

Legacy Guardian Foundation Ltd. (LGF) Bylaws

State of Georgia; State of Florida

BACKGROUND:

The name of this non-profit organization is Legacy Guardian Foundation Ltd. (LGF). This foundation is organized in accordance with the Georgia Non-profit Corporation Code, as amended. **The LGF Organization has not been formed for the purpose of making profit or obtaining personal financial gain.** The LGF organization is **NOT and MC, RC, MA or club of any kind.** The assets and income of this organization shall not be distributed to or for the benefit of the trustees, directors, or any other officers. **The assets and income shall only be used to promote non-profit purposes** as described below. Nothing contained herein shall be deemed to prohibit the payment of modest and reasonable compensation to employees and contractors for services provided for the benefit of the organization. This organization shall not carry on any activities not permitted to be carried out by a non-profit organization exempt from federal income tax. The LGF Organization shall not endorse any candidate or contribute to or work for or otherwise support or oppose any candidate for public office. This organization has been created exclusively for purposes subsequent to section 501(c)(3) of the Internal Revenue Code.

ARTICLE I. MEETINGS

1. Annual Meetings. An annual meeting shall be held once every calendar year by every chapter of the organization for the purposes of electing/appointing any Team leadership roles and transaction of such other business as may properly come before the meeting. The annual meeting shall be held during the month of April at the time and place designated by the chapter Team Lead that best fits the most amount of volunteers available to attend.

A. The following orders of business shall be addressed during the annual meeting unless decided otherwise by the Officers via written notice:

- Election or Appointment of new Officers and/or leadership roles/positions
- Reviewing the annual report
- Reconciling the balance sheet
- Any other transaction of such other business as may be properly brought before the meeting
- Requests for changes or edits to bylaws to submit to HQ

B. The volunteer who starts a new location chapter becomes its first Team Leader. Team leaders are in positions for 1 year. All chapters are required to hold an annual chapter meeting during the month of April to vote on who will be the next year's Team leader. There are no term limits for team leaders. All chapter volunteers have the right to vote, but only in person and with no proxies and long as they renew their annual registration. The chapter may decide together when their annual meeting will be and where it will be within the month of April. Upon completion of annual meetings and voting has been completed, within 24 hours the previous team leader must notify HQ in discord within their chapters section so that roles can be adjusted by HQ within the discord server. ***NOTE: if membership lapses and is not renewed by March 31st of the current year, even if member renews before their chapter annual meeting they can not be nominated for Team Lead position.**

2. Special Meetings. Special meetings may be requested by any member or officer specific to a topic that needs to be resolved to avoid future conflict or escalation of one. The only topic on the agenda will be the topic that needs resolving, and only volunteers involved in the situation will be present. All Managing Officers will be present.

A special meeting may be requested by providing 40 hrs. written notice by text message to the chapter Team Leader.

A special meeting of volunteers is not required to be held at a specific geographic location and will be designated by the team leader.

3. Informal Actions. Any action required to be taken, or which may be taken, at a meeting, may be taken without a meeting and without prior notice if consent in writing, set forth the action taken, is signed by the team leader and/or Director with respect to the subject matter of the vote. Votes may take place in official meetings, or through text or app in any case of which all volunteers have access and proper time to vote.

ARTICLE II. DIRECTORS

1. Role of Director shall be responsible for having the authority to manage the affairs of the LGF organization directly and/or by delegation.

2. Number of Directors. The organization shall be managed by a minimum of 3 permanent Managing Directors in leadership roles. (All other officer positions will be appointed through discussion and vote of the 3 managing officers)

3. Election and Term of Office.

A.) The Appointed Leadership of HQ shall be elected by a majority vote of Managing Directors at the annual meeting. Appointed Officers shall serve a term of One year, or until and unless a successor has been elected and qualified. Appointed officers

are expected to have complete transparency with the Volunteer-ship and managing Directors.

B.) Chapter Team Leaders who are in office for a term of one year at a time and voted upon annually by their chapter volunteers. Team leaders may appoint volunteers of their choosing to help them with certain tasks of their chapter such as media manager or event planner etc.; however, they hold no official title within the overall organization of LGF and are not “officers” of LGF.

4. MANAGING DIRECTORS

Permanent Managing Directors. The PERMANENT and unchanging Managing Officers of the LGF Organization shall be the following: *The Directors of the LGF Organization will remain as such unless or until voluntary resignation, death, or dissolution of the LGF Organization.*

(A) Ed Griffin (Owner)

(B) Melinda Griffin (Director)

(C) Rey Rodriguiz (Assistant Director)

APPOINTED MANAGING DIRECTORS. Appointed managing directors are appointed by the permanent managing directors, with no term limits until they resign, become deceased, or the permanent managing directors remove them from their position due to code of conduct or bylaw infractions, or lack of commitment and fulfilling their responsibilities. The directors reserve the right to add to, remove, or create appointed positions as needed.

(A) **(Safety Sweep (SS))** Monitors the group from the rear for HQ and all other rides he/she participates in, no matter what chapter he/she is visiting or riding with. Assists in lane changes blocking traffic for the remainder of the riding group to change lanes, manages safety and ensures no rider is left behind. Should a bike break down or go down he/she will stay with the rider to assist and contact team leader and route master of the ride. **This is the equivalent in job duties as a tail gunner.*

(B) **(Marshal)** Security officer for HQ and first in chain of command for Team Leaders. Responsible for safety at meetings, and events, as well as ensuring all foundation bylaws and regulations are being followed. Chapters with conflict that cannot be resolved within the chapter or particularly involve the team leader of a chapter may contact LGF Marshal for mediation and involvement when needed. The marshal has the authority to assess every situation and within bylaw guidelines make final decisions on behalf of HQ pertaining to disputes within location chapters. If any chapter location has concerns, or complaints against their team leaders, your first action needs to be to sit down and hash it out with your team leader. If an understanding or issue can not be resolved, your

first point of contact is the foundation Marshall "Goose" which can be done through private message on discord. The Marshall will investigate BOTH sides of the complaint and issue a final ruling based on the situation, evidence (if necessary) and possible witness accounts depending on the matter. The Marshall has full authority and backing of the Directors and Owner and can carry out necessary actions on our behalf. His ruling is final, and can only be overturned by a quorum vote by the founders. This includes suspension, or expulsion from the chapter, or foundation as a whole. **This is the equivalent in responsibility as a Sergeant at arms*

(C) Marketing Director- The Director of Marketing, develops and implements a foundation strategy in developing foundation awareness while actively coordinating outreach with potential partners, sponsors, and community organizations. The marketing Director will advertise through various forms of communication; in person, and/or through technological means to inform the community on all levels what our foundations mission is, and how we intend on fulfilling it.

5. Vacancies and Removals. The Permanent Managing Officers shall have the power to remove and/or Install an Appointed Officer to positions of the LGF Organization through quorum vote within a special meeting should an individual's repeated behavior or conduct not comply with the integrity, secrecy, and foundation of which the LGF Organization stands for.

Any vacancy that occurs on the Permanent Managing Officer Positions, whether by death, or resignation, may be filled by a majority vote of the remaining permanent Managing Officers.

6. Procedures. The Team Leaders shall keep written minutes of their proceedings in their permanent records. The minutes will include the resolutions proposed and voted upon, and any abstentions or objections to resolutions. It shall include discussions on the agenda and their outcomes pertaining to business conducted. The Director and Assistant Director has the right to request copies of any meeting minutes from any chapter at any time. Any and all Chapter meetings are required to be posted on discord within your chapters Category Rooms for transparency of all chapter members, as well as board oversight within 10 days of any meeting including the required April .annual meeting

7. Resignation. If an Officer wishes to resign from their position, they shall do so in the following manner: Submit letter of resignation and purpose declining the position, it must be disclosed on the discord server to the Director Melinda Griffin (Firefox), or Assistant Director Rey Rodriguez (Pappa Smurf) -(Names/role needs to be tagged with the resignation posting with the @(name)). In the event a Director/Officer decides to rescind his/her resignation must do so in writing in the following manner:

- Address Officers
- Start with a retraction statement

- Request to keep your job
- Apologize to the Officers for the inconvenience
- Explain your reasoning
- List the benefits of keeping you on
- Discuss your plans
- Close with thanks

It is up to the Officers to decide whether you can keep their Officer role or if they will uphold the terms of your initial resignation letter

ARTICLE III. REQUIREMENTS, REGULATIONS, EXPECTATIONS

1. **LGF Organization business conducted between the volunteers, Managing Officers, or Appointed Officers must be kept as in-house business and not discussed to the outside public, agencies, organizations or other entities unless consent of the board has been authorized.**
2. Each chapter must create and maintain a cash app account for their chapter if they plan to do fundraising, if they do they must post monthly statements in the designated discord room, and share their cash tag to the board of directors. Each individual chapter is required to do their own fundraising and/or fundraising events to raise any funds necessary towards their charity giving needs. *NOTE: if a chapter dissolves, any remaining chapter funds must be deposited into the HQ Cash app Account \$LGF4VETS. If cash app account is changed at any point, all funds from previous cash tag must be transferred to the new cash tag account and final monthly statements posted to discord.
3. Each chapter must organize 4 sanctioned GIVING events per year or once a quarter - this is the ONLY commitment of time requirement. (approved giving events can be found on discord and within these bylaws under article X.)
4. All chapter volunteers must be registered through HQ and pay their annual donation once a year January-March to remain as part of the chapter team, With exception of Board Members. Board Members automatically are renewed annually until, or unless they resign, or are removed. This includes Appointed Board Members.
5. When attending all sanctioned fundraising, rides, giving events, volunteers must be wearing approved annual t-shirts representing the organization until the event is over. **At least 5 pictures must be taken at all sanctioned events to include 1 group photo. Photos must then be uploaded to discord under your chapter location to be uploaded to foundation social media by the founders.**

6. Volunteers do **NOT** have to be motorcycle riders; however, it is highly encouraged that all teams have volunteers who ride and own motorcycles for representing at community memorials, escorts or honor rides.
7. **Registered volunteers will pay \$100 annual donation between January 1st and April 1st** to cover the costs of their annual t-shirts and patches. If a new member registered after October 31st and before December 31st, they would not have to renew until the following year. **Each volunteer will receive 3 annual T-shirts in their requested size and 1 annual mini rocker patch, and 25 foundation business cards** Brand new volunteers will also receive a 3-inch round logo patch.
8. **All team volunteers must be on the discord server for logistics and communications between HQ and team chapters**
9. Motorcycle riders do not wear a vest over foundation T-shirt when riding together for sanctioned events **UNLESS** the riders vest has a foundation back patch which can be purchased from HQ for a \$40 donation. **We are not an MC, RC, MA or any club and do not wish to be portrayed as such.** However, **our foundation must be represented in uniform when participating in rides or charity events.**
10. **There is a 2-person rule on counting donation cash at fundraising events.** Two volunteers must count the money in front of each other **and** fill out the event finance form. Once the cash has been deposited to your chapters cash app account submit the event finance form along with receipt of deposit and event flyer *You will have 2 weeks from the event date to submit these financials allowing time for deposits to be made.* Fundraising Finance forms are electronically filled out online through:
<https://forms.zohopublic.com/legacyguardian3gm1/form/LGFEventFinanceForm/ormperma/3z3V7F1Uuv73pX9cY4xc7DaKH0Y3EI71YULDcZYV1QI>
11. All team leaders will be given a chapter email address from HQ for all LGF related official communications and must pass it on when/if a new team leader is elected annually along with all chapter related bookkeeping, history of minutes, finances, business of any kind relating to the chapter.
12. **Brand new location chapters** will have a 6-month grace period to establish themselves and start building their volunteer team before the quarterly commitment of giving events is required.

13. All Team Leads will need to fill out the Sanctioned Event AAR within 1 week of completing a giving event. The form can be filled out online through:
<https://forms.zohopublic.com/legacyguardian3gm1/form/GivingEventAAR/formpe rma/mUcaXrv05COtvLWj4J05EMTWxlzDfSRfiFyOZ3-q5Qo>
14. The volunteer who starts a new location chapter becomes its first Team Leader. Team leaders are in positions for 1 year. **All chapters are required to hold an annual chapter meeting during the month of April to vote on who will be the next year's Team leader.** There are no term limits for team leaders. All chapter volunteers have the right to vote, but only in person and with no proxies if they renewed their annual registration. The chapter may decide together when their annual meeting will be and where it will be within the month of April. Upon completion of annual meetings and voting has been completed, **within 24 hours the previous team leader must notify HQ in discord within their chapters section so that roles can be adjusted by HQ within the discord server.**
15. **Vest/jacket back patches can be purchased only from HQ by donating \$40 per back patch** via the foundation's website OR cash-app \$LGF4vets and sending copy of donation receipt through email to legacyguarding3@gmail.com Please include legal name, shipping address and that the donation was for a back patch. The patch is identical to the 3-inch logo all new volunteers get however it is 11.5 inches in diameter.

ARTICLE IV. EXECUTION OF INSTRUMENTS

1. Instruments. All instruments that are executed on behalf of the LGF Organization which are acknowledged and which affect an interest in real estate shall be executed by the Owner or Director. All other instruments executed by the LGF Organization, including a release of mortgage or lien, may be executed by the Owner or Director. Notwithstanding the previous provisions in this document, any written instrument may be executed by any officer(s) or agent(s) that are specifically designated this responsibility and authority in writing by a resolution of the LGF Organization Director.

ARTICLE V. AMENDING BYLAWS

1. Amendment Procedure. The Bylaws may be amended any given time as mission dictates for the welfare of the LGF Organization, altered, or repealed by the Officers and volunteer-ship by a majority of a quorum vote at any regular or special meeting. The full text of the proposed change shall be distributed to all volunteers at least thirty (30) days before the meeting where the change is to be voted on. General volunteer-ship must attend annually at their April meeting to request an amendment to repeal, alter, or add to the bylaws with a written proposal as to what they are

requesting. The request will be taken into consideration and brought to the agenda of the next scheduled board meeting in May and voted upon with or without any alterations to the requested change. All volunteers shall have access to the bylaws upon request at any time.

2. Bylaws will be signed by the Director and Assistant Director once approved.

ARTICLE VI. INDEMNIFICATION

1. Indemnification of Directors/Officers. Any Director or Officers who are involved in litigation by a reason of their position as a Director or Officer of this LGF Organization shall be indemnified and held harmless by the LGF Organization to the fullest extent authorized by law as it now exists or may subsequently be amended to broaden said rights.

2. Indemnification of Volunteers, who are involved in litigation by reason of their work with the LGF Organization shall be indemnified and held harmless by the LGF Organization to the fullest extent authorized by law as it now exists or may subsequently be amended to broaden said right's

ARTICLE VII. CONDUCT DURING OFFICIAL FUNCTIONS OR REPRESENTING Legacy Guardian Foundation Ltd. (LGF)

A.) Applies to all volunteers, agents, board volunteers, and officers;

- **When representing the LGF Organization** and wearing the uniform or acting as a liaison out of uniform to **outside or external sources**, whether it be on camera, group conversation, attendance of other LGF Organizational public events, sanctioned rides, or meetings; **excessive alcohol consumption will not be allowed during the event or happening**. No alcoholic beverage is allowed during **sanctioned Giving events AT ALL**. Once the event is over and gear packed up (if applicable) volunteers can change their shirts and then drink if desired.

Private chapter gathering or parties are ok, SOME fundraising events are ok, however if drinking is going to take place such as a fundraising party, or bike night at a bar location etc. Then prior HQ approval is required. **If drinking alcoholic beverages is taking place, all volunteers are still expected to conduct themselves responsibly and with good conduct and professionalism set forth by the bylaw guidelines. Excessive yelling, cussing, or acting foolishly will not be tolerated.**

Drinking and driving is also a violation of law, and you are expected to act responsibly during sanctioned rides for the safety and welfare of yourself and other riders. If poor behavior, or drinking and driving above the allowed limit occurs; a complaint may be filed and member/rider reprimanded for their actions by the board, the foundation Marshall, and/or leadership officers.

Note : It does not effectively matter if you know individuals outside of the official

event, if you are behaving or speaking inappropriately and cannot "polish" or substitute foul language while in representation of the LGF Organization, then you are in violation.

- This **does not pertain to private social gathering** of the volunteers for holiday parties, and recreational activities. These cases are by, for, and made up of the volunteers and their families only for celebrating, and not for external involvement.

ARTICLE VIII. GENERAL CONDUCT OF VOLUNTEERSHIP

Bullying, gossip or drama towards others will not be tolerated, and will be reprimanded when witnessed. Volunteers are expected to resolve conflicts arising like adults.

A.) Chapters with conflict that cannot be resolved within the chapter or particularly involve the team leader of a chapter may contact the LGF Marshall for mediation and involvement when needed. The marshal has the authority to assess every situation and within bylaw guidelines make final decisions on behalf of HQ pertaining to disputes within location chapters.

B.) If a round table with the leadership needs to be called because a conflict escalates, both sides of the conflict will be heard and a vote among the board and leadership will occur as to the solution of the matter. Once the solution is presented both parties in conflict must shake hands and agree to accept the leadership's decision and move forward without continued conflict.

C.) If continued conflict occurs between volunteers of the same situation, or new happenings continuing the drama between two volunteers who are clearly not getting along, then the Foundation Marshall will remove one or both volunteers from the chapter.

D.) NO DRAMA! KEEP YOUR DRAMA AT HOME

ARTICLE IX. DISSOLUTION

1. **Dissolution Procedure.** The LGF Organization may be dissolved only with notice to the Officers given by the director or owner at a special meeting called for that express purpose.

2. **Liabilities.** All liabilities and obligations shall be paid, satisfied, and discharged, or adequate provisions shall be made, therefore.

3. **Distribution of Assets.** Assets not held upon a condition requiring return, transfer, or conveyance to any other organization or individual shall be distributed, transferred, or conveyed, in trust or otherwise, to charitable and educational organization, organized under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, of a similar or like nature to this organization, as determined by the Board of Directors.

ARTICLE X. MISSION & ACCEPTED “GIVING EVENTS”

1.) MISSION STATEMENT: Honoring Veterans, Preserving Legacies, Supporting Community

At Legacy Guardian Foundation Ltd., our mission is to honor the lives and legacies of heroes who have made significant sacrifices for our communities through service of community or country. We are dedicated to preserving their memory through the establishment of a lasting online memorial. In addition to celebrating these brave individuals, we support veterans within the community through community action. Through these initiatives, we strive to uphold the values of bravery, sacrifice, and compassion, working tirelessly to support the heroes of today and tomorrow.

2.) ACCEPTED FOR REQUIRED GIVING EVENTS

(If you think of something not listed, please ask HQ for prior approval in discord or through email legacyguarding3@gmail.com BEFORE you begin planning)

-Feeding veterans for free such as a pancake breakfast or grill n chills, Thanksgiving or Christmas dinners (please check with your local municipality to ensure it is ok or if you need some sort of permit)

-Wounded Warrior Escorts, Funeral or Memorial Escorts, or standing up Flag Lines (we accept joining PGR missions that are not of your own organizing)

-Christmas angel tree gift giving for veteran or military children organized by your chapter (or similar for other holidays)

-adopting elderly veterans and visiting a nursing home, gift giving, etc. Or entire nursing home or health rehab event for honoring their veteran or military patients in some way

-building or purchasing and installing wheelchair ramps for disabled veterans - yard work for disabled veterans

ARTICLE XII MOTORCYCLE RIDE LIABILITY WAIVER

In consideration of being permitted to participate in the motorcycle ride organized by Legacy Guardian Foundation Ltd. (LGF) Joining Volunteers shall agree to the following:

1. **Acknowledgment of Risk**: I understand that motorcycle riding involves inherent risks, including but not limited to accidents, injuries, or death. I acknowledge that these risks can be reduced but not eliminated and that participation is voluntary.
2. **Release and Waiver**: I hereby release, waive, discharge, and hold harmless Legacy Guardian Foundation Ltd. (LGF) its agents, employees, sponsors, and representatives from any and all claims, liabilities, losses, damages, expenses, or costs arising out of or related to my participation in the ride, even if caused by their negligence.
3. **Assumption of Responsibility**: I am solely responsible for my own safety and that of my motorcycle. I affirm that I hold a valid motorcycle license, have appropriate insurance coverage, and understand the rules of the road.
4. **Medical Conditions**: I certify that I do not have any physical or medical conditions that would affect my ability to participate in this motorcycle ride.
5. **Governing Law**: This waiver shall be governed by the laws of the State of Georgia.
6. **Severability**: If any provision of this waiver is found to be unenforceable, the remaining provisions shall remain in effect.