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1 would be divided into two (2) transactions. The La Tuna Canyon
2 property, which Mansdorf represented to me to be 950 acres and later
3 turned out to be only 850 acres, was divided also into two trans-
4 actions. One transaction involved the sale of approximately four
5 (4) lots of the 850 total acres, and the second transaction involved
6 the sale of the remaining lots.

7 6. The total agreed purchase price of the La Tuna property
8 was \$6,250,000 which included \$3,250,000 to be paid in cash and the
9 remaining \$3,000,000 to be paid by an unsecured Promissory Note.
10 Originally, the \$3,250,000 cash was to be transferred to Mansdorf
11 prior to the close of escrow, but Mansdorf and I later agreed to
12 close escrow and to provide me with a sixty (60) day period in which
13 to raise the cash down payment.

14 7. The escrows for the purchase and sale of La Tuna was
15 handle through Stewart Title and the four (4) lot transaction
16 closed and the transfer of the remaining lots was then subsequently
17 handled through San Diego Escrow in late December of 1980.

18 8. Escrow for the Malibu properties was handled through Oak
19 Escrow in Glendale early in January, 1981. Oak Escrow was an escrow
20 company which was chosen by Mansdorf as he has handled various real
21 estate transactions for himself and the Mansdorf Trust through this
22 company. Escrow closed with my deposit of approximately \$101,000.00
23 plus the assignment of a \$250,000.00 interest in a \$1,100,000.00
24 All-Inclusive Promissory Note secured by an All-Inclusive Deed of
25 Trust for real estate located in San Diego County, California in
26 which I am the named beneficiary. This All- clusive Promissory
27 Note provides monthly payments in which Mansdorf has received his
28 proportional interest of approximately \$200.00 since close of escrow

1 and Mansdorf presently receives such monthly payments. True and
2 correct copies of the escrow and closing statements are attached
3 hereto collectively marked Exhibit "A" and made a part hereof by
4 this reference.

5 9. The Malibu escrow originated pursuant to two offers to
6 purchase the one-half interest in the Malibu property. The first
7 offer, unaccepted by Mansdorf is attached hereto marked Exhibit
8 "B" and made a part hereof by this reference. The second offer,
9 which was accepted and signed by Mansdorf is attached hereto marked
10 Exhibit "C" and made a part hereof by this reference.

11 10. As set forth in the escrow closing statement, the monies
12 paid and the considerations given by me to Mansdorf went to pay for
13 outstanding taxes due and other encumbrances of record.

14 11. Of the four lots of La Tuna property that were sold to
15 me, they included Parcels 5, 6, 19 and 20B, with that escrow closing
16 on or about January 12, 1981 with my payment in the sum of \$50,000
17 cash. The remaining portion of La Tuna property sale had to be
18 financed, and Mansdorf objected to a sale in my name only and
19 through the use of a standard Grant Deed with a Deed of Trust being
20 carried back due to the fact that Mansdorf did not want his property
21 taxes under Proposition 13 to be raised in the event of a foreclos-
22 ure and default. Furthermore, Mansdorf did not want to have my name
23 associated with the La Tuna transaction in light of the fact that
24 my name had already been associated with the Malibu property. Due
25 to the fact that the Malibu and La Tuna transactions were intimately
26 related, Mansdorf feared that later condemnation proceedings, if the
27 governmental agencies became aware of the interrelationship, might
28 discount and invalidate the valuation placed on the Malibu trans-

1 action and claim that Malibu was worth considerably less than the
2 \$22,000,000 value that the Brukman-Mansdorf transaction gave it.
3 This value is evidenced by the \$11,000,000 value representing the
4 one-half interest transferred to me by Mansdorf.

5 12. During the course of our negotiations and agreements,
6 Mansdorf has stated to me that he had other properties "taken"
7 through eminent domain and was very concerned that the transaction
8 between Malibu and La Tuna remain separate and distinct in the event
9 eminent domain proceedings occurred in either of these transactions.
10 In order to accomplish the purpose and intent of the agreements
11 between Mansdorf and me, Mansdorf and I implemented the purchase of
12 the property through an entity which I incorporated on May 18, 1979
13 identified as Del Rio Development, Inc. ("Del Rio") which was
14 essentially a shell corporation until 1981. To satisfy Mansdorf's
15 wishes, La Tuna Canyon was transferred to Del Rio and the stock of
16 Del Rio (100,000 shares) was transferred to Mansdorf to secure his
17 purchase money financing. In order to enhance the value of the
18 assets of Del Rio, I also caused to be transferred into Del Rio the
19 four (4) lots which I had purchased from Mansdorf.

20 13. Inasmuch as I was now the new owner of La Tuna properties
21 through the Del Rio Corp., I remained the sole director and officer
22 of the corporation and as such, had complete control of La Tuna.
23 In addition, the escrow instructions of the transfer of La Tuna
24 properties to Del Rio specifically provided that "the current cor-
25 poration officers are to remain in control."

26 14. The portion of La Tuna properties that had been purchased
27 earlier for \$50,000.00 as stated above was similarly transferred
28 to Del Rio via a straw person transaction through the real estate

1 broker, Susan Tompkins, the agent handling the transaction for us.
2 The purpose of this was to again avoid associating my name in the
3 La Tuna transaction. This property was transferred to Del Rio to
4 enhance the apparent value of the corporate property to facilitate
5 my ability to generate the necessary cash to pay for the purchase
6 price through the obtaining of various loans. In exchange for this,
7 Mansdorf agreed to transfer 800 shares of Del Rio stock to me.
8 Despite my repeated requests, the stock to date has never been
9 transferred.

10 15. At all times during our negotiations and agreements,
11 Mansdorf was told and made fully aware that the assets of the cor-
12 poration (Del Rio) would be used to raise cash for the purchase
13 price through obtaining various loans. Mansdorf was never told that
14 all of the proceeds so generated would go directly to him and there
15 was n r any suggestion to Mansdorf that he would have any control
16 over L.. Rio.

17 16. In order to facilitate the various transactions and to
18 effect the purpose and intent of the purchases and sale between
19 Mansdorf and me, a joint venture agreement was entered into between
20 Mansdorf and me in order to enhance and substantiate the value of
21 the La Tuna Canyon properties. A copy of the joint venture agree-
22 ment is attached hereto marked Exhibit " " and made a part hereof
23 by this reference.

24 17. Upon the closing of all transactions with Mansdorf in
25 early January, 1981, I immediately began negotiating with hundreds
26 of entities for the purpose of using the ac ired property (assets
27 of Del Rio) to generate the cash which I agreed to pay Mansdorf.
28 Various firms and individuals verbally assured me and gave oral

1 commitments that they had transactions that would close in a matter
2 of weeks and would generate more than sufficient cash to pay the
3 \$3,250,000.00 that Mansdorf required. Based upon these numerous
4 assurances and representations, I caused to be encumbered the La
5 Tuna property, as an officer of Del Rio, which in turn generated
6 cash loan proceeds in a sum in excess of \$2,000,000. Mansdorf had
7 repeatedly stated and emphasized to me the facts that he desired
8 to receive cash on a very short term basis. Up to the time that
9 I entered into negotiations and agreements with Mansdorf, Mansdorf
10 had been unable to dispose of any of his property and was otherwise
11 unable to obtain adequate financing for Mansdorf's personal needs.

12 18. From my efforts, \$600,000 cash was given to Mansdorf
13 from the loan proceeds. Subsequent to Mansdorf receiving almost
14 \$950,000 of consideration, he caused to have me removed as the sole
15 director and officer of Del Rio, refused to deliver to me the 800
16 share f stock as agreed and promised and stated to me that our
17 business dealings had been terminated and that he wanted all loans
18 which had been placed on the La Tuna Canyon property removed; how-
19 ever, Mansdorf deprived me from this point on from having the ability
20 to deal or otherwise maneuver with the properties and effectively
21 tied my hands in order to meet Mansdorf's new demands.

22 19. Subsequent to my closing of the escrow to acquire a one-
23 half interest in the Malibu property as evidenced in Exhibit "A"
24 attached hereto and made a part hereof by this reference which
25 indicates a Grant Deed transferring the one-half interest and title
26 from Mansdorf to me, Mansdorf demanded that I sign additional docu-
27 ments purporting to cancel an escrow which had already closed. I
28 signed such document under the mistaken belief that this was merely

1 a profunatory procedure in order to appease Mansdorf's apparent
2 eccentricities. At no time did I believe that by signing such
3 documents I was in fact cancelling a closed escrow or was otherwise
4 divesting myself of any rights, interests or benefits which I
5 received pursuant to the closing of the escrow and through the pay-
6 ing of valuable consideration to Mansdorf.

7 20. Mansdorf, to date, acknowledges receipt of valuable con-
8 sideration and continues to receive the benefits of the considera-
9 tions I have given to him in connection with the purchase of the
10 one-half interest of the Malibu property.

11 21. In or about the month of April, 1981, Mansdorf demanded
12 that I enter into a new escrow to acquire a one-half interest in
13 the Malibu property. This procedure seemed totally illogical to
14 me, however, Mansdorf had become totally unreasonable and totally
15 capricious in his actions. Mansdorf stated to me that if these
16 documents were not signed, he would financially ruin me and further,
17 in fact, made threats against my life. Mansdorf further stated
18 that he required the new escrow instructions to be prepared so as
19 to satisfy his own needs in the handling of the transaction
20 on Malibu.

21 22. I went along with Mansdorf's second escrow, again merely
22 to satisfy his needs. I was not very pleased with being threatened
23 and did not understand his capricious attitude and illogical decision
24 making.

25 23. In connection with the opening of this second escrow,
26 Mansdorf in May of 1981, demanded that I sign another document
27 indicating that if this second escrow was not "consummated" that all
28 considerations which had been given to Mansdorf by me would be given

1 to Del Rio Corporation. The requirement made by Mansdorf for me to
2 sign this document, a copy of which is attached to Mansdorf's moving
3 papers, merely evidences to me that the cancellation instructions
4 of the first escrow dated on or about April 20, 1981, was in
5 actuality of no force or effect and that understanding was acknow-
6 ledged by Mansdorf. Why else would Mansdorf require me to sign such
7 additional documentation cancelling closed escrows and releasing of
8 considerations, if in fact Mansdorf's understanding was otherwise?
9 Clearly, it was not.

10 24. The considerations were being transferred into the
11 corporate entity which I operated, managed and controlled and in
12 which I had an equitable interest. I, therefore, was not in
13 jeopardy and my interests in my opinion were adequately protected.
14 In addition, I trusted Mansdorf and did not believe that he would
15 proceed with any action which would diminish or impair any of my
16 rights or duties. Of course, this was not the case, as he ultimate-
17 ly had me removed as an officer and director of Del Rio and further,
18 has totally refused to deliver to me the 800 shares of stock to
19 which I am immediately entitled.

20 25. Mansdorf continually wanted to change the terms of my
21 acquisition of the fifty percent (50%) interest in Malibu, and I was
22 quite agreeable and flexible to modify in such terms as I thought
23 it was in the best interest for Mansdorf and me. At no time, how-
24 ever, did I ever believe or agree to divest any interest which I
25 acquired in Malibu or any other real properties which were purchased
26 from Mansdorf or to otherwise release any consideration which I gave
27 to Mansdorf in connection with the purchase of the Malibu property.
28 ///

1 BRUKMAN'S INTEREST TO TITLE AND POSSESSION OF THE REAL PROPERTY

2
3 26. I believe that I have an interest of fifty percent (50%)
4 in the Malibu properties as set forth in the escrow instructions
5 and Mansdorf's retention of the considerations given to him. Mans-
6 dorf has received and benefitted from the fruits of my efforts and
7 labor, however, Mansdorf is depriving me of the interests I have
8 acquired and otherwise is interfering with my ability to perform
9 further under the terms of our agreement.

10 27. Mansdorf is purportedly attempting to sell the property
11 contrary to my rights and proprietary, beneficial and equitable
12 interest in the Malibu property. In addition, Mansdorf has stated
13 to me that he is going to hold me responsible for all losses which
14 have been incurred and is vigorously pursuing a lawsuit which I
15 believe lacks merit. Mansdorf is attempting to financially ruin me
16 by slandering and disparaging my name in the business community
17 and the community at large along with forcing unnecessary litigation
18 upon me. Mansdorf further has continually threatened my life and
19 has recently, as of one month ago, in the halls of this very Court,
20 told me that he intends to kill me.

21 28. By Mansdorf's own admission, through the preparation of
22 various documentation, he does not believe in any of the alleged
23 cancellation instructions. An escrow was opened, monies were paid,
24 escrow closed and title passed to me. I wish to continue and per-
25 fect my interests in the Malibu properties as set forth herein.

26 29. As set forth in my Answer, First Amended Answer, Cross-
27 Complaint and First Amended Cross-Complaint, I believe I have
28 adequately set forth the rights, title and interest in the Malibu

1 Court order Mansdorf to return all considerations which he has
2 received from me in connection with the purchase of the half-
3 interest in Malibu along with being required to post a cash under-
4 taking from a corporate surety bond in a sum and amount sufficient
5 to protect my rights.

6 I declare under penalty of perjury that the foregoing is true
7 and correct and within my personal knowledge except as to those
8 matters stated under information and belief or opinion, and as to
9 those matters, I believe the same to be true and correct; and if
10 called upon as a witness, would and could competently testify there-
11 to.

12 This Declaration is executed on this 18th day of May, 1982, at
13 Beverly Hills, California.

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LEON BRUCKMAN

CANCELLATION INSTRUCTIONS

OAK ESCROW, INC.
932 North Brand Blvd.
Glendale, California 91202

Re: 15636

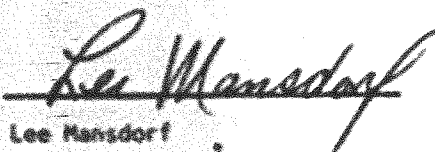
Gentlemen:

You are hereby authorized and directed to cancel the above
referred to escrow upon execution of these instructions by
all parties concerned.

Each party hereto is relieved of any liability to the other
by reason of said escrow, and you as escrow holder are relieved
of any further responsibility and/or liability for the failure
of the escrow to close.

Upon such cancellation, you are authorized and directed to
return all documents to the respective parties who deposited
same with you and to disburse funds as follows:

All funds deposited by Buyer to be released to
the account of the Seller, Lee Mansdorf.
Hold all documents, pending instructions from Mansdorf
to release same.


Lee Mansdorf

 4/24/01
Leon Brukner

Oak Escrow Inc.
Lee Mansdorf

933 NORTH BRAND BOULEVARD
GLENDALE / CALIFORNIA 91202
248-1108

Received from OAK ESCROW, INC. April 20, 1961

1. Original Assignment of Commission executed by Norman R. Cohen to Susan Tompkins.
2. ~~Remission Agreement~~ Original Remissory Note executed by Lee Mansdorf in favor of Susan Tompkins dated January 13, 1961 in the amount of \$550,000.00.

Susan Tompkins
Tompkins Corp.
1200 3rd Ave
Suite 1200
San Diego
Cal 92101

Oak Escrow INC.

Connie Byford

933 NORTH GRAND BOULEVARD
GLENDALE / CALIFORNIA 91203
943-1108

January 23, 1981

Escrow No. 15636

American Land Development Company
3549 Camino del Rio South
Suite D
San Diego, California 92108

Dear Mr. Brukman:

In connection with the above referred to escrow, we enclose herewith
1. corrected and executed grant deed for the Deer Creek property.

Please return the other grant deed dated January 5, 1981 and executed
by Lee Mansdorf and released to David Tompkins.

An envelope is provided for your convenience.

Very truly yours,

OAK ESCROW, INC.

Jill del Campo
Escrow Officer

Certified Mail—Return Receipt Request.

RECEIPT FOR CERTIFIED MAIL—CD (plus postage)

NAME OF ADDRESSEE <i>American Land Dev.</i>		POSTAGE ON DATE
STREET AND NO. <i>3549 Camino del Rio So. Ste. D</i>		
P.O., STATE AND ZIP CODE <i>San Diego Co 92108</i>		
OPTIONAL SERVICES FOR ADDITIONAL FEES		
RETURN RECEIPT SERVICE	1. Shows to whom and date delivered with delivery to addressee only	15c
	2. Shows to whom, date and where delivered with delivery to addressee only	25c
DELIVER TO ADDRESSEE ONLY		50c
SPECIAL DELIVERY (extra fee required)		

01/29/81

American Land Development Company

January 15, 1981

Ms. Jill De Campo
Oak Escrow
932 North Brand
Glendale, CA

Dear Ms. De Campo,

Enclosed is a check for \$101,500.00.

Please release the grant deed to David Tompkins who is delivering this letter.

Sincerely,


Loren Brubaker

Lee Mansdorf, Trustee
811 N. Alta
Beverly Hills, California

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Assignment of Deed of Trust

TO 1978 CA 11-78

THIS FORM FURNISHED BY TICON TITLE INSURERS

A P N

For Value Received, the undersigned hereby grants, assigns and transfer to LEE MANSDORF, Trustee for the Mansdorf Family Trust a \$250,000.00 interest in and to abundant interest under that certain Deed of Trust dated September 6, 1978 executed by Gary J. Emblem, Trustee Under the Declaration of Trust dated Oct. 12, 197

to Leon Brukman and Alma Joy Brukman Trustee.
and recorded as Instrument No. 78-388775 on September 12, 1978 in Book/Reel Page/Image of Official Records in the County Recorder's office of San Diego County, California, describing land therein as:

Parcel D of Parcel Map No. 210, in the City of Vista, in the County of San Diego State of California. filed in the office of the County Recorder of San Diego County being a division a portion of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter excepting the Westerly 364.65 feet of Section 17, Township 11 South, Range 3 West, San Bernardino Meridian.

Together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.
Dated January 13, 1981

Leon Brukman

Alma Joy Brukman

FOR CORPORATE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF

On

Before me, the undersigned, a Notary Public in and for said State, personally appeared

AMENDMENT TO INSTRUCTIONS

ESCROW INC.

Escrow No. 15636

Date January 13, 1981

Mansdorf Trust as Trustee Bruckman

Unimproved property--ventura county, Calif.

Previous instructions given you and contained in your above indicated escrow are hereby amended in the following particulars only:

The undersigned certifies that she is the only Broker entitled to receive commission on the sale to Leon Bruckman with respect to the property owned by the Mansdorf Family Trust consisting of approximately 865 acres located near Malibu in Ventura County, and commonly known as: Deer Creek Canyon.

The total commission due the undersigned from the Seller is FIVE HUNDRED FIFTY THOUSAND AND NO/100 - - - \$550,000.00, payable as follows: \$25,000.00 upon receipt from Buyer to Seller of the first three hundred thousand dollar payment due on the above sale. (Said \$300,000.00 payment includes \$100,000.00 through escrow and \$200,000.00 through a collection account.) 10% of all subsequent principal payments from Buyer to seller to be paid to Susan Tompkins, Broker until the total commission is paid or 10% of all subsequent principal payments until a total cash commission is paid to equal an amount of \$300,000.00 at which time the Seller will assign a certain "All Inclusive note and Deed of Trust covering property commonly known as: 1424 Bonair, Vista, California representing a 28 unit complex which seller has received an assignment of said All Inclusive Note and Trust Deed from Buyer.

Susan Tompkins, Broker agrees to hold the Buyer and Seller harmless from all claims from anyone claiming a commission or fee on the sale of the subject property to Leon Bruckman. This will include any and all claims by Norman R. Cohen, Broker, who has assigned all his rights, and interest in said commission on said escrow to Susan Tompkins by a separate document (a copy of which is attached hereto). Commission to be paid through collection account collecting the \$10,650,000.00 for the Mansdorf Family Trust. This agreement supercedes any and all previous agreements whether all or in writing between the Mansdorf Trust, or Lee Mansdorf or Lee Mansdorf as Trustee and Broker Susan Tompkins.

Each of the undersigned states that he has read the foregoing amended instructions and understands and agrees to them. The undersigned also acknowledges receipt of a copy of these amended instructions.

Susan Tompkins
Susan Tompkins

Lee Mansdorf
Lee Mansdorf

Lee Mansdorf, Trustee
Lee Mansdorf, Trustee

Mansdorf Family Trust
Mansdorf Family Trust

AMENDMENT TO INSTRUCTIONS

Escrow Inc.

Re: Escrow 15616

Date January 11, 1981

Mansdorf Trust, Bruckman

Unimproved property—ventura county, Calif.

Previous instructions given you and contained in your above indicated escrow are hereby amended in the following particulars only:

The undersigned certifies that she is the only Broker entitled to receive commission on the sale to Leon Bruckman with respect to the property owned by the Mansdorf Family Trust consisting of approximately 865 acres located near Matibu in Ventura County, and commonly known as: Deer Creek Canyon.

The total commission due the undersigned from the Seller is FIVE HUNDRED FIFTY THOUSAND AND NO/100- - - \$550,000.00, payable as follows: \$25,000.00 upon receipt from Buyer to Seller of the first three hundred thousand dollar payment due on the above sale. (Said \$300,000.00; rent includes \$100,000.00 through escrow and \$200,000.00 through a collection account. 10% of all subsequent principal payments from Buyer to seller to be paid to Susan Tompkins, Broker until the total commission is paid or 10% of all subsequent principal payments until a total cash commission is paid to equal an amount of \$300,000.00 at which time the Seller will assign a certain "All Inclusive note and Deed of Trust covering property commonly known as: 1424 Bonair, Vista, California representing a 28 unit complex which seller has received an assignment of said All Inclusive Note and Trust Deed from Buyer.

Susan Tompkins, Broker agrees to hold the Buyer and Seller harmless from all claims from anyone claiming a commission or fee on the sale of the subject property to Leon Bruckman. This will include any and all claims by Norman R. Cohen, Broker, who has assigned all his rights, and interest in said commission on said escrow to Susan Tompkins by a separate document (a copy of which is attached hereto). Commission to be paid through collection account collecting the \$10,650,000.00 for the Mansdorf Family Trust. This agreement supercedes any and all previous agreements whether all or in writing between the Mansdorf Trust, or Lee Mansdorf or Lee Mansdorf as Trustee and Broker Susan Tompkins.

Each of the undersigned states that he has read the foregoing amended instructions and understands and agrees to them. the undersigned also acknowledges receipt of a copy of these amended instructions.

Susan Tompkins

Lee Mansdorf

Lee Mansdorf, Trustee

Mansdorf Family Trust

AMENDMENT TO INSTRUCTIONS

Oak Escrow Inc.

By Escrow 15636

Date January 11, 1981

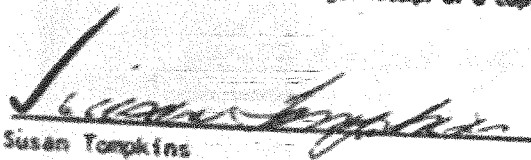
Mansdorf Trust vs. Brukman

Unimproved property**Ventura County, Calif

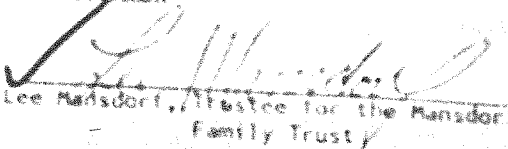
Previous instructions given you and contained in your above indicated escrow are hereby amended in the following particulars only:

- As between the Seller and Buyer it is understood and agreed that:
1. Escrow is hereby authorized not to record that certain Grant Deed executed by Lee Mansdorf as Trustee for the Mansdorf Family Trust dated January 5, 1981 covering exhibit "A" attached hereto and made a part hereof.
 2. Escrow is further authorized not to record that certain note and deed of trust executed by Leon Brukman in favor of the Mansdorf Family Trust, in the amount of \$10,650,000.00 dated January 1, 1981.
 3. It is further understood and agreed that no policy of title insurance will be furnished through this transaction and escrow is hereby relieved of any responsibility and/or liability in connection with the condition of title and Buyer and Seller accept that certain preliminary title report dated December 3, 1980 from Safeco Title Insurance Company, Order No. 68906JB, with the exemption that escrow is to use the legal
 4. Escrow's responsibility in connection with this transaction is for the purpose of payment of the delinquent taxes, payment of the 1st half 1980-81 taxes due on the subject property, payment to Millhouse as per the attached demand, and approved by parties herein, preliminary title costs and escrow costs, & preparation of documents.
 5. Buyer and Seller agree to sign acknowledgement for receipt of the original documents to be handed them respectively in accordance with the escrow instructions and addendums thereto.
 6. Buyer and Seller further understand and agree that the assignment of that certain All Inclusive Note and Trust Deed dated September 6, 1978, executed by Gary J. Endlem and Secured by that certain All Inclusive Trust Deed dated September 6, 1978 and recorded as instrument No. 78-388775 on September 12, 1978 and covering a 28 unit complex located as property commonly known as: 1424 Bonair Road, Vista, California shall be handled outside of escrow by Broker, Susan Tompkins and escrow and escrow agent and company is hereby relieved of any responsibility and/or liability in connection with same.

^{the} description handed you herewith and initialed by all parties.
Each of the undersigned states that he has read the foregoing amended instructions and understands and agrees to them.
The undersigned also acknowledges receipt of a copy of these amended instructions.


Susan Tompkins


Leon Brukman


Lee Mansdorf, Trustee for the Mansdorf Family Trust