

F99 00000067ZS

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

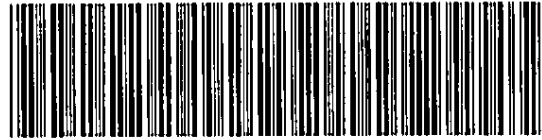
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



000339001350

01/13/20--01012--025 **35.00

S TALLENT

FEB 12 2020

FILED
2020 JAN 13 AM 7:45
TALLENT, S

Foreign Petition
Amendment

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: American Gaming & Electronics, Inc.

Name of Corporation

DOCUMENT NUMBER: F99000006728

The enclosed Amendment and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Christine Smith

Name of Contact Person

American Gaming & Electronics, Inc.

Firm/Company

223 Pratt St

Address

Hammonton, New Jersey 08037

City/State and Zip Code

csmith@agegaming.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Christine Smith

609-704-3000

Name of Contact Person

at (_____) _____
Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

☒ \$35.00 Filing Fee

☐ \$43.75 Filing Fee &
Certificate of Status

☐ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

☐ \$52.50 Filing Fee,
Certificate of Status &
Certified Copy
(Additional copy is
enclosed)

Mailing Address:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

PROFIT CORPORATION
APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO
APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA
(Pursuant to s. 607.1504, F.S.)

SECTION I
(1-3 MUST BE COMPLETED)

F99000006728

(Document number of corporation (if known))

1. American Gaming & Electronics, Inc.

(Name of corporation as it appears on the records of the Department of State)

2. Nevada

(Incorporated under laws of)

3. 12/08/1999

(Date authorized to do business in Florida)

2020 JAN 18 AM 7:45
FILED

SECTION II
(4-7 COMPLETE ONLY THE APPLICABLE CHANGES)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? _____

5. _____
(Name of corporation after the amendment, adding suffix "corporation," "company," or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation)

(If new name is unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

6. If the amendment changes the period of duration, indicate new period of duration.

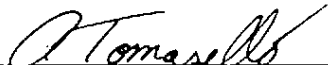
(New duration)

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

Illinois

(New jurisdiction)

8. Attached is a certificate or document of similar import, evidencing the amendment, authenticated not more than 90 days prior to delivery of the application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the laws of which it is incorporated.



(Signature of a director, president or other officer - if in the hands of a receiver or other court appointed fiduciary, by that fiduciary)

Anthony R. Tomaseilo

(Typed or printed name of person signing)

CEO

(Title of person signing)



OGDEN UT 84201-0046

In reply refer to: 0423674590
May 09, 2019 LTR 3064C 0
36-1944630 000000 00

00025217
BODC: SB

AMERICAN GAMING & ELECTRONICS INC
% ANTHONY R TOMASELLO PRES
223 PRATT ST
HAMMONTON NJ 08037-1719

003601

Dear Taxpayer:

Thank you for your correspondence dated February 6, 2019.

We have updated your account as requested.

If you need any forms, schedules, or publications mentioned in this letter, you can get them by visiting our website at www.irs.gov/formspubs or by calling toll-free at 800-TAX-FORM (800-829-3676).

If you have questions, you can call 800-829-0115.

If you prefer, you can write to the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number () _____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

0423674590
May 09, 2019 LTR 3064C 0
36-1944630 000000 00
00025218

AMERICAN GAMING & ELECTRONICS INC
% ANTHONY R TOMASELLO PRES
223 PRATT ST
HAMMONTON NJ 08037-1719

Sincerely yours,



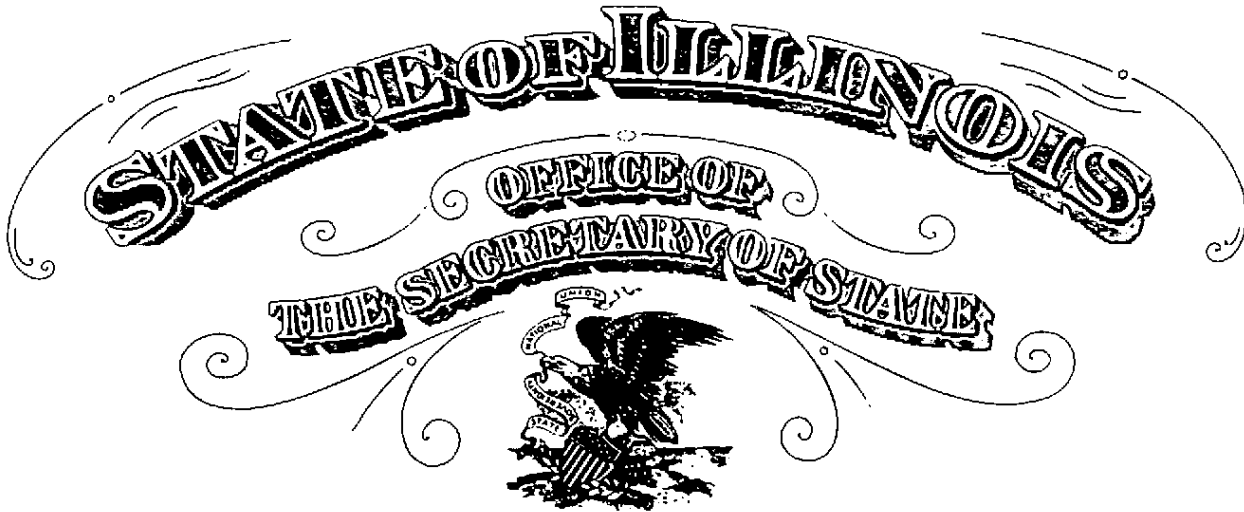
Joe I. Jacquez
Entity Department Manager

Enclosures:
Copy of this letter



File Number

1834-855-1



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

AMERICAN GAMING & ELECTRONICS, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON OCTOBER 20, 1925, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 30TH
day of SEPTEMBER A.D. 2019 .***

Jesse White

SECRETARY OF STATE



Office of the Secretary of State Jesse White
CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number 18348551
Entity Name AMERICAN GAMING & ELECTRONICS, INC.
Status
ACTIVE

Entity Information

Entity Type
CORPORATION
Type of Corp
DOMESTIC BCA
Incorporation Date (Domestic)
Tuesday, 20 October 1925
State
ILLINOIS
Duration Date
PERPETUAL

Agent Information

Name
C T CORPORATION SYSTEM
Address

8/14/2019

Corporation/LLC Search/Certificate of Good Standing

208 SO LASALLE ST, SUITE 814
CHICAGO , IL 60604

Change Date
Thursday, 28 February 2019

Annual Report

Filing Date
00/00/0000

For Year
2019

Officers

President
Name & Address
ANTHONY TOMASELLO 223 PRATT ST, HAMMONTON, NJ 08037

Secretary
Name & Address

Old Corp Name

10/24/2014
WELLS-GARDNER ELECTRONICS CORPORATION

01/03/2019
AG&E HOLDINGS INC.

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)

8/14/2019

Corporation/LLC Search/Certificate of Good Standing

This information was printed from www.cyberdriveillinois.com, the official website of the Illinois Secretary of State's Office.

Wed Aug 14 2019



BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-6708
Website: www.nvsos.gov

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number 20180545583-71 Filing Date and Time 12/19/2018 4:36 PM Entity Number C29604-1999
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Articles of Merger
(PURSUANT TO NRS 92A.200)
Page 1

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Articles of Merger
(Pursuant to NRS Chapter 92A)

1) Name and jurisdiction of organization of each constituent entity (NRS 92A.200):

☐ If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article one.

American Gaming & Electronics, Inc.

Name of merging entity

Nevada

Jurisdiction

Corporation

Entity type *

Name of merging entity

Jurisdiction

Entity type *

Name of merging entity

Jurisdiction

Entity type *

Name of merging entity

Jurisdiction

Entity type *

and,

AG&E Holdings, Inc.

Name of surviving entity

Illinois

Jurisdiction

Corporation

Entity type *

* Corporation, non-profit corporation, limited partnership, limited-liability company or business trust.

Filing Fee: \$350.00

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 1
Revised: 1-5-15



BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-6708
Website: www.nvsos.gov

Articles of Merger

(PURSUANT TO NRS 92A.200)

Page 2

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- 2) Forwarding address where copies of process may be sent by the Secretary of State of Nevada (if a foreign entity is the survivor in the merger - NRS 92A.190):

Attn: Anthony Tomasello

c/o: 223 Pratt Street
Hammonton, New Jersey 08037

- 3) Choose one:

- ☒ The undersigned declares that a plan of merger has been adopted by each constituent entity (NRS 92A.200).
- ☐ The undersigned declares that a plan of merger has been adopted by the parent domestic entity (NRS 92A.180).

- 4) Owner's approval (NRS 92A.200) (options a, b or c must be used, as applicable, for each entity):

- ☐ If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from the appropriate section of article four.

- (a) Owner's approval was not required from

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or,

Name of surviving entity, if applicable

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 2
Revised: 1-6-15



BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-6708
Website: www.nvsos.gov

Articles of Merger
(PURSUANT TO NRS 92A.200)
Page 3

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(b) The plan was approved by the required consent of the owners of *:

American Gaming & Electronics, Inc. _____
Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or:

AG&E Holdings, Inc. _____
Name of surviving entity, if applicable

* Unless otherwise provided in the certificate of trust or governing instrument of a business trust, a merger must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the merger.



BARBARA K. CEGAVSKE
Secretary of State
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Carson City, Nevada 89701-4201
(775) 684-6708
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Articles of Merger

(PURSUANT TO NRS 92A.200)

Page 4

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(c) Approval of plan of merger for Nevada non-profit corporation (NRS 92A.160):

The plan of merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or:

Name of surviving entity, if applicable



BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Articles of Merger

(PURSUANT TO NRS 92A.200)

Page 5

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

5) Amendments, if any, to the articles or certificate of the surviving entity. Provide article numbers, if available. (NRS 92A.200)*:

6) Location of Plan of Merger (check a or b):



(a) The entire plan of merger is attached;

or,



(b) The entire plan of merger is on file at the registered office of the surviving corporation, limited-liability company or business trust, or at the records office address if a limited partnership, or other place of business of the surviving entity (NRS 92A.200).

7) Effective date and time of filing: (optional) (must not be later than 90 days after the certificate is filed)

Date:

Time:

* Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please entitle them "Restated" or "Amended and Restated," accordingly. The form to accompany restated articles prescribed by the secretary of state must accompany the amended and/or restated articles. Pursuant to NRS 92A.180 (merger of subsidiary into parent - Nevada parent owning 90% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed.



BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Articles of Merger

(PURSUANT TO NRS 92A.200)

Page 6

USE BLACK INK ONLY - DO NOT HIGHLIGHT

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8) Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited-liability limited partnership; A manager of each Nevada limited-liability company with managers or one member if there are no managers; A trustee of each Nevada business trust (NRS 92A.230)*

☐ If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article eight.

Name of merging entity

X

Signature

Title

Date

American Gaming & Electronics, Inc.

Name of merging entity

X

Signature

President & CEO

Title

12/18/2018

Date

Name of merging entity

X

Signature

Title

Date

Name of merging entity

X

Signature

Title

Date

and,

AG&E Holdings, Inc.

Name of surviving entity

X

Signature

President & CEO

Title

12/18/2018

Date

* The articles of merger must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER ("Agreement"), dated as of December 22, 2018, by and between, AG&E Holdings Inc., an Illinois corporation ("Acquiror"), and American Gaming & Electronics, Inc., a Nevada corporation (the "Company").

WHEREAS, the respective Boards of Directors of the Acquiror and the Company have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such corporation and its stockholders; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the Illinois Business Corporation Act ("BCA") and the Nevada Revised Statutes ("NRS"), will merge with and into the Acquiror, with the Acquiror as the surviving corporation (the "Merger"); and

WHEREAS, for US federal income tax purposes, the parties intend that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 11.30 of the BCA and Section 92A.200 of the NRS, the Company shall be merged with and into the Acquiror at the Effective Time (as hereinafter defined). Following the Effective Time, the separate corporate existence of the Company shall cease, and the Acquiror shall continue as the surviving corporation (the "Surviving Corporation"). The effects and consequences of the Merger shall be as set forth in this Agreement and the DGCL.

2. Effective Time.

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file articles of merger (the "IL Articles of Merger") complying with Section 11.25 of the BCA with the Secretary of State of the State of Illinois and articles of merger (the "NV Articles of Merger" and together with the IL Articles of Merger, the "Articles of Merger") complying with Section 92A.200 of the NRS with the Secretary of State of the State of Nevada, with respect to the Merger. The Merger shall become effective upon the filing of the Articles of Merger (the "Effective Time").

(b) The Merger shall have the effects set forth in the BCA and NRS. Without limiting the generality of the foregoing, from the Effective Time, (i) all the properties, rights, privileges, immunities, powers and franchises of the Company shall vest in the Acquiror, as the Surviving Corporation, and (ii) all debts, liabilities, obligations and duties of the Company shall become the debts, liabilities, obligations and duties of the Acquiror, as the Surviving Corporation.

3. Organizational Documents. The by-laws of the Acquiror in effect at the Effective Time shall be the by-laws of the Surviving Corporation until thereafter amended as provided therein or by the BCA, and the articles of incorporation of the Acquiror in effect at the Effective Time, as amended pursuant to the Articles of Merger, shall be the certificate of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the BCA.

4. Directors and Officers. The directors and officers of the Acquiror immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the certificate of incorporation and by-laws of the Surviving Corporation or as otherwise provided by the BCA.

5. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror or the Company or the holders of shares of capital stock of the Company:

(a) each share of common stock of the Company ("Company Common Stock"), issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive one validly issued, fully paid and non-assessable share of common stock of the Surviving Corporation ("Surviving Corporation Common Stock");

(b) each share of Company Common Stock that is owned by the Acquiror or the Company (as treasury stock or otherwise) will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(c) each share of capital stock of Acquiror issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

6. Entire Agreement. This Agreement together with the Certificate of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties, and agreements, both written and oral, with respect to such subject matter.

7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

9. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

10. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

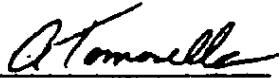
12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

AG&E Holdings, Inc.

By 

Name: Anthony Tomasello

Title: President & CEO

American Gaming & Electronics, Inc.

By 

Name: Anthony Tomasello

Title: President & CEO



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

JANUARY 3, 2019

1834-855-1

FAXXON LEGAL INFORMATION SERVICES, INC.
901 SOUTH 2ND ST.
SPRINGFIELD, IL 62704

RE AMERICAN GAMING & ELECTRONICS, INC.

DEAR SIR OR MADAM:

ENCLOSED YOU WILL FIND THE ARTICLES OF MERGER REGARDING THE ABOVE NAMED CORPORATION.

FEES IN THIS CONNECTION HAVE BEEN RECEIVED AND CREDITED.

THE SURVIVING CORPORATION SHALL EXECUTE A REPORT FOLLOWING MERGER (FORM BCA 14.35) AND FILE IT IN THIS OFFICE WITHIN SIXTY (60) DAYS OF THE EFFECTIVE DATE OF THE MERGER. THIS FORM IS AVAILABLE ON OUR WEBSITE AT WWW.CYBERDRIVEILLINOIS.COM. CLICK ON PUBLICATIONS ON THE MENU BAR.

SINCERELY,

A handwritten signature in cursive script that reads "Jesse White".

JESSE WHITE
SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
CORPORATION DIVISION
TELEPHONE (217) 782-6961

FORM **BCA 11.25** (rev. Dec. 2003)
**ARTICLES OF MERGER,
CONSOLIDATION OR EXCHANGE**
Business Corporation Act

Secretary of State
Department of Business Services
501 S. Second St., Rm. 350
Springfield, IL 62756
217-782-6961
www.cyberdriveillinois.com

FILED

JAN 03 2019

**JESSE WHITE
SECRETARY OF STATE**

Remit payment in the form of a
check or money order payable
to Secretary of State.

Filing fee is \$100, but if merger or
consolidation involves more than two
corporations, submit \$50 for each
additional corporation.

File # 1834-855-1 Filing Fee: \$ 100⁰⁰ Approved: WR

----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

NOTE: Strike inapplicable words in Items 1, 3, 4 and 5.

1. Names of Corporations proposing to merge consolidate and State or Country of incorporation.
exchange shares

Name of Corporation	State or Country of Incorporation	Corporation File Number
✓ AG&E Holdings, Inc.	Illinois	1834-855-1 S.
✓ American Gaming & Electronics, Inc.	Nevada	61065873 N.S.
_____	_____	_____
_____	_____	_____

2. The laws of the state or country under which each Corporation is incorporated permits such merger, consolidation or exchange.

- ✓ 3. a. Name of the surviving new corporation: AG&E Holdings, Inc.
acquiring
- ✓ b. Corporation shall be governed by the laws of: Illinois

For more space, attach additional sheets of this size.

4. Plan of merger consolidation is as follows: See Attached
exchange

merger

5. The consolidation was approved, as to each Corporation not organized in Illinois, in compliance with the laws of the exchange state under which it is organized, and (b) as to each Illinois Corporation, as follows: See Attached

The following items are not applicable to mergers under §11.30 — 90 percent-owned subsidiary provisions. (See Article 7 on page 3.)

Mark an "X" in one box only for each Illinois Corporation.

	By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the Articles of Incorporation voted in favor of the action taken. (§11.20)	By written consent of the shareholders having not less than the minimum number of votes required by statute and by the Articles of Incorporation. Shareholders who have not consented in writing have been given notice in accordance with §7.10 and §11.20.	By written consent of ALL shareholders entitled to vote on the action, in accordance with §7.10 and §11.20.
Name of Corporation: AG&E Holdings, Inc.			X
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. Not applicable if surviving, new or acquiring Corporation is an Illinois Corporation.

It is agreed that, upon and after the filing of the Articles of Merger, Consolidation or Exchange by the Secretary of State of the State of Illinois:

- The surviving, new or acquiring Corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any Corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such Corporation organized under the laws of the State of Illinois against the surviving, new or acquiring Corporation.
- The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring Corporation to accept service of process in any such proceedings, and
- The surviving, new or acquiring Corporation will promptly pay to the dissenting shareholders of any Corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of The Business Corporation Act of 1983 of the State of Illinois with respect to the rights of dissenting shareholders.

7. Complete if reporting a merger under §11.30 — 90 percent-owned subsidiary provisions.

- a. The number of outstanding shares of each class of each merging subsidiary Corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent Corporation:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

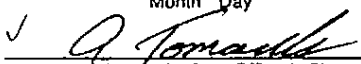
b. Not applicable to 100 percent-owned subsidiaries.

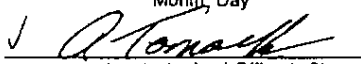
The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary Corporation was _____, _____, _____
Month Day Year

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary Corporations received? ☐ Yes ☐ No

(If "No," duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and the notice of the right to dissent to the shareholders of each merging subsidiary Corporation.)

8. The undersigned Corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in BLACK INK.

Dated ✓December 18, 2018, AG&E Holdings, Inc.
Month Day Year Exact Name of Corporation
✓ 
Any Authorized Officer's Signature
Anthony Tomasello, President & CEO
Name and Title (type or print)

Dated ✓December 18, 2018, American Gaming & Electronics, Inc.
Month Day Year Exact Name of Corporation
✓ 
Any Authorized Officer's Signature
Anthony Tomasello, President & CEO
Name and Title (type or print)

Dated _____, _____, _____
Month Day Year Exact Name of Corporation

Any Authorized Officer's Signature

Name and Title (type or print)

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER ("**Agreement**"), dated as of January 3, 2019, by and between, AG&E Holdings Inc., an Illinois corporation ("**Acquiror**"), and American Gaming & Electronics, Inc., a Nevada corporation (the "**Company**").

WHEREAS, the respective Boards of Directors of the Acquiror and the Company have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such corporation and its stockholders; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the Illinois Business Corporation Act ("**BCA**") and the Nevada Revised Statutes ("**NRS**"), will merge with and into the Acquiror, with the Acquiror as the surviving corporation (the "**Merger**"); and

WHEREAS, for US federal income tax purposes, the parties intend that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Merger.** Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 11.30 of the BCA and Section 92A.200 of the NRS, the Company shall be merged with and into the Acquiror at the Effective Time (as hereinafter defined). Following the Effective Time, the separate corporate existence of the Company shall cease, and the Acquiror shall continue as the surviving corporation under the name American Gaming & Electronics, Inc. (the "**Surviving Corporation**"). The effects and consequences of the Merger shall be as set forth in this Agreement and the DGCL.

2. **Effective Time.**

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file articles of merger (the "**IL Articles of Merger**") complying with Section 11.25 of the BCA with the Secretary of State of the State of Illinois and articles of merger (the "**NV Articles of Merger**" and together with the IL Articles of Merger, the "**Articles of Merger**") complying with Section 92A.200 of the NRS with the Secretary of State of the State of Nevada, with respect to the Merger. The Merger shall become effective upon the filing of the Articles of Merger (the "**Effective Time**").

(b) The Merger shall have the effects set forth in the BCA and NRS. Without limiting the generality of the foregoing, from the Effective Time, (i) all the properties, rights, privileges, immunities, powers and franchises of the Company shall vest in the Acquiror, as the Surviving Corporation, (ii) all debts, liabilities, obligations and duties of the Company shall become the debts, liabilities, obligations and duties of the Acquiror, as the Surviving Corporation, and (iii) the Articles of Incorporation of the Surviving

Corporation shall be amended such that the name of the Surviving Corporation shall be American Gaming & Electronics, Inc.

3. Organizational Documents. The by-laws of the Acquiror in effect at the Effective Time shall be the by-laws of the Surviving Corporation until thereafter amended as provided therein or by the BCA, and the articles of incorporation of the Acquiror in effect at the Effective Time, as amended pursuant to the Articles of Merger, shall be the certificate of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the BCA.

4. Directors and Officers. The directors and officers of the Acquiror immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the certificate of incorporation and by-laws of the Surviving Corporation or as otherwise provided by the BCA.

5. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror or the Company or the holders of shares of capital stock of the Company:

(a) each share of common stock of the Company ("**Company Common Stock**"), issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive one validly issued, fully paid and non-assessable share of common stock of the Surviving Corporation ("**Surviving Corporation Common Stock**");

(b) each share of Company Common Stock that is owned by the Acquiror or the Company (as treasury stock or otherwise) will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(c) each share of capital stock of Acquiror issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

6. Entire Agreement. This Agreement together with the Certificate of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties, and agreements, both written and oral, with respect to such subject matter.

7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

9. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

10. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

AG&E Holdings, Inc.

By 

Name: Anthony Tomasello

Title: President & CEO

American Gaming & Electronics, Inc.

By 

Name: Anthony Tomasello

Title: President & CEO

FORM BCA 14.05 (rev. Oct. 2014)

**DOMESTIC CORPORATION
ANNUAL REPORT**

Business Corporation Act

Secretary of State
Department of Business Services
501 S. Second St., Rm. 350
Springfield, IL 62756
217-782-7808
www.cyberdriveillinois.com

FILED

JAN 03 2019

**JESSE WHITE
SECRETARY OF STATE**

Payment must be made by check or money
order payable to Secretary of State.

File Prior To: 10-01 Year: 2018 File #: 18348551 Approved: WR

Note: A change in the Registered Agent and/or Registered Office may only be affected by filing Form BCA-5. 10/5.20.

- Corporate Name: AG&E Holdings, Inc. WR
Registered Agent: Renee Zimmerman
Registered Office: 9500 W 55th St, Ste A
City, IL, ZIP Code: McCook, Illinois 60525 County: Cook
- Principal Address of Corporation: 223 Pratt St., Hammonton, New Jersey 08037
Street City State ZIP Code
- Date Incorporated: 10/20/1925
Month Day Year
- Names and Addresses of Officers and Directors:

NOTE: The names and addresses of ALL officers and directors must be entered in this item or on an additional sheet.

OFFICE	NAME	NUMBER & STREET	CITY	STATE	ZIP
President	Anthony Tomasello	223 Pratt St., Hammonton, NJ 08037			
Secretary	Francis McCarthy	223 Pratt St., Hammonton, NJ 08037			
Treasurer	Francis McCarthy	223 Pratt St., Hammonton, NJ 08037			
Director	Robert Pickus	223 Pratt St., Hammonton, NJ 08037			
Director	John R. Raven	223 Pratt St., Hammonton, NJ 08037			
Director	Salvatore Basile	223 Pratt St., Hammonton, NJ 08037			

- If 51% or more of stock is owned by a minority or female, please check the appropriate box: ☒ Minority Owned ☐ Female
- Owned Number of shares authorized and issued (as of July 31, 2018):

CLASS	SERIES	PAR VALUE	NUMBER AUTHORIZED	NUMBER ISSUED
Common		\$1.00	25,000,000	16,953,176

IMPORTANT: If the amount in item 6 or 7a differs from the Secretary of State's records, form BCA 14.30 must be completed.

7a. Amount of Paid-in Capital (as of July 31, 2018): \$ 17,640,969

7b. Paid-in Capital on record with Secretary of State: \$ 17,640,969

(Paid-in Capital reflects the sum of the Stated Capital and Paid-in surplus accounts.)

Under the penalty of perjury and as an authorized officer, I declare that this annual report, pursuant to provisions of the Business Corporation Act, has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.

Item 8 Must Be Signed.

8. By: [Signature] Secretary 1/02/2019
Any Authorized Officer's Signature Title Date

Please Complete Reverse Side of This Report

Item 9 OR 10a OR 10b, whichever is applicable, MUST be completed.)

9. Amounts stated in parts (a) through (d) below are given for the 12-month period ending 31 December 2017
Day Month Year

Value of property (gross assets):

(a) owned by the corporation, wherever located: (a) \$ 5,622,000
(b) of the corporation located within the State of Illinois: (b) \$ 0

Gross amount of business transacted by the corporation:

(c) everywhere for the above period: (c) \$ 13,200,000
(d) at or from places of business in Illinois for the above period: (d) \$ 0

ALLOCATION FACTOR = $\frac{b + d}{a + c} = \frac{0}{5,622,000 + 13,200,000} = 0$ Enter this figure on line 11b below.
6 decimal places

- 10a. ☐ ALL property of the Corporation is located in Illinois and ALL business of the Corporation is transacted at or from places of business in Illinois.

- 10b. ☒ The Corporation elects to pay franchise tax on the basis of 100% of its total Paid-in Capital.

ALLOCATION FACTOR = 1.000000 (Enter this figure on line 11b below.)

STOP: Item 9 or 10 must be completed before continuing to Item 11.

11. ANNUAL FRANCHISE TAX AND FEES

11a. TOTAL PAID-IN CAPITAL (Enter amount from Item 7a; if late, enter the greater of 7a or 7b.)	a.	\$687,703	
11b. ALLOCATION FACTOR (Enter from Item 9 or Item 10.)	b.	\$0	
11c. ILLINOIS CAPITAL (Multiply line 11a by line 11b.)	c.	\$0	
11d1. Multiply line 11c by .001 (Round to nearest cent.)	d1	\$0	
11d2. ANNUAL FRANCHISE TAX (Enter amount from line d1, but not less than \$25)	d2	\$25.00	
11e1. If Annual Report is late, multiply line d2 by .10	e1	\$2.50	
11e2. If Annual Franchise Tax is late, multiply line d2 by .02 for each month late or part thereof (minimum \$1)	e2	\$1.50	
11e3. INTEREST & PENALTIES (Add lines e1 and e2.)	e3	\$4.00	
11f. ANNUAL REPORT FILING FEE (\$75)	11f	\$75.00	
11g. TOTAL ANNUAL FRANCHISE TAX, FEES, INTEREST, PENALTIES DUE (Add line d2 + line e3 + line f.)	11g	\$104.50	

MAKE CHECKS PAYABLE TO ILLINOIS SECRETARY OF STATE.
(Place corporate file number on check.)

IMPORTANT:

If there have been changes in Items 6 or 7, Form BCA 14.30 must be executed and submitted with this Annual Report in the same envelope.