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IN THE CIRCUIT COURT OF HARRISON COUNTY, WEST VIRGINIA

LENORA PERRINE, et al., individuals )  
residing in West Virginia, on behalf of )  
themselves and all others similarly situated, )

Plaintiffs, )

CIVIL ACTION NO.  
04-C-296-2  
Thomas A. Bedell,  
Circuit Judge

E. I. DU PONT DE NEMOURS AND )  
COMPANY, et al., )

Defendants. )

**ORDER APPROVING ADDENDUM TO  
CLAIMS OFFICE LEASE**

Before this Court, is the January 5, 2012 Report of the Claims Administrator concerning this matter. In the Report, the Claims Administrator relates that the Claims Office's proposed Lease Addendum in Exhibit 1 would (i) memorialize the increase in Claims Office rent from \$500 to \$700 per month, as of September 1, 2011, based on unanticipated utility costs at the Spelter, West Virginia Fire Station (the "Fire Station"), previously approved by the Court in the current budget; (ii) memorialize the Claims Office's payment to the Fire Station of \$300 per month for storing Claimant files and filing cabinets in an additional space that began to be rented on September 1, 2011, in accordance with the current budget; and (iii) allow the Claims Office to lease a small amount of additional space in connection with the Property Remediation ("Clean-Up") Program, for \$100, commencing November 1, 2011, with this amount only to be paid by the Perrine DuPont Property Remediation Qualified Settlement Fund (the "Property Fund").

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*plans/dls*  
*copy in 4609-1*  
*C*

The enclosed proposed Lease Addendum also (i) would extend the term of the Lease for one year, to expire January 31, 2013, while clarifying that the rent will not be increased further without prior approval of the Court after the Settling Parties are allowed to be heard; (ii) would add a quiet enjoyment and cleanliness of leased premises clause, clarifying some of the Fire Station's duties; and (iii) would be signed by Mr. Jimmy Blake, for the Fire Station, as its new President.

Based upon the foregoing Report, and all other matters and things which the Court deems to be appropriate, it is hereby ORDERED, ADJUDGED and DECREED as follows:

1. The Court hereby approves the Claims Office Lease Addendum substantially in the form of Exhibit 1, with the \$100 for space to be used for the Property Remediation (Clean-Up) Program to be paid by the Property Fund only; and
2. The Claims Administrator is hereby authorized, empowered and directed by the Court to execute and deliver the Lease Addendum on behalf of the Perrine DuPont Settlement, with the execution and delivery of such Lease Addendum to be valid and binding upon the Settlement and upon the Perrine DuPont Medical Monitoring Qualified Settlement Fund and the Property Fund.

Lastly, pursuant to Rule 54(b) of the West Virginia Rules of Civil Procedure, the Court directs entry of this Order as a Final Order as to the claims and issues above upon an express determination that there is no just reason for delay and upon an express direction for the entry for judgment.

**IT IS SO ORDERED.**

Finally, it is ORDERED that the Clerk of this Court shall provide certified copies of this Order to the following:

David B. Thomas  
James S. Arnold  
Stephanie D. Thacker  
Guthrie & Thomas, PLLC  
P.O. Box 3394  
Charleston, WV 25333-3394

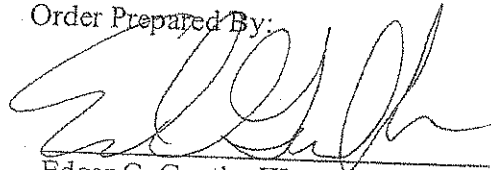
Meredith McCarthy  
901 W. Main St.  
Bridgeport, WV 26330  
*Guardian Ad Litem*

Virginia Buchanan  
Levin, Papantonio, Thomas, Mitchell,  
Rafferty & Proctor, P.A.  
P.O. Box 12308  
Pensacola, FL 32591

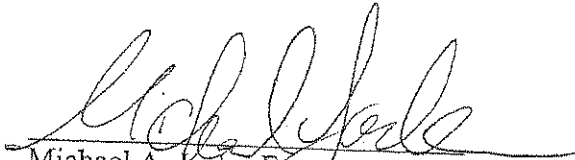
J. Farrest Taylor  
Cochran, Cherry, Givens, Smith,  
Lane & Taylor, P.C.  
163 West Main Street  
Dothan, AL 36301

Edgar C. Gentle, III  
Michael A. Jacks  
Gentle, Turner & Sexton  
P. O. Box 257  
Spelter, WV 26438  
*Special Master*

Order Prepared By:




Edgar C. Gentle, III  
Gentle, Turner & Sexton  
P. O. Box 257  
Spelter, WV 26438  
*Special Master*



Michael A. Jacks, Esq.  
Gentle, Turner & Sexton  
W.Va. Bar No 11044  
P. O. Box 257  
Spelter, WV 26438

ENTER:

July 12, 2012



Thomas A. Bedell, Circuit Judge

# **EXHIBIT 1**

LEASE ADDENDUM TO THE JANUARY 31, 2011  
SPELTER FIRE STATION LEASE TO THE PERRINE DUPONT SETTLEMENT

ADDENDUM TO INCREASE MONTHLY RENT AND TERM OF LEASE

1. On January 31, 2011, the Perrine DuPont Settlement, (the "Settlement") by and through its Claims Administrator, Edgar C. Gentle, III, and the Spelter Volunteer Fire Department, (the "Fire Department") by and through its President, Paul R. Knotts, agreed to a Lease, attached as Exhibit A, for the premises known as the "Training Room," for a term of one year.
2. On or about August 31, 2011, the Settlement and the Fire Department orally agreed (i) to increase the rent due under said Lease from \$500 per month to \$700 per month for the remainder of the term of the Lease based on increased utility bills; and (ii) for the Settlement to pay the Fire Department \$300 per month for additional rental space called the "Record Room" provided by the Fire Department to the Settlement for storage of files and file cabinets in the Record Room.
3. The Settlement and Fire Department agree and hereby memorialize said rent increase, and note that the Settlement has paid \$1,000 per month for the months of September, October, and November, 2011. Said monthly rent payment of \$1,000 shall continue through the balance of the Lease term, except as modified in paragraph 5, below.
4. The Settlement and Fire Department agree and hereby extend the term of the Lease, which currently expires on January 31, 2012, to January 31, 2013.
5. Due to new needs of the Settlement during the property clean-up sampling process, the Settlement and its contractors and subcontractors have begun increase usage of the Fire Department property, including access to an outdoor storage shed and the engine bay for cleaning of property sampling equipment and storage of said equipment; the Settlement and the Fire Department hereby agree, as of November 1, 2011, to increase rent by \$100 to \$1,100 per month. Said increase shall be paid during the sampling program, and until said program ends on April 30, 2012, at which time rent shall be \$1,000 per month through the balance of the Lease term.
6. The amount of rent to be paid under the Lease and in accordance with this Lease Addendum shall not be increased during the Lease term unless it is Ordered beforehand by the Circuit Court of Harrison County, West Virginia, following due and proper notice and the opportunity of the Perrine DuPont Settlement's Settling Parties to be heard.

7. The Fire Department agrees to keep the meeting space adjacent to the leased premises and the restroom facilities neat, clean and functional for the Settlement's reasonable use, much as has been done in the past. The Fire Department agrees that boarders and other Fire Department personnel will not interfere with the business and operations of the Settlement. To accomplish this end, there will be no loud noise, yelling or profanity in the adjacent meeting area, and the adjacent meeting area and restroom facilities shall remain neat and clean, much as has been done in the past.

The above seven paragraphs and these two pages represent the entirety of this Addendum to the Lease attached as Exhibit A.

Dated and Effective as of January 5, 2012, and following Court approval.

Spelter Volunteer Fire Department

By: \_\_\_\_\_  
Jimmy Blake, President

Date: \_\_\_\_\_

The Perrine DuPont Settlement

By: \_\_\_\_\_  
Edgar C. Gentle, III, Claims Administrator

Date: \_\_\_\_\_

**EXHIBIT A**  
**TO LEASE ADDENDUM**

SPELTER FIRE STATION LEASE TO PERRINE DUPONT SETTLEMENT


This Lease Agreement is made and entered into as of the 31<sup>st</sup> day of January, 2011, between the Spelter, West Virginia Volunteer Fire Department as Lessor ("Fire Station") and the Perrine DuPont Medical Monitoring and Perrine DuPont Property Qualified Settlement Funds as co-lessees, which were created in the Perrine DuPont Settlement (collectively, the "Settlement"), as Lessee.

1. The Settlement will lease for one year the 300 square foot space in the Fire Station now titled Training Room, and have access to the adjacent meeting area to the extent it is not being used by the Fire Station, together with reasonable access to the building and to the restroom facilities, and to the adjacent parking area to the extent not needed by the Fire Station, and will have use of Fire Station utilities.
2. The term of the lease shall be one year, with the Settlement having the right to renew from year to year provided that there is a mutually agreed rent rate. The rent for the first year shall be \$500 per month payable in advance. The Fire Station also has an adjacent meeting hall which the Lessee can rent on an as available basis, at the going rate charged by the Fire Station to everyone else. The going rate at this time is now \$150 per day without the kitchen and \$200 per day with the kitchen. The Settlement reserves the hall and kitchen for the weekdays in the weeks of February 28<sup>th</sup> and March 7<sup>th</sup> for town meetings. These days may be modified provided that notice of the modifications is provided to the Lessor by February 14<sup>th</sup>.
3. The leased space shall be used to administer the Settlement and for no other purpose. There is no right to sublet.
4. The Lessee at its expense can install a deadbolt lock and an alarm system, together with a phone system and fax line, and computer system and install furniture, all at the Lessee's expense. For security purposes, the Lessee shall provide confidentially to Fire Station personnel with the need to know a copy of the deadbolt lock key and the code for the alarm system.
5. Lessee shall take good care of the premises and shall not modify them without the prior written consent of Lessor.
6. Lessor will pay for utilities other than telephone and internet and other computer service, to be paid by Lessee. However, if the utilities become too high (over \$100/month based on share of square feet in the Fire Station with utilities), then Lessor and Lessee agree to renegotiate the rent.
7. Lessee shall provide Lessor reasonable Lessee's insurance coverage. No improvements shall be made by Lessee without Lessor written consent.
8. Notice of Lease issues to the Lessor shall be provided by Lessee in care of Paul Knotts and notice of Lease issues to the Settlement shall be provided to the Lessee in care of Ed Gentle. Disputes will be resolved by the Honorable Tom Bedell, Circuit Judge of Harrison County.

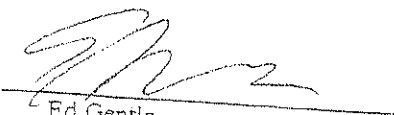
The above is the entire Lease Agreement, with 8 paragraphs on 1 page.

Witness the following signatures as of the date and year above written.

SPELTER Fire Station

by:   
Paul Knotts  
Its: President

THE PERRINE DUPONT SETTLEMENT

by:   
Ed Gentle  
Its: Claims Administrator



STATE OF WEST VIRGINIA  
COUNTY OF HARRISON, TO-WIT:

I, Donald L. Kopp II, Clerk of the Fifteenth Judicial Circuit and the 18<sup>th</sup>  
Family Court Circuit of Harrison County, West Virginia, hereby certify the  
foregoing to be a true copy of the ORDER entered in the above styled action  
on the 12 day of January, 2012.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix

Seal of the Court this 12 day of January, 2012.

Donald L. Kopp II  
Fifteenth Judicial Circuit & 18<sup>th</sup> Family Court  
Circuit Clerk  
Harrison County, West Virginia