

FILED DISTRICT COURT
Third Judicial District

APR 05 2007

SALT LAKE COUNTY

By MLV Deputy Clerk

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Attorney for Plaintiff

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH

STATE OF UTAH, :
 : **AFFIDAVIT OF**
 Plaintiff, : **PROBABLE CAUSE**
 :
 vs. :
 :
 LAMAR N. JENSEN, : Case No. 071902545
 DOB: September 11, 1956 :
 :
 LAWRENCE W. JENKINS, : Case No. 071902546
 DOB: December 19, 1937 :
 :
 Defendants, : Judge _____

STATE OF UTAH)
 : ss
 COUNTY OF SALT LAKE)

I, JENNIFER R. KORB, being first duly sworn upon oath, state
as follows:

I am a Securities Analyst with the Utah Division of Securities of the Department of Commerce. I hold a B.A. degree in English from the University of Utah and a law degree from the University of Oregon. I have been employed by the Division of Securities since March 15, 2004.

This case was opened by the Utah Division of Securities on January 18, 2006. In connection with this case, I interviewed two of the principals of The Fortius Group, LLC (Jared Wright and Jonathan Johnson), and examined the records from the Utah Division of Securities, Utah Division of Corporations and Commercial Code, Utah's Federal and District Courts, and the US Bankruptcy Courts.

PARTIES

Defendant, **LAMAR N. JENSEN** is an individual with a last known address of 2594 East Walker Lane, Salt Lake City, Utah.

Defendant, **Lawrence W. Jenkins** is an individual with a last known address of 1757 E. Deer Canyon Lane, Draper, Utah.

World Wide Holdings, Inc. is a Utah company with a last known address of 923 E. Executive Park Drive, in Salt Lake City, Utah. World Wide was incorporated with the Utah Division of Corporations on February 16, 2005 and its status was updated to

"expired" on May 24, 2006. At all times relevant to the matters asserted herein, Jensen held himself out to be the CEO of World Wide.

United Exchange International Bank (UXIB) is supposedly a bank with a last known address of 166 N. Front St., in Belize City, Belize. At all times relevant to the matters asserted herein, Jenkins held himself out to be a Director of UXIB.

Victim, **The Fortius Group, LLC.** is an Alpine, Utah company. Jared Wright, Jonathan Johnson, David Barlow, and Colby Sanders are all partners in Fortius.

OFFERS & SALES

On July 12, 2005, at an office located in South Jordan, Utah, Jared Wright of Fortius and Lamar Jensen of World Wide executed a term sheet entitled "Terms of Funding." Pursuant to the term sheet, Fortius would invest \$500,000 with World Wide in return for:

1. \$1 Million (\$500,000 in principal, and \$500,000 in interest) within one week of the investment;
2. Full utilization of up to \$50 M in a line of credit, with interest no greater than 6%;

3. One week deluxe hotel accommodations at the Guangdong International Hotel in Guangzhou, China; and
4. World Wide would make a "generous donation" to a charitable foundation sponsored by Fortius.

On July 14, 2005, Fortius invested \$500,000 with World Wide via wire transfer to a Bank of America in Houston, Texas.

Fortius' investment with World Wide was evidenced by a "Secured Promissory Note" in the amount of \$500,000 signed by Jensen as the CEO of World Wide.

As of today's date, Fortius has received no return from its investment through World Wide. The principals of Fortius have received nothing but excuses from Jensen and Jenkins, both of whom lay the blame on the escrow agent, McIlhatton & De Brus out of the United Kingdom.

MISREPRESENTATIONS & OMISSIONS

Misrepresentations

In connection with the offer and sale of the security, Jensen and Jenkins, directly or indirectly, made misleading statements to Wright and other principals of Fortius and failed to disclose certain material information upon which the investors could make an informed decision.

Jensen and Jenkins, directly or indirectly, made the following misrepresentations of material fact to Fortius:

1. That the investment would be secured by World Wide's CD valued at 600,000 corona real, held at UXIB, when, in fact, there was no such CD;
2. That the investment would also be secured by three different pieces of real property, when, in fact, Jensen did not own two of the pieces of property, and one was going through foreclosure and had no equity;
3. That UXIB had assets totaling over \$46 billion, when, given Jensen's and Jenkins' need for investor funds, they had no reasonable basis on which to make this representation;
4. That a CPA, Sam Wong, of Samuel H. Wong & Co. LLP, prepared an independent auditor's report for United Exchange International Bank, when, in fact, the auditor's report was forged;
5. That Jensen's personal net worth was over \$1M;
6. That World Wide had assets totaling over \$3 billion;
7. Jenkins, in writing, told Fortius that Jensen was "a man of high integrity," and that he would "recommend

Mr. Jensen and World Wide Holdings to you without reservation," when, given Jensen's prior criminal history, Jenkins had no reasonable basis on which to make these representations;

8. That Jensen would personally guarantee the investment;
and
9. That Jensen was personally investing \$2.5M.

Omissions

In connection with the offer and sale of a security to Fortius, Jensen and Jenkins, directly or indirectly, omitted the following material information:

1. That in February 2003, a jury found Lamar Jensen guilty of Forgery and Fraudulent Handling of Recordable Writings, and the Court sentenced him to two, five year terms in prison which were suspended, and fined him \$9,250;
2. That in April 2005, Lamar Jensen was charged with Securities Fraud, Sale by an Unlicensed Agent, and Theft, and the case was pending when World Wide, Jensen, and Jenkins solicited an investment from Fortius;

3. That Jensen had \$1,998,461.70 in outstanding civil judgments;
4. That in 1999, Jensen and his wife filed for bankruptcy, which was terminated in 2002 prior to discharge;
5. That in 2000, Jenkins and his wife filed for bankruptcy and received a discharge the same year;
6. That Jenkins filed for bankruptcy in 2001 and again in 2002, both of which were terminated prior to discharge.
7. World Wide's business and operating history;
8. Identities of principals in the company along with their experience in this type of business;
9. Financial statements of the company;
10. The market for the product of the company;
11. The nature of the competition for the product;
12. Current capitalization of World Wide;
13. The track record of the company to investors;
14. Risk factors for investors;
15. The number of other investors;
16. The liquidity of the investment;
17. Discussion of pertinent suitability factors for the investment;

18. Any involvement of the issuer or the principals in certain legal proceedings including bankruptcy and prior violation of state or federal securities laws;
19. Any conflicts of interest World Wide, its principals, or an agent may have with regard to the investment;
20. Agent commissions or compensation for selling investment;
21. Whether the investment is a registered security or exempt from registration; and
22. Whether the person selling the investment was licensed.

COUNT 1
SECURITIES FRAUD, a second degree felony
(Lamar Jensen and Lawrence Jenkins)

The Fortius Group, LLC is a real estate investment company located in Alpine, Utah. In the week before July 14, 2005, Jared Wright, one of four partners in Fortius, met with Jensen two to three times to discuss an investment opportunity offered by Jensen and his company, World Wide. Wright was accompanied by two other partners of Fortius, David Barlow, and Colby Sanders, during all meetings with Jensen. All meetings took place at UXIB's office in the Altius Building in South Jordan, Utah. Wright also discussed the investment opportunity with Jensen by

telephone while Wright was out of town.

On or about July 11, 2005, at UXIB's offices in the Altius Building, Wright, Barlow, and Sanders met with Jensen and Jenkins to discuss the investment opportunity. Jensen explained that if Fortius could "loan" World Wide \$500,000 to set up a "trading platform," Fortius would receive a profit of 100% and other benefits discussed below in a matter of days. Jensen said Fortius' money would be deposited into an escrow account and never leave that account. He told them that the money would be used to facilitate the trading of medium-term bank notes between banks, and that it was the trading of the bank notes that generated a phenomenal return. Jensen said part of the profit would have to be donated to humanitarian projects around the world. Jensen also said the investment would be secured by collateral, and that Jensen himself was investing \$2.5M.

On July 12, 2005, Wright, Barlow, and Sanders met with Jensen and Jenkins at UXIB's office in the Altius Building in South Jordan, Utah, to again discuss the investment opportunity in World Wide. Wright and Jensen executed a document entitled "Terms of Funding" (the Term Sheet). Jensen signed the Term Sheet, personally and as the CEO of World Wide, and Wright signed

as the Managing Director of Fortius. According to the Term Sheet, Fortius would give World Wide \$500,000 on July 13, 2005, and on July 19, 2005, in return, Fortius would receive from World Wide, \$1 Million (\$500,000 in principal, and \$500,000 in interest) within one week; full utilization of up to \$50 M in a line of credit with interest no greater than 6%; one week deluxe hotel accommodations at the Guangdong International Hotel in Guangzhou, China; and World Wide would make a "generous donation" to a charitable foundation sponsored by Fortius.

Pursuant to the Term Sheet, prior to Fortius investing, World Wide and Jensen were required to provide Fortius with certain documents and evidence of collateral, including, but not limited to, the following:

1. An unconditional letter of commitment from World Wide for Fortius' utilization of up to \$50M of the resulting line of credit;
2. First Trust Deed on a certain piece of property in Tennessee;
3. Title and Appraisal on the Tennessee property;
4. Second Trust Deed on Utah property in Orderville;
5. Title and Appraisal on the Utah property in Orderville;

6. Assignment of Interest in the value of \$750,000 on Utah property in Bryce Canyon;
7. Title and Appraisal on the Utah property in Bryce Canyon; and
8. Irrevocable Assignment of CDs worth 600,000 corona real from UXIB.

The Term Sheet also provided that Jensen would provide Fortius with a personal guarantee, a personal financial statement, and copies of his last two tax returns.

During either the July 11th or 12th meeting, Jenkins told Wright, Barlow, and Sanders that Jenkins was the president of UXIB, and that UXIB held a CD for World Wide that was worth 600,000 Corona real. Jensen said he would provide Fortius with this CD as collateral for the \$500,000 loan.

On July 13, 2005, Wright received the following documents from Jensen, some by fax and some by hand delivery:

1. A Secured Promissory Note (the Note), dated July 13, 2005, in the amount of \$500,000, from World Wide signed by Lamar Jensen as CEO of World Wide. The Note stated that World Wide would pay Fortius the principal sum of \$500,000, in addition to interest of 100%, seven

calendar days following the date of the Note, or July 20, 2005. The Note also stated that it was secured by (1) a second-position trust deed on property located in Orderville, Utah, (2) a first-position trust deed on property located in Tennessee, (3) a first-position trust deed on property located in Bryce Canyon, Utah, and (4) an irrevocable assignment of CDs from UXIB in the amount of 600,000 corona real. The Note included an Exhibit A, which was a receipt acknowledging the \$500,000 "cash advance," and was also signed by Lamar Jensen, as CEO of World Wide.

2. An eight page Personal Guaranty from Jensen signed by Jensen.
3. A UCC Financing Statement from Jensen, which included World Wide as the debtor, stated that Fortius was collateralized by CDs from UXIB in the principal amount of 600,000 corona real. The UCC statement was never filed.
4. An Irrevocable Assignment of Certificate of Deposit from World Wide assigning all of World Wide's right, title, and interest to the CDs from UXIB in the

principal amount of 600,000 corona real. The Irrevocable Assignment was signed by Jensen as CEO of World Wide.

5. An Irrevocable Pay-Order from Jensen, dated July 12, 2005, which instructed the "Paymaster" to wire \$1M from World Wide's bank account at Barnes Banking Co., to Fortius' bank account at Zions Bank, "upon receipt of funds from the transaction referenced in the Escrow Agreement."
6. An unaudited Balance Sheet for World Wide, dated June 30, 2005, which stated total assets of \$3,474,640,538.04, and total liabilities and equity of \$2,977,112,113.31.
7. A Financial Statement & Summary for Jensen, dated June 30, 2005, which stated total assets of \$1,578,487,178, and total liabilities of \$120,000, for a net worth of \$1,578,367,178.
8. A "reviewed" Financial Statement for UXIB, dated February 28, 2005, which stated total assets of \$46,584,076,891, and total liabilities and equity of \$46,584,076,891.

9. An Unconditional Letter of Commitment from Jensen. The Letter of Commitment was dated July 12, 2005, was addressed to Wright of Fortius, and was signed by Jensen as CEO of World wide. The Letter of Commitment stated that:

This commitment is only valid upon the completion and funding of the transaction described in the Escrow Agreement Dated 7 July, 2005 between World Wide Holdings, LLC (World Wide) and McIlhatton and de Brus - Agent.

After the transaction mentioned above is completed, then and only then will World Wide issue a loan in the amount of \$50,000,000 (or more if approved by World Wide) to The Fortius Group to be utilized at the discretion of The Fortius Group, LLC.

This loan will bear terms of interest no greater than 6% and quarterly payments of interest-only will be required. The principal amount will be due 3 years from the

date of the loan.

11. A letter from Jenkins as Director of UXIB, dated July 12, 2005, which stated that Jensen is "one of our most trusted and important clients," and all of UXIB's dealings with World Wide have been "fair and satisfactory." It also stated that Jensen is "a man of high integrity" and that UXIB would "recommend Mr. Jensen and World Wide Holdings to you without reservation."
12. A copy of the Escrow Agreement between UXIB (the applicant), OPUS International Ltd. (the arranger), and McIlhatton & De Brus (the Escrow Agent).

Prior to investing, Jensen told Wright that Fortius would be paid from one of two sources, either from the proceeds generated by the bank trades, or from the sale of the Bryce Canyon property provided as collateral.

On July 14, 2005, Fortius invested \$500,000 by wire transfer to a bank account at the Bank of America in Houston, Texas.

Fortius has since received no return from its investment through World Wide. Wright, Barlow, and Sanders have received

nothing but excuses from Jensen and Jenkins, who both lay the blame on the escrow agent.

Fortius was unable to collect on any of the collateral provided by Jensen. The CD at UXIB for 600,000 corona real did not exist; Jensen did not own the property in Tennessee or Orderville, Utah; and in addition, the Orderville, Utah property was being foreclosed upon and was worthless.

SUMMARY

There is probable cause to believe defendants **LAMAR N. JENSEN** and **Lawrence W. Jenkins** committed the following offense:

SECURITIES FRAUD,
A second-degree felony, 1 count

or, in the alternative,

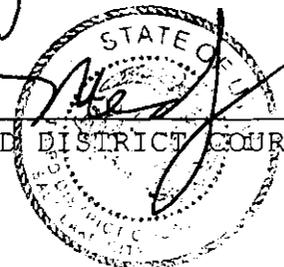
COMMUNICATIONS FRAUD,
A second-degree felony, 1 count

DATED this 5th day of April, 2007.

Jennifer R. Korb
JENNIFER R. KORB, Affiant

SUBSCRIBED AND SWORN to before me this 5 day of April 2007.

[Signature]
JUDGE of the THIRD DISTRICT COURT



FILED DISTRICT COURT
Third Judicial District

APR 05 2007

By XU SALT LAKE COUNTY
Deputy Clerk

CHARLENE BARLOW - #0212
Assistant Attorney General
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Attorney for Plaintiff

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH

STATE OF UTAH, :
 :
Plaintiff, : **CRIMINAL INFORMATION**
 :
vs. :
 :
LAMAR N. JENSEN, : Case No. 071902545
DOB: September 11, 1956 :
 :
LAWRENCE W. JENKINS, : Case No. 071902546
DOB: December 19, 1937 :
 :
Defendants, : Judge _____

The undersigned, Investigator JENNIFER KORB, upon oath,
states on information and belief that the defendant committed the
following crimes:

SECURITIES FRAUD
a second degree felony, 1 count

or in the alternative
COMMUNICATIONS FRAUD
a second degree felony, 1 count

COUNT 1
SECURITIES FRAUD
a second degree felony

Commencing on or about July 2005, in the State of Utah, County of Salt Lake, the defendants, in connection with the offer or sale of a security, directly or indirectly, to **The Fortius Group (and/or Jared Wright, David Barlow, Colby Sanders)**, made untrue statements of material facts or omitted to state material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or engaged in an act, practice, or course of business which operated or would operate as a fraud or deceit, in violation of Utah Code Ann. §§61-1-1 and 61-1-21. This violation is a second degree felony under Utah Law.

(Or in the Alternative)

COMMUNICATIONS FRAUD
a second degree felony

Commencing on or about July 2005, in Salt Lake County, State of Utah, the defendants devised a scheme or artifice to defraud **The Fortius Group (and/or Jared Wright, David Barlow, Colby Sanders)**, or to obtain from them money, property, or anything of value by means of false or fraudulent pretenses, representations, promises, or material omissions, and the defendants communicated directly or indirectly with any person by any means for the purpose of executing or concealing the scheme or artifice, in violation of Utah Code Ann. § 76-10-1801 (1953 as amended). The

total value of the property, money or thing obtained or sought to be obtained by the scheme or artifice was more than \$5,000.00, a second degree felony.

BAIL REQUEST: The State of Utah requests that the Court set initial bail in this matter in the MINIMUM CASH amount of \$100,000.00 for Defendant LaMar N. Jensen. This Defendant has been routinely travelling between Utah and out-of-the country to Dubai since August 2006. In addition, this defendant currently has a case pending (#051902431FS) in the Third Judicial District Court before Judge Tyrone Medley, involving similar conduct.

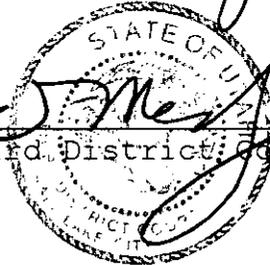
The State believes this defendant is not only a flight risk; but also represents a financial danger to the community who will continue to engage in criminal activities.

DATED this 5th day of April, 2007

Jennifer R. Korb
JENNIFER KORB, Affiant

SUBSCRIBED AND SWORN to before me
On this 5 day of April,
2007.

Tyrone Medley
Judge, Third District Court



This CRIMINAL INFORMATION is based upon evidence from the following witnesses:

1. Jared Wright
2. Jonathan Johnson
3. David Barlow
4. Colby Sanders
5. And Others

AUTHORIZED FOR PRESENTMENT AND FILING this 2^d day of April, 2007

MARK L. SHURTLEFF
Utah Attorney General

By: Charlene Barlow
CHARLENE BARLOW
Assistant Attorney General

FILED DISTRICT COURT
Third Judicial District

APR 05 2007

SALT LAKE COUNTY

By ADV Deputy Clerk

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Misrepresentations

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Omissions

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COUNT 1
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calendar days following the date of the Note, or July 20, 2005. The Note also stated that it was secured by (1) a second-position trust deed on property located in Orderville, Utah, (2) a first-position trust deed on property located in Tennessee, (3) a first-position trust deed on property located in Bryce Canyon, Utah, and (4) an irrevocable assignment of CDs from UXIB in the amount of 600,000 corona real. The Note included an Exhibit A, which was a receipt acknowledging the \$500,000 "cash advance," and was also signed by Lamar Jensen, as CEO of World Wide.

2. An eight page Personal Guaranty from Jensen signed by Jensen.
3. A UCC Financing Statement from Jensen, which included World Wide as the debtor, stated that Fortius was collateralized by CDs from UXIB in the principal amount of 600,000 corona real. The UCC statement was never filed.
4. An Irrevocable Assignment of Certificate of Deposit from World Wide assigning all of World Wide's right, title, and interest to the CDs from UXIB in the

principal amount of 600,000 corona real. The Irrevocable Assignment was signed by Jensen as CEO of World Wide.

5. An Irrevocable Pay-Order from Jensen, dated July 12, 2005, which instructed the "Paymaster" to wire \$1M from World Wide's bank account at Barnes Banking Co., to Fortius' bank account at Zions Bank, "upon receipt of funds from the transaction referenced in the Escrow Agreement."
6. An unaudited Balance Sheet for World Wide, dated June 30, 2005, which stated total assets of \$3,474,640,538.04, and total liabilities and equity of \$2,977,112,113.31.
7. A Financial Statement & Summary for Jensen, dated June 30, 2005, which stated total assets of \$1,578,487,178, and total liabilities of \$120,000, for a net worth of \$1,578,367,178.
8. A "reviewed" Financial Statement for UXIB, dated February 28, 2005, which stated total assets of \$46,584,076,891, and total liabilities and equity of \$46,584,076,891.

9. An Unconditional Letter of Commitment from Jensen. The Letter of Commitment was dated July 12, 2005, was addressed to Wright of Fortius, and was signed by Jensen as CEO of World wide. The Letter of Commitment stated that:

This commitment is only valid upon the completion and funding of the transaction described in the Escrow Agreement Dated 7 July, 2005 between World Wide Holdings, LLC (World Wide) and McIlhatton and de Brus - Agent.

After the transaction mentioned above is completed, then and only then will World Wide issue a loan in the amount of \$50,000,000 (or more if approved by World Wide) to The Fortius Group to be utilized at the discretion of The Fortius Group, LLC.

This loan will bear terms of interest no greater than 6% and quarterly payments of interest-only will be required. The principal amount will be due 3 years from the

date of the loan.

11. A letter from Jenkins as Director of UXIB, dated July 12, 2005, which stated that Jensen is "one of our most trusted and important clients," and all of UXIB's dealings with World Wide have been "fair and satisfactory." It also stated that Jensen is "a man of high integrity" and that UXIB would "recommend Mr. Jensen and World Wide Holdings to you without reservation."
12. A copy of the Escrow Agreement between UXIB (the applicant), OPUS International Ltd. (the arranger), and McIlhatton & De Brus (the Escrow Agent).

Prior to investing, Jensen told Wright that Fortius would be paid from one of two sources, either from the proceeds generated by the bank trades, or from the sale of the Bryce Canyon property provided as collateral.

On July 14, 2005, Fortius invested \$500,000 by wire transfer to a bank account at the Bank of America in Houston, Texas.

Fortius has since received no return from its investment through World Wide. Wright, Barlow, and Sanders have received

nothing but excuses from Jensen and Jenkins, who both lay the blame on the escrow agent.

Fortius was unable to collect on any of the collateral provided by Jensen. The CD at UXIB for 600,000 corona real did not exist; Jensen did not own the property in Tennessee or Orderville, Utah; and in addition, the Orderville, Utah property was being foreclosed upon and was worthless.

SUMMARY

There is probable cause to believe defendants **LAMAR N. JENSEN** and **Lawrence W. Jenkins** committed the following offense:

**SECURITIES FRAUD,
A second-degree felony, 1 count**

or, in the alternative,

**COMMUNICATIONS FRAUD,
A second-degree felony, 1 count**

DATED this 5th day of April, 2007.

Jennifer R. Korb
JENNIFER R. KORB, Affiant

SUBSCRIBED AND SWORN to before me this 5 day of April 2007.

[Signature]
JUDGE of the THIRD DISTRICT COURT

