

SunTrust Bank

U.S. Bank National Association

March 13, 2007

Medstar Health Inc.
Attn: Joel Bryan, VP & Corporate Treasurer
5565 Sterrett Place, 5th Floor
Columbia, MD 21044

U.S. Nuclear Regulatory Commission
Attn: Chairman
One White Flint North
11555 Rockville Pike
Rockville, MD 20852-2738

P-6

08-30577-01
03035409

Re: Trust Agreement dated June 13, 2000 (the "Trust Agreement") for Medstar
Health Standby Trust dated June 13, 2000

Dear Sir/Madam:

As previously announced, on September 29, 2006 SunTrust Bank ("SunTrust") sold its corporate trust business to U.S. Bank National Association ("U.S. Bank"). In connection with the sale, SunTrust desires to resign as Trustee under the Trust Agreement and U.S. Bank desires to be appointed as the successor Trustee and assume all duties, obligations and responsibilities of the Trustee under the Trust Agreement. The enclosed Resignation and Appointment Agreement provides for U.S. Bank, SunTrust and Medstar Health Inc. to agree to such resignation and appointment.

If amenable, kindly arrange for Medstar Health Inc. to execute the Resignation and Appointment Agreement, in the space provided, in triplicate and return two original copies to U.S. Bank in the enclosed envelope addressed to U.S. Bank Corporate Trust Services, Attn: Denlin Associates, PO Box 960778, Boston MA 02196-0778. You may retain the other copy for your files.

If you have any questions or comments concerning this matter, please contact Nancy C. Harrison, your Account Manager at 804-771-7927.

SunTrust has appreciated the opportunity to serve you and U.S. Bank looks forward to working with you in the future.

SUNTRUST BANK

U.S. BANK TRUST NATIONAL ASSOCIATION

By: *Geri Kail*
Geri Kail, Senior Vice President

By: *Diane L. Thormodsgard*
Diane L. Thormodsgard, President, Corporate Trust and
Institutional Trust & Custody Services

Enclosure:

Resignation & Appointment Agreement

cc:

07/13/15 07:14:26

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NMSS/RGN1 MATERIALS-002

REC'D IN LAT APR 12 2007

SRANDA_10110

RESIGNATION, APPOINTMENT AND ACCEPTANCE AGREEMENT
Under Trust Agreement dated June 13, 2000 between
Medstar Health Inc. and SunTrust Bank (the "Trust Agreement")

THIS AGREEMENT, dated as of March 13, 2007, among SunTrust Bank, ("SunTrust"), U.S. Bank National Association ("U.S. Bank") and Medstar Health Inc. (the "Grantor") and U.S. Nuclear Regulatory Commission (the "NRC").

WITNESSETH:

A. SunTrust currently serves as Trustee (the "Trustee") pursuant to the Trust Agreement and performs the services and functions of such, subject to the terms and conditions therein.

B. The Grantor with the consent of the NRC desires to appoint U.S. Bank as successor Trustee under the Trust Agreement. SunTrust desires to assign and transfer to U.S. Bank, and U.S. Bank desires to accept and perform the services, functions and duties of the Trustee under the Trust Agreement.

NOW THEREFORE, the parties hereto in consideration of the covenants and undertakings made herein, agree as follows:

1. Capitalized terms used but not defined herein shall have the respective meanings established for such terms under the Trust Agreement.

2. SunTrust hereby resigns as Trustee under the Trust Agreement effective as of the date of this Agreement, and assigns and transfers to U.S. Bank all of SunTrust's rights, claims and obligations under the Trust Agreement relating to services to be performed from and after the date hereof, including without limitation, the performance of all services and functions thereunder, and all payment records maintained as Trustee as and when appointed hereby.

3. SunTrust shall have no rights, claims or obligations under the Trust Agreement as Trustee relating to services to be performed from and after the date hereof; provided however, that SunTrust shall remain responsible to the Grantor and securities holders and shall retain its rights and claims under the Trust Agreement for SunTrust's actions and omissions in performance of the services, functions and duties of Trustee prior to the date hereof.

4. The Grantor with consent of the NRC hereby appoints U.S. Bank as successor Trustee under the Trust Agreement effective immediately.

5. U.S. Bank hereby accepts the foregoing appointment and fully assumes, as of the effective date hereof, the rights, claims and obligations of Trustee and agrees to perform the services and functions of the Trustee under the Trust Agreement as expressly provided therein.

6. Nothing in this Agreement shall affect any of the rights or obligations of SunTrust or U.S. Bank under the corporate trust business purchase agreement between such parties or any of the related ancillary agreements between such parties.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered on its behalf as of the date first written above.

Medstar Health Inc.

By _____ Date _____
(Please Print name and title)

U.S. BANK NATIONAL ASSOCIATION

By *Diane L. Thormodsgard*
Diane L. Thormodsgard President, US Bank
Corporate Trust and Institutional Trust & Custody

SUNTRUST BANK

By *GP Kail*
Geri Kail, Senior Vice President

CONSENT

The undersigned as the NRC hereby consents to the foregoing appointment and acceptance of U.S. Bank as successor Trustee under the Trust Agreement.

U.S. Nuclear Regulatory Commission

By _____

Its _____

Date: _____

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The undersigned as the NRC hereby consents to the foregoing appointment and acceptance of U.S. Bank as successor Trustee under the Trust Agreement.

U.S. Nuclear Regulatory Commission

By _____

Its _____

Date: _____

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U.S. Nuclear Regulatory Commission

By _____

Its _____

Date: _____