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Atlas Corporation

Fax

To:	Steve Burns, NRC Joe Holonich, NRC Gil Maldanado, DOE	**From:**	James R. Jensen
Fax:		**Date:**	March 11, 1999
Phone:		**Pages:**	3
Re:		**CC:**	Harvey Sender

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Gentlemen:

Attached is Atlas Corporation's estimate of the total Title X claim available to the NRC at the end of August 1999. Rich Blubaugh and I would like to discuss this with you in the morning so we can answer any questions that you have.

Rich will call Joe in the morning to arrange a time to discuss the analysis. If possible, we would like to have the representative of the DOE that Joe was in contact with today available for the call as well, so that any issues he/she may raise can be addressed at that time.

Atlas Corporation
Summary of Title X receivable
3/11/99

	Gross Amount	56.1% Atlas Share	
Balance at 5/31/98 per DOE Statement of Account	-	1,131,020	
Add Atlas Claim covering 4/1/97 to 3/31/98	1,601,966	898,703	
Expected audit adjustments	(630,000)	(353,430)	(1), (2)
Balance before 99 payment and future claims		1,676,293	
Expected payment - 4/99		(800,000)	
Balance before costs incurred but not claimed		876,293	
Additional costs incurred 4/1/98 to 3/31/99	922,000	517,242	
Less additional unpaid costs at 3/31/99	(90,000)	(50,490)	(2)
Expected costs 4/1/99 to 8/31/99 (expected close)	50,000	28,050	
Expected claim receivable before ARD claim		1,371,095	
American Reclamation and Dismantling		560,000	(3)
Total expected claim outstanding at 8/31/99		1,931,095	

(1) The large majority of the audit adjusments are because of costs incurred by Atlas but not yet paid at the time of the audit. As the invoices get paid, Atlas will be able to include them in future claims. The amount is estimated as Atlas has not yet recieved final audit notification.

(2) Ultimately, a portion of these amounts will be paid and claimed when the final plan of reorganization is approved. For purposes of this analysis, all amounts are assumed to be unclaimed.

(3) The Company anticipates that it will file an appeal of the ARD claim sometime in 1999. We are confident that we can prevail on all, or a portion of the total claim.

Title X Reimbursement Program
Statement of Account
1998 Payment Based on Prior Year Approved Unpaid Amount

James R. Jensen
Treasurer and Secretary
Atlas Corporation
Republic Plaza
370 17th Street, Suite 3050
Denver, CO 80202

F.R.R: 0.561
1997 CPI-U: 1.023
Period Ending: 5/31/98

Automated Clearinghouse Number: 102 000 076 Account Number: 1018123420

1. Reimbursement Profile Summary

1/1/98	Amount Claimed		$0.00
1/1/98	Disallowed Costs:	$0.00	
1/1/98	Allowed Costs		$0.00
1/1/98	Approved Claim Amount (Allowed Costs x F.R.R. of 0.561)		$0.00
1/1/98	Prior Year Approved Unpaid Amount		$2,211,667.39
4/16/98	Amount Paid (1st. FY98 Prorated Payment)	($945,227.56)	
5/14/98	Amount Paid (2nd. FY98 Prorated Payment)	($135,419.42)	
5/31/98	1998 Approved Unpaid Amount		$1,131,020.41
5/31/98	Excess Approved Amount*		$0.00

NOTES/COMMENTS:

* Excess Approved Amount = Prior Year Approved Unpaid Amount - Beginning Maximum Reimbursement Ceiling, if > 0; if < or = 0, then Excess Approved Amount = 0.

2. Ceiling Profile Summary

1/1/98	Prior Year Remaining Maximum Reimbursement Ceiling		$35,775,395.34
1/1/98	Beginning Maximum Reimbursement Ceiling*		$36,598,229.43
4/16/98	First FY98 Prorated Payment	($945,227.56)	
5/14/98	Second FY98 Prorated Payment	($135,419.42)	
5/31/98	Remaining Maximum Reimbursement Ceiling		$35,517,582.45

NOTES/COMMENTS:

* Beginning Maximum Reimbursement Ceiling = Prior Year Remaining Maximum Reimbursement Ceiling x 1997 CPI-U (prior year RMRC of $35,775,395.34 x 1.023).

3. Payment Profile Summary

1/1/98	Total Prior Year Payments		$4,275,776.37
4/16/98	First FY98 Prorated Payment	$945,227.56	
5/14/98	Second FY98 Prorated Payment	$135,419.42	
5/31/98	Total Payments to Date		$5,356,423.35

NOTES/COMMENTS: (Payment calculations are based on interim approvals which may differ from other amounts shown on this statement.)

1st. FY98 Prorated Payment = Prior Year Approved Unpaid Amount / Net Approved Outstanding Claim Amount* x 1st. FY98 Available Funding

$945,227.56 = $2,211,667.39 / $81,659,904.47 x $34,900,000.00

2nd. FY98 Prorated Payment = 1st. FY98 Prorated Payment / 1st. FY98 Available Funding x 2nd. FY98 Available Funding

$135,419.42 = $945,227.56 / $34,900,000.00 x $5,000,000.00

*Approved Unpaid Claim Amount on 10/31/97 ($106,478,006.54) less Excess Approved Claim Amount on 10/31/97 ($24,818,102.07) = Net Approved Outstanding Claim Amount for the FY98 Payment ($81,659,904.47).

S Burns

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3/17/99:NRC/sgb

STATUS OF ATLAS BANKRUPTCY PROCEEDING

1. On March 12, 1999, the parties to the Atlas bankruptcy proceeding reached an agreement in principle on a settlement and reorganization plan to be submitted to the bankruptcy court. A motion for an extension of time to file the plan was filed March 15. Parties to the proceeding include Atlas Corp. [the debtor], NRC [represented by Assistant United States Attorney Bob Clark], the State of Utah, ACSTAR [bond agent for Atlas], and various unsecured creditors. Counsel for the Fish and Wildlife Service (FWS) participated in discussions with DOJ and NRC to develop the government's position. Representatives of Earth Justice and the Grand Canyon Trust were also invited to participate in discussions among the parties. NRC consulted with Department of Energy staff to understand Atlas's pending claims for reimbursement under Title X.

2. Although the possibility of complete reclamation absent an additional infusion of funds from some other source remains highly uncertain, the plan is expected to provide a greater contribution to reclamation from Atlas's estate than would have been expected in the event of liquidation of Atlas. The significant features of the settlement plan are as follows –

a. Atlas will transfer certain assets to a reclamation trust, will reorganize into a new entity and will be relieved of further financial liability for the maintenance and reclamation of the Moab site. Some stock in the reorganized Atlas will be distributed to the unsecured creditors and to the reclamation trust.

b. The reclamation trust, which will be established and regulated under NRC order (or other appropriate licensing action) to maintain and reclaim the Moab site, will receive the following assets after the court's confirmation of the reorganization plan: (1) $5.25 million in cash from Atlas/ACSTAR (the reclamation bond issued by ACSTAR with a face value of $6.5 million, currently held for the benefit of the NRC to be used for reclamation of the Moab site, will be dissolved); (2) the assignment of Title X receivables due from DOE after April 1999 (estimated to amount to at least $1.5 million) for reclamation work performed and paid for by Atlas prior to the date of approval of the reorganization plan (these funds should be paid to the reclamation trust in increments in April 2000 and April 2001); (3) the Moab site and all the land and water rights (the water rights and certain uncontaminated portions of the Moab site have stand-alone value and might be sold by the reclamation trustee independent of, and prior to, any reclamation work at the site); and (4) 2.5 percent of the stock in the reorganized Atlas.

Under bankruptcy procedures, the agreement would be effective 30 days after the court's confirmation (approval) of the plan, which should occur by early September 1999. Following the issuance of the order/licensing action by the NRC and under the general oversight of the NRC, the reclamation trustee will use these assets to undertake reclamation of the Moab site. As reclamation work is completed and paid for, the reclamation trustee would submit corresponding claims for Title X reimbursement to DOE. Payments for these additional Title X claims would be used by the reclamation trustee for Moab site reclamation and/or maintenance.

3. NRC's Final EIS is being reproduced for distribution. NRC will continue to work with FWS on the endangered species issues and keep FWS informed. NRC will explore with Utah officials the possibility of Utah entering into a trusteeship arrangement as was adopted by Wyoming for a site. (A meeting is scheduled next week where this matter will be raised).

Doc 18
3/30/99

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO

IN RE:	)	
	)	
ATLAS CORPORATION, a Delaware corporation EIN #: 15-5503312	)	Case No. 98-23331 DEC Chapter 11
	)	
ATLAS GOLD MINING INC., a Nevada Corp. EIN #:84-1023843	)	Case No. 99-10889 DEC Chapter 11
	)	
ATLAS PRECIOUS METALS INC., a Nevada Corp., EIN #: 87-0400332	)	Case No. 99-10890 SBB Chapter 11
	)	
Debtors.	)	(Jointly Administered Under Case No. 98-23331 DEC)

ATLAS CORPORATIONS'S PLAN OF REORGANIZATION

Atlas Corporation, Debtor in Possession, by and through its counsel Sender & Wasserman, P.C., proposes this Plan of Reorganization pursuant to 11 U.S.C. § 1121(a) (hereinafter referred to as the "Atlas Plan"):

ARTICLE I

DEFINITIONS

All capitalized terms used herein shall have the respective meanings set forth below or otherwise assigned in the Plan. All other terms shall have the meanings assigned to such terms in the Bankruptcy Code or the Bankruptcy Rules, or if none, by common usage.

1.1 "ACSTAR" shall mean ACSTAR Insurance Company. ACSTAR has issued bonds to secure the Cleanup Obligations of Atlas and certain of its subsidiaries.

1.2 "ACSTAR Bonds" shall mean Bond #6149 for the Carter Raymond Property, Bond #6039 and Bond #6907 for the Grassy Mountain Property, Bonds #5559, #5660 and #5661 for the Gold Bar Property, having a collective face amount of $1,790,000 and secured by a letter of credit in the amount of $5,425,000, and $250,000 held in an escrow account for the benefit of ACSTAR with Colorado State Bank as the escrow agent (the "Escrow Fund"). The security for the ACSTAR

Bonds and the ACSTAR Moab Bond are cross-collateralized and represent joint and several obligations of Atlas, APMI and AGMI.

1.3 "ACSTAR Moab Bond" shall mean Bond #5652 for the Moab Utah Site Cleanup Obligations in the face amount of $6,500,000 and secured by a letter of credit in the amount of $5,425,000 and the Escrow Fund. The security for the ACSTAR Bonds and the ACSTAR Moab Bond is the same letter of credit and are cross-collateralized and constitute joint and several obligations of Atlas, APMI and AGMI.

1.4 "Administrative Expense" shall mean any cost or expense of administration of Chapter 11 allowed under 11 U.S.C. § 503(b) of the Code.

1.5 "Affiliate" shall mean any entity affiliated with Atlas pursuant to 11 U.S.C. § 101(2).

1.6 "AGMI" shall mean Atlas Gold Mining Inc., a Nevada corporation, the Chapter 11 Debtor under Case No. 99-10889 DEC.

1.7 "AGMI Plan" shall mean the Plan of Reorganization submitted by the Debtor, Atlas Gold Mining Inc.

1.8 "Allowed Claim" shall mean (a) an unsecured claim against Atlas which is set forth in Atlas' schedules other than an unsecured claim against Atlas scheduled by Atlas as disputed, contingent or unliquidated; (b) an unsecured claim against Atlas which has been filed pursuant to 11 U.S.C. § 501, and with respect to which no objection to the allowance thereof has been interposed within sixty (60) days after the Effective Date, or as to which any objection has been determined by Final Order; provided however, that interest which would have accrued on or after September 22, 1998, shall not be a part of any Allowed Claim. Allowed Claims may include, but are not limited to, claims that arise from the rejection of executory contracts.

1.9 "Allowed Secured Claim" shall mean an Allowed Claim secured by property of Atlas.

1.10 "American Reclamation and Dismantling Receivable" shall mean a claimed receivable of Atlas, for reimbursement of $560,000 filed with the Department of Energy and not approved to date, representing 56% of the amount expended by Atlas and reimbursable pursuant to Title X.

1.11 "APMI" shall mean Atlas Precious Metals Inc., a Nevada corporation, the Chapter 11 Debtor under Case No. 99-10890 SBB.

1.12 "APMI Plan" shall mean the Plan of Reorganization submitted by the Debtor, Atlas Precious Metals Inc.

1.13 "Arisur" shall mean Arisur Inc., a Grand Cayman corporation which is a wholly owned subsidiary of Atlas, and which operates in Bolivia through a Branch, lead, zinc and silver mines.

1.14 "Atlas" shall mean Atlas Corporation, a Delaware corporation, the Chapter 11 Debtor under Case No. 98-23331 DEC.

1.15 "Atlas Plan" shall mean the Plan of Reorganization submitted by the Debtor, Atlas.

1.16 "Bankruptcy Case" shall mean the Atlas Chapter 11 case pending in the United States Bankruptcy Court for the District of Colorado.

1.17 "Bankruptcy Code" or "Code" shall mean Title II of the Bankruptcy Reform Act of 1978, 11 U.S.C. §§ 101, et seq., as amended.

1.18 "Bar Date" shall mean January 15, 1999.

1.19 "Chapter 11" shall mean Chapter 11 of the Code.

1.20 "Claim" shall mean a claim against Atlas as defined in 11 U.S.C. § 101(5).

1.21 "Confirmation" shall mean the entry by the Court of an order confirming the Plan in accordance with Chapter 11 of the Code.

1.22 "Contested Claim" shall mean shall mean any Claim which has been scheduled by Atlas as disputed, contingent, or unliquidated or any Claim as to which an objection to the allowance thereof has been or will be filed within sixty (60) days after the Effective Date. Contested Claims shall be treated under the provisions of Article X of this Plan until allowance or disallowance of such claim has been determined by a Final Order. Contested claims include claims which Atlas believes should be objected to in whole or in part. Contested claims further include any claims held by creditors against whom Atlas believes actions may be brought under Sections 544, 547, 548 or 549 of the Bankruptcy Code.

1.23 "Court" shall mean the United States District Court for the District of Colorado in Bankruptcy.

1.24 "Debtor" and "Debtor-in-Possession" shall mean Atlas.

1.25 "Disclosure Statement" shall mean the consolidated disclosure statement describing the Atlas Plan, the AGMI Plan and the APMI Plan, approved by the Court, and distributed to the various classes as provided in 11 U.S.C. § 1125.

1.26 "Effective Date"shall mean the first business day following thirty (30) days after the date the order confirming the Atlas Plan becomes a Final Order.

1.27 "Final Order" shall mean an order or a judgment as to which the time to appeal or seek review or rehearing has expired. In the event that an appeal or petition for rehearing is filed, an order or judgment shall be final unless an order enters granting a stay pending appeal or petition for rehearing.

1.28 "Future Title X Receivables shall mean those sums which accrue in the name of Atlas or the Reclamation Trust, subsequent to the Effective Date of the Atlas Plan from the Department of Energy under the provisions of 42 U.S.C. 2296a.

1.29 "Gold Bar Property" shall mean the gold resource, mill facilities and any all other real and personal property located on the gold mining property located in Eureka County, Nevada commonly referred to as Gold Bar.

1.30 "Insider" means any entity defined in 11 U.S.C. § 101(31)(B).

1.31 "Late Filed Claims" shall mean any claim filed in the Atlas Bankruptcy Case after January 15, 1999.

1.32 "Management Compensation Plan" shall mean the compensation plan formed in accordance with Article XI of this Plan to compensate current key management and employees for their efforts in reorganizing Atlas and to facilitate the orderly transition to future management, as may be required.

1.33 "Mill" shall mean the former uranium processing mill which was dismantled and previously located on the Moab Land.

1.34 "Mill Operations" shall mean the prior operations of the Mill.

1.35 "Moab Cleanup Obligation" shall mean any obligation of Atlas under the Moab License or under any federal, state or municipal rules, regulations or statutes to pay for or perform any remediation or cleanup at the Moab Utah Site or any other location which is currently or in the past been operated or owned by Atlas.

1.36 "Moab Land" and "Moab Utah Site" shall mean that certain real property owned by Atlas and consisting of approximately 430 acres, located in Grand County, Utah together with all buildings, structures, improvements, appurtenances, fixtures and easements.

1.37 "Moab License" shall mean Source Material License SUA-917.

1.38 "NRC" shall mean the Nuclear Regulatory Commission, an agency of the federal government having jurisdiction over the Moab Utah Site.

1.39 "Other Cleanup Obligations" shall mean any obligation of Atlas, APMI or AGMI under any federal, state or municipal rules, regulations or statutes to pay for or perform any remediation or cleanup at any location other than the Moab Utah Site which is currently or in the past been owned or operated, including, but not limited to, the Carter Raymond, Gold Bar and Grassy Mountain properties.

1.40 "Post-petition" shall mean anytime on or subsequent to September 22, 1998.

1.41 "Pre-petition" shall mean anytime prior to September 22, 1998.

1.42 "Pro Rata" shall mean with respect to any claimant, the percentage which the Allowed Claim of a creditor bears to the sum of all Allowed Claims in the same class as such Allowed Claim.

1.43 "Reclamation Trust" shall mean the trust to be formed pursuant to paragraph 4.3 of the Atlas Plan in compliance with the consent and approval of the NRC.

1.44 "Reclamation Trustee" shall mean the person or entity selected by the NRC with the agreement of the designated representative of Utah, prior to the Effective Date.

1.45 "Reorganized Atlas" shall mean the reorganized Atlas Corporation under the confirmed Atlas Plan.

1.46 "Retiree Medical Plan" shall mean that Medical Plan issued for the benefit of retirees of Atlas.

1.47 "Shipes Parties" shall mean Harold R. Shipes, Eileen Shipes, Danielle N. Shipes, John A. McKinney, Lynette R. McKinney, Raymond S. Birch, Rochelle M. Birch, Herbert E. Dunham, Ana M. Dunham, Alexandra McKinney, Justin S. Birch, Ashley McKinney, Tyler Birch, H. Edward Dunham, P. Brian Dunham, Rachel A. Dunham, Elizabeth M. Dunham, Suramco Holdings, Inc. who have agreed to treatment as Class 10 and Class 12 creditors under the terms of the Settlement Agreement dated January, 1999, approved by the Bankruptcy Court, which closed on or about March 25, 1999.

1.48 "Stock Incentive Plan" shall mean that plan which may be established in accordance with Article XI of this Atlas Plan as a future incentive to future management pursuant to which management may receive stock or earn stock as a performance bonus.

1.49 "Title X Receivables for Past Claims" shall mean those sums which accrue to Atlas

prior to the Effective Date of the Plan from the Department of Energy under the provisions of Pub. L. 102-486, Title X, § 1001, Oct. 24, 1992, 106 Stat. 2946, codified at 42 U.S.C. § 2296(a), including pre-petition and post petition claims, regardless of approval of the claims by the Department of Energy, exclusive of up to $675,000 anticipated to be received by Atlas prior to confirmation, and exclusive of the American Reclamation and Dismantling Receivable.

1.50 "Uranium Tailings Pile" shall mean the tailings pile of approximately 10.5 million tons impounded on the Moab Land.

1.51 "Utah" shall mean the State of Utah.

1.52 "Water Rights" shall mean Atlas' rights to water located at the Moab Land, listed as 6.3 cfs from the Colorado River, Grand County, Utah, Water Right No. 01-40, Application 30032, Certificate No. 6111.

ARTICLE II

2.1 Claims.

Class 1. Allowed Administrative Expense Claims as defined in 11 U.S.C. § 503 of the Code against Atlas. To the extent the Class 4 and/or 5 creditors have or could have asserted administrative expense claims they shall be treated under Class 4 or 5 respectively of the Atlas Plan. All fees payable to the U.S. Trustee shall be paid in full as they become due until the Bankruptcy Case is closed.

Class 2. Unsecured Impaired Claims for Wages against Atlas to the extent of $4,300 pursuant to 11 U.S.C. § 507(a)(3)(A) and (B). Class 2 Wage Claims shall include claims for unpaid wages, including severance pay, vacation pay or sick leave pay earned but unpaid within ninety (90) days prior to the filing of the petition.

Class 3. Any allowed unsecured and/or secured priority tax claims of the Internal Revenue Service, Colorado Department of Revenue and any taxing authority holding claims under 11 U.S.C. §507(a)(8) against Atlas.

Class 4. Impaired claims of NRC and Utah arising from the Mill Operations and the Cleanup Obligations of Atlas at the Moab Utah Site.

Class 5 a. Secured Claims of ACSTAR.

Class 5 b. Unsecured and Administrative Claims of ACSTAR.

Class 6. Allowed Secured Claims against Atlas.

Class 7. Unimpaired Claims of Retirees against Atlas for Medical Benefits.

Class 8. Unimpaired Claims of Holders of Unexpired Leases and Executory Contracts against Atlas.

Class 9. Impaired Personal Injury or Tort Claims against Atlas.

Class 10. Impaired Claims of General Unsecured Creditors of Atlas.

Class 11. Impaired Claims held by AGMI.

Class 12. Impaired Claims of Subordinated Debt.

Class 13. Impaired Claims held by the Internal Revenue Service, Colorado Department of Revenue and any other taxing authority for penalties not related to actual pecuniary loss.

Class 14. Impaired interests of Atlas common stockholders holding less than 1,000 shares.

Class 15. Impaired interests of Atlas common stockholders holding at least 1,000 shares or more.

Class 16. Impaired interests of any holders of Warrants and Stock Options issued by Atlas Pre-Petition.

Class 17. Late filed claims.

ARTICLE III

TREATMENT OF CLAIMS NOT IMPAIRED UNDER THE PLAN

3.1 **Class 1. Allowed Administrative Expenses pursuant to 11 U.S.C. §503.** Class 1 Allowed Administrative Expenses as defined by 11 U.S.C. §503 shall be paid in cash in full on the Effective Date or shall by paid upon such other terms as may be agreed upon by Atlas and the respective holder of the claim for Administrative Expenses. All fees payable to the U.S. Trustee program shall be paid as they become due until closure of the Bankruptcy Case. Notwithstanding an assertion by the Class 4 or Class 5 claimants that their claims are entitled to priority under Section 503(b) of the Bankruptcy Code, the Class 4 and 5 claims shall be treated under Class 4 and 5

respectively of this Plan and not as Class 1 Administrative Expenses.

3.2 **Class 6.** **Allowed Secured Claims.** Class 6 is comprised of the Allowed Secured Claims against Atlas except for the claims of the Class 4 and 5 creditors. The Class 6 claimants and Debtor shall retain all rights, without modification, under the notes and related security agreements. The Class 6 creditors rights are unimpaired and shall be paid by Reorganized Atlas in full in accordance with the terms of their respective agreements.

In the event that Atlas contests the extent, validity or priority of any security interest asserted by a Class 6 creditor through the filing of an adversary proceeding or seeks to void any security interest under 11 U.S.C. §§544, 547, 548 or 549, the claim of that creditor shall be treated in accordance with the provisions of Article X of the Atlas Plan. In the event that a Final Order enters in favor of the claimant upholding the validity of the secured claim, the claim shall be unimpaired to the extent allowed. If a Final Order enters holding that there is no valid security interest or voiding a security interest, the claim shall be treated as a Class 10 unsecured claim, unless otherwise ordered by the Court.

3.3 **Class 7.** **Allowed Claims of Retirees for Medical Benefits.** Class 7 is comprised of the allowed claims of Retirees for Medical Benefits as that term is defined in 11 U.S.C. §1114. Atlas or Reorganized Atlas shall fulfill its obligations under the Medical Plan in compliance with the provisions of 11 U.S.C. §1114. The Class 7 claims are unimpaired.

3.4 **Class 8.** **Executory Contract and Unexpired Leases.** Class 8 is comprised of the claims held by parties to unexpired leases or executory contracts. Atlas, prior to the hearing on confirmation, shall file motions to assume or reject its unexpired leases and executory contracts. If Atlas moves to assume the unexpired leases and executory contracts, the claims shall be treated in accordance with the order of the Court granting the assumption. Any unexpired leases or executory contracts for which a Motion to Assume has not been filed by Atlas prior to the hearing on confirmation shall be deemed rejected. Under the terms of the lease agreements, in the event that a lease is rejected, the equipment or property will be returned to the lessor, unless Atlas and the lessor otherwise agree. The claims held by holders of rejected leases or executory contracts shall be treated as a Class 10 unsecured claim subject to the limitations of Section 502 of the Code.

ARTICLE IV

TREATMENT OF CLAIMS IMPAIRED UNDER THE PLAN

4.1 **Class 2.** **Unsecured Impaired Claims for Wages to the extent of $4,300 pursuant to 11 U.S.C. § 507(a)(3)(A) and (B).** Class 2 Wage Claims shall include claims for unpaid wages, including severance pay, vacation pay or sick leave pay earned but unpaid within ninety (90) days prior to the filing of the petition. Claimants with allowed wage claims shall receive

100% of the wage portion of their claims without interest up to a maximum of $4,300.00 per claimant on the Effective Date. Any allowed wage claims in excess of $4,300 or which were incurred prior to ninety days before the filing of the petition shall be treated as a Class 10 unsecured claim.

4.2 **Class 3. Allowed Unsecured Tax Claims pursuant to 11 U.S.C. § 507(a)(8).** Class 3 is comprised of Allowed Unsecured Tax Claims under U.S.C. §507(a)(8) excluding claims for penalties not related to actual pecuniary loss. The Class 3 claimants shall receive 100% of their secured and unsecured priority claims in quarterly installments with interest at 8% per annum. The Class 3 claims shall be paid in full within six years from the date of assessment. Claims for penalties not related to actual pecuniary loss shall be treated under Class 12. Payments to the Class 3 claimants shall commence within fifteen days after the close of the first calendar quarter ending after the Effective Date of the Atlas Plan. The Class 3 claimants shall retain their prepetition liens, if any, on property of the Reorganized Atlas pending payment in full of the Class 3 claims.

4.3 **Class 4. Allowed Claims of the Nuclear Regulatory Commission and the State of Utah for Reclamation of the Moab Utah Site.** Class 4 is comprised of any and all claims of any kind or nature, whether filed, unfiled or to be accrued, known or unknown based upon any and all federal, state, municipal or other governmental units rules, regulations or statutes whether now in existence or enacted in the future of the NRC and Utah, or any other agency or entity, whether public or private, with the same or similar claims for the construction, maintenance, holding, transfer and/or final disposal and containment of the Uranium Tailings Pile at Mill owned by Atlas on the Moab Land, or in any way related to the Mill, the Mill Operations or the Moab Cleanup Obligations. Atlas' Moab Cleanup Obligations are secured by the ACSTAR Moab Bond in the amount of $6,500,000.

A Reclamation Trust shall be established by the NRC, on or before confirmation of the Atlas Plan under the regulations of the NRC, with the concurrence of Atlas and a designated representative of Utah. The Reclamation Trustee shall be selected by the NRC with the agreement of the designated representative of Utah. The assets transferred to the Reclamation Trust under the terms of the Atlas Plan shall be held in compliance with the regulations of the NRC and shall be distributed or utilized in accordance with the NRC and within the discretion and control of the Reclamation Trustee.

On the Effective Date of the Atlas Plan, Atlas and ACSTAR as indicated shall transfer to the Reclamation Trust the following assets (hereinafter the "Reclamation Trust Assets") in full satisfaction of any and all claims of any kind and nature under Class 4:

1. Title X Receivables for Past Claims;

2. 50% of any net recovery from collection of the American Reclamation and Dismantling Receivable;

3. Atlas' rights to Future Title X Receivables;

4. Atlas' interests in the Water Rights;

5. Atlas' interest in the Moab Land;

6. ACSTAR shall transfer the sum of $5,250,000 to the Reclamation Trust in full and complete satisfaction of the obligations under the ACSTAR Moab Bond; and upon receipt of said payment NRC shall provide ACSTAR a full, final and complete release and discharge of all of ACSTAR's obligations on the Moab Site and ACSTAR's surety bond issued in connection therewith, the form of said release to be mutually acceptable to NRC and ACSTAR;

7. Shares representing two and one half percent (2.5%) of the common stock of the Reorganized Atlas shall be issued to the Reclamation Trust.

Except for item 6, all assets shall be transferred in kind, by way of quit claim deed or similar document, without representations, warranties or indemnification rights of any kind.

The Class 4 claims shall be satisfied in full by the transfer of the Reclamation Trust Assets. NRC and the State of Utah shall waive and release any and all claims against Atlas, the Reorganized Atlas, ACSTAR and their respective officers, directors, employees, agents and representatives which shall be represented by a separate release signed by the NRC and Utah. Upon transfer of the Reclamation Trust Assets to the Reclamation Trust, the Reclamation Trust shall assume the obligations of Atlas for the Moab Utah Site and the Moab License, in accordance with the terms of a confirmatory order to be issued by the NRC, on or before the confirmation of the Atlas Plan. The Moab License issued to Atlas by the NRC relative to the Mill and Mill Operations shall either be terminated or transferred to the Reclamation Trust, in accordance with the terms of the confirmatory order. Atlas' obligations shall be limited to executing any and all documents necessary to effectuate the terms of the Atlas Plan.

4.4 **Class 5a.** The Class 5a claims are comprised of the Allowed Secured Claims of ACSTAR which are secured by certain letters of credit in the aggregate amount of $5,425,000, plus $250,000 held in an escrow account with Colorado State Bank. The ACSTAR Allowed Secured Claims are based upon the ACSTAR Bonds and ACSTAR Moab Bond in the aggregate amount of $8,290,000 to secure Moab Cleanup Obligations and Other Cleanup Obligations. ACSTAR's secured claims against Atlas, AGMI and APMI are cross collateralized. If it has not already done so prior to the Effective Date, ACSTAR shall be entitled to draw on the letter of credit and use the proceeds thereof in order to pay the Class 4 creditors and to reimburse itself for the actual amount incurred under the ACSTAR Bonds for Other Cleanup Obligations and its unpaid fees and expenses. Atlas will assist ACSTAR in obtaining the funds, or drawing on the letter of credit. Furthermore, any amount remaining from the $250,000 escrow account may be used by ACSTAR for the same

purposes. To the extent any funds remain from the letter of credit or the escrow account after satisfaction of the Other Cleanup Obligations secured by the ACSTAR Bonds and any unpaid fees and expenses ACSTAR has incurred on said Bonds, such funds shall be remitted to the Reorganized Atlas. ACSTAR shall retain its rights under the letter of credit and escrow agreement unless said letter of credit have been drawn upon in which case its rights shall attach to the cash proceeds of the letters of credit and the funds in the escrow account. The foregoing treatment shall constitute satisfaction in full of the Class 5a Allowed Secured Claim.

Class 5b. The Class 5(b) claim is comprised of the unsecured deficiency claim which ACSTAR has for the Other Cleanup Obligations which it has to pay, and unpaid fees and expenses in excess of its Class 5(a) Allowed Secured Claim, which claim shall not exceed $500,000. Any claim by ACSTAR that its claims are entitled to treatment as a Class 1 Administrative Expense, under any theory, and any potential claim against ARISUR, shall be waived and released. For purposes of voting and feasibility the Class 5(b) claim shall be estimated at $500,000. On the later of Effective Date of the Atlas Plan or at such time as the Class 5(b) creditors claim is actually determined, it shall receive in full satisfaction of its claim an amount equal to the actual amount expended for Other Cleanup Obligations, plus fees and expenses, not to exceed $500,000 and shares representing two and one-half percent (2.5%) of the outstanding common stock of the Reorganized Atlas; provided that such stock shall be held by a mutually acceptable escrow agent pending determination of ACSTAR's responsibility for the Other Cleanup Obligations . If Bonds #5559, #5660 and #5661 are terminated without being called and/or there is no unsecured deficiency, the Allowed Class 5(b) claim shall be $0 and the shares which are being held in escrow shall be assigned for distribution pursuant to the Management Compensation Plan established under Section 11.3. The actual amount of the Class 5(b) monetary claim shall be paid as a Class 10 Allowed Unsecured Claim.

4.5 **Class 9.** **Allowed Personal Injury or Tort Claims.** Class 9 is comprised of personal injury and tort claims, including any wrongful-death claims or claims resulting from Atlas' operations or based upon the production of or exposure to asbestos, uranium or any other materials. All timely filed Class 9 claims are being defended by insurance defense counsel. The Allowed Class 9 Claims shall receive the proceeds from insurance coverage, if any, applicable to the particular claim. Each Allowed Class 9 Claim shall be deemed to have elected to pursue the insurance coverage, if any, attributable to its Claim, unless they affirmatively elect otherwise. In the alternative any Allowed Class 9 Claim may elect at the time of tendering its ballot to be treated as a Class 10 General Unsecured Claim. Upon receipt of such election, the Debtor will file a claims estimation proceeding, should such a proceeding be necessary. Barring such election, each such claim shall be estimated at zero for voting purpose and shall receive nothing from the Reorganized Atlas. Any late filed claims shall be barred and shall receive only the proceeds of any applicable insurance coverage.

4.6 **Class 10.** **Allowed Unsecured Claims.** Class 10 is comprised of the Allowed

Unsecured Claims against Atlas, including any claims of the Atlas Corporation 1978 Retirement Plan (the "Pension Plan"), or its successors and assigns including the Pension Benefit Guaranty Corporation, for any liability for funding under the Pension Plan. The Allowed Class 10 creditors shall receive the following:

(A) All cash held by Atlas sixty days after the Effective Date, net of the following amounts: (a) up to$800,000 which shall be retained as working capital; (b) an amount necessary to satisfy all Class 1 administrative expenses and/or operating expenses accrued and unpaid as of the Effective Date; and (c) an amount necessary to satisfy all Class 2 claims. The net cash shall be distributed on a Pro Rata basis between the Class 10, 11 and 12 creditors, who shall be treated as one class for such purposes. In the event that the Atlas Plan is confirmed by cramdown, resulting in a voiding in all of the interests of Class 14 and Class 15 and a resulting percentage increase in the shares issued to Class 10, the cash withheld from distribution shall be increased from $800,000 to $1,000,000;

(B) Any and all net proceeds received by the Reorganized Atlas, directly or indirectly from APMI and/or AGMI , from the sale or disposition of the Gold Bar and/or Grassy Mountain properties, provided the paricular property is sold within one year of the effective date

(C) Shares representing sixty-five percent (65%) of the common stock to be issued by the Reorganized Atlas. The stock shall be distributed on a Pro Rata basis between the Class 10, 11 and 12 creditors for purposes of this distribution to the Class 10, 11 and 12 Creditors who shall be treated as one class for such purposes.

4.7 **Class 11.** **Claims Held by AGMI.** Class 11 is comprised of the claims held by AGMI for an inter-company payable for cash advanced to Atlas. The allowed claim of AGMI shall first be offset against AGMI's obligations to APMI which will reduce the accounts receivable owed by APMI to Atlas. To the extent there is any amount still owed by Atlas to AGMI, the net Allowed Class 11 Claim shall be treated on a Pro Rata basis with the Class 10 creditors.

4.8 **Class 12.** **Subordinated Debt Claims of the Shipes Parties.** Class 12 is comprised of the subordinated debt claims in the amount of $2,250,000 against Atlas and an Allowed Unsecured Claim of $580,000 held by the Shipes Parties. The $580,000 claim shall be treated and paid as a Class 10 claim. The remaining Class 12 claim shall not share in any cash distribution until the Class 10 and 11 Allowed Unsecured Claims have been paid in full. The subordinated Class 12 Debt Claim, however, shall share in the distribution of the stock of the Reorganized Atlas as set forth in paragraph 4.6(B) on a Pro Rata basis with the Class 10 and 11

Creditors.

4.9 **Class 13.** **Claims Held by the Internal Revenue Service, Colorado Department of Revenue and Any Other Taxing Authority for Penalties Not Related to Actual Pecuniary Loss.** The Class 13 Claims are comprised of any penalty claims held by the Internal Revenue Service, the Colorado Department of Revenue or any other taxing authority which are not related to actual pecuniary loss. The Class 13 claims shall not receive any distribution of cash unless and until the Class 10 and 11 claims have been paid in full. The Class 13 claims shall not share in any distribution of stock of the Reorganized Atlas.

4.10 **Class 14.** **Common Stockholders Holding Less than 1000 Shares.** Class 14 is comprised of the interests of common stockholders holding less than 1000 shares of Atlas stock on the Effective Date. The interests of all Class 14 interest holders shall be voided unless the shareholder pays the cost of maintaining the shares of $15 per year per shareholder. If the annual payment is made the interest holder shall be treated in accordance with Class 15. In the event that the Atlas Plan is confirmed by cramdown, without the acceptance of each class of creditors, the interests of the Class 14 creditors shall be voided and the Class 14 creditors shall not have the option of retaining their shares by paying the maintenance fee.

4.11 **Class 15.** **Common Stockholders Holding 1000 Shares or More.** Class 15 is comprised of the common stockholders holding 1000 shares or more of the common stock of Atlas on the Effective Date. The Class 15 interest holders shall retain their shares of common stock which shall be diluted such that the shares which they collectively own shall constitute fifteen percent (15%) of the outstanding stock of the Reorganized Atlas on the Effective Date. In the event that the Plan is confirmed by cramdown, the interests of the Class 15 Stockholders shall be voided, and the stock interest shall be held by the Reorganized Atlas as authorized but unissued shares.

4.12 **Class 16.** **Warrants and Stock Options.** Class 16 is comprised of any and all outstanding warrants of Atlas Corporation and any and all outstanding stock options. All such warrants and stock options shall be voided as of the Effective Date.

4.13 **Class 17.** **Late Filed Claims.** Class 17 is comprised of all late filed claims against Atlas. The Class 17 claims shall be disallowed and shall receive no distribution under the Atlas Plan.

ARTICLE V

DEFAULT AND PLAN MODIFICATION

5.1 In the event of any default by the Reorganized Atlas of any payment to any class of claimants arising under the terms of the Atlas Plan, the Reorganized Atlas shall have thirty (30) days within which to cure any default in payments due under this Plan after the date of issuance of written notice from any claim holder. Written notice shall be provided to the Reorganized Atlas and to Debtor's counsel. The notice to Debtor's counsel shall be served upon Sender & Wasserman, P.C., 1999 Broadway, Suite 2305, Denver, Colorado 80202, unless written notice of substitution of legal counsel is served upon the claim holder at least fifteen (15) days prior to the date notice is sent.

5.2 In the event that the Reorganized Atlas fails to cure any default in the requirements to make payment under the Plan, within forty-five days from the date that written notice is sent in compliance with paragraph 5.1, the Reorganized Atlas shall be in default under the terms of the Plan.

5.3 At any time after Confirmation of the Plan but before substantial consummation of the Plan, the Plan may be modified upon the request of the Reorganized Atlas, after notice and a hearing, only to the extent allowed by 11 U.S.C. § 1127.

ARTICLE VI

MEANS FOR THE IMPLEMENTATION AND EXECUTION OF THE PLAN

6.1 On or about the Effective Date, all assets of Atlas shall be transferred to the Reorganized Atlas free and clear of all liens, claims, and interests of creditors, equity holders, and other parties in interest, except as otherwise provided herein with respect to the assets to be transferred to the Reclamation Trust in payment of the Class 4 Claims. Specifically, the assets shall be transferred subject to the liens held by the Class 5 and 6 secured creditors and any Class 2 creditor with perfected liens. The Reorganized Atlas shall not, except as otherwise provided in this Plan, be liable to repay any debts which accrued prior to the Confirmation Date. Except as provided in this Atlas Plan, on the Confirmation Date Atlas shall be granted a discharge under 11 U.S.C. § 1141.

6.2 On the Effective Date, Atlas shall begin implementing its Plan of Reorganization pursuant to the terms for each class of claimants set forth above under III and IV above. All payments under the Atlas Plan shall come from the cash held by the Reorganized Atlas sixty days after the Effective Date, from the sale of Cornerstone, the Old Title X Receivables, up to $675,000 paid prior to the Effective Date, and any other cash held by Atlas, net of any funds withheld pursuant to Section 4.6 above . On the due date for payments and set forth in Articles III and IV above, the Reorganized Atlas shall distribute the required Pro Rata amount to each claimant holding an Allowed Secured or Unsecured Claim and escrow the same Pro Rata amount to creditors holding

disputed claims as provided in Article X herein.

6.3 By the Effective Date, Atlas shall serve notice upon the known Class 14 and 15 Interest Holders advising them that the Plan of Reorganization has been confirmed and whether the Plan was confirmed by cramdown or with the acceptance of each class. The notice to Class 14 Interest Holders shall advise them that their shares shall be voided if Atlas does not receive payment of the stock maintenance fee within thirty days after the date of the notice and on an annual basis thereafter.

6.4 Distributions of the cash required under paragraph 4.6(A) of the Plan shall be mailed by the 60th day after the Effective Date.

6.5 The Reorganized Atlas may pursue any claims or recovery actions held by Atlas, including but not limited to recovery under 11 U.S.C. §§544, 547, 548 and 549. The Reorganized Atlas may abandon any claim Atlas has against any third party if it determines that the claim is burdensome or of inconsequential value and benefit. The Reorganized Atlas is authorized to employ counsel to represent Atlas in the litigation or any cause of action or claims held by Atlas.

6.6 All funds held by the Reorganized Atlas for distribution under the Atlas Plan shall be held in compliance with the requirements of 11 U.S.C. §345 or in accounts or depositories previously approved by the Court and shall be held in Atlas Debtor-in-Possession accounts, or new accounts set up in accordance with the guidelines of the Office of the United States Trustee.

6.7 Following the Effective Date, the Reorganized Atlas may compromise objections to Claims or causes of action referred to in this Atlas Plan without notice and hearing for claims or causes of action asserted in the original amount of $25,000 or less. Settlements or compromises of any claims or causes of action asserted in the amount of $25,000 or more shall be subject to notice and an opportunity for hearing under the provisions after notice in compliance with the Local Rules of Bankruptcy Procedure.

6.8 Atlas shall receive a discharge to the extent permitted by 11 U.S.C. § 1141 and Atlas shall be entitled to seek injunctive relief from the Court, if necessary, to enforce any and all provisions of the Plan.

6.9 If the Atlas Plan is confirmed with the acceptance of the classes, the Class 15 shareholders will retain their interests and new stock shall be issued by the Reorganized Atlas to the Class 4, 5, 10, 11 and 12 creditors and pursuant to the Management Compensation Plan within 90 days after the Effective Date. In determining the Pro Rata share to be distributed to Contested Claims under Article X, the shares shall be reserved as if the Contested Claims were allowed in full and held by the Reorganized Atlas pending resolution of the dispute. If Atlas' objections to the claims are sustained by Final Order, the shares shall not be issued.

ARTICLE VII

CRAM DOWN

7.1 If all of the applicable requirements for confirmation of the Atlas Plan are met as set forth in 11 U.S.C. § 1129(a)(1)-(11) except Subparagraph (8), Atlas (subject to the acceptance of the Atlas Plan by at least one class which is impaired) hereby requests the Court confirm the Atlas Plan pursuant to 11 U.S.C. § 1129(b), notwithstanding the requirements of Subparagraph (8), as the Atlas Plan is fair and equitable and does not discriminate unfairly with respect to any dissenting, impaired class.

ARTICLE VIII

GENERAL PROVISIONS

8.1 The Reorganized Atlas shall be vested with ownership to all property of Atlas upon the Effective Date except for those assets to be transferred to the Reclamation Trust.

8.2. The payment of Allowed Claims, Allowed Administrative Claims and Allowed Secured Claims shall be in exchange for all claims against Atlas and the Reorganized Atlas and shall constitute full settlement, release, discharge, and satisfaction of all such claims against Atlas and the Reorganized Atlas.

8.3 Nothing herein contained shall prevent Atlas from taking any action as may be necessary to the enforcement of any cause of action which may exist on behalf of Atlas and which may not have been enforced or prosecuted by Atlas prior to the Effective Date.

8.4 Atlas reserves the right to modify the Plan prior to the Confirmation, and thereafter to modify the Plan in accordance with 11 U.S.C. § 1127(b) and ¶ 5.2 hereunder.

8.5 Atlas reserves the right to reopen the Chapter 11 case after Confirmation and dismissal for the purposes set forth in Article XII.

8.6 To the extent that the provisions of the Disclosure Statement are inconsistent with the provisions of this Plan, the provisions of this Plan shall control.

8.7 Atlas' obligation to pay the quarterly fees owing to the Office of the United States Trustee pursuant to 28 U.S.C. §1930(a)(6) is a continuing obligation which does not terminate until the Bankruptcy Case is closed.

ARTICLE IX

PROVISION FOR ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS

9.1 All unexpired leases and executory contracts between Atlas and any other party which have not prior to the Effective Date of the Atlas Plan been affirmatively assumed by Atlas by the filing of an appropriate motion are hereby rejected.

ARTICLE X

PROVISION AS TO CONTESTED CLAIMS

10.1 Atlas or the Reorganized Atlas may, at any time within ninety (90) days after the Effective Date file an objection to any claim which in its opinion should be objected to as improper, in whole or in part. Atlas may further designate claims held by creditors against whom they believe actions may be brought under Sections 544, 547, 548 or 549 of the Bankruptcy Code as Contested Claims by sending notice in writing to the Claimant within sixty (60) days after the Effective Date.

Upon the filing of such objection or service of said written notice, such claim shall be considered a Contested Claim, and any cash or other instruments or property otherwise distributable to such creditor under this Atlas Plan shall be held by Atlas in escrow until final disposition of the objection to the claim either by settlement or entry of a Final Order. If the claim is only contested in part, payment shall be made to the claimant on the uncontested portion under the provisions of Article IV and the balance shall be treated as a Contested Claim under the provisions of Article X. If the objection is overruled or denied, in whole or in part, or the claim is allowed by stipulation of Atlas and the claimant, such claimant shall receive the amount of cash or property provided in this Atlas Plan to the extent of the amount of the claim finally allowed, including back installments.

10.2 From and after the Effective Date, the Reorganized Atlas shall reserve and hold for the benefit of each holder of a Contested Claim cash in an amount equal to the Pro Rata payments which would have been made to the holder of such contested claim if it were an Allowed Claim in an amount equal to the lesser of: (i) the amount of the Contested Claim or (ii) the amount in which the Contested Claim shall be estimated by the Bankruptcy Court pursuant to § 502 of the Bankruptcy Code for purposes of allowance, which amount shall constitute and represent the maximum amount in which such claim may ultimately become an Allowed Claim. No payments or distributions shall be made with respect to all or any portion of any Contested Claim pending the entire resolution thereof by Final Order.

ARTICLE XI

AMENDMENT OF ARTICLES OF INCORPORATION AND BYLAWS OF DEBTOR AND STOCK INCENTIVE PLAN

11.1 As may be required, the Articles and Bylaws of Atlas shall be amended on or before the Effective Date to the extent necessary to effectuate the provisions of the Atlas Plan, including but not limited to, reincorporating the Reorganized Atlas under the laws of the State of Colorado, reverse splitting the common stock such that for every thirty shares of outstanding common stock shall be converted to one share of common stock in the Reorganized Atlas, maintaining its authorized common stock at 100,000,000 shares and issuing new common stock in compliance with the provisions of this Atlas Plan. In consummating the reverse split of the common stock the following rules shall apply: (a) no fractional shares shall be issued; (b) no compensation shall be paid for fractional shares; and (c) to the extent an interest holder owns less than 30 shares on the Effective Date, they shall receive, subject to compliance with Section 4.10 and the treatment of Class 14, one share of the Reorganized Atlas. All percentages of stock referred to in this Atlas Plan shall refer to the percentage of issued and outstanding shares as of the Effective Date.

11.2 A Stock Incentive Plan shall be established pursuant to which the employees, management or officers of Reorganized Atlas may acquire stock based upon criteria established in the Stock Incentive Plan, to be approved by the Board of Directors of the Reorganized Atlas. Any stock used for the Stock Incentive Plan shall be derived from the unissued shares of the Reorganized Atlas and not from any shares to be issued to any other party in interest.

11.3 A Management Compensation Plan shall be implemented on the Effective Date to compensate current management and key employees for reorganizing Atlas and to ensure stability and an orderly transition of management as may be required. The Reorganized Atlas shall issue 15% of the shares of stock in the Reorganized Atlas (plus any additional shares transferred from the Class 5(b) creditor) as follows:

Gregg Shafter	4% plus 1/4 of any shares from the Class 5(b) claim
Richard E. Blubaugh	3% plus 1/2 of any shares from the Class 5(b) claim
James Jensen	3% plus 1/4 of any shares from the Class 5(b) claim
Key Employees	5%

In addition, Gregg Shafter shall receive a retainer for a one year consulting contract of $30,000 per year and Richard E. Blubaugh shall receive a two year consulting contract with a retainer of $30,000 per year.

11.4 Board of Directors and Annual Shareholders Meeting.

The current Board of Directors shall serve until the next annual or special meeting of shareholders, called in accordance with the Bylaws, provided that the Official Creditors Committee shall on the Effective Date appoint new members to the Board of Directors representing a minimum of two (2) new members up to a maximum number of new members representing 50% of the Board. The Bylaws shall be amended to provide that the Board of Directors shall consist of a minium of 4 and a maximum of 8 members. At the annual or special meeting, the shareholders shall elect a new Board of Directors.

ARTICLE XII

RETENTION OF JURISDICTION

The Court shall retain jurisdiction over this Chapter 11 case and related core and non-core proceedings, for the following purposes:

12.1 To hear and determine any and all objections to the allowance of claims or interests.

12.2 To determine any and all applications for allowances of compensation and reimbursement of expenses and any other fees and expenses authorized to be paid or reimbursed under the Code or the Plan.

12.3 To hear and determine any and all pending applications for the rejection or assumption, or for the assumption and assignment, as the case may be, of executory contracts or unexpired leases to which Atlas is party, and to hear and determine any and all claims arising therefrom.

12.4 To hear and determine any and all applications, adversary proceedings, and contested or litigated matters that may be pending on the Effective Date or that Atlas may bring subsequent to the Effective Date or to which Atlas may be made a party.

12.5 To consider any modifications of the Atlas Plan, to remedy any defect or omission or reconcile any inconsistency in the Atlas Plan or in the orders of the Bankruptcy Court, including the Order of Confirmation.

12.6 To hear and determine any application to sell Atlas' property free and clear of liens.

12.7 To hear and determine all controversies, suits, and disputes that may arise in connection with the interpretation, enforcement, or consummation of the Atlas Plan, including any disputes between the plan proponents.

12.8 To consider and act on the compromise and settlement of any claim or cause of action by or against Atlas.

12.9 To issue orders in aid of execution of the Atlas Plan as contemplated by § 1142 of the Code.

12.10 To determine such other matters as may be set forth in the Order or Confirmation or which may arise in connection with the Plan or the Order of Confirmation.

Dated this 30th day of March, 1999.

Respectfully submitted,

DEBTORS:

ATLAS CORPORATION

By:_____
Gregg Shafter, President

SENDER & WASSERMAN, P.C.

By:_____
Harvey Sender, #7546
John B.Wasserman, #10011
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April 1, 1999

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RE: Atlas Corporation

Dear Sirs and Madam:

I am enclosing a copy of the plan of reorganization filed by Atlas Corporation on March 30, 1999. The plan is provided to you at this time for information purposes only. Atlas is not currently soliciting acceptances of a plan of reorganization. Atlas plans to file its Disclosure Statement with the Bankruptcy Court by April 30, 1999. The Disclosure Statement will include information which the Debtor believes is necessary for creditors and parties in interest to be able to fully evaluate the merits of its plan of reorganization. The Bankruptcy Court must approve the adequacy of the disclosure statement, making findings that the disclosure statement provides sufficient information to enable creditors to make an informed decision about the plan of reorganization before the Debtor is permitted to solicit acceptances of its plan of reorganization. The plan may be modified prior to the time the Debtor solicits acceptances of its plan. Once the Disclosure Statement is determined to be adequate, the Debtor will solicit acceptances of its plan and you will receive a copy of the plan, disclosure statement, a ballot and an order setting deadlines for submitting your vote to the plan of reorganization.

Very truly yours,

Beth Heitler

Beth Heitler

enc.

B/19

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO

IN RE:	)	
	)	
ATLAS CORPORATION,	)	Case No. 98-23331 DEC
a Delaware corporation	)	Chapter 11
EIN #: 15-5503312	)	
	)	
ATLAS GOLD MINING INC., a Nevada Corp.	)	Case No. 99-10889 DEC
EIN #:84-1023843	)	Chapter 11
	)	
ATLAS PRECIOUS METALS INC., a Nevada	)	Case No. 99-10890 SBB
Corp., EIN #: 87-0400332	)	Chapter 11
	)	
Debtors.	)	(Jointly Administered Under
	)	Case No. 98-23331 DEC)

ATLAS CORPORATIONS'S PLAN OF REORGANIZATION

Atlas Corporation, Debtor in Possession, by and through its counsel Sender & Wasserman, P.C., proposes this Plan of Reorganization pursuant to 11 U.S.C. § 1121(a) (hereinafter referred to as the "Atlas Plan"):

ARTICLE I

DEFINITIONS

All capitalized terms used herein shall have the respective meanings set forth below or otherwise assigned in the Plan. All other terms shall have the meanings assigned to such terms in the Bankruptcy Code or the Bankruptcy Rules, or if none, by common usage.

1.1 "ACSTAR" shall mean ACSTAR Insurance Company. ACSTAR has issued bonds to secure the Cleanup Obligations of Atlas and certain of its subsidiaries.

1.2 "ACSTAR Bonds" shall mean Bond #6149 for the Carter Raymond Property, Bond #6039 and Bond #6907 for the Grassy Mountain Property, Bonds #5559, #5660 and #5661 for the Gold Bar Property, having a collective face amount of $1,790,000 and secured by a letter of credit in the amount of $5,425,000, and $250,000 held in an escrow account for the benefit of ACSTAR with Colorado State Bank as the escrow agent (the "Escrow Fund"). The security for the ACSTAR

Bonds and the ACSTAR Moab Bond are cross-collateralized and represent joint and several obligations of Atlas, APMI and AGMI.

1.3 "ACSTAR Moab Bond" shall mean Bond #5652 for the Moab Utah Site Cleanup Obligations in the face amount of $6,500,000 and secured by a letter of credit in the amount of $5,425,000 and the Escrow Fund. The security for the ACSTAR Bonds and the ACSTAR Moab Bond is the same letter of credit and are cross-collateralized and constitute joint and several obligations of Atlas, APMI and AGMI.

1.4 "Administrative Expense" shall mean any cost or expense of administration of Chapter 11 allowed under 11 U.S.C. § 503(b) of the Code.

1.5 "Affiliate" shall mean any entity affiliated with Atlas pursuant to 11 U.S.C. § 101(2).

1.6 "AGMI" shall mean Atlas Gold Mining Inc., a Nevada corporation, the Chapter 11 Debtor under Case No. 99-10889 DEC.

1.7 "AGMI Plan" shall mean the Plan of Reorganization submitted by the Debtor, Atlas Gold Mining Inc.

1.8 "Allowed Claim" shall mean (a) an unsecured claim against Atlas which is set forth in Atlas' schedules other than an unsecured claim against Atlas scheduled by Atlas as disputed, contingent or unliquidated; (b) an unsecured claim against Atlas which has been filed pursuant to 11 U.S.C. § 501, and with respect to which no objection to the allowance thereof has been interposed within sixty (60) days after the Effective Date, or as to which any objection has been determined by Final Order; provided however, that interest which would have accrued on or after September 22, 1998, shall not be a part of any Allowed Claim. Allowed Claims may include, but are not limited to, claims that arise from the rejection of executory contracts.

1.9 "Allowed Secured Claim" shall mean an Allowed Claim secured by property of Atlas.

1.10 "American Reclamation and Dismantling Receivable" shall mean a claimed receivable of Atlas, for reimbursement of $560,000 filed with the Department of Energy and not approved to date, representing 56% of the amount expended by Atlas and reimbursable pursuant to Title X.

1.11 "APMI" shall mean Atlas Precious Metals Inc., a Nevada corporation, the Chapter 11 Debtor under Case No. 99-10890 SBB.

1.12 "APMI Plan" shall mean the Plan of Reorganization submitted by the Debtor, Atlas Precious Metals Inc.

1.13 "Arisur" shall mean Arisur Inc., a Grand Cayman corporation which is a wholly owned subsidiary of Atlas, and which operates in Bolivia through a Branch, lead, zinc and silver mines.

1.14 "Atlas" shall mean Atlas Corporation, a Delaware corporation, the Chapter 11 Debtor under Case No. 98-23331 DEC.

1.15 "Atlas Plan" shall mean the Plan of Reorganization submitted by the Debtor, Atlas.

1.16 "Bankruptcy Case" shall mean the Atlas Chapter 11 case pending in the United States Bankruptcy Court for the District of Colorado.

1.17 "Bankruptcy Code" or "Code" shall mean Title II of the Bankruptcy Reform Act of 1978, 11 U.S.C. §§ 101, et seq., as amended.

1.18 "Bar Date" shall mean January 15, 1999.

1.19 "Chapter 11" shall mean Chapter 11 of the Code.

1.20 "Claim" shall mean a claim against Atlas as defined in 11 U.S.C. § 101(5).

1.21 "Confirmation" shall mean the entry by the Court of an order confirming the Plan in accordance with Chapter 11 of the Code.

1.22 "Contested Claim" shall mean shall mean any Claim which has been scheduled by Atlas as disputed, contingent, or unliquidated or any Claim as to which an objection to the allowance thereof has been or will be filed within sixty (60) days after the Effective Date. Contested Claims shall be treated under the provisions of Article X of this Plan until allowance or disallowance of such claim has been determined by a Final Order. Contested claims include claims which Atlas believes should be objected to in whole or in part. Contested claims further include any claims held by creditors against whom Atlas believes actions may be brought under Sections 544, 547, 548 or 549 of the Bankruptcy Code.

1.23 "Court" shall mean the United States District Court for the District of Colorado in Bankruptcy.

1.24 "Debtor" and "Debtor-in-Possession" shall mean Atlas.

1.25 "Disclosure Statement" shall mean the consolidated disclosure statement describing the Atlas Plan, the AGMI Plan and the APMI Plan, approved by the Court, and distributed to the various classes as provided in 11 U.S.C. § 1125.

1.26 "Effective Date"shall mean the first business day following thirty (30) days after the date the order confirming the Atlas Plan becomes a Final Order.

1.27 "Final Order" shall mean an order or a judgment as to which the time to appeal or seek review or rehearing has expired. In the event that an appeal or petition for rehearing is filed, an order or judgment shall be final unless an order enters granting a stay pending appeal or petition for rehearing.

1.28 "Future Title X Receivables shall mean those sums which accrue in the name of Atlas or the Reclamation Trust, subsequent to the Effective Date of the Atlas Plan from the Department of Energy under the provisions of 42 U.S.C. 2296a.

1.29 "Gold Bar Property" shall mean the gold resource, mill facilities and any all other real and personal property located on the gold mining property located in Eureka County, Nevada commonly referred to as Gold Bar.

1.30 "Insider" means any entity defined in 11 U.S.C. § 101(31)(B).

1.31 "Late Filed Claims" shall mean any claim filed in the Atlas Bankruptcy Case after January 15, 1999.

1.32 "Management Compensation Plan" shall mean the compensation plan formed in accordance with Article XI of this Plan to compensate current key management and employees for their efforts in reorganizing Atlas and to facilitate the orderly transition to future management, as may be required.

1.33 "Mill" shall mean the former uranium processing mill which was dismantled and previously located on the Moab Land.

1.34 "Mill Operations" shall mean the prior operations of the Mill.

1.35 "Moab Cleanup Obligation" shall mean any obligation of Atlas under the Moab License or under any federal, state or municipal rules, regulations or statutes to pay for or perform any remediation or cleanup at the Moab Utah Site or any other location which is currently or in the past been operated or owned by Atlas.

1.36 "Moab Land" and "Moab Utah Site" shall mean that certain real property owned by Atlas and consisting of approximately 430 acres, located in Grand County, Utah together with all buildings, structures, improvements, appurtenances, fixtures and easements.

1.37 "Moab License" shall mean Source Material License SUA-917.

1.38 "NRC" shall mean the Nuclear Regulatory Commission, an agency of the federal government having jurisdiction over the Moab Utah Site.

1.39 "Other Cleanup Obligations" shall mean any obligation of Atlas, APMI or AGMI under any federal, state or municipal rules, regulations or statutes to pay for or perform any remediation or cleanup at any location other than the Moab Utah Site which is currently or in the past been owned or operated, including, but not limited to, the Carter Raymond, Gold Bar and Grassy Mountain properties.

1.40 "Post-petition" shall mean anytime on or subsequent to September 22, 1998.

1.41 "Pre-petition" shall mean anytime prior to September 22, 1998.

1.42 "Pro Rata" shall mean with respect to any claimant, the percentage which the Allowed Claim of a creditor bears to the sum of all Allowed Claims in the same class as such Allowed Claim.

1.43 "Reclamation Trust" shall mean the trust to be formed pursuant to paragraph 4.3 of the Atlas Plan in compliance with the consent and approval of the NRC.

1.44 "Reclamation Trustee" shall mean the person or entity selected by the NRC with the agreement of the designated representative of Utah, prior to the Effective Date.

1.45 "Reorganized Atlas" shall mean the reorganized Atlas Corporation under the confirmed Atlas Plan.

1.46 "Retiree Medical Plan" shall mean that Medical Plan issued for the benefit of retirees of Atlas.

1.47 "Shipes Parties" shall mean Harold R. Shipes, Eileen Shipes, Danielle N. Shipes, John A. McKinney, Lynette R. McKinney, Raymond S. Birch, Rochelle M. Birch, Herbert E. Dunham, Ana M. Dunham, Alexandra McKinney, Justin S. Birch, Ashley McKinney, Tyler Birch, H. Edward Dunham, P. Brian Dunham, Rachel A. Dunham, Elizabeth M. Dunham, Suramco Holdings, Inc. who have agreed to treatment as Class 10 and Class 12 creditors under the terms of the Settlement Agreement dated January, 1999, approved by the Bankruptcy Court, which closed on or about March 25, 1999.

1.48 "Stock Incentive Plan" shall mean that plan which may be established in accordance with Article XI of this Atlas Plan as a future incentive to future management pursuant to which management may receive stock or earn stock as a performance bonus.

1.49 "Title X Receivables for Past Claims" shall mean those sums which accrue to Atlas

prior to the Effective Date of the Plan from the Department of Energy under the provisions of Pub. L. 102-486, Title X, § 1001, Oct. 24, 1992, 106 Stat. 2946, codified at 42 U.S.C. § 2296(a), including pre-petition and post petition claims, regardless of approval of the claims by the Department of Energy, exclusive of up to $675,000 anticipated to be received by Atlas prior to confirmation, and exclusive of the American Reclamation and Dismantling Receivable.

1.50 "Uranium Tailings Pile" shall mean the tailings pile of approximately 10.5 million tons impounded on the Moab Land.

1.51 "Utah" shall mean the State of Utah.

1.52 "Water Rights" shall mean Atlas' rights to water located at the Moab Land, listed as 6.3 cfs from the Colorado River, Grand County, Utah, Water Right No. 01-40, Application 30032, Certificate No. 6111.

ARTICLE II

2.1 Claims.

Class 1. Allowed Administrative Expense Claims as defined in 11 U.S.C. § 503 of the Code against Atlas. To the extent the Class 4 and/or 5 creditors have or could have asserted administrative expense claims they shall be treated under Class 4 or 5 respectively of the Atlas Plan. All fees payable to the U.S. Trustee shall be paid in full as they become due until the Bankruptcy Case is closed.

Class 2. Unsecured Impaired Claims for Wages against Atlas to the extent of $4,300 pursuant to 11 U.S.C. § 507(a)(3)(A) and (B). Class 2 Wage Claims shall include claims for unpaid wages, including severance pay, vacation pay or sick leave pay earned but unpaid within ninety (90) days prior to the filing of the petition.

Class 3. Any allowed unsecured and/or secured priority tax claims of the Internal Revenue Service, Colorado Department of Revenue and any taxing authority holding claims under 11 U.S.C. §507(a)(8) against Atlas.

Class 4. Impaired claims of NRC and Utah arising from the Mill Operations and the Cleanup Obligations of Atlas at the Moab Utah Site.

Class 5 a. Secured Claims of ACSTAR.

Class 5 b. Unsecured and Administrative Claims of ACSTAR.

Class 6. Allowed Secured Claims against Atlas.

Class 7. Unimpaired Claims of Retirees against Atlas for Medical Benefits.

Class 8. Unimpaired Claims of Holders of Unexpired Leases and Executory Contracts against Atlas.

Class 9. Impaired Personal Injury or Tort Claims against Atlas.

Class 10. Impaired Claims of General Unsecured Creditors of Atlas.

Class 11. Impaired Claims held by AGMI.

Class 12. Impaired Claims of Subordinated Debt.

Class 13. Impaired Claims held by the Internal Revenue Service, Colorado Department of Revenue and any other taxing authority for penalties not related to actual pecuniary loss.

Class 14. Impaired interests of Atlas common stockholders holding less than 1,000 shares.

Class 15. Impaired interests of Atlas common stockholders holding at least 1,000 shares or more.

Class 16. Impaired interests of any holders of Warrants and Stock Options issued by Atlas Pre-Petition.

Class 17. Late filed claims.

ARTICLE III

TREATMENT OF CLAIMS NOT IMPAIRED UNDER THE PLAN

3.1 **Class 1. Allowed Administrative Expenses pursuant to 11 U.S.C. §503.** Class 1 Allowed Administrative Expenses as defined by 11 U.S.C. §503 shall be paid in cash in full on the Effective Date or shall by paid upon such other terms as may be agreed upon by Atlas and the respective holder of the claim for Administrative Expenses. All fees payable to the U.S. Trustee program shall be paid as they become due until closure of the Bankruptcy Case. Notwithstanding an assertion by the Class 4 or Class 5 claimants that their claims are entitled to priority under Section 503(b) of the Bankruptcy Code, the Class 4 and 5 claims shall be treated under Class 4 and 5

respectively of this Plan and not as Class 1 Administrative Expenses.

3.2 **Class 6.** **Allowed Secured Claims.** Class 6 is comprised of the Allowed Secured Claims against Atlas except for the claims of the Class 4 and 5 creditors. The Class 6 claimants and Debtor shall retain all rights, without modification, under the notes and related security agreements. The Class 6 creditors rights are unimpaired and shall be paid by Reorganized Atlas in full in accordance with the terms of their respective agreements.

In the event that Atlas contests the extent, validity or priority of any security interest asserted by a Class 6 creditor through the filing of an adversary proceeding or seeks to void any security interest under 11 U.S.C. §§544, 547, 548 or 549, the claim of that creditor shall be treated in accordance with the provisions of Article X of the Atlas Plan. In the event that a Final Order enters in favor of the claimant upholding the validity of the secured claim, the claim shall be unimpaired to the extent allowed. If a Final Order enters holding that there is no valid security interest or voiding a security interest, the claim shall be treated as a Class 10 unsecured claim, unless otherwise ordered by the Court.

3.3 **Class 7.** **Allowed Claims of Retirees for Medical Benefits.** Class 7 is comprised of the allowed claims of Retirees for Medical Benefits as that term is defined in 11 U.S.C. §1114. Atlas or Reorganized Atlas shall fulfill its obligations under the Medical Plan in compliance with the provisions of 11 U.S.C. §1114. The Class 7 claims are unimpaired.

3.4 **Class 8.** **Executory Contract and Unexpired Leases.** Class 8 is comprised of the claims held by parties to unexpired leases or executory contracts. Atlas, prior to the hearing on confirmation, shall file motions to assume or reject its unexpired leases and executory contracts. If Atlas moves to assume the unexpired leases and executory contracts, the claims shall be treated in accordance with the order of the Court granting the assumption. Any unexpired leases or executory contracts for which a Motion to Assume has not been filed by Atlas prior to the hearing on confirmation shall be deemed rejected. Under the terms of the lease agreements, in the event that a lease is rejected, the equipment or property will be returned to the lessor, unless Atlas and the lessor otherwise agree. The claims held by holders of rejected leases or executory contracts shall be treated as a Class 10 unsecured claim subject to the limitations of Section 502 of the Code.

ARTICLE IV

TREATMENT OF CLAIMS IMPAIRED UNDER THE PLAN

4.1 **Class 2.** **Unsecured Impaired Claims for Wages to the extent of $4,300 pursuant to 11 U.S.C. § 507(a)(3)(A) and (B).** Class 2 Wage Claims shall include claims for unpaid wages, including severance pay, vacation pay or sick leave pay earned but unpaid within ninety (90) days prior to the filing of the petition. Claimants with allowed wage claims shall receive

100% of the wage portion of their claims without interest up to a maximum of $4,300.00 per claimant on the Effective Date. Any allowed wage claims in excess of $4,300 or which were incurred prior to ninety days before the filing of the petition shall be treated as a Class 10 unsecured claim.

4.2 **Class 3.** **Allowed Unsecured Tax Claims pursuant to 11 U.S.C. § 507(a)(8).** Class 3 is comprised of Allowed Unsecured Tax Claims under U.S.C. §507(a)(8) excluding claims for penalties not related to actual pecuniary loss. The Class 3 claimants shall receive 100% of their secured and unsecured priority claims in quarterly installments with interest at 8% per annum. The Class 3 claims shall be paid in full within six years from the date of assessment. Claims for penalties not related to actual pecuniary loss shall be treated under Class 12. Payments to the Class 3 claimants shall commence within fifteen days after the close of the first calendar quarter ending after the Effective Date of the Atlas Plan. The Class 3 claimants shall retain their prepetition liens, if any, on property of the Reorganized Atlas pending payment in full of the Class 3 claims.

4.3 **Class 4.** **Allowed Claims of the Nuclear Regulatory Commission and the State of Utah for Reclamation of the Moab Utah Site.** Class 4 is comprised of any and all claims of any kind or nature, whether filed, unfiled or to be accrued, known or unknown based upon any and all federal, state, municipal or other governmental units rules, regulations or statutes whether now in existence or enacted in the future of the NRC and Utah, or any other agency or entity, whether public or private, with the same or similar claims for the construction, maintenance, holding, transfer and/or final disposal and containment of the Uranium Tailings Pile at Mill owned by Atlas on the Moab Land, or in any way related to the Mill, the Mill Operations or the Moab Cleanup Obligations. Atlas' Moab Cleanup Obligations are secured by the ACSTAR Moab Bond in the amount of $6,500,000.

A Reclamation Trust shall be established by the NRC, on or before confirmation of the Atlas Plan under the regulations of the NRC, with the concurrence of Atlas and a designated representative of Utah. The Reclamation Trustee shall be selected by the NRC with the agreement of the designated representative of Utah. The assets transferred to the Reclamation Trust under the terms of the Atlas Plan shall be held in compliance with the regulations of the NRC and shall be distributed or utilized in accordance with the NRC and within the discretion and control of the Reclamation Trustee.

On the Effective Date of the Atlas Plan, Atlas and ACSTAR as indicated shall transfer to the Reclamation Trust the following assets (hereinafter the "Reclamation Trust Assets") in full satisfaction of any and all claims of any kind and nature under Class 4:

1. Title X Receivables for Past Claims;

2. 50% of any net recovery from collection of the American Reclamation and Dismantling Receivable;

3. Atlas' rights to Future Title X Receivables;

4. Atlas' interests in the Water Rights;

5. Atlas' interest in the Moab Land;

6. ACSTAR shall transfer the sum of $5,250,000 to the Reclamation Trust in full and complete satisfaction of the obligations under the ACSTAR Moab Bond; and upon receipt of said payment NRC shall provide ACSTAR a full, final and complete release and discharge of all of ACSTAR's obligations on the Moab Site and ACSTAR's surety bond issued in connection therewith, the form of said release to be mutually acceptable to NRC and ACSTAR;

7. Shares representing two and one half percent (2.5%) of the common stock of the Reorganized Atlas shall be issued to the Reclamation Trust.

Except for item 6, all assets shall be transferred in kind, by way of quit claim deed or similar document, without representations, warranties or indemnification rights of any kind.

The Class 4 claims shall be satisfied in full by the transfer of the Reclamation Trust Assets. NRC and the State of Utah shall waive and release any and all claims against Atlas, the Reorganized Atlas, ACSTAR and their respective officers, directors, employees, agents and representatives which shall be represented by a separate release signed by the NRC and Utah. Upon transfer of the Reclamation Trust Assets to the Reclamation Trust, the Reclamation Trust shall assume the obligations of Atlas for the Moab Utah Site and the Moab License, in accordance with the terms of a confirmatory order to be issued by the NRC, on or before the confirmation of the Atlas Plan. The Moab License issued to Atlas by the NRC relative to the Mill and Mill Operations shall either be terminated or transferred to the Reclamation Trust, in accordance with the terms of the confirmatory order. Atlas' obligations shall be limited to executing any and all documents necessary to effectuate the terms of the Atlas Plan.

4.4 **Class 5a.** The Class 5a claims are comprised of the Allowed Secured Claims of ACSTAR which are secured by certain letters of credit in the aggregate amount of $5,425,000, plus $250,000 held in an escrow account with Colorado State Bank. The ACSTAR Allowed Secured Claims are based upon the ACSTAR Bonds and ACSTAR Moab Bond in the aggregate amount of $8,290,000 to secure Moab Cleanup Obligations and Other Cleanup Obligations. ACSTAR's secured claims against Atlas, AGMI and APMI are cross collateralized. If it has not already done so prior to the Effective Date, ACSTAR shall be entitled to draw on the letter of credit and use the proceeds thereof in order to pay the Class 4 creditors and to reimburse itself for the actual amount incurred under the ACSTAR Bonds for Other Cleanup Obligations and its unpaid fees and expenses. Atlas will assist ACSTAR in obtaining the funds, or drawing on the letter of credit. Furthermore, any amount remaining from the $250,000 escrow account may be used by ACSTAR for the same

purposes. To the extent any funds remain from the letter of credit or the escrow account after satisfaction of the Other Cleanup Obligations secured by the ACSTAR Bonds and any unpaid fees and expenses ACSTAR has incurred on said Bonds, such funds shall be remitted to the Reorganized Atlas. ACSTAR shall retain its rights under the letter of credit and escrow agreement unless said letter of credit have been drawn upon in which case its rights shall attach to the cash proceeds of the letters of credit and the funds in the escrow account. The foregoing treatment shall constitute satisfaction in full of the Class 5a Allowed Secured Claim.

Class 5b. The Class 5(b) claim is comprised of the unsecured deficiency claim which ACSTAR has for the Other Cleanup Obligations which it has to pay, and unpaid fees and expenses in excess of its Class 5(a) Allowed Secured Claim, which claim shall not exceed $500,000. Any claim by ACSTAR that its claims are entitled to treatment as a Class 1 Administrative Expense, under any theory, and any potential claim against ARISUR, shall be waived and released. For purposes of voting and feasibility the Class 5(b) claim shall be estimated at $500,000. On the later of Effective Date of the Atlas Plan or at such time as the Class 5(b) creditors claim is actually determined, it shall receive in full satisfaction of its claim an amount equal to the actual amount expended for Other Cleanup Obligations, plus fees and expenses, not to exceed $500,000 and shares representing two and one-half percent (2.5%) of the outstanding common stock of the Reorganized Atlas; provided that such stock shall be held by a mutually acceptable escrow agent pending determination of ACSTAR's responsibility for the Other Cleanup Obligations . If Bonds #5559, #5660 and #5661 are terminated without being called and/or there is no unsecured deficiency, the Allowed Class 5(b) claim shall be $0 and the shares which are being held in escrow shall be assigned for distribution pursuant to the Management Compensation Plan established under Section 11.3. The actual amount of the Class 5(b) monetary claim shall be paid as a Class 10 Allowed Unsecured Claim.

4.5 **Class 9.** **Allowed Personal Injury or Tort Claims.** Class 9 is comprised of personal injury and tort claims, including any wrongful-death claims or claims resulting from Atlas' operations or based upon the production of or exposure to asbestos, uranium or any other materials. All timely filed Class 9 claims are being defended by insurance defense counsel. The Allowed Class 9 Claims shall receive the proceeds from insurance coverage, if any, applicable to the particular claim. Each Allowed Class 9 Claim shall be deemed to have elected to pursue the insurance coverage, if any, attributable to its Claim, unless they affirmatively elect otherwise. In the alternative any Allowed Class 9 Claim may elect at the time of tendering its ballot to be treated as a Class 10 General Unsecured Claim. Upon receipt of such election, the Debtor will file a claims estimation proceeding, should such a proceeding be necessary. Barring such election, each such claim shall be estimated at zero for voting purpose and shall receive nothing from the Reorganized Atlas. Any late filed claims shall be barred and shall receive only the proceeds of any applicable insurance coverage.

4.6 **Class 10.** **Allowed Unsecured Claims.** Class 10 is comprised of the Allowed

Unsecured Claims against Atlas, including any claims of the Atlas Corporation 1978 Retirement Plan (the "Pension Plan"), or its successors and assigns including the Pension Benefit Guaranty Corporation, for any liability for funding under the Pension Plan. The Allowed Class 10 creditors shall receive the following:

(A) All cash held by Atlas sixty days after the Effective Date, net of the following amounts: (a) up to$800,000 which shall be retained as working capital; (b) an amount necessary to satisfy all Class 1 administrative expenses and/or operating expenses accrued and unpaid as of the Effective Date; and (c) an amount necessary to satisfy all Class 2 claims. The net cash shall be distributed on a Pro Rata basis between the Class 10, 11 and 12 creditors, who shall be treated as one class for such purposes. In the event that the Atlas Plan is confirmed by cramdown, resulting in a voiding in all of the interests of Class 14 and Class 15 and a resulting percentage increase in the shares issued to Class 10, the cash withheld from distribution shall be increased from $800,000 to $1,000,000;

(B) Any and all net proceeds received by the Reorganized Atlas, directly or indirectly from APMI and/or AGMI , from the sale or disposition of the Gold Bar and/or Grassy Mountain properties, provided the paricular property is sold within one year of the effective date

(C) Shares representing sixty-five percent (65%) of the common stock to be issued by the Reorganized Atlas. The stock shall be distributed on a Pro Rata basis between the Class 10, 11 and 12 creditors for purposes of this distribution to the Class 10, 11 and 12 Creditors who shall be treated as one class for such purposes.

4.7 **Class 11.** **Claims Held by AGMI.** Class 11 is comprised of the claims held by AGMI for an inter-company payable for cash advanced to Atlas. The allowed claim of AGMI shall first be offset against AGMI's obligations to APMI which will reduce the accounts receivable owed by APMI to Atlas. To the extent there is any amount still owed by Atlas to AGMI, the net Allowed Class 11 Claim shall be treated on a Pro Rata basis with the Class 10 creditors.

4.8 **Class 12.** **Subordinated Debt Claims of the Shipes Parties.** Class 12 is comprised of the subordinated debt claims in the amount of $2,250,000 against Atlas and an Allowed Unsecured Claim of $580,000 held by the Shipes Parties. The $580,000 claim shall be treated and paid as a Class 10 claim. The remaining Class 12 claim shall not share in any cash distribution until the Class 10 and 11 Allowed Unsecured Claims have been paid in full. The subordinated Class 12 Debt Claim, however, shall share in the distribution of the stock of the Reorganized Atlas as set forth in paragraph 4.6(B) on a Pro Rata basis with the Class 10 and 11

Creditors.

4.9 **Class 13.** **Claims Held by the Internal Revenue Service, Colorado Department of Revenue and Any Other Taxing Authority for Penalties Not Related to Actual Pecuniary Loss.** The Class 13 Claims are comprised of any penalty claims held by the Internal Revenue Service, the Colorado Department of Revenue or any other taxing authority which are not related to actual pecuniary loss. The Class 13 claims shall not receive any distribution of cash unless and until the Class 10 and 11 claims have been paid in full. The Class 13 claims shall not share in any distribution of stock of the Reorganized Atlas.

4.10 **Class 14.** **Common Stockholders Holding Less than 1000 Shares.** Class 14 is comprised of the interests of common stockholders holding less than 1000 shares of Atlas stock on the Effective Date. The interests of all Class 14 interest holders shall be voided unless the shareholder pays the cost of maintaining the shares of $15 per year per shareholder. If the annual payment is made the interest holder shall be treated in accordance with Class 15. In the event that the Atlas Plan is confirmed by cramdown, without the acceptance of each class of creditors, the interests of the Class 14 creditors shall be voided and the Class 14 creditors shall not have the option of retaining their shares by paying the maintenance fee.

4.11 **Class 15.** **Common Stockholders Holding 1000 Shares or More.** Class 15 is comprised of the common stockholders holding 1000 shares or more of the common stock of Atlas on the Effective Date. The Class 15 interest holders shall retain their shares of common stock which shall be diluted such that the shares which they collectively own shall constitute fifteen percent (15%) of the outstanding stock of the Reorganized Atlas on the Effective Date. In the event that the Plan is confirmed by cramdown, the interests of the Class 15 Stockholders shall be voided, and the stock interest shall be held by the Reorganized Atlas as authorized but unissued shares.

4.12 **Class 16.** **Warrants and Stock Options.** Class 16 is comprised of any and all outstanding warrants of Atlas Corporation and any and all outstanding stock options. All such warrants and stock options shall be voided as of the Effective Date.

4.13 **Class 17.** **Late Filed Claims.** Class 17 is comprised of all late filed claims against Atlas. The Class 17 claims shall be disallowed and shall receive no distribution under the Atlas Plan.

ARTICLE V

DEFAULT AND PLAN MODIFICATION

5.1 In the event of any default by the Reorganized Atlas of any payment to any class of claimants arising under the terms of the Atlas Plan, the Reorganized Atlas shall have thirty (30) days within which to cure any default in payments due under this Plan after the date of issuance of written notice from any claim holder. Written notice shall be provided to the Reorganized Atlas and to Debtor's counsel. The notice to Debtor's counsel shall be served upon Sender & Wasserman, P.C., 1999 Broadway, Suite 2305, Denver, Colorado 80202, unless written notice of substitution of legal counsel is served upon the claim holder at least fifteen (15) days prior to the date notice is sent.

5.2 In the event that the Reorganized Atlas fails to cure any default in the requirements to make payment under the Plan, within forty-five days from the date that written notice is sent in compliance with paragraph 5.1, the Reorganized Atlas shall be in default under the terms of the Plan.

5.3 At any time after Confirmation of the Plan but before substantial consummation of the Plan, the Plan may be modified upon the request of the Reorganized Atlas, after notice and a hearing, only to the extent allowed by 11 U.S.C. § 1127.

ARTICLE VI

MEANS FOR THE IMPLEMENTATION AND EXECUTION OF THE PLAN

6.1 On or about the Effective Date, all assets of Atlas shall be transferred to the Reorganized Atlas free and clear of all liens, claims, and interests of creditors, equity holders, and other parties in interest, except as otherwise provided herein with respect to the assets to be transferred to the Reclamation Trust in payment of the Class 4 Claims. Specifically, the assets shall be transferred subject to the liens held by the Class 5 and 6 secured creditors and any Class 2 creditor with perfected liens. The Reorganized Atlas shall not, except as otherwise provided in this Plan, be liable to repay any debts which accrued prior to the Confirmation Date. Except as provided in this Atlas Plan, on the Confirmation Date Atlas shall be granted a discharge under 11 U.S.C. § 1141.

6.2 On the Effective Date, Atlas shall begin implementing its Plan of Reorganization pursuant to the terms for each class of claimants set forth above under III and IV above. All payments under the Atlas Plan shall come from the cash held by the Reorganized Atlas sixty days after the Effective Date, from the sale of Cornerstone, the Old Title X Receivables, up to $675,000 paid prior to the Effective Date, and any other cash held by Atlas, net of any funds withheld pursuant to Section 4.6 above . On the due date for payments and set forth in Articles III and IV above, the Reorganized Atlas shall distribute the required Pro Rata amount to each claimant holding an Allowed Secured or Unsecured Claim and escrow the same Pro Rata amount to creditors holding

disputed claims as provided in Article X herein.

6.3 By the Effective Date, Atlas shall serve notice upon the known Class 14 and 15 Interest Holders advising them that the Plan of Reorganization has been confirmed and whether the Plan was confirmed by cramdown or with the acceptance of each class. The notice to Class 14 Interest Holders shall advise them that their shares shall be voided if Atlas does not receive payment of the stock maintenance fee within thirty days after the date of the notice and on an annual basis thereafter.

6.4 Distributions of the cash required under paragraph 4.6(A) of the Plan shall be mailed by the 60th day after the Effective Date.

6.5 The Reorganized Atlas may pursue any claims or recovery actions held by Atlas, including but not limited to recovery under 11 U.S.C. §§544, 547, 548 and 549. The Reorganized Atlas may abandon any claim Atlas has against any third party if it determines that the claim is burdensome or of inconsequential value and benefit. The Reorganized Atlas is authorized to employ counsel to represent Atlas in the litigation or any cause of action or claims held by Atlas.

6.6 All funds held by the Reorganized Atlas for distribution under the Atlas Plan shall be held in compliance with the requirements of 11 U.S.C. §345 or in accounts or depositories previously approved by the Court and shall be held in Atlas Debtor-in-Possession accounts, or new accounts set up in accordance with the guidelines of the Office of the United States Trustee.

6.7 Following the Effective Date, the Reorganized Atlas may compromise objections to Claims or causes of action referred to in this Atlas Plan without notice and hearing for claims or causes of action asserted in the original amount of $25,000 or less. Settlements or compromises of any claims or causes of action asserted in the amount of $25,000 or more shall be subject to notice and an opportunity for hearing under the provisions after notice in compliance with the Local Rules of Bankruptcy Procedure.

6.8 Atlas shall receive a discharge to the extent permitted by 11 U.S.C. § 1141 and Atlas shall be entitled to seek injunctive relief from the Court, if necessary, to enforce any and all provisions of the Plan.

6.9 If the Atlas Plan is confirmed with the acceptance of the classes, the Class 15 shareholders will retain their interests and new stock shall be issued by the Reorganized Atlas to the Class 4, 5, 10, 11 and 12 creditors and pursuant to the Management Compensation Plan within 90 days after the Effective Date. In determining the Pro Rata share to be distributed to Contested Claims under Article X, the shares shall be reserved as if the Contested Claims were allowed in full and held by the Reorganized Atlas pending resolution of the dispute. If Atlas' objections to the claims are sustained by Final Order, the shares shall not be issued.

ARTICLE VII

CRAM DOWN

7.1 If all of the applicable requirements for confirmation of the Atlas Plan are met as set forth in 11 U.S.C. § 1129(a)(1)-(11) except Subparagraph (8), Atlas (subject to the acceptance of the Atlas Plan by at least one class which is impaired) hereby requests the Court confirm the Atlas Plan pursuant to 11 U.S.C. § 1129(b), notwithstanding the requirements of Subparagraph (8), as the Atlas Plan is fair and equitable and does not discriminate unfairly with respect to any dissenting, impaired class.

ARTICLE VIII

GENERAL PROVISIONS

8.1 The Reorganized Atlas shall be vested with ownership to all property of Atlas upon the Effective Date except for those assets to be transferred to the Reclamation Trust.

8.2. The payment of Allowed Claims, Allowed Administrative Claims and Allowed Secured Claims shall be in exchange for all claims against Atlas and the Reorganized Atlas and shall constitute full settlement, release, discharge, and satisfaction of all such claims against Atlas and the Reorganized Atlas.

8.3 Nothing herein contained shall prevent Atlas from taking any action as may be necessary to the enforcement of any cause of action which may exist on behalf of Atlas and which may not have been enforced or prosecuted by Atlas prior to the Effective Date.

8.4 Atlas reserves the right to modify the Plan prior to the Confirmation, and thereafter to modify the Plan in accordance with 11 U.S.C. § 1127(b) and ¶ 5.2 hereunder.

8.5 Atlas reserves the right to reopen the Chapter 11 case after Confirmation and dismissal for the purposes set forth in Article XII.

8.6 To the extent that the provisions of the Disclosure Statement are inconsistent with the provisions of this Plan, the provisions of this Plan shall control.

8.7 Atlas' obligation to pay the quarterly fees owing to the Office of the United States Trustee pursuant to 28 U.S.C. §1930(a)(6) is a continuing obligation which does not terminate until the Bankruptcy Case is closed.

ARTICLE IX

PROVISION FOR ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS

9.1 All unexpired leases and executory contracts between Atlas and any other party which have not prior to the Effective Date of the Atlas Plan been affirmatively assumed by Atlas by the filing of an appropriate motion are hereby rejected.

ARTICLE X

PROVISION AS TO CONTESTED CLAIMS

10.1 Atlas or the Reorganized Atlas may, at any time within ninety (90) days after the Effective Date file an objection to any claim which in its opinion should be objected to as improper, in whole or in part. Atlas may further designate claims held by creditors against whom they believe actions may be brought under Sections 544, 547, 548 or 549 of the Bankruptcy Code as Contested Claims by sending notice in writing to the Claimant within sixty (60) days after the Effective Date.

Upon the filing of such objection or service of said written notice, such claim shall be considered a Contested Claim, and any cash or other instruments or property otherwise distributable to such creditor under this Atlas Plan shall be held by Atlas in escrow until final disposition of the objection to the claim either by settlement or entry of a Final Order. If the claim is only contested in part, payment shall be made to the claimant on the uncontested portion under the provisions of Article IV and the balance shall be treated as a Contested Claim under the provisions of Article X. If the objection is overruled or denied, in whole or in part, or the claim is allowed by stipulation of Atlas and the claimant, such claimant shall receive the amount of cash or property provided in this Atlas Plan to the extent of the amount of the claim finally allowed, including back installments.

10.2 From and after the Effective Date, the Reorganized Atlas shall reserve and hold for the benefit of each holder of a Contested Claim cash in an amount equal to the Pro Rata payments which would have been made to the holder of such contested claim if it were an Allowed Claim in an amount equal to the lesser of: (i) the amount of the Contested Claim or (ii) the amount in which the Contested Claim shall be estimated by the Bankruptcy Court pursuant to § 502 of the Bankruptcy Code for purposes of allowance, which amount shall constitute and represent the maximum amount in which such claim may ultimately become an Allowed Claim. No payments or distributions shall be made with respect to all or any portion of any Contested Claim pending the entire resolution thereof by Final Order.

ARTICLE XI

AMENDMENT OF ARTICLES OF INCORPORATION AND BYLAWS OF DEBTOR AND STOCK INCENTIVE PLAN

11.1 As may be required, the Articles and Bylaws of Atlas shall be amended on or before the Effective Date to the extent necessary to effectuate the provisions of the Atlas Plan, including but not limited to, reincorporating the Reorganized Atlas under the laws of the State of Colorado, reverse splitting the common stock such that for every thirty shares of outstanding common stock shall be converted to one share of common stock in the Reorganized Atlas, maintaining its authorized common stock at 100,000,000 shares and issuing new common stock in compliance with the provisions of this Atlas Plan. In consummating the reverse split of the common stock the following rules shall apply: (a) no fractional shares shall be issued; (b) no compensation shall be paid for fractional shares; and (c) to the extent an interest holder owns less than 30 shares on the Effective Date, they shall receive, subject to compliance with Section 4.10 and the treatment of Class 14, one share of the Reorganized Atlas. All percentages of stock referred to in this Atlas Plan shall refer to the percentage of issued and outstanding shares as of the Effective Date.

11.2 A Stock Incentive Plan shall be established pursuant to which the employees, management or officers of Reorganized Atlas may acquire stock based upon criteria established in the Stock Incentive Plan, to be approved by the Board of Directors of the Reorganized Atlas. Any stock used for the Stock Incentive Plan shall be derived from the unissued shares of the Reorganized Atlas and not from any shares to be issued to any other party in interest.

11.3 A Management Compensation Plan shall be implemented on the Effective Date to compensate current management and key employees for reorganizing Atlas and to ensure stability and an orderly transition of management as may be required. The Reorganized Atlas shall issue 15% of the shares of stock in the Reorganized Atlas (plus any additional shares transferred from the Class 5(b) creditor) as follows:

Gregg Shafter	4% plus 1/4 of any shares from the Class 5(b) claim
Richard E. Blubaugh	3% plus 1/2 of any shares from the Class 5(b) claim
James Jensen	3% plus 1/4 of any shares from the Class 5(b) claim
Key Employees	5%

In addition, Gregg Shafter shall receive a retainer for a one year consulting contract of $30,000 per year and Richard E. Blubaugh shall receive a two year consulting contract with a retainer of $30,000 per year.

11.4 Board of Directors and Annual Shareholders Meeting.

The current Board of Directors shall serve until the next annual or special meeting of shareholders, called in accordance with the Bylaws, provided that the Official Creditors Committee shall on the Effective Date appoint new members to the Board of Directors representing a minimum of two (2) new members up to a maximum number of new members representing 50% of the Board. The Bylaws shall be amended to provide that the Board of Directors shall consist of a minium of 4 and a maximum of 8 members. At the annual or special meeting, the shareholders shall elect a new Board of Directors.

ARTICLE XII

RETENTION OF JURISDICTION

The Court shall retain jurisdiction over this Chapter 11 case and related core and non-core proceedings, for the following purposes:

12.1 To hear and determine any and all objections to the allowance of claims or interests.

12.2 To determine any and all applications for allowances of compensation and reimbursement of expenses and any other fees and expenses authorized to be paid or reimbursed under the Code or the Plan.

12.3 To hear and determine any and all pending applications for the rejection or assumption, or for the assumption and assignment, as the case may be, of executory contracts or unexpired leases to which Atlas is party, and to hear and determine any and all claims arising therefrom.

12.4 To hear and determine any and all applications, adversary proceedings, and contested or litigated matters that may be pending on the Effective Date or that Atlas may bring subsequent to the Effective Date or to which Atlas may be made a party.

12.5 To consider any modifications of the Atlas Plan, to remedy any defect or omission or reconcile any inconsistency in the Atlas Plan or in the orders of the Bankruptcy Court, including the Order of Confirmation.

12.6 To hear and determine any application to sell Atlas' property free and clear of liens.

12.7 To hear and determine all controversies, suits, and disputes that may arise in connection with the interpretation, enforcement, or consummation of the Atlas Plan, including any disputes between the plan proponents.

12.8 To consider and act on the compromise and settlement of any claim or cause of action by or against Atlas.

12.9 To issue orders in aid of execution of the Atlas Plan as contemplated by § 1142 of the Code.

12.10 To determine such other matters as may be set forth in the Order or Confirmation or which may arise in connection with the Plan or the Order of Confirmation.

Dated this 30th day of March, 1999.

Respectfully submitted,

DEBTORS:

ATLAS CORPORATION

By:_____
Gregg Shafter, President

SENDER & WASSERMAN, P.C.

By:_____
Harvey Sender, #7546
John B.Wasserman, #10011
Bonnie A. Bell, #14923
Daniel J. Garfield, #26054
1999 Broadway, Suite 2305
Denver, Colorado 80202
(303) 296-1999 Telephone
(303) 296-7600 Facsimile
E-mail: sender@sendwass.com

ATTORNEYS FOR DEBTOR

4/29/99
JMC 20

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO

IN RE:	)	
	)	
ATLAS CORPORATION, a Delaware corporation EIN#: 15-5503312	)	Case No. 98-23331 DEC Chapter 11
	)	
ATLAS GOLD MINING INC., a Nevada Corp. EIN#:84-1023843	)	Case No. 99-10889 DEC Chapter 11
	)	
ATLAS PRECIOUS METALS INC., a Nevada Corp., EIN#: 87-0400332	)	Case No. 99-10890 SBB Chapter 11
	)	
Debtors.	)	(Jointly Administered Under Case No. 98-23331 DEC)

MOAB URANIUM MILLSITE TRANSFER AGREEMENT

Atlas Corporation ("Atlas"), the Official Unsecured Creditors Committee (the "Committee"), Nuclear Regulatory Commission ("NRC"), the State of Utah ("Utah") and ACSTAR Insurance Companies ("ACSTAR"), for their Moab Uranium Mill and (Millsite) Transfer Agreement, hereby agree as follows:

1. Atlas filed its petition for relief under Chapter 11 of the Bankruptcy Code on September 22, 1998. Atlas Gold Mining Inc. and Atlas Precious Metals Inc. filed their petitions for relief under Chapter 11 of the Bankruptcy Code on January 26, 1999. Since the date of the filing of their petitions, the Debtors have been operating as Debtors in Possession. Atlas has filed its Plan of Reorganization on March 30,1999 with the United States Bankruptcy Court for the District of Colorado. The Definitions as contained in Article I of the Plan as filed are attached herein as Exhibit A and incorporated herein by reference. The references to Class numbers are to the March 30, 1999 Plan.

2. The Debtor, the Committee, NRC, Utah and ACSTAR, the issuer of the bonds securing the obligations of Atlas, have reached an agreement, subject to Court approval of this agreement and confirmation of a Plan of Reorganization consistent with the agreement, which resolves the issues raised regarding the Moab Millsite including the treatment of the claims of NRC, Utah and ACSTAR under the Plan of Reorganization. Such claims shall be treated in the plan as below stated:

3. Treatment of the Claims of the NRC and Utah:

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A. The Allowed Claims of the N RC and Utah for Reclamation of the Moab, Utah Millsite shall consist of a separate impaired class under any Plan of Reorganization. The Class, currently designated as Class 4 under the Plan as filed, shall be comprised of any and all civil, administrative or bankruptcy claims of any kind or nature, whether filed, unfiled or to be accrued, known or unknown based upon any and all federal, state or municipal rules, regulations, statutes, license or permit requirements, whether now in existence or enacted in the future by the NRC and Utah, or any other entity with the same or similar claims with respect to any construction, operation, maintenance, possession, transfer and/or final reclamation, decommissioning, remediation or corrective action associated with facilities, roads, improvements and waste materials disposal and containment at the former uranium processing mill site owned by Atlas on the Moab land, or in any way related to the Mill or the Mill Operations. Atlas' Moab Cleanup Obligations are secured by bond number 5652 issued by ACSTAR in the amount of $6,500,000.

B. A Reclamation Trust (Trust) shall be established by NRC, with concurrence from Atlas and the designated representative of Utah, on or before the Effective Date under the guidelines and regulations of NRC. The Reclamation Trustee shall be selected by NRC with the agreement of the designated representative of Utah. If NRC and Utah cannot reach agreement on the terms of the Trust or on the choice of the Trustee:

1. The Trust shall nonetheless be established, and the trust instrument establishing the Trust shall reflect all of those matters on which NRC and Utah can reach agreement; and

2. An Interim Trustee, selected by NRC, shall be appointed for a period not to exceed 180 days after the Effective Date; and

3. NRC and Utah shall continue to negotiate on those areas on which they cannot reach agreement; and

4. Once NRC and Utah reach agreement on matters on which they cannot presently agree, the trust instrument establishing the Trust shall be amended to reflect those subsequent agreements; and

5. Atlas shall transfer the monies and assets to the Trust on or before the Effective Date as are called for under this Moab Uranium Millsite Transfer Agreement, notwithstanding the possibility that the trust instrument establishing the Trust may be amended after the date of this agreement, after the date of the disclosure statement, or after the Effective Date; and

6. The assets transferred to the Trust under the terms of the Plan shall be held in compliance with the regulations and requirements of NRC as stipulated in a Modified License Transfer Order and shall be distributed or utilized in accordance with the regulations, Modified License Transfer Order requirements, and requirements or NRC as stipulated in a Modified License Transfer Order and relevant Trust documents according to the authority of the Reclamation

Trustee.

C. On the Effective Date of the Plan, Atlas shall transfer to the Trust the following assets in full satisfaction of any and all claims of any kind and nature held by the Class:

The transfer of all assets shall be by quit claim deed or the equivalent without any representations or warranties of any kind.

1. Title X Receivables for past claims; minus up to $675,000 which may be received from the Department of Energy in 1999;

2. 50% of any net recovery from collection of the disputed Title X claim for mill dismantling performed by American Reclamation and Dismantling Inc. (ARD Claim);

3. Any and all rights of Atlas' to Future Title X Receivables;

4. Atlas' Water Rights located at the Moab Land, listed as 6.3 cfs from the Colorado River, Grand County; Utah, Water Right No. 01-40, Application 30032, Certificate No. 60111;

5. Atlas' Possible Water Rights in the following:

A. Water Right Number 01-1121 for 31 acre-feet, a segregation application from Water Right Number 01-40;

B. Water Right Number 09-199 for 3.33 cfs in the San Juan River;

C. Water Right Number 05-982 for .015 cfs for a well in the Monticello Mining District;

D. Water Right Number 99-32 for .004 cfs from Seep Springs (approx. 4 miles from Fry Canyon).

6. Atlas' interest in that certain real property owned by Atlas and consisting of approximately 430 acres, located in Grand County, Utah together with all buildings, structures, improvements, appurtenances fixtures and easements, herein referred to as the "Moab Land";

7. ACSTAR shall transfer the sum of $5,250,000 to the Reclamation Trust in full and complete satisfaction of the obligations under Bond #5652 and upon receipt of said payment, NRC shall provide to ACSTAR a full, final and complete discharge of all of ACSTAR's obligations at the Moab Site and ACSTAR's surety bond issued in connection therewith; the form of said release to be mutually acceptable to NRC and ACSTAR;

8. Stock comprising two and one half percent (2.5%) of the stock of the Reorganized Atlas shall be issued to the Reclamation Trust; and

9. All records, documents, studies, data, and other information with respect to construction, operation, maintenance, reclamation, decommissioning, remediation or corrective action associated with facilities, roads, improvements and waste materials disposal and containment at the Moab Utah Millsite. The Reclamation Trust assumes the rights and privileges of Atlas with respect to those documents, studies, data and information. However, Atlas and/or its representatives shall retain the right of access, inspection and copying of said documents on an as needed basis.

D. The Class claims shall be satisfied in full by the transfer of the stock and assets provided in this paragraph. NRC and Utah shall waive and release any and all civil, administrative or bankruptcy claims against Atlas, the Reorganized Atlas, and their officers, directors, employees, agents and representatives. Upon transfer of the assets to the Reclamation Trust, the Reclamation Trust shall assume the obligations of Atlas, in accordance with the terms of a Modified License Transfer Order to be entered into by NRC and the Reclamation Trustee on behalf of the Reclamation Trust, on or before the effective date of the Plan. The license issued to Atlas by the NRC relative to the Mill and Mill Operations shall either be terminated or transferred to the Reclamation Trust in accordance with the terms of the Modified License Transfer Order . Atlas obligations shall be limited to executing any and all documents necessary to effectuate the terms of the Plan. NRC and Utah shall release any and all claims to any remaining assets of Atlas, APMI and/or AGMI, including but not limited to any cash, mining properties, equity interest and/or potential insurance recoveries, except as to its rights as a shareholder of the Reorganized Atlas as referenced above.

4. Treatment of the Claims of ACSTAR:

The allowed secured and unsecured claims of ACSTAR shall consist of a separate class, designated as Class 5 in the Plan, providing for specific, impaired treatment of its secured and contingent unsecured claims.

A. A sub-class shall provide for the treatment of the ACSTAR secured claims. This Class claims shall be comprised of the Allowed Secured Claim of ACSTAR. ACSTAR has issued bonds to secure the environmental cleanup obligations of Atlas and certain of its subsidiaries including AGMI and APMI, including its obligations relating to the Moab Land, Mill and and other cleanup sites. ACSTAR shall be issued stock in the Reorganized Atlas comprising two and one half percent (2.5%) of the stock of the Reorganized Atlas in satisfaction of its satisfying the obligations under Bond #5652 to the Class 4 Claimants. The 2.5% stock interest shall be held in escrow by an escrow agent mutually acceptable to ACSTAR and the Reorganized Atlas.

B. Allowed Unsecured Claims of ACSTAR. The ACSTAR claims against Atlas, AGMI and APMI are cross-collateralized. ACSTAR has issued bonds to secured the cleanup

obligations of Atlas, AGMI and APMI on properties other than the Moab, Utah site. The Class 5 Claimant shall have a claim for its actual losses in excess of the remaining security ACSTAR holds on the bonds not to exceed $500,000. For purposes of voting and determining feasibility the claim shall be estimated at $500,000. If the bonds issued by ACSTAR to secure the Cleanup Obligations at the Gold Bar Property is terminated without being called, ACSTAR's Allowed claim shall be $0 and its stock interest in the Reorganized Atlas shall be transferred to management, pursuant to the terms of a Management Compensation Program, to be contained in the Plan of Reorganization. Any and all cash then held in escrow in excess of the losses ACSTAR has then incurred, plus the face amount of the then remaining ACSTAR bonds, if any, shall be released to the Reorganized Atlas.

ACSTAR shall retain its rights under the Colorado State Bank Escrow Account, currently containing $250,000 in proceeds from the sale of Cornerstone, pursuant to the previous Court Order approving the sale of Cornerstone, and the letter of credit posted to secure its bond obligations, unless said letters of credit have been called prior to the confirmation date in which case the rights shall attach to the cash proceeds from said letters of credit. Any claim of ACSTAR that its claims are entitled to treatment as an administrative expense, under any theory, and any potential claim against Arisur, shall be waived.

5. Upon Court approval of this Transfer Agreement, but prior to Confirmation of the Plan of Reorganization, ACSTAR shall be authorized to draw the letter of credit in the full amount of $5,425,000. Atlas will assist ACSTAR in obtaining the funds, or drawing on the letter of credit The Letter of Credit is fully secured by restricted cash currently being held by Merrill Lynch. The cash proceeds of the letter of credit along with any and all interest accruing on the cash shall be deposited in the escrow account established at Colorado State Bank, Denver, CO. Upon the effective date of the Plan or as provided in paragraph 11 below, whichever is applicable, $5,250,000 shall be paid over to the Trust from the escrow account. The balance shall be held and distributed in accordance with the terms reflected above regarding the treatment of the ACSTAR claim.

6. Atlas has filed a Plan which incorporates the terms of this agreement in their entirety. Atlas shall file separate Plans for Atlas Corporation, Atlas Precious Metals Inc. and Atlas Gold Mining Inc. and a consolidated Disclosure Statement for all three Debtor entities on or before April 30, 1999. The Plans shall each include an Effective Date for the Plan of thirty days after Confirmation of the Plans.

7. NRC, ACSTAR, and Utah agree to support and vote in favor of any Plan proposed by Atlas which incorporates the terms of this agreement in its entirety and any Plan of Atlas Precious Metals Inc. and Atlas Gold Mining Inc. which incorporates the Atlas Plan.

8. In addition, ACSTAR and the Unsecured Creditors Committee agrees to support and vote for a Plan of Reorganization for Atlas Precious Metals Inc. and Atlas Gold Mining Inc. that provides for Pro Rata treatment of any and all inter-company payables on par with any other general unsecured creditors.

9. The Unsecured Creditors Committee agrees to support and vote for a Plan of Reorganization that incorporates this agreement in its entirety but reserves the right to object any other provisions of any Plan of Reorganization.

10. Upon Court approval of this agreement, it shall be binding on all parties to the agreement, and successors and assigns, including but not limited to a Chapter 11 or Chapter 7 Trustee appointed in any of the above captioned matters. All parties agree to take all steps reasonably necessary to effectuate the terms of this agreement and take no actions during the interim period in contravention of this agreement.

11. If a Plan of Reorganization, consistent with the terms of this agreement is not confirmed by December 31,1999 but an Order approving this agreement has been entered by the Court, the agreement as to the treatment of claims of NRC, Utah and ACSTAR shall still be binding on the parties. Atlas shall at that point in time, if a Plan has not been confirmed, transfer the above assets (refer to 3.C) to the Reclamation Trust, with the exception of the stock in the reorganized Debtor, in full satisfaction of any and all civil, administrative and bankruptcy claims as referenced above. Should a Plan of Reorganization be approved at a later date, Atlas shall at that time transfer the stock to ACSTAR and the Reclamation Trust as referenced above.

Dated this 28th day of April, 1999.

ATLAS CORPORATION

By: _____

ATLAS GOLD MINING INC.

By: _____

ATLAS PRECIOUS METALS INC.

By: _____

ACSTAR INSURANCE COMPANIES

By Henry Nosko, Jr. President

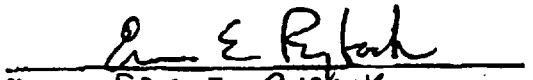
STATE OF UTAH

By: DIANNE R NIELSON
EXECUTIVE DIRECTOR
Utah Department of Environmental Quality

U. S. NUCLEAR REGULATORY COMMISSION

By: Joseph J. Holonich

OFFICIAL UNSECURED CREDITORS COMMITTEE



By: ERIC E. RYBACK

AGREE AS TO FORM:

SENDER & WASSERMAN, P.C.

By: _____

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THOMAS L. STRICKLAND

~~LINDA A. McMAHAN~~
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FOR THE UNITED STATES:

4/15/99

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BARTLETT, P.C.

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ATTORNEYS FOR ACSTAR

ARTICLE I

DEFINITIONS

All capitalized terms used herein shall have the respective meanings set forth below or otherwise assigned in the Plan. All other terms shall have the meanings assigned to such terms in the Bankruptcy Code or the Bankruptcy Rules, or if none, by common usage.

1.1 "ACSTAR" shall mean ACSTAR Insurance Company. ACSTAR has issued bonds to secure the Cleanup Obligations of Atlas and certain of its subsidiaries.

1.2 "ACSTAR Bonds" shall mean Bond #6149 for the Carter Raymond Property, Bond #6039 and Bond #6907 for the Grassy Mountain Property, Bonds #5559, #5660 and #5661 for the Gold Bar Property, having a collective face amount of $1,790,000 and secured by a letter of credit in the amount of $5,425,000, and $250,000 held in an escrow account for the benefit of ACSTAR with Colorado State Bank as the escrow agent (the "Escrow Fund"). The security for the ACSTAR Bonds and the ACSTAR Moab Bond are cross-collateralized and represent joint and several obligations of Atlas, APMI and AGMI.

1.3 "ACSTAR Moab Bond" shall mean Bond #5652 for the Moab Utah Site Cleanup Obligations in the face amount of $6,500,000 and secured by a letter of credit in the amount of $5,425,000 and the Escrow Fund. The security for the ACSTAR Bonds and the ACSTAR Moab Bond is the same letter of credit and are cross-collateralized and constitute joint and several obligations of Atlas, APMI and AGMI.

1.4 "Administrative Expense" shall mean any cost or expense of administration of Chapter 11 allowed under 11 U.S.C. § 503(b) of the Code.

1.5 "Affiliate" shall mean any entity affiliated with Atlas pursuant to 11 U.S.C. § 101(2).

1.6 "AGMI" shall mean Atlas Gold Mining Inc., a Nevada corporation, the Chapter 11 Debtor under Case No. 99-10889 DEC.

1.7 "AGMI Plan" shall mean the Plan of Reorganization submitted by the Debtor, Atlas Gold Mining Inc.

1.8 "Allowed Claim" shall mean (a) an unsecured claim against Atlas which is set forth in Atlas' schedules other than an unsecured claim against Atlas scheduled by Atlas as disputed, contingent or unliquidated; (b) an unsecured claim against Atlas which has been filed pursuant to 11 U.S.C. § 501, and with respect to which no objection to the allowance thereof has been interposed within sixty (60) days after the Effective Date, or as to which any objection has been determined by Final Order; provided however, that interest which would have accrued on or after September 22, 1998, shall not be a part of any Allowed Claim. Allowed Claims may include, but are not limited

EXHIBIT
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to, claims that arise from the rejection of executory contracts.

1.9 "Allowed Secured Claim" shall mean an Allowed Claim secured by property of Atlas.

1.10 "American Reclamation and Dismantling Receivable" shall mean a claimed receivable of Atlas, for reimbursement of $560,000 filed with the Department of Energy and not approved to date, representing 56% of the amount expended by Atlas and reimbursable pursuant to Title X.

1.11 "APMI" shall mean Atlas Precious Metals Inc., a Nevada corporation, the Chapter 11 Debtor under Case No. 99-10890 SBB.

1.12 "APMI Plan" shall mean the Plan of Reorganization submitted by the Debtor, Atlas Precious Metals Inc.

1.13 "Arisur" shall mean Arisur Inc., a Grand Cayman corporation which is a wholly owned subsidiary of Atlas, and which operates in Bolivia through a Branch, lead, zinc and silver mines.

1.14 "Atlas" shall mean Atlas Corporation, a Delaware corporation, the Chapter 11 Debtor under Case No. 98-23331 DEC.

1.15 "Atlas Plan" shall mean the Plan of Reorganization submitted by the Debtor, Atlas.

1.16 "Bankruptcy Case" shall mean the Atlas Chapter 11 case pending in the United States Bankruptcy Court for the District of Colorado.

1.17 "Bankruptcy Code" or "Code" shall mean Title II of the Bankruptcy Reform Act of 1978, 11 U.S.C. §§ 101, et seq., as amended.

1.18 "Bar Date" shall mean January 15, 1999.

1.19 "Chapter 11" shall mean Chapter 11 of the Code.

1.20 "Claim" shall mean a claim against Atlas as defined in 11 U.S.C. § 101(5).

1.21 "Confirmation" shall mean the entry by the Court of an order confirming the Plan in accordance with Chapter 11 of the Code.

1.22 "Contested Claim" shall mean shall mean any Claim which has been scheduled by Atlas as disputed, contingent, or unliquidated or any Claim as to which an objection to the allowance thereof has been or will be filed within sixty (60) days after the Effective Date. Contested Claims

shall be treated under the provisions of Article X of this Plan until allowance or disallowance of such claim has been determined by a Final Order. Contested claims include claims which Atlas believes should be objected to in whole or in part. Contested claims further include any claims held by creditors against whom Atlas believes actions may be brought under Sections 544, 547, 548 or 549 of the Bankruptcy Code.

1.23 "Court" shall mean the United States District Court for the District of Colorado in Bankruptcy.

1.24 "Debtor" and "Debtor-in-Possession" shall mean Atlas.

1.25 "Disclosure Statement" shall mean the consolidated disclosure statement describing the Atlas Plan, the AGMI Plan and the APMI Plan, approved by the Court, and distributed to the various classes as provided in 11 U.S.C. § 1125.

1.26 "Effective Date"shall mean the first business day following thirty (30) days after the date the order confirming the Atlas Plan becomes a Final Order.

1.27 "Final Order" shall mean an order or a judgment as to which the time to appeal or seek review or rehearing has expired. In the event that an appeal or petition for rehearing is filed, an order or judgment shall be final unless an order enters granting a stay pending appeal or petition for rehearing.

1.28 "Future Title X Receivables shall mean those sums which accrue in the name of Atlas or the Reclamation Trust, subsequent to the Effective Date of the Atlas Plan from the Department of Energy under the provisions of 42 U.S.C. 2296a.

1.29 "Gold Bar Property" shall mean the gold resource, mill facilities and any all other real and personal property located on the gold mining property located in Eureka County, Nevada commonly referred to as Gold Bar.

1.30 "Insider" means any entity defined in 11 U.S.C. § 101(31)(B).

1.31 "Late Filed Claims" shall mean any claim filed in the Atlas Bankruptcy Case after January 15, 1999.

1.32 "Management Compensation Plan" shall mean the compensation plan formed in accordance with Article XI of this Plan to compensate current key management and employees for their efforts in reorganizing Atlas and to facilitate the orderly transition to future management, as may be required.

1.33 "Mill" shall mean the former uranium processing mill which was dismantled and previously located on the Moab Land.

1.34 "Mill Operations" shall mean the prior operations of the Mill.

1.35 "Moab Cleanup Obligation" shall mean any obligation of Atlas under the Moab License or under any federal, state or municipal rules, regulations or statutes to pay for or perform any remediation or cleanup at the Moab Utah Site or any other location which is currently or in the past been operated or owned by Atlas.

1.36 "Moab Land" and "Moab Utah Site" shall mean that certain real property owned by Atlas and consisting of approximately 430 acres, located in Grand County, Utah together with all buildings, structures, improvements, appurtenances, fixtures and easements.

1.37 "Moab License" shall mean Source Material License SUA-917.

1.38 "NRC" shall mean the Nuclear Regulatory Commission, an agency of the federal government having jurisdiction over the Moab Utah Site.

1.39 "Other Cleanup Obligations" shall mean any obligation of Atlas, APMI or AGMI under any federal, state or municipal rules, regulations or statutes to pay for or perform any remediation or cleanup at any location other than the Moab Utah Site which is currently or in the past been owned or operated, including, but not limited to, the Carter Raymond, Gold Bar and Grassy Mountain properties.

1.40 "Post-petition" shall mean anytime on or subsequent to September 22, 1998.

1.41 "Pre-petition" shall mean anytime prior to September 22, 1998.

1.42 "Pro Rata" shall mean with respect to any claimant, the percentage which the Allowed Claim of a creditor bears to the sum of all Allowed Claims in the same class as such Allowed Claim.

1.43 "Reclamation Trust" shall mean the trust to be formed pursuant to paragraph 4.3 of the Atlas Plan in compliance with the consent and approval of the NRC.

1.44 "Reclamation Trustee" shall mean the person or entity selected by the NRC with the agreement of the designated representative of Utah, prior to the Effective Date.

1.45 "Reorganized Atlas" shall mean the reorganized Atlas Corporation under the confirmed Atlas Plan.

1.46 "Retiree Medical Plan" shall mean that Medical Plan issued for the benefit of retirees of Atlas.

1.47 "Shipes Parties" shall mean Harold R. Shipes, Eileen Shipes, Danielle N. Shipes, John A. McKinney, Lynette R. McKinney, Raymond S. Birch, Rochelle M. Birch, Herbert E. Dunham, Ana M. Dunham, Alexandra McKinney, Justin S. Birch, Ashley McKinney, Tyler Birch, H. Edward Dunham, P. Brian Dunham, Rachel A. Dunham, Elizabeth M. Dunham, Suramco Holdings, Inc. who have agreed to treatment as Class 10 and Class 12 creditors under the terms of the Settlement Agreement dated January, 1999, approved by the Bankruptcy Court, which closed on or about March 25, 1999.

1.48 "Stock Incentive Plan" shall mean that plan which may be established in accordance with Article XI of this Atlas Plan as a future incentive to future management pursuant to which management may receive stock or earn stock as a performance bonus.

1.49 "Title X Receivables for Past Claims" shall mean those sums which accrue to Atlas prior to the Effective Date of the Plan from the Department of Energy under the provisions of Pub. L. 102-486, Title X, § 1001, Oct. 24, 1992, 106 Stat. 2946, codified at 42 U.S.C. § 2296(a), including pre-petition and post petition claims, regardless of approval of the claims by the Department of Energy, exclusive of up to $675,000 anticipated to be received by Atlas prior to confirmation, and exclusive of the American Reclamation and Dismantling Receivable.

1.50 "Uranium Tailings Pile" shall mean the tailings pile of approximately 10.5 million tons impounded on the Moab Land.

1.51 "Utah" shall mean the State of Utah.

1.52 "Water Rights" shall mean Atlas' rights to water located at the Moab Land, listed as 6.3 cfs from the Colorado River, Grand County, Utah, Water Right No. 01-40, Application 30032, Certificate No. 6111.

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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO

IN RE:	)	
	)	
ATLAS CORPORATION,	)	Case No. 98-23331 DEC
a Delaware corporation	)	Chapter 11
EIN#: 15-5503312	)	
	)	
ATLAS GOLD MINING INC., a Nevada Corp.	)	Case No. 99-10889 DEC
EIN#:84-1023843	)	Chapter 11
	)	
ATLAS PRECIOUS METALS INC., a Nevada	)	Case No. 99-10890 SBB
Corp., EIN#: 87-0400332	)	Chapter 11
	)	
Debtors.	)	(Jointly Administered Under
	)	Case No. 98-23331 DEC)

ATLAS CORPORATION'S MOTION FOR APPROVAL OF
MOAB URANIUM MILLSITE TRANSFER AGREEMENT

Atlas Corporation ("Atlas"), by and through its counsel, Sender & Wasserman, P.C. and for its Motion for Approval of Moab Uranium Mill and (Millsite) Transfer Agreement, hereby states as follows:

1. Atlas filed its petition for relief under Chapter 11 of the Bankruptcy Code on September 22, 1998. Atlas Gold Mining Inc. and Atlas Precious Metals Inc. filed their petitions for relief under Chapter 11 of the Bankruptcy Code on January 26, 1999. Since the date of the filing of their petitions, the Debtors have been operating as Debtors in Possession. Atlas has filed its Plan of Reorganization on March 30,1999 with the United States Bankruptcy Court for the District of Colorado.

2. A critical issue in the Atlas' reorganization is resolution of the environmental claims pertaining to the uranium tailings arising from its operations at Moab, Utah. The Nuclear Regulatory Commission and the State of Utah had asserted administrative expense claims against the estate exceeding $110 million. The Debtor filed motions seeking a resolution of the environmental and cleanup claims: (1) Amended Motion For Order Rejecting Materials License For Moab Uranium Tailings Site Pursuant to 11 U.S.C. § 365(a) (2) Amended Motion For Order Abandoning Moab Uranium Tailings Site Pursuant to 11 U.S.C. § 554(a) (3) Objection to The Nuclear Regulatory Commission's Claim For Administrative Expense and (4) Objection to Utah's Claim for

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Administrative Expense (collectively the "Moab Motions"). The Moab Motions have been stayed pending settlement of the claims by Order of the Court granting the parties' stipulated motion for stay.

3. The Debtor, the Official Unsecured Creditors Committee ("the Committee"),Nuclear Regulatory Commission ("NRC"), the State of Utah ("Utah") and ACSTAR Insurance Companies ("ACSTAR"), the issuer of the bonds securing the obligations of Atlas, have reached an agreement, subject to Court approval and confirmation of a Plan of Reorganization consistent with the agreement, which resolves the issues raised regarding the Moab Millsite including the issues raised in the Moab Motions and treatment of the claims of NRC, Utah and ACSTAR under the Plan of Reorganization. A copy of the Agreement is attached hereto as Exhibit A.

4. The pertinent terms of the Agreement are as follows:

a. The Agreement defines treatment of the claims under the Atlas' Plan. The Agreement incorporates the definitions from the Plan of Reorganization filed by Atlas Corporation on March 30, 1999. The claims shall be treated in the plan as below stated:

i. Treatment of the Claims of the NRC and Utah:

A. The Allowed Claims of the NRC and Utah for Reclamation of the Moab, Utah Millsite shall consist of a separate impaired class under any Plan of Reorganization. The Class, currently designated as Class 4 under the Plan as filed, shall be comprised of any and all civil, administrative or bankruptcy claims of any kind or nature, whether filed, unfiled or to be accrued, known or unknown based upon any and all federal, state or municipal rules, regulations, statutes, license or permit requirements, whether now in existence or enacted in the future by the NRC and Utah, or any other entity with the same or similar claims with respect to any construction, operation, maintenance, possession, transfer and/or final reclamation, decommissioning, remediation or corrective action associated with facilities, roads, improvements and waste materials disposal and containment at the former uranium processing mill site owned by Atlas on the Moab land, or in any way related to the Mill or the Mill Operations. Atlas' Moab Cleanup Obligations are secured by bond number 5652 issued by ACSTAR in the amount of $6,500,000.

B. A Reclamation Trust (Trust) shall be established by NRC, with concurrence from Atlas and the designated representative of Utah, on or before the Effective Date under the guidelines and regulations of NRC. The Reclamation Trustee shall be selected by NRC with the agreement of the designated representative of Utah. If NRC and Utah cannot reach agreement on the terms of the Trust or on the choice of the Trustee: (1) The Trust shall nonetheless be established, and the trust instrument establishing the Trust shall reflect all of those matters on which NRC and Utah can

reach agreement; and (2) An Interim Trustee, selected by NRC, shall be appointed for a period not to exceed 180 days after the Effective Date; and (3) NRC and Utah shall continue to negotiate on those areas on which they cannot reach agreement; and (4) Once NRC and Utah reach agreement on matters on which they cannot presently agree, the trust instrument establishing the Trust shall be amended to reflect those subsequent agreements; and (5) Atlas shall transfer the monies and assets to the Trust on or before the Effective Date as are called for under this Moab Uranium Millsite Transfer Agreement, notwithstanding the possibility that the trust instrument establishing the Trust may be amended after the date of this agreement, after the date of the disclosure statement, or after the Effective Date; and (6) The assets transferred to the Trust under the terms of the Plan shall be held in compliance with the regulations and requirements of NRC as stipulated in a Modified License Transfer Order and shall be distributed or utilized in accordance with the regulations, Modified License Transfer Order requirements, and requirements or NRC as stipulated in a Modified License Transfer Order and relevant Trust documents according to the authority of the Reclamation Trustee.

C. On the Effective Date of the Plan, Atlas shall transfer to the Trust the following assets in full satisfaction of any and all claims of any kind and nature held by the Class: The transfer of all assets shall be by quit claim deed or the equivalent without any representations or warranties of any kind.

1. Title X Receivables for past claims; minus up to $675,000 which may be received from the Department of Energy in 1999;

2. 50% of any net recovery from collection of the disputed Title X claim for mill dismantling performed by American Reclamation and Dismantling Inc. (ARD Claim);

3. Any and all rights of Atlas' to Future Title X Receivables;

4. Atlas' Water Rights located at the Moab Land, listed as 6.3 cfs from the Colorado River, Grand County; Utah, Water Right No. 01-40, Application 30032, Certificate No. 60111;

5. Atlas' Possible Water Rights in the following: (A) Water Right Number 01-1121 for 31 acre-feet, a segregation application from Water Right Number 01-40; (B.) Water Right Number 09-199 for 3.33 cfs in the San Juan River; (C.) Water Right Number 05-982 for .015 cfs for a well in the Monticello Mining District; (D.) Water Right Number 99-32 for .004 cfs from Seep Springs (approx. 4 miles from Fry Canyon).

6. Atlas' interest in that certain real property owned by Atlas and

consisting of approximately 430 acres, located in Grand County, Utah together with all buildings, structures, improvements, appurtenances fixtures and easements, herein referred to as the "Moab Land";

7. ACSTAR shall transfer the sum of $5,250,000 to the Reclamation Trust in full and complete satisfaction of the obligations under Bond #5652 and upon receipt of said payment, NRC shall provide to ACSTAR a full, final and complete discharge of all of ACSTAR's obligations at the Moab Site and ACSTAR's surety bond issued in connection therewith; the form of said release to be mutually acceptable to NRC and ACSTAR;

8. Stock comprising two and one half percent (2.5%) of the stock of the Reorganized Atlas shall be issued to the Reclamation Trust; and

9. All records, documents, studies, data, and other information with respect to construction, operation, maintenance, reclamation, decommissioning, remediation or corrective action associated with facilities, roads, improvements and waste materials disposal and containment at the Moab Utah Millsite. The Reclamation Trust assumes the rights and privileges of Atlas with respect to those documents, studies, data and information. However, Atlas and/or its representatives shall retain the right of access, inspection and copying of said documents on an as needed basis.

D. The Class 4 claims shall be satisfied in full by the transfer of the stock and assets provided above. NRC and Utah shall waive and release any and all civil, administrative or bankruptcy claims against Atlas, the Reorganized Atlas, it's officers, directors, employees, agents and representatives. Upon transfer of the assets to the Reclamation Trust, the Reclamation Trust shall assume the obligations of Atlas, in accordance with the terms of a Modified License Transfer Order to be entered into by NRC and the Reclamation Trustee on behalf of the Reclamation Trust, on or before the effective date of the Plan. The license issued to Atlas by the NRC relative to the Mill and Mill Operations shall either be terminated or transferred to the Reclamation Trust in accordance with the terms of the Modified License Transfer Order. Atlas obligations shall be limited to executing any and all documents necessary to effectuate the terms of the Plan. NRC and Utah shall release any and all claims to any remaining assets of Atlas, APMI and/or AGMI, including but not limited to any cash, mining properties, equity interest and/or potential insurance recoveries, except as to its rights as a shareholder of the Reorganized Atlas as referenced above.

ii. <u>Treatment of the Claims of ACSTAR:</u>

The allowed secured and unsecured claims of ACSTAR shall consist of a separate

class, designated as Class 5 in the Plan, providing for specific, impaired treatment of its secured and contingent unsecured claims.

A. A sub-class shall provide for the treatment of the ACSTAR secured claims. This Class claims shall be comprised of the Allowed Secured Claim of ACSTAR. ACSTAR has issued bonds to secure the environmental cleanup obligations of Atlas and certain of its subsidiaries including AGMI and APMI, including its obligations relating to the Moab Land, Mill and and other cleanup sites. ACSTAR shall be issued stock in the Reorganized Atlas comprising two and one half percent (2.5%) of the stock of the Reorganized Atlas in satisfaction of its satisfying the obligations under Bond #5652 to the Class 4 Claimants. The 2.5% stock interest shall be held in escrow by an escrow agent mutually acceptable to ACSTAR and the Reorganized Atlas.

B. Allowed Unsecured Claims of ACSTAR. The ACSTAR claims against Atlas, AGMI and APMI are cross-collateralized. ACSTAR has issued bonds to secured the cleanup obligations of Atlas, AGMI and APMI on properties other than the Moab, Utah site. The Class 5 Claimant shall have a claim for its actual losses in excess of the remaining security ACSTAR holds on the bonds not to exceed $500,000. For purposes of voting and determining feasibility the claim shall be estimated at $500,000. If the bond issued by ACSTAR to secure the cleanup obligations at the Gold Bar Property is terminated without being called, ACSTAR's Allowed claim shall be $0 and its stock interest in the Reorganized Atlas shall be transferred to management, pursuant to the terms of a Management Compensation Program, to be contained in the Plan of Reorganization. Any and all cash then held in escrow in excess of the losses ACSTAR has then incurred, plus the face amount of the then remaining ACSTAR bonds, if any, shall be released to the Reorganized Atlas.

ACSTAR shall retain its rights under the Colorado State Bank Escrow Account, currently containing $250,000 in proceeds from the sale of Cornerstone, pursuant to the previous Court Order approving the sale of Cornerstone, and the letter of credit posted to secure its bond obligations, unless said letters of credit have been called prior to the confirmation date in which case the rights shall attach to the cash proceeds from said letters of credit. Any claim of ACSTAR that its claims are entitled to treatment as an administrative expense, under any theory, and any potential claim against Arisur, shall be waived.

C. Upon Court approval of this Transfer Agreement, but prior to Confirmation of the Plan of Reorganization, ACSTAR shall be authorized to draw the letter of credit in the full amount of $5,425,000. Atlas will assist ACSTAR in obtaining the funds, or drawing on the letter of credit The Letter of Credit is fully secured by restricted cash currently being held by Merrill Lynch. The cash proceeds of the letter

of credit along with any and all interest accruing on the cash shall be deposited in the escrow account established at Colorado State Bank, Denver, CO. Upon the effective date of the Plan or as provided in paragraph 11 below, whichever is applicable, $5,250,000 shall be paid over to the Trust from the escrow account. The balance shall be held and distributed in accordance with the terms reflected above regarding the treatment of the ACSTAR claim.

b. Atlas has filed a Plan which incorporates the terms of the agreement in their entirety. Atlas shall file separate Plans for Atlas Corporation, Atlas Precious Metals Inc. and Atlas Gold Mining Inc. and a consolidated Disclosure Statement for all three Debtor entities on or before April 30, 1999. The Plans shall each include an Effective Date for the Plan of thirty days after Confirmation of the Plans.

c. NRC, ACSTAR, and Utah agree to support and vote in favor of any Plan proposed by Atlas which incorporates the terms of this agreement in its entirety and any Plan of Atlas Precious Metals Inc. and Atlas Gold Mining Inc. which incorporates the Atlas Plan. In addition, ACSTAR and the Unsecured Creditors Committee agrees to support and vote for a Plan of Reorganization for Atlas Precious Metals Inc. and Atlas Gold Mining Inc. that provides for Pro Rata treatment of any and all inter-company payables on par with any other general unsecured creditors.

d. The Unsecured Creditors Committee agrees to support and vote for a Plan of Reorganization that incorporates this Agreement in its entirety but reserves the right to object any other provisions of any Plan of Reorganization.

e. Upon Court approval of this agreement, it shall be binding on all parties to the agreement, and successors and assigns, including but not limited to a Chapter 11 or Chapter 7 Trustee appointed in any of the above captioned matters. All parties agree to take all steps reasonably necessary to effectuate the terms of this agreement and take no actions during the interim period in contravention of this agreement.

f. If a Plan of Reorganization, consistent with the terms of this agreement is not confirmed by December 31,1999 but an Order approving this agreement has been entered by the Court, the agreement as to the treatment of claims of NRC, Utah and ACSTAR shall still be binding on the parties. Atlas shall at that point in time, if a Plan has not been confirmed, transfer the above assets to the Reclamation Trust, with the exception of the stock in the reorganized Debtor, in full satisfaction of any and all civil, administrative and bankruptcy claims as referenced above. Should a Plan of Reorganization be approved at a later date, Atlas shall at that time transfer the stock to ACSTAR and the Reclamation Trust as referenced above.

5. The Agreement is in the best interests of the bankruptcy estate. The Agreement resolves claims exceeding $110 million was are asserted to be an administrative expense. The

Agreement is imperative to the Debtor's ability to reorganize.

WHEREFORE, Atlas Corporation requests that this Court enter its Order approving the terms of the Moab Transfer Agreement attached hereto as Exhibit A and for such other and further relief as the Court deems just.

Dated this 29th day of April, 1999.

SENDER & WASSERMAN, P.C.

By: _____

Harvey Sender, #7546
Bonnie A. Bell, #14923
Daniel J. Garfield, #
1999 Broadway, Suite 2305
Denver, Colorado 80202
(303) 296-1999
Fax No. (303) 296-7600
E-mail: sender@sendwass.com

ATTORNEYS FOR DEBTOR

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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO

IN RE:	)	
	)	
ATLAS CORPORATION, a Delaware corporation EI#: 15-5503312	)))	Case No. 98-23331 DEC Chapter 11
	)	
ATLAS GOLD MINING INC., a Nevada Corp. EI#:84-1023843	)))	Case No. 99-10889 CEM Chapter 11
	)	
ATLAS PRECIOUS METALS INC., a Nevada Corp., EI#: 87-0400332	)))	Case No. 99-10890 SBB Chapter 11
	)	
Debtors.	))	(Jointly Administered Under Case No. 98-23331 DEC)

NOTICE PURSUANT TO LOCAL RULE 202 AND FEDERAL RULE OF BANKRUPTCY PROCEDURE 3007 OF ATLAS CORPORATION'S MOTION FOR APPROVAL OF MOAB URANIUM MILLSITE TRANSFER AGREEMENT

TO ALL PARTIES IN INTEREST:

NOTICE IS HEREBY GIVEN that Atlas Corporation has filed a motion for approval of Moab Uranium Millsite Transfer Agreement. The pertinent terms of the Agreement are as follows: The Agreement defines treatment of the claims under the Atlas' Plan. The Agreement incorporates the definitions from the Plan of Reorganization filed by Atlas Corporation on March 30, 1999. The claims shall be treated in the plan as below stated: Treatment of the Claims of the NRC and Utah: The Allowed Claims of the NRC and Utah for Reclamation of the Moab, Utah Millsite shall consist of a separate impaired class under any Plan of Reorganization. The Class, currently designated as Class 4 under the Plan as filed, shall be comprised of any and all civil, administrative or bankruptcy claims of any kind or nature, whether filed, unfiled or to be accrued, known or unknown based upon any and all federal, state or municipal rules, regulations, statutes, license or permit requirements, whether now in existence or enacted in the future by the NRC and Utah, or any other entity with the same or similar claims with respect to any construction, operation, maintenance, possession, transfer and/or final reclamation, decommissioning, remediation or corrective action associated with facilities, roads, improvements and waste materials disposal and containment at the former uranium processing mill site owned by Atlas on the Moab land, or in any way related to the Mill or the Mill Operations. Atlas' Moab Cleanup Obligations are secured by bond number 5652 issued by ACSTAR in the amount of $6,500,000. A Reclamation Trust (Trust) shall be established by NRC, with concurrence from Atlas and the designated representative of Utah, on or before the Effective Date under the guidelines and regulations of NRC. The Reclamation Trustee shall be selected by NRC with the agreement of the designated representative of Utah. If NRC and Utah cannot reach agreement on the terms of the Trust or on the choice of the Trustee: (1) The Trust shall nonetheless be established, and the trust instrument establishing the Trust shall reflect all of those matters on which NRC and Utah can reach agreement; and (2) An Interim Trustee, selected by NRC, shall be appointed for a period not to exceed 180 days after the Effective Date; and (3) NRC and Utah shall continue to negotiate on those areas on which they cannot reach agreement; and (4) Once NRC and Utah reach agreement on matters on which they cannot presently agree, the trust instrument establishing the Trust shall be amended to reflect those subsequent agreements; and (5) Atlas shall transfer the monies and assets to the Trust on or before the Effective Date as are called for under this Moab Uranium Millsite Transfer Agreement, notwithstanding the possibility that the trust instrument establishing the Trust may be amended after the date of this agreement, after the date of the disclosure statement, or after the Effective Date; and (6) The assets transferred to the Trust under the terms of the Plan shall be held in compliance with the regulations and requirements of NRC as stipulated in a Modified License Transfer Order and shall be distributed or utilized in accordance with the regulations, Modified License Transfer Order requirements, and requirements or NRC as stipulated in a Modified License Transfer Order and relevant Trust documents according to the authority of the Reclamation Trustee.

of the Plan of Reorganization, ACSTAR shall be authorized to draw the letter of credit in the full amount of $5,425,000. Atlas will assist ACSTAR in obtaining the funds, or drawing on the letter of credit The Letter of Credit is fully secured by restricted cash currently being held by Merrill Lynch. The cash proceeds of the letter of credit along with any and all interest accruing on the cash shall be deposited in the escrow account established at Colorado State Bank, Denver, CO. Upon the effective date of the Plan or as provided in paragraph 11 below, whichever is applicable, $5,250,000 shall be paid over to the Trust from the escrow account. The balance shall be held and distributed in accordance with the terms reflected above regarding the treatment of the ACSTAR claim. Atlas has filed a Plan which incorporates the terms of the agreement in their entirety. Atlas shall file separate Plans for Atlas Corporation, Atlas Precious Metals Inc. and Atlas Gold Mining Inc. and a consolidated Disclosure Statement for all three Debtor entities on or before April 30, 1999. The Plans shall each include an Effective Date for the Plan of thirty days after Confirmation of the Plans. NRC, ACSTAR, and Utah agree to support and vote in favor of any Plan proposed by Atlas which incorporates the terms of this agreement in its entirety and any Plan of Atlas Precious Metals Inc. and Atlas Gold Mining Inc. which incorporates the Atlas Plan. In addition, ACSTAR and the Unsecured Creditors Committee agrees to support and vote for a Plan of Reorganization for Atlas Precious Metals Inc. and Atlas Gold Mining Inc. that provides for Pro Rata treatment of any and all inter-company payables on par with any other general unsecured creditors. The Unsecured Creditors Committee agrees to support and vote for a Plan of Reorganization that incorporates this Agreement in its entirety but reserves the right to object any other provisions of any Plan of Reorganization. Upon Court approval of this agreement, it shall be binding on all parties to the agreement, and successors and assigns, including but not limited to a Chapter 11 or Chapter 7 Trustee appointed in any of the above captioned matters. All parties agree to take all steps reasonably necessary to effectuate the terms of this agreement and take no actions during the interim period in contravention of this agreement. If a Plan of Reorganization, consistent with the terms of this agreement is not confirmed by December 31,1999 but an Order approving this agreement has been entered by the Court, the agreement as to the treatment of claims of NRC, Utah and ACSTAR shall still be binding on the parties. Atlas shall at that point in time, if a Plan has not been confirmed, transfer the above assets to the Reclamation Trust, with the exception of the stock in the reorganized Debtor, in full satisfaction of any and all civil, administrative and bankruptcy claims as referenced above. Should a Plan of Reorganization be approved at a later date, Atlas shall at that time transfer the stock to ACSTAR and the Reclamation Trust as referenced above. The Agreement is in the best interests of the bankruptcy estate. The Agreement resolves claims exceeding $110 million was are asserted to be an administrative expense. The Agreement is imperative to the Debtor's ability to reorganize.

Pursuant to Rule 202 of the Local Rules of Bankruptcy Procedure, and Federal Rule of Bankruptcy Procedure 3007, **you must file a written response and request for hearing with the Court on or before May 24, 1999** and serve a copy thereof on the undersigned attorney. Responses and requests for hearing shall clearly specify the grounds upon which they are based, including a citation of supporting legal authority, if any. General objections will not be considered by the Court.

In the absence of a timely and substantiated Response and Request for Hearing by any interest party, the Court may grant the relief requested by Atlas Corporation without any further notice to creditors or other interested parties.

Dated this 21 day of April, 1999.

Respectfully submitted

SENDER & WASSERMAN, P.C.

By: _____

Harvey Sender, #7546
Bonnie A. Bell, #14923
Daniel J. Garfield, #26054
1999 Broadway, Suite 2305
Denver, Colorado 80202
(303) 296-1999; Fax No. (303) 296-7600
E-mail: sender@sendwass.com

ATTORNEYS FOR ATLAS CORPORATION

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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO

IN RE:	)	
	)	
ATLAS CORPORATION, a Delaware corporation EI#: 15-5503312	)	Case No. 98-23331 DEC Chapter 11
	)	
ATLAS GOLD MINING INC., a Nevada Corp. EI#:84-1023843	)	Case No. 99-10889 CEM Chapter 11
	)	
ATLAS PRECIOUS METALS INC., a Nevada Corp., EI#: 87-0400332	)	Case No. 99-10890 SBB Chapter 11
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Debtors.	)	(Jointly Administered Under Case No. 98-23331 DEC)

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In the absence of a timely and substantiated Response and Request for Hearing by any interest party, the Court may grant the relief requested by Atlas Corporation without any further notice to creditors or other interested parties.

Dated this 21 day of April, 1999.

Respectfully submitted

SENDER & WASSERMAN, P.C.

By: _____

Harvey Sender, #7546
Bonnie A. Bell, #14923
Daniel J. Garfield, #26054
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Denver, Colorado 80202
(303) 296-1999; Fax No. (303) 296-7600
E-mail: sender@sendwass.com

ATTORNEYS FOR ATLAS CORPORATION

4/30/99 23

FILED
BRIDGET L. BOLTON,
CLERK

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO

99 APR 30 PM 3:39

BANKRUPTCY COURT
DISTRICT OF COLORADO

IN RE:	)	
	)	
ATLAS CORPORATION,	)	Case No. 98-23331 DEC
a Delaware corporation	)	Chapter 11
EIN #: 15-5503312	)	
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ATLAS GOLD MINING INC., a Nevada Corp.	)	Case No. 99-10889 DEC
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Corp., EIN #: 87-0400332	)	Chapter 11
	)	
Debtors.	)	(Jointly Administered Under
	)	Case No. 98-23331 DEC)

JOINT DISCLOSURE STATEMENT OF ATLAS CORPORATION, ATLAS GOLD MINING INC. AND ATLAS PRECIOUS METALS INC.

Atlas Corporation, Atlas Gold Mining Inc. and Atlas Precious Metals Inc., Debtors in Possession, by and through their counsel Sender & Wasserman, P.C., proposes their Joint Disclosure Statement (hereinafter referred to as the "Disclosure Statement"). Atlas Corporation ("Atlas"), a Delaware corporation, filed its Plan of Reorganization with the United States Bankruptcy Court for the District of Colorado in the above-captioned proceeding on March 30, 1999 and filed its Amended Plan of Reorganization on April ___ 1999 (hereinafter "Atlas Plan of Reorganization" or "Atlas Plan"). Atlas Gold Mining Inc., a Nevada corporation, ("AGMI") filed its plan of reorganization on April 15, 1999 (hereinafter "AGMI Plan of Reorganization" or "AGMI Plan"). Atlas Precious Metals Inc., a Nevada corporation, ("APMI") filed its plan of reorganization on April 15, 1999 (hereinafter "APMI Plan of Reorganization" or "APMI Plan"). The Chapter 11 proceedings of Atlas, AGMI and APMI are jointly administered. A confirmation hearing has been scheduled for _____, **1999** at _____ **a.m.. in Courtroom A,** U.S. Custom House, 721 - 19th Street, Denver Colorado 80202-2508. Pursuant to the terms of the United States Bankruptcy Code, this Consolidated Disclosure Statement (hereinafter "Disclosure Statement") has been presented to and approved by the Bankruptcy Court. The approval of the Bankruptcy Court is required by statute but does not constitute a judgment by the Court as to the desirability of the Plans of Reorganization or as to the value or suitability of any consideration offered thereby.

Atlas, AGMI and APMI have prepared this Disclosure Statement to disclose that information which, in their opinion, is material, important and necessary to an evaluation of the Plans of Reorganization. The material herein contained is intended solely for that purpose and solely

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for the use of known creditors and interest holders of the Debtors, and, accordingly may not be relied upon for any purpose other than determination of how to vote on the Plans of Reorganization.

ELIGIBILITY TO VOTE ON ATLAS PLAN

A CREDITOR OR INTEREST HOLDER OF ATLAS ASSERTING A CLAIM IN ORDER TO VOTE ON THE PLAN OF REORGANIZATION, MUST HAVE FILED A PROOF OF CLAIM OR INTEREST IN THE ATLAS CASE AT OR PRIOR TO JANUARY 15, 1999, UNLESS SCHEDULED BY THE DEBTOR AS NOT DISPUTED, LIQUIDATED AND NOT CONTINGENT. ANY CREDITOR SCHEDULED AS NOT DISPUTED, LIQUIDATED AND NOT CONTINGENT IS, TO THE EXTENT SCHEDULED, DEEMED TO HAVE FILED A CLAIM, AND, ABSENT OBJECTION, SUCH CLAIM IS DEEMED ALLOWED. YOU ARE ADVISED TO REFER TO THE SCHEDULES ON FILE WITH THE CLERK OF THE BANKRUPTCY COURT TO DETERMINE THE EXTENT TO WHICH YOUR CLAIM IS SCHEDULED AND IF IT IS DISPUTED, UNLIQUIDATED OR CONTINGENT. A CREDITOR OR INTEREST HOLDER OF ATLAS MAY VOTE TO ACCEPT OR REJECT THE PLAN OF REORGANIZATION BY FILLING OUT AND MAILING THE BALLOT WHICH IS PROVIDED WITH THIS DISCLOSURE STATEMENT TO THE ATTORNEYS FOR THE DEBTOR, SENDER & WASSERMAN, P.C., 1999 BROADWAY, SUITE 2305, DENVER, COLORADO 80202. ONLY CREDITORS AND INTEREST HOLDERS OF ATLAS MAY VOTE ON THE ATLAS PLAN

ELIGIBILITY TO VOTE ON AGMI AND APMI PLANS

A CREDITOR OR INTEREST HOLDER OF AGMI AND/OR APMI ASSERTING A CLAIM IN ORDER TO VOTE ON THE PLAN OF REORGANIZATION, MUST HAVE FILED A PROOF OF CLAIM OR INTEREST AT OR PRIOR TO APRIL 30, 1999, AGAINST AGMI AND APMI RESPECTIVELY, UNLESS SCHEDULED BY THE DEBTOR(S) AS NOT DISPUTED, LIQUIDATED AND NOT CONTINGENT. ANY CREDITOR SCHEDULED AS NOT DISPUTED, LIQUIDATED AND NOT CONTINGENT IS, TO THE EXTENT SCHEDULED, DEEMED TO HAVE FILED A CLAIM, AND, ABSENT OBJECTION, SUCH CLAIM IS DEEMED ALLOWED. YOU ARE ADVISED TO REFER TO THE SCHEDULES ON FILE WITH THE CLERK OF THE BANKRUPTCY COURT TO DETERMINE THE EXTENT TO WHICH YOUR CLAIM IS SCHEDULED AND IF IT IS DISPUTED, UNLIQUIDATED OR CONTINGENT. A CREDITOR OR INTEREST HOLDER MAY VOTE TO ACCEPT OR REJECT THE PLAN OF REORGANIZATION BY FILLING OUT AND MAILING THE BALLOT WHICH IS PROVIDED WITH THIS DISCLOSURE STATEMENT TO THE ATTORNEYS FOR THE DEBTOR, SENDER & WASSERMAN, P.C., 1999 BROADWAY, SUITE 2305, DENVER, COLORADO 80202. ONLY CREDITORS OF AGMI MAY VOTE ON THE AGMI PLAN. ONLY CREDITORS OF APMI MAY VOTE ON THE APMI PLAN.

The Court has fixed _____ at **5:00 p.m.** as the last date by which ballots must be delivered to Sender & Wasserman, P.C. No vote received after such time will be counted. Whether a creditor or interest holder of Atlas, AGMI or APMI votes or not, such person will be bound by the terms and treatment set forth in the respective plan if the plan is accepted by the requisite majorities of classes of creditors and interest holders and/or is confirmed by the Court. Absent some affirmative act constituting a vote, such creditor or interest holder will not be included in the tally. Allowance of a claim or interest for voting purposes does not necessarily mean that all or a portion of the claim or interest will be allowed or disallowed for distribution purposes.

In order for the Atlas Plan, the AGMI Plan and the APMI Plan to be accepted by creditors, a majority in number and a two-thirds majority in amount of claims filed or deemed allowed of each class of creditors under each plan must vote to accept the plan. For purposes of determining whether the requisite majorities are achieved, the computation will be based upon the total number of claims or interests actually voting rather than on the total number of claims approved and allowed. The votes will be tallied separately for each Debtor to determine if the standards for confirmation have been met. Thus it is possible that the creditors of one estate may vote to accept its Plan and the creditors of another may vote to reject its Plan. You are, therefore, urged to fill in, date, sign and promptly mail the enclosed ballot. Please be sure to properly complete the form and legibly identify the name of the claimant or interest holder.

The Debtors or others may solicit your vote. The cost of any solicitation by the Debtors will be borne by the respective Debtor. No representative of the Debtor shall receive any additional compensation for any solicitation.

No representations concerning the Debtors or the Plans of Reorganization are authorized by the Debtors other than as set forth in this Disclosure Statement.

Certain of the materials contained in this Disclosure Statement are taken directly from other readily accessible instruments or are digests of other instruments. While the Debtors have made every effort to retain the meaning of such other instruments, any reliance on the contents of such other instruments should depend on a thorough review of the instruments themselves.

I. DEFINITIONS

All capitalized terms used herein shall have the respective meanings set forth below or otherwise assigned in the Plan. All other terms shall have the meanings assigned to such terms in the Bankruptcy Code or the Bankruptcy Rules, or if none, by common usage.

"ACSTAR" shall mean ACSTAR Insurance Company. ACSTAR has issued bonds to secure the Cleanup Obligations of Atlas and certain of its subsidiaries.

"ACSTAR Bonds" shall mean Bond #6149 for the Carter Raymond Property, Bond #6039, #6876 and Bond #6907 for the Grassy Mountain Property, Bonds #5659, #5660 and #5661 for the

Gold Bar Property, and any other bonds issued by ACSTAR for the benefit of Atlas, AGMI or APMI, except those bonds defined as the ACSTAR Moab Bond, having a collective face amount of $8,290,000 and secured by a letter of credit in the amount of $5,425,000, and $250,000 held in an escrow account for the benefit of ACSTAR with Colorado State Bank as the escrow agent (the "Escrow Fund"). The security for the ACSTAR Bonds and the ACSTAR Moab Bond are cross-collateralized and represent joint and several obligations of Atlas, APMI and AGMI.

"ACSTAR Moab Bond" shall mean Bond #5652 for the Moab Utah Site Cleanup Obligations in the face amount of $6,500,000 and secured by a letter of credit in the amount of $5,425,000 and the Escrow Fund. The security for the ACSTAR Bonds and the ACSTAR Moab Bond is the same letter of credit and is cross-collateralized and constitute joint and several obligations of Atlas, APMI and AGMI.

"Administrative Expense" shall mean any cost or expense of administration of Chapter 11 allowed under 11 U.S.C. § 503(b) of the Code.

"Affiliate" shall mean any entity affiliated with the respective Debtors pursuant to 11 U.S.C. § 101(2).

"AGMI" shall mean Atlas Gold Mining Inc., a Nevada corporation, the Chapter 11 Debtor under Case No. 99-10889 DEC.

"AGMI Plan" shall mean the Plan of Reorganization submitted by the Debtor, Atlas Gold Mining Inc.

"Allowed Claim" shall mean (a) an unsecured claim against the respective Debtor(s) which is set forth in the respective Debtor's schedules other than an unsecured claim against the respective Debtor(s) scheduled by the Debtor as disputed, contingent or unliquidated; (b) an unsecured claim against the respective Debtor which has been filed pursuant to 11 U.S.C. § 501, and with respect to which no objection to the allowance thereof has been interposed within sixty (60) days after the Effective Date, or as to which any objection has been determined by Final Order; provided however, that interest which would have accrued on or after September 22, 1998, in the case of Atlas or January 26, 1999 in the cases of APMI and AGMI shall not be a part of any Allowed Claim. Allowed Claims may include, but are not limited to, claims that arise from the rejection of executory contracts.

"Allowed Secured Claim" shall mean an Allowed Claim secured by property of the respective Debtors.

"American Reclamation and Dismantling Receivable" or "ARD Claim" shall mean a claimed receivable of Atlas, for reimbursement of $560,000 filed with the Department of Energy and not approved to date, representing 56% of the amount expended by Atlas and reimbursable pursuant to Title X.

"APMI" shall mean Atlas Precious Metals Inc., a Nevada corporation, the Chapter 11 Debtor under Case No. 99-10890 SBB.

"APMI Plan" shall mean the Plan of Reorganization submitted by the Debtor, Atlas Precious Metals Inc.

"Arisur" shall mean Arisur Inc., a Grand Cayman corporation which is a wholly owned subsidiary of Atlas, and which operates lead, zinc and silver mines in Bolivia.

"Atlas" shall mean Atlas Corporation, a Delaware corporation, the Chapter 11 Debtor under Case No. 98-23331 DEC.

"Atlas Plan" shall mean the Plan of Reorganization submitted by the Debtor, Atlas.

"Bankruptcy Case" shall mean the Chapter 11 cases of Atlas, AGMI and/or APMI pending in the United States Bankruptcy Court for the District of Colorado.

"Bankruptcy Code" or "Code" shall mean Title II of the Bankruptcy Reform Act of 1978, 11 U.S.C. §§ 101, et seq., as amended.

"Bar Date" with respect to Atlas shall mean January 15, 1999 and with respect to AGMI and APMI shall mean April 30, 1999.

"Chapter 11" shall mean Chapter 11 of the Code.

"CAF" shall mean Corporacion Andina de Fomenta.

"Claim" shall mean a claim against the respective Debtors as defined in 11 U.S.C. § 101(5).

"Companies" shall unless otherwise indicated mean Atlas, AGMI and APMI.

"Confirmation" shall mean the entry by the Court of an order confirming the Plan in accordance with Chapter 11 of the Code.

"Contested Claim" shall mean any Claim which has been scheduled by the respective Debtors as disputed, contingent, or unliquidated or any Claim as to which an objection to the allowance thereof has been or will be filed within sixty (60) days after the Effective Date regardless of whether the Claim was scheduled as disputed, contingent or unliquidated by the Debtor. Contested Claims shall be treated under the provisions of Article X of the Plan until allowance or disallowance of such claim has been determined by a Final Order. Contested claims include claims which the Debtor believes should be objected to in whole or in part. Contested claims further include any claims held by creditors against whom the respective Debtors believe actions may be brought under Sections 544, 547, 548 or 549 of the Bankruptcy Code.

"Cornerstone" shall mean Cornerstone Industrial Minerals Corporation formerly known as Phoenix Financial Holdings Inc., a company in which Atlas held a sixty-one percent (61%) interest prior to the sale of its interest which closed in February 1999.

"Court" shall mean the United States District Court for the District of Colorado in Bankruptcy.

"Creditors Committee" shall mean the Official Unsecured Creditors Committee appointed by the United States Trustee.

"Debtor" and "Debtor-in-Possession" shall mean Atlas in relation to the Atlas case, AGMI with respect to the AGMI case and APMI with respect to the APMI case. To avoid confusion, the Debtors shall be referred to as Atlas, AGMI and APMI except where it is clear which entity is referred to.

"Disclosure Statement" shall mean the consolidated disclosure statement describing the Atlas Plan, the AGMI Plan and the APMI Plan, approved by the Court, and distributed to the various classes as provided in 11 U.S.C. § 1125.

"Effective Date"shall mean the first business day following thirty (30) days after the date the order confirming the Plans becomes a Final Order.

"Final Order" shall mean an order or a judgment as to which the time to appeal or seek review or rehearing has expired. In the event that an appeal or petition for rehearing is filed, an order or judgment shall be final unless an order enters granting a stay pending appeal or petition for rehearing.

"Future Title X Receivables" shall mean those sums which accrue in the name of Atlas or the Reclamation Trust, subsequent to the Effective Date of the Atlas Plan from the Department of Energy under the provisions of 42 U.S.C. 2296a.

"Gold Bar property" shall mean the gold resource, mill facilities and any all other real and personal property located on the gold mining property located in Eureka County, Nevada commonly referred to as Gold Bar.

"Insider" means any entity defined in 11 U.S.C. § 101(31)(B).

"Interim Reclamation Trustee" shall mean the person or entity selected by the NRC to serve as trustee of the Reclamation Trust for a period not to exceed 180 days after the Effective Date in the event that the NRC and Utah cannot agree on the choice of the Reclamation Trustee.

"Late Filed Claims" shall mean any claim filed in the Atlas Bankruptcy Case after January 15, 1999 or in the AGMI and APMI Bankruptcy Cases after April 30, 1999.

"Management Compensation Plan" shall mean the compensation plan formed in accordance with Article XI of this Plan to compensate current key management and employees for their efforts in reorganizing Atlas and to facilitate the orderly transition to future management, as may be required.

"Mill" shall mean the former uranium processing mill which was dismantled and previously located on the Moab Land.

"Mill Operations" shall mean the prior operations of the Mill.

"Moab Cleanup Obligation" shall mean any obligation of Atlas under the Moab License or under any federal, state or municipal rules, regulations or statutes to pay for or perform any remediation or cleanup at the Moab Utah Site or any other location which is currently or in the past been operated or owned by Atlas.

"Moab Land", "Moab Utah Millsite" and "Moab Utah Site" shall mean that certain real property owned by Atlas and consisting of approximately 430 acres, located in Grand County, Utah together with all buildings, structures, improvements, appurtenances, fixtures and easements.

"Moab License" shall mean Source Material License SUA-917.

"Moab Uranium Millsite Transfer Agreement" or "MUMTA" shall mean that certain Agreement executed among Atlas, the Creditors Committee, NRC, the State of Utah and ACSTAR.

"Modified License Transfer Order" shall mean that Order entered by the NRC providing for the transfer of the assets of the Moab Utah Site under the terms of this Plan and the Moab Uranium Millsite Transfer Agreement.

"NRC" shall mean the Nuclear Regulatory Commission, an agency of the federal government having jurisdiction over the Moab Utah Site.

"Other Cleanup Obligations" shall mean any obligation of Atlas, APMI or AGMI under any federal, state or municipal rules, regulations or statutes to pay for or perform any remediation or cleanup at any location other than the Moab Utah Site which is currently or in the past been owned or operated, including, but not limited to, the Carter Raymond, Gold Bar and Grassy Mountain properties.

"Post-petition" with respect to Atlas shall mean anytime on or subsequent to September 22, 1998 and with respect to AGMI and/or APMI anytime on or subsequent to January 26, 1999.

"Pre-petition" with respect to Atlas shall mean anytime prior to September 22, 1998 and with respect to AGMI and/or APMI anytime prior to January 26, 1999.

"Pro Rata" shall mean with respect to any claimant, the percentage which the Allowed Claim of a creditor bears to the sum of all Allowed Claims in the same class as such Allowed Claim.

"Reclamation Trust" shall mean the trust to be formed pursuant to paragraph 4.3 of the Atlas Plan under the guidelines and regulations of the NRC in compliance with the consent and approval of the NRC.

"Reclamation Trustee" shall mean the person or entity selected by the NRC with the agreement of the designated representative of Utah, on or before the Effective Date.

"Reorganized Atlas" shall mean the reorganized Atlas Corporation under the confirmed Atlas Plan.

"Reorganized AGMI" shall mean the reorganized Atlas Gold Mining Inc. under the confirmed AGMI Plan.

"Reorganized APMI" shall mean the reorganized Atlas Precious Metals Inc. under the confirmed APMI Plan.

"Retiree Medical Plan" shall mean that Medical Plan issued for the benefit of retirees of Atlas.

"Shipes Parties" shall mean Harold R. Shipes, Eileen Shipes, Danielle N. Shipes, John A. McKinney, Lynette R. McKinney, Raymond S. Birch, Rochelle M. Birch, Herbert E. Dunham, Ana M. Dunham, Alexandra McKinney, Justin S. Birch, Ashley McKinney, Tyler Birch, H. Edward Dunham, P. Brian Dunham, Rachel A. Dunham, Elizabeth M. Dunham, Suramco Holdings, Inc. who have agreed to treatment as Class 10 and Class 12 creditors under the terms of the Settlement Agreement dated January 1999, approved by the Bankruptcy Court, which closed on or about March 25, 1999.

"Stock Incentive Plan" shall mean that plan which may be established in accordance with Article XI of this Atlas Plan as a future incentive to future management pursuant to which management may receive stock or earn stock as a performance bonus.

"Title X Receivables for Past Claims" shall mean those sums which accrue to Atlas prior to the Effective Date of the Plan from the Department of Energy under the provisions of Pub. L. 102-486, Title X, § 1001, Oct. 24, 1992, 106 Stat. 2946, codified at 42 U.S.C. § 2296(a), ("Title X") including pre-petition and post petition claims, regardless of approval of the claims by the Department of Energy, exclusive of up to $675,000 anticipated to be received by Atlas prior to confirmation, and exclusive of the American Reclamation and Dismantling Receivable.

"Uranium Tailings Pile" shall mean the tailings pile of approximately 10.5 million tons impounded on the Moab Land.

"Utah" shall mean the State of Utah.

"Water Rights" shall mean Atlas' rights to water located at the Moab Land, listed as 6.3 cfs from the Colorado River, Grand County, Utah, Water Right No. 01-40, Application 30032, Certificate No. 6111 and possible water rights in the following: (a) Water Right Number 01-1121 for 31 acre-feet, a segregation application from Water Right Number 01-40; (b) Water Right Number 09-199 for 3.33 cfs in the San Juan River; (c) Water Right Number 05-982 for .015 cfs for a well in the Monticello Mining District; and (d) Water Right Number 99-32 for .004 cfs from Seep Springs (approx. 4 miles from Fry Canyon).

II. NATURE AND HISTORY OF OPERATIONS

A. FORMATION OF DEBTORS AND DEVELOPMENT OF BUSINESS

1. FORMATION OF ATLAS CORPORATION

Atlas is principally engaged in the exploration, development and exploitation of mineral properties. Atlas was incorporated under the laws of the State of Delaware on October 31, 1936. The principal office of Atlas is located at Republic Plaza, 370 Seventeenth Street, Suite 3140, Denver, Colorado, 80202. The Company holds 100% ownership of three subsidiaries, one of which also has a wholly owned subsidiary: (i) APMI, incorporated under the laws of the State of Nevada, which holds the Grassy Mountain property and the exploration portion of the Gold Bar property and which owns 100% of AGMI, incorporated under the laws of the State of Nevada, which holds the mineral reserves and other assets and infrastructure at the Gold Bar property, (ii) Arisur Inc. ("Arisur"), a Grand Cayman corporation, which owns and operates mines in Bolivia, South America through a Bolivian Branch, (iii) and Suramco Metals, Inc. ("Suramco"). Suramco originally owned 50 percent of Arisur. Suramco is presently a shell corporation which holds no assets or liabilities and does not transact business. In February 1999 Atlas sold its 61% ownership of Cornerstone Industrial Minerals Corporation ("Cornerstone") formerly known as Phoenix Financial Holdings Inc.

Since its inception in the 1920s, Atlas has owned a number of subsidiaries which were engaged in business in a number of industries, including the airline, hotel, and oil and gas industries. Atlas was formed as an investment company and operated as such until 1961 when it notified the Securities Exchange Commission that it was no longer an investment company but rather became operational. Atlas owned a number of subsidiaries engaged in diversified industries until 1987 when it's sold its divisions unrelated to mining and became a natural resources company primarily engaged in gold mining. The history which is relevant to the Plan and the Debtor's operations include its mining interests in asbestos, uranium, gold and other metals.

Moab Utah Site

Atlas acquired the Moab Utah Site in 1962 when it purchased Uranium Reduction Company. In the late 1940's, a uranium boom occurred on the Colorado Plateau in the Four Corners area where Colorado, Utah, New Mexico, and Arizona meet, including in Moab. By 1956, over 600 producers were shipping ore from the Four Corners for the exclusive use of the Atomic Energy Commission ("AEC"). To meet this demand, the Uranium Reduction Company (the "URC") constructed the Moab Uranium Mill (the "Mill") (located 2.5 miles northwest of Moab,) in 1956 under license and direction from the Atomic Energy Commission ("AEC"). Atlas Corporation purchased the Mill in 1962 and formed a division, Atlas Minerals to operate the site. A uranium tailings pile was placed at its current location pursuant to AEC direction. AEC also used the Mill extensively to "pilot test" processing improvements; the wastes from these operations were also deposited in the tailings pile. Between 1956 and 1970, the Mill processed over 5.9 million tons of uranium ore for the AEC and, at its peak, processed 1.8 million tons per year. The Mill produced uranium and vanadium concentrates until Atlas placed it on standby in March 1984 due to a depressed uranium market. Atlas closed the Mill, in 1988.

Atlas worked diligently with the NRC and other government agencies from the 1970's to obtain approval to reclaim the site in accordance with relevant NRC regulations. Unfortunately, prior to the filing of the petition, despite Atlas' best efforts, the process of reclamation at the site was thwarted since the early 1990's as Atlas and the NRC have attempted to deal with the concerns of Utah, the United States National Parks Service, the United States Department of the Interior, the Environmental Protection Agency ("EPA"), the United States Fish and Wildlife Service (the "FWS"), environmentalists, and residents. Atlas tried to expedite this process and at every juncture cooperated with the NRC and provided all interested parties with its plans, studies, and related correspondence to clean up the site in accordance with applicable NRC regulations. The final plan approval from the NRC was not obtained prior to filing of the petition to provide Atlas with the requisite license amendment for final reclamation to proceed. The reclamation of the Moab Utah Site has been eliminated pursuant to the terms of the Moab Uranium Millsite Transfer Agreement to be discussed further in this Disclosure Statement.

Asbestos

In 1961, as part of the acquisition of Hidden Splendor Mining Company, Atlas became the owner of an asbestos property near Coalinga, Fresno County, California. Atlas constructed the asbestos processing facility in late 1962 and operated the mines and mill until December 1967, when it sold 100% of its asbestos interests. In 1988, the EPA named Atlas a responsible party to a cleanup action under the Comprehensive Environmental Response and Compensation Liability Act ("CERCLA"). From 1992 until the filing of the petition, Atlas participated in the CERCLA cleanup with the U.S. Bureau of Land Management and another private entity that has since been succeeded by TRW, Inc. Atlas and TRW comprised the official Atlas Mine Site Committee ("AMSC") responsible for the remedial action which was designed by the AMSC's chosen contractor, Harding Lawson Associates.

Gold Mining

Atlas commenced its gold exploration and mining operations in the early 1980s. Mining commenced at the Gold Bar property in 1987. By 1987 Atlas was primarily a gold mining company. Atlas has conducted exploration throughout the world and acquired and divested of many mineral properties.

2. ATLAS PRECIOUS METALS INC.

APMI is a Nevada corporation which is a wholly owned subsidiary of Atlas. APMI was incorporated in 1984. APMI owns the property located in northern Malheur County, Oregon, referred to as Grassy Mountain which is a gold property. APMI also owns and leases the surrounding land for the gold mining project at Gold Bar property located in Eureka County, Nevada. APMI owns one hundred percent of the stock of AGMI. AGMI is a Nevada corporation incorporated around 1986. AGMI owns and leases the mine and mill on the Gold Bar property. APMI acquired the Grassy Mountain Project in 1986 and the Gold Bar property in 1984.

Grassy Mountain Property

APMI acquired its interests in the Grassy Mountain property in 1986 by executing the Sherry and Yates lease and option to purchase, which are described in the Unexpired Leases section of this Disclosure Statement.

Location

The Grassy Mountain project is located in northern Malheur County, Oregon, approximately 22 miles southwest of Vale, Oregon. The property is accessed by traveling four miles west from Vale on U.S. Highway 20, then south on the Twin Springs County Road for 23 miles, or by driving south from Nyssa on U.S. Highway 95 to Owyhee and then west to Rock Springs Canyon and by gravel road for 14 miles. The project elevation ranges from 3,300 to 4,300 feet.

Property

The Grassy Mountain property encompasses approximately 6.7 square miles. APMI owns 138 unpatented lode claims and an additional 76 unpatented lode and placer claims are controlled under two separate mineral lease or lease/option to purchase agreements. Approximately 1,000 acres of fee surface, 240 acres of fee surface and minerals, and 80 acres of fee minerals are held under two lease/option agreements. APMI holds one state prospecting permit covering 1,280 acres.

Geology

The rocks exposed at Grassy Mountain are part of a late to middle-Miocene Grassy Mountain Formation, a sequence of volcanic and volcaniclastic rocks made up of primarily olivine-rich basalt

and intercalated tufaceous siltstones, sandstones, and conglomerates. The rocks have been dated through mammalian fossils and Potassium-Argon chronology to be approximately 10 million years old. The sediments are primarily flat lying with a slight regional dip to the east. The structural trend of the area is N10W to N30E. Later post mineralization east west faulting probably cut these features.

Mineralization is associated with a low-grade gold siliceous hot springs system with enrichment along multi-stage quartz-adularia veins and favorable lithologies. Explosive brecciation and overpressuring of the rock, common in these systems, was minimized due to the un-lithified nature of the sediments. The mineralized rock is highly silicified and locally brecciated in the vicinity of the feeder structures. As silicification decreases so does grade. Away from the feeder zones lithology also plays an important role in gold deposition. The finer grained siltstones contain the bulk of the lower grade material. The higher grades are found in the coarser arkosic sandstones. The feeder or vein zones contain grades as high as 20 ounces of gold/ton ("oz. Au/t").

History

There was no significant mining or major mineral occurrence known in the area prior to APMI's acquisition of the Grassy Mountain project in 1986.

Detailed mapping and sampling were completed in 1986 and several drill targets were defined. Hole 26-9 is considered the discovery hole with 145 feet of mineralization averaging 0.075 oz. Au/t. The claim block was expanded at this time and exploration work continued through 1991. APMI completed 388 drill holes for a total of approximately 221,500 feet on the property.

Newmont Grassy Mountain Corporation ("Newmont"), a wholly owned subsidiary of Newmont Exploration Company leased the property from APMI in September, 1992 and continued property evaluation through August, 1994 completing an additional 13 core and reverse circulation holes.

In September 1996 APMI executed an agreement with Newmont, (the "Reconveyance Agreement"), which provided for the reconveyance of the Grassy Mountain property to APMI. Pursuant to the Agreement, APMI paid an amount of $206,000 to Newmont, issued a $500,000 unsecured, non-interest-bearing promissory note (originally due September 18, 1997, but subsequently extended, then defaulted) and assumed bonding requirements for exploration reclamation of approximately $146,000.

On January 9, 1998 APMI signed an option agreement with Tombstone Explorations Company Ltd. ("Tombstone"), granting to Tombstone an exclusive option to purchase 100% of the Grassy Mountain property for $4 million. The payments were to be made over four years approximating $1 million each year. Under the terms of the agreement, Tombstone had the right to accelerate the purchase by paying a total of $3.5 million to APMI by February 2000. Tombstone had designed a two-phase drill program comprised of 15 drillholes (approximately 10,000 feet) and

only completed a portion of the program. On July 15, 1998, Tombstone terminated its option and returned 100% of the property to APMI.

Exploration work during Tombstone's program at Grassy Mountain included 8,500 feet of reverse circulation and core drilling in ten drillholes. Tombstone completed an extensive review of previous work at the property and commissioned an economic review and scoping study by Pincock Allen & Holt ("PA&H"). The 1997 review indicated the potential for the existing resource to be economically recoverable through underground mining methods. The review also concluded that significant additional exploration potential exists to identify additional high grade and bulk mineable low grade deposits.

Reserves

As part of a detailed feasibility study conducted by Kilborn SNC-Lavalin, Inc. ("Kilborn") in 1990, PA&H developed an open pit mine model. The feasibility study resulted in the definition of a mineable reserve of 996,000 ounces at a $350 gold price from 16 million tons at grades 0.062 oz. Au/t of mill and heap leach ores. Neither the recovered silver nor low-grade leach ores were considered. The contained silver is approximately 2,467,000 ounces.

PA&H completed a feasibility study in 1990. The database utilized for this study consisted of 180 drill holes in the main deposit area. The drilling is predominantly vertical and angle reverse circulation rotary drill holes with some core holes. Using a 0.02 oz. Au/t cutoff, PA&H calculated a geologic resource of 17,217,000 tons at a grade of 0.061 oz. Au/t for a total of 1,051,500 ounces and 2,610,000 ounces of contained silver.

Environmental Reclamation Claims

There are contingent environmental cleanup claims to the State of Oregon, Department of Geology and Mineral Industries associated with the Grassy Mountain property. The reclamation claims involve regrading and reseeding the portions of the property disturbed by drilling. The amount of any claims has not been determined. ACSTAR Bond number 6907 in the amount of $146,200 has been posted to secure APMI's liabilities. APMI believes that the actual claim is substantially less than the amount of the bond.

Project Status

APMI is evaluating whether the Grassy Mountain property should be sold. In February 1999, APMI and Atlas contracted with Geographe International MFS Inc. ("Geographe") to find a purchaser for this property. The agency agreement with Geographe was approved by the Court on March 24, 1999. The engagement fee of $25,000 has been paid as well as the first two monthly retainers totaling $20,000. Geographe has contacted 52 interested parties of which 17 have declined to pursue further investigation. Of the remaining parties, interest is at various levels ranging from reviewing a non-confidential summary, to reviewing a detailed Confidential Information

Memorandum, to visiting the data room and property. Geographe continues to contact new parties and Atlas is conducting the property presentations.

Underground Study

Two underground feasibility studies were commissioned to evaluate 200 tons per day ("tpd") and 1,000 tpd production options by Kilborn and Dynatec Mining Corporation, respectively. The 200-tpd study indicated diluted mineable reserves of 131,000 tons at a grade of 1.132 oz. Au/t for 149,000 contained ounces. The second, larger scale underground study at 1,000 tpd used an 0.08 oz. Au/t cutoff and identifies diluted mineable reserves as 1.9 million tons at a grade of 0.262 oz. Au/t for 497,000 contained ounces.

Exploration

An additional resource was drilled out approximately 1 mile west of the main deposit. The Crabgrass target contains a near surface geologic resource at a 0.02 oz. Au/t cutoff of 24,000 ounces contained in 600,000 tons grading 0.038 oz. Au/t. Several drilled and undrilled areas within the Grassy Mountain claim block have potential for additional resources.

3. GOLD BAR MINE

AGMI owns the gold mill and other infrastructure on the gold mining property located in Eureka County, Nevada referred to as Gold Bar. The surrounding land for the Gold Bar property is owned or leased by APMI. In 1984 Atlas acquired portions of what is today known as Gold Bar. Throughout 1986-1995 APMI acquired its interests in Gold Bar through execution of leases, location of unpatented mining claims and purchase of patented mining claims. In 1986, the assets at Gold Bar acquired by Atlas were conveyed to AGMI and APMI and certain assets acquired by APMI were conveyed to AGMI.

Location

The Gold Bar property is located in and adjacent to the Roberts Mountains in Eureka County, Nevada, at elevations ranging from 6,400 to 8,800 feet above sea level. The area is reached by traveling 22 miles west of Eureka, Nevada, on U.S. Highway No. 50 and 17 miles northeast along the Three Bars Road.

Property

The Gold Bar property encompasses approximately 100 square miles. AGMI owns the fee land on which the gold mill and other infrastructure are located. In addition there is a tailings pile which is located on land owned by AGMI. There are 3,204 unpatented lode-mining claims of which APMI owns 3,025 and 179 are held through lease and option to purchase agreements. AGMI also owns 182 unpatented millsite claims, 6 patented lode claims and 8 patented millsite claims.

Additionally, APMI holds under lease another 2,000 fee acres of surface with varying percentages of the underlying minerals.

Geology

All of the mineralization found occurs as sediment-hosted "Carlin-type" deposits. These deposits are hosted in carbonate-rich sedimentary rocks of the Devonian Nevada Formation. Mineralization is characterized by micron-size gold and a distinct hydrothermal alteration suite of the decalcification and silicification. Gold mineralization and alteration are characteristically enriched in the trace elements and minor silver.

History

Regional reconnaissance exploration led Atlas to the Battle Mountain Trend area in the summer of 1983. Focused reconnaissance along the southern Roberts Mountains identified widespread hydrothermal alteration with anomalous gold geochemistry along the western range front. Detailed exploration in the area subsequently led to acquisition of land, target development, and drilling. Since then, APMI discovered five gold deposits: Gold Bar, Goldstone, Gold Ridge, Gold Pick, and Gold Canyon. From inception through cessation of operations in 1994, 485,200 ounces of gold were recovered from 7,514,600 tons of ore grading .074 ounces of gold per ton milled.

Mill construction was completed in 1986 with the first gold poured in January 1987. The mill was originally designed and constructed for 1,500-tpd throughput, later expanded in 1989 to the current 3,200-tpd rate.

Mining operations were suspended in February 1994 pending additional drilling and further study of cost cutting measures. The confirmatory drill program included 303 surface and 55 underground holes.

In late 1994, the Companies decided to accelerate the exploration of the claim block by entering into joint venture agreements with Rayrock Yellowknife Resources Inc. and Homestake Mining Company. Rayrock's work consisted of geological mapping and sampling, geophysical CSAMT lines and 65 reverse circulation drill holes. Homestake completed additional geophysical CSAMT and gravity lines as well as 26 reverse circulation drill holes.

In the summer of 1995, exploration by APMI produced encouraging drill results near the Gold Bar Mill. To accelerate the delineation of the newly discovered Millsite deposit the Companies entered into an exploration and development agreement with Vista Gold Corp. whose work included 33 reverse circulation drill holes.

All of these exploration joint venture agreements were terminated in 1995 and 1996 at which time the Companies began a search for a partner for the entire property. In June 1997, the

Companies executed the agreement with Barrick, whose work included 50 reverse circulation drill holes.

Resources

After completion of the 1994 drill program noted above, and based on a mine plan for the Gold Pick and Gold Ridge deposits, proven and probable mineable reserves were independently audited by Mine Reserve Associates of Denver, Colorado in December 1994, and confirmed by Pincock, Allen & Holt, Inc. of Denver, Colorado as part of its independent review of the Gold Bar Resource Area, dated December 13, 1995. The reserves were as follows at a gold price of $400:

Proven and Probable Reserves
December 1996

	Ore tons	Grade (oz Au/t)	Contained Ounces[1]
Gold Pick East	1,278,000	0.073	93,939
Gold Pick West	1,009,000	0.069	69,909
Gold Ridge	391,000	0.059	23,077
Total	2,678,000	0.070	186,925

[1] Estimated recoverable ounces of 157,000 based upon an overall 84% recovery rate.

Measured & Indicated
Mineralized Material *

	Tons (000)	Grade (oz Au/t)	Contained Ounces
Advanced Prospects**	3,369	0.031	104,000

* *"Mineralized Material" is precious metal bearing rock that has been physically delineated by one or more of a number of methods including drilling, underground sampling and surface trenching and sampling. This material has been found to contain a sufficient amount of mineralization of an average grade of metals to have economic potential that warrants further exploration and evaluation. Estimates of tonnage and grade are made on the continuity, size and shape of the mineralization and have taken into account effects of waste mining and dilution.*

** *Advanced prospects include Cabin Creek, Hunter, Gold Canyon and Pot Canyon.*

At December 31, 1998 the market price of gold was $271 per ounce. The foregoing reserves and mineralized material are not economic at this price.

Environmental Reclamation Claims

There are potential reclamation claims associated with the Gold Bar property. The reclamation claims involve the costs to regrade, recontour, fertilize and reseed the portions of the property disturbed by exploration and mining operations. The requirement to reclaim Gold Bar arises from surface disturbance on public land. The amount of the reclamation claims has not been fixed. Bonds have been posted to secure the obligations. Bonds in the amount of $265,000 have been posted for the obligations attributable to the exploration land owned or leased by APMI. Bonds in the amount of $2,911,000 have been posted for the obligations attributable to the cleanup of the fee land owned by AGMI including dismantling of the mill, reclamation of the tailings pile, recontouring of dams and removal of roads.

Project Status

On June 6, 1997 Barrick Gold Exploration Inc. ("Barrick") completed the purchase from AGMI and APMI of more than 90% of the Gold Bar property, with an option to acquire the balance within two years. Atlas received $1,000,000 in cash from Barrick, and Barrick purchased one million Atlas Common Shares at $1 per share. The funds were accounted for under the Companies inter-company accounting procedures. Under the terms of the purchase, Barrick was required to spend $3,000,000 on the property prior to June of 1999. At Barrick's election, on or before June 3, 1999, the balance of the Gold Bar property was to be conveyed to Barrick and the Companies could have elected either to receive an additional $15,000,000 in cash and retain a 2% net smelter royalty, or to participate with Barrick in the further exploration and development of Gold Bar as a 25% carried joint venture participant. If the Companies elected to participate as a joint venture partner, Barrick would spend a minimum of $15,000,000 on the project. If Barrick chose not to acquire the balance of the properties within the two-year period, all of Barrick's interest in the Gold Bar properties would be reconveyed to AGMI and APMI.

In December 1998, Atlas, AGMI and APMI negotiated a Mutual Termination Agreement with Barrick, which returned the property to Atlas. Barrick also paid to Atlas for the benefit of AGMI $150,000 in satisfaction of its remaining expenditure obligation (approximately $300,000). The funds were paid prior to filing of the petitions by AGMI and APMI and were utilized to fund Atlas' post-petition obligations. The funds were accounted for under the inter-company accounting procedures. Barrick had spent $2.7 million of the required $3.0 million obligation on geologic mapping, geophysics and exploratory drilling, and the results of the work suggested they would not continue to perform under the agreement. This Mutual Termination Agreement was approved by Court in January 1999.

AGMI and APMI are continuing to market their interests in the Gold Bar property. Geographe has also been retained to seek a purchaser for this property. Geographe has completed the Confidential Information Memorandum and has commenced contacting parties which are deemed to be interested in the Gold Bar property. AGMI and APMI have completed the compilation of data and have commenced presentations to prospective purchasers. 27 prospective purchasers

have been contacted of which 9 have declined interest. Of the remaining parties, the level of interest varies, from reviewing a non-confidential memorandum, the reviewing the Confidential Information Memorandum to visiting the data room and property.

4. ARISUR INC.

In 1996, Atlas acquired a 50% interest in Arisur from Arimetco International Inc., a Canadian corporation, for $3 million in cash and purchased 100% of Suramco from the Shipes Parties , which owned the remaining 50% interest in Arisur, for four million shares of the Company's common stock. Arisur owns and operates the Andacaba Mine and Mill as well as the Don Francisco and Koyamayu development properties. All three properties are underground lead, zinc and silver operations located in southern Bolivia. Arisur processes ore through its Andacaba Mill and in 1997 purchased the Koyamayu property and the Comali Mill for expansion opportunities. The acquisition of the stock of Suramco, Arisur and Cia Minera Andacaba resulted in disputes between Atlas, the Goldschmidts, the former owners of the Andacaba Mine and the Shipes Parties. These claims and the settlement thereof are discussed in the description of Litigation in this Disclosure Statement. During 1997 Suramco's interest in Arisur was transferred to Atlas, resulting in 100% direct ownership by Atlas. In 1998, the operating company in Bolivia, Compania Minera Andacaba S.A., was merged into Arisur Inc., the Bolivian Branch, 100% controlled by Arisur.

Employees and Offices

Arisur's corporate office is located in La Paz, Bolivia and staffed by five persons. Operations are directed out of Arisur's office in Potosi, which is staffed by seven persons. Additionally, there are approximately 228 miners, mill workers and maintenance persons directly involved in operations.

Andacaba Mine

Location

The property is located in the south central altiplano region of Bolivia near the city of Potosi, a historic mining community, at an elevation of approximately 4,500 meters (14,800 feet). The Andacaba property is accessible by traveling south/southeast 37 kilometers (23 miles) by road from Potosi.

Property

The Andacaba facilities and mine are situated on 18 concessions controlled 100% by Arisur comprising 4,500 hectares (11,120 acres).

Operations

The Andacaba lead ("Pb"), zinc ("Zn") and silver ("Ag") mine has been in operation since the early 1900s. The mining operations take place year round with an average of 28 days per month for a total of 330 workdays per year. During 1998, the Andacaba mine produced approximately 7,400 tonnes per month with average head grades of 2.19% Pb, 6.32% Zn and 6.96 Troy ounces Ag per ton. The Andacaba Mill processes ore from all three of Arisur's mining properties and presently has excess capacity to perform custom milling. Lead and zinc concentrates are shipped by truck to Potosi, and then by rail to open-air storage at Portezuelo Station, near the Chilean seaport of Antofagasta, prior to shipment to smelters in various markets.

Mining Methods

The mining method is shrinkage stoping with the mined out area being filled with waste rock or left open. Due to the narrow width of the veins, stopes are worked in panels 40 meters high and 30 meters long. Lateral development follows the vein and box holes are driven up the vein. Access to a stope panel is by entrance at each end and no opening is made to the upper level. All breaking is by up-holes. Cut off grades at the Andacaba Mine are 1.76% Pb, 5.40% Zn and 4.82 ounces Ag per tonne at prices of $4.80 per tonne Pb, $950 per Tonne Zn and $4.85 per ounce Ag.

Mill Concentration

Two concentrates are produced at the Andacaba Mill, one lead-silver, and one zinc-silver. After the ore is first crushed by a jaw crusher to minus ¾-inch, grinding through four ball mills further reduces the size to 80% minus 100 mesh. After conditioning, the slurry reports to the lead recovery circuit, and then the zinc circuit. Zinc and lead concentrates are separately thickened prior to the transport.

Condition

Service facilities at the mine site are basic and require upgrading as part of the mine expansion for which financing efforts are underway. The Andacaba Mill capacity was expanded in 1997 to 550 tonnes per day. A direct power line from the Velarde II substation near Potosi was completed in August 1997. Water for the mill is supplied from underground sources at the mine. The city of Potosi provides a source of supplies and labor.

Geology/Mineralogy

The mineralized veins at Andacaba are enclosed in Tertiary porphyritic quartz latite or rhyodacite volcanic rocks. The volcanics are part of an igneous complex that includes an elliptical-shaped biotite granodiorite pluton that outcrops south of the mine area. The pluton is believed to be 40 kilometers long and 14 kilometers wide. Volcanic breccias can be observed in the mine area. Paleozoic sediments outcrop west of the mine and lead, zinc and silver veins are

known to occur in the sediments beyond the property boundary. The thickness of the volcanic package is not known and at deeper levels in the mine the host volcanics may be underlain by Paleozoic sediments or possibly granodiorite. On the surface the veins are oxidized to a depth of about 20 meters. Minerals in the oxidized zone include limonite, hematite, goethite, quartz and clay. In the sulfide zone the primary minerals are marmatite, galena, jamesonite, boulangerite, sphalerite, tetrahedrite, stephanite, quartz, pyrite, pyrrhotite, chalcopyrite, arsenopyrite, siderite, and others. Wall rocks show very little alteration. There is possibly some silicification of the rhyodacite.

Reserves/Resources

Reserves, as determined by Mineria Tecnica Consultores Asociados ("MINTEC") in October 1996 stood at 547,000 tonnes proven and probable containing 2.68% Pb, 8.26% Zn and 9.13 Troy ounces Ag per tonne (284 grams). Reserves determined by Arisur as of February 1997 stood at 561,000 tonnes proven and probable containing 2.68% Pb, 7.19% Zn, and 6.01 Troy ounces Ag per tonne (187 grams). Jose E. Del Solar M., an independent consulting engineer, in August 1998, determined that reserves stood at 544,000 tonnes proven and probable containing 2.44% Pb, 8.78% Zn, and 9.7 Troy ounces Ag. Arisur has historically been able to replace mined reserves through continued development of the ore body. Current reserves will provide production for approximately 4 to 5 years at current rates. The average grade of lead and zinc reported in the mill head grades for 1998 of 2.19% Pb and 6.32% Zn are below reserve grades. The difference between reserve grades and those reported at the mill is caused by dilution from increased development and a reduced percentage of production from the larger, higher grade veins. The Company is seeking financing for the construction of a decline ramp, which will provide more efficient access to the orebody. This is expected to return the balance of mill feed to 50% from the principal veins, improving the head grades, and to significantly reduce unit costs.

Don Francisco Project

Location

The property is accessible by road 77 kilometers (48 miles) in a southerly direction from Potosi or 64 kilometers (40 miles) from the Andacaba mine. The Don Francisco project is at an elevation of 3,000 meters (9,800 feet).

Property

Arisur owns 100% of five concessions covering 227 hectares (approximately 560 acres).

Operations

The Don Francisco project produced approximately 350 tonnes per month in 1998. Head grades averaged 1.01% Pb, 10.18% Zn and 2.71 Troy ounces Ag per tonne. Ore is trucked to

Andacaba for processing. Limited exploration and development continues at Don Francisco to provide for 5,000 tonnes to be milled during 1999, as a supplement to ore feed. There has been no recent audit of reserves or estimate of resources by an independent third party.

Conditions

Sufficient water is available to conduct the mining operations. Electrical power is presently supplied by generator but a recently completed power line supplies electrical power to within 2 kilometers of the project. Facilities are situated on the property for the mineworkers and a radio communication system is in place between Don Francisco and Andacaba.

Geology

The structural setting is similar to Andacaba in that there is one main structure - the Veta Principal located south of the river, which flows across the property and the Veta Cumbre north of the river with secondary splits off the footwall of the main vein. Host rocks are Ordovician calcareous shales, siltstones and sandstones which have been folded into a series of synclines and anticlines. The Veta Principal occupies both flanks and the axial portion (for a short distance) of a major anticline.

Koyamayu Project

In August 1997, Arisur completed the acquisition of the Koyamayu lead, zinc and silver property, located in southern Bolivia, for $100,000. Arisur mined and processed approximately 2,000 tonnes of ore during 1997, and 1,500 tonnes during 1998 with average head grades of 3.01% Pb, 11.18% Zn, and 4.35 Troy ounces Ag per tonne. 4,500 tonnes of ore are planned to be mined in 1999 from Koyamayu to be processed at the Andacaba Mill.

Comali Mill

Arisur executed agreements to acquire the Comali Mill in late 1996 for $250,000 and the acquisition was completed in January 1998. The facility requires additional capital expenditures of an estimated $150,000 to achieve operations of 120 tonnes per day. Its flotation circuits are designed to recover lead, zinc and silver in separate lead and zinc concentrates. Arisur intends to make use of Comali as a regional mill for Koyamayu ore and for toll milling ore from third parties. The Comali Mill is situated near the community of Toropalca, 30 kilometers south of Don Francisco.

5. CORNERSTONE INDUSTRIAL MINERALS CORPORATION

Project Status

In February 1999, Atlas completed the sale of its 61% interest in Cornerstone to Seven Peaks Mining, Inc. In accordance with a Deposit Agreement executed on October 2, 1998, as submitted

to the bankruptcy court and approved, Atlas sold its interest in Cornerstone (including debt owed to the Company) to Seven Peaks. Proceeds to Atlas from this sale were approximately $2.9 million.

On November 30, 1995 Atlas purchased from a group of individual investors 12.2 million shares of Phoenix Financial Holdings Inc., representing approximately 51% of the total shares then outstanding for an aggregate purchase price of Cdn $1,781,200. On September 3, 1996 the shareholders approved a name change from Phoenix Financial Holdings Inc. to Cornerstone. On December 13, 1996 Cornerstone executed a Stock Purchase Agreement providing for the purchase by Cornerstone of all of the issued and outstanding shares of Atlas Perlite, Inc., owner of the Tucker Hill perlite project from Atlas. Subsequently, Cornerstone changed the name of Atlas Perlite, Inc. to Cornerstone Industrial Minerals Corporation, U.S.A.

6. DISCONTINUED OPERATIONS - URANIUM MILLSITE, MOAB, UTAH

History

The Millsite is located in Grand County, Utah, 2.5 miles northwest of Moab, is accessed from U.S. Highway 191, and occupies approximately 200 acres within 437 acres owned by Atlas.

The Uranium Reduction Company ("URC") built and began operations at the Millsite in October 1956. Atlas acquired URC in 1962 and operated the uranium mill until 1984 when it was placed on stand-by status. Atlas closed the operation in 1987. Atlas submitted its modified reclamation plan in August 1988. Atlas holds Source Material License SUA-917 for the Millsite, which was changed to a "possession only" status on December 18, 1992. The NRC's most recent inspection report, in February 1998, concluded that there were no violations or deviations of the license.

Atlas was authorized to extract uranium oxide by both the acid and alkaline leach processes and the mill was licensed for production at 850 metric tons (1,870,000 pounds) of yellowcake annually. The majority of the ore processed at the mill came from the Big Indian Uranium District approximately 30 miles to the southeast. The sand-like material and mill solutions remaining after the uranium was extracted (tailings) were pumped to the 130 acre tailings impoundment adjacent to the Millsite. The approximate wet weight of the tailings was 10.5 million tons, with a volume of 7.5 million cubic yards. An interim cover comprised of low-grade ore, native soils and a synthetic geo-grid, was placed over the tailings beginning in 1989 and ending in 1995.

A decommissioning plan for the Millsite was approved by NRC on November 28, 1988. The dismantling and disposal of the mill buildings was completed in 1996. All that remains at the Millsite is an office/warehouse and the 130 acre tailings impoundment.

On March 7, 1997 the NRC issued its Technical Evaluation Report ("TER") which stated that the Atlas' Plan for closure was in compliance with the technical requirements for capping the tailings onsite.

During the course of the Chapter 11, the NRC and the State of Utah filed claims asserting administrative priority claims for reclamation against Atlas exceeding $110 million. Atlas has, subject to Court approval, finalized the Moab Uniform Millsite Transfer Agreement, the terms of which are incorporated in the Atlas Plan, which absolves it from all future liability with respect to the Moab Utah Site. The MUMTA was reached among the NRC, the State of Utah, ACSTAR (surety provider for Atlas) and Atlas' Unsecured Creditor's Committee after negotiations to avoid lengthy and expensive litigation over the future of the Moab Utah Site. As consideration for this release, Atlas has agreed to contribute certain Moab Utah Site assets to the Reclamation Trust to be formed by NRC in consultation with Utah. The terms of the Settlement are discussed in detail under the treatment of the claims of NRC and the State of Utah, the Class 4 Claimants under the Atlas Plan. The MUMTA has been executed and has or will shortly be submitted to the bankruptcy court for approval. Coincidental to this agreement, on March 15, 1999, the Company received from the NRC the final Environmental Impact Statement, which concludes that the Company's proposed reclamation plan is "environmentally acceptable," with certain recommended mitigation measures.

B. FACILITIES - OFFICES - OPERATIONS

Atlas maintains its principal headquarters in Denver, Colorado at Republic Plaza, 370 Seventeenth Street, Suite 3140, Denver, Colorado, 80202. AGMI and APMI also maintain their principal place of business in Suite 3140 of the Republic Plaza in Denver, Colorado and maintain as small office in Reno Nevada for the Gold Bar property. APMI also leases a small office in Vale Oregon which is utilized for storage in connection with the Grassy Mountain Project. Arisur's corporate office is located in La Paz, Bolivia. Operations are directed out of Arisur's office in Potosi.

C. EMPLOYEES

Atlas employs 6 people at its headquarters in Denver, Colorado and 3 in field offices (one at APMI's offices in Reno, one for AGMI in Eureka Nevada at Gold Bar and one for Atlas at Moab, Utah).

D. EMPLOYEE BENEFITS - PENSION PLAN & RETIREE'S MEDICAL BENEFIT PLAN- SEVERANCE AND VACATION POLICIES

Defined Benefit Plan

Atlas has a trusteed and insured retirement plan (the "Plan") covering substantially all salaried employees. The Plan provides pension benefits that are based on final average compensation minus certain adjustments for primary social security benefits. Atlas' funding policy

for the Plan is to make at least the minimum annual contributions required by applicable government regulations. Plan assets are invested primarily in equity securities, corporate and government bonds and money market funds.

(In thousands)	Year Ended December 31, 1998	1997	1996
Components of net periodic benefit cost			
Service costs-benefits earned during the year	$ -	$ 9	$ 71
Interest cost on projected benefit obligation	407	433	451
Actual return on Plan assets	(763)	(1,043)	(700)
Net amortization and deferral	323	644	318
Net periodic benefit cost for the year	$ (33)	$ 43	$ 140

The following table sets forth the funded status of the Plan and amounts recognized in the Company's financial statements at December 31 (in thousands):

	1998	1997
Change in benefit obligation		
Benefit obligation at beginning of year	$5,917	6,506
Service cost	-	9
Interest cost	407	433
Actuarial loss	233	146
Benefits paid	(869)	(1,047)
Effect of curtailment	-	(130)
Benefit obligation at end of year	5,688	5,917
Change in plan assets		
Fair value of plan assets at beginning of year	5,190	5,122
Actual return on plan assets	763	1,043
Employer contributions	-	72
Benefits paid	(869)	(1,047)
Fair value of plan assets at end of year	5,084	5,190
Funded status	(604)	(727)
Unrecognized net actuarial loss	267	341
Unrecognized prior service cost	(11)	(35)
Accrued benefit cost	$(348)	$(421)
Assumed discount rate	7.25%	7.25%
Expected return on plan assets	8.50%	8.50%
Assumed rate of increase in future compensation	N/A	5.0%

Effective March 1, 1997 Atlas froze future benefit accruals under the Plan. Past benefits earned will not be affected by this freeze.

Atlas also has an Investment and Savings Plan to assist eligible employees in providing for retirement or other future financial needs. Employee contributions (up to 10% of their earnings) are matched in Atlas stock by the Company at a rate of 100% up to a maximum of 6% of the employee's earnings. In addition, Atlas provides a 4% contribution for all eligible employees compensated on an hourly scale. The Company's contributions to this Plan in the years ended December 31, 1998, 1997 and 1996 were $26,000, $35,000 and $69,000, respectively.

Atlas plans to terminate the Defined Benefit Plan and will follow the necessary statutes and regulations in completing the termination. The Defined Benefit Plan has retained counsel to assist in evaluating the termination and the procedures for accomplishing the termination. Preliminary valuations from actuaries indicate that the assets of the Defined Benefit Plan will be sufficient to pay benefits up to the level guaranteed by the Pension Benefit Guaranty Corporation ("PBGC"), however, certain individuals with benefits in excess of the limits of the PGBC will not receive their full benefit. The Debtor does not believe that the PBGC will have any claim. The Defined Benefit Plan, however, has an unsecured claim in the approximate amount of $605,000 for funding deficiencies prior to 1997, the year benefit accruals were ceased. Under prevailing case law Atlas believes any claim of the Defined Benefit Plan or the PBGC is an unsecured claim and will be treated as a Class 10 claim under the Atlas Plan.

Retiree Medical Plan

In addition to the Company's defined benefit pension plan the Company has a defined benefit post retirement plan (the "Retiree Medical Plan") covering most salaried employees. The Retiree Medical Plan originally provided medical and life insurance benefits to retirees of the Company that meet certain qualifying criteria. The Retiree Medical Plan is contributory, with retiree contributions adjusted annually, and contains other cost-sharing features such as deductibles and coinsurance. The accounting for the health care plans anticipates future cost-sharing changes to the written plan that are consistent with Atlas' expressed intent to increase the retiree contribution rate annually for the expected general inflation rate for that year. Atlas' policy is to fund the cost of the post retirement health care benefits in amounts determined at the discretion of management. Effective December 15, 1997 the Company terminated the life insurance plan for all participants and also terminated the medical plan for all current employees, except for three individuals who were grandfathered. Retirees currently receiving medical benefits will continue under the plan.

The Company's Long Term Incentive Plan (the "LTIP") provides that key employees may be granted options to purchase common stock at the fair value of the shares on the date of grant. At a February 17, 1995 Meeting of Stockholders, the shareholders approved an amendment to the LTIP (i) to increase by 850,000 to 1,745,000 the number of shares authorized for issuance under the LTIP, (ii) to provide for the automatic grant to non-employee directors of the Company of awards of stock options under the LTIP and (iii) to reduce the minimum period prior to which an option may be exercised for all options granted after January 6, 1995 from one year to six months. Options are exercisable for a maximum of ten years from the date of grant and no options may be granted after July 31, 1999.

During 1997 Atlas authorized the grant of options to key personnel for 85,000 shares of the Company's stock, of which 35,000 expired in 1997. The remaining options granted have a 10 year term expiring August 15, 2007 and vest and become fully exercisable at the end of six months of continued service. During 1996 the Company authorized the grant of options to key personnel for up to 971,000 shares of the Company's common stock. Of these, 200,000 were granted with a two year term, expiring June 21, 1998 and fully vested and exercisable at time of grant. Also, there were 100,000 options granted with a two year term that expired November 5, 1998 and fully vested and exercisable at time of grant. All remaining options granted have 10 year terms expiring November 1, 2006 and vest and become fully exercisable at the end of six months of continued service. No options were granted in 1998.

Prepetition Vacation, Severance and Health Insurance Benefits.

Atlas had established policies for vacation and severance for employees and provides health and life insurance benefits.

Vacation

The following tables show the rate of vacation accrual based on term of employment with Atlas.

Continuous Employment	Annual Vacation Benefit	Rate of Accrual	Claim Maximum
Completion of up to 3 years	80 hours	6.67 hrs/ month	20 hours
Completion of 3 years ---9 years	120 hours	10 hrs/month	30 hours
Completion of 10 years --- 19 years	160 hours	13.34 hrs/month	40 hours
Completion of 20 years or more	200 hours	16.67 hrs/month	50 hours

According to policy, no employee is eligible to have more than 1-½ times his/her annual vacation benefit accrued at one time.

Severance

Severance benefits provided by Atlas Corporation are generally of two categories; the first is by employment contract or written commitment with key personnel. These will vary from individual to individual and are not available to all employees. The second category is Atlas' established practice of providing severance pay for employees who are involuntarily severed from the Company due to no fault of their own. This practice provides for two weeks pay for each full year of employment, at the rate being paid at the time the employ is severed. According to previously established policy and/or practice, severance pay is not available to employees who "quit" or terminate their employment with Atlas of their own volition. Also, a distinction exists between an

involuntary separation from the Company due to disciplinary action taken by Atlas (*Cause*). If an employee is discharged according to the existing policy (# 410), the employee is not eligible for severance pay.

Post-Petition Benefits

Employment benefits provided by Atlas Corporation after September 22,1998 are as follows:

Vacation: The vacation policy has been modified to provide that current employees will have five days vacation available for their use immediately. Also, effective October 1, 1998, future vacation benefits will be earned, as before, in accordance with Policy # 373.

Severance: For the purpose of clarifying severance benefits going forward from the date of filing, and since all prior employment contracts, agreements or commitments are considered to be "executory contracts" under the provisions of the Bankruptcy Code; Atlas must reject any such contract, agreement or commitment and redefine the Company position on severance benefits in a more appropriate manner. However, as an interim measure, and effective immediately, all current employees have been credited with one-month severance at current pay rates. This interim measure will be in effect until the Effective Date of the approved reorganization plan, at which time the Company will reinstate the previous practice as its severance policy for the foreseeable future, unless that policy is modified at the request of the Board of Directors. Existing employees are eligible for this severance payment upon termination with the exception of being severed for *Cause* according to Policy # 410.

Health Insurance:

Atlas provides health and life insurance benefits for its employees. Voluntary termination effectively results in the immediate termination of health and life insurance benefits (unless the employee elects to continue health coverage under COBRA within 60 days of termination and submits payment in an amount covering the time from termination to date of the initial payment). In order to assist the current employees with career changes or personal choices that may be made as a result of the reorganization of Atlas, provided that he/she is not terminated for *Cause,* Atlas will extend the current group medical health insurance for up to six months beyond the termination date. Atlas has requested that it be notified if replacement coverage is acquired by the terminated employee before the six months has expired.

E. FINANCING

Generally, Atlas and its subsidiaries do not finance their operations with customary lender financing. This is due in large part to the lack of available affordable financing due to the many risks associated with mining operations. The exception to this is Arisur whose operations are financed as discussed below. Atlas' secured debts principally arise in connection with its environmental liabilities. Its environmental cleanup obligations are secured by bonds posted by ACSTAR and U.S.

Fire which are secured in part by letters of credit. AGMI and APMI also have secured environmental cleanup obligations. These secured obligations are discussed in detail under the sections of the Disclosure Statement discussing the Atlas, AGMI and APMI Plans. In addition there are disputed claims with Gerald Davis, a former director and President of the Companies as to whether he holds a security interest against the Gold Bar property executed in settlement of an arbitration proceeding arising from his severance agreement. The Davis claim is discussed further herein under the Pending Litigation portion of this Disclosure Statement.

In February 1997, Arisur signed a financing agreement with the Corporacion Andina de Fomento ("CAF") for US $3.0 million of which $2.3 million was drawn. CAF is a multilateral financial institution that supports sustainable development and integration efforts within the Andean region of South America. The proceeds of the loan, received in May 1997, paid for certain equipment and expansion programs of the Bolivian operations and reimbursed Atlas approximately of $500,000 of funds previously advanced for said purposes. The remaining loan from CAF is repayable in five equal semi-annual principal installments of $383,000 (May and November) plus outstanding interest. The loan bears interest at the six month LIBOR rate plus 4.5% (9.56% at December 31, 1998). Outstanding amounts are collateralized by certain property, plant and equipment of Arisur with a carrying value of approximately $9,500,000. Atlas has guaranteed the obligations of Arisur to CAF. Further, Atlas has agreed to a subordination provision which precludes Arisur from repaying advances to Atlas during any period in which Arisur is in default of the CAF Loan Agreement. Arisur is in default of certain covenants under the CAF Loan, although it has not failed to make any payments thereunder. CAF has not commenced proceedings to exercise any of its rights under the Loan Agreement. Arisur has made payments under the CAF loan of principal of $383,000 and interest of $349,500. The outstanding principal balance of the loan is $1,916,667. Arisur is attempting to negotiate a modification to the loan to defer the payment obligations and to obtain additional capital for development at the Andacaba Mine.

F. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

The Bankruptcy Court has entered an Order extending the deadline to assume or reject the Debtors nonresidential real property leases through the date of hearing on confirmation of the Atlas Plan, the AGMI Plan and the APMI Plan. The Debtors will file Motions to assume any executory contracts or unexpired leases prior to the hearing. The Plans provide that any executory contracts or leases which the Debtors do not seek to assume will be deemed rejected.

AGMI and APMI are parties to a number of agreements pertaining to their mining leases, unpatented lode and millsite claims, and mining permits. The law is unclear as to whether these mining agreements are nonresidential real property leases governed by §365(d)(4), unexpired executory contracts or as outright conveyances which are not executory contracts. To avoid any question, APMI and AGMI have requested, which the Bankruptcy Court granted that the deadline to assume or reject Leases govern these agreements as well. To avoid any question, the Debtors will treat these agreements as if the provisions of Section 365 apply and will seek to assume any

agreements which they intend to utilize post-confirmation. The Debtors are not presently in default of any obligations under their unexpired leases or executory contracts.

Atlas Corporation

Atlas is a party to an unexpired lease of nonresidential real property for the lease of its office space in the Republic Plaza building described as 370 Seventeenth Street, Suite 3140, Denver, Colorado 80202 pursuant to a lease commencing December 20, 1997 between Brookfield Republic, Inc., and Atlas. The Lease expires on December 31, 2000. Atlas is current in its post-petition obligations owing under the Lease. In addition, Atlas may have interests in other nonresidential real property leases related to the mining and business operations of APMI and AGMI.

Gold Bar - AGMI and APMI

AGMI owns and leases the mine and mill on the property located in Eureka, Nevada commonly referred to as Gold Bar property. The surrounding land for the Gold Bar property is owned or leased by APMI. The Gold Bar property comprises approximately 100 square miles including 3,386 unpatented lode and millsite claims, 160 acres of patented land and a fee lease covering a partial interest in approximately 2075 acres. APMI and AGMI own the rights to approximately 3,200 lode claims which are subject to timely paying the maintenance fees due to the Bureau of Land Management. There are an additional 446 lode claims which APMI owns subject to obligations to pay royalties to the prior owners. AGMI and APMI are not in default of any obligations under their unexpired leases and executory contracts. There are obligations which accrue in June of 1999 under the leases and in August, 1999 to preserve their property. The Debtors are evaluating the prospects for sale of the Gold Bar property and determining which leases are in the best interests of the estates. In addition, APMI leases 179 lode claims under the terms of mining leases to be more fully described below.

Name	Lessor	Number Of Claims	Effective Date	Term
Benmark Lease No. 84035	Julian E. Simpson Jean C. Simpson (assigned to JJS Mining Limited Partnership)	34 unpatented lode claims	2/16/88	20 yrs
Elizondo Lease No. 84014	Jose Goyeneche (Simone Paulette Goyeneche and Jose Mari Cortea successors)	7 unpatented lode claims	4/15/86	20 yrs

Golden Clam Lease No. 84052	Lana Resources U.S. Inc. (Quitclaimed to Max McCrosty)	56 unpatented lode claims	8/8/90	10 yrs
Wildflower Lease No. 84018	Milwhite Co., Inc.	10 unpatented lode claims	5/9/86	20 yrs
Ziff Lease No. 84022	Front Range Minerals, Inc.	72 unpatented lode claims	2/12/87	20 yrs

In addition, APMI is the Lessee to a lease for 2,074.6 fee acres related to the Gold Bar project as follows

Lessor	Property	Effective Date	Term
Eureka Livestock Company Lease No. 84082	67% Minerals 100% surface 1,640 acres 37% Minerals 100% surface 434.6 acres	7/5/94	20 yrs

In addition AGMI is a party to a surface use Agreement as follows:

Lessor	Property	Effective Date	Term
Michel P. Etcheverry & Filbert G. Etcheverry successors in interest to Eureka Livestock Co.	Agreement for surface access on Three Bar Ranch Allotment and Roberts Mountain Allotment, being Two BLM Grazing leases.	5/7/90	Indefinite

APMI and AGMI do not anticipate that they will seek to assume the agreements with respect to Gold Bar unless they are able to locate a potential buyer for the property, in which case they will assume and assign the rights under such agreement.

Grassy Mountain - APMI

APMI owns and leases the property located in northern Malheur County, Oregon, referred to as Grassy Mountain. The Grassy Mountain property encompasses approximately 7 square miles. APMI owns 136 unpatented lode claims. An additional 76 unpatented lode and placer claims are controlled under separate mineral lease or lease/option to purchase agreements. Approximately 1,000 acres of fee surface, 240 acres of fee surface and minerals, and 80 acres of fee minerals are

held under two lease/option agreements. APMI holds one state prospecting permit covering 1,280 acres, Prospecting Permit #11759. APMI is not in default of any obligations under its unexpired leases and executory contracts. There are obligations which accrue in the summer of 1999 to preserve its property rights. APMI is evaluating the prospects for the sale of Grassy Mountain and determining whether assumption of the leases and executory contracts are in the best interests of the estate. The lease/option agreements are more fully described as follows:

Name	Lessor	Number Of Claims	Effective Date	Term
Bishop I Lease No. 92000I	John J. Bishop and Henry F. Bishop d/b/a Bishop Brothers, John J. Bishop, Trustee, Eileen Bishop, Eileen M. Bishop, Trustee, Henry F. Bishop, Judy Bishop, aka Judith Bishop	Bishop 1-5 unpatented claims and Fee Lands located in sections 11-15 T. 22 S., R. 43 E. Malheur County Oregon	9/11/89	20 yrs
Bishop II Lease No. 92000J	John J. Bishop, Henry F. Bishop d/b/a Bishop Brothers, Ann Schlupe and Frank B. Bishop	Mineral rights [S.E. S.W. Sec. 12 S.E. S.W. Sec. 13] of T. 22 S., R. 43 E. of the Willamette Meridian, Malheur County Oregon	9/11/89	20 yrs
Sherry & Yates, Lease No. 92000F	Sherry & Yates, Inc.	Unpatented mining claims known as Poison Springs 1-38, 16A, 17A	3/5/86	20 yrs

In addition, APMI leases office space in Vale Oregon. The lessors on the property are George & Burtta Jean Glerup. The lease is on a month to month basis.

G. ENVIRONMENTAL LIABILITIES

Atlas and its subsidiaries are subject to extensive federal, state and local environmental laws and regulations. These laws, which are constantly changing, regulate the discharge of materials into the environment and may require Atlas, AGMI and/or APMI to mitigate any environmental effects caused by its past and present operations. Atlas, AGMI and APMI believe that they are in material compliance with all federal, state and local environmental regulations applicable to their current and discontinued operations.

The Moab License, issued by the NRC requires Atlas to decommission and reclaim the Moab Utah Site. The Company discontinued its uranium operations in 1987, and the estimated

shutdown and reclamation expenses were accrued. Reclamation and decommissioning costs (net of reimbursements, see below) of $825,000, $1,215,000 and $1,808,000 have been charged against this accrual for the years ended December 31, 1998, 1997 and 1996. The approval process for Atlas' plan of reclamation was again extended during 1998. The delays in this process have continued to increase the ultimate cost of the reclamation plan due to additional technical information requirements, continuing overhead costs, legal and consulting fees, as well as inflation and other ongoing carrying costs of the property. Due to these added costs, along with possible changes in the scope of Atlas' reclamation plan, Atlas reevaluated its uranium reclamation accrual and concluded that an additional charge of $3,000,000 was required in the year ended December 31, 1997. The balance of the accrual at December 31, 1998 was $21,110,000. Title X of "The Comprehensive National Energy Policy Act" ("Title X"), which was enacted in October 1992, provides for reimbursement by the federal government of past and future reclamation expenses in proportion to the extent that the Moab Utah Site's tailings were generated by Atomic Energy Commission ("AEC") contracts. With respect to Atlas' discontinued uranium operations, 56% of the tailings were generated by AEC contracts. Requests for reimbursement under Title X must be submitted annually to the Department of Energy ("DOE") and are subject to review and audit. At December 31, 1998, the Company had recorded a Title X receivable of $14,784,000, which includes claims already made as well as an estimate of future claims based upon the recorded reclamation liability. The timing on the repayment of costs approved for reimbursement is a function of Congressional appropriation.

In July 1994, Atlas submitted the first of five claims under Title X for reimbursement of compliance and reclamation costs. The five claims cover costs incurred from fiscal 1980 through March 1998. The total amount reimbursable under the five claims is $7,049,000. As of March 15, 1999, Atlas had received $5,356,000 in reimbursements under Title X, leaving a remaining balance due of $1,693,000.

On March 12, 1999, the NRC issued the "Final Environmental Impact Statement Related to Reclamation of the Uranium Mill Tailings at the Atlas Site, Moab, Utah," ("FEIS"). The FEIS concludes that the Atlas proposed on-site reclamation, with certain recommended mitigation, was acceptable. Atlas has accepted certain license conditions, recommended changes to others, and anticipates NRC to amend the License to permit the reclamation plan to proceed.

During the course of the Chapter 11 proceeding, NRC and the Utah filed claims against the estate of Atlas asserting claims in the amount of $120,000,000 and asserting that the claims were entitled to first priority administrative expense status. The MUMTA, subject to Court approval, reached among NRC, the State of Utah, ACSTAR (surety) and the Unsecured Creditor's Committee, eliminates all future liability in consideration for Atlas contributing certain Moab related assets and resources to a trust to be established and directed by the government. The terms of the MUMTAare disclosed in detail in the discussion of the treatment of the Class 4 and 5 claims under the Atlas Plan.

Atlas also has environmental cleanup liabilities arising from its asbestos operations in Coalinga, California for the cleanup of the Atlas Operable Unit which is part of the Atlas Asbestos Mine Superfund Site. The claim is held by the Environmental Protection Agency's ("EPA"). Atlas,

Vinnell Mining and Minerals, (now known as TRW) and the EPA agreed to a Consent Decree which was entered by the United States District Court for the Eastern District of California, Fresno Division Civ-F-92-5373-OWW on October 15, 1992. The Consent Decree required that Atlas and Vinnell conduct the cleanup of the site which is part of the Atlas Asbestos Mine Superfund Site in Fresno County, California and to reimburse the United States for all costs it incurred in conjunction with the site. The EPA billed Atlas and Vinnell (who are jointly and severally liable) $441,262.67 for the period from December 1, 1990 through December 31, 1993 and $236,161.50 for the period from January 1, 1994 through December 31, 1994. Atlas and Vinnell disputed these costs and placed the disputed sum in escrow. The balance of the escrow account as of March 5, 1999 was $764,092.46. The EPA has filed a claim asserting a secured claim for the funds in the escrow account.

In 1993 and 1994, Atlas Corporation received notice from EPA that it was a potentially responsible party under CERCLA at the Solvent Recovery Service Site ("SRS Site") in Connecticut and the Old Southington Landfill Site ("OSL Site") in Southington, Connecticut, respectively. The Debtor had owned Titeflex, Inc. in the 1950s and early 1960s. During this time and for some years after Titeflex was sold, Titeflx disposed of certain solvents through an arrangement with Solvent Recovery Service ("SRS"). SRS apparently did not adequately treat, contain or dispose of the materials it received from its customers and event shipped some of its waste sludges to the Southington Landfill. The Debtor's allocated share of responsibility is very small - less than one percent for each of the sites. The Debtor executed an allocation agreement with Titeflex which called for Titeflex to indemnify the Debtor for the first $50,000 and share any liability thereafter with the Debtor incurring about 59 percent. In return, the Debtor agreed to indemnify Titeflex for liability at the OSL site. Total liability for the Debtor from these two CERCLA sites was estimated to be less than $100,000.

Estimated reclamation costs relating to the Gold Bar property are recorded based on the units of production method. There were no reclamation costs expressed in the years-ended December 31, 1998, 1997 and 1996. The costs of reclamation for the Gold Bar property have not been determined. Bonds in the amount of $265,000 have been posted for the obligations attributable to the exploration land owned or leased by APMI. Bonds in the amount of $2,911,000 have been posted for the obligations attributable to the cleanup of the mining operations conducted by AGMI.

Estimated reclamation costs for the Grassy Mountain property have not been determined. APMI has posted bonds in the amount of $146,000 to secure the obligations. APMI believes that the actual costs will be substantially less.

H. SHAREHOLDERS, MANAGEMENT & RELATED ENTITIES

1. SHAREHOLDERS

Atlas Corporation

Atlas is a publically held company whose common stock is registered with the Securities Exchange Commission ("SEC") to be traded on the NASDAQ Bulletin Board ("NASDAQ"). Atlas is current in its filing requirements with the SEC. Atlas filed its Form 10-K for the Fiscal Year ended December 31, 1998 on or about April 15, 1999. Atlas reports to the SEC on a consolidated basis, including consolidated audited financial statements and includes the operations of its subsidiaries, including AGMI, APMI and Arisur.

As of March 26, 1999, the date utilized in Atlas' 10-K filing with the SEC, there were 27,514,544 shares of common stock outstanding held by non-affiliates of Atlas. The common stock has a par value of $0.01 per share. The aggregate market value of the common stock as of March 26, 1999 was $1,373,727. The common stock is the only class of voting stock.

Atlas' common stock is listed on the NASDAQ Bulletin Board under the symbol ATSP. The high and low sales prices for the common stock for each quarterly period are as follows:

	Year Ended December 31, 1998		Year Ended December 31, 1997		Year Ended December 31, 1996	
Quarter Ended	High	Low	High	Low	High	Low
March 31	$ 0.42	$ 0.15	$ 0.8125	$0.5625	$ 1.875	$1.375
June 30	0.41	0.17	0.75	0.3438	1.50	1.0
September 30	0.35	0.04	0.50	0.125	1.125	0.695
December 31	0.09	0.03	0.375	0.625	1.125	0.625

No dividends were declared in the years ended December 31, 1998, 1997 and 1996. At March 26, 1999, there were approximately 15,800 holders of record of the Company's common stock.

Atlas is authorized to issue 1,000,000 shares of preferred stock, par value $1 per share. The preferred stock is issuable in series, with designations, rights and preferences to be fixed by the Board of Directors. The Board of Directors has established a series of 200,000 shares of Series Preferred Stock designated Series A Junior Participating Preferred Stock ("Series A Preferred Stock"), no shares of which have been issued.

At Atlas' annual meeting held on June 18, 1998, the stockholders of Atlas approved an amendment to its Restated Certificate of Incorporation increasing the number of authorized shares of common stock from 50,000,000 shares to 100,000,000 shares and reducing the par value of the

Company's common stock from $1.00 to $0.01 per share. The amendment was filed with the Delaware Secretary of State and effective on August 13, 1998.

At December 31, 1998 there were 875,000 shares of common stock reserved for the conversion of an outstanding Convertible Debenture and 2,032,111 shares of common stock reserved for Option Warrants which are exercisable at a price of $15.625 per share and have no expiration date ("Perpetual Warrants"). Since December 31, 1995, no Perpetual Warrants have been issued or exercised. Also at December 31, 1998 there were 4,545,455 shares of common stock reserved for Option Warrants issued in connection with private placements.

APMI

APMI is a wholly owned subsidiary of Atlas. There are 1,000 shares of common stock outstanding which are issued to Atlas. APMI is not a publically traded company. APMI is included in the audited consolidated financial statements which are utilized in the SEC filings for Atlas. Further, the Atlas 10-K form discusses the activities of APMI at Grassy Mountain and Gold Bar.

AGMI

AGMI is a wholly owned subsidiary of APMI. There are 1,000 shares of common stock outstanding which are issued to APMI. AGMI is not a publically traded company.

2. DIRECTORS

Atlas Directors

The directors of Atlas are divided into three classes and hold office for a term of three years ending with the annual meeting of stockholders held in the year ended December 31, 1999 in the case of Class II, in the year ended December 31, 2000 in the case of Class III and in the year ended December 31, 2001 in the case of Class I. There are currently six directors. There is no Chairman of the Board. The Board Members appoint an acting chair at the commencement of each meeting. The following table sets forth certain information concerning each director:

Name	*Director Since*	*Principal Occupation, Past Five Year's Business Experience and Other Directorships Held*	*Age*
CLASS II (Term of office expires at the Annual Meeting of Stockholders held in the year ended December 31, 1999)			
James H. Dunnett	1995	An independent business consultant specializing in finance for the mining industry internationally	49

C. Thomas Ogryzlo	1993	Currently President and CEO of Black Hawk Mining Inc. and formerly Triton Mining Corporation prior to merger of the two companies in May 1998. Prior to August 1997 Chairman of Kilborn SNC-Lavalin, a world class engineering firm; Director of Carib Gold Resources Inc. Franco, Nevada, Tiomin Resources and Vista Gold Corp. Mr. Ogryzlo's business address is 95 Wellington Street West, Suite 1800, Toronto, Ontario, M5J 2N7.	59

CLASS III
(Term of Office expires at the Annual Meeting of Stockholders held in the year ended December 31, 2000)

Douglas R. Cook	1988	President of Cook Ventures, Inc., a geological consulting firm. Mr. Cook's business address is 2485 Greensboro Drive, Reno, Nevada 89509.	73
Gregg B. Shafter	1998	President of the Company since October 1997. Prior to that Mr. Shafter served in various capacities with the Company, including Vice President of Project Development, Manager	43

CLASS I
(Term of Office expires at the Annual Meeting of Stockholders held in the year ended December 31, 2001)

Mario Caron	1996	Presently an independent management consultant. Formerly President, Chief Executive Officer and director of Eden Roc Mineral Corp. from February 1997 to March 31, 1999. Chief Executive Officer of Atlas Corporation from September 1996 to January 1997. From 1993 to 1996, President and Chief Executive Officer of MSV Resources Inc. and from 1987 to 1993 President of Corpomin Management Inc. Mr. Caron also is director of three junior Canadian exploration companies. His current business address is 1 First Canadian Place, Suite 2610, Toronto, Ontario M5X 1E3, Canada.	45

Richard E. Blubaugh	1998	Executive Vice President of the Company since 1998 and prior to that served as Vice President of Environmental and Governmental Affairs. Mr. Blubaugh's business address is 370 Seventeenth Street, Suite 3140, Denver, CO 80202.	51

Compensation of Directors

Fees paid to non-employee directors consist of a $1,000 fee for each Board of Directors meeting attended in person, a $500 fee for each Board of Directors meeting attended by telephone and a $500 fee for each committee meeting attended.

Upon joining the Board, all non-employee directors are awarded a one time grant of 50,000 options under the Long Term Incentive Plan ("LTIP"), vesting six months from the grant date, at an exercise price equal to the market price on the grant date or $1.00 per share, whichever is higher. In addition, the Chairman is awarded options to purchase 25,000 shares of Atlas common stock, as granted under the LTIP, vesting six months from the grant date at an exercise price equal to the closing market price on the grant date or $1.00 per share, whichever is higher.

AGMI

There are two directors of AGMI who serve perpetual terms until their removal or resignation. The directors of AGMI are Gregg B. Shafter who is discussed above under Atlas and James R. Jensen who is also the CFO, Secretary and Treasurer of Atlas and who is discussed below under Officers of Atlas.

APMI

There are two directors of APMI who serve perpetual terms until their removal or resignation. The directors of APMI are Gregg B. Shafter who is discussed above under Atlas and James R. Jensen who is also the CFO, Secretary and Treasurer of Atlas and who is discussed below under Officers of Atlas.

3. MANAGEMENT

Atlas

Executive Officers

Set forth below is the age and certain other information regarding each person currently serving as an executive officer of the Company.

Gregg B. Shafter, age 43, has served as President since October 7, 1997. Since joining the Company in August 1991, Mr. Shafter has also served in the capacities of Vice President of Project Development, Manager Business Development and Land Manager. Prior thereto Mr. Shafter performed acquisition and administrative functions for Western Gold Exploration and Mining Company, Limited Partnership and Atlantic Richfield Company.

Richard E. Blubaugh, age 51, currently serves as Executive Vice President since September 1998 and has served as Vice President of Environmental and Governmental Affairs since October 1, 1990, and has been with Atlas for 17 years. He has been involved in the environmental, health and safety field for over 23 years, has managed environmental and regulatory functions for mining firms in seven western states, and also has experience as a regulator and a consultant.

James R. Jensen, age 39, currently serves as Chief Financial Officer since September 1998 and has served as CFO, Treasurer and Secretary since February 1997. Mr. Jensen joined the Company in August of 1989, as Accounting Manager and was promoted to Controller in September 1993. Prior to his employment with the Company, Mr. Jensen was a manager with the accounting firm of KPMG Peat Marwick.

Committees of the Board of Directors

Atlas has an Audit Committee and a Compensation Committee of which the Board of Directors appoints all members. The Compensation Committee consists of Messrs. Ogryzlo and Cook. The Audit Committee consists of Messrs. Dunnett, Caron and Ogryzlo. The principal functions of the Audit Committee are to recommend the selection of the Company's auditors, review with the auditors the scope and anticipated cost of their audit and receive and consider a report from the auditors concerning their conduct of the audit. The principal functions of the Compensation Committee are to administer the Company's 1979 Key Employee Stock Incentive Plan, Long Term Incentive Plan, Annual Incentive Plan and Retirement Plan for Outside Directors, to recommend changes in compensation plans and the adoption of new compensation plans and to recommend compensation for senior officers of the Company. During the year ended December 31, 1998 the Audit Committee held three meetings and the Compensation Committee did not meet in 1998.

AGMI and APMI

Gregg B. Shafter, whose qualifications are discussed above is the President of AGMI and APMI. James R. Jensen, whose qualifications are also discussed above is the CFO/Secretary/Treasurer of AGMI and APMI.

4. EXECUTIVE COMPENSATION

The following table sets forth all compensation paid by the Company, for the years ended December 31, 1998, 1997 and 1996 to Messrs. Gregg B. Shafter and Richard E. Blubaugh. Except for Messrs. Shafter and Blubaugh, no person who was serving as an executive officer of the

Company during the year ended December 31, 1998 had total cash and cash-equivalent remuneration, which exceeded $100,000 during the year.

		Annual Compensation			Long Term Compensation	
Name and Principal Position	Year or Period Ended	Salary	Bonus	Other Annual Compensation	Stock Options	All Other Compensation
Gregg B. Shafter, President	Dec. 31, 1998	$ 108,505	$ —	$ 1,546	—	6,510
Richard E. Blubaugh, Executive VP	Dec. 31, 1998	99,194	—	2,372	—	5,951

5. TRANSFERS BETWEEN RELATED ENTITIES

There are obligations owing between Atlas and its wholly owned subsidiaries, AGMI and APMI, both prepetition and postpetition. From December, 1996 through the filing of their Chapter 11 petitions, AGMI and APMI did not maintain separate checking accounts. Atlas paid the obligations of AGMI and APMI, separately accounting for the obligations of each entity through cost codes. The prepetition intercompany receivables are calculated as of January 26, 1999, the date of the bankruptcy filings by APMI and AGMI. Atlas Corporation is a creditor of APMI holding a prepetition unsecured claim of $28,403,941. APMI is a creditor of AGMI holding a prepetition unsecured claim of $11,867,299. AGMI is a creditor of Atlas holding a prepetition unsecured claim of $6,138,260. Arisur maintains its own checking accounts. In addition, Atlas has paid postpetition obligations of AGMI and APMI. As of March 31, 1999, AGMI owes Atlas $34,194 which is a postpetition administrative claim. As of March 31, 1999, APMI owes Atlas $36,728 which is a postpetition administrative claim. The only inter-company obligations arising between Atlas and Arisur are that Atlas has guaranteed the loan obligation to CAF and further that Atlas has advanced $622,000, including advances postpetition in the amount of 111,000. The CAF loan documents preclude Arisur from repaying the Atlas obligations as long as there is a default under the CAF loans.

I. COMPETITION

The Companies compete with substantially larger companies in the acquisition of properties and the production and sale of metals. The Companies do not believe that they or any other competitor is a material factor in these markets, and the price received for production depends almost entirely upon market conditions over which they have no control. The Companies believe that they can promptly sell at current market prices all of the metals that they can produce.

III. EVENTS LEADING TO FILING OF CHAPTER 11

Atlas

There are several factors which precipitated the Chapter 11 filing by Atlas Corporation. In 1998 Atlas experienced severe cash flow problems making the Chapter 11 filing necessary a result of several things. First, Atlas had negotiated a sale of its interest in Cornerstone which was supposed to close in May 1998 which did not close. Although Atlas finally negotiated a sale of its interests postpetition, the inability to close the sale in May deprived Atlas of critical operating capital. Also, the Cornerstone operations had failed to perform as originally designed, (which resulted in a lawsuit with the principle construction engineer, Wyant Machinery, as discussed herein) contributing to the cash flow problems.

Second, as discussed above, Atlas has significant environmental liabilities arising from its operations of the Moab Utah Site which, without an approved reclamation plan and agreement between NRC, Utah and others; precluded it from reorganizing its obligations outside of a Chapter 11 proceeding. Although the Debtor had complied with regulatory requirements and engaged in negotiations with the NRC and Utah, no significant progress had been made toward resolving Utah's concerns about closing the Moab Utah Site until the filing of the petition. Prior to the filing of the petition, Atlas expended significant resources, (more than $1 million per year including legal fees) in attempting to reach an agreement with the NRC and Utah regarding the reclamation.

Atlas was also engaged in costly litigation, including the litigation with Wyantt Machinery, the Goldschmidts and the Shipes Parties. The legal fees incurred by Atlas in the pending litigation and in conjunction with the negotiations regarding Moab were at least $50,000 per month.

Finally the decline in metal prices reduced its revenues and contributed to its cash flow problems.

By September 1998, Atlas had a number of obligations it was unable to repay. Atlas had issued convertible debentures to the Lidner Dividend Fund in September 1994 which matured on September 20, 1998 with an obligation owing of $3,500,000. Atlas was unable to pay the obligations arising from the maturing debentures. Atlas was also in default and unable to pay a number of other obligations as a result of insufficient cash flow.

The Chapter 11 proceeding was filed to enable the Debtor to resolve its environmental liabilities, resolve other obligations, restructure its operations and sell certain non-core assets free and clear of liens retaining value for its creditors when a sale might not be possible without this protection for a purchaser.

AGMI

Atlas, AGMI and APMI are contemplating that a sale of the Gold Bar property may be in the best interests of the creditors of the estates. APMI and AGMI are not currently operating the Gold Bar property. There are existing environmental claims associated with the Gold Bar property. The Chapter 11 proceeding was filed for AGMI because it is believed that the protections afforded to a prospective purchaser under the Chapter 11 proceeding may be the only way to realize value for the Gold Bar property.

APMI

Atlas, AGMI and APMI are contemplating that a sale of the Gold Bar and Grassy Mountain properties may be in the best interests of the creditors of the estates. APMI owns the exploration portion of Gold Bar and the Grassy Mountain property. APMI is not currently operating either property. There are also existing environmental claims associated with the Gold Bar property and Grassy Mountain. The Chapter 11 proceeding was filed for APMI because it is believed that the protections afforded to a prospective purchaser under the Chapter 11 proceeding may be the only way to realize value for the Gold Bar property and/or Grassy Mountain properties.

IV. OPERATIONS SINCE FILING OF CHAPTER 11

Atlas

Since the filing of its Chapter 11 petition in September, 1998, Atlas has been pursuing the following: (1) sale of its interests in Cornerstone; (2) resolution of all environmental liabilities, specifically to permit it to divest itself of the Moab Utah Site and eliminating future liabilities; (3) seeking to divest itself of certain assets which are deemed to not be necessary to the future of Atlas; and (4) refinancing and developing business of Arisur in Bolivia.

The first item has been accomplished. Atlas has successfully sold its interest in Cornerstone. On October 2, 1998, Atlas filed a Motion for Order Approving Deposit Agreement between the Debtor and Seven Peaks Mining, Inc. and Approving the Sale of Debtor's interest in Cornerstone Industrial Minerals Corporation Free and Clear of Liens pursuant to 11 U.S.C. § 363. As part of the Deposit Agreement, Seven Peaks agreed to purchase Atlas' 61% interest in Cornerstone Industrial Minerals Corporation ("Cornerstone") for $.12 Canadian per share, or $1,835,922.10 and the assumption of Cornerstone's debt. Seven Peaks also agreed to deposit $350,000.00 in an interest-bearing account upon the resolution of Cornerstone's litigation with Wyant Machinery ("Wyant"). ACSTAR, a secured creditor of the Debtor, raised objections to the Motion. However, Atlas and ACSTAR resolved their differences in a stipulation filed with the Court. On November 3, 1998, the Court approved the Deposit Agreement. On November 23, 1998, Atlas filed a Motion to Approve Settlement Pursuant to Rule 9019 asking the Court to approve settlement of the Wyant litigation. The sale of the Atlas Corporation's interest in Cornerstone closed on February 11, 1999. The sale of Cornerstone provided Atlas with the necessary financing to pursue its reorganization.

Prior to closing the Cornerstone sale, Atlas obtained Debtor-in-Possession financing from "Seven Peaks". On September 22, 1998, Atlas filed a Motion Authorizing Post-Petition Financing and an Emergency Motion authorizing Post-Petition Financing. The Court granted the Emergency Motion on September 25, 1998, and authorized Atlas to incur up to $250,000 in post-petition debt from Seven Peaks on an interim basis pending the final hearing. On October 14, 1998, the Court granted the Motion authorizing post-petition financing and permitted Atlas to incur up to $750,000 in post-petition debt. The Debtor-in-Possession financing was repaid from the proceeds of the sale of Atlas' interests in Cornerstone.

The second significant action taken post-petition is the finalization, subject to Court approval, of the Moab Uranium Millsite Transfer Agreement resolving the environmental liabilities associated with the Moab Utah Site. This agreement was critical to any efforts to reorganize Atlas. In January 1999, the NRC and Utah filed administrative expense claims in the amount of $44 million and $77 million, respectively, for costs associated with cleanup of the site. Atlas Corporation filed motions objecting to these administrative expense claims, abandoning the Moab site, and rejecting the materials license issued by the NRC to maintain the site. The MUMTA resolves the environmental liabilities disputes, including the treatment of the claims under the Atlas Plan, the divestiture of Moab Utah Assets and release of any future liabilities associated with the Moab Utah Site. The treatment of the environmental liabilities are set forth in Class 4 of the Plan and discussed further in the Disclosure Statement under the discussion of treatment under the Plans. A motion has been or will shortly be filed with the Bankruptcy Court for approval of the MUMTA with notice pursuant to Fed. R. Bankr. P. 9019.

A number of administrative matters have been taken in the course of the Chapter 11 proceeding, including obtaining a bar date for filing claims, publication of the notice of bar date, employment of professionals, extensions of the exclusivity period and other matters to assist Atlas in its reorganization.

Further, as discussed below, Atlas has settled extensive litigation with the Shipes Parties and Goldschmidts, the terms of which are discussed below. The estimated legal fees for defending Atlas in the Shipes Litigation were at least $300,000.

Atlas has also acted to improve its operations and reduce costs to improve the Debtor's ability to reorganize. Since the filing of the petition, Atlas has reduced administrative operating costs. General and administrative costs were $1,230,000 in 1998 compared to $1,925,000 in 1997. The decrease in 1998 is a result of vigorous cost cutting measures undertaken in 1998. A new lease was negotiated for the Company's corporate offices in Denver, reducing monthly rent from $17,000 per month to $6,000 per month. Corporate staff has been reduced from 11 in January 1997 to 6 at December 31, 1998 resulting in a decrease in salaries and benefits to $345,000 in 1998 from $600,000 in 1997. Legal, accounting and other professional fees were $338,000 in 1998, down from $603,000 in 1997 as a result of cost cutting efforts. Shareholder relation costs were reduced from $248,000 in 1997 to $127,000 in 1998. Other overhead costs were also lower as a result of these measures.

APMI and AGMI

Atlas, AGMI and APMI negotiated a Mutual Termination Agreement with Barrick Gold Exploration Inc., ("Barrick") governing the termination of the Asset Purchase Agreement dated June 3, 1997 pursuant to which Barrick purchased certain claims, associated with the Gold Bar property in Nevada, together with related leases, contracts, fixtures, improvements, water rights, related rights and information with an option to purchase the remaining property at Gold Bar within a two year period. Under the Asset Purchase Agreement, Barrick agreed to make certain expenditures during the two year period following the closing date of the Asset Purchase Agreement. The Asset Purchase Agreement provided that if Barrick chose not to exercise the option that all of Barrick's interest in the Gold Bar properties would reconveyed to Atlas. Barrick was to fund expenditures related to the Gold Bar properties through June 1999 totaling approximately $3,000,000, including lease payments due January 15, 1999. Under the terms of the Termination Agreement, Barrick remitted a one time settlement payment in the amount of $150,000 rather than funding remaining exploration expenses in the amount of $300,000. The Mutual Termination Agreement was finalized prior to the filing of the petitions by AGMI and APMI but was approved by the Court in the Atlas case.

AGMI has sold a piece of equipment referred to as a Thickener, which is an Eimco Thickener Package complete with a 50' tank, W36P drive, LDM lifting device, related control instrumentation and electrical control systems (the "Equipment") which is located at the Gold Bar Millsite. The Equipment is used to extract metals by mixing a slurry of crushed rock with other chemicals. AGMI acquired the Equipment in 1990. The Equipment was not utilized in the Debtor's operations since the application failed. The Equipment is not necessary for the operation of the Mill. AGMI has sold the equipment to Round Mountain Gold Corporation ("RMGC") on behalf of RMGC Homestake Nevada Corporation for $70,000. Two objections were filed to the sale by Eureka County and Gerald E. Davis, objecting to the sale to preserve their alleged lien interests in the equipment. A stipulation was reached that the proceeds of the sale would be held in escrow pending resolution of the lien disputes. Court approval was granted for the sale.

AGMI and APMI have retained Geographe to assist it in locating prospective purchasers for the Gold Bar and Grassy Mountain properties.

V. PENDING OR POTENTIAL LITIGATION CLAIMS

A. LITIGATION WITH THE GOLDSCHMIDTS AND SHIPES PARTIES

On June 20, 1997 Atlas was served with a Complaint in the matter of *Curt Goldschmidt and Ana Maria Goldschmidt (the "Goldschmidts) vs. Atlas Corporation; Suramco Metals, Inc.; Arisur Inc.; and Harold R. Shipes and Eileen A. Shipes* in the Superior Court of the State of Arizona. In December 1994 Suramco and Arisur purchased all of the shares of Cia Minera Andacaba S.A., which held mining properties in Bolivia. Subsequently, Atlas acquired both Suramco and Arisur. The Goldschmidts, the former owners of Cia Minera Andacaba S.A., asserted that the consideration

under the purchase agreement was not paid in full and they were seeking damages in the amount of $800,000 plus expenses. Subsequent to the Arizona Complaint, in La Paz, Bolivia, the Goldschmidts initiated civil and criminal actions to seek satisfaction of the purported damages. On June 25, 1998, the Company entered into a settlement agreement and mutual release of all claims (the "Settlement Agreement") with the Goldschmidts. The Settlement Agreement provided for the payment by the Company of $80,000 to the Goldschmidts on the date of signing of the Settlement Agreement. In addition, at the election of the Goldschmidts, Atlas agreed to purchase from the Goldschmidts 2,000,000 shares of the Company's stock for $400,000 on September 11, 1998 and 250,000 shares of the Company's stock for $50,000 on December 11, 1998. In return the Goldschmidts released all claims against Atlas, its subsidiaries and affiliates. Atlas defaulted on payment of the $400,000 due on September 11, 1998 attributable principally to the failed sale of Cornerstone. Further, there were issues as to whether the Goldscmidts had complied with their release obligations under the Settlement Agreement.

On September 19, 1997 Atlas filed a Complaint in U. S. Federal District Court in Colorado for breach of contract and for indemnity against H. Roy Shipes, (at the time a director of Atlas), et. al. ("Shipes Parties"). Atlas claimed that the Shipes Parties were duty bound to defend and indemnify the Company as a result of the Goldschmidt claims against Atlas (see above). The duty arose out of the contract with the Shipes Parties to sell Suramco to the Company. On October 1, 1997 the Shipes Parties filed a claim against Atlas. The Complaint sought damages for alleged misrepresentations in connection with the purchase of 50% of Arisur from the Shipes Parties.

On January 25, 1999, Atlas, the Goldschmidts and the Shipes Parties executed a Settlement Agreement, which was approved by the Court and closed in April 1999. Under the terms of the Agreement, the Company agreed to allow a general unsecured claim in its bankruptcy proceeding of $580,000 to the Shipes Parties and $450,000 to the Goldschmidts. In addition, the Shipes Parties will be allowed a subordinated unsecured debt claim of $2,250,000. The Settlement Agreement provided for complete releases by all parties of any and all claims which could have been brought in the proceedings. Further, the parties agree that the Court shall have exclusive jurisdiction over their existing claims against Atlas and Arisur. Curt and Ana Maria Goldschmidt agreed to waive the right to pursue any action against Atlas, Suramco Metals, Inc., Arisur, Inc., or any other subsidiary or affiliate of Atlas which has been or could have been brought in the Courts in Bolivia or the Courts of the United States, except with respect to events which occur or causes of action which may accrue subsequent to the date of the Settlement Agreement. Atlas has been advised by its Bolivian counsel that the settlement is finalized, effective and of record in Bolivia.

The Settlement Agreement settled many problems, the least of which was complex international litigation which counsel for Atlas estimated would cost at least $300,000 to defend.

B. LITIGATION WITH GERALD DAVIS

There is presently pending an adversary proceeding brought by Atlas, AGMI and APMI against Gerald Davis. Mr. Davis is a former officer and director of the Companies. Mr. Davis

resigned in December, 1996. In January, 1997, Mr. Davis and Atlas Corporation entered into a Resignation Agreement, as amended, pursuant to which Atlas Corporation agreed to pay Davis as compensation for his termination of employment the sum of $325,656.96 plus various options which have expired worthless. In and around August 1997, Davis contended that Atlas was in default of its obligations under the Resignation Agreement and Amended to the Resignation Agreement. Atlas denied the claims. In and around August 1997, Davis commenced an arbitration proceeding entitled In re the Matter of Arbitration between Gerald E. Davis v. Atlas Corporation, No. 77 160 00221 97. On or about April 8, 1998, Atlas Corporation and Davis entered into a Release and Settlement Agreement. Under the terms of the Settlement Agreement, Atlas agreed to pay Davis the sum of $215,000 in cash represented by $15,000 in certified funds and a Promissory Note in the amount of $200,000. ("Promissory Note"). On or about April 8, 1998, Atlas executed a Deed of Trust, pursuant to which Atlas conveyed its interest in the Gold Bar property to Davis to secure its obligations under the Promissory Note. AGMI and APMI are not parties to the Resignation Agreement, the Amendment to Resignation Agreement, the Settlement Agreement, the Promissory Note, the Deed of Trust and the Security Agreement. AGMI and APMI are the legal owners of the Gold Bar property. A dispute arose in the course of the Chapter 11 proceedings through the application by AGMI to sell a piece of equipment located on the Gold Bar property as to whether Davis has a valid lien against the assets which the Companies believe are owned by AGMI and/or APMI. The Debtors commenced an adversary proceeding against Davis asserting claims under Section 506 to determine extent and validity of liens and further to void transfers under Sections 544, 547 and 548 of the Bankruptcy Code.

Mr. Davis filed counterclaims in the litigation asking that the Court substantively consolidate the estates of Atlas, AGMI and APMI, or that the separate corporate identities be disregarded. The counterclaims further seek reformation of the deed of trust, equitable liens or constructive trust to provide Mr. Davis with a security interest in the Gold Bar assets and seeks claims for breach of contract, breach of warrant and misrepresentation. Atlas, AGMI and APMI have filed a Motion to Dismiss the counterclaims for substantive consolidation, alter ego, reformation of the deed of trust, constructive just and equitable lien and has denied the remaining claims for relief. The matter is presently pending.

C. ASBESTOS CLAIMS

Atlas has been named as a defendant in a number of asbestos suits for bodily injury or wrongful death over the past 10 years. As of the bar date, five asbestos related claims have been filed with the Court. The cases are being defended by counsel for Atlas' insurance companies. Based on the limited period of operation (1963 through 1967) it is unlikely that many of these plaintiffs were exposed to or injured by asbestos produced by Atlas. The first is *Tevita Louie v. Manville Corporation asbestos Disease Compensation Fund et al.*, Los Angeles Superior Court Case NO. BC 196 960. *Lolie* claims his exposure occurred between 1979 and 1990 in Riverside California. Although the amount demanded exceeds $10,000, Atlas believes that counsel for the insurance carrier will be able to limit the *Lolie* matter to a nuisance fee for the Debtor. The second case, *Louise Stokley et al. V. Johns Manville Corporation, Atlas Corporation, et al.* Jackson Mississippi Civil

Action No. 251-96-695 CIV, is a wrongful death suit with a demand against Atlas of $500,000. The deceased was employed by Armstrong Cork Company, now known as Armstrong World Industries, at its Jackson Mississippi plant manufacturing flooring tile and linoleum flooring. Another suit was filed after the bar date and was later dismissed as to Atlas.

Tanda Blackwell is the daughter and lead plaintiff in this wrongful death suit filed by the heirs of William McCroy, deceased. Los Angeles Superior Court Case No. BC 178 912. This case was dismissed by counsel for plaintiff in September 1988, in exchange for a waiver of costs by the Debtor.

Eloise Monroy is the wife and lead plaintiff in this wrongful death suit filed by the heirs of Raul Monroy, deceased. Los Angeles Superior court Case No. BC 178 912. This case is subject to dismissal by way of Motion of Summary Judgment since the plaintiffs have been unable to identify the Debtor as the source of any asbestos to which the decedent was exposed. Plaintiff's attorney may voluntarily dismiss the Debtor, according to Chubb's counsel, or a Motion for Summary Judgment may be filed.

John Waggoner and Dorothy Waggoner v. Raybestos-Manhattan, Inc. et al. San Francisco Superior Court No. 995856. Mr. Waggoner, 51, is living with mesothelioma and is currently employed by the California Highway Patrol. Mr. Waggoner claims that as a patrolman in the Coalinga area from 1978 to 1983, he was exposed to asbestos released through mining activities in the area. Since the Debtor's asbestos mining activities occurred from 1961 to 1967, counsel suggests that unless the plaintiff is able to show that the Debtor's asbestos made its way into certain products to which he was exposed, there is the potential for a voluntary dismissal for the Debtor, or the insurance counsel will bring a Motion for Summary Judgment. The claim is in excess of $500,000.

D. CLAIMS AGAINST INSURANCE COMPANIES FOR DAMAGES ARISING FROM ENVIRONMENTAL LIABILITIES

Atlas may have claims under certain of its insurance policies which cover damages from environmental liability claims. Many historical general liability insurance policies covering operations have been found to cover claims arising from environmental contamination or asbestos liabilities. Many policies in the 1950s, 60s and 70s provide for broad coverage which is favorable to Atlas as they did not include the absolute pollution exclusions which have been included in policies since around 1986. Many of these policies pay claims based upon the date the damage occurred as opposed to the date that the claim was made. The difficulty is in evaluating, and in some cases locating the historic insurance policies, and determining the amount of available coverage. Atlas has not done an independent analysis of these claims. The only valuation of these claims was obtained through the due diligence provided to Atlas by Emsource, Inc. in its due diligence report. Emsource in conjunction with Harding Lawson Assoc., submitted a proposal to Atlas of a third party reclamation program for closure of the Moab Utah Site. Emsource obtained an estimate of the potential range of recoveries from Risk International which range from $1.5 million to $7 million recoverable over a one to four year period of time. Atlas plans to engage Risk International to

perform a coverage and claim review to ascertain the amounts of available coverage. Atlas plans to pursue any available coverage.

VI. PRE-PETITION AND POST-PETITION FINANCIAL DISCLOSURES

Attached hereto as Exhibits A is the Audited Consolidated Financial Statements for the Debtors Operations for the year ended 1998. Attached as Exhibit B is the projections for Atlas for 1999. Attached as Exhibit C is the five year forecast for Atlas. Attached as Exhibit D is the forecast for Arisur. Exhibit E is the assumptions utilized in preparing the projections. Exhibit F is the consolidated balance sheet and Exhibit G is the Income Statement for 5 years.

VII. TREATMENT UNDER PLANS OF REORGANIZATION

The following is a description of the treatment of the classes under the Atlas Plan, the AGMI Plan and the APMI Plan. The administrative matters which are the same or substantially similar under each of the Plans are discussed following the treatment of the classes under each Plan. You should review the Plan of Reorganization carefully. Classes 1-19 have been reserved for the classes under the Atlas Plan. Classes 20-39 have been reserved for classes under the APMI Plan. Classes 40 through 59 have been reserved for classes under the AGMI Plan.

A. ATLAS PLAN OF REORGANIZATION

The Plan has been provided to all creditors or possible creditors known to Atlas. The Atlas Plan should be read carefully and independently of this Disclosure Statement. The following analysis of the Atlas Plan is intended to provide a context for understanding the remainder of the Disclosure Statement. Unless otherwise indicated, the claims of all creditors are impaired to some extent. The following is a brief description of the treatment of each of the classes of creditors and interest holders under the Atlas Plan.

As described more fully herein, the Atlas Plan provides for the acquisition of all assets of Atlas by the Reorganized Atlas, free and clear of all liens, claims and interests of creditors, equity holders, and other parties in interest except as otherwise provided in the Plan.

The Atlas Plan provides for the transfer of the Moab Utah assets to a Reclamation Trust in satisfaction of the outstanding environmental liabilities arising from Atlas' operation of the Moab Utah Site. The Atlas Plan provides for distribution of cash held on the Effective Date net of funds reserved for working capital to the creditors in order of priority. The Atlas Plan further provides for issuance of stock to the unsecured creditors on a pro rata basis. If the Atlas Plan is confirmed by acceptance of all classes, shareholders holding 1,000 or more shares of common stock will retain their shares, preserving the status of Atlas as a publically traded company and to utilize its net operating losses for federal income tax purposes. If the Atlas Plan is confirmed by cramdown, all common stock issued and outstanding will be voided. The Cash Flow Projections are based upon the Debtor's historical cash flow, its operations during the Chapter 11 and management's expectation

of future cash flow. The assumptions for the Statement of Projected Operations and Cash Flow Projections are set forth in Exhibit E and are discussed further herein.

Atlas estimates that at confirmation it will need approximately $13,802.77 to make the payments due to the Class 1 and 2 claimants on the Effective Date as follows:

Class 1	0 (estimated to be paid in full)
Class 2	$13,802.77

1. CLASSES OF CLAIMS UNDER THE ATLAS PLAN

Class 1. Allowed Administrative Expense Claims as defined in 11 U.S.C. § 503 of the Code against Atlas. To the extent the Class 4 and/or 5 creditors have or could have asserted administrative expense claims they shall be treated under Class 4 or 5 respectively of the Atlas Plan. All fees payable to the U.S. Trustee shall be paid in full as they become due until the Bankruptcy Case is closed.

Class 2. Unsecured Impaired Claims for Wages against Atlas to the extent of $4,300 pursuant to 11 U.S.C. § 507(a)(3)(A) and (B). Class 2 Wage Claims shall include claims for unpaid wages, including severance pay, vacation pay or sick leave pay earned but unpaid within ninety (90) days prior to the filing of the petition.

Class 3. Any allowed unsecured and/or secured priority tax claims of the Internal Revenue Service, Colorado Department of Revenue and any taxing authority holding claims under 11 U.S.C. §507(a)(8) against Atlas.

Class 4. Impaired claims of NRC and Utah arising from the Mill Operations and the Cleanup Obligations of Atlas at the Moab Utah Site.

Class 5 a. Secured Claims of ACSTAR.

Class 5 b. Unsecured and Administrative Claims of ACSTAR.

Class 6. Allowed Secured Claims against Atlas.

Class 7. Unimpaired Claims of Retirees against Atlas for Medical Benefits.

Class 8. Unimpaired Claims of Holders of Unexpired Leases and Executory Contracts against Atlas.

Class 9. Impaired Personal Injury or Tort Claims against Atlas.

Class 10. Impaired Claims of General Unsecured Creditors of Atlas.

Class 11. Impaired Claims held by AGMI.

Class 12. Impaired Claims of Subordinated Debt.

Class 13. Impaired Claims held by the Internal Revenue Service, Colorado Department of Revenue and any other taxing authority for penalties not related to actual pecuniary loss.

Class 14. Impaired interests of Atlas common stockholders holding less than 1,000 shares.

Class 15. Impaired interests of Atlas common stockholders holding at least 1,000 shares or more.

Class 16. Impaired interests of any holders of Warrants and Stock Options issued by Atlas Pre-Petition.

Class 17. Late filed claims.

2. TREATMENT OF CLAIMS NOT IMPAIRED UNDER THE ATLAS PLAN

Class 1. Allowed Administrative Expenses pursuant to 11 U.S.C. §503. Class 1 Allowed Administrative Expenses as defined by 11 U.S.C. §503 shall be paid in cash in full on the Effective Date or shall by paid upon such other terms as may be agreed upon by Atlas and the respective holder of the claim for Administrative Expenses. The Class 1 Administrative Expenses include the quarterly fees owing to the Office of the United States Trustee pursuant to 28 U.S.C. §1930(a)(6) accruing on or before the Effective date which shall be paid by the Effective Date. All fees payable to the U.S. Trustee program shall be paid as they become due until closure of the Bankruptcy Case. Notwithstanding an assertion by the Class 4 or Class 5 claimants that their claims are entitled to priority under Section 503(b) of the Bankruptcy Code, the Class 4 and 5 claims shall be treated under Class 4 and 5 respectively of this Plan and not as Class 1 Administrative Expenses.

The claims of creditors for costs and expenses of administration of the bankruptcy estate are defined in §503 of the Bankruptcy Code and include professionals retained by the estate including: Sender & Wasserman, P.C., counsel for the Debtor; Block Marcus Williams, counsel for the Unsecured Creditors Committee; special counsel, Freeborn & Peters and Shaw Pittman, Potts & Trowbridge & Lang Michner; Gelfond Hochstadt, the independent auditors retained to prepare the

audited financial statements for year end December 31, 1998, and any other professionals retained by Order of the Court.

Sender & Wasserman	126,857.02	196,577.27
Committee Counsel	$21,548.00	10,060.00
Freeborn & Peters	$33,939.00	16,910.00
Shaw Pitman	$56,657.00	32,088.00
Lang Michener	$1,578.00	134.00
Gelfond Hochstadt	$36,505.00	11,427.00
Monarch Financial	$134,000	0.00

Atlas does not anticipate that there will be any outstanding unpaid administrative expenses upon confirmation of the Plan. Atlas believes that the fees of Debtor's counsel, counsel for the Creditors Committee and the other professionals retained in the case will have been paid pursuant to Court's Order establishing the Interim Compensation Procedure pursuant to which the claims 75% of the fees and 100% of the costs have been paid on a monthly basis and the remaining 25% has been paid after approval of Interim Fee Applications.

In addition to professional fees, Class 1 comprises any post-petition administrative claims, including trade payables or breach of an assumed lease, which are allowed as an administrative expense pursuant to Bankruptcy Court order. Atlas does not anticipate that there will be any allowed administrative expense claims arising from post-petition trade payables or breach of an assumed lease as Atlas is and projects to remain current in its post-petition payables.

Further, Class 1 includes any post-petition claims for unpaid taxes, including withholding. The Debtor does not anticipate that there will be any administrative expense claims arising from unpaid tax obligations as the Debtor is and projects to remain current in the payment of these obligations.

Class 1 includes fees owing to the United States Trustee pursuant to 28 U.S.C. §1903(a)(6), all of which have been paid currently during the pendency of the case and will be paid up to the date of confirmation.

To the extent there are allowed administrative claims of any other nature, the amount outstanding shall be payable on the Effective Date as an unpaid administrative expense.

Class 6. **Allowed Secured Claims.** Class 6 is comprised of the Allowed Secured Claims against Atlas except for the claims of the Class 4 and 5 creditors. The Class 6 claimants and

Debtor shall retain all rights, without modification, under the notes and related security agreements. The Class 6 creditors rights are unimpaired and shall be paid by Reorganized Atlas in full in accordance with the terms of their respective agreements.

In the event that Atlas contests the extent, validity or priority of any security interest asserted by a Class 6 creditor through the filing of an adversary proceeding or seeks to void any security interest under 11 U.S.C. §§544, 547, 548 or 549, the claim of that creditor shall be treated in accordance with the provisions of Article X of the Atlas Plan. In the event that a Final Order enters in favor of the claimant upholding the validity of the secured claim, the claim shall be unimpaired to the extent allowed. If a Final Order enters holding that there is no valid security interest or voiding a security interest, the claim shall be treated as a Class 10 unsecured claim, unless otherwise ordered by the Court.

The Class 6 claims include any allowed secured claims held by the Colorado Department of Natural Resources, Gerald Davis, and the Environmental Protection Agency.

Atlas has scheduled an unliquidated secured claim for the Colorado Department of Natural Resources for clean up costs associated with Atlas' former lease of the Carter Raymond mine near Gunnison, Colorado. The claim is secured by ACSTAR Bond #6147 in the amount of $19,400. Atlas believes that the allowed claim of the Colorado Department of Natural Resources will be zero as the Colorado Department of Natural Resources did not timely file a proof of claim. If a claim is allowed, the Department will retain its rights under ACSTAR Bond #6147. Any deficiency claim will be treated as a Class 10 unsecured claim.

As discussed herein in Section V, Atlas has filed an Adversary Proceeding seeking a determination as to the extent, validity and priority of the liens asserted by Gerald E. Davis to the Gold Bar property. In the event it is determined in Adversary Proceeding Number 99-1122 MSK, that Gerald E. Davis has an allowed secured claim against Atlas, it shall be treated as a Class 6 secured claim and he shall retain all rights under the agreements with Atlas. Atlas believes that the claims of Gerald E. Davis will be determined to be an unsecured claim treated under Class 10 of the Atlas Plan.

The EPA's claim arises from the cleanup obligations of Atlas at the asbestos mine site in Coalinga California. Atlas, Vinnell Mining and Minerals and the EPA agreed to a Consent Decree which was entered by the United States District Court for the Eastern District of California, Fresno Division Civ-F-92-5373-OWW on October 15, 1992. The Consent Decree required that Atlas and Vinnell conduct the cleanup of the site which is part of the Atlas Asbestos Mine Superfund Site in Fresno County, California and to reimburse the United States for all costs it incurred in conjunction with the site. The EPA billed Atlas and Vinnell (who are jointly and severally liable) $441,262.67 for the period from December 1, 1990 through December 31, 1993 and $236,161.50 for the period from January 1, 1994 through December 31, 1994. Atlas and Vinnell disputed these costs and placed the disputed sum in escrow. The balance of the escrow account as of March 5, 1999 was $764,092.46. The EPA has filed a claim asserting a secured claim for the funds in the escrow

account. Under the Plan, the EPA shall retain all rights under the Consent Decree and the escrow account which shall satisfy its claim against Atlas in full.

Atlas believes that the claim of the EPA shall be the only Allowed Class 6 claims.

Class 7. Allowed Claims of Retirees for Medical Benefits. Class 7 is comprised of the allowed claims of Retirees for Medical Benefits as that term is defined in 11 U.S.C. §1114. Atlas or Reorganized Atlas shall fulfill its obligations under the Medical Plan in compliance with the provisions of 11 U.S.C. §1114. The Class 7 claims are unimpaired. Effective December 15, 1997 the Company terminated the Medical Plan for all current employees, except for three individuals who were grandfathered. Five retirees already receiving medical benefits under the Medical Plan were not affected by this change. The Retirees currently receiving medical benefits and the three grandfathered employees will continue under the Plan and their rights shall not be modified or impaired. Since the Medical Plan is secondary to Medicare, the cost to Atlas from continuing the Medical Plan is expected to be minimal.

Class 8. Executory Contract and Unexpired Leases. Class 8 is comprised of the claims held by parties to unexpired leases or executory contracts. Atlas, prior to the hearing on confirmation, shall file motions to assume or reject its unexpired leases and executory contracts. If Atlas moves to assume the unexpired leases and executory contracts, the claims shall be treated in accordance with the order of the Court granting the assumption. Any unexpired leases or executory contracts for which a Motion to Assume has not been filed by Atlas prior to the hearing on confirmation shall be deemed rejected. Under the terms of the lease agreements, in the event that a lease is rejected, the equipment or property will be returned to the lessor, unless Atlas and the lessor otherwise agree. The claims held by holders of rejected leases or executory contracts shall be treated as a Class 10 unsecured claim subject to the limitations of Section 502 of the Code.

The Class 8 claims include the unexpired lease of nonresidential real property in which Atlas is the Lessee for the lease of its office space in the Republic Plaza building described as 370 Seventeenth Street, Suite 3140, Denver, Colorado 80202 pursuant to a lease commencing December 20, 1997 between East Brookfield Republic, Inc., and Atlas. The Lease expires on December 31, 2000. Atlas is current in its post-petition obligations owing under the Lease. In addition, Atlas may have interests in other nonresidential real property leases related to the mining and business operations of APMI and AGMI.

3. TREATMENT OF CLAIMS IMPAIRED UNDER THE ATLAS PLAN

Class 2. Unsecured Impaired Claims for Wages to the extent of $4,300 pursuant to 11 U.S.C. § 507(a)(3)(A) and (B). Class 2 Wage Claims shall include claims for unpaid wages, including severance pay, vacation pay or sick leave pay earned but unpaid within ninety (90) days prior to the filing of the petition. Claimants with allowed wage claims shall receive 100% of the wage portion of their claims without interest up to a maximum of $4,300.00 per claimant on the

Effective Date. Any allowed wage claims in excess of $4,300 or which were incurred prior to ninety days before the filing of the petition shall be treated as a Class 10 unsecured claim.

There are no outstanding prepetition wages since Atlas paid all wages current to September 22, 1998. The allowance of claims for severance or unpaid vacation will be limited by Atlas' employment policies and recent action. According to previously established policy and/or practice, severance pay is not available to employees who "quit" or terminate their employment with Atlas of their own volition. Likewise, voluntary termination effectively results in the immediate termination of health and life insurance benefits (unless the employee elects to continue health coverage under COBRA within 60 days of termination and submits payment in an amount covering the time from termination to date of the initial payment). Also, a distinction exists between an involuntary separation from the Company due to disciplinary action taken by Atlas (*Cause*). If an employee is discharged according to the existing policy (# 410), the employee is not eligible for severance pay.

Vacation

The following tables show the rate of vacation accrual based on term of employment with Atlas and maximum vacation hours that may be included in calculation of claim under Class 2, above.

Continuous Employment	Annual Vacation Benefit	Rate of Accrual	Claim Maximum
Completion of up to 3 years	80 hours	6.67 hrs/ month	20 hours
Completion of 3 years ---9 years	120 hours	10 hrs/month	30 hours
Completion of 10 years --- 19 years	160 hours	13.34 hrs/month	40 hours
Completion of 20 years or more	200 hours	16.67 hrs/month	50 hours

According to policy, no employee is eligible to have more than 1-½ times his/her annual vacation benefit accrued at one time. However, for the Class 10 claims, Atlas will include the employees earned but unused accrued vacation plus the transition accrual for vacation earned and "banked" pursuant to the December 23, 1993 corporate policy memorandum.

Severance

Severance benefits provided by Atlas Corporation are generally of two categories; the first is by employment contract or written commitment with key personnel. These will vary from individual to individual and are not available to all employees. The second category is Atlas' established practice of providing severance pay for employees who are involuntarily severed from the Company due to no fault of their own. This practice provides for two weeks pay for each full year of employment, at the rate being paid at the time the employ is severed.

For the existing employees, those who have filed a 'proof of claim' for his/her pre-petition vacation and/or severance, Atlas Corporation will recognize their pre-petition claim for severance even in the event the employee voluntarily terminates employment. Severance will not be paid if the employee is terminated with *Cause* (Policy # 410). In essence, an employee's pre-petition benefits ended on September 22, 1998, and will not continue. Post-petition severance practices will be modified as addressed below. Given Atlas' position, that existing employees' pre-petition severance benefits will be recognized, then the Class 2 claim will consist also of severance benefits, generally up to a maximum of 2 ½ days (20 hours) for the ninety days prior to the bankruptcy filing. The balance of an employee's claimed severance benefit (total minus 20 hours) will be a Class 10 claim. The severance claims, along with unpaid vacation claims, will be grouped with all other claims filed by the general unsecured creditors. This Class 10 claim for existing employees will be recognized by Atlas Corporation in the calculation of payments for this class unless the employee is terminated for *Cause*, even in the event an employee voluntarily terminates his/her employment prior to the bankruptcy being effectively closed and/or payments dispersed.

Class 2 Summary

Generally, assuming that employee claims consist of vacation and severance, the Class 2 claims will be the sum of the vacation hours shown above that best fits the employee's situation and the 20 hours of severance. Thus the range of potential Class 2 claims will be from 40 to 70 hours at the employee's current hourly rate of pay. Class 2 benefits will be paid to the employees who filed a 'proof of claim', even if they voluntarily terminate their employment with Atlas. Only the Class 2 vacation benefit would be paid to an employee who is terminated with *Cause*.

Example:

An employee earning $20.00 per hour whom has worked for the Company 11 years. This person would potentially have 40 hours of vacation earned in the 90 days preceding September 22, 1998, and would have earned a maximum of 20 hours of severance benefit; resulting in a total of: 60 hours X $20.00/hr = $1,200.00. The employee could expect to qualify for a Class 2 payment of $1,200.00.

Estimated Class 2 Claims for Atlas Employees

Employee	Months of Employment as of 9/22/98	90-Day Period: Vacation earned but not taken (hr)	90-Day Period: Severance Earned (hr)	Estimated Amount ($) [hr x $/hr]
Blubaugh, Rich	207	40	20	2,885.22
Canepa, Don	377	50	20	1,498.60
Doiron, Jude	62	0.0	20	377.10
Edwards, Dale	505	50	20	1,195.62
Flanagan, Nancy	16	20	20	596.13
French, Greg	171	30.7	20	1,379.78

Jensen, Jim*	109	40	20	2,200.96
Shafter, Gregg*	84	40	20	3,669.30
Wilson, Janet	76	0	0	0

Note: Amounts actually dispersed may vary depending on adjustments to final accruals.
* Officers qualify for 160 hr per year pursuant to Policy #373.01.
** Employment contracts with severance provisions of Shafter and Blubaugh are rejected.

Estimated Class 10 Claims of Employees

Employee	Months of Employment as of 9/22/98	Vacation Earned Prior to 9/22/98 and Not Taken (adjusted for transition & Class 2 Benefit) (hr)	Severance Earned prior to 9/22/98 (adjusted for Class 2 Benefit) (hr)	Estimated Amount ($) [hr x $/hr]
Blubaugh, Rich	207	162.7	1360	73,711.93
Canepa, Don	377	450.5	2493.3	63,022.34
Doiron, Jude	62	0	393.3	7,415.75
Edwards, Dale	505	434	3346.7	64,575.49
Flanagan, Nancy	16	56	86.7	2,126.70
French, Greg	171	120	1120	33,745.98
Jensen, Jim	109	202.7	706.7	33,359.25
Shafter, Gregg	84	220	540	46,477.80
Wilson, Janet	76	0	486.7	8,657.66

Note: Amounts actually dispersed may vary depending on adjustments to final accruals, or if an employee claimed costs other than those related to vacation and severance.

The Class 2 claims total $13,802.77. In addition there are allowed Class 10 claims for employees of $330,922.93.

Class 3. Allowed Unsecured Tax Claims pursuant to 11 U.S.C. § 507(a)(8). Class 3 is comprised of Allowed Unsecured Tax Claims under U.S.C. §507(a)(8) excluding claims for penalties not related to actual pecuniary loss. The Class 3 claimants shall receive 100% of their secured and unsecured priority claims in quarterly installments with interest at 8% per annum. The Class 3 claims shall be paid in full within six years from the date of assessment. Claims for penalties not related to actual pecuniary loss shall be treated under Class 13. Payments to the Class 3 claimants shall commence within fifteen days after the close of the first calendar quarter ending after the Effective Date of the Atlas Plan. The Class 3 claimants shall retain their prepetition liens, if any, on property of the Reorganized Atlas pending payment in full of the Class 3 claims.

Atlas does not believe that there are any allowed Class 3 Claims. The Internal Revenue Service has filed a proof of claim in the amount of $61,138.43 for penalties for failure to fund the Atlas 1978 Defined Benefit Pension Plan. The claim asserts a priority claim in the amount of $60,835.71 and a general unsecured claim in the amount of $302.72. Atlas believes that this is a

claim for a penalty not related to actual pecuniary loss and therefore should be treated under Class 12 of the Plan. If Atlas and the IRS are not able to agree on the classification of the claim, the claim shall be treated as a Contested Claim under the provisions of Article X of the Plan and Atlas will file a proceeding with the Bankruptcy Court to resolve the issue.

Class 4. Allowed Claims of the Nuclear Regulatory Commission and the State of Utah for Reclamation of the Moab Utah Site. Class 4 is comprised of any and all claims of any kind or nature, whether filed, unfiled or to be accrued, known or unknown based upon any and all federal, state, municipal or other governmental units rules, regulations or statutes whether now in existence or enacted in the future of the NRC and Utah, or any other agency or entity, whether public or private, with the same or similar claims for the construction, maintenance, holding, transfer and/or final disposal and containment of the Uranium Tailings Pile at Mill owned by Atlas on the Moab Land, or in any way related to the Mill, the Mill Operations or the Moab Cleanup Obligations. Included in Class 4 are the $44 million claim filed by the NRC and the $77 million claim filed by the State of Utah. Atlas' Moab Cleanup Obligations are secured by the ACSTAR Moab Bond in the amount of $6,500,000.

The Reclamation Trust shall be established by NRC, with concurrence from Atlas and the designated representative of Utah, on or before the Effective Date under the guidelines and regulations of NRC. The Reclamation Trustee shall be selected by NRC with the agreement of the designated representative of Utah. If NRC and Utah cannot reach agreement on the terms of the Trust or on the choice of the Trustee:

- The Trust shall nonetheless be established, and the trust instrument establishing the Trust shall reflect all of those matters on which NRC and Utah can reach agreement; and

- An Interim Trustee, selected by NRC, shall be appointed for a period not to exceed 180 days after the Effective Date; and

- NRC and Utah shall continue to negotiate on those areas on which they cannot reach agreement; and

- Once NRC and Utah reach agreement on matters on which they cannot presently agree, the trust instrument establishing the Trust shall be amended to reflect those subsequent agreements; and

- Atlas shall transfer the monies and assets to the Trust on or before the Effective Date as are called for under this Plan and the Moab Uranium Millsite Transfer Agreement, notwithstanding the possibility that the trust instrument establishing the Trust may be amended after the date of the Moab Uranium Millsite Transfer Agreement, after the date of the disclosure statement, or after the Effective Date; and

- The assets transferred to the Trust under the terms of the Plan shall be held in compliance with the regulations and requirements of NRC as stipulated in a Modified License Transfer Order and shall be distributed or utilized in accordance with the regulations, Modified License Transfer Order requirements, and requirements or NRC as stipulated in a Modified License Transfer Order and relevant Trust documents according to the authority of the Reclamation Trustee.

On the Effective Date of the Atlas Plan, Atlas and ACSTAR as indicated shall transfer to the Reclamation Trust the following assets (hereinafter the "Reclamation Trust Assets") in full satisfaction of any and all claims of any kind and nature, under Class 4:

1. Title X Receivables for past claims; minus up to $675,000 which may be received from the Department of Energy in 1999;

2. 50% of any net recovery from collection of the disputed Title X claim for mill dismantling performed by American Reclamation and Dismantling Inc. (ARD Claim);

3. Any and all rights of Atlas' to Future Title X Receivables;

4. Atlas' Water Rights located at the Moab Land, listed as 6.3 cfs from the Colorado River, Grand County; Utah, Water Right No. 01-40, Application 30032, Certificate No. 60111;

5. Atlas' Possible Water Rights in the following: (A.) Water Right Number 01-1121 for 31 acre-feet, a segregation application from Water Right Number 01-40; (B.)Water Right Number 09-199 for 3.33 cfs in the San Juan River; (C.) Water Right Number 05-982 for .015 cfs for a well in the Monticello Mining District; (D.) Water Right Number 99-32 for .004 cfs from Seep Springs (approx. 4 miles from Fry Canyon).

6. Atlas' interest in the Moab Land together with all buildings, structures, improvements, appurtenances fixtures and easements;

7. ACSTAR shall transfer the sum of $5,250,000 to the Reclamation Trust in full and complete satisfaction of the obligations under Bond #5652 and upon receipt of said payment, NRC shall provide to ACSTAR a full, final and complete discharge of all of ACSTAR's obligations at the Moab Utah Site and ACSTAR's surety bond issued in connection therewith; the form of said release to be mutually acceptable to NRC and ACSTAR;

8. Shares representing two and one half percent (2.5%) of the common stock of the Reorganized Atlas shall be issued to the Reclamation Trust.

Except for item 6, all assets shall be transferred in kind, by way of quit claim deed or similar document, without representations, warranties or indemnification rights of any kind.

The Class 4 claims shall be satisfied in full by the transfer of the Reclamation Trust Assets. NRC and the State of Utah shall waive and release any and all claims against Atlas, the Reorganized Atlas, ACSTAR and their respective officers, directors, employees, agents and representatives which shall be represented by a separate release signed by the NRC and Utah. Upon transfer of the Reclamation Trust Assets to the Reclamation Trust, the Reclamation Trust shall assume the obligations of Atlas for the Moab Utah Site and the Moab License, in accordance with the terms of an Order Modifying and Transferring Licence to be issued by the NRC, on or before the confirmation of the Atlas Plan. The Moab License issued to Atlas by the NRC relative to the Mill and Mill Operations shall either be terminated or transferred to the Reclamation Trust, in accordance with the terms of the Order Modifying and Transferring Licence. Atlas' obligations shall be limited to executing any and all documents necessary to effectuate the terms of the Atlas Plan.

Class 5a. **Allowed Secured Claims of ACSTAR** The Class 5a claims are comprised of the Allowed Secured Claims of ACSTAR which are secured by certain letters of credit in the aggregate amount of $5,425,000, plus $250,000 held in an escrow account with Colorado State Bank. The ACSTAR Allowed Secured Claims are based upon the ACSTAR Bonds and ACSTAR Moab Bond in the aggregate amount of $8,290,000 to secure Moab Cleanup Obligations and Other Cleanup Obligations. ACSTAR's secured claims against Atlas, AGMI and APMI are cross collateralized. If it has not already done so prior to the Effective Date, ACSTAR shall be entitled to draw on the letter of credit and use the proceeds thereof in order to pay the Class 4 creditors and to reimburse itself for the actual amount incurred under the ACSTAR Bonds for Other Cleanup Obligations and its unpaid fees and expenses. Atlas will assist ACSTAR in obtaining the funds, or drawing on the letter of credit. Furthermore, any amount remaining from the $250,000 escrow account may be used by ACSTAR for the same purposes. To the extent any funds remain from the letter of credit or the escrow account after satisfaction of the Other Cleanup Obligations secured by the ACSTAR Bonds and any unpaid fees and expenses ACSTAR has incurred on said Bonds, such funds shall be remitted to the Reorganized Atlas. ACSTAR shall retain its rights under the letter of credit and escrow agreement unless said letter of credit have been drawn upon in which case its rights shall attach to the cash proceeds of the letters of credit and the funds in the escrow account. The foregoing treatment shall constitute satisfaction in full of the Class 5a Allowed Secured Claim.

Class 5b. **Unsecured and Administrative Claims of ACSTAR**. The Class 5(b) claim is comprised of the unsecured deficiency claim which ACSTAR has for the Other Cleanup Obligations which it has to pay, and unpaid fees and expenses in excess of its Class 5(a) Allowed Secured Claim, which claim shall not exceed $500,000. Any claim by ACSTAR that its claims are entitled to treatment as a Class 1 Administrative Expense, under any theory, and any potential claim against ARISUR, shall be waived and released. For purposes of voting and feasibility the Class 5(b) claim shall be estimated at $500,000. On the later of Effective Date of the Atlas Plan or at such time as the Class 5(b) creditors claim is actually determined, it shall receive in full satisfaction of its claim an amount equal to the actual amount expended for Other Cleanup Obligations, plus fees and expenses, not to exceed $500,000 and shares representing two and one-half percent (2.5%) of the outstanding common stock of the Reorganized Atlas; provided that such stock shall be held by a

mutually acceptable escrow agent pending determination of ACSTAR's responsibility for the Other Cleanup Obligations . If Bonds #5559, #5660 and #5661 are terminated without being called and/or there is no unsecured deficiency, the Allowed Class 5(b) claim shall be $0 and the shares which are being held in escrow shall be assigned for distribution pursuant to the Management Compensation Plan established under Section 11.3. ACSTAR's unsecured claims against Atlas, and AGMI and APMI shall collectively not exceed $500,000. The claims shall be allocated among the estates based upon actual damage, with the claim applied first to AGMI, then to APMI and then to Atlas. The actual amount of the Class 5(b) monetary claim allowed against Atlas shall be paid as a Class 10 Allowed Unsecured Claim.

Class 9. **Allowed Personal Injury or Tort Claims.** Class 9 is comprised of personal injury and tort claims, including any wrongful death claims or claims resulting from Atlas' operations or based upon the production of or exposure to asbestos, uranium or any other materials. All timely filed Class 9 claims are being defended by insurance defense counsel. The Allowed Class 9 Claims shall receive the proceeds from insurance coverage, if any, applicable to the particular claim. Each Allowed Class 9 Claim shall be deemed to have elected to pursue the insurance coverage, if any, attributable to its Claim, unless they affirmatively elect otherwise. In the alternative any Allowed Class 9 Claim may elect at the time of tendering its ballot to be treated as a Class 10 General Unsecured Claim. Upon receipt of such election, the Debtor will file a claims estimation proceeding, should such a proceeding be necessary. Barring such election, each such claim shall be estimated at zero for voting purpose and shall receive nothing from the Reorganized Atlas. Any late filed claims shall be barred and shall receive only the proceeds of any applicable insurance coverage.

The Debtor projects that there are only five timely filed Class 9 claims, all of which are defended by insurance carriers.

Class 10. **Allowed Unsecured Claims.** Class 10 is comprised of the Allowed Unsecured Claims against Atlas, including any claims of the Atlas Corporation 1978 Retirement Plan (the "Pension Plan"), or its successors and assigns including the Pension Benefit Guaranty Corporation, for any liability for funding under the Pension Plan. The Allowed Class 10 creditors shall receive the following:

(A) All cash held by Atlas sixty days after the Effective Date, net of the following amounts: (a) up to$800,000 which shall be retained as working capital; (b) an amount necessary to satisfy all Class 1 administrative expenses and/or operating expenses accrued and unpaid as of the Effective Date; and (c) an amount necessary to satisfy all Class 2 claims. The net cash shall be distributed on a Pro Rata basis between the Class 10, 11 and 12 creditors, who shall be treated as one class for such purposes. In the event that the Atlas Plan is confirmed by cramdown, resulting in a voiding in all of the interests of Class 14 and Class 15 and a resulting percentage increase in the

shares issued to Class 10, the cash withheld from distribution shall be increased from $800,000 to $1,000,000;

(B) Any and all net proceeds received by the Reorganized Atlas, directly or indirectly from APMI and/or AGMI, from the sale or disposition of the Gold Bar and/or Grassy Mountain properties, provided the particular property is sold within one year of the effective date;

(C) Shares representing sixty-five percent (65%) of the common stock to be issued by the Reorganized Atlas. The stock shall be distributed on a Pro Rata basis between the Class 10, 11 and 12 creditors for purposes of this distribution to the Class 10, 11 and 12 Creditors who shall be treated as one class for such purposes.

Atlas estimates that the allowed Class 10 Claims total $11,792,391.85 [1]

Class 11. **Claims Held by AGMI.** Class 11 is comprised of the claims held by AGMI for an inter-company payable for cash advanced to Atlas. The allowed claim of AGMI against Atlas shall first be offset against AGMI's obligations to APMI which will reduce the accounts receivable owed by APMI to Atlas. To the extent there is any amount still owed by Atlas to AGMI, the net Allowed Class 11 Claim shall be treated on a Pro Rata basis with the Class 10 creditors. The prepetition intercompany receivables are calculated as of January 26, 1999, the date of the bankruptcy filings by APMI and AGMI. Atlas Corporation is a creditor of APMI holding a prepetition unsecured claim of $28,403,941. APMI is a creditor of AGMI holding a prepetition unsecured claim of $11,867,299. AGMI is a creditor of Atlas holding a prepetition unsecured claim of $6,138,260. After setoff, the claim held by APMI against AGMI shall be reduced to $5,729,039 and the claim held by Atlas against APMI shall be reduced to $22,265,681. The treatment of the claims held by APMI against AGMI are discussed under Class 50 of the AGMI Plan. The treatment of the claims held by Atlas against APMI are discussed under Class 28 of the APMI Plan. In addition, AGMI and APMI have outstanding administrative expense claims owing to Atlas from the payment of post-petition obligations of AGMI and APMI. The treatment of the administrative claims are addressed in Class 20 of the APMI Plan and Class 40 of the AGMI Plan.

Class 12. **Subordinated Debt Claims of the Shipes Parties.** Class 12 is comprised of the subordinated debt claims in the amount of $2,250,000 against Atlas and an Allowed Unsecured Claim of $580,000 held by the Shipes Parties. The claims of the Shipes Parties arise from the Settlement Agreement, approved by the Bankruptcy Court resolving the litigation between Atlas, the Shipes Parties and the Goldschmidts as discussed in the description of Litigation in this Disclosure Statement The $580,000 claim shall be treated and paid as a Class 10 claim. The remaining Class 12 claim shall not share in any cash distribution until the Class 10 and 11 Allowed

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[1] The Class 10 unsecured claims are comprised of the $10,881,468.92 from Schedule F of Atlas' amended schedules plus $330,922.93, the Class 10 portion of wage claims, and the stipulated Class 10 claim of the Shipes Parties of $580,000.

Unsecured Claims have been paid in full. The subordinated Class 12 Debt Claim, however, shall share in the distribution of the stock of the Reorganized Atlas as set forth in paragraph 4.6(B) on a Pro Rata basis with the Class 10 and 11 Creditors.

The Class 12 subordinated debt claim will share on a pro rata basis with the Class 10 unsecured claims estimated at $11,7792,391.85 and the Class 5(b) claim not to exceed $500,000 for the 65% of the stock of the Reorganized Debtor in satisfaction of the claim. The exact percentage will be determined by the amount of the Allowed Class 10 and 11 Claim.

Class 13. Claims Held by the Internal Revenue Service, Colorado Department of Revenue and Any Other Taxing Authority for Penalties Not Related to Actual Pecuniary Loss. The Class 13 Claims are comprised of any penalty claims held by the Internal Revenue Service, the Colorado Department of Revenue or any other taxing authority which are not related to actual pecuniary loss. The Class 13 claims shall not receive any distribution of cash unless and until the Class 10 and 11 claims have been paid in full. The Class 13 claims shall not share in any distribution of stock of the Reorganized Atlas.

The Internal Revenue Service has filed a proof of claim in the amount of $61,138.43 for penalties for failure to fund the Atlas 1978 Defined Benefit Pension Plan. As discussed under the Class 3 claims, Atlas believes that this is a claim for a penalty not related to actual pecuniary loss and therefore should be treated under Class 13 of the Plan.

Class 14. Common Stockholders Holding Less than 1000 Shares. Class 14 is comprised of the interests of common stockholders holding less than 1000 shares of Atlas stock on the Effective Date. The interests of all Class 14 interest holders shall be voided unless the shareholder pays the cost of maintaining the shares of $15 per year per shareholder. If the annual payment is made the interest holder shall be treated in accordance with Class 15 and shall share on a pro rata basis the 15 percent of the shares of the Reorganized Debtor available for distribution to the Class 15 shareholders. In the event that the Atlas Plan is confirmed by cramdown, without the acceptance of each class of creditors, the interests of the Class 14 creditors shall be voided and the Class 14 creditors shall not have the option of retaining their shares by paying the maintenance fee.

By the Effective Date, Atlas shall serve notice upon the known Class 14 Interest Holders advising them that the Plan of Reorganization has been confirmed and whether the Plan was confirmed by cramdown or with the acceptance of each class. The notice to Class 14 Interest Holders shall advise them that their shares shall be voided if Atlas does not receive payment of the stock maintenance fee within thirty days after the date of the notice and on an annual basis thereafter.

Class 15. Common Stockholders Holding 1000 Shares or More. Class 15 is comprised of the common stockholders holding 1000 shares or more of the common stock of Atlas on the Effective Date. The Class 15 interest holders shall retain their shares of common stock which shall be diluted such that the shares which they collectively own shall constitute fifteen percent (15%) of the outstanding stock of the Reorganized Atlas on the Effective Date. In the event that the

Plan is confirmed by cramdown, the interests of the Class 15 Stockholders shall be voided, and the stock interest shall be held by the Reorganized Atlas as authorized but unissued shares.

By the Effective Date, Atlas shall serve notice upon the known Class 15 Interest Holders advising them that the Plan of Reorganization has been confirmed and whether the Plan was confirmed by cramdown or with the acceptance of each class.

Class 16. **Warrants and Stock Options.** Class 16 is comprised of any and all outstanding warrants of Atlas Corporation and any and all outstanding stock options. All such warrants and stock options shall be voided as of the Effective Date.

Class 17. **Late Filed Claims.** Class 17 is comprised of all late filed claims against Atlas. The Class 17 claims shall be disallowed and shall receive no distribution under the Atlas Plan.

4. MEANS FOR THE IMPLEMENTATION AND EXECUTION OF THE ATLAS PLAN

On or about the Effective Date, all assets of Atlas shall be transferred to the Reorganized Atlas free and clear of all liens, claims, and interests of creditors, equity holders, and other parties in interest, except as otherwise provided herein with respect to the assets to be transferred to the Reclamation Trust in payment of the Class 4 Claims. Specifically, the assets shall be transferred subject to the liens held by the Class 5 and 6 secured creditors and any Class 2 creditor with perfected liens. The Reorganized Atlas shall not, except as otherwise provided in this Plan, be liable to repay any debts which accrued prior to the Confirmation Date. Except as provided in this Atlas Plan, on the Confirmation Date Atlas shall be granted a discharge under 11 U.S.C. § 1141.

On the Effective Date, Atlas shall begin implementing its Plan of Reorganization pursuant to the terms for each class of claimants set forth above under III and IV above. All payments under the Atlas Plan shall come from the cash held by the Reorganized Atlas sixty days after the Effective Date, from the sale of Cornerstone, the Old Title X Receivables, up to $675,000, of which Atlas has received $552,000, paid prior to the Effective Date, and any other cash held by Atlas, net of any funds withheld for working capital purposes pursuant to Section 4.6 of the Atlas Plan. On the due date for payments and set forth in Articles III and IV of the Atlas Plan, the Reorganized Atlas shall distribute the required Pro Rata amount to each claimant holding an Allowed Secured or Unsecured Claim and escrow the same Pro Rata amount to creditors holding disputed claims as provided in Article X, the Contested Claims provisions of the Plan.

By the Effective Date, Atlas shall serve notice upon the known Class 14 and 15 Interest Holders advising them that the Plan of Reorganization has been confirmed and whether the Plan was confirmed by cramdown or with the acceptance of each class. The notice to Class 14 Interest Holders shall advise them that their shares shall be voided if Atlas does not receive payment of the stock maintenance fee within thirty days after the date of the notice and on an annual basis thereafter.

Distributions of the cash required under paragraph 4.6(A) of the Plan shall be mailed by the 60th day after the Effective Date.

The Reorganized Atlas may pursue any claims or recovery actions held by Atlas, including but not limited to recovery under 11 U.S.C. §§544, 547, 548 and 549 and recovery of any claims under insurance policies. The Reorganized Atlas may abandon any claim Atlas has against any third party if it determines that the claim is burdensome or of inconsequential value and benefit. The Reorganized Atlas is authorized to employ counsel to represent Atlas in the litigation or any cause of action or claims held by Atlas.

All funds held by the Reorganized Atlas for distribution under the Atlas Plan shall be held in compliance with the requirements of 11 U.S.C. §345 or in accounts or depositories previously approved by the Court and shall be held in Atlas Debtor-in-Possession accounts, or new accounts set up in accordance with the guidelines of the Office of the United States Trustee.

Following the Effective Date, the Reorganized Atlas may compromise objections to Claims or causes of action referred to in this Atlas Plan without notice and hearing for claims or causes of action asserted in the original amount of $25,000 or less. Settlements or compromises of any claims or causes of action asserted in the amount of $25,000 or more shall be subject to notice and an opportunity for hearing under the provisions after notice in compliance with the Local Rules of Bankruptcy Procedure.

After the Effective Date, the Reorganized Atlas exercising its business judgment may sell, operate or abandon any of its assets.

Atlas shall receive a discharge to the extent permitted by 11 U.S.C. § 1141 and Atlas shall be entitled to seek injunctive relief from the Court, if necessary, to enforce any and all provisions of the Plan.

If the Atlas Plan is confirmed with the acceptance of the classes, the Class 15 shareholders will retain their interests and new stock shall be issued by the Reorganized Atlas to the Class 4, 5, 10, 11 and 12 creditors and pursuant to the Management Compensation Plan within 90 days after the Effective Date. In determining the Pro Rata share to be distributed to Contested Claims under Article X, the shares shall be reserved as if the Contested Claims were allowed in full and held by the Reorganized Atlas pending resolution of the dispute. If Atlas' objections to the claims are sustained by Final Order, the shares shall not be issued.

5. AMENDMENT OF ARTICLES OF INCORPORATION AND BYLAWS OF ATLAS AND STOCK INCENTIVE PLAN

As may be required, the Articles and Bylaws of Atlas shall be amended on or before the Effective Date to the extent necessary to effectuate the provisions of the Atlas Plan, including but not limited to, reincorporating the Reorganized Atlas under the laws of the State of Colorado, reverse

splitting the common stock such that for every thirty shares of outstanding common stock shall be converted to one share of common stock in the Reorganized Atlas, maintaining its authorized common stock at 100,000,000 shares and issuing new common stock in compliance with the provisions of this Atlas Plan. In consummating the reverse split of the common stock the following rules shall apply: (a) no fractional shares shall be issued; (b) no compensation shall be paid for fractional shares; and (c) to the extent an interest holder owns less than 30 shares on the Effective Date, they shall receive, subject to compliance with Section 4.10 and the treatment of Class 14, one share of the Reorganized Atlas. All percentages of stock referred to in the Atlas Plan and this Disclosure Statement shall refer to the percentage of issued and outstanding shares as of the Effective Date.

A Stock Incentive Plan shall be established pursuant to which the employees, management or officers of Reorganized Atlas may acquire stock based upon criteria established in the Stock Incentive Plan, to be approved by the Board of Directors of the Reorganized Atlas. Any stock used for the Stock Incentive Plan shall be derived from the unissued shares of the Reorganized Atlas and not from any shares to be issued to any other party in interest.

A Management Compensation Plan shall be implemented on the Effective Date to compensate current management and key employees for reorganizing Atlas and to ensure stability and an orderly transition of management as may be required. The Reorganized Atlas shall issue 15% of the shares of stock in the Reorganized Atlas (plus any additional shares transferred from the Class 5(b) creditor) as follows:

Gregg Shafter	4% plus 1/4 of any shares from the Class 5(b) claim
Richard E. Blubaugh	3% plus ½ of any shares from the Class 5(b) claim
James Jensen	3% plus 1/4 of any shares from the Class 5(b) claim
Key Employees	5%

In addition, Gregg Shafter shall receive a retainer for a one year consulting contract of $30,000 per year and Richard E. Blubaugh shall receive a two year consulting contract with a retainer of $30,000 per year.

Board of Directors and Annual Shareholders Meeting.

The current Board of Directors shall serve until the next annual or special meeting of shareholders, called in accordance with the Bylaws, provided that the Official Creditors Committee shall on the Effective Date appoint new members to the Board of Directors representing a minimum of two (2) new members up to a maximum number of new members representing 50% of the Board. The Bylaws shall be amended to provide that the Board of Directors shall consist of a minium of 4 and a maximum of 8 members. At the annual or special meeting, the shareholders shall elect a new Board of Directors.

B. APMI PLAN OF REORGANIZATION

The APMI Plan has been provided to all creditors or possible creditors known to APMI. The APMI Plan should be read carefully and independently of this Disclosure Statement. The following analysis of the APMI Plan is intended to provide a context for understanding the remainder of the Disclosure Statement. Unless otherwise indicated, the claims of all creditors are impaired to some extent. The following is a brief description of the treatment of each of the classes of creditors and interest holders under the APMI Plan.

As described more fully herein, the Atlas Plan provides for the acquisition of all assets of APMI by the Reorganized APMI, free and clear of all liens, claims and interests of creditors, equity holders, and other parties in interest except as otherwise provided in the Plan. The APMI Plan provides that the stock held by Atlas shall be voided and new stock issued by the Reorganized APMI to the unsecured creditors, including the claim of Atlas on a pro rata basis.

APMI estimates that at confirmation it will need approximately $36,818 (as of March 31, 1999) to make the payments due to the Class 20 and 26 claimants on the Effective Date as follows:

Class 20	$36,728
Class 26	$90

The Class 20 administrative expense claim is listed at the balance owing as of March 31, 1999. The balance at confirmation may be higher.

1. CLAIMS UNDER APMI PLAN

There are no Classes 1-19 under the APMI Plan as Classes 1-19 have been reserved for the classes under the Atlas Plan. Classes 20-39 have been reserved for classes under the APMI Plan. Classes 40 through 59 have been reserved for classes under the AGMI Plan. The reserved classes have been implemented to avoid confusion in the discussion of the treatment of the classes under the Atlas, AGMI and APMI plans in the Disclosure Statement.

Class 20. Allowed Administrative Expense Claims as defined in 11 U.S.C. § 503 of the Code against APMI. All fees payable to the U.S. Trustee shall be paid in full as they become due until the Bankruptcy Case is closed.

Class 21. Any allowed unsecured and/or secured priority tax claims of any taxing authority holding claims under 11 U.S.C. §507(a)(8) against APMI.

Class 22. Unimpaired Claims of Holders of Unexpired Leases and Executory Contracts against APMI

Class 23 Unimpaired Secured Claims of Merrill Lynch

Class 24 Unimpaired Secured Claims of State of Oregon for Cleanup obligations associated with the Grassy Mountain Mining Site.

Class 25 a. Impaired Secured Claims of ACSTAR.

Class 25 b. Impaired Unsecured and Administrative Claims of ACSTAR.

Class 26 Any unsecured creditors with allowed claims of less than $1,000 and any creditors holding claims in excess of $1,000 electing to accept $1,000 in full payment of their claims.

Class 27. Impaired Claims of General Unsecured Creditors of APMI.

Class 28. Impaired Claims held by Atlas.

Class 29. Impaired Claims held by any taxing authority for penalties not related to actual pecuniary loss.

Class 30. Impaired interests of common stockholders of APMI.

Class 31. Late filed claims.

2. TREATMENT OF CLAIMS NOT IMPAIRED UNDER THE APMI PLAN

Class 20. Allowed Administrative Expenses pursuant to 11 U.S.C. §503. Class 20 Allowed Administrative Expenses as defined by 11 U.S.C. §503 shall be paid in cash in full on the Effective Date or shall by paid upon such other terms as may be agreed upon by APMI and the respective holder of the claim for Administrative Expenses. All fees payable to the U.S. Trustee program shall be paid as they become due until closure of the Bankruptcy Case. Notwithstanding an assertion by the Class 24 and 25 claimants that their claims are entitled to priority under Section 503(b) of the Bankruptcy Code, the Class 24 and 25 claims shall be treated under Class 24 and 25 respectively of this Plan and not as Class 20 Administrative Expenses.

The claims of creditors for costs and expenses of administration of the bankruptcy estate are defined in §503 of the Bankruptcy Code and include professionals retained by the estate including Sender & Wasserman, P.C., counsel for the Debtor, Geographe which has been retained to assist APMI in selling its interests in Grassy Mountain and/or Gold Bar and any other professionals retained by Order of the Court.

	Fees and Costs Paid to Date	Accrued and Unpaid Fees and Costs
Sender & Wasserman	658.13	$3,475.00
Geographe		

APMI will have an outstanding unpaid administrative expense claim to Atlas from advances for payment of its post-petition obligations. As of March 31, 1998 the administrative expense claim owing to Atlas is $36,728. In the event that APMI does not have sufficient cash to pay the administrative claim in full on the Effective Date, the administrative expense claim will be paid from the proceeds of the sale of Grassy Mountain or APMI's property at Gold Bar or at such date as APMI has sufficient funds to pay the claim in full. Atlas consents to the payment of the administrative expense claim under these terms.

APMI does not believe that it will have any unpaid administrative claims other than the claim owing to Atlas. APMI believes that the fees of Debtor's counsel, and the other professionals retained in the case will have been paid pursuant to Court's Order establishing the Interim Compensation Procedure pursuant to which the claims 75% of the fees and 100% of the costs have been paid on a monthly basis and the remaining 25% has been paid after approval of Interim Fee Applications and will be reflected in the administrative claim owing to Atlas.

In addition to professional fees, Class 20 comprises any post-petition administrative claims, including trade payables or breach of an assumed lease, which are allowed as an administrative expense pursuant to Bankruptcy Court order. APMI does not anticipate that there will be any allowed administrative expense claims, other than the claim owing to Atlas, arising from post-petition trade payables or breach of an assumed lease as APMI is and projects to remain current in its post-petition payables.

Further, Class 20 includes any post-petition claims for unpaid taxes, including withholding. The Debtor does not anticipate that there will be any administrative expense claims arising from unpaid tax obligations as the Debtor is and projects to remain current in the payment of these obligations.

Class 20 includes fees owing to the United States Trustee pursuant to 28 U.S.C. §1903(a)(6), all of which have been paid currently during the pendency of the case and will be paid up to the date of confirmation and that these fees will be included in the administrative claim owing to Atlas.

To the extent there are allowed administrative claims of any other nature, the amount outstanding shall be payable on the Effective Date as an unpaid administrative expense.

Class 22. **Executory Contract and Unexpired Leases.** Class 22 is comprised of the claims held by parties to unexpired leases or executory contracts. APMI, prior to the hearing on confirmation, shall file motions to assume or reject its unexpired leases and executory contracts. If APMI moves to assume the unexpired leases and executory contracts, the claims shall be treated in accordance with the order of the Court granting the assumption. Any unexpired leases or executory contracts for which a Motion to Assume has not been filed by APMI prior to the hearing on confirmation shall be deemed rejected. Under the terms of the lease agreements, in the event that a lease is rejected, the equipment or property will be returned to the lessor, unless APMI and the lessor otherwise agree. The claims held by holders of rejected leases or executory contracts shall be treated as a Class 27 unsecured claim subject to the limitations of Section 502 of the Code.

As discussed at length in this Disclosure Statement in Section II F, APMI is a party to a number of agreements pertaining to its mining leases, unpatented lode and millsite claims, and mining permits related to Grassy Mountain and Gold Bar. The law is unclear as to whether these mining agreements are nonresidential real property leases governed by §365(d)(4), unexpired executory contracts or as outright conveyances which are not executory contracts. To avoid any question, APMI has requested, which the Bankruptcy Court granted that the deadline to assume or reject Leases govern these agreements be extended through confirmation of its Plan of Reorganization. To avoid any question, the Debtors will treat these agreements as if the provisions of Section 365 apply and will seek to assume any agreements which they intend to utilize post-confirmation.

Class 23 **Unimpaired Claims of Merrill Lynch** Class 23 is comprised of the allowed secured claim of Merrill Lynch. The claim of Merrill Lynch arises from a letter of credit in the amount of $5,425,000 pledged to secure Bond #6907 issued by ACSTAR, the Class 25 claimant to secure the cleanup obligations of APMI at Grassy Mountain. The Class 23 claim is secured by a certificate of deposit which is valued as of March 31, 1999 at $5,426,793. No demand has been made upon the Letter of Credit to date, however APMI anticipates that as part of a settlement of claims with ACSTAR that the letter of credit will be called. The Class 23 Claimant and the Debtor shall retain all rights, without modification, under the related documents. The Class 23 Claimant is unimpaired and any allowed claim shall be paid by the Reorganized APMI under the terms of the agreement.

Class 24 **Unimpaired Secured Claims of State of Oregon for Cleanup obligations associated with the Grassy Mountain Property.** Class 24 is comprised of the Allowed secured claims of the State of Oregon for Cleanup obligations associated with the Grassy Mountain property under permit numbers 23-1095 423-0224. The Class 24 claim is secured by Bond #6907 issued by ACSTAR, the Class 25 claimant. The Class 24 claimant and the Debtor shall retain all rights, without modification, under Permit Numbers 23-1095 423-0224 and Bond #6907. The Class 24 Claimant is unimpaired. The Class 24 claim has been scheduled as contingent and unliquidated in the amount of $146,200. The Debtor believes that the value of the bonds securing the obligations exceed the value of the claim, if any. The Debtor projects that the claim for cleanup obligations associated with the Grassy Mountain Property will be approximately $100,000.

3. TREATMENT OF CLAIMS IMPAIRED UNDER THE APMI PLAN

Class 21. Allowed Secured and Unsecured Tax Claims pursuant to 11 U.S.C. § 507(a)(8). Class 21 is comprised of Allowed Unsecured Tax Claims under U.S.C. §507(a)(8) excluding claims for penalties not related to actual pecuniary loss. The Class 21 claimants shall receive 100% of their secured and unsecured priority claims in quarterly installments with interest at 8% per annum. The Class 21 claims shall be paid in full within six years from the date of assessment. Claims for penalties not related to actual pecuniary loss shall be treated under Class 29. Payments to the Class 21 claimants shall commence within fifteen days after the close of the first calendar quarter ending after the Effective Date of the APMI Plan. The Class 21 claimants shall retain their prepetition liens, if any, on property of the Reorganized APMI pending payment in full of the Class 21 claims. The allowed amount of any Class 21 claim shall be subject to determination under Section 505 of the Bankruptcy Code. The Debtor shall file any requests for determination under Section 505 within sixty days of the Effective Date of the Plan. Any disputed portion of a Class 21 Claim shall be treated as a Contested Claim in accordance with the provisions of Article X of this Plan.

APMI does not believe that there are any Class 21 secured claims. It has not scheduled any tax claims outstanding. As of the date of the filing of this Disclosure Statement, no tax claims have been filed against APMI.

Class 25a. Allowed Secured Claims of ACSTAR The Class 25a claims are comprised of the Allowed Secured Claims of ACSTAR which are secured by certain letters of credit in the aggregate amount of $5,425,000, plus $250,000 held in an escrow account with Colorado State Bank. The ACSTAR Allowed Secured Claims are based upon the ACSTAR Bonds and ACSTAR Moab Bond in the aggregate amount of $8,290,000 to secure Moab Cleanup Obligations and Other Cleanup Obligations including the cleanup obligations owing to the Class 25 claimant under the APMI Plan. ACSTAR's secured claims against Atlas, AGMI and APMI are cross collateralized. If it has not already done so prior to the Effective Date, ACSTAR shall be entitled to draw on the letter of credit and use the proceeds thereof in order to pay the Class 4 obligations under the Atlas Plan and to reimburse itself for the actual amount incurred under the ACSTAR Bonds for Other Cleanup Obligations including the obligations owing to the Class 25 claimant under the APMI Plan and its unpaid fees and expenses. APMI will assist ACSTAR in obtaining the funds, or drawing on the letter of credit. Furthermore, any amount remaining from the $250,000 escrow account may be used by ACSTAR for the same purposes. To the extent any funds remain from the letter of credit or the escrow account after satisfaction of the Other Cleanup Obligations secured by the ACSTAR Bonds and any unpaid fees and expenses ACSTAR has incurred on said Bonds, such funds shall be remitted to the Reorganized Atlas. ACSTAR shall retain its rights under the letter of credit and escrow agreement unless said letter of credit have been drawn upon in which case its rights shall attach to the cash proceeds of the letters of credit and the funds in the escrow account. The foregoing treatment shall constitute satisfaction in full of the Class 25a Allowed Secured Claim.

Class 25b. **Impaired Unsecured and Administrative Claims of ACSTAR** The Class 25(b) claim is comprised of the unsecured deficiency claim which ACSTAR has for the Other Cleanup Obligations which it has to pay, and unpaid fees and expenses in excess of its Class 25(a) Allowed Secured Claim, which claim shall not exceed $500,000. Any claim by ACSTAR that its claims are entitled to treatment as a Class 20 Administrative Expense, under any theory, and any potential claim against ARISUR, shall be waived and released. For purposes of voting and feasibility the Class 25(b) claim shall be estimated at $500,000. On the later of the Effective Date of the APMI Plan or at such time as the Class 25(b) creditor's claim is actually determined, it shall receive in full satisfaction of its claim an amount equal to the actual amount expended for Other Cleanup Obligations, plus fees and expenses, not to exceed $500,000 which shall be treated as a Class 27 unsecured claim and shall receive shares representing its pro rata share (determined with respect to Class 27 and 28 claimants) of the outstanding common stock of the Reorganized APMI; provided that such stock shall be held by a mutually acceptable escrow agent pending determination of ACSTAR's responsibility for the Other Cleanup Obligations . ACSTAR's unsecured claims against Atlas, AGMI and APMI shall collectively not exceed $500,000. The claims shall be allocated among the estates based upon actual damage, with the claim applied first to AGMI, then to APMI and then to Atlas. If Bonds #6907, #5659, #5660, #5661 and #6876 are terminated without being called and/or there is no unsecured deficiency, the Allowed Class 25(b) claim shall be $0 and the shares which are being held in escrow shall remain treasury stock.

Class 26. **Administrative Convenience Class**. Class 26 is comprised of the claims of unsecured creditors with allowed claims of $1,000 or less and unsecured creditors holding claims in excess of $1,000 electing to accept $1,000 in full payment of their claims. The Class 26 claims shall be paid in full without interest on the Effective Date. Creditors wishing to elect to have their claim treated under Class 26 shall make an election in writing to be received by undersigned counsel for the Debtor on or before the due date for tendering ballots to this Plan. APMI believes that there are two claims which fall within Class 26 totaling $90.

Class 27. **Allowed Unsecured Claims.** Class 27 is comprised of the Allowed Unsecured Claims against APMI. The Allowed Class 27 creditors shall receive their pro rata share of the common stock to be issued by the Reorganized APMI. The stock shall be distributed on a Pro Rata basis between the Allowed Claims of the Class 25(b), 27 and 28 creditors. For purposes of this distribution, the Class 25(b), 27 and 28 Creditors shall be treated as one class. APMI believes that the Class 27 claims, without including the claim of Atlas, treated in Class 28 and the unsecured claims of ACSTAR, if any treated in Class 25(b), total $524,062.

Class 28. **Claims Held by Atlas.** Class 28 is comprised of the claims held by Atlas other than its claims as an interest holder treated under Class 30. Class 28 claims arise from an inter-company payable for cash advanced to APMI. The allowed claim of AGMI under the Atlas Plan shall first be offset against AGMI's obligations to APMI which will reduce the accounts receivable owed by APMI to Atlas. The net Allowed Class 28 Claim shall be treated on a Pro Rata basis with the Class 27 creditors and shall receive its pro rata share of the stock issued by the Reorganized APMI. The prepetition intercompany receivables are calculated as of January 26, 1999, the date of

the bankruptcy filings by APMI and AGMI. Atlas Corporation is a creditor of APMI holding a prepetition unsecured claim of $28,403,941. APMI is a creditor of AGMI holding a prepetition unsecured claim of $11,867,299. AGMI is a creditor of Atlas holding a prepetition unsecured claim of $6,138,260. After setoff, the claim held by APMI against AGMI shall be reduced to $5,729,039 and the claim held by Atlas against APMI shall be reduced to $22,265,681. The treatment of the claims held by APMI against AGMI are discussed under Class 50 of the AGMI Plan. In addition, AGMI and APMI have outstanding administrative expense claims owing to Atlas from the payment of post-petition obligations of AGMI and APMI. The treatment of the administrative claims are addressed in Class 20 of the APMI Plan and Class 40 of the AGMI Plan.

Class 29. Claims Held by Any Taxing Authority for Penalties Not Related to Actual Pecuniary Loss. The Class 29 Claims are comprised of any penalty claims held by any taxing authority which are not related to actual pecuniary loss. The Class 29 claims shall not receive any distribution of stock of the Reorganized APMI. APMI does not believe that there are any Class 29 claims.

Class 30. Interests of Atlas Corporation. Class 30 is comprised of the interests of Atlas Corporation which holds one-hundred percent of the stock of APMI. The interests of the Class 30 interest holder shall be voided.

Class 31. Late Filed Claims. Class 31 is comprised of all late filed claims against APMI. The Class 31 claims shall be disallowed and shall receive no distribution under the APMI Plan.

4. MEANS FOR THE IMPLEMENTATION AND EXECUTION OF THE APMI PLAN

On or about the Effective Date, all assets of APMI shall be transferred to the Reorganized APMI free and clear of all liens, claims, and interests of creditors, equity holders, and other parties in interest, except as otherwise provided. Specifically, the assets shall be transferred subject to the liens held by the Class 23, 24 and 25(a) secured creditors and any Class 21 creditor with perfected liens. The Reorganized APMI shall not, except as otherwise provided in the Plan, be liable to repay any debts which accrued prior to the Confirmation Date. Except as provided in the APMI Plan, on the Confirmation Date APMI shall be granted a discharge under 11 U.S.C. § 1141.

On the Effective Date, APMI shall begin implementing its Plan of Reorganization pursuant to the terms for each class of claimants set forth above. All cash payments under the APMI Plan shall come from the cash held by the Reorganized APMI or the Reorganized Atlas sixty days after the Effective Date.

The stock to be issued by the Reorganized APMI to the Allowed Claims of the Class25(b), 27 and 28 creditors shall be issued within 90 days after the Effective Date. In determining the Pro Rata share to be distributed to Contested Claims under Article X, the shares shall be reserved as if

the Contested Claims were allowed in full and held by the Reorganized APMI pending resolution of the dispute. If APMI' objections to the claims are sustained by Final Order, the shares shall not be issued.

The Reorganized APMI may pursue any claims or recovery actions held by APMI, including but not limited to recovery under 11 U.S.C. §§544, 547, 548 and 549. The Reorganized APMI may abandon any claim APMI has against any third party if it determines that the claim is burdensome or of inconsequential value and benefit. The Reorganized APMI is authorized to employ counsel to represent APMI in the litigation or any cause of action or claims held by APMI.

All funds held by the Reorganized APMI for distribution under the APMI Plan shall be held in compliance with the requirements of 11 U.S.C. §345 or in accounts or depositories previously approved by the Court and shall be held in APMI Debtor-in-Possession accounts, or new accounts set up in accordance with the guidelines of the Office of the United States Trustee.

Following the Effective Date, the Reorganized APMI may compromise objections to Claims or causes of action referred to in the APMI Plan without notice and hearing for claims or causes of action asserted in the original amount of $25,000 or less. Settlements or compromises of any claims or causes of action asserted in the amount of $25,000 or more shall be subject to notice and an opportunity for hearing under the provisions after notice in compliance with the Local Rules of Bankruptcy Procedure.

After the Effective Date, the Reorganized APMI exercising its business judgment may sell, operate or abandon any of its assets.

APMI shall receive a discharge to the extent permitted by 11 U.S.C. § 1141 and APMI shall be entitled to seek injunctive relief from the Court, if necessary, to enforce any and all provisions of the Plan.

5. AMENDMENT OF ARTICLES OF INCORPORATION AND BYLAWS OF APMI

As may be required, the Articles and Bylaws of APMI shall be amended on or before the Effective Date to the extent necessary to effectuate the provisions of the APMI Plan, including but not limited to, reincorporating the Reorganized APMI under the laws of the State of Colorado, voiding its existing common stock and issuing new common stock in compliance with the provisions of the APMI Plan. No fractional shares of stock shall be issued.

Board of Directors and Annual Shareholders Meeting.

The current Board of Directors shall serve until the next annual or special meeting of shareholders, called in accordance with the Bylaws. At the annual or special meeting, the shareholders shall elect a new Board of Directors.

C. AGMI PLAN OF REORGANIZATION

The AGMI Plan has been provided to all creditors or possible creditors known to AGMI. The AGMI Plan should be read carefully and independently of this Disclosure Statement. The following analysis of the AGMI Plan is intended to provide a context for understanding the remainder of the Disclosure Statement. Unless otherwise indicated, the claims of all creditors are impaired to some extent. The following is a brief description of the treatment of each of the classes of creditors and interest holders under the AGMI Plan.

As described more fully herein, the Atlas Plan provides for the acquisition of all assets of AGMI by the Reorganized AGMI, free and clear of all liens, claims and interests of creditors, equity holders, and other parties in interest except as otherwise provided in the Plan. The AGMI Plan provides that the stock held by Atlas shall be voided and new stock issued by the Reorganized AGMI to the unsecured creditors, including the claim of APMI on a pro rata basis.

AGMI estimates that at confirmation it will need approximately $36,832.90 (as of March 31, 1999) to make the payments due to the Class 40 and 48 claimants on the Effective Date as follows:

Class 40	$34,194.00
Class 48	$2,638.90

The Class 40 administrative expense claim is listed at the balance owing as of March 31, 1999. The balance at confirmation may be higher.

1. CLAIMS UNDER AGMI PLAN

There are no Classes 1-39 under the AGMI Plan as Classes 1-19 have been reserved for the classes under the Atlas Plan. Classes 20-39 have been reserved for classes under the APMI Plan. Classes 40 through 59 have been reserved for classes under the AGMI Plan.

Class 40. Allowed Administrative Expense Claims as defined in 11 U.S.C. § 503 of the Code against AGMI. All fees payable to the U.S. Trustee shall be paid in full as they become due until the Bankruptcy Case is closed.

Class 41. Any allowed unsecured and/or secured priority tax claims of any taxing authority, including the claims asserted by Eureka County Nevada, holding claims under 11 U.S.C. §507(a)(8) against AGMI.

Class 42. Unimpaired Claims of Holders of Unexpired Leases and Executory Contracts against AGMI

Class 43 Impaired Secured Claims Secured by Gold Bar Property

Class 44 Impaired Secured Claims of Bureau of Land Management for Cleanup obligations associated with the Gold Bar Property.

Class 45 a. Impaired Secured Claims of ACSTAR.

Class 45 b. Impaired Unsecured and Administrative Claims of ACSTAR.

Class 46 Unimpaired Secured Claims of Norwest Bank

Class 47 Impaired Contingent Secured Claims of United States Fire Insurance Company

Class 48. Any unsecured creditors with allowed claims of less than $1,000 and any creditors holding claims in excess of $1,000 electing to accept $1,000 in full payment of their claims.

Class 49. Impaired Claims of General Unsecured Creditors of AGMI

Class 50 Impaired Claims held by APMI.

Class 51. Impaired Claims held by any taxing authority for penalties not related to actual pecuniary loss.

Class 52. Impaired interests of common stockholders of AGMI.

Class 53. Late filed claims.

2. TREATMENT OF CLAIMS NOT IMPAIRED UNDER THE AGMI PLAN

Class 40. Allowed Administrative Expenses pursuant to 11 U.S.C. §503. Class 40 Allowed Administrative Expenses as defined by 11 U.S.C. §503 shall be paid in cash in full on the Effective Date or shall by paid upon such other terms as may be agreed upon by AGMI and the respective holder of the claim for Administrative Expenses. All fees payable to the U.S. Trustee program shall be paid as they become due until closure of the Bankruptcy Case. Notwithstanding an assertion by the Class 44 and 45 claimants that their claims are entitled to priority under Section 503(b) of the Bankruptcy Code, the Class 44 and 45 claims shall be treated under Class 44 and 45 respectively of this Plan and not as Class 40 Administrative Expenses.

AGMI will have an outstanding unpaid administrative expense claim to Atlas from advances for payment of its post-petition obligations. As of March 31, 1998 the administrative expense claim owing to Atlas is $34,194. In the event that AGMI does not have sufficient cash to pay the administrative claim in full on the Effective Date, the administrative expense claim will be paid from the proceeds of the sale of AGMI's property at Gold Bar or at such date as AGMI has sufficient funds to pay the claim in full. Atlas consents to the payment of the administrative expense claim under these terms.

The claims of creditors for costs and expenses of administration of the bankruptcy estate are defined in §503 of the Bankruptcy Code and include professionals retained by the estate including Sender & Wasserman, P.C., counsel for the Debtor, Geographe which has been retained to assist AGMI in selling its interests in Gold Bar and any other professionals retained by Order of the Court.

	Fees and Costs Paid to 3/31/99	Accrued and Unpaid Fees and Costs
Sender & Wasserman	556.80	$6,175.00
Geographe	48,000.00	$700.00

AGMI does not anticipate that there will be any outstanding unpaid administrative expenses upon confirmation of the Plan, other than the claims of Atlas. AGMI believes that the fees of Debtor's counsel, and the other professionals retained in the case will have been paid pursuant to Court's Order establishing the Interim Compensation Procedure pursuant to which the claims 75% of the fees and 100% of the costs have been paid on a monthly basis and the remaining 25% has been paid after approval of Interim Fee Applications and will be reflected in the administrative claim held by Atlas.

In addition to professional fees, Class 40 comprises any post-petition administrative claims, including trade payables or breach of an assumed lease, which are allowed as an administrative expense pursuant to Bankruptcy Court order. AGMI does not anticipate that there will be any allowed administrative expense claims arising from post-petition trade payables or breach of an assumed lease, other than the claim of Atlas, as AGMI is and projects to remain current in its post-petition payables.

Further, Class 40 includes any post-petition claims for unpaid taxes, including withholding.. The Debtor does not anticipate that there will be any administrative expense claims arising from unpaid tax obligations as the Debtor is and projects to remain current in the payment of these obligations.

Class 40 includes fees owing to the United States Trustee pursuant to 28 U.S.C. §1903(a)(6), all of which have been paid currently during the pendency of the case and will be paid up to the date of confirmation.

To the extent there are allowed administrative claims of any other nature, the amount outstanding shall be payable on the Effective Date as an unpaid administrative expense.

Class 42. Executory Contract and Unexpired Leases. Class 42 is comprised of the claims held by parties to unexpired leases or executory contracts. AGMI, prior to the hearing on confirmation, shall file motions to assume or reject its unexpired leases and executory contracts. If AGMI moves to assume the unexpired leases and executory contracts, the claims shall be treated in accordance with the order of the Court granting the assumption. Any unexpired leases or executory contracts for which a Motion to Assume has not been filed by AGMI prior to the hearing on confirmation shall be deemed rejected. Under the terms of the lease agreements, in the event that a lease is rejected, the equipment or property will be returned to the lessor, unless AGMI and the lessor otherwise agree. The claims held by holders of rejected leases or executory contracts shall be treated as a Class 49 unsecured claim subject to the limitations of Section 502 of the Code.

As discussed at length in this Disclosure Statement in Section II F, AGMI is a party to a number of agreements pertaining to its mining leases, unpatented lode and millsite claims, and mining permits related to Gold Bar. The law is unclear as to whether these mining agreements are nonresidential real property leases governed by §365(d)(4), unexpired executory contracts or as outright conveyances which are not executory contracts. To avoid any question, AGMI has requested, which the Bankruptcy Court granted that the deadline to assume or reject Leases govern these agreements be extended through confirmation of its Plan of Reorganization. To avoid any question, the Debtors will treat these agreements as if the provisions of Section 365 apply and will seek to assume any agreements which they intend to utilize post-confirmation.

Class 46 Unimpaired Secured Claims of Norwest Bank Class 46 is comprised of Allowed Secured Claims of Norwest Bank of Colorado which has issued a letter of credit in the amount of $750,000 secured by a Certificate of Deposit for the benefit of United Fire Insurance Company. The value of the Certificate of Deposit securing the claims of the Class 46 creditor is $750,000. The letter of credit has been called and the Class 46 creditor has applied the Certificate of Deposit to the outstanding balance. AGMI believes that the rights and obligations of the Class 46 creditor have been satisfied in full. The Class 46 Claimant and the Debtor shall retain all rights, without modification, under the related documents. The Class 46 Claimant are unimpaired and any allowed claim shall be paid out of the collateral held by the Class 46 claimants under the terms of the agreements. The value of the collateral securing the Class 46 claim is $750,000.

3. TREATMENT OF CLAIMS IMPAIRED UNDER THE AGMI PLAN

Class 41. Allowed Secured and Unsecured Tax Claims pursuant to 11 U.S.C. § 507(a)(8). Class 41 is comprised of Allowed Unsecured Tax Claims under U.S.C. §507(a)(8) excluding claims for penalties not related to actual pecuniary loss. The Class 41 claimants shall retain their prepetition liens, if any, on property of the Reorganized AGMI pending payment in full of the Class 41 claims. The Class 41 claimants shall receive 100% of their secured and unsecured

priority claims in annual installments with interest at 8% per annum or the Debtor shall turn over the collateral in full satisfaction of the Class 41 claims. The Class 41 claims shall be paid in full within six years from the date of assessment or the collateral subject to the liens of the Class 41 claimants shall be turned over to the Class 41 claimants in order of priority. Claims for penalties not related to actual pecuniary loss shall be treated under Class 51. Payments to the Class 41 claimants shall commence within fifteen days after the close of the first annual anniversary of the Effective Date of the AGMI Plan. The Class 41 claims shall be paid out of the proceeds of a any sale of the collateral subject to the liens held by the Class 41 creditors. The allowed amount of any Class 41 claim shall be subject to determination under Section 505 of the Bankruptcy Code. The Debtor shall file any requests for determination under Section 505 within sixty days of the Effective Date of the Plan. Any disputed portion of a Class 41 Claim shall be treated as a Contested Claim in accordance with the provisions of Article X of this Plan.

The Class 41 claims include the claim asserted by Eureka County Nevada for unpaid property taxes for tax years 1997 and 1998. Eureka County asserts a first priority tax lien in AGMI's interest in Gold Bar. The Class 41 creditor has asserted a claim in the total amount of $236,697.62, comprised of unpaid taxes of $209,071.23 and penalties and interest totaling $27,608.39. The Debtor does not dispute that there are taxes owing but asserts that the taxes were assessed against improper values, and therefore there is a dispute as to the amount owing. The taxes were based upon an assessed asset value of approximately $17,000,000 when the values were substantially less. The Debtor has scheduled the claim at $198,256.58 and believes that the claim may in fact be less. If the Debtor and Eureka County are not able to reach an agreement as to the proper amount of the tax owing within the time constraints set forth in the AGMI Plan, AGMI will seek a determination of the value of the tax under Section 505 of the Code.

Class 43 **Impaired Secured Claims Secured by the Gold Bar Property** Class 43 is comprised of the Allowed Secured Claim secured by the Gold Bar property other than the secured claims classified as Class 44, 45, 46 and 47 claims. The Class 43 Claimants and the Debtor shall retain all lien rights, without modification, under the related security agreements and documents. The Class 43 Claimants are impaired. The Class 43 claims shall be paid out of the proceeds of a sale or joint venture concerning the Class 43 creditors collateral within five years after the Effective Date plus interest at eight percent (8%). If the collateral securing the claims of the Class 43 creditors has not been sold within five years after the Effective Date for a value sufficient to pay the Allowed Secured Claims held by the Class 43 creditors, the collateral shall be turned over to the holders of validly perfected security interests in the collateral in order of priority. Any deficiency claim held by Class 43 creditors shall be treated as a Class 49 unsecured claim.

In the event that AGMI contests the extent, validity or priority of any security interest asserted by a Class 43 creditor through the filing of an adversary proceeding or seeks to void any security interest under 11 U.S.C. §§544, 547, 548 or 549, the claim of that creditor shall be treated in accordance with the provisions of Article X of the Atlas Plan. If a Final Order enters holding that there is no valid security interest or voiding a security interest, the claim, to the extent allowed against AGMI shall be treated as a Class 49 unsecured claim, unless otherwise ordered by the Court.

Class 43 includes the claims of Gerald A. Davis if he is successful in Adversary Proceeding No., in establishing a secured claim against the Gold Bar property. AGMI, Atlas and APMI have filed a Complaint to determine the extent and validity of the liens asserted by Mr. Davis and to void any security interest in the Gold Bar property. The Debtor believes that the value of Mr. Davis' Class 43 claim, in the event he prevails in establishing a validly perfected security interest which is not subject to avoidance, is $182,541. AGMI further believes that the Class 43 claimant's interest is junior to the Class 41 tax liens held by Eureka County, Nevada.

Class 44 **Impaired Secured Claims of Bureau of Land Management for Cleanup obligations associated with the Gold Bar Property.** Class 44 is comprised of the Allowed secured claims of the Bureau of Land Management for Cleanup obligations associated with the Gold Bar property under Plan numbers N64, 92-003P, N64, 89-004P and 87-008P. The Class 44 claim is secured by Bond #5661 issued by ACSTAR, the Class 45 claimant and United States Fire Insurance Company Bond Numbers 6101757263 and 6101757189. The Class 44 claimant and the Debtor shall retain all rights, without modification, under Plan numbers N64, 92-003P; N64, 89-004P and 87-008P and Bond #5661 issued by ACSTAR, and United States Fire Insurance Company Bond Numbers 6101757263 and 6101757189. To the extent that the bonds are sufficient to pay the allowed claims of the Class 44 Claimant in full, the Class 44 Claimant is unimpaired. To the extent that the bonds are insufficient to pay the allowed claims of the Class 44 Claimant in full, the deficiency claims shall be treated as a Class 49 unsecured claim. AGMI has scheduled the claims of the Class 44 Claimant as contingent and unliquidated. The value of the bonds securing the claims against AGMI total $2,911,000.

Class 45a. **Allowed Secured Claims of ACSTAR** The Class 45a claims are comprised of the Allowed Secured Claims of ACSTAR which are secured by certain letters of credit in the aggregate amount of $5,425,000, plus $250,000 held in an escrow account with Colorado State Bank. The ACSTAR Allowed Secured Claims are based upon the ACSTAR Bonds and ACSTAR Moab Bond in the aggregate amount of $8,290,000 to secure Moab Cleanup Obligations and Other Cleanup Obligations including the cleanup obligations owing to the Class 45 claimant under the AGMI Plan. ACSTAR's secured claims against Atlas, AGMI and AGMI are cross collateralized. If it has not already done so prior to the Effective Date, ACSTAR shall be entitled to draw on the letter of credit and use the proceeds thereof in order to pay the Class 4 obligations under the Atlas Plan and to reimburse itself for the actual amount incurred under the ACSTAR Bonds for Other Cleanup Obligations including the obligations owing to the Class 45 claimant under the AGMI Plan and its unpaid fees and expenses. AGMI will assist ACSTAR in obtaining the funds, or drawing on the letter of credit. Furthermore, any amount remaining from the $250,000 escrow account may be used by ACSTAR for the same purposes. To the extent any funds remain from the letter of credit or the escrow account after satisfaction of the Other Cleanup Obligations secured by the ACSTAR Bonds and any unpaid fees and expenses ACSTAR has incurred on said Bonds, such funds shall be remitted to the Reorganized Atlas. ACSTAR shall retain its rights under the letter of credit and escrow agreement unless said letter of credit have been drawn upon in which case its rights shall attach to the cash proceeds of the letters of credit and the funds in the escrow account. The foregoing treatment shall constitute satisfaction in full of the Class 45a Allowed Secured Claim.

Class 45b. **Impaired Unsecured and Administrative Claims of ACSTAR** The Class 45(b) claim is comprised of the unsecured deficiency claim which ACSTAR has for the Other Cleanup Obligations which it has to pay, and unpaid fees and expenses in excess of its Class 45(a) Allowed Secured Claim, which claim shall not exceed $500,000. Any claim by ACSTAR that its claims are entitled to treatment as a Class 40 Administrative Expense, under any theory, and any potential claim against ARISUR, shall be waived and released. For purposes of voting and feasibility the Class 45(b) claim shall be estimated at $500,000. On the later of the Effective Date of the AGMI Plan or at such time as the Class 45(b) creditor's claim is actually determined, it shall receive in full satisfaction of its claim an amount equal to the actual amount expended for Other Cleanup Obligations, plus fees and expenses, not to exceed $500,000 which shall be treated as a Class 49 unsecured claim and shall receive shares representing its pro rata share (determined with respect to Class 49 and 50 claimants) of the outstanding common stock of the Reorganized AGMI; provided that such stock shall be held by a mutually acceptable escrow agent pending determination of ACSTAR's responsibility for the Other Cleanup Obligations . If Bonds #6907, #5659, #5660, #5661 and #6876 are terminated without being called and/or there is no unsecured deficiency, the Allowed Class 45(b) claim shall be $0 and the shares which are being held in escrow shall remain treasury stock.

Under the terms of the Agreement with ACSTAR, the total unsecured claim arising from the bonds to secure the cleanup of Gold Bar shall not exceed $500,000 and the total secured claim shall not exceed $425,000. ACSTAR's unsecured claims against Atlas, and AGMI and APMI shall collectively not exceed $500,000. The claims shall be allocated among the estates based upon actual damage, with the claim applied first to AGMI, then to APMI and then to Atlas. Thus, under the Agreement the total value of the Class 45(a) and (b) claims shall not exceed $925,000.

Class 47 **Impaired Secured Claims of United States Fires Insurance Company.** Class 47 is comprised of the Allowed secured claims of United States Fire Insurance Company which issued Bond Numbers 6101757263 and 6101757189 secured by a letter of credit to secure the Debtor's cleanup obligations at the Gold Bar property to the extent of $1,500,000. The Class 47 claimant and the Debtor shall retain all rights, without modification, under Bond Numbers 6101757263 and 6101757189 and the Letter of Credit. Demand has not been made upon the Bonds, and therefore the claims of the Class 47 creditor are contingent. The Class 47 creditor called the Letter of Credit issued by Norwest Bank of Colorado in the amount of $750,000. To the extent that the Bonds are called and the Letter of Credit is insufficient to pay the allowed claims of the Class 47 Claimant in full, the Class 47 claims are impaired and the deficiency claims, up to $750,000 shall be treated as a Class 49 unsecured claim.

Class 48 **Administrative Convenience Class.** Class 48 is comprised of the claims of unsecured creditors with allowed claims of $1,000 or less and unsecured creditors holding claims in excess of $1,000 electing to accept $1,000 in full payment of their claims. The Class 48 claims shall be paid in full without interest on the Effective Date. Creditors wishing to elect to have their claim treated under Class 48 shall make an election in writing to be received by undersigned counsel for the Debtor on or before the due date for tendering ballots to this Plan. There are three creditors

whose claims total $638.90 which fall within Class 48. In addition, there are two additional creditors with claims totaling $2,000 and $5,257 which the Debtor estimates may elect to be treated as Class 48 claims. Thus, the Debtor estimates that the allowed Class 48 claims will total $2,638.90

Class 49. **Allowed Unsecured Claims.** Class 49 is comprised of the Allowed Unsecured Claims against AGMI. The Allowed Class 49 creditors shall receive their pro rata share of the common stock to be issued by the Reorganized AGMI. The stock shall be distributed on a Pro Rata basis between the Allowed Claims of the Class 45(b), 49 and 50 creditors and any Allowed deficiency claims of the Class 44 and 47 creditors. For purposes of this distribution, the Class 45(b), 49, 50 and the Allowed deficiency claims of the Class 44 and 47 Creditors shall be treated as one class. The Debtor believes that the value of the Class 49 Claims, exclusive of the Class 45(b) and Class 50 creditors, and exclusive of those which the Debtor estimates will elect to be treated as Class 48 creditors, total $0.

Class 50. **Claims Held by APMI.** Class 50 is comprised of the claims held by APMI other than its claims as an interest holder treated under Class 52. Class 50 claims arise from an inter-company payable for cash advanced to AGMI. The allowed claim of AGMI under the Atlas Plan shall first be offset against AGMI's obligations to APMI which will reduce the accounts receivable owed by AGMI to Atlas. The net Allowed Class 50 Claim shall be treated on a Pro Rata basis with the Class 49 creditors and shall receive its pro rata share of the stock issued by the Reorganized AGMI.

The prepetition intercompany receivables are calculated as of January 26, 1999, the date of the bankruptcy filings by APMI and AGMI. Atlas Corporation is a creditor of APMI holding a prepetition unsecured claim of $28,403,941. APMI is a creditor of AGMI holding a prepetition unsecured claim of $11,867,299. AGMI is a creditor of Atlas holding a prepetition unsecured claim of $6,138,260. After setoff, the claim held by APMI against AGMI shall be reduced to $5,729,039 which shall be used for determining APMI's share of the stock of the Reorganized AGMI. The claim held by Atlas against APMI shall be reduced to $22,265,681. The treatment of the claims held by Atlas against APMI are discussed under Class 28 of the APMI Plan. In addition, AGMI and APMI have outstanding administrative expense claims owing to Atlas from the payment of post-petition obligations of AGMI and APMI. The treatment of the administrative claims are addressed in Class 20 of the APMI Plan and Class 40 of the AGMI Plan.

Class 51. **Claims Held by Any Taxing Authority for Penalties Not Related to Actual Pecuniary Loss.** The Class 51 Claims are comprised of any penalty claims held by any taxing authority which are not related to actual pecuniary loss. The Class 51 claims shall not receive any distribution of stock of the Reorganized AGMI.

Class 52. **Interests of APMI.** Class 52 is comprised of the interests of APMI which holds one-hundred percent of the stock of AGMI. The interests of the Class 52 interest holder shall be voided.

Class 53. **Late Filed Claims.** Class 53 is comprised of all late filed claims against AGMI. The Class 53 claims shall be disallowed and shall receive no distribution under the AGMI Plan.

4. MEANS FOR THE IMPLEMENTATION AND EXECUTION OF THE AGMI PLAN

On or about the Effective Date, all assets of AGMI shall be transferred to the Reorganized AGMI free and clear of all liens, claims, and interests of creditors, equity holders, and other parties in interest, except as otherwise provided herein. Specifically, the assets shall be transferred subject to the liens held by the Class 43, 44, 45(a) 46 and 47 secured creditors and any Class 41 creditor with perfected liens. The Reorganized AGMI shall not, except as otherwise provided in the Plan, be liable to repay any debts which accrued prior to the Confirmation Date. Except as provided in this AGMI Plan, on the Confirmation Date AGMI shall be granted a discharge under 11 U.S.C. § 1141.

On the Effective Date, AGMI shall begin implementing its Plan of Reorganization pursuant to the terms for each class of claimants set forth above. All payments under the AGMI Plan shall come from the cash held by the Reorganized AGMI or the Reorganized Atlas sixty days after the Effective Date.

The stock to be issued by the Reorganized AGMI to the Allowed Claims of the Class 45(b), 49 and 50 creditors shall be issued within 90 days after the Effective Date. In determining the Pro Rata share to be distributed to Contested Claims under Article X, the shares shall be reserved as if the Contested Claims were allowed in full and held by the Reorganized AGMI pending resolution of the dispute. If AGMI' objections to the claims are sustained by Final Order, the shares shall not be issued.

The Reorganized AGMI may pursue any claims or recovery actions held by AGMI, including but not limited to recovery under 11 U.S.C. §§544, 547, 548 and 549. The Reorganized AGMI may abandon any claim AGMI has against any third party if it determines that the claim is burdensome or of inconsequential value and benefit. The Reorganized AGMI is authorized to employ counsel to represent AGMI in the litigation or any cause of action or claims held by AGMI.

All funds held by the Reorganized AGMI for distribution under the AGMI Plan shall be held in compliance with the requirements of 11 U.S.C. §345 or in accounts or depositories previously approved by the Court and shall be held in AGMI Debtor-in-Possession accounts, or new accounts set up in accordance with the guidelines of the Office of the United States Trustee.

Following the Effective Date, the Reorganized AGMI may compromise objections to Claims or causes of action referred to in this AGMI Plan without notice and hearing for claims or causes of action asserted in the original amount of $25,000 or less. Settlements or compromises of any claims or causes of action asserted in the amount of $25,000 or more shall be subject to notice and an

opportunity for hearing under the provisions after notice in compliance with the Local Rules of Bankruptcy Procedure.

After the Effective Date, the Reorganized AGMI exercising its business judgment may sell, operate, enter into joint ventures or abandon any of its assets.

AGMI shall receive a discharge to the extent permitted by 11 U.S.C. § 1141 and AGMI shall be entitled to seek injunctive relief from the Court, if necessary, to enforce any and all provisions of the Plan.

5. AMENDMENT OF ARTICLES OF INCORPORATION AND BYLAWS OF AGMI

As may be required, the Articles and Bylaws of AGMI shall be amended on or before the Effective Date to the extent necessary to effectuate the provisions of the AGMI Plan, including but not limited to, reincorporating the Reorganized AGMI under the laws of the State of Colorado, voiding its existing common stock and issuing new common stock in compliance with the provisions of this AGMI Plan. No fractional shares of stock shall be issued.

Board of Directors and Annual Shareholders Meeting.

The current Board of Directors shall serve until the next annual or special meeting of shareholders, called in accordance with the Bylaws. At the annual or special meeting, the shareholders shall elect a new Board of Directors.

D. ADMINISTRATIVE MATTERS IN THE ATLAS PLAN, AGMI PLAN AND APMI PLAN

Default And Plan Modification Provisions

In the event of any default by any of the Reorganized Debtors of any payment to any class of claimants arising under the respective terms of the Atlas Plan, the AGMI Plan or the APMI Plan, the Reorganized Debtor shall have thirty (30) days within which to cure any default in payments due under the Plan after the date of issuance of written notice from any claim holder. Written notice shall be provided to the Reorganized Debtor and to Debtor's counsel. The notice to Debtor's counsel shall be served upon Sender & Wasserman, P.C., 1999 Broadway, Suite 2305, Denver, Colorado 80202, unless written notice of substitution of legal counsel is served upon the claim holder at least fifteen (15) days prior to the date notice is sent.

In the event that the Reorganized Debtor fails to cure any default in the requirements to make payment under their respective Plan, within forty-five days from the date that written notice is sent in compliance with paragraph 5.1 of the respective Plans, the Reorganized Debtor shall be in default under the terms of the respective Plan.

At any time after Confirmation of the Plan but before substantial consummation of the Atlas Plan, the AGMI Plan or the APMI Plan may be modified upon the request of the Reorganized Debtor, after notice and a hearing, only to the extent allowed by 11 U.S.C. § 1127.

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If all of the applicable requirements for confirmation of the Atlas Plan, the AGMI Plan and the APMI Plan are met as set forth in 11 U.S.C. § 1129(a)(1)-(11) except Subparagraph (8), the Reorganized Debtors (subject to the acceptance of their respective Plans by at least one class which is impaired) hereby requests the Court confirm their respective Plans pursuant to 11 U.S.C. § 1129(b), notwithstanding the requirements of Subparagraph (8), as the Atlas Plan, the AGMI Plan and the APMI Plans are fair and equitable and do not discriminate unfairly with respect to any dissenting, impaired class.

General Provisions

The Reorganized Debtors shall be vested with ownership to all property of their respective estates upon the Effective Date except for those assets to be transferred to the Reclamation Trust under the Atlas Plan.

The payment of Allowed Claims, Allowed Administrative Claims and Allowed Secured Claims shall be in exchange for all claims against the respective Debtors and the respective Reorganized Debtors and shall constitute full settlement, release, discharge, and satisfaction of all such claims against the respective Debtors and the respective Reorganized Debtors.

Nothing herein contained shall prevent the Reorganized Debtors from taking any action as may be necessary to the enforcement of any cause of action which may exist on behalf of the respective Debtors and which may not have been enforced or prosecuted by the respective Debtors prior to the Effective Date.

The Reorganized Debtors reserve the right to modify their respective Plans prior to Confirmation, and thereafter to modify the Plan in accordance with 11 U.S.C. § 1127(b) and ¶ 5.2 thereunder.

The Debtors reserve the right to reopen their respective Chapter 11 cases after Confirmation and dismissal for the purposes set forth the Retention of Jurisdiction provisions of their respective Plans as set forth below.

To the extent that the provisions of the Disclosure Statement are inconsistent with the provisions of the Atlas Plan, the AGMI Plan or the APMI Plan, the provisions of the Plans shall control.

The obligation of Atlas, AGMI and APMI to pay the quarterly fees owing to the Office of the United States Trustee pursuant to 28 U.S.C. §1930(a)(6) is a continuing obligation which does not terminate until their respective Bankruptcy Case is closed.

Provisions for Assumption or Rejection of Executory Contracts

All unexpired leases and executory contracts between Atlas AGMI and/or APMI and any other party which have not prior to the Effective Date of their respective Plans been affirmatively assumed by Atlas, AGMI and/or APMI by the filing of an appropriate motion are hereby rejected.

Provision as to Contested Claims

The Debtors or the Reorganized Debtors may, at any time within ninety (90) days after the Effective Date file an objection to any claim which in their respective opinions should be objected to as improper, in whole or in part, regardless of whether the claim was scheduled as disputed, contingent or unliquidated. The Debtors may further designate claims held by creditors against whom they believe actions may be brought under Sections 544, 547, 548 or 549 of the Bankruptcy Code as Contested Claims by sending notice in writing to the Claimant within sixty (60) days after the Effective Date.

Upon the filing of such objection or service of said written notice, such claim shall be considered a Contested Claim, and any cash or other instruments or property otherwise distributable to such creditor under the respective Plan shall be held by the respective Debtor in escrow until final disposition of the objection to the claim either by settlement or entry of a Final Order. If the claim is only contested in part, payment shall be made to the claimant on the uncontested portion under the provisions of Article IV of the Plan and the balance shall be treated as a Contested Claim under the provisions of Article X. If the objection is overruled or denied, in whole or in part, or the claim is allowed by stipulation of the Debtor and the claimant, such claimant shall receive the amount of cash, property or stock provided in the respective Plan to the extent of the amount of the claim finally allowed, including back installments.

From and after the Effective Date, the Reorganized Debtor shall reserve and hold for the benefit of each holder of a Contested Claim cash in an amount equal to the Pro Rata payments which would have been made to the holder of such contested claim if it were an Allowed Claim in an amount equal to the lesser of: (i) the amount of the Contested Claim or (ii) the amount in which the Contested Claim shall be estimated by the Bankruptcy Court pursuant to § 502 of the Bankruptcy Code for purposes of allowance, which amount shall constitute and represent the maximum amount in which such claim may ultimately become an Allowed Claim. No payments or distributions shall be made with respect to all or any portion of any Contested Claim pending the entire resolution thereof by Final Order.

Retention of Jurisdiction

The Court shall retain jurisdiction over the Chapter 11 cases and related core and non-core proceedings, for the following purposes:

1. To hear and determine any and all objections to the allowance of claims or interests.

2. To determine any and all applications for allowances of compensation and reimbursement of expenses and any other fees and expenses authorized to be paid or reimbursed under the Code or the Plans.

3 To hear and determine any and all pending applications for the rejection or assumption, or for the assumption and assignment, as the case may be, of executory contracts or unexpired leases to which Atlas, AGMI or APMI is party, and to hear and determine any and all claims arising therefrom.

4. To hear and determine any and all applications, adversary proceedings, and contested or litigated matters that may be pending on the Effective Date or that the Debtors may bring subsequent to the Effective Date or to which the Debtors may be made a party.

5. To consider any modifications of the Atlas Plan, the AGMI Plan or the APMI Plan, to remedy any defect or omission or reconcile any inconsistency in the respective Plans or in the orders of the Bankruptcy Court, including the Order of Confirmation.

6. To hear and determine any request under Fed. R. Bankr. P. 2004 to allow Atlas, AGMI or APMI to compete any pending investigation as to potential assets or liabilities.

7. To hear and determine all controversies, suits, and disputes that may arise in connection with the interpretation, enforcement, or consummation of the respective Plan, including any disputes between the plan proponents.

8 To consider and act on the compromise and settlement of any claim or cause of action by or against Atlas, AGMI or APMI.

9 To issue orders in aid of execution of the Atlas Plan, the AGMI Plan or the APMI Plan as contemplated by § 1142 of the Code.

10. To determine such other matters as may be set forth in the Order or Confirmation or which may arise in connection with the Plan or the Order of Confirmation.

XIII. DISCUSSION OF OPERATIONS UNDER THE ATLAS PLAN AND PROJECTIONS

The Atlas Plan contemplates that it will emerge from Chapter 11 as a public company with little debt. The Atlas Plan provides that the unsecured creditors will receive their pro rata share of the funds held on the Effective Date, projected to be $1,583,253 (See Exhibit B) plus their pro rata share of the stock of the Reorganized Atlas. A public listing will be sought on a recognized exchange to insure that there is an available market for creditors to dispose of their stock. The principal asset of Atlas will be Arisur and its Bolivian operations, although Atlas will also continue to pursue its causes of action, including any voidance actions in the Chapter 11 case and the insurance recovery claims under its Comprehensive General Liability policies.

It is projected that Arisur will expand the Bolivian operations through refinancing its loan with CAF. Additional capital may be obtained from CAF or another third party. The projections contemplate that substantial cash flows will start following the year 2000 and that Atlas will operate with significantly reduced administrative costs. The projections for the operations attached hereto as Exhibit D reflect that by 2002 Arisur will provide net cash flow of approximately $1,900,000 per year and that the ending cash balance of Atlas and Arisur will be approximately $2.0 million in 2002, $3.1 million in 2003 and $4.3 million in 2004. In addition the projections for Atlas anticipate that the Grassy Mountain and/or Gold Bar properties will be sold by the end of 1999 with Atlas' share of the distribution totaling at least $2.0 million. Atlas will also continue to pursue its CGL insurance recoveries and the ARD Claims. The CGL recoveries have been projected at the net revenues from the lowest estimate provided to Emsource by Risk International. Thus the CGL recoveries may in fact exceed the estimate.

Atlas proposes to develop the Andacaba mine to increase productivity and revenues in order to offset depressed metal prices. Development is necessary to enable Arisur to increase the percentage of ore feed from the two principal veins. Presently there are significant materials handling costs associated with the mine because the materials must be carried great distances from the accessible reserves to the Mill. Additionally, the portions of the mine which are presently being mined have lower grades, thus have a lower percentage of metal in the rock. The development, as proposed, will enable Arisur to mine the veins with higher grades and lower handling costs, thus significantly increasing net revenues from the mine. This will provide Arisur with a solid revenue stream, increase mine life, increase the quality of accessible reserves and increase the value of the assets. The development program involves installation of a 770 meter Trackless Ramp at a gradient of minus 10% to access the San Juan Vein at the 4430 level. Fifty percent of the ore reserves lie below the 4500 level, or up to 1.6 million tonnes. Arisur anticipates that the completion of the project will take 17 months with the capital cast in the year 2000 at $2.35 million and in year 2001 Arisur projects increased ore production by the seventh month with the development completed by the 17th month. Arisur projects that the net present value of Arisur with the development program coupled with existing production is $3.7 million.

The projections for Arisur's operations for 1999 and the five year forecast attached hereto as Exhibit D. The forecasts are based upon the assumptions set forth in Exhibit E:

Another possibility for Atlas following confirmation of the Plan is a merger either of Atlas and Arisur to reduce administrative expenses or with an outside entity.

The AGMI Plan contemplates that AGMI will seek to sell its assets at Gold Bar and resolve its outstanding claims, including the environmental liability claims. AGMI projects that the mill at Gold Bar alone could be sold for at least $1.0 million and that the bonds posted are more than sufficient to cover the environmental liability claims. AGMI is discussing an agreement with Eureka County to turn the road on the site (the regrading and reseeding of which constitutes a significant part of the environmental liability) into a County road. If an agreement can be reached, the environmental reclamation claims will be substantially reduced.

The APMI Plan contemplates that APMI will seek a buyer for the Grassy Mountain and/or its assets at the Gold Bar property. The projections contemplate that a sale of one or the other property will be accomplished by the close of 1999. If a decision is made post-confirmation not to sell Grassy Mountain but to hold it, a merger with the Reorganized Atlas may be pursued to reduce administrative expenses.

IX. ANALYSIS OF CLAIMS

Under the Bankruptcy Code, a creditor may be able to participate in an estate whether or not a Proof of Claim has been filed, provided the Debtor has not scheduled the claim as disputed, contingent or unliquidated. The Bankruptcy Court has set a bar date for filing proofs of claim of January 15, 1999, in the Atlas case and April 30, 1999 in the AGMI and APMI cases. If you did not timely file a proof of claim, your claim under the Plan will be the amount set forth in the Debtors' Schedules of Assets and Liabilities and if your claim was scheduled as disputed, contingent or unliquidated shall be disallowed.

As of the date of this Disclosure Statement, and to the best of the Debtor's knowledge, the following is an estimate of the total claims which are reflected in the Schedules, and amendments filed with the Bankruptcy Court and the amounts which will be paid pursuant to the Plan.

A. ATLAS PLAN

CLASS	TYPE OF CLAIM	TOTAL AMOUNT CLAIMED	TREATMENT PROPOSED UNDER ATLAS PLAN
1.	Administrative Expense	0.00[2]	Payment on Effective Date
2.	Wage Claims	13,802.77	Payment on Effective Date

[2] Administrative expense claims estimated to be $0 as all professional fees paid under the terms of the Interim Compensation Procedure Order and all other postpetition obligations will be paid in full.

3.	Tax Claims	0.00[3]	Payment within 6 years of Date of assessment
4.	Environmental Liability Claims	120 Million	Claims treated under the Moab Uranium Transfer Agreement. Certain assets transferred in satisfaction of the claims.
5(a)	ACSTAR secured claim	$8,290,000[4]	Draw on collateral of $5,675,000
5(b)	ACSTAR unsecured and administrative claims.	Up to $500,000	Under the MUMTA, ACSTAR has an unsecured claim against the estates of Atlas, AGMI and APMI to be allocated among the 3 as follows: first to AGMI then to APMI and finally to Atlas. Atlas Claims treated on a pro rata basis with Class 10.
6.	Secured Claims	677,242.17[5]	Retain rights to collateral of $764,092.46.
7.	Retiree Medical Plan	unknown[6]	Retain rights under Plan.
8.	Executory Contracts and Unexpired Leases	0.00[7]	Assume or Reject by Confirmation

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[3] The Internal Revenue Service has filed a claim in the amount of $61,138.43 as an excise tax as a result of the Debtor's failure to fund the Defined Benefit Plan. Atlas believes that this claim is treated under Class 13.

[4] This reflects the total bonds posted by ACSTAR, including the bonds to secure the cleanup of the Moab Utah Site. The bonds are cross-collateralized. ACSTAR's claim will be treated in accordance with the agreement between the parties.

[5] Based upon projections that only allowed Class 6 secured claim is claim of Environmental Protection Agency arising from cleanup obligations at Coalinga. Projections assume that Gerald Davis is determined to be an unsecured creditor.

[6] There is no default under the terms of the Retiree Medical Plan. Atlas' obligations under the Plan will continue.

[7] Claim is valued at $0 as Atlas is not in default under the provisions of its unexpired leases. Projections contemplate that Atlas will assume its office lease.

9.	Asbestos claims	$2.0 million[8]	Elect to pursue insurance coverage or treated under Class 10
10.	Unsecured Claims	$11,014,755[9]	Receive pro rata share of 1. Cash on effective date less up to $800,000 working capital and amounts to pay Class 1 and 2 claim, 2. Pro rata share of Atlas' share of proceeds from sale of Gold Bar or Grassy Mountain if sold within 1 year and 3. Pro Rata share of 65% of the stock of the Reorganized Debtor calculated with the Class 12 claimants.
11.	Unsecured Claim of AGMI	$6,138,260.	Offset claim owing by APMI to Atlas.
12.	Shipes Parties	$2,250,000[10]	Receive pro rata share with Class 10 creditors of 65% of the stock of the Reorganized Atlas.
13	Penalty Claims	$61,138.43	$0.00
14.	Stockholders holding 1,000 shares or less.		Voided unless pay $15 per year to maintain stock.
15.	Stockholders holding more than 1000 shares		Retain shares but diluted such that hold pro rata share of 15% of Reorganized Atlas.

[8] Comprised of timely filed claims for personal injury or torts with damages asserted of at least $2.0 million.

[9] Comprised of $10,881,468.92 from Amended schedules, plus $330,922.93 from wage claimants Class 10 claims plus $580,000 stipulated Shipes Claim, plus claim of Davis which is believed to be unsecured of $185,246, less reduction of $300,000 of outstanding balance of CAF loan, less claim of NRC for 429,167 and less adjustments of $233,716 for obligations which have been satisfied.

[10] Claim allowed under Settlement Agreement resolving Shipes Litigation. Stipulated that Shipes Parties have a Class 10 unsecured claim in the amount of $580,000 and a subordinated debt claim in the amount of $2,250,000 which shares on a pro rata basis for purposes of issuance of stock.

B. APMI PLAN

CLASS	TYPE OF CLAIM	TOTAL AMOUNT CLAIMED	TREATMENT PROPOSED UNDER APMI PLAN
20	Administrative Claims	$36,728[11]	Paid on Effective Date or when assets are sold .
21	Tax Claims	None	Paid within 6 years of assessment.
22	Executory Contracts and Unexpired Leases	0.00[12]	Assume or Reject by Confirmation
23	Merrill Lynch	$5,425,000	Paid through collateral held in the amount of $5,426,793
24	State of Oregon	Contingent claim $146,200 or less	Retain rights under bonds in amount of $146,200
25(a)	ACSTAR secured claim	$8,290,000[13]	Draw on collateral of $5,675,000
25(b)	ACSTAR unsecured and administrative claims	Not to exceed $500,000	Under the MUMTA has an unsecured claim against the estates of Atlas, AGMI andAPMI to be allocated among the 3 as follows: first to AGMI then to APMI and finally to Atlas. Claims against APMI treated on a pro rata basis with Classes 27 and 28
26	Administrative Convenience	$90	Paid in full on effective date

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11 As of March 31, 1999. The amount at confirmation may be higher.

12 Claim is valued at $0 as APMI is not in default under the provisions of its unexpired leases.

13 This reflects the total bonds posted by ACSTAR, including the bonds to secure the cleanup of the Moab Utah Site. The bonds are cross-collateralized. ACSTAR's claim will be treated in accordance with the agreement between the parties.

27	General Unsecured	$524,062	Receive stock of Reorganized APMI on pro rata basis with Allowed class 25(b) and 28 claims
28	Unsecured claim of Atlas	$22,265,681.	Receive stock on pro rata basis with Allowed class 25(b) and 28 claims
29	Penalty Tax Claims	$0.00	$0.00
30	Stock Interests of Atlas		Voided
31	Late Filed Claims	$0.00	$0.00

C. **AGMI PLAN**

CLASS	TYPE OF CLAIM	TOTAL AMOUNT CLAIMED	TREATMENT PROPOSED UNDER APMI PLAN
40	Administrative Expenses	$34,194.[14]	Paid on Effective Date or when assets are sold
41	Tax Claims	$236,697.62[15]	Paid in full within 6 years or property subject to liens will be turned over to lien claimants in order of priority
42	Executory Contracts and Unexpired Leases	0.00[16]	Assume or Reject by Confirmation

[14] As of March 31, 1999. The amount at confirmation may be higher.

[15] AGMI believes the actual allowed claim will be substantially less after determination under Section 505.

[16] Claim is valued at $0 as AGMI is not in default under the provisions of its unexpired leases.

43	Other Secured Claims	0.00[17]	Paid from sale of AGMI's interest in Gold Bar or if not sold within 5 years after Effective Date, turned over to lien claimants in order of priority
44	Bureau of Land Management	Contingent Environmental Reclamation claims	Retain rights under Bonds in amount of $2,911,000
45(a)	ACSTAR secured claim	$8,290,000[18]	Draw on collateral of $5,675,000
45(b)	ACSTAR unsecured and administrative claims	Not to exceed $500,000	Under MUMTA has an unsecured claim against the estates of Atlas, AGMI and APMI to be allocated among the 3 as follows: first to AGMI then to APMI and finally to Atlas. Claims against AGMI treated on a pro rata basis with with Classes 47, 49 and 50
46	Norwest Bank	$750,000	Paid from certificate of deposit in amount of $750,000
47	U.S. Fire	$1,500,000	Retain rights to letter of credit $750,000. Balance treated on pro rata basis with Class 45(b), 47, 49 and 50 .
48	Administrative Convenience	$2,638.90[19]	Paid on Effective Date

[17] AGMI believes that there are no allowed claims in this class. If Gerald Davis establishes a validly perfected claim against AGMI and a security interest his claim shall be treated under this Class.

[18] This reflects the total bonds posted by ACSTAR, including the bonds to secure the cleanup of the Moab Utah Site. The bonds are cross-collateralized. ACSTAR's claim will be treated in accordance with the agreement between the parties.

[19] There are three creditors whose claims total $638.90 which fall within Class 48. In addition, there are two additional creditors with claims totaling $2,000 and $5,257 which the Debtor estimates may elect to be treated as Class 48 claims. Thus, the Debtor estimates that the allowed Class 48 claims will total $2,638.90

49	Unsecured creditors	$0.00[20]	Receive pro rata share of stock of reorganized AGMI with Classes 45(b), 47 and 50.
50	Unsecured claim of APMI	$5,729,039	Receive pro rata share of stock of reorganized AGMI with Classes 45(b), 49 and 50.
51	Tax Penalty Claims		$0.00
52	Stock Interests of APMI		Voided
53	Late Filed Claims		$0.00

X. ALTERNATIVES TO THE PLAN - LIQUIDATION ANALYSIS

An alternative to confirmation of the Atlas Plan, the AGMI Plan and the APMI Plan is conversion of one or all the cases to a liquidation proceeding under Chapter 7. The Debtors believe that liquidation of their respective assets would result in the creditors receiving less than they would receive under the Atlas Plan, the AGMI Plan and the APMI Plan. This liquidation analysis reflects what each Debtor believes is the best possible recovery in a liquidation. The actual recovery if the Debtors were liquidated may be more or less.

The following is a summary of the liquidation value of the respective Debtors as of the date of this Disclosure Statement. The values have been established by the Debtors applying a discount factor to reflect an immediate forced sale. The following is the Debtor's best estimate of liquidation values which the debtor believes accurately reflects the amount recoverable in liquidation. The actual liquidation values may vary considerably.

A. LIQUIDATION VALUE OF ATLAS

The liquidation analysis of the Atlas assets assumes that the Moab Uranium Millsite Transfer Agreement is approved by the Court and the Moab Assets and other assets addressed thereunder are transferred to the Reclamation Trust to be established under the MUMTA. If the Court denies approval of the MUMTA, there will be administrative expense claims asserted by NRC and Utah exceeding $120 million which will eliminate any liquidation value for creditors.

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[20] AGMI estimates that all unsecured creditors which do not fall within other classes will elect treatment as a class 46 administrative convenience claim.

	Value under Plan	Liquidation Value
Moab Utah Assets, including millsite, and adjoining property	0.00[21]	0.00[22]
Moab Water Rights	00.0[23]	0.00[24]
Petty Cash	400.00	400.00
Cash and Short Term Investments	1,030,638	1,030,638[25]
Restricted Cash	240,000[26]	0.00[27]
Receivable - APMI	4,610,385.45[28]	1,290,600[29]
Receivable from Arisur	$622,000	0.00[30]
Administrative claim against AGMI	34,194	34,194
Administrative claims against APMI	36,728	36,728

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21 Under the terms of the Plan and the Moab Uranium Millsite Transfer Agreement the Moab Utah Assets are transferred to the Reclamation Trust.

22 Liquidation value placed at $0.00. Assets transferred under the Moab Uranium Millsite Transfer Agreement and thus there is no value for the estate.

23 Under the terms of the Plan and the Moab Uranium Millsite Transfer Agreement the Water Rights are transferred to the Reclamation Trust.

24 Liquidation value placed at $0.00 assets transferred under the Moab Uranium Millsite Transfer Agreement.

25 Funds held by the Debtor as of March 31, 1999. Assumes any liquidation took place on the same date. The actual liquidation value will be reduced by the funds expended for operations subsequent to March 31, 1999 and the date of liquidation.

26 Value reflects transfer of the $5,250,000 from the ACSTAR bonds to the Reclamation Trust under the MUMTA and that ACSTAR applies $190,000 from its collateral to outstanding premium charges, leaving a balance of $240,000.

27 Restricted cash is pledged to secure the Debtor's obligations to ACSTAR for the bonds. In a liquidation the restricted cash will be paid to ACSTAR and therefore is valued at 0.

28 Calculated based upon Atlas' pro rata share of the equity of APMI under the APMI Plan.

29 Calculated that Atlas' allowed claim against APMI is 95.6% of the allowed claims As discussed in APMI liquidation analysis, the values are calculated based upon a sale over 9 to 18 months. A sale by a Chapter 7 trustee may negatively affect the price.

30 Atlas believes that if it were liquidated that CAF would accellerate loan obligation of Arisur and foreclose upon its assets. The Loan Documents preclude Arisur from paying Atlas while it is in default of the provisions of the Loan AGreement.

Prepaid Expenses	119,773	0.00[31]
Investment in Arisur Inc.	6,500,000[32]	0.00[33]
Investment in Atlas Precious Metals	0.00[34]	0.00
Equity Interest in Suramco Metals, Inc.	0.00[35]	0.00
Title X Receivables (as of 3/31/99)	552,000[36]	552,000
ARD Receivable	150,000[37]	125,000[38]
CGL Insurance Recoveries	$1,300,000[39]	$975,000[40]
Office equipment, furniture and supplies	$15,000	$12,000[41]
TOTAL VALUE	15,211,118	4,056,160

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31 The prepaid expenses include prepaid insurance including directors and officers liability insurance which the Debtor amortizes. The Debtor does not believe that there is any net recoverable value in a liquidation.

32 Value placed on Arisur in schedules.

33 Atlas projects that in a liquidation, CAF will accellerate the loan and foreclose the Arisur assets leaving no value for the estate.

34 Under the APMI Plan Atlas ' stock interest is voided.

35 Valued at $0 since has no assets or business.

36 Under MUMTA Atlas retains Old Title X Receivables up to $675,000. The value of the receivable is $552,000.

37 Under MUMTA Atlas retains 50% of the ARD receivable. Atlas maintains that it is entitled to a disputed Title X claim for mill dismantling performed by American Reclamation and Dismantling Inc. Under the Plan Atlas projects that the recovery of its 50% interest will be $200,000 less legal fees of $50,000.

38 In a liquidation, the Debtor projects that there will be additional expenses associated with the collection of the ARD Receivable. The recovery will require assistance of individuals with knowledge of the complicated factual and accounting transactions associated with the collection. Under the Plan of Reorganization, the Debtor will retain the services of its officers on a consulting basis. In a liquidation, the Trustee would have additional expenses associated with consulting fees. Atlas has projected that a trustee would incur addition expenses of $25,000.

39 Debtor's claims against its comprehensive general liability policies are valued at $1,300,000 which is the lowest range estimated by Risk International less estimated costs of recovery of $200,000.

40 In a liquidation Atlas believes that there will be additional costs to recover on the Debtor's CGL policies. The claims will involve complex and technical factual data. Under the Plan, the Debtor will retain the services of Rich Blubaugh to assist in the recovery. The recovery by the Trustee will require the trustee to retain services of professionals to evaluate and reconstruct the data which the Debtor anticipates will cost an additional 25% of the recovery.

41 Value in a liquidation reduced by 20 percent for costs of sale.

In a liquidation, the assets will pay a trustee's fee estimated at 3%, the claims of the priority claimants, including the administrative expense claims estimated at $150,000 and the claims of the Class 2 wage claimants prior to calculation of amounts available to unsecured creditors. The secured creditors will retain their collateral. If the MUMTA is approved by the Court there will be some value for unsecured creditors in a liquidation. Atlas projects that the distribution to unsecured creditors in a liquidation with Court approval of the MUMTA after payment of trustee's fees will be approximately 16%. Atlas projects that the unsecured claims will increase in a liquidation to $23,453,000 by the following: (1) the claims of the asbestos plaintiffs estimated at $3.0 million, (2) the claims owing to the estate of AGMI of approximately $6,138,000, (3) the claims of Roy Shipes which were stipulated to be subordinated under a plan in the amount of $2,250,000, (4) the default interest and foreclosure costs of CAF estimated to be $300,000 and (5) a deficiency claim of U.S. Fire in the amount of $750,000. If the MUMTA is not approved there are administrative expense claims against the estate exceeding $120 million which eliminates any value for any lower priority class of claimants. Under the Plan, Atlas projects that the creditors will receive cash distributions of approximately 15 percent of their claims by the close of 1999 and stock interests worth approximately 80 percent of their claims. In a liquidation the estate loses all value from its interests in Arisur and the values from its claim against APMI are substantially diminished. The Plan is in the best interests of the creditors as it provides them with the assets they would obtain in a liquidation plus provides them with the opportunity to benefit from the development and increase in value of Arisur. In addition, there is the possibility of realizing value from their shares through a future merger or equity infusion into the estate.

B. LIQUIDATION ANALYSIS OF APMI

	Value as Scheduled	Liquidation Value
Gold Bar Property	275,000[42]	0.00[43]
Grassy Mountain	3,000,000[44]	1,350,000[45]
Security Deposits	17,478[46]	0.00[47]

[42] Assumes that the interests of APMI at Gold Bar are transferred for the assumption of the environmental liabilities associated with the exploration land of $275,000.

[43] Assumes in a liquidation that the Gold Bar property is seized by the holders of lien claims and environmental liabilities and therefore there is no value for the estate.

[44] Value from Schedules.

[45] Assumes Grassy Mountain liquidated for $1,500,000 less costs of sale of 10% netting $1,350,000. Sale assumes property marketed over a 9 to 18 month period. A more rapid sale by a Chapter 7 trustee will negatively affect the price received.

[46] Total security deposits including deposit for copier, and deposits with the Bureau of Land Management

[47] Valued at 0. In a liquidation it is assumed that the deposits will be offset against obligations of the Debtor.

Receivable from AGMI	1,546,734.84[48]	0.00[49]
Equity interest in AGMI	0.00[50]	0.00[51]
TOTAL VALUE	4,839,212.84	1,350,000

In a liquidation the funds collected will first pay the administrative expense claim held by Atlas in the amount as of March 31, 1999 of $36,728. The balance, $1,313,272 will be distributed to creditors on a pro rata basis. The claim of Atlas comprises 96% of the allowed claims. In a liquidation the creditors of APMI will receive approximately 6% of their outstanding claims. Under the Plan, the administrative expense claim will be paid leaving value of $4,802,484.84. The claims sharing on a pro rata basis as unsecured creditors against the estate total approximately $23,289,734. Under the Plan, the creditors will receive stock in the corporation and can liquidate the assets on a going concern basis.. The value of the company on a pro rata basis will be 21% of the claims, so creditors will be receiving stock in the Company with a going concern value of their interests of 21% as opposed to a liquidation where they would receive 6%. The APMI Plan is in the best interests of creditors as they will receive more in under the APMI Plan than they would in a liquidation.

C. LIQUIDATION ANALYSIS OF AGMI

	Value as Scheduled	Liquidation Value
Gold Bar Property	1,500,000[52]	0.00[53]
Eureka Trailer Park	$100,000	0.00[54]

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48 The claim is calculated based upon the claim of APMI against AGMI after setoff in the amount of $5,729,039 taking its pro rata share (82%) out of total claims of $6,984,676 of the available equity.

49 In a liquidation there is no value for creditors of AGMI.

50 The interests are voided under the Plan.

51 The assets of AGMI are insufficient to pay its obligations in full, thus there is no value to the stock.

52 AGMI projects that its interest in Gold Bar will be sold for $1,500,000 with the purchaser assuming the environmental reclamation liabilities.

53 In a liquidation, AGMI does not believe that the Gold Bar property has any or limited value. In a liquidation, AGMI estimates that the environmental reclamation claims will exceed any value for the estate. In addition, there are tax liens against the estate asserted by Eureka County to be $236,697.62.

54 AGMI estimates that in a liquidation that the trailer park will not have any value as it is subject to the tax liens of Eureka County and will be seized in satisfaction of the outstanding tax claims.

Cash & short term investments (as of 3/31/99)	$71,143[55]	0.00[56]
Restricted Cash - Norwest C.D.	0[57]	0.00[58]
Security Deposits	$5,150	0.00[59]
Receivable from Atlas	0.00[60]	0.00[61]
Mount Wheeler Power Capital Credits.	209,969[62]	167,975[63]
TOTAL VALUE	1,886,262	167,975

The liquidation value of the AGMI assets would be subject to a Chapter 7 Trustee's fee estimated at a blended rate of 5% for this analysis, netting $159,576 for the estate. The administrative claim of Atlas in the amount of $34,194 would be paid. The balance would be distributed among the unsecured creditors on a pro rata basis. The unsecured claims in the event of a liquidation would total $6,984,678 assuming that the Class 45(b) claim is first allowed to Gold Bar and that the claim of APMI is allowed as an unsecured claim. In a liquidation creditors would receive approximately 2 percent on their claims. Under the Plan, the creditors will receive stock in the corporation and can liquidate the assets on a going concern basis.. The value of the company on a pro rata basis will be 27% of the claims, so creditors will be receiving stock in the Company with a going concern value of their interests of 27% as opposed to a liquidation where they would receive 2%. The AGMI Plan is in the bests interests of creditors as they will receive more in under the AGMI Plan than they would in a liquidation.

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55 The proceeds of the sale of the Thickener equipment which is held in escrow pending resolution of the outstanding lien issues with Eureka County and Gerald E. Davis.

56 AGMI projects that the proceeds of the sale will be determined to be subject to the lien of Eureka county and in a liquidation will be used to pay a portion of the outstanding real property tax claims.

57 Pledged as security for the Letter of Credit issued by Norwest to secure the bonds issued by U.S. Fire. AGMI believes that the Letter of Credit has been called and the Certificate of Deposit offset against the liability.

58 In a liquidation the Certificate of Deposit will offset the liability to Norwest from the call on the Letter of Credit.

59 In a liquidation AGMI projects that the security deposits will be applied to outstanding claims.

60 Valued at $0. Plan provides that claim is offset against intercompany receivables.

61 There is no value to the AGMI receivable in a liquidation.

62 Capital Credits. Valued at a fifteen percent discount rate. Valued as of January 1, 1999.

63 Present Value discounted by 20% due to possibility of reduction for possible defaults in Agreement with Wheeler Power for liquidation.

XI. RISK FACTORS

Bankruptcy

Atlas, AGMI and APMI are seeking to reorganize their debts under Chapter 11 protection from their creditors. There are no guarantees that Atlas or its subsidiaries will succeed with their efforts to reorganize and emerge from Chapter 11.

Prices

Atlas' profitability has and continues to be significantly affected by metal prices. These prices may fluctuate widely and are affected by numerous factors beyond its control, including global and regional demand, production costs, transportation and smelting charges, political and economic conditions, the strength of the United States dollar and exchange rates.

Gold, lead, zinc and silver are products that can be easily sold on numerous markets throughout the world. It is not difficult to ascertain the market price for these metals at any particular time, and these metals can be sold to a large number of refiners or metal dealers on a competitive basis. Atlas and its subsidiaries normally sell their metal production through major dealers and in some cases may use hedging programs.

The ability of AGMI and APMI to sell Gold Bar and/or Grassy Mountain may also be significantly affected by metal prices.

Environmental Issues

Atlas and its subsidiaries are required to comply with various federal, state and local regulations relating to environmental matters at their properties. Atlas, AGMI and APMI are required to obtain permits from various governmental agencies in order to mine and mill metals. Atlas and its subsidiaries have obtained all of the necessary permits relating to their on-going operations. The Companies cannot anticipate whether increasing costs of environmental compliance for their properties will have a material adverse impact on planned operations or competitive position.

Competition

Atlas and its subsidiaries compete with substantially larger companies in the acquisition of properties and the production and sale of metals. Atlas does not believe that it or any other competitor is a material factor in these markets, and the price it receives for its production depends almost entirely upon market conditions over which it has no control. Atlas believes that it can promptly sell at current market prices all of the metals that it can produce.

Liquidity

Atlas expects that it will continue to incur losses in the near future, and that its return to profitability will depend on, among other things, its ability to reorganize under Chapter 11 and to finance additional development of its Bolivian operations. Atlas continues to generate limited cash flow at its Bolivian mines, the amount of cash flow available for acquisitions, investments, exploration and development is very limited. As a result, Atlas is carefully monitoring its discretionary spending while it seeks financing alternatives. There is no guarantee that Atlas will be able to obtain the necessary financing to enable it to return to profitability.

Mining and Processing

The Debtors' business operations are subject to risks and hazards inherent in the mining industry, including but not limited to unanticipated variations in grade and other geological problems, water conditions, surface or underground conditions, metallurgical and other processing problems, mechanical equipment performance problems, the unavailability of materials and equipment, accidents, labor force and transportation disruptions, unanticipated transportation costs and weather conditions, any of which can materially and adversely affect, among other things, the development of properties, production quantities and rates, costs and expenditures and production commencement dates.

Risk of International Operations

Many of the mineral rights and interests of the Debtors are subject to governmental approvals, licenses and permits. Such approvals, licenses and permits are, as a practical matter, subject to the discretion of the applicable governments or governmental officials. No assurance can be given that the Debtors will be successful in obtaining any or all of the various approvals, licenses and permits it seeks, that it will obtain them in a timely fashion, or that it will be able to maintain them in full force and effect without modification or revocation.

In certain countries in which Atlas has assets and operations, such assets and operations are subject to various political, economic and other uncertainties, including, among other things, the risks of war or civil unrest, expropriation, nationalization, renegotiation or nullification of existing concessions, licenses, permits, approvals, contracts, taxation policies, foreign exchange and repatriation restrictions, changing political conditions, international monetary fluctuations, and currency controls. In addition, in the event of a dispute arising from foreign operations, Atlas may be subject to the exclusive jurisdiction of foreign courts or may not be successful in subjecting foreign persons to the jurisdiction of courts in the United States. Atlas also may be hindered or prevented from enforcing its rights with respect to a governmental instrumentality because of the doctrine of sovereign immunity. It is not possible for Atlas to accurately predict such developments or changes in law or policy or to what extent any such developments or changes may have a material adverse effect on Atlas' operations.

Value of Stock

The Atlas, AGMI and APMI plans contemplate that stock will be issued to the unsecured creditors. AGMI and APMI are closely held corporations and there is no guarantee that creditors receiving stock in these companies will be able to sell that stock. Further, the stock will be subject to trading restrictions.

The unsecured creditors of Atlas will receive stock in Atlas corporation. The value of the stock is dependent upon market values which are subject to a number of factors including the general economy. There is no guarantee as to the value of the stock to be issued to the creditors nor to the ability of a creditor to sell the stock.

Impact of Year 2000

Atlas is in the process of reviewing the potential impact of the year 2000 on the ability of its and its third party supplier's computer systems to accurately process information that may be date sensitive. Programs that recognize a date using "00" as the year 1900 rather than the year 2000 could result in errors or system failures. Atlas' computer programs consist of canned software which will be upgraded by the manufacturer at minimal cost to Atlas in order to achieve year 2000 compliance internally. However, Atlas has not yet completed its assessment of the impact of the year 2000 on third parties upon which it relies and the related impacts to Atlas. Atlas places significant reliance on third parties for its power supply to operate its mining and milling operations and also on rail, trucking and shipping providers for the transport of its product. If this issue is not adequately addressed by these third party providers in a timely manner, it could result in a material financial risk to Atlas. Atlas has not adopted a contingency plan to address possible risks to its systems.

XII. CONSIDERATIONS IN VOTING ON THE CHAPTER 11 PLAN

A. OPERATIONS IN CHAPTER 11

Chapter 11 of the Bankruptcy Code permits the adjustment of secured debts, unsecured debts and equity interests. A Chapter 11 plan may provide less than full satisfaction of senior indebtedness and payment of junior indebtedness or may provide for return to equity owners absent full satisfaction of indebtedness so long as no impaired class votes against the Plan.

If an impaired class votes against the Plan, this does not necessarily make implementation of the Plan impossible so long as the Plan is fair and equitable, that class is afforded certain treatment defined by the Bankruptcy Code, and at least one impaired class of creditors votes to accept the Plan by a two-thirds majority in the dollar amount of claims voting and a majority in number of claims voting. In order to be fair and equitable with respect to the unsecured creditors, the Plan must either provide the creditor the full value of his claim or if he does not receive the full value of the claim, no junior class of creditor or interest holder may receive or retain anything on account of their claim or interest.

In the event a class is unimpaired, it is automatically deemed to accept the Plan. A class is unimpaired, in essence, if: (1) its rights after confirmation are the same as what existed (or would have existed absent defaults) before the commencement of the Chapter 11 case and any existing defaults are cured or provided for and the class is reimbursed actual damages; or (2) the allowed claims of the class are paid in full in cash as though matured.

If there is no dissenting class, the test for approval by a court of a Chapter 11 Plan (i.e. confirmation) is whether the Plan is in the best interests of creditors and is feasible. In simple terms, a Plan is considered by the Court to be in the best interest on creditors if the Plan will provide a recovery to the creditors of not less than they would obtain if the Debtor were liquidated and the proceeds of liquidation were distributed in accordance with the bankruptcy liquidation (Chapter 7 priorities). **In this case, the unsecured creditors under each Plan will receive more under the respective Plans than what they would receive in a liquidation and all senior classes of creditors are either unimpaired or have agreed to different treatment under the respective Plans.**

These determinations by the Court will occur at the hearing on confirmation after each Plan has been accepted by the creditors. The Court's judgment on these matters does not constitute an expression of the Court's opinion as to whether the respective Plans are good ones.

B. ALLOWED CLAIMS

While the respective Plans provide for certain payments on the Effective Date, such payments will only apply to allowed claims. Under the Bankruptcy Code, a claim may not be paid until it is allowed. A claim will be allowed in the absence of objection. Once an objection to a claim has been filed, the claim and objection thereto will be heard by the Court at a regular evidentiary hearing and allowed in full or in part or disallowed. While the Debtors bear the principal responsibility for claims objections, any interested party, including creditors, may file claim objections. Accordingly, payment of some claims may be delayed until objections to such claims are ultimately settled.

C. DISCLOSURE REQUIRED BY THE BANKRUPTCY CODE

The Bankruptcy Code requires disclosure of certain facts:

(a) There are no payments made or promises of the kind specified in Section 1129(a)(4)(A) of the Bankruptcy Code which have not been disclosed to the Court.

(b) **The Reorganized Debtors will remain in control of their assets after confirmation of the Plans for the purpose of operating the business of the Reorganized Debtors. The current management of the Debtor will remain in control of the Reorganized Debtors. The Shareholders of Atlas holding 1,000 shares or more will retain their interests if the Plan is confirmed by the consent of the creditors. The**

Shareholders interests in AGMI and APMI shall be voided. The Debtors believe that their continued control is in the best interest of all creditors as described in Section 1129(a)(5) of the Bankruptcy Code.

(c) After the confirmation, the Class 15 Interest Holders of Atlas will be allowed to retain their interests in the Debtor provided that the Plan is confirmed with the acceptance of the creditors.

XIII. CONCLUSION

The materials provided in this Disclosure Statement are intended to assist you in voting on the Plans of Reorganization in an informed fashion. Since, if the Plans are confirmed, you will be bound by their respective terms, you are urged to review this material and make such further inquiries as you may deem appropriate and then cast an informed vote on the Plans.

Dated this 30th day of April, 1999.

Respectfully submitted,

DEBTORS:

ATLAS CORPORATION

By:_____
Gregg Shafter, President

ATLAS GOLD MINING INC.

By:_____
Gregg Shafter, President

ATLAS PRECIOUS METALS INC.

By:_____
Gregg Shafter, President

SENDER & WASSERMAN, P.C.

By: _____

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ATTORNEYS FOR DEBTOR

ATLAS CORPORATION

FINANCIAL STATEMENTS

DECEMBER 31, 1998

EXHIBIT A

Item 8. Financial Statements and Supplementary Data

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Atlas Corporation
Consolidated Statements of Operations
(in thousands, except earnings per share)

	Year Ended December 31,		
	1998	1997	1996
Mining revenue	$ 5,109	$ 3,935	$ 578
Costs and expenses:			
Production costs	4,267	3,671	441
Depreciation, depletion and amortization	999	665	324
Impairment of mineral property (Note 4)	34	1,256	-
Shutdown and standby costs (Note 4)	355	446	1,232
General and administrative expenses	1,230	1,925	4,106
Exploration and prospecting costs	78	731	1,264
Gross operating loss	(1,854)	(4,759)	(6,789)
Other (income) and expense:			
Equity in loss of Vista Gold Corp. (Note 7)	-	-	2,721
Loss on asset held for sale (Note 7)	1,165	2,938	272
Loss on repurchase of debentures (Note 8)	-	6,589	-
Gain on curtailment of retirement plan (Note 15)	-	(655)	-
Income from joint venture agreement (Note 4)	(1,213)	(437)	-
Interest expense	593	939	1,201
Interest income	(308)	(380)	(473)
Other (income) expense, net	491	168	(125)
Loss from continuing operations before reorganization items, income taxes and extraordinary gain	(2,582)	(13,921)	(10,385)
Reorganization items:			
Gain on settlement of liabilities	10	-	-
Professional fees	(141)	-	-
Other	(17)	-	-
Loss from continuing operations before income taxes and extraordinary gain	(2,730)	(13,921)	(10,385)
Provision for income taxes (Note 17)	-	-	-
Loss from continuing operations before extraordinary gain	(2,730)	(13,921)	(10,385)
Loss from discontinued operations (Note 12)	-	(2,868)	-
Loss before extraordinary gain	(2,730)	(16,789)	(10,385)
Extraordinary gain (Note 8)	-	1,170	-
Net loss	$ (2,730)	$ (15,619)	$ (10,385)
Basic and diluted earnings per share of common stock (Note 16)			
Loss from continuing operations	$ (0.10)	$ (0.54)	$ (0.49)
Loss from discontinued operations	-	(0.11)	-
Extraordinary gain	-	0.04	-
Net loss	$ (0.10)	$ (0.61)	$ (0.49)
Weighted average common shares outstanding	27,434	25,811	21,015

See accompanying notes

Atlas Corporation
Consolidated Balance Sheets

(In thousands)

	December 31, 1998	December 31, 1997
Assets		
Current assets:		
Cash and cash equivalents	$ 4	$ 583
Accounts receivable – Trade	892	542
Title X receivable (Note 13)	675	1,100
Accounts receivable – Other	352	541
Asset held for sale (Note 7)	2,643	-
Inventories (Note 2)	914	965
Prepaid expenses and other current assets	13	37
Total current assets	5,493	3,768
Property, plant and equipment (Note 4)	59,205	60,427
Less: Accumulated depreciation, depletion, amortization and impairment	(47,032)	(46,027)
	12,173	14,400
Restricted cash and securities (Note 9)	6,181	6,208
Asset held for sale (Note 7)	-	3,000
Title X receivable (Note 13)	14,109	14,765
Other assets	82	175
	$ 38,038	$ 42,316
Liabilities		
Liabilities not subject to compromise:		
Current liabilities:		
Trade accounts payable (Note 10)	$ 980	$ 2,209
Other accrued liabilities (Notes 9 and 10)	1,161	2,189
Short-term debt (Notes 8 and 10)	3,233	6,017
Deferred gain on joint venture agreement	-	750
Current portion of estimated uranium reclamation costs (Note 13)	-	800
Total current liabilities	5,374	11,965
Long-term debt (Note 8)	1,216	1,917
Other liabilities, long-term (Notes 9 and 10)	3,512	27,903
Total long-term liabilities	4,728	29,820
Liabilities subject to compromise (Note 10)	30,089	-
Total liabilities	40,191	41,785
Commitments and contingencies (Notes 13, 14 and 15)		
Stockholders' equity (deficit) (Notes 5,6, 7 and 8)		
Common stock, par value $0.01 per share; authorized 100,000,000; issued and outstanding, 27,517,544 and 27,281,503, at December 31, 1998 and 1997 respectively	275	27,282
Capital in excess of par value	93,788	66,735
Deficit	(96,216)	(93,486)
Total stockholders' equity (deficit)	(2,153)	531
	$ 38,038	$ 42,316

See accompanying notes

Atlas Corporation
Consolidated Statements of Stockholders' Equity (Deficit)

(In thousands)

	Common Shares	Common Stock	Capital in Excess of Par Value	Deficit	Other	Total
Balance at December 31, 1995	20,035	$ 20,035	$ 69,248	$(67,482)	$ 342	$ 22,143
Issuance of common stock for purchase of Arisur Inc. (Note 7)	4,000	4,000	(750)	-	-	3,250
Shares issued to 401(k) plan	66	66	3	-	-	69
Interest on debenture (Note 8)	79	79	13	-	-	92
Unrealized loss on investment	-	-	-	-	(2,764)	(2,764)
Currency translation adjustment	-	-	-	-	(33)	(33)
Current year loss	-	-	-	(10,385)	-	(10,385)
Balance at December 31, 1996	24,180	24,180	68,514	(77,867)	(2,455)	12,372
Shares issued to 401(k) plan	74	74	(39)	-	-	35
Interest on debenture (Note 8)	40	40	(10)	-	-	30
Shares issued to Barrick (Note 4)	1,000	1,000	(500)	-	-	500
Shares issued to retire Exchangeable Debentures (Note 8)	1,501	1,501	(938)	-	-	563
Shares issued for payment of fees	294	294	(184)	-	-	110
Sale of Vista shares (Note 7)	-	-	-	-	2,455	2,455
Shares issued in settlement of pension obligation	193	193	(108)	-	-	85
Current year loss	-	-	-	(15,619)	-	(15,619)
Balance at December 31, 1997	27,282	27,282	66,735	(93,486)	-	531
Shares issued to 401(k) plan	118	118	(95)	-	-	23
Interest on debenture (Note 8)	118	118	(95)	-	-	23
Transfer of capital (Note 5)	-	(27,243)	27,243	-	-	-
Current year loss	-	-	-	(2,730)	-	(2,730)
Balance at December 31, 1998	27,518	$ 275	$ 93,788	$(96,216)	$ -	$ (2,153)

See accompanying notes

Atlas Corporation
Consolidated Statements of Cash Flows
(In thousands)

	Year Ended December 31,		
	1998	1997	1996
Operating activities:			
Net loss	$ (2,730)	$ (15,619)	$ (10,385)
Loss from discontinued operations	-	2,868	-
From continuing operations:			
Adjustments to reconcile loss to net cash used in operations (Note 11)	1,002	9,386	3,630
Changes in operating assets and liabilities (Note 11)	502	1,808	(2,010)
	(1,226)	(1,557)	(8,765)
Discontinued operations:			
Operating loss (net of tax)	-	(2,868)	-
Adjustments to reconcile income (loss) to net cash provided by (used in) operations:			
Increase in accrued liabilities	-	217	-
Decrease in other liabilities, long-term	-	(349)	-
Net increase (decrease) in estimated reclamation costs	256	3,365	(1,808)
	256	365	(1,808)
Net cash used in operations	(970)	(1,192)	(10,573)
Investing activities:			
Net cash expended in purchase of subsidiary	-	-	(3,676)
Cash released from escrow	-	-	10,000
Additions to property, plant and equipment	(479)	(1,847)	(1,286)
Investment in asset held for sale	(808)	(2,057)	(1,948)
Proceeds from joint venture agreement	-	1,500	-
Proceeds from sale of Vista Gold Corp.	-	76	5,527
Proceeds from sale of Dakota Mining Corporation	-	-	4,520
Proceeds from sale of equipment and reduction in other assets	1,663	563	-
Net cash provided by (used in) investing activities	376	(1,765)	13,137
Financing activities:			
Proceeds from borrowings on short term debt and line of credit	871	505	238
Repayment of short-term debt	(856)	(500)	(2,000)
Proceeds from the issuance of common stock	-	500	-
Proceeds from the issuance of long-term debt	-	2,300	-
Costs to repurchase Exchangeable Debenture	-	(287)	-
Net cash provided by (used in) financing activities	15	2,518	(1,762)
Increase (decrease) in cash and cash equivalents	(579)	(439)	802
Cash and cash equivalents at beginning of period	583	1,022	220
Cash and cash equivalents at end of period	$ 4	$ 583	$ 1,022

See accompanying notes

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. ACCOUNTING POLICIES

Basis of Presentation – Atlas is principally engaged in the exploration, development and exploitation of mineral properties. The accompanying financial statements have been prepared assuming that Atlas Corporation and its subsidiaries (the "Company ") will continue as a going concern. The Company filed for protection under the U.S. Bankruptcy code in September 1998 and has incurred operating losses of $2,730,000, $13,921,000, and $10,385,000 for the years ended December 31, 1998, 1997 and 1996 respectively. At December 31, 1998 the Company has a stockholders' deficit of $2,153,000. These considerations raise substantial doubt about the Company's ability to continue as a going concern. The financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classification of liabilities that may result from the outcome of this uncertainty.

Management's plans to alleviate the substantial doubt include the following:

As discussed below, the Company has filed for protection under Chapter 11 of the U.S. Bankruptcy Code. Through the sale of Cornerstone (Note 7), the Company has secured sufficient funds to continue to operate while it develops a plan for the reorganization of the Company. The primary focus of the plan will be a release from any future liability associated with the Uranium Millsite (Note 13). The Company is also seeking financing for development of its Andacaba Mine in order to increase operating cash flows. Finally, the Company is seeking to divest of its Gold Bar and Grassy Mountain properties and other non-core assets to generate additional cash for operations, and as partial satisfaction of its pre-petition liabilities.

On September 22, 1998, Atlas filed a petition for relief under Chapter 11 of the federal bankruptcy laws in the United States Bankruptcy Court for the District of Colorado. Under Chapter 11, certain claims against Atlas in existence prior to the filing of the petition for relief under the federal bankruptcy laws are stayed while Atlas continues business operations as debtor-in-possession. These claims are reflected in the December 31, 1998 balance sheet as "Liabilities subject to compromise." Additional claims (Liabilities subject to compromise) may arise subsequent to the filing date resulting from rejection of executory contracts, including leases, and from the determination by the court (or agreed to by parties in interest) of allowed claims for contingencies and other disputed amounts. Claims secured against Atlas's assets also are stayed, although the holders of such claims have the right to move the court for relief from stay. Secured claims are secured primarily by restricted cash of the Company and by performance bonds issued by insurance companies.

The Company's subsidiaries, Arisur Inc. ("Arisur"), Atlas Precious Metals Inc. ("APMI"), Atlas Gold Mining Inc. ("AGMI"), Suramco Metals, Inc. ("Suramco"), and Cornerstone Industrial Minerals Corporation ("Cornerstone") had not filed for protection under Chapter 11 as of December 31, 1998. Accordingly, liabilities associated with these subsidiaries are included in "Liabilities not subject to compromise" along with secured and post-petition liabilities of the Company. On January 26, 1999 APMI and AGMI filed for relief under Chapter 11. Cornerstone was sold in 1999 and the Company has no intentions to seek protection for Arisur.

Principles of Consolidation - The accompanying consolidated financial statements include the accounts of Atlas Corporation and all majority-owned subsidiaries. All significant intercompany balances and transactions have been eliminated.

Inventories - Inventories are recorded at the lower of average cost or net realizable value.

Property, Plant and Equipment - Property, plant and equipment are stated at the lower of cost, or estimated net realizable value. Depreciation of milling facilities and depletion of mining properties is determined by the units of production method. The Company regularly assesses its ability to recover the carrying value of its assets and recognizes an impairment when it is determined that unamortized costs cannot be recovered from undiscounted cash flows over the remaining project life. Leasehold improvements are amortized on a straight-line basis over the terms of related leases or, if shorter, estimated useful life.

Expenditures for maintenance and repairs are charged to operations as incurred. Expenditures for additions and major renewals are added to the property, plant and equipment accounts. Interest expense allocable to the acquisition or construction of capital assets and deferred mine development is capitalized until operations commence.

Foreign Currencies - The functional currency of all foreign subsidiaries is the U. S. Dollar. Gains and losses on foreign currency transactions are included in determining consolidated earnings/losses.

Development Properties - All properties identified as having the potential to add to proven and probable reserves, the direct costs of acquisition, exploration and development are capitalized as they are incurred. Determination as to reserve potential is based on results of feasibility studies, which indicate whether a property is economically feasible. After drilling has confirmed the shape and continuity of mineralization, initial feasibility studies are optimized. If production commences, these costs are transferred to deferred exploration and development costs and amortized against earnings using the units of production method. If a project is determined not to be commercially feasible, unrecovered costs are expensed in the year in which the determination is made.

Exploration Costs - The costs of exploration programs not anticipated to result in additions to reserves and other mineralization in the current year are expensed as incurred.

Mining Revenue - Revenues on base metals are recorded at the time of shipment.

Reclamation - Estimated reclamation, site restoration and closure costs for each mine are charged to operations over the expected life of the mine using the units of production method.

Income Taxes - The Company accounts for income taxes under Statement of Financial Accounting Standards No. 109, "Accounting for Income Taxes" ("SFAS 109"). SFAS 109 is an asset and liability approach that requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been recognized in the Company's financial statements or tax returns. In estimating future tax consequences, SFAS 109 generally considers all expected future events other than enactments of changes in the tax law or rates. Income tax accounting information is disclosed in Note 17 to the consolidated financial statements.

Cash Equivalents - The Company considers all highly liquid investments purchased with a maturity of three months or less to be cash equivalents.

Earnings per Share - Basic loss per share is computed by dividing loss applicable to common shareholders by the weighted-average number of common shares outstanding for the year. Diluted loss per share reflects the potential dilution that could occur if dilutive securities and other contracts to issue common stock were exercised or converted into common stock or resulted in the issuance of common stock that then shared in the earnings of the Company, unless the effect is to reduce a loss or increase earnings per share. The Company had no potential common stock instruments, which would result in diluted loss per share in 1998, 1997 or 1996.

Environmental Remediation Liabilities - The Company accounts for environmental remediation liabilities under Statement of Position 96-1 "Environmental Remediation Liabilities", which requires the accrual of environmental remediation liabilities when the criteria for Financial Accounting Standards Board Statement No. 5 "Accounting for Contingencies" are met.

Comprehensive Income - In June 1997, the Financial Accounting Standards Board issued Statement No. 130, "Reporting Comprehensive Income", which requires companies to classify items of other comprehensive income by their nature in a financial statement and display the accumulated balance of other comprehensive income separately from retained earnings and additional paid-in capital in the equity section of a statement of financial position. Statement No. 130 is effective for financial statements for fiscal years beginning after December 15, 1997. During 1998, 1997 and 1996 the Company had no items of comprehensive income; therefore adoption of this statement had no impact on the Company.

Segment Reporting - In June 1997, the Financial Accounting Standards Board issued Statement No. 131, "Disclosures about Segments of an Enterprise and Related Information", which establishes standards for the way that public business enterprises report information about operating segments in annual financial statements and requires that those enterprises report selected information about operating segments in interim financial reports. In addition, it establishes standards for related disclosures about products and services, geographic areas and major customers. Statement No. 131 is effective for financial statements for fiscal years beginning after December 15, 1997. The adoption of this statement does not have a significant effect on the Company's reported segments.

Pension Disclosures - In February 1998 the FASB issued SFAS No. 132, "Employer's Disclosures abut Pensions and Other Post Retirement Benefits," which standardizes the disclosure requirements for pensions and other post retirement benefit obligations. The Company adopted SFAS No. 132 during 1998. This statement has an impact on disclosures only.

Derivative Instruments - In June 1998, the FASB issued SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities". This statement is effective for fiscal years beginning after June 15, 1999. Currently, the Company does not have any derivative financial instruments and does not participate in hedging activities. Therefore, management believes that SFAS No. 133 will not have an impact on its financial statements.

Accounting Estimates in the Preparation of Financial Statements - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Reclassifications - Certain of the comparative figures have been reclassified to conform with the current year's presentation.

2. INVENTORIES

Inventories consisted of the following:

(In thousands)	December 31, 1998	December 31, 1997
Zinc and lead concentrates	$ 65	$ 91
Stockpiled ore	217	249
Materials and supplies	632	625
	$ 914	$ 965

3. FINANCIAL INSTRUMENTS

Financial instruments consist of the following:

	December 31,			
	1998		1997	
(In thousands)	Carrying Value	Fair Value	Carrying Value	Fair Value
Assets				
Short-term assets	$ 4,566	$ 4,566	$ 2,766	$ 2,766
Liabilities				
Short-term liabilities	5,374	5,374	11,965	11,965
Long-term debt	1,216	1,176	1,917	1,858

Short-Term Assets and Liabilities: The fair value of cash and cash equivalents, marketable equity securities, accounts receivable, accounts payable, other accrued liabilities and short-term debt approximates their carrying value due to the short-term nature of these instruments.

Long-Term Debt: The fair value of long-term debt is based primarily on the Company's current established refinancing rates of approximately 12%.

Liabilities subject to compromise: As a result of the Company's Chapter 11 filing, the fair value of certain liabilities subject to compromise cannot be determined at December 31, 1998.

4. PROPERTY, PLANT AND EQUIPMENT

December 31, 1998 (In thousands)	Acquisition Costs	Accumulated Depreciation, Depletion Amortization & Impairment	Net Book Value
Property and leaseholds	$ 5,347	$ 2,211	$ 3,136
Land improvements	5,741	5,741	-
Deferred exploration and development costs	6,041	3,847	2,194
Buildings and equipment	42,076	35,233	6,843
Total	$ 59,205	$ 47,032	$ 12,173

December 31, 1997 (In thousands)	Acquisition Costs	Accumulated Depreciation, Depletion Amortization & Impairment	Net Book Value
Property and leaseholds	$ 6,417	$ 1,983	$ 4,434
Land improvements	5,741	5,740	1
Deferred exploration and development costs	6,586	3,814	2,772
Buildings and equipment	41,683	34,490	7,193
Total	$ 60,427	$ 46,027	$ 14,400

In September 1996 the Company reacquired the Grassy Mountain property from Newmont Grassy Mountain Corporation for $206,000, a $500,000 note due September 1997 (Note 8) and assumption of a reclamation liability then estimated at $201,000. In December 1997 the Company signed an option agreement with Tombstone Explorations Company Ltd. ("Tombstone") granting Tombstone an exclusive option to purchase the Grassy Mountain property for $4 million. In 1998, Tombstone elected not to exercise the options and returned the property to Atlas. The Company had received $500,000 from this agreement in 1997 and 1998 which was applied to the capitalized cost of the property.

On October 25, 1995 the Company purchased the Doby George property from Independence Mining Company Inc. for the sum of $400,000 in cash plus 1.4 million shares of the Company's common stock. In September 1997 the Company executed a purchase agreement for the sale of the Doby George property to Western Exploration and Development Ltd. ("Western") which called for payments of $1,600,000 to be paid in installments through September 15, 1998. In June 1998, the Company agreed to an early payment discount of $40,000 bringing the net sales price to $1,560,000. As a result of the sale to Western, the Company recorded an impairment of mineral property of $34,000 and $1,256,000 in the accompanying consolidated statements of operations for the years ended December 31, 1998 and 1997, respectively.

During September 1994 the Company placed the Gold Bar mine on standby. During the years ended December 31, 1998, 1997 and 1996 the Company recorded $335,000, $446,000 and $1,232,000 respectively, of additional shutdown and standby costs. On June 6, 1997, Barrick Gold Exploration Inc. ("Barrick") completed the purchase from the Company of more than 90% of the Gold Bar claim block with an option to acquire the balance within two years. The Company received $1,000,000 in cash from Barrick and Barrick purchased one million Atlas common shares at $1 per share. Under the terms of the agreement, Barrick agreed to spend $3,000,000 on the property prior to June of 1999. At Barrick's election, on or before June 3, 1999, the balance of the Gold Bar property would be conveyed to Barrick and Atlas could elect either to receive an additional $15,000,000 in cash and retain a 2% net smelter royalty, or to participate with Barrick in the further exploration and development of Gold Bar as a 25% carried joint venture participant. If Atlas elected to participate as a joint venture partner, Barrick would spend a minimum of $15,000,000 on the project. If Barrick chose not to acquire the balance of the properties within the two year period, all of Barrick's interest in the Gold Bar properties will be reconveyed to Atlas.

In December 1998, the Company and Barrick mutually agreed to terminate the purchase agreement thereby returning the Gold Bar property to Atlas. Barrick agreed to pay the Company $150,000 in satisfaction of its remaining exploration obligations of approximately $300,000. The Company recorded the $150,000 along with the remaining unamortized gain on the original sale of $1,063,000 as income from joint venture agreement in the accompanying Consolidated Statements of Operations.

5. STOCKHOLDERS' EQUITY (DEFICIT)

The Company is authorized to issue 1,000,000 shares of preferred stock, par value $1 per share. The preferred stock is issuable in series, with designations, rights and preferences to be fixed by the Board of Directors. The Board of Directors has established a series of 200,000 shares of Series Preferred Stock designated Series A Junior Participating Preferred Stock ("Series A Preferred Stock"), no shares of which have been issued.

At the Company's annual meeting held on June 18, 1998, the stockholders of the Company approved an amendment to the Company's Restated Certificate of Incorporation increasing the number of authorized shares of common stock from 50,000,000 shares to 100,000,000 shares and reducing the par value of the Company's common stock from $1.00 to $0.01 per share. The amendment was filed with the Delaware Secretary of State and effective on August 13, 1998.

At December 31, 1998 there were 875,000 shares of common stock reserved for the conversion of an outstanding Convertible Debenture and 2,032,111 shares of common stock reserved for Option Warrants which are exercisable at a price of $15.625 per share and have no expiration date ("Perpetual Warrants"). Since December 31, 1995, no Perpetual Warrants have been issued or exercised. Also at December 31, 1998 there were 4,545,455 shares of common stock reserved for Option Warrants issued in connection with private placements, with the following terms and activity:

Date of issuance	Aug. 15, 1994	Dec. 14, 1994
Exercise price	$ 7.00	$ 7.00
Expiration date	Aug. 15, 1999	Dec. 15, 1999
Warrants issued and outstanding	3,243,405	1,302,050

6. EMPLOYEE INCENTIVE PLANS

The Company's Long Term Incentive Plan (the "LTIP") provides that key employees may be granted options to purchase common stock at the fair value of the shares on the date of grant. At a February 17, 1995 Meeting of Stockholders, the shareholders approved an amendment to the LTIP (i) to increase by 850,000 to 1,745,000 the number of shares authorized for issuance under the LTIP, (ii) to provide for the automatic grant to non-employee directors of the Company of awards of stock options under the LTIP and (iii) to reduce the minimum period prior to which an option may be exercised for all options granted after January 6, 1995 from one year to six months. Options are exercisable for a maximum of ten years from the date of grant and no options may be granted after July 31, 1999.

	Date Granted	Exercise Price	Shares
Granted	August 10, 1994	$ 4.750	122,500
Granted	January 6, 1995	2.125	80,000
Granted	January 6, 1995	4.500	450,000
Granted	January 6, 1995	3.000	83,000
Granted	January 6, 1995	4.000	83,000
Granted	January 6, 1995	5.000	84,000
Granted	May 19, 1995	2.000	235,000
Canceled			(815,000)
Balance outstanding as of July 1, 1995			1,117,000
Granted	July 12, 1995	1.875	40,000
Granted	August 10, 1995	2.000	225,500
Granted	December 13, 1995	1.500	20,000
Granted	December 15, 1995	2.000	7,800
Canceled			(347,000)
Balance outstanding as of December 31, 1995			1,063,300
Granted	June 21, 1996	1.500	200,000
Granted	October 8, 1996	1.000	20,000
Granted	November 1, 1996	1.000	651,000
Granted	November 5, 1996	1.000	100,000
Canceled			(692,500)
Balance outstanding as of December 31, 1996			1,341,800
Granted	January 15, 1997	1.000	35,000
Granted	August 15, 1997	1.000	100,000
Canceled			(336,500)
Balance outstanding as of December 31, 1997			1,140,300
Canceled			(287,800)
Balance outstanding as of December 31, 1998			852,500

Summary of options outstanding as of December 31, 1998:

Date	Exercise Price	Shares
January 6, 1995	$ 2.125	40,000
July 12, 1995	1.875	20,000
August 10, 1995	2.000	132,500
June 21, 1996	1.500	200,000
November 1, 1996	1.000	410,000
August 15, 1997	1.000	50,000
		852,500

The Company has elected to follow Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees" (APB 25) and related Interpretations in accounting for its employee stock options. Under APB 25, because the exercise price of the Company's employee stock options equals the market price of the underlying stock on the date of grant, no compensation expense is recognized.

During 1997 the Company authorized the grant of options to key personnel for 85,000 shares of the Company's stock, of which 35,000 expired in 1997. The remaining options granted have a 10 year term expiring August 15, 2007 and vest and become fully exercisable at the end of six months of continued service. During 1996 the Company authorized the grant of options to key personnel for up to 971,000 shares of the Company's common stock. Of these, 200,000 were granted with a two year term, expiring June 21, 1998 and fully vested and exercisable at time of grant. Also, there were 100,000 options granted with a two year term that expired November 5, 1998 and fully vested and exercisable at time of grant. All remaining options granted have 10 year terms expiring November 1, 2006 and vest and become fully exercisable at the end of six months of continued service. No options were granted in 1998.

Pro forma information regarding net income and earnings per share as required by Statement 123, has been determined as if the Company had accounted for its employee stock options under fair value method of that Statement. The fair value for these options was estimated at the date of grant using the Black-Scholes option pricing model with the following weighted-average assumptions for 1996 and 1997: risk-free interest rate of 5.09% and 5.71% respectively; dividend yields of 0.0%; volatility factor of the expected market price of the Company's common stock of 0.462; and a weighted-average expected life of the options of 4 years.

The Black-Scholes option valuation model was developed for the use in estimating the fair value of traded options, which have no vesting restrictions and are fully transferable. In addition, option pricing models require the input of highly subjective assumptions, including expected stock price volatility. Because the Company's employee stock options have characteristics significantly different from those of traded options, and because changes in the subjective input assumptions can materially affect the fair value estimate, in management's opinion, the existing models do not necessarily provide a reliable single measure of the fair value of its employee stock options.

For purposes of pro forma disclosures, the estimated fair value of the options is amortized to expense over the option's vesting period. The Company's pro forma information for the years ended December 31, is as follows (in thousands except for earnings per share)

	1998	1997	1996 (unaudited)
Pro forma net loss	$(2,734)	$(15,761)	$(10,589)
Pro forma earnings per share			
Basic	$(.10)	$(.61)	$(.50)
Diluted	$(.10)	$(.61)	$(.50)

A summary of the Company's stock option activity, and related information for the years ended December 31 follows:

	1998		1997		1996	
(In thousands)	Options	Weighted-Average Exercise Price	Options	Weighted-Average Exercise Price	Options	Weighted-Average Exercise Price
Outstanding-beginning of year	1,140	$ 1.27	1,342	$ 1.35	1,063	$ 3.45
Granted	-	-	135	1.00	971	1.10
Exercised	-	-	-	-	-	-
Forfeited	(288)	1.04	337	1.47	692	4.23
Outstanding-end of year	852	1.35	1,140	1.27	1,342	1.35
Exercisable at end of year	852	1.35	1,027	1.30	521	1.62
Weighted-average fair value of options granted during year	$ -		$ 0.09		$ 0.31	

Exercise prices for options outstanding as of December 31, 1998 ranged from $1.00 to $2.125. The weighted-average remaining contractual life of those options is 5.85 years.

7. INVESTMENTS

Investment in Vista Gold Corp.

On August 15, 1994 the Company completed the purchase from M.I.M. (Canada) Inc. of 12,694,200 common shares of Granges Inc. (predecessor to Vista Gold Corp., hereinafter referred to as "Vista") which represented 37.2% of the issued and outstanding shares of Vista. The purchase price was Cdn $4.00 per share (U.S. $2.80), or an aggregate purchase price of Cdn$50.8 million (U.S. $35.8 million).

On October 16, 1996 the Company sold 4,240,324 Vista common shares at $1.32 per share resulting in a net loss of $1.5 million. On June 25, 1997 the Company exchanged its remaining shares in Vista as partial consideration for the redemption of its Exchangeable Debentures (Note 8).

The Company reported the results of Vista's operations on the equity method from the acquisition date of August 15, 1994 until September 30, 1996. On October 1, 1996 as a consequence of the sale of the Vista common shares noted above, the Company changed its method of accounting for the Vista investment to the lower of cost or market basis.

A summarized Statement of Operations of Vista is presented below:

STATEMENT OF OPERATIONS (U.S. GAAP, U.S. Dollars, in thousands)		Nine Mo. Ended September 30, 1996 (unaudited)
Sales	$	26,062
Cost of sales		21,851
Depreciation, depletion & amortization		8,247
Income (loss) from mining operations	$	(4,036)
Net loss	$	(8,482)

Under the equity method, the Company recorded a loss of $2,721,000 for the nine months ended September 30, 1996.

In September 1995 the Company entered into an exploration joint venture agreement (the "Agreement") with Vista with respect to approximately 34 square miles of the Company's Gold Bar claim block. On January 8, 1997 the Company entered into an agreement with Vista to terminate the Agreement for a total cost of $450,000.

Investment in Cornerstone Industrial Minerals Corporation

On November 30, 1995 the Company purchased 12.2 million (51%) of the outstanding common shares of Phoenix Financial Holdings Inc. ("Phoenix") for an aggregate purchase price of Cdn. $1,781,200 at which time Atlas assumed control of the Phoenix Board of Directors. At a meeting of the shareholders on September 3, 1996 the shareholders of Phoenix approved a name change to Cornerstone Industrial Minerals Corporation ("Cornerstone").

On December 13, 1996 the Company and Cornerstone executed an agreement (the "Purchase Agreement") providing for the purchase by Cornerstone of all the issued and outstanding shares of Atlas Perlite, Inc., the Company's wholly owned subsidiary, the major asset of which is the Tucker Hill perlite project. As a result of the transaction, the Company increased its equity position in Cornerstone to 61%.

In December 1997, the Company made the decision to sell its interest in Cornerstone. As a result of this decision, the Company's investment in Cornerstone has been classified as an asset held for sale in the accompanying consolidated balance sheets at December 31, 1998 and 1997. The Company's losses related to Cornerstone of $1,165,000, $2,938,000, and $272,000 for the years ended December 31, 1998, 1997 and 1996, respectively, are included in loss on assets held

for sale in the accompanying consolidated statements of operations. The 1997 amount includes an impairment of the mill by Cornerstone of $1,331,000 and an additional charge by Atlas of $1,115,000 to adjust the asset to its estimated net realizable value. All prior periods have been restated to conform to the current year presentation.

In February 1999, the Company completed the sale of Cornerstone to Seven Peaks Mining Inc. for proceeds of approximately $2.9 million, less selling and holding costs of approximately $250,000.

Investment in Arisur Inc.

On October 8, 1996 the Company acquired Arisur, a Grand Cayman corporation which owns and operates the Andacaba, Don Francisco and Koyamayu mines located in southern Bolivia, South America. The acquisition was accounted for as a purchase under generally accepted accounting principles. Costs of acquisition in excess of Arisur's book value have been allocated to the mine and mill equipment, the known reserves of Arisur and the future exploration potential. The amortization of these costs will be over the estimated lives of the respective assets, and on the units of production method for the known reserves. Exploration potential will be amortized as reserves are delineated.

The following are pro forma results of operations as though Arisur had been acquired as of January 1, 1996 (in thousands):

	1996 (unaudited)
Mining revenues	$ 3,469
Production costs	(2,919)
Depreciation, depletion & amortization	(1,259)
Other costs	(10,198)
Net loss	$ (10,907)
Earnings per share	$ (0.45)

The results of operations of Arisur (from the date of acquisition to December 31, 1998) are consolidated into the Company's financial statements using the principles of consolidation discussed in Note 1.

8. CURRENT AND LONG-TERM DEBT

Long-term debt (In thousands)

	December 31,	
	1998	1997
Corporacion Andina de Fomenta [1]	$ 1,150	$ 1,917
Other	66	-
Total long-term debt	$ 1,216	$ 1,917

(1) The loan from Corporacion Andina de Fomenta is repayable in five equal semi-annual principal installments (May and November) plus outstanding interest. The loan bears interest at the six month LIBOR rate plus 4.5% (9.56% at December 31, 1998). Outstanding amounts are collateralized by certain property, plant and equipment of the Company with a carrying value of approximately $9,500,000.

On June 25, 1997 the Company completed a repurchase of its Exchangeable Debentures from the Debenture holders for 8,313,065 Vista shares and 1,500,928 new issue Atlas common shares. As a result of the transaction, the Company recorded in the accompanying consolidated statement of operations a loss on repurchase of Debentures of $6,589,000 and a related extraordinary gain from the sale of Vista shares of $1,170,000 for a combined net loss on the transaction of $5,419,000.

Short-term debt (In thousands)

	December 31,	
	1998	1997
Redeemable Convertible Debenture, due September 20, 1998, bearing interest at 9% (1)	$ -	$ 3,500
BHN Multibanca S.A. (2)	-	133
Advances on sales of concentrates (3)	1,089	968
Short-term loan (4)	-	300
Corporacion Andina de Fomenta (5)	767	383
Note payable – Newmont (6)	500	500
Seven Peaks Mining Inc. (7)	750	-
Other	127	233
Total short-term debt	$ 3,233	$ 6,017

(1) The Convertible Debenture was due on September 20, 1998, and was in default on the date the Company filed for protection under Chapter 11. It has been reclassified to liabilities subject to compromise at December 31, 1998.

(2) The note bears interest at 13% and was payable in monthly installments of $16,667 plus interest. The balance was paid off in 1998.

(3) Under the terms of its agreement with Glencore International AG for the sale of zinc/silver and lead/silver concentrates, the Company may take advances of up to 80% of the estimated value of the concentrates available for shipment via rail from the Company's warehouse in Potosi, Bolivia, and an additional 10% of this amount may be advanced once the concentrate is ready for shipment from port in Chile. Interest is payable on the advances at the "New York" prime rate plus 1.5% (9.0% at December 31, 1998).

(4) In June 1996 Arisur entered into an additional agreement with Glencore for a prepayment to be applied against future production in the original amount of $500,000. Interest was payable on the outstanding balance at the three-month LIBOR rate plus 1%. The balance was paid in full in 1998.

(5) See description under long-term debt above.

(6) The Note bearing interest at 10.5% was due on September 18, 1998 and is in default at December 31, 1998. The note is an obligation of APMI and, as such, will be reclassified in 1999 to liabilities subject to compromise (Note 1).

(7) The note bears interest at 10% and was repaid from the proceeds of the sale of Cornerstone in February 1999 (Note 7).

9. DETAILS OF CERTAIN BALANCE SHEET CAPTIONS

A summary of restricted cash and securities is as follows:

(In thousands)	December 31, 1998	December 31, 1997
Collateral for a $5,426,000 letter of credit (a) (c)	$ 5,431	$ 5,431
Collateral for a $1,500,000 Reclamation bond (b)	750	777
	$ 6,181	$ 6,208

(a) Securing $6,500,000 performance bonds related to the Company's uranium reclamation obligation.
(b) Securing $1,500,000 performance bonds related to the Company's Gold Bar reclamation obligation.
(c) Securing $1,764,000 performance bonds related primarily to the Company's Gold Bar reclamation obligation.

A summary of other accrued liabilities is as follows:

(In thousands)	December 31, 1998	December 31, 1997
Accrued compensation and benefits	$ 182	$ 409
Accrued exportation costs	472	264
Mine reclamation accrual	200	200
Accrued interest payable	210	166
Accrued asbestos reclamation costs	-	300
Other	97	850
	$ 1,161	$ 2,189

A summary of other liabilities, long-term is as follows:

(In thousands)	December 31, 1998	December 31, 1997
Long-term uranium reclamation costs (Notes 12 and 13)	$ -	$ 21,135
Pension and deferred compensation obligations	-	1,138
Mine reclamation accrual	3,064	3,064
Accrued post retirement benefit obligation (Note 15)	-	534
Other	448	2,032
	$ 3,512	$ 27,903

10. LIABILITIES SUBJECT TO COMPROMISE

Liabilities subject to compromise consisted of the following at December 31, 1998 (in thousands):

Accounts payable	$ 1,486
Accrued liabilities	1,671
Redeemable Convertible Debenture (Note 8)	3,500
Uranium reclamation liability (Notes 12 and 13) [1]	21,110
Accrued post retirement benefit obligation (Note 15)	485
Pension and deferred compensation obligations (Notes 14 and 15)	1,157
Other	680
	$ 30,089

[1] The uranium reclamation liability is partially secured by a $6,500,000 performance bond, which is partially secured by $5,431,000 of the Company's restricted cash.

In addition to the above, obligations of APMI and AGMI included in trade accounts payable of $227,000, other accrued liabilities of $227,000, short-term debt of $500,000 and other liabilities long-term of $3,064,000 will be reclassified to liabilities subject to compromise in January 1999 as a result of their Chapter 11 filings.

11. DETAILS OF CERTAIN STATEMENTS OF CASH FLOW CAPTIONS

The components of the adjustment to reconcile loss to net cash used in operations as reflected in the Consolidated Statements of Cash Flows are as follows:

	Year Ended December 31,		
(In thousands)	1998	1997	1996
Depreciation, depletion and amortization	$ 1,016	$ 808	$ 370
Equity loss in Vista Gold Corp.	-	-	2,721
Loss from assets held for sale	1,165	2,938	272
Loss on sale of Vista shares	-	57	1,439
Loss on repurchase of Debentures	-	6,589	-
Extraordinary gain	-	(1,170)	-
Impairment of mineral property	34	1,256	-
Gain on curtailment of retirement plan	-	(655)	-
Gain on sale of Dakota shares	-	-	(1,333)
Income from joint venture agreement	(1,213)	(437)	-
Other adjustments	-	-	161
	$ 1,002	$ 9,386	$ 3,630

	Year Ended December 31,		
	1998	1997	1996
Decrease (increase) in trade/other accounts receivable	$ (11)	$ (344)	$ 206
Decrease (increase) in inventories	51	(117)	(263)
Decrease (increase) in prepaid expense and other current assets	24	158	(84)
Decrease (increase) in other assets and restricted cash and securities	113	178	(1,003)
Increase (decrease) in trade accounts payable	256	766	(246)
Increase (decrease) in other accrued liabilities	689	423	(571)
Increase (decrease) in other liabilities, long-term	(620)	744	(49)
	$ 502	$ 1,808	$ (2,010)

Net cash required for operating activities reflects cash payments for interest and income taxes as follows:

(In thousands)	Year Ended December 31,	
	1998	1997
Interest (net of amount capitalized)	$ 511	$ 939
Income taxes	-	-

12. DISCONTINUED OPERATIONS

During 1997, as a result of continuing delays in the regulatory approval process and due to an anticipated increase in the scope of the final reclamation plan (Note 13), the Company recorded a charge of $3,000,000 representing an increase to its uranium reclamation liability. In addition, the Company recorded a charge of $217,000 related to the clean up at its former asbestos mine located near Coalinga, California and also recorded a gain of $349,000 related to coinsurance experience primarily related to the operations of the Company's Atlas Building Systems Division, which was sold in 1989.

The items above are included in the consolidated statements of operations under the heading "Income from discontinued operations". The following table summarizes the operating income (loss) of the discontinued businesses:

Period ended (In thousands)	Asbestos Mining & Milling	Uranium Reclamation Costs	Service & Other	Total
December 31, 1998	$ -	$ -	$ -	$ -
December 31, 1997	$ (217)	$ (3,000)	$ 349	$ (2,868)
December 31, 1996	$ -	$ -	$ -	$ -

The following is a summary of activity of provisions for loss from disposal of discontinued operations:

	Year Ended December 31,		
	1998	1997	1996
Balance beginning of period	$ 22,915	$ 18,704	$ 21,623
Additions:			
Charged to costs and expenses	-	3,217	-
Charged to other accounts	-	2,252	-
Deductions	(923)	(1,258)	(2,919)
Balance end of period	$ 21,992	$ 22,915	$ 18,704

13. COMMITMENTS AND CONTINGENCIES

Uranium Millsite, Moab Utah

The Company is obligated to decommission and reclaim its uranium millsite located near Moab, Utah. The Company discontinued its uranium operations and permanently shut down its uranium mill and mines in 1987, and estimated shut down expenses and reclamation costs were accrued. Title X of "The Comprehensive National Energy Policy Act" ("Title X"), enacted in October 1992, provides for the reimbursement of past and future reclamation expenses related to uranium sites operated under Atomic Energy Commission contracts. The Company's uranium reclamation costs are reduced by this Government cost sharing program since 56% of its tailings were generated under government contracts. The total estimated reclamation liability ($21,110,000) and current and future Title X receivables ($14,784,000) are shown separately in the accompanying 1998 consolidated balance sheets leaving a net liability to the Company of $6,326,000.

The Company has submitted five claims to the Department of Energy ("DOE") under Title X for reclamation costs incurred from the fiscal year ended June 30, 1980 through March 31, 1998. As of December 31, 1998, the status of the five claims is as follows:

Claim Date	Gross Claim Amount	Gross Amount Approved	Anticipated Reimbursement Receivable	Actual Reim-bursement Payments	Anticipated Balance Due
July 7, 1994	$ 4,999,000	$ 4,510,000	$ 2,530,000	$ 2,530,000	$ -
June 16, 1995	3,638,000	2,591,000	1,454,000	1,454,000	-
May 1, 1996	3,998,000	2,884,000	1,618,000	1,372,000	246,000
May 1, 1997	2,054,000	1,579,000	886,000	-	886,000
May 1, 1998	1,602,000	1,000,000[1]	561,000	-	561,000
Totals	$16,291,000	$ 12,564,000	$ 7,049,000	$ 5,356,000	$1,693,000

[1] Approval pending. Amount is estimated.

In addition to the above amounts, the Company includes in the Title X receivable in the consolidated balance sheet an amount equal to 56% of its future estimated reclamation costs.

Timing of the remaining payments for approved reimbursements is a function of Congressional appropriation of Title X funding.

On March 12, 1999, the Company completed negotiations for an agreement-in-principle that would absolve it from all future liability with respect to its uranium mill and tailings impoundment (the "Millsite") near Moab, Utah. The agreement was reached with the U.S. Nuclear Regulatory Commission ("NRC"), the State of Utah, ACSTAR (surety provider for Atlas) and Atlas' Unsecured Creditor's Committee after negotiations to avoid lengthy and expensive litigation over the future of the Millsite. The agreement is subject to approval by the Bankruptcy Court. As consideration for this release, Atlas has agreed to contribute certain Millsite related assets to a Trust to be controlled by the government. A definitive letter agreement is expected to be signed by the parties and submitted to the bankruptcy court for approval by April 1999. Elimination of this liability should coincide with confirmation of Atlas' plan of reorganization, possibly by late summer.

Legal Proceedings

On June 20, 1997 the Company was served with a Complaint in the matter of *Curt Goldschmidt and Ana Maria Goldschmidt (the "Goldschmidts) vs. Atlas Corporation; Suramco Metals, Inc.; Arisur Inc.; and Harold R. Shipes and Eileen A. Shipes* in the Superior Court of the State of Arizona. In December 1994 Suramco and Arisur purchased all of the shares of Cia Minera Andacaba S.A., which held mining properties in Bolivia. Subsequently, Atlas acquired both Suramco and Arisur. The Goldschmidts, the former owners of Cia Minera Andacaba S.A., asserted that the consideration under the purchase agreement was not paid in full and they were seeking damages in the amount of $800,000 plus expenses. Subsequent to the Arizona Complaint, in La Paz, Bolivia, the Goldschmidts initiated action to seek satisfaction of the purported damages. On June 25, 1998, the Company entered into a settlement agreement and mutual release of all claims (the "Settlement Agreement") with the Goldschmidts. The Settlement Agreement provided for the payment by the Company of $80,000 to the Goldschmidts on the date of signing of the Settlement Agreement. In addition, at the election of the Goldschmidts, the Company agreed to purchase from the Goldschmidts 2,000,000 shares of the Company's stock for $400,000 on September 11, 1998 and 250,000 shares of the Company's stock for $50,000 on December 11, 1998. In return the Goldschmidts released all claims against the Company, its subsidiaries and affiliates. The Company defaulted on payment of the $400,000 due on September 11, 1998.

On September 19, 1997 the Company filed a Complaint in U. S. Federal District Court in Colorado for breach of contract and for indemnity against H. Roy Shipes, et. al. ("Shipes Parties"). The Company claimed that the Shipes Parties are duty bound to defend and indemnify the Company as a result of the Goldschmidt claims against the Company (see above). The duty arose out of the contract with the Shipes Parties to sell Suramco to the Company. On October 1, 1997 the Shipes Parties filed a claim against the Company. The Complaint seeks damages for alleged misrepresentations in connection with the purchase of 50% of Arisur from the Shipes Parties.

On January 25, 1999, the Company, the Goldschmidts and the Shipes Parties executed a Settlement Agreement, which was approved by the Bankruptcy Court and closed in April 1999.

Under the terms of the agreement, the Company agreed to allow a general unsecured claim in its bankruptcy proceeding of $580,000 to the Shipes Parties and $450,000 to the Goldschmidts. In addition, the Shipes Parties will be allowed a subordinated unsecured debt claim of $2,250,000.

On January 30, 1998 a complaint was served on the Company in the matter of *Zonnie Marie Dandy Richards, the estate of Harold J. Richards, Sr. v. Texas Zinc, Vanadium Corporation of America, Atlas Corporation, and all affiliates joint venturers and assignees thereof,* in the District Court of the Navajo Nation, Kayenta District court. The Plaintiff alleged wrongful death of her husband as a result of his exposure to uranium and other heavy metals at a uranium millsite purportedly owned and operated by the Company. This case was dismissed in July 1998.

Other Commitments

Minimum future rental commitments under the Company's non-cancelable operating leases (primarily office rent) having a remaining term in excess of one year at December 31, 1998 are as follows:

Year ended December 31, (In thousands)		
1999	$	97
2000		96
2001		1
Total minimum payments required	$	194

Amounts charged to rent expense in the years ended December 31, 1998, 1997 and 1996 were $113,000, $213,000 and $201,000 respectively.

14. EMPLOYEE RETIREMENT PLANS

The Company has a trusteed and insured retirement plan (the "Plan") covering substantially all salaried employees. The Plan provides pension benefits that are based on final average compensation minus certain adjustments for primary social security benefits. The Company's funding policy for the Plan is to make at least the minimum annual contributions required by applicable government regulations. Plan assets are invested primarily in equity securities, corporate and government bonds and money market funds.

	Year Ended December 31,		
(In thousands)	1998	1997	1996
Components of net periodic benefit cost			
Service costs-benefits earned during the year	$ -	$ 9	$ 71
Interest cost on projected benefit obligation	407	433	451
Actual return on Plan assets	(763)	(1,043)	(700)
Net amortization and deferral	323	644	318
Net periodic benefit cost for the year	$ (33)	$ 43	$ 140

The following table sets forth the funded status of the Plan and amounts recognized in the Company's financial statements at December 31 (in thousands):

	1998	1997
Change in benefit obligation		
Benefit obligation at beginning of year	$ 5,917	$ 6,506
Service cost	-	9
Interest cost	407	433
Actuarial loss	233	146
Benefits paid	(869)	(1,047)
Effect of curtailment	-	(130)
Benefit obligation at end of year	5,688	5,917
Change in plan assets		
Fair value of plan assets at beginning of year	5,190	5,122
Actual return on plan assets	763	1,043
Employer contributions	-	72
Benefits paid	(869)	(1,047)
Fair value of plan assets at end of year	5,084	5,190
Funded status	(604)	(727)
Unrecognized net actuarial loss	267	341
Unrecognized prior service cost	(11)	(35)
Accrued benefit cost	$ (348)	$ (421)
Assumed discount rate	7.25%	7.25%
Expected return on plan assets	8.50%	8.50%
Assumed rate of increase in future compensation	N/A	5.0%

Effective March 1, 1997 the Company froze future benefit accruals under the Plan. Past benefits earned will not be affected by this freeze.

The Company has an Investment and Savings Plan to assist eligible employees in providing for retirement or other future financial needs. Employee contributions (up to 10% of their earnings) are matched in Company stock by the Company at a rate of 100% up to a maximum of 6% of the employee's earnings. In addition, the Company provides a 4% contribution for all eligible employees compensated on an hourly scale. The Company's contributions to this Plan in the years ended December 31, 1998, 1997 and 1996 were $26,000, $35,000 and $69,000, respectively.

15. OTHER POST RETIREMENT BENEFIT PLANS

In addition to the Company's defined benefit pension plan the Company has a defined benefit post retirement plan (the "Retirement Plan") covering most salaried employees. The Retirement Plan provides medical and life insurance benefits to retirees of the Company that meet certain qualifying criteria. The Retirement Plan is contributory, with retiree contributions adjusted annually, and contains other cost-sharing features such as deductibles and coinsurance. The accounting for the health care plans anticipates future cost-sharing changes to the written plan that

are consistent with the Company's expressed intent to increase the retiree contribution rate annually for the expected general inflation rate for that year. The Company's policy is to fund the cost of the post retirement health care benefits in amounts determined at the discretion of management. Effective December 15, 1997 the Company terminated the life insurance plan for all participants and also terminated the medical plan for all current employees, except for three individuals who were grandfathered. Retirees currently receiving medical benefits will continue under the plan. The change resulted in a curtailment gain of $655,500, which was recognized as income in the accompanying consolidated statement of operations for the year ended December 31, 1997.

The following summarizes the Retirement Plan's combined funded status reconciled with the amounts recognized in the Company's financial statements:

(In thousands)	Year Ended December 31, 1998	1997
Change in benefit obligation		
Benefit obligation at beginning of year	$ 229	$ 849
Service cost	2	12
Interest cost	17	55
Actuarial (gain)/loss	-	(38)
Benefits paid	(15)	(76)
Effect of curtailment	-	(573)
Benefit obligation at end of year	233	229
Fair value of plan assets	-	-
Funded status	(233)	(229)
Unrecognized net actuarial (gain)/loss	(227)	(255)
Unrecognized prior service cost	(16)	(18)
Prepaid/(accrued) benefit cost	(476)	(502)

(In thousands)	Year Ended December 31, 1998	1997
Components of net periodic post retirement benefit cost:		
Service cost	$ 2	$ 12
Interest cost	17	55
Net amortization and deferral	(30)	(34)
Net periodic post retirement benefit cost	$ (11)	$ 33

The weighted-average annual assumed rate of increase in per capita cost of covered benefits (i.e. health care cost trend rate) for the Retirement Plan is 8% for fiscal year 1999 and is assumed to decrease gradually to 5% in 2002 and remain at that level thereafter.

The health care cost trend rate assumption has a significant effect on the amounts reported. For example, increasing the assumed health care cost trend rates by one percentage point in each year would increase the accumulated post retirement benefit obligation for the medical plans as of

December 31, 1998 and 1997 by $24,000 and $24,000 respectively, and the aggregate of the service cost and interest cost components of net periodic post retirement benefit cost for December 31, 1998 by $3,000.

The weighted-average discount rate used in determining the accumulated post retirement benefit obligation was 7.25%, and 7.25% at December 31, 1998 and 1997, respectively.

16. EARNINGS PER SHARE

The following sets forth the computation of basic and diluted earnings per share:

	Year Ended December 31,		
(In thousands)	1998	1997	1996
Numerator:			
Loss from continuing operations	$ (2,730)	$ (13,921)	$ (10,385)
Denominator:			
Weighted average shares outstanding	27,434	25,811	21,015
Basic and diluted earnings per share	$ (0.10)	$ (0.54)	$ (0.49)

As described in Note 5, the Company has 875,000 common shares reserved for its Convertible Debenture and 6,577,566 shares reserved for option warrants exercisable at prices ranging from $7.00 to $15.625 per share. The Company also has 852,500 employee stock options outstanding at December 31, 1998 convertible into the Company's common stock (Note 6). These securities have not been included in the computation of diluted earnings per share because the exercise prices were greater than the average market price of the common stock and, therefore, the effect would be antidilutive.

17. INCOME TAXES

The Company's provision for income tax from continuing operations consists of the following:

	Year Ended December 31,		
(In thousands)	1998	1997	1996
Deferred	$ -	$ -	$ -
Current	-	-	-
Income tax expense	$ -	$ -	$ -

Deferred income taxes result from temporary differences in the timing of income and expenses for financial and income tax reporting purposes. The primary components of deferred income taxes result from exploration and development costs; depreciation, depletion and amortization expenses; impairments; and reclamation accruals.

The net deferred tax balances in the accompanying December 31, 1998 and 1997 balance sheets include the following components:

(In thousands)	December 31, 1998	1997
Deferred tax assets:		
Net operating loss ("NOL") carryovers	$ 7,277	$ 7,616
Capital loss ("CL") carryovers	2,176	1,738
Impairment of mineral properties	12,799	12,799
Reclamation accruals	2,449	2,484
Post retirement benefit accrual	219	250
Equity in unconsolidated subsidiary	2,129	1,700
Other	223	-
Total deferred tax assets	27,272	26,587
Deferred tax asset valuation allowance	(20,945)	(21,446)
Net deferred tax assets	6,327	5,141
Deferred tax liabilities:		
Depreciation, depletion and amortization	6,327	4,848
Deferred revenue	-	293
Total deferred tax liabilities	6,327	5,141
Net deferred tax balances	$ -	$ -

The change in the Company's valuation allowance is summarized as follows:

(In thousands)	Year Ended December 31, 1998	1997	1996
Valuation allowance, beginning of period	$ 21,446	$ 20,745	$ 52,031
Continuing operations	956	4,872	3,730
Discontinued operations	-	1,004	-
Extraordinary gain	-	(410)	-
Restriction of carryforwards	(1,365)	(5,182)	(34,950)
Other	(92)	417	(66)
	$ 20,945	$ 21,446	$ 20,745

A reconciliation of expected federal income taxes on income from continuing operations at statutory rates with the expense for income taxes is as follows:

(In thousands)	Year Ended December 31, 1998	1997	1996
Income tax at statutory rates	$ (956)	$ (4,872)	$ (3,730)
Increase in deferred tax asset valuation allowance	956	4,872	3,730
Income tax expense	$ -	$ -	$ -

At December 31, 1998 the Company has unused U.S. NOL carryovers of $107,345,000 which commence expiring in 1999, CL carryovers of $23,483,000 which commence expiring in 2001 and investment tax credit (ITC) carryovers of $62,000 which commence expiring in 1999. The Company also has alternative minimum tax credit (AMT) carryovers of $127,000, which can be

carried forward indefinitely, and Bolivian NOL carryovers of $2,781,000, which commence expiring in 1999. These carryovers are subject to restriction due to a change of ownership, as defined by U.S. tax laws, occurring on October 8, 1996 when the Company issued stock for the acquisition of Arisur (Note 7). Due to the change of ownership, utilization of the Company's NOL, ITC, CL and AMT credit carryovers existing as of October 8, 1996 is limited to offset approximately $858,000 of taxable income per year. At December 31, 1998 the Company has unrestricted U.S. NOL and CL carryovers of $7,250,000 and $6,217,000, respectively, which are available to offset future taxable income.

18. GEOGRAPHIC SEGMENTS

Financial information regarding geographic segments is set out below:

(In thousands)	Year Ended December 31, 1998	1997	1996
Revenue			
United States	$ -	$ -	$ -
Bolivia	5,109	3,935	578
Loss before income taxes			
United States	(2,365)	(13,257)	(10,117)
Bolivia	(365)	(664)	(268)
Provision for income tax	-	-	-
Loss from continuing operations	(2,730)	(13,921)	(10,385)
Income (loss) from discontinued operations	-	(2,868)	-
Loss before extraordinary gain	(2,730)	(16,789)	(10,385)
Extraordinary gain	-	1,170	-
Net Loss	$ (2,730)	$ (15,619)	$(10,385)

Balance Sheet	Dec. 31, 1998	Dec. 31, 1997
Assets:		
United States	$ 26,717	$ 30,342
Bolivia	11,321	11,974
	$ 38,038	$ 42,316

19. SIGNIFICANT CONCENTRATIONS

The Company sells all of its lead and zinc concentrates to Glencore International AG ("Glencore"), an international metal trader. Glencore sells the concentrates to various metal smelters throughout the world. Due to the liquid nature of the metals markets, the Company believes that it would be able to replace Glencore, if necessary, with minimal disruption to its operations.

INDEPENDENT AUDITORS' REPORT

Board of Directors and Stockholders
Atlas Corporation

We have audited the accompanying consolidated balance sheet of Atlas Corporation and subsidiaries as of December 31, 1998, and the related consolidated statements of operations, stockholders' equity (deficit) and cash flows for the year then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Atlas Corporation and subsidiaries as of December 31, 1998, and the results of their operations and their cash flows for the year then ended, in conformity with generally accepted accounting principles.

The accompanying consolidated financial statements have been prepared assuming that Atlas Corporation will continue as a going concern. As more fully described in Note 1, the Company filed for protection under Chapter 11 bankruptcy, has incurred recurring operating losses and has a stockholders' deficit. These conditions raise substantial doubt about the Company's ability to continue as a going concern. Management's plans with regard to these matters are also described in Note 1. The financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classification of liabilities that may result from the outcome of this uncertainty.

HORWATH GELFOND HOCHSTADT PANGBURN & CO.

Denver, Colorado
March 26, 1999

REPORT OF INDEPENDENT AUDITORS

THE BOARD OF DIRECTORS AND STOCKHOLDERS OF ATLAS CORPORATION

We have audited the accompanying consolidated balance sheet of Atlas Corporation and subsidiaries as of December 31, 1997, and the related consolidated statements of operations, stockholders' equity (deficit) and cash flows for the years ended December 31, 1997 and 1996. Our audits also included the financial statement schedule listed in the Index at Item 14(a). These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits. We did not audit the financial statements of Arisur Inc. a wholly owned subsidiary, which statements reflect total assets of $11,974,000 as of December 31, 1997 and total revenues of $3,935,000 and $578,000, for the years ended December 31, 1997 and 1996, respectively. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to data included for Arisur, Inc., is based solely on the report of the other auditors.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits and the report of other auditors provide a reasonable basis for our opinion.

In our opinion, based on our audits and the report of other auditors, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Atlas Corporation and subsidiaries at December 31, 1997, and the consolidated results of their operations and their cash flows for the years ended December 31, 1997 and 1996 in conformity with generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

The accompanying consolidated financial statements have been prepared assuming that Atlas Corporation will continue as a going concern. As more fully described in Note 1, the Company has incurred recurring operating losses and has a working capital deficiency. These conditions raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters, which include short-term financing and the sale of certain assets are also described in Note 1. The financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amount and classification of liabilities that may result from the outcome of this uncertainty.

/s/ Ernst & Young LLP

Denver, Colorado
March 20, 1998

To: Legal Representative in Bolivia of
Arisur Inc. (Bolivian Branch)
La Paz

1. We have examined the consolidated balance sheet of **Arisur Inc. (Bolivian Branch)** as of December 31, 1997 and the accompanying statements of profit and loss, accumulated results, and changes in the consolidated financial situation for the year then ended. These financial statements are the responsibility of Branch management. Our responsibility is to express an opinion on these Financial Statements based on our audit.

   We conducted our audit in accordance with international auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our examination provides a reasonable basis for our opinion.

2. In our opinion, the consolidated financial statements mentioned in the first paragraph, present fairly, in all material respects, the financial and equity position of **Arisur Inc. (Bolivian Branch)** as of December 31, 1997, the results of its operations, accumulated results and changes in financial position for the year ended on that date in conformity with international accounting standards.

3. As stated in Note 17 to the consolidated financial statements, **Arisur Inc. (Bolivian Branch)** and Compania Minera Andacaba S.A. are involved in a penal lawsuit. The prosecutor has asked for preventive measures, such as the temporary suspension of property rights, and the freezing of funds in the national financial system, which, until the presentation of these financial statements had not yet been executed by a local judge. In the judgement of the legal counselor, this matter exposes **Arisur Inc. (Bolivian Branch)** to a potential risk in the normal functioning of its operations, with the possibility of serious consequences in the future.

La Paz-Bolivia
March 9, 1998

La Paz, Bolivia, February 28, 1997

To the Legal Representative of
ARISUR INC. - Bolivian Branch
La Paz - Bolivia

1. We have audited the consolidated balance sheet of Arisur Inc. (Bolivian Branch) as of December 31, 1996 and the consolidated statements of operations, accumulated deficit and cash flow for the period of three months ended December 31, 1996. These financial statements are the responsibility of the Legal Representative's Branch. Our responsibility is to express an opinion on these financial statements based on our audit.

   We conducted our audit in accordance with generally accepted auditing standards. These standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by the Legal Representative, as well as evaluating the overall financial statement presentation.

2. In our opinion, the consolidated financial statements mentioned in the first paragraph, present fairly, in all material respects, the consolidated financial position of the Branch as of December 31, 1996 and the consolidated results of its operations and the change in its cash flow for the period of three months ended December 31, 1996 in accordance with generally accepted accounting principles.

3. As described in note 11 to the consolidated financial statements, the Branch is the defendant party in two coercitive judgments initiated by the National Social Institution. Both cases are in a phase of procedural transition as it was found out that there was duplication of the claim whereby both cases contribution is being claimed by the same parties. As a result, the Branch has asked for the accumulation of cases in order to determine the exact amount owed.

Juan Verna (Partner)
VERNA Y ASOCIADOS LTDA

Atlas Corporation
Cash Flow Projection
May 1, 1999 to December 31, 1999

30-Apr-99	May-99	Jun-99	Jul-99	Aug-99	Sep-99	Oct-99	Nov-99	Dec-99	Total
Arisur Operations									
Revenue	$ 308,868	$ 339,150	$ 365,250	$ 387,516	$ 411,132	$ 457,394	$ 485,417	$ 486,823	$ 3,241,550
Production costs, tranportation costs	(250,697)	(282,918)	(306,074)	(308,450)	(314,752)	(333,756)	(336,351)	(439,621)	(2,572,619)
Gross profit	58,171	56,232	59,176	79,066	96,380	123,638	149,065	47,202	668,930
Mining/Income taxes	(7,133)	(7,759)	(8,354)	(8,748)	(9,210)	(10,109)	(10,573)	(10,611)	(72,498)
Interest expense	(9,987)	(10,868)	(11,628)	(12,275)	(12,963)	(14,309)	(15,124)	(15,165)	(102,318)
Operating cash flow	41,051	37,606	39,194	58,042	74,207	99,220	123,369	21,426	494,115
Capital expenditures	-	-	-	(35,438)	(69,188)	(64,125)	(64,125)	(75,938)	(308,813)
Debt payments	(2,008)	(19,400)	(1,960)	(18,979)	(1,906)	(1,870)	(1,860)	(141)	(48,124)
Debt draws									-
Atlas Contribution	25,000	25,000	25,000	25,000	-	-	-	-	100,000
Other expenditures	-	(50,000)	(50,000)	(25,000)	(25,000)	(25,000)	(25,000)	-	(200,000)
Net cash flow - Arisur	64,043	(6,794)	12,234	3,626	(21,886)	8,225	32,384	(54,653)	37,178
Costs and expenses									
Corporate administration	(70,360)	(84,096)	(72,210)	(61,761)	(106,323)	(59,389)	(63,139)	(79,125)	(596,404)
AGMI - Gold Bar	(7,862)	(66,012)	(11,184)	(3,734)	-	-	-	-	(88,792)
APMI - Reno office, Grasy Mountain	(7,902)	(7,802)	(8,302)	(27,802)	(11,905)	(500)	(500)	(500)	(65,212)
Moab - care and compliance	(17,950)	(18,950)	(7,950)	(8,950)	(12,950)	-	-	-	(66,750)
Interest income	15,000	6,000	5,000	5,000	4,000	4,000	4,000	4,000	47,000
Operating expenditures	(89,074)	(170,860)	(94,646)	(97,247)	(127,178)	(55,889)	(59,639)	(75,625)	(770,157)
Other cash items:									
Grassy Mountain/Gold Bar sale	(15,000)	(15,000)			2,000,000				1,970,000
ARD claim recovery	(15,000)	(10,000)	(10,000)	(10,000)	(5,000)				(50,000)
Contribution to Arisur	(25,000)	(25,000)	(25,000)	(25,000)	-	-	-	-	(100,000)
Moab CGL insurance recovery	(5,000)	(7,000)							(12,000)
Cornerstone proceeds	50,000								50,000
Reorganization costs	(51,000)	(36,000)	(39,750)	(38,000)	(33,500)	(27,250)	(29,000)	(15,250)	(269,750)
Reorganization plan distributions:									
Class 2 creditors							(15,000)		(15,000)
Class 10 creditors								(1,583,253)	(1,583,253)
Total other	(61,000)	(93,000)	(74,750)	(73,000)	1,961,500	(27,250)	(44,000)	(1,598,503)	(10,003)
Total cash flow	(86,031)	(270,654)	(157,162)	(166,621)	1,812,436	(74,914)	(71,255)	(1,728,781)	(742,982)
Beginning cash balance	1,489,285	1,403,254	1,132,600	975,438	808,817	2,621,254	2,546,339	2,475,084	1,489,285
Ending cash balance	$ 1,403,254	$ 1,132,600	$ 975,438	$ 808,817	$ 2,621,254	$ 2,546,339	$ 2,475,084	$ 746,303	$ 746,303

EXHIBIT B

Atlas Corporation
General & Administrative Expense Projection
May 1, 1999 - December 31, 1999

4/30/99 7:24

Description	May-99	Jun-99	Jul-99	Aug-99	Sep-99	Oct-99	Nov-99	Dec-99	1999 Total
Salary & Benefits	$ 40,460	$ 40,460	$ 40,460	$ 34,811	$ 41,323	$ 24,323	$ 24,323	$ 24,323	$ 270,482
Insurance	-	12,136	-	-	30,000	-	-	13,136	55,272
Rent	7,600	7,600	7,600	7,600	7,600	2,667	2,667	2,667	46,000
Annual Meeting	-	-	-	-	-	10,000	10,000	10,000	30,000
Other Investor relations	2,500	3,000	2,500	3,000	2,500	2,500	3,000	2,500	21,500
Legal Fees	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	40,000
Accounting Fees	500	5,000	3,000	500	6,000	-	500	-	15,500
Recruiting & Relocation	-	-	-	-	-	-	-	-	-
Excise/Franchise Taxes	-	100	-	100	-	100	-	100	400
Office Administration	5,000	4,500	4,350	4,250	4,100	3,600	3,350	3,600	32,750
Directors Fees & Expenses	3,500	-	3,500	-	3,500	-	3,500	3,500	17,500
Travel & Entertainment	3,500	3,500	3,500	3,500	3,500	3,500	3,500	4,000	28,500
Other Professional services	1,200	1,700	1,200	1,700	1,200	6,700	6,200	6,700	26,600
Other Costs & Expenses	1,100	1,100	1,100	1,300	1,600	1,000	1,100	3,600	11,900
	$ 70,360	$ 84,096	$ 72,210	$ 61,761	$ 106,323	$ 59,389	$ 63,139	$ 79,125	$ 596,404

Atlas Gold Mining Inc.
Property Holding and Standby Costs
Cash Flow Projection

	May-99	Jun-99	Jul-99	Aug-99	Sep-99	Oct-99	Nov-99	Dec-99	Total
Salaries & Benefits	$ 4,700	$ 10,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,700
Leased Vehicle	3	3							6
Vehicle Service	150	-							150
Freight	50	50	25	25					150
Eureka County Taxes									-
Telephone	500	500	200	200					1,400
Office Machine Rental	294	294	294	294					1,176
Mt Wheeler Power	1,800	1,800	1,800	1,800					7,200
Heating Propane		2,000							2,000
Travel	-	1,000	1,000	1,000					3,000
Office Machine Repair	111	111	111	111					444
Trailer Park	254	254	254	254					1,016
Land Fees		50,000							50,000
Regulatory Fees			7,500	50					7,550
Cash Basis	$ 7,862	$ 66,012	$ 11,184	$ 3,734	$ -	$ -	$ -	$ -	$ 88,792

Atlas Precious Metals Inc.
Reno Office/Grassy Mountain
Cash flow projection

	May-99	Jun-99	Jul-99	Aug-99	Sep-99	Oct-99	Nov-99	Dec-99	Total
Salaries & Benefits	$ 5,897	$ 5,897	$ 5,897	$ 5,897	$ 10,000	$ -	$ -	$ -	$ 33,587
Rent	745	745	745	745	745				3,725
Leased Vehicle	540	540	540	540	540				2,700
Vehicle Service	100	100	100	100	100				500
Materials	50	50	50	50	50				250
Freight	20	20	20	20	20				100
Telephone	150	150	150	150	150				750
Office Machine Rental	100	100	100	100	100				500
Travel	-	-	500	-	-				500
Office Machine Repair	100	-		-					100
Land Holding Fees				20,000					20,000
Other	200	200	200	200	200	500	500	500	2,500
Cash total	$ 7,902	$ 7,802	$ 8,302	$ 27,802	$ 11,905	$ 500	$ 500	$ 500	$ 65,212

Atlas Corporation
Moab
Cash Flow Projection

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Description	May-99	Jun-99	Jul-99	Aug-99	Sep-99	Oct-99	Nov-99	Dec-99	1999 Total
Routine sampling and monitoring costs	$ 920	$ 1,920	$ 920	$ 1,920	$ 920	$ -	$ -	$ -	$ 6,600
Legal fees	10,000	10,000	-	-	-	-	-	-	20,000
On-site administrative costs									
Salary and benefits	5,000	5,000	5,000	5,000	10,000	-	-	-	30,000
Purchased electricity	1,200	1,200	1,200	1,200	1,200	-	-	-	6,000
Other	830	830	830	830	830	-	-	-	4,150
Moab total	$ 17,950	$ 18,950	$ 7,950	$ 8,950	$ 12,950	$ -	$ -	$ -	$ 66,750

Atlas Corporation
Cash Flow Projection
Five Year Plan

30-Apr-99	2000	2001	2002	2003	2004
Arisur Operations					
Revenue	$ 4,866,000	$ 7,334,000	$ 8,314,000	$ 8,314,000	$ 8,337,000
Production costs, tranportation costs	(3,330,000)	(4,844,000)	(5,101,000)	(5,077,000)	(5,092,000)
Gross profit	1,536,000	2,490,000	3,213,000	3,237,000	3,245,000
Mining/Income taxes	(103,000)	(151,000)	(343,000)	(501,000)	(520,000)
Interest expense	(130,000)	(471,000)	(403,000)	(335,000)	(267,000)
Operating cash flow	1,303,000	1,868,000	2,467,000	2,401,000	2,458,000
Capital expenditures	(2,664,000)	(1,130,000)	155,000	-	-
Debt payments	-	(682,000)	(682,000)	(682,000)	(682,000)
Debt draws	1,000,000	-	-	-	-
Atlas Contribution	325,000	-	-	-	-
Other expenditures					
Net cash flow - Arisur	(36,000)	56,000	1,940,000	1,719,000	1,776,000
Costs and expenses					
Corporate administration	(814,000)	(769,000)	(782,000)	(795,000)	(809,000)
AGMI - Gold Bar	-	-			
APMI - Reno office, Grasy Mountain	-	-			
Moab - care and compliance	-	-			
Interest income	67,000	63,000	39,000	96,000	145,000
Operating expenditures	(747,000)	(706,000)	(743,000)	(699,000)	(664,000)
Other cash items:					
Grassy Mountain/Gold Bar sale	-	-			
ARD claim recovery	200,000	-			
Contribution to Arisur	-	-			
Moab CGL insurance recovery	1,300,000	-			
Cornerstone proceeds	-	-			
Reorganization costs	-	-			
Reorganization plan distributions:	-	-			
Class 2 creditors	-	-			
Class 10 creditors	-	-			
Total other	1,500,000	-	-	-	-
Total cash flow	717,000	(650,000)	1,197,000	1,020,000	1,112,000
Beginning cash balance	746,303	1,463,303	813,303	2,010,303	3,030,303
Ending cash balance	$ 1,463,303	$ 813,303	$ 2,010,303	$ 3,030,303	$ 4,142,303

EXHIBIT C

Atlas Corporation
General & Administrative Expense Projection
Five Year Plan

4/30/99 7:24

Description	2000	2001	2002	2003	2004
Salary & Benefits	$ 321,200	$ 321,200	$ 333,750	$ 346,928	$ 360,764
Insurance	120,000	120,000	120,000	120,000	120,000
Rent	32,000	32,000	32,000	32,000	32,000
Annual Meeting	27,500	27,500	27,500	27,500	27,500
Other Investor relations	42,400	42,400	42,400	42,400	42,400
Legal Fees	40,000	40,000	40,000	40,000	40,000
Accounting Fees	36,000	36,000	36,000	36,000	36,000
Recruiting & Relocation	4,000	4,000	4,000	4,000	4,000
Excise/Franchise Taxes	300	300	300	300	300
Office Administration	29,500	29,500	29,500	29,500	29,500
Directors Fees & Expenses	44,000	44,000	44,000	44,000	44,000
Travel & Entertainment	49,500	51,000	48,000	54,000	54,000
Other Professional services	56,000	11,000	11,000	11,000	11,000
Other Costs & Expenses	11,600	10,100	13,100	7,100	7,100
	$ 814,000	$ 769,000	$ 781,550	$ 794,728	$ 808,564

ARISUR INC. - ANDACABA MINE - EXPANSION PROJECT
CASH PROJECTION - 1999 and YEARS 1 to 5 (2000 - 2004)

4/30/99 11:42	YEAR 0 (1999)	YEAR 1 (2000)	YEAR 2 (2001)	YEAR 3 (2002)	YEAR 4 (2003)	YEAR 5 (2004)
Mill Throughput - DMT	125,458	115,989	153,025	164,250	164,250	164,700
Head Grades						
% Pb	1.85	2.08	2.32	2.50	2.50	2.50
% Zn	6.99	6.36	6.44	6.50	6.50	6.50
oz Ag/t	6.35	6.60	7.42	8.00	8.00	8.00
Lead Concentrate						
Weight - dmt	2,136	2,690	4,016	4,675	4,675	4,688
% Pb	63.34	64.57	64.82	65.00	65.00	65.00
oz Ag/t	137.94	135.62	135.24	134.92	134.92	134.92
Recoveries						
% Pb	58.45	72.06	73.19	74.00	74.00	74.00
% Ag	36.97	47.62	47.84	48.00	48.00	48.00
Zinc Concentrate						
Weight - dmt	13,783	11,557	15,514	16,857	16,857	16,903
% Zn	46.68	47.31	47.42	47.50	47.50	47.50
oz Ag/t	22.44	23.85	25.61	27.28	27.28	27.28
Recoveries						
% Zn	73.36	74.11	74.63	75.00	75.00	75.00
% Ag	38.80	35.98	35.00	35.00	35.00	35.00
STATEMENT OF REVENUE & EXPENDITURE - $ U.S.						
Payables						
Lead Concentrate	$ 2,058,041	$ 2,685,552	$ 4,197,816	$ 4,883,191	$ 4,883,191	$ 4,896,570
Zinc Concentrate	6,243,904	5,871,275	8,383,289	9,233,314	9,233,314	9,258,611
Total	8,301,944	8,556,827	12,581,104	14,116,505	14,116,505	14,155,181
Deductions - treatment, refining, penalties						
Lead Concentrate	633,306	796,925	1,192,531	1,387,699	1,387,699	1,391,501
Zinc Concentrate	3,074,203	2,769,141	3,866,814	4,201,666	4,201,666	4,213,178
Allowance for Losses (2.5 %)	114,861	124,769	188,044	213,179	213,179	213,763
Total deductions	3,822,370	3,690,835	5,247,389	5,802,544	5,802,544	5,818,442
Net Revenue from Concentrates	4,479,575	4,865,991	7,333,715	8,313,962	8,313,962	8,336,739
Freight to Port						
Lead Concentrate	168,532	212,183	316,783	368,763	368,763	369,773
Zinc Concentrate	1,123,048	941,697	1,264,119	1,373,587	1,373,587	1,377,350
Total Freight	1,291,580	1,153,880	1,580,902	1,742,350	1,742,350	1,747,123
Net Sales Value	3,187,994	3,712,111	5,752,814	6,571,612	6,571,612	6,589,616
Unit Operating Costs	20.68	21.09	23.09	22.82	22.82	22.82
Total Operating Costs	2,594,789	2,445,897	3,533,347	3,748,185	3,748,185	3,758,454
Sales tax rebates - operating costs	(270,000)	(270,000)	(270,000)	(390,000)	(414,000)	(414,000)
Total Costs	2,324,789	2,175,897	3,263,347	3,358,185	3,334,185	3,344,454
Operating Profit	863,205	1,536,214	2,489,466	3,213,427	3,237,427	3,245,162
Mining/income taxes	(101,154)	(102,878)	(150,641)	(342,723)	(500,648)	(519,623)
Cash flow from operations	762,051	1,433,335	2,338,825	2,870,704	2,736,779	2,725,539
Interest expense						
On advances from Glencore - $1.372M - 9.5%	130,340	130,340	130,340	130,340	130,340	130,340
CAF	-	-	340,824	272,660	204,495	136,330
Other	10,000	-	-	-	-	-
Total interest	140,340	130,340	471,164	403,000	334,835	266,670
Cash flow from operations	621,711	1,302,995	1,867,661	2,467,705	2,401,944	2,458,869
Capital expenditures	(308,813)	(2,741,895)	(1,390,721)	-	-	-
Sales tax rebates - capital expenditures	-	78,063	260,905	154,525	-	-
SEPSA/Railroads	(300,000)	-	-	-	-	-
Atlas Corporation contribution	125,000	325,000				
Principal draws (reductions):						
CAF	-	1,000,000	(681,649)	(681,649)	(681,649)	(681,649)
Other	(94,374)	-	-	-	-	-
Total cash flow	$ 43,525	$ (35,837)	$ 56,196	$ 1,940,581	$ 1,720,295	$ 1,777,220

EXHIBIT D

ARISUR INC. - ANDACABA MINE - EXPANSION PROJECT
CASH PROJECTION - 1999 and YEARS 1 to 5 (2000 - 2004)

4/30/99 11:42	YEAR 0 (1999)	YEAR 1 (2000)	YEAR 2 (2001)	YEAR 3 (2002)	YEAR 4 (2003)	YEAR 5 (2004)
Income taxes						
Operating profit	$ 863,205	$ 1,536,214	$ 2,489,466	$ 3,213,427	$ 3,237,427	$ 3,245,162
Add capitalized development costs		250,000	500,000	500,000	500,000	500,000
Less:						
Interest	(140,340)	(130,340)	(471,164)	(403,000)	(334,835)	(266,670)
Capitalized interest	(191,667)	(299,911)	-	-	-	-
Estimated depreciation	(875,000)	(975,000)	(1,250,000)	(1,400,000)	(1,400,000)	(1,400,000)
Taxable income before NOL	(343,801)	380,963	1,268,302	1,910,427	2,002,592	2,078,492
Net operating loss - beginning	(1,845,000)	(2,188,801)	(1,807,839)	(539,537)	-	-
Taxable income	$ (2,188,801)	$ (1,807,839)	$ (539,537)	$ 1,370,891	$ 2,002,592	$ 2,078,492
Income tax	$ -	$ -	$ -	$ 342,723	$ 500,648	$ 519,623
Mining tax	101,154	102,878	150,641	168,779	168,779	169,242
CAF debt						
Beginning balance	1,916,667	2,108,333	3,408,244	2,726,595	2,044,947	1,363,298
Draws		1,000,000				
Interest - 10%	191,667	299,911	340,824	272,660	204,495	136,330
Repayments						
Interest			(340,824)	(272,660)	(204,495)	(136,330)
Principal			(681,649)	(681,649)	(681,649)	(681,649)
Ending balance	$ 2,108,333	$ 3,408,244	$ 2,726,595	$ 2,044,947	$ 1,363,298	$ 681,649
Metal prices used (in $U.S.):						
Lead	500	525	550	550	550	550
Zinc	1,000	1,100	1,150	1,150	1,150	1,150
Silver	5.00	5.25	5.50	5.50	5.50	5.50

ASSUMPTIONS

The plan of reorganization is approved essentially as set forth in the Disclosure Statement.

Class 3 creditors, IRS priority tax claims, do not exist and any other tax claims will be treated as Class 13 creditors as provided in the Disclosure Statement.

Grassy Mountain and Gold Bar are sold by the end of September for combined cash of $2 million. If Gold Bar is not sold, it is assumed that some other resolution of the property issue will be accomplished in order to reduce future cash outlays. In this event, $70,000 cash held by AGMI would be forfeited for payment of property taxes. If Grassy is not sold, there would be additional costs ($30,000 per year) to carry this property.

Atlas will fund Arisur a total of $125,000 in 1999 to help finance certain capital expenditures and debt payments at the operation.

Arisur/Atlas will reach an agreement with CAF for deferral of the 1999 and 2000 principal and interest payments and for extension of additional credit of $1 million to finance the mine expansion. Alternatively, a combination of deferral by CAF and investment from a third party will accomplish the same goal. In the event that this does not happen, Arisur could be subject to foreclosure by CAF.

Metal price assumptions:

	1999	2000	2001	2003	2004
Lead – per metric ton	$ 500	$ 525	$ 550	$ 550	$ 550
Zinc – per metric ton	$ 1,000	$ 1,100	$ 1,150	$ 1,150	$1,150
Silver – per ounce	$ 5.00	$ 5.25	$ 5.50	$ 5.50	$ 5.50

Current price levels (4/29/99)

Lead	$ 535
Zinc	$ 1,071
Silver	$ 5.36

American Reclamation and Dismantling claim appeal with the Department of Energy is successful and Atlas receives $200,000 in proceeds in 2000.

The Company successfully pursues the CGL insurance claims for costs incurred at Moab and receives $1 million in 2000. The Company anticipates that actual proceeds could be in the range of $1.3 million to $7 million.

The Moab Uranium Millsite Transfer Agreement with the NRC and the State of Utah is completed in its current form, and the assets are assigned to the trust in September 1999.

Z:pub/gbs/draft-assumptions#2

EXHIBIT E

Atlas Corporation
Consolidating Balance Sheet
9/30/99

Assets	Atlas	Arisur	Consolidated
Current assets:			
Cash	$ 2,570,000	$ 55,000	$ 2,625,000
Accounts receivable	-	1,068,000	1,068,000
Inventories	-	664,000	664,000
Other	1,225,000	7,000	1,232,000
Total current assets	3,795,000	1,794,000	5,589,000
Property, plant & Equipment	20,000	8,223,000	8,243,000
Accumulated depreciation & Amortization	-	(2,861,000)	(2,861,000)
	20,000	5,362,000	5,382,000
Intercompany receivable/(payable)	721,000	(721,000)	-
Other assets	-	58,000	58,000
Total assets	$ 4,536,000	$ 6,493,000	$ 11,029,000
Liabilities and stockholders' equity			
Current liabilities:			
Accounts payable	$ 1,748,000	$ 310,000	$ 2,058,000
Accrued liabilities	100,000	852,000	952,000
Short-term debt	-	1,127,000	1,127,000
Total current liabilites	1,848,000	2,289,000	4,137,000
Long-term liabilities:			
Long-term debt	-	2,133,000	2,133,000
Other long-term	200,000	435,000	635,000
Total long-term liabilities	200,000	2,568,000	2,768,000
Stockholders' equity:			
Common Stock/paid-in-capital	2,488,000	1,636,000	4,124,000
Retained earnings	-	-	-
Total stockholders' equity	2,488,000	1,636,000	4,124,000
Total liabilities and stockholders' equity	$ 4,536,000	$ 6,493,000	$ 11,029,000

EXHIBIT F

Atlas Corporation
Consolidating Balance Sheet
9/30/99

	Atlas	Arisur	Consolidated
Details of certain balance sheet captions:			
Other assets			
ARD claim appeal	$ 200,000		$ 200,000
CGL recovery	1,000,000		1,000,000
Other	25,000	7,000	32,000
	$ 1,225,000	$ 7,000	$ 1,232,000
Accounts payable			
Class 2 creditors	$ 15,000		$ 15,000
Class 10 creditors	1,583,000		1,583,000
Other	150,000	310,000	460,000
	$ 1,748,000	$ 310,000	$ 2,058,000
Accrued liabilities			
Concentrate export expense		$ 472,000	$ 472,000
Salary and benefits		159,000	159,000
Accrued Interest		142,000	142,000
Other	100,000	79,000	179,000
	$ 100,000	$ 852,000	$ 952,000
Short-term debt			
Glencore		$ 1,123,000	$ 1,123,000
Other		4,000	4,000
	$ -	$ 1,127,000	$ 1,127,000
Long-term debt			
CAF		$ 2,067,000	$ 2,067,000
Other		66,000	66,000
	$ -	$ 2,133,000	$ 2,133,000
Other Long-term liabilities			
Retiree medical liability	$ 200,000		$ 200,000
Accrued severance liability		435,000	435,000
	$ 200,000	$ 435,000	$ 635,000

EXHIBIT G

Atlas Corporation
Consolidated Income Statement
Period from October 1, 1999 to December 31, 2004

	Oct-99 to Dec-99	2000	2001	2002	2003	2004	Total
Revenue							
Mining Revenue	$ 1,430,000	$ 4,866,000	$ 7,334,000	$ 8,314,000	$ 8,314,000	$ 8,337,000	$ 38,595,000
Interest Income	12,000	67,000	63,000	39,000	96,000	145,000	422,000
Total revenue	1,442,000	4,933,000	7,397,000	8,353,000	8,410,000	8,482,000	39,017,000
Operating costs							
Production cash costs	(1,110,000)	(3,080,000)	(4,344,000)	(4,601,000)	(4,577,000)	(4,592,000)	(22,304,000)
Depreciation & amortization	(233,000)	(979,000)	(1,254,000)	(1,404,000)	(1,404,000)	(1,404,000)	(6,678,000)
General & administrative	(201,000)	(814,000)	(769,000)	(782,000)	(795,000)	(809,000)	(4,170,000)
Interest expense	(95,000)	(430,000)	(471,000)	(403,000)	(335,000)	(267,000)	(2,001,000)
Other costs	(73,000)	-	-	-	-	-	(73,000)
Total operating costs	(1,712,000)	(5,303,000)	(6,838,000)	(7,190,000)	(7,111,000)	(7,072,000)	(35,226,000)
Income before taxes	(270,000)	(854,000)	559,000	1,163,000	1,299,000	1,410,000	3,307,000
Income taxes	(31,000)	(103,000)	(151,000)	(343,000)	(501,000)	(520,000)	(1,649,000)
Net income/(loss)	$ (301,000)	$ (957,000)	$ 408,000	$ 820,000	$ 798,000	$ 890,000	$ 1,658,000

24

From: Maria Schwartz
To: Joseph Gray, Stephanie Martz, Stephen Burns
Date: Mon, Nov 15, 1999 7:53 AM
Subject: Fwd: Trust language

All-

This is the language from Keith Easten who, as I mentioned, stated that his "firm" does not have the corporate power to be a trustee. This statement was confirmed by Ms. Smith at Shaw Pitman (see my email from Friday). I haven't really done more than read the language. Perhaps we can discuss later today as PWC is anxious to sign on sooner rather than later and if this will be an impediment, we should let them know prompty. I have reviewed their proposal and it references in many places that PWC can do this or that, rather than indicating that a partner would 'hire' PWC to do this. PWC did say that they would try to accomodate us if we didn't want to go this way but Ms. Smith indicated that this would be almost an impossibility.

Maria

CC: John Surmeier, Myron Fliegel

From: <keith.e.eastin@us.pwcglobal.com>
To: OWFN_DO.owf5_po(MES)
Date: Fri, Nov 12, 1999 4:58 PM
Subject: Trust language

Maria: Attached(See attached file: Trust PP 11-12.doc) is some suggested language for inclusion in our powers section. This will allow Bill Abington to hire PWC to do work as though PWC were the Trustee itself.

Also you may want to refer to him as "William B. Abington (a Partner in PricewaterhouseCoopers LLP)" to reflect that the real firm in interest is PWC even though one of its partners is the actual Trustee.

Please call if you would like to discuss. Best regards. Keith

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This is the language to put in the powers section (4.04 et. seq.) or wherever else you think it appropriate.

(x) To employ investment counsel, accountants, consultants, agents, attorneys and other employees, either directly or indirectly, and irrespective of whether any person, firm or corporation so employed shall be a fiduciary hereunder and irrespective of whether any firm or corporation so employed shall be one in which a fiduciary hereunder shall be a partner, stockholder, officer, or director or shall have any interest, and to pay the usual compensation for such services (determined as hereafter provided) out of principal or income as may be deemed advisable by the Trustee.

Received: from igate.nrc.gov ([148.184.176.31])
by smtp (GroupWise SMTP/MIME daemon 4.1 v3)
; Fri, 12 Nov 99 18:11:31 EST
Received: from nrc.gov
by smtp-gateway SMTPœ id SAA24870
for <MES@nrc.gov>; Fri, 12 Nov 1999 18:11:56 -0500 (EST)
From: keith.e.eastin@us.pwcglobal.com
Received: by oak.us.pw.com; id SAA26559; Fri, 12 Nov 1999 18:11:43 -0500
Received: from moss.us.pw.com(10.9.16.183) by oak.us.pw.com via smap (4.1)
id xma025749; Fri, 12 Nov 99 16:59:50 -0500
Received: from intlnamsmtp20.us.pw.com ([10.9.16.181])
by moss.us.pw.com (PMDF V5.1-12 #U3018)
with SMTP id <0FL3009JWUM9UM@moss.us.pw.com> for MES@nrc.gov; Fri,
12 Nov 1999 17:03:46 -0500 (EST)
Received: by
intlnamsmtp20.us.pw.com(Lotus SMTP MTA v1.2 hotfix6 (702.3 8-27-1998))
id 85256827.0078AFA7 ; Fri, 12 Nov 1999 16:58:11 -0500
Date: Fri, 12 Nov 1999 15:58:06 -0600
Subject: Trust language
To: MES@nrc.gov
Message-id: <85256827.0078BAA6.00@intlnamsmtp20.us.pw.com>
MIME-version: 1.0
Content-type: multipart/mixed;
Boundary="0__=iE6n2sJYBXkMQg18jXIzPopFdNj2k6woWG9OX7VWcVRDnTMGal8jOeCy"
Content-disposition: inline
X-Lotus-FromDomain: AMERICAS-US@INTL

25

From: Maria Schwartz
To: Joseph Holonich
Date: Thu, Nov 18, 1999 3:42 PM
Subject: Atlas

Joe,

I spoke with Mike Fliegel who was also under the impression that you were calling Sinclair as you had something else to discuss with him as well. Also, you had said you would call a contact you have in EPA who does CERCLA stuff. Mike said he will be glad to call Sinclair but needs to hear that from you. The long and short of this is, as we discussed in the meeting the other day, we need Utah to have the time to review the fees from its own perspective and objective criteria so that by next Monday or Tuesday, we are in a position to call PWC and start some negotiation. Mike tends to go with the GSA numbers but if your contact in EPA indicates that trustees actually add a percentage to those sorts of figures, we need to consider that.

Joe Gray, Stephanie and I will be at a seminar tomorrow, so if you or Mike could get back to Steve, that would be great. Thanks.

Maria

CC: Joseph Gray, Myron Fliegel, Stephanie Martz, St...

26

From: Maria Schwartz
To: Joseph Gray, Stephanie Martz, Stephen Burns
Date: Tue, Nov 30, 1999 10:29 AM
Subject: Atlas trust

ll-

I faxed the language that Joe and I spoke about yesterday to Fred Nelson yesterday. I spoke with Fred first and he expressed that, like Easten, they would like this to be completed as soon as possible. I just spoke with Fred and he said that they had reviewed the language and that they are fine with it. That Bill Sinclair is anxious to get this signed too.

Keith Easten would like to add language to the trust so that it can be signed today (by noon) in "counterpart," that is, that Atlas would sign one copy while PWC's partner Abbington (who gets on a plane in NY at noon so won't be available until tomorrow if we don't do this by noon) would also sign a copy and they would exchange copies. This would put the trust in place by the time of the bankruptcy court hearing tomorrow. I have a call in to Bob Clark to find out the time of that hearing. (While on the subject of Bob Clark, I found him pleasant but pretty useless.) Stephanie is working on adding the counterpart language into the trust and editing par. 7.04 to reflect the revised language.

I did tell Keith that I understood that he would like to do this by noon but could make no committments as we needed to be sure we were all ok with the language on fees. I told Easten I would give him a call at least to let him know where things are, around 10:45.

Please see Mike Fliegel's email on the fee language. I may be missing something he is picking up on.

Is everyone ok with where we are at this point? Do you want to get this in the works for signature by noon??

Thanks.

Maria

From: Maria Schwartz
To: Stephen Burns
Date: Tue, Dec 7, 1999 9:55 AM
Subject: Re: Question of Corps of Engineers

Steve,

I spoke to Mike Fliegel (Atlas PM) and he said that NRC staff wouldn't be in touch with the Corps regarding this permit because it is something that, if necessary, the licensee would take care of. The chart in the EIS only points out the various permits, licenses, and approvals the licensee needs or may need to do the remediation/reclamation work as set forth in the license.

Mike said he has not been in touch with the Corps and doesn't know of other staff members who have, regarding Atlas.

Also - this morning I received the hard copy of the PWC rate schedule. This was sent to me (it is an original of two as the other was sent to Neilson of Utah). I believe this goes to be docketed?

Maria

27

From: Maria Schwartz
To: Myron Fliegel
Date: Fri, Dec 10, 1999 11:18 AM
Subject: Release agreement

Mike,

Note that you should also attach a copy of the Settlement Agreement to this document. For your concurrence page, OGC provides its NLO for this action. Please return this to me (call and I will come over an pick it up) as we will send this to Bob Clark who will get it where it needs to go. Thanks so much.

Maria

CC: Joseph Gray, Stephen Burns

RELEASE

THIS release is entered into and given this ____ day of _____, 1999, by the United States Nuclear Regulatory Commission ("NRC").

1. Whereas, ACSTAR Insurance Company ("ACSTAR") issued the following described surety bond on behalf of Atlas Corporation:

ACSTAR Bond No. 5652, Dated November 23, 1994,

issued with the NRC as Obligee, ATLAS as Principal, having a

penal sum of Six Million Five Hundred Thousand ($6,500,000)

Dollars Only, and concerning the decommissioning of mill tailings

operations at Moab, Utah, Uranium Millsite, (facility License

SUA-917) (hereinafter respectively "Bond" and "Moab Site").

2. Whereas, the NRC, ACSTAR, and Atlas, among others, reached an agreement concerning ACSTAR's liability under said Bond as reflected in that certain agreement known as the Uranium Millsite Transfer Agreement ("Agreement"), said Agreement having been approved by the United States Bankruptcy Court in the case In Re Atlas Corporation, Case No. 98 23331 DEC, ongoing in the United States Bankruptcy Court for the District of Colorado, a copy of which Agreement is attached hereto as Exhibit A and in incorporated herein by reference.

3. Pursuant to the terms of said Agreement ACSTAR was obliged to pay Five Million Two Hundred Fifty Thousand ($5,250,000) Dollars to the Reclamation Trust which is being established under the Agreement in full, final and complete discharge of ACSTAR's obligations under said Bond and related to the Moab Site on the effective date of Atlas Plan of Reorganization or December 31, 1999 - whichever comes first.

4. NRC hereby acknowledges that ACSTAR has paid Five Million Two Hundred Fifty ($5,250,000) Dollars to the Reclamation Trust, and in consideration of that payment and NRC's obligations under Paragraph 7 of the Agreement, NRC, for itself, its successors and assigns, by and through its undersigned authorized agent, does hereby fully, completely RELEASE and DISCHARGE ACSTAR, its officers, employees, agents, successors, assigns, insurers, reinsurers, and affiliates, of and from any and all liability, claims, damages or causes of action, whether known or unknown, discovered or undiscovered, existing or which may arise in the future, arising out of or connected in any way with the Bond, ACSTAR's handling of and adjustment of any claims under the Bond, and the Moab Site, and NRC does hereby

acknowledge and agree that the Bond is fully Released and Discharged.

5. This Release shall be construed according to the Laws of the State of Colorado.

The signatory hereto warrants his full authority to give and execute this Release for all purposes specified.

By: _____
Title:

STATE OF)
)
COUNTY OF)

Subscribed and sworn to before me this _____ day of _____, 1999, by the _____ as _____ of the U.S. Nuclear Regulatory Commission.

_____
Notary Public

My Commission Expires:

_____

From: Maria Schwartz
To: "keith.e.eastin@us.pwcglobal.com"@GATED.nrcsmtp
Date: Mon, Dec 13, 1999 9:41 AM
Subject: Release

Keith,

In order to finish up the paper work for the release of the ACSTAR funds, we would like to have an account to which this can be send. Would you please provide this information to the NRC's counsel for the bankruptcy, DOJ attorney Robert Clark. His direct line is 303-454-0112. Please provide him with whatever information he will require to complete this transaction.

Thanks so much.

Maria

28

From: Maria Schwartz
To: Joseph Gray, Stephen Burns
Date: Fri, Jan 7, 2000 10:13 AM
Subject: Atlas and PWC

Joe and Steve,

I spoke with Keith Eastin regarding his 'concern' about the reference in the Order to PWC rather than Abbington, as a partner in PWC. This concern specifically is addressed to page 3, par. 2 2nd sentence, which states that "PricewaterhouseCoopers LLP (Trustee) has agreed to undertake remediation..." He would like that to read that William B. Abbington, as a partner at PricewaterhouseCoopers LLP, has agreed to ..." He didn't express where the paranthetical needed to be but put behind Abbington, doesn't really capture the true flavor of things as it is Abbington as partner that is the trustee, and put behind Pricewaterhouse Coopers LLP makes it read pretty much as it reads now.

The long and short of it is, Keith would be happy with a short letter from the NRC stating that we understand that Abbington, as partner, is the Trustee. We can add to that, of course, that we understand that in the context of his relationship to PWC , i.e, it is not a stand-alone acknowlegement. In fact, he is happy with Abbington's name not being included where we put in the fact that we see PWC as qualified. And, as I said to him, it is PWC's qualifications that we are scrutinizing here, not Abbingtons.

Would you like me to write a short letter to address this for one of you to sign?

Also, there is a typo in the license, specifically: "PricewaterCoopers LLP" instead of PricewaterhouseCoopers LLP. I think Mike Fliegel can take care of this.

I spoke with Mike Lesar and he said none of this would warrant any kind of renotice or amended notice.

Maria

P.S. How about this morning's Post article?

A128

29

From: John Cordes
To: msn
Date: Tue, Jan 18, 2000 10:17 AM
Subject: Atlas

FYI - - from Friday's *Nuclear News Flashes* :

-ROUGHLY 10.5-MILLION TONS OF RADIOACTIVE MILL TAILINGS WOULD BE CLEANED up and removed from Atlas Corp.'s tailings pile in Moab, Utah under an agreement Energy Secretary Bill Richardson announced today. DOE said an undeveloped tract of land in its Naval Oil Shale Reserve in northeastern Utah would be returned to the Ute Tribe, which lost that land in 1916. A portion of any royalties from future oil production from the land would go into a fund to help clean up the nation's fifth-largest uranium mill tailings pile near Moab. DOE said it will seek the authority and funding from Congress to clean up the site; the clean up will be regulated by the NRC, which has appointed PricewaterhouseCoopers trustee to manage the work. Cost of the project has been estimated at $300-million. Atlas declared bankruptcy two years ago.

30

From: John Cordes
To: msn
Date: Thu, Feb 3, 2000 2:16 PM
Subject: Atlas news item

I thought you might be interested in the news item below.

Feb. 1

Bill Hedden, the Grand Canyon Trust's Utah conservation director, will receive the Project on Government Oversight's "Beyond the Headlines" award at the Mansion on O Street for his efforts to have uranium mill wastes removed from the banks of the Colorado River. Net proceeds will be shared by POGO and the Grand Canyon Trust. Tickets start at $35. Call 202-466-5539.

7 II Clark / Young / Fliegel (T7J8)
Holonich (T7J8) / Bumbly / AA / Chandler

31

ShawPittman

A Law Partnership Including Professional Corporations

DAVID C. LASHWAY
202.663.8412
david.lashway@shawpittman.com

April 6, 2000

By Facsimile and Overnight Mail

Ms. Sarah M. Fields
Post Office Box 143
Moab, Utah 84532

Re: *In the Matter of the Moab Reclamation Trust*, Dkt. No. 40-3453-MLA-4

Dear Ms. Fields:

In keeping with our pledge of March 28, 2000, to keep you abreast of activities concerning Source Material License SUA-917 that may be relevant to the above referenced hearing, I am enclosing a copy of a license amendment request filed by the Moab Reclamation Trust on March 31, 2000. The request calls for the amendment of various conditions in the license to reflect realistic dates for the completion of actions associated with the Final Reclamation Plan. As indicated in the request, the new dates are based on the advice of experts in fields related to actions required under the plan.

Should you have any questions or concerns regarding the request, do not hesitate to contact us.

Sincerely,

David C. Lashway

David C. Lashway
Counsel for the Trustee of the Moab Mill Reclamation Trust

Enclosure

cc: Hon. Charles Bechhoefer
Hon. Frederick J. Shon
Lisa B. Clark, Esq.

OGC-00- 001422

4/31

MOAB RECLAMATION TRUST

c/o William B. Abington
PricewaterhouseCoopers LLP
1201 Louisiana, Suite 2900
Houston, Texas 77002

March 31, 2000

VIA FEDERAL EXPRESS-PRIORITY
Mr. Thomas H. Essig, Chief
U.S. NUCLEAR REGULATORY COMMISSION
Uranium Recovery and Low-Level Waste Branch
Division of Waste Management
Office of Nuclear Material Safety & Safeguards
Washington, D.C. 20555-0001

Re: Moab Reclamation Trust - Source Material License SUA-917
Docket No. 40-3453
License Amendment Request

Dear Mr. Essig:

License SUA-917 was transferred to Moab Reclamation Trust (the "Trust") on December 30, 1999. The License was formerly held by Atlas Corporation ("Atlas"). At the time of the transfer, the Trust indicated that several of the dates for required actions set forth in the License were not capable of being met. This is the case due to the delays caused by the bankruptcy proceeding involving Atlas. The Trust has reviewed the License (Amendment No. 32) and noted below where amendments are requested.

License Condition 11: Statements, Representations and Organizational Structure
Change is requested. The Trust requests this change because the organization of the Trust is different from that of Atlas.

The last sentence of the first paragraph of Condition 11 now reads:

The mill site organizational structure shall be maintained as presented by submittal dated May 13, 1991, as revised by letter dated March 5, 1993.

The Trust requests that the last sentence of the first paragraph of Condition 11 be changed to read as follows:

The mill site organizational structure shall be maintained as represented by submittal dated March 30, 2000.

License Condition 27: Catchment Basin

Change is requested. The Trust does not store hazardous chemicals on its property, and therefore requests this License Condition be deleted. The current Condition 27 reads as follows:

27. The existing on-site catchment basin west of the S-X units shall be maintained in a condition and with enough remaining available capacity to assure the collection of any spillage of chemicals from hazardous chemical storage tanks within the graded area. Any storage tanks containing hazardous chemicals which are not located within the graded area shall be surrounded by individual containment dikes capable of containing all leakage.

The Trust requests that Condition 27 read as follows:

27. DELETED by Amendment No. 33.

License Condition 41: Reclaim Tailings Disposal Area

Change is requested. The Trust requests that Condition 41 be changed to reflect realistic dates for the completion of certain actions associated with the Final Reclamation Plan. Three deadlines were included in this Condition of the License as held by Atlas, but before commencement of their bankruptcy proceedings. Those proceedings delayed, and in some cases stopped work that could have resulted in compliance with the current terms of this Condition. Thus, compliance with all of the Terms of Condition 41 cannot be met or reasonably cannot be met by the dates currently set forth.

The Trust has retained experts in fields related to actions required in the Final Reclamation Plan. Those experts have advised the Trust that required activities contemplated in Condition 41 can be completed by the new dates reflected in the changes below.

Current Condition 41, Subparagraphs A and B read as follows:

A. The licensee shall commence dewatering the tailings in conformance with the U.S. Fish and Wildlife Service final biological opinion (FBO) of July 1998, Terms and Conditions 1.a. The licensee shall provide a design for the dewatering by December 31, 1999. The design should be such that dewatering can be completed by July 1, 2002.

B. The licensee shall provide, by May 1, 2000, a revision to the corrective action program identified in license condition 17.C that will meet ground-water standards within 7 years from the date of approval by NRC.

The Trust requests that Condition 41, Subparagraphs A and B be changed to read as follows:

A. The licensee shall commence dewatering the tailings in conformance with the U.S. Fish and Wildlife Service final biological opinion (FBO) of July 1998, Terms and Conditions 1.a. The licensee shall provide a design for the dewatering by June 30, 2000. The design should be such that dewatering can be completed by December 31, 2002.

B. The licensee shall provide, by March 31, 2001, a revision to the corrective action program identified in license condition 17.C that will meet ground-water standards within 7 years from the date of approval by NRC.

License Condition 42: Surety Arrangement

Change is requested. The Trust requests that Condition 42 be deleted. Pursuant to the agreement creating the Trust, all of the Trust's assets are to be used for activities associated with effectuation of the Final Reclamation Plan (referred to in Condition 41) and otherwise complying with the terms of the License. A surety arrangement thus would be meaningless. The cost of such surety would only deplete the Trust funds which could be used for tasks associated with the Final Reclamation Plan. The current Condition 42 is as follows:

42. The licensee shall maintain an NRC-approved financial surety arrangement, consistent with 10 CFR 40, Appendix A, Criteria 9 and 10, adequate to cover the estimated costs, if accomplished by a third party, for decommissioning and decontamination of the mill and mill site, for reclamation of any tailings or waste disposal areas, ground-water restoration as warranted and the long-term surveillance fee. Within 3 months of NRC approval of a revised reclamation/decommissioning plan, the licensee shall submit, for NRC review and approval, a proposed revision to the financial surety arrangement if estimated costs in the newly approved plan exceed the amount covered in the existing financial surety. The revised surety shall then be in effect within 3 months of written NRC approval.

Annual updates to the surety amount, required by 10 CFR 40, Appendix A, Criteria 9 and 10, shall be submitted to the NRC at least 3 months prior to the anniversary date which is designated as December 31 of each year. If the NRC has not approved a proposed revision to the surety coverage 30 days prior to the expiration date of the existing surety arrangement, the licensee shall extend the existing surety arrangement for 1 year. Along with each proposed revision or annual update, the licensee shall submit supporting documentation showing a breakdown of the costs and the basis for the cost estimates with adjustments for inflation, maintenance of a minimum 15 percent contingency fee, changes in engineering plans, activities performed, and any other conditions affecting estimated costs for site closure. The basis for the cost estimate is the NRC approved reclamation/decommissioning plan or NRC approved revisions to the plan. The previously provided guidance entitled "Recommended Outline for Site Specific Reclamation and Stabilization Cost Estimates," outlines the minimum considerations used by the NRC in the review of site closure estimates. Reclamation/decommissioning plans and annual updates should follow this outline.

Atlas' currently approved surety instrument, Performance Bond No. 5652 issued by the Acstar Insurance Company of New Britain, Connecticut in favor of the NRC, shall be continuously maintained in an amount no less than $6,500,000 for the purpose of complying with 10 CFR 40, Appendix A, Criteria 9 and 10, until a replacement is authorized by the NRC.

The licensee shall maintain a Stanby Trust (Trust) arrangement for the benefit of NRC. The currently established trust is with Norwest Bank of Colorado, N.A.

[Applicable Amendments: 5, 14, 16, 22, 24]

The Trusts requests that Condition 42 read as follows:

Condition 42: DELETED by Amendment No. 33.

License Condition 52: Roadway

Change is requested. The Trust requests this Condition be deleted because it no longer needs special roadways. Since Atlas completed its interim tailings stabilization program of covering the tailings with local soils and low-grade ore, exposed tailings do not exist and there are now many adequate roads to provide the access needed for dust control.

Condition 52 currently reads as follows:

52. A. Construction of a roadway toward the center of the tailings impoundment for use by mobile equipment in the application and inspection of binding agents for dust control and to provide access during initial reclamation activities, shall be in accordance with Atlas Corp's submittals dated July 14 and August 19, 1988.

B. Any proposed changes to the roadway or its uses, as described in Atlas Corp's July 14 and August 19, 1988 submittals, shall require prior approval of the NRC, in the form of a license amendment.

[Applicable Amendments: 2, 32]

The Trust requests that Condition 52 read as follows:

52. DELETED by Amendment No. 33.

License Condition 55: Site Reclamation

Change is requested. The Trust requests that Condition 55 be changed to reflect realistic dates for the completion of certain actions associated with the Final Reclamation Plan. Four deadlines were included in this Condition of the License as held by Atlas, but before commencement of their bankruptcy proceedings. Those proceedings delayed, and in some cases stopped work that could have resulted in compliance with the terms of this Condition. Thus, compliance with all of the Terms of Condition 55 cannot be met or reasonably cannot be met by the dates currently set forth.

Such delays were beyond the control of the Trust. The added risk to public health and safety and the environment as a result of the change request is believed to be relatively low since a temporary cover is in place on the tailings.

The Trust has retained experts in fields related to actions required in the Final Reclamation Plan. Those experts have advised the Trust that required activities contemplated in Condition 55 can be completed by the new dates reflected in the changes below. The Trust intends to proceed aggressively to complete the actions required *prior* to the new dates in order to protect human health and the environment pursuant to the mandate of the Subpart T Settlement Agreement reflected in Criterion 6A of Appendix A of 10 C.F.R. Part 40.

Current Condition 55, Subparagraphs A and B read as follows:

A. To ensure timely compliance with target completion dates established in the Memorandum of Understanding with the Environmental Protection Agency (56 FR 55432, October 25, 1991), the Licensee shall complete reclamation to control radon emissions as expeditiously as practicable, considering technological feasibility, in accordance with the following schedule:

1. Windblown tailings retrieval and placement on the pile –December 31, 2000.

2. Placement of the interim cover –Complete.

3. Placement of final radon barrier designed and constructed to limit radon emissions to an average flux of no more than 20 $pCi/m^2/s$ above background – December 31, 2000.

B. Reclamation, to ensure required longevity of the covered tailings and ground-water protection, shall be completed as expeditiously as is reasonably achievable, in accordance with the following target dates for completion.

1. Placement of erosion protection as part of reclamation to comply with Criterion 6 of Appendix A of 10 CFR Part 40 – December 31, 1999.

2. Projected completion of ground-water corrective actions to meet performance objectives specified in the ground-water corrective plan – July 31, 2006.

The Trust requests that Condition 55, Subparagraphs A and B be changed to read as follows:

A. To ensure timely compliance with target completion dates established in the Memorandum of Understanding with the Environmental Protection Agency (56 FR 55432, October 25, 1991), the Licensee shall complete reclamation to control radon emissions as expeditiously as practicable, considering technological feasibility, in accordance with the following schedule:

1. *Windblown tailings retrieval and placement on the pile –December 31, 2001.*

2. *Placement of the interim cover –Complete.*

3. *Placement of the final radon barrier designed and constructed to limit radon emissions to an average flux of no more than 20 $pCi/m^2/s$ above background – December 31, 2002.*

B. Reclamation, to ensure required longevity of the covered tailings and ground-water protection, shall be completed as expeditiously as is reasonably achievable, in accordance with the following target dates for completion.

1. *Placement of erosion protection as part of reclamation to comply with Criterion 6 of Appendix A of 10 CFR Part 40 – June 30, 2003.*

2. Projected completion of ground-water corrective actions to meet performance objectives specified in the ground-water corrective action plan – July 31, 2008.

Respectfully submitted this 30th Day of March, 2000

MOAB RECLAMATION TRUST

by William B. Abington, Trustee

MOAB RECLAMATION TRUST

c/o William B. Abington
PricewaterhouseCoopers LLP
1201 Louisiana, Suite 2900
Houston, Texas 77002

March 30, 2000
Mr. Thomas H. Essig, Chief
U.S. NUCLEAR REGULATORY COMMISSION
Uranium Recovery and Low-Level Waste Branch
Division of Waste Management
Office of Nuclear Material Safety & Safeguards
Washington, D.C. 20555-0001

Re: Moab Reclamation Trust - Source Material License SUA-917
Docket No. 40-3453 - Organization of Licensee

Dear Mr. Essig:

License SUA-917 was transferred to Moab Reclamation Trust on December 30, 1999. The License was formerly held by Atlas Corporation. We are forwarding our request for changes in the License along with this letter.

One of the changes requested is to Condition 11 of the License, specifically the last sentence in the first paragraph dealing with organization of the Licensee. The change request refers to a submittal dated March 30, 2000. This is that submittal.

The organization of the Moab Reclamation Trust is as follows:

MOAB RECLAMATION TRUST
William B. Abington, Trustee, a Partner of
PricewaterhouseCoopers LLP
Houston, Texas

Project Director
Houston, Texas

Radiation Control Coordinator
Moab, Utah

Site Coordinator
Moab Utah.

At the present time, Keith Eastin is the Project Director and Dale Edwards is the Radiation Control Officer. The position of Site Coordinator will be filled as significant operational work commences in July or August 2000.

MOAB RECLAMATION TRUST

by William B. Abington, Trustee

UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

OFFICE OF THE
GENERAL COUNSEL

June 2, 1999

Administrative Judge
Charles Bechhoefer
Atomic Safety and Licensing Board
Mail Stop: T 3F23
U.S. Nuclear Regulatory Commission
Washington, D.C. 20555

Administrative Judge
Frederick J. Shon
Special Assistant
Atomic Safety and Licensing Board
Mail Stop: T-3F23
U.S. Nuclear Regulatory Commission
Washington, D.C. 20555

In the Matter of
ATLAS CORPORATION
Moab, Utah Facility
(Amendment of License Condition (LC) 55 B. (2),
Source of Material License SUA-917)
Docket No. 40-3453-MLA-4

Dear Administrative Judges:

Enclosed for your information is a copy of the Staff's approval of the revised reclamation plan for Atlas and of an extension of the projected date for completion of groundwater corrective actions.

Sincerely,

Lisa Clark

Lisa B. Clark
Counsel for NRC Staff

Enclosure: As stated

cc w/encls:

Richard Blubaugh
Sarah Fields
Office of the Secretary (2)

Adjudicatory File (2)
Atomic Safety and Licensing Board
Office of Commission Appellate
Adjudication

UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

May 28, 1999

Mr. Richard E. Blubaugh
Vice President of Environmental
and Government Affairs
Atlas Corporation
370 Seventeenth Street, Suite 3140
Denver, CO 80202

SUBJECT: APPROVAL OF REVISED RECLAMATION PLAN AND EXTENSION OF MILESTONE DATE IN LICENSE SUA-917 FOR THE MOAB, UTAH, URANIUM MILL - AMENDMENT NUMBER 30

Dear Mr. Blubaugh:

The U.S. Nuclear Regulatory Commission (NRC) staff is amending License Conditions (LCs) 41, 55, and 56 of Source Material License Number SUA-917, for the Moab, Utah, uranium mill site. LC 41 is being modified to require reclamation of the tailings disposal area in accordance with Atlas Corporation's October 1996 reclamation plan, with additional specified conditions. LC 55B.(2) is being modified to revise the projected date for completion of ground-water corrective actions to July 31, 2006. LC 56 is being modified to reflect a change in NRC's organization.

By letter dated August 2, 1988, Atlas submitted a revised reclamation plan, to supersede the May 1981 plan identified in LC 41, for NRC's review and approval. After extensive review and interaction between NRC and Atlas and considerable public involvement, Atlas submitted a modified version, "Final Reclamation Plan, Atlas Corporation Uranium Mill and Tailings Disposal Area," in October 1996. The staff's assessment of the plan's compliance with NRC regulatory requirements is contained in NUREG-1532, "Final Technical Evaluation Report for the Proposed Revised Reclamation Plan for the Atlas Corporation Moab Mill," March 1997 and Supplement 1 to NUREG-1532, April 1999. The environmental impacts of the proposed reclamation were evaluated in NUREG-1531, "Final Environmental Impact Statement Related to Reclamation of the Uranium Mill Tailings at the Atlas Site, Moab, Utah," March 1999. Copies of those documents were sent to you previously.

By letter dated March 2, 1999, NRC identified 7 conditions that we would require Atlas to commit to in order for us to amend LC 41. By letter dated April 15, 1999, Atlas agreed to the conditions with revisions to two dates specified in the conditions. Those revised dates are based on the projected schedule of the Atlas bankruptcy proceeding and are acceptable to NRC. The revision to LC 41, therefore, contains the conditions identified in the March 2 letter with the dates modified to those in Atlas' April 15 letter.

By letter dated December 22, 1998, Atlas requested that the date, in LC 55B.(2), for the projected completion of ground-water corrective actions, be extended. The enclosed Technical Evaluation Report (TER) contains NRC's assessment of the licensing action and the

TECHNICAL EVALUATION REPORT

DOCKET NO. 40-3453 LICENSE NO. SUA-917

LICENSEE: Atlas Corporation

FACILITY: Atlas Moab Uranium Mill

PROJECT MANAGER: Myron Fliegel

TECHNICAL REVIEWER: Myron Fliegel

SUMMARY AND CONCLUSIONS:

By letter dated December 22, 1998, Atlas Corporation (Atlas) submitted a request to amend License Condition 55 (LC 55) of Source Material License No. SUA-917. LC 55 lists the completion dates for reclamation milestones established as targets in the Memorandum of Understanding (MOU) with the U.S. Environmental Protection Agency (EPA) (56 FR 55432, October 25, 1991). Atlas requested that the license date for projected completion of ground-water corrective actions in LC 55B.(2) be changed from December 31, 1998, to a date pursuant to the reasonable and prudent alternative and mitigative measures stipulated by the U.S. Fish and Wildlife Service (FWS) in the Biological Opinion issued to NRC on July 31, 1998. The staff recommends that the license be amended to identify the projected completion of ground-water corrective actions by July 31, 2006.

DESCRIPTION OF LICENSEE'S AMENDMENT REQUEST:

The licensee requested that the date in LC 55B.(2) for the projected completion of ground-water corrective actions to meet performance objectives specified in the ground-water corrective action plan (CAP) be revised pursuant to the reasonable and prudent alternative and mitigative measures stipulated in the Biological Opinion issued to the NRC by the FWS on July 31, 1998. Reclamation milestones in the MOU with EPA are in License Condition 55.

TECHNICAL EVALUATION:

Atlas stated that necessary revisions to the ground-water CAP have been delayed for reasons beyond its control. Atlas further stated that it cannot complete the ground-water corrective action until after the CAP is revised

NRC has considered the revision to the ground-water CAP to be a separate action from the revision to the surface reclamation plan for the tailings. Further, because significant aspects of the ground-water CAP depend on the manner in which the tailings are permanently stabilized (and especially whether the tailings would be stabilized onsite or moved to another location) and that had not been decided, revision to the ground-water CAP was delayed for reasons beyond Atlas' control. As part of its review of Atlas' proposed tailings stabilization plan, NRC consulted with FWS in conformance with the Endangered Species Act. In its July 1998 Biological Opinion, FWS identified reasonable and prudent alternatives that are needed to protect endangered fish

Enclosure

Addressees for Letter Dated: 05/28/99

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Metropolitan Water District of
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LaVerne, California 91750

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Grand County Library
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MATERIALS LICENSE

Pursuant to the Atomic Energy Act of 1954, as amended, the Energy Reorganization Act of 1974 (Public Law 93-438), and Title 10, Code of Federal Regulations, Chapter I, Parts 30, 31, 32, 33, 34, 35, 36, 39, 40, and 70, and in reliance on statements and representations heretofore made by the licensee, a license is hereby issued authorizing the licensee to receive, acquire, possess, and transfer byproduct, source, and special nuclear material designated below; to use such material for the purpose(s) and at the place(s) designated below; to deliver or transfer such material to persons authorized to receive it in accordance with the regulations of the applicable Part(s). This license shall be deemed to contain the conditions specified in Section 183 of the Atomic Energy Act of 1954, as amended, and is subject to all applicable rules, regulations, and orders of the Nuclear Regulatory Commission now or hereafter in effect and to any conditions specified below.

Licensee	
1. Atlas Corporation 370 17th Street, Suite 3140 Denver, Colorado 80202-5631	3. License Number SUA-917, Amendment No. 30
2. [Applicable Amendment: 9]	4. Expiration Date Until terminated
	5. Docket or Reference No. 40-3453

6. Byproduct, Source, and/or Special Nuclear Material	7. Chemical and/or Physical Form	8. Maximum Amount that Licensee May Possess at Any One Time Under This License
Natural Uranium	Any	Unlimited

9. Authorized place of use: The licensee's uranium milling facility located at Moab, Utah.

10. The licensee is hereby authorized to possess byproduct material in the form of uranium waste tailings and other uranium byproduct waste generated by the licensee's milling operations authorized by this license.

11. For use in accordance with statements, representations, and conditions contained in Sections 4.2.4, 5, and 7 (except 5.5.10 and 5.5.11), Appendices 5.3, 5.5.6, and 6.0 of the licensee's renewal application dated May 31, 1984, and submittals dated December 17, 1984, January 18, and June 5, 1985, and September 16, 1992. The mill site organizational structure shall be maintained as presented by submittal dated May 13, 1991, as revised by letter dated March 5, 1993.

    Whenever the word "will" is used in the above referenced sections, it shall denote a requirement.

    [Applicable Amendments: 12, 15, 18, 20]

12. DELETED by Amendment No. 18.

13. DELETED by Amendment No. 18.

14. The licensee is hereby exempted from the requirements of Section 20.1902(e) of 10 CFR 20 for areas within the mill, provided that all entrances to the mill are conspicuously posted in accordance with Section 20.1902 and with the words, "Any area within this mill may contain radioactive material."

MATERIALS LICENSE
SUPPLEMENTARY SHEET

[Applicable Amendment: 18]

21. A. The licensee shall decommission the Moab Mill facilities in accordance with policy and procedures described in submittals dated November 27, 1987, and March 29, and May 13, 1988.

B. The licensee shall submit soil sampling criteria, including radium-226/gamma correlations at least 60 days prior to conducting soil sampling as a part of the mill decommissioning process.

C. The licensee shall submit decontamination and decommissioning reports within 60 days of completion of the decontamination and decommissioning activities.

D. The reports required by this condition shall include, as a minimum, the following information:

(1) Employee exposure records including internal exposure time weighted calculations.

(2) Bioassay results.

(3) Inspection log entries and inspections.

(4) Training program activities, including safety meetings.

(5) Radiological survey and sampling data.

(6) Cross section drawings of all disposal areas and the proposed interim cover.

[Applicable Amendments: 3, 15]

22. Occupational exposure calculations shall be performed and documented within 1 week of the end of each regulatory compliance period as specified in 10 CFR 20.103(a)(2) and 10 CFR 20.103(b)(2). Routine samples taken in airborne ore dust and yellowcake areas shall be analyzed in a timely manner to allow exposure calculations to be performed in accordance with this condition.

Non-routine samples taken in ore dust and yellowcake areas shall be analyzed and the results reviewed by the Radiation Control Coordinator (RCC) within 2 working days after sample collection.

23. Standard written procedures shall be established and maintained for all activities involving radioactive materials that are handled, processed or stored. Written procedures shall be established for nonoperational (nonprocessing) activities to include in-plant and environmental monitoring, bioassay analyses, and instrument calibrations. Up-to-date copies of all written procedures shall be kept in the applicable work stations to which they apply.

30. In addition to the tailings embankment surveillance and inspection program specified in Section 4.2.4 of the licensee's renewal application dated May 31, 1984, the licensee shall comply with the following:

    A. Notwithstanding any statements to the contrary, the professional responsible for the annual technical evaluation report shall ensure that all field inspectors are trained to recognize and assess signs of possible distress or abnormality.

    B. All routine inspection reports shall be dated and maintained on file at the mill site for use in developing the annual report.

    C. The results of ground-water sampling and piezometer and pond level measurements shall be maintained in graphical form and on file at the mill site for use in developing the annual report. The licensee shall adhere to commitments made in their July 8, 1991, submittal modifying the number of piezometers monitored.

    D. The annual technical evaluation report shall include an assessment of the hydraulic and hydrologic capacities, water quality and structural stability of the tailings impoundment.

    E. A copy of each annual technical evaluation report shall be submitted to the NRC, within one (1) month of its completion.

    [Applicable Amendment: 15]

31. In addition to the requirements in Section 5.2 of the renewal application, the Radiation Control Coordinator (RCC) shall have the minimum education, training, and experience as detailed in Section 2.4.1 of Regulatory Guide 8.31 dated May 1983. [Applicable Amendment: 18]

32. Radiation survey instruments shall be calibrated at least semiannually or at the manufacturer's suggested interval, and after each repair, whichever is sooner. All radiation survey instruments shall be checked for proper operation using a radiation check source prior to each day's use. Portable air sampling equipment shall be calibrated after repair and at least quarterly or at the manufacturer's suggested interval, whichever is sooner. Flow rates on portable samplers shall be checked and documented prior to each day's use. Fixed continuous air samplers shall be calibrated after repair and at least quarterly or at the manufacturer's suggested interval, whichever is sooner. Flow rates on fixed continuous air samplers shall be checked each time the sampling head is changed.

33. The licensee shall implement an interim tailings stabilization program as specified in the March 16, 1987 submittal. In addition, this program shall include written procedures which are of sufficient detail to describe inspection methodologies, management notifications and implementation of corrective actions to assure compliance to Criterion 8 of 10 CFR 40, Appendix A. As a minimum,

A. The entire area of contaminated soil southeast of the tailings impoundment, consisting of approximately 6.6 acres with an estimated volume of 25,000 cubic yards, is placed in the tailings pond and otherwise ensure that the entire area is decontaminated consistent with 10 CFR Part 40, Appendix A, Criterion 6.

B. The entire area west of State Highway No. 279 identified as exceeding Ra-226 levels provided in 10 CFR Part 40, Appendix A, Criterion 6, shall be removed and placed in the tailings pond prior to final reclamation. By our letter dated February 25, 1987, background for the area west of State Highway No. 279 is 5.5 pCi/gm Ra-226.

C. Records of all surveys and soil analyses of the section southeast of the tailings impoundment and west of State Highway No. 279 shall be maintained until the NRC authorizes their disposal.

40. DELETED by Amendment No. 18.

41. The licensee shall reclaim the tailings disposal area in accordance with the October 1996 submittal entitled "Final Reclamation Plan, Atlas Corporation Uranium Mill and Tailings Disposal Area" and revisions thereof, with the following modifications:

A. The licensee shall commence dewatering the tailings in conformance with the U. S Fish and Wildlife Service final biological opinion (FBO) of July 1998, Terms and Conditions 1.a. The licensee shall provide a design for the dewatering by December 31, 1999. The design should be such that dewatering can be completed by July 1, 2002.

B. The licensee shall provide, by May 1, 2000, a revision to the corrective action program identified in license condition 17.C. that will meet ground-water standards within 7 years from the date of approval by NRC.

C. Before commencing construction of the final radon barrier, the licensee shall provide analyses, appropriately supported by necessary data, showing that the ammonia standards identified in item 2. of the reasonable and prudent alternative of the FBO will be met over the design life of the reclamation.

D. Before commencing the reconfiguration of Moab Wash, the licensee shall provide a design that NRC, after consultation with FWS, finds acceptable to compensate for the loss of 0.5 acre of critical habitat, in conformance with item 5. of Terms and Conditions of the FBO.

E. Comply with item 6. of Terms and Conditions in the FBO by:

(1) Monitoring for southwestern willow flycatcher
(2) Implement construction activities in such a way as to minimize loss of southwestern willow flycatcher habitat and revegetate disturbed area with willow plantings.

F. Before commencing construction activities, the licensee shall obtain NRC approval of a plan to implement the following mitigative measures identified in the FEIS:

previously provided guidance entitled, "Recommended Outline for Site Specific Reclamation and Stabilization Cost Estimates," outlines the minimum considerations used by the NRC in the review of site closure estimates. Reclamation/decommissioning plans and annual updates should follow this outline.

Atlas' currently approved surety instrument, Performance Bond No. 5652 issued by the Acstar Insurance Company of New Britain, Connecticut in favor of the NRC, shall be continuously maintained in an amount no less than $6,500,000 for the purpose of complying with 10 CFR 40, Appendix A, Criteria 9 and 10, until a replacement is authorized by the NRC.

The Licensee shall maintain a Standby Trust (Trust) arrangement for the benefit of NRC. The currently established Trust is with Norwest Bank of Colorado N.A.

[Applicable Amendments: 5, 14, 16, 22, 24]

43. Prior to termination of this license, the licensee shall provide for transfer of title to byproduct material and land, including any interests therein (other than land owned by the United States or the State of Utah), which is used for the disposal of such byproduct material or is essential to ensure the long term stability of such disposal site to the United States or the State of Utah, at the State's option.

44. DELETED by Amendment No. 18.

45. Before engaging in any activity not previously assessed by the NRC, the licensee shall prepare and record an environmental evaluation of such activity. When the evaluation indicates that such activity may result in a significant adverse environmental impact that was not assessed, or that is greater than that assessed in the Final Environmental Statement (NUREG-0453), the licensee shall provide a written evaluation of such activities and obtain prior approval of the NRC for the activity.

46. Prior to disturbing any presently undisturbed soils for mill related activities (including borrow areas for tailings reclamation cover) in the future, the licensee shall have an archeological survey conducted of the site(s) to be disturbed. The Utah State Department of Development Services and the U.S. Department of the Interior shall be contacted by the licensee prior to the survey to provide assistance or comment in planning such a survey. The completed survey shall be submitted to the NRC for review and approval to proceed prior to any disturbance of presently undisturbed areas.

47. The licensee shall conduct an annual survey of land use (grazing, residence, wells, etc.) in the area within two miles of the mill and submit a report of this survey annually to the NRC. This repor shall indicate any differences in land use from that described in the licensee's previous annual lanc use report. The report shall be submitted by March 31 of each year.

48. The results of the effluent and environmental monitoring programs required by this license shall be reported in accordance with 10 CFR 40, Section 40.65 with copies of the report sent directly to the NRC. Data from the effluent and environmental monitoring program shall be reported in accordance with the format in the previously provided guidance entitled, "Sample Format For Reporting Monitoring Data."

B. Any proposed changes to the roadway or its uses, as described in the licensee's July 14 and August 19, 1988 submittals, shall require prior approval of the NRC, in the form of a license amendment.

[Applicable Amendment: 2]

53. The licensee shall conduct fence line inspections on a monthly basis in accordance with their submittal dated March 22, 1989.

[Applicable Amendments: 7, 18]

54. The licensee shall implement the program for radon attenuation specified in the submittal dated July 19, 1989.

[Applicable Amendment: 10]

55. The licensee shall complete site reclamation in accordance with the approved reclamation plan. The ground-water corrective action plan shall be conducted as authorized by License Condition No. 17 in accordance with the following schedules.

A. To ensure timely compliance with target completion dates established in the Memorandum of Understanding with the Environmental Protection Agency (56 FR 55432, October 25, 1991), the licensee shall complete reclamation to control radon emissions as expeditiously as practicable, considering technological feasibility, in accordance with the following schedule:

(1) Windblown tailings retrieval and placement on the pile - December 31, 2000.

(2) Placement of the interim cover - Complete.

(3) Placement of final radon barrier designed and constructed to limit radon emissions to an average flux of no more than 20 pCi/m^2/s above background - December 31, 2000.

B. Reclamation, to ensure required longevity of the covered tailings and ground-water protection, shall be completed as expeditiously as is reasonably achievable, in accordance with the following target dates for completion.

(1) Placement of erosion protection as part of reclamation to comply with Criterion 6 of Appendix A of 10 CFR Part 40 - December 31, 1999.

(2) Projected completion of ground-water corrective actions to meet performance objectives specified in the ground-water corrective action plan - July 31, 2006.

C. Any license amendment request to revise the completion dates specified in Section A must demonstrate that compliance was not technologically feasible (including inclement weather, litigation which compels delay to reclamation, or other factors beyond the control of the licensee).

32

From: Roland Frye
To: JFC
Date: Wed, Apr 26, 2000 9:36 AM
Subject: Here's a recent news story re Atlas/Moab. Any effect on your pending lawsuit?

The Deseret News in Utah said that it's a $300 million question -- what to do with 10 million tons of " lethally radioactive" soils perched on the edge of the Colorado River outside of Moab. As state and federal regulators grapple with who will be responsible for the massive clean-up of the Atlas uranium mill site, a Wyoming company says it has a solution that should make everyone happy: Move the tailings to the company's moth-balled uranium mill, called Shootaring Canyon, just north of Lake Powell in Garfield County. 4/24.

33

From: Maria Schwartz
To: Joseph Gray, Stephen Burns
Date: Wed, Apr 26, 2000 11:33 AM
Subject: Atlas

Joe and Steve,

The staff (Mike Fliegel) says that they have received the amendment request but have not done anything with it yet. Mike also mentioned that he also saw the article. His take on it is that it is "unlikely that the Atlas tailings would go to Shootaring Canyon, even if legislation transferring the site to DOE is passed. A good site only 18 miles from the Atlas site that can be reached by railroad, has already been identified. Shootaring Canyon is much further away - I don't know if it can be reached by train. If not, the required truck traffic to move 10.5 million tons would likely disqualify it."

Maria

34

From: John Cordes
To: Susan Fonner
Date: Tue, Jun 6, 2000 9:13 AM
Subject: Re: Atlas-Moab

I have no bankruptcy documents; Maria, Stephanie, Joe (Gray) and Steve (Burns) worked on that. Marjorie and Nordlinger and I have worked on two federal lawsuits relating to the matter, one in federal district court (Utah) and one in the court of appeals (Ninth Circuit), where the principal issues have been jurisdictional and environmental.

>>> Susan Fonner 06/05 4:28 PM >>>
I have received a call from DOE asking whether anything was said in the papers produced by any participant or the judge in the bankruptcy proceeding regarding NRC's role relating to the site under current law and regulations. I explained that I have not been involved, and could not answer the question. However, I said I would check around to see whether anyone knows in our office. Do you know of anything? Would any NRC Staff person know the answer, do you think?

As you know, Marjorie is not here to answer, but I sent a message to Maria Schwartz, asking her to contact me regarding Atlas-Moab, since I understand she did some work regarding the site.

EX 5

From: Stephen Burns
To: Bradley Jones, Margaret Doane, Roger Davis, Ste...
Date: Tue, Dec 14, 1999 5:29 PM
Subject: "Courtesy" Call by Atlas trustee

I understand that PriceWaterhouseCoopers reps who are undertaking the Moab trustee role are scheduling courtesy drop-ins on commissioners next week. the trustte is also meeting in a public session with the staff. I note that Tony Thompson seems to have added PWC as a client. He was counsel to Atlas, at least for NRC regulatory matters, and may still be.

W/H [redacted] Ex 5

CC: Marian Zobler

H/1

EX 52
(portions indicated)

UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

OFFICE OF THE
GENERAL COUNSEL

March 20, 2000

NOTE TO: Joseph Gray
Associate General Counsel for
Licensing and Regulation

FROM: Maria E. Schwartz
Attorney
Rulemaking and Fuel Cycle

SUBJECT: WHAT EFFECT WOULD REINITIATION OF FORMAL CONSULTATION HAVE ON LICENSE NUMBER SUA-917

License number SUA-917, amendment no. 32 (Attached), was transferred to the Moab Mill Reclamation Trust c/o PricewaterhouseCoopers, LLP (Trustee), by NRC "Order Transferring License No. SUA-917 for the Moab Mill Site" (Order). The Order was effective December 30, 1999, and authorizes the Trustee to possess byproduct material in the form of uranium waste tailings and other uranium waste generated by the Atlas Corporation's milling operations at the Moab Mill Site pursuant to the terms and conditions of the License. In addition to requiring the Trustee to perform remediation of the site pursuant to the terms and conditions of the license, the Order requires the Trustee to do various things identified in the Order unless modified in writing by the Director of NMSS.

The license contains requirements that date back to the 1980's. Most of these would not be affected, were the NRC required by the Fish and Wildlife Service (FWS) pursuant to 50 CFR 402.16 "Reinitiation of formal consultation" to reinitiate formal discussions with that agency because they pertain to the procedures, surveillance, inspections and reports related to the tailings embankment, posting of the site, occupational exposure calculations, soil sampling, the installation of a gas pipe line over a dedicated right-of-way, etc. The following license conditions (LCs) fall into this category and would not appear to be affected by a reinitiation of formal discussions with FWS: 1-11,14, 15, 18, 20, 22-33, 34, 35, 38, 39, 41.E, 41.F, 43, 45-49.A-E, 50, 52.A, 52.B, 53, 54, 55.A (1), 56, and 57. Several LCs have been deleted over time. These include: 12, 13, 16, 19, 36, 40, 44, 49.F, 51. License condition 21. A-D refers to decommissioning of the facility per Atlas's 1988 submittal which may contain information carried over to the revised and recently approved submittal but that should not be affected by a reconsultation. In addition, both the Trust and the Trustee have been exempted from the requirements regarding a surety in LC 42. However, several of the requirements in the license are directly linked to the FWS' Final Biological Opinion(FBO), including the reasonable and prudent alternatives (RPAs) and measures (RPMs) from the FBO, which NRC, in addition to other mitigative activities, included in the current license.

[redacted]

w/ Ex 5

H/2

[redacted]

w/h
Ex 5

w/h
Ex 5

LC 41 amends the license in accordance with Atlas' 1996 final reclamation plan, revising it to include terms and conditions from FWS' FBO. These modifications impact LCs 17. C, 37 and 55. A-B. LC17. C requires the licensee to implement a corrective action program that includes pumping dewatering wells, and collecting data for constituents listed in LC 17. A, to determine the mass of constituents that have been recovered by the corrective action program, also referenced in LC 41. LC 37 refers to activities related to reclamation of the Moab Wash. LC 55. A-B address site reclamation in accordance with the approved reclamation plan and conducting the groundwater corrective action plan in accordance with schedules (which were superceded by LC 41) including placement of the interim cover on the tailings pile.

LC 41 states that the licensee (read "Trustee")shall reclaim the tailings disposal area in accordance with Atlas Corp's October 1996 submittal entitled "Final Reclamation Plan, Atlas Corporation Uranium Mill and Tailings Disposal Area," revised by the modifications added by the FWS' FBO. Specifically:

A. The licensee shall commence dewatering the tailings in conformance with the U.S. Fish and Wildlife Service final biological opinion (FBO) of July 1998, Terms and Conditions 1.a. The licensee shall provide a design for the dewatering by December 31, 1999. The design should be such that dewatering can be completed by July 1, 2002.

B. The licensee shall provide, by May 1, 2000, a revision to the corrective action program identified in license condition 17. C. that will meet ground-water standards within 7 years from the date of approval by NRC.

C. Before commencing construction of the final radon barrier, the licensee shall provide analyses, appropriately supported by necessary data, showing that the ammonia standards identified in Item 2. of the reasonable and prudent alternative of the FBO will be met over the design life of the reclamation.

D. Before commencing the reconfiguration of Moab Wash, the licensee shall provide a design that NRC, after consultation with FWS, finds acceptable to compensate for the loss of 0.5 acre of critical habitat, in conformance with item 5. of Terms and Conditions of the FBO.

E. Comply with Item 6 of Terms and Conditions in the FBO by:

(1) Monitoring for southwestern willow flycatcher
(2) Implement construction activities in such a way as to minimize loss of southwestern willow flycatcher habitat and revegetate disturbed area with willow plantings.

Subsection F. of LC 41. contains the mitigative measures added by NRC staff regarding overall protection of the site during reclamation. These measures include, for example, minimization of emissions of fugitive dust during reclamation, spill prevention, and erosion control, etc., which should not be directly affected if FWS requires reconsultation. In general, however, curtailing the activities authorized and required by LC 41. would effectively stall many of the Trustee's ongoing and planned reclamation activities.

Irene Johnson

December 27, 1999

Mr. William Abington, Partner
PricewaterhouseCoopers, LLP
1201 Louisiana, Suite 2600
Houston, TX 77002-5678

SUBJECT: ORDER TRANSFERRING LICENSE NO. SUA-917 FOR THE ATLAS CORPORATION MILL SITE NEAR MOAB, UTAH

Dear Mr. Abington:

Enclosed please find an Order from the U.S. Nuclear Regulatory Commission (NRC), transferring license number SUA-917 to the Moab Mill Reclamation Trust (Enclosure 1). As the trustee, you will be responsible for implementing the requirements of the Order and the license. The license is being reissued to reflect the change in the named licensee.

Enclosure 2 is the reissued license. If you have any questions, please contact me or Thomas Essig, the NRC Branch Chief responsible for this site. I can be reached at (301) 415-7800 and Mr. Essig can be reached at (301) 415-7238.

Sincerely,

[Original signed by]

William F. Kane, Director
Office of Nuclear Material Safety
and Safeguards

Enclosures: 1. Order transferring license
2. License

cc: See attached list

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UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D C 20555-0001

December 27, 1999

Mr. William Abington, Partner
PricewaterhouseCoopers, LLP
1201 Louisiana, Suite 2600
Houston, TX 77002-5678

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Sincerely,

William F. Kane, Director
Office of Nuclear Material Safety
and Safeguards

Enclosures: 1. Order transferring license
2. License

cc: See attached list

Addressees for Letter Dated December 27, 1999

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ENCLOSURE 1

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

In the Matter of ATLAS CORPORATION (Moab Mill Site, Utah) License No. SUA-917	)))))))	Docket No. 40-3453

ORDER TRANSFERRING LICENSE NO. SUA-917
FOR THE MOAB MILL SITE

I.

Atlas Corporation (Atlas) is the holder of License No. SUA-917, which authorized the milling of uranium ore at Atlas' Moab Mill Site located in Moab, Utah. In accordance with Amendment No. 31 of the license, the license will not expire until the NRC terminates it.

II.

Atlas acquired the Moab Mill Site in 1962 from the Uranium Reduction Company (URC) which built milling facilities and began operations at the site in October 1956. The site is located in Grand County, Utah, on the northwest shore of the Colorado River, 5 km (3 miles) from the center of Moab, and can be accessed from U.S. Highway 191 north of Moab. The site encompasses 162 hectares (400 acres) on the outside bend of the Colorado River, at the southern terminus of the Moab Canyon. The site is surrounded on the north and west sides by

high sandstone cliffs, to the north and east is Moab Wash, to the east and south is the flood plain of the Colorado River; and, across the river, is Moab Marsh. The site generally slopes toward the Colorado River and Moab Wash. The uranium tailings from the Moab milling operations occupy about 53 hectares (130 acres) of land about 230 m (750 ft) from the Colorado River. Mill operations ceased in 1984. Decommissioning of the mill began in 1988. Construction of an interim cover for placement over the tailing disposal area began in 1989 and was completed in 1995.

III.

On September 22, 1998, Atlas filed a petition for relief under Chapter 11 of the U.S. Bankruptcy Code and since that date has been operating as a Debtor in Possession. After filing for relief, Atlas entered into settlement discussions with the U.S. Nuclear Regulatory Commission (NRC), the State of Utah, and other parties to the bankruptcy proceeding regarding the reclamation and disposition of the Moab Mill Site. Those discussions resulted in the development of the Moab Uranium Millsite Transfer Agreement (Settlement Agreement) which provides for transfer of the Moab Mill Site and the NRC license to a trust, the trustee of which would carry out remediation of the site pursuant to the terms and conditions of NRC License SUA-917, as amended on June 24, 1999. The terms and conditions of NRC License SUA-917 include the reasonable and prudent alternatives (RPAs) and reasonable and prudent measures (RPMs) in the U.S. Fish and Wildlife Service's final biological opinion (FBO) dated July 29, 1998 (included in the NRC's "Final Environmental Impact Statement Related to Reclamation of the Uranium Mill Tailings at the Atlas Site, Moab, Utah," (FEIS) NUREG-1531, published in March 1999), as well as mitigative measures developed by the NRC staff.

The NRC, which had filed claims in bankruptcy against Atlas totaling about $44 million, entered into the Settlement Agreement described in the preceding paragraph rather than involve the NRC in a protracted legal dispute over the limited funds that would be available for site remediation from the liquidation of the Atlas Corporation. The NRC believes that measures taken pursuant to the Settlement Agreement will permit remediation of the Moab Mill Site to proceed in a more timely manner and will maximize the amount of private funding available for remediation of the Moab Mill Site. The Settlement Agreement was submitted to the United States Bankruptcy Court for the District of Colorado for approval on April 29, 1999. On December 1, 1999, the Court issued an Order confirming the second amended plan of reorganization of the Atlas Corporation, which includes the Settlement Agreement.

Consistent with the terms of the Settlement Agreement, the NRC and the State of Utah undertook to identify a Trustee to administer the Moab Mill Reclamation Trust (Trust). PricewaterhouseCoopers LLP (Trustee) has agreed to undertake remediation of the Moab Mill Site, pursuant to 10 C.F.R. Part 40 under License SUA-917 and in accordance with the Trust established for such purposes. The NRC has agreed to accept the Settlement Agreement in satisfaction of Atlas' regulatory responsibilities under 10 C.F.R. Part 40 for remediation of the Moab Mill Site, to transfer License SUA-917 to the Trust, and to limit the Trustee's liability for remediation and maintenance of the site to the amount of funding available to the Trust from Atlas' assets, receivables and future receivables transferred to the Trust under the Settlement Agreement, and any other assets which may become available to the Trust. The NRC is aware that because of the time involved in concluding the bankruptcy proceeding, some dates in the license conditions have already passed while others are imminent and therefore, might be impractical for the Trustee to meet. These dates will be considered in future actions.

Current assets and receivables include the following:

(1) $5.25 million in cash from Atlas/ACSTAR (the entity which holds the reclamation bond issued for the benefit of the NRC to be used for reclamation of the Moab Mill Site. This entity has agreed to transfer the sum to the Trust in full and complete satisfaction of its obligations under Bond #5652);

(2) the assignment of funds from the Department of Energy pursuant to the Energy Policy Act of 1992 (Pub. L. 102-486, Title X, Section 1001, Oct. 24, 1992, 106 Stat. 2946, codified at 42 U.S.C. 2296(a)), [hereinafter "Title X funds"] for past claims. This amount is estimated to be approximately $1,082,000;

(3) fifty (50) percent of any net recovery from collection of the disputed Title X claim for dismantling performed by American Reclamation and Dismantling Inc. (ARD claim);

(4) any and all of Atlas' rights as a licensee to future Title X funds;

(5) Atlas' water rights located at the Moab Land, listed as 6.3 cubic feet per second (cfs) from the Colorado River, Grand County, Utah, Water Right Number 01-40, Application 30032, Certificate No. 60111;

(6) Atlas' possible Water Rights in the following:

A. Water Right Number 01-1121 for 31 acre-feet, a segregation application from Water Right Number 01-40;

B. Water Right Number 09-199 for 3.33 cfs in the San Juan River;

C. Water Right Number 05-982 for .015 cfs for a well in the Monticello Mining District;

D. Water Right Number 99-32 for .004 cfs from Seep Springs (approximately 4 miles from Fry Canyon);

(7) Atlas' interest in the certain real property owned by Atlas and consisting of approximately 430 acres, located in Grand County, Utah, together with all buildings, structures, improvements, appurtenances, fixtures, and easements; and,

(8) two and a half (2.5) percent of the stock in a reorganized Atlas Corporation which would be issued to the Reclamation Trust.

The land and water rights, herein described, have stand-alone value and may be sold by the Trustee independent of, and prior to or during, any reclamation work being performed at the site by the Trustee. As to items 5, 6, and 7 above, Atlas will transfer all said assets to the Trust by way of quit claim deed or similar document, without representations, warranties, or indemnification rights of any kind.

IV.

Remediation of the Moab Mill Site is to be conducted in accordance with the terms and conditions of License SUA-917. These include the RPAs and RPMs in the U.S. Fish and Wildlife Service's FBO, dated July 29, 1998. The Trustee has agreed to these terms and conditions. The NRC, as the lead Federal Agency regarding the consultation required under Section 7 of the Endangered Species Act of 1973 (16 U.S.C 1531 et seq.), has included these RPAs and RPMs in the NRC's NUREG-1531 published in March 1999.

The Trustee's maintenance of the site and administration of the remediation of the site in accordance with the terms of license SUA-917 and the terms of this Order, will provide adequate protection of the public health and safety and reasonable assurance of compliance with the Commission's regulations.

Pursuant to the terms of the Settlement Agreement described in the preceding sections of this Order, the NRC, with concurrence from the State of Utah, selected PricewaterhouseCoopers LLP as Trustee. PricewaterhouseCoopers LLP is qualified to perform the duties enumerated in this Order.

In view of the foregoing, I have authorized the transfer of License SUA-917 which will be amended to reflect the change in the named licensee. The Trustee accedes to this Order voluntarily, and has agreed to take the necessary steps to undertake remediation of the site to the extent permitted by the funds available to the Trust, according to the requirements in Part V of this Order.

V.

Accordingly, pursuant to Sections 62, 63, 81, 84, 161b, 161i, 161o and 184 of the Atomic Energy Act of 1954, as amended (42 USC 2011 et seq.), and the Commission's regulations in 10 C.F.R. Part 40, IT IS HEREBY ORDERED that, effective December 30, 1999, License SUA-917 is transferred to the Trust and the Trustee is authorized to possess byproduct material in the form of uranium waste tailings and other uranium waste generated by Atlas' milling operations at the Moab Mill Site pursuant to the terms and conditions of License SUA-917. IT IS FURTHER ORDERED that:

A. The Trustee shall:

1. Perform remediation of the site pursuant to the terms and conditions of NRC License SUA-917.

2. Notify and request relief from the Chief, Uranium Recovery and Low-Level Waste Branch, Division of Waste Management, Office of Nuclear Material Safety and

Safeguards, NRC, Washington, DC 20555-0001, if the Trustee believes it should be relieved of any requirements in the license because the Trustee believes that these requirements are impracticable given the parameters of the Trust Agreement or that they have either been satisfactorily completed or are unnecessary. The Trustee will continue to comply with all requirements in this license pending NRC action on the Trustee's request for relief from specified requirements under this subsection.

3. Cooperate with the NRC (or its contractor) in NRC's site inspections.

4. Cooperate with the U.S. Department of Energy (DOE) in matters relating to the transfer of the site to DOE, including preparation by DOE of the site Long-Term Surveillance Plan required by 10 C.F.R. 40.28.

5. Use reasonable efforts to secure all Title X funds from the Department of Energy pursuant to section 1001 of the Energy Policy Act of 1992 (42 U.S.C. 13201 et. seq.) to which it is legally entitled, including requests for additional Title X funds from DOE based on remediation work at the site performed by or on behalf of the Trust.

6. Notify the Director, Office of Nuclear Material Safety and Safeguards, NRC, Washington, DC 20555-0001, and the Regional Administrator, NRC Region IV, NRC Region IV, 611 Ryan Plaza Drive, Suite 400, Arlington, TX 76011-8064, by certified registered mail, no later than 180 days prior to the anticipated date, that all contractual and other projected obligations will have reasonably exhausted the Trust Fund.

7. Upon notification required by paragraph 6 of this Part, cease remediation work as set forth in this Order, and commence passive maintenance and monitoring only of the site in order to provide for the protection of the public health and safety using the remaining assets in the Reclamation Trust to fund monitoring and maintenance until further order of the NRC.

B. Upon completion of the NRC inspection to determine that the site has been remediated in conformance with the requirements in 10 C.F.R. Part 40 and the conditions set forth in the license to the extent practicable given the funding available to the Trustee, title to the real property and the remaining byproduct material at the Moab Mill Site will be transferred in accordance with section 83 of the Atomic Energy Act of 1954, as amended, and the Commission's regulations, and this license shall be modified or terminated accordingly.

C. Notwithstanding any of the foregoing requirements, the NRC shall not require the Trustee to perform or pay for any reclamation, remediation, monitoring, or surveillance, the cost of which would exceed the amount of money available to the Trustee from the Trust assets and receivables. The Trustee's responsibilities, liabilities and authority under this license shall terminate upon further order of the NRC.

D. The requirements identified in this Order may only be modified in writing by the Director, Office of Nuclear Material Safety and Safeguards.

VI.

Any person adversely affected by this Order, other than Atlas or the Trustee, may request a hearing within 20 days of its issuance. Any request for a hearing shall be submitted to

the Regional Administrator, NRC Region IV, 611 Ryan Plaza Drive, Suite 400, Arlington, TX 76011-8064 and to the Trustee, PricewaterhouseCoopers LLP, Attention: Mr. Keith E. Eastin, Director, 1201 Louisiana, Suite 2900, Houston, TX 77002-5678. If a hearing is requested, the requester shall set forth with particularity the manner in which his or her interest is adversely affected by this Order and shall address the criteria set forth in 10 C.F.R. 2.1306 and 2.1308.

If a hearing is requested by a person whose interest is adversely affected by this Order, the Commission will consider the hearing request pursuant to 10 C.F.R. Part 2, Subpart M, and will issue an Order designating the time and place of any hearing. If a hearing is held, the procedures of Subpart M will be applied as provided by the Order designating the time and place of the hearing. The issue to be considered at such hearing shall be whether this Order transferring the license should be sustained. Any request for a hearing shall not stay the effectiveness of this Order.

For the Nuclear Regulatory Commission

William F. Kane
Director, Office of Nuclear Material Safety
and Safeguards

Dated at Rockville, Maryland,
this 27th day of Dec. 1999

ENCLOSURE 2

MATERIALS LICENSE

Pursuant to the Atomic Energy Act of 1954, as amended, and the Energy Reorganization Act of 1974, and the Parts [illegible] of the Rules and Regulations of the Nuclear Regulatory Commission, and in reliance on statements and representations recorded in the files of the Nuclear Regulatory Commission [illegible] and representations heretofore made by the licensee, a license is hereby issued authorizing the licensee to receive, acquire, possess, and transfer byproduct, source, and special nuclear material designated below; to use such material for the purpose(s) and at the place(s) designated below; to deliver or transfer such material to persons authorized to receive it in accordance with the regulations of the applicable Part(s). This license shall be deemed to contain the conditions specified in Section 183 of the Atomic Energy Act of 1954, as amended, and is subject to all applicable rules, regulations, and orders of the Nuclear Regulatory Commission now or hereafter in effect and to any conditions specified below.

1. Licensee Moab Mill Reclamation Trust [Applicable Amendment: 32]	3. License Number SUA-917, Amendment No. 32
2. c/o PricewaterCoopers LLP 1201 Louisiana, Suite 2900 Houston, Texas 77002 [Applicable Amendment: 32]	4. Expiration Date ~~Until terminated~~ 5. Docket or Reference No. ~~40-3453~~

6. Byproduct, Source, and/or Special Nuclear Material	7. Chemical and/or Physical Form	8. Maximum Amount that Licensee May Possess at Any One Time Under This License
Natural Uranium	Any	Unlimited

9. Authorized place of use: The licensee's uranium milling facility located at Moab, Utah.

10. The licensee is hereby authorized to possess byproduct material in the form of uranium waste tailings and other uranium byproduct waste generated by the licensee's milling operations authorized by this license.

11. For use in accordance with statements, representations, and conditions contained in Sections 4.2.4, 5, and 7 (except 5.5.10 and 5.5.11), Appendices 5.3, 5.5.6, and 6.0 of Atlas Corp's the licensee's renewal application dated May 31, 1984, and submittals dated December 17, 1984, January 18, and June 5, 1985, and September 16, 1992. The mill site organizational structure shall be maintained as presented by submittal dated May 13, 1991, as revised by letter dated March 5, 1993.

    Whenever the word "will" is used in the above referenced sections, it shall denote a requirement.

    [Applicable Amendments: 12, 15, 18, 20, 32]

12. DELETED by Amendment No. 18.

13. DELETED by Amendment No. 18.

14. The licensee is hereby exempted from the requirements of Section 20.1902(e) of 10 CFR 20 for areas within the mill, provided that all entrances to the mill are conspicuously posted in accordance with Section 20.1902 and with the words, "Any area within this mill may contain

radioactive material. "

15. The results of sampling, analyses, surveys and monitoring; the results of calibration of equipment; reports on audits and inspections; all meetings and training courses required by this license; and any subsequent reviews, investigations, and corrective actions, shall be documented. Unless otherwise specified in NRC regulations, all such documentation shall be maintained for a period of at least 5 years.

16. DELETED by Amendment No. 18.

17. The licensee shall implement a compliance monitoring program containing the following:

    A. Sample wells AMM-1, AMM-2 and AMM-3 on a quarterly frequency for chloride, nitrate, sodium, sulfate, pH, TDS and water level, and on a semiannual frequency for chromium, gross alpha, lead, molybdenum, nickel, radium-226 and 228, selenium, silver, uranium and vanadium. Additionally, the upper completion of well ATP-2 shall be sampled on a quarterly frequency for chloride, nitrate, sodium, sulfate, pH, TDS and water level.

    B. Comply with the following ground-water protection standards at point of compliance wells AMM-2 and AMM-3, with background being recognized as well AMM-1.

    chromium = 0.08 mg/l, gross alpha = 33 pCi/l, molybdenum = 0.05 mg/l, nickel = 0.06 mg/l, radium-226 and 228 = 5 pCi/l, selenium = 0.01 mg/l, vanadium = 0.04 mg/l and uranium = 4.0 pCi/l.

    C. Implement a corrective action program that includes pumping dewatering wells PW1, PW4, PW6, PW7, PW8, PW9, and PW12 during periods of nonfreezing weather. Sufficient data shall be collected, for the constituents listed in Subsection A, to determine the mass of constituents that have been recovered by the corrective action program.

    The licensee shall on a semiannual frequency, submit a ground-water monitoring report as well as submit a corrective action program review by December 31, of each year, that describes the progress towards attaining ground-water protection standards.

    [Applicable Amendments: 3, 4, 8, 11, 13, 19]

18. Released equipment or packages from the restricted area shall be in accordance with the document entitled, "Guidelines for Decontamination of Facilities and Equipment Prior to Release for Unrestricted Use or Termination of License for Byproduct or Source Materials" dated September, 1984. [Applicable Amendment: 18]

19. DELETED by Amendment No. 18.

20. The licensee shall conduct and document at least five inspections of the tailings embankment per week (one per day, 5 days per week) and shall immediately notify the NRC, by telephone and telegraph, of any failure to the tailings dam which could result in a release of radioactive materials and/or of any unusual conditions which if not corrected could lead to such failure. This

requirement is in addition to the reporting requirements of 10 CFR 20.

[Applicable Amendment: 18]

21. A. The licensee shall decommission the Moab Mill facilities in accordance with policy and procedures described inAtlas Corp's submittals dated November 27, 1987, and March 29, and May 13, 1988.

B. The licensee shall submit soil sampling criteria, including radium-226/gamma correlations at least 60 days prior to conducting soil sampling as a part of the mill decommissioning process.

C. The licensee shall submit decontamination and decommissioning reports within 60 days of completion of the decontamination and decommissioning activities.

D. The reports required by this condition shall include, as a minimum, the following information:

(1) Employee exposure records including internal exposure time weighted calculations.

(2) Bioassay results.

(3) Inspection log entries and inspections.

(4) Training program activities, including safety meetings.

(5) Radiological survey and sampling data.

(6) Cross section drawings of all disposal areas and the proposed interim cover.

[Applicable Amendments: 3, 15, 32]

22. Occupational exposure calculations shall be performed and documented within 1 week of the end of each regulatory compliance period as specified in 10 CFR 20.103(a)(2) and 10 CFR 20.103(b)(2). Routine samples taken in airborne ore dust and yellowcake areas shall be analyzed in a timely manner to allow exposure calculations to be performed in accordance with this condition.

Non-routine samples taken in ore dust and yellowcake areas shall be analyzed and the results reviewed by the Radiation Control Coordinator (RCC) within 2 working days after sample collection.

23. Standard written procedures shall be established and maintained for all activities involving radioactive materials that are handled, processed or stored. Written procedures shall be established for nonoperational (nonprocessing) activities to include in-plant and environmental monitoring, bioassay analyses, and instrument calibrations. Up-to-date copies of all written procedures shall be kept in the applicable work stations to which they apply.

All written procedures, shall be reviewed and approved in writing by the RCC before implementation and whenever a change in procedure is proposed to ensure that proper radiation protection principles are being applied. The RCC shall perform a documented review of all existing procedures at least annually.

[Applicable Amendment: 18]

24. The personnel contamination surveys conducted, in accordance with Section 5.5.5.2 of Atlas Corp's application, shall be documented and maintained. In addition, the licensee (RCC or qualified alternate) shall perform spot personnel surveys for alpha contamination at least quarterly on employees leaving the restricted area.

[Aplicable Amendment: 32]

25. The licensee shall use a Radiation Work Permit (RWP) for all nonroutine work not covered by an existing procedure where the potential for significant exposure to radioactive materials exists. The RWP shall be approved by the RCC or an alternate, qualified by way of specialized radiation protection training, and shall at least describe the following:

    A. The scope of work to be performed and the potential radiological hazards.

    B. Any precautions necessary to minimize worker exposure to radioactive materials.

    C. The radiological monitoring and sampling necessary prior to, during, and following completion of the work in order to assess any potential exposures.

26. Notwithstanding the representations in Appendix 5.3 to Atlas Corp's renewal application, the licensee shall develop and implement procedures to ensure that visitors and contractors receive instruction and training in accordance with Section 19.12 of 10 CFR 19, prior to entering any restricted area.

[Applicable Amendment: 32]

27. The existing on-site catchment basin west of the S-X units shall be maintained in a condition and with enough remaining available capacity to assure the collection of any spillage of chemicals from hazardous chemical storage tanks within the graded area. Any storage tanks containing hazardous chemicals which are not located within the graded area shall be surrounded by individual containment dikes capable of containing all leakage.

28. Notwithstanding the representations in Section 5.5.5 of Atlas Corp's application, the licensee shall conduct weekly alpha contamination surveys of lunch rooms and monthly surveys of change rooms, shower facilities and offices when they are in use.

[Applicable Amendment: 18, 32]

29. A copy of the report documenting the annual ALARA audit in accordance with Section 5.1.4 of Atlas Corp's the renewal application dated May 31, 1984, shall be submitted to the NRC, for review within 30 days of completion of the audit report.

[Applicable Amendment: 32]

30. In addition to the tailings embankment surveillance and inspection program specified in Section 4.2.4 of Atlas Corp's renewal application dated May 31, 1984, the licensee shall comply with the following:

A. Notwithstanding any statements to the contrary, the professional responsible for the annual technical evaluation report shall ensure that all field inspectors are trained to recognize and assess signs of possible distress or abnormality.

B. All routine inspection reports shall be dated and maintained on file at the mill site for use in developing the annual report.

C. The results of ground-water sampling and piezometer and pond level measurements shall be maintained in graphical form and on file at the mill site for use in developing the annual report. The licensee shall adhere to commitments made in Atlas Corp's their July 8, 1991, submittal modifying the number of piezometers monitored.

D. The annual technical evaluation report shall include an assessment of the hydraulic and hydrologic capacities, water quality and structural stability of the tailings impoundment.

E. A copy of each annual technical evaluation report shall be submitted to the NRC, within one (1) month of its completion.

[Applicable Amendment: 15, 32]

31. In addition to the requirements in Section 5.2 of Atlas Corp's renewal application, the Radiation Control Coordinator (RCC) shall have the minimum education, training, and experience as detailed in Section 2.4.1 of Regulatory Guide 8.31 dated May 1983. [Applicable Amendment: 18, 32]

32. Radiation survey instruments shall be calibrated at least semiannually or at the manufacturer's suggested interval, and after each repair, whichever is sooner. All radiation survey instruments shall be checked for proper operation using a radiation check source prior to each day's use. Portable air sampling equipment shall be calibrated after repair and at least quarterly or at the manufacturer's suggested interval, whichever is sooner. Flow rates on portable samplers shall be checked and documented prior to each day's use. Fixed continuous air samplers shall be calibrated after repair and at least quarterly or at the manufacturer's suggested interval, whichever is sooner. Flow rates on fixed continuous air samplers shall be checked each time the sampling head is changed.

33. The licensee shall implement an interim tailings stabilization program as specified in Atlas Corp's March 16, 1987 submittal. In addition, this program shall include written procedures which are of sufficient detail to describe inspection methodologies, management notifications and

implementation of corrective actions to assure compliance to Criterion 8 of 10 CFR 40, Appendix A. As a minimum, the licensee shall perform at least weekly, a documented inspection to assure the effectiveness of the control methods used. Corrective actions taken shall be documented in response to inspection findings. Corrective actions shall be completed within 30 days unless a longer period is approved in writing by the NRC.

[Applicable Licnese: 32]

34. The licensee is authorized to dispose of byproduct material contaminated solid wastes generated at the Moab Mill in the sump collection pond as described in the Atlas Corp's submittal dated February 29, 1984.

[Applicable Amendment: 32]

35. Notwithstanding representations made in Section 4.3 of Atlas Corp's renewal application, the licensee shall not dispose of materials other than uranium mill tailings, spent resins, raffinate, vanadium waste residues, liquids or residues contained in the catchment basin described in Condition No. 27, or liquid sanitary wastes in the tailings pond, without the specific authorization of NRC. If liquid sanitary wastes are discharged to the tailings pond, written authorization shall first be obtained from the Utah Bureau of Water Pollution Control. A copy of the written authorization shall be submitted to NRC prior to the discharge of the liquid sanitary waste.

The licensee shall be permitted to discharge as necessary any liquids or solids to the tailings impoundment from the catchment basin as described in License Condition No. 27 that are generated during the decommissioning phase of the mill.

[Applicable Amendment: 18, 32]

36. DELETED by Amendment No. 18.

37. Reclamation phase modifications to Moab Wash shall be as specified in the "Pilot Channel" option of Atlas Corp's submittal dated October 13, 1983 with the following modifications:

A. The pilot channel bottom shall be sloped at a 1% grade away from the tailings pile (i.e., to the north).

B. Excavation material shall be used to backfill the entire length of the existing Moab Wash channel, with the fill sloped away from the tailings pile. Any remaining excavation material shall be used to construct a berm on the south side of the pilot channel to increase channel capacity.

In addition, operational phase modifications to Moab Wash shall be maintained in accordance with Atlas Corp's submittal dated October 26, 1982.

[Applicable Amendment: 32]

Mill tailings other than samples for research shall not be transferred from the site without specific

prior approval of the NRC. The licensee shall maintain a permanent record of all transfers made under the provisions of this condition.

39. The licensee shall, in accordance with Atlas Corp's submittals dated February 25 and June 29, 1987, develop methods and procedures prior to reclamation, to ensure that:

    A. The entire area of contaminated soil southeast of the tailings impoundment, consisting of approximately 6.6 acres with an estimated volume of 25,000 cubic yards, is placed in the tailings pond and otherwise ensure that the entire area is decontaminated consistent with 10 CFR Part 40, Appendix A, Criterion 6.

    B. The entire area west of State Highway No. 279 identified as exceeding Ra-226 levels provided in 10 CFR Part 40, Appendix A, Criterion 6, shall be removed and placed in the tailings pond prior to final reclamation. By our letter dated February 25, 1987, background for the area west of State Highway No. 279 is 5.5 pCi/gm Ra-226.

    C. Records of all surveys and soil analyses of the section southeast of the tailings impoundment and west of State Highway No. 279 shall be maintained until the NRC authorizes their disposal.

    [Applicable Amendment: 32]

40. DELETED by Amendment No. 18.

41. The licensee shall reclaim the tailings disposal area in accordance with Atlas Corp's October 1996 submittal entitled "Final Reclamation Plan, Atlas Corporation Uranium Mill and Tailings Disposal Area" and revisions thereof, with the following modifications:

    A. The licensee shall commence dewatering the tailings in conformance with the U. S Fish and Wildlife Service final biological opinion (FBO) of July 1998, Terms and Conditions 1.a. The licensee shall provide a design for the dewatering by December 31, 1999. The design should be such that dewatering can be completed by July 1, 2002.

    B. The licensee shall provide, by May 1, 2000, a revision to the corrective action program identified in license condition 17.C. that will meet ground-water standards within 7 years from the date of approval by NRC.

    C. Before commencing construction of the final radon barrier, the licensee shall provide analyses, appropriately supported by necessary data, showing that the ammonia standards identified in item 2. of the reasonable and prudent alternative of the FBO will be met over the design life of the reclamation.

    D. Before commencing the reconfiguration of Moab Wash, the licensee shall provide a design that NRC, after consultation with FWS, finds acceptable to compensate for the loss of 0.5 acre of critical habitat, in conformance with item 5. of Terms and Conditions of the FBO.

    E. Comply with item 6. of Terms and Conditions in the FBO by:

(1) Monitoring for southwestern willow flycatcher

(2) Implement construction activities in such a way as to minimize loss of southwestern willow flycatcher habitat and revegetate disturbed area with willow plantings.

F. Before commencing construction activities, the licensee shall obtain NRC approval of a plan to implement the following mitigative measures identified in the FEIS:

(1) Minimization of emissions of fugitive dust during reclamation (Section 4.1.7).

(2) Spill prevention and control and erosion control applicable to the Atlas site and borrow areas (Section 4.5.2.6).

(3) Interception and storage of sediment-and contaminant-laden runoff through use of adequate drainage control, retention, and treatment ponds, silt fences, and other means as necessary (Section 4.5.2.6).

(4) Avoidance of major earth-moving operations (such as the relocation of Moab Wash) during periods of high thunderstorm potential where and when feasible (Section 4.5.2.6).

(5) Avoidance of siting potential borrow areas immediately adjacent to streams (Section 4.5.2.6).

(6) A survey by a qualified botanist to determine if Jones cycladenia is present in the vicinity of the proposed Kane Creek quarry site before any activities are initiated at the site. If the species is present, the licensee would be required to develop appropriate mitigative measures in consultation with the FWS to ensure that populations are protected from disturbance (Section 4.6.4.1).

(7) Limitations on the use of the Potash quarry site to the December through February period to avoid impacting recreational use of the Potash boat ramp (Section 4.7.3.2).

(8) Topographic and vegetative restoration of borrow areas as required by the State of Utah Division of Oil, Gas and Coal Mining (Section 4.5.2.6 and 4.7.4.3).

[Applicable Amendment: 18, 30, 32]

42. The licensee shall maintain an NRC-approved financial surety arrangement, consistent with 10 CFR 40, Appendix A, Criteria 9 and 10, adequate to cover the estimated costs, if accomplished by a third party, for decommissioning and decontamination of the mill and mill site, for reclamation of any tailings or waste disposal areas, ground-water restoration as warranted and the long-term surveillance fee. Within 3 months of NRC approval of a revised reclamation/decommissioning plan, the licensee shall submit, for NRC review and approval, a proposed revision to the financial surety arrangement if estimated costs in the newly approved plan exceed the amount covered in the existing financial surety. The revised surety shall then be in effect within 3 months of written

NRC approval.

Annual updates to the surety amount, required by 10 CFR 40, Appendix A, Criteria 9 and 10, shall be submitted to the NRC at least 3 months prior to the anniversary date which is designated as December 31 of each year. If the NRC has not approved a proposed revision to the surety coverage 30 days prior to the expiration date of the existing surety arrangement, the licensee shall extend the existing surety arrangement for 1 year. Along with each proposed revision or annual update, the licensee shall submit supporting documentation showing a breakdown of the costs and the basis for the cost estimates with adjustments for inflation, maintenance of a minimum 15 percent contingency fee, changes in engineering plans, activities performed, and any other conditions affecting estimated costs for site closure. The basis for the cost estimate is the NRC approved reclamation/decommissioning plan or NRC approved revisions to the plan. The previously provided guidance entitled, "Recommended Outline for Site Specific Reclamation and Stabilization Cost Estimates," outlines the minimum considerations used by the NRC in the review of site closure estimates. Reclamation/decommissioning plans and annual updates should follow this outline.

Atlas' currently approved surety instrument, Performance Bond No. 5652 issued by the Acstar Insurance Company of New Britain, Connecticut in favor of the NRC, shall be continuously maintained in an amount no less than $6,500,000 for the purpose of complying with 10 CFR 40, Appendix A, Criteria 9 and 10, until a replacement is authorized by the NRC.

The Licensee shall maintain a Standby Trust (Trust) arrangement for the benefit of NRC. The currently established Trust is with Norwest Bank of Colorado N.A.

[Applicable Amendments: 5, 14, 16, 22, 24]

43. Prior to termination of this license, the licensee shall provide for transfer of title to byproduct material and land, including any interests therein (other than land owned by the United States or the State of Utah), which is used for the disposal of such byproduct material or is essential to ensure the long term stability of such disposal site to the United States or the State of Utah, at the State's option.

44. DELETED by Amendment No. 18.

45. Before engaging in any activity not previously assessed by the NRC, the licensee shall prepare and record an environmental evaluation of such activity. When the evaluation indicates that such activity may result in a significant adverse environmental impact that was not assessed, or that is greater than that assessed in the Final Environmental Impact Statement (NUREG-1531), the licensee shall provide a written evaluation of such activities and obtain prior approval of the NRC for the activity.

[Applicable Amendment: 32]

46. Prior to disturbing any presently undisturbed soils for mill related activities (including borrow areas for tailings reclamation cover) in the future, the licensee shall have an archeological survey conducted of the site(s) to be disturbed. The Utah State Department of Development Services and

the U.S. Department of the Interior shall be contacted by the licensee prior to the survey to provide assistance or comment in planning such a survey. The completed survey shall be submitted to the NRC for review and approval to proceed prior to any disturbance of presently undisturbed areas.

47. The licensee shall conduct an annual survey of land use (grazing, residence, wells, etc.) in the area within two miles of the mill and submit a report of this survey annually to the NRC. This report shall indicate any differences in land use from that described in the licensee's previous annual land use report. The report shall be submitted by March 31 of each year.

48. The results of the effluent and environmental monitoring programs required by this license shall be reported in accordance with 10 CFR 40, Section 40.65 with copies of the report sent directly to the NRC. Data from the effluent and environmental monitoring program shall be reported in accordance with the format in the previously provided guidance entitled, "Sample Format For Reporting Monitoring Data."

49. The licensee shall conduct an environmental and effluent monitoring program as specified in Atlas Corp's renewal application in accordance with Table 5.5-8 during normal operations and Table 5.5-9 during periods of extended shutdown with the following modifications:

    A. Air particulate samples shall be analyzed for U-nat, Ra-226 and Th-230, quarterly.

    B. The analysis of quality control samples shall be in accordance with Section 3 of Regulatory Guide 4.15.

    C. Lower limits of detection utilized for sample analysis shall be in accordance with Section 5 of Regulatory Guide 4.14.

    D. Soil and vegetation sampling shall be analyzed annually for Ra-226 and Pb-210.

    E. Notwithstanding the ground-water monitoring specified in Tables 5.5-8 and 5.5-9, the licensee shall monitor the ground water as described in License Condition No. 17.

    F. DELETED by Amendment No. 23.

    [Applicable Amendments: 1, 3, 4, 11, 23, 32]

50. The licensee shall conduct a bioassay program in accordance with Section 5.5.4 of Atlas Corp's renewal application with the following additions:

    A. Laboratory surfaces used for in-house bioassay analyses shall be decontaminated to less than 25 dpm alpha-(removable)/100 cm2 prior to analysis of samples.

    B. Anytime an action level of 15 µg/l uranium for urinalysis is reached or exceeded, the licensee shall document the corrective actions which have been performed in accordance with Revision 1 of Regulatory Guide 8.22, dated January 1987. This documentation shall be submitted to the NRC as part of the semiannual report required by 10 CFR 40.65 and

Condition No. 48 to this license.

C. Anytime an action level of 35 µg/l for two consecutive specimens or 130 µg/l uranium for one specimen for urinalysis is reached or exceeded, the licensee shall document the corrective actions which have been performed in accordance with Revision 1 of Regulatory Guide 8.22. This documentation shall be submitted to the NRC, within thirty (30) days of exceeding the action level.

[Applicable Amendment: 32]

51. DELETED by Amendment No. 6.

52. A. Construction of a roadway toward the center of the tailings impoundment for use by mobile equipment in the application and inspection of binding agents for dust control and to provide access during initial reclamation activities, shall be in accordance with Atlas Corp's submittals dated July 14 and August 19, 1988.

B. Any proposed changes to the roadway or its uses, as described in Atlas Corp's July 14 and August 19, 1988 submittals, shall require prior approval of the NRC, in the form of a license amendment.

[Applicable Amendments: 2, 32]

53. The licensee shall conduct fence line inspections on a monthly basis in accordance with Atlas Corp's submittal dated March 22, 1989.

[Applicable Amendments: 7, 18, 32]

54. The licensee shall implement the program for radon attenuation specified in the submittal dated July 19, 1989.

[Applicable Amendment: 10]

55. The licensee shall complete site reclamation in accordance with the approved reclamation plan. The ground-water corrective action plan shall be conducted as authorized by License Condition No. 17 in accordance with the following schedules.

A. To ensure timely compliance with target completion dates established in the Memorandum of Understanding with the Environmental Protection Agency (56 FR 55432, October 25, 1991), the licensee shall complete reclamation to control radon emissions as expeditiously as practicable, considering technological feasibility, in accordance with the following schedule:

(1) Windblown tailings retrieval and placement on the pile - December 31, 2000.

(2) Placement of the interim cover - Complete.

(3) Placement of final radon barrier designed and constructed to limit radon emissions to an average flux of no more than 20 pCi/m^2/s above background - December 31, 2000.

B. Reclamation, to ensure required longevity of the covered tailings and ground-water protection, shall be completed as expeditiously as is reasonably achievable, in accordance with the following target dates for completion.

(1) Placement of erosion protection as part of reclamation to comply with Criterion 6 of Appendix A of 10 CFR Part 40 - December 31, 1999.

(2) Projected completion of ground-water corrective actions to meet performance objectives specified in the ground-water corrective action plan - July 31, 2006.

C. Any license amendment request to revise the completion dates specified in Section A must demonstrate that compliance was not technologically feasible (including inclement weather, litigation which compels delay to reclamation, or other factors beyond the control of the licensee).

D. Any license amendment request to change the target dates in Section B above must address added risk to the public health and safety and the environment, with due consideration to the economic costs involved and other factors justifying the request such as delays caused by inclement weather, regulatory delays, litigation, and other factors beyond the control of the licensee.

[Applicable Amendments: 21, 25, 26, 27, 28, 29, 30]

56. Notification to NRC under 10 CFR 20.2202, 10 CFR 40.60, and specific license conditions should be made as follows:

Required written notice to NRC under this license should be given to: Chief, Uranium Recovery and Low Level Waste Branch, Division of Waste Management, Office of Nuclear Material Safety and Safeguards, U.S. Nuclear Regulatory Commission, Washington, DC 20555.

Required telephone notification to NRC should be made to the Operations Center at (301) 816-5100.

[Applicable Amendment: 24, 30]

57. The licensee and Mid-Atlantic Pipeline Company are authorized to cleanup a corridor up to 150 feet wide and 1400 feet long prior to laying pipe in the pipeline right-of-way and install the new gas pipeline within the restricted area in conformance with submittals dated April 20, 1999 and May 14, 1999, with the following restrictions and modifications:

A. The RCC shall oversee and/or direct work in accordance with licensee radiation control procedures to ensure ALARA and radiation safety to all individuals in the restricted area.

B. All contaminated material will be consolidated in the old ore storage area as a low profile pile,

compacted, and stabilized with a cover of at least one foot of clean soil.

C. Only clean fill material (5 pCi/g Ra-226 above background or less) will be used to backfill the pipeline trench. Prior to placement of the clean trench material as backfill, a gamma survey of the pile of fill material (i.e., the clean soil) will be conducted.

[Applicable Amendment: 31]

FOR THE NUCLEAR REGULATORY COMMISSION

Thomas H. Essig

Dated: 12/17/99

Thomas H. Essig, Chief
Uranium Recovery and Low-Level
Waste Branch
Division of Waste Management
Office of Nuclear Material Safety
and Safeguards