

**PERRINE DUPONT SETTLEMENT CLAIMS OFFICE
ATTN: EDGAR C. GENTLE, CLAIMS ADMINISTRATOR
C/O SPELTER VOLUNTEER FIRE DEPARTMENT OFFICE**

55 B Street

P. O. BOX 257

Spelter, West Virginia 26438

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November 1, 2018

VIA FEDEX DELIVERY AND REGULAR U.S. MAIL AND EMAIL

Peach Dunn, President
Billy Dunn, Chief
Spelter Volunteer Fire Department
PO Box 177
55 B Street
Spelter, WV 26438

RE: The Perrine-DuPont Remediation Qualified Settlement Fund and the Perrine-DuPont Medical Monitoring Qualified Settlement Fund (the "Settlement") - Termination of Lease; Our File No. 4609-1 {Q}

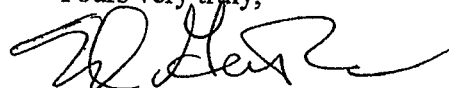
Dear Peach and Billy:

Many thanks for your bravery in serving Spelter, West Virginia, and for allowing our Settlement staff to utilize your station as our office and for meeting space for these last almost eight years.

This letter serves as our notice of intent to terminate the enclosed Fifth Lease Addendum to the January 31, 2011 Spelter Fire State Lease to the Perrine DuPont Settlement Dated May 12, 2016 (the "Lease"). Pursuant to paragraph 7 of said Lease, please allow this to serve as our thirty-day notice that we are terminating this month-to-month lease **effective December 1, 2018**.

As always, let me know if you have any questions.

Yours very truly,



Edgar C. Gentle, III

ECGIII/jcs
Enclosure

November 1, 2018

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cc: (via e-mail)(with enclosure)
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**FIFTH LEASE ADDENDUM TO THE JANUARY 31, 2011
SPELTER FIRE STATION LEASE TO THE PERRINE DUPONT SETTLEMENT
DATED MAY 12, 2016**

FIFTH ADDENDUM TO INCREASE 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 January 12, 2012, the Court approved the Lease Addendum to the January 31, 2011 Spelter Fire Station Lease to the Perrine DuPont Settlement (the "Lease Addendum"), attached as Exhibit B, for a term of one year, which will expire on January 31, 2013.
3. On December 19, 2012, the Court approved the Second Lease Addendum to the January 31, 2011 Spelter Fire Station Lease to the Perrine DuPont Settlement (the "Second Lease Addendum"), attached as Exhibit B, for a term of one year, which expired on January 31, 2014.
4. On June 3, 2014, the Court approved the Third Lease Addendum to the January 31, 2011 Spelter Fire Station Lease to the Perrine DuPont Settlement (the "Third Lease Addendum"), attached as Exhibit C, for a term of one year, which expired on June 30, 2015.
5. On June 4, 2015, the Court approved the Fourth Lease Addendum to the January 31, 2011 Spelter Fire Station Lease to the Perrine DuPont Settlement (the "Fourth Lease Addendum"), attached as Exhibit D, for a term of one year, which expires on June 30, 2016.
6. The Settlement and Fire Department agree and hereby incorporate the terms of the Lease and the Lease Addendum in this Fifth Lease Addendum with the exceptions stated herein.
7. The Settlement and the Fire Department agree and hereby extend the term of the Lease and the Lease Addendum, under the same rental rate of \$1,000/month, for a term of six months (rather than one year), to expire on December 31, 2016, but agree that the Lease term may be thereafter extended from month to month at the option of the Settlement, by giving the Fire Department 10 days advance written notice of such extension, and at the same

rental rate, for up to six additional months.

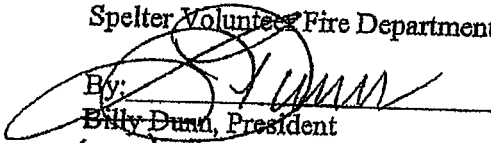
8. The amount of rent to be paid under the Lease, the Lease Addendum, the Second Lease Addendum, the Third Addendum, the Fourth Addendum and in accordance with this Fifth Lease Addendum shall not be increased during the Lease term unless it is Ordered beforehand by the Circuit Court of Harrison County, West Virginia, following due and proper notice and the opportunity of the Perrine DuPont Settlement's Settling Parties to be heard.

9. 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. 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.

The above nine paragraphs and these two pages represent the entirety of this Fifth Lease Addendum as Exhibit A.

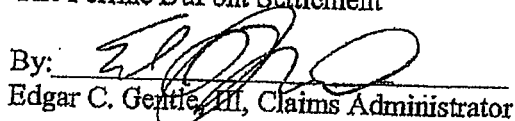
Dated and Effective as of the date signed below, and following Court approval.

Spelter Volunteer Fire Department

By: 
Billy Dunn, President
Lori Dunn

Date: 6-2-16

The Perrine DuPont Settlement

By: 
Edgar C. Gentle, III, Claims Administrator

Date: 5/23/16