



STATE OF MISSOURI
OFFICE OF SECRETARY OF STATE

IN THE MATTER OF:)
)
CENTRAL MISSOURI ENERGY, LLC;) Case No. AP-14-19
and BOYD A. WARE,)
)
)
Respondents.)

CONSENT ORDER

SUMMARY OF ENFORCEMENT SECTION'S ALLEGATIONS

1. The Enforcement Section of the Missouri Securities Division of the Office of Secretary of State ("Enforcement Section"), through Assistant Commissioner Mary S. Hosmer and Enforcement Counsel Tyler B. McCormick, alleged that beginning in the fall of 2006, and continuing until at least the summer of 2008, Respondent Boyd A. Ware and Central Missouri Energy, LLC offered and sold limited liability company membership interests to Missouri investors totaling in excess of \$300,000. The investments in Central Missouri Energy, LLC were not registered with the State of Missouri and Boyd Ware was not registered to offer or sell securities in State of Missouri. Boyd Ware and Central Missouri Energy, LLC sold unregistered securities and made untrue statements of material fact or omitted to state necessary material facts in connection with the sale of those securities.
2. Respondents and the Enforcement Section desire to settle the allegations and the matters raised by the Enforcement Section relating to the Respondents' alleged violations of Sections 409.3-301, 409.4-402, and 409.5-501(2), RSMo. (Cum. Supp. 2013).¹

CONSENT TO JURISDICTION

3. Respondents and the Enforcement Section stipulate and agree that the Missouri Commissioner of Securities ("Commissioner") has jurisdiction over Respondents and these matters pursuant to the Missouri Securities Act of 2003, Chapter 409, et seq.

¹ Unless otherwise noted, all statutory references are to the 2013 cumulative supplement to the Revised Statutes of Missouri.

4. Respondents and the Enforcement Section stipulate and agree that the Commissioner has authority to enter this Order pursuant to Section 409.6-604(h), which provides:

“The commissioner is authorized to issue administrative consent orders in the settlement of any proceeding in the public interest under this act.”

WAIVER AND EXCEPTION

5. Respondents waive Respondents’ rights to a hearing with respect to this matter.
6. Respondents waive any rights that Respondents may have to seek judicial review or otherwise challenge or contest the terms and conditions of this Order. Respondents specifically forever release and hold harmless the Missouri Office of Secretary of State, Secretary of State, Commissioner, and their respective representatives and agents from any and all liability and claims arising out of, pertaining to, or relating to this matter.
7. Respondents stipulate and agree with the Enforcement Section that, should the facts contained herein prove to be false or incomplete, the Enforcement Section reserves the right to pursue any and all legal or administrative remedies at its disposal.

CONSENT TO COMMISSIONER’S ORDER

8. Respondents and the Enforcement Section stipulate and agree to the issuance of this Consent Order without further proceedings in this matter, agreeing to be fully bound by the terms and conditions specified herein.
9. Respondents agree not to take any action or to make or permit to be made any public statement creating the impression that this Order is without factual basis. Nothing in this paragraph affects Respondents’ (a) testimonial obligations; (b) right to take legal or factual positions in litigation or in other legal proceedings in which the Commissioner is not a party; or (c) right to make public statements that are factual.
10. Respondents agree that Respondents are not the prevailing party in this action since the parties have reached a good faith settlement.
11. Respondents neither admit nor deny the allegations made by the Enforcement Section, but consent to entry of the Commissioner’s Findings of Fact, Conclusions of Law, and Order as set forth below solely for the purposes of resolving this proceeding and any proceeding that may be brought to enforce the terms of this Consent Order.

COMMISSIONER'S FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

I. FINDINGS OF FACT

A. Respondents and Related Parties

12. Central Missouri Energy, LLC ("CME") is a Missouri limited liability company organized on September 5, 2006, for the purpose of operating a biodiesel plant. CME's registered agent is John P. Walsh with a mailing address of 101 South Hanley, Suite 1700, St. Louis, Missouri 63105. CME was founded by Boyd A. Ware ("Ware"), Gregory G. Haug ("Haug"), and Kris L. Bezenek ("Bezenek").
13. CM Energy, Inc. ("CM Energy") is a Missouri corporation formed on April 29, 2005, to produce, manufacture, market, promote, and sell alternative fuels including, but not limited to, biodiesel fuel and byproducts of manufacturing biodiesel fuel. CM Energy's registered agent is Ware with a mailing address of 316 West Bruton Street, Centralia, Missouri 65240.
14. Ware is a 64-year-old Missouri resident with a last known address of 316 West Bruton Street, Centralia, Missouri 65240. Ware is the President, Chief Executive Officer, and Manager of CME. Ware is also the President of CM Energy.
15. Ware Construction Inc. ("Ware Construction") was a Missouri corporation formed on November 4, 1999. Ware Construction's registered agent was Ware with an office address of 2109 William Woods Avenue, Fulton, Missouri 65251. Ware Construction was administratively dissolved on August 28, 2013, for failure to file a correct and current annual report.
16. Manuel Camargo ("Camargo") is a Mexican national who had an address in Columbia, Missouri during all times relevant to this matter. Camargo holds himself out to be an attorney in Mexico, although he is not one.
17. MDLM Green Oil Company LLC ("MDLM") is a Missouri limited liability company with an address of 1601 West Broadway, Columbia, Missouri 65203. Camargo is the organizer and registered agent of MDLM.
18. As used herein, the term "Respondents" refers to CME and Ware.
19. A check of the records maintained by the Commissioner indicates that at all times relevant, Ware and CME have never been registered with the State of Missouri as investment advisers, investment adviser representatives, broker-dealers, broker-dealer agents, and/or issuer agents.
20. A check of the records maintained by the Commissioner indicates that at all times relevant, there was no registration or granted exemption for the securities offered and/or sold by Respondents.

B. Enforcement Section Investigation

Website Solicitation

21. In or around August 2006, Haug created a website for CME (“CME Website”).²
22. The CME Website, among other things, stated:
 - a. CME “is offering limited liability company membership interests representing a portion of the Company’s ownership”; and
 - b. CME “intends to utilize the net proceeds raised pursuant to this Offering to fund its construction and start-up costs as well as its working capital requirements.”
23. The CME Website contained a link to view the entire Private Placement Memorandum for CME (“CME PPM”). The CME PPM was not password protected and was generally available on the CME Website.
24. The CME Website contained the address where the biodiesel facility was going to be built, the telephone number for CME, as well as contact information for Ware.

CME PPM

25. The CME PPM set forth, among other things, the following:
 - a. CME was offering 152 units in CME for \$12,500 per unit;
 - b. the minimum investment by a CME investor was \$25,000;
 - c. subscriptions could be accepted by CME at any time on or before March 31, 2007, the expiration of the subscription period;
 - d. the CME offering was contingent on the investors purchasing a minimum of 20% of the offered units;³
 - e. CME would hold investor funds in an escrow account until March 31, 2007;
 - f. if CME could not reach “financial closing on the project” the funds would be returned to the investor; and

² <http://centralmissourienergy.net>. As of the date of the Petition, representatives of the Enforcement Section were no longer able to access the CME Website.

³ The CME offering was contingent on CME selling thirty (30) membership units, raising three hundred seventy-five thousand dollars (\$375,000) by March 31, 2007.

- g. the offering was limited to investors who possessed sufficient experience in business, financial and investment matters to be able to evaluate the risk involved in the purchase of the offered units and to make an informed investment decision.

Missouri Resident 1

- 26. In or around September 2006, Ware, on behalf of CME, told a 29-year-old Kirksville, Missouri resident (“MR1”) about an investment opportunity in CME.
- 27. On or about September 11, 2006, MR1 gave Ware a check in the amount of \$50,000 made payable to CME.
- 28. On September 12, 2006, Ware sent an e-mail to Bezenek that stated, among other things, the following:
 - a. “Greg just wanted to let you know that we got our first check yesterday. [MR1] gave me a check for \$50,000.”; and
 - b. “I told [MR1] that we would not deposit it until we got the paper work finalized.”
- 29. On or about March 2, 2007, MR1 gave Ware a check in the amount of \$12,500 made payable to CME.
- 30. On or about March 2, 2007, Ware, on behalf of CME, prepared a subscription agreement for MR1 (“MR1 Subscription Agreement”). The MR1 Subscription Agreement set forth, among other things, that:
 - a. MR1 would purchase five units in CME for \$62,500;
 - b. MR1 was not an accredited investor;
 - c. if the individual was not an accredited investor the investor would need to complete an information statement (“Information Statement”) before the subscription could be considered by CME; and
 - d. Ware accepted the subscription agreement on March 24, 2007.⁴
- 31. The Enforcement Section has not received any Information Statement indicating that Ware and/or CME reviewed MR1’s business, finance, and investment experience to be able to evaluate the risks and to make an informed investment decision regarding the purchase of CME units.

⁴ The MR1 Subscription Agreement obtained by the Enforcement Section does not contain the signature of MR1, and Ware stated that MR1’s initials on the MR1 Subscription Agreement “looked like [Ware’s] handwriting.”

32. In or around March 2007, MR1's investment funds were deposited into a CME bank account at River Region Credit Union in Columbia, Missouri ("CME Account").

Missouri Resident 2

33. In or around March 2007, Ware, on behalf of CME, told a 38-year-old Auxvasse, Missouri resident ("MR2") about an investment opportunity in CME.
34. On or about March 24, 2007, MR2 and MR2's spouse signed a subscription agreement ("MR2 Subscription Agreement"). The MR2 Subscription Agreement set forth, among other things, that MR2 and MR2's spouse would purchase two units in CME for \$25,000. MR2 and MR2's spouse represented that they were accredited investors on the MR2 Subscription Agreement.
35. MR2 made the following payments to Ware and CME for MR2 and MR2's spouse's purchase of two membership units in CME:
- a. on or about March 23, 2007, MR2 or MR2's spouse gave Ware a cashier's check, payable to Ware, in the amount of \$15,000;
 - b. on or about April 20, 2007, MR2 or MR2's spouse gave Ware a check, payable to CME, in the amount of \$2,500; and
 - c. on or about May 8, 2007, MR2 or MR2's spouse gave Ware \$2,500.
36. Although MR2 and MR2's spouse invested \$20,000, Ware issued two membership units in CME to MR2 and MR2's spouse.

Missouri Resident 3

37. In or around April 2007, Ware, on behalf of CME, told a 51-year-old Fulton, Missouri resident ("MR3") about an investment opportunity in CME.
38. Ware told MR3 that MR3's investment funds would be used for the construction of the bio-diesel facility in Fulton, Missouri.
39. On or about April 12, 2007, MR3 signed a subscription agreement ("MR3 Subscription Agreement"). The MR3 Subscription Agreement set forth, among other things,
- a. MR3 would purchase eight units in CME for \$100,000;
 - b. MR3 was not an accredited investor;
 - c. if the individual was not an accredited investor the investor would need to complete an Information Statement before the subscription could be considered by CME; and

- d. Ware accepted the subscription agreement on April 12, 2007.
- 40. The Enforcement Section has not received any Information Statement indicating that Ware and/or CME reviewed MR3's business, finance, and investment experience to be able to evaluate the risks and to make an informed investment decision regarding the purchase of CME units.
- 41. On or about April 12, 2007, MR3 gave Ware a \$100,000 check payable to CME that was deposited into the CME Account.

Letters to Investors

- 42. On or about March 3, 2008, Ware, on behalf of CME, sent a letter to investors that stated, among other things, the following:
 - a. "Central Missouri Energy, LLC, spent several months again securing the senior debt financing. We have now secured an 80% loan guarantee from the USDA for our plant, and have two banks ready to fund the senior debt";
 - b. "On December 23rd 2007 we met with a Mr. Manuel Camargo a Mexican National. Mr. Camargo owns Green Oil Corp out of Mexico, and was looking for a US Biodiesel Producer that would be interested in developing a cooperative arrangement";
 - c. "Although jatropha starts yielding within a year, the most effective yield is obtained after two or three years";⁵
 - d. "We also wanted to mention that a Mr. Lindell Smith has just joined our group of investors and shall also be an employee of CME once we are up and running";⁶ and
 - e. "We are aware that there are a lot of issues to consider and we hope that we are making the proper contacts with the USDA and other legal representatives to protect our interest. We have several good law offices who will review all business plans and contracts prior to us signing anything."
- 43. On or about January 19, 2009, Ware, on behalf of CME, sent a letter to investors that

⁵ Ware stated that because of the increased cost of feedstock for the biodiesel production, Ware sought out other feedstock sources and found the jatropha. Jatropha is large perennial shrub that produces non-edible seeds that can be used as a biodiesel feedstock.

⁶ Lindell Smith was the owner of a biofuels plant in Bethel, Missouri. Ware stated that Lindell Smith had stopped operating because of the expenses associated with purchasing feedstock for the biofuel business.

stated, among other things, the following:

- a. “In our March letter, we indicated that we were working with a Mr. Manuel Camargo, (president of Green Oil), on the development of Jatropa Plantations in Mexico”;
- b. “The major problem is that almost every one [sic] in the Mexican government has there [sic] hands out wanting a percentage of the project”;
- c. “We currently have an agreement with [Camargo] that Green Oil will sell us enough Jatropa Oil for our facility if we so desire”;
- d. **“Please note, No CME money was spent on the development of the Jatropa Project”** [Emphasis in original];
- e. “On a very positive note, SRS Engineering out of Murrieta Ca. has joined our team as a 25% owner in CME”; and
- f. “We have sold 90% of the offered units available.”

Investors Request Return of Investment

44. On or about October 9, 2009, MR2 sent Ware a letter (“First MR2 Letter”) requesting the return of the investment made by MR2 and MR2’s spouse. The First MR2 Letter, among other things, stated:
 - a. “This letter is to inform you we wish to have a return on our investment”; and
 - b. “After several years of waiting for the construction to begin, we wish to pursue other investment opportunities.”
45. On or about December 7, 2009, MR2 and MR2’s spouse sent Ware a letter (“Second MR2 Letter”) requesting the return of the investment made by MR2 and MR2’s spouse. The Second MR2 Letter, among other things, stated, “This is the second letter letting you know we wish to have our investment returned.”
46. On or about December 8, 2009, Ware, on behalf of CME, sent MR2 and MR2’s spouse a Unit Transfer Proposal letter (“MR2 Unit Transfer Proposal”) and a check for \$14,940. The MR2 Unit Transfer Proposal, among other things, stated:
 - a. “As per your request to surrender your units in Central Missouri Energy LLC, we have performed a review of the operating agreement to facilitate your request”;
 - b. “Our proposal to you is that the Company shall authorize the transfer of the units back to Central Missouri Energy LLC at the current fair market value...”;

- c. “Current value of your investment = \$14,940.00”;
 - d. “We want to share with you some additional information on our project. In March of 2009 we were introduced to a group that provides loan guarantees for projects involved with Alternative Energy and Housing....Our project was accepted by the Co-Venture group as one that they would provide the guarantee for, and we have signed contracts indicating such”;
 - e. “Just recently we did receive a Bank Conditional Letter of commitment. The Lending bank and the Co-Ventures are now working out the details of providing the loan guarantee. Once that is completed we will be moving forward with our project”; and
 - f. “We are sharing this with you, as we do NOT want you to get out at what we feel is the 11th hour and say that if they would have just informed me, we would have left our investment in place.” [Emphasis in original]
47. A review of the CME Account revealed that, on or about December 23, 2009, MR2 or MR2’s spouse deposited the CME check into a bank account in the name of MR2 and MR2’s spouse. This CME check was in the amount of \$14,940.
48. Sometime prior to September 7, 2010, MR1 requested a return of MR1’s investment funds from CME and Ware.
49. On or about September 7, 2010, CME sent MR1 a Unit Transfer Proposal letter (“MR1 Unit Transfer Proposal”) and a check for \$37,812.50. The MR1 Unit Transfer Proposal, among other things, stated:
- a. “As per your request to surrender your units in Central Missouri Energy LLC, we have performed a review of the operating agreement to facilitate your request”;
 - b. “Our proposal to you is that the Company shall authorize the transfer of the units back to Central Missouri Energy LLC at the current fair market value...”;
 - c. “Current value of your investment = \$37,812.50”;
 - d. “We want to share with you some additional information on our project. In March of 2010 we were introduced to a group that provides loan guarantees for projects involved with Alternative Energy and Housing....Our project was accepted by the Co-Venture group as one that they would provide the guarantee for, and we have signed contracts indicating such”;
 - e. “Just recently we did receive a Bank Conditional Letter of commitment. The Lending bank and the Co-Ventures are now working out the details of providing

the loan guarantee. Once that is completed we will be moving forward with our project”; and

- f. “We are sharing this with you, as we do **NOT** want you to get out at what we feel is the 11th hour and say that if they would have just informed me, we would have left our investment in place.” [Emphasis in original]
50. On or about December 23, 2010, MR1 returned the check issued by CME to MR1 for \$37,812.50 back to Ware and CME.
 51. On November 14, 2011, MR3 sent Ware an e-mail requesting to surrender MR3’s units in CME.
 52. On or about February 14, 2012, CME sent MR3 a Unit Transfer Proposal letter (MR3 Unit Transfer Proposal). The MR3 Unit Transfer Proposal, among other things, stated:
 - a. “As per your request to surrender your units in Central Missouri Energy LLC, we have performed a review of the operating agreement to facilitate your request”;
 - b. “Due to the fact that most of CME funds are in a long term investment, CME is not in a position financially at this time to purchase back your units”;
 - c. “Therefore, we hereby authorize you to sell the units on the open market to anyone you desire”;
 - d. “We want to share with you some additional information on our project. In late August of 2011 we selected seven sites in Mexico for the construction of Crush / Oil extraction facilities. These sites are currently being cleared, leveled and final site design is being completed. In addition, we have secured 35 thousand hectares of land in the state of Guerrero for plantation development”;
 - e. “In addition to this advancement, we are also in the final stages of a joint venture agreement with two US companies. Peoria Biofuels out of Peoria, Illinois, and an investment company named Enviromend out of Chicago [,] Illinois”;
 - f. “Their [sic] are four companies involved in this joint venture. They are CME, MDLM De Mexico, Peoria Biofuels, and Enviromend. The finalization of this joint venture will allow for the construction of the Fulton facility very quickly”;
 - g. “Last Friday, we were notified by Illini Bank that the Enviromend’s funds would be deposited into the escrow account this week. Once the other funds are deposited by MDLM, our Mexican partners, the Fulton facility will start construction as soon as possible”; and

- h. “We are sharing this with you, as we do **NOT** want you to get out at what we feel is the 11th hour and say that if they would have just informed me, we would have left our investment in place.” [Emphasis in original]
53. As of April 2014, neither MR1 nor MR3 has been repaid their principal or any earnings on their investments.

Additional Findings

54. On March 6, 2014, Ware appeared before representatives of the Enforcement Section for an on-the-record examination (“Ware OTR”). During the Ware OTR, Ware stated, among other things, that:
- a. CME was to operate a biodiesel facility;
 - b. Ware, on behalf of CME, had raised over \$500,000 for this biodiesel facility;
 - c. CME membership units were sold after the expiration date listed in the offering materials;
 - d. Ware allowed an investor to pay less than the subscription amount for membership units in CME;
 - e. Ware and the other officers of CME had no experience in running a biodiesel facility;
 - f. CME paid Ware Construction for “development” and for “physical site type of work”;
 - g. Ware stated that MR1’s initials on the MR1’s Subscription Agreement looked like Ware’s handwriting;
 - h. Ware signed MR1’s subscription agreement on behalf of CME prior to obtaining MR1’s signature (the Enforcement Section does not have a signed subscription agreement with MR1’s signature);
 - i. MR1, MR2, and MR3 requested the return of their investments from CME;
 - j. Camargo was an attorney in Mexico;
 - k. in a March 2008 letter, Ware informed investors that, “We have several good law offices who will review all business plans and contracts prior to us signing anything.” Ware stated that statement referred to Camargo’s law office and that

Camargo was representing the group and was protecting CME's interest because "they were working together";

- l. Ware did not hire any attorneys to review these contracts;
- m. Lindell Smith never invested any money into CME;
- n. in a March 2009 letter, Ware informed an investor who was requesting a refund that it was the "11th hour" because CME had a thirty million dollar commitment from a firm "[r]eputable in Mexico" and CME was waiting on the guarantee from the group out of Texas;
- o. this loan commitment fell through because Ware and CME could never get the group out of Texas "to provide the language required by the bank" to close on the loan;
- p. in a September 2010 letter, Ware informed an investor who requested a refund that it was the "11th hour" because CME had a loan commitment and was waiting on the guarantee from a group out of Texas;
- q. "I don't believe that we were still working" on the loan commitment at that time;
- r. in a February 2012 letter, Ware informed an investor who requested a refund that it was the "11th hour" and that "we were notified by [a bank] that ... funds were to be deposited into the escrow account this week. Once...the funds are deposited by ...our Mexican partners, the Fulton facility will start construction";
- s. the funds were not deposited by the Mexican partners and construction of the Fulton facility did not begin, but Ware did not remember why this fell through;
- t. the "80 percent loan guarantee" from the USDA that was contained in a letter to investors was a "verbal commitment from the USDA." Ware did not know if he had any records regarding that loan guarantee. Ware claimed that the bank financing, to be backed by the USDA loan guarantee, fell through because of the financial crisis in 2008;
- u. Ware, on behalf of CME, had taken 10 to 15 trips to Mexico to secure financing, to secure agreements with the farmers of plantations, and to develop feedstock;

- v. CME paid Camargo a total of \$135,000 to set up legal entities for the farmers within Mexico and for plantation development;
 - w. CME investors did not know that over \$135,000 was going to Camargo;
 - x. SRS Engineering never purchased membership units in CME and were never 25% owners of CME as stated in the January 19, 2009 letter to investors;
 - y. Ware never sold 90% of the stock as stated in a letter to investors;
 - z. of the more than \$500,000 Ware claimed to have raised, “around \$30,000” was left in the CME Account; and
 - aa. after over seven years, the biodiesel facility is not operational and no facility has been built.
55. On April 21, 2014, representatives of the Enforcement Section made contact with Camargo’s former wife (“SD”). SD stated, among other things, the following:
- a. SD was married to Camargo for 24 years;
 - b. in 2006, SD moved to Missouri while Camargo remained living in Mexico;
 - c. between 2006 and 2011, Camargo made multiple trips to Missouri;
 - d. Camargo held himself out to be an attorney in Mexico; however, Camargo never graduated college and does not hold any professional designations;
 - e. SD knew that Camargo was involved in a lot of “scams” including a real estate project in Cancun, Mexico and a project involving jatropa;
 - f. Ware traveled to Mexico several times to meet with Camargo regarding a jatropa project; and
 - g. Ware sent money to Camargo through SD.
56. A review of the bank records for the CME Account and invoices provided by Ware revealed that:
- a. investor funds were not placed in an escrow account;
 - b. as of March 31, 2007, the end of the subscription period, CME had raised less

than \$150,000, or less than one-half of the amount necessary to reach “financial closing” per the CME PPM’s terms;

- c. Ware and CME spent funds from the CME Account prior to selling the minimum number of units upon which the offering was contingent;
- d. Ware and CME did not sell the minimum number of units until March 2008, almost one year after the end of the subscription period;
- e. Ware received funds from the last CME investor on or about September 25, 2008;
- f. at least some investment funds from MR1, MR2, and/or MR3 were commingled with other funds in the CME Account and used for, among other things, to pay:
 - i. over \$4,000 to Ware on trips to Mexico;
 - ii. at least \$22,000 to Camargo’s former wife;
 - iii. at least \$150,000 to Camargo; and
 - iv. in excess of \$50,000 to Ware Construction, including funds to travel to Mexico and a loan to Ware Construction.

II. CONCLUSIONS OF LAW

- 57. The Commissioner concludes that Respondents offered and sold unregistered, non-exempt securities, transacted business as an unregistered agent, employed an unregistered agent who transacted business in Missouri, and made untrue statements of material fact or omitted to state necessary material facts in connection with the sale of those securities, in violation of Sections 409.3-301, 409.4-402, and 409.5-501(2), and that these violations constitute grounds to issue an order pursuant to Section 409.6-604.
- 58. The Commissioner, after consideration of the stipulations set forth above and on consent of the Respondents and the Enforcement Section, finds and concludes that the Commissioner has jurisdiction over Respondents in this matter and that the following order is in the public interest, necessary for the protection of public investors, and consistent with the purposes intended by Chapter 409, RSMo.

III. ORDER

NOW, THEREFORE, it is hereby Ordered that:

- 1. Respondents, their agents, employees and servants, and all other persons participating in the above-described violations with knowledge of this order are permanently enjoined and restrained from violating Sections 409.3-301, 409.4-402 and 409.5-501;

2. Respondents are hereby each BARRED from registering as a broker-dealer, investment adviser, broker-dealer agent or investment adviser representative in the State of Missouri;
3. Respondents shall pay, jointly and severally, restitution in the amount of \$314,940 (the "Restitution Amount"). Respondents shall pay, jointly and severally, \$6,000 of this restitution amount within 60 days of the date of this Order. The remaining portion of the Restitution Amount shall be paid in monthly installments in the minimum amount of \$500. The first monthly installment will be due on July 1, 2016, and all remaining installments shall be due on the 15th of each month thereafter. In addition, Respondents shall pay toward the Restitution Amount: 1) any and all net proceeds received from the sale of any real estate (other than a personal residence), or company that either Respondent owns or holds an interest, and 2) any and all funds that are in or that come into any CME bank account until the Restitution Amount is satisfied. The payments shall be made payable to the Missouri Secretary of State's Investor Restitution Fund, and the Commissioner will take reasonable and necessary actions to distribute such funds to the investors listed on Exhibit 1. The payments shall be sent to the Securities Division at 600 W. Main Street, Jefferson City, Missouri 65101;
4. Respondents shall pay, jointly and severally, \$10,000 as the cost of this investigation. Respondents' payment of this amount is hereby suspended, but shall become due immediately upon the sooner of (1) Respondents' noncompliance with the terms of this Consent Order or (2) a finding, after notice and opportunity for a hearing, by the Commissioner or a court of competent jurisdiction that Respondents have violated the Missouri Securities Act. Such immediately due payment shall be in addition to all other penalties then available under the law. Upon Respondents' satisfaction of the Restitution Amount in Paragraph 3, above, the suspended payment described in this paragraph shall be fully and finally waived. The payments shall be made payable to the Investor Education and Protection Fund, and shall be sent to the Missouri Securities Division at 600 West Main, P.O. Box 1276, Jefferson City, Missouri 65102;
5. Respondents shall pay, jointly and severally, civil penalties in the amount of \$60,000. Respondents' payment of this amount is hereby suspended, but shall become due immediately upon the sooner of (1) Respondents' noncompliance with the terms of this Consent Order or (2) a finding, after notice and opportunity for a hearing, by the Commissioner or a court of competent jurisdiction that Respondents have violated the Missouri Securities Act. Such immediately due payment shall be in addition to all other penalties then available under the law. Upon Respondents' satisfaction of the Restitution Amount in Paragraph 3, above, the suspended payment described in this paragraph shall be fully and finally waived;
6. If Respondents fail to make any payment described in the above paragraphs, the full amounts remaining shall be immediately due and payable after 30 days notice to cure, and if any amount remains unpaid after such 30 day cure period, the Commissioner may refer this matter for enforcement as provided in Sections 409.6-603 and 409.6-604; and

7. Respondents shall pay their own costs and attorneys' fees with respect to this matter.

SO ORDERED:

WITNESS MY HAND AND OFFICIAL SEAL OF MY OFFICE AT JEFFERSON CITY,
MISSOURI THIS 17TH DAY OF MARCH, 2016.



JASON KANDER
SECRETARY OF STATE

Andrew M. Hartnett

ANDREW M. HARTNETT
COMMISSIONER OF SECURITIES

Consented to by:


THE ENFORCEMENT SECTION OF THE
MISSOURI SECURITIES DIVISION



Mary S. Hosmer

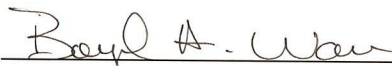
Assistant Commissioner of Securities

RESPONDENTS

 03/03/2016

Boyd A. Ware

Central Missouri Energy, LLC

BY: 

NAME: Boyd A. WARE

TITLE: Managing Director