

EXHIBIT A

The land referred to is situated in the County of San Mateo, City of Menlo Park, State of California, and is described as follows:

Lot 1 and the Northeasterly one-half of Lot 2, front and rear measurements in Block 3 as shown on the Map of the Fenton Property Menlo Park, filed November 14, 1925 in Book 13 of Maps at Page 8, San Mateo County Records.

EXCEPTING THEREFROM the Northwesterly 2.5 feet of said property.

APN: 071-274-080-2



OLD REPUBLIC
TITLE COMPANY

361 Lytton Avenue, Suite 100
Palo Alto, CA 94301
(650) 321-0510 Fax: (650) 321-2973

PRELIMINARY REPORT

Issued for the sole use of:

TRIUMPH PROPERTY SERVICES
3101 MIDDLEFIELD RD. # 3
PALO ALTO, CA 94306

Attention: KATRINA EDWARDS

Our Order Number 0626012361-JG

When Replying Please Contact:

Jacqueline Griffin
(650) 321-0510

Property Address:

836 Live Oak Avenue, Menlo Park, CA 94025

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit A attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of March 30, 2009, at 7:30 AM

OLD REPUBLIC TITLE COMPANY
For Exceptions Shown or Referred to, See Attached

The form of policy of title insurance contemplated by this report is:

Homeowner's Policy of Title Insurance - 2008; and ALTA Loan Policy - 2006. A specific request should be made if another form or additional coverage is desired.

The estate or interest in the land hereinafter described or referred or covered by this Report is:

Fee

Title to said estate or interest at the date hereof is vested in:

Carol Ann Johnston, an unmarried woman, as Trustee of The Carol Ann Johnston Trust 1985 dated July 24, 1985 at to an undivided 50% interest and Carol Ann Johnston, sole trustee of The Carol Ann Johnson Irrevocable Trust, established for the benefit of Carol Ann Johnston under the Johnston Family Trust 1985 as amended April 6, 2007, as to an undivided 50% interest

The land referred to in this Report is situated in the County of San Mateo, City of Menlo Park, State of California, and is described as follows:

Lot 1 and the Northeasterly one-half of Lot 2, front and rear measurements in Block 3 as shown on the Map of the Fenton Property Menlo Park, filed November 14, 1925 in Book 13 of Maps at Page 8, San Mateo County Records.

EXCEPTING THEREFROM the Northwesterly 2.5 feet of said property.

APN: 071-274-080-2

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2009 - 2010, a lien, but not yet due or payable.
2. Taxes and assessments, general and special, for the fiscal year 2008 - 2009, as follows:

Assessor's Parcel No	:	071-274-080-2	
Code No.	:	08-001	
1st Installment	:	\$1,138.25	Marked Paid
2nd Installment	:	\$1,138.25	Marked Paid
Land Value	:	\$35,449.00	
Imp. Value	:	\$83,146.00	
Exemption	:	\$7,000.00	Homeowner's

3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.
4. Covenants, Conditions and Restrictions, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument.

Entitled : Covenants, Conditions and Restrictions
Executed by : William J. Fenton and Lolita Day Fenton, his wife
Recorded : [November 16, 1926 in Book 266 of Official Records, Page 481](#)

NOTE: "If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

5. Terms and conditions contained in the Carol Ann Johnston Trust 1985 dated July 24, 1985 as disclosed by Trust Transfer Deed

Recorded : September 21, 2000 in Official Records under Recorder's Serial Number 2000-117597

NOTE: The requirement that:
A Certification of Trust be furnished in accordance with Probate Code Section 18100.5
The Company reserves the right to make additional exceptions and/or requirements.

6. Terms and conditions contained in the Carol Ann Johnson Irrevocable Trust as disclosed by Trust Transfer Deed

Recorded : February 6, 2008 in Official Records under Recorder's Serial Number 2008-012354

NOTE: The requirement that:
A Certification of Trust be furnished in accordance with Probate Code Section 18100.5
The Company reserves the right to make additional exceptions and/or requirements.

7. Rights and claims of parties in possession.
8. The Homeowner's Policy applies only if each insured named in Schedule A is a Natural Person (as Natural Person is defined in said policy). If each insured to be named in Schedule A is not such a Natural Person, contact the Title Department immediately.

----- Informational Notes -----

- A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.2 and 2.3.
- B. The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy:

NONE

NOTE: Our investigation has been completed and there is located on said land a single family residence known as 836 Live Oak Avenue, Menlo Park, CA 94025.

The ALTA loan policy, when issued, will contain the CLTA 100 Endorsement and 116 series Endorsement.

Unless shown elsewhere in the body of this report, there appear of record no transfers or agreements to transfer the land described herein within the last three years prior to the date hereof, except as follows:

Affidavit - Death of Trustee executed by Howard V. Johnston, deceased to Carol Ann Johnston, is to act as sole successor Trustee recorded December 31, 2007 in Official Records under Recorder's Serial Number 2007-182101.

Trust Transfer Deed executed by Carol Ann Johnston, as sole successor Trustee of The Johnston Family Trust 1985 to Carol Ann Johnston, as sole Trustee of the Carol Ann Johnston Irrevocable Trust, established for the benefit of Carol Ann Johnston upon the death of Howard V. Johnston under The Johnston Family Trust 1985, as such Trust was amended on April 6, 2007 recorded [February 6, 2008 in Official Records under Recorder's Serial Number 2008-012354](#).

O.N.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01/01/08)
 ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE
 EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount on Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 18:	1.00% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00

AMERICAN LAND TITLE ASSOCIATION
LOAN POLICY OF TITLE INSURANCE - 2006
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

EXCEPTIONS FROM COVERAGE – SCHEDULE B, PART 1, SECTION ONE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

Old Republic Title Company

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic Title Company

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from [our affiliates or] others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

IN WITNESS WHEREOF, on this 6th day of February, 1926, the party of the first part, acting herein as trustee of the trusts declared in and created by the aforesaid mortgages, has hereunto caused its corporate name to be subscribed and its corporate seal to be affixed by its proper officers thereunto duly authorized by resolution duly adopted by its Board of Directors.

WELLS FARGO BANK & UNION TRUST CO.

(CORP. SEAL) By F. J. Brickwedel Its Vice President

and by Charles du Parc Its Secretary, as trustee of the trusts created by and declared in the mortgages described in the above and foregoing release and reconveyance.

Approved as to form:

T.H. Susman, THE Attorney

STATE OF CALIFORNIA CITY AND COUNTY OF SAN FRANCISCO (SS.)

On this 6th day of February in the year One Thousand Nine Hundred and Twenty-six before me, D.B. RICHARDS, a Notary Public in and for said City and County and State residing therein, duly commissioned and sworn, personally appeared F. J. BRICKWEDEL, known to me to be the Vice-President and CHARLES DU PARC known to me to be the Assistant Secretary of WELLS FARGO BANK & UNION TRUST CO., Trustee the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same as such trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(SEAL) D.B. Richards Notary Public in and for said City and County of San Francisco, State of California.

RECORDED at request of CALIFORNIA PACIFIC TITLE INSURANCE COMPANY NOV 16 1926 at 50 min. past 10 o'clock A.M., San Mateo County Records. T.C. Rice, Recorder. By Edna Y. Clayton, Deputy Recorder. 72858A-BH Compared by M ✓

WILLIAM J. FENTON, et al to H. HEYDENABER, et al DEED

and WILLIAM J. FENTON A LOLITA DAY FENTON, his wife the first parties, hereby GRANT to H. HEYDENABER and BEBEANA HEYDENABER of Menlo Park, San Mateo County, California, the second parties, all that real property situated in the Town of Menlo Park County of Alameda, State of California, described as follows:

Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9. Block Number three (3) and all of lots Number 4, 5, 6, 7, 8, 9. Block Number two (2) as so delineated and described upon that certain map entitled "Fenton Property" Menlo Park, San Mateo County, California, filed November 14th 1925, and Recorded in Volume 13 of Deeds at Page 5, San Mateo County Records. Subject to the following restrictions, i.e;

No house or other building shall be erected on any lot mentioned herein, costing less than \$2500.00 twenty five hundred dollars to build, excepting garages in the rear of the lots;

No lot can ever be re-sold to a Negro, Hindu, or any other Asiatic of objectionable character;

IN WITNESS WHEREOF, the said first parties have executed this conveyance this Third day of November, 1926

William J. Fenton Lolita Day Fenton

STATE OF CALIFORNIA, COUNTY OF ALAMEDA. (SS.)

On this 4th day of November in the year, A.D. nineteen hundred and twenty-six, before me, JOHN M. CURRIE a Notary Public in and for said County of Alameda, State of California, duly commissioned and sworn, personally appeared WILLIAM J. FENTON and LOLITA D. FENTON known

to me to be the persons described in and who executed and whose names are subscribed to the within instrument and they acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the said County of Alameda, the day and year in this certificate first above written.

(SEAL) John M. Currie
Notary Public in and for the County of Alameda, State of California.

RECORDED at request of GEO. H. RICE ABSTRACT CO. NOV 16 1926 at 9 o'clock A.M., San Mateo County Records. T.C. Rice, Recorder. 72535A-BH Compared by *MC* Copyist's Note: Black ink caret in above, same as in original instrument.

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ALBERTA M. ANDERSON
to
McEWEN BROS., a corporation

DEED

THIS INDENTURE, made this first day of September A.D. 1926. Between ALBERTA M. ANDERSON (single woman), of the City and County of San Francisco, State of California the party of the first part, and McEWEN BROS., a corporation, duly organized and existing under and by virtue of the laws of the State of California the party of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten (10) Dollars, Gold Coin of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and successors in interest to its ~~heirs and assigns~~ forever, all that certain lot, piece or parcel of land situate, lying and being in the County of San Mateo State of California and bounded and particularly described as follows, to wit:

Lot Forty-seven (47), in Block Sixteen (16), \$75 Homestead

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversions and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to its ~~heirs and assigns~~ forever

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal, the day and year first above written.

Alberta M. Anderson (Seal)

Signed, Sealed and Delivered in the Presence of _____

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO (SS.)

On this 15th day of November in the year one thousand nine hundred and twenty-six, before me, W.H. PYBURN, a Notary Public, in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared ALBERTA M. ANDERSON, a single woman, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the City and County of San Francisco, State of California, the day and year in this certificate first above written.

(SEAL) W.H. Pyburn
Notary Public in and for the City and County of San Francisco, State of California

RECORDED at request of McEWEN BROS. NOV 16 1926 at 20 min. past 10 o'clock A.M., San Mateo County Records. T.C. Rice, Recorder. By Edna Y. Clayton, Deputy Recorder. 72544A-BH Compared Copyist's Note: -- rulings in above, same as in original instrument. by *MC*

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