

71-6574
71-9208
71-9210



May 8, 2003

Mr. E. Williams Brach, Director
Spent Fuel Project Office
Office of Nuclear Material Safety and Safeguards
U.S. Nuclear Regulatory Commission
Washington, DC 20555-0001

Subject: Transfer of Ownership of Part 71 Licenses

Dear Mr. Brach:

As discussed in the attached notice by the ATG Trustee, on or about June 1 2003 RWE NUKEM Corporation (RNC) will acquire the assets of ATG Nuclear Services Division (ATG). As part of said acquisition, RNC will acquire the Type B cask fleet and the associated intellectual property, consisting of design documentation, Certificates of Compliance and maintenance records, to RNC.

This letter is written to request the transfer of the Certificates of Compliance listed below from ATG, Inc. to RNC.

<u>Certificate Number</u>	<u>Model Number</u>	<u>Package Identification</u>	<u>Docket Number</u>
6574	3-82B	USA/6574/B()	71-6574
9208	10-142B	USA/9208/B()	71-9208
9210	10-135B	USA/9210/B()	71-9210

Effective the date of title transfer, RNC accepts full responsibility for the completeness and accuracy of the statements and representations in the respective Safety Analysis Reports for the package designs. Effective the date of title transfer, RNC will be responsible for the maintenance of the certificates, the Safety Analysis reports for the packages, and the existing quality assurance records, in accordance with 10CFR71.91(c) and RNC Quality Assurance program (NRC Docket No. 71-0884) and/or the assumed ATG QA Program (NRC Docket No. 71-0870). Records required by 10CFR71.91 for the package design will be maintained in RNC's Document Control Center at 3800 Fernandina Road, Suite 200, Columbia, SC 29210-3854.

RWE NUKEM Corporation
3800 Fernandina Rd Ste 200
Columbia SC 29210-3854
T 803-214-5800
F 803-214-5801
I www.rwe.nukem.com
E info@rwe.nukem.com

Mission Statement:

NUKEM provides safe, compliant, and cost-effective solutions to radioactive waste management problems through the innovative application of proven technologies.

NUMSS01

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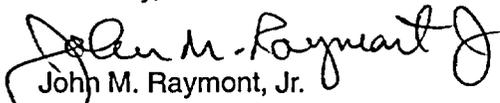
Please direct any future correspondence related to the above packages to:

RWE NUKEM Corporation
3800 Fernandina Rd, Suite 200
Columbia, SC 29210-3854
Attn: Richard Byars
Regulatory Compliance Manager

Unless we inform you to the contrary, please assume that title transfer will occur on June 1, 2003. As stated in the notice by the ATG Trustee, the ATG Trustee will issue a notice confirming the title transfer following said transfer.

Please contact me at (803) 214-5810 or by e-mail at jraymont@rwe.nukem.com if you need any additional information.

Sincerely,


John M. Raymont, Jr.
President and CEO

Attachment: Notice of Pending Sale of ATG's Nuclear Services Assets to RWE NUKEM Corporation

cc: Mr. Robert Hanfling, ATG Trustee
Mr. Mark R. Jacobs, Esq. of Jacobs Partners, Attorneys for ATG Trustee
Mr. Julio E. (Rick) Mendoza, Esq. of NPJP, Attorneys for RNC

**NOTICE
OF
PENDING SALE OF ATG NUCLEAR SERVICE DIVISION ASSETS TO RWE NUKEM**

May 7, 2003

To: Customers, Licensing Authorities, Suppliers/Vendors, and Employees

This is a notice to inform you of the pending sale of the Nuclear Service Division assets (NSD Assets) of Allied Technology Group, Inc. (ATG) to RWE NUKEM Corporation (www.rwe.nukem.com). ATG is a debtor under Chapter 11 of the United States Bankruptcy Code in Case No. 01-46389-N11 in the United States Bankruptcy Court for the Northern District of California. Effective April 30, 2003 RWE NUKEM Corporation (the "Buyer") was authorized by entry of a Sale Order by the Bankruptcy Court (confirming the Court's April 9 ruling) to purchase the NSD Assets consisting of the Columbia Maintenance Facility, equipment, intellectual property, and inventory (all employed in providing "Wet Waste Field Services") free and clear of all liens, encumbrances, claims, and interests. The Closing is tentatively scheduled for May 30, 2003 with ownership to transition to RWE NUKEM effective 12:00 a.m. June 1. The Seller is Mr. Robert I. Hanfling, the Chapter 11 Trustee for the ATG bankruptcy estate appointed by the Court. The RWE NUKEM purchase excludes the ATG fixed base facility processing business in Richland, WA and Oak Ridge, TN, which continues to be operated under the direction of the Trustee.

The NSD Assets include, but are not limited to, liquid waste processing equipment (filtration, ion exchange, drying, stabilization); about 50% of the US shielded transportation equipment (Type A and Type B casks, twin-container-transport, etc.); four out of six of the licensed US High Integrity Containers (two types of SC-DHEC approved Polyethylene HICs, NRC approved Stainless Steel Barrier Plus HICs, NRC approved Ferralium HICs); carbon steel liners; supporting equipment (storage shields, trailers, instruments, etc.); the maintenance facility that operates under a SC-DHEC radioactive materials license located in Columbia, SC; and all associated designs, patents, licenses, topical reports, QA program, Health Physics program, procedures, etc.

The NSD provides Wet Waste Field Services consisting of on-site liquid waste processing services and sales; lease of shielded waste transportation; sales of waste liners (carbon steel liners and High Integrity Containers); and supply of supporting equipment. The NSD operates liquid waste processing equipment on a full-time lease basis at various US nuclear power plants and supplies services and sales to most every nuclear power plant in the USA as well as the US Navy, the US Department of Energy, and the Korean Electric Power Company.

Effective at the Closing (a) Buyer will have purchased and will be the sole owner of the NSD Assets used in performing the ATG NSD obligations under ATG's Contracts (see below for definition), (b) Buyer will have assumed the ATG QA Program and will operate thereunder or its own QA Program, as appropriate, (c) Buyer will not have assumed ATG's interest in the Contracts and Seller may not sell the Contracts, (d) Buyer will not be obligated to perform ATG's obligations under the Contracts, though Buyer intends to propose replacement Contracts with the customers in Buyer's name, and (e) ATG shall cease all NSD activities at the moment of Closing (although Buyer has agreed to allow Seller to complete the fabrication and delivery of all containers or spare parts orders that are open under customer Contracts and in fabrication or in the process of being shipped at the time of the Closing). Buyer is contacting all NSD customers to establish appropriate post-Closing Contracts for the future conduct of business.

Expressly excluded from the NSD Assets and the sale thereunder to RWE NUKEM Corporation are the following assets of ATG:

- 1) the "Contracts" (except for Commercial Licenses, "Contracts" means customer contracts or purchase orders, binding offers to customers or other third parties, purchase orders to suppliers or vendors, sales representation agreements, employment contracts, letters of intent, teaming arrangements, asset purchases, consulting agreements, leases, maintenance agreements, loan agreements, or any other contractual obligations, including all amendments or changes to such obligations);
- 2) the accounts receivable, accounts payable, cash, marketable securities, notes payable, and notes receivable through the Closing;

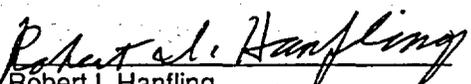
**NOTICE
OF
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- 3) bonds, letters of credit, insurance policies, any and all causes of action of the Seller or ATG, or other financial assurances or obligations of any kind;
- 4) any real property, buildings, or facilities either owned or leased by ATG or Seller, except for the Columbia Maintenance Facility;
- 5) any assets or liabilities associated with ATG's Fixed Base Facility business;
- 6) the trade name "Allied Technology Group (ATG)"; and
- 7) any radioactive, hazardous, or mixed waste (including but not limited to ion exchange resins) or pollutants that ATG has possession of, title to, or disposal obligations for (Seller is not required to remove encumbrances to the extent that they are radioactive waste which is work-in-progress at a customer site and the customer has agreed to issue Buyer a replacement contract. Seller is not required to decontaminate equipment beyond a level consistent with the contamination levels normally expected for the equipment and industry practice).

Excluding the specific environmental liabilities that Buyer has agreed to assume associated with the Columbia Maintenance Facility, Seller and ATG are responsible for, and Buyer shall not assume or otherwise be liable for, any debts, liabilities or any other obligations of Seller or ATG of any nature whatsoever, whether such debts, liabilities or obligations are known or unknown, liquidated or contingent, direct or indirect, including but not limited to any liens, attachments, trade debt, accounts payable, warranty obligations, tax liabilities, claims of employees, pension liabilities or any expenses of administration of the Chapter 11 estate, whether arising or incurred before or, to the extent they are associated with Assets acquired by Buyer in accordance with this Agreement, after the respective Closing (collectively, "Liabilities"). All Liabilities shall remain with Seller and ATG.

The Seller will issue written confirmation of the completion of the sale of the NSD Assets to Buyer after the Closing.

Contact Information	
Seller	Buyer
Mr. Robert I. Hanfling, Trustee for ATG Charles River Associates 1201 F Street, N.W. Suite 700 Washington DC 20004-1204	Mr. John M. Raymont, Jr., President and CEO RWE NUKEM Corporation 3800 Fernandina Road, Suite 200 Columbia, SC 29210-3854
Mr. Mark R. Jacobs, Esquire, Counsel for ATG Trustee Jacobs Partners, LLC Merrit View - 383 Main Avenue Norwalk, CT 06851	Mr. Julio E. Mendoza, Jr., Esquire, Counsel for NUKEM Nexsen, Pruet, Jacobs & Pollard, LLC 1441 Main Street, Suite 1500 Columbia, SC 29201

Notice Issued By: 
Robert I. Hanfling
Trustee for ATG