

BY EMAIL AND RESS

October 3, 2025
Ms. Nancy Marconi
Registrar
Ontario Energy Board
Suite 2700, 2300 Yonge Street
P.O. Box 2319
Toronto, ON M4P 1E4

jbarretto@cassels.com
tel: +1 403 351 3825

Dear Ms. Marconi,

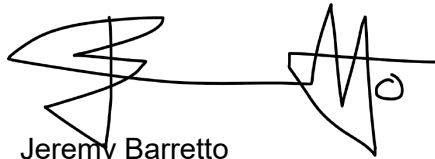
Impala Canada Ltd. – Expropriation Application for the Impala Canada Ltd. transmission line – Application

Impala Canada Ltd. (“**Impala**”) hereby applies to the Ontario Energy Board (“**OEB**”) pursuant to section 99(1).2 of the *Ontario Energy Board Act, 1998*¹ for authority to expropriate certain interests in the lands as more particularly described and shown in the attached plans and descriptions.

Impala confirms that all documents filed in support of Impala’s application do not disclose any personal information under the *Freedom of Information and Protection of Privacy Act*².

An electronic copy of this Application has been filed through the OEB’s Regulatory Electronic Submission System.

Sincerely,



Jeremy Barretto

cc: Tim Hill, Chief Executive Officer, Impala Canada Ltd.

¹ SO 1998, c 15, Sch B.

² RSO 1990, c F 31.

ONTARIO ENERGY BOARD

IN THE MATTER OF the Ontario Energy Board Act, 1998, S.O.
1998, c.15, Schedule B (the “**OEB Act**”);

AND IN THE MATTER OF section 99 (1) of the OEB Act; and

AND IN THE MATTER OF an Application by Impala Canada Ltd.
for authority to expropriate land for the purpose of operating a
transmission line to Impala Canada Ltd.’s mine.

APPLICATION FOR AUTHORITY TO EXPROPRIATE LAND INTERESTS
IMPALA CANADA LTD.

October 3, 2025

A. INTRODUCTION

1. Impala Canada Ltd. ("**Impala**") owns and operates a 115 kV transmission line and facilities (the "**Impala Line**"). The Impala Line is an integral part of the Lac des Iles Mine (the "**LDI Mine**"), which is located approximately 130 kilometres ("**km**") by road northwest of Thunder Bay. Appendix 4 of this Application provides an aerial map showing the location of the entire route for the Impala Line that originates from the Impala Junction Station and proceeds to the LDI Mine. This circuit supplies the LDI Mine.
2. Impala requires expropriation of a permanent easement over two parcels on which the Impala Line is currently located in order to ensure the continued safe and productive operations and potential closure of the LDI Mine.
3. Impala has operated its transmission line on these parcels for 29 years and has engaged with the owner for almost a year to confirm the necessary land rights. The landowner has demanded that Impala remove the Impala Line and rejected negotiating a reasonable agreement.
4. Expropriation is in the public interest in this case because the Impala Line is the only source of clean, efficient power for the LDI Mine, including the LDI Mine's environmental and safety management systems. The Impala Line is also the only transmission line serving an economically and strategically important area which includes the LDI Mine deposit, which is one of only two known pure palladium sources in North America. Moreover, removal of the Impala Line would result in future environmental and stakeholder impacts to construct a new line to serve the area.

B. REQUESTED RELIEF

5. In accordance with Section 99(1).2 of the *Ontario Energy Board Act* ("**OEB Act**"),³ Impala seeks from the Ontario Energy Board ("**OEB**") the authority to expropriate a permanent easement over two parcels of lands on which the Impala Line is situated: Parcel 4797, District of Fort William Freehold, being part of Grand Trunk Pacific Block 3, District of Thunder Bay, designated as Part 1 on Plan 55R-10563 and Parcel 4782, District of Fort William Freehold, being Part of Grand Trunk Pacific Block 1, District of Thunder Bay, designated as Part 1 on Plan 55R-10564 (the "**Properties**") and as more particularly described and shown in the plans and descriptions attached hereto.

³ 1998, S.O. 1998, c.15, Schedule B.

6. In the alternative, Impala requests such other relief as the OEB may determine to be necessary and in the public interest to maintain the ongoing safe and reliable operation of the Independent Electric System Operator-controlled transmission grid, including the Impala Line, and the ongoing safe and reliable operation of the LDI Mine.

C. BACKGROUND

i. The Impala Line and the Properties

7. The Impala Line delivers power to the Lac des Iles Mine site near Thunder Bay, Ontario and ties directly into the IESO-controlled grid, in the Township of Ware, near the Silver Falls Generating Station. The Impala Line is 65 km in length. A map illustrating the full Impala Line route is included in Appendix 4 of this Application.
8. Based on the stamps on the poles of the Impala Line and other surrounding documentation, Impala understands that the Impala Line was constructed in 1996 by PowerTel Utilities Contractors Limited (“**PowerTel**”) as contractor for North American Palladium Ltd. (“**NAPL**”) and Lac Des Iles Mines Ltd. (“**Lac Des Iles**”).
9. Much of the documentation related to the construction of the Impala Line almost thirty years ago has not been located, due in part to the changes of ownership. Impala has conducted such due diligence as possible by reviewing its own records, contacting PowerTel, and submitting a request under the *Freedom of Information and Protection of Privacy Act*⁴ (“**FIPPA**”) on July 2, 2025. The FIPPA request has been acknowledged but not yet responded to.
10. The lands required for the Impala Line, including the current easements over the Properties, were originally acquired through a combination of private easement agreements and public land use permits.
11. The Properties are subject to easement F0092792 and F0092791 dated February 18, 1999 and registered December 30, 1999 (the “**Easements**”). The Easements were acquired from Abitibi-Consolidated Ltd. (“**Abitibi**”) by NAPL and Lac Des Iles. Abitibi then sold the lands to North Star Forestry Ltd. (“**North Star**”), a subsidiary of Wagner Forest Management Ltd. (collectively with North Star, “**Wagner**”), in December 2005. Wagner is

⁴ R.S.O. 1990, c. F.31.

therefore the current owner of the Properties and successor under the Easements. Copies of the Easements are included in Appendix 5.

12. The Easements were granted in perpetuity, with an initial term of 25 years subject to renewal.

ii. Engagement with the Properties Owner

13. Impala has engaged with Wagner to reach a voluntary agreement for more than ten months. Impala has been flexible and reasonable and provided numerous forms of counteroffer and potential land rights. Wagner has rejected them all.
14. As of the date of this Application, negotiations with Wagner have been unsuccessful, despite Impala's best efforts to negotiate in good faith. Impala maintains that the Easements remain in force in perpetuity but has made this application to provide certainty for the future of the Impala Line.
15. Impala initially proposed renewal of the Easements and offered consideration to Wagner for a renewal of the Easements in perpetuity. However, Wagner and Impala have not been able to come to a voluntary agreement on such a renewal. Wagner has agreed in principle to the terms of such a renewal but has rejected all reasonable offers of compensation. The only issue outstanding between Wagner and Impala is the amount of compensation, as shown in the detailed summary following.
16. Compensation has always been the core disagreement preventing voluntary agreement by negotiation, and in that negotiation, Wagner has refused to substantially vary its position. By early 2025, Wagner and Impala were in near agreement on the terms of a renewal of the Easements. Before that point, and increasingly after, the discussion focused on compensation for such a renewal.
17. Wagner's compensation offers have been unreasonable and unmoving. Wagner has maintained that compensation up to the total replacement value of the Impala Line, or half that value, is justified.
18. Impala meanwhile engaged an independent, third-party appraiser to appraise the lands in question in order to provide fair consideration for the continuation of the Easements. Impala obtained this appraisal from an accredited appraiser with the Appraisal Group (Thunder Bay) Inc. to provide for fair consideration of the Easement renewal. Such appraisal was prepared in accordance with the Canadian Uniform Standards of

Professional Practice adopted by the Appraisal Institute of Canada. Wagner has provided no such objective basis for its unreasonable offers and has instead referred to the “unique” situation of the Impala Line.

19. Impala has consistently provided counteroffers, including different forms of easement and land purchase, to attempt to reach a mutually agreeable solution. Impala’s offers have grown by more than 10 times from its first offer. Impala has offered to renew the existing Easements, to agree to new easements on terms suggested by Wagner, and to purchase in fee simple the required lands. Wagner meanwhile stayed in the same proposed band of compensation and has not suggested it has any issue with the terms of a potential easement. In May, 2025, Wanger rejected Impala’s latest offer. On May 23, 2025, Impala requested Wagner provide a counter offer and received no response. On September 4, 2025, Impala notified Wagner of the planned filing of this application. On September 11, 2025, Wagner reengaged in discussions with Impala. Impala participated in those discussions in good faith but the parties were unable to reach a resolution.
20. In most recent discussions, Wagner has offered shorter terms of easement. As discussed further below, a shorter easement is not in the public interest. Impala requires power to the LDI Mine to maintain vital safety and environmental management systems for an indefinite period. The parties also have material differences regarding the cost of an indefinite easement, the details of which have been discussed without prejudice.
21. Impala understands that Wagner’s position is that the Impala Line be removed from the Properties if an agreement acceptable to Wagner is not reached.
22. Wagner’s demands to remove the Impala Line are not in the public interest, given the importance of the Impala Line as discussed further below. Wagner’s demands for removal and unreasonable compensation demonstrate that there is no viable path for a reasonable voluntary agreement for the rights required for the Impala Line on the Properties. Impala remains open to engaging in discussions for a reasonable agreement for an indefinite easement.

D. PROJECT LAND REQUIREMENTS

23. Expropriation authority is sought over limited land interests, namely, those required to safely and reliably operate the Impala Line on the Properties now and in the future. The expropriation authority sought in this Application is limited to the already existing Impala

Line on the Properties. The expropriation relief sought in this Application is intended to provide Impala with identical land interests to those provided through the voluntary agreements of the Easements.

24. Given Wagner's request for removal of the Impala Line after the Extension Period, Impala must seek expropriation authority from the OEB to confirm it is able to operate the Impala Line, irrespective of Impala's ongoing willingness to secure these rights voluntarily. The ongoing operation of the Impala Line is necessary for the operational and environmental safety of the LDI Mine as discussed further below.

E. DESCRIPTION OF THE LAND INTERESTS TO BE EXPROPRIATED

25. A description of the Properties and the specific permanent easement interests in the Properties which Impala is seeking authority to expropriate is attached as Appendix 1. The description is inclusive of all land interests Impala requires to access, inspect, operate and maintain the Impala Line.
26. Impala has conducted a search of title sufficient to identify the current registered Properties owners, those who hold registrable interests in the lands, and those with any interest in the lands directly affected by this Application. The names of these directly affected individuals are listed in Appendix 3. Impala confirms that all those directly affected by this Application were notified in writing, on September 3 and 4, 2025, of Impala's intentions to proceed and seek the relief now requested in this Application.
27. Attached hereto in Appendix 2 are copies of reference plans suitable for registration, showing the lands over which authority to expropriate the interests set out in Appendix 1 is being requested.
28. As noted above, Impala is willing to negotiate with Wagner for the necessary rights to support the Impala Line and the LDI Mine. This Application will be updated over the course of this proceeding should negotiations ameliorate and proceed to completion.

F. APPLICATION OF SECTION 99 OF THE OEB ACT

29. The OEB has exclusive jurisdiction in all matters where such jurisdiction is conferred on it by the OEB Act, Section 19(6). Accordingly, the OEB is the proper authority to review and make the decision to resolve this dispute.

30. The OEB is conferred with jurisdiction over expropriation for electricity transmission lines by Section 99 of the OEB Act. Pursuant to Section, a person may expropriate land for the purpose of an electricity transmission line, if such an expropriation is in the public interest:

99 (1) The following persons may apply to the Board for authority to expropriate land for a work:

1. Any person who has leave under this Part or a predecessor of this Part.
2. Any person who intends to construct, expand or reinforce an electricity transmission line or an electricity distribution line or make an interconnection and who is exempted under this Act from the requirement to obtain leave.

(2) The Board shall set a date for the hearing of the application, but the date shall not be earlier than 14 days after the date of the application.

(3) The applicant shall file with the Board a plan and description of the land required, together with the names of all persons having an apparent interest in the land.

(4) [Repealed]

(5) If after the hearing the Board is of the opinion that the expropriation of the land is in the public interest, it may make an order authorizing the applicant to expropriate the land.

31. The leave referenced in Section 99(1).1. is leave to construct, an approval given by the OEB which approves the physical transmission line infrastructure.⁵ Transmission lines serving private customers are exempt from the requirement for an application for leave to construct under the *Definitions and Exemptions Regulation* ("**D&E Regulation**"),⁶ Section 6.2(1)(e):

6.2 (1) Subsection 92 (1) of the Act does not apply to, ...

- (e) a person, other than a licensed transmitter or licensed distributor, that constructs, expands or reinforces an electricity transmission line, if the cost

⁵ OEB Act, s. 92.

⁶ O Reg 161/99.

of the construction, expansion or reinforcement of the line is to be exclusively paid for by the person;

32. The OEB has affirmed the availability of expropriation for transmission lines which are exempt from the leave to construct requirement.⁷ The OEB has also confirmed that private companies building private transmission lines, for private purposes, can have access to expropriation as it is “a part of the overall scheme for transmission projects.”⁸
33. Accordingly, Impala submits that if the Impala Line was constructed today, Impala would be exempt from the requirement for leave to construct, and would be able to seek expropriation as required. Impala is a private company who owns a private transmission line which is a part of the overall scheme for transmission projects. Impala is not a licensed transmitter, and the Impala Line, when constructed, was paid for exclusively by its constructor, NAPL and Lac Des Iles.
34. However, Impala recognizes that the Impala Line was not constructed under the OEB Act. At the time of the construction of the Impala Line in 1996:
 - (a) The jurisdiction of the OEB under the *Ontario Energy Board Act*⁹ only extended to gas infrastructure;
 - (b) There was no requirement to obtain approvals to construct infrastructure such as transmission lines under the *Public Utilities Act*;¹⁰ and
 - (c) Transmission lines were not designated as major commercial or business enterprises or activities which were subject to environmental assessment under the *Environmental Assessment Act*.¹¹

⁷ OEB, EB-2006-0352, Application by Hydro One Networks Inc. for authority to expropriate land for the purposes of an overhead transmission line for the Toyota Woodstock Transmission Interconnection project, April 25, 2007, para 16 [**Toyota Procedural Decision**]; Final Decision: OEB, EB-2006-0352, Application by Hydro One Networks Inc. for authority to expropriate land for the purposes of an overhead transmission line for the Toyota Woodstock Transmission Interconnection project, July 19, 2007 [**Toyota Final Decision**].

⁸ OEB Decision and Order EB-2011-0394, An application for an Order granting leave to construct Transmission facilities for McLean’s Mountain Wind LP, June 28, 2012, para 36 [**McLean’s Mountain Decision**].

⁹ RSO 1990, Chapter O.13.

¹⁰ RSO 1990,

¹¹ OR 345/93, *Designation and Exemption – Private Sector Developers*; *Ontario Environmental Assessment Act*, RSO 1990, Chapter E.18.

35. However, the OEB has also previously granted expropriation to restore historic easements. Enbridge Gas Distribution Inc. (“**Enbridge**”) sought to restore an easement for a gas pipeline. The easement was previously granted by the St. Lawrence Seaway Authority to Enbridge’s predecessor. The land was then subdivided and sold to private owners, though it was not clear at what point the easement was lost.¹² Enbridge argued that removal of the line would have resulted “in 46 distribution stations being below the minimum inlet pressures and approximately 5,600 residential and certain large volume contract customers being without natural gas and a further 1,400 customers with compromised delivery.”¹³ Given these considerations, the OEB found the restoration through expropriation was in the public interest.¹⁴
36. Impala respectfully submits that the situation it faces in relation to the Properties and the Impala Line is analogous to the situation faced by Enbridge, and Section 99 of the OEB Act should similarly be applied to allow this application for expropriation authorization. Specifically, as discussed further below, the Impala Line provides electricity to important existing load, namely the LDI Mine and all of its environmental management and safety systems. The operation of those systems would be significantly disrupted if the expropriations are not granted and the Impala Line is removed, as sought by Wagner.
37. Moreover, as noted, Impala’s alternative to expropriation on the Properties is to build a new transmission line to serve the LDI Mine, and this would be an inefficient outcome not in the public interest. Wagner has explicitly compared the renewal of the Easements to the alternative of a new transmission line. If Impala were to proceed with a new transmission line, an expropriation application would be available to Impala for that new line, under Section 99(1).2. of the OEB Act and Section 6.2(1)(e) of the D&E Regulation. However, the construction of a new transmission line across the same lands as an existing line would be duplicative, inefficient, and create new potential impacts on stakeholders. As the OEB has previously noted, “the concern about duplication of facilities is grounded in environmental and economic efficiency concerns.”¹⁵ Impala should not be forced to

¹² OEB, EB-2011-0391, Application by Enbridge Gas Distribution Inc. for a declaration and order(s) to expropriate land for the purposes of a natural gas distribution main in the City of Welland in the Region of Niagara, June 14, 2012, para 6 [**Welland Restoration Decision**].

¹³ Welland Restoration Decision, para 3.

¹⁴ Welland Restoration Decision, para 16.

¹⁵ OEB Decision and Order, RP-2005-0022, EB-2005-0441, EB-2005-0442, EB-2005-0443, EB-2005-0473, January 6, 2006, p 29, PDF 33 of 87; see also OEB Decision and Order, EB-2012-0433, EB-2013-0074, EB-2012-0451, January 30, 2014, p 51, PDF 57 of 97.

such an inefficient outcome in order to obtain the land rights necessary for the transmission infrastructure essential to the ongoing operations of the LDI Mine.

G. PUBLIC INTEREST

38. The expropriation authority requested herein is required for Impala to safely operate and maintain the Impala Line and provide service to, and in turn safely operate and maintain, the LDI Mine. The rights in the lands requested herein are integral to the continued uninterrupted use of the Impala Line and therefore are in the public interest.
39. The LDI Mine has been operational for more than 25 years, employs over 700 people and significantly contributes to local businesses, thereby making a substantial contribution to the local economy. These contributions include important community benefits agreements with Fort William First Nation and Whitesand First Nation and memorandums of understanding with Métis Nation of Ontario and Red Sky Métis Independent Nation. Job creation, community investment and Indigenous partnerships are key benefits of the ongoing work at the LDI Mine, until at-least mid-next year. These benefits are dependent on the Impala Line.
40. Impala is in the process of determining the future of the LDI Mine and has made initial plans for cessation of commercial production of the mine primarily due to the price of palladium. However, the LDI Mine will continue to provide significant community benefits for some time. Provincially and federally regulated on-site activities for environmental management and safety will also continue and require electricity for some time. Impala has not decided on the timeline for formal closure at the LDI Mine, and so those activities may continue indefinitely. Moreover, the long-term future of the LDI Mine site and the deposit on which it sits are uncertain. Future palladium prices may support further development at the mine site, which still has a significant critical mineral resource.
41. Dams, pumps, and other systems related to the tailings management and water management systems at the LDI Mine all require consistent, reliable electricity in order to protect the environment and human health and safety. For instance, electrical systems associated with one of the shafts of the LDI Mine are required in order to maintain underground infrastructure such as the mine sumps and the fuel bay. As noted, Impala has not decided when formal closure will begin. However, even once closure has begun, electricity service to the LDI Mine will be required to operate environmental and safety features such as pumping and dam services for the water management and tailings

management facilities and related systems. The Impala Line serves those needs and does so in the most environmentally responsible and efficient manner.

42. The LDI Mine not only significantly contributes to the local economy of the region, it is also one of two known pure palladium sources in North America. Bill 5, Protect Ontario by Unleashing our Economy Act, 2025 ("**Bill 5**")¹⁶, received royal assent on June 5, 2025. Bill 5's Preamble discusses public interest in terms of security, resilience, economic development and support for Ontario's critical minerals of which includes palladium.¹⁷ Therefore, the continued and uninterrupted operation of the Impala Line, to serve the LDI Mine, or any future development at the LDI Mine site, serves Ontario's security, resilience and economic development objectives and is therefore in the public interest. The removal of the portions of the Impala Line on the Properties would effectively cut off any further development of the significant and strategic resource at the LDI Mine.
43. In addition to the strong public interest benefits of maintaining the safe and environmentally responsible operation of the LDI Mine, the expropriation sought in this Application also preserves the Impala Line itself. If the Impala Line is removed from the Properties as sought by Wagner, it would strand the remaining 46 km of the Impala Line. This outcome would be extremely inefficient, wasting significant installed transmission infrastructure which would otherwise have a long service life. The Impala Line also has the potential to serve other development in the Thunder Bay District, including mining, renewable energy and hydroelectric power, as well as potentially connecting currently off-grid Indigenous communities. Removing an existing power line with the ability to serve current and future customers is not in the public interest. Replacing the Impala Line now or at a later date would be economically inefficient and would result in all the impacts of the construction of a long, linear project such as a transmission line. These impacts would include, among others, clearing, disruption of wildlife and attendant potential impacts on Aboriginal rights and interests, and the need to acquire new land rights.
44. In sum, maintaining the existing Impala Line has significant public interest benefits. Negotiations with Wagner have stalled and Wagner has demanded that the Impala Line be removed from the Properties. Impala and other stakeholders require certainty on the

¹⁶ Bill 5, Chapter 4 of the Statutes of Ontario, 2025, online: [Bill 5, Protect Ontario by Unleashing our Economy Act, 2025 - Legislative Assembly of Ontario](#).

¹⁷ See for instance Ontario, Ontario's Critical Minerals Strategy, Unlocking potential to drive economic recovery and prosperity 2022-2027, March, 2022, p 16, PDF 16 of 53, online: [Ontario's Critical Mineral Strategy](#).

future of the Impala Line and Impala therefore respectfully submits that the expropriation authority sought in this Application is in the public interest.

H. NOTICE

45. Impala requests that a copy of all documents filed with the Board be served on Impala and Impala's counsel, as follows:

(a) The Applicant:

Tim Hill
Chief Executive Officer
Impala Canada Ltd.
Mailing Address: 69 Yonge Street, Suite 700
Toronto, Ontario
M5E 1K3
Telephone: (416) 360-7590
Electronic access: info@impalacanada.com

(b) The Applicant's Counsel:

Jeremy Barretto
Cassels Brock & Blackwell LLP
Mailing Address: Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance Street
Toronto, ON M5H 0B4
Telephone: (403) 351-3825
Electronic access: jbarretto@cassels.com

I. CONCLUSION

46. This Application for authority to expropriate certain interests in the lands as more particularly described and shown in the plans and descriptions attached hereto and any other relief the OEB may deem necessary is respectfully submitted to the Board on October 3, 2025.

APPENDIX LIST

- Appendix 1 Description of Lands and Specific Interests in Lands over which Authority to Expropriate is being Requested
- Appendix 2 Reference Plans Suitable for Registration
- Appendix 3 Directly Affected Registered Interest Holders in the Properties
- Appendix 4 Route and Aerial Map
- Appendix 5 Easements

Appendix 1

Description of Lands and Specific Interests in Lands over which Authority to Expropriate is being Requested

1. In respect of the lands and premises legally described as [•] (the “**Property**”), the rights and easement in perpetuity in favour of Impala Canada Ltd., its officers, employees, agents, contractors, subcontractors, tenants, franchisees, licensees, successors and assigns (“**Impala**”), in, on, over, across, along and under that portion of the Property as shown on the diagrams attached hereto (“**Easement Area**”):
 - a. To erect, maintain and operate a privately owned transmission line with any and all structures, with guys, and to string wires thereon (all or any of which works are herein called the “**Transmission Line**”) on the Easement Area;
 - b. To keep the Easement Area clear of all brush and trees, except ornamental and fruit trees not exceeding three metres in height, and to cut or trim from time to time such trees outside the Easement Area as Impala may consider necessary for the operation or maintenance of the Transmission Line and necessary equipment, and subject to compensation being paid to the Transferor;
 - c. To erect such gates and crossings in the Easement Area as Impala may from time to time consider necessary;
 - d. For the servants, agents, contractors and workmen of Impala at all times to pass and repass with any equipment along the Easement Area to examine, repair and renew the line, subject to payment by Impala of compensation for any crop or other damage sustained by Impala due to the operation, maintenance or renewal of the line;
 - e. To remove, re-locate and reconstruct the line in the Easement Area, subject to payment by Impala of additional compensation for any damage caused thereby; and
 - f. To install an underground conductor for grounding purposes when and where required in the Easement Area, to be at a minimum depth of thirty centimetres below the surface of any arable land.
2. The owner shall not erect in the Easement Area any permanent buildings, structures, or other obstructions of any nature whatsoever.

Appendix 2

Reference Plans Suitable for Registration

KEY PLAN SCALE 1 : 300,00

PLAN 55R-10563

RECEIVED AND DEPOSITED

DATE June 30, 1997

DATE DECEMBER 12, 1996

STEVEN J. CARD

ONTARIO LAND SURVEYOR

LAND REGISTRAR FOR THE LAND TITLES DIVISION OF THUNDER BAY (No. 55)

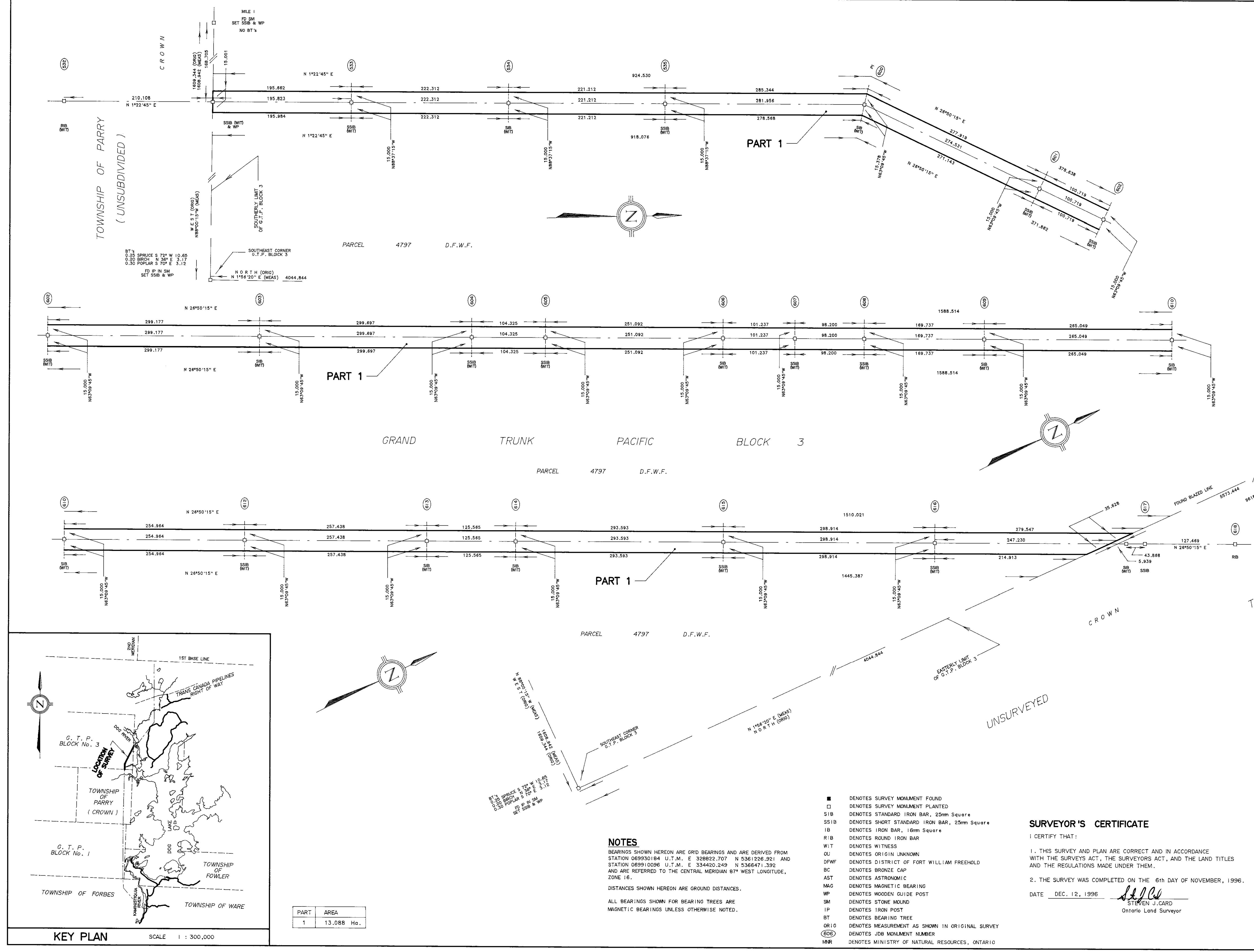
PART 1 : PART OF PARCEL 4797 D.F.W.F.

PLAN OF SURVEY OF
PART OF GRAND TRUNK PACIFIC BLOCK 3
DISTRICT OF THUNDER BAY
SCALE 1 : 2500

50 0 50 100 150
Metres

J. D. BARNES LIMITED 1996

METRIC
DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.



NOTES

BEARINGS SHOWN HEREON ARE GRID BEARINGS AND ARE DERIVED FROM STATION 069930184 U.T.M. E 328822.707 N 5361226.321 AND STATION 069910086 U.T.M. E 334420.249 N 5366471.392 AND ARE REFERRED TO THE CENTRAL MERIDIAN 87° WEST LONGITUDE, ZONE 18.

DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

ALL BEARINGS SHOWN FOR BEARING TREES ARE MAGNETIC BEARINGS UNLESS OTHERWISE NOTED.

- DENOTES SURVEY MONUMENT FOUND
- DENOTES SURVEY MONUMENT PLANTED
- SIB DENOTES STANDARD IRON BAR, 25mm Square
- SSIB DENOTES SHORT STANDARD IRON BAR, 25mm Square
- IB DENOTES IRON BAR, 18mm Square
- RIB DENOTES ROUND IRON BAR
- WIT DENOTES WITNESS
- OU DENOTES ORIGIN UNKNOWN
- DFWF DENOTES DISTRICT OF FORT WILLIAM FREEHOLD
- BC DENOTES BRONZE CAP
- AST DENOTES ASTRONOMIC
- MAG DENOTES MAGNETIC BEARING
- WP DENOTES WOODEN GUIDE POST
- SM DENOTES STONE MOUND
- IP DENOTES IRON POST
- BT DENOTES BEARING TREE
- ORIG DENOTES MEASUREMENT AS SHOWN IN ORIGINAL SURVEY
- 606 DENOTES JDB MONUMENT NUMBER
- MNR DENOTES MINISTRY OF NATURAL RESOURCES, ONTARIO

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, AND THE LAND TITLES AND THE REGULATIONS MADE UNDER THEM.

2. THE SURVEY WAS COMPLETED ON THE 6th DAY OF NOVEMBER, 1996.

DATE DEC. 12, 1996

STEVEN J. CARD
Ontario Land Surveyor

CAUTION THIS PLAN IS NOT A PLAN OF SUBDIVISION WITHIN THE MEANING OF THE PLANNING ACT.

J.D. BARNES LIMITED

SURVEYING MAPPING

LAND INFORMATION SERVICES

OFFICE OF ORIGIN

1146 ROLAND STREET

THUNDER BAY, ONTARIO

P7B 5M4

TELEPHONE (807) 622-6277

DRAWN BY: N.T.N. CHECKED BY: S.J.C. REFERENCE NO.: 96-32-216-00

Appendix 3

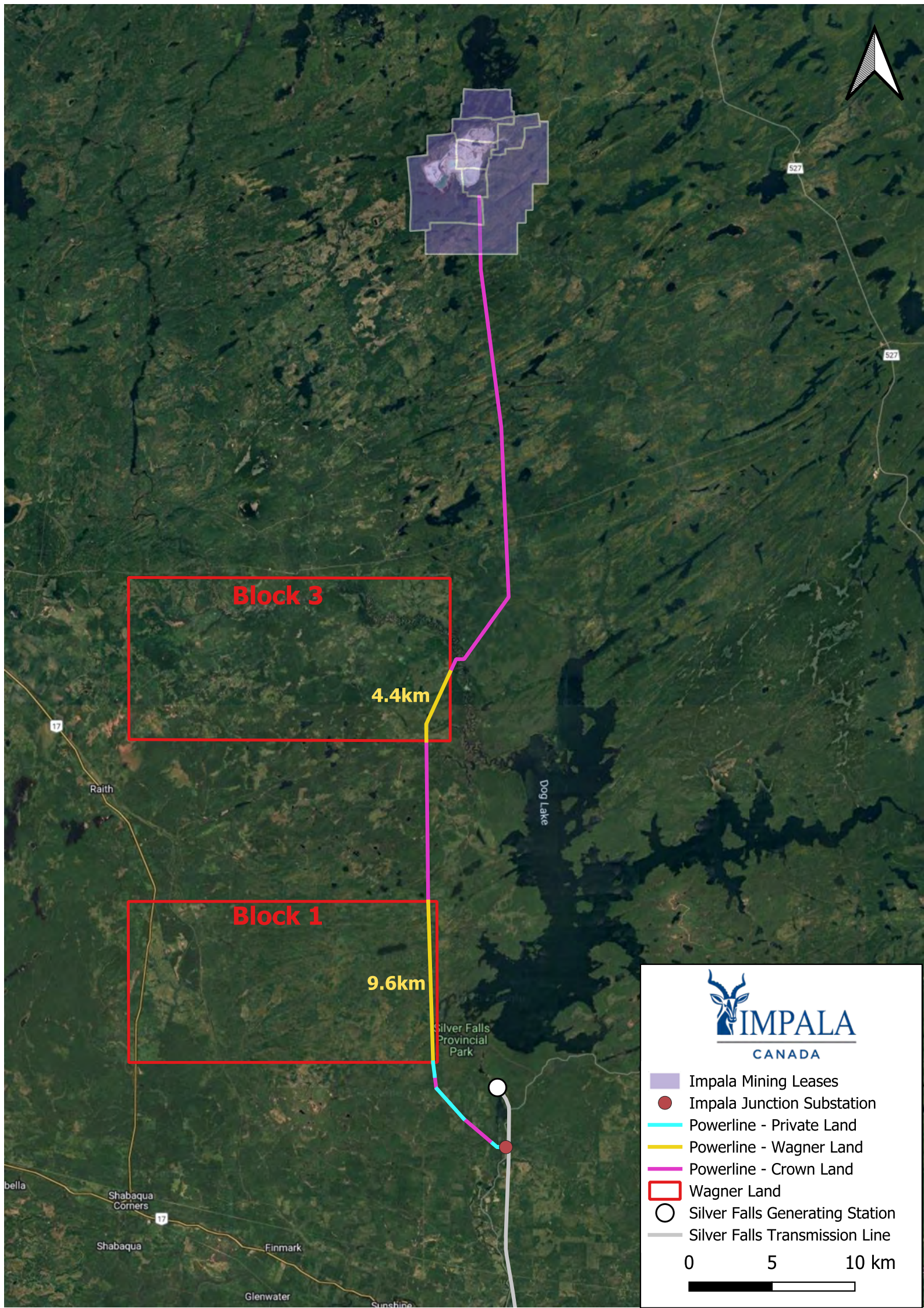
Directly Affected Registered Interest Holders in the Properties

PIN	62329-0006
Property Description	PCL 4782 SEC DFWF; BLK 1, SOMETIMES KNOWN AS G.T.P. BLOCK ONE (1) SOPER/UNSURVEYED LESS THE RIGHT OF WAY AND BALLAST PIT OF THE CANADIAN PACIFIC RAILWAY SAVING AND EXCEPTING THEREOUT AND THEREFROM THE FOLLOWING PARTS OF THE SAID BLOCK: (1) THE RIGHT OF WAY AND STATION GROUNDS OF THE GRAND TRUNK PACIFIC RAILWAY, AS SHOWN ON PLAN OF SURVEY FILED IN THE REGISTRY OFFICE FOR THE REGISTRY DIVISION OF THE SAID DISTRICT AT FORT WILLIAM AS NOS. 553 AND 554. (2) THAT PART OF SAID BLOCK ONE (1) EXPROPRIATED BY HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF ONTARIO, AS REPRESENTED BY THE MINISTER OF HIGHWAYS, AND SHOWN ON A DEPARTMENT OF HIGHWAYS PLAN OF SURVEY NUMBER P-2564-14 ATTACHED TO INSTRUMENT NO. 13729 FILED IN THE OFFICE OF LAND TITLES AT FORT WILLIAM. (3) THAT PART OF THE SAID BLOCK ONE (1) REQUIRED BY THE CANADIAN PACIFIC RAILWAY FOR A SECTION HOUSE SITE AT OSKONDAGA, THE SAID PART BEING FURTHER SHOWN ON A PLAN FILED IN THE OFFICE OF LAND TITLES AT FORT WILLIAM AS NO. M58; EXCEPT LEW30428, LEW32300, PT 1 55R6684, PT 1 55R8751, SRO PT 1, 2 55R4669, SRO PT 1 TO 9 FWR 63, SRO LEW28375; S/T PT 10 FWR63 AS IN LEW38988, S/T PT 1 55R10564 AS IN F92791, T/W PT 6, 8, 9 FWR63 AS IN LEW38927; S/T LEW31408, LT238667; DISTRICT OF THUNDER BAY
Registered Owner	NORTH STAR FORESTRY LTD. 1496 Wellington St. East, Upper Level, Sault Ste Marie,

	Ontario, P6A 2R1, Canada
Other Directly Affected Registered Interest Holders	TY130466, Registered Lease BELL MOBILITY INC. 5099 Creekbank Road Building D – 6th Floor Mississauga, Ontario L4W 5N2

PIN	62336-0001
Property Description	PCL 4797 SEC DFWF; PT BLK 3, SOMETIMES KNOWN AS G.T.P. BLK 3 ROBSON AS IN LEW23646 EXCEPT LEW32302, PT 1 TO 3 55R3936; S/T PT 1 55R10563 AS IN F92792; S/T F34126, LEW31404, LT238667; DISTRICT OF THUNDER BAY; SUBJECT TO AN EASEMENT IN GROSS AS IN TY268304
Registered Owner	NORTH STAR FORESTRY LTD. 1496 Wellington St. East, Upper Level, Sault Ste Marie, Ontario, P6A 2R1, Canada
Other Directly Affected Registered Interest Holders	None

Appendix 4
Route and Aerial Map



-  Impala Mining Leases
-  Impala Junction Substation
-  Powerline - Private Land
-  Powerline - Wagner Land
-  Powerline - Crown Land
-  Wagner Land
-  Silver Falls Generating Station
-  Silver Falls Transmission Line

0 5 10 km



HYDRO LINE CORRIDOR
SILVER FALLS ROAD TO
LAC DES ILES MINE

SCALE 1 : 100,000



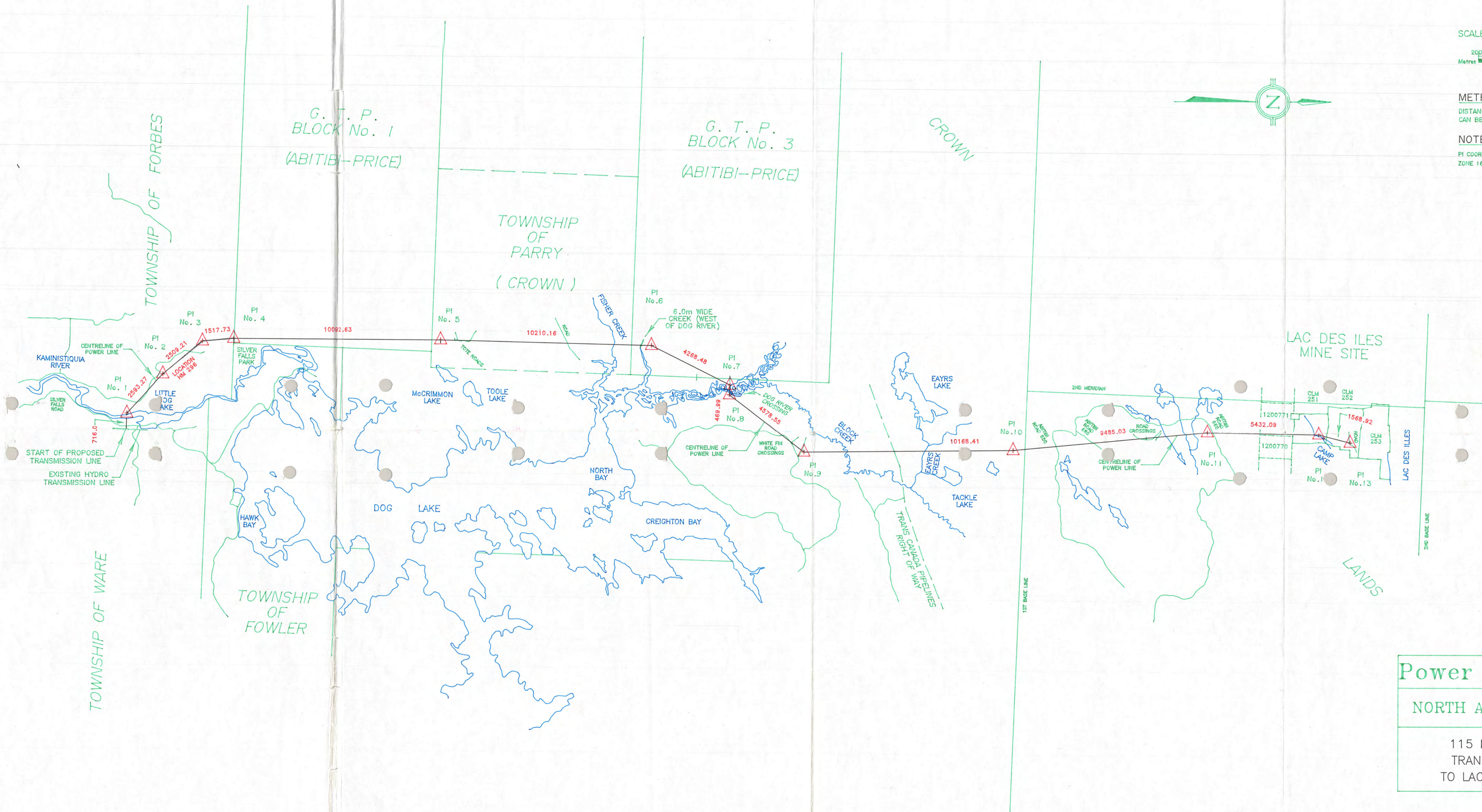
METRIC

DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND
CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

NOTES

PI COORDINATES SHOWN ARE REFERRED TO THE UTM SYSTEM
ZONE 16 (CENTRAL MERIDIAN 87° W)

POINT	EASTING	NORTHING
PI 3	305058.04	5393115.02
PI 4	304924.26	5394626.97
PI 5	304968.79	5404711.30
PI 6	305214.55	5414918.48
PI 7	307141.64	5418727.18
PI 8	307610.84	5418700.00
PI 9	310414.45	542319.79
PI 10	310311.10	5432487.68
PI 11	309413.81	5441930.17
PI 12	309502.56	5447361.53
PI 13	309900.71	5448879.09



PowerTel UTILITIES CONTRACTORS LIMITED
BOX 190 • 1 PANACHE ROAD, WHITEFISH
ONTARIO, CANADA
P0M 5E5

RECEIVED DEC 0 6 1996

Power Tel UTILITIES CONTRACTORS LIMITED
Whitefish, Ontario

NORTH AMERICAN PALLADIUM LTD.

115 KV WOOD POLE
TRANSMISSION LINE
TO LAC DES ILES MINE

NOVEMBER 27, 1996



J.D. BARNES
LIMITED

SURVEYING MAPPING
LAND INFORMATION SERVICES

OFFICE OF ORIGIN
1146 ROLAND STREET
THUNDER BAY, ONTARIO
P7B 5M4
TELEPHONE (807) 622-6277

DRAWN BY: N.T.N. CHECKED BY: S.J.C. REFERENCE NO.: 96-32-216-03

Appendix 5

Easements

Transfer/Deed of Land

Amended NOV. 1992

Form 1 — Land Registration Reform Act

A

FOR OFFICE USE ONLY

F0092791

CERTIFICATE OF RECEIPT
CERTIFICAT DE RÉCÉPISSE
THUNDER BAY 755

'99 DEC 30 PM 2 47

Robert J. Jenson
LAND REGISTRAR

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Nil.

Additional:
See
Schedule ☐

(1) Registry ☐

Land Titles ☒

(2) Page 1 of 7 pages

(3) Property
Identifier(s)

Block

Property

Additional:
See
Schedule ☐

(4) Consideration

TWENTY-SIX THOUSAND, SIX HUNDRED
and THIRTY-ONE-----26/100--Dollars \$ 26,631.26

(5) Description

This is a: Property
Division ☐

Property
Consolidation ☐

Part of
/Parcel 4782, District of Fort William
Freehold, being Part of Grand Trunk
Pacific Block 1, District of Thunder Bay,
designated as Part 1 on Plan 55R-10564;

(6) This
Document
Contains

(a) Redescription
Now Easement
Plan/Sketch ☐

(b) Schedule for:

Description ☐

Additional
Parties ☐

Other ☒

(7) Interest/Estate Transferred
Fee Simple Easement

(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that

Name(s)

ABITIBI-CONSOLIDATED INC.

Signature(s)

Per:

Name: RICHARD PICKERING
Title: Vice-President

Date of Signature
Y M D

1999 2 18

"We have authority to bind the
Corporation."

Per:

Name: JACQUES VACHON
Title: Vice-President

1999 2 18

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction

Name(s)

Signature(s)

Date of Signature
Y M D

(10) Transferor(s) Address
for Service

1155 Metcalfe Street, Suite 800, Montreal, Quebec H3B 5H2

(11) Transferee(s)

NORTH AMERICAN PALLADIUM LIMITED and

LAC DES ILES MINES LTD.

Date of Birth
Y M D

(12) Transferee(s) Address
for Service

729 Maureen Street, Thunder Bay, Ontario P7B 5J9

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act.

Date of Signature
Y M D

Date of Signature
Y M D

Signature

Signature

Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.

Name and
Address of
Solicitor

Date of Signature
Y M D

Signature

Planning Act — OPTIONAL

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50 (22) (c) (ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Name and
Address of
Solicitor

Date of Signature
Y M D

Signature

(15) Assessment Roll Number
of Property

Cty. Mun. Map Sub. Par.
58 98 650 001 00100

(16) Municipal Address of Property

Grand Trunk Pacific
Block 1
Thunder Bay, ON

(17) Document Prepared by:

LUKINUK & MCKENZIE
Barristers and Solicitors
405 - 135 N. Syndicate Avenue
Thunder Bay, Ontario
P7C 3V6

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

50-

Land Transfer Tax

133.16

Total

Additional Property Identifier(s) and/or Other Information

IN THE MATTER OF a Transfer of Easement by ABITIBI-CONSOLIDATED INC. as Transferor to NORTH AMERICAN PALLADIUM LIMITED and LAC DES ILES MINES LTD. as Transferees for the purpose of erecting a Hydro Electric Transmission Line on the lands described as Part of Parcel 4782, District of Fort William Freehold, being Part of Grand Trunk Pacific Block 1, District of Thunder Bay, designated as Part 1 on Plan 55R-10564.

1. THE Transferees have erected, or are about to erect, a line for the transmission of electrical energy on this land.

2. IN CONSIDERATION of the payment of the sum of \$26,631.26--now paid by the Transferees to the Transferor, the Transferor hereby transfers and conveys in perpetuity to the Transferees, their successors and assigns, for a term of 25 years such term subject to renewal upon the mutual consent of both parties, the rights and easement:

- a) To erect, maintain and operate a privately owned Transmission Line with any and all structures, with guys, and to string wires thereon (all or any of which works are herein called the transmission line) on the land and premises (herein called the strip) known and described as:

Part of Parcel 4782, District of Fort William Freehold,
being Part of Grand Trunk Pacific Block 1, District of
Thunder Bay, designated as Part 1 on Plan 55R-10564

- b) To keep the strip clear of all brush and trees, except ornamental and fruit trees not exceeding three metres in height, and to cut or trim from time to time such trees outside the strip as the Transferees may consider necessary for the operation or maintenance of the line and necessary equipment, and subject to compensation being paid to the Transferor;
- c) To erect such gates and crossings in the strip as the Transferees may from time to time consider necessary;
- d) For the servants, agents, contractors and workmen of the Transferees at all times to pass and repass with any equipment along the strip to examine, repair and renew the line, subject to payment by the Transferees of compensation for any crop or other damage sustained by the Transferor due to the operation, maintenance or renewal of the line;
- e) To remove, re-locate and reconstruct the line in the strip, subject to payment by the Transferees of additional compensation for any damage caused thereby; and
- f) To install an underground conductor for grounding purposes when and where required in the strip, to be at a minimum depth of thirty centimetres below the surface of any arable land.

3. THE Transferor covenants and agrees not to erect in the strip any permanent buildings, structures, or other obstructions of any nature whatsoever.

4. ALL covenants herein contained shall be construed to be several as well as joint, and wherever the singular is used in this transfer of easement, the same shall be construed as including the plural where the context or the parties hereto so require.

Additional Property Identifier(s) and/or Other Information

CONTINUED:

5. THE burden and benefit of this transfer of easement shall run with the land and shall extend to, be binding on and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

ABITIBI-CONSOLIDATED INC.
Per:

Witness

Title:

Vice-President
CLAUDE JANEIL

Witness

Titre:

Vice-President
JACQUES VACHON

"We have authority to bind the
corporation"

Additional Property Identifier(s) and/or Other Information

DESCRIPTION OF SERVIENT TENEMENT:

PART OF PARCEL 4782,
DISTRICT OF FORT WILLIAM FREEHOLD,
BEING PART OF GRAND TRUNK PACIFIC BLOCK 1,
DISTRICT OF THUNDER BAY,
DESIGNATED AS PART 1 ON PLAN 55R-10564

DESCRIPTION OF DOMINANT TENEMENT:

Firstly:

All that parcel or tract of land situate, lying and being in the District of Thunder Bay and Province of Ontario, being composed of Parcel 2982, Section Thunder Bay Leasehold which is more particularly described as follows:

Land and land under water, in the Lac des Iles Area, containing by admeasurement 580.76 acres, be the same more or less, being composed of that part of the said District of Thunder Bay together with the land under the waters of the unnamed lake lying within Mining Claim TB 405361; the unnamed lake lying within Mining Claims TB 405364 and TB 405365; the unnamed lake lying within Mining Claims TB 405370 and TB 405371; the unnamed lake lying within Mining Claim TB 352376; the unnamed creek lying within Mining Claim TB 405364; the unnamed creek lying within Mining Claims TB 405370, TB 405369, TB 405366, TB 405367, TB 405362 and TB 405361; and the unnamed creek lying within Mining Claims TB 405373, TB 405374 and TB 352376, designated as Part 1 on a plan and field notes of Perimeter Survey CLM 251 deposited in the Land Registry Office at Thunder Bay as 55R-6016, comprising Mining Claims TB 352375, TB 352376, TB 405361, TB 405362, TB 405363, TB 405364, TB 405365, TB 405366, TB 405367, TB 405368, TB 405369, TB 405370, TB 405371, TB 405372, TB 405373 and TB 405374;

Saving and Excepting thereout and therefrom the surface rights only on and over a strip of land along the easterly and westerly shores of the unnamed lake lying within Mining Claim TB 405361 and which said strips of land are bounded by the high water mark of the said unnamed lake and by a line, every point of which is distant 400 feet from the nearest point in the said high water mark; and on and over a strip of land along the northerly shore of the unnamed lake lying within Mining Claims TB 405370 and TB 405371 and which said strip of land is bounded by the high water mark of the said unnamed lake and by a line, every point of which is distant 400 feet from the nearest point in the said high water mark, containing by admeasurement 60.24 acres, be the same more or less.

Additional Property Identifier(s) and/or Other Information

Secondly:

All that Parcel or Tract of Land situate, lying and being in the Lac des Iles Area, in the District of Thunder Bay and Province of Ontario, being composed of Parcel 2983, Section Thunder Bay Leasehold which is more particularly described as follows:

Containing by admeasurement 843.60 acres, be the same more or less, being composed of that part of the said District of Thunder Bay together with the land under the waters of the unnamed lake lying within Mining Claim TB 352377; the unnamed lake lying within Mining Claims TB 405358 and TB 405359 and TB 405360; and the unnamed lake lying within Mining Claim TB 405357, designated as Part 1 on a plan and field notes of Perimeter Survey CLM 252 deposited in the Land Registry Office at Thunder Bay as 55R- 6015, comprising Mining Claims TB 352260, TB 352261, TB 352262, TB 352372, TB 352373, TB 352374, TB 352377, TB 352378, TB 352379, TB 404122, TB 404123, TB 404124, TB 404125, TB 405357, TB 405358, TB 405359, TB 405360, TB 405375, TB 405376, TB 405377 and TB 405378;

Saving and Excepting thereout and therefrom the surface rights only on and over a strip of land along the easterly and westerly shores of the unnamed lake lying within Mining Claims TB 405358, TB 405359 and TB 405360 and which said strips of land are bounded by the high water mark of the said unnamed lake and by a line, every point of which is distant 400 feet from the nearest point in the said high water mark; and on and over a strip of land along the easterly and westerly shores of the unnamed lake lying within Mining Claim TB 405357 and which said strips of land are bounded by the high water mark of the said unnamed lake and by a line, every point of which is distant 400 feet from the nearest point in the said high water mark, containing by admeasurement 59.40 acres, be the same more or less.

Thirdly:

All that Parcel or Tract of Land situate, lying and being in the Lac des Iles area, in the District of Thunder Bay, and the Province of Ontario, being composed of Parcel 2984, Section Thunder Bay Leasehold which is more particularly described as follows:

The mines, ores, minerals and mining rights in, upon and under that part of the said District of Thunder Bay together with the land under the waters of Lac des Iles, designated as Part 1 on a plan and field notes of Perimeter Survey CLM- 254 deposited in the Land Registry Office at Thunder Bay as 55R-6035, comprising Mining Claims TB 384484, TB 384485, TB 384486, TB 384487, TB 384488, TB 384489, TB 384490, TB 384491, TB 384492, TB 384889, TB 384890, TB 384891, TB 384892, TB 384893, TB 384894, TB 384895, TB 384896, TB 384897, TB 384898, TB 384899, TB 384900, TB 384901, TB 384902, TB 384903, TB 404132, TB 404133, TB 404134 and TB 404135.

Additional Property Identifier(s) and/or Other Information

Fourthly:

All that Parcel or Tract of Land and Land situate, lying and being in the Lac des Iles Area, in the District of Thunder Bay and Province of Ontario, being composed of Parcel 2985, Section Thunder Bay Leasehold which is more particularly described as follows:

That part of the said District of Thunder Bay together with the land under the waters of Lac des Iles; the unnamed lake lying within Mining Claims TB 352256 and TB 352370; the unnamed lake lying within Mining Claims TB 352258, TB 352257 and TB 352371; and the unnamed creek lying within Mining Claims TB 352256 and TB 352259, designated as Part 1 on a plan and field notes of Perimeter Survey CLM 253 deposited in the Land Registry Office at Thunder Bay as 55R-6034, comprising Mining Claims TB 352256, TB 352257, TB 352258, TB 352259, TB 352263, TB 352264, TB 352370, TB 352371, TB 384904, TB 384905, TB 384906, TB 384907, TB 384908, TB 384909, TB 404126, TB 404127, TB 404128, TB 404129, TB 404130 and TB 404131. Containing by admeasurement 977.87 acres, be the same more or less;

Saving and Excepting thereout and therefrom the surface rights only on and over all islands and parts of islands; a strip of land along the northerly and southerly shores of Lac des Iles and which said strips of land are bounded by the high water mark of Lac des Iles and by a line, every point of which is distant 400 feet from the nearest point in the said high water mark; and on and over a strip of land among the northerly shore of the unnamed lake lying within Mining Claim TB 405357 and which said strip of land is bounded by the high water mark of the said unnamed lake and by a line, every point of which is distant 400 feet from the nearest point in the said high water mark, containing by admeasurement 179.08 acres, be the same more or less.

or to all instructions on reverse side.
THE MATTER OF THE CONVEYANCE OF An easement over part of Parcel 4782, District of Fort William
Freehold, being Part of Grand Trunk Pacific Block 1, District of Thunder Bay, designated
as Part 1 on Plan 55R-10564

BY (print names of all transferors in full) ABITIBI-CONSOLIDATED INC.

TO (see instruction 1 and print names of all transferees in full) NORTH AMERICAN PALLADIUM LIMITED and
LAC DES ILES MINES LTD.

I, (see instruction 2 and print name(s) in full) IAN B. MCKENZIE, of the City of Thunder Bay, in the
District of Thunder Bay

MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
☐ (c) A transferee named in the above-described conveyance;
☒ (d) The authorized agent or solicitor acting in this transaction for (insert name(s) of principal(s)) NORTH AMERICAN PALLADIUM LIMITED
and LAC DES ILES MINES LTD.

☐ described in paragraph(s) (a), (b), (c) above; (strike out references to inapplicable paragraphs)

☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s)) _____

☐ described in paragraph(s) (a), (b), (c) above; (strike out references to inapplicable paragraphs)

☐ (f) A transferee described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) _____ who is my spouse described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

2. (To be completed where the value of the consideration for the conveyance exceeds \$400,000).

I have read and considered the definition of "single family residence" set out in clause 1(1)(a) of the Act. The land conveyed in the above-described conveyance

- ☐ contains at least one and not more than two single family residences.
☐ does not contain a single family residence.
☐ contains more than two single family residences. (see instruction 3)

Note: Clause 2(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences.

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5) none

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

(a) Monies paid or to be paid in cash	\$ 26,631.26	
(b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price)	\$ nil	
(ii) Given back to vendor	\$ nil	
(c) Property transferred in exchange (detail below)	\$ nil	
(d) Securities transferred to the value of (detail below)	\$ nil	
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$ nil	
(f) Other valuable consideration subject to land transfer tax (detail below)	\$ nil	
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f))	\$ 26,631.26	\$ 26,631.26
(h) VALUE OF ALL CHATTELS - items of tangible personal property (Retail Sales Tax is payable on the value of all chattels unless exempt under the provisions of the "Retail Sales Tax Act", R.S.O. 1990, c.434, as amended)	\$ nil	
(i) Other consideration for transaction not included in (g) or (h) above	\$ nil	
(j) TOTAL CONSIDERATION	\$ 26,631.26	

All Blanks
Must Be
Filled In.
Insert "Nil"
Where
Applicable.

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6) n/a

6. If the consideration is nominal, is the land subject to any encumbrance? n/a

7. Other remarks and explanations, if necessary. n/a

Sworn before me at the City of Thunder Bay

in the District of Thunder Bay

this 24th day of June 1994

K. Walker

KATHERINE WALKER, A Commissioner for
taking Affidavits, District of Thunder Bay, for
LUKINUK & MCKENZIE, Barristers and Solicitors.
Expires June 10, 2000.

A Commissioner for taking Affidavits, etc.

Property Information Record

- A. Describe nature of instrument: Transfer of Easement
B. (i) Address of property being conveyed (if available) n/a
(ii) Assessment Roll No. (if available) 58 98 650 001 00100
C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) 729 Maureen Street, Thunder Bay,
Ontario, P7B 5J9
D. (i) Registration number for last conveyance of property being conveyed (if available) 23648
(ii) Legal description of property conveyed: Same as in D.(i) above. Yes ☒ No ☐ Not known ☐
E. Name(s) and address(es) of each transferee's solicitor
LUKINUK & MCKENZIE
405-135 N. Syndicate Avenue
Thunder Bay, ON P7C 3V6

For Land Registry Office Use Only	
Registration No.	
Registration Date	Land Registry Office No.

School Tax Support (Voluntary Election) See reverse for explanation

- (a) Are all individual transferees Roman Catholic? Yes ☐ No ☐
(b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes ☐ No ☐
(c) Do all individual transferees have French Language Education Rights? Yes ☐ No ☐
(d) If Yes, do all individual transferees wish to be French Language Education Rights Supporters? Yes ☐ No ☐

Transfer/Deed of Land

Amended 11/01/1992

Form 1 — Land Registration Reform Act

A

FOR OFFICE USE ONLY F0092792 CERTIFICATE OF RECEIPT CERTIFICAT DE REÇU THUNDER BAY, ONTARIO '99 DEC 30 PM 2 48 New Property Identifiers Executions Additional See Schedule ☐		(1) Registry ☐ Land Titles ☒ (2) Page 1 of 47 pages		(2) Property Identifier(s) Block Property Additional See Schedule ☐																						
		(4) Consideration ELEVEN THOUSAND, NINE HUNDRED and NINETY-THREE-----74/100----- Dollars \$ 11,993.74																								
		(5) Description This is a: Property Division ☐ Property Consolidation ☐ Part of /Parcel 4797, District of Fort William Freehold, being Part of Grand Trunk Pacific Block 3, District of Thunder Bay, designated as Part 1 on Plan 55R-10563;																								
		(6) This Document Contains (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒ (7) Interest/Estate Transferred Fee Simple Easement																								
(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that <table style="width:100%;"> <tr> <td style="width:50%;">Name(s)</td> <td style="width:20%;">Signature(s)</td> <td style="width:30%;">Date of Signature</td> </tr> <tr> <td>ABITIBI-CONSOLIDATED INC.</td> <td></td> <td>1999 2 18</td> </tr> <tr> <td>"We have authority to bind the Corporation."</td> <td></td> <td>1999 2 18</td> </tr> <tr> <td></td> <td>Name: RICHARD PICKERING</td> <td></td> </tr> <tr> <td></td> <td>Title: Vice-President</td> <td></td> </tr> <tr> <td></td> <td>Name: JACQUES VACHON</td> <td></td> </tr> <tr> <td></td> <td>Title: Vice-President</td> <td></td> </tr> </table>						Name(s)	Signature(s)	Date of Signature	ABITIBI-CONSOLIDATED INC.		1999 2 18	"We have authority to bind the Corporation."		1999 2 18		Name: RICHARD PICKERING			Title: Vice-President			Name: JACQUES VACHON			Title: Vice-President	
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	Title: Vice-President																									
	Name: JACQUES VACHON																									
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(9) Spouse(s) of Transferor(s) I hereby consent to this transaction <table style="width:100%;"> <tr> <td style="width:50%;">Name(s)</td> <td style="width:20%;">Signature(s)</td> <td style="width:30%;">Date of Signature</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>						Name(s)	Signature(s)	Date of Signature																		
Name(s)	Signature(s)	Date of Signature																								
(10) Transferor(s) Address for Service 1155 Metcalfe Street, Suite 800, Montreal, Quebec H3B 5K2																										
(11) Transferee(s) <table style="width:100%;"> <tr> <td style="width:70%;">Name(s)</td> <td style="width:30%;">Date of Birth</td> </tr> <tr> <td>NORTH AMERICAN PALLADIUM LIMITED and</td> <td></td> </tr> <tr> <td>LAC DES ILES MINES LTD.</td> <td></td> </tr> </table>						Name(s)	Date of Birth	NORTH AMERICAN PALLADIUM LIMITED and		LAC DES ILES MINES LTD.																
Name(s)	Date of Birth																									
NORTH AMERICAN PALLADIUM LIMITED and																										
LAC DES ILES MINES LTD.																										
(12) Transferee(s) Address for Service 729 Maureen Street, Thunder Bay, Ontario P7B 5J9																										
(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act. <table style="width:100%;"> <tr> <td style="width:50%;">Signature</td> <td style="width:20%;">Date of Signature</td> <td style="width:30%;">Date of Signature</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table> Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing. <table style="width:100%;"> <tr> <td style="width:50%;">Name and Address of Solicitor</td> <td style="width:20%;">Signature</td> <td style="width:30%;">Date of Signature</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>						Signature	Date of Signature	Date of Signature				Name and Address of Solicitor	Signature	Date of Signature												
Signature	Date of Signature	Date of Signature																								
Name and Address of Solicitor	Signature	Date of Signature																								
(14) Solicitor for Transferee(s) I have investigated the title to this land and to adjoining land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50 (22) (c) (i) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing. <table style="width:100%;"> <tr> <td style="width:50%;">Name and Address of Solicitor</td> <td style="width:20%;">Signature</td> <td style="width:30%;">Date of Signature</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>						Name and Address of Solicitor	Signature	Date of Signature																		
Name and Address of Solicitor	Signature	Date of Signature																								
(15) Assessment Roll Number of Property <table style="width:100%;"> <tr> <td>City</td> <td>Mun.</td> <td>Map</td> <td>Sub.</td> <td>Par.</td> </tr> <tr> <td>58</td> <td>98</td> <td>650</td> <td>002</td> <td>00100</td> </tr> </table>						City	Mun.	Map	Sub.	Par.	58	98	650	002	00100											
City	Mun.	Map	Sub.	Par.																						
58	98	650	002	00100																						
(16) Municipal Address of Property Grand Trunk Pacific Block 3 Thunder Bay, ON		(17) Document Prepared by: LUKINUK & MCKENZIE Barristers and Solicitors 405 - 135 N. Syndicate Avenue Thunder Bay, Ontario P7C 3V6																								
FOR OFFICE USE ONLY		Fees and Tax <table style="width:100%;"> <tr> <td style="width:50%;">Registration Fee</td> <td style="width:50%;">50</td> </tr> <tr> <td>Land Transfer Tax</td> <td>59.97</td> </tr> <tr> <td>Total</td> <td></td> </tr> </table>				Registration Fee	50	Land Transfer Tax	59.97	Total																
		Registration Fee	50																							
		Land Transfer Tax	59.97																							
		Total																								

Additional Property Identifier(s) and/or Other Information

IN THE MATTER OF a Transfer of Easement by ABITIBI-CONSOLIDATED INC. as Transferor to NORTH AMERICAN PALLADIUM LIMITED and LAC DES ILES MINES LTD. as Transferees for the purpose of erecting a Hydro Electric Transmission Line on the lands described as Part of Parcel 4797, District of Fort William Freehold, being Part of Grand Trunk Pacific Block 3, District of Thunder Bay, designated as Part 1 on Plan 55R-10563.

1. THE Transferees have erected, or are about to erect, a line for the transmission of electrical energy on this land.

2. IN CONSIDERATION of the payment of the sum of \$11,993.74--now paid by the Transferees to the Transferor, the Transferor hereby transfers and conveys in perpetuity to the Transferees, their successors and assigns, for a term of 25 years such term subject to renewal upon the mutual consent of both parties, the rights and easement:

- a) To erect, maintain and operate a privately owned Transmission Line with any and all structures, with guys, and to string wires thereon (all or any of which works are herein called the transmission line) on the land and premises (herein called the strip) known and described as:

Part of Parcel 4797, District of Fort William Freehold,
being Part of Grand Trunk Pacific Block 3, District of
Thunder Bay, designated as Part 1 on Plan 55R-10563

- b) To keep the strip clear of all brush and trees, except ornamental and fruit trees not exceeding three metres in height, and to cut or trim from time to time such trees outside the strip as the Transferees may consider necessary for the operation or maintenance of the line and necessary equipment, and subject to compensation being paid to the Transferor;
- c) To erect such gates and crossings in the strip as the Transferees may from time to time consider necessary;
- d) For the servants, agents, contractors and workmen of the Transferees at all times to pass and repass with any equipment along the strip to examine, repair and renew the line, subject to payment by the Transferees of compensation for any crop or other damage sustained by the Transferor due to the operation, maintenance or renewal of the line;
- e) To remove, re-locate and reconstruct the line in the strip, subject to payment by the Transferees of additional compensation for any damage caused thereby; and
- f) To install an underground conductor for grounding purposes when and where required in the strip, to be at a minimum depth of thirty centimetres below the surface of any arable land.

3. THE Transferor covenants and agrees not to erect in the strip any permanent buildings, structures, or other obstructions of any nature whatsoever.

4. ALL covenants herein contained shall be construed to be several as well as joint, and wherever the singular is used in this transfer of easement, the same shall be construed as including the plural where the context or the parties hereto so require.

Additional Property Identifier(s) and/or Other Information

CONTINUED:

5. THE burden and benefit of this transfer of easement shall run with the land and shall extend to, be binding on and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

ABITIBI-CONSOLIDATED INC.
Per:

Witness

Witness

Title: Vice-President
CLAUDE JANEL

Title: Vice-President
JACQUES VACHON

"We have authority to bind the
corporation"

Additional Property Identifier(s) and/or Other Information

DESCRIPTION OF SERVIENT TENEMENT:

PART OF PARCEL 4797,
DISTRICT OF FORT WILLIAM FREEHOLD,
BEING PART OF GRAND TRUNK PACIFIC BLOCK 3,
DISTRICT OF THUNDER BAY,
DESIGNATED AS PART 1 ON PLAN 55R-10563

DESCRIPTION OF DOMINANT TENEMENT:

Firstly:

All that parcel or tract of land situate, lying and being in the District of Thunder Bay and Province of Ontario, being composed of Parcel 2982, Section Thunder Bay Leasehold which is more particularly described as follows:

Land and land under water, in the Lac des Iles Area, containing by admeasurement 580.76 acres, be the same more or less, being composed of that part of the said District of Thunder Bay together with the land under the waters of the unnamed lake lying within Mining Claim TB 405361; the unnamed lake lying within Mining Claims TB 405364 and TB 405365; the unnamed lake lying within Mining Claims TB 405370 and TB 405371; the unnamed lake lying within Mining Claim TB 352376; the unnamed creek lying within Mining Claim TB 405364; the unnamed creek lying within Mining Claims TB 405370, TB 405369, TB 405366, TB 405367, TB 405362 and TB 405361; and the unnamed creek lying within Mining Claims TB 405373, TB 405374 and TB 352376, designated as Part 1 on a plan and field notes of Perimeter Survey CLM 251 deposited in the Land Registry Office at Thunder Bay as 55R-6016, comprising Mining Claims TB 352375, TB 352376, TB 405361, TB 405362, TB 405363, TB 405364, TB 405365, TB 405366, TB 405367, TB 405368, TB 405369, TB 405370, TB 405371, TB 405372, TB 405373 and TB 405374;

Saving and Excepting thereout and therefrom the surface rights only on and over a strip of land along the easterly and westerly shores of the unnamed lake lying within Mining Claim TB 405361 and which said strips of land are bounded by the high water mark of the said unnamed lake and by a line, every point of which is distant 400 feet from the nearest point in the said high water mark; and on and over a strip of land along the northerly shore of the unnamed lake lying within Mining Claims TB 405370 and TB 405371 and which said strip of land is bounded by the high water mark of the said unnamed lake and by a line, every point of which is distant 400 feet from the nearest point in the said high water mark, containing by admeasurement 60.24 acres, be the same more or less.

Additional Property Identifier(s) and/or Other Information

Secondly:

All that Parcel or Tract of Land situate, lying and being in the Lac des Iles Area, in the District of Thunder Bay and Province of Ontario, being composed of Parcel 2983, Section Thunder Bay Leasehold which is more particularly described as follows:

Containing by admeasurement 843.60 acres, be the same more or less, being composed of that part of the said District of Thunder Bay together with the land under the waters of the unnamed lake lying within Mining Claim TB 352377; the unnamed lake lying within Mining Claims TB 405358 and TB 405359 and TB 405360; and the unnamed lake lying within Mining Claim TB 405357, designated as Part 1 on a plan and field notes of Perimeter Survey CLM 252 deposited in the Land Registry Office at Thunder Bay as 55R-6015, comprising Mining Claims TB 352260, TB 352261, TB 352262, TB 352372, TB 352373, TB 352374, TB 352377, TB 352378, TB 352379, TB 404122, TB 404123, TB 404124, TB 404125, TB 405357, TB 405358, TB 405359, TB 405360, TB 405375, TB 405376, TB 405377 and TB 405378;

Saving and Excepting thereout and therefrom the surface rights only on and over a strip of land along the easterly and westerly shores of the unnamed lake lying within Mining Claims TB 405358, TB 405359 and TB 405360 and which said strips of land are bounded by the high water mark of the said unnamed lake and by a line, every point of which is distant 400 feet from the nearest point in the said high water mark; and on and over a strip of land along the easterly and westerly shores of the unnamed lake lying within Mining Claim TB 405357 and which said strips of land are bounded by the high water mark of the said unnamed lake and by a line, every point of which is distant 400 feet from the nearest point in the said high water mark, containing by admeasurement 59.40 acres, be the same more or less.

Thirdly:

All that Parcel or Tract of Land situate, lying and being in the Lac des Iles area, in the District of Thunder Bay, and the Province of Ontario, being composed of Parcel 2984, Section Thunder Bay Leasehold which is more particularly described as follows:

The mines, ores, minerals and mining rights in, upon and under that part of the said District of Thunder Bay together with the land under the waters of Lac des Iles, designated as Part 1 on a plan and field notes of Perimeter Survey CLM-254 deposited in the Land Registry Office at Thunder Bay as 55R-6035, comprising Mining Claims TB 384484, TB 384485, TB 384486, TB 384487, TB 384488, TB 384489, TB 384490, TB 384491, TB 384492, TB 384889, TB 384890, TB 384891, TB 384892, TB 384893, TB 384894, TB 384895, TB 384896, TB 384897, TB 384898, TB 384899, TB 384900, TB 384901, TB 384902, TB 384903, TB 404132, TB 404133, TB 404134 and TB 404135.

Additional Property Identifier(s) and/or Other Information

Fourthly:

All that Parcel or Tract of Land and Land situate, lying and being in the Lac des Iles Area, in the District of Thunder Bay and Province of Ontario, being composed of Parcel 2985, Section Thunder Bay Leasehold which is more particularly described as follows:

That part of the said District of Thunder Bay together with the land under the waters of Lac des Iles; the unnamed lake lying within Mining Claims TB 352256 and TB 352370; the unnamed lake lying within Mining Claims TB 352258, TB 352257 and TB 352371; and the unnamed creek lying within Mining Claims TB 352256 and TB 352259, designated as Part I on a plan and field notes of Perimeter Survey CLM 253 deposited in the Land Registry Office at Thunder Bay as 55R-6034, comprising Mining Claims TB 352256, TB 352257, TB 352258, TB 352259, TB 352263, TB 352264, TB 352370, TB 352371, TB 384904, TB 384905, TB 384906, TB 384907, TB 384908, TB 384909, TB 404126, TB 404127, TB 404128, TB 404129, TB 404130 and TB 404131. Containing by admeasurement 977.87 acres, be the same more or less;

Saving and Excepting thereout and therefrom the surface rights only on and over all islands and parts of islands; a strip of land along the northerly and southerly shores of Lac des Iles and which said strips of land are bounded by the high water mark of Lac des Iles and by a line, every point of which is distant 400 feet from the nearest point in the said high water mark; and on and over a strip of land among the northerly shore of the unnamed lake lying within Mining Claim TB 405357 and which said strip of land is bounded by the high water mark of the said unnamed lake and by a line, every point of which is distant 400 feet from the nearest point in the said high water mark, containing by admeasurement 179.08 acres, be the same more or less.

Page 7 of 7
Affidavit of Residence and of Value of the Consideration
Form 1 - Land Transfer Tax Act

for to all instructions on reverse side. An easement over part of
IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) / Parcel 4797, District of Fort William
Freehold, being Part of Grand Trunk Pacific Block 3, District of Thunder Bay, designated
as Part 1 on Plan 55R-10563

BY (print names of all transferors in full) ABITIBI-CONSOLIDATED INC.

TO (see instruction 1 and print names of all transferees in full) NORTH AMERICAN PALLADIUM LIMITED and
LAC DES ILES MINES LTD.

1. (see instruction 2 and print name(s) in full) IAN B. MCKENZIE, of the City of Thunder Bay, in the
District of Thunder Bay

MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)
- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☐ (c) A transferee named in the above-described conveyance;
- ☒ (d) The authorized agent or solicitor acting in this transaction for (insert name(s) of principal(s)) NORTH AMERICAN PALLADIUM LIMITED
and LAC DES ILES MINES LTD.
- ☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s))
described in paragraph(s) (a), (b), (c) above; (strike out references to inapplicable paragraph(s))
- ☐ (f) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s))
described in paragraph(s) (a), (b), (c) above; (strike out references to inapplicable paragraph(s))
- ☐ (g) A transferee described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on
behalf of (insert name of spouse) who is my spouse described
in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

2. (To be completed where the value of the consideration for the conveyance exceeds \$400,000.)

- I have read and considered the definition of "single family residence" set out in clause 1(1)(a) of the Act. The land conveyed in the above-described conveyance
- ☐ contains at least one and not more than two single family residences. *Notice: Clause 2(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences.*
- ☐ does not contain a single family residence.
- ☐ contains more than two single family residences. (see instruction 2)

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5) none

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

(a) Monies paid or to be paid in cash	\$ 11,993.74	
(b) Mortgages (i) Assumed (show principal and interest to be charged against purchase price)	\$ nil	
(ii) Given back to vendor	\$ nil	
(c) Property transferred in exchange (detail below)	\$ nil	
(d) Securities transferred to the value of (detail below)	\$ nil	
(e) Loans, legacies, annuities and maintenance charges to which transferor is subject	\$ nil	
(f) Other valuable consideration subject to land transfer tax (detail below)	\$ nil	
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f))	\$ 11,993.74	\$ 11,993.74
(h) VALUE OF ALL CHATTELS - items of tangible personal property (Halt Sales Tax is payable on the value of all chattels unless exempt under the provisions of the "Halt Sales Tax Act", R.S.O. 1990, c.454, as amended)	\$ nil	
(i) Other consideration for transaction not included in (g) or (h) above	\$ nil	
(j) TOTAL CONSIDERATION	\$ 11,993.74	

As Clerk
Must Be
Filed In
Insert "Nil"
Where
Applicable.

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6) n/a

6. If the consideration is nominal, is the land subject to any encumbrance? n/a

7. Other remarks and explanations, if necessary. n/a

Sworn before me the City of Thunder Bay

in the District of Thunder Bay
this 24th day of June 1998

L. Walker KATHERINE WALKER, A Commissioner for
the District of Thunder Bay, for
Lukinuk and McKenzie, Barristers and Solicitors.

A Commissioner for taking Affidavits, etc.
Property Information Record Expires June 10, 2000.

For Land Registry Office Use Only	
Registration No.	
Registration Date	Land Registry Office No.
A. Describe nature of instrument: Transfer of Easement B. (i) Address of property being conveyed (if available) n/a (ii) Assessment Roll No. (if available) 58 98 650 002 00100 C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) 729 Maureen Street, Thunder Bay, Ontario, P7B 5J9 D. (i) Registration number for last conveyance of property being conveyed (if available) 23646 (ii) Legal description of property conveyed: Same as in D.(i) above. Yes ☒ No ☐ Not known ☐ E. Name(s) and address(es) of each transferee's solicitor LUKINUK & MCKENZIE 405-135 N. Syndicate Avenue Thunder Bay, ON P7C 3V6	

School Tax Support (Voluntary Election) See reverse for explanation

- (a) Are all individual transferees Roman Catholic? Yes ☐ No ☐
- (b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes ☐ No ☐
- (c) Do all individual transferees have French Language Education Rn? ☐

ABITIBI-PRICE

ABITIBI-PRICE INC., Fort William Business Unit,
1735 City Road, P.O. Box 160, Thunder Bay, Ont., P7C 4V8



C.G. Trivers Limited
P.O. Box 70, R.R. #2
Thessalon, Ontario
P0R 1L0

Attention: Mr. Colin Trivers
P.Eng. OLS

February 16, 1996

Subject: North American Palladium Ltd.
Lac Des Illes Mine
Proposed Easements Through
Abitibi-Price Inc. Blocks 1 & 3

Colin:

Per our discussions regarding the proposed transmission line crossing Abitibi-Price Inc. private lands, and subject to the execution of an easement agreement between Abitibi-Price Inc. and North American Palladium Ltd; the forestry team has examined the affected lands and is proposing the following terms and conditions.

These terms and conditions of easement will be renegotiated in the event that the current route is altered, the right of way specifications are amended, or any party gives due cause that the proposed transmission line should be reassessed prior to obtaining an agreement for the proposed route in its entirety.

Return the signed Agreement in duplicate and forward the easement draft as directed below.

NOW THEREFORE this Agreement witnesseth that in consideration of the terms and conditions described herein, the parties agree as follows:

- i) North American Palladium Ltd. will pay Abitibi-Price Inc. a one time sum of \$ 38,625 for an easement to construct and maintain a 115kV transmission line, for the Lac Des Illes Mine on 41.7 hectares (103 acres) across Abitibi-Price Inc. private lands at locations indicated by maps faxed to us by yourself, acting as a representative of PowerTel Utilities Contractors Limited and North American Palladium Ltd., for an easement term of 25 years such term subject to renewal upon the mutual consent of both parties.
- ii) North American Palladium Ltd. will assume all costs of survey and legal costs associated with drafting an easement document. The draft of easement will be submitted to Brian Barker of the Law Department, and Mike Senko, Real Estate Manager, Abitibi-Price Inc., 207 Queen's Quay West, Suite 680, Box 102, Toronto,

Non ASSIGN-
MENT
CLAUSE
XX

Ontario, M5J 2P5. Abitibi-Price Inc. gives North American Palladium Ltd. its permission to make application for the necessary severance approvals required under the Planning Act

- iii) Despite that the proposed right of way corridor will be 30 metres in width more or less, Abitibi-Price Inc. agrees to permit North American Palladium Ltd. to deviate from the right of way corridor for access purposes only, in areas of steep terrain, swamps and/or creek crossings on the right of way corridor. Deviations must be reported to Abitibi-Price Inc. prior to cutting and will be revised and approved at Abitibi-Price Inc. discretion. North American Palladium Ltd. agrees that all operations will conform to logging, clearing and environmental standards acceptable to Abitibi-Price Inc. and those within the guidelines of the Ministry of the Environment, Ministry of Natural Resources, and Ministry of Labour.
- iv) All merchantable timber on the right of way corridor and along any area within the permissible access to right of way deviation, as specified in clause iii, will be felled by North American Palladium Ltd. and will remain the property of Abitibi-Price Inc. After such felling North American Palladium Ltd. will sort by species, forward and delimb the timber within (15) fifteen days to an accessible road location, within the private lands specified by Abitibi-Price Inc., at no cost to Abitibi-Price Inc., for pickup by haul truck before such date as determined by Abitibi-Price Inc. on an annual basis but not later than March 10.
- v) If in the opinion of Abitibi-Price Inc. merchantable timber has been left abandoned in the proposed right of way, or has been declared unsalvageable by North American Palladium Ltd., North American Palladium Ltd. will be levied a charge of \$ 75.00 per cubic metre for all felled or otherwise downed trees, as assessed by Abitibi-Price Inc., plus the cost of scaling approved by Abitibi-Price Inc.
- vi) North American Palladium Ltd. or any of its contractors may be restricted access to areas of regeneration or sites deemed fragile by Abitibi-Price Inc.. In the event that such sites are disturbed, North American Palladium Ltd. will be levied a charge of \$ 3000.00 per hectare affected plus any environmental remediation costs incurred.
- vii) Access to the proposed transmission line and all roads constructed or improved will be at the discretion of Abitibi-Price Inc.. North American Palladium Ltd. will be responsible for obtaining the necessary permits and permissions, and for all costs associated with access, road construction, timber extraction, and clearing.
- viii) Measures will be taken by North American Palladium Ltd. to protect all lakes, ponds, rivers, and streams from contamination, erosion, or deterioration of any kind. Temporary water crossing structures or alterations will be removed prior to North American Palladium Ltd. contractor's site abandonment or before September 30, 1996, whichever comes first.
- ix) Abitibi-Price Inc. must be provided with written details of any proposed operations on Abitibi-Price Inc. private lands, and received by the Fort William Business Unit Forestry Department 7 working days prior to operation commencement. The details will include, but are not limited to: selected contractors, project scheduling,

transmission line engineering at roads and major watercrossings, and environmental remediation plans.

- x) North American Palladium Ltd. shall at all times during the construction of the 115 kV transmission line ensure that all work is done in compliance with the Occupational Health and Safety Act, and all other statutes, by-laws, regulations, orders and directions of the Government and regulatory authorities having jurisdiction affecting the designs, installations, and operation of the hydro transmission line.
- xi) North American Palladium Ltd. will not interfere with, obstruct, or take priority over any operations of Abitibi-Price Inc. or its contractors, or authorized commercial operators, which will include but are not limited to: logging, silviculture, mining, tourism, recreation, and trapping.
- xii) North American Palladium Ltd. will restore the land to a natural forested state once the proposed transmission line ceases to be used for the purpose of electrical transmission by North American Palladium Ltd., its assigns, successors, or Ontario Hydro; through natural regeneration, planting or seeding, at no cost to Abitibi-Price Inc.. All proposed silvicultural or vegetation prescriptions proposed for the right of way must be approved by Abitibi-Price Inc. North American Palladium Ltd. will also remove all non-wood transmission line structures; including, lines, transformers, hardware, structures, and render any land alterations to a natural state, at the discretion of Abitibi-Price Inc. North American Palladium will provide upon request, copies of amendments made by North American Palladium Ltd., of its closure plan filed with the Ministry of Northern Development and Mines as they affect the right of way corridor.
- xiii) In the event that the use of the proposed transmission line should change from its original intent, Abitibi-Price Inc. reserves the right to cancel or renegotiate the terms and conditions of easement, subject to renewal of the term of the easement as specified in clause i.
- xiv) North American Palladium Ltd. shall arrange and maintain at its expense, throughout the term of its works on Abitibi-Price Inc. lands, comprehensive general liability insurance which shall include coverage for personal injury, death and property damage, all on an occurrence basis with respect of all operations carried out upon the land and/or in any building and other facilities and use and occupancy of the land by North American Palladium Ltd., with limits for any one occurrence or claim not less than \$ 5,000,000 (Cdn. dollars). Such insurance will name North American Palladium Ltd. and Abitibi-Price Inc. as co-insured and contain a cross liability clause. A certified copy of such policy(ies) or satisfactory certificates in lieu thereof shall be given to Abitibi-Price Inc. for approval on or before the commencement of the work on Abitibi-Price Inc. lands. Such insurance policies shall contain an endorsement clause that such policies shall not be cancelled or modified except upon 30 days notice in writing thereof to Abitibi-Price Inc.
- xv) North American Palladium Ltd. agrees to comply with all applicable federal, provincial and local environmental laws, regulations, guidelines and policies

concerning environmental protection, pollution, noise control and abatement while on site. North American Palladium Ltd. agrees not to bring onto Abitibi-Price Inc. lands any material or substance dangerous to the environment, public health, crops water supplies or soil quality, without the prior written approval of Abitibi-Price Inc. North American Palladium Ltd. further agrees not to remove, transport or dispose of any waste materials from the site without first obtaining the necessary permits or approvals to remove, transport or dispose of any such materials on-site without the prior approval of Abitibi-Price Inc. North American Palladium Ltd. also agrees to report any spill or discharge of any material or substance immediately to Abitibi-Price Inc. and to the responsible governmental authorities and take all appropriate actions to stop the spillage, contain the spilled material and remediate the site immediately. North American Palladium Ltd. agrees to follow any government direction or order.

- xvi) North American Palladium Ltd. shall assume all liability and obligation for any loss, damage or injury (including death) to persons or property that would not have happened but for this agreement or anything done or maintained by North American Ltd. under this Agreement or intended so to be; and North American Palladium Ltd. shall, at all times, indemnify and save harmless Abitibi-Price Inc. from and against all such loss, damage, or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims or demands arising therefrom or connected therewith.
- xvii) North American Palladium Ltd. shall ensure all its employees, servants, agents and contractors in any way involved with the construction of the 115kV transmission line are made aware of and at all times comply with the terms and conditions of this agreement and with all safety and environmental laws and all applicable rules and regulations.
- xviii) Immediately upon completing the construction of the 115 kV transmission line as contemplated under this Agreement, North American Palladium Ltd. shall, at the expense of North American Palladium Ltd., have the 115 kV transmission line inspected by Ontario Hydro or an independent third party engineering firm, approved by Abitibi-Price Inc, whose report of such inspection shall be forwarded to Abitibi-Price Inc. North American Palladium Ltd shall immediately upon the receipt of notice from Abitibi-Price Inc. carry out at its own expense, any and all remedial, additional, corrective or reconstructive work as Abitibi-Price Inc., at its discretion, may require North American Palladium Ltd. to perform to meet the satisfaction of Abitibi-Price Inc. Abitibi-Price Inc. shall not be responsible for damages of any nature or kind as a result of reconstructive work.
- xix) North American Palladium Ltd. agrees to indemnify and save Abitibi-Price Inc. and any of its servants, agents or employees harmless from and against all claims, demands, actions, causes of action, fines, damages, losses, costs, liabilities, expenses of any kind whatsoever (including without limitation, legal fees and the expenses incurred in connection with the enforcement of the indemnity) which may be brought or enforced against Abitibi-Price Inc. both during and following the termination or expiration of this Agreement. North American Palladium Ltd. agrees to pay any government fine or penalty forthwith.

- xx) Neither North American Palladium Ltd. nor Abitibi-Price Inc. shall assign this Agreement without the written consent of the other party.
- xxi) This Agreement shall endure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and permitted assigns.
- xxii) The parties agree that this Agreement shall be governed by the laws of the province of Ontario and the parties agree to submit to the jurisdiction of the courts of Ontario.
- xxiii) During the term of the easement agreement, the transmission line will at all times remain the property of North American Palladium Ltd. and North American Palladium Ltd. will request a separate tax assessment for and pay all additional taxes resulting from the transmission line establishment.
- xxiv) Abitibi-Price Inc. agrees that it will not erect any permanent buildings on the easement during the term of the easement agreement.

Notice shall be deemed to have been given to Abitibi-Price Inc. on the date of receipt at: Abitibi-Price Inc., Fort William Business Unit, 1735 City Road, P.O. Box 160, c/o General Manager, Thunder Bay, Ontario P7C 4V8.

Notice shall be deemed to have been given to North American Palladium Ltd. on the date of receipt at: North American Palladium Ltd., Lac Des Iles Mines Ltd., P.O. Box 3386, Station "P", c/o President & Chief Executive Officer, Thunder Bay, Ontario, P7B 5J9

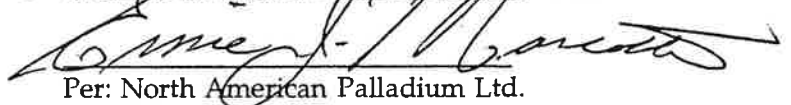
IN WITNESS WHEREOF the parties hereto have executed this agreement:

ABITIBI-PRICE INC.



Per: Abitibi-Price Inc.
~~General Manager~~
Fort William Business Unit
Fibre Manager

NORTH AMERICAN PALLADIUM LTD.



Per: North American Palladium Ltd.



witness:



witness:

Date: FEB 17/96

Date: FEB 19 1996

Volker Kromm

Forestry Systems Supervisor

cc. Herb Krueger,	PowerTel Utilities Contractors Limited
Brian Stevenson	Abitibi-Price Inc., General Manager, Fort William Business Unit
Brenda MacDonald	Abitibi-Price Inc., assigned Agreement lawyer
Brian Barker	Abitibi-Price Inc., lawyer for Fort William Business Unit
Mike Senko	Abitibi-Price Inc., Real Estate Manager
Malcolm Squires	Abitibi-Price Inc., Divisional Forester, Fort William Business Unit
Steven W. Lukinuk	Lukinuk & Mckenzie, Barristers-Solicitors-Notaries, solicitor for North American Palladium Ltd., Suite 405, 135 North Syndicate Ave., Thunder Bay (807) 622-6413 fax: (807) 622-4290



DAVIES WARD PHILLIPS & VINEBERG S.E.N.C.R.L., s.r.l.

26^e étage
1501, avenue McGill College
Montréal Canada H3A 3N9

Tél. 514 841 6400
Télec. 514 841 6499
www.dwpv.com

December 2, 2005.

Grant Ryley McIntyre
Ligne dir. 514 841 6494
gmcintyre@dwpv.com

Dossier 210039

North American Palladium Ltd.,
Lac Des Iles Mines Ltd.,
Suite 2116
130 Adelaide St. W
Toronto, Ontario
M5H 3P5

ATTN: Mary Bartoff

Dear Ms. Bartoff,

We are counsel to Abitibi-Consolidated Inc. and its affiliates (the "Company").

As discussed in our conversation on December 2, 2005, the Company is proposing to enter into a transaction whereby certain timberlands situated in the Thunder Bay area and owned by the Company will be sold. These timberlands include the lands known as "Blocks 1 and 3" as more particularly described in the attached document.

Reference is made herein to that certain easement (the "Easement") for a power line dated February 19, 1996 between Abitibi-Price (which was amalgamated into Abitibi-Consolidated Inc.) and North American Palladium Ltd. A copy of the Easement is attached hereto for your ease of convenience.

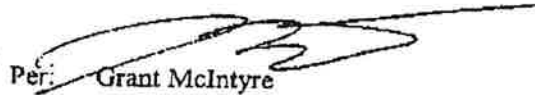
The proposed transaction will involve assigning the rights and obligations of the Company in the Easement to the purchaser. In accordance with section (xx) of the Easement, we would ask North American Palladium Ltd. to confirm, in writing, your consent to the aforementioned assignment by signing as indicated below and returning the same to the above indicated address before December 9, 2005.

MU#: 1339614.1

Page 2

Yours very truly,

DAVIES WARD PHILLIPS & VINEBERG


Per: Grant McIntyre

/grm

We consent to the foregoing this 14th
day of December 2005

NORTH AMERICAN PALLADIUM LTD.


Per: MARY ZEFF
VP LEGAL & SECRETARY.

17-196514.1

DAVIES WARD PHILLIPS & VINEBERG LLP