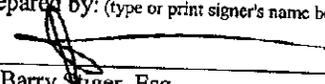


**DEED**

Prepared by: (type or print signer's name below signature)

  
R. Barry Stiger, Esq.

This Deed is made on October 8, 2002

**BETWEEN**

**HENLIL GROUP, L.L.C.**, a New Jersey Limited Liability Company,

whose address is c/o R. Barry Stiger, Lowenstein Sandler PC, 65 Livingston Avenue,  
Roseland, New Jersey 07068,

referred to as "Grantor."

**AND**

**THE STATE OF NEW JERSEY, DEPARTMENT OF ENVIRONMENTAL  
PROTECTION,**

whose address is Department of Environmental Protection Building, 401 East State  
Street, Trenton, New Jersey 08625,

referred to as the "Grantee."

The words "Grantor" and "Grantee" shall mean each Grantor and each Grantee listed  
above.

**Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the  
property described below to the Grantee. This transfer is made for the sum of ONE MILLION  
FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00). The Grantor acknowledges  
receipt of this money.

**Tax Map Reference.** (N.J.S.A. 46:15-1.1) Township of Union, Block No. 5, Lot No.19  
Q 0107.

**Property.** The property consists of the land and all the buildings and structures on the  
land in the Township of Union, County of Hunterdon and State of New Jersey. The legal  
description is as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS SCHEDULE A.

**TOGETHER WITH** all right, title and interest that the grantor may have, if any, in and to any  
gores, overlaps or mislocations of property lines or excesses within or adjoining the above  
described property or in the public right of way.

**BEING** the same premises conveyed to the Grantor by Deed from BENNETT M.  
SCHLENGER, ROBERT D. SCHLENGER, RICHARD J. SCHLENGER, PAMELA A.  
SCHLENGER, PEGGY S. CALLANDER, WILLIAM T. SCHLENGER AND DAVID A.  
SCHLENGER, dated February 4, 2000 and recorded on February 28, 2000 in the Clerk's Office  
of the County of Hunterdon in Deed Book 1233 at Pages 234 *et seq.* The aforementioned  
persons have countersigned this deed at the request of the grantee in order to confirm the prior  
deed.



Consideration: 1500000.00  
Realty Tax: 0.00 E  
Fees: 150.00

Instr# 8393272 Dorothy K. Tirpok  
Recorded/Filed NF Hunterdon County Clerk  
10/24/2002 10:57 Bk 2050 Pg 667 #Pg 25 DEED  
Hunterdon County Clerk Instrument 20021024001453940

Newton - Land Surveyor, N.J. Lic. 38605

page 1

56 Elwood Avenue  
Flemington, New Jersey 08822  
Phone (908) 788-7932 Fax (908) 788-3694  
Email: david.newton@worldnet.att.net

DESCRIPTION OF PROPERTY

for

The State of New Jersey  
Department of Environmental Protection

land of

Henlil Group, L.L.C.

Lot 19 in Block 5

situated in

Union Township, Hunterdon County, New Jersey

All that certain tract or parcel of land located at State Highway Route No. 173 and Van Syckel's Corner Road in the Township of Union, County of Hunterdon, New Jersey, designated as Lot 19 in Block 5 on Sheet 2 of the Union Township Tax Map bounded and described as follows:

**Beginning** at a concrete monument set marking the southwesterly corner to the herein described premises in the northerly sideline and 33' northerly at right angles from the centerline of the traveled way of the public road known as State Highway Route No. 173, also known as U.S. Highway Route No. 22, within the right of way of Interstate Route No. 78 (variable width R.O.W.), said monument replacing an iron pipe found marking the monumented beginning to course no. 1, Tract #1 in a previous description of these premises as recorded in Deed Book 1233, page 234 and having N.J State Plane Coordinates, NAD 83 of North 659238.46, East 356053.47, said monument marking the southeasterly corner to a 0.422 Ac. - 18,396 s.f. Gore Area of Questionable Title between these premises and land of Spinnaker Corp., Lot 20 and being located South 61°09'52" East a distance of 10.73' from a capped pin found marking the southeasterly corner and monumented termination to course no. 5 in the description of said land of Spinnaker Corp., Lot 20 as recorded in Deed Book 1023, page 824; and running thence,

1. Along said 0.422 Ac. Gore Area of Questionable Title, North 24°20'39" East a distance of eight hundred fifty and forty-one one-hundredths feet (850.41') to an iron pipe found for a corner to the same, said pipe marking the monumented termination to course no. 5, Tract #1, Deed Book 1233, page 234; thence,

2. Still along said 0.422 Ac. Gore Area of Questionable Title, North 11°11'37" West a distance of eight hundred seventy and twenty-nine one-hundredths feet (870.29') to an iron pipe found for a corner to the same, in line of land of the New Jersey Natural Lands Trust, Lot 1.02, said pipe marking the monumented termination to course no. 4, Tract #1, Deed Book 1233, page 234, said pipe being located North 77°14'42" East a distance of 7.43' from a capped pin found marking the northeasterly corner and monumented termination to course no. 3 in the description of said land of Spinnaker Corp., Lot 20 as recorded in Deed Book 1023, page 824, said pipe also marking a corner to a 0.098 Ac. - 4,284 s.f. Gore Area of Questionable Title between these premises and said land of the New Jersey Natural Lands Trust, Lot 1.02 and land of the Village

Square Homeowners Association, Lot 40 in Block 5.01; **thence,**

3. Along said 0.098 Ac. Gore Area of Questionable Title, passing 0.96' southerly of an iron pin found 309.54' from the beginning of this course and also passing 0.67' southerly of a "T" iron pin found 1,055.24' from the beginning of this course, North  $77^{\circ}26'44''$  East a distance of one thousand seven hundred fifty-one and thirty-eight one-hundredths feet (1,751.38') to an iron pipe found for a corner to the same, in line of land of R. P. Marrone Trust, Lot 17, said pipe marking the monumented termination to course no. 3, Tract #1, Deed Book 1233, page 234 and being located South  $11^{\circ}33'16''$  East a distance of 9.46' from an iron pipe found marking the northeasterly corner to the 0.098 Ac. Gore Area of Questionable Title, the southeasterly corner to said land of the Village Square Homeowners Association, Lot 40 in Block 5.01, the southwesterly corner to land of Mindy Suzanne Andino, Lot 16.14 and the northwesterly corner to said land of R. P. Marrone Trust, Lot 17; **thence,**

4. Along said land of R. P. Marrone Trust, Lot 17, along land of Keven Kohler, Lot 17.06, along land of Richard Albert, Lot 25, passing through a concrete monument set on line 25.22' from the termination of this course, having State Plane Coordinates, North 659076.20, East 358388.52 and also passing through an iron pipe found on line 23.73' from the termination of this course, South  $11^{\circ}33'16''$  East a distance of two thousand two hundred forty-one and sixty-two one-hundredths feet (2,241.62') to a railroad spike set for a corner to said land of Albert, Lot 25 in the traveled way of the public road known as Van Syckel's Corner Road (41.5' wide R.O.W.), said spike being in line of land of Wade Linden Associates, VI, Lot 1.01 in Block 12 and also being located North  $11^{\circ}33'16''$  West a distance of 1.57' from a railroad spike found; **thence,**

5. Along the traveled way of Van Syckel's Corner Road, along said land of Wade Linden Associates, VI, Lot 1.01 in Block 12, land of Hensfoot Development Corp., Inc., Lot 1.02 in Block 12, along land of Hunterdon Realty Holdings, LLC, Lot 1.04 in Block 12, along land of Jack & Sandra Guerin, Lot 1 in Block 12, passing through a spike found on line 62.86' from the beginning of this course, passing through a pk nail found on line 212.90' from the beginning of this course and passing through a nail found on line 498.61' from the beginning of this course, South  $86^{\circ}01'09''$  West a distance of eight hundred sixty and forty one-hundredths feet (860.40') to a point of curvature for a corner in line of land of Guerin, Lot 1, on the northerly side of the traveled way of said Van Syckel's Corner Road, said point marking the easterly corner to a 0.021 Ac. - 927 s.f. Overlap Area of Questionable Title with land of said Guerin, Lot 1, lying northwesterly of a bend to said road, said point being located North  $86^{\circ}01'09''$  East a distance of 85.62' from an iron pin found marking the northwesterly corner to said land of Guerin, Lot 1, the northwesterly corner to said 0.021 Ac. Overlap, said pin marking the monumented termination to course no. 2 in Deed Book 915, page 47; **thence,**

6. Along and off the northerly traveled way of Van Syckel's Corner Road and along the southeasterly side of said Overlap, on a curve to the left, having a radius of 204.63', a central angle of  $45^{\circ}24'31''$ , an arc length of 162.18', on a chord which bears South  $63^{\circ}18'53''$  West a distance of one hundred fifty-seven and ninety-six one-hundredths feet (157.96') to a point of tangency for a corner in line of said land of Guerin, Lot 1 westerly of the traveled way of said road, said point marking the westerly corner to said 0.021 Ac. Overlap Area of Questionable Title; **thence,**

7. Back into and along the middle of the traveled way of Van Syckel's Corner Road and still along said land of Guerin, Lot 1 in Block 12, South 40°36'38" West a distance of three hundred sixty-seven and seven one-hundredths feet (367.07') to an iron bar found for a corner to said land of Guerin, Lot 1 in Block 12 at the intersection of the centerline of said Van Syckel's Corner Road with the northerly sideline of the aforementioned State Route No. 173, said bar being located 33' northerly at right angles from the center of the traveled way said Route No. 173, said bar marking the monumented termination to course no. 1, Tract 2, Deed Book 1233, page 234 and also having State Plane Coordinates, North 658642.16, East 357155.17; thence,

8. Along the northerly sideline of State Route No. 173, North 61°34'31" West a distance of one thousand two hundred fifty-two and seventy-three one-hundredths feet (1,252.73') to the point and place of **beginning** and containing ninety-four and four hundred twenty-five one-thousandths acres (94.425 Ac. - 4,113,166 s.f.) being the same more or less as surveyed and described by Newton - Land Surveyor in September, 2002.

All bearings herein refer to the New Jersey State Plane Coordinate System, NAD 83.

Subject to the rights of the public in the use of Van Syckel's Corner Road running along courses no. 5, no. 6 and no. 7 in the above described Lot.

Subject to any and all easements of record.

The above described Lot 19 in Block 5 has a gross area of (94.425 Ac. - 4,113,166 s.f.) with the exception of the area within Van Syckel's Corner Road R.O.W., 25' from centerline (0.691 Ac. - 30,082 s.f.) leaving a net lot area of (93.735 Ac. - 4,083,084 s.f.). This net area includes a 0.021 Ac. - 927 s.f. Overlap Area of Questionable Title between these lands and land of Jack & Sandra Guerin, Lot 1 in Block 12.

The above description was written pursuant to a survey of property designated as Block 5, Lot 19 on the Municipal Tax Map of Union Township, County of Hunterdon, State of New Jersey. Said survey was prepared by Newton - Land Surveyor in September, 2002 and marked as File No. U.T. 5-19.

Being the same premises described in a Deed of Conveyance from Bennett M. Schlenger, Robert D. Schlenger, Richard J. Schlenger, Pamela A. Schlenger, Peggy S. Callander, William T. Schlenger and David A. Schlenger, to Henfil Group, L.L.C., dated February 4, 2000 and recorded in the Hunterdon County Clerk's Office on February 28, 2000 in Deed Book 1233, Page 234.

9/10/02   
Date David M. Newton,  
Professional Land Surveyor, N.J. License No.38605



**SUBJECT** to land use laws, easements, conditions and restrictions of record, and such state of facts as an accurate survey and inspection of the premises would disclose.

**Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

**Signatures.** The Grantor signs this Deed as of the date at the top of the first page.

HENLIL GROUP, L.L.C.

By:   
Robert D. Schlenger, Member

HENLIL GROUP, L.L.C.

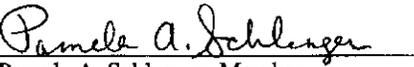
By:   
Richard J. Schlenger, Member

HENLIL GROUP, L.L.C.

By: BLS Partners, L.P., A Delaware Partnership, member  
By: BLS Management Corporation, a New Jersey corporation, its general partner

By: \_\_\_\_\_  
Bennett M. Schlenger, President

HENLIL GROUP, L.L.C.

By:   
Pamela A. Schlenger, Member

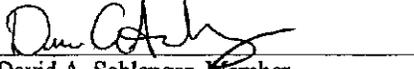
HENLIL GROUP, L.L.C.

By: \_\_\_\_\_  
Peggy S. Callander, Member

HENLIL GROUP, L.L.C.

By: \_\_\_\_\_  
William T. Schlenger, Member

HENLIL GROUP, L.L.C.

By:   
David A. Schlenger, Member

**SUBJECT** to land use laws, easements, conditions and restrictions of record, and such state of facts as an accurate survey and inspection of the premises would disclose.

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**Signatures.** The Grantor signs this Deed as of the date at the top of the first page.

HENLIL GROUP, L.L.C.

By: \_\_\_\_\_  
Robert D. Schlenger, Member

HENLIL GROUP, L.L.C.

By: \_\_\_\_\_  
Richard J. Schlenger, Member

HENLIL GROUP, L.L.C.

By: BLS Partners, L.P., A Delaware  
Partnership, member

By: BLS Management Corporation, a  
New Jersey corporation, its general  
partner

By:   
Bennett M. Schlenger, President

HENLIL GROUP, L.L.C.

By: \_\_\_\_\_  
Pamela A. Schlenger, Member

HENLIL GROUP, L.L.C.

By: \_\_\_\_\_  
Peggy S. Callander, Member

HENLIL GROUP, L.L.C.

By: \_\_\_\_\_  
William T. Schlenger, Member

HENLIL GROUP, L.L.C.

By: \_\_\_\_\_  
David A. Schlenger, Member

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**Signatures.** The Grantor signs this Deed as of the date at the top of the first page.

HENLIL GROUP, L.L.C.

By: \_\_\_\_\_  
Robert D. Schlenger, Member

HENLIL GROUP, L.L.C.

By: \_\_\_\_\_  
Richard J. Schlenger, Member

HENLIL GROUP, L.L.C.

By: BLS Partners, L.P., A Delaware  
Partnership, member  
By: BLS Management Corporation, a  
New Jersey corporation, its general  
partner

By: \_\_\_\_\_  
Bennett M. Schlenger, President

HENLIL GROUP, L.L.C.

By: \_\_\_\_\_  
Pamela A. Schlenger, Member

HENLIL GROUP, L.L.C.

By:   
Peggy S. Callander, Member

HENLIL GROUP, L.L.C.

By: \_\_\_\_\_  
William T. Schlenger, Member

HENLIL GROUP, L.L.C.

By: \_\_\_\_\_  
David A. Schlenger, Member

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**Signatures.** The Grantor signs this Deed as of the date at the top of the first page.

HENLIL GROUP, L.L.C.

By: \_\_\_\_\_  
Robert D. Schlenger, Member

HENLIL GROUP, L.L.C.

By: \_\_\_\_\_  
Richard J. Schlenger, Member

HENLIL GROUP, L.L.C.

By: BLS Partners, L.P., A Delaware  
Partnership, member  
By: BLS Management Corporation, a  
New Jersey corporation, its general  
partner

By: \_\_\_\_\_  
Bennett M. Schlenger, President

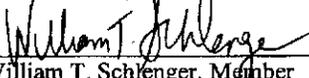
HENLIL GROUP, L.L.C.

By: \_\_\_\_\_  
Pamela A. Schlenger, Member

HENLIL GROUP, L.L.C.

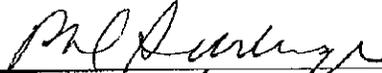
By: \_\_\_\_\_  
Peggy S. Callander, Member

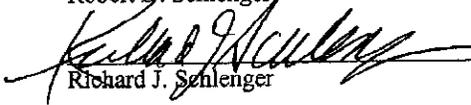
HENLIL GROUP, L.L.C.

By:   
William T. Schlenger, Member

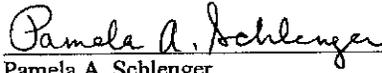
HENLIL GROUP, L.L.C.

By: \_\_\_\_\_  
David A. Schlenger, Member

  
Robert D. Schlenger

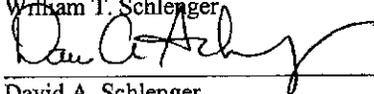
  
Richard J. Schlenger

Bennett M. Schlenger

  
Pamela A. Schlenger

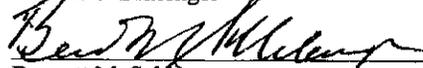
Peggy S. Callander

William T. Schlenger

  
David A. Schlenger

Robert D. Schlenger

Richard J. Schlenger

  
Bennett M. Schlenger

Pamela A. Schlenger

Peggy S. Callander

William T. Schlenger

David A. Schlenger

Robert D. Schlenger

Richard J. Schlenger

Bennett M. Schlenger

Pamela A. Schlenger

*Peggy S. Callender*

Peggy S. Callender

William T. Schlenger

David A. Schlenger

Robert D. Schlenger

Richard J. Schlenger

Bennett M. Schlenger

Pamela A. Schlenger

Peggy S. Callander

William T. Schlenger

David A. Schlenger

STATE OF NEW JERSEY, COUNTY OF ESSEX SS.:

BE IT REMEMBERED, that on this 1<sup>st</sup> day of October, 2002, before me, the subscriber, a notary public of the State of New Jersey, personally appeared Robert D. Schlenger, who, being by me duly sworn on his oath, deposed and made proof to my satisfaction that he is a member of Henlil Group, L.L.C., the limited liability company named in the within instrument, and the person who has signed the within instrument; and I having first made known to him the contents thereof, did acknowledge that he signed and delivered the same as such officer on behalf of the limited liability company, as its voluntary act and deed, and being duly authorized to do so under the operating agreement for the uses and purposes expressed and made this Deed for \$1,500,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Irene M. Hogan  
(Print name and title below signature)  
IRENE M. HOGAN  
Notary Public, State of New Jersey  
No. 78195  
Qualified in Morris County  
Commission Expires Feb. 21, 2005

STATE OF NEW JERSEY, COUNTY OF ESSEX SS.:

BE IT REMEMBERED, that on this 2<sup>nd</sup> day of October, 2002, before me, the subscriber, a notary public of the State of New Jersey, personally appeared Richard J. Schlenger, who, being by me duly sworn on his oath, deposed and made proof to my satisfaction that he is a member of Henlil Group, L.L.C., the limited liability company named in the within instrument, and the person who has signed the within instrument; and I having first made known to him the contents thereof, did acknowledge that he signed and delivered the same as such officer on behalf of the limited liability company, as its voluntary act and deed, and being duly authorized to do so under the operating agreement for the uses and purposes expressed and made this Deed for \$1,500,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Irene M. Hogan  
(Print name and title below signature)  
IRENE M. HOGAN  
Notary Public, State of New Jersey  
No. 78195  
Qualified in Morris County  
Commission Expires Feb. 21, 2005

STATE OF PENNSYLVANIA, COUNTY OF \_\_\_\_\_ SS.:

BE IT REMEMBERED, that on this \_\_\_ day of October, 2002, before me, the subscriber, a notary public of the State of Pennsylvania, personally appeared Bennett M. Schlenger, who, being by me duly sworn on his oath, deposed and made proof to my satisfaction that he is the President of BLS Management Corporation, general partner of BLS Partners, L.P., a member of Henlil Group, L.L.C., the limited liability company named in the within instrument, and the person who has signed the within instrument; and I having first made known to him the contents thereof, did acknowledge that he signed and delivered the same on behalf of BLS Partners, L.P., as the duly authorized Member of Grantor pursuant to its operating agreement and that he made this deed for \$1,500,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

\_\_\_\_\_  
(Print name and title below signature)

STATE OF NEW JERSEY, COUNTY OF ESSEX SS.:

BE IT REMEMBERED, that on this \_\_\_ day of October, 2002, before me, the subscriber, a notary public of the State of New Jersey, personally appeared Robert D. Schlenger, who, being by me duly sworn on his oath, deposed and made proof to my satisfaction that he is a member of Henlil Group, L.L.C., the limited liability company named in the within instrument, and the person who has signed the within instrument; and I having first made known to him the contents thereof, did acknowledge that he signed and delivered the same as such officer on behalf of the limited liability company, as its voluntary act and deed, and being duly authorized to do so under the operating agreement for the uses and purposes expressed and made this Deed for \$1,500,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

\_\_\_\_\_  
(Print name and title below signature)

STATE OF NEW JERSEY, COUNTY OF ESSEX SS.:

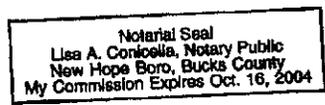
BE IT REMEMBERED, that on this \_\_\_ day of October, 2002, before me, the subscriber, a notary public of the State of New Jersey, personally appeared Richard J. Schlenger, who, being by me duly sworn on his oath, deposed and made proof to my satisfaction that he is a member of Henlil Group, L.L.C., the limited liability company named in the within instrument, and the person who has signed the within instrument; and I having first made known to him the contents thereof, did acknowledge that he signed and delivered the same as such officer on behalf of the limited liability company, as its voluntary act and deed, and being duly authorized to do so under the operating agreement for the uses and purposes expressed and made this Deed for \$1,500,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

\_\_\_\_\_  
(Print name and title below signature)

STATE OF PENNSYLVANIA, COUNTY OF Bucks SS.:

BE IT REMEMBERED, that on this 1<sup>th</sup> day of October, 2002, before me, the subscriber, a notary public of the State of Pennsylvania, personally appeared Bennett M. Schlenger, who, being by me duly sworn on his oath, deposed and made proof to my satisfaction that he is the President of BLS Management Corporation, general partner of BLS Partners, L.P., a member of Henlil Group, L.L.C., the limited liability company named in the within instrument, and the person who has signed the within instrument; and I having first made known to him the contents thereof, did acknowledge that he signed and delivered the same on behalf of BLS Partners, L.P., as the duly authorized Member of Grantor pursuant to its operating agreement and that he made this deed for \$1,500,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Lisa A. Conicella  
(Print name and title below signature)



STATE OF NEW JERSEY, COUNTY OF ESSEX

SS.:

BE IT REMEMBERED, that on this 30<sup>th</sup> day of October, 2002, before me, the subscriber, a notary public of the State of New Jersey, personally appeared Pamela A. Schlenger, who, being by me duly sworn on her oath, deposed and made proof to my satisfaction that she is a member of Henlil Group, L.L.C., the limited liability company named in the within instrument, and the person who has signed the within instrument; and I having first made known to her the contents thereof, did acknowledge that she signed and delivered the same as such officer on behalf of the limited liability company, as its voluntary act and deed, and being duly authorized to do so under the operating agreement for the uses and purposes expressed and made this Deed for \$1,500,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Jane M. Hogan  
(Print name and title below signature)  
Notary Public, State of New Jersey  
No. 78195  
Qualified in Morris County  
Commission Expires Feb. 21, 2006

STATE OF GEORGIA, COUNTY OF \_\_\_\_\_

SS.:

BE IT REMEMBERED, that on this \_\_\_ day of October, 2002, before me, the subscriber, a notary public of the State of Georgia, personally appeared Peggy S. Callander, who, being by me duly sworn on her oath, deposed and made proof to my satisfaction that she is a member of Henlil Group, L.L.C., the limited liability company named in the within instrument, and the person who has signed the within instrument; and I having first made known to her the contents thereof, did acknowledge that she signed and delivered the same as such officer on behalf of the limited liability company, as its voluntary act and deed, and being duly authorized to do so under the operating agreement for the uses and purposes expressed and made this Deed for \$1,500,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

\_\_\_\_\_  
(Print name and title below signature)

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_

SS.:

BE IT REMEMBERED, that on this \_\_\_ day of October, 2002, before me, the subscriber, a notary public of the State of New York, personally appeared William T. Schlenger, who, being by me duly sworn on his oath, deposed and made proof to my satisfaction that he is a member of Henlil Group, L.L.C., the limited liability company named in the within instrument, and the person who has signed the within instrument; and I having first made known to him the contents thereof, did acknowledge that he signed and delivered the same as such officer on behalf of the limited liability company, as its voluntary act and deed, and being duly authorized to do so under the operating agreement for the uses and purposes expressed and made this Deed for \$1,500,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

\_\_\_\_\_  
(Print name and title below signature)

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_

SS.:

BE IT REMEMBERED, that on this \_\_\_ day of October, 2002, before me, the subscriber, a notary public of the State of New Jersey, personally appeared Pamela A. Schlenger, who, being by me duly sworn on her oath, deposed and made proof to my satisfaction that she is a member of Henlil Group, L.L.C., the limited liability company named in the within instrument, and the person who has signed the within instrument; and I having first made known to her the contents thereof, did acknowledge that she signed and delivered the same as such officer on behalf of the limited liability company, as its voluntary act and deed, and being duly authorized to do so under the operating agreement for the uses and purposes expressed and made this Deed for \$1,500,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

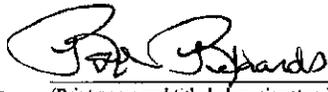
\_\_\_\_\_  
(Print name and title below signature)

STATE OF GEORGIA, COUNTY OF Fulton

SS.:

BE IT REMEMBERED, that on this 7th day of October, 2002, before me, the subscriber, a notary public of the State of Georgia, personally appeared Peggy S. Callander, who, being by me duly sworn on her oath, deposed and made proof to my satisfaction that she is a member of Henlil Group, L.L.C., the limited liability company named in the within instrument, and the person who has signed the within instrument; and I having first made known to her the contents thereof, did acknowledge that she signed and delivered the same as such officer on behalf of the limited liability company, as its voluntary act and deed, and being duly authorized to do so under the operating agreement for the uses and purposes expressed and made this Deed for \$1,500,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

ROBBIN RICHARDS  
Notary Public Gwinnett County, Georgia  
My Commission Expires January 13, 2004

  
\_\_\_\_\_  
(Print name and title below signature)  
Robbin Richards

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_

SS.:

BE IT REMEMBERED, that on this \_\_\_ day of October, 2002, before me, the subscriber, a notary public of the State of New York, personally appeared William T. Schlenger, who, being by me duly sworn on his oath, deposed and made proof to my satisfaction that he is a member of Henlil Group, L.L.C., the limited liability company named in the within instrument, and the person who has signed the within instrument; and I having first made known to him the contents thereof, did acknowledge that he signed and delivered the same as such officer on behalf of the limited liability company, as its voluntary act and deed, and being duly authorized to do so under the operating agreement for the uses and purposes expressed and made this Deed for \$1,500,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

\_\_\_\_\_  
(Print name and title below signature)

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_ SS.:

BE IT REMEMBERED, that on this \_\_\_ day of October, 2002, before me, the subscriber, a notary public of the State of New Jersey, personally appeared Pamela A. Schlenger, who, being by me duly sworn on her oath, deposed and made proof to my satisfaction that she is a member of Henlil Group, L.L.C., the limited liability company named in the within instrument, and the person who has signed the within instrument; and I having first made known to her the contents thereof, did acknowledge that she signed and delivered the same as such officer on behalf of the limited liability company, as its voluntary act and deed, and being duly authorized to do so under the operating agreement for the uses and purposes expressed and made this Deed for \$1,500,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

\_\_\_\_\_  
(Print name and title below signature)

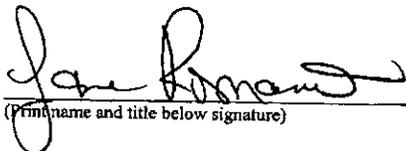
STATE OF GEORGIA, COUNTY OF \_\_\_\_\_ SS.:

BE IT REMEMBERED, that on this \_\_\_ day of October, 2002, before me, the subscriber, a notary public of the State of Georgia, personally appeared Peggy S. Callander, who, being by me duly sworn on her oath, deposed and made proof to my satisfaction that she is a member of Henlil Group, L.L.C., the limited liability company named in the within instrument, and the person who has signed the within instrument; and I having first made known to her the contents thereof, did acknowledge that she signed and delivered the same as such officer on behalf of the limited liability company, as its voluntary act and deed, and being duly authorized to do so under the operating agreement for the uses and purposes expressed and made this Deed for \$1,500,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

\_\_\_\_\_  
(Print name and title below signature)

STATE OF NEW YORK, COUNTY OF NASSAU SS.:

BE IT REMEMBERED, that on this 8<sup>th</sup> day of October, 2002, before me, the subscriber, a notary public of the State of New York, personally appeared William T. Schlenger, who, being by me duly sworn on his oath, deposed and made proof to my satisfaction that he is a member of Henlil Group, L.L.C., the limited liability company named in the within instrument, and the person who has signed the within instrument; and I having first made known to him the contents thereof, did acknowledge that he signed and delivered the same as such officer on behalf of the limited liability company, as its voluntary act and deed, and being duly authorized to do so under the operating agreement for the uses and purposes expressed and made this Deed for \$1,500,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

  
\_\_\_\_\_  
(Print name and title below signature)

JANE ROMANO  
Notary Public, State of New York  
No. 30-4857377  
Qualified in Nassau County  
Commission Expires April 21, 2006

STATE OF NEW JERSEY, COUNTY OF Essex SS.:

BE IT REMEMBERED, that on this 2nd day of October, 2002, before me, the subscriber, a notary public of the State of New Jersey, personally appeared David A. Schlenger, who, being by me duly sworn on his oath, deposed and made proof to my satisfaction that he is a member of Henlil Group, L.L.C., the limited liability company named in the within instrument, and the person who has signed the within instrument; and I having first made known to him the contents thereof, did acknowledge that he signed and delivered the same as such officer on behalf of the limited liability company, as its voluntary act and deed, and being duly authorized to do so under the operating agreement for the uses and purposes expressed and made this Deed for \$1,500,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Irene M. Hogan  
(Print name and title below signature)  
IRENE M. HOGAN  
Notary Public, State of New Jersey  
No. 76195  
Qualified in Morris County  
Commission Expires Feb. 21, 2005

STATE OF NEW JERSEY, COUNTY OF ESSEX SS.:

I CERTIFY that on October 7th, 2002,

ROBERT D. SCHLENGER personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- a) is named in and personally signed this Deed;
- b) signed, sealed and delivered this Deed as his or her act and deed; and
- c) made this Deed for \$1,500,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Irene M. Hogan  
IRENE M. HOGAN  
Notary Public, State of New Jersey  
No. 76195  
Qualified in Morris County  
Commission Expires Feb. 21, 2005

STATE OF NEW JERSEY, COUNTY OF ESSEX SS.:

I CERTIFY that on October 9, 2002,

RICHARD J. SCHLENGER personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- a) is named in and personally signed this Deed;
- b) signed, sealed and delivered this Deed as his or her act and deed; and
- c) made this Deed for \$1,500,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Irene M. Hogan  
IRENE M. HOGAN  
Notary Public, State of New Jersey  
No. 76195  
Qualified in Morris County  
Commission Expires Feb. 21, 2005

STATE OF PENNSYLVANIA, COUNTY OF Bucks SS.:

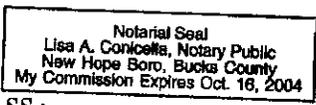
I CERTIFY that on October 7<sup>th</sup>, 2002,

BENNETT M. SCHLENGER personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- a) is named in and personally signed this Deed;
- b) signed, sealed and delivered this Deed as his or her act and deed; and
- c) made this Deed for \$1,500,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Lisa A. Conicella

Notary Public of Pennsylvania



STATE OF NEW JERSEY, COUNTY OF ESSEX SS.:

I CERTIFY that on October \_\_\_\_, 2002,

PAMELA A. SCHLENGER personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- a) is named in and personally signed this Deed;
- b) signed, sealed and delivered this Deed as his or her act and deed; and
- c) made this Deed for \$1, 500,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

\_\_\_\_\_  
Notary Public of New Jersey

STATE OF GEORGIA, COUNTY OF \_\_\_\_\_ SS.:

I CERTIFY that on October \_\_\_\_, 2002,

PEGGY S. CALLANDER personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- a) is named in and personally signed this Deed;
- b) signed, sealed and delivered this Deed as his or her act and deed; and
- c) made this Deed for \$1,500,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

\_\_\_\_\_  
Notary Public of Georgia

STATE OF PENNSYLVANIA, COUNTY OF \_\_\_\_\_ SS.:

I CERTIFY that on October \_\_\_\_, 2002,

BENNETT M. SCHLENGER personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- a) is named in and personally signed this Deed;
- b) signed, sealed and delivered this Deed as his or her act and deed; and
- c) made this Deed for \$1,500,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

\_\_\_\_\_  
Notary Public of Pennsylvania

STATE OF NEW JERSEY, COUNTY OF ESSEX SS.:

I CERTIFY that on October 3, 2002,

PAMELA A. SCHLENGER personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- a) is named in and personally signed this Deed;
- b) signed, sealed and delivered this Deed as his or her act and deed; and
- c) made this Deed for \$1, 500,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

*Irene M. Hogan*  
 \_\_\_\_\_  
 IRENE M. HOGAN  
 Notary Public, State of New Jersey  
 No. 76195  
 Qualified in Morris County  
 Commission Expires Feb. 21, 2006

STATE OF GEORGIA, COUNTY OF \_\_\_\_\_ SS.:

I CERTIFY that on October \_\_\_\_, 2002,

PEGGY S. CALLANDER personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- a) is named in and personally signed this Deed;
- b) signed, sealed and delivered this Deed as his or her act and deed; and
- c) made this Deed for \$1,500,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

\_\_\_\_\_  
Notary Public of Georgia

STATE OF PENNSYLVANIA, COUNTY OF \_\_\_\_\_ SS.:

I CERTIFY that on October \_\_\_\_, 2002,

BENNETT M. SCHLENGER personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- a) is named in and personally signed this Deed;
- b) signed, sealed and delivered this Deed as his or her act and deed; and
- c) made this Deed for \$1,500,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

\_\_\_\_\_  
Notary Public of Pennsylvania

STATE OF NEW JERSEY, COUNTY OF ESSEX SS.:

I CERTIFY that on October \_\_\_\_, 2002,

PAMELA A. SCHLENGER personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- a) is named in and personally signed this Deed;
- b) signed, sealed and delivered this Deed as his or her act and deed; and
- c) made this Deed for \$1, 500,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

\_\_\_\_\_  
Notary Public of New Jersey

STATE OF GEORGIA, COUNTY OF Fulton SS.:

I CERTIFY that on October 7th, 2002,

PEGGY S. CALLANDER personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- a) is named in and personally signed this Deed;
- b) signed, sealed and delivered this Deed as his or her act and deed; and
- c) made this Deed for \$1,500,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Pope Richards  
\_\_\_\_\_  
Notary Public of Georgia

ROBBIN RICHARDS  
Notary Public Gwinnett County, Georgia  
My Commission Expires January 13, 2004

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_ SS.:

I CERTIFY that on October \_\_\_\_, 2002,

WILLIAM T. SCHLENGER personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- a) is named in and personally signed this Deed;
- b) signed, sealed and delivered this Deed as his or her act and deed; and
- c) made this Deed for \$1,500,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

\_\_\_\_\_  
Notary Public of New York

STATE OF NEW JERSEY, COUNTY OF Essex SS.:

I CERTIFY that on October 2, 2002,

DAVID A. SCHLENGER personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- a) is named in and personally signed this Deed;
- b) signed, sealed and delivered this Deed as his or her act and deed; and
- c) made this Deed for \$1,500,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Irene M. Hogan  
 Notary Public of New Jersey  
 IRENE M. HOGAN  
 Notary Public, State of New Jersey  
 No. 76195  
 Qualified in Morris County  
 Commission Expires Feb. 21, 2005

STATE OF NEW YORK, COUNTY OF NASSAU SS.:

I CERTIFY that on October 8<sup>th</sup>, 2002,

WILLIAM T. SCHLENGER personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- a) is named in and personally signed this Deed;
- b) signed, sealed and delivered this Deed as his or her act and deed; and
- c) made this Deed for \$1,500,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

JANE ROMANO  
 Notary Public, State of New York  
 No. 30-4857377  
 Qualified in Nassau County  
 Commission Expires April 21, 2006

Jane Romano  
 Notary Public of New York

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_ SS.:

I CERTIFY that on October \_\_\_\_, 2002,

DAVID A. SCHLENGER personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- a) is named in and personally signed this Deed;
- b) signed, sealed and delivered this Deed as his or her act and deed; and
- c) made this Deed for \$1,500,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

\_\_\_\_\_  
 Notary Public of New Jersey