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BEFORE THE ARKANSAS SECURITIES COMMISSIONER
Case No. S-12-0010
Order No. S-12-0010-12-OR02

IN THE MATTER OF
IVOL R. GREEN and
ENTERPRISE WORLD TRUST, LLC

CEASE AND DESIST ORDER

On February 8, 2012, the Staff of the Arkansas Securities Department (Staff) filed its Request for a Cease and Desist Order stating that it has information and certain evidence that indicates Ivool R. Green and Enterprise World Trust, LLC, (EWT) have violated provisions of the Arkansas Securities Act, §§ 23-42-101 through 23-42-509. This Request was amended by an Amended Request for Cease and Desist Order filed on February 17, 2012 (Amended Request). The Arkansas Securities Commissioner (Commissioner) has reviewed the Amended Request, and based upon representations made therein, finds that:

Findings of Fact

1. The Amended Request asserts the following representations of fact:
 - a. Ivool R. Green is a resident of Mabelvale, Arkansas, a part of the Little Rock, Arkansas area. Mail directed to Green at his Mabelvale address can be addressed to either Mabelvale, or Little Rock, provided it has the correct zip code.
 - b. EWT purports to be a limited liability company, but the Staff has found no records of EWT's formation as a limited liability company. Green represents himself to be Chief Executive Manager of EWT.
 - c. In October 2011, Green, acting as the Chief Executive Manager of EWT, offered a prospective investor (Prospect) what was referred to as funding by means of a term sheet, which is attached to the Amended Request as Exhibit A. The "funding" is actually defined in the term sheet as a return on an investment. The term sheet reflected that EWT

was offering a return of \$24 million on a \$750,000 investment made by Prospect, “funding” to begin within thirty to forty-five days after Prospect made his \$750,000 investment.

- d. The method by which EWT was to take \$750,000 and make \$24 million from it in less than two months was described in the term sheet as follows:

Upon receipt of the Investment wire [of \$750,000], . . . Funder [EWT] begins Asset Leveraging Process to generate Agreed Funds of \$24,000,000 (Twenty Four Million USD) to be disbursed after Asset Leveraging is complete

No other description of “Asset Leveraging” is contained in the term sheet.

- e. In telephone conversations with Prospect, Green stated that he would take Prospect’s \$750,000 and leverage it to make more money. With the return on his leveraging, Green told Prospect, Green would use the increased amount of money to pay a fee to obtain control of \$24 million, and pay all costs of loaning the \$24 million to Prospect so that Prospect did not have to pay the loan back. Green referred to the loan as a non-recourse, non-repayment loan. Green told Prospect that Green’s job in disbursing the \$24 million over time to Prospect was to make sure that federal regulations were followed, which required only that the business or project funded created jobs. To make sure that jobs were created and federal regulations thus followed, Green told Prospect that Green could have a person located on Prospect’s premises for six to twenty-four months. Green told Prospect that he was hired to do this job, but never told Prospect who hired him or what entity possessed the funds that would be accessed in this way.
- f. A search of the records of the Arkansas Securities Department (Department) shows no registration or exemption from registration of any investment issued by EWT.

g. A search of the records of the Department shows no registration or exemption from registration for Green as an agent of the issuer.

Conclusions of Law

2. The transaction described above is the offer of an investment contract, which is a type of security under the Act. Ark. Code Ann. §23-42-102(15)(A)(xi). Potential investors would do nothing to achieve their expected return on investments, and their expectations of a return would be based solely on the efforts of Green and EWT.
3. It is unlawful for any person to offer or sell any security that is not registered under the Act or exempt from registration under the Act. Ark. Code Ann. § 23-42-501. Green and EWT offered unregistered securities as set out in Paragraphs 1.a - 1.g in violation of Ark. Code Ann. § 23-42-501.
4. Whenever upon sufficient grounds or evidence satisfactory to the Commissioner it appears to the Commissioner that any person has engaged or is about to engage in any act or practice constituting a violation of the Act or any rule or order issued pursuant to the Act, the Commissioner may summarily order the person to cease and desist from the act or practice. Ark. Code Ann. §23-42-209. The Respondents have engaged in conduct that violates the Act. Based upon the seriousness of the violations, the opportunity for future violations, the degree of harm that could be caused to investors resulting from the violations, and the remedial function to be served by this Cease and Desist Order, this Cease and Desist Order is in the public interest and appropriate.
5. The Commissioner is empowered by Ark. Code Ann. § 23-42-205(a) to make any public or private investigations within or outside of Arkansas which he deems necessary to determine

whether any person has violated or is about to violate any provision of the Act or any rule or order issued or promulgated under the Act or to aid in the enforcement of the Act. The Staff shall continue its investigation into Ivol R. Green and Enterprise World Trust, LLC, to determine if other violations of the Act and Rules of the Arkansas Securities Commissioner (Rules) have occurred. This investigation should include the total amount and type of securities offered and sold by or through the agency of any of the Respondents or any associated or affiliated entities or persons as yet unknown, the methods used and representations made in connection with the offer and sale of securities and the disposition of any funds invested.

Order

6. Ivol R. Green and Enterprise World Trust, LLC, are hereby ordered to cease and desist from any further actions in violation of Ark. Code Ann. § 23-42-501 and to cease offering securities until such time as any securities offered or sold are properly registered, shown to be exempt from registration pursuant to the Act, or are shown to be covered securities under federal law.
7. The Staff shall continue its investigation into Green and EWT and any other investment vehicles Green or EWT might have or might form in order to offer and sell securities to determine what, if any, other violations of the Act or Rules have occurred.
8. A hearing on this Cease and Desist Order shall be held if requested by any Respondent in writing within thirty days of the date of the entry of this Cease and Desist Order, or if otherwise ordered by the Arkansas Securities Commissioner. Such request should be addressed to the Commissioner and submitted to the following address:

Arkansas Securities Commissioner
201 East Markham, Suite 300
Little Rock, Arkansas 72201

If no hearing is requested and none is ordered by the Commissioner, this Order will remain in effect until it is modified or vacated by the Commissioner. Ark. Code Ann. §

23-42-209(a)(2)(B).

A handwritten signature in cursive script, reading "A. Heath Abshure", written over a horizontal line.

A. Heath Abshure
Arkansas Securities Commissioner

February 27, 2017
Date

Enterprise World Trust, LLC

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Office: 501.455.1541 Fax 501.644.5775

Skype: enterprise.world.trust

Em: enterpriseworldtrust@gmail.com

www.enterpriseworldtrust.com

DATED: October 18, 2011

From: Ivor R. Green, Chief Executive Manager

For: [REDACTED]

TERM SHEET : CONDITIONAL COMMITMENT EXPIRES OCTOBER 21, 2011

Amount: \$24,000,000.00 (TWENTY FOUR MILLION USD)

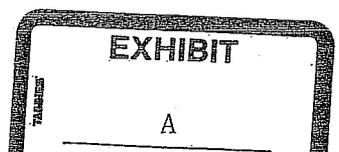
Investment : \$ 750,000.00 (SEVEN HUNDRED FIFTY THOUSAND USD)

Term : Six (6) Months

FUNDING AGREEMENT TERMS:

- \$750,000 Investment Fee is secured by \$2,500,000 Senior Life Settlement Policy Collateral and Safe Keeping Receipt in the name of [REDACTED]
- Policy Collateral SKR will reflect the following:
 - Policy is blocked in [REDACTED] name with no liens or encumbrances
 - Policy blocked for six months or first Draw of Funding, whichever first
 - Policy guaranteed to be in force and annual Premium paid
 - Should collateral be surrendered at six months, [REDACTED] has option to either transfer the Policy to its name or Enterprise World Trust, LLC will rescind Collateral Policy for \$750,000.00.
- Draw Schedule is submitted and approved to disburse \$24,000,000 Funds
- Funding Draws begin within 30-45 days
- Draws will be disbursed by a mutually approved Paymaster
- Funding Draws will be wired to bank coordinates specified by client as recorded with Paymaster.

This Term Sheet does not constitute an offer of securities for sale in the United States or any securities referenced in this agreement may not be offered or sold in the United States or to or for the benefit of US persons (as such term is defined in Regulation S pursuant to the U.S. Securities Act of 1933, as amended (Securities Act)) unless they are registered pursuant to the Securities Act or pursuant to an available exemption wherefrom



FUNDING PROCEDURES:

1. Recipient and Funder sign this Agreement, agreeing to all of the steps in the process and all associated documents.
2. Funder transmits fully documented file of Collateral Senior Life Settlement Policy with full Safe Keeping Receipt per above terms with Attestation by Escrow Agent maintaining integrity of said Collateral Policy.
3. Recipient wires \$750,000.00 (Seven Hundred Fifty Thousand USD) to the Funder Banking Coordinates as recorded; Funder verifies receipt of the Investment wired funds from Recipient.
4. Upon receipt of the Investment wire, and after successful verification and acceptance by the Funder's Bank, Funder begins Asset Leveraging Process to generate Agreed Funds of \$24,000,000.00 (Twenty Four Million USD) to be disbursed after Asset Leveraging is complete; Funds will be disbursed in approved Draw Schedule beginning within 30-45 days after Asset Leveraging completion.
5. Upon first Draw of funds, Recipient agrees to relinquish and return Collateral Senior Life Settlement Policy to Funder and forfeits any rights to said Collateral Policy.

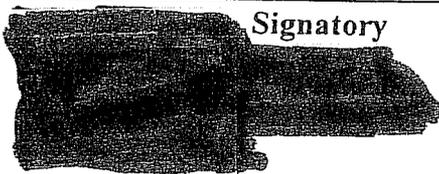
THIS TERM SHEET EXPIRES OCTOBER 21, 2011. RECIPIENT CAN SIGN ON OR BEFORE THE EXPIRATION DATE. BY SIGNING BELOW YOU ARE SIGNIFYING YOUR ACCEPTANCE AND UNDERSTANDING OF THE TERMS OUTLINED IN THIS FUNDING OFFER.

ALL INQUIRIES MUST BE MADE BEFORE THE EXPIRATION DATE: OCTOBER 21, 2011.

FINAL CLOSING CONTINGENT UPON COMPLETION OF FUNDING AGREEMENT, PROVISION OF COLLATERAL POLICY AND TRANSFER OF INVESTMENT FUNDS TO ENTERPRISE WORLD TRUST, LLC CORPORATE ACCOUNT.

FOR AND BEHALF OF 

DATE: _____


Signatory