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MERGER OR SHARE EXCHANGE
GLOBAL PAYOUT, INC.

Certificate of Status	0
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C. COULLIETTE
MAR 28 2011
EXAMINER

ARTICLES OF MERGER

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 state of the surviving corporation:

Name	Jurisdiction	Document Number
Global Payout, Inc.	California	

Second: The name and jurisdiction of each merging corporation:

Name	Jurisdiction	Document Number
Global Payout, Inc.	Florida	

Third: The Plan of Merger is attached.

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

Fifth: Adoption of Merger by surviving corporation.

The Plan of Merger was adopted by the shareholders of the surviving corporation on March 14, 2011.

Sixth: Adoption of Merger by merging corporation.

The Plan of Merger was adopted by the shareholders of the merging corporation on March 14, 2011.

WHEREFORE, the undersigned has caused this certificate to be executed this 14th day of March, 2011.

FILED
11 MAR 28 PM 2:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

GLOBAL PAYOUT, INC.,
a Florida Corporation

By: ____________________________
James L. Hancock, President

GLOBAL PAYOUT, INC.,
a California Corporation

By: ____________________________
James L. Hancock, President

CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER OF GLOBAL PAYOUT, INC., A FLORIDA CORPORATION

The undersigned, James L. Hancock and Joseph Sebo, hereby certify that:

1. They are the President and Secretary of Global Payout, Inc., a Florida corporation (the "Corporation).

2. The principal terms of the Agreement of Merger in the form attached as Exhibit A were duly approved by the Board of Directors and by the Shareholders of the Corporation by a vote that equaled or exceeded the vote required.

3. The shareholder approval was by the holders of 58% of the outstanding shares of the Corporation.

4. The is only one class of outstanding shares and the number of shares outstanding entitled to vote on the merger is 57,506,880.

We further declare under penalty of perjury under the laws of the State of Florida that the matters set forth in this certificate are true and correct of our knowledge.

Dated: March 14, 2011

James L. Hancock, President

Joseph Sebo, Secretary

EXHIBIT A

Merger Agreement

(attached hereto)

MERGER AGREEMENT

This agreement of merger is made this 14th day of March 2011, by and between Global Payout, Inc.., a Florida corporation with its principal place of business at 1835 Sunset Cliffs Blvd, Suite 202, San Diego, CA 92107-3147 and Global Payout, Inc., a California corporation, with its principal place of business being at 1835 Sunset Cliffs Blvd, Suite 202, San Diego, CA 92107-3147.

RECITALS

1. Global Payout, Inc., ("GPC") is a corporation duly organized and existing under the laws of the State of California, with its principal place of business at 1835 Sunset Cliffs Blvd, Suite 202, San Diego, CA 92107-3147.
2. Global Payout, Inc. ("GPF") is a corporation duly organized and existing under the laws of the State of Florida, with its principal place of business at 1835 Sunset Cliffs Blvd, Suite 202, San Diego, CA 92107-3147.
3. GPC is a wholly owned subsidiary of GPF.
4. The authorized capital stock of both GPC and GPF consist of 100,000,000 of common stock, no par value and 20,000,000 shares of preferred stock, no par value. There are 57,506,880 shares of common stock issued and outstanding in GPF, the parent corporation, and no shares of preferred issued and outstanding.
5. The Boards of Directors of GPC and GPF deem it desirable and in the best interests of the corporations and their shareholders that GPF be merged into its wholly owned subsidiary, GPC for the purpose of GPF re-domiciling its corporate existence to California, in order that the corporations qualify as a "reorganization"

within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code.

NOW THEREFORE, In consideration of the mutual covenants, and subject to the terms and conditions hereinafter set forth, the constituent corporations agree as follows:

SECTION ONE - MERGER

GPF shall merge into its wholly owned subsidiary, GPC and GPC shall be the surviving corporation.

SECTION TWO - TERMS AND CONDITIONS

On the effective date of the merger, the separate existence of the GPF shall cease, and GPC shall succeed to all the rights, ownership, privileges, immunities, and franchises, and all its property, without the necessity for any separate transfer. GPC shall thereafter be responsible and liable for all liabilities and obligations of GPF and neither the rights of creditors nor any liens on the property of GPF shall be impaired by the merger.

If at any time after the effective date GPC shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this agreement, the appropriate officers of GPC and/or GPF, as the case may be, whether past or remaining in office, shall execute and deliver, upon the request of GPC, any and all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or proper acts to vest, perfect, confirm, or record such title thereto in Atlantis, or to otherwise carry out the provisions of this Agreement.

After the effective date of the merger, each holder of certificates of shares of GPF shall constitute, without surrender, a share of GPC. On receipt of any such certificates, GPC shall issue and exchange therefor certificates for shares of GPC representing the number of shares of such stock to which such GPF holder is entitled as provided for herein.

SECTION THREE - CONVERSION OF SHARES

The manner and basis of converting the shares of the merging corporation into shares of the surviving corporation is as follows:

For each share of common stock of GPF owned prior to the Merger, such shareholder will receive one share of common stock of GPC. However, there is no mandatory exchange requirement and GPC shall not be required to issue new share certificates for GPF share certificates unless presented with such certificates.

SECTION FOUR - ARTICLES OF INCORPORATION

The Articles of Incorporation of GPC shall continue to be its Articles of Incorporation following the effective date of the merger.

SECTION FIVE - BY-LAWS

The by-laws of GPC shall continue to be its bylaws following the effective date of the merger.

SECTION SIX - DIRECTORS AND OFFICERS

The directors and officers GPC as of the date of the merger, shall be:

James L. Hancock	Director, President
Donald Steinberg	Director, Chairman of the Board

Sharon Hancock	Director
Joseph Sebo	Treasurer
Joseph Sebo	Secretary

SECTION SEVEN - APPROVAL OF SHAREHOLDERS

This Agreement of Merger shall be submitted for the approval of the shareholders of the constituent corporations in the manner provided by applicable law at meetings to be held at such time as the boards of directors of the constituent corporations may agree.

SECTION EIGHT - EFFECTIVE DATE

The effective date of this merger shall be the date when a certificate of merger is filed with the Secretary of State of California.

SECTION NINE - ABANDONMENT OF MERGER

This Agreement of May be abandoned by action of the board of directors of either GPC or GPF at any time prior to the effective date on the happening of either of the following events:

A. If the merger is not approved by the shareholders of either of the constituent corporations, or

B. If, in the judgment of the board of directors of either of the constituent corporations, the merger would be impracticable due to the number of dissenting shareholders asserting appraisal rights under applicable state law.

SECTION TEN - EXECUTION OF AGREEMENT

This agreement of merger may be executed in any number of counterparts, and each such counterpart shall constitute an original instrument.

EXECUTED on behalf of the parties by their officers, and sealed with their corporate seals, respectively, pursuant to the authorization of their respective boards of directors on the date first written above.

Global Payout, Inc. A Florida Corporation	Global Payout, Inc. A California Corporation
By: ______________________ James L. Hancock. President	By: ______________________ James L. Hancock, President