

F00000001395



ACCOUNT NO. : 072100000032

REFERENCE : 622291 4144A

AUTHORIZATION : *Patricia D L*

COST LIMIT : \$ 78.75

ORDER DATE : March 13, 2000

ORDER TIME : 10:34 AM

ORDER NO. : 622291-015

CUSTOMER NO: 4144A

100003171031--1

CUSTOMER: Felicia Hickey, Legal Asst
Holland & Knight
Suite 3000
701 Brickell Avenue
Miami, FL 33131

ARTICLES OF MERGER

WESTPORT YACHT SALES, INC.

INTO

WESTPORT SHIPYARD, INC.

***** FILE 2ND ***** PLEASE RUSH

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

G. COULLIETTE MAR 15 2000

CONTACT PERSON: *Enika Carlson*
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

EXAMINER'S INITIALS: _____

00 MAR 15 AM 11:25

RECEIVED

FILED
00 MAR 15 PM 2:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

WESTPORT YACHT SALES, INC., a Florida corporation, P97000010223

INTO

WESTPORT SHIPYARD, INC., a Washington entity, F00000001395

File date: March 15, 2000

Corporate Specialist: Cheryl Coulliette

Account number: 072100000032

Account charged: 78.75

ARTICLES OF MERGER OF WESTPORT SHIPYARD, INC.
AND
WESTPORT YACHT SALES, INC.

FILED
MAR 15 PM 2:24
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

THE UNDERSIGNED corporations, pursuant to the Revised Code of Washington 23B.11.050, hereby execute in duplicate the following Articles of Merger:

1. A copy of the Plan of Merger adopted and executed by the parties is attached hereto as Exhibit A and incorporated herein by this reference.

2. The merger and the Plan of Merger whereby Westport Yacht Sales, Inc. merged into Westport Shipyard, Inc. was duly approved by the Shareholders of each corporation pursuant to the provisions and requirements of RCW 23B.11.030.

DATED: March 14, 2000.

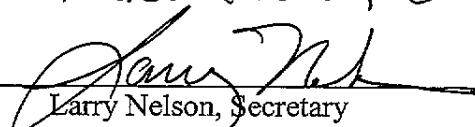
WESTPORT SHIPYARD, INC.

By


Daryl Wakefield, President

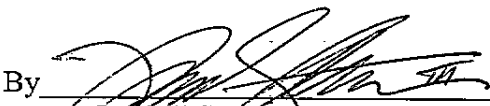
Richard Rust, Executive VP

By


Larry Nelson, Secretary

WESTPORT YACHT SALES, INC.

By


Russell S. Preston III, President

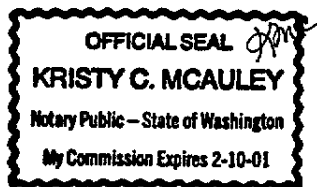
By


Richard Rust, Secretary

STATE OF WASHINGTON)
SS
GRAYS HARBOR COUNTY)

Rust On this 14th day of March, 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ~~DARYL~~ Richard WAKEFIELD and LARRY NELSON, to me known to be the ~~President~~ Executive VP and Secretary, respectively, of WESTPORT SHIPYARD, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

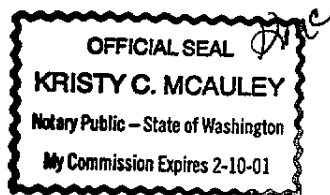


Kristy C. McAuley
NOTARY PUBLIC in and for the State of
Washington residing at *Grayland*

STATE OF WASHINGTON)
SS
GRAYS HARBOR COUNTY)

On this 14th day of March, 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RUSSELL PRESTON and RICHARD RUST to me known to be the President and Secretary respectively of WESTPORT YACHT SALES, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Kristy C. McAuley
NOTARY PUBLIC in and for the State of
Washington residing at *Grayland*

PLAN OF MERGER

THIS PLAN OF MERGER (the "Plan") is entered into by and between WESTPORT SHIPYARD, INC., a Washington corporation, hereinafter referred to as "Shipyard" or "Surviving Corporation", and WESTPORT YACHT SALES, INC., a Florida corporation, hereinafter referred to as "Yacht Sales," (said corporations being herein sometimes referred to as the "Constituent Corporations").

WHEREAS, Shipyard's authorized capitalization consists of 30,000 shares of common stock, without par value, of which 17,512 shares have been issued. The registered owners of said shares so issued as of March 15, 2000, are as follows:

Randolph J. Rust	5,820 shares
Richard J. Rust	5,820 shares
J. Orin Edson	5,820 shares
Larry Nelson	50 shares
Russell Preston III	2 shares
Total	17,512 shares

WHEREAS, Yacht Sales' authorized capitalization consists of 800,000 shares of common stock of the par value of \$1.00 per share, of which 400,000 shares have been issued. The registered owners of said shares so issued as of March 15, 2000, are as follows:

Richard J. Rust	100,000 shares
J. Orin Edson	100,000 shares
Russell Preston III	200,000 shares
Total	400,000 shares

WHEREAS, the Board of Directors of each of the Constituent Corporations deem it advisable and in the best interest of said corporations and the stockholders of each, that such corporations merge under and pursuant to RCW 23B.11.010 et seq., and the respective Boards of Directors have by resolution duly adopted and unanimously approved this Plan.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. PLAN OF MERGER. The parties hereto agree that in accordance with the provisions of RCW 23B.11.010, et seq., Yacht Sales shall be merged with and into Shipyard with Shipyard constituting the surviving corporation, and that the terms and conditions of such

merger, the mode of carrying the merger into effect, the manner and basis of converting the stock of Yacht Sales into stock of Shipyard's, and the other provisions with respect to the merger deemed necessary or desirable, shall be as hereinafter set forth.

2. CONTINUATION OF SHIPYARD. Except as specifically set forth herein, the corporate existence of Shipyard with all its purposes, powers, and objects, shall continue unaffected and unimpaired by the merger. The corporate identity and existence, together with all the rights, privileges, immunities, powers and franchises of Yacht Sales, both of a public and private nature, and all property, real, personal and mixed, and all debts due on whatever account, and all other things or choses in action belonging to it, and all and every other interest shall be taken and deemed to be transferred to and to vest, and shall be vested, in Shipyard as of the Effective Date of the merger (the "Effective Date") without further act or deed and as effectively as they were formerly vested in Yacht Sales.

3. OBLIGATIONS OF YACHT SALES. Shipyard, the Surviving Corporation, shall from and after the Effective Date be responsible and liable for all of the liabilities and obligations of Yacht Sales. All rights of creditors and all liens upon the property of Yacht Sales shall be preserved unimpaired, and any claim, action or proceeding, pending or existing, by or against Yacht Sales, may be prosecuted as if such merger had not taken place, or Shipyard may be substituted in the place of Yacht Sales.

4. EFFECT OF MERGER. Shipyard, the Surviving Corporation, shall be governed by the laws of the State of Washington. The separate existence and corporate organization of Yacht Sales shall cease as of the Effective Date and thereupon Yacht Sales shall merge into Shipyard and shall be continued with Shipyard as a single corporation. Upon the Effective Date, the Articles of Incorporation and Bylaws of Shipyard shall be the Articles of Incorporation and Bylaws of the Surviving Corporation until the same shall thereafter be altered, amended or repealed in accordance with law, and said Articles and Bylaws.

5. CONTINGENT UPON SHAREHOLDERS' APPROVAL. The effectiveness of the merger provided for herein is conditioned upon the approval of the merger by both the shareholders of Shipyard and the shareholders of Yacht Sales. After such approval, the Articles of Merger shall be filed in the manner provided by RCW 23B.11.050 and as provided by the statutes of the State of Florida.

6. EFFECTIVE DATE. The Effective Date shall be the date on which the Secretary of State for the State of Washington shall issue a Certificate of Merger in connection with the merger provided for herein.

7. DIRECTORS OF SHIPYARD. As of the Effective Date, the number of directors of Shipyard, the Surviving Corporation, shall be five (5) in number, and the members of the Board of Directors of the Surviving Corporation, who shall hold office from the Effective Date of the merger until the next ensuing annual meeting of shareholders, until their successors are duly elected, chosen or appointed, and qualify, and their post office addresses shall be as follows:

Daryl Wakefield
P. O. Box 308
Westport, WA 98595

Jack R. Thompson
P. O. Box 1500
Aberdeen, WA 98520

Russell S. Preston III
2957 State Road 84
Fort Lauderdale, FL 33312

Richard J. Rust
P. O. Box 308
Westport, WA 98595

Larry D. Nelson
P. O. Box 2041
Westport, WA 98595

8. OFFICERS OF SHIPYARD. As of the Effective Date, the officers of Shipyard who shall hold office from the Effective Date of the merger and until their successors are duly elected, chosen or appointed, and qualify, and their post office addresses shall be as follows:

Daryl Wakefield
President
P. O. Box 308
Westport, WA 98595

Larry Nelson
Secretary-Treasurer
P. O. Box 308
Westport, WA 98595

Russell S. Preston III
Chairman of Board of Directors
P. O. Box 308
Westport, WA 98595

Richard J. Rust
Executive Vice President
P. O. Box 308
Westport, WA 98595

Larry D. Nelson
Executive Vice President
P. O. Box 2041
Westport, WA 98595

Richard J. Rust
Secretary of Board of Directors
P. O. Box 308
Westport, WA 98595

Richard Holiber
Vice President Sales
P.O. Box 308
Westport, WA 98595

9. VACANCY OF BOARD. If on the Effective Date a vacancy shall exist or have existed in such Board of Directors in any of such offices of Shipyard specified above, such vacancy may be filled in the manner provided by law and the Bylaws of Shipyard.

10. EXISTING STOCK OF SHIPYARD. As of the Effective Date, all shares of common stock of Shipyard issued prior thereto shall remain unaffected by the merger provided for herein.

11. CONVERSION OF YACHT SALES STOCK TO SHIPYARD STOCK. The manner and basis for converting shares of common stock of Yacht Sales into shares of Shipyard stock shall be as follows: All existing shares of Yacht Sales shall be surrendered and shall be cancelled and Shipyard shall .0075 shares of its common stock for each share of Yacht Sales.

12. REPRESENTATIONS OF PRESENT OUTSTANDING STOCK. Yacht Sales represents and warrants that its shares are held as follows as of March 15, 2000:

Richard J. Rust
J. Orin Edson

100,000 shares
100,000 shares

Russell Preston III	200,000 shares
Total	400,000 shares

Shipyard represents and warrants that its shares are held as follows as of March 15, 2000:

Randolph J. Rust	5,820 shares
Richard J. Rust	5,820 shares
J. Orin Edson	5,820 shares
Larry Nelson	50 shares
Russell Preston III	2 shares
Total	17,512 shares

Shipyard represents and warrants that it is committed to issue additional shares of its stock as follows:

- (1) To Russell Preston III up to and including 358 shares of stock pursuant to a Stock Option and Agreement dated May 13, 1999, between Shipyard and Russell Preston III; and
- (2) To Larry Nelson up to and including 310 shares of stock pursuant to a Stock Option and Agreement dated December 17, 1998, between Shipyard and Larry Nelson

13. EARLY TERMINATION. This Agreement may be terminated and the merger abandoned at any time prior to the Effective Date by mutual action to that effect by the Board of Directors of both of the Constituent Corporations, in their discretion.

14. ADDITIONAL DOCUMENTATION. Each of the Constituent Corporations shall take or cause to be taken all actions or do or cause to be done, all things necessary or advisable and proper under all applicable laws to consummate and make effective the merger. If at any time, after the Effective Date the Surviving Corporation shall consider or be advised that any further deeds, assignments or assurances in law or any other things are necessary or desirable to vest, perfect or confirm, or record or otherwise, in the Surviving Corporation, the title to any property or rights of Yacht Sales acquired or to be acquired by reason of, or as a result of, the merger, the proper officers and directors of Yacht Sales shall and will execute and deliver for and on behalf of such corporation all such proper deeds, assignments and assurances in law and shall do all other things necessary and proper to vest, perfect, or confirm, title to such property or rights in the Surviving Corporation and otherwise to carry out the purpose of this Agreement, and the proper officers and directors of the Surviving Corporation are hereby fully authorized in the name of such Constituent Corporation or otherwise to take any and all such action.

15. INTERPRETATION. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

16. ENTIRE AGREEMENT. This Agreement embodies the entire understanding of the parties with respect to the subject matter hereof and may not be modified except in writing duly executed by each of the parties hereto. No waiver of any rights hereunder shall be effective unless in writing and duly executed by the waiving party.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, through the undersigned officers of the parties who are duly authorized thereto, on March 14, 2000.

WESTPORT SHIPYARD, INC.

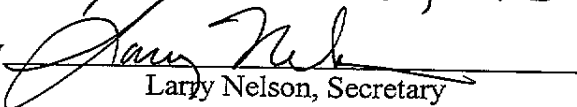
By



Daryl Wakefield, President

Richard Rust, Executive V.P.

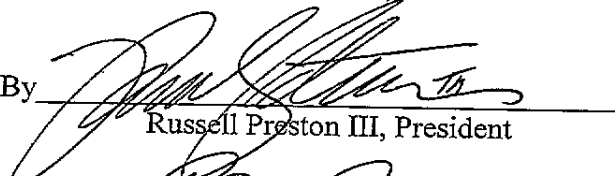
By



Larry Nelson, Secretary

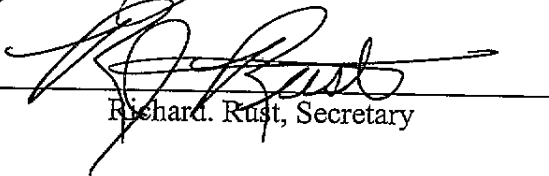
WESTPORT YACHT SALES, INC.

By



Russell Preston III, President

By



Richard Rust, Secretary

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March 14, 2000 March 13, 2000