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DIVISION OF CORPORATIONS

CAPITAL CONNECTION

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MERGER OR SHARE EXCHANGE

CENTIRE INTERNATIONAL, INC.

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*merger
cc
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CAPITAL CONNECTION

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Florida NO. 4757 P. 2
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February 20, 2008

FLORIDA DEPARTMENT OF STATE
Division of Corporations

PINE SPRINGS ENERGY INC.
334 S. HYDE PARK AVENUE
SUITE 555
TAMPA, FL 33606

SUBJECT: PINE SPRINGS ENERGY INC.
REF: P07000101457

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

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Irene Albritton
Regulatory Specialist II

Letter Number: 708A00010828

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2008 FEB 21 AM 8:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>CENTIRE INTERNATIONAL, INC.</u>	<u>Nevada</u>	<u></u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>PINE SPRINGS ENERGY, INC.</u>	<u>Florida</u>	<u>P07000101457</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on December 31, 2007.

The Plan of Merger was adopted by the board of directors of the surviving corporation on and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on December 31, 2007.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on and shareholder approval was not required.

(Attach additional sheets if necessary)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

08 FEB 20 PM 2:14

Typed or Printed Name of Individual & Title

Michael J. Morry President

Mark E. Pena - Director

AGREEMENT AND PLAN OF MERGER

of
PINE SPRINGS ENERGY INC.
(a Florida corporation)
With and Into

CENTIRE INTERNATIONAL CORPORATION (a Nevada corporation)

AGREEMENT AND PLAN OF MERGER, entered into as of December 31, 2007, by and between CENTIRE INTERNATIONAL CORPORATION., a Nevada corporation (hereinafter called 'CENTIRE'), and a majority of Directors thereof and PINE SPRINGS ENERGY, INC., a Florida corporation (hereinafter called 'PINE SPRINGS') and a majority of the Directors thereof:

W I T N E S S E T H:

WHEREAS, CENTIRE is a corporation duly organized and existing under the laws of the State of Nevada; and

WHEREAS, CENTIRE's authorized capital stock consists of 75,000,000,000 shares of Common Stock, with a par value of \$0.0001 per share ("CENTIRE COMMON STOCK"); and

WHEREAS, PINE SPRINGS is a corporation duly organized and existing under the laws of the State of Florida, and having authorized capital stock of 500,000,000 shares of Common Stock, 500,000,000 of which shares of Common Stock are issued and outstanding; and

WHEREAS, the Board of Directors of CENTIRE and PINE SPRINGS (such corporations being hereinafter sometimes collectively called the 'constituent corporations') by at least a majority vote of each thereof, deem it advisable and for the benefit of their respective constituent corporations that PINE SPRINGS be merged into CENTIRE under the terms and conditions hereinafter set forth, and said Boards of Directors have approved this Agreement and Plan of Merger (hereinafter called 'this Agreement');

NOW, THEREFORE, CENTIRE and PINE SPRINGS having agreed that, pursuant to the applicable statutes of Nevada and Florida and subject to the conditions hereinafter set forth, PINE SPRINGS shall be merged into CENTIRE, which shall be the surviving corporation, and that the plan, terms, and conditions of such merger (hereinafter called the 'merger') shall be as follows:

ARTICLE I
Transfers

At the completion of the merger, as defined in Article V hereof, PINE SPRINGS shall be merged into CENTIRE and the separate existence of PINE SPRINGS shall cease (except insofar as it may be continued by statute or in order to carry out the purposes of this Agreement) and CENTIRE, as the surviving corporation, shall continue to exist by virtue of and shall be governed by the laws of Nevada with its present name until modified by the new Board.

At the time of the merger CENTIRE shall, without further act or deed, own and possess all the property of every description, real, personal, and mixed, of PINE SPRINGS, as provided by the Business Corporation Act of the State of Nevada and the controlling laws of the State of Florida. Also as provided by those laws, all rights of creditors and of any persons dealing with the constituent corporations and all liens upon any property of the constituent corporations shall be preserved unimpaired by the merger, and all debts, liabilities, obligations, and duties of PINE SPRINGS shall thenceforth attach to CENTIRE and may be enforced against it to the same extent as if the same had been incurred by it.

ARTICLE II
Conversion of Shares

The manner and basis of converting the shares of PINE SPRINGS into shares of the surviving corporation at the time of the merger, including shares of PINE SPRINGS Common Stock issuable upon conversion or exercise of debentures, warrants, options, plans, and agreements presently outstanding, shall be as follows:

(a) 60 million shares of PINE SPRINGS Common Stock shall be converted into and become 60 million shares of Common Stock, par value \$0.0001 per share, of CENTIRE.

(b) Each outstanding privilege or right to purchase shares of PINE SPRINGS Common Stock shall, after the time of the merger, represent the right to purchase one-twentieth (1/20) of a share of CENTIRE Common Stock. The exercise price of each such privilege or right shall remain unchanged by reason of the merger.

(c) After the merger, each outstanding certificate representing shares of PINE SPRINGS Common Stock shall be redeemed to the surviving entity, which will destroy said certificates as part of the dissolution of the non-surviving entity.

(d) No fractional shares of CENTIRE Common Stock will be issued in connection with the Merger. Holders of Common Stock of PINE SPRINGS who would be eligible to receive fractional shares of CENTIRE Common Stock shall have such shares rounded up to the next nearest whole share of CENTIRE Common Stock.

ARTICLE III Board of Directors

1. The number of Directors of CENTIRE upon the merger becoming effective shall be not more than five. The names of such Directors, to serve until the next annual meeting of CENTIRE to be held after the time of merger, shall be as follows:

- | | |
|-------------------|---------------------|
| 1. JOSEPH E. ABDO | 2. MARK E. PENA |
| 3. LEE SEGAL | 4. RUSSELL HILBOURN |

2. If, at the time of merger, a vacancy shall exist in the Board of Directors of CENTIRE, as set forth above, by reason of the death or inability to act of any such Director, such vacancy shall be filled in the manner provided in the Bylaws of the surviving entity.

3. The officers of PINE SPRINGS at the time of merger shall be the officers of CENTIRE after the merger, to hold office in accordance with the Bylaws of CENTIRE.

4. The Articles of Incorporation and Bylaws of CENTIRE shall continue to be the Articles of Incorporation and Bylaws of CENTIRE after the merger, until the same shall be altered or amended.

ARTICLE IV Shareholder Vote

As soon as practicable and prior to the execution of this merger, CENTIRE shall hold a meeting of its stockholders for the purpose of considering and acting upon this Agreement and any other matters necessary and proper to carry out the transactions contemplated by this Agreement. If after voting at such meeting (including adjourned sessions) less than a majority of the shares of CENTIRE Common Stock entitled to be voted thereon have been effectively voted in the affirmative for this Agreement and for such other matters, if any, all in the manner satisfactory to such constituent corporations, this Agreement shall cease to be binding on either CENTIRE or PINE SPRINGS.

ARTICLE V Effectuation of Merger

Subject to the provisions hereof, as soon as practicable after the adoption of this Agreement and the other shareholder action contemplated by Article IV hereof, the further procedures to effectuate the merger, specified by the Business Corporation Act of the State of Nevada and the controlling laws of the State of Florida to make the merger effective under Nevada and Florida law shall be carried out and the merger shall become effective at, and the "time of merger," shall mean for the purposes of this agreement, the time when all procedures required to make the merger effective shall have been completed.

ARTICLE VI Abandonment

This Agreement may be abandoned by appropriate mutual action taken by the Boards of Directors of the constituent corporations at any time prior to the time of the merger.

ARTICLE VII Plan of Reorganization

This Agreement constitutes a Plan of Reorganization to be carried out in the manner, on the terms, and subject to the conditions herein set forth.

ARTICLE VIII Listing of Shares

As promptly as practicable, PINE SPRINGS shall cause all shares of its Common Stock which will be outstanding when the merger becomes effective, and all shares of its Common Stock which may be issued thereafter pursuant to CENTIRE's conversion, warrant, option, or purchase privileges and rights presently outstanding, to be listed, subject to notice of issuance, on the American Stock Exchange and registered under the Securities Exchange Act of 1934.

ARTICLE IX Rights of Others

Except as otherwise provided in this Agreement, nothing herein expressed or implied is intended, or shall be construed, to confer upon or to give any person, firm, or corporation, other than CENTIRE and PINE SPRINGS and their respective security holders, any rights or remedies under or by reason of this Agreement.

ARTICLE X Further Action

From time to time as and when requested by PINE SPRINGS, or by its successors or assigns, CENTIRE shall execute and deliver such documents and other instruments, and take or cause to be taken such further action, as shall be necessary to vest or perfect in or to confirm of record or otherwise to PINE SPRINGS title to, and possession of, all the properties, interests, rights, privileges, powers, and franchises of CENTIRE or otherwise to carry out the purposes of this Agreement.

ARTICLE XI Amendments

At any time before the Effective Time, this Merger Agreement may be amended, modified or supplemented by the Boards of Directors of the Constituent Corporations, notwithstanding approval of this Merger Agreement by the stockholders of the Constituent Corporations; provided, however, that any amendment made subsequent to the adoption of this Merger Agreement by the Board of Directors of CENTIRE or PINE SPRINGS shall not: (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or upon conversion of any shares of Common Stock of PINE SPRINGS; (ii) alter or change any of the terms of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger; or (iii) alter or change any of the terms or conditions of this Merger Agreement if such alteration or change would adversely affect the holders of any shares of

Common Stock of CENTIRE or PINE SPRINGS.

ARTICLE XII

Tax Free Reorganization

The Merger is intended to be a tax-free plan of reorganization within the meaning of Section 368(a) (1) (F) of the Code.

ARTICLE XIII

Governing Law

This Merger Agreement shall be governed by and construed under the internal laws of the State of Nevada, without reference to the principles of conflicts of law or choice of laws, except to the extent that the laws of the State of Florida would apply in matters relating to the internal affairs of CENTIRE and the Merger.

ARTICLE XIV

Counterparts

This Agreement may be executed in one or more counterparts, and each such counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

ARTICLE XV

BYLAWS

The parties expressly agree that immediately upon completion of this merger, the current By-Laws of Pine Springs shall replace and survive as the By-Laws of the surviving entity.

ARTICLE XVI

CONDITIONS PRECEDENT

No term, provision, agreement or obligation contained in this agreement to bind constituent corporation, party, or individual, shall be effective or binding unless the following conditions, warranties and representations are first completed, satisfied or true:

- a) Any and all individuals representing their status as a holder of majority of shares, holder of an office, or member of a Board of Directors, shall in fact hold said status.
- b) CENTIRE warrants and represents that it is not a party to any civil, criminal or administrative agency proceeding, inquiry, cause of action, lawsuit, in any State or territory of the US, Canada, South America, Africa, Europe or Asia.
- c) CENTIRE warrants and represents that it has no claims, judgments, convertible debt or debts outstanding against it from any party, individual or entity whatsoever.
- d) CENTIRE warrants and represents that no options, warrants, privileges or springing or convertible rights to acquire any shares of its stock exist in

favor of any individual or entity and that the 75 million shares outstanding represents the entire and true share figure.

e) BOTH Parties represent that they are duly formed corporations authorized to operate in their respective states. PINE SPRINGS warrants and represents that it in fact holds all legal rights title and interests free of encumbrances to all of its assets to be transferred to the surviving entity, including, but not limited to strategic alliance contracts with Dunbar & Metcalf, paid up oil and drilling lease on the Fitzgerald Property in the State of Utah, seismic and geological reports and surveys on the Dellahany, Sitar and Fitzgerald properties, Bank of America checking account, auditable financial documents and records.

f) PINE SPRINGS warrants and represents that no options, warrants, privileges or springing or convertible rights to acquire any shares of its stock exist in favor of any individual or entity and that the 500 million shares outstanding represents the entire and true share figure.

g) PINE SPRINGS warrants and represents that it has no claims, judgments, convertible debt or debts outstanding against it from any party, individual or entity whatsoever.

h) PINE SPRINGS warrants and represents that it is not a party to any civil, criminal or administrative agency proceeding, inquiry, cause of action, lawsuit, in any State or territory of the US, Canada, South America, Africa, Europe or Asia.

ARTICLE XVII
RESOLUTIONS

CENTIRE agrees and acknowledges that PINE SPRINGS shall rely and consider all of the details describing Board and shareholder approval of this merger undertaken by it and described in the recitals herein, shall be considered and construed to be actual Resolutions of CENTIRE as required by applicable law.

IN WITNESS WHEREOF, this AGREEMENT AND PLAN OF MERGER has been signed by each of the constituent and surviving corporations and by at least a majority of the Directors of each thereof, and each of said corporations has caused its corporate seal to be hereunto affixed and attested by its respective secretary or an assistant secretary, all as of the date first above written.

PINE SPRINGS INTERNATIONAL, INC.

By: 

Mark E. Pena, Chairman

By: 

Mark E. Pena, Secretary

CENTIRE, INC.

By: 

Michael Marney, Chairman