

APPLICATION FOR TAX EXEMPTION
MADISON COUNTY TAX ASSESSOR
MADISON COUNTY BOARD OF SUPERVISORS

Instructions:

Before you apply for a Tax Exemption please read the attached Qualifications for Tax Exemption in Mississippi (§27-31-1, et seq., MS Code of 1972 Annotated), and then answer the following questions to be considered for Tax Exemption:

1. APPLICANT FOR TAX EXEMPTION: Crossroads Outreach Ministries, Inc
2. ADDRESS OF PROPERTY: 3250 South Liberty, Canton 39046
3. PARCEL #: 093D-19C-088/00.00
4. DATE PROPERTY ACQUIRED: 5/24/22
5. REASON FOR TAX EXEMPTION: B, Non Profit
6. IF THE EXEMPTION CLAIM IS FOR A CHURCH PLEASE CONSIDER THE FOLLOWING CODE SECTION 79-11-33 MS CODE OF 1972 ANNOTATED:

*A religious society, ecclesiastical body and/or any congregation thereof may hold and own the following real property, **but no other**:*

- a. *A building used as a place of worship with a reasonable quantity of ground annexed thereto;*
- b. *A quantity of ground annexed to the building used as a place of worship and used as a parish house; a community facility; a Sunday school facility; an educational facility; or for the care of children on a non-profit basis;*
- c. *As a hospital or infirmary together with a reasonable amount of ground annexed thereto;*
- d. *All buildings used as a school or college or seminary of learning;*
- e. *All buildings used for an orphan asylum or institution;*
- f. *All buildings used for a campground or assembly for religious purposes;*
- g. *Lands for a cemetery of sufficient dimensions;*
- h. *All buildings and grounds used for denominational headquarters and/or administrative purposes;*
- i. *Any land which is maintained and used as a parking lot for the convenience of the members of the congregation, church, cathedral, mission, or other unit or administrative unit from which the society receives NO REVENUE, fee, charge or assessment.*

7. IF THE EXEMPTION CLAIM IS FOR A CHURCH WHICH OF THE ABOVE QUALIFIES THE CHURCH PROPERTY FOR TAX EXEMPTION:

N/A Faith Based Ministry

8. IF THE EXEMPTION CLAIM IS FOR A CHURCH ARE ALL PROPERTIES CLAIMED ANNEXED TO THE CHURCH: YES/NO;

9. IF THE EXEMPTION CLAIM IS FOR A CHURCH AND THE PROPERTY CLAIMED FOR EXEMPTION IS NON-CONTIGUOUS OR NOT ANNEXED TO THE CHURCH PROPERTY WHAT IS THE PURPOSE FOR THE EXEMPTION AND IS THE PURPOSE FOR A NON-PROFIT BENEFIT:

10. IF THE EXEMPTION CLAIM IS FOR A NON-PROFIT PLEASE PROVIDE THE IRS EXEMPTION LETTER OR PROVIDE THE IRS EXEMPTION #:

26-4700099

11. IS THE NON-PROFIT INCORPORATED YES/NO:

12. IF YES ATTACH COPY OF CHARTER FROM MS SEC OF STATE:

13. If your organization is receiving rent or some equivalent thereof for use of some of all of the real property for which you are requesting an exemption, please provide the amount of rent collected and what percentage of the property is being rented or leased;

This property is a group home for women who have gone through our programs. Approximately 2/3 of the value is charged out at below market rent.

14. If your organization is allowing other groups to use the property for a fee, please provide a detailed description of the groups utilizing the property, the fees associated with that usage, and the estimated percentage of the calendar year when the property is utilized by other organizations;

N/A

15. If your organization provides services for a fee, please describe the fee structure and identify what portion of your clientele (a) pay a reduced fee and/or (b) do not pay any fee for the service;

16. Review the attached copy of Mississippi statute (Section 27-31-1) and list the specific section of that law that applies to your organization; use

17. Please attach or enclose any other information that will support your Application for tax exemption status.

The undersigned, individual owner(s) of the property (the Pastor and one Deacon if a Church, or the church Business Manager), or an authorized officer of the company that owns the property, certifies that, to the best of his/her knowledge, no information contained hereinabove or in the attachments hereto is false in any way and that all information is truly descriptive of the property and the development for which this application for tax exemption is being submitted.

OWNER OR AUTHORIZED REPRESENTATIVE:

Vicki De Money
Print Name

Pastor Vicki De Money
PASTOR

DEACON

Crossroads Outreach Ministries, Inc
Company or Organization Name

Executive Director
Title

601-940-5417
Telephone

Vicki@Crossroadsms.org
Email Address

Vicki De Money
Signature

7/27/23
Date

CROSSROADS

EST. 2008

Ministries

July 26,2023

Madison County Tax Assessor
Madison County Board of Supervisors
146 West Center Street
Canton, MS 39046

RE: Crossroads Ministries application of Tax Exemption

Dear Sirs,

Attached is our application for Property Tax exemptions. Crossroads Outreach Ministries is an interdenominational Christian faith based ministry, focused on helping women coming from incarceration in the Mississippi Prison System who face addiction issues. We do everything in the name of our Lord and Savior Jesus Christ. We run educational services, worship services, small group meetings, and provide a safe place for our women to live as they transition back into society. We believe we qualify under a number areas. Attached to this letter are the following documents:

1. Application for Tax Exemption
2. Parcel propriety description
3. Certificate of Title
4. IRS Employment Identification Number
5. Secretary of State Certificate
6. Crossroads Article of Incorporation
7. Crossroads By Laws
8. Certificate of Affirmation & Ordination for Pastor Vicki DeMoney
9. Crossroads Brochure
10. Crossroads Annual Newsletter 2022

Thank you for considering our Ministry. We hope to continue to grow, and continue to use the monies our donors have given to provide the best services possible to the ladies in our program. Please do not hesitate to call me, if there are any questions.

Best Regards,



Vicki DeMoney
Executive Director
601-940-5417
vicki@crossroadsms.org

LRMLND01 TAXCY
CROSSROADS MINISTRIES INC
PO BOX 3075

LANDROLL MAINTENANCE

LRWLND97/M5

Parcel 093D-19C-088/00.00 PPIN 29982
Alt Par 0931930880000
Exempt Code JD 0 Tax District 5CC
Subdivision

RIDGELAND		MS 39158	St Addr	3250	LIBERTY ST S	Map	Rule 6	
Sect/Twn/Rng		19 09N 03E Blk					Redact	
Cls	C-Acres	C-Value	U-Acres	U-Value	T-Acres	Improved	True	Assessed
1		12000				76420	88420	13263
2		12000				76420	88420	13263
Homestead Type		Reg	100	DAV	Map Row Acres			
Mtg		Group		Eligible Cls		1 N (Y/N)		
New Value Added		F-Fire	O-Override	Last Deed Bk 4233		Pg 73		
Drainage Code		Benefit	Price	Total	Last Deed Date		7 6 2022	Typ
11 PARKING DIST		13263.00	F		Current	2022 Yr	Roll:	Page Line
					L	12000	County	8775 3
					B	76420	City	
Levee Benefits		X	=	Use1	1110	Use2	School	
Added 11 / 12 / 2001		by CNV		Changed 11 / 8 / 2022		by DSRJ		
F24-EXIT								
F3 next record		F4-Legal	F5-Addendum	F6-DBP	References	F7-Flags	F13-Paperlink	

MONTGOMERY McGRAW, PLLC
ATTORNEYS-AT-LAW

151 W. PEACE STREET
POST OFFICE BOX 1039
CANTON, MISSISSIPPI 39046

601-859-3616: TELEPHONE
601-859-3622: FACSIMILE

Sender's Email: cmc@montgomerymccraw.com

CERTIFICATE OF TITLE

Crossroads Ministries, Inc.
4247 Oake Lake Drive
Jackson, MS 39212

Attention: Joe Jackson

Re: The following described real property lying and being situated in the City of Canton, Madison County, Mississippi, and being more particularly described as follows, to wit:

Beginning on the East side of South Liberty Street in the City of Canton, 280 feet North of the Northeast corner of the intersection of Hill Street and South Liberty Street, and run thence East 200 feet, thence North 100 feet, thence West 200 feet to South Liberty Street, thence South 100 feet to POINT OF BEGINNING, being Lot 39 on the East side of South Liberty Street, according to the map of the City of Canton, prepared by George and Dunlap, being also, the same property acquired from Mrs. Louise Tucker and others by deed dated June 15, 1945, recorded in Book 30, Page 346, of the Deed of Records of Madison County, Mississippi, in the office of the Chancery Clerk.

THIS IS TO CERTIFY that we have made a careful examination of the public records of Madison County, Mississippi, properly indexed, insofar as they pertain to the above described property for a period of thirty-two (32) years, next preceding the date hereof, and based upon such examination we are of the opinion that the fee simple title to such property is vested in:

**ASSET BUILDERS, LLC,
a Mississippi Limited Liability Company**

SUBJECT ONLY to the following liens and exceptions, to wit:

1. City of Canton and County of Madison, Mississippi ad valorem taxes for the year 2022, which are liens, but are not yet due or payable.
2. City of Canton, Mississippi, Zoning and Subdivision Regulations and Ordinances, as amended.
3. Prior mineral reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
4. Rights-of-way and easements for public roads, power lines and other utilities.

CERTIFICATE OF TITLE
PAGE 2

5. Deed of Trust executed by Asset Builders, LLC to T. Harris Collier, III, Trustee, to secure Trustmark National Bank, Beneficiary, dated December 13, 2006, securing the original principal amount of \$120,100.00 and recorded in Book 2132 at Page 351 in the records in the office of the Chancery Clerk of Madison County, Mississippi. Modified in Book 2750 at Page 511. Further Modified in Book 3476 at Page 396.

6. Any and all matters which would be reflected by an actual survey of the premises and the rights of parties in possession, if any.

We do not certify as to acreage.

Any unauthorized duplications or reproductions of this certificate shall render this certificate void and relieve the undersigned from any and all liability hereunder. Further, this certificate may not be relied upon by any person or firm other than the above named addressee for any purpose whatsoever without the prior written consent of the undersigned. Subsequent reliance contrary hereto shall render this certificate void and relieve the undersigned of any liability hereunder.

CERTIFIED AT Canton, Mississippi, on the 24th day of May, 2022, at 8:00 A.M.

MONTGOMERY McGRAW, PLLC

By: *Ad*
Don A. McGraw, Jr.

CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE

In consideration of the mutual promises contained herein, Asset Builders, LLC ("Seller") agrees to sell, to Crossroads Ministries, Inc. ("Buyer"), who agrees to buy the property located at 3250 Liberty St., Canton, MS 39046.

1. PROPERTY LOCATION: Property is located in Madison County, Mississippi.

SEE EXHIBIT "A" attached hereto and made a part hereof for all purposes

2. PRICE; The purchase price of the property is \$ 35,000.00.

3. CERTAIN COSTS PAID BY: (S for Seller; B for Buyer; N/A if not applicable)
Survey!!_ Seller's Attorney's Fee Buyer's Attorney's Fee B Owner's Title Insurance:!!
Title Examination:\$ Termite Inspection:\$.. Other Closing Costs: __

4. DEPOSIT: Buyer has deposited with Seller the sum of \$ 0.00 cash/check as earnest money, which will be held in a non-interest bearing account with Seller's Attorney's Escrow Account. The same is to be applied to the cash down payment on closing of this transaction.

5. CLOSING DATE:

(a) The sale shall close on or before -----, 2022.

(b) Buyer shall assume possession from and after closing with delivery of the warranty deed.

6. INSURANCE: Seller shall have in place hazard and extended insurance coverage until midnight of the date of closing. Buyer shall be responsible for any and all insurance thereafter.

7. PRORATION: Property taxes and/or HOA dues/expenses shall be prorated as of the closing date. Monthly rental shall be prorated, as well, effective the date of closing.

8. TITLE AND CONVEYANCE: Seller shall convey title by general warranty deed. Seller shall, prior to or at closing, satisfy all outstanding mortgages, deeds of trust, and special liens affecting the subject property which are not specifically assumed by Buyer herein. Title shall be good, merchantable and marketable, subject only to the following items recorded in the Chancery Clerk's office of said County: easements, protective covenants, prior mineral reservations; otherwise Buyer, at Buyer's option, may, if any title defects cannot be cured by designated closing date, either (a) cancel this contract, in which case all earnest money deposited shall be returned to Buyer immediately (b) accept title as is, or (c) if the defects are of such character that they can be remedied by legal action within a reasonable time, permit Seller such reasonable time to perform curative work at Seller's expense. In the event that the curative work is performed by Seller, the time specified herein for closing of this sale shall be extended

Page -1-

Initials of Parties:

Buyer Vjd

Seller RSK

for a reasonable period necessary for such action. **Seller warrants that the property described above is properly zoned for Buyer's intended use as a shelter for recovering individuals with addictions.**

9. **BREACH OF CONTRACT:** Specific performance is the essence of this contract, except as otherwise specifically provided for concerning title matters or as further delineated below:

(a) In the event of breach of this contract by Buyer, Seller at Seller's option may either: (1) accept the earnest money deposit as liquidated damages and this contract shall then be null and void, or (2) enter suit in any court of competent jurisdiction for damages, giving credit on said damages for the said earnest money deposit, or (3) enter suit in any court of competent jurisdiction for specific performance.

(b) In the event of breach of contract by Seller, Buyer at Buyer's option may either: (1) accept the return of the earnest money deposit and cancel the contract, or (2) enter suit for damages in any court of competent jurisdiction, or (3) enter suit in any court of competent jurisdiction for specific performance.

(c) If it becomes necessary to insure the performance of the conditions of this contract for either party to hire legal counsel, then the defaulting party agrees to pay reasonable attorney's fees and costs in connection therewith.

10. **SURVIVAL OF CONTRACT:** All express representations, warranties, and covenants contained herein shall survive closing except where herein specified to the contrary. All other contractual obligations shall terminate with the closing.

11. **MECHANICAL EQUIPMENT AND BUILT IN APPLIANCES:** Seller represents that the structure, mechanical equipment, appliances, and systems are being sold as is where is. Closing of this sale constitutes acceptance by Buyer of equipment conditions. Seller hereby represents that he is not aware of any defects of equipment, systems and appliances of subject property except as stated herein. Seller represents that all utilities servicing the property are located at or within subject property.

12. **TERMITE CERTIFICATE:** Seller shall furnish Buyer, prior to closing, a certification from a licensed reputable termite control company, that subject property shows no evidence or presence of termite or other wood destroying insect infestation. No remedy for identified infestation will be provided by the Seller.

13. **NO BROKER:** The parties acknowledge and warrant that neither of them have engaged or utilized a real estate broker or agent concerning the sale of the property by Seller to Buyer and that neither of them are liable for any real estate commission to any broker, agent, or representative. Each party agrees to defend, indemnify, and hold harmless the other from any claims for a real estate commission or fee arising out of the actions of the indemnifying party.

Page -2-

Initials of Parties:

Buyer J T

Seller RAN

14. **RISK OF LOSS:** This contract is further conditioned upon delivery of the improvements in their general present condition and in the event of material damage by fire or otherwise before closing, Buyer may declare this contract void and shall be entitled to the return of Buyer's earnest money, or, Buyer may elect to complete the transaction in accordance with this contract provided the property is stored by Seller at Seller's expense prior to closing. Seller agrees to keep the subject property insured against fire and extended coverage risks until closing.

15. **AGREEMENT OF PARTIES:** This contract incorporates all prior agreements between the parties, constitutes the entire and final agreement of the parties, all of which cannot be changed except by their written consent. Neither party has relied upon any statement or representation made by the other party, not contained herein. Neither party shall be bound by any terms, conditions, oral statements, warranties, or representations, not contained herein. Each party acknowledges having read and understanding this contract. The provisions of this contract shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto. Gender and number, as herein used, shall be changed as the context may require. This contract shall be governed by the laws of the State of Mississippi. If any provision of this contract is invalid or unenforceable, the other provisions herein shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of this contract. Each party hereby acknowledges receipt of a duplicate original hereof.

16. **BUYER'S STATEMENT:** Buyer acknowledges further than Buyer has not received or relied upon any statement or representations or been furnished warranties by Seller, not contained herein, concerning the property, including but not limited to the effect of this transaction upon Buyer's tax or legal liability, the size or condition of the property or the presence of urea-formaldehyde insulation, radon gas, asbestos containing material.

17. **SELLER'S STATEMENT:** The offer stated herein is hereby accepted and Seller agrees to sell the herein described property on the terms and conditions set forth herein. Seller hereby acknowledges that Seller has not received or relied upon any statements or representations by Buyer, not contained herein, including but not limited to the effect of this transaction upon Seller's tax or legal liability.

Buyer:
Crossroads Ministries, Inc., a Mississippi
Non-Profit Corporation

Seller:
Asset Builders, LLC, a Mississippi Liability
Company

By: Wick Demong

By: WRB

Date 6/17/10 Time 3:00

Date 8 1 19 12 0 22 Time 11:15 AM CDT

Convey Title to (please print) CROSSROADS MINISTRIES, INC., a Mississippi Non-Profit Corporation

Initials of Parties:

Buyer WD

Seller, WRB

Liberty Street, according to the map of the City of Canton, prepared by George and Dunlap, being also, the same property acquired from Mrs. Louise Tucker and others by deed dated June 15, 1945, recorded in Book 30, Page 346, of the Deed of Records of Madison County, Mississippi, in the office of the Chancery Clerk.

WARRANTY OF TIDS CONVEYANCE is subject to the following exceptions, to wit:

1. City of Canton and County of Madison, Mississippi, ad valorem taxes for the year 2022, which shall be prorated to the date hereof.
2. Any Zoning and Subdivision Regulations and Ordinances.
3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
4. Rights-of-way and easements for roads, power lines and other utilities and restrictive covenants of record.

WITNESS OUR SIGNATURE this the ___ day of June, 2022.

**Asset Builders, LLC,
a Mississippi Limited Liability Company**

By: Ronald Neal Rich, Manager

**STATE OF MISSISSIPPI
COUNTY OF MADISON**

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ___ day of June, 2022, within my jurisdiction, the within named **Ronald Neal Rich**, who acknowledged that he is Manager of **Asset Builders, LLC, a Mississippi Limited Liability Company**, and that for and on behalf of the said company, and as its act and deed he executed the above and foregoing instrument after first having been duly authorized by said company so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

(SEAL)

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: OCT 28 2010

CROSSROADS OUTREACH MINISTRIES INC
PO BOX 3075
RIDGELAND, MS 39158

Employer Identification Number:
26-4700099
DLN:
17053141353000
Contact Person:
PAULA J MOLL-MALONE ID# 31262
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
March 17, 2009
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

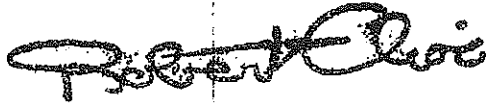
Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

CROSSROADS OUTREACH MINISTRIES INC

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Choi". The signature is stylized with a large, looped initial "R" and a cursive "C".

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Crossroads Outreach Ministries Inc	Legal

Business Information

Business Type:	Non Profit Corporation
Business ID:	946552
Status:	Good Standing
Effective Date:	03/17/2009
State of Incorporation:	Mississippi
Principal Office Address:	NO PRINCIPAL OFFICE ADDRESS FOUND

Registered Agent

Name

Smith, Clyde D
6644 Gary Road, Suite C;PO Box 720683
Byram, MS 39272

Officers & Directors

Name	Title
Vicki DeMoney PO Box 3075 Ridgeland, MS 39157	Incorporator

ATTACHMENT "A"
ARTICLES OF INCORPORATION
OF
CROSSROADS OUTREACH MINISTRIES, INC.

Article 1

The corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organization under sections 501 (c) (3) of the Internal Revenue Code or the corresponding sections of any future federal tax code.

The goals of this corporation shall include, but not be limited to:

1. To support, encourage and promote individuals who have been abandoned, or have had to leave their current environment due to danger to themselves or their children. Our aim is to improve their quality of life and provide a safe environment for them.
2. To assist these individuals in establishing a safe home for themselves and their dependents.

The objectives of this corporation shall include, but not be limited to:

- A. To enhance these individual's lives with instruction through staff care and training
- B. To provide necessary resources for immediate needs
- C. To equip these individuals to re-start their lives if necessary
- D. To help these individuals care for themselves and their children and become independent and re-establish themselves in society

The purposes of the corporation will be accomplished by relying on sound business principles, in cooperation with the government of the United States of America, the state of Mississippi, domestic and other humanitarian organizations.

The corporation shall not discriminate on the basis of race, color, religion, sex, age, nationality, or ethnic origin in the administration of its activities.

Article II

The powers of the Corporation shall be exercised by a Board of Directors of not less than three persons, the number and method of election to be established in the bylaws.

Article III

No part of the earnings of the Corporation shall inure to the benefit of any director or officer of the Corporation or any private person, except that reasonable compensation may be paid for services rendered to or for the Corporation, and payments may be made in furtherance of the purposes set forth in Article I, and no director, officer of the Corporation or any private person shall be entitled to share in the distribution of any of the corporate assets on dissolution shall be the dissemination of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in, any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the Corporation shall not conduct any activities not permitted to be conducted by an organization exempt under section 501(c) (3) of the Code and its related Treasury Regulations, as they now exist or as they may hereafter be amended, or by an organization contributions to which are deductible under section 170 (c)(2) of such Code and Regulations, as they now exist or may hereafter be amended.

Article IV

Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501 (c)(3) of the Internal Revenue Code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Article V

These Articles of Incorporation may not be amended to prevent the Corporation from qualifying as an exempt organization under section 501 (c)(3) of the Code.

Adopted this the 28th day of September, 2009

BYLAWS
Of
Crossroads Outreach Ministries, Inc.

Article I
Offices

Section 1

Principal Office: The principal office of the Corporations shall be at the same location as the registered office or such other place as may be designated by the Board of Directors

Section 2

Registered Office: the registered office of the corporation shall be: P.O. Box 3075, Ridgeland, Mississippi

Section 3

Other offices: The Corporation may have offices at such other places as the board of directors may from time to time determine.

ARTICLE II
EXECUTIVE BOARD OF DIRECTORS

Section 1

General Powers: The business and affairs of the Corporation shall be managed by its Board of Directors.

Section 2

Number, Term and Qualifications: The number of directors constituting the Board of Directors shall not be fewer than 3. The authorized number of directors, within the limits specified above, shall be determined by the affirmative vote of a majority of the whole board of Directors given at a written consent of all the directors to such action without a meeting; notice of the proposed increase or decrease shall be included in the notice of such meeting; and provided, that the number of directors which shall constitute the whole board shall not be reduced to a number less than the number of directors then in office unless such reduction shall become effective only and after the next ensuing regular meeting of the Board of Directors for the election of directors. The Board of Directors may be divided into three classes, as nearly equal in number as may be, to serve in the first instance for terms of one, two, and three years, respectively, and until their successors shall be elected and shall qualify, and thereafter the successors in each

class of directors shall be elected and shall remain or become equal in number as nearly as may be. In the event of the death, resignation, retirement, removal, or disqualification of a director during his elected term of office, his successor shall be elected to serve only until the expiration of the term of his predecessor. Directors need not be residents of the State of Mississippi.

Section 3

Election of Directors: Directors may be elected by the Board of Directors at each meeting of the Board of Directors. A director shall be eligible for re-election, and there is no limitation on the number of terms which an individual may serve as a director.

Section 4

Removal for Cause: Any director may be removed from office, for cause, at any meeting of the Board of Directors by the affirmative vote of two-thirds (2/3) of the directors then holding office.

Section 5

Vacancies: Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors even though less than a quorum, or by the sole remaining director.

ARTICLE III MEETINGS OF DIRECTORS

Section 1

Annual Meetings: The Board of Directors shall meet no less than once per year. Annual Meetings of the directors shall be held at such place and at such time as the Board of Directors may designate during each year for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the election of directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the directors as soon thereafter as conveniently may be.

Section 2

Special Meetings: Special meetings of the directors may be called by the President, or any two (2) of the directors.

Section 3

Place of Meetings: The Board of Directors may designate any special meeting called by the Board of Directors. If no designation of place is made if a special meeting be otherwise called, the place of meeting shall be at the facilities of the Corporation; but if all of the directors shall meet at any time and place, either within or without the State of Mississippi, and consent to the holding of a meeting, such meeting shall be valid without call or notice and at such meeting any corporate action may be taken.

Section 4

Notice of Meetings: Written or printed notice stating the place, day and hour of any meeting of directors shall be delivered either personally or by mail (including electronically), to each director entitled to vote at such meeting, not less than ten nor more than fifty days before the date of such meeting, by or at the direction of the President, or the Secretary, or the Officers of persons calling the meeting. In case of a special meeting or when required by statute or by these bylaws, the purpose or purposes for which the meeting is called shall be deemed to be delivered when deposited in the United States mail addressed to the director at his address as it appears in the records of the Corporation, with postage thereon prepaid.

Section 5

Informal Action by Directors (Action without Meeting): Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all Directors.

Section 6

Quorum: Two-thirds majority of the directors present shall constitute a quorum at any such meeting. If a quorum is not present at any meeting of the directors, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 7

Meeting by Telephone: Any one or more directors may participate in meeting of the Board of Directors by means of a conference telephone or similar communications device which allows all persons participating in the meeting to hear each other, and such participation in the meeting shall be deemed presence in person at such meeting.

Section 8

Attendance at Meetings: Following two consecutive absences by a director, the President shall call that director to determine his intention of attending future meetings or resigning. After

three consecutive absences, the director shall be sent a letter advising him that he may be removed from the Board of Directors in the event of a fourth consecutive absence.

Section 9

Procedure at Meeting: The President shall preside at all meetings of the Board of Directors. In the absence of the President, the Vice-President shall preside. In the absence of both the President and the Vice President, the Secretary shall preside. In the absence of the President, Vice-President, and the Secretary, the Treasurer shall preside. The Board of Directors may elect a Chairperson from their number to preside at the meeting if the President, Vice-President, Secretary, and Treasurer are not in attendance. The presiding Officer shall vote only to accomplish a decision on motions that have resulted in a tie vote. All meetings shall be governed by and conducted in accordance with the latest edition of Robert's Rules of Order.

ARTICLE IV COMMITTEES

Section 1

The Board of Directors may at their discretion set up Committees to help oversee various aspects of the corporation.

ARTICLE V OFFICERS

Section 1

Officers of the Corporation: The officers of the Corporation shall consist of a President, Vice-President, Secretary, Treasurer, selected from the Board of Directors, and an Executive Director, and other Officers as the Board of Directors may from time to time elect. The duties of the officers shall be those prescribed by these bylaws and any additional duties as from time to time prescribed by the Board of Directors.

Section 2

Election and Term: The officers of the corporation shall be elected by the Board of Directors at a duly called meeting and each officer shall hold office for four (4) years or until his death, resignation, retirement, removal, or disqualification or until his successor shall have been

elected and qualified. All officers except the Executive Director shall be elected from directors of the Board of Directors.

Section 3

Compensation of Officers: No officer other than the Executive Director shall receive compensation for services as an officer other than reimbursement for any expenses incurred by the officer in the performance of his duties as authorized by the Board of Directors. Compensation of the Executive Director shall be fixed by the Board of Directors.

Section 4

Removal: Any officer elected by the Board of Directors may be removed by the Board whenever in its judgment the best interests of the Corporation will be served by the removal; but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 5

President: The President shall be the chief executive officer of the Corporation and, subject to the control of the Board of Directors, shall in general supervise and work with the Executive Director. The Executive Director is responsible for the day to day control of the business and affairs of the Corporation. The President shall be an ex-officio director of all committees. He shall appoint chairpersons of all Committees. He shall sign, with the Secretary, an Assistant Secretary, or any other proper officer of the Corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution of such instrument shall be expressly delegated by the Board of Directors or by these bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed and executed; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6

Vice-President: In the absence of the President or in the event of his death, inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President.

Section 7

Secretary: The Secretary shall: (a) keep the minutes of the meetings of the Board of Directors and of any Executive Committee or other Committee of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with

the provisions of these bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the execution of which on behalf of the Corporation under its seal is duly authorized; and (d) in General perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or the Board of Directors.

Section 8

Treasurer: The Treasurer shall: (a) have oversight responsibility for all funds and securities of the Corporation, the receipt and recording of contributions and monies due and payable to the Corporation from any sources whatsoever, and the depositing of all such monies in the name of the Corporation in such depositories as shall be selected in accordance with provisions of Section 4 of Article VI of these bylaws; (b) prepare or cause to be Prepared, a true statement of the Corporation's assets and Liabilities as of the close of each fiscal year, all in reasonable detail, which statement shall be made and filed at the Corporation's registered office or principal place of business In the State of Mississippi; (c) prepare, or cause to be Prepared a proposed budget for the Corporation's activities For the following fiscal year, all in reasonable detail, which statement shall be presented to the Board of Directors at its respective annual meetings; and (d) in general, perform all of the duties as from time to time may be assigned to him by the President or by the Board of Directors, or by these bylaws.

Section 9

Executive Director: The Executive Director serves at the discretion of the Board of Directors. The Executive Director shall be the Chief Administrative Officer of the Corporation and shall be Responsible for:

1. Running the corporation on a day to day basis,
2. Setting overall direction for the corporation,
3. Ensuring that funding is appropriate for the activities of the corporation,
4. Ensuring that the operations of the corporation are efficient and well run,
5. Administering all aspects of the operations of the Corporation.

The Executive Director shall have such other powers and perform such other duties as may be provided by the Board of Directors through the President.

ARTICLE VI
CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1

Contracts: The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2

Loans: No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to a specific instance.

Section 3

Checks and Drafts: All checks, drafts or other orders for the payment of money issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4

Deposits: All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such depositories as the Board of Directors may select.

ARTICLE VII
INDEMNIFICATION

Section 1

Expenses and Liabilities: To the fullest extent and upon the terms and conditions from time to time provided by law, the Corporation shall indemnify any and all of its officers, directors, employees and agents, or any person who has served or is serving in such capacity at the request of the Corporation in any other Corporation, partnership, joint Venture, trust or other enterprise, against liability and reasonable litigation expenses, including attorneys' fee incurred by him in connection with any action, suit or proceeding in which he is made or threatened to be made a party by reason of being or having been such director, officer, employee or agent (excluding, however, liability or litigation expenses which any of the foregoing may incur in relation to matters as to which he shall be adjusted in such action, suit or proceeding to have acted in bad faith or to have been liable or guilty by reason of willful misconduct in the performance of his duty). Such directors, officers, employees and agents shall be entitled to recover from the Corporation, and the Corporation shall pay, all reasonable costs, expenses and attorney fees in connection with the Enforcement of rights of indemnification granted herein. Any person who at any time after the adoption of this bylaw serves or has served in any of the aforesaid capacities for or on behalf of the Corporation shall be deemed to be doing or to have done so in reliance upon and as consideration for the right of indemnification provided herein. Such right shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of any right to which such person may be entitled apart from the provisions of this bylaw.

Section 2

Advance Payment of Expenses: Expenses incurred by a director, officer, employee or agent in defending a civil or criminal action, suit or proceeding as described in Article VII, Section I shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amounts unless it shall be ultimately determined that he is entitled to be indemnified by the Corporation against such expenses.

Section 3

Insurance: The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another Corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of this status as such, whether or not the Corporation would have the power to indemnify him against such liability.

ARTICLE VIII
GENERAL PROVISIONS

Section 1

Waiver of Notice: Whenever any notice is required to be given to any director by law, by the Articles of Incorporation or by these bylaws, a waiver of the notice in writing signed by the person or persons entitled to such notice, shall be equivalent to the giving of the notice.

Section 2

Fiscal Year: The fiscal year of the Corporation shall be the period ending on December 31st .

Section 3

Amendments: Except as otherwise provided in these bylaws these bylaws may be amended or repealed and new bylaws may be adopted by the affirmative vote of two-thirds (2/3) of the directors then holding office at any regular or special meeting of the Board of Directors.

Section 4

Gender: In interpreting these bylaws, all masculine nouns or pronouns shall be deemed to refer equally to the feminine gender.

ATTACHMENT "A"
ARTICLES OF INCORPORATION
OF
CROSSROADS OUTREACH MINISTRIES, INC.

Article 1

The corporation is organized exclusively for educational purposes within the meaning of sections 501(3) and 170(c) (2) of the Internal Revenue Code of 1986 or the corresponding provisions of any future United States Internal Revenue laws (the "Code").

The goals of this corporation shall include, but not be limited to:

1. To support, encourage and promote individuals who have been abandoned, or have had to leave their current environment due to danger to themselves or their children, or who are exiting incarceration or otherwise involved with the judicial systems of the various

government authorities of the United States of America. Our aim is to improve their quality of life and provide a safe environment for them.

2. To assist these individuals in establishing a safe home for themselves and their dependents.

The objectives of this corporation shall include, but not be limited to:

- A. To enhance these individuals lives with instruction through staff care and training
- B. To provide necessary resources for immediate needs
- C. To equip these individuals to re-start their lives if necessary
- D. To help these individuals care for themselves and their children and become independent and re-establish themselves in society.

The purposes of the corporation will be accomplished by relying on Sound business principles, in cooperation with the governments of the United States of America and involved foreign nations, the state of Mississippi, domestic and foreign businesses, and other humanitarian organizations. The corporation shall not discriminate on the basis of race, color, religion, sex, age, nationality, or ethnic origin in the administration of its activities.

Article II

The powers of the Corporation shall be exercised by a Board of Directors of not less than three persons, the number and method of election to be established in the bylaws.

Article III

No part of the earnings of the Corporation shall inure to the benefit of any director or officer of the Corporation or any private person, except that reasonable compensation may be paid for services rendered to or for the Corporation, and payments may be made in furtherance of the purposes set forth in Article I, and no director, officer of the Corporation or any private person shall be entitled to share in the distribution of any of the corporate assets on dissolution shall be the dissemination of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in, any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the Corporation shall not conduct any activities not permitted to be conducted by an organization exempt under section 501(c) (3) of the Code and its related Treasury Regulations, as they now exist or as they may hereafter be amended, or by an organization contributions to which are deductible under section 170 (c) (2) of such Code and Regulations, as they now exist or may hereafter be amended.

Article IV

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, dispose of all of the assets the Corporation to such organization or organizations, organized and operated exclusively for educational purposes under section 501(c) (3) of the Code, or to federal state, or local governments to be used exclusively for public purposes, as the Board of Directors shall determine. Any such assets not so disposed shall be disposed of by the Clerk of the Superior Court of Madison County, Mississippi, to such organization or organizations as the Clerk of the Superior Court of Madison County shall determine which are organized and operated exclusively for such purposes and at the time qualify as exempt organizations under section 501 (c) (3) of the Code, or to federal, state, or local governments to be used exclusively for public purposes.

Article V

These Articles of Incorporation may not be amended to prevent the Corporation from qualifying as an exempt organization under section 501 (c) (3) of the Code.

Crossroads Outreach Ministries, Inc. Conflict of Interest Policy

Article I Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt Organization's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II Definitions

1. Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership of investment interest in any entity with which the Organization has a transaction or arrangement,
- b. A compensation arrangement with the Organization or with any entity or individual with which the Organization is negotiating a transaction or arrangement, or
- c. A potential ownership or investment in, or compensation with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not substantial. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III Procedures

1. Duty of Disclose

In connection with any actual or possible conflict of interest or an interested person, there is a duty to disclose the existence of the financial interest and all material facts relating to the financial interest to the directors and/or members of the committees. The governing board or delegated powers shall then consider the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of a financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee may, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain, with reasonable efforts, a more advantageous

transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy

- a. If a governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflict of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with the actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussion and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and any record of any votes taken in connection with the proceedings.

Article V Compensation

- a. Board Members may not receive compensation for serving on the Board.
- b. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services (other than serving on the board) is precluded from voting on matters pertaining to that member's compensation.

Article VI
Conflict of Interest Statements

Each director, principal officer and member of a committee with the governing board delegated powers shall sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Article VII
Periodic Reviews

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Article VIII
Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

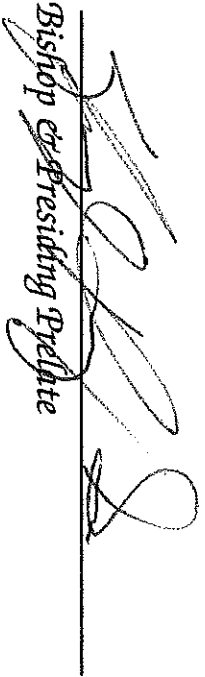
And he gave some, apostles; and some, prophets; and some, evangelists; and some pastors and teachers; For the perfecting of the saints, for the work of the ministry, for the edifying of the body of Christ... Ephesians 4:11-12

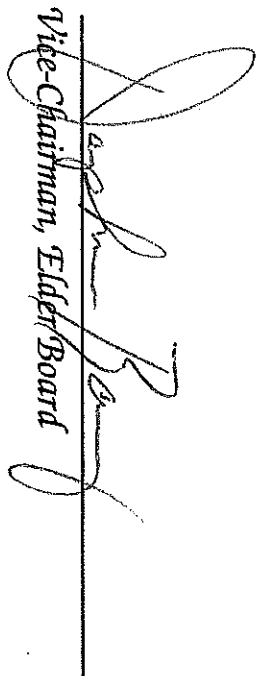
Certificate of Affirmation & Ordination

True Vine Christian Ministries

Know all Men By These Present, that Micki Jane Demoney is in full fellowship with the body of True Vine Christian Ministries; and having satisfied the requirements prescribed by the by-laws of this organization, is hereby granted Affirmation in the office of PASTOR in the Body of Christ; having all honors, privileges, and obligations belonging thereto: so long as her spirit and practice are such as becometh the Gospel of Christ.

In Testimony whereof, the Bishop, and the Board of Elders has authorized issuance of this certificate duly signed and sealed, Issued at True Vine Christian Ministries of Ridgeland, Mississippi of Madison County on this the First Day of January in the year of our Lord, Two Thousand Twelve.


Bishop & Presiding Prelate


Vice-Chairman, Elder Board

PASTORAL CHARGE

I charge thee therefore before God, and the Lord Jesus Christ, who shall judge the quick and the dead at his appearing and his kingdom; 2 Preach the word; be instant in season, out of season; reprove, rebuke, exhort, with all longsuffering and doctrine. 3 For the time will come when they will not endure sound doctrine; but after their own lusts shall they heap to themselves teachers, having itching ears; 4 And they shall turn away their ears from the truth, and shall be turned unto fables. 5 But watch thou in all things, endure afflictions, do the work of an evangelist, make full proof of thy ministry.

I have given you Pastor after mine own heart who shall feed you with knowledge & understanding. Jer. 3:15

And He gave some Apostles, some Prophets, & some Evangelist, & some Pastors & Some Teachers for the perfecting of the saints, the works of the ministry, and the edifying of the body of Christ. Eph. 4:11

CONSECRATOR: Are you persuaded that Gods call and grace to walk in the Office of Pastor rest upon your life?

CANDIDATE: I am so persuaded.

CONSECRATOR: Will you accept this Pastoral Charge and fulfill the mandate that has been entrusted to you concerning Christ's Kingdom & Church?

CANDIDATE: I will, in the power of the Holy Spirit and Commission given unto me.

CONSECRATOR: In accordance with Isiah 11:1-5 and Prov. 9:10, as a Pastor & Minister of the Lords Church, do you promise to ignite the Reverence of the Lord into His people and be a defender of the faith that was won by the elders of old, who obtained a good report thereby, and to guard the foundations of God for the righteous sake?

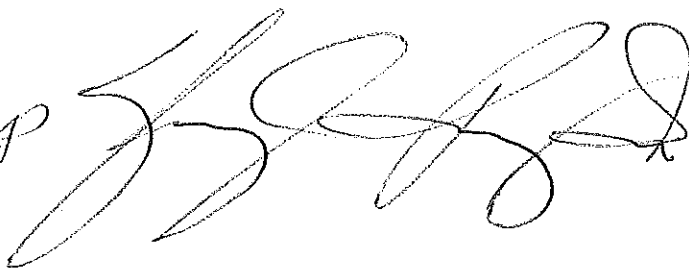
CANDIDATE: I will, by the Grace of God.

CONSECRATOR: Will you perfect, equip, strengthen & and serve the Lord's church concerning the knowledge of Christ and teach, preach, lead and edify the body of Christ in a functional way, with the anointing that has been vested upon your life?

CANDIDATE: I will, with God's Help.

CONSECRATOR: Will you hold fast to sound doctrine and Gods faithful Word to exhort, and convince the gainsayers and heresies of this present age, to preach the Word in season & out, to reprove, rebuke, exhort and serve, and with all longsuffering, endure hardness as a good soldier of the Lord Jesus Christ?

CANDIDATE: I will by the Help of God.

Bishop 

1/1/2012