

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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. _____)*

EXTECH Corporation
(Name of Issuer)

Common Stock
(Title of Class of Securities)

302234 10 9
(CUSIP Number)

Fred S. Skolnik, Esq. (516) 296-7000
Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue, East Meadow, NY 11554
(Name, Address and Telephone Number of Person Authorized to Receive Notices
and Communications)

June 3, 1996
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to
report the acquisition which is the subject of this Schedule 13D, and is
filing this schedule because of Rule 13d-1(b)(3) or (4), check the
following box [].

Check the following box if a fee is being paid with the statement [].
(A fee is not required only if the reporting person: (1) has a previous
statement on file reporting beneficial ownership of more than five percent
of the class of securities described in Item 1; and (2) has filed no
amendment subsequent thereto reporting beneficial ownership of five percent
or less of such class.) (See Rule 13d-7.)

Note: Six copies of this statement, including all exhibits, should be
filed with the Commission. See Rule 13d-1(a) for other parties to whom
copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting
person's initial filing on this form with respect to the subject class of
securities, and for any subsequent amendment containing information which
would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be
deemed to be "filed" for the purpose of Section 18 of the Securities
Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of
that section of the Act but shall be subject to all other provisions of the
Act (however, see the Notes).

SCHEDULE 13D

CUSIP No. 302234 10 9

1. Name of Reporting Person
S.S. or I.R.S. Identification No. of above person
ADAM LIEBERMAN
2. Check the appropriate box if a member of a group (a) []
(b) []

- 3. SEC Use Only
- 4. Source of Funds
WC (OF STERLING FOSTER HOLDING CORP.)
- 5. Check box if disclosure of legal proceedings is required pursuant to items 2(d) or 2(e) []
- 6. Citizenship or Place of Organization
UNITED STATES

Number of Shares Beneficially Owned By Each Reporting Person With	7. Sole Voting Power 1,800,000	
	8. Shared Voting Power -0-	
	9. Sole Dispositive Power 1,800,000	
	10. Shared Dispositive Power -0-	

11. Aggregate Amount Beneficially Owned by Each Reporting Person
1,800,000

12. Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

13. Percent of Class Represented by Amount in Row (11)
32.2%

14. Type of Reporting Person
IN

SCHEDULE 13D

CUSIP No. 302234 10 9

1. Name of Reporting Person
S.S. or I.R.S. Identification No. of above person
STERLING FOSTER HOLDING CORP.
 2. Check the appropriate box if a member of a group (a) []
(b) []
 3. SEC Use Only
 4. Source of Funds
WC
 5. Check box if disclosure of legal proceedings is required pursuant to
items 2(d) or 2(e) []
 6. Citizenship or Place of Organization
DELAWARE
- | | |
|--------------------|------------------------------|
| Number of Shares | 7. Sole Voting Power |
| Beneficially Owned | 1,800,000 |
| By Each Reporting | ----- |
| Person With | 8. Shared Voting Power |
| | -0- |
| | ----- |
| | 9. Sole Dispositive Power |
| | 1,800,000 |
| | ----- |
| | 10. Shared Dispositive Power |
| | -0- |
11. Aggregate Amount Beneficially Owned by Each Reporting Person
1,800,000
 12. Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares
 13. Percent of Class Represented by Amount in Row (11)
32.2%
 14. Type of Reporting Person
HC/CO

ITEM 1. SECURITY AND ISSUER.

This statement on Schedule 13D filed by Sterling Foster Holding Corp. ("Sterling Foster") and Adam Lieberman relates to the Common Stock, par value \$.01 per share, of EXTECH Corporation ("EXTECH"), a Delaware corporation ("EXTECH Common Shares"). The address of the principal executive offices of EXTECH is 90 Merrick Avenue, East Meadow, New York 11554.

ITEM 2. IDENTITY AND BACKGROUND.

(a) This statement is being filed by Sterling Foster, a Delaware corporation, and Adam Lieberman.

(b) Sterling Foster is a real estate holding company. The address of the principal business and principal office of Sterling Foster, and the business address of Mr. Lieberman, is 198 Woodbine Road, Roslyn Heights, NY 11577. The President and sole owner of Sterling Foster is Mr. Lieberman.

(c) Mr. Lieberman is a citizen of the United States of America. His principal employment is serving as President of both Sterling Foster and Sterling Foster & Co., Inc., a securities broker-dealer.

(d) Neither of the reporting persons has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) Neither of the reporting persons has, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction resulting in a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

The funds for the purchase reported herein were provided from the working capital of Sterling Foster.

ITEM 4. PURPOSE OF TRANSACTION.

Pursuant to a Subscription Agreement, dated as of June 3, 1996, EXTECH sold an aggregate of 3,200,000 EXTECH Common Shares, at a price of \$.25 per share, as follows:

Name	Number of Shares
----	-----
Morton L. Certilman	700,000 (including 360,000 by his retirement trust)
Jay M. Haft	700,000
Sterling Foster Holding Corp.	1,800,000

The EXTECH Common Shares have been acquired by Sterling Foster for investment and neither of the reporting persons has any specific plans to acquire additional amounts of, or to dispose of, securities of EXTECH. As a result of Sterling Foster's ownership of such shares, it and Mr. Lieberman may be deemed to have substantial influence over the affairs and management of EXTECH. However, neither Sterling Foster nor Mr. Lieberman has any definitive plan or proposal which relates to, or would result in, any of the actions enumerated in Item 4 of Schedule 13D. Notwithstanding the foregoing, the acquisition of the EXTECH Common Shares was made with the understanding that the proceeds from the sale thereof may be used by EXTECH in connection with the acquisition and/or operation of one or more sports franchises and/or related sports equipment companies.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

Sterling Foster and Mr. Lieberman (by reason of his position with Sterling Foster) each is the beneficial owner of, and has sole voting and dispositive power over, 1,800,000 EXTECH Common Shares, (or approximately 32.2% of the outstanding EXTECH Common Shares).

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH

RESPECT TO SECURITIES OF THE ISSUER.

There are no contracts, arrangements, understandings or relationships (legal or otherwise) between Sterling Foster and Mr. Lieberman, or between such persons and any other person, with respect to any securities of EXTECH, including, but not limited to, transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

(1) Subscription Agreement, dated as of June 3, 1996, among EXTECH, Morton L. Certilman, Jay M. Haft and Sterling Foster.

SIGNATURES

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

Dated: June 12, 1996

/s/

Adam Lieberman

STERLING FOSTER HOLDING CORP.

By: /s/

Adam Lieberman, President

Exhibit 1

SUBSCRIPTION AGREEMENT made as of the 3rd day of June, 1996 between EXTECH CORPORATION, a Delaware corporation (the "Company"), and the undersigned subscribers (individually, a "Subscriber" and collectively, the "Subscribers").

The Company desires to obtain financing by selling to the Subscribers an aggregate of 3,200,000 Common Shares, par value \$.01 per share (the "Shares"), at a price of \$0.25 per Share (the "Offering"). Each Subscriber desires to purchase the number of Shares set forth on the signature page hereof.

NOW, THEREFORE, for and in consideration of the mutual representations and covenants hereinafter set forth, the parties hereto do hereby agree as follows:

I. SUBSCRIPTION FOR SHARES

1.1 Subject to the terms and conditions hereinafter set forth, each Subscriber hereby subscribes for and irrevocably agrees to purchase from the Company the number of Shares set forth on the signature page hereof, and the Company agrees to sell such Shares to each of the Subscribers, at a purchase price equal to \$0.25 per Share. The purchase price is payable on June 10, 1996 by check made payable to the order of the Company. The certificates evidencing the Shares purchased by the Subscribers will be delivered by the Company to the Subscribers as soon as practicable following the Company's receipt of the purchase price therefor.

II. REPRESENTATIONS BY SUBSCRIBER

Each Subscriber understands and agrees that the Company is relying and may rely upon the following representations, warranties and agreements made by such Subscriber in entering into this Agreement:

2.1 Each Subscriber recognizes that the purchase of the Shares involves a high degree of risk and is suitable only for persons of adequate financial means who have no need for liquidity in this investment in that (a) he may not be able to liquidate his investment in the event of emergency; (b) transferability is extremely limited; and (c) in the event of a disposition, he could sustain a complete loss of his investment.

2.2 Each Subscriber acknowledges that he (a) is competent to understand and does understand the nature of the investment; and (b) must be able to bear the economic risk of the investment.

2.3 Each Subscriber understands that he must be an accredited investor as described in paragraph 2.3.1 through 2.3.3 hereof to qualify for the purchase of the Shares, and hereby represents and warrants that he is an accredited investor. In order to be an accredited investor, he must be one or more of the following:

2.3.1 A Director or executive officer of the Company;

2.3.2 A natural person whose individual net worth or joint net worth with that person's spouse, at the time of his purchase, exceeds \$1,000,000; or

2.3.3 A natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.

2.4 Each Subscriber acknowledges that he has significant prior investment experience, including investment in non-listed and non-registered securities, and that he has read all of the documents furnished or made available by the Company to evaluate the merits and risks of his investment; and that he recognizes the highly speculative nature of

this investment and is able to bear the economic risk he hereby assumes.

2.5 Each Subscriber hereby represents that the Company has furnished to him a copy of the Company's Annual Report on Form 10-KSB for the fiscal year ended December 31, 1995 and Quarterly Report on Form 10-QSB for the period ended March 31, 1996. The Subscriber represents further that he has been furnished with all information regarding the Company which he has requested or desired to know; that all other documents which could be reasonably provided have been made available for his inspection and review; and that he has been afforded the opportunity to ask questions of and receive answers from duly authorized officers and/or other representatives of the Company concerning the terms and conditions of the Offering, and any additional information which he has requested.

2.6 Each Subscriber hereby acknowledges that this Offering of Shares has not been reviewed by the Securities and Exchange Commission (the "SEC") because it is intended to be a non-public offering pursuant to Section 4(2) of the Securities Act of 1933, as amended (the "Act").

2.7 Each Subscriber represents that the Shares are being purchased for his own account, for investment, and not for distribution or resale to others. Each Subscriber agrees that he will not sell, transfer or otherwise dispose of the Shares or any portion thereof, unless they are registered under the Act or unless an exemption from such registration is available.

2.8 Each Subscriber consents that the Company may, if it desires, permit the transfer of the Shares by the Subscriber out of his name only when his request for transfer is accompanied

by an opinion of counsel satisfactory to the Company that neither the sale nor the proposed transfer results in a violation of the Act or any applicable state "blue sky" laws (collectively, "Securities Laws"). Each Subscriber agrees to hold the Company and its directors, officers and controlling persons and their respective heirs, representatives, successors and assigns harmless and to indemnify them against all liabilities, costs and expenses (including attorneys' fees) incurred by them as a result of any sale or distribution by such Subscriber in violation of any Securities Laws or any misrepresentation herein.

2.9 Each Subscriber consents to the placement of a legend on the certificates evidencing the Shares stating that they have not been registered under the Act and setting forth or referring to the restrictions on transferability and sale thereof. Each Subscriber is aware that the Company will make a notation in its appropriate records with respect to the restrictions on the transferability of the Shares.

III. REPRESENTATIONS BY THE COMPANY

3.1 The Company represents and warrants to each Subscriber as follows:

(a) The Company is a corporation duly organized, existing and in good standing under the laws of the State of Delaware and has the corporate power to conduct its business.

(b) The execution, delivery and performance of this Agreement by the Company has been duly approved by the Board of Directors of the Company.

(c) The Shares have been duly and validly authorized and, when issued in accordance with the terms hereof, will be duly and validly authorized and issued, fully paid and nonassessable.

IV. INTENDED USE OF PROCEEDS

4.1 Each Subscriber hereby acknowledges that the proceeds from the sale of the Shares are intended to be used by the Company in connection with the acquisition and/or operation of one or more sports franchises and/or related sports equipment companies. Each Subscriber acknowledges the substantial risks involved in such regard, including, without limitation, the lack of experience on the part of the Company management in such industries. Each Subscriber acknowledges further that no assurances are being given by the Company that the proceeds of the sale will be so utilized.

V. INVESTMENT RESTRICTIONS

5.1 Each Subscriber acknowledges that there is a very limited public market for the Shares. Each Subscriber understands that, absent registration under the Act, the Shares may only generally be publicly sold pursuant to Rule 144 (the "Rule") promulgated under the Act. The Rule permits, subject to all of its terms and conditions, the public resale (in limited amounts) of securities acquired in non-public offerings without having to satisfy the registration requirements of the Act. The Subscriber further understands that the Company makes no representation or warranty regarding its fulfillment in the future of any reporting requirements under the Securities Exchange Act of 1934, as amended, or its dissemination to the public of any current financial or other information concerning the Company, which in most circumstances is required by the Rule as one of the conditions of its availability. Accordingly, each Subscriber recognizes that, notwithstanding the existence of a public market for the Shares, he may not be able to take advantage of the resale provisions of the Rule and may be unable to publicly offer or sell any of such Shares.

VI. NOTICES TO SUBSCRIBERS

6.1 THE SHARES HAVE NOT BEEN REGISTERED UNDER THE ACT AND ARE BEING OFFERED AND SOLD IN RELIANCE ON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE ACT. THE SHARES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

6.2 The Shares are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Act, and applicable state securities laws, pursuant to registration or exemption therefrom.

VII. MISCELLANEOUS

7.1 Any notice or other communication given hereunder shall be deemed sufficient if in writing and sent by registered or certified mail, return receipt requested, overnight mail or courier or telecopier, addressed to the Company at 90 Merrick Avenue, East Meadow, New York 11554, Attention: President and to each Subscriber at his address indicated on the signature page hereof. Notices shall be deemed to have been given on the date of mailing, except notices of change of address, which shall be deemed to have been given when received.

7.2 This Agreement shall not be changed, modified or amended except by a writing signed by the party to be charged, and this Agreement may not be discharged except by performance in

accordance with its terms or by a writing signed by the party to be charged.

7.3 This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, legal representatives, successors and assigns. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter thereof and merges and supersedes all prior discussions, agreements and understandings of any and every nature between them. Each Subscriber acknowledges and agrees that the Company is making no representations in connection with the purchase and sale of the Shares except as expressly set forth herein.

7.4 This Agreement and its validity, construction and performance shall be governed in all respects by the laws of the State of New York, applicable to agreements to be performed wholly within the State of New York.

7.5 This Agreement may be executed in counterparts. Upon the execution and delivery of this Agreement by the Subscriber, this Agreement shall become a binding obligation of the Subscriber with respect to the purchase of the Shares as herein provided.

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

EXTECH CORPORATION

By: /s/

Brian K. Ziegler, Secretary

SUBSCRIBERS

/s/

Morton L. Certilman

90 Merrick Avenue
East Meadow, New York 11554

Address

340,000

Number of Shares Subscribed for

\$85,000

Aggregate Purchase Price

/s/

Jay M. Haft

201 S. Biscayne Blvd.,
Suite 3000
Miami, Florida 33131

Address

700,000

Number of Shares Subscribed for

\$175,000

Aggregate Purchase Price

STERLING FOSTER HOLDING CORP.

By: /s/

Adam Lieberman, President

198 Woodbine Road
Roslyn Heights, NY 11577

Address

1,800,000

Number of Shares Subscribed for

\$450,000

Aggregate Purchase Price

/s/

Certilman Balin Adler
& Hyman, LLP
401K Plan, FBO
Morton L. Certilman

360,000

Number of Shares Subscribed for

\$90,000

Aggregate Purchase Price