

Exhibit 8-Avoyelles Parish Port-Deed

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DRAFT 10/17/11
For Discussion Purposes Only

ACT OF DONATION (IMMOVABLES)

BE IT KNOWN that on the dates hereinafter set forth, effective the ___ day of _____, 2011, before the undersigned Notaries Public, duly commissioned and qualified, and in the presence of the subscribing witnesses, personally came and appeared:

MAGNAVILLE LOUISIANA USA INC. (TIN: xx-xxx4764)

a nonprofit corporation organized and existing under the laws of Delaware, represented herein by Lyle Strachan, its Secretary, being duly authorized by virtue of a resolution of the Board of Directors of said corporation, a certified copy of which is attached hereto and made a part hereof, herein called "**Donor**", whose permanent mailing address is declared to be 337 Magna Drive, Aurora, Ontario Canada L4G7K1,

who declared that:

Subject to the terms and conditions contained herein, Donor does hereby grant, donate, convey, transfer, assign and deliver without any warranty of title but with full rights of substitution and subrogation against all prior owners, unto:

THE AVOYELLES PARISH PORT COMMISSION (TIN: xx-xxx9922)

a political subdivision created, organized, and existing under the law of the State of Louisiana, whose address is 15972 Hwy 1 (P.O. Box 127), Simmesport, LA, 71369; herein represented by its duly authorized and empowered President, Samuel T. Maddie, as per Resolution, a copy of which is attached hereto and made a part hereof, herein called "**Donee**",

the following described property (the "**Property**"), the possession and delivery of which Donee acknowledges:

TRACT 1 (758.93 Acres):

A certain tract or parcel of ground, together with all buildings and improvements thereon, and all the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, containing 758.93 acres, situated in Sections 13, 23 and 24, Township 1 South, Range 6 East, Avoyelles Parish, Louisiana, all as will be shown on a certain map of survey entitled, "This survey is of Tract 1 (758.93 acres), Tract 2 (31.77 acres) and Tract 3 (183.77 acres) located in Sections 13, 23 and 24, Township 1 South, Range 6 East, Avoyelles Parish, Louisiana" prepared by James W. Townsend, C.E., P.L.S., dated December 19, 2003, a copy of which is on file and of record, and being more particularly described as follows: Commencing at the southeast corner of Section 23, Township 1 South, Range 6 East, Avoyelles Parish, Louisiana, which is the point of beginning (P.O.B. 1) of the land to be described, thence North 89°56'38"

West a distance of 2635.57 feet; thence North 1°58'52" East a distance of 1178.73 feet; thence North 3°24'26" West a distance of 2264.33 feet; thence North 2°44'36" East a distance of 319.99 feet; thence North 7°17'29" East a distance of 310.70 feet; thence North 88°28'43" West a distance of 492.25 feet; thence North 00°37'46" West a distance of 1261.34 feet; thence South 89°52'03" East a distance of 1873.18 feet; thence South 00°01'30" East a distance of 1312.25 feet; thence South 89°58'43" East a distance of 1319.77 feet; thence South 00°00'38" East a distance of 1319.85 feet; thence North 89°16'39" East a distance of 1320.39 feet; thence North 00°02'21" East a distance of 1319.88 feet; thence continuing North 00°02'21" East a distance of 1319.88 feet; thence South 89°29'01" West a distance of 1321.39 feet; thence North 00°18'11" West a distance of 22.69 feet; thence continuing North 00°18'11" West a distance of 1290.42 feet; thence North 89°58'04" East a distance of 302.29 feet; thence continuing North 89°58'04" East a distance of 1376.50 feet; thence South 89°15'03" East a distance of 201.00 feet; thence South 88°09'09" East a distance of 744.22 feet; thence North 89°24'16" East a distance of 1096.69 feet; thence South 0°22'25" East along the west right of way of Louisiana Highway No. 105 a distance of 1253.69 feet; thence North 89°28'09" West a distance of 514.65 feet; thence South 30°25'31" West a distance of 236.84 feet; thence South 50°49'22" West a distance of 255.32 feet; thence South 35°00'38" West a distance of 396.50 feet; thence South 48°07'33" West a distance of 179.39 feet; thence South 26°36'31" West a distance of 254.33 feet; thence South 15°17'39" West a distance of 323.91 feet; thence South 89°59'46" East a distance of 1394.69 feet; thence South 00°09'50" West along the west right of way of Louisiana Highway 105 a distance of 4054.70 feet; thence North 89°56'16" West a distance of 3725.60 feet to the point of beginning (P.O.B. 1); said tract of land being bounded, now or formerly as follows: North by properties belonging to William Anderson, Arthur Jones, Ms. George Guice, Alvin Bains, et al, and Leon Coco, Jr.; South by property belonging to Martin Gaspard; East by Louisiana Highway No. 105 and Kirkwood Plantation (Tract 2 of said survey); and West by Kirkwood Plantation (Tract 3 of said survey).

TRACT 2 (31.77 Acres):

A certain tract or parcel of land, together with all buildings and improvements thereon, lying in and situated in SECTION 24, TOWNSHIP 1 SOUTH, RANGE 6 EAST, Avoyelles Parish, Louisiana; said tract containing 31.77 acres, more or less, and being more particularly identified as "Kirkwood Plantation, Tract 2, 31.77 acres" on that certain Plat of Survey by James W. Townsend, Registered Land Surveyor, dated December 19, 2003, a copy of said plat being on file and of record. The property being bounded, now or formerly, on the North, South and West by Tract 1 of said plat; and on the East by Louisiana Hwy. No. 105.

LESS AND EXCEPT:

- (A) A certain tract and/or parcel of land with improvements thereon containing 10.00 acres more or less situated in the S/4 of Section 24, T1S - R6E, Southwestern District of Louisiana, Avoyelles Parish, Louisiana and being more particularly described as beginning at the southwest corner of Section 24, T1S - R6E, thence proceed South 89 degrees 56 minutes 16 seconds East for a distance of 2579.25 feet to the southwest corner of tract of land herein described for the Point of Beginning;

From the Point of Beginning proceed North 00 degrees 09 minutes 50 seconds East for a distance of 380.00 feet to point; thence proceed; South 89 degrees 56 minutes 16 seconds East for a distance of 1146.35 feet to a point, thence proceed South 00 degrees 09 minutes 50 seconds West for a distance of 380.00 feet to a point, thence proceed North 89 degrees 56 minutes 16 second West 1146.35 feet back to the Point of Beginning, all as shown on plat of survey by Jessie P. Lachney, R.L.S., dated December 18, 2007. Being bound North by 20003 Delaware, Inc. (now or formerly), East by La. Hwy. 105, South by south line of Section 24 and west by 20003 Delaware, Inc. (now or formerly).

Tract 1 and Tract 2 less and except Subpart (A) above being the same property acquired by Donor Act of Donation from 20003 Delaware Inc., recorded in Book 559, Page 908 of the Conveyance Records of the Parish of Avoyelles, State of Louisiana.

- (B) THREE (3) CERTAIN TRACTS OR PARCELS OF LAND, together with all improvements thereon situated in the S ½ of Section 13, Township 1 South, Range 6 East, Southwestern Land District, Avoyelles Parish, Louisiana designated as Tracts "1", "2", and "3" on a plat of survey prepared by Jessie P. Lachney, R.L.S. dated March 28, 2011, a copy of which is on file and of record in Conveyance Book 610, page 248, as follows:

Tract "1" (20.68 Acres):

A certain tract and/or parcel of land with improvements thereon containing 20.68 acres more or less situated in the S½ of Section 13, T1S - R6E, Southwestern Land District, Avoyelles Parish, Louisiana and being more particularly described as beginning at the southwest corner of Section 24, T1S - R6E; thence proceed along south line of Section 24, S89°56'16"E, 3,725.60 to a point at the western right-of-way line of La. Hwy. No.105; thence proceed along the west right-of-way of La. Hwy. No.105, N00°09'50"E, 4,054.70'; thence proceed N00°04'35"W, 1,345.17' to a point of intersection of south line of Section 13 with the west right-of-way line of La. Hwy No.105, thence proceed along said right-of-way N00°22'25"W, 345.00' to the southeast corner of the tract of land herein described on La. Hwy. No. 105 FOR THE POINT OF BEGINNING: thence proceed S89°58'28"W, 240.00'; thence proceed S00°22'25"E, 140.00'; thence proceed S89°58'28"W, 150.00'; thence

S00°22'25"E, 205.00'; thence proceed S89°58'28"W, 742.98' to the southwest corner; thence proceed N00°16'50"E, 788.83' to the northwest corner; thence proceed N89°24'16"E, 782.83'; thence proceed N00°35'44"W, 353.67'; thence proceed N89°24'16"E, 342.50' to the northeast corner on the west side of La. Hwy. No. 105; thence proceed S00°22'25"E, 808.69' back to the point of beginning, all as shown and identified as Tract "1" on plat of survey by Jessie P. Lachney, R.L.S., dated: March 28, 2011. Being bounded on the North by Tract "3", East by La. Hwy. No. 105 and Tract "2", South by Tract "2" and property of Magnaville Louisiana USA Inc., and West by Tract "3" and property of Magnaville Louisiana USA Inc.

Tract "2" (2.61 Acres):

A certain tract and/or parcel of land with improvements thereon containing 2.61 acres more or less situated in the S½ of Section 13, T1S – R6E, Southwestern Land District, Avoyelles Parish, Louisiana and being more particularly described as beginning at the southwest corner of Section 24, T1S – R6E; thence proceed along south line of Section 24, S89°56'16"E, 3,725.60' to a point of the western right-of-way line of La. Hwy. No. 105; thence proceed along the west right-of-way of La. Hwy. No. 105, N00°09'50"E, 4,054.70'; thence proceed N00°04'35"W, 1,345.17' to a point of intersection of south line of Section 13 with the West right-of-way line of La. Hwy. 105 and the southeast corner of the tract of land herein described FOR THE POINT OF BEGINNING: thence proceed S89°58'28"W, 390.00' to the southwest corner, thence proceed N00°22'25"W, 205.00', thence proceed N89°58'28"E, 150.00', thence proceed N00°22'25"W, 140.00'; thence proceed N89°58'28"E, 240.00', to the northeast corner on the west right-of-way line of La. Hwy. 105; thence proceed S00°22'25"E, 345.00' back to the point of beginning, all as shown and identified as Tract "2" on plat of survey by Jessie P. Lachney, R.L.S., dated March 28, 2011. Being bounded on the North by Tract "1", East by La. Hwy. No. 105, South by property of Magnaville Louisiana USA Inc. and West by Tract "1".

Tract "3" (8.94 Acres):

A certain tract and/or parcel of land with improvements thereon containing 8.94 acres more or less situated in the S½ of Section 13, T1S – R6E, Southwestern Land District, Avoyelles Parish, Louisiana and being more particularly described as beginning at the southwest corner of Section 24, T1S – R6E; thence proceed along south line of Section 24, S89°56'16"E, 3,725.60' to a point of the western right-of-way line of La. Hwy. No. 105; thence proceed along the west right-of-way of La. Hwy. No. 105, N00°09'50"E, 4,054.70'; thence proceed N00°04'35"W, 1,345.17' to a point of intersection of south line of Section 13 with the West right-of-way line of La. Hwy. 105; thence proceed N00°22'25"W, 1,153.69' to the southeast corner of the tract of land herein described on the west side of La. Hwy. No. 105, FOR THE POINT OF BEGINNING: thence proceed S89°24'16"W, 342.50'; thence proceed S00°35'44"E, 353.67'; thence proceed S89°24'16"W, 782.83'; to the southwest

corner; thence proceed N00°16'50"E, 454.66' to the northwest corner; thence proceed S88°09'09"E, 22.10'; thence proceed N89°24'16"E, 1,096.69' to the northeast corner on the west side of La. Hwy No. 105; thence proceed S00°22'25"E, 100.00' back to the point of beginning all as shown and identified as Tract "3" on plat of survey by Jessie P. Lachney, R.L.S., dated: March 28, 2011. Being bounded on the North by property of Leon CoCo, Jr. and Town of Simmesport, East by Tract "1" and La. Hwy. No. 105, South by Tract "1", and West by Magnaville Louisiana USA Inc.;

Said Tracts "1", "2" and "3" under this Subpart (B) being previously donated by Donor to Donee by act of record in Conveyance Book 610, page 248 of the official records of Avoyelles Parish, Louisiana.

NO TITLE EXAMINATION WAS MADE BY OR REQUESTED OF THE UNDERSIGNED NOTARIES PUBLIC AND THE DESCRIPTION HAS BEEN FURNISHED BY THE PARTIES HERETO.

As-Is. Donor and Donee agree and stipulate that the Property, including any improvements located thereon, is donated in "as is" present condition, without any representations or warranties by Donor, express or implied, whatsoever, including without limitation, as to (a) workmanship, structure, stability and quality of the improvements or soil conditions, (b) any defects, damage and any other condition whether latent or discoverable by reasonable inspection, (c) merchantability or fitness for any particular purpose, and (d) the existence of any violation of any applicable laws relating to the environment, including without limitation those pertaining to the generation, use, handling, storage, treatment or disposal of hazardous waste or hazardous substance. Donee acknowledges that the Property has been fully inspected by Donee and hereby accepts the Property in its present "as is" condition.

Rights and Servitudes. This donation is made subject to any encumbrances on and rights of others presently existing in the Property, including without limitation that certain Lease dated _____, by and between _____ and _____ (the "Agricultural Lease"). All rights of Donor under the Agricultural Lease and, to the extent assignable, all licenses and permits issued by any government authorities relating to the ownership or use of the Property, including without limitation any permits issued by the U.S. Army Corps of Engineers, are hereby assigned to Donee, and Donee assumes all obligations of Donor thereunder arising subsequent to the effective date of this donation. In addition, the Property is transferred and donated subject to Donee's agreement herein to create a non-exclusive utility servitude along LA Hwy. 105 as needed in favor of the 10 acre tract described in Subpart (A) hereof located in Section 24, T1S, R6E, Avoyelles Parish, Louisiana for purposes of extending utilities to develop said 10 acre tract, together with the rights to go beyond the limits of such utility servitude for purposes of installing, constructing, operating, repairing, maintaining, replacing and removing the utility improvements now or hereafter located within such servitude. Grantee will execute such additional documents as Donor may reasonably request to evidence such servitude. Such private servitude may hereafter be dedicated by Donee to the public.

Release. Donee does hereby release, remise, acquit and forever discharge Donor, Delaware 20003 Inc., Magna International Inc., MI Developments Inc. and the Stronach Trust, and their respective past, present and future agents, employees, representatives, stockholders, officers, directors, insurers, contractors, subcontractors, independent contractors, servants, affiliates, subsidiaries (including limited liability companies), parents, beneficiaries, departments, divisions, predecessors, successors and assigns (collectively, the "Released Parties") from any and all past and present claims, demands, causes of action, rights of action, suits, damages, liabilities, expenses, compensation, controversies, setoffs, third party actions and/or proceedings of whatever kind and/or nature, whether at law, federal, state and/or otherwise statutory, common and/or civil law, whether at equity, administrative, arbitration and/or otherwise, whether known and/or unknown, foreseen and/or unforeseen, accrued and/or unaccrued, suspected and/or unsuspected, that Donee may now have and/or has ever had against any and each of the Released Parties, individually or collectively, including but not limited to any matter arising out of any proposed economic development of the Property or the surrounding area.

Taxes. The ad valorem taxes assessed against the Property for the year 2011 shall be paid by Donee.

TO HAVE AND TO HOLD unto Donee, its successors and assigns.

Donee accepts the donation herein made with gratitude and agrees to be bound by the terms hereof. In Donee's discretion, Donee shall construct an appropriate memorial on the Real Property to recognize the Magnaville project to assist the victims of Hurricane Katrina.

[Signatures continued on next page]

THUS DONE, READ AND PASSED on this ___ day of _____, 2011, at my office in _____, _____, in the presence of me, Notary, and the undersigned competent witnesses who have signed in the presence of the party and me, Notary.

WITNESSES:

DONOR:
MAGNAVILLE LOUISIANA USA INC.

Print Name: _____

By: _____
Lyle Strachan, its Secretary

Print Name: _____

_____, Notary Public

My commission expires: _____

(SEAL)

THUS DONE, READ AND PASSED on this ___ day of _____, 2011, at my office in _____, Louisiana, in the presence of me, Notary, and the undersigned competent witnesses who have signed in the presence of the party and me, Notary.

WITNESSES:

DONEE:

**THE AVOUELLES PARISH PORT
COMMISSION**

Print Name: _____

By: _____
Samuel T. Maddie, President

Print Name: _____

_____, Notary Public, Notary/Bar No. _____