

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

.....)
THE LEASE COACH INC., its partners, officers and directors,)
agents, employees, affiliates, successors and assigns; and,)
DALE WILLERTON, individually:)
.....)

FILE NO. 1000085

ORDER TO CEASE AND DESIST

TO THE RESPONDENTS: The Lease Coach
4445 Calgary Trl., #820 Terrace Plz.
Edmonton, AB T6H 5R7 CANADA

Mr. Dale Willerton, General Manager
c/o The Lease Coach
4445 Calgary Trl., #820 Terrace Plz.
Edmonton, AB T6H 5R7 CANADA

WHEREAS, a Summary Order to Cease and Desist ("the Summary Order") was issued by the Secretary of State on April 20, 2010, ordering The Lease Coach ("the Respondent") to CEASE and DESIST from offering or selling any business opportunities in the State of Illinois in violation of the provisions of the Business Opportunity Sales Law of 1995 [815 ILCS 602 et seq.] (the "Act"), until the further the order of the Secretary of State.

WHEREAS, pursuant to Section 5-65(1) of the Act, the failure to request a hearing within thirty (30) calendar days after entry of the Summary Order shall be deemed to constitute a waiver of all rights by such person to a hearing and the cease and desist order as to such person shall become permanent.

WHEREAS, the Respondents has failed to request a hearing on the matters contained in the Summary Order within thirty (30) calendar days after entry of said Summary Order.

WHEREAS, the Secretary of State, by and through his duly authorized representative, has adopted the Findings of Fact contained in the Summary Order as the Secretary of State's Final Findings of Fact:

**COUNT I
Unregistered Business Opportunity**

1. That Respondent The Lease Coach Inc., (Coach) is a business entity of unknown origin maintaining its principal office at 4445 Calgary Trl., #820 Terrace Plz., Edmonton, AB T6H 5R7 CANADA.

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2. That Respondent Dale R. Willerton, (Willerton) collectively with Lease (Respondents) is an individual maintaining his business address at The Lease Coach, 4445 Calgary Trl., #820 Terrace Plz., Edmonton, AB T6H 5R7 CANADA.
3. That from September 2008 through at least August, 2009. Respondents, by and through its Officers, Directors, Partners, Employees, Affiliates, Successors, Agents and Assigns, offered both business and franchise opportunities via the internet at www.theleasecoach.com, which was viewed by at least one (1) Illinois resident (the "Purchaser").
4. That at least one Illinois resident responded to the website Ad, and was advised on September 27, 2008, by Willerton, via email on that the first step was to fill out the franchise application on the website.
5. That on or about September 30, 2008 the purchaser filled out the Franchise application.
6. That during the month of November. Respondents through Willerton changed the advertised opportunity to be purchased from a franchise to a consulting agreement (the Package") whereby the purchaser would become a "Corporate Consultant" (Consultant) of Respondents.
7. That on December 29, 2008. a Corporate Consultant Agreement, between the Coach and the Purchaser was executed at Glenview, Illinois. The agreement provided that the Consultant (also a branch manager), under the "Coach umbrella will provide lease consulting services to tenants within the State of Illinois"...and that Coach will specify and provide the Branch Manager with direction concerning all projects." It further provided that The Coach would provide the Purchaser with training at the Coach training center
8. That on about, at least one Illinois resident purchased the Package by Purchaser paying \$12,500.00 on January 31, 2009 and the agreed balance of \$11, 500.00 on June 6, 2009 in consideration thereof.
9. That Section 5-5.10(a)(6) of Business Opportunity Sales Law of 1995, [815 ILCS 602 *et seq.*] (the "Act") provides, *inter alia*, that a business opportunity is a contract or agreement, between a seller and purchaser, express or implied, orally or in writing, wherein it is agreed that the seller or a person recommended by the seller shall provide to the purchaser any product, equipment, supplies or services enabling the purchaser to start a business when the purchaser is required to make a payment to the seller or a person recommended by the seller of more than \$500 and the seller represents directly or indirectly, orally or in writing, that the seller or a person recommended by the seller will provide a marketing plan.

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10. That the Package, described in paragraphs six through seven (6-7), constitutes a business opportunity as that term is defined in Section 5-5.10 of the Act.
11. That the activities described in paragraph six through eight (6-8), constitutes an offer and a sale as those terms are defined under Section 5-5.20 of the Act.
12. That the activities described in paragraph seven (7) constitutes a marketing plan as that term is defined under Section 5-5.15 (6) of the Act.
13. That Section 5-25 of the Act provides, inter alia, that it is unlawful for any person to offer any business opportunity in this State unless the business opportunity is registered under the Act or is exempt under Section 5-10 of the Act.
14. That at all relevant times, Respondents, The Lease Coach Inc. and Dale R. Willerton, individually, their officers and directors, agents, employees, affiliates, successors and assigns, failed to register the business opportunity described in paragraph seven (7) as required -pursuant to Section 5-25 of the Act.
15. That, by virtue of the foregoing, the Respondents violated Section 5-25 of the Act.
16. That Section 5-65 of the Act provides, inter alia, that whenever it appears to the Secretary of State that any person has engaged in or is about to engage in any act or practice constituting a violation of any provision of this Law or any rule, regulation, or order under this Law, the Secretary of State may issue an order directing the person to CEASE and DESIST from continuing the act or practice.

COUNT II Disclosure Requirements

- 1-10. That paragraphs one (1) through ten (10) of Count I are realleged and incorporated herein as paragraphs one (1) through ten (10) of this Count II.
11. That the Respondents failed to provide purchasers of the Package described at paragraphs six and seven (6-7) with a disclosure document.
12. That Section 5-35(a) of the Act provides it is unlawful for any person to offer or sell any business opportunity required to be registered under this Law unless a written disclosure document as filed under subsection (a) of Section 5-30 of this Law is delivered to each purchaser at least 10 business days prior to the execution by a purchaser of any contract or agreement imposing a binding legal obligation on the purchaser or the payment by a purchaser of any consideration in connection with the offer or sale of the business opportunity.
13. That by virtue of the foregoing, the Respondents violated Section 5-35(a) of the Act.

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NOW THEREFORE, IT IS HEREBY ORDERED: That pursuant to Section 5-65 of the Act, the Respondent, The Lease Coach, its partners, officers and directors, employees, agents, affiliates, successors and assigns Dale Willerton, individually, is hereby ordered to CEASE and DESIST from offering or selling any business opportunities in the State of Illinois in violation of the provisions of the Act.

DATED: This 2nd day of June, 2010

A handwritten signature in black ink that reads "Jesse White" followed by a stylized flourish or initials.

Jesse White
Secretary of State
State of Illinois

Attorney for the Secretary of State:

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