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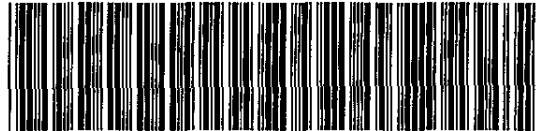
(Business Entity Name)

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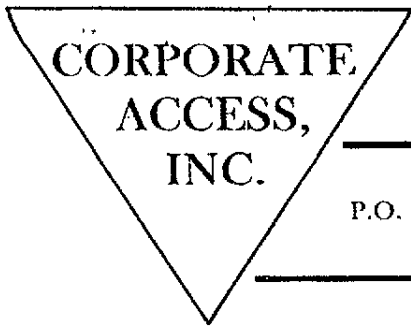
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FILING

Merger

1.

WCollect.com and Granite Energy Incorporated
(CORPORATE NAME AND DOCUMENT #)

2.

(CORPORATE NAME AND DOCUMENT #)

3.

(CORPORATE NAME AND DOCUMENT #)

4.

(CORPORATE NAME AND DOCUMENT #)

5.

(CORPORATE NAME AND DOCUMENT #)

6.

(CORPORATE NAME AND DOCUMENT #)

SPECIAL INSTRUCTIONS:



FLORIDA DEPARTMENT OF STATE
Division of Corporations

April 6, 2006

CORPORATE ACCESS, INC.

TALLAHASSEE, FL

SUBJECT: GRANITE ENERGY INCORPORATED
Ref. Number: L22047

RECEIVED
06 APR 11 PM 4:30
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

We have received your document for GRANITE ENERGY INCORPORATED and check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The articles of merger must contain the provisions of the plan of merger or the plan of merger must be attached.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6903.

Cheryl Coulliette
Document Specialist

Letter Number: 206A00023290

*Corrected
+
Resubmitted
(Hope this is OK)*

ARTICLES
AND
PLAN OF MERGER
(profit corporations)

FILED
06 APR 11 - PM 4:53
CLERK OF STATE
TALLAHASSEE, FLORIDA

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105, Florida Statutes.

THESE ARTICLES OF MERGER, dated as of December 20, 2005, are entered into by and between Granite Energy Incorporated, (formerly, WCollect .com, Inc., a Florida corporation ("WCollect"), and Granite Energy Incorporated, a Nevada corporation ("Granite"), to effectuate the merger of WCollect with and into Granite (the "Merger"). WCollect and Granite are hereinafter collectively referred to as the "Constituent Corporations." Granite is sometimes hereinafter referred to as the "Surviving Corporation." These Articles of Merger set forth the Plan of Merger between WCollect and Granite.

RECITALS

A. WCollect owns all of the outstanding 1000 shares of common stock of Granite, which is the only class outstanding (the "WCollect Common Stock"). Granite has authorized 75,000,000 shares of Common Stock, \$.001 value (the "Granite Common Stock").

B. Granite and WCollect have agreed that Granite and WCollect shall merge, with Granite to be the Surviving Corporation.

C. WCollect has authorized 50,000,000 shares of Common Stock, par value \$.001 per share, which is the only class of authorized stock, of which 31,631,123 shares were issued and outstanding (WCollect "Common Stock") on the date of approval of the Merger, being December 14, 2005.

D. In respect of Granite, WCollect, as the sole shareholder of Granite, has approved the Merger on December 1, 2005.

E. In respect of WCollect, the Merger was approved on December 14, 2005 by shareholders holding 21,404,396 shares of WCollect Common Stock acting by consent action as permitted by Section 607.0704 of the Florida Business Corporation Act. WCollect has mailed a summary of the Plan of Merger on January 3, 2006 to each shareholder who did not consent to the Merger, as required by Section 607.1104 of the Florida Business Corporation Act.

F. The number of votes cast by shareholders of WCollect and Granite was sufficient for the approval of the Merger.

NOW, THEREFORE, in order to prescribe (a) the terms and conditions of the Merger; (b) the method of carrying the same into effect; (c) the manner and basis of converting and exchanging the shares of WCollect Common Stock into shares of Granite Common Stock; and (d) such other details and provisions as are deemed necessary or desirable; and in consideration of the foregoing recitals and the agreements, provisions and covenants herein contained, Granite and WCollect hereby agree as follows:

1. **Effective Date.** The Merger shall become effective on the later of 5:00 p.m., Eastern Standard Time, on February 3, 2006, or the date and time these Articles of Merger are filed with the Secretary of State of Florida. The date and time on which the Merger becomes effective is hereinafter referred to as the "Effective Date."

2. **Merger.** At the Effective Date, WCollect shall merge with and into Granite with Granite being the Surviving Corporation and the separate corporate existence of WCollect shall cease. The corporate identity, existence, purposes, franchises, powers, rights and immunities of WCollect at the Effective Date shall be merged into Granite which shall be fully vested therewith. Granite shall be subject to all of the debts and liabilities of WCollect as if Granite had itself incurred them and all rights of creditors and all liens upon the property of each of the Constituent Corporations shall be preserved unimpaired, provided that such liens, if any, upon the property of Granite shall be limited to the property affected thereby immediately prior to the Effective Date.

3. **Articles of Incorporation.** At the Effective Date, the Articles of Incorporation of Granite shall be the Articles of Incorporation of the Surviving Corporation.

4. **Effect of Merger on Outstanding Shares.**

- (a) **Disappearing Corporation Shares.** Each one share of WCollect Common Stock issued and outstanding immediately prior to the Effective Date of the Merger shall convert into one share of Granite Common Stock. The exchange rate is intended to be effective after a 1-for-50 reverse stock split of the WCollect Common Stock effected on December 23, 2005.
- (b) **Surviving Corporation Shares.** At the Effective Date, each of the 1,000 previously issued and outstanding shares of Granite Common Stock shall be canceled and cease to be outstanding.

5. **Surrender of Share Certificates.** After the Effective Date, each holder of an outstanding certificate which prior to the Effective Date evidenced WCollect Common Stock shall surrender the same, duly endorsed as Granite may require, to Granite or its designated agent for cancellation. Thereupon such holder shall receive in exchange therefor a certificate or certificates representing the number of full shares of Granite Common Stock to which such holder shall be entitled as provided in Section 4(a) hereof and shall also be entitled to receive dividends on each such share of Granite Common Stock in an amount and to the extent provided in Section 6(a) hereof.

6. **Status of Granite Common Stock After the Effective Date.**

- (a) After the Effective Date, until surrendered in accordance with Section 5 hereof, each outstanding certificate which prior to the Effective Date represented shares of WCollect Common Stock, shall be deemed for all corporate purposes (subject to the further provision of this Section 6(a)) to evidence Granite Common Stock in accordance with the terms of these Articles of Merger. After the Effective Date, there shall be no further registry of transfers on the records of WCollect Common Stock outstanding immediately prior to the Effective Date, and, if certificates representing such shares are presented to Granite, they shall be canceled, and the holder thereof shall be entitled to receive Granite Common Stock in accordance with the terms of these Articles of Merger. No dividends or distributions will be paid to persons entitled to receive certificates for shares of Granite Common Stock until such persons shall have surrendered their WCollect Common Stock certificates in accordance with Section 5 hereof; provided, however, that when such certificates shall have been so surrendered in exchange for shares of Granite Common Stock, there shall be paid to the holders thereof, but without interest thereon, all dividends and other distributions payable subsequent to and in respect of a record date after the Effective Date on the shares of WCollect Common Stock for which such certificates shall have been so exchanged. Holders of certificates for shares of WCollect Common Stock shall not be entitled, as such, to receive any dividends unless and until they have exchanged those certificates for certificates representing shares of WCollect Common Stock as provided herein.
- (b) If any certificate of Granite Common Stock is to be issued in a name other than that in which the certificate for the WCollect Common Stock surrendered in exchange is registered, it shall be a condition of such exchange that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer and that the person requesting such exchange shall (i) pay any transfer or other taxes required by reason of the issuance of such Granite Common Stock in any name other than that of the registered holder of the certificates surrendered or (ii) establish to the satisfaction of Granite or its designated agent that such tax has been paid or is not applicable.

7. **Other Provisions.**

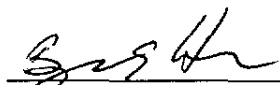
- (a) **Service of Process.** The principal office of the Surviving Corporation in the State of Nevada is 3027E. Sunset Road, Suite 201, Las Vegas, Nevada 89120. Pursuant to Section 607.1109 of the Florida Business Corporation Act The Surviving Corporation is deemed to have appointed the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of either of the Constituent Corporations. The Surviving Corporation has agreed to promptly pay to the dissenting shareholders of any Constituent Corporation the amount, if any, to which they are entitled pursuant to Section 607.1302 of the Florida Business Corporation Act.
- (b) **Governing Law.** These Articles of Merger shall be governed by and construed in accordance with the laws of the State of Florida.
- (b) **Counterparts.** These Articles of Merger may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of such counterparts together shall constitute but one agreement.
- (c) **Further Assurances.** Each Constituent Corporation shall from time to time upon the request of the other Constituent Corporation, execute and deliver and file and record all such documents and instruments and take all such other action as such corporation may request in order to vest or evidence the vesting in Granite of title to and possession of all rights, properties, assets and business of WCollect to the extent provided herein, or otherwise to carry out the full intent and purpose of these Articles of Merger.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed on behalf of the Constituent Corporations as of the day and year first above written.

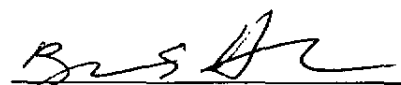
GRANITE ENERGY INCORPORATED
(Florida)

GRANITE ENERGY INCORPORATED
(Nevada)

By:


Benjamin Hoskins
President

By:


Benjamin Hoskins
President