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SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10

GENERAL FORM FOR REGISTRATION OF SECURITIES
Under Section 12(b) or 12(g) of
The Securities Exchange Act of 1934

EUROTECH, LTD.

(Exact name of registrant as specified in its charter)

District of Columbia

33-0662435

(State or other Jurisdiction
of incorporation or organization)I.R.S. Employer
Identification No.

1200 Prospect Street, Suite 425, LaJolla, California

92037

(Address of principal executive offices)

(Zip code)

Registrant's telephone number, 619-551-6844

Securities to be registered pursuant to Section 12(b) of the Act:

Title of each class to be so registered	Name of each exchange on which each class is to be registered
--	--

None

Securities to be registered pursuant to Section 12(g) of the Act:

Common Stock
(Title of Class)

Common Stock, Par Value \$.00025 Per Share

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PART I

ITEM 1. DESCRIPTION OF BUSINESS

GENERAL

Eurotech, Ltd. (the "Company"), which was incorporated in May, 1995, under the laws of the District of Columbia, is a technology transfer, holding and management company formed to commercialize new, existing but previously unrecognized, and previously "classified" technologies, with a particular emphasis on those developed by prominent research institutes and individual researchers in the former Soviet Union, and to license those and other Western, technologies for business and other commercial applications in Central Europe, Eastern Europe, Ukraine, Russia, and North America. Since the Company's formation its senior executives and consultants have been, through their technology management expertise, active in identifying monitoring, reviewing and assessing such technologies for their commercial applicability and potential. Through this continuing process, the Company has acquired, and expects in the future to acquire, rights to selected technologies by purchase, assignments, and licensing arrangements. The Company operates its business by licensing its technologies to end-users and through development and operating joint ventures and strategic alliances.

The Company's plan of operation for the next twelve months will consist of activities principally aimed at identifying, evaluating and acquiring rights to the forgoing technologies; funding development for the on-site testing of its silicon-organic compound technology in the contemplated remediation of radioactive contamination; introducing its waste-to-energy technology in Ukraine; introducing its automated parking garage technology in Moscow, Russia; continued funding of the development of silicon-carbide, computer chip "wafer" technology; and seeking to establish further strategic partnerships and joint ventures for the development, marketing, sales, licensing and manufacturing of the Company's existing and proposed technologies.

The Company has identified a number of technology acquisition and commercialization opportunities afforded by the break-up and subsequent reconfiguration of the former Soviet Union. In particular, pursuant to an agreement between "Ukrstroj" (the Ukrainian State Construction Company) and the Chernobyl Nuclear Power Plant, the Company will provide financing for the on-site demonstration testing of its proprietary silicon-organic (EKOR) compound technology in remediating the severe radioactive contamination problems that persist from the 1986 reactor explosion at Chernobyl, Ukraine. The Company believes its silicon-organic (EKOR) compound technology is the most effective existing technology and material for containing and facilitating the disposal of radioactive dust and other radioactive waste materials. The Company also has entered into a technology licensing agreement with Arbat American Autopark, Ltd., a Delaware corporation which is a 50% equity-holder in "Cinema World on Arbat," a Russian joint stock company organized to develop, own and operate one or more high-tech, automated parking garages in Moscow that use the Company's automated parking technology; and has entered into technology transfer and other agreements with Eurowaste Management, Ltd., a Delaware corporation ("Eurowaste"), for the development, construction and operation of technologically advanced waste-to-energy generation plants in Ukraine, utilizing the only technology currently approved for that purpose by the Ukrainian government. Eurowaste has together with "Cherkassystroi", a Ukrainian construction company, formed "Energy Ecology Construction Company," a Ukrainian joint stock company, for the purpose of constructing and owning those plants.

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In addition, the Company presently is participating in the development of silicon carbide "wafer" technology, which is in the late research and development stage, in conjunction with the I.V. Kurchatov Institute

("Kurchatov") in Moscow, Russia, and the Euro-Asian Physical Society ("EAPS"). To date, the Company has provided approximately U.S. \$80,000 in financing to Kurchatov in connection with this technology. Although no assurance can be given, the Company presently expects that upon the successful completion of its development, all intellectual property, marketing and sales rights in and to the silicon carbide "wafer" technology will be assigned to the Company. While there is no assurance that such technology will be successfully developed, based on reports from Kurchatov, the Company believes the silicon carbide technology will permit the production of defect-free, radiation-resistant "wafers" (from which integrated circuit chips are fabricated) that will be approximately twice the size of those currently available. The Company expects that integrated circuit chips fabricated from its silicon carbide wafers will have particular application in high temperature environments such as automobile and aircraft engine control systems, high power environments such as power control transistors, and environments subject to ionizing radiation such as spacecraft.

The Company also is negotiating an agreement with the Technion Israel Institute of Technology ("Technion") and the government of Israel for the establishment of a technology incubator (the "Technion Incubator") to be operated in cooperation with Technion Entrepreneurial Incubator, Ltd. ("TEI"), an Israeli corporation controlled by Technion. It is expected that pursuant to such agreement the Israeli government will provide 80% and the Company will provide 20% of the financing required for research and development projects selected by the Company, and that the Company will be granted a 20% equity interest in, and exclusive, world-wide marketing rights for all resulting technologies. In furtherance of this venture, the Company has opened an office at the premises of TEI in Haifa, Israel, and has identified four present and six potential technology development projects for inclusion in the Technion Incubator. The Company expects to provide approximately U.S. \$310,000 in financing for the same in fiscal year 1997. There can be no assurance that these or any other development projects will result in useful technologies or that the same will be commercially saleable or profitable.

Silicon-Organic Compound. The Company's silicon-organic (EKOR) compound technology was jointly developed by scientists at the I.V. Kurchatov Institute ("Kurchatov") in Moscow and the Euro-Asian Physical Society ("EAPS") for the conservation and containment of ecologically hazardous radioactive materials. The EKOR compound is based on radiation-resistant compounds produced from silicon-organic elastomers. Kurchatov is a pre-eminent physics and scientific research institute, which in the former Soviet Union enjoyed a position of prestige, sophistication and importance roughly equivalent to that of the Lawrence-Livermore National Laboratory in the United States. EAPS is a professional society of over 5,000 scientists, physicists, and engineers in the former Soviet Union. Until August 1, 2014, the Company is the exclusive licensee of all right, title and interest (inclusive of all patent and other intellectual property rights) in and to the EKOR technology in Canada, China, Japan, the Republic of Korea, the United States of America, Ukraine, and all member countries of the European Patent Agreement. See Item 7. "Certain Relationships and Related Transactions - Silicon-Organic (EKOR) Compound."

The Company expects that the first commercial use of its EKOR compound technology will be to contain and stabilize the extensive radioactive debris and dust that continues to accumulate and contaminate the environment at Reactor 4 of the Chernobyl Nuclear Power Plant in Ukraine, the site of a disastrous explosion and near-reactor core meltdown in 1986, and to help structurally support the concrete and steel "sarcophagus" that was built over Reactor 4 as an interim containment measure. The rapid deterioration of the "sarcophagus," caused by the intense radiation persisting at Reactor 4, has occasioned international concern that without the implementation of effective site containment measures,

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a second nuclear disaster and possible melt-down is likely to occur. To this

end, the G-7 group of industrialized nations (the United States, United Kingdom, Italy, France, Canada, Japan and Germany) has pledged up to U.S. \$3.1 billion to assist in a multi-step project of remediating and closing the plant, with approximately U.S. \$300 million budgeted for the project's first containment and site stabilization phase. Pursuant to an agreement with Kurchatov Research Holdings, Ltd. ("KRH") a Delaware corporation jointly owned by ERBC Holdings, Ltd., a Delaware corporation, ("ERBC") and individual Russian scientists, researchers and academics who are affiliated with Kurchatov and EAPS, 50% of the net profits derived from the sale of the EKOR compound for the Chernobyl project will be retained by the Company, and 50% will be remitted to KRH. Two employees of ERBC are beneficial owners of shares of the Company's Common Stock, and the chief Executive Officer of ERBC is the beneficial owner of 17.07% of the Company's outstanding Common Stock. See Item 4. "Security Ownership of Certain Beneficial Owners and Management" and Item 7. "Certain Relationships and Related Transactions."

In testing conducted at Kurchatov, the EKOR compound has been shown to be highly resistant to radiation and structural degradation through exposure to radiation, highly fire-resistant, water-proof, and capable of being formulated in densities that display considerable structural strength and weight-bearing properties (based on testing to date) of 100 lbs. per square inch. In high-dosage radiation tests the EKOR compound has met or exceeded all specifications for containment materials developed by the Chernobyl authorities. The Company believes that the EKOR compound is the most technologically advanced material for comprehensively containing radioactive materials, suppressing radioactive dust and preventing such materials and dust from escaping into the atmosphere and from leaching into and contaminating ground-water supplies.

Based on the properties demonstrated by the EKOR compound, which the Company believes to be the only material presently considered by the Chernobyl authorities as a solution to the containment problems posed by the Reactor 4 disaster, the Chernobyl Nuclear Power Station (an industrial amalgamation of the State Committee of Ukraine on Atomic Energy), hereinafter referred to as "ChNPP"), Kurchatov, "Ukrstroj" (the Ukrainian State Construction Corporation) and the Company have entered into a Memorandum of Intent (the "Chernobyl Memorandum of Intent") which acknowledges the successful completion of the laboratory development of EKOR compound applicable to the radioactive contamination remediation of Chernobyl Reactor 4, and sets forth the intention of ChNPP to enter into a "co-operation agreement" with the Company pursuant to which the Company will provide the financing for the development of an on-site demonstration of the EKOR compound, in conjunction with ChNPP, "Ukrstroj" and Kurchatov, which will provide the test sites, compound application equipment and technical support, respectively. In furtherance of the foregoing, "Ukrstroj" and ChNPP have entered into an agreement (the "Ukrstroj"-ChNPP Agreement") to conduct such on-site demonstration testing of the EKOR compound as is necessary to ascertain the specification requirements for its application to the containment of ChNPP Reactor 4. The "Ukrstroj"-ChNPP Agreement provides for the Company's participation in and financing of the EKOR demonstration test, which the Company has agreed to pursuant to the aforesaid Co-operation Agreement entered into by the Company, "Ukrstroj," and EAPS. The Company estimates that total financing costs for the demonstration test will not exceed U.S. \$100,000. Although no assurance can be given, based on the Chernobyl Memorandum of Intent, the "Ukrstroj"-ChNPP Agreement, the Co-operation Agreement, and the Company's ownership of all right, title and interest to the EKOR technology, the Company believes that it will be appointed the contract vendor of the EKOR compound for the ChNPP Reactor 4 remediation project. The on-site demonstration is expected to be conducted in April, 1997.

In addition, further applications of the EKOR technology are being developed and tested at three sites in Russia: Sverdlosk Chimmash (a major development, production and testing facility for nuclear,

chemical and related equipment), Chelyabinsk Mayak (a plutonium production site) and Kola (a disposal site for nuclear fuel from atomic-powered ships and submarines).

Waste-to-Energy Technology. The Company's waste-to-energy technology is a combination of "low-tech" mechanical technologies, "high-tech" combustion controls, modern emissions abatement technology and effective operation procedures configured into modules that produce steam energy from ordinary municipal waste. The basic configuration was pioneered in 1980 by the U.S. National Aeronautics and Space Administration ("NASA") and the city of Hampton, Virginia, to provide steam power for NASA's Langley Research Center and the Langley Air Force Base.

Steam energy produced by the waste-to-energy technology is clean, efficient and environmentally "friendly". A typical modular unit burns 120 tons of refuse per day and produces 33,000 pounds of steam per hour at 400 psi. Pollutant levels are below present U.S. Environmental Protection Agency minimums, and each modular unit reduces the volume of raw waste to ash at a ratio of 10:1.

Through a consulting agreement with Hunter Taylor, the President of Power Development Associates, Inc., the original designer of the NASA City of Hampton facility, the Company has obtained the engineering and implementation know-how, and has identified willing suppliers of component equipment for the waste-to-energy technology, including Detroit Stoker, a leading manufacturer of waste-to-energy stokers and a leading project management company for the engineering and construction of waste-to-energy plants. Detroit Stoker has informally agreed to act as the engineering project lead for the Company's waste-to-energy projects, which the Company believes will enable it to efficiently design and construct waste-to-energy plants customized to meet the varying energy generation needs of disparate municipalities.

The Company intends to first introduce its waste-to-energy technology in the city of Cherkassy, Ukraine, where the National Government has selected this technology as the national standard for waste-to-energy facilities, and has approved the construction of ten such facilities using the Company's waste-to-energy technology. As part of that over-all approval, and pursuant to the request of the Ukrainian government, a Ukrainian-American joint stock company, "Energy Ecology Construction Company," ("Energy Ecology") has been formed to construct, own and operate these energy generation plants. Energy Ecology is equally owned by Eurowaste Management, Ltd., a Delaware corporation ("EuroWaste") and, pursuant to the request of the Ukrainian Cabinet of Ministers, "Cherkassystroi," the largest privately-owned construction company in Ukraine. The Company has entered into a technology transfer and consulting agreement with Eurowaste under which Eurowaste will pay the Company a U.S. \$2.4 million technology transfer fee prior to the construction of the first waste-to-energy plant, and a design and implementation consulting fee of U.S. \$425,000 for each subsequent plant. A shareholder and director of the Company is the chairman, Chief Executive Officer and a shareholder of Eurowaste. See Item 4. "Security Ownership of Certain Beneficial Owners and Management," and Item 7. "Certain Relationships and Related Transactions."

The necessary Ukrainian governmental approvals for the Cherkassy waste-to-energy facility have been obtained, including local site allocation and construction approvals. A large fertilizer production enterprise, "AZOZ", in Cherkassy has agreed to purchase the entire output of the Cherkassy waste-to-energy facility at rates of U.S. \$.04-\$.06 per kilowatt hour.

The Company believes that the present and projected future waste management and energy needs of Ukraine present a significant commercial opportunity. Ukrainian governmental officials have acknowledged that municipalities have become reluctant to locate waste dump sites within municipal

boundaries, because of potential ecological and public health risks, and have also acknowledged that the relative lack of local fuel resources has impaired Ukraine's energy production capabilities, generally. In the Company's view, the waste-to-energy technology's efficiency and low pollution levels, combined with its use of an abundant, inexpensive, but previously under-utilized fuel source, presents a comprehensive solution to these problems. Based on discussions with local and national Ukrainian governmental officials, and although no assurances can be given, the Company estimates that the municipal energy requirements of Ukraine will support up to 70 facilities based on the waste-to-energy technology.

Automated Parking Garages. The Company has identified vendors of, and has adapted, automated parking garage technologies for the multiple applications required for garage sites in Moscow, Russia.

Automated parking technology consisting of computer-controlled, rotating carousels which can be configured to contain varying numbers of automobile parking spaces, substantially reduces the economically unproductive space devoted to ramps and maneuvering areas in traditional, multi-story parking garages, and through the use of elevators and multi-level "stacking" of the carousels, permits the erection of high-capacity garages on parcels of land otherwise too small for such use. The Company believes that its automated parking technology is particularly useful in congested urban areas and in cities where available land for parking is scarce.

The Company is introducing its automated parking technology in Moscow, Russia, which, particularly since the collapse of the former Soviet Union and the subsequently increased pace of political and economic reforms, has experienced a substantial increase in automobile ownership and traffic congestion. Additionally, there is a relative scarcity of existing parking spaces and construction sites of a size suitable for traditionally designed parking garage facilities in Moscow. The municipal government of Moscow has allocated a suitable construction site for the Company's intended, initial automated parking venture, located at Arbat 8-10. Arbat is one of the City of Moscow's principal commercial districts.

The Moscow automated parking garage will be developed, owned and operated by "Cinema World on Arbat," a Russian joint stock company, the equity of which is owned 50% by Arbat American Autopark, Ltd., a Delaware corporation ("Arbat American"), 45% by "Soyuz Agat Fil," a Russian company to which the Moscow municipal government has allocated the construction site and which holds the necessary construction approvals and permits, and 5% by a privately owned Russian affiliate of "Mosinterstroi". "Mosinterstroi" is a quasi-governmental entity of the City of Moscow. 40% of the equity of Arbat American is owned by ERBC Holdings, Ltd., a Delaware corporation ("ERBC"). Two employees of ERBC are beneficial owners of shares of the Company's Common Stock, and the chief executive officer of ERBC is the beneficial owner of 17.07% of the Company's outstanding Common Stock. One of the directors of Arbat American is a shareholder of the company's Common Stock, and another individual, who is a director and the president of Arbat American, is a director and officer of the Company and a shareholder of the Company's Common Stock. The Company has entered into a technology license agreement with Arbat American pursuant to which the Company will receive, prior to construction, a one-time royalty of U.S. \$1,250 for each parking space to be contained in the automated parking facility and in any garage facilities that in the future are developed, owned and/or operated by Arbat American that use the Company's automated parking technology. The Company presently estimates that, when completed, the Moscow automated parking garage will contain 240 parking spaces. See Item 1. "Description of Business - Risk Factors - Conflicts of Interest," Item 4. "Security Ownership of Certain Beneficial Owners and Management," Item 5. "Directors and Executive Officers," and Item 7. "Certain Relationships and Related Transactions."

The Company is not a subsidiary of another corporation, entity or other person. The Company does not have any subsidiaries.

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RISK FACTORS

Cautionary Statement for Purposes of the "Safe Harbor" Provisions of The Private Securities Litigation Reform Act of 1995.

The United States Private Securities Litigation Reform Act of 1995 provides a new "safe harbor" for certain forward-looking statements. The following factors set forth under "Risk Factors" among others, could cause actual results to differ materially from those contained in forward-looking statements made in this Registration Statement, future filings by the Company with the SEC, in the Company's press releases and in oral statements made by authorized officers of the Company. When used in this Registration Statement, the words "estimate," "project," "anticipate," "expect," "intend," "believe" and similar expressions are intended to identify forward-looking statements.

Uncertainty of Technology Transfer Fee, Consulting Fee and Royalty Payments.

The Company's near-term revenues are expected substantially to derive from technology transfer and consulting fees in respect of Ukrainian waste-to-energy facilities, and royalties in respect of automated parking garages. In the case of Ukrainian waste-to-energy facilities, such fees are to be paid to the Company by Eurowaste Management, Ltd. ("Eurowaste"), a newly formed corporation without significant operating history and which presently is generating only insignificant revenues. The Company's revenues with respect to its automated parking garage technology presently are entirely dependent on royalty payments from Arbat American, Autopark, Ltd. ("Arbat American"), which holds 50% of the equity in "Cinema World on Arbat", the Russian Joint Stock Company that will develop, own and operate the first parking facility to use such technology. Arbat American was formed in May, 1995, and is not generating significant revenues. The Company believes that Eurowaste will raise sufficient capital to pay such technology transfer and consulting fees when due. It is the Company's understanding that Arbat American will raise sufficient funds for the planned, Moscow automated parking garage venture, inclusive of funds sufficient to cover the Company's royalties, in either a private or public offering of its securities. No assurance can be given that either or both Eurowaste or Arbat American will be successful in raising capital, or that if successful, such capital will be in a sufficient amount or amounts.

Risks Relating to the Russian Federation and Ukraine

Political and Social Risks. In recent years, Russia and Ukraine each have been undergoing a substantial political and social transformation from centralized communism to the early stages of pluralist democracy. As part of this process, the former centrally controlled, command economies of Russia and Ukraine have been subject to various reforms intended to lead to generally capitalist, market-oriented economies. There can be no assurance that the political and economic reforms necessary to complete these transformations will continue, or if they continue, will be successful. In their present stages of relative infancy, the Russian and Ukrainian political and economic systems are characterized by a proliferation of political parties, none of which hold a legislative majority. The Russian and Ukrainian political and economic systems are also vulnerable to their respective populations' dissatisfaction with reform, economic dislocations, social and ethnic unrest, and changes in governmental policies and decisions. Any of these factors could have a material adverse effect on the private or governmental availability of hard currency, currency exchange rates, the private ownership of businesses and other enterprises, the social distribution of wealth, the private ownership and alienability of tangible and intellectual property, and the availability of construction materials and equipment. Any of such adverse effects could have a materially adverse effect on the Company.

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As part of the reforms being instituted in Russia and Ukraine, both countries have enacted legislation to protect private property against expropriation and nationalization. However, due to the lack of experience in enforcing these provisions in the short time they have been in effect, and due to the potential political changes that could occur in the future, no assurance can be given that these protections will be enforced in the event of an attempted expropriation or nationalization. The Company does not anticipate the occurrence of such developments in respect of its presently contemplated ventures involving Ukraine and Russia, because (i) in the case of the application of the Company's EKOR compound technology to the remediation of radioactive contamination at the Chernobyl Nuclear Power Plant Reactor 4, the increasing probability of a second, disastrous nuclear accident has made the rapid containment of radioactive debris a matter of high Ukrainian and international concern and, to the Company's knowledge, the EKOR compound is the only material presently being considered by the Chernobyl authorities for such purpose; (ii) the Company's waste-to-energy technology has been selected by the Ukrainian government as the national standard for the production of energy from municipal waste products; and (iii) the Company's high-tech, automated parking garage technology can assist in relieving the City of Moscow's acute shortage of automotive parking spaces and has received preferential site allocation treatment from Moscow's municipal government, nevertheless, expropriation or nationalization of the EKOR foam intellectual property rights, the waste-to-energy technology, the presently selected, Moscow parking garage site, or the parking garage technology, would have a material adverse effect on the Company. In particular, the EKOR compound technology was developed by the I.V. Kurchatov Institute, a Russian, state-controlled scientific research and development institute and the Euro-Asian Physical Society, a professional society in Russia, which through a series of assignments have, ultimately, assigned the EKOR compound intellectual property rights to the Company. All site allocation and construction approvals for Ukrainian waste-to-energy facilities are at the discretion of the respective Ukrainian municipal governments, whose political autonomy from the national government (which has selected the Company's waste-to-energy technology at the Ukrainian national standard for such facilities) is in an unsettled state. Since the waste-to-energy technology is a combination of existing, public domain technologies, it is uncertain whether the waste-to-energy technology is patentable. Accordingly, such technology could be subject to appropriation and use by any individual or entity that is so inclined, for which the Company might not have legal recourse under any national or international patent law. The allocation of the Moscow site for the automated parking garage is controlled by "Mosinterstroi," a local, quasi-governmental agency. No assurance can be given that any of these governmental, governmentally controlled, or governmentally affiliated entities would legally resist an attempted expropriation or nationalization, either or which, if successful, would have a materially adverse impact on the Company.

In both Russia and Ukraine governmental institutions and the relations between them, as well as governmental policies and the political leaders who formulate and implement them, are subject to rapid and potentially violent change. The Constitution of the Russian Federation gives the President of the Russian Federation substantial authority, and any major changes in, or rejection of, current policies favoring political and economic reform by the President may have a material adverse effect on the Company. The Constitution of Ukraine has been only recently adopted, and contrary to President Leonid Kuchma's prior expectation, substantially shares governmental power between the President and Parliament. The relations between the Ukrainian President and Parliament often have been characterized by factional infighting in which communist-oriented members of Parliament have mounted vigorous campaigns against President Kuchma's economic reform policies and programs to stimulate economic growth, curb inflation, and stabilize foreign exchange rates. In the summer of 1996, President Kuchma caused a widely reported "shake-up" of his cabinet, in which a relatively aggressive reform-oriented Minister of Finance was replaced by one who advocates a more gradualist approach. This relative political instability could result in major changes in the Ukrainian government, present reform

policies

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or rejection of the same, any of which may have a material adverse effect on the Company. No assurance can be given that such developments will not occur either in Russia or Ukraine.

The Russian Federation is a federation of republics, territories, regions (one of which is an autonomous region), cities of federal importance and autonomous areas, all of which are equal members of the Russian Federation. Ukraine is composed of twenty-four regions ("Oblasts"), an autonomous republic and two municipalities, Cherkas'ka and Chernihiv'ka. The delineation of authority in both Russia and Ukraine between these political subdivisions and the national government is, in many instances, uncertain, and in some cases in Russia, contested, most notably in Chechnya which has experienced protracted military confrontation with the Russian federal government. This lack of consensus in Russia and Ukraine between local and regional authorities and the national governments may result in political instability and negative economic effects which could be materially adverse to the Company.

The political and economic changes that have occurred in Russia and Ukraine in recent years have resulted in significant dislocations of political and governmental authority caused by the collapse of their, respective, previous governmental structures and political systems. New political and governmental systems are only beginning to take form in Ukraine and Russia. Furthermore, significant unemployment in Russia and Ukraine, the influx of unemployed persons into major Russian cities, significant wage arrearages in Ukraine and Russia and the existence of poorly paid police forces in both countries have led to significant increases in crime in Russia and Ukraine. Significant levels of organized criminal activity exist in large metropolitan areas of both countries. While President Yeltsin of Russia and President Kuchma of Ukraine have instituted anti-crime and anti-corruption programs, such measures are of recent origin and have achieved minimal and uncertain results. No assurance can be given that the levels of crime and corruption in Russia and Ukraine will be curbed or otherwise brought under control, and no assurance can be given that the social and economic dislocations caused by high rates of organized and other crime and of official corruption will not in the future have a material adverse impact on the Company.

In both Ukraine and Russia state-controlled and, more recently, privately-owned enterprises have often failed to pay full salaries to their employees, and in some instances have not paid salaries at all for extended periods of time. This, in conjunction with historically high rates of inflation and escalating costs of living in both countries, could lead in the future to labor and social unrest. Such unrest could have political, social and economic consequences such as increased support for a return to centralized governments, a climate hostile to foreign investment and increasing levels of violence, any of which could have a material adverse impact on the Company.

Economic Risks

Along with the institution of political reforms, the Ukrainian and Russian governments have been attempting to create and implement policies of economic reform and economic stabilization, and to create legal structures intended to promote private, market-based activities, foreign trade and foreign investment. Although these policies have met with some success in both countries, no assurance can be given that they, or similar policies will continue to be supported and pursued, or that if supported and pursued, will be successful.

Despite the implementation of economic reform policies, the Russian economy and the Ukrainian economy are characterized by declining gross domestic production, significant inflation, increasing rates of unemployment and

underemployment, unstable currencies, and high levels of governmental debt as compared to gross domestic production. The prospect of wide-spread insolvencies and the collapse of

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various economic sectors exists in both countries. Additionally, in both Russia and Ukraine there is a general lack of consensus as to the rate, extent and substantive content of economic reform. No assurance can be given that either Russia or Ukraine in the future will remain receptive to foreign investment or market-oriented economies. Moreover, no assurance can be given that the economy of either country will improve.

Ukraine and Russia presently receive substantial financial assistance from several foreign governments and from international organizations. The restriction or elimination of any or all such financial assistance could have severe negative impacts on those countries' respective economies, and could significantly decrease the availability of hard currency, the payment of which in technology transfer and consulting fees the Company depends upon. In particular, the Ukrainian government's planned remediation of radioactive contamination at the Chernobyl Nuclear Power Plant substantially depends on financial assistance from the G-7 nations, and the reduction or elimination of such assistance could impair or prevent the Company's use of its EKOR technology in that remediation, thereby reducing or eliminating a substantial amount of the Company's presently expected revenues. No assurance can be given that any or all such events will not occur.

Ukrainian and Russian businesses have limited experience operating in free market conditions, and compared with Western businesses have limited experience with entering into contracts and performing contractual obligations. Additionally, Ukrainian and Russian governmental agencies, as well as Ukrainian and Russian business enterprises, have limited experience with the substantive content and detail typical of Anglo-American and other Western contracts. Accordingly, the detailed agreement to perform specified contractual obligations in many instances may be contained in a series of written approvals, consents and the like from various governmental and quasi-governmental bodies, as well as from business companies, that accompany a formal contract. Legal reforms have only been recently instituted in Russia and Ukraine to interpret and enforce contractual obligations on principles similar to those of the legal systems of Western countries. The Company's expected near-term revenues substantially depend upon technology transfer and consulting fees memorialized in written contracts with Ukrainian and Russian entities. No assurance can be given that such fees will be paid in the manner called for in such contracts or that enforcement of such payment obligations, if not performed fully or at all, will be successful in Russian or Ukrainian courts.

Limited Operating History; Net Losses; Future Losses; Initial Commercialization Stage

The Company's limited operations have consisted primarily of activities related to identifying and financing the development of products and technologies, including laboratory tests, and planning on-site tests and demonstrations. The Company is subject to all of the business risks associated with a new enterprise, including, but not limited to, risks of unforeseen capital requirements, failure of market acceptance, failure to establish business relationships, and competitive disadvantages as against larger and more established companies. At September 30, 1996, the Company had an accumulated stockholders' deficit of \$(994,000), and a working capital deficit of \$(1,074,000). Additionally, at September 30, the Company had outstanding indebtedness in an aggregate principal amount of \$341,000 at an interest rate of 10% per annum.

The Company anticipates that it will continue to incur significant operating losses through the third quarter of 1997, and may incur additional

losses thereafter, depending upon its ability to consummate collaborative working arrangements or licenses with third parties and the operation and financial success of any projects which the Company and its potential working partners may be awarded. The Company has had no meaningful revenues to date, and there can be no assurance as to when or whether it will be

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able to commercialize its products and technologies. Its products and technologies have never been utilized on a large-scale commercial basis. The Company's ability to operate its business successfully will depend on a variety of factors, many of which are outside the Company's control, including: competition, cost and availability of raw material supplies, changes in governmental (including foreign governmental) initiatives and requirements, changes in domestic and foreign regulatory requirements, and the costs associated with equipment repair and maintenance.

No Assurance of Collaborative Agreements, Licenses or Project Contracts

The Company's business strategy is based upon entering into collaborative joint working arrangements with various foreign governmental and quasi-governmental entities. To date, neither the Company nor any of its prospective collaborative ventures have been awarded any definitive project contracts. There can be no assurance that the Company or any of its collaborative ventures will enter into definitive project or collaborative venture agreements with such entities or others, or that such agreements, if entered into, will be similar in form to Western agreements covering like activities, or will be on terms and conditions that are sufficiently advantageous to the Company to enable it to generate profits.

There can be no assurance that the Company will be awarded contracts to perform decontamination, remediation or waste disposal projects. Even if such contracts are awarded, there can be no assurance that these contracts will be profitable to the Company. In addition, any project contract which may be awarded to the Company and/or any of its working partners may be curtailed, delayed, redirected or eliminated at any time. Problems experienced on any specific project, or delays in the implementation and funding of projects, could materially adversely affect the Company's business and financial condition.

Uncertainty of Market Acceptance

Many prospective users of the Company's EKOR and waste-to-energy technologies have already committed substantial resources to other forms of radioactive contaminant remediation, municipal waste management and environmentally clean energy production. The Company's growth and future financial performance will depend on demonstrating to prospective collaborative partners and users the advantages of these and others of its products and technologies over alternative products and technologies. There can be no assurance that the Company will be successful in this effort. See Item 1., Description of "Business- -Silicon-Organic Foam;-Waste-to-Energy Technology."

Risk of Environmental Liability

The use of Company's proposed radioactive contaminant technology is subject to numerous national and local laws and regulations relating to the storage, handling, emission, transportation and discharge of such materials, and the use of specialized technical equipment in the processing of such materials. There is always the risk that such materials might be mishandled, or that there might be equipment or technology failures, which could result in significant claims for personal injury, property damage, and clean-up or remediation. Any such claims against the Company could have a material adverse effect on the Company. The Company may be required to obtain environmental liability insurance in the future in amounts that are not presently predictable. There can be no assurance that such insurance will provide coverage against all claims, and

claims may be made against the Company (even if covered by insurance policies) for amounts substantially in excess of applicable policy limits. Any such event could have a material adverse effect on the Company.

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Potential Need for Additional Financing

The Company's future capital requirements could vary significantly and will depend on certain factors, many of which are not within the Company's control. These include the existence and terms of any collaborative arrangements; the ongoing development and testing of its products; the nature and timing of remediation and clean-up projects; and the availability of financing. The Company's lack of operational experience and (in relation to other larger and better financed companies) limited capital resources could make it difficult to successfully bid on major remediation or clean-up projects. In such event, the Company's business development could be limited to smaller projects with significantly lower potential for profit.

In addition, the expansion of the Company's business will require the commitment of significant capital resources for technical and operational support personnel and research and development activities. There can be no assurance that such financing will be available or, if available, that it will be on favorable terms. If adequate financing is not available, the Company may be required to delay, scale back or eliminate certain of its research and development programs, to forego technology acquisition opportunities, or to license third parties to commercialize technologies that the Company would otherwise seek to develop itself. To the extent the Company raises additional capital by issuing equity securities, holders of its outstanding Common Stock will be diluted. See Item 2. "Management's Discussion and Analysis of Results of Operations -- Liquidity and Capital Resources."

While no assurance can be given, management believes the Company can raise adequate capital to keep the Company functioning during 1997. No assurance can be given that the Company can successfully obtain any working capital or complete any proposed offerings or, if obtained, that such funding will not cause substantial dilution to shareholders of the Company. Further, no assurance can be given as to the completion of research and development and the successful marketing of the technologies. See Item 2. "Selected Financial Data; Management's Discussion and Analysis of Financial Condition and Results of Operation - Liquidity and Capital Resources."

Public Offering Uncertain

The Company is exploring additional sources of working capital including private sales of securities, joint ventures, licensing of technologies and a public offering of preferred stock. In September 1996, the Company received a letter of intent from an underwriter pursuant to which the firm agreed in principle to underwrite, on a firm commitment basis, 5,000,000 shares of cumulative convertible preferred stock (not including an underwriter's over-allotment option equal to up to 75,000 shares) at an initial public offering price of \$10.00 per share. In connection therewith, the Company has incurred costs aggregating \$75,000, which if the offering is not consummated, will be charged to expense. The Company is considering alternative financing arrangements, and there is no assurance that the Company will complete that or any other offering.

Competition and Technological Alternatives

The near-term, primary market for the Company's products and technologies is radioactive contamination containment and remediation, the production of steam energy from municipal waste and automated parking garages. Mid-term markets are expected to continue in these technologies and also include silicon carbide "wafer" technology. The Company has limited experience in marketing its

products and technologies and relies on management and consultants for its sales and marketing efforts, whereas other private and public sector companies and organizations have substantially greater financial

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and other resources and experience than the Company. Any one or more of the Company's competitors or other enterprises not presently known to the Company may develop technologies which are superior to the Company's products or other technologies utilized by the Company. To the extent that the Company's competitors are able to offer cost-effective alternatives, the Company's ability to compete could be materially and adversely affected. See Item 1. "Description of Business."

Unpredictability of Patent Protection and Proprietary Technology

Of the Company's present technologies, patent applications have been filed only for the EKOR technology, in Russia and internationally, pursuant to the European Patent Agreement. The Euro-Asian Physical Society is preparing a U.S. patent application covering the EKOR foam technology and expects to file the same in fiscal year 1997. The Company's success depends, in part, on its ability to obtain and enforce patents covering, and maintain trade secrecy protection of its EKOR foam technology and future technologies, and to operate without infringing on the proprietary rights of third parties. There can be no assurance that any of the Company's pending or future patent applications will be approved, that the Company will develop additional proprietary technology that is patentable, that any patents issued to the Company will provide the Company with competitive advantages or will not be challenged by third parties or that the patents of others will not have an adverse effect on the Company's ability to conduct its business. Furthermore, there can be no assurance that others will not independently develop similar or superior technologies, duplicate any of the Company's processes, or design around any technology that is patented by the Company. It is possible that the Company may need to acquire licenses to, or to contest the validity of, issued or pending patents of third parties relating to its products. There can be no assurance that any license acquired under such patents would be made available to the Company on acceptable terms, if at all, or that the Company would prevail in any such contest. In addition, the Company could incur substantial costs in defending itself in suits brought against the Company on its patents or in bringing patent suits against other parties.

In addition to patent protection, the Company also relies on trade secrets, proprietary know-how and technology which it seeks to protect, in part, by confidentiality agreements with its prospective working partners and collaborators, employees and consultants. There can be no assurance that these agreements will not be breached, that the Company would have adequate remedies for any breach, or that the Company's trade secrets and proprietary know-how will not otherwise become known or be independently discovered by others.

No Trading Market for Common Stock Registered Hereunder

There presently exists no trading market for the outstanding shares of the Company's Common Stock being registered pursuant to this Registration Statement, and no such market is expected to develop. See Item 1. "Description of Business - Risk Factors, Shares Eligible for Future Sale."

Dependence on Certain Personnel

The Company's business is substantially dependent on the services and business experience of Dr. Randolph Graves, Peter Gulko, and of ERBC Holdings, Ltd. The loss of the services of any of these individuals or of ERBC Holdings, Ltd., would have a material adverse effect upon the Company. The Company has entered into an Employment Agreement with Dr. Graves which expires on December 31, 1998, and is renewable for additional two-year terms thereafter. The Employment Agreement provides that Dr. Graves may not compete with the Company

for a period of one year following the termination of his employment with the Company. See Item 6. "Executive Compensation."

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Conflicts of Interest

Certain shareholders, directors and officers of the Company are also shareholders, directors, officers and/or employees of a number of companies with which the Company has entered into contracts and expects to conduct business. See Item 7. "Certain Relationships and Related Transactions." Specifically, Kurt Seifman, the beneficial owner of 2,336,300 shares of the Company's Common Stock, is the chief executive officer of ERBC Holdings, Ltd. ("ERBC") which, in turn: (i) has licensed the Silicon-Organic (EKOR) compound technology to the Company (see Item 1. "Description of Business - Silicon-Organic Compound"); (ii) is a principal equity owner of Kurchatov Research Holdings, Ltd. ("KRH"), to which the Company has agreed to remit 50% of all net profits from sales of the EKOR compound (see Item 1. "Description of Business - Silicon-Organic Compound"); and (iii) owns 40% of the outstanding common stock of Arbat American Autopark, Ltd. ("Arbat American") the owner of 50% of the equity in "Cinema World on Arbat," the Russian joint stock company that is expected to develop a Moscow, Russia, parking garage utilizing the Company's automated parking technology. See Item 1. "Description of Business - Automated Parking Garages." In addition, Hans-Joachim Skrobanek, who is a Director and Secretary of the Company and the beneficial owner of 145,000 shares of the Company's Common Stock, is an employee of ERBC and the President and a shareholder of Arbat American. Peter Gulko, who is a Director of the Company and the beneficial owner of 1,355,000 shares of the Company's Common Stock, is an employee of ERBC. See Item 7. "Certain Relationships and Related Transactions" and Item 5. "Directors and Executive Officers." Last, Karl Krobath, a Director of the Company and the beneficial owner of 25,000 shares of the Company's Common Stock, is the chairman and chief executive officer of Eurowaste Management, Ltd. ("Eurowaste"). Eurowaste has agreed to pay technology license fees and consulting fees to the Company with respect to the construction of waste-to-energy plants. See Item 1. "Description of Business - Waste-to-Energy Technology," Item 5. "Directors and Executive Officers," and Item 7. "Certain Relationships and Related Transactions."

By virtue of its ownership interest in KRH, ERBC (and Messrs. Seifman, Skrobanek and Gulko) will derivatively benefit from any sales of EKOR compound by the Company, to a greater extent than they would by virtue of their ownership of Common Stock, alone. Similarly, by virtue of its ownership interest in Arbat American, ERBC (and Messrs. Seifman, Skrobanek and Gulko) will derivatively benefit from the success, if any, of parking garages constructed by Arbat American or its affiliates, which may be disproportionate to the income derived by the Company from royalties paid by Arbat American.

Regulation

There are various U.S. and foreign laws and regulations that govern the marketing, sale or use of its present technologies, including U.S. and various Western European environmental safety laws and regulations pertaining to the containment and remediation of radioactive contamination (in the case of the EKOR compound) and local, Russian and Ukrainian site approval and construction permit, and construction code compliance requirements (in the cases of the Company's automated parking and waste-to-energy technologies).

Shares Eligible for Future Sale

Of the 16,671,836 shares of the Company's Common Stock currently outstanding, 9,673,836 shares are "restricted securities" as that term is defined in Rule 144 under the Securities Act of 1933, as amended (the "Securities Act"), and pursuant to that Rule, under certain circumstances may be sold without registration. While none of such shares will be eligible for sale upon the effectiveness of this Registration Statement, all such shares will

become eligible for sale at various times after the applicable holding period

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has expired, without registration. (1) 6,998,000 shares of the Company's currently outstanding Common Stock were issued without registration pursuant to Rule 504 of Regulation D under the Securities Act, and are free-trading.

Holders of an aggregate of 1,000,000 shares of the Company's Common Stock have mandatory and demand registration rights as to their shares, which may be exercised: (i) in the case of mandatory registration rights, at any time after December 18, 1996, and until December 18, 1997, if the Company proposes to and does file, either on its own behalf or on behalf of any of its security holders or both, a registration statement relating to its capital stock under the Securities Act of 1933, as amended, other than in connection with a dividend re-investment, employee stock purchase, option or similar plan, or in connection with a merger, consolidation or reorganization; and (ii) in the case of demand registration rights, at any time after the Company's Common Stock has been listed for trading on a national stock exchange and prior to December 18, 1998, provided that the shareholders demanding such registration hold not less than 100,000 shares of Common Stock, that the number of shares to be so registered be the equivalent of not less than \$1,000,000 in bona fide, estimated public sale price, and that the Company is not obligated to prepare and file more than two such registration statements exclusive of registration statements on Form S-3. In addition, if a registration statement under the Securities Act which includes such 1,000,000 shares is not declared effective by the Securities Exchange Commission (the "SEC") by April 1, 1997, the Company is obligated to issue an aggregate of 500,000 additional shares of its Common Stock to the holders of those 1,000,000 shares; and if such a registration statement is not declared effective by the SEC by July 1, 1997, the Company is obligated to issue a further aggregate of 500,000 shares of Common Stock to such holders.

The availability for sale, as well as actual sales, of currently outstanding shares of Common Stock, and 900,000 shares of Common Stock issuable upon the exercise of outstanding warrants, may depress the prevailing market price for the Common Stock and could adversely affect the terms upon which the Company would be able to obtain additional equity financing.

ITEM 2. SELECTED FINANCIAL DATA; MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATION

SELECTED FINANCIAL DATA

The following selected financial data has been derived from, and are qualified by reference to, the Financial Statements of the Company. The Company's Financial Statements as of December 31, 1995 and for the period from inception (May 26, 1995) to December 31, 1995, including the Notes thereto and the related auditors' report (which contains an explanatory paragraph relating to the Company's ability to continue as a going concern) of Tabb, Conigliaro & McGann, P.C., independent auditors, are included elsewhere in this Registration Statement. The financial data as of September 30, 1996 and for the nine

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(1) Included in those 9,673,836 shares are 4,288,000 shares of the Company's Common Stock issued to certain employees of and consultants to the Company pursuant to Rule 701 under the Securities Act (the "701 Shares"). Pursuant to Rule 701, holders of the 701 Shares who are not "affiliates" within the meaning of Rule 144 may sell such shares without registration ninety days after the effectiveness of this Registration Statement.

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months ended September 30, 1996, the period from inception (May 26, 1995) to September 30, 1995 and the period from inception (May 26, 1995) to September 30, 1996 are derived from unaudited financial statements included elsewhere in this Registration Statement. The unaudited interim financial statements include all adjustments consisting of normal recurring accruals, which the Company considers necessary for a fair presentation of the financial position and results of operations for these periods. Operating results for the nine months ended September 30, 1996 are not necessarily indicative of the result that may be expected for the entire fiscal year ending December 31, 1996. The following data should be read in conjunction with such Financial Statements and Management's Discussion and Analysis and Plan of Operation.

Statement of Operations Data: (1)

<TABLE>
<CAPTION>

For the Period from

For the Nine

Months Inception

For the Period from Inception

Ended

(May 26, 1995) to

(May 26, 1995) to

September 30,

1996 September 30, 1996

	December 31, 1995	September 30, 1995	
	<C>	<C>	<C>
Compensatory element of stock \$ 1,105,000 issuances	\$ --	\$ --	\$ 1,105,000
Research and development 1,008,000 expenses	212,000	118,000	796,000
Consulting fees 512,000	267,000	166,000	245,000
Other general and administrative 347,000 expenses	34,000	11,000	313,000
Interest expense 5,000	--	--	5,000
-----	-----	-----	-----
NET LOSS \$ (2,977,000)	\$ (513,000)	\$ (295,000)	\$ (2,464,000)
=====	-----	-----	-----
NET LOSS PER SHARE	\$ (0.06) =====	\$ (0.04) =====	\$ (0.20) =====
WEIGHTED AVERAGE NUMBER OF SHARES	8,159,467 =====	7,416,356 =====	12,576,467 =====
OUTSTANDING			

<CAPTION>

Balance Sheet Data:

December 31,
1995September 30,
1996

<S>	<C>	<C>
Working capital (deficit)	\$ 42,000	\$ (1,074,000)
Total assets	\$ 56,000	\$ 81,000
Total liabilities	\$ 13,000	\$ 1,074,000
Deficit accumulated during the development stage	\$ (513,000)	\$ (2,977,000)
Total stockholders' equity (deficiency)	\$ 43,000	\$ (994,000)

</TABLE>

(1) Through September 30, 1996, and since that date, the Company has not derived any sales revenues.

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

GENERAL

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The following discussion of the financial condition and results of operations of the Company should be read in conjunction with the selected financial data and the financial statements and notes thereto appearing elsewhere in this Registration Statement.

The following discussion contains certain forward-looking statements that involve risks and uncertainties. The Company's actual results could differ materially from those discussed herein.

PLAN OF OPERATION

Eurotech, Ltd. (the "Company") is a technology transfer, holding and management company formed to commercialize new, existing but previously unrecognized, and previously "classified" technologies, with a particular emphasis on those developed by prominent research institutes and individual researchers in the former Soviet Union, and to license those and other Western technologies for business and other commercial applications in Central Europe, Eastern Europe, Ukraine, Russia and North America. Through the technology management expertise of its senior executives, the Company identifies, monitors, reviews and assesses technologies for their commercial applicability and potential, and acquires selected technologies by purchase, assignments, and licensing arrangements. The Company operates its business by licensing its technologies to end-users and through development and operating joint ventures and strategic alliances.

The Company was organized and commenced operations in May 1995. The Company is in the development stage and its efforts have been principally devoted to the research and development activities and organizational efforts, including the identification, review and acquisition of various technologies, recruiting its scientific and management personnel and alliances and raising capital.

The Company has not been profitable since inception and expects to incur substantial operating losses over the next twelve months. For the period from inception to September 30, 1996, the Company incurred a cumulative net loss of approximately \$2,977,000. The Company expects that it will generate losses until at least such time as it can commercialize its technologies, if ever. No assurances can be given that the Company can complete development of any technology or that, if any technology is fully developed, it can be manufactured

on a large scale basis or at a feasible cost. Further, no assurance can be given that any technology will receive market acceptance. Being a start-up stage entity, the Company is subject to all the risks inherent in the establishment of a new enterprise and the marketing and manufacturing of a new product, many of which risks are beyond the control of the Company.

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The Company's plan of operation for the next twelve months will consist of activities principally aimed at:

- Identification, evaluation and acquisition of technologies which were developed by a prominent research institute and individual researchers in the former Soviet Union, and others developed in Germany, Israel and the United States.
- Funding development for on-site demonstration testing of its proprietary silicon-organic (EKOR) compound technology for possibly remediating the severe radioactive contamination problems that persist in Chernobyl, Ukraine and three sites in Russia. See Item 1. "Description of Business - Silicon-Organic Compound."
- Introduction of its waste-to-energy technology in the city of Cherkassy, Ukraine. See Item 1. "Description of Business - Waste-to-Energy Technology."
- Introduction of its automated parking technology in Moscow, Russia. See Item 1. "Description of Business - Automated Parking Garages."
- Continued funding of the development of silicon carbide "wafer" technology in conjunction with I.V. Kurchatov Institute in Moscow and Euro-Asian Physical Society. See Item 1. "Description of Business - General."
- Seeking to establish further strategic partnerships and joint ventures for the development, marketing, sales, license and manufacturing of the Company's existing and proposed technologies.

RESULTS OF OPERATION

Nine Months Ended September 30, 1996 vs. the Period from Inception (May 26, 1995) to September 30, 1995:

The Company commenced operations on May 26, 1995. The Company had no revenues for the aforementioned periods. Consulting and other general and administrative expenses increased from \$177,000 for the period ended September 30, 1995 to \$558,000 in the first nine months of 1996 as a result of an increase in employees and consulting expenses.

The Company is focusing on the commercialization of its technologies. Research and development expenses increased in the nine months ended September 30, 1996 to \$796,000 from \$118,000 for the period ended September 30, 1995 as the Company funded the development of additional technologies.

The compensatory element of stock issuances increased in the nine months ended September 30, 1996 to \$1,105,000 from \$-0- in 1995.

For the nine months ended September 30, 1996 and the period from inception (May 26, 1995) through September 30, 1995, the Company incurred operating losses of \$2,464,000 and \$295,000, respectively. The losses are principally due to expenses incurred in the development of the technologies, including administrative expenses and the compensatory element of stock issuances.

The Company does not expect to have any revenues through the first half of

1997. The Company will record a charge against income of approximately \$2,000,000 during fiscal 1997 related to shares of common stock issued in connection with the bridge financing completed in December of 1996. The Company intends to invest significantly in research and development of its technologies. As a result, there can be no assurance that the Company will be profitable on a quarterly or annual basis.

LIQUIDITY AND CAPITAL RESOURCES

The Company's principal sources of working capital have been net proceeds of approximately \$842,000 from the offering of common stock under Rule 504 of Regulation D, shareholder advances aggregating \$341,000 and from the bridge financing discussed below, completed in December of 1996 of \$2,000,000. Of the shareholder advances, promissory notes evidencing approximately \$200,000 of shareholder indebtedness were exchanged for units in the bridge financing and \$141,000 was repaid from the proceeds of the bridge financing. The net proceeds of the bridge financing reflect the cancellation of the notes referred to above and are being used for repayment of accrued liabilities and funding the development of certain technologies and for other working capital purposes.

In December 1996, the company entered into a purchase agreement for an offering of up to an aggregate of 40 units to certain accredited investors as defined pursuant to Rule 501 of the Securities Act of 1933 (as amended) (the "Act") pursuant to Rule 506 of Regulation D under the Act (the "Bridge Financing"). Each unit consists of one promissory note issued by the Company in the principal amount of \$50,000 bearing interest at the rate of 12% per annum and 25,000 shares of the Company's Common Stock. Under the agreement, the notes are due one year from the issuance date. Gross proceeds received under this offering were \$2,000,000. The shares of common stock issued pursuant to this agreement have, among other things, demand and mandatory registration rights, including penalties, which could require the Company to issue to the unit holders up to 1,000,000 additional shares of common stock if shares are not registered within the specified time frame. See Note 13 to accompanying financial statements.

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The Company had a working capital deficiency and stockholders' deficiency of \$1,074,000 and \$994,000, respectively, as of September 30, 1996.

The report of the Company's independent certified public accountants contains an explanatory paragraph relating to the Company's ability to continue as a going concern.

The Company has agreed to fund the commercialization of certain technologies developed in the former Soviet Union by scientists and researchers at the I.V. Kurchatov Institute ("Kurchatov"), other institutes associated therewith, and the Euro-Asian Physical Society ("EAPS"), collectively the "Scientists". Kurchatov will provide the materials, facilities and personnel to complete the necessary work to commercialize such technologies.

In addition, the Company expects to fund during 1997 development and commercialization expenses related to other technologies developed by scientists and researchers in Germany, Russia, Israel and the United States.

The Company will require additional financing to continue to fund research and development efforts, operating costs and complete necessary work to commercialize its technologies. No assurance can be given that additional financing can be obtained, or if obtainable, that the terms will be satisfactory to the Company.

The Company is exploring additional sources of working capital including private sales of securities, joint ventures and licensing of technologies and a public offering of preferred stock. In September 1996, the Company received a

letter of intent from an underwriter pursuant to which the firm has agreed in principle to underwrite, on a firm commitment basis, 5,000,000 shares of cumulative convertible preferred stock (not including an underwriter's over-allotment option equal to up to 75,000 shares) at an initial public offering price of \$10.00 per share. In connection therewith, the Company has incurred offering costs aggregating \$75,000, which if the offering is not consummated, will be charged to expense. The Company is considering alternative financing arrangements, and there is no assurance that the Company will complete that or any other offering.

While no assurance can be given, management believes the Company can raise adequate capital to keep the Company functioning during 1997. No assurance can be given that the Company can successfully obtain any working capital or complete any proposed offerings or, if obtained, that such funding will not cause a dilution to shareholders of the Company. Further, no assurance can be given as to the completion of research and development and the successful marketing of the technologies. See Item 1. "Description of Business - Risk Factors - Public Offering Uncertain."

ITEM 3. PROPERTIES

The Company occupies office space at 1200 Prospect Street, Suite 425, LaJolla, California 92037 pursuant to a lease commencing August 30, 1996, and ending October 30, 1997, for which the Company pays an annual rent of \$30,600. The Company believes it will be able to renew said lease and that its current facilities are sufficient to meet the requirements of the Company's planned growth for approximately the next year.

The Company also occupies office space at the premises of Technion Entrepreneurial Incubator, Ltd., in Haifa, Israel, on a month-to-month tenancy basis. The Company expects to commence rental payments for such Israeli office in March, 1997 at the rate of \$300 per month. Such office will be utilized by the Company for its contemplated, Israeli technology development and marketing activities. See, Item 1., "Description of Business -- General."

ITEM 4. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth certain information known to the Company regarding the beneficial ownership of the Company's securities at the date of this Registration Statement by each person known by the Company to beneficially own more than 5% of each class of the Company's securities. At the date of this Registration Statement only shares of the Company's Common Stock are issued and outstanding.

<TABLE>
<CAPTION>

Title of Class	Name and Address of Beneficial Owner	Amount and nature of Beneficial Ownership	Percent of Class
<S> Common Stock	<C> Kurt Seifman 150 East 58th Street New York, New York 10155	<C> 2,848,800	<C> 17.07%
	Peter Gulko 976 Rock Haven Drive Rockville, Maryland 20852	1,355,000	8.12%

</TABLE>

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The following table sets forth certain information known to the Company regarding the beneficial ownership of the Company's securities at the date of

this Registration Statement by each director and executive officer of the Company, and by the directors and executive officers as a group.

<TABLE>
<CAPTION>

Title of Class	Name and Address of Beneficial Owner	Amount and nature of Beneficial Ownership	Percent of Class
<S>	<C>	<C>	<C>
Common Stock	Peter Gulko	1,355,000	8.12%
	Randolph A. Graves, Jr.	615,000	3.69%
	Hans-Joachim Skrobanek	145,000	0.87%
	Karl J. Krobath	25,000	0.15%
Directors and Officers as a Group		2,140,000	12.84%
(4 persons)			

ITEM 5. DIRECTORS AND EXECUTIVE OFFICERS

The directors and executive officers of the Company are as follows:

Name	Age	Position with the Company
Randolph A. Graves, Jr.	57	Director, Chairman and Chief Executive Officer, President
Karl J. Krobath	62	Director
Hans-Joachim Skrobanek	46	Director, Secretary
Peter Gulko	48	Director

Dr. Randolph A. Graves, Jr. has served as a Director, Chairman and Chief Executive Officer of the Company since its incorporation in May, 1995. From November, 1992, until January, 1995, Dr. Graves was the President and Chief Executive Officer of Mosaic Multisoft Corp., a computer software company. From February, 1991, until November, 1992, Dr. Graves was President of Graves Technology, Inc., a technology consulting company. From September, 1989, until January, 1991, Dr. Graves was the Vice President - Applications, of Super Computing Solutions, Inc., a computer and software development company. From June, 1963, until September, 1989, Dr. Graves was the Research and Development Division Director of the National Aeronautics and Space Administration in Washington, D.C. Dr. Graves received his Doctor of Science degree in 1978 from the George Washington University, and a Masters degree in Business from Stanford University in 1983.

Karl J. Krobath has served as a Director of the Company since its incorporation in May, 1995. In addition to his duties as a Director of the Company, since 1995 Mr. Krobath has been Chairman and Chief Executive Officer of Eurowaste Management, Ltd. which is involved in the development, ownership and operation of waste-to-energy plants utilizing the Company's waste-to-energy technology (see Item 1. "Description of Business - Risk Factors - Conflicts of Interest," and Item 7. "Certain Relationships and Related Transactions"); and since 1994 Mr. Krobath has served as a business advisor to Nordex, GmbH, a trading company in Vienna, Austria. From 1993 until 1994, Mr. Krobath was the President of Eisenbeiss-Sohne, an Austrian gear manufacturing company. From 1991 through 1992, he was engaged as an East-West trading consultant in the trading

business maintained by Dr. Karl Pisec in Vienna, Austria. In 1962 Mr. Krobath received a Masters Degree in Science from Montanuniversitat (University for Mining and Metallurgy) in Austria.

Hans-Joachim Skrobanek has served as a Director and the Secretary of the Company since its incorporation in May, 1995. In addition to his duties as a Director and Secretary of the Company, since 1995 Mr. Skrobanek has been employed as a managing director of ERBC Holdings, Ltd., a project development and finance company in Rockville, Maryland, where he has coordinated that company's Western European activities; and since 1995 has been the President of Arbat American Autopark, Ltd., which is involved in the development, ownership and operation of parking garages utilizing the Company's automated parking technology. See Item 1. "Description of Business - Risk Factors Conflicts of Interest," and Item 7. "Certain Relationships and Related Transactions." From 1989 through 1994 Mr. Skrobanek was a managing director of FBT, a finance company in Berlin, Germany, where he was involved in that company's East-West financing transactions. In 1976 Mr. Skrobanek received a Diploma in Economics from the Johann Wolfgang Goethe Universitat in Frankfurt, Germany.

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Peter Gulko has been a Director of the Company since its incorporation in May, 1995. From May, 1994, Mr. Gulko has also been employed as a managing director of ERBC Holdings, Ltd., where he is involved in that company's activities in the former Soviet Union. See Item 1. "Description of Business - Risk Factors - Conflicts of Interest," and Item 7. "Certain Relationships and Related Transactions." From 1995 Mr. Gulko has also been the President of CIS Development, Inc., a consulting company of which he is the sole owner. From 1991 until 1994 Mr. Gulko was the director of the Moscow, Russia, office of TMR, International, a technology transfer company that specialized in oil refining. Mr. Gulko is a 1973 recipient of a Masters Degree in Civil Engineering from Novocherkassk University in Russia.

ITEM 6. EXECUTIVE COMPENSATION

The following table sets forth the compensation paid by the Company for services rendered in all capacities during the calendar years 1996 and 1995 to those persons who served as its chief executive officer during 1996. No other executive officer or key employee (other than the chief executive officer) was compensated in excess of \$100,000.

<TABLE>

<CAPTION>

SUMMARY COMPENSATION TABLE

		Annual		
Compensation				
Other Annual				
Compensation		Salary	Bonus	
(\$)		(\$)	(\$)	
Name and Principal Position		Year		
<S>		<C>	<C>	<C>
<C>		1996	\$7,375	\$20,000
\$243,109				

Randolph A. Graves, Jr, President & Chief Executive Officer... 1995
\$10,500

0

0

</TABLE>

Employment Agreement

The Company has entered into an Employment Agreement with Dr. Randolph Graves, Jr., as President of the Company. The term of that agreement expires on December 31, 1998, and is subject to renewal for additional two-year periods thereafter, and is also subject to earlier termination upon the occurrence of certain specified events. Pursuant to the Employment Agreement, Dr. Graves will be entitled to receive: (i) a base salary of \$77,374 per year, subject to modification upon each renewal; (ii) an additional 255,000 shares of the Company's Common Stock (which shares were issued to Dr. Graves in fiscal year 1996) and such bonus and other additional compensation as the Board of Directors may authorize.

The Employment Agreement also contains covenants prohibiting the employee, during the term of the Agreement and the one year period commencing upon termination of the Agreement, from directly or indirectly competing with the Company, and prohibiting the employee, during the term of the Agreement and the three-year period following its termination, from disclosing any of the Company's proprietary information and/or trade secrets.

Board of Directors

All Directors hold office until the next annual meeting of shareholders of the Company or until their successors have been elected. All officers are appointed annually by the Board of Directors and, subject to existing employment agreements, serve at the discretion of the Board. Directors who are employees of the Company receive no compensation for serving on the Board of Directors. It is expected that Directors who are not employees of the Company will receive compensation for their services in an amount to be determined. All Directors are reimbursed by the Company for any expenses incurred in attending Director's meetings. The Company may attempt to obtain Officers and Directors liability insurance.

Audit Committee of the Board of Directors

The Board of Directors has established an Audit Committee, the current members of which are Messrs. Graves and Krobath. The functions of the Audit Committee are to recommend annually to the Board of Directors the appointment of the independent auditors of the Company, discuss and review in advance the scope and the fees of the annual audit and review the results thereof with the independent auditors, review and approve non-audit services of the independent auditors, review compliance with existing major accounting and financial reporting policies of the Company, review the adequacy of the financial organization of the Company and review management's procedures and policies relating to the adequacy of the Company's internal accounting controls and compliance with applicable laws relating to accounting practices.

1995 Incentive Stock Option Plan

The Company has adopted its 1995 Incentive Stock Option Plan ("Plan"). The Board believes that the Plan is desirable to attract and retain executives and other key employees of outstanding ability. Under the Plan, options to purchase an aggregate of not more than 500,000 shares

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of Common Stock may be granted from time to time to key employees, officers, directors, advisors and consultants to the Company or to any of its

subsidiaries.

The Plan is currently administered by the Board of Directors which may empower a committee to administer the Plan. The Board is generally empowered to interpret the Plan, prescribe rules and regulations relating thereto, determine the terms of the option agreements, amend them with the consent of the optionee, determine the individuals to whom options are to be granted, and determine the number of shares subject to each option and the exercise price thereof. The per share exercise price for options granted under the Plan are determined by the Board of Directors provided that the exercise price of incentive stock options ("ISOs") will not be less than 100% of the fair market value of a share of the Common Stock on the date the option is granted (110% of fair market value on the date of grant of an ISO if the optionee owns more than 10% of the Common Stock of the Company). Upon exercise of an option, the optionee may pay the purchase price with previously acquired securities of the Company, or at the discretion of the Board, the Company may loan some or all of the purchase price to the optionee.

Options will be exercisable for a term determined by the Board, which will not be greater than ten years from the date of grant (five years in the case of ISO's). Options may be exercised only while the original grantee has a relationship with the Company which confers eligibility to be granted options or within three months after termination of such relationship with the Company, or up to one year after death or total and permanent disability. In the event of the termination of such relationship between the original grantee and the Company for cause (as defined in the Plan), all options granted to that original optionee terminate immediately. In the event of certain basic changes in the Company, including a reorganization, merger or consolidation of the Company, or the purchase of shares pursuant to a tender offer for shares of Common Stock of the Company, in the discretion of the Committee, each option may become fully and immediately exercisable. ISOs are not transferable other than by will or the laws of descent and distribution. Non-qualified stock options may be transferred to the optionee's spouse or lineal descendants, subject to certain restrictions. Options may be exercised during the holder's lifetime only by the holder, his or her guardian or legal representative.

Options granted pursuant to the Plan may be designated as ISOs, with the attendant tax benefits provided under Section 421 and 422 of the Internal Revenue Code of 1986. Accordingly, the Plan provides that the aggregate fair market value (determined at the time an ISO is granted) of the Common Stock subject to ISOs exercisable for the first time by an employee during any calendar year (under all plans of the Company and its subsidiaries) may not exceed \$100,000. The Board may modify, suspend or terminate the Plan; provided, that certain material modifications affecting the Plan must be approved by the stockholders, and any change in the Plan that may adversely affect an optionee's rights under an option previously granted under the Plan requires the consent of the optionee.

To date, no options have been granted pursuant to the Plan.

Compensation of Directors

The Company's directors do not receive any compensation for their service as directors or on any committee of the Board.

ITEM 7. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Shareholder and Other Loans.

On June 30, 1996, Richard A. Wall Associates, Inc. a company controlled by Richard A. Wall (who has acted as a consultant to and a promotor of the Company) loaned \$128,300 to the Company, payable with accrued interest at the rate of 10% per annum, on December 31, 1996.

On August 31, 1996, Richard A. Wall Associates, Inc., Chad Nellis (a shareholder and the son of Mr. Wall) and D.K. Rogers (a shareholder and

consultant to the Company) loaned to the Company \$13,000, \$100,000, and \$100,000, respectively, each such loan being payable, with accrued interest at the rate of 10% per annum, on December 31, 1996.

The loans made by Richard A. Wall Associates, Inc., were repaid in full in fiscal year 1996. The loans made by Mr. Nellis and Ms. Rogers were fully converted into four Units in the Company's third unregistered offering of Common Stock pursuant to Rule 506 of Regulation D under the Securities Act. See Item 10. "Recent Sales of Unregistered Securities."

Issuance of Common Stock to Consultants and Advisors.

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On October 10, 1995, the Company granted options to Richard A. Wall, Kelly Capital Corporation and Ruffa & Ruffa, to acquire 200,000 shares, each, of the Company's Common Stock in exchange for past financial public relations, investment banking and legal services, respectively. The shares issuable upon exercise of those options were part of the Company's first unregistered offering of Common Stock pursuant to Rule 504 of Regulation D under the Securities Act of 1933. See Item 10. "Recent Sales of Unregistered Securities." All such options were exercised on January 18, 1996.(1)

The services of Mr. Wall, Kelly Capital Corporation and Ruffa & Ruffa were each valued by the Company at \$25,000, which valuation the Company believes to be fair and reasonable.

Common Directors and Shareholders

See Item 1. "Description of Business - Risk Factors - Conflicts of Interest."

ERBC Holdings, Ltd. ERBC Holdings, Ltd., a Delaware corporation ("ERBC"), is the beneficial owner of 255,000 shares of the Company's Common Stock. Two employees of ERBC, Hans-Joachim Skrobanek and Peter Gulko, are shareholders and directors of the Company, and Mr. Skrobanek is the Secretary of the Company. Mr. Skrobanek is the beneficial owner of 145,000 shares, and Mr. Gulko is the beneficial owner of 1,355,000 shares, of the Company's Common Stock. The chief executive officer of ERBC, Kurt Seifman, is the beneficial owner of 2,336,300 shares of the Company Common Stock.

Eurowaste Management, Ltd. The chairman and chief executive officer of Eurowaste Management, Ltd., a Delaware corporation ("Eurowaste"), Karl Krobath, is a shareholder and director of the Company. Mr. Krobath is the beneficial owner of 25,000 shares of the Company's Common Stock.

Arbat American Autopark, Ltd. Hans-Joachim Skrobanek, a shareholder, director and the Secretary of the Company, is a shareholder and president of Arbat American Autopark, Ltd., a Delaware corporation ("Arbat American"). ERBC is the beneficial owner of 40% of the outstanding common stock of Arbat American.

- -----

(1) On June 1, 1996, the Company's Board of Directors authorized a four-for-one forward split of the then outstanding shares of the Company's Common Stock. The number of shares of Common Stock issuable upon exercise of the foregoing options has been restated to reflect such stock split.

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Transactions Involving ERBC, Eurowaste and Arbat American.

See Item 1. "Description of Business - Risk Factors - Conflicts of Interest."

Silicon-Organic (EKOR) Compound. Pursuant to the License Agreement among the Euro-Asian Physical Society ("EAPS"), a professional society of scientists, physicists and engineers in the former Soviet Union (as Licensor), and ERBC (as Licensee) dated September 6, 1996 (the "EAPS-ERBC License") ERBC became the exclusive licensee of all right, title and interest in and to the EKOR technology in Canada, China, Japan, the Republic of Korea, the United States of America, Ukraine and all countries that are members of the European Patent Agreement (the "Territory") for a term expiring on August 1, 2014. The EAPS-ERBC License, among other things, grants ERBC the right to sub-license its rights and interest thereunder. Pursuant to the License Agreement among ERBC and the Company dated September 16, 1996 (the "ERBC-Eurotech License"), ERBC exclusively sub-licensed all of its right, title and interest in and to the EKOR technology to the Company for a term co-terminus with the term of the EAPS-ERBC License. Pursuant to an agreement among Kurchatov Research Holdings, Ltd., a Delaware corporation ("KRH") and the Company dated January 28, 1997, 50% of the net profits the Company derives from the commercialization, sale or licensing of any technology developed by the I.V. Kurchatov Institute ("Kurchatov") and EAPS will be remitted to KRH. 50% of the KRH's outstanding capital stock is owned by ERBC, and 50% is owned by individual Russian scientists, researchers and academics affiliated with either or both Kurchatov and EAPS.

Waste-to-Energy Technology. Pursuant to a letter agreement among the Company and Eurowaste Management, Ltd., a Delaware corporation ("Eurowaste") dated September 18, 1996, Eurowaste has agreed to pay to the Company \$2,450,000 upon the initiation of construction of the first waste-to-energy plant in which Eurowaste is involved, and to pay to the Company \$425,000 upon the initiation of construction of each additional waste-to-energy plan in which Eurowaste is involved. The Company believes that the terms of this agreement are fair and commercially reasonable.

Automated Parking Garages. Pursuant to a letter agreement among the Company and Arbat American Autopark, Ltd., a Delaware corporation ("Arbat American") dated January 28, 1997, Arbat American has agreed to pay to the Company \$1,250 per parking space in each parking garage erected by Arbat American or any affiliate of Arbat American the design of which substantially conforms to the technology, designs, renderings, blueprints and plans previously furnished by the Company to Arbat American. The Company believes that the terms of such agreement are fair and commercially reasonable.

ITEM 8. LEGAL PROCEEDINGS

The Company is not involved in any litigation.

ITEM 9. MARKET PRICE AND DIVIDENDS OF THE REGISTRANT'S COMMON EQUITY AND OTHER STOCKHOLDER MATTERS

Trading Market. The Company's Common Stock trades on the NASDAQ Electronic Bulletin Board market.

Principal Market-Makers. Following are the principal market-makers in the Company's Common Stock: Cantor Fitzgerald Securities, Grady & Hatch, Olson & Company, Sherwood Securities, Fahnstock & Co., Paragon Capital Corporation, and Nash Weiss & Co.

Number of Shareholders of Record. The following table sets forth the approximate number of holders of record of the Company's Common Stock at the end (December 31) of fiscal year 1996. The Common Stock is the only class of the Company's equity securities share of which are outstanding.

Title of Class

Number of Record Holders
at end (Dec. 31) of Fiscal Year 1996

Common Stock

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Dividends. To date the Company has not declared or paid dividends on its Common Stock. The Company presently plans to retain earnings, if any, for use in its business.

Market Price. The following table set forth the quarterly high and low closing bid and closing asked prices for the Company's Common Stock, since July 25, 1995:

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<TABLE>

<CAPTION>

1995 ----	CLOSING BID		CLOSING ASKED	
	HIGH -----	LOW -----	HIGH -----	LOW -----
<S>	<C>	<C>	<C>	<C>
JULY 25 (First Available) THRU SEPT. 29	2.875	2.125	3.125	2.375
OCT. 2 THRU DEC. 29	4	2.25	4.50	3
1996 ----				
JAN. 2 THRU MAR. 29 (Excluding Jan. 8)	5.375	4	5.875	4.50
APR. 1 THRU JUNE 21	9.25	2.50	9.625	3
JUNE 24 THRU JUNE 28	2.625	2	2.875	2.375
JULY 1 THRU SEPT. 30	2.50	1.325	2.625	1.40625
OCT. 1 THRU DEC. 31	10	1.9375	10.25	2.0625

</TABLE>

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<PAGE>

<TABLE>

<CAPTION>

1997 ----				
<S>	<C>	<C>	<C>	<C>
JAN. 2				

THRU	12.25	1.825	12.50	8.50
JAN. 28				

</TABLE>

The foregoing data represents prices between dealers and does not include retail mark-ups, mark-downs or commissions, nor does such data represent actual transactions or adjustments for stock-splits or dividends.

Source: National Quotation Bureau, Inc.

ITEM 10. RECENT SALES OF UNREGISTERED SECURITIES

In December, 1995, the Company completed a private placement of 4,280,000(1) shares of its Common Stock for an aggregate offering price of \$305,000, of which: (i) 440,000 shares were issued in exchange for services rendered in connection with that offering, valued by the Company at \$27,500; (ii) 600,000 shares were issued in exchange for certain legal, financial public relations and investment banking services rendered to the Company and valued by the Company at \$75,000 in the aggregate; and (iii) 600,000 shares were issued in exchange for a certain technology license, valued by the Company at \$37,500. The shares were offered and sold in reliance on an exemption from registration pursuant to Rule 504 of Regulation D under the Securities Act of 1933 (the "Act") and only to accredited investors within the meaning of Rule 501 of the Regulation D under the Act. The proceeds of such offering have been used as follows:

Purpose	Amount
Payment for services rendered	\$ 102,500
Acquisition of technology license	\$ 37,500
Technology development	\$ 165,000

In June, 1996, the Company completed a private placement of 2,718,0001 shares of its Common Stock for an aggregate offering price of \$679,500. The shares were offered and sold in reliance on an exemption from registration pursuant to Rule 504 of Regulation D under the Securities Act of 1933 (the "Act") and only to accredited investors within the meaning of Rule 501 of the Regulation D under the Act. The proceeds of such offering have been used as follows:

Purpose	Amount
Bonuses	\$ 20,000
Accounting Fees	22,000
Technology Development	637,500

In December, 1996, the Company completed a private placement of 40 Units, each consisting of the Company's one-year promissory note in the principal amount of \$50,000 and 25,000 shares of its Common Stock for an aggregate offering price of \$2,000,000. The Units were offered and sold in reliance on an exemption from registration pursuant to Rule 506 of Regulation D under the Act, and only to accredited investors within the meaning of Rule 501 of Regulation D under the Act.

- -----

(1) On June 1, 1996, the Company's Board of Directors authorized a four-for-one forward split of the then outstanding shares of the Company's Common Stock. The number of shares issued in this offering have been re-stated adjusted to reflect such stock split.

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The proceeds of such offering have been used as follows:

Purpose	Amount
Legal fees	\$ 120,000
Accounting fees	5,000
Consulting fees	350,000
Repayment of loans	210,000
Salaries	100,000
Technology development	915,000
Reserved for working capital	300,000

ITEM 11. DESCRIPTION OF SECURITIES TO BE REGISTERED

The capital stock being registered is Common Stock

General

The Company's authorized capital consists of 50,000,000 shares of Common Stock, par value \$.00025 per share, and 1,000,000 shares of "blank check" Preferred Stock (the "Blank Check Preferred Stock"). As of the date of this Registration Statement there are outstanding 16,671,836 shares of Common Stock, and no shares of Blank Check Preferred Stock.

Common Stock

The Company is authorized to issue 50,000,000 shares of Common Stock. All the issued and outstanding shares of Common Stock are validly issued, fully paid and non-assessable. Each outstanding share of Common Stock has one vote on all matters requiring a vote of the stockholders. There is no right to cumulative voting; thus, the holders of fifty percent or more of the shares outstanding can, if they choose to do so, elect all of the directors of the Company. In the event of a voluntary or involuntary liquidation of the Company, all stockholders are entitled to a pro rata distribution after payment of liabilities and after provision has been made for each class of stock, if any, having preference over the Common Stock. The holders of the Common Stock have no preemptive rights with respect to the Company's offerings of shares of its Common Stock. Holders of Common Stock are entitled to dividends if, as and when declared by the Board of Directors out of the funds legally available therefor. It is the present intention of the Company to retain earnings, if any, for use in its business. Dividends are, therefore, unlikely in the foreseeable future.

ITEM 12. INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Company's Certificate of Incorporation provides that the Company shall, to the full extent permitted by Section 29-304 of the District of Columbia Business Corporation Act, as from time to time amended and in effect (the "BCA"), indemnify any and all persons it has the power to indemnify under said section. Section 29-304 of the BCA grants to the Company the power to indemnify any and all of its directors or officers or former directors or officers or any person who may have served at its request as a director or officer of another corporation in which it owns shares of capital stock or of which it is a creditor against expenses actually and necessarily incurred by them in connection with the defense of any action, suit or proceeding in which they, or any of them, are made parties or a party, by reason of being or having been directors or officers or a director or officer of the Company, or of such other corporation, except in relation to matters as to which any such director or officer or former director or officer or person is adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty. Such indemnification is not deemed to be exclusive of any other rights to which those indemnified may be entitled, under any bylaw, agreement, vote of stockholders or otherwise. The foregoing provisions of the Company's Certificate of Incorporation may reduce the likelihood of derivative litigation against the Company's directors and officers for breach of their fiduciary duties, even though such action, if successful, might otherwise benefit the Company and its stockholders.

Additionally, the Company's By-Laws provide for the indemnification of

directors and officers. The specific provisions of the By-Laws related to such indemnification are as follows:

ARTICLE VI INDEMNIFICATION

No director shall be liable to the corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except with respect to (1) a breach of the director's duty of loyalty to the corporation or its stockholders, (2) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) liability which may be specifically defined by law or (4) a transaction from which the director derived an improper personal benefit, it being the intention of the foregoing provision to eliminate the liability of the corporation's directors of the corporation's directors to the corporation or its stockholders to the fullest extent permitted by law. The corporation shall indemnify to the fullest extent permitted by law each person that such law grants the corporation the power to indemnify.

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ITEM 13. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

See, Part F/S.

ITEM 14. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS

Since its incorporation, the Company has neither changed nor had any disagreements with its accountants, Tabb, Conigliaro & McGann, P.C.

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PART F/S

EUROTECH, LTD. (A Development Stage Company) INDEX TO FINANCIAL STATEMENTS

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(May 26, 1995) to September 30, 1996 (Unaudited)

NOTES TO FINANCIAL STATEMENTS

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Board of Directors and Stockholders
Eurotech, Ltd.

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying balance sheet of Eurotech, Ltd. (a development stage company) as of December 31, 1995 and the related statements of operations, stockholders' equity (deficiency), and cash flows for the period from inception (May 26, 1995) to December 31, 1995. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Eurotech, Ltd. (a development stage company) at December 31, 1995 and the results of its operations and its cash flows for the period from inception (May 26, 1995) to December 31, 1995, in conformity with generally accepted accounting principles.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the financial statements, the Company has suffered a loss from operations in its initial year of operations and has working capital of \$42,001 that raise substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 1. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ TABB, CONIGLIARO & McGANN, P.C.

TABB, CONIGLIARO & McGANN, P.C.

New York, New York
March 22, 1996

(Except for Notes 2(1) and 2(m), as to which
the date is June 1, 1996)

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<PAGE>

EUROTECH, LTD.
(A Development Stage Company)
BALANCE SHEETS

A S S E T S

	At December 31, 1995	At September 30, 1996
	-----	-----
		(Unaudited)
CURRENT ASSETS:		
Cash (Note 9)	\$ 54,001	\$ --
Prepaid expenses	1,100	200
	-----	-----
TOTAL CURRENT ASSETS	55,101	200
COMPUTER EQUIPMENT - net of accumulated depreciation (Note 3)	--	1,660
ORGANIZATION COSTS - net of accumulated amortization (Note 4)	1,375	1,142
DEFERRED OFFERING COSTS (Note 11)	--	75,000
SECURITY DEPOSIT	--	2,500
	-----	-----
TOTAL ASSETS	\$ 56,476	\$ 80,502
	=====	=====
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIENCY)		
CURRENT LIABILITIES:		
Bank overdraft	\$ --	\$ 24,959
Accrued expenses (Notes 8 and 10)	13,100	703,047
Notes payable - shareholders (Note 5)	--	341,300
Accrued interest payable - shareholders	--	4,983
	-----	-----
TOTAL CURRENT LIABILITIES	13,100	1,074,289
	-----	-----
COMMITMENTS AND OTHER MATTERS (Notes 1, 8, 9, 10, 11 and 13)		
STOCKHOLDERS' EQUITY (DEFICIENCY):		
Preferred stock - \$0.01 par value; 1,000,000 shares authorized; -0- shares issued and outstanding	--	--
Common stock - \$0.00025 par value; 50,000,000 shares authorized; 9,500,800 and 15,666,800 shares issued and outstanding at December 31, 1995 and September 30, 1996, respectively (Note 6)	2,375	3,917
Additional paid-in capital	482,227	1,980,523
Additional paid-in capital - stock options (Note 6)	75,000	--
Due from stockholders (Note 6)	(3,000)	(1,000)
Deficit accumulated during the development stage	(513,226)	(2,977,227)
	-----	-----
TOTAL STOCKHOLDERS' EQUITY (DEFICIENCY)	43,376	(993,787)
	-----	-----
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIENCY)	\$ 56,476	\$ 80,502

=====

See Independent Auditors' Report.
See notes to financial statements.

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EUROTECH, LTD.
(A Development Stage Company)
STATEMENTS OF OPERATIONS

<TABLE>
<CAPTION>

	For the Period from Inception (May 26, 1995) to		For the Nine Months Ended	For the Period from Inception (May 26, 1995) to
	December 31, 1995	September 30, 1995	September 30, 1996	September 30, 1996
	-----	-----	-----	-----
		(Unaudited)	(Unaudited)	(Unaudited)
<S>	<C>	<C>	<C>	<C>
REVENUES	\$ --	\$ --	\$ --	\$ --
	-----	-----	-----	-----
OPERATING EXPENSES:				
Compensatory element of stock issuances (Note 6)	--	--	1,105,188	1,105,188
Research and development (Note 8)	212,061	118,061	795,550	1,007,611
Consulting fees (Notes 8 and 10)	266,900	166,000	245,453	512,353
Other general and administrative	34,265	11,098	312,827	347,092
Interest expense (Note 5)	--	--	4,983	4,983
	-----	-----	-----	-----
TOTAL OPERATING EXPENSES	513,226	295,159	2,464,001	2,977,227
	-----	-----	-----	-----
NET LOSS	\$ (513,226)	\$ (295,159)	\$ (2,464,001)	\$ (2,977,227)
	=====	=====	=====	=====
NET LOSS PER COMMON SHARE	\$ (0.063)	\$ (0.040)	\$ (0.196)	
	=====	=====	=====	
WEIGHTED AVERAGE NUMBER OF SHARES OUTSTANDING	8,159,467	7,416,356	12,576,467	
	=====	=====	=====	

</TABLE>

See Independent Auditors' Report.
See notes to financial statements.

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EUROTECH, LTD.
 (A Development Stage Company)
 STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIENCY)
 FOR THE PERIOD FROM INCEPTION (MAY 26, 1995) TO DECEMBER 31, 1995
 AND THE NINE MONTHS ENDED SEPTEMBER 30, 1996 (UNAUDITED)

(Notes 6 and 7)

<TABLE>

<CAPTION>

Additional				Additional
Paid-in				Paid-in
Capital Stock	Due From	Date of	Common Stock	Paid-in
Options	Stockholders	Transaction	Shares	Capital
-----	-----	-----	-----	-----
		(1)		
<S>		<C>	<C>	<C>
<C>	<C>			
Period Ended December 31, 1995:				
Founder shares issued (\$0.00025 per share)		05/26/95	4,380,800	\$ 1,095
\$ -- \$ --				(1,095)
Issuance of stock for offering consulting fees				
(\$0.0625 per share)		08/31/95	440,000	110
-- --				27,390
Issuance of stock (\$0.0625 and \$0.25				
per share)		Various	4,080,000	1,020
-- (3,000)				523,980
Issuance of stock for license (\$0.0625 per				
share)		08/31/95	600,000	150
-- --				37,350
Issuance of stock options for offering legal				
and consulting fees			--	--
75,000 --				--
Offering expenses			--	--
-- --				(105,398)
Net loss			--	--
-- --				--
-----	-----		-----	-----
Balance - December 31, 1995			9,500,800	2,375
75,000 (3,000)				482,227
Nine Months Ended September 30, 1996:				
(Unaudited)				
Issuance of stock (\$0.25 per share)		Various	1,278,000	320
-- --				319,180
Exercise of stock options		01/18/96	600,000	150
(75,000) --				75,000
Issuance of stock for consulting fees				
(\$0.34375 per share)		03/22/96	160,000	40
-- --				54,960
Issuance of stock for consulting fees (\$0.0625				
per share)		05/15/96	2,628,000	657
-- --				163,593
Issuance of stock for consulting fees				

(\$0.590625 per share)	06/19/96	1,500,000	375	885,563
--				
Repayment by stockholders		--	--	--
-- 2,000				
Net loss		--	--	--
--				
-----		-----	-----	-----
Balance - September 30, 1996 (Unaudited)		15,666,800	\$3,917	\$ 1,980,523
\$ -- \$(1,000)		=====	=====	=====
=====				

</TABLE>

	Deficit Accumulated During the Development Stage	Total
	-----	-----
Period Ended December 31, 1995:		
Founder shares issued (\$0.00025 per share)	\$ --	\$ --
Issuance of stock for offering consulting fees (\$0.0625 per share)	--	27,500
Issuance of stock (\$0.0625 and \$0.25 per share)	--	522,000
Issuance of stock for license (\$0.0625 per share)	--	37,500
Issuance of stock options for offering legal and consulting fees	--	75,000
Offering expenses	--	(105,398)
Net loss	(513,226)	(513,226)
	-----	-----
Balance - December 31, 1995	(513,226)	43,376
Nine Months Ended September 30, 1996: (Unaudited)		
Issuance of stock (\$0.25 per share)	--	319,500
Exercise of stock options	--	150
Issuance of stock for consulting fees (\$0.34375 per share)	--	55,000
Issuance of stock for consulting fees (\$0.0625 per share)	--	164,250
Issuance of stock for consulting fees (\$0.590625 per share)	--	885,938
Repayment by stockholders	--	2,000
Net loss	(2,464,001)	(2,464,001)
	-----	-----
Balance - September 30, 1996 (Unaudited)	\$ (2,977,227)	\$ (993,787)
	=====	=====

(1) Share amounts have been restated to reflect the 4 for 1 stock split on June 1, 1996.

See Independent Auditors' Report.
See notes to financial statements.

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EUROTECH, LTD.
(A Development Stage Company)
STATEMENTS OF CASH FLOWS

<TABLE>

<CAPTION>

from	For the Period			
	For the Period from Inception (May 26, 1995) to	For the Nine Months Ended	Inception (May 26, 1995) to	
	December 31, 1995	September 30, 1995	September 30, 1996	September 30, 1996
	-----	-----	-----	-----
		(Unaudited)	(Unaudited)	(Unaudited)
	<C>	<C>	<C>	<C>
CASH FLOWS FROM OPERATING ACTIVITIES				
Net loss	\$ (513,226)	\$ (295,159)	\$ (2,464,001)	\$ (2,977,227)
Adjustments to reconcile net loss to net cash used in operating activities:				
Depreciation and amortization	182	104	351	533
Accrued interest payable - shareholders	--	--	4,983	4,983
Stock issued for license	37,500	37,500	--	
Compensatory element of stock issuances	--	--	1,105,188	1,105,188
	-----	-----	-----	-----
Sub-total	(475,544)	(257,555)	(1,333,479)	(1,809,023)
Cash provided by (used in) the change in assets and liabilities:				
(Increase) decrease in prepaid expenses	(1,100)	(100)	900	(200)
Increase in security deposit	--	--	(2,500)	(2,500)
Increase in accrued expenses	13,100	6,550	689,947	703,047
	-----	-----	-----	-----
NET CASH USED IN OPERATING ACTIVITIES	(463,544)	(251,105)	(665,132)	(1,128,676)
	-----	-----	-----	-----
CASH FLOWS FROM INVESTING ACTIVITIES				
Organization costs	(1,557)	(1,557)	--	(1,557)
Capital expenditures	--	--	(1,778)	(1,778)
	-----	-----	-----	-----
NET CASH USED IN INVESTING ACTIVITIES	(1,557)	(1,557)	(1,778)	(3,335)
	-----	-----	-----	-----
CASH FLOWS FROM FINANCING ACTIVITIES				
Proceeds from exercise of stock options	--	--	150	150

Proceeds from issuance of common stock	522,000	282,000	319,500	841,500
Deferred offering costs	--	--	(75,000)	(75,000)
Offering costs	(2,898)	(1,391)	--	(2,898)
Repayment by stockholders	--	--	2,000	2,000
Proceeds from notes payable - stockholders	--	--	341,300	341,300
	-----	-----	-----	-----
NET CASH PROVIDED BY FINANCING ACTIVITIES	519,102	280,609	587,950	1,107,052
	-----	-----	-----	-----
INCREASE (DECREASE) IN CASH	54,001	27,947	(78,960)	(24,959)
CASH - BEGINNING	--	--	54,001	--
	-----	-----	-----	-----
CASH (BANK OVERDRAFT) - ENDING	\$ 54,001	\$ 27,947	\$ (24,959)	\$ (24,959)
	=====	=====	=====	=====

</TABLE>

See Independent Auditors' Report.
See notes to financial statements.

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EUROTECH, LTD.
(A Development Stage Company)
NOTES TO FINANCIAL STATEMENTS
(Unaudited with respect to September 30, 1996 and
the Period from Inception (May 26, 1995) to
September 30, 1995 and the Nine Months Ended September 30, 1996)

NOTE 1 - BUSINESS AND CONTINUED OPERATIONS

Eurotech, Ltd. (the "Company") was incorporated under the laws of the District of Columbia on May 26, 1995. The Company has been in the development stage since its formation. The Company is a technology transfer, holding and management company formed to commercialize new, existing but previously unrecognized and previously "classified" technologies, with a particular emphasis on those developed by prominent research institutes and individual researchers in the former Soviet Union, and to license Western technologies for business and other commercial applications in Central Europe, Eastern Europe, Ukraine and Russia. The Company acquires selected technologies by purchase, assignments and licensing arrangements. The Company operates its business by licensing its technologies to end-users and through development and operating joint ventures and strategic alliances.

The Company became qualified to do business in California on February 1, 1996.

As shown in the accompanying financial statements, the Company has incurred losses from operations from inception. As of September 30, 1996, the Company has a stockholders' deficiency of \$993,787, a working capital deficiency of \$1,074,089 and has an accumulated deficit since inception of \$2,977,227. The Company requires additional funds to continue research and development efforts and complete the necessary work to

commercialize its technologies. These factors raise substantial doubt about the Company's ability to continue as a going concern.

In order to continue its operations as a going concern, the Company must obtain additional financing. During 1996, the Company has financed its operations through sale of its securities, shareholder loans and a bridge financing of \$2,000,000, which was completed during December of 1996 (see Note 13).

The Company is exploring additional sources of working capital, which include a proposed public offering of preferred stock (Note 11). The Company's ability to continue as a going concern is dependent upon obtaining the additional financing, completion of research and development and the successful marketing of certain technologies. These financial statements do not include any adjustments relating to the recoverability of recorded asset amounts that might be necessary as a result of the above uncertainty.

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EUROTECH, LTD.
(A Development Stage Company)
NOTES TO FINANCIAL STATEMENTS
(Unaudited with respect to September 30, 1996 and
the Period from Inception (May 26, 1995) to
September 30, 1995 and the Nine Months Ended September 30, 1996)

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

a) Basis of Accounting

The Company presents its financial statements on the accrual basis of accounting in compliance with generally accepted accounting principles.

b) Revenue Recognition

The Company will derive substantially all of its revenue from the sale, licensing and sub-licensing of technology. Revenue from the sale of technology will be recognized in the year of sale. Revenue from licensing and sub-licensing will be recognized in the year received.

c) Research and Development

Research and development costs are charged to expense as incurred.

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

e) Fair Value of Financial Instruments

Cash, security deposit, accrued expenses and notes payable shareholders are reflected in the accompanying balance sheets at amounts considered by management to reasonably approximate fair value.

f) Cash and Cash Equivalents

The Company considers all highly liquid investments with original maturity dates of three months or less to be cash equivalents.

g) Computer Equipment

Computer equipment is stated at cost. Depreciation is calculated using the straight-line method over the estimated useful life of five years.

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EUROTECH, LTD.

(A Development Stage Company)

NOTES TO FINANCIAL STATEMENT

(Unaudited with respect to September 30, 1996 and the Period from Inception (May 26, 1995) to September 30, 1995 and the Nine Months Ended September 30, 1996)

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

h) Organization Costs

Organization costs are being amortized on a straight line basis over 5 years.

i) Income Taxes

The Company provides for federal and state income taxes currently payable and deferred income taxes under Financial Accounting Standards Board Statement No. 109, "Accounting for Income Taxes" (SFAS 109). SFAS 109 requires recognition of deferred tax liabilities and assets for the expected future tax consequences of events that have been recognized in the financial statements or tax returns. Under this method, deferred tax liabilities and assets are determined based on the difference between the financial statement carrying amounts and tax bases of assets and liabilities using enacted tax rates in effect in the years in which the differences are expected to reverse.

For the period from inception (May 26, 1995) to December 31, 1995, pursuant to Internal Revenue Service Code Section 195, the Company elected to treat its expenditures as start-up costs. These costs totalling approximately \$510,000 will be treated as deferred expenses to be amortized on a straight-line basis over 5 years.

The Company did not require a tax provision for the period ended December 31, 1995 and the nine months ended September 30, 1996 as a result of operating losses during these periods. As of September 30, 1996, the Company has a net operating loss

to be carried forward for income tax purposes of approximately \$2,567,000 expiring in 2011. The deferred tax asset relating to this carryforward, for which the Company maintains a 100% valuation allowance, approximated \$873,000 at September 30, 1996. The valuation allowance resulted in a difference between the statutory tax rate of 34% and the Company's effective tax rate of 0%.

Pursuant to Section 382 of the Internal Revenue Code, substantial restrictions are imposed on the utilization of the net operating loss carryforwards in the event of an ownership change.

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EUROTECH, LTD.
(A Development Stage Company)
NOTES TO FINANCIAL STATEMENTS
(Unaudited with respect to September 30, 1996 and
the Period from Inception (May 26, 1995) to
September 30, 1995 and the Nine Months Ended September 30, 1996)

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

j) Impairment of Assets

In March 1995, the Financial Accounting Standards Board issued Statements of Financial Accounting Standards No. 121 ("SFAS 121"), "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed of". SFAS 121 is effective for the Company's fiscal year commencing January 1, 1996. The Company believes adoption of SFAS 121 did not have a material impact on its financial statements.

k) Stock-Based Compensation

In October 1995, the Financial Accounting Standards Board issued SFAS No. 123, "Accounting for Stock-Based Compensation" ("SFAS 123"). SFAS 123 requires compensation expense to be recorded (i) using the new fair value method or (ii) using existing accounting rules prescribed by Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees" ("APB 25") and related interpretations with proforma disclosure of what net income and earnings per share would have been had the Company adopted the new fair value method. The Company intends to continue to account for its stock based compensation plans in accordance with the provisions of APB 25.

l) Stock Split

On June 1, 1996, the Board of Directors authorized four-for-one stock split, thereby increasing the number of issued and outstanding common shares to 14,166,800 and decreasing the par value of each common share to \$0.00025. All references in the accompanying financial statements to the number of common shares and per share amounts for 1995 and 1996 have been restated to reflect the stock split.

m) Per Share Data

Net loss per common share and common equivalent share has been computed based on the weighted average number of shares of common stock and common stock equivalents outstanding during the periods presented, which were retroactively adjusted to give recognition to the stock split on June 1, 1996.

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EUROTECH, LTD.
(A Development Stage Company)
NOTES TO FINANCIAL STATEMENTS
(Unaudited with respect to September 30, 1996 and
the Period from Inception (May 26, 1995) to
September 30, 1995 and the Nine Months Ended September 30, 1996)

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

n) Interim Financial Information

The accompanying financial statements as of September 30, 1996 and for the period from inception (May 26, 1995) to September 30, 1995, the nine months ended September 30, 1996 and the period from inception (May 26, 1995) to September 30, 1996 are unaudited but, in the opinion of management of the Company, reflect all adjustments (consisting only of normal and recurring adjustments) necessary for a fair presentation. The results of operations for the nine-month period ended September 30, 1996 are not necessarily indicative of the results that may be expected for the full year ending December 31, 1996.

NOTE 3 - COMPUTER EQUIPMENT

Computer equipment consisted of the following:

	December 31, 1995 -----	September 30, 1996 -----
Cost	\$ -	\$ 1,778
Less: Accumulated depreciation	-	118
	-----	-----
	\$ -	\$ 1,660
	=====	=====

Depreciation expense for the period from inception (May 26, 1995) to December 31, 1995, the period from inception (May 26, 1995) to September 30, 1995 and the nine months ended September 30, 1996 amounted to \$-0-, \$-0- and \$118, respectively.

NOTE 4 - ORGANIZATION COSTS

Organization costs consisted of the following:

	December 31, 1995 -----	September 30, 1996 -----
--	-------------------------------	--------------------------------

Organization costs	\$ 1,557	\$ 1,557
Less: Accumulated amortization	182	415
	-----	-----
	\$ 1,375	\$ 1,142
	=====	=====

Amortization expense for the period from inception (May 26, 1995) to December 31, 1995, the period from inception (May 26, 1995) to September 30, 1995 and the nine months ended September 30, 1996 amounted to \$182, \$104 and \$233, respectively.

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EUROTECH, LTD.
(A Development Stage Company)
NOTES TO FINANCIAL STATEMENTS
(Unaudited with respect to September 30, 1996 and
the Period from Inception (May 26, 1995) to
September 30, 1995 and the Nine Months Ended September 30, 1996)

NOTE 5 - NOTES PAYABLE - SHAREHOLDERS

On June 30, 1996, a shareholder advanced \$128,300 to the Company in exchange for a promissory note. The note is payable in full, with interest accrued at the rate of 10% per annum, on December 31, 1996.

On August 31, 1996, three shareholders advanced \$213,000 in aggregate to the Company in exchange for promissory notes. The notes payable in full, with interest accrued at the rate of 10% per annum, on December 31, 1996.

The accompanying balance sheet at September 30, 1996 includes interest accrued related to these notes aggregating \$4,983.

In December 1996, two shareholders agreed to convert \$200,000 of principal into four units of securities discussed in Note 13.

NOTE 6 - COMMON STOCK

In May 1995, the Company issued 4,380,800 shares to its founder.

Since inception (May 26, 1995), the Company completed two offerings of common stock under Rule 504 of the Securities Act of 1933 (the "Act") as follows:

First Offering

Under the first offering, during the period from inception (May 26, 1995) to December 31, 1995, the Company sold 2,640,000 shares of common stock at \$0.0625 per share and derived aggregate proceeds of \$165,000, of which \$1,000 and \$3,000 were receivable from stockholders at September 30, 1996 and December 31, 1995, respectively.

During August 1995, the Company issued 440,000 shares of

common stock, valued at \$27,500, to two individuals and a financial institution as consideration for assistance in the above offerings.

During August 1995, the Company issued 600,000 shares of common stock in connection with its purchase of a license valued at \$37,500. The shares were issued as part of the first offering.

On October 10, 1995, the Company issued 600,000 non-qualified stock options to acquire shares of common stock to one individual and two firms as consideration for financial public relations services, investment banking services and legal services, valued at \$75,000, in connection with the above offerings. The options were issued outside of the 1995 Stock Option Plan and had a term of one year commencing January 1, 1996. All of the options were exercised on January 18, 1996 and the related 600,000 shares were issued as part of the first offering.

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EUROTECH, LTD.
(A Development Stage Company)
NOTES TO FINANCIAL STATEMENTS
(Unaudited with respect to September 30, 1996 and
the Period from Inception (May 26, 1995) to
September 30, 1995 and the Nine Months Ended September 30, 1996)

NOTE 6 - COMMON STOCK (Continued)

Second Offering

Under the second offering, which commenced in October of 1995, the Company sold 2,718,000 shares of common stock at \$0.25 per share and derived aggregate proceeds of \$679,500. Of these 2,718,000 shares sold, pursuant to the second offering, 1,440,000 shares were sold during 1995 for aggregate proceeds of \$360,000 and 1,278,000 shares were sold during 1996 for aggregate proceeds of \$319,500.

Other Issuances

During 1996, the Company issued 4,288,000 shares of common stock as consideration for consulting services performed by various consultants, including related parties, through September 30, 1996. Shares issued under these arrangements were valued at \$1,105,188.

Shares of common stock and stock options issued for other than cash have been assigned amounts equal to the fair value of the services or assets received in exchange.

Warrants

Warrants to purchase 600,000 shares of common stock at \$1.00 per share were issued to various individuals and corporations in 1996 in connection with financial advisory services. The warrants are exercisable for a term of four years commencing May 22, 1997. At September 30, 1996, 600,000 warrants were outstanding.

NOTE 7 - 1995 STOCK OPTION PLAN

The Company's 1995 Stock Option Plan (the "Option Plan") was adopted by the Board of Directors and stockholders of the Company on November 12, 1995. Under the Option Plan, 500,000 shares of the Company's common stock, subject to certain adjustments, are reserved for issuance upon the exercise of options. Options granted under the Option Plan may be either (i) options intended to constitute incentive stock options under Section 422 of the Internal Revenue Code of 1986, as amended, or any corresponding provisions of succeeding law (the "Code") or (ii) non-qualified stock options. Incentive stock options may be granted under the Option Plan to employees (including officers) of the Company or a subsidiary corporation (or any director of, or consultant or advisor to, the Corporation, as may be selected by the

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EUROTECH, LTD.
(A Development Stage Company)
NOTES TO FINANCIAL STATEMENTS
(Unaudited with respect to September 30, 1996 and
the Period from Inception (May 26, 1995) to
September 30, 1995 and the Nine Months Ended September 30, 1996)

NOTE 7 - 1995 STOCK OPTION PLAN (Continued)

committee) thereof on the date of grant. Non-qualified options may be granted to (i) non-employees of the Company or a subsidiary thereof on the date of the grant, and (ii) consultants of advisors who do not provide bonafide services, and such services must not be in connection with the offer or sale of securities in a capital raising transaction.

By its terms, the Option Plan is to be administered by a committee (the "Committee") appointed by the Board of Directors which shall consist of either the entire Board of Directors, or by a committee of two or more persons (who may or may not be directors), and who serve at the discretion of the Board of Directors. Subject to the provisions of the Option Plan, the Committee has the authority to determine the persons to whom options will be granted, the exercise price, the term during which options may be exercised and such other terms and conditions as it deems appropriate.

Any options granted under the Option Plan will be at the fair market value of the common stock on the date of the grant (or 110% of the fair market value in the case of employees holding ten percent or more of the voting stock of the Company). Options granted under the Option Plan will expire not more than ten years from the date of the grant subject to earlier termination under the Option Plan. The term of an incentive stock option granted to a 10% shareholder shall be no more than 5 years from the date of the grant. The Option Plan will terminate on November 12, 2005.

As of September 30, 1996, no options were granted under the Option Plan.

NOTE 8 - RESEARCH, COLLABORATION AND LICENSING AGREEMENTS

- (a) Under an oral agreement, the Company has agreed to fund the commercialization of certain uncommercialized technologies developed in the former Soviet Union by scientists and researchers at the I.V. Kurchatov Institute ("Kurchatov"), other institutes associated therewith, and the Euro-Asian Physical Society ("EAPS"), collectively the "Scientists". Kurchatov will provide the materials, facilities and personnel to complete the necessary work to commercialize such technologies. Disbursements made by the Company related to the Kurchatov arrangement were charged to research and development expenses and amounted to \$174,561, \$80,561 and \$586,550, respectively, during the period from inception (May 26, 1995) to December 31, 1995, the period from inception (May 26, 1995) to September 30, 1995 and the nine months ended September 30, 1996. Included in accrued expenses at September 30, 1996 is an additional \$194,000 related to these services.

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EUROTECH, LTD.
(A Development Stage Company)
NOTES TO FINANCIAL STATEMENTS
(Unaudited with respect to September 30, 1996 and
the Period from Inception (May 26, 1995) to
September 30, 1995 and the Nine Months Ended September 30, 1996)

NOTE 8 - RESEARCH, COLLABORATION AND LICENSING AGREEMENTS (Continued)

In addition, pursuant to an oral agreement, which was reduced to writing on January 28, 1997, with the Kurchatov Research Holdings, Ltd. ("KRH"), a Delaware corporation, jointly owned by ERBC Holdings, Ltd. ("ERBC") and individual Russian scientists, researchers and academics, who are affiliated with Kurchatov and EAPS, the Company agreed to pay KRH 50% of the net profits derived from the sale, license or commercialization of any technologies or products based upon technologies developed by the scientists and transferred to the Company or supplied by the scientists to the Company. The managing directors of ERBC are shareholders of the Company.

In connection with the collaboration agreement discussed above, in September 1996, the Company entered into a licensing agreement with ERBC, whereby ERBC sublicensed its license to use and exploit certain technologies and inventions relating to a silicon organic ("EKOR") foam in the United States, Ukraine, Canada, China, Japan, Republic of Korea and all European countries who are members of the European Patent Agreement. Under the agreement, the Company shall pay to ERBC a royalty equal to 3% of the cost of contracts made by the Company on which the Company would have any income. In addition to the royalty payment, pursuant to the collaboration agreement with KRH, the Company will be required to remit 50% of the net profit derived from the EKOR foam technology to KRH.

- (b) In September 1996, the Company licensed certain technology to Eurowaste, Ltd. (the "Licensee"), whereby the Licensee agreed to pay the Company \$2,450,000 upon the initiation of construction of the first waste to energy plant, and a design and implementation consulting fee of \$425,000 for each subsequent plant. A shareholder of the Company holds the stock

of the Licensee.

- (c) On May 1, 1995, the Company entered into a license agreement which granted the Company an exclusive right to license certain technologies for medical application systems in Russian/European countries for the remaining life of the patent for \$37,500. In lieu of cash, the owner accepted 600,000 shares of the Company's common stock. The agreement called for quarterly royalty payments equal to 5% of gross revenues earned and received by the Company with a minimum annual royalty of \$100,000. No minimum royalty payment was to accrue or be payable until December 1, 1995. The Company terminated the agreement on November 30, 1995 and expensed the cost of the license. No products were developed or sold using the licensed technology and no royalties were due the owner.

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EUROTECH, LTD.
(A Development Stage Company)
NOTES TO FINANCIAL STATEMENTS
(Unaudited with respect to September 30, 1996 and
the Period from Inception (May 26, 1995) to
September 30, 1995 and the Nine Months Ended September 30, 1996)

NOTE 8 - RESEARCH, COLLABORATION AND LICENSING AGREEMENTS (Continued)

- (d) On May 29, 1995, the Company entered into a license agreement which granted the Company, for the life of the patent, territorially limited exclusive license to use technology marketed under the name Coherent On Receive Only ("CORO") in Europe and the Near East. In consideration for the grant of the license and the use of the proprietary engineering, the Company agreed to pay the developer \$200,000 upon delivery of the technology, along with an 8% royalty payable semi-annually on equipment gross sales.

Management is currently evaluating the viability of this technology and its potential uses in various markets.

NOTE 9 - CONCENTRATION OF CREDIT RISK

Financial instruments which potentially subject the Company to concentration of credit risk consist principally of cash which is at one bank. Future concentration of credit risk may arise from trade accounts receivable. Ongoing credit evaluations of customers' financial condition will be performed and, generally, no collateral will be required.

NOTE 10 - COMMITMENTS

Consulting Agreements

Commencing January 1, 1996, the Company has agreed to pay approximately \$6,500 per month to the Chairman and President of the Company for his services. This agreement extends through December 31, 1996 and automatically renews on January 1, 1997 for a two-year period. Included in accrued expenses at September 30, 1996 is \$45,000 related to this agreement.

Commencing January 1, 1996, the Company agreed to pay a

consultant and advisor to the Company who is also a shareholder of the Company, monthly consulting fees of \$16,667. This agreement expires on December 31, 1996. Included in accrued expenses at September 30, 1996 is \$180,000 related to this agreement.

The Company engages ERBC under an oral agreement to develop business plans, develop business opportunities in the European Union, Russian and Ukraine and for the evaluation of various technologies held by former instrumentalities in the former Soviet Union. The Company paid ERBC for consulting services \$177,400, \$129,000 and \$8,700, respectively, during the period from inception (May 26, 1995) to December 31, 1995, from inception (May 26, 1995) to September 30, 1995 and the nine months ended September 30, 1996. Included in accrued expenses at September 30, 1996 is an additional \$7,500 due ERBC related to these services.

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EUROTECH, LTD.
(A Development Stage Company)
NOTES TO FINANCIAL STATEMENTS
(Unaudited with respect to September 30, 1996 and
the Period from Inception (May 26, 1995) to
September 30, 1995 and the Nine Months Ended September 30, 1996)

NOTE 10 - COMMITMENTS (Continued)

The Company also utilizes the consulting services of two directors of the Company, who are also managing directors of ERBC, to establish manufacturing alliances and sub-licensing arrangements in Germany and the former Soviet Union. The Company paid the directors an aggregate of \$79,500, \$31,000 and \$-0-, respectively, during the period from inception (May 26, 1995) to December 31, 1995, the period from inception (May 26, 1995) to September 30, 1995 and the nine months ended September 30, 1996 for these services.

On April 15, 1996, the Company entered into a consulting agreement for certain public relation services. The agreement calls for a payment of \$10,000 and issuance of 20,000 shares of common stock as consideration for services to be performed through September 15, 1996. Included in accrued expenses is \$10,000 related to such services. Commencing October 15, 1996 through April 15, 1998, the Company is obligated to pay \$2,000 and issue 4,000 shares of common stock on a monthly basis as compensation for the consulting services through the earlier of April 15, 1998 or the termination date.

On July 1, 1996, the Company entered into a consulting agreement for certain financial public relations services with a shareholder. The agreement is for a period of one year, with an exclusive right to the Company to terminate the agreement at the end of any calendar quarter. The Company has agreed to issue 75,000 shares of common stock in full consideration for the services to be rendered. The shares will not be issued or vested prior to January 1, 1997.

Lease Obligations

In August 1996, the Company entered into a lease agreement to

rent office space for a period of fourteen months. Monthly rental under the lease amount to \$2,500 subject to certain expense adjustments.

NOTE 11 - PROPOSED INITIAL PUBLIC OFFERING

In September 1996, the Company received a letter of intent from an underwriter pursuant to which the firm has agreed in principle to underwrite, on a firm commitment basis, 5,000,000 shares of cumulative convertible preferred stock (not including an underwriter's over-allotment option equal to up to 75,000 shares) at an initial public offering price of \$10.00 per share. In connection therewith, the Company has incurred offering costs aggregating \$75,000, which if the offering is not consummated, will be charged to expense.

The Company is considering alternative financing arrangements and there is no assurance that the Company will complete this or any other offering.

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EUROTECH, LTD.
(A Development Stage Company)
NOTES TO FINANCIAL STATEMENTS
(Unaudited with respect to September 30, 1996 and
the Period from Inception (May 26, 1995) to
September 30, 1995 and the Nine Months Ended September 30, 1996)

NOTE 12 - SUPPLEMENTAL CASH FLOW INFORMATION

Non-Cash Transactions

During the period from inception (May 26, 1995) to September 30, 1995, the Company issued 440,000 shares of common stock to settle liabilities of \$27,500 associated with stock offerings and issued 600,000 shares of common stock for the purchase of a license valued at \$37,500.

During the period from inception (May 26, 1995) to December 31, 1995, the Company issued stock options for 600,000 shares of common stock to settle legal and consulting fee liabilities of \$75,000 associated with stock offerings.

During the nine months ended September 30, 1996, the Company issued 4,288,000 shares of common stock to settle liabilities of \$1,105,188 associated with consulting services.

NOTE 13 - SUBSEQUENT EVENTS

Financing Activities

In December 1996, the Company entered into a purchase agreement for an offering of up to an aggregate of 40 units to certain accredited investors as defined pursuant to Rule 501 of the Securities Act of 1933 (as amended pursuant to Rule 506 of Regulation D under the Act).

Each unit consists of one promissory note issued by the Company in the principal amount of \$50,000 bearing interest at the rate of 12% per annum and 25,000 shares of the Company's common stock. Under the agreement, the notes are due one year from the issuance date. Gross proceeds received under this

offering were \$2,000,000. The shares of common stock issued pursuant to this agreement have, among other things, demand and mandatory registration rights. Under the agreement, if the registration statement, which includes the common shares issued pursuant to this agreement, is not declared effective by the S.E.C. by April 1, 1997, then an additional 12,500 shares are to be issued for each unit, or 500,000 shares for all 40 units. Further, if such registration statement is not declared effective by the S.E.C. by July 1, 1997, then an additional 12,500 shares are to be issued for each unit, or 500,000 shares for all 40 units.

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EUROTECH, LTD.
(A Development Stage Company)
NOTES TO FINANCIAL STATEMENTS
(Unaudited with respect to September 30, 1996 and
the Period from Inception (May 26, 1995) to
September 30, 1995 and the Nine Months Ended September 30, 1996)

NOTE 13 - SUBSEQUENT EVENTS (Continued)

Consulting Agreements

In October 1996, the Company entered into two-year consulting agreements with two individuals for certain advisory services. As full compensation for services to be rendered for the term of the agreements, the Company issued warrants to both consultants to purchase 150,000 shares each of common stock exercisable for a period of five years commencing October 1, 1996 at an exercise price of \$1.50 per share.

In November 1996, the Company entered into a consulting agreement to provide financial public relations services for a term of two years. The agreement can be terminated by the Company at the end of any calendar quarter by providing one week's written notice to the consultant. The consultant will receive \$5,000 on a monthly basis as compensation. Also, the consultant is granted an option to acquire up to 12,500 shares of common stock in each calendar quarter at an exercise price equal to the ask price per share on the first day of respective calendar quarter as reported by National Quotation Bureau. Each option shall have a term of one year.

In November 1996, the Company entered into a consulting agreement for certain technology advisory services for a term of two years. The Company is obligated to pay \$4,000 and issue 20,000 shares of common stock for services performed through November 15, 1996. Commencing December 15, 1996, the consultant will receive \$4,000 and 4,000 shares of common stock on a monthly basis as compensation during the term of the agreement.

In December 1996, the Company entered into a six-month consulting agreement for financial public relations services. The Company is obligated to pay \$2,500 per month under the agreement.

In December 1996, the Company entered into a consulting agreement for certain advisory services for a term of two years. The advisor will be paid \$2,000 and issued 5,000 shares

of common stock for services performed through November 15, 1996. In addition, commencing January 1, 1997, on a monthly basis, the advisor will receive as compensation \$1,000 and 2,000 shares of common stock during the term of the agreement.

In December 1996, the Company entered into two consulting agreements for certain services for a period of two years. The Company is obligated in January 1997 to pay \$2,000 and issued 5,000 shares of its common stock to each consultant for services rendered through the date

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EUROTECH, LTD.
(A Development Stage Company)
NOTES TO FINANCIAL STATEMENTS
(Unaudited with respect to September 30, 1996 and
the Period from Inception (May 26, 1995) to
September 30, 1995 and the Nine Months Ended September 30, 1996)

NOTE 13 - SUBSEQUENT EVENTS (Continued)

of the agreement. In addition, each consultant will be paid \$1,000 on a monthly basis during the term of the agreement. Also, 1,000 and 2,000 shares of common stock, respectively, will be issued on a monthly basis to these consultants.

In December 1996, the Company entered into a consulting agreement with a shareholder of the Company for certain technology advisory services for a term of two years. Under the agreement, on April 1, 1997, the Company will pay an introductory sum of \$2,000 and issue 5,000 shares of common stock. Commencing April 1, 1997, the shareholder will receive \$1,000 on a monthly basis as compensation during the term of the agreement.

Licensing Agreements

On January 28, 1997, the Company entered into a technology transfer consulting arrangement with American Autopark, Ltd. ("Arbat") to license its technology, designs, renderings, blueprints and plans for the construction and operation of vertical parking structures. The Company is to receive a fee equal to \$1,250 per parking space in each garage erected by Arbat or any of its affiliates based upon the technology transferred to Arbat by the Company. Certain shareholders of the Company are shareholders of Arbat.

Memorandum of Intent

The Chernobyl Nuclear Power Station (an industrial amalgamation of the State Committee of Ukraine on Atomic Energy) ("ChNPP"), Kurchatov, the Ukrainian State Construction Corporation ("Ukrstroj") and the Company have entered into a Memorandum of Intent (the "Chernobyl Memorandum of Intent") which sets forth the intention of ChNPP to enter into a "co-operation agreement" with the Company pursuant to which the Company will provide the financing for the development of an on-site demonstration of the EKOR foam, in conjunction with ChNPP, Ukrstroj and Kurchatov, which will provide the test sites, foam application equipment and technical support, respectively. In furtherance of the foregoing, Ukrstroj and

ChNPP have entered into an agreement (the "Ukrstroj"-ChNPP Agreement") to conduct such on-site demonstration testing of the EKOR foam as in necessary to ascertain the specification requirements for its application to the containment of Chernobyl Reactor 4. The Ukrstroj-ChNPP Agreement provides for the Company's participation in and financing of the EKOR demonstration test. The Company estimates that total financing costs for the demonstration test will not exceed \$100,000. The on-site demonstration is expected to be conducted in February 1997.

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PART III

ITEM 15. EXHIBIT INDEX

1. Articles of Incorporation
2. By-Laws
3. Form of Common Stock
4. Material Contracts
 - a. License of EKOR technology by Euro-Asian Physical Society to ERBC Holdings, Ltd.
 - b. License of EKOR technology by ERBC Holdings, Ltd., to Eurotech, Ltd.
 - c. Agreement among Eurotech, Ltd. and Kurchatov Research Holdings, Ltd.
 - d. Memorandum of Intent among Chernobyl Nuclear Power Plant, I.V. Kurchatov Institute, "Ukrstroj." and Eurotech, Ltd.
 - e. Agreement among Chernobyl Nuclear Power Plant and "Ukrstroj"
 - f. Letter of December 12, 1996, from "Ukrstroj" to Eurotech, Ltd.
 - g. Cooperation Agreement among Eurotech, Ltd., "Ukrstroj," and Euro-Asian Physical Society
 - h. Agreement among Eurotech, Ltd., and Arbat American Autopark, Ltd.
 - i. Agreement among Eurotech, Ltd., and Eurowaste Management, Ltd.
 - j. Letter of Power Development Associates, Inc., to Eurotech, Ltd.
 - k. Employment Agreement among Eurotech, Ltd. and Randolph Graves, Jr.
27. Financial Data Schedule

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SIGNATURES

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereto duly authorized.

EUROTECH, LTD.
a District of Columbia corporation

Dated: _____, 1997

By: _____
Randolph A. Graves, Jr.
Chairman, CEO, President and Director

Dated: _____, 1997

By: _____
Karl J. Krobath
Director

Dated: _____, 1997

By: _____
Hans-Joachim Skrobanek
Secretary and Director

Dated: _____, 1997

By: _____
Peter Gulko
Director

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<TYPE>EX-1

<SEQUENCE>2

<DESCRIPTION>ARTICLES OF INCORPORATION

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ARTICLES OF INCORPORATION
OF
EUROTECH, LTD.FILED
MAY 26 1995
BY: [illegible]To: The Department of Consumer
and Regulatory Affairs
District of Columbia

The undersigned, a natural person of the age of eighteen years or older and acting as incorporator for the purpose of organizing a corporation pursuant to the provisions of the District of Columbia Business Corporation Act, does hereby adopt the following Articles of Incorporation,

FIRST: The name of the corporation (hereinafter called the "Corporation") is EUROTECH, LTD.

SECOND: The duration of the Corporation shall be perpetual.

THIRD: The purposes for which the Corporation is organized are as follows:

To provide international counseling services with respect to all types of infrastructure, strategic development and other projects of whatever nature and description.

To be a principal, counselor or agent in all types of venture capital transactions.

To carry on a general mercantile, industrial, investing and trading business in all its branches; to devise, invent, manufacture, fabricate, assemble, install, service, maintain, alter, buy, sell, import, export, license as licensor or licensee, lease as lessor or lessee, distribute, job, enter into, negotiate, execute, acquire, and assign contracts in respect of, acquire, receive, grant, and assign licensing arrangements, options, franchises, and

other rights in respect of and generally deal in and with, at wholesale and retail, as principal, and as sales, business, special, or general agent, representative, broker, factor, merchant, distributor, jobber, advisor, and in any other lawful capacity, goods, wares, merchandise, commodities, and unimproved, improved, finished, processed, and other real, personal, and mixed property of any and all kinds, together with the components, resultants and by-products thereof, to acquire by purchase or otherwise own, hold, lease, mortgage, sell, or otherwise dispose of, erect, construct, make, alter, enlarge, improve, and to aid or subscribe toward the construction, acquisition, or improvement of any factories, shops, storehouses, buildings, and commercial and retail establishments of every character, including all equipment, fixtures, machinery, implements, and supplies necessary, or incidental to, or connected with, any of the purposes or business of the Corporation; and

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generally to perform any and all acts connected therewith or arising therefrom or incidental thereto, and all acts proper or necessary for the purpose of the business.

To engage generally in the real estate business as principal, agent, broker, and in any lawful capacity, and generally to take, lease, purchase, or otherwise acquire, and, to own, use, hold, sell, convey, exchange, lease, mortgage, work, clear, improve, develop, divide, and otherwise handle, manage, operate, deal in and dispose of real estate, real property, lands, multiple-dwelling structures, houses, buildings, and other works and any interest or right therein; to take, lease, purchase, or otherwise acquire, and to own, use, hold, sell, convey, exchange, hire, lease, pledge, mortgage, and otherwise handle and deal in and dispose of, as principal, agent, broker, and in any lawful capacity, such personal property, chattels, chattels real, rights, easements, privileges, choses in action, notes, bonds, mortgages, and securities as may lawfully be acquired, held or disposed of; and to acquire, purchase, sell, assign, transfer, dispose of, and generally deal in and with, as principal, agent, broker, and in any lawful capacity, mortgages and other interests in real, personal, and mixed properties; to carry on a general construction, contracting, building, and realty management business as principal, agent, representative, contractor, subcontractor, and in any other lawful capacity.

To apply for, register, obtain, purchase, lease, take licenses in respect of, or otherwise acquire, and to hold, own, use, operate, develop, enjoy, turn to account, grant licenses and immunities in respect of, manufacture under and to introduce, sell, assign, mortgage, pledge, or otherwise dispose of, and, in any manner deal with and contract with reference to:

(a) inventions, devices, formulae, processes, and any improvements and modifications thereof;

(b) letters patent, patent rights, patented processes, copyrights, designs, and similar rights, trademarks, trade symbols and other indications or origin and ownership granted by or recognized under the laws of the United States of America or of any state or subdivision thereof, or of any foreign country or subdivision thereof, and all rights connected therewith or appertaining thereunto;

(c) franchises, licenses, grants and concessions.

To have, in furtherance of the corporate purposes, all of the powers conferred upon corporations organized under the District of Columbia Business Corporation Act.

FOURTH:

1. The aggregate number of shares which the Corporation shall have authority to issue is:

(a) 7,500,000 shares of Class A Common Stock, having a par value of \$0.001 per share; and

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(b) 7,500,000 shares of Class B Common Stock, having a par value of \$0.001 per share.

2. The holders of the Class A Common Stock shall be entitled to cast one vote for each share of Class A Common Stock held, at all stockholders meetings for all purposes. The holders of the Class B Common Stock shall have no voting rights in respect of such Class B Common Stock.

3. Any dividend shall be made on a pro rata basis between the holders of the shares of Class A and Class B Common Stock.

4 Upon liquidation, dissolution or winding up of the Corporation, any distribution or payment shall be made on a pro rata basis between the holders of the shares of Class A and Class B Common Stock.

FIFTH: The minimum amount of capital with which the Corporation shall commence business shall not be less than one thousand dollars.

SIXTH: No holder of any of the shares of any class of the Corporation shall be entitled as of right to subscribe for, purchase, or otherwise acquire any shares of any class of the Corporation which the Corporation proposes to issue or any rights or options which the Corporation proposes to grant for the purchase of shares of any class of the Corporation or for the purchase of any shares, bonds, securities, or obligations of the Corporation which are convertible into or exchangeable for, or which carry any rights, to subscribe for, purchase, or otherwise acquire shares of any class of the Corporation; and any and all of such shares, bonds, securities, or obligations of the Corporation, whether now or hereafter authorized or created, may be issued, or may be reissued or transferred if the same have been reacquired and have treasury status, and any and all of such rights and options may be granted by the Board of Directors to such persons, firms, corporations, and associations, and for such lawful consideration, and on such terms, as the Board of Directors in its discretion may determine, without first offering the same, or any thereof, to any said holder.

SEVENTH: The following provisions are set forth for the regulation of the internal affairs of the Corporation.

1. The entire Board of Directors or any individual director may be removed from office with or without cause by the shareholders entitled to vote in the election of directors.

2. The Corporation shall, to the fullest extent permitted by Section 29-304 of the District of Columbia Business Corporation Act, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities, or other matters referred to or covered by said section, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may

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be entitled under any Bylaw, agreement, vote of shareholders, or otherwise.

3. No contract or transaction between the Corporation and one or more of its director or officers, or between the Corporation and any other corporation, partnership, association, or other organization or entity in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be deemed by the Corporation to be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or Executive Committee thereof, if

any, which authorizes the contract or transaction if:

(i) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the Executive Committee, if any, and the Board or such Executive Committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, and

(ii) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the shareholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the shareholders; or

(iii) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, any such Executive Committee thereof, and the shareholders.

4. Whenever any provision of the District of Columbia Business Corporation Act shall otherwise require for the approval or authorization of any action the affirmative vote of two-thirds of the outstanding shares, the affirmative vote of a majority of the outstanding shares shall be sufficient for that purpose. Whenever any provision of the Director of Columbia Business corporation Act shall otherwise also require for the approval or authorization of any action the affirmative vote of two-thirds of the outstanding shares of any class of shares, the affirmative vote of a majority of the outstanding shares of each such class shall be sufficient for that purpose.

EIGHT: The address, including street and number, of the initial registered office of the Corporation in the District of Columbia is c/o The Prentice-Hall Corporation Systems, Inc., 1090 Vermont Avenue N.W., Washington, D.C. 20005; and the name of the initial registered agent of the Corporation at such address is The Prentice-Hall Corporation System, Inc.

NINTH: The number of directors constituting initial Board of Directors of the Corporation is three persons.

The name and the address, including street number, if any, of each of the persons who are to serve as directors of the Corporation until the first annual meeting of shareholders or until their successors be elected and qualify are as follows:

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NAME ----	ADDRESS -----
Randolph A. Craves	150 E. 58 Street 33th Floor New York, New York 10155
Jacob Ben-Avi	150 E. 58 Street 35th Floor New York, New York 10155
Peter Gulko	150 E. 58 Street 35th Floor New York, New York 10155

TENTH: The name and the address, including street and number of the incorporator are as follows:

NAME

ADDRESS

Kelly Howley

1090 Vermont Avenue, N.W.
Washington, D.C. 20005

Signed this 26th day of May, 1995.

/s/ Kelly Howley

Kelly Howley, Incorporator

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ARTICLES OF AMENDMENT	FILED
TO THE	20 JUN 1996
ARTICLES OF INCORPORATION OF	-----
EUROTECH, LTD.	WLA

(After acceptance of subscriptions to shares)

To: Department of Consumer and Regulatory Affairs
District of Columbia

Pursuant to the provisions of Title 29, Chapter 3 of the District of Columbia Code, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation.

FIRST: The name of the corporation is Eurotech, Ltd.

SECOND: The following amendment to the Articles of Incorporation of the corporation was adopted by the shareholders of the corporation at a Special Meeting of Shareholders held on June 14, 1996, in the manner prescribed by the Code of Laws of the District of Columbia:

"RESOLVED, that the Corporation amend Article FOURTH of its Articles of Incorporation so as to (i) consolidate the two authorized classes of common stock into a single class of common stock which would be designated as "Common Stock," (ii) to increase the total number of shares of Common Stock which the Company is authorized to issue to 50,000,000 shares, (iii) to affect a four-for-one split of the outstanding shares of Common Stock and in connection therewith to reduce the par value per share of Common Stock to \$.00025, and (iv) to add a class of preferred stock consisting of one million (1,000,000) shares which the Board of Directors of the Company would have the power to designate in its discretion as it deems necessary, and that said Article FOURTH, as amended, would read as follows:

"FOURTH: (a) The total number of shares of capital stock which the Corporation shall have authority to issue is Fifty One Million (51,000,000) shares of which Fifty Million (50,000,000) shares shall be designated as common stock with a par value of \$.001 per share and One Million (1,000,000) shares shall be designated as preferred stock with a par value of \$.01 per share. Upon the filing of these Articles of Amendment, each outstanding share of Class A Common Stock of the Corporation, \$.001 par value per share, shall without any action of the holders thereof, be reclassified and changed into four shares of common stock par value of \$.00025 per share.

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(b) The Corporation is authorized to issue the preferred shares from time to time in one or more series with such designations, relative rights, preference or limitations as shall be fixed by the Board of Directors in the resolution or resolutions providing for the issue of such shares, subject to the limitation, that if the stated dividends and amounts payable on liquidation are not paid in full, the shares of all series shall share ratably in the payment of dividends including accumulations, if any, in accordance with the sums which would be payable on such shares if all dividends were declared and paid in full, and in any distribution of assets other than by way of dividends in accordance with the sums payable were discharged in full. The Board of Directors is expressly authorized to adopt such resolution or resolutions providing for the issue of such shares from time to time as the Board of Directors, in its discretion, may deem desirable"

THIRD: The number of shares of the corporation outstanding at the time of the adoption of the foregoing amendment was 3,541,700 and the number of shares entitled to vote thereon was 2,873,200.

FOURTH: The designation and number of outstanding shares of each class entitled to vote thereon as a class were as follows:

Class -----	Number of Shares -----
Class A Common Stock	2,873,200
Class B Common Stock	-0-

FIFTH: The number of shares which voted for such amendment was 1,637,700, the number of shares which voted against such amendment was 0.

SIXTH: The number of shares of each class entitled to vote thereon as a class voted for and against such amendment, respectively, was

Class -----	Number of Shares Voted For ---	Against -----
Class A Common Stock	1,637,700	-0-

SEVENTH: The manner, if not set forth in the amendment, in which any exchange, reclassification or cancellation of issued shares provided forth in the amendment shall be effected, is as follows:

The transfer agent of the corporation's capital stock shall be directed to deliver certificates to shareholders of record on the close of business June 14, 1996 in an

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amount equal to the additional shares of common stock into which their shares are converted as a result of the stock split set forth in the amendment. The corporation intends to cause such certificates to be issued by July 15, 1996.

EIGHT: The manner in which such amendment effects a change in the amount of stated capital, or paid-in surplus, or both, and the amount of stated capital and the paid-in surplus as changed by such amendment, are as follows:

None

Date: June 17, 1996

EUROTECH, LTD.

By: /s/ Randolph Graves, Jr.

Randolph Graves, Jr., President

Attest:

/s/ William P. Ruffa

William P. Ruffa, Assistant Secretary

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OF

EUROTECH, LTD.

ARTICLE I
OFFICES

SECTION 1. REGISTERED OFFICE. - The registered office shall be established and maintained at c/o _____ 40601 and _____ shall be the registered agent of this corporation in charge thereof.

SECTION 2. OTHER OFFICES. - The corporation may have other offices, either within or without the District of Columbia, at such place or places as the Board of Directors may from time to time appoint or the business of the corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

SECTION 1. ANNUAL MEETINGS. - Annual meetings of stockholders for the election of directors and for such other business as may be stated in the notice of the meeting, shall be held at such place, either within or without the District of Columbia, and at such time and date as the Board of Directors, by resolution, shall determine and as set forth in the notice of meeting.

If the date of the annual meeting shall fall upon a legal holiday, the meeting shall be held on the next succeeding business day. At each annual meeting, the stockholders entitled to vote shall elect a Board of Directors and they may transact such other corporate business as shall be stated in the notice of the meeting.

SECTION 2. OTHER MEETINGS. - Meetings of stockholders for any purpose other than the election of directors may be held at such time and place, within or without the District of Columbia, as shall be stated in the notice of the meeting.

SECTION 3. VOTING. - Each stockholder entitled to vote in accordance with the terms of the Certificate of Incorporation and in accordance with the provisions of these By-Laws shall be entitled to one vote, in person or by proxy, for each share of stock entitled to vote held by such stockholder, but no proxy shall be voted after three years from its date unless such proxy provides for a longer period. Upon the demand of any stockholder, the vote for directors and the vote upon any question before the meeting, shall be by ballot. All elections for directors shall be decided by plurality vote; all other questions shall be decided by majority vote except as otherwise provided by the Certificate of Incorporation or the laws of the District of Columbia.

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A complete list of the stockholders entitled to vote at the ensuing election, arranged in alphabetical order, with the address of each, and the number of shares held by each, shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

SECTION 4. QUORUM. - Except as otherwise required by law, by the Certificate of Incorporation or by these By-Laws, the presence, in person or by proxy, of stockholders holding a majority of the stock of the corporation entitled to vote shall constitute a quorum at all meetings of the stockholders. In case a quorum shall not be present at any meeting, a majority in interest of the stockholders entitled to vote thereat, present in person or by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite amount of stock entitled to vote shall be present. At any such adjourned meeting at which the requisite amount of stock entitled to vote shall be represented, any business may be transacted which might have been transacted at the meeting as originally noticed; but only those stockholders entitled to vote at the meeting as originally noticed shall be entitled to vote at any adjournment or adjournments thereof. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote the meeting.

SECTION 5. SPECIAL MEETINGS. - Special meetings of the stockholders for any purpose or purposes may be called by the President or Secretary, or by resolution of the directors.

SECTION 6. NOTICE OF MEETINGS. - Written notice, stating the place, date and time of the meeting, and the general nature of the business to be considered, shall be given to each stockholder entitled to vote thereat at his address as it appears on the records of the corporation, not less than ten nor more than sixty days before the date of the meeting. No business other than that stated in the notice shall be transacted at any meeting without the unanimous consent of all the stockholders entitled to vote thereat.

SECTION 7. ACTION WITHOUT MEETING. - Unless otherwise provided by the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

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ARTICLE III DIRECTORS

SECTION 1. NUMBER AND TERM. - The number of directors shall be _____. The directors shall be elected at the annual meeting of the stockholders and each director shall be elected to serve until his successor shall be elected and shall qualify. A director need not be a stockholder.

SECTION 2. RESIGNATIONS. - Any director, member of a committee or other officer may resign at any time. Such resignation shall be made in writing, and shall take effect at the time specified therein, and if no time be

specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective.

SECTION 3. VACANCIES. - If the office of any director, member of a committee or other officer becomes vacant, the remaining directors in office, though less than a quorum by a majority vote, may appoint any qualified person to fill such vacancy, who shall hold office for the unexpired term and until his successor shall be duly chosen.

SECTION 4. REMOVAL. - Any director or directors may be removed either for or without cause at any time by the affirmative vote of the holders of a majority of all the shares of stock outstanding and entitled to vote, at a special meeting of the stockholders called for the purpose and the vacancies thus created may be filled, at the meeting held for the purpose of removal, by the affirmative vote of a majority in interest of the stockholders entitled to vote.

SECTION 5. INCREASE OF NUMBER. - The number of directors may be increased by amendment of these By-Laws by the affirmative vote of a majority of the directors, though less than a quorum, or, by the affirmative vote of a majority in interest of the stockholders, at the annual meeting or at a special meeting called for that purpose, and by like vote the additional directors may be chosen at such meeting to hold office until the next annual election and until their successors are elected and qualify.

SECTION 6. POWERS. - The Board of Directors shall exercise all of the powers of the corporation except such as are by law, or by the Certificate of Incorporation of the corporation or by these By-Laws conferred upon or reserved to the stockholders.

SECTION 7. COMMITTEES. - The Board of Directors may, by resolution or resolutions passed by a majority of the whole board, designate one or more committees, each committee to consist of two or more of the directors of the corporation. The board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member or such committee or committees, the member or members thereof present at any such meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

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Any such committee, to the extent provided in the resolution of the Board of Directors, or in these By-Laws, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power of authority in reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the stockholders a dissolution of the corporation or a revocation of a dissolution, or amending the By-Laws of the corporation; and unless the resolution, these By-Laws, or the Certificate of Incorporation expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock.

SECTION 8. MEETINGS. - The newly elected Board of Directors may hold their first meeting for the purpose of organization and the transaction of business, if a quorum be present, immediately after the annual meeting of the stockholders; or the time and place of such meeting may be fixed by consent, in writing, of all the directors.

Unless restricted by the incorporation document or elsewhere in these By-laws, members of the Board of Directors or any committee designated by such Board may participate in a meeting of such Board or committee by means of

conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at such meeting.

Regular meetings of the Board of Directors may be scheduled by a resolution adopted by the Board. The Chairman of the Board or the President or Secretary may call, and if requested by any two directors, must call a special meeting of the Board and give five days' notice by mail, or two days' notice personally or by telegraph or cable to each director. The Board of Directors may hold an annual meeting, without notice, immediately after the annual meeting of shareholders.

SECTION 9. QUORUM. - A majority of the directors shall constitute a quorum for the transaction of business. If at any meeting of the board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is obtained, and no further notice thereof need be given other than by announcement at the meeting which shall be so adjourned.

SECTION 10. COMPENSATION. - Directors shall not receive any stated salary for their services as directors or as members of committees, but by resolution of the board a fixed fee and expenses of attendance may be allowed for attendance at each meeting. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent or otherwise, and receiving compensation therefor.

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SECTION 11. ACTION WITHOUT MEETING. - Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting, if prior to such action a written consent thereto is signed by all members of the board, or of such committee as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

ARTICLE IV OFFICERS

SECTION 1. OFFICERS. - The officers of the corporation shall be a President, a Treasurer, and a Secretary, all of whom shall be elected by the Board of Directors and who shall hold office until their successors are elected and qualified. In addition, the Board of Directors may elect a Chairman, one or more Vice-Presidents and such Assistant Secretaries and Assistant Treasurers as they may deem proper. None of the officers of the corporation need be directors. The officers shall be elected at the first meeting of the Board of Directors after each annual meeting. More than two offices may be held by the same person.

SECTION 2. OTHER OFFICERS AND AGENTS. - The Board of Directors may appoint such other officers and agents as it may deem advisable, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

SECTION 3. CHAIRMAN. - The Chairman of the Board of Directors, if one be elected, shall preside at all meetings of the Board of Directors and he shall have and perform such other duties as from time to time may be assigned to him by the Board of Directors.

SECTION 4. PRESIDENT. - The President shall be the chief executive officer of the corporation and shall have the general powers and duties of supervision and management usually vested in the office of President of a corporation. He shall preside at all meetings of the stockholders if present thereat, and in the absence or non-election of the Chairman of the Board of Directors, at all meetings of the Board of Directors, and shall have general supervision, direction and control of the business of the corporation. Except as the Board of Directors shall authorize the execution thereof in some other manner, he shall execute bonds, mortgages and other contracts in behalf of the corporation, and shall cause the seal to be affixed to any instrument requiring

it and when so affixed the seal shall be attested by the signature of the Secretary or the Treasurer or Assistant Secretary or an Assistant Treasurer.

SECTION 5. VICE-PRESIDENT. - Each Vice-President shall have such powers and shall perform such duties as shall be assigned to him by the directors.

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SECTION 6. TREASURER. - The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate account of receipts and disbursements in books belonging to the corporation. He shall deposit all moneys and other valuables in the name and to the credit of the corporation in such depositaries as may be designated by the Board of Directors.

The Treasurer shall disburse the funds of the corporation as may be ordered by the Board of Directors, or the President, taking proper vouchers for such disbursements. He shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may request it, an account of all his transactions as Treasurer and of the financial condition of the corporation. If required by the Board of Directors, he shall give the corporation a bond for the faithful discharge of his duties in such amount and with such surety as the board shall prescribe.

SECTION 7. SECRETARY. - The Secretary shall give, or cause to be given, notice of all meetings of stockholders and directors, and all other notices required by the law or by these By-Laws, and in case of his absence or refusal or neglect so to do, any such notice may be given by any person thereunto directed by the President, or by the directors, or stockholders, upon whose requisition the meeting is called as provided in these By-Laws. He shall record all the proceedings of the meetings of the corporation and of the directors in a book to be kept for that purpose, and shall perform such other duties as may be assigned to him by the directors or the President. He shall have the custody of the seal of the corporation and shall affix the same to all instruments requiring it, when authorized by the directors or the President, and attest the same.

SECTION 8. ASSISTANT TREASURERS AND ASSISTANT SECRETARIES. - Assistant Treasurers and Assistant Secretaries, if any, shall be elected and shall have such powers and shall perform such duties as shall be assigned to them, respectively, by the directors.

ARTICLE V MISCELLANEOUS

SECTION 1. CERTIFICATES OF STOCK. - A certificate of stock, signed by the Chairman or Vice-Chairman of the Board of Directors, if they be elected, President or Vice-President, and the Treasurer or an Assistant Treasurer, or Secretary or Assistant Secretary, shall be issued to each stockholder certifying the number of shares owned by him in the corporation. When such certificates are countersigned (1) by a transfer agent other than the corporation or its employee, or, (2) by a registrar other than the corporation or its employee, the signatures of such officers may be facsimiles.

SECTION 2. LOST CERTIFICATES. - A new certificate of stock may be issued in the place of any certificate theretofore issued by the corporation, alleged to have been lost or destroyed, and the directors may, in their discretion, require the owner of the lost or destroyed

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certificate, or his legal representatives, to give the corporation a bond, in such sum as they may direct, not exceeding double the value of the stock, to indemnify the corporation against any claim that may be made against it on account of the alleged loss of any such certificate, or the issuance of any such new certificate.

SECTION 3. TRANSFER OF SHARES. - The shares of stock of the

corporation shall be transferrable only upon its books by the holders thereof in person or by their duly authorized attorneys or legal representatives, and upon such transfer the old certificate shall be surrendered to the corporation by the delivery thereof to the person in charge of the stock and transfer books and ledgers, or to such other person as the directors may designate, by whom they shall be cancelled, and new certificates shall thereupon be issued. A record shall be made of each transfer and whenever a transfer shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer.

SECTION 4. STOCKHOLDERS RECORD DATE. - (a) In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

(b) In order that the corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record is adopted by the board of directors.

(c) In order that the corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted.

SECTION 5. DIVIDENDS. - Subject to the provisions of the Certificate of Incorporation, the Board of Directors may, out of funds legally available therefor at any regular or special meeting, declare dividends upon the capital stock of the corporation as and when they deem expedient. Before declaring any dividend there may be set apart out of any funds of the corporation available for dividends, such sum or sums as the directors from time to time in their discretion deem proper for working capital or as a reserve fund to meet contingencies or for equalizing dividends or for such other purposes as the directors shall deem conducive to the interests of the corporation.
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SECTION 6. SEAL. - The corporate seal shall be circular in form and shall contain the name of the corporation, the year of its creation and the words "Corporate Seal, District of Columbia, 1995". Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

SECTION 7. FISCAL YEAR. - The fiscal year of the corporation shall be determined by resolution of the Board of Directors.

SECTION 8. CHECKS. - All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation, and in such manner as shall be determined from time to time by resolution of the Board of Directors.

SECTION 9. NOTICE AND WAIVER OF NOTICE. - Whenever any notice is required by these By-Laws to be given, personal notice is not meant unless expressly so stated, and any notice so required shall be deemed to be sufficient if given by depositing the same in the United States mail, postage, prepaid, addressed to the person entitled thereto at his address as it appears on the records of the corporation, and such notice shall be deemed to have been given

on the day of such mailing. Stockholders not entitled to vote shall not be entitled to receive notice of any meetings except as otherwise provided by Statute.

Whenever any notice whatever is required to be given under the provisions of any law, or under the provisions of the Certificate of Incorporation of the corporation of these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VI AMENDMENTS

These By-Laws may be altered or repealed and By-Laws may be made at any annual meeting of the stockholders or at any special meeting thereof if notice of the proposed alteration or repeal of By-Law or By-Laws to be made be contained in the notice of such special meeting, by the affirmative vote of a majority of the stock issued and outstanding and entitled to vote thereat, or by the affirmative vote of a majority of the Board of Directors, at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors, if notice of the proposed alteration or repeal of By-Law or By-Laws to be made, be contained in the notice of such special meeting.

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ARTICLE VII INDEMNIFICATION

No director shall be liable to the corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except with respect to (1) a breach of the director's duty of loyalty to the corporation or its stockholders, (2) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) liability which may be specifically defined by law or (4) a transaction from which the director derived an improper personal benefit, it being the intention of the foregoing provision to eliminate the liability of the corporation's directors to the corporation or its stockholders to the fullest extent permitted by law. The corporation shall indemnify to the fullest extent permitted by law each person that such law grants the corporation the power to indemnify.

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<SEQUENCE>4
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NUMBER

SHARES

Eurotech, Ltd.

INCORPORATED UNDER THE LAWS OF THE DISTRICT OF COLUMBIA

SEE REVERSE FOR
CERTAIN DEFINITIONS

COMMON STOCK

CUSIP 298796 10 3

THIS CERTIFIES THAT:

is owner of

FULLY PAID AND NON-ASSESSABLE SHARES OF COMMON STOCK OF \$.001 PAR VALUE EACH OF

===== Eurotech, Ltd. =====

transferable on the books of the Corporation in person or by attorney upon
surrender of this certificate duly endorsed or assigned. This certificate and
the shares represented hereby are subject to the laws of the District of
Columbia, and to the Certificate of Incorporation and Bylaws of the Corporation,
as now or hereafter amended. This certificate is not valid until countersigned
by the Transfer Agent.

WITNESS the facsimile seal of the Corporation and the facsimile signatures
of its duly authorized officers.

COUNTERSIGNED AND REGISTERED:

- -----
DATED:

INTERWEST TRANSFER CO., INC.

P.O. BOX 17136, SALT LAKE CITY, UT 84117

TRANSFER AGENT AND REGISTRAR

[SEAL]

BY:

AUTHORIZED SIGNATURE

/s/ ILLEGIBLE

/s/ ILLEGIBLE

SECRETARY & TREASURER

CHAIRMAN & CEO

=====

The following abbreviations, when used in the inscription on the face of
this certificate, shall be construed as though they were written out in full
according to applicable laws or regulations:

TEN COM - as tenants in common

UNIF GIFT MIN ACT - ...Custodian...

TEN ENT - as tenants by the entireties

(Cust) (Minor)

JT TEN - as joint tenants with right of
survivorship and not as tenants
in common

under Uniform Gifts to Minors

Act _____
(State)

Additional abbreviations may also be used though not in the above list.

For Value Received, _____ hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE)

____ Shares
of the stock represented by the within Certificate, and do hereby irrevocably

constitute and appoint _____ Attorney

to transfer the said stock on the books of the within named Corporation with
full power of substitution in the premises.

Dated _____

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND
WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE
IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR
ANY CHANCE WHATSOEVER.

THE SIGNATURE TO THE ASSIGNMENT OR THE SUBSCRIPTION FORM MUST CORRESPOND TO THE
NAME AS WRITTEN UPON THE FACE OF THIS CERTIFICATE IN EVERY PARTICULAR, WITHOUT
ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER, AND MUST BE GUARANTEED BY A
COMMERCIAL BANK OR TRUST COMPANY OR A MEMBER FIRM OF A NATIONAL OR REGIONAL OR
OTHER RECOGNIZED STOCK EXCHANGE IN CONFORMANCE WITH A SIGNATURE GUARANTEE
MEDALLION PROGRAM.

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LICENSE AGREEMENT

Moscow

"6" September 1996

Euro-Asian Physical Society (The Russian Federation), hereinafter referred
to as "Licensor" on the one hand, and ERBC Holding Ltd. (The United States of
America), hereinafter referred to as "Licensee" on the other hand, considering,
that:

The Licensor is applicant and owner of right to obtain patents in Canada,
China, Japan, Republic of Korea, USA, Ukraine and all countries-members of
European Patent Agreement on national applications, corresponding to the
International Applications No. PCT/RU96/00193 "Method of producing of foam
silicon-organic compositions", priority of May 20, 1996 and No. PCT/RU96/00194
"Foam organo-silocsan composition", priority of May 20, 1996 (commonly referred
to as "EKOR"), in which the said countries are the mentioned states, and the
Licensee, being the investor in development of above-mentioned silicon-organic
composition "EKOR", on conditions of the present Agreement receives the
exclusive licence with the purpose of use the rights represented in item 2.1 of
the present Agreement, the parties have agreed as follows.

1. Definitions applicable to this Agreement.

1.1. "Patents" - applications for granting of national patents in the USA,
Ukraine, Canada, China, Japan, Republic of Korea and all the countries-members
of European Patent Agreement in accordance with International applications No.
PCT/RU96/00193, No. PCT/RU96/00194 (Appendix 1).

1.2. "Production on licence" - production, which will be produced on the basis of use the patents.

1.3. "Confidentiality" - observance of measures on preventions of casual or deliberate disclosure of the information, concerning patents and conditions of the present Agreement, to the third persons.

1.4. "Accounting period" - period of activity of the Licensee on completion of conditions of the present Agreement during each three months from the date, when the present Agreement comes into force.

1.5. "Territory" - United States of America, Ukraine, Canada, China, Japan, Republic of Korea, countries of Europe - members of European Patent Agreement.

1.6. "Payments" NETTO " - payments, at which all possible payments and taxes are paid by the Licensee.

1.7. "Selling price" - price for a unit of production on licence.

1.8. "Know-how" - knowledge, experience, know-how, relating to manufacturing of products on licence (Appendix 2).

2. Subject of Agreement.

2.1. Licensors grants to Licensee for the term of action of Agreement the exclusive licence for the use of inventions, described in International applications No. PCT/RU96/00193, No. PCT/RU96/00194, filed in accordance with the Patent Cooperation Treatment with mention of the "Territories". According to the above-mentioned applications, such inventions as "Method of producing of foam

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silicon-organic compositions" and "Foam organo-silocsan composition", relating to the methods of creation of foamelastocounter "EKOR" with improved parameters of radiation resistance are the subject of legal protection.

The Licensors also has knowledge and experience concerning manufacturing of production on the basis of the present licence. The descriptions of the inventions and know-how are enclosed in Appendixes 1 and 3 of the present Agreement.

Thus, the Licensee is granted the following rights:

- to manufacture the production on licence on the "Territory";
- to offer for sale the production on licence on the "Territory" and to export it to the countries, in which the patent protection of above mentioned inventions is executed;
- to grant sublicences on the "Territory".

3. Engineering specifications.

3.1. All engineering specifications, necessary and sufficient for production on licence (Appendix 3), is submitted by the Licensors to an authorized representative of the Licensee in Moscow is drawn up in Russian in triplicate during 30 days after completion of the jointly confirmed program of bench tests.

3.2. While submission of the engineering specifications the acceptance act with signatures of the both parties is made.

The date of submission of the engineering specifications will be the date of signing the above-mentioned acceptance act.

3.3. The Licensee will handle the engineering specifications as confidential materials during validity of the present Agreement and after its expiration.

4. Improvements and changes.

4.1. The Licensor is obliged to inform the Licensee about all changes and improvements which were carried out by the Licensor during validity of the present Agreement concerning to the subject of licence, as well as to transmit them at disposal of the Licensee according to additional agreements, signed between the parties.

5. Obligations and responsibility.

5.1. The Licensor declares, that on the moment of signing of the present Agreement nothing it is known to him about rights of third persons, which could be infringing by granting of the given licence.

5.2. The Licensor does not guarantee the novelty of his inventions, but if it becomes known, that the patents are invalid on the reason of their publications intentionally or unintentionally by the Licensor until the submission of priority applications for patents, the Licensee has a right to terminate the agreement completely or partially by written notification of the other party.

5.3. The Licensor declares about technical practicability of manufacturing of the production on the licence.

5.4. The Licensor does not accept responsibility for the risk of industrial development of the inventions on patents, for which the Licensee is exclusively responsible.

5.5. The Licensee is obliged to pay all charges of the Licensors, connected with patenting and preservation in force of patents in the countries, enumeration of which will be agreed by the parties in addition.

5.6. The Licensee is obliged to finance research and design works, necessary for development of the experimental sample of production and technological regulations, connected with the beginning of industrial manufacturing of the production on licence.

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The order and terms of financing will be determined in a separate agreement of the parties.

5.7. The Licensee is obliged to conduct the effective marketing with the purpose of search the most profitable use of patents and productions on the licence.

6. Technical assistance in development of manufacturing of production on licence.

6.1. For rendering of technical assistance to the Licensee in development of manufacturing of the production on the licence, as well as for training of the Licensee's staff to methods and ways of work, relating to manufacturing and application of the production on the licence, the Licensor, at the request of the Licensee, is obliged to send the necessary quantity of experts to the Licensee's enterprise. The Licensee will inform the Licensor about his request

one month till the date of assumed departure of the experts.

6.2. The Licensee will ensure the Licensor's experts during the time of their stay at the Licensee's enterprises by hotel, means of transport for travel to location of work and back, meal, telephone communication.

6.3. All charges, connected with sending of the experts with the purposes of rendering the necessary technical assistance, including payment for registration of visas, passports, tickets to locations of their purpose and back, as well as money reward, in dependence on qualification of the experts is to be paid by the Licensee (is determined in each particular case).

7. Payments.

7.1. For granting the rights, provided by the present Agreement, and for engineering specifications and other information, mentioned in Appendices 2 and 3, the Licensee pays to the Licensor the following compensation:

- lumpsum and/or current deductions (royalty) are paid to the Licensor at a rate of 2 percent from cost of contracts, made by Licensees directly or indirectly on licence or sublicense, on which the Licensee has had the income.

7.2. Current deductions (royalty) are executed during not more than four months, following the accounting period. The Licensee has the right to execute the currents deductions ahead of schedule.

7.3. All payments on the present Agreement are understood as the payments - net weight in the benefit of the Licensor without any deductions.

7.4. In case of delay of payments by the Licensee, outside of dependence on reasons of such delay, except for force-majeure circumstances, the Licensee in addition pays the penalty at a rate of 0.5 percent from delayed payments for each three days of delay of payments, but not more than 10 percent of sum of the payment.

7.5. After termination of validity of the present Agreement, its regulations will be executed until the financial obligations, which have arisen during the period of its validity will be finally settled.

7.6. Compensation to the Licensor is paid in the same currency, in which the income has been received by the Licensee.

7.7. Duty of salary payment to the authors of inventions lies on the Licensor.

8. Information and reporting.

8.1. The Licensee during ten days after reference of the Licensor grants to the Licensor the summary accounting data on volumes of the production and realization of the production on licences and sublicences during accounting

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periods, as well as information about selling prices of the production on licence and special production.

8.2. The Licensor has the right to make the check of contracts, information, relating to volume of the production and realization of the production on licence and sublicences on summary accounting data. The Licensee is obliged to ensure the opportunity of such check on first requirement of the Licensor.

9. Ensure of confidentiality.

9.1. The Parties undertake obligations on observance of confidentiality of engineering specifications and informations, received from Licensor, relating to manufacturing of the production on licence as well as commercial part of the present Agreement.

The Parties will take all necessary measures to prevent the total or partial disclosure of the above-mentioned information or acquainting of the third persons with it.

9.2. With submitted engineering specifications and information only that persons from the Licensee's staff and his partners on cooperation, will be acquainted which are directly connected with manufacturing of the production on licence.

9.3. In case of intentional disclosure by the Licensee or by his partners on cooperation above-mentioned confidential information, the Licensee will reimburse to the Licensor direct losses incurred in this connection; the indirect losses and overlooked profits will not be compensated. The Licensor has the same responsibility.

9.4. The Licensee is obliged to connect by above-stated obligations any third party, which participate in manufacturing of the production on licence, special production, special equipment.

10. Protection of assigned rights.

10.1. During the whole period of validity of the present Agreement the Licensee admits and will admit the validity of rights, following from patents of the Licensor in case of their reception.

10.2. The Licensee is obliged to preserve in force the patents during the whole period of validity of the present Agreement with the consideration of obligations of the Licensor according to item 5.5. of the present Agreement.

10.3. About cases of illegal use by third persons of inventions, protected by patents of the Licensor, which has become known to the Licensee, he immediately in written form will inform the Licensor about such facts.

In case if dissatisfactions or claims in occasion of infringements by him of rights of the third persons in connection with use of licence on the present Agreement will be presented to the Licensee, the Licensee in written form will notify the Licensor about it with submission of copies of dissatisfactions or claims. In both cases the Licensor is obliged to settle such claims and/or together with the Licensee to undertake the other measures in order to exclude the occurrence of charges and losses for the Licensee.

11. Advertising.

11.1. The Licensee is obliged to indicate in his advertising materials, as well as on the productions on licence and special production, which is manufactured on his enterprises, that this production is manufactured on the Licensor's licence.

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12. Cancellation of patents; influence on agreement.

12.1. If the security rights, underlying in the present Agreement are cancelled on demand of the third persons, paid royalties in any case can not be demanded back. The royalties, which to this moment are not paid yet, however term their payments already has come are not to be taken.

13. Validity of the Agreement.

13.1. The present Agreement is signed for the term of action of patents and enters into force after its signing and handing of all allowances, including permission for transmission of currency, which is necessary for its completion.

13.2. Termination of the Agreement will become on the 1st of August, 2014.

14. Return of documentation.

14.1 The Licensee does not have the right to inform third persons about industrial and technological secrets also after ending of validity of the Agreement. He also has not the right to use it himself. After termination of validity of the Agreement the Licensee immediately returns to the Licensor all documentation, necessary for manufacturing of the production on licence.

15. Ending obligations to customers.

15.1. The Licensee has the right after termination of validity of the Agreement to execute the contracts, which have been signed by him before with his customers.

16. Applicable law.

16.1. For the present Agreement the law of the United States of America is applicable.

17. Settlement of disputes.

17.1. In case of occurrence of disputes between the Licensors and the Licensee on questions, provided by the present Agreement, the Parties will take all measures for their settlement by negotiations.

17.2. Disputes or differences, which cannot be settled amicably by the Parties are to be subject for consolidation by International Arbitration Court at Commerce and Industry Chamber in Moscow in accordance with the Rules of this court, decisions of which are final and binding upon both of the Parties.

17.3. The Parties will not submit claims to one another in case if the financing of research and design works and execution of marketing will not give positive results.

18. Other conditions.

18.1. Rights and duties of each of the Parties on the present Agreement can not be assigned to physical or legal person without written permission for it of the other Party, except for cases, provided by the present Agreement.

18.2. All changes and additions to the present Agreements should be accomplished in written form and are signed by authorized representatives and are approved by competent organizations, if such approval will be necessary.

Unilateral changing of the present Agreement is inadmissible.

18.3. Appendices 1-3 on ... pages mentioned in the present Agreement are its integral part.

18.4. The present Agreement is drawn up in the Russian and English languages in two copies, which have the identical legal force, one copy for each Party.

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19. Legal addresses and essential elements of parties.

The Licensor: Euro-Asian Physical Society,
Russia, 119034 Moscow, Kursovoi per. 17.

The transit account N 3800170100122 for Euro-Asian Physical Society of Saving
Bank of Russian Federation.

Moscow Bank (Khoroshevshoye branch 7972)
109544, Moscow, Bol. Andronievskaya St., 18/6

BIC code: SABR RU MM 100, Acc. N 081000032

Corresponding acc. with The Bank of New York, NYC, NY
N 890-0059-982 USD BIC code IR VT US 3N

The Licensee: ERBC Holding, Limited
976 Farm Haven Drive
Rockville, MD 20852, USA

Appendices:

The appendix 1. (Patents)

The appendix 2. (Know-how description)

The appendix 3. (Engineering Specifications)

The present agreement is signed in city Moscow "6 September 1996 in
duplicate, one of which is stored at Licensor, second - at Licensee.

Name Licensor
General Director EAFO

Name Licensee
Managing Director ERBC
Holding Ltd.

/s/ M.M. Kozodaeva

/s/ Peter Gulko

M.M. Kozodaeva

Peter Gulko

[Seal of Euro-Asian Physical Society]

[Seal of ERBC Holding Ltd.]

</TEXT>

</DOCUMENT>

<DOCUMENT>

<TYPE>EX-4.B

<SEQUENCE>6

<DESCRIPTION>LICENSE AGREEMENT

<TEXT>

LICENSE AGREEMENT

AGREEMENT made this 16th day of September, 1996, between ERBC Holdings, Ltd. a British Virgin Island corporation having an address at Wiesbaden Strasse 17A, D-12309, Berlin, Germany (the "Licensor") and Eurotech, Ltd. a District of Columbia corporation having an address at 3299 Villanova Avenue, San Diego, California 92122 (the "Licensee") and.

WITNESSETH:

WHEREAS, the Euro-Asian Physical Society ("EAPS") has prepared and filed patent applications for international patents, No.s PCT/RU96/00193 and PCT/RU96/00194 (the "Patent Applications") encompassing certain useful technologies (the "Technologies") and inventions (the "Inventions") relating to a silicon organic foam with many applications, including, possibly, the encapsulation of radioactive materials, which has been designated by EAPS as EKOR Foam (the "EKOR Foam") (the Patent Applications, Technologies, Inventions and EKOR Foam and all proprietary information, formulae, papers, engineering specifications and documents and other related proprietary technologies

principally relating thereto are herein referred to as the "Intellectual Property"); and

WHEREAS, by agreement dated September 6, 1996, EAPS granted to the Licensor a license to use and exploit the Intellectual Property in the United States, Ukraine, Canada, China, Japan, Republic of Korea, all European countries and all of the members of the European Patent Agreement (herein referred to as the "Territory"), a copy of which license and all of the exhibits and appendices thereto is appended hereto as Exhibit A (the "EAPS License") and which is incorporated herein and made a part hereof; and

WHEREAS, EAPS has represented to the Licensor in the EAPS License that (i) on the date of execution of the EAPS License it was not aware that the license granted in the Intellectual Property infringed upon any rights of others (ii) it is the sole and exclusive owner of the Intellectual Property, (iii) it has not licensed or otherwise authorized any other person or entity to use, exploit or commercialize the Intellectual Property; and

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WHEREAS, the EAPS License permits the Licensor to grant sublicenses of the Intellectual Property and Licensor desires to grant the exclusive, unrestricted license of the Intellectual Property to Licensee in the Territory to exploit, commercialize and use the Patent Applications, the Technologies, the Inventions, the EKOR Foam and the proprietary information, formulae, engineering specifications, papers and documents and other related proprietary technologies principally relating thereto, and to convey to and vest in Licensee all of the rights of the Licensor granted to it by the EAPS License, with the right to grant sublicenses to others, free and clear of all liabilities, charges, liens, mortgages, obligations or encumbrances, subject completely to the rights of the Licensor as defined, enumerated and elucidated in the EAPS License; and

WHEREAS, Licensee is desirous of acquiring an exclusive, unrestricted license to exploit, use, commercialize and market the Inventions and the EKOR Foam and the proprietary information, formulae, papers and documents and other related proprietary technologies principally relating to the Patent Applications and the Technologies, on the terms and conditions and for the consideration set forth herein.

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained herein the parties agree as follows:

ARTICLE I LICENSE OF TECHNOLOGIES PRODUCT AND INVENTIONS

Section 1.01. Exclusive License. Licensor hereby grants to the Licensee, on the date hereof free and clear of all liabilities, liens, claims, mortgages, encumbrances, security interests and any other restrictions whatsoever, subject completely to the rights of the Licensor defined by and elucidated and enumerated in the EAPS License, the exclusive, unrestricted and irrevocable right and license to commercialize, use, exploit and market the Intellectual Property.

Section 1.02. Necessary Information and Documents. Licensor shall furnish and shall use its best efforts to cause EAPS to furnish, to Licensee, or its nominees and patent attorneys, all information and documents regarding such inventions) including the apparatus, processes,

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engineering specifications, technical information and formulae in respect of the Intellectual Property, to enable Licensee to operate hereunder, it being agreed and understood that, if so requested by Licensee, that Licensors shall collaborate with and provide full cooperation, and shall use its best efforts to cause EAPS to collaborate with and provide full cooperation, in favor of Licensee in all operations pertaining to the use and exploitation of the Intellectual Property.

Section 1.03. Rights to Improvements to the Product, the Technologies and the Inventions. The exclusive right and license herein granted shall include all inventions, improvements, enhancements and modifications and all information now or hereafter developed, controlled or acquired by the Licensors in respect of the Intellectual Property.

Section 1.04. Right to Receive Information Relating to Improvements, Enhancements and Modifications. Licensors hereby covenants and agrees with Licensee that it shall furnish to Licensee, or its nominees, immediately upon receipt thereof from EAPS, all information and documents relating to improvements, enhancements and modifications hereafter developed, controlled or acquired by the Licensors in respect of the Intellectual Property and the Licensors shall provide the Licensee with such information, working drawings, blueprints, formulae and all other data and information necessary effect the exploitation and use of such improvements, enhancements and modifications as they relate to the Intellectual Property and Licensee shall be entitled to use and exploit all such improvements, enhancements and modifications hereafter developed, controlled or acquired by the Licensors in respect of the Intellectual Property without additional charge hereunder.

Section 1.05. Sublicenses. Licensors hereby grants to Licensee the right to grant sublicenses in respect of the Intellectual Property licensed by this Agreement to third parties on terms consistent with this Agreement.

Section 1.06. Term. (a) This Agreement shall commence upon the execution hereof and, subject to the provisions of this Agreement, the rights and licenses granted hereby shall continue until the expiration of the term of the EAPS License, provided, however, that if royalty payments due Licensors hereunder are in arrears for sixty (60) days after the due date, or if the Licensee is adjudicated a bankrupt or becomes insolvent, or enters into a composition with creditors

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or if a receiver is appointed for it, then the Licensors shall have the right to terminate this Agreement upon giving written notice to the Licensee thirty (30) days prior to the effective date of the termination, and if the cause of such termination is not cured within the thirty (30) days, then at the expiration of the thirty (30) days, the Agreement and all rights and licenses granted to the Licensee, hereunder shall terminate, without prejudice to the Licensors's right to collect monies due or to become due under the Agreement and without prejudice to any other rights of the Licensors.

(b) Upon termination of this Agreement for any cause, the Licensee shall duly account to the Licensors for all royalties within sixty (60) days of such termination, and shall immediately transfer to Licensors all rights that Licensee may possess in sub-licenses, patent's, information, and trademarks relating to the Intellectual Property, transferred hereunder and all rights and licenses granted to Licensee pursuant to this Agreement shall immediately terminate.

Section 1.07. Intent of License. It is the intent of the Licensors to grant to and vest and convey in the Licensee all of the rights acquired by the Licensors pursuant to the EAPS License. In view thereof, all of the rights granted to the Licensors by said EAPS License are hereby granted to the Licensee

and Licensee shall enjoy and be entitled to all such rights and privileges as those enjoyed by the Licensor pursuant to the EAPS License and in the case of any question relating to the rights of the Licensee to the Intellectual Property, the parties shall refer to and be bound by the terms of the EAPS License.

Section 1.08. Ownership of Improvements to Intellectual Property Developed by Licensee. Licensor hereby agrees with Licensee that Licensee shall be the outright and sole owner of any and all improvements, enhancements and modifications hereafter developed, controlled or acquired by the Licensor in respect of the Intellectual Property.

Section 1.09. Further Assurances. Licensor shall at any time and from time to time after the date hereof upon the request of Licensee, execute, acknowledge, and deliver, or cause to be delivered, any and all such deeds, assignments, transfers, conveyances, and assurances as may be reasonably required for assigning, transferring, granting, conveying, assuring, and confirming the license to Licensee, or to its successors and assigns, or for aiding and assisting in the use and exploitation of the Intellectual Property and the manufacture and sale of the Product herein described.

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or derived therefrom.

ARTICLE II

Section 2.01. Payment of Royalties. (a) Subject to the provisions of subsection (b) hereof, the Licensee shall pay to the Licensor a royalty equal to one percent (1%) in excess of that which Licensor is required to pay to EAPS pursuant to the EAPS License.

(b) In the event that Licensee hereunder shall make the required royalty payments to Licensor within the period prescribed by this License, and Licensor does not make the corresponding royalty payments required to be made by it to EAPS within the time period prescribed by the EAPS License, Licensee shall not be required to pay the penalty imposed upon the Licensor by the EAPS License for late payments and the payment of any such penalty shall be the responsibility of the Licensor.

Section 2.02. Accounting. Licensee shall, at all times, maintain a separate account of all Products sold, royalties received and all revenues received by it or from its sub-licensees which are the subject of this Agreement and render written statements thereof to Licensor within thirty (30) days after the end of each calendar quarter during the term of this Agreement, together with the amount of all royalties earned during the corresponding calendar quarter. The Licensor or its authorized representatives or agent, shall have the right, at its own expense, to examine the Licensee's financial records for the purpose of verifying such royalty statements. In any and all sub-licensing agreements, the Licensee shall procure for the Licensor a similar right to have the financial records of the sub-licensee examined for the purpose of verifying the royalty statements.

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ARTICLE III

REPRESENTATIONS AND WARRANTIES OF LICENSOR

Section 3. Licensors hereby represents, warrants and covenants to Licensee as follows:

Section 3.01. Organization, Qualification, Power and Authority. Licensors is an corporation duly and validly organized and existing in good standing under the laws of International Business Companies Act of the British Virgin Islands and has all requisite power and authority to execute and deliver this Agreement and any of the documents provided for hereunder and to perform its obligations and to consummate the transactions contemplated hereunder and has all requisite power and authority and all material licenses and permits to carry on its business as it has been and is now conducted, and to own, lease, and operate the properties and assets issued in connection therewith. The execution, delivery, and performance of this Agreement, the Exhibits, and any other documents provided for hereunder by Licensors, and the consummation of the transactions contemplated hereunder have been duly authorized by all necessary requisite action of Licensors and do not violate or conflict with, constitute a default under, or an event that, with the giving of notice, the passage of time or both, would constitute a default under, any provision of Licensors certificate of association, by-laws, laws, orders, writings, injunctions, decrees, rules, or regulations of any court, administrative agency, or any other governmental authority or any agreement or other document or instrument to which Licensors is a party or by which Licensors is, or may be, bound. This Agreement has been duly and validly executed and delivered by Licensors and constitutes a legal, valid, and binding obligation of Licensors enforceable in accordance with its terms.

Section 3.02. Technological Data and Proprietary Information. Exhibit A hereto sets forth and includes a true and complete copy of the license agreement between the Licensors and EAPS and all exhibits and appendices thereto as referenced therein, including all of the Patent Applications, trade secrets, formulae, processes, inventions, know-how, engineering specifications and other proprietary information, papers and documents relating to the Technology and the Inventions, representing all such documents currently in the possession of the Licensors or in which Licensors has any rights or licenses or which are used by Licensors in connection with the foregoing and which are being licensed by Licensors to Licensee hereunder.

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Section 3.03. Prior Disclosure of Intellectual Property. Licensors has not revealed any proprietary information encompassing the Intellectual Property to any one other than its employees, agents, representatives and others to whom communication of said information was essential in the development thereof. All such persons who have received or been privy to said information have agreed or will agree not to disclose any such information without first obtaining the written consent of the Licensee.

Section 3.04. Finders and Brokers. No finder's fee, brokerage payment, or other payment is payable by Licensors to any third party or parties in connection with the origination or negotiation of this Agreement or the consummation of the transactions contemplated by this Agreement.

Section 3.05. Full Disclosure. To the best of Licensors's knowledge no representation or warranty by Licensors in this Agreement, in any Schedule or Exhibit, or in any certificate or other document expressly provided for herein contains any untrue statement of a material fact or omits to state any material fact necessary to make nay statement herein or therein not misleading.

Section 3.06. Right to Grant Sublicense. Licensors has the right to grant this License and has not granted to any other person, firm, corporation or other entity, any right, license or privilege thereunder.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF LICENSEE

Section 4. Licensee represents and warrants to and covenants with the Licensor as follows.

Section 4.01. Organization, Qualification, Power and Authority. Licensee is a corporation duly and validly organized and existing in good standing under the laws of the District of Columbia and has all requisite power and authority to execute and deliver this Agreement and any other documents provided for hereunder and to perform its obligations and to consummate the transactions contemplated hereunder and thereunder and is duly qualified to do business as a foreign

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corporation in all jurisdictions where such qualifications are necessary. The execution, delivery, and performance of this Agreement, the Exhibits, and any other documents provided for hereunder by Licensee, and the consummation of the transactions contemplated hereunder, have been duly authorized by all necessary corporate action of Licensee, including, where appropriate, shareholder approval, and do not violate or conflict with, constitute a default under or an event that with the giving of notice, the passage of time or both, constitute a default under, any provision of Licensee's certificate of incorporation, bylaws, laws, orders, writings, injunctions, decrees, rules, or regulations of any court, administrative agency, or any other governmental authority or any Agreement or other document or instrument to which Licensee is a party, or by which Licensee is or may be bound. This Agreement has been duly and validly executed and delivered by Licensee and constitutes a legal, valid and binding obligation of Licensee enforceable in accordance with its terms.

Section 4.02. Finders and Brokers. No finder's fee brokerage payment, or other payment is payable by Licensee to any third party or parties in connection with the origination or negotiation of this Agreement or the consummation of the transactions contemplated by this Agreement.

ARTICLE V
COVENANTS OF LICENSOR

Section 5.01. Compliance with EAPS License. Licensor hereby covenants to and agrees with Licensee that it shall use its best efforts to act in accordance and remain in full compliance with the terms, provisions and conditions of the EAPS License and will not take any action proscribed thereby or omit to take any action required thereunder which in any way would constitute a default thereunder or a breach thereof or in any way jeopardize the rights of the Licensor thereunder or the rights of the Licensee hereunder. Licensor hereby further covenants to and agrees with Licensee that it shall notify Licensee in writing (in accordance with the notice provisions of Section 7.05 hereof) at such time as Licensor shall become aware of any act or omission to act on the part of the Licensor which could in any way be construed as a default or breach of the EAPS License by the Licensor or which could in any way impact negatively or jeopardize the Licensor's rights thereunder or Licensee's rights hereunder.

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Section 5.02. License of Patents, Patent Applications, Technologies and Inventions Developed After the Date Hereof. Subject to the provisions of the EAPS License, Licensor hereby covenants to and agrees with Licensee to grant a license to Licensee in respect of any and all patents, patent applications, technologies, inventions, products, engineering specifications and proprietary information in respect of the Technologies, Inventions, Patent Applications and

proprietary information licensed hereby now or hereafter developed, controlled or acquired by the Licensor in respect of the Intellectual Property and to execute, deliver and file all such documents and papers necessary to perfect Licensee's right thereto.

Section 5.03. Covenant to Interface with EAPS. Licensor agrees to establish and maintain all lines of communication with EAPS in respect of the Intellectual Property and to use its best efforts to cause EAPS to collaborate with and provide full cooperation to the Licensee as necessary to operate under this License.

Section 5.04 Further Actions. Licensor agrees to execute and deliver such instruments and take such other actions as may be reasonably required to consummate the transactions contemplated by this Agreement including executing consents necessary to identify Licensee as a registered user of the Patents and Trademarks of Licensor used by Licensee.

ARTICLE VI COVENANTS OF LICENSEE

Section 6.01. Payment of Taxes and Fees. Licensee agrees to pay all transfer, sales, use and other taxes, fees, and charges incurred in connection with the consummation of the transactions contemplated by this Agreement. Licensee shall prepare and file any returns and other filings and remit payment relating to such taxes, fees and charges on a timely basis to proper governmental authorities.

Section 6.02. Further Actions. Licensee agrees to execute and deliver such instruments and take such other actions as may be reasonably required to consummate the transactions contemplated by this Agreement.

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ARTICLE VII GENERAL PROVISIONS

Section 7.01 Survival of Representations and Warranties. Each party hereto covenants and agrees that its representations and warranties contained in this Agreement, in any Schedule or Exhibit, or in any certificate delivered in connection with the consummation of the transactions contemplated by this Agreement shall survive the Closing for a period of one (1) year, notwithstanding investigation by or on behalf of either party.

Section 7.02. Assignment. Licensee may assign its rights under this Agreement to any affiliate of Licensee or any successor or purchaser of Licensee which agrees to assume all of the obligations of Licensee pursuant to this Agreement. Except for the foregoing, this Agreement may not be assigned by either party hereto without the prior written consent of the other party which shall not be unreasonably withheld.

Section 7.03. Expenses. Licensee shall pay all expenses and fees including but not limited to attorney's and accountants' fees and fees of other experts incurred in connection with the consummation of the transactions contemplated by this Agreement.

Section 7.04. Waiver. The failure of either party to act to enforce rights hereunder shall not be deemed a waiver and shall not preclude enforcement of any rights hereunder. No waiver of any term or condition of this Agreement on the part of either party shall be effective for any purpose whatsoever unless such waiver is in writing and signed by such party.

Section 7.05. Notices. Any notice, request, demand, waiver, consent, approval, or other communication ("Notice") which is required to be or may be

given under this Agreement shall be in writing and shall be deemed given only if delivered to the party personally or sent to the party by telegram, telex, or facsimile transmission, by courier, or by registered or certified mail, return receipt requested, postage prepaid, to the parties as follows:

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To Licensor: EREC Holdings, Ltd.
Wiesbadener Strasse 17A
D-12309, Berlin Germany
Phone/Fax 49-30-746-5209

To Licensee: Eurotech, Ltd.
3299 Villanova Avenue
San Diego, California 92122

or to such other address as either party may designate from time to time by notice to the other party sent in like manner; and any notice if personally delivered or sent by telegram, telex, or facsimile transmission shall be deemed given on the date of delivery or transmission, and any notice mailed shall be deemed given three (3) days after the date of mailing.

Section 7.06. Entire Agreement. This Agreement, the Exhibits, Schedules, and the instruments referred to herein constitute the entire Agreement between the parties and supersede all prior Agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof, and the parties are not bound by any Agreements, understandings, or conditions other than expressly set forth herein or therein.

Section 7.07. Heading. The article and section headings contained in this Agreement are for reference purposes only and shall not be deemed to be part of this Agreement or to affect the construction or interpretation of this Agreement.

Section 7.08. Exhibits and Schedule. All Exhibits and Schedules referred to herein have been delivered by the parties hereto to each other prior to or simultaneously with the execution of this Agreement, and such Exhibits and Schedules shall be deemed to be a part of this Agreement as if set forth herein. All information set forth in the Schedule is intended to be responsive to each provision of the Section or requirement of this Agreement to which it can be applied and is qualified by the contents of any documents to which reference is made. The listing in the Schedules of any matter shall not be construed as an admission that the matter is material or not in the ordinary course of business or as establishing a standard of materiality.

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Section 7.09. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

Section 7.10. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

Section 7.11. Submission to Jurisdiction. Each of the Parties submits to the jurisdiction of any state or federal court sitting in New York, in any action or proceeding arising out of or relating to this Agreement and

agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each Party also agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other Party with respect thereto.

Section 7.12. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be construed to be only so broad as is enforceable.

Section 7.13. No Benefit to Others. The representations, warranties, covenants, and Agreements contained in this Agreement are for the sole benefit of the parties hereto and their respective successors and assigns, and shall not be construed to confer and are not intended to confer any rights on any other persons.

Section 7.14. Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Licensor and the Licensee. No waiver by any Party of any default, misrepresentation, or breach of warranty or

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covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written.

Attest: EREC HOLDINGS LTD.

/s/ [Illegible] By: /s/ [Illegible]
- -----

Attest: EUROTECH, LTD.

/s/ [Illegible] By: /s/ [Illegible]
- -----

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EXHIBIT A

</TEXT>
</DOCUMENT>
<DOCUMENT>
<TYPE>EX-4.C
<SEQUENCE>7
<DESCRIPTION>AGREEMENT
<TEXT>

January 28, 1997

Mr. William A. Hustwit, CEO
Kurchatov Research Holdings, Ltd.
2809 Main Street
Irvine, CA 92714

Dear Mr. Hustwit:

During the last year, Eurotech, Ltd. ("Eurotech") and Kurchatov Research Holdings, Ltd. ("KRH") have enjoyed a close and productive relationship wherein Eurotech has agreed to fund the commercialization of certain proven but as yet uncommercialized technologies developed in the former Soviet Union by scientists and researchers at the Institute for General and Nuclear Physics of Kurchatov Research Centre, other Institutes associated therewith, and the Euro-Asian Physical Society (the "Scientists"). At all times, Eurotech has verbally advised KRH that it would share equally all net profits derived from the commercialization, sale or licensing of any technologies developed by the Scientists or supplied by the Scientists to Eurotech or any products based thereon (such technologies and products being herein referred to as the "Technologies" and the "Products"). This letter formally recognizes and reduces to writing such understanding.

Eurotech hereby agrees that it shall pay to KRH a sum equal to fifty percent (50%) of the net profits ("net profits" being defined as revenues less operating costs and reserves for taxes) derived from the sale, license or commercialization of any and all Technologies or Products based upon technologies developed by the Scientists and transferred to Eurotech or supplied by the Scientists to Eurotech. KRH shall be entitled to an accounting, at such reasonable times, in such reasonable manner and provided that it shall have provided Eurotech with reasonable advance written notice of its intention to undertake such accounting, for all net profits generated from such commercialization of any Technologies or Products (Eurotech shall have the right to assess and test any Technology or Product prior to agreeing to commercialize same and shall be entitled to accept for commercialization or reject any such Technology or Product as it, in its sole discretion, sees fit). The Scientists have agreed to execute a license or such other form of agreement as may be appropriate under the circumstance to vest in Eurotech the rights herein described and to effectuate the intent of the agreement between the parties.

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Please signify your agreement with the terms hereof by countersigning this letter agreement in the space provided for such purpose below and by returning the originally executed copy hereof to Eurotech your earliest convenience.

Very truly yours,

EUROTECH, LTD.

By: /s/ Randolph A. Graves, Jr.

Randolph A. Graves, Jr., President

AGREED TO AND ACCEPTED
this 28th day of January 1997, by
KURCHATOV RESEARCH HOLDINGS, LTD.

By: /s/ William A. Hustwit

Its: Chief Executive Officer

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<TYPE>EX-4.D
<SEQUENCE>8
<DESCRIPTION>MEMORANDUM OF INTENT
<TEXT>

State Committee of Ukraine on Atomic Energy
Industrial Amalgamation
Chernobyl Nuclear Power Station

translation

MEMORANDUM OF INTENT

During the working meeting which took place on November 18, 1996 at the Chernobyl Nuclear Power Station between the Director of the Institute for the General and Nuclear Physics of the Kurchatov Institute Prof. S.T. Belyaev, the General Director of ChNPP Mr. S.K. Parashin, Deputy General Director on the Shelter Project Mr. V.I. Kupnyj, President of the Ukrainian Construction corporation Ukrstroj Mr. Y.K. Pelykh and Director of the US firm Eurotech Ltd. Mr. Peter Gulko the participants acknowledged report of Prof. Belyaev on the successful completion of the laboratory development of EKOR material in its application to the ChNPP problems and beginning of the development of the technological [application] equipment.

It was noted that all the parties are interested in conducting of the technological development [of the EKOR application] at the site of ChNPP, which will allow to conclude on the method of application of EKOR at the Shelter project.

ChNPP has the intent to sign a co-operation agreement with the American company [Eurotech] on the said project. It is assumed that the American company will provide for the financing of such site development, Ukrstroj will provide for all the required resources, Kurchatov Institute will provide for the technical support and ChNPP will provide the sites for the testing.

On behalf of

ChNPP

Parashi S.K.
General Director

Kurchatov Institute/EAPS

Prof. Belyaev S.T.
Director

Corporation Ukrstroj

Pelykh Y.K.
President

Eurotech Ltd

P. Gulko
Director

</TEXT>

</DOCUMENT>

<DOCUMENT>

<TYPE>EX-4.E

<SEQUENCE>9

<DESCRIPTION>AGREEMENT

<TEXT>

translation
original on file

Agreement number 04-ok/96

City of Slavutich [Chernobyl]

December 10, 1996

Ukrainian State Construction Corporation (UKRSTROJ) in the name of its President Mr. Pelykh Yuri K. acting on the basis of the corporate charter on one side and industrial amalgamation Chernobyl NPP (ChNPP) in the name of its general director Mr. Parashin Yuri K. on the other side have concluded the agreement on the following:

I. Subject of the Agreement

1. To conduct the works at the site of Chernobyl NPP for the methods of implementation of the EKOR technology and determining the specific requirements on the method of its application for containment of the reactor #4.

2. ChNPP will provide UKRSTROJ with a site for working off the technology for application of EKOR, along with UKRSTROJ will determine the scope and type of the work and will determine the quantity of the materials needed for these works.

3. UKRSTROJ will:

- organise the project on EKOR implementation and will provide the scientific and technical support to all the companies participating in this work,

- manufacture the technological equipment for synthesis of EKOR, transportation of EKOR and casting of EKOR at the site as provided by ChNPP

- provide for the supply of the required quantity of EKOR components to prepare EKOR on-site,

- execute all the works for preparation, pumping and casting of EKOR to the pilot project zone.

4. ChNPP along with the concerned [official] companies and UKRSTROJ will test EKOR for the acceptance for industrial application and will if needed determine additional requirements and will determine the technology for application with consideration of application of EKOR at the Shelter of ChNPP.

II. Terms of execution

1. The terms [schedule] of the execution will be determined by the attachment to this agreement after the completion of the technological equipment, supplying the needed EKOR components and starting of the financing.

III. Cost and sequence of the works.

1. Acknowledge that in accordance with the memorandum of intent of the working meeting at ChNPP on November 18, 1996 with participation of the all parties the financing of the works within the scope of this agreement is provided by the American firm Eurotech, Ltd.

2. Costs of the each stage of the work will be determined additionally.

IV. The term of the agreement.

I. The term of the agreement is determined from the moment of its execution till full execution of the commitments of each side.

V. Legal addresses and bank accounts of the parties.

Ukrainian State
Construction Corporation

Industrial amalgamation
Chernobyl Nuclear Power Station

Y.K. Pelykh [signed, sealed]

S.K. Parashin [signed, sealed]

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</DOCUMENT>

<DOCUMENT>
<TYPE>EX-4.F
<SEQUENCE>10
<DESCRIPTION>LETTER
<TEXT>

UKRAINIAN
STATE BUILDING
CORPORATION
252030, 7 M. Kotsyubinski Str. Kiev UKRAINE
tel. 225-6095, fax 225-2294

=====
translation

Reg. Num. 19/02-01-1165

dated December 12, 1996

to: EUROTECH, LTD.

According to our protocol [memorandum] of intent of the working meeting which took place at the Chernobyl NPP on November 18, 1996, Corporation UKRSTROJ on November 10, 1996 signed an agreement reg. num. 04-ok/96 with Industrial Amalgamation Chernobyl NPP on conducting the works immediately at the site of the NPP to master the EKOR application technology and to determine the specific requirements on the method of EKOR application to containment of the reactor num. 4

The specific scope and types of the works and the required quantity of the materials will be determined after the [pilot] site is made available by ChNPP.

Please sign the attached agreement with your firm and start the works on its implementation.

A copy of the agreement with Chernobyl NPP dated December 10, 1996 reg. num. 04-ok/96 is attached.

President

[signed]

Y.K. Pelykh.

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</DOCUMENT>

<DOCUMENT>

<TYPE>EX-4.G

<SEQUENCE>11

<DESCRIPTION>COOPERATION AGREEMENT

<TEXT>

Translation

Cooperation Agreement
on documentation transfer [General Contractor Agreement]

Kiev, Ukraine

December 11, 1996

Eurotech, Ltd. [The Firm] in the name of Dr. Randolph S. Graves and UKRSTROJ [UKRSTROJ] - a Ukrainian State Construction Corporation in the name of Mr. Yuri Pelykh acting on the basis of its founding documents have concluded the following agreement.

1. Subject of the Agreement

The subject of the Agreement is to transfer of the rights to use EKOR material and the documentation for the technological equipment for synthesis of EKOR, its piping and casting at the Chernobyl NPP site. Eurotech will also provide the

feedstock list and requirements and the consumption of the components per unit of mass and volume.

2. The firm along with the EAPS will provide UKRSTROJ with all required documentation and the Program and methodology for technological testing. EAPS will provide a technical supervision during the application testing.

3. UKRSTROJ does not have rights without Eurotech's consent to transfer documentation on technological equipment. EKOR content, methods of its synthesis and casting to any third party.

2. Terms of documentation transfer.

1. Transfer of the documentation on technological equipment, program for testing, production of EKOR and other will be made between the Firm and UKRSTROJ in the existing legal order.

2. The schedule for transfer will be agreed upon later.

3. The Firm will finance all the works related to technological testing of EKOR and equipment [at the ChNPP].

3. Terms of the Agreement.

1. The agreement will become valid from the moment of signing by the parties and will stay valid for the life of the [testing] project.

Eurotech

Dr. Randolph S. Graves
Chairman and CEO

UKRSTROJ

Mr. Y.K. Pelykh
President

concurrent
EAPS
General Director
Dr. M.M. Kozodaeva

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<SEQUENCE>12
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January 28, 1997

Arbat American Autopark, Ltd.
150 East 58th Street
New York, New York 10155

Gentlemen:

The undersigned, Eurotech, Ltd ("Eurotech"), previously has identified and provided to Arbat American Autopark, Ltd. ("Arbat") certain technology, designs, renderings, blueprints and plans for the construction and operation of vertical parking structures having particular application in urban areas where adequate real property is not readily available. Since Arbat has indicated an interest in acquiring the design submitted, Eurotech would like to reduce to writing the fee arrangement with respect to the technology transfer by Eurotech to Arbat.

In connection with any parking garage erected by Arbat or any affiliates thereof which is based upon the technology, designs, renderings, blueprints and plans previously supplied to Arbat by Eurotech, Arbat agrees to pay a fee to Eurotech equal to the sum of US\$1,250 per parking space in each garage so erected by Arbat or any of its facilities. Arbat agrees to pay such fee in any instance where the design used by Arbat substantially conforms to the technology, designs, renderings, blueprints and plans previously supplied to Arbat by Eurotech, even if such design is modified to meet the particular needs and characteristics of the real property on which the garage is situated or such other factors which might dictate the ultimate design of the structure.

Please signify your agreement with the terms hereof by countersigning this letter agreement in the space provided for such purpose below and by returning the originally executed copy hereof to Eurotech your earliest convenience.

Very truly yours,
EUROTECH, LTD.

By: /s/ Randy Graves

Randy Graves, President

AGREED TO AND ACCEPTED
this [illegible] day of January, 1997, by
ARBAT AMERICAN AUTOPARK, LTD.

By: /s/ [Illegible]

Its PRESIDENT

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September 18, 1996

Eurowaste Management, Ltd.
Wiesbadener Strasse, 17A
D 12309 Berlin, Germany

The following is intended to confirm our understanding wherein the undersigned being the repository of certain information, know-how and technology concerning the construction and management of waste-to-energy plants agrees to license said information, know-how and technology to Eurowaste Management, Ltd. on the following terms and conditions.

The undersigned, Eurotech, Ltd. represents that it has assembled and developed certain proprietary information, formulae, proprietary technology, processes, papers and documents related to the planning, construction and operation of waste-to-energy plants. The undersigned has heretofore made this information available to you which you have reviewed and approved. In addition to the documentation heretofore made available to you, the undersigned agrees to provide operating and technical manuals as well as training facilities for personnel of each new plant and will consult to you in connection therewith at your request for a fee to be determined as such consultation is requested.

In consideration that Eurowaste Management, Ltd. agrees to pay Eurotech, Ltd. the sum of \$2,450,000 upon the initiation of construction of the first

waste-to-energy plant in which Eurowaste Management, Ltd. is involved. In addition, Eurowaste Management, Ltd. agrees to pay Eurotech, Ltd. the sum of \$425,000 upon the initiation of each and every waste-to-energy plant in which Eurowaste Management, Ltd. is involved.

If the above accurately sets forth our understanding, please execute a copy hereof and return same to us at your earliest opportunity.

Very truly yours,
Eurotech, Ltd.

By: /s/ [Illegible]

Chairman & CEO

Accepted and agreed this 18th day
of September 1996
Eurowaste Management, Ltd.

By: /s/ [Illegible]

President

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[Letterhead of Power Development Associates, Inc.]

February 23, 1996

Mr. Randy Graves
EUROTECH, LTD
3299 Villanova Ave.
San Diego, California 92122

Subject: Ukraine WTE

Dear Randy;

In response to your telephone request, I would be pleased to provide professional consulting services to Eurotech or Eurowaste in support of your efforts to develop waste-to-energy (WTE) facilities in the Ukraine. My understanding is that the Ukrainian parties you are working with are particularly interested in facilities similar to the existing WTE plant in Hampton, VA. This causes me to be especially interested because my career in WTE began with the design and construction of that plant in 1978.

As I mentioned on the phone, my availability is currently limited due to obligations to other clients regarding the development of independently owned power projects in Eastern Europe, however, this does not appear to be a problem for you in the short run. Of course, my availability could also increase in the future along with your needs for outside expertise. Also, as the projects mature, I may be interested in an ownership position on behalf of clients which would allow me to participate at no direct fee for service.

In the meantime, I should be able to provide one or two days a month subject to

scheduling around ongoing efforts with existing clients. For these initial services, I propose to be compensated at \$150 per hour up to a maximum of \$1200 per day. In addition to fee, I propose to be reimbursed for direct expenses incurred at cost. Direct expenses include travel, lodging, meals, telecommunications, document preparation and other direct costs incurred at your request.

I look forward to meeting with Mr. Peter Gulko on Monday, February 26th, and perhaps the Ukrainians during there next visit to the US; although, as I mentioned in a previous conversation, I am scheduled to be in Poland the week of March 17-23, which I understand from your February 16th FAX to be a scheduling conflict with the Ukrainians' visit here.

On a related matter, I received you FAX today regarding the SO2 removal technology. Whereas I do not feel qualified to comment on the merits or lack thereof of this technology, I do have friends who are qualified, and I shall endeavor to solicit their oopinions.

I hope this response is satisfactory. Waste-to-energy is my love in the energy development field, and I look forward to learning more about Eurotech's activities and objects.

Thank you for your interest and consideration.

Very truly yours,

/s/ Hunter F. Taylor

Hunter F. Taylor
President

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EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT dated as of January 1,1996, by and between Eurotech, Ltd., a District of Columbia corporation with offices at 1200 Prospect Street, Suite 425, La Jolla, CA 92037-3608 (the "Corporation") and Randolph Graves, Jr., having an office at 3299 Villanova Avenue, San Diego, California 92122 (the "Employee").

WITNESSETH:

WHEREAS, the Corporation desires to engage Employee in an executive capacity to perform services for the Corporation, and Employee desires to perform such services, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

1. Employment.

The Corporation hereby employs Employee and Employee hereby accepts such employment under the terms and conditions hereinafter contained, beginning as of the date first set forth above.

2. Duties; Agreement to Serve.

So long as he is employed hereunder, Employee shall be the President of the Corporation and Employee shall perform such duties for the Corporation consistent with his position and office as may be assigned to him from time to time by the Board of Directors.

3. Compensation.

(a) So long as Employee is employed hereunder, the Corporation shall pay to Employee as compensation for his services, subject to subsection (b) of this Paragraph 3, and Employee agrees to accept as full payment therefor, an annual salary of \$77,374 payable in equal monthly installments or such other installments as Employee may reasonably request.

(b) The Corporation shall issue to the Employee 255,000 shares of Common Stock, which such shares of common stock shall be "restricted securities" and shall remain restricted until such time as the securities are registered or unless an exemption from registration permits the transfer thereof. Nothing contained herein shall

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be deemed to limit or prevent Employee from receiving and accepting such additional benefits, emoluments, privileges, rights, pensions, bonuses, insurance, and the like as the Board of Directors shall deem proper and in the best interests of the Corporation. Neither the Corporation's grant nor Employee's receipt of any such additional benefits, emoluments, privileges, rights, pensions, bonuses, insurance, and the like shall be deemed to affect, modify, impair, or amend the terms of this Agreement.

4. Reimbursement of Expenses.

The Corporation agrees to reimburse Employee for all reasonable business expenses actually and properly incurred by Employee in the discharge of his duties hereunder, upon presentation by Employee of vouchers or other documentation reasonably satisfactory to the Corporation substantiating such expense.

5. Benefits.

In addition to the compensation under Paragraph 3, Employee, during the term of this Agreement, shall be entitled to participate in all pension, retirement, and profit-sharing plans, and other fringe benefits, including, without limitation, medical, hospital, major medical, life insurance, and statutory disability coverage which the Corporation may from time to time make generally available to other employees of the Corporation, on the same basis as such plan or plans and benefits are made generally available to such individuals (subject, however, to the provisions of said plans), or for the benefit of Employee alone or solely for the officers of the Corporation. The Board of Directors may also include Employee as a participant in any management-incentive, stock option, bonus, or similar plan established by the Board, subject, however, to the provisions of any such plan or plans.

6. Covenant Not to Compete; Confidentiality.

(a) Employee covenants that, during the term of his employment by the Corporation, and for a period of one year thereafter, he will not engage directly or indirectly, in, or serve as an employee or consultant to, any Competing Business and shall not lend assistance of any kind to such Competing Business. For the purposes of this Agreement, "Competing Business" shall be deemed to mean any person, firm or corporation (other than an entity which is or hereafter becomes an affiliate of the Corporation), which within a fifty mile geographical radius of the area where the Corporation sells or markets its products or services, is engaged in the sale or marketing of information systems or services in The People's Republic of China. Employee's ownership or holding, directly or indirectly, of securities constituting less than two percent (2%) of the issued and outstanding securities of any corporation, the securities of

which are regularly traded on a national securities exchange or in the over-the-counter market, which would otherwise be prohibited by the foregoing provisions, shall conclusively be deemed not to be in breach of Employee's covenant set forth herein.

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(b) Employee further covenants that during the term of his employment, and for a period of three years thereafter, irrespective of whether any future termination is voluntary or involuntary or with cause, he will not disclose, divulge, utilize, furnish, or make accessible to anyone (other than in the regular course of the business of the Corporation) or use for his own benefit, gain or otherwise, any information concerning any inventions, discoveries, improvements, processes, computer software programs, know-how, ideas, trade secrets, customer lists, or any confidential materials, data, information or instructions, technical or otherwise, issued or proclaimed, for the sole use of the Corporation, disclosed to him or in any way acquired by him during his employment hereunder; it being the intent of the Corporation, with which Employee agrees, to restrict him from disseminating or using any information which is unpublished and not readily available to the general public. The parties hereby stipulate that all such information is confidential material and affects the successful conduct of the business and the goodwill of the Corporation. Nothing herein shall restrict Employee from disseminating, or otherwise using any information which is published or which is or becomes readily available to the general public through no action by Employee.

(c) Employee agrees that his engagement in any competition with the Corporation in violation of his undertaking pursuant to subparagraph (a) of this Paragraph 6 or the disclosure by him of any confidential material may result in irreparable injury and damage to the Corporation which will not be adequately compensable in money damages; that the Corporation may have no adequate remedy at law therefor, and that the Corporation may obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect it against or on account of any breach by Employee of the foregoing.

(d) Employee agrees that upon any termination of his employment, whether voluntary or involuntary, or with cause, he will notify any new partner, associate, or any other person, firm or corporation with whom he becomes associated in any capacity whatsoever, of the existence of this Agreement and the provisions of this Paragraph 6, and that the Corporation may give similar notice thereof.

(e) The covenants by Employee set forth in this Paragraph 6 shall be construed as an agreement independent of this or the provisions of any other agreement between the parties. The existence of any claim or cause of action by Employee against the Corporation, whether predicated upon this or any other agreement, or otherwise, shall therefore not constitute a defense by Employee to the enforcement of the provisions of this Paragraph 6.

(f) While the restrictions set forth in this Paragraph 6 are considered by the parties to be reasonable in all circumstances, it is recognized that restrictions of the nature in question may fail for reasons unforeseen, and accordingly it is hereby agreed and declared that if any such restrictions shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the

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interests of the Corporation but would be valid if part of the wording thereof were deleted, or the period thereof reduced, or the range of activities or area dealt with thereby reduced in scope, the said transaction shall apply with such modifications as may be necessary to make it valid and effective.

7. Disability.

For the purposes of this Agreement, "permanent disability" shall mean Employee's inability to perform his duties for a period of six consecutive months, by reason of any physical or mental incapacity, in a manner substantially consistent with the manner in which he had performed such duties prior to the first occurrence of such inability; provided, however, that if a disability insurance policy is maintained by the Corporation for the benefit of Employee, the definition of "permanent disability" for this Agreement shall also include any condition defined by or stated in said policy. The "date of permanent disability" shall be deemed to be the six month anniversary of the date on which Employee first became unable to perform his duties as provided in this Paragraph 7. Employee shall be entitled to his full pay and benefits until the date of permanent disability, reduced by any disability benefit payments to him until such date.

8. Termination.

(a) Notwithstanding anything herein contained to the contrary, the Corporation shall have the right to terminate Employee's employment hereunder immediately upon the occurrence of any of the following circumstances:

- (i) Upon determination of the Board with cause;
- (ii) Employee's conviction of a felony;
- (iii) Employee's breach of any of the material terms of this Agreement, provided such breach remains uncured 30 days after the Corporation gives Employee written notice of such breach;
- (iv) Employee's death; or
- (v) Employee's permanent disability, as defined in Paragraph 7 hereof.

(b) In the event that this Agreement is terminated pursuant to Paragraph 8(a)(i) hereof, Employee shall be entitled to receive the monthly compensation contemplated by Paragraph 3(a) for the remainder of the term of this Agreement.

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(c) For the purpose of this Agreement, the term "cause" as used in Paragraph 8(a)(i), above, shall mean: Employee's willful misconduct or neglect of duties or commission of other acts or failure to act which are determined by the Board to be contrary to the best interests of the Corporation.

9. Term and Renewal.

Unless sooner terminated as provided herein, the term of this Agreement shall be for a term commencing as of the date hereof, and extending to and through December 31, 1996. This Agreement shall be automatically renewed on January 1, 1997 for a two-year period and each second anniversary date thereof for two-year periods unless either party shall, not later than 90 days before the expiration of the term then in effect, give written notice of his or its intention not to renew. Any such renewal shall be upon the same terms and conditions as contained in this Agreement, provided, however, that the compensation provided for as of the date hereof for the initial term may be modified as the parties shall agree for each such successive term and any such modification shall be incorporated into an amendment hereto executed by the parties.

10. Employee's Warranties.

Employee warrants that he has full power and authority to enter into this Agreement and that such act, and the performance of his obligations hereunder, will not conflict with any other agreements or undertakings to which

he is a party or to which he is bound, or give rise to any claim or proceeding against the Corporation, and that he will fully indemnify the Corporation and hold it harmless from and against any and all such claims, charges or liabilities, including reasonable attorneys' fees, incurred by the Corporation in connection therewith.

11. Notices.

Any and all notices or other communications given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery, if delivered in person, or three days after mailing, if mailed within the continental United States, postage prepaid, by registered or certified mail, to the party entitled to receive same, at his or its address or addresses as either party shall specify in a notice given in conformity with the provisions of this paragraph. Copies of all notices or other communications given to the Corporation shall be sent to Ruffa & Ruffa, P.C., 150 East 58th Street, 35th Floor, New York, New York 10155, Attention: William P. Ruffa, Esq.

12. Miscellaneous Provisions.

(a) This instrument represents the entire Agreement between the parties and supersedes any prior agreement or understanding among them with respect to the subject matter hereof. No provision hereof, including, without limitation, this

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Paragraph 12, may be amended, modified, terminated, or revoked except by a writing signed by all parties hereto.

(b) This Agreement contemplates the personal services of Employee, and neither this Agreement nor any of the rights herein granted to Employee or the duties assumed by him hereunder may be assigned by him. This Agreement, and the rights of the Corporation hereunder, may be assigned by the Corporation only in connection with the sale of the business of the Corporation. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors, and assigns, except as otherwise provided in this Agreement.

(c) No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

(d) If any provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable any other severable provision Of this Agreement, and this Agreement shall be carried out as if any such invalid or unenforceable provision were not contained herein.

(e) This Agreement is a contract made under the laws of the State of California and shall in all respects be governed by and construed in accordance with the laws of the State of California.

(f) The captions and headings contained In this Agreement are for convenience only and shall not be construed as a part of this Agreement.

(g) This Agreement may be executed in any number of counterparts. each of which shall be deemed an original and all of which shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

EMPLOYER:

EUROTECH, LTD

By: /s/ [Illegible]

EMPLOYEE:

RANDOLPH A. GRAVES, Jr.

/s/ Randolph A. Graves, Jr.

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THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM EUROTECH, LTD. BALANCE SHEET AS OF SEPTEMBER 30, 1996 AND STATEMENT OF OPERATIONS FOR THE INTERIM PERIOD JANUARY 1, 1996 THROUGH SEPTEMBER 30, 1996 AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO SUCH FINANCIAL STATEMENTS.

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-----END PRIVACY-ENHANCED MESSAGE-----