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 (g) OF THE SECURITIES EXCHANGE ACT OF 1934

RENAISSANCE INTERNATIONAL GROUP, LTD.
(Name of Small Business Issuer in its Charter)

| | |
|---|---|
| Nevada | E.I.N. 85 0206668 |
| (State or other jurisdiction of incorporation or organization) | (I.R.S. Employer Identification No.) |
| 7501 North 16th Street, Suite 200 Phoenix, AZ | 85020 |
| (Address of principal executive offices) | (Zip Code) |

Issuer's telephone number: (602) 906-1924

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

None

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

| Title of each class to be so registered | Name of each exchange on which each class to be registered |
|---|---|
| Common Stock | OTC Electronic Bulletin Board |

Total Number of Pages: 151
Index to Exhibits Appears on Page: 25 Page: 1

Except for the historical information contained herein, the matters set forth in this registration statement are forward looking statements within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. These forward looking statements are subject to risk and uncertainties that may cause actual results to differ materially. These forward looking statements speak only as of the date hereof and the Company disclaims any intent or obligation to update these forward looking statements.

PART I

ITEM 1. DESCRIPTION OF BUSINESS

(a) BUSINESS DEVELOPMENT

Renaissance International Group, Ltd. ("the Company") is a Nevada Corporation, originally organized in New Mexico in 1968. The Company moved its domicile to Nevada in 1994. The Company's current corporate office is located at 7501 N. 16th St., #200, Phoenix, AZ, 85020 and its telephone number is (602) 906-1924.

The Company's predecessor, Renaissance Center, Inc., was incorporated in September of 1996, and has had continuous operations since that date. On July 2, 1997 Renaissance Center, Inc., a Nevada Corporation, merged with Nuclear Corporation of New Mexico, a Nevada Corporation. The merged company subsequently changed its name to Renaissance International Group, Ltd. a Nevada Corporation. Nuclear Corporation of New Mexico, originally incorporated in the state of New Mexico in December of 1968, has had limited or no operations for at least the past 15 years. Nuclear Corporation of New Mexico changed its domicile to Nevada in April of 1994.

The Company employs approximately 12 people. The Company's e-mail address is RIGL@RIGL.Com. The Company maintains a web site at www.rigl.com.

(b) BUSINESS OF ISSUER

The Company's diversified operations are conducted primarily through its three subsidiaries, Renaissance Center, Ltd., Renaissance MedTech, Ltd. and Renaissance ASD, Ltd. The Company's operations include: (i) design and implementation of advanced high speed, high bandwidth computerized network solutions; (ii) design, development and implementation of asset management and information retrieval software for the multimedia and entertainment industry; (iii) design, development and implementation of asset management and information retrieval software for the medical industry; (iv) physician practice management services; (v) consultation and development of end to end solutions including high speed, high bandwidth, advanced, fully automated, intelligent digital



management systems.

The digital conversion segment of the Company's operations are conducted through two of its wholly owned subsidiaries, Renaissance Center, Ltd. (RenCen) and Renaissance ASD, Ltd. The Company specializes in offering analog to digital conversion of numerous material and analog information assets. This includes but is not limited to, paper, film, video, audio, imaging, existing legacy data, and voice information. Through various technologies the Company is capable of introducing endless possibilities of methods of entering data.

RENAISSANCE CENTER, LTD.

The Company's operations related to the design and implementation of asset management software for the multimedia and entertainment industry are conducted through its wholly owned subsidiary Renaissance Center, Ltd. (RenCen). The primary technology is the AMIRE system (Asset Management and Information Retrieval Environment). RenCen customizes the core AMIRE system for use in the entertainment and multimedia fields for management and accounting of film assets, computer effects, special effects, musical scores, sound tracks, dialog, sound effects, computer animation, animation, stock footage, finished film, documentary film, television broadcasts, merchandise, and other related assets produced in the industry.

RENAISSANCE ASD, LTD.

The Company's operations related to the design and implementation of Asset Management and Information Retrieval Environment are conducted directly through its wholly owned subsidiary Renaissance ASD, Ltd. The Core Development Division of this subsidiary is responsible for the development, deployment, management and support of the Company's primary technology known as AMIRE system (Asset Management and Information Retrieval Environment). This system combines the Company's advanced network solutions with a revolutionary three dimensional object-oriented database and graphical user interface. The system is designed as a foundation or core, to be customized and complimented into complete information management systems dictated by industry specific requirements.

The Company's operations related to the design and implementation of Asset Management Environment for the medical industry are conducted directly and through its wholly owned subsidiary Renaissance ASD, Ltd. The Medical AMIRE Division of this subsidiary specializes in building upon the core AMIRE system to meet the requirements and offer advanced tools to the medical industry. The Medical AMIRE system offers management and



accounting of complete medical and inventory records, this includes detail patient records, insurance documentation, billing information, accounting, imaging, MRI, X-ray, C-T scan, ultra sound, diagnosis history, drug interaction history, prescription record, surgical notes, surgical recordings, vital sign records, and other medical related information that is relevant to patients and operations of medical practices. Large databases can be created for search and reference of similar medical scenarios on a national and international basis.

RENAISSANCE MEDTECH, LTD.

Renaissance MedTech, Ltd., (MedTech) is a physician practice management organization which is developing an integrated health care delivery network in selected geographic areas through affiliation with physician practices (the "Affiliated Practices").

MedTech's primary objective is to develop and manage an integrated health care delivery network comprised of physician practices that provide high quality, cost-effective care. In the short to mid-term, MedTech has targeted its primary affiliation efforts on physician practices located in Arizona. MedTech targets physicians who are:

1. Committed to the delivery of high quality, cost-effective care;

2. Have a reputation with their patients, peers, and payors for providing quality medical services;

3. Have the capacity to increase profitability through improved performance on existing patient bases.

When affiliating with a physician practice, MedTech will typically purchase the practice's non-real estate operating assets and enter into a long-term Management Services Agreement ("MSA") with the practice in exchange for a combination of common stock, cash, notes, and/or the assumption of liabilities. Pursuant to the MSA, MedTech will be responsible for providing the Affiliated Practice with necessary office facilities, medical equipment, supplies and non-medical staff, and will plan and manage the activities of the Affiliated Practice in all respects other than the provision of medical services. The Affiliated Practice will be solely responsible for the rendering of medical services.

The Company's consultation services are conducted through the Company and its two subsidiaries, RenCen and ASD depending upon the market segment expertise required. Consultation services encompass the medical and multimedia/entertainment fields as well as general electronic networking, high band width, high storage solutions.



(c) INDUSTRY OVERVIEW AND COMPETITION

In each business segment served by the Company, there is intense competition from established competitors, some with substantially greater financial, engineering, manufacturing and marketing resources and greater name recognition than the Company as well as established customer relationships. Additionally, new competitors may seek to enter some or all of the business segments in which the Company operates.

(d) RESEARCH AND DEVELOPMENT

Technology developments occur rapidly in the computer software and hardware industries. While the affects of such developments are uncertain, they may have a material adverse effect on the demand for the Company's technology. Additionally, the asset management system is still in final development stages and has yet to be successfully marketed. The Company's management believes that $2.5 million will be needed to complete these processes. Accordingly the market acceptance of this technology is unknown. The Company's success with this technology depends on its ability to successfully produce a reliable system and to access the market for such technology. There can be no assurance that the Company will be able to remain competitive or that its technology, services or products will not become subject to obsolescence.

(e) REGULATORY BACKGROUND

Federal and state laws extensively regulate the relationships among providers of health care services, physicians and other clinicians. These laws include federal fraud and abuse provisions that prohibit the solicitation, receipt, payment or offering of any direct or indirect remuneration for the referral of patients for which reimbursement is made under any federal or state funded health care program, or for the recommending, leasing, arranging, ordering or providing of services covered by such programs. States have similar laws that apply to patients covered

by private and government programs.

Federal fraud abuse laws also impose restrictions on physicians' referrals for designated health services covered under a federal or state funded health care program to entities with which they have financial relationships. Various states have adopted similar laws that cover patients in private programs as well as government programs.

There can be no assurance that the federal and state governments will not consider additional prohibitions on physician ownership, directly or indirectly, of facilities to which they refer patients, which could adversely affect the Company. Violations of these laws may result in substantial civil or criminal penalties for individuals or entities, including large civil money penalties and



exclusion from participation in federal or state health care programs.

Moreover, the laws of many states prohibit physicians from sharing professional fees, or "splitting fees" with anyone other than a member of the same profession. These laws and their interpretations vary from state to state and are enforced in courts by regulatory agencies with broad discretion. Expansion of the operations of the Company to certain jurisdictions may require structural and organizational modifications to the relationship with medical affiliates. This could adversely effect the Company.

Although management believes its operations as currently structured are in material compliance with existing laws, there can be no assurance that review of the Company's business by a regulatory agency or as presented to a court will not result in an adverse determination, or that the health care regulatory environment will not change so as to restrict the Company's existing operations or its expansion. Either of these developments would adversely affect the operations of the Company.

State Laws Regarding Prohibition of Corporate Practice of Medicine

The medical affiliates are expected to be formed as professional corporations owned by one or more physicians licensed to practice medicine under applicable laws in states that prohibit the corporate practice of medicine. Corporations such as the Company are not permitted under such laws to practice medicine or exercise control over the medical judgements or decisions of practitioners. Corporate practice of medicine laws and their interpretations vary from state to state and are enforced in courts by regulatory agencies with broad discretion. The Company anticipates that it will perform only non-medical administrative services, will not represent to the public that it offers medical services and will not exercise influence or control over the practice of medicine by the practitioners with whom it contracts. Changes to the operations of the Company's form of relationship with medical affiliates in order to comply with the medical practice laws could have an adverse effect on the Company.

Although management believes that its operations as currently structured will be in material compliance with existing applicable laws, there can be no assurance that the Company's structure will not be challenged as constituting the unlicensed practice of medicine or that the enforceability of the agreements underlying this structure will not be limited. If such a challenge were successfully made in any state, the Company would be subject to civil and criminal penalties and could be required to restructure its contractual arrangements in that state. Such results, or the inability to restructure its contractual arrangements, could have a material adverse effect upon the Company.



Changes in Regulation of the Delivery of and Payment for Health Care Services.

Although Congress failed to pass comprehensive health care reform legislation in 1996, the Company anticipates that Congress and state legislatures will continue to review and assess alternative health care delivery and payment systems, and may in the future propose and adopt

legislation effecting fundamental changes in the health care delivery system. The Company cannot predict the ultimate timing, scope or effect of any legislation concerning health care reform. Any proposed federal legislation, if adopted, could result in significant changes in the availability, delivery, pricing and payment for health care services and products.

Various state agencies also have undertaken or are considering significant health care reform initiatives. Although it is not possible to predict whether any health care reform legislation will be adopted or, if adopted, the exact manner and the extent to which the Company will be affected, it is likely that the Company will be affected in some fashion, and there can be no assurance that any health care reform legislation, if and when adopted, would not have a material adverse affect upon the Company.

ITEM 2. MANAGEMENT DISCUSSION AND ANALYSIS OR PLAN OF OPERATION

(a) RESULTS OF OPERATIONS

The Company currently derives its revenue from consulting services provided by Renaissance Center, Ltd. (RenCen), a wholly owned subsidiary of the Company. RenCen owns a proprietary technology developed by a Company officer for the integration of equipment and components in high-tech digital multimedia studios.

Management has recognized that recent developments in data storage and optical transmission capabilities have greatly increased the capability to transfer, store and retrieve data. Hierarchical communication languages can be used to develop software applications which will make real-time access of this information a reality as well as adding artificial intelligence to core operating systems.

These recent developments, combined with the Company's own state of the art proprietary technology have enabled it to look at alternative applications. Management believes that the health services industry may provide this alternative. This industry, though technically advanced in equipment, relies upon out-dated record keeping and retrieval methods. The Company is actively pursuing acquisitions and affiliations in the medical industry. Initially it has targeted physician groups, outpatient surgical centers, skilled nursing facilities and medical specialty organizations. It is management's intention to continue to examine all industries for possible applications of its proprietary



technology as well as looking for opportunities to acquire other synergistic technologies.

(b) STATEMENT OF EARNINGS DATA

| | For year ended | | For 3 months ended | |
|---|---|---|---|---|
| | 09/30/97 | 09/30/96 | 12/31/97 | 12/31/96 |
| Revenues | $36,542 | $1,341 | $1,582 | $12,702 |
| Gross Profit | 26,000 | 661 | 1,582 | 12,702 |
| Net Profit(Loss) | $(1,222,646) | $(27,877) | $(388,436) | $(262,437) |

The increase in the net loss for the year ended September 30, 1997, compared to the year ended September 30, 1996 relates to several key components to the future success of the Company. First are the expenses incurred associated with research and development costs related to the Company's proprietary technology. Additional costs are due to increased sales and marketing efforts related to the Company's proprietary technology. Finally, the net loss increased due to the costs incurred in securing key management personnel for both the corporate management and development programs.

The increase in the net loss for the quarter ended December 31, 1997, compared to the quarter ended December 31, 1996, mainly relates to the increased costs incurred in securing key management personnel for both the corporate management and development programs.

While research and development costs will continue, management believes that initial contracts in the near future will begin to generate revenues from the hardware integration and data management consulting segments of the business. As a result, the Company does not foresee profitable operations in the short term, but does expect revenue growth leading to profitability on a longer-term basis. However, there can be no assurances as to whether the Company will ever achieve profitability.

(c) BALANCE SHEET DATA

| | 12/31/97 | 09/30/97 | 09/30/96 |
|---|---|---|---|
| Current Assets | $ 2,069,828 | $ 847,044 | $ 9,345 |
| Long-term Assets | 288,129 | 272,075 | 13,000 |
| Total Assets | 2,357,957 | 1,119,119 | 22,345 |
| Current Liabilities | 253,700 | 32,526 | 100 |
| Stockholder's Equity | $ 2,104,257 | $ 1,086,593 | $ 22,245 |
| Total Liabilities and Stockholder's Equity | $ 2,357,957 | $ 1,119,119 | $ 22,345 |



(d) LIQUIDITY AND CAPITAL RESOURCES

The Company's current ratio was 8.2 to 1 at December 31, 1997. The Company's current ratio was 26.0 to 1 at September 30, 1997. Cash and cash equivalents increased $1,222,587 to $2,064,289 at December 31, 1997. Cash and cash equivalents increased $832,358 to $841,702 at September 30, 1997. The increase in cash and cash equivalents was primarily due to payments received on preferred stock subscriptions offset by cash used in operations.

The Company has successfully raised capital financing during the quarter ended December 31, 1997, and the year ended September 30, 1997. Additional capital will be required for the Company to fully expand its operations into all of the markets. The amount of additional capital that may be required is dependent upon, among other things, the expansion of existing financial resources, and the availability of other financing on favorable terms and future operating results. Therefore, the Company's ultimate success may depend upon its ability to raise additional capital or debt financing. There can be no assurance that additional capital can be raised or obtained as needed or that the Company can ultimately fulfill its business objectives.

The Company believes that it has adequate cash on hand to satisfy its working capital requirements in fiscal 1998. The Company does not anticipate paying dividends on its Common Stock in the foreseeable future.

Certain matters contained herein are forward looking statements that involve risks and uncertainties that could cause actual results to differ materially from those in the forward-looking statements. Assumptions relating to these forward looking statements involve judgments with respect to, among other things, future economic, competitive and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond control of the Company.

(e) IMPACT OF INFLATION

The Company believes that inflation has not had a material affect on its past business.

(f) YEAR 2000 ISSUE

Virtually all companies and organizations are devoting resources to

evaluating the "Year 2000 Issue." This critical data management problem may have substantial financial consequences for companies throughout the world. Most computer systems in use today were



designed and developed over many years without regard to the impact of the upcoming century change. Because memory was so expensive on early mainframe computers, many programs used only two digits for the year in the date fields. As a result many computer applications could fail completely or create erroneous results by the year 2000, unless corrective measures are taken.

The Company's management has addressed the extent of the problem as it pertains to (i) the Company's data systems and (ii) the Company's proprietary software for use by its customers.

With regard to the Company's data systems, management has determined that the Company's data systems are functionally operable to handle four digit date fields and that the Year 2000 Issue will not materially affect future financial results, or cause reported financial information to necessarily be inherently unreliable as a result of the Year 2000 Issue.

With regard to the Company's proprietary software, specifically the AMIRE software, the Company undertook to test its application which revealed that no modifications or replacements to significant portions of its software will be required in order for the software to run properly after December 31, 1999. The Company has determined that it has no material exposure to contingencies related to the Year 2000 Issue for its AMIRE product.

Management has allocated no resources specifically to the Year 2000 Issue. Management intends to continue to review on an ongoing basis the need for projected expenditures and uncertainties arising from this issue. This ongoing review will consider the consequences to the Company in the event of the need for additional expenditures or the impact on the functional performance and the marketability of the Company's proprietary products, such as AMIRE. However there can be no guarantee that the systems of other companies on which the Company's systems rely will be timely identified or converted, or that a failure to convert by another company, or a conversion that is incompatible with the Company's systems, would not have material adverse effect on the Company.

ITEM 3. DESCRIPTION OF PROPERTY

The Company rents 1,700 square feet of administrative offices at 7501 North 16th Street, Suite 200, Phoenix, Arizona 85020 and intends to expand into a second facility in Phoenix to increase its square footage available for inventory and product development. The Company also rents approximately 600 square feet of technical laboratory space at 100 Bluebell Place, Vallejo, California 94591.

The Company has signed a lease to occupy 9,460 square feet of space located at 2398 E. Camelback Rd., Suite 900, Phoenix, Arizona. The lease term commences on July 1, 1998, and extends for 40 months. The initial rent due is $23.00 per square foot. The lease renews



on September 1, 1998, at which time the price per square foot increases from $23.00 to $24.00. The lease term expires in September 2001, at which time the Company will be paying $26.00 per square foot.

The Company rents a furnished apartment in the Phoenix metropolitan area primarily for use as lodging on visits by certain of the Company's officers and directors who do not reside in Phoenix. The Company has signed a six month lease on the apartment. It expires in October 1998. The monthly rent on the apartment is $912.00. Management believes that the lease of the apartment is more economical than reimbursing the visiting officers and directors for hotel lodging.

ITEM 4. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

(a) SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS

| Title of Class | Name and Address of Beneficial Owner | Amount and Nature of Beneficial Owner | % of Class |
|---|---|---|---|
| Common Stock | Tennessee Webb | 1,066,958 | 8.795% |
| Common Stock | Michael MacKay | 1,415,000 | 11.664% |
| Total of All Beneficial Owners: | | 2,471,958 | 20.459% |

(b) SECURITY OWNERSHIP OF MANAGEMENT

| Title of Class | Name and Address of Beneficial Owner | Amount and Nature of Beneficial Owner | % of Class |
|---|---|---|---|
| Common Stock | James Jones | 252,500 | 2.081% |
| Common Stock | William O'Neal | 243,083 | 2.004% |
| Common Stock | Kevin Jones | 252,500 | 2.081% |
| Common Stock | Richard Rice | 91,000 | 0.750% |
| Common Stock | Michael MacKay | 1,415,000 | 11.664% |
| Common Stock | John Williams | 50,000 | 0.412% |
| Common Stock | Walter Vogel | 100,000 | 0.824% |
| Common Stock | Harold Roberts | 233,000 | 1.921% |
| Common Stock | Tennessee Webb | 1,066,958 | 8.795% |
| Common Stock | Peter de Krey (1) | 258,688 | 2.132% |
| Total of all Management | | 3,962,729 | 32.67% |

(1) Mr. de Krey's Common Stock ownership quantity and percentage figures include 25,000 shares of Common Stock owned by his spouse, Karen Sotomayor, of whose shares he disclaims actual ownership or the right to assert control.

(c) CHANGES IN CONTROL



There are no arrangements which may result in a change in control in the Company.

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

The following are the names, positions, municipalities of residence and relevant backgrounds of key personnel of the Company.

(a) DIRECTORS AND EXECUTIVE OFFICERS

KEVIN L. JONES (Age 42), President and Director,
Phoenix, Arizona.

1997 to Present: Renaissance International Group, Ltd.
Treasurer, Chief Financial Officer, and President.
1995 to Present: Director of Berry-Shino Securities, Inc.
1988 to 1996: Chief Financial Officer of Alanco Environmental Resources Corporation, a Nasdaq listed public company. Mr. Jones served as President of Alanco in 1995.

TENNESSEE WEBB (Age 54), Chairman of the Board of Directors,
Phoenix, Arizona.

1996 to Present: Renaissance International Group, Ltd., Chairman of the Board of Directors.
1996: Digital Masters Library Corp., Phoenix, AZ. Business advisor.
1995: UMS Corp., Phoenix, AZ., Business advisor.
1994: Don Crampton & Associates, Phoenix, AZ. Business advisor.
1993: Alpha Pacific Corp., Memphis, TN. Business advisor.

Mr. Webb holds a B.Sc. from Milligan College, in Tennessee and an LLB. from the University of Ottawa, Ottawa, Canada. He completed his articles at the International law firm of Olsler Hoskin & Harcourt, and was admitted to the Bar as Barrister-at-Law at Osgoode Hall, Toronto, Canada.

MICHAEL MACKAY (Age 40), Chief Technology Officer. Santa Clara, CA.

1996 to Present: Renaissance International Group, Ltd., Chief Technology Officer.
1992 to Present: Renaissance Center, President and Chief Technology Officer. Founder of consulting firm operating as a virtual corporation by incorporating a network of teams' structure. This organization has contributed significantly to the development of high end media projects. Associated projects include, among others: (i) GM Hughes Electronics' Hughes Satellite Communications, Analyst under contract to lead the team to generate the test procedures for bringing system on line; (ii) SunUP Design Systems, design engineering



for next generation broadcast automation system for large multichannel installations; (iii) DiviCom, provided comparative market product research, needs assessment and technical documentation; and (iv) MEASAT Malaysian DBS, designed and generated request for proposal documents for the Malaysian DBS system ASTRO MEASAT and participated in award of contract proposal.
1989 to 1992: Sony Corp., Director of New Products and Technology at Sony's Advanced Video Technology Center.

PETER de KREY (Age 44), Vice President of International Business Development and Secretary.

1991 to Present: Renaissance International Group, Ltd. Vice President of International Business Development and Secretary.
1981 to 1992: Schlumberger GmbH. Manager and Field Engineer in the United Kingdom. Schlumberger is a high-tech service company to the oil industry. Mr. de Krey held technical, marketing, sales and operations management positions in six different countries.

Mr. de Krey received a Bachelors of Science in Marine Engineering from Amsterdam Marine Engineering College in 1976. Through Schlumberger Mr. de Krey obtained the equivalent of a Bachelor of Science in Electrical Engineering in the United Kingdom. Mr. de Krey speaks four languages fluently (English, Dutch, German and French).

WALTER VOGEL (Age 58), Director.

March 1998 to Present: Renaissance International Group, Ltd., Director.
1990 to Present: MC Management GmbH, Owner and President of German management consulting firm.

HAROLD ROBERTS (Age 70), Director. Santa Fe, New Mexico.

1996 to Present: Renaissance International Group, Ltd., Director.
1996 to Present: SunRay Oil Company, a Nevada corporation, President and Director.
1996 to Present: Candu, Inc. a Nevada corporation, Secretary, Treasurer and Director.
1994 to Present: Verilite Aircraft Corporation, a New Mexico corporation, President and a Director.
1955 to Present: Mr. Roberts maintains a private law practice in Santa Fe, NM.

Mr. Roberts is a graduate of the University of Colorado Law School where he was an editor of the Rocky Mountain Law Review. Mr. Roberts was admitted to the Bar in New Mexico in 1955.



JOHN WILLIAMS (Age 38), Chief Financial Officer. Phoenix, Arizona.

March 1998 to Present: Renaissance International Group, Ltd. Chief Financial Officer.
1996 to March 1998: Bell Sports Corp., Vice President of Finance and Controller.
1994 to 1995: MicroAge Computer Corporation, Assistant Controller.
1989 to 1994: Price Waterhouse LLP, Senior Audit Manager.

Mr. Williams is a graduate of the University of Rhode Island (B.S. in Accounting). He became a Certified Public Accountant in 1984, and is a Member of the Connecticut Society of Certified Public Accountants and of the American Institute of Certified Public Accountants.

WILLIAM D. O'NEAL (Age 38), Senior Vice President, General Counsel and Director. Phoenix, Arizona.

October 1997 to Present: Renaissance International Group, Ltd., Senior Vice President, General Counsel and Director.
1995 to 1997: Quarles and Brady, Phoenix, AZ, Attorney at Law.
1994 to 1995: Beus, Gilbert & Morrill, Phoenix, AZ, Attorney at Law.
1993 to 1994: O'Connor Cavanaugh, Phoenix, AZ, Attorney at Law.

In 1984, Mr. O'Neal received his undergraduate degree in Professional Music from Berklee College of Music, Boston, MA. Mr. O'Neal is a graduate of University of Oregon School of Law, Eugene, OR. (1991). Mr. O'Neal was admitted to the Alaska Bar in 1991 and the Arizona Bar in 1993.

JAMES JONES (Age 26), Vice President of Finance and Investor Relations. Phoenix, Arizona.

1996 to Present: Renaissance International Group, Ltd., Vice President of Finance and Investor Relations.
1994 to 1996: Alanco (Beijing) Environmental Resources Technology, a division of Alanco Environmental Resources Corporation, a Nasdaq listed company. President. This division employed eight employees at the time.
1991 to 1994: Alanco Environmental Resources Corporation, Director of Investor Relations.

(b) SIGNIFICANT EMPLOYEES

RICHARD RICE, (Age 42), Director of Engineering. Mr. Rice oversees and manages various engineering projects. Mr. Rice holds a B.S. in Electrical Engineering from Arizona State University (1979).

(c) FAMILY RELATIONSHIPS



James Jones is the nephew of Kevin L. Jones and he is the step-son of Richard Rice.

(d) INVOLVEMENT IN CERTAIN LEGAL PROCEEDINGS

There are no legal proceedings to report.

ITEM 6. EXECUTIVE COMPENSATION

(a) SUMMARY COMPENSATION TABLE

<TABLE>
<CAPTION>

| Name and Position | Year | Salary (US$) | Bonus ($) | Other Annual Compen-sation ($) | Restric-ted Stock Award(s) ($) | Securities Underly-ing Options/ SARs (#) | LTIP Payouts ($) | All Other Compensation ($) |
|---|---|---|---|---|---|---|---|---|
| <S> | <C> | <C> | <C> | <C> | <C> | <C> | <C> | <C> |
| Tennessee Webb | 1997 | 82,344 | 0 | 18,000 | 3,300 | 0 | 0 | 0 |
| Michael MacKay | 1997 | 64,329 | 0 | 46,600 | 1,655 | 0 | 0 | 0 |
| Peter de Krey | 1997 | 61,224 | 0 | 0 | 1,655 | 0 | 0 | 0 |
| James Jones | 1997 | 20,000 | 0 | 46,600 | 1,655 | 0 | 0 | 0 |
| Kevin Jones | 1997 | 20,000 | 0 | 40,000 | 1,655 | 0 | 0 | 0 |

</TABLE>

(b) OPTION/SAR GRANTS IN LAST FISCAL YEAR (INDIVIDUAL GRANTS)

None

(c) AGGREGATED OPTION/SAR EXERCISES IN LAST FISCAL YEAR AND FY-END OPTION/SAR VALUES

None

(d) LONG-TERM INCENTIVE PLANS -- AWARDS IN LAST FISCAL YEAR

None

(e) COMPENSATION OF DIRECTORS

1. Standard Arrangements.

The members of the Company's Board of Directors are reimbursed for



actual expenses incurred in attending Board meetings.

2. Other Arrangements.
There are no other arrangements.

(f) EMPLOYMENT CONTRACTS AND TERMINATION OF EMPLOYMENT, AND CHANGE-IN-CONTROL ARRANGEMENTS

There were no employment contracts among the Company and any of its management at the end of the 1997 fiscal year. Subsequently, each member of management has entered into an employment contract with the Company. These contracts are attached as Exhibit 4 (i).

(g) REPORT ON REPRICING OF OPTIONS/SARS.

None.

ITEM 7. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

The Company acquired 300,000 shares of Nuclear Corporation of New Mexico (NCNM) for $20,000. These shares became assets of Renaissance Center, Inc. and the proceeds of the sale were used by the management of NCNM to complete the due diligence resulting in the Agreement and Plan of Merger between the two companies. On July 2, 1997, Renaissance Center, Inc. ceased to exist as a separate entity and NCNM changed its name to Renaissance International Group, Ltd. The 300,000 shares acquired in this transaction were distributed to various officers of RIGL as bonuses for completing the merger.

The Company issued 3,632,916 shares to Company officers in exchange for the right, title and interest to proprietary technology.

The Company issued 382,250 common shares in exchange for services rendered of which 339,500 were issued to Company officers for services rendered in acquiring contract for a high-technology center at Bablesberg, Germany.

ITEM 8. LEGAL PROCEEDINGS

There are no legal proceedings to report involving the Company or its management.

ITEM 9. MARKET PRICE FOR REGISTRANT'S COMMON EQUITY AND OTHER SHAREHOLDER MATTERS

(a) MARKET INFORMATION

The Company's Common Stock is valued at $1.875 per share based upon the last transaction occurring before the market close on April 1, 1998. The Company's stock is listed for sale on the OTC Electronic Bulletin Board. However, certain of the Company's shareholders

have made private sale transactions through the Company. Currently, the Company does not have a stock option plan.

On October 20, 1997, Berry-Shino securities of Phoenix, Arizona received clearance from the NASD to trade the Company's common stock on the Electronic Bulletin Board Quotation System under the symbol "RNIG." The Company received a new CUSIP number on October 21, 1997 and the first trade was executed on October 22, 1997. During calendar year 1997, 3,204,800 shares were sold to 120 individuals pursuant to Regulation D. Certificates for these securities were issued with restrictive legends. Of these shares, 100,000 were purchased by Walter Vogel, a director of the Registrant, and may only be publicly sold pursuant to Rule 144.

(b) HOLDERS

There are 584 holders of the Company's Common Stock.

(c) DIVIDENDS

The Company has paid no dividends to date on its Common Stock. The Company reserves the right to declare a dividend when operations merit.

ITEM 10. RECENT SALES OF UNREGISTERED SECURITIES

Effective October 22, 1997 warrants were issued to existing stockholders to acquire 1,180,800 preferred shares at a price of $2.00 per share and 750,000 common shares at a price $2.30 per share. The warrants expire on October 22, 1999.

Management had previously approved 2,000,000 shares of Series A.1 Preferred Stock under similar terms to that of the Series A Preferred Stock. As of December 31, 1997, the Company had received subscriptions totalling $961,250.

During the year ended September 30, 1997, the Company completed the following stock transactions from its authorized but unissued capital shares:

Payments in the amount of $2,266,600 were received on Series A Preferred Stock subscriptions and $2,670 received on common stock subscriptions. Costs and expenses relating to these sales totalled $62,500 of which $60,000 was converted into preferred shares at the request of the selling agents.

The Company issued 217,250 common shares in exchange for services rendered.

During the year ended September 30, 1996, the Company completed the following stock transactions from its authorized but unissued



capital shares.

The Company began a private placement of its Series A Preferred Stock and Series A.1 Preferred Stock in September 1996. The private placement was for 3,000,000 shares at a price of $1.00 per share. These shares carried a conversion to common on a 1 for 1 basis when the Company became publicly traded and listed on an exchange. This occurred in the fall 1997, and all Series A Preferred and Series A.1 Preferred have now been converted to common. Payments in the amount of $35,000 were received in the Preferred Stock subscriptions.

The Company issued 1,010,814 shares for cash. Cash in the amount of $250 was received in exchange for these shares and subscriptions receivable in the amount of $3,470 was recorded.

The following table sets forth the sale of unregistered securities by the

Company during the three years ended March 31, 1998. Of the holders depicted, all except for 92 of the holders, acquired their shares from Josepthal, Lyon & Ross GmbH in Germany. Each of these holders is a European resident. The Company sold the shares to Josepthal Lyon & Ross in a transaction exempted from Section 5 of the Securities Act of 1933 in reliance upon Regulation S (Rules 901 through 905).

| Purchaser Name | Date | Security(1) | Total Consideration (2)(3) |
|---|---|---|---|
| 491517 Ontario, Inc. | 10/02/96 | 25,000 | 25,000 |
| Abdin, Oussama | 02/24/97 | 110,000 | 110,000 |
| Agar, Ronald | 10/02/96 | 25,000 | 25,000 |
| Alraqbani, S. Mohammed | 02/24/97 | 100,000 | 100,000 |
| Apel, Manfred | 09/29/97 | 10,000 | 10,000 |
| Apel, Manfred | 11/18/97 | 5,000 | 5,000 |
| Apitzsch, Wolfgang Dr. | 10/11/97 | 3,000 | 3,000 |
| Apitzsch, Wolfgang Dr. | 11/18/97 | 1,500 | 1,500 |
| Baker Bros. Title Co. | 03/15/97 | 10,000 | 10,000 |
| Bartel, Joern | 10/17/97 | 3,000 | 3,000 |
| Bartel, Joern | 11/18/97 | 10,000 | 10,000 |
| Bartonek, Roger | 09/29/97 | 5,000 | 5,000 |
| Bartonek, Alexander | 11/18/97 | 3,000 | 3,000 |
| Bauer, Heidemarie | 09/29/97 | 10,000 | 10,000 |
| Baeder, Udo | 12/10/97 | 80,000 | 80,000 |
| Baumeister, Wolfgang | 11/18/97 | 5,400 | 5,400 |
| Banghard, Egon | 11/18/97 | 100,000 | 100,000 |
| Bechmann, Dr. Horst | 11/18/97 | 2,400 | 2,400 |
| Bentlage, Dirk | 09/29/97 | 4,000 | 4,000 |
| Bergmann, Udo | 09/29/97 | 3,415 | 3,415 |
| Bergmann, Udo | 11/18/97 | 2,500 | 2,500 |
| Bernd, Andreas | 09/29/97 | 5,000 | 5,000 |
| Bidlingmaier, Dieter | 11/18/97 | 5,000 | 5,000 |



| | | | |
|---|---|---|---|
| Bilinski, Horst | 11/18/97 | 2,000 | 2,000 |
| Blanke, Juergen | 09/29/97 | 51,500 | 51,500 |
| Blanke, Juergen | 11/18/97 | 20,000 | 20,000 |
| Brauemer, Reinhold | 11/18/97 | 225,000 | 225,000 |
| Braun, D. Karl | 11/18/97 | 1,500 | 1,500 |
| Breu, Manfred | 09/29/97 | 7,500 | 7,500 |
| Brinkmann, Willi | 10/17/97 | 18,000 | 18,000 |
| Brunner, Adolf | 09/29/97 | 5,000 | 5,000 |
| Bryner, Joseph B. | 12/04/96 | 10,000 | 10,000 |
| Bryner, Joseph B. | 06/28/97 | 10,000 | 10,000 |
| Bubeck, Wolfgang | 10/17/97 | 4,000 | 4,000 |
| Budny, Silvia | 09/29/97 | 3,000 | 3,000 |
| Buesching, Gerhard | 11/18/97 | 2,000 | 2,000 |
| Christ, Lothar | 11/18/97 | 40,500 | 40,500 |
| Cicinelli, David A. | 08/22/97 | 10,000 | 10,000 |
| Courtin, Michael | 11/18/97 | 8,500 | 8,500 |
| Cronberger, Hans-Joachim | 11/18/97 | 5,500 | 5,500 |
| Daniels Family Trust, Gene F. & Maria Rose | 03/15/97 | 10,000 | 10,000 |
| DeHesse, Valdemar & Ellen | 12/10/97 | 10,000 | 10,000 |
| Dekker, Marcel | 02/22/97 | 50,000 | 50,000 |
| Delmastro, Thomas J. | 02/05/97 | 50,000 | 50,000 |
| Deylitz, Heinz | 11/18/97 | 5,000 | 5,000 |
| Diener, Thomas | 09/29/97 | 5,000 | 5,000 |
| Dietrich, Karl | 09/29/97 | 5,000 | 5,000 |
| Dittmann, Lothar | 09/29/97 | 3,000 | 3,000 |
| Doering, Clemens | 09/29/97 | 15,000 | 15,000 |
| Doering, Clemens | 11/18/97 | 5,000 | 5,000 |
| Donnerstag, Dr. Hans Christian | 03/26/97 | 20,000 | 20,000 |
| Drautz, Siegfried | 12/10/97 | 10,000 | 10,000 |
| Droose, Marion | 01/07/98 | 2,500 | 2,500 |
| Duffy, Gary Patrick | 07/01/97 | 15,000 | 15,000 |
| Duzniak, Pawel | 09/29/97 | 7,000 | 7,000 |
| Duzniak, Pawel | 11/18/97 | 3,000 | 3,000 |

| | | | |
|---|---|---|---|
| Marketing Def. Ben. Pension Plan - Marston, Eric | 09/12/96 | 10,000 | 10,000 |
| Eckert, Matthias | 09/29/97 | 5,000 | 5,000 |
| Eckert, Matthias | 11/18/97 | 5,000 | 5,000 |
| Edinger, Christian | 11/06/97 | 20,000 | 20,000 |
| Eggink, Evert | 05/30/97 | 100,000 | 100,000 |
| Emblin trust 8/7/91, Robert T. & Janet L. | 12/12/96 | 5,000 | 5,000 |
| Embs, Klaus J. | 03/26/97 | 10,000 | 10,000 |
| Eschmann, Hans-Juergen | 09/11/97 | 10,000 | 10,000 |
| Fabian, Dieter | 09/29/97 | 2,000 | 2,000 |
| Fabriz, Siegfried | 09/29/97 | 6,000 | 6,000 |
| Fabriz, Siegfried | 11/18/97 | 6,000 | 6,000 |
| Fahl, Albert | 09/29/97 | 3,000 | 3,000 |
| Falke, Eckhard | 01/07/98 | 5,000 | 5,000 |



| | | | |
|---|---|---|---|
| Faller, Peter | 09/29/97 | 3,000 | 3,000 |
| Feit, Gernot | 02/20/98 | 28,000 | 28,000 |
| Fichtner, Gerald | 10/02/97 | 3,000 | 3,000 |
| Fichtner, Gerald | 01/07/98 | 1,000 | 1,000 |
| Fischer, Ralf | 09/29/97 | 3,000 | 3,000 |
| Flynn, Philip G. | 02/25/97 | 25,000 | 25,000 |
| Fossey, Heidi J.E. | 12/12/96 | 5,000 | 5,000 |
| Fredrich, Horst | 09/29/97 | 20,000 | 20,000 |
| Fredrich-Christ, Kirstin | 09/29/97 | 20,000 | 20,000 |
| Friedhofen, Rolf | 03/25/97 | 10,000 | 10,000 |
| Fuchs, Erwin | 09/29/97 | 8,000 | 8,000 |
| Gebel, Dr. Joachim | 09/29/97 | 10,600 | 10,600 |
| Gebel, Dr. Joachim | 11/18/97 | 7,200 | 7,200 |
| George, Joerg | 09/29/97 | 3,000 | 3,000 |
| Gildhuis, Rainer | 03/28/97 | 20,000 | 20,000 |
| Glass, John Ryan | 01/06/97 | 3,000 | 3,000 |
| Glass, Jeffrey M. | 01/06/97 | 1,500 | 1,500 |
| Glass, John F. & Sally | 01/06/97 | 10,000 | 10,000 |
| Glass, John in trust for Chelsea | 01/06/97 | 1,500 | 1,500 |
| Goetz, Gert | 09/29/97 | 1,500 | 1,500 |
| Goetz, Gert | 01/07/98 | 1,500 | 1,500 |
| Goethe, Thomas | 01/07/98 | 2,500 | 2,500 |
| Goldberg, Rhonda | 10/02/96 | 10,000 | 10,000 |
| Goldhar, Meyer | 10/28/96 | 10,000 | 10,000 |
| Goltz, Andreas | 09/29/97 | 4,500 | 4,500 |
| Goltz, Andreas | 07/01/96 | 1,000 | 1,000 |
| Gottlieb, Brian J. | 11/28/96 | 5,000 | 5,000 |
| Gottlieb, Carly | 10/28/96 | 10,000 | 10,000 |
| Gottlieb, Shaila | 10/28/96 | 10,000 | 10,000 |
| Gottlieb, Elyse | 10/28/96 | 10,000 | 10,000 |
| Grabmeier, Josef | 09/29/97 | 6,000 | 6,000 |
| Graham, Cathy | 10/03/96 | 10,000 | 10,000 |
| Graham, Bruce A. | 11/29/96 | 15,000 | 15,000 |
| Graham Family Trust | 01/06/97 | 10,000 | 10,000 |
| Grant, Karen L. | 07/01/97 | 10,000 | 10,000 |
| Great SW Mortg. Corp. | 11/29/96 | 10,000 | 10,000 |
| Great SW Mortg. Corp. | 03/17/97 | 20,000 | 20,000 |
| Grobe, Patrik | 09/29/97 | 15,000 | 15,000 |
| Grobe, Patrik | 01/07/98 | 5,000 | 5,000 |
| Gross, Gerd | 09/29/97 | 3,000 | 3,000 |
| Haberecht, Ralph | 09/29/97 | 2,000 | 2,000 |
| Haegele, Wolfgang | 09/29/97 | 6,000 | 6,000 |
| Harries, Guenther | 01/07/98 | 3,500 | 3,500 |
| Heichel, Wolfgang | 10/17/97 | 5,500 | 5,500 |
| Hein, Harley & Janet | 10/22/96 | 10,000 | 10,000 |
| Hein, Herbert | 09/29/97 | 3,500 | 3,500 |
| Hellwage, Albert | 01/07/98 | 5,000 | 5,000 |
| Henschel, Edward C. | 06/16/97 | 65,000 | 65,000 |
| Henschel, Edith G. | 11/25/97 | 22,000 | 22,000 |
| Hermann, Rolf | 09/29/97 | 80,000 | 80,000 |

| | | | |
|---|---|---|---|
| Hermann, Rolf | 12/10/97 | 60,000 | 60,000 |
| Herold, Armin | 09/29/97 | 6,900 | 6,900 |
| Highsmith, Robert | 11/12/96 | 5,000 | 5,000 |
| Hill, Eric | 12/13/96 | 100,000 | 100,000 |
| Hines, Scott | 08/27/97 | 20,000 | 20,000 |
| Hirschfelder, Hans | 09/29/97 | 32,000 | 32,000 |
| Hoffman, Helga | 01/07/98 | 5,000 | 5,000 |
| Hofmann, Richard | 09/29/97 | 7,000 | 7,000 |
| Hood, Patricia | 10/28/96 | 20,000 | 20,000 |
| Hood Patricia | 07/01/97 | 5,000 | 5,000 |
| Hubbard Ford, Karen | 12/23/97 | 46,000 | 46,000 |
| Huettinger, Konrad | 09/29/97 | 8,000 | 8,000 |
| Huettinger, Konrad | 01/07/98 | 3,000 | 3,000 |
| ISG Capital Markets GmbH | 01/07/98 | 2,100 | 2,100 |
| ISC Capital Markets GmbH | 12/10/97 | 12,000 | 12,000 |
| ISC Capital Markets GmbH | 02/19/98 | 1,000 | 1,000 |
| Ivie, Sherry | 10/28/96 | 5,000 | 5,000 |
| Jaenicke, Juergen | 09/29/97 | 30,000 | 30,000 |
| Jaenicke, Juergen | 02/20/98 | 10,000 | 10,000 |
| Jaramillo, Susan | 10/28/96 | 5,000 | 5,000 |
| Jell, Anton | 09/29/97 | 4,000 | 4,000 |
| Jesemann, Guido | 09/29/97 | 3,000 | 3,000 |
| Jones, Richard H. | 03/15/97 | 5,000 | 5,000 |
| Juenger, Britta | 11/25/97 | 1,000 | 1,000 |
| Kallabis, Stefan | 02/20/98 | 50,000 | 50,000 |
| Karl, Stefan | 09/29/97 | 25,000 | 25,000 |
| Karl, Stefan | 02/20/98 | 10,000 | 10,000 |
| Karle, Erhard | 09/29/97 | 3,000 | 3,000 |
| Karle, Erhard | 02/20/98 | 2,500 | 2,500 |
| Karow, Michael | 09/29/97 | 10,000 | 10,000 |
| Karow, Michael | 11/18/97 | 5,000 | 5,000 |
| Kasberger, Siegfried | 09/29/97 | 6,000 | 6,000 |
| Kasberger, Siegfried | 02/20/98 | 7,000 | 7,000 |
| Kilgus, Guenther E. | 09/29/97 | 9,000 | 9,000 |
| Kiwan, Anis | 09/29/97 | 5,000 | 5,000 |
| Kiwan, Anis | 02/20/98 | 10,000 | 10,000 |
| Klingelhoefer, Ralf | 09/29/97 | 7,500 | 7,500 |
| Klingner, Dr. Walter | 02/20/98 | 5,000 | 5,000 |
| Koblitz, Siegmar | 09/29/97 | 3,000 | 3,000 |
| Koenig, Kurt | 09/29/97 | 10,000 | 10,000 |
| Koehler, Franz-Josef | 02/20/98 | 5,000 | 5,000 |
| Kompauer, Fred | 09/11/97 | 6,000 | 6,000 |
| Kopplin, Karl-Heinz | 09/29/97 | 2,000 | 2,000 |
| Kopplin, Karl-Heinz | 02/20/98 | 2,000 | 2,000 |
| Kreckel, Reinhard | 09/29/97 | 10,000 | 10,000 |
| Kreienbuehl, Beat | 09/29/97 | 5,000 | 5,000 |
| Kreienbuehl, Beat | 02/20/98 | 2,500 | 2,500 |
| Kubler, Hans-Joerg | 09/29/97 | 3,000 | 3,000 |
| Kuenzlen, Martin | 10/17/97 | 3,000 | 3,000 |
| Langreck, Ingo | 09/29/97 | 2,000 | 2,000 |
| Lebbe, Agnes | 02/20/98 | 5,000 | 5,000 |
| Leimlehner, Sabine | 09/29/97 | 5,000 | 5,000 |



| | | | |
|---|---|---|---|
| Leimlehner, Sabine | 02/20/98 | 2,500 | 2,500 |
| Lembo, Lawrence | 08/18/97 | 5,000 | 5,000 |
| Lenz, Siegfried | 09/28/97 | 8,000 | 8,000 |
| Lenz, Siegfried | 02/20/98 | 4,000 | 4,000 |
| Lindzon, Howard | 10/03/96 | 25,000 | 25,000 |
| Lindzon, Sandra | 10/03/96 | 25,000 | 25,000 |
| Loibl, Nicolas | 09/29/97 | 3,000 | 3,000 |
| Luerzer, Walter | 10/17/97 | 30,000 | 30,000 |
| Maschmeyer, Hainfried | 09/29/97 | 5,000 | 5,000 |
| Massman, Sheila | 10/28/96 | 5,000 | 5,000 |
| Mertens, Helmut | 02/20/98 | 5,000 | 5,000 |
| Meyer, Friedel | 09/29/97 | 5,000 | 5,000 |
| Meyers, Mark | 09/03/97 | 10,000 | 10,000 |
| Miller, Kenneth J. | 03/15/97 | 5,000 | 5,000 |
| Mishkin, Keith | 02/12/97 | 25,000 | 25,000 |
| Mitcham, Franklin D. | 09/19/96 | 5,000 | 5,000 |
| Micham Profit Sharing Plan, Franklin D. | 12/23/96 | 15,000 | 15,000 |

| | | | |
|---|---|---|---|
| Mueller, Dr. Christian | 09/29/97 | 3,000 | 3,000 |
| Neff, Peter & Michele | 09/11/96 | 10,000 | 10,000 |
| Neth, Claus | 09/29/97 | 35,000 | 35,000 |
| Oettinger, Helmut | 02/20/98 | 3,000 | 3,000 |
| Obraczka, Michael | 09/11/97 | 20,000 | 20,000 |
| Oehler, Fritz | 09/29/97 | 5,000 | 5,000 |
| Ott, Franz | 02/20/98 | 3,000 | 3,000 |
| Petrotta, Gianmaria | 02/20/98 | 5,000 | 5,000 |
| Pralow, Uta | 09/29/97 | 8,000 | 8,000 |
| Pronk, Fillippus | 09/29/97 | 4,000 | 4,000 |
| Ranke, Stef | 11/15/96 | 15,000 | 15,000 |
| Rauch, Dr. Juergen | 09/29/97 | 5,000 | 5,000 |
| RB Advancement, Inc. | 09/29/97 | 10,000 | 10,000 |
| Reilly, James A. | 06/30/97 | 10,000 | 10,000 |
| Reimann, Dr. Peter | 09/29/97 | 10,500 | 10,500 |
| Reimers, Karl-Heinz | 09/29/97 | 5,000 | 5,000 |
| Reimers, Karl-Heinz | 02/20/98 | 1,000 | 1,000 |
| Rieth, Mark F. | 11/29/96 | 10,000 | 10,000 |
| Roberts, Richard B. | 04/03/97 | 12,500 | 12,500 |
| Roberts Family Trust George R. & Gail M. | 04/03/97 | 12,500 | 12,500 |
| Roberts Family Trust Peter W. & Patricia A. | 04/03/97 | 12,500 | 12,500 |
| Roberts Family Trust Thomas R. & Stacey A. | 04/03/97 | 12,500 | 12,500 |
| Roggensack, Peter | 09/29/97 | 3,000 | 3,000 |
| Roussinos, Michael | 09/29/97 | 2,360 | 2,360 |
| Roussinos, Michael | 01/07/98 | 17,640 | 17,640 |
| Ruetten, Ludger | 03/15/97 | 10,000 | 10,000 |
| Rugolos, JTWROS, Barbara Jane & Louis | 08/18/97 | 25,000 | 25,000 |
| Saplis, Jeff | 10/16/96 | 25,000 | 25,000 |
| Saplis, Jeff | 07/01/97 | 25,000 | 25,000 |
| Sargon, Channa | 10/28/96 | 5,000 | 5,000 |



| | | | |
|---|---|---|---|
| Sattari, Schanin | 09/29/97 | 11,000 | 11,000 |
| Sauer, Juergen | 09/29/97 | 4,000 | 4,000 |
| Schattinger, Vinzenz | 09/29/97 | 100,000 | 100,000 |
| Schechter, Shai | 10/28/96 | 10,000 | 10,000 |
| Schenk, Gerhard | 09/29/97 | 3,000 | 3,000 |
| Schenk, Gerhard | 02/20/98 | 3,000 | 3,000 |
| Schippel, Dr. Karl W. | 09/11/97 | 70,475 | 70,475 |
| Schippel, Dr. Karl W. | 02/20/98 | 42,000 | 42,000 |
| Schmalt, Peter | 09/29/97 | 3,000 | 3,000 |
| Schmauss, Fred | 09/16/96 | 5,000 | 5,000 |
| Schoensiegel, Hans-Peter | 09/29/97 | 10,000 | 10,000 |
| Scholz, Erich | 09/29/97 | 12,000 | 12,000 |
| Schumann, Klaus | 09/29/97 | 3,000 | 3,000 |
| Schusser, Heidi | 02/20/98 | 5,000 | 5,000 |
| Schwabe, K. | 02/20/98 | 3,500 | 3,500 |
| Schwanitz, Achim | 09/29/97 | 3,000 | 3,000 |
| Schweizer, Edgar | 01/07/98 | 250,000 | 250,000 |
| Seiz, Walter | 06/16/97 | 65,000 | 65,000 |
| Sernaker, Sandy | 10/28/96 | 5,000 | 5,000 |
| Sifferlinger, Peter | 09/29/97 | 5,000 | 5,000 |
| Smee, Judy M. | 08/12/97 | 10,000 | 10,000 |
| Sorenson, Alfred R. | 08/22/97 | 10,000 | 10,000 |
| Spens, Guenther | 11/25/97 | 7,800 | 7,800 |
| Stang, Klaus | 09/29/97 | 6,000 | 6,000 |
| Stelter, Martin | 11/18/97 | 3,000 | 3,000 |
| Stollenmeier, Kurt | 02/20/98 | 5,000 | 5,000 |
| Suleiman, David | 02/20/98 | 4,600 | 4,600 |
| Susser, Norman | 10/07/97 | 10,000 | 10,000 |
| Teuber, Udo | 09/29/97 | 7,000 | 7,000 |
| Tortora, Eleanor | 02/12/97 | 25,000 | 25,000 |
| Tradepack, Inc. | 04/29/97 | 20,000 | 20,000 |
| Traum, Joerg | 09/29/97 | 3,000 | 3,000 |
| Trentin, Rainer | 09/29/97 | 10,000 | 10,000 |
| Van Maanen, F.E. | 09/29/97 | 5,000 | 5,000 |
| VanSickle, John & Lisa | 08/23/97 | 37,000 | 37,000 |
| VanSickle, Joseph W. | 08/23/97 | 10,000 | 10,000 |
| VanSickle in trust for | | | |

| | | | |
|---|---|---|---|
| Breanna L.; John W. VanSickle, in trust for Michael A. | 08/23/97 | 10,000 | 10,000 |
| | 08/23/97 | 10,000 | 10,000 |
| Van Woensel, Guido | 02/20/98 | 3,000 | 3,000 |
| Vogel, Edletraud | 09/29/97 | 5,000 | 5,000 |
| Vogel, Walter | 03/05/97 | 100,000 | 100,000 |
| Vogel, Guenther | 09/29/97 | 3,000 | 3,000 |
| Vogel, Guenther | 02/20/98 | 5,000 | 5,000 |
| VonHahn, Cecile | 10/02/97 | 5,000 | 5,000 |
| Wagner, Thorsten | 09/29/97 | 100,000 | 100,000 |
| Wagner, Thorsten | 01/07/98 | 100,000 | 100,000 |
| Wattnem, Shelly | 10/28/96 | 5,000 | 5,000 |
| Wattnem Revocable Trust, Bonnie May | 10/28/96 | 30,000 | 30,000 |
| Wattnem Revocable Trust, | | | |



| | | | |
|---|---|---|---|
| Bonnie May | 12/23/96 | 20,000 | 20,000 |
| Wattnem Revocable Trust, Bonnie May | 04/15/97 | 30,000 | 30,000 |
| Welle, Dr. Oliver | 09/29/97 | 33,750 | 33,750 |
| Welle, Dr. Oliver | 01/07/98 | 10,500 | 10,500 |
| Wende, Goetz | 10/17/97 | 6,000 | 6,000 |
| Wendler, Ralf | 08/04/97 | 10,000 | 10,000 |
| Wenzel, Jutta | 09/29/97 | 1,500 | 1,500 |
| Werner, Kurt | 09/29/97 | 5,000 | 5,000 |
| Wibbelink, J. | 01/07/98 | 25,000 | 25,000 |
| Wild, Ernst | 09/11/97 | 10,000 | 10,000 |
| Wild, Ernst | 09/29/97 | 10,000 | 10,000 |
| Winham Trust, Kenneth C. and Vicky L. | 03/15/97 | 10,000 | 10,000 |
| Winkler, Ferdinand | 02/20/98 | 5,000 | 5,000 |
| Wirrig, Steven R. | 09/19/96 | 5,000 | 5,000 |
| Wobig, Thorsten | 09/29/97 | 5,000 | 5,000 |
| Wolpert, Bernd | 03/26/97 | 20,000 | 20,000 |
| Wonschik, Dr. Christo | 02/20/98 | 3,000 | 3,000 |
| Wundersee, Dr. Wolf | 02/20/98 | 3,000 | 3,000 |
| Zehendner, Christian | 09/29/97 | 10,000 | 10,000 |
| Zindel, Holger | 02/20/98 | 3,600 | 3,600 |
| Zeisberg, Gerald | 09/29/97 | 6,000 | 6,000 |
| | | 4,427,240 | 4,427,240 |

(1) All securities are Common Shares. All holders have a one for two warrant to acquire one half of the shares currently owned, as depicted above, at the OTC Electronic Bulletin Board initial trading price which was $2.00 per share.

(2) Consideration received was $1.00 per share in each instance.

(3) Each share sold was sold in reliance upon certain exemptions from the registration provisions of Section 5 of the Securities Act of 1933. These exemptions include Rules 505 and 506 of Regulation D promulgated under Sections 3(b) and 4(2) in that each purchaser was provided with a private placement memorandum describing all material information about the Company and which complied with the model form contained in Form 1-A for such documents and the offering amount was within the limits permitted by such rules.

ITEM 11. DESCRIPTION OF SECURITIES

Common Stock: The Company is authorized to issue up to 25,000,000 shares of its $.001 par value common stock. Each share is entitled to one vote on matters submitted to a vote of the shareholders of the Company. There is no cumulative voting of the common stock. The common stock shares have no redemption provisions nor any preemptive rights. As of March 31, 1998, there were 12,131,134 shares outstanding.



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ITEM 12. INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Company's By-laws at Article V. provide that 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 from 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 against all expenses, liability and loss (including attorney's fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith.

ITEM 13. FINANCIAL STATEMENTS

The Financial Statements are set forth below, after Item 15, and include audited financial statements for the fiscal years ended September 30, 1997, and September 30, 1996, and unaudited financial statements for the three month periods ended December 31, 1997, and 1996.

(i) Consolidated Financial Statements Renaissance International Group, Ltd. for Fiscal Years Ended September 30, 1997 and 1996.

(ii) Interim Consolidated Financial Statements for the Periods Ended December 31, 1997, and 1996, - Unaudited

ITEM 14. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS

There have been no disagreements on accounting and financial disclosures from the inception of the Company through the date of this Registration Statement.

ITEM 15. INDEX TO EXHIBITS

3. (i) Articles of Incorporation
(ii) Bylaws

10. Material Contracts
(i) Employment Agreement Among Kevin Jones and Renanissance International Group, Ltd.
(ii) Employment Agreement Among Peter de Krey and Renaissance International Group, Ltd.
(iii) Employment Agreement Among James Jones and Renaissance International Group, Ltd.
(iv) Employment Agreement Among John A. Wiliams and



Renaissance International Group, Ltd.
(v) Employment Agreement Among William D. O'Neal and Renaissance International Group, Ltd.
(vi) Memorandum of Understanding Among Tennessee Webb and Renaissance International Group, Ltd.
(vii) The Contract among MDI of Arizona and the Company
(viii) The Contract among Medasys System and the Company

21. (i) Subsidiaries of the Registrant

23. (i) Consent of Experts

27. (i) Financial Data Schedule

RENAISSANCE INTERNATIONAL GROUP, LTD.
(A Development Stage Company)

CONSOLIDATED FINANCIAL STATEMENTS

AS OF DECEMBER 31, 1997 AND 1996



RENAISSANCE INTERNATIONAL GROUP, LTD.
(A Development Stage Company)

CONTENTS





RENAISSANCE INTERNATIONAL GROUP, LTD.
CONSOLIDATED BALANCE SHEETS
(A Development Stage Company)

| | December 31, 1997 | September 30, 1996 |
|---|---|---|
| | (unaudited) | |
| ASSETS | | |
| - ------ | | |
| Current assets: | | |
| Cash and cash equivalents | $2,064,289 | $ 841,702 |
| Accounts receivable | - | - |
| Other receivables | 5,539 | 5,342 |
| Total current assets | 2,069,828 | 847,044 |
| Property and equipment | 106,200 | 87,510 |
| Less accumulated depreciation | (23,172) | (15,814) |

| | | |
|---|---|---|
| Net property and equipment | 83,028 | 71,696 |
| Other Assets | | |
| Organization costs | 1,560 | 1,560 |
| Shareholder loans | 150,141 | 105,841 |
| Other interest bearing loans | 40,000 | 70,000 |
| Proprietary technology | 13,000 | 13,000 |
| Technology rights | - | 10,000 |
| Deposits | 790 | 790 |
| Less accumulated amortization | (390) | (812) |
| Net other assets | 205,101 | 200,379 |
| Total assets | $2,357,957 | $1,119,119 |
| LIABILITIES AND STOCKHOLDERS' EQUITY | | |
| - ---------- | | |
| Current liabilities: | | |
| Accounts payable | $ 227,153 | $ 4,708 |
| Accrued payroll taxes | 24,087 | 22,715 |
| Due to shareholders | 2,460 | 5,103 |
| Total current liabilities | 253,700 | 32,526 |
| Commitments and contingencies | | |
| Stockholders' equity: | | |
| Preferred stock; $.001 par value; | | |
| authorized 15,000,000 shares, | | |
| Series A, 3,000,000 authorized: | | |
| Shares subscribed; 638,400 at | | |
| September 30, 1997 | | 638 |
| Shares issues and outstanding; | | |
| 2,361,600 at September 30, 1997 | | 2,362 |
| Series A.1, 2,000,000 authorized: | | |
| Shares subscribed; 1,038,778 at | | |
| December 31, 1997 | 1,039 | |
| Additional paid-in-capital | 1,037,739 | 2,934,500 |
| Subscriptions receivable | (1,038,778) | (638,400) |
| Total preferred stock | - | 2,299,100 |
| Common stock; $.001 par value; authorized | | |
| 25,000,000 shares; issued and outstanding: | | |
| 10,583,752 and 6,537,530 shares at | | |
| December 31, 1997 and at September 30, | | |
| 1997, respectively | 10,584 | 6,537 |
| Additional paid-in capital | 4,065,358 | 365,005 |
| Subscriptions receivable | - | (800) |
| Total common stock | 4,075,942 | 370,742 |
| Accumulated deficit | (1,971,685) | (1,583,249) |
| Total stockholders' equity | 2,104,257 | 1,086,593 |
| Total liabilities and | | |
| stockholders' equity | $2,357,957 | $1,119,119 |

See accompanying notes to these consolidated financial statements.



RENAISSANCE INTERNATIONAL GROUP, LTD.
CONSOLIDATED STATEMENTS OF OPERATIONS

(A Development Stage Company)
(unaudited)

| | Three Months Ended | |
|---|---|---|
| | December 31, 1997 | December 31, 1996 |
| REVENUE | | |
| Corporate revenue | $ 1,550 | $ 12,500 |
| Royalty income | 32 | 202 |
| Total revenue | 1,582 | 12,702 |
| DIRECT EXPENSE | - | - |
| GROSS PROFIT | 1,582 | 12,702 |
| GENERAL & ADMINISTRATIVE EXPENSE | 378,951 | 274,604 |
| NET OPERATING INCOME (LOSS) | (377,369) | (261,902) |
| Depreciation and amortization | (26,936) | (1,384) |
| Interest income | 15,869 | 849 |
| Net income (loss) | $ (388,436) | $ (262,437) |
| Basic EPS | $ (0.04) | $ (0.04) |
| Diluted EPS | $ (0.04) | $ (0.04) |

See accompanying notes to these consolidated financial statements.



RENAISSANCE INTERNATIONAL GROUP, LTD.
CONSOLIDATED CONDENSED STATEMENTS OF CASH FLOWS
(A Development Stage Company)
(unaudited)

| | Three Months Ended | |
|---|---|---|
| | December 31, 1997 | December 31, 1996 |
| CASH FLOWS PROVIDED BY (USED IN) OPERATING ACTIVITIES: | | |
| Net cash provided by (used in) | | |

| | | |
|---|---|---|
| operating activities | $ (349,145) | $ (294,266) |
| CASH FLOWS PROVIDED BY (USED IN) INVESTING ACTIVITIES: | | |
| Capital expenditures | (18,690) | (27,199) |
| Expenditures to acquire intangible assets | (10,000) | (1,560) |
| Net cash provided by (used in) investing activities | (28,690) | (28,759) |
| CASH FLOWS PROVIDED BY (USED IN) FINANCING ACTIVITIES: | | |
| Proceeds from issuance of common stock | 800 | |
| Proceeds from issuance of preferred stock | 1,599,622 | 536,000 |
| Net cash provided by (used in) financing activities | 1,600,622 | 536,000 |
| Net increase in cash and cash equivalents | 1,222,587 | 212,975 |
| Cash and cash equivalents at beginning of period | 841,702 | 9,345 |
| Cash and cash equivalents at end of period | $2,064,289 | $ 222,320 |

See accompanying notes to these consolidated financial statements



RENAISSANCE INTERNATIONAL GROUP, LTD.
(A Development Stage Company)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1 - ORGANIZATION AND NATURE OF BUSINESS

a. Organization of business

The Company was incorporated as Nuclear Corporation of New Mexico (NCNM) in December 1968 for the purpose of mineral, oil and gas exploration. $300,000 was initially raised for exploration activities and NCNM remained active in this business until 1974. Since 1974, NCNM has been substantially inactive, receiving only residual income from over-riding royalty interest in oil and gas leases.

In April, 1994 NCNM moved its domicile from the state of New Mexico to Nevada. From that period until its combination with Renaissance Center, Inc. (RenCen) NCNM remained substantially inactive.

The management of RenCen instituted a 1 for 2 reverse split of its common stock held by management prior to the combination with NCNM. Subsequently, RenCen decreased the number of authorized shares of common stock, par value $.001, from 50 million to 25 million shares. In addition, the number of shares issued and outstanding were reduced on the basis of 1 for 2 with any scrip shares created as a result of the reverse rounded up to the next whole share. No reduction or alterations were made to the preferred shares of RenCen.

This business combination was accounted for as a pooling of interest. The name of the merged companies was changed to Renaissance International Group, Ltd (the Company) on July 2, 1997.

Subsequent to the reverse split and prior to the combination with NCNM, the outstanding common shares of RenCen were 5,025,980 shares and were distributed as follows:

| | |
|---|---|
| Shares issued for proprietary technology | 3,632,916 |
| Shares issued for cash | 1,010,814 |
| Shares issued for services | 382,250 |
| Total shares issued | 5,025,980 |

b. Nature of business

The Company, through its subsidiary, RenCen owns a proprietary technology developed by an officer of the Company for the integration of equipment and components in high-tech digital multimedia studios.

Management has recognized that recent developments in data storage devices and optical transmission capabilities have greatly increased the capability to transfer, store and retrieve data. Hierarchical communication languages can be used to develop software applications which will make real-time access of this information a reality as well as adding artificial intelligence to core operating systems.

These recent developments, combined with the Company's own state-of-the-art proprietary technology have enabled it to look at alternative applications. Management believes that the health services industry may provide this alternative. This industry, though technically advanced in equipment, relies upon out dated record keeping and retrieval methods. The Company is actively pursuing acquisitions in the medical industry. Initially it has targeted physician groups, outpatient surgical centers, skilled nursing facilities and medical specialty organizations. It is management's intention to continue to examine all industries for possible applications of its proprietary technology as well as looking for opportunities to acquire other synergistic technologies.



NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

a. Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. All material intercompany transactions and balances have been eliminated in consolidation.

b. Accounting Method

The Company recognizes income and expenses based upon the accrual method of accounting. No allowances have been made for doubtful accounts as all revenues recognized to date have been collected.

c. Unaudited Information and Basis of Presentation

The consolidated balance sheet as of December 31, 1997 and statements of operations and condensed cash flows for all periods included in the accompanying financial statements have not been audited. In the opinion of management these financial statements include all normal and recurring adjustments necessary for a fair presentation of such financial information. The results of operations for the interim periods are not necessarily indicative of the results of operations to be expected for the full year.

The financial information included herein has been prepared pursuant to the rules and regulations of the Securities and Exchange Commission. Certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles have been omitted pursuant to such rules and regulations. The

interim financial information and the notes thereto should be read in conjunction with the audited financial statements for the fiscal years ended September 30, 1997, September 30, 1996 and September 30, 1995 which are included in the Company's 1996 Annual Report to Stockholders.

d. Property and Equipment

Property and equipment are stated at cost. Depreciation is computed using the straight-line method over the useful lives of the assets as follows:

| | |
|---|---|
| Furniture and equipment | 5-7 years |
| Automobiles | 5 years |

e. Income Taxes

The Company, a C Corporation, accounts for income taxes in accordance with Statement of Financial Accounting Standards No. 109 (Accounting for Income Taxes).

The Company has not recorded a provision for income taxes to date, since the Company has generated operating losses. As of September 30, 1997, the Company has approximately $1,580,000 of net operating loss carry forwards which can be used to offset future taxable income.

f. Management's Estimates and Assumptions

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 revenues and expenses during the reporting period. Actual results could differ from those estimates.

g. Recent Accounting Pronouncements

In February 1997, SFAS No. 128, "Earnings per Share" ("SFAS 128") was issued. Under SFAS 128, primary earnings per share is replaced by basic earnings per share and fully diluted earnings per share is replaced by diluted earnings per share.



In June 1997, SFAS No. 130, "Reporting Comprehensive Income" ("SFAS 130") was issued. SFAS 130 establishes standards for the reporting of comprehensive income and its components in a full set of general-purpose financial statements for periods beginning after December 15, 1997. Reclassification of financial statements for earlier periods for comparative purposes is required.

In June 1997, SFAS No. 131, "Disclosures about Segments of an Enterprise and Related Information" ("SFAS 131") was issued. SFAS 131 revises information regarding the reporting of operating segments. It also establishes standards for related disclosures about products and services, geographic areas and major customers.

The Company adopted SFAS 128 in the first quarter of fiscal 1998 and SFAS 130 and SFAS 131 in fiscal 1999 and does not expect such adoptions to have a material effect on the consolidated financial statements and footnotes.

NOTE 3 - OTHER ASSETS

Other assets consist of organization cost, shareholder loans, interest bearing loans to third parties, proprietary technology rights and deposits. Organization costs and deposits are nominal.

The loans to shareholders and interest bearing loans to third parties all bear interest at rates substantially above Arizona bank depository rates.

The investment in proprietary technology is considered a nominal amount and was based upon the par value of the original shares issued. The proprietary technology was transferred to the Company by principals. The technology represents the blueprint and foundation for the digital high-tech

studio as well as its application in handling, managing and storing mega-data. The Company is in the review process with a patent attorney for filing of applications for patents and copyrights on this technology.

The Company optioned the right to patented Optical Collision Avoidance System (O-CAS) from its inventor for $20,000. These technology rights were written off in the quarter ended December 31, 1997 as these rights were no longer considered to have value to the Company.

NOTE 4 - SHAREHOLDERS' EQUITY

During the quarter ended December 31, 1997, the Company completed the following stock transactions from its authorized but unissued capital shares:

Payments in the amount of $1,599,622 were received on the Series A and A.1 preferred stock subscriptions and $800 received on common stock subscriptions. Costs and expenses relating to the sales of these shares totaled $219,322. The preferred shares carry a conversion to common on a one for one basis and 3,961,222 were converted during the quarter ended December 31, 1997.

The Company issued 25,000 shares in exchange for services rendered.

During the year ended September 30, 1997, the Company completed the following stock transactions from its authorized but not unissued capital shares:

Payments in the amount of $2,266,600 were received in Series A preferred stock subscriptions and $2,760 received on common stock subscriptions. Costs and expenses relating to the sale of these shares totaled $62,500 of which $60,000 was converted into common shares, during the quarter ended December 31, 1997, at the request of the selling agents.

The Company issued 217,250 common shares for services rendered.

Effective October 22, 1997 warrants were issued to existing stockholders to acquire 1,868,150 preferred shares at a price of $2.00 per share and 750,000 common shares at a price of $2.30 per share. The warrants expire on October 30, 1999. The Company granted certain of its executive officers and other individuals options to purchase shares of the Company's common stock. At December 31, 1997 options to purchase 511,730 shares of common stock were outstanding.



NOTE 5 - EARNINGS PER SHARE

In February 1997 the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards ("SFAS") No. 128, "Earnings Per Share," which is effective for financial statements for both interim and annual periods ending after December 15, 1997. The new standard eliminates primary and fully dilutive earnings per share and requires presentation of basic and diluted earnings per share with disclosures of the methods used to compute the per share amounts.

Basic earnings per share excludes dilution and is computed by dividing income available to common shareholders by the weighted-average common shares outstanding for the period. Diluted earnings per share reflects the weighted-average common shares outstanding plus the potential effect of securities or contracts which are convertible to common shares such as options, warrants, and convertible debt and preferred stock. The adoption of this standard is not expected to have a material impact on earnings per share of the Company. In computing Diluted EPS, the average stock price for the period is used in determining the number of shares assumed to be purchased from exercise of stock options rather than the higher of the average or ending stock price as used in the computation of fully diluted EPS.

The following is a reconciliation between the components of the basic and diluted net income (loss) per share calculations for the periods presented below:

<TABLE>
<CAPTION

| | THREE MONTHS ENDED: | | | | | |
|---|---|---|---|---|---|---|
| | DECEMBER 31, 1997 | | | DECEMBER 31, 1996 | | |
| | INCOME | SHARES | PER SHARE AMOUNT | INCOME | SHARES | PER SHARE AMOUNT |
| <S> | <C> | <C> | <C> | <C> | <C> | <C> |
| BASIC INCOME (LOSS) PER SHARE | | | | | | |
| Net income (loss) | $(383,436) | 9,161,674 | $(0.04) | $(262,437) | 6,013,280 | $(0.04) |
| EFFECT OF DILUTIVE SECURITIES | | | | | | |
| Stock options/warrants | | | | | | |
| DILUTED NET INCOME (LOSS) PER SHARE | | | | | | |
| Net income (loss) plus assumed exercises and conversions | $(383,436) | 9,161,674 | $(0.04) | $(262,437) | 6,013,280 | $(0.04) |

</TABLE>



RENAISSANCE INTERNATIONAL GROUP, LTD.
(Formerly known as Nuclear Corporation of New Mexico)
(A Development Stage Company)

CONSOLIDATED FINANCIAL STATEMENTS

AS OF SEPTEMBER 30, 1997 AND 1996

TOGETHER WITH REPORT OF INDEPENDENT PUBLIC ACCOUNTANT



BILLIE J. ALLRED
Certified Public Accountant
365 South 600 East (Alder Lane)
Post Office Box 1142
Pima, Arizona 85543
Telephone (520) 485-9462
Fax (520) 485-0105

INDEPENDENT AUDITOR'S REPORT

To the Shareholders and Board of Directors of
Renaissance International Group, Ltd.

I have audited the accompanying balance sheets of Renaissance International Group Ltd., a development stage company, as of September 30, 1997 and 1996 and the related consolidated statements of operations and cash flows for the years ended September 30, 1997, 1996 and 1995. These consolidated financial statements are the responsibility of the Company's management. My responsibility is to express an opinion on these consolidated financial statements based upon my audits.

I conducted my audits in accordance with generally accepted auditing standards. These standards require that I 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 audits provide a reasonable basis for my opinion.

In my opinion, the consolidated financial statements referred to above present fairly in all material respects the financial position of Renaissance International Group, Ltd. as of September 30, 1997 and 1996 and the results of their operations and cash flows for the years ended September 30, 1997, 1996 and 1995 in conformity with generally accepted accounting principles.

The accompanying consolidated financial statements have been prepared assuming the Company will continue as a going concern. As discussed in Note 1, the Company has been in the development stage since October 1, 1994. At September 30, 1997 the Company has accumulated operating losses of $1,580,000. Realization of a major portion of the Company's assets is dependent upon its ability to meet future financing requirements, and the success of future operations, the outcome of which cannot be determined at this time.

S/S/ BILLIE J. ALLRED

Pima, Arizona
January 6, 1998



RENAISSANCE INTERNATIONAL GROUP, LTD.
(Formerly known as Nuclear Corporation of New Mexico)
(A Development Stage Company)

CONSOLIDATED BALANCE SHEETS

September 30, 1997 and 1996

| | 1997 | 1996 |
|---|---|---|
| CURRENT ASSETS | | |
| Cash | $ 841,702 | $ 9,345 |
| Accounts receivable | - | - |
| Other receivables | 5,342 | - |
| Total current assets | 847,044 | 9,345 |
| PROPERTY AND EQUIPMENT | 87,510 | - |
| Less accumulated depreciation | (15,814) | - |

| | | |
|---|---|---|
| Net property and equipment | 71,696 | - |
| OTHER ASSETS (Note 3) | | |
| Organization costs | 1,560 | - |
| Shareholder loans, net | 105,841 | - |
| Other interest bearing loans | 70,000 | - |
| Proprietary technology | 13,000 | 13,000 |
| Technology rights | 10,000 | - |
| Deposits | 790 | - |
| Total other assets | 201,191 | 13,000 |
| Less accumulated amortization | (812) | - |
| Net other assets | 200,379 | 13,000 |
| TOTAL ASSETS | $1,119,119 | $ 22,345 |

The accompanying notes are an integral part of these statements.



RENAISSANCE INTERNATIONAL GROUP, LTD.
(Formerly known as Nuclear Corporation of New Mexico)
(A Development Stage Company)

CONSOLIDATED BALANCE SHEETS

September 30, 1997 and 1996

| | 1997 | 1996 |
|---|---|---|
| CURRENT LIABILITIES | | |
| Accounts payable | $ 4,708 | $ - |
| Accrued payroll taxes | 22,715 | - |
| Shareholder loans | 5,103 | 100 |
| Total current liabilities | 32,526 | 100 |
| COMMITMENTS (Note 4) | - | - |
| STOCKHOLDERS' EQUITY (Notes 5, 6 and 7) | | |
| Preferred stock, $.001 par value | | |
| 15,000,000 shares authorized | | |
| Series A, 3,000,000 shares authorized | | |
| Shares subscribed: | | |
| 638,400 shares at September 30, 1997 | 638 | - |
| 2,965,000 shares at September 30, 1996 | - | 2,965 |
| Shares issued and outstanding: | | |
| 2,361,600 shares at September 30, 1997 | 2,362 | - |
| 35,000 shares at September 30, 1996 | - | 35 |
| Additional paid in capital | 2,934,500 | 2,997,000 |
| Subscriptions receivable | (638,400) | (2,965,000) |
| Total preferred stock | 2,299,100 | 35,000 |

| | | |
|---|---|---|
| COMMON STOCK, $.001 par value | | |
| 25,000,000 shares authorized | | |
| Shares issued and outstanding: | | |
| 6,537,530 shares at September 30, 1997 | 6,537 | - |
| 6,013,280 shares at September 30, 1996 | | 6,013 |
| Additional paid-in-capital | 365,005 | 345,305 |
| Subscriptions receivable | (800) | (3,470) |
| Total common stock | 370,742 | 347,848 |
| Accumulated (deficit) | (1,583,249) | (360,602) |
| Total stockholders' equity | 1,086,593 | 22,245 |
| TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY | $1,119,119 | $ 22,345 |

The accompanying notes are an integral part of these statements.



RENAISSANCE INTERNATIONAL GROUP, LTD.
(Formerly known as Nuclear Corporation of New Mexico)
(A Development Stage Company)

CONSOLIDATED STATEMENTS OF OPERATIONS

For Years Ended September 30, 1997, 1996 and 1995

<TABLE>
<CAPTION>

| | 1997 | 1996 | 1995 | Cumulative Amounts from October 1, 1994 |
|---|---|---|---|---|
| <S> | <C> | <C> | <C> | <C> |
| REVENUE | | | | |
| Corporate revenue | $ 35,450 | $ - | $ - | $ 35,450 |
| Royalty income | 1,092 | 1,341 | 797 | 3,230 |
| Total Revenue | 36,542 | 1,341 | 797 | 38,680 |
| DIRECT EXPENSE | (10,542) | (680) | (368) | (11,590) |
| GROSS PROFIT | 26,000 | 661 | 429 | 27,090 |
| GENERAL & ADMINISTRATIVE EXPENSE | (1,249,995) | (28,538) | (334) | (1,278,867) |
| NET OPERATING INCOME (LOSS) | (1,223,995) | (27,877) | 95 | (1,251,777) |
| Depreciation & Amortization | (16,626) | - | - | (16,626) |
| OTHER INCOME (EXPENSE) | | | | |
| Interest income (expense) | 17,975 | - | - | 17,975 |
| NET INCOME (LOSS) | $(1,222,646) | $ (27,877) | $ 95 | $(1,250,428) |
| Weighted average number of shares outstanding during period | 7,296,680 | 1,374,293 | 987,300 | |
| NET EARNINGS (LOSS) PER SHARE | $ (0.1675) | $ (0.0202) | $ 0.00 | |

| | | | |
|---|---|---|---|
| | ========== | ========== | ========== |

</TABLE>

The accompanying notes are an integral part of these statements.



RENAISSANCE INTERNATIONAL GROUP, LTD.
(Formerly known as Nuclear Corporation of New Mexico)
(A Development Stage Company)

CONSOLIDATED STATEMENTS OF CASH FLOWS

For Years Ended September 30, 1997, 1996 and 1995

<TABLE>
<CAPTION>

| | 1997 | 1996 | 1995 |
|---|---|---|---|
| <S> | <C> | <C> | <C> |
| CASH FLOW FROM OPERATING ACTIVITIES: | | | |
| Net income (loss) | $(1,222,646) | $ (27,877) | $ 95 |
| Adjustments to reconcile net income (loss) to net cash used in operating activities: | | | |
| Depreciation | 15,814 | - | - |
| Amortization | 812 | - | - |
| Shares issued in exchange for services | 217 | 1,515 | - |
| Selling expenses for preferred stock | (2,500) | - | - |
| (Increase) decrease in current assets: | | | |
| Prepaid expenses | 197 | - | - |
| Interest receivable | (5,539) | - | - |
| Increase (decrease) in current liabilities: | | | |
| Accounts payable | 4,707 | - | - |
| Other current liabilities | 27,715 | - | - |
| Total adjustments | 41,424 | 1,515 | - |
| Net cash provided by (used in) operating activities | (1,181,222) | (26,363) | 95 |
| CASH FLOW FROM INVESTING ACTIVITIES: | | | |
| Additions to: | | | |
| Organization costs | (1,560) | - | - |
| Property and equipment | (87,510) | - | - |
| Technology rights | (10,000) | - | - |
| Deposits | (790) | - | - |
| Loans for shareholders | (105,841) | - | - |
| Interest bearing loans to third parties | (70,000) | - | - |
| Net cash provided by (used in) investing activities: | (275,701) | - | - |
| CASH FLOW FROM FINANCING ACTIVITIES: | | | |
| Loans from shareholders | 103 | 100 | - |
| Payments on loans | (100) | - | - |
| Issuance of Common Stock for cash | 20,007 | - | - |
| Payments received on common stock subscriptions | 2,670 | 250 | - |
| Payments received on preferred | | | |

| | | | |
|---|---|---|---|
| stock subscriptions | 2,266,600 | 35,000 | - |
| Net cash provided by (used in) financing activities: | 2,289,280 | 35,350 | - |
| NET INCREASE (DECREASE) IN CASH | 832,358 | 8,987 | 95 |
| CASH AT BEGINNING OF PERIOD | 9,345 | 358 | 263 |
| CASH AT END OF PERIOD | $ 841,703 | $ 9,345 | $ 358 |

</TABLE>

The accompanying notes are an integral part of these statements.



RENAISSANCE INTERNATIONAL GROUP, LTD.
(Formerly known as Nuclear Corporation of New Mexico)
(A Development Stage Company)

CONSOLIDATED STATEMENTS OF CASH FLOWS

For Years Ended September 30, 1997, 1996 and 1995

<TABLE>
<CAPTION>

| | 1997 | 1996 | 1995 |
|---|---|---|---|
| <S> | <C> | <C> | <C> |
| Supplemental disclosure of non-cash operating, investing and financing activities | | | |
| Issuance of common stock on subscriptions receivable to contractors and employees as part of signing incentive | $ - | $ 3,470 | $ - |
| Issuance of common stock for assignment of proprietary technology | - | 13,000 | - |
| Subscriptions receivable for Series A Preferred Stock | 638,400 | 2,429,000 | - |
| Treasury shares acquired pre-merger as bonus to key employees | 20,000 | - | - |
| Series A Preferred Stock Additional Paid in Capital for commissions due | (60,000) | - | - |
| Issuance of Series A Preferred Stock as payment of commissions due | 60,000 | - | - |

</TABLE>

The accompanying notes are an integral part of these statements.

(Formerly known as Nuclear Corporation of New Mexico)
(A Development Stage Company)

CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY

<TABLE>
<CAPTION>

| | Shares | Stock | Additional Paid-In-Capital | Subscription Receivable | Totals |
|---|---|---|---|---|---|
| <S> | <C> | <C> | <C> | <C> | <C> |
| Balance at September 30, 1995 | -- | $ -- | $ -- | $ -- | $ -- |
| Private placement of Series A Preferred Stock | 3,000,000 | 3,000 | 2,997,000 | (2,965,000) | 35,000 |
| Balance at September 30, 1996 | 3,000,000 | 3,000 | 2,997,000 | (2,965,000) | 35,000 |
| Payments received on preferred stock subscriptions | -- | -- | -- | 2,306,600 | 2,306,600 |
| Selling expenses and commissions | -- | -- | (60,000) | 60,000 | -- |
| Repurchase of Series A Preferred Stock | -- | -- | (2,500) | (40,000) | (42,500) |
| Balance at September 30, 1997 | 3,000,000 | $ 3,000 | $2,934,500 | $ (638,400) | $2,299,100 |

</TABLE>

<TABLE>
<CAPTION>
COMMON STOCK

| | Shares | Stock | Additional Paid-In-Capital | Subscription Receivable | Retained Earnings (Deficit) | Totals |
|---|---|---|---|---|---|---|
| <S> | <C> | <C> | <C> | <C> | <C> | <C> |
| Balance at September 30, 1995 | 987,300 | $ 987 | $ 332,096 | $ -- | $ (332,725) | $ 358 |
| Issuance of shares for: Business combination (Note 1a) | 5,025,980 | 5,026 | 13,209 | (3,470) | | 14,765 |
| Net income (loss) | | | | | (27,877) | (27,877) |
| Balance at September 30, 1996 | 6,013,280 | 6,013 | 345,305 | (3,470) | (360,602) | (12,755) |
| Payments received on Common Stock subscriptions | | | | 2,670 | | 2,670 |
| Issuance of shares for: | | | | | | |
| Cash | 307,000 | 307 | 19,700 | | | 20,007 |
| Professional services | 217,250 | 217 | | | | 217 |
| Net income (loss) | | | | | (1,222,646) | (1,222,646) |
| Balance at September 30, 1997 | 6,537,530 | $ 6,537 | $ 365,005 | $ (800) | $(1,583,249) | $(1,212,507) |

</TABLE>

The accompanying notes are an integral part of these statements.

RENAISSANCE INTERNATIONAL GROUP, LTD.
(Formerly known as Nuclear Corporation of New Mexico)
(A Development Stage Company)

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

September 30, 1997

NOTE 1 ORGANIZATION AND NATURE OF BUSINESS

a. ORGANIZATION OF BUSINESS

The Company was incorporated as Nuclear Corporation of New Mexico (NCNM) in December 1968 for the purpose of mineral, oil and gas exploration. $300,000 was initially raised for exploration activities and the Company remained active in this business until 1974. Since 1974, the Company has been substantially inactive, receiving only residual income from over-riding royalty interests in oil and gas leases.

In April, 1994 the Company moved its domicile from the State of New Mexico to Nevada. From that period until its merger with Renaissance Center, Inc. (RenCen) on July 2, 1997 the Company remained inactive.

The management of RenCen instituted a 1 for 2 reverse split of its common stock held by management prior to the merger. Subsequently, RenCen decreased the number of authorized shares of common stock, par value $.001, from 50,000,000 shares to 25,000,000. In addition, the number of shares issued and outstanding were reduced on the basis of 1 for 2 with any scrip shares created as a result of the reverse rounded up to the next whole share. No reduction or alternations were made to the preferred shares of RenCen.

This business combination is accounted for as a pooling of interests. The name of the merged companies was changed to Renaissance International Group, Ltd. on July 2, 1997.

Subsequent to the reverse split and prior to the merger, the outstanding common shares of RenCen were 5,025,980 shares and were distributed as follows:

| | |
|---|---|
| Shares issued for proprietary technology | 3,632,916 |
| Shares issued for cash | 1,010,814 |
| Shares issued for services | 382,250 |
| Total shares issued | 5,025,980 |





RENAISSANCE INTERNATIONAL GROUP, LTD.
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NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

September 30, 1997

b. NATURE OF BUSINESS

The Company, through its subsidiary, Renaissance Center, Ltd. (RenCen) owns a proprietary technology developed by a company officer for the integration of equipment and components in high-tech digital multimedia studios. The concept for the studio was developed under a contract awarded for the submission of a request for proposal to Europaisches Filmzentrum Babelsberg e.v. (EFB), a large multimedia studio in Babelsberg, Germany.

Management has recognized that recent developments in data storage devices and optical transmission capabilities have greatly increased the capability

to transfer, store and retrieve data. Hierarchical communication languages can be used to develop software applications which will make real-time access of this information a reality as well as adding artificial intelligence to core operating systems.

These recent developments, combined with the Company's own state-of-the-art proprietary technology have enabled it to look at alternative applications. Management believes that the health services industry may provide this alternative. This industry, though technically advanced in equipment, relies upon out dated record keeping and retrieval methods. The Company is actively pursuing acquisitions in the medical industry. Initially it has targeted physician groups, outpatient surgical centers, skilled nursing facilities and medical specialty organizations. It is management's intention to continue to examine all industries for possible applications of it proprietary technology as well as looking for opportunities to acquire other synergistic technologies.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

a. PRINCIPALS OF CONSOLIDATION

The consolidated financial statements include the accounts of the Company, wholly owned subsidiaries, Renaissance MedTech, Ltd. (a Nevada corporation which was incorporated April 17, 1997), Renaissance Center, Ltd. (a Nevada corporation which was incorporated April 17, 1997) and Renaissance Media Centre, Ltd. (a Delaware corporation which was incorporated May 7, 1996). All significant inter-company balances and transactions have been eliminated in the consolidation.



b. PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment are stated at cost. Depreciation is computed using the straight-line method over the useful lives of the assets as follows:

| | |
|---|---|
| Furniture and equipment | 5-7 years |
| Automobiles | 5 years |

c. ACCOUNTING METHOD

The Company recognizes income and expenses based upon the accrual method of accounting. No allowances have been made for doubtful accounts as all revenues recognized to date have been collected.

d. INCOME TAXES

The Company, a C Corporation, accounts for income taxes in accordance with the Statement of Financial Accounting Standards No. 109 (Accounting for Income Taxes).

The Company has not recorded a provision for income taxes to date, since the Company has generated operating losses. As of September 30, 1997, the Company has approximately $1,580,000 of net operating loss carry forwards which can be used to offset future taxable income.

e. NET INCOME (LOSS) PER SHARE

Net income (loss) per share has been calculated based on net losses for the periods divided by the weighted average number of shares of common stock outstanding during the periods presented. The weighted average number of shares of common stock outstanding for the periods presented is:

| | |
|---|---|
| Year Ended September 30, 1997 | 7,296,680 |
| Year Ended September 30, 1996 | 1,374,293 |
| Year Ended September 30, 1995 | 987,300 |

At September 30, 1997 the Company had issued and outstanding common shares totaling 6,537,530 and Series A preferred shares totaling 2,361,600. The preferred shares have been included because

RENAISSANCE INTERNATIONAL GROUP, LTD.
(Formerly known as Nuclear Corporation of New Mexico)
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NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

September 30, 1997

a provision of the preferences on these shares is a one-to-one conversion to common shares when the Company is publicly traded (See Note 6 Subsequent Events).

f. USE OF 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, liabilities, expenses and disclosures concerning contingent assets and liabilities at September 30, 1997 and 1996. Actual result could differ from those estimates.

NOTE 3 OTHER ASSETS

Other Assets consist of organization costs, shareholder loans, interest bearing loans to third parties, proprietary technology, rights and deposits. Organization costs and deposits are nominal.

The loans to shareholders and interest bearing loans to third parties all bear interest at rates substantially above Arizona bank depository rates.

The investment in the proprietary technology of $13,000 is considered a nominal amount and was based upon the par value of the original shares issued. The proprietary technology was transferred to the Company by the principals. The technology represents the blueprint and foundation for the digital high-tech studio as well as its application in handling, managing and storing mega-data. The Company is in the review process with a patent attorney for filing of applications for patents and copyrights on this technology.

The Company optioned the right to a patented Optical Collision Avoidance System (O-CAS) from the inventor for $10,000. The 90 day option may be extended for an additional $10,000 which is due and payable on December 2, 1997. The O-CAS proto type, as viewed by management, was built several years ago and new microprocessor technology makes miniaturization of this system feasible. The Company is in discussions with venture capital firms to raise $2,000,000 through a convertible debenture to complete the redesign and miniaturization of the system and to beta test the system. Once a commercially viable product is available, management intends to joint venture the production and sales and marketing with an existing supplier in the aviation industry. (See Note 6)



RENAISSANCE INTERNATIONAL GROUP, LTD.
(Formerly known as Nuclear Corporation of New Mexico)
(A Development Stage Company)

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

September 30, 1997

NOTE 4 COMMITMENTS - LEASES

Effective May 1, 1997, the Company entered into a lease for 1,750 square feet of corporate office space located at 7501 North 16th Street, Suite

200, Phoenix, Arizona. The lease is for a period of three years and includes all expenses except telephone service. As of September 30, 1997 the Company has paid $14,280 on this lease. Future rental commitments are as follows:

| | |
|---|---|
| Year ending September 30, 1998 | $ 34,272 |
| Year ending September 30, 1999 | 34,272 |
| Year ending September 30, 2000 | 19,992 |
| Total future lease commitments | $ 88,536 |

NOTE 5 SHAREHOLDERS' EQUITY

During the year ended September 30, 1997, the Company completed the following stock transactions from its authorized, but unissued capital shares: (See Note 6 and 7)

Payments in the amount of $2,266,600 were received on Series A Preferred Stock subscriptions and $2,670 received on common stock subscriptions. Costs and expenses relating to the sale of these shares totaled $62,500 of which $60,000 was converted into preferred shares at the request of the selling agents.

The Company issued 217,250 common shares in exchange for services rendered.

During the year ended September 30, 1996 the Company completed the following stock transactions from its authorized but unissued capital shares: (See Note 6 and 7)

The Company began a private placement of its Series A Preferred Stock in September, 1996. The private placement is for 3,000,000 shares at a price of $1.00 per share. These shares carry a conversion to common on a 1 for 1 basis when the Company is publicly traded and listed on an exchange. The shares also carry certain redemption rights if the Company fails to be listed





Payments in the amount of $35,000 were received on the preferred stock subscriptions.

The Company issued of 1,010,814 shares for cash. Payments in the amount of $250 were received on common stock subscriptions.

NOTE 6 RELATED PARTY TRANSACTIONS

The Company acquired 300,000 shares of Nuclear Corporation of New Mexico (NCNM) for $20,000. These shares became an asset of Renaissance Center, Inc. (RenCen) and the proceeds of the sale were used by the management of NCNM to complete the due diligence resulting in the Agreement and Plan of Merger between the two companies. On July 2, 1997, Renaissance Center, Inc. ceased to exist as a separate entity and Nuclear Corporation of New Mexico changed its name to Renaissance International Group, Ltd. (RIGL). The 300,000 shares acquired in this transaction were distributed to various officers of RIGL as bonuses for completing the merger.

The Company issued 3,632,916 shares to Company officers in exchange for the right, title and interest to proprietary technology.

382,250 common shares were issued in exchange for services rendered of which 339,500 were issued to Company officers for services rendered in acquiring a performance contract for a high-tech center at Babelsberg, Germany.

NOTE 7 SUBSEQUENT EVENTS

Subsequent to September 30, 1997, the Company received $638,400, the balance of the subscriptions receivable due on the Series A Preferred Stock.

The $10,000 payment required to extend the 90 day option on the O-CAS system was made on December 2, 1997

Management had previously approved 1,000,000 shares of Series A.1 Preferred Stock under similar terms to that of the Series A Preferred Stock. As of December 31, 1997, the Company had received subscriptions totaling $961,250.





Effective October 22, 1997 warrants were issued to existing stockholders to acquire 1,180,800 preferred shares at a price of $2.00 per share and 750,000 common shares at a price of $2.30 per share. The warrants expire on October 22, 1998.

On October 20, 1997, Berry-Shino Securities of Phoenix, Arizona received clearance from the NASD to trade the Company's common stock on the Electronic Bulletin Board Quotation System under the symbol "RNIG". The Company received a new CUSIP number on October 21, 1997 and the first trade was executed on October 22, 1997.



SIGNATURES

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

Renaissance International Group, Inc.
(Registrant)
Date: May 5, 1998
By: /s/ Kevin L. Jones
Kevin L. Jones, President and Director

Kevin L. Jones, President and Director
Date: May 5, 1998
By: /s/ Kevin L. Jones

William D. O'Neal, Esquire, Senior Vice President, General Counsel and Director
Date: May 5, 1998
By: /s/ William D. O'Neal

Walter Vogel, Director
Date: May 5, 1998
By: /s/ Walter Vogel

Harold Roberts, Director
Date: May 5, 1998
By: /s/ Harold Roberts

Tennessee Webb, Director
Date: May 5, 1998
By: /s/ Tennessee Webb

John A. Williams, Chief Financial Officer
Date: May 5, 1998
By: /s/ John A. Williams

EXHIBIT 3(i)

CERTIFICATE OF RESTATED ARTICLES OF INCORPORATION

OF

RENAISSANCE INTERNATIONAL GROUP, LTD.

We the undersigned Tennessee Webb, President and Peter de Krey, Secretary of Renaissance International Group, Ltd. do hereby certify:

That the Board of Directors of said corporation at a meeting duly convened, held on the 3rd day of July,1997, adopted resolutions to restate the original Articles of Incorporation to read as follows:

1. NAME. The name of the corporation is Renaissance International Group, Ltd. (the "Corporation").

2. RESIDENT AGENT. The name and address of the initial resident agent of the corporation is William L. Dempsey, 5405 W. Flamingo Rd., Las Vegas, Nevada 89103.

3. AUTHORIZED CAPITAL. The Corporation shall have authority to issue 25,000,000 shares of Common Stock, par value $.001 per share and each share having one vote, and 15,000,000 shares of preferred stock, par value $.001 per share.

4. PREFERRED STOCK.

4.1. SERIES. The board of directors is authorized, subject to limitations prescribed by law and these Articles of Incorporation, to provide for the issuance of the shares of preferred stock in series, and by filing a certificate pursuant to the applicable law of the State of Nevada, to establish from time to time the number of shares to be included in each such series, and to fix the designation, voting powers, preferences and rights of the shares of each such series and the qualifications, limitations or restrictions thereof.

4.2. RIGHTS AND LIMITATIONS. The authority of the board of directors with respect to each series of preferred stock shall include, without limitation, determination of the following:

(a) The number of shares constituting that series and the distinctive designation of that series;

(b) The dividend rate on the shares of that series, whether dividends shall be cumulative, and, if so, from which date or dates, and the relative rights of priority, if any, of payment of dividends on shares of that series;



(c) Whether that series shall have voting rights, in addition to the voting rights provided by law, and if so, the terms of such voting rights;

(d) Whether that series shall have conversion privileges, and if so, the terms and conditions of such conversion, including provisions for adjustment of the conversion rate in such events as the board of directors shall determine;

(e) Whether or not the shares of that series shall be redeemable, and if so, the terms and conditions of such redemption, including the date or dates upon or after which they shall be redeemable, and the amount per share payable in case of redemption, which amount may vary under different conditions and at different redemption dates;

(f) Whether that series shall have a sinking fund for the redemption or purchase of shares of that series, and if so, the terms and

amount of such sinking fund;

(g) The rights of the shares of that series in the event of voluntary or involuntary liquidation, dissolution or winding up of the Corporation, and the relative rights of priority, if any, of payment of shares of that series; and

(h) Any other relative rights, preferences and limitations of that series.

4.3. DIVIDENDS. Dividends on outstanding shares of preferred stock shall be paid or declared and set apart for payment before any dividends shall be paid or declared and set apart for payment on the common shares with respect to the same dividend period.

4.4. LIQUIDATION. If upon any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the assets available for distribution to holders of shares of preferred stock of all series shall be insufficient to pay such holders the full preferential amount to which they are entitled, then such assets shall be distributed ratably among the shares of all series of preferred stock in accordance with the respective preferential amounts (including unpaid cumulative dividends, if any) payable with respect thereto.

5. DESIGNATION OF SERIES A CONVERTIBLE PREFERRED STOCK. In accordance with the foregoing Article FOURTH, the Corporation shall have the authority to issue a class of Preferred Stock which shall have the following preferences, voting powers, qualifications, special or relative rights and privileges:

5.1. DESIGNATION AND AMOUNT. The class of Preferred Stock of the Corporation authorized as part of the Preferred Stock by this paragraph 5.1 of Article FIFTH shall be designated as Series A Convertible Preferred Stock (the "Series A Preferred Stock"), and the number of shares constituting such class shall be 3,000,000.



5.2. DIVIDENDS. No dividends shall be declared and set aside for any shares of the Series A Preferred Stock.

5.3. LIQUIDATION, DISSOLUTION OR WINDING UP.

5.3.1. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company, the holders of shares of Series A Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Company available for distribution to its stockholders, after and subject to the payment in full of all amounts required to be distributed to the holders of any other class or series of stock of the Company ranking on liquidation prior and in preference to the Series A Preferred Stock (collectively referred to as "Senior Preferred Stock"), but before any payment shall be made to the holders of Junior Stock by reason of their ownership thereof, an amount equal to $1.50 per share of Series A Preferred Stock. If upon any such liquidation, dissolution or winding up of the Company the remaining assets of the Company available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series A Preferred Stock the full amount to which they shall be entitled, the holders of shares of Series A Preferred Stock and any class or series of stock (the "Preferred Stock") ranking on liquidation on a parity with the Series A Preferred Stock shall share ratably in any distribution of the remaining assets and funds of the Company in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

5.3.2. After the payment of all preferential amounts required to be paid to the holders of Senior Preferred Stock upon the dissolution, liquidation, or winding up of the Company, all of the remaining assets and funds of the Company available for distribution to its stockholders shall be distributed ratably among the holders of the Series A Preferred Stock, such other series of Preferred Stock as are

constituted as similarly participating, and the Common Stock, with each share of Series A Preferred Stock being deemed, for such purpose, to be equal to the number of shares of Common Stock, including fractions of a share, into which such share of Series A Preferred Stock is convertible immediately prior to the close of business on the business day fixed for such distribution.

5.4. VOTING.

5.4.1. Each holder of outstanding shares of Series A Preferred Stock shall be entitled to the number of votes equal to the number of whole shares of Common Stock into which the shares of Series A Preferred Stock held by such holder are convertible (as adjusted from time to time pursuant to Section 5.6 hereof), at each meeting of Stockholders of the Company (and written actions of stockholders in lieu of meetings) with respect to any and all matters presented to the stockholders of the Company for their action or consideration. Except as provided by law, by the provisions of Subsection 5.4.2 below, or by the provisions establishing any other series of Preferred Stock, holders of Series A Preferred Stock and of any other outstanding series of Preferred stock shall vote together with the holders of Common Stock as a single class.



5.4.2. The Company shall not amend, alter or repeal preferences, rights, powers or other terms of the Series A Preferred Stock so as to affect adversely the Series A Preferred Stock, without the written consent or affirmative vote of the holders of at least 66_% of the then outstanding shares of Series A Preferred Stock, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class. For this purpose, without limiting the generality of the foregoing, the authorization or issuance of any series of Preferred stock which is on a parity with or has preference or priority over the Series A Preferred Stock as to the right to receive either dividends or amounts distributable upon liquidation, dissolution or winding up of the Company shall be deemed to affect adversely the Series A Preferred Stock.

5.5. OPTIONAL CONVERSION. The holders of the Series A Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

5.5.1. RIGHT TO CONVERT. Each share of Series A Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing $1.00 by the Conversion Price (as defined below) in effect at the time of conversion. The Conversion Price at which shares of Common Stock shall be deliverable upon conversion of Series A Preferred Stock without the payment of additional consideration by the holder thereof (the "Conversion Price") shall initially be $1.00. Such initial Conversion Price, and the rate at which shares of Series A Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below. In the event of a liquidation of the Company, the Conversion Rights shall terminate at the close of business on the first full day preceding the date fixed for the payment of any amounts distributable on liquidation to the holders of Series A Preferred Stock.

5.5.2. FRACTIONAL SHARES. No fractional shares of Common Stock shall be issued upon conversion of the Series A Preferred Stock. In lieu of fractional shares, the Company shall pay cash equal to such fraction multiplied by the then effective Conversion Price.

5.5.3. MECHANICS OF CONVERSION.

5.5.3.1. In order to convert shares of Series A Preferred Stock into shares of Common Stock, the holder shall surrender the certificate or certificates for such shares of Series A Preferred Stock at the office of the transfer agent (or at the principal office of the Company if the Company serves as its own transfer agent), together

with written notice that such holder elects to convert all or any number of the shares represented by such certificate or certificates. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. If required by the Company, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Company, duly executed by the registered holder or his or its attorney duly authorized in



writing. The date of receipt of such certificates and notice by the transfer agent or the Company shall be the conversion date ("Conversion Date"). The Company shall, as soon as practicable after the Conversion Date, issue and deliver at such office to such holder, or to his nominees, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled, together with cash in lieu of any fraction of a share.

5.5.3.2. The Company shall at all times during which the Series A Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued stock, for the purpose of effecting the conversion of the Series A Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Series A Preferred Stock. Before taking any action which could cause an adjustment reducing the Conversion Price below the then par value of the shares of Common Stock issuable upon conversion of the Series A Preferred Stock, the Company will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Company may validly and legally issue fully paid and nonassessable shares of Common Stock at such adjusted Conversion Price.

5.5.3.3. All shares of Series A Preferred Stock, which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares, including the rights, if any, to receive notices and to vote, shall immediately cease and terminate on the Conversion Date, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor. Any shares of Series A Preferred Stock so converted shall be retired and canceled and shall not be reissued, and the Company may from time to time take such appropriate action as may be necessary to reduce the number of shares of authorized Series A Preferred Stock accordingly.

5.5.3.4. If the conversion is in connection with an underwritten offer of securities registered pursuant to the Securities Act of 1933, as amended, the conversion may at the option of any holder tendering Series A Preferred Stock for conversion be conditioned upon the closing with the underwriter of the sale of securities pursuant to such offering, in which event the person(s) entitled to receive the Common Stock issuable upon such conversion of the Series A Preferred Stock shall not be deemed to have converted such Series A Preferred Stock until immediately prior to the closing of the sale of securities.

5.5.4. ADJUSTMENTS TO CONVERSION PRICE FOR DILUTING ISSUES.

5.5.4.1. SPECIAL DEFINITIONS. For purposes of this Subsection 5.5.4, the following definitions shall apply:

5.5.4.1.1. "Option" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities, excluding rights or options granted to employees, directors or consultants of the Company pursuant to an option plan adopted by the Board of Directors to acquire up to that



number of shares of Common Stock as is equal to 15% of the Common Stock

outstanding (provided that, for purposes of this Subsection 5.5.4.1.1, all shares of Common Stock issuable upon (1) exercise of options granted or available for grant under plans approved by the Board of Directors, (2) conversion of shares of Preferred Stock, or (3) conversion of Preferred Stock issuable upon conversion or exchange of any Convertible Security, shall be deemed to be outstanding), minus the total number of Key Employee Shares (as defined below).

5.5.4.1.2. "Original Issue Date" shall mean the date on which the first share of Series A Preferred Stock is first issued.

5.5.4.1.3. "Convertible Securities" shall mean any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Common Stock.

5.5.4.1.4. "Additional Shares of Common Stock" shall mean all shares of Common Stock issued (or, pursuant to Subsection 5.5.4.3 below, deemed to be issued) by the Company after the Original Issue Date, other than Key Employee Shares (as defined below) and other than shares of Common Stock issued or issuable:

5.5.4.1.4.1. as a dividend or distribution on Series A Preferred Stock;

5.5.4.1.4.2. by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock excluded from the definition of Additional Shares of Common Stock by the foregoing clause 5.5.4.1.4.1;

5.5.4.1.4.3. upon the exercise of options excluded from the definition of "Option" in Subsection 5.5.4.1.1; or

5.5.4.1.4.4. upon conversion of shares of Series A Preferred Stock.

5.5.4.1.5. "Key Employee Shares" shall mean shares of Common Stock issued to directors or key employees of or consultants to the Company pursuant to a restricted stock plan or agreement approved by the Board of Directors, up to that number of shares of Common Stock as is equal to fifteen (15%) percent of the Common Stock outstanding (provided that, for purposes of this Subsection 5.5.4.1.5, all shares of Common Stock issuable upon (1) exercise of options granted or available for grant under plans approved by the Board of Directors, (2) conversion of shares of Preferred Stock, or (3) upon conversion of Preferred Stock issuable upon conversion or exchange of any Convertible Security, shall be deemed to be outstanding), minus the total number of shares subject to or issued pursuant to options excluded from the definition of "Option" in paragraph (A) above (subject to appropriate adjustment for any stock dividend, stock split, combination or similar recapitalization affecting such shares).



5.5.4.1.6. "Rights to Acquire Common Stock" (or "Rights") shall mean all rights issued by the Company to acquire common stock whatever by exercise of a warrant, option or similar call or conversion of any existing instruments, in either case for consideration fixed, in amount or by formula, as of the date of issuance.

5.5.4.2. NO ADJUSTMENT OF CONVERSION PRICE. No adjustment in the number of shares of Common Stock into which the Series A Preferred Stock is convertible shall be made, by adjustment in the applicable Conversion Price thereof: (a) unless the consideration per share (determined pursuant to Subsection 5.5.4.5) below for an Additional Share of Common Stock issued or deemed to be issued by the Company is less than the applicable Conversion Price in effect on the date of, and immediately prior to, the issue of such additional shares, or (b) if prior to such issuance, the Company receives written notice from the holders of at least 66_% of the outstanding shares of Series A Preferred Stock agreeing that no such adjustment shall be made as the result of the issuance of Additional Shares of Common Stock.

5.5.4.3. ISSUE OF SECURITIES DEEMED ISSUE OF ADDITIONAL SHARES OF COMMON STOCK. If the Company at any time or from time to time after the Original Issue Date shall issue any Options or Convertible Securities or other Rights to Acquire Common Stock, then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options, Rights or, in the case of Convertible Securities, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue, provided that Additional Shares of Common Stock shall not be deemed to have been issued unless the consideration per share (determined pursuant to Subsection 5.5.4.5 hereof) of such Additional Shares of Common Stock would be less than the applicable Conversion Price in effect on the date of and immediately prior to such issue, or such record date, as the case may be, and provided further that in any such case in which Additional Shares of Common Stock are deemed to be issued:

5.5.4.3.1. No further adjustment in the Conversion Price shall be made upon the subsequent issue of shares of Common Stock upon the exercise of such Rights or conversion or exchange of such Convertible Securities;

5.5.4.3.2. Upon the expiration or termination of any unexercised Option or Right, the Conversion Price shall not be readjusted, but the Additional Shares of Common Stock deemed issued as the result of the original issue of such Option or Right shall not be deemed issued for the purposes of any subsequent adjustment of the Conversion Price; and



5.5.4.3.3. In the event of any change in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any Option, Right or Convertible Security, including, but not limited to, a change resulting from the anti-dilution provisions thereof, the Conversion Price then in effect shall forthwith be readjusted to such Conversion Price as would have obtained had the adjustment that was made upon the issuance of such Option, Right or Convertible Security not exercised or converted prior to such change been made upon the basis of such change, but no further adjustment shall be made for the actual issuance of Common Stock upon the exercise or conversion of any such Option, Right or Convertible Security.

5.5.4.4. ADJUSTMENT OF CONVERSION PRICE UPON ISSUANCE OF ADDITIONAL SHARES OF COMMON STOCK. If the Company shall at any time after the Original Issue Date issue Additional Shares of Common Stock (other than in the acquisition of the assets or capital stock of another corporation but including Additional Shares of Common Stock deemed to be issued pursuant to Subsection 5.5.4.3, but excluding shares issued as a dividend or distribution as provided in Subsection 5.5.6 or upon a stock split or combination as provided in Subsection 5.5.5), without consideration or for a consideration per share less than the applicable Conversion Price in effect on the date of and immediately prior to such issue, then and in such event, such Conversion Price shall be reduced, concurrently with such issue to a price (calculated to the nearest cent) determined by multiplying such Conversion Price by a fraction, (a) the numerator of which shall be (1) the number of shares of Common Stock outstanding immediately prior to such issue plus (2) the number of shares of Common Stock which the aggregate consideration received by the Company for the total number of Additional Shares of Common Stock so issued would purchase at such Conversion Price; and (b) the denominator of which shall be (1) the number of shares of Common Stock outstanding immediately prior to such issue plus (2) the number of such Additional Shares of Common Stock so issued. Notwithstanding the foregoing, the applicable Conversion Price shall not be reduced if the amount of such reduction would be an amount less than $.05, but any such amount shall be carried forward and reduction with respect thereto made at the time of and together with any subsequent reduction which, together with such amount and any other amount or amounts so carried forward, shall aggregate $.05 or more.

5.5.4.5. DETERMINATION OF CONSIDERATION. For purposes of this Subsection 5.5.4, the consideration received by the Company for the issue of any Additional Shares of Common Stock shall be computed as follows:

5.5.4.5.1. Cash and Property: Such consideration shall:

5.5.4.5.1.1. insofar as it consists of cash, be computed at the aggregate of cash received by the Company, excluding amounts paid or payable for accrued interest or accrued dividends;



5.5.4.5.1.2. insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board of Directors; and

5.5.4.5.1.3. in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Company for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (1) and (2) above, as determined in good faith by the Board of Directors.

5.5.4.5.2. OPTIONS, RIGHTS AND CONVERTIBLE SECURITIES. The consideration per share received by the Company for Additional Shares of Common Stock deemed to have been issued pursuant to Subsection 5.5.4.3, relating to Options, Rights and Convertible Securities, shall be determined by dividing

* the total amount, if any, received or receivable by the Company as consideration for the issue of such Options, Rights or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Company upon the exercise of such Options, Rights or the conversion or exchange of such Convertible Securities, by

* the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

5.5.5. ADJUSTMENT FOR STOCK SPLITS AND COMBINATIONS. If the Company shall at any time or from time to time after the Original Issue Date effect a subdivision of the outstanding Common Stock, the Conversion Price then in effect immediately before that subdivision shall be proportionately decreased. If the Company shall at any time or from time to time after the Original Issue Date combine the outstanding shares of Common Stock, the Conversion Price then in effect immediately before the combination shall be proportionately increased. Any adjustment under this paragraph shall become effective at the close of business on the date the subdivision or combination becomes effective.

5.5.6. ADJUSTMENT FOR CERTAIN DIVIDENDS AND DISTRIBUTIONS. In the event the Company at any time, or from time to time after the Original Issue Date shall make or issue, a dividend or other distribution payable in Additional Shares of Common Stock, then and in each such event the Conversion Price shall be decreased as of the time of such issuance, by multiplying the Conversion Price by a fraction:



* the numerator of which shall be the total number of shares of

Common Stock issued and outstanding immediately prior to the time of such issuance, and

* the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance plus the number of shares of Common Stock issuable in payment of such dividend or distribution.

5.5.7. ADJUSTMENTS FOR OTHER DIVIDENDS AND DISTRIBUTIONS. In the event the Company at any time or from time to time after the Original Issue Date shall make or issue a dividend or other distribution payable in securities of the Company other than shares of Common Stock, then and in each such event provision shall be made so that the holders of shares of the Series A Preferred Stock shall receive upon conversion thereof in addition to the number of shares of Common Stock receivable thereupon, the amount of securities of the Company that they would have received had their Series A Preferred Stock been converted into Common Stock on the date of such event and had thereafter, during the period from the date of such event to and including the conversion date, retained such securities receivable by them as aforesaid during such period given application to all adjustments called for during such period, under this paragraph with respect to the rights of the holders of the Series A Preferred Stock.

5.5.8. ADJUSTMENT FOR RECLASSIFICATION, EXCHANGE, OR SUBSTITUTION. If the Common Stock issuable upon the conversion of the Series A Preferred Stock shall be changed into the same or a different number of shares of any class or classes of stock, whether by capital reorganization, reclassification, or otherwise (other than a subdivision or combination of shares or stock dividend provided for above, or a reorganization, merger, consolidation, or sale of assets for below), then and in each such event the holder of each share of Series A Preferred Stock shall have the right thereafter to convert such share into the kind and amount of shares of stock and other securities and property receivable upon such reorganization, reclassification, or other change, by holders of the number of shares of Common Stock into which such shares of Series A Preferred Stock might have been converted immediately prior to such reorganization, reclassification, or change, all subject to further adjustment as provided herein.

5.5.9. ADJUSTMENT FOR MERGER OR REORGANIZATION, ETC. In case of any consolidation or merger of the Company with or into another corporation or the sale of all or substantially all of the assets of the Company to another corporation,

5.5.9.1. if the surviving entity shall consent in writing to the following provisions, then each share of Series A Preferred Stock shall thereafter be convertible into the kind and amount of shares of stock or other securities or property to which a holder of the number of shares of Common Stock of the Company deliverable upon conversion of such Series A Preferred Stock would have been entitled upon such consolidation, merger or sale; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors) shall be made in the application of the provisions in this Section 5.5 set forth with respect to the rights and interest thereafter of the holders of the Series A Preferred Stock, to the end that the



provisions set forth in this Section 5.5 (including provisions with respect to changes in and other adjustments of the Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any shares of stock or other property thereafter deliverable upon the conversion of the Series A Preferred Stock; or

5.5.9.2. if the surviving entity shall not so consent, then each holder of Series A Preferred stock may, after receipt of notice specified in Subsection 5.5.9.1, elect to convert such Stock into Common Shares as provided in this Section 5.5 or to accept the distributions to which such holder shall be entitled under Section 5.3.

5.5.10. NO IMPAIRMENT. The Company will not, by

amendment of its Articles of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Section 5.5 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the Series A Preferred Stock against impairment.

5.5.11. CERTIFICATE AS TO ADJUSTMENTS. Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this Section 5.5, the Company at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder, if any, of Series A Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based and shall file a copy of such certificate with its corporate records. The Company shall, upon the written request at any time of any holder of Series A Preferred Stock, furnish or cause to be furnished to such holder a similar certificate setting forth (1) such adjustments and readjustment, (2) the Conversion Price then in effect, and (3) the number of shares of Common Stock and the amount, if any, of other property which then would be received upon the conversion of Series A Preferred Stock. Despite such adjustment or readjustment, the form of each or all Series A Preferred Stock Certificates, if the same shall reflect the initial or any subsequent conversion price, need not be changed in order for the adjustments or readjustments to be valued in accordance with the provisions of this Certificate of Designation, which shall control.

5.5.12. NOTICE OF RECORD DATE. In the event:

5.5.12.1. that the Company declares a dividend (or any other distribution) on its Common Stock payable in Common Stock or other securities of the Company;

5.5.12.2. that the Company subdivides or combines its outstanding shares of Common Stock;



5.5.12.3. of any reclassification of the Common Stock of the Company (other than a subdivision or combination of its outstanding shares of Common Stock or a stock dividend or stock distribution thereon), or of any consolidation or merger of the Company into or with another corporation, or of the sale of all or substantially all of the assets of the Company; or

5.5.12.4. of the involuntary or voluntary dissolution, liquidation or winding up of the Company

then the Company shall cause to be filed at its principal office or at the office of the transfer agent of the Series A Preferred Stock, and shall cause to be mailed to the holders of the Series A Preferred Stock at their last addresses as shown on the records of the Company or such transfer agent, at least ten days prior to the record date specified in (A) below or twenty days before the date specified in (B) below, a notice stating

5.5.12.5. the record date of such dividend, distribution, subdivision or combination, or, if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution, subdivision or combination are to be determined, or

5.5.12.6. the date on which such reclassification, consolidation, merger, sale, dissolution, liquidation or winding up is expected to become effective, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such reclassification, consolidation, merger, sale, dissolution or winding up.

5.6. MANDATORY CONVERSION.

5.6.1. The Company shall convert all shares of Series A Preferred Stock then outstanding into shares of Common Stock, at the then effective conversion rate pursuant to Section 5.5, on (1) the closing of the sale of shares of Common Stock in a fully underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, other than a registration relating solely to a transaction under Rule 145 under such Act (or any successor thereto) or to an employee benefit plan of the Company, underwritten by a underwriter of national reputation, resulting in at least $5,000,000 of gross proceeds to the Company, or (2), the conversion into Common Stock of a majority of the outstanding shares of Series A Preferred Stock.

5.6.2. All holders of record of shares of Series A Preferred Stock then outstanding will be given at least 10 days' prior written notice of the date fixed and the place designated for mandatory or special conversion of all such shares of Series A Preferred Stock pursuant to this Section 5.6. Such notice will be sent by first-class or registered mail, postage prepaid, to each record holder of Series A Preferred Stock at such holder's address last shown on



the records of the transfer agent for the series A Preferred Stock (or the records of the Company, if it serves as its own transfer agent).

5.7. REDEMPTION OF THE SERIES A PREFERRED STOCK.

5.7.1. If, on August 31, 2006, any shares of Series A Preferred Stock shall be then outstanding, the Company shall have the right to redeem (unless otherwise prevented by law) all (but not less than all) such outstanding shares at an amount per share equal to $1.00 (the "Mandatory Redemption Price").

5.7.2. Sixty days' prior notice by the Company of the exercise of the redemption option pursuant to Section 5.7.1 shall be sent by first-class certified mail, postage prepaid and return receipt requested, by the Company to the holders of the shares of Series A Preferred Stock to be redeemed at their respective addresses as the same shall appear on the books of the Company.

5.7.3. On or prior to each Redemption Date, the Company shall deposit the Redemption Price of all shares of Series A Preferred Stock designated for redemption in the redemption notice and not yet redeemed with a bank or trust corporation having aggregate capital and surplus in excess of $100,000,000 as a trust fund for the benefit of the respective holders of the shares designated for redemption and not yet redeemed, with irrevocable instructions and authority to the bank or trust corporation to pay the Redemption Price for such shares to their respective holders on or after the Redemption Date upon receipt of notification from the Company that such holder has surrendered his share certificate to the Company pursuant to Section 5.7.2 above. As of the Redemption Date, the deposit shall constitute full payment of the shares to their holders, and from and after the Redemption Date the shares so called for redemption shall be redeemed and shall be deemed to be no longer outstanding, and the holders thereof shall cease to be stockholders with respect to such shares and shall have no rights with respect thereto except the rights to receive from the bank or trust corporation payment of the Redemption Price of the shares, without interest, upon surrender of their certificates therefor. Such instructions shall also provide that any moneys deposited by the Company pursuant to this Section 5.7.3 for the redemption of shares thereafter converted into shares of the Company's Common Stock pursuant to Section 5.7.5 hereof prior to the Redemption Date shall be returned to the Company forthwith upon such conversion. The balance of any moneys deposited by the Company pursuant to this Section 5.7.3 remaining unclaimed at the expiration of two (2) years following the Redemption Date shall thereafter be returned to the Company upon its request expressed in a resolution of its Board of Directors.

5.7.4. If upon the Mandatory Redemption Date the assets of the Company available for redemption are insufficient to pay the holders of outstanding shares of Series A Preferred Stock the full amounts to which they are entitled, such holders of shares of Series A Preferred Stock shall share ratably according to the respective amounts which would be payable in respect of such shares to be redeemed by the holders thereof, if all amounts payable



on or with respect to such shares were paid in full.

5.7.5. OPTIONAL REDEMPTION.

5.7.5.1. Upon the occurrence of any Optional Redemption Event the Company will, by notice given to each holder of Series A Preferred Stock, offer to redeem all (but not fewer than all) shares of Series A Preferred Stock then owned by such holder at the Mandatory Redemption Price, except as otherwise provided in Subsection 5.7.5.3.2 below.

5.7.5.2. Upon receipt of a notice given pursuant to Section 5.7.5.1, each holder of Series A Preferred Stock shall have the right to accept such offer by tendering such holder's shares to the Company for redemption, at an address to be set forth in such notice, at any time prior to 5:00 p.m. Phoenix, Arizona time on the 15th day following the making of the offer to redeem by notice given as described herein.

5.7.5.3. The following shall be Optional Redemption Events:

5.7.5.3.1. the failure, for any reason beyond the reasonable control of the Company, of the Company to have received a total consideration of at least $1,000,000 in respect of the sale of shares of Series A Preferred Stock before June 30, 1997; provided, however, that if, through no fault of the Company, a purchaser who has subscribed for shares of Series A Preferred Stock fails to refuses to purchase the number of Series A Preferred Stock it has subscribed for, the Company shall have 90 days from the date of notice to the Company of such failure or refusal to find a qualified replacement purchaser;

5.7.5.3.2. the failure, for any reason beyond the reasonable control of the Company, to have closed a sale of shares of Common Stock in a fully underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, other than a registration relating solely to a transaction under Rule 145 under such Act (or any successor thereto) or to an employee benefit plan of the Company, underwritten by a underwriter of national reputation, resulting in at least $5,000,000 of gross proceeds to the Company (an "IPO Closing"); PROVIDED, HOWEVER, THAT the Company shall pay a multiple of the Mandatory Redemption Price as follows:

5.7.5.3.2.1. 125% of the Mandatory Redemption Price if an IPO Closing shall not have occurred prior to February 28, 1997;

5.7.5.3.2.2. 135% of the Mandatory Redemption Price if an IPO Closing shall not have occurred prior to August 31, 1997; and

5.7.5.3.2.3. 150% of the Mandatory Redemption Price if an IPO Closing shall not have occurred prior to February 28, 1998.



5.7.5.3.3. the occurrence of a Change of Control, which shall be deemed to have occurred if:

5.7.5.3.3.1. any person or group of related or affiliated persons shall have become the beneficial owner or owners of 40% or more of the outstanding voting stock of the Company; provided, that beneficial ownership of Series A Preferred Stock shall not be given effect toward counting a person's or group of related or affiliated persons' beneficial ownership;

5.7.5.3.3.2. there shall have occurred a merger or consolidation in which the Company is not the survivor or in which holders of Common Stock of the Company shall have become entitled to receive cash, securities of the Company other than voting Common Stock or securities of any other person;

5.7.5.3.3.3. at any time a majority of the members of the Board of Directors of the Company shall be persons who were elected at one or more meetings held, or by one or more consents given, by the stockholders of the Company during the preceding twelve months and who were not members of the Board of Directors twelve months prior to that time; or

5.7.5.3.3.4. if the Company shall take any action referred to in Section 5.3.1 without having obtained the required consent of the holders of Series A Preferred Stock.

5.7.6. CANCELLATION OF REDEEMED STOCK. Any shares of Series A Preferred Stock redeemed pursuant to this Section or otherwise acquired by the Company in any manner whatsoever shall be canceled and shall not under any circumstances be reissued; the Company may from time to time take such appropriate corporate action as may be necessary to reduce accordingly the number of authorized shares of the Company's capital stock.

5.7.7. The Company will not, and will not permit any subsidiary of the Company to, purchase or acquire any shares of Series A Preferred Stock otherwise than pursuant to (1) the terms of this Section, or (2) an offer made on the same terms to all holders of Series A Preferred Stock at the time outstanding.

5.7.8. Anything contained in this Section 5.7 to the contrary notwithstanding, the holders of shares of Series A Preferred Stock to be redeemed in accordance with this Section shall have the right, exercisable at any time up to the close of business on the applicable redemption date (unless the Company is legally prohibited from redeeming such shares on such date, in which event such right shall be exercisable until the removal of such legal disability), to convert all or any part of such shares to be redeemed as herein provided into shares of Common Stock pursuant to Section 5.6 hereof.

6. STOCK RIGHTS AND OPTIONS. The Corporation shall have authority, as provided



under the laws of the State of Nevada, to create and issue rights and options entitling the holders thereof to purchase shares of stock of the Corporation. The issuance of such rights and options, whether or not to directors, officers or employees of the Corporation or of any affiliate thereof and not to the stockholders generally, need not be approved or ratified by the stockholders of the Corporation or be authorized by or be consistent with a plan approved or ratified by the stockholders of the Corporation.

7. INITIAL DIRECTORS AND OFFICERS. Members of the governing board shall be styled Directors. The initial board of directors shall consist of three directors. The names and addresses of the persons who are to serve as directors until the next annual meeting of stockholders or until their successors are elected and qualify are:

Tennessee Webb
10105 East Via Linda, Suite 103195
Scottsdale, Arizona 85258

Kevin L. Jones
7501 North 16th Street, Suite 200
Phoenix, Arizona 85020

Harold Roberts
7501 North 16th Street, Suite 200
Phoenix, Arizona 85020

The number of persons to serve on the board of directors thereafter shall be fixed by the Bylaws. The persons who are to serve as officers at the pleasure of the board of directors are:

| | |
|---|---|
| Tennessee Webb | President/C.E.O. |
| Kevin L. Jones | Vice-President/Treasurer |
| Peter de Krey | Vice-President/Secretary |
| James Jones | Vice-President/Assistant Secretary |

8. DISTRIBUTIONS TO STOCKHOLDERS. The board of directors of the corporation may, from time to time, distribute to its stockholders, a portion of its assets, in cash or property, whether or not the distribution, after giving it effect would cause the Corporation's total assets to be less than the sum of the total liabilities plus the amount that would be needed, if dissolution were to occur at the time of distribution, to satisfy the preferential rights upon dissolution of stockholders whose preferential rights are superior to those receiving the distribution. The Board of Directors may base a determination that a distribution is permitted hereunder on (i) financial



statements prepared on the basis of accounting practices that are reasonable under the circumstances; (ii) a fair valuation, including, but not limited to, unrealized appreciation and depreciation; or (iii) any other method that is reasonable in the circumstances.

9. DIRECTOR AND OFFICER LIABILITY. A director and officer of the Corporation shall not be personally liable to the Corporation or its stockholders for damages for breach of fiduciary duty as a director or officer, except for liability (i) for acts or omissions which involve intentional misconduct, fraud or a knowing violation of law, or (ii) for authorizing the unlawful distribution in violation of Section 78.300 of the Nevada General Corporation Law. If the Nevada General Corporation Law is amended after approval by the stockholders of this Article to authorize corporate action further eliminating or limiting the personal liability of directors or officers, then the liability of a director or officer of the Corporation shall be eliminated or limited to the fullest extent permitted by the Nevada General Corporation Law, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director or officer of the Corporation existing at the time of such repeal or modification. No amendment to the Nevada Revised Statutes that further limits the acts, omissions or transactions for which elimination or limitation of liability is permitted shall affect the liability of a director or officer for any act, omission or transaction which occurs prior to the effective date of such amendment.

The number of shares of the corporation outstanding and entitled to vote on an amendment to the Articles of Incorporation is 1,294,300, that said changes and amendments have been consented to and approved by a majority written consent of the stockholders holding at least a majority of each class of stock outstanding and entitled to vote thereon.

DATE: July 3, 1997

/s/ TENNESSEE WEBB
---
Jon "Tennessee" Webb, President

/s/ PETER DE KREY
---
Peter de Krey, Corporate Secretary



STATE OF ARIZONA )
)ss.
County of MARICOPA )

On October 16, 1997, personally appeared before me, a Notary Public, Jon "Tennessee" Webb, President of Renaissance International Group, Ltd., who acknowledged that he executed the above instrument

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Notary Public

My Commission Expires:

- ---

STATE OF ARIZONA )
)ss.
County of MARICOPA )

On October 16, 1997, personally appeared before me, a Notary Public, Peter de Krey, Secretary of Renaissance International Group, Ltd., who acknowledged that he executed the above instrument

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Notary Public

My Commission Expires:

- ---

EXHIBIT 3(ii)

# BYLAWS OF
# RENAISSANCE INTERNATIONAL GROUP, LTD.
# a Nevada corporation

(As Adopted effective July 3, 1997)

## ARTICLE I

## OFFICES

1.1. REGISTERED OFFICE. The registered office of the Corporation in the State of Nevada, shall be in a county and city of the State of Nevada.

1.2. OTHER OFFICES. The Corporation also may 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 II

## STOCKHOLDERS

2.1 STOCKHOLDER MEETINGS.

(a) TIME AND PLACE OF MEETINGS. Meetings of the stockholders shall be held at such times and places, either within or without the State of Nevada, as may from time to time be fixed by the Board of Directors and stated in the notices or waivers of notice of such meetings.

(b) ANNUAL MEETING. Annual meetings of stockholders shall be held within one hundred twenty (120) days of the fiscal year end of the corporation or at such other date and time as may be set and stated in the notice of the meeting. At the annual meeting, stockholders shall elect a board of directors and transact such other business as properly may be brought before the annual meeting.

(c) SPECIAL MEETINGS. Special meetings of the stockholders of the Corporation, for any purpose or purposes, may be called at any time only by the Chairman of the Board, or the Board of Directors pursuant to a resolution approved by a majority of the whole Board of Directors, or at the request in writing of shareholders owning at least 10% of capital stock issued and outstanding and entitled to vote, or such other percentage as required under applicable federal, state or local statutes, regulations or ordinances. Business transacted at any special meeting of the stockholders shall be limited to the purposes stated in the notice of such meeting.

(d) NOTICE OF MEETINGS. Except as otherwise provided by law, the Articles of Incorporation or these Bylaws, written notice of each meeting of the stockholders shall be given not less than ten days nor more than sixty days before the date of such meeting to each stockholder entitled to vote thereat, directed to such stockholder's address as it appears upon the stock ledger of the Corporation, such notice to specify the place, date, hour and purpose or purposes of such meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage

prepaid, addressed to the stockholder at his address as it appears on the stock ledger of the Corporation. When a meeting of the stockholders is adjourned to another time and/or place, notice need not be given of such adjourned meeting if the time and place are announced at the meeting of the stockholders at which the adjournment is taken, unless the adjournment is for more than thirty days or unless after the adjournment a new record date is fixed for such adjourned meeting, in which event a notice of such adjourned meeting shall be given to each stockholder of record entitled to vote thereat. Notice of the time, place and purpose of any meeting of the stockholders may be waived in writing either before or after such meeting and will be waived by any stockholder by such stockholder's attendance

thereat in person or by proxy. Any stockholder so waiving notice of such a meeting shall be bound by the proceedings of any such meeting in all respects as if due notice thereof had been given.

(e) QUORUM. Except as otherwise required by law, the Articles of Incorporation or these Bylaws, the holders of not less than a majority of the shares entitled to vote at any meeting of the stockholders, present in person or by proxy, shall constitute a quorum and the affirmative vote of the majority of such quorum shall be deemed the act of the stockholders. If a quorum shall fail to attend any meeting of the stockholders, the presiding officer of such meeting may adjourn such meeting from time to time to another place, date or time, without notice other than announcement at such meeting, until a quorum is present or represented. At such adjourned meeting at which a quorum is present or represented, any business may be transacted that might have been transacted at the meeting of the stockholders as originally noticed. The foregoing notwithstanding, if a notice of any adjourned special meeting of the stockholders is sent to all stockholders entitled to vote thereat which states that such adjourned special meeting will be held with those present in person or by proxy constituting a quorum, then, except as otherwise required by law, those present at such adjourned special meeting of the stockholders shall constitute a quorum and all matters shall be determined by a majority of the votes cast at such special meeting.

2.2. DETERMINATION OF STOCKHOLDERS ENTITLED TO NOTICE AND TO VOTE. To determine the stockholders entitled to notice of any meeting of the stockholders or to vote thereat, the Board of Directors may fix in advance a record date as provided in Article II, Section 2.8 of these Bylaws, or if no record date is fixed by the Board of Directors, a record date shall be determined as provided by law.

2.3. VOTING.

(a) Except as otherwise required by law, the Articles of Incorporation or these Bylaws, each stockholder present in person or by proxy at a meeting of the stockholders shall be entitled to one vote for each full share of stock registered in the name of such shareholder at the time fixed by the Board of Directors or by law at the record date of the determination of stockholders entitled to vote at such meeting.

(b) Every stockholder entitled to vote at a meeting of the stockholders may do so either (i) in person or (ii) by one or more agents authorized by a written proxy executed by the person or such stockholder's duly authorized agent, whether by manual signature, typewriting, telegraphic transmission or otherwise as permitted by law. No proxy shall be voted on after three years from its date, unless the proxy provides for a longer period.

(c) Voting may be by voice or by ballot as the presiding officer of the meeting of the stockholders shall determine. On a vote by ballot, each ballot shall be signed by the stockholder



voting, or by such stockholder's proxy, and shall state the number of shares voted.

(d) Shares of the Corporation held by another corporation may be voted by such corporation's officer, agent or proxy as its by-laws may prescribe, or in absence of such by-law provision, by any other person designated by resolution of its Board of Directors, and such officer, agent or other person so designated may vote such corporation's shares in this Corporation in person or by proxy appointed by him.

(e) Shares held by an administrator, executor, guardian or conservator may be voted by such representative, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee, other than a trustee in bankruptcy, may be voted by such representative, either in person or by proxy, but no such trustee shall be entitled to vote shares held by him without a transfer of such shares into his name.

(f) Shares standing in the name of a receiver, trustee in bankruptcy, or assignee for the benefit of creditors may be voted by such representative, either in person or by proxy. Shares held by or under the control of such a receiver or trustee may be voted by such receiver or trustee, either in person or by proxy, without the transfer thereof into his name if authority so to do be contained in an appropriate order of the court by which such receiver or trustee was appointed.

(g) A stockholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

(h) If shares stand in the names of two or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, tenants by community property or otherwise, or if two or more persons have the same fiduciary relationship respecting the same shares, unless the Corporation is given written notice to the contrary and is furnished with a copy of the instrument or order appointing them or creating the relationship wherein it is so provided, their acts with respect to voting shall have the following effect: (1) If only one votes, his act binds; (2) If more than one votes, the act of the majority so voting binds all; and (3) If more than one votes, but the vote is evenly split on any particular matter, each fraction may vote the shares in question proportionally.

(i) Shares standing in the name of a married woman but not also standing in the name of her husband with such a designation of mutual relationship on the certificate, may be voted and all rights incident thereto may be exercised in the same manner as if she were unmarried.

(j) Shares of its own stock belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in the elections of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor counted for quorum purposes. Nothing in this Section shall be construed as limiting the right of the Corporation to vote its own stock held by it in a fiduciary capacity..

(k) In advance of or at any meeting of the stockholders, the Chairman of the Board may appoint one or more persons as inspectors of election (the "Inspectors") to act at such meeting. Such Inspectors shall take charge of the ballots at such meeting. After the balloting on any question, the Inspectors shall count the ballots cast and make a written report to the secretary of such meeting of the



results. Subject to the direction of the Chairman of the Board, the duties of such Inspectors may further include without limitation: determining the number of shares outstanding and the voting power of each; the shares represented at the meeting; the existence of a quorum; the authenticity, validity, and effect of proxies; receiving votes, ballots, or consents; hearing and determining all challenges and questions in any way arising in connection with the right to vote; counting and tabulating all votes of consents and determining when the polls shall close; determining the result; and doing such acts as may be proper to conduct the election or vote with fairness to all stockholders. An Inspector need not be a stockholder of the Corporation and any officer of the Corporation may be an Inspector on any question other than a vote for or against such officer's election to any position with the Corporation or any other questions in which such officer may be directly interested. If there are three or more Inspectors, the determination, report or certificate of a majority of such Inspectors shall be effective as if unanimously made by all Inspectors.

2.4. LIST OF STOCKHOLDERS. The officer who has charge of the stock ledger of the Corporation shall prepare and make available, at least ten days or such other period of time as may be required by Federal, State or other jurisdictional body whose rules and regulations govern the allotted time before every meeting of stockholders, a complete list of the stockholders entitled to vote thereat, arranged in either alphabetical order or by zip code, showing the address of and the number of shares registered in the names of each such stockholder. Such list shall be open

to the examination of any stockholder, for any purpose germane to such meeting, either at a place within the city where such meeting is to be held and which place shall be specified in the notice of such meeting, or, if not so specified, at the place where such meeting is to be held. The list also shall be produced and kept at the time and place of the meeting of the stockholders during the whole time thereof, and may be inspected by any stockholder who is present.

2.5. ACTION BY CONSENT OF STOCKHOLDERS. A resolution in writing, signed by stockholders, representing a majority of those shares entitled to vote shall be deemed to be the action of the stockholders to the effect therein expressed with the same force and effect as if the same had been duly passed by the same vote at a duly convened meeting, and it shall be the duty of the Secretary of the Corporation to record such resolution in the minute book of the Corporation under its proper date.

If stockholder action is taken without a meeting by less than unanimous written consent, prompt notice shall be given to those stockholders who have not consented in writing.

2.6. CONDUCT OF MEETINGS. The Chairman of the Board shall have full and complete authority to determine the agenda, to set the procedures and order the conduct of meetings, all as deemed appropriate by such person in his sole discretion with due regard to the orderly conduct of business.

2.7. NOTICE OF AGENDA MATTERS. If a stockholder wishes to present to the Chairman of the Board an item for consideration as an agenda item for a meeting of stockholders, he must give timely notice to the Secretary of the Corporation and give a brief description of the business desired to be brought before the meeting. To be timely, a stockholder's notice must be delivered to or mailed and received at the principal executive offices of the Corporation not less than sixty days nor more than ninety days prior to the meeting; provided, however, that if less than seventy days' notice or prior to public disclosure of the date of the meeting is given or made to stockholders, notice by the stockholder to be timely must be so received not later than the close of business on the fifteenth day following the date on which such notice of the date of the meeting was mailed or such public disclosure was made and



provided further that any other time period necessary to comply with federal solicitation rules or other regulations, if applicable, shall be deemed to be timely.

2.8. RECORD DATE.

(a) In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of the stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights or entitlement to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days prior to the date of such meeting nor more than sixty days prior to any other action. If not fixed by the Board of Directors, the record date shall be determined as provided by law.

(b) A determination of stockholders of record entitled to notice of or to vote at a meeting of the stockholders shall apply to any adjournments of the meeting, unless the Board of Directors fixes a new record date for the adjourned meeting.

(c) Holders of stock on the record date are entitled to notice and to vote or to receive the dividend, distribution or allotment of rights or to exercise the rights, as the case may be, notwithstanding any transfer of the shares set forth in the stock ledger of the Corporation after the record date, except as otherwise provided by agreement or by law, the Articles of Incorporation or these Bylaws.

2.9. INFORMALITIES AND IRREGULARITIES. All informalities or

irregularities in any call or notice of a meeting of the stockholders or in the areas of credentials, proxies, quorums, voting and similar matters, will be deemed waived if no objection is made at the meeting.

## ARTICLE III

## BOARD OF DIRECTORS

3.1. GENERAL POWERS. Unless otherwise restricted by law, the Articles of Incorporation or these Bylaws as to action which shall be authorized or approved by the stockholders, and subject to the duties of directors as prescribed by these Bylaws, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be controlled by, the Board of Directors.

3.2. ELECTION OF DIRECTORS.

(a) NUMBER, QUALIFICATION AND TERM OF OFFICE. The authorized number of directors of the Corporation shall be fixed from time to time by the Board of Directors, but shall not be less than one nor more than nine. The exact number of directors shall be determined from time to time by a resolution duly adopted by a majority of the whole Board of Directors. Directors need not be



stockholders. Until increased by resolution of the Board of Directors, the Board shall set at three members.

(b) RESIGNATION. Any director may resign from the Board of Directors at any time by giving written notice to the Secretary of the Corporation. Any such resignation shall take effect at the time specified therein, or if the time when such resignation shall become effective shall not be so specified, then such resignation shall take effect immediately upon its receipt by the Secretary; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(c) NOMINATION OF DIRECTORS. Candidates for director of the Corporation shall be nominated only either by:

(i) the Chairman of the Board or the Board of Directors, or

(ii) nomination at any stockholders' meeting by or on behalf of any stockholder entitled to vote thereat; provided, that written notice of such stockholder's intent to make such nomination or nominations shall have been given, either by personal delivery or by United States certified mail, postage prepaid, to the Secretary of the Corporation not later than (1) with respect to an election to be held at an annual meeting of the stockholders, twenty days in advance of such annual meeting, and (2) with respect to an election to be held at a special meeting of the stockholders for the election of directors, the close of business of the fifteenth day following the date on which notice of such special meeting is first given to the stockholders entitled to vote thereat. Each such notice by a stockholder shall set forth: (1) the name and address of the (A) stockholder who intends to make the nomination and (B) person or persons to be nominated; (2) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to nominate the person or persons specified in the notice; (3) a description of all arrangements or understandings between the stockholder and each nominee and any other person or persons (naming such person or persons) pursuant to which the nomination or nominations are to be made by the stockholder; (4) such other information regarding each nominee proposed by such stockholder as would be required to be included in a proxy or information statement filed with the Securities and Exchange Commission pursuant to the proxy rules promulgated under

the Securities Exchange Act of 1934, as amended, or any successor statute thereto, had the nominee been nominated, or intended to be nominated, by the Board of Directors; and (5) the manually signed consent of each nominee to serve as a director of the Corporation if so elected. The presiding officer of the meeting of the stockholders may refuse to acknowledge the nominee of any person not made in compliance with the foregoing procedure.

(d) VACANCIES. Vacancies and new directorships resulting from an increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by the sole remaining director. Directors so chosen shall hold office until their successors are duly elected at the annual meeting and qualified. If no directors are in office, an election may be held as provided by statute.



3.3 MEETINGS OF THE BOARD OF DIRECTORS.

(a) REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held without call, and without any requirement of notice, at the following times:

(i) at such times as the Board of Directors shall from time to time by resolution determine; and

(ii) one-half hour prior to any special meeting of the stockholders and immediately following the adjournment of any annual or special meeting of the stockholders.

(b) SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the Chairman of the Board, or the Board of Directors pursuant to a resolution approved by a majority of the whole Board of Directors. Notice of the time and place of special meetings of the Board of Directors shall be given by the Secretary or an Assistant Secretary of the Corporation, or by any other officer authorized by the Board of Directors. Such notice shall be given to each director personally or by mail, messenger, telephone or telegraph at such director's business or residence address. Notice by mail shall be deposited in the United States mail, postage prepaid, not later than the fifth day prior to the date fixed for such special meeting. Notice by telephone or telegraph shall be sent, and notice given personally or by messenger shall be delivered, at least twenty-four hours prior to the time set for such special meeting. Notice of a special meeting of the Board of Directors need not contain a statement of the purpose of such special meeting.

(c) ADJOURNED MEETINGS. A majority of directors present at any regular or special meeting of the Board of Directors or any committee thereof, whether or not constituting a quorum, may adjourn any meeting from time to time until a quorum is present or otherwise, however, notice of the time and place of holding any adjourned meeting shall be required as provided in Section 3.3(b) of these Bylaws.

(d) PLACE OF MEETINGS. Meetings of the Board of Directors, both regular and special, may be held either within or without the State of Nevada.

(e) PARTICIPATION BY TELEPHONE. Members of the Board of Directors or any committee may participate in any meeting of the Board of Directors or committee through the use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another, and such participation shall constitute presence in person at such meeting.

(f) QUORUM. At all meetings of the Board of Directors or any committee thereof, a majority of the total number of directors of the entire then authorized Board of Directors or such committee shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any such meeting at which there is a quorum shall be the act of the Board of Directors or any committee, except as may be otherwise specifically prohibited by law, the Articles of

Incorporation or these Bylaws. A meeting of the Board of Directors or any committee at which a quorum initially is present may continue to transact business notwithstanding the withdrawal of directors



so long as any action is approved by at least a majority of the required quorum for such meeting.

(g) WAIVER OF NOTICE. The transactions of any meeting of the Board of Directors or any committee, 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 hold 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.

3.5. ACTION WITHOUT MEETING. Any action required or permitted to be taken by the Board of Directors at any meeting or at any meeting of a committee may be taken without a meeting if all members of the Board of Directors or such committee consent in writing and the writing or writings are filed with the minutes of the proceedings of the Board of Directors or such committee.

3.6. COMPENSATION OF DIRECTOR. Unless otherwise restricted by law, the Articles of Incorporation or these Bylaws, the Board of Directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, 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 a director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of committees of the Board of Directors may be allowed like compensation for attending committee meetings.

3.7. COMMITTEES OF THE BOARD.

(a) EXECUTIVE COMMITTEE. The Board of Directors may, by resolution adopted by a majority of the whole Board, name two or more of its members and General Counsel, or such other legal advisor as it deems appropriate, as an Executive Committee. Such Executive Committee will have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation while the Board is not in session, subject to such limitations as may be included in the Board's resolution; provided, however, that such Executive Committee shall not have the authority of the Board of Directors in reference to the following matters: (1) the submission to stockholders of any action that requires the authorization or approval under applicable law; (2) the filling of vacancies on the Board of Directors or in any committee of the Board of Directors; (3) the amendment or repeal of these Bylaws, or the adoption of new bylaws; and (4) the fixing of compensation of Directors for serving on the Board or on any Committee of the Board of Directors. A majority of those named to the Executive Committee will constitute a quorum and the Committee may at any time act by the written consent of a quorum thereof, although not formally convened.

(b) OTHER COMMITTEES. The Board of Directors may from time to time, by resolution adopted by a majority of the whole Board, appoint other standing or temporary Committees consisting of at least one current member of the Board of Directors, and such other individuals as the Board of Directors may determine. These Committees will be vested with such powers as the Board may include in its resolution; provided, however, that such Committees shall be restricted in their authority that all actions taken are subject to review and ratification by the Executive Committee and the Board of Directors. A majority of those named to any such Committees will constitute a quorum and the Committee may at any time act by the



written consent of a quorum thereof, although not formally convened.

(c) MINUTES OF MEETINGS. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

3.8. INTERESTED DIRECTORS. In addition to the statutory and corporate common law of Nevada, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority or the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

## ARTICLE IV

## OFFICERS

4.1. OFFICERS.

(a) NUMBER. The officers of the Corporation shall be chosen by the Board of Directors and will include a Chairman of the Board of Directors (who must be a director as chosen by the Board of Directors), a President, Secretary and a Treasurer and may include Chief Officers and any number of Vice-Presidents. The Board of Directors also may appoint one or more Assistant Secretaries or Assistant Treasurers and such other officers and agents with such powers and duties as it shall deem necessary. Any Vice President may be given such specific designation as may be determined from time to time by the Board of Directors. Any number of offices may be held by the same person, unless otherwise restricted by law, the Articles of Incorporation or these Bylaws. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

(b) ELECTION AND TERM OF OFFICE. The officers shall be elected annually by the Board of Directors at its regular meeting following the annual meeting of the stockholders and each officer shall hold office until the next annual election of officers and until such officer's successor is elected and qualified, or until such officer's death, resignation or removal. Any officer may be removed at any time, with or without cause, by a vote of the majority of the whole Board of Directors. Any vacancy occurring in any office may be filled by the Board of Directors.



(c) SALARIES. THE SALARIES OF ALL OFFICERS OF THE CORPORATION shall be fixed by the Board of Directors or a committee thereof from time to time.

4.2. CHAIRMAN OF THE BOARD OF DIRECTORS. The Board of Directors will elect a Chairman to serve as a Non-Executive Officer of the Corporation. The Chairman will preside at all meetings of the Board of Directors and be vested with such other powers and duties as the Board may from time to time delegate to him.

4.3. CHIEF OFFICERS. The Board of Directors may elect a Chief Executive Officer, a Chief Financial Officer and a Chief Operating Officer, all of whom shall also be Directors of the Corporation. The Chief Executive Officer shall be the presiding officer over all business affairs of the Corporation, subject only to the direction of the Board of Directors. The Chief Financial Officer of the Corporation shall be the presiding officer over the financial affairs of the Corporation, subject only to the direction of the Board of Directors and the Chief Executive Officer. The Chief Operating Officer of the Corporation shall be the presiding officer over the operational affairs of the Corporation, subject only to the direction of the Board of Directors and the Chief Executive Officer. Except as may otherwise be specifically provided in a resolution of the Board of Directors, the Chief Officers will be proper officers to sign on behalf of the Corporation any deed, bill of sale, assignment, option, mortgage, pledge, note, bond, evidence of indebtedness, application, consent (to service of process or otherwise), agreement, indenture or other instrument of any significant importance to the Corporation.

4.4. PRESIDENT. The President, absent the election of a Chief Executive Officer, will supervise the business and affairs of the Corporation and the performance by all of its other officers, excluding Chief Officers, of their respective duties, subject to the control of the Board of Directors. Absent the election of a Chief Executive Officer by the Board of Directors, the President will be the Chief Executive Officer of the Corporation. Except as may otherwise be specifically provided in a resolution of the Board of Directors, the President will be a proper officer to sign on behalf of the Corporation any deed, bill of sale, assignment, option, mortgage, pledge, note, bond, evidence of indebtedness, application, consent (to service of process or otherwise), agreement, indenture or other instrument of any significant importance to the Corporation. The President may represent the Corporation at any meeting of the stockholders of any other Corporation in which this Corporation then holds shares, and may vote this Corporation's shares in such other corporation in person or by proxy appointed by him, provided that the Board of Directors may from time to time confer the foregoing authority upon any other person or persons. The President may designate any Vice President to perform any acts, on behalf of the Corporation, in his place.

4.5. VICE PRESIDENTS. One or more Vice Presidents may be elected by the Board of Directors each of whom (in the order designated by the Board) will be vested with all of the powers and charged with all of the duties (including those herein before specifically set forth) of the President in the event of his absence or disability. Each Vice President will perform such other duties as may from time to time be delegated or assigned to him/her by the Board of



Directors, Chief Executive Officer, Chief Operating Officer or the President, in that order.

4.6. SECRETARY AND ASSISTANT SECRETARIES. The Secretary will keep the minutes of meetings of the stockholders, Board of Directors and any Committee, and all unanimous written consents of the stockholders, Board of Directors and any Committee of the Corporation, see that all notices are duly given in accordance with the provisions of these By-Laws or as required by applicable law, be custodian of the Corporate Seal and Corporate Records, and, in general, perform all duties incident to his office. Except as may otherwise be specifically provided in a resolution of the Board of Directors, the Secretary and each Assistant Secretary will be a proper officer to take charge of the Corporation's stock ledger, and to compile the voting record, and to impress the Corporation's Seal on any instrument signed by a duly authorized or empowered officer, and to attest to the same.

4.7. TREASURER AND ASSISTANT TREASURERS. The Treasurer, absent the election of a Chief Financial Officer, shall serve as the Chief Financial Officer and will maintain the financial records of the Corporation and supervise all Corporate reporting with any and all government agencies. The Treasurer will keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation, and will cause all money and other valuable effects to be deposited in the name and to the

credit of the Corporation in such depositories, subject to withdrawal in such manner as may be designated by the Board of Directors and the Chief Executive Officer. The Treasurer will render to the President and to the Directors (at the regular meetings of the Board or whenever they may require), an account of all his transactions, as Treasurer, and of the financial condition of the Corporation.

## ARTICLE V

## INDEMNIFICATION AND INSURANCE

5.1. RIGHT TO INDEMNIFICATION. Subject to the terms and conditions of this Article V, each officer or director of the Corporation who was or is made a party or witness or is threatened to be made a party or witness to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action or inaction in an official capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the general corporate law of Nevada as set forth in Section 78 et. seq. of the Nevada Revised Statutes ("GCL"), as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorney's fees, judgements, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided,



however, that, except as provided in Article V hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Section shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the GCL requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking in the form then required by the GCL (if any), by or on behalf of such indemnitee, with respect to the repayment of amounts so advanced (hereinafter an "undertaking").

5.2. RIGHT TO INDEMNITEE TO BRING SUIT. If a claim under Section 5.1 of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expenses of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the GCL. Neither the failure of the Corporation (including the Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is

proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the GCL, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right hereunder, or by the Corporation to recover an advancement of expenses pursuant to he terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified or to such advancement of expenses under this Section or otherwise shall be on the Corporation.

5.3. SPECIFIC LIMITATIONS ON INDEMNIFICATION. Notwithstanding anything in this Article to the contrary, the Corporation shall not be obligated to make any payment to any indemnitee with respect to any proceeding (i) to the extent that payment is actually made to the indemnitee under any insurance policy, or is made to indemnitee by the Corporation or an affiliate thereof otherwise than pursuant to this Article, (ii) for any expense, liability or loss in connection with a proceeding settled without the Corporation's written consent, which consent, however, shall not be unreasonably withheld, (iii) for an accounting of profits made from the purchase or sale by the indemnitee of securities of the Corporation within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of any state statutory or common law, (iv) where the indemnitee acted in bad faith or with gross negligence, or (v) where prohibited by applicable law.



5.4. CONTRACT. The provisions of this Article shall be deemed to be a contract between the Corporation and each director and officer who serves in such capacity at any time while such Section is in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter based in whole or in part upon any such state of facts.

5.5. PARTIAL INDEMNITY. If the indemnitee is entitled under any provision of this Article to indemnification by the Corporation for some or a portion of the expenses, liabilities or losses incurred in connection with a proceeding but not, however, for all of the total amount thereof, the Corporation shall nevertheless indemnify the indemnitee for the portion thereof to which the indemnitee is entitled. Moreover, notwithstanding any other provision of this Article, to the extent that the indemnitee has been successful on the merits or otherwise in defense of any or all claims relating in whole or in part to a proceeding or in defense of any issue or matter therein, including dismissal without prejudice, the indemnitee shall be indemnified against all loss, expense and liability incurred in connection with the portion of the proceeding with respect to which indemnitee was successful on the merits or otherwise.

5.6. NON-EXCLUSIVITY OF RIGHTS. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the Articles of Incorporation, these Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

5.7. INSURANCE. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the GCL.

5.8. INDEMNIFICATION OF EMPLOYEES AND AGENTS OF THE CORPORATION. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses, to any employee or agent of the Corporation to the fullest extent of the provisions of this Article with respect to the indemnification and advancement of expenses of directors and officers of

the Corporation, or to such lesser extent as may be determined by the Board of Directors.

5.9. NOTICE BY INDEMNITEE AND DEFENSE OF CLAIM. The indemnitee shall promptly notify the Corporation in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any matter, whether civil, criminal, administrative or investigative, but the omission so to notify the Corporation will not relieve it from any liability which it may have to the indemnitee if such omission does not prejudice the Corporation's rights. If such omission does prejudice the Corporation's rights, the Corporation will be relieved from liability only to the extent of such prejudice; nor will such omission relieve the Corporation from any liability which it may have to the indemnitee otherwise than under this Article V. With respect to any proceedings as to which the indemnitee notifies the Corporation of the commencement thereof:

(a) The Corporation will be entitled to participate therein at its own expense; and

(b) The Corporation will be entitled to assume the defense thereof, with counsel reasonably satisfactory to the indemnitee; provided, however, that the Corporation shall not be entitled to assume the defense of any proceeding (and this Section 5.9 shall be inapplicable to such proceeding) if



the indemnitee shall have reasonably concluded that there may be a conflict of interest between the Corporation and the indemnitee with respect to such proceeding. After notice from the Corporation to the indemnitee of its election to assume the defense thereof, the Corporation will not be liable to the indemnitee under this Article V for any expenses subsequently incurred by the indemnitee in connection with the defense thereof, other than reasonable costs of investigation or as otherwise provided below. The indemnitee shall have the right to employ his own counsel in such proceeding but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of the indemnitee unless:

(i) The employment of counsel by the indemnitee has been authorized by the Corporation in writing; or

(ii) The Corporation shall not have employed counsel to assume the defense in such proceeding or shall not have assumed such defense and be acting in connection therewith with reasonable diligence;

in each of which cases the fees and expenses of such counsel shall be at the expense of the Corporation.

(c) The Corporation shall not settle any proceeding in any manner which would impose any penalty or limitation on the indemnitee without the indemnitee's written consent; provided, however, that the indemnitee will not unreasonably withhold his consent to any proposed settlement.

## ARTICLE VI

## CERTIFICATES FOR SHARES AND THEIR TRANSFER

6.1. CERTIFICATES FOR SHARES. Unless otherwise provided by a resolution of the Board of Directors, the shares of the Corporation shall be represented by a certificate. The certificates of stock of the Corporation shall be numbered and shall be entered in the stock ledger of the Corporation as they are issued. They shall exhibit the holder's name and number of shares and shall be signed by or in the name of the Corporation by (a) the Chairman of the Board of Directors, or the President or any Vice-President and (b) the Secretary or any Assistant Secretary. Any or all of the signatures on a certificate may be facsimile. In case any officer of the Corporation, transfer agent or registrar who has signed, or whose facsimile signature has been placed upon such certificate,

shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, such certificate may nevertheless be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issuance.

6.2. CLASSES OF STOCK.

(a) If the Corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualification, limitations, or restrictions of such preferences or rights shall be set forth in full or summarized on the face or back of the certificate that the Corporation shall issue to represent such class or series of stock; provided, that, except as otherwise provided in Section 78.195(5) of the Nevada Revised Statutes in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate that the Corporation shall issue to represent such class or series of stock, a statement that the Corporation will furnish without



charge to each stockholder who so requests the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences or rights.

(b) Within a reasonable time after the issuance or transfer of uncertified stock, the Corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to applicable law (including Sections 78.195, 78.205, 78.235 and 78.242 of the Nevada Revised Statutes) or a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences or rights.

6.3. TRANSFER. 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, assignation or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its stock ledger. Upon receipt of proper transfer instructions from the registered owner of uncertified shares, such uncertified shares shall be canceled, issuance of new equivalent uncertified shares or certified shares shall be made to the person entitled thereto and the transaction shall be recorded upon the stock ledger of the Corporation.

6.4. RECORD OWNER. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof, and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by the laws of the State of Nevada.

6.5. LOST CERTIFICATES. The Board of Directors may direct a new certificate or certificates or uncertified shares to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates or uncertified shares, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as the Board of Directors shall require to 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 stolen or destroyed.

ARTICLE VII

MISCELLANEOUS

7.1. EXECUTION OF INSTRUMENTS. The Board of Directors may, in its discretion, determine the method and designate the signatory officer or officers, or other persons, to execute any corporate instrument or document or to sign the corporate name without limitation, except where otherwise provided by law, the Articles of Incorporation or these Bylaws. Such designation may be general or confined to specific instances.



7.2. VOTING OF SECURITIES OWNED BY THE CORPORATION. All stock and other securities of other corporations held by the Corporation shall be voted, and all proxies with respect thereto shall be executed, by the person so authorized by resolution of the Board of Directors, or, in the absence of such authorization, by the Chairman of the Board.

7.3. CORPORATE SEAL. A corporate seal shall not be requisite to the validity of any instrument executed by or on behalf of the Corporation. If a corporate seal is used, the same shall be at the pleasure of the officer affixing seal either (a) a circle having on the circumference thereof the words "RENAISSANCE INTERNATIONAL GROUP, LTD." and in the center "Incorporated - 1994, Nevada", or (b) a seal containing the words "Corporate Seal" in the center thereof.

7.4. CONSTRUCTION AND DEFINITIONS. Unless the context requires otherwise the general provisions, rules of construction and definitions in the Nevada Revised Statutes and the Articles of Incorporation shall govern the construction of these Bylaws.

7.5. AMENDMENTS. These Bylaws may be altered, amended or repealed by a majority vote of the Board of Directors or the stockholders.

7.6. DESCRIPTIVE HEADINGS. The descriptive headings of the paragraphs of these Bylaws are inserted for convenience only and shall not control or affect the meaning or construction of any provision hereof.

7.7. REFERENCE THERETO. Any reference herein made to the Corporation's Articles will be deemed to refer to its Articles of Incorporation and all Amendments thereto as at any given time on file with the Nevada Secretary of State, together with any and all certificates theretofore filed by the Corporation with the Nevada Secretary of State pursuant to applicable law.

7.8. SENIORITY THEREOF. The Articles will in all respects be considered senior and superior to these By-Laws, with any inconsistency to be resolved in favor of the Articles, and with these By-Laws to be deemed automatically amended from time to time to eliminate any such inconsistency which may then exist.

7.9. NUMBER AND GENDER. Whenever used herein, the singular number shall include the plural and the singular, and the use of any gender shall be applicable to all genders.



CERTIFICATE OF ADOPTION

The undersigned, Secretary of the Corporation, hereby testifies the foregoing Bylaws were adopted by the Board of Directors of Renaissance International Group, Ltd., a Nevada Corporation, pursuant to a written consent and resolution of the Board of Directors dated July 3, 1997.

July 3, 1997 /s/ PETER DE KREY

Peter de Krey, Corporate Secretary

EXHIBIT 10(i)

# EMPLOYMENT AGREEMENT

THIS AGREEMENT (this "Agreement") is by and between RENAISSANCE INTERNATIONAL GROUP, LTD., a Nevada corporation ("Company"), and KEVIN JONES, an individual ("Employee").

## RECITALS:

A. Company is engaged, among other things, in the business of managing and operating medical facilities and developing digital interface technology systems for the medical and related industries ("Company Business").

B. Company desires to retain the services of Employee as an executive, to act as its SENIOR VICE PRESIDENT OF OPERATIONS/CHIEF OPERATING OFFICER, and Employee desires and is willing to continue employment with the Company in that capacity.

C. Company and Employee desire to embody the terms and conditions of Employee's employment in a written agreement, which will supersede all prior agreements of employment, whether written or oral, pursuant to the terms and conditions hereinafter set forth.

D. The Board of Directors of Company (the "Board"), has determined that it is in the best interests of Company and its shareholders to assure that Company will have the continued dedication of Employee, notwithstanding the possibility, threat or occurrence of a Change of Control (as defined in Section 6(f)) of Company. The Board believes it is imperative to diminish the inevitable distraction of Employee by virtue of the personal uncertainties and risks created by a pending or threatened Change of Control and to encourage Employee's full attention and dedication to Company currently and in the event of any threatened or pending Change of Control, and to provide Employee with compensation and benefits arrangements upon a Change of Control which ensure that the compensation and benefits expectations of Employee will be satisfied and which are competitive with those of other corporations. Therefore, in order to accomplish these objectives, the Board has caused Company to enter into this Agreement.

## AGREEMENT

In consideration of the recitals and mutual agreements hereinafter set forth, the parties agree as follows:

1. EMPLOYMENT. Company agrees to continue to employ Employee on a full-time basis, in accordance with the terms and conditions set forth herein, and Employee agrees to accept such continued full-time employment in accordance with said terms and conditions. Employee shall have such duties and responsibilities as shall be allocated to him from time to time by the Board in his capacity as the Senior Vice President of Operations/Chief Operating Officer. Employee's title and duties may be changed from time to time in the discretion of Company's Board so long as he is maintained in an executive capacity with duties, responsibilities and privileges commensurate with his current level of employment. Employee agrees to devote his full time, skill, knowledge and attention to the business of Company and the performance of his duties under this Agreement. Employee shall report directly to the President of Company.

2. TERM. The initial term (the "Term") of employment under this Agreement shall commence on February 1, 1998 (the "Effective Date") and shall continue for a period of five (5)

years, unless earlier terminated as set forth in Section 6 below. Thereafter, this Agreement shall automatically renew for an additional three-year period (the "Renewal Term") unless either party gives the other written notice of non-renewal at least 30 days prior to the expiration of the Term or Renewal Term.

3. COMPENSATION.

(a) BASE SALARY. Company agrees to pay Employee an initial annual base salary of $120,000, before deducting all applicable withholdings which shall be payable in accordance with Company's standard executive payroll policies as they may be revised from time to time. Employee's annual base salary shall thereafter be subject to annual adjustment in accordance with Company's standard executive compensation policies, but in no event shall Employee's annual base salary be less than $120,000 per year during the Term or Renewal Term.

(b) INCENTIVE BONUS. After commencing his duties as Senior Vice President of Operations/Chief Operating Officer, Company's Executive Committee shall, at its option, design and present to the Board for review, adjustment and adoption, an incentive compensation program for key employees. Employee shall be designated as a key employee and shall be entitled to participate in such program, and if financial targets established pursuant to the program are met, will be eligible to earn in any year an additional maximum amount of compensation in the form of stock, stock options and/or cash as determined by Company's Executive Committee.

(c) DEDUCTIONS. Company shall deduct from the payments made to Employee hereunder any federal, state or local withholding or other taxes or charges which Company is required to deduct under applicable law, and all amounts payable to Employee under this Agreement are stated before any such deductions. Company shall have the right to rely upon written opinion of counsel if any questions arise as to any deductions.

4. BENEFITS.



(a) INSURANCE. In addition to the compensation described above, while Employee is employed hereunder, Company shall pay for and provide Employee and his dependents with the same amount and type of health, medical and life insurance as is provided from time to time to executive officers of Company during the Term and Renewal Term, if applicable.

(b) EXPENSE REIMBURSEMENT. In addition to the compensation and benefits provided above, Company shall, upon prior approval of the Executive Committee and receipt of appropriate documentation, reimburse Employee each month for his reasonable travel, lodging and other ordinary and necessary business expenses consistent with Company's policies as in effect from time to time.

(c) RETIREMENT PLAN. In addition to the compensation and benefits provided above, Company shall pay for and provide Employee a retirement or pension plan as is provided from time to time to executive officers of Company during the Term and Renewal Term, if applicable.

5. VACATION. Employee shall be entitled to vacation with pay in accordance with Company's vacation policy as in effect from time to time. In addition, Employee shall be entitled to such holidays as Company may approve for its executive personnel.

6. TERMINATION. The Board may terminate Employee's employment by Company prior to the expiration of the Term or Renewal Term in the manner provided in either Section 6(a) or Section 6(b). Additionally, if notice of non-renewal is given pursuant to Section 2, the term of employment shall expire at the end of the Term and Employee shall be entitled to compensation as provided in Section 6(e).

(a) FOR CAUSE. Company may terminate this Agreement for cause upon written notice to the Employee stating the facts constituting such cause, provided that Employee shall have 10 days following such notice to cure any conduct or act, if curable, alleged to provide grounds for termination for cause hereunder. In the event of

termination for cause, any unexercised stock options granted pursuant to Section 3(c) shall automatically expire, and Company shall be obligated to pay Employee only the salary due him through the date of termination pursuant to Section 3(a). Cause shall include material neglect of duties, failure to abide by ethical and good faith instructions or policies from or set by the Board, conviction of a felony or serious misdemeanor offense or pleading guilty or NOLO CONTENDERE to same, the commission by Employee of an act of dishonesty or moral turpitude, Employee's breach of this Agreement, breach by Employee of any other material obligation to Company, or upon the bankruptcy, receivership, dissolution or cessation of business of Company.

(b) WITHOUT CAUSE. Any termination of Employee by Company for any other reason than for cause shall constitute a termination without cause. Any termination resulting from a Change of Control as defined below shall constitute a termination without cause without the necessity of written notice to Employee. Upon termination under this Section 6(b), Company shall (i) pay to Employee his base salary at the time of termination due him through the date of the expiration of the Term, or Renewal Term, if applicable; and (ii) within 60 days after the end of the fiscal year in which termination pursuant to this Section 6(b) occurs, Employee shall be entitled to receive a separation payment as defined below.

(c) DISABILITY. If during the Term, or Renewal Term, if applicable, Employee fails to perform his duties hereunder because of physical or mental illness or other incapacity for a period of two consecutive months, or for 45 days during any 120-day period, Company



shall have the right to terminate this Agreement without further obligation hereunder except for any bonus amount payable in accordance with this Section 6(c) and any amounts payable pursuant to disability plans generally applicable to executive employees. Company shall provide Employee with notice of commencement of the disability period, which period cannot commence more than seven (7) days prior to the date of the notice. If there is any dispute as to whether Employee is or was physically or mentally disabled under this Agreement, or whether his disability has ceased and he is able to resume his duties, such question shall be submitted to a licensed physician agreed upon by the parties. Employee shall submit to such examinations and provide information as such physician may request, and the determination of such physician as to Employee's physical or mental condition shall be binding and conclusive on the parties. Company agrees to pay the cost of any such physician's services, tests and examinations.

(d) DEATH. If Employee dies during the Term, or Renewal Term, if applicable, this Agreement shall terminate immediately, and the Employee's legal representatives shall be entitled to receive the base salary due the Employee through the last day of the calendar month in which his death shall have occurred and any other death benefits generally applicable to executive employees.

(e) NON-RENEWAL. If Employee's term of employment is not renewed by Company as contemplated by Section 2 at the end of the Term, Company shall pay to Employee the base salary due him through the end of the Term, less applicable withholdings.

(f) CHANGE OF CONTROL. For purposes of this Agreement (except to the extent governed or affected by Section 280G of the Internal Revenue Code of 1986, as amended (the "Code")), "Change in Control" shall be deemed to have occurred if the conditions set forth in any one of the following paragraphs shall have been satisfied:

i) Any "person" (as such term is used in Section 13(d) and 14(d)) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or "persons" acting in concert, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company

representing twenty-five percent (25%) or more of the combined voting power of Company's then outstanding securities, provided that the term "person" for purposes of this Section 6(f)(i) shall exclude Company or any trustee or other fiduciary holding securities under an employee benefit plan of Company; or

ii) The stockholders of Company approve an acquisition and/or merger or consolidation of Company with any other corporation, other than (A) an acquisition and/or a merger or consolidation which would result in the voting securities of Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of Company, at least seventy percent (70%) of the combined voting power of the voting securities of Company or such surviving entity outstanding immediately after such merger or consolidation, or (B) an acquisition and/or merger or consolidation effected to implement a recapitalization of Company (or similar transaction) in which no person acquires more than fifty percent (50%) of the combined voting power of Company's then outstanding securities; or



iii) The stockholders of Company approve a plan of complete liquidation of Company or an agreement for the sale or disposition by Company of all or substantially all Company's assets.

(g) SEPARATION PAYMENT. i) For purposes of this Agreement, "Separation Payment" means a payment equal to 2.99 times the Employee's annual base salary at the time of termination, subject to the limitations in (6)(g)(ii), below.

ii) If the Separation Payment plus any other severance benefits or any other payments or benefits received or to be received by Employee from the Company (whether payable pursuant to the terms of this Agreement or pursuant to any other plan, agreement or arrangement with the Company or any corporation ("Affiliate") affiliated with the Company within the meaning of Section 1504 of the Code (collectively, "Severance Benefits"), in the opnion of tax counsel selected by the Company and acceptable to Employee, constitute "parachute payments" within the meaning of Section 280G (b)(2) of the Code, and the present value of such "parachute payments" equals or exceeds three times the average of the annual compensation payable to Employee by the Company (or an Affiliate) and includable in Employee's gross income for federal income tax purposes for the five years preceding the year in which the Employee was terminated without cause under Section 6(b) of this Agreement (including, without limitation, a termination without cause upon a Change of Control) ("Base Amount"), if, but only if Employee so elects in writing, such Severance Benefits shall be reduced to an amount the present value of which (when combined with the present value of any other payments or benefits otherwise received or to be received by Employee from the Company or an Affiliate that are deemed "parachute payments") is equal to 2.99 times the Base Amount, notwithstanding any other provision to the contrary in this Agreement. However, the Severance Benefits shall not be reduced if in the opinion of such tax counsel, the Severance Benefits (in their full amount or as partially reduced, as the case may be) plus all other payments or benefits which constitute "parachute payments" within the meaning of Section 280G (b)(2) of the Code are reasonable compensation for services actually rendered, within the meaning of Section 280G (b)(4) of the Code, and such payments are deductible by the Company. The Base Amount shall include every type and form of compensation includable in Employee's gross income in respect of his employment by the company (or an Affiliate), except to the extent otherwise provided in temporary or final regulations promulgated under

Section 280G (b) of the Code. For purposes of this Section 6 (g)(ii), a "change in ownership or control" shall have the meaning set forth in Section 280G (b) of the Code and any temporary or final regulations promulgated thereunder. The present value of any non-cash benefit or any deferred cash payment shall be determined by the Company's independent auditors in accordance with the principles of Sections 280G (d)(3) and (4) of the Code.

iii) Employee shall have the right to request that the Company obtain a ruling from the Internal Revenue Service ("Service") as to whether any or all payments or benefits determined by such tax counsel are, in the view of the Service, "parachute payments" under Section 280G. If a ruling is sought pursuant to executive's request, no Severance Benefits payable under this Agreement shall be made to Employee to the extent they would exceed 2.99 times the Base Amount until after 15 days from the date of such ruling. For purposes of this Section 6, Employee



and the Company agree to be bound by the Service's ruling as to whether payments constitute "parachute payments" under Section 280G. If the Service declines, for any reason, to provide the ruling requested, the tax counsel's opinion provided with respect to what payments or benefits constitute "parachute payments" shall control, and the period during which the excessive portion of the Severance Benefits may be deferred shall be extended to a date 15 days from the date of the Service's notice indicating that no ruling would be forthcoming.

iv) If Section 280G, or any successor statute, is repealed, this Section 6(g) shall cease to be effective on the effective of such repeal. The parties to this Agreement recognize that final regulations under Section 280G of the Code may affect the amounts that may be paid under this Agreement and agree that, upon issuance of such final regulations this Agreement may be modified as in good faith deemed necessary in light of the provisions of such regulations to achieve the purposes of this Agreement, and that consent to such modifications shall not be unreasonably withheld.

7. NON-COMPETITION; CONFIDENTIAL INFORMATION.

(a) CONFIDENTIAL INFORMATION. Employee acknowledges that Employee may receive, or contribute to the production of, Confidential Information. For purposes of this Agreement, Employee agrees that "Confidential Information" shall mean information or material proprietary to Company or designated as Confidential Information by Company and not generally known by non-Company personnel, which Employee develops or of or to which Employee may obtain knowledge or access through or as a result of Employee's relationship with Company (including information conceived, originated, discovered or developed in whole or in part by Employee). Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing) related to Company's business: discoveries, inventions, ideas, concepts, research, development, processes, procedures, "know-how", formulae, marketing techniques and materials, marketing and development plans, business plans, customer names and other information related to customers, price lists, pricing policies, financial information, employee compensation, and computer programs and systems. Confidential Information also includes any information described above which Company obtains from another party and which Company treats as proprietary or designates as Confidential Information, whether or not owned by or developed by Company. Employee acknowledges that the Confidential Information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. Information publicly known without breach of this

Agreement that is generally employed by the trade at or after the time Employee first learns of such information, or generic information or knowledge which Employee would have learned in the course of similar employment or work elsewhere in the trade, shall not be deemed part of the Confidential Information. Employee further agrees:

i) To furnish Company on demand, at any time during or after employment, a complete list of the names and addresses of all present, former and potential customers and other contacts gained while an employee of Company in Employee's possession, whether or not in the possession or within the knowledge of Company;



ii) that all notes, memoranda, documentation and records in any way incorporating or reflecting any Confidential Information shall belong exclusively to Company, and Employee agrees to turn over all copies of such materials in Employee's control to Company upon request or upon termination of Employee's employment with Company;

iii) that while employed by Company and thereafter Employee will hold in confidence and not directly or indirectly reveal, report, publish, disclose or transfer any of the Confidential Information to any person or entity, or utilize any of the Confidential Information for any purpose, except in the course of Employee's work for Company; and

iv) that any idea in whole or in part conceived of or made by Employee during the term of his employment, consulting, or similar relationship with Company which relates directly or indirectly to Company's current or planned lines of business and is made through the use of any of the Confidential Information of Company or any of Company's equipment, facilities, trade secrets or time, or which results from any work performed by Employee for Company, shall belong exclusively to Company and shall be deemed a part of the Confidential Information for purposes of this Agreement. Employee hereby assigns and agrees to assign to Company all rights in and to such Confidential Information whether for purposes of obtaining patent or copyright protection or otherwise. Employee shall acknowledge and deliver to Company, without charge to Company (but at its expense) such written instruments and do such other acts, including giving testimony in support of Employee's authorship or inventorship, as the case may be, necessary in the opinion of Company to obtain patents or copyrights or to otherwise protect or vest in Company the entire right and title in and to the Confidential Information.

(b) NON-COMPETITION. During the Term, Employee agrees that he shall not enter into or engage, directly or indirectly, whether on his own account or as a shareholder (other than as a less than 2% shareholder of a publicly-held company), partner, joint venturer, employee, consultant, advisor, and/or agent, of any person, firm, corporation, or other entity, in any or all of the following activities:

i) Engaging in Company Business in the United States;

ii) soliciting the past or existing customers, clients, suppliers, or business patronage of Company or any of its predecessors, affiliates or subsidiaries, or use any Confidential Information (as defined in Section 7(a)) for the purpose of, or which results in, competition with Company or any of its affiliates or subsidiaries;

iii) soliciting the employment of any employees of Company or any of its affiliates or subsidiaries; and

iv) promoting or assisting, financially or otherwise, any person, firm, association, corporation, or other entity engaged in the Company Business in the United States.

(c) INJUNCTIONS. It is agreed that the restrictions contained in this Section 7 are reasonable, but it is recognized that damages in the event of the breach of any of the restrictions will be difficult or impossible to ascertain; and, therefore, Employee agrees that,



in addition to and without limiting any other right or remedy Company may have, Company shall have the right to an injunction against Employee issued by a court of competent jurisdiction enjoining any such breach without showing or proving any actual damage to Company.

(d) Employee also agrees, acknowledges, covenants, represents and warrants as follows:

i) That he has read and fully understands the foregoing restrictions and that he has consulted with a competent attorney regarding the uses and enforceability of restrictive covenants;

ii) that he is aware that there may be defenses to the enforceability of the foregoing restrictive covenants, based on time or territory considerations, and that he knowingly, consciously, intentionally and entirely voluntarily, irrevocably waives any and all such defenses and will not assert the same in any action or other proceeding brought by Company for the purpose of enforcing the restrictive covenants or in any other action or proceeding involving him and Company;

iii) that he is fully and completely aware that, and further understands that, the foregoing restrictive covenants are an essential part of the consideration for Company entering into this Agreement and that Company is entering into this Agreement in full reliance on these acknowledgments, covenants, representations and warranties; and

iv) that the existence of any claim or cause of action by him against Company, if any, whether predicated upon this Agreement or otherwise, shall not constitute a defense to the enforcement by Company of the foregoing restrictive covenants which shall be litigated separately.

(e) If period of time and/or territory described above are nevertheless held to be in any respect an unreasonable restriction (after giving due consideration to the provisions of Section 7(d) above), then it is agreed that the court so holding may reduce the territory to which the restriction pertains or the period of time in which it operates or may reduce both such territory and such period, to the minimum extent necessary to render such provision enforceable.

(f) The obligations described in this Section 7 shall survive any termination of this Agreement or any termination of the employment relationship created hereunder for the maximum period of time said obligations may be legally enforced.

8. INVENTIONS AND CREATIONS.

(a) Employee agrees that all inventions, discoveries, developments, improvements, ideas, distinctive marks, symbols or phrases, copyrightable creations, works of authorship, mask works and other contributions including but not limited to software, advertising, design, artwork, manuals and writings (collectively referred to as "Creations"), whether or not protectable by statute, which have been, or are in the future conceived, created, made, developed or acquired by Employee, either individually or jointly, while employee is retained by Company and relate in any manner to Employee's work for Company, the research or business of Company or fields into which the business of

Company may extend, belong to Company. Employee hereby sells, assigns and transfers to Company exclusively and irrevocably, without further compensation, all ownership, title and rights in and to all of the Creations. Employee further agrees to promptly and fully disclose the Creations to Company in writing, if requested by Company, and to execute and deliver any and all lawful applications, assignments and other documents which Company requests for protecting the Creations in the United States or any other country. Company shall have the full and sole power to prosecute such applications and to take all other actions concerning the Creations, and Employee agrees to cooperate fully, at the expense of Company, in the preparation and prosecution of all such applications and any legal actions and proceedings concerning the Creations.

(b) Employee agrees and warrants that the Creations will be Employee's original work and will not improperly or illegally incorporate any material created by or belonging to others.

(c) Employee agrees to and does hereby sell, assign, convey and transfer to Company any and all manuscripts, programs, writings, pictorial materials, originals, camera-ready copies, and all drafts and notes of the Creations, regardless of the media in which they might exist, and to provide these materials to Company promptly whenever requested by Company and upon completion of the Agreement, and to execute documents, give testimony and otherwise cooperate fully with Company to establish and/or confirm Company's ownership, patent, copyright and/or trademark rights concerning the Creations.

(d) Without diminishing in any way the rights granted to Company above, if a Creation is described in a patent, copyright or trademark application, or is disclosed to a third party by Employee within two (2) years after Employee's employment with Company is terminated, Employee agrees that it is to be presumed that the Creation was conceived, created, made, developed or acquired by Employee during the period of his employment with Company, unless Employee can prove otherwise by clear and convincing evidence.

9. GOVERNING LAW AND VENUE. Arizona law shall govern the construction and enforcement of this Agreement and the parties agree that any litigation pertaining to this Agreement shall be in courts located in Maricopa County, Arizona.

10. CONSTRUCTION. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against any party. The Section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. All terms used in one number or gender shall be construed to include any other number or gender as the context may require. The parties agree that each party has reviewed this Agreement and has had the opportunity to have counsel review the same and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment or any exhibits thereof.

11. NONDELEGABILITY OF EMPLOYEE'S RIGHTS AND COMPANY ASSIGNMENT RIGHTS. The obligations, rights and benefits of Employee hereunder are personal and may not be delegated, assigned or transferred in any manner whatsoever, nor are such obligations, rights or benefits subject to involuntary alienation, assignment or transfer. Upon reasonable notice to Employee, Company may transfer Employee to an affiliate of Company, which affiliate shall assume the obligations of Company under this Agreement. This Agreement shall be assigned automatically to any entity merging with or acquiring Company or its business.



12. ASSIGNMENT. This Agreement and the respective rights, duties and obligations of Employee hereunder may not be assigned or delegated by Employee.

13. SEVERABILITY. In the event any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid or

unenforceable for any reason, this Agreement shall remain in full force and effect, and either (a) the invalid or unenforceable provision shall be modified to the minimum extent necessary to make it valid and enforceable or (b) if such a modification is not possible, this Agreement shall be interpreted as if such invalid or unenforceable provision were not a part hereof.

14. ATTORNEYS' FEES. Except as otherwise provided herein, in the event any party hereto institutes an action or other proceeding to enforce any rights arising out of this Agreement, the party prevailing in such action or other proceeding shall be paid all reasonable costs and attorneys' fees by the non-prevailing party, such fees to be set by the court and not by a jury and to be included in any judgment entered in such proceeding.

15. CONSIDERATION. It is expressly understood and agreed that this document sets forth the entire consideration for this Agreement, and that said consideration for this Agreement is contractual and not a mere recital.

16. CONSTRUCTION. This Agreement is a negotiated agreement and any documents delivered pursuant hereto shall be construed without regard to the identity of the persons or entities who or which drafted the various provisions thereof. Every provision of this Agreement and such other employment-related documents shall be construed as though all parties participated equally in the drafting thereof. Any legal rule of construction that a document is to be construed against the drafting party shall not be applicable and is expressly waived by Company and Employee.

17. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

18. CAPTIONS. The captions used in this Agreement are inserted for convenience only and shall not affect the meaning or construction of this Agreement.

19. NOTICES. All notices required or permitted hereunder shall be in writing and shall be deemed duly given upon receipt if either personally delivered, sent by certified mail, return receipt requested, or sent by a nationally-recognized overnight courier service, addressed to the parties as follows:

If to Company:
Renaissance Group International, Ltd.
7501 N. 16th Street, Suite 200
Phoenix, Arizona 85020
Attn: President

If to Employee:
Kevin Jones
9494 E. Redfield Rd. #2100
Scottsdale, AZ 85260

or to such other address as any party may provide to the other in accordance with this Section.



20. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof (i.e., Employee's employment by Company) and supersedes all prior or contemporaneous understandings or agreements in regard thereto; provided, however, that (except as otherwise set forth herein) this Agreement shall not affect or supersede any rights of Company under any other contracts or other agreements between or otherwise involving the parties, any restrictive covenants or any similar agreements. No modification or addition to this Agreement shall be valid unless in writing, specifically referring to this Agreement and signed by all parties hereto. No waiver of any rights under this Agreement shall be valid unless in writing and signed by the party to be charged with such waiver. No waiver of any term or condition contained in this Agreement shall be deemed or construed as a further or continuing waiver of such term or condition, unless the waiver

specifically provides otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 1st day of February, 1998.

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|---|---|
| RENAISSANCE INTERNATIONAL GROUP, LTD, a Nevada corporation | EMPLOYEE: |
| By: /s/ TENNESSEE WEBB | /s/ KEVIN JONES |
| Its: President | Kevin Jones |

EXHIBIT 10(ii)

# EMPLOYMENT AGREEMENT

THIS AGREEMENT (this "Agreement") is by and between RENAISSANCE INTERNATIONAL GROUP, LTD., a Nevada corporation ("Company"), and PETER DE KREY, an individual ("Employee").

## RECITALS:

A. Company is engaged, among other things, in the business of managing and operating medical facilities and developing digital interface technology systems for the medical and related industries ("Company Business"). Employee has substantial experience and expertise in the area of international business affairs.

B. Company desires to retain the services of Employee as an executive, to act as its VICE PRESIDENT OF INTERNATIONAL BUSINESS DEVELOPMENT, and Employee desires and is willing to continue employment with the Company in that capacity.

C. Company and Employee desire to embody the terms and conditions of Employee's employment in a written agreement, which will supersede all prior agreements of employment, whether written or oral, pursuant to the terms and conditions hereinafter set forth.

D. The Board of Directors of Company (the "Board"), has determined that it is in the best interests of Company and its shareholders to assure that Company will have the continued dedication of Employee, notwithstanding the possibility, threat or occurrence of a Change of Control (as defined in Section 6(f)) of Company. The Board believes it is imperative to diminish the inevitable distraction of Employee by virtue of the personal uncertainties and risks created by a pending or threatened Change of Control and to encourage Employee's full attention and dedication to Company currently and in the event of any threatened or pending Change of Control, and to provide Employee with compensation and benefits arrangements upon a Change of Control which ensure that the compensation and benefits expectations of Employee will be satisfied and which are competitive with those of other corporations. Therefore, in order to accomplish these objectives, the Board has caused Company to enter into this Agreement.

## AGREEMENT

In consideration of the recitals and mutual agreements hereinafter set forth, the parties agree as follows:

1. EMPLOYMENT. Company agrees to continue to employ Employee on a full-time basis, in accordance with the terms and conditions set forth herein, and Employee agrees to accept such continued full-time employment in accordance with said terms and conditions. Employee shall have such duties and responsibilities as shall be allocated to him from time to time by the Board in his capacity as the Vice President of International Business Development. Employee's title and duties may be changed from time to time in the discretion of Company's Board so long as he is maintained in an executive capacity with duties, responsibilities and privileges commensurate with his current level of employment. Employee agrees to devote his full time, skill, knowledge and attention to the business of Company and the performance of his duties under this Agreement. Employee shall report directly to the President of Company.

2. TERM. The initial term (the "Term") of employment under this Agreement shall commence on February 1, 1998 (the "Effective Date") and shall continue for a period of five (5)

years, unless earlier terminated as set forth in Section 6 below. Thereafter, this Agreement shall automatically renew for an additional three-year period (the "Renewal Term") unless either party gives the other written notice of non-renewal at least 30 days prior to the expiration of

the Term or Renewal Term.

3. COMPENSATION.

(a) BASE SALARY. Company agrees to pay Employee an initial annual base salary of $150,300, before deducting all applicable withholdings which shall be payable in accordance with Company's standard executive payroll policies as they may be revised from time to time. Employee's annual base salary shall thereafter be subject to annual adjustment in accordance with Company's standard executive compensation policies, but in no event shall Employee's annual base salary be less than $150,300 per year during the Term or Renewal Term.

(b) INCENTIVE BONUS. After commencing his duties as Vice President of International Business Development, Company's Executive Committee shall, at its option, design and present to the Board for review, adjustment and adoption, an incentive compensation program for key employees. Employee shall be designated as a key employee and shall be entitled to participate in such program, and if financial targets established pursuant to the program are met, will be eligible to earn in any year an additional maximum amount of compensation in the form of stock, stock options and/or cash as determined by Company's Executive Committee.

(c) DEDUCTIONS. Company shall deduct from the payments made to Employee hereunder any federal, state or local withholding or other taxes or charges which Company is required to deduct under applicable law, and all amounts payable to Employee under this Agreement are stated before any such deductions. Company shall have the right to rely upon written opinion of counsel if any questions arise as to any deductions.

4. BENEFITS.



(a) INSURANCE. In addition to the compensation described above, while Employee is employed hereunder, Company shall pay for and provide Employee and his dependents with the same amount and type of health, medical and life insurance as is provided from time to time to executive officers of Company during the Term and Renewal Term, if applicable.

(b) EXPENSE REIMBURSEMENT. In addition to the compensation and benefits provided above, Company shall, upon prior approval of the Executive Committee and receipt of appropriate documentation, reimburse Employee each month for his reasonable travel, lodging and other ordinary and necessary business expenses consistent with Company's policies as in effect from time to time.

(c) RETIREMENT PLAN. In addition to the compensation and benefits provided above, Company shall pay for and provide Employee a retirement or pension plan as is provided from time to time to executive officers of Company during the Term and Renewal Term, if applicable.

5. VACATION. Employee shall be entitled to vacation with pay in accordance with Company's vacation policy as in effect from time to time. In addition, Employee shall be entitled to such holidays as Company may approve for its executive personnel.

6. TERMINATION. The Board may terminate Employee's employment by Company prior to the expiration of the Term or Renewal Term in the manner provided in either Section 6(a) or Section 6(b). Additionally, if notice of non-renewal is given pursuant to Section 2, the term of employment shall expire at the end of the Term and Employee shall be entitled to compensation as provided in Section 6(e).

(a) FOR CAUSE. Company may terminate this Agreement for cause upon written notice to the Employee stating the facts constituting such cause, provided that Employee shall have 10 days following such notice to cure any conduct or act, if curable, alleged to provide

grounds for termination for cause hereunder. In the event of termination for cause, any unexercised stock options granted pursuant to Section 3(c) shall automatically expire, and Company shall be obligated to pay Employee only the salary due him through the date of termination pursuant to Section 3(a). Cause shall include material neglect of duties, failure to abide by ethical and good faith instructions or policies from or set by the Board, conviction of a felony or serious misdemeanor offense or pleading guilty or NOLO CONTENDERE to same, the commission by Employee of an act of dishonesty or moral turpitude, Employee's breach of this Agreement, breach by Employee of any other material obligation to Company, or upon the bankruptcy, receivership, dissolution or cessation of business of Company.

(b) WITHOUT CAUSE. Any termination of Employee by Company for any other reason than for cause shall constitute a termination without cause. Any termination resulting from a Change of Control as defined below shall constitute a termination without cause without the necessity of written notice to Employee. Upon termination under this Section 6(b), Company shall (i) pay to Employee his base salary at the time of termination due him through the date of the expiration of the Term, or Renewal Term, if applicable; and (ii) within 60 days after the end of the fiscal year in which termination pursuant to this Section 6(b) occurs, Employee shall be entitled to receive a separation payment as defined below.

(c) DISABILITY. If during the Term, or Renewal Term, if applicable, Employee fails to perform his duties hereunder because of physical or mental illness or other incapacity for a period of two consecutive months, or for 45 days during any 120-day period, Company



shall have the right to terminate this Agreement without further obligation hereunder except for any bonus amount payable in accordance with this Section 6(c) and any amounts payable pursuant to disability plans generally applicable to executive employees. Company shall provide Employee with notice of commencement of the disability period, which period cannot commence more than seven (7) days prior to the date of the notice. If there is any dispute as to whether Employee is or was physically or mentally disabled under this Agreement, or whether his disability has ceased and he is able to resume his duties, such question shall be submitted to a licensed physician agreed upon by the parties. Employee shall submit to such examinations and provide information as such physician may request, and the determination of such physician as to Employee's physical or mental condition shall be binding and conclusive on the parties. Company agrees to pay the cost of any such physician's services, tests and examinations.

(d) DEATH. If Employee dies during the Term, or Renewal Term, if applicable, this Agreement shall terminate immediately, and the Employee's legal representatives shall be entitled to receive the base salary due the Employee through the last day of the calendar month in which his death shall have occurred and any other death benefits generally applicable to executive employees.

(e) NON-RENEWAL. If Employee's term of employment is not renewed by Company as contemplated by Section 2 at the end of the Term, Company shall pay to Employee the base salary due him through the end of the Term, less applicable withholdings.

(f) CHANGE OF CONTROL. For purposes of this Agreement (except to the extent governed or affected by Section 280G of the Internal Revenue Code of 1986, as amended (the "Code")), "Change in Control" shall be deemed to have occurred if the conditions set forth in any one of the following paragraphs shall have been satisfied:

i) Any "person" (as such term is used in Section 13(d) and 14(d)) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or "persons" acting in concert, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange

Act), directly or indirectly, of securities of the Company representing twenty-five percent (25%) or more of the combined voting power of Company's then outstanding securities, provided that the term "person" for purposes of this Section 6(f)(i) shall exclude Company or any trustee or other fiduciary holding securities under an employee benefit plan of Company; or

ii) The stockholders of Company approve an acquisition and/or merger or consolidation of Company with any other corporation, other than (A) an acquisition and/or a merger or consolidation which would result in the voting securities of Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of Company, at least seventy percent (70%) of the combined voting power of the voting securities of Company or such surviving entity outstanding immediately after such merger or consolidation, or (B) an acquisition and/or merger or consolidation effected to implement a recapitalization of Company (or similar transaction) in which no person acquires more than fifty percent (50%) of the combined voting power of Company's then outstanding securities; or



iii) The stockholders of Company approve a plan of complete liquidation of Company or an agreement for the sale or disposition by Company of all or substantially all Company's assets.

(g) SEPARATION PAYMENT. i) For purposes of this Agreement, "Separation Payment" means a payment equal to 2.99 times the Employee's annual base salary at the time of termination, subject to the limitations in (6)(g)(ii), below.

ii) If the Separation Payment plus any other severance benefits or any other payments or benefits received or to be received by Employee from the Company (whether payable pursuant to the terms of this Agreement or pursuant to any other plan, agreement or arrangement with the Company or any corporation ("Affiliate") affiliated with the Company within the meaning of Section 1504 of the Code (collectively, "Severance Benefits"), in the opnion of tax counsel selected by the Company and acceptable to Employee, constitute "parachute payments" within the meaning of Section 280G (b)(2) of the Code, and the present value of such "parachute payments" equals or exceeds three times the average of the annual compensation payable to Employee by the Company (or an Affiliate) and includable in Employee's gross income for federal income tax purposes for the five years preceding the year in which the Employee was terminated without cause under Section 6(b) of this Agreement (including, without limitation, a termination without cause upon a Change of Control) ("Base Amount"), if, but only if Employee so elects in writing, such Severance Benefits shall be reduced to an amount the present value of which (when combined with the present value of any other payments or benefits otherwise received or to be received by Employee from the Company or an Affiliate that are deemed "parachute payments") is equal to 2.99 times the Base Amount, notwithstanding any other provision to the contrary in this Agreement. However, the Severance Benefits shall not be reduced if in the opinion of such tax counsel, the Severance Benefits (in their full amount or as partially reduced, as the case may be) plus all other payments or benefits which constitute "parachute payments" within the meaning of Section 280G (b)(2) of the Code are reasonable compensation for services actually rendered, within the meaning of Section 280G (b)(4) of the Code, and such payments are deductible by the Company. The Base Amount shall include every type and form of compensation includable in Employee's gross income in respect of his employment by the company (or an Affiliate), except to the extent otherwise provided in temporary or final regulations promulgated under

Section 280G (b) of the Code. For purposes of this Section 6 (g)(ii), a "change in ownership or control" shall have the meaning set forth in Section 280G (b) of the Code and any temporary or final regulations promulgated thereunder. The present value of any non-cash benefit or any deferred cash payment shall be determined by the Company's independent auditors in accordance with the principles of Sections 280G (d)(3) and (4) of the Code.

iii) Employee shall have the right to request that the Company obtain a ruling from the Internal Revenue Service ("Service") as to whether any or all payments or benefits determined by such tax counsel are, in the view of the Service, "parachute payments" under Section 280G. If a ruling is sought pursuant to executive's request, no Severance Benefits payable under this Agreement shall be made to Employee to the extent they would exceed 2.99 times the Base Amount until after 15 days from the date of such ruling. For purposes of this Section 6, Employee



and the Company agree to be bound by the Service's ruling as to whether payments constitute "parachute payments" under Section 280G. If the Service declines, for any reason, to provide the ruling requested, the tax counsel's opinion provided with respect to what payments or benefits constitute "parachute payments" shall control, and the period during which the excessive portion of the Severance Benefits may be deferred shall be extended to a date 15 days from the date of the Service's notice indicating that no ruling would be forthcoming.

iv) If Section 280G, or any successor statute, is repealed, this Section 6(g) shall cease to be effective on the effective of such repeal. The parties to this Agreement recognize that final regulations under Section 280G of the Code may affect the amounts that may be paid under this Agreement and agree that, upon issuance of such final regulations this Agreement may be modified as in good faith deemed necessary in light of the provisions of such regulations to achieve the purposes of this Agreement, and that consent to such modifications shall not be unreasonably withheld.

7. NON-COMPETITION; CONFIDENTIAL INFORMATION.

(a) CONFIDENTIAL INFORMATION. Employee acknowledges that Employee may receive, or contribute to the production of, Confidential Information. For purposes of this Agreement, Employee agrees that "Confidential Information" shall mean information or material proprietary to Company or designated as Confidential Information by Company and not generally known by non-Company personnel, which Employee develops or of or to which Employee may obtain knowledge or access through or as a result of Employee's relationship with Company (including information conceived, originated, discovered or developed in whole or in part by Employee). Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing) related to Company's business: discoveries, inventions, ideas, concepts, research, development, processes, procedures, "know-how", formulae, marketing techniques and materials, marketing and development plans, business plans, customer names and other information related to customers, price lists, pricing policies, financial information, employee compensation, and computer programs and systems. Confidential Information also includes any information described above which Company obtains from another party and which Company treats as proprietary or designates as Confidential Information, whether or not owned by or developed by Company. Employee acknowledges that the Confidential Information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. Information publicly known without breach of this

Agreement that is generally employed by the trade at or after the time Employee first learns of such information, or generic information or knowledge which Employee would have learned in the course of similar employment or work elsewhere in the trade, shall not be deemed part of the Confidential Information. Employee further agrees:

i) To furnish Company on demand, at any time during or after employment, a complete list of the names and addresses of all present, former and potential customers and other contacts gained while an employee of Company in Employee's possession, whether or not in the possession or within the knowledge of Company;



ii) that all notes, memoranda, documentation and records in any way incorporating or reflecting any Confidential Information shall belong exclusively to Company, and Employee agrees to turn over all copies of such materials in Employee's control to Company upon request or upon termination of Employee's employment with Company;

iii) that while employed by Company and thereafter Employee will hold in confidence and not directly or indirectly reveal, report, publish, disclose or transfer any of the Confidential Information to any person or entity, or utilize any of the Confidential Information for any purpose, except in the course of Employee's work for Company; and

iv) that any idea in whole or in part conceived of or made by Employee during the term of his employment, consulting, or similar relationship with Company which relates directly or indirectly to Company's current or planned lines of business and is made through the use of any of the Confidential Information of Company or any of Company's equipment, facilities, trade secrets or time, or which results from any work performed by Employee for Company, shall belong exclusively to Company and shall be deemed a part of the Confidential Information for purposes of this Agreement. Employee hereby assigns and agrees to assign to Company all rights in and to such Confidential Information whether for purposes of obtaining patent or copyright protection or otherwise. Employee shall acknowledge and deliver to Company, without charge to Company (but at its expense) such written instruments and do such other acts, including giving testimony in support of Employee's authorship or inventorship, as the case may be, necessary in the opinion of Company to obtain patents or copyrights or to otherwise protect or vest in Company the entire right and title in and to the Confidential Information.

(b) NON-COMPETITION. During the Term, Employee agrees that he shall not enter into or engage, directly or indirectly, whether on his own account or as a shareholder (other than as a less than 2% shareholder of a publicly-held company), partner, joint venturer, employee, consultant, advisor, and/or agent, of any person, firm, corporation, or other entity, in any or all of the following activities:

i) Engaging in Company Business in the United States;

ii) soliciting the past or existing customers, clients, suppliers, or business patronage of Company or any of its predecessors, affiliates or subsidiaries, or use any Confidential Information (as defined in Section 7(a)) for the purpose of, or which results in, competition with Company or any of its affiliates or subsidiaries;

iii) soliciting the employment of any employees of Company or any of its affiliates or subsidiaries; and

iv) promoting or assisting, financially or otherwise, any person, firm, association, corporation, or other entity engaged in the Company Business in the United States.

(c) INJUNCTIONS. It is agreed that the restrictions contained in this Section 7 are reasonable, but it is recognized that damages in the event of the breach of any of the restrictions will be difficult or impossible to ascertain; and, therefore, Employee agrees that,



in addition to and without limiting any other right or remedy Company may have, Company shall have the right to an injunction against Employee issued by a court of competent jurisdiction enjoining any such breach without showing or proving any actual damage to Company.

(d) Employee also agrees, acknowledges, covenants, represents and warrants as follows:

i) That he has read and fully understands the foregoing restrictions and that he has consulted with a competent attorney regarding the uses and enforceability of restrictive covenants;

ii) that he is aware that there may be defenses to the enforceability of the foregoing restrictive covenants, based on time or territory considerations, and that he knowingly, consciously, intentionally and entirely voluntarily, irrevocably waives any and all such defenses and will not assert the same in any action or other proceeding brought by Company for the purpose of enforcing the restrictive covenants or in any other action or proceeding involving him and Company;

iii) that he is fully and completely aware that, and further understands that, the foregoing restrictive covenants are an essential part of the consideration for Company entering into this Agreement and that Company is entering into this Agreement in full reliance on these acknowledgments, covenants, representations and warranties; and

iv) that the existence of any claim or cause of action by him against Company, if any, whether predicated upon this Agreement or otherwise, shall not constitute a defense to the enforcement by Company of the foregoing restrictive covenants which shall be litigated separately.

(e) If period of time and/or territory described above are nevertheless held to be in any respect an unreasonable restriction (after giving due consideration to the provisions of Section 7(d) above), then it is agreed that the court so holding may reduce the territory to which the restriction pertains or the period of time in which it operates or may reduce both such territory and such period, to the minimum extent necessary to render such provision enforceable.

(f) The obligations described in this Section 7 shall survive any termination of this Agreement or any termination of the employment relationship created hereunder for the maximum period of time said obligations may be legally enforced.

8. INVENTIONS AND CREATIONS.

(a) Employee agrees that all inventions, discoveries, developments, improvements, ideas, distinctive marks, symbols or phrases, copyrightable creations, works of authorship, mask works and other contributions including but not limited to software, advertising, design, artwork, manuals and writings (collectively referred to as "Creations"), whether or not protectable by statute, which have been, or are in the future conceived, created, made, developed or acquired by Employee, either individually or jointly, while employee is retained by Company and relate in any manner to Employee's work for Company, the research or business of Company or fields into which the business of

Company may extend, belong to Company. Employee hereby sells, assigns and transfers to Company exclusively and irrevocably, without further compensation, all ownership, title and rights in and to all of the Creations. Employee further agrees to promptly and fully disclose the Creations to Company in writing, if requested by Company, and to execute and deliver any and all lawful applications, assignments and other documents which Company requests for protecting the Creations in the United States or any other country. Company shall have the full and sole power to prosecute such applications and to take all other actions concerning the Creations, and Employee agrees to cooperate fully, at the expense of Company, in the preparation and prosecution of all such applications and any legal actions and proceedings concerning the Creations.

(b) Employee agrees and warrants that the Creations will be Employee's original work and will not improperly or illegally incorporate any material created by or belonging to others.

(c) Employee agrees to and does hereby sell, assign, convey and transfer to Company any and all manuscripts, programs, writings, pictorial materials, originals, camera-ready copies, and all drafts and notes of the Creations, regardless of the media in which they might exist, and to provide these materials to Company promptly whenever requested by Company and upon completion of the Agreement, and to execute documents, give testimony and otherwise cooperate fully with Company to establish and/or confirm Company's ownership, patent, copyright and/or trademark rights concerning the Creations.

(d) Without diminishing in any way the rights granted to Company above, if a Creation is described in a patent, copyright or trademark application, or is disclosed to a third party by Employee within two (2) years after Employee's employment with Company is terminated, Employee agrees that it is to be presumed that the Creation was conceived, created, made, developed or acquired by Employee during the period of his employment with Company, unless Employee can prove otherwise by clear and convincing evidence.

9. GOVERNING LAW AND VENUE. Arizona law shall govern the construction and enforcement of this Agreement and the parties agree that any litigation pertaining to this Agreement shall be in courts located in Maricopa County, Arizona.

10. CONSTRUCTION. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against any party. The Section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. All terms used in one number or gender shall be construed to include any other number or gender as the context may require. The parties agree that each party has reviewed this Agreement and has had the opportunity to have counsel review the same and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment or any exhibits thereof.

11. NONDELEGABILITY OF EMPLOYEE'S RIGHTS AND COMPANY ASSIGNMENT RIGHTS. The obligations, rights and benefits of Employee hereunder are personal and may not be delegated, assigned or transferred in any manner whatsoever, nor are such obligations, rights or benefits subject to involuntary alienation, assignment or transfer. Upon reasonable notice to Employee, Company may transfer Employee to an affiliate of Company, which affiliate shall assume the obligations of Company under this Agreement. This Agreement shall be assigned automatically to any entity merging with or acquiring Company or its business.



12. ASSIGNMENT. This Agreement and the respective rights, duties and obligations of Employee hereunder may not be assigned or delegated by Employee.

13. SEVERABILITY. In the event any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid or

unenforceable for any reason, this Agreement shall remain in full force and effect, and either (a) the invalid or unenforceable provision shall be modified to the minimum extent necessary to make it valid and enforceable or (b) if such a modification is not possible, this Agreement shall be interpreted as if such invalid or unenforceable provision were not a part hereof.

14. ATTORNEYS' FEES. Except as otherwise provided herein, in the event any party hereto institutes an action or other proceeding to enforce any rights arising out of this Agreement, the party prevailing in such action or other proceeding shall be paid all reasonable costs and attorneys' fees by the non-prevailing party, such fees to be set by the court and not by a jury and to be included in any judgment entered in such proceeding.

15. CONSIDERATION. It is expressly understood and agreed that this document sets forth the entire consideration for this Agreement, and that said consideration for this Agreement is contractual and not a mere recital.

16. CONSTRUCTION. This Agreement is a negotiated agreement and any documents delivered pursuant hereto shall be construed without regard to the identity of the persons or entities who or which drafted the various provisions thereof. Every provision of this Agreement and such other employment-related documents shall be construed as though all parties participated equally in the drafting thereof. Any legal rule of construction that a document is to be construed against the drafting party shall not be applicable and is expressly waived by Company and Employee.

17. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

18. CAPTIONS. The captions used in this Agreement are inserted for convenience only and shall not affect the meaning or construction of this Agreement.

19. NOTICES. All notices required or permitted hereunder shall be in writing and shall be deemed duly given upon receipt if either personally delivered, sent by certified mail, return receipt requested, or sent by a nationally-recognized overnight courier service, addressed to the parties as follows:

If to Company:
Renaissance Group International, Ltd.
7501 N. 16th Street, Suite 200
Phoenix, Arizona 85020
Attn: President

If to Employee:
Peter de Krey
2124 W. Shawnee Dr.
Chandler, AZ 85224

or to such other address as any party may provide to the other in accordance with this Section.



20. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof (i.e., Employee's employment by Company) and supersedes all prior or contemporaneous understandings or agreements in regard thereto; provided, however, that (except as otherwise set forth herein) this Agreement shall not affect or supersede any rights of Company under any other contracts or other agreements between or otherwise involving the parties, any restrictive covenants or any similar agreements. No modification or addition to this Agreement shall be valid unless in writing, specifically referring to this Agreement and signed by all parties hereto. No waiver of any rights under this Agreement shall be valid unless in writing and signed by the party to be charged with such waiver. No waiver of any term or condition contained in this Agreement shall be deemed or construed as a further or continuing waiver of such term or condition, unless the waiver

specifically provides otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 1st day of February, 1998.

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| RENAISSANCE INTERNATIONAL GROUP, LTD, a Nevada corporation | EMPLOYEE: |
| By: /s/ TENNESSEE WEBB | /s/ PETER DE KREY |
| Its: President | Peter de Krey |

EXHIBIT 10(iii)

# EMPLOYMENT AGREEMENT

THIS AGREEMENT (this "Agreement") is by and between RENAISSANCE INTERNATIONAL GROUP, LTD., a Nevada corporation ("Company"), and JAMES JONES, an individual ("Employee").

## RECITALS:

A. Company is engaged, among other things, in the business of managing and operating medical facilities and developing digital interface technology systems for the medical and related industries ("Company Business"). Employee has substantial experience and expertise in the area of investor relations.

B. Company desires to retain the services of Employee as an executive, to act as its VICE PRESIDENT OF INVESTOR RELATIONS, and Employee desires and is willing to continue employment with the Company in that capacity.

C. Company and Employee desire to embody the terms and conditions of Employee's employment in a written agreement, which will supersede all prior agreements of employment, whether written or oral, pursuant to the terms and conditions hereinafter set forth.

D. The Board of Directors of Company (the "Board"), has determined that it is in the best interests of Company and its shareholders to assure that Company will have the continued dedication of Employee, notwithstanding the possibility, threat or occurrence of a Change of Control (as defined in Section 6(f)) of Company. The Board believes it is imperative to diminish the inevitable distraction of Employee by virtue of the personal uncertainties and risks created by a pending or threatened Change of Control and to encourage Employee's full attention and dedication to Company currently and in the event of any threatened or pending Change of Control, and to provide Employee with compensation and benefits arrangements upon a Change of Control which ensure that the compensation and benefits expectations of Employee will be satisfied and which are competitive with those of other corporations. Therefore, in order to accomplish these objectives, the Board has caused Company to enter into this Agreement.

## AGREEMENT

In consideration of the recitals and mutual agreements hereinafter set forth, the parties agree as follows:

1. EMPLOYMENT. Company agrees to continue to employ Employee on a full-time basis, in accordance with the terms and conditions set forth herein, and Employee agrees to accept such continued full-time employment in accordance with said terms and conditions. Employee shall have such duties and responsibilities as shall be allocated to him from time to time by the Board in his capacity as the Vice President of Investor Relations. Employee's title and duties may be changed from time to time in the discretion of Company's Board so long as he is maintained in an executive capacity with duties, responsibilities and privileges commensurate with his current level of employment. Employee agrees to devote his full time, skill, knowledge and attention to the business of Company and the performance of his duties under this Agreement. Employee shall report directly to the President of Company.

2. TERM. The initial term (the "Term") of employment under this Agreement shall commence on February 1, 1998 (the "Effective Date") and shall continue for a period of five (5)

years, unless earlier terminated as set forth in Section 6 below. Thereafter, this Agreement shall automatically renew for an additional three-year period (the "Renewal Term") unless either party gives the other written notice of non-renewal at least 30 days prior to the expiration of the Term or Renewal Term.

3. COMPENSATION.

(a) BASE SALARY. Company agrees to pay Employee an initial annual base salary of $120,000, before deducting all applicable withholdings which shall be payable in accordance with Company's standard executive payroll policies as they may be revised from time to time. Employee's annual base salary shall thereafter be subject to adjustment in accordance with Company's standard executive compensation policies, but in no event shall Employee's annual base salary be less than $120,000 per year during the Term or Renewal Term.

(b) INCENTIVE BONUS. After commencing his duties as Vice President of Investor Relations, Company's Executive Committee shall, at its option, design and present to the Board for review, adjustment and adoption, an incentive compensation program for key employees. Employee shall be designated as a key employee and shall be entitled to participate in such program, and if financial targets established pursuant to the program are met, will be eligible to earn in any year an additional maximum amount of compensation in the form of stock, stock options and/or cash as determined by Company's Executive Committee.

(c) DEDUCTIONS. Company shall deduct from the payments made to Employee hereunder any federal, state or local withholding or other taxes or charges which Company is required to deduct under applicable law, and all amounts payable to Employee under this Agreement are stated before any such deductions. Company shall have the right to rely upon written opinion of counsel if any questions arise as to any deductions.

4. BENEFITS.



(a) INSURANCE. In addition to the compensation described above, while Employee is employed hereunder, Company shall pay for and provide Employee and his dependents with the same amount and type of health, medical and life insurance as is provided from time to time to executive officers of Company during the Term and Renewal Term, if applicable.

(b) EXPENSE REIMBURSEMENT. In addition to the compensation and benefits provided above, Company shall, upon prior approval of the Executive Committee and receipt of appropriate documentation, reimburse Employee each month for his reasonable travel, lodging and other ordinary and necessary business expenses consistent with Company's policies as in effect from time to time.

(c) RETIREMENT PLAN. In addition to the compensation and benefits provided above, Company shall pay for and provide Employee a retirement or pension plan as is provided from time to time to executive officers of Company during the Term and Renewal Term, if applicable.

5. VACATION. Employee shall be entitled to vacation with pay in accordance with Company's vacation policy as in effect from time to time. In addition, Employee shall be entitled to such holidays as Company may approve for its executive personnel.

6. TERMINATION. The Board may terminate Employee's employment by Company prior to the expiration of the Term or Renewal Term in the manner provided in either Section 6(a) or Section 6(b). Additionally, if notice of non-renewal is given pursuant to Section 2, the term of employment shall expire at the end of the Term and Employee shall be entitled to compensation as provided in Section 6(e).

(a) FOR CAUSE. Company may terminate this Agreement for cause upon written notice to the Employee stating the facts constituting such cause, provided that Employee shall have 10 days following such notice to cure any conduct or act, if curable, alleged to provide grounds for termination for cause hereunder. In the event of

termination for cause, any unexercised stock options granted pursuant to Section 3(c) shall automatically expire, and Company shall be obligated to pay Employee only the salary due him through the date of termination pursuant to Section 3(a). Cause shall include material neglect of duties, failure to abide by ethical and good faith instructions or policies from or set by the Board, conviction of a felony or serious misdemeanor offense or pleading guilty or NOLO CONTENDERE to same, the commission by Employee of an act of dishonesty or moral turpitude, Employee's breach of this Agreement, breach by Employee of any other material obligation to Company, or upon the bankruptcy, receivership, dissolution or cessation of business of Company.

(b) WITHOUT CAUSE. Any termination of Employee by Company for any other reason than for cause shall constitute a termination without cause. Any termination resulting from a Change of Control as defined below shall constitute a termination without cause without the necessity of written notice to Employee. Upon termination under this Section 6(b), Company shall (i) pay to Employee his base salary at the time of termination due him through the date of the expiration of the Term, or Renewal Term, if applicable; and (ii) within 60 days after the end of the fiscal year in which termination pursuant to this Section 6(b) occurs, Employee shall be entitled to receive a separation payment as defined below.

(c) DISABILITY. If during the Term, or Renewal Term, if applicable, Employee fails to perform his duties hereunder because of physical or mental illness or other incapacity for a period of two consecutive months, or for 45 days during any 120-day period, Company



shall have the right to terminate this Agreement without further obligation hereunder except for any bonus amount payable in accordance with this Section 6(c) and any amounts payable pursuant to disability plans generally applicable to executive employees. Company shall provide Employee with notice of commencement of the disability period, which period cannot commence more than seven (7) days prior to the date of the notice. If there is any dispute as to whether Employee is or was physically or mentally disabled under this Agreement, or whether his disability has ceased and he is able to resume his duties, such question shall be submitted to a licensed physician agreed upon by the parties. Employee shall submit to such examinations and provide information as such physician may request, and the determination of such physician as to Employee's physical or mental condition shall be binding and conclusive on the parties. Company agrees to pay the cost of any such physician's services, tests and examinations.

(d) DEATH. If Employee dies during the Term, or Renewal Term, if applicable, this Agreement shall terminate immediately, and the Employee's legal representatives shall be entitled to receive the base salary due the Employee through the last day of the calendar month in which his death shall have occurred and any other death benefits generally applicable to executive employees.

(e) NON-RENEWAL. IF Employee's term of employment is not renewed by Company as contemplated by Section 2 at the end of the Term, Company shall pay to Employee the base salary due him through the end of the Term, less applicable withholdings.

(f) CHANGE OF CONTROL. For purposes of this Agreement (except to the extent governed or affected by Section 280G of the Internal Revenue Code of 1986, as amended (the "Code")), "Change in Control" shall be deemed to have occurred if the conditions set forth in any one of the following paragraphs shall have been satisfied:

i) Any "person" (as such term is used in Section 13(d) and 14(d)) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or "persons" acting in concert, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing twenty-five percent (25%) or more of the combined

voting power of Company's then outstanding securities, provided that the term "person" for purposes of this Section 6(f)(i) shall exclude Company or any trustee or other fiduciary holding securities under an employee benefit plan of Company; or

ii) The stockholders of Company approve an acquisition and/or merger or consolidation of Company with any other corporation, other than (A) an acquisition and/or a merger or consolidation which would result in the voting securities of Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of Company, at least seventy percent (70%) of the combined voting power of the voting securities of Company or such surviving entity outstanding immediately after such merger or consolidation, or (B) an acquisition and/or merger or consolidation effected to implement a recapitalization of Company (or similar transaction) in which no person acquires more than fifty percent (50%) of the combined voting power of Company's then outstanding securities; or



iii) The stockholders of Company approve a plan of complete liquidation of Company or an agreement for the sale or disposition by Company of all or substantially all Company's assets.

(g) SEPARATION PAYMENT. i) For purposes of this Agreement, "Separation Payment" means a payment equal to 2.99 times the Employee's annual base salary at the time of termination, subject to the limitations in (6)(g)(ii), below.

ii) If the Separation Payment plus any other severance benefits or any other payments or benefits received or to be received by Employee from the Company (whether payable pursuant to the terms of this Agreement or pursuant to any other plan, agreement or arrangement with the Company or any corporation ("Affiliate") affiliated with the Company within the meaning of Section 1504 of the Code (collectively, "Severance Benefits"), in the opnion of tax counsel selected by the Company and acceptable to Employee, constitute "parachute payments" within the meaning of Section 280G (b)(2) of the Code, and the present value of such "parachute payments" equals or exceeds three times the average of the annual compensation payable to Employee by the Company (or an Affiliate) and includable in Employee's gross income for federal income tax purposes for the five years preceding the year in which the Employee was terminated without cause under Section 6(b) of this Agreement (including, without limitation, a termination without cause upon a Change of Control)("Base Amount"), if, but only if Employee so elects in writing, such Severance Benefits shall be reduced to an amount the present value of which (when combined with the present value of any other payments or benefits otherwise received or to be received by Employee from the Company or an Affiliate that are deemed "parachute payments") is equal to 2.99 times the Base Amount, notwithstanding any other provision to the contrary in this Agreement. However, the Severance Benefits shall not be reduced if in the opinion of such tax counsel, the Severance Benefits (in their full amount or as partially reduced, as the case may be) plus all other payments or benefits which constitute "parachute payments" within the meaning of Section 280G (b)(2) of the Code are reasonable compensation for services actually rendered, within the meaning of Section 280G (b)(4) of the Code, and such payments are deductible by the Company. The Base Amount shall include every type and form of compensation includable in Employee's gross income in respect of his employment by the company (or an Affiliate), except to the extent otherwise provided in temporary or final regulations promulgated under Section 280G (b) of the Code. For purposes of this Section 6 (g)(ii), a "change in ownership or control" shall have the

meaning set forth in Section 280G (b) of the Code and any temporary or final regulations promulgated thereunder. The present value of any non-cash benefit or any deferred cash payment shall be determined by the Company's independent auditors in accordance with the principles of Sections 280G (d)(3) and (4) of the Code.

iii) Employee shall have the right to request that the Company obtain a ruling from the Internal Revenue Service ("Service") as to whether any or all payments or benefits determined by such tax counsel are, in the view of the Service, "parachute payments" under Section 280G. If a ruling is sought pursuant to executive's request, no Severance Benefits payable under this Agreement shall be made to Employee to the extent they would exceed 2.99 times the Base Amount until after 15 days from the date of such ruling. For purposes of this Section 6, Employee



and the Company agree to be bound by the Service's ruling as to whether payments constitute "parachute payments" under Section 280G. If the Service declines, for any reason, to provide the ruling requested, the tax counsel's opinion provided with respect to what payments or benefits constitute "parachute payments" shall control, and the period during which the excessive portion of the Severance Benefits may be deferred shall be extended to a date 15 days from the date of the Service's notice indicating that no ruling would be forthcoming.

iv) If Section 280G, or any successor statute, is repealed, this Section 6(g) shall cease to be effective on the effective of such repeal. The parties to this Agreement recognize that final regulations under Section 280G of the Code may affect the amounts that may be paid under this Agreement and agree that, upon issuance of such final regulations this Agreement may be modified as in good faith deemed necessary in light of the provisions of such regulations to achieve the purposes of this Agreement, and that consent to such modifications shall not be unreasonably withheld.

7. NON-COMPETITION; CONFIDENTIAL INFORMATION.

(a) CONFIDENTIAL INFORMATION. Employee acknowledges that Employee may receive, or contribute to the production of, Confidential Information. For purposes of this Agreement, Employee agrees that "Confidential Information" shall mean information or material proprietary to Company or designated as Confidential Information by Company and not generally known by non-Company personnel, which Employee develops or of or to which Employee may obtain knowledge or access through or as a result of Employee's relationship with Company (including information conceived, originated, discovered or developed in whole or in part by Employee). Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing) related to Company's business: discoveries, inventions, ideas, concepts, research, development, processes, procedures, "know-how", formulae, marketing techniques and materials, marketing and development plans, business plans, customer names and other information related to customers, price lists, pricing policies, financial information, employee compensation, and computer programs and systems. Confidential Information also includes any information described above which Company obtains from another party and which Company treats as proprietary or designates as Confidential Information, whether or not owned by or developed by Company. Employee acknowledges that the Confidential Information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. Information publicly known without breach of this Agreement that is generally employed by the trade at or after the time Employee first learns of such information, or generic information or

knowledge which Employee would have learned in the course of similar employment or work elsewhere in the trade, shall not be deemed part of the Confidential Information. Employee further agrees:

i) To furnish Company on demand, at any time during or after employment, a complete list of the names and addresses of all present, former and potential customers and other contacts gained while an employee of Company in Employee's possession, whether or not in the possession or within the knowledge of Company;



ii) that all notes, memoranda, documentation and records in any way incorporating or reflecting any Confidential Information shall belong exclusively to Company, and Employee agrees to turn over all copies of such materials in Employee's control to Company upon request or upon termination of Employee's employment with Company;

iii) that while employed by Company and thereafter Employee will hold in confidence and not directly or indirectly reveal, report, publish, disclose or transfer any of the Confidential Information to any person or entity, or utilize any of the Confidential Information for any purpose, except in the course of Employee's work for Company; and

iv) that any idea in whole or in part conceived of or made by Employee during the term of his employment, consulting, or similar relationship with Company which relates directly or indirectly to Company's current or planned lines of business and is made through the use of any of the Confidential Information of Company or any of Company's equipment, facilities, trade secrets or time, or which results from any work performed by Employee for Company, shall belong exclusively to Company and shall be deemed a part of the Confidential Information for purposes of this Agreement. Employee hereby assigns and agrees to assign to Company all rights in and to such Confidential Information whether for purposes of obtaining patent or copyright protection or otherwise. Employee shall acknowledge and deliver to Company, without charge to Company (but at its expense) such written instruments and do such other acts, including giving testimony in support of Employee's authorship or inventorship, as the case may be, necessary in the opinion of Company to obtain patents or copyrights or to otherwise protect or vest in Company the entire right and title in and to the Confidential Information.

(b) NON-COMPETITION. During the Term, Employee agrees that he shall not enter into or engage, directly or indirectly, whether on his own account or as a shareholder (other than as a less than 2% shareholder of a publicly-held company), partner, joint venturer, employee, consultant, advisor, and/or agent, of any person, firm, corporation, or other entity, in any or all of the following activities:

i) Engaging in Company Business in the United States;

ii) soliciting the past or existing customers, clients, suppliers, or business patronage of Company or any of its predecessors, affiliates or subsidiaries, or use any Confidential Information (as defined in Section 7(a)) for the purpose of, or which results in, competition with Company or any of its affiliates or subsidiaries;

iii) soliciting the employment of any employees of Company or any of its affiliates or subsidiaries; and

iv) promoting or assisting, financially or otherwise, any person, firm, association, corporation, or other entity engaged in the Company Business in the United States.

(c) INJUNCTIONS. It is agreed that the restrictions contained

in this Section 7 are reasonable, but it is recognized that damages in the event of the breach of any of the restrictions will be difficult or impossible to ascertain; and, therefore, Employee agrees that,



in addition to and without limiting any other right or remedy Company may have, Company shall have the right to an injunction against Employee issued by a court of competent jurisdiction enjoining any such breach without showing or proving any actual damage to Company.

(d) Employee also agrees, acknowledges, covenants, represents and warrants as follows:

i) That he has read and fully understands the foregoing restrictions and that he has consulted with a competent attorney regarding the uses and enforceability of restrictive covenants;

ii) that he is aware that there may be defenses to the enforceability of the foregoing restrictive covenants, based on time or territory considerations, and that he knowingly, consciously, intentionally and entirely voluntarily, irrevocably waives any and all such defenses and will not assert the same in any action or other proceeding brought by Company for the purpose of enforcing the restrictive covenants or in any other action or proceeding involving him and Company;

iii) that he is fully and completely aware that, and further understands that, the foregoing restrictive covenants are an essential part of the consideration for Company entering into this Agreement and that Company is entering into this Agreement in full reliance on these acknowledgments, covenants, representations and warranties; and

iv) that the existence of any claim or cause of action by him against Company, if any, whether predicated upon this Agreement or otherwise, shall not constitute a defense to the enforcement by Company of the foregoing restrictive covenants which shall be litigated separately.

(e) If period of time and/or territory described above are nevertheless held to be in any respect an unreasonable restriction (after giving due consideration to the provisions of Section 7(d) above), then it is agreed that the court so holding may reduce the territory to which the restriction pertains or the period of time in which it operates or may reduce both such territory and such period, to the minimum extent necessary to render such provision enforceable.

(f) The obligations described in this Section 7 shall survive any termination of this Agreement or any termination of the employment relationship created hereunder for the maximum period of time said obligations may be legally enforced.

8. INVENTIONS AND CREATIONS.

(a) Employee agrees that all inventions, discoveries, developments, improvements, ideas, distinctive marks, symbols or phrases, copyrightable creations, works of authorship, mask works and other contributions including but not limited to software, advertising, design, artwork, manuals and writings (collectively referred to as "Creations"), whether or not protectable by statute, which have been, or are in the future conceived, created, made, developed or acquired by Employee, either individually or jointly, while employee is retained by Company and relate in any manner to Employee's work for Company, the research or business of Company or fields into which the business of



Company may extend, belong to Company. Employee hereby sells, assigns and transfers to Company exclusively and irrevocably, without further

compensation, all ownership, title and rights in and to all of the Creations. Employee further agrees to promptly and fully disclose the Creations to Company in writing, if requested by Company, and to execute and deliver any and all lawful applications, assignments and other documents which Company requests for protecting the Creations in the United States or any other country. Company shall have the full and sole power to prosecute such applications and to take all other actions concerning the Creations, and Employee agrees to cooperate fully, at the expense of Company, in the preparation and prosecution of all such applications and any legal actions and proceedings concerning the Creations.

(b) Employee agrees and warrants that the Creations will be Employee's original work and will not improperly or illegally incorporate any material created by or belonging to others.

(c) Employee agrees to and does hereby sell, assign, convey and transfer to Company any and all manuscripts, programs, writings, pictorial materials, originals, camera-ready copies, and all drafts and notes of the Creations, regardless of the media in which they might exist, and to provide these materials to Company promptly whenever requested by Company and upon completion of the Agreement, and to execute documents, give testimony and otherwise cooperate fully with Company to establish and/or confirm Company's ownership, patent, copyright and/or trademark rights concerning the Creations.

(d) Without diminishing in any way the rights granted to Company above, if a Creation is described in a patent, copyright or trademark application, or is disclosed to a third party by Employee within two (2) years after Employee's employment with Company is terminated, Employee agrees that it is to be presumed that the Creation was conceived, created, made, developed or acquired by Employee during the period of his employment with Company, unless Employee can prove otherwise by clear and convincing evidence.

9. GOVERNING LAW AND VENUE. Arizona law shall govern the construction and enforcement of this Agreement and the parties agree that any litigation pertaining to this Agreement shall be in courts located in Maricopa County, Arizona.

10. CONSTRUCTION. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against any party. The Section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. All terms used in one number or gender shall be construed to include any other number or gender as the context may require. The parties agree that each party has reviewed this Agreement and has had the opportunity to have counsel review the same and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment or any exhibits thereof.

11. NONDELEGABILITY OF EMPLOYEE'S RIGHTS AND COMPANY ASSIGNMENT RIGHTS. The obligations, rights and benefits of Employee hereunder are personal and may not be delegated, assigned or transferred in any manner whatsoever, nor are such obligations, rights or benefits subject to involuntary alienation, assignment or transfer. Upon reasonable notice to Employee, Company may transfer Employee to an affiliate of Company, which affiliate shall assume the obligations of Company under this Agreement. This Agreement shall be assigned automatically to any entity merging with or acquiring Company or its business.



12. ASSIGNMENT. This Agreement and the respective rights, duties and obligations of Employee hereunder may not be assigned or delegated by Employee.

13. SEVERABILITY. In the event any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect, and either (a) the invalid or unenforceable provision shall be

modified to the minimum extent necessary to make it valid and enforceable or (b) if such a modification is not possible, this Agreement shall be interpreted as if such invalid or unenforceable provision were not a part hereof.

14. ATTORNEYS' FEES. Except as otherwise provided herein, in the event any party hereto institutes an action or other proceeding to enforce any rights arising out of this Agreement, the party prevailing in such action or other proceeding shall be paid all reasonable costs and attorneys' fees by the non-prevailing party, such fees to be set by the court and not by a jury and to be included in any judgment entered in such proceeding.

15. CONSIDERATION. It is expressly understood and agreed that this document sets forth the entire consideration for this Agreement, and that said consideration for this Agreement is contractual and not a mere recital.

16. CONSTRUCTION. This Agreement is a negotiated agreement and any documents delivered pursuant hereto shall be construed without regard to the identity of the persons or entities who or which drafted the various provisions thereof. Every provision of this Agreement and such other employment-related documents shall be construed as though all parties participated equally in the drafting thereof. Any legal rule of construction that a document is to be construed against the drafting party shall not be applicable and is expressly waived by Company and Employee.

17. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

18. CAPTIONS. The captions used in this Agreement are inserted for convenience only and shall not affect the meaning or construction of this Agreement.

19. NOTICES. All notices required or permitted hereunder shall be in writing and shall be deemed duly given upon receipt if either personally delivered, sent by certified mail, return receipt requested, or sent by a nationally-recognized overnight courier service, addressed to the parties as follows:

If to Company:
Renaissance Group International, Ltd.
7501 N. 16th Street, Suite 200
Phoenix, Arizona 85020
Attn: President

If to Employee:
James Jones
3227 N. Sycamore Place
Chandler, Arizona 85224

or to such other address as any party may provide to the other in accordance with this Section.



20. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof (i.e., Employee's employment by Company) and supersedes all prior or contemporaneous understandings or agreements in regard thereto; provided, however, that (except as otherwise set forth herein) this Agreement shall not affect or supersede any rights of Company under any other contracts or other agreements between or otherwise involving the parties, any restrictive covenants or any similar agreements. No modification or addition to this Agreement shall be valid unless in writing, specifically referring to this Agreement and signed by all parties hereto. No waiver of any rights under this Agreement shall be valid unless in writing and signed by the party to be charged with such waiver. No waiver of any term or condition contained in this Agreement shall be deemed or construed as a further or continuing waiver of such term or condition, unless the waiver specifically provides otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 1st day of February, 1998.

| | |
|---|---|
| RENAISSANCE INTERNATIONAL GROUP, LTD, a Nevada corporation | EMPLOYEE: |
| By: /s/ TENNESSEE WEBB | /s/ JAMES JONES |
| Its: President | James Jones |

EXHIBIT 10(iv)

# EMPLOYMENT AGREEMENT

THIS AGREEMENT (this "Agreement") is by and between RENAISSANCE INTERNATIONAL GROUP, LTD., a Nevada corporation ("Company"), and JOHN WILLIAMS, an individual ("Employee").

## RECITALS:

A. Company is engaged, among other things, in the business of managing and operating medical facilities and developing digital interface technology systems for the medical and related industries ("Company Business"). Employee has substantial experience and expertise in the area of corporate finance.

B. Company desires to retain the services of Employee as an executive, to act as its CHIEF FINANCIAL OFFICER/VICE PRESIDENT OF FINANCE, and Employee desires and is willing to continue employment with the Company in that capacity.

C. Company and Employee desire to embody the terms and conditions of Employee's employment in a written agreement, which will supersede all prior agreements of employment, whether written or oral, pursuant to the terms and conditions hereinafter set forth.

D. The Board of Directors of Company (the "Board"), has determined that it is in the best interests of Company and its shareholders to assure that Company will have the continued dedication of Employee, notwithstanding the possibility, threat or occurrence of a Change of Control (as defined in Section 6(f)) of Company. The Board believes it is imperative to diminish the inevitable distraction of Employee by virtue of the personal uncertainties and risks created by a pending or threatened Change of Control and to encourage Employee's full attention and dedication to Company currently and in the event of any threatened or pending Change of Control, and to provide Employee with compensation and benefits arrangements upon a Change of Control which ensure that the compensation and benefits expectations of Employee will be satisfied and which are competitive with those of other corporations. Therefore, in order to accomplish these objectives, the Board has caused Company to enter into this Agreement.

## AGREEMENT

In consideration of the recitals and mutual agreements hereinafter set forth, the parties agree as follows:

1. EMPLOYMENT. Company agrees to continue to employ Employee on a full-time basis, in accordance with the terms and conditions set forth herein, and Employee agrees to accept such continued full-time employment in accordance with said terms and conditions. Employee shall have such duties and responsibilities as shall be allocated to him from time to time by the Board in his capacity as the Chief Financial Officer/Vice President of Finance. Employee's title and duties may be changed from time to time in the discretion of Company's Board so long as he is maintained in an executive capacity with duties, responsibilities and privileges commensurate with his current level of employment. Employee agrees to devote his full time, skill, knowledge and attention to the business of Company and the performance of his duties under this Agreement. Employee shall report directly to the President of Company.

2. TERM. The initial term (the "Term") of employment under this Agreement shall commence on March 16, 1998 (the "Effective Date") and shall continue for a period of five (5)

years, unless earlier terminated as set forth in Section 6 below. Thereafter, this Agreement shall automatically renew for an additional three-year period (the "Renewal Term") unless either party gives the other written notice of non-renewal at least 30 days prior to the expiration of

the Term or Renewal Term.

3. COMPENSATION.

(a) BASE SALARY. Company agrees to pay Employee an initial annual base salary of $110,000, before deducting all applicable withholdings which shall be payable in accordance with Company's standard executive payroll policies as they may be revised from time to time. Upon the execution of this Agreement, Company also agrees to pay Employee 50,000 shares of Company's common stock. Employee's annual base salary shall thereafter be subject to adjustment in accordance with Company's standard executive compensation policies, but in no event shall Employee's annual base salary be less than $110,000 per year during the Term or Renewal Term.

(b) INCENTIVE BONUS. After commencing his duties as Chief Financial Officer/Vice President of Finance, Company's Executive Committee shall, at its option, design and present to the Board for review, adjustment and adoption, an incentive compensation program for key employees. Employee shall be designated as a key employee and shall be entitled to participate in such program, and if financial targets established pursuant to the program are met, will be eligible to earn in any year an additional maximum amount of compensation in the form of stock, stock options and/or cash as determined by Company's Executive Committee.

(c) STOCK OPTIONS. Upon the execution of this Agreement, Employee shall receive stock options to acquire up to 250,000 shares of the Common Stock of the Company at a price equal to the greater of $2.50 per share or fifty percent (50%) of the public bid price of the Common Stock of the Company upon the date of the exercise of any or all of the stock options. Such stock options shall be exercisable from the date Company commences trading on the Nasdaq Bulletin Board until the expiration of the Term, notwithstanding any termination during the Term pursuant to Section 6(c) herein. The issuance of said stock options does not preclude Company from issuing to Employee additional stock options pursuant to a qualified or non-qualified plan.

(d) DEDUCTIONS. Company shall deduct from the payments made to Employee hereunder any federal, state or local withholding or other taxes or charges which Company is required to deduct under applicable law, and all amounts payable to Employee under this Agreement are stated before any such deductions. Company shall have the right to rely upon written opinion of counsel if any questions arise as to any deductions.

4. BENEFITS.



(a) INSURANCE. In addition to the compensation described above, while Employee is employed hereunder, Company shall pay for and provide Employee and his dependents with the same amount and type of health, medical and life insurance as is provided from time to time to executive officers of Company during the Term and Renewal Term, if applicable.

(b) EXPENSE REIMBURSEMENT. In addition to the compensation and benefits provided above, Company shall, upon prior approval of the Executive Committee and receipt of appropriate documentation, reimburse Employee each month for his reasonable travel, lodging and other ordinary and necessary business expenses consistent with Company's policies as in effect from time to time.

(c) RETIREMENT PLAN. In addition to the compensation and benefits provided above, Company shall pay for and provide Employee a retirement or pension plan as is provided from time to time to executive officers of Company during the Term and Renewal Term, if applicable.

5. VACATION. Employee shall be entitled to vacation with pay in

accordance with Company's vacation policy as in effect from time to time. In addition, Employee shall be entitled to such holidays as Company may approve for its executive personnel.

6. TERMINATION. The Board may terminate Employee's employment by Company prior to the expiration of the Term or Renewal Term in the manner provided in either Section 6(a) or Section 6(b). Additionally, if notice of non-renewal is given pursuant to Section 2, the term of employment shall expire at the end of the Term and Employee shall be entitled to compensation as provided in Section 6(e).

(a) FOR CAUSE. Company may terminate this Agreement for cause upon written notice to the Employee stating the facts constituting such cause, provided that Employee shall have 10 days following such notice to cure any conduct or act, if curable, alleged to provide grounds for termination for cause hereunder. In the event of termination for cause, any unexercised stock options granted pursuant to Section 3(c) shall automatically expire, and Company shall be obligated to pay Employee only the salary due him through the date of termination pursuant to Section 3(a). Cause shall include material neglect of duties, failure to abide by ethical and good faith instructions or policies from or set by the Board, conviction of a felony or serious misdemeanor offense or pleading guilty or NOLO CONTENDERE to same, the commission by Employee of an act of dishonesty or moral turpitude, Employee's breach of this Agreement, breach by Employee of any other material obligation to Company, or upon the bankruptcy, receivership, dissolution or cessation of business of Company.

(b) WITHOUT CAUSE. Any termination of Employee by Company for any other reason than for cause shall constitute a termination without cause. Any termination resulting from a Change of Control as defined below shall constitute a termination without cause without the necessity of written notice to Employee. Upon termination under this Section 6(b), Company shall (i) pay to Employee his base salary at the time of termination due him through the date of the expiration of the Term, or Renewal Term, if applicable; and (ii) within 60 days after the end of the fiscal year in which termination pursuant to this Section 6(b) occurs, Employee shall be entitled to receive a separation payment as defined below.

(c) DISABILITY. If during the Term, or Renewal Term, if applicable, Employee fails to perform his duties hereunder because of physical or mental illness or other incapacity for a period of two consecutive months, or for 45 days during any 120-day period, Company



shall have the right to terminate this Agreement without further obligation hereunder except for any bonus amount payable in accordance with this Section 6(c) and any amounts payable pursuant to disability plans generally applicable to executive employees. Company shall provide Employee with notice of commencement of the disability period, which period cannot commence more than seven (7) days prior to the date of the notice. If there is any dispute as to whether Employee is or was physically or mentally disabled under this Agreement, or whether his disability has ceased and he is able to resume his duties, such question shall be submitted to a licensed physician agreed upon by the parties. Employee shall submit to such examinations and provide information as such physician may request, and the determination of such physician as to Employee's physical or mental condition shall be binding and conclusive on the parties. Company agrees to pay the cost of any such physician's services, tests and examinations.

(d) DEATH. If Employee dies during the Term, or Renewal Term, if applicable, this Agreement shall terminate immediately, and the Employee's legal representatives shall be entitled to receive the base salary due the Employee through the last day of the calendar month in which his death shall have occurred and any other death benefits generally applicable to executive employees.

(e) CHANGE OF CONTROL. For purposes of this Agreement (except

to the extent governed or affected by Section 280G of the Internal Revenue Code of 1986, as amended (the "Code")), "Change in Control" shall be deemed to have occurred if the conditions set forth in any one of the following paragraphs shall have been satisfied:

i) Any "person" (as such term is used in Section 13(d) and 14(d)) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or "persons" acting in concert, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing twenty-five percent (25%) or more of the combined voting power of Company's then outstanding securities, provided that the term "person" for purposes of this Section 6(f)(i) shall exclude Company or any trustee or other fiduciary holding securities under an employee benefit plan of Company; or

ii) The stockholders of Company approve an acquisition and/or merger or consolidation of Company with any other corporation, other than (A) an acquisition and/or a merger or consolidation which would result in the voting securities of Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of Company, at least seventy percent (70%) of the combined voting power of the voting securities of Company or such surviving entity outstanding immediately after such merger or consolidation, or (B) an acquisition and/or merger or consolidation effected to implement a recapitalization of Company (or similar transaction) in which no person acquires more than fifty percent (50%) of the combined voting power of Company's then outstanding securities; or



iii) The stockholders of Company approve a plan of complete liquidation of Company or an agreement for the sale or disposition by Company of all or substantially all Company's assets.

(f) Separation Payment. i) For purposes of this Agreement, "Separation Payment" means a payment equal to 2.99 times the Employee's annual base salary at the time of termination, subject to the limitations in (6)(g)(ii), below.

ii) If the Separation Payment plus any other severance benefits or any other payments or benefits received or to be received by Employee from the Company (whether payable pursuant to the terms of this Agreement or pursuant to any other plan, agreement or arrangement with the Company or any corporation ("Affiliate") affiliated with the Company within the meaning of Section 1504 of the Code (collectively, "Severance Benefits"), in the opnion of tax counsel selected by the Company and acceptable to Employee, constitute "parachute payments" within the meaning of Section 280G (b)(2) of the Code, and the present value of such "parachute payments" equals or exceeds three times the average of the annual compensation payable to Employee by the Company (or an Affiliate) and includable in Employee's gross income for federal income tax purposes for the five years preceding the year in which the Employee was terminated without cause under Section 6(b) of this Agreement (including, without limitation, a termination without cause upon a Change of Control) ("Base Amount"), if, but only if Employee so elects in writing, such Severance Benefits shall be reduced to an amount the present value of which (when combined with the present value of any other payments or benefits otherwise received or to be received by Employee from the Company or an Affiliate that are deemed "parachute payments") is equal to 2.99 times the Base Amount, notwithstanding any other provision to the contrary in this Agreement. However, the Severance Benefits shall not be reduced if in the opinion of such tax counsel, the Severance Benefits (in their full amount or as partially reduced, as the case may be)

plus all other payments or benefits which constitute "parachute payments" within the meaning of Section 280G (b)(2) of the Code are reasonable compensation for services actually rendered, within the meaning of Section 280G (b)(4) of the Code, and such payments are deductible by the Company. The Base Amount shall include every type and form of compensation includable in Employee's gross income in respect of his employment by the company (or an Affiliate), except to the extent otherwise provided in temporary or final regulations promulgated under Section 280G (b) of the Code. For purposes of this Section 6 (g)(ii), a "change in ownership or control" shall have the meaning set forth in Section 280G (b) of the Code and any temporary or final regulations promulgated thereunder. The present value of any non-cash benefit or any deferred cash payment shall be determined by the Company's independent auditors in accordance with the principles of Sections 280G (d)(3) and (4) of the Code.

iii) Employee shall have the right to request that the Company obtain a ruling from the Internal Revenue Service ("Service") as to whether any or all payments or benefits determined by such tax counsel are, in the view of the Service, "parachute payments" under Section 280G. If a ruling is sought pursuant to executive's request, no Severance Benefits payable under this Agreement shall be made to Employee to the extent they would exceed 2.99 times the Base Amount until after 15 days from the date of such ruling. For purposes of this Section 6, Employee



and the Company agree to be bound by the Service's ruling as to whether payments constitute "parachute payments" under Section 280G. If the Service declines, for any reason, to provide the ruling requested, the tax counsel's opinion provided with respect to what payments or benefits constitute "parachute payments" shall control, and the period during which the excessive portion of the Severance Benefits may be deferred shall be extended to a date 15 days from the date of the Service's notice indicating that no ruling would be forthcoming.

iv) If Section 280G, or any successor statute, is repealed, this Section 6(g) shall cease to be effective on the effective of such repeal. The parties to this Agreement recognize that final regulations under Section 280G of the Code may affect the amounts that may be paid under this Agreement and agree that, upon issuance of such final regulations this Agreement may be modified as in good faith deemed necessary in light of the provisions of such regulations to achieve the purposes of this Agreement, and that consent to such modifications shall not be unreasonably withheld.

7. NON-COMPETITION; CONFIDENTIAL INFORMATION.

(a) CONFIDENTIAL INFORMATION. Employee acknowledges that Employee may receive, or contribute to the production of, Confidential Information. For purposes of this Agreement, Employee agrees that "Confidential Information" shall mean information or material proprietary to Company or designated as Confidential Information by Company and not generally known by non-Company personnel, which Employee develops or of or to which Employee may obtain knowledge or access through or as a result of Employee's relationship with Company (including information conceived, originated, discovered or developed in whole or in part by Employee). Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing) related to Company's business: discoveries, inventions, ideas, concepts, research, development, processes, procedures, "know-how", formulae, marketing techniques and materials, marketing and development plans, business plans, customer names and other information related to customers, price lists, pricing policies, financial information, employee compensation, and computer programs

and systems. Confidential Information also includes any information described above which Company obtains from another party and which Company treats as proprietary or designates as Confidential Information, whether or not owned by or developed by Company. Employee acknowledges that the Confidential Information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. Information publicly known without breach of this Agreement that is generally employed by the trade at or after the time Employee first learns of such information, or generic information or knowledge which Employee would have learned in the course of similar employment or work elsewhere in the trade, shall not be deemed part of the Confidential Information. Employee further agrees:

i) To furnish Company on demand, at any time during or after employment, a complete list of the names and addresses of all present, former and potential customers and other contacts gained while an employee of Company in Employee's possession, whether or not in the possession or within the knowledge of Company;



ii) that all notes, memoranda, documentation and records in any way incorporating or reflecting any Confidential Information shall belong exclusively to Company, and Employee agrees to turn over all copies of such materials in Employee's control to Company upon request or upon termination of Employee's employment with Company;

iii) that while employed by Company and thereafter Employee will hold in confidence and not directly or indirectly reveal, report, publish, disclose or transfer any of the Confidential Information to any person or entity, or utilize any of the Confidential Information for any purpose, except in the course of Employee's work for Company; and

iv) that any idea in whole or in part conceived of or made by Employee during the term of his employment, consulting, or similar relationship with Company which relates directly or indirectly to Company's current or planned lines of business and is made through the use of any of the Confidential Information of Company or any of Company's equipment, facilities, trade secrets or time, or which results from any work performed by Employee for Company, shall belong exclusively to Company and shall be deemed a part of the Confidential Information for purposes of this Agreement. Employee hereby assigns and agrees to assign to Company all rights in and to such Confidential Information whether for purposes of obtaining patent or copyright protection or otherwise. Employee shall acknowledge and deliver to Company, without charge to Company (but at its expense) such written instruments and do such other acts, including giving testimony in support of Employee's authorship or inventorship, as the case may be, necessary in the opinion of Company to obtain patents or copyrights or to otherwise protect or vest in Company the entire right and title in and to the Confidential Information.

(b) NON-COMPETITION. During the Term, Employee agrees that he shall not enter into or engage, directly or indirectly, whether on his own account or as a shareholder (other than as a less than 2% shareholder of a publicly-held company), partner, joint venturer, employee, consultant, advisor, and/or agent, of any person, firm, corporation, or other entity, in any or all of the following activities:

i) Engaging in Company Business in the United States;

ii) soliciting the past or existing customers, clients, suppliers, or business patronage of Company or any of its predecessors, affiliates or subsidiaries, or use any Confidential Information (as defined in Section 7(a)) for the purpose of, or

which results in, competition with Company or any of its affiliates or subsidiaries;

iii) soliciting the employment of any employees of Company or any of its affiliates or subsidiaries; and

iv) promoting or assisting, financially or otherwise, any person, firm, association, corporation, or other entity engaged in the Company Business in the United States.

(c) INJUNCTIONS. It is agreed that the restrictions contained in this Section 7 are reasonable, but it is recognized that damages in the event of the breach of any of the restrictions will be difficult or impossible to ascertain; and, therefore, Employee agrees that,



in addition to and without limiting any other right or remedy Company may have, Company shall have the right to an injunction against Employee issued by a court of competent jurisdiction enjoining any such breach without showing or proving any actual damage to Company.

(d) Employee also agrees, acknowledges, covenants, represents and warrants as follows:

i) That he has read and fully understands the foregoing restrictions and that he has consulted with a competent attorney regarding the uses and enforceability of restrictive covenants;

ii) that he is aware that there may be defenses to the enforceability of the foregoing restrictive covenants, based on time or territory considerations, and that he knowingly, consciously, intentionally and entirely voluntarily, irrevocably waives any and all such defenses and will not assert the same in any action or other proceeding brought by Company for the purpose of enforcing the restrictive covenants or in any other action or proceeding involving him and Company;

iii) that he is fully and completely aware that, and further understands that, the foregoing restrictive covenants are an essential part of the consideration for Company entering into this Agreement and that Company is entering into this Agreement in full reliance on these acknowledgments, covenants, representations and warranties; and

iv) that the existence of any claim or cause of action by him against Company, if any, whether predicated upon this Agreement or otherwise, shall not constitute a defense to the enforcement by Company of the foregoing restrictive covenants which shall be litigated separately.

(e) If period of time and/or territory described above are nevertheless held to be in any respect an unreasonable restriction (after giving due consideration to the provisions of Section 7(d) above), then it is agreed that the court so holding may reduce the territory to which the restriction pertains or the period of time in which it operates or may reduce both such territory and such period, to the minimum extent necessary to render such provision enforceable.

(f) The obligations described in this Section 7 shall survive any termination of this Agreement or any termination of the employment relationship created hereunder for the maximum period of time said obligations may be legally enforced.

8. INVENTIONS AND CREATIONS.

(a) Employee agrees that all inventions, discoveries, developments, improvements, ideas, distinctive marks, symbols or phrases, copyrightable creations, works of authorship, mask works and other contributions including but not limited to software, advertising, design, artwork, manuals and writings (collectively referred to as "Creations"), whether or not protectable by statute,

which have been, or are in the future conceived, created, made, developed or acquired by Employee, either individually or jointly, while employee is retained by Company and relate in any manner to Employee's work for Company, the research or business of Company or fields into which the business of



Company may extend, belong to Company. Employee hereby sells, assigns and transfers to Company exclusively and irrevocably, without further compensation, all ownership, title and rights in and to all of the Creations. Employee further agrees to promptly and fully disclose the Creations to Company in writing, if requested by Company, and to execute and deliver any and all lawful applications, assignments and other documents which Company requests for protecting the Creations in the United States or any other country. Company shall have the full and sole power to prosecute such applications and to take all other actions concerning the Creations, and Employee agrees to cooperate fully, at the expense of Company, in the preparation and prosecution of all such applications and any legal actions and proceedings concerning the Creations.

(b) Employee agrees and warrants that the Creations will be Employee's original work and will not improperly or illegally incorporate any material created by or belonging to others.

(c) Employee agrees to and does hereby sell, assign, convey and transfer to Company any and all manuscripts, programs, writings, pictorial materials, originals, camera-ready copies, and all drafts and notes of the Creations, regardless of the media in which they might exist, and to provide these materials to Company promptly whenever requested by Company and upon completion of the Agreement, and to execute documents, give testimony and otherwise cooperate fully with Company to establish and/or confirm Company's ownership, patent, copyright and/or trademark rights concerning the Creations.

(d) Without diminishing in any way the rights granted to Company above, if a Creation is described in a patent, copyright or trademark application, or is disclosed to a third party by Employee within two (2) years after Employee's employment with Company is terminated, Employee agrees that it is to be presumed that the Creation was conceived, created, made, developed or acquired by Employee during the period of his employment with Company, unless Employee can prove otherwise by clear and convincing evidence.

9. GOVERNING LAW AND VENUE. Arizona law shall govern the construction and enforcement of this Agreement and the parties agree that any litigation pertaining to this Agreement shall be in courts located in Maricopa County, Arizona.

10. CONSTRUCTION. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against any party. The Section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. All terms used in one number or gender shall be construed to include any other number or gender as the context may require. The parties agree that each party has reviewed this Agreement and has had the opportunity to have counsel review the same and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment or any exhibits thereof.

11. NONDELEGABILITY OF EMPLOYEE'S RIGHTS AND COMPANY ASSIGNMENT RIGHTS. The obligations, rights and benefits of Employee hereunder are personal and may not be delegated, assigned or transferred in any manner whatsoever, nor are such obligations, rights or benefits subject to involuntary alienation, assignment or transfer. Upon reasonable notice to Employee, Company may transfer Employee to an affiliate of Company, which affiliate shall assume the obligations of Company under this Agreement. This Agreement shall be assigned automatically to any entity merging with or acquiring Company or its business.

12. ASSIGNMENT. This Agreement and the respective rights, duties and obligations of Employee hereunder may not be assigned or delegated by Employee.

13. SEVERABILITY. In the event any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect, and either (a) the invalid or unenforceable provision shall be modified to the minimum extent necessary to make it valid and enforceable or (b) if such a modification is not possible, this Agreement shall be interpreted as if such invalid or unenforceable provision were not a part hereof.

14. ATTORNEYS' FEES. Except as otherwise provided herein, in the event any party hereto institutes an action or other proceeding to enforce any rights arising out of this Agreement, the party prevailing in such action or other proceeding shall be paid all reasonable costs and attorneys' fees by the non-prevailing party, such fees to be set by the court and not by a jury and to be included in any judgment entered in such proceeding.

15. CONSIDERATION. It is expressly understood and agreed that this document sets forth the entire consideration for this Agreement, and that said consideration for this Agreement is contractual and not a mere recital.

16. CONSTRUCTION. This Agreement is a negotiated agreement and any documents delivered pursuant hereto shall be construed without regard to the identity of the persons or entities who or which drafted the various provisions thereof. Every provision of this Agreement and such other employment-related documents shall be construed as though all parties participated equally in the drafting thereof. Any legal rule of construction that a document is to be construed against the drafting party shall not be applicable and is expressly waived by Company and Employee.

17. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

18. CAPTIONS. The captions used in this Agreement are inserted for convenience only and shall not affect the meaning or construction of this Agreement.

19. NOTICES. All notices required or permitted hereunder shall be in writing and shall be deemed duly given upon receipt if either personally delivered, sent by certified mail, return receipt requested, or sent by a nationally-recognized overnight courier service, addressed to the parties as follows:

If to Company: Renaissance Group International, Ltd.
7501 N. 16th Street, Suite 200
Phoenix, Arizona 85020
Attn: President

If to Employee: John Williams
4102 N. Ranier
Mesa, AZ 85215

or to such other address as any party may provide to the other in accordance with this Section.



20. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof (i.e., Employee's employment by Company) and supersedes all prior or contemporaneous understandings or agreements in regard thereto; provided, however, that (except as otherwise set forth herein) this Agreement shall

not affect or supersede any rights of Company under any other contracts or other agreements between or otherwise involving the parties, any restrictive covenants or any similar agreements. No modification or addition to this Agreement shall be valid unless in writing, specifically referring to this Agreement and signed by all parties hereto. No waiver of any rights under this Agreement shall be valid unless in writing and signed by the party to be charged with such waiver. No waiver of any term or condition contained in this Agreement shall be deemed or construed as a further or continuing waiver of such term or condition, unless the waiver specifically provides otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 16th day of March, 1998.

| | |
|---|---|
| RENAISSANCE INTERNATIONAL GROUP, LTD, a Nevada corporation | EMPLOYEE: |
| By: /s/ KEVIN JONES | /s/ JOHN WILLIAMS |
| Its: President | John Williams |

EXHIBIT 10(v)

# EMPLOYMENT AGREEMENT

THIS AGREEMENT (this "Agreement") is by and between RENAISSANCE INTERNATIONAL GROUP, LTD., a Nevada corporation ("Company"), and WILLIAM D. O'NEAL, an individual ("Employee").

## RECITALS:

A. Company is engaged, among other things, in the business of managing and operating medical facilities and developing digital interface technology systems for the medical and related industries ("Company Business"). Employee has substantial experience and expertise in the area of corporate law and management.

B. Company desires to retain the services of Employee as an executive, to act as its SENIOR VICE PRESIDENT OF BUSINESS AFFAIRS, and Employee desires and is willing to continue employment with the Company in that capacity.

C. Company and Employee desire to embody the terms and conditions of Employee's employment in a written agreement, which will supersede all prior agreements of employment, whether written or oral, pursuant to the terms and conditions hereinafter set forth.

D. The Board of Directors of Company (the "Board"), has determined that it is in the best interests of Company and its shareholders to assure that Company will have the continued dedication of Employee, notwithstanding the possibility, threat or occurrence of a Change of Control (as defined in Section 6(f)) of Company. The Board believes it is imperative to diminish the inevitable distraction of Employee by virtue of the personal uncertainties and risks created by a pending or threatened Change of Control and to encourage Employee's full attention and dedication to Company currently and in the event of any threatened or pending Change of Control, and to provide Employee with compensation and benefits arrangements upon a Change of Control which ensure that the compensation and benefits expectations of Employee will be satisfied and which are competitive with those of other corporations. Therefore, in order to accomplish these objectives, the Board has caused Company to enter into this Agreement.

## AGREEMENT

In consideration of the recitals and mutual agreements hereinafter set forth, the parties agree as follows:

1. EMPLOYMENT. Company agrees to continue to employ Employee on a full-time basis, in accordance with the terms and conditions set forth herein, and Employee agrees to accept such continued full-time employment in accordance with said terms and conditions. Employee shall have such duties and responsibilities as shall be allocated to him from time to time by the Board in his capacity as the Senior Vice President of Business Affairs. Employee's title and duties may be changed from time to time in the discretion of Company's Board so long as he is maintained in an executive capacity with duties, responsibilities and privileges commensurate with his current level of employment. Employee agrees to devote his full time, skill, knowledge and attention to the business of Company and the performance of his duties under this Agreement. Employee shall report directly to the President of Company.

2. TERM. The initial term (the "Term") of employment under this Agreement shall commence on February 1, 1998 (the "Effective Date") and shall continue for a period of five (5)

years, unless earlier terminated as set forth in Section 6 below. Thereafter, this Agreement shall automatically renew for an additional three-year period (the "Renewal Term") unless either party gives the other written notice of non-renewal at least 30 days prior to the expiration of

the Term or Renewal Term.

3. COMPENSATION.

(a) BASE SALARY. Company agrees to pay Employee an initial annual base salary of $120,000, before deducting all applicable withholdings which shall be payable in accordance with Company's standard executive payroll policies as they may be revised from time to time. Employee's annual base salary shall thereafter be subject to annual adjustment in accordance with Company's standard executive compensation policies, but in no event shall Employee's annual base salary be less than $120,000 per year during the Term or Renewal Term.

(b) INCENTIVE BONUS. After commencing his duties as Senior Vice President of Business Affairs, Company's Executive Committee shall, at its option, design and present to the Board for review, adjustment and adoption, an incentive compensation program for key employees. Employee shall be designated as a key employee and shall be entitled to participate in such program, and if financial targets established pursuant to the program are met, will be eligible to earn in any year an additional maximum amount of compensation in the form of stock, stock options and/or cash as determined by Company's Executive Committee.

(c) DEDUCTIONS. Company shall deduct from the payments made to Employee hereunder any federal, state or local withholding or other taxes or charges which Company is required to deduct under applicable law, and all amounts payable to Employee under this Agreement are stated before any such deductions. Company shall have the right to rely upon written opinion of counsel if any questions arise as to any deductions.

4. BENEFITS.



(a) INSURANCE. In addition to the compensation described above, while Employee is employed hereunder, Company shall pay for and provide Employee and his dependents with the same amount and type of health, medical and life insurance as is provided from time to time to executive officers of Company during the Term and Renewal Term, if applicable.

(b) EXPENSE REIMBURSEMENT. In addition to the compensation and benefits provided above, Company shall, upon prior approval of the Executive Committee and receipt of appropriate documentation, reimburse Employee each month for his reasonable travel, lodging and other ordinary and necessary business expenses consistent with Company's policies as in effect from time to time.

(c) RETIREMENT PLAN. In addition to the compensation and benefits provided above, Company shall pay for and provide Employee a retirement or pension plan as is provided from time to time to executive officers of Company during the Term and Renewal Term, if applicable.

5. VACATION. Employee shall be entitled to vacation with pay in accordance with Company's vacation policy as in effect from time to time. In addition, Employee shall be entitled to such holidays as Company may approve for its executive personnel.

6. TERMINATION. The Board may terminate Employee's employment by Company prior to the expiration of the Term or Renewal Term in the manner provided in either Section 6(a) or Section 6(b). Additionally, if notice of non-renewal is given pursuant to Section 2, the term of employment shall expire at the end of the Term and Employee shall be entitled to compensation as provided in Section 6(e).

(a) FOR CAUSE. Company may terminate this Agreement for cause upon written notice to the Employee stating the facts constituting such cause, provided that Employee shall have 10 days following such notice to cure any conduct or act, if curable, alleged to provide

grounds for termination for cause hereunder. In the event of termination for cause, any unexercised stock options granted pursuant to Section 3(c) shall automatically expire, and Company shall be obligated to pay Employee only the salary due him through the date of termination pursuant to Section 3(a). Cause shall include material neglect of duties, failure to abide by ethical and good faith instructions or policies from or set by the Board, conviction of a felony or serious misdemeanor offense or pleading guilty or NOLO CONTENDERE to same, the commission by Employee of an act of dishonesty or moral turpitude, Employee's breach of this Agreement, breach by Employee of any other material obligation to Company, or upon the bankruptcy, receivership, dissolution or cessation of business of Company.

(b) WITHOUT CAUSE. Any termination of Employee by Company for any other reason than for cause shall constitute a termination without cause. Any termination resulting from a Change of Control as defined below shall constitute a termination without cause without the necessity of written notice to Employee. Upon termination under this Section 6(b), Company shall (i) pay to Employee his base salary at the time of termination due him through the date of the expiration of the Term, or Renewal Term, if applicable; and (ii) within 60 days after the end of the fiscal year in which termination pursuant to this Section 6(b) occurs, Employee shall be entitled to receive a separation payment as defined below.

(c) DISABILITY. If during the Term, or Renewal Term, if applicable, Employee fails to perform his duties hereunder because of physical or mental illness or other incapacity for a period of two consecutive months, or for 45 days during any 120-day period, Company



shall have the right to terminate this Agreement without further obligation hereunder except for any bonus amount payable in accordance with this Section 6(c) and any amounts payable pursuant to disability plans generally applicable to executive employees. Company shall provide Employee with notice of commencement of the disability period, which period cannot commence more than seven (7) days prior to the date of the notice. If there is any dispute as to whether Employee is or was physically or mentally disabled under this Agreement, or whether his disability has ceased and he is able to resume his duties, such question shall be submitted to a licensed physician agreed upon by the parties. Employee shall submit to such examinations and provide information as such physician may request, and the determination of such physician as to Employee's physical or mental condition shall be binding and conclusive on the parties. Company agrees to pay the cost of any such physician's services, tests and examinations.

(d) DEATH. If Employee dies during the Term, or Renewal Term, if applicable, this Agreement shall terminate immediately, and the Employee's legal representatives shall be entitled to receive the base salary due the Employee through the last day of the calendar month in which his death shall have occurred and any other death benefits generally applicable to executive employees.

(e) NON-RENEWAL. If Employee's term of employment is not renewed by Company as contemplated by Section 2 at the end of the Term, Company shall pay to Employee the base salary due him through the end of the Term, less applicable withholdings.

(f) CHANGE OF CONTROL. For purposes of this Agreement (except to the extent governed or affected by Section 280G of the Internal Revenue Code of 1986, as amended (the "Code")), "Change in Control" shall be deemed to have occurred if the conditions set forth in any one of the following paragraphs shall have been satisfied:

i) Any "person" (as such term is used in Section 13(d) and 14(d)) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or "persons" acting in concert, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange

Act), directly or indirectly, of securities of the Company representing twenty-five percent (25%) or more of the combined voting power of Company's then outstanding securities, provided that the term "person" for purposes of this Section 6(f)(i) shall exclude Company or any trustee or other fiduciary holding securities under an employee benefit plan of Company; or

ii) The stockholders of Company approve an acquisition and/or merger or consolidation of Company with any other corporation, other than (A) an acquisition and/or a merger or consolidation which would result in the voting securities of Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of Company, at least seventy percent (70%) of the combined voting power of the voting securities of Company or such surviving entity outstanding immediately after such merger or consolidation, or (B) an acquisition and/or merger or consolidation effected to implement a recapitalization of Company (or similar transaction) in which no person acquires more than fifty percent (50%) of the combined voting power of Company's then outstanding securities; or



iii) The stockholders of Company approve a plan of complete liquidation of Company or an agreement for the sale or disposition by Company of all or substantially all Company's assets.

(g) SEPARATION PAYMENT. i) For purposes of this Agreement, "Separation Payment" means a payment equal to 2.99 times the Employee's annual base salary at the time of termination, subject to the limitations in (6)(g)(ii), below.

ii) If the Separation Payment plus any other severance benefits or any other payments or benefits received or to be received by Employee from the Company (whether payable pursuant to the terms of this Agreement or pursuant to any other plan, agreement or arrangement with the Company or any corporation ("Affiliate") affiliated with the Company within the meaning of Section 1504 of the Code (collectively, "Severance Benefits"), in the opnion of tax counsel selected by the Company and acceptable to Employee, constitute "parachute payments" within the meaning of Section 280G (b)(2) of the Code, and the present value of such "parachute payments" equals or exceeds three times the average of the annual compensation payable to Employee by the Company (or an Affiliate) and includable in Employee's gross income for federal income tax purposes for the five years preceding the year in which the Employee was terminated without cause under Section 6(b) of this Agreement (including, without limitation, a termination without cause upon a Change of Control) ("Base Amount"), if, but only if Employee so elects in writing, such Severance Benefits shall be reduced to an amount the present value of which (when combined with the present value of any other payments or benefits otherwise received or to be received by Employee from the Company or an Affiliate that are deemed "parachute payments") is equal to 2.99 times the Base Amount, notwithstanding any other provision to the contrary in this Agreement. However, the Severance Benefits shall not be reduced if in the opinion of such tax counsel, the Severance Benefits (in their full amount or as partially reduced, as the case may be) plus all other payments or benefits which constitute "parachute payments" within the meaning of Section 280G (b)(2) of the Code are reasonable compensation for services actually rendered, within the meaning of Section 280G (b)(4) of the Code, and such payments are deductible by the Company. The Base Amount shall include every type and form of compensation includable in Employee's gross income in respect of his employment by the company (or an Affiliate), except to the extent otherwise provided in temporary or final regulations promulgated under

Section 280G (b) of the Code. For purposes of this Section 6 (g)(ii), a "change in ownership or control" shall have the meaning set forth in Section 280G (b) of the Code and any temporary or final regulations promulgated thereunder. The present value of any non-cash benefit or any deferred cash payment shall be determined by the Company's independent auditors in accordance with the principles of Sections 280G (d)(3) and (4) of the Code.

iii) Employee shall have the right to request that the Company obtain a ruling from the Internal Revenue Service ("Service") as to whether any or all payments or benefits determined by such tax counsel are, in the view of the Service, "parachute payments" under Section 280G. If a ruling is sought pursuant to executive's request, no Severance Benefits payable under this Agreement shall be made to Employee to the extent they would exceed 2.99 times the Base Amount until after 15 days from the date of such ruling. For purposes of this Section 6, Employee



and the Company agree to be bound by the Service's ruling as to whether payments constitute "parachute payments" under Section 280G. If the Service declines, for any reason, to provide the ruling requested, the tax counsel's opinion provided with respect to what payments or benefits constitute "parachute payments" shall control, and the period during which the excessive portion of the Severance Benefits may be deferred shall be extended to a date 15 days from the date of the Service's notice indicating that no ruling would be forthcoming.

iv) If Section 280G, or any successor statute, is repealed, this Section 6(g) shall cease to be effective on the effective of such repeal. The parties to this Agreement recognize that final regulations under Section 280G of the Code may affect the amounts that may be paid under this Agreement and agree that, upon issuance of such final regulations this Agreement may be modified as in good faith deemed necessary in light of the provisions of such regulations to achieve the purposes of this Agreement, and that consent to such modifications shall not be unreasonably withheld.

7. NON-COMPETITION; CONFIDENTIAL INFORMATION.

(a) CONFIDENTIAL INFORMATION. Employee acknowledges that Employee may receive, or contribute to the production of, Confidential Information. For purposes of this Agreement, Employee agrees that "Confidential Information" shall mean information or material proprietary to Company or designated as Confidential Information by Company and not generally known by non-Company personnel, which Employee develops or of or to which Employee may obtain knowledge or access through or as a result of Employee's relationship with Company (including information conceived, originated, discovered or developed in whole or in part by Employee). Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing) related to Company's business: discoveries, inventions, ideas, concepts, research, development, processes, procedures, "know-how", formulae, marketing techniques and materials, marketing and development plans, business plans, customer names and other information related to customers, price lists, pricing policies, financial information, employee compensation, and computer programs and systems. Confidential Information also includes any information described above which Company obtains from another party and which Company treats as proprietary or designates as Confidential Information, whether or not owned by or developed by Company. Employee acknowledges that the Confidential Information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. Information publicly known without breach of this

Agreement that is generally employed by the trade at or after the time Employee first learns of such information, or generic information or knowledge which Employee would have learned in the course of similar employment or work elsewhere in the trade, shall not be deemed part of the Confidential Information. Employee further agrees:

i) To furnish Company on demand, at any time during or after employment, a complete list of the names and addresses of all present, former and potential customers and other contacts gained while an employee of Company in Employee's possession, whether or not in the possession or within the knowledge of Company;



ii) that all notes, memoranda, documentation and records in any way incorporating or reflecting any Confidential Information shall belong exclusively to Company, and Employee agrees to turn over all copies of such materials in Employee's control to Company upon request or upon termination of Employee's employment with Company;

iii) that while employed by Company and thereafter Employee will hold in confidence and not directly or indirectly reveal, report, publish, disclose or transfer any of the Confidential Information to any person or entity, or utilize any of the Confidential Information for any purpose, except in the course of Employee's work for Company; and

iv) that any idea in whole or in part conceived of or made by Employee during the term of his employment, consulting, or similar relationship with Company which relates directly or indirectly to Company's current or planned lines of business and is made through the use of any of the Confidential Information of Company or any of Company's equipment, facilities, trade secrets or time, or which results from any work performed by Employee for Company, shall belong exclusively to Company and shall be deemed a part of the Confidential Information for purposes of this Agreement. Employee hereby assigns and agrees to assign to Company all rights in and to such Confidential Information whether for purposes of obtaining patent or copyright protection or otherwise. Employee shall acknowledge and deliver to Company, without charge to Company (but at its expense) such written instruments and do such other acts, including giving testimony in support of Employee's authorship or inventorship, as the case may be, necessary in the opinion of Company to obtain patents or copyrights or to otherwise protect or vest in Company the entire right and title in and to the Confidential Information.

(b) NON-COMPETITION. During the Term, Employee agrees that he shall not enter into or engage, directly or indirectly, whether on his own account or as a shareholder (other than as a less than 2% shareholder of a publicly-held company), partner, joint venturer, employee, consultant, advisor, and/or agent, of any person, firm, corporation, or other entity, in any or all of the following activities:

i) Engaging in Company Business in the United States;

ii) soliciting the past or existing customers, clients, suppliers, or business patronage of Company or any of its predecessors, affiliates or subsidiaries, or use any Confidential Information (as defined in Section 7(a)) for the purpose of, or which results in, competition with Company or any of its affiliates or subsidiaries;

iii) soliciting the employment of any employees of Company or any of its affiliates or subsidiaries; and

iv) promoting or assisting, financially or otherwise, any person, firm, association, corporation, or other entity engaged in the Company Business in the United States.

(c) INJUNCTIONS. It is agreed that the restrictions contained in this Section 7 are reasonable, but it is recognized that damages in the event of the breach of any of the restrictions will be difficult or impossible to ascertain; and, therefore, Employee agrees that,



in addition to and without limiting any other right or remedy Company may have, Company shall have the right to an injunction against Employee issued by a court of competent jurisdiction enjoining any such breach without showing or proving any actual damage to Company.

(d) Employee also agrees, acknowledges, covenants, represents and warrants as follows:

i) That he has read and fully understands the foregoing restrictions and that he has consulted with a competent attorney regarding the uses and enforceability of restrictive covenants;

ii) that he is aware that there may be defenses to the enforceability of the foregoing restrictive covenants, based on time or territory considerations, and that he knowingly, consciously, intentionally and entirely voluntarily, irrevocably waives any and all such defenses and will not assert the same in any action or other proceeding brought by Company for the purpose of enforcing the restrictive covenants or in any other action or proceeding involving him and Company;

iii) that he is fully and completely aware that, and further understands that, the foregoing restrictive covenants are an essential part of the consideration for Company entering into this Agreement and that Company is entering into this Agreement in full reliance on these acknowledgments, covenants, representations and warranties; and

iv) that the existence of any claim or cause of action by him against Company, if any, whether predicated upon this Agreement or otherwise, shall not constitute a defense to the enforcement by Company of the foregoing restrictive covenants which shall be litigated separately.

(e) If period of time and/or territory described above are nevertheless held to be in any respect an unreasonable restriction (after giving due consideration to the provisions of Section 7(d) above), then it is agreed that the court so holding may reduce the territory to which the restriction pertains or the period of time in which it operates or may reduce both such territory and such period, to the minimum extent necessary to render such provision enforceable.

(f) The obligations described in this Section 7 shall survive any termination of this Agreement or any termination of the employment relationship created hereunder for the maximum period of time said obligations may be legally enforced.

8. INVENTIONS AND CREATIONS.

(a) Employee agrees that all inventions, discoveries, developments, improvements, ideas, distinctive marks, symbols or phrases, copyrightable creations, works of authorship, mask works and other contributions including but not limited to software, advertising, design, artwork, manuals and writings (collectively referred to as "Creations"), whether or not protectable by statute, which have been, or are in the future conceived, created, made, developed or acquired by Employee, either individually or jointly, while employee is retained by Company and relate in any manner to Employee's work for Company, the research or business of Company or fields into which the business of

Company may extend, belong to Company. Employee hereby sells, assigns and transfers to Company exclusively and irrevocably, without further compensation, all ownership, title and rights in and to all of the Creations. Employee further agrees to promptly and fully disclose the Creations to Company in writing, if requested by Company, and to execute and deliver any and all lawful applications, assignments and other documents which Company requests for protecting the Creations in the United States or any other country. Company shall have the full and sole power to prosecute such applications and to take all other actions concerning the Creations, and Employee agrees to cooperate fully, at the expense of Company, in the preparation and prosecution of all such applications and any legal actions and proceedings concerning the Creations.

(b) Employee agrees and warrants that the Creations will be Employee's original work and will not improperly or illegally incorporate any material created by or belonging to others.

(c) Employee agrees to and does hereby sell, assign, convey and transfer to Company any and all manuscripts, programs, writings, pictorial materials, originals, camera-ready copies, and all drafts and notes of the Creations, regardless of the media in which they might exist, and to provide these materials to Company promptly whenever requested by Company and upon completion of the Agreement, and to execute documents, give testimony and otherwise cooperate fully with Company to establish and/or confirm Company's ownership, patent, copyright and/or trademark rights concerning the Creations.

(d) Without diminishing in any way the rights granted to Company above, if a Creation is described in a patent, copyright or trademark application, or is disclosed to a third party by Employee within two (2) years after Employee's employment with Company is terminated, Employee agrees that it is to be presumed that the Creation was conceived, created, made, developed or acquired by Employee during the period of his employment with Company, unless Employee can prove otherwise by clear and convincing evidence.

9. GOVERNING LAW AND VENUE. Arizona law shall govern the construction and enforcement of this Agreement and the parties agree that any litigation pertaining to this Agreement shall be in courts located in Maricopa County, Arizona.

10. CONSTRUCTION. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against any party. The Section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. All terms used in one number or gender shall be construed to include any other number or gender as the context may require. The parties agree that each party has reviewed this Agreement and has had the opportunity to have counsel review the same and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment or any exhibits thereof.

11. NONDELEGABILITY OF EMPLOYEE'S RIGHTS AND COMPANY ASSIGNMENT RIGHTS. The obligations, rights and benefits of Employee hereunder are personal and may not be delegated, assigned or transferred in any manner whatsoever, nor are such obligations, rights or benefits subject to involuntary alienation, assignment or transfer. Upon reasonable notice to Employee, Company may transfer Employee to an affiliate of Company, which affiliate shall assume the obligations of Company under this Agreement. This Agreement shall be assigned automatically to any entity merging with or acquiring Company or its business.



12. ASSIGNMENT. This Agreement and the respective rights, duties and obligations of Employee hereunder may not be assigned or delegated by Employee.

13. SEVERABILITY. In the event any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid or

unenforceable for any reason, this Agreement shall remain in full force and effect, and either (a) the invalid or unenforceable provision shall be modified to the minimum extent necessary to make it valid and enforceable or (b) if such a modification is not possible, this Agreement shall be interpreted as if such invalid or unenforceable provision were not a part hereof.

14. ATTORNEYS' FEES. Except as otherwise provided herein, in the event any party hereto institutes an action or other proceeding to enforce any rights arising out of this Agreement, the party prevailing in such action or other proceeding shall be paid all reasonable costs and attorneys' fees by the non-prevailing party, such fees to be set by the court and not by a jury and to be included in any judgment entered in such proceeding.

15. CONSIDERATION. It is expressly understood and agreed that this document sets forth the entire consideration for this Agreement, and that said consideration for this Agreement is contractual and not a mere recital.

16. CONSTRUCTION. This Agreement is a negotiated agreement and any documents delivered pursuant hereto shall be construed without regard to the identity of the persons or entities who or which drafted the various provisions thereof. Every provision of this Agreement and such other employment-related documents shall be construed as though all parties participated equally in the drafting thereof. Any legal rule of construction that a document is to be construed against the drafting party shall not be applicable and is expressly waived by Company and Employee.

17. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

18. CAPTIONS. The captions used in this Agreement are inserted for convenience only and shall not affect the meaning or construction of this Agreement.

19. NOTICES. All notices required or permitted hereunder shall be in writing and shall be deemed duly given upon receipt if either personally delivered, sent by certified mail, return receipt requested, or sent by a nationally-recognized overnight courier service, addressed to the parties as follows:

If to Company:
Renaissance Group International, Ltd.
7501 N. 16th Street, Suite 200
Phoenix, Arizona 85020
Attn: President

If to Employee:
William D. O'Neal
4213 North Tabor Street
Mesa, Arizona 85215

or to such other address as any party may provide to the other in accordance with this Section.



20. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof (i.e., Employee's employment by Company) and supersedes all prior or contemporaneous understandings or agreements in regard thereto; provided, however, that (except as otherwise set forth herein) this Agreement shall not affect or supersede any rights of Company under any other contracts or other agreements between or otherwise involving the parties, any restrictive covenants or any similar agreements. No modification or addition to this Agreement shall be valid unless in writing, specifically referring to this Agreement and signed by all parties hereto. No waiver of any rights under this Agreement shall be valid unless in writing and signed by the party to be charged with such waiver. No waiver of any term or condition contained in this Agreement shall be deemed or construed as a further or continuing waiver of such term or condition, unless the waiver

specifically provides otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 15th day of August, 1997.

| | |
|---|---|
| RENAISSANCE INTERNATIONAL GROUP, LTD, a Nevada corporation | EMPLOYEE: |
| By: /s/ TENNESSEE WEBB | /s/ WILLIAM D. O'NEAL |
| Its: President | William D. O'Neal |

EXHIBIT 10(vi)

# MEMORANDUM OF UNDERSTANDING & AGREEMENT

This Agreement is entered into by and between Renaissance International Group, Ltd. (the "Company") a Nevada corporation, with its corporate office located at 7501 North 16th Street, Suite 200, Phoenix, Arizona 85020 and Tennessee Webb ("Consultant") with his office located at 9598 East Shangri-La, Scottsdale, Arizona 85260, this 16th day of March, 1998.

1. Company hereby retains the services of Consultant for a period of one year (the "Term"), at the rate of one hundred and ten thousand dollars ($110,000) per year, payable in twelve (12) equal installments, at the beginning of each month, commencing April 1, 1998 and expiring May 30, 1999, unless extended beyond or earlier terminated, pursuant to the terms hereinafter set out.

2. Consultant hereby accepts such engagement to Company and its wholly owned subsidiaries, as may be designated by the Executive Committee from time to time, pursuant to the consideration as set out in paragraph 1 above and subject to the terms and conditions hereinafter set out.

## TERMS AND CONDITIONS

1. The terms of this Agreement create an independent contractor status and Consultant has no authority to bind the Company in any matters of any nature or kind whatsoever. Company understands and agrees that it shall provide Consultant with guidance, assistance and direction, however, it shall place no restrictions as to time and work place of Consultant.

2. No later than six (6) months from the date of this Agreement, Consultant shall, in consultation with the President, C.E.O. of Renaissance CenteR, Ltd., and with guidance, advice and direction from the Executive Committee of the Company, develop, draft and deliver to the Executive Committee a critical path business plan of operations for Renaissance CenteR, Ltd., including but not limited to; development of strategic partners, potential acquisitions, marketing and placement of Renaissance CenteR, Ltd.'s design capabilities in the multi-media industry, alternative applications for technology and necessary funding requirements.

3. In addition, Consultant shall provide negotiation services as the Executive Committee may, from time to time, deem necessary and beneficial to the Company.

4. Further, as additional consideration, Company will pay to Consultant, on a project by project basis, a sum to be determined by the Executive Committee for Consultant's efforts in bringing to the Company, acquisitions, joint-ventures and/or strategic alliances in advancement of the Company's business. This is in addition to the consideration as set out in paragraph 1 above.



5. Company shall reimburse Consultant for only those expenses pre-approved by Company and upon submission of proper receipts, except that Consultant shall have the authority to incur reasonable expenses up to $250.00 in the aggregate on behalf of Company without pre-approval.

6. Company shall review with Consultant his work product with respect to the business plan for Renaissance CenteR, Ltd. upon the expiration of the first six (6) months of the Term. Based upon such fair and reasonable review, Company shall either: a) increase the consideration as set out in paragraph 1 above; b) decrease the consideration as set out in paragraph 1 above; c) leave unchanged the considerations as set out in paragraph 1 above; or d) give Consultant thirty (30) days notice, inclusive of monthly installment, terminating this Agreement.

7. Consultant understands and agrees that any and all work product created hereunder shall be and remain the property of the Company and this paragraph shall survive the termination or expiration of this Agreement, whichever may be earlier.

8. Consultant acknowledges the confidential and proprietary nature of the Company, and shall sign such non-disclosures, confidentiality and non-circumvent documents as in-house counsel for the Company may deem necessary.

9. Company acknowledges that Consultant is an independent contractor and is solely responsible for the payment of his own withholding, and any other applicable federal or state taxes and/or benefits, and is free to consult and advise such third parties as he may determine, provided that such parties are not in direct competition with Company.

Read, agreed and accepted this 16th day of March, 1998.

| "COMPANY" | "CONSULTANT" |
|---|---|
| Renaissance International Group, Ltd., a Nevada corporation | |
| By: /s/ KEVIN JONES | /s/ TENNESSEE WEBB |
| Its: President | Tennessee Webb |

EXHIBIT 10(vii)

Via Facsimile
- ------------

February 3, 1998

Dean Norris
MDI of Arizona
15229 N. 52nd Pl.
Scottsdale, AZ 85252

Fax: 494-8338

RE: Offer for Independent Contractor Services

Dear Dean:

The following sets forth our mutual understanding upon which MDI of Arizona ("MDI") shall render independent contractor services to Renaissance International Group, Ltd., an Arizona corporation ("RIGL") in connection with the evaluation, management and marketing of medical practitioners for RIGL's management service organization network.

The term of this agreement will commence upon the date hereof and shall terminate on the 31st day of July, 1998 (the "Term"). On the first day of each month of the Term, RIGL shall pay to MDI a fee in the amount of $10,000 in consideration for MDI's services. Such services shall include, but shall not be limited to, locating and evaluating physician practices for purposes of inclusion into RIGL's management service organization network. In addition, MDI shall provide day to day management and marketing services to those physician practices which affiliate with RIGL's management service organization network.

RIGL shall provide MDI with a marketing budget of $12,500. RIGL shall have the right to pre-approve any expenditures with respect to this budget, and shall have the right to approve any marketing and advertising materials developed by MDI.

RIGL shall pay MDI's reasonable and necessary expenses up to $4,000 per month during the Term. All expenses must be pre-approved by RIGL and receipts must be submitted to RIGL to obtain reimbursement.

For each physician practice that MDI affiliates with the management service organization network, MDI shall receive 4,000 shares of common stock of RIGL, along with an additional fee of $500 per month. In the event that MDI is successful in affiliating at least thirty (30) physician practices with the management services organization network during the Term, RIGL shall purchase MDI for shares of common stock of RIGL at a price which shall be determined by a third party independent evaluation at the end of the Term. In the event RIGL purchases MDI, MDI's principals shall be offered employment contracts with RIGL on terms commensurate with those of other executives of RIGL.

If the above terms set forth your understanding, please countersign below. Once executed, this agreement shall constitute a legally binding contract between the parties hereto, and enforceable under the laws of the State of Arizona.

We look forward to working with you. If you have any questions, please do not hesitate to contact the undersigned.

In this we remain,

| Renaissance International Group, Ltd. | Accepted and Agreed to: MDI of Arizona |
|---|---|
| /s/ WILLIAM D. O'NEAL | /s/ DEAN NORRIS |
| per: ---------- | ---------- |
| William D. O'Neal, VP of Business | By: Dean Norris |

Affairs/General Counsel Its President

EXHIBIT 10(viii)

Via Facsimile
- -------------

February 5, 1998

Herr Martin Neumann
Wallbergstr. 3
82024 Taufkirchen
Germany

RE: Offer to Purchase Medasys System/Independent Contractor Relationship

Dear Herr Neumann:

We are pleased to make the following offer to you to purchase the worldwide exclusive rights (exclusive of Germany, Austria, and Switzerland) to your Medasys system.

1. You shall a receive a cash payment of $65,000 US, along with shares of common stock of Renaissance International Group, Ltd. ("RIGL") equal in value to $500,000 US, in consideration for your irrevocable assignment of all right, title and interest in and to the perpetual worldwide exclusive rights (excluding Germany, Austria and Switzerland) to your medical software system known as "Medasys". The value of the shares shall be determined by averaging the highest bid and ask price on the OTC Electronic Bulletin Board Trading System during the period commencing upon the execution of this agreement and terminating upon the end of trading of the twentieth day thereafter. Fifty percent (50%) of the shares you receive shall be restricted from transfer for a period of two (2) years, and the remaining fifty percent (50%) of the shares you receive shall be restricted from transfer for a period of one year from the date of issuance.

2. RIGL shall also engage you, initially upon an independent contractor basis, to assist with the further development and translation of the Medasys system, with the intention of integrating you as an employee into our company once we are able to obtain an United States work visa on your behalf. Your independent contractor relationship shall be for a term of three (3) years commencing upon your acceptance of this agreement, with the understanding that said agreement shall form the basis of an employment agreement at such time RIGL is able to obtain the required work permit in the U.S. At such time, you shall be entitled to all the benefits associated with employee status, including medical and dental insurance and participation in the company retirement plan. While an independent contractor, you shall receive $5,000 US per month for your services. Further, you will be entitled to a bonus equal to four percent (4%) of the first $1,000,000 of net income generated from site/server licenses, and thereafter three percent (3%) of net income generated from site/server licenses until you have received a total of $255,000. You shall then receive a bonus of one percent (1%) of the net income generated from site/server licenses for an additional seven (7) years. Such payments shall be made within ninety (90) days of year end. In addition, RIGL shall pay all reasonable travel expenses to and from the United States, along with expenses related to your accommodations and meals during your stay in Arizona. As an independent contractor, you shall remain responsible for the payment of all applicable taxes and withholding until such time as you become an employee of RIGL.

If the terms of this agreement are acceptable to you, please countersign below and return an executed copy to care of the undersigned. We shall prepare a formal assignment document setting forth the above terms, and other standard and customary terms mutually acceptable to the parties. The effectiveness of this agreement and subsequent assignment shall be contingent upon approval of the Board of Directors of RIGL.

In the interim, if you have any questions, please do not hesitate to contact the undersigned. We look forward to working with you.

In this we remain,

Renaissance International Group, Ltd.

Per: /s/ WILLIAM D. O'NEAL
---
William D. O'Neal, VP of Business Affairs/General Counsel

CC: Tennessee Webb
Walter Vogel

Read, accepted and understood this 6th day of February, 1998

/s/ MARTIN NEUMANN
---
Martin Neumann

EXHIBIT 21(i)

Subsidiaries of the Registrant

Renaissance Medtech, Ltd. a Nevada corporation.
Renaissance ASD, Ltd. a Nevada corporation.
Renaissance Center, Ltd. a Nevada corporation.
Renaissance Center, Inc., a California corporation.

EXHIBIT 23(i)

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANT

I consent to the inclusion in the Form 10-SB, of Renaissance International Group, LTD. dated on or about April 30, 1998 of my audit report dated January 6, 1998 with respect to the financial statements of Renaissance International Group, LTD. as of September 30, 1997 and 1996 and for the three years ended September 30, 1997.

/s/ BILLIE J. ALLRED

Pima, Arizona
April 30, 1998

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