



STATE OF MISSOURI
OFFICE OF SECRETARY OF STATE

IN THE MATTER OF:)	
)	
LONGHORN PROPERTIES, LLC)	
d/b/a LONGHORN PROPERTIES OF MISSOURI, LLC;)	Case No. AP-14-04
HENRY T. HAMMOND a/k/a TOMMY HAMMOND;)	
RELIANCE, INC.; and LANDEL EWING,)	
)	
<i>Respondents.</i>)	
)	
Serve: Longhorn Properties, LLC at:)	
Registered Agent: Evan L. Tripp)	
2001 W. Jesse James Road, # 6)	
Excelsior Springs, Missouri 64024)	
)	
and)	
)	
Henry T. Hammond at:)	
153 Bear Pen Road)	
Ponte Vedra Beach, Florida 32082-3699)	

**ORDER TO CEASE AND DESIST AND ORDER TO SHOW CAUSE WHY
RESTITUTION, DISGORGEMENT, CIVIL PENALTIES, AND COSTS
SHOULD NOT BE IMPOSED**

On January 22, 2014, the Enforcement Section of the Securities Division of the Office of Secretary of State (the “Enforcement Section”), through its Assistant Commissioner Mary S. Hosmer and its Enforcement Counsels Jennifer Martin and Tyler McCormick, submitted a Petition for Order to Cease and Desist and Order to Show Cause Why Restitution, Disgorgement, Civil Penalties, and Costs Should Not Be Imposed.

I. FACTUAL BACKGROUND

The petition alleges the following facts:

A. Respondents and Related Parties

1. Longhorn Properties, LLC (“Longhorn”) is a Kansas limited liability company formed in 2007 to engage in the business of “real estate and investments.” A check of the records of the Missouri Secretary of State Business Services Division (“Missouri Business Services Division”) indicates that Longhorn did business as (“d/b/a”) Longhorn Properties of Missouri, LLC and that the registered agent for Longhorn is Evan L. Tripp with an address of 2001 W. Jesse James Road, #6, Excelsior Springs, Missouri 64024.
2. Longhorn Construction, Inc. (“Longhorn Construction”) was a Kansas corporation formed in 2007 to engage in business as a “general contractor.” A check of the records of the Missouri Business Services Division indicates that Longhorn Construction was listed as a foreign corporation in Missouri on February 10, 2010, and that Longhorn Construction was administratively dissolved on January 27, 2012. Longhorn Construction had a last known principal place of business of 105 N. Stewart Court, Suite 200, Liberty, Missouri 64068.
3. Henry T. Hammond, also known as Tommy Hammond (“Hammond”), purports to be the majority owner of Longhorn and was previously the President of Longhorn Construction. Hammond has an address of 153 Bear Pen Road, Ponte Vedra Beach, Florida 32082-3699.
4. Reliance, Inc. (“Reliance”) is a corporation organized in Nevada and formed in Kansas in June 2009. A check of the records of the Kansas Business Entity Center indicates the registered agent for Reliance is Landel M. Ewing (“Ewing”) with an address of 6722 West 128th Terrace, # 202, Leawood, Kansas 66209.
5. Ewing is the president of Reliance and has an address of 6722 West 128th Terrace, # 202, Leawood, Kansas 66209.
6. The Maranatha Platform (“Maranatha Platform”) was purported to be the largest trading platform in the world that paid investors high-yield returns and funded worldwide humanitarian projects. Greg Stodghill (“Stodghill”) was purported to be a financial officer of the Maranatha Platform.
7. A check of the records maintained by the Commissioner indicates that neither Hammond nor Longhorn has ever been registered with the State of Missouri as an investment adviser, investment adviser representative, broker-dealer, broker-dealer agent, or issuer agent.
8. At all times relevant to this matter, records maintained by the Commissioner contained no registration, granted exemption, or notice filing indicating status as a “federal covered security” for any securities issued by Hammond, Longhorn, and/or the Maranatha Platform.

9. As used in this document, the term “Respondents” includes Longhorn and Hammond.

B. Petitioner’s Investigative Findings

Missouri Resident 1

High Yield Investment Program in the Maranatha Platform

10. In or around 2008, a 43-year-old Kansas City, Missouri resident (“MR1”), met Ewing at church.
11. MR1 was the proprietor of several businesses (collectively, “MR1 Related Entities”) and made investments on behalf of the MR1 Related Entities.
12. In 2009, Ewing spoke to MR1 about an investment opportunity through Hammond and Longhorn that paid “fast returns.”
13. After Ewing’s conversation with MR1, Ewing introduced MR1 to Hammond. Hammond told MR1, among other things, the following about an investment in a Strategic Investment Program (“SIP”) through the Maranatha Platform:
 - a. MR1’s principal investment would not be at risk in the investment;
 - b. the more money MR1 invested, the higher the yield on the investment;
 - c. the Maranatha Platform was an exclusive, high-yield, Christian-based investment;
 - d. the Maranatha Platform supported humanitarian projects, including the construction of churches all over the world;
 - e. the Maranatha Platform offered investors different investment options from which to choose, including the SIP; and
 - f. an investment of \$400,000 in the Maranatha Platform would return \$1 million per month for 10 months.
14. On May 28, 2009, MR1, on behalf of the MR1 Related Entities, entered into a joint venture agreement with Ewing and Reliance (“Reliance Joint Venture”), to invest in “a private placement transaction for a buy-sell portion of an existing investment” through Hammond and Longhorn.
15. As part of the Reliance Joint Venture, MR1 and Ewing agreed to each invest \$49,000 for a combined total of \$98,000 with Hammond and Longhorn.

16. Ewing was responsible for all operations and decisions of the Reliance Joint Venture.
17. On or about May 28, 2009, Ewing, on behalf of the Reliance Joint Venture, agreed to invest \$98,000 in the SIP and entered into agreements relating to this investment with Hammond and Longhorn (“SIP Agreements”).
18. The SIP Agreements were a series of vague, complex, and confidential documents that purported to reflect how the SIP generated profits from trading in bank instruments. Pursuant to one of these SIP Agreements (attached as Exhibit A):
 - a. Reliance was to deposit investment funds through an intermediary account (the intermediary was not named and no contact information was supplied for this intermediary);
 - b. Reliance would be participating in an “on-going buy-sell of a Bank Instrument” with Longhorn (the bank instrument was not specified or further defined);
 - c. the bank instrument would be discounted by “a Top 50 Moody’s rated bank” (no top 50 Moody’s rated banks were identified);
 - d. Reliance would be participating in these transactions through a “trading group” (the trading group was not named and no contact information was supplied for this trading group);
 - e. Reliance was to pay a consultant fee for the trades pursuant to a consultant fee agreement (the consultant was not identified and no consultant fee agreement was provided);
 - f. Reliance would be paid “in proportion to [the] amount invested as a part of the existing trade of [Longhorn]” (no trade was identified); and
 - g. Reliance was to maintain “strict confidentiality in all matters relating to these transactions” and represented that Reliance was neither an “informant, nor associated with any government agency of the United States of America, or any other country, such as the Secret Service, Internal Revenue Service, Federal Bureau of Investigation, Central Intelligence Agency, Securities and Exchange Commission, Banking Commission, nor any agency whose purpose is to gather information regarding such offerings” (no reason was provided to explain this restriction).
19. The SIP Agreements were provided to MR1. These SIP Agreements included a schedule of the anticipated payouts on the investment. The Scheduled Payments document stated, among other things, that:

“Actual payouts will vary but the following is anticipated as listed in table below:

40K Euro – 8 Weeks – 25%

50K Euro – 8 Weeks – 35%

60K Euro – 8 Weeks – 45%

70K Euro – 8 Weeks – 50%

80K Euro – 100K E - 8 Weeks – 55%”

20. On or about June 1, 2009, MR1, on behalf of the MR1 Related Entities, issued a check to Hammond in the amount of \$49,000 payable to Longhorn to participate in the SIP through the Reliance Joint Venture.
21. Subsequent to MR1’s initial investment, Ewing told MR1 that Ewing did not have the funds to invest Ewing’s portion of the investment.
22. On or about June 8, 2009, MR1 issued an additional check to Hammond in the amount of \$49,000 payable to Longhorn for Ewing and/or Reliance’s portion of the initial investment in the SIP through the Reliance Joint Venture.¹
23. Between approximately July 20, 2009, and November 13, 2009, MR1 and the MR1 Related Entities invested in excess of \$420,000 with Longhorn and/or Hammond to participate in the SIP.
24. MR1 and the MR1 Related Entities had no management responsibilities with respect to the investments in the SIP through Hammond and Longhorn.

Hotel Project

25. When the SIP failed to produce the anticipated high-yield returns, Hammond offered MR1 the opportunity to transfer all of the previous investment funds from MR1 and the MR1 Related Entities in the SIP to a hotel investment through Hammond and Longhorn (the “Hotel Project”).
26. On November 18, 2009, Hammond, on behalf of Longhorn, and MR1 entered into and executed an Equity Participation Agreement & Venture (“EPAV”) contract that stated, among other things, that:
 - a. Longhorn would use MR1’s funds to purchase, develop, and construct a 103-Unit Country Inn and Suites Hotel in Independence, Missouri;
 - b. upon executing the EPAV, MR1 would make a loan to Longhorn and/or Hammond in the amount of \$676,275 in order to obtain a 10% equity position in the Hotel Project; and

¹ Petitioner alleges that neither Ewing nor Reliance paid MR1 for Reliance’s portion of the initial investment.

- c. for MR1's loan, MR1 would receive approximately \$1,485,105 over a 14-month period.
- 27. Between approximately November 27, 2009, and March 25, 2010, MR1 and the MR1 Related Entities were repaid approximately \$245,000 by Longhorn and/or Hammond.
 - 28. On or before July 8, 2010, Hammond told MR1 that MR1 had to invest \$160,000 with Hammond and/or Longhorn to maintain the 10% equity position in the Hotel Project.
 - 29. Between July 8, 2010, and July 20, 2010, checks from MR1 and the MR1 Related Entities, totaling \$160,000, were issued to Hammond and made payable to Longhorn.
 - 30. On or about July 20, 2010, Hammond and Longhorn issued MR1 and the MR1 Related Entities a "Promissory Note & Agreement" that set forth, among other things that:
 - a. MR1 would provide a loan to Hammond and Longhorn in the amount of \$160,000;
 - b. the \$160,000 would be used solely for investment transactions and costs pursuant to the EPAV; and
 - c. the promissory note would be due and payable on or before August 19, 2010.
 - 31. MR1 had no management responsibilities with respect to the Hotel Project.
 - 32. In total, MR1 and the MR1 Related Entities invested in excess of \$670,000 with Longhorn and/or Hammond in the SIP and the Hotel Project.

Missouri Resident 2

- 33. In 2009, MR1's mother, an 81-year-old resident of Lee's Summit, Missouri ("MR2"), met with Hammond in Kansas City, Missouri, regarding the SIP investment opportunity.
- 34. On June 17, 2009, Longhorn and/or Hammond provided MR2 with a "KNOW YOUR CLIENT QUESTIONNAIRE" that provided, among other things, that:
 - a. MR2 would be participating with Reliance in an existing "BUY-SELL transaction" through Longhorn;
 - b. MR2 had "received a copy of the [SIP] data;"

- c. MR2 would invest \$98,000 through Longhorn;
 - d. MR2's profits were expected "to be 55% of the amount invested or approximately \$53,900;" and
 - e. the "international standards of business conduct and confidentiality, non-disclosure, and non-circumvention apply to this private transaction"
35. On June 17, 2009, MR2 signed the above-mentioned questionnaire and wrote two checks payable to Longhorn in the total amount of \$98,000 to invest in the SIP with Hammond and Longhorn.
36. MR2 had no management responsibilities with respect to the investment with Hammond, Longhorn, and/or Reliance.
37. MR2 has been repaid approximately \$20,000 by Longhorn and/or Hammond.

Missouri Resident 3

38. Sometime prior to July 2009, MR1's brother, a 47-year-old Lee's Summit, Missouri resident ("MR3"), met Hammond and Ewing.
39. Hammond told MR3 about investment opportunities in the SIP through Hammond and Longhorn that invested in "security swaps in Europe" and bank "trading notes."
40. On July 7, 2009, MR3 wrote a check payable to Longhorn in the amount of \$30,000 to invest in the SIP with Hammond and Longhorn.
41. MR3 had no management responsibilities with respect to the investment with Hammond and Longhorn.

Promissory Note with a Personal Guarantee

42. In or around the end of 2010, Hammond told MR1 that Hammond would "convert the balances owed" to MR1, MR2, and MR3 through the SIP investment and MR1's investment in the Hotel Project by issuing three promissory notes with "personal guarantees" from Hammond.
43. On January 19, 2011, Hammond and Longhorn executed and issued three (3) promissory notes to MR1, MR2, and MR3:
- a. the promissory note issued to and signed by MR1 was in the amount of \$475,000 and was due and payable on November 15, 2011;
 - b. the promissory note issued to and signed by MR2 was in the amount of \$50,000 and was due and payable on May 15, 2011; and

- c. the promissory note issued to and signed by MR3 was in the amount of \$15,000 and was due and payable on March 15, 2011.
44. The promissory notes issued to MR1, MR2, and MR3 provided, among other things, that:
- a. interest would accrue at the rate of 8% per annum after the due date; and
 - b. in the event Hammond and/or Longhorn failed to pay the promissory note in full on or before the due date, interest would accrue on the entire remaining balance of the promissory note until fully paid.
45. MR1, MR2, and MR3 have not received any payments on the promissory notes.

Respondents' Bank Account

46. On September 15, 2008, Hammond opened a business checking account in the name of Longhorn with Pony Express Bank located in Liberty, Missouri ("Longhorn Bank Account").
47. A review of the Longhorn Bank Account records revealed, among other things, that:
- a. Hammond and Hammond's wife were listed as the signatories on the Longhorn Bank Account;
 - b. on June 1, 2009, the Longhorn Bank Account had a balance of \$69.61;
 - c. from June 2009 through July 2010, investment funds from MR1, MR2, and MR3 in excess of \$650,000 were deposited into the Longhorn Bank Account and were commingled with Hammond's personal and/or other business funds and used, among other things, for:
 - i. numerous payments to credit card accounts in Hammond's name, including, but not limited to, Macy's, American Express, and Visa;
 - ii. numerous checks payable to Hammond; and
 - iii. numerous checks payable to Longhorn Construction.

Hammond On-the-Record Statement

48. On November 29, 2011, Hammond appeared before representatives of the Enforcement Section for an on-the-record statement ("Hammond OTR").

49. During the Hammond OTR, Hammond identified a spreadsheet Hammond prepared that reflected that Hammond had received \$704,000 from MR1, MR2, and MR3 between June 2009 and July 2010.
50. During the Hammond OTR, Hammond stated, among other things, that:
 - a. Hammond's company had financial difficulties;
 - b. Hammond had "lost millions of dollars in tied-up contracts;"
 - c. Hammond could not get funding from conventional banks;
 - d. Hammond heard about the Maranatha Platform from Stodghill;
 - e. Stodghill was part of "some big church platform that did trades in Europe;"
 - f. Stodghill told Hammond that the Maranatha Platform was the largest trading platform in the world;
 - g. Hammond understood that the Maranatha Platform would produce high-yield returns;
 - h. Hammond understood that investment funds for the Maranatha Platform were to be sent to "Emirates Bank where it was to stay as part of this leveraging process;"
 - i. Hammond was told that the Maranatha Platform could return "one million dollars a month based on the market value....That would be our equity gain;"
 - j. Hammond did not know if the Maranatha Platform was "a fabrication or not...I never saw any evidence of Maranatha...other than what Stodghill told me;"
 - k. the only documents Stodghill produced "were some documents showing that he's a deacon in this church;"
 - l. Hammond did not do "[his] due diligence and check on [Stodghill];"
 - m. Ewing introduced Hammond to MR1;
 - n. MR1 and Ewing entered an agreement whereby MR1 "was going to back...Ewing;"
 - o. Ewing "was supposed to put up" \$49,000 "of his money. He never did." Ewing "didn't have anything to invest;"

- p. when Ewing failed to invest, Hammond started “dealing with” MR1, MR2, and/or MR3 directly;
- q. Hammond told MR1, MR2, and MR3 about the SIP through the Maranatha Platform;
- r. although Hammond intended for all of the money from the investments of MR1, MR2, and MR3 to be deposited in the Emirates Bank account, “some of it was used . . . at the Independence hotel project . . . it was all commingled;”
- s. Hammond sent a “\$2 million wire transfer to [a Longhorn account at] the Emirates Bank;”²
- t. the two million dollars consisted of pooled funds from MR1, MR2, MR3, and Longhorn Construction;
- u. Stodghill was a signatory on the Longhorn account at Emirates Bank;
- v. the investment funds in Emirates Bank were “frozen because of Greg Stodghill, his illegal activities;”
- w. Hammond found out that the Maranatha Platform was “a scam;”
- x. after Hammond found out that the Maranatha Platform was “a scam,” Hammond paid MR1 \$265,000;
- y. Hammond told MR1 “if you want to go back to the return you thought you were going to get off that hotel, then I need \$160,000;”
- z. Hammond told MR1 that by investing the additional \$160,000, MR1 would probably get “a million dollars;”
- aa. MR1 invested an additional \$160,000 with Hammond;
- bb. Hammond gave MR1, MR2, and MR3 promissory notes backed by a personal guarantee by Hammond for the funds MR1, MR2, and MR3 invested; and
- cc. the personal guarantee was backed, in part, by the “\$2 million” Hammond was going to be able “to get back” from the SIP funds deposited in the Emirates Bank account.

² Petitioner alleges that it reviewed the Longhorn Bank Account and located a wire transfer dated November 16, 2009, in the amount \$2 million. The wire transfer was sent to a clearing bank in New York that handles international wire transfers. Petitioner further alleges that it could not confirm who received these funds.

C. Petitioner's Additional Investigative Findings

51. High-yield investment programs have been the subject of numerous investor alerts since at least 1993.
52. The United States Securities and Exchange Commission (“SEC”) and other federal and state agencies continue to warn investors about these high-yield investment programs.
53. A recent SEC alert³ regarding high-yield investment programs stated, in part, that:
 - a. investors are “[I]ured by the promise of astronomical profits and the chance to be part of an . . . international investing program”;
 - b. promoters claim that the investors must keep these programs confidential;
 - c. the programs are inordinately complex and vague about who is involved and where the money is going;
 - d. promoters of these high yield investment schemes often “mislead investors by suggesting that well regarded and financially sound institutions participate in these bogus programs;” and
 - e. the financial instruments at the heart of these schemes do not exist.
54. In connection with the offer and/or sale of securities, Longhorn and/or Hammond failed to disclose to MR1, MR2, and/or MR3, among other things, the following:
 - a. that Hammond was required to be registered as an agent or exempt from such registration to offer or sell securities in the State of Missouri;
 - b. that the securities were required to be registered or exempt from registration to be offered and/or sold in the State of Missouri;
 - c. the actual risks of the investments in the SIP;
 - d. specific information about how the SIP would actually generate profits;
 - e. specific information about the bank instruments to be used in these transactions;
 - f. the background and history of officers and directors of the Maranatha Platform;

³ Warning to All Investors About Bogus “Prime Bank” and Other Banking-Related Investment Schemes, U.S. Securities and Exchange Commission, (Oct. 3, 2013, 2:42 PM), <http://www.sec.gov/divisions/enforce/primebank.shtml>.

- g. the financial condition of the Maranatha Platform;
 - h. that Hammond did not conduct due diligence on Stodghill;
 - i. that Stodghill was a signatory on the account at Emirates Bank where Longhorn investment funds were sent;
 - j. financial information to support the promised return on the investments of MR1, MR2, and/or MR3;
 - k. the financial condition of Longhorn;
 - l. the financial condition of Hammond;
 - m. the names of other entities owned and/or controlled by Hammond;
 - n. the financial condition of the other entities Hammond owned and/or controlled;
 - o. that MR1's investment funds would be deposited into the Longhorn Bank Account;
 - p. that investment funds would be commingled with Hammond's business and/or personal funds and used to pay Hammond's personal expenses; and/or
 - q. that investment funds would be commingled with Hammond's business and/or personal funds and used to pay Longhorn Construction expenses.
55. Public records indicate that Hammond filed a voluntary Chapter 13 bankruptcy petition on May 17, 2012, in the Western District of Missouri.⁴ Hammond verified that the list of creditors included in the filing was "true and correct"; however, MR1, MR2, and MR3 were not listed as creditors.

II. COMMISSIONER'S DETERMINATION AND FINDING

Multiple Violations of Offering and Selling Unregistered, Non-Exempt Securities

56. The **COMMISSIONER DETERMINES** that Longhorn and/or Hammond:
- a. offered and sold notes by:
 - i. soliciting and receiving funds from MR1, MR2, and/or MR3; and

⁴ *In re* Hammond, Case No. 4:12-bk-42006 (Bank. W.D. Mo. May 17, 2012).

- ii. providing MR1, MR2, and/or MR3 with documents that promised to pay a determinate sum of money at a fixed or determinable future time under specific terms.
 - b. offered and/or sold investment contracts by:
 - i. soliciting and receiving funds from MR1, MR2, and/or MR3;
 - ii. telling investors that the funds would be pooled with other investor funds and invested in a bank instrument through the Maranatha Platform; and
 - iii. leading investors to expect profits from the common enterprise that were to be interwoven with and dependent upon the efforts of others with the Maranatha Platform, Longhorn, and/or Hammond and not on the efforts of the investor(s).
57. The investments described in paragraph 70(a) above constitute promissory notes, and a note is a security pursuant to Section 409.1-102(28), RSMo. (Cum. Supp. 2012).
58. The investments described in paragraph 70(b) above constitute investment contracts, and an investment contract is a security pursuant to Section 409.1-102(28), RSMo. (Cum. Supp. 2012).
59. Longhorn and/or Hammond violated Section 409.3-301, RSMo. (Cum. Supp. 2012), when they offered and/or sold securities in Missouri without these securities being (1) a federal covered security, (2) exempt from registration under Sections 409.2-201 or 409.2-203, RSMo. (Cum. Supp. 2012), or (3) registered under the Missouri Securities Act of 2003.
60. Longhorn's and/or Hammond's conduct in violation of Section 409.3-301, RSMo. (Cum. Supp. 2012), constitute illegal acts, practices, or courses of business and are subject to the Commissioner's authority under Section 409.6-604, RSMo. (Cum. Supp. 2012).

Multiple Violations of Transacting Business as an Unregistered Agent

61. The **COMMISSIONER FURTHER DETERMINES** that Hammond offered and/or sold securities to investors in Missouri through Longhorn. These activities constitute transacting business in the State of Missouri.
62. At all times relevant to this matter, Hammond was not registered as a securities agent or an issuer agent in the State of Missouri.

63. Hammond offered and/or sold securities while Hammond was not registered as an agent in the State of Missouri or exempt from registration as an agent in violation of Section 409.4-402(a), RSMo. (Cum. Supp. 2012).
64. Hammond's conduct in violation of Section 409.4-402(a), RSMo. (Cum. Supp. 2012) constitutes engaging in an illegal act, practice, or course of business, and is subject to the Commissioner's authority under Section 409.6-604, RSMo. (Cum. Supp. 2012).

Violation of Employing an Unregistered Agent

65. The **COMMISSIONER FURTHER DETERMINES** that Longhorn employed and/or was associated with Hammond, who offered and sold securities through Longhorn.
66. At all times relevant to this matter, Longhorn had no registration or granted exemption for any issuer agents to transact business in the State of Missouri.
67. Longhorn's employment of an unregistered agent who transacted business in Missouri was in violation of Section 409.4-402(d), RSMo. (Cum. Supp. 2012).
68. Longhorn's conduct in violation of Section 409.4-402(d), RSMo. (Cum. Supp. 2012) constitutes engaging in an illegal act, practice, or course of business, and is subject to the Commissioner's authority under Section 409.6-604, RSMo. (Cum. Supp. 2012).

Multiple Violations of Omitting to State Material Facts and Engaging in an Act, Practice, or Course of Business that Would Operated as a Fraud or Deceit

69. The **COMMISSIONER FURTHER DETERMINES** that, in connection with the offer, sale, and/or purchase of a security, Longhorn and/or Hammond omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, including, but not limited to, the following:
 - a. that Hammond was required to be registered as an agent or exempt from such registration to offer or sell securities in the State of Missouri;
 - b. that the securities were required to be registered or exempt from registration to be offered and/or sold in the State of Missouri;
 - c. the actual risks of the investments in the SIP;
 - d. specific information about how the SIP would actually generate profits;
 - e. specific information about the bank instruments to be used in these transactions;

- f. the background and history of officers and directors of the Maranatha Platform;
 - g. the financial condition of the Maranatha Platform;
 - h. that Hammond did not conduct due diligence on Stodghill;
 - i. that Stodghill was a signatory on the account at Emirates Bank where Longhorn investment funds were sent;
 - j. financial information to support the promised return on the investments of MR1, MR2, and/or MR3;
 - k. the financial condition of Longhorn;
 - l. the financial condition of Hammond;
 - m. the names of other entities owned and/or controlled by Hammond;
 - n. the financial condition of the other entities Hammond owned and/or controlled;
 - o. that MR1's investment funds would be deposited into the Longhorn Bank Account;
 - p. that investment funds would be commingled with Hammond's business and/or personal funds and used to pay Hammond's personal expenses; and/or
 - q. that investment funds would be commingled with Hammond's business and/or personal funds and used to pay Longhorn Construction expenses.
70. In connection with the offer, sale, and/or purchase of a security, Longhorn and/or Hammond engaged in an act, practice, or course of business that would operate as a fraud or deceit on MR1 by, among other things:
- a. stating that the Maranatha Platform was an exclusive, high-yield, Christian-based investment that supported humanitarian projects, including the construction of churches all over the world, without providing specific information about these humanitarian projects;
 - b. stating that MR1's principal investment would not be at risk;
 - c. stating that the more money MR1 invested, the higher the yield on the investment, without providing financial information about this yield;

- d. stating to MR1 that an investment of \$400,000 in the Maranatha Platform would return \$1 million dollars per month for ten months, without providing historical financial information to support this claim and/or the financial product that would generate this return; and
 - e. executing documents with Ewing and Reliance regarding the SIP that purported to reflect that Reliance, Ewing, Hammond and Longhorn were participating in an investment program by or through an international bank, without providing documents to support this investment program.
71. Longhorn and/or Hammond omitted to state material facts necessary in order to make statements made, in light of the circumstances under which they were made, not misleading in violation of Section 409.5-501, RSMo. (Cum. Supp. 2012).
72. Longhorn and/or Hammond engaged in an act, practice, or course of business that would operate as a fraud or deceit upon MR1 in violation of Section 409.5-501, RSMo. (Cum. Supp. 2012).
73. At the time Longhorn and/or Hammond omitted to disclose the facts set forth above, MR2 was over 60 years old and was an elderly person as that term is defined under Section 409.6-604(d)(3)(B), RSMo. (Cum. Supp. 2012).
98. Longhorn's and/or Hammond's conduct in violation Section 409.5-501, RSMo. (Cum. Supp. 2012) constitutes illegal acts, practices, or courses of business and are subject to the Commissioner's authority under Section 409.6-604, RSMo. (Cum. Supp. 2012).

III. ORDER

NOW THEREFORE, it is hereby ordered that Respondents, their agents, employees and servants, and all other persons participating in or about to participate in the above-described violations with knowledge of this Order are prohibited from violating or materially aiding in any violation of:

1. Section 409.3-301, RSMo. (Cum. Supp. 2012), by offering or selling unregistered securities that are neither exempt nor federal-covered;
2. Section 409.4-402(a), RSMo. (Cum. Supp. 2012), by transacting business as an unregistered agent in this State;
3. Section 409.4-402(d), by offering or selling any securities in this State while employing or associating with an agent who is transacting business in this state on behalf of a broker-dealer or issuer unless the agent is registered under the Act or exempt from such registration; and
4. Section 409.5-501, RSMo. (Cum. Supp. 2012), by, in connection with the offer or sale of securities in this State, making an untrue statement of a material fact or

omitting to state a material fact necessary in order to make the statement made, in light of the circumstances under which it is made, not misleading or engaging in an act, practice, or course of business that operates or would operate as a fraud or deceit upon another person.

IT IS FURTHER ORDERED that Ewing and Reliance are dismissed without prejudice from this action.

IV. STATEMENT

Pursuant to Section 409.6-604(b), RSMo. (Cum. Supp. 2012), the **Commissioner hereby states** that he will determine whether to grant the Enforcement Section's requests for:

- A. a \$10,000 civil penalty against Respondents Longhorn and Hammond each for more than one violation of Section 409.3-301, RSMo. (Cum. Supp. 2012);
- B. a \$10,000 civil penalty against Respondent Hammond for more than one violation of Section 409.4-402(a), RSMo. (Cum. Supp. 2012);
- C. a \$10,000 civil penalty against Respondent Longhorn for more than one violation of Section 409.4-402(d), RSMo. (Cum. Supp. 2012); and
- D. a \$15,000 civil penalty against Respondents Longhorn and Hammond each for more than one violation of Section 409.5-501, RSMo. (Cum. Supp. 2012), when at least one of these violations was committed against an elderly person;
- E. an order against Respondents Longhorn and Hammond to pay restitution for any loss, including the amount of any actual damages that may have been caused by the conduct, and interest from the date of the violation causing the loss or disgorge any profits arising from any violation of Sections 409.3-301, 409.4-402, 409.5-501, RSMo. (Cum. Supp. 2012);
- F. an order against Respondents Longhorn and Hammond to pay the costs of the investigation in this proceeding, after a review of evidence of the amount submitted by the Enforcement Section.

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SO ORDERED:

WITNESS MY HAND AND OFFICIAL SEAL OF MY OFFICE AT JEFFERSON CITY, MISSOURI THIS FOURTEENTH DAY OF FEBRUARY 2014.



JASON KANDER
SECRETARY OF STATE

Andrew M. Hartnett

ANDREW M. HARTNETT
COMMISSIONER OF SECURITIES



STATE OF MISSOURI
OFFICE OF SECRETARY OF STATE

IN THE MATTER OF:)
)
 LONGHORN PROPERTIES, LLC)
 d/b/a LONGHORN PROPERTIES OF MISSOURI, LLC;) Case No. AP-14-04
 HENRY T. HAMMOND a/k/a TOMMY HAMMOND;)
 RELIANCE, INC.; and LANDEL EWING,)
)
Respondents.)
)
 Serve: Longhorn Properties, LLC at:)
 Registered Agent: Evan L. Tripp)
 2001 W. Jesse James Road, # 6)
 Excelsior Springs, Missouri 64024)
)
 and)
)
 Henry T. Hammond at:)
 153 Bear Pen Road)
 Ponte Vedra Beach, Florida 32082-3699)

NOTICE

TO: Respondents and any unnamed representatives aggrieved by this Order:

You may request a hearing in this matter within thirty (30) days from the date of this Order pursuant to Section 409.6-604(b), RSMo. (Cum. Supp. 2012).

Within fifteen (15) days after receipt of a request in a record from a person or persons subject to this order, the Commissioner will schedule this matter for a hearing.

A request for a hearing must be mailed or delivered, in writing, to:

Andrew M. Hartnett, Commissioner of Securities
Office of the Secretary of State, Missouri
600 West Main Street, Room 229
Jefferson City, Missouri, 65102

CERTIFICATE OF SERVICE

I hereby certify that on this 14th day of February, 2014, a copy of the foregoing Order to Cease and Desist and Order to Show Cause Why Restitution, Disgorgement, Civil Penalties, and Costs Should Not Be Imposed, and a copy of the Petition for Order to Cease and Desist and Order to Show Cause Why Restitution, Civil Penalties, and Costs Should Not Be Imposed, in the above styled case was **mailed by Certified U.S. mail to:**

Longhorn Properties, LLC at:
Registered Agent: Evan L. Tripp
2001 W. Jesse James Road, # 6
Excelsior Springs, Missouri 64024

Henry T. Hammond at:
153 Bear Pen Road
Ponte Vedra Beach, Florida 32082-3699

A courtesy copy sent via regular mail to:

Reliance, Inc.
Registered Agent, Landel Ewing
6722 West 128th Terrace, #202
Leawood, Kansas 66209

Landel M. Ewing
6722 West 128th Terrace, #202
Leawood, Kansas 66209

and by hand delivery to:

Mary S. Hosmer
Assistant Commissioner
Missouri Securities Division



John Hale, Securities Office Manager