

**OFFICE OF THE MISSISSIPPI SECRETARY OF STATE  
BUSINESS REGULATION AND ENFORCEMENT DIVISION**

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<b>IN THE MATTER OF :</b>	)	
	)	
<b>GREENWOOD COMMUNITY and RECREATION CENTER, INC.</b>	)	<b>Administrative Proceeding</b>
<b>Post Office Box 416</b>	)	<b>Number: <u>C-07-0855</u></b>
<b>Greenwood, Mississippi 38930</b>	)	
	)	
<i>Respondent</i>	)	

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**CONSENT AGREEMENT**

I.

The Business Regulation and Enforcement Division of the Mississippi Secretary of State's Office (hereinafter "Division") having the power to administer and to provide for the enforcement of all provisions of the Mississippi Charitable Solicitations Act (hereinafter "Act"), and Respondent GREENWOOD COMMUNITY and RECREATION CENTER, INC. (hereinafter "Greenwood") 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 Miss. Code Ann. § 79-11-501(a)(i).
2. Respondent failed to comply with the requirements in Miss. Code Ann. § 79-11-509 (1)(d) when it failed to use contributions for the purpose stated in the documents filed with the Division. According to documents filed with the Division, Greenwood purpose is to *"provide a facility with a wholesome environment with a variety of education and social activities that promotes the importance of life, discipline and physical fitness for those who are among the increase of drug abuse, violence in the homes and street, and the many changes of society. The program accomplishes this by servicing children, youths, young adults, and senior citizens through a series of activities which includes: tutoring, aerobics, basketball leagues, karate, weight lifting, game rooms, health fairs, group services and other education and health related activities that motivates them to become productive*

*citizens*” . Even though Respondent’s purpose is that stated above, Respondent used contributions to make loans to the Itta Bena Bingo Hall.

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 and determination of wrongdoing. Furthermore, the undersigned agent for the Respondent acknowledges that he/she has been lawfully vested with the authority to enter into this Consent Agreement on behalf of the 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 One Thousand Dollars (\$1,000.00). Respondent shall remit payment to the Division, payable to the “Mississippi Secretary of State” upon execution of this Agreement.
3. 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.
4. 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  
Senior Attorney  
Business Regulation & Enforcement

Date: 4/9/08

GREENWOOD COMMUNITY AND RECREATION CENTER

Sign Name: 

Print Name: Larry Johnson  
President

Title: \_\_\_\_\_

Date: 4-25-08