

Wareham Development Corporation

Parcels 1 and 4 as shown on Alameda County Parcel Map 7258, Emeryville, California

Deed Restriction major milestones:

- Human Health Risk Assessment Developed by SOMA Environmental Engineering in February 1996 for Parcels 1 and 4.
- Alameda County Environmental Health Services in August 1998 issues a No Further Action Letter for Parcels 1 and 4.
- CBS Corporation files deed restriction in August 1998 restriction development of the property for medical uses, among other identified uses.
- Various remediations are performed between 1998 and 2004 involving the removal of contaminated soils.
- Wareham Development Corporate takes control of the property in June 2000.
- Wareham files new deed restriction removing restriction on using property for medical offices in March 2014; all previous restrictions remain in place.

3
Requester
Checked Title

Recorded in Official Records, Alameda County
Patrick O'Connell, Clerk-Recorder

22.00

98278805 1:27pm 08/11/98

885 435130 32 11 888882
A23 7.00 15.00 0.00 0.00 0.00 0.00 0.00
0.00

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CBS Corporation
11 Stanwix Street
Pittsburgh, Pennsylvania 15222-1384
Attention: Real Estate Department

b
No

Applies to Parcel
1 (must be
ESJV, because
HSD
was owned
by us at
that
time)
Parcel 1

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter the "Declaration") is made as of the 11th day of August, 1998, by CBS Corporation, a Pennsylvania corporation (hereinafter the "Declarant").

RECITALS

A. Declarant is the owner of certain real property located in the City of Emeryville, County of Alameda, State of California, as more particularly described in Exhibit A attached hereto (hereinafter referred to as the "Property").

B. The Property is adjacent to certain real property owned by Declarant and described in Exhibit B attached hereto (the "Adjacent Property"), which Adjacent Property is the subject of a Consent Agreement and Final Order in the matter of *In re: Westinghouse Electric Corporation*, No. TSCA-09-13C, United States Environmental Protection Agency, Region 9 (October 30, 1984), entered into between the United States Environmental Protection Agency (hereinafter referred to as the "EPA") and Declarant and recorded in the Alameda County Recorder's office on April 10, 1986, as Instrument No. 86-085949, which has been subsequently amended by amendments dated February 28, 1985, August 28, 1985 and September 6, 1991 (hereinafter collectively referred to as the "Consent Agreement"). The Consent Agreement arises out of the contamination of the Adjacent Property with polychlorinated biphenyls (hereinafter referred to as "PCBs"). The PCB contamination of the Adjacent Property has been encapsulated by virtue of construction of a slurry wall with asphalt cover in accordance with the requirements of the Consent Agreement.

C. Declarant plans to permit the Property to be used for commercial uses, except as limited hereby. In anticipation of such contemplated use of the Property, Declarant has determined to and does hereby affix and establish restrictions upon and subject to which the Property shall be disposed, improved, held, leased, sold and/or conveyed. Such restrictions shall run with the land and shall inure to and pass with the Property and shall apply to and bind the respective successors in interest ("Successors") thereof as to any and all portions of the Property herein described.

Parcel 2

i.e. Exhibit C
A
property
A 108926

98278805

The recitals hereinabove are hereby incorporated in this Declaration by reference.

1. Notification of Governmental Inquiries. All Successors, whether by way of ownership, lease, license or otherwise shall immediately notify Declarant in writing of any questions, concerns, investigations, proceedings or orders from the EPA or any other cognizant regulatory body concerning any PCB or other environmental hazard on or suspected to be on the Property.

2. Use Restrictions. The Property may be developed for office, retail and other commercial uses. The Property shall not be used for the following purposes: single-family or multi-unit residential structures; infant or children's day care services; hospital or other medical or dental services; elementary or secondary school classrooms; or facilities for the large-scale manufacture, preparation, storage or distribution of foods, drugs or other products prepared for human consumption or unpackaged utensils related thereto (provided, however, that the use of the Property for restaurant, cafeteria, cafe, coffee shop or similar on-site food preparation and consumption operations shall be permitted on the Property and such use of the Property shall not be prohibited by the foregoing restrictions).

3. Notification to Tenants and Purchasers. During its period of ownership of the Property, each Successor shall comply with the provisions of any applicable law regarding notification to tenants and any purchaser of the Property required as a consequence of the proximity of the Property to the Adjacent Property.

4. Successors and Assigns. This Declaration shall inure to the benefit of the Successors to Declarant by way of merger or consolidation or other disposition of its business. This Declaration shall be binding upon the Successors to Declarant as owner of the Property who shall take subject to all of the terms, provisions and covenants hereof without exception.

5. Term. The term of this Declaration shall commence as of the date of recordation hereof and shall continue in perpetuity.

6. Notices to Declarant. Any notice to be given to Declarant hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested to the following address:

CBS Corporation
11 Stanwix Street
Pittsburgh, Pennsylvania 15222-1384
Attention: Real Estate Department

Declarant reserves the right to change such address by written notice to all current legal record holders of title to the Property.

98278805

7. **Modification.** This Declaration may be modified only by a written instrument executed by Declarant or its successor and by the then owner of the Property.

8. **Mortgages Protection.** No breach of the covenants, conditions or restrictions set forth herein shall impair, defeat or render invalid the lien or charge of any mortgage or deed of trust encumbering the Property, or any ground lease affecting the Property; and all such covenants, conditions and restrictions shall be binding upon and effective against any person or entity whose title to the Property is derived pursuant to judicial or nonjudicial foreclosure or by a deed in lieu of foreclosure, or any other Successor to Declarant as owner of the Property.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first above written.

CBS CORPORATION,
a Pennsylvania corporation

By
Its

A. J. ...
Vice President

98278805

Exhibit A

PROPERTY DESCRIPTION

All that certain real property, located in the City of Emeryville, County of Alameda, State of California, described as follows:

Parcel 1 shown on Parcel Map 7258 recorded on August 7th, 1998, at Book 236 of Maps, Pages 42 & 43, Series No 98-273580, in the Official Records of the Recorder of Alameda County, California.

98278805

Exhibit B

PROPERTY DESCRIPTION OF ADJACENT PROPERTY

All that certain real property, located in the City of Emeryville, County of Alameda, State of California, described as follows:

Parcel 2 shown on Parcel Map 7258 recorded on August 7th, 1998, at Book 236 of Maps, Pages 42 & 43, Series No 98-273580, in the Official Records of the Recorder of Alameda County, California.

98278805

STATE OF NEW YORK
COUNTY OF NEW YORK ss.

On this 30th day of July, 1998, before me, a Notary Public in and for said State and County, personally appeared known to me (or proved to me on the basis of satisfactory evidence) to be the Regie Stala of the Corporation that executed the within instrument and the officer who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-Laws or a resolution of its Board of Directors.

Witness my hand and official seal as of the date hereinabove written.

Carol A. Graven
Notary Public in and for said State and County

(Seal)

CAROL A. GRAVEN
Notary Public, State of New York
No. 01-4649326
Qualified in Bronx County
Commission Expires July 31, 1999

REQUESTOR
Chicago Title

Recorded in Official Records, Alameda County
Patrick O'Connell, Clerk-Recorder

28.00

98278804 1:27pm 08/11/98

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

005 433127 32 11 000002
A23 8 7.00 21.00 0.00 0.00 0.00 0.00
0.00

CBS Corporation
11 Stanwix Street
Pittsburgh, Pennsylvania 15222-1384
Attention: Real Estate Department

8
10
Applies to
Parcel 4

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter the "Declaration") is made as of the 11th day of August, 1998, by CBS Corporation, a Pennsylvania corporation (hereinafter the "Declarant").

RECITALS

A. Declarant is the owner of certain real property located in the City of Emeryville, County of Alameda, State of California, as more particularly described in Exhibit A attached hereto (hereinafter referred to as the "Property").

B. The Property is adjacent to certain real property owned by Declarant and described in Exhibit B attached hereto (the "Adjacent Property"), which Adjacent Property is the subject of a Consent Agreement and Final Order in the matter of *In re: Westinghouse Electric Corporation*, No. TSCA-09-13C, United States Environmental Protection Agency, Region 9 (October 30, 1984), entered into between the United States Environmental Protection Agency (hereinafter referred to as the "EPA") and Declarant and recorded in the Alameda County Recorder's office on April 10, 1986, as Instrument No. 86-085949, which has been subsequently amended by amendments dated February 28, 1985, August 28, 1985 and September 6, 1991 (hereinafter collectively referred to as the "Consent Agreement"). The Consent Agreement arises out of the contamination of the Adjacent Property with polychlorinated biphenyls (hereinafter referred to as "PCBs"). The PCB contamination of the Adjacent Property has been encapsulated by virtue of construction of a slurry wall with asphalt cover in accordance with the requirements of the Consent Agreement.

C. Declarant plans to permit the Property to be used for commercial uses, except as limited hereby. In anticipation of such contemplated use of the Property, Declarant has determined to and does hereby affix and establish restrictions upon and subject to which the Property shall be disposed, improved, held, leased, sold and/or conveyed. Such restrictions shall run with the land and shall inure to and pass with the Property and shall apply to and bind the respective successors in interest ("Successors") thereof as to any and all portions of the Property herein described.

Parcel 2
(Mound)

Parcel 4 (ESN)

(B) A108926

The recitals hereinabove are hereby incorporated in this Declaration by reference.

1. Consent Agreement: Right of Entry.

(a) With respect to Declarant's obligations under the Consent Agreement to monitor the Adjacent Property on an ongoing basis to determine that the PCB contamination thereof remains encapsulated, Declarant is required to maintain certain monitoring wells, one or more of which are currently located on the Property as shown on Exhibit C attached hereto. Declarant shall be permitted to continue to monitor the Adjacent Property for PCB contamination in accordance with the Consent Agreement on a continuing basis. Declarant shall be permitted to take all action required of it in connection with any PCB contamination or other contamination or alleged contamination resulting from Declarant's ownership, occupancy, and use of the Adjacent Property. All monitoring wells required to be maintained by Declarant on the Property for the purpose of monitoring the Adjacent Property shall be maintained in good condition and repair by Declarant and shall not be covered by Declarant or any Successor to Declarant or any lessee or other occupant of the Property; and at such time as any such monitoring wells may be closed, Declarant shall undertake such closure in accordance with applicable laws, rules and regulations.

(b) Declarant reserves to itself access to the Property to the extent necessary to inspect and monitor the monitoring wells located thereon, to repair and maintain or make any necessary alterations or additions to the Property performed at the request of the EPA or in a manner which Declarant determines in its reasonable judgment to be required for compliance with the Consent Agreement or any other applicable law, rule or regulation. Declarant shall use its best efforts to provide that no such alterations or additions shall materially interfere with a Successor's use of the Property. Declarant shall repair any damage to the Property caused by Declarant's actions hereunder, and Declarant hereby agrees to indemnify and hold harmless each Successor owner of the Property from and against any loss, cost, liability, damage or expense (including, without limitation, reasonable attorneys' fees and costs) suffered or incurred as a consequence of Declarant's negligence or willful misconduct in the course of any entry upon the Property by Declarant.

2. Notification of Governmental Inquiries. All Successors, whether by way of ownership, lease, license or otherwise shall immediately notify Declarant in writing of any questions, concerns, investigations, proceedings or orders from the EPA or any other cognizant regulatory body concerning any PCB or other environmental hazard on or suspected to be on the Property.

3. Use Restrictions. The Property may be developed for office, retail and other commercial uses. The Property shall not be used for the following purposes: single-family or multi-unit residential structures; infant or children's day care services; hospital or other medical or dental services; elementary or secondary school classrooms; or facilities for the large-scale manufacture, preparation, storage or distribution of foods, drugs or other products prepared for human consumption or unpackaged utensils related thereto. In no event shall any improvements constructed on the Property interfere with or damage the monitoring wells required to be

98278804

maintained by Declarant on the Property or invade the slurry wall located on the Adjacent Property.

4. Notification to Tenants and Purchasers. During its period of ownership of the Property, each Successor shall comply with the provisions of any applicable law regarding notification to tenants and any purchaser of the Property required as a consequence of the proximity of the Property to the Adjacent Property.

5. Successors and Assigns. This Declaration shall inure to the benefit of the Successors to Declarant by way of merger or consolidation or other disposition of its business. This Declaration shall be binding upon the Successors to Declarant as owner of the Property who shall take subject to all of the terms, provisions and covenants hereof without exception.

6. Term. The term of this Declaration shall commence as of the date of recordation hereof and shall continue in perpetuity.

7. Notices to Declarant. Any notice to be given to Declarant hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested to the following address:

CBS Corporation
11 Stanwix Street
Pittsburgh, Pennsylvania 15222-1384
Attention: Real Estate Department

Declarant reserves the right to change such address by written notice to all current legal record holders of title to the Property.


8. Modification. This Declaration may be modified only by a written instrument executed by Declarant or its successor and by the then owner of the Property.

9. Mortgage Protection. No breach of the covenants, conditions or restrictions set forth herein shall impair, defeat or render invalid the lien or charge of any mortgage or deed of trust encumbering the Property, or any ground lease affecting the Property; and all such covenants, conditions and restrictions shall be binding upon and effective against any person or entity whose title to the Property is derived pursuant to judicial or nonjudicial foreclosure or by a deed in lieu of foreclosure, or any other Successor to Declarant as owner of the Property.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first above written.

CBS CORPORATION,
a Pennsylvania corporation

By
Its



Vice President

0498.0-173093.07

98278804

Exhibit A

PROPERTY DESCRIPTION

All that certain real property, located in the City of Emeryville, County of Alameda, State of California, described as follows:

Parcel 4 shown on Parcel Map 7258 recorded on August 7th, 1998, at Book 238 of Maps, Pages 42 & 43, Series No. 98-273580 in the Official Records of the Recorder of Alameda County, California.

98278804

59TH STREET

BLOCK 10

PARCEL 2

1.5892 AC. ±

PELADEAU

LANDREGAN STREET DEDICATION

0.3036 AC. ±

UNITED STATES
POSTAL SERVICE

PARCEL 2
PARCEL MAP 5129
J70 M 57

BLOCK 9

PARCEL 4

1.2739 AC. ±

ESN

59TH STREET DEDICATION

0.3931 AC. ±

HOLLIS R & D ASSOCIATES

PARCEL 1
PARCEL MAP 5129

59TH STREET

HOLLIS R & D ASSOCIATES

PARCEL B

PARCEL A

PARCEL MAP 4558

159 M 9

EXPLANATION

- Dotted marking w/it
- Deep monitoring well
- Shallow piezometer
- Deep piezometer

EXHIBIT C

WESTINGHOUSE ELECTRIC CORPORATION
EVERETTVILLE SITE, EVERETTVILLE, CALIFORNIA
GROUNDWATER SAMPLING AND ANALYSIS

SITE PLAN & WELL LOCATIONS

98278804

STATE OF _____)
COUNTY OF _____) ss.

On this 30th day of July, 1998, before me, a Notary Public in and for said State and County, personally appeared known to me (or proved to me on the basis of satisfactory evidence) to be the Greg Stala of the Corporation that executed the within instrument and the officer who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-Laws or a resolution of its Board of Directors.

Witness my hand and official seal as of the date hereinabove written.

Carol A. Seena
Notary Public in and for said State and County

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

98278804

No. 5807

State of California

County of Alameda

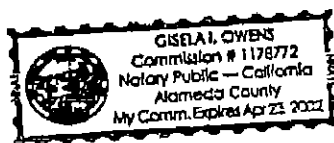
On 7-30-98 before me, Gisela J. Owens

NAME, TITLE OF OFFICER - I.E. "JANE DOE, NOTARY PUBLIC"

personally appeared Angie Strub

NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

ASSESSOR'S MAP 49

Code Area Nos. 14-003 14-006

1489

SCALE: 1" = 100'

(C) PM 4558 189/8 (D) PM 5129 170/87
(E) PM 7258 226/43

DRAWING 06-28-88 WL REVISED: 03-07-02 EG

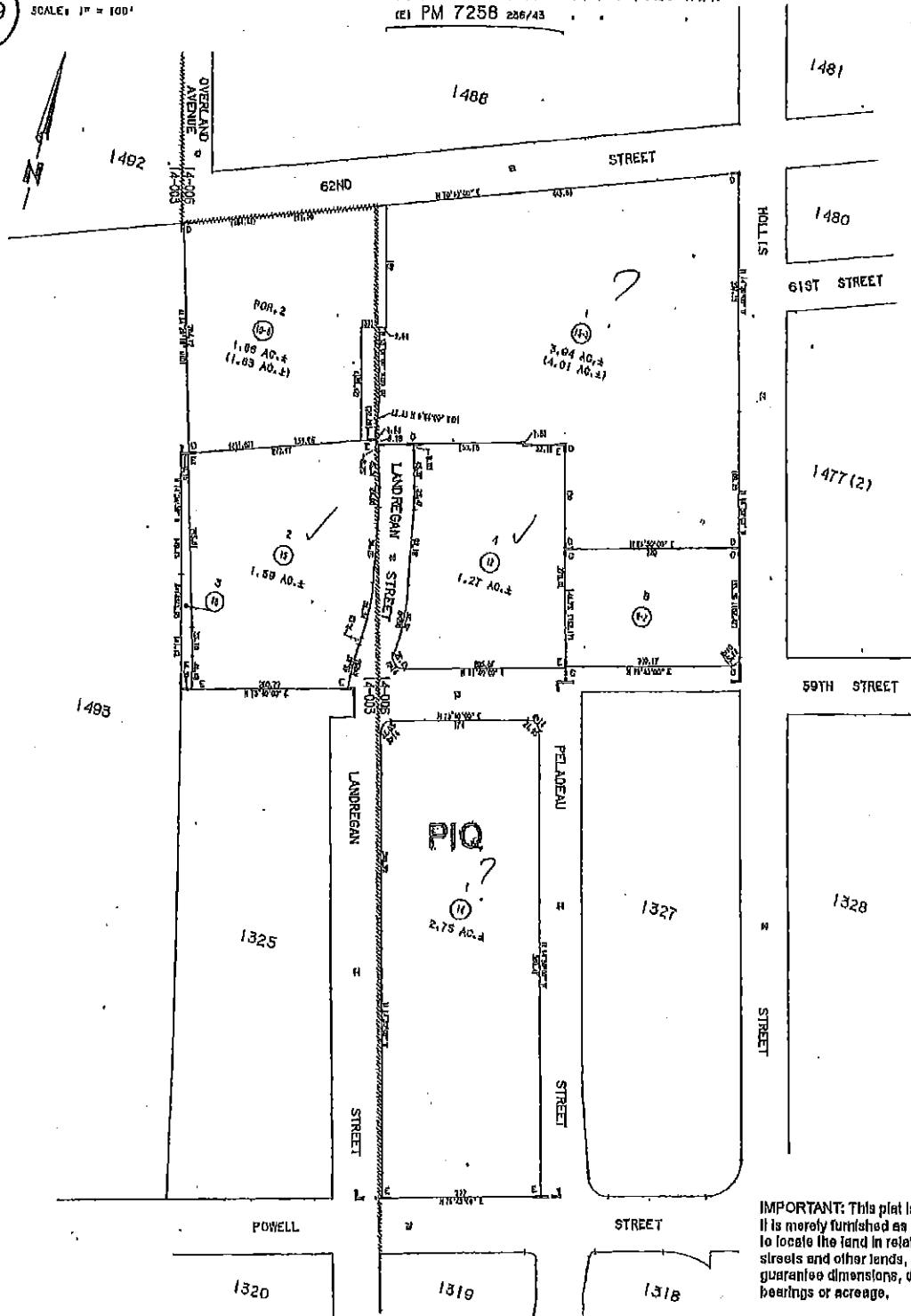
FORMALTY:

ACM / SBC 20

R.G. 1045 18/81, J.L.S. 1168 17/73
MAP OF THE PROPERTY OF L.H. NEAUDRY & G. PELADEAU 6/14
REF: MAP OF THE BARRIOS OF VICENTE AND DOMINGO PERALTA 17/12

HPW 17

IND Pte 2



IMPORTANT: This plat is not a survey. It is merely furnished as a convenience to locate the land in relation to adjoining streets and other lands, and not to guarantee dimensions, distances, bearings or acreage.

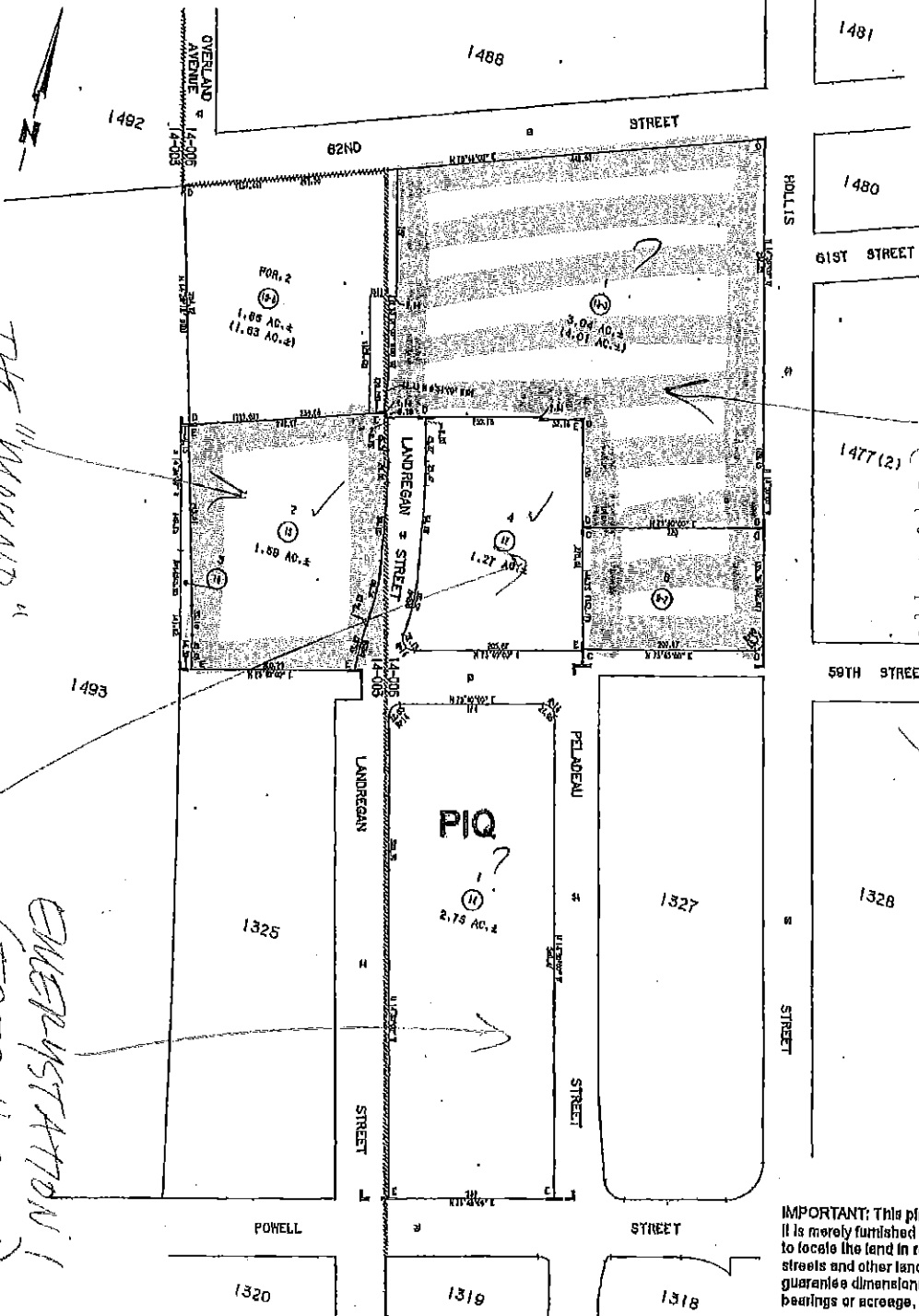
ASSESSOR'S MAP 49

Code Area Nos. 14-003 14-006

1489

SCALE: 1" = 100'

(C) PM 4558 169/6 (D) PM 5129 170/67
(E) PM 7258 236/43



HERITAGE SQUARE
(6121 HOLLIS)

THE "MOUND"
(PROJECT YOU HAVE
WORKED ON)

EMERYSTATION!
(5858 HORSTON)
EMERYSTATION NORTH
(5980 HORSTON)

IMPORTANT: This plat is not a survey,
it is merely furnished as a convenience
to locate the land in relation to adjoining
streets and other lands, and not to
guarantee dimensions, distances,
bearings or acreage.

AGM 1 38E1 20

R.S. 1945 10/81, R.S. 1160 17/73
MAP OF THE PROPERTY OF L. W. REAURY & G. PELADEAU 8/14
REF: MAP OF THE RANCHOS OF VICENTE AND DOMINGO PERALTA 17/12

HPN 11

IND PG 2

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Emery Station Office II, LLC
1120 Nye Street, Suite 400
San Rafael, California 94901

CERTIFIED TO BE A TRUE COPY OF DOCUMENT
RECORDED 3-18-14
AT SERIES NUMBER 2014-69978
OFFICIAL RECORDS OF ALAMEDA COUNTY FOR
Chicago Title Company

BY: 

**AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Amendment") is made as of the 17th day of March, 2014, by CBS Corporation, a Delaware corporation (the "Declarant"), and Emery Station Office II, LLC, a California limited liability company ("ESII). This Amendment amends that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") dated August 11, 1998; made by Declarant and burdening certain real property located in the City of Emeryville, County of Alameda, State of California, as more particularly described in Exhibit A attached hereto (the "Property"), which Declaration was recorded in the Official Records of the Recorder of Alameda County, California on August 11, 1998, as Instrument No. 98278804.

RECITALS

A. Declarant was the prior owner of the Property and imposed upon the Property certain use restrictions (the "Use Restrictions") and other covenants prior to the conveyance of the Property to the predecessor of ESII. ESII is the current owner of the Property.

B. Following Declarant's conveyance of the Property, the Property has been developed and is currently operated by ESII for commercial uses, subject to and in accordance with the Use Restrictions.

C. Declarant and ESII have determined that the Use Restrictions currently set forth in the Declaration are unnecessarily restrictive, and Declarant and ESII desire to amend the Declaration to limit the extent of the Use Restrictions on the Property. Capitalized terms not defined herein have the meanings specified in the Declaration.

NOW, THEREFORE, in consideration of the foregoing, Declarant and ESII hereby amend the Declaration in accordance with the provisions set forth below. The Declaration as amended by this Amendment shall continue in effect and shall continue to establish restrictions upon and subject to which the Property shall be disposed, improved, held, leased, sold and/or conveyed; and such restrictions established by the Declaration as amended by this Amendment shall continue to run with the land and shall inure to and pass with the Property and shall apply to and bind the respective Successors as to any and all portions of the Property.

1. Amendment to Declaration. Paragraph 2 of the Declaration is hereby deleted in its entirety and the following is inserted in replacement thereof:

"2. Use Restrictions. The Property may be developed for office, retail and other commercial uses. The Property shall not be used for the following purposes: single-family or multi-unit residential structures, or similar part-time or full-time residential uses; infant or children's day care services; or elementary or secondary school classrooms. Use of the Property for restaurant, cafeteria, café, coffee shop, or similar on-site food preparation and consumption operations shall be permitted on the Property. Other commercial uses that do not involve part-time or full-time residential use shall also be permitted on the Property."

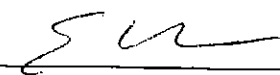
2. Other Provisions.

(a) As amended hereby, the Declaration remains in full force and effect.

(b) This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one Amendment.

IN WITNESS WHEREOF, Declarant and ESII have entered into and executed this Amendment pursuant to Section 7 of the Declaration.

DECLARANT: CBS CORPORATION,
a Delaware corporation

By 
Name Eric J. Sobczak
Its Senior Vice President and
Associate General Counsel

ESII: EMERY STATION OFFICE II, LLC,
a California limited liability company

By: Emery Station Associates II, LLC,
a California limited liability company
Its: Managing Member

By: Wareham - NZL, LLC,
a California limited liability company
Its: Managing Member

By 
Richard K. Robbins, Manager

Exhibit A

PROPERTY DESCRIPTION

All that certain real property, located in the City of Emeryville, County of Alameda, State of California, described as follows:

Parcel 4 shown on Parcel Map 7258 recorded on August 7, 1998, at Book 236 of Maps, Pages 42 & 43, Series No. 98-273580, in the Official Records of the Recorder of Alameda County, California.

STATE OF CALIFORNIA)
) ss.
COUNTY OF MARIN)

On March 12, 2014, before me, Angela L. Alten, a Notary Public, personally appeared Richard K. Robbins, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Angela L. Alten
Signature

(Seal)



Commonwealth
STATE OF Pennsylvania)
COUNTY OF Allegheny) ss.

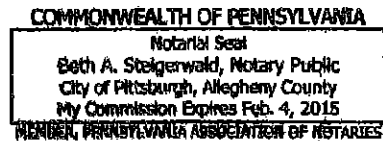
On March 5, 2014, before me, Beth A. Steigerwald, a Notary Public, personally appeared Eric J. Sobczak, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of PA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Beth A. Steigerwald
Signature

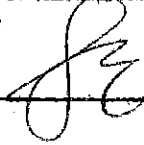
(Seal)



CERTIFIED TO BE A TRUE COPY OF DOCUMENT
RECORDED 03-18-14
AT SERIES NUMBER 2014-69979
OFFICIAL RECORDS OF ALAMEDA COUNTY FOR
Chicago Title Company

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Emery Station Joint Venture, LLC
1120 Nye Street, Suite 400
San Rafael, California 94901

BY: 

**AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Amendment") is made as of the 24th day of March, 2014, by CBS Corporation, a Delaware corporation (the "Declarant"), and Emery Station Joint Venture, LLC, a California limited liability company ("ESJV"). This Amendment amends that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") dated August 11, 1998, made by Declarant and burdening certain real property located in the City of Emeryville, County of Alameda, State of California, as more particularly described in Exhibit A attached hereto (the "Property"), which Declaration was recorded in the Official Records of the Recorder of Alameda County, California on August 11, 1998, as Instrument No. 98278805.

RECITALS

A. Declarant was the prior owner of the Property and imposed upon the Property certain use restrictions (the "Use Restrictions") and other covenants prior to the conveyance of the Property to the predecessor of ESJV. ESJV is the current owner of the Property.

B. Following Declarant's conveyance of the Property, the Property has been developed and is currently operated by ESJV for commercial uses, subject to and in accordance with the Use Restrictions.

C. Declarant and ESJV have determined that the Use Restrictions currently set forth in the Declaration are unnecessarily restrictive, and Declarant and ESJV desire to amend the Declaration to limit the extent of the Use Restrictions on the Property. Capitalized terms not defined herein have the meanings specified in the Declaration.

NOW, THEREFORE, in consideration of the foregoing, Declarant and ESJV hereby amend the Declaration in accordance with the provisions set forth below. The Declaration as amended by this Amendment shall continue in effect and shall continue to establish restrictions upon and subject to which the Property shall be disposed, improved, held, leased, sold and/or conveyed; and such restrictions established by the Declaration as amended by this Amendment shall continue to run with the land and shall inure to and pass with the Property and shall apply to and bind the respective Successors as to any and all portions of the Property.

1. Amendment to Declaration. Paragraph 2 of the Declaration is hereby deleted in its entirety and the following is inserted in replacement thereof:

"2. Use Restrictions. The Property may be developed for office, retail and other commercial uses. The Property shall not be used for the following purposes: single-family or multi-unit residential structures, or similar part-time or full-time residential uses; infant or children's day care services; or elementary or secondary school classrooms. Use of the Property for restaurant, cafeteria, café, coffee shop, or similar on-site food preparation and consumption operations shall be permitted on the Property. Other commercial uses that do not involve part-time or full-time residential use shall also be permitted on the Property."

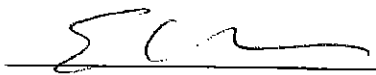
2. Other Provisions.

(a) As amended hereby, the Declaration remains in full force and effect.

(b) This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one Amendment.

IN WITNESS WHEREOF, Declarant and ESJV have entered into and executed this Amendment pursuant to Section 7 of the Declaration.

DECLARANT: CBS CORPORATION,
a Delaware corporation

By 
Name Eric J. Sobczak
Its Senior Vice President and
Associate General Counsel

ESJV: EMERY STATION JOINT VENTURE, LLC,
a California limited liability company

By: Emery Station Associates, LLC,
a California limited liability company
Its: Managing Member

By: Wareham - NZL, LLC,
a California limited liability company
Its: Managing Member

By 
Richard W. Robbins, Manager

Exhibit A

PROPERTY DESCRIPTION

All that certain real property, located in the City of Emeryville, County of Alameda, State of California, described as follows:

Parcel 1 shown on Parcel Map 7258 recorded on August 7, 1998, at Book 236 of Maps, Pages 42 & 43, Series No. 98-273580, in the Official Records of the Recorder of Alameda County, California.

STATE OF CALIFORNIA)
) ss.
COUNTY OF MARIN)

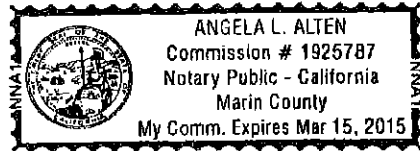
On March 12, 2014, before me, Angela L. Alten, a Notary Public, personally appeared Richard K. Robbins, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Angela L. Alten
Signature

(Seal)



Commonwealth

STATE OF Pennsylvania)
) ss.
COUNTY OF Allegheny)

On March 5, 2014, before me, Beth A. Steigerwald, a Notary Public, personally appeared Eric J. Sobczak, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth State of PA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Beth A. Steigerwald
Signature

(Seal)

