

- G. Mowdy agrees that he will not make any representations suggesting that he holds the professional designation of Chartered Financial Consultant (ChFC) awarded by the American College in Bryn Mawr, Pennsylvania, when he holds no such designation.
- H. MF agrees that it will no longer act as an investment adviser firm in Mississippi. MF agrees to terminate MF's license as an investment adviser in Mississippi within thirty (30) days of the execution of this agreement.
- I. This Consent Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the subject matter of this Consent Agreement. Furthermore, the parties herein represent that they have read each provision, understand each provision, and agree to each provision herein.
- J. A willful failure to comply with any of the terms, conditions, or obligations of this Agreement will result in Mowdy and MF being deemed to be in violation of a lawful order made pursuant to the Act and, therefore, subject to the penalties available under the Act.
- K. Mowdy and MF irrevocably waive their rights to a hearing on this matter at which they may be represented by counsel, present evidence, and cross-examine witnesses.
- L. The entry of this Agreement represents the settlement of regulatory claims by the Division against Mowdy and MF only and does not, in

business in this state as an investment adviser representative while not registered as such with the Division.

3. Respondent MF violated Section 75-71-303(b) of the Act by employing an investment adviser representative who is not registered as such with the Division.

NOW, THEREFORE, it is hereby agreed as follows:

- A. At all times relevant hereto, it was and continues to be the intent of Mowdy and MF to comply with the requirements of the Act, and, to that end, to cooperate with the Division.
- B. It is the intent of the Division, Mowdy, and MF to reach an expeditious and appropriate resolution of this matter.
- C. Based upon the representations and information obtained by the Division's independent investigation, the Division has determined not to proceed to a hearing as to Respondents Mowdy and MF.
- D. Mowdy and MF admit to the jurisdiction of the Division as to all matters herein.
- E. Mowdy and MF consent to the payment of Ten Thousand Dollars (\$10,000.00) to be paid upon the execution of this Consent Agreement by the Respondents. Mowdy and MF agree that they are jointly and severally liable for paying the Ten Thousand Dollars (\$10,000.00).
- F. Mowdy agrees, during the course of his natural life, neither (1) to offer and/or sell any securities to any Mississippi residents without being properly registered under the Act, nor (2) to act as an investment adviser in Mississippi without being properly registered under the Act.

any way, restrict or affect the rights or causes of action, if any, of any Mississippi residents.

- M. This Agreement pertains only to those matters set forth in the Order.
- N. Mowdy and MF acknowledge that they have read this Consent Agreement in its entirety and fully understand the rights, terms, and obligations contained therein.
- O. The parties acknowledge that they have been vested with the express authority to enter into this agreement. The parties further acknowledge that they have not been threatened or otherwise coerced into entering this Consent Agreement.

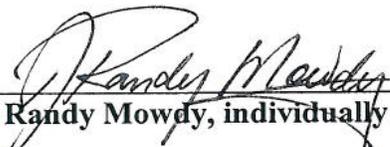
WHEREFORE, the undersigned hereby acknowledge and agree to the terms and conditions of the foregoing Agreement by written consent.

THIS, the 17th day of November, 2006

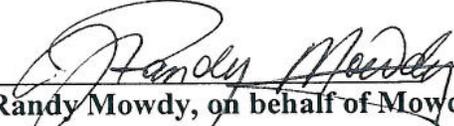
ERIC CLARK, Secretary of State

By: 

JAMES O. NELSON, II
Assistant Secretary of State



J. Randy Mowdy, individually



J. Randy Mowdy, on behalf of Mowdy Financial, LLC