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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

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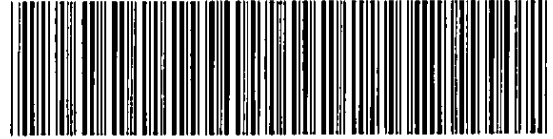
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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23 MAY 16 AM 5:10  
CLERK OF COURT  
KELAMONG, CT

**COVER LETTER**

**TO:** New Filing Section  
Division of Corporations

**SUBJECT:** Tiny Warrior Games LLC

(Name of Resulting Florida Limited Company)

The enclosed Articles of Conversion, Articles of Organization, and fees are submitted to convert an "Other Business Entity" into a "Florida Limited Liability Company" in accordance with s. 605.1045, F.S.

Please return all correspondence concerning this matter to:

Michael Kirkpatrick

(Contact Person)

Tiny Warrior Games LLC

(Firm/Company)

4221 Salt Springs Ln

(Address)

Lakeland, FL 33811

(City, State and Zip Code)

michael@tinywarriorgames.com

E-mail Address: (to be used for future annual report notifications)

For further information concerning this matter, please call:

Michael Kirkpatrick

574

993-3971

at (

(Name of Contact Person)

(Area Code)

(Daytime Telephone Number)

Enclosed is a check for the following amount: (All checks processed by this office must be payable in US dollars and drawn on a bank located in the United States)

☒ \$150.00 Filing Fees  
(\$25 for Conversion  
& \$125 for Articles  
of Organization)

☐ \$155.00 Filing Fees  
and Certificate of  
Status

☐ \$180.00 Filing Fees  
and Certified Copy

☐ \$185.00 Filing Fees,  
Certified Copy, and  
Certificate of Status

**Mailing Address:**

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

**Street Address:**

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

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23 MAY 16 AM 5:10  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

**Articles of Conversion**  
For  
**"Other Business Entity"**  
Into  
**Florida Limited Liability Company**

The Articles of Conversion **and attached Articles of Organization** are submitted to convert the following **"Other Business Entity" into a Florida Limited Liability Company** in accordance with s.605.1045, Florida Statutes.

1. The name of the "Other Business Entity" immediately prior to the filing of the Articles of Conversion is:  
Tiny Warrior Games LLC

(Enter Name of Other Business Entity)  
General Partnership

2. The "Other Business Entity" is a \_\_\_\_\_  
(Enter entity type. Example: corporation, limited partnership, general partnership, common law or business trust, etc.)  
Indiana

First organized, formed or incorporated under the laws of \_\_\_\_\_  
(Enter state, or if a non-U.S. entity, the name of the country)

08/20/2020  
on \_\_\_\_\_  
(date of organization, formation or incorporation)

3. The name of the Florida Limited Liability Company as set forth in the **attached Articles of Organization**:  
Tiny Warrior Games LLC

(Enter Name of Florida Limited Liability Company)

4. If not effective on the date of filing, enter the effective date: \_\_\_\_\_

**(The effective date: Cannot be prior to date of receipt or filed date nor more than 90 calendar days after the date this document is filed by the Florida Department of State.)**

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

5. The plan of conversion has been approved in accordance with all applicable statutes.

6. The "Converted or Other Business Entity" has agreed to pay any members having appraisal rights the amount to which such members are entitled under ss. 605.1006 and 605.1061-605.1072, F.S.

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23 MAY 11 AM 5:10  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

# ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

## ARTICLE I - Name:

The name of the Limited Liability Company is:

Tiny Warrior Games LLC

(Must contain the words "Limited Liability Company," "L.L.C.," or "LLC.")

## ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

### Principal Office Address:

4221 Salt Springs Ln

Lakeland, FL 33811

### Mailing Address:

4221 Salt Springs Ln

Lakeland, FL 33811

## ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

Michael Kirkpatrick

Name

4221 Salt Springs Ln

Florida street address (P.O. Box **NOT** acceptable)

Lakeland

33811

FL

City

Zip

*Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S..*

Michael Kirkpatrick

Registered Agent's Signature (REQUIRED)

(CONTINUED)

**PLAN OF CONVERSION  
OF  
TINY WARRIOR GAMES LLC**

This Plan of Conversion (the "Plan") of Tiny Warrior Games LLC, an Indiana partnership (the "Partnership"), is approved as of April 30, 2023.

WHEREAS, the Partnership is organized under the laws of the State of Indiana;

WHEREAS, the Partnership desires to convert into and to hereafter become and continue to exist as a Florida limited liability company pursuant to Section 605.1042 *et seq.* of the Florida Revised Limited Liability Company Act (the "LLC Act") and Indiana Code 23-0.6-4-1 of the Uniform Business Organization Transactions Act (the "UBOTA");

WHEREAS, pursuant to Section 605.1042 *et seq.* of the LLC Act and Code 23-0.6-4-1 of the UBOTA, the Members of the Partnership have, by resolutions duly adopted, recommended this Plan to the shareholders of the Partnership (the "Shareholders") to effect the conversion of the Partnership to a Florida limited liability company pursuant to Section 605.1042 *et seq.* of the LLC Act (the "Conversion"), upon the terms and subject to the conditions set forth in this Plan; and

WHEREAS, this Plan has been approved and adopted by the Shareholders;

NOW, THEREFORE, this Plan is hereby approved to convert the Partnership into a Florida limited liability company:

1. Conversion. Upon the terms and subject to the conditions set forth in this Plan, and pursuant to Section 605.1042 *et seq.* of the LLC Act and Code 23-0.6-4-1 of the UBOTA, at the Effective Time (as hereinafter defined), the Partnership shall be

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relevant provisions of the LLC Act (and deemed managers of the Partnership for purposes of the LLC Act) and the terms of the Operating Agreement. The officers of the Partnership immediately prior to the Effective Time shall be the officers of the LLC from and after the Effective Time until their successors are duly appointed and qualified, to serve in accordance with the relevant provisions of the LLC Act and the terms of the Operating Agreement.

6. Conversion of Shares. At the Effective Time, by virtue of the Conversion and without any action on the part of the Partnership, the LLC or any holder thereof, the shares of common stock, no par value, of the Partnership, issued and outstanding immediately prior to the Effective Time, shall be automatically converted into an equal percentage share of the newly formed LLC.

7. Termination. This Plan and the transactions contemplated hereby may be terminated by resolution of the Board of Directors of the Partnership at any time prior to the Effective Time in the manner and to the extent provided in the LLC Act and the UBOTA.

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8. Effect of Termination. If this Plan is terminated pursuant to Section 7 hereof, this Plan shall become void and of no effect with no liability on the part of any party hereto.

9. Amendment. This Plan and the transactions contemplated hereby may be amended by resolution of the Board of Directors of the Partnership at any time prior to the Effective Time in the manner and to the extent provided in the LLC Act and the UBOTA.

**OPERATING AGREEMENT**  
**of**  
**Tiny Warrior Games LLC**

**This Operating Agreement** (the "Agreement") made and entered into this 10th day of May, 2023 (the "Execution Date"),

**BETWEEN:**

Michael Kirkpatrick of 4221 Salt Springs Ln, Lakeland, FL 33811, and

Derek Song of 6111 N. Mozart St, Apt. G, Chicago, IL 60659

(individually the "Member" and collectively the "Members").

**BACKGROUND:**

- A. The Members wish to associate themselves as members of a limited liability company.
- B. The terms and conditions of this Agreement will govern the Members within the limited liability company.

**IN CONSIDERATION OF** and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Members agree as follows:

**Formation**

- 1. By this Agreement, the Members form a Limited Liability Company (the "Company") in accordance with the laws of the State of Florida. The rights and obligations of the Members will be as stated in the Florida Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

**Name**

- 2. The name of the Company will be Tiny Warrior Games LLC.

**Purpose**

- 3. Create and publish video games.

10. Any Member may withdraw any portion of their Capital Contribution without the consent of the other Members.

#### **Additional Contributions**

11. No Member will be required to make Additional Contributions. Any changes to Capital Contributions will not affect any Member's Interests except with the unanimous consent of the Members.
12. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

#### **Capital Accounts**

13. An individual capital account (the "Capital Account") will be maintained for each Member and their Initial Contributions will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

#### **Interest on Capital**

14. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

#### **Management**

15. Management of this Company is vested in the Members.

#### **Authority to Bind Company**

16. Any Member has the authority to bind the Company in contract.

#### **Duty of Loyalty**

17. Any Member may invest in or engage in any business of any type, including without limitation, a business that is similar to the business of the Company whether or not in direct competition with the Company and whether or not within the established or

withdrawing Member. Any remaining assets within the company will be evenly distributed to the remaining Members.

27. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member.
28. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.
29. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company, should a Member withdraw.

#### **Assignment of Interest**

30. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's Interests in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

#### **Valuation of Interest**

31. In the event of a dissociation or the dissolution of the Company, each Member will have an equal financial interest in the Company.
32. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.
33. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

#### **Dissolution**

38. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

**Banking and Company Funds**

39. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

**Audit**

40. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

**Tax Treatment**

41. This Company is intended to be treated as a partnership, for the purposes of Federal and State Income Tax.

**Tax Elections**

42. The Company will elect out of the application of Chapter 63 Subchapter C of the Internal Revenue Code of 1986, in each taxable year in which it is eligible to do so in accordance with Section 6221(b), by making that election in a timely filed return for such taxable year disclosing the name and taxpayer identification number of each Member.

**Annual Reports**

43. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:
- a. A copy of the Company's federal income tax returns for that fiscal year.

liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

**Liability**

53. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

**Liability Insurance**

54. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

**Life Insurance**

55. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

**Amendment of this Agreement**

56. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

**Title to Company Property**

57. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

**Miscellaneous**

58. This Agreement may be executed in counterparts.
59. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and

- f. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).
- g. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
- h. "Principal Office" means the office whether inside or outside the State of Florida where the executive or management of the Company maintain their primary office.
- i. "Voting Members" means the Members who belong to a membership class that has voting power. Where there is only one class of Members, then those Members constitute the Voting Members.

**IN WITNESS WHEREOF** the Members have duly affixed their signatures under hand and seal on this 10th day of May, 2023.

Michael Kirkpatrick

Michael Kirkpatrick (Member)

23 MAY 16 AM 5:11  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

Derek Song

Derek Song (Member)