

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

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**IN THE MATTER OF:**

**BROTHER'S KEEPER  
11514 Pinehurst Place West  
Gulfport, Mississippi 39503**

**File Number LC-13-0693**

**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. Brother's Keeper is a Mississippi non-profit organization that incorporated on December 17, 2004. Brother's Keeper is currently registered with the Division as a charity. Its stated purpose include being "Committed to assisting pastors and lay leaders and equipping them with Bibles, study helps, and monetary supplement in order to present the Gospel in Guatemala and Mexico".
2. On March 20, 2013, the Division performed an examination on Brother's Keeper and it was determined that it was in violation of Rule 2.13 of the Mississippi Charities Act Rules and Miss. Code Ann. §79-11-518. When requested, the required books and records outlined in Rule 2.13 were not submitted to the Division. Brother's Keeper had no record of minutes from its board meetings. Neither did it have records of mileage logs, itemized receipts, or other documentation showing the costs between personal expenses and business expenses for vehicles used to perform charitable services that are also used personally by Gary and Shelia Lankford.

3. The Division also determined that Brother's Keeper failed to use all of the contributions it received for its stated charitable purpose in the following ways in violation of Miss. Code Ann. §79-11-509(1)(d).
  - a. Using charitable funds to buy a house in a residential area that was deeded to Gary and Shelia Lankford;
  - b. Spending almost Seven Thousand Dollars (\$7,000.00) in expenses for two vehicles that are only partial used for charitable purposes; and
  - c. Using charitable funds to buy shoes at Shoe Carnival.
4. Brother Keeper's officers and board of directors failed to abide by the Act and the charity rules when it failed to provide oversight over the expenses listed in Item #3 above in violation of Miss. Code Ann. §79-11-525.

## 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 and hereby consents to the issuance of this Consent Agreement and further consents to and agrees to the undertakings contained herein, with no formal administrative hearing.

## 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 the issuance of this Consent Agreement is solely for the purpose of resolving the matters contained in this Consent Agreement.
2. Respondent agrees to immediately start keeping mileage logs when operating vehicles that are being used personally, as well as by the charity. Respondent further agrees to keep detailed and itemized receipts and invoices of charity related expenses.

3. Respondent further agrees to immediately start keeping detailed minutes of its board meetings.

4. Because charity funds were used to purchase the house located at 11514 Pinehurst Place West in Gulfport, Mississippi, Respondent agrees to transfer the title of the deed from Gary and Sheila Lankford to Brother's Keeper. This transaction should be completed by November 30, 2013. Respondent should submit a copy of the new deed to the Division by December 6, 2013.

5. Because Gary and Shelia Lankford are living in the house owned by the charity, they will immediately start paying the charity for living in its facility. The amount paid to the charity should be fair market value, an amount agreed upon by both the Division and the Respondent. The agreement between the charity and the Lankfords should be submitted to the Division by November 1, 2013.

6. Respondent agrees to collect reimbursement from the appropriate person for the shoes purchased from Shoe Carnival. Confirmation of this reimbursement (copy of check and deposit slip) should be sent to the Division by October 15, 2013.

7. Gary and Shelia Lankford agree to step down from the Board of Directors, and Respondent agrees to get more independent Board of Directors to serve on the Board by November 30, 2013.

8. Respondent acknowledges and agrees that the Division will be conducting a follow-up exam to ensure compliance with the law to cover years after this exam within the next twelve (12) to twenty-four (24) months.

9. The Division shall impose a penalty upon the Respondent in the amount of Five Hundred Dollars (\$500.00) for violating the Act. Respondent shall remit payment to the Division, payable to the "Mississippi Secretary of State" upon execution of this Agreement.

10. 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.

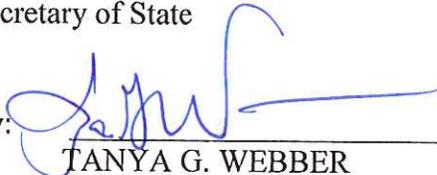
11. Respondent agrees that it will comply with the provisions of the Mississippi Charitable Solicitations Act as currently in effect or as may be subsequently amended.

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 the 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.

DELBERT HOSEMANN  
Secretary of State

By:



TANYA G. WEBBER  
Assistant Secretary of State  
Charities Division

Date:

10/9/13

The undersigned agent for Brother's Keeper acknowledges that he/she has been lawfully vested with the authority to enter into this Consent Agreement on behalf of the Respondent.

BROTHER'S KEEPER

By: Shelia P. Lankford  
Sign Name

Shelia P. Lankford  
Print Name

President, Brothers Keeper  
Title

Date: 10-2-13

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