



By Laws of LETTUM EAT! INC.

ARTICLE I

NAME, LOCATION AND EFFECTIVE DATE

SECTION 1.1 Name. The name of the "Corporation" shall be LETTUM EAT, INC. (hereinafter "Corporation") and it shall include its successors and assigns.

SECTION 1.2 Location. The principal location for the Corporation shall be 1860 Meadowchase Court, Snellville, GA 30078. The principal location may be changed in the discretion of the corporate officers or the board of directors.

SECTION 1.3 Logo. The following are the official logos of the Corporation. The corporate officers or the board of directors shall have the right to alter, adopt and use the logos at will in association with official business of the corporation. Any use of the logo outside of the Corporation shall be approved by the board of directors.



ARTICLE II

GOVERNING INSTRUMENT, MISSION STATEMENT AND PURPOSE

SECTION 2.1 Governing Instruments. The Corporation shall be governed by its Articles of Incorporation and its Bylaws as maybe amended from time to time by the board of directors.

SECTION 2.1 Mission Statement. Mobile Food Provisions, Prepared with Care and Served with Compassion to Those in Need.

SECTION 2.2 Tax Exempt Purpose. The purposes of the Corporation, as set forth in the Articles of Incorporation, are exclusively charitable, educational, or religious, within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future Federal tax law ("Section 501(c)(3)"). In furtherance of such purposes, the Corporation shall have the same powers as an individual to do all things necessary or convenient to carry out the purposes, as set forth in the Articles of Incorporation and these Bylaws.

SECTION 2.3 Specific Purpose.

- A. To feed those in need in underserved communities and with underprivileged and homeless circumstances.



- B. To minimize food waste by executing regulated collection protocols, professional food services and resources to potential donors of surplus prepared foods and grocery items.
- C. To support established social services organizations with additional meal provisions to qualified candidates.
- D. To partner with religious organizations to outreach to those designated by LETTUM EAT! INC. as suffering from food insecurity.

SECTION 2.4 Limitations on Activities. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaigning on behalf of or against any candidate for public office. The Corporation shall not carry on any other activities not permitted to be carried on by an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1954 (the "Code") or the corresponding provision of any future United States revenue statute, as amended from time to time, or by an organization contributions to which are deductible under Section 170(c)(2) of the Code or the corresponding provision of any future United States revenue statute, as amended from time to time.

SECTION 2.5 Non-Discrimination. The Corporation shall not discriminate in any manner on the basis of race, religion, color, national origin, age, physical handicap or disability, sex or any other basis protected by law.

ARTICLE III **MEMBERSHIP**

The Corporation shall have no members.

ARTICLE IV **BOARD OF DIRECTORS**

SECTION 4.1 General Duties. The business and affairs of the Corporation shall be managed by a Board of Directors (hereinafter "Board") acting to promote the Corporation's purposes and within the scope of the powers granted herein and subject to the provisions of law and in the Articles of Incorporation but in furtherance and not in limitation of any rights and powers thereby conferred. The Board shall have the control and management of the affairs and operations of the Corporation and shall exercise all the powers that may be exercised by the Corporation. Powers of the Board include, but are not limited to:

- A. Planning and policy development;
- B. Financial management;
- C. Management of corporate documents and resolutions;



- D. Fundraising;
- E. Coordination of programs and services;
- F. Assessment and collection of donations;
- G. Public relations;
- H. Establishment and amendment of policies and guidelines to comply with in performing the Organization's Purpose and policy; and
- I. Promotion of the Organization's Purposes and the creation or licensing of such organizations as the Board shall deem necessary to carry out such purposes.

SECTION 4.2 Number. The number of Directors constituting the Board shall be fixed by the Board, except that the number shall be no less than one (1) and no more than fifteen (15). Any increase or decrease in the number of Directors within these specified limits shall be determined by a vote of at least three-fourths of the total Board. The Board will make every effort to keep the number of Directors an odd number. A reduction in the number of Directors shall not be used in the middle of a term of office as a means to remove a member of the Board.

SECTION 4.3 Qualifications. Directors shall be at least 18 years of age. Directors need not be residents of Georgia. All members of the Board shall submit an application which will include a resume or portfolio to be made a part of the Organizational Records of the Corporation. The Board may, from time to time, create other qualifications for Directors relating to the mission of the Corporation.

SECTION 4.4 Terms of Office. Each Director shall hold office for two (2) years and until such time as a successor has been elected and qualified, or until his or her death, resignation or removal. Each Director may be elected to more than one (1) term of office.

SECTION 4.5 Resignations and Removal. Any Director may resign from office at any time by delivering a written notice to the Board and the acceptance of the resignation, unless required by its terms, shall not be necessary to make the resignation effective. Any Director may be removed for cause by a vote of the Board provided that there is a quorum of not less than a majority of the remaining Directors present at the meeting at which such action is taken. Absence for three (3) or more consecutive Regular Meetings of the Board may be considered cause for removal.

SECTION 4.6 Vacancies. Any newly created directorships and any vacancy occurring on the Board arising at any time and from any cause may be filled by the vote of a majority of the Directors then in office at any Board' meeting. A Director elected to fill a vacancy shall hold office for the unexpired term of his or her predecessor.



SECTION 4.7 Attendance at Meetings. All Directors are expected to be in attendance at all Board meetings whether it is a regular scheduled meeting or a specially called meeting. If a Director cannot attend a meeting, he/she should notify the President, the Vice President or the Secretary at least eight (8) hours before the meeting begins. Failure to attend meetings may constitute removal for cause.

SECTION 4.8 Committees. The Board by resolution adopted by a majority of the entire Board may establish executive or standing committees including advisory boards. The resolution shall delegate specified authority to a committee and appoint members of a committee. A committee shall include one or more Directors and may include persons who are not Directors. All committee members serve at the pleasure of the Board. If the Board delegates any of its authority to a committee, the majority of the committee shall consist of Directors. The Board of Directors may delegate to the President its power to appoint and remove members of a committee which has not been delegated any authority of the Board. Members of the committee may adopt and from time to time amend rules and regulations for the conduct of their meetings and shall keep minutes which shall be submitted to the Secretary and the Board in a timely manner. The Chairperson of any committee shall be a member of the Board.

ARTICLE V **MEETINGS**

SECTION 5.1 Annual Meetings. A meeting of the Board shall be held annually at such place, on such date and at such time as may be fixed by the Board, for the purpose of electing Directors, receiving annual reports of the Board and Officers, and for the transaction of such other business as may be brought before the meeting.

SECTION 5.2 Regular Meetings. Regular meetings of the Board may be held at such dates, times and places as the Board may from time to time determine.

SECTION 5.3 Special Meetings. Special Meetings of the Board may be called by, or at the request of, the President, Vice-President, or a majority of the Board. The person, or persons, calling such Special Meeting of the Board may designate the place and time of the meeting.

SECTION 5.4 Participation by Telephone or Videoconferencing. Any one or more member of the Board or any committee thereof may participate in a meeting of the Board or such committee by means of a conference telephone or other similar communications equipment if all persons participating in the meeting can hear each other at the same time. Participation in a meeting by these means constitutes presence in person at the meeting.

SECTION 5.5 Notices. No notice need be given of any annual or regular meeting of the Board. Notice of a special called meeting of the Board shall be given by service upon each Director



in person, by electronic communication with confirmation of receipt or United States mail with adequate postage attached to the post office address as it appears upon the books of the Corporation. If such notice is provided in person or by electronic communication then it should be given no less than two (2) business days prior to the specially called meeting. If such notice is provided by United States mail then it should be postmarked no less than five (5) business days prior to the specially called meeting. The notice shall state the place, date, time of meeting, and the exact physical address. The notice shall state who called the meeting, and the general purpose for which the meeting is called. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where such attendance is for the purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 5.6 Quorums. At any meeting of the Board, a majority of the Directors then in office shall be necessary to constitute a quorum for the transaction of business at any meeting. If less than a quorum of the Directors is present at a duly called or held meeting, then a majority of the Directors present may adjourn and reconvene the meeting one time without further notice. Board members present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough members leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the Board required to constitute a quorum.

SECTION 5.7 Voting. At all meetings of the Board, each Director shall have one vote. In the event that there is a tie in any vote, the President shall have an additional vote to be the tie-breaker. A Director who is present at a meeting of the Board at which action on any matter is taken shall be presumed to have assented to the action taken unless, his or her dissent is entered in the minutes of the meeting or unless the dissenting Director files a written dissent to such action with the person acting as the Secretary of the meeting within twenty-four (24) hours after the adjournment of the meeting. However, a right to dissent shall not apply to a Director who voted in favor of such action.

SECTION 5.8 Action Without a Meeting. Any action required or permitted to be taken by the Board or any committee thereof may be taken without the necessity of a meeting, if each member of the Board or Committee consents in writing to the adoption of a resolution authorizing the action to be taken. Any written document (including facsimile, e-mail, or other electronic transmission) shall constitute writing for the purposes of this Section. The resolution and the written consents thereto by the members of the Board or committee shall be filed in paper or electronic form with the minutes of proceedings of the Board or committee.

SECTION 5.9 Roberts Rules of Order. All meetings when applicable shall be conducted in accordance with the latest edition of Roberts Rules of Order based on the rules of procedures for small organizations.



ARTICLE VI

OFFICERS AND DIRECTORS

SECTION 6.1 Election and Qualifications; Term of Office. The Officers of the Corporation shall be a President, a Secretary, a Treasurer, and a Vice-President. The Officers shall be elected by the Board at the annual meeting of the Board. If the election of Officers is not held at this meeting, then the election shall be held as soon thereafter as conveniently possible. Each Officer shall hold office for a term of two (2) years and until such Officer's successor has been elected or appointed and qualified, unless such Officer shall have resigned or shall have been removed as provided herein. Officers may seek to be elected to additional two (2) year terms. The same person may hold more than one office, except that the same person may not be both President and Secretary. The Board may appoint such other Officers as may be deemed desirable, including one or more Vice-Presidents, one or more Assistant Secretaries, and one or more Assistant Treasurers. Such additional Officers shall serve for such period as the Board may designate.

SECTION 6.2 Removal. Any Officer elected or appointed by the Board may be removed by a two-thirds vote of the Directors present and voting at a meeting of the Board at which a quorum is present. Removal may occur with or without cause at any time. The removal of an officer shall be without prejudice to the contract rights if any, of the officer.

SECTION 6.3 Resignation. Any Officer may resign his or her office at any time, such resignation to be made in writing and to take effect immediately without acceptance by the Corporation.

SECTION 6.4 Vacancies. Any vacancy occurring in any office, whether because of death, resignation or removal, with or without cause, or any other reason, shall be filled by the Board.

SECTION 6.5 Powers and Duties of President. The President shall be a member of the Board. The President shall be the Chief Executive Officer of the Corporation. The President shall from time to time make such reports of the affairs and operations of the Corporation as the Board may direct and shall preside at all meetings of the Board. The President shall be an ex-officio member of all committees including advisory boards. The President shall have such other powers and shall perform such other duties as may from time to time be assigned to the President by the Board. The President shall sign or cause to be signed all legal documents including contracts of the Corporation. The President shall promote and enforce the policies, procedures and purpose of the Corporation.

SECTION 6.6 Powers and Duties of Vice President. The Vice President shall be a member of the Board. The Vice President shall perform the duties of the President in the absence or disability of the President with the prior approval of the Board. The Vice President may countersign checks



and other documents as directed by the Board and President. The Vice President shall assist the President in all functions of the Corporation as needed.

SECTION 6.7 Powers and Duties of Secretary. The Secretary shall be a member of the Board and shall record and keep minutes of all meetings of the Board including General Meetings, Special Meetings, and the Annual Meeting. The Secretary shall be the custodian of, and shall make or cause to be made the proper entries in, the minute book of the Corporation and such books and records as the Board may direct. The Secretary shall be the custodian of the seal of the Corporation and shall affix such seal to such contracts, instruments and other documents as the Board or any committee thereof may direct. The Secretary shall keep the minutes as part of the Corporation's records and read the minutes during the meeting at the appropriate time. The Secretary shall give all notices as provided in the By-Laws or as required by law and keep a register of the mailing address of each Director. The Secretary shall keep a record of when the term of each Director expires and shall notify the President of when elections need to be held. The Secretary shall perform all duties incident to the office of Secretary and perform duties assigned by the President or by the Board. The Secretary shall be responsible for maintaining the Corporation's website. The Secretary shall be responsible for email communications as needed. The Secretary shall be responsible for getting the agenda out in the appropriate time frame. The Secretary will co-sign all policies and procedures and ensure that they are placed in the appropriate book.

SECTION 6.8 Powers and Duties of Treasurer. The Treasurer shall be a member of the Board. The Treasurer shall be custodian for all funds and securities of the Corporation. Whenever so directed by the Board, the Treasurer shall render a statement of the cash and other accounts of the Corporation, and the Treasurer shall cause to be entered regularly in the books and records of the Corporation to be kept for such purpose full and accurate accounts of the Corporation's receipts and disbursements. The Treasurer shall at all reasonable times exhibit the books and accounts to any Director upon application at the principal office of the Corporation during business hours. The Treasurer shall write checks and disburse funds to discharge obligations of the Corporation. However, funds may not be drawn from the Corporation or its accounts for any amount without the signature of the President, Vice-President, or other designee of the Board in addition to the signature of the Treasurer. The Treasurer shall have such other powers and shall perform such other duties as may from time to time be assigned to the Treasurer by the Board.

SECTION 6.9 Compensation of Officers. The President as the Chief Executive Officer and the main representative of the Corporation may be entitled to a fair and reasonable and not excessive compensation as desired by the Board along with any other officers as determined by the Board. If an officer receives a compensation then the amount of the compensation shall be set by the Board and reviewed on an annual basis. Any officer that received a compensation shall be annually evaluated on his/her performance by the Board. In determining a fair and reasonable compensation the Board shall research and consider the compensation given to similarly situated employers from comparable corporations or organizations. The Board shall meet to discuss, vote and approve any proposed compensation for an officer before it is given. The minutes from said meeting shall include which data if any the Board used to determine the proposed compensation.



ARTICLE VII

BANK ACCOUNTS, FISCAL POLICIES, CONTRACTS, CONFLICT OF INTEREST

SECTION 7.1 Bank Accounts. The Board is authorized to select the banks or depositories it deems proper for the funds of the Corporation. The Board shall determine who shall be authorized from time to time on the Corporation's behalf to sign checks, drafts or other orders for the payment of money, acceptances, notes or other evidences of indebtedness. The Treasurer shall provide the Corporation's bank statements for a review by the Board at least annually at the Annual Meeting.

SECTION 7.2 Locations of Records. The financial records of the Corporation shall be kept at 1860 Meadowchase Court, Snellville, Georgia 30078 unless the Board designates a new place. The Board may review the financial records of the Corporation at any time.

SECTION 7.3 Fiscal Year. The Fiscal year has been set forth by the Articles of Incorporation for January 1 to December 31 of the given year.

SECTION 7.4 Contracts. The Board may authorize any Officer or Officers, agent or agents, in addition to those specified in these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized by the Board, no Officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or render it liable for any purpose or to any amount.

SECTION 7.5 Conflict of Interest. The Corporation shall not make any loan to a Director. A Director or Officer, or Committee Member of the Corporation may lend money to and otherwise transact business with the Corporation except as otherwise provided by the By-Laws, articles of incorporation, and all applicable laws. Such person transacting business with the Corporation has the same rights and obligations relating to the Corporation. The Corporation shall not borrow money from or otherwise transact business with a Director, Officer, or Committee Member of the Corporation unless the transaction is described fully in a legally binding instrument and is in the best interests of the Corporation. The Corporation shall not borrow money from or otherwise transact business with a Director, Officer, or Committee Member of the Corporation without full disclosure of all relevant facts and without the approval of the Board, not including the vote of any person having a personal interest in the transaction.

SECTION 7.6 Fundraising. The Board shall approve all fundraisers at a board meeting prior to the announcement of said fundraiser. The Board shall notify parties involved as soon as decision



is reached. The Corporation shall maintain its Charitable Organizational Status by registering every two years with the Secretary of State in Georgia to solicit funds.

SECTION 7.7 Non-Liability of Directors. Neither the Directors nor the Officers of the Corporation shall be personally liable for the debts, liabilities, or other obligations of the Corporation.

ARTICLE VIII **INDEMNIFICATIONS**

SECTION 8.1 Indemnity Under Law. The Corporation shall indemnify and advance the expenses of each person to the full extent permitted by law.

SECTION 8.2 Additional Indemnification.

(a) The Corporation hereby agrees to hold harmless and indemnify each of its Directors, Officers, employees and agents (the "Indemnitee") from and against, and to reimburse the Indemnitee for, any and all judgments, fines, liabilities, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred, as a result of or in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than one by or in the right of the Corporation to procure a judgment in its favor, including an action, suit or proceeding by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise for which the Indemnitee served in any capacity at the request of the Corporation, to which the Indemnitee is, was or at any time becomes a party, or is threatened to be made a party, or as a result of or in connection with any appeal therein, by reason of the fact that the Indemnitee is, was or at any time becomes a Director or Officer of the Corporation, or is or was serving or at any time serves such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, whether arising out of any breach of the Indemnitee's fiduciary duty as a Director, Officer, employee or agent of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise under any state or federal law or otherwise; provided, however, that no indemnity pursuant to this Section 2 shall be paid by the Corporation (i) if a judgment or other final adjudication adverse to the Indemnitee establishes that the Indemnitee's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that the Indemnitee personally gained in fact a financial profit or other advantage to which the Indemnitee was not legally entitled; or (ii) if a final judgment by a court having jurisdiction in the matter shall determine that such indemnification is not lawful.



The termination of any such civil or criminal action or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create any presumption that the Indemnatee acted in bad faith and/or was dishonest.

(b) The obligation of the Corporation to indemnify contained herein shall continue during the period the Indemnatee serves as a Director, Officer, employee or agent of the Corporation and shall continue thereafter so long as the Indemnatee shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that the Indemnatee was a Director or Officer of the Corporation or served at the request of the Corporation in any capacity for any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

(c) Promptly after receipt by the Indemnatee of notice of the commencement of any action, suit or proceeding, the Indemnatee will, if a claim in respect thereof is to be made against the Corporation under this Section 2, notify the Corporation of the commencement thereof; but the omission so to notify the Corporation will not relieve it from any liability which it may have to the Indemnatee otherwise than under this Section 2. With respect to any such action, suit or proceeding as to which the Indemnatee notifies the Corporation of the commencement thereof:

(i) The Corporation will be entitled to participate therein at its own expense; and,

(ii) Except as otherwise provided in the last sentence of this subpart ii, to the extent that it may wish, the Corporation jointly with any other indemnifying party similarly notified will be entitled to assume the defense thereof, with counsel satisfactory to the Indemnatee. After notice from the Corporation to the Indemnatee of its election so to assume the defense thereof, the Corporation will not be liable to the Indemnatee under this Section 2 for any legal or other expenses subsequently incurred by the Indemnatee in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided in the last sentence of this subpart ii. The Indemnatee shall have the right to employ his or her own counsel in such action, suit or proceeding but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of the Indemnatee unless (A) the employment of counsel by the Indemnatee has been authorized by the Corporation in connection with the defense of such action, (B) the Indemnatee shall have reasonably concluded that there may be a conflict of interest between the Corporation and the Indemnatee in the conduct of the defense of such action, or (C) the Corporation shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and expenses of counsel for the Indemnatee shall be borne by the Corporation (it being understood, however, that the Corporation shall



not be liable for the expenses of more than one counsel for the Indemnatee in connection with any action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances). The Corporation shall not be entitled to assume the defense of any action, suit or proceeding brought by or on behalf of the Corporation or as to which the Indemnatee shall have made the conclusion provided for in clause (B) of the preceding sentence of this subpart ii.

(iii) Anything in this Section 2 to the contrary notwithstanding, the Corporation shall not be liable to indemnify the Indemnatee under this Section 2 for any amounts paid in settlement of any action or claim effected without its written consent. The Corporation shall not settle any action or claim in any manner which would impose any penalty or limitation on the Indemnatee without the Indemnatee's written consent. Neither the Corporation nor any such person will unreasonably withhold their consent to any proposed settlement.

(d) In the event of any threatened or pending action, suit or proceeding which may give rise to a right of indemnification from the Corporation to the Indemnatee pursuant to this Section 2, the Corporation shall pay, on demand, in advance of the final disposition thereof, expenses incurred by the Indemnatee in defending such action, suit or proceeding, other than those expenses for which the Indemnatee is not entitled to indemnification pursuant to clause (ii) of the proviso to part (a) of this Section 2 or part (b) of this Section 2. The Corporation shall make such payments upon receipt of (i) a written request made by the Indemnatee for payment of such expenses, (ii) an undertaking by or on behalf of the Indemnatee to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation hereunder, and (iii) evidence satisfactory to the Corporation as to the amount of such expenses. The Indemnatee's written certification together with a copy of the statement paid or to be paid by the Indemnatee shall constitute satisfactory evidence as to the amount of such expenses.

(e) The rights to indemnification and advancement of expenses granted to the Indemnatee under this Section 2 shall not be deemed exclusive, or in limitation of any other rights to which the Indemnatee may now or hereafter be entitled under the Corporation's Certificate of Incorporation or otherwise under the Corporation's By-Laws, as now in effect or as hereafter amended, any agreement, any vote of members or Directors, any applicable law, or otherwise.

SECTION 8.3 Limitation. No amendment, modification or rescission of this Article VIII shall be effective to limit any person's right to indemnification with respect to any alleged cause of action that accrues or other incident or matter that occurs prior to the date on which such modification, amendment or rescission is adopted.



ARTICLE IX **DISSOLUTION**

The Corporation may be dissolved only upon adoption of a plan of dissolution and distribution of assets by the Board that is consistent with the Certificate of Incorporation, with existing or future laws and regulations of the Internal Revenue Code and with State law.

ARTICLE X **AMENDMENTS**

These By-Laws may be altered, amended, added to or repealed at any meeting of the Board called for that purpose by a 2/3 vote of the Directors then in office.

ARTICLE XI **CONSTRUCTION and CONFLICTS OF LAW**

In the case of any conflict between the Certificate of Incorporation of the Corporation and these By-Laws, the Certificate of Incorporation of the Corporation shall control. These Bylaws shall be governed by the laws of the State of Georgia and applicable federal laws.

These Bylaws were adopted at a meeting of the Board of Directors of LETTUM EAT! INC.
on _____, 20____.

Hank Reid
President

Carol Wilson
Secretary

Jose Aguilar
Vice President

Harold Archie
Treasurer