

CITY OF SAN DIEGO

CONSENT TO ASSIGNMENT OF LEASE AGREEMENT

The CITY OF SAN DIEGO (CITY), as LESSOR under that certain Percentage Rate Lease (MASTER LEASE) with

SLOOP & WITMAN, a partnership consisting of William Witman
and Gordon Sloop

(LESSEE), dated March 5, 1968, as amended and filed in the office of the City Clerk as Document No. RR-721611, hereby consents to assignment of the MASTER LEASE by SLOOP & WITMAN (ASSIGNOR) to

SLOOP & SLOOP, INC.

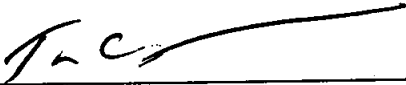
(ASSIGNEE), in accordance with the terms and conditions as follows:

ASSIGNEES agree to assume all rights and obligations of LESSEE under the MASTER LEASE and to perform all covenants, conditions and provisions of the MASTER LEASE to be performed by LESSEE on and after the date of the assignment.

This Consent is executed by the CITY acting by and through the City Manager and by LESSEE/ASSIGNOR and ASSIGNEE acting by and through their lawfully authorized officers. This Consent is effective upon the date signed by the City Manager.

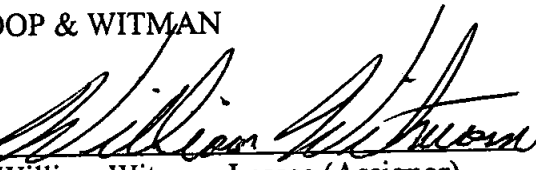
THE CITY OF SAN DIEGO

Dated: 8-20-02

By: 
Tim C. Rothans, Deputy Director
for the City Manager

SLOOP & WITMAN

Dated: 8/13/02

By: 
William Witman, Lessee (Assignor)

Dated: 7-15-02

By: 
Gordon Sloop, Lessee (Assignor)

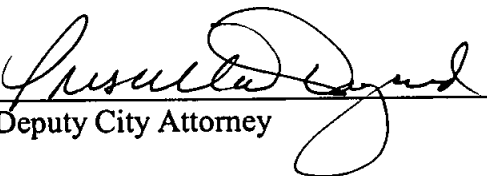
SLOOP & SLOOP, INC.

Dated: 7/15/02

By: 
Assignee

APPROVED AS TO FORM AND LEGALITY THIS 17th DAY OF September, 2002.

CASEY GWINN, CITY ATTORNEY

By: 
Deputy City Attorney

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PURCHASE AND SALE OF PARTNERSHIP INTEREST

This Agreement is entered into this 31st day of December, 1992, between and among Sloop & Witman, a California Limited Partnership (the "Partnership"), William Witman ("Witman"), Gordon Sloop ("Sloop"), and the estate of Floma Sloop, by and through Gordon Sloop and Michael Sloop, as Executor ("Executors"). Witman, Sloop, and Executors are sometimes collectively referred to herein as the "Partners".

1. Recitals

1.1 In 1969, "Articles of Partnership" were executed by Paul Sloop, William Witman, and Gordon Donson Sloop, who had theretofore been doing business under an oral agreement of partnership dating from 1959.

1.2 The Partnership was originally a general partnership, but provided that upon the occurrence of certain events, the Partnership would be converted to a limited partnership. On March 20, 1970, following the death of Paul Sloop, the Partnership was converted to a limited partnership by recordation of a "Certificate of Limited Partnership of Sloop & Witman", wherein William Witman and Gordon Donson Sloop were general partners, with partnership interests of 50% and 10%, respectively, and Floma Sloop was the sole limited partner, with a partnership interest of 40%.

1.3 On or about March 1, 1990, Floma Sloop died, and her estate continues to hold title to the limited partnership interest in the Partnership.

1.4 The Partnership presently conducts citrus growing activities (oranges and lemons) upon parcels of land leased from the City of San Diego, identified as document numbers 713434 and 721611.

1.5 Witman now desires to withdraw as a general partner of the Partnership, and to convey his partnership interest to Sloop and Executors.

1.6 Sloop and Executors continue to desire that, pursuant to its terms, the limited partnership will not be dissolved, but will continue with Sloop being the sole remaining general partner, and Executors being the sole limited partner.

1.7 The parties also desire to cause certain distributions to be made and certain other agreements to be entered into which are in connection with and incidental to this purchase and sale of partnership interest, to execute mutual releases, and to set forth all of their agreements in this

regard hereinbelow.

2. Purchase and Sale

2.1 Witman hereby agrees to sell and convey to Sloop and Executors, on December 31, 1992, all of his right, title and interest in and to the Partnership.

2.2 In consideration of Witman's transfer of his partnership interest, Sloop, Executors and the Partnership agree to pay to Witman 22-1/2% of the Partnership's "net profits" between the period commencing January 1, 1993 and ending at the end of the calendar year in which all income generated by the Partnership with respect to operations on the leases referred to in Section 1.4 (or any extensions or renewals thereof), have been realized in full. For purposes of this Agreement, the "net profits" shall be calculated in accordance with Generally Accepted Accounting Principles and in a manner consistent with the Partnership's past accounting practices, but with the following adjustments:

- (i) any salaries, guaranteed payments, or management fees to Partners, or their family members or affiliates shall be disregarded, to the extent such payments exceed 10% of net profit (calculated without regard to this Section 2.2(i).
- (ii) net profit shall include the fair market value, less the adjusted basis, of any property transferred by the Partnership to its Partners on or after January 1, 1993.
- (iii) any income or expense, associated with any business activity other than the activities referred to in Section 1.4, above, shall be disregarded.

3. Indemnity

3.1 Sloop, Executors, and the Partnership shall indemnify, defend, and hold harmless Witman from any claims of any kind arising in connection with the conduct of the business of the Partnership on or after January 1, 1993, including, without limitation, rent obligations arising after said date in connection with any present or future leases of real property by the Partnership.

4. Distribution of Certain Receivables

4.1 Concurrent with the close of the transaction contemplated by this Agreement, the Partnership shall assign to Witman 50% of the Partnership's interest in any net proceeds not yet realized from any crops sold or harvested prior to December 31, 1992. The parties acknowledge that a portion of these outstanding sums may not be collected for as long as 5 years. As said funds are collected by the Partnership, the Partnership will be entitled to pay from said proceeds any

percentage rent payable by the Partnership in connection with said receipts, together with any other expenses specifically allocable to said income, in a manner consistent with prior practices of the Partnership. After paying such expenses, the Partnership shall distribute to Witman 50% of the net proceeds. As of December 31, 1992, the Partners shall prepare and sign a schedule of the outstanding accounts which are subject to the provisions of this Section 4.1.

5. Related Transactions

5.1 In a separate, but related transaction, Sloop will sell and transfer to Matthew Witman, all of Sloop's interest in the San Ysabel Partnership, of which Sloop owns a 10% interest. In consideration of the transfer of said partnership interest, Matthew Witman shall pay to Sloop the sum of \$30,000.

5.2 It is also the intention of the parties that the Partnership shall enter into a management agreement with Witman Ranch, Inc. for management of the Partnership's agricultural activities, for a term and upon other terms and conditions to be mutually agreed upon. Said agreement shall provide, however, that during its term, the Partnership shall not compensate any other persons for management services other than Witman Ranch, Inc.

6. Mutual General Release and Waiver of Statutory Rights

6.1 Except as provided in Section 6.3, below, the Partnership and each party to this Agreement, individually and on behalf of their respective successors-in-interest, agents, and assigns, hereby fully and forever releases, acquits, and discharges each other party, and their respective heirs, successors-in-interest, agents, employees, and assigns, of and from any and all liability, claims, demands, actions, causes of action, and rights (contingent, accrued, inchoate, or otherwise), known or unknown, including, without limitation, any claim or demand before any court, administrative body, public agency, or any other body, which such party may now or hereafter have against any and all of them arising out of or resulting from their relationship and association together as partners in the Partnership.

6.2 In connection with the release provision of Section 6.1, above, each of the Partners and the Partnership hereby waive all rights which may exist under Section 1542 of the Civil Code of the State of California, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

6.3 Specifically excluded from the provisions of Section 6.1, above, are any claims arising out of or in connection with the management agreement entered into and performed between Witman Ranch, Inc. and Rancho Vista Montanas in or about December, 1986.

7. Competitive Activities

7.1 Witman shall be free to engage in any business activity of any kind, whether or not such activity is competitive with that of the Partnership. Witman shall not, however, take any action which would directly prejudice or impair Partnership's ability to exercise any of its rights pursuant to the leases referred to in Paragraph 1.4, including any right to exercise a right of first refusal or to renew or extend said leases. Additionally, Witman shall notify Partnership of any proceedings or negotiations of which Witman is aware, which may reasonably be expected to affect such rights.

8. Miscellaneous Provisions

8.1 Continuation of Cooperative Relationships. Each of the parties hereto agrees to cooperate in good faith with each other party to cause a continuation of the cooperative relationships between the Partnership, Witman Ranch, and Rancho Vista Montanas, in sharing equipment, irrigation facilities, and water, all in a manner consistent with past practices.

8.2 Further Assurance. Each of the parties hereto shall hereafter execute all documents and do all acts necessary, convenient, or desirable, in the reasonable opinion of the other party, to effect the provisions of this Agreement.

8.3 Entire Agreement. This Agreement (after full execution and delivery) memorializes and constitutes the entire agreement and understanding between the parties as to the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements and agreements, whether written or unwritten. Each party to this Agreement acknowledges that neither the other party, nor any agent or attorney of the other party, has made any promise, representation, or warranty whatsoever, express or implied, which is not expressly contained in this Agreement.

8.4 Successors and Assigns. This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors, and assigns.

8.5 Validity of Agreement. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

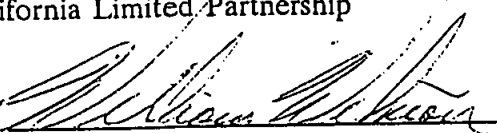
8.6 Attorneys Fees. In the event litigation is commenced to enforce any of the provisions of this Agreement, to recover damages for breach of any of the provisions of this Agreement, or to obtain declaratory relief in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees.

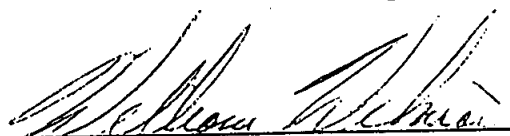
8.7 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

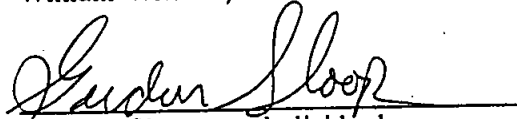
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Sloop & Witman,
a California Limited Partnership

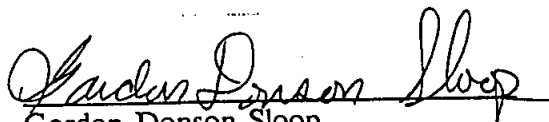
By:


William Witman,
General Partner


William Witman, an individual

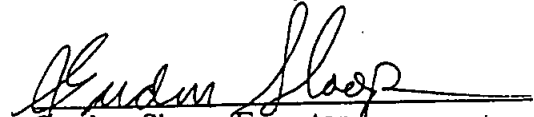

Gordon Sloop, an individual

By:

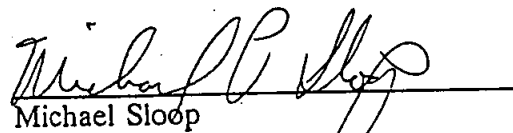

Gordon Donson Sloop,
General Partner

The Estate of Floma Sloop

By:


Gordon Sloop, Executor

By:


Michael Sloop

SLOOP AND SLOOP PARTNERSHIP AGREEMENT

ARTICLES OF PARTNERSHIP

THIS PARTNERSHIP AGREEMENT is made among GORDON DONSON SLOOP and MICHAEL PAUL SLOOP, of Oceanside and La Mesa, California.

Both of the parties hereto are at this time conducting a business under the name of SLOOP & SLOOP, a partnership, in the County of San Diego, State of California, under agreement of partnership dating January 1, 1993, whereby Michael Paul Sloop and Gordon Donson Sloop will be sharing profits and losses in the ratios of 40% and 60%, respectively.

STATEMENT OF DOING BUSINESS

A statement, signed, acknowledged, and verified by the two partners shall also be filed in the office of the county recorder in each county in which the partnership does business, setting forth the name of the partnership and the name of each of the partners, and it shall further state that the partners named are all of the partners.

PRINCIPAL PLACE OF BUSINESS

The principal place of business of the partnership shall be San Pasqual, San Diego County, California, or such other place or places as the partners shall hereafter determine.

TERMINATION AFTER NOTICE

The partnership shall continue until such time as either general partner shall give sixty (60) days' written notice of termination. Sixty (60) days from the giving of such notice the partnership shall terminate. Notice is given when served personally or deposited in the United States Mail, postage prepaid, properly addressed to the partner at the address carried on the partnership records.

PURPOSE OF THE PARTNERSHIP

The business of the partnership is citrus farming and marketing and operations in connection with such operations.

CAPITAL

All capital contributions have been made and the capital accounts are as indicated on the partnership books.

WITHDRAWAL OF CAPITAL --- INTEREST

Capital may not be withdrawn from the partnership without the consent of both of the partners. No interest shall be paid on capital contributions of the partners.

CAPITAL AND INCOME ACCOUNTS

There shall be maintained for each partner a capital account and an income account. Each partner's distributive share of profits and losses, and monthly and end-of-the-year withdrawals not previously posted, shall be credited or debited to his income account as of the close of the calendar year. Thereafter, any deficit remaining in the income account of a partner shall be debited to his capital account.

CALENDAR YEAR

The partnership is on a calendar year.

CASH BASIS

The partnership books shall be kept on a cash basis. A yearly accounting, made as soon as is practicable after the close of the calendar year, shall be available to the partners. This accounting shall be conclusive on the partners and shall not be modified except for some manifest error discovered and protested within one (1) year from the date of the accounting.

NET PROFIT

The term "net profit" as used in this agreement shall mean the net profit determined by the accountant employed by the firm at the close of each calendar year on the partnership information return filed for federal income tax purposes, less salaries and interest paid to the partners as herein provided.

WITHDRAWAL OF PROFITS

By the decision of the managing partners, the capital necessary to conduct the affairs of the partnership shall be

determined each year and before annual profits are withdrawn a percent of each general partner's share of profits in accordance with the profit and loss sharing percentages shall be debited to his income account and credited to his capital account. This shall constitute a contribution to the capital. A call on limited partners for additional capital is authorized but is not a mandatory obligation of the limited partners.

DIVISION OF PROFITS AND LOSSES

The profits and losses of the partnership shall be divided between the partners as follows:

Michael Paul Sloop -----40%

Gordon Donson Sloop-----60%

It is further understood that a temporary ammendment provides that this ratio will be altered as follows:

Michael Paul Sloop -----46%

Gordon Donson Sloop -----54%

This temporary ammendment will continue for a period of ten (10) years or until the additional 6% for Michael Paul Sloop equals the sum of \$80,000.00, whichever comes first.

It is further understood that a temporary ammendment provides that Gordon Sloop will act a manager to the partnership and will receive a salary not to exceed ten percent of the net procedes of the partnership as a management fee. This ammendment will continue until his house which will be placed on the market in January 1993 is sold and escrow closes, or until October 31, 1994 from the date of this agreement, which-ever comes first.

No additional share of profits or losses shall inure any partner by reason of fluctuations in the capital accounts of the partners.

MANAGEMENT

Management of the partnership business is vested in Gordon Donson Sloop and Michael Paul Sloop equally. Upon the death, disability or retirement of Michael Paul Sloop, management shall vest equally in Gordon Donson Sloop and Karen Sloop. Upon the death, disability or retirement of Gordon Donson Sloop, management shall vest equally in Michael Paul Sloop and Mary Faith Sloop. Upon the death, disability or retirement of both Gordon Donson Sloop and

Mary Faith Sloop, management shall vest equally in Michael Paul Sloop and Warren S. Burkholder, Jr.. Upon the death, disability or retirement of both Michael Paul Sloop and Karen Sloop, management shall vest equally in Gordon Donson Sloop and Alfred Deminico Jr. Management includes the power to assign duties, to sign all contracts, to assume direction of business operations, to borrow money, and all other acts necessary to the conduct of the partnership business.

The partners shall not be bound to devote all of their business time to the affairs of the partnership, but each shall devote so much of his time and attention to the partnership business as he thinks is necessary or advisable and each may, during the continuance of this agreement, engage in other business activities.

CONTINUATION OF BUSINESS

The death (or retirement) of a partner shall not work a dissolution of the partnership but the business shall continue without interruption and without any break in continuity.

VOLUNTARY DISSOLUTION OF PARTNERSHIP

Upon the agreement of the general partners, the partnership may be dissolved and the assets liquidated forth-with. The partnership shall engage in no further business and distribute the assets. The maintenance of offices shall not be deemed a continuation of the business for purposes of this section. The partners shall continue to divide profits and losses during the winding up period in the same ratio as profits and losses were divided prior to dissolution. The proceeds from the liquidation of partnership assets shall be divided in the following order:

(1) The expenses of liquidation and the debts of the partnership, other than debts owing to the partners, shall be paid.

(2) Such debts as are owing to the partners, including unpaid salaries, loans, and advances made to or for the benefit of the partnership shall be computed. Such amounts shall not be paid until it is ascertained that there are no capital deficits to offset against the amount owing to the partners.

(3) The balance in each partner's capital account shall be paid after crediting or debiting such profit or loss as shall have accrued from the date of last posting to these accounts.

Any gain or loss arising out of the disposition of partnership assets during the course of liquidation shall be credited or debited to the partners in the same proportions as profits and losses were distributed prior to liquidation. A debit balance in the capital account of any partner after all the debts of the partnership are paid and the posting of profits is completed shall constitute an obligation from that partner to the other partner, to be paid forthwith, upon demand.

AMENDMENT OF PARTNERSHIP ARTICLES

These articles may be amended by an agreement of both of the partners, at any time during the continuance of the partnership. The agreement may be amended or modified in whole or in part, but any amendment or modification shall be in writing and signed by both of the partners. Any amendment or modification of this agreement shall be dated, and where any conflict arises between the provisions of said amendment or modification and provisions incorporated in earlier documents, the most recent provision shall be controlling. It shall not be necessary to revise the entire partnership agreement where only minor changes are effected and alterations shall be permitted either on the face of this instrument, by way of addendum, or in an entirely new document, providing only, that such alteration shall be dated and the signatures of both of the partners shall appear in reasonable proximity to such alteration. If it shall be desired by both of the partners that the term of the partnership be extended, then it shall be sufficient that the partners shall endorse such a declaration upon this agreement, and set forth a new expiration date.

BANKS AND CHECKS

The partnership shall maintain checking and savings accounts at such banks as the managing partners shall determine.

All funds of the partnership shall be deposited in the partnership name and shall be withdrawn upon the signatures of either general managing partner.

LIMITATIONS ON PARTNER'S AUTHORITY

No partner shall engage in any of the following acts without the written consent of the other managing partner:

1. Assign, pledge, hypothecate, or mortgage any asset belonging to the firm, or execute any bond or lease in the name of the firm name;

2. Pledge the credit of the firm in any way except in the ordinary course of partnership business;

3. Make an assignment for the benefit of creditors;

4. Release, assign, or transfer a partnership claim, security, commodity, or any other asset belonging to the firm;

5. Make, draw, or accept any notice, bill of exchange, or any obligation for the payment of money;

6. Become a surety, guarantor, endorser, or accommodation endorser on behalf of the partnership for any other person or firm;

7. Borrow any money in the name of the firm or lend any money belonging to the firm;

8. Submit a partnership claim or liability to arbitration or reference, or confess a judgment against the partnership; or

9. Sell, mortgage, hypothecate, or assign his share in the partnership or in profits or capital, other than to another partner.

DEATH OF A PARTNER

Upon the death of Gordon Donson Sloop, his wife, Mary Faith Sloop will become a general partner by assuming Gordon Donson Sloop's position in the partnership. Upon the death of Michael Paul Sloop, his wife, Karen Sloop, will become a general partner by assuming Michael Paul Sloop's position in the partnership.

Upon the death of Gordon Donson Sloop and Mary Faith Sloop, or Michael Paul Sloop and Karen Sloop, this partnership shall become a Limited Partnership to the extent that the heirs at law of the deceased partner or those beneficiaries designated in his last will, if any, shall be limited partners as of the date of death.

1. Upon the transformation to a Limited Partnership a duplicate certificate of limited partnership pursuant to the provisions of Section 15502 of the Corporations Code shall be signed and acknowledged. One such certificate shall be filed in the clerk's office and one in the office of the county recorder of San Diego County and any other counties where the partnership may have a place of business.

CAPITAL

2. The initial capital contribution of the limited partners shall be the capital account of the deceased partner at the time of his death.

WITHDRAWAL OF CAPITAL

3. Neither a general or a limited partner may withdraw his capital from the partnership without the consent of all the partners. Upon such a withdrawal, the Schedule of Partnership Assets shall be amended, and the certificate of limited partnership shall be amended in conformance with the provisions of Section 15524 (2) (a) of the Corporation Code.

DIVISION OF PROFITS AND LOSSES

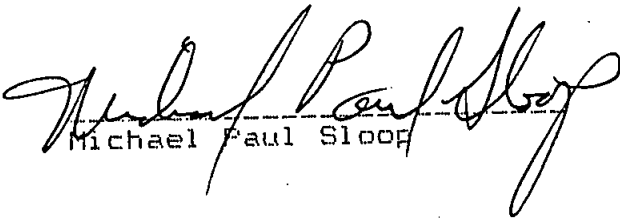
4. As of the date of the limited partnership, the profits and losses shall be divided as under the general partnership articles with the limited partner (s) succeeding to the percentage of the deceased partner.

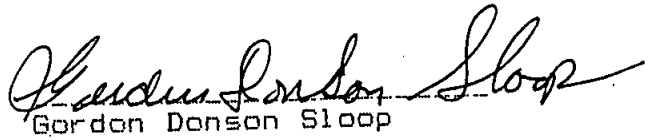
NONLIABILITY OF LIMITED PARTNER

5. No limited partner shall become liable upon the obligations of the partnership in excess of the capital contributions set forth in this agreement.

All provisions of the partnership articles not inconsistent with a limited partnership apply to the partnership after it becomes limited.

IN WITNESS WHEREOF, The parties hereto have signed this partnership agreement on the First day of May 10 1993.


Michael Paul Sloop


Gordon Donson Sloop

33-067748

2045834

State of California



SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

Bill Jones

Secretary of State

CHANGE

ONLY

01-061291



State of California

Bill Jones
Secretary of State

FILED
In the office of the Secretary of State
of the State of California

FEB 20 2001

Bill Jones
BILL JONES, Secretary of State

STATEMENT BY DOMESTIC STOCK CORPORATION

Filing Fee - Please see Information section

IMPORTANT - Read Instructions Before Completing This Form

1. CORPORATE NUMBER: 2045834

CORPORATE NAME:

SLOOP & SLOOP INCORPORATED

This Space For Filing Use Only

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE

17396 SAN PASQUAL VALLEY RD

CITY AND STATE

ESCONDIDO, CA

ZIP CODE

92027

3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY

16787 SAN PASQUAL VALLEY RD

CITY

ESCONDIDO

CA

ZIP CODE

92027

4. MAILING ADDRESS

P.O. BOX 1959

CITY AND STATE

ESCONDIDO, CA

ZIP CODE

92027

LIST THE NAMES AND COMPLETE ADDRESSES OF THE OFFICERS: (The corporation must have these three officers. An officer may hold more than one office. The appropriate title for the officer may be added but do not alter or obliterate the form).

5. CHIEF EXECUTIVE OFFICER:

GORDON SLOOP

ADDRESS

17396 SAN PASQUAL VALLEY R

CITY AND STATE

ESCONDIDO, CA

ZIP CODE

92033

6. SECRETARY:

MICHAEL SLOOP

ADDRESS

3123 RANCHO DIEGO CIR

CITY AND STATE

EL CAJON, CA

ZIP CODE

92019

7. CHIEF FINANCIAL OFFICER:

MARY F. SLOOP

ADDRESS

17396 SAN PASQUAL VALLEY R

CITY AND STATE

ESCONDIDO, CA

ZIP CODE

92033

LIST THE NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS: (The corporation must have one or more directors)

8. NAME

GORDON SLOOP

ADDRESS

17396 SAN PASQUAL VALLEY R

CITY AND STATE

ESCONDIDO, CA

ZIP CODE

92033

9. NAME

MICHAEL SLOOP

ADDRESS

3123 RANCHO DIEGO CIR

CITY AND STATE

EL CAJON, CA

ZIP CODE

92019

10. NAME

KAREN M. SLOOP

ADDRESS

3123 RANCHO DIEGO CIR

CITY AND STATE

EL CAJON, CA

ZIP CODE

92019

11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY: 0

12. CHECK THE APPROPRIATE PROVISION BELOW AND NAME THE AGENT FOR SERVICE OF PROCESS:

☒ AN INDIVIDUAL RESIDING IN CALIFORNIA.☐ A CORPORATION WHICH HAS FILED A CERTIFICATE PURSUANT TO SECTION 1505 OF THE CALIFORNIA CORPORATE CODE.

AGENT'S NAME: MICHAEL SLOOP

13. ADDRESS OF THE AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL

2123 RANCHO DIEGO CIR

CITY

EL CAJON

ZIP CODE

92019

14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

CITRUS PRODUCTION

15. I DECLARE THAT I HAVE EXAMINED THIS STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE

GORDON SLOOP

TYPE OR PRINT NAME OF SIGNING OFFICER OR AGENT

ORIGINAL SIGNATURE

CHIEF EXECUTIVE OF

TITLE

12-22-00

DATE

30-200 C (REV. 1/99)

Approved by Secretary of State

2045834

ENDORSED
FILED

In the office of the Secretary of State
of the State of California

JUL 26 1999

ARTICLES OF INCORPORATION OF SLOOP & SLOOP INCORPORATED

The undersigned, desiring to form a CORPORATION under the laws of the State of California,
declares:

BILL JONES, Secretary of State

I

NAME

II

The name of the CORPORATION is SLOOP & SLOOP INCORPORATED

PURPOSE

The purpose of the CORPORATION is to engage in any lawful act or activity for which a CORPORATION may be organized under the General CORPORATION Law of California other than banking business, the trust company business or the practice of a profession permitted to be incorporated by the California CORPORATION Code.

III

AGENT FOR SERVICE OF PROCESS

The name and address in the State of California of this Corporation's initial agent for service of process is:

JOHN ISAAC WATTS JR.

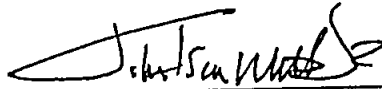
7860 MISSION CENTER COURT
SUITE 207
SAN DIEGO, CA 92108

STOCK

The CORPORATION is authorized to issue only one class of shares of stock and the total number of shares which the CORPORATION is authorized to issue in one thousand (1000) shares.

V

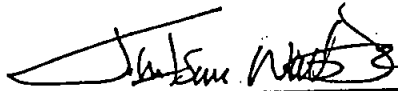
IN WITNESS WHEREOF, the undersigned has executed these Articles of In CORPORATION
the 23rd day of July.



John Isaac Watts Jr.
Incorporator

I, JOHN ISAAC WATTS JR., hereby declare that I am the person who executed the foregoing Articles of In CORPORATION which execution is my act and deed.

Executed at San Diego, California this 23rd day of
July, 1999.



John Isaac Watts Jr.



ByLaws of
SLOOP & SLOOP INCORPORATED.
A California Corporation

Article I
OFFICES

Section 1.01. Principal Office. The principal office of the Corporation is hereby fixed and located at 5638 Lake Murray Suite 157, La Mesa, CA 91942. The Board is hereby granted full power and authority to change said principal office from one location to another. Any such change shall be noted in the Bylaws by the Secretary, opposite this Section, or this Section may be amended to state the new location.

Section 1.02. Other Offices. Other business offices may at any time be established by the Board at any place or places where the Corporation is qualified to do business.

Article II
SHAREHOLDERS

Section 2.01. Place of Meetings. All annual or other meetings of Shareholders shall be held at the principal office of the Corporation or at any other place within or without the State of California that may be designated either by the Board or by the written consent of all persons entitled to vote thereat and not present at the meeting, given either before or after the meeting and filed with the Secretary of the Corporation.

Section 2.02. Annual Meetings. The annual meeting of Shareholders shall be held on theday ofof each year atprovided that should said day fall on a legal holiday, the annual meeting shall be held at the same time on the next day thereafter ensuing that is a free business day. At such meetings, directors shall be elected, reports of the affairs of the Corporation shall be considered, and any other proper business may be transacted.

Section 2.03. Notice of Meetings. Whenever Shareholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given to each Shareholder entitled to vote, either personally or by mail or by other means of written communication, charges prepaid, addressed to such Shareholder at his address appearing on the books of the Corporation or given by him to the Corporation for the purpose of notice. If any notice or report so addressed is returned to the Corporation by the United States Postal Service marked to indicate that the Postal Service is unable to deliver the notice or report to the Shareholder at such address, all future notices or reports shall be deemed to have been duly given without further mailing if the same shall be available to the Shareholder upon written demand of the Shareholder at the principal office of the Corporation for a period of one year from the date of the giving of the notice or report to all other Shareholders. If a Shareholder gives no address, notice shall be deemed to have been given him if sent by mail or other means of written communication addressed to the place where the principal office of the

Corporation is located, or if published at least once in a newspaper of general circulation in the county in which the principal office is located.

All such notices shall be sent to each Shareholder entitled thereto not less than ten (10) days nor more than sixty (60) days before the date of the meeting.

The notice of any meeting of the Shareholders shall state the place, date, and hour of the meeting and : (a) in the case of a special meeting, the general nature of the business to be transacted, and that no other business may be transacted; or (b) in the case of the annual meeting, those matters that the Board, at the time of the mailing of the notice, intends to present for action by the Shareholders, but that any proper matter may be presented at the meeting for such action; provided, however, that any Shareholder approval at a meeting, other than unanimous approval by those entitled to vote, pursuant to Section 310 (relating to contracts and transactions between the Corporation and any director or legal entity in which a director has a material financial interest), Section 902 (relating to amendment of the Articles), Section 1201 (relating to reorganizations), Section 1900 (relating to voluntary dissolution), or Section 2007 (relating to distribution plans on dissolution) of the Code shall be valid only if the general nature of the proposal so approved was stated in the notice of meeting or in any written waiver of notice. The notice of any meetings at which directors are to be elected must include the names of nominees intended at the time of the notice to be presented by management for election.

Section 2.04. Special Meetings. Special meetings of Shareholders, for the purpose of taking any action permitted by the Code and the Articles, may be called at any time by the Chairman of the Board or the President of the Board or by one or more Shareholders holding not less than ten (10) percent of the shares entitled to vote at the meeting. Upon request in writing that a special meeting of Shareholders be called for any proper purpose directed to the Chairman of the Board, President, a Vice-President, or Secretary by any person (other than the Board) entitled to call a special meeting of Shareholders, the officer to whom such request is directed shall cause notice to be given to shareholders entitled to vote that a meeting will be held at a time requested by the person or persons calling the meeting, not less than thirty-five (35) nor more than sixty (60) days after receipt of the request.

Section 2.05. Quorum. The presence in person or by proxy of a majority of the shares entitled to vote shall constitute a quorum at a meeting of Shareholders. The Shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Shareholders to leave less than a quorum if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum.

Section 2.06. Adjourned Meeting and Notice Thereof. Any Shareholders' meeting, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the shares represented either in person or by proxy, but in the absence of a quorum, no other business may be transacted at such meeting, except as provided in Section 2.05.

When any shareholders' meeting is adjourned for forty-five (45) days or more, or if after adjournment, a new record date is fixed for the adjourned meeting, notice of the adjourned meeting

shall be given as in the case of an original meeting. Except as provided above, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted thereat, other than by announcement of the time and place thereof at the meeting at which such adjournment is taken.

Section 2.07. Voting. Unless a record date for voting purposes is otherwise fixed, then, subject to the provisions of Sections 702 and 704 of the Code, only persons holding shares entitled to vote on the stock records of the Corporation at the close of business on the business day next preceding the day on which notice of the meeting is given, or, if such notice is waived, at the close of business on the business day next preceding the day on which the meeting of Shareholders is held, shall be entitled to vote at such meeting and such day shall be the record date for such meeting.

If a quorum is present, except with respect to election of directors, the affirmative vote of the majority of the shares represented at the meeting and entitled to vote on any matter shall be the act of the Shareholders, unless the vote of a greater number or voting by classes is required by the Code. Every Shareholder entitled to vote at any election for directors shall have the right to cumulate votes and give one candidate the number of votes equal to the number of directors to be elected multiplied by the number of votes to which his shares are entitled, or to distribute his vote on the same principle among as many candidates as the Shareholder shall think fit, but no Shareholder shall be entitled to cumulate votes unless the name of the candidate or candidates for whom such votes would be cast has been placed in nomination prior to the voting and the Shareholder has given notice at the meeting prior to the voting of such Shareholder's intention to cumulate his votes. The candidates receiving the highest number of votes of shares entitled to be voted for them, up to the number of directors to be elected, shall be elected. Voting for the election of directors must be by ballot if any Shareholder present at the meeting so demands before the voting commences.

Section 2.08. Validation of Deceptively Called or Noticed Meetings. The transaction of any meetings of Shareholders, however called and noticed, shall be as valid as though they had occurred at a meeting duly held after regular call and notice if: (a) a quorum is present either in person or by proxy; and (b) either before or after the meeting each of the persons entitled to vote, not present in person or by proxy, or who, though present, has at the beginning of the meeting, properly objected to the transaction of any business because the meeting was not lawfully called or convened, or to particular matters of business legally required to be included in the notice, but not so included, signs a written waiver or notice or a consent to the holding of such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 2.09. Action Without a Meeting. Any action that may be taken at any annual or special meeting of Shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted; provided, however, that directors may not be elected by written consent except by the unanimous written consent of all shares entitled to vote for the election of directors. Unless the consent of all

Notice of any Shareholder approval pursuant to Section 310 (relating to contracts or transactions between the Corporation and its directors or a legal entity in which one or more of its directors has a material financial interest), Section 317 (relating to indemnification by the Corporation of its directors, officers, employees, or agents writing out of court, administrative, or investigative proceeding), Section 1201 (relating to reorganizations), or Section 2007 (relating to distribution plans on dissolution) of the Code without a meeting and by less than unanimous written consent must be given at least ten (10) days before the consummation of the action authorized by such approval; and Section 2.03 of these Bylaws, relating to the method of giving notice, applies to the notice provided by this Section.

Any Shareholder giving a written consent, or the Shareholder's proxyholder, or a transferee of the shares or a personal representative of the Shareholder or their respective proxyholders, may revoke the consent by a written notice received by the Corporation prior to the time that written consents of the number of shares required to authorize the proposed action have been filed with the Secretary, but may not do so thereafter. Such revocation is effective upon its receipt by the Secretary.

Section 2.10. Proxies. Every person entitled to vote or execute consents shall have the right to do so either in person or by one or more agents authorized by a written proxy executed by such person or his duly authorized agent and filed with the Secretary. Any proxy duly executed is not revoked and continues in full force and effect until, (a) an instrument revoking it or a duly executed proxy bearing a later date is filed with the Secretary before the vote pursuant thereto is counted, (b) the person executing the proxy attends the meeting and votes in person, or (c) written notice of a death or incapacity of the maker of such proxy is received by the Corporation before the vote pursuant thereto is counted; provided that no such proxy shall be valid after the expiration of eleven (11) months from the date of its execution, unless the person executing it specifies therein the length of time for which such proxy is to continue in force.

Article II DIRECTORS

Section 3.01. Powers. Subject to the limitations set forth in the Code as to action required to be authorized or approved by the Shareholders, the business and affairs of the Corporation shall be managed and all corporate powers shall be exercised by and under the direction of the Board.

Section 3.02. Number of Directors

a. The number of directors of the Corporation shall be....

b. After shares have been issued, a bylaw changing a fixed number of directors or the maximum number of directors or changing from a fixed to a variable Board or vice versa may only be adopted by approval of the outstanding shares, as that term is defined in Section 152 of the Code; provided, however, that a bylaw reducing the fixed number or the maximum number of

lack of notice to such director.

Section 3.10. Quorum. A majority of the authorized number of directors constitutes a quorum of the Board for the transaction of business except as hereinafter provided.

Section 3.11. Transactions of Board. Except as otherwise provided in the Articles, in these Bylaws, or by law, every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present is the act of the Board; provided, however, that any meeting at which a quorum was initially present may continue to transact business notwithstanding the withdrawal of directors if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 3.12. Adjournment. A majority of the directors present at any meeting, whether or not a quorum is present, may adjourn the meeting to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of the adjournment to another time or place must be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Section 3.13. Conduct of Meetings. The Chairman of the Board, or if there is no such officer, the President, or in his absence, any director selected by the directors present, shall preside at meetings of the Board. The Secretary of the Corporation, or in the Secretary's absence, any person appointed by the presiding officer, shall act as Secretary of the Board.

Section 3.14. Action Without a Meeting. Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents must be filed with the minutes of the proceedings of the Board. Action by written consent has the same force and effect as a unanimous vote of the directors.

Section 3.15. Compensation. Directors shall receive such compensation for their services and reimbursements for their expenses as shall be determined from time to time by resolution of the Board.

Section 3.16. Indemnification. The Corporation has the power to indemnify any person who is or was a director, officer, employee, or other agent of this Corporation or of its predecessor, or is or was serving as such of another Corporation, partnership, joint venture, trust, or other enterprise, at the request of this Corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative, as provided in Section 317 of the Code, as that Section now exists or may hereafter from time to time be amended to provide.

Section 3.17. Board Committees. The Board may, by resolution adopted by a majority of the authorized number of directors, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the Board. The Board may designate one or more directors as

alternate members of any committee, who may replace any absent member at any meeting of the committee.

Any such committee, to the extent provided in the Board resolution or in these Bylaws, shall have all the authority of the Board, except with respect to those matters specified in Section 311 of the Code.

Section 3.18. Transactions With the Corporation.

a. No contract or other transaction between the Corporation and one or more of its directors, or between the Corporation and any Corporation, firm, or association in which one or more of the directors of this Corporation has a material financial interest, is either void or violable because such director or directors of such other Corporation, firm, or association are parties or because such director or directors are present at meeting of the Board or Board committee that authorizes, approves, or ratifies the contract or transaction, if:

1. The material facts as to the transaction and as to the director's interest are fully disclosed or known to the Shareholders and such contract or transaction is approved by the Shareholders, as that term is defined in Section 153 of the Code in good faith, with the shares owned by the interested director or directors not being entitled to vote thereon; or

2. The material facts as to the transaction and as to such director's interest are fully disclosed or known to the Board or Board committee and The Board or Board committee authorizes, approves, or ratifies the contract or transaction in good faith by a vote sufficient without counting the vote of the interested director or directors and the contract or transaction is just and reasonable as to the Corporation at the time it is authorized, approved, or ratified: or

3. As to contracts or transactions not approved as provided in clauses (1) and (2) of this Paragraph (a), the person asserting the validity of the contract or transaction sustains the burden of proving that the contract or transaction was just and reasonable as to the Corporation at the time it was authorized, approved, or ratified.

A mere common directorship does not constitute a material financial interest within the meaning of the above provisions. Nor is a director interested, within the meaning of the above provisions, in a resolution fixing the compensation of another director as a director, officer, or employee of the Corporation, notwithstanding the fact that the first director is also receiving compensation from the Corporation.

b. No contract or other transaction between the Corporation and any Corporation or association of which one or more of the directors of this Corporation are directors is either void or violable because such director or directors are present at the Board or Board committee meeting that authorizes, approves, or ratifies the contract or transaction, if:

1. The material facts as to the transaction and as to such director's interest are fully disclosed or known to the Board or Board committee, and the Board or Board committee authorizes,

approves, or ratifies the contract or transaction in good faith by a vote sufficient without counting the vote of the common director or directors or the contract or transaction is approved by the Shareholders, as that term is defined in Section 153 of the Code, in good faith; or

2. As to contracts or transactions not approved as provided in clause (1) of this Paragraph (b), the contract or transaction is just and reasonable as to the Corporation at the time it is authorized, approved or ratified.

This provision does not apply to contracts or transactions covered by Paragraph (a) of this Section 3.18.

c. Interested or common directors may be counted in determining the presence of a quorum at a meeting of the Board or Board committee that authorizes, approves, or ratifies a contract or transaction.

Article IV OFFICERS

Section 4.01. Officers. The officers of the Corporation shall consist of a President, a Vice-President, a Secretary, and a Treasurer. The Corporation may also have, at the discretion of the Board, a Chairman of the Board, one or more additional Vice-Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be appointed in accordance with these Bylaws. Any Vice-President, Assistant Secretary, or Assistant Treasurer, respectively, may exercise any of the powers of the President, the Secretary, or the Treasurer, respectively, as directed by the Board and shall perform such other duties as are imposed upon him by these Bylaws or the Board.

Section 4.02. Terms of Office and Compensation. The term of office and salary of each of the officers and the manner and time of the payment of such salaries shall be fixed and determined by the Board and may be altered by the Board at its pleasure.

Section 4.03. Subordinate Officers. The Board may appoint, and may empower the President to appoint, such other officers as the business of the Corporation may require, each of whom shall hold office for such period and have such authority and perform such duties as are provided in these Bylaws or as the Board may determine.

Section 4.04. Removal and Resignation. Any officer may be removed, either with or without cause, by the Board at any regular or special meeting thereof, or, except in case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by this Board subject, in each case, to any rights of such officer under any contract of employment.

Any officer may resign at any time by giving written notice to the Board, or the President, or the Secretary of the Corporation, without prejudice, however, to any rights of the Corporation under any contract to which such officer is a party. Any such resignation shall take effect on the date of

the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

Section 4.05. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to such office.

Section 4.06. Chairman of the Board. The Chairman of the Board, if there be such an officer, shall, if present, preside at all meetings of the Board and shall exercise and perform such other powers and duties as may be assigned to him by the Board or prescribed by law or these Bylaws.

Section 4.07. President. Subject to such supervisory powers as may be given by the Board to the Chairman of the Board, if there be such an officer, the President shall be the chief executive officer of the Corporation and shall, subject to the control of the Board, have general powers of supervision, direction, and control of the business and officers of the Corporation. The President shall preside at all meetings of the Shareholders and, if there is no Chairman of the Board, at all meetings of the Board. The President shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

Section 4.08. Vice-President. In case of the absence, disability, or death of the President, the Vice-Presidents in order of their rank as fixed by the Board, or, if not ranked, the Vice-President designated by the Board, shall perform all the duties of the President; and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall have such other powers and perform such other duties as from time to time may be prescribed by the Board or these Bylaws.

Section 4.09. Secretary. The Secretary shall record or cause to be recorded, and shall keep or cause to be kept, at the principal executive office and such other place as the Board may direct, a book of minutes of action taken at all meetings of directors and Shareholders, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, the names of those present at directors' meetings, the number of shares present or represented at Shareholders' meetings, and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal executive office or at the office of the Corporation's transfer agent, a share register, or a duplicate share register, showing the names of the Shareholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for the same, and the number and date of cancellation of every certificate surrendered for cancellation.

The Secretary shall give, or cause to be given, notice of all the meetings of the Shareholders and of the Board required by the Code, the Articles, or these Bylaws. The Secretary shall give, or cause to be given, notice of all the meetings of the Shareholders and of the Board required by the Code, the Articles, or these Bylaws. The Secretary shall keep the seal of the Corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

Section 4.10. Treasurer. The Treasurer shall be the chief financial officer of the Corporation and shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties, business transactions, and assets and liabilities of the Corporation. The books of account shall at all reasonable times be open to inspection by any director.

The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board. He shall disburse the funds of the Corporation as may be ordered by the Board, shall render to the President and directors, whenever they request it, an account of all of his transactions as Treasurer and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board, the President, or these Bylaws.

Article V ISSUANCE AND TRANSFER OF SHARES

Section 5.01. Certificates for Shares. Certificates for shares of stock of the Corporation shall be in the form required by law and approved by the Board. Every certificate for shares issued by the Corporation must be signed by the President or a Vice-President and the Secretary, or must be authenticated by facsimiles of the signatures of the President and Secretary, or by a facsimile of the President's signature and the written signature of the Secretary.

Section 5.02. Replacement of Certificates. No new certificates shall be issued until the former certificate for the share represented thereby shall have been surrendered and canceled, except in the case of a lost, stolen, or destroyed certificate. In this latter case, the Corporation must, if so requested by the shareholder, issue a new certificate, provided it has received no notice that the certificate has been acquired by a bona fide purchaser, but it may require the giving of a bond or other adequate security sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft, or destruction of the certificate or the issuance of the new certificate.

Section 5.03. Transfer of Shares. Subject to any limitations set forth on the certificates, shares of the Corporation may be transferred via endorsement by the signature of the owner, his authorized agent, attorney, or legal representative, and the delivery of the certificate. However, such transfer is not valid, except as to the parties thereto, until the same is so entered on the books of the Corporation so as to show the names of the parties by whom and to whom transferred, the number of the certificate, and the number and designation of the shares and the date of the transfer, and until the old certificate is surrendered to the Corporation and canceled.

Article VI
CORPORATE RECORDS AND REPORTS

Section 6.01. Keeping Records. The Corporation shall keep adequate and correct books and records of account and shall keep minutes of the proceedings of its Shareholders, Board, and Board committees, and shall keep at its principal office, or at the office of its transfer agent or registrar, a record of its Shareholders, giving the names and addresses of all Shareholders and the number and class of shares held by each. The minutes must be kept in written form. The other books and records shall be kept either in written form or in any other form capable of being converted into written form. Any Shareholder and each director shall have the absolute right to inspect the books and records of the Corporation at any reasonable time.

Section 6.02. Waiver of Annual Report. So long as this Corporation has less than one hundred (100) holders of record of its shares, determined as provided in Section 605 of the Code, no annual report shall be sent to Shareholders or be required.

Article VII
MISCELLANEOUS

Section 7.01. Adoption, Amendment, or Repeal of Bylaws by Shareholders. These Bylaws may, from time to time and at any time, be amended or repealed, and new or additional bylaws adopted, by approval of the outstanding shares of the Corporation, as that term is defined in Section 152 of the Code; provided, however, that such bylaws may not contain any provision in conflict with law or with the Articles and, provided further, that a bylaw reducing the fixed minimum of the number of directors to a number less than five (5) can only be adopted in the manner set forth in Section 3.02(b) hereof.

Section 7.02. Adoption, Amendment, or Repeal of Bylaws by Directors. Subject to the right of the outstanding shares to adopt, amend, or repeal bylaws and to any restrictions imposed by the Articles, these Bylaws may, from time to time and at any time, be amended or repealed, and new or additional Bylaws adopted, by approval of the Board; provided, however, that such bylaws may not contain any provision in conflict with law or with the Articles and , provided further, that after shares are issued any bylaws changing the number of directors or changing to a fixed Board may be adopted only by approval of the outstanding shares.

Section 7.03. Definitions.

a. **Code.** As used herein, all references to the "Code" are references to the California Corporations Code.

b. **Articles.** As used herein, all references to the "Articles" are references to the Articles of Incorporation of.....

c. Board. As used herein, all references to the "Board" are references to the Board of Directors of

CERTIFICATE OF SECRETARY

1. That I am the duly elected and acting Secretary; and
2. That the foregoing Bylaws, comprisingpages, constitute the Bylaws of said Corporation as duly adopted on.....

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Corporation this
day of.....

.....
Secretary