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CT Corporation System
660 East Jefferson Street
Tallahassee, FL 32301
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Attn: Jeff Netherton

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CORPORATION(S) NAME

Trident Shipworks Incorporated

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<input type="checkbox"/> Nonprofit		
<input type="checkbox"/> Foreign	<input type="checkbox"/> Dissolution/Withdrawal	<input type="checkbox"/> Mark
	<input type="checkbox"/> Reinstatement	
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Annual Report	<input type="checkbox"/> Other
<input type="checkbox"/> LLC	<input type="checkbox"/> Name Registration	<input type="checkbox"/> Change of RA
	<input type="checkbox"/> Fictitious Name	<input type="checkbox"/> UCC
<input type="checkbox"/> Certified Copy	<input type="checkbox"/> Photocopies	<input type="checkbox"/> CUS
<input type="checkbox"/> Call When Ready	<input type="checkbox"/> Call If Problem	<input type="checkbox"/> After 4:30
<input checked="" type="checkbox"/> Walk In	<input type="checkbox"/> Will Wait	<input checked="" type="checkbox"/> Pick Up
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Examiner _____
Updater _____
Verifier _____
Acknowledgement _____
W.P. Verifier _____

06/23/00

*Amend
6-23-00
PWS*

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00 JUN 23 AM 10:38
TALLAHASSEE, FLORIDA
DIVISION OF CORPORATIONS
DEPARTMENT OF STATE

FILED
TALLAHASSEE, FLORIDA
DEPARTMENT OF STATE

00 JUN 23 PM 1:20

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
TRIDENT SHIPWORKS INCORPORATED**

FILED

00 JUN 23 PM 1:20

CLERK OF STATE
TALLAHASSEE, FLORIDA

Section 607.1006, Florida Statutes

On February 3, 1999, Trident Shipworks Incorporated (the "Corporation") filed a petition for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Middle District of Florida, Tampa Division, (In Re: Trident Shipworks Incorporated, Case No. 99-01544-8P1), and on May 4, 2000, an Amended Second Restated Creditor's Plan of Reorganization (the "Plan") was filed in such Court and such Plan was confirmed by such Court on May 22, 2000. A copy of the Court's Order confirming such Plan (the "Confirmation Order") is attached hereto. The United States Bankruptcy Court for the Middle District of Florida, Tampa Division, has jurisdiction pursuant to 28 U.S.C. §§ 1334 and 157(a) and 157(b)(2).

Pursuant to the provisions of §§ 607.1006 and 607.1008, Florida Statutes, and 11 U.S.C. §1142, this for profit Florida corporation adopts the following articles of amendment to its articles of incorporation:

FIRST: Amendment adopted: Article III

Article III of the Articles of Incorporation of the Corporation shall be amended and restated in its entirety as follows:

"That upon the filing of these Articles of Amendment of Articles of Incorporation of the Corporation (the "Effective Date"), each share of Common Stock and Preferred Stock (and any options, warrants or other rights to acquire such stock) outstanding and held of record by each stockholder of the Corporation (including treasury shares) prior to and as of the Effective Date shall be deemed cancelled and void and shall cease to represent shares of capital stock of the Corporation."

"From and after the Effective Date, the total number of shares of stock which the Corporation shall have authority to issue pursuant to the Plan is one hundred (100) shares of Common Stock with a par value of One Cent (\$.01) per share. That no additional common, preferred or other capital stock of the Corporation shall be issued without unanimous director consent"

The foregoing amendment is implemented, pursuant to the Confirmation Order (paragraph 3, page 11). The foregoing amendment's adoption date is June 6, 2000, the Effective Date of the Plan.

In accordance with §607.1006 of the Florida Statutes, the foregoing amendment was adopted without shareholder approval.

SECOND: Amendment adopted: Article VI

Article VI of the Articles of Incorporation of the Corporation shall be amended and restated in its entirety as follows:

"From and after the Effective Date, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation managed under the direction of its Board of Directors, subject to any limitation set forth in these Articles of Incorporation. This Corporation shall have two directors. The names and street addresses of the members of the Board of Directors are:

Richard J. Egan,

403 Alexander Palm Road
Boca Raton, Florida 33432

Herbert F. Postma, Jr.

336 Coconut Palm Road
Boca Raton, Florida 33432"

The foregoing amendment is implemented, pursuant to the Confirmation Order (paragraph 3, page 11). The foregoing amendment's adoption date is June 6, 2000, the Effective Date of the Plan.


In accordance with §607.1006 of the Florida Statutes, the foregoing amendment was adopted without shareholder approval.

The foregoing amendment was adopted without shareholder approval.

IN WITNESS WHEREOF, said Trident Shipworks Incorporated has caused these Articles of Amendment to be signed by Herbert F. Postma, its President and CEO, this 14th day of June, 2000.

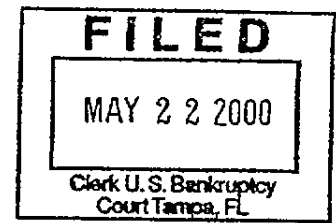
TRIDENT SHIPWORKS INCORPORATED

By:


Herbert F. Postma
President and CEO

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UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION



IN RE:

TRIDENT SHIPWORKS, INC.

CASE NO. 99-1544-8P1

Debtor.

**ORDER CONFIRMING AMENDED SECOND RESTATED CREDITOR'S
PLAN OF REORGANIZATION FILED BY WESTSHIP, INC.**

On May 18, 2000 and May 19, 2000 hearings were held in the above-entitled case before the undersigned United States Bankruptcy Judge ("Confirmation Hearing") in connection with confirmation of Westship, Inc.'s Amended Second Restated Creditor's Plan of Reorganization ("Creditor's Plan"). All terms not specifically defined in this Order shall have the meaning attributed to them in the Creditor's Plan or if not defined in the Creditor's Plan as such term is defined in 11 U.S.C. § 101.

Appearing at the hearing, Roberta A. Colton of Trenam, Kemker, Scharf, Barkin, Frye, O'Neill & Mullis, attorneys for Westship, Inc., Don Stichter, attorney for the Debtor, William Kelleher for the Estate of E.M. Lynn, Jordi Gusó for NASSA Two, Eric Brunstad and John Olson for debis Financial, Anthony Battaglia and Howard Ross for Trident Yacht Building Partnership, Charles Dale for Richard Egan, Benjamin Lambers for the United States Trustee, Noel Boeke for Sea Quest, and other parties in interest.

Having reviewed and considered the Creditor's Plan; the Disclosure Statement to the Creditor's Plan (the "Disclosure Statement"), the various offers of proof, stipulations and agreements incorporated into the Creditor's Plan and/or read into the record at the hearing on Confirmation of the Creditor's Plan; oral modifications to the Creditor's Plan and

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such motions considered by the Court in connection with the confirmation of the Creditor's Plan; the Ballots cast accepting and rejecting the Plan; ballot summaries filed in conjunction with confirmation of the Plan; the affidavit and proffers of evidence made by Westship, Inc., which were not objected to or contested; having considered the arguments of counsel and the entire record and proceedings in the case; the Court makes the following findings of fact and conclusions of law regarding confirmation of the Creditor's Plan;

FINDINGS OF FACT

1. Creditor's Plan complies with all of the requirements of Chapter 11 of Title 11 of the United States Code for plan confirmation.
2. Westship, Inc. has complied with the applicable provisions of Title 11 of the United States Code.
3. The Creditor's Plan has been proposed in good faith and not by any means forbidden by law.
4. Westship, Inc. has complied with all of the provisions of 11 U.S.C. § 1129(a).
5. All of the impaired classes of claims and interests have accepted the Creditor's Plan by more than a majority in number and more than two-thirds in dollar amount, except Class 6.
6. The Creditor's Plan is in the best interests of the creditors of Debtor. Creditors, including unsecured creditors, will receive more under the Creditor's Plan than they would under Chapter 7 of Title 11.

7. The Creditor's Plan is feasible. There will be sufficient monies in the Plan Fund to pay on the Effective Date all administrative expenses. In addition to the \$2.0 million to be paid for the new stock to be issued by the Reorganized Debtor, the testimony reflects that additional working capital of at least \$2.25 million will be made available to permit the Reorganized Debtor to continue its operations. The full \$4.25 million has been placed in escrow. In addition, the Reorganized Debtor will continue its current business operations and complete construction of those vessels currently on its business premises, on a time and material basis.

8. Notwithstanding anything to the contrary in the Creditor's Plan or the Disclosure Statement, confirmation of the Creditor's Plan does not contemplate, is not intended to and shall not waive, release, discharge, prejudice, impair, or otherwise adversely affect in any way the obligations of Westship, Inc. or Herbert Postma, individually or jointly and severally, to the Estate of Eugene M. Lynn or its successors and assigns.

9. Notwithstanding § 9.2 of the Creditor's Plan, nothing in the Creditor's Plan is intended to waive, release, or discharge any obligations or claims unrelated to the confirmation and implementation of the Creditor's Plan.

10. The Creditor's Plan was modified in open court with respect to the treatment of Class 4(A) and Class 4(B) as follows"

a. Class 4 (A): Class 4(A) consists of the Secured Claim of debis Financial Services, Inc. having a security interest in Vessel No. 009, a yacht under construction. As a result of debis' Security Agreement, UCC filings, and certain orders of the Court, the interest of the Debtor, if any, in Project 009 is subject to debis' security

interest and lien rights. To the extent that the Allowed Amount of debis' Secured Claim is less than the amount of its Claim, debis shall have an Unsecured Claim for the difference in Class 7. debis' claims and rights with respect to Vessel No. 009, and the allowed amount of its Secured Claim, shall be as determined by Final Order. To the extent that debis' Secured Claim is an oversecured claim, debis shall be entitled to recover interest, costs, and attorneys' fees as provided in section 506(b) of the Bankruptcy Code. Pending a determination by Final Order of the amount of debis' Secured Claim, the Distribution Agent shall reserve for debis' benefit from any distribution made from the plan Fund on account of Claims in Class 7 the amount of debis' pro rata share of such distribution as if the full amount of debis' Claim had been allowed as a Claim in Class 7. To the extent that any portion of debis' Claim shall be determined by Final Order to constitute an allowed Unsecured Claim, debis shall receive a distribution on account of such amount from the Plan Fund reserve, and from any subsequent distributions made from the Plan Fund after the entry of the Final Order determining the allowed amount of debis' Unsecured Claim. To the extent that the reserved amount exceeds debis' pro rata share on account of its Unsecured Claim (if any), the excess shall be distributed to all claimants on account of their Allowed Claims in Class 7, including debis. Any other provision of the Plan or the Confirmation Order to the contrary notwithstanding, confirmation of the Creditor's Plan shall not discharge any nondebtor party from any obligation that such party may have under any guaranty of the Debtor's obligations to debis. Nothing in the Creditor's Plan or the Confirmation Order shall alter or impair the terms and provisions of a certain Preliminary Injunction and Order Granting Adequate Protection to debis Financial Services,

Inc. entered on or about May 16, 2000 in the Reorganization Case and adversary proceeding No. 00-00131. debis' claim in Class 4(A) is unimpaired.

b. Class 4(B): Class 4(B) consists of the Secured Claim of Nassa Two having a security interest in Vessel No. 009, a yacht under construction. The Debtor has no financial obligation to this creditor, though as a result of the Security Agreement and UCC-1, any interest of the Debtor in Project 009 is subject to the security interest. The interest of this creditor in and to that asset shall remain undisturbed and shall flow through the bankruptcy upon the same terms and conditions. The Reorganized Debtor takes no position with respect to the value or the equity within the assets.

As a result of Nassa's Security Agreement, UCC filings, and certain orders of the Court, the interest of the Debtor in Project 009 is subject to Nassa's security interest and lien rights. To the extent that the Allowed Amount of Nassa's Secured Claim is less than the amount of its Claim, Nassa shall have an Unsecured Claim for the difference in Class 7. Nassa's claims and rights with respect to Vessel No. 009, and the allowed amount of its Secured Claim, shall be as determined by Final Order. To the extent that Nassa's Secured Claim is an oversecured claim, Nassa shall be entitled to recover interest, costs, and attorneys' fees as provided in section 506(b) of the Bankruptcy Code. Pending a determination by Final Order of the amount of Nassa's Secured Claim, the Disbursing Agent shall reserve for Nassa benefit from any distribution made from the Plan Fund on account of Claims in Class 7 the amount of Nassa pro rata share of such distribution as if the full amount of Nassa's Claim had been allowed as a Claim in Class 7. To the extent that any portion of Nassa's Claim shall be determined by Final Order to constitute an allowed Unsecured Claim, Nassa shall receive a distribution on account of such amount

from the Plan Fund reserve, and from any subsequent distributions made from the Plan Fund after the entry of the Final Order determining the allowed amount of Nassa's Unsecured Claim. To the extent that the reserved amount exceeds Nassa's pro rata share on account of its Unsecured Claim (if any), the excess shall be distributed to all claimants on account of their Allowed Claims in Class 7, including Nassa. Any other provision of the Creditor's Plan or the Confirmation Order to the contrary notwithstanding, confirmation of the Creditor's Plan shall not discharge any nondebtor party from any obligation that such party may have under any guaranty of the Debtor's obligations to Nassa. Nothing in the Creditor's Plan or the Confirmation Order shall alter or impair the terms and provisions of a certain Preliminary Injunction and Order Granting Adequate Protection to debis Financial Services, Inc. entered on or about May 16, 2000 in the Reorganization Case and adversary proceeding No. 00-00131. Nassa's claim in Class 4(B) is unimpaired.

11. All known holders of Claims against and Interests in the Debtor, and all other Persons entitled to notice, were provided timely and proper notice in accordance with the Bankruptcy Code, the Bankruptcy Rules, and all scheduling orders regarding the hearing to consider Confirmation of the Creditor's Plan pursuant to Section 1128 of the Bankruptcy Code and the Disclosure Statement and the approval of the transfers, compromises, and requests to reject unexpired leases and executory contracts as contemplated by the Creditor's Plan.

12. Prior to distributing the Creditor's Plan to creditors and interested parties, the Creditor's Plan was modified so that the stock of the Reorganized Debtor will be held by Westship World Yacht, LLC or Richard Egan and Herbert Postma individually. This is a non-material modification which has no impact on any creditor.

13. The Reorganized Debtor will be bound by all Court Orders relating to the assumption of the leases with Trident Yacht Building Partnership, including the Syncrolift sublease and related obligations, all of which were assumed during the Chapter 11 proceeding by separate orders of the Court.

14. The Creditor's Plan and Disclosure Statement were transmitted to all parties in interest entitled to vote on the Creditor's Plan.

15. The Claims in each of the classes are substantially similar to the other Claims in each of such classes and no credible evidence to the contrary was presented.

16. The classification of claims was not done to control or gerrymander the vote in those classes. No evidence was presented that the classification of Claims in the Creditor's Plan was done to gerrymander or control the vote of claim holders in any way.

17. The classification of claims complies with all applicable requirements of the Bankruptcy Code and the Bankruptcy Rules.

18. Westship, Inc. has complied with all applicable provisions of the Bankruptcy Code.

19. Westship, Inc. and the officers, directors, partners, members or agents, and each professional, attorney, accountant, or other professional employed by any of them have acted in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including, without limitation, 11 U.S.C. § 1125.

20. No evidence was presented that the Creditor's Plan was not proposed in good faith under 11 U.S.C. § 1129(a)(3). The Creditor's Plan has been proposed for a legitimate and honest purpose, in good faith and not by any means forbidden by law in compliance with 11 U.S.C. Section 1129(a)(3).

21. The identity and affiliations of any individual proposed to serve, after Confirmation of the Creditor's Plan, as an officer or director under the Creditor's Plan, have been fully disclosed; and the appointment to, or continuance in, such office of each such individual is consistent with interests of holders of Claims against and Interests in each of the Debtors and with public policy.

22. No rates of the Reorganized Debtor are subject to the approval of any governmental regulatory commission.

23. The Creditor's Plan provides for the treatment of the Administrative and Priority Claims in the manner required by 11 U.S.C. § 1129(a)(9).

24. At least one class of claims that is impaired under the Creditor's Plan has accepted the Creditor's Plan, by a majority in number and more than two-thirds in dollar amount.

25. Westship, Inc. has the ability to make the payments required under the Plan.

26. There are no retiree benefits, as that term is defined in 11 U.S.C. § 1129(a)(13), maintained or established by the Debtor, and the Debtor has no obligation with respect to any such benefits.

27. The Creditor's Plan does not discriminate unfairly, and is fair and equitable, with respect to each class of claims or interests that is impaired under, and has not accepted, the Creditor's Plan.

28. The principal purpose of the Creditor's Plan is not the avoidance of taxes or the avoidance of the application of Section 5 of the Securities Act of 1933 (15 U.S.C.

§ 77(e). There has been no objection by any governmental unit asserting such a claim with respect to the Creditor's Plan.

29. The Creditor's Plan satisfies all the mandatory requirements of 11 U.S.C. § 1123(a). Additional provisions contained in the Creditor's Plan are consistent with permissive plan provisions authorized by 11 U.S.C. § 1123(b).

30. Each of the conditions to Confirmation contained in the Creditor's Plan have been met or waived.

31. Rejection of those unexpired leases and executory contracts of the Debtor described in § 6.4 of the Creditor's Plan is in the best interests of the Debtor, the estate, and the holders of claims against or interests in the Debtor.

32. The findings and rulings announced in open Court at the confirmation hearings are incorporated herein.

33. Such of the subsequent Conclusions of Law as are deemed to be Findings of Fact are hereby adopted as Findings of Fact.

CONCLUSIONS OF LAW

34. Such of the foregoing Findings of Fact as are deemed to be Conclusions of Law are hereby adopted as Conclusions of Law.

35. This Court has jurisdiction over all matters provided in the Creditor's Plan, pursuant to 28 U.S.C. §§ 1334 and 157(a). All matters in connection with the Creditor's Plan and Confirmation are core proceedings under 28 U.S.C. § 157(b)(2).

36. Based on the evidence presented, the absence of any persuasive countervailing evidence, and the Findings of Fact set forth above, all of the provisions of 11 U.S.C. §§ 1129 (a) and (b) have been satisfied.

37. All modifications to the Creditor's Plan filed and announced in open Court satisfy the requirements of 11 U.S.C. § 1127. The modifications meet the requirements of 11 U.S.C. §§ 1122 and 1123 and the plan proponent has complied with 11 U.S.C. § 1125.

38. Pursuant to 11 U.S.C. § 1146(c), the issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer pursuant to the Creditor's Plan may not be taxed under any law imposing a stamp tax or similar tax.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED and DECREED AS FOLLOWS:

1. The Creditor's Plan as modified is in all respects hereby confirmed and approved in accordance with Section 1129 of the Bankruptcy Code, subject only to a consideration of a motion to cram down the sole Class 6 creditor.

2. All objections to confirmation, including without limitation, the objections filed by Trident Shipworks, Inc., Trident Yacht Building Partnership, Syncrolift, Inc., the Estate of E.M. Lynn and debis Financial are overruled or were waived either in open court or by failure of the objecting party to appear at the confirmation hearing.

3. As of the Effective Date, all interests of the Debtor's shareholder in the Debtor shall be deemed canceled, annulled and of no future effect. To the extent necessary, the Debtor is directed to cancel its stock and to reissue common stock as set forth in the Creditor's Plan.

4. Pending the Effective Date, one or more representatives of Westship, Inc. are authorized to be present on the Debtor's premises and have access and control of the Debtor's books and records, including all accounting records. Credit cards in the name of the Debtor may be canceled and no payments are to be made other than in the ordinary course of business during this period of transition.

5. To the extent any inconsistencies exist among this Order and the Creditor's Plan, the terms of this Order and the findings herein shall control over the Creditor's Plan.

6. Except as otherwise provided in any provision of the Creditor's Plan, agreements entered into in connection therewith, or the Confirmation Order, on the Effective Date all property of the Debtor's estate shall vest in the Reorganized Debtor, free and clear of all claims, liens, encumbrances, and other interests of any entities. The Reorganized Debtor may thereafter use, acquire, and dispose of property without the supervision or approval by the Bankruptcy Court, free of any restrictions of the Bankruptcy Code, the Bankruptcy Rules and the guidelines and requirements of the Office of the

United States Trustee for the Middle District of Florida, other than those restrictions expressly imposed by the Creditor's Plan or this Confirmation Order.

7. The Debtor is directed to take all actions, and execute all documents reasonably necessary to consummate the Creditor's Plan.

8. The appointment of Larry Hyman as the Disbursing Agent is hereby approved. The Disbursing Agent's duties and compensation for the Disbursing Agent shall be as provided in the Creditor's Plan. As long as the Disbursing Agent makes the payments set forth in the Creditor's Plan and this Order no one shall be deemed to be in default as the result of any obligation, note or agreement entered into with the Debtor as an obligor.

9. The provisions of the Creditor's Plan on the Effective Date shall be enforceable in accordance with their respective terms against, and shall bind the Reorganized Debtor, any Holder of a Claim against or interest in the Reorganized Debtor, including, in each case, all successors and assigns of any of the foregoing persons, whether or not the Claim or Interest is impaired under the Creditor's Plan and whether or not such Holder has accepted the Creditor's Plan.

10. Except as otherwise provided in any provision of the Creditor's Plan or this Order, on the Effective Date, the Disbursing Agent is authorized to perform all of the functions provided for him in the Creditor's Plan and in this Order.

11. The requirements of the Creditor's Plan are binding upon and govern the acts of, and are enforceable against all Persons including, without limitation, Creditors, all holders of Claims, Administrative Claims and Interests, all filing agents or officers, title agents or companies, recorders, registrars, administrative agencies, governmental units

and departments, agencies or officials thereof, secretaries of state, and all other Persons who may be required by law, the duties of their office, or contract to accept, file, register, record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the assets of the Debtor.

12. In consideration of the classifications, distributions and other benefits provided under the Creditor's Plan, the provisions of the Creditor's Plan and the agreements read into the record at the Confirmation Hearing constitute a good faith resolution of all claims or controversies pursuant to the Creditor's Plan.

13. Except as otherwise provided in the Creditor's Plan, in this or any prior order of this Bankruptcy Court, or in any contract, instrument, release, or other agreement or document entered into in connection with the Creditor's Plan or the Reorganization Case, each executory contract or unexpired lease of the Debtor that is not or has not previously been assumed by order of this Bankruptcy Court or is not assumed pursuant to this Order is hereby rejected as of the Effective Date.

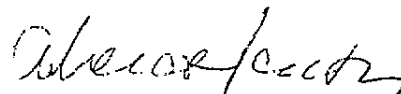
14. Any individual or entity wishing to seek an administrative expense claim against the estate, including any administrative claim relating to breach of an executory contract, must file the claim with the clerk of the court within thirty (30) days of the date of this Order or the claim shall be forever barred.

15. The Debtor's discharge, as described in the Creditor's Plan and as set forth in 11 U.S.C. § 1141(d)(1), shall be effective thirty (30) days following the Effective Date.

16. This Court hereby retains jurisdiction as set forth in Article 10 of the Creditor's Plan and to hear such other matters as are necessary to enforce this Order or

the Plan, and to consider any objections to claims, preference actions, fraudulent conveyance actions or any other claims or causes of action of the estate.

DONE AND ORDERED in Tampa, Florida on MAY 22 2000, 2000.



ALEXANDER L. PASKAY
CHIEF BANKRUPTCY JUDGE EMERITUS

cc: Roberta A. Colton, Esquire
Don M. Stichter, Esquire
United States Trustee
Debtor
Counsel for Westship, Inc. shall serve this
Order on all Parties in Interest

I certify the foregoing to be true
and correct copy of the original.
CARL R. STEWART, CLERK
U.S. BANKRUPTCY COURT

By Russ J.
Deputy Clerk

I CERTIFY THAT THIS ORDER WAS SERVED BY He.
~~U.S. MAIL TO~~ Trenam, Kemker,
ATTORNEY FOR DEBTOR, FOR SERVICE TO BE
EFFECTED UPON THE PARTIES LISTED ON
5-22-00 (Date)
By Deputy Clerk dlb