

PERRINE DUPONT SETTLEMENT
SPELTER VOLUNTEER FIRE DEPARTMENT CLAIMS OFFICE
55 B. STREET
P.O. BOX 257
SPELTER, WV 26438
304-622-7443
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1-800-345-0837
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CIRCUIT COURT
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May 15, 2012

REPORT RESPECTING RELOCATION PROTOCOLS AND HOTEL AND PET
HOUSING AGREEMENTS AND CLAIMANT PER DIEM PAYMENTS

BY HAND DELIVERY

The Honorable Thomas A. Bedell
Circuit Judge of Harrison County
301 West Main Street, Room 321
Clarksburg, West Virginia 26301

Re: Perrine et al. v. DuPont et al. (04-C-296-2) - Relocation Protocols and Hotel and Pet
Housing Agreements and Claimant Per Diem Payments; Our File No. 4609-1
{DD-26}

Dear Judge Bedell,

We hope this letter finds the Court well.

The purpose of this letter is to (i) describe for the Court's consideration the proposed protocols to follow in relocating families to accommodate the implementation of the Program, together with a proposed per Claimant family per diem allowance of \$100 dollars during the time that the family is relocated to accommodate the clean-up of its home; (ii) provide for the Court for its consideration proposed Claimant hotel agreements with Microtel and Days Inn, with additional agreements with Sleep Inn and Best Western possibly to be provided in the future; (iii) provide to the Court for its consideration a proposed pet housing agreement with Prim & Trim; (iv) and to report to the Court a small upward adjustment in the Claimant Relocation Expense line item to the Working Budget submitted to the Court with your Claims Administrator's April 9, 2012 Fairness Hearing Report respecting the Program.

I. PROPOSED RELOCATION PROTOCOLS AND PER DIEM PAYMENT

The proposed family relocation protocols and per diem payments are:

1. NCM (the remediation contractor) and the Claims Administrator's staff are to secure a Relocation Agreement executed by the Claimant family during the initial clean-up meeting. The Agreement form is in Exhibit A.
2. The Claims Administrator's Spelter staff shall decide with the Claimant family the following relocation details:
 - (a) Number of rooms to be secured, disability concerns, relocation of animals, and home move out and return dates;
 - (b) Spelter staff to contact approved hotel and animal housing facilities and finalize type and number of rooms and accommodations and move out and return dates;
 - (c) Spelter staff to contact Claimant family by telephone and to send a letter describing all of the relocation details, with copy of letter to be placed on the S Drive and in Claimant family's paper file;
 - (d) Spelter staff to call the Claimant family two (2) days before relocation to remind of check in time and other matters;
 - (e) Spelter staff to secure a time for Claimant family to pick up per diem check amount which shall be \$100 per day for a family. The per diem check shall be provided to the Claimant family on the day of the relocation; and
 - (f) Spelter staff to inform the Settlement accounting team of the relocation details to ensure the relocation payments are timely made.

II. PROPOSED HOTEL AND PET MOTEL AGREEMENTS

As stated in our April 9, 2012 Report to the Court, we estimate that approximately 600 homes will be cleaned-up under the Program. While a home is being cleaned, a family will be asked to vacate the home for one week on average. Days Inn and Microtel have each agreed to assist with Claimant housing at the rate of about \$70 per room per night. Microtel requires a 6 room per night commitment, and it would be filled first. Additional similar agreements might be obtained from Sleep Inn and Best Western, in an effort to give Claimant families alternative housing.

At the Fairness Hearing and in other Claimant conversations concerning the Program, many Claimants have expressed the need to house their pets while their home is being cleaned-up. Pet hotel business, Prim-N-Trim, is able to accommodate a significant number of dogs, cats, reptiles, birds and rodents, and also picks up and returns animals as needed.

Proposed Agreements with Days Inn and Microtel, and with Prim-N-Trim, are submitted in Exhibit B for the Court's consideration.

III. REVISED CLAIMANT RELOCATION EXPENSES
LINE ITEM TO PROGRAM WORKING BUDGET

Below is an updated Claimant Relocation Expenses line item to the Working Budget for the Program, with the line item amount reported to the Court on April 9, 2012 having been \$700,000:

A. Claimant Lodging

<u>Facility</u>	<u>Cost</u>	<u># of Rooms</u>	<u>Average # of Nights</u>	<u>Sub-Total</u>
Microtel Hotel	Average of \$71.25 per room/night	x 500	x 7 =	\$249,375
Days Inn	Fixed Cost of \$70 per room/night	x 120	x 7 =	\$58,800

B. Claimant Animal Relocation and Transport (Estimate of 250 Animals)

<u>Item</u>	<u>Cost</u>	<u>Average # of Nights</u>	<u>Sub-Total</u>
Pick Up and Drop of Fee for 50 Animals	x \$20/round-trip	NA =	\$1,000
Lodging for 100 Cats	x \$12/night	x 7 =	\$8,400
Lodging for 80 Dogs	x \$15/night	x 7 =	\$8,400
Lodging for 20 Other (Birds, Fish, Reptiles, Rodents)	x \$5/night	x 7 =	\$700

C. Per Diem Cash Payments:

<u>Item</u>	<u>Cost</u>	<u>Average # of Nights</u>	<u>Sub-Total</u>
600 Families	x 100/day	x 7 =	\$420,000
TOTAL:			<u>\$746,675</u>

The above revised Claimant Relocation Expense line item to the Working Budget is approximately \$40,000 more than that estimated in the April 9, 2012 Fairness Hearing Report to the Court. However, it is easily accommodated with the 10% Reserve for Contingencies, totaling \$2.4 million, which is part of the Working Budget.

IV. CONCLUSION

Based upon the foregoing, your Claims Administrator requests the following relief from the Court:

- (i) that the Court approve the above proposed Relocation Protocols and related \$100 per Claimant family per diem amount;
- (ii) that the Court approve the proposed Relocation Agreement Forms in Exhibit A;
- (iii) that the Court approve the proposed hotel agreements with Days Inn and Microtel, and the utilization of similar agreements with other consenting hotels, and the proposed Pet Motel Agreement with Prim-N-Trim; and
- (iv) such other relief as the Court deems to be appropriate.

A proposed Order is submitted for the Court's consideration.

Respectfully Submitted,

Edgar C. Gentle, III
Claims Administrator

ECGIII/kah
Attachments:

Proposed Order
Exhibits:

- A. Relocation Agreement Forms (One for an Owner and One for a Tenant)
- B. Proposed Hotel Agreements with Days Inn and Microtel and Pet Motel Agreement with Prim-N-Trim

cc: (with Proposed Order and Exhibits)
(via e-mail)(confidential)
Stephanie D. Thacker, Esq.
David B. Thomas, Esq.
James S. Arnold, Esq.
Virginia Buchanan, Esq.
Terry D. Turner, Jr., Esq.
Diandra S. Debrosse, Esq.
Katherine A. Harbison, Esq.
Paige F. Osborn, Esq.
Michael A. Jacks, Esq.
William S. ("Buddy") Cox, Esq.
J. Keith Givens, Esq.
McDavid Flowers, Esq.
Farrest Taylor, Esq.
Ned McWilliams, Esq.
Perry B. Jones, Esq.
Angela Mason, Esq.
Meredith McCarthy, Esq.
Mr. Marc Glass
Mr. Billy Sublett
Mr. Denis Raver

**EXHIBIT A TO
MAY 15, 2012 REPORT:**

**RELOCATION AGREEMENT FORMS
(ONE FOR AN OWNER AND
ONE FOR A TENANT)**

OWNER

PERRINE DUPONT SETTLEMENT CLAIMS OFFICE
SPELTER VOLUNTEER FIRE DEPARTMENT OFFICE
55 B. STREET
P.O. BOX 257
SPELTER WV, 26438
304-622-7443
1-800-345-0837

Property Clean-Up Owner Temporary Relocation Agreement

I understand that, due to potential health and convenience considerations, the Settlement recommends that all residents of my property be relocated to a local hotel. I acknowledge that my relocation is voluntary, but that it is in my best interest to relocate in order to have my property and/or house remediated, and to make sure that I (and my family) am not unnecessarily exposed to potentially dangerous substances.

Property Address

Contact Owner's Name

I. RELOCATION OF OWNER

I specifically request relocation for _____ people for the duration of the clean-up tasks being performed on my property.

Residents Requiring Relocation:

Name	Age	Individual Room Requested (Y/N)	Disability (Y/N)

1. _____			
2. _____			
3. _____			

4. _____

5. _____

6. _____

7. _____

8. _____

If you have indicated that you or a member of your family has a disability, please describe the disability and any special accommodations that you will need:

The Settlement has agreed to provide hotel accommodations for _____ people, requiring _____ number of rooms with double queen beds in each room at _____ hotel from _____ / _____ / _____ to _____ / _____ / _____ which is the estimated time required to complete the tasks itemized in the attached Clean-Up Agreement. I understand that I may be relocated for less or more time than is stated in this Agreement.

II. RELOCATION OF ANIMALS

I specifically request relocation for _____ animals for the duration of the clean-up tasks being performed on my property. I understand that I must inform the Claims Administrator of any health or other issues that my animal has. I also understand that **I must provide food** for the facility during the pendency of my animal's relocation.

I have the following (please circle and indicate the number and type):

Dogs Number: _____ Type: _____

Cats Number: _____

Fish (must provide the tank) Type: _____

Reptiles (must provide the tank or container) Type: _____

Rodents (must provide the container)

Type: _____

Other: _____

III. RELOCATION DETAILS

The Settlement shall pay the following:

1. Hotel room rental fees and taxes;
2. A per diem for food purposes of \$100 per family per day. A "family" for this purpose means all of the residents of the home, regardless of specific relationship.
3. Pet Motel fees and taxes.

The Settlement shall NOT be responsible for:

1. Any charges other than those itemized above.
2. Any room service charges (which are not covered by the per diem).
3. Television, Movie, or Entertainment charges of any type.
4. Transportation to and from work or school.
5. Damage or misuse of the hotel accommodations.

PLEASE NOTE THAT FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT MAY RESULT IN TERMINATION OF YOUR RELOCATION AGREEMENT. IF YOU ARE REMOVED FROM THE PREMISES BY THE HOTEL, THE SETTLEMENT WILL NOT BE RESPONSIBLE FOR FINDING ANOTHER TEMPORARY RESIDENCE FOR YOU, YOUR FAMILY, OR THE OTHER RESIDENTS OF YOUR PROPERTY. PLEASE COMPLY WITH ALL HOTEL POLICIES.

FIREARMS: I certify that I have disclosed any and all guns which are on the property, and that all said firearms have been secured and/or removed from the premises.

ILLEGAL SUBSTANCES: I certify that there are no illegal substances and/or paraphernalia on the property, and understand that for safety and legal purposes, the Settlement will be required to report to law enforcement any illegal substances which are encountered on the premises, and will immediately suspend remediation efforts.

I certify that I understand and accept the terms of this Owner Temporary Relocation Agreement. I further certify that all of the terms of this Temporary Relocation Agreement have been explained to me and that all of my questions were answered. I certify that I have the authority to make this relocation decision for all of the residents of the property.

_____/_____/_____
Owner Signature (Sign) Owner Name (Print) Date

SETTLEMENT ADMINISTRATION CONFIRMATION

As the Perrine DuPont Settlement Representative who visited the property and spoke with the Owner of the eligible property on this date, I certify that I have explained the temporary relocation policy of the Settlement to the Owner.

I certify that I and NCM (the Contractor) have met with the Owner and that any refusal of the Claimant Owner to any and all recommended remediation tasks as indicated above is voluntary, and was entered into by the Owner of his/her own volition.

_____/_____/_____
Signature of Settlement Representative Date

Print Name of Settlement Representative

TENANT

PERRINE DUPONT SETTLEMENT CLAIMS OFFICE
SPELTER VOLUNTEER FIRE DEPARTMENT OFFICE
55 B. STREET
P.O. BOX 257
SPELTER WV, 26438
304-622-7443
1-800-345-0837

Property Clean-Up Tenant Temporary Relocation Agreement

I understand that, due to potential health and convenience considerations, the Settlement recommends that all residents of my property be relocated to a local hotel. I acknowledge that my relocation is voluntary, but that it is in my best interest to relocate in order to have my property and/or house remediated, and to make sure that I (and my family) am not unnecessarily exposed to potentially dangerous substances.

Property Address

Contact Tenant's Name

Owner's Name

Owner's Phone Number

I. RELOCATION OF TENANTS

I specifically request relocation for _____ people for the duration of the clean-up tasks being performed on my property.

Residents Requiring Relocation:

Name	Age	Individual Room Requested (Y/N)	Disability (Y/N)

1. _____

2. _____

3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

If you have indicated that you or a member of your family has a disability, please describe the disability and any special accommodations that you will need:

The Settlement has agreed to provide hotel accommodations for _____ people, requiring _____ number of rooms with double queen beds in each room at _____ hotel from _____ / _____ / _____ to _____ / _____ / _____ which is the estimated time required to complete the tasks itemized in the attached Clean-Up Agreement. I understand that I may be relocated for less or more time than is stated in this Agreement.

II. RELOCATION OF ANIMALS

I specifically request relocation for _____ animals for the duration of the clean-up tasks being performed on my property. I understand that I must inform the Claims Administrator of any health or other issues that my animal has. I also understand that **I must provide food** for the facility during the pendency of my animal's relocation.

I have the following (please circle and indicate the number and type):

Dogs Number: _____ Type: _____

Cats Number: _____

Fish (must provide the tank) Type: _____
Reptiles (must provide the tank or container) Type: _____
Rodents (must provide the container) Type: _____
Other: _____

III. RELOCATION DETAILS

The Settlement shall pay the following:

1. Hotel room rental fees and taxes;
2. A per diem for food purposes of \$100 per family per day. A "family" for this purpose means all of the residents of the home, regardless of specific relationship.
3. Pet Motel fees and taxes.

The Settlement shall NOT be responsible for:

1. Any charges other than those itemized above.
2. Any room service charges (which are not covered by the per diem).
3. Television, Movie, or Entertainment charges of any type.
4. Transportation to and from work or school.
5. Damage or misuse of the hotel accommodations.

PLEASE NOTE THAT FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT MAY RESULT IN TERMINATION OF YOUR RELOCATION AGREEMENT. IF YOU ARE REMOVED FROM THE PREMISES BY THE HOTEL, THE SETTLEMENT WILL NOT BE RESPONSIBLE FOR FINDING ANOTHER TEMPORARY RESIDENCE FOR YOU, YOUR FAMILY, OR THE OTHER RESIDENTS OF YOUR PROPERTY. PLEASE COMPLY WITH ALL HOTEL POLICIES.

FIREARMS: I certify that I have disclosed any and all guns which are on the property, and that all said firearms have been secured and/or removed from the premises.

ILLEGAL SUBSTANCES: I certify that there are no illegal substances and/or paraphernalia on the property, and understand that for safety and legal purposes, the Settlement will be required to report to law enforcement any illegal substances which are encountered on the premises, and will immediately suspend remediation efforts.

I certify that I understand and accept the terms of this Temporary Relocation Agreement. I further certify that all of the terms of this Temporary Relocation Agreement have been explained to me and that all of my questions were answered. I certify that I have the authority to make this relocation decision for all of the residents of the property.

_____/_____/_____
Tenant Signature (Sign) Tenant Name (Print) Date

SETTLEMENT ADMINISTRATION CONFIRMATION

As the Perrine DuPont Settlement Representative who visited the property and spoke with the Tenant of the eligible property on this date, I certify that I have explained the temporary relocation policy of the Settlement to the Tenant.

I certify that I and NCM (the Contractor) have met with the Tenant and that any refusal of the Claimant Owner to any and all recommended remediation tasks as indicated above is voluntary, and was entered into by the Tenant of his/her own volition.

_____/_____/_____
Signature of Settlement Representative Date

Print Name of Settlement Representative

**EXHIBIT B TO
MAY 15, 2012 REPORT:**

**PROPOSED HOTEL AGREEMENTS
WITH DAYS INN AND MICROTEL
AND PET MOTEL AGREEMENT WITH
PRIM-N-TRIM**

AGREEMENT FOR HOTEL SERVICES FOR PURPOSES OF
TEMPORARY CLAIMANT RELOCATION

for the LENORA PERRINE, ET AL.,

V.

E.I. DuPONT DE NEMOURS AND COMPANY, ET AL.,

SETTLEMENT

a.k.a the PERRINE DUPONT SETTLEMENT

by and through

THE SPECIAL MASTER AND CLAIMS ADMINISTRATOR

and

DAYS INN

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THIS AGREEMENT is entered into on May_, 2012, and is effective upon Court approval ("Effective Date"), being between Days Inns and Suites, a corporation conducting business at 112 Tolley Drive, Bridgeport, WV 26330 ("Days Inn"), and the Perrine DuPont Settlement (hereinafter "Sponsor") which was approved by the Circuit Court of Harrison County, West Virginia, Case No. 04-C-296-2 (the "Court"), by Orders dated January 4, 2011, and June 27, 2011, by and through the appointed Special Master and Claims Administrator, Edgar C. Gentle, III., Esq., (hereinafter the "Claims Administrator").

The principal place of business of the Sponsor, is 55 B Street, P.O. Box 257, Spelter, West Virginia, 26438.

WHEREAS, Days Inn seeks to contract with the Sponsor to provide overnight accommodations for the Sponsor Claimants while their property is being remediated, and the Sponsor wishes to obtain such services.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and substantial consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS

All words and phrases defined below shall have the following meaning:

- A. "Claimant" means a person identified by the Sponsor to Days Inn.

II. PERIOD OF PERFORMANCE

- A. This Agreement shall become effective upon execution by both Parties

and shall continue in full force and effect for 32 weeks commencing June 1, 2012, and may be extended thereafter at the will of the Sponsor.

III. ACCOMODATIONS

A. Intent and Good Faith:

- a. Days Inn understands and the Sponsor will try to relocate families for 5 to 8 day periods commencing June 1, 2012, or earlier at Sponsor's election, and continuing until the Sponsor notifies Days Inn.
- b. Days Inn will act in good faith to work with the Sponsor to facilitate the best accommodations for Claimants despite other room block commitments.

B. Room Block Commitment:

- a. Days Inn shall make rooms reasonably available for 32 weeks commencing on June 1, 2012, or earlier at Sponsor's election.
- b. To the extent reasonably available, rooms shall be accessible to disabled individuals, as governed by the Americans with Disabilities Act ("ADA").

C. Reservations:

- a. Days Inn shall identify an Account Representative within five (5) days of execution of this Agreement who shall be responsible for interfacing with the Sponsor to identify accommodations and dates for Claimants.

- b. Days Inn shall be contracted by the Sponsor to schedule reservations, and all reservations shall be made solely by a Sponsor employee, and not by any claimant or individual external to the Sponsor.

D. Parking: Days Inn shall ensure that sufficient parking is available for the Claimants. There shall be no additional cost to the Claimant and/or to the Sponsor for parking.

E. Check In and Check Out Times:

- a. Check In: Check In shall be at 11:00AM. or later.
- b. Check Out: Check Out Shall be at 1:00PM. or earlier.

IV. COMPENSATION AND TERMS OF PAYMENT

A. Fee Schedule: Days Inn agrees to provide the accommodation services contemplated herein at the costs delineated in the Accommodation Fee Schedule attached hereto as Exhibit 1.

B. Limitations of Program Reimbursement for Accommodations Solely: The Sponsor shall reimburse solely for Claimant booked accommodations and shall not reimburse Days Inn for any food, entertainment, television, movie and/or any other costs incurred by the Claimant.

C. Terms of Payment: For each room occupied by a Claimant, the Sponsor shall provide payment based upon the Accommodation Fee Schedule attached hereto as Exhibit 1 at the time of Check-Out.

V. TERMINATION

- A. Termination for Convenience: The Claims Administrator reserves the right to terminate this Agreement and all rights and obligations hereunder without cause, or for convenience, at its sole discretion, at any time after five (5) days written notice.
- B. Effect of Termination: In the event of a termination, this Agreement shall be of no further force or effect except that each party hereto shall remain liable for any debts and/or liabilities arising from activities under this Agreement occurring prior to the effective date of termination.

VI. CHOICE OF LAW AND RESOLUTION OF ALL DISPUTES

- A. Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.
- B. Resolution of All Disputes: The Honorable Thomas A. Bedell of the Circuit Court in Harrison County, West Virginia, retains continuous and exclusive jurisdiction and supervision over the Perrine DuPont Settlement, of this Agreement, and any agreements related thereto. Any judicial proceeding arising out of or relating to this Agreement may be brought only before the Honorable Thomas A. Bedell of the Circuit Court of Harrison County West Virginia, and any judgment against a party may be enforced only by a proceeding before the Circuit Court of Harrison County West Virginia. The Parties irrevocably and expressly submit to the jurisdiction of the Court over any such proceeding. The Parties irrevocably and expressly waive any objection that they might now or hereafter have to the laying of venue for such proceeding before the Honorable Thomas A. Bedell in the Circuit Court of Harrison County West Virginia and any claim that any such proceeding in

the Circuit Court of Harrison County West Virginia has been brought in an inconvenient forum.

VII. MISCELLANEOUS

A. Prompt Notification of any and all Complaints: Days Inn agrees that it shall promptly notify in writing the Claims Administrator of any and all complaints and/ or issues which relate to or arise from this Agreement contemplated herein.

B. Notice: Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally hand delivered or, if sent via overnight mail upon receipt, or three (3) days after deposit in the United States Mail, postage prepaid, sent certified or registered, addressed as follows:

A. If to the Claims Administrator, to:

Ed Gentle, Claims Administrator
The Perrine DuPont Property Remediation Program
Spelter Volunteer Fire Department Office
55 B Street
PO BOX 257
Spelter, West Virginia 26438
With an email copy to escrowagen@aol.com

B. If to Days Inn, to:

or to such other address or person as hereafter shall be designated in writing by the applicable party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

The undersigned certifies that he or she has legal authority to bind Days Inn Inns and Suites, Inc.:

Days Inn Inns and Suites, Inc.

By: _____

Cindy Gibsonj

Title: General Manager

Date: _____

WITNESS:

The undersigned certifies that he has legal authority to bind the Sponsor upon approval of this Agreement by the Court in the DuPont Case.

The Perrine DuPont Settlement

By: _____

Edgar C. Gentle, III

Title: Claims Administrator

Date: _____

WITNESS:

EXHIBIT 1
ACCOMODATION FEE SCHEDULE

<u>Accommodations</u>	<u>Blended Rate</u>	<u>Tax Rate</u>
Single Room	\$70/ night	
Double Room (w/o refrigerator)	\$70/night	
Double Room (w/ refrigerator)	\$70/night	

AGREEMENT FOR HOTEL SERVICES FOR PURPOSES OF
TEMPORARY CLAIMANT RELOCATION

for the LENORA PERRINE, ET AL.,

V.

E.I. DuPONT DE NEMOURS AND COMPANY, ET AL.,

SETTLEMENT

a.k.a the PERRINE DUPONT SETTLEMENT

by and through

THE SPECIAL MASTER AND CLAIMS ADMINISTRATOR

and

MICROTEL INN & SUITES

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THIS AGREEMENT is entered into on May_, 2012, and is effective upon Court approval ("Effective Date"), being between Microtel Inn & Suites, a corporation with its headquarters at _____ ("Microtel") and the Lenora Perrine DuPont Settlement (hereinafter "Sponsor") which was approved by the Circuit Court of Harrison County, West Virginia, Case No. 04-C-296-2 (the "Court"), by Orders dated January 4, 2011, and June 27, 2011, by and through the appointed Special Master and Claims Administrator, Edgar C. Gentle, III., Esq., (hereinafter the "Claims Administrator").

The principal place of business of the Sponsor is 55 B Street, P.O. Box 257, Spelter, West Virginia, 26438.

WHEREAS, Microtel seeks to contract with the Sponser to provide overnight accommodations for the Sponsor Claimants while their property is being remediated, and the Sponsor wishes to obtain such services.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and substantial consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS

All words and phrases defined below shall have the following meaning:

A. "Claimant" means a person identified by the Sponsor to Microtel.

II. PERIOD OF PERFORMANCE

A. This Agreement shall become effective upon execution by both Parties

and shall continue in full force and effect for 32 weeks commencing June 1, 2012, and may be extended thereafter at the will of the Sponsor.

III. ACCOMODATIONS

A. Intent and Good Faith:

- a. Microtel understands and the Sponsor will try to relocate families for 5 to 8 day periods commencing June 1, 2012, or earlier at Sponsor's election, and continuing until the Sponsor notifies Microtel.
- b. Microtel will act in good faith to work with the Sponsor to facilitate the best accommodations for Claimants despite other room block commitments.

B. Room Block Commitment:

- a. Microtel shall reserve a minimum of 6 available rooms for 32 weeks commencing on June 1, 2012, or earlier at Sponsor's election.
- b. To the extent reasonably available, rooms shall be accessible to disabled individuals, as governed by the Americans with Disabilities Act ("ADA").

C. Reservations:

- a. Microtel shall identify an Account Representative within five (5) days of execution of this Agreement who shall be responsible for interfacing with the Sponsor to identify accommodations and dates for Claimants.

- b. Microtel shall be contracted by the Sponsor to schedule reservations, and all reservations shall be made solely by a Sponsor employee, and not by any claimant or individual external to the Sponsor.

D. Parking: Microtel shall ensure that sufficient parking is available for the Claimants. There shall be no additional cost to the Claimant and/or to the Sponsor for parking.

E. Check In and Check Out Times:

- a. **Check In:** Check In shall be at 11:00AM. or later.
- b. **Check Out:** Check Out Shall be at 1:00PM. or earlier.

IV. COMPENSATION AND TERMS OF PAYMENT

A. Fee Schedule: Microtel agrees to provide the accommodation services contemplated herein at the costs delineated in the Accommodation Fee Schedule attached hereto as Exhibit 1.

B. Limitations of Program Reimbursement for Accommodations Solely: The Sponsor shall reimburse solely for Claimant booked accommodations and shall not reimburse Microtel for any food, entertainment, television, movie and/or any other costs incurred by the Claimant.

C. Terms Of Payment: For each room occupied by a Claimant, the Sponsor shall provide payment based upon the Accommodation Fee Schedule attached hereto as Exhibit 1 at the time of Check-Out.

V. TERMINATION

- A. Termination for Convenience: The Claims Administrator reserves the right to terminate this Agreement and all rights and obligations hereunder without cause, or for convenience, at its sole discretion, at any time after five (5) days written notice.
- B. Effect of Termination: In the event of a termination, this Agreement shall be of no further force or effect except that each party hereto shall remain liable for any debts and/or liabilities arising from activities under this Agreement occurring prior to the effective date of termination.

VI. CHOICE OF LAW AND RESOLUTION OF ALL DISPUTES

- A. Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.
- B. Resolution of All Disputes: The Honorable Thomas A. Bedell of the Circuit Court in Harrison County, West Virginia, retains continuous and exclusive jurisdiction and supervision over the Perrine DuPont Settlement, of this Agreement, and any agreements related thereto. Any judicial proceeding arising out of or relating to this Agreement may be brought only before the Honorable Thomas A. Bedell of the Circuit Court of Harrison County West Virginia, and any judgment against a party may be enforced only by a proceeding before the Circuit Court of Harrison County West Virginia. The Parties irrevocably and expressly submit to the jurisdiction of the Court over any such proceeding. The Parties irrevocably and expressly waive any objection that they might now or hereafter have to the laying of venue for such proceeding before the Honorable Thomas A. Bedell in the Circuit Court of Harrison County West Virginia and any claim that any such proceeding in

the Circuit Court of Harrison County West Virginia has been brought in an inconvenient forum.

VII. MISCELLANEOUS

A. Prompt Notification of any and all Complaints: Microtel agrees that it shall promptly notify in writing the Claims Administrator of any and all complaints and/ or issues which relate to or arise from this Agreement contemplated herein.

B. Notice: Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally hand delivered or, if sent via overnight mail upon receipt, or three (3) days after deposit in the United States Mail, postage prepaid, sent certified or registered, addressed as follows:

A. If to the Claims Administrator, to:
Ed Gentle, Claims Administrator
The Perrine DuPont Property Remediation Program
Spelter Volunteer Fire Department Office
55 B Street
PO BOX 257
Spelter, West Virginia 26438
With an email copy to escrowagen@aol.com

B. If to Microtel, to:

or to such other address or person as hereafter shall be designated in writing by the applicable party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

The undersigned certifies that he or she has legal authority to bind Microtel Inns and Suites, Inc.:

Microtel Inns and Suites, Inc.

By: _____

Heather Allman

Title: General Manager

Date: _____

WITNESS:

The undersigned certifies that he has legal authority to bind the Sponsor upon approval of this Agreement by the Court in the DuPont Case.

The Perrine DuPont Settlement

By: _____

Edgar C. Gentle, III

Title: Claims Administrator

Date: _____

WITNESS:

EXHIBIT 1
ACCOMODATION FEE SCHEDULE

<u>Accommodations</u>	<u>Rate</u>	<u>Tax Rate</u>
Single Room	\$60/ night	
Double Room (w/o refrigerator)	\$70/night	
Double Room (w/ refrigerator)	\$75/night	

AGREEMENT FOR HOTEL SERVICES FOR PURPOSES OF
TEMPORARY ANIMAL RELOCATION

for the LENORA PERRINE, ET AL.,

V.

E.I. DuPONT DE NEMOURS AND COMPANY, ET AL.,

SETTLEMENT

a.k.a the PERRINE DUPONT SETTLEMENT

by and through

THE SPECIAL MASTER AND CLAIMS ADMINISTRATOR

and

PRIM-N-TRIM, LLC

THIS AGREEMENT is entered into on May_, 2012, and is effective upon Court approval ("Effective Date"), being between Prim-N-Trim, LLC, a corporation with its headquarters at _____, West Virginia, ("Prim-N-Trim") and the Perrine DuPont Settlement (hereinafter "Sponsor") which was approved by the Circuit Court of Harrison County, West Virginia, Case No. 04-C-296-2 (the "Court"), by Orders dated January 4, 2011, and June 27, 2011, by and through the appointed Special Master and Claims Administrator, Edgar C. Gentle, III., Esq., (hereinafter the "Claims Administrator").

The principal place of business of the Sponsor, is 55 B Street, P.O. Box 257, Spelter, West Virginia, 26438.

WHEREAS, Prim-N-Trim seeks to contract with the Sponsor to provide overnight accommodations and care for the animals of the Sponsor Claimants, while their property is being remediated, and the Sponsor wishes to obtain such services.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and substantial consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS

All words and phrases defined below shall have the following meaning:

- A. "Claimant" means a person identified by the Sponsor to Prim-N-Trim.
- B. "Animals" for purposes of this Agreement includes, cats, dogs, birds, reptiles (in tanks to be provided by Claimants), fish (in tanks to be provided by Claimants), rodents (in tanks to be provided by Claimants).

II. PERIOD OF PERFORMANCE

- A. This Agreement shall become effective upon execution by both Parties and shall continue in full force and effect for 32 weeks commencing June 1, 2012, and may be extended thereafter at the will of the Sponsor.

III. ANIMAL ACCOMODATIONS

A. Intent and Good Faith:

- a. Prim-N-Trim understands and the Sponsor will try to relocate families for 5 to 8 day periods commencing June 1, 2012, or earlier at Sponsor's election, and continuing until the Sponsor notifies Prim-N-Trim.
- b. Prim-N-Trim shall act in good faith to work with the Sponsor to facilitate the best accommodations for said Claimants' animals during the relocation period.

B. Animal Care:

- a. All animals shall be maintained in sanitary and safe conditions, separated from dangers posed by any other animals.
- b. All animals shall be fed on an appropriate schedule and/or according to specific directions provided by the Claimant owner.
- c. All dogs shall be walked or allowed to roam for at least two (2) hours per day.

- d. At a minimum, dogs shall be bathed once every five (5) days.
- e. Where requested and/or necessary, all medications shall be administered to animals.
- f. In the event of an emergency and/or injury to an animal entrusted to Prim-N-Trim during the pendency of this Agreement, the Claims Administrator shall be notified within six (6) hours of said injury.

C. Reservations, Transfer of Animals, and Access:

- a. Account Representative: Prim-N-Trim shall identify an Account Representative within three (3) business days of execution of this Agreement who shall be responsible for interfacing with the Sponsor to identify accommodations and dates for said animals.
- b. Accommodations: Prim-N-Trim shall be contracted by the Sponsor to schedule animal accommodations, and all reservations shall be made solely by a Sponsor employee, and not by any Claimant or individual external to the Sponsor.
- c. Transfer: Prim-N-Trim shall provide for transfer of a requested animal within one (1) business day of said request by the Sponsor. Claimants will also have the option of bringing their animal(s) to the Prim-N-Trim facility.
- d. Claimant Access: Claimants shall be allowed to visit with their animal as requested.

IV. COMPENSATION AND TERMS OF PAYMENT

- A. **Fee Schedule:** Prim-N-Trim agrees to provide the accommodation services contemplated herein at the costs delineated in the Accommodation Fee Schedule attached hereto as Exhibit 1.
- B. **Terms Of Payment:** For each animal transferred and/or housed pursuant to the terms of this Agreement, the Sponsor shall provide payment based upon the Accommodation Fee Schedule attached hereto as Exhibit 1 within fifteen (15) days of receipt of a Prim-N-Trim invoice.

V. TERMINATION

- A. **Termination for Convenience:** The Claims Administrator reserves the right to terminate this Agreement and all rights and obligations hereunder without cause, or for convenience, at its sole discretion, at any time after five (5) days written notice. In the event Claims Administrator terminates this Agreement without cause then Claims Administrator shall reimburse Prim-N-Trim for any reasonable out-of-pocket costs and expenses incurred for the care and housing of animals.
- B. **Effect of Termination:** In the event of a termination, this Agreement shall be of no further force or effect except that each party hereto shall remain liable for any debts and/or liabilities arising from activities under this Agreement occurring prior to the effective date of termination.

VI. CHOICE OF LAW AND RESOLUTION OF ALL DISPUTES

- A. **Choice of Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

B. Resolution of All Disputes: The Honorable Thomas A. Bedell of the Circuit Court in Harrison County, West Virginia, retains continuous and exclusive jurisdiction and supervision over the Perrine DuPont Settlement, of this Agreement, and any agreements related thereto. Any judicial proceeding arising out of or relating to this Agreement may be brought only before the Honorable Thomas A. Bedell of the Circuit Court of Harrison County West Virginia, and any judgment against a party may be enforced only by a proceeding before the Circuit Court of Harrison County West Virginia. The Parties irrevocably and expressly submit to the jurisdiction of the Court over any such proceeding. The Parties irrevocably and expressly waive any objection that they might now or hereafter have to the laying of venue for such proceeding before the Honorable Thomas A. Bedell in the Circuit Court of Harrison County West Virginia and any claim that any such proceeding in the Circuit Court of Harrison County West Virginia has been brought in an inconvenient forum.

VII. MISCELLANEOUS

A. Prompt Notification of any and all Complaints: Prim-N-Trim agrees that it shall promptly notify in writing the Claims Administrator of any and all complaints and/ or issues which relate to or arise from this Agreement contemplated herein.

B. Notice: Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally hand delivered or, if sent via overnight mail upon receipt, or three (3) days after deposit in the United States Mail, postage prepaid, sent certified or registered, addressed as follows:

A. If to the Claims Administrator, to:
Ed Gentle, Claims Administrator
The Perrine DuPont Property Remediation Program
Spelter Volunteer Fire Department Office
55 B Street
PO BOX 257
Spelter, West Virginia 26438
With an email copy to escrowagen@aol.com

B. If to Prim-N-Trim, to:

or to such other address or person as hereafter shall be designated in writing by the applicable party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

The undersigned certifies that he or she has legal authority to bind Prim-N-Trim Inns and Suites, Inc.:

Prim-N-Trim

By: _____

Brenda Yeager

Title: Owner

Date: _____

WITNESS:

The undersigned certifies that he has legal authority to bind the Sponsor upon approval of this Agreement by the Court in the DuPont Case.

The Perrine DuPont Settlement

By: _____

Edgar C. Gentle, III

Title: Claims Administrator

Date: _____

WITNESS:

EXHIBIT 1
ACCOMODATION FEE SCHEDULE

<u>Accommodations*</u>	<u>Rate</u>
Per dog	\$15 per day
Per cat	\$12 per day
Fish in Tanks	\$5 per day
Birds	\$5 per day
Reptiles and Rodents (in containers)	\$5 per day
 <u>Transfer of Animals from Zone 1, 2 and 3 Homes</u> <u>To Prim-N-Trim Facility</u>	
Pick Up Fee	\$10
Return Fee	\$10

Accommodations do not include food. Animal food is to be provided by the Claimant/Owner of the animal. Any and all medications are to be provided by the Claimant/Owner of the animal.

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,

v.

Case No. 04-C-296-2
Thomas A. Bedell, Circuit Judge

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

Defendants.

**FINAL ORDER APPROVING RELOCATION PROTOCOLS, AND \$100 PER
FAMILY PER DIEM ALLOWANCE FOR FAMILIES RELOCATING DURING
THE CLEAN-UP PROCESS, AND HOTEL AND PET MOTEL AGREEMENTS
FOR RELOCATED FAMILIES AND THEIR PETS**

Presently before the Court is the Claims Administrator's May 15, 2012, Report, which recommends Relocation Protocols and Hotel and Pet Housing Agreements, and Claimant per diem payments for families who must temporarily vacate their homes while they are being cleaned during the Settlement Remediation Program (the "Program").

After a careful review of the Claims Administrator's Report, in consideration of applicable law, the Court **ORDERS** the report, together with the Claimant Relocation Protocols, relocated Claimant family per diem allowance, and Hotel and Pet Motel agreement forms, is hereby **APPROVED** and that the Claims Administrator, on behalf of the Perrine DuPont Settlement, is hereby **AUTHORIZED, EMPOWERED** and **DIRECTED** to enter into Hotel and Pet Motel Agreements on behalf of the Settlement, with the Claims Administrator's execution and delivery thereof, to be conclusively presumed to be valid and binding acts of the Settlement.

The Claims Administrator is hereby instructed to carry-out the proposed Relocation Protocols and to remit the proposed per Claimant family per diem allowance to relocated families. If the Claims Administrator is successful in negotiating additional Hotel Agreements, he is hereby authorized, empowered and directed to enter into them on behalf of the Settlement, with the Claims Administrator's execution and delivery thereof to be conclusively presumed to be valid and binding acts of the Settlement, provided that such additional agreements are substantially in the form of those submitted in the May 15, 2012 Report.

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 Thacker
Guthrie & Thomas, PLLC
P.O. Box 3394
Charleston, WV 25333-3394

Meredith McCarthy
901 W. Main St.
Bridgeport, WV 26330
Guardian ad litem

Edgar Gentle, III
Michael Jacks
Settlement Claims Office
P.O. Box 257
Spelter, WV 26438
Special Master

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

Virginia Buchanan
Levin, Papantonio, Thomas, Mitchell
Eshsner & Proctor, P.A.
316 South Baylen St., Suite 600
Pensacola, FL 32502-5996

Dennis Raver
George Hilton
NCM Demolition and Remediation, LP
3900 Vero Road
Baltimore, MD 21227

This Order Prepared By:

Edgar C. Gentle, III, Esq.
Gentle, Turner & Sexton
P. O. Box 257
Spelter, WV 26438
Claims Administrator

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

ENTER: _____

Thomas A. Bedell, Circuit Judge