

SECURITIES AND EXCHANGE COMMISSION

FORM SB-2

Optional form for registration of securities to be sold to the public by small business issuers

Filing Date: **2001-08-03**
SEC Accession No. **0000912057-01-526563**

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FILER

ACHIEVEMENT TECH HOLDINGS INC /ID/

CIK: **1045151** | IRS No.: **820290939** | State of Incorporation: **ID** | Fiscal Year End: **1231**
Type: **SB-2** | Act: **33** | File No.: **333-66768** | Film No.: **1697802**
SIC: **1000** Metal mining

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As filed with the Securities and Exchange Commission on August 3, 2001
Securities Act of 1933 File No. 333-_____

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM SB-2

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933
(Amendment No. ____)

ACHIEVEMENT TEC HOLDINGS, INC.
(Name of Small Business Issuer in its Charter)

Delaware
(State or other jurisdiction of incorporation or organization)

8734
(Primary Standard Industrial Classification Code Number)

82-0290939
(I.R.S. Employer Identification No.)

2100 HIGHWAY 360, SUITE 400-B
GRAND PRAIRIE, TEXAS 75050
(972) 641-5494
(Address and telephone number of principal executive offices)

2100 HIGHWAY 360, SUITE 400-B
GRAND PRAIRIE, TEXAS 75050
(Address of principal place of business or intended principal place of business)

MILTON S. COTTER, PRESIDENT
ACHIEVEMENT TEC HOLDINGS, INC.
2100 HIGHWAY 360, SUITE 400-B
GRAND PRAIRIE, TEXAS 75050
(972) 641-5494
(Name, address and telephone number of agent for service)

COPIES TO:
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Approximate date of proposed sale to the public: From time to time after this
Registration Statement becomes effective.

If the only securities being registered on this Form are being offered pursuant
to dividend or interest reinvestment plans, please check the following box.

If any of the securities being registered on this Form are to be offered on a
delayed or continuous basis pursuant to Rule 415 under the Securities Act of
1933, other than securities offered only in connection with dividend or interest
reinvestment plans, check the following box.

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If this Form is filed to register additional securities for an offering pursuant
to Rule 462(b) under the Securities Act, please check the following box and list
the Securities Act registration statement number of the earlier effective
registration statement for the same offering. _____

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under
the Securities Act, check the following box and list the Securities Act
registration statement number of the earlier effective registration statement
for the same offering. _____

If delivery of the prospectus is expected to be made pursuant to Rule 434,
please check the following box.

CALCULATION OF REGISTRATION FEE

<Table>
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Title of each class of securities to be registered	Amount to be registered (1)	Proposed maximum offering price per share (2)	Proposed maximum aggregate offering price	Amount of registration fee
<S> Common Stock, \$.001 par value	<C> 5,045,232 shares	<C> \$0.755	<C> \$3,809,150.16	<C> \$952.29

- </Table>
- (1) The shares of common stock being registered hereunder are being registered for resale by the selling shareholders named in the prospectus and consist of shares issuable to the selling shareholders upon conversion of outstanding debentures.
 - (2) Determined pursuant to Rule 457(c) under the Securities Act of 1933, as amended, on the basis of fluctuating market prices, solely for the purpose of calculating the registration fee, and is the average of the bid and ask prices reported on the OTC bulletin board for August 1, 2001.
 - (3) Pursuant to Rule 416, there are also being registered such additional shares of common stock as may be issuable pursuant to the anti-dilution provisions of the debentures.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

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THE INFORMATION IN THIS PROSPECTUS IS NOT COMPLETE AND MAY BE CHANGED. WE MAY NOT SELL THESE SECURITIES UNTIL THE REGISTRATION STATEMENT FILED WITH THE SECURITIES AND EXCHANGE COMMISSION IS EFFECTIVE. THIS PROSPECTUS IS NOT AN OFFER TO SELL THESE SECURITIES AND IS NOT SOLICITING AN OFFER TO BUY THESE SECURITIES IN ANY STATE WHERE THE OFFER OR SALE IF NOT PERMITTED.

SUBJECT TO COMPLETION, PRELIMINARY PROSPECTUS DATED AUGUST 3, 2001

ACHIEVEMENT TEC HOLDINGS, INC.
5,045,232 SHARES
COMMON STOCK

This prospectus relates to the proposed sale of shares of common stock of Achievement Tec Holdings, Inc. that may be issued to and sold by certain selling stockholders upon conversion of outstanding debentures. We will not receive any proceeds from the sale of the shares by the selling stockholders.

The selling stockholders may, from time to time, offer their shares of common stock through public or private transactions at prevailing market prices or privately negotiated transactions.

Achievement Tec is a Delaware corporation and its principal executive offices are located at 2100 N. Highway 360, Suite 400B, Grand Prairie, TX 75050, telephone number 972-641-5494. Our common stock is quoted on the OTC bulletin board under the symbol "ACHT.OB." On _____, 2001, the closing price for our common stock was \$_____ per share.

SEE "RISK FACTORS" BEGINNING ON PAGE 3 OF THIS PROSPECTUS FOR VARIOUS RISKS YOU SHOULD CONSIDER BEFORE YOU PURCHASE ANY SHARES OF OUR COMMON STOCK.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR DETERMINED IF THIS PROSPECTUS IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this Prospectus is _____, 2001.

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RISK FACTORS

YOU SHOULD CAREFULLY CONSIDER THE RISKS DESCRIBED BELOW BEFORE BUYING SHARES IN THIS OFFERING. IF ANY OF THE FOLLOWING RISKS ACTUALLY OCCUR, OUR BUSINESS, FINANCIAL CONDITION AND RESULTS OF OPERATIONS COULD BE MATERIALLY AND ADVERSELY AFFECTED, THE TRADING PRICE OF OUR COMMON STOCK COULD DECLINE AND YOU COULD LOSE ALL OR PART OF YOUR INVESTMENT.

PURCHASING OUR COMMON STOCK MAY EXPOSE YOU
TO THE FOLLOWING RISKS INHERENT IN OUR BUSINESS

LIMITED OPERATING HISTORY

We began in the mining business in 1967, which activities ceased prior to 1984. Our employer solution subsidiaries commenced operations in early 1997. In 1998, Achievement Tec, Inc., which became a subsidiary of Achievement Tec Holdings, Inc. in November 2000, began to develop the software products it markets as employment assessment solutions. As a result, we have only a limited operating history upon which you may evaluate our business and prospects. In addition, you must consider our prospects in light of the risks and uncertainties encountered by companies in an early stage of development in new and rapidly evolving markets.

WE HAVE A HISTORY OF LOSSES

We have incurred losses in our business operation since inception. Achievement Tec, Inc. incurred losses of \$23,719 on revenues of \$1,148,814 in 1998. In 1999, Achievement Tec, Inc. began development of the Internet based assessment solutions it now markets and lost \$34,884 on revenues of \$1,109,899. In 2000, on a proforma basis with acquisitions effective January 1, 2001, revenues were \$3,830,083. The operating profit for the year, on a proforma basis and excluding charges of \$383,024 related to product development and \$51,436 related to merger costs, was approximately \$247,000.

Consequently, we have an operating loss carry-forward. Management is consolidating operations among the subsidiaries and implementing cost cutting measures to improve profitability. However, there may be additional losses incurred in 2001. Management cannot be certain when the company will become profitable. An investor must consider this prospectus relative to the risks and uncertainties encountered by companies in an early stage of development. Failure to achieve and maintain profitability may adversely affect the market price of our common stock.

NEED FOR ADDITIONAL FINANCING

At March 31, 2001 we had cash and cash equivalents of approximately \$34,092 and

a negative working capital of approximately \$1,701,427. Management has implemented cost reduction measures, but the Company may need additional financing in order to continue as a viable entity. We cannot assure you that additional financing will be available when needed on acceptable terms, if at all.

OUR BUSINESS DEPENDS ON A FEW KEY INDIVIDUALS AND MAY BE NEGATIVELY AFFECTED IF WE ARE UNABLE TO KEEP OUR KEY PERSONNEL

Our future success depends in large part on the skills, experience and efforts of our key management personnel. The loss of the continued services of any of these individuals could have a very significant negative effect on our business. In particular, we rely upon the experience of Milton Cotter, our chief executive officer/president. We currently maintain a policy of key man life insurance on Milton Cotter.

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WE MADE CASH COMMITMENTS IN CONNECTION WITH OUR RECENT ACQUISITIONS, WHICH MAY MAKE IT MORE DIFFICULT FOR US TO RAISE PRIVATE CAPITAL

In the event of the completion of a private placement, the Company has contingent cash obligations in connection with the acquisitions of Personnel Profiles, Inc. and L+R Moran, Inc. in the total amount of \$1,450,000, payable immediately at the option of the sellers in the amount of \$125,000 upon completion of a private offering in the amount of \$1,000,000, \$1,200,000 upon completion of a private offering in the amount of \$2,000,000, and \$1,450,000 upon completion of a private offering in the amount of \$4,000,000.

WE NEED TO MAINTAIN A CURRENT PROSPECTUS

We must maintain a current prospectus in order for the selling stockholders to sell the shares of our common stock to which this prospectus relates. In the event that we are unable to maintain a current prospectus due to lack of sufficient financial resources or for other reasons, the selling stockholders may be unable to resell their shares of our common stock in any public market.

PURCHASERS OF OUR COMMON STOCK ARE SUBJECT TO THE FOLLOWING RISKS ASSOCIATED WITH THE EMPLOYMENT SERVICES INDUSTRY

RECESSION/WEAK ECONOMY

During periods of weak economic growth or recession, the demand for employment services shrinks as companies suspend hiring and eliminate jobs. As the demand for employees to fill jobs slows, the demand for screening services to assist in selecting the candidates to fill those jobs slows as well. Additionally, the current economic conditions have resulted in higher unemployment and less demand for the services we provide to our target markets. As demands for the services we provide decreases, our revenues may be negatively impacted.

TIGHT LABOR MARKET

During periods of extreme economic growth, there are generally more jobs available than candidates to fill them. This condition is known as a tight labor market. A tight labor market can adversely affect the demand for employment services. With fewer candidates available to hire, companies generally will not commit resources to screen out the few candidates they are able to attract. This may have a negative impact on our revenues.

PRODUCTIVITY INCREASES/DOWNSIZING

As technological advances continue to increase, the productivity of employees increases. With each individual employee working at peak efficiency, fewer employees are needed. Unless economic growth provides additional demand for a larger work force, companies will continue to downsize. Downsizing reduces the demand for employment services, and thus has a potential negative impact on our revenues.

CHANGES IN GOVERNMENT REGULATIONS

Currently, there are numerous federal and state laws and regulations governing the employment practices of companies and the means by which employers may utilize outside services to meet their employment needs. These regulations directly impact our ability to provide the services and to generate revenues. Any material change to these laws and regulations may adversely impact one or more of the services we currently provide.

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PURCHASERS OF OUR COMMON STOCK ARE SUBJECT TO THE
FOLLOWING RISKS ASSOCIATED WITH OUR COMMON STOCK

WE MAY NEED TO ISSUE ADDITIONAL SHARES OF OUR COMMON STOCK IN THE FUTURE TO
OBTAIN NECESSARY CAPITAL

In order to raise necessary capital in the future, we may issue additional shares of our common stock to the general public. Should we issue any additional shares, no investor will have any preemptive right to acquire additional shares of our common stock or any other securities of Achievement Tec. Therefore, as a result of the issuance of additional shares, each investor's ownership interest in Achievement Tec would be proportionally reduced.

OUR BOARD OF DIRECTORS CAN ISSUE PREFERRED STOCK WITHOUT STOCKHOLDER CONSENT AND DILUTE OR OTHERWISE SIGNIFICANTLY AFFECT THE RIGHTS OF EXISTING STOCKHOLDERS

Our certificate of incorporation provides that preferred stock may be issued from time to time in one or more series. Our board of directors is authorized to determine the rights, preferences, privileges and restrictions granted to and imposed upon any unissued series of preferred stock and the designation of any such shares, without any vote or action by our stockholders. The board of directors may authorize and issue preferred stock with voting power or other rights that could adversely affect the voting power or other rights of the holders of common stock. In addition, the issuance of preferred stock could have the effect of delaying, deferring or preventing a change in control, because the terms of preferred stock that might be issued could potentially prohibit the consummation of any merger, reorganization, sale of substantially all of our assets, liquidation or other extraordinary corporate transaction without the approval of the holders of the outstanding shares of the preferred stock.

YOU MAY NOT BE ABLE TO SELL YOUR STOCK, OR MAY BE FORCED TO SELL AT REDUCED PRICES, BECAUSE THE MARKET FOR OUR COMMON STOCK IS VERY VOLATILE

Our common stock is presently quoted on the OTC bulletin board. The market price of the shares of our common stock is likely to be highly volatile and may be significantly affected by factors such as fluctuations in our operating results, announcements of technological innovations or new products and/or services by us or our competitors, governmental regulatory action, developments with respect to patents or proprietary rights and general market conditions.

YOU MAY NOT BE ABLE TO SELL YOUR SHARES BECAUSE OF THE PENNY-STOCK RULES

The Securities Enforcement and Penny Stock Reform Act of 1990 requires additional disclosure relating to the market for penny stocks in connection with trades in any stock defined as a penny stock. The Commission has adopted regulations that generally define a penny stock to be any equity security that has a market price of less than \$5.00 per share, subject to a few exceptions. Such exceptions include any equity security listed on NASDAQ and any equity security issued by an issuer that has

--net tangible assets of at least \$2,000,000, if such issuer has been in continuous operation for three years.

--net tangible assets of at least \$5,000,000, if such issuer has been in continuous operation for less than three years, or

--average annual revenue of at least \$6,000,000, if such issuer has been in continuous operation for less than three years.

Unless an exception is available, the regulations require the delivery, prior to any transaction involving a penny stock, of a disclosure schedule explaining the penny stock market and the risks associated therewith.

HOLDERS OF, AND INVESTORS IN, OUR COMMON STOCK MAY EXPERIENCE SUBSTANTIAL DILUTION BECAUSE WE COULD BE OBLIGATED TO ISSUE ADDITIONAL SHARES IN CONNECTION WITH PREVIOUSLY COMPLETED ACQUISITIONS AND OPTION GRANTS.

We are required to issue additional shares of common stock to the previous owners of companies and businesses that we have acquired as of January 2001 as part of the purchase prices of such businesses. The definitive agreements relating to these acquisitions require us to issue shares in installments and, where cash is required to be paid, allow the previous owners to convert the cash to an equivalent number of shares. We have reserved 2,500,000 shares of common stock for issuance in connection with these acquisitions. This could cause holders of our common stock to experience substantial dilution. In addition, we

have reserved 3,000,000 shares for stock options granted and 500,000 shares for employee and board stock options that may be granted in the future, which could cause our stockholders to experience further dilution upon exercise.

INVESTORS SHOULD NOT PURCHASE OUR COMMON STOCK WITH THE EXPECTATION OF RECEIVING CASH DIVIDENDS.

We currently intend to retain any future earnings to fund operations and, as a result, do not expect to pay any cash dividends in the foreseeable future.

FORWARD-LOOKING STATEMENTS

Some of the statements contained in this prospectus and the documents incorporated herein by reference constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. In some cases, you can identify forward-looking statements by terms such as "may," "will," "should," "expect," "plan," "anticipate," "believe," "estimate," "predict," "potential," or "continue," or the negative of these terms or other comparable terminology. The forward-looking statements contained or incorporated by reference in this prospectus involve known and unknown risks, uncertainties and other factors that may cause our or our industry's actual results, level of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by these statements. These factors include those listed under "Risk Factors" and elsewhere in this prospectus and the documents incorporated herein by reference.

Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. You should not place undue reliance on these forward-looking statements.

USE OF PROCEEDS

All shares of common stock being offered hereby will be sold by the selling stockholders for their own account. We will not receive any proceeds from such sales.

PRICE RANGE OF COMMON STOCK AND DIVIDEND POLICY

As of the date of this prospectus, our common stock is quoted on the OTC bulletin board under the symbol "ACHT.OB" The common stock commenced trading on the Bulletin Board on November 29, 2000.

The market price of our common stock may be subject to significant fluctuations in response to numerous factors, including: variations in our annual or quarterly financial results or those of our competitors; conditions in the economy in general or in the software and other technology industries; announcements of key developments by competitors; loss of key personnel; unfavorable publicity affecting our industry or us; adverse legal events affecting us; and sales of our common stock by existing stockholders.

The following table sets forth the range of the high and low bid information for Achievement Tec's common stock for each quarterly periods shown.

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Fiscal Period	High	Low
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<S>	<C>	<C>
1999		
First Quarter	NA	NA
Second Quarter	NA	NA
Third Quarter	NA	NA
Fourth Quarter	NA	NA
2000		
First Quarter	NA	NA
Second Quarter	NA	NA
Third Quarter	NA	NA
Fourth Quarter	\$3.50	\$2.50
2001		
First Quarter	\$3.50	\$2.00
Second Quarter	\$3.50	\$1.05

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The OTC bulletin board quotations represent inter-dealer prices, without retail mark-ups, mark-downs, or commissions. The quotations may not represent actual transactions. The closing price of Achievement Tec's common stock on

_____, 2001 was \$_____.

From time to time, the stock market experiences significant price and volume fluctuations, which may affect the market price of our common stock for reasons unrelated to our performance. Recently, such volatility has particularly impacted the stock prices of publicly traded technology companies. In the past, securities class action litigation has been initiated against companies following periods of volatility in the market price of the companies' securities. If similar litigation were instituted against us, it could result in substantial costs and a diversion of our management's attention and resources, which could have an adverse effect on our business.

As of August 1, 2001, 9,753,373 shares of common stock and no shares of preferred stock were issued and outstanding. In addition to the issued and outstanding shares, on such date 3,000,000 shares were reserved for stock options granted, 500,000 shares were reserved for employee and board stock options that may be granted in the future, 2,500,000 shares were reserved for issuance in connection with three acquisitions that had been consummated as of January 1, 2001, and 5,045,232 shares were reserved for issuance upon the conversion of Achievement Tec's 10% Secured Convertible Debentures.

We have not paid or declared any dividends with respect to our common stock, nor do we anticipate paying any cash dividends or other distributions on our common stock in the foreseeable future. Any future dividends will be declared at the discretion of our board of directors and will depend, among other things, on our earnings, if any, our financial requirements for future operations and growth, and such other facts as we may deem appropriate.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

GENERAL

The following information should be read in conjunction with the consolidated financial statements and notes thereto appearing elsewhere in this Prospectus.

In as much as Achievement Tec Holdings, Inc. was a development stage company with no operations or revenue from 1984 through November 14, 2000, all discussions of financial condition and operations will concern those of Achievement Tec, Inc. with which Achievement Tec Holdings, Inc., formerly known as Silver Ramona Mining, Inc., completed a reverse merger on November 14, 2000.

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RESULTS OF OPERATIONS

THREE MONTHS ENDED MARCH 31, 2001

The first quarter of 2001 saw the Company complete the acquisitions of Career Direction, Inc., which operates as the job fair operation of the Company, and Personnel Profiles, Inc., which operates as the wholesale independent consultant operation of the Company. Additionally the Company purchased substantially all of the assets of L&R Moran, Inc, which operates the background check operation of the Company. The financial results of the first quarter reflect the consolidated operations of the Company and the three acquisitions.

Once the acquisitions were completed, management decided against immediate cost reductions which could have made the Company profitable in the first quarter. Such a decision would have necessitated not consolidating the accounting of the four operations. Management felt that immediate consolidation was more prudent in the near term and decided to expand the services of the four operations rather than focus on cutting costs. Investments were made to develop and introduce a recruiting and placement operation, additional marketing support in the Company's home market, Dallas, deployment of a web-based background check service, and expansion of the Company's job fair operation into West-Coast markets. Management recognized that these investments would negatively impact earnings during the first quarter, especially when incurred in conjunction with an economic downturn. Nevertheless, management believed the investments were necessary to better position the company to grow revenues and reach earnings goals by the third and fourth quarters of 2001.

The operations of the Company show declining revenues in the first quarter of 2001 relative to the period in the prior year. The slowing economy had a dramatic impact on the first quarter financial results. Going into the first quarter, management felt that the slowing economy would result in a loosening of the labor market. A labor market experiencing a greater supply of workers benefits the company in that employers are more willing to commit resources to applicant screening systems when the labor pool is large enough to justify the expenditure. However, the economy slowed at such a dramatic pace that many

employers began to layoff workers and the demand for applicant screening systems declined rapidly. Thus, revenues for the first quarter were sharply lower relative to the same quarter in fiscal year 2000, and below company expectations. Management does believe however, that its assessment of the labor market going into the first quarter will ultimately be correct. Management believes a point of balance will be reached in the labor market whereby labor supply and demand will equalize and the need for applicant screening systems will increase. Management believes that this point of balance will begin to be realized somewhat in the second quarter, with a stronger economy and higher labor demand becoming much more evident in the third and fourth quarters of 2001.

In addition to the declining revenues, the company's expenditures were considerably higher in the first quarter of 2001. The lower revenue and increased costs resulted in a net loss in the first quarter of \$195,743, including \$69,473 in depreciation and amortization largely associated with the acquisitions. Increased expenditures in the first quarter were largely due to increased labor costs. The Company increased its number of employees to support its growth plan in the career fairs segment of its business. Additional employees were added in the technical support areas to assist the company in the effort to coordinate the needs of the company and its three acquisitions in terms of computer networking and software integration. Further staff was added to provide the support needed in the administrative functions of the company, to start-up the Company's recruiting and placement and background check operations, and to additional marketing support.

While the labor costs are a recurring expenditure, there were several expenses incurred in the first quarter which were non-recurring or will have a less significant impact on earnings in the future. The Company incurred \$48,118 in professional fees in the first quarter related to the finalization of the merger with Achievement Tec, Inc. and audit fees for the review of the financial condition of Personnel Profiles, Inc., L & R Moran, Inc. and Career Direction, Inc. which were acquired by the company effective January 1, 2001. It is anticipated that these acquisitions will be merged into Achievement Tec, Inc. during fiscal year 2001 eliminating the need for ongoing audits of the acquisitions as independent entities. Thus the

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costs for the audits of the acquisitions as independent operations are non-recurring as are the costs associated with the finalization of the merger. However, management is considering other acquisitions, which, if completed, would likely require similar expenditures for professional fees.

In the first quarter, the job fair operation began a market introduction into the West Coast markets of the job fairs produced by the company. Management estimates that approximately \$ 43,100 was spent in introducing the company and the services it offers into these new markets. This figure includes expenses for advertising the career fairs, expenses for the hotel suites and labor needed to produce the fairs. As an introductory operation, the west coast job fairs lost money. However, management believes that they can reach a break-even point in the second quarter and profitability by the third quarter of 2001.

Administrative costs associated with integrating the accounting functions of Achievement Tec, Inc. with Career Direction, Inc., L & R Moran, Inc. and Personnel Profiles, Inc. amounted to approximately \$32,000. These costs include the staff, software and hardware need to fully centralize and integrate the accounting functions of four operations. While these costs are largely recurring, certain efficiencies will be realized reducing their impact in the future.

Other costs associated with expanding or starting new operations include \$35,000 associated with the introduction of the recruiting and placement operation of the company. This figure represents the costs associated with two recruiters hired. This operation began operations in April 2001 and is expected to break even in the second quarter.

Other new operations begun in the first quarter include an operation to recruit independent consultants to represent the applicant screening products offered by the company. The costs to start up this operation were approximately \$ 8,500. Another new area of operation which began in the first quarter is the background screening operation. Expenditures in the first quarter to start this operation totaled \$27,000.

Approximately 60% of these expenditures are recurring, but the increased revenues generated by these operations will lessen their impact on future earnings. Approximately \$12,500 was expensed in the first quarter relative to the hiring and training of a sales representative to market applicant screening services to companies in the Dallas market.

An additional expense in the first quarter which will be non-recurring amounted to \$18,000 in ancillary advertising costs incurred in the production of career fairs. In the first quarter, management made the decision to place all advertising necessary to produce career fairs directly rather than using an advertising agency. It is anticipated that this decision will result in a 15% discount in advertising costs related to career fairs.

In the first quarter, management believes the Company incurred a total of \$223,118 in expenses which were non-recurring or allocated to starting new operations. Excluding these charges, the Company had a profit in the first quarter of \$27,375.

INDIVIDUAL OPERATIONS

JOB FAIR OPERATION. The revenues for the Company's job fairs conducted by the Career Direction operation were 24% higher in the first quarter of 2001 relative to the same period one year ago. This increase is largely due to new market introductions, increases in the client database and a greater focus on sales goals. Advertising expenses for this operation declined in the first quarter by 8.6% relative to the same period in 2000. The company had contracted with an advertising agency for the placement of ads in the markets in which it produced career fairs. In the first quarter, management instituted a program whereby the company would place advertising directly, eliminating the fees associated with the advertising agency. Management estimates that advertising expenses will be reduced by approximately 15% as a result.

Other expenses for this operation increased an average of 2.2% in the first quarter as compared to the first quarter 2000. Labor costs were substantially higher in the first quarter of 2001 verses the same

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period a year earlier. The increase was largely due to an increase in the number of employees needed to service career fairs which were being introduced into new markets as well as an increase in the total number of fairs being produced.

Discounts were offered to employers who subscribed to multiple job fairs. While discounts are effective in enticing clients to subscribe to multiple fairs, management believes that lowering the discount will not adversely affect career fair subscriptions while increasing revenues. Looking forward, management believes that continued cost control measures will allow this operation to significantly impact the company's consolidated results. Additional acquisitions are also being considered to increase revenues for the job fair operations.

BACKGROUND CHECK OPERATION. Revenues for the Company's background checking operations were 23% lower in the first quarter of this year relative to the same period in 2000. This decrease is due predominately to the economic downturn. Many of the operation's clients reported that they were trying to control their financial results through cost control. Thus hiring had ceased and demand for the operation's applicant screening systems decreased. The depth of the economic downturn was particularly noticeable in the background check and drug screening operations. Most companies invest in these services regardless of economic trends, but demand for these services has been soft as well.

Like the job fair operation, the background check operation's increased staff placed a large burden on the operation's revenues. Preparations for new marketing campaigns increased the labor expense in the first quarter over the same period a year earlier. Management estimates that this investment in staff will begin to generate additional revenues by the end of the second quarter.

WHOLESALE INDEPENDENT CONSULTANT OPERATION. Revenues for the first quarter were approximately 20% higher than those of the same period one year ago. Operating income for the quarter was approximately \$ 10,000 verses a \$ 37,000 loss during the first quarter of 2001. The revenue and income growth can be attributed to the operation's ability to focus on delivering applicant screening systems to large corporate clients ad the recruitment of new independent consultants to represent the company's products in other markets. New representatives were recruited in Florida, Oklahoma and Michigan.

Second quarter revenues for the operation look strong. A contract is pending with a new operation of a large manufacturer in the automobile industry, and new business with two new large corporate prospects looks very promising. The operation plans to continue to emphasize independent consultant recruiting in the second, third and fourth quarters. However, revenues from these new representatives tend to lag the recruiting process by approximately two quarters. Thus, significant increases in revenues from the recruiting effort will not be realized until fiscal year 2002.

DIRECT CLIENT SALES OPERATION. Revenues for Achievement Tec, Inc. were approximately 40% less in the first quarter of 2001 versus the same period one year earlier. As mentioned previously, the economic slowdown is the primary reason for decreased revenues as many of the operation's clients suspended hiring and demand for applicant screening systems diminished. However, some of the operation's clients were transferred to the Background Check operation to better integrate administrative functions and provide better service for the clients. This transfer represents approximately 9% of the 40% decline in revenues for the period. Additionally, as the primary source of administrative functions for the company, many of the operation's resources were focused on developing and implementing a long-term growth plan for the company, including the acquisition and integration of the job fair operation, the wholesale independent consultant operation and the background check operation. The Direct Client Sales operation's clients have indicated that their need for the applicant screening systems offered by the operation will likely increase as the fiscal year progresses. Based upon this information, management believes that the revenues for the operation will increase in the second quarter. Nevertheless, as the principal administrative function of the company, Achievement Tec, Inc. will continue to have expenses that exceed revenues. The operation incurred an increase in labor costs of approximately 10% in the first quarter of 2001 versus the same period in 2000. This increase is the result of staff needed for the integration of the accounting and administrative functions of Achievement Tec, Inc. and the company's three acquisitions. As discussed previously, professional fees have represented a large burden for the

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company and Achievement Tec, Inc. has born the vast majority of that burden. Approximately 20% of the operation's revenues were allocated to professional fees in the first quarter. A plan has been implemented whereby the other operations of the company will contribute a percentage of their revenues to supplement those needed to cover the administrative burden incurred by Achievement Tec, Inc.

FISCAL 1999-2000

The operations of Achievement Tec, Inc. showed nominal revenue growth in fiscal year 2000 over fiscal year 1999. Management of Achievement Tec, Inc. was focused on completing certain product development projects which would position the company to better implement its marketing plans for fiscal year 2001. Specifically, Achievement Tec, Inc. completed development work related to the following websites:

www.virtualhrcenter.com
www.virtualhrcenter.com/wf
www.careerdirection.com
www.mycareerdirection.com

The development of these websites and the associated software necessary for their operation required significant investments in labor and capital resources. The capital funding for these investments was provided through the sale of preferred stock in Achievement Tec, Inc. in fiscal years 1999 and 2000, but prior to the merger with Achievement Tec Holdings, Inc. The revenues generated by Achievement Tec, Inc.'s operations were derived from providing its existing assessment technology to current clients. No significant marketing efforts were undertaken during fiscal years 1999 and 2000 while Achievement Tec, Inc. completed its product development work. Cash flow from operations and the sale of preferred stock provided the cash needed to fund operations and the product development.

Expenditures in fiscal year 2000 were dramatically higher than in fiscal year 1999, largely due to increased labor costs. Achievement Tec, Inc. increased its number of employees to assist in the completion of the product development work and to establish the plans to market to the Workforce Development and Worker Education systems in New York City. These increases are reflected in the 38% increase in salary and employee benefit costs. Other significant increases in expenditures in fiscal year 2000 as compared to fiscal year 1999 are reflected in the Travel and Rent expense items of the income statement. Significant costs were incurred for travel to New York City for the purposes of completing the merger between Achievement Tec, Inc. and the Company, as well as establishing the agreements with the Consortium for Worker Education in New York City. Additionally, with significant investment in New York City necessary both in terms of capital acquisition and marketing, management deemed it prudent to lease office space in New York City. Thus, rent expenditures increased 31% in fiscal year 2000 over fiscal year 1999.

The 62% increase in general and administrative expenses largely reflects increases in overhead and ancillary items related to the increase in the number of employees, and a greater delineation of costs which heretofore had been

classified as product costs.

In fiscal year 2000, management emphasized product development goals. Thus revenue growth was nominal while expenditures increased. The resulting net loss for the year is largely attributable to management's decision to utilize investment capital to fund product development. Before a charge against earnings for product development amounting to \$383,024 for fiscal year 2000, income before income taxes was \$136,777.

LIQUIDITY AND CAPITAL RESOURCES

The Statement of Cash Flows for the two fiscal years ending December 31, 1999 and 2000 reflect that Achievement Tec, Inc. obtained sufficient financing and investment capital to meet its cash needs. Achievement Tec, Inc. anticipates that, through a combination of capital investment and limited debt financing, it will be able to meet all of its cash requirements through December 31, 2001.

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Achievement Tec, Inc.'s accounts receivable balance at December 31, 2000 was substantially higher than at December 31, 1999. The increase is primarily attributable to a \$60,000 commitment from the Consortium for Worker Education for New York City as well as other clients utilizing Achievement Tec, Inc.'s existing services. While the receivable due from the Consortium for Worker Education does represent a significant percentage of the total receivables due, it is management's belief that none of the accounts receivable represent a collection risk. Nevertheless, a reserve for doubtful accounts has been established in the amount of \$17,500.

Other assets on the balance sheet at the end of fiscal year 2000 which changed materially from the end of fiscal year 1999 include debt issue costs and intangible assets. The debt issue costs of \$28,544 are associated with commissions paid against the investment capital received by Achievement Tec, Inc. prior to the merger with the Company. The intangible asset of \$16,501 represents a copyright acquired by Achievement Tec, Inc. prior to the merger. Achievement Tec, Inc. has a licensing agreement with the holder of the copyright whereby royalties were paid by Achievement Tec, Inc. for use of the copyrighted material in its websites. The potential royalty stream to the copyright holder was indefinite. Achievement Tec, Inc. acquired the copyright to eliminate the effects of the royalty stream on future expenses and cash flow.

The Current Notes Payable increase is primarily attributable to a \$100,000 debenture issued by Achievement Tec, Inc. prior to the merger with the Company. This debenture is convertible to the common stock of the Company.

The change in Stockholders Equity at December 31, 2000 relative to December 31, 1999 reflects the results of the merger of Achievement Tec, Inc. and the Company. In connection with this merger, the stockholders of Achievement Tec, Inc. received 7,014,448 shares of the Company's common stock.

In the event of the completion of a private placement, the Company has contingent cash obligations in connection with the acquisitions of Career Direction, Inc., Personnel Profiles, Inc., and L+R Moran, Inc. in the total amount of \$2,500,000, payable immediately at the option of the sellers in the amount of \$125,000 upon completion of a private offering in the amount of \$1,000,000, \$1,450,000 upon completion of a private offering in the amount of \$2,000,000, and \$1,700,000 upon completion of a private offering in the amount of \$4,000,000.

ISSUANCE OF OUR 10% SECURED CONVERTIBLE DEBENTURES

As of June 29, 2001, we issued to the Selling Stockholders an aggregate principal amount of \$1,192,949.09 of 10% Secured Convertible Debentures, due twenty-four months from issuance (the "Debentures"). The Debentures are convertible into shares of Achievement Tec's common stock (as described under the heading "DESCRIPTION OF SECURITIES--DEBENTURES"), and this Prospectus relates to the sale of the shares of our common stock issuable upon the conversion of the Debentures. Interest on the Debentures is payable upon conversion of the Debentures, and is payable at our option in shares of common stock (calculated at the conversion rate) or cash. As consideration for the purchase of the Debentures, the Selling Stockholders (i) paid \$250,000; (ii) exchanged convertible debentures of Achievement Tec in the aggregate principal amount of \$105,019.18; and (iii) exchanged 586,375 shares of common stock. In addition, the Selling Stockholders agreed to purchase an additional \$250,000 of Debentures, to be paid on the second trading day after the effective date of a registration statement filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), covering all shares of common stock into which the Debentures are convertible. The Debentures are secured by a Security Agreement pursuant to which Achievement Tec and its

subsidiaries granted to the Selling Stockholders a second priority security interest in their assets, and an Intellectual Property Security Agreement pursuant to which Achievement Tec and its subsidiaries granted to the Selling Stockholders a second priority security interest in their intellectual property assets.

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LOOKING FORWARD

Even though the general economic conditions reflect a slowing economy, a slower economy actually benefits Achievement Tec. The tight labor market of the last several years has adversely affected Achievement Tec. With fewer candidates to select from for job openings, assessment revenues declined. Now that the economy is slowing, the labor market should loosen providing greater applicant flow and, subsequently, greater revenues from assessments, background checks and drug screens. In addition, there will be more candidates attending career fairs and more candidates available for job placements. Further, with Achievement Tec's entry into testing people for direction to jobs in New York City and Tarrant County, Texas, this additional revenue will increase when companies are downsizing or the job market is soft, since Achievement Tec, Inc. is paid for each person that is tested in any particular market and for counselors' use in helping them find another job. This system, which is being developed and enlarged by Achievement Tec, is anticipated to have other applications in cities of all sizes across America. It could well become a total revenue producer all of its own and can be initially viewed at www.nycjobs.org. In addition, the system as it is used by Tarrant County, Texas, can be viewed at www.virtualhrcenter.com/wf. These different operating systems are being integrated into one system to be operative in all cities as www.nycjobs.org, with this model created to be sold to other cities across America to utilize, as well.

BUSINESS

OVERVIEW

ACHIEVEMENT TEC'S OBJECTIVE

To become the premier provider of web-based and in-person (through its job fairs) EMPLOYMENT APPLICANT ATTRACTION AND APPLICANT SCREENING SOLUTIONS to employers across the U.S., Canada and Workforce offices in major U. S. cities.

TECHNOLOGY DEVELOPMENT MAKES ACHIEVEMENT TEC UNIQUE

During the past decade, enormous growth has occurred in the number of computers in use around the world, as well as the number of Internet users. With increased computers in use around the world, the number of Internet Users Per Capita also increases. Growth in the number of both business and individual PC users, as well as Internet usage, means Achievement Tec's applicant attraction and screening products and services available through the web will and are becoming constantly more in demand by employers.

Consequently, Achievement Tec's services via the web for employers in their applicant attraction and screening process and individuals in their quest for career direction and personal development plans are facilitated through PC and internet usage growth by both employers and individuals.

HISTORY

Achievement Tec Holdings, Inc. (the "Company"), formerly known as Silver Ramona Mining, Inc., was organized on May 25, 1967 under the laws of the State of Idaho, having the stated purpose of engaging in the mining business and activities related to the conduct of such a business. The Company was formed with the contemplated purpose of engaging in investment and business development related to mineral research and exploration. All of these activities ceased prior to 1984.

On February 28, 2000 the stockholders voted to relocate the domicile of incorporation of the Company from the State of Idaho to the State of Delaware, to effect a reverse stock split of the Company's issued and outstanding common stock on a one (1) share for 3.815968 shares basis and to amend the Company's Certificate of Incorporation and change the authorized capitalization to 50,000,000 shares of common stock and 10,000,000 shares of preferred stock.

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As of May 9, 2000, the Company, its wholly-owned subsidiary, Achievement Tec

Acquisition Corporation, a Delaware corporation ("Acquisition"), and Achievement Tec, Inc., a Texas corporation, entered into an Agreement and Plan of Merger, subsequently amended by a certain Addendum to Agreement and Plan of Merger, dated as of July 1, 2000, among the Company, Acquisition and Achievement Tec, Inc. (as amended, the "Merger Agreement"). Pursuant to the Merger Agreement, effective November 14, 2000, Acquisition merged with and into Achievement Tec, Inc. pursuant to the law of the States of Delaware and Texas, with Achievement Tec, Inc. being the surviving corporation (the "Merger"). Pursuant to the Merger Agreement, the pre-Merger holders of capital stock of Achievement Tec, Inc. received an aggregate of 7,014,448 shares of common stock of the Company, representing 70% of the outstanding common stock of the Company immediately following such issuance.

Effective July 5, 2001, we changed our name from Silver Ramona Mining, Inc. to Achievement Tec Holdings, Inc.

Achievement Tec's Internet address is www.achievementtec.com. Information contained in our Internet site does not constitute part of this prospectus. Our address is 2100 N. Highway 360, Suite 400B Grand Prairie, TX 75050, telephone number 972-641-5494, facsimile number 972-641-5647, and e-mail mcotter@achievementtec.com.

ACHIEVEMENT TEC TODAY

The Company completed three acquisitions as of January 1, 2001. On a proforma basis for 2001, the combined operations of Personnel Profiles, Inc., Career Direction, Inc., L&R Moran, Inc., and Achievement Tec, Inc., resulted in revenues of approximately \$3.8 million in 2000. Operating profit was approx. \$247,000.00 before one time charges of \$383,024.00 for product development and \$51,436.00 for merger related legal and accounting costs.

First quarter 2001 sales were approx. \$1 million with non-recurring expenses due to starting new segments of the company in the placement and background verification business of \$223,118.00. Excluding these costs, the Company had a profit in the first quarter of \$27,375.00.

Achievement Tec operates two divisions:

I. THE JOB FAIR DIVISION

Achievement Tec's Career Direction Division (www.careerdirection.com) operates job fairs encompassing twelve management positions in the multi-unit restaurant industry. The company conducts 4-5 job fairs in cities across the nation weekly at an average price per employer of \$1,325 to attend the two-day job fair and interview candidates who come looking for jobs as a result of the company's local newspaper ads to promote the job fair.

Current Career Direction job fair employer clients include Red Lobster, TGI Friday's, Wendy's International, Aramark, Bennigan's, Boston Market, Dave and Busters, Jason's Deli, Luby's Cafeterias, Steak and Ale, Tricon Global Restaurants, On the Border, Whataburger, and others.

Currently, Achievement Tec conducts approx. 65% of the job fairs in this market with \$1.2 million in 2000 sales. The Company is currently working to expand its current restaurant job fairs to include job fairs for the hospitality industry, which will then include hotel and motel employers, as well as to broaden its market potential and number of employers who are sold "tickets" to attend and interview candidates, thus raising revenues for existing job fairs.

II. THE EMPLOYER APPLICANT SCREENING DIVISION

This division of Achievement Tec's business (operated through www.virtualhrcenter.com) on a 2000 proforma basis contributed \$2.6 million to sales. This business entails:

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- Taking and screening applications online
- Employee selection assessments
- Online learning assessments
- Sale of professional development books

This segment of the business is projected to provide applicant screening in a fee-for-use basis and feed off the job fair business providing applicants to employers.

Current applicant screening clients include Aon, Toyota, Time Warner

Cable, McGraw-Hill, Marconi, Cendant Corporation, Alliant Food Service, Ashland Chemical, Avis, Brinks Home Security, Welcome Wagon, CitiTravel, Haverly's, ACE-America's Cash Express, American Bank, American Fidelity Life, IKON, Cameron Ashley, Darr Equipment, Dresser Industries, Gemological Institute of America, Gold Kist, InfoCision, L. D. Brinkman, University of Phoenix and others.

The Company intends to acquire other job fair companies and testing companies in the future as they become available and are complimentary to Achievement Tec's core business.

Achievement Tec operates www.virtualhrcenter.com/wf for Tarrant County, Texas, and www.nycjobs.org for greater New York City. Achievement Tec is working with New York City to expand usage of this site to include accountability of counselors and locations within the city. This site provides the Internet system which provides job matching of people looking for jobs to employers with job openings in the area. It is Achievement Tec's objective to sell that particular system to other major cities across America.

E-commerce site, www.mycareerdirection.com, was built to provide career direction to high school, trade school or college students, or adults looking for a new career or re-entering the workforce. This site will become populated with people looking for jobs, whether part time or full time, across America. Individuals whose data resides in this site will have filled out a job application form, been tested and, if appropriate, attached their resumes to their individual data. Information is cataloged to become the resource for placement of people on a proactive, fee-paid basis with employers. Revenue will come from the sale of that data for placement of the students into schools, jobs, etc., whether full time or part time.

OBJECTIVES

The Company's objective is to be the #1 provider of employment solutions for employers by first attracting a larger quantify of qualified candidates for employers to interview and then, to provide the employer with quick, economical online background verification services and mental/behavioral testing to ensure job fit.

The Company is different than job boards in that applicant's resumes are screened to ensure that the people they refer to companies are still looking for a job, are looking in the employer's respective area and that the individual has the basic qualities the employer is looking for. This, in turn, ensures that employers are not buried in the quantity of resumes they receive, as they are with the majority of job boards.

The Company's approach is to conduct job fairs, as it does now for the multi-unit restaurant industry. In this marketplace, the Company promotes job fairs by advance advertising in local newspapers, then selling "tickets" to participating employers such as Bennigans, Harrigans, etc. Employers pay an average of \$1,325 per ticket to come to a two-day job fair and have a suite in a hotel where applicants can come, resumes in hand, and interview with the participating employers they choose.

It is the Company's objective to expand its job fair company into outside sales, inside sales and customer service through acquisition of the two job fair companies in this space.

After identification of likely potential candidates, the Company's next round of services on a pay-per-usage basis come into play, i.e., background verification, drug testing and soft skills testing. The Company's unique soft skills testing results in a candidate's aptitudes and behaviors being compared to

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the aptitudes and behaviors (benchmarks) of successful people in similar jobs within a specific company or industry.

Traditionally, existing testing companies are small and range in sales volume from only \$1 to 2 million to the largest in the job testing business with a volume of \$12 million per year. These companies have devoted their efforts toward selling testing and servicing clients without investing in developing computer software and/or Internet technology to provide the testing, scoring, report delivery, etc., as the Company has.

The Company's acquisition of these testing companies will result in their modernization and the reduction in the number of people that are required in the facilities.

In summary, the Company's objective is to acquire both additional job fair and

testing companies. Thus, money raised in an equity for capital placement or through private placements will be primarily used for new company acquisitions, fueling the Company's marketing program to extend the sale of its products and services to companies across America and ultimately, in the long run, into Canada, South American companies (with its Spanish versions), the blind through its new Braille version and ultimately, around the world with its voiced versions.

The Company's agenda is to target business client needs and it has spent a great deal of money buying and developing copyrights and technology to run through the web to meet those needs. Now that all copyright acquisitions and product development is completed, the Company plans to continue to do what it is doing and do it well and profitably, and to expand those products and services it is delivering to its targeted market segments.

The Company has an excellent management team with the combined years of experience and knowledge of technology necessary to move the company forward. The Company plans to implement its national marketing plan by placing a salesperson in each of the major metropolitan markets across America, focusing on large companies within that respective marketplace, as well as the municipal potential.

COMPETITION

Although there are four major competitive groups of assessment firms in the U.S. today offering conventional paper-based processes, currently, there is no Internet competition for the Company's E-Commerce product line. Other assessment firms sell assessment services only.

Buying patterns differ based on the nature of the business or consumer buying of the HR-related products or services and their specific needs. Smaller companies tend to buy based more on cost and personal service. Since many of these companies do not have formal HR departments, they tend to rely more on the assessment company to provide them detailed insight into an individual's probability of job success.

Larger companies, on the other and, are not as cost conscious, but do expect quantity discounts for large quantity purchases, as well as customization of the assessment results to their specific business. There are, therefore, more factors involved in meeting and beating the competition.

Individuals seeking job and career information tend to buy based on convenience and cost. If an assessment company is advertising on reputable web sites and job boards, this lends credibility and trust to the consumer.

At the present time, the following are the major competitors in the assessment industry: (Note: There are none in the Human Resources via E-Commerce area.

1. Caliper - provides individual assessments (like the Company's Achiever) at a fee of \$225.00 each, but is not computer or Internet oriented.

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Caliper's strength lies in its reputation in the industry and name recognition. Its assessment fees are higher than those of the Company's, however, and it has yet to become Internet accessible.

2. Batrus Hollweg, - Leading producer of testing for selection of applicants to the multi-unit restaurant industry.
3. Personnel Decisions, Inc., Minneapolis - over \$100 million annually in sales, 90% of which is due to Federal government and test derivation for the government, including military agencies. Less than 10% of their business is related to executive assessments at \$2,500.00 each.

While Personnel Decisions, Inc., has a solid reputation in the assessment industry, its major experience centers on government agencies. For business, the fees it charges for assessments is significantly higher than those of the Company's, with less extensively reported information given back to the company

4. PDI, Performax and Wonderlic - offer limited assessments via pencil and paper that are not computer oriented or Internet oriented.

These assessment products, while coming from reputable, recognized industry members, do not have the strength, the complexity and the amount of quality information provided by the Company's assessments.

5. Stanton, London House, Reid, Orion and other direct admissions honesty

tests - pencil and paper tests - people admit whether or not they have stolen, sold drugs, etc. As honesty and direct admissions tests go, all of these assessment firms have good reputations in the industry. However, utilized alone, it is estimated that direct-admissions tests are no more than 50% reliable.

When considering companies that are possible acquisitions, the Company first critiques the company to ensure it has complimentary abilities in the applicant attraction and/or applicant screening arena.

These companies do not have the technology the Company has to be able to deliver products and services through the web, nor do they sell background checking, drug testing, etc. Consequently, it is estimated by the Company that we have a better marketplace, since we focus on every employer across America who is hiring, training or managing people.

EMPLOYEES

As of August 1, 2001, the total number of the Company's employees was 36, of which 34 were full-time employees.

FACILITIES

The Company's principal executive offices are located at 2100 N. Highway 360, Suite 400B Grand Prairie, TX 75050, and its telephone number is 972-641-5494. These offices also serve as the Company's technical development and service center

In addition, the Company currently has four other locations, as follows, all of which are leased:

New York City - Corporate office
315 East 73rd #9
New York, NY 10021

Highland Village, Texas - Runs job fairs in the multi-unit restaurant industry nationwide
2300 Highway Village Rd. Suite 710
Highland Village, TX 75077

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Dallas, Texas - Runs background checking and drug testing services nationwide
4220 Proton Road, Suite 170
Dallas, TX 75244

Cincinnati, Ohio - Develops, manages and supports Strategic Partnerships in the sale of the Company's products and services.
50 East River Center, Suite 1420
Covington, KY 41022

LITIGATION

The Company is not a party to any material pending legal proceedings and no such action by, or to the best of its knowledge, against the Company has been threatened.

MANAGEMENT

EXECUTIVE OFFICERS AND DIRECTORS

Sets forth below are the directors and executive officers of Achievement Tec Holdings, Inc. and its subsidiaries, together with their ages as of August 1, 2001.

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Name	Age	Position	Director Since
<S>	<C>	<C>	<C>
Milton Cotter	60	Chairman of the Board, President (Achievement Tec Holdings, Inc. and Achievement Tec, Inc.)	Nov. 2000
Richard Berman	58	Vice Chairman	Nov. 2000
Neil Powell	60	Director	July 2001
Mary Jo Zandy	57	Director	July 2001
Paul Nolan	60	President (Personnel Profiles, Inc.)	
Eric Cotter	37	Director, Vice President of Administration	Nov. 2000

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The members of our board of directors are subject to change from time to time by the vote of the stockholders at special or annual meetings to elect directors. The current board of directors consists of four directors as described below. The number of directors may be fixed from time to time by resolution duly passed by the board of directors. The directors hold office until the next annual meeting of the stockholders and until their successors are duly elected and qualified. Directors who are elected at an annual meeting of stockholders, and directors elected in the interim to fill vacancies and newly created directorships, will hold office for the term for which elected and until their successors are elected and qualified or until their earlier death, resignation or removal. Officers are elected annually by the directors.

We may employ additional management personnel as the board of directors deems necessary. We have not identified or reached an agreement or understanding with any other individuals to serve in such management positions.

A description of the business experience during the past several years for each of our directors and executive officers is set forth below.

Milton Cotter has served as Chairman of the Board of Directors, President, and Chief Executive Officer of Achievement Tec, Inc. since 1997. As of November 14, 2001, Achievement Tec, Inc. became a wholly owned subsidiary of the Company. Prior to 1997, he served as a private consultant to several individual companies, in conjunction with a psychological testing firm in Dallas, using standardized tests available on the marketplace. Milton Cotter is the father of Eric Cotter.

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Richard Berman has over 30 years of experience in private equity, investment banking and business development/operations. In September 1998, Mr. Berman joined Internet Commerce Company (publicly traded on NASDAQ: ICCSA) and is currently a Director of ICC, as well as Chairman of the Board for Knowledge Cube.

Neil Powell has, for the past several years, advised clients on the subject of finance, first in the commercial banking industry and later in the investment banking industry, culminating in the formation of SPP Hambro & Co., Inc., an investment bank specializing in the institutional placement of its clients' corporate securities in the private marketplace. Subsequent to retiring in May 2000 from SPP Capital Partners, Inc., successor firm to SPP Hambro, Mr. Powell has been advising several corporations in the areas of finance, mergers and acquisitions. In addition, starting in May 2000, Mr. Powell began serving as general partner of a private equity firm of Crescent Private Capital, LP.

Mary Jo Zandy is Senior Advisor to Berkery, Noyes & Co., an investment banking firm, a position she has held since January 1994. Ms. Zandy was elected to the Board of Directors effective July 2001.

Paul Nolan has spent over thirteen years developing and operating Personnel Profiles, Inc., a human resources consulting firm in the greater Cincinnati, Ohio area. As of January 1, 2001, Personnel Profiles, Inc. became a wholly owned subsidiary of the Company. Mr. Nolan was elected to the Board of Directors effective July 2001.

Eric Cotter manages the filing of copyrights, integration work with the systems and administrative functions of the Registrant, including financial administration, accounting, bookkeeping, payables, receivables, payroll, taxes, etc. He has served as the Vice President of Administration of Achievement Tec, Inc. since 1985. As of November 14, 2001, Achievement Tec, Inc. became a wholly owned subsidiary of the Company. Eric Cotter is the son of Milton Cotter.

EXECUTIVE COMPENSATION

DIRECTORS. The directors have not received any compensation for serving in such capacity, and we do not currently contemplate compensating our directors in the future for serving in such capacity.

EXECUTIVE OFFICERS. The following summary compensation table shows selected compensation information for services rendered in all capacities for the fiscal year ended December 31, 2000. Other than as set forth below, no executive officer's salary and bonus exceeded \$100,000 in any of the applicable years. The following information includes the dollar value of base salaries and stock bonus awards, whether paid or deferred.

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SUMMARY COMPENSATION TABLE

Name And Principal Position	Year	Salary	Bonus	Other Annual Compensation (\$)
<S>	<C>	<C>	<C>	<C>
Milt Cotter, CEO	2000	\$139,000	--	--
	1999	\$112,600	--	--
	1998	\$104,000	--	--
Eric Cotter, VP Admin.	2000	\$113,000	--	--
	1999	\$92,000	--	--
	1998	\$83,200	--	--
David Fenner, VP Client Rel. Achievement Tec	2000	\$113,000	--	--
	1999	\$92,000	--	--
	1998	\$83,200	--	--
William Stewart, VP Tech. Div. Achievement Tec	2000	\$78,900	--	--
	1999	\$72,450	--	--

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</Table>	1998	\$66,200	--	--
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EMPLOYMENT CONTRACTS

Personnel Profiles, Inc., a subsidiary of the Company, has entered into a three year employment agreement with Paul Nolan, providing for Paul Nolan to serve as President of Personnel Profiles at an annual compensation of \$150,000.

The Company has entered into a three-year management agreement with L.D. Moran, providing for L.D. Moran to serve as manager of the assets acquired from L&R Moran, Inc., for an annual compensation of \$97,500.

CERTAIN TRANSACTIONS

As of May 9, 2000, the Company, its wholly-owned subsidiary, Achievement Tec Acquisition Corporation, a Delaware corporation ("Acquisition"), and Achievement Tec, Inc., a Texas corporation ("Achievement Tec"), entered into an Agreement and Plan of Merger, subsequently amended by a certain Addendum to Agreement and Plan of Merger, dated as of July 1, 2000, among the Company, Acquisition and Achievement Tec (as amended, the "Merger Agreement"). Pursuant to the Merger Agreement, effective November 14, 2000, Acquisition merged with and into Achievement Tec pursuant to the law of the States of Delaware and Texas, with Achievement Tec being the surviving corporation (the "Merger"). Pursuant to the Merger Agreement, the pre-Merger holders of capital stock of Achievement Tec received an aggregate of 7,014,448 shares of common stock of the Company, representing 70% of the outstanding common stock of the Company immediately following such issuance. Such pre-Merger holders included Milton Cotter, who received 3,790,571 shares (which includes shares received by the Cotter 1986 Trust, of which Milton Cotter is trustee), and Eric Cotter, who received 449,965 shares.

As of January 1, 2001, the Company and Joe Loyd and Karen Loyd (the "Career Direction Sellers") entered into a Purchase and Sale Agreement (the "Career Direction Agreement"), whereby the Company agreed to purchase all the outstanding capital stock of Career Direction, Inc., a Texas corporation ("Career Direction") from the Career Direction Sellers. In connection with such transaction, Joe Loyd became a director of the Company. Pursuant to the Career Direction Agreement, the Career Direction Sellers received, in exchange for all the capital stock of Career Direction, (i) 50,000 shares of common stock of the Company, and (ii) an additional 950,000 shares of common stock of the Company, of which 150,000 shares were to be issued at closing, and the remainder were to be issued at the rate of 50,000 shares per quarter for 16 quarters. The 50,000 share installment due March 31, 2001 has been issued, such that the Loyds have now been issued a total of 250,000 shares of the Company common stock in connection with the Career Direction Agreement. As a condition to the consummation of the transactions contemplated by the Career Direction Agreement, the Company executed (i) a three year employment agreement by and between Joe Loyd and Career Direction, providing for Joe Loyd to serve as President of Career Direction at an annual compensation of \$175,000; (ii) a three year employment agreement by and between Karen Loyd and Career Direction, providing for annual compensation of \$125,000; (iii) a stock option in favor of Joe Loyd for the purchase of 100,000 shares of Company common stock, exercisable for a period of five years at \$1.00 per share for 30,000 shares at the end of the first calendar year of service on the Company's Board of Directors, 35,000 shares at the end of the second calendar year of service on the Company's Board of Directors, and 35,000 shares at the end of the third calendar year of service on the Company's Board of Directors; (iv) a stock option in favor of Joe Loyd

for the purchase of 100,000 shares of Company common stock, exercisable for a period of five years at \$1.00 per share for 30,000 shares at the end of the first calendar year of service with the Company, 35,000 shares at the end of the second calendar year of service with the Company, and 35,000 shares at the end of the third calendar year of service with the Company; and (v) a stock option in favor of Karen Loyd for the purchase of 100,000 shares of Company common stock, exercisable for a period of five years at \$1.00 per share for 30,000 shares at the end of the first calendar year of service with the Company, 35,000 shares at the end of the second calendar year of service with the Company, and 35,000 shares at the end of the third calendar year of service with the Company.

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On July 19, 2001, Career Direction, Achievement Tec, Inc. ("Achievement Tec"), the Company, and Joe and Karen Loyd (collectively, the "Loyds") entered into an agreement (the "Modification and Termination Agreement"), pursuant to which the parties agreed as follows:

1. The employment agreements were terminated, except for the requirements for confidentiality.
2. Achievement Tec agreed to pay the Loyds jointly \$10,000 at closing, plus \$10,000 per month for 24 months thereafter, each payment being due on the 19th of each month beginning August 19, 2001 for a total of cash paid in the amount of \$250,000, at no interest.
3. The number of remaining shares of the Company common stock to be issued pursuant to the Career Direction Agreement was reduced from 750,000 shares to 500,000 shares, issuable at the rate of 50,000 shares per quarter for ten quarters, beginning on November 1, 2001.
4. The Company agreed to file the required documents with the Securities and Exchange Commission to register the shares of the Company common stock issued to the Loyds pursuant to the Purchase and Sale Agreement, as modified, including the 250,000 already issued.
5. The Loyds agreed to release and forever discharge the Company, Achievement Tec, and Career Direction, and their officers, directors, agents, representatives and shareholders, from any and all claims, demands, causes of action and liabilities of whatsoever kind or nature, whether now known or not known, arising from their employment, including any and all claims, demands or causes of action alleged or might have been alleged by the Loyds in connection with the employment agreements and the Career Direction Agreement.
6. The Loyds agreed, both in consideration for the payment recited in the Modification and Termination Agreement, and for the provision to the Loyds of employers' trade secrets and confidential information previously provided, as follows (the "Restrictive Covenants"):
 - a. For a period of three years following the execution of the Modification and Termination Agreement, to not serve as an officer, director, employee or representative or an owner of more than 1% of the outstanding capital stock of any corporation or an owner of any interest in any business which solicits, hires or otherwise attempts to induce any employees, agents or representative of Career Direction, the Company, or Achievement Tec to terminate their positions as an agent, employee or representative of those companies.
 - b. For a period of three years following the execution of the Modification and Termination Agreement, to not directly or indirectly compete with Career Direction or Achievement Tec by being an officer, director, employee or representative or consultant, or a record or beneficial owner of more than 1% of the outstanding stock of a corporation, or an owner of any interest in, or employee of any business which conducts the business of career fairs or related employment services in any market in which Career Direction, Achievement Tec, the Company, or any affiliate markets or operates job fairs in North America.
7. In the event that Achievement Tec or Career Direction fails, for 10 days after written notice of a breach for failure to make any payments due or to issue any stock when required, to remedy the breach, the Loyd are released from their Restrictive Covenants obligations, which release will not effect any other remedy they may have as a result thereof.

8. All credit cards personally guaranteed by Loyds were canceled upon closing.
9. The Company agreed to pay Sean Self and Darrell Noblitt their commissions accruing prior to January 1, 2001, no later than December 31, 2001.
10. The Company agreed to assume all liability of Career Direction existing under the Highland Village lease.

Each party agreed to pay its own legal expenses incurred during negotiating, preparation and finalizing the Modification and Termination Agreement.

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As of January 1, 2001, the Company and Paul Nolan, Jr., Trustee of a Charitable Remainder Trust (the "Personnel Profiles Seller"), entered into a Purchase and Sale Agreement (the "Personnel Profiles Agreement"), whereby the Company agreed to purchase all the outstanding capital stock of Personnel Profiles, Inc., an Ohio corporation ("Personnel Profiles") from the Personnel Profiles Seller. Pursuant to the Personnel Profiles Agreement, the Personnel Profiles Seller received, in exchange for all the capital stock of Personnel Profiles, \$500,000, payable at the rate of \$62,500 at the end of each calendar quarter beginning March 31, 2001 and continuing thereafter until paid in full on December 31, 2002. Upon the successful completion by the Company of a private placement offering of its common stock in the amount of at least \$1,000,000, the Personnel Profiles Seller may require prepayment of the purchase price at the rate of \$125,000 for each \$1,000,000 raised. At the Personnel Profiles Seller's election, any \$62,500 payment may instead be converted into 62,500 shares of Company common stock.

As a condition to the consummation of the transactions contemplated by the Personnel Profiles Agreement, the Company executed (i) a three year employment agreement by and between Paul Nolan and Personnel Profiles, providing for Paul Nolan to serve as President of Personnel Profiles at an annual compensation of \$150,000; (ii) a stock option in favor of Paul Nolan for the purchase of 100,000 shares of Company common stock, exercisable for a period of five years at \$1.00 per share for 30,000 shares at the end of the first calendar year of service on the Company's Board of Directors, 35,000 shares at the end of the second calendar year of service on the Company's Board of Directors, and 35,000 shares at the end of the third calendar year of service on the Company's Board of Directors; and (iii) a stock option in favor of Paul Nolan for the purchase of 100,000 shares of Company common stock, exercisable for a period of five years at \$1.00 per share for 30,000 shares at the end of the first calendar year of service with the Company, 35,000 shares at the end of the second calendar year of service with the Company, and 35,000 shares at the end of the third calendar year of service with the Company.

Paul Nolan serves as President of Personnel Profiles.

Closing of the transactions contemplated by the Career Direction Agreement and the Personnel Profiles Agreement occurred on March 1, 2001.

As of June 29, 2001, Achievement Tec entered into a Secured Convertible Debenture Purchase and Exchange Agreement dated (the "Purchase Agreement"), by and among Achievement Tec and AJW Partners, LLC and New Millennium Capital Partners II, LLC, the selling stockholders in this offering (the "Selling Stockholders"). Pursuant to the Purchase Agreement, the Selling Stockholders purchased an aggregate principal amount of \$1,192,949.09 of Achievement Tec's 10% Secured Convertible Debentures, due twenty-four months from issuance (the "Debentures"). The Debentures are convertible into shares of Achievement Tec's common stock (as described under the heading "DESCRIPTION OF SECURITIES--DEBENTURES"), and this Prospectus relates to the sale of the shares of our common stock issuable upon the conversion of the Debentures. Interest on the Debentures is payable upon conversion of the Debentures, and is payable at our option in shares of common stock (calculated at the conversion rate) or cash. As consideration for the purchase of the Debentures, the Selling Stockholders (i) paid \$250,000; (ii) exchanged convertible debentures of Achievement Tec in the aggregate principal amount of \$105,019.18; and (iii) exchanged 586,375 shares of common stock. In addition, the Selling Stockholders agreed, subject to the terms and conditions of the Purchase Agreement, to purchase for cash an additional \$250,000 of Debentures, to be paid on the second trading day after the effective date of a registration statement filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), covering all shares of common stock into which the Debentures are convertible. At closing, Achievement Tec executed and delivered (a) a Registration Rights Agreement pursuant to which Achievement Tec agreed to register, under the Securities Act, up to 5,045,232 shares of common stock into

which the Debentures may be convertible, (b) Transfer Agent Instructions delivered to and acknowledged in writing by Achievement Tec's transfer agent, (c) a Security Agreement pursuant to which Achievement Tec and its subsidiaries granted to the Selling Stockholders a second priority security interest in their assets to secure performance under the Debentures, and (d) an Intellectual Property Security Agreement pursuant to which Achievement Tec and its subsidiaries granted

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to the Selling Stockholders a second priority security interest in their intellectual property assets to secure performance under the Debentures.

PRINCIPAL STOCKHOLDERS

The following table presents certain information regarding the beneficial ownership of all shares of our common stock at August 1, 2001 by (a) each person who owns beneficially more than five percent of our outstanding shares of the common stock, (b) each director, (c) each named executive officer, and (d) all directors and officers as a group. Except as otherwise indicated, the address of each of the persons named in the table is c/o Achievement Tec, Inc., 2100 Highway 360, Suite 400-B, Grand Prairie, Texas 75050.

<Table>

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Name and Address of Beneficial Owner -----	Amount and Nature of Beneficial Ownership -----	Percent of Class (1) -----
<S>	<C>	<C>
Glenn A. Arbeitman 155 First Street Mineola, NY 11501	2,111,420 (2)	18.8% (2)
Corey Ribotsky 155 First Street Mineola, NY 11501	2,942,895 (3)	24.4% (3)
Milton Cotter	3,790,571 (4)	38.9% (4)
Richard Berman	859,613 (5)	8.8% (5)
Eric Cotter	449,965 (6)	4.6% (6)
Neil H. Powell, Jr.	0 (7)	(7)
Mary Jo Zandy C/o Berkery, Noyes & Co. 50 Broad Street New York, NY 10004	0 (8)	(8)
Paul Nolan	62,500 (9)	*
All Executive Officers and Directors as a Group (7 Persons)	5,162,649	52.9%

</Table>

* Less than 1%.

- (1) Calculated based upon approximately 9,753,373 shares of common stock outstanding as of August 1, 2001.
- (2) Includes 1,458,920 shares issuable upon conversion of debentures held by New Millenium Capital Partners II, LLC, an entity controlled by the referenced individual.
- (3) Includes 831,475 issuable upon conversion of debentures held by AJW Partners, LLC and 1,458,920 shares issuable upon conversion of debentures held by New Millenium Capital Partners II, LLC, entities controlled by the referenced individual.
- (4) Includes 1,821,292 shares held by the Cotter 1986 Trust, of which Milton Cotter is trustee. Excludes up to 500,000 shares that may be issued to Mr. Cotter upon the exercise of outstanding stock options that vests one-third at the end of each year of service commencing January 1, 2001. Excludes up to 100,000 shares that may be issued to Mr. Cotter upon the

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exercise of outstanding stock options that vests at the end of the first year of service as Chairman of the Board commencing January 1, 2001.

- (5) Excludes up to 200,000 shares that may be issued to Richard Berman upon the exercise of outstanding stock options that vests one-third at the end of each year of service commencing January 1, 2001.
- (6) Excludes up to 100,000 shares that may be issued to Eric Cotter upon the exercise of outstanding stock options that vests one-third at the end of each year of service commencing January 1, 2001.
- (7) Excludes up to 200,000 shares that may be issued to Neil H. Powell, Jr. upon the exercise of outstanding stock options that vests one-third at the end of each year of service commencing January 1, 2001.
- (8) Excludes up to 100,000 shares that may be issued to Mary Jo Zandy upon the exercise of outstanding stock options that vests one-third at the end of each year of service commencing January 1, 2001.
- (9) Includes 62,500 shares Paul Nolan, Jr., Trustee of a Charitable Remainder Trust, has the right to acquire on June 30, 2001 in connection with the sale of Personnel Profiles, Inc. Excludes up to 200,000 shares that may be issued to Mr. Nolan upon the exercise of outstanding stock options that vests one-third at the end of each year of service commencing January 1, 2001.

Beneficial ownership is determined in accordance with the rules of the Securities and Exchange Commission. In computing the number of shares beneficially owned by a person and the percentage of ownership of that person, shares of common stock subject to warrants and options held by that person that are currently exercisable or exercisable within 60 days of August 1, 2001 are deemed outstanding. The shares, however, are not deemed to be outstanding for the purposes of computing the percentage ownership of each other person. Except as indicated in the footnotes to this table and pursuant to applicable community property laws, the persons named in the table have sole voting and investment power with respect to the shares set forth opposite such person's name.

DESCRIPTION OF SECURITIES

The authorized capital stock of Achievement Tec Holdings, Inc. consists of 50,000,000 shares of common stock, \$.001 par value per share, and 10,000,000 shares of preferred stock, \$.001 par value per share.

The following description of certain matters relating to the common stock and the preferred stock is a summary and is qualified in its entirety by the provisions of our articles of incorporation and bylaws.

COMMON STOCK

The holders of our common stock are entitled to one vote per share on all matters submitted to a vote of our stockholders. The holders of our common stock have the sole right to vote, except as otherwise provided by law or by our articles of incorporation. In addition, such holders are entitled to receive ratably such dividends, if any, as may be declared from time to time by the board of directors out of legally available funds, subject to the preferences granted to the holders of our preferred stock. In the event of the dissolution, liquidation or winding up of Achievement Tec, the holders of our common stock are entitled to share ratably in all assets remaining after payment of all our liabilities, subject to the preferences granted to the holders of our preferred stock.

The holders of our common stock do not have cumulative voting rights or preemptive rights to acquire or subscribe for additional, unissued or treasury shares in accordance with the laws of the state of Delaware. Accordingly, the holders of more than 50 percent of the issued and outstanding shares of our common stock voting for the election of directors can elect all of the directors if they choose to do so, and in such event, the holders of the remaining shares of our common stock voting for the election of the directors will be unable to elect any person or persons to the board of directors. All outstanding shares of our common stock are fully paid and nonassessable.

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The laws of the state of Delaware provide that the affirmative vote of a majority of the holders of the outstanding shares of our common stock is required to authorize: (i) amendments to our certificate of incorporation, with some exceptions; (ii) mergers or consolidations with any corporation, with some exceptions; or (iii) any liquidation or disposition of any of our substantial assets other than in the usual and regular course of business.

PREFERRED STOCK

Our board of directors is authorized, without action by the holders of our common stock, to provide for the issuance of the preferred stock in one or more series, to establish the number of shares to be included in each series and to fix the designations, powers, preferences and rights of the shares of each series and the qualifications, limitations, or restrictions of each series. This includes, among other things, voting rights, conversion privileges, dividend rates, redemption rights, sinking fund provisions and liquidation rights which shall be superior to our common stock. The issuance of one or more series of our preferred stock could adversely affect the voting power of the holders of our common stock and could have the effect of discouraging or making more difficult any attempt by a person or group to attain control of Achievement Tec.

DEBENTURES

Achievement Tec entered into a Secured Convertible Debenture Purchase and Exchange Agreement dated as of June 29, 2001 (the "Purchase Agreement"), by and among Achievement Tec and AJW Partners, LLC and New Millennium Capital Partners II, LLC, the selling stockholders in this offering (the "Selling Stockholders"). Pursuant to the Purchase Agreement, the Selling Stockholders purchased an aggregate principal amount of \$1,192,949.09 of Achievement Tec's 10% Secured Convertible Debentures, due twenty-four months from issuance (the "Debentures") for \$250,000 cash, \$105,019.18 of exchanged debentures, and 586,375 shares of exchanged common stock. In addition, the Selling Stockholders agreed, subject to the terms and conditions of the Purchase Agreement, to purchase for cash an additional \$250,000 of Debentures, to be paid on the second trading day after the effective date of a registration statement filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), covering all shares of common stock into which the Debentures are convertible.

The Debentures are convertible into shares of our common stock at any time at the option of the Selling Stockholders, and this Prospectus relates to the sale of the shares of our common stock issuable upon the conversion of the Debentures. The Debentures bear interest at the rate of 10% per annum (calculated on the basis of a 360 day year), payable upon conversion of the Debentures. The interest may be paid in shares of our common stock based on the applicable conversion price or, at our option, in cash.

The number of shares of our common stock into which the Debentures are convertible is calculated according to the following formula: $P/C + (.10P/C \times N/360)$

P=outstanding principal of the Debenture to be converted
C=conversion price, which is the lesser of \$.85 or 60% of the average of the lowest three inter-day trading prices during the twenty trading days immediately preceding the date of conversion
N=Number of days held through the date of conversion

If we elect to pay interest in cash, rather than shares of our common stock, the conversion rate is simply P/C. The conversion price is subject to adjustment in the event of a stock split, a reverse stock split, the granting of a stock dividend, the reclassification of our common stock, the combination of our common stock, or any other change in our common stock that would dilute the rights of the holders of the Debentures. Upon a merger or other similar transaction, a holder of a Debenture is entitled to receive the merger consideration, if any, which would be receivable by the holder had the Debenture been converted to shares of our common stock immediately prior to the merger or similar transaction.

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An event of default under the Debentures includes the following: (i) Achievement Tec breaches any of the covenants set forth in the Debenture documents related to the issuance of the Debentures or is found to have made a false representation or warranty in those documents, (ii) the registration statement of which this prospectus is a part fails to be effective on or before October 27, 2001, (iii) the effectiveness of the registration statement of which this prospectus is a part lapses for any reason, or the Debenture holders cannot sell common stock under the registration statement, for more than five consecutive

trading days or an aggregate of eight trading days, or (iv) bankruptcy proceedings shall be commenced by Achievement Tec, or shall be commenced against Achievement Tec, (v) Achievement Tec defaults in the payment of any indebtedness in excess of \$25,000 resulting in the acceleration in the due date thereof, (vi) the common stock shall not be eligible for quotation on and quoted for trading on the OTC Bulletin Board, or listed for trading on Nasdaq, the New York Stock Exchange or the American Stock Exchange, for five trading days. If any event of default occurs and is continuing, then the holders of Debentures may declare the Debentures immediately due and payable in an amount equal to the sum of (a) the greater of 130% of the outstanding principal and accrued interest, or the outstanding principal and accrued interest divided by the conversion price, plus (b) the number of shares of common stock issued upon conversion of the Debentures within 30 days of the declaration of the event of default and then held by the Debenture holder (or former holder if all Debentures of such holder had been converted) multiplied by the per share market value.

Performance under the Debentures is secured by a Security Agreement, pursuant to which Achievement Tec and its subsidiaries granted to the Selling Stockholders a second priority security interest in their assets, and an Intellectual Property Security Agreement, pursuant to which Achievement Tec and its subsidiaries granted to the Selling Stockholders a second priority security interest in their intellectual property assets.

SELLING STOCKHOLDERS

This prospectus relates to the sale of up to 5,045,232 shares of our common stock that may be issued to and sold by the selling stockholders upon the conversion of Achievement Tec's 10% Secured Convertible Debentures (the "Debentures"). The terms of the Secured Convertible Debenture Purchase and Exchange Agreement dated as of June 29, 2001 pursuant to which the Debentures were issued require us to register that amount pursuant to the registration statement of which this prospectus is a part. Of that amount, up to 1,831,555 shares have been registered for resale by AJW Partners, LLC ("AJW Partners"), and up to 3,213,677 shares have been registered for resale by New Millennium Capital Partners II, LLC ("New Millennium Capital Partners"), the selling stockholders in this offering (the "Selling Stockholders").

Each holder of the Debenture may not convert its Debenture into shares of our common stock if after the conversion, such holder, together with any of its affiliates, would beneficially own over 4.999% of the outstanding shares of our common stock. This restriction may be waived by each holder on not less than 61 days' notice to us. Since the number of shares of our common stock issuable upon conversion of the Debentures will change based upon fluctuations of the market price of our common stock prior to a conversion, the actual number of shares of our common stock that will be issued under the Debentures, and consequently the number of shares of our common stock that will be beneficially owned by AJW Partners and New Millennium Capital Partners, cannot be determined at this time. Because of this fluctuating characteristic, we agreed to register a number of shares of our common stock that exceeds the number of our shares of common stock currently beneficially owned by AJW Partners and New Millennium Capital Partners. The number of shares of our common stock listed in the table below as being beneficially owned by AJW Partners and New Millennium Capital Partners includes the shares of our common stock that are issuable to AJW Partners and New Millennium Capital Partners subject to the 4.999% limitation, upon conversion of their Debentures. However, the 4.999% limitation would not prevent AJW Partners and New Millennium Capital Partners from acquiring and selling in excess of 4.999% of our common stock through a series of conversions and sales under the Debentures.

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The following table sets forth the name of each person who is offering shares of common stock by this Prospectus, the number of shares of common stock beneficially owned by each person, the number of shares of common stock that may be sold in this offering and the number of shares of common stock each person will own after the offering, assuming they sell all of the shares offered.

Beneficial ownership is determined in accordance with SEC rules and generally includes voting or investment power with respect to securities. Common shares that are issuable upon the exercise of outstanding options, warrants, convertible preferred stock or other purchase rights, to the extent exercisable within 60 days of the date of this Prospectus, are treated as outstanding for purposes of computing each Selling Stockholder's percentage ownership of outstanding common shares.

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SHARES BENEFICIALLY	SHARES TO BE	SHARES BENEFICIALLY
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NAME OF SELLING STOCKHOLDER	OWNED PRIOR TO THE OFFERING		SOLD IN OFFERING	OWNED AFTER OFFERING	
	NUMBER OF SHARES	PERCENT (2)	<C>	NUMBER OF SHARES	PERCENT (2)
<S> AJW Partners, LLC	<C> 513,227 (1)	<C> 4.999%	<C> 1,831,555 (3)	<C> 0	<C> 0%
New Millennium Capital Partners II, LLC	513,227 (1)	4.999%	3,213,677 (3)	0	0%

</Table>

- (1) Includes the shares of our common stock issuable to AJW Partners and New Millennium Capital Partners, subject to the 4.999% limitation, upon conversion of their Debentures.
- (2) Percentages are based on 9,753,373 shares of our common stock outstanding as of August 1, 2001.

Pursuant to the section 2(b) of the Registration Rights Agreement between us and the Debenture holders, we are required to register such number of shares of common stock equal to no less than 200% of the number of shares of common stock issuable upon conversion in full of the principal amount of Debentures on June 29, 2001 assuming: (1) the principal amount of the Debentures is issued on the June 29, 2001, (2) one full year of interest had accrued on the Debentures and all such interest is paid in shares of common stock and (3) the conversion price equaled the lesser of (a) \$.85 and (b) 60% of the average of the lowest three inter-day prices (which need not occur on consecutive trading days, but which one or more may occur on the same trading day, during the twenty trading days immediately preceding June 29, 2001.)

PLAN OF DISTRIBUTION

The selling stockholders and any of their pledgees, assignees and successors-in-interest may, from time to time, sell any or all of their shares of Common Stock on any stock exchange, market or trading facility on which the shares are traded or in private transactions. These sales may be at fixed or negotiated prices. The selling stockholders may use any one or more of the following methods when selling shares:

- o ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- o block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- o purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- o an exchange distribution in accordance with the rules of the applicable exchange;
- o privately negotiated transactions;
- o short sales;
- o broker-dealers may agree with the selling stockholders to sell a specified number of such shares at a stipulated price per share;
- o a combination of any such methods of sale; and
- o any other method permitted pursuant to applicable law.

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The selling stockholders may also sell shares under Rule 144 under the Securities Act, if available, rather than under this prospectus.

The selling stockholders may pledge their shares to their brokers under the margin provisions of customer agreements. If a selling stockholder defaults on a margin loan, the broker may, from time to time, offer and sell the pledged shares. The selling stockholders have advised the Company that they have not entered into any agreements, understandings or arrangements with any underwriters or broker-dealers regarding the sale of their shares other than ordinary course brokerage arrangements.

Broker-dealers engaged by the selling stockholders may arrange for other brokers-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the selling stockholders (or, if any broker-dealer acts as

agent for the purchaser of shares, from the purchaser) in amounts to be negotiated. The selling stockholders do not expect these commissions and discounts to exceed what is customary in the types of transactions involved.

The selling stockholders and any broker-dealers or agents that are involved in selling the shares may be deemed to be "underwriters" within the meaning of the Securities Act in connection with such sales. In such event, any commissions received by such broker-dealers or agents and any profit on the resale of the shares purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act.

The Company is required to pay all fees and expenses incident to the registration of the shares, including fees and disbursements of counsel to the selling stockholders. The Company has agreed to indemnify the selling stockholders against certain losses, claims, damages and liabilities, including liabilities under the Securities Act.

CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

On April 2, 2001, we engaged Merdinger, Fruchter, Rosen & Corso, P.C. of New York, New York as our principal independent accountants to audit our financial statements. On the same date, we advised HJ Associates, LLC of Salt Lake City, Utah that it would no longer serve as our independent accountant. Our board of directors approved the engagement of Merdinger, Fruchter, Rosen & Corso, P.C. and the termination of HJ Associates, LLC on April 2, 2001.

HJ Associates, LLC's reports on our consolidated financial statements as of and for the years ended December 31, 1999 and 1998 have not contained an adverse opinion or a disclaimer of opinion and were not qualified or modified as to uncertainty, audit scope or accounting principles. There have been no disagreements between Achievement Tec Holdings, Inc. and HJ Associates, LLC on any matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure, which, if not resolved to HJ Associates, LLC's satisfaction, would have caused HJ Associates, LLC to make reference to the subject matter of such disagreements in connection with its report.

TRANSFER AGENT AND REGISTRAR

The transfer agent and registrar for our common stock is Interstate Transfer Company, telephone (801) 281-9746.

LEGAL MATTERS

Certain legal matters relating to the issuance and sale of the shares of our common stock offered hereby will be passed upon for us by Frederick C. Summers, III, P.C., Dallas, Texas.

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EXPERTS

The financial statements and schedules for the years ended December 31, 2000 and 1999 included in this prospectus and in the registration statement have been audited by Merdinger, Fruchter, Rosen & Corso, P.C., independent certified public accountant. To the extent and for the periods set forth in its reports appearing elsewhere herein and in the registration statement, and are included in reliance upon such reports given upon the authority of said firm as an expert in auditing and accounting.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and special reports, proxy statements and other information with the Securities and Exchange Commission. You can read and copy any materials we file with the Securities and Exchange Commission at its Public Reference Room at 450 Fifth Street, N.W., Washington, D.C. 20549. You can obtain information about the operations of the Securities and Exchange Commission Public Reference Room by calling the Securities and Exchange Commission at 1-800-SEC-0330. The Securities and Exchange Commission also maintains a Website that contains information we file electronically with the Securities and Exchange Commission, which you can access over the Internet at <http://www.sec.gov>.

This prospectus is part of a registration statement we have filed with the Securities and Exchange Commission relating to the Securities. As permitted by Securities and Exchange Commission rules, this prospectus does not contain all of the information we have included in the registration statement and the accompanying exhibits we file with the Securities and Exchange Commission. You may refer to the registration statement and the exhibits for more information about us and our common stock. The registration statement and the exhibits are

available at the Securities and Exchange Commission's Public Reference Room or through its Website.

INDEMNIFICATION

Section 145 ("Section 145") of the General Corporation Law of the State of Delaware (the "DGCL") permits a corporation, under specified circumstances, to indemnify its directors and officers against expenses (including attorneys' fees) and other liabilities actually and reasonably incurred by them as a result of any suit brought against them in their capacity as a director or officer, if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, if they had no reasonable cause to believe their conduct was unlawful. Section 145 also provides that directors and officers may also be indemnified against expenses (including attorneys' fees) incurred by them in connection with a derivative suit by the corporation if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification may be made, unless otherwise determined by the court, if such person was adjudged liable to the corporation.

Article Eighth of our Certificate of Incorporation provides for indemnification of our directors and officers to the extent and under the circumstances permitted by the DGCL.

The above discussion of the DGCL and of our Certificate of Incorporation is not intended to be exhaustive and is qualified in its entirety by such statutes and Certificate of Incorporation.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 is permitted as to our directors, officers and controlling persons, in the opinion of the Securities and Exchange Commission, such indemnification is against public policy and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities, other than our payment in the successful defense of any action, suit or proceeding, is asserted, we will, unless in the opinion of our counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by us is against public policy. We will be governed by the final adjudication of such issue.

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SILVER RAMONA MINING COMPANY
AND SUBSIDIARIES
FINANCIAL STATEMENTS
MARCH 31, 2001

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SILVER RAMONA MINING COMPANY
AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

<Table>
<Caption>

March 31,
2001

December 31,
2000

<S>	(Unaudited)	<C>
ASSETS	<C>	<C>
CURRENT ASSETS		
Cash and cash equivalents	\$ 38,273	\$ -
Accounts receivable, net of allowance for doubtful accounts of \$84,219 and \$17,500	257,243	124,872
Debt issue costs, net of accumulated amortization cost of \$18,122 and \$6,456	16,878	28,544
	-----	-----
Total current assets	312,394	153,416
Property and equipment, net of accumulated depreciation of \$94,612 and \$23,446	61,221	62,666
Intangible assets, net of accumulated amortization of \$10,977 and \$2,242	7,766	16,501
Goodwill, net of accumulated amortization of \$57,829 and \$-0-	3,411,940	-
Other assets	6,317	2,671
	-----	-----
TOTAL ASSETS	\$ 3,799,638	\$ 235,254
	=====	=====
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIENCY)		
CURRENT LIABILITIES		
Bank overdraft	\$ 4,181	\$ 45,505
Accounts payable and accrued expenses	305,105	21,140
Notes payable - current	304,535	331,624
Convertible notes payable - current	1,400,000	-
	-----	-----
Total current liabilities	2,013,821	398,269
Due to officer	74,830	94,582
Convertible notes payable - non-current	850,000	-
Notes payable - non-current	51,899	37,572
	-----	-----
Total liabilities	2,990,550	530,423
	-----	-----
Commitments and contingencies	-	-
STOCKHOLDERS' EQUITY (DEFICIENCY)		
Preferred stock - \$0.001 par value; 10,000,000 shares authorized; -0- issued and outstanding	-	-
Common stock - \$0.001 par value; 50,000,000 shares authorized; 10,264,748 and 10,014,748 issued and outstanding	10,264	10,014
Additional paid-in capital	2,436,713	636,963
Deferred compensation expense	(500,000)	-
Accumulated deficit	(1,137,889)	(942,146)
	-----	-----
Total stockholders' equity (deficiency)	809,088	(295,169)
	-----	-----
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIENCY)	\$ 3,799,638	\$ 235,254
	=====	=====

</Table>

The accompanying notes are an integral part of the consolidated financial statement.

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SILVER RAMONA MINING COMPANY
AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS

<Table>

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For the Three Months Ended March 31,	
2001	2000
-----	-----
(Unaudited)	(Unaudited)

<S>	<C>	<C>
REVENUE	\$ 988,167	\$ 314,590
	-----	-----
SELLING, GENERAL AND ADMINISTRATIVE EXPENSES		
Salary and employee benefits	624,083	226,045
Insurance expense	26,584	19,910
Depreciation and amortization expense	69,473	4,073
Professional fees	48,118	40,816
Travel and entertainment expense	31,995	17,009
Rent expense	44,493	18,843
Advertising expense	209,172	2,082
Other general and administrative expenses	110,201	38,848
	-----	-----
Total selling, general and administrative expenses	1,164,119	367,626
	-----	-----
LOSS FROM OPERATIONS	(175,952)	(53,036)
OTHER INCOME (EXPENSE)		
Interest income	109	-
Interest expense	(19,900)	(8,822)
	-----	-----
Total other income (expense)	(19,791)	(8,822)
	-----	-----
LOSS BEFORE PROVISION FOR INCOME TAXES	(195,743)	(61,858)
PROVISION FOR INCOME TAXES	-	-
	-----	-----
NET LOSS	\$ (195,743)	\$ (61,858)
	=====	=====
NET LOSS PER COMMON SHARE		
Basic and diluted	\$ (0.02)	\$ (0.01)
	=====	=====

</Table>

The accompanying notes are an integral part of the consolidated financial statement.

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SILVER RAMONA MINING COMPANY
AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY (DEFICIENCY)

	Common Shares	Stock Amount	Additional Paid-in Capital	Deferred Compensation Expense	Accumulated Deficit	Total Stockholders' Equity (Deficiency)
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Balance at December 31, 1999	4,226,283	\$ 4,226	\$ 248,518	\$ -	\$ (695,899)	\$ (443,155)
Acquisition of net assets of Silver Ramona	3,000,300	3,000	(3,000)	-	-	-
Net Loss for the year ended December 31, 2000	-	-	-	-	(246,247)	(246,247)
Issuance of stock, adjusted to reflect outstanding shares of Silver Ramona	2,773,717	2,774	597,226	-	-	-
Issuance of stock for interest	14,448	14	889	-	-	903
Debt issue cost	-	-	-	35,000	-	-
Offering costs	-	-	(241,670)	-	-	(241,670)
	-----	-----	-----	-----	-----	-----
Balance at December 31, 2000	10,014,748	10,014	636,963	-	(942,146)	(295,169)
Acquisition of net assets of						

Personnel Profiles	200,000	200	1,199,800	-	-	-
Acquisition of net assets of L & R Moran	50,000	50	99,950	-	-	100,000
Stock options for compensation	-	-	500,000	-	-	500,000
Deferred compensation expense	-	-	-	(500,000)	-	(500,000)
Net loss for the period ended March 31, 2001 (Unaudited)	-	-	-	-	(195,743)	(195,743)
Balance at March 31, 2001 (Unaudited)	10,264,748	\$ 10,264	\$2,436,713	\$ (500,000)	\$ (1,137,889)	\$ 809,088

</Table>

The accompanying notes are an integral part of the consolidated financial statement.

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SILVER RAMONA MINING COMPANY
AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

<Table>
<Caption>

	For the Three Months Ended March 31,	
	2001 (Unaudited) <C>	2000 (Unaudited) <C>
CASH FLOW FROM OPERATING ACTIVITIES		
Net loss	\$ (195,743)	\$ (61,858)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depreciation and amortization expense	5,822	4,073
Amortization of goodwill	60,108	-
Bad debt expense	560	-
Changes in certain assets and liabilities:		
Decrease in debt issue costs	11,666	-
(Increase) decrease in accounts receivable	115,746	(67,669)
Decrease in other assets	-	1,525
Decrease (increase) in accounts payable and accrued expenses	119,628	(19,763)
Total cash (used in) provided by operating activities	117,787	(143,692)
CASH FLOWS FROM INVESTING ACTIVITIES		
Increase in property and equipment	-	(9,767)
Increase in intangible assets	-	(679)
Total cash (used in) investing activities	-	(10,446)
CASH FLOWS FROM FINANCING ACTIVITIES		
Decrease in bank overdraft	(41,324)	(17,007)
Proceeds from notes payable	-	(22,077)
Repayment of notes payable	(12,762)	-
Decrease in due to officer	(19,752)	(32,446)
Sale of stock	-	400,000
Total cash (used in) provided by financing activities	(79,514)	328,470
NET INCREASE IN CASH AND CASH EQUIVALENTS	38,273	174,332
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	-	5,000

CASH AND CASH EQUIVALENTS - END OF YEAR

\$ 38,273
=====

\$ 179,332
=====

CASH PAID DURING THE YEAR FOR:

Interest expense

\$ 8,234
=====

\$ 8,822
=====

Income taxes

\$ -
=====

\$ -
=====

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SILVER RAMONA MINING COMPANY
AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
MARCH 31, 2001

NON CASH FINANCING ACTIVITIES:

The Company acquired all the assets and liabilities of Career Direction, Inc. on January 1, 2001, for 200,000 shares of its common stock valued at \$1,200,000 and the issuance of a \$800,000 note payable (see Note 3a).

The Company acquired all the assets and liabilities of Personnel Profiles, Inc. on January 1, 2001, for a \$500,000 note payable (see Note 3b).

The Company acquired all the assets and liabilities of L and R Moran, Inc. on January 1, 2001, for 50,000 shares of its common stock valued at \$100,000, and \$950,000 notes payable (see Note 3c).

As a condition to the consummation of the sale and purchase agreements with Career Directions, Inc., Personnel Profiles, Inc., and L and R Moran, Inc., dated January 1, 2001, the Company is required to execute three year employment agreements with the executives for stock options. As of March 31, 2001, \$500,000 was recorded as deferred compensation.

The accompanying notes are an integral part of the consolidated financial statement.

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SILVER RAMONA MINING COMPANY
AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)
MARCH 31, 2001

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

a) BASIS OF PRESENTATION

The accompanying consolidated financial statements include the accounts of Silver Ramona Mining Company (the "Company"), a holding company organized under the laws of the State of Idaho on May 25, 1967. The Company, on February 28, 2000, voted to amend its Articles of Incorporation to the State of Delaware. Its Subsidiaries include:

- 1) Achievement Tec, Inc. ("Achievement Tec"), formerly known as Profile Technologies, Inc. and Communications Institute of America, Inc., was incorporated under the laws of the state of Texas during 1956;
- 2) Achievement Tec Acquisition Corporation ("Acquisition"), was incorporated under the laws of the state of Delaware on November 1, 2000;
- 3) Career Direction, Inc. ("Career Direction"), a Texas corporation (see Note 3a);
- 4) Personnel Profiles, Inc. ("Personnel Profiles"), an Ohio corporation (see Note 3b); and
- 5) L and R Moran, Inc. ("L&R Moran"), a Texas corporation (see Note 3c).

Effective May 9, 2000, the Company, Achievement Tec and Acquisition entered into an Agreement and Plan of Merger, subsequently amended by a certain Addendum to Agreement and Plan of Merger, dated as of July 1, 2000, among the Company, Achievement Tec and Acquisition (as amended, the "Merger Agreement"), whereby Acquisition will merge with and into Achievement Tec pursuant to the laws of the State of Delaware and Texas, and Achievement Tec will be the surviving corporation (the "Merger"). Pursuant to the Merger Agreement, the holders of the common and preferred stock of Achievement Tec received an aggregate of 7,014,948 shares of common stock of the Company, representing approximately 70% of the outstanding common stock of the Company immediately following such issuance.

The financial statement presented include the accounts of Achievement Tec from its inception (May 25, 1967) and that of Silver Ramona Mining Company from November 9, 2000 to December 31, 2000.

As of January 1, 2001, the Company acquired three subsidiaries: Career Direction, Inc., Personnel Profiles, Inc. and L and R Moran, Inc.

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SILVER RAMONA MINING COMPANY
AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)
MARCH 31, 2001

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

b) LINE OF BUSINESS

The Company develops, markets, and sells computer PC Software to compare an individual's mental aptitudes and personality traits to the aptitudes and traits (and the levels required) for success in a particular job. During 2000 and 1999, the Company has expanded its product line and converted it for utilization via the internet. The Company has developed product lines and business models for e-commerce that focus on applicant attraction, employee selection, employee training and development and delivery of online services. For delivery of these product lines, the Company has developed the following websites:

www.virtualhrcenter.com
www.positivestep.com
www.careerdirection.com
www.mycareerdirection.com

- c) **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 and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the periods presented. Actual results could differ from those estimates.
- d) **REVENUE RECOGNITION**
Revenue is recognized based upon the accrual method of accounting. Revenue is recorded at the time of the sale, usually upon shipment of the product.
- e) **CASH AND CASH EQUIVALENTS**
The Company considers all highly liquid investments purchased with original maturities of three months or less to be cash equivalents.
- f) **CONCENTRATION OF CREDIT RISK**
The Company places its cash in what it believes to be credit-worthy financial institutions. However, cash balances may exceed FDIC insured levels at various times during the year.
- g) **PROPERTY AND EQUIPMENT**
Property and equipment is stated at cost. Depreciation is computed using the straight-line method based upon the estimated useful lives of the various classes of assets.

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SILVER RAMONA MINING COMPANY
AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)
MARCH 31, 2001

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

- h) **GOODWILL**
Goodwill represents the excess of cost over the fair value of net assets acquired and is being amortized on a straight-line method over 15 years. On an ongoing basis, management reviews the valuation and amortization of goodwill to determine possible impairment. The recoverability of goodwill is assessed by determining whether the amortization of goodwill over its remaining life can be recovered through projected undiscounted future cash flows.
- i) **INCOME TAXES**
Income taxes are provided for based on the liability method of accounting pursuant to Statement of Financial Accounting Standards ("SFAS") No. 109, "Accounting for Income Taxes". The liability method requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the reported amount of assets and liabilities and their tax basis.
- j) **ADVERTISING COSTS**
Advertising costs are expensed as incurred and included in selling, general and administrative expenses. For the three months ended March 31, 2001 and 2000, advertising expense amounted to \$209,172 and \$2,082, respectively.
- k) **FAIR VALUE OF FINANCIAL INSTRUMENTS**
The Company's financial instruments consist of cash, accounts receivable, inventory, accounts payable and accrued expenses, and long-term debt. The carrying amounts of cash, accounts receivable and accounts payable and accrued expenses approximate fair value due to the highly liquid nature of these short-term instruments. The fair value of long-term borrowings was determined based upon interest rates currently available to the Company for borrowings with similar terms. The fair value of long-term borrowings approximates the carrying amounts as of March 31, 2001 and December 31, 2000.

- 1) LONG-LIVED ASSETS
SFAS No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed of" requires that long-lived assets be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. The Company has adopted this statement and has determined that recognition of an impairment loss for applicable assets of continuing operations is not necessary.
- m) OFFERING COSTS
Offering costs consist primarily of professional fees. These costs are charged against the proceeds of the sale of common stock in the periods in which they occur.

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SILVER RAMONA MINING COMPANY
AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)
MARCH 31, 2001

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

- n) DEBT ISSUE COSTS
Debt issue costs represent various commissions paid and the estimated cost of the 35% conversion discount feature relating to the issuance of the Company's convertible debentures. These costs are being amortized over the life of the debt (see Note 5d).
- o) STOCK-BASED COMPENSATION
SFAS No. 123, "Accounting for Stock-Based Compensation", encourages, but does not require companies to record compensation cost for stock-based employee compensation plans at fair value. The Company has chosen to continue to account for stock-based compensation using the intrinsic value method prescribed in Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees", and related Interpretations. Accordingly, compensation cost for stock options is measured as the excess, if any, of the quoted market price of the Company's stock at the date of the grant over the amount an employee must pay to acquire the stock.
- p) LOSS PER SHARE
SFAS No. 128, "Earnings Per Share" requires presentation of basic loss per share ("Basic LPS") and diluted loss per share ("Diluted LPS").

The computation of basic loss per share is computed by dividing loss available to common stockholders by the weighted average number of outstanding common shares during the period. Diluted loss per share gives effect to all dilutive potential common shares outstanding during the period. The computation of diluted LPS does not assume conversion, exercise or contingent exercise of securities that would have an anti-dilutive effect on losses.

The shares used in the computation of loss per share, as restated, were as follows:

<Table>
<Caption>

	March 31,	
	2001	2000
	<S>	<C>
Basic and diluted	10,264,748	4,226,283
	=====	=====

</Table>

- q) COMPREHENSIVE INCOME
SFAS No. 130, "Reporting Comprehensive Income" establishes standards for the reporting and display of comprehensive income and its components in the financial statements. As of March 31, 2001 and December 31, 2000, the Company has no items

that represent comprehensive income and, therefore, has not included a schedule of comprehensive income in the financial statements.

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SILVER RAMONA MINING COMPANY
AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)
MARCH 31, 2001

NOTE 2 - RELATED PARTY TRANSACTIONS

As of March 31, 2001 and 2000, the Company has a payable due to an officer totaling \$74,830 and \$94,582, respectively. These amounts represent advances made to the Company by its Chief Executive Officer ("CEO") for various expenses. This payable bears interest at the rate of 8% per annum, with interest only payable in monthly installments beginning on January 1, 1999 continuing until January 1, 2004, at which time the remaining unpaid principal and interest shall be due in full.

NOTE 3 - ACQUISITIONS/GOODWILL

As of January 1, 2001, the Company acquired three subsidiaries: Career Direction, Inc., Personnel Profiles, Inc., and L and R Moran, Inc.

Goodwill consists of the following at March 31, 2001:

a) Career Direction, Inc.	\$ 2,007,133
b) Personnel Profiles, Inc.	501,951
c) L and R Moran, Inc.	960,685

	3,469,769
Less: Accumulated Depreciation	(57,829)

	\$ 3,411,940
	=====

a) CAREER DIRECTION, INC.

As of January 1, 2001, the Company and Joe Loyd and Karen Loyd (the "Career Direction Sellers") entered into a Purchase and Sale Agreement (the "Career Direction Agreement"), whereby the Company agreed to purchase all the outstanding capital stock of Career Direction, Inc., a Texas corporation ("Career Direction") from the Career Direction Sellers.

Pursuant to the Career Direction Agreement, the Career Direction Sellers will receive, in exchange for all the capital stock of Career Direction, the following:

- (i) 50,000 shares of common stock of the Company. The 50,000 shares are convertible at the option of the Career Direction Sellers into \$50,000 cash upon successful completion by the Company of a private placement offering of its common stock in the amount of \$2,000,000 on or before July 1, 2001. In addition, the Career Direction Sellers may, at their option, require the Company to redeem the 50,000 shares into \$50,000 cash in July, 2001, unless the value of the Company's common stock is \$1.00 or more on such date.

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SILVER RAMONA MINING COMPANY
AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)
MARCH 31, 2001

NOTE 3 - ACQUISITIONS (Continued)

a) CAREER DIRECTION, INC. (CONTINUED)

(ii) An additional 950,000 shares of common stock of the Company, of which 150,000 shares will be issued at closing, and the remainder will be issued at the rate of 50,000 shares per quarter for 16 quarters. The initial 150,000 shares are convertible to cash in the amount of \$150,000, at the election of the Career Direction Sellers, in the event the Company conducts a primary or secondary offering of its stock that generates proceeds at least in that amount. Each quarterly installment of 50,000 shares is convertible to cash in the amount of \$50,000, at the election of the Career Direction Sellers, in the event the market value of the Company's common stock falls below \$1.00 per share when the installment is due. These contingent cash obligations of the Company of \$950,000 are secured pursuant to a convertible promissory note, which is payable with interest on the earlier to occur of (a) 16 calendar quarters after the successful completion by the Company of a private placement offering of its common stock in the amount of \$5,000,000 that closes on or before July 1, 2001 (a "Qualified Financing"), or (b) December 21, 2004. Upon the consummation of a Qualified Financing, the unpaid principal and accrued interest on the promissory note may, at the holder's option, be converted into shares of Company common stock at the beginning of any of the subsequent 16 calendar quarters and in amounts equal to the outstanding principal and unpaid accrued interest then due thereunder divided by \$1.00.

As a condition to the consummation of the transactions contemplated by the Career Direction Agreement, the Company is also required to execute

- (i) a three year employment agreement by and between Joe Loyd and Career Direction, providing for Joe Loyd to serve as President of Career Direction at an annual compensation of \$175,000;
- (ii) a three year employment agreement by and between Karen Loyd and Career Direction, providing for annual compensation of \$125,000;
- (iii) a stock option in favor of Joe Loyd for the purchase of 100,000 shares of Company common stock, exercisable for a period of five years at \$1.00 per share for 30,000 shares at the end of the first calendar year of service on the Company's Board of Directors, 35,000 shares at the end of the second calendar year of service on the Company's Board of Directors, and 35,000 shares at the end of the third calendar year of service on the Company's Board of Directors;
- (iv) a stock option in favor of Joe Loyd for the purchase of 100,000 shares of Company common stock, exercisable for a period of five years at \$1.00 per share for 30,000 shares at the end of the first calendar year of service with the Company, 35,000 shares at the end of the second calendar year of service with the Company, and 35,000 shares at the end of the third calendar year of service with the Company; and

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SILVER RAMONA MINING COMPANY
AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)
MARCH 31, 2001

NOTE 3 - ACQUISITIONS (Continued)

- (v) a stock option in favor of Karen Loyd for the purchase of 100,000 shares of Company common stock, exercisable for a period of five years at \$1.00 per share for 30,000 shares at the end of the first calendar year of service with the Company, 35,000 shares at the end of the second calendar year of service with the Company, and 35,000 shares at the end of the third calendar year of service with the Company.

Joe Loyd will serve as a director of the Company, in addition to serving as President of Career Direction.

Closing of the transactions contemplated by the Career Direction Agreement occurred as of March 1, 2001.

b) PERSONNEL PROFILES, INC.

As of January 1, 2001, the Company and Paul Nolan, Jr., Trustee of a Charitable Remainder Trust (the "Personnel Profiles Seller"), entered into a Purchase and Sale Agreement (the "Personnel Profiles Agreement"), whereby the Company agreed to purchase all the outstanding capital stock of Personnel Profiles, Inc., an Ohio corporation ("Personnel Profiles") from the Personnel Profiles Seller.

Pursuant to the Personnel Profiles Agreement, the Personnel Profiles Seller will receive, in exchange for all the capital stock of Personnel Profiles, \$500,000, payable at the rate of \$62,500 at the end of each calendar quarter beginning March 31, 2001 and continuing thereafter until paid in full on December 31, 2002. Upon the successful completion by the Company of a private placement offering of its common stock in the amount of at least \$1,000,000, the Personnel Profiles Seller may require prepayment of the purchase price at the rate of \$125,000 for each \$1,000,000 raised. At the Personnel Profiles Seller's election, any \$62,500 payment may instead be converted into 62,500 shares of Company common stock.

As a condition to the consummation of the transactions contemplated by the Personnel Profiles Agreement, the Company is also required to execute:

- (i) a three year employment agreement by and between Paul Nolan and Personnel Profiles, providing for Paul Nolan to serve as President of Personnel Profiles at an annual compensation of \$150,000;
- (ii) a stock option in favor of Paul Nolan for the purchase of 100,000 shares of Company common stock, exercisable for a period of five years at \$1.00 per share for 30,000 shares at the end of the first calendar year of service on the Company's Board of Directors, 35,000 shares at the end of the second calendar year of service on the Company's Board of Directors, and 35,000 shares at the end of the third calendar year of service on the Company's Board of Directors; and

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SILVER RAMONA MINING COMPANY
AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)
MARCH 31, 2001

NOTE 3 - ACQUISITIONS (Continued)

- (iii) a stock option in favor of Paul Nolan for the purchase of 100,000 shares of Company common stock, exercisable for a period of five years at \$1.00 per share for 30,000 shares at the end of the first calendar year of service with the Company, 35,000 shares at the end of the second calendar year of service with the Company, and 35,000 shares at the end of the third calendar year of service with the Company.

Paul Nolan will serve as a director of the Company, in addition to serving as President of Personnel Profiles.

Closing of the transactions contemplated by the Personnel Profiles Agreement occurred as of March 1, 2001.

c) L AND R MORAN, INC.

As of January 1, 2001, the Company, and L and R Moran, Inc., a Texas corporation ("L and R Moran") entered into a Purchase and Sale Agreement (the "L and R Moran Agreement"), whereby the Company agreed to purchase substantially all the assets of L and R Moran.

Pursuant to the L and R Moran Agreement, L and R Moran will receive, in exchange for substantially all its assets, the following:

- (i) 50,000 shares of common stock of the Company. The 50,000 shares are convertible at the option of L and R Moran into \$50,000 cash upon successful completion by the Company of a private placement offering of its common stock in the amount of \$2,000,000 on or before July 1, 2001. In addition, L and R Moran may, at its option, require the Company to redeem the 50,000 shares into \$50,000 cash in July 2001, unless the value of the Company's common stock is \$1.00 or more on such date.
- (ii) \$950,000, payable out of the proceeds of a primary or secondary offering of stock at \$1.00 per share.

As a condition to the consummation of the transactions contemplated by the L and R Moran Agreement, the Company is also required to execute

- (i) a three year management agreement by and between L.D. Moran and L and R Moran, providing for L.D. Moran to serve as manager of the assets

acquired from L and R Moran for an annual compensation of \$97,500;

- (ii) a stock option in favor of L.D. Moran for the purchase of 100,000 shares of Company common stock, exercisable for a period of five years at \$1.00 per share for 30,000 shares at the end of the first calendar year of service on the Company's Board of Directors, 35,000 shares at the end of the second calendar year of service on the Company's Board of Directors, and 35,000 shares at the end of the third calendar year of service on the Company's Board of Directors;

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SILVER RAMONA MINING COMPANY
AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)
MARCH 31, 2001

NOTE 3 - ACQUISITIONS (Continued)

- c) L AND R MORAN, INC. (CONTINUED)
 - (iii) a stock option in favor of L.D. Moran for the purchase of 100,000 shares of Company common stock, exercisable for a period of five years at \$1.00 per share for 30,000 shares at the end of the first calendar year of service with the Company, 35,000 shares at the end of the second calendar year of service with the Company, and 35,000 shares at the end of the third calendar year of service with the Company; and
 - (iv) a stock option in favor of Royce Moran for the purchase of 100,000 shares of Company common stock, exercisable for a period of five years at \$1.00 per share for 30,000 shares at the end of the first calendar year of service with the Company, 35,000 shares at the end of the second calendar year of service with the Company, and 35,000 shares at the end of the third calendar year of service with the Company.

L.D. Moran will serve as a director of the Company, in addition to serving as manager of the assets acquired from L and R Moran.

Closing of the transactions contemplated by the L and R Moran Agreement occurred as of March 1, 2001.

NOTE 4 - PROPERTY AND EQUIPMENT

Property and equipment is summarized as follows:

<Table>
<Caption>

	March 31, 2001	December 31, 2000
	-----	-----
<S>	<C>	<C>
Machinery and Equipment	\$ 54,338	\$ 76,492
Furniture and Fixtures	101,495	9,620
	-----	-----
Less: Accumulated Depreciation	155,833 (94,612)	86,112 (23,446)
	-----	-----
Property and Equipment, net	\$ 61,221	\$ 62,666
	=====	=====

</Table>

Depreciation expense for the period ended March 31, 2001 and 2000 was \$5,822 and \$4,073, respectively.

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SILVER RAMONA MINING COMPANY
AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)
MARCH 31, 2001

NOTE 5 - NOTES PAYABLE

Notes payable consisted of the following:

<Table>
<Caption>

	March 31, 2001	December 31, 2000
	-----	-----
<S> <C>	<C>	<C>
a) First Savings Bank - Interest rate 8.4% - Due on March 25, 2002	\$ 109,932	\$ 109,932
b) First Savings Bank - Interest rate 10.5% - Due on December 15, 2000	-	4,000
c) First Savings Bank - Interest rate 11% Due on April 19, 2002	-	10,965
d) New Millennium - Convertible promissory note Interest rate 8%; due 270 days following November 9, 2000	100,000	100,000
Various Notes Payable - Interest rate 7% - Due at various dates to 2002	146,502	144,299
	-----	-----
	356,434	369,196
Less: Current Portion	(304,535)	(331,624)
	-----	-----
Long-Term Portion	\$ 51,899	\$ 37,572
	=====	=====

</Table>

- a) On March 25, 1999, the Company refinanced its \$110,000 loan with First Savings Bank. The loan amount remained \$110,000 with interest bearing a rate of 7.75% per annum due on March 25, 2000. Interest only is payable on April 25, 1999 and then on the 25th day of each month thereafter. During March 2000, the Company refinanced the loan again. The loan amount remained \$110,000 with interest bearing a rate of 8.4% per annum due on March 25, 2001. Interest only is payable on April 25, 2000 and then on the 25th day of each month thereafter. This loan was renewed during March 2001; the terms and interest rate stay the same.
- b) On August 1, 1999, the Company refinanced its \$60,159 loan with First Savings Bank. The loan bore interest at a rate of 10.5% per annum due on August 1, 2000. This loan was then refinanced on December 23, 1999. The loan balance totaled \$48,000 bearing interest at a rate of 10% per annum. The loan is payable in 11 payments of \$4,000 in principal plus accrued interest beginning on January 15, 2000 and payable the 15th day of every month thereafter until December 15, 2000 when the entire balance shall be due. As of December 31, 2000, this loan was in default for the last payment of \$4,000. However, this note was paid in full in the subsequent months.
- c) On April 19, 2000, the Company borrowed \$15,000 from First Savings Bank. The loan bears interest at a rate of 11% per annum. The loan is payable in 24 payments of \$699 in principal plus accrued interest beginning on May 19, 2000 and payable the 19th day of every month thereafter until April 19, 2002 when the entire balance shall be due. The loan is collateralized by certain accounts receivable, inventory and equipment. As of March 31, 2000, this loan was paid in full.

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SILVER RAMONA MINING COMPANY
AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)
MARCH 31, 2001

NOTE 5 - NOTES PAYABLE (Continued)

- d) Convertible debentures consisted of notes payable in the amount of \$100,000 bearing interest at 8% per annum, payable on the 270th day following November 9, 2000. These debentures are convertible into shares of the Company's common stock at the option of the holder by dividing the outstanding principal and interest by the conversion price which shall be equal to or the lesser of (1) 65% of the average bid price during the 10 trading days preceding the conversion date; or (2) U.S. \$1.429 per share of common stock.

NOTE 6 - CONVERTIBLE NOTES PAYABLE

Convertible notes payable consist of the following:

<Table>
<Caption>

	March 31, 2001

<S>	<C>
a) Selling of Career Direction, Inc.	\$ 800,000
b) Selling of Personnel Profiles, Inc.	00,000
c) Selling of L & R Moran, Inc.	950,000

	2,250,000
Less: Current Portion	1,400,000

Long-Term Portion	\$ 850,000
	=====

</Table>

- a) On January 1, 2001, the Company acquired Career Direction, Inc. for 1,000,000 shares of common stock. At the election of Career Direction seller, in the event the Company conducts a primary or secondary offering of its stock that generates proceeds of at least \$1,000,000. Each quarterly installment of 50,000 shares is convertible to cash in the amount of \$50,000. These contingent cash obligations of the Company are secured pursuant to a convertible promissory note (see Note 3).
- b) The Company acquired Personnel Profiles, Inc. for a \$500,000 convertible note payable at a convertible rate of \$62,500 at the end of each calendar quarter beginning March 31, 2001, upon the successful completion by the Company of a private placement offering of its common stock in the amount of at least \$1,000,000 (see Note 3).
- c) The Company acquired L and R Moran, Inc., for 50,000 shares of common stock and \$950,000 notes payable out of the proceeds of primary or secondary offering of stock at \$1.00 per share (see Note 3).

NOTE 7 - COMMITMENTS AND CONTINGENCIES

The Company leases office space in Dallas, Texas under an operating lease expiring July 31, 2001. Minimum monthly payments under the lease total \$4,150.

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SILVER RAMONA MINING COMPANY
AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)
MARCH 31, 2001

NOTE 7 - COMMITMENTS AND CONTINGENCIES (Continued)

On March 1, 2000, the Company entered into an operating lease for office space located in New York, New York. Minimum monthly payments under the lease total \$1,450.

L&R Moran leased office space under an operating lease expiring May 31, 2001. Minimum monthly payments under the lease total \$2,473.

Career Direction leased office space under an operating lease expiring January 31, 2003. Minimum monthly payments under the lease total \$1,745.

Personnel Profiles leased office space under an operating lease expiring June 30, 2002. Minimum monthly base rent under the lease totaled \$2,020 and \$2,081 for 2001 and 2002, respectively.

Rent expense under operating leases for the three months ended March 31, 2001 and 2000, was approximately \$44,493 and \$18,843, respectively.

On February 5, 2001, the Company factored its accounts receivable. A

lien was filed against all accounts receivable.

NOTE 8 - PREFERRED STOCK

On September 20, 1999, Achievement Tec amended their Articles of Incorporation to have the authority to issue 1,000,000 shares of newly created preferred Class A stock with no par value. The preferred shares were convertible on a 1:1 basis with Achievement Tec's common stock.

During the period from January 1, 2000 to November 9, 2000, Achievement Tec issued 419,874 shares of preferred stock for \$600,000. As of November 9, 2000, 559,832 shares of preferred stock have been converted into the Company's common stock per the merger agreement.

As of March 31, 2000, \$400,000 was received on the sale of preferred stocks.

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SILVER RAMONA MINING COMPANY
AND SUBSIDIARIES
FINANCIAL STATEMENTS
DECEMBER 31, 2000 AND 1999

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INDEPENDENT AUDITORS' REPORT

TO THE BOARD OF DIRECTORS AND STOCKHOLDERS OF
SILVER RAMONA MINING COMPANY

We have audited the accompanying consolidated balance sheets of Silver Ramona Mining Company and Subsidiaries (D/B/A Achievement Tec, Inc.) as of December 31, 2000 and 1999, and the related consolidated statements of operations, stockholders' deficiency and cash flows for the years then ended. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audits 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. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Silver Ramona Mining Company and Subsidiaries as of December 31, 2000 and 1999, and the results of its operations and its cash flows for the years then ended in conformity with generally accepted accounting principles.

New York, New York
 March 6, 2001

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SILVER RAMONA MINING COMPANY
 AND SUBSIDIARIES
 CONSOLIDATED BALANCE SHEETS

<Table>
 <Caption>

	December 31,	
	2000	1999
<S>	<C>	<C>
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ -	\$ 5,000
Accounts receivable, net of allowance for doubtful accounts of \$17,500 and \$6,000	124,872	40,583
Debt issue costs, net of accumulated amortization cost of \$6,456 and \$-0-	28,544	-
Prepaid expenses	-	4,275
	-----	-----
Total current assets	153,416	49,858
Property and equipment, net of accumulated depreciation of \$23,446 and \$12,438	62,666	35,469
Intangible assets, net of accumulated amortization of \$2,242 and \$-0-	16,501	-
Other assets	2,671	68,171
	-----	-----
TOTAL ASSETS	\$ 235,254	153,498
	=====	=====
LIABILITIES AND STOCKHOLDERS' DEFICIENCY		
CURRENT LIABILITIES		
Bank overdraft	\$ 45,505	\$ 17,007
Accounts payable and accrued expenses	21,140	27,847
Notes payable - Current	331,624	217,932
	-----	-----
Total current liabilities	398,269	262,786
Due to officer	94,582	219,238
Notes payable - Non Current	37,572	114,629
	-----	-----
Total liabilities	530,423	596,653
	-----	-----
Commitments and contingencies	-	-
STOCKHOLDERS' DEFICIENCY		
Preferred stock - \$0.001 par value; 10,000,000 shares authorized; -0- issued and outstanding	-	-
Common stock - \$0.001 par value; 50,000,000 shares authorized; 10,014,748 and 4,226,283 issued and outstanding	10,014	4,226
Additional paid-in capital	636,963	248,518
Accumulated deficit	(942,146)	(695,899)
	-----	-----
Total stockholders' deficiency	(295,169)	(443,155)
	-----	-----
TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIENCY	\$ 235,254	\$ 153,498
	=====	=====

</Table>

The accompanying notes are an integral part of the consolidated financial

statement.

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SILVER RAMONA MINING COMPANY
AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS

<Table>
<Caption>

	For the Year Ended December 31,	
	2000	1999
<S>	<C>	<C>
REVENUE	\$ 1,171,129	\$ 1,109,889
SELLING, GENERAL AND ADMINISTRATIVE EXPENSES		
Salary and employee benefits	912,839	663,259
Product costs	13,404	108,300
Commission expense	12,632	19,044
Insurance expense	80,848	65,080
Depreciation and amortization expense	13,248	6,538
Professional fees	13,760	17,512
Travel and entertainment expense	64,296	44,844
Rent expense	69,422	52,802
Advertising expense	6,595	4,297
Other general and administrative expenses	187,920	116,025
Total selling, general and administrative expenses	1,374,964	1,097,701
INCOME FROM OPERATIONS	(203,835)	12,188
OTHER INCOME (EXPENSE)		
Interest expense	(42,412)	(47,072)
LOSS BEFORE PROVISION FOR INCOME TAXES	(246,247)	(34,884)
PROVISION FOR INCOME TAXES	-	-
NET LOSS	\$ (246,247)	\$ (34,884)
NET LOSS PER COMMON SHARE		
Basic	\$ (0.04)	\$ (0.01)
Diluted	\$ (0.04)	\$ (0.01)

</Table>

The accompanying notes are an integral part of the consolidated financial statement.

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SILVER RAMONA MINING COMPANY
AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF STOCKHOLDERS' DEFICIENCY
FOR THE YEARS ENDED DECEMBER 31, 2000 AND 1999

<Table>
<Caption>

COMMON STOCK	Additional	Total
-----	Paid-in	Stockholders'

	Shares	Amount	Capital	Deficit	Deficiency
<S>	<C>	<C>	<C>	<C>	<C>
Balance at December 31, 1998, adjusted to reflect outstanding shares of Silver Ramona	3,302,000	\$ 3,302	\$ 49,442	\$ (661,015)	\$ (608,271)
Net Loss for the year ended December 31, 1999	-	-	-	(34,884)	(34,884)
Issuance of stock, adjusted to reflect outstanding shares of Silver Ramona	924,283	924	199,076	-	200,000
Balance at December 31, 1999	4,226,283	4,226	248,518	(695,899)	(443,155)
Acquisition of net assets of Silver Ramona	3,000,300	3,000	(3,000)	-	-
Net Loss for the year ended December 31, 2000	-	-	-	(246,247)	(246,247)
Issuance of stock, adjusted to reflect outstanding shares of Silver Ramona	2,773,717	2,774	597,226	-	600,000
Issuance of stock for interest	14,448	14	889	-	903
Debt issue cost	-	-	35,000	-	35,000
Offering costs	-	-	(241,670)	-	(241,670)
Balance at December 31, 2000	10,014,748	\$ 10,014	\$ 636,963	\$ (942,146)	\$ (295,169)

</Table>

The accompanying notes are an integral part of the consolidated financial statement.

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SILVER RAMONA MINING COMPANY
AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

<Table>
<Caption>

	For the Year Ended December 31,	
	2000	1999
<S>	<C>	<C>
CASH FLOW FROM OPERATING ACTIVITIES		
Net loss	\$ (246,247)	\$ (34,884)
Adjustments to reconcile net loss to net cash (used in) provided by operating activities:		
Depreciation and amortization expense	13,248	6,538
Issuance of stock for interest	903	-
Amortization of debt issue costs	6,456	-
Bad debt expense (recovery)	11,500	(16,743)
Changes in certain assets and liabilities:		
(Increase) decrease in accounts receivable	(95,789)	52,877
(Increase) decrease in prepaid expenses	4,275	(4,275)
Decrease in accounts payable and accrued expenses	(6,707)	(12,322)
Total cash (used in) provided by operating activities	(312,361)	(8,809)
CASH FLOWS FROM INVESTING ACTIVITIES		
Increase in property and equipment	(38,205)	(30,432)

Increase in intangible assets	(18,743)	-
	-----	-----
	(56,948)	(30,432)
	-----	-----
CASH FLOWS FROM FINANCING ACTIVITIES		
Offering costs	(176,170)	(65,500)
Increase (decrease) in bank overdraft	28,498	(9,394)
Proceeds from notes payable	110,967	-
Repayment of notes payable	(74,330)	(43,291)
Increase (decrease) in due to officer	(124,656)	(37,574)
Sale of preferred stock	600,000	200,000
	-----	-----
Total cash provided by financing activities	364,309	44,241
	-----	-----
NET INCREASE IN CASH AND CASH EQUIVALENTS	(5,000)	5,000
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	5,000	-
	-----	-----
CASH AND CASH EQUIVALENTS - END OF YEAR	\$ -	\$ 5,000
	=====	=====
CASH PAID DURING THE YEAR FOR:		
Interest expense	\$ -	\$ 47,072
	=====	=====
Income taxes	\$ -	\$ -
	=====	=====

</Table>

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SILVER RAMONA MINING COMPANY
AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
DECEMBER 31, 2000 AND 1999

NON CASH FINANCING ACTIVITIES:

The Company incurred debt issue costs of \$35,000 in relation to their issuance of notes payable.

During the year ended December 31, 2000, the Company reclassified prepaid offering costs of \$65,500 against the related proceeds.

The accompanying notes are an integral part of the consolidated financial statement.

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SILVER RAMONA MINING COMPANY
AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2000 AND 1999

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

a) BASIS OF PRESENTATION

The accompanying consolidated financial statements include the accounts of Silver Ramona Mining Company (the "Company"), a holding company organized under the laws of the State of Idaho on May 25, 1967. The Company, on February 28, 2000, voted to amend its Articles of Incorporation to the State of Delaware. Its Subsidiaries include:

- 1) Achievement Tec, Inc. ("Achievement Tec"), formerly known as Profile Technologies, Inc. and Communications Institute of America, Inc., was incorporated under the laws of the state of Texas during 1956; and
- 2) Achievement Tec Acquisition Corporation ("Acquisition"), was incorporated under the laws of the state of Delaware on November 1, 2000.

Effective May 9, 2000, the Company, Achievement Tec and Acquisition entered into an Agreement and Plan of Merger, subsequently amended by a certain Addendum to Agreement and Plan of Merger, dated as of July 1, 2000, among the Company, Achievement Tec and Acquisition (as amended, the "Merger Agreement"), whereby Acquisition will merge with and into Achievement Tec pursuant to the laws of the State of Delaware and Texas, and Achievement Tec will be the surviving corporation (the "Merger") (see Note 2 for Reorganization). Pursuant to the Merger Agreement, the holders of the common and preferred stock of Achievement Tec will receive an aggregate of 7,000,000 shares of common stock of the Company, representing approximately 70% of the outstanding common stock of the Company immediately following such issuance.

The financial statement presented include the accounts of Achievement Tec from its inception (May 25, 1967) and that of Silver Ramona Mining Company from November 9, 2000 to December 31, 2000.

b) LINE OF BUSINESS

The Company develops, markets, and sells computer PC Software to compare an individual's mental aptitudes and personality traits to the aptitudes and traits (and the levels required) for success in a particular job. During 2000 and 1999, the Company has expanded its product line and converted it for utilization via the internet. The Company has developed product lines and business models for e-commerce that focus on applicant attraction, employee selection, employee training and development and delivery of online services. For delivery of these product lines, the Company has developed the following websites:

www.virtualhrcenter.com

www.positivestep.com

www.careerdirection.com

www.mycareerdirection.com

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SILVER RAMONA MINING COMPANY
AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2000 AND 1999

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

- c) 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 and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the periods presented. Actual results could differ from those estimates.
- d) REVENUE RECOGNITION
Revenue is recognized based upon the accrual method of accounting. Revenue is recorded at the time of the sale, usually upon shipment of the product.
- e) CASH AND CASH EQUIVALENTS
The Company considers all highly liquid investments purchased with original maturities of three months or less to be cash equivalents.
- f) CONCENTRATION OF CREDIT RISK
The Company places its cash in what it believes to be credit-worthy financial institutions. However, cash balances may exceed FDIC insured levels at various times during the year.
- g) PROPERTY AND EQUIPMENT
Property and equipment is stated at cost. Depreciation is computed using the straight-line method based upon the estimated useful lives of the various classes of assets.
- h) INCOME TAXES
Income taxes are provided for based on the liability method of accounting pursuant to Statement of Financial Accounting Standards ("SFAS") No. 109, "Accounting for Income Taxes". The liability method requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the reported amount of assets and liabilities and their tax basis.
- i) ADVERTISING COSTS
Advertising costs are expensed as incurred and included in selling, general and administrative expenses. For the years ended December 31, 2000 and 1999, advertising expense amounted to \$6,595 and \$4,297, respectively.

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SILVER RAMONA MINING COMPANY
AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2000 AND 1999

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

- j) FAIR VALUE OF FINANCIAL INSTRUMENTS
The Company's financial instruments consist of cash, accounts receivable, inventory, accounts payable and accrued expenses, and long-term debt. The carrying amounts of cash, accounts receivable and accounts payable and accrued expenses approximate fair value due to the highly liquid nature of these short-term instruments. The fair value of long-term borrowings was determined based upon interest rates currently available to the Company for borrowings with similar terms. The fair value of long-term borrowings approximates the carrying amounts as of December 31, 2000 and 1999.
- k) LONG-LIVED ASSETS
SFAS No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed of" requires

that long-lived assets be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. The Company has adopted this statement and has determined that recognition of an impairment loss for applicable assets of continuing operations is not necessary.

- l) OFFERING COSTS
Offering costs consist primarily of professional fees. These costs are charged against the proceeds of the sale of common stock in the periods in which they occur.
- m) DEBT ISSUE COSTS
Debt issue costs represent various commissions paid and the estimated cost of the 35% conversion discount feature relating to the issuance of the Company's convertible debentures. These costs are being amortized over the life of the debt (see Note 4).
- n) STOCK-BASED COMPENSATION
SFAS No. 123, "Accounting for Stock-Based Compensation", encourages, but does not require companies to record compensation cost for stock-based employee compensation plans at fair value. The Company has chosen to continue to account for stock-based compensation using the intrinsic value method prescribed in Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees", and related Interpretations. Accordingly, compensation cost for stock options is measured as the excess, if any, of the quoted market price of the Company's stock at the date of the grant over the amount an employee must pay to acquire the stock.
- o) LOSS PER SHARE
SFAS No. 128, "Earnings Per Share" requires presentation of basic loss per share ("Basic LPS") and diluted loss per share ("Diluted LPS").

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SILVER RAMONA MINING COMPANY
AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2000 AND 1999

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

- o) LOSS PER SHARE (CONTINUED)
The computation of basic loss per share is computed by dividing loss available to common stockholders by the weighted average number of outstanding common shares during the period. Diluted loss per share gives effect to all dilutive potential common shares outstanding during the period. The computation of diluted LPS does not assume conversion, exercise or contingent exercise of securities that would have an anti-dilutive effect on losses.

The shares used in the computation of loss per share, as restated, were as follows:

	December 31,	

	2000	1999
	----	----
Basic	6,080,000	3,750,000
	=====	=====
Diluted	6,080,000	3,750,000
	=====	=====

- p) COMPREHENSIVE INCOME
SFAS No. 130, "Reporting Comprehensive Income" establishes standards for the reporting and display of comprehensive income and its components in the financial statements. As of December 31, 2000 and 1999, the Company has no items that represent comprehensive income and, therefore, has not included a schedule of comprehensive income in the financial statements.
- q) RECENT ACCOUNTING PRONOUNCEMENTS

SFAS No. 131, "Disclosure About Segments of an Enterprise and Related Information" was issued, which changes the way public companies report information about segments. SFAS No. 131, which is based on the selected segment information, requires quarterly and entity-wide disclosures about products and services, major customers, and the material countries in which the entity holds assets and reports revenues. SFAS No. 131 does not effect the Company as of December 31, 2000 and 1999.

SFAS No. 132, "Employers' Disclosures about Pension and Other Post Employment Benefits," was issued in February 1998 and specifies amended disclosure requirements regarding such obligations. SFAS No. 132 does not effect the Company as of December 31, 2000 and 1999.

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SILVER RAMONA MINING COMPANY
AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2000 AND 1999

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

q) RECENT ACCOUNTING PRONOUNCEMENTS (CONTINUED)

SFAS No. 133, "Accounting for Derivative Instruments and for Hedging Activities" requires that certain derivative instruments be recognized in balance sheets at fair value and for changes in fair value to be recognized in operations. Additional guidance is also provided to determine when hedge accounting treatment is appropriate whereby hedging gains and losses are offset by losses and gains related directly to the hedged item. While the standard, as amended, must be adopted in the fiscal year beginning after June 15, 2000, its impact on the Company's financial statements is not expected to be material as the Company has not historically used derivative and hedge instruments.

Statement of Position ("SOP") No. 98-1 specifies the appropriate accounting for costs incurred to develop or obtain computer software for internal use. The new pronouncement provides guidance on which costs should be capitalized, and over what period such costs should be amortized and what disclosures should be made regarding such costs. This pronouncement is effective for fiscal years beginning after December 15, 1998, but earlier application is acceptable. Previously capitalized costs will not be adjusted. The Company believes that it is already in substantial compliance with the accounting requirements as set forth in this new pronouncement, and therefore believes that adoption will not have a material effect on financial condition or operating results.

SOP No. 98-5 requires that companies write-off previously defined capitalized start-up costs including organization costs and expense future start-up costs as incurred. This statement does not effect the Company as of December 31, 2000 and 1999.

NOTE 2 - CORPORATE REORGANIZATION AND MERGER

On May 9, 2000, the Company entered into an agreement and plan of merger, subsequently amended on July 1, 2000 and executed on November 9 2000. This Reorganization Agreement (the "Agreement") provided that the Company's wholly owned subsidiary, Acquisition and Achievement Tec would be merged and Achievement Tec would be the surviving entity. Acquisition had no assets or liabilities as of the date of the merger. On November 14, 2000, a certificate of merger was filed with the State of Texas. In connection with the merger transaction, shareholders of Achievement Tec, received the following:

- i) 7,000,000 shares of the Company's common stock; and
- ii) 14,448 shares of the Company's common stock.

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SILVER RAMONA MINING COMPANY
AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2000 AND 1999

NOTE 2 - CORPORATE REORGANIZATION AND MERGER (Continued)

This merger transaction has been accounted for in the financial statements as a reverse acquisition. As a result of this transaction the former shareholders of Achievement Tec acquired or exercised control over a majority of the shares of the Company. Accordingly, the transaction has been treated for accounting purposes as a recapitalization of Achievement Tec and, therefore, these financial statements represent a continuation of the legal entity, Achievement Tec, not the Company, the legal survivor. Consequently, the comparative figures are those of Achievement Tec. Because the historical financial statements are presented in this manner, proforma financial statements are not required.

In accounting for this transaction:

- i) Achievement Tec is deemed to be the purchaser and surviving company for accounting purposes. Accordingly, its net assets are included in the balance sheet at their historical book values;
- ii) Control of the net assets and business of Achievement Tec was acquired effective on November 9, 2000 (the "Effective Date"). This transaction has been accounted for as a purchase of the assets and liabilities of the Company by Achievement Tec. As of November 9, 2000, the Company had no assets or liabilities. Summary of their balance sheet was as follows:

<Table>

<S>	<C>
Common stock	\$ 3,000
Additional paid-in capital	142,020
Accumulated deficit	(145,020)

Total stockholders' equity	\$ -
	=====

</Table>

- iii) The statements of operations and cash flows include Achievement Tec results of operations and cash flows from January 1, 1999 and the Company's results of operations from the Effective Date.

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SILVER RAMONA MINING COMPANY
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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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NOTE 3 - PROPERTY AND EQUIPMENT

Property and equipment is summarized as follows:

<Table>
<Caption>

	December 31,	
	-----	-----
	2000	1999
	-----	-----
<S>	<C>	<C>

Machinery and Equipment	\$	76,492	\$	44,907
Furniture and Fixtures		9,620		3,000
		-----		-----
		86,112		47,907
Less: Accumulated Depreciation		(23,446)		(12,438)
		-----		-----
Property and Equipment, net	\$	62,666	\$	35,469
		=====		=====

</Table>

Depreciation expense for the years ended December 31, 2000 and 1999 was \$11,008 and \$6,538, respectively.

NOTE 4 - NOTES PAYABLE

Notes payable consisted of the following:

<Table>
<Caption>

	December 31,	
	2000	1999
	-----	-----
<S>	<C>	<C>
a) First Savings Bank - Interest rate 8.4% - Due on March 25, 2001	\$ 109,932	\$ 109,932
b) First Savings Bank - Interest rate 10.5% - Due on December 15, 2000	4,000	48,000
c) First Savings Bank - Interest rate 11% Due on April 19, 2002	10,965	-
d) New Millennium - Convertible promissory note Interest rate 8%; due 270 days following November 9, 2000	100,000	-
Various Notes Payable - Interest rate 7% - Due at various dates to 2002	144,299	174,629
	-----	-----
	369,196	332,561
Less: Current Portion	(331,624)	(217,932)
	-----	-----
Long-Term Portion	\$ 37,572	\$ 114,629
	=====	=====

</Table>

- a) On March 25, 1999, the Company refinanced its \$110,000 loan with First Savings Bank. The loan amount remained \$110,000 with interest bearing a rate of 7.75% per annum due on March 25, 2000. Interest only is payable on April 25, 1999 and then on the 25th day of each month thereafter. During March 2000, the Company refinanced the loan again. The loan amount remained \$110,000 with interest bearing a rate of 8.4% per annum due on March 25, 2001. Interest only is payable on April 25, 2000 and then on the 25th day of each month thereafter.

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SILVER RAMONA MINING COMPANY
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NOTE 4 - NOTES PAYABLE (Continued)

- b) On August 1, 1999, the Company refinanced its \$60,159 loan with First Savings Bank. The loan beared interest at a rate of 10.5% per annum due on August 1, 2000. This loan was then refinanced on December 23, 1999. The loan balance totaled \$48,000 bearing interest at a rate of 10% per annum. The loan is payable in 11 payments of \$4,000 in principal plus accrued interest beginning on January 15, 2000 and payable the 15th day of every month thereafter until December 15, 2000 when the entire balance shall be due. As of December 31, 2000, this loan was in default for the last payment of \$4,000. However, this note was paid in full in the subsequent months.
- c) On April 19, 2000, the Company borrowed \$15,000 from First Savings Bank. The loan bears interest at a rate of 11% per annum. The loan is payable in 24 payments of \$699 in principal

plus accrued interest beginning on May 19, 2000 and payable the 19th day of every month thereafter until April 19, 2002 when the entire balance shall be due. The loan is collateralized by certain accounts receivable, inventory and equipment.

- d) Convertible debentures consisted of notes payable in the amount of \$100,000 bearing interest at 8% per annum, payable on the 270th day following November 9, 2000. These debentures are convertible into shares of the Company's common stock at the option of the holder by dividing the outstanding principal and interest by the conversion price which shall be equal to or the lesser of (1) 65% of the average bid price during the 10 trading days preceding the conversion date; or (2) U.S. \$1.429 per share of common stock.

NOTE 5 - COMMITMENTS AND CONTINGENCIES

The Company leases office space in Dallas, Texas under an operating lease expiring July 31, 2001. Minimum monthly payments under the lease total \$4,150.

On March 1, 2000, the Company entered into an operating lease for office space located in New York, New York. Minimum monthly payments under the lease total \$1,450.

Rent expense under operating leases for the nine months ended December 31, 2000 and 1999, was approximately \$69,422 and \$52,802, respectively.

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SILVER RAMONA MINING COMPANY
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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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NOTE 6 - PREFERRED STOCK

On September 20, 1999, Achievement Tec amended their Articles of Incorporation to have the authority to issue 1,000,000 shares of newly created preferred Class A stock with no par value. The preferred shares were convertible on a 1:1 basis with Achievement Tec's commons stock. As of December 31, 1999, 139,958 shares were issued.

During the period from January 1, 2000 to November 9, 2000, Achievement Tec issued 419,874 shares of preferred stock for \$600,000. As of November 9, 2000, 559,832 shares of preferred stock have been converted into the Company's common stock per the merger agreement.

NOTE 7 - RELATED PARTY TRANSACTIONS

As of December 31, 2000 and 1999, the Company has a payable due to an officer totaling \$94,582 and \$219,238, respectively. These amounts represent advances made to the Company by its Chief Executive Officer ("CEO") for various expenses. This payable bears interest at the rate of 8% per annum, with interest only payable in monthly installments beginning on January 1, 1999 continuing until January 1, 2004, at which time the remaining unpaid principal and interest shall be due in full.

NOTE 8 - INCOME TAXES

The components of the provision for income taxes are as

follows:

<Table>
<Caption>

	December 31,	
	2000	1999
<S> Current Tax Expense	<C>	<C>

U.S. Federal	\$	-	\$	-
State and Local		-		-
		-----		-----
Total Current		-		-
		-----		-----
Deferred Tax Expense				
U.S. Federal		-		-
State and Local		-		-
		-----		-----
Total Deferred		-		-
		-----		-----
Total Tax Provision (Benefit) from				
Continuing Operations	\$	-	\$	-
		=====		=====

</Table>

The reconciliation of the effective income tax rate to the Federal statutory rate is as follows for the years ended December 31, 2000 and 1999:

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SILVER RAMONA MINING COMPANY
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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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NOTE 8 - INCOME TAXES (Continued)

Federal Income Tax Rate	(34.0)%
Effect of Valuation Allowance	34.0%

Effective Income Tax Rate	0.0%
	=====

At December 31, 2000 and 1999, the Company had net carryforward losses of approximately \$942,146 and \$695,899, respectively. Because of the current uncertainty of realizing the benefit of the tax carryforwards, a valuation allowance equal to the tax benefit for deferred taxes has been established. The full realization of the tax benefit associated with the carryforwards depends predominantly upon the Company's ability to generate taxable income during the carryforward period.

Deferred tax assets and liabilities reflect the net tax effect of temporary differences between the carrying amount of assets and liabilities for financial reporting purposes and amounts used for income tax purposes. Significant components of the Company's deferred tax assets and liabilities are as follows:

<Table>
<Caption>

	December 31,	
	2000	1999
	-----	-----
<S>	<C>	<C>
Deferred Tax Assets		
Loss Carryforwards	\$ 320,000	\$ 236,600
Less: Valuation Allowance	(320,000)	(236,600)
	-----	-----
Net Deferred Tax Assets	\$ -	\$ -
	=====	=====

</Table>

Net operating loss carryforwards expire starting in 2007 through 2014. Per year availability is subject to change of ownership limitations under Internal Revenue Code Section 382.

NOTE 9 - SUBSEQUENT EVENTS

As of January 1, 2001, the Company acquired three subsidiaries: Career Direction, Inc., Personnel Profiles, Inc., and L and R Moran, Inc.

CAREER DIRECTIONS, INC.

As of January 1, 2001, the Company and Joe Loyd and Karen Loyd (the "Career Direction Sellers") entered into a Purchase and Sale Agreement (the "Career Direction Agreement"), whereby the Company agreed to purchase all the outstanding capital stock of Career Direction, Inc., a Texas corporation ("Career Direction") from the Career Direction Sellers.

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SILVER RAMONA MINING COMPANY
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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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NOTE 9 - SUBSEQUENT EVENTS (Continued)

CAREER DIRECTION, INC. (Continued)

Pursuant to the Career Direction Agreement, the Career Direction Sellers will receive, in exchange for all the capital stock of Career Direction, the following:

- (i) 50,000 shares of common stock of the Company. The 50,000 shares are convertible at the option of the Career Direction Sellers into \$50,000 cash upon successful completion by the Company of a private placement offering of its common stock in the amount of \$2,000,000 on or before July 1, 2001. In addition, the Career Direction Sellers may, at their option, require the Company to redeem the 50,000 shares into \$50,000 cash in July, 2001, unless the value of the Company's common stock is \$1.00 or more on such date.
- (ii) An additional 950,000 shares of common stock of the Company, of which 150,000 shares will be issued at closing, and the remainder will be issued at the rate of 50,000 shares per quarter for 16 quarters. The initial 150,000 shares are convertible to cash in the amount of \$150,000, at the election of the Career Direction Sellers, in the event the Company conducts a primary or secondary offering of its stock that generates proceeds at least in that amount. Each quarterly installment of 50,000 shares is convertible to cash in the amount of \$50,000, at the election of the Career Direction Sellers, in the event the market value of the Company's common stock falls below \$1.00 per share when the installment is due. These contingent cash obligations of the Company of \$950,000 are secured pursuant to a convertible promissory note, which is payable with interest on the earlier to occur of (a) 16 calendar quarters after the successful completion by the Company of a private placement offering of its common stock in the amount of \$5,000,000 that closes on or before July 1, 2001 (a "Qualified Financing"), or (b) December 21, 2004. Upon the consummation of a Qualified Financing, the unpaid principal and accrued interest on the promissory note may, at the holder's option, be converted into shares of Company common stock at the beginning of any of the subsequent 16 calendar quarters and in amounts equal to the outstanding principal and unpaid accrued interest then due thereunder divided by \$1.00.

As a condition to the consummation of the transactions contemplated by the Career Direction Agreement, the Company is also required to execute

- (i) a three year employment agreement by and between Joe Loyd and Career Direction, providing for Joe Loyd to serve as President of Career Direction at an annual compensation of \$175,000;
- (ii) a three year employment agreement by and between Karen Loyd and Career Direction, providing for annual compensation of \$125,000;
- (iii) a stock option in favor of Joe Loyd for the purchase of 100,000 shares of Company common stock, exercisable for a period of five years at \$1.00 per share for 30,000 shares at the end of the first calendar year of service on the Company's Board of Directors, 35,000 shares at the end of the second calendar year of service on the Company's Board of Directors, and 35,000 shares at the end of the third calendar year of service on the Company's Board of Directors;

SILVER RAMONA MINING COMPANY
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NOTE 9 - SUBSEQUENT EVENTS (Continued)

CAREER DIRECTIONS, INC. (Continued)

- (iv) a stock option in favor of Joe Loyd for the purchase of 100,000 shares of Company common stock, exercisable for a period of five years at \$1.00 per share for 30,000 shares at the end of the first calendar year of service with the Company, 35,000 shares at the end of the second calendar year of service with the Company, and 35,000 shares at the end of the third calendar year of service with the Company; and
- (v) a stock option in favor of Karen Loyd for the purchase of 100,000 shares of Company common stock, exercisable for a period of five years at \$1.00 per share for 30,000 shares at the end of the first calendar year of service with the Company, 35,000 shares at the end of the second calendar year of service with the Company, and 35,000 shares at the end of the third calendar year of service with the Company.

Joe Loyd will serve as a director of the Company, in addition to serving as President of Career Direction.

Closing of the transactions contemplated by the Career Direction Agreement occurred as of March 1, 2001.

PERSONNEL PROFILES, INC.

As of January 1, 2001, the Company and Paul Nolan, Jr., Trustee of a Charitable Remainder Trust (the "Personnel Profiles Seller"), entered into a Purchase and Sale Agreement (the "Personnel Profiles Agreement"), whereby the Company agreed to purchase all the outstanding capital stock of Personnel Profiles, Inc., an Ohio corporation ("Personnel Profiles") from the Personnel Profiles Seller.

Pursuant to the Personnel Profiles Agreement, the Personnel Profiles Seller will receive, in exchange for all the capital stock of Personnel Profiles, \$500,000, payable at the rate of \$62,500 at the end of each calendar quarter beginning March 31, 2001 and continuing thereafter until paid in full on December 31, 2002. Upon the successful completion by the Company of a private placement offering of its common stock in the amount of at least \$1,000,000, the Personnel Profiles Seller may require prepayment of the purchase price at the rate of \$125,000 for each \$1,000,000 raised. At the Personnel Profiles Seller's election, any \$62,500 payment may instead be converted into 62,500 shares of Company common stock.

As a condition to the consummation of the transactions contemplated by the Personnel Profiles Agreement, the Company is also required to execute

- (i) a three year employment agreement by and between Paul Nolan and Personnel Profiles, providing for Paul Nolan to serve as President of Personnel Profiles at an annual compensation of \$150,000;

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NOTE 9 - SUBSEQUENT EVENTS (Continued)

PERSONNEL PROFILES, INC. (Continued)

- (ii) a stock option in favor of Paul Nolan for the purchase of

100,000 shares of Company common stock, exercisable for a period of five years at \$1.00 per share for 30,000 shares at the end of the first calendar year of service on the Company's Board of Directors, 35,000 shares at the end of the second calendar year of service on the Company's Board of Directors, and 35,000 shares at the end of the third calendar year of service on the Company's Board of Directors; and

- (iii) a stock option in favor of Paul Nolan for the purchase of 100,000 shares of Company common stock, exercisable for a period of five years at \$1.00 per share for 30,000 shares at the end of the first calendar year of service with the Company, 35,000 shares at the end of the second calendar year of service with the Company, and 35,000 shares at the end of the third calendar year of service with the Company.

Paul Nolan will serve as a director of the Company, in addition to serving as President of Personnel Profiles.

Closing of the transactions contemplated by the Personnel Profiles Agreement occurred as of March 1, 2001.

L AND R MORAN, INC.

As of January 1, 2001, the Company, and L and R Moran, Inc., a Texas corporation ("L and R Moran") entered into a Purchase and Sale Agreement (the "L and R Moran Agreement"), whereby the Company agreed to purchase substantially all the assets of L and R Moran.

Pursuant to the L and R Moran Agreement, L and R Moran will receive, in exchange for substantially all its assets, the following:

- (i) 50,000 shares of common stock of the Company. The 50,000 shares are convertible at the option of L and R Moran into \$50,000 cash upon successful completion by the Company of a private placement offering of its common stock in the amount of \$2,000,000 on or before July 1, 2001. In addition, L and R Moran may, at its option, require the Company to redeem the 50,000 shares into \$50,000 cash in July, 2001, unless the value of the Company's common stock is \$1.00 or more on such date.
- (ii) \$950,000, payable out of the proceeds of a primary or secondary offering of stock at \$1.00 per share.

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SILVER RAMONA MINING COMPANY
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NOTE 9 - SUBSEQUENT EVENTS (Continued)

L AND R MORAN, INC. (continued)

As a condition to the consummation of the transactions contemplated by the L and R Moran Agreement, the Company is also required to execute

- (i) a three year management agreement by and between L.D. Moran and L and R Moran, providing for L.D. Moran to serve as manager of the assets acquired from L and R Moran for an annual compensation of \$97,500;
- (ii) a stock option in favor of L.D. Moran for the purchase of 100,000 shares of Company common stock, exercisable for a period of five years at \$1.00 per share for 30,000 shares at the end of the first calendar year of service on the Company's Board of Directors, 35,000 shares at the end of the second calendar year of service on the Company's Board of Directors, and 35,000 shares at the end of the third calendar year of service on the Company's Board of Directors;
- (iii) a stock option in favor of L.D. Moran for the purchase of 100,000 shares of Company common stock, exercisable for a period of five years at \$1.00 per share for 30,000 shares at the end of the first calendar year of service with the

Company, 35,000 shares at the end of the second calendar year of service with the Company, and 35,000 shares at the end of the third calendar year of service with the Company; and

- (iv) a stock option in favor of Royce Moran for the purchase of 100,000 shares of Company common stock, exercisable for a period of five years at \$1.00 per share for 30,000 shares at the end of the first calendar year of service with the Company, 35,000 shares at the end of the second calendar year of service with the Company, and 35,000 shares at the end of the third calendar year of service with the Company.

L.D. Moran will serve as a director of the Company, in addition to serving as manager of the assets acquired from L and R Moran.

Closing of the transactions contemplated by the L and R Moran Agreement occurred as of March 1, 2001.

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PART II--INFORMATION NOT REQUIRED IN PROSPECTUS

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 145 ("Section 145") of the General Corporation Law of the State of Delaware (the "DGCL") permits a corporation, under specified circumstances, to indemnify its directors and officers against expenses (including attorneys' fees) and other liabilities actually and reasonably incurred by them as a result of any suit brought against them in their capacity as a director or officer, if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, if they had no reasonable cause to believe their conduct was unlawful. Section 145 also provides that directors and officers may also be indemnified against expenses (including attorneys' fees) incurred by them in connection with a derivative suit by the corporation if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification may be made, unless otherwise determined by the court, if such person was adjudged liable to the corporation.

Article Eighth of Registrant's Certificate of Incorporation provides for indemnification of Achievement Tec's directors and officers to the extent and under the circumstances permitted by the DGCL.

The above discussion of the DGCL and of Registrant's Certificate of Incorporation is not intended to be exhaustive and is qualified in its entirety by such statutes and Certificate of Incorporation.

OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

The following table sets forth the estimated expenses to be incurred in connection with the distribution of the securities being registered. The Registrant shall pay the expenses. The security holders will pay no expenses.

<Table>

<S>	<C>
SEC Registration Fee	\$ 952
Printing and Engraving Expenses	5,000*
Legal Fees and Expenses	5,000*
Accounting Fees and Expenses	_____
Blue Sky Fees and Expenses	_____
Transfer Agent Fees	_____
Miscellaneous	_____
Total	\$10,952*
*estimate	=====

</Table>

RECENT SALES OF UNREGISTERED SECURITIES

During 1999, Registrant issued 139,958 shares of Class A preferred stock for \$200,000. During the period from January 1, 2000 to November 9, 2000, Registrant issued 446,416 shares of Class A preferred stock for \$637,929. The offering was made to a limited number of sophisticated investors and was structured so as to comply with Section 4(2) of the Securities Act of 1933, as amended. The preferred shares were converted on a 1:1 basis into Registrant's common stock as of November 9, 2000.

On May 9, 2000, Registrant entered into an agreement and plan of merger,

subsequently amended on July 1, 2000 and executed on November 9 2000 which provided that Registrant's wholly owned subsidiary, Acquisition and Achievement Tec, Inc. would be merged and Achievement Tec, Inc. would be the surviving entity. In connection with the merger transaction, shareholders of Achievement Tec, Inc., including the holders of common shares received upon conversion of the preferred, received 7,014,448 shares of Registrant's common stock. The transaction was structured so as to comply with Section 4(2) of the Securities Act of 1933, as amended.

As of November 9, 2000, 1,195,000 shares of Registrant's common stock were issued to a limited number of individuals in exchange for services rendered in connection with the merger. The transaction was structured so as to comply with Section 4(2) of the Securities Act of 1933, as amended.

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Registrant entered into a Secured Convertible Debenture Purchase and Exchange Agreement dated as of June 29, 2001 (the "Purchase Agreement"), by and among Registrant and AJW Partners, LLC and New Millennium Capital Partners II, LLC (individually a "Purchaser" and collectively the "Purchasers"). Pursuant to the Purchase Agreement, the Purchasers purchased an aggregate principal amount of \$1,192,949.09 of Achievement Tec's 10% Secured Convertible Debentures, due twenty-four months from issuance (the "Debentures"). The Debentures are convertible into shares of Registrant's common stock. As consideration for the purchase of the Debentures, the Purchasers (i) paid \$250,000; (ii) exchanged convertible debentures of Registrant in the aggregate principal amount of \$105,019.18; and (iii) exchanged 586,375 shares of common stock. In addition, the Purchasers agreed, subject to the terms and conditions of the Purchase Agreement, to purchase for cash an additional \$250,000 of Debentures, to be paid on the second trading day after the effective date of a registration statement filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended, covering all shares of common stock into which the Debentures are convertible. The transaction was structured so as to comply with Section 4(2) of the Securities Act of 1933, as amended.

EXHIBITS

- 3(i) Articles of Incorporation. *
- 3(ii) By-Laws. *
- 4 Specimen Stock Certificate. *
- 5 Legal Opinion of Frederick C. Summers, III, P.C. regarding the validity of the securities
- 10.1 Agreement and Plan of Merger dated as of May 9, 2000, subsequently amended by a certain Addendum to Agreement and Plan of Merger, dated as of July 1, 2000, among Silver Ramona Mining, Inc., Achievement Tec Acquisition Corporation, a Delaware corporation, and Achievement Tec, Inc., a Texas corporation. **
- 10.2 Secured Convertible Debenture Purchase and Exchange Agreement dated as of June 29, 2001 by and among the Company and AJW Partners, LLC and New Millennium Capital Partners II, LLC (the "Purchasers"). ***
- 10.3 Registration Rights Agreement dated as of June 29, 2001, among the Company and the Purchasers. ***
- 10.4 Silver Ramona Mining, Inc. 10% Secured Convertible Debenture Due June 29, 2003 in the principal sum of \$794,119.79, issued to New Millennium Capital Partners II, LLC.
- 10.5 Silver Ramona Mining, Inc. 10% Secured Convertible Debenture Due June 29, 2003 in the principal sum of \$398,829.30, issued to AJW Partners, LLC.
- 10.6 Security Agreement among the Company and the Purchasers. ***
- 10.7 Intellectual Property Security Agreement among the Company and the Purchasers. ***
- 10.8 Purchase and Sale Agreement, dated as of January 1, 2001, by and between Silver Ramona Mining, Inc., a Delaware corporation, and Joe Loyd and Karen Loyd. ****
- 10.9 Employment Agreement, dated as of January 1, 2001, by and between Career Direction, Inc. and Joe Loyd. ****
- 10.10 Employment Agreement, dated as of January 1, 2001, by and between Career Direction, Inc. and Karen Loyd. ****
- 10.11 Achievement Tec, Inc. Board of Directors Stock Option in favor of Joe Loyd. ****
- 10.12 Achievement Tec, Inc. Senior Management Stock Option in favor of Joe Loyd. ****
- 10.13 Achievement Tec, Inc. Senior Management Stock Option in favor of Karen Loyd. ****
- 10.14 Achievement Tec, Inc. Convertible Promissory Note. ****
- 10.15 Purchase and Sale Agreement, dated as of January 1, 2001, by and between Silver Ramona Mining, Inc., a Delaware corporation, and Paul Nolan, Jr., Trustee of a Charitable Remainder Trust. ****
- 10.16 Employment Agreement, dated as of January 1, 2001, by and between

- 10.17 Achievement Tec, Inc. Board of Directors Stock Option in favor of Paul Nolan. ****
- 10.18 Achievement Tec, Inc. Senior Management Stock Option in favor of Paul Nolan. ****

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- 10.19 Purchase and Sale Agreement, dated as of January 1, 2001, by and between Silver Ramona Mining, Inc., a Delaware corporation, and L+R Moran, Inc., a Texas corporation. ****
- 10.20 Management Agreement, dated as of January 1, 2001, by and between L+R Moran, Inc. and L.D. Moran. ****
- 10.21 Achievement Tec, Inc. Board of Directors Stock Option in favor of L.D. Moran. ****
- 10.22 Achievement Tec, Inc. Senior Management Stock Option in favor of L.D. Moran. ****
- 10.23 Achievement Tec, Inc. Senior Management Stock Option in favor of Royce Moran. ****
- 10.24 Agreement entered into by and among Career Direction, Inc., Joe Loyd, Karen Loyd, Achievement Tec, Inc. and Achievement Tec Holdings, Inc., executed as of July 19, 2001.*****
- 16 Letter from HJ & Associates, LLC, addressed to the Commission, in accordance with Item 304(a)(3) of Regulation SKB. *****
- 21 Subsidiaries. *****
- 23.1 Consent of Frederick C. Summers, III, P.C. (included in its opinion as Exhibit 5 herein)
- 23.2 Consent of Merdinger, Fruchter, Rosen & Corso, P.C., independent auditors.

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- * Filed as exhibit to Form 10-SB.
 - ** Filed as exhibit to Form 8-K, filed November 14, 2000.
 - *** Filed as exhibit to Form 8-K, filed July 17, 2001.
 - **** Filed as exhibit to Form 8-K, filed March 6, 2001.
 - ***** Filed as exhibit to Form 8-K, filed July 25, 2001.
 - ***** Filed as exhibit to Form 8-K, filed May 14, 2001.
 - ***** Filed as Exhibit to Form 10-KSB, filed April 17, 2001.

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UNDERTAKINGS

(a) The undersigned Registrant hereby undertakes that it will:

(1) File, during any period in which it offers or sells securities, a post-effective amendment to:

(i) Include any prospectus required by Section 10(a)(3) of the Securities Act of 1933 (the "Securities Act");

(ii) Reflect in the prospectus any facts or events which, individually or together, represent a fundamental change in the information in the registration statement;

(iii) Include any additional or changed material information on the plan of distribution.

PROVIDED, HOWEVER, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the registration statement is on Form S-3 or Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration Statement.

(2) For determining any liability under the Securities Act of 1933, treat each post-effective amendment as a new registration statement of the securities offered, and the offering of the securities at that time to be the initial bona fide offering.

(3) File a post-effective amendment to remove from registration any of the securities that remain unsold at the end of the offering.

(b) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons

of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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SIGNATURES

In accordance with the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements of filing on Form SB-2 and authorized this registration statement to be signed on its behalf by the undersigned, in the City of Grand Prairie, State of Texas, on August 1, 2001.

ACHIEVEMENT TEC HOLDINGS, INC.

BY: \S\ MILTON S. COTTER

 NAME: Milton S. Cotter
 TITLE: President and Director

In accordance with the requirements of the Securities Act of 1933, this registration statement was signed by the following persons in the capacities and on the dates stated.

Signature	Title	Date
\S\ MILTON S. COTTER ----- Milton S. Cotter	Principal Executive Officer and Director	August 1, 2001
\S\ RICHARD BERMAN ----- Richard Berman	Director	August 1, 2001
\S\ ERIC COTTER ----- Eric Cotter	Principal Financial Officer, Principal Accounting Officer and Director	August 1, 2001
----- Neil Powell	Director	_____, 2001
----- Mary Jo Zandy	Director	_____, 2001

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Exhibit 5

FREDERICK C. SUMMERS, III
A PROFESSIONAL CORPORATION
ATTORNEY AT LAW
8235 DOUGLAS AVENUE, SUITE 1111
DALLAS, TEXAS 75225
Telephone: 214-750-0992
Fax: 214-750-3650
fcsummers@aol.com

August 3, 2001

Achievement Tec Holdings, Inc.
2100 N. Highway 360, Suite 400B
Grand Prairie, TX 75050

RE: REGISTRATION STATEMENT ON FORM SB-2

Gentlemen:

This opinion is submitted pursuant to the applicable rules of the Securities Exchange Commission with respect to the registration for public sale of 5,045,232 shares (the "Registerable Shares") of common stock, \$.001 par value (the "Common Stock"), of Achievement Tec Holdings, Inc. (the "Company"), a Delaware corporation, reserved for issuance upon exercise of the Company's 10% Secured Convertible Debentures (the "Debentures").

In connection therewith, I have examined and relied upon original, certified, conformed, photostat or other copies of (i) the Certificate of Incorporation, as amended, and Bylaws of the Company; (ii) resolutions of the Board of Directors of the Company authorizing the offering and the issuance of the Common Stock and related matters; (iii) the Registration Statement and the exhibits thereto; and (iv) such other matters of law as I have deemed necessary for the expression of the opinion herein contained.

Based upon the foregoing, I am of the opinion that the Registerable Shares, when issued and upon payment of the agreed upon consideration therefore, will be legally issued, fully paid and non-assessable if all terms and conditions of the applicable Debentures are complied with.

The opinions set forth above are subject to the following qualifications:

- (a) I have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to me as copies and the authenticity of the originals of all such latter documents. I have

also assumed the accuracy of the factual matters contained in the documents I have examined.

- (b) Where documents delivered to me by the Company and its representatives state that the officers and directors of the Company have taken actions with respect to the Registerable Shares, I have assumed that such actions have been taken.
- (c) I have assumed the due execution and delivery for value of all agreements pertaining to the Registerable Shares by the holders of such shares.
- (d) I have relied (to the extent we have no contrary knowledge), without investigation, as to matters of fact upon certificates furnished by officers of the Company whose positions

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and authority would reasonably require them to have knowledge of the facts certified, and by public officials, and search reports of recognized search companies.

- (e) The opinions expressed herein are specifically limited to the laws of the United States of America, and, to the extent set forth below, the General Corporation Laws of the State of Delaware. I am licensed to practice law only in the State of Texas. I am not admitted to practice law in the State of Delaware, but I am generally familiar with the General Corporation Laws of the States of Delaware and have made such investigation thereof as I deem necessary for the limited purposes of rendering the opinions expressed herein, to the extent the General Corporation Laws of the State of Delaware is applicable thereto.
- (f) My opinion is limited to matters expressly set forth herein and no opinion is to be implied or inferred beyond the matters expressly so stated.
- (g) My opinion is subject to and limited by (i) all applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or similar laws affecting the enforcement of creditors' rights generally; (ii) all rights which may inhere in the Internal Revenue Service or any state or local taxing authorities under the tax laws of the United States of America and the several states; and (iii) general equitable principles regardless of whether such enforceability is considered in a proceeding at law or in equity.

I hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to use my name under the caption "Legal Matters" in the prospectus comprising part of the Registration Statement. However, this opinion is furnished only for your benefit and may not be relied upon by any other person or entity without my express prior written consent. This opinion speaks only as of the date hereof and is limited to present statutes, laws and regulations and to the facts as they currently exist, and I have assumed no obligation to update or supplement this opinion.

Sincerely yours,

Frederick C. Summers, III

NEITHER THIS DEBENTURE NOR THE SECURITIES INTO WHICH THIS DEBENTURE IS CONVERTIBLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY.

No. 3

ORIGINAL ISSUE DATE: JUNE 29, 2001

DATE OF AMENDMENT: JULY 16, 2001

\$794,119.79

ACHIEVEMENT TEC HOLDINGS, INC.
AMENDED AND RESTATED
10% SECURED CONVERTIBLE DEBENTURE
DUE JUNE 29, 2003

THIS DEBENTURE is one of a series of duly authorized debentures of Achievement Tec Holdings, Inc. (f/k/a Silver Ramona Mining, Inc.), a delaware corporation, having a principal place of business at 2100 Highway 360, Suite 400-B, Grand Prairie, Texas 75050 (the "COMPANY"), designated as its 10% Secured Convertible Debentures, due June 29, 2003, in the aggregate principal amount for all such debentures of One Million One Hundred Ninety Two Thousand Nine Hundred Forty Nine and 9/100 Dollars (\$1,192,949.09) (the "DEBENTURES"). All references herein to dollars (\$) are to US\$ (United States Dollars), unless otherwise specified.

FOR VALUE RECEIVED, the Company promises to pay to New Millennium Capital Partners II, LLC or its registered assigns (the "HOLDER"), the principal sum of \$794,119.79, on June 29, 2003 or such earlier date as this Debentures is required or permitted to be repaid as provided hereunder (the "MATURITY DATE") and to pay interest to the Holder on the aggregate outstanding principal amount of this Debenture at the rate of 10% per annum, payable on each Conversion Date (as defined herein) (each an "INTEREST PAYMENT DATE") in cash or, if permitted hereunder, shares of Common Stock (as defined in Section 6). Subject to the terms and conditions herein, the decision whether to pay interest hereunder in shares of Common Stock or cash shall be at the discretion of the Company. Not less than five Trading Days (as defined in Section 6) prior to each Interest Payment Date, the Company shall provide the Holder with written notice of its election to pay

interest hereunder in cash or in shares of Common Stock pursuant to the terms of Section 4(a)(i). The Company may indicate in such notice that the election contained in such notice shall continue for later periods until revised. Failure to timely provide such written notice shall be deemed an election by the Company to pay the interest on such Interest Payment Date in shares of Common Stock pursuant to the terms of Section 4(a)(iii). Interest shall be calculated on the basis on a 360-day year and shall accrue daily commencing on the Original Issue Date (as defined in Section 6) until paid in full of the principal sum. Interest hereunder will be paid to the Person (as defined in Section 6) in whose name this Debenture is registered on the records of the Company regarding registration and transfers of Debentures (the "DEBENTURE REGISTER"). All overdue accrued and unpaid interest to be paid in cash hereunder shall entail a late fee at the rate of 15% per annum ("LATE FEE") (or such lower maximum amount of interest permitted to be charged under applicable law) which will accrue daily, from the date such interest is due hereunder through and including the date of payment.

This Debenture is subject to the following additional provisions:

SECTION 1. This Debenture is exchangeable for an equal aggregate principal amount of Debentures of different authorized denominations, as requested by the Holder surrendering the same. No service charge will be made for such registration of transfer or exchange.

SECTION 2. This Debenture has been issued subject to certain investment representations of the original Holder set forth in the Purchase Agreement (as defined in Section 6) and may be transferred or exchanged only in compliance with the Purchase Agreement. Prior to due presentment to the Company for transfer of this Debenture, the Company and any agent of the Company may treat the Person (as defined in Section 6) in whose name this Debenture is duly registered on the Debenture Register as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Debenture is overdue, and neither the Company nor any such agent shall be affected by notice to the contrary.

SECTION 3. EVENTS OF DEFAULT.

(a) "EVENT OF DEFAULT", wherever used herein, means any one of the following events (whatever the reason and whether it shall be voluntary or involuntary or effected by operation of law or pursuant to any judgment, decree or order of any court, or any order, rule or regulation of any administrative or governmental body):

(i) any default in the payment of the principal of, interest on, or Late Fees on or liquidated damages in respect of, any Debentures, free of any claim of subordination, as and when the same shall become due and payable (whether by acceleration or otherwise);

(ii) the Company shall fail to observe or perform any other covenant, agreement contained in, or otherwise commit any breach of any of the Transaction Documents (as defined in Section 6), and such failure or breach shall not have been remedied

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within five days after the date on which notice of such failure or breach shall have been given;

(iii) The representations and warranties of the Company contained in the Purchase Agreement and in this Debenture shall be true and correct in all material respects as of the date when made.

(iv) the Company or any of its subsidiaries shall commence, or there shall be commenced against the Company or any such subsidiary a case under any applicable bankruptcy or insolvency laws as now or hereafter in effect or any successor thereto, or the Company commences any other proceeding under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to the Company or any subsidiary thereof or there is commenced against the Company or any subsidiary thereof any such bankruptcy, insolvency or other proceeding which remains undismissed for a period of 60 days; or the Company or any subsidiary thereof is adjudicated insolvent or bankrupt; or any order of relief or other order approving any such case or proceeding is entered; or the Company or any subsidiary thereof suffers any appointment of any custodian or the like for it or any substantial part of its property which continues undischarged or unstayed for a period of 60 days; or the Company or any subsidiary thereof makes a general assignment for the benefit of creditors; or the Company shall fail to pay, or shall state that it is unable to pay, or shall be unable to pay, its debts generally as they become due; or the Company or any subsidiary thereof shall call a meeting of its creditors with a view to arranging a composition, adjustment or restructuring of its debts; or the Company or any subsidiary thereof shall by any act or failure to act expressly indicate its consent to, approval of or acquiescence in any of the foregoing; or any corporate or other action is taken by the Company or any subsidiary thereof for the purpose of effecting any of the foregoing;

(v) the Company shall default in any of its obligations under any other Debenture or any mortgage, credit agreement or other facility, indenture agreement, factoring agreement or other instrument under which there may be issued (including, without limitation, any credit agreements or other facility and security agreements entered between the Company and Silicon Valley Bank), or by which there may be secured or evidenced any indebtedness for borrowed money or money due in an amount exceeding \$25,000, whether such indebtedness now exists or shall hereafter be created and such default shall result in such indebtedness becoming or

being declared due and payable prior to the date on which it would otherwise become due and payable;

(vi) the Common Stock shall not be eligible for quotation on and quoted for trading on the OTC Bulletin Board ("OTC") or listed for trading on the Nasdaq SmallCap Market, New York Stock Exchange, American Stock Exchange or the Nasdaq National Market (each, a "SUBSEQUENT MARKET") five Trading Days;

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(vii) the Company shall be a party to any Change of Control Transaction (as defined in Section 6), shall agree to sell or dispose all or in excess of 33% of its assets in one or more transactions (whether or not such sale would constitute a Change of Control Transaction), or shall redeem or repurchase more than a de minimis number of shares of Common Stock or other equity securities of the Company (other than redemptions of Underlying Shares (as defined in Section 6));

(viii) an Underlying Shares Registration Statement (as defined in Section 6) shall not have been declared effective by the Commission (as defined in Section 6) on or prior to the 120th day after the Original Issue Date;

(ix) if, during the Effectiveness Period (as defined in the Registration Rights Agreement (as defined in Section 6)), the effectiveness of the Underlying Shares Registration Statement lapses for any reason or the Holder shall not be permitted to resell Registrable Securities (as defined in the Registration Rights Agreement) under the Underlying Shares Registration Statement, in either case, for more than five consecutive Trading Days or an aggregate of eight Trading Days (which need not be consecutive Trading Days);

(x) an Event (as defined in the Registration Rights Agreement) shall not have been cured to the satisfaction of the Holder prior to the expiration of thirty days from the Event Date (as defined in the Registration Rights Agreement) relating thereto (other than an Event resulting from a failure of an Underlying Shares Registration Statement to be declared effective by the Commission on or prior to the 120th day after the Original Issue Date, which shall be covered by Section 3(a)(vii));

(xi) the Company shall fail for any reason to deliver certificates to a Holder prior to the third Trading Day after a Conversion Date pursuant to and in accordance with Section 4(b) or the Company shall provide notice to the Holder, including by way of public announcement, at any time, of its intention not to comply with requests for conversions of any Debentures in accordance with the terms hereof; or

(xi) the Company shall fail for any reason to deliver the

payment in cash pursuant to a Buy-In (as defined herein) within five days after notice is claimed delivered hereunder.

(b) If any Event of Default occurs and is continuing, the full principal amount of this Debenture (and, at the Holder's option, all other Debentures then held by such Holder), together with interest and other amounts owing in respect thereof, to the date of acceleration shall become at the Holder's election, immediately due and payable in cash. The aggregate amount payable upon an Event of Default shall be equal to the sum of: (i) the Mandatory Prepayment Amount (as defined in Section 6) plus (ii) the product of (A) the number of Underlying Shares issued in respect of conversions hereunder within thirty days of the date of a declaration of an Event of Default and then

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held by the Holder and (B) the Per Share Market Value (as defined in Section 6) on the date of default, the date that prepayment is due or the date the full prepayment price is paid, whichever is greatest. Interest shall accrue on the prepayment amount hereunder from the seventh day after such amount is due (being the date of an Event of Default) through the date of prepayment in full thereof at the rate of 15% per annum (or such lesser maximum amount that is permitted to be paid by applicable law), to accrue daily from the date such payment is due hereunder through and including the date of payment. All Debentures and Underlying Shares for which the full prepayment price hereunder shall have been paid in accordance herewith shall promptly be surrendered to or as directed by the Company. The Holder need not provide and the Company hereby waives any presentment, demand, protest or other notice of any kind, and the Holder may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such declaration may be rescinded and annulled by Holder at any time prior to payment hereunder and the Holder shall have all rights as a Debenture holder until such time, if any, as the full payment under this Section shall have been received by it. No such rescission or annulment shall affect any subsequent Event of Default or impair any right consequent thereon.

SECTION 4. CONVERSION.

(a) (i) CONVERSION AT OPTION OF HOLDER. This Debenture shall be convertible into shares of Common Stock at the option of the Holder, in whole or in part at any time and from time to time, after the Original Issue Date (subject to the limitations on conversion set forth in Section 4(a)(ii) hereof). The Holder shall effect conversions by delivering to the Company a completed notice in the form attached hereto as EXHIBIT A (a "CONVERSION NOTICE"), including a completed Conversion Schedule in the form of SCHEDULE 1 to the Conversion Notice (on each Conversion Date, the "CONVERSION SCHEDULE"). The Conversion Schedule shall set forth the remaining principal amount of this Debenture and all accrued and unpaid interest thereon subsequent to the conversion at issue. The date on which a Conversion Notice is delivered is the "CONVERSION DATE." Unless the Holder is converting the entire principal amount

outstanding under this Debenture, the Holder is not be required to physically surrender this Debenture to the Company in order to effect conversions. Subject to Section 4(b), each Conversion Notice, once given, shall be irrevocable. Conversions hereunder shall have the effect of lowering the outstanding principal amount of this Debenture plus all accrued and unpaid interest thereon in an amount equal to the applicable conversion, which shall be evidenced by entries set forth in the Conversion Schedule. The Holder and the Company shall maintain records showing the principal amount converted and the date of such conversions. In the event of any dispute or discrepancy, the records of the Holder shall be controlling and determinative in the absence of manifest error.

(ii) CERTAIN CONVERSION RESTRICTIONS.

(A) A Holder may not convert Debentures or receive shares of Common Stock as payment of interest hereunder to the extent such conversion or receipt of such interest payment would result in the Holder, together with any affiliate thereof, beneficially owning (as determined

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in accordance with Section 13(d) of the Exchange Act (as defined in Section 6) and the rules promulgated thereunder) in excess of 4.999% of the then issued and outstanding shares of Common Stock, including shares issuable upon conversion of, and payment of interest on, the Debentures held by such Holder after application of this Section. If the Holder has delivered a Conversion Notice for a principal amount of Debentures that, without regard to any other shares that the Holder or its affiliates may beneficially own, would result in the issuance in excess of the permitted amount hereunder, the Company shall notify the Holder of this fact and shall honor the conversion for the maximum principal amount permitted to be converted on such Conversion Date in accordance with the periods described in Section 4(b) and, at the option of the Holder, either retain any principal amount tendered for conversion in excess of the permitted amount hereunder for future conversions or return such excess principal amount to the Holder. In the event of a merger or consolidation of the Company with or into another Person, this paragraph shall not apply with respect to a determination of the number of shares of common stock issuable upon conversion in full of the Debenture if such determination is necessary to establish the securities or other assets which the holders of Common Stock shall be entitled to receive upon the effectiveness of such merger or consolidation. The provisions of this Section 4(a)(ii)(A) may be waived by the Holder upon not less than 61 days prior notice to the Company.

(B) A Holder may not convert Debentures or receive shares of Common Stock as payment of interest hereunder to the extent such conversion or receipt of such interest payment would result in the Holder, together with any affiliate thereof, beneficially owning (as determined in accordance with Section 13(d) of the Exchange Act and the rules promulgated thereunder) in excess of 9.999% of the then issued and outstanding shares of Common Stock, including shares issuable upon conversion of, and payment of interest on, the Debentures held by

such Holder after application of this Section. If the Holder has delivered a Conversion Notice for a principal amount of Debentures that, without regard to any other shares that the Holder or its affiliates may beneficially own, would result in the issuance in excess of the permitted amount hereunder, the Company shall notify the Holder of this fact and shall honor the conversion for the maximum principal amount permitted to be converted on such Conversion Date in accordance with the periods described in Section 4(b) and, at the option of the Holder, either retain any principal amount tendered for conversion in excess of the permitted amount hereunder for future conversions or return such excess principal amount to the Holder. In the event of a merger or consolidation of the Company with or into another Person, this paragraph shall not apply with respect to a determination of the number of shares of common stock issuable upon conversion in full of the Debenture if such determination is necessary to establish the securities or other assets which the holders of Common Stock shall be entitled to receive upon the effectiveness of such merger or consolidation. The provisions of this Section 4(a)(ii)(B) may be waived by the Holder upon not less than 61 days prior notice to the Company.

(iii) NUMBER OF UNDERLYING SHARES ISSUABLE UPON CONVERSION. (A) The number of shares of Common Stock issuable upon a conversion hereunder shall be determined by adding the sum of: (i) the quotient obtained by dividing (x) the outstanding principal amount of this Debenture to be converted and (y) the Conversion Price, and (ii) the amount equal to (I) the product

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of (x) the outstanding principal amount of this Debenture to be converted and (y) the product of (1) the quotient obtained by dividing .10 by 360 and (2) the number of days for which such principal amount was outstanding, divided by (II) the Conversion Price on the Conversion Date, PROVIDED, that if the Company shall have elected to pay the interest due on a Conversion Date in cash pursuant to the terms hereof, subsection (ii) shall not be used in the calculation of the number of shares of Common Stock issuable upon a conversion hereunder.

(B) Notwithstanding anything to the contrary contained herein, if on any Conversion Date:

(1) the number of shares of Common Stock at the time authorized, unissued and unreserved for all purposes, or held as treasury stock, is insufficient to pay interest hereunder in shares of Common Stock;

(2) the Underlying Shares issuable for such conversion (including any interest payable in shares) (x) are not registered for resale pursuant to an effective Underlying Shares Registration Statement and (y) may not be sold without volume restrictions pursuant to Rule 144(k) promulgated under the Securities Act;

(3) the Common Stock is not listed or quoted for trading on

the OTC or a Subsequent Market;

(4) the issuance of such shares of Common Stock would result in a violation of Sections 4(a)(ii)(A) or (B),

then, the Company may not pay interest in kind and must pay interest in cash by delivering, within three Trading Days of each applicable Conversion Date, an amount in cash equal to the product of: (a) the outstanding principal amount of the Debentures to be converted on such Conversion Date and (b) the product of (x) the quotient obtained by dividing .10 by 360 and (y) the number of days for which such principal amount was outstanding.

(b) (i) Not later than three Trading Days after any Conversion Date: (i) the Company shall deliver to the Holder a certificate or certificates which shall be free of restrictive legends and trading restrictions (other than those required by Section 3.1(b) of the Purchase Agreement) representing the number of shares of Common Stock issuable upon such conversion in accordance with the terms hereof, and (ii) if accrued interest is paid in cash, the Company will deliver to the Holder a bank check, payable to Holder, in the amount of accrued and unpaid interest. If requested by a Holder, the Company will use its best efforts to deliver conversion shares electronically through the Depository Trust Corporation or another established clearing corporation performing similar functions. If shares of Common Stock issuable following a Conversion Notice are not delivered to or as directed by the Holder by the third Trading Day after a Conversion Date, the Holder shall be entitled by written notice to the Company at any time on or before its receipt of such shares, to rescind such conversion, in which event the Company shall immediately return to the

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Holder a Debenture in principal amount equal to the principal amount, interest and all other amounts due in respect of the Conversion Notice (provided the Holder is converting the entire principal amount outstanding under this Debenture).

(ii) If the Company fails for any reason to deliver to the Holder such certificate or certificates pursuant to Section 4(b)(i) by the third Trading Day after the Conversion Date, the Company shall pay to such Holder, in cash, as liquidated damages and not as a penalty, \$5,000 for each Trading Day after such third Trading Day until such certificates are delivered. Nothing herein shall limit a Holder's right to pursue actual damages or declare an Event of Default pursuant to Section 3 herein for the Company's failure to deliver certificates representing shares of Common Stock upon conversion within the period specified herein and such Holder shall have the right to pursue all remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief. The exercise of any such rights shall not prohibit the Holders from seeking to enforce damages pursuant to any other Section hereof or under applicable law. Further, if the

Company shall not have delivered any cash due in respect of conversions of Debentures or as payment of interest thereon by the third Trading Day after the Conversion Date, the Holder may, by notice to the Company, require the Company to issue shares of Common Stock pursuant to Section 4(c), except that for such purpose the Conversion Price applicable thereto shall be the lesser of the Conversion Price on the Conversion Date and the Conversion Price on the date of such Holder demand. Any such shares will be subject to the provision of this Section.

(iii) In addition to any other rights available to the Holder, if the Company fails for any reason to deliver to the Holder such certificate or certificates pursuant to Section 4(b)(i) by the third Trading Day after the Conversion Date, and if after such third Trading Day the Holder purchases (in an open market transaction or otherwise) Common Stock to deliver in satisfaction of a sale by such Holder of the Underlying Shares which the Holder anticipated receiving upon such conversion (a "BUY-IN"), then the Company shall (A) pay in cash to the Holder (in addition to any remedies available to or elected by the Holder) the amount by which (x) the Holder's total purchase price (including brokerage commissions, if any) for the Common Stock so purchased exceeds (y) the product of (1) the aggregate number of shares of Common Stock that such Holder anticipated receiving from the conversion at issue multiplied by (2) the market price of the Common Stock at the time of the sale giving rise to such purchase obligation and (B) at the option of the Holder, either reissue Debentures in principal amount equal to the principal amount of the attempted conversion or deliver to the Holder the number of shares of Common Stock that would have been issued had the Company timely complied with its delivery requirements under Section 4(b)(i). For example, if the Holder purchases Common Stock having a total purchase price of \$11,000 to cover a Buy-In with respect to an attempted conversion of Debentures with respect to which the market price of the Underlying Shares on the date of conversion was a total of \$10,000 under clause (A) of the immediately preceding sentence, the Company shall be required to pay the Holder \$1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In. Notwithstanding anything contained herein to the contrary, if a Holder requires the Company to make payment in respect of a Buy-In for the failure to timely deliver certificates hereunder and the Company timely pays in full such payment, the Company shall not be

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required to pay such Holder liquidated damages under Section 4(b)(ii) in respect of the certificates resulting in such Buy-In.

(c) (i) The conversion price (the "CONVERSION PRICE") in effect on any Conversion Date shall be the lesser of (1) \$0.85 (the "INITIAL CONVERSION PRICE"), and (2) 60% of the average of the lowest three inter-day trading prices (which need not occur on consecutive Trading Days but which one or more may occur on the same Trading Day) during the twenty Trading Days immediately preceding the applicable Conversion Date (which may include Trading Days prior

to the Original Issue Date), PROVIDED, that such twenty Trading Day period shall be extended for the number of Trading Days during such period in which: (A) trading in the Common Stock is suspended by, or not traded on, the OTC or a Subsequent Market on which the Common Stock is then listed, or (B) after the date declared effective by the Commission, the Underlying Shares Registration Statement is either not effective or the Prospectus included in the Underlying Shares Registration Statement may not be used by the Holder for the resale of Underlying Shares.

(ii) If the Company, at any time while the Debentures are outstanding: (a) shall pay a stock dividend or otherwise make a distribution or distributions on shares of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock, (b) subdivide outstanding shares of Common Stock into a larger number of shares, (c) combine (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (d) issue by reclassification of shares of the Common Stock any shares of capital stock of the Company, then the Initial Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding before such event and of which the denominator shall be the number of shares of Common Stock outstanding after such event. Any adjustment made pursuant to this Section shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

(iii) If the Company, at any time while Debentures are outstanding, shall issue rights, options or warrants to all holders of Common Stock (and not to Holders) entitling them to subscribe for or purchase shares of Common Stock at a price per share less than the Per Share Market Value at the record date mentioned below, then the Conversion Price shall be multiplied by a fraction, of which the denominator shall be the number of shares of the Common Stock (excluding treasury shares, if any) outstanding on the date of issuance of such rights or warrants plus the number of additional shares of Common Stock offered for subscription or purchase, and of which the numerator shall be the number of shares of the Common Stock (excluding treasury shares, if any) outstanding on the date of issuance of such rights or warrants plus the number of shares which the aggregate offering price of the total number of shares so offered would purchase at such Per Share Market Value. Such adjustment shall be made whenever such rights or warrants are issued, and shall become effective immediately after the record date for the determination of stockholders entitled to receive such rights, options or warrants. However, upon the expiration of any such right, option or warrant to purchase shares of the Common Stock the issuance of which resulted in an adjustment

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in the Conversion Price pursuant to this Section, if any such right, option or warrant shall expire and shall not have been exercised, the Conversion Price

shall immediately upon such expiration be recomputed and effective immediately upon such expiration be increased to the price which it would have been (but reflecting any other adjustments in the Conversion Price made pursuant to the provisions of this Section after the issuance of such rights or warrants) had the adjustment of the Conversion Price made upon the issuance of such rights, options or warrants been made on the basis of offering for subscription or purchase only that number of shares of the Common Stock actually purchased upon the exercise of such rights, options or warrants actually exercised.

(iv) If the Company or any subsidiary thereof, as applicable with respect to Common Stock Equivalents (as defined below), at any time while Debentures are outstanding, shall issue shares of Common Stock or rights, warrants, options or other securities or debt that are convertible into or exchangeable for shares of Common Stock ("COMMON STOCK EQUIVALENTS") entitling any Person to acquire shares of Common Stock, at a price per share less than the Conversion Price then the Conversion Price shall be adjusted to mirror the conversion, exchange or purchase price for such Common Stock or Common Stock Equivalents (including any reset provisions thereof) at issue. If the holder of the Common Stock or Common Stock Equivalent so issued shall at any time, whether by operation of purchase price adjustments, reset provisions, floating conversion, exercise or exchange prices or otherwise, or due to warrants, options or rights per share which is issued in connection with such issuance, be entitled to receive shares of Common Stock at a price per share which is less than the Conversion Price, such issuance shall be deemed to have occurred for less than the Conversion Price. Such adjustment shall be made whenever such Common Stock or Common Stock Equivalents are issued. The Company shall notify the Holder in writing, no later than the business day following the issuance of any Common Stock or Common Stock Equivalent subject to this section, indicating therein the applicable issuance price, or of applicable reset price, exchange price, conversion price and other pricing terms. No adjustment under this Section shall be made as a result of issuances and exercises of options to purchase shares of Common Stock issued for compensatory purposes pursuant to any of the Company's stock option or stock purchase plans.

(v) If the Company, at any time while Debentures are outstanding, shall distribute to all holders of Common Stock (and not to Holders) evidences of its indebtedness or assets or rights or warrants to subscribe for or purchase any security, then in each such case the Conversion Price at which Debentures shall thereafter be convertible shall be determined by multiplying the Conversion Price in effect immediately prior to the record date fixed for determination of stockholders entitled to receive such distribution by a fraction of which the denominator shall be the Per Share Market Value determined as of the record date mentioned above, and of which the numerator shall be such Per Share Market Value on such record date less the then fair market value at such record date of the portion of such assets or evidence of indebtedness so distributed applicable to one outstanding share of the Common Stock as determined by the Board of Directors in good faith. In either case the adjustments shall be described in a statement provided to the Holders of the portion of assets or evidences of indebtedness so distributed or such subscription rights applicable

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to one share of Common Stock. Such adjustment shall be made whenever any such distribution is made and shall become effective immediately after the record date mentioned above.

(vi) In case of any reclassification of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is converted into other securities, cash or property, the Holders shall have the right thereafter to, at their option, (A) convert the then outstanding principal amount, together with all accrued but unpaid interest and any other amounts then owing hereunder in respect of this Debenture only into the shares of stock and other securities, cash and property receivable upon or deemed to be held by holders of the Common Stock following such reclassification or share exchange, and the Holders of the Debentures shall be entitled upon such event to receive such amount of securities, cash or property as the shares of the Common Stock of the Company into which the then outstanding principal amount, together with all accrued but unpaid interest and any other amounts then owing hereunder in respect of this Debenture could have been converted immediately prior to such reclassification or share exchange would have been entitled or (B) require the Company to prepay the aggregate of its outstanding principal amount of Debentures, plus all interest and other amounts due and payable thereon, at a price determined in accordance with Section 3(b). The entire prepayment price shall be paid in cash. This provision shall similarly apply to successive reclassifications or share exchanges.

(vii) All calculations under this Section 4 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. No adjustments in either the Conversion Price or the Initial Conversion Price shall be required if such adjustment is less than \$0.01; PROVIDED, HOWEVER, that any adjustments which by reason of this Section are not required to be made shall be carried forward and taken into account in any subsequent adjustment.

(viii) Whenever either the Initial Conversion Price or the Conversion Price is adjusted pursuant to any of Section 4(c)(ii) - (v), the Company shall promptly mail to each Holder a notice setting forth the Initial Conversion Price or Conversion Price (as applicable) after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

(ix) If (A) the Company shall declare a dividend (or any other distribution) on the Common Stock; (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock; (C) the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights; (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, of any compulsory share exchange whereby the Common Stock is converted into other

securities, cash or property; (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company; then, in each case, the Company shall cause to be filed at each office or agency maintained for the purpose of conversion of the Debentures, and shall cause to be mailed to the Holders at their last addresses as they shall appear upon the stock books of the Company, at least 20 calendar days prior to the applicable record or effective date

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hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; PROVIDED, that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice. Holders are entitled to convert Debentures during the 20-day period commencing the date of such notice to the effective date of the event triggering such notice.

(x) In case of any (1) merger or consolidation of the Company with or into another Person, or (2) sale by the Company of more than one-half of the assets of the Company in one or a series of related transactions, a Holder shall have the right to (A) exercise any rights under Section 3(b), (B) convert its aggregate principal amount of Debentures then outstanding into the shares of stock and other securities, cash and property receivable upon or deemed to be held by holders of Common Stock following such merger, consolidation or sale, and such Holder shall be entitled upon such event or series of related events to receive such amount of securities, cash and property as the shares of Common Stock into which such aggregate principal amount of Debentures could have been converted immediately prior to such merger, consolidation or sales would have been entitled, or (C) in the case of a merger or consolidation, require the surviving entity to issue to the Holder convertible debentures with a principal amount equal to the aggregate principal amount of Debentures then held by such Holder, plus all accrued and unpaid interest and other amounts owing thereon, which newly issued convertible debentures shall have terms identical (including with respect to conversion) to the terms of this Debenture, and shall be entitled to all of the rights and privileges of a Holder of Debentures set forth herein and the agreements pursuant to which the Debentures were issued. In the case of clause (C), the conversion price applicable for the newly issued shares of convertible preferred stock or convertible debentures shall be based upon the amount of securities, cash and property that each share of Common Stock would receive in such transaction and the Conversion Price in effect immediately prior

to the effectiveness or closing date for such transaction. The terms of any such merger, sale or consolidation shall include such terms so as to continue to give the Holders the right to receive the securities, cash and property set forth in this Section upon any conversion or redemption following such event. This provision shall similarly apply to successive such events.

(d) The Company covenants that it will at all times reserve and keep available out of its authorized and unissued shares of Common Stock solely for the purpose of issuance upon conversion of the Debentures and payment of interest on the Debentures, each as herein provided, free from preemptive rights or any other actual contingent purchase rights of persons other than the Holders, not less than such number of shares of the Common Stock as shall (subject to any additional requirements of the Company as to reservation of such shares set forth in the Purchase Agreement)

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be issuable upon the conversion of the outstanding principal amount of the Debentures and payment of interest hereunder. The Company covenants that all shares of Common Stock that shall be so issuable shall, upon issue, be duly and validly authorized, issued and fully paid, nonassessable and, if the Underlying Shares Registration Statement has been declared effective under the Securities Act, registered for public sale in accordance with such Underlying Shares Registration Statement.

(e) Upon a conversion hereunder the Company shall not be required to issue stock certificates representing fractions of shares of the Common Stock, but may if otherwise permitted, make a cash payment in respect of any final fraction of a share based on the Per Share Market Value at such time. If the Company elects not, or is unable, to make such a cash payment, the Holder shall be entitled to receive, in lieu of the final fraction of a share, one whole share of Common Stock.

(f) The issuance of certificates for shares of the Common Stock on conversion of the Debentures shall be made without charge to the Holders thereof for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such certificate, provided that the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the Holder of such Debentures so converted and the Company shall not be required to issue or deliver such certificates unless or until the person or persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

(g) Any and all notices or other communications or deliveries to be provided by the Holders hereunder, including, without limitation, any Conversion Notice, shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service or sent by certified or

registered mail, postage prepaid, addressed to the Company, at 2100 Highway 360, Suite 400-B, Grand Prairie, Texas 75050, Facsimile No.: (972) 641 5647, Attn: Milton Cotter, Chief Executive Officer, or such other address or facsimile number as the Company may specify for such purposes by notice to the Holders delivered in accordance with this Section, with a copy to (other than for Conversion Notices) Frederick C. Summers, III, 8235 Douglas Avenue, Suite 1111, Dallas, Texas 75225, Facsimile: (214) 750-3650. Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, addressed to each Holder at the facsimile telephone number or address of such Holder appearing on the books of the Company, or if no such facsimile telephone number or address appears, at the principal place of business of the Holder. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section prior to 6:30 p.m. (New York City time), (ii) the date after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section later than 6:30 p.m. (New York City time) on any date and earlier than 11:59 p.m. (New York City time) on such date, (iii) four days after deposit in the United States mail, (iv) the Business Day following the date of mailing, if sent by nationally recognized overnight

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courier service, or (v) upon actual receipt by the party to whom such notice is required to be given.

SECTION 5. OPTIONAL PREPAYMENT. During the 30 days immediately following the Original Issue Date of this Debenture, the Company shall have the right to prepay all or any portion of the outstanding principal amount of this Debenture for which Conversion Notices have not previously been delivered by delivery of the prepayment price to the Holder together with a written accounting of the principal amount to be prepaid plus other amounts owing thereon. The prepayment price applicable to prepayments under this Section must accompany the notice of intention to prepay. The prepayment price shall equal 135% of the principal amount of the Debentures to be prepaid, and 135% of all unpaid and accrued interest thereon. Upon receipt of the prepayment price for a prepayment under this Section, the Holder shall: (i) if such prepayment is only for a portion of the principal amount then outstanding under this Debenture, promptly deliver to the Company a revised Conversion Schedule reflecting such prepayment or (ii) if such prepayment is for the entire then outstanding principal amount under this Debenture, promptly deliver this Debenture, marked paid in full. The Holder need not deliver any Debentures and shall still have rights as a Debenture holder until the full prepayment price hereunder is properly received by it.

SECTION 6. DEFINITIONS. For the purposes hereof, the following terms shall have the following meanings:

"BUSINESS DAY" means any day except Saturday, Sunday and any day which shall be a federal legal holiday in the United States or a day on which banking institutions in the State of New York or the State of Texas are authorized or required by law or other government action to close.

"CHANGE OF CONTROL TRANSACTION" means the occurrence of any of (i) an acquisition after the date hereof by an individual or legal entity or "group" (as described in Rule 13d-5(b)(1) promulgated under the Exchange Act) of effective control (whether through legal or beneficial ownership of capital stock of the Company, by contract or otherwise) of in excess of 33% of the voting securities of the Company, (ii) a replacement at one time or over time of more than one-half of the members of the Company's board of directors which is not approved by a majority of those individuals who are members of the board of directors on the date hereof (or by those individuals who are serving as members of the board of directors on any date whose nomination to the board of directors was approved by a majority of the members of the board of directors who are members on the date hereof), (iii) the merger of the Company with or into another entity that is not wholly-owned by the Company, consolidation or sale of 50% or more of the assets of the Company in one or a series of related transactions, or (iv) the execution by the Company of an agreement to which the Company is a party or by which it is bound, providing for any of the events set forth above in (i), (ii) or (iii).

"COMMISSION" means the Securities and Exchange Commission.

"COMMON STOCK" means the common stock, \$.001 par value, of the Company and stock of any other class into which such shares may hereafter have been reclassified or changed.

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"EXCHANGE ACT" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"MANDATORY PREPAYMENT AMOUNT" for any Debentures shall equal the sum of (i) the greater of: (A) 130% of the principal amount of Debentures to be prepaid, plus all accrued and unpaid interest thereon, and (B) the principal amount of Debentures to be prepaid, plus all accrued and unpaid interest thereon, divided by the Conversion Price on (x) the date the Mandatory Prepayment Amount is demanded or otherwise due or (y) the date the Mandatory Prepayment Amount is paid in full, whichever price is less, multiplied by the Per Share Market Value on (x) the date the Mandatory Prepayment Amount is demanded or otherwise due or (y) the date the Mandatory Prepayment Amount is paid in full, whichever price is greater, and (ii) all other amounts, costs, expenses and liquidated damages due in respect of such Debentures.

"ORIGINAL ISSUE DATE" shall mean the date of the first issuance of the Debentures regardless of the number of transfers of any Debenture and regardless

of the number of instruments which may be issued to evidence such Debenture.

"PER SHARE MARKET VALUE" means on any particular date (a) the closing bid price per share of Common Stock on such date on the Subsequent Market on which the shares of Common Stock are then listed or quoted (as reported by Bloomberg L.P. at 4:15 PM (New York time) for the closing sales price for regular session trading on such day), or if there is no such price on such date, then the closing bid price on the Subsequent Market on the date nearest preceding such date (as reported by Bloomberg L.P. at 4:15 PM (New York time) for the closing sales price for regular session trading on such day), or (b) if the shares of Common Stock are not then listed or quoted on a Subsequent Market, the closing bid price for a share of Common Stock in the OTC, as reported by the National Quotation Bureau Incorporated or similar organization or agency succeeding to its functions of reporting prices) at the close of business on such date, or (c) if the shares of Common Stock are not then reported by the National Quotation Bureau Incorporated (or similar organization or agency succeeding to its functions of reporting prices), then the average of the "Pink Sheet" quotes for the relevant conversion period, as determined in good faith by the Holder, or (d) if the shares of Common Stock are not then publicly traded the fair market value of a share of Common Stock as determined by an Appraiser selected in good faith by the Holders of a majority in interest of the principal amount of Debentures then outstanding.

"PERSON" means a corporation, an association, a partnership, organization, a business, an individual, a government or political subdivision thereof or a governmental agency.

"PURCHASE AGREEMENT" means the Secured Convertible Debenture Purchase and Exchange Agreement, dated as of the Original Issue Date, to which the Company and the original Holder are parties, as amended, modified or supplemented from time to time in accordance with its terms.

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"REGISTRATION RIGHTS AGREEMENT" means the Registration Rights Agreement, dated as of the Original Issue Date, to which the Company and the original Holder are parties, as amended, modified or supplemented from time to time in accordance with its terms.

"SECURITIES ACT" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"TRADING DAY" means (a) a day on which the shares of Common Stock are traded on the OTC or on such Subsequent Market on which the shares of Common Stock are then listed or quoted, or (b) if the shares of Common Stock are not listed on a Subsequent Market, a day on which the shares of Common Stock are traded in the over-the-counter market, as reported by the OTC, or (c) if the shares of Common Stock are not quoted on the OTC, a day on which the shares of Common Stock are quoted in the over-the-counter market as reported by the

National Quotation Bureau Incorporated (or any similar organization or agency succeeding its functions of reporting prices); PROVIDED, that in the event that the shares of Common Stock are not listed or quoted as set forth in (a), (b) and (c) hereof, then Trading Day shall mean any day except a Business Day.

"TRANSACTION DOCUMENTS" shall have the meaning set forth in the Purchase Agreement.

"UNDERLYING SHARES" means the shares of Common Stock issuable upon conversion of Debentures and as payment of interest in accordance with the terms hereof.

"UNDERLYING SHARES REGISTRATION STATEMENT" means a registration statement meeting the requirements set forth in the Registration Rights Agreement, covering among other things the resale of the Underlying Shares and naming the Holder as a "selling stockholder" thereunder.

SECTION 7. Except as expressly provided herein, no provision of this Debenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, interest and liquidated damages (if any) on, this Debenture at the time, place, and rate, and in the coin or currency, herein prescribed. This Debenture is a direct obligation of the Company. This Debenture ranks PARI PASSU with all other Debentures now or hereafter issued under the terms set forth herein. As long as there are Debentures outstanding, the Company shall not and shall cause its subsidiaries not to, without the consent of the Holders, (i) amend its certificate of incorporation, bylaws or other charter documents so as to adversely affect any rights of the Holders; (ii) repay, repurchase or offer to repay, repurchase or otherwise acquire shares of its Common Stock or other equity securities other than as to the Underlying Shares to the extent permitted or required under the Transaction Documents; or (iii) enter into any agreement with respect to any of the foregoing. The Company may only voluntarily prepay the outstanding principal amount on the Debentures in accordance with Section 5 hereof.

SECTION 8. This Debenture shall not entitle the Holder to any of the rights of a stockholder of the Company, including without limitation, the right to vote, to receive dividends and other distributions, or to receive any notice of, or to attend, meetings of stockholders or any other

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proceedings of the Company, unless and to the extent converted into shares of Common Stock in accordance with the terms hereof.

SECTION 9. If this Debenture shall be mutilated, lost, stolen or destroyed, the Company shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated Debenture, or in lieu of or in substitution for a lost, stolen or destroyed debenture, a new Debenture for the principal amount of this Debenture so mutilated, lost, stolen or destroyed but

only upon receipt of evidence of such loss, theft or destruction of such Debenture, and of the ownership hereof, and indemnity, if requested, all reasonably satisfactory to the Company.

SECTION 10. No indebtedness of the Company is senior to this Debenture in right of payment, whether with respect to interest, damages or upon liquidation or dissolution or otherwise. The Company will not and will not permit any of its subsidiaries to, directly or indirectly, enter into, create, incur, assume or suffer to exist any indebtedness of any kind, on or with respect to any of its property or assets now owned or hereafter acquired or any interest therein or any income or profits therefrom that is senior in any respect to the Company's obligations under the Debentures.

SECTION 11. This Debenture shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Debenture (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, employees or agents) shall be commenced in the state and federal courts sitting in the City of New York, Borough of Manhattan. Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of the any of this Debenture), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Debenture and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Each party hereto (including its affiliates, agents, officers, directors and employees) hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Debenture or the transactions contemplated hereby. If either party shall commence an action or proceeding to enforce any provisions of this Debenture, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its attorneys fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

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SECTION 12. Any waiver by the Company or the Holder of a breach of any

provision of this Debenture shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Debenture. The failure of the Company or the Holder to insist upon strict adherence to any term of this Debenture on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Debenture. Any waiver must be in writing.

SECTION 13. If any provision of this Debenture is invalid, illegal or unenforceable, the balance of this Debenture shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder shall violate applicable laws governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum permitted rate of interest. The Company covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law or other law which would prohibit or forgive the Company from paying all or any portion of the principal of or interest on the Debentures as contemplated herein, wherever enacted, now or at any time hereafter in force, or which may affect the covenants or the performance of this indenture, and the Company (to the extent it may lawfully do so) hereby expressly waives all benefits or advantage of any such law, and covenants that it will not, by resort to any such law, hinder, delay or impeded the execution of any power herein granted to the Holder, but will suffer and permit the execution of every such as though no such law has been enacted.

SECTION 14. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

SECTION 15. The payment obligations under this Debenture and the obligations of the Company to the Holder arising upon the conversion of all or any of the Debentures in accordance with the provisions hereof are secured pursuant to the Security Agreement (as defined in the Purchase Agreement).

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SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Company has caused this Secured Convertible Debenture to be duly executed by a duly authorized officer as of the date first above indicated.

SILVER RAMONA MINING, INC.

By: _____
Milton Cotter
Chief Executive Officer

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EXHIBIT A

NOTICE OF CONVERSION

The undersigned hereby elects to convert principal and, if specified, interest under the 10% Secured Convertible Debenture of Silver Ramona Mining, Inc. (the "Company") due June 29, 2003 into shares of common stock, \$.001 par value (the "Common Stock"), of the Company according to the conditions hereof, as of the date written below. If shares are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. No fee will be charged to the holder for any conversion, except for such transfer taxes, if any.

Conversion calculations:

Date to Effect Conversion

Principal Amount of Debentures to be Converted

Number of shares of Common Stock to be Issued

Applicable Conversion Price

Signature

Name

Address

| | By the delivery of this Notice of Conversion the undersigned represents and warrants to the Company that its shares ownership of the Company's Common Stock does not exceed the amounts determined in accordance with Section 13(d) of the Exchange Act, specified under Section 4(c)(i) of this Debenture.

SCHEDULE 1

CONVERSION SCHEDULE

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Silver Ramona Mining, Inc.

10% Secured Convertible Debentures due June 29, 2003, in the aggregate principal

<Caption>

Date of Conversion (or for first entry, Original Issue Date)	Amount of Conversion	Aggregate Principal Amount Remaining Subsequent to Conversion (or original Principal Amount)	Company Attest
<S>	<C>	<C>	<C>

</Table>

NEITHER THIS DEBENTURE NOR THE SECURITIES INTO WHICH THIS DEBENTURE IS CONVERTIBLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY.

No. 4

ORIGINAL ISSUE DATE: JUNE 29, 2001

DATE OF AMENDMENT: JULY 16, 2001

\$398,829.30

ACHIEVEMENT TEC HOLDINGS, INC.
AMENDED AND RESTATED
10% SECURED CONVERTIBLE DEBENTURE
DUE JUNE 29, 2003

THIS DEBENTURE is one of a series of duly authorized debentures of Achievement Tec Holdings, Inc. (f/k/a Silver Ramona Mining, Inc.), a Delaware corporation, having a principal place of business at 2100 Highway 360, Suite 400-B, Grand Prairie, Texas 75050 (the "COMPANY"), designated as its 10% Secured Convertible Debentures, due June 29, 2003, in the aggregate principal amount for all such debentures of One Million One Hundred Ninety Two Thousand Nine Hundred Forty Nine and 9/100 Dollars (\$1,192,949.09) (the "DEBENTURES"). All references herein to dollars (\$) are to US\$ (United States Dollars), unless otherwise specified.

FOR VALUE RECEIVED, the Company promises to pay to AJW Partners, LLC or its registered assigns (the "HOLDER"), the principal sum of \$398,829.30, on June 29, 2003 or such earlier date as this Debentures is required or permitted to be repaid as provided hereunder (the "MATURITY DATE") and to pay interest to the Holder on the aggregate outstanding principal amount of this Debenture at the rate of 10% per annum, payable on each Conversion Date (as defined herein) (each an "INTEREST PAYMENT DATE") in cash or, if permitted hereunder, shares of Common Stock (as defined in Section 6). Subject to the terms and conditions herein, the decision whether to pay interest hereunder in shares of Common Stock or cash shall be at the discretion of the Company. Not less than five Trading Days (as defined in Section 6) prior to each Interest Payment Date, the Company shall provide the Holder with written notice of its election to pay interest hereunder in cash or in

shares of Common Stock pursuant to the terms of Section 4(a)(i). The Company may indicate in such notice that the election contained in such notice shall continue for later periods until revised. Failure to timely provide such written notice shall be deemed an election by the Company to pay the interest on such Interest Payment Date in shares of Common Stock pursuant to the terms of Section 4(a)(iii). Interest shall be calculated on the basis on a 360-day year and shall accrue daily commencing on the Original Issue Date (as defined in Section 6) until paid in full of the principal sum. Interest hereunder will be paid to the Person (as defined in Section 6) in whose name this Debenture is registered on the records of the Company regarding registration and transfers of Debentures (the "DEBENTURE REGISTER"). All overdue accrued and unpaid interest to be paid in cash hereunder shall entail a late fee at the rate of 15% per annum ("LATE FEE") (or such lower maximum amount of interest permitted to be charged under applicable law) which will accrue daily, from the date such interest is due hereunder through and including the date of payment.

This Debenture is subject to the following additional provisions:

SECTION 1. This Debenture is exchangeable for an equal aggregate principal amount of Debentures of different authorized denominations, as requested by the Holder surrendering the same. No service charge will be made for such registration of transfer or exchange.

SECTION 2. This Debenture has been issued subject to certain investment representations of the original Holder set forth in the Purchase Agreement (as defined in Section 6) and may be transferred or exchanged only in compliance with the Purchase Agreement. Prior to due presentment to the Company for transfer of this Debenture, the Company and any agent of the Company may treat the Person (as defined in Section 6) in whose name this Debenture is duly registered on the Debenture Register as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Debenture is overdue, and neither the Company nor any such agent shall be affected by notice to the contrary.

SECTION 3. EVENTS OF DEFAULT.

(a) "EVENT OF DEFAULT", wherever used herein, means any one of the following events (whatever the reason and whether it shall be voluntary or involuntary or effected by operation of law or pursuant to any judgment, decree or order of any court, or any order, rule or regulation of any administrative or governmental body):

(i) any default in the payment of the principal of, interest on, or Late Fees on or liquidated damages in respect of, any Debentures, free of any claim of subordination, as and when the same shall become due and payable (whether by acceleration or otherwise);

(ii) the Company shall fail to observe or perform any other

covenant, agreement contained in, or otherwise commit any breach of any of the Transaction Documents (as defined in Section 6), and such failure or breach shall not have been remedied

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within five days after the date on which notice of such failure or breach shall have been given;

(iii) The representations and warranties of the Company contained in the Purchase Agreement and in this Debenture shall be true and correct in all material respects as of the date when made.

(iv) the Company or any of its subsidiaries shall commence, or there shall be commenced against the Company or any such subsidiary a case under any applicable bankruptcy or insolvency laws as now or hereafter in effect or any successor thereto, or the Company commences any other proceeding under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to the Company or any subsidiary thereof or there is commenced against the Company or any subsidiary thereof any such bankruptcy, insolvency or other proceeding which remains undismissed for a period of 60 days; or the Company or any subsidiary thereof is adjudicated insolvent or bankrupt; or any order of relief or other order approving any such case or proceeding is entered; or the Company or any subsidiary thereof suffers any appointment of any custodian or the like for it or any substantial part of its property which continues undischarged or unstayed for a period of 60 days; or the Company or any subsidiary thereof makes a general assignment for the benefit of creditors; or the Company shall fail to pay, or shall state that it is unable to pay, or shall be unable to pay, its debts generally as they become due; or the Company or any subsidiary thereof shall call a meeting of its creditors with a view to arranging a composition, adjustment or restructuring of its debts; or the Company or any subsidiary thereof shall by any act or failure to act expressly indicate its consent to, approval of or acquiescence in any of the foregoing; or any corporate or other action is taken by the Company or any subsidiary thereof for the purpose of effecting any of the foregoing;

(v) the Company shall default in any of its obligations under any other Debenture or any mortgage, credit agreement or other facility, indenture agreement, factoring agreement or other instrument under which there may be issued (including, without limitation, any credit agreements or other facility and security agreements entered between the Company and Silicon Valley Bank), or by which there may be secured or evidenced any indebtedness for borrowed money or money due in an amount exceeding \$25,000, whether such indebtedness now exists or shall hereafter be created and such default shall result in such indebtedness becoming or being declared due and payable prior to the date on which it would

otherwise become due and payable;

(vi) the Common Stock shall not be eligible for quotation on and quoted for trading on the OTC Bulletin Board ("OTC") or listed for trading on the Nasdaq SmallCap Market, New York Stock Exchange, American Stock Exchange or the Nasdaq National Market (each, a "SUBSEQUENT MARKET") five Trading Days;

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(vii) the Company shall be a party to any Change of Control Transaction (as defined in Section 6), shall agree to sell or dispose all or in excess of 33% of its assets in one or more transactions (whether or not such sale would constitute a Change of Control Transaction), or shall redeem or repurchase more than a de minimis number of shares of Common Stock or other equity securities of the Company (other than redemptions of Underlying Shares (as defined in Section 6));

(viii) an Underlying Shares Registration Statement (as defined in Section 6) shall not have been declared effective by the Commission (as defined in Section 6) on or prior to the 120th day after the Original Issue Date;

(ix) if, during the Effectiveness Period (as defined in the Registration Rights Agreement (as defined in Section 6)), the effectiveness of the Underlying Shares Registration Statement lapses for any reason or the Holder shall not be permitted to resell Registrable Securities (as defined in the Registration Rights Agreement) under the Underlying Shares Registration Statement, in either case, for more than five consecutive Trading Days or an aggregate of eight Trading Days (which need not be consecutive Trading Days);

(x) an Event (as defined in the Registration Rights Agreement) shall not have been cured to the satisfaction of the Holder prior to the expiration of thirty days from the Event Date (as defined in the Registration Rights Agreement) relating thereto (other than an Event resulting from a failure of an Underlying Shares Registration Statement to be declared effective by the Commission on or prior to the 120th day after the Original Issue Date, which shall be covered by Section 3(a)(vii));

(xi) the Company shall fail for any reason to deliver certificates to a Holder prior to the third Trading Day after a Conversion Date pursuant to and in accordance with Section 4(b) or the Company shall provide notice to the Holder, including by way of public announcement, at any time, of its intention not to comply with requests for conversions of any Debentures in accordance with the terms hereof; or

(xi) the Company shall fail for any reason to deliver the payment in cash pursuant to a Buy-In (as defined herein) within five days

after notice is claimed delivered hereunder.

(b) If any Event of Default occurs and is continuing, the full principal amount of this Debenture (and, at the Holder's option, all other Debentures then held by such Holder), together with interest and other amounts owing in respect thereof, to the date of acceleration shall become at the Holder's election, immediately due and payable in cash. The aggregate amount payable upon an Event of Default shall be equal to the sum of: (i) the Mandatory Prepayment Amount (as defined in Section 6) plus (ii) the product of (A) the number of Underlying Shares issued in respect of conversions hereunder within thirty days of the date of a declaration of an Event of Default and then

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held by the Holder and (B) the Per Share Market Value (as defined in Section 6) on the date of default, the date that prepayment is due or the date the full prepayment price is paid, whichever is greatest. Interest shall accrue on the prepayment amount hereunder from the seventh day after such amount is due (being the date of an Event of Default) through the date of prepayment in full thereof at the rate of 15% per annum (or such lesser maximum amount that is permitted to be paid by applicable law), to accrue daily from the date such payment is due hereunder through and including the date of payment. All Debentures and Underlying Shares for which the full prepayment price hereunder shall have been paid in accordance herewith shall promptly be surrendered to or as directed by the Company. The Holder need not provide and the Company hereby waives any presentment, demand, protest or other notice of any kind, and the Holder may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such declaration may be rescinded and annulled by Holder at any time prior to payment hereunder and the Holder shall have all rights as a Debenture holder until such time, if any, as the full payment under this Section shall have been received by it. No such rescission or annulment shall affect any subsequent Event of Default or impair any right consequent thereon.

SECTION 4. CONVERSION.

(a) (i) CONVERSION AT OPTION OF HOLDER. This Debenture shall be convertible into shares of Common Stock at the option of the Holder, in whole or in part at any time and from time to time, after the Original Issue Date (subject to the limitations on conversion set forth in Section 4(a)(ii) hereof). The Holder shall effect conversions by delivering to the Company a completed notice in the form attached hereto as EXHIBIT A (a "CONVERSION NOTICE"), including a completed Conversion Schedule in the form of SCHEDULE 1 to the Conversion Notice (on each Conversion Date, the "CONVERSION SCHEDULE"). The Conversion Schedule shall set forth the remaining principal amount of this Debenture and all accrued and unpaid interest thereon subsequent to the conversion at issue. The date on which a Conversion Notice is delivered is the "CONVERSION DATE." Unless the Holder is converting the entire principal amount outstanding under this Debenture, the Holder is not be required to physically

surrender this Debenture to the Company in order to effect conversions. Subject to Section 4(b), each Conversion Notice, once given, shall be irrevocable. Conversions hereunder shall have the effect of lowering the outstanding principal amount of this Debenture plus all accrued and unpaid interest thereon in an amount equal to the applicable conversion, which shall be evidenced by entries set forth in the Conversion Schedule. The Holder and the Company shall maintain records showing the principal amount converted and the date of such conversions. In the event of any dispute or discrepancy, the records of the Holder shall be controlling and determinative in the absence of manifest error.

(ii) CERTAIN CONVERSION RESTRICTIONS.

(A) A Holder may not convert Debentures or receive shares of Common Stock as payment of interest hereunder to the extent such conversion or receipt of such interest payment would result in the Holder, together with any affiliate thereof, beneficially owning (as determined

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in accordance with Section 13(d) of the Exchange Act (as defined in Section 6) and the rules promulgated thereunder) in excess of 4.999% of the then issued and outstanding shares of Common Stock, including shares issuable upon conversion of, and payment of interest on, the Debentures held by such Holder after application of this Section. If the Holder has delivered a Conversion Notice for a principal amount of Debentures that, without regard to any other shares that the Holder or its affiliates may beneficially own, would result in the issuance in excess of the permitted amount hereunder, the Company shall notify the Holder of this fact and shall honor the conversion for the maximum principal amount permitted to be converted on such Conversion Date in accordance with the periods described in Section 4(b) and, at the option of the Holder, either retain any principal amount tendered for conversion in excess of the permitted amount hereunder for future conversions or return such excess principal amount to the Holder. In the event of a merger or consolidation of the Company with or into another Person, this paragraph shall not apply with respect to a determination of the number of shares of common stock issuable upon conversion in full of the Debenture if such determination is necessary to establish the securities or other assets which the holders of Common Stock shall be entitled to receive upon the effectiveness of such merger or consolidation. The provisions of this Section 4(a)(ii)(A) may be waived by the Holder upon not less than 61 days prior notice to the Company.

(B) A Holder may not convert Debentures or receive shares of Common Stock as payment of interest hereunder to the extent such conversion or receipt of such interest payment would result in the Holder, together with any affiliate thereof, beneficially owning (as determined in accordance with Section 13(d) of the Exchange Act and the rules promulgated thereunder) in excess of 9.999% of the then issued and outstanding shares of Common Stock, including shares issuable upon conversion of, and payment of interest on, the Debentures held by such Holder after application of this Section. If the Holder has delivered a

Conversion Notice for a principal amount of Debentures that, without regard to any other shares that the Holder or its affiliates may beneficially own, would result in the issuance in excess of the permitted amount hereunder, the Company shall notify the Holder of this fact and shall honor the conversion for the maximum principal amount permitted to be converted on such Conversion Date in accordance with the periods described in Section 4(b) and, at the option of the Holder, either retain any principal amount tendered for conversion in excess of the permitted amount hereunder for future conversions or return such excess principal amount to the Holder. In the event of a merger or consolidation of the Company with or into another Person, this paragraph shall not apply with respect to a determination of the number of shares of common stock issuable upon conversion in full of the Debenture if such determination is necessary to establish the securities or other assets which the holders of Common Stock shall be entitled to receive upon the effectiveness of such merger or consolidation. The provisions of this Section 4(a)(ii)(B) may be waived by the Holder upon not less than 61 days prior notice to the Company.

(iii) NUMBER OF UNDERLYING SHARES ISSUABLE UPON CONVERSION. (A) The number of shares of Common Stock issuable upon a conversion hereunder shall be determined by adding the sum of: (i) the quotient obtained by dividing (x) the outstanding principal amount of this Debenture to be converted and (y) the Conversion Price, and (ii) the amount equal to (I) the product

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of (x) the outstanding principal amount of this Debenture to be converted and (y) the product of (1) the quotient obtained by dividing .10 by 360 and (2) the number of days for which such principal amount was outstanding, divided by (II) the Conversion Price on the Conversion Date, PROVIDED, that if the Company shall have elected to pay the interest due on a Conversion Date in cash pursuant to the terms hereof, subsection (ii) shall not be used in the calculation of the number of shares of Common Stock issuable upon a conversion hereunder.

(B) Notwithstanding anything to the contrary contained herein, if on any Conversion Date:

(1) the number of shares of Common Stock at the time authorized, unissued and unreserved for all purposes, or held as treasury stock, is insufficient to pay interest hereunder in shares of Common Stock;

(2) the Underlying Shares issuable for such conversion (including any interest payable in shares) (x) are not registered for resale pursuant to an effective Underlying Shares Registration Statement and (y) may not be sold without volume restrictions pursuant to Rule 144(k) promulgated under the Securities Act;

(3) the Common Stock is not listed or quoted for trading on

the OTC or a Subsequent Market;

(4) the issuance of such shares of Common Stock would result in a violation of Sections 4(a)(ii)(A) or (B),

then, the Company may not pay interest in kind and must pay interest in cash by delivering, within three Trading Days of each applicable Conversion Date, an amount in cash equal to the product of: (a) the outstanding principal amount of the Debentures to be converted on such Conversion Date and (b) the product of (x) the quotient obtained by dividing .10 by 360 and (y) the number of days for which such principal amount was outstanding.

(b) (i) Not later than three Trading Days after any Conversion Date: (i) the Company shall deliver to the Holder a certificate or certificates which shall be free of restrictive legends and trading restrictions (other than those required by Section 3.1(b) of the Purchase Agreement) representing the number of shares of Common Stock issuable upon such conversion in accordance with the terms hereof, and (ii) if accrued interest is paid in cash, the Company will deliver to the Holder a bank check, payable to Holder, in the amount of accrued and unpaid interest. If requested by a Holder, the Company will use its best efforts to deliver conversion shares electronically through the Depository Trust Corporation or another established clearing corporation performing similar functions. If shares of Common Stock issuable following a Conversion Notice are not delivered to or as directed by the Holder by the third Trading Day after a Conversion Date, the Holder shall be entitled by written notice to the Company at any time on or before its receipt of such shares, to rescind such conversion, in which event the Company shall immediately return to the

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Holder a Debenture in principal amount equal to the principal amount, interest and all other amounts due in respect of the Conversion Notice (provided the Holder is converting the entire principal amount outstanding under this Debenture).

(ii) If the Company fails for any reason to deliver to the Holder such certificate or certificates pursuant to Section 4(b)(i) by the third Trading Day after the Conversion Date, the Company shall pay to such Holder, in cash, as liquidated damages and not as a penalty, \$5,000 for each Trading Day after such third Trading Day until such certificates are delivered. Nothing herein shall limit a Holder's right to pursue actual damages or declare an Event of Default pursuant to Section 3 herein for the Company's failure to deliver certificates representing shares of Common Stock upon conversion within the period specified herein and such Holder shall have the right to pursue all remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief. The exercise of any such rights shall not prohibit the Holders from seeking to enforce damages pursuant to any other Section hereof or under applicable law. Further, if the Company shall not have delivered any cash due in respect of conversions of

Debentures or as payment of interest thereon by the third Trading Day after the Conversion Date, the Holder may, by notice to the Company, require the Company to issue shares of Common Stock pursuant to Section 4(c), except that for such purpose the Conversion Price applicable thereto shall be the lesser of the Conversion Price on the Conversion Date and the Conversion Price on the date of such Holder demand. Any such shares will be subject to the provision of this Section.

(iii) In addition to any other rights available to the Holder, if the Company fails for any reason to deliver to the Holder such certificate or certificates pursuant to Section 4(b)(i) by the third Trading Day after the Conversion Date, and if after such third Trading Day the Holder purchases (in an open market transaction or otherwise) Common Stock to deliver in satisfaction of a sale by such Holder of the Underlying Shares which the Holder anticipated receiving upon such conversion (a "BUY-IN"), then the Company shall (A) pay in cash to the Holder (in addition to any remedies available to or elected by the Holder) the amount by which (x) the Holder's total purchase price (including brokerage commissions, if any) for the Common Stock so purchased exceeds (y) the product of (1) the aggregate number of shares of Common Stock that such Holder anticipated receiving from the conversion at issue multiplied by (2) the market price of the Common Stock at the time of the sale giving rise to such purchase obligation and (B) at the option of the Holder, either reissue Debentures in principal amount equal to the principal amount of the attempted conversion or deliver to the Holder the number of shares of Common Stock that would have been issued had the Company timely complied with its delivery requirements under Section 4(b)(i). For example, if the Holder purchases Common Stock having a total purchase price of \$11,000 to cover a Buy-In with respect to an attempted conversion of Debentures with respect to which the market price of the Underlying Shares on the date of conversion was a total of \$10,000 under clause (A) of the immediately preceding sentence, the Company shall be required to pay the Holder \$1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In. Notwithstanding anything contained herein to the contrary, if a Holder requires the Company to make payment in respect of a Buy-In for the failure to timely deliver certificates hereunder and the Company timely pays in full such payment, the Company shall not be

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required to pay such Holder liquidated damages under Section 4(b)(ii) in respect of the certificates resulting in such Buy-In.

(c) (i) The conversion price (the "CONVERSION PRICE") in effect on any Conversion Date shall be the lesser of (1) \$0.85 (the "INITIAL CONVERSION PRICE"), and (2) 60% of the average of the lowest three inter-day trading prices (which need not occur on consecutive Trading Days but which one or more may occur on the same Trading Day) during the twenty Trading Days immediately preceding the applicable Conversion Date (which may include Trading Days prior to the Original Issue Date), PROVIDED, that such twenty Trading Day period shall

be extended for the number of Trading Days during such period in which: (A) trading in the Common Stock is suspended by, or not traded on, the OTC or a Subsequent Market on which the Common Stock is then listed, or (B) after the date declared effective by the Commission, the Underlying Shares Registration Statement is either not effective or the Prospectus included in the Underlying Shares Registration Statement may not be used by the Holder for the resale of Underlying Shares.

(ii) If the Company, at any time while the Debentures are outstanding: (a) shall pay a stock dividend or otherwise make a distribution or distributions on shares of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock, (b) subdivide outstanding shares of Common Stock into a larger number of shares, (c) combine (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (d) issue by reclassification of shares of the Common Stock any shares of capital stock of the Company, then the Initial Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding before such event and of which the denominator shall be the number of shares of Common Stock outstanding after such event. Any adjustment made pursuant to this Section shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

(iii) If the Company, at any time while Debentures are outstanding, shall issue rights, options or warrants to all holders of Common Stock (and not to Holders) entitling them to subscribe for or purchase shares of Common Stock at a price per share less than the Per Share Market Value at the record date mentioned below, then the Conversion Price shall be multiplied by a fraction, of which the denominator shall be the number of shares of the Common Stock (excluding treasury shares, if any) outstanding on the date of issuance of such rights or warrants plus the number of additional shares of Common Stock offered for subscription or purchase, and of which the numerator shall be the number of shares of the Common Stock (excluding treasury shares, if any) outstanding on the date of issuance of such rights or warrants plus the number of shares which the aggregate offering price of the total number of shares so offered would purchase at such Per Share Market Value. Such adjustment shall be made whenever such rights or warrants are issued, and shall become effective immediately after the record date for the determination of stockholders entitled to receive such rights, options or warrants. However, upon the expiration of any such right, option or warrant to purchase shares of the Common Stock the issuance of which resulted in an adjustment

in the Conversion Price pursuant to this Section, if any such right, option or warrant shall expire and shall not have been exercised, the Conversion Price shall immediately upon such expiration be recomputed and effective immediately

upon such expiration be increased to the price which it would have been (but reflecting any other adjustments in the Conversion Price made pursuant to the provisions of this Section after the issuance of such rights or warrants) had the adjustment of the Conversion Price made upon the issuance of such rights, options or warrants been made on the basis of offering for subscription or purchase only that number of shares of the Common Stock actually purchased upon the exercise of such rights, options or warrants actually exercised.

(iv) If the Company or any subsidiary thereof, as applicable with respect to Common Stock Equivalents (as defined below), at any time while Debentures are outstanding, shall issue shares of Common Stock or rights, warrants, options or other securities or debt that are convertible into or exchangeable for shares of Common Stock ("COMMON STOCK EQUIVALENTS") entitling any Person to acquire shares of Common Stock, at a price per share less than the Conversion Price then the Conversion Price shall be adjusted to mirror the conversion, exchange or purchase price for such Common Stock or Common Stock Equivalents (including any reset provisions thereof) at issue. . If the holder of the Common Stock or Common Stock Equivalent so issued shall at any time, whether by operation of purchase price adjustments, reset provisions, floating conversion, exercise or exchange prices or otherwise, or due to warrants, options or rights per share which is issued in connection with such issuance, be entitled to receive shares of Common Stock at a price per share which is less than the Conversion Price, such issuance shall be deemed to have occurred for less than the Conversion Price. Such adjustment shall be made whenever such Common Stock or Common Stock Equivalents are issued. The Company shall notify the Holder in writing, no later than the business day following the issuance of any Common Stock or Common Stock Equivalent subject to this section, indicating therein the applicable issuance price, or of applicable reset price, exchange price, conversion price and other pricing terms. No adjustment under this Section shall be made as a result of issuances and exercises of options to purchase shares of Common Stock issued for compensatory purposes pursuant to any of the Company's stock option or stock purchase plans.

(v) If the Company, at any time while Debentures are outstanding, shall distribute to all holders of Common Stock (and not to Holders) evidences of its indebtedness or assets or rights or warrants to subscribe for or purchase any security, then in each such case the Conversion Price at which Debentures shall thereafter be convertible shall be determined by multiplying the Conversion Price in effect immediately prior to the record date fixed for determination of stockholders entitled to receive such distribution by a fraction of which the denominator shall be the Per Share Market Value determined as of the record date mentioned above, and of which the numerator shall be such Per Share Market Value on such record date less the then fair market value at such record date of the portion of such assets or evidence of indebtedness so distributed applicable to one outstanding share of the Common Stock as determined by the Board of Directors in good faith. In either case the adjustments shall be described in a statement provided to the Holders of the portion of assets or evidences of indebtedness so distributed or such subscription rights applicable

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to one share of Common Stock. Such adjustment shall be made whenever any such distribution is made and shall become effective immediately after the record date mentioned above.

(vi) In case of any reclassification of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is converted into other securities, cash or property, the Holders shall have the right thereafter to, at their option, (A) convert the then outstanding principal amount, together with all accrued but unpaid interest and any other amounts then owing hereunder in respect of this Debenture only into the shares of stock and other securities, cash and property receivable upon or deemed to be held by holders of the Common Stock following such reclassification or share exchange, and the Holders of the Debentures shall be entitled upon such event to receive such amount of securities, cash or property as the shares of the Common Stock of the Company into which the then outstanding principal amount, together with all accrued but unpaid interest and any other amounts then owing hereunder in respect of this Debenture could have been converted immediately prior to such reclassification or share exchange would have been entitled or (B) require the Company to prepay the aggregate of its outstanding principal amount of Debentures, plus all interest and other amounts due and payable thereon, at a price determined in accordance with Section 3(b). The entire prepayment price shall be paid in cash. This provision shall similarly apply to successive reclassifications or share exchanges.

(vii) All calculations under this Section 4 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. No adjustments in either the Conversion Price or the Initial Conversion Price shall be required if such adjustment is less than \$0.01; PROVIDED, HOWEVER, that any adjustments which by reason of this Section are not required to be made shall be carried forward and taken into account in any subsequent adjustment.

(viii) Whenever either the Initial Conversion Price or the Conversion Price is adjusted pursuant to any of Section 4(c)(ii) - (v), the Company shall promptly mail to each Holder a notice setting forth the Initial Conversion Price or Conversion Price (as applicable) after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

(ix) If (A) the Company shall declare a dividend (or any other distribution) on the Common Stock; (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock; (C) the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights; (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, of any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property; (E) the Company shall authorize the voluntary or

involuntary dissolution, liquidation or winding up of the affairs of the Company; then, in each case, the Company shall cause to be filed at each office or agency maintained for the purpose of conversion of the Debentures, and shall cause to be mailed to the Holders at their last addresses as they shall appear upon the stock books of the Company, at least 20 calendar days prior to the applicable record or effective date

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hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; PROVIDED, that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice. Holders are entitled to convert Debentures during the 20-day period commencing the date of such notice to the effective date of the event triggering such notice.

(x) In case of any (1) merger or consolidation of the Company with or into another Person, or (2) sale by the Company of more than one-half of the assets of the Company in one or a series of related transactions, a Holder shall have the right to (A) exercise any rights under Section 3(b), (B) convert its aggregate principal amount of Debentures then outstanding into the shares of stock and other securities, cash and property receivable upon or deemed to be held by holders of Common Stock following such merger, consolidation or sale, and such Holder shall be entitled upon such event or series of related events to receive such amount of securities, cash and property as the shares of Common Stock into which such aggregate principal amount of Debentures could have been converted immediately prior to such merger, consolidation or sales would have been entitled, or (C) in the case of a merger or consolidation, require the surviving entity to issue to the Holder convertible debentures with a principal amount equal to the aggregate principal amount of Debentures then held by such Holder, plus all accrued and unpaid interest and other amounts owing thereon, which newly issued convertible debentures shall have terms identical (including with respect to conversion) to the terms of this Debenture, and shall be entitled to all of the rights and privileges of a Holder of Debentures set forth herein and the agreements pursuant to which the Debentures were issued. In the case of clause (C), the conversion price applicable for the newly issued shares of convertible preferred stock or convertible debentures shall be based upon the amount of securities, cash and property that each share of Common Stock would receive in such transaction and the Conversion Price in effect immediately prior to the effectiveness or closing date for such transaction. The terms of any such

merger, sale or consolidation shall include such terms so as to continue to give the Holders the right to receive the securities, cash and property set forth in this Section upon any conversion or redemption following such event. This provision shall similarly apply to successive such events.

(d) The Company covenants that it will at all times reserve and keep available out of its authorized and unissued shares of Common Stock solely for the purpose of issuance upon conversion of the Debentures and payment of interest on the Debentures, each as herein provided, free from preemptive rights or any other actual contingent purchase rights of persons other than the Holders, not less than such number of shares of the Common Stock as shall (subject to any additional requirements of the Company as to reservation of such shares set forth in the Purchase Agreement)

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be issuable upon the conversion of the outstanding principal amount of the Debentures and payment of interest hereunder. The Company covenants that all shares of Common Stock that shall be so issuable shall, upon issue, be duly and validly authorized, issued and fully paid, nonassessable and, if the Underlying Shares Registration Statement has been declared effective under the Securities Act, registered for public sale in accordance with such Underlying Shares Registration Statement.

(e) Upon a conversion hereunder the Company shall not be required to issue stock certificates representing fractions of shares of the Common Stock, but may if otherwise permitted, make a cash payment in respect of any final fraction of a share based on the Per Share Market Value at such time. If the Company elects not, or is unable, to make such a cash payment, the Holder shall be entitled to receive, in lieu of the final fraction of a share, one whole share of Common Stock.

(f) The issuance of certificates for shares of the Common Stock on conversion of the Debentures shall be made without charge to the Holders thereof for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such certificate, provided that the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the Holder of such Debentures so converted and the Company shall not be required to issue or deliver such certificates unless or until the person or persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

(g) Any and all notices or other communications or deliveries to be provided by the Holders hereunder, including, without limitation, any Conversion Notice, shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, addressed to the Company, at 2100 Highway 360,

Suite 400-B, Grand Prairie, Texas 75050, Facsimile No.: (972) 641 5647, Attn: Milton Cotter, Chief Executive Officer, or such other address or facsimile number as the Company may specify for such purposes by notice to the Holders delivered in accordance with this Section, with a copy to (other than for Conversion Notices) Frederick C. Summers, III, 8235 Douglas Avenue, Suite 1111, Dallas, Texas 75225, Facsimile: (214) 750-3650. Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, addressed to each Holder at the facsimile telephone number or address of such Holder appearing on the books of the Company, or if no such facsimile telephone number or address appears, at the principal place of business of the Holder. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section prior to 6:30 p.m. (New York City time), (ii) the date after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section later than 6:30 p.m. (New York City time) on any date and earlier than 11:59 p.m. (New York City time) on such date, (iii) four days after deposit in the United States mail, (iv) the Business Day following the date of mailing, if sent by nationally recognized overnight

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courier service, or (v) upon actual receipt by the party to whom such notice is required to be given.

SECTION 5. OPTIONAL PREPAYMENT. During the 30 days immediately following the Original Issue Date of this Debenture, the Company shall have the right to prepay all or any portion of the outstanding principal amount of this Debenture for which Conversion Notices have not previously been delivered by delivery of the prepayment price to the Holder together with a written accounting of the principal amount to be prepaid plus other amounts owing thereon. The prepayment price applicable to prepayments under this Section must accompany the notice of intention to prepay. The prepayment price shall equal 135% of the principal amount of the Debentures to be prepaid, and 135% of all unpaid and accrued interest thereon. Upon receipt of the prepayment price for a prepayment under this Section, the Holder shall: (i) if such prepayment is only for a portion of the principal amount then outstanding under this Debenture, promptly deliver to the Company a revised Conversion Schedule reflecting such prepayment or (ii) if such prepayment is for the entire then outstanding principal amount under this Debenture, promptly deliver this Debenture, marked paid in full. The Holder need not deliver any Debentures and shall still have rights as a Debenture holder until the full prepayment price hereunder is properly received by it.

SECTION 6. DEFINITIONS. For the purposes hereof, the following terms shall have the following meanings:

"BUSINESS DAY" means any day except Saturday, Sunday and any day which shall be a federal legal holiday in the United States or a day on which banking institutions in the State of New York or the State of Texas are authorized or required by law or other government action to close.

"CHANGE OF CONTROL TRANSACTION" means the occurrence of any of (i) an acquisition after the date hereof by an individual or legal entity or "group" (as described in Rule 13d-5(b) (1) promulgated under the Exchange Act) of effective control (whether through legal or beneficial ownership of capital stock of the Company, by contract or otherwise) of in excess of 33% of the voting securities of the Company, (ii) a replacement at one time or over time of more than one-half of the members of the Company's board of directors which is not approved by a majority of those individuals who are members of the board of directors on the date hereof (or by those individuals who are serving as members of the board of directors on any date whose nomination to the board of directors was approved by a majority of the members of the board of directors who are members on the date hereof), (iii) the merger of the Company with or into another entity that is not wholly-owned by the Company, consolidation or sale of 50% or more of the assets of the Company in one or a series of related transactions, or (iv) the execution by the Company of an agreement to which the Company is a party or by which it is bound, providing for any of the events set forth above in (i), (ii) or (iii).

"COMMISSION" means the Securities and Exchange Commission.

"COMMON STOCK" means the common stock, \$.001 par value, of the Company and stock of any other class into which such shares may hereafter have been reclassified or changed.

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"EXCHANGE ACT" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"MANDATORY PREPAYMENT AMOUNT" for any Debentures shall equal the sum of (i) the greater of: (A) 130% of the principal amount of Debentures to be prepaid, plus all accrued and unpaid interest thereon, and (B) the principal amount of Debentures to be prepaid, plus all accrued and unpaid interest thereon, divided by the Conversion Price on (x) the date the Mandatory Prepayment Amount is demanded or otherwise due or (y) the date the Mandatory Prepayment Amount is paid in full, whichever price is less, multiplied by the Per Share Market Value on (x) the date the Mandatory Prepayment Amount is demanded or otherwise due or (y) the date the Mandatory Prepayment Amount is paid in full, whichever price is greater, and (ii) all other amounts, costs, expenses and liquidated damages due in respect of such Debentures.

"ORIGINAL ISSUE DATE" shall mean the date of the first issuance of the Debentures regardless of the number of transfers of any Debenture and regardless of the number of instruments which may be issued to evidence such

Debenture.

"PER SHARE MARKET VALUE" means on any particular date (a) the closing bid price per share of Common Stock on such date on the Subsequent Market on which the shares of Common Stock are then listed or quoted (as reported by Bloomberg L.P. at 4:15 PM (New York time) for the closing sales price for regular session trading on such day), or if there is no such price on such date, then the closing bid price on the Subsequent Market on the date nearest preceding such date (as reported by Bloomberg L.P. at 4:15 PM (New York time) for the closing sales price for regular session trading on such day), or (b) if the shares of Common Stock are not then listed or quoted on a Subsequent Market, the closing bid price for a share of Common Stock in the OTC, as reported by the National Quotation Bureau Incorporated or similar organization or agency succeeding to its functions of reporting prices) at the close of business on such date, or (c) if the shares of Common Stock are not then reported by the National Quotation Bureau Incorporated (or similar organization or agency succeeding to its functions of reporting prices), then the average of the "Pink Sheet" quotes for the relevant conversion period, as determined in good faith by the Holder, or (d) if the shares of Common Stock are not then publicly traded the fair market value of a share of Common Stock as determined by an Appraiser selected in good faith by the Holders of a majority in interest of the principal amount of Debentures then outstanding.

"PERSON" means a corporation, an association, a partnership, organization, a business, an individual, a government or political subdivision thereof or a governmental agency.

"PURCHASE AGREEMENT" means the Secured Convertible Debenture Purchase and Exchange Agreement, dated as of the Original Issue Date, to which the Company and the original Holder are parties, as amended, modified or supplemented from time to time in accordance with its terms.

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"REGISTRATION RIGHTS AGREEMENT" means the Registration Rights Agreement, dated as of the Original Issue Date, to which the Company and the original Holder are parties, as amended, modified or supplemented from time to time in accordance with its terms.

"SECURITIES ACT" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"TRADING DAY" means (a) a day on which the shares of Common Stock are traded on the OTC or on such Subsequent Market on which the shares of Common Stock are then listed or quoted, or (b) if the shares of Common Stock are not listed on a Subsequent Market, a day on which the shares of Common Stock are traded in the over-the-counter market, as reported by the OTC, or (c) if the shares of Common Stock are not quoted on the OTC, a day on which the shares of Common Stock are quoted in the over-the-counter market as reported by the

National Quotation Bureau Incorporated (or any similar organization or agency succeeding its functions of reporting prices); PROVIDED, that in the event that the shares of Common Stock are not listed or quoted as set forth in (a), (b) and (c) hereof, then Trading Day shall mean any day except a Business Day.

"TRANSACTION DOCUMENTS" shall have the meaning set forth in the Purchase Agreement.

"UNDERLYING SHARES" means the shares of Common Stock issuable upon conversion of Debentures and as payment of interest in accordance with the terms hereof.

"UNDERLYING SHARES REGISTRATION STATEMENT" means a registration statement meeting the requirements set forth in the Registration Rights Agreement, covering among other things the resale of the Underlying Shares and naming the Holder as a "selling stockholder" thereunder.

SECTION 7. Except as expressly provided herein, no provision of this Debenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, interest and liquidated damages (if any) on, this Debenture at the time, place, and rate, and in the coin or currency, herein prescribed. This Debenture is a direct obligation of the Company. This Debenture ranks PARI PASSU with all other Debentures now or hereafter issued under the terms set forth herein. As long as there are Debentures outstanding, the Company shall not and shall cause its subsidiaries not to, without the consent of the Holders, (i) amend its certificate of incorporation, bylaws or other charter documents so as to adversely affect any rights of the Holders; (ii) repay, repurchase or offer to repay, repurchase or otherwise acquire shares of its Common Stock or other equity securities other than as to the Underlying Shares to the extent permitted or required under the Transaction Documents; or (iii) enter into any agreement with respect to any of the foregoing. The Company may only voluntarily prepay the outstanding principal amount on the Debentures in accordance with Section 5 hereof.

SECTION 8. This Debenture shall not entitle the Holder to any of the rights of a stockholder of the Company, including without limitation, the right to vote, to receive dividends and other distributions, or to receive any notice of, or to attend, meetings of stockholders or any other

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proceedings of the Company, unless and to the extent converted into shares of Common Stock in accordance with the terms hereof.

SECTION 9. If this Debenture shall be mutilated, lost, stolen or destroyed, the Company shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated Debenture, or in lieu of or in substitution for a lost, stolen or destroyed debenture, a new Debenture for the principal amount of this Debenture so mutilated, lost, stolen or destroyed but

only upon receipt of evidence of such loss, theft or destruction of such Debenture, and of the ownership hereof, and indemnity, if requested, all reasonably satisfactory to the Company.

SECTION 10. No indebtedness of the Company is senior to this Debenture in right of payment, whether with respect to interest, damages or upon liquidation or dissolution or otherwise. The Company will not and will not permit any of its subsidiaries to, directly or indirectly, enter into, create, incur, assume or suffer to exist any indebtedness of any kind, on or with respect to any of its property or assets now owned or hereafter acquired or any interest therein or any income or profits therefrom that is senior in any respect to the Company's obligations under the Debentures.

SECTION 11. This Debenture shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Debenture (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, employees or agents) shall be commenced in the state and federal courts sitting in the City of New York, Borough of Manhattan. Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of the any of this Debenture), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Debenture and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Each party hereto (including its affiliates, agents, officers, directors and employees) hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Debenture or the transactions contemplated hereby. If either party shall commence an action or proceeding to enforce any provisions of this Debenture, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its attorneys fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

SECTION 12. Any waiver by the Company or the Holder of a breach of any

provision of this Debenture shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Debenture. The failure of the Company or the Holder to insist upon strict adherence to any term of this Debenture on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Debenture. Any waiver must be in writing.

SECTION 13. If any provision of this Debenture is invalid, illegal or unenforceable, the balance of this Debenture shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder shall violate applicable laws governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum permitted rate of interest. The Company covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law or other law which would prohibit or forgive the Company from paying all or any portion of the principal of or interest on the Debentures as contemplated herein, wherever enacted, now or at any time hereafter in force, or which may affect the covenants or the performance of this indenture, and the Company (to the extent it may lawfully do so) hereby expressly waives all benefits or advantage of any such law, and covenants that it will not, by resort to any such law, hinder, delay or impeded the execution of any power herein granted to the Holder, but will suffer and permit the execution of every such as though no such law has been enacted.

SECTION 14. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

SECTION 15. The payment obligations under this Debenture and the obligations of the Company to the Holder arising upon the conversion of all or any of the Debentures in accordance with the provisions hereof are secured pursuant to the Security Agreement (as defined in the Purchase Agreement).

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SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Company has caused this Secured Convertible Debenture to be duly executed by a duly authorized officer as of the date first above indicated.

SILVER RAMONA MINING, INC.

By:

Milton Cotter
Chief Executive Officer

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EXHIBIT A

NOTICE OF CONVERSION

The undersigned hereby elects to convert principal and, if specified, interest under the 10% Secured Convertible Debenture of Silver Ramona Mining, Inc. (the "Company") due June 29, 2003 into shares of common stock, \$.001 par value (the "Common Stock"), of the Company according to the conditions hereof, as of the date written below. If shares are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. No fee will be charged to the holder for any conversion, except for such transfer taxes, if any.

Conversion calculations:

Date to Effect Conversion

Principal Amount of Debentures to be Converted

Number of shares of Common Stock to be Issued

Applicable Conversion Price

Signature

Name

Address

|_ | By the delivery of this Notice of Conversion the undersigned represents and warrants to the Company that its shares ownership of the Company's Common Stock does not exceed the amounts determined in accordance with Section 13(d) of the Exchange Act, specified under Section 4(c)(i) of this Debenture.

SCHEDULE 1

CONVERSION SCHEDULE

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Silver Ramona Mining, Inc.

<Table>
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Date of Conversion (or for first entry, Original Issue Date)	Amount of Conversion	Aggregate Principal Amount Remaining Subsequent to Conversion (or original Principal Amount)	Company Attest
<S>	<C>	<C>	<C>

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Exhibit 23.2

CONSENT OF MERDINGER, FRUCHTER, ROSEN & CORSO, P.C., INDEPENDENT AUDITORS

We consent to the reference to our firm under the caption "Experts" in the Registration Statement on Form SB-2 and related Prospectus of Achievement Tec Holdings, Inc. for the registration of 5,045,232 shares of its common stock and to the inclusion therein of our report dated March 6, 2001, with respect to our audit of the consolidated financial statements of Achievement Tec Holdings, Inc. as of December 31, 2000 and 1999.

MERDINGER, FRUCHTER, ROSEN & CORSO, P.C.

New York, New York
August 1, 2001