

2. THE VISUALS GROUP INC (VISUALS), at all times relevant, was a Nevada corporation with a company address of 24843 Del Prado #488, Dana Point, CA 92629.

3. ENTERPRISE FINANCIAL GROUP (ENTERPRISE), at all times relevant to the transactions referenced in this order, was an unincorporated Alabama entity with a principal business address of P.O. Box 311805, Enterprise, AL 36331.

4. PRISTINE SOLUTIONS INC (PRISTINE), at all times relevant, was a California Corporation with a company address of 23974 Aliso Creek Road #333, Laguna Niguel, CA 92677.

5. BEVRICH CORPORATION (BEVRICH), at all times relevant, was a California Corporation with a business address of 131 N. Tustin Ave, Tustin, CA, 92780.

6. SCOTT WILLIAM ABSHER (ABSHER), at all times relevant, was the owner and manager of BEVRICH and president of DRINKRITE with a residential address of 1340 San Ponte Rd, Corona, CA 92882.

7. DONNA MAE LE GORE (LE GORE), at all times relevant, was the president, secretary, and treasurer of VISUALS with a residential address of 20412 E Watson Lane, Otis Orchards, WA 99027-8219.

8. THOMAS MELVIN DOWNS (DOWNS), CRD #1162321 at all times relevant, was an agent of DRINKRITE and VISUALS, President of ENTERPRISE FINANCIAL GROUP, and Vice-President of PRISTINE SOLUTIONS INC. with a residential address of 703 Northside Dr, Enterprise, AL 36330.

9. THOMAS MICHAEL HAWS (HAWS), at all times relevant, was the owner and manager of DRINKRITE and agent for BEVRICH with a residential address of 26 Toulon, Laguna Niguel, CA 92677.

STATEMENT OF FACTS

10. In March 2009, DOWNS met with and offered an investment opportunity to an Alabama Resident. DOWNS stated that an investment of \$100,000 would earn 20% interest for 60 months. DOWNS stated that the Alabama Resident's investment would be used by DRINKRITE to purchase 100 water purification units at \$1,000 each. The

units would be leased to customers by DRINKRITE. Installation and service of the water purification units would be done by DRINKRITE on behalf of the Alabama Resident. The investor would have no active role in the management of the company.

11. DOWNS completed paperwork for the transfer of \$100,000 cash from a Wells Fargo Individual Retirement Account (IRA), belonging to the Alabama Resident, to Sterling Trust Company (STERLING) of Waco, Texas. STERLING opened a self-directed IRA in the amount of \$100,000, on behalf of the Alabama Resident. STERLING transferred the \$100,000 to DRINKRITE. STERLING later received from DRINKRITE a "Promissory Installment Note" dated April 6, 2009, on behalf of the Alabama Resident.

12. Terms of the Promissory Installment Note listed the payee as the Alabama Resident and the payer as DRINKRITE with the amount tendered as \$100,000 for a term of five years.

"Annual payment for the first year: \$34,980.00; monthly payments for the next 48 months: \$2,650.00." "Payment Terms: This note is due and payable as follows, to-wit: (1) annual payment of \$34,980.00 consisting of \$31,800.00 principal and \$3,180 interest payment due and payable on the 15th day of May, 2010. (Payee has the option of a 5 year contract written for the entire amount amortized at 20% for 60 months) The remaining 48 payments of \$2,650.00 shall be due and payable on the same day of each succeeding month thereafter until the total principal and interest of \$127,200.00 is paid in full. If each payment is not paid on time, the remaining balance will be subject to the maximum amount of interest permitted by the laws of the State of California."

13. The Alabama Resident never received the return as described in the DRINKRITE Promissory Installment Note. The Alabama Resident stated his STERLING account showed approximately \$1,800 income from the \$100,000 investment.

14. The Alabama Resident was subsequently contacted by HAWS by way of telephone and in March 2011, a personal visit. HAWS stated that things had not gone

as planned for DRINKRITE. HAWS stated the market had dried up and DRINKRITE would not be buying any more water purification units. HAWS stated that DRINKRITE needed to change direction and a new opportunity had developed. HAWS stated that a company known as BEVRICH owned by ABSHER was seeking investments. According to HAWS, BEVRICH offered a more technically advanced water purification unit and DRINKRITE's distribution could be beneficial to BEVRICH. HAWS stated that for an additional investment BEVRICH was willing to take on DRINKRITE investors. The Alabama Resident decided not to invest with BEVRICH.

15. In April 2009, DOWNS met with Alabama Resident #2. DOWNS presented his business card for a company identified as ENTERPRISE; the card showed DOWNS as president. DOWNS stated that he (DOWNS) also represented a company known as DRINKRITE. DOWNS stated that DRINKRITE was seeking investors. DOWNS stated that DRINKRITE would use the Alabama Resident's investment money for the purchase of water purification equipment at one thousand dollars per unit. A company identified as VISUALS held the exclusive right to manufacture DRINKRITE's commercial hot and cold water purification unit. VISUALS would enter into a sales agreement with any person or entity wishing to lease the units back to DRINKRITE under the provisions of the lease agreement. Alabama Resident #2 would have no active role in the operation of the company.

16. Alabama Resident #2 decided to invest and wrote a personal check in the amount of \$50,000 dated April 15, 2009, made out to VISUALS. Alabama Resident #2 gave the check to DOWNS. At a subsequent meeting, DOWNS presented Alabama Resident #2 an "Equipment Sale Agreement" from VISUALS which was predated April 13, 2009, and signed by LE GORE. DOWNS also presented Alabama Resident #2 an investment contract entitled "Equipment Lease" from DRINKRITE which was predated April 13, 2009, and signed by HAWS.

17. The investment contract received by Alabama Resident #2 was to be in effect for a period of five years commencing on April 13, 2009, and terminating on March 13, 2014. The investment contract is between the Lessee (DRINKRITE) and the Lessor (Alabama Resident #2). Alabama Resident #2 would receive 60 equal monthly

return payments of \$26.50 for each unit, with a final total return payment of \$1,590.00 for each unit. Fifty units would be leased by DRINKRITE, under the terms of the contract, and return monies would be paid to Alabama Resident #2 in 60 monthly installments of \$1324.70 total for all 50 units, commencing on May 28, 2009.

18. Alabama Resident #2 received two return checks from DRINKRITE for the correct amount as described in the DRINKRITE investment contract. Alabama Resident #2 received two additional checks for approximately half the expected amount as described in the DRINKRITE investment contract. Alabama Resident #2 received no other returns for his \$50,000 DRINKRITE "Equipment Lease" investment contract.

19. After investing in April 2009, Alabama Resident #2 was subsequently contacted by HAWS. HAWS and Alabama Resident had telephone and e-mail communications. In March 2011, HAWS visited Alabama Resident #2 at his residence. HAWS stated that things had not gone as planned for DRINKRITE. HAWS stated that DRINKRITE would not be buying any more water purification units because the market had dried up. HAWS stated that DRINKRITE needed to change direction and a new opportunity had developed. HAWS stated that a company known as BEVRICH, owned by ABSHER, was seeking investment. Haws said BEVRICH offered a more technically advanced water purification unit and that DRINKRITE's distribution could be beneficial to BEVRICH. For additional investment, BEVRICH was willing to take on all the investors that had gone with HAWS and DRINKRITE. Alabama Resident #2 stated that he did speak with ABSHER by phone and decided not to invest.

20. During subsequent meetings DOWNS made another investment offering to Alabama Resident #2. DOWNS presented offering material for an investment opportunity on a company identified as PRISTINE. The PRISTINE offering material included a Private Placement Memorandum (PPM). The PPM described PRISTINE as a California Corporation that had 1,600,000 shares of Common Stock being offered as speculative in nature. The offering price for PRISTINE stock was stated as \$.50 per share. THE PPM, under "Key Personnel", listed DOWNS as Vice President of PRISTINE. In addition to the PPM, DOWNS provided a PRISTINE Confidential

Prospective Investor Questionnaire and a PRISTINE Subscription Agreement. Alabama Resident #2 did not invest with PRISTINE.

21. A review of the files of the Registration Division of the Alabama Securities Commission was conducted on June 11, 2013, disclosing no record of registration nor any perfected exemption from registration for the securities offered, or caused to be offered, by DOWNS, HAWS, ABSHER, LE GORE, DRINKRITE, VISUALS, ENTERPRISE, PRISTINE or BEVRICH.

22. A review of the files of the Registration Division of the Alabama Securities Commission was conducted on May 13, 2011, disclosing no record of registration for DOWNS, HAWS, ABSHER or LE GORE as a broker-dealer agent, investment advisor, or investment advisor representative in the state of Alabama.

23. On January 15, 2009, a search of the United States Securities and Exchange Commission, EDGAR Database website was conducted. A search for the companies: DRINKRITE, VISUALS, ENTERPRISE, PRISTINE or BEVRICH disclosed no filings under Regulation D, Rule 506 or any other type filings.

CONCLUSIONS OF LAW

24. Pursuant to Section 8-6-2(2), Code of Alabama 1975, the definition of "agent" includes any individual who represents a dealer or an issuer in effecting or attempting to effect sales of securities. DOWNS and HAWS by soliciting the sale of a security, to wit; the investment(s) in DRINKRITE, VISUALS, ENTERPRISE, PRISTINE and BEVRICH acted as "Agents" as defined by the Act.

25. Pursuant to Section 8-6-2(5), Code of Alabama 1975, the definition of "issuer" includes every person who proposes to issue, has issued or shall hereafter issue any security. Any person who acts for a compensation or a consideration as a promoter for or on behalf of a corporation, trust, unincorporated association or partnership of any kind to be formed shall be deemed to be an issues.

26. Pursuant to Section 8-6-2(10), Code of Alabama 1975, the definition of security includes any Note, or Investment Contract. The \$100,000 investment made by the Alabama investor is evidenced by a Note, and/or Investment Contract and, therefore, is a Security under the Act.

27. Pursuant to Section 8-6-2(10), Code of Alabama 1975, the definition of security includes any Note, or Investment Contract. The \$50,000 investment made by the Alabama investor #2 is evidenced by a Note, and/or Investment Contract and, therefore, is a Security under the Act.

28. Pursuant to Section 8-6-3(a), Code of Alabama 1975, it is unlawful for a person to transact business in this state as a dealer or agent for securities unless such person is registered under the Act. DOWNS and HAWS unlawfully effected transactions in a security while not being registered in violation of the Act.

29. Pursuant to Section 8-6-3(a), Code of Alabama 1975, it is unlawful for any dealer or issuer to employ an agent unless the agent is registered under the Act. DRINKRITE, VISIONS, BEVRICH, ABSHER and LE GORE caused the offer or sale of an unregistered security through unregistered agents in violation of the act.

30. Pursuant to Section 8-6-4, Code of Alabama 1975 It is unlawful for any person to offer or sell any security in this state unless: It is registered under this article; the security is exempt from registration under section 8-6-10; or the transaction is exempt under section 8-6-11. The securities offered and issued by **RESPONDENTS**, to wit: Promissory Note or Investment Contract were neither registered nor subject to a perfected exemption from registration and were offered and sold in violation of the Act.

This Order is appropriate in the public interest for the protection of investors and consistent with the purposes of the Alabama Securities Act.

This Order does not prevent the Commission from seeking such other civil or criminal remedies that may be available to it under the Alabama Securities Act.

Additionally, if the allegations set forth herein are found to be true, through either administrative adjudication, failure of the RESPONDENTS to make a timely request for hearing, or default of the respondents, it is the intention of the Commission to impose sanctions upon the RESPONDENTS. Such sanctions may include, inter alia, an administrative assessment imposed on RESPONDENTS, an additional administrative assessment for investigative costs arising from the investigation of the violation(s) described herein against RESPONDENTS, and a permanent order to bar RESPONDENTS from participation in any securities related industry in the state of Alabama.

ACCORDINGLY, IT IS HEREBY ORDERED that RESPONDENTS immediately **CEASE AND DESIST** from further offers or sales of any security into, within or from the state of Alabama.

Entered at Montgomery, AL, this 25th day of June, 2013.



ALABAMA SECURITIES COMMISSION
401 Adams Ave, Suite 280
Montgomery, AL 36104
(334) 242-2984
BY:

A handwritten signature in black ink, appearing to read "JP Borg", is written over the printed name and title.

JOSEPH P. BORG
Director