

8. Shared Voting Power: 0

9. Sole Dispositive Power: (a) 352,941 shares
(b) 352,941 shares

10. Shared Dispositive Power: 0

11. Aggregate Amount Beneficially Owned by Each Reporting Person:
(a) 352,941 shares
(b) 352,941 shares

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares: N/A

13. Percent of Class Represented by Amount in Row (11): (a) 8%
(b) 8%

14. Type of Reporting Person: IA

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

The Filers' source of funds for this transaction came exclusively from the Filers' investment capital. No borrowed funds were used in the transaction. The securities were acquired directly from the Company in a private placement.

ITEM 4. PURPOSE OF TRANSACTION

The purpose of the acquisition of these securities for Renaissance Capital Growth & Income Fund III, Inc. was as an investment in accordance with its election as a Business Development Company under the Investment Act of 1940. The purpose of the acquisition of these securities for Renaissance U.S. Growth & Income Trust, PLC was as an investment in accordance with its investment strategy of investing in smaller United States public companies.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

On December 31, 1996, the Company and Filers entered into Convertible Debenture Loan Agreements pursuant to which the Company issued the Filers each a \$3,000,000 Convertible Debenture yielding a 9.0% interest rate. Interest is payable monthly and if not sooner redeemed or converted, matures December 1, 2003. The Debentures also call for mandatory principal installments commencing December 1, 1999 in the amount of \$10 per \$1,000 paid on a monthly basis with the final installment of all remaining unpaid principal due on December 1, 2003. The Debentures also can be redeemed if the Company's common stock averages no less than \$16.00 per share for a period of 20 consecutive trading days, then the Company shall have the right to redeem 1/2 of the Debenture at 120% of face value at any time after December 31, 1998. If the closing bid price for the Company's common stock averages no less than \$20.00 per share for a period of 20 consecutive trading days, then the Company shall have the right to redeem 1/2 of the Debenture at 120% of face value at any time after December 31, 1998.

The Convertible Debenture Loan Agreements grant the Filers the right to elect one member to the board of directors of the Company and as yet the Filers have not made a decision whether they will elect such a right. The Filers do not have the right to vote the Common Stock underlying the Convertible Debentures until and unless they elect to convert said instrument.

The Filers have not effected any transactions in the securities of the Company prior to the purchase of the Convertible Debenture.

ITEM 6. CONTRACTS, ARRANGEMENTS, OR UNDERSTANDINGS WITH RESPECT TO SECURITIES OR THE ISSUER

The Company and the Filers entered into Convertible Debenture Loan Agreements on December 31, 1996. These agreements contain default and other provisions contained in loan agreements generally.

ITEM 7. PERSONS RETAINED, EMPLOYED OR TO BE COMPENSATED

Not Applicable

ITEM 8. MATERIAL TO BE FILED AS EXHIBITS

Not Applicable

I certify to the best of my knowledge and belief the information set forth in this statement is true, complete and correct.

Date: February 14, 1997

By: Renaissance Capital Growth & Income Fund III, Inc.

By: /s/ Vance M. Arnold

Vance M. Arnold
Executive Vice President
Renaissance Capital Group, Inc.
Investment Advisor