
OMB APPROVAL

OMB Number: 3235-0145

Expires: December 31, 2005

SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

Schedule 13D

INFORMATION TO BE INCLUDED IN STATEMENTS FILED
PURSUANT TO RULE 13d-1(A) AND AMENDMENTS THERETO
FILED PURSUANT TO RULE 13d-2(a)

(Amendment No. 2)

Environmental Tectonics Corporation

(Name of Issuer)

Common Stock

(Title of Class of Securities)

294092-10-1

(CUSIP Number)

William W. Matthews, Esq.
Klehr, Harrison, Harvey, Branzburg & Ellers LLP
260 South Broad Street
Philadelphia, PA 19102

(Name, Address And Telephone Number Of Person
Authorized To Receive Notices And Communications)

April 24, 2003

(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(e), 13d-1(f) or 13d-1(g), check the following box

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1. NAME OF REPORTING PERSON
S.S OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY):

William F. Mitchell(1)

-
2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) []
(b) [X]
-

3. SEC USE ONLY

4. SOURCE OF FUNDS*
(See Item 3 below)

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 1,469,198 shares of Common Stock
	8.	SHARED VOTING POWER -0- shares of Common Stock
	9.	SOLE DISPOSITIVE POWER 1,469,198 shares of Common Stock
	10.	SHARED DISPOSITIVE POWER -0- shares of Common Stock

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
1,469,198(2) shares of Common Stock

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES [X]

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
20.53%

14. TYPE OF REPORTING PERSON
IN

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1. NAME OF REPORTING PERSON
S.S OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY):

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) []
(b) [X]

3. SEC USE ONLY

4. SOURCE OF FUNDS*
(See Item 3 below)

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 702,600 shares of Common Stock
	8.	SHARED VOTING POWER -0- shares of Common Stock
	9.	SOLE DISPOSITIVE POWER 702,600 shares of Common Stock
	10.	SHARED DISPOSITIVE POWER -0- shares of Common Stock

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
702,600 shares of Common Stock

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES []

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
9.82%

14. TYPE OF REPORTING PERSON
IN

1. NAME OF REPORTING PERSON
S.S OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY):
Emerald Advisers, Inc.(1)

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) []
 (b) [X]

3. SEC USE ONLY

4. SOURCE OF FUNDS*
 (See Item 3 below)

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
 PURSUANT TO ITEMS 2(d) OR 2(e) []

6. CITIZENSHIP OR PLACE OF ORGANIZATION
 Pennsylvania

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 869,360 shares of Common Stock
	8.	SHARED VOTING POWER -0- shares of Common Stock
	9.	SOLE DISPOSITIVE POWER 1,442,500 shares of Common Stock
	10.	SHARED DISPOSITIVE POWER -0- shares of Common Stock

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
 1,442,500 shares of Common Stock

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
 CERTAIN SHARES []

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
 20.15%

14. TYPE OF REPORTING PERSON
 CO

1. NAME OF REPORTING PERSON
 S.S OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY):
 ETC Asset Management, LLC(1)

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a)
- (b)

3. SEC USE ONLY

4. SOURCE OF FUNDS*

(See Item 3 below)

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) OR 2(e)

6. CITIZENSHIP OR PLACE OF ORGANIZATION

Alabama

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 972,520 shares of Common Stock, of which 437,820 shares are issuable upon exercise of warrants.
	8.	SHARED VOTING POWER 145,000 shares of Common Stock
	9.	SOLE DISPOSITIVE POWER 972,520 shares of Common Stock, of which 437,820 shares are issuable upon exercise of warrants.
	10.	SHARED DISPOSITIVE POWER 145,000 shares of Common Stock

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
1,117,520 shares of Common Stock, of which 437,820 shares are
issuable upon exercise of warrants.

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
14.7%. Calculated based on issued and outstanding shares of
Common Stock on April 29, 2003, as provided by the Company's
Chief Financial officer (7,157,239), increased by the shares
to be issued upon the exercise of warrants (437,820) for a
total of 7,595,059.

14. TYPE OF REPORTING PERSON
OO (Limited Liability Company)

-
- (1) The Filing Persons are submitting this statement to terminate their status as a group in connection with the expiration of a Voting Agreement that the Filing Persons entered into on February 19, 2003. A copy of the Voting Agreement is attached to this statement and is made a part hereof.
 - (2) William F. Mitchell's wife owns 155,200 shares of Common Stock, all of which Mr. Mitchell disclaims beneficial ownership for purposes of this Statement.

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Item 1. Security and Issuer.

This statement relates to the common stock (the "Common Stock") of Environmental Tectonics Corporation (the "Company"). The Company's principal offices are located at County Line Industrial Park, Southampton, Pennsylvania 18966.

Item 2. Identity and Background.

(a) This statement is being filed by (i) William F. Mitchell with respect to shares beneficially owned by him; (ii) Pete L. Stephens, M.D. with respect to shares beneficially owned by him, (iii) Emerald Advisers, Inc., a Pennsylvania corporation ("Emerald"), with respect to shares beneficially owned by it; and (iv) ETC Asset Management, LLC, an Alabama limited liability company ("EAM"), with respect to shares beneficially owned by it. Mr. Mitchell, Dr. Stephens, Emerald and EAM are collectively referred to herein as the "Filing Persons." The undersigned hereby file this statement on Schedule 13D on behalf of the Filing Persons pursuant to Rule 13d-1(k)(1)-(2) under the Securities Exchange Act of 1934, as amended (the "Act"). The Filing Persons are making this single, joint filing to amend Amendment No. 1 to Schedule 13 D filed by the Filing Persons on March 7, 2003, which amended Schedule 13D filed by the Filing Persons on March 3, 2003.

(b) The business address of Mr. Mitchell and Dr. Stephens is County Line Industrial Park, Southampton, Pennsylvania 18966. The business address of Emerald is 1703 Oregon Pike, Suite 101, Lancaster, Pennsylvania 17601. The business address of EAM is 50 Midtown Park East, Mobile, Alabama 36606.

(c) Mr. Mitchell's principal occupation is Chief Executive Officer and Chairman of the Board of the Company. Dr. Stephens is a retired physician who was engaged in the practice of medicine for over 30 years and is currently a director of the Company. The principal business of Emerald is that of an Investment Adviser registered under Section 203 of the Investment Advisers Act of 1940. EAM is a limited liability company that was formed to own and manage its members' investment in the Company.

(d) During the last five years, none of the Filing Persons have been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

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(e) During the last five years, none of the Filing Persons have been a

party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which he or it was or is subject to 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.

(f) Each of Mr. Mitchell and Dr. Stephens is a citizen of the United States.

Item 3. Source and Amount of Funds or Other Consideration.

The Filing Persons are submitting this statement in connection with a Stockholders Voting Agreement which was entered into on of February 19, 2003 (the "Voting Agreement") and expired by its terms on April 24, 2003. There was no purchase of securities made by the Filing Persons in connection with the Voting Agreement. Accordingly, the requirements of this item are not applicable.

Item 4. Purpose of Transaction.

Pursuant to the rules of the American Stock Exchange, any time an issuer contemplates issuing securities that are exercisable or convertible into shares of its Common Stock equal to at least 20% of its issued and outstanding shares of Common Stock, any of which have an exercise price that is less than the greater of book value or the fair market value of the Common Stock, the issuer's shareholders must approve the issuance of such securities. As the Transaction (as defined in Item 6) obligates the Company to issue securities in excess of these limits, the Company must obtain its shareholders' approval of the Transaction. In connection with the closing of the Transaction, the Filing Persons entered into the Voting Agreement, whereby each of the Filing Persons agreed to vote all shares of Common Stock over which each such Filing Person had voting control in favor of the Transaction. The Filing Persons entered into the Voting Agreement because they believed that it was in the best interests of the Company for the Transaction to be consummated. On April 24, 2003, during a Special Meeting of the Company's shareholders called for such purpose, holders representing 99.5% of the votes cast at the meeting approved the Transaction. As a result, in accordance with its terms, the Voting Agreement expired on such date.

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Item 5. Interest in Securities of the Issuer.

(a) Mr. Mitchell beneficially owns 2,364,550 shares of Common Stock, which constitutes 33.04% of the Common Stock outstanding (based upon 7,157,239 shares of Common Stock issued and outstanding as of April 29, 2003, as reported by the Company's Chief Financial Officer).

Dr. Stephens beneficially owns 702,600 shares of Common Stock, which constitutes 9.8% of the Common Stock outstanding (based upon 7,157,239 shares of Common Stock issued and outstanding as of April 29, 2003, as reported by the Company's Chief Financial Officer).

Emerald beneficially owns 1,442,500 shares of Common Stock, which constitutes 20.15% of the Common Stock outstanding (based upon 7,157,239 shares of Common Stock issued and outstanding as of April 29, 2003, as reported by the Company's Chief Financial Officer).

EAM beneficially owns 1,117,520 shares of Common Stock, which constitutes 14.7% of the Common Stock outstanding (based upon 7,157,239 shares of Common Stock issued and outstanding as of April 29, 2003, as reported by the Company's Chief Financial Officer, plus 437,820 shares of Common Stock issuable upon exercise of warrants).

(b) Mr. Mitchell has the sole voting power and power to dispose of

1,469,198 shares of Common Stock.

Dr. Stephens has the sole voting power and sole power to dispose of 702,600 shares of Common Stock.

Emerald has sole voting power with respect to 869,360 shares of Common Stock and has sole dispositive power with respect to 1,442,500 shares of Common Stock.

EAM has sole voting power and sole dispositive power with respect to 972,520 shares of Common Stock, 437,820 shares of which are issuable upon exercise of its warrants. EAM shares dispositive power with respect to 17,000 shares of Common Stock with Allied Williams Co., Inc., a Delaware corporation whose business address is 50 Midtown Park East, Mobile, Alabama 36606. Allied Williams Co., Inc. is a holding company that owns and operates diversified services companies. EAM shares dispositive power with respect to 26,900 shares of Common Stock with Equity Management, LLC, an Alabama limited liability company whose business address is 50 Midtown Park East, Mobile, Alabama 36606. Equity Management, LLC, owns and manages various investments. EAM shares voting power and dispositive power with respect to 101,100 shares of Common Stock with T. Todd Martin, III. Mr. Martin is the manager of EAM. During the last five years, neither Allied Williams Co.,

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Inc. nor Equity Management, LLC have been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which it was or is subject to 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.

(c) In the past 60 days or since the most recent filing on Schedule 13D by such parties, the parties to this Agreement effected the following transactions:

On March 11, 2003, Emerald sold a total of 4,300 shares of Common Stock; from April 21, 2003 to April 30, 2003, Emerald sold an additional 3,900 shares of Common Stock; and from March 21, 2003 to April 23, 2003, Emerald purchased 7,500 shares of Common Stock, all as more fully described on Annex A, attached hereto and made a part hereof.

From April 17, 2003 to April 21, 2003, EAM purchased 34,700 shares of Common Stock and on March 18, 2003, T. Todd Martin, manager of EAM, purchased 3,800 shares of Common Stock, as more fully described on Annex B attached hereto and made a part hereof.

(d) N/A

(e) N/A

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

The Filing Persons are submitting this statement in connection with the expiration of the Voting Agreement that the Filing Persons entered into on February 19, 2003. A copy of the Voting Agreement is attached to this statement and is made a part hereof. Under the terms of the Voting Agreement, each Filing Person agreed to vote his or its shares of Common Stock in favor of the approval and adoption of a series of transactions pursuant to which the Company issued (i) a \$10,000,000 convertible subordinated secured promissory note and (ii) warrants to purchase an aggregate of 803,048 shares of Common Stock (subject to adjustment) (collectively, the "Transaction") at any meeting of the shareholders of the Company at which the Transaction is submitted to a vote of the Company's

shareholders.

In order to ensure such vote, each of the Filing Persons executed and delivered to Mr. Mitchell an irrevocable proxy granting Mr. Mitchell the right to vote all shares of Common Stock now owned or hereafter registered in the name of such parties, provided that, Emerald may

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transfer any of its shares of Common Stock prior to the termination of the Agreement and such transferred shares shall no longer be subject to the Agreement unless the transferee consents to applicability of the Agreement to such transferred shares. This Voting Agreement and the related proxies relate solely to the approval of the Transaction and are not effective with respect to any other matters presented to the shareholders of the Company for a vote. The Voting Agreement and the proxies remain in effect only until the earlier of (i) June 18, 2003 and (ii) the day immediately following the date of any meeting of the Company's shareholders at which the Transaction is approved by the Company's shareholders. On April 24, 2003, during a Special Meeting of the Company's shareholders called for such purpose, holders representing 99.5% of the votes cast at the meeting approved the Transaction. As a result, in accordance with its terms, the Voting Agreement expired on such date.

Item 7. Material to be Filed as Exhibits.

Attached hereto as Exhibit 99.1 is a copy of the Voting Agreement.

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SIGNATURE

After reasonable inquiry and to the best of their knowledge and belief, each of the parties set forth below certifies that the information set forth in this statement is true, complete and correct.

Date: May , 2003

William F. Mitchell

Pete L. Stephens, M.D.

EMERALD ADVISERS, INC.

By: _____
Ken Mertz, President

ETC Asset Management, LLC

By: _____
T. Todd Martin, III
Manager

ANNEX A

Name	Date of Transaction	Amount of Securities	Price Per Share	How Transaction Effected
Emerald Advisers, Inc.	3/11/03 Sell	145	\$ 5.80	AMEX
Emerald Advisers, Inc.	3/11/03 Sell	955	\$ 5.80	AMEX
Emerald Advisers, Inc.	3/11/03 Sell	550	\$ 5.80	AMEX
Emerald Advisers, Inc.	3/11/03 Sell	85	\$ 5.80	AMEX
Emerald Advisers, Inc.	3/11/03 Sell	300	\$ 5.80	AMEX
Emerald Advisers, Inc.	3/11/03 Sell	935	\$ 5.80	AMEX
Emerald Advisers, Inc.	3/11/03 Sell	1,330	\$ 5.80	AMEX
Emerald Advisers, Inc.	3/21/03 Buy	200	\$ 5.91	AMEX
Emerald Advisers, Inc.	3/28/03 Buy	200	\$ 5.86	AMEX
Emerald Advisers, Inc.	3/31/03 Buy	200	\$ 5.95	AMEX
Emerald Advisers, Inc.	4/01/03 Buy	400	\$ 5.81	AMEX
Emerald Advisers, Inc.	4/02/03 Buy	200	\$ 5.77	AMEX
Emerald Advisers, Inc.	4/03/03 Buy	500	\$ 5.73	AMEX
Emerald Advisers, Inc.	4/09/03 Buy	3,000	\$ 5.39	AMEX
Emerald Advisers, Inc.	4/10/03 Buy	1,700	\$ 5.27	AMEX
Emerald Advisers, Inc.	4/11/03 Sell	600	\$ 5.21	AMEX
Emerald Advisers, Inc.	4/21/03 Sell	935	\$ 5.64	AMEX
Emerald Advisers, Inc.	4/21/03 Sell	865	\$ 5.63	AMEX
Emerald Advisers, Inc.	4/22/03 Sell	1,600	\$ 5.79	AMEX
Emerald Advisers, Inc.	4/23/03 Buy	500	\$ 5.77	AMEX
Emerald Advisers, Inc.	4/30/03 Sell	500	\$ 5.82	AMEX

ANNEX B

Transactions in Last 60 Days

ETC Asset Management, LLC and T. Todd Martin, III (its manager) have purchased a total of 38,500 shares in the last 60 days as follows:

Purchaser	Date of Transaction	Amount of Securities Acquired	Price Per Share	How Transaction Effected
ETC Asset Management, LLC	4/21/03	1,800	\$5.45	AMEX
ETC Asset Management, LLC	4/21/03	13,200	\$5.60	AMEX

Purchaser	Date of Transaction	Amount of Securities Acquired	Price Per Share	How Transaction Effected
ETC Asset Management, LLC	4/17/03	3,100	\$5.00	AMEX
ETC Asset Management, LLC	4/17/03	1,900	\$5.00	AMEX
ETC Asset Management, LLC	4/17/03	1,000	\$5.01	AMEX
ETC Asset Management, LLC	4/17/03	1,200	\$5.03	AMEX
ETC Asset Management, LLC	4/17/03	1,200	\$5.04	AMEX
ETC Asset Management, LLC	4/17/03	1,200	\$5.05	AMEX
ETC Asset Management, LLC	4/17/03	1,200	\$5.06	AMEX
ETC Asset Management, LLC	4/17/03	1,300	\$5.07	AMEX

ETC Asset Management, LLC	4/17/03	2,500	\$5.01	AMEX
ETC Asset Management, LLC	4/17/03	1,400	\$5.04	AMEX
ETC Asset Management, LLC	4/17/03	1,400	\$5.05	AMEX
ETC Asset Management, LLC	4/17/03	2,300	\$5.07	AMEX

Purchaser	Date of Transaction	Amount of Securities Acquired	Price Per Share	How Transaction Effected
T. Todd Martin, III	3/18/03	1,500	\$5.75	AMEX
T. Todd Martin, III	3/18/03	1,000	\$5.90	AMEX
T. Todd Martin, III	3/18/03	500	\$5.85	AMEX
T. Todd Martin, III	3/18/03	400	\$5.74	AMEX
T. Todd Martin, III	3/18/03	400	\$5.73	AMEX

STOCKHOLDERS VOTING AGREEMENT

THIS STOCKHOLDERS VOTING AGREEMENT ("Agreement") is entered into as of February 19, 2003, by and among William F. Mitchell ("Mitchell"), Pete L. Stephens, M.D. ("Stephens"), Emerald Advisers, Inc. ("Emerald") and ETC Asset Management, LLC ("ETC," and together with Mitchell, Stephens and Emerald, collectively, the "Stockholders"), and H.F. Lenfest ("Lenfest").

BACKGROUND

A. ENVIRONMENTAL TECTONICS CORPORATION, a Pennsylvania corporation (the "Corporation"), has conducted negotiations with PNC Bank, National Association ("PNC"), with respect to the Corporation's request that PNC establish a credit facility in the maximum, aggregate principal amount of \$19,800,000, including (i) a revolving credit facility in the maximum, aggregate principal amount of \$12,000,000 to be used for the Corporation's working capital purposes, repayment of debt of the Corporation existing on the date hereof and general corporate purposes directly related to the growth of the business, (ii) a cash collateralized line of credit facility in the aggregate amount of \$2,800,000 for the issuance of standby and trade letters of credit, and (iii) a standby letter of credit not to exceed \$5,100,000 to secure outstanding variable rate revenue bonds issued by the Corporation pursuant to a Trust Indenture, dated as of March 15, 2000 between the Corporation and Wachovia Bank, National Association, formerly known as First Union National Bank, as Trustee, all in accordance with the terms of a Credit Agreement to be entered into between the Corporation and PNC (the "Credit Agreement").

B. As a condition to closing the transaction contemplated by the Credit Agreement, PNC is requiring the Corporation to procure subordinated financing in an amount not less than \$10,000,000.

C. The Corporation has conducted negotiations with Lenfest with respect to the Corporation's request to establish subordinated financing in the principal amount of \$10,000,000 to be used for the Corporation's working capital purposes, repayment of debt of the Corporation existing on the date hereof and general corporate purposes directly related to the growth of the business (the "Subordinated Financing").

D. The terms and conditions of the Subordinated Financing have been agreed upon and incorporated in a draft of the proposed Convertible Note and Warrant Purchase Agreement to be entered into between the Corporation and Lenfest (the "Purchase Agreement"), including provision for the Corporation's tender of a 10% senior subordinated convertible note payable to Lenfest, in the principal amount of Ten Million and No/100 Dollars (\$10,000,000), which is convertible into shares of the Corporation's Common Stock, par value \$.05 per share, of the Corporation (the "Common Stock") representing in excess of 18% of the issued and outstanding shares of the Common Stock (the "Convertible Note").

E. In connection with the Subordinated Financing, the Corporation is issuing to Lenfest warrants (the "Warrants") to purchase up to 10% of the issued and outstanding shares of the Common Stock, on a fully-diluted basis, at an exercise price per share determined on the date of exercise (the Subordinated Financing, including the issuance of the Convertible Note and the Warrants in connection therewith, shall be referred to hereinafter as the "Transaction").

F. Pursuant to the rules of the American Stock Exchange, stockholders owning a majority of the issued and outstanding shares of voting stock of the

Corporation must approve any transaction in which the Corporation issues shares of, or securities convertible or exercisable into shares of, Common Stock representing 20% or more of the presently issued and outstanding Common Stock for less than the greater of book or market value of the Common Stock.

G. As of the date hereof, each of the Stockholders is the record holder and beneficial owner (as defined in Rule 13d-3 under the Securities Act of 1934, as amended) and/or has voting power with respect to such number of shares of Common Stock indicated next to his or its signature on the final page of this Agreement (the "Shares").

H. In the aggregate, the Stockholders own a majority of the issued and outstanding shares of Common Stock and have agreed to vote their Shares in favor of the consummation of the Transaction.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties, intending to be legally bound, hereby agree as follows:

1. AGREEMENT TO VOTE SHARES. From and after the date of this Agreement and ending on the Expiration Date (as defined in Section 5 c. below), each Stockholder agrees that, at any meeting of the stockholders of the Corporation, however called (the "Meeting"), he or it shall vote all of his or its respective Shares (a) in favor of the Transaction and (b) against any action or agreement that would result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Corporation made in connection with the Transaction.

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2. GRANT OF IRREVOCABLE PROXY. In order to ensure the voting of the Stockholders in accordance with Section 1 of this Agreement, upon execution of this Agreement by all parties, each Stockholder shall execute and deliver to Mitchell an irrevocable proxy, in the form of Exhibit A hereto, granting to Mitchell the right to vote in respect of all Shares now owned or hereafter registered in the name of such Stockholder. It is understood and agreed that such irrevocable proxy shall relate solely to voting in favor of the Transaction or against any action or agreement that would result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Corporation made in connection with the Transaction and shall not constitute the grant of any rights to said proxy to vote as to any other matters.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS. Each of the Stockholders hereby represents, warrants and covenants to Lenfest that he or it: (a) has full power to enter into this Agreement, (b) has not, prior to the date of this Agreement, granted and is not a party to, any proxy, voting trust or other agreement which is inconsistent with or conflicts with the provisions of this Agreement, and such party shall not grant any proxy or become party to any voting trust or other agreement which is inconsistent with or conflicts with the provisions of this Agreement, (c) upon completion of the Transaction will own, directly or beneficially, at least the number of Shares set forth opposite such party's name on Exhibit B hereto, and (d) will not take any action inconsistent with the intent and provisions of this Agreement, including, without limitation, the transfer, sale or other disposition of any Shares prior to the Expiration Date, in each case, unless the proposed transferee agrees to execute a copy of this Agreement and become bound by the terms hereof, and any attempted transfer, sale or disposition without executing a copy of this Agreement shall be null and void, provided, however, that this Section 3(d) shall not apply to Emerald.

4. ENFORCEABILITY. Each Stockholder expressly agrees that this Agreement shall be specifically enforceable against him or it in any court of competent jurisdiction in accordance with its terms.

5. GENERAL PROVISIONS.

a. All of the covenants and agreements contained in this Agreement shall be binding upon, and enure to the benefit solely of, the parties

and their respective successors, assigns, heirs, executors, administrators and other legal representatives, as the case may be, and nothing in this Agreement,

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express or implied, is intended to or shall confer upon any other person or entity any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

b. This Agreement may be executed by facsimile transmission and in one or more counterparts, each of which will be deemed an original but all of which together shall constitute one and the same instrument.

c. The terms of Sections 1 and 3, and the proxies delivered pursuant to Section 2 of this Agreement shall remain in effect until the earlier of (i) June 18, 2003; and (ii) the day immediately following the date of the Meeting or the date the Transaction is otherwise approved by a majority of the stockholders of the Corporation (the "Expiration Date").

d. If any provision of this Agreement shall be declared void or unenforceable by any court or administrative board of competent jurisdiction, such provision shall be deemed to have been severed from the remainder of the Agreement and this Agreement shall continue in all respects to be valid and enforceable.

e. No waivers of any breach of this Agreement extended by any party hereto to any other party shall be construed as a waiver of any rights or remedies of any other party hereto or with respect to any subsequent breach.

f. Whenever the context of this Agreement shall so require, the use of the singular number shall include the plural and the use of any gender shall include all genders.

g. This Agreement may not be modified, amended, altered or supplemented without the written agreement of each of the parties hereto.

h. From time to time, at the request of either Lenfest or the Corporation and without further consideration, the Stockholders shall execute and deliver such additional documents and take all such further action as may be reasonably necessary to consummate and make effective the transaction contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, each Stockholder has caused this Agreement to be duly executed as of the date first above written.

STOCKHOLDERS:

/s/ William F. Mitchell

William F. Mitchell

/s/ Pete L. Stephens, M.D.

Pete L. Stephens, M.D.

Emerald Advisers, Inc.

By: /s/ Ken Mertz

Name: Ken Mertz
Title: President

ETC Asset Management, LLC

By: /s/ T. Todd Martin, III

Name: T. Todd Martin, III
Title: Manager

IN WITNESS WHEREOF, Lenfest has caused this Agreement to be duly executed as of the date first above written.

/s/ H.F. Lenfest

H.F. Lenfest

EXHIBIT A

IRREVOCABLE PROXY

The undersigned agrees to, and hereby grants William F. Mitchell ("Mitchell") an irrevocable proxy pursuant to the provisions of the Pennsylvania Business Corporation Law to vote, or to execute and deliver written consents or otherwise act with respect to, all shares of capital stock of Environmental Tectonics Corporation, a Pennsylvania corporation (the "Corporation"), now owned or hereafter acquired by the undersigned (collectively, the "Shares") as fully, to the same extent and with the same effect as the undersigned might or could do under any applicable laws or regulations governing the rights and powers of

stockholders of a Pennsylvania corporation, as provided in Section 1 of that certain Stockholders Voting Agreement, dated as of February 19, 2003 (the "Stockholders Voting Agreement"), among Mitchell, Pete L. Stephens, M.D., Emerald Advisers, Inc., ETC Asset Management, LLC and H.F. Lenfest. The undersigned hereby affirms that this irrevocable proxy is given as a condition of the Stockholders Voting Agreement and, as such, is coupled with an interest and is irrevocable. It is further understood by the undersigned that this irrevocable proxy may be exercised by Mitchell for the period beginning the date hereof and ending on the earlier of (i) June 18, 2003; and (ii) the day immediately following the date of (A) any meeting of the stockholders of the Corporation at which the stockholders of the Corporation vote to approve the Transaction (as defined in the Stockholders Voting Agreement) or (B) the date on which the Transaction is otherwise approved by a majority of the stockholders of the Corporation.

THIS PROXY SHALL REMAIN IN FULL FORCE AND EFFECT AND BE ENFORCEABLE AGAINST ANY DONEE, TRANSFEREE OR ASSIGNEE OF THE SHARES.

Dated as of February 19, 2003

/s/

[Name]
Stockholder

IRREVOCABLE PROXY

The undersigned agrees to, and hereby grants William F. Mitchell ("Mitchell") an irrevocable proxy pursuant to the provisions of the Pennsylvania Business Corporation Law to vote, or to execute and deliver written consents or otherwise act with respect to, all shares of capital stock of Environmental Tectonics Corporation, a Pennsylvania corporation (the "Corporation"), now owned or hereafter acquired by the undersigned (collectively, the "Shares") as fully, to the same extent and with the same effect as the undersigned might or could do under any applicable laws or regulations governing the rights and powers of stockholders of a Pennsylvania corporation, as provided in Section 1 of that certain Stockholders Voting Agreement, dated as of February 19, 2003 (the "Stockholders Voting Agreement"), among Mitchell, Pete L. Stephens, M.D., Emerald Advisers, Inc., ETC Asset Management, LLC and H.F. Lenfest. The undersigned hereby affirms that this irrevocable proxy is given as a condition of the Stockholders Voting Agreement and, as such, is coupled with an interest and is irrevocable. It is further understood by the undersigned that this irrevocable proxy may be exercised by Mitchell for the period beginning the date hereof and ending on the earlier of: (i) June 18, 2003; and (ii) the day immediately following the date of (A) any meeting of the stockholders of the Corporation at which the stockholders of the Corporation vote to approve the Transaction (as described in the Stockholders Voting Agreement) or (B) the date on which the Transaction is otherwise approved by a majority of the stockholders of the Corporation.

THIS PROXY SHALL REMAIN IN FULL FORCE AND EFFECT AND BE ENFORCEABLE AGAINST ANY DONEE, TRANSFEREE OR ASSIGNEE OF THE SHARES.

Dated as of February 19, 2003

/s/ William F. Mitchell

William F. Mitchell

IRREVOCABLE PROXY

The undersigned agrees to, and hereby grants William F. Mitchell ("Mitchell") an irrevocable proxy pursuant to the provisions of the Pennsylvania Business Corporation Law to vote, or to execute and deliver written consents or otherwise act with respect to, all shares of capital stock of Environmental Tectonics Corporation, a Pennsylvania corporation (the "Corporation"), now owned or hereafter acquired by the undersigned (collectively, the "Shares") as fully, to the same extent and with the same effect as the undersigned might or could do under any applicable laws or regulations governing the rights and powers of stockholders of a Pennsylvania corporation, as provided in Section 1 of that certain Stockholders Voting Agreement, dated as of February 19, 2003 (the "Stockholders Voting Agreement"), among Mitchell, Pete L. Stephens, M.D., Emerald Advisers, Inc., ETC Asset Management, LLC and H.F. Lenfest. The undersigned hereby affirms that this irrevocable proxy is given as a condition of the Stockholders Voting Agreement and, as such, is coupled with an interest and is irrevocable. It is further understood by the undersigned that this irrevocable proxy may be exercised by Mitchell for the period beginning the date hereof and ending on the earlier of: (i) June 18, 2003; and (ii) the day immediately following the date of (A) any meeting of the stockholders of the Corporation at which the stockholders of the Corporation vote to approve the Transaction (as defined in the Stockholders Voting Agreement) or (B) the date on which the Transaction is otherwise approved by a majority of the stockholders of the Corporation.

THIS PROXY SHALL REMAIN IN FULL FORCE AND EFFECT AND BE ENFORCEABLE AGAINST ANY DONEE, TRANSFEREE OR ASSIGNEE OF THE SHARES.

Dated as of February 19, 2003

/s/ Pete L. Stephens, M.D.

Pete L. Stephens, M.D.

IRREVOCABLE PROXY

The undersigned agrees to, and hereby grants William F. Mitchell ("Mitchell") an irrevocable proxy pursuant to the provisions of the Pennsylvania Business Corporation Law to vote, or to execute and deliver written consents or otherwise act with respect to, all shares of capital stock of Environmental Tectonics Corporation, a Pennsylvania corporation (the "Corporation"), now owned or hereafter acquired by the undersigned (collectively, the "Shares") as fully, to the same extent and with the same effect as the undersigned might or could do under any applicable laws or regulations governing the rights and powers of stockholders of a Pennsylvania corporation, as provided in Section 1 of that certain Stockholders Voting Agreement, dated as of February 19, 2003 (the "Stockholders Voting Agreement"), among Mitchell, Pete L. Stephens, M.D., Emerald Advisers, Inc., ETC Asset Management, LLC and H.F. Lenfest. The undersigned hereby affirms that this irrevocable proxy is given as a condition of the Stockholders Voting Agreement and, as such, is coupled with an interest and is irrevocable. It is further understood by the undersigned that this irrevocable proxy may be exercised by Mitchell for the period beginning the date hereof and ending on the earlier of: (i) June 18, 2003; and (ii) the day immediately following the date of (A) any meeting of the stockholders of the Corporation at which the stockholders of the Corporation vote to approve the Transaction (as defined in the Stockholders Voting Agreement) or (B) the date on which the Transaction is otherwise approved by a majority of the stockholders of the Corporation.

THIS PROXY SHALL REMAIN IN FULL FORCE AND EFFECT AND BE ENFORCEABLE AGAINST ANY DONEE, TRANSFEREE OR ASSIGNEE OF THE SHARES.

Dated as of February 19, 2003

Emerald Advisers, Inc.

By: /s/ Ken Mertz

Name: Ken Mertz
Title: President

IRREVOCABLE PROXY

The undersigned agrees to, and hereby grants William F. Mitchell ("Mitchell") an irrevocable proxy pursuant to the provisions of the Pennsylvania Business Corporation Law to vote, or to execute and deliver written consents or otherwise act with respect to, all shares of capital stock of Environmental Tectonics Corporation, a Pennsylvania corporation (the "Corporation"), now owned or hereafter acquired by the undersigned (collectively, the "Shares") as fully, to the same extent and with the same effect as the undersigned might or could do under any applicable laws or regulations governing the rights and powers of stockholders of a Pennsylvania corporation, as provided in Section 1 of that certain Stockholders Voting Agreement, dated as of February 19, 2003 (the "Stockholders Voting Agreement"), among Mitchell, Pete L. Stephens, M.D., Emerald Advisers, Inc., ETC Asset Management, LLC and H.F. Lenfest. The undersigned hereby affirms that this irrevocable proxy is given as a condition of the Stockholders Voting Agreement and, as such, is coupled with an interest and is irrevocable. It is further understood by the undersigned that this irrevocable proxy may be exercised by Mitchell for the period beginning the date hereof and ending on the earlier of: (i) June 18, 2003; and (ii) the day immediately following the date of (A) any meeting of the stockholders of the Corporation at which the stockholders of the Corporation vote to approve the Transaction (as defined in the Stockholders Voting Agreement) or (B) the date on which the Transaction is otherwise approved by a majority of the stockholders of the Corporation.

THIS PROXY SHALL REMAIN IN FULL FORCE AND EFFECT AND BE ENFORCEABLE AGAINST ANY DONEE, TRANSFEREE OR ASSIGNEE OF THE SHARES.

Dated as of February 19, 2003

ETC Asset Management, LLC

By: /s/ T. Todd Martin, III

Name: T. Todd Martin, III
Title: Manager

EXHIBIT B

Stockholder -----	Shares -----
William F. Mitchell	1,624,398
Pete L. Stephens, M.D.	682,600
Emerald Advisers, Inc.	865,550
ETC Asset Management, LLC	641,200