

SECURITIES AND EXCHANGE COMMISSION

FORM 10SB12G

Form for initial registration of a class of securities for small business issuers pursuant to Section 12(g)

Filing Date: **1999-07-27**
SEC Accession No. **0000936392-99-000879**

([HTML Version](#) on secdatabase.com)

FILER

WHITE ROCK ENTERPRISES LTD

CIK: **1079287** | IRS No.: **880407246** | State of Incorp.: **NV** | Fiscal Year End: **0930**
Type: **10SB12G** | Act: **34** | File No.: **000-26839** | Film No.: **99670948**

Mailing Address
12507 CAMPO ROAD
SPRING VALLEY CA 91978

Business Address
12507 CAMPO ROAD
SPRING VALLEY CA 91978
6196991758

U.S. SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-SB

GENERAL FORM FOR REGISTRATION OF SECURITIES
OF SMALL BUSINESS ISSUERS UNDER SECTION 12(b)
OR 12(g) OF THE SECURITIES ACT OF 1934

WHITE ROCK ENTERPRISES, LTD.
(NAME OF SMALL BUSINESS ISSUER IN ITS CHARTER)

NEVADA

(STATE OR OTHER JURISDICTION OF
INCORPORATION OR ORGANIZATION)

88-0407246

(I.R.S. EMPLOYER
IDENTIFICATION NO.)

12507 Campo Road, Spring Valley, CA

(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES)

91978

(ZIP CODE)

(619) 699-1758

(ISSUER'S TELEPHONE NUMBER)

SECURITIES TO BE REGISTERED UNDER SECTION 12(b) OF THE ACT:

TITLE OF EACH CLASS
TO BE SO REGISTERED

NAME OF EACH EXCHANGE ON WHICH
EACH CLASS IS TO BE REGISTERED

SECURITIES TO BE REGISTERED UNDER SECTION 12(g) OF THE ACT:

Common Stock - .001 Par Value

(TITLE OF CLASS)

PART 1

ITEM 1
DESCRIPTION OF THE BUSINESS

GENERAL

White Rock Enterprises, Ltd. is filing this Form 10-SB on a voluntary basis in order to make White Rock Enterprises' financial information equally available to any interested parties or investors and meet certain listing requirements for publicly traded securities on the OTC Electronic Bulletin Board which is sponsored by the National Association of Securities Dealers (NASD). The Company anticipates filing an information statement with a sponsoring NASD Broker-Dealer for listing of its securities on the OTC Electronic Bulletin Board upon completion of the Company's comment period for this Form 10-SB filing.

Business Development

White Rock Enterprises, Ltd. was incorporated in Nevada on October 8, 1998 for the purpose of developing and marketing its only product, a boot dryer that dries both boots and shoes for commercial and consumer use. In December 1998 the board of directors voted to raise capital and implement the Company's business plan. During February and March 1999 the Company raised capital through the sale of common stock to investors in order to meet its minimum operating expense obligations.

There have been no bankruptcy, receivership or similar proceedings.

There have been no material reclassifications, mergers, consolidations, or purchase or sale of a significant amount of assets not in the ordinary course of business.

Business of the Issuer

In 1996, Mr. Crooks developed the boot dryer concept and applied for a United States Patent for the boot dryer that the Company intends to market. The patent was granted to Mr. Crooks on October 13, 1998. On October 19, 1998, Mr. Crooks accepted the position of President of the Company. On October 28, 1998, the Company signed an exclusive license agreement with its President for use of his United States Patent in exchange for 50,000 shares of the Company's common stock. The Company's current consumer boot dryer product is considered by Management to be ready for marketing to retail mass marketers and sporting goods stores in regions that receive considerable amounts of rain and snow in the Northern United States and Canada. The Company's current commercial boot dryer product version is considered by Management to be ready for marketing to ski and sports rental shops in the Northern United States and Canada. The Company's product is unique in that it circulates massive amounts of room temperature air, thereby utilizing circulation evaporation to quickly remove the moisture from wet boots and shoes. Other boot dryers use heat in their drying process or utilize much slower air circulation. Utilizing the Company's evaporation boot dryer at room temperature, drying times are much faster than heated boot dryers, while eliminating all of the heat damage to boot and shoe leather associated with heated boot dryers.

The Company has taken the following steps in its product development: completed all component designs, constructed final plastic injection molds, sourced all materials, constructed prototype models, and tested product for durability,

reliability, and performance. During the next twelve months the Company intends to accomplish the following milestones: during months one through six raise capital of \$800,000 to \$900,000 through the sale of securities; during months three through nine market the Company's consumer product to retail mass marketers and sporting goods stores and market its commercial product to ski and sports rental shops; during months seven through twelve complete contracts with suppliers and produce the Company's product for delivery beginning in the first quarter after month twelve.

The Company intends to utilize available product manufacturers to produce its boot dryer. The initial marketing efforts will require Management and commissioned sales representatives to market the boot dryer to retail outlets and ski and sports rental shops. Management estimates that boot dryer packaging artwork will cost approximately \$15,000 based upon discussions with local commercial artists. Product manufacturing costs are approximately \$10.00 in Asia to approximately \$15.00 in the United States per boot dryer based upon non-binding discussions with manufacturers. Manufacturers will drop ship the Company's product to retailers for approximately \$1.50 per boot dryer based upon non-binding discussions with manufacturers. Management estimates direct marketing costs to be approximately \$2.00 per boot dryer. Management may use product representatives and pay them between 10% and 15% of sales to market its product. The Company anticipates charging a wholesale price of \$25.00 to \$30.00, depending on actual direct manufacturing costs. The Company cannot predict if it will raise sufficient equity financing to commence boot dryer product production. The Company cannot predict when it will be able to generate significant revenues and profits from operations to continue in business or fund anticipated growth.

Management intends to market its consumer boot dryer through retail outlets such as WalMart, K-Mart, Target, Sportsmart, and The Sports Authority stores. Management has no market or distribution agreements with the above retail outlets or any other retail outlets. Management also intends to market its commercial boot dryer through independent ski and sports rental shops in recreational areas. Management has no market or distribution agreements with any ski or sports rental shops. Once the Company is sufficiently funded, management will seek out distribution agreements with retail outlets and ski and sports rental shops.

Investors in the Company should be particularly aware of the inherent risks associated with the Company's plans and product. These risks include a lack of independent market testing of the Company's product, lack of a proven market for the Company's product, lack of an assured manufacturer of its product, lack of equity funding, the limited experience of management, and the size of the Company compared to the size of its competitors. Although Management intends to implement its business plan through the foreseeable future and will do its best to mitigate the risks associated with its business plan, there can be no assurance that such efforts will be successful. Currently, Management is concentrating on positioning itself to advance its business plan. Management has no liquidation plans should the Company be unable to receive funding. Should the Company be unable to implement its business plan, Management would investigate all options available to retain value for the shareholders. Among the options that would be considered are: the sale of the rights to the boot dryer, acquisition of another product or technology, or a merger or acquisition (as a parent or target) of another business entity that has revenue and/or long-term growth potential. Investors should evaluate all of these risks before considering an investment in this Company.

The Company has no new product or service planned or announced to the public.

The size and financial strengths of the Company's competitors, such as Air Dry Systems, PEET, and Snap Dry, are substantially greater than those of the Company. However, management believes that the Company can effectively compete with those other companies because of the unique nature of its product. The Company's uniqueness is based upon its evaporation design which uses only room temperature and forced air movement, unlike other competitors using heat processes or much slower air circulation. This unique feature, Management believes, will allow the Company's boot dryer to compete effectively in the market. Management is not aware of any significant barriers to the Company's entry into the retail boot dryer market, however, the Company at this time cannot ascertain its exact market share of the boot dryer product category.

Boot dryer manufacturing is available through various suppliers such as Pegasus in China or Avery Molding in the United States. At this time the Company has no formal contracts with any suppliers or manufacturers and will not initiate negotiations with any potential suppliers or manufactures until such time as the Company has sufficient funding per its business plan.

The Company intends to sell its products through a variety of retail outlets to the public and will not depend on any one or a few major customers.

On October 28, 1998, the Company signed an exclusive license agreement with its President for use of United States Patent number 5,819,433 for the boot dryer product. The Company issued 50,000 shares of its common stock in exchange for a ten year exclusive right to development, manufacturing, marketing, sale, sublicensing, and any and all usages of the boot dryer in the United States and throughout the world. After ten years the license is subject to automatic renewal each year thereafter, subject to written notification, sixty days in advance to the renewal, by both parties of the license agreement.

The Company was formed by its two directors for the purpose of having a corporate entity in order to design, produce, and market the boot dryer product. The President was the creating force to design the boot dryer and the company is the sole holder of the rights to the intellectual property per its licensing agreement with the President.

The Company does not need any governmental approval of its principal product. The Company's business is not subject to material regulation by federal, state, or local governmental agencies.

All research and development costs since inception have been immaterial in cost and will not be passed on to customers.

The Company currently has no employees.

Year 2000 Disclosure

Computer programs that have time-sensitive software may recognize a date using "00" as the year 1900 rather than the year 2000. This could result in a system failure or miscalculations causing disruption of normal business activities.

The Company's Management has hands-on familiarity with all of the software that will be utilized in its business plan and has confirmation from third party suppliers that its proposed software is certified Year 2000 compatible for all of its computing requirements. In addition, proposed suppliers of office equipment for the Company's business plan have confirmed that embedded technology systems such as micro processors in telephone systems and other non-computer devices that will be purchased per the Company's business plan are already Year 2000 compatible.

While the Company has made what it believes to be adequate inquiries of the its software suppliers as to Year 2000 compliance, there can be no guarantee that the software suppliers will be adequately prepared for every possible contingent Year 2000 software problem, which could have minor or material adverse effects on the Company's results of operations. In a worst case scenario, the Company may experience minor or material adverse cash flow effects depending on the length of the worst case scenario. Based upon the extent of adverse cash flow, Management may decide to reduce operations to match the adverse cash flow or seek additional equity funding.

The Company currently anticipates purchasing new off-the-shelf Year 2000 compatible software by the first quarter of 2000, which is prior to any anticipated impact on its operating systems. The total cost of this new software is not anticipated to be a material expense to the Company at this time.

ITEM 2
MANAGEMENTS DISCUSSION AND ANALYSIS OF
FINANCIAL CONDITION AND RESULTS OF OPERATION

Plan of Operation

The Company maintains a cash balance sufficient to sustain corporate operations until such time as Management can raise the funding necessary to advance its business plan. The losses through May 1999 were due to operational expenses. Sales of the Company's equity securities have allowed the Company to maintain a positive cash flow balance.

During the next twelve months, Management's business plan is for the Company to take the following steps to market its boot dryer product: during months one through six raise capital of \$800,000 to \$900,000 through the sale of securities via a private placement; during months three through nine market the Company's consumer product to retail mass marketers and sporting goods stores and market its commercial product to ski and sports rental shops with a budget of \$200,000; during months seven through twelve complete contracts with suppliers to produce the Company's product for delivery beginning in the first quarter after month twelve with a budget of \$400,000 and provide funding for operating expenses with a budget of \$100,000. Cash flow from sales is estimated to begin after the end of the next twelve months. The Company will face considerable risk in reaching each of its business plan milestones, such as cost overruns in each step, production delays in manufacturing, a lack of interest in the Company's product on the part of retailers and consumers, and a shortfall of funding due to the Company's inability to raise capital in the equity securities market. If no funding is received during the next twelve months, the Company will be forced to rely on its existing cash in the bank and funds loaned by the directors and officers. In such a restricted cash flow scenario, the Company would be unable to complete its business plan steps, and would, instead, delay all cash intensive activities. Without necessary

cash flow as detailed above, the Company may be dormant during the next twelve months, or until such time as necessary funds could be raised in the equity market.

There are no current plans for additional product research and development. There are no current plans to purchase or sell any significant amount of fixed assets. The Company's business plan provides for an increase of thirty two employees during the next twelve months.

Results of Operations

There were no revenues from sales for the period ended May 31, 1999. The Company sustained a net loss of \$111 for the period ended May 31, 1999. Losses were primarily attributable to expenditures for the operations of the corporation.

Liquidity and Capital Resources

As of May 31, 1999, the Company had \$5,989 cash on hand and in the bank. At the current stage of the Company's development, costs and operating expenses are negligible.

ITEM 3 DESCRIPTION OF PROPERTY

The Company's principal executive office address is 12507 Campo Road, Spring Valley, CA 91978. The principal executive office and telephone number are provided by an officer of the corporation at no cost. Management considers the Company's current principal office space arrangement adequate for current and short-term estimated growth.

ITEM 4 SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth information on the ownership of the Company's voting securities by Officers, Directors and major shareholders as well as those who own beneficially more than five percent of the Company's common stock through the most current date - May 31, 1999:

<TABLE>
<CAPTION>

Title Of Class	Name & Address	Amount & Nature of owner	Percent Owned
-----	-----	-----	-----
<S> Common	<C> Dennis J. Crooks 13983 Humo Drive Poway, CA 92064	<C> 2,550,000 (a)	<C> 31.3%

</TABLE>

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<TABLE>
<CAPTION>

Title Of Class	Name & Address	Amount & Nature of owner	Percent Owned
-----	-----	-----	-----
<S> Common	<C> Sharon A. Boyd 12507 Campo Road Spring Valley, CA 91978	<C> 2,550,000 (b)	<C> 31.3%

Total		5,100,000	62.6%
-------	--	-----------	-------

</TABLE>

(a) Mr. Crooks received for exclusive license rights 50,000 shares of the Company's common stock on October 28, 1998, an additional 2,500,000 shares of the Company's common stock were issued to him per a stock split on May 15, 1999.

(b) Ms. Boyd received for services 50,000 shares of the Company's common stock on October 28, 1998, an additional 2,500,000 shares of the Company's common stock were issued to her per a stock split on May 15, 1999.

ITEM 5
DIRECTORS, EXECUTIVE OFFICERS, PROMOTERS,
AND CONTROL PERSONS

The Directors and Officers of the Company, all of those whose terms will expire 10/15/99, or at such a time as their successors shall be elected and qualified are as follows:

<TABLE>
<CAPTION>

Name & Address -----	Age ---	Position -----	Date First Elected -----
<S>	<C>	<C>	<C>
Dennis J. Crooks 13983 Humo Drive Poway, CA 92064	54	President, Director	10/19/98
Sharon A. Boyd 12507 Campo Road Spring Valley, CA 91978	52	Sec/Treas Director	10/19/98

</TABLE>

Each of the foregoing persons may be deemed a "promoter" of the Company, as that term is defined in the rules and regulations promulgated under the securities and Exchange Act of 1933.

Directors are elected to serve until the next annual meeting of stockholders and until their successors have been elected and qualified. Officers are appointed to serve until the meeting of the Board of Directors following the next annual meeting of stockholders and until their successors have been elected and qualified.

No Executive Officer or Director of the Corporation has been the subject of any Order, Judgement, or Decree of any Court of competent jurisdiction, of any regulatory agency enjoining him from acting as an investment advisor, underwriter, broker or dealer in the securities industry, or as an affiliated person, director or employee of an investment company, bank, savings and loan association, or insurance company or from engaging in or continuing any conduct or practice in connection with any such activity or in connection with the purchase or sale of any securities nor

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has any such person been the subject of any Order of a State authority barring or suspending for more than sixty (60) days, the right of such a person to be engaged in such activities or to be associated with such activities.

No Executive Officer or Director of the Corporation has been convicted in any criminal proceeding (excluding traffic violations) or is the subject of a criminal proceeding which is currently pending.

No Executive Officer or Director of the Corporation is the subject of any pending legal proceedings.

Resumes

Dennis J. Crooks, President & Director

1991 - Current Owner and president, Q.R.I. Corporation. Engineering and design consulting contractor providing engineering services in the fields of manufacturing, automotive, electrical, mechanical, plastics, and mold construction.

B.A. in Industrial Technology

Sharon A. Boyd, Secretary, Treasurer & Director

1994 - Current Owner and president, B.G. Consultants, Inc. Providing accounting, income tax services and sales and payroll tax compliance reporting.

ITEM 6
EXECUTIVE COMPENSATION

The company's current officers receive no compensation.

SUMMARY COMPENSATION TABLE

<TABLE>
<CAPTION>

Name & position	Year	Salary (\$)	Bonus (\$)	Other annual compensation (\$)	Restricted stock awards (\$)	Options SARs	LTIP Payouts (\$)	All other compensation (\$)
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
D. Crooks President	1998	-0-	-0-	-0-	-0-	-0-	-0-	-0-
S Boyd Director	1998	-0-	-0-	-0-	-0-	-0-	-0-	-0-

There are no current employment agreements between the Company and its executive officers.

The Directors and Principal Officers have worked with no remuneration until such time as the Company receives sufficient revenues necessary to provide proper salaries to all Officers and compensation for Directors' participation. The Officers and the Board of Directors have the responsibility to determine the timing of remuneration for key personnel based upon such factors as positive cash flow to include stock sales, product sales, estimated cash expenditures, accounts receivable, accounts payable, notes payable, and a cash balance of not less than \$12,000 at each month end. When positive cash flow reaches \$12,000 at each month end and appears sustainable the board of directors will readdress compensation for key personnel and enact a plan at that time which will that benefits the Company as a whole. At this time, management cannot accurately estimate when sufficient revenues will occur to implement this compensation, or the exact amount of compensation.

There are no annuity, pension or retirement benefits proposed to be paid to officers, directors or employees of the Corporation in the event of retirement at normal retirement date pursuant to any presently existing plan provided or contributed to by the Corporation or any of its subsidiaries, if any.

ITEM 7
CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Mr. Crooks received for an exclusive license agreement 50,000 shares of the Company's common stock on October 28, 1998, an additional 2,500,000 shares of the Company's common stock were issued to him per a stock split on May 15, 1999.

Ms. Boyd received for services 50,000 shares of the Company's common stock on October 28, 1998, an additional 2,500,000 shares of the Company's common stock were issued to her per a stock split on May 15, 1999.

ITEM 8
DESCRIPTION OF SECURITIES

The Company's Certificate of Incorporation authorizes the issuance of 50,000,000 Shares of Common Stock, .001 par value per share. There is no preferred stock authorized. Holders of shares of Common Stock are entitled to one vote for each share on all matters to be voted on by the stockholders. Holders of Common Stock have cumulative voting rights. Holders of shares of Common Stock are entitled to share ratably in dividends, if any, as may be declared, from time to time by the Board of Directors in its discretion, from funds legally available therefor. In the event of a liquidation, dissolution, or winding up of the Company, the holders of shares of Common Stock are entitled to share pro rata all assets remaining after payment in full of all liabilities. Holders of Common Stock have no preemptive or other subscription rights, and there are no conversion rights or redemption or sinking fund provisions with respect to such shares. All of the outstanding Common Stock is, and the shares offered by the Company pursuant to this offering will be, when issued and delivered, fully paid and non-assessable.

The Securities and Exchange Commission has adopted Rule 15g-9 which established the definition of a "penny stock", for the purposes relevant to the Company, as any equity security that has a market price of less than \$5.00 per share or with an exercise price of less than \$5.00 per share,

subject to certain exceptions. For any transaction involving a penny stock, unless exempt, the rules require: (I) that a broker or dealer approve a person's account for transactions in penny stocks; and (ii) the broker or dealer receive from the investor a written agreement to the transaction, setting forth the identity and quantity of the penny stock to be purchased. In order to approve a person's account for transactions in penny stocks, the broker or dealer must (I) obtain financial information and investment experience objectives of the person; and (ii) make a reasonable determination that the transactions in penny stocks are suitable for that person and the person has sufficient knowledge and experience in financial matters to be capable of evaluating the risks of transactions in penny stocks. The broker or dealer must also deliver, prior to any transaction in a penny stock, a disclosure schedule prepared by the Commission relating to the penny stock market, which, in highlight form, (I) sets forth the basis on which the broker or dealer made the suitability determination; and (ii) that the broker or dealer received a signed, written agreement from the investor prior to the transaction. Disclosure also has to be made about the risks of investing in penny stocks in both public offerings and in secondary trading and about the commissions payable to both the broker-dealer and the registered representative, current quotations for the securities and the rights and remedies available to an investor in cases of fraud in penny stock transactions. Finally, monthly statements have to be sent disclosing recent price information for the penny stock held in the account and information on the limited market in penny stocks.

PART II

ITEM 1

MARKET PRICE OF AND DIVIDENDS ON THE REGISTRANT'S COMMON EQUITY
AND OTHER SHAREHOLDER MATTERS

The Company plans to file for trading on the OTC Electronic Bulletin Board which is sponsored by the National Association of Securities Dealers (NASD). The OTC Electronic Bulletin Board is a network of security dealers who buy and sell stock. The dealers are connected by a computer network which provides information on current "bids" and "asks" as well as volume information.

As of the date of this filing, there is no public market for the Company's securities. As of May 31, 1999, the Company had 56 shareholders of record. The Company has paid no cash dividends. The Company has no outstanding options. The Company has no plans to register any of its securities under the Securities Act for sale by security holders. There is no public offering of equity and there is no proposed public offering of equity.

ITEM 2

LEGAL PROCEEDINGS

The Company is not currently involved in any legal proceedings and is not aware of any pending or potential legal actions.

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ITEM 3

CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS
ON ACCOUNTING CONTROL AND FINANCIAL DISCLOSURE

None.

ITEM 4

RECENT SALES OF UNREGISTERED SECURITIES

On October 28, 1998, the shareholders authorized the issuance of 50,000 shares of common stock for services to each of the officers and directors of the Company for a total of 100,000 Rule 144 shares. The Company relied upon Section 4(2) of Securities Act of 1993, as amended (the "Act"). The Company issued the shares in satisfaction of management services rendered to officers and directors, which does not constitute a public offering.

From the period of approximately January 1, 1999 until March 31, 1999, the Company offered and sold 60,000 shares at \$0.10 per share to non-affiliated private investors. Each prospective investor was given a private placement memorandum designed to disclose all material aspects of an investment in the Company, including the business, management, offering details, risk factors and financial statements. Each investor also completed a subscription confirmation letter and private placement subscription agreement whereby the investors certified that they were purchasing the shares for their own accounts, with investment intent. Each investor was either accredited as defined, or were "sophisticated" purchasers, having prior investment experience or education, and having adequate and reasonable opportunity and access to corporate information. This offering was not accompanied by general advertisement or general solicitation. The Company relied on Rule 504 of Regulation D as the basis of exemption from registration, as identified on Form D filed with the Commission on February 9, 1999. Blue Sky filings were made (where required) in each state that the shares were offered and sold.

On May 15, 1999, the Board of Directors authorized a forward stock split of 50 shares for each outstanding shares (51:1) resulting in a total of 8,160,000 shares of common stock issued and outstanding.

ITEM 5
INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Company's By-Laws allow for the indemnification of Company Officers and Directors in regard to their carrying out the duties of their offices. The By-Laws also allow for reimbursement of certain legal defenses.

As to indemnification for liabilities arising under the Securities Act of 1933 for directors, officers or persons controlling the Company, the Company has been informed that in the opinion of the Securities and Exchange Commission such indemnification is against public policy and unenforceable.

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PART F/S

The audited financial statements of the Company and related notes which are included in this offering have been examined by Barry L. Friedman, PC, and have been so included in reliance upon the opinion of such accountants given upon their authority as an expert in auditing and accounting.

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WHITE ROCK ENTERPRISES, LTD.
(A Development Stage Company)

FINANCIAL STATEMENTS

MAY 31, 1999

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BARRY L. FRIEDMAN
Certified Public Accountant

1582 TULITA DRIVE,
LAS VEGAS, NV 89123

OFFICE 702-361-8414
FAX 702-896-0278

INDEPENDENT AUDITORS' REPORT

Board of Directors
White Rock Enterprises, Ltd.
Spring Valley, California

June 14, 1999

I have audited the accompanying Balance Sheets of White Rock Enterprises, Ltd. (A Development Stage Company), as of May 31, 1999 and the related statements of operations, stockholders' equity and cash flows for the period October 8, 1998 (inception) to May 31, 1999. These financial statements are the responsibility of the Company's management. My responsibility is to express an opinion on these financial statements based on my audit.

I conducted my audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. I believe that my audit provides a reasonable basis for my opinion.

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of White Rock Enterprises, Ltd. (A Development Stage Company), as of May 31, 1999, and the results of its operations and cash flows for the period October 8, 1998 (inception) to May 31, 1999, in conformity with generally accepted accounting principles.

The accompanying financial statements have been prepared assuming the Company will continue as a going concern. As discussed in Note #5 to the financial statements, the Company has suffered recurring losses from operations and has no established source of revenue. This raises substantial doubt about its ability to continue as a going concern. Management's plan in regard to these matters is described in Note #5. These financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ BARRY L. FRIEDMAN

Barry L. Friedman
Certified Public Accountant

WHITE ROCK ENTERPRISES, LTD.
(A Development Stage Company)
May 31, 1999

BALANCE SHEET

ASSETS

<TABLE>

CURRENT ASSETS:

<S>

<C>

Cash	\$ 5,989	-----
TOTAL CURRENT ASSETS	\$ 5,989	-----
OTHER ASSETS	\$ 0	-----
TOTAL OTHER ASSETS	\$ 0	-----
TOTAL ASSETS	\$ 5,989	-----

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES	\$ 0	-----
TOTAL CURRENT LIABILITIES	\$ 0	-----

STOCKHOLDERS' EQUITY: (Note #4)

Common stock		
Par value \$0.001		
Authorized 50,000,000 shares		
Issued and outstanding at		
May 31, 1999 -		
8,160,000 shares:	\$ 8,160	
Additional Paid-In Capital	-2,060	
Deficit accumulated during		
Development stage:	-111	-----
TOTAL STOCKHOLDERS' EQUITY:	\$ 5,989	-----
TOTAL LIABILITIES AND		
STOCKHOLDERS' EQUITY:	\$ 5,989	-----

</TABLE>

See accompanying notes to financial statements

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WHITE ROCK ENTERPRISES, LTD.
(A Development Stage Company)
October 8, 1998 (inception), to May 31, 1999

STATEMENT OF OPERATIONS

<TABLE>	
<S>	<C>
INCOME:	
Revenue	\$ 0

EXPENSES:	
Management Fee	\$ 100
Bank Charges	11

TOTAL EXPENSES	\$ 111

NET PROFIT/LOSS (-):	\$ -111

Net Profit/Loss (-) per weighted share (Note 1):	\$ NIL

Weighted average Number of common shares outstanding:	8,160,000

</TABLE>	

See accompanying notes to financial statements

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WHITE ROCK ENTERPRISES, LTD.
(A Development Stage Company)

STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY

<TABLE>
<CAPTION>

Common Shares	Stock Amount	Additional paid-in Capital	Accumu- lated Deficit
------------------	-----------------	----------------------------------	-----------------------------

	----- <C>	----- <C>	----- <C>	----- <C>
<S> October 28, 1998 Issued for Services	100,000	\$ 100	\$ 0	
March 31, 1999 Issued for Cash	60,000	60	5,940	
May 15, 1999 Forward Stock Split 51:1	8,000,000	8,000	-8,000	
Net loss October 8, 1998 (inception) to May 31, 1999				-111
Balance, May 31, 1999	8,160,000	\$ 8,160	\$ -2,060	\$ -111

</TABLE>

See accompanying notes to financial statements

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WHITE ROCK ENTERPRISES, LTD.
(A Development Stage Company)
October 8, 1998 (inception), to May 31, 1999

STATEMENT OF CASH FLOWS

<S>	<C>
CASH FLOWS FROM OPERATING ACTIVITIES	
Net Loss	\$ -111
Adjustment to Reconcile net loss To net cash provided by operating Activities	
Issue Common Stock For Services	+100
Changes in assets and Liabilities	0
NET CASH USED IN OPERATING ACTIVITIES	\$ -11
CASH FLOWS FROM INVESTING ACTIVITIES	0
CASH FLOWS FROM	

FINANCING ACTIVITIES

Issuance of Common Stock for Cash	+6,000 -----
Net Increase (decrease)	\$ 5,989
Cash, Beginning of period	0 -----
Cash, End of Period	\$ 5,989 -----

</TABLE>

See accompanying notes to financial statements

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WHITE ROCK ENTERPRISES, LTD.
(A Development Stage Company)

NOTES TO FINANCIAL STATEMENTS

MAY 31, 1999

NOTE 1 - HISTORY AND ORGANIZATION OF THE COMPANY

The Company was organized OCTOBER 8, 1998, under the laws of the State of Nevada as WHITE ROCK ENTERPRISES, LTD. The Company currently has no operations and in accordance with SFAS #7, is considered a development company.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Accounting Method

The Company records income and expenses on the accrual method.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Cash and equivalents

The Company maintains a cash balance in a non-interest-bearing bank that currently does not exceed federally insured limits.

For the purpose of the statements of cash flows, all highly liquid investments with the maturity of three months or less are considered to be cash equivalents. There are no cash equivalents as of May 31, 1999.

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WHITE ROCK ENTERPRISES, LTD.
(A Development Stage Company)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

MAY 31, 1999

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes

Income taxes are provided for using the liability method of accounting in accordance with Statement of Financial Accounting Standards No. 109 (SFAS #109) "Accounting for Income Taxes". A deferred tax asset or liability is recorded for all temporary difference between financial and tax reporting. Deferred tax expense (benefit) results from the net change during the year of deferred tax assets and liabilities.

Loss Per Share

Net loss per share is provided in accordance with Statement of Financial Accounting Standards No. 128 (SFAS #128) "Earnings Per Share". Basic loss per share is computed by dividing losses available to common stockholders by the weighted average number of common shares outstanding during the period. Diluted loss per share reflects per share amounts that would have resulted if dilutive common stock equivalents had been converted to common stock. As of May 31, 1999, the Company had no dilutive common stock equivalents such as stock options.

Year End

The Company has selected September 30th as its fiscal year-end.

Policy in Regards to Issuance of Common Stock in a Non-Cash Transaction

The Company's accounting policy for issuing shares in a non-cash transaction is to issue the equivalent amount of stock equal to the fair market value of the assets or services received.

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WHITE ROCK ENTERPRISES, LTD.
(A Development Stage Company)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

MAY 31, 1999

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Year 2000 Disclosure

Computer programs that have time sensitive software may recognize a date using "00" as the year 1900 rather than the year 2000. This could result in a system failure or miscalculations causing disruption of normal business activities.

The company's potential software suppliers have verified that they will provide only certified "Year 2000" compatible software for all of the company's computing requirements. Because the company's products and services are sold to the general public with no major customers, the company believes that the "Year 2000" issue will not pose significant operational problems and will not materially affect future financial results.

NOTE 3 - INCOME TAXES

There is no provision for income taxes for the period ended May 31, 1999, due to the net loss and no state income tax in Nevada, the state of the Company's domicile and operations. The Company's total deferred tax asset as of May 31, 1999 is as follows:

<TABLE>		
<S>		<C>
	Net operation loss carry forward	\$ 0
	Valuation allowance	\$ 0
	Net deferred tax asset	\$ 0
</TABLE>		

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WHITE ROCK ENTERPRISES, LTD.
(A Development Stage Company)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

MAY 31, 1999

NOTE 4 - STOCKHOLDERS' EQUITY

Common Stock

The authorized common stock of the corporation consists of 50,000,000 shares with a par value \$.001 per share.

Preferred Stock

The corporation has no preferred stock.

On October 28, 1998, the Company issued 100,000 shares of its \$0.001 par value common stock to its directors. Fifty thousand (50,000) shares to one director for a license agreement and Fifty thousand (50,000) to a director for services.

On March 31, 1999, the Company issued 60,000 shares of its \$0.001 par value common stock for cash of \$6,000.00.

On May 15, 1999, the Company approved a forward stock split on the basis of 51:1, thus increasing the common stock from 160,000 shares to 8,160,000 common shares.

NOTE 5 - GOING CONCERN

The Company's financial statements are prepared using generally accepted accounting principles applicable to a going concern which contemplates the realization of assets and liquidation of liabilities in the normal course of business. However, the Company does not have significant cash or other material assets, nor does it have an established source of revenues sufficient to cover its operating costs and to allow it to continue as a going concern. The stockholders/officers and or directors have committed to advancing the operating costs of the Company interest free.

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WHITE ROCK ENTERPRISES, LTD.
(A Development Stage Company)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

MAY 31, 1999

NOTE 6 - RELATED PARTY TRANSACTIONS

The Company neither owns nor leases any real or personal property. An officer of the corporation provides office services without charge. Such costs are immaterial to the financial statements and accordingly, have not been reflected therein. The officers and directors of the Company are involved in other business activities and may in the future, become involved in other business opportunities. If a specific business opportunity becomes available, such persons may face a conflict in selecting between the Company and their other business interests. The Company has not formulated a policy for the resolution of such conflicts.

NOTE 7 - WARRANTS AND OPTIONS

There are no warrants or options outstanding to acquire any additional share of common stock.

NOTE 8 - LICENSE AGREEMENT

On October 28, 1998, the Company signed an exclusive license agreement

with its President for the use of his United States Patent for a boot dryer product. The Company issued 50,000 shares of its common stock in exchange for a ten year exclusive right to the development, manufacturing, marketing, sale, sublicensing, and any and all usages of the boot dryer in the United States and throughout the world. After ten years the license is subject to automatic renewal each year thereafter, subject to written notification, sixty days in advance to the renewal, by both parties of the license agreement.

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PART III

EXHIBITS

<TABLE>	<CAPTION>	<S>	<C>	<C>
	Exhibit 1		Underwriting agreement	None
	Exhibit 2		Plan of acquisition, reorganization or liquidation	None
	Exhibit 3(i)		Articles of Incorporation	Included
	Exhibit 3(ii)		Bylaws	Included
	Exhibit 4		Instruments defining the rights of holders	None
	Exhibit 7		Opinion re: liquidation preference	None
	Exhibit 9		Voting Trust Agreement	None
	Exhibit 10		Material contracts	Included
	Exhibit 11		Statement re: computation of per share earnings	See Financial Stmts.
	Exhibit 14		Material foreign patents	None
	Exhibit 16		Letter on change of certifying accountant	None
	Exhibit 21		Subsidiaries of the registrant	None
	Exhibit 23		Consent of experts and counsel	Included
	Exhibit 24		Power of Attorney	None
	Exhibit 27		Financial Data Schedule	Included
	Exhibit 28		Reports furnished to State insurance agencies	None

</TABLE>

SIGNATURES

In accordance with Section 12 of the Securities and Exchange Act of 1934, the registrant caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized.

White Rock Enterprises, Ltd.

Date 7/23/99

By /s/ DENNIS J. CROOKS

Dennis J. Crooks, President & Director

Date 7/23/99

By /s/ SHARON A. BOYD

Sharon A. Boyd, Sec/Treas & Director

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA
OCT 08 1998
NO. C23692-98
DEAN HELLER, SECRETARY
OF STATE

EXHIBIT 3(i)

ARTICLES OF INCORPORATION
OF
WHITE ROCK ENTERPRISES, LTD.

a Nevada Corporation

FIRST. The name of the corporation is:

WHITE ROCK ENTERPRISES, LTD.

SECOND. The resident agent for this corporation shall be:

SAGE INTERNATIONAL INC.

The address of said agent, and the principal or statutory address of this corporation in the State of Nevada, shall be 1135 TERMINAL WAY, SUITE 209, RENO, NEVADA 89502, located in WASHOE COUNTY, State of Nevada. This corporation may maintain an office, or offices, in such other place within or without the State of Nevada as may be from time to time designated by the Board of Directors, or by the By-Laws of said corporation, and that this corporation may conduct all corporation business of every kind and nature, including the holding of all meetings of Directors and Stockholders, outside the State of Nevada as well as within the State of Nevada.

THIRD. The objects for which this corporation is formed are as follows: to engage in any lawful activity.

FOURTH. That the total number of voting common stock authorized that may be issued by the corporation is FIFTY MILLION (50,000,000) shares of stock with .001 PAR VALUE, and no other class of stock shall be authorized. Said shares may be issued by the corporation from time to time for such considerations as may be fixed from time to time by the Board of Directors.

FIFTH. The governing board of this corporation shall be known as directors, and the number of directors may from time to time be increased or

decreased in such manner as shall be provided by the bylaws of this corporation, providing that the number of directors shall not be reduced to less than one (1). The name and post office address of the first Board of Directors shall be one (1) in number and listed as follows:

<TABLE>

<CAPTION>

NAME	POST OFFICE ADDRESS
----	-----
<S>	<C>
CHERI S. HILL	1135 TERMINAL WAY, SUITE 209 RENO, NEVADA 89502

</TABLE>

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SIXTH. After the amount of the subscription price, the purchase price, of the par value of the stock of any class or series is paid into the corporation, owners or holders of shares of any stock in the corporation may never be assessed to pay the debts of the corporation.

SEVENTH. The name and post office address of the Incorporator signing the Articles of Incorporation is as follows:

<TABLE>

<CAPTION>

NAME	POST OFFICE ADDRESS
----	-----
<S>	<C>
CHERI S. HILL	1135 TERMINAL WAY, SUITE 209 RENO, NEVADA 89502

</TABLE>

EIGHTH. The corporation is to have a perpetual existence.

NINTH. No director or officer of the corporation shall be personally liable to the corporation or any of its stockholders for damages for breach of fiduciary duty as a director or officer or for any act or omission of any such director or officer; however, the foregoing provision shall not eliminate or limit the liability of a director or officer for (a) acts or omissions which involve intentional misconduct, fraud or a knowing violation of law; or (b) the payment of dividends in violation of Section 78.300 of the Nevada Revised Statutes. Any repeal or modification of this Article by the stockholders of this corporation shall be prospective only and shall not adversely affect any limitation on the personal liability of a director or officer of the corporation for acts or omissions prior to such repeal or modification.

TENTH. No shareholder shall be entitled as a matter of right to subscribe

for or receive additional shares of any class of stock of the corporation, whether now or hereafter authorized, or any bonds, debentures or securities convertible into stock, but such additional shares of stock or other securities convertible into stock may be issued or disposed of by the Board of Directors to such persons and on such terms as in its discretion it shall deem advisable.

ELEVENTH. This corporation reserves the right to amend, alter, change or repeal any provision contained in the Articles of Incorporation, in the manner now or hereafter prescribed by statute, or by the Articles of Incorporation, and all rights conferred upon Stockholders herein are granted subject to this reservation.

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I, THE UNDERSIGNED, being the Incorporator hereinbefore named for the purpose of forming a corporation pursuant to the General Corporation Laws of the State of Nevada, do make and file these Articles of Incorporation, hereby declaring and certifying the facts herein stated are true, and accordingly have hereunto set my hand OCTOBER 7, 1998.

/s/ CHERI S. HILL

CHERI S. HILL, Incorporator

STATE OF NEVADA

COUNTY OF WASHOE

On OCTOBER 7, 1998, before me, the undersigned, a Notary Public in and for said County and State, personally appeared CHERI S. HILL, personally known to me to be the person whose name is subscribed to the foregoing document and acknowledged to me that she executed the same.

/s/ V.R. SWEET

Notary Public

[SEAL]

V.R. SWEET

NOTARY PUBLIC - STATE OF NEVADA

APPOINTMENT RECORDED IN WASHOE COUNTY

NO: 93-4205-2- EXPIRES AUG. 1, 2001

CERTIFICATE OF ACCEPTANCE OF
APPOINTMENT BY RESIDENT AGENT

SAGE INTERNATIONAL, INC., hereby accepts appointment as Resident Agent of WHITE ROCK ENTERPRISES, LTD. in accordance with NRS 78.090.

SAGE INTERNATIONAL, INC.

By: /s/ CHERI S. HILL

Date: OCTOBER 7, 1998.

CHERI S. HILL, Senior V.P.

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BY-LAWS

OF

WHITE ROCK ENTERPRISES, LTD.

A NEVADA CORPORATION

ARTICLE ONE

OFFICES

Section 1.1. Registered Office - The registered office of this corporation shall be in the County of WASHOE, State of Nevada.

Section 1.2. Other Offices - The corporation may also have offices at such other places both within and without the State of Nevada as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE TWO

MEETINGS OF STOCKHOLDERS

Section 2.1. Place - All annual meetings of the stockholders shall be held at the registered office of the corporation or at such other place within or without the State of Nevada as the directors shall determine. Special meetings of the stockholders may be held at such time and place within or without the State of Nevada as shall be stated in the notice of the meeting, or in a duly executed waiver of notice thereof.

Section 2.2. Annual Meetings - Annual meetings of the stockholders, commencing with the year 1999, shall be held on the 15th day of October each year if not a legal holiday and, if a legal holiday, then on the next secular day following, or at such other time as may be set by the Board of Directors from time to time, at which the stockholders shall elect by vote a Board of Directors and transact such other business as may properly be brought before the meeting.

Section 2.3. Special Meetings - Special Meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or the Secretary by resolution of the Board of Directors or at the request in writing of

stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose of the proposed meeting.

Section 2.4. Notices of Meetings - Notices of meetings shall be in writing and signed by the President or a Vice-President or the Secretary or an Assistant Secretary or by such other person or persons as the directors shall designate. Such notice shall state the purpose or purposes for which the meeting is called and the time and the place, which may be within or without this State, where it is to be held. A copy of such notice shall be either delivered personally to or shall be mailed, postage prepaid, to each stockholder of record entitled to vote at such meeting not less than ten nor more than sixty days before such meeting. If mailed, it shall be directed to a stockholder at his address as it appears upon the records of the corporation and upon such mailing of any such notice, the service thereof shall be complete and the time of the notice shall be to run from the date upon which such notice is deposited in the mail for transmission to such stockholder. Personal delivery of any such notice to any officer of a corporation or

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association or to any member of a partnership shall constitute delivery of such notice to such corporation, association or partnership. In the event of the transfer of stock after delivery of such notice of and prior to the holding of the meeting it shall not be necessary to deliver or mail notice of the meeting to the transferee.

Section 2.5. Purpose of Meetings - Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 2.6. Quorum - The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 2.7. Voting - When a quorum is present or represented at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall be sufficient to elect directors or to decide any questions brought before such meeting, unless the question is one upon which by express provision of the statutes or of the Articles of Incorporation, a different vote is required in which case such express

provisions shall govern and control the decision of such question.

Section 2.8. Share Voting - Each stockholder of record of the corporation shall be entitled at each meeting of stockholders to one vote for each share of stock standing in his name on the books of the corporation. Upon the demand of any stockholder, the vote for directors and the vote upon any question before the meeting shall be by ballot.

Section 2.9. Proxy - At any meeting of the stockholders any stockholder may be represented and vote by a proxy or proxies appointed by an instrument in writing. In the event that any such instrument in writing shall designate two or more persons to act as proxies, a majority of such persons present at the meeting, or, if only one shall be present, then that one shall have and may exercise all of the powers conferred by such written instrument upon all of the persons so designated unless the instrument shall otherwise provide. No proxy or power of attorney to vote shall be used to vote at a meeting of the stockholders unless it shall have been filed with the secretary of the meeting when required by the inspectors of election. All questions regarding the qualification of voters, the validity of proxies and the acceptance or rejection of votes shall be decided by the inspectors of election who shall be appointed by the Board of Directors, or if not so appointed, then by the presiding officer of the meeting.

Section 2.10. Written Consent in Lieu of Meeting - Any action which may be taken by the vote of the stockholders at a meeting may be taken without a meeting if authorized by the written consent of stockholders holding at least a majority of the voting power, unless the provisions of the statutes or of the Articles of Incorporation require a greater proportion of voting power to authorize such action in which case such greater proportion of written consents shall be required.

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ARTICLE THREE

DIRECTORS

Section 3.1. Powers - The business of the corporation shall be managed by its Board of Directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the stockholders.

Section 3.2. Number of Directors - The number of directors which shall constitute the whole board shall be one (1). The number of directors may from time to time be increased or decreased to not less than one nor more than fifteen by action of the Board of Directors. The directors shall be elected at the annual meeting of the stockholders and except as provided in Section 2 of this Article, each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 3.3. Vacancies - Vacancies in the Board of Directors including

those caused by an increase in the number of directors, may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director, and each director so elected shall hold office until his successor is elected at an annual or a special meeting of the stockholders. The holders of a two-thirds of the outstanding shares of stock entitled to vote may at any time peremptorily terminate the term of office of all or any of the directors by vote at a meeting called for such purpose or by a written statement filed with the secretary or, in his absence, with any other officer. Such removal shall be effective immediately, even if successors are not elected simultaneously and the vacancies on the Board of Directors resulting therefrom shall be filled only by the stockholders.

A vacancy or vacancies in the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any directors, or if the authorized number of directors be increased, or if the stockholders fail at any annual or special meeting of stockholders at which any director or directors are elected to elect the full authorized number of directors to be voted for at the meeting.

The stockholders may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors. If the Board of Directors accepts the resignation of a director tendered to take effect at a future time, the Board or the stockholders shall have power to elect a successor to take office when the resignation is to become effective.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office.

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ARTICLE FOUR

MEETINGS OF THE BOARD OF DIRECTORS

Section 4.1. Place - Regular meetings of the Board of Directors shall be held at any place within or without the State which has been designated from time to time by resolution of the Board or by written consent of all members of the Board. In the absence of such designation regular meetings shall be held at the registered office of the corporation. Special meetings of the Board may be held either at a place so designated or at the registered office.

Section 4.2 First Meeting - The first meeting of each newly elected Board of Directors shall be held immediately following the adjournment of the meeting of stockholders and at the place thereof. No notice of such meeting shall be necessary to the directors in order legally to constitute the meeting, provided a quorum be present. In the event such meeting is not so held, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors.

Section 4.3 Regular Meetings - Regular meetings of the Board of Directors may be held without call or notice at such time and at such place as shall from

time to time be fixed and determined by the Board of Directors.

Section 4.4 Special Meetings - Special Meetings of the Board of Directors may be called by the Chairman or the President or by any Vice-President or by any two directors.

Written notice of the time and place of special meetings shall be delivered personally to each director, or sent to each director by mail or by other form of written communication, charges prepaid, addressed to him at his address as it is shown upon the records or if not readily ascertainable, at the place in which the meetings of the directors are regularly held. In case such notice is mailed or telegraphed, it shall be deposited in the United States mail or delivered to the telegraph company at least forty-eight (48) hours prior to the time of the holding of the meeting. In case such notice is delivered as above provided, it shall be so delivered at least twenty-four (24) hours prior to the time of the holding of the meeting. Such mailing, telegraphing or delivery as above provided shall be due, legal and personal notice to such director.

Section 4.5. Notice - Notice of the time and place of holding an adjourned meeting need not be given to the absent directors if the time and place be fixed at the meeting adjourned.

Section 4.6 Waiver - The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 4.7 Quorum - A majority of the authorized number of directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number be required by law or by the Articles.

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of Incorporation. Any action of a majority, although not at a regularly called meeting, and the record thereof, if assented to in writing by all of the other members of the Board shall be as valid and effective in all respects as if passed by the Board in regular meeting.

Section 4.8 Adjournment - A quorum of the directors may adjourn any directors meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the directors present at any directors meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board.

ARTICLE FIVE

COMMITTEES OF DIRECTORS

Section 5.1. Power to Designate - The Board of Directors may, by resolution adopted by a majority of the whole Board, designate one or more committees of the Board of Directors, each committee to consist of one or more of the directors of the corporation which, to the extent provided in the resolution, shall have and may exercise the power of the Board of Directors in the management of the business and affairs of the corporation and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by the Board of Directors. The members of any such committee present at any meeting and not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. At meetings of such committees, a majority of the members or alternate members shall constitute a quorum for the transaction of business, and the act of a majority of the members or alternate members at any meeting at which there is a quorum shall be the act of the committee.

Section 5.2. Regular Minutes - The committees shall keep regular minutes of their proceedings and report the same to the Board of Directors.

Section 5.3. Written Consent - Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

ARTICLE SIX

COMPENSATION OF DIRECTORS

Section 6.1. Compensation - The directors may be paid their expenses of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like reimbursement and compensation for attending committee meetings.

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ARTICLE SEVEN

NOTICES

Section 7.1. Notice - Notices to directors and stockholders shall be in writing and delivered personally or mailed to the directors or stockholders at their addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be mailed. Notice to

directors may also be given by telegram.

Section 7.2. Consent - Whenever all parties entitled to vote at any meeting, whether of directors or stockholders, consent, either by a writing on the records of the meeting or filed with the secretary, or by presence at such meeting and oral consent entered on the minutes, or by taking part in the deliberations at such meeting without objection, the doings of such meetings shall be as valid as if had at a meeting regularly called and noticed, and at such meeting any business may be transacted which is not excepted from the written consent or to the consideration of which no objection for want of notice is made at the time, and if any meeting be irregular for want of notice or of such consent, provided a quorum was present at such meeting, the proceedings of said meeting may be ratified and approved and rendered likewise valid and the irregularity or defect therein waived by a writing signed by all parties having the right to vote at such meeting; and such consent or approval of stockholders may be by proxy or attorney, but all such proxies and powers of attorney must be in writing.

Section 7.3. Waiver of Notice - Whenever any notice whatever is required to be given under the provisions of the statutes, of the Articles of Incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE EIGHT

OFFICERS

Section 8.1. Appointment of Officers - The officers of the corporation shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer. Any person may hold two or more offices.

Section 8.2. Time of Appointment - The Board of Directors at its first meeting after each annual meeting of stockholders shall choose a Chairman of the Board who shall be a director, and shall choose a President, a Secretary and a Treasurer, none of whom need be directors.

Section 8.3. Additional Officers - The Board of Directors may appoint a Vice-Chairman of the Board, Vice-Presidents and one or more Assistant Secretaries and Assistant Treasurers and such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 8.4. Salaries - The salaries and compensation of all officers of the corporation shall be fixed by the Board of Directors.

Section 8.5. Vacancies - The officers of the corporation shall hold office at the pleasure of the Board of Directors. Any officer elected or appointed by the Board of

Directors may be removed at any time by the Board of Directors. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise shall be filled by the Board of Directors.

Section 8.6. Chairman of the Board - The Chairman of the Board shall preside at meetings of the stockholders and the Board of Directors, and shall see that all orders and resolutions of the Board of Directors are carried into effect.

Section 8.7. Vice-Chairman - The Vice-Chairman shall, in the absence or disability of the Chairman of the Board, perform the duties and exercise the powers of the Chairman of the Board and shall perform such other duties as the Board of Directors may from time to time prescribe.

Section 8.8. President - The President shall be the chief executive officer of the corporation and shall have active management of the business of the corporation. He shall execute on behalf of the corporation all instruments requiring such execution except to the extent the signing and execution thereof shall be expressly designated by the Board of Directors to some other officer or agent of the corporation.

Section 8.9. Vice-President - The Vice-President shall act under the direction of the President and in the absence or disability of the President shall perform the duties and exercise the powers of the President. They shall perform such other duties and have such other powers as the President or the Board of Directors may from time to time prescribe. The Board of Directors may designate one or more Executive Vice-Presidents or may otherwise specify the order of seniority of the Vice-Presidents. The duties and powers of the President shall descend to the Vice-Presidents in such specified order of seniority.

Section 8.10. Secretary - The Secretary shall act under the direction of the President. Subject to the direction of the President he shall attend all meetings of the Board of Directors and all meetings of the stockholders and record the proceedings. He shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the President or the Board of Directors.

Section 8.11. Assistant Secretaries - The Assistant Secretaries shall act under the direction of the President. In order of their seniority, unless otherwise determined by the President or the Board of Directors, they shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary. They shall perform such other duties and have such other powers as the President or the Board of Directors may from time to time prescribe.

Section 8.12. Treasurer - The Treasurer shall act under the direction of the President. Subject to the direction of the President he shall have

custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the President or the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the corporation.

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Section 8.13. Surety - If required by the Board of Directors, he shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 8.14. Assistant Treasurer - The Assistant Treasurer in the order of their seniority, unless otherwise determined by the President or the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer. They shall perform such other duties and have such other powers as the President or the Board of Directors may from time to time prescribe.

ARTICLE NINE

CERTIFICATES OF STOCK

Section 9.1. Share Certificates - Every stockholder shall be entitled to have a certificate signed by the President or a Vice-President and the Treasurer, or the Secretary or an Assistant Secretary of the corporation, certifying the number of shares owned by him in the corporation. If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences and relative, participating, optional or other special rights of the various classes of stock or series thereof and the qualifications, limitations or restrictions of such rights, shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such stock.

Section 9.2. Transfer Agents - If a certificate is signed (a) by a transfer agent other than the corporation or its employees or (b) by a registrar other than the corporation or its employees, the signatures of the officers of the corporation may be facsimiles. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall cease to be such officer before such certificate is issued, such certificate may be issued with the same effect as though the person had not ceased to be such officer. The seal of the corporation, or a facsimile thereof, may, but need not be, affixed to certificates of stock.

Section 9.3. Lost or Stolen Certificates - The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost or destroyed.

Section 9.4. Share Transfers - Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation, if it is satisfied that all provisions of the laws and regulations applicable to the corporation regarding transfer and ownership of shares have been complied with, to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

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Section 9.5. Voting Shareholder - The Board of Directors may fix in advance a date not exceeding sixty (60) days nor less than ten (10) days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining the consent of stockholders for any purpose, as a record date for the determination of the stockholders entitled to notice of and to vote at any such meeting, and any adjournment thereof, or entitled to receive payment of any such dividend, or to give such consent, and in such case, such stockholders, and only such stockholders as shall be stockholder of record on the date so fixed, shall be entitled to notice of and to vote at such meeting, or any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the corporation after any such record date fixed as aforesaid.

Section 9.6. Shareholders Record - The corporation shall be entitled to recognize the person registered on its books as the owner of shares to be the exclusive owner for all purposes including voting and dividends, and the corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Nevada.

ARTICLE TEN

GENERAL PROVISIONS

Section 10.1. Dividends - Dividends upon the capital stock of the corporation, subject to the provisions of the Articles of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to the provisions of the Articles of Incorporation.

Section 10.2. Reserves - Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends or for repairing or maintaining any property of the corporation or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 10.3. Checks - All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 10.4. Fiscal Year - The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

Section 10.5. Corporate Seal - The corporation may or may not have a corporate seal, as may from time to time be determined by resolution of the Board of Directors. If a corporate seal is adopted, it shall have inscribed thereon the name of the Corporation and the words "Corporate Seals" and "Nevada". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

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ARTICLE ELEVEN

INDEMNIFICATION

Every person who was or is a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or a person of whom he is the legal representative is or was a director or officer of the corporation or is or was serving at the request of the corporation or for its benefit as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the General Corporation Law of the State of Nevada from time to time against all expenses, liability and loss (including attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith. The expenses of officers and directors incurred in defending a civil or criminal action, suit or proceeding must be paid by the

corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the corporation. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such person. Such right of indemnification shall not be exclusive of any other right which such directors, officers or representatives may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any bylaw, agreement, vote of stockholders, provision of law or otherwise, as well as their rights under this Article.

The Board of Directors may cause the corporation to purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the corporation would have the power to indemnify such person.

The Board of Directors may from time to time adopt further Bylaws with respect to indemnification and may amend these and such Bylaws to provide at all times the fullest indemnification permitted by the General Corporation Law of the State of Nevada.

ARTICLE TWELVE

AMENDMENTS

Section 12.1. By Shareholder - The Bylaws may be amended by a majority vote of all the stock issued and outstanding and entitled to vote at any annual or special meeting of the stockholders, provided notice of intention to amend shall have been contained in the notice of the meeting.

Section 12.2. By Board of Directors - The Board of Directors by a majority vote of the whole Board at any meeting may amend these Bylaws, including Bylaws adopted by the stockholders, but the stockholders may from time to time specify particular provisions of the Bylaws which shall not be amended by the Board of Directors.

APPROVED AND ADOPTED this 28th day of October, 1998.

/s/ Sharon A. Boyd

Secretary

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CERTIFICATE OF SECRETARY

I hereby certify that I am the Secretary of White Rock Enterprises, and that the foregoing Bylaws, consisting of 11 pages, constitute the code of Bylaws of White Rock Enterprises, Ltd., as duly adopted at a regular meeting of the Board of Directors of the corporation held October 28, 1998.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 28th day of October, 1998.

/s/ Sharon A. Boyd

Secretary

MANUFACTURING AND MARKETING
EXCLUSIVE LICENSE AGREEMENT

This Agreement made the 28th day of October, 1998.

BETWEEN:

DENNIS CROOKS
an individual
(The "Licensor")

AND:

WHITE ROCK ENTERPRISES, LTD.
a Corporation incorporated in the
State of Nevada
(The "Licensee")

WHEREAS:

- A. The Licensor is the sole owner of inventions and having licensed rights on patented technologies, process technologies and "Know-how" related to the Products hereinafter referred to as the "Properties;" and
- B. The Licensor warrants that the Patents related to the Properties, are current, updated, and properly maintained with respective patent agencies, with jurisdiction over the Patent; and
- C. The Licensor further warrants that the Properties and the related Products are free of any lien, encumbrance, joint-ownership, or prior commitment to a third party;
- D. The Licensor wishes to grant and the Licensee desires the exclusive rights to the Products, including but not limited to the development, manufacturing, marketing, sale, sublicensing, and any and all usages of the Products, in the United States and throughout the world;
- E. The Licensor wishes to grant and the Licensee desires the exclusive rights to use the Properties, as well as Licensor's "Know-how", related to the development, manufacturing, marketing, sale, sublicensing, and usage of the Products, and any future products derived from the Properties, in the United States and throughout the world;

NOW THEREFORE, in consideration of the premises and mutual promises, terms and conditions and other good and valuable considerations, the parties do hereby agree as follows:

1. DEFINITIONS

For the purposes of the Agreement:

1.1 "Products" shall mean all licensed products, specified in Exhibit A1;

1.2 "Properties" shall mean all proprietary intellectual properties, encompassed in the Patents and Patent Applications, set forth in Exhibit A1;

1.3 "Know-how" shall mean secret processes, formulae, trade secrets, engineering, design, process and operating information, inventions, developments, patent applications, technical data and other scientific and technical information relating to any process or method now owned or controlled by the licensor or its Affiliate relating in any way to the Products;

1.4 "Confidential Information": shall mean that part of the Technical Information, whether written or oral which is:

1.41 not publicly known, and

1.42 annotated as "confidential" or "proprietary." Any information which is not annotated as "confidential" or "proprietary" shall be deemed to be in the public domain. In addition, "Confidential Information" shall include information disclosed by either party to the other party in accordance with (Modifications and/or Improvements of Products);

1.5 "Affiliate" whether of the Licensee or the Licensor, shall mean any corporation, firm, association or other business owned or controlled beneficially or directly or indirectly by the Licensee or the Licensor, by its principal officers, directors, supervisory employees or members of their families. Ownership of 50% or more of such business by any one of such persons shall constitute beneficial ownership or control;

1.6 "Manufacturing Cost" shall mean the cost of the "Products" F.O.B. the Licensee's manufacturing plant at point of shipment;

1.7 "Effective Date" shall mean the later of:

1.71 the date on which Licensor executes this Agreement,

1.72 the date on which Licensee executes this Agreement.

2. GRANT OF RIGHTS

The Licensor grants the following rights to Licensee:

2.1 LICENSED TERRITORY

Exclusive Worldwide Rights: The Licensor grants the Licensee the exclusive rights to the Products and the Properties in the United States and throughout the world;

2.2 GRANTS RELATED TO LICENSOR'S PRODUCTS, PROPERTIES AND "KNOW-HOW"

2.21 Grants Related to Products. The Licensor grants the Licensee the exclusive right to the Products, specified in Exhibit A1, including but not limited, to the Licensee's rights to the development, manufacturing, marketing, sale, sublicensing, and any and all usages of the Products, in the United States and throughout the World.

2.22 Grants Related to Properties. The Licensor grants the Licensee the exclusive right to use the Licensor's Properties, specified in Exhibit A1, including but not limited, to the Licensee's rights to develop, manufacture, market, sell and sublicense any and all products, having derived and to be derived from the Properties, in the United States and throughout the world;

2.23 Grants Related to "Know-how". The Licensor grants the Licensee the exclusive right to the Licensor's "know-how" trade secrets, and other technical information, related to the Products and the Properties, to be conveyed to Licensee in confidence, upon the consummation of this Agreement.

3. CONSIDERATIONS TO LICENSOR

As considerations for the Grants, the Licensee agrees to provide the Licensor with the following payments:

3.1 Equity Consideration

(i) 50,000 fully paid and non assessable shares of the Licensees' Common stock with anti-dilution provisions and with restrictions on sale.

4. TERMS AND CONDITIONS

4.1 TERMS AND CONDITIONS RELATED TO THE GRANTS TO LICENSEE

4.11 Development of Technology. The Licensor agrees to assist the Licensee to conclude the negotiations on technologies under consideration as set out in Exhibit A1, "Properties."

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4.12 Marketing and Manufacturing Perimeters. The Licensee, at its own costs, shall manufacture and market the Products to potential client firms.

4.13 Best Effort by Licensee. The Licensee agrees to use its best efforts and all due diligence to promote the sale of the product and other products derived from the Properties, in all licensed territories;

4.14 Training and Technical Assistance. To assist Licensee in exercising its rights hereunder, Licensor agrees to provide appropriate training and technical assistance to Licensee, its employees and its permitted sublicensees, in order for the Licensee to utilize the licensed technology appropriately to their full potential. Such training and assistance shall be provided by Licensor from time to time, for training purposes at Licensee's facilities. Travel costs, lodging and all related expenses incurred by one party, in connection with sending its employees or permitted sublicensees to the other party's location, shall be paid in full by the party requesting the training or technical assistance. However, the Licensee acknowledges hereunder that said training obligation of the Licensor may be limited by the availability of its training and technical personnel;

4.15 When to Disclose "Know-how" by Licensor. Commencing ten (10) days after the execution of this Agreement, the Licensor agrees to make full disclosure of its "know-how" to the Licensee's technical personnel, designated by the Licensee. In addition, the Licensor agrees to promptly inform the Licensee of any newly developed technical and trade "know-how", which the Licensee is entitled to record confidentially with any available medium;

4.16 Terms for "Know-how" Disclosure. All disclosures and instructions shall be made or given at the Licensor's locations, without cost to the Licensee, provided, however, that at the Licensee's request, the Licensor may from time to time send one of its qualified personnel for the purpose of "know-how" disclosure, to the Licensee's location, at the request of the Licensee, for not more than 15 days, the related costs of which shall be assumed by the Licensee;

4.17 Confidentiality Maintained by Licensee. All disclosures of the Licensor's "know-how" shall be confidential and shall be held confidentially by the Licensee, without disclosure to a third party, and shall remain confidential for a period of five years. This obligation of non-disclosure shall not apply to any information, which is already known to the Licensee, at the time of disclosure, or which is rightfully obtained from a

third party without obligation of confidence, or which is freely available in the public domain. Licensee agrees that the Licensor has a proprietary interest in its Confidential Information, provided to the Licensee. During the term of the Agreement and for five years thereafter, all proprietary disclosures to the Licensee, its agents, and employees shall be held in strict confidence by Licensee. Licensee shall disclose the Confidential Information only to its agents and employees, to whom the dissemination of confidential information is deemed necessary, in order to properly carry out their duties, designated by the Licensee, in its execution of the License. During the term of this Agreement and for five years thereafter, Licensee shall not use the Confidential Information, except for the purposes of exercising its rights and carrying out its duties hereunder. This provision of the Agreement shall also apply to any consultants or subcontractors of the Licensee,

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that Licensee may engage in connection with its execution of the License.

4.18 Product Quality Maintained by Licensee. In order to comply with the Licensor's quality control standards, Licensee agrees to maintain the quality of the Product, adhering to specific quality control standards, in all aspects of manufacturing, that the Licensor may from time to time communicate to the Licensee, with respect to certain product;

4.2 TERMS AND CONDITIONS RELATED TO THE CONSIDERATIONS TO LICENSOR

Interim Funding to Licensor. Licensee shall advance funds to the Licensor, subject to written approval by the Licensee for services required of the Licensor by the Licensee.

4.3 OTHER TERMS AND CONDITIONS

4.31 Ownership of New Product Development. The undersigned mutually agree to the following ownership rights to new product development:

(a) Joint Ownership. Any invention, protectable by patent, copyright or other legal proprietary protection, made or conceived during the term of this Agreement, by one or more employees or consultants of the Licensor jointly with one or more employees or consultants of the Licensee, shall be jointly owned, of which the parties agree to grant the license of the related invention(s) to each other without any payment, royalty or consideration. Title to all related patents issued shall be jointly owned. All expenses incurred in obtaining and maintaining such patents, shall be jointly shared. In the event one of the parties declines to apply for a patent, or alternatively fails to pay their portion of the patent costs, then the ownership of the patent shall be held by that party, who wishes to file the patent and assumes the related expenditures;

(b) Sole Ownership. Any invention, protectable by patent, copyright or other legal proprietary protection made or conceived solely by the employees or consultants of either party of the undersigned, shall become the sole property of such party.

4.32 Right to Assign License Agreement. The Licensor and the Licensee mutually agree not to assign the explicit rights of the Licensor or the Licensee, as defined by this Agreement, in whole or part, to a third party, whether by operation of law or otherwise, without the prior written consent of the other party, except that either party may assign its rights hereunder to a successor, subsidiary or affiliated corporation, without releasing the assignor and the assignee, from the contractual responsibilities, stipulated hereunder. Any assignment contrary to the terms hereof shall be null and void and of no force or effect.

4.33 Non-Competition. The Licensor, during the term of this Agreement agrees not to compete with the Licensee on the Licensed Products;

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5. WARRANTIES

5.1 LICENSOR'S WARRANTIES

5.11 Patents Maintained. The Licensor warrants that the Patents and Patent Applications, related to the Properties, are current, updated, and properly maintained with respective patent agencies, with jurisdiction over the Patent and Patent Applications; and

5.12 Properties Without Other Commitment. The Licensor further warrants that the Properties and the related Products are free of any lien, encumbrance, joint-ownership, or prior commitment to a third party.

5.13 No Knowledge of Third Party Claims. Licensor represents and warrants to Licensee that Licensor knows of no claim by any third party of infringement by Licensor on such party's patent, trade mark, copyright, trade secret or any other intellectual property rights in the Territory of the Licensee.

5.2 LICENSEE'S WARRANTIES

5.21 Lawful Corporation. The licensee is a lawful U. S. Corporation incorporated in the State of Nevada.

6. DEFENSE OF LICENSED INTELLECTUAL PROPERTIES

Pertaining to the infringement of patented licensed technology by a third party, the Licensor of the technology and the Licensee shall together

determine whether to take any and all actions, legal or otherwise, which are necessary to:

6.1 terminate infringements of any part of the Licensed Products; or

6.2 terminate any attempt of imitation of any of the Licensed Products, including without limitation, obtaining damages, injunction and all other appropriate relief.

The legal costs of said intellectual property defense shall be the responsibility of the Licensee and said Licensor. In addition, if the defense is successful and damages are awarded by the court related to the infringement, such damage award shall be shared equally between the Licensor and the Licensee. However, if for any reason or for no reason, a party of the undersigned elects not to incur the expenditure of the legal defense, and the other party elects to carry solely said expenditure, then accordingly, the damage award, if any, shall be received by the party which has incurred the expenditure of the defense.

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7. INDEMNITY

7.1 Indemnity by Licensor

7.11 Except as provided in subsection 7.12 below, Licensor of the technology shall defend and indemnify Licensee from and against any damages, liabilities, costs and expenses, including reasonable attorney's fees and court costs, arising out of any claim, involving Licensee's usages of the Licensed Products, or manufacturing of the products, which infringe a valid intellectual property right, or which represent a misappropriation of a trade secret of a third party; provided, however, that:

7.11a Licensee shall have promptly submitted to said Licensor the related written notice of infringement, along with reasonable cooperation, information and assistance from the Licensee, in connection with the case; and

7.11b The said Licensor shall have sole control and authority with respect to the defense settlement, or compromise thereof;

7.12 The said Licensor shall have no liability or obligation to Licensee under this Article with respect to any claim based upon:

7.12a Use of the Products by Licensee, its sublicensees or its customers in an application or environment for which such

Products were not designed or contemplated; or

7.12b Modifications and/or improvements of the Products introduced by Licensee, its permitted sublicensees or its customers.

7.13 In the event a claim is based partially on an indemnified claim, described in subsection 7.11, and partially on a non-indemnified claim described in subsection 7.12, any payments and reasonable legal fees incurred in connection with such claim are to be apportioned between the parties in accordance with the degree of cause attributable to each party.

7.2 INDEMNITY BY LICENSEE

7.21 Indemnity for Products. Licensee shall defend and indemnify Licensor of the technology from and against any damages, liabilities, costs and expenses, including any reasonable legal fee and court cost, arising out of injuries or damages caused by the Products, which are not attributable to faulty materials or workmanship in the manufacture, or the assembly of the Products by the said Licensor and by the Licensee;

7.22 Offering Related Indemnity. The Licensee hereunder agrees to indemnify and hold harmless the said Licensor, against any and all losses, claims, damages, liabilities and expenses, including any litigation arising from the Licensee's Offering, or involving the subject matter hereof, including but not limited to litigation by the shareholders of

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the Licensee, upon the fulfillment of the Licensor's contractual duties, except for willful default or negligence perpetrated by the Licensor, involving this Agreement. The Licensee agrees to assume the sole responsibility toward its investors, in all matters relating to the Offering.

8. DURATION AND TERMINATION

8.1 TERMS OF AGREEMENT

The Licensor shall offer the Grants to the Licensee, for a period of ten (10) years, with automatic renewal each year thereafter, subject to written notification, sixty (60) days in advance to the renewal, by both parties of the undersigned.

8.2 TERMINATION FOR CAUSE

This Agreement may be terminated by a party of the undersigned, by serving written notice of termination to the other party, which shall become immediately effective upon the documented receipt of such notice of termination, after the occurrence of any of the following events, unless a mutual remedy is

reached, by both parties of the undersigned in writing, to obviate the termination, within ninety (90) days from the date of receipt of the notice by a served party:

8.21 a material breach or default as to any obligation, specified hereunder, by the Licensee or the Licensor, and the failure of the notified party to promptly pursue a reasonable remedy to cure such material breach or default; or

8.22 the filing of a petition in bankruptcy, insolvency or reorganization by the Licensee or the Licensor, or the Licensee or Licensor becoming the subject to a composition for creditors, whether by law or agreement, or the Licensee or the Licensor going into receivership or otherwise becoming insolvent; or

8.23 in the event of liquidation, caused by insolvency, the Licensor and the Licensee hereunder agree to give the first right of refusal to acquire the liquidation properties of the other, subject to the rulings of the court on this matter.

8.3 AFTER TERMINATION OR EXPIRY

The parties hereto agree to the following conditions, once this Agreement is terminated or expires:

8.31 Terminate Usage of Products and Properties by Licensee. Licensee shall cease any use or practice of the Licensed Products and other products involving the Properties; and upon termination or expiration of this Agreement, all sublicenses granted by Licensee during the term of this Agreement shall terminate. Licensee shall, at its own expense, return to Licensor all Confidential Information as soon as practicable after the date of such termination, including original documents, drawings, computer diskettes, models, samples, notes, reports, notebooks, letters, manuals, prints, memoranda and any copies which have been received

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by Licensee. All such Confidential Information shall remain the exclusive property of Licensor during the term of this Agreement and for five (5) years thereafter.

8.32 Payment Obligations for Unpaid Consideration to Licensor. Upon termination of this Agreement, nothing shall be construed to release Licensee from its obligations to pay Licensor any and all royalties or other accrued but unpaid considerations due Licensor, incurred prior to the date of such termination or expiration.

9. DISPUTE RESOLUTION

The Licensor and the Licensee agree mutually hereunder to submit any and all unresolved disputes, related to this Agreement, firstly, to the American Arbitration Board (or to a licensed arbitrator mutually agreed on by both parties) and abide by the binding resolution of said arbitration. The venue, if any, of said arbitration board shall reside in the State of Nevada. Since the offices of the Licensor and the Licensee are situated at a considerable distance from each other, to conserve time and costs, the Licensor and the Licensee agree herein to conduct said arbitration by video conferencing, if permitted by the arbitrator. The non-prevailing party in said arbitration shall be responsible for the costs directly incurred by the arbitration, including but not limited to the arbitrator's fees and telecommunication fees. In addition, the Licensor and the Licensee agree mutually herein that any dispute arising from the Agreement is limited to the compensatory (not punitive) considerations of this Agreement, unless the disputes arise from some unanticipated factors based on criminal negligence or criminal act committed by a party, or malicious and egregious refusal to participate in the dispute arbitration by a party, in which case the ruling of a competent court with jurisdiction over the matter shall be binding. In the unlikely eventuality of the requirement of a court ruling, the venue of said court action shall reside in the State of Nevada or alternatively, in the city where the Licensee has its primary business. In said case, the ruling of a competent court, in said venue, with jurisdiction over the matter shall be binding;

10. SEVERABILITY

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the Licensor and the Licensee agree hereunder to notify the other party immediately of said unenforceable provision(s) in the Agreement, and to modify this Agreement accordingly to the benefit and consent of both parties. Furthermore, if any provision of this Agreement is declared invalid or unenforceable by a court having competent jurisdiction, it is mutually agreed that this Agreement shall endure except for the part declared invalid or unenforceable by order of such court. The parties shall consult and use their best efforts to agree upon a valid and enforceable provision which shall be a reasonable substitute for such invalid or unenforceable provision in light of the intent of this Agreement.

11. FORCE MAJEURE

11.1 Either the Licensee or the Licensor shall be released from its obligations hereunder to the extent that performance thereof is delayed, hindered or prevented by Force

Majeure as defined below, provided that the party claiming hereunder shall notify the other with all possible speed specifying the cause and probable

duration of the delay or non-performance and shall minimize the effects of such delay or non-performance

11.2 Force Majeure means any circumstances beyond the reasonable control of the affected party;

11.3 Without prejudice to the generality of Section 10.12a and without being thereby limited, force majeure includes any one or more of the following: acts or restraints of governments or public authorities; wars, revolution, riot or civil commotion, strikes, lockouts or other industrial action; failure of supplies of power or fuel; damage to the premises or storage facilities by explosion, fire, corrosion, ionizing radiation, radio-active contamination, flood, natural disaster, malicious or negligent act of accident; and breakdown or failure of equipment whether of the affected party or others.

12. ENTIRE AGREEMENT, NO OTHER RELATION, COUNTERPARTS AND CORRESPONDENCE ADDRESSES.

This Agreement contains the entire Agreement between the Licensor and the Licensee. No other agreement, or promise made or before the effective date of the Agreement will be binding on the parties. No modification or addendum to this Agreement is valid, unless mutually endorsed and dated by both parties. Nothing contained herein shall be deemed to create a joint venture, agency or partnership relationship between the parties hereto. Neither party shall have any power to enter into any contracts or commitments in the name of or on behalf of the other party, or to bind the other party in any respect whatsoever, in business outside of this Agreement. This Agreement may be executed in any number of counterparts and by a different party hereto on separate counterparts, each of which, when so executed, shall be deemed to be original and all of which, when taken together, shall constitute one and the same Agreement.

The official correspondence addresses of the parties are:

THE LICENSOR: Dennis Crooks
13983 Humo Drive
Poway, CA 92064

THE LICENSEE: White Rock Enterprises, Ltd.
1139 Terminal Way Ste 809
Reno, NV 89502

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IN WITNESS WHEREOF, the Licensor and the Licensee have executed this Agreement on the day and the year first above-written.

BY: /s/ DENNIS CROOKS

Dated 10/28/98

Dennis Crooks

BY: /s/ SHARON BOYD

Dated 10/28/98

White Rock Enterprises, Ltd.
Sharon Boyd Secretary

LISTS OF EXHIBITS

EXHIBIT A1 The Patent

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Exhibit A1

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UNITED STATES PATENT [19]
CROOKS

[11] PATENT NUMBER: 5,819,433
[45] DATE OF PATENT: OCT. 13, 1998

[54] BOOT DRYER

[76] Inventor: DENNIS J. CROOKS, 13983 Humo Dr., Poway, Calif. 92064

[21] Appl. No.: 894,847

[22] PCT Filed: FEB. 21, 1996

[86] PCT No.: PCT/US96/02499

Section 371 Date: AUG. 15, 1997

Section 102(e) Date: AUG. 15, 1997

[87] PCT Pub No.: WO96/26405

PCT Pub. Date: AUG. 29, 1996

RELATED U.S. APPLICATION DATA

[63] Continuation-in-part of Ser. No. 394,463, Feb. 27, 1995, abandoned.

[51] Int. Cl.(6) F26B 25/00

[52] U.S. Cl. 34/104

[58] Field of Search 34/417,437, 440, 34/442, 103, 104,
106, 107; 219/400; 392/379, 380

[56] REFERENCE CITED

U.S. PATENT DOCUMENTS

4,171,580	10/1979	Vabrinskas	34/104
4,592,497	6/1986	Georges	34/104
4,774,769	10/1988	Dollst	34/104
5,003,707	4/1991	Chu	34/104
5,179,790	1/1993	Poulos	34/104
5,289,642	3/1994	Sloan	34/104
5,570,515	11/1996	Schulte	34/104
5,720,108	2/1998	Rice	34/104

Primary Examiner - Henry Bennett

Assistant Examiner - Steve Gravini

Attorney, Agent, or Firm - John R. Ross; John R. Ross, III

[57] ABSTRACT

A boot dryer (1) comprising an electric motor driven blower which is contained in a blower housing (2). The blower forces air past a deodorizer pad and through a flexible hose (16) which is placed inside a boot. A toe piece attached at the end of the flexible hose prevents flow blockage. In a preferred embodiment, a liquid deodorizer is applied through a port in the blower housing onto an absorbent pad mounted within the dryer. The flexible hose (16) may be detached and the blower driven by a small battery so that the blower portion of the unit can be easily carried by back packers.

14 CLAIMS, 11 DRAWINGS SHEETS

[DIAGRAM]

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[Diagram]

FIG. 1

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[Diagram]

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[Diagram]
FIG. 3C

[Diagram]
FIG. 3A

[Diagram]
FIG. 3B

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[Diagram]
FIG. 6

[Diagram]
FIG. 4

[Diagram]
FIG. 5

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[Diagram]
FIG. 7

[Diagram]
FIG. 8

[Diagram]

FIG. 9

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[Diagram]

FIG. 10

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[Diagram]

FIG. 11

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[Diagram]

FIG. 12

[Diagram]

FIG. 13

[Diagram]

FIG. 14

22

[Diagram]

FIG. 15

23

[Diagram]

FIG. 16

24

[Diagram]

FIG. 17B

[Diagram]

FIG. 17A

[Diagram]

FIG. 18

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BOOT DRYER

This application is a continuation in part of U.S. patent application Ser. No. 394,463, filed Feb. 27, 1995, abandoned. This invention relates to drying devices and in particular to boot dryers.

BACKGROUND OF THE INVENTION

Many devices for drying boots have been proposed. Many of the devices include a blower to blow air into the boot. Some of these devices comprise a heating element heating the air blown into the boot. Hot air can cause damage to the boot and heating the air can be a waste of energy, especially if the humidity of the surrounding air is already low. It is known to provide tubes in a U or V shape in order to blow air from one blower into two boots at the same time.

Drying boots and shoes often produce unpleasant odors, especially when hot air dryers are used. This is not a severe problem in a drafty mountain cabin but in a small modern well insulated condominium, skiers may be forced to open the windows because of the stink from drying boots. The humidity of the air in modern mountain condominiums is usually low, especially in the winter.

What is needed is an energy efficient boot dryer that will not stink up the condominium.

SUMMARY OF THE INVENTION

The present invention provides a boot dryer. An electric motor driven blower contained in a blower housing forces air past a deodorizer pad and through a flexible hose which is placed inside a boot. A toe piece attached at the end of the flexible hose prevents flow blockage. In a preferred embodiment a liquid deodorizer is applied through a port in the blower housing onto an absorbent pad mounted within the dryer. The flexible hose may be detached and the blower driven by a small battery so that the blower portion of the unit can be easily carried by back packers. Preferred embodiments include dryers for a single boot, a single pair of boots and dryers for a large number of boots. A variable power supply permits operation at various speeds.

BRIEF DESCRIPTION OF THE DRAWINGS

FIG. 1 shows a preferred embodiment of the present invention drying a boot.

FIG. 2 is a cross sectional drawing of this preferred embodiment.

FIGS. 3A, B and C show views of the toe piece of the above embodiment.

FIGS. 4, 5 and 6 show views of the cap of the above embodiment.

FIGS. 7, 8 and 9 show views of the motor mount of the above embodiment.

FIG. 10 is a drawing of a two boot dryer.

FIG. 11 shows a back packing version.

FIGS. 12, 13 and 14 shows a battery pack for the FIG. 1 embodiment.

FIG. 15 is a drawing of a cigarette lighter adapter.

FIG. 16 is a drawing of a two-boot embodiment.

FIGS. 17A and 17B are drawings of an embodiment for drying a large number of boots.

FIG. 18 shows a hollow perforated coat hanger attached to the FIGS. 17A and 17B embodiment for drying wet jackets.

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DETAILED DESCRIPTION OF PREFERRED EMBODIMENTS

Preferred embodiments of the present can be described by reference to the drawings.

Single Boot Unit

FIG. 1 is a cutaway drawing of a boot dryer 1 constituting a preferred embodiment of the present invention. The dryer 1 is shown in the process of drying a boot 3. FIG. 2 is a cross sectional drawing of dryer 1. The dryer comprises blower housing 2 which contains fan unit 4 and is covered by cap 6. A conventional 12 Volt power jack 8 provides for easy connection of a 12 Volt power supply 14. The exit end of blower housing has a 1.25 inside diameter. One end of a 16 inch length of Flex hose 16 which has a 1.25 outside diameter fits snugly into the outlet end of blower housing 2 as shown at 18 in FIG. 2. The opposite end of flex hose 16 is heated and bent into an oval shape as shown in FIG. 1. Special toe piece 20, containing an oval shaped passage way through it, fits on the oval shaped end of flex hose 16. Blower housing 2 contains a 1/4 inch diameter hole in its wall as shown at 22 in FIG. 2 and a 1 square inch felt pad is attached to the inside wall with a suitable glue.

In this preferred embodiment the fan unit is a Model No. 2C0907C2 supplied by Thorgren Tool and Molding Co. Inc. This unit contains a 24-12 Volt 14,777 RPM motor 5, Model No. HC315 MG-3535 supplied by Johnson Electric North America Inc., Fairfield, Conn. 06430. The flex hose is PVC standard duty clear Spiralilte 115 Manufactured by Pacific Echo, Inc. Special toe piece is ABS plastic. Its design is such, as shown in FIGS. 3A, B and C, that air flow cannot be blocked when tip of the boot dryer is pressed against the tip of the boot. FIG. 3A is a top view, FIG. 3C is a side view and FIG. 3B is a view looking into the exit of the unit. The 12 Volt power jack 8 is a Model No. 163-4304 which is a split pin, 2.1 mm jack distributed by Mouser Electronics 11433 Woodside Ave. Santee Calif. 92071-4795 and the power supply 14 is a Model WP481012D made by Pacific Phoenix Inc. The input to this power supply (transformer) is 120 VAC, 20 Watt, and the output is 12 Volt DC and 1000 mA. Blower housing 2 is specially molded with the shape as shown in FIG. 2. The design of cap 6 is shown in FIGS. 4, 5 and 6 and it is constructed from ABS plastic. FIG. 6 shows how the cap 6 and motor mount 7 fits on blower housing 2. Motor 5 is mounted to motor mount 7 with screws as shown in FIG. 2. Top, bottom and cross sectional views of motor mount 7 are shown in FIGS. 7, 8 and 9, respectively.

To use the device merely place about two drops of a liquid deodorizer such as that made by Willert Home Products, 4044 Pack Ave., Saint Louis Mo. 63110, then stick the toe end of the dryer into a boot as far as it will go then plug it in. With this embodiment, only one at a time can be dried. Most persons may find it convenient to purchase two units so drying of both boots at the same time can be accomplished. Applicant has tested the above embodiment many times in winter conditions in typical mountain vacation condominiums. The drying times average about 30 minutes per boot.

Two Boot Unit A two boot version of the present device is shown in FIGS. 10 and 16. These two units are similar to the one boot unit except these units have a wye piece which fits over the discharge end of the blower housing and has two flex hoses and two toe pieces. In the device shown in FIG. 16, the fan is a model No. 2C89S7 V2 supplied by Thorgren Tool and Molding 1100 Evans Ave., Valparaiso, Ind. 46383. This unit contains a 6-18 Volt DC brush motor 027.7 mm

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x32.6 mm long with a permanent magnet Model No. HTBRRO2803205C-0001 supplied by HTI, 13340 East Firestone Blvd., Unit J, Santa Fe Springs Calif. 90670-5559. The power supply is a 120 VAC transformer to 6 V/12 V/18 VDC, rated at 1000 ma, UL listed, also supplied by HTI. The speed of the fan and the power consumed is determined by the voltage selected. High speed 18 V, medium speed 12 V and low speed 6 V. The DC power jack is a Model No. 16PJ100 which is a 2.5 mm Jack distributed by Mouser Electronics 11433 Woodside Ave., Santee Calif. 92071-4795. The blower housing is specially injection molded ABS plastic as shown in FIG. 2. It has an exit bore of 1.25 inches nominal with a 2 degree draft to accommodate a snug fit on the hose as it is inserted into the housing exit as shown in FIG. 2. The OD of the housing 2 exit is 1.5 inches nominal so as to make a snug fit when mated to the inlet orifice of the wye as shown in FIG. 16. The wye piece is specially injection molded of ABS plastic in the shape shown in FIG. 16. The two outlets are sized at 1.25 inches nominal with a 2 degree draft to accommodate a snug fit on the hoses as they are inserted. The hoses are SILVERADO flex hoses with Forge-Loop construction with a 1.25 inch OD critical. The hose is manufactured by Panther Flex Industries, 6451 El Camino Real, Carlsbad Calif. 92009. The motor mount and special toe pieces are specially injection molded as shown in FIG. 7,8,9, and FIG. 3A 3B and 3C, respectively. The toe pieces are generally oval shaped in the axial direction as shown in FIG. 3B. The side cut-outs shown in FIG. 3C prevent flow blockage when the toe pieces are inserted into the toe portions of boots.

Back Pack Unit

Portions of this embodiment can be used as a back packing unit as shown in FIG. 11. Here the hose 16 is not included and battery case 30 and battery 32

is substituted for the power supply equipment shown in FIGS. 1 and 2. The battery cans 30 is shown in FIGS. 12, 13 and 14. Clip 34 is used to hold the unit in place at the mouth of the boot.

Other Power Sources FIG. 15 shows a cigarette lighter adaptor which can be used to power the unit from an automobile cigarette lighter.

Commercial Unit

FIGS. 17A and 17B are drawings of a preferred embodiment for drying a large number of boots simultaneously. The principal additional components of this embodiment are a much larger motor-blower unit 50 and 49 and a tubular header constructed from two 3 1/2 foot lengths of 4-inch ABS drain pipe 40. The motor blower is a 240 CFM air flow unit at a head pressure of 0.75 inches of water. I purchased the unit from the Granger catalog (Granger Stock number 46445, Shaded Pole Blower). A rubber coupling 48 couples the motor-blower unit to the 4-inch header. In this unit, a 3/8-inch diameter hole is bored in header 40 at location 22 with a one inch felt pad glued to the inside surface of the header pipe permits the deodorant solution to be utilized in the large scale situation. A 4-inch coupling 42 connects the two sections of pipe and an 4-inch cap 46 covers the end of the header. Holes are cut in the pipe for insertion of wye units 44 which are shown in FIG. 16. Flex hoses 16 and toe pieces 20 are the same as those shown in FIG. 16 and described above. The larger motor-blower unit provides sufficient air flow for to dry 12 or more pairs of boots simultaneously. The length of time for drying depends on many obvious factors such as the number of boots, their wetness, the humidity of the ambient air. Additional pipe sections can be added with

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utilizing 4-inch couplings, elbows or tees. The unit if not glued together permanently can be easily slipped apart and stored after the drying is done.

Drying Clothes Hanger

FIG. 18 shows a clothes hanger. It consists of 1-inch ABS plastic tubing formed into the shape of an arc. It is open at both ends with small holes drilled through the sides top and bottom of the tube. Under the hook, is a 1.25 inch ID fitting with 2 degree draft that the discharge hose of the commercial unit as shown in FIG. 18, or the discharge hose of the basic boot dryer, will fit into snugly. Air is discharged into this hanger and air flows out the holes and the ends thus drying and deodorizing the jacket from the inside.

While the above description contains many specificities, the reader should not construe these as limitations on the scope of the invention, but merely as exemplifications of preferred embodiments thereof. Those skilled in the art will envision many other possible variations that are within its scope. For example, the discharge ends of the dryer units could be inserted into a

clothes bag to deodorize and freshen a garment inside. An inlet and one or more outlets can be provided by the user. The number of outlets in the commercial unit could be any number but preferably at least 12 would be provided. Accordingly, the reader is requested to determine the scope of the invention by the appended claims and their legal equivalents and not by the examples which have been given.

1 claim:

1. A boot dryer comprising:

A) a electric motor driven blower,

B) an electrical connection means for connecting an electrical power source to said blower,

C) a flexible hose defining two ends and attached at one end to said blower housing,

D) a toe piece means attached at the other end of said flexible hose,

E) an absorbent pad means mounted within said dryer absorbing a liquid deodorizer.

2. A boot dryer as in claim 1 wherein said electric motor driven blower in contained in a blower housing comprises an absorbent port and said absorbent pad is mounted inside said housing covering said port.

3. A boot dryer as in claim 1 and further comprising a power source.

4. A boot dryer as in claim 2 wherein said power source is a plug-in transformer unit.

5. A boot dryer as in claim 2 wherein said power source is a battery.

6. A boot dryer as in claim 1 wherein said toe piece means defines an essentially oval shaped cross section passage way.

7. A boot dryer as in claim 3 wherein said power source comprises a battery pack and a battery.

8. A boot dryer as in claim 3 wherein said flexible hose is detachable from said blower housing.

9. A boot dryer as in claim 6 wherein said toe piece means is configured to prevent flow blockage when inserted to a toe section of a boot.

10. A boot dryer comprising:

A) a blower housing,

B) a electric motor driven blower contained in said blower housing,

C) an electrical connection means for connecting an electrical power source to said blower,

D) a flexible hose defining two ends and detachably attached at one end to said blower housing.

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E) a toe piece means attached at the other end of said flexible hose,

F) a battery pack and a battery,

G) an absorbent pad means mounted within said dryer absorbing a liquid deodorizer.

11. A boot dryer comprising:

A) a electric motor driver blower,

B) an electrical connection means for connecting an electrical power source to said blower,

C) a wye piece means for receiving air flow from said blower,

D) two flexible hose each hose defining two ends and attached at one end to said blower housing,

E) two toe piece means each toe piece means attached at the other end of said flexible hose,

F) an absorbent pad means mounted within said dryer absorbing a liquid deodorizer.

12. A multiple boot dryer unit comprising:

A) a electric motor driven blower,

B) an electrical connection means for connecting an electrical power source to said blower,

C) a header receiving air flow from said blower,

D) at least 12 flexible hoses each hose defining two ends and attached at one

end to said header,

- E) at least 12 toe pieces each toe piece attached at the other end of one of said flexible hoses,
- F) an absorbent pad means mounted within said dryer absorbing a liquid deodorizer.

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13. A garment boot dryer kit comprising:

- A) an electric motor driven blower,
- B) an electrical connection means for connecting an electrical power source to said blower,
- C) a flexible hose defining two ends and attached at one end to said blower housing,
- D) a toe piece means attached at the other end of said flexible hose,
- E) an absorbent pad means mounted within said dryer absorbing a liquid deodorizer,
- F) a coat hanger comprised of:
 - 1) a hanging hook
 - 2) a hanger support comprised of a tube having a large number of air exit holes and one inlet aperture sized to fit said other end of said flexible tube.

14. A garment boot dryer kit comprising:

- A) an electric motor driven blower,
- B) an electrical connection means for connecting an electrical power source to said blower,
- C) a flexible hose defining two ends and attached at one end to said blower housing,
- D) a toe piece means attached at the other end of said flexible hose,
- E) an absorbent pad means mounted within said dryer absorbing a liquid deodorizer,
- F) a garment bag with an air inlet hole for one end of said flexible hose and at least one air outlet hole.

* * * * *

BARRY L. FRIEDMAN
Certified Public Accountant

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OFFICE 702-361-8414
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To Whom It May Concern:

June 14, 1999

The firm of Barry L. Friedman, P.C., Certified Public Accountant consents to the inclusion of their report of June 14, 1999, on the Financial Statements of WHITE ROCK ENTERPRISES, LTD., as of May 31, 1999, in any filings that are necessary now or in the near future with the U.S. Securities and Exchange Commission.

Very truly yours,

/s/ BARRY L. FRIEDMAN

Barry L. Friedman
Certified Public Accountant

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THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM (A) AUDITED FINANCIAL STATEMENTS FOR PERIOD ENDING MAY 31, 1999 AND IS QUALIFIED IN ITS ENTIRETY BY PREFERENCE TO SUCH (B) WHITE ROCK ENTERPRISES, LTD.

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