

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered between REBUILDING TOGETHER, INC. (hereinafter "Charity"), and C. Delbert Hosemann, Jr. in his official capacity as **MISSISSIPPI SECRETARY OF STATE** (hereinafter "SOS").

PARTIES

1. The Charity is located in Washington, D.C., and at all times relevant herein is defined as a charitable organization pursuant to the Mississippi Charitable Solicitations Act (hereinafter "Act").
2. C. Delbert Hosemann, Jr., is the duly elected Secretary of State for the State of Mississippi.

JURISDICTION

3. The Charity acknowledges the jurisdiction of the Secretary of State over the parties and the subject matter of this Memorandum of Understanding.

RECITALS

4. In the Charity's letter dated February 20, 2009, the Charity indicated solicitations performed in Mississippi while unregistered with the SOS between December 26, 2005 and February 20, 2009.
5. The SOS alleges that these solicitations are violations of Act.

TERMS OF THE AGREEMENT

NOW THEREFORE, in resolution of this matter as to the Charity, without formal administrative hearing and determination of wrongdoing, but instead as an informal resolution of the matters described herein, the Division and the Charity have entered into this Memorandum of Understanding whereby the Charity agrees and undertakes the following:

6. The Charity agrees to comply with the provisions of the Act and the rules promulgated thereunder as currently in effect or as may be subsequently amended.
7. The Charity agrees to pay the SOS the amount of Five Hundred Dollars (\$500.00) and to remit payment to the "Mississippi Secretary of State" upon execution of this Memorandum of Understanding.

8. As a result of this Memorandum of Understanding, the Charity neither admits nor denies the allegations of the SOS.
9. This Memorandum of Understanding is in resolution of the matters contained herein. As a result of this Memorandum of Understanding, 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 Charity.

The Charity hereby acknowledges that they have read this Memorandum of Understanding in its entirety and fully understand the terms, rights, and obligations contained herein.

AGREED, this, the 25th day of June, 2009.

C. DELBERT HOSEMANN
Secretary of State

BY: Melanie Thomas
MELANIE THOMAS
Senior Attorney
Securities and Charities Division

REBUILDING TOGETHER, INC.

BY: Mary Kay Milner
TITLE: VP Finance & Administration
DATE: 6/25/09