

DECLARATION OF EASEMENT AMENDMENT

MAR 03 2026

KNOWN ALL MEN BY THESE PRESENTS: that DAVIS AND ASSOCIATES, LLC (“Grantor”) hereby declares as follows:

1. Recitals. Grantor, as remainderman and Roger Davis as life tenant, entered into a certain Declaration of Easement signed December 19, 2000, which was recorded in the Office of the Burlington County Clerk on January 16, 2001, in Deed Book 5835 at Page 473, et seq. (“Declaration”).

Roger Davis passed away on August 2, 2003, which by operation of law, made Grantor the sole owner of Sagemore, as such term is defined in the Declaration.

Grantor now desires to amend the Declaration (this “Amendment”) as it relates to five of the office buildings which are a part of Sagemore.

The five office buildings (collectively the “Buildings”) are the buildings known as (i) 5000 Sagemore Drive located on the parcel of land designated on the Official Tax Map of Evesham Township, Burlington County, New Jersey as Lot 1, Block 33.10 (“5000 Building”), (ii) 6000 Sagemore Drive located on the parcel of land designated on the Official Tax Map of Evesham Township, Burlington County, New Jersey as Lot 6, Block 33.10 (“6000 Building”), (iii) 8000 Sagemore Drive located on the parcel of land designated on the Official Tax Map of Evesham Township, Burlington County, New Jersey as Lot 8, Block 33.10 (“8000 Building”), (iv) 10000 Sagemore Drive located on the parcel of land designated on the Official Tax Map of Evesham Township, Burlington County, New Jersey as Lot 10, Block 33.10 (“10000 Building”), and (v) 14000 Sagemore Drive located on the parcel of land designated on the Official Tax Map of Evesham Township, Burlington County, New Jersey as Lot 14, Block 33.10 (“14000 Building”).

A loop road (“Loop Road”) services the 6000 Building, 8000 Building, and 10000 Building, Sagemore Drive (“Sagemore Drive”) services all of the Buildings as well as the apartments owned by Grantor located on the parcel of land designated on the Official Tax Map of Evesham Township, Burlington County, New Jersey as Lot 2, Block 33.10 (“Apartments”), there are three monument signs (the “Monument Signs”) which also benefit all the Buildings, and section of manicured grass within the right of way between the 8000 Building and the Marlton

Bypass (the "Grass") (collectively "Common Improvements"), all as shown on the plan attached hereto as Exhibit A ("Plan").

Grantor wishes to provide an easement on a portion of the 8000 Building property, as shown on Exhibit B, to allow, subject to the conditions and limitations set forth below, the placement of a "For Sale" or "For Lease" sign by the owners of the 10000 Building and the 6000 Building ("Sign Easement").

Grantor also wishes to provide an easement to allow, subject to the conditions and limitations set forth below, the owner of the 8000 Building to access and utilize the trash and recycling receptacle(s) and/or corral(s) present on the 10000 Building property, as shown on Exhibit A ("Trash Corral Easement").

As it is the intention of the Grantor to convey, in the near future, one or more of the Buildings to one or more third-party purchasers, Grantor believes it to be in the best interest of each owner of a Building to provide for the preservation and maintenance, in good condition and repair, of the Common Improvements.

2. Common Improvements.

a. The square feet of each of the Buildings is as follows:

<u>Building</u>	<u>Square Feet</u>
5000	21,200
6000	50,170
8000	50,400
10000	33,421
14000	12,000

b. The owner (including affiliates of such owner) which owns the Building(s) with the most overall square feet of all of the Buildings combined, shall be the Common Improvements Manager ("Common Improvements Manager").

For example, if the Grantor owns the 5000 Building and the 10000 Building, Person A owns the 6000 Building, Person B owns the 8000 Building and Person C owns the 14000 Building, then the Grantor, while the owner of both the 5000 Building and 10000 Building, shall be the Common Improvements Manager.

c. The Common Improvements Manager, at the cost of the owners of the Buildings, and with respect to Sagemore Drive, also the owner of the Apartments, and to be

performed by third-party service providers and/or affiliates of the Common Improvements Manager and not personally by the Common Improvements Manager, shall be responsible to ensure maintenance in good condition and repair (i) the Monument Signs, (ii) the roadway and curbing, if any, with respect to the Loop Road and Sagemore Drive, (iii) the lighting with respect to Sagemore Drive, and (iv) the maintenance and cutting of the Grass. The Common Improvements Manager, also at the cost of the owners of the Buildings, and with respect to Sagemore Drive, also the owner of the Apartments, and to be performed by third-party service providers and/or affiliates of the Common Improvements Manager and not personally by the Common Improvements Manager, shall ensure the Loop Road and Sagemore Drive are reasonably free of snow and ice, and shall obtain and maintain liability insurance with a combined single limit of Five Million Dollars (\$5,000,000.00) naming each of the owners of the Buildings as additional insureds with respect to the Loop Road and, also the owner of the Apartments with respect to, Sagemore Drive. The Common Improvements Manager shall be entitled to an annual fee of One Thousand Dollars (\$1,000.00) plus reasonable out of pocket costs for providing such management (“Management Fee”).

d. The cost of the items for which the Common Improvements Manager is responsible shall be borne by and paid by each owner of a Building, and as to Sagemore Drive, also the owner of the Apartments, on a proportionate basis as follows:

Costs related to the Loop Road and Grass:

6000 Building	35.84%
8000 Building	36.00%
10000 Building	28.16%

Costs Related to Sagemore Drive, Monument Signs, Insurance and Management Fee:

5000 Building	9.00%
6000 Building	24.00%
8000 Building	24.00%
10000 Building	24.00%
14000 Building	4.00%
Apartments	15.00%

e. Except in the case of an emergency, prior to engaging any contractor with respect to any repair or replacement of any Common Improvement or snow and ice removal, costing in excess of the sum of Fifteen Thousand Dollars (\$15,000.00) for any single expenditure or series of expenditures for the same work during any calendar year (collectively "Major Cost") (i) the Common Improvements Manager shall obtain three (3) bids and (ii) provide to each owner of a Building a copy of the bids and notice of which contractor the Common Improvements Manager intends to engage. Within 15 days of receipt of the copy of the bids and notice of the Common Improvements Manager's selected bid, each owner of a Building shall vote to affirm or reject the selected bid, and the prior written approval of those owners owning more than fifty percent (50%) of the square feet of all of the Buildings shall be required to authorize the Common Improvements Manager to proceed with the selected bid. In the case of less than 50% approval, the Common Improvements Manager will repeat the process for obtaining bids and providing notice to the owners under this Paragraph. Should any Owner of the Building fail to respond within fifteen (15) days of receipt of a copy such bid and notice, then such Owner shall be deemed to have affirmed such selected bid.

f. All contractors engaged by the Common Improvements Manager must have liability insurance of not less than Three Million Dollars (\$3,000,000.00) and workers' compensation insurance, as required by law.

g. Common Improvements Manager shall bill each owner of a Building, and the owner of the Apartments, if applicable, for its prorated share of the costs incurred by the Common Improvements Manager to carry out its responsibility under this Amendment, as such costs are incurred. With respect to any Major Cost, the Common Improvements Manager may bill each owner of a Building, and the owner of the Apartments, if applicable, Forty-Five (45) days prior to such Major Cost being incurred.

h. All invoices by the Common Improvements Manager to an owner of a Building, and to the owner of the Apartments, if applicable, shall be due and payable to the Common Improvements Manager upon receipt. Interest at the rate of Twelve Percent (12%) per annum shall be payable with respect to any invoice not paid within Thirty (30) days of receipt as well as all costs of collection incurred by the Common Improvements Manager, including without limitation, reasonable attorneys' fees and court costs.

i. Each owner of a Building and the owner of the Apartments grants to the Common Improvements Manager (and any contractors engaged by the Common Improvements Manager to carry out the obligations under this Declaration of the Common Improvement Manager) an easement across the driveways, sidewalks, parking areas, and grass, located on such Building owner's or Apartment owner's property, to the extent reasonably necessary for the Common Improvement Manager (and its employees and contractors) to perform the Common Improvement Manager's obligations under this Declaration.

3. Indemnification. Each owner of a Building and the owner of the Apartments shall severally, at the same percentage set forth in Paragraph 2.d. above (as to costs other than those related to the Loop Road), defend, indemnify and hold harmless the Common Improvements Manager for all claims, liabilities, expenses, damages, suits, losses, and costs, including without limitation reasonable attorneys' fees and court costs, incurred by the Common Improvements Manager in carrying out its responsibilities under this Amendment unless arising out of the intentional misconduct or gross negligence of the Common Improvements Manager or that of its directors, officers, members, shareholders, employees, agents, or representatives. Except in the event of the Common Improvements Manager's gross negligence or willful misconduct, the Common Improvements Manager shall not be liable for any loss or damage to property or any injury or death to persons in carrying out the duties of the Common Improvements Manager as set forth in this Amendment.

4. Dedication.

a. Should Evesham Township agree to accept for public dedication, Sagemore Drive, each owner of a Building and the owner of the Apartments will each execute and deliver to Evesham Township all documentation reasonably requested by Evesham Township and/or the Common Improvements Manager to accomplish such dedication.

b. Upon the acceptance of such dedication by Evesham Township all obligations of the Common Improvements Manager and owners of the Buildings, and the owner of the Apartments, with respect to Sagemore Drive, shall cease and be terminated.

5. Sign Easement.

a. The owner of the 8000 Building grants to the owner of the 10000 Building and to the owner of the 6000 Building the right to each place, along with the owner of the 8000 Building, one unlit sign no larger than four (4) by eight (8) foot, explicitly stating that their

respective Building is available for sale or for lease on that portion of the property upon which the 8000 Building is located as shown on Exhibit B.

b. The owner placing its sign shall be obligated to keep the sign in good condition and shall defend, indemnify, and hold harmless the owner of the 8000 Building from all claims, damages, liabilities, costs, losses, and expenses, including but not limited to reasonable attorneys' fees and court costs, arising out of the placement, existence, maintenance, and removal of such sign.

c. Except as provided herein, the owners of the 6000, 8000 and 10000 Buildings shall not be permitted to place any monument or other non-facade signs on their property.

6. Trash Corral Easement.

a. The owner of the 10000 Building grants to the owner of the 8000 Building the right to place trash and recycling generated by the 8000 Building in the trash receptacles and/or corral located on the 10000 Building property, as shown on Exhibit C. The Owner of the 8000 Building shall defend, indemnify and hold harmless the Owner of the 10000 Building from all damage, claims losses and expenses, including reasonable attorney's fees incurred, arising out of the presence of and use of the trash corral by the Owner of 8000 Building.

7. Legal Fees. If any owner hereto shall institute any action or proceeding in court to enforce any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover from the losing party its court costs and reasonable attorneys' fees for the services rendered to the prevailing party in such action or proceeding, including any bankruptcy proceedings. Such attorneys' fees and court costs shall be in addition to any other costs to which such party shall be legally entitled.

8. Corporate Center Name. The name Sagemore Corporate Center shall not be altered, changed or replaced without prior written consent from all of the owners of the Buildings.

9. Modification. This Amendment shall supersede the Declaration to the extent any provision of this Amendment is inconsistent with the Declaration. This Amendment may not be modified, altered, amended or changed except by an instrument in writing duly and validly executed by each then owner of a Building.


10. Waiver. No course of dealing nor delay of any owner of a Building in exercising

any right or remedy conferred by this Agreement shall operate as a waiver. Any waiver must be in writing signed by the owner waiving such performance.

11. Binding Effect. This Amendment shall be binding on each owner of a Building, their respective heirs, successors and assigns. The obligations and rights hereunder shall run with the land.

IN WITNESS WHEREOF, the Declarant has executed this Amendment on the day and year first above written.

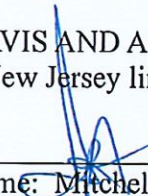
WITNESS:



Mitchell T. Grayson

GRANTOR:

DAVIS AND ASSOCIATES, LLC
a New Jersey limited liability company

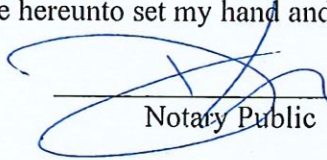


Name: Mitchell R. Davis
Title: Managing Member

STATE OF NEW JERSEY)
)
COUNTY OF BURLINGTON)

On this 31st day of March, 2025, before me, the undersigned officer personally appeared, Mitchell R. Davis, who acknowledged himself to be the Managing Member of DAVIS AND ASSOCIATES, LLC, a New Jersey limited liability company, and that he as such Managing Member being authorized to do so, acknowledged that he executed the foregoing Declaration of Easement Amendment on behalf of such limited liability company for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

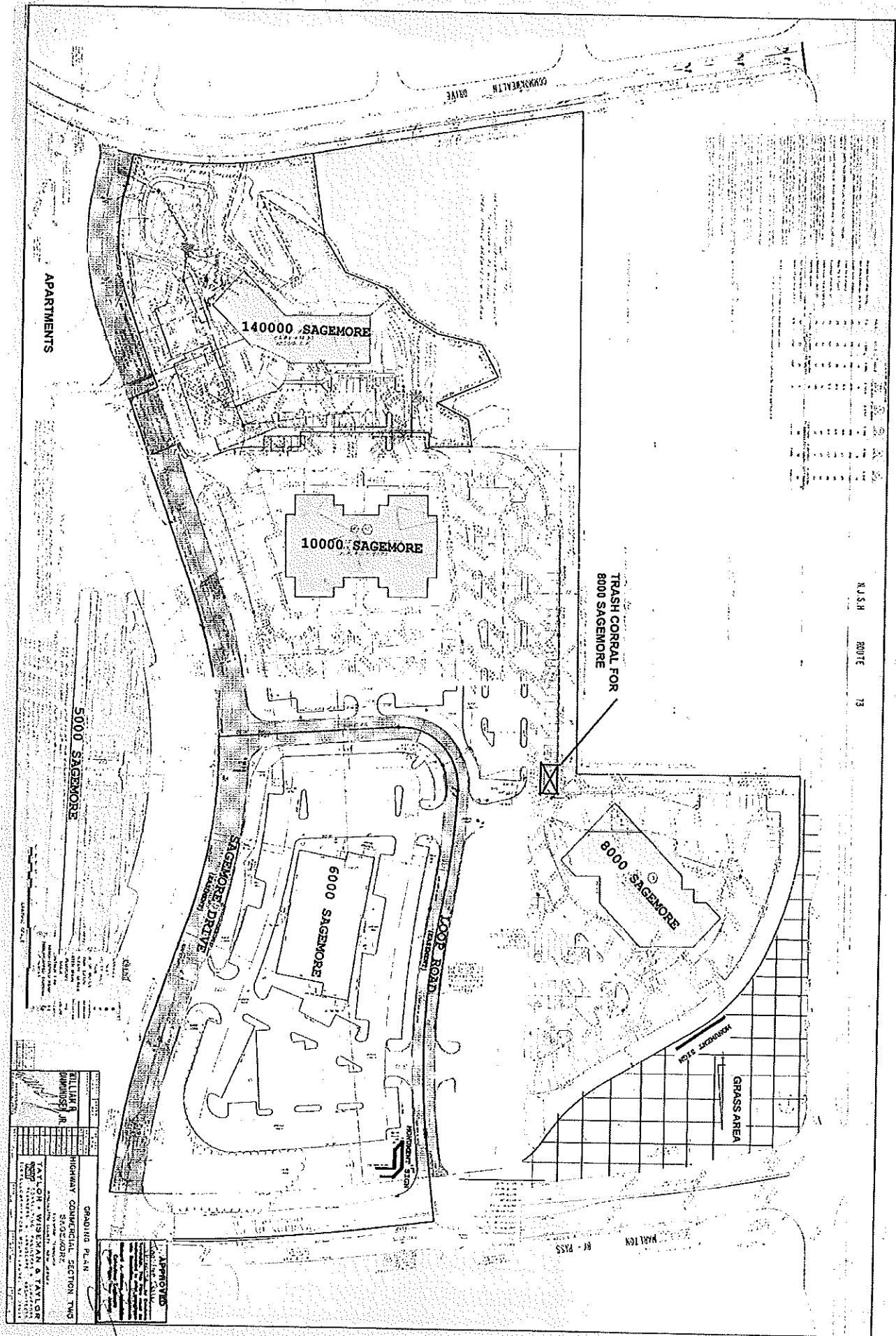


Notary Public

My Commission Expires

Debra L. Cohen NOTARY PUBLIC STATE OF NEW JERSEY MY COMMISSION EXPIRES: January 3, 2030
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Exhibit A – Plan



APARTMENTS

14000 SAGEMORE

10000 SAGEMORE

5000 SAGEMORE

TRASH CORRAL FOR
8000 SAGEMORE

8000 SAGEMORE

GRASS AREA

APPROVED
 GRADING PLAN
 HIGHWAY COMMERCIAL SECTION TWO
 SAGECORN
 TAYLOR, WISEMAN & TAYLOR
 ENGINEERS, ARCHITECTS & PLANNERS
 1000 W. 10TH ST. SUITE 200
 DENVER, CO 80202

R.I.S.H. ROUTE 73

RT - PASS

Exhibit B – Sign Area

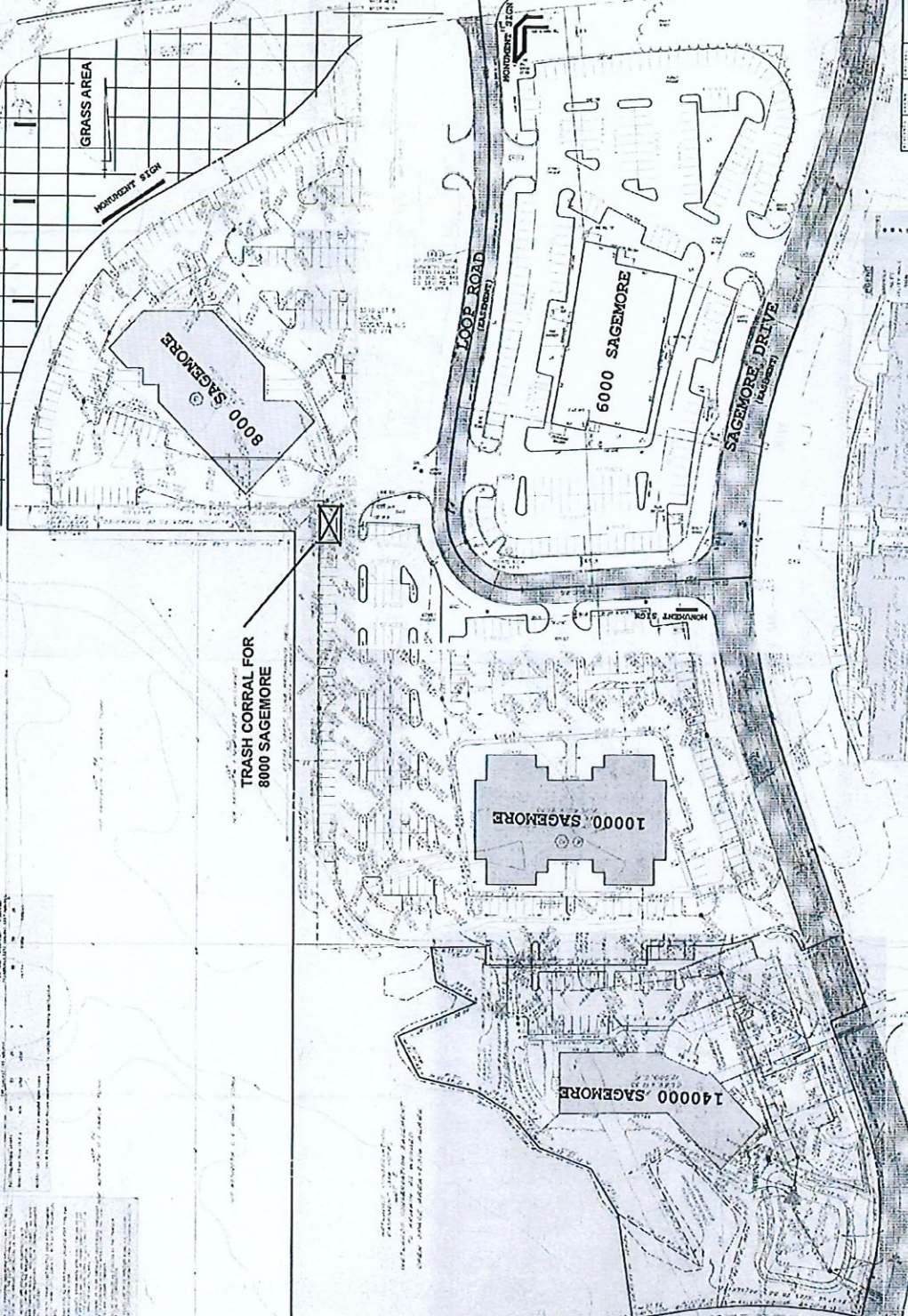
LEASE SIGNS FOR

6000, 8000, & 10000 SAGEMORE

N.J.S.H. ROUTE 73

NO.	DESCRIPTION	DATE	BY	REVISIONS
1	PRELIMINARY PLAN	10/15/73	W. WISEMAN	
2	REVISED PLAN	11/15/73	W. WISEMAN	
3	REVISED PLAN	12/15/73	W. WISEMAN	
4	REVISED PLAN	1/15/74	W. WISEMAN	
5	REVISED PLAN	2/15/74	W. WISEMAN	
6	REVISED PLAN	3/15/74	W. WISEMAN	
7	REVISED PLAN	4/15/74	W. WISEMAN	
8	REVISED PLAN	5/15/74	W. WISEMAN	
9	REVISED PLAN	6/15/74	W. WISEMAN	
10	REVISED PLAN	7/15/74	W. WISEMAN	
11	REVISED PLAN	8/15/74	W. WISEMAN	
12	REVISED PLAN	9/15/74	W. WISEMAN	
13	REVISED PLAN	10/15/74	W. WISEMAN	
14	REVISED PLAN	11/15/74	W. WISEMAN	
15	REVISED PLAN	12/15/74	W. WISEMAN	
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97	REVISED PLAN	10/15/81	W. WISEMAN	
98	REVISED PLAN	11/15/81	W. WISEMAN	
99	REVISED PLAN	12/15/81	W. WISEMAN	
100	REVISED PLAN	1/15/82	W. WISEMAN	

NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 2. ALL CORNERS ARE TO BE SET BY THE SURVEYOR.
 3. ALL UTILITIES ARE TO BE DELETED OR PROTECTED AS SHOWN.
 4. ALL EXISTING STRUCTURES ARE TO BE DEMOLISHED AND RECONSTRUCTED AS SHOWN.
 5. ALL EXISTING DRIVEWAYS ARE TO BE RECONSTRUCTED AS SHOWN.
 6. ALL EXISTING SIDEWALKS ARE TO BE RECONSTRUCTED AS SHOWN.
 7. ALL EXISTING CURBS ARE TO BE RECONSTRUCTED AS SHOWN.
 8. ALL EXISTING STREETS ARE TO BE RECONSTRUCTED AS SHOWN.
 9. ALL EXISTING UTILITIES ARE TO BE DELETED OR PROTECTED AS SHOWN.
 10. ALL EXISTING TREES ARE TO BE PRESERVED OR REPLANTED AS SHOWN.
 11. ALL EXISTING FENCES ARE TO BE PRESERVED OR RECONSTRUCTED AS SHOWN.
 12. ALL EXISTING SIGNAGE IS TO BE REMOVED AND REPLACED AS SHOWN.
 13. ALL EXISTING LIGHTING IS TO BE REMOVED AND REPLACED AS SHOWN.
 14. ALL EXISTING LANDSCAPING IS TO BE PRESERVED OR RECONSTRUCTED AS SHOWN.
 15. ALL EXISTING UTILITIES ARE TO BE DELETED OR PROTECTED AS SHOWN.
 16. ALL EXISTING TREES ARE TO BE PRESERVED OR REPLANTED AS SHOWN.
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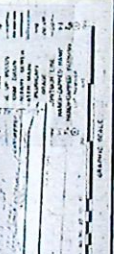
APPROVED
 [Signature]
 [Title]

GRADING PLAN
 HIGHWAY COMMERCIAL SECTION TWO

WILLIAM A. OMBROSE, JR.
 CIVIL ENGINEER

TAYLOR, WISEMAN & TAYLOR
 ARCHITECTS

DATE: 11/15/73
 SCALE: AS SHOWN



5000 SAGEMORE

APARTMENTS