

ESCROW INC

9454 Wilshire Blvd. #901, Beverly Hills, CA 90210
(310)273-7106 Fax: (310)276-49

SELLER FINAL SETTLEMENT STATEMENT

PROPERTY: 8670 Wilshire Blvd.
Beverly Hills, CA 90211

CLOSING DATE:
March 10, 2000
ESCROW NO.: 200269-ME

SELLER: 8670 Property Partners, LTD., A
California Limited Partnership

CONSIDERATION

Total Consideration
Paid Outside of Escrow
Existing 1st Trust Deed
Existing 2nd Trust Deed

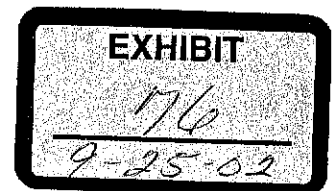
	<u>DEBITS</u>	<u>CREDITS</u>
	\$	\$
	6,000,000.00	17,000,000.00
	5,000,000.00	
	6,000,000.00	

NET PROCEEDS

TOTALS

17,000,000.00	17,000,000.00
---------------	---------------

SAVE THIS STATEMENT FOR INCOME TAX PURPOSES.



BUYER FINAL SETTLEMENT STATEMENT

PROPERTY: 8670 Wilshire Blvd.
Beverly Hills, CA 90211

CLOSING DATE:
March 10, 2000
ESCROW NO.: 200269-MB

BUYER: Archibald Management Inc

	<u>DEBITS</u>	<u>CREDITS</u>
CONSIDERATION		
Total Consideration	\$ 17,000,000.00	\$
Paid Outside of Escrow		6,000,000.00
Existing 1st Trust Deed		5,000,000.00
Existing 2nd Trust Deed		6,000,000.00
Transfer from 200270		8,447.00
ESCROW CHARGES TO MB ESCROW INC		
Escrow Fee	6,000.00	3,000.00
TITLE CHARGES TO UNITED TITLE COMPANY		
Owner's Title Insurance	5,400.00	
Recording Grant Deed	37.00	
Messenger Fee	10.00	
FUNDS REQUIRED		
TOTALS	17,011,447.00	17,011,447.00

SAVE THIS STATEMENT FOR INCOME TAX PURPOSES.

RECORDING REQUESTED BY:
MB ESCROW INC
AND WHEN RECORDED MAIL TO:

Archibald Management Inc.
1802 N. Carson Street #212-2018
Carson City, Nevada 89701

THIS SPACE FOR RECORDER'S USE ONLY:

ESCROW NO. 200269-MB

TITLE ORDER NO.

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX is \$ 0
[] computed on full value of property conveyed, or
[X] computed on full value less value of liens or encumbrances remaining at time of sale.
[] Unincorporated area [X] City of Beverly Hills, AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

8670 Property Partners LTD., A California Limited Partnership

hereby GRANT(s) to:

Archibald Management Inc., a Nevada Corporation

the real property in the County of Los Angeles, State of California, described as:
LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

ALSO KNOWN AS: 8670 Wilshire Blvd., Beverly Hills, CA 90211
A.P.# 4333-018-040

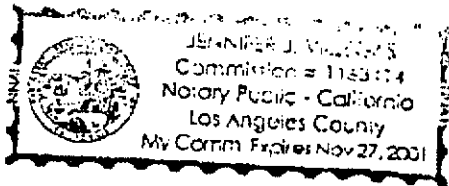
DATED March 9, 2000
STATE OF CALIFORNIA
COUNTY OF Los Angeles
on March 9th, 2000
before me, Jennifer J. Villagas
a Notary Public in and for said State, personally appeared
Sarit Shafir

8670 Property Partners LTD., A California Corporation

Sarit Shafir
BY General Partner, Sarit Shafir President

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 Jennifer J. Villagas



(This area for official notarial seal)

Mail tax statements to: Archibald Management Inc., 1802 N. Carson Street #212-2018, Carson City, Nevada 89701

RECORDING REQUESTED BY:
MB ESCROW INC
AND WHEN RECORDED MAIL TO:

Anke Investment Corporation
400 West King Street #101
Carson City, Nevada 89703

THIS SPACE FOR RECORDER'S USE ONLY:

ESCROW NO. 200259-MB

TITLE ORDER NO.

CORPORATION ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns, and transfers to

Anke Investment Corporation, a Nevada Corporation

all beneficial interest under that certain Deed of Trust dated February 9, 2000

executed by

Commonwealth Land Title, Trustor,

to Federal Transtel Inc., a Georgia Corporation, Trustee,

and recorded on February , 2000 of Official Records in the County Recorders Office of Los Angeles, California, describing land therein as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF
A.P.# 4333-018-040

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 March 9, 2000
STATE OF CALIFORNIA
COUNTY OF Los Angeles
On March 9th 2000
before me, Jennifer J. Villegas
a Notary Public in and for said State, personally appeared
Savit Shafir

Federal Transtel Inc., a Georgia Corporation

BY: Savit Shafir

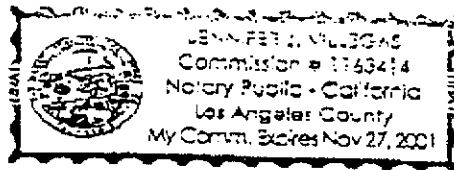
BY: _____

BY: _____

BY: _____

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 Jennifer J. Villegas



(This area for official notarial seal)

MB ESCROW INC

9454 Wilshire Blvd., Suite 1001, Beverly Hills, CA 90212
(310)273-7106 Fax: (310)275-4991

SALE ESCROW INSTRUCTIONS

ESCROW NO: 200269-MB

Mary Benson,
ESCROW OFFICER

RETAIN THIS COPY

DATE: March 8, 2000

Buyer has paid to seller outside of escrow, receipt of which is hereby acknowledged by seller 6,000,000.00
Buyer will assume existing first trust deed loan with an approximate unpaid balance of 6,000,000.00
Buyer will assume existing second trust deed loan with an approximate unpaid balance of 6,000,000.00

TOTAL CONSIDERATION \$6,000,000.00

We will deliver to you any instruments which this escrow requires shall be executed by me, all of which you are instructed to use provided that on or before March 10, 2000 you hold a policy of title insurance with the usual title company's exceptions, with a liability of \$5,000,000.00 covering property.

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

PROPERTY ADDRESS: 8870 Wilshire Blvd., Beverly Hills, CA 90211

SHOWING TITLE VESTED IN: ARCHIBALD MANAGEMENT INC, a Nevada Corporation

FREE FROM ENCUMBRANCES EXCEPT:

- (1) Second Half General and Special Taxes for the fiscal year 1999 and 2000, including bonds, special assessments and personal property taxes, if any, assessed against former owner, and/or supplemental taxes assessed pursuant to the provisions of Chapter 499, Statutes of 1993 of the State of California. (Change of ownership will affect the taxes to be paid. A Supplemental Tax Bill will be issued and BUYER accepts all responsibility for all additional taxes due because of said reassessment. TAX BILLS ISSUED AFTER THE CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYERS AND SELLERS.)
- (2) Covenants, conditions, restrictions, reservations, rights, rights of way, and easements, and any oil, gas, or mineral reservations now of record, if any.
- (3) First Trust Deed now of record with an approximate unpaid balance of \$5,000,000.00.
- (4) Second Trust Deed now of record with an approximate unpaid balance of \$6,000,000.00.

INSTRUCTIONS:

A. **FINANCING:** Buyer to take title subject to the existing first and second Trust Deeds of record with unpaid principal balances in the approximate amount of \$5,000,000.00 and \$6,000,000.00 respectively, in favor of lenders. Escrow Holder is instructed not to obtain a beneficiary statement and/or Statement of Condition from the lender of record. Escrow Holder shall use the figures for the unpaid balances provided by the parties. MB ESCROW INC as Escrow Holder is released of any and all liability in connection with Buyer taking title "Subject To" the existing loans with no notification to lenders. THE PARTIES HERETO INSTRUCT ESCROW HOLDER TO PROCESS THIS TRANSACTION WITHOUT BENEFIT OF BENEFICIARY STATEMENT(S) FROM THE LENDER(S) OF RECORD. BUYERS ARE AWARE THAT THE NOTE(S) MAY CONTAIN PROVISION(S) FOR ACCELERATION UNDER CERTAIN CIRCUMSTANCES. ESCROW HOLDER IS HEREBY HELD HARMLESS AND IS RELIEVED OF ANY AND ALL LIABILITY IN NOT SECURING SAME. Buyer to assume any existing impound balance at no cost to Buyer. Seller is aware he will not receive credit for same.

Seller herein agrees to keep existing loans current to the close of escrow.

B. **TITLE:** Buyer acknowledges receipt of the preliminary title report and all underlying documents on the subject property and herein approves same.

C. **ALLOCATION OF COSTS:** Escrow holder is authorized and instructed to debit Buyer for all costs incurred for the purchase of the subject property, including but not limited to title insurance, escrow fees, recording charges, etc. Escrow holder is instructed not to prorate property taxes at the close of escrow.

D. **CAL FIRPTA:** Buyer and Seller are hereby notified that in accordance with certain provisions of California Revenue and Taxation Code Sections 13805 and 26131, a buyer may be required to withhold an amount equal to 3 1/3 percent of the sales price, in the case of a disposition of California real property interest by either:

- 1. A seller who is an individual with a last known street address outside of California or when the disbursement instructions authorize the proceeds be sent to a financial intermediary of the seller, or

(CONTINUED)

Seller's Initials MB

Buyer's Initials MB

Date: March 8, 2000

Escrow No: 200269-MB

PAGE 2 of 5: Additional instructions made a part of previous pages as if fully incorporated therein.

2. A corporate seller which has no permanent place of business in California.

For failure to withhold, the buyer may become subject to a penalty in an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500.00).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

- 1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000.00), or
- 2. The seller executed a written certificate, under the penalty of perjury, certifying that the seller is a resident of California, or if a corporation, has a permanent place of business in California, or
- 3. The seller, who is an individual, executed a written certificate, under the penalty of perjury, that the California real property being conveyed is the seller's principal residence (as defined in Section 1034 of the Internal Revenue Code).

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes reference above include provisions which authorize the Franchise Tax Board to grant reduced withholding the waivers from withholding on a case-by-case basis.

The seller may request a waiver by contacting the Franchise Tax Board. Buyer and Seller understand that in no event will escrow holder undertake to advise Buyer and or their representative(s) on the possible application of the above code sections to this specific transaction. Buyer and/or Seller should check with their own tax or legal advisors for guidance on the specific application of this law. Unless expressly instructed by the Seller and Buyer herein, Buyer and Seller understand that escrow holder will not undertake to withhold funds and remit to the Franchise Tax Board in the event that no waiver is obtained. Should instructions by Buyer and Seller herein direct you to undertake any activities pursuant to the withholding provisions in California law, Buyer and Seller agree to cooperate fully in providing necessary information and to indemnify escrow holder and hold them harmless in the event of non-compliance resulting from information supplied. For additional information concerning the withholding provisions referenced above, please contact the Franchise Tax Board Withhold at Source Unit, P.O. Box 851, Sacramento, CA 95812 0651, or phone (916) 369-4900, Fax No. (916) 369-4631.

E. TAX REFORM ACT: Seller is aware that the Tax Reform Act of 1986 requires the reporting of real estate transactions closing after December 31, 1985, to the IRS. Seller understands that MB ESCROW INC as escrow holder, must comply with this requirement and further agrees to complete any and all documentation required by escrow holder in compliance with this Tax Reform Act.

F. TAX WITHHOLDING: Under the Foreign Investment in Real Property Tax Act (FIRPTA), IRC 144b, every Buyer of U.S. real property must, unless an exemption applies, deduct and withhold from Seller's proceeds ten percent (10%) of the gross sales price. Under California Revenue and Taxation Code 18805 and 26131, the Buyer must deduct and withhold an additional one-third of the amount required to be withheld under federal law. The primary FIRPTA exemptions are: No withholding is required if (a) Seller provides Buyer with an affidavit under penalty of perjury, that Seller is not a "foreign person," or (b) Seller provides Buyer with a "qualifying statement" issued by the Internal Revenue Service, or (c) if Buyer purchases real property for use as a residence and the purchase price is \$300,000.00 or less and if Buyer or a member of Buyer's family has definite plans to reside at the property for at least 50% of the number of days it is in use during each of the first two twelve-month periods after transfer. Seller and Buyer agree to execute and deliver as directed, any instrument, affidavit or statement reasonably necessary to carry out those statutes and regulations promulgated thereunder.

(CONTINUED)

Seller's Initials

Buyer's Initials

Date: March 8, 2000

Escrow No: 200269-M8

PAGE 3 of 5: Additional instructions made a part of previous pages as if fully incorporated therein.

ESCROW INSTRUCTIONS GENERAL PROVISIONS

1. Your duty to act as escrow holder does not commence until these instructions, signed by all parties, are received by you. Until such time as all parties may unilaterally cancel and upon written request delivered to you, the party may withdraw funds and documents be precisely handed to you.
2. All funds received in this escrow shall be deposited with a State or National bank with other escrow funds. Make all payments by your check, checks not presented for payment within six months after date are subject to service charges in accordance with your schedule in effect from time to time. Make all adjustments and provisions on the basis of a 30 day month. "Close of Escrow" is the day instruments are recorded. All documents and funds due the respective parties herein are to be mailed to the addresses set out below their respective signatures, unless otherwise instructed. Our signatures on any documents and instructions pertaining to the escrow indicate our unconditional approval of same. Whenever provision is made herein for the payment of any sum, the delivery of an instrument or the performance of any act "outside of escrow," you as escrow holder shall have no responsibility therefor, shall not be concerned therewith and are specifically relieved of any obligation relative thereto.
3. Time is of the essence of these instructions. If the conditions of this escrow have not been complied with now to the expiration of same provided for herein, or any extension thereof, any party who then shall have fully complied with his instructions may, in writing, demand the return of his money and/or documents; following receipt of such demand not to complete the escrow you are to promptly mail a copy of said demand to the other party. Unless written objection thereto from such other party shall be received by you within 7 business days after mailing, you are instructed to comply with such written demand and to return all monies and/or documents, upon payment of your cancellation fees, costs and expenses, to the party or parties depositing same with you. If no such demand is made, you are instructed to close this escrow as soon as possible. If the escrow is not to be closed, you are instructed to return to each party only the money and/or documents which he has deposited into escrow.
4. You are hereunder as a depository only and are not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of any instrument deposited with you hereunder, or with respect to any or execution of same, or the identity, authority, or rights of any person executing or depositing the same. You are neither a party to nor bound by any agreement which may be deposited under, evidenced by, or arise out of this escrow.
5. Execute on behalf of the parties hereto form assignments of interest in any insurance policy to be assigned to Buyer herein and forward said assignments upon close of escrow to either the agent or the insurance company, at your option, requesting the insurer to consent in such transfer, to make such other additions or corrections specifically required, if any, and to forward such policies to the parties entitled thereto. Execution and forwarding of such form assignments are your only responsibilities in connection with any insurance policies called for in this escrow. Seller guarantees and you shall be fully protected in assuming that as to any insurance policy handed you, each policy is in force has not been hypothecated, and that all necessary premiums therefor have been paid. ESCROW HOLDER WILL MAKE NO ATTEMPT TO VERIFY THE RECEIPT OF THE REQUEST FOR ASSIGNMENT BY THE ISSUING COMPANY. You are hereby placed on notice that if the insurance company should fail to receive said assignment, the issuing company may deny coverage for any loss suffered by Buyer. IT IS THE OBLIGATION OF THE INSURED OR HIS REPRESENTATIVE TO VERIFY THE ACCEPTANCE OF THE ASSIGNMENT OF THE POLICY BY THE ISSUING COMPANY.
6. The adjustments and provisions called for shall be completed as set forth below, or as otherwise amended in writing.
 - a. Taxes, including all tax bill items, a seller takes no personal liability not conveyed through this escrow, based on current year's taxes, or, between July 1st and November 1st of each year based on immediately preceding year's taxes in each case, use the figures from the tax bill handed you by the seller or figures furnished you by title company, without liability on your part as to their correctness. Seller agrees to pay prior to delinquency, any taxes on real and personal property not being sold herein, which is a lien on the real property being conveyed. You are not to be concerned with same.
 - b. Interest on Mortgage and/or Trust Deeds of record; mortgage insurance premiums, funds accrued in Impound Account for future payment of taxes, fire or mortgage insurance, as disclosed by any beneficiary statement received in escrow. If any beneficiary statement discloses that the unpaid PRINCIPAL AMOUNT DUE ON ANY TRUST DEED OF RECORD IS MORE OR LESS THAN THE AMOUNT HEREIN SET FORTH, adjust the difference in cash through this escrow, unless otherwise provided for herein.
7. Order title search immediately. Unless otherwise indicated, you are authorized to obtain a policy of title insurance through any title insurance company authorized to do business in the county in which subject property is located, subject to the approval of any lender in this escrow.
8. All parties further agree, jointly and severally, to pay on demand, as well as to indemnify and hold you harmless from and against all costs, damages, judgments, expenses, judgments and liabilities of every kind or nature suffered or incurred in connection with or arising out of this escrow. You shall have a first lien on the property and papers held in this escrow for such compensation and expenses. In the event this escrow is not completed, the parties hereto jointly and severally agree to pay your usual cancellation fee. Except as expressly set forth in the escrow instructions, if conflicting demands are made or notices served upon you with respect to this escrow, the parties hereto agree that you shall be entitled to refuse to comply with any such claim or demand and to withhold and stop all further proceedings in and performance of this escrow so long as such disagreement shall continue; in so doing you shall not be or become liable for damages or interest to the undersigned or to any person for your failure to comply with such conflicting or adverse demands. You shall be entitled to continue so to refrain and refuse so to act until
 - a. The rights of the adverse claimants have been finally adjudicated in a court possessing and having jurisdiction of the parties and/or the money, papers, and property involved herein or affected hereby; and/or
 - b. All differences shall have been adjusted by mutual agreement and you shall have been notified thereof in writing signed by all of the persons interested.

In the alternative, you may file a suit in interpleader for declaratory judgment for the purpose of having the respective rights of the claimants adjudicated, and deposit with the court all documents and property held hereunder, and the undersigned jointly and severally agree to pay all costs, expenses and reasonably attorney's fees incurred by you (the amount thereof to be fixed and a judgment thereof to be rendered by the court in such suit.
9. You are hereby authorized to deposit any funds or documents handed you under these escrow instructions, or cause the same to be deposited, with any duly authorized sub-escrow agent, subject to your order or prior to close of escrow, in the event such deposit shall be necessary or convenient for the consummation of this escrow.
10. You shall have no responsibility of notifying any of the parties to this escrow of any sale, lease, loan, exchange, or other transaction involving any property herein described or of any profits realized by any person, firm or corporation (broker, agent and parties to this and/or other escrow included) in connection therewith, regardless of the fact that such transaction(s) may be handled by you in this escrow or in any other escrow, provided such does not prevent your compliance with these instructions.

(CONT. NUED)

Seller's Initials

Buyer's Initials

Date: March 8, 2000

Escrow No: 200269-MB

PAGE 4 of 5: Additional instructions made a part of previous pages as if fully incorporated therein.

11. You are not to be concerned with the giving of any disclosures required by Federal or State law, specifically but not exclusively, RESPA (Real Estate Settlement Procedures Act), Regulation Z (Truth in Lending Disclosures) or other warnings, or any warranties, express or implied. Neither are you to be concerned with the effect of zoning ordinances, land division laws or regulations, or building restrictions which may pertain to or affect the land or improvements that are the subject of this escrow.
12. In the event of any Offer to Purchase, Deposit Receipt or any other form of Purchase Agreement is deposited in the escrow. It is understood that such document shall be effective only as between the parties signing said document. You as escrow holder are not to be concerned with the terms of such documents and are relieved of all responsibility and/or liability for the enforcement of such terms and your only duty being to comply with the instructions set out in this escrow. In connection with any loan transaction (involving an FHA, or VA loan, you are authorized to deliver a copy of any such document to FHA, VA or lender as the case may be.
13. If a party to this escrow unilaterally assigns or orders the proceeds of this escrow to be paid to other than the original parties to this escrow, such assignment or order shall be subordinated to the expense of this escrow, lien of record on the subject property, and payments directed to be made by original parties together. If the result of such assignment or order would be to leave the escrow without sufficient funds to close, then you are directed to close nevertheless, and to pay such assignments or order, and to pay them in the order in which such assignments or orders are received by you. You are to furnish a copy of these instructions, attachments thereto, closing statements and/or any other documents deposited in this escrow to the lender or lenders and/or the real estate broker or brokers. In the event of the any assignment or transfer of interest by operation of law, with or without the approval or consent of any or all of the parties hereto, you shall retain the right to deduct any and all escrow costs, fees and expenses provided for herein from said assigned or transferred funds, properties or rights, said assignment or transfer notwithstanding.
14. These instructions may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed as original, and said counterparts together shall constitute one and the same instrument.
All parties hereto understand and agree that these instructions, duly executed by the parties hereto become effective only when they have been deposited with and accepted by you.
15. The parties to these escrow instructions authorize you to destroy these instructions and all other instructions and records in this escrow at any time after five (5) years from date escrow closes.
16. You shall not be liable for any error of judgment or for any act done or omitted by you in good faith, or for any mistake of fact or law, except your own willful misconduct, and you shall have no duties to anyone except those signing these instructions.
17. In the event the funds deposited in this escrow are not disbursed within six (6) months from the original opening date of this escrow, because of a dispute between the parties hereto, you are authorized to charge said funds in the amount of Five Dollars (\$5.00) per month, which charge is to become a part of the costs hereof.
18. No notice or demand shall be of any effect unless in writing; no change of instructions shall be of any effect unless in writing signed by all parties to this escrow. Such writings shall be subject to the foregoing conditions and provisions and will not be effective unless given to the Escrow Officer of the Association at its branch or office Named on Page 1.
19. All parties to this escrow have been informed that the Foreign Investment in Real Estate Property Tax Act of 1980 (FIRPTA) requires that Buyers who are purchasing property from foreign persons are required to set aside 10% of the purchase price for the Internal Revenue Service, unless certain circumstances exist. Buyer acknowledges that escrow holder has made no representation regarding the effect of this law as it pertains to Buyer and the purchase. Buyer has and will consult their attorney with respect to compliance with this law.
20. All parties acknowledge escrow fees are due for each transaction based on a fee schedule. Should any owner of property have had title and escrow services on subject property within the past 5 years, escrow fees may be charged based on a shorter term rate. Except there be no liability of any kind accruing in this transaction in a six month period, you are authorized and instructed to disburse from funds deposited herewith the maximum escrow fee of \$100.00.
All parties acknowledge that MB ESCROW, INC., reserves the right to increase the escrow fee charged to any multi property developer when any trust escrows are deposited with MB ESCROW, INC.

(CONTINUED)

Seller's Initials

SS

Buyer's Initials

/

PAGE 5 of 5: Additional instructions made a part of previous pages as if fully incorporated therein.

ESCROW HOLDER IS AUTHORIZED AND INSTRUCTED TO MAKE NO PRORATIONS IN THIS ESCROW.

MB ESCROW, INC. IS LICENSED BY THE DEPARTMENT OF CORPORATIONS OF THE STATE OF CALIFORNIA, LICENSE NUMBER 9031038.

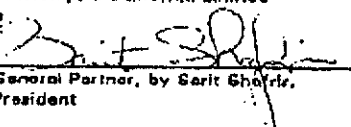
EACH PARTY SIGNING THESE INSTRUCTIONS HAS READ THE ADDITIONAL ESCROW CONDITIONS AND INSTRUCTIONS CONTAINED HEREIN AND APPROVES, ACCEPTS AND AGREES TO BE BOUND THEREBY AS THOUGH SAME APPEARED OVER THEIR SIGNATURES. ALL PARTIES SIGNING THIS AGREEMENT HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THESE INSTRUCTIONS.

We agree to pay FUNDS REQUIRED TO CLOSE ESCROW UPON DEMAND.

SELLERS ONLY: The foregoing terms, provisions, conditions, and instructions, and those "Additional Escrow Conditions and Instructions" contained herein are hereby approved and accepted in their entirety and concurred in by me. I will hand you necessary documents called for on my part in value title to be shown as above which you are authorized to deliver within the time as above provided, pay your escrow charges, my recording fees, charges for evidence of title as called for, whether or not this escrow is demonstrated, except those the buyer agrees to pay. You are hereby authorized to pay bonds, assessments, taxes, and any item of record to show title as called for, after interest revenue stamps on deed as required.

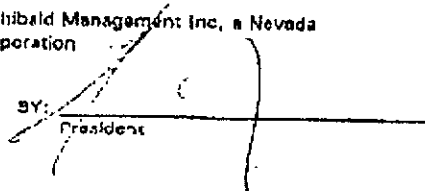
SELLERS:

8870 Property Partners, LTD., A California
Limited Partnership, a California Limited
Partnership.

BY: 
General Partner, by Sarit Shafir,
President

BUYERS:

Archibald Management Inc, a Nevada
Corporation

BY: 
President

Date: March 8, 2000

Escrow No: 200269-MB

PAGE 5 of 5: Additional instructions made a part of previous pages as if fully incorporated therein.

ESCROW HOLDER IS AUTHORIZED AND INSTRUCTED TO MAKE NO PRORATIONS IN THIS ESCROW.

MB ESCROW, INC. IS LICENSED BY THE DEPARTMENT OF CORPORATIONS OF THE STATE OF CALIFORNIA, LICENSE NUMBER 9631638.

EACH PARTY SIGNING THESE INSTRUCTIONS HAS READ THE ADDITIONAL ESCROW CONDITIONS AND INSTRUCTIONS CONTAINED HEREIN AND APPROVES, ACCEPTS AND AGREES TO BE BOUND THEREBY AS THOUGH SAME APPEARED OVER THEIR SIGNATURES. ALL PARTIES SIGNING THIS AGREEMENT HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THESE INSTRUCTIONS.

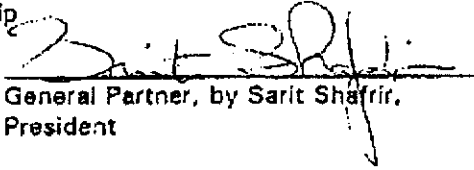
If we agree to pay FUNDS REQUIRED TO CLOSE ESCROW UPON DEMAND.

SELLER(S) ONLY: The foregoing terms, provisions, conditions, and instructions, and those "Additional Escrow Conditions and Instructions" contained herein are hereby approved and accepted in their entirety and concurred in by me. I will hand you necessary documents called for on my part to cause title to be shown as above which you are authorized to deliver within the time as above provided, pay your escrow charges, my recording fees, charges for evidence of title as called for, whether or not this escrow is consummated, except these the buyer agrees to pay. You are hereby authorized to pay liens, assessments, taxes, and any liens of record to show title as called for, affix internal revenue stamps on deed as required.

SELLERS:

8670 Property Partners, LTD., A California Limited Partnership, a California Limited Partnership

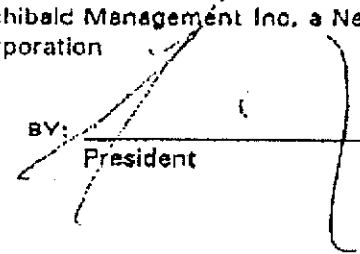
BY:


General Partner, by Sarit Shafir,
President

BUYERS:

Archibald Management Inc, a Nevada Corporation

BY:


President

Date: March 8, 2000

PAGE 5 of 5: Additional instructions made a part of previous pages as if fully incorporated therein.

ESCROW HOLDER IS AUTHORIZED AND INSTRUCTED TO MAKE NO PRORATIONS IN THIS ESCROW.

MB ESCROW, INC. IS LICENSED BY THE DEPARTMENT OF CORPORATIONS OF THE STATE OF CALIFORNIA, LICENSE NUMBER 9631638.

EACH PARTY SIGNING THESE INSTRUCTIONS HAS READ THE ADDITIONAL ESCROW CONDITIONS AND INSTRUCTIONS CONTAINED HEREIN AND APPROVES, ACCEPTS AND AGREES TO BE BOUND THEREBY AS THOUGH SAME APPEARED OVER THEIR SIGNATURES. ALL PARTIES SIGNING THIS AGREEMENT HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THESE INSTRUCTIONS.

I/we agree to pay FUNDS REQUIRED TO CLOSE ESCROW UPON DEMAND.

SELLER(S) ONLY: The foregoing terms, provisions, conditions, and instructions, and those "Additional Escrow Conditions and Instructions" contained herein are hereby approved and accepted in their entirety and concurred in by me. I will hand you necessary documents called for on my part to assure title to be shown as above which you are authorized to deliver within the time as above provided, pay your escrow charges, my recording fees, charges for evidence of title as called for, whether or not this escrow is consummated, except those the buyer agrees to pay. You are hereby authorized to pay bonds, assessments, taxes, and any liens of record to show title as called for, affix internal revenue stamps on deed as required.

SELLERS:

8670 Property Partners, LTD., A California Limited Partnership, a California Limited Partnership.

BY:

General Partner, by Sarit Shafir
President

BUYERS:

Archibald Management Inc, a Nevada Corporation

BY:

President

RECORDING REQUESTED BY:
MB ESCROW INC
AND WHEN RECORDED MAIL TO:

Archibald Management Inc.
1802 N. Carson Street #212-2018
Carson City, Nevada 89701

THIS SPACE FOR RECORDER'S USE ONLY:

ESCROW NO. 200269-MB

TITLE ORDER NO.

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX is \$ 0
[] computed on full value of property conveyed, or
[X] computed on full value less value of liens or encumbrances remaining at time of sale.
[] Unincorporated area [X] City of Beverly Hills, AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

8670 Property Partners LTD., A California Limited Partnership

hereby GRANT(s) to:

Archibald Management Inc., a Nevada Corporation

the real property in the County of Los Angeles, State of California, described as:
LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

ALSO KNOWN AS: 8670 Wilshire Blvd., Beverly Hills, CA 90211
A.P.# 4333-018-040

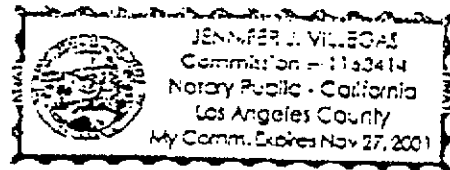
DATED March 9, 2000
STATE OF CALIFORNIA
COUNTY OF Los Angeles
On March 9, 2000
before me, Jennifer J. Villegas
a Notary Public in and for said State, personally appeared
Sarit Shafir

8670 Property Partners LTD., A California Corporation

Sarit Shafir
BY General Partner, Sarit Shafir, President

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]



(This area for official notarial seal)

Mail tax statements to: Archibald Management Inc., 1802 N. Carson Street #212-2018, Carson City, Nevada 89701

COMERICA BANK
WIRE TRANSFER FAX NOTIFICATION

DOMESTIC CREDIT ADVICE

MR ESCROW INC BH
9454 WILSHIRE BLVD 901
BEVERLY HILLS, CA 90212

DATE : 03/09/2000
ACCOUNT # : 1891023036
SEQ # : 000309005268
AMOUNT : \$15,000.00
REPEAT CODE:

FED SEQ # : 4007

CHASE NYC /ORG=5 B N VENTURE CAPITAL OGB-SALOMON SMITH BARNEY INC.
COMERICA BK 9J /CTR/BBK=MB ESCROW ./AC-1891023036 BNF=SBN VENTURE/ARCHIBOLD 3
643 EL CAJON .219 SAN DIEGO, CA 92104/AC-200270MB RFB=SWF OF 00/03/09 INS=D00006
6198046 SALOMON SMITH BARNEY INC, OUTGOING CUSTOMER MT PO BOX 033, CANAL STREET
STATION NEW YORK NY 10013-

THIS TRANSFER IS SUBJECT TO APPLICABLE FEES AND THE TERMS AND CONDITIONS OF
THE 'FUNDS TRANSFER AUTHORIZATION AND AGREEMENT'.

PLEASE DIRECT ALL INQUIRIES REGARDING THIS ADVICE TO INVESTIGATIONS.
IN MICHIGAN CALL: (313)222-4373, IN CALIFORNIA CALL: 1-800-600-6633,
IN TEXAS CALL: 1-800-999-5054, IN FLORIDA CALL: 1-800-264-8925.

MB ESCROW

ESCROW DEPARTMENT
9454 WILSHIRE BLVD, STE 910
BEVERLY HILLS, CA 90212-2930
(213) 273-7106

ESCROW TRUST RECEIPT NO. **38484**

ESCROW NO. DATE
200270-MB 03/09/00

RECEIVED Archibald Management Inc.
OF

AMOUNT

FIFTEEN THOUSAND AND 00/100

*****15,000.00

CASH	CASHIER'S CHECK	CHECK	OTHER
			WIRE
ABA #			
CHECKING ACCOUNT NO.			

RECEIVED
FROM BUYER
BY
BLS

ORDER NO 90001010 00

SCHEDULE B

ON THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM DESIGNATED ON THE FACE PAGE OF THIS REPORT WOULD BE AS FOLLOWS:

1. PROPERTY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 2000-2001 WHICH ARE A LIEN NOT YET PAYABLE.
2. SECOND INSTALLMENT GENERAL AND SPECIAL COUNTY AND/OR CITY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, FOR FISCAL YEAR 1999-2000.

AMOUNT:	\$ 26,542.72
EXEMPTION:	\$NONE
CODE AREA:	0002410
PARCEL NO.:	4333-018-040

FOR PRORATION PURPOSES ONLY:

FIRST INSTALLMENT HAS BEEN PAID IN THE AMOUNT OF \$26,542.73.

3. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA. ASSESSMENTS, IF ANY, FOR COMMUNITY FACILITY DISTRICT AFFECTING SAID LAND WHICH MAY EXIST BY VIRTUE OF ASSESSMENT MAPS OR NOTICES FILED BY SAID DISTRICTS.
4. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

ORDER NO 90001C19-90

5. AN OIL AND GAS LEASE AFFECTING THAT PORTION OF SAID LAND LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, WITH NO RIGHT OF SURFACE ENTRY, FOR THE TERM AND UPON THE TERMS, CONDITIONS AND COVENANTS THEREIN PROVIDED,

DATED: MARCH 2, 1967
LESSOR: LARWIN FUND, A PARTNERSHIP
LESSEE: OCCIDENTAL PETROLEUM CORPORATION, A CORPORATION
RECORDED: OCTOBER 26, 1967 AS INSTRUMENT NO. 3729 OF OFFICIAL RECORDS.

NO ASSURANCE IS MADE AS TO THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE, NOR AS TO OTHER MATTERS AFFECTING THE RIGHTS OR INTERESTS OF THE LESSOR OR LESSEE IN SAID LEASE.

6. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO: SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS
(NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT)
PURPOSE: PUBLIC UTILITIES
RECORDED: NOVEMBER 20, 1986 AS INSTRUMENT NO. 86-1610332 OF OFFICIAL RECORDS
AFFECTS: A PORTION OF SAID LAND

7. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE ORIGINAL AMOUNT SHOWN BELOW

AMOUNT: \$5,000,000.00
DATED: DECEMBER 15, 1997
TRUSTOR: 8670 PROPERTY PARTNERS, LTD., A CALIFORNIA LIMITED PARTNERSHIP
TRUSTEE: FIRST CREDIT BANK
BENEFICIARY: FIRST CREDIT BANK, A CALIFORNIA BANKING CORPORATION
ORIG. LOAN NO:
RECORDED: DECEMBER 22, 1997 AS INSTRUMENT NO. 97-2001936 OF OFFICIAL RECORDS.

CRIER NO. 93001019-90

AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED

EXECUTED BY: 8670 PROPERTY PARTNERS, LTD., A CALIFORNIA LIMITED PARTNERSHIP AND FIRST CREDIT BANK, A CALIFORNIA BANKING CORPORATION
RECORDED: JANUARY 23, 1999 AS INSTRUMENT NO. 99-0110016 OF OFFICIAL RECORDS.

8. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE ORIGINAL AMOUNT SHOWN BELOW

AMOUNT: \$ (NO AMOUNT SHOWN)
DATED: FEBRUARY 15, 2000
TRUSTOR: 8670 PROPERTY PARTNERS, LTD., A CALIFORNIA LIMITED PARTNERSHIP
TRUSTEE: FIRST AMERICAN TITLE COMPANY
BENEFICIARY: FEDERAL TRANSTEL, INC., A GEORGIA CORPORATION
CRIG. LOAN NO:
RECORDED: FEBRUARY 18, 2000 AS INSTRUMENT NO. 2000-0257566 OF OFFICIAL RECORDS.

9. A TAX LIEN FOR THE AMOUNT SHOWN AND ANY OTHER AMOUNTS DUE, IN FAVOR OF THE STATE OF CALIFORNIA.

AMOUNT: \$1,148.00
FILED BY: THE FRANCHISE TAX BOARD OF THE STATE OF CALIFORNIA
TAXPAYER: 9670 WILSHIRE CORP.
CERTIFICATE NO.: 099345180645
RECORDED: DECEMBER 22, 1999 AS INSTRUMENT NO. 99-2357693 OF OFFICIAL RECORDS.

10. RIGHTS OF PARTIES IN POSSESSION UNDER ANY UNRECORDED LEASE OR OTHER AGREEMENTS.

11. THIS COMPANY WILL REQUIRE THAT A FULL COPY OF ANY UNRECORDED LEASE REFERRED TO HEREIN BE FURNISHED TO THIS COMPANY, TOGETHER WITH ALL SUPPLEMENTS, ASSIGNMENTS AND AMENDMENTS, BEFORE ISSUING ANY POLICY OF TITLE INSURANCE.

ORDER NO 90001019-90

12. WE WILL REQUIRE A STATEMENT OF INFORMATION FROM THE PARTIES NAMED BELOW IN ORDER TO COMPLETE THIS REPORT, BASED ON THE EFFECT OF DOCUMENTS, PROCEEDINGS, LIENS, DECREES, OR OTHER MATTERS WHICH DO NOT SPECIFICALLY DESCRIBE SAID LAND, BUT WHICH, IF ANY DO EXIST, MAY AFFECT THE TITLE OR IMPOSE LIENS OF ENCUMBRANCES THEREON.

PARTIES: ALL PARTIES TO THIS TRANSACTION

NOTE: THE STATEMENT OF INFORMATION IS NECESSARY TO COMPLETE THE SEARCH AND EXAMINATION OF TITLE UNDER THIS ORDER. ANY TITLE SEARCH INCLUDES MATTERS THAT ARE INDEXED BY NAME ONLY, AND HAVING A COMPLETED STATEMENT OF INFORMATION ASSISTS THE COMPANY IN THE ELIMINATION OF CERTAIN MATTERS WHICH APPEAR TO INVOLVE THE PARTIES BUT IN FACT AFFECT ANOTHER PARTY WITH THE SAME OR SIMILAR NAME. BE ASSURED THAT THE STATEMENT OF INFORMATION IS ESSENTIAL AND WILL BE KEPT STRICTLY CONFIDENTIAL TO THIS FILE.)

PRELIMINARY CHANGE OF OWNERSHIP REPORT

Please answer, to the best of your knowledge, all applicable questions, sign and date. If a question does not apply, indicate with "N/A".

PART III: PURCHASE PRICE & TERMS OF SALE

A. CASH DOWN PAYMENT OR Value of Exchange (excluding closing costs) Amount \$ _____

B. FIRST DEED OF TRUST % interest for _____ years. Pymts./Mo = \$ _____ (Prin & Int only) Amount \$ _____
 FNA Fixed Rate New Loan
 Conventional Variable Rate Assumed Existing Loan Balance
 VA All Inclusive D.T. (Wrapped) Bank or Savings & Loan
 Cash Loan Carried by Seller Finance Company
 Balloon Payment Yes No Due Date _____ Amount \$ _____

SECOND DEED OF TRUST % interest for _____ years. Pymts./Mo = \$ _____ (Prin & Int only) Amount \$ _____
 Bank or Savings & Loan Fixed Rate New Loan
 Loan Carried by Seller Variable Rate Assumed Existing Loan Balance
 Balloon Payment Yes No Due Date _____ Amount \$ _____

D. OTHER FINANCING. Is other financing involved not covered in (b) or (c) above? Yes No Amount \$ _____
 Bank or Savings & Loan Fixed Rate New Loan
 Loan Carried by Seller Variable Rate Assumed Existing Loan Balance
 Balloon Payment Yes No Due Date _____ Amount \$ _____

E. IMPROVEMENT BOND Yes No Outstanding Balance: Amount \$ _____

F. TOTAL PURCHASE PRICE: (or acquisition price, if traded or exchanged, include real estate commission if paid.) Total (Items A through E) \$ _____

G. PROPERTY PURCHASE: Through a broker; Direct from seller; Other (Explain) _____

If purchased through a broker, provide broker's name and phone no.: _____
 Please explain any special terms of financing and any other information that would help the Assessor understand the purchase price and terms of sale. _____

PART IV: PROPERTY INFORMATION

A. IS PERSONAL PROPERTY INCLUDED IN THE PURCHASE PRICE (other than a mobilehome subject to local property tax)? Yes No
 If yes, enter the value of the personal property included in the purchase price \$ _____ (Attach itemized list of personal property.)

B. IS THIS PROPERTY INTENDED AS YOUR PRINCIPAL RESIDENCE? Yes No
 If yes, enter date of occupancy _____, 19____ at intended occupancy _____, 19____

C. TYPE OF PROPERTY TRANSFERRED:
 Single Family residence Agricultural Timeshare
 Multi-Family residence (no. of units: _____) Co-op/Own-Your Own Mobilehome
 Commercial/Industrial Condominium Unimproved Lot
 Other (Description): _____

D. DOES THE PROPERTY PRODUCE INCOME? Yes No

E. IF THE ANSWER TO QUESTION D IS YES, IS THE INCOME FROM:
 Loans/Rent Contract Mineral rights Other-explain _____

F. WHAT WAS THE CONDITION OF THE PROPERTY AT THE TIME OF SALE?
 Good Average Fair Poor

Enter here, or on an attached sheet any other information that would assist the Assessor in determining value of the property such as the physical condition of the property, restrictions, etc.

I certify that the foregoing is true, correct and complete to the best of my knowledge and belief.

Signed _____ Date _____
 (New Owner/Corporate Officer)

Please Print Name of New Owner/Corporate Officer WALT ROZANS

Phone No. where you are available from 9:00 a.m. - 5:00 p.m. 310-271-5688

NOTE: The Assessor may contact you for further information!

If a document evidencing a change of ownership is presented to the recorder for recording without the concurrent filing of a PRELIMINARY CHANGE OF OWNERSHIP REPORT, the recorder may charge an additional recording fee of twenty dollars (\$20).