

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

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. _____)*

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|--|
| TRIMAINE HOLDINGS, INC. |
| (Name of Issuer) |
| Common Stock, \$0.01 Par Value |
| (Title of Class of Securities) |
| 54100P 10 0 |
| (CUSIP Number) |
| Michael J. Smith MFC Bancorp Ltd. 8th Floor, Dina House, Ruttonjee Centre, 11 Duddell Street, Central, Hong Kong SAR, China Telephone (852) 2537-3613 |
| (Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications) |
| October 28, 2004 |
| (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 sections 240.13d-1(3), 240.13d-1(f) or 240.13d-1(g), check the following box. []

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See section 240.13d-7 for other parties to whom copies are to be sent.

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

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

CUSIP No. 54100P 10 0

| |
|--|
| 1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only). |
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|------------------|
| MFC BANCORP LTD. |
|------------------|

| |
|---|
| 2. Check the Appropriate Box if a Member of a Group (See Instructions) (a) [X] |
|---|

(b) []

3. SEC Use Only

4. Source of Funds (See Instructions): OO

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
Shares
Beneficially
Owned by
Each
Reporting
Person With

7. Sole Voting Power 12,648,908 Common Stock ⁽¹⁾
60,000 Preferred Stock ⁽¹⁾

8. Shared Voting Power 0

9. Sole Dispositive Power 12,648,908 Common Stock ⁽¹⁾
60,000 Preferred Stock ⁽¹⁾

10. Shared Dispositive Power 0

11. Aggregate Amount Beneficially Owned by Each Reporting Person 12,648,908 Common Stock ⁽¹⁾
60,000 Preferred Stock ⁽¹⁾

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) []

13. Percent of Class Represented by Amount in Row (11) 83% of Common Stock ⁽¹⁾
100% of Preferred Stock ⁽¹⁾

14. Type of Reporting Person (See Instructions): CO

⁽¹⁾ Held by New Image Investment Company Limited, a corporation organized under the laws of Washington State and wholly owned by MFC Bancorp Ltd. directly and through MFC Bancorp Ltd.'s subsidiaries, Sutton Park International Limited and CVD Financial Corporation.

CUSIP No. Not Applicable

1. Names of Reporting Persons.
I.R.S. Identification Nos. of above persons (entities only).

NEW IMAGE INVESTMENT COMPANY LIMITED

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a) [X]

(b) []

3. SEC Use Only

4. Source of Funds (See Instructions): OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e): []

6. Citizenship or Place of Organization: Washington State

Number of

7. Sole Voting Power 12,648,908 Common Stock

| | |
|--|---|
| Shares Beneficially Owned by Each Reporting Person With | 60,000 Preferred Stock |
| | 8. Shared Voting Power 0 |
| | 9. Sole Dispositive Power 12,648,908 Common Stock 60,000 Preferred Stock |
| | 10. Shared Dispositive Power 0 |
| 11. Aggregate Amount Beneficially Owned by Each Reporting Person 12,648,908 Common Stock 60,000 Preferred Stock | |
| 12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [] | |
| 13. Percent of Class Represented by Amount in Row (11) 83% of Common Stock 100% of Preferred Stock | |
| 14. Type of Reporting Person (See Instructions): CO | |

Item 1. Security And Issuer

This Statement relates to shares of Common stock, \$0.01 par value (the "Common Shares") of TriMaine Holdings, Inc. (the "Issuer"). Series B Preferred stock (the "Preferred Shares") of the Issuer is also mentioned in this Statement.

The principal executive offices of the Issuer are located at 8th Floor, Dina House, Ruttonjee Centre, 11 Duddell Street, Central, Hong Kong SAR, China.

Item 2. Identity And Background

This statement is filed on behalf of MFC Bancorp Ltd. ("MFC") and its wholly-owned subsidiary, New Image Investment Company Limited ("New Image"), which MFC owns directly and through Sutton Park International Limited.

The following table lists the names, citizenship, principal residence or business addresses and principal occupations of the executive officers and directors of MFC and New Image.

| Name | Citizenship | Residence or Business Address | Principal Occupation |
|-----------------------|-------------|---|---|
| Michael J. Smith | British | 25 Grande Parade, Flat 8 Eastbourne East Sussex, UK BN21 3BB | Director, President, Chief Executive Officer and Secretary of MFC Bancorp and New Image |
| Dr. Stefan Feuerstein | German | Charlottenstrasse 57 D-10117 Berlin, German | Managing Director of the Industrial Investment Counsel of the New German States |
| Silke Brossmann | German | Sudetenstrasse 3 63110 Rodgau, Hesse Germany | Independent Management Consultant |
| Shuming Zhao | Chinese | 22 Hankou Road Nanjing, 210093 | Professor and Dean of the School of Business, |

| | | | |
|-------------------|---------|--|---|
| | | P.R. China | Nanjing University and the Dean of the School of Graduate Studies, Macao University of Science and Technology |
| Dr. Kelvin K. Yao | Chinese | 88 Jie Fang Road Hangzhou, 310009 P.R. China | Professor and the Chief Executive Officer of the Eye Center and Institute of Ophthalmology, Zhejiang University |

MFC operates in the financial services segment and has an address at 8th Floor, Dina House, Ruttonjee Centre, 11 Duddell Street, Central, Hong Kong SAR, China. New Image is a holding company wholly-owned by MFC and has an address at 8th Floor, Dina House, Ruttonjee Centre, 11 Duddell Street, Central, Hong Kong SAR, China.

During the last five years, neither of MFC nor New Image or, to their knowledge, any of their respective officers or directors, have been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

During the last five years, neither of MFC nor New Image or, to their knowledge, any of their respective officers or directors, have 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 is organized under the laws of the Yukon Territory, Canada. New Image is organized under the laws of Washington State.

Item 3. Source and Amount of Funds or Other Consideration

Pursuant to a Share Purchase Agreement dated October 20, 2004 between MFC and New Image, a Share Purchase Agreement dated October 20, 2004 between Sutton Park International Limited ("Sutton Park") and New Image, and a Share Purchase Agreement dated October 20, 2004 between CVD Financial Corporation ("CVD") and New Image, in an intercorporate group share exchange, the Common and Preferred Shares in the Issuer were transferred to New Image for shares in the Common stock of New Image.

Item 4. Purpose of Transaction

The intercorporate group transfers of the Common Shares and the Preferred Shares from MFC, Sutton Park and CVD to New Image was a reorganization of MFC's direct and indirect holdings in the Issuer into MFC's wholly-owned subsidiary, New Image. Pursuant to the Share Purchase Agreement dated October 20, 2004 between MFC and New Image, the Share Purchase Agreement dated October 20, 2004 between Sutton Park and New Image, and the Share Purchase Agreement dated October 20, 2004 between CVD and New Image, the Common Shares and the Preferred Shares in the Issuer were transferred to New Image for shares in the Common stock of New Image in an intercorporate group share exchange.

MFC and New Image have acquired the shares of the Issuer for investment purposes. At this time, neither MFC nor New Image nor, to the knowledge of MFC or New Image, any of their directors or executive officers, have the intention of acquiring additional shares of the Issuer, although MFC and New Image reserve the right to make additional purchases on the open market, in private transactions and from treasury. Neither MFC nor New Image nor, to the knowledge of MFC or New Image, any of their directors or executive officers, have any plans or proposals to effect any of the transactions listed in Item 4(a)-(j) of Schedule 13D.

Item 5. Interest in Securities of the Issuer

MFC retains the sole power to direct the vote of, and accordingly has beneficial ownership of 12,648,908 Common

Shares (representing approximately 83% of such stock) and 60,000 Preferred Shares (representing 100% of such stock) in the Issuer. All of these shares will be registered in the name of New Image. Prior to the consolidation of these shares into New Image, 7,533,008 Common Shares of the Issuer were registered in the name of MFC, 5,115,900 Common shares of the Issuer were registered in the name of Sutton Park (a subsidiary of MFC), and 60,000 Preferred Shares of the Issuer were registered in the name of CVD (a subsidiary of MFC).

To the knowledge of MFC and New Image, none of their respective directors or executive officers has any power to vote or dispose of any shares of the Issuer, nor did they, MFC or New Image effect any transactions in such shares during the past 60 days, except as disclosed herein.

Michael J. Smith, the President, Chief Executive Officer, Secretary and a director of MFC is also the President, Secretary, Treasurer and a director of New Image, as well as the President, Chief Executive Officer and a director of Sutton Park, and the President and a director of CVD.

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

Except as set forth above or set forth in the exhibits, there are no contracts, arrangements, understandings, or relationships between the reporting persons and any other person with respect to any securities of the Issuer.

Item 7. Material to Be Filed as Exhibits

- A. Joint Filing Agreement
- B. Share Purchase Agreement dated October 20, 2004 between MFC Bancorp Ltd. and New Image Investment Limited
- C. Share Purchase Agreement dated October 20, 2004 between Sutton Park International Limited and New Image Investment Company Limited
- D. Share Purchase Agreement dated October 20, 2004 between CVD Financial Corporation and New Image Investment Company Limited

Signature

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

October 28, 2004

Date

/s/ Michael J. Smith

Signature

Michael J. Smith, President

Name/Title

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NEW IMAGE INVESTMENT COMPANY LIMITED

/s/ Michael J. Smith

Signature

Michael J. Smith, President

Name/Title

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The original statement shall be signed by each person on whose behalf the statement is filed or his authorized representative. If the statement is signed on behalf of a person by his authorized representative (other than an executive officer or general partner of the filing person), evidence of the representative's authority to sign on behalf of such person shall be filed with the statement: provided, however, that a power of attorney for this purpose which is already on file with the Commission may be incorporated by reference. The name and any title of each person who signs the statement shall be typed or printed beneath his signature.

Attention: intentional misstatements or omissions of fact constitute Federal criminal violations (see 18 U.S.C. 1001)

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INDEX OF EXHIBITS

Exhibit No. Description

- A. Joint Filing Agreement
- B. Share Purchase Agreement dated October 20, 2004 between MFC Bancorp Ltd. and New Image Investment Limited
- C. Share Purchase Agreement dated October 20, 2004 between Sutton Park International Limited and New Image Investment Company Limited
- D. Share Purchase Agreement dated October 20, 2004 between CVD Financial Corporation and New Image Investment Company Limited

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EXHIBIT A

JOINT FILING AGREEMENT

The undersigned agree that the foregoing Statement of Schedule 13D is being filed with the Securities and Exchange Commission on behalf of each of the undersigned pursuant to section 240.13d-1(k).

October 28, 2004
Date

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MFC BANCORP LTD.

/s/ Michael J. Smith
Signature

Michael J. Smith, President
Name/Title

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NEW IMAGE INVESTMENT COMPANY LIMITED

/s/ Michael J. Smith
Signature

Michael J. Smith, President
Name/Title

-

EXHIBIT B

SHARE PURCHASE AGREEMENT

The following is the Share Purchase Agreement dated October 20, 2004 between MFC Bancorp Ltd. and New Image

Investment Company Limited.

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EXHIBIT C

SHARE PURCHASE AGREEMENT

The following is the Share Purchase Agreement dated October 20, 2004 between Sutton Park International Limited and New Image Investment Company Limited.

EXHIBIT D

SHARE PURCHASE AGREEMENT

The following is the Share Purchase Agreement dated October 20, 2004 between CVD Financial Corporation and New Image Investment Company Limited.

THIS TRANSFER AGREEMENT (THE "AGREEMENT") RELATES TO AN OFFERING OF SECURITIES IN AN OFFSHORE TRANSACTION TO PERSONS WHO ARE NOT U.S. PERSONS (AS DEFINED HEREIN) PURSUANT TO REGULATIONS UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT").

NONE OF THE SECURITIES TO WHICH THIS AGREEMENT RELATES HAVE BEEN REGISTERED UNDER THE 1933 ACT, OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, NONE MAY BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OR TO U.S. PERSONS (AS DEFINED HEREIN) EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATIONS UNDER THE 1933 ACT, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

SHARE PURCHASE AGREEMENT

THIS AGREEMENT dated for reference the 20th day of October, 2004

BETWEEN:

SUTTON PARK INTERNATIONAL LIMITED, a company incorporated under the laws of Barbados

(the "Vendor")

AND:

NEW IMAGE INVESTMENT COMPANY LIMITED, a profit corporation incorporated under the laws of the State of Washington

(the "Purchaser")

WITNESSES THAT WHEREAS:

- A. The Vendor is the registered and beneficial owner of 5,115,900 shares of Common Stock (the "Shares") in the capital of TriMaine Holdings, Inc., a profit corporation incorporated under the laws of the State of Washington (the "Company");
- B. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Shares for their fair market value; and
- C. The Purchaser is familiar with and has access to information regarding the Company similar to information that would be available in a registration statement filed by the Company under the 1933 Act.

THEREFORE for and in consideration of the premises, covenants and agreements herein set forth, the parties hereto agree as follows:

1. WARRANTIES AND REPRESENTATIONS

1.1 The Vendor represents and warrants to the Purchaser (which representations and warranties shall survive the closing of the transactions contemplated in this Agreement), with the intent that the Purchaser will rely thereon in entering into this Agreement and in concluding the transactions as contemplated herein, that:

- (a) it is the registered and beneficial owner of the Shares as set out herein, free and clear of all liens, charges and encumbrances;
- (b) it has good and sufficient right and authority to enter into this Agreement on the terms and conditions herein set forth and to transfer the legal and beneficial ownership of the Shares to the Purchaser;
- (c) no person, firm, corporation or entity of any kind has or will have any agreement or option or any right capable at any time of becoming an agreement to:
 - (i) purchase or otherwise acquire the Shares; or
 - (ii) require the Vendor to sell, transfer, assign, pledge, charge, mortgage or in any other way dispose of or encumber any of the Shares other than under this Agreement;
- (d) it is not a U.S. Person and is not acquiring the Purchase Shares for the account or benefit of, directly or indirectly, any U.S. Person;

- (e) it is outside the United States when receiving and executing this Agreement;
- (f) it understands that the Purchase Shares have not been registered under the 1933 Act, or under any state securities or “blue sky” laws of any state of the United States, and, unless so registered, may not be offered or sold in the United States or, directly or indirectly, to U.S. Persons, as that term is defined in Regulation S under the 1933 Act (“Regulation S”), except in accordance with the provisions of Regulation S, pursuant to an effective registration statement under the 1933 Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act and in each case only in accordance with any applicable securities laws;
- (g) it understands and agrees that offers and sales of any of the Purchase Shares, prior to the expiration of a period of one year after the date of transfer of the Purchase Shares (the “Distribution Compliance Period”), shall only be made in compliance with the safe harbor provisions set forth in Regulation S, pursuant to the registration provisions of the 1933 Act or an exemption therefrom, and that all offers and sales after the Distribution Compliance Period shall be made only in compliance with the registration provisions of the 1933 Act or an exemption therefrom and in each case only in accordance with all applicable securities laws;
- (h) it understands and agrees that the Purchase Shares may not be offered or sold to a U.S. Person or for the account or benefit of a U.S. Person (other than a distributor) prior to the end of the Distribution Compliance Period;
- (i) it understands and agrees not to engage in any hedging transactions involving the Purchase Shares, prior to the end of the Distribution Compliance Period unless such transactions are in compliance with the provisions of the 1933 Act;
- (j) it is acquiring the Purchase Shares for investment only and not with a view to resale or distribution and, in particular, it has no intention to distribute either directly or indirectly any of the Purchase Shares in the United States or to U.S. Persons;
- (k) it understands and agrees that the Purchaser will refuse to register any transfer of the Purchase Shares not made in accordance with the provisions of Regulation S, pursuant to an effective registration statement under the 1933 Act or pursuant to an available exemption from the registration requirements of the 1933 Act; and
- (l) it acknowledges that it has not acquired the Purchase Shares as a result of, and will not itself engage in, any “directed selling efforts” (as defined in Regulation S under the 1933 Act) in the United States in respect of any of the Purchase Shares which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of any of the Purchase Shares provided, however, that the Vendor may sell or otherwise dispose of any of the Purchase Shares pursuant to registration of any of the Purchase Shares pursuant to the 1933 Act and any applicable state securities laws or under an exemption from such registration requirements and as otherwise provided herein.

1.2 In this Agreement, the term "U.S. Person" shall have the meaning ascribed thereto in Regulation S.

1.3 The Purchaser represents and warrants to the Vendor (which representations and warranties shall survive the closing of the transactions contemplated in this Agreement), with the intent that the Vendor will rely thereon in entering into this Agreement and in concluding the transactions as contemplated herein, that it:

- (a) is a company duly incorporated in the State of Washington and is validly existing under the laws of the State of Washington;
- (b) has the corporate capacity to enter into this Agreement and has taken all the necessary steps to authorize the execution thereof;
- (c) is authorized to issue and deliver to the Vendor the shares referred to in Clause 3.2 hereof
- (d) understands and agrees that none of the Shares have been registered under the 1933 Act, or under any state securities or “blue sky” laws of any state of the United States, and, unless so registered, may not be offered or sold in the United States or to U.S. Persons, as that term is defined in Regulation S under the 1933 Act (“Regulation S”), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act;
- (e) has had access to all of the books and records of the Company and accordingly agrees that it is familiar with and has access to information regarding the Company similar to information that would be available in a registration statement filed by the Company under the 1933 Act;
- (f) is acquiring the Shares as principal for its own account, for investment purposes only, and not with a view to, or for, resale, distribution or fractionalization thereof, in whole or in part, and no other person has a direct or indirect beneficial interest in such Shares;
- (g) (i) has adequate net worth and means of providing for its current financial needs and possible personal contingencies, (ii) has no need for liquidity in this investment, and (iii) is able to bear the economic risks of an investment in the Shares for an indefinite period of time;
- (h) understands and agrees that the Shares are being offered only in a transaction not involving any public offering within the meaning of the 1933 Act; and
- (i) is not acquiring the Shares as a result of any form of general solicitation or general advertising including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio, or television, or any

seminar or meeting whose attendees have been invited by general solicitation or general advertising.

2. PURCHASE AND SALE

2.1 On the basis of the warranties and representations set forth in Section 1 of this Agreement and subject to the terms and conditions of this Agreement, the Purchaser agrees to buy from the Vendor and the Vendor agrees to sell to the Purchaser, the Shares on the Closing Date (hereinafter defined).

3. PURCHASE PRICE

3.1 The purchase price for the Shares (herein called the "Purchase Price") will be the fair market value thereof as at the Closing Date, which fair market value is the amount set out in Schedule "A" hereto under the description "Purchase Price".

3.2 The Purchase Price will be paid by the Purchaser to the Vendor, on the Closing Date, by allotment and issuance to the Vendor of fully paid and non-assessable shares (the "Purchase Shares") in the capital of the Purchaser of the class and in the amount more particularly set out in Schedule "A" hereto.

4. CONDITIONS

4.1 The obligation of the Purchaser to carry out the terms of this Agreement and to complete the purchase referred to in Clause 2.1 hereof is subject to the condition that on the Closing Date, the Vendor will have delivered to the Purchaser, the following documents:

- (a) a directors' resolution of the Company authorizing the transfer of the Shares to the Purchaser;
- (b) share certificates representing the Shares, duly endorsed for transfer by the Vendor to the Purchaser;
- (c) all of the necessary consents and approvals in writing to the transfer herein contemplated; and
- (d) all other documents and instruments as the Purchaser may reasonably require.

4.2 The conditions set forth in Clause 4.1 of this Agreement are for the exclusive benefit of the Purchaser and may be waived by the Purchaser in writing in whole or in part on or before the Closing Date.

4.3 The obligation of the Vendor to carry out the terms of this Agreement and to complete the purchase referred to in Clause 2.1 hereof is subject to the condition that the Purchaser will have delivered to the Vendor on the Closing Date:

- (a) a directors' resolution of the Purchaser authorizing the allotment and issuance of the Purchase Shares; and
- (b) share certificates representing those shares referred to in Clause 3.2 hereof in the name of the Vendor, duly issued.

5. CLOSING DATE

5.1 The parties agree that this Agreement will be effective from the <error> day of September, 2004 (which date is herein called the "Closing Date").

6. SURVIVAL OF OBLIGATIONS

6.1 Except as otherwise specifically provided herein, the obligations of the parties arising herefrom will not merge on the Closing Date.

7. NOTICE

7.1 Any notice or other document required or permitted to be given hereunder will be considered well and sufficiently given by hand delivery or by prepaid first class mail addressed to the parties as follows:

- (a) If to the Vendor:

Sutton Park International Limited
Palm Court 28 Pine Road
Belleville St. Michael Barbados

- (b) If to the Purchaser:

New Image Investment Company Limited
c/o CT Corporation System
520 Pike Street
Seattle, WA 98101
USA

or such other address as either party may from time to time appoint by notice in writing to the other in accordance with this clause. Any notice delivered by hand addressed as aforesaid will be deemed to have been delivered on the day of delivery, and any notice mailed by first class prepaid mail addressed as aforesaid will be deemed to have been received three (3) business days after the mailing thereof; but if at the time of mailing or between the time of mailing and the third business day thereafter, there is a strike, lock-out or labour disturbance affecting postal service, then such notice will not be effectively given until actually received.

8. ENUREMENT

8.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

9. GENERAL PROVISIONS

9.1 Time is of the essence of this Agreement.

9.2 The parties covenant and agree to execute and deliver all such further documents and instruments and to do all acts and things as may be necessary or desirable to carry out the full intent and meaning of this Agreement and to ensure to the Purchaser delivery of the Shares and to effect the payment of the Purchase Price to the Vendor.

9.3 The proper law of this Agreement is the law of the State of Washington.

IN WITNESS WHEREOF the parties have executed this Agreement on the 20th day of October, 2004.

SUTTON PARK INTERNATIONAL LIMITED

/s/ Michael J. Smith

Authorized Signatory

NEW IMAGE INVESTMENT COMPANY LIMITED

/s/ Michael J. Smith

Authorized Signatory

SCHEDULE "A"

| SHARES IN THE COMPANY | PURCHASE PRICE | NUMBER, KIND AND CLASS OF SHARES OF THE PURCHASER |
|-----------------------|----------------|---|
| | \$ | _____ shares of Common Stock |

THIS TRANSFER AGREEMENT (THE “AGREEMENT”) RELATES TO AN OFFERING OF SECURITIES IN AN OFFSHORE TRANSACTION TO PERSONS WHO ARE NOT U.S. PERSONS (AS DEFINED HEREIN) PURSUANT TO REGULATIONS UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”).

NONE OF THE SECURITIES TO WHICH THIS AGREEMENT RELATES HAVE BEEN REGISTERED UNDER THE 1933 ACT, OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, NONE MAY BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OR TO U.S. PERSONS (AS DEFINED HEREIN) EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATIONS UNDER THE 1933 ACT, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

SHARE PURCHASE AGREEMENT

THIS AGREEMENT dated for reference the 20th day of October, 2004

BETWEEN:

CVD FINANCIAL CORPORATION, a company incorporated under the laws of the British Virgin Islands

(the “Vendor”)

AND:

NEW IMAGE INVESTMENT COMPANY LIMITED , a profit corporation incorporated under the laws of the State of Washington

(the “Purchaser”)

WITNESSES THAT WHEREAS:

- A. The Vendor is the registered and beneficial owner of 60,000 shares of Preferred Stock (the “Shares”) in the capital of TriMaine Holdings, Inc., a profit corporation incorporated under the laws of the State of Washington (the “Company”);
- B. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Shares for their fair market value; and
- C. The Purchaser is familiar with and has access to information regarding the Company similar to information that would be available in a registration statement filed by the Company under the 1933 Act.

THEREFORE for and in consideration of the premises, covenants and agreements herein set forth, the parties hereto agree as follows:

1. WARRANTIES AND REPRESENTATIONS

1.1 The Vendor represents and warrants to the Purchaser (which representations and warranties shall survive the closing of the transactions contemplated in this Agreement), with the intent that the Purchaser will rely thereon in entering into this Agreement and in concluding the transactions as contemplated herein, that:

- (a) it is the registered and beneficial owner of the Shares as set out herein, free and clear of all liens, charges and encumbrances;
- (b) it has good and sufficient right and authority to enter into this Agreement on the terms and conditions herein set forth and to transfer the legal and beneficial ownership of the Shares to the Purchaser;
- (c) no person, firm, corporation or entity of any kind has or will have any agreement or option or any right capable at any time of becoming an agreement to:
 - (i) purchase or otherwise acquire the Shares; or
 - (ii) require the Vendor to sell, transfer, assign, pledge, charge, mortgage or in any other way dispose of or encumber any of the Shares other than under this Agreement;
- (d) it is not a U.S. Person and is not acquiring the Purchase Shares for the account or benefit of, directly or indirectly, any U.S. Person;

- (e) it is outside the United States when receiving and executing this Agreement;
- (f) it understands that the Purchase Shares have not been registered under the 1933 Act, or under any state securities or “blue sky” laws of any state of the United States, and, unless so registered, may not be offered or sold in the United States or, directly or indirectly, to U.S. Persons, as that term is defined in Regulation S under the 1933 Act (“Regulation S”), except in accordance with the provisions of Regulation S, pursuant to an effective registration statement under the 1933 Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act and in each case only in accordance with any applicable securities laws;
- (g) it understands and agrees that offers and sales of any of the Purchase Shares, prior to the expiration of a period of one year after the date of transfer of the Purchase Shares (the “Distribution Compliance Period”), shall only be made in compliance with the safe harbor provisions set forth in Regulation S, pursuant to the registration provisions of the 1933 Act or an exemption therefrom, and that all offers and sales after the Distribution Compliance Period shall be made only in compliance with the registration provisions of the 1933 Act or an exemption therefrom and in each case only in accordance with all applicable securities laws;
- (h) it understands and agrees that the Purchase Shares may not be offered or sold to a U.S. Person or for the account or benefit of a U.S. Person (other than a distributor) prior to the end of the Distribution Compliance Period;
- (i) it understands and agrees not to engage in any hedging transactions involving the Purchase Shares, prior to the end of the Distribution Compliance Period unless such transactions are in compliance with the provisions of the 1933 Act;
- (j) it is acquiring the Purchase Shares for investment only and not with a view to resale or distribution and, in particular, it has no intention to distribute either directly or indirectly any of the Purchase Shares in the United States or to U.S. Persons;
- (k) it understands and agrees that the Purchaser will refuse to register any transfer of the Purchase Shares not made in accordance with the provisions of Regulation S, pursuant to an effective registration statement under the 1933 Act or pursuant to an available exemption from the registration requirements of the 1933 Act; and
- (l) it acknowledges that it has not acquired the Purchase Shares as a result of, and will not itself engage in, any “directed selling efforts” (as defined in Regulation S under the 1933 Act) in the United States in respect of any of the Purchase Shares which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of any of the Purchase Shares provided, however, that the Vendor may sell or otherwise dispose of any of the Purchase Shares pursuant to registration of any of the Purchase Shares pursuant to the 1933 Act and any applicable state securities laws or under an exemption from such registration requirements and as otherwise provided herein.

1.2 In this Agreement, the term "U.S. Person" shall have the meaning ascribed thereto in Regulation S.

1.3 The Purchaser represents and warrants to the Vendor (which representations and warranties shall survive the closing of the transactions contemplated in this Agreement), with the intent that the Vendor will rely thereon in entering into this Agreement and in concluding the transactions as contemplated herein, that it:

- (a) is a company duly incorporated in the State of Washington and is validly existing under the laws of the State of Washington;
- (b) has the corporate capacity to enter into this Agreement and has taken all the necessary steps to authorize the execution thereof;
- (c) is authorized to issue and deliver to the Vendor the shares referred to in Clause 3.2 hereof
- (d) understands and agrees that none of the Shares have been registered under the 1933 Act, or under any state securities or “blue sky” laws of any state of the United States, and, unless so registered, may not be offered or sold in the United States or to U.S. Persons, as that term is defined in Regulation S under the 1933 Act (“Regulation S”), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act;
- (e) has had access to all of the books and records of the Company and accordingly agrees that it is familiar with and has access to information regarding the Company similar to information that would be available in a registration statement filed by the Company under the 1933 Act;
- (f) is acquiring the Shares as principal for its own account, for investment purposes only, and not with a view to, or for, resale, distribution or fractionalization thereof, in whole or in part, and no other person has a direct or indirect beneficial interest in such Shares;
- (g) (i) has adequate net worth and means of providing for its current financial needs and possible personal contingencies, (ii) has no need for liquidity in this investment, and (iii) is able to bear the economic risks of an investment in the Shares for an indefinite period of time;
- (h) understands and agrees that the Shares are being offered only in a transaction not involving any public offering within the meaning of the 1933 Act; and
- (i) is not acquiring the Shares as a result of any form of general solicitation or general advertising including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio, or television, or any

seminar or meeting whose attendees have been invited by general solicitation or general advertising.

2. PURCHASE AND SALE

2.1 On the basis of the warranties and representations set forth in Section 1 of this Agreement and subject to the terms and conditions of this Agreement, the Purchaser agrees to buy from the Vendor and the Vendor agrees to sell to the Purchaser, the Shares on the Closing Date (hereinafter defined).

3. PURCHASE PRICE

3.1 The purchase price for the Shares (herein called the "Purchase Price") will be the fair market value thereof as at the Closing Date, which fair market value is the amount set out in Schedule "A" hereto under the description "Purchase Price".

3.2 The Purchase Price will be paid by the Purchaser to the Vendor, on the Closing Date, by allotment and issuance to the Vendor of fully paid and non-assessable shares (the "Purchase Shares") in the capital of the Purchaser of the class and in the amount more particularly set out in Schedule "A" hereto.

4. CONDITIONS

4.1 The obligation of the Purchaser to carry out the terms of this Agreement and to complete the purchase referred to in Clause 2.1 hereof is subject to the condition that on the Closing Date, the Vendor will have delivered to the Purchaser, the following documents:

- (a) a directors' resolution of the Company authorizing the transfer of the Shares to the Purchaser;
- (b) share certificates representing the Shares, duly endorsed for transfer by the Vendor to the Purchaser;
- (c) all of the necessary consents and approvals in writing to the transfer herein contemplated; and
- (d) all other documents and instruments as the Purchaser may reasonably require.

4.2 The conditions set forth in Clause 4.1 of this Agreement are for the exclusive benefit of the Purchaser and may be waived by the Purchaser in writing in whole or in part on or before the Closing Date.

4.3 The obligation of the Vendor to carry out the terms of this Agreement and to complete the purchase referred to in Clause 2.1 hereof is subject to the condition that the Purchaser will have delivered to the Vendor on the Closing Date:

- (a) a directors' resolution of the Purchaser authorizing the allotment and issuance of the Purchase Shares; and
- (b) share certificates representing those shares referred to in Clause 3.2 hereof in the name of the Vendor, duly issued.

5. CLOSING DATE

5.1 The parties agree that this Agreement will be effective from the <error> day of October, 2004 (which date is herein called the "Closing Date").

6. SURVIVAL OF OBLIGATIONS

6.1 Except as otherwise specifically provided herein, the obligations of the parties arising herefrom will not merge on the Closing Date.

7. NOTICE

7.1 Any notice or other document required or permitted to be given hereunder will be considered well and sufficiently given by hand delivery or by prepaid first class mail addressed to the parties as follows:

- (a) If to the Vendor:

CVD Financial Corporation
c/o HWR Services Limited
Craigmuir Chambers
PO Box 71
Road Town
Tortola British Virgin Islands

(b) If to the Purchaser:

New Image Investment Company Limited
c/o CT Corporation System
520 Pike Street
Seattle, WA 98101
USA

or such other address as either party may from time to time appoint by notice in writing to the other in accordance with this clause. Any notice delivered by hand addressed as aforesaid will be deemed to have been delivered on the day of delivery, and any notice mailed by first class prepaid mail addressed as aforesaid will be deemed to have been received three (3) business days after the mailing thereof; but if at the time of mailing or between the time of mailing and the third business day thereafter, there is a strike, lock-out or labour disturbance affecting postal service, then such notice will not be effectively given until actually received.

8. ENUREMENT

8.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

9. GENERAL PROVISIONS

9.1 Time is of the essence of this Agreement.

9.2 The parties covenant and agree to execute and deliver all such further documents and instruments and to do all acts and things as may be necessary or desirable to carry out the full intent and meaning of this Agreement and to ensure to the Purchaser delivery of the Shares and to effect the payment of the Purchase Price to the Vendor.

9.3 The proper law of this Agreement is the law of the State of Washington.

IN WITNESS WHEREOF the parties have executed this Agreement on the 20th day of October, 2004.

CVD FINANCIAL CORPORATION

/s/ Michael J. Smith

Authorized Signatory

NEW IMAGE INVESTMENT COMPANY LIMITED

/s/ Michael J. Smith

Authorized Signatory

SCHEDULE "A"

| SHARES IN THE COMPANY | PURCHASE PRICE | NUMBER, KIND AND CLASS OF SHARES OF THE PURCHASER |
|-----------------------|----------------|---|
| | \$ | _____ shares of Common Stock |

THIS TRANSFER AGREEMENT (THE "AGREEMENT") RELATES TO AN OFFERING OF SECURITIES IN AN OFFSHORE TRANSACTION TO PERSONS WHO ARE NOT U.S. PERSONS (AS DEFINED HEREIN) PURSUANT TO REGULATIONS UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT").

NONE OF THE SECURITIES TO WHICH THIS AGREEMENT RELATES HAVE BEEN REGISTERED UNDER THE 1933 ACT, OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, NONE MAY BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OR TO U.S. PERSONS (AS DEFINED HEREIN) EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATIONS UNDER THE 1933 ACT, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

SHARE PURCHASE AGREEMENT

THIS AGREEMENT dated for reference the 20th day of October, 2004

BETWEEN:

MFC BANCORP LTD., a company incorporated under the laws of the Territory of Yukon

(the "Vendor")

AND:

NEW IMAGE INVESTMENT COMPANY LIMITED, a profit corporation incorporated under the laws of the State of Washington

(the "Purchaser")

WITNESSES THAT WHEREAS:

A. The Vendor is the registered and beneficial owner of 7,533,008 shares of Common Stock (the "Shares") in the capital of TriMaine Holdings, Inc., a profit corporation incorporated under the laws of the State of Washington (the "Company");

B. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Shares for their fair market value; and

C. The Purchaser is familiar with and has access to information regarding the Company similar to information that would be available in a registration statement filed by the Company under the 1933 Act.

THEREFORE for and in consideration of the premises, covenants and agreements herein set forth, the parties hereto agree as follows:

1. WARRANTIES AND REPRESENTATIONS

1.1 The Vendor represents and warrants to the Purchaser (which representations and warranties shall survive the closing of the transactions contemplated in this Agreement), with the intent that the Purchaser will rely thereon in entering into this Agreement and in concluding the transactions as contemplated herein, that:

- (a) it is the registered and beneficial owner of the Shares as set out herein, free and clear of all liens, charges and encumbrances;
- (b) it has good and sufficient right and authority to enter into this Agreement on the terms and conditions herein set forth and to transfer the legal and beneficial ownership of the Shares to the Purchaser;
- (c) no person, firm, corporation or entity of any kind has or will have any agreement or option or any right capable at any time of becoming an agreement to:
 - (i) purchase or otherwise acquire the Shares; or
 - (ii) require the Vendor to sell, transfer, assign, pledge, charge, mortgage or in any other way dispose of or encumber any of the Shares other than under this Agreement;
- (d) it is not a U.S. Person and is not acquiring the Purchase Shares for the account or benefit of, directly or indirectly, any U.S. Person;

- (e) it is outside the United States when receiving and executing this Agreement;
- (f) it understands that the Purchase Shares have not been registered under the 1933 Act, or under any state securities or “blue sky” laws of any state of the United States, and, unless so registered, may not be offered or sold in the United States or, directly or indirectly, to U.S. Persons, as that term is defined in Regulation S under the 1933 Act (“Regulation S”), except in accordance with the provisions of Regulation S, pursuant to an effective registration statement under the 1933 Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act and in each case only in accordance with any applicable securities laws;
- (g) it understands and agrees that offers and sales of any of the Purchase Shares, prior to the expiration of a period of one year after the date of transfer of the Purchase Shares (the “Distribution Compliance Period”), shall only be made in compliance with the safe harbor provisions set forth in Regulation S, pursuant to the registration provisions of the 1933 Act or an exemption therefrom, and that all offers and sales after the Distribution Compliance Period shall be made only in compliance with the registration provisions of the 1933 Act or an exemption therefrom and in each case only in accordance with all applicable securities laws;
- (h) it understands and agrees that the Purchase Shares may not be offered or sold to a U.S. Person or for the account or benefit of a U.S. Person (other than a distributor) prior to the end of the Distribution Compliance Period;
- (i) it understands and agrees not to engage in any hedging transactions involving the Purchase Shares, prior to the end of the Distribution Compliance Period unless such transactions are in compliance with the provisions of the 1933 Act;
- (j) it is acquiring the Purchase Shares for investment only and not with a view to resale or distribution and, in particular, it has no intention to distribute either directly or indirectly any of the Purchase Shares in the United States or to U.S. Persons;
- (k) it understands and agrees that the Purchaser will refuse to register any transfer of the Purchase Shares not made in accordance with the provisions of Regulation S, pursuant to an effective registration statement under the 1933 Act or pursuant to an available exemption from the registration requirements of the 1933 Act; and
- (l) it acknowledges that it has not acquired the Purchase Shares as a result of, and will not itself engage in, any “directed selling efforts” (as defined in Regulation S under the 1933 Act) in the United States in respect of any of the Purchase Shares which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of any of the Purchase Shares provided, however, that the Vendor may sell or otherwise dispose of any of the Purchase Shares pursuant to registration of any of the Purchase Shares pursuant to the 1933 Act and any applicable state securities laws or under an exemption from such registration requirements and as otherwise provided herein.

1.2 In this Agreement, the term "U.S. Person" shall have the meaning ascribed thereto in Regulation S.

1.3 The Purchaser represents and warrants to the Vendor (which representations and warranties shall survive the closing of the transactions contemplated in this Agreement), with the intent that the Vendor will rely thereon in entering into this Agreement and in concluding the transactions as contemplated herein, that it:

- (a) is a company duly incorporated in the State of Washington and is validly existing under the laws of the State of Washington;
- (b) has the corporate capacity to enter into this Agreement and has taken all the necessary steps to authorize the execution thereof;
- (c) is authorized to issue and deliver to the Vendor the shares referred to in Clause 3.2 hereof
- (d) understands and agrees that none of the Shares have been registered under the 1933 Act, or under any state securities or “blue sky” laws of any state of the United States, and, unless so registered, may not be offered or sold in the United States or to U.S. Persons, as that term is defined in Regulation S under the 1933 Act (“Regulation S”), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act;
- (e) has had access to all of the books and records of the Company and accordingly agrees that it is familiar with and has access to information regarding the Company similar to information that would be available in a registration statement filed by the Company under the 1933 Act;
- (f) is acquiring the Shares as principal for its own account, for investment purposes only, and not with a view to, or for, resale, distribution or fractionalization thereof, in whole or in part, and no other person has a direct or indirect beneficial interest in such Shares;
- (g) (i) has adequate net worth and means of providing for its current financial needs and possible personal contingencies, (ii) has no need for liquidity in this investment, and (iii) is able to bear the economic risks of an investment in the Shares for an indefinite period of time;
- (h) understands and agrees that the Shares are being offered only in a transaction not involving any public offering within the meaning of the 1933 Act; and
- (i) is not acquiring the Shares as a result of any form of general solicitation or general advertising including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio, or television, or any

seminar or meeting whose attendees have been invited by general solicitation or general advertising.

2. PURCHASE AND SALE

2.1 On the basis of the warranties and representations set forth in Section 1 of this Agreement and subject to the terms and conditions of this Agreement, the Purchaser agrees to buy from the Vendor and the Vendor agrees to sell to the Purchaser, the Shares on the Closing Date (hereinafter defined).

3. PURCHASE PRICE

3.1 The purchase price for the Shares (herein called the "Purchase Price") will be the fair market value thereof as at the Closing Date, which fair market value is the amount set out in Schedule "A" hereto under the description "Purchase Price".

3.2 The Purchase Price will be paid by the Purchaser to the Vendor, on the Closing Date, by allotment and issuance to the Vendor of fully paid and non-assessable shares (the "Purchase Shares") in the capital of the Purchaser of the class and in the amount more particularly set out in Schedule "A" hereto.

4. CONDITIONS

4.1 The obligation of the Purchaser to carry out the terms of this Agreement and to complete the purchase referred to in Clause 2.1 hereof is subject to the condition that on the Closing Date, the Vendor will have delivered to the Purchaser, the following documents:

- (a) a directors' resolution of the Company authorizing the transfer of the Shares to the Purchaser;
- (b) share certificates representing the Shares, duly endorsed for transfer by the Vendor to the Purchaser;
- (c) all of the necessary consents and approvals in writing to the transfer herein contemplated; and
- (d) all other documents and instruments as the Purchaser may reasonably require.

4.2 The conditions set forth in Clause 4.1 of this Agreement are for the exclusive benefit of the Purchaser and may be waived by the Purchaser in writing in whole or in part on or before the Closing Date.

4.3 The obligation of the Vendor to carry out the terms of this Agreement and to complete the purchase referred to in Clause 2.1 hereof is subject to the condition that the Purchaser will have delivered to the Vendor on the Closing Date:

- (a) a directors' resolution of the Purchaser authorizing the allotment and issuance of the Purchase Shares; and
- (b) share certificates representing those shares referred to in Clause 3.2 hereof in the name of the Vendor, duly issued.

5. CLOSING DATE

5.1 The parties agree that this Agreement will be effective from the <error> day of September, 2004 (which date is herein called the "Closing Date").

6. SURVIVAL OF OBLIGATIONS

6.1 Except as otherwise specifically provided herein, the obligations of the parties arising herefrom will not merge on the Closing Date.

7. NOTICE

7.1 Any notice or other document required or permitted to be given hereunder will be considered well and sufficiently given by hand delivery or by prepaid first class mail addressed to the parties as follows:

- (a) If to the Vendor:

MFC Bancorp Ltd.
8th Floor, Dina House, Ruttonjee Centre
11 Duddell Street
Hong Kong, SAR China

- (b) If to the Purchaser:

New Image Investment Company Limited
c/o CT Corporation System
520 Pike Street
Seattle, WA 98101
USA

or such other address as either party may from time to time appoint by notice in writing to the other in accordance with this clause. Any notice delivered by hand addressed as aforesaid will be deemed to have been delivered on the day of delivery, and any notice mailed by first class prepaid mail addressed as aforesaid will be deemed to have been received three (3) business days after the mailing thereof; but if at the time of mailing or between the time of mailing and the third business day thereafter, there is a strike, lock-out or labour disturbance affecting postal service, then such notice will not be effectively given until actually received.

8. ENUREMENT

8.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

9. GENERAL PROVISIONS

9.1 Time is of the essence of this Agreement.

9.2 The parties covenant and agree to execute and deliver all such further documents and instruments and to do all acts and things as may be necessary or desirable to carry out the full intent and meaning of this Agreement and to ensure to the Purchaser delivery of the Shares and to effect the payment of the Purchase Price to the Vendor.

9.3 The proper law of this Agreement is the law of the State of Washington.

IN WITNESS WHEREOF the parties have executed this Agreement on the 20th day of October, 2004.

MFC BANCORP LTD.

/s/ Michael J. Smith

Authorized Signatory

NEW IMAGE INVESTMENT COMPANY LIMITED

/s/ Michael J. Smith

Authorized Signatory

SCHEDULE "A"

| SHARES IN THE COMPANY | PURCHASE PRICE | NUMBER, KIND AND CLASS OF SHARES OF THE PURCHASER |
|-----------------------|----------------|---|
| | \$ | _____ shares of Common Stock |