

FEB-05-2010 11:46

NRC

610 337 5269 P.001/001

Pratt & Whitney
400 Main Street
East Hartford, CT 06108
Mail Stop 102-21
Sandy Soucy



Pratt & Whitney
A United Technologies Company

J-6

Dennis Lawyer
NRC, Region 1, DNMS
475 Allendale Road
King of Prussia, PA 19406

SMB-151
04000791

Dennis,

Enclosed are five copies of page five of the Standby Trust Agreement with original signatures and bank seals as requested by you and one copy of the agreement. Please sign all copies and return to me. I will mail to the banks.

Sandy Soucy 2/5/2010

Thank you
Sandy Soucy

PS: Please include MS-102-21 in the address

144261

C/2

Information in this record was deleted in accordance with the Freedom of Information Act. Exemptions 4 FOIA/PA 2010-0342

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AGREEMENT OF RESIGNATION, APPOINTMENT AND ACCEPTANCE, dated as of 4 January, 2010, (the "Agreement") by and among Pratt & Whitney, a division of United Technologies Corporation, (the "Grantor"), LaSalle Bank National Association, a national banking association (the "Resigning Trustee") and The Bank of New York Mellon, a New York banking corporation (the "Successor Trustee").

RECITALS

WHEREAS, the Resigning Trustee and the Grantor entered into a Standby Trust Agreement dated as of June 23, 2006 (the "Trust Agreement");

WHEREAS, Section 13 of the Trust Agreement provides that the Trustee may resign upon 90 days notice of such resignation to the U.S. Nuclear Regulatory Commission (the "NRC"), effective upon the acceptance by a successor Trustee of its appointment as a successor Trustee;

WHEREAS Section 13 of the Trust Agreement provides the Successor Trustee shall specify the date of which it assumes administration of the Trust in writing sent to the Grantor, the NRC and the Resigning Trustee by certified mail 10 days before such change become effective;

WHEREAS, the Grantor desires to appoint Successor Trustee as Trustee to succeed Resigning Trustee under the Trust Agreement; and

WHEREAS, Successor Trustee is willing to accept such appointment as successor Trustee under the Trust Agreement.

NOW, THEREFORE, the Grantor, Resigning Trustee and Successor Trustee, for and in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby consent and agree as follows:

ARTICLE ONE THE RESIGNING TRUSTEE

SECTION I. Pursuant to Section 13 of the Trust Agreement, Resigning Trustee notified the NRC that Resigning Trustee has resigned as Trustee under the Trust Agreement (see Exhibit A).

SECTION II. Resigning Trustee hereby represents and warrants to Successor Trustee that:

- (a) No covenant or condition contained in the Trust Agreement has been waived by Resigning Trustee to the best of the knowledge of the responsible officers of Resigning Trustee's corporate trust group.
- (b) There is no action, suit or proceeding pending or, to the best of the knowledge of the responsible officers assigned to Resigning Trustee's corporate trust group, threatened against Resigning Trustee before any court or any governmental authority arising out of any action or omission by Resigning Trustee as Trustee under the Trust Agreement.
- (c) As of the effective date of this Agreement, Resigning Trustee will hold no property

NONNEGOTIABLE

under the Trust Agreement.

(d) This Agreement has been duly authorized, executed and delivered on behalf of Resigning Trustee and constitutes its legal, valid and binding obligation.

(e) To the best of the knowledge of the responsible officers of the Resigning Trustee's corporate trust group, no event of default under the Trust Agreement has occurred and is continuing.

SECTION III. Resigning Trustee hereby assigns, transfers, delivers and confirms to Successor Trustee all right, title and interest of Resigning Trustee in and to the Fund under the Trust Agreement and all the rights, powers and trusts of the Trustee under the Trust Agreement. Resigning Trustee shall execute and deliver such further instruments and shall do such other things as Successor Trustee may reasonably require so as to more fully and certainly vest and confirm in Successor Trustee all the rights, trusts and powers hereby assigned, transferred, delivered and confirmed to Successor Trustee as Trustee.

ARTICLE TWO THE GRANTOR

SECTION IV. The Grantor hereby accepts the resignation of Resigning Trustee as Trustee under the Trust Agreement.

SECTION V. The Grantor hereby appoints Successor Trustee as Trustee under the Trust Agreement to succeed to, and hereby vests Successor Trustee with, all the rights, powers, duties and obligations of Resigning Trustee under the Trust Agreement with like effect as if originally named as Trustee in the Trust Agreement. Pursuant to Section 13 of the Trust Agreement the Successor Trustee shall assume the administration of the Trust ten (10) days after this Agreement becomes effective.

SECTION VI. The Grantor hereby represents and warrants to Resigning Trustee and Successor Trustee that:

(a) The Grantor is a corporation validly existing pursuant to the laws of the State of Delaware.

(b) No covenant or condition contained in the Trust Agreement has been waived by the Grantor.

(c) There is no action, suit or proceeding pending or, to the best of Grantor's knowledge, threatened against the Grantor before any court or any governmental authority arising out of any action or omission by Grantor under the Trust Agreement.

(d) This Agreement has been duly authorized, executed and delivered on behalf of Grantor and constitutes its valid and binding obligation.

(e) All conditions precedent relating to the appointment of The Bank of New York Mellon as successor Trustee under the Trust Agreement has been complied with by the Grantor.

**ARTICLE THREE
THE SUCCESSOR TRUSTEE**

SECTION VII. (a) Successor Trustee hereby represents and warrants to Resigning Trustee and to the Grantor that this Agreement has been duly authorized, executed and delivered on behalf of Successor Trustee and constitutes its legal, valid and binding obligation.

(b) Successor Trustee undertakes to perform such duties and only such duties as are specifically set forth in the Agreements, and no implied covenants or obligations shall be read into the Agreement against the Successor.

SECTION VIII. Successor Trustee hereby accepts its appointment as successor Trustee under the Trust Agreement and accepts the rights, powers, duties and obligations of Resigning Trustee as Trustee under the Trust Agreement, upon the terms and conditions set forth therein, with like effect as if originally named as Trustee under the Trust Agreement.

SECTION IX. Notwithstanding anything contained in the Agreement to the contrary, the Trustee shall have no discretion and shall not be required to act unless specifically instructed by the Grantor or the NRC.

SECTION X. The provisions of this Agreement and Section 17 of the Trust Agreement shall survive the termination of the Agreements and the resignation or removal of the Successor Trustee.

SECTION XI. This Agreement may be executed in any number of counterparts, each counterpart for all purposes being deemed an original, and all such counterparts shall together constitute only one and the same Agreement.

SECTION XII. Except as otherwise expressly provided herein or unless the context otherwise requires, all terms used herein which are defined in the Trust Agreement shall have the meaning assigned to them in the Trust Agreement. In the event that any provision of this Agreement is or becomes inconsistent with any provision of the Trust Agreement in relation to the rights and obligations of the Successor Trustee, the applicable provisions of the Agreement shall be deemed to control and the provision of this Trust Agreement shall not be given any effect to the extent of such inconsistency (but shall otherwise be given full force and effect).

SECTION XIII. This Agreement and the resignation, appointment and acceptance effected hereby shall be effective as of the date this Agreement is executed by the Grantor, the Resigning Trustee and the Successor Trustee.

SECTION XIV. Resigning Trustee hereby acknowledges payment or provision for payment in full by the Grantor of compensation for all services rendered by Resigning Trustee under Sections 12 of the Trust Agreement and reimbursement in full by the Grantor of the expenses, disbursements and advances incurred or made by Resigning Trustee in accordance with the provisions of the Trust Agreement. Resigning Trustee acknowledges that it relinquishes any lien it may have upon all property or funds held or collected by it to secure any amounts due it pursuant to the Trust Agreement.

SECTION XV. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

SECTION XVI. This Agreement may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

SECTION XVII. The Grantor, NRC, Resigning Trustee and Successor Trustee hereby acknowledge receipt of an executed and acknowledged counterpart of this Agreement and the effectiveness thereof.

Exhibit A

860 565 4913

Pratt and Whitney

01:51:58 p.m. 01-14-2010

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Bank of America
Merrill Lynch



October 27, 2009

U.S. NRC Region I
475 Allendale Road
King of Prussia, PA 19406-1415

Office of the General Counsel
Mail Stop O-15 D21
U.S. Nuclear Regulatory Commission
Washington, D.C. 20555-0001

Re: Resignation of Bank of America N.A. (as successor by merger to LaSalle Bank N.A.) as Trustee under the Standby Trust Agreement dated June 23, 2006, A/C (b)(4)

EX. 4

Gentlemen:

This letter constitutes the resignation of Bank of America N.A. (as successor by merger to LaSalle Bank N.A.) as Trustee under Section 13 of the Standby Trust Agreement dated June 23, 2006, effective 90 days from the date of this notice.

We hereby request that you proceed without delay with securing the appointment of a successor Trustee. In accordance with the terms of the Trust Agreement, Bank of America will continue to serve until the Successor is appointed and will refrain from asserting its right to petition for the appointment of a successor trustee if your efforts to identify a successor are undertaken expeditiously.

It has been a pleasure to serve you in connection with this relationship.

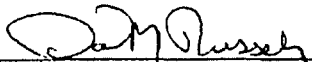
Sincerely

Sue Strack
Bank of America Merrill Lynch
Global Securities Solutions
135 S. LaSalle Street, Chicago, Illinois 60603
Mail Code: IL4-135-18-23
Tel: (312) 992-9838 / Fax: (312) 992-9833
email: sue.strack@bankofamerica.com


cc: Pratt & Whitney, A United Technologies Company, 400 Main Street, MS 133-66, East Hartford, CT 06101, Attn: Sandy Soucy

IN WITNESS WHEREOF, the parties hereby have caused this Agreement of Resignation, Appointment and Acceptance to be duly executed and acknowledged and their respective seals to be affixed thereunto and duly attested all as of the day and year first above written.

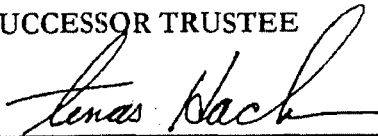
PRATT & WHITNEY DIVISION OF UNITED TECHNOLOGIES CORPORATION, AS GRANTOR

By: 
Name: David M. Russell
Title: Director, Facilities & Services

LASALLE BANK NATIONAL ASSOCIATION, AS RESIGNING TRUSTEE

By: 
Name: Cathrine Peugh
Title: Senior Vice President

THE BANK OF NEW YORK MELLON, AS SUCCESSOR TRUSTEE

By: 
Name: Thomas Hacker
Title: Vice President

U.S. NUCLEAR REGULATORY COMMISSION
Confirmed and Accepted

as of January _____, 2010

By: _____
Name:
Title: