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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
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DATE: 01-13-05

NAME: OASIS TREE FARM, INC

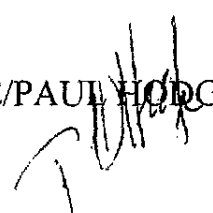
TYPE OF FILING: DISSOLUTION

COST: \$35

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ACCOUNT: FCA000000015

AUTHORIZATION: ABBIE/PAUL HODGE



**ARTICLES OF DISSOLUTION
OF
OASIS TREE FARM, INC.**

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TALLAHASSEE, FLORIDA

Pursuant to section 607.1403, Florida Statutes, this Florida profit corporation submits the following articles of dissolution:

ARTICLE I

The name of the corporation as currently filed with the Department of State is Oasis Tree Farm, Inc.

ARTICLE II

The dissolution was authorized on January 15, 2004.

ARTICLE III

Dissolution was approved by the sole shareholder.

DATED this 30 day of DECEMBER, 2004.

OASIS TREE FARM, INC., a Florida
corporation

By: VE

Name: TASO KALAPOUTIS

Its: DIRECTOR

**WRITTEN CONSENT OF THE
SOLE DIRECTOR OF
OASIS TREE FARM, INC.**

The undersigned, being the sole Director of Oasis Tree Farm, Inc., (the "Company"), does hereby waive the requirements of notice and meeting and hereby consent to and adopt the following actions and resolutions in lieu of a meeting:

Plan of Liquidation and Dissolution

WHEREAS, the sole Director of the Corporation deems it advisable and in the best interests of the Corporation and its sole shareholder that the Corporation be liquidated and subsequently dissolved and has approved and determined that this Plan of Liquidation and Dissolution of Oasis Tree Farm, Inc. (this "Plan") is advisable and in the best interests of the creditors and the sole shareholder of the Corporation;

WHEREAS, the sole Director has directed that this Plan be submitted to the sole shareholder of the Corporation for its approval or rejection as soon as advisable in accordance with the requirements of the Florida Business Corporation Act (the "FBCA"), the Corporation's Articles of Incorporation (the "Articles of Incorporation") and the Corporation's bylaws (the "Bylaws"); and

WHEREAS, the sole Director, upon substantial completion of the liquidation of the Corporation's properties and assets or such earlier time as determined in its discretion, will voluntarily dissolve the Corporation in accordance with the FBCA and the Internal Revenue Code of 1986, as amended (the "Code"), upon the terms and conditions set forth in the Plan.

NOW, THEREFORE BE IT RESOLVED, that the undersigned does hereby consent to, ratify, adopt and approve the Plan, in the form attached hereto as Exhibit A.

RESOLVED, FURTHER, that this Plan be submitted to the sole shareholder of the Corporation for its approval or rejection as soon as advisable in accordance with the requirements of the FBCA, the Articles of Incorporation and the Bylaws; and

RESOLVED, FURTHER, that the sole Director, upon substantial completion of the liquidation of the Corporation's properties and assets or such earlier time as determined in its discretion, will voluntarily dissolve the Corporation in accordance with the FBCA and the Code, upon the terms and conditions set forth in the Plan.

Assignment of Partnership Interest and Admittance of Substitute General Partner

WHEREAS, the Company is the limited partner of Oasis-Pelican, Limited (the "Partnership");


WHEREAS, Pelican Lake Tree Farms, Inc. ("Pelican") owns a 49.5% general partnership interest in the Partnership ("Interest") and pursuant to the liquidation and dissolution of Pelican, Pelican desires to transfer (the "Transfer") to Pelican Acquisition, LLC ("Pelican LLC") its Interest and substitute Pelican LLC as the general partner of the Partnership.

NOW, THEREFORE, BE IT RESOLVED, that the sole director of the Company hereby consents to the Transfer and accepts Pelican LLC as the substituted general partner of the Partnership; and

Miscellaneous

RESOLVED, FURTHER, that the officers of the Company be, and they hereby are, authorized and directed to execute and file any and all further instruments, and to do and perform any and all such other acts and things as may be necessary or proper to carry out the purposes and intent of the foregoing resolutions.

IN WITNESS WHEREOF, the undersigned sole Director has executed this written consent, effective as of the 15th day of January, 2004.



Taso Kalapoutis

EXHIBIT A
Plan of Liquidation and Dissolution

**PLAN OF LIQUIDATION AND DISSOLUTION
OF
OASIS TREE FARM, INC.**

I. EFFECTIVE DATE OF PLAN.

The Plan shall become effective as of the date (the "Effective Date") on which the sole shareholder of the Corporation approves this Plan in accordance with the requirements of the FBCA.

II. CESSATION OF BUSINESS ACTIVITIES.

This Plan is intended to be a complete plan of liquidation and dissolution. After the Effective Date, the Corporation shall not engage in any business activities except for the purpose of preserving the value of its assets, prosecuting and defending suits by or against the Corporation, adjusting and winding up its business and affairs, selling and liquidating its properties and assets and making distributions to the sole shareholder in accordance with this Plan. The director in office on the Effective Date shall continue in office solely for these purposes and as otherwise provided in this Plan.

III. LIQUIDATION OF ASSETS.

Prior to the date the Articles of Dissolution (as defined in Article VI below) are accepted by the Secretary of the State of Florida (the "Secretary of State") and the Corporation is dissolved, as provided for in Article VI below (the "Dissolution Date"), the Corporation shall transfer the Corporation's property and assets to Oasis Acquisition, LLC without any further vote or action by the Corporation's sole shareholder.

Following the Dissolution Date, any assets remaining available for distribution to the holder of the Common Stock (as defined below) shall be distributed only in accordance with the provisions of the FBCA.

IV. PAYMENT OF DEBTS.

The Corporation has no debts or obligations.

V. NOTICE OF CORPORATE DISSOLUTION.

As soon as practicable after the Effective Date, as determined by the sole Director in his sole discretion, or as otherwise required by the FBCA, the Corporation shall file a Notice of Corporate Dissolution with the Secretary of State of Florida in accordance with the FBCA.

VI. ARTICLES OF DISSOLUTION.

Once the liquidation of the Corporation's property and assets is substantially completed

(as determined by the sole Director in his sole discretion) or such earlier time as the sole Director determines, in his discretion, to be appropriate, the officers of the Corporation shall execute and cause to be filed with the Secretary of State, and elsewhere as may be required or deemed appropriate, such documents as may be required to effectuate the dissolution of the Corporation, including Articles of Dissolution conforming to the requirements of Section 1403 of the FBCA (the "Articles of Dissolution"). From and after the date such documents are accepted by the Secretary of State, the Corporation will be deemed to be completely dissolved, but will continue to exist under Florida law for the purposes of paying, satisfying and discharging any existing debts or obligations, collecting and distributing its assets, and doing all other acts required to liquidate and wind up the Corporation's business affairs. The sole Director in office at the time the Articles of Dissolution are accepted for filing by the Secretary of State shall have all powers provided to them under the FBCA and other applicable law.

VII. POWERS OF SOLE DIRECTOR AND OFFICERS.

The sole Director of the Corporation is authorized to approve such changes to the terms of any of the transactions referred to herein, to interpret any of the provisions of this Plan, and to make, execute and deliver such other agreements, conveyances, assignments, transfers, certificates and other documents and take such other action as the sole Director of the Corporation deem necessary or desirable in order to carry out the provisions of this Plan and effect the complete liquidation and dissolution of the Corporation in accordance with the Code and the FBCA and any rules and regulations of the SEC or any state securities commission, including, without limitation, any instruments of dissolution or other documents, and withdrawing any qualification to conduct business in any state in which the Corporation is so qualified, as well as the preparation and filing of any tax returns.

VIII. CANCELLATION OF STOCK.

The distributions to the Corporation's sole shareholder pursuant to this Plan, if any, shall be in complete redemption and cancellation of all of the outstanding Common Stock.

IX. INDEMNIFICATION.

The Corporation shall continue to indemnify its officers, directors, employees and agents in accordance with its Articles of Incorporation, bylaws and any contractual arrangements as therein or elsewhere provided, and such indemnification shall apply to acts or omissions of such persons in connection with the implementation of this Plan and the winding up of the affairs of the Corporation. The sole Director is authorized to obtain and maintain insurance as may be necessary to cover the Corporation's indemnification obligations.

X. COSTS.

The Corporation is authorized, empowered and directed to pay all consulting, brokerage, agency, legal, accounting, professional, printing and other fees, costs and expenses for services rendered to the Corporation in connection with the preparation, adoption and implementation of this Plan.

XI. AMENDMENT, MODIFICATION AND TERMINATION.

Notwithstanding authorization or consent to this Plan and the transactions contemplated hereby by the Corporation's sole shareholder, the sole Director may modify, amend or abandon this Plan and the transactions contemplated hereby without further action by the Corporation's sole shareholder to the extent permitted by the FBCA.

**WRITTEN CONSENT OF THE SOLE SHAREHOLDER OF
OASIS TREE FARM, INC.**

Pursuant to Section 704 of the Florida Business Corporation Act (the "FBCA"), the undersigned, being the holder of all of the issued and outstanding shares of the capital stock of Oasis Tree Farm, Inc., a Florida corporation (the "Corporation"), does hereby waive notice of a meeting and does hereby approve, adopt and ratify the following actions and resolutions without the necessity of a meeting:

WHEREAS, the sole Director has advised the undersigned that it believes that it will be in the best interest of the Corporation and the sole stockholder of the Corporation that the Corporation be liquidated and subsequently dissolved, and the sole Director has approved and determined that the Plan of Liquidation and Dissolution of Oasis Tree Farm, Inc. (the "Plan") is advisable and in the best interests of the creditors and the sole stockholder of the Corporation, and has unanimously approved the same.

NOW, THEREFORE, BE IT RESOLVED, that the undersigned does hereby consent to, ratify, adopt and approve the Plan, in the form attached hereto as Exhibit A.

RESOLVED, FURTHER, that the proper officers of the Corporation be, and they hereby are, authorized and directed to pay all such fees and taxes and to do or cause to be done such other acts and things as they may deem necessary or proper in order to carry out the liquidation and dissolution of the Corporation pursuant to the Plan.

RESOLVED, FURTHER, that the officers and the sole Director of the Corporation be, and they hereby are, authorized to take, or cause to be taken, any and all actions which they deem necessary or desirable to carry out the purpose and intent of the foregoing resolutions, and to make, execute and deliver, or cause to be made, executed and delivered, all agreements, undertakings, documents, or instruments in the name, and on behalf of, the Corporation as they may deem necessary or desirable in connection therewith.

RESOLVED, FURTHER, that any and all actions taken in good faith by the officers and the sole Director of the Corporation prior to the date hereof on behalf of the Corporation and in furtherance of the transactions contemplated by the foregoing resolutions be, and they hereby are, in all respects ratified, confirmed, and approved by the Corporation as its own act and deed, and shall be conclusively deemed to be such corporate act and deed for all purposes.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent, in one or more counterparts, each of which shall constitute an original and all of which when taken together shall constitute one instrument, effective on and as of the 15th day of January, 2004.

OASIS ACQUISITION, LLC

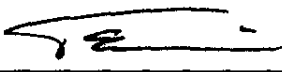
By: 
Taso Kalapoutis
Manager

EXHIBIT A
Plan of Liquidation and Dissolution

**PLAN OF LIQUIDATION AND DISSOLUTION
OF
OASIS TREE FARM, INC.**

I. EFFECTIVE DATE OF PLAN.

The Plan shall become effective as of the date (the "Effective Date") on which the sole shareholder of the Corporation approves this Plan in accordance with the requirements of the FBCA.

II. CESSATION OF BUSINESS ACTIVITIES.

This Plan is intended to be a complete plan of liquidation and dissolution. After the Effective Date, the Corporation shall not engage in any business activities except for the purpose of preserving the value of its assets, prosecuting and defending suits by or against the Corporation, adjusting and winding up its business and affairs, selling and liquidating its properties and assets and making distributions to the sole shareholder in accordance with this Plan. The director in office on the Effective Date shall continue in office solely for these purposes and as otherwise provided in this Plan.

III. LIQUIDATION OF ASSETS.

Prior to the date the Articles of Dissolution (as defined in Article VI below) are accepted by the Secretary of the State of Florida (the "Secretary of State") and the Corporation is dissolved, as provided for in Article VI below (the "Dissolution Date"), the Corporation shall transfer the Corporation's property and assets to Oasis Acquisition, LLC without any further vote or action by the Corporation's sole shareholder.

Following the Dissolution Date, any assets remaining available for distribution to the holder of the Common Stock (as defined below) shall be distributed only in accordance with the provisions of the FBCA.

IV. PAYMENT OF DEBTS.

The Corporation has no debts or obligations.

V. NOTICE OF CORPORATE DISSOLUTION.

As soon as practicable after the Effective Date, as determined by the sole Director in his sole discretion, or as otherwise required by the FBCA, the Corporation shall file a Notice of Corporate Dissolution with the Secretary of State of Florida in accordance with the FBCA.

VI. ARTICLES OF DISSOLUTION.

Once the liquidation of the Corporation's property and assets is substantially completed

(as determined by the sole Director in his sole discretion) or such earlier time as the sole Director determines, in his discretion, to be appropriate, the officers of the Corporation shall execute and cause to be filed with the Secretary of State, and elsewhere as may be required or deemed appropriate, such documents as may be required to effectuate the dissolution of the Corporation, including Articles of Dissolution conforming to the requirements of Section 1403 of the FBCA (the "Articles of Dissolution"). From and after the date such documents are accepted by the Secretary of State, the Corporation will be deemed to be completely dissolved, but will continue to exist under Florida law for the purposes of paying, satisfying and discharging any existing debts or obligations, collecting and distributing its assets, and doing all other acts required to liquidate and wind up the Corporation's business affairs. The sole Director in office at the time the Articles of Dissolution are accepted for filing by the Secretary of State shall have all powers provided to them under the FBCA and other applicable law.

VII. POWERS OF SOLE DIRECTOR AND OFFICERS.

The sole Director of the Corporation is authorized to approve such changes to the terms of any of the transactions referred to herein, to interpret any of the provisions of this Plan, and to make, execute and deliver such other agreements, conveyances, assignments, transfers, certificates and other documents and take such other action as the sole Director of the Corporation deem necessary or desirable in order to carry out the provisions of this Plan and effect the complete liquidation and dissolution of the Corporation in accordance with the Code and the FBCA and any rules and regulations of the SEC or any state securities commission, including, without limitation, any instruments of dissolution or other documents, and withdrawing any qualification to conduct business in any state in which the Corporation is so qualified, as well as the preparation and filing of any tax returns.

VIII. CANCELLATION OF STOCK.

The distributions to the Corporation's sole shareholder pursuant to this Plan, if any, shall be in complete redemption and cancellation of all of the outstanding Common Stock.

IX. INDEMNIFICATION.

The Corporation shall continue to indemnify its officers, directors, employees and agents in accordance with its Articles of Incorporation, bylaws and any contractual arrangements as therein or elsewhere provided, and such indemnification shall apply to acts or omissions of such persons in connection with the implementation of this Plan and the winding up of the affairs of the Corporation. The sole Director is authorized to obtain and maintain insurance as may be necessary to cover the Corporation's indemnification obligations.

X. COSTS.

The Corporation is authorized, empowered and directed to pay all consulting, brokerage, agency, legal, accounting, professional, printing and other fees, costs and expenses for services rendered to the Corporation in connection with the preparation, adoption and implementation of this Plan.

XI. AMENDMENT, MODIFICATION AND TERMINATION.

Notwithstanding authorization or consent to this Plan and the transactions contemplated hereby by the Corporation's sole shareholder, the sole Director may modify, amend or abandon this Plan and the transactions contemplated hereby without further action by the Corporation's sole shareholder to the extent permitted by the FBCA.