

APPENDIX "1"

Exhibit 8 - Section 215 Covenant

LAND TITLE ACT
FORM C
(Section 219.81)
Province of British Columbia

GENERAL INSTRUMENT -- PART 1 (This area for Land Title Office use) Page 1 of 5 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: *
(PID) (LEGAL DESCRIPTION)

NO PID NUMBER [Legal Description of the "Land" to be inserted]

009-141-111 Block B, Section 23, Victoria District, Plan 368

3. NATURE OF INTEREST: *

Description	Document Reference (page and paragraph)	Person Entitled to Interest
Section 215 Covenant	Entire Document	Transferee

4. TERMS: Part 2 of this instrument consists of (select one only)

- (a) Filed Standard Charge Terms
 - (b) Express Charge Terms
 - (c) Release
- D.F. No.
Annexed as Part 2
There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in item 3 is released or discharged as a charge on the land described in item 2.

5. TRANSFEROR(S): *

THE CORPORATION OF THE DISTRICT OF OAK BAY

6. TRANSFEREE(S): (Including postal address(es) and postal code(s)) *

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Environment, Lands and Parks, Parliament Buildings, Victoria, British Columbia V8V 1X4

7. ADDITIONAL OR MODIFIED TERMS: *

Not Applicable

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)	Execution Date Y M D	Party(ies) Signature(s)
_____	_____	THE CORPORATION OF THE DISTRICT OF OAK BAY by its authorized signatory(ies)
_____	_____	_____

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, c.116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

If space insufficient, enter "SEE SCHEDULE" and attached schedule in Form E.

TERMS OF INSTRUMENT - PART 2

Page 3

WHEREAS

- A. The Transferor is the registered owner in fee simple of Parcel 1 (defined below).
- B. The Transferor acquired Parcel 2 (defined below) from the Transferee and as a condition of the acquisition the Transferor agreed with the Transferee not to sell or transfer Parcel 1 separately from Parcel 2 and to register this Agreement as a charge against Parcel 1 and Parcel 2.

NOW THEREFORE in consideration of the sum of \$1.00 now paid by the Transferee to the Transferor (the receipt and sufficiency of which is acknowledged by the Transferor), the parties agree as follows:

1. In this Part

"Parcel 1" means

Parcel Identifier 009-141-111
Block B, Section 23, Victoria District, Plan
368;

"Parcel 2" means

NO PID NUMBER
[legal description from "Crown Grant" to be
inserted]; and

"sell or transfer" means to transfer by any method and includes assign, give, grant, charge, convey, bequeath, devise, ~~Release, or~~ divest, release and agreeing to do any of those things.

2. The Transferor agrees with the Transferee that it will not

- (a) sell or transfer Parcel 1, or any portion of it, separately from Parcel 2; or

Page 4

- (b) sell or transfer Parcel 2, or any part of it, separately from Parcel 1.
3. The Transferor also agrees to indemnify and save the Transferee harmless from all losses, damages, costs and liabilities, including fees of solicitors and other professional advisers, arising out of any breach, violation or nonperformance of any term, condition, covenant or other provision of this Agreement.
 4. No term, condition, covenant or other provision of this Agreement will be considered to have been waived by the Transferee unless such waiver is expressed in writing by the Transferee and the waiver by the Transferee of any such breach will not be construed as or constitute a waiver of any further or other breach.
 5. This Agreement is binding upon and enures to the benefit of the parties and their respective successors and assigns.
 6. In this Agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.
 7. This Agreement will be interpreted according to the laws of the Province of British Columbia.
 8. If there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference includes a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to in this Agreement are enactments of the Province of British Columbia.

Page 5

9. If any section of this Agreement or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, will be considered separate and severable and the remaining parts or sections, as the case may be, will not be affected and will be enforceable to the fullest extent permitted by law.
10. This Agreement will be registered as a charge against the Land pursuant to section 215 of the Land Title Act.
11. This Agreement, despite its date of execution, is effective on registration of title to Parcel 2 in fee simple in the name of the Transferor.

END OF DOCUMENT