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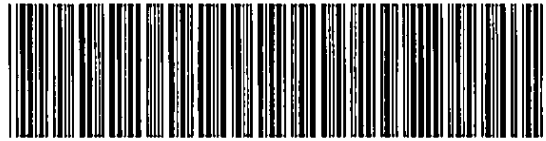
(Business Entity Name)

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R. WHITE
MAR 12 2020

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: Pyramid World-Wide LLC

Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Kerby Telemaque

Name of Person

Pyramid World-Wide LLC

Firm/Company

7341 Viscaya Cir

Address

Margate FL 33063

City/State and Zip Code

Kerby@Pyramid-worldwide.com

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

For further information concerning this matter, please call:

Kerby Telemaque

603

205-1803

at (_____) _____

Name of Person

Area Code

Daytime Telephone Number

Enclosed is a check for the following amount:

☒ \$25.00 Filing Fee

☐ \$30.00 Filing Fee &
Certificate of Status

☐ \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☐ \$60.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed)

Mailing Address:

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

Street Address:

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

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**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

Pyramid World-Wide LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 04/27/2018 and assigned
Florida document number L18000106337.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

Enter Florida street address

_____, **Florida**
City Zip Code

New Registered Agent's Signature, if changing Registered Agent:

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 relative 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. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager
AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
AMBR	Peter LaBombard	295 Furman Road, Fairport, NY 14450	<input type="checkbox"/> Add
			<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
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			<input type="checkbox"/> Remove

[illegible]

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of: (b) The 90th day after the record is filed.

2/2/2020

Signature of a member or authorized representative

KERBY TELEMARQUE
Typed or printed name of signee



7341 Viscaya Cir Margate

Florida 33063

Tel: 603-205-1803

Pyramid Worldwide L.L.C

Articles

The undersigned natural persons, of the age of 18 years or more, acting as organizers of a limited liability company under the Florida limited liability company act, adopt the following articles of organization for such limited liability company.

Articles 1. Name of Limited Liability Company. The name of this limited liability company is Pyramid Worldwide LLC.

Articles 2. Registered Office and Registered Agent. The initial registered office of this limited liability company and the name of its initial registered agent at this address are:

Kerby Telemaque, 7341 Viscaya Circle, Margate, Florida 33063

Articles 3. Statement of purposes. The purposes for which this limited Liability Company is organized are: to operate a construction management, FEBR products installation, Technical Security Systems and construction security monitoring services and to engage in any other lawful business for which limited liability company may be organized in the state.

Articles 4. Management and Names and Addresses of Initial Members. The management of this limited liability company is reserved to the members. The names and addresses of its initial members are:

Kerby Telemaque of 7341 Viscaya Cir. Margate. FL 33063

Terrance Forrest of 5402 Hilltop St. Pascagoula, MS 39567

Cesar Montas of 6801 Wildrose Ct. District Heights MD 20747

Article 5. Principal Place of Business of the Limited Liability Company. The principal place of business of the limited liability company shall be: 7341 Viscaya Cir, Margate FL 33063

Article 6. Period of Duration of the Limited Liability Company. The period of duration of the limited liability company shall be: perpetual.

In witness whereof, the undersigned organizer of this Limited Liability Company has signed these Articles of Organization on the date indicated.

Date: 22/03/2020

Signature: [Handwritten Signature]

Printed name: KERRY TELEMARQUE, Organizer

Operating Agreement Of Pyramid Worldwide, L. L. C., A Member—Managed Limited Liability Company

A. Preliminary Provisions

1. Effective Date

This operating agreement on Pyramid Worldwide L. L. C., effective on the date of signing is adopted by the members who signatures appear the end of this agreement.

2. Formation

This limited liability company, L. L. C., was formed by filing articles of organization, or a similar organizational document with the state of Florida's Secretary of State's office on April 23, 2018. The legal existence of this L. L. C. commenced on the date of such filing. A copy of this organizational document has been placed in the L. L. C.'s record book.

3. Name

The formal name of this L. L. C. is as stated above. However, this L. L. C. may do business under a different name by complying with the state's fictitious or assumed business name statutes and procedures.

4. Business Purpose

The specific business purposes and activities contemplated by the founders of this L. L. C. at the time of initial signing of this agreement consist of the following: Operate a construction management, FEBR products installation, Technical Security Systems and construction security monitoring.

It is understood that the foregoing statement of powers shall not serve as a limitation on the powers or abilities of this L. L. C., which shall be permitted to engage in any and all lawful business activities. If this L. L. C. intends to engage in business activities outside the state of its formation that require the qualification of the LLC in other states, it shall obtain such qualification before engaging in such out-of-state activities.

5. Duration of L. L. C.

The duration of this L. L. C. shall be perpetual. This L. L. C. shall terminate when a proposal to dissolve the LLC is adopted by the membership of this LLC or when this LLC is otherwise terminated in accordance with law.

B. Membership Provisions

1. Non-liability of Members

No member of this L. L. C. shall be personally liable for the expenses, debts, obligations or liabilities of the LLC, or for claims made against it.

2. Reimbursement for Organizational Cost

Members shall be reimbursed by the LLC for organizational expenses paid by the members. The LLC shall be authorized to elect to deduct organizational expenses and start up expenditures ratably over a period of time as permitted by the Internal Revenue Code and S. may be advised by the L. L. C.'s tax advisor.

3. Management

This L. L. C. shall be managed exclusively by all of its members.

4. Members Capital Interests

A member's capital interest in this LLC shall be computed as a fraction, the numerator of which is the total of the members capital account and the denominator of which is the total of all capital accounts of all members. This fraction shall be expressed in this agreement as a percentage, which shall be called each members "capital interest" in this LLC.

5. Membership Voting

Except as otherwise may be required by the Articles of Organization, or a similar organizational document or under the laws of the state, each members shall vote on any matter submitted to the membership for approval by the managers of this LLC in 3 proportion to the members capital interest in this LLC. Further, unless otherwise stated

In another provision of This Operating Agreement, the phrase "majority of members" means a majority of members whose combined capital interest in this LLC represent more than 50 percent of the capital interest of all members in this LLC, and a majority of members, so defined, may approve any item of business brought before the membership for a vote.

6. Compensation

Members shall not be paid its members of the LLC for performing any duties associated with such membership, including management of the LLC. Members may be paid, however, for any services rendered in any other capacity for the LLC, whether as officers, employees, independent contractors or otherwise.

7. Members Meetings

The LLC shall not provide for regular members meetings. However, any member may call a meeting by communicating his or her wish to schedule a meeting to all the members. Such notification may be made by any form of communication reasonably expected to be received by member and the other members shall then agree, by any form of communication to meet at a mutually acceptable time and place. Notice of the business to be transacted at the meeting need not be given to members by the members calling the meeting, and any business may be discussed and conducted at the meeting.

If all members cannot attend a meeting, it shall be postponed to a date and time when all members can attend. If a meeting is postponed for a second time, the second postponed meeting may be held without the attendance of all members as long as a majority of the capital interest of the membership of this LLC is in attendance at the second postponed meeting. Written notice of the decisions or approvals made at this second meeting shall be mailed or delivered to each non-attending member promptly after the holding of the second postponed meeting.

Written minutes of the discussions and proposals presented at a members meeting, and the votes taken and matters approved at such meeting, shall be taken by one of the members or a person designated at the meeting. A copy of the minutes of the meeting shall be placed in the LLC's record book after the meeting.

8. Membership Certificates

This L. L. C. shall be authorized to obtain and each certificates shall state the name of the LLC and the name of the member, and shall state that the person named is a member of the LLC and is entitled to all the rights granted members of the LLC under the articles of organization, or a similar organizational document, or this operating agreement and provisions of law. Each membership certificate shall be consecutively numbered and signed by each of the current members of this LLC.

In addition to the above information, all membership certificates shall bear a prominent

legend on their face or reverse side stating or summarizing any transfer restrictions apply to memberships in this L. L. C. under the articles of organization, or a similar organizational document and/or this operating agreement, and the address for where a member may obtain a copy of these restrictions upon request from this LLC.

5 The record books of this LLC shall contain a list of the names and addresses of all persons to whom certificates have been issued, show the date of issuance of each certificate, and record the date of all cancellations or transfer of membership certificates by members of the LLC.

9. Other Business by Members

Each members shall agree not to own and interest in, manage or work for another business, enterprise or endeavor, if such ownership or activities would compete with this LLC's business goals, mission, profitability or productivity, or would diminish or impair the members ability to provide maximum effort and performance in accomplishing the business objectives and, if applicable, managing the business of this LLC.

10. Admission of New Members

Except as otherwise provided in this agreement, a person or entity shall not be admitted into membership in this LLC unless each member consents to the admission of the new member. The admission of new members into this LLC who have been transferred, or wish to be transferred, a membership interest in this LLC by an existing member of this LLC is covered by separate provisions in this Operating Agreement.

C. Tax and Financial Provisions

1. Tax Classification of LLC

The members of this LLC intend that this LLC be initially classified as a partnership for federal and, if applicable, state income tax purposes. It is understood that all members may agree to change the tax treatment of this LLC by signing, or authorizing the signature of, IRS Form 8832, Entity Classification Election, and filing it with the IRS and, if applicable the state tax department within the prescribed time limits.

2. Tax Year and Accounting Method

The tax Year of this LLC shall end on the last day of the month of December. The LLC shall use the cash method of accounting. Both the tax Year and the accounting period of the LLC may be changed with the consent of all members if the LLC qualifies for such change.

3. Tax Matters Partner

If This LLC Is Required under IRS Provisions or Regulations, It Shall Designate from among Its Members a "Tax Matters Partner "in Accordance with IRS Code Section 6231(a)(7) and Corresponding Regulations, Who Will Fulfill This Role by Being a Spokesperson for the LLC in Dealings with the IRS As Required by the Code and Regulations, and Who Will Report to the Members on the Progress and Outcome of These Dealings.

4. Annual Income Tax Returns and Reports

Within 60 days after the end of each tax year of the LLC, a copy of the LLC state and federal income tax returns for the preceding tax year shall be mailed or otherwise provided to each member of the LLC, together with any additional information and forms necessary for each member to complete his or her individual state and federal income tax returns.

5. Bank Accounts

The LLC shall designate one or more banks or other institutions for the deposit of the funds of the LLC, and shall establish savings, checking, investment and other such accounts as are reasonable and necessary for its business and investments. One or more members of the LLC shall be designated with the consent of all members to deposit and withdraw funds, and to direct the investment of funds into and among such accounts.

The funds of the LLC, however and wherever deposited or invested, shall not be commingled with the personal funds of any member of the LLC.

6. Title to Assets

All personal and real property of this LLC shall be held in the name of the LLC, not in the name of individual members.

D. Capital Provisions

1. Capital Contributions by Members

Members shall make the following contributions of cash property or services to the LLC, on or by specified dates as shown next each members named below. The fair market value of items or property or services has agreed between the LLC and contributing members are also shown below:

Name of Member: Kerby Telemaque

Description of Payment: Cash property and services to LLC

Percentage Value of Capital: 45%

Date of Payment: _____

Name of Member: Forrest Terrance

Description of Payment: Cash property and services to LLC

Percentage Value of Capital: 35%

Date of Payment: _____

Name of Member: Cesar Montas

Description of Payment: Cash property and services to LLC

Percentage Value of Capital: 20%

Date of Payment: _____

2. Additional Contributions by Members

The members may agree, from time to time by unanimous vote, to require the payment of additional capital contributions by the members, on or by a mutually agreeable date.

3. Failure to Make Contributions

If a member fails to make a required capital contribution within the time agreed for a members contributions, the remaining members may by unanimous vote agree to reschedule the time for payment of the capital contribution by late paying member, setting any additional repayment terms as the remaining members decide. Alternatively, the remaining members may, by unanimous vote, agree to cancel the membership of the delinquent member.

4. No Interest on Capital Contributions

No interest shall be paid on funds or property contributed as capital to this LLC, or on funds reflected in the capital accounts of the members.

5. Capital Accounts Bookkeeping

Capital accounts shall be set up and maintained on the books of the LLC for each member. It shall reflect each member's capital contribution to the LLC, increased by each member share profits in the LLC or decreased by each member share of losses and expenses of the LLC. It shall be adjusted as required in accordance with applicable provisions of the IRS code and corresponding income tax regulations.

6. Consent to Capital Contributions Withdrawal and Distributions

Members shall not be allowed to draw any part of their capital contributions or to receive distributions except as otherwise allowed by this agreement and only if such withdrawal is made with the written consent of all members.

7. Allocation of Profits and Losses

The profits and losses of the LLC and all items of its income, gain, loss, deduction and credit shall be allocated to members according to each member's capital interest in this LLC.

8. Allocation and Distribution of Cash to

Members Cash from business operations as well as cash from a sale or other disposition of capital assets, may be allocated and distributed from time to time to members in accordance with each members capital interest in the LLC, as may be decided by a majority of the capital interest of the members.

9. Allocation of Non-cash Distributions

If proceeds consist of property other than cash, the members shall decide the value of the property and allocate such value among the members in accordance with each members capital interest in the LLC.

10. Allocation and Distribution of Liquidation Proceeds

Regardless of any other provisions in this agreement, if there's a distribution in liquidation of this LLC, or when any member's interest is liquidated, all items of income and loss shall be allocated to the members capital accounts, and all appropriate credits and deductions shall then be made to these capital accounts before any final distribution is made. A final distribution shall be made to members only to the extent of, and in proportion to, any positive balance in each member's capital account.

E. Membership Withdrawal and Transfer Provisions

1. Withdrawal of Members

A member may withdraw from this LLC by getting written notice to all other members at least 90 days before the date the withdrawal is to be effective. In the event of such withdrawal, the LLC shall pay the departing member the fair value of his or her LLC interest, less any amounts owed by the member to the LLC. The departing member and remaining member shall agree at the time of departure on the fair value of the departing member's interest and the scheduled payments to be made by the LLC to the departing

member. In case of disagreement, the parties shall select an appraiser who shall determine the current value of the departing member's interest. This then shall form the basis of the amount to be paid to the departing member.

2. Restrictions on the Transfer of Membership

Notwithstanding any other provision of this agreement, and member shall not transfer his or her membership in the LLC unless all of the non-transferring LLC members first agree in writing to approve the admission of the transferee into this LLC. Further no member may encumber a part or all of his or her membership in the LLC by mortgage, pledge, granting of a security interest, lien or otherwise, unless this encumbrance has first been approved in writing by all other members of the LLC.

Notwithstanding the above provision, any member shall be allowed to assign an economic interest in his or her membership to another person without the approval of the other members. Such assignment shall not include a transfer of the members voting or management right in this LLC, and the assignee shall not become a member of the LLC.

F. Dissolution Provisions

1. Events That Trigger Dissolution of the LLC

The following events shall trigger dissolution of the LLC, except as provided:

a. Disassociation of Member—the disassociation of a member, which means the death, incapacity, bankruptcy, retirement, resignation or expulsion of a member, or any other event that terminates the continued membership of a member shall cause a dissolution of this LLC only if and has provided below:

1. If a vote Must Be Taken under State Law to Avoid Dissolution—if under provision of State Law a vote of the remaining LLC members is required to continue the existence of this LLC after the disassociation of a member, the remaining member shall affirmatively vote to continue the existence of this LLC within the period, and by the votes of remaining members, that may be required under such provisions. If such a vote is required to the period or number of votes required is not specified under such provisions, all remaining members must affirmatively vote to a continuation of this LLC

within 90 days from the date of the date of the disassociation of the member or this LLC shall dissolve under the appropriate procedures specified under State Law.

2. If a vote is not required under State Law to Avoid Dissolution—if State Law does not require such a vote to continue the existence and/or business of the LLC after the disassociation of a member, and/or allow the provision of this operating agreement to take precedence over State Law provisions relating to the continuance of the LLC following the disassociation of the member, then this

LLC shall continue its existence and business following such disassociation of a member without the necessity of taking a vote of the remaining members.

Notwithstanding the above, if the LLC is left with fewer members than required under State Law for the operation of an LLC following said disassociation, the LLC shall elect or appoint a member in accordance with any provisions of State

Law regarding such election or appointment. If such election or appointment is not made within the time period specified under State Law, or, if no time period is specified and the LLC makes no election or appointment within 90 days following the date of disassociation, the LLC shall dissolve under the appropriate procedures specified under State Law.

b. Expiration of LLC Term—the expiration of the term of existence of the LLC if such term is specified in the articles of organization, or similar organizational document, or this operating agreement shall cause dissolution of this LLC.

c. Written Agreement to Dissolve—the written agreement of all members to dissolve the LLC shall cause dissolution of this LLC.

d. Entry of Decree—the entry of a decree of dissolution of the LLC under State Law shall cause the dissolution of this LLC.

G. General Provisions

1. Officers

The LLC may designate one or more officers, such as a President, Vice President,

Secretary and Treasurer. Persons Who Fill These Positions Need Not Be Members of the

LLC. such positions may be compensated or non-compensated according to the nature and extent of the services rendered for the LLC as a part of the duties in each office.

2. Records

The LLC shall keep at its principal business address a copy of all proceedings of membership meetings, as well as books of accounts of the LLC's financial transactions. A list of the names and addresses of the current membership in the LLC also shall be maintained at this address, with notation so many transfers of member's interest to nonmembers or persons being admitted into membership in the LLC. Copies of the LLC's articles organization, similar organizational documents, a signed copy of this operating agreement and the LLC's tax returns for the preceding three tax years shall be kept at the principal business address of the LLC. All financials of the LLC shall also be kept at this address. Any member may inspect any and all records maintained by the LLC upon reasonable notice to the LLC.

3. All Necessary Acts

The members and officers of this LLC are authorized to perform all acts necessary to perfect organization of this LLC and to carry out its business operations expeditiously and efficiently. The Secretary of the LLC, or other officers, or all members of the LLC may certify to other businesses, financial institutions and individuals as to the authority of one or more members or officers of this LLC to transact specific items of business on behalf of the LLC.

4. Mediation and Arbitration of Disputes among Members

In any dispute over the provisions of this operating agreement and other disputes among members that cannot be resolved, the matter shall be submitted to mediation. Terms and procedures for mediation shall be arranged by the parties to the dispute. If good-faith mediation proves impossible or cannot be obtained by the members who are

parties to the dispute, the dispute may be submitted to arbitration in accordance with the rules of the

American Arbitration Association. Any party may commence arbitration by sending a written request for arbitration to all other parties to the dispute. The request shall state the nature of the dispute to be resolved by arbitration and if all parties to the dispute agree to arbitration, arbitration shall be commenced as soon as practical after such parties receive a copy of the written request. All parties shall initially share the cost of arbitration, but the prevailing parties are parties may be awarded attorney fees, costs and other expenses of arbitration. All arbitration decisions shall be final, binding and conclusive on all the parties to arbitration, and legal judgment may be entered based upon such decision in accordance with applicable law any court having jurisdiction to do so.

5. Entire Agreement

This operating agreement represents the entire agreement among the members of this LLC, and it shall not be amended, modified, or replaced except by a written instrument executed by all the parties to this agreement who are current members of the LLC as well as any and all additional parties who became members of this LLC after the adoption of this agreement. This agreement replaces and supersedes all prior written or oral agreements among any and all members of this LLC.

6. Severability

If any provision of this agreement is determined by a court or arbitrator to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this agreement, and the remaining provision shall remain in effect and enforceable.

H. Signatures of Members

1. Execution of Agreement


In witness whereof, the members of this LLC sign and adopt this agreement as the
Operating Agreement of this LLC.

Kerby Telemaque

Signature: 

Date: 1/25/2020

Forrest Terrance

Signature: 

Date: 2/2/2020

Cesar Montas

Signature: 

Date: 1/31/20