

# MYMETICS CORP

## FORM SC 13D/A (Amended Statement of Beneficial Ownership)

Filed 1/14/1999

Address	EUROPEAN EXECUTIVE OFFICE 14, RUE DE LA COLOMBIERE NYON, CH-1260
Telephone	011-41-22-363-13-10
CIK	0000927761
Industry	Biotechnology & Drugs
Sector	Healthcare
Fiscal Year	12/31

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**SCHEDULE 13D/A**  
(Amendment No. 3)

Under the Securities Exchange Act of 1934

**ICHOR CORPORATION**

---

(Name of Issuer)

**Common Stock, \$0.01 Par Value**

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(Title of Class of Securities)

693286 10 6

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(CUSIP Number)

Michael J. Smith, 6 Rue Charles-Bonnet, 1206 Geneva, Switzerland  
Telephone (41 22) 818 2999

---

(Name, Address and Telephone Number of Person Authorized to Receive Notices  
and Communications)

January 4, 1999

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(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 that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box [ ].

CUSIP No. 693286 10 6

1) Names of Reporting Persons/I.R.S. Identification Nos. of Above Persons

MFC Bancorp Ltd.

2) Check the Appropriate Box if a Member of a Group

(a) [ ]  
 (b) [ X ]

3) SEC Use Only

4) Source of Funds

5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)

6) Citizenship or Place of Organization Yukon Territory, Canada

Number of	(7) Sole Voting Power	0
Shares Bene-	(8) Shared Voting Power	5,592,933*
ficially	(9) Sole Dispositive Power	0
Owned by	(10) Shared Dispositive Power	5,592,933*
Each Reporting		
Person		
With		

11) Aggregate Amount Beneficially Owned by Each Reporting Person 5,592,933\*

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

13) Percent of Class Represented by Amount in Row (11) 80.7%\*

14) Type of Reporting Person CO

\* Assuming the conversion of 402,500 shares of preferred stock of ICHOR Corporation, based on a conversion price as at December 31, 1998 of \$1.99 per share.

CUSIP No. 693286 10 6  
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1) Names of Reporting Persons/I.R.S. Identification Nos. of Above Persons

MFC Merchant Bank S.A.  
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2) Check the Appropriate Box if a Member of a Group

(a) [ ]  
(b) [ X ]

3) SEC Use Only  
-----

4) Source of Funds WC  
-----

5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items  
2(d) or 2(e)  
-----

6) Citizenship or Place of Organization Switzerland  
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Number of Shares Bene- ficially Owned by Each Reporting Person With	(7) Sole Voting Power	0
	(8) Shared Voting Power	3,570,320
	(9) Sole Dispositive Power	0
	(10) Shared Dispositive Power	3,570,320

11) Aggregate Amount Beneficially Owned by Each Reporting Person 3,570,320  
-----

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

13) Percent of Class Represented by Amount in Row (11) 72.8%  
-----

14) Type of Reporting Person CO  
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CUSIP No. 693286 10 6  
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1) Names of Reporting Persons/I.R.S. Identification Nos. of Above Persons

Drummond Financial Corporation  
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2) Check the Appropriate Box if a Member of a Group

(a) [ ]  
(b) [ X ]

3) SEC Use Only  
-----

4) Source of Funds  
-----

5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items  
2(d) or 2(e)  
-----

6) Citizenship or Place of Organization State of Delaware  
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Number of	(7) Sole Voting Power	0
Shares Bene-	(8) Shared Voting Power	0
ficially	(9) Sole Dispositive Power	0
Owned by	(10) Shared Dispositive Power	0
Each Reporting		
Person		
With		

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11) Aggregate Amount Beneficially Owned by Each Reporting Person 0  
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12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares  
-----

13) Percent of Class Represented by Amount in Row (11) 0  
-----

14) Type of Reporting Person CO  
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CUSIP No. 693286 10 6

1) Names of Reporting Persons/I.R.S. Identification Nos. of Above Persons

Logan International Corp.

2) Check the Appropriate Box if a Member of a Group

(a) [ ]  
(b) [ X ]

3) SEC Use Only

4) Source of Funds

5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)

6) Citizenship or Place of Organization State of Washington

Number of	(7) Sole Voting Power	0
Shares Bene-	(8) Shared Voting Power	716,080*
ficially	(9) Sole Dispositive Power	0
Owned by	(10) Shared Dispositive Power	716,080*
Each Reporting		
Person		
With		

11) Aggregate Amount Beneficially Owned by Each Reporting Person 716,080\*

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

13) Percent of Class Represented by Amount in Row (11) 12.6\*

14) Type of Reporting Person CO

\* Assuming the conversion of 142,500 shares of preferred stock of ICHOR Corporation, based on a conversion price as at December 31, 1998 of \$1.99 per share.

**ITEM 1. SECURITY AND ISSUER.**

This statement relates to the shares of common stock with a \$0.01 par value each of ICHOR Corporation ("ICHOR"), a Delaware corporation, having a principal executive office at Suite 1250, 400 Burrard Street, Vancouver, British Columbia, Canada, V6C 3A6.

**ITEM 2. IDENTITY AND BACKGROUND.**

This statement is filed on behalf of MFC Bancorp Ltd. ("MFC"), MFC Merchant Bank S.A. ("Merchant Bank"), Drummond Financial Corporation ("Drummond") and Logan International Corp. ("Logan"). MFC and Drummond operate in the financial services business and have principal business and office addresses at 6 Rue Charles-Bonnet, 1206 Geneva, Switzerland. MFC controls 49.4% of the outstanding shares of common stock of Drummond and all of the voting preferred stock of Drummond, which gives MFC control of 76.0% of the voting power in Drummond. Merchant Bank is a wholly-owned subsidiary of MFC that operates in the banking and financial services business and has a principal business and office address at 6 Cours de Rive, 1211 Geneva 3, Switzerland. Logan is a 71.0% owned subsidiary of MFC which currently engages in real estate activities and has a principal business and office address at Suite 1250, 400 Burrard Street, Vancouver, British Columbia, V6C 3A6. See Item 6 on pages 2 to 5 of this Schedule 13D/A for the jurisdiction of organization of MFC, Merchant Bank, Drummond and Logan.

The following table lists the names, citizenship, principal business addresses and principal occupations of the executive officers and directors of MFC, Merchant Bank, Drummond and Logan.

NAME	RESIDENCE OR BUSINESS ADDRESS	PRINCIPAL OCCUPATION	CITIZENSHIP
Michael J. Smith	6 Rue Charles-Bonnet, 1206 Geneva, Switzerland	Director, President and Chief Executive Officer of MFC	British
Roy Zanatta	2 Stratford Place, London, England, United Kingdom, W1N 9AE	Director and Secretary of MFC	Canadian
Sok Chu Kim	1071 - 59 Namhyun-Dong, Gwanak-Kn, Seoul, Korea	Director of Korea Liberalization Fund Ltd.	Korean
Julius Mallin	256 Jarvis Street, Apt. 8D, Toronto, Ontario, Canada M5B 2J4	Retired Businessman	Canadian
Oq-Hyun Chin	3,4 Floor, Kyung Am Bldg., 831028 Yeoksam-Dong, Kangnam-Ku, Seoul, Korea	Business Advisor, The Art Group Architects & Engineers Ltd.	Korean
Jimmy S.H. Lee	6 Cours de Rive, 1211 Geneva 3, Switzerland	Trustee, President and Chief Executive Officer of Mercer International Inc.	Canadian
Max Huber	6 Cours de Rive, 1211 Geneva 3, Switzerland	Independent Consultant	Swiss
Fritz Graf	6 Cours de Rive, 1211 Geneva 3, Switzerland	Independent Consultant	Swiss
Hans-Rudolf Steiner	6 Cours de Rive, 1211 Geneva 3, Switzerland	Attorney-at-Law	Swiss
Leonard Petersen	Suite 1270, 609 Granville Street, Vancouver, B.C. Canada V7Y 1G6	Director and Senior Officer of Pemcorp Management, Inc.	Canadian
Roland Waldvogel	Baarestasse 10, Zurich, Switzerland, CH-6301	Independent Trust Officer	Swiss

During the last five years, neither MFC, Merchant Bank, Drummond nor Logan has been, nor to the knowledge of MFC, Merchant Bank, Drummond and Logan, have any of their officers or directors been, convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), nor have they been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding were or are 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.

MFC, Merchant Bank, Drummond and Logan have executed a joint filing agreement consenting to the joint filing of this Schedule 13D/A. Such agreement is filed as Exhibit 1 to this Schedule 13D/A and is incorporated herein by reference.

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

Merchant Bank has acquired an aggregate 3,570,320 shares of common stock of ICHOR in consideration for 6% of the proceeds from the future sales by Merchant Bank of such shares to one or more arm's-length parties.

**ITEM 4. PURPOSE OF TRANSACTION.**

Merchant Bank has acquired the shares of common stock of ICHOR for investment purposes. Merchant Bank plans to sell the acquired shares of common stock of ICHOR to one or more arm's-length parties at the fair market value of such shares at the time of sale.

**ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.**

Merchant Bank has purchased 1,070,320 shares of common stock of ICHOR from Drummond pursuant to the terms of a purchase agreement between Merchant Bank and Drummond (the "Drummond Agreement") dated January 4, 1999 and 2,500,000 shares of common stock of ICHOR from Logan pursuant to the terms of a purchase agreement between Merchant Bank and Logan (the "Logan Agreement") dated January 4, 1999, in consideration for 6% of the proceeds from the future sales by Merchant Bank of such shares to one or more arm's-length parties, effective as of December 31, 1998. As a result, Merchant Bank beneficially holds and has the shared power to direct the vote and disposition of an aggregate of 3,570,320 shares of common stock of ICHOR.

As disclosed in the Schedule 13D/A filed by, among others, Drummond dated June 11, 1998, Drummond was the beneficial holder of 1,070,320 shares of common stock of ICHOR. On January 4, 1999, Drummond completed the sale of 1,070,320 shares of common stock of ICHOR to Merchant Bank, effective as of December 31, 1998, in consideration for 94% of the proceeds from the future sales of such shares by Merchant Bank. As a result, Drummond does not beneficially hold, nor does it share the power with any person to direct the vote and disposition of, any shares of common stock of ICHOR. Drummond ceased to be the beneficial holder of more than five percent of the issued and outstanding shares of common stock of ICHOR on December 31, 1998.



As disclosed in the Schedule 13D/A filed by, among others, Logan dated March 13, 1998, Logan was the beneficial holder of 2,500,000 shares of common stock of ICHOR and 142,500 shares of 5% Cumulative Redeemable Convertible Preferred Stock, Series 1 (the "Preferred Stock") of ICHOR. On January 4, 1999, Logan completed the sale of 2,500,000 shares of common stock of ICHOR to Merchant Bank, effective as of December 31, 1998, in consideration for 94% of the proceeds from the future sales of such shares by Merchant Bank. As a result, Logan beneficially holds and has the shared power to direct the vote and disposition of a total of 716,080 shares of common stock of ICHOR, which represents approximately 12.6% of the issued and outstanding common stock of ICHOR, assuming the conversion of the Preferred Stock at a conversion price of \$1.99 per share into 716,080 shares of common stock of ICHOR. The Preferred Stock has a conversion price equal to 90% of the 20 day average closing trading price of the shares of common stock of ICHOR on the stock exchange or quotation system through which the largest number of shares of common stock of ICHOR traded during the period immediately preceding the date that notice of conversion is delivered to ICHOR. For the purposes of this Schedule 13D/A, the conversion price and amount of underlying common stock have been calculated using the average closing trading price on December 31, 1998, which was approximately \$2.21.

As disclosed in the Schedule 13D/A filed by, among others, MFC dated June 11, 1998, MFC was the indirect beneficial holder of 3,570,320 shares of common stock of ICHOR and 402,500 shares of Preferred Stock of ICHOR. As a result of the above-mentioned transaction, effective as of December 31, 1998, MFC beneficially holds and has the shared power to direct the vote and disposition of a total of 5,592,933 shares of common stock of ICHOR, which represents approximately 80.7% of ICHOR's issued and outstanding shares of common stock, assuming the conversion of the 402,500 shares of Preferred Stock at a conversion price of \$1.99 per share into an aggregate of 2,022,613 shares of common stock of ICHOR.

Michael J. Smith and Roy Zanatta are each deemed to be beneficial owners of approximately 10,000 shares (less than 1%) of common stock of ICHOR, pursuant to unexercised stock options.

To the knowledge of MFC, Merchant Bank, Logan and Drummond, none of their directors or executive officers have the power to vote or dispose of any shares of common stock of ICHOR, nor did MFC, Merchant Bank, Logan, Drummond or their directors and executive officers effect any transactions in such shares during the past 60 days, except as disclosed herein.

**ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.**

Pursuant to the Drummond Agreement, Merchant Bank acquired 1,070,320 shares of common stock of ICHOR from Drummond, effective December 31, 1998. Pursuant to the Logan Agreement, Merchant Bank acquired 2,500,000 shares of common stock of ICHOR from Logan, effective December 31, 1998. Merchant Bank has agreed to sell such shares on or before December 31, 2003 and pay 94% of the proceeds therefrom to Drummond and Logan, as applicable.

In October 1998, ICHOR entered into an agreement (the "Nazca Agreement") with Nazca Holdings Ltd. ("NHL") whereby ICHOR purchased all of the issued and outstanding shares of NHL from eight shareholders (the "Vendors"). In consideration for the Vendors entering into the Nazca Agreement with ICHOR, Drummond and Logan entered into an agreement (the "Collateral Agreement") with the Vendors pursuant to which Drummond and Logan agreed to transfer 599,565 and 1,400,435 shares of common stock of ICHOR, respectively, to the Vendors, subject to the fulfillment of certain conditions contained in the Collateral Agreement on or before March 31, 1999. For further details relating to the Nazca Agreement, see the Form 8-K of ICHOR dated October 20, 1998. Set forth as Exhibit 3 herein is the Nazca Agreement, which is incorporated herein by reference.

Pursuant to the Drummond Agreement and the Logan Agreement, Merchant Bank has agreed that, in the event that the conditions contained in the Collateral Agreement are not fulfilled on or before March 31, 1999, Merchant Bank will sell the shares of common stock of ICHOR committed under the Collateral Agreement and pay 94% of the proceeds therefrom to Drummond and Logan, as applicable.

The description of the Drummond Agreement and the Logan Agreement provided herein is qualified in its entirety by reference to such agreements, which are contained as Exhibits 4 and 5 herein, and each of the agreements is incorporated herein by reference.

As disclosed in Item 5 above, Mr. Smith and Mr. Zanatta currently hold stock options entitling them to purchase shares of common stock of ICHOR. Set forth as Exhibit 2 is the issuer's Amended 1994 Stock Option Plan, which is incorporated herein by reference.

**ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.**

Exhibit Number -----	Description -----
1	Joint Filing Agreement among MFC Bancorp Ltd., MFC Merchant Bank S.A., Logan International Corp. and Drummond Financial Corporation dated January 4, 1999.
2	Amended 1994 Stock Option Plan of ICHOR Corporation. Incorporated by reference to the Definitive Schedule 14A of ICHOR Corporation filed July 9, 1996.
3	Purchase Agreement between ICHOR Corporation and Nazca Holdings Ltd. dated October 17, 1998. Incorporated by reference to the Form 8-K of ICHOR Corporation dated October 20, 1998.
4	Share Purchase Agreement between Logan International Corp. and MFC Merchant Bank S.A. dated January 4, 1999.
5	Share Purchase Agreement between Drummond Financial Corporation and MFC Merchant Bank S.A. dated January 4, 1999.

**SIGNATURE**

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

January 4, 1999  
(Date)

**MFC BANCORP LTD.**

By: /s/ Michael J. Smith

-----  
(Signature)

**Michael J. Smith, President**  
(Name and Title)

January 4, 1999  
(Date)

**MFC MERCHANT BANK S.A.**

By: /s/ Claudio Morandi

-----  
(Signature)

**Claudio Morandi, Director**  
(Name and Title)

January 4, 1999  
(Date)

**LOGAN INTERNATIONAL CORP.**

By: /s/ Michael J. Smith

-----  
(Signature)

**Michael J. Smith, Director**  
(Name and Title)

January 4, 1999  
(Date)

**DRUMMOND FINANCIAL CORPORATION**

By: /s/ Michael J. Smith

-----  
(Signature)

**Michael J. Smith, Director**  
(Name and Title)

**EXHIBIT INDEX**

Exhibit Number -----	Description -----
1	Joint Filing Agreement among MFC Bancorp Ltd., MFC Merchant Bank S.A., Logan International Corp. and Drummond Financial Corporation dated January 4, 1999.
2	Amended 1994 Stock Option Plan of ICHOR Corporation. Incorporated by reference to the Definitive Schedule 14A of ICHOR Corporation filed July 9, 1996.
3	Purchase Agreement between ICHOR Corporation and Nazca Holdings Ltd. dated October 17, 1998. Incorporated by reference to the Form 8-K of ICHOR Corporation dated October 20, 1998.
4	Share Purchase Agreement between Logan International Corp. and MFC Merchant Bank S.A. dated January 4, 1999.
5	Share Purchase Agreement between Drummond Financial Corporation and MFC Merchant Bank S.A. dated January 4, 1999.

**JOINT FILING AGREEMENT**

**THIS AGREEMENT dated the 4th day of January 1999.**

**WHEREAS:**

A. Logan International Corp. ("Logan") disposed of 2,500,000 shares of common stock of ICHOR Corporation ("ICHOR") beneficially held by it, Drummond Financial Corporation ("Drummond") disposed of 1,070,320 shares of common stock of ICHOR beneficially held by it, MFC Merchant Bank S.A. ("Merchant Bank") is the beneficial holder of 3,570,320 shares of common stock of ICHOR and MFC Bancorp Ltd. ("MFC") is the indirect beneficial holder of 3,570,320 shares of common stock and 402,500 shares of 5% Cumulative Redeemable Convertible Preferred Stock, Series 1 of ICHOR; and

B. Each of MFC, Merchant Bank, Logan and Drummond (each a "Filer" and collectively, the "Filers") are responsible for filing a Schedule 13D/A (the "Schedule 13D/A") relating to the acquisition or disposition of the shares of common stock of ICHOR, pursuant to U.S. securities laws;

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

1. Each Filer covenants and agrees that it is individually eligible to use the Schedule 13D/A which is to be filed;
2. Each Filer is individually responsible for the timely filing of any amendments to the Schedule 13D/A, and for the completeness and accuracy of the information concerning themselves, but is not responsible for the completeness and accuracy of any of the information contained in the Schedule 13D/A as to any other Filer, unless such Filer knows or has reason to believe that the information is inaccurate;
3. This Schedule 13D/A contains the required information with regard to each Filer and indicates that it is filed on behalf of all Filers; and
4. Each Filer agrees that the Schedule 13D/A to which this Joint Filing Agreement is attached as Exhibit 1 is filed on its behalf.

IN WITNESS WHEREOF the parties have duly executed this Joint Filing Agreement.

*MFC BANCORP LTD.*

By: */s/ Michael J. Smith*  
-----  
*Michael J. Smith, President*

*MFC MERCHANT BANK S.A.*

By: */s/ Claudio Morandi*  
-----  
*Claudio Morandi, Director*

*DRUMMOND FINANCIAL CORPORATION*

By: */s/ Michael J. Smith*  
-----  
*Michael J. Smith, Director*

*LOGAN INTERNATIONAL CORP.*

By: */s/ Michael J. Smith*  
-----  
*Michael J. Smith, Director*

**THIS AGREEMENT made as of the 4th day of January, 1999.**

**BETWEEN:**

LOGAN INTERNATIONAL CORP., a corporation organized pursuant to the laws of the State of Washington, having an office at Suite 1250, 400 Burrard Street, Vancouver, British Columbia, V6C 3A6,

("Logan")

**AND:**

MFC MERCHANT BANK S.A., a corporation organized pursuant to the laws of Switzerland, having an office at 6 Cours de Rive, 1211 Geneva 3, Switzerland,

("Merchant Bank")

**WHEREAS:**

A. Logan and Merchant Bank entered into an agreement as at December 31, 1998, whereby Logan sold to Merchant Bank and Merchant Bank purchased from Logan 2,500,000 shares of common stock (the "Purchased Shares") of ICHOR Corporation ("ICHOR"), and the parties hereby desire to reflect in writing their understanding of the terms and conditions of their agreement;

B. Shares of common stock of ICHOR, a corporation organized pursuant to the laws of the State of Delaware, are quoted for trading on the NASDAQ SmallCap Market ("NASDAQ"); and

C. ICHOR entered into an agreement (the "Nazca Agreement") with Nazca Holdings Ltd. ("NHL") dated October 20, 1998 to acquire all of the issued and outstanding shares of NHL held by eight shareholders (the "Vendors"), in consideration for which Logan entered into an agreement (the "Collateral Agreement") with the Vendors pursuant to which Logan agreed to transfer 1,400,435 shares of common stock of ICHOR (the "Committed Shares") to the Vendors, subject to certain conditions;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the mutual agreements and covenants herein contained, the parties hereto hereby covenant and agree as follows:

**Purchase of Shares**

1.1 Subject to the terms hereof, Logan hereby agrees to sell, assign and transfer to Merchant Bank and Merchant Bank hereby agrees to purchase from Logan all of the Purchased Shares.



1.2 The price payable by Merchant Bank for the Purchased Shares (the "Purchase Price") shall be 94% of the proceeds from the future sales by Merchant Bank of all or part of the Purchased Shares.

1.3 Merchant Bank shall complete the sale of all of the Purchased Shares on or before December 31, 2003.

1.4 The Purchase Price shall be paid to Logan at the principal office of Logan by way of certified cheque or bank draft within five (5) business days of each sale of the Purchased Shares by Merchant Bank.

1.5 In the event that the conditions to the transfer of the Committed Shares under the Collateral Agreement are not fulfilled on or before March 31, 1999, Merchant Bank shall sell the Committed Shares and pay the Purchase Price to Logan in accordance with the terms hereof.

**Covenants, Representations and Warranties**

Logan covenants, represents and warrants to Merchant Bank as at December 31, 1998, and acknowledges that Merchant Bank is relying upon such covenants, representations and warranties in purchasing the Purchased Shares, as follows:

- (a) Logan is a corporation duly incorporated and validly subsisting in all respects under the laws of the State of Washington and currently is in good standing with respect to all required filings with each governmental or regulatory or other authority having jurisdiction;
- (b) Logan is the legal and beneficial owner of, and has good and marketable title to, all of the Purchased Shares held by it, free and clear of any and all encumbrances, and such Purchased Shares are issued and outstanding as fully paid and non-assessable;
- (c) Logan caused the Purchased Shares held by it to be delivered to Merchant Bank free and clear of any mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances or demands, whatsoever;
- (d) Logan has taken all necessary or desirable actions, steps and corporate and other proceedings to validly approve and authorize the entering into, and the execution, delivery and performance of, this Agreement and the sale and transfer of the Purchased Shares to Merchant Bank, and the execution, delivery and performance of this Agreement, and the completion of the transactions contemplated hereby, will not constitute or result in a violation or breach of, or default under, the incorporation documents, by-laws or other constating documents of Logan, or the terms of any agreement or understanding or other obligation to which Logan is a party or by which Logan is bound; and

(e) this Agreement has been duly executed and delivered by Logan and constitutes valid and binding obligations enforceable against Logan in accordance with its terms.

Merchant Bank covenants, represents and warrants to Logan as at December 31, 1998, and acknowledges that Logan is relying upon such covenants, representations and warranties in selling the Purchased Shares, as follows:

(a) Merchant Bank is a corporation duly organized and validly subsisting in all respects under the laws of Switzerland and is in good standing with respect to all required filings with each governmental or regulatory or other authority having jurisdiction;

(b) Merchant Bank has taken all necessary or desirable actions, steps and corporate and other proceedings to validly approve and authorize the entering into, and the execution, delivery and performance of, this Agreement and the purchase of the Purchased Shares from Logan, and the execution, delivery and performance of this Agreement, and the completion of the transactions contemplated hereby, will not constitute or result in a violation or breach of, or default under, the incorporation documents, by-laws or other constating documents of Merchant Bank, or the terms of any agreement or understanding or other obligation to which Merchant Bank is a party or by which Merchant Bank is bound; and

(c) this Agreement has been duly executed and delivered by and on behalf of Merchant Bank and constitutes valid and binding obligations enforceable against Merchant Bank in accordance with its terms.

### **Closing**

At the closing of the transaction herein provided for on December 31, 1998, Logan delivered:

(a) definitive certificates for the Purchased Shares, duly registered as Merchant Bank requested; and

(b) such further documentation as Merchant Bank reasonably required in a form satisfactory to Merchant Bank.

Notwithstanding the date hereof, the transaction herein provided reflects the agreement of the parties as at December 31, 1998 and shall have economic effect as of such date.

All warranties, representations, covenants and agreements herein contained or contained in any document submitted pursuant to this Agreement and in connection with the transaction herein contemplated survives the purchase by Merchant Bank and sale by Logan of the Purchased Shares and continues in full force and effect for the benefit of Merchant Bank.

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, and time shall be of the essence hereof.

This Agreement constitutes the entire agreement between the parties and, except as stated herein and in the instruments and documents to be executed and delivered pursuant hereto, contains all of the representations, warranties, covenants and agreements of the respective parties hereto.

This Agreement may be executed in any number of counterparts or by facsimile, each of which shall together constitute one and the same instrument and shall together be deemed to be an original, notwithstanding that all of the parties are not signatory to the same counterpart or facsimile.

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

**MFC MERCHANT BANK S.A.**

*By: /s/ Claudio Morandi*  
-----

*Name: Claudio Morandi*  
-----

*Title: Director*  
-----

**LOGAN INTERNATIONAL CORP.**

*By: /s/ Michael J. Smith*  
-----

*Name: Michael J. Smith*  
-----

*Title: Director*  
-----

**THIS AGREEMENT made as of the 4th day of January, 1999.**

**BETWEEN:**

DRUMMOND FINANCIAL CORPORATION, a corporation organized pursuant to the laws of the State of Delaware, having an office at 6 Rue Charles-Bonnet, 1206 Geneva, Switzerland,

("Drummond")

**AND:**

MFC MERCHANT BANK S.A., a corporation organized pursuant to the laws of Switzerland, having an office at 6 Cours de Rive, 1211 Geneva 3, Switzerland,

("Merchant Bank")

**WHEREAS:**

A. Drummond and Merchant Bank entered into an agreement as at December 31, 1998, whereby Drummond sold to Merchant Bank and Merchant Bank purchased from Drummond 1,070,320 shares of common stock (the "Purchased Shares") of ICHOR Corporation ("ICHOR"), and the parties hereby desire to reflect in writing their understanding of the terms and conditions of their agreement;

B. Shares of common stock of ICHOR, a corporation organized pursuant to the laws of the State of Delaware, are quoted for trading on the NASDAQ SmallCap Market ("NASDAQ"); and

C. ICHOR entered into an agreement (the "Nazca Agreement") with Nazca Holdings Ltd. ("NHL") dated October 20, 1998 to acquire all of the issued and outstanding shares of NHL held by eight shareholders (the "Vendors"), in consideration for which Drummond entered into an agreement (the "Collateral Agreement") with the Vendors pursuant to which Drummond agreed to transfer 599,565 shares of common stock of ICHOR (the "Committed Shares") to the Vendors, subject to certain conditions;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the mutual agreements and covenants herein contained, the parties hereto hereby covenant and agree as follows:

**Purchase of Shares**

1.1 Subject to the terms hereof, Drummond hereby agrees to sell, assign and transfer to Merchant Bank and Merchant Bank hereby agrees to purchase from Drummond all of the Purchased Shares.

1.2 The price payable by Merchant Bank for the Purchased Shares (the "Purchase Price") shall be 94% of the proceeds from the future sales by Merchant Bank of all or part of the Purchased Shares.

1.3 Merchant Bank shall complete the sale of all of the Purchased Shares on or before December 31, 2003.

1.4 The Purchase Price shall be paid to Drummond at the principal office of Drummond by way of certified cheque or bank draft within five (5) business days of each sale of the Purchased Shares by Merchant Bank.

1.5 In the event that the conditions to the transfer of the Committed Shares under the Collateral Agreement are not fulfilled on or before March 31, 1999, Merchant Bank shall sell the Committed Shares and pay the Purchase Price to Drummond in accordance with the terms hereof.

**Covenants, Representations and Warranties**

Drummond covenants, represents and warrants to Merchant Bank as at December 31, 1998, and acknowledges that Merchant Bank is relying upon such covenants, representations and warranties in purchasing the Purchased Shares, as follows:

(a) Drummond is a corporation duly incorporated and validly subsisting in all respects under the laws of the State of Delaware and currently is in good standing with respect to all required filings with each governmental or regulatory or other authority having jurisdiction;

(b) Drummond is the legal and beneficial owner of, and has good and marketable title to, all of the Purchased Shares held by it, free and clear of any and all encumbrances, and such Purchased Shares are issued and outstanding as fully paid and non-assessable;

(c) Drummond caused the Purchased Shares held by it to be delivered to Merchant Bank free and clear of any mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances or demands, whatsoever;

(d) Drummond has taken all necessary or desirable actions, steps and corporate and other proceedings to validly approve and authorize the entering into, and the execution, delivery and performance of, this Agreement and the sale and transfer of the Purchased Shares to Merchant Bank, and the execution, delivery and performance of this Agreement, and the completion of the transactions contemplated hereby, will not constitute or result in a violation or breach of, or default under, the incorporation documents, by-laws or other constating documents of Drummond, or the terms of any agreement or understanding or other obligation to which Drummond is a party or by which Drummond is bound;

and

(e) this Agreement has been duly executed and delivered by Drummond and constitutes valid and binding obligations enforceable against Drummond in accordance with its terms.

Merchant Bank covenants, represents and warrants to Drummond as at December 31, 1998, and acknowledges that Drummond is relying upon such covenants, representations and warranties in selling the Purchased Shares, as follows:

(a) Merchant Bank is a corporation duly organized and validly subsisting in all respects under the laws of Switzerland and is in good standing with respect to all required filings with each governmental or regulatory or there authority having jurisdiction;

(b) Merchant Bank has taken all necessary or desirable actions, steps and corporate and other proceedings to validly approve and authorize the entering into, and the execution, delivery and performance of, this Agreement and the purchase of the Purchased Shares from Drummond, and the execution, delivery and performance of this Agreement, and the completion of the transactions contemplated hereby, will not constitute or result in a violation or breach of, or default under, the incorporation documents, by-laws or other constating documents of Merchant Bank, or the terms of any agreement or understanding or other obligation to which Merchant Bank is a party or by which Merchant Bank is bound; and

(c) this Agreement has been duly executed and delivered by and on behalf of Merchant Bank and constitutes valid and binding obligations enforceable against Merchant Bank in accordance with its terms.

### **Closing**

At the closing of the transaction herein provided for on December 31, 1998, Drummond delivered:

(a) definitive certificates for the Purchased Shares, duly registered as Merchant Bank requested; and

(b) such further documentation as Merchant Bank reasonably required in a form satisfactory to Merchant Bank.

Notwithstanding the date hereof, the transaction herein provided reflects the agreement of the parties as at December 31, 1998 and shall have economic effect as of such date.

All warranties, representations, covenants and agreements herein contained or contained in any document submitted pursuant to this Agreement and in connection with the transaction herein contemplated survives the purchase by Merchant Bank and sale by Drummond of the Purchased Shares and continues in full force and effect for the benefit of Merchant Bank.

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, and time shall be of the essence hereof.

This Agreement constitutes the entire agreement between the parties and, except as stated herein and in the instruments and documents to be executed and delivered pursuant hereto, contains all of the representations, warranties, covenants and agreements of the respective parties hereto.

This Agreement may be executed in any number of counterparts or by facsimile, each of which shall together constitute one and the same instrument and shall together be deemed to be an original, notwithstanding that all of the parties are not signatory to the same counterpart or facsimile.

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

**MFC MERCHANT BANK S.A.**

By: /s/ Claudio Morandi  
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Name: Claudio Morandi  
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Title: Director  
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**DRUMMOND FINANCIAL CORPORATION**

By: /s/ Michael J. Smith  
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Name: Michael J. Smith  
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Title: Director  
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**End of Filing**



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