

MYMETICS CORP

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

Filed 1/3/2002

Address	EUROPEAN EXECUTIVE OFFICE 14, RUE DE LA COLOMBIERE NYON, CH-1260
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Industry	Biotechnology & Drugs
Sector	Healthcare
Fiscal Year	12/31

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

**SCHEDULE 13D/A
(AMENDMENT NO. 10)**

Under the Securities Exchange Act of 1934

MYMETICS CORPORATION
(Name of Issuer)

Common Stock, \$0.01 Par Value
(Title of Class of Securities)

693286 10 6
(CUSIP Number)

Michael J. Smith
17 Dame Street, Dublin 2, Ireland
Telephone (3531) 679 1688
(Name, Address and Telephone Number of Person Authorized to Receive Notices
and Communications)

December 21, 2001
(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 [].

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 WC, OO AND AF

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-		-----
ficially	(8) Shared Voting Power	5,089,066
Owned by		-----
Each Reporting	(9) Sole Dispositive Power	0
Person		-----
With	(10) Shared Dispositive Power	5,089,066

11) Aggregate Amount Beneficially Owned by Each Reporting Person 5,089,066

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

13) Percent of Class Represented by Amount in Row (11) 9.98%

14) Type of Reporting Person CO

CUSIP No. 693286 10 6

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

MFC MERCHANT BANK S.A.

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

(a) []
(b) [X]

3) SEC Use Only

4) Source of Funds WC AND OO

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

6) Citizenship or Place of Organization SWITZERLAND

Number of	(7) Sole Voting Power	0
Shares Bene-		-----
ficially	(8) Shared Voting Power	5,089,066
Owned by		-----
Each Reporting	(9) Sole Dispositive Power	0
Person		-----
With	(10) Shared Dispositive Power	5,089,066

11) Aggregate Amount Beneficially Owned by Each Reporting Person 5,089,066

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

13) Percent of Class Represented by Amount in Row (11) 9.98%

14) Type of Reporting Person CO

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

SUTTON PARK INTERNATIONAL LTD.

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

(a) []
(b) [X]

3) SEC Use Only

4) Source of Funds WC AND OO

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

6) Citizenship or Place of Organization BRITISH VIRGIN ISLANDS

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		

11) Aggregate Amount Beneficially Owned by Each Reporting Person 0

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

This Schedule 13D/A - Amendment No. 10 (the "Amendment No. 10") amends the Schedule 13D/A of MFC Bancorp Ltd. ("MFC") dated June 20, 2001, the Schedule 13D/A of MFC Merchant Bank S.A. ("Merchant Bank") dated June 20, 2001 and the Schedule 13D/A of Sutton Park International Ltd. ("Sutton Park") dated June 20, 2001 (collectively, the "Prior Filings") and is filed to report a change in the beneficial ownership of securities of Mymetics Corporation ("Mymetics").

ITEM 1. SECURITY AND ISSUER.

This statement relates to the shares of common stock with a \$0.01 par value each of Mymetics, a Delaware corporation, having its principal executive offices at 50-52 AV du Chanoine Cartellier, 69230 Saint-Genis Laval, France.

ITEM 2. IDENTITY AND BACKGROUND.

This statement is filed on behalf of MFC, Merchant Bank and Sutton Park. MFC operates in the financial services business and has an office address at 17 Dame Street, Dublin 2, Ireland. Merchant Bank is a wholly-owned subsidiary of MFC that operates in the banking and financial services business and has an office address at 6, Cours de Rive, Geneva 3, Switzerland 1211. Sutton Park is a wholly-owned subsidiary of MFC that operates in the merchant banking business and has a registered office at P.O. Box 146, Road Town, Tortola, British Virgin Islands. See Item 6 on pages 2, 3 and 4 of this Amendment No. 10 for the jurisdictions of organization of MFC, Merchant Bank and Sutton Park, respectively.

The executive officers and directors of MFC, Merchant Bank and Sutton Park remain unchanged since the Prior Filings except that Julius Mallin is no longer a director of MFC.

During the last five years, MFC, Merchant Bank and Sutton Park have not been, nor to the knowledge of MFC, Merchant Bank and Sutton Park, 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 and Sutton Park have executed a joint filing agreement consenting to the joint filing of this Amendment No. 10. Such agreement is filed as Exhibit 1 to this Amendment No. 10 and is incorporated herein by reference.

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

On December 27, 2001, Merchant Bank exercised 3,250,000 share purchase warrants at an exercise price of euro 0.29 each to acquire 3,250,000 shares of common stock of Mymetics. The exercise

price was paid from working capital. Merchant Bank also acquired 26,775 share purchase warrants with an exercise price of euro 0.29 each to acquire a like amount of common stock of Mymetics.

Effective October 12, 2001, MFC acquired, through subsidiaries, 53% of the common stock of Pine Resources Corporation ("Pine"). As at October 12, 2001, Pine owned 1,671,267 shares of common stock of Mymetics.

On October 19, 2001, Sutton Park purchased 160,000 shares of common stock of Mymetics for \$2.50 per share which was paid for from working capital. On November 14, 2001, Sutton Park transferred 400,000 shares of common stock of Mymetics to CVD Financial Corporation ("CVD"), an indirect subsidiary of MFC, at a price of \$2.15 per share.

On December 20, 2001, MFC purchased 16,208 shares of Mymetics common stock for a price of \$2.50 per share. On December 21, 2001, MFC acquired an aggregate of 5,798,647 shares of common stock of Mymetics at a price of \$2.50 per share, which was paid from working capital, from its subsidiaries in the following amounts: 400,000 shares from CVD, 2,757,060 shares from Sutton Park, 1,671,267 shares from Pine and 970,320 shares from Merchant Bank. Also on December 21, 2001, MFC received from Merchant Bank a dividend in kind comprised of 3,201,438 shares of common stock of Mymetics.

On December 17, 2001, MFC declared a dividend in kind (the "Special Dividend") to its shareholders consisting of 9,016,293 shares of common stock of Mymetics. The Special Dividend will be distributed pro rata among the shareholders of MFC on the basis of 0.6 common shares of Mymetics for each common share of MFC held by its shareholders. Fractional interests will be rounded off. The record date for the Special Dividend is December 31, 2001 and the ex-dividend date and payment date will be the day after all conditions to the distribution of the Special Dividend have been satisfied which conditions include obtaining certain regulatory approvals and receipts. On December 21, 2001, MFC caused the shares consisting of the Special Dividend to be transferred to a special purpose trust to be held by trustees for distribution to MFC's shareholders pursuant to a trust settlement (the "Trust Settlement").

On December 31, 2001, Merchant Bank surrendered 800,000 share purchase warrants, representing rights to acquire 800,000 shares of common stock of Mymetics, to the treasury of Mymetics for cancellation.

ITEM 4. PURPOSE OF TRANSACTION.

MFC acquired the shares of common stock of Mymetics from Sutton Park, Pine, Merchant Bank, CVD and in the market in order to effect the Special Dividend to MFC's shareholders.

Merchant Bank acquired the shares of common stock of Mymetics upon the exercise of the 3,250,000 share purchase warrants for investment purposes. MFC, Merchant Bank and Sutton Park reserve the right to make additional purchases of shares of common stock of Mymetics on the open

market, in private transactions and from treasury. Except as otherwise disclosed, neither MFC, Merchant Bank and Sutton Park, nor, to the knowledge of MFC, Merchant Bank and Sutton Park, any of their directors or executive officers, have any present intention or understandings to effect any of the transactions listed in Item 4(a)-(j) of Regulation 13D.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

Merchant Bank directly beneficially owns 3,383,333 shares of common stock of Mymetics and share purchase warrants entitling it to acquire an additional 1,705,733 shares of common stock of Mymetics. Merchant Bank shares voting and dispositive power over these securities with MFC. These securities represent in aggregate approximately 9.98% of the outstanding common stock of Mymetics on a diluted basis.

Sutton Park directly beneficially owns no shares of common stock of Mymetics.

MFC indirectly beneficially owns, through Merchant Bank, 3,383,333 shares of common stock of Mymetics and share purchase warrants entitling it to acquire an additional 1,705,733 shares of common stock of Mymetics. MFC shares voting and dispositive power over these securities with Merchant Bank. These securities represent in aggregate approximately 9.98% of the outstanding common stock of Mymetics on a diluted basis.

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

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

MFC transferred its shares of common stock of Mymetics making up the Special Dividend to a trust to be held by trustees for distribution to MFC's shareholders pursuant to the Trust Settlement. The Trust Settlement is filed as Exhibit 2 to this Amendment No. 10 and 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. and Sutton Park International Ltd. dated January 3, 2002.
2	Trust Settlement among MFC Bancorp Ltd., Michael J. Smith, Sok Chu Kim and Oq-Hyun Chin dated December 21, 2001.

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 3, 2002
(Date)

MFC BANCORP LTD.

By: /s/ Michael J. Smith

(Signature)

Michael J. Smith, President
(Name and Title)

January 3, 2002
(Date)

MFC MERCHANT BANK S.A.

By: /s/ Claudio Morandi

(Signature)

Claudio Morandi, President
(Name and Title)

By: /s/ Peter Hediger

(Signature)

Peter Hediger, Vice President
(Name and Title)

January 3, 2002
(Date)

SUTTON PARK INTERNATIONAL LTD.

By: /s/ Michael J. Smith

(Signature)

Michael J. Smith, Director
(Name and Title)

EXHIBIT INDEX

Exhibit Number	Description
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2	Trust Settlement among MFC Bancorp Ltd., Michael J. Smith, Sok Chu Kim and Oq-Hyun Chin dated December 21, 2001.

EXHIBIT 1

JOINT FILING AGREEMENT

THIS AGREEMENT dated the 3rd day of January, 2002.

WHEREAS:

A. Since their latest filings on Schedule 13D, MFC Bancorp Ltd. ("MFC"), MFC Merchant Bank S.A. ("Merchant Bank"), a wholly-owned subsidiary of MFC, and Sutton Park International Ltd. ("Sutton Park"), a wholly owned subsidiary of MFC, effected transactions in securities of Mymetics Corporation ("Mymetics"); and

B. MFC, Merchant Bank and Sutton Park (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 Mymetics, 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 the 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 the 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, President

By: /s/ Peter Hediger

Peter Hediger, Vice President

SUTTON PARK INTERNATIONAL LTD.

By: /s/ Michael J. Smith

Michael J. Smith, Director

EXHIBIT 2

DIVIDEND TRUST SETTLEMENT

THIS SETTLEMENT is made as of the 21st day of December, 2001,

BETWEEN:

MFC BANCORP LTD., a corporation organized under the laws of the Yukon Territory, having an address at 17 Dame Street, Dublin 2, Ireland

(hereinafter called the "Settlor")

OF THE FIRST PART

AND:

THE DIVIDEND TRUST COMMITTEE OF THE BOARD OF

DIRECTORS OF MFC BANCORP LTD., who have executed this Dividend Trust Settlement as Trustees hereof

(hereinafter called the "Original Trustees")

OF THE SECOND PART

WHEREAS:

A. The Settlor being desirous of making such irrevocable settlement as is hereinafter set forth has paid to the Original Trustees or otherwise placed under their control the sum of U.S. \$100.00 (One Hundred U.S. Dollars); and

B. It is contemplated that further property may have to be deposited with or placed under the control of the Trustees (as hereinafter defined) to be held by them upon the trusts of this Settlement (as hereinafter defined).

NOW THIS INSTRUMENT WITNESSETH as follows:

1. In this Settlement, the following expressions shall have the following meanings:

(a) "Beneficiaries" means the registered holders of common shares of the Settlor as at the close of trading on the Record Date and such Persons who become or continue to be registered holders of common shares of the Settlor, from time to time, after the Record Date but before the close of trading on the Ex-Dividend Date. After the Ex-Dividend Date the Beneficiaries shall be comprised solely of those Persons that were the registered holders of common shares of the Settlor as at the close of trading on the Ex-Dividend Date;

(b) "close of trading", on any day, means the regular time of the close of trading of the Mymetics common shares through the NASD OTC Bulletin Board, being 4:00 p.m. eastern time;

(c) "Distribution Event" means either:

(i) the receipt by the Trustees of an exemption order or orders in a form or forms satisfactory to the Trustees, sufficient to allow the distribution of the Special Dividend to the Beneficiaries resident in Canada; or

(ii) receipt by the Trustees of a legal opinion, in a form satisfactory to the Trustees, providing that the Special Dividend may be distributed to the Beneficiaries resident in Canada,

together with the occurrence of any of the following:

(iii) receipt by the Trustees of confirmation of filing and acceptance of the Registration Statement in a form satisfactory to the Trustees and sufficient to allow the distribution of the Special Dividend to the Beneficiaries resident in the United States;

(iv) receipt by the Trustees of a copy of a "no action letter", in a form satisfactory to the Trustees, allowing for the distribution of the Special Dividend to the Beneficiaries resident in the United States; or

(v) receipt by the Trustees of a legal opinion, in a form satisfactory to the Trustees, providing that the Special Dividend may be distributed to the Beneficiaries resident in the United States;

(d) "Ex-Dividend Date" means the ex-dividend date determined or to be determined by the Settlor in respect of the Special Dividend, in accordance with regulatory requirements;

(e) "Mymetics" means Mymetics Corporation, a Delaware corporation having an address at 50 - 52 Avenue Chanoine Cartellier, 69230 Saint-Genis, Laval, France;

(f) "Person" means any individual, sole proprietorship, corporation, partnership, bank, joint venture, trust, unincorporated association, association, institution or other entity;

(g) "Record Date" means December 31, 2001;

(h) "Registration Statement" means a registration statement to be filed with the SEC, in the appropriate form, relating to the registration for distribution of the Special Dividend in the United States;

(i) "SEC" means the United States Securities and Exchange Commission;

(j) "Settlement" means the trust settlement evidenced by this instrument, as amended, supplemented and restated from time to time;

(k) "Shares" means 9,016,293 common shares of Mymetics;

(l) "Special Dividend" means a dividend in kind declared or to be declared by the Settlor, pursuant to which the Settlor shall dividend the Shares to the Beneficiaries, pro rata to their shareholdings in the Settlor as at the Ex-Dividend Date;

(m) "Trust Fund" means and includes::

(i) the said sum of U.S. \$100.00 (One Hundred U.S. Dollars) referenced in Recital A to this Settlement;

(ii) the Shares and all accretions and additions thereto; and

(iii) the investments, securities, property and cash, from time to time, representing the said sum and the Shares and all accretions and additions thereto;

(n) "Trustees" means the Original Trustees or other trustee or trustees so acting hereunder, from time to time; and

(o) "Vesting Date" means the date that occurs upon the expiry of the period of 5 years from the date of this Settlement;

2. This Settlement is established under the laws of British Columbia, Canada and the rights of all parties and the construction and effect of each and every provision hereof shall be subject to the exclusive jurisdiction of and construed and regulated only according to the laws of British Columbia and the laws of Canada applicable therein notwithstanding that any one or more of the Trustees may, from time to time, be resident or domiciled elsewhere than in British Columbia, Canada.

3. The Trustees shall stand possessed of the Trust Fund, upon trust, to retain the same in its existing form and for the following purposes:

(a) upon the occurrence of a Distribution Event, to distribute the Shares to the Beneficiaries, pro rata to their respective holdings of registered shares of the Settlor, as constituted at the close of trading on the Ex-Dividend Date, subject to any withholdings, adjustments or remittances that may be required to be effected by the Trustees in respect of taxes payable in Canada or the United States, in accordance with the terms of this Settlement; and

(b) if a Distribution Event has not occurred on or before December 20, 2002, to sell, call in or convert the Shares to cash on December 23, 2002 in a prudent fashion and, upon completion thereof, to distribute the net proceeds thereof to the Beneficiaries, pro rata to their respective holdings of registered shares of the Settlor, as constituted at the close of trading on the Ex-Dividend Date, subject to any withholdings, adjustments or remittances that may be required to be effected by the Trustees in respect of taxes payable in Canada or the United States, in accordance with the terms of this Settlement.

4. The Trustees shall stand possessed of the Trust Fund and all accretions and additions thereto, upon the trusts and with and subject to the powers and provisions hereinafter declared and contained concerning the same.

5. The Trustees shall hold the capital and income, if any, of the Trust Fund upon trust for the Beneficiaries.

6. The Trustees shall, until the Vesting Date or the occurrence of a Distribution Event and the completion of the Special Dividend, accumulate the entire income of the Trust Fund, if any, arising between the date hereof and the said date, by holding the same in the form received, provided that any amounts received in cash shall be deposited to an interest-bearing cash account.

7. Subject to the trusts hereinbefore contained, the Trustees shall stand possessed of the Trust Fund on the Vesting Date upon trust for the Beneficiaries.

8. On the Vesting Date, or upon the failure of the trust established by this Settlement, for any reason, prior to the Vesting Date, the Trustees shall, on such date, sell, in a prudent fashion, all assets comprising the Trust Fund not comprised of cash, including the Shares, or shall convert all such assets, including the Shares, into cash, and, upon completion thereof, shall distribute the net proceeds thereof to the Beneficiaries pro rata to their respective holdings of registered shares of the Settlor, as constituted at the close of trading on the Ex-Dividend Date. The parties hereto acknowledge and agree that no assets constituting the Trust Fund may, under any circumstances, revert to the Settlor.

9. The Trustees shall execute all documents and do all things as may be necessary or desirable, to facilitate the completion, filing and acceptance by the SEC of the Registration Statement and the implementation thereof including, without limitation, voting or causing to be voted the Shares in favour of any act, deed or approval necessary or desirable to be done or made by Mymetics in connection with the completion, execution, filing or effectiveness of the Registration Statement;

10. It is hereby expressly declared that the Trustees may, at any time, and from time to time, before the Vesting Date, exercise the powers hereinafter contained, and, without limitation:

(a) the Trustees may take the opinion of legal counsel, at the expense of the Settlor, concerning any difference arising under this Settlement or on any matter, in any way, relating to the Trust Fund or to their duties in connection with the Settlement and in all such matters they may act in accordance with the opinion of counsel or not, at their complete discretion, and without being responsible for any loss occasioned by reason of their having acted or failed to act upon any such opinion; and

(b) the Trustees may keep the whole, or any part, of the trust property within or without the jurisdiction of British Columbia.

11. The Trustees shall not, under any circumstances, exercise any voting rights appertaining to the Shares or any additional Mymetics shares acquired by the Trustees, from time to time, by way of a dividend or distribution in kind or specie from Mymetics with the exception that the Trustee shall cause the Shares or additional Mymetics shares, to the extent necessary or desirable, to be voted in favour of any act or deed required to be completed in connection with the Registration Statement, including, without limitation, any act, deed or approval necessary or desirable to be done or made by Mymetics in connection with the completion, execution, filing or effectiveness of the Registration Statement, all at the expense of the Settlor, and the Settlor hereby agrees to indemnify the Trustees in respect thereof.

12. The Trustees may employ any agent or agents, at the expense of the Settlor, (being a person, firm or corporation) to transact all or any business of whatsoever nature required to be done pursuant to this Settlement including, without limitation, in respect of the distribution of the Shares to the Beneficiaries in accordance with the Special Dividend, and the Trustees shall be entitled to be allowed and paid all charges and expenses so incurred and shall not be responsible for the default of any such agent or agents or any loss occasioned by the employment of such agent or agents, and the Settlor hereby agrees to indemnify the Trustees in respect thereof.

13. The Trustees may without being liable for any consequential loss, deposit the Shares held by them as trustees with any Person in any part of the world, including, without limitation, with any banker, investment banker or broker, for safe custody or receipt of dividends, at the expense of the Settlor, and the Settlor shall indemnify the Trustees in respect thereof.

14. The Trust Fund may be held in the name or names of any one or more of the Trustees and the Trustees shall have the right to vest any assets forming part of the Trust Fund in a stakeholder or in an agent or nominee or nominees, manager or managers anywhere in the world on behalf of the Trustees at the expense of the Settlor, upon such terms as the Trustees may deem reasonable without being liable for any loss incurred in consequence of any such action, provided that no such assets will be vested or entrusted to the Settlor, and the Settlor shall indemnify the Trustees in respect thereof.

15. (a) The Trustees hereof shall consist of the Persons comprising the Dividend Trust Committee of the board of directors of the Settlor (the "Committee") who are so willing to act and the number of Trustees shall be equal to the number of members of the Committee. If any of the members of the Committee refuse to act as a Trustee hereunder, the number of Trustees shall be reduced by the number of Committee members so refusing to act, and shall be increased, from time to time, upon any member of the Committee not previously a Trustee, consenting to so act.

(b) Subject to consultation between the Trustees, as hereinafter provided in this clause, all or any of the powers, discretions, and authorities hereby or by law, given to or vested in the Trustees may, at any time or times be exercised by a majority in point of number of the Trustees without the concurrence of the other or others of them and so that every exercise of such powers, discretions, or authorities as aforesaid, by a majority of the Trustees, for the time being hereof, shall be valid and binding upon all persons interested hereunder in all respects as if all the Trustees had concurred therein but so that no Trustee shall be liable for any act or thing done or omitted in the execution of the trusts of this Settlement without his knowledge and actual concurrence.

Provided always that:

(i) prior to the execution by a majority of the Trustees of any powers, discretions, or authorities hereunder, there shall be consultation between all the Trustees either personally or in writing by letter, facsimile, or cable;

(ii) such prior consultation shall not be necessary with regard to any Trustee with whom the other Trustees shall declare in writing that, in their opinion, it is impossible or inexpedient to communicate;

(iii) consultation with any attorney duly appointed by a Trustee shall, as far as the donor of the power of attorney is concerned, be deemed for all purposes to be consultation with that Trustee;

16. (a) Subject to section 15(a) hereof, if any Trustee hereof, whether original, additional, or substituted, shall die or shall give notice of his or her desire to withdraw and be discharged from the trusts hereof under the provisions of subclause (b) of this clause or shall refuse or become unfit to act then the Settlor, failing whom the surviving or continuing Trustees or if there are no such, then the Trustee or Trustees desiring to be discharged and failing them the personal representatives of the last surviving Trustee (if any) may, by document in writing or by instrument, appoint one or more

other

persons to be a Trustee or Trustees hereof in place of the Trustee or Trustees deceased, desiring to withdraw and be discharged, refusing, or becoming unfit to act.

(b) If any Trustee hereof other than a sole Trustee shall at any time desire to withdraw and be discharged from the trusts hereof, he or it may do so by notice in writing, signed personally by himself and upon the posting or personal delivery of such notice, the Trustee so doing shall cease to be a Trustee hereof to all intents and purposes except as to acts and deeds necessary for the proper vesting of the trust property in the continuing or new Trustee or Trustees or otherwise, as the case may require, and a sole Trustee may withdraw and be discharged as aforesaid but only so as to take effect on the appointment of a new Trustee or Trustees under the provisions of the previous subclause.

(c) The persons in subclause (a) of this clause, mentioned in like order of priority, may, by document in writing or by instrument, appoint one or more other persons to be an additional or new Trustee or Trustees hereof, subject however to the proviso contained in the said subclause (a).

(d) Acts and deeds done or executed for the proper vesting of the trust property in new or additional Trustees, shall be done and executed by the continuing or retiring Trustee or Trustees, at the expense of the Settlor, and the Settlor shall indemnify the Trustees in respect thereof.

(e) Any person dealing with the Trustees of this Settlement may rely upon a copy of these presents certified before a notary public by the Trustees or by their attorney-at-law, advocates or solicitors, as the case may be, to the extent as he might rely upon the original.

17. This Settlement may be amended only with the consent of the Beneficiaries holding a majority of the common shares of the Settlor held by the Beneficiaries, excluding from any vote in respect thereof, to the extent such Persons would otherwise be entitled to vote, the Settlor, its affiliates and agents. Notwithstanding the foregoing, the Company and the Trustees may amend or supplement this Settlement to cure any ambiguity, defect or inconsistency, provided that any such amendment does not adversely affect the interests of the Beneficiaries hereunder.

18. The Trustees shall, upon the happening of a Distribution Event, in conjunction with the distribution of the Special Dividend, sell a portion of the Shares allocated for distribution to any Beneficiary, in respect of which the Trustee is required to withhold monies on a account of taxes, in an amount sufficient to satisfy such obligation and shall remit the proceeds thereof in accordance with and as may be required by applicable law.

19. In respect of a distribution of proceeds in accordance with Section 3(b) of this Settlement, or any distribution hereunder, the Trustees shall withhold such amounts as may be required on account of taxes in respect thereof and shall remit such amounts in accordance with and as may be required by applicable law.

20. In the execution of the trusts and powers hereof, no Trustee shall be liable for any loss to the Trust Fund arising in consequence of any failure, depreciation, or loss made in good faith or by reason of any mistake or omission made in good faith or any other matter or thing except willful and individual fraud or wrongdoing on the part of the trustee who is sought to be made liable.

21. The Settlor hereby covenants and agrees to indemnify and save harmless each Trustee from and against any and all charges and claims of every nature and kind whatsoever which may be brought or made by any Person against such Trustees in consequence of their being Trustees hereunder or that arise out of or are in any way connected with the exercise of the Trustees' duties in connection with the Dividend Trust

Settlement, including any costs, damages, expenses (including legal fees and disbursements on a full indemnity basis), fines, liabilities, penalties (statutory and otherwise) and losses which a Trustee may sustain, incur or be liable for as a consequence of acting as a Trustee, whether sustained or incurred by reason of negligence, default, breach of duty, breach of trust, failure to exercise due diligence or otherwise in relation to the exercise of the Trustees' duties hereunder.

22. Notwithstanding anything hereinbefore contained, nothing herein shall be construed as permitting the exercise of any power or discretion hereunder after the Vesting Date.

23. This Settlement shall be known as the "Dividend Trust Settlement".

24. This Settlement and the dispositions hereby made are intended to be and are irrevocable.

IN WITNESS WHEREOF the Settlor and the Original Trustee have each executed this Settlement as of the day and year first written above.

MFC BANCORP LTD.

By: /s/ Roy Zanatta

Name: Roy Zanatta

Title: Secretary and Director

SIGNED, SEALED and DELIVERED by)
MICHAEL J. SMITH in the presence of:)
)
/s/ Melissa Cannon)

/s/ Michael J. Smith

-----) ----- Signature) MICHAEL J. SMITH Suite 1620 - 400 Burrard Street) -----
-----) Address) Vancouver, British Columbia V6C 3A6) -----) Executive Assistant) -----
-----) Occupation)

SIGNED, SEALED and DELIVERED by)
SOK CHU KIM in the presence of:)
)
) /s/ Sok Chu Kim

-----) ----- Signature) SOK CHU KIM) -----) Address) -----
-----)) -----)

Occupation)

SIGNED, SEALED and DELIVERED by)
OQ-HYUN CHIN in the presence of:)
)
) /s/ Oq-Hyun Chin
-----) -----
Signature) OQ-HYUN CHIN
)

-----) Address)) -----) Occupation)

End of Filing

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