

**STATE OF ILLINOIS
SECRETARY OF STATE
SECURITIES DEPARTMENT**

IN THE MATTER OF:)	
ACCUSURE CORPORATION , its managers,)	
officers, affiliates, subsidiaries, representatives,)	
successors, and assigns, and;)	
KEN BECKWITH MANAGEMENT ,)	File No. 1400101
a.k.a. EXSURION CORPORATION)	
its managers, officers, affiliates, subsidiaries,)	
representatives, successors, and assigns, and;)	
KENNETH BECKWITH , an individual.)	

FINAL ORDER OF PROHIBITION

TO THE RESPONDENTS:

Accusure Corporation
8518 192nd Street
Mokena, IL 60448

Ken Beckwith Management
a.k.a. Exsurion Corporation
7515 Bayfield Drive
Tinley Park, IL 60477

Kenneth Beckwith
7515 Bayfield Drive
Tinley Park, IL 60477

Order of Prohibition
-1400101-

A Temporary Order of Prohibition was issued by the Illinois Secretary of State on August 29, 2014, temporarily prohibiting the Respondents from offering or selling securities in the State of Illinois for a maximum period of ninety (90) days.

Pursuant to Section 11.F of the Illinois Securities Law of 1953 [815 ILCS 5/1 *et. seq*] (the "Act"), the failure to request a hearing within thirty (30) calendar days of the entry of the Temporary Order of Prohibition shall constitute an admission of any alleged facts therein and constitute a sufficient basis to make the Temporary Order final.

Respondents Accusure Corporation, Ken Beckwith Management a/k/a Exsurion Corporation, and Kenneth Beckwith have each failed to request a hearing on the matters contained in the Temporary Order of Prohibition within thirty (30) calendar days of the entry of said Temporary Order and the Respondents are hereby deemed to have admitted the facts alleged in the said Temporary Order.

FACTS COMMON TO ALL COUNTS

The Secretary of State has adopted the Findings of Fact contained in the said Temporary Order as the Secretary of State's Findings of Fact which are as follows:

1. Respondent Accusure Corporation ("Accusure") was an Illinois Corporation incorporated in Illinois on 10/25/2012 and involuntarily dissolved on 3/14/2014. It has the last known business address of 8518 192nd Street, Mokena, IL 60448.
2. Respondent Accusure was a business whereby restaurants would directly contact Respondent Accusure to report any problems with its facility, and Respondent Accusure would outsource the problem to the already existing contractors that serviced the restaurants in question. Moreover, Respondent Accusure would maintain a database to give a breakdown on how the restaurant owners' money was being spent in servicing their facilities.
3. Respondent Ken Beckwith Management a/k/a/ Exsurion Corporation ("Exsurion") is a company in Illinois in the early stages of development with plans to incorporate in the State of Illinois. Respondent Exsurion has a last known address of 7515 Bayfield Drive, Tinley Park, IL 60477.
4. Respondent Exsurion was a business operating in the same capacity as Respondent Accusure, however instead of using a call center as was envisioned with Accusure, the services of Respondent Exsurion to restaurant owners was to be handled by an application being designed by D & B Electronics.
5. Respondent Kenneth Beckwith ("Beckwith") is an Illinois Resident, with the last known address of 7515 Bayfield Drive, Tinley Park, IL 60477. Respondent Beckwith holds himself out as founder of both Respondents Accusure and Exsurion and has been involved in the solicitation of investments in both entities.

COUNT I
FRAUD IN THE OFFER AND SALE OF SECURITIES

6. In or around September 2012, Respondent Beckwith was introduced to Investor A through a neighbor of Respondent Beckwith.
7. Respondent Beckwith iterated to Investor A that he had been in the restaurant maintenance business for over 28 years, and that he was starting a new business that was brand new to the industry. The new business was to become Respondent Accusure.
8. Respondent Beckwith offered to sell Investor A 50% of Respondent Accusure for \$50,000. Investor A declined the offer. However, Respondent Beckwith approached Investor A stating that he had come into extra money and was willing to extend the offer again for \$25,000.
9. On or around October 19, 2012, Respondent Beckwith and Investor A entered into a partnership agreement whereby the business venture would be named Accusure. The agreement was that Respondent Beckwith would maintain the day to day operations of the business, Investor A would give Respondent Beckwith \$25,000 for half ownership of the business, and that the business would be structured as an Illinois Limited Liability Company with each party holding equal shares.
10. Both parties agreed that Denise Beckwith, Respondent Beckwith's wife, would be the financial officer of Respondent Accusure. On or around October 22, 2012, Investor A gave a check for \$25,000. The \$25,000 was deposited into a joint account of Respondent Beckwith and his wife.
11. *On or around October 25, 2012, Respondent Beckwith incorporated Respondent Accusure in the State of Illinois.*
12. On or around October 30, 2012, Respondent Beckwith opened an account at PNC Bank in the name of Respondent Accusure. A check for \$2000 was drawn from Respondent Beckwith and his wife's joint account, signed by Respondent Beckwith's wife, and deposited into Respondent Accusure business account.
13. On information and belief, the \$2000 deposit into Respondent Accusure account was the only funds from Investor A's investment used for the stated purposes of operating the business.
14. From October 22, 2012 to November 11, 2012, Investor A's funds were used to pay Respondent Beckwith's personal expenses in addition to cash withdrawals, and checks made payable to cash in the amounts of \$16,000 and \$2,500.

Order of Prohibition

-1400101-

15. Sometime in December 2012, Investor A checked the balance of Respondent Accusure's PNC bank account and discovered that only the \$2,000 had been put into the business account.
16. In or around December 2012, Investor A questioned Respondent Beckwith about the rest of his \$25,000 investment and requested the return of his investment. Respondent Beckwith became confrontational and told Investor A that he was only entitled to the office equipment as was agreed in writing. Respondent Beckwith then iterated to Investor A to sue him.
17. On information and belief, the \$25,000 invested by Investor A were used for Respondent Beckwith's personal expenses, but for the \$2000 check deposited into Respondent Accusure's bank account, and not used for the stated purpose of establishing working capital in growing Respondent Accusure as a business.
18. Though the agreement states that this is a partnership agreement made between Respondent Beckwith and Investor A, taking the facts into account, it is clear that Investor A was relying on the efforts of Respondent Beckwith to realize a gain from his investment, making it an "investment contract" thereby constituting an offer or sale of a security as those terms are defined in Sections 2.1, 2.5, and 2.5a of the Illinois Securities Law of 1953 [815 ILCS 5/1 *et. seq.*] (the "Act").
19. Section 12.F states *inter alia* it shall be a violation of the provisions of this Act for any person to engage in any transaction, practice or course of business in connection with the sale of securities which works or tends to work a fraud or deceit upon the purchaser or seller thereof.
20. Section 12.I of the Act states *inter alia* it shall be a violation of the provisions of this Act for any person to employ any device, scheme or artifice to defraud in connection with the sale or purchase of any security, directly or indirectly.
21. By virtue of the foregoing, Respondents Beckwith and Accusure each violated Sections 12.F and 12.I of the Act.

COUNT II
FRAUD IN THE OFFER AND SALE OF SECURITIES

22. Paragraphs 1 thru 21 are herein incorporated by reference.
23. *In or around June 2013, Respondent Beckwith was introduced to Investor B. Respondent Beckwith informed Investor B that he was working on establishing a new business, Respondent Exsurion.*
24. Respondent Beckwith stated to Investor B that he had invested over \$60,000 of his own money and was a little short of getting everything up and running. Respondent Beckwith also stated that he was willing to sell 15% of his company for \$10,000.
25. *Investor B attended a presentation at Respondent Beckwith's house which outlined the plan for the business and stated that he had 25 or more restaurants lined up and ready to sign with the company.*
26. On or around June 7, 2013, Respondent Beckwith and Investor B signed an ownership interest purchase agreement declaring that Investor B purchases 15% of the company known as Ken Beckwith Management for \$10,000 to be made with partial payments with \$2,000 down on signing. The agreement also declared that the Management company's intent is to incorporate the business in the State of Illinois under the name "Exsurion" by the last day of June 2013.
27. Respondent Beckwith also executed a Purchase of Interest with Investor B which declared that Respondent Beckwith personally guaranteed the repurchase of Investor B's ownership interest in the company for the original purchase price.
28. The purchase agreement and repurchase of interest entered into by and between Respondent Beckwith and Investor B constitutes an offer or sale of a security as those terms are defined in Sections 2.1, 2.5, and 2.5a of the Illinois Securities Law of 1953 [815 ILCS 5/1 *et. seq.*] (the "Act").
29. On or around June 7, 2013, Investor B gave Respondents Beckwith and Exsurion \$2,000 in cash upon signing the purchase agreement.
30. On or around June 11, 2013, Respondent Beckwith contacted Investor B stating that he needed another payment from Investor B for the business to pay memberships in two restaurant associations and to pay the "IT" guy to keep working on the application in production for Respondent Exsurion.

Order of Prohibition

-1400101-

31. On or around June 17, 2013, Respondent Beckwith contacted Investor B again asking for another \$2,000 for computer equipment he had purchased for Respondent Exsurion. Investor B went to Respondent Exsurion's office located at Respondent Beckwith's residence to inspect the equipment. Investor B then gave Respondents Beckwith and Exsurion another \$2,000 in cash.
32. On or around July 9, 2013, Respondent Beckwith approached Investor B at his house and asked for another \$2,000 to pay for the finished product from the "IT" guy who had presumably completed the application for Respondent Exsurion. Investor B then gave Respondents Beckwith and Exsurion \$2,000 in cash.
33. Sometime in August 2013, Investor B began asking Respondents Beckwith and Exsurion for receipts of business expenses and contact information for the "IT" guy and prospective clients. Respondent Beckwith stated that he did not have to produce these items to Investor B stating that he was not entitled to the day to day operations as he was only an investor in Respondent Exsurion.
34. On information and belief, Respondents Beckwith and Exsurion never incorporated in the State of Illinois per the terms of the purchase agreement with Investor B. Furthermore, the Illinois Securities Department (the "Department") after investigating the complaint discovered that there was no evidence to establish that the \$6,000 in cash was used towards establishing Respondent Exsurion as an operating business.
35. The \$4,000 check that Investor B gave to Respondents Beckwith and Exsurion was deposited into the joint account of Respondent Beckwith and his wife. From there, Respondent Beckwith used Investor B's investment to pay personal expenses and drawn a check made payable to cash in the amount of \$2,800.
36. Again, as with Investor A, Respondent Beckwith used investor funds to pay personal expenses and draw checks from his joint account made payable to cash. There is no evidence that Respondents Beckwith and Exsurion used Investor B's investment of \$10,000 for their stated purpose of establishing Respondent Exsurion.
37. Section 12.F states *inter alia* it shall be a violation of the provisions of this Act for any person to engage in any transaction, practice or course of business in connection with the sale of securities which works or tends to work a fraud or deceit upon the purchaser or seller thereof.

38. Section 12.I of the Act states *inter alia* it shall be a violation of the provisions of this Act for any person to employ any device, scheme or artifice to defraud in connection with the sale or purchase of any security, directly or indirectly.
39. By virtue of the foregoing, Respondents Beckwith and Exsurion each violated Sections 12.F and 12.I of the Act.

COUNT III

FAILURE TO REGISTER SECURITIES

40. Paragraphs 1 through 39 are herein incorporated by reference.
41. As stated in Paragraphs 18 and 28, the agreements by and between Respondents Beckwith, Accusure, and Exsurion and Investor A and Investor B created a security as those terms are defined by the Act.
42. That at no such time did Respondents Beckwith, Accusure, and Exsurion register these securities with the Illinois Securities Department.
43. That Section 5 of the Act provides *inter alia* that all securities except those set forth under Section 2a of this Act...or those exempt...shall be registered...prior to their offer or sale.
44. Respondents Beckwith, Accusure, and Exsurion each failed to file an application with the Secretary of State to register the securities as required by the Act, and as a result the securities were not registered as such prior to their offer and sale in the State of Illinois.
45. Section 12.A of the Act states *inter alia* that it shall be a violation of this Act for any person to offer or sell any security except in accordance with the provisions of this Act.
46. Section 12.B of the Act states *inter alia* that it shall be a violation of the provisions of this Act for any person to deliver to a purchaser any security required to be registered under Section 5, Section 6, or Section 7 hereof unless accompanied or preceded by a prospectus that meets the requirements of the pertinent subsection of Section 5, Section 6, Section 7.
47. Section 12.D of the Act states *inter alia* that it shall be a violation of the provisions of this Act for any person to fail to file with the Secretary of State any application, report or document required to be filed under the provisions of this Act or any rule or regulation made by the Secretary of State pursuant to this Act or to fail to comply with the terms of any order of the Secretary of State issued pursuant to Section 11 hereof.

Order of Prohibition

-1400101-

48. By virtue of the foregoing, Respondents Beckwith, Accusure, and Exsurion each violated Sections 12.A, 12.B, and 12.D of the Act.

NOW IT IS HEREBY ORDERED THAT:

Respondent **ACCUSURE CORPORARTION**, and any representative and employee, is **PROHIBITED** from the offer or sale of securities in or from the State of Illinois, and is **PROHIBITED** from engaging in any activities involving the offer and sale of securities in or from the State of Illinois, effective October 7, 2014.

Respondent **KEN BECKWITH MANAGEMENT a.k.a EXSURION CORPORARTION**, and any representative and employee, is **PROHIBITED** from the offer or sale of securities in or from the State of Illinois, and is **PROHIBITED** from engaging in any activities involving the offer and sale of securities in or from the State of Illinois, effective October 7, 2014.

Respondent **KENNETH BECKWITH** is **PROHIBITED** from the offer or sale of securities in or from the state of Illinois, and is **PROHIBITED** from engaging in any activities involving the offer and sale of securities in or from the State of Illinois, effective October 7, 2014.

Delivery of this Order or any subsequent notice to the designated representative of any Respondent constitutes service upon such Respondent.

Dated: This 7th day of October, 2014.



JESSE WHITE
Secretary of State
State of Illinois

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Order of Prohibition

-1400101-

NOTICE: Failure to comply with the terms of this Order shall be a violation of Section 12.D of the Act. Any person or entity who fails to comply with the terms of this Order of the Secretary of State, having knowledge of the existence of the Order shall be guilty of a Class 4 Felony.

This is a final order subject to administrative review pursuant to the Administrative Review Law, 735 ILCS 5/3 -101 *et seq.* and the Rules and Regulations of the Act (14 111. Admin. Code, Ch. I, Sec. 130.1123). Any action for judicial review must be commenced within thirty-five (35) days from the date a copy of this Order is served upon the party seeking review.