

BY-LAWS OF SUNDAY TO SUNDAY, INC

ARTICLE I ORGANIZATION

Name

Section 1. The name of the organization shall be Sunday to Sunday, Inc.

Section 2. The organization may, by a unanimous vote of the Board of Directors, change its name.

ARTICLE II PURPOSES

Purpose

Section 1. Sunday to Sunday, Inc is organized to spread the love of God through the creation of in-town missions experiences.

ARTICLE III MEMBERSHIP

Membership

Section 1. Membership shall consist only of the members of the Board of Directors.

ARTICLE IV MEETINGS

Board Meeting Attendance

Section 1. Directors are expected to adhere to the "Director Attendance Policy," and attend Board meetings and meetings of committees on which they serve. All Board meetings, unless otherwise noted or voted on by a two-thirds (2/3) vote of the Board, shall be attended in person. A copy of the "Director Attendance Policy," is attached as Appendix B.

Section 2. Any Director who is absent from two (2) consecutive regular meetings of the Board without just cause as determined by the Board shall automatically vacate the seat on the Board. The vacancy shall be filled as provided by the Board Election procedures; however, the Board shall consider each absence of a Director as separate circumstance and may expressly waive such absence by a two-thirds (2/3) vote of the members present at that meeting.

Section 3. If a unanimous decision is necessary at the time of a Director's absence the President shall be given temporary voting privileges for the sole purpose of that vote. The missing Director shall have the minutes of the meeting mailed to them within 10 days.

Agenda

Section 4. The Chairman of the Board will set the agenda for each meeting of the Board. Any director may suggest agenda items and may raise at meetings other matters they consider worthy of discussion.

Board Materials Distributed in Advance

Section 5. Management will be responsible for assuring that, as a general rule, information and data that are important to the Board's understanding of the Company's business and to all matters expected to be considered and acted upon by the Board be distributed in writing to the Board sufficiently in advance of each Board meeting and each action to be taken by written consent to provide the directors a reasonable time to review and evaluate such information and data. Management will make every attempt to see that this material is as concise as possible while still providing the desired information. In the event of a pressing need for the Board to meet on short notice or if such materials would otherwise contain highly confidential or sensitive information, it is recognized that written materials may not be available in advance.

Section 6. To prepare for meetings, directors should review these materials in advance. Directors will preserve the confidentiality of all materials given and information provided to the Board.

Board Presentations

Section 7. Presentations on specific subjects shall be sent to the Board members in advance so that Board meeting time may be conserved and discussion time focused on questions that the Board has about the material. On those occasions in which the subject matter is too sensitive to distribute in written form, the presentation will be discussed at the meeting.

Strategic Planning

Section 8. The Board will review the Company's long-term strategic plan during at least one Board meeting each year specifically devoted to this purpose.

Annual Meetings

Section 9. An Annual meeting shall be conducted on the date of a regular meeting as set by the Board of Directors who shall also set the time and place. If that date shall ever fall on a legal holiday, then and in that event, the Board of Directors shall reschedule the meeting no further than two weeks from the original date fixed by the Board. The Secretary shall cause a Notice to be sent to every member.

Regular Meetings

Section 10. Regular meetings of this organization shall be held in various locations to be determined by the Chairman of the Board of Directors and announced within the Notice sent to every member. The Notice shall state the legitimacy of conference telephone or similar communications equipment as attendance.

Special Meetings

Section 11. The Board shall conduct Special meetings at the request of the President when he deems it for the best interest of the organization. Notice of such meetings shall be delivered to the Board no less than ten (10) days before the scheduled date of the special meeting. The Notice shall state the legitimacy of conference telephone or similar communications equipment as attendance.

Section 12. No other business but that specified in the notice may be transacted at such special meeting without the unanimous consent of all present at such meeting.

Quorum

Section 13. A quorum shall exist when at least fifty (50%) percent of the voting members of the Board are present. If a quorum cannot be reached, the meeting should be adjourned immediately. Any actions taken in the absence of quorum are void. When a meeting is adjourned for lack of a quorum, the Chairman shall determine the time and location of the rescheduled meeting but it may not extend more than three weeks from the date of the original meeting.

Section 14. If a member of the Board has to leave in prior to the end of a meeting and a quorum no longer exists, the meeting must be adjourned immediately as this constitutes breaking the quorum.

Majority Action

Section 15. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board unless the Articles of Incorporation or Bylaws of S2S or provisions of Georgia law, particularly those provisions relating to the appointment of committees, major financial decisions and appointment of Directors, require a greater percentage or different voting rules for approval of a matter by the Board.

Non-liability of Directors

Section 16. The Directors shall not be personally liable for the debts, liabilities, or other obligations of S2S.

Directors' inspection rights

Section 17. Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of S2S.

Conduct of meetings

Section 18. Meetings of the Board shall be presided over by the Chairperson or Executive Vice Chairperson of S2S or in the absence of each of these persons, by a Chairperson chosen by a majority of the Directors at the meeting. The Secretary of S2S shall act as secretary of all meetings of the Board. In his or her absence, the presiding officer shall appoint another person to act as Secretary of the Meeting.

Action Without Meetings

Section 19. Action Without Meetings are Board pre-approved actions the President can take without the need to obtain further vote from the Board. The Action Without Meetings form must be signed and executed by each director before the corporate action becomes effective, and delivered to the corporation for inclusion in the minutes or filing with the corporate records. The Board shall be notified within 3 days of any action without meeting.

Section 20. Actions may include the authority to:

- a. Enter into a contract
- b. Sell all assets in the Corporation
- c. Remove an officer

Section 21. A copy of the Action Without Meeting form is attached as Appendix C.

Notice of Meeting

Section 22. The Notice of the Meeting shall be sent to the Board no later than 14 days prior to the next meeting informing them of time, location, agenda and any other information deemed necessary by the Chairman of the Board. This Notice shall also be used for special meetings. The Notice of Meeting must be signed by the Company Secretary and keep with other important corporate records.

Section 23. A copy of the Notice of the Meeting is attached as Appendix D.

Waiver of Notice

Section 24. A Waiver of Notice may be used in the event that one or more Directors did not receive the proper Notice of a regular or special meeting of the Board or the particulars of the meeting have changed. All Directors who did not receive the proper Notice will need to sign the waivers. The Waiver, once signed, will be kept with other important corporate records.

Section 25. A copy of the Waiver of Notice for multiple Board member is attached as Appendix E. A Waiver of Notice for a single Director is attached as Appendix F.

ARTICLE V VOTING

Open Voting

Section 1. The Board shall vote on all issues by voice unless the Board determines that ballot voting is required. All issues brought before the Board shall first be motioned and duly seconded before a vote is called.

Ballot Voting

Section 2. A ballot vote shall be conducted in writing and collected by the Company Secretary. The results of the vote will be made known at the end of the vote. Any Director (s) attending the meeting via conference telephone or similar communications must mail or e-mail their vote within 1 day of the Board meeting to the Company Secretary. The results of the vote will be made known via the Board Minutes once the conferencing Director (s) vote (s) have been tallied.

Proxy Voting

Section 3. Each director shall have one vote and such voting may not be done by proxy.

Delayed Vote

Section 4. If a majority or unanimous vote cannot be achieved then the vote shall be delayed until the next regularly scheduled meeting.

ARTICLE VI ORDER OF BUSINESS

Order of Business

Section 1.

- a. Determine Quorum
- b. Approval of Minutes from Previous Meeting
- c. Approval of Agenda
- d. Report from President
- e. Reports of Officers
 - a. Chief Financial Officer
 - b. Director of Strategic Initiatives
- f. Reports of Committees
- g. Old and Unfinished Business
- h. New Business
- i. Adjournment

ARTICLE VII BOARD OF DIRECTORS

Corporate Governance Guidelines

Section 1. The Board shall be held to these Governance Guidelines. They establish a common set of expectations to assist the Board and its committees in fulfilling their responsibilities to the Company. In recognition of the continuing evolution of corporate governance best practices, these are living guidelines that will be periodically reviewed and, if appropriate, revised by the Board.

Change of Responsibility of Director

Section 2. Directors are expected to report changes in their employment or their business or professional affiliations or responsibilities, including retirement, to the Chairman of the Board. A director will tender a resignation when there is a change in the director's principal employment. Based on advice from the Chairman of the Board; the Board will decide whether continued Board membership is appropriate under the circumstances.

Retirement

Section 3. A director will retire from the Board at the first Annual Meeting following the director's 70th birthday.

Other Board Memberships

Section 4. Directors should advise both the Chairman of the Board before accepting any other public company directorship. If the Board determines a conflict of interest exists by serving on the board of another company, the director is expected to act in accordance with the recommendation of the committee.

Other Finance Committee Memberships

Section 5. No member of the Finance Committee may serve simultaneously on the finance committees of more than two other company boards, unless the Board determines that such simultaneous service would not impair such director's ability to effectively serve on the Finance Committee.

Directors will advise the Chairman of the Board prior to accepting an invitation to serve on the finance committee of another company board.

Communications with the Public.

Section 6. The President is responsible for establishing effective communications with groups, i.e., the press, institutional investors, analysts, customers, suppliers and other constituencies. The Board will look to management to speak for the Company. Board members will refer all inquiries and communications to the President. In the unusual circumstance where Directors need to communicate directly with the press exceptions will be made.

Confidentiality.

Section 7. The Board believes maintaining confidentiality of information and deliberations is an imperative. Information learned during the course of service of the Board is to be held confidential and used solely in furtherance of the Company's business.

Code of Business Conduct and Ethics.

Section 8. The Company will maintain, and the Finance Committee will oversee compliance with, a code of business conduct and ethics for the directors. Such code as currently in effect is set forth in Appendix A, and such code may be modified and replaced from time to time by the Finance Committee.

Sunday to Sunday Values.

Section 9. The Board expects all Directors to adhere to the Sunday to Sunday Values, which are attached as Appendix G.

Director Address Change

Section 10. Directors are required to notify the Company Secretary within 10 days of any permanent change of address.

Board Composition

Section 11. The President of the organization by virtue of his office shall be the Chairman of the Board of Directors.

Section 12. The business of this organization shall be managed by a Board of Directors consisting of six members, five of which have voting rights, together with the officers of this organization. Any other composition of the Board shall be approved by unanimous vote of the Board with the full intention of achieving the six member Board of Director once the appropriate Directors are seated.

Board Terms

Section 13. The terms of service for the Board of Directors will be two years commencing 1 April. Directors may be reappointed.

Board Election

Section 14. The Board of Directors shall be voted on by the Board no later than the week of October 1 of a Board election year. The Board will meet to discuss Board appointments. Board members may be reappointed an unlimited number of times, until they reach the mandatory

retirement age of 70. If the Board unanimously votes to add additional Board members the President or members of the Board may nominate possible Board members; always ensuring maintenance of an odd number of voting Board members.

Section 15. The Board of Directors will meet as often as necessary but not less than once a ever two months. Board members may serve on committees but non-board committee members may not attend Board of Directors meetings.

Section 16. Upon nomination by the Board or President a preliminary vote will be taken to determine if the nominee should be approached. If the vote passes, a member of the Board will contact the nominee and conduct an official Board interview to verify that they are aware of the nomination, accept the nomination, and are willing to put in the time commitment required; given the full list of duties and responsibilities.

Section 17. After the Board interview is concluded the Board will reconvene within 30 days to vote on the nominee; given the details of the interview. The post Board Interview meeting may be done by conference telephone or similar communications equipment. A unanimous decision by the Board is necessary for appointment to the Board.

Section 18. Upon appointment the Chairman, or delegated individual, will hold an 'orientation' conference call or meeting to discuss the current board processes, meeting schedules, and activities, and will subscribe the new directors to the appropriate mailing lists. Access to Board mailing lists, document stores, and other resources will be provided prior to the next Board meeting.

Removal from Board of Directors

Section 19. If a Board member is removed from office, dies or resigns the President shall temporarily be given voting privileges on the Board until a replacement Board member can be appointed. If this does not secure an odd number voting Board members the Chairman, or delegated individual, must grant temporary Board voting privileges to an active Officer. The newly appointed Officer shall maintain their voting privileges until a new Director is appointed to the Board, at which time, the Officer must immediately resign from the Board.

Section 20. A director may be removed when sufficient cause exists for such removal. A Director may be removed from the Board if the remainder of the Board unanimously approves a resolution calling for his or her removal from the Board. If the vote passes, the Director will receive special written notice of the resolution within 10 days of the vote. The resolution will be sent the Director and the President.

Section 21. The Director will be entitled to be heard and circulate any representations that he or she wishes to make to the Board.

Section 22. After any such representations are made by the Director the Board must approve or repeal its resolution. Upon approval of the resolution, the Director shall have all membership rights and privileges immediately removed. The vacant Board position shall be filled as provided by the Board Election procedures in Article VII, Section 14. Upon repeal of the resolution the Director will have all the rights and privileges due a Director on the Board.

Chairman Intervention

Section 23. The Chairman of the Board will meet with a Director who fails to attend two meetings in a row, (with just cause as determined by the Board) or has become an impediment to the board's work. The Chairman may, at his discretion, request a resignation from the Director in writing or verbally. The Director will have three days to respond to the Chairman's request for a resignation in writing. The Chairman shall decide whether to proceed with removal procedures.

Resignation

Section 24. Upon receipt of a Director's written registration for any reason, the Board shall consider the resignation at its next regularly scheduled meeting. The board shall then accept the resignation by formal action and declare a Board position vacant unless the resignation is withdrawn any time prior to the Board's action.

Leave of Absence

Section 25. A Director shall be granted a leave of absence from the board if they have health, work, or other reasons why they cannot participate fully during the current term. A board member can maintain formal membership but not be included for purposes of determining a quorum. The Chairman may, at his discretion, request a leave of absence from the Director in writing or verbally. The Director will have three days to respond to the Chairman's request for a leave of absence in writing. While a Director is on an approved leave of absence the President shall temporarily be given voting privileges on the Board till the Board approves by a two-thirds (2/3) vote the voting procedures till Directors leave of absence is over.

Chairman of the Board Responsibilities

Section 26. The Chairman of the Board will be the principal liaison between the Board and its President, or Senior Officers in case the Chairman is also the President, and is responsible for the smooth operation of the Board. The Chairman of the Board will report to the Board.

- a. When present, preside at all meetings of the Members of the Board and shall perform such other powers and duties as assigned by the Board from time to time.
- b. Ensure that the organization abides by its bylaws and established policies.
- c. Support the Office of the President.
- d. Represent S2S to other organizations, the media and the public at large.
- e. Appoint or approve committee chairpersons according to approved committee charters.
- f. In collaboration with the President, develop agendas for all meetings of the Board.
- g. Communicate regularly with the President
- h. Report periodically to the Board.
- i. Train the incoming Chairman for his /her responsibilities.
- j. Charge committees
- k. Appoint an Executive Vice Chairperson to preside over Board meetings in the Chairman's absence.
- l. Receive reports from all officers and committees.

Executive Vice Chairman of the Board of Directors

Section 27. The Executive Vice Chairman of the Board becomes the de facto Chairman of the Board and represents the organization at meetings of the Board meetings in the absence of the Chairman. He or she shall perform such other powers as shall from time to time be assigned by the Board.

Board Members

Section 28. The Board shall jointly oversee the direction and activities of the organization.

- a. Review and evaluate the chief executive officer's performance regularly based on a specific job description, including executive relations with the board, leadership in the organization, in program planning and implementation, and in management of the organization and its personnel.
- b. Offer administrative guidance and determine whether to retain or dismiss the executive.
- c. Govern the organization by broad policies and objectives, formulated and agreed upon by the chief executive and staff, including assigning priorities and ensuring the organization's capacity to carry out programs by continually reviewing its work.
- d. Acquire sufficient resources for the organization's operations and to finance the products and services adequately.
- e. Review Governance Guidelines
- f. Account for the products and services of the organization and expenditures of its funds, including:
- g. Provide for fiscal accountability, approve the budget, and formulate policies related to contracts from public or private resources.
- h. Accept responsibility for all conditions and policies attached to new, innovative, or experimental programs.
- i. Determine the Organization's Mission and Purpose
- j. Support the Executive and Review His or Her Performance
- k. Ensure Effective Organizational Planning
- l. Ensure Adequate Resources
- m. Manage Resources Effectively
- n. Determine and Monitor the Organization's Programs and Services
- o. Enhance the Organization's Public Image
- p. Assess Its Own Performance

ARTICLE VIII OFFICERS

Corporate Governance Guidelines

Section 1. All Officers will be governed by the same rules regarding corporate actions including confidentiality, communications with the public, change of responsibility and Sunday to Sunday Values, unless specifically listed as a part of the office in their Employment Agreement.

Officer Appointment

Section 2. Officers may be nominated by the President or Board for appointment. A unanimous vote by the Board is required for appointment to an office of S2S. Additional Officers can be appointed by the Board on a permanent or temporary basis.

Section 3. Upon appointment the Vice President, or delegated individual, will hold an 'orientation' conference call or meeting to discuss the current processes, meeting schedules, and activities, and will subscribe the new Officer to the appropriate mailing lists. Access to Officer mailing lists, document stores, and other resources will be provided prior to the next S2S Officer meeting.

Responsibilities and Authority of Officers

Section 4. Officers have the authority to legally bind the corporation and are not personally liable for their acts while acting (lawfully) on behalf of the Company.

Section 5. Any Officer may hold a dual office if appointed by the President or Board and accepts it. Any number of offices may be held by the same person except that neither the Secretary nor the Chief Financial Officer may serve as the President. If the Vice President holds a dual office, they shall report all status of that area to the President.

Section 6. Each Officer will enter into a mutually binding Employment Agreement that will detail the Officers Position, Duties, Compensation and Benefits, Terms and Termination and Confidentiality Obligations, which is attached as Appendix H.

Initial Officers

Section 7. The initial officers of the organization shall be as follows:

- a. President
- b. Vice President
- c. Secretary
- d. Chief Financial Officer
- e. Director of Strategic Initiatives
- f. National Director of Communications
- g. National Director of Operations

President

Section 8. The President, except as otherwise provided by the Board, shall be the Chief Executive Officer of the Corporation, and unless authority be given to other officers or agents to do so, shall negotiate, execute, and manage all contracts and agreements on behalf of the Corporation which are either authorized generally, or authorized by specific votes of the Board.

- a. Assure the order and votes of the Board and the purposes of the Corporation are carried out.
- b. Prepare or cause to be prepared all necessary reports to the members, the State of Georgia, the Internal Revenue Service and other agencies.
- c. Responsible for all day-to-day activities (some of which are often delegated to other officers).
- d. Establish and communicate the business's overall vision and purpose to all interested parties.
- e. Acts under the direction of the Board.
- f. Act on behalf of the corporation by corporate resolution when substantial actions are required to be taken.
- g. Have ex-officio status on all Committees, thus will not have a vote.
- h. See all books, reports and certificates required by law are properly kept or filed.

- i. Be one of the officers who may sign the checks or drafts of the organization.
- j. Have such powers as may be reasonably construed as belonging to the chief executive of any organization.

Vice President

Section 9. The Vice President becomes the de facto President and represents the organization at meetings of the Board meetings in the absence of the President. He or she shall perform such other powers as shall from time to time be assigned by the Board.

- a. Orientate new Officers and Directors to the corporation and the Board.
- b. Advise and keep Directors informed of their corporate and legal responsibilities.
- c. Assist the Chairman on the selection of new Directors and Officers.
- d. Keep abreast of status and performance of Senior Executive Team.
- e. Conduct staff performance reviews.
- f. Reports to the President

Chief Financial Officer

Section 10. The Chief Financial Officer shall direct and oversee all corporate finances.

- a. Responsible for daily financial planning and record-keeping.
- b. Responsible for maintaining the financial corporate records, and for preparing and presenting financial reports to the Board and Corporate Officers.
- c. Responsible for analysis of financial data.
- d. Reports to the President and Board, and will be a voting member of the Board.
- e. Studies, analyzes and reports on trends, opportunities for expansion and projection of future company growth.
- f. Provide the President with an operating budget. Work with the President to ensure programmatic success through cost analysis support, and compliance with all contractual and programmatic requirements. This includes: 1) interpreting legislative and programmatic rules and regulations to ensure compliance with all federal, state, local and contractual guidelines, 2) ensuring that all government regulations and requirements are disseminated to appropriate personnel, and 3) monitoring compliance.
- g. Serve as a voting member of the Board.
- h. Have ex-officio status on Finance Committee, thus will not have a vote.
- i. Monitor banking activities of the organization.
- j. Ensure adequate cash flow to meet the organization's needs.
- k. Oversee the maintenance of the inventory of all fixed assets
- l. Reports to the Vice President.

Secretary

Section 11. The Secretary is charged with maintaining the records of the corporation, and preparing minutes of Board meetings. A copy of the Board Meetings Minutes are attached as Appendix F.

- a. Provide certification for banks or other financial institutions
- b. Provide requested copies of corporate documents.
- c. Assist in determining the agenda for Board meetings.
- d. Drafts and distributes Notices and Waivers of Notices for Board.
- e. Drafts and distributes minutes of Board meetings.
- f. Execute a significant number of documents on behalf of the corporation.
- g. Coordinate and organize the flow of information to directors
- h. Obtain from directors information needed for legal and regulatory compliance
- i. Assist the Chairman on the selection of new directors.
- j. Inform the Board within 3 (three) days of any and all corporate resolutions outside of a Board meeting or action without consent.
- k. Reports to the Vice President

Director of Strategic Initiatives

Section 12. The Director of Strategic Initiatives will develop the strategic agenda for the organization.

- a. Responsible for the development and enhancement of organizational programs and services based on current and new partner needs.
- b. Facilitate quarterly strategy sessions to monitor or improve current programs.
- c. Monitors effectiveness of current programs.
- d. Develops detailed action plans for large scale projects
- e. Research similar efforts being made by other organizations
- f. Coordinate with National Director of Operations for development and enhancement of organizational programs and services
- g. Coordinate with National Director of Communications to determine appropriate contacts for future programs.
- h. Establish Strategic Team to assist in development and enhancement of organizational programs and services.
- i. Performing such other duties commensurate with his position as Director of Strategic Initiatives that the Board may assign
- j. Reports to the Vice President

National Director of Communications

Section 13. The National Director of Communications is responsible for promoting the agenda of the organization and leading its media campaign.

- a. Operate as the senior public relations officer for the corporation.
- b. Ensure that all aspects of communications are covered to ensure that the organizations message has been delivered successfully.
- c. Assist in the development and expansion of corporate Press Kits.
- d. Responsible for the growth of organizational networks through the initiation of corporate relationships.

- e. Development of comprehensive communications strategy.
- f. Develop follow up procedures to ensure fulfillment of guest and partner expectations.
- g. Performing such other duties commensurate with his position as National Director of Communications that the Board may assign
- h. Reports to the Vice President

National Director of Operations

Section 14. The National Director of Operations will manage all aspects related to the rollout of organizational programs and services.

- a. Coordinate with Director of Strategic Initiatives for development and enhancement of organizational programs and services.
- b. Coordinate with National Director of Communications to determine expectations of partner organizations.
- c. Schedule and maintain calendar of events for all S2S programs and services.
- d. Monitor initial rollout of organizational programs and services.
- e. Maintains relationships with established organizational contacts.
- f. Identify, recruit and train S2S representatives within partner organizations.
- g. Performing such other duties commensurate with his position as National Director of Operations that the Board may assign; and
- h. Reports to the Vice President

Senior Executive Team

Section 15. The Senior Executive Team will act as an internal Board for the day-to-day operations and overall organizational direction and goals viewed from different perspectives . Appointment to the team will be determined by the President.

- a. Provide guidance on Board meeting agendas.
- b. Make decisions and form strategies on day-to-day operation of organization.
- c. Unanimously vote on the addition of other officers to the Senior Executive Team.

Removing an Officer

Section 16. If an Officer develops a conflict of interest, demonstrates unethical behavior, consistently disrupts meetings, violate any section of their Employment Agreement or prevents the Company from working well, removal from the Company may be appropriate.

Presidential Intervention

Section 17. The President, or other personnel as appointed by the President, will meet with an Officer who fails to meet the expectations of their office as stated in their Employment Agreement or has become an impediment to the Company's work. The President may, at his discretion, request a resignation from the Officer in writing or verbally. The Officer will have 3 days to respond to the President's request for a resignation in writing. The President shall decide whether to proceed with removal procedures.

Resignation

Section 18. Upon receipt of an Officer's written resignation, with additional requirements for the President as described in Article VIII, Sections 20, 21, & 22, for any reason, the Board shall consider the resignation at its next regularly scheduled meeting. The Board shall then accept the resignation by formal action and declare an Officer position vacant unless the resignation is withdrawn any time prior to the Board's action. The vacant position shall be filled as provided by the Corporate Officer Appointment procedures.

Removal Resolution

Section 19. An Officer, with additional requirements for the President as described in section labeled Presidential Succession, may be removed from the Company if the Board unanimously approves a resolution calling for their removal. If the vote passes, the Officer will receive special written notice of the resolution within 10 days of the vote. The resolution will be sent the Officer, the President and Chairman of the Board. The Officer shall have all membership rights and privileges immediately removed. The vacant Board position shall be filled as provided by the Corporate Officer Appointment procedures.

Presidential Succession

Section 20. If the President is removed from office, dies or resigns the Vice President shall temporarily assume the office of President. A Presidential resignation must be delivered to the Board one hundred twenty (120) days in advance of such termination. The Board shall meet within 48 hours in person or via conference telephone or similar communications and within 21 days, it must determine if the Vice President's shall remain as President or if a new President will be appointed. The Vice President shall serve as Acting President during until the Board reaches its decision. If the Board installs the Vice President as the President he shall immediately nominate a new Vice President to be approved by a unanimous vote of the Board. If the Board installs a separate President, the Vice President shall return to the original duties of their office.

Section 21. If the President wishes to transfer the authority of President to the Vice President on a temporary basis he must submit a written declaration to the Vice President and the Board, stating that he is unable to discharge the powers and duties of the Presidency, and until the President sends another written declaration to the aforementioned officers declaring himself able to resume discharging those powers and duties, the Vice President serves as Acting President. Any other positions being filled by the President shall go to the Board for appointment.

Section 22. If the Vice President, together with a unanimous vote of the Board, or such other body as a unanimous Board may by allow, can declare the President disabled in both the inability of the President to discharge the duties of his office and the inability of the President to provide a written declaration to that effect, the Vice President will assume the office of the President and serve as Acting President. The President may resume exercising the Presidential duties by sending a written declaration to the Vice President and the Board stating that he is able to discharge the powers and duties of the Presidency. Upon receipt of this letter the Board must meet and decide within 24 hours in person or via conference telephone or similar communications to determine if the President is able to discharge the powers and duties of the Presidency. A unanimous vote by the Board is needed to reinstate

or deny the President's return to office. If the President is not reinstated then the Board must follow Presidential Succession procedures as state in Article VIII, Section 20.

Vice Presidential Succession

Section 23. If the Vice President is removed from office, dies or resigns the President shall submit a nominee to the Board. The Board shall meet within 4 days in person or via conference telephone or similar communications and within 21 days, it must determine if the nominee shall be appointed as the new Vice President.

Other Officer Succession

Section 24. If any other Corporate Officer is removed from office, dies or resigns the President shall nominate a successor to assume the office that must be confirmed by a unanimous vote of the Board.

ARTICLE IX SALARIES

Section 1. Neither Officers, Board Members nor Committee Members of S2S will be compensated until the Board approves reasonable allowance for salaries or other compensation for personal services actually rendered so that it can be claimed as a business expense deduction under Internal Revenue Code 162(a)(1).

ARTICLE X COMMITTEES

Responsibilities and Authority of Committees

Section 1. Committees within S2S will be charged with the responsibility to recommend, asset risk and review directives given to it by the Board. Their role is to represent the industry standards of their respective area of expertise back to the Board of S2S and its senior officers. Each committee Chairman's will operate the within the structure of its Board approved Charter. The Board may form a new committee, disband an existing committee, remove members or chairman of existing committees depending on circumstances by a unanimous vote. Committees may form sub committees when necessary.

Committee Evaluations

Section 2. Each Committee will annually conduct a self-evaluation of its performance. The results of such evaluation will be reported to and reviewed by the Board.

Permanent Committees

Section 3. The permanent committees shall be the:

- a. Finance Committee

Finance Committee Charter

Section 4. The Finance Committee's role is to oversee the financial affairs of the Company and review and make recommendations to the Board about the financial affairs and policies of the Company.

Membership

Section 5. The membership of the Committee consists of at least two directors, each of whom shall meet the independence requirements established by the Board and applicable laws. The Board appoints the members of the Committee and the chairperson. The Board may remove any member from the Committee at any time with or without cause.

Operations

Section 6. The Committee meets at least four times a year. Additional meetings may occur as the Committee or its chair deems advisable. The Committee will meet periodically in executive session without Company management present. The Committee will cause to be kept adequate minutes of its proceedings, and will report on its actions and activities at the next quarterly meeting of the Board. Committee members will be furnished with copies of the minutes of each meeting and any action taken by unanimous consent. The Committee will be governed by the same rules regarding meetings (including meetings by conference telephone or similar communications equipment), action without meetings, notice, waiver of notice, and quorum and voting requirements as are applicable to the Board. The Committee is authorized and empowered to adopt its own rules of procedure not inconsistent with (a) any provision hereof, (b) any provision of the Bylaws of the Company, or (c) the laws of the state of Georgia.

Authority

Section 7. The Committee will have the resources and authority necessary to discharge its duties and responsibilities. The Committee has sole authority to consult, at no cost to the organization, outside counsel or other experts or consultants, as it deems appropriate.

Section 9. The Committee may form and delegate authority to subcommittees and may delegate authority to one or more designated members of the Committee.

Responsibilities

Section 10. Subject to the provisions of the Corporate Governance Guidelines, the principal responsibilities and functions of the Finance Committee are as follows:

- a. Policies relating to the Company's cash flow, cash management and working capital and investments;
- b. Adjustments to the Company's capital structure;
- c. Financial strategies;
- d. Working capital and cash flow management;
- e. Strategic investments;
- f. Policies for managing interest rate, foreign exchange, and investment risk;
- g. The financial aspects of insurance and risk management;
- h. Tax planning and compliance;
- i. Other transactions or financial issues that management desires to have reviewed by the Finance Committee.
- j. Report annually to the Board on the insurance and risk management programs of the Company.
- k. Designate the officers and employees of the Company who can execute documents and act on behalf of the Company in the ordinary course of business pursuant to previously approved banking, borrowing, and other financing arrangements.

- l. Regularly review and make recommendations about changes to the charter of the Committee.
- m. Review the Travel and Incidental Expenses of S2S's Officers and Spouses every four months.
- n. Obtain or perform an annual evaluation of the Committee's performance and make applicable recommendations.

ARTICLE XI AMENDMENTS

Section 1. These By-Laws may be altered, amended, repealed or added to by an affirmative vote of not less than two-thirds majority of the Board. Proposed amendments must be submitted to the Secretary to be sent out with regular Board announcements.

Date: _____

Director

Director

Director

Director

Director

These By-Laws were approved by the Board of Directors of Sunday to Sunday, Inc. and witnessed by _____, Corporate Secretary, on the _____ day of _____, 2010 and have become effective immediately.

Appendix A

Sunday to Sunday, Inc

Directors' Code of Conduct

The Board of Directors of Sunday to Sunday has adopted this Directors' Code of Conduct to guide the directors in recognizing and addressing ethical issues and in ensuring that their activities are consistent with the Company's values of:

Respect for the dignity of the individual,
Uncompromising integrity,
Trust,
Credibility,
Continuous improvement and personal renewal, and
Recognition and celebration

The Code is intended as a source of guiding principles, since no code or policy can anticipate every situation that may arise. Directors with questions about the Code's application to particular circumstances are encouraged to discuss the issue with the Vice President.

Compliance with Laws and Company Policies

Directors are expected to comply with applicable laws and Company policies, and to monitor legal and ethical compliance by the Company's officers and other employees.

Conflicts of Interest

Directors must avoid any conflicts of interest with the Company. A "conflict of interest" exists when a director's personal or professional interest is adverse to, or may appear to be adverse to, the interests of the Company. Conflicts of interest may also arise when a director, or members of his or her family, or an organization with which the director is affiliated, receives improper benefits as a result of the director's position. Any situation that involves, or may involve, a conflict of interest must be promptly disclosed to the Company's Vice President .

Corporate Opportunities

Directors owe a duty to the Company to advance its legitimate interests. Directors may not take for themselves personally or for other organizations with which they are affiliated opportunities discovered through the use of Company property, information, or position. No director may compete with the Company or use Company property, information, or position for improper personal gain.

Competition and Fair Dealing

Directors shall endeavor to deal fairly with the Company's customers, suppliers, competitors, and employees, and shall oversee fair business dealing by the Company's officers and employees. No Director should take unfair business advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other intentional unfair-dealing. The purpose of business entertainment and gifts in a commercial setting is to create goodwill and sound working relationships, not to gain unfair advantage with customers. Directors and members of their immediate families may not accept gifts from outside persons or entities when the gifts are made in order to influence the director's action as a member of the Board of Directors, or where acceptance of the gifts could create the appearance of impropriety.

Confidentiality

Directors must maintain the confidentiality of information entrusted to them by the Company or its customers, and any other information which comes to them about the Company, except when disclosure is authorized or legally required. Confidential information includes all non-public information that might be of use to competitors, or harmful to the Company if disclosed.

Protection and Proper Use of Company Assets

Directors must protect the Company's assets and ensure their efficient use. Directors must not use Company time, employees, interns, volunteers, designated agents, supplies, equipment, buildings, or other assets for personal benefit, unless the use is approved in advance by the Chief Financial Officer.

Encouraging the Reporting of any Illegal or Unethical Behavior

Directors should promote ethical behavior and take steps to ensure that the Company (a) encourages employees, interns, volunteers and designated agents to talk to supervisors, managers, and other appropriate personnel when in doubt about the best course of action in a particular situation; (b) encourages employees, interns, volunteers and designated agents to report violations of laws, rules, regulations; (c) informs employees, interns, volunteers and designated agents that the Company will not permit retaliation for reports made in good faith.

Enforcement

The Board of Directors shall determine appropriate actions to be taken in the event of violations of this Code. Directors should communicate any suspected violations of this Code promptly to the Chairman of the Board of Directors. The Board of Directors, or their designee, will investigate violations, and will ensure that appropriate remedial action is taken.

Waivers of the Code of Business Conduct and Ethics

Only the Board of Directors may waive a Company business conduct or ethics policy for a S2S director.

Annual Review

The Board of Directors shall review and reassess the adequacy of this Code annually, and make any amendments that it deems appropriate.

Appendix B
Sunday to Sunday, Inc
Board of Directors Attendance Policy
Regular Meetings

Meeting dates for regular Board and Committee meetings will be set far enough in advance to avoid conflicts with existing commitments of individual Board members that would prevent them from attending the meeting. Thus, it is expected that each Board member will attend each regularly scheduled Board and Committee meeting, unless:

- The director indicated at the time the Board agreed to the schedule that he or she had a previous commitment that precluded his or her attending a specified meeting.
- An unexpected event outside the control of the Director prevents the director from attending.
- All regularly scheduled meetings should in most circumstances be attended in person.

Special Meetings

Each director will make a best effort to attend all special Board and Committee meetings. If a Director cannot attend a special meeting in person, then he or she may attend by conference telephone or similar communications equipment.

Notice of Board of Directors Meeting Of Sunday to Sunday, Inc

Notice is hereby given to the directors of Sunday to Sunday, Inc (the "Company") that [a special / regular] board of directors meeting will be held on _____, 20__ starting at _____ [time] at _____ [address where meeting is to take place].

The following matters will be addressed at the meeting:

- I.
- II.
- III. The transaction of other business that may properly come before the board.

Date

Secretary

Appendix E
Sunday to Sunday, Inc
Waiver of Notice of Meeting for Multiple Directors

Waiver of
Notice of Board of Directors Meeting
Of
Sunday to Sunday, Inc

We, the undersigned Directors of Sunday to Sunday, Inc (the "Company") hereby waive notice of the [a special / regular] meeting of the Board of Directors of the Company to be held at _____, 20__ starting at _____ [time] at _____ [address where meeting is to take place]. We further consent to the transaction of other business that may properly come before the board.

Date: _____

Director

Director

Director

Director

Director

Date

Secretary

Appendix F
Sunday to Sunday, Inc
Waiver of Notice of Meeting for a Single Director

Waiver of
Notice of Board of Directors Meeting
Of
Sunday to Sunday, Inc

I, the undersigned Director of Sunday to Sunday, Inc (the "Company") hereby waive notice of the [a special / regular] meeting of the Board of Directors of the Company to be held at _____, 20__ starting at _____ [time] at _____ [address where meeting is to take place]. I further consent to the transaction of other business that may properly come before the board.

Date: _____

Director

Date

Secretary

Appendix G
Sunday to Sunday, Inc
Board of Directors Meetings

Board of Directors Meeting Minutes
of Sunday to Sunday, Inc.

(Board Meeting Minutes: Month, Day, Year, Time and Location)

Board Members:

Present:

Absent:

Quorum present? Yes

Others Present:

Proceedings:

- Meeting called to order at _____ (time) by Chairman, _____ (Board of Directors Chairman).

- President's Report:
 -
 -
 -

- Financial report provided by Vice President, _____:

- Fundraising report provided by Vice President, _____:

- Other Business:

- Assessment of the Meeting:

- Meeting adjourned at _____.

- Minutes submitted by Secretary, _____.

Appendix H
Sunday to Sunday, Inc
Sunday to Sunday Values

At Sunday to Sunday, Inc we will conduct ourselves according to six corporate values. We are proud to say that our resulting personal conduct allows for an environment that is free from inappropriate pressures and diversions. These values define who we are, and how we act toward each other, our partners and people we serve.

Respect for the Dignity of the Individual

We cannot operate effectively unless each of us is able to treat everyone else with appropriate respect. This essential value is at the heart of our culture and will help us focus on many important issues like diversity of our workforce.

Uncompromising Integrity

In today's increasingly complex business and social world, integrity and honesty must be the hallmarks of any organization or person striving to consistently achieve and maintain the respect of those we partner with and serve.

Trust

We must all be able to work in an environment in which we trust each other. We must depend upon and trust our colleagues to guide Sunday to Sunday, Inc operations to the best of their abilities. Likewise, each of us must handle our responsibilities so that our colleagues can trust we are doing our part.

Continuous Improvement and Personal Renewal

Results do count, and continuous improvement toward excellence is essential to achieve credibility with our partners and people we serve. We must each continually improve ourselves and renew our skill sets. Training and education must be accepted as a common responsibility between us and the company as a whole.

Recognition and Celebration

We will search out and welcome opportunities to openly celebrate the achievements of others and congratulate individuals, teams, staff and partners for delivering results that contribute to Sunday to Sunday, Inc success. Recognition and celebration will be an integral part of our everyday work activity.

Appendix I
Sunday to Sunday, Inc
Sunday to Sunday Employment Agreements

President Employment's Agreement

This Agreement is made between the Board of Directors ("Board") of Sunday to Sunday, Inc ("S2S") and Avery Nesbitt ("President") be effective on the 1st day of operation of S2S.

WHEREAS, S2S ("The Company") wishes to retain Avery Nesbitt as its President; and

WHEREAS, both the Company and Avery Nesbitt desire to set forth their respective rights and obligations in this Agreement; and

WHEREAS, the terms of this Agreement have been agreed to by the Chairman of the Board or delegated individual and Avery Nesbitt, subject to formal approval and authorization by the Board at its initial meeting in 2010;

Now all parties mentioned above agree as follows:

1.0 Appointment as President

1.1 The Board hereby appoints and employs Avery Nesbitt to be the President of S2S and to serve as the chief executive officer of the under policies, rules, supervision, and direction of its Board and its Executive Officers (Chairperson and Vice Chairperson). The President hereby accepts and agrees to such employment.

1.2 The President shall perform all duties required by law, by this Agreement, and in accord with Rules of the Board as adopted and from time to time hereafter amended and which by custom and practice are performed by a State of Georgia Non Profit Organization President including, but not limited to the following:

1.2.1 Organizational and staff leadership;

1.2.2 Fund raising, development, public and government;

1.2.3 Long-range strategic planning; budget formulation; administration of Company affairs as best serves the Company consistent with Board policy;

1.2.4 Partner and Participant recruitment and services; staff recruitment;

1.2.5 Appointing, supervising, promoting, and dismissing employees in accord with law and Board policies;

1.2.6 Recommending regulations, rules, and procedures useful for the welfare of the Company; and

1.2.7 Have ex-officio status on all Committees;

1.2.8 Assure the order and votes of the Board of Directors and the purposes of the Company are carried out;

1.2.9 Prepare or cause to be prepared all necessary reports to the members, the State of Georgia, the Internal Revenue Service and other agencies;

1.2.10 Responsible for all day-to-day activities;

1.2.11 Establish and communicate the business's overall vision and purpose to all interested parties.

1.2.12 Acts under the direction of the Board; and

1.2.13 Act on behalf of the corporation by corporate resolution when substantial actions are required to be taken.

2.0 Devote Best Efforts to the Work as President

2.1 The President agrees to faithfully, industriously, and with maximum application of experience, ability, and talent, devote appropriate time attention and energies to the duties as President of the Company.

2.2 Such duties shall be rendered at various locations the Atlanta, Georgia area and at such other place or places as the Board or the President shall deem appropriate for the interest, needs, business, or opportunity of the Company.

2.3 The expenditure of reasonable amounts of time for personal or outside business, as well as charitable and professional development activities, shall be permitted, provided such activities do not interfere with the services required to be rendered to the Board under the provisions of this Agreement.

2.4 Once the President is duly compensated by the Company he shall not, without prior written permission from the Board, render services of any professional nature to or for any person or firm for remuneration other than to the Board and shall absolutely not engage in any activity that may reasonably be deemed competitive with and adverse to the Company. The President shall not engage in any activity or conduct in violation of Georgia's ethics laws applicable to public officers and public employees. The making of passive and personal investments and the conduct of private business affairs shall not be prohibited hereunder.

2.5 The Board agrees that certain outside activities by the President advance and enhance the image of the Company. Among these are memberships on corporate boards, memberships on boards and committees of national bodies and community organizations and holding of office in such national bodies or community organizations. Further, the President may accept invitations for speaking engagements and accept honoraria therefore so long as such engagements are consistent with Georgia's ethics laws and do not unreasonably interfere with the performance of his other duties. It is understood and acknowledged that all such activities must be approved and conducted in accordance with Company policies and procedures governing individual and institutional conflicts of interest. Moreover, before accepting any appointment to a corporate board, the President shall first inform and obtain the approval of the Chair of the Board, which approval shall not be unreasonably withheld. The parties acknowledge and agree that it is the expectation of the Board that President shall serve on a maximum of two such outside corporate boards at any one time.

3.0 Term of Appointment; Evaluation; Renewal

3.1 This appointment as President shall be for a term of five and one half years (the "Term"), commencing on the first day of operations for S2S and terminating in five and one half years. The Term shall be subject to renewal or termination as provided for in this Agreement. The parties shall meet no later five years after the first day of operations for S2S to discuss the renewal, extension or non-renewal of this Agreement.

3.2 Not later than May 15 of each year of the Term, the President shall submit to the Board, a self evaluation of his performance for the current Fiscal Year of the Company (July 1 through June 30) ("Fiscal Year"), which shall include an assessment of his success in achieving the performance goals and incentive bonus criteria, once compensated, as agreed upon by the Board and the President and such other criteria as the Board may deem appropriate for that and cup coming Fiscal Years. Within 30 calendar days following the submission of this evaluation to the Board the President shall receive a performance evaluation which shall be conducted by the Chairperson of the Board or otherwise appointment personnel. As part of this evaluation the Chairperson, or otherwise appointed personnel, will review with the President the recommendations of the Board regarding adjustments to the annual base salary and the award of any performance bonus pursuant, once compensated, and shall provide to the President the performance goals and bonus criteria for the upcoming Fiscal Year.

4.0 Compensation

4.1 The President will not be compensated until the Board of Directors approves *reasonable allowance for salaries or other compensation for personal services actually rendered so that it can be claimed as a business expense deduction under Internal Revenue Code 162(a)(1)*.

5.0 Travel and Incidental Expenses

5.1 The President shall have direct access to Company funds for the payment of reasonable travel expenses, hotel bills, and other necessary and proper expenses in accord with the established travel expenses policies of the Company. When her attendance at such events is of benefit to the Company as determined by the Board or in accordance with guidelines established by the Board, the reasonable travel expenses of the President's spouse shall be covered by the Company as part of a budget approved for that purpose. The expenses of the President and his spouse shall be reviewed every four months by an appropriate member of the Board's Finance Committee.

6.0 Termination

6.1 Termination by the Company for "Cause"

6.1.1 Notwithstanding any Board rules pertaining to termination, the Board may terminate the President's employment, and this Agreement, at any time for "Cause" (as hereinafter defined), upon a unanimous vote by the full Board.

6.1.2 "Cause" shall mean conduct by the President determined by the Board to constitute any one or more of the following:

- (a) gross negligence or willful malfeasance in the performance of his duties;
- (b) actions or omissions that cause material harm to the Company (which shall include, without limitation, acts or omissions that would reasonably tend to bring public disregard, contempt or ridicule onto the Company) and that are undertaken or omitted knowingly or are criminal or fraudulent or involve material dishonesty or moral turpitude;
- (c) indictment in a court of law for any felony or for a crime involving misuse or misappropriation of Company funds;
- (d) breach of fiduciary duty to the Company;
- (e) breach of any material term of this Agreement; or
- (f) material and repeated failure to comply with the Rules of the Company or written Company policies that harms the Company if the President has been given a reasonable opportunity to comply with such rules or policies and cure any asserted failure to comply. Notwithstanding anything in this Section to the contrary, the Company shall give the President thirty (30) days from the time he receives written notice detailing any alleged Cause pursuant to subsections (a), (b), (d), (e), or (f) above to cure such Cause, if curable.

6.1.3 Upon a termination for Cause, the Company shall have no further obligation to the President pursuant to this Agreement other than the payment of base salary earned through the date of termination, if compensated, and expenses which have been incurred but not yet reimbursed up to and including the date of the termination.

6.2 Termination by President

6.2.1 The President may terminate this Agreement and his employment as President at any time by the President delivering to the Board one hundred twenty (120) days advance written notice of such termination. Upon termination by the President of this Agreement by notice to the Board the President shall in no event hold the Company liable for the loss of any benefits, perquisites, or income, if compensated, from any other sources as a result of such termination.

6.3 Termination for Disability

6.3.1 The Company may terminate this Agreement with the President upon his Disability. Upon termination for Disability, the President shall receive all benefits to which he is entitled pursuant to the Company's disability insurance plans shall such a policy exist at the time of disability. For purposes of this Agreement, "Disability" shall mean the inability of the President to perform the essential functions of his job for a period of six continuous months with a reasonable accommodation (as such term is defined in 42 U.S.C. 5 121 11(9), as amended, and in the common law interpreting same).

6.4 Termination due to Death

6.4.1 In the event of the death of the President during the Term of this Agreement, his employment and this Agreement shall terminate immediately. The President's estate shall receive all benefits to which he is entitled under the Company's various insurance and benefit plans, shall such a policy exist at the time, as well as reimbursement of any expenses not reimbursed to the President at the time of death.

7.0 Leave of Absence

The President shall be granted a leave of absence from the Company if they have health, work, or other reasons why they cannot participate fully during the current term for less than six continuous months. The Chairman or Executive Vice Chairman may, their discretion, request a leave of absence from the President in writing or verbally. The President will have seven days to respond to the Chairman's request for a leave of absence in writing. A unanimous vote from the Board is required to place the President on a leave of absence for a maximum of five continuous months and twenty-nine days.

8.0 Entire Agreement & Modifications

This Agreement constitutes the entire understanding of the parties mentioned and supersedes any and all prior agreements, whether written or oral, between the parties, and cannot be changed or modified unless in a writing signed by the parties mentioned.

9.0 Governing; Law: Forum

This Agreement shall be interpreted and construed in accordance with the laws of the State of Georgia, excluding its choice of laws rules.

Signature

Date

Chairman of the Board Elect's Signature

Date

Vice President Employment's Agreement

This Agreement is made between the Board of Directors ("Board") of Sunday to Sunday, Inc ("S2S") and Deola Nesbitt ("Vice President") be effective on the 1st day of operation of S2S.

WHEREAS, S2S ("The Company") wishes to retain Deola Nesbitt as its Vice President; and

WHEREAS, both the Company and Deola Nesbitt desire to set forth their respective rights and obligations in this Agreement; and

WHEREAS, the terms of this Agreement have been agreed to by the Chairman of the Board or delegated individual and Deola Nesbitt, subject to formal approval and authorization by the Board at its initial meeting in 2010;

Now all parties mentioned above agree as follows:

1.0 Appointment as Vice President

1.1 The Board hereby appoints and employs Deola Nesbitt to be the Vice President of S2S and to serve as the second in command and support the chief executive officer of the under policies, rules, supervision, and direction of its Board and its Executive Officers (Chairperson and Vice Chairperson). The Vice President hereby accepts and agrees to such employment.

1.2 The Vice President shall perform all duties required by law, by this Agreement, and in accord with Rules of the Board as adopted and from time to time hereafter amended and which by custom and practice are performed by a State of Georgia Non Profit Organization Vice President including, but not limited to the following:

1.2.1 Act as the de facto President in the absence of the President;

1.2.2 Orientate new Officers and Directors to the corporation and the Board;

1.2.3 Advise and keep Directors informed of their corporate and legal responsibilities;

1.2.4 Keep abreast of status and performance of Senior Executive Team;

1.2.5 Conduct staff performance reviews;

1.2.6 Report status and performance concerns to the President;

1.2.7 Recommending regulations, rules, and procedures useful for the welfare of the Company; and

1.2.8 Performing such other duties commensurate with his position as Vice President that the Board may assign.

2.0 Devote Best Efforts to the Work as Vice President

2.1 The Vice President agrees to faithfully, industriously, and with maximum application of experience, ability, and talent, devote appropriate time attention and energies to the duties as Vice President of the Company.

2.2 Such duties shall be rendered at various locations the Atlanta, Georgia area and at such other place or places as the Board or the Vice President shall deem appropriate for the interest, needs, business, or opportunity of the Company.

2.3 The expenditure of reasonable amounts of time for personal or outside business, as well as charitable and professional development activities, shall be permitted, provided such activities do not interfere with the services required to be rendered to the Board under the provisions of this Agreement.

2.4 Once the Vice President is duly compensated by the Company he shall not, without prior written permission from the Board, render services of any professional nature to or for any person or firm for remuneration other than to the Board and shall absolutely not engage in any activity that may reasonably be deemed competitive with and adverse to the Company. The Vice President shall not engage in any activity or conduct in violation of Georgia's ethics laws applicable to public officers and

public employees. The making of passive and personal investments and the conduct of private business affairs shall not be prohibited hereunder.

2.5 The Board agrees that certain outside activities by the Vice President advance and enhance the image of the Company. Among these are memberships on corporate boards, memberships on boards and committees of national bodies and community organizations and holding of office in such national bodies or community organizations. Further, the Vice President may accept invitations for speaking engagements and accept honoraria therefore so long as such engagements are consistent with Georgia's ethics laws and do not unreasonably interfere with the performance of his other duties. It is understood and acknowledged that all such activities must be approved and conducted in accordance with Company policies and procedures governing individual and institutional conflicts of interest. Moreover, before accepting any appointment to a corporate board, the Vice President shall first inform and obtain the approval of the Chair of the Board, which approval shall not be unreasonably withheld. The parties acknowledge and agree that it is the expectation of the Board that Vice President shall serve on a maximum of two such outside corporate boards at any one time.

3.0 Term of Appointment; Evaluation; Renewal

3.1 This appointment as Vice President shall be for a term of four and one half years (the "Term"), commencing on the first day of operations for S2S and terminating in four and one half years. The Term shall be subject to renewal or termination as provided for in this Agreement. The parties shall meet no later four years after the first day of operations for S2S to discuss the renewal, extension or non-renewal of this Agreement.

4.0 Compensation

4.1 The Vice President will not be compensated until the Board of Directors approves *reasonable allowance for salaries or other compensation for personal services actually rendered so that it can be claimed* as a business expense deduction under Internal Revenue Code 162(a)(1).

5.0 Travel and Incidental Expenses

5.1 The Vice President shall have direct access to Company funds for the payment of reasonable travel expenses, hotel bills, and other necessary and proper expenses in accord with the established travel expenses policies of the Company. The expenses of the Vice President shall be reviewed every four months by an appropriate member of the Board's Finance Committee.

6.0 Termination

6.1 Termination by the Company for "Cause"

6.1.1 Notwithstanding any Board rules pertaining to termination, the Board may terminate the Vice President's employment, and this Agreement, at any time for "Cause" (as hereinafter defined), upon a unanimous vote by the full Board.

6.1.2 "Cause" shall mean conduct by the Vice President determined by the President or Board to constitute any one or more of the following:

- (a) gross negligence or willful malfeasance in the performance of his duties;
- (b) actions or omissions that cause material harm to the Company (which shall include, without limitation, acts or omissions that would reasonably tend to bring public disregard, contempt or ridicule onto the Company) and that are undertaken or omitted knowingly or are criminal or fraudulent or involve material dishonesty or moral turpitude;
- (c) indictment in a court of law for any felony or for a crime involving misuse or misappropriation of Company funds;

(d) breach of fiduciary duty to the Company;
(e) breach of any material term of this Agreement; or
(f) material and repeated failure to comply with the Rules of the Company or written Company policies that harms the Company if the Vice President has been given a reasonable opportunity to comply with such rules or policies and cure any asserted failure to comply. Notwithstanding anything in this Section to the contrary, the Company shall give the Vice President thirty (30) days from the time he receives written notice detailing any alleged Cause pursuant to subsections (a), (b), (d), (e), or (f) above to cure such Cause, if curable.

6.1.3 Upon a termination for Cause, the Company shall have no further obligation to the Vice President pursuant to this Agreement other than the payment of base salary earned through the date of termination, if compensated, and expenses which have been incurred but not yet reimbursed up to and including the date of the termination.

6.2 Termination by Vice President

6.2.1 The Vice President may terminate this Agreement and his employment as Vice President at any time by the Vice President delivering to the President one hundred twenty (120) days advance written notice of such termination. Upon termination by the Vice President of this Agreement by notice; the Vice President shall in no event hold the Company liable for the loss of any benefits, perquisites, or income, if compensated, from any other sources as a result of such termination.

6.3 Termination for Disability

6.3.1 The Company may terminate this Agreement with the Vice President upon his Disability. Upon termination for Disability, the Vice President shall receive all benefits to which he is entitled pursuant to the Company's disability insurance plans shall such a policy exist at the time of disability. For purposes of this Agreement, "Disability" shall mean the inability of the Vice President to perform the essential functions of his job for a period of six continuous months with a reasonable accommodation (as such term is defined in 42 U.S.C. 5 121 11(9), as amended, and in the common law interpreting same).

6.4 Termination due to Death

6.4.1 In the event of the death of the Vice President during the Term of this Agreement, his employment and this Agreement shall terminate immediately. The Vice President 's estate shall receive all benefits to which he is entitled under the Company's various insurance and benefit plans, shall such a policy exist at the time, as well as reimbursement of any expenses not reimbursed to the Vice President at the time of death.

7.0 Entire Agreement & Modifications

This Agreement constitutes the entire understanding of the parties mentioned and supersedes any and all prior agreements, whether written or oral, between the parties, and cannot be changed or modified unless in a writing signed by the parties mentioned.

8.0 Governing; Law: Forum

This Agreement shall be interpreted and construed in accordance with the laws of the State of Georgia, excluding its choice of laws rules.

Signature

Date

President's Signature

Date

Chief Financial Officer Employment's Agreement

This Agreement is made between the Broad of Directors ("Board") of Sunday to Sunday, Inc ("S2S") and Deola Nesbitt ("Chief Financial Officer ") be effective on the 1st day of operation of S2S.

WHEREAS, S2S ("The Company") wishes to retain Deola Nesbitt as its Chief Financial Officer ; and WHEREAS, both the Company and Deola Nesbitt desire to set forth their respective rights and obligations in this Agreement; and

WHEREAS, the terms of this Agreement have been agreed to by the Chairman of the Board or delegated individual and Deola Nesbitt, subject to formal approval and authorization by the Board at its initial meeting in 2010;

Now all parties mentioned above agree as follows:

1.0 Appointment as Chief Financial Officer

1.1 The Board hereby appoints and employs Deola Nesbitt to be the Chief Financial Officer of S2S under policies, rules, supervision, and direction of its Board and its Executive Officers (Chairperson and Vice Chairperson). The Chief Financial Officer hereby accepts and agrees to such employment.

1.2 The Chief Financial Officer shall perform all duties required by law, by this Agreement, and in accord with Rules of the Board as adopted and from time to time hereafter amended and which by custom and practice are performed by a State of Georgia Non Profit Organization Chief Financial Officer including, but not limited to the following:

1.2.1 Oversee all corporate finances.

1.2.2 Orientate Responsible for daily financial planning and record-keeping;

1.2.3 Responsible for maintaining the financial corporate records, and for preparing and presenting financial reports to the Board of Directors and Corporate Officers;

1.2.4 Responsible for analysis of financial data;

1.2.5 Studies, analyzes and reports on trends, opportunities for expansion and projection of future company growth;

1.2.6 Provide the President with an operating budget. Work with the President to ensure programmatic success through cost analysis support, and compliance with all contractual and programmatic requirements. This includes: 1) interpreting legislative and programmatic rules and regulations to ensure compliance with all federal, state, local and contractual guidelines, 2) ensuring that all government regulations and requirements are disseminated to appropriate personnel, and 3) monitoring compliance;

1.2.7 Serve as a voting member of the Board of Directors;

1.2.8 Have ex-officio status on Finance Committee;

1.2.9 Monitor banking activities of the organization;

1.2.10 Ensure adequate cash flow to meet the organization's needs;

1.2.11 Oversee the maintenance of the inventory of all fixed asset;

1.2.12 Reports to the Vice President;

1.2.13 Performing such other duties commensurate with his position as Chief Financial Officer that the Board may assign

2.0 Devote Best Efforts to the Work as Chief Financial Officer

2.1 The Chief Financial Officer agrees to faithfully, industriously, and with maximum application of experience, ability, and talent, devote appropriate time attention and energies to the duties as Chief Financial Officer of the Company.

2.2 Such duties shall be rendered at various locations the Atlanta, Georgia area and at such other place or places as the Board or the Chief Financial Officer shall deem appropriate for the interest, needs, business, or opportunity of the Company.

2.3 The expenditure of reasonable amounts of time for personal or outside business, as well as charitable and professional development activities, shall be permitted, provided such activities do not interfere with the services required to be rendered to the Board under the provisions of this Agreement.

2.4 Once the Chief Financial Officer is duly compensated by the Company he shall not, without prior written permission from the Board, render services of any professional nature to or for any person or firm for remuneration other than to the Board and shall absolutely not engage in any activity that may reasonably be deemed competitive with and adverse to the Company. The Chief Financial Officer shall not engage in any activity or conduct in violation of Georgia's ethics laws applicable to public officers and public employees. The making of passive and personal investments and the conduct of private business affairs shall not be prohibited hereunder.

2.5 The Board agrees that certain outside activities by the Chief Financial Officer advance and enhance the image of the Company. Among these are memberships on corporate boards, memberships on boards and committees of national bodies and community organizations and holding of office in such national bodies or community organizations. Further, the Chief Financial Officer may accept invitations for speaking engagements and accept honoraria therefore so long as such engagements are consistent with Georgia's ethics laws and do not unreasonably interfere with the performance of his other duties. It is understood and acknowledged that all such activities must be approved and conducted in accordance with Company policies and procedures governing individual and institutional conflicts of interest. Moreover, before accepting any appointment to a corporate board, the Chief Financial Officer shall first inform and obtain the approval of the Chair of the Board, which approval shall not be unreasonably withheld. The parties acknowledge and agree that it is the expectation of the Board that Chief Financial Officer shall serve on a maximum of two such outside corporate boards at any one time.

3.0 Term of Appointment; Evaluation; Renewal

3.1 This appointment as Chief Financial Officer shall be for a term of four and one half years (the "Term"), commencing on the first day of operations for S2S and terminating in four and one half years. The Term shall be subject to renewal or termination as provided for in this Agreement. The parties shall meet no later four years after the first day of operations for S2S to discuss the renewal, extension or non-renewal of this Agreement.

4.0 Compensation

4.1 The Chief Financial Officer will not be compensated until the Board of Directors approves *reasonable allowance for salaries or other compensation for personal services actually rendered so that it can be claimed* as a business expense deduction under Internal Revenue Code 162(a)(1).

5.0 Travel and Incidental Expenses

5.1 The Chief Financial Officer shall have access to Company funds for the payment of reasonable travel expenses, hotel bills, and other necessary and proper expenses in accord with the established travel expenses policies of the Company. The expenses of the Chief Financial Officer shall be reviewed every four months by an appropriate member of the Board's Finance Committee.

6.0 Termination

6.1 Termination by the Company for "Cause"

6.1.1 Notwithstanding any Board rules pertaining to termination, the Board may terminate the Chief Financial Officer's employment, and this Agreement, at any time for "Cause" (as hereinafter defined), upon a unanimous vote by the full Board.

6.1.2 "Cause" shall mean conduct by the Chief Financial Officer determined by the President or Board to constitute any one or more of the following:

- (a) gross negligence or willful malfeasance in the performance of his duties;
- (b) actions or omissions that cause material harm to the Company (which shall include, without limitation, acts or omissions that would reasonably tend to bring public disregard, contempt or ridicule onto the Company) and that are undertaken or omitted knowingly or are criminal or fraudulent or involve material dishonesty or moral turpitude;
- (c) indictment in a court of law for any felony or for a crime involving misuse or misappropriation of Company funds;
- (d) breach of fiduciary duty to the Company;
- (e) breach of any material term of this Agreement; or
- (f) material and repeated failure to comply with the Rules of the Company or written Company policies that harms the Company if the Chief Financial Officer has been given a reasonable opportunity to comply with such rules or policies and cure any asserted failure to comply. Notwithstanding anything in this Section to the contrary, the Company shall give the Chief Financial Officer thirty (30) days from the time he receives written notice detailing any alleged Cause pursuant to subsections (a), (b), (d), (e), or (f) above to cure such Cause, if curable.

6.1.3 Upon a termination for Cause, the Company shall have no further obligation to the Chief Financial Officer pursuant to this Agreement other than the payment of base salary earned through the date of termination, if compensated, and expenses which have been incurred but not yet reimbursed up to and including the date of the termination.

6.2 Termination by Chief Financial Officer

6.2.1 The Chief Financial Officer may terminate this Agreement and his employment as Chief Financial Officer at any time by the Chief Financial Officer delivering to the President one hundred twenty (120) days advance written notice of such termination. Upon termination by the Chief Financial Officer of this Agreement by notice; the Chief Financial Officer shall in no event hold the Company liable for the loss of any benefits, perquisites, or income, if compensated, from any other sources as a result of such termination.

6.3 Termination for Disability

6.3.1 The Company may terminate this Agreement with the Chief Financial Officer upon his Disability. Upon termination for Disability, the Chief Financial Officer shall receive all benefits to which he is entitled pursuant to the Company's disability insurance plans shall such a policy exist at the time of disability. For purposes of this Agreement, "Disability" shall mean the inability of the Chief Financial Officer to perform the essential functions of his job for a period of six continuous months with a reasonable accommodation (as such term is defined in 42 U.S.C. 5 121 11(9), as amended, and in the common law interpreting same).

6.4 Termination due to Death

6.4.1 In the event of the death of the Chief Financial Officer during the Term of this Agreement, his employment and this Agreement shall terminate immediately. The Chief Financial Officer 's estate shall receive all benefits to which he is entitled under the Company's various insurance and benefit plans, shall such a policy exist at the time, as well as reimbursement of any expenses not reimbursed to the Chief Financial Officer at the time of death.

7.0 Entire Agreement & Modifications

This Agreement constitutes the entire understanding of the parties mentioned and supersedes any and all prior agreements, whether written or oral, between the parties, and cannot be changed or modified unless in a writing signed by the parties mentioned.

8.0 Governing; Law: Forum

This Agreement shall be interpreted and construed in accordance with the laws of the State of Georgia, excluding its choice of laws rules.

Signature

Date

President's Signature

Date

Secretary Employment's Agreement

This Agreement is made between the Broad of Directors ("Board") of Sunday to Sunday, Inc ("S2S") and Megan Loving. ("Secretary") be effective on the 1st day of operation of S2S.

WHEREAS, S2S ("The Company") wishes to retain Megan Loving as its Secretary ; and
WHEREAS, both the Company and Megan Loving desire to set forth their respective rights and obligations in this Agreement; and

WHEREAS, the terms of this Agreement have been agreed to by the Chairman of the Board or delegated individual and Megan Loving, subject to formal approval and authorization by the Board at its initial meeting in 2010;

Now all parties mentioned above agree as follows:

1.0 Appointment as Secretary

1.1 The Board hereby appoints and employs Megan Loving to be the Secretary of S2S under policies, rules, supervision, and direction of its Board and its Executive Officers (Chairperson and Vice Chairperson). The Secretary hereby accepts and agrees to such employment.

1.2 The Secretary shall perform all duties required by law, by this Agreement, and in accord with Rules of the Board as adopted and from time to time hereafter amended and which by custom and practice are performed by a State of Georgia Non Profit Organization Secretary including, but not limited to the following:

1.2.1 Provide certification for banks or other financial institutions

1.2.2 Provide requested copies of corporate documents.

1.2.3 Assist in determining the agenda for Board of Directors meetings.

1.2.4 Drafts and distributes Notices and Waivers of Notices for Board.

1.2.5 Drafts and distributes minutes of Board of Directors meetings.

1.2.6 Execute a significant number of documents on behalf of the corporation.

1.2.7 Coordinate and organize the flow of information to directors

1.2.8 Obtain from directors information needed for legal and regulatory compliance

1.2.9 Assist the Chairman on the selection of new directors.

1.2.10 Inform the Board of Directors within 3 (three) days of any and all corporate resolutions and actions without consent;

1.2.11 Performing such other duties commensurate with his position as Secretary that the Board may assign; and

1.2.12 Reports to the Vice President

2.0 Devote Best Efforts to the Work as Secretary

2.1 The Secretary agrees to faithfully, industriously, and with maximum application of experience, ability, and talent, devote appropriate time attention and energies to the duties as Secretary of the Company.

2.2 Such duties shall be rendered at various locations the Atlanta, Georgia area and at such other place or places as the Board or the Secretary shall deem appropriate for the interest, needs, business, or opportunity of the Company.

2.3 The expenditure of reasonable amounts of time for personal or outside business, as well as charitable and professional development activities, shall be permitted, provided such activities do not interfere with the services required to be rendered to the Board under the provisions of this Agreement.

2.4 Once the Secretary is duly compensated by the Company they shall not, without prior written permission from the Board, render services of any professional nature to or for any person or firm for remuneration other than to the Board and shall absolutely not engage in any activity that may reasonably be deemed competitive with and adverse to the Company. The Secretary shall not engage in any activity or conduct in violation of Georgia's ethics laws applicable to public officers and public employees. The making of passive and personal investments and the conduct of private business affairs shall not be prohibited hereunder.

3.0 Term of Appointment; Evaluation; Renewal

3.1 This appointment as Secretary shall be for a term of four and one half years (the "Term"), commencing on the first day of operations for S2S and terminating in four and one half years. The Term shall be subject to renewal or termination as provided for in this Agreement. The parties shall meet no later four years after the first day of operations for S2S to discuss the renewal, extension or non-renewal of this Agreement.

4.0 Compensation

4.1 The Secretary will not be compensated until the Board of Directors approves *reasonable allowance for salaries or other compensation for personal services actually rendered so that it can be claimed as a business expense deduction under Internal Revenue Code 162(a)(1)*.

5.0 Travel and Incidental Expenses

5.1 The Secretary shall have access to Company funds for the payment of reasonable travel expenses, hotel bills, and other necessary and proper expenses in accord with the established travel expenses policies of the Company. The expenses of the Secretary shall be reviewed every four months by an appropriate member of the Board's Finance Committee.

6.0 Termination

6.1 Termination by the Company for "Cause"

6.1.1 Notwithstanding any Board rules pertaining to termination, the Board may terminate the Secretary's employment, and this Agreement, at any time for "Cause" (as hereinafter defined), upon a unanimous vote by the full Board.

6.1.2 "Cause" shall mean conduct by the Secretary determined by the President or Board to constitute any one or more of the following:

- (a) gross negligence or willful malfeasance in the performance of his duties;
- (b) actions or omissions that cause material harm to the Company (which shall include, without limitation, acts or omissions that would reasonably tend to bring public disregard, contempt or ridicule onto the Company) and that are undertaken or omitted knowingly or are criminal or fraudulent or involve material dishonesty or moral turpitude;
- (c) indictment in a court of law for any felony or for a crime involving misuse or misappropriation of Company funds;
- (d) breach of fiduciary duty to the Company;
- (e) breach of any material term of this Agreement; or
- (f) material and repeated failure to comply with the Rules of the Company or written Company policies that harms the Company if the Secretary has been given a reasonable opportunity to comply with such rules or policies and cure any asserted failure to comply. Notwithstanding anything in this Section to the contrary, the Company shall give the Secretary thirty (30) days from the time he receives written notice

detailing any alleged Cause pursuant to subsections (a), (b), (d), (e), or (f) above to cure such Cause, if curable.

6.1.3 Upon a termination for Cause, the Company shall have no further obligation to the Secretary pursuant to this Agreement other than the payment of base salary earned through the date of termination, if compensated, and expenses which have been incurred but not yet reimbursed up to and including the date of the termination.

6.2 Termination by Secretary

6.2.1 The Secretary may terminate this Agreement and his employment as Secretary at any time by the Secretary delivering to the President one hundred twenty (120) days advance written notice of such termination. Upon termination by the Secretary of this Agreement by notice; the Secretary shall in no event hold the Company liable for the loss of any benefits, perquisites, or income, if compensated, from any other sources as a result of such termination.

6.3 Termination for Disability

6.3.1 The Company may terminate this Agreement with the Secretary upon his Disability. Upon termination for Disability, the Secretary shall receive all benefits to which he is entitled pursuant to the Company's disability insurance plans shall such a policy exist at the time of disability. For purposes of this Agreement, "Disability" shall mean the inability of the Secretary to perform the essential functions of his job for a period of six continuous months with a reasonable accommodation (as such term is defined in 42 U.S.C. 5 121 11(9), as amended, and in the common law interpreting same).

6.4 Termination due to Death

6.4.1 In the event of the death of the Secretary during the Term of this Agreement, his employment and this Agreement shall terminate immediately. The Secretary 's estate shall receive all benefits to which he is entitled under the Company's various insurance and benefit plans, shall such a policy exist at the time, as well as reimbursement of any expenses not reimbursed to the Secretary at the time of death.

7.0 Entire Agreement & Modifications

This Agreement constitutes the entire understanding of the parties mentioned and supersedes any and all prior agreements, whether written or oral, between the parties, and cannot be changed or modified unless in a writing signed by the parties mentioned.

8.0 Governing; Law: Forum

This Agreement shall be interpreted and construed in accordance with the laws of the State of Georgia, excluding its choice of laws rules.

Signature

Date

President's Signature

Date

Director of Strategic Initiatives Employment's Agreement

This Agreement is made between the Broad of Directors ("Board") of Sunday to Sunday, Inc ("S2S") and _____ ("Director of Strategic Initiatives ") be effective on the 1st day of operation of S2S.

WHEREAS, S2S ("The Company") wishes to retain _____ as its Director of Strategic Initiatives ; and

WHEREAS, both the Company and _____ desire to set forth their respective rights and obligations in this Agreement; and

WHEREAS, the terms of this Agreement have been agreed to by the Chairman of the Board or delegated individual and _____, subject to formal approval and authorization by the Board at its initial meeting in 2010;

Now all parties mentioned above agree as follows:

1.0 Appointment as Director of Strategic Initiatives

1.1 The Board hereby appoints and employs _____ to be the Director of Strategic Initiatives of S2S under policies, rules, supervision, and direction of its Board and its Executive Officers (Chairperson and Vice Chairperson). The Director of Strategic Initiatives hereby accepts and agrees to such employment.

1.2 The Director of Strategic Initiatives shall perform all duties required by law, by this Agreement, and in accord with Rules of the Board as adopted and from time to time hereafter amended and which by custom and practice are performed by a State of Georgia Non Profit Organization Director of Strategic Initiatives including, but not limited to the following:

1.2.1 Facilitate quarterly strategy sessions to monitor or improve current programs.

1.2.2 Monitors effectiveness of current programs.

1.2.3 Develops detailed action plans for large scale projects (eg- S2S concentrate/explicit)

1.2.4 Researches existing efforts being made by other orgs in specific locations; industries

1.2.5 Coordinate with National Director of Operations for development and enhancement of organizational programs and services

1.2.6 Coordinate with National Director of Communications to determine appropriate contacts for future programs.

1.2.7 Establish Strategic Team to assist in development and enhancement of organizational programs and services.

1.2.8 Performing such other duties commensurate with his position as Director of Strategic Initiatives that the Board may assign; and

1.2.9 Reports to the Vice President

2.0 Devote Best Efforts to the Work as Director of Strategic Initiatives

2.1 The Director of Strategic Initiatives agrees to faithfully, industriously, and with maximum application of experience, ability, and talent, devote appropriate time attention and energies to the duties as Director of Strategic Initiatives of the Company.

2.2 Such duties shall be rendered at various locations the Atlanta, Georgia area and at such other place or places as the Board or the Director of Strategic Initiatives shall deem appropriate for the interest, needs, business, or opportunity of the Company.

2.3 The expenditure of reasonable amounts of time for personal or outside business, as well as charitable and professional development activities, shall be permitted, provided such activities do not interfere with the services required to be rendered to the Board under the provisions of this Agreement.

2.4 Once the Director of Strategic Initiatives is duly compensated by the Company they shall not, without prior written permission from the Board, render services of any professional nature to or for any person or firm for remuneration other than to the Board and shall absolutely not engage in any activity that may reasonably be deemed competitive with and adverse to the Company. The Director of Strategic Initiatives shall not engage in any activity or conduct in violation of Georgia's ethics laws applicable to public officers and public employees. The making of passive and personal investments and the conduct of private business affairs shall not be prohibited hereunder.

3.0 Term of Appointment; Evaluation; Renewal

3.1 This appointment as Director of Strategic Initiatives shall be for a term of four and one half years (the "Term"), commencing on the first day of operations for S2S and terminating in four and one half years. The Term shall be subject to renewal or termination as provided for in this Agreement. The parties shall meet no later four years after the first day of operations for S2S to discuss the renewal, extension or non-renewal of this Agreement.

4.0 Compensation

4.1 The Director of Strategic Initiatives will not be compensated until the Board of Directors approves *reasonable allowance for salaries or other compensation for personal services actually rendered so that it can be claimed as a business expense deduction under Internal Revenue Code 162(a)(1).*

5.0 Travel and Incidental Expenses

5.1 The Director of Strategic Initiatives shall have access to Company funds for the payment of reasonable travel expenses, hotel bills, and other necessary and proper expenses in accord with the established travel expenses policies of the Company. The expenses of the Director of Strategic Initiatives shall be reviewed every four months by an appropriate member of the Board's Finance Committee.

6.0 Termination

6.1 Termination by the Company for "Cause"

6.1.1 Notwithstanding any Board rules pertaining to termination, the Board may terminate the Secretary's employment, and this Agreement, at any time for "Cause" (as hereinafter defined), upon a unanimous vote by the full Board.

6.1.2 "Cause" shall mean conduct by the Director of Strategic Initiatives determined by the President or Board to constitute any one or more of the following:

- (a) gross negligence or willful malfeasance in the performance of his duties;
- (b) actions or omissions that cause material harm to the Company (which shall include, without limitation, acts or omissions that would reasonably tend to bring public disregard, contempt or ridicule onto the Company) and that are undertaken or omitted knowingly or are criminal or fraudulent or involve material dishonesty or moral turpitude;
- (c) indictment in a court of law for any felony or for a crime involving misuse or misappropriation of Company funds;
- (d) breach of fiduciary duty to the Company;
- (e) breach of any material term of this Agreement; or
- (f) material and repeated failure to comply with the Rules of the Company or written Company policies that harms the Company if the Director of Strategic Initiatives has been given a reasonable opportunity to comply with such rules or policies and cure any asserted failure to comply. Notwithstanding anything in this Section to the contrary, the Company shall give the Director of Strategic Initiatives thirty (30) days

from the time he receives written notice detailing any alleged Cause pursuant to subsections (a), (b), (d), (e), or (f) above to cure such Cause, if curable.

6.1.3 Upon a termination for Cause, the Company shall have no further obligation to the Director of Strategic Initiatives pursuant to this Agreement other than the payment of base salary earned through the date of termination, if compensated, and expenses which have been incurred but not yet reimbursed up to and including the date of the termination.

6.2 Termination by Director of Strategic Initiatives

6.2.1 The Director of Strategic Initiatives may terminate this Agreement and his employment as Director of Strategic Initiatives at any time by the Director of Strategic Initiatives delivering to the President one hundred twenty (120) days advance written notice of such termination. Upon termination by the Director of Strategic Initiatives of this Agreement by notice; the Director of Strategic Initiatives shall in no event hold the Company liable for the loss of any benefits, perquisites, or income, if compensated, from any other sources as a result of such termination.

6.3 Termination for Disability

6.3.1 The Company may terminate this Agreement with the Director of Strategic Initiatives upon his Disability. Upon termination for Disability, the Director of Strategic Initiatives shall receive all benefits to which he is entitled pursuant to the Company's disability insurance plans shall such a policy exist at the time of disability. For purposes of this Agreement, "Disability" shall mean the inability of the Director of Strategic Initiatives to perform the essential functions of his job for a period of six continuous months with a reasonable accommodation (as such term is defined in 42 U.S.C. 5 121 11(9), as amended, and in the common law interpreting same).

6.4 Termination due to Death

6.4.1 In the event of the death of the Director of Strategic Initiatives during the Term of this Agreement, his employment and this Agreement shall terminate immediately. The Director of Strategic Initiatives 's estate shall receive all benefits to which he is entitled under the Company's various insurance and benefit plans, shall such a policy exist at the time, as well as reimbursement of any expenses not reimbursed to the Director of Strategic Initiatives at the time of death.

7.0 Entire Agreement & Modifications

This Agreement constitutes the entire understanding of the parties mentioned and supersedes any and all prior agreements, whether written or oral, between the parties, and cannot be changed or modified unless in a writing signed by the parties mentioned.

8.0 Governing; Law: Forum

This Agreement shall be interpreted and construed in accordance with the laws of the State of Georgia, excluding its choice of laws rules.

Signature

Date

President's Signature

Date

National Director of Communications Employment's Agreement

This Agreement is made between the Broad of Directors ("Board") of Sunday to Sunday, Inc ("S2S") and Ginger Hughes ("National Director of Communications ") be effective on the 1st day of operation of S2S. WHEREAS, S2S ("The Company") wishes to retain Ginger Hughes as its National Director of Communications ; and

WHEREAS, both the Company and Ginger Hughes desire to set forth their respective rights and obligations in this Agreement; and

WHEREAS, the terms of this Agreement have been agreed to by the Chairman of the Board or delegated individual and Ginger Hughes, subject to formal approval and authorization by the Board at its initial meeting in 2010;

Now all parties mentioned above agree as follows:

1.0 Appointment as National Director of Communications

1.1 The Board hereby appoints and employs Ginger Hughes to be the National Director of Communications of S2S under policies, rules, supervision, and direction of its Board and its Executive Officers (Chairperson and Vice Chairperson). The National Director of Communications hereby accepts and agrees to such employment.

1.2 The National Director of Communications shall perform all duties required by law, by this Agreement, and in accord with Rules of the Board as adopted and from time to time hereafter amended and which by custom and practice are performed by a State of Georgia Non Profit Organization National Director of Communications including, but not limited to the following:

1.2.1 Operate as the senior public relations officer for the corporation.

1.2.2 Ensure that all aspects of communications are covered to ensure that the organizations message has been delivered successfully.

1.2.3 Assist in the development and expansion of corporate Press Kits.

1.2.4 Responsible for the growth of organizational networks through the initiation of corporate relationships.

1.2.5 Development of comprehensive communications strategy.

1.2.6 Develop follow up procedures to ensure fulfillment of guest and partner expectations.

1.2.7 Performing such other duties commensurate with his position as National Director of Communications that the Board may assign; and

1.2.8 Reports to the Vice President

2.0 Devote Best Efforts to the Work as National Director of Communications

2.1 The National Director of Communications agrees to faithfully, industriously, and with maximum application of experience, ability, and talent, devote appropriate time attention and energies to the duties as National Director of Communications of the Company.

2.2 Such duties shall be rendered at various locations the Atlanta, Georgia area and at such other place or places as the Board or the National Director of Communications shall deem appropriate for the interest, needs, business, or opportunity of the Company.

2.3 The expenditure of reasonable amounts of time for personal or outside business, as well as charitable and professional development activities, shall be permitted, provided such activities do not interfere with the services required to be rendered to the Board under the provisions of this Agreement.

2.4 Once the National Director of Communications is duly compensated by the Company they shall not, without prior written permission from the Board, render services of any professional nature to or for

any person or firm for remuneration other than to the Board and shall absolutely not engage in any activity that may reasonably be deemed competitive with and adverse to the Company. The National Director of Communications shall not engage in any activity or conduct in violation of Georgia's ethics laws applicable to public officers and public employees. The making of passive and personal investments and the conduct of private business affairs shall not be prohibited hereunder.

3.0 Term of Appointment; Evaluation; Renewal

3.1 This appointment as National Director of Communications shall be for a term of four and one half years (the "Term"), commencing on the first day of operations for S2S and terminating in four and one half years. The Term shall be subject to renewal or termination as provided for in this Agreement. The parties shall meet no later four years after the first day of operations for S2S to discuss the renewal, extension or non-renewal of this Agreement.

4.0 Compensation

4.1 The National Director of Communications will not be compensated until the Board of Directors approves *reasonable allowance for salaries or other compensation for personal services actually rendered so that it can be claimed as a business expense deduction under Internal Revenue Code 162(a)(1)*.

5.0 Travel and Incidental Expenses

5.1 The National Director of Communications shall have access to Company funds for the payment of reasonable travel expenses, hotel bills, and other necessary and proper expenses in accord with the established travel expenses policies of the Company. The expenses of the National Director of Communications shall be reviewed every four months by an appropriate member of the Board's Finance Committee.

6.0 Termination

6.1 Termination by the Company for "Cause"

6.1.1 Notwithstanding any Board rules pertaining to termination, the Board may terminate the Secretary's employment, and this Agreement, at any time for "Cause" (as hereinafter defined), upon a unanimous vote by the full Board.

6.1.2 "Cause" shall mean conduct by the National Director of Communications determined by the President or Board to constitute any one or more of the following:

- (a) gross negligence or willful malfeasance in the performance of his duties;
- (b) actions or omissions that cause material harm to the Company (which shall include, without limitation, acts or omissions that would reasonably tend to bring public disregard, contempt or ridicule onto the Company) and that are undertaken or omitted knowingly or are criminal or fraudulent or involve material dishonesty or moral turpitude;
- (c) indictment in a court of law for any felony or for a crime involving misuse or misappropriation of Company funds;
- (d) breach of fiduciary duty to the Company;
- (e) breach of any material term of this Agreement; or
- (f) material and repeated failure to comply with the Rules of the Company or written Company policies that harms the Company if the National Director of Communications has been given a reasonable opportunity to comply with such rules or policies and cure any asserted failure to comply.

Notwithstanding anything in this Section to the contrary, the Company shall give the National Director of

Communications thirty (30) days from the time he receives written notice detailing any alleged Cause pursuant to subsections (a), (b), (d), (e), or (f) above to cure such Cause, if curable.

6.1.3 Upon a termination for Cause, the Company shall have no further obligation to the National Director of Communications pursuant to this Agreement other than the payment of base salary earned through the date of termination, if compensated, and expenses which have been incurred but not yet reimbursed up to and including the date of the termination.

6.2 Termination by National Director of Communications

6.2.1 The National Director of Communications may terminate this Agreement and his employment as National Director of Communications at any time by the National Director of Communications delivering to the President one hundred twenty (120) days advance written notice of such termination. Upon termination by the National Director of Communications of this Agreement by notice; the National Director of Communications shall in no event hold the Company liable for the loss of any benefits, perquisites, or income, if compensated, from any other sources as a result of such termination.

6.3 Termination for Disability

6.3.1 The Company may terminate this Agreement with the National Director of Communications upon his Disability. Upon termination for Disability, the National Director of Communications shall receive all benefits to which he is entitled pursuant to the Company's disability insurance plans shall such a policy exist at the time of disability. For purposes of this Agreement, "Disability" shall mean the inability of the National Director of Communications to perform the essential functions of his job for a period of six continuous months with a reasonable accommodation (as such term is defined in 42 U.S.C. 5 121 11(9), as amended, and in the common law interpreting same).

6.4 Termination due to Death

6.4.1 In the event of the death of the National Director of Communications during the Term of this Agreement, his employment and this Agreement shall terminate immediately. The National Director of Communications 's estate shall receive all benefits to which he is entitled under the Company's various insurance and benefit plans, shall such a policy exist at the time, as well as reimbursement of any expenses not reimbursed to the Director of Strategic Initiatives at the time of death.

7.0 Entire Agreement & Modifications

This Agreement constitutes the entire understanding of the parties mentioned and supersedes any and all prior agreements, whether written or oral, between the parties, and cannot be changed or modified unless in a writing signed by the parties mentioned.

8.0 Governing; Law: Forum

This Agreement shall be interpreted and construed in accordance with the laws of the State of Georgia, excluding its choice of laws rules.

Signature

Date

President's Signature

Date

National Director of Operations Employment's Agreement

This Agreement is made between the Broad of Directors ("Board") of Sunday to Sunday, Inc ("S2S") and Megan Loving ("National Director of Operations ") be effective on the 1st day of operation of S2S. WHEREAS, S2S ("The Company") wishes to retain Megan Loving as its National Director of Operations ; and

WHEREAS, both the Company and Megan Loving desire to set forth their respective rights and obligations in this Agreement; and

WHEREAS, the terms of this Agreement have been agreed to by the Chairman of the Board or delegated individual and Megan Loving, subject to formal approval and authorization by the Board at its initial meeting in 2010;

Now all parties mentioned above agree as follows:

1.0 Appointment as National Director of Operations

1.1 The Board hereby appoints and employs Megan Loving to be the National Director of Operations of S2S under policies, rules, supervision, and direction of its Board and its Executive Officers (Chairperson and Vice Chairperson). The National Director of Operations hereby accepts and agrees to such employment.

1.2 The National Director of Operations shall perform all duties required by law, by this Agreement, and in accord with Rules of the Board as adopted and from time to time hereafter amended and which by custom and practice are performed by a State of Georgia Non Profit Organization National Director of Operations including, but not limited to the following:

1.2.1 Coordinate with Director of Strategic Initiatives for development and enhancement of organizational programs and services.

1.2.2 Coordinate with National Director of Communications to determine expectations of partner organizations.

1.2.3 Schedule and maintain calendar of events for all S2S programs and services.

1.2.4 Maintains relationships with established organizational contacts

1.2.5 Monitor initial rollout of organizational programs and services.

1.2.6 Identify, recruit and train S2S representatives within partner organizations.

1.2.7 Performing such other duties commensurate with his position as National Director of Operations that the Board may assign; and

1.2.8 Reports to the Vice President

2.0 Devote Best Efforts to the Work as National Director of Operations

2.1 The National Director of Operations agrees to faithfully, industriously, and with maximum application of experience, ability, and talent, devote appropriate time attention and energies to the duties as National Director of Operations of the Company.

2.2 Such duties shall be rendered at various locations the Atlanta, Georgia area and at such other place or places as the Board or the National Director of Operations shall deem appropriate for the interest, needs, business, or opportunity of the Company.

2.3 The expenditure of reasonable amounts of time for personal or outside business, as well as charitable and professional development activities, shall be permitted, provided such activities do not interfere with the services required to be rendered to the Board under the provisions of this Agreement.

2.4 Once the National Director of Operations is duly compensated by the Company they shall not, without prior written permission from the Board, render services of any professional nature to or for any person or firm for remuneration other than to the Board and shall absolutely not engage in any

activity that may reasonably be deemed competitive with and adverse to the Company. The National Director of Operations shall not engage in any activity or conduct in violation of Georgia's ethics laws applicable to public officers and public employees. The making of passive and personal investments and the conduct of private business affairs shall not be prohibited hereunder.

3.0 Term of Appointment; Evaluation; Renewal

3.1 This appointment as National Director of Operations shall be for a term of four and one half years (the "Term"), commencing on the first day of operations for S2S and terminating in four and one half years. The Term shall be subject to renewal or termination as provided for in this Agreement. The parties shall meet no later four years after the first day of operations for S2S to discuss the renewal, extension or non-renewal of this Agreement.

4.0 Compensation

4.1 The National Director of Operations will not be compensated until the Board of Directors approves *reasonable allowance for salaries or other compensation for personal services actually rendered so that it can be claimed* as a business expense deduction under Internal Revenue Code 162(a)(1).

5.0 Travel and Incidental Expenses

5.1 The National Director of Operations shall have access to Company funds for the payment of reasonable travel expenses, hotel bills, and other necessary and proper expenses in accord with the established travel expenses policies of the Company. The expenses of the National Director of Operations shall be reviewed every four months by an appropriate member of the Board's Finance Committee.

6.0 Termination

6.1 Termination by the Company for "Cause"

6.1.1 Notwithstanding any Board rules pertaining to termination, the Board may terminate the Secretary's employment, and this Agreement, at any time for "Cause" (as hereinafter defined), upon a unanimous vote by the full Board.

6.1.2 "Cause" shall mean conduct by the National Director of Operations determined by the President or Board to constitute any one or more of the following:

- (a) gross negligence or willful malfeasance in the performance of his duties;
- (b) actions or omissions that cause material harm to the Company (which shall include, without limitation, acts or omissions that would reasonably tend to bring public disregard, contempt or ridicule onto the Company) and that are undertaken or omitted knowingly or are criminal or fraudulent or involve material dishonesty or moral turpitude;
- (c) indictment in a court of law for any felony or for a crime involving misuse or misappropriation of Company funds;
- (d) breach of fiduciary duty to the Company;
- (e) breach of any material term of this Agreement; or
- (f) material and repeated failure to comply with the Rules of the Company or written Company policies that harms the Company if the National Director of Operations has been given a reasonable opportunity to comply with such rules or policies and cure any asserted failure to comply. Notwithstanding anything in this Section to the contrary, the Company shall give the National Director of Operations thirty (30) days from the time he receives written notice detailing any alleged Cause pursuant to subsections (a), (b), (d), (e), or (f) above to cure such Cause, if curable.

6.1.3 Upon a termination for Cause, the Company shall have no further obligation to the National Director of Operations pursuant to this Agreement other than the payment of base salary earned through the date of termination, if compensated, and expenses which have been incurred but not yet reimbursed up to and including the date of the termination.

6.2 Termination by National Director of Operations

6.2.1 The National Director of Operations may terminate this Agreement and his employment as National Director of Operations at any time by the National Director of Operations delivering to the President one hundred twenty (120) days advance written notice of such termination. Upon termination by the National Director of Operations of this Agreement by notice; the National Director of Operations shall in no event hold the Company liable for the loss of any benefits, perquisites, or income, if compensated, from any other sources as a result of such termination.

6.3 Termination for Disability

6.3.1 The Company may terminate this Agreement with the National Director of Operations upon his Disability. Upon termination for Disability, the National Director of Operations shall receive all benefits to which he is entitled pursuant to the Company's disability insurance plans shall such a policy exist at the time of disability. For purposes of this Agreement, "Disability" shall mean the inability of the National Director of Operations to perform the essential functions of his job for a period of six continuous months with a reasonable accommodation (as such term is defined in 42 U.S.C. 5 121 11(9), as amended, and in the common law interpreting same).

6.4 Termination due to Death

6.4.1 In the event of the death of the National Director of Operations during the Term of this Agreement, his employment and this Agreement shall terminate immediately. The National Director of Operations 's estate shall receive all benefits to which he is entitled under the Company's various insurance and benefit plans, shall such a policy exist at the time, as well as reimbursement of any expenses not reimbursed to the Director of Strategic Initiatives at the time of death.

7.0 Entire Agreement & Modifications

This Agreement constitutes the entire understanding of the parties mentioned and supersedes any and all prior agreements, whether written or oral, between the parties, and cannot be changed or modified unless in a writing signed by the parties mentioned.

8.0 Governing; Law: Forum

This Agreement shall be interpreted and construed in accordance with the laws of the State of Georgia, excluding its choice of laws rules.

Signature

Date

President's Signature

Date