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October 12, 2021

VIA EMAIL

Great Swamp Watershed Association
Attn: Sally Rubin, Executive Director
568 Tempe Wick Road
Morristown, New Jersey 07960

Re: Rolling Knolls Landfill

Dear Ms. Rubin:

This office represents Chevron Environmental Management Company, for itself and on behalf of Kewanee Industries Inc., Nokia of America Corporation (f/k/a Alcatel-Lucent USA Inc.), and Novartis Pharmaceuticals Corporation (the "Group"). As you are aware, the Group is performing the Remedial Investigation and Feasibility Study for the Rolling Knolls Landfill Superfund Site in Chatham Township, New Jersey (the "Site") pursuant to a September 2005 Administrative Settlement Agreement and Order on Consent with the United States Environmental Protection Agency ("USEPA").

It has come to our attention that the Great Swamp Watershed Association ("GSWA") has entered into a Memorandum of Understanding By And Among the Last Will and Testament of Angelo J. Miele (the "Miele Trust" or "Trust"), the Great Swamp National Wildlife Refuge ("FWS"), the Township Of Chatham And the Great Swamp Watershed Association Regarding the Rolling Knolls Landfill Superfund Site dated July 2021 (the "MOU"). The purpose of this letter is to advise the GSWA that the MOU constitutes a tortious interference with the Group's Settlement Agreement and Release and Restrictive Covenant with the Miele Trust dated October 2019 (the "Settlement Agreement").

Under New Jersey Law, the following elements are necessary to prove tortious interference with a contract: (1) an existing contractual relationship; (2) intentional and malicious interference with that relationship by a third-party to a contract; (3) a loss or breach of contract as a result of the third-party's interference; and (4) damages resulting from such interference. See MaxLite, Inc. v. ATG Elecs., Inc., 193 F. Supp. 3d 371, 388 n.18 (D.N.J. 2016). The Trust and the Group entered into a Settlement Agreement pursuant to which Trust placed the Declaration of Restrictive Covenant dated September 12, 2019 and filed with the Morris County Clerk's Office on November 15, 2019 in Book 23656, Page 1199 on the Property (the "Restrictive Covenant"). The Restrictive Covenant explicitly references the Settlement Agreement and prohibits the future development of

the Property. Moreover, pursuant to paragraph 3.d. of the Settlement Agreement, the Trust is required "to prohibit any person or entity from using the Property…" As the MOU directly references the Restrictive Covenant, there can be no dispute that GSWA was aware of both the Restrictive Covenant and the Settlement Agreement.

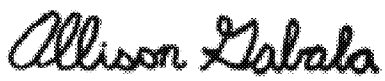
By agreeing in the MOU to "engage in negotiations to achieve use of the private portion of the Site dedicated to open space for … year-round passive public recreation," the GSWA has intentionally interfered with the relationship between the Group and the Trust pursuant to the Settlement Agreement and the Restrictive Covenant. Accordingly, as a result of the GSWA entering into the MOU with the Trust with the knowledge of the existence of the Settlement Agreement between the Trust and the Group, the GSWA has caused the Trust to anticipatorily breach the Settlement Agreement.

In the interest of amicably resolving this matter and avoiding litigation, we urge the GSWA to withdraw promptly its support for the MOU. If the GSWA is unwilling to withdraw its support for the MOU, the Group reserves its right to pursue all available remedies.

This letter does not contain a complete recitation of all of the facts and circumstances surrounding this matter. Nothing contained herein shall be deemed a waiver of any of the Group's rights, remedies, claims or causes of action, either at law or in equity, all of which are expressly reserved.

If you have any questions, please do not hesitate to contact me.

Respectfully submitted,



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cc (by e-mail): Rolling Knolls Site Group
Michael Faigen, Esq.
Richard F. Ricci, Esq.

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