

**OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
CHARITIES DIVISION**

IN THE MATTER OF:)	
)	
)	
Antioch Community Service Courtland, Inc.))	Administrative Proceeding
5200 Raymond Avenue)	Number: LC-14-1045
Tupelo, Mississippi 38801)	
)	
<i>Respondent</i>)	

CONSENT AGREEMENT

I.

The Charities Division of the Mississippi Secretary of State’s Office (“Division”), having the authority to administer and to provide for the enforcement of all provisions of the Mississippi Charitable Solicitations Act (“Act”), and Respondent do hereby enter into this Consent Agreement in resolution of the following allegations by the Division of violations of certain provisions of the Act:

1. Respondent is a “charitable organization” as defined in section 79-11-501(a)(1) (2009) of the Act;
2. From August 4, 2012 to present, the Respondent solicited contributions from individuals in Mississippi;
3. From August 4, 2012 to present, no effective registration statement of the Respondent was on file with the Division as required by the Act;
4. Therefore, Respondent solicited contributions from Mississippi residents during the period in question in violation of section 79-11-503(6) of the Act.
5. Furthermore, Respondent failed to keep accurate books and records of the organization in violation of section 79-11-518 of the Act and Rule 2.13 of the Mississippi Charities Act Rules.

II.

Respondent, under the terms of this Consent Agreement and solely for the purpose of resolving the foregoing allegations, stipulates, without a hearing, to the matters set forth above in Paragraph I. Respondent consents to the issuance of this Consent Agreement and further consents to and agrees to the undertakings contained herein with no formal administrative hearing and determination of wrongdoing. Furthermore, the undersigned agent for Respondent acknowledges that he has been lawfully vested with the authority to enter into this Consent Agreement on behalf of Respondent.

III.

THEREFORE, in consideration of a final resolution of the matters set forth herein, the Division and Respondent hereby agree and stipulate as follows:

1. Respondent stipulates to the jurisdiction of the Division as to all matters contained herein under the authority of the Act and acknowledges that the issuance of this Consent Agreement is solely for the purpose of resolving the matters set forth herein.
2. The Division shall impose a penalty upon the Respondent in the amount of Three Hundred Dollars (\$ 300.00). Respondent shall remit payment to the Division, payable to the "Mississippi Secretary of State" upon execution of this Agreement.
3. The Respondent is an affiliate of Antioch Food Bank and Verona Food Pantry. It is the intent of Respondent and its affiliates that all functions currently performed by Respondent, Antioch Food Bank and Verona Food Pantry be performed by and through Respondent.
4. Antioch Food Bank and Verona Food Pantry will formally dissolve by filing articles of dissolution with the Mississippi Secretary of State's Office within thirty (30) days following execution of this Agreement and file the appropriate documentation with the Division following such dissolution.
5. Respondent will register with the Division within thirty (30) days following the execution of this Agreement, but given its status as a church, Respondent will not be required to file with

such registration a Form 990 as it is not required to file a Form 990 with the Internal Revenue Service.

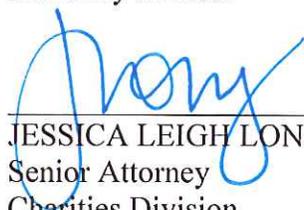
6. This Consent Agreement is in resolution of the matters contained herein. As a result of this Consent Agreement, the matters contained herein cannot be used as a basis for action by the Division except in determining any penalty as may be imposed by the Division for any future violations of the Act committed by the Respondent and as set forth below.
7. Respondent agrees that it will comply with all the provisions of the Act as currently in effect or as may be subsequently amended.

IV.

In the event Respondent fails or neglects to comply with any of the terms, stipulations or undertakings set forth in this Consent Agreement, the Division may, without notice to Respondent, unilaterally rescind this Agreement and institute any legal or administrative proceedings it deems appropriate including, but not limited to, proceedings to address the matters set forth herein.

C. DELBERT HOSEMANN, JR.
Secretary of State

By:



JESSICA LEIGH LONG
Senior Attorney
Charities Division

Date:

September 8, 2014

Antioch Community Service Courtland, Inc.,

By: Bishop Obie S. Fox
Sign Name

Print Name: Bishop Obie S. Fox

Title: C.F.O.

Date: 9-4-14