



The Toronto-Dominion Bank

New York Branch
1 Vanderbilt Avenue
New York, NY 10017
United States
Tel: 1-800-653-1833
SWIFT: TDOMUS33

**Irrevocable
Standby Letter of Credit No.:
S105503**

Beneficiary:

Robert G. Torricelli
As Special Master
63A Bridge Street
Lambertville, New Jersey 08530 United States

Applicant:

Honeywell International Inc.
855 S. Mint Street
Charlotte, NC 28202 United States

Date of Issue:

April 03, 2023

Date and Place of Expiry:

August 16, 2024 at our counters

Amount:

Not Exceeding USD 46,915,000.00 Forty Six Million Nine
Hundred Fifteen Thousand United States Dollars

ROBERT G. TORRICELLI, AS SPECIAL MASTER
OFFICE OF THE SPECIAL MASTER 63A BRIDGE STREET, LAMBERTVILLE, NEW JERSEY 08530

REF: IRREVOCABLE LETTER OF CREDIT NO. S105503

ISSUED IN REFERENCE TO:

(A) ORDER SETTING FINANCIAL ASSURANCE FOR HONEYWELL INTERNATIONAL INC., ENTERED SEPTEMBER 15, 2003 BY THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY IN THE CASE OF INTERFAITH COMMUNITY ORGANIZATION ET AL. V. HONEYWELL INTERNATIONAL INC., ET AL., CIVIL ACTION 95-2097 (DMC);

(B) THE CONSENT ORDER ON SEDIMENT REMEDIATION AND FINANCIAL ASSURANCES, ENTERED BY THE HONORABLE DENNIS M. CAVANAUGH ON MAY 28, 2008, IN INTERFAITH COMMUNITY ORGANIZATION ET AL. V. HONEYWELL INTERNATIONAL INC. ET AL. (CIV. NO. 95- 2097, CONSOLIDATED WITH CIV. NO. 05-5955) (D.N.J.) AND HACKENSACK RIVERKEEPER, INC. ET AL. V. HONEYWELL INTERNATIONAL INC. ET AL. (CIV. NO. 06-0022) (D.N.J.);

(C) THE DEEP OVERBURDEN AND BEDROCK GROUND-WATER REMEDIES CONSENT ORDER, ENTERED BY THE HONORABLE DENNIS M. CAVANAUGH ON AUGUST 29, 2008, IN INTERFAITH COMMUNITY ORGANIZATION ET AL. V. HONEYWELL INTERNATIONAL INC. ET AL. (CIV. NO. 95- 2097, CONSOLIDATED WITH CIV. NO. 05-5955) (D.N.J.) AND HACKENSACK RIVERKEEPER, INC. ET AL. V.



- HONEYWELL INTERNATIONAL INC. ET AL. (CIV. NO. 06-022) (D.N.J.);
- (D) THE CONSENT DECREE REGARDING THE REMEDIATION AND REDEVELOPMENT OF STUDY AREA 6 NORTH, ENTERED BY THE HONORABLE DENNIS M. CAVANAUGH ON APRIL 21, 2008, IN JERSEY CITY MUNICIPAL UTILITIES AUTHORITY V. HONEYWELL INTERNATIONAL INC. (CIV. NO. 05-5955) (D.N.J.), JERSEY CITY INCINERATOR AUTHORITY V. HONEYWELL INTERNATIONAL INC. (CIV. NO. 05-5993 CONSOLIDATED WITH CIV. NO. 05-5955) (D.N.J.);
- (E) THE CONSENT DECREE REGARDING THE REMEDIATION AND REDEVELOPMENT OF STUDY AREA 6 SOUTH, ENTERED BY THE HONORABLE DENNIS M. CAVANAUGH ON DECEMBER 19, 2008, IN JERSEY CITY MUNICIPAL UTILITIES AUTHORITY V. HONEYWELL INTERNATIONAL INC. (CIV. NO. 05-5955) (D.N.J.), JERSEY CITY INCINERATOR AUTHORITY V. HONEYWELL INTERNATIONAL INC. (CIV. NO. 05-5993, CONSOLIDATED WITH CIV. NO. 05-5955) (D.N.J.), AND HACKENSACK RIVERKEEPER, INC. V. HONEYWELL INTERNATIONAL INC. (CIV. NO. 06-22, CONSOLIDATED WITH CIV. NO. 05-5955 (D.N.J.);
- (F) THE CONSENT ORDER REGARDING FINANCIAL ASSURANCES, ENTERED BY THE HONORABLE DENNIS M. CAVANAUGH ON DECEMBER 23, 2009, IN INTERFAITH COMMUNITY ORGANIZATION V. HONEYWELL INTERNATIONAL INC., (CIV. NO. 95-2097) (D.N.J.), JERSEY CITY MUNICIPAL UTILITIES AUTHORITY V. HONEYWELL INTERNATIONAL INC. (CIV. NO. 05-5955) (D.N.J.), JERSEY CITY INCINERATOR AUTHORITY V. HONEYWELL INTERNATIONAL INC., (CIV. NO. 05-5993) (D.N.J.), AND HACKENSACK RIVERKEEPER, INC. V. HONEYWELL INTERNATIONAL INC. (CIV. NO. 06-0022) (D.N.J.);
- (G) THE CONSENT DECREE REGARDING THE REMEDIATION OF THE NEW JERSEY CITY UNIVERSITY REDEVELOPMENT AREA, ENTERED BY THE HONORABLE DENNIS M. CAVANAUGH ON JANUARY 21, 2010, IN JERSEY CITY MUNICIPAL UTILITIES AUTHORITY V. HONEYWELL INTERNATIONAL INC. (CIV. NO. 05-5955) (D.N.J.), JERSEY CITY INCINERATOR AUTHORITY V. HONEYWELL INTERNATIONAL INC., (CIV. NO. 05-5993) (D.N.J.) AND HACKENSACK RIVERKEEPER, INC. V. HONEYWELL INTERNATIONAL INC. (CIV. NO. 06-0022) (D.N.J.) (CONSOLIDATED UNDER CIV. 05-5955) (D.N.J.);
- (H) THE CONSENT DECREE REGARDING REMEDIATION OF THE STUDY AREA 5 SHALLOW GROUNDWATER AND THE SITE 79 RESIDENTIAL PROPERTIES, ENTERED BY THE HONORABLE DENNIS M. CAVANAUGH ON JANUARY 21, 2010, IN JERSEY CITY MUNICIPAL UTILITIES AUTHORITY V. HONEYWELL INTERNATIONAL INC. (CIV. NO. 05-5955)(D.N.J.); JERSEY CITY INCINERATOR AUTHORITY V. HONEYWELL INTERNATIONAL INC., (CIV. NO. 05-5993) (D.N.J.); HACKENSACK RIVERKEEPER, INC. V. HONEYWELL INTERNATIONAL INC. (CIV. NO. 06-0022) (D.N.J.) (CONSOLIDATED UNDER CIV. 05-5955)(D.N.J.);
- (I) THE CONSENT ORDER REGARDING FINANCIAL ASSURANCES (GLOBAL FINANCIAL ASSURANCE ORDER II), ENTERED BY THE HONORABLE DENNIS M. CAVANAUGH ON DECEMBER 23, 2009, IN INTERFAITH COMMUNITY ORGANIZATION V. HONEYWELL INTERNATIONAL INC., (CIV. NO. 95-2097) (D.N.J.), JERSEY CITY MUNICIPAL UTILITIES AUTHORITY V. HONEYWELL INTERNATIONAL INC. (CIV. NO. 05-5955) (D.N.J.), JERSEY CITY INCINERATOR AUTHORITY V. HONEYWELL INTERNATIONAL INC., (CIV. NO. 05-5993) (D.N.J.), AND HACKENSACK RIVERKEEPER, INC. V. HONEYWELL INTERNATIONAL INC. (CIV. NO. 06-0022) (D.N.J.);
- (J) THE DEEP OVERBURDEN AND BEDROCK GROUNDWATER MASS REMOVAL CONSENT DECREE, ENTERED BY THE HONORABLE DENNIS M. CAVANAUGH ON MAY 18, 2010, IN INTERFAITH COMMUNITY ORGANIZATION V. HONEYWELL INTERNATIONAL INC., (CIV. NO. 95-2097) (D.N.J.), JERSEY CITY MUNICIPAL UTILITIES AUTHORITY V. HONEYWELL INTERNATIONAL INC. (CIV. NO. 05-5955) (D.N.J.), JERSEY CITY INCINERATOR AUTHORITY V. HONEYWELL INTERNATIONAL INC., (CIV. NO. 05-5993) (D.N.J.), AND HACKENSACK RIVERKEEPER, INC. V. HONEYWELL INTERNATIONAL INC. (CIV. NO. 06-0022) (D.N.J.);
- (K) CONSENT ORDER REGARDING AMOUNT OF FINANCIAL ASSURANCES ENTERED BY THE HONORABLE DENNIS M. CAVANAUGH ON SEPTEMBER 21, 2010, IN INTERFAITH COMMUNITY



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ORGANIZATION V. HONEYWELL INTERNATIONAL INC., (CIV. NO. 95- 2097) (D.N.J.), JERSEY CITY MUNICIPAL UTILITIES AUTHORITY V. HONEYWELL INTERNATIONAL INC. (CIV. NO. 05-5955) (D.N.J.), JERSEY CITY INCINERATOR AUTHORITY V. HONEYWELL INTERNATIONAL INC., (CIV. NO. 05-5993) (D.N.J.), AND HACKENSACK RIVERKEEPER, INC. V. HONEYWELL INTERNATIONAL INC. (CIV. NO. 06-0022) (D.N.J.); AND

(L) ANY OF THE ABOVE AS THEY MAY BE FROM TIME TO TIME AMENDED OR REVISED. (COLLECTIVELY "THE ORDERS").

DEAR SIR:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. S105503 (THIS "CREDIT") IN YOUR FAVOR SOLELY IN YOUR CAPACITY AS SPECIAL MASTER, AT THE REQUEST AND FOR THE ACCOUNT OF HONEYWELL INTERNATIONAL INC., 855 S. MINT STREET, CHARLOTTE, NORTH CAROLINA, 28202, UP TO THE AGGREGATE AMOUNT OF FORTY SIX MILLION NINE HUNDRED FIFTEEN THOUSAND AND 00/100 UNITED STATES DOLLARS (USD\$46,915,000.00), AVAILABLE UPON PRESENTATION BY YOU OF THE FOLLOWING DOCUMENTS AT THE TORONTO-DOMINION BANK, NEW YORK BRANCH, 1 VANDERBILT AVENUE, NEW YORK, NY 10017, UNITED STATES, ATTENTION: FIXED INCOME OPERATIONS (LETTERS OF CREDIT):

- 1) YOUR SIGHT DRAFT, IN THE FORM OF ANNEX A HERETO, DRAWN ON US AND MARKED DRAWN ON THE TORONTO-DOMINION BANK, NEW YORK BRANCH, 1 VANDERBILT AVENUE, NEW YORK, NY 10017, UNITED STATES, ATTENTION: FIXED INCOME OPERATIONS (LETTERS OF CREDIT)
- 2) YOUR SIGNED AND DATED STATEMENT READING AS FOLLOWS: "I CERTIFY THAT THE AMOUNT OF THE DRAFT IS PAYABLE PURSUANT TO THE TERMS OF THE ORDERS."

THIS CREDIT IS EFFECTIVE IMMEDIATELY AND SHALL EXPIRE ON AUGUST 16, 2024, AT THE TORONTO-DOMINION BANK, NEW YORK BRANCH, 1 VANDERBILT AVENUE, NEW YORK, NY 10017, UNITED STATES, ATTENTION: FIXED INCOME OPERATIONS (LETTERS OF CREDIT); PROVIDED HOWEVER, THAT SUCH EXPIRATION DATE SHALL BE AUTOMATICALLY EXTENDED FOR A PERIOD OF ONE YEAR ON AUGUST 16, 2024, AND SHALL LIKEWISE BE AUTOMATICALLY EXTENDED FOR A PERIOD OF ONE YEAR ON EACH SUCCESSIVE EXPIRATION DATE, UNLESS AT LEAST ONE HUNDRED TWENTY (120) DAYS BEFORE THE THEN-CURRENT EXPIRATION DATE, YOU, AT 63A BRIDGE STREET, LAMBERTVILLE, NEW JERSEY 08530, YOUR COUNSEL WALSH PIZZI O'REILLY FALANGA LLP, AT THREE GATEWAY CENTER, 100 MULBERRY STREET, 15TH FLOOR, NEWARK, NJ 07102, AND HONEYWELL INTERNATIONAL INC., AT ITS ADDRESS SET FORTH ABOVE, SHALL HAVE RECEIVED OUR NOTICE, BY CERTIFIED MAIL OR NATIONALLY RECOGNIZED COURIER, THAT WE HAVE DECIDED NOT TO EXTEND THIS CREDIT BEYOND THE THEN-CURRENT EXPIRATION DATE. IN THE EVENT YOU ARE SO NOTIFIED, ANY UNUSED PORTION OF THIS CREDIT SHALL BE AVAILABLE UPON PRESENTATION OF YOUR SIGHT DRAFT AND THE SIGNED STATEMENT REFERRED TO ABOVE FOR 120 DAYS AFTER THE DATE OF RECEIPT BY BOTH YOU AND HONEYWELL INTERNATIONAL INC., BUT IN ANY EVENT NO LATER THAN THE THEN-CURRENT EXPIRATION DATE.

WHENEVER THIS CREDIT IS DRAWN ON IN COMPLIANCE WITH ITS TERMS AND CONDITIONS, WE SHALL DULY HONOR SUCH DRAFT AND STATEMENT UPON PRESENTATION TO US AT THE TORONTO-DOMINION BANK, NEW YORK BRANCH, 1 VANDERBILT AVENUE, NEW YORK, NY 10017, UNITED STATES, ATTENTION: FIXED INCOME OPERATIONS, AS SET FORTH ABOVE, AND WE SHALL DEPOSIT THE AMOUNT OF THE DRAFT DIRECTLY INTO AN ACCOUNT THAT YOU INSTRUCT US HAS BEEN OPENED WITH THE COURT REGISTRY INVESTMENT SYSTEM ("C.R.I.S.") FOR THE UNITED STATES DISTRICT



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COURT, DISTRICT OF NEW JERSEY OR SUCH OTHER ACCOUNT AS YOU SHALL DIRECT. WE SHALL HONOR SUCH DRAFT UPON PRESENTATION NOTWITHSTANDING A BANKRUPTCY OR SIMILAR INSOLVENCY PROCEEDING OF HONEYWELL INTERNATIONAL INC. AND THE OPERATION OF ANY AUTOMATIC STAY INCLUDING THE AUTOMATIC STAY OF 11 U.S.C. § 362.

EXCEPT IN THE CASE OF NONRENEWAL IN ACCORDANCE HEREWITH, THIS CREDIT SHALL BE PAYABLE TO YOU AND SHALL NOT, PRIOR TO ITS EXPIRATION DATE, BE REVOKED OR TERMINATED WITHOUT YOUR PRIOR WRITTEN AUTHORIZATION. YOUR ABILITY TO DRAW ON THIS CREDIT SHALL NOT BE LIMITED BY ANY AGREEMENT BETWEEN HONEYWELL INTERNATIONAL INC. AND US.

PARTIAL DRAWINGS ARE PERMITTED HEREUNDER.


SHOULD YOU NEED TO COMMUNICATE WITH US REGARDING THIS CREDIT, PLEASE DIRECT YOUR COMMUNICATION TO THE ATTENTION OF OUR STANDBY LETTER OF CREDIT SECTION, MAKING SPECIFIC REFERENCE TO OUR LETTER OF CREDIT NO. S105503, AT THE TORONTO-DOMINION BANK, NEW YORK BRANCH, 1 VANDERBILT AVENUE, NEW YORK, NY 10017, UNITED STATES, ATTENTION: FIXED INCOME OPERATIONS, TELEPHONE: 1-866-661-6866.

IN THE EVENT THIS CREDIT IS TERMINATED, CANCELLED OR REPLACED, HAS EXPIRED OR IS FULLY DRAWN, YOU AGREE TO RETURN THIS ORIGINAL CREDIT, TOGETHER WITH ALL AMENDMENTS, IF ANY; PROVIDED, HOWEVER, THAT THE FAILURE TO PROVIDE SUCH ORIGINAL CREDIT AND AMENDMENTS, SHALL NOT IMPAIR OR OTHERWISE AFFECT THE VALIDITY OF ANY SUCH TERMINATION, CANCELLATION, REPLACEMENT, EXPIRATION, DRAWING IN FULL OR OTHER NULLIFICATION.

THIS CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600 (2007 REVISION) (THE "UCP"), AND AS TO MATTERS NOT ADDRESSED THEREBY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. WE HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT, DISTRICT OF NEW JERSEY FOR ANY AND ALL DISPUTES ARISING UNDER THIS CREDIT.

VERY TRULY YOURS, THE TORONTO-DOMINION BANK,
NEW YORK BRANCH

AUTHORIZED SIGNATORY


56228

Digitally signed
by Azadeh

Sadoughi

Date: 2023.04.03
17:19:07 -04'00'



**Nadia Baig
B6013**



The Toronto-Dominion Bank

ANNEX A
SIGHT DRAFT

-- 20_

TO: THE TORONTO-DOMINION BANK, NEW YORK BRANCH, 1 VANDERBILT AVENUE, NEW YORK, NY
10017, UNITED STATES, ATTENTION: FIXED INCOME OPERATIONS (LETTERS OF CREDIT)

ATTN: STANDBY LETTER OF CREDIT SECTION

AT SIGHT

PAY TO THE ORDER OF ROBERT G. TORRICELLI, AS SPECIAL MASTER, U.S.\$ _____, AND /100
UNITED STATES DOLLARS), AND CHARGE THE ACCOUNT OF YOUR IRREVOCABLE STANDBY LETTER
OF CREDIT NO. S105503.

ROBERT G. TORRICELLI, AS SPECIAL MASTER OFFICE OF THE SPECIAL MASTER 63A BRIDGE STREET,
LAMBERTVILLE, NEW JERSEY 08530

BY:

ROBERT G. TORRICELLI, SPECIAL MASTER

END OF ANNEX

Regards,

Digitally signed
by Azadeh
Sadoughi

Authorized Signature(s)

56228

Date: 2023.04.03
17:19:35 -04'00'

**Nadia Baig
B6013**

UPS CampusShip: View/Print Label

1. **Ensure there are no other shipping or tracking labels attached to your package.** Select the Print button on the print dialogue box that appears. Note: If your browser does not support this function, select Print from the File menu to print the label.
2. **Fold the printed label at the solid line below.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

3. GETTING YOUR SHIPMENT TO UPS

Customers without a Daily Pickup

Ground, 3 Day Select, and Standard to Canada shipments must be dropped off at an authorized UPS location, or handed to a UPS driver. Pickup service is not available for these services. To find the nearest UPS location, select the Drop-off icon from the UPS tool bar.


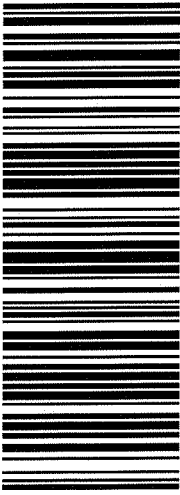

To schedule a pickup, or to find a UPS location, click on Shipping from the main toolbar and select the Schedule a Pickup or Find Drop-off Locations.

Take this package to any UPS Access Point™ location. Visit www.ups.com to find a location.

Customers with a Daily Pickup:

Your driver will pickup your shipment(s) as usual.

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ENV 1 OF 1 SHIP#: 74XA 26T4 4W3 DATE: 03 APR 2023	SHIP TO: ROBERT G. TORRICELLI SPECIAL MASTER 5142890663 C/O LIZA M. WALSH ESQ. 100 MULBERRY STREET, 15TH FLOOR THREE GATEWAY CENTER WALSH PIZZI O REILLY FALANGA LLP NEWARK NJ 07102 UNITED STATES	NJ 071 0-02 	UPS EXPRESS 1 TRACKING #: 1Z 74X A26 66 9158 3447		EDI-DOC BILLING: P/P DESC: Document	 TD COST CENTER: 4682 CS 23.6.00. WINT.NV50 14.0.A 04/2023*
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