

ENGLISH TRANSLATION

EXHIBIT 4 OF THE WITNESS STATEMENT OF JORGE ADOLFO
HERMOSILLO SILVA.

AGREEMENT FOR THE PURCHASE OF SHARES OF THE CAPITAL STOCK OF DESCONTAMINADORA INDUSTRIAL DE VERACRUZ, S.A. DE C.V. AND ELIMINACIÓN DE CONTAMINANTES INDUSTRIALES S.A. DE C.V., (HEREINAFTER REFERRED TO AS THE "MEXICAN COMPANIES"), ENTERED INTO BY AND BETWEEN AS PARTY OF THE FIRST PART ARQ. JOSE DE JESUS DE LA TORRE Y ORTEGA, IN HIS OWN RIGHT, HEREINAFTER REFERRED TO AS THE "SELLER" AND AS PARTY OF THE SECOND PART ECO METALCLAD, INC., REPRESENTED HEREAT BY ITS PRESIDENT GRANT S. KESLER, ESQ., HEREINAFTER REFERRED TO AS THE "BUYER", PURSUANT TO THE FOLLOWING STATEMENTS AND CLAUSES.

STATEMENTS

I. THE SELLER STATES:

a) To be of Mexican nationality, of legal age, and capable of being bound under the terms of this agreement.

b) That he appoints as his address for all purposes of this agreement the house number 30 of the street of Bruno Traven, in Mexico, D.F.

c) That he is the sole and legal owner of 800 series "A" shares of the capital stock of Descontaminadora Industrial de Veracruz, S.A. de C.V. of which 400 are being held by Eng. Jorge Adolfo Hermosillo Silva and 400 by Eng. Jaime Antonio de la Fuente Mora which are covered by provisional stock certificate numbers 1 and 3, issued in their favor by said corporation and which those persons are obliged to deliver to him; that the SHARES are fully subscribed and paid and are free of liabilities, liens and limitations of ownership;

d) That he is the owner of 800 series "A" shares of capital stock of Eliminación de Contaminantes Industriales, S.A. de C.V. which are being held by Eng. Jorge Adolfo Hermosillo Silva, which are covered by provisional stock certificate number 1, issued in favor of aforementioned person by such company, who is obliged to deliver the shares to him. The shares of the capital stock of Descontaminadora Industrial de Veracruz, S.A. de C.V., property of THE SELLER indicated at paragraph C) above and the shares of the capital stock of Eliminación de Contaminantes Industriales S.A. de C.V. owned by the SELLER mentioned in this paragraph d) are hereinafter referred to as "THE SHARES".

e) That subject to the conditions precedent hereinafter set forth and pursuant to the terms hereof, it is his wish to sell the SHARES to the BUYER.

II. ECO METALCLAD, INC. STATES:

a) That it is a corporation duly incorporated and existing pursuant to the laws of the State of Utah, U.S.A. with address at: c/o Metalclad Corporation, 3737 Birch Street, Suite 300, Newport Beach, California 92660, which address it appoints for all purposes of this agreement;

b) That it is familiar with the present corporate, tax, labor and contractual situations of Descontaminadora Industrial de Veracruz, S.A. de C.V. and Eliminación de Contaminantes Industriales S.A. de C.V. by virtue of being a shareholder of said corporations;

c) That Mr. Grant S. Kesler, who appears on its behalf at the execution of this agreement, has sufficient legal authority to bind it pursuant to the terms hereof;

d) That all of the shares of its capital stock are held by Metalclad Corporation (hereinafter referred to as "METALCLAD"), which is a corporation duly incorporated and existing pursuant to the laws of the state of Arizona, U.S.A., whose stock is registered with the U.S. Securities and Exchange Commission and is traded in the Public Stock Market in the U.S.A.; and

e) That subject to the conditions hereinafter set forth and pursuant to the stipulations hereof, it is its wish to buy the SHARES from the SELLER.

III. BOTH PARTIES STATE:

a) That Eco Administración, S.A. de C.V. at present has requested from the Ministry of Social Development of the United Mexican States, and from other relevant authorities, the Final Permit for the Construction of Plant No. 1; and also through such corporation or through Descontaminadora Industrial de Veracruz, S.A. de C.V. or Eliminación de Contaminantes Industriales, S.A. de C.V. or through other corporations in which the majority of their stock will be held by the BUYER or in which the shareholders are or will be almost the same than in Eco Administracion, S.A. de C.V., will request Final Permits for the Construction of Plants and Permits to Operate the Plants (as those Permits and Plants are defined below) in respect of the Plants that will be located in the State of Veracruz (hereinafter referred to as "Plant No. 2") and the other in the State of Tamaulipas (hereinafter referred to as "Plant No. 3").

Having stated the foregoing, the parties herein grant the following:

CLAUSES

FIRST. DEFINITIONS. For purposes of this agreement, the parties hereto agree that in addition to the terms defined elsewhere in this agreement, the following terms shall have the meaning ascribed to them, regardless of the fact that they may be in singular or plural:

Plant No. 1: The Plant in which will be established an incinerator of industrial waste, located in the municipality of Santa María del Río, San Luis Potosí

Plant No. 2: The Plant in which will be established an incinerator of industrial waste, located near Cerro Azul, Veracruz or other place within such state.

Plant No. 3: The Plant in which will be established an incinerator of industrial waste, located in the State of Tamaulipas.

Final Permit
for the
Construction
of Plant:

The Permit or Permits granted by the Ministry of Social Development (SEDESOL), and other federal, state and municipal authorities, which are required to carry out the Construction of a Plant in which will be established an incinerator of industrial waste and that allows such construction without any further or additional permits.

Permit to
Operate a
Plant:

The Permit or Permits granted by the Ministry of Social Development and other federal, state and municipal authorities which are required to operate a Plant in which will be established an incinerator of industrial waste and that allows such construction without any further or additional permits.

SECOND. PURCHASE AND SALE. Subject to the conditions precedent set forth hereinafter, the SELLER sells the SHARES to the BUYER, who buys them. The transfer of property of the SHARES in favor of the BUYER shall take place without additional requirements at the time that all the conditions precedent set forth in the Third

Clause take place. Likewise, the SELLER agrees to instruct the persons which at present have the CERTIFICATES covering the SHARES, to deliver such CERTIFICATES to the BUYER.

THIRD. CONDITIONS PRECEDENT. The purchase and sale agreed to herein shall be subject to the fulfillment of all the following conditions precedent which shall take place within a maximum term of one hundred and eighty (180) days, counted as of the date hereof:

a) That the BUYER obtains the necessary authorisation from the National Commission of Foreign Investments to become holder of the SHARES in addition to the shares of Descontaminadora Industrial de Veracruz, S.A. de C.V. and Eliminación de Contaminantes Industriales S.A. de C.V. that it already owns.

b) That an authorisation from the Board of Directors from each of the Mexican Companies for the sale of the SHARES shall be obtained, which authorisation shall comply with all the requirements imposed by the Charter and by-laws of such corporation or alternatively, the Charter and by-laws of such corporation shall be amended so that the authorisation of the Board is not required for the sale of the SHARES;

c) That none of the other shareholders of the Mexican Companies exercise their preemptive right granted to them by the Charters and by-laws of such corporations in the event of the sale of shares by a shareholder; and

d) That an authorization from the Board of Directors of Eco-Metalclad, Inc. and from the Board of Directors of METALCLAD for the purchase of the SHARES is obtained.

FOURTH. PRICE, MANNER OF PAYMENT AND DATES IN WHICH IT SHALL BE PAID. The BUYER agrees to pay to the SELLER the price in U.S. dollars and in restricted, unregistered, non-assessable shares of the capital stock of METALCLAD, pursuant to what is mentioned below, such payments being subject, in addition to the conditions precedent set forth in Clause Third, to the fulfillment of the conditions that for the payment of each portion of the price are set forth below:

	U.S. DOLLARS	SHARES OF METALCLAD
a) On the date in which is delivered to Eco Administracion S.A. de C.V. the Final Permit for the Construction of Plant No. 1 and copy of such Permit is delivered to the BUYER:	0	60,000

- b) On the date in which the necessary financing for construction of Plant No. 1 is granted: \$ 120,000 and 60,000
- c) On the date in which is delivered to Eco Administración S.A. de C.V. the Permit to Operate Plant No. 1 and copy of such Permit is delivered to the BUYER: \$ 60,000 and 60,000
- d) On the date in which is delivered to any of the Eco Administracion, S.A. de C.V. Descontaminadora Industrial de Veracruz S.A. de C.V. or to Eliminación de Contaminantes Industriales, S.A. de C.V. or to any of the other corporations mentioned in Statement III the Final Permit for the Construction of Plant No. 2 and copy of such Permit is delivered to the BUYER: \$ 30,000 and 30,000
- e) On the date in which the necessary financing for construction of Plant No. 2 is granted: \$ 30,000 and 30,000
- f) On the date in which is delivered to Eco Administracion S.A. de C.V. or to Descontaminadora Industrial de Veracruz, S.A. de C.V. or to Eliminación de Contaminantes Industriales, S.A. de C.V. or to any of the other corporations mentioned in Statement III the Permit to Operate Plant No. 2 and copy of such Permit is delivered to the BUYER: \$ 30,000 and 30,000
- g) On the date in which is delivered to Eco Administracion, S.A. de C.V. or to Descontaminadora Industrial de Veracruz, S.A. de C.V. or to Eliminación de

Contaminantes Industriales, S.A.
de C.V. or to any of the other
corporations mentioned in
Statement III the Final Permit
for the Construction of Plant No.
3 and copy of such Permit is
delivered to the BUYER:

\$ 20,000 and 20,000

h) On the date in which
the necessary financing
for construction
of Plant No. 3 is granted

\$ 20,000 and 20,000

i) On the date in which is
delivered to Eco Administracion,
S.A. de C.V. Descontaminadora
Industrial de Veracruz, S.A. de C.V.
or to Eliminación de
Contaminantes Industriales, S.A.
de C.V. or to any of the other
corporations mentioned in
Statement III
the Permit to Operate Plant
No. 3 and copy of such Permit
is delivered to the BUYER

\$ 10,000 and 10,000

Also, the parties agree that in the event the conditions to which the payment of each portion of the price is subject are not fulfilled within a term of three (3) years, counted as of the date hereof, the price shall be only the one corresponding to the payments whose conditions have been fulfilled within such term, thereby terminating the duty of the BUYER to make payments of the amounts corresponding to the portions of the price subject to conditions which were not fulfilled within such term. In the event none of the conditions set forth for the payment of each portions of the price is fulfilled, within a term of six month, counted as of the date hereof, this agreement shall terminate without responsibility to any of the parties.

FIFTH.- MEXICAN INCOME TAX. The BUYER shall withhold from the sales price the corresponding Mexican income tax and shall deliver it to the tax authorities, all in accordance with the provisions of articles 103 and 126 of the Federal Income Tax Law. Nevertheless and since the payment of each portion of the price is subject to the fulfilment of a condition precedent different from the conditions to which each payment is subject and the value of the goods relative to the payment in kind of the price varies every day, the parties agree to file a consultation with the tax authorities to determine if

the income tax shall be withheld from each payment made to the SELLER and on the date such payment is made.

SIXTH.- LIABILITY IN THE EVENT OF DISPOSSESSION (EVICCIÓN). The SELLER is liable to the BUYER in the event of dispossession (evicción) of the SHARES.

SEVENTH.- NOTICE OF THIS PURCHASE AND SALE TO THE MEXICAN COMPANIES. The SELLER agrees to give notice to each of the Mexican companies agreed herein, by delivering copy of this agreement to the Secretary of the Board of Directors of such corporations, so that the Secretary can make the corresponding notation on the Book of Registry of Registered Shares in the entry corresponding to the SHARES. The SELLER shall in addition request from the Secretary of each of the Mexican Companies the issuance of a certification to the effect that this agreement has been notated in such book and entry and shall deliver it to the BUYER.

EIGHTH.- DELIVERY OF THE SHARES. The SELLER only agrees to give notice to the persons holding the SHARES of their own of the sale of the SHARES, instructing them to deliver the SHARES to the BUYER and the BUYER shall carry out on his account all acts which may be required for the delivery of the SHARES: In addition, the SELLER agrees to endorse the CERTIFICATE covering the SHARES in favor of the BUYER if it becomes necessary.

NINETH.- LIABILITY OF THE SELLER REGARDING ACTS OF THE MEXICAN COMPANIES. The SELLER does not undertake any obligation with the BUYER in connection with any tax, labor, contractual, administrative or other liability of Eco-Administracion S.A. de C.V., due to acts or omissions of such corporation.

TENTH.- TERMINATION OF THIS AGREEMENT. The parties agree that in the event the conditions precedent set forth in the third Clause are not fulfilled within a term of one hundred and eighty (180) days, counted as of the date hereof, this agreement shall terminate without responsibility for any of the parties hereto.

ELEVENTH.- HEADINGS OF THE CLAUSES. The headings of the clauses are written only for the convenience of the parties and are not relevant in connection with the terms and conditions set forth in this agreement, therefore the headings shall not be considered in the interpretation hereof.

TWELFTH.- APPLICABLE LAW. The parties agree that this agreement shall be governed by and construed pursuant to the Code of Commerce of the United Mexican States and other applicable Mexican legislation.

THIRTEENTH.- ARBITRATION. All disputes, controversies or claims arising out of or in connection with this Agreement or the breach, termination or invalidity thereof, shall be submitted to and finally settled by arbitration before a single arbitrator held and conducted in the State of California, U.S.A., in accordance with the Arbitration Rules of the International Chamber of Commerce as are at present in force. To reach a decision, the Arbitrator will take into consideration all the facts and circumstances and will refer to

the terms and conditions of this agreement. If the solution is not found in the agreement the Arbitrator will apply the applicable law set out in Clause Fourteenth. The authority appointing the Arbitrator will be in the International Chamber of Commerce. The parties agree to be unconditionally bound by the terms of the 1958 Convention of Foreign Arbitral Awards, for the purpose of enforcement of this clause for settlement of disputes and any resulting award. This clause will survive the termination of this Agreement.

FOURTEENTH.- ENGLISH AND SPANISH VERSIONS. This Agreement is executed in duplicate originals in Spanish and English versions, both of which constitute the same Agreement. Nevertheless in the event of discrepancy among such versions or in the event of submission to arbitration pursuant to Clause Fourteenth, the English version will prevail.

This Agreement is executed by the SELLER in the City of Mexico, Federal District, on February 22, 1993 and the BUYER in the City of Newport Beach, California, U.S.A. on February 23, 1993.

THE SELLER

(signature)

Sr. Arq. Jose de Jesus de la Torre y Ortega

THE BUYER

ECO-METALCLAD, INC.

(signature)

Grant S. Kesler
President