

SECURITIES AND EXCHANGE COMMISSION

FORM S-8

Initial registration statement for securities to be offered to employees pursuant to employee benefit plans

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FILER

RETROSPETTIVA INC

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SIC: **2330** Women's, misses', and juniors outerwear

Business Address
8825 WEST OLYMPIC BLVD
BEVERLY HILLS CA 90211

As filed with the Securities and Exchange Commission on January 9, 1998.

Registration No. 333-_____

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

RETROSPETTIVA, INC.

(Exact name of Registrant as specified in its charter)

CALIFORNIA
(State or other jurisdiction
of incorporation or organization)

94-4298051
(I.R.S. Employer
Identification No.)

8825 WEST OLYMPIC BLVD., BEVERLY HILLS, CA 90211
(Address of principal executive offices) (Zip Code)

1996 STOCK OPTION PLAN
(Full title of the plan)

MICHAEL D. SILBERMAN, CHIEF FINANCIAL OFFICER
8825 WEST OLYMPIC BLVD.
BEVERLY HILLS, CA 90211
(310) 657-1745
(Name, address, including zip code,
and telephone number, including area code, of agent for service)

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

Exhibit Index Begins at Page II-6

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price Per Security(2)	Proposed Maximum Aggregate Offering Price(2)	Amount of Registration Fee
Common Stock, no par value	1,786,930 Shares	\$ 6.00	\$10,721,580	\$3249.

(1) This Registration Statement, pursuant to Rule 416, covers any additional shares of no par value Common Stock ("shares") which become issuable under the 1996 Employee Stock Plan ("Plan") set forth herein by reason of any stock dividend, stock split, recapitalization or any other similar transaction without receipt of consideration which results in an increase in the number of shares outstanding.

(2) Estimated solely for the purpose of computing the amount of the Registration fee under Rule 457 of the Securities Act of 1933, as amended. A total of 1,786,930 shares are issuable under the Plan at an offering price per share based upon the closing price of the Common Stock on the NASDAQ National Market on January 6, 1998 of \$6.00 per share.

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RETROSPETTIVA, INC.

PART I

Cross Reference Sheet Required by Item 501

ITEM IN FORM S-8 -----	CAPTION IN PROSPECTUS -----
1. General Plan Information	Cover Page; Issuer and Participating Employees; Description of the Plan; Tax Consequences
2. Registrant Information and Employee Plan Annual Information	Available Information
3. Incorporation of Documents by Reference	Incorporation of Documents by Reference
4. Description of Securities	Description of Common Stock
5. Interests of Named Experts and Counsel	Counsel

- | | | |
|----|--|--|
| 6. | Indemnification of
Directors and Officers | SEC Position Regarding Indemnification |
| 7. | Exemption from Registration
Claimed | Not Applicable |
| 8. | Exhibits | Not Applicable (See Part II, Item 8) |
| 9. | Undertakings | Not Applicable (See Part II, Item 9) |

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Pursuant to the requirements of the Note to Part I of Form S-8 and Rule 428(b)(1) of the Rules under the Securities Act of 1933, as amended, the information required by Part I of Form S-8 is included in the Reoffer Prospectus which follows. The Reoffer Prospectus together with the documents incorporated by reference pursuant to Item 3 of Part II of this Registration Statement constitute the Section 10(a) Prospectus.

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REOFFER PROSPECTUS

The material which follows, up to but not including the page beginning Part II of this Registration Statement, constitutes a prospectus, prepared on Form S-3, in accordance with General Instruction C to Form S-8, to be used in connection with resales of securities acquired under the Registrant's 1996 Employee Stock Plan by directors of the Registrant, as defined in Rule 405 under the Securities Act of 1933, as amended.

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1,786,930 SHARES
COMMON STOCK

RETROSPETTIVA, INC.

1996 STOCK OPTION PLAN

This Reoffer Prospectus ("Prospectus") relates to the offering by Retrospettiva, Inc. (the "Company") and the Company's employees, officers, directors and consultants of up to 1,786,930 shares (subject to adjustment in certain circumstances) of the Company's no par value Common Stock (the "Common Stock" or "shares"), purchasable by such employees, officers, directors and consultants pursuant to Common Stock options ("options") under the Company's

1996 Stock Option Plan (the "Plan"). As of the date hereof 1,701,633 options issued under the Plan are outstanding.

This Prospectus will be used by non-affiliates of the Company as well as persons who are "affiliates" (as that term is defined under the Securities Act of 1933) to effect resales of the shares. See "Selling Stockholders." The Company will receive no part of the proceeds of any such sales although it will receive the exercise price of the options.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION NOR HAS THE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

No person is authorized to give any information or to make any representation not contained in this Prospectus in connection with the offer made hereby, and, if given or made, such information or representation must not be relied upon as having been authorized by the Company. The delivery of this Prospectus at any time does not imply that the information herein is correct as of the time subsequent to the date hereof.

The date of this Prospectus is January 9, 1998.

AVAILABLE INFORMATION

The Company is subject to the informational requirements of the Securities Exchange Act of 1934, as amended, including Sections 14(a) and 14(c) relating to proxy and information statements, and in accordance therewith files reports and other information with the Securities and Exchange Commission ("Commission"). Reports and other information filed by the Company can be inspected and copied at the public reference facilities maintained by the Commission at 450 Fifth Street N.W., Washington, D.C. 20549; 500 West Madison Street, Suite 1400, Chicago, Illinois 60661; 7 World Trade Center, New York, New York 10048; and 5670 Wilshire Boulevard, Los Angeles, California 90036. Copies of such material can be obtained from the Public Reference Section of the Commission, 450 Fifth Street N.W., Washington, D.C. 20549 at prescribed rates. The Company's Common Stock is traded on the NASDAQ National Market under the symbol "RTRO." Reports, proxy and information statements may also be inspected at the NASDAQ National Market offices, 1735 K Street Northwest, Washington, D.C. 20006.

The Company furnishes annual reports to its shareholders which include audited financial statements. The Company may furnish such other reports as may be authorized, from time to time, by its Board of Directors.

Certain documents have been incorporated by reference into this Prospectus, either in whole or in part. The Company will provide without charge (i) to each person to whom a Prospectus is delivered, upon written or oral request of such person, a copy of any and all of the information that has been incorporated by reference (not including exhibits to the information unless such exhibits are specifically incorporated by reference into the information), and (ii) documents and information required to be delivered to the Company's directors pursuant to Rule 428(b). Requests for such information shall be addressed to the Company at 8825 West Olympic Blvd., Beverly Hills, CA 90211, (310) 657-1745.

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INTRODUCTION

The Company contracts for the manufacture of a variety of garments, primarily basic women's activewear, sportswear and businesswear which include skirts, blouses, blazers, pants, shorts, vests and dresses, using assorted fabrics including rayons, linens, cotton and wool. The Company offers such garments to customers under its own label, "Magellan" and "Retrospektiva" and under private labels selected by its customers and markets its products exclusively in the United States to (i) large wholesalers such as Giorgio Sant'

Angelo, Jeans Collectibles, V.S. Sport, Positive Influence, David N., Synari and Wild Life (ii) national retailers including department stores such as Dayton Hudson, J.C. Penney, Casual Corner and Newton's, and (iii) women's chain clothing stores such as Marshalls, TJ Maxx, Chadwicks, Hit or Miss, Fred Mayer and Cato.

Substantially all of the Company's garments are sold on a "package" basis pursuant to which the Company markets at fixed prices finished garments to the customer's specifications and quantity requirements, arranges for production of the garments and delivers the garments directly to the customer at the port of entry. In its marketing, the Company emphasizes these package arrangements and what it believes to be the better quality and lower prices of garments produced by skilled Macedonian workers as compared to lower paid workers in certain other regions.

As a package provider, the Company sources and purchases fabrics and trims, arranges for cutting and sewing, and coordinates any other services required to provide a completed garment. Since the Company manufactures its finished products only upon receipt of purchase orders from its wholesale and retail customers, and therefore does not maintain an inventory of finished products, the Company believes that it minimizes the marketing and fashion risk generally associated with the apparel industry. Fabrics and trims are purchased from suppliers in China, India, Russia, Romania, Italy and the United States. After dying the fabric, if necessary, the fabric and trim are shipped to factories selected by the Company (located in Macedonia) where they are manufactured into completed garments under the Company's management and quality control guidance.

The apparel industry is highly competitive and consists of numerous manufacturers, importers, and distributors. Many of the Company's competitors are significantly larger, more diversified and have significantly greater financial, distribution, marketing, name recognition and other resources than the Company. The Company believes it has certain competitive advantages resulting from its relationship with Macedonian manufacturers including (i) the availability in Macedonian factories of highly skilled workers at relatively lower costs in more economically developed regions, (ii) a lack of quotas and lower tariffs in the importation into the United States of finished goods from Macedonia, and (iii) lower shipping costs and faster garment delivery as a result of the closer geographical proximity to the United States of the Company's Macedonian contract manufacturers compared to manufacturers in the Pacific Rim nations.

The Company was organized in November 1990 initially to manufacture and import textile products from Italy including finished garments and fabrics. By 1993, the Company was purchasing

fabrics from firms and factories around the world and contracting for the manufacture of finished garments in Macedonia for importation into the United States.

The Company's executive offices are located at 8825 West Olympic Blvd.,

Beverly Hills, California 90211, and its telephone number is (310) 657-1745.

SELLING STOCKHOLDERS

This Prospectus covers possible sales by officers and directors of the Company of shares they acquire through exercise of options granted under the Plan. The names of such officers and directors who may be Selling Stockholders from time to time are listed below, along with the number of shares of Common Stock currently owned by them and the number of shares offered for sale hereby. The number of shares offered for sale by such individuals may be updated in supplements to this Prospectus, which will be filed with the Securities and Exchange Commission in accordance with Rule 424(b) under the Securities Act of 1933, as amended. The address of each individual is in care of the Company at 8825 West Olympic Blvd., Beverly Hills, California 90211, and its telephone number is (310) 657-1745.

Name of Selling Stockholder	Shareholdings		Number of Shares Offered For Sale(2)
	Number(1) (2)	Percent(1)	
-----	-----	-----	-----
Borivoje Vukadinovic	2,354,051	55.3	1,358,070
Michael D. Silberman	194,735	6.4	119,128
Ivan Zogovic	66,712	2.4	66,712
Mojgan Keywanfar	66,712	2.4	66,712
S. William Yost	23,826	*	23,826
Donald E. Tormey	23,826	*	23,826
Philip E. Graham	23,826	*	23,826

* Less than 1%.

(1) Includes all stock options exercisable within 60 days from the date hereof, including stock options issued under the Plan.

(2) The Company's officers, directors and 5% or greater shareholders (holding an aggregate of 1,101,991 shares) have entered into a lock-up agreement with the Representatives of the Underwriters of the Company's initial public offering pursuant to which they have agreed not to sell or otherwise dispose of any of their shares of Common Stock (including shares issuable upon exercise of stock options) until September 13, 1999 without the prior written consent of the Representatives; provided, however, that 50% of such shares (550,996 shares) may be sold after September 23, 1998 if the Company

reports at least \$1,000,000 of after tax net income for the year ending December 31, 1997. These lock-up agreements do not apply to 75,000 shares registered by the Company in September 1997. In addition, the holders of an additional 573,009 shares acquired in a prior private placement of the Company's securities have agreed not to sell or otherwise dispose of their shares without prior written consent of such Representatives until September 23, 1998.

METHOD OF SALE

Sales of the shares offered by this Prospectus will be made on the NASDAQ National Market, where the Company's Common Stock is listed for trading, in other markets where the Company's Common Stock may be traded or in negotiated transactions. Sales will be at prices current when the sales take place and will generally involve payment of customary brokers' commissions. There is no present plan of distribution.

SEC POSITION REGARDING INDEMNIFICATION

The Company's Article of Incorporation and Bylaws provide for indemnification of officers and directors, among other things, in instances in which they acted in good faith and in a manner they reasonably believed to be in, or not opposed to, the best interests of the Company and in which, with respect to criminal proceedings, they had no reasonable cause to believe their conduct was unlawful.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended, may be permitted to directors, officers or persons controlling the Company under the provisions described above, the Company has been informed that in the opinion of the Securities and Exchange Commission that indemnification is against public policy as expressed in that Act and is therefore unenforceable.

DESCRIPTION OF THE PLAN

In May 1996 the Company's Board of Directors approved the Plan for the benefit of employees, officers, directors and consultants of the Company. The Company believes that the Plan provides an incentive to individuals to act as employees, officers, directors and consultants of the Company and to maintain a continued interest in the operations and future of the Company. All options were issued under Section 422A of the Internal Revenue Code, and include qualified and non-qualified stock options.

The terms of the Plan provide that the Company is authorized to grant options to purchase shares of Common Stock ("options" or "option shares") to employees, officers, directors and consultants of the Company upon the majority consent of the Compensation Committee of the Company's Board of Directors. Any employee, officer, director or consultant of the Company is eligible to receive options under the Plan. The option price to be paid by optionees for shares under qualified stock options must not be less than the fair market value of the

options shares as reported by the NASDAQ National Market on the date of the grant. The option price for nonqualified stock options will not be less than 85% of such fair market value. Options must be exercised within 10 years following the date of grant (or sooner at the discretion of the Compensation Committee), and the optionee must exercise options during service to the Company or within three months of termination of such service (12 months in the event of death on disability). The Compensation Committee may extend the termination date of an option granted under the Plan.

A total of 1,786,930 shares of the Company's authorized but unissued Common Stock have been reserved for issuance pursuant to the Plan of which 1,701,633 options are currently outstanding at exercise prices ranging from \$.63 to \$6.25 per share. In the event of a change in control of the Company (as defined in the Plan), all outstanding options become immediately exercisable.

Options under the Plan may not be transferred, except by will or by the laws of intestate succession. The number of shares and price per share of the options under the Plan will be proportionately adjusted to reflect forward and reverse stock splits. The holder of an option under the Plan has none of the rights of a shareholder until shares are issued.

The Plan is administered by the Compensation Committee (consisting of not less than two disinterested directors) which has the power to interpret the Plan, determine which persons are to be granted options and the amount of such options. The provisions of the Federal Employee Retirement Income Security Act of 1974 do not apply to the Plan. Shares issuable upon exercise of options will not be purchased in open market transactions but will be issued by the Company from authorized shares. Payment for shares must be made by optionees in cash from their own funds. No payroll deductions or other installment plans have been established. No reports will be made to optionees under the Plan except in the form of updated information for the Prospectus. There are no assets administered under the Plan, and, accordingly, no investment information is furnished herewith.

Shares issuable under the Plan may be sold in the open market, without restrictions, as free trading securities. No options may be assigned, transferred, hypothecated or pledged by the option holder. No person may create a lien on any securities under the Plan, except by operation of law. However, there are no restrictions on the resale of the shares underlying the options.

The Plan will remain in effect until May, 2006 but may be terminated or extended by the Company's Board of Directors. Additional information concerning the Plan and its administrators may be obtained from the Company at the address and telephone number indicated under "Incorporation by Reference" above.

APPLICABLE SECURITIES LAW RESTRICTIONS

If the optionee is deemed to be an "affiliate" (as that term is defined under the Securities Act of 1933, as amended), the resale of the shares purchased upon exercise of options covered hereby will be subject to certain

restrictions and requirements. The Company's legal counsel may be called upon to discuss these applicable restrictions and requirements with any optionee who may be deemed to be an affiliate, prior to exercising an option.

In addition to the requirements imposed by the Securities Act of 1933, the antifraud provisions of the Securities Exchange Act of 1934 and the rules thereunder (including Rule 10b-5) are applicable to any sale of shares acquired pursuant to options.

Up to 1,786,930 shares may be issued under the Plan. The Company has authorized 15,000,000 shares of Common Stock, of which 2,900,000 shares were outstanding as of December 31, 1997. Common shares outstanding and those to be issued upon exercise of options are fully paid and nonassessable, and each share of stock is entitled to one vote at all shareholders' meetings. All shares are equal to each other with respect to lien rights, liquidation rights and dividend rights. There are no preemptive rights to purchase additional shares by virtue of the fact that a person is a shareholder of the Company. Shareholders do not have the right to cumulate their votes for the election of directors.

Directors must comply with certain reporting requirements and resale restrictions pursuant to Sections 16(a) and 16(b) of the Securities Exchange Act of 1934 and the rules thereunder upon the receipt or disposition of any options.

TAX CONSEQUENCES

If an option is exercised and if the optionee does not dispose of the shares acquired pursuant to the exercise within two years of the date of the granting of the option nor within one year from the transfer of the shares pursuant to exercise of the options, then there will not be any federal income tax consequences to the Company from either the exercise of the option or the receipt of the proceeds with respect to the exercise of the option. In such circumstances, the optionee would not be required to recognize any taxable income upon the exercise of the option.

Furthermore, the sale of the shares received pursuant to the exercise of the option would result in long-term capital gain or long-term capital loss to the optionee based on the difference between the amount received with respect to such sale and the amount paid upon the exercise of the option.

If an optionee exercised an option and sold the shares acquired pursuant to such exercise either within two years from the date of the granting of the option or within one year from the date of the transfer of such shares to him pursuant to his exercise of the option, then in general the Company would be entitled to a deduction for federal income tax purposes equal to lessor of: (i) the

fair market value of the stock on the date of exercise over the option price of the stock; or (ii) the amount realized on disposition over the adjusted basis of the stock. The optionee would recognize income equal to the amount of the Company's deduction. The Company's deduction would be allowed, and

the optionee's income would be taxable, in the year the optionee disposed of the shares. However, if the disposition occurs within two years of the date of the grant and the disposition is a sale or exchange with respect to which a loss, if sustained, would be recognized (generally any disposition other than to a related party), then the optionee's income and the Company's deduction would not exceed the excess (if any) of the amount realized on such sale or exchange over the adjusted basis of such shares. The Company expects that optionees will be required to exercise their options within five years from the date of grant although optionees may hold the shares issuable upon exercise of the options indefinitely.

For options exercised after 1987, an individual generally must include in alternative minimum taxable income the amount by which the option price paid is exceeded by the fair market value at the time the individual's rights to the shares are freely transferable or are not subject to a substantial risk of forfeiture. The alternative minimum tax is payable only if the alternative minimum tax exceeds the regular income tax liability.

The provision of Section 401(a) of the Code, relating to "qualified" pension, profit sharing and stock bonus plans, do not apply to the options or underlying shares covered hereby.

LEGAL MATTERS

The validity of the shares of Common Stock offered hereby will be passed on for the Company by Gary A. Agron, 5445 DTC Parkway, Suite 520, Englewood, Colorado 80111.

EXPERTS

The financial statements of the Company incorporated by reference to the Company's definitive Prospectus dated September 23, 1997 for the years ended December 31, 1996 and 1995, were audited by AJ. Robbins, P.C., independent public accountants, as indicated in their report with respect thereto, and are incorporated herein by reference.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE

The Registrant hereby incorporates by reference in this Registration Statement the following documents previously filed with the Securities and Exchange Commission:

- (a) The Registrant's definitive Prospectus dated September 23, 1997, included in the Registrant's Registration Statement on Form SB-2, file no. 333-29295 under the Securities Act of 1933 (the "Act"), which includes the

Registrant's audited financial statements for the years ended December 31, 1996 and 1995.

(b) The Registrant's Quarterly Report on Form 10-QSB for the quarters ended September 30, 1997, filed pursuant to Section 13(a) of the Securities Exchange Act of 1934; and

(c) The description of the Registrant's Common Stock contained in the Registrant's Registration Statement on Form SB-2 under the Act (file no. 333-29295), including any amendments or reports filed for the purpose of updating such description.

(d) All other reports and subsequent reports filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934.

All reports and definitive proxy or information statements filed by the Registrant pursuant to Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 after the date of this Registration Statement and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold at the time of such amendment will be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

ITEM 4. DESCRIPTION OF SECURITIES.

Not applicable.

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ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

Not applicable.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The Registrant's Articles of Incorporation provide that liability of directors to the Registrant for monetary damages is eliminated to the full extent provided by California law. Under California law, a director is not personally liable to the Registrant or its shareholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the Registrant or its shareholders; (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) for authorizing the unlawful payment of a

dividend or other distribution on the Registrant's capital stock or the unlawful purchases of its capital stock; or (iv) for any transaction from which the director derived any improper personal benefit.

The effect of this provision in the Articles of Incorporation is to eliminate the rights of the Registrant and its shareholders (through shareholders' derivative suits on behalf of the Registrant) to recover monetary damages from a director for breach of the fiduciary duty of care as a director (including any breach resulting from negligent or grossly negligent behavior) except in the situations described in clauses (i) through (iv) above. This provision does not limit or eliminate the rights of any securityholder to seek non-monetary relief, such as an injunction or rescission, in the event of a breach of a director's duty of care or any liability for violation of the federal securities laws.

Insofar as indemnification for liabilities arising under the 1993 Act may be permitted to directors, officers and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the 1933 Act and is, therefore, unenforceable.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED

Not applicable.

ITEM 8. EXHIBITS

The following is a list of Exhibits filed as part of the Registration Statement:

- 4. 1996 Stock Option Plan.
- 4.1 Form of 1996 Incentive Stock Option Agreement under the 1996 Stock Option Plan
- 4.2 Form of 1996 Non-Statutory Stock Option Agreement under the 1996 Stock Option Plan.

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5.02 Opinion of Gary A. Agron

23.05 Consent of AJ. Robbins, P.C., independent certified public accountants

ITEM 9. UNDERTAKINGS

The Registrant hereby undertakes (1) to file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement; to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933; (2) to reflect in the prospectus any facts or events

arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in Registration Statement; (3) that, for the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and (4) to remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the Plan.

The Registrant hereby undertakes to deliver or cause to be delivered with the prospectus to each person to whom the prospectus is sent or given, the latest annual report to security holders that is incorporated by reference in the prospectus and furnished pursuant to and meeting the requirements of Rule 14a-3 or Rule 14c-3 under the Securities Exchange Act of 1934; and, where interim financial information required to be presented by Article 3 of Regulation S-X are not set forth in the prospectus, to deliver, or cause to be delivered to each person to whom the prospectus is sent or given, the latest quarterly report that is specifically incorporated by reference in the prospectus to provide such interim financial information.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted against the Registrant by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Beverly Hills, State of California, on this 8th day of January, 1998.

RETROSPETTIVA, INC.

By: /s/ Borivoje Vukadinovic

Borivoje Vukadinovic
Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

<TABLE>

Signature -----	Title -----	Date ----
<S> /s/ Borivoje Vukadinovic ----- Borivoje Vukadinovic	<C> President, Chief Executive Officer, and Director	<C> January 8, 1998
/s/ Michael D. Silberman ----- Michael D. Silberman	Chief Financial Officer (Principal Accounting Officer), Secretary and Director	January 8, 1998
/s/ Ivan Zogovic ----- Ian Zogovic	Manager - Export/Import and Director	January 8, 1998
/s/ Mojgan Keywanfar ----- Mojgan Keywanfar	Accounting Manager and Director	January 8, 1998
/s/ Donald E. Tormey ----- Donald E. Tormey	Director	January 8, 1998

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EXHIBIT INDEX

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4.	1996 Stock Option Plan.	
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4.2	Form of 1996 Non-Statutory Stock Option Agreement under the 1996 Stock Option Plan.	
5.02	Opinion of Gary A. Agron	

23.05

Consent of AJ. Robbins, P.C., independent certified
public accountants

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RETROSPETTIVA, INC.

1996 STOCK OPTION PLAN

ARTICLE I. ESTABLISHMENT AND PURPOSE

1.1 ESTABLISHMENT. Retrospektiva, Inc., a California corporation (the "Company"), hereby establishes a stock option plan for officers, directors, employees and consultants who provide services to the Company, as described herein, which shall be known as the 1996 Stock Option Plan (the "Plan"). It is intended that certain of the options issued under the Plan to employees of the Company shall constitute "Incentive Stock Options" within the meaning of section 422A of the Internal Revenue Code ("Code"), and that other options issued under the Plan shall constitute "Nonstatutory Options" under the Code. The Board of Directors of the Company (the "Board") shall determine which options are to be Incentive Stock Options and which are to be Nonstatutory Options and shall enter into option agreements with recipients accordingly.

1.2 PURPOSE. The purpose of this Plan is to enhance the Company's stockholder value and financial performance by attracting, retaining and motivating the Company's officers, directors, key employees and consultants and to encourage stock ownership by such individuals by providing them with a means to acquire a proprietary interest in the Company's success through stock ownership.

ARTICLE II. DEFINITIONS

2.1 DEFINITIONS. Whenever used herein, the following capitalized terms shall have the meanings set forth below, unless the context clearly requires otherwise.

- (a) "Board" means the Board of Directors of the Company.
- (b) "Code" means the Internal Revenue Code of 1986, as amended.
- (c) "Committee" shall mean the Committee provided for by Article IV hereof.
- (d) "Company" means Retrospektiva, Inc., a California corporation.
- (e) "Consultant" means any person or entity, including an officer or director of the Company who provides services (other than as an Employee) to the Company and shall include a Nonemployee Director, as defined below.
- (f) "Date of Exercise" means the date the Company receives notice, by an Optionee, of the exercise of an Option pursuant to section 8.1 of

the Plan. Such notice shall indicate the number of shares of Stock the Optionee intends to exercise.

(g) "Employee" means any person, including an officer or director of the Company who is employed by the Company.

(h) "Fair Market Value" means the fair market value of Stock upon which an Option is granted under this Plan.

(i) "Incentive Stock Option" means an Option granted under this Plan which is intended to qualify as an "incentive stock option" within the meaning of section 422A of the Code.

(j) "Nonemployee Director" means a member of the Board who is not an employee of the Company at the time an Option is granted hereunder.

(k) "Nonstatutory Option" means an Option granted under the Plan which is not intended to qualify as an Incentive Stock Option within the meaning of section 422A of the Code. Nonstatutory Options may be granted at such times and subject to such restrictions as the Board shall determine without conforming to the statutory rules of section 422A of the Code applicable to Incentive Stock Options.

(l) "Option" means the right, granted under the Plan, to purchase Stock of the Company at the option price for a specified period of time. For purposes of this Plan, an Option may be either an Incentive Stock Option or a Nonstatutory Option.

(m) "Optionee" means an Employee or Consultant holding an Option under the Plan.

(n) "Parent Corporation" shall have the meaning set forth in section 425(e) of the Code with the Company being treated as the employer corporation for purposes of this definition.

(o) "Significant Shareholder" means an individual who, within the meaning of section 422A(b)(6) of the Code, owns securities possessing more than ten percent of the total combined voting power of all classes of securities of the Company. In determining whether an individual is a Significant Shareholder, an individual shall be treated as owning securities owned by certain relatives of the individual and certain securities owned by corporations in which the individual is a shareholder; partnerships in which the individual is a partner; and estates or trusts of which the individual is a beneficiary, all as provided in section 425(d) of the Code.

(p) "Stock" means the no par value common stock of the Company.

2.2 GENDER AND NUMBER. Except when otherwise indicated by the context, any masculine terminology when used in this Plan also shall include the feminine gender, and the definition of any term herein in the singular also shall include the plural.

ARTICLE III. ELIGIBILITY AND PARTICIPATION

3.1 ELIGIBILITY AND PARTICIPATION. All Employees are eligible to participate in this Plan and receive Incentive Stock Options and/or Nonstatutory Options hereunder. All Consultants are eligible to participate in this Plan and receive Nonstatutory Options hereunder. Optionees in the Plan shall be selected by the Board from among those Employees and Consultants who, in the opinion of the Board, are in a position to contribute materially to the Company's continued growth and development and to its long-term financial success.

ARTICLE IV. ADMINISTRATION

4.1 ADMINISTRATION. The Board shall be responsible for administering the Plan.

The Board is authorized to interpret the Plan; to prescribe, amend, and rescind rules and regulations relating to the Plan; to provide for conditions and assurances deemed necessary or advisable to protect the interests of the Company; and to make all other determinations necessary or advisable for the administration of the Plan, but only to the extent not contrary to the express provisions of the Plan. Determinations, interpretations or other actions made or taken by the Board, pursuant to the provisions of this Plan, shall be final and binding and conclusive for all purposes and upon all persons.

The Plan shall be administered by the standing Compensation Committee of the Board (the "Committee") which is an executive committee of the Board, and consists of not less than three (3) members of the Board, at least two of whom are not executive officers or salaried employees of the Company. The members of the Committee may be directors who are eligible to receive Options under the Plan, but Options may be granted to such persons only by action of the full Board and not by action of the Committee. The Committee shall have full power and authority, subject to the limitations of the Plan and any limitations imposed by the Board, to construe, interpret and administer the Plan and to make determinations which shall be final, conclusive and binding upon all persons, including, without limitation, the Company, the stockholders, the directors and any persons having any interests in any Options which may be granted under the Plan, and, by resolution or resolution providing for the creation and issuance of any such Option, to fix the terms upon which, the time or times at or within which, and the price or prices at which any Stock may be purchased from the Company upon the exercise of Options, which terms, time or times and price or

prices shall, in every case, be set forth or incorporated by reference in the instrument or instruments evidencing such Option, and shall be consistent with the provisions of the Plan.

The Board may from time to time remove members from or add members to, the Committee. The Board may terminate the Committee at any time. Vacancies on the Committee, howsoever caused, shall be filled by the Board. The Committee shall select one of its members as Chairman, and shall hold meetings at such times and places as the Chairman may determine. A majority of the Committee at which a quorum is present, or acts reduced to or approved in writing by all of the members of the Committee, shall be the valid acts of the Committee. A quorum shall consist of two-thirds (2/3) of the members of the Committee.

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Where the Committee has been created by the Board, references herein to actions to be taken by the Board shall be deemed to refer to the Committee as well, except where limited by the Plan or the Board.

The Board shall have all of the enumerated powers of the Committee but shall not be limited to such powers. No member of the Board or the Committee shall be liable for any action or determination made in good faith with respect to the Plan or any Option granted under it.

4.2 SPECIAL PROVISIONS FOR GRANTS TO OFFICERS OR DIRECTORS. Rule 16b-3 under the Securities and Exchange Act of 1934 (the "Act") provides that the grant of a stock option to a director or officer of a company subject to the Act will be exempt from the provisions of section 16(b) of the Act if the conditions set forth in said Rule are satisfied. Unless otherwise specified by the Board, grants of Options hereunder to individuals who are officers or directors of the Company shall be made in a manner that satisfies the conditions of said Rule.

ARTICLE V. STOCK SUBJECT TO THE PLAN

5.1 NUMBER. The total number of shares of Stock hereby made available and reserved for issuance under the Plan shall be 750,000. The aggregate number of shares of Stock available under this Plan shall be subject to adjustment as provided in section 5.3. The total number of shares of Stock may be authorized but unissued shares of Stock, or shares acquired by purchase as directed by the Board from time to time in its discretion, to be used for issuance upon exercise of Options granted hereunder.

5.2 UNUSED STOCK. If an Option shall expire or terminate for any reason without having been exercised in full, the unpurchased shares of Stock subject thereto shall (unless the Plan shall have terminated) become available for other Options under the Plan.

5.3 ADJUSTMENT IN CAPITALIZATION. In the event of any change in the

outstanding shares of Stock by reason of a stock dividend or split, recapitalization, reclassification or other similar corporate change, the aggregate number of shares of Stock set forth in section 5.1 shall be appropriately adjusted by the Board to reflect such change. The Board's determination shall be conclusive; provided, however, that fractional shares shall be rounded to the nearest whole share. In any such case, the number and kind of shares of Stock that are subject to any Option (including any Option outstanding after termination of employment) and the Option price per share shall be proportionately and appropriately adjusted without any change in the aggregate Option price to be paid therefor upon exercise of the Option.

ARTICLE VI. DURATION OF THE PLAN

6.1 DURATION OF THE PLAN. The Plan shall be in effect until April 30, 2006 unless extended by the Company's shareholders. Any Options outstanding at the end of said period shall remain in effect in accordance with their terms. The Plan shall terminate before the end of said period, if all Stock subject to it has been purchased pursuant to the exercise of Options granted under the Plan.

ARTICLE VII. TERMS OF STOCK OPTIONS

7.1 GRANT OF OPTIONS. Subject to section 5.1, Options may be granted to Employees or Consultants at any time and from time to time as determined by the Board; provided, however, that Consultants may receive only Nonstatutory Options, and may not receive Incentive Stock Options. The Board shall have complete discretion in determining the number of Options granted to each Optionee. In making such determinations, the Board may take into account the nature of services rendered by such Employees or Consultants, their present and potential contributions to the Company, and such other factors as the Board in its discretion shall deem relevant. The Board also shall determine whether an Option is to be an Incentive Stock Option or a Nonstatutory Option.

In the case of Incentive Stock Options the total Fair Market Value (determined at the date of grant) of shares of Stock with respect to which incentive stock options are exercisable for the first time by the Optionee during any calendar year under all plans of the Company under which incentive stock options may be granted (and all such plans of any Parent Corporations and any subsidiary corporations of the Company) shall not exceed \$100,000. (Hereinafter, this requirement is sometimes referred to as the "\$100,000 Limitation.")

Nothing in this Article VII shall be deemed to prevent the grant of Options permitting exercise in excess of the maximums established by the preceding paragraph where such excess amount is treated as a Nonstatutory Option.

The Board is expressly given the authority to issue amended or replacement Options with respect to shares of Stock subject to an Option previously granted hereunder. An amended Option amends the terms of an Option previously granted (including an extension of the terms of such Option) and thereby supersedes the previous Option. A replacement Option is similar to a new Option granted hereunder except that it provides that it shall be forfeited to the extent that a previously granted Option is exercised, or except that its issuance is conditioned upon the termination of a previously granted Option.

7.2 NO TANDEM OPTIONS. Where an Option granted under the Plan is intended to be an Incentive Stock Option, the Option shall not contain terms pursuant to which the exercise of the Option would affect the Optionee's right to exercise another Option, or vice versa, such that the Option intended to be an Incentive Stock Option would be deemed a tandem stock option within the meaning of the regulations under section 422A of the Code.

7.3 OPTION AGREEMENT; TERMS AND CONDITIONS TO APPLY UNLESS OTHERWISE SPECIFIED. As determined by the Board on the date of grant, each Option shall be evidenced by an Option agreement (the "Option Agreement") that includes the nontransferability provisions required by section 10.2 hereof and specifies: whether the Option is an Incentive Stock Option or a Nonstatutory Option; the Option price; the term (duration) of the Option; the number of shares of Stock to which the Option applies; any vesting or exercisability restrictions which the Board may impose; in the case of an Incentive Stock Option, a provision implementing the \$100,000 Limitation; and any other terms or

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conditions which the Board may impose. All such terms and conditions shall be determined by the Board at the time of grant of the Option.

If not otherwise specified by the Board, the following terms and conditions shall apply to Options granted under the Plan:

(a) TERM. The Option shall be exercisable to purchase Stock for a period of ten years from the date of grant, as evidenced by the execution date of the Option Agreement.

(b) EXERCISE OF OPTION. Unless an Option is terminated as provided hereunder, an Optionee may exercise his Option for up to, but not in excess of, the number of shares of Stock subject to the Option specified below, based on the Optionee's number of years of continuous service with the Company from the date on which the Option is granted. In the case of an Optionee who is an Employee, continuous service shall mean continuous employment; in the case of an Optionee who is a Consultant, continuous service shall mean the continuous provision of consulting services. In applying said limitations, the amount of shares, if any, previously purchased by the Optionee under the Option

shall be counted in determining the amount of shares the Optionee can purchase at any time. The Optionee may exercise his Option in the following amounts:

(i) After one (1) year of continuous services to the Company, the Optionee may purchase up to 33.3% of the shares of Stock subject to the Option;

(ii) After two (2) years of continuous services to the Company, the Optionee may purchase up to 66.6% of the shares of Stock subject to the Option;

(iii) After three years of continuous services to the Company, the Optionee may purchase all shares of Stock subject to the Option.

The Board may specify terms and conditions other than those set forth above, in its discretion.

All Option Agreements shall incorporate the provisions of the Plan by reference, with certain provisions to apply depending upon whether the Option Agreement applies to an Incentive Stock Option or to a Nonstatutory Option.

7.4 OPTION PRICE. No Incentive Stock Option granted pursuant to this Plan shall have an Option price that is less than the Fair Market Value of the Stock on the date the Option is granted. Incentive Stock Options granted to Significant Stockholders shall have an Option price of not less than 110 percent of the Fair Market Value of the Stock on the date of grant. The Option price for

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Nonstatutory Options shall be established by the Board and shall not be less than 100 percent of the Fair Market Value of the Stock on the date of grant.

7.5 TERM OF OPTIONS. Each Option shall expire at such time as the Board shall determine, provided, however, that no Option shall be exercisable later than ten years from the date of its grant.

7.6 EXERCISE OF OPTIONS. Options granted under the Plan shall be exercisable at such times and be subject to such restrictions and conditions as the Board shall in each instance approve, which need not be the same for all Optionees.

7.7 PAYMENT. Payment for all shares of Stock shall be made at the time that an Option, or any part thereof, is exercised, and no shares shall be issued until full payment therefor has been made. Payment shall be made (i) in cash or certified funds, or (ii) if acceptable to the Board, in Stock or in some other

form; provided, however, in the case of an Incentive Stock Option, that said other form of payment does not prevent the Option from qualifying for treatment as an Incentive Stock Option within the meaning of the Code.

ARTICLE VIII. WRITTEN NOTICE, ISSUANCE OF STOCK CERTIFICATES, STOCKHOLDER PRIVILEGES

8.1 WRITTEN NOTICE. An Optionee wishing to exercise an Option shall give written notice to the Company, in the form and manner prescribed by the Board. Full payment for the shares exercised pursuant to the Option must accompany the written notice.

8.2 ISSUANCE OF STOCK CERTIFICATES. As soon as practicable after the receipt of written notice and payment, the Company shall deliver to the Optionee or to a nominee of the Optionee a certificate or certificates for the requisite number of shares of Stock.

8.3 PRIVILEGES OF A STOCKHOLDER. An Optionee or any other person entitled to exercise an Option under this Plan shall not have stockholder privileges with respect to any Stock covered by the Option until the date of issuance of a stock certificate for such stock.

ARTICLE IX. TERMINATION OF EMPLOYMENT OR SERVICES

Except as otherwise expressly specified by the Board for Nonstatutory Options, all Options granted under this Plan shall be subject to the following termination provisions:

9.1 DEATH. If an Optionee's employment in the case of an Employee, or provision of services as a Consultant, in the case of a Consultant, terminates by reason of death, the Option may thereafter be exercised at any time prior to the expiration date of the Option or within 12 months after the date of such death, whichever period is the shorter, by the person or persons entitled to do so under the Optionee's will or, if the Optionee shall fail to make a testamentary disposition of an Option or shall die intestate, the Optionee's legal representative or representatives. The Option shall be exercisable only to the extent that such Option was exercisable as of the date of Optionee's death.

9.2 TERMINATION OTHER THAN FOR CAUSE OR DUE TO DEATH. In the event of an Optionee's termination of employment, in the case of an Employee, or termination of the provision of services as a Consultant, in the case of a Consultant, other than by reason of death, the Optionee may exercise such portion of his Option as was exercisable by him at the date of such termination (the "Termination Date") at any time within three (3) months of the Termination Date; provided, however,

that where the Optionee is an Employee, and is terminated due to disability within the meaning of Code section 422A, he may exercise such portion of his Option as was exercisable by him on his Termination Date within one year of his Termination Date. In any event, the Option cannot be exercised after the expiration of the term of the Option. Options not exercised within the applicable period specified above shall terminate.

In the case of an Employee, a change of duties or position within the Company, shall not be considered a termination of employment for purposes of this Plan. The Option Agreements may contain such provisions as the Board shall approve with reference to the effect of approved leaves of absence upon termination of employment.

9.3 TERMINATION FOR CAUSE. In the event of an Optionee's termination of employment, in the case of an Employee, or termination of the provision of services as a Consultant, in the case of a Consultant, which termination is by the Company for cause, any Option or Options held by him under the Plan, to the extent not exercised before such termination, shall forthwith terminate.

ARTICLE X. RIGHTS OF OPTIONEES

10.1 SERVICE. Nothing in this Plan shall interfere with or limit in any way the right of the Company to terminate any Employee's employment, or any Consultant's services, at any time, nor confer upon any Employee any right to continue in the employ of the Company, or upon any Consultant any right to continue to provide services to the Company.

10.2 NONTRANSFERABILITY. Except as otherwise specified by the Board for Nonstatutory Options, Options granted under this Plan shall be nontransferable by the Optionee, other than by will

or the laws of descent and distribution, and shall be exercisable during the Optionee's lifetime only by the Optionee.

ARTICLE XI. OPTIONEE-EMPLOYEE'S TRANSFER OR LEAVE OF ABSENCE

11.1 OPTIONEE-EMPLOYEE'S TRANSFER OR LEAVE OF ABSENCE. For Plan purposes:

(a) A transfer of an Optionee who is an Employee within the Company,
or

(b) a leave of absence for such an Optionee (i) which is duly authorized in writing by the Company, and (ii) if the Optionee holds an Incentive Stock Option, which qualifies under the applicable regulations under the Code which apply in the case of Incentive Stock

Options,

shall not be deemed a termination of employment. However, under no circumstances may an Optionee exercise an Option during any leave of absence, unless authorized by the Board.

ARTICLE XII. AMENDMENT, MODIFICATION AND TERMINATION OF THE PLAN

12.1 AMENDMENT, MODIFICATION, AND TERMINATION OF THE PLAN. The Board may at any time terminate, and from time to time may amend or modify the Plan, provided, however, that no such action of the Board, without approval of the stockholders, may:

- (a) increase the total amount of Stock which may be purchased through Options granted under the Plan, except as provided in Article V;
- (b) change the class of Employees or Consultants eligible to receive Options;

No amendment, modification or termination of the Plan shall in any manner adversely affect any outstanding Option under the Plan without the consent of the Optionee holding the Option.

ARTICLE XIII. ACQUISITION, MERGER AND LIQUIDATION

13.1 ACQUISITION. In the event that an Acquisition occurs with respect to the Company, the Company shall have the option, but not the obligation, to cancel Options outstanding as of the effective date of Acquisition, whether or not such Options are then exercisable, in return for payment to the Optionees of an amount equal to a reasonable estimate of an amount (hereinafter the "Spread") equal to the difference between the net amount per share of Stock payable in the Acquisition, or as a result of the Acquisition, less the exercise price of the Option. In estimating the Spread, appropriate adjustments to give effect to the existence of the Options shall be made, such as deeming the Options to have been exercised, with the Company receiving the exercise price payable thereunder, and treating the shares receivable upon exercise of the Options as being outstanding in determining the

net amount per share. For purposes of this section, an "Acquisition" shall mean any transaction in which substantially all of the Company's assets are acquired or in which a controlling amount of the Company's outstanding shares are acquired, in each case by a single person or entity or an affiliated group of persons and/or entities. For purposes of this section a controlling amount shall mean more than 50% of the issued and outstanding shares of stock of the Company. The Company shall have such an option regardless of how the

Acquisition is effectuated, whether by direct purchase, through a merger or similar corporate transaction, or otherwise. In cases where the acquisition consists of the acquisition of assets of the Company, the net amount per share shall be calculated on the basis of the net amount receivable with respect to shares upon a distribution and liquidation by the Company after giving effect to expenses and charges, including but not limited to taxes, payable by the Company before the liquidation can be completed.

Where the Company does not exercise its option under this section 13.1, the remaining provisions of this Article XIII shall apply, to the extent applicable.

13.2 MERGER OR CONSOLIDATION. Subject to any required action by the stockholders, if the Company shall be the surviving corporation in any merger or consolidation, any Option granted hereunder shall pertain to and apply to the securities to which a holder of the number of shares of Stock subject to the Option would have been entitled in such merger or consolidation.

13.3 OTHER TRANSACTIONS. A dissolution or a liquidation of the Company or a merger and consolidation in which the Company is not the surviving corporation shall cause every Option outstanding hereunder to terminate as of the effective date of such dissolution, liquidation, merger or consolidation. However, the Optionee either (i) shall be offered a firm commitment whereby the resulting or surviving corporation in a merger or consolidation will tender to the Optionee an option (the "Substitute Option") to purchase its shares on terms and conditions both as to number of shares and otherwise, which will substantially preserve to the Optionee the rights and benefits of the Option outstanding hereunder granted by the Company, or (ii) shall have the right immediately prior to such dissolution, liquidation, merger, or consolidation to exercise any unexercised Options whether or not then exercisable, subject to the provisions of this Plan. The Board shall have absolute and uncontrolled discretion to determine whether the Optionee has been offered a firm commitment and whether the tendered Substitute Option will substantially preserve to the Optionee the rights and benefits of the Option outstanding hereunder. In any event, any Substitute Option for an Incentive Stock Option shall comply with the requirements of Code section 425(a).

ARTICLE XIV. SECURITIES REGISTRATION

14.1 SECURITIES REGISTRATION. In the event that the Company shall deem it necessary or desirable to register under the Securities Act of 1933, as amended, or any other applicable statute, any Options or any Stock with respect to which an Option may be or shall have been granted or exercised, or to qualify any such Options or Stock under the Securities Act of 1933, as amended, or any other statute, then the Optionee shall cooperate with the Company and take such action as is necessary to permit registration or qualification of such Options or Stock.

Unless the Company has determined that the following representation is unnecessary, each person exercising an Option under the Plan may be required by the Company, as a condition to the issuance of the shares pursuant to exercise of the Option, to make a representation in writing (a) that the Optionee is acquiring such shares for his own account for investment and not with a view to, or for sale in connection with, the distribution of any part thereof, (b) that before any transfer in connection with the resale of such shares, the Optionee will obtain the written opinion of counsel for the Company, or other counsel acceptable to the Company, that such shares may be transferred. The Company may also require that the certificates representing such shares contain legends reflecting the foregoing.

ARTICLE XV. TAX WITHHOLDING

15.1 TAX WITHHOLDING. Whenever shares of Stock are to be issued in satisfaction of Options exercised under this Plan, the Company shall have the power to require the recipient of the Stock to remit to the Company an amount sufficient to satisfy federal, state and local withholding tax requirements.

ARTICLE XVI. INDEMNIFICATION

16.1 INDEMNIFICATION. To the extent permitted by law, each person who is or shall have been a member of the Board shall be indemnified and held harmless by the Company against and from any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by him in connection with or resulting from any claim, action, suit, or proceeding to which he may be a party or in which he may be involved by reason of any action taken or failure to act under the Plan and against and from any and all amounts paid by him in settlement thereof, with the Company's approval, or paid by him in satisfaction of judgment in any such action, suit or proceeding against him, provided he shall give the Company an opportunity, at its own expense, to handle and defend the same before he undertakes to handle and defend it on his own behalf. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled under the Company's articles of incorporation or bylaws, as a matter of law, or otherwise, or any power that the Company may have to indemnify them or hold them harmless.

ARTICLE XVII. REQUIREMENTS OF LAW

17.1 REQUIREMENTS OF LAW. The granting of Options and the issuance of shares of Stock upon the exercise of an Option shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

17.2 GOVERNING LAW. The Plan and all agreements hereunder shall be construed in accordance with and governed by the laws of the state of California.

ARTICLE XVIII. EFFECTIVE DATE OF PLAN

18.1 EFFECTIVE DATE. The Plan shall be effective on May 1, 1996, the date of its adoption by the Company's stockholders.

ARTICLE XIX. COMPLIANCE WITH CODE

19.1 COMPLIANCE WITH CODE. Incentive Stock Options granted hereunder are intended to qualify as Incentive Stock Options under Code section 422A. If any provision of this Plan is susceptible to more than one interpretation, such interpretation shall be given thereto as is consistent with Incentive Stock Options granted under this Plan being treated as Incentive Stock Options under the Code.

ARTICLE XX. NO OBLIGATION TO EXERCISE OPTION

20.1 NO OBLIGATION TO EXERCISE. The granting of an Option shall impose no obligation upon the holder thereof to exercise such Option.

Dated at Beverly Hills, California, May 1, 1996.

RETROSPETTIVA, INC.

By

President

RETROSPETTIVA, INC.

INCENTIVE STOCK OPTION AGREEMENT
UNDER THE 1996 STOCK OPTION PLAN

Between:

Retrospettiva, Inc. (the "Company") and _____
(the "Employee"), dated _____.

The Company hereby grants to the Employee an option (the "Option") to purchase _____ shares of the Company's no par value common stock ("Stock") under the Retrospettiva, Inc. 1996 Stock Option Plan (the "Plan") upon the following terms and conditions:

1. PURCHASE PRICE. The purchase price of the Stock shall be _____ per share, which is not less than the fair market value of the Stock on the date of this Agreement.

2. INCENTIVE STOCK OPTION. The Option shall be an Incentive Stock Option, as defined in the Plan.

3. PERIOD OF EXERCISE. The Option will expire ten years from the date of this Agreement. The Option may be exercised only while the Employee is actively employed by the Company and as provided in Section 6, dealing with termination of employment.

The Option may be exercised for up to, but not in excess of, the amounts of shares subject to the Option specified below, based on the Employee's number of years of continuous employment with the Company from the date hereof. In applying the following limitations, the amount of shares, if any, previously purchased by Employee shall be counted in determining the amount of shares the Employee can purchase at any time in accordance with said limitations. The Employee may exercise the Option in the following amounts and in accordance with the conditions set forth in paragraph 7.3 of the Plan:

(i) After one (1) year of continuous services to the Company, the Employee may purchase up to 33.3% of the shares of Stock subject to the Option;

(ii) After two (2) years of continuous services to the Company, the Employee may purchase up to 66.6% of the shares of Stock subject to the Option;

(iii) After three years of continuous services to the Company, the Employee may purchase all shares of Stock

subject to the Option.

This Option may not be exercised for less than fifty shares at any time unless the number of shares purchased is the total number purchasable at the time under the Option.

Where the Employee holds (whether under this Option alone or under this Option in conjunction with other incentive stock options) incentive stock options upon shares of the Company's common stock having an aggregate fair market value (determined at the time of grant of each option) exceeding \$100,000, the \$100,000 Limitation set forth in Section 4 below may impose additional limitations upon the exercisability of this Option and any other incentive stock options granted to the Employee. Such limitations are in addition to, and not in lieu of, the limitations set forth in this Section 3.

4. \$100,000 LIMITATION. Notwithstanding anything to the contrary contained herein, the total fair market value (determined as of the date of grant of an option) of shares of stock with respect to which this Option (and any other incentive stock options granted by the Company) shall become exercisable for the first time during any calendar year shall not exceed \$100,000. (Hereinafter this limitation is sometimes referred to as the "\$100,000 Limitation.") If in any calendar year shares of stock having a fair market value of more than \$100,000 first would become exercisable, but for the limitations of this section, this Option shall be exercisable in such calendar year only for shares having a fair market value not exceeding \$100,000. (Hereinafter, shares with respect to which this Option is not exercisable in a calendar year due to the \$100,000 Limitation are referred to as "Excess Shares.")

This Option shall become exercisable with respect to Excess Shares from a calendar year in the next succeeding calendar year (subject to any other restrictions on exercise which may be contained herein), provided that the \$100,000 limitation shall also be applied to such succeeding calendar year. Subject to the term of this Option, such carryovers of Excess Shares shall be made to succeeding calendar years, including carryovers of any Excess Shares from previous calendar years, without limitation.

If as of the date of this Agreement the Employee already holds incentive stock options granted by the Company (hereinafter any such incentive stock options are referred to as "Prior Options"), and the fair market value (determined as the date of grant of each option) of the shares subject to this Option and the Prior Options held by the Employee is such that the \$100,000 Limitation must be imposed, the \$100,000 Limitation shall be applied as follows unless a special provision is made on Exhibit A attached hereto. If no special provision is made on Exhibit A, the \$100,000 Limitation shall be applied by giving priority to options which first become exercisable during a calendar year under the Prior Options. Thus, in applying the \$100,000 Limitation under this Option, the fair market value (determined as of the date of grant) of the shares of stock with respect to which options

first become exercisable under the Prior Options during the calendar year shall first be determined. Only the balance remaining for the calendar year of the \$100,000 Limitation, if any, may be exercisable under this Option for the calendar year, with any excess to be carried over as provided in the preceding paragraph, but with such carryover also to be subject to the provisions of this paragraph.

Employee acknowledges that it is possible that he or she may be granted incentive stock options by the Company after the date of this Agreement. (Hereinafter such options are referred to as "Subsequent Options.") If the exercise price of a Subsequent Option is less than the exercise price of this Option, and if permitted under the regulations and decisions applicable to the \$100,000 Limitation, Employee agrees that the Company may reduce the number of shares of stock for which this Option is exercisable in specified calendar years, so that all or part of the \$100,000 limitation for said calendar years may be applied to such Subsequent Option, permitting earlier exercise of such Subsequent Option than would otherwise be possible. Where such reductions are made, Employee agrees to enter into any appropriate documentation to implement such reductions.

Employee further acknowledges that, as provided in the Plan, in certain circumstances connected with a dissolution or liquidation of the Company, or a merger, consolidation or other form of reorganization in which the Company is not the surviving corporation, the imposition of the \$100,000 Limitation may result in the termination of all or part of this Option or other incentive stock options.

5. TRANSFERABILITY. This Option is not transferable except by will or the laws of descent and distribution and may be exercised during the lifetime of the Employee only by him or her.

6. TERMINATION OF EMPLOYMENT. In the event that employment of the Employee with the Company is terminated, the Option may be exercised (to the extent exercisable at the date of his termination) by the Employee within three months after the date of termination; provided, however, that:

(a) If the Employee's employment is terminated because he is disabled within the meaning of Internal Revenue Code section 422A, the Employee shall have one year rather than three months to exercise the Option (to the extent exercisable at the date of his termination).

(b) If the Employee dies, the Option may be exercised (to the extent exercisable by the Employee at the date of his death) by his legal representative or by a person who acquired the right to exercise such option by bequest or inheritance or by reason of the death of the Employee, but the Option must be exercised within one year after the date of the Employee's death.

(c) If the Employee's employment is terminated for cause, this Option shall terminate immediately.

(d) In no event (including death of the Employee) may this Option be exercised more than ten years from the date hereof.

7. NO GUARANTEE OF EMPLOYMENT. This Agreement shall in no way restrict the right of the Company to terminate Employee's employment at any time.

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8. INVESTMENT REPRESENTATION; LEGEND. The Employee (and any other purchaser under paragraphs 6(a) or 6(b) hereof) represents and agrees that all shares of Stock purchased by him under this Agreement will be purchased for investment purposes only and not with a view to distribution or resale. The Company may require that an appropriate legend be inscribed on the face of any certificate issued under this Agreement, indicating that transfer of the Stock is restricted, and may place an appropriate stop transfer order with the Company's transfer agent with respect to the Stock.

9. METHOD OF EXERCISE. The Option may be exercised, subject to the terms and conditions of this Agreement, by written notice to the Company. The notice shall be in the form attached to this Agreement and will be accompanied by payment (in such form as the Company may specify) of the full purchase price of the Stock to be issued, and in the event of an exercise under the terms of paragraphs 6(a) or 6(b) hereof, appropriate proof of the right to exercise the Option. The Company will issue and deliver certificates representing the number of shares purchased under the Option, registered in the name of the Employee (or other purchaser under paragraph 6 hereof) as soon as practicable after receipt of the notice.

10. WITHHOLDING. In any case where withholding is required or advisable under federal, state or local law in connection with any exercise by Employee hereunder, the Company is authorized to withhold appropriate amounts from amounts payable to Employee, or may require Employee to remit to the Company an amount equal to such appropriate amounts.

11. INCORPORATION OF PLAN. This Agreement is made pursuant to the provisions of the Plan, which Plan is incorporated by reference herein. Terms used herein shall have the meaning employed in the Plan, unless the context clearly requires otherwise. In the event of a conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of the Plan shall govern.

RETROSPETTIVA, INC.

By _____

President

ACCEPTED:

Employee

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RETROSPETTIVA, INC.

NOTICE OF EXERCISE OF STOCK OPTION ISSUED
UNDER THE 1996 STOCK OPTION PLAN

To: Compensation Committee
Retrospektiva, Inc.
8825 West Olympia Blvd.
Beverly Hills, California 90211

I hereby exercise my Option dated _____ to purchase _____ shares of no par value common stock of the Company at the option exercise price of \$_____ per share. Enclosed is a certified or cashier's check in the total amount of \$_____, or payment in such other form as the Company has specified.

I represent to you that I am acquiring said shares for investment purposes and not with a view to any distribution thereof. I understand that my stock certificate may bear an appropriate legend restricting the transfer of my shares and that a stock transfer order may be placed with the Company's transfer agent with respect to such shares.

I request that my shares be issued in my name as follows:

(Print your name in the form in which you
wish to have the shares registered)

(Social Security Number)

(Street and Number)

(City)

(State)

(Zip Code)

Dated: _____, 19__.

Signature: _____

RETROSPETTIVA, INC.

NON-STATUTORY STOCK OPTION AGREEMENT
UNDER THE 1996 STOCK OPTION PLAN

Between:

RETROSPETTIVA, INC. (the "Company") and _____ (the
"Consultant") dated _____.

The Company hereby grants to the Consultant an option (the
"Option") to purchase _____ shares of the Company's common stock under
the Retrospektiva, Inc. 1996 Stock Option Plan (the "Plan") upon the
following terms and conditions:

1. PURCHASE PRICE. The purchase price of the Stock shall be _____
per share, which is not less than the fair market value of the Stock on the
date of this Agreement.

2. NON-STATUTORY OPTION. The Option shall be a Non-Statutory Option,
as defined in the Plan.

3. PERIOD OF EXERCISE. The Option will expire ten years from the date
of this Agreement. The Option may be exercised only while the Consultant is
actively providing consulting services to the Company and as provided in
Section 5, dealing with termination of services.

4. The Option may be exercised for up to, but not in excess of, the
amounts of shares subject to the Option specified below, based on the
Consultant's number of years of continuous services with the Company from the
date hereof. In applying the following limitations, the amount of shares, if
any, previously purchased by Consultant shall be counted in determining the
amount of shares the Consultant can purchase at any time in accordance with
said limitations. The Consultant may exercise the Option in the following
amounts and in accordance with the conditions set forth in paragraph 7.3 of
the Plan:

- (1) After one (1) year of continuous services to the
Company, the Consultant may purchase up to 33.3% of the
shares of Stock subject to the Option;
- (2) After two (2) years of continuous services to the
Company, the Consultant may purchase up to 66.6% of the
shares of Stock subject to the Option;
- (3) After three years of continuous services to the
Company, the Consultant may purchase all shares of Stock

subject to the Option.

In the event the Consultant's services with the Company are terminated due to Consultant's disability or death as described in paragraphs 5(a) and 5(b), the foregoing vesting schedule shall be accelerated and the Option shall upon such disability or death become exercisable in whole or in part, but it shall not be exercisable after the expiration of four (4) years from the date hereof. This Option may not be exercised for less than fifty shares at any time unless the number of shares purchased is the total number purchasable at the time under the Option.

5. TRANSFERABILITY. This Option is not transferable except by will or the laws of descent and distribution and may be exercised during the lifetime of the Consultant only by him.

6. TERMINATION OF SERVICES. In the event of a termination in the providing of consulting services by Consultant, including serving as a Non-employee Director as defined in the Plan, to the Company, the Option may be exercised (to the extent exercisable at the date of his termination) by the Consultant within three months after the date of such termination; provided, however, that:

(a) If the Consultant's consulting relationship is terminated because he is disabled within the meaning of Internal Revenue Code section 422A, the Consultant shall have one year rather than three months to exercise the Option (to the extent exercisable at the date of his termination).

(b) If the Consultant dies, the Option may be exercised (to the extent exercisable by the Consultant at the date of his death) by his legal representative or by a person who acquired the right to exercise such option by bequest or inheritance or by reason of the death of the Consultant, but the Option must be exercised within one year after the date of the Consultant's death.

(c) If the Consultant's consulting relationship is terminated for cause, this Option shall terminate immediately.

(d) In no event (including death of the Consultant) may this Option be exercised more than ten years from the date hereof.

7. NO GUARANTEE OF SERVICES. This Agreement shall in no way restrict the right of the Company or any Subsidiary Corporation to terminate Consultant's consulting relationship at any time.

8. INVESTMENT REPRESENTATION; LEGEND. The Consultant (and any other purchaser under paragraphs 5(a) or 5(b) hereof) represents and agrees that all shares of Stock purchased by him under this Agreement will be purchased for investment purposes only and not with a view to distribution or resale.

The Company may require that an appropriate legend be inscribed on the face of any certificate issued under this Agreement, indicating that transfer of the Stock is restricted, and may place an appropriate stop transfer order with the Company's transfer agent with respect to the Stock.

9. METHOD OF EXERCISE. The Option may be exercised, subject to the terms and conditions of this Agreement, by written notice to the Company. The notice shall be in the form

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attached to this Agreement and will be accompanied by payment (in such form as the Company may specify) of the full purchase price of the Stock to be issued, and in the event of an exercise under the terms of paragraphs 5(a) or 5(b) hereof, appropriate proof of the right to exercise the Option. The Company will issue and deliver certificates representing the number of shares purchased under the Option, registered in the name of the Consultant (or other purchaser under paragraph 5 hereof) as soon as practicable after receipt of the notice.

10. INCORPORATION OF PLAN. This Agreement is made pursuant to the provisions of the Plan, which Plan is incorporated by reference herein. Terms used herein shall have the meaning employed in the Plan, unless the context clearly requires otherwise. In the event of a conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of the Plan shall govern.

RETROSPETTIVA, INC.

By

President

ACCEPTED:

Consultant

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RETROSPETTIVA, INC.

NOTICE OF EXERCISE OF STOCK OPTION ISSUED
UNDER THE 1996 STOCK OPTION PLAN

To: Compensation Committee
Retrospettiva, Inc.
8825 West Olympia Blvd.
Beverly Hills, California 90211

I hereby exercise my Option dated _____ to purchase _____ shares of _____ par value common stock of the Company at the option exercise price of \$_____ per share. Enclosed is a certified or cashier's check in the total amount of \$_____, or payment in such other form as the Company has specified.

I represent to you that I am acquiring said shares for investment purposes and not with a view to any distribution thereof. I understand that my stock certificate may bear an appropriate legend restricting the transfer of my shares and that a stock transfer order may be placed with the Company's transfer agent with respect to such shares.

I request that my shares be issued in my name as follows:

(Print your name in the form in which you
wish to have the shares registered)

(Social Security Number)

(Street and Number)

(City)

(State)

(Zip Code)

Dated: _____, 19__.

Signature: _____

[LETTERHEAD]

January 8, 1998

Retrospettiva, Inc.
8825 West Olympic Blvd.
Beverly Hills, CA 90211

Gentlemen:

We have assisted in the preparation and filing of Retrospettiva, Inc. (the "Company") of a Registration Statement on Form S-8 (the "Registration Statement") with the Securities and Exchange Commission relating to 1,786,930 shares of no par value Common Stock (the "Option Shares") of the Company issuable upon exercise of options granted under the Company's 1996 Stock Option Plan (the "Option").

We have examined such records and documents and have made such examination of laws as we considered necessary to form a basis for the opinions set forth herein. In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity with the originals of all documents submitted to us as copies thereof.

Based upon and subject to the foregoing, we are of the opinion that the Option Shares have been duly authorized and reserved for issuance and such Option Shares, when issued in accordance with the terms of the Option against payment therefor, will be duly and validly issued, fully paid and nonassessable.

The foregoing assumes that all requisite steps will be taken to comply with the requirements of the Securities Act of 1933, as amended, and applicable state laws relating to the offer and sales of securities.

We consent to the filing of a copy of this opinion in the Registration Statement and the use of our opinion in connection herewith.

Very truly yours,

/s/ Gary A. Agron

Gary A. Agron

[Letterhead of AJ. Robbins, PC]

CONSENT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

As independent certified public accountants, we hereby consent to the use of our report dated March 15, 1997 on the financial statements of Retrospettiva, Inc., and to the reference made to our firm under the caption "Experts" included in or made part of this Registration Statement.

/s/ AJ. Robbins, P.C.

AJ. ROBBINS, P.C.
CERTIFIED PUBLIC ACCOUNTANTS
AND CONSULTANTS

Denver, Colorado
January 8, 1998