

Cassels

BY EMAIL AND RESS

February 5, 2026

jbarretto@cassels.com

tel: +1 403 351 3825

Ritchie Murray
Acting Registrar
Ontario Energy Board
Suite 2700, 2300 Yonge Street
P.O. Box 2319
Toronto, ON M4P 1E4

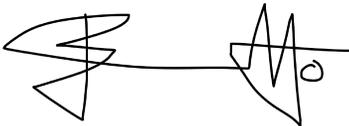
Dear Ritchie Murray,

**RE: Impala Canada Ltd. – Expropriation Application for the Impala Canada Ltd. Transmission Line, OEB File Number: EB-2025-0286
Impala Canada Ltd. Responses to North Star Forestry Ltd. Interrogatories**

In accordance with Procedural Order 1, please find enclosed Impala Canada Ltd.'s ("**Impala**") responses to interrogatories filed by North Star Forestry Ltd. ("**North Star**") in the above-noted proceeding.

An electronic copy of Impala's responses has been filed through the Ontario Energy Board's Regulatory Electronic Submission System.

Sincerely,



Jeremy Barretto
Partner
Encl.

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 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.

**IMPALA CANADA LTD. RESPONSES TO NORTH STAR FORESTRY LTD.
INTERROGATORIES**

FEBRUARY 5, 2026

North Star Interrogatories
Impala Canada Ltd.
EB-2025-0286
February 5, 2026

1-North Star-1

Reference 1: Impala Application, paras 5-6

Reference 2: Impala Application, paras 8-9

Reference 3: Impala Application, paras 29-37

Preamble: At Reference 1, para 5, Impala states that it is seeking authority to expropriate a permanent easement pursuant to subsection 99(1)2 of the OEB Act. At para 6 Impala requests “such other relief as the OEB may determine to be necessary and in the public interest”.

At Reference 2, para 8, Impala states its understanding that the Impala Line was constructed in 1996 by a contractor for the prior owner(s) of the mine. At para 9, Impala states that much of the documentation related to the construction of the Impala Line has not been located, including after searches of its own records, contacting the contractor and submitting a FIPPA request.

At Reference 3, paras 29-37, Impala discusses the application of section 99 of the OEB Act to the Impala Line.

Questions:

- (a) Please describe how and when Impala acquired the LDI Mine and the Impala Line from the predecessor owner(s), NAPL and Lac Des Iles Mines Ltd., including any consents obtained by the predecessor owner(s) to assign the Easements to Impala.
- (b) Please confirm Impala’s understanding that the Impala Line has, since approximately 1996, been interconnected to Hydro One’s (including its predecessor Ontario Hydro) transmission system. If not confirmed, please provide any information Impala has that indicates otherwise.
- (c) Please confirm that the Impala Line does not currently serve, and since Impala acquired the LDI Mine the Impala Line has not served, any customers other than Impala at the LDI Mine site.
- (d) Please confirm that Impala does not have any plans to extend, expand or reinforce the Impala Line.
- (e) If Impala does have plans to extend, expand or reinforce the Impala Line, please provide copies of any such plans, including schedule, scope and status, as well as all supporting documentation.
- (f) Further to Reference 2, para 9, please explain what information was sought through the FIPPA request and the status of that request. If a response was received, please describe the outcome.

- (g) Further to Reference 3, para 29, please clarify Impala's purpose for referencing section 19(6) of the OEB Act and any dispute resolution or other relief it may be seeking from the OEB thereunder.
- (h) Further to Reference 3, para 34, please confirm that an order of the OEB granting leave to construct the Impala Line has not been granted under Part VI of the OEB Act.
- (i) If the response to (h), above, was not confirmed and Impala takes the position that leave has been granted under Part VI of the OEB Act, please provide a copy of the relevant OEB order.
- (j) If the response to (h), above, was confirmed, please provide a copy of the equivalent instrument received from the OEB or another governmental or regulatory authority under a predecessor of Part VI of the OEB Act, pursuant to which Impala's predecessor was granted authorization to construct the transmission line.

Responses:

- (a) See responses to Staff-1.
- (b) Confirmed.
- (c) See response to Staff-3.
- (d) Impala continues to maintain the integrity of the Impala Line by replacing any damaged or worn aspects of the electrical infrastructure.
- (e) See response to North Star-1(d).
- (f) See response to Staff-1(f).
- (g) Pursuant to ss. 19(6) and 99 of the OEB Act, the OEB has exclusive jurisdiction over an application for expropriation.
- (h) The Impala Line was built before the OEB had jurisdiction over electrical transmission, so leave was not granted under Part VI of the OEB Act.
- (i) Not applicable.
- (j) See response to Staff-1(e).

2-North Star-2

Reference 1: Impala Application, paras 12, 14-15

Reference 2: Impala Application, Appendix 5 (Easements)

Preamble: At Reference 1, para 12, Impala states that the Easements were granted in perpetuity, with an initial term of 25 years subject to renewal.

At Reference 1, para 14, Impala states that it maintains that the Easements remain in force in perpetuity, but has made the application to the OEB to provide certainty. At para 15, Impala states that it has proposed renewal of the Easements and offered consideration to Wagner for renewal of the Easements.

At Reference 2, on the pages of each Easement marked "Page 2 of 7", it states that the renewal of such Easement beyond the initial 25-year term requires the "mutual consent of both parties"

Question:

- (a) Further to Reference 2, does Impala acknowledge that:
 - a. mutual consent is the sole contingency and requirement for extension of the term;
 - b. there was no mutual consent of the parties on the terms of a renewal or extension of the Easement as of February 18, 2024; and
 - c. as of the date of these interrogatories, there has been no mutual consent of the parties on the terms of a renewal or extension of the Easement since February 18, 2024?
- (b) Does Impala acknowledge that the term of the Easements expired on February 18, 2024?
- (c) If Impala acknowledges that the term of the Easements has expired, but takes the position that it expired as of a different date, please identify that date.
- (d) If the term of the Easements has expired, would this fact be counter to any assertions that Impala has made in any regulatory or compliance filings? If yes, please explain.
- (e) If the term of the Easements has expired, would this fact be counter to any conditions under any lease or permit held by Impala for the operation of the LDI Mine? If yes, please explain.
- (f) Further to Reference 1, paras 14 and 15, please explain the basis on which Impala asserts that the Easements remain in force given that Impala has not entered into an agreement to renew/extend the Easements since February 2024, has offered consideration for renewal of the Easements in perpetuity, and has brought an application seeking authority to expropriate the Easement Lands.

Responses:

- (a)
- a. See Impala Application, Appendix 5 for the Transfers of Easement.
 - b. There was no mutual consent as neither party raised the potential need for renewal until after February 18, 2024.
 - c. On November 7, 2024, Wagner emailed Impala a list of terms for renewal other than compensation (attached as **Appendix A**). These terms were largely consistent with the original terms of the Easement. In the September 11, 2025, North Star Letter, counsel to North Star and Wagner reiterated that they remained open to renewing the Easements on substantially the same terms as provided for in the Letter Agreement. In subsequent communications between the parties, the only point of contention was the compensation required for a permanent easement. See the September 18, 2025 letter from counsel for Impala to counsel for North Star and Wagner, attached as **Appendix B**.
- (b) See Impala Application, Appendix 5 for the Transfers of Easement.
- (c) See response to North Star-2(b).
- (d) Impala's regulatory and compliance filings are not relevant to the present application.
- (e) The basis for Impala's rights at the LDI Mine is not relevant to Impala's application.
- (f) See Impala Application, para. 14.

3-North Star-3

Reference 1: Impala Application, Para 4

Reference 2: Impala Application, Para 6

Reference 3: Impala Application, Paras 38-39

Reference 4: Impala Application, Paras 40-41

Reference 5: Impala Application, Para 42

Reference 6: Impala Application, Para 43

Preamble: At Reference 1, Impala states “the Impala Line is the only source of clean, efficient power for the LDI Mine, including the LDI Mine’s environmental and safety systems.”

At Reference 2, Impala implies that the Impala Line is important to the ongoing safe and reliable operation of the Independent Electric System Operator-controlled transmission grid.

At Reference 3, Impala recites the economic contributions of the operating LDI Mine, and the importance of the Impala Line in supporting its operations.

At Reference 4, Impala acknowledges its plans to cease commercial operations at the LDI Mine, its altered requirements for electrical power after the cessation of commercial operations, and its desire to postpone formal closure – perhaps indefinitely.

At Reference 5, Impala discusses the Province’s interests in the future of the mineral resources at the LDI Mine.

At Reference 6, Impala asserts that if the Impala Line were removed from the North Star Properties, the remaining 46 km of the line would be stranded.

Questions:

- (a) Please confirm that, during the LDI Mine’s ongoing commercial operations, Impala has on-site generators capable of operating the LDI Mine’s environmental and safety systems.
- (b) If the response to (a), above, is not confirmed, please describe which of the LDI Mine’s environmental and safety systems are capable of being operated by the on-site generators, and which are not.
- (c) Please describe any on-site generation solutions that have been considered by Impala for meeting post-closing electricity supply needs at the LDI Mine, including any cost estimates that have been developed by or for Impala in respect of each such solution.
- (d) Please confirm that Impala is not party to an operating agreement pursuant to which the Independent Electricity System Operator (IESO) has authority to direct operations of the Impala Line.
- (e) Further to Reference 2, please confirm that the Impala Line is not required to maintain the safe and reliable operation of the IESO-controlled transmission grid.

- (f) If not confirmed, please describe how the operation of the Impala Line is essential to the safe and reliable operation of the IESO-controlled transmission grid.
- (g) Please provide copies of all communications in the past two years between Impala and any First Nations or Metis communities regarding the intention or potential to use the Impala Line for purposes other than the operation or closure of the LDI Mine and/or for periods following closure of the LDI Mine.
- (h) Please provide copies of all communications from the past two years between Impala and any third parties, other than First Nations or Metis communities, regarding the intention or potential to use the Impala Line for purposes other than the operation or closure of the LDI Mine and/or for periods following closure of the LDI Mine.
- (i) Please provide summaries of all internal planning or evaluation documents reflecting any intention or potential to use the Impala Line for purposes other than the operation or closure of the LDI Mine and/or for periods following closure of the LDI Mine.
- (j) Please describe the environmental benefits of formal closure of the LDI Mine.
- (k) Please summarize and quantify any direct payments (in the form of rent, royalties, or otherwise) due to the Government of Ontario under the prevailing lease agreements (i) while the LDI Mine is commercially operating, (ii) after the LDI Mine ceases commercial production, but before final closure, and (iii) after final closure.
- (l) Further to Reference 6, please explain why, in the event the Impala Line were removed from the North Star properties, each line segment (one crossing GTP Block 1 and the other crossing GTP Block 3) could not be relocated in whole or in part onto adjacent Crown lands, such that the remaining portions of the Impala Line would not be stranded.

Responses:

- (a) See response to Staff-2(c).
- (b) See response to Staff-2(c).
- (c) See response to Staff-2(c).
- (d) Impala holds an Electricity Wholesaler Licence, which allows it to purchase electricity or ancillary services in the IESO-administered markets or directly from a generator, and to sell electricity or ancillary services through the IESO-administered markets or directly to another person other than a consumer.
- (e) Not confirmed.
- (f) This question misstates References 2, which simply states that the Impala Line is part of the Independent Electric System Operator-controlled transmission grid. See responses to Staff-2 regarding the need for indefinite transmission to ensure safe and reliable operation of the LDI Mine.

- (g) Confidential information regarding communications between Impala and Indigenous communities is not relevant to Impala's application.
- (h) See response to Staff-3(b).
- (i) See responses to Staff-3.
- (j) The hypothetical information sought is not relevant to Impala's application.
- (k) Confidential rent and royalty information is not relevant to Impala's application.
- (l) See response to Staff-1(f).

4-North Star-4

Reference 1: Impala Application, Para 2

Reference 2: Impala Application, Para 10

Reference 3: Impala Application, Para 40-41

Reference 4: North Star, Intervenor Evidence, Paras 24-25

Preamble: At Reference 1, Impala says it requires expropriation of a permanent easement in order to ensure the continued safe and productive operations and potential closure of the LDI Mine.

At Reference 2, Impala states that the lands required for the Impala Line were originally acquired through a combination of private easement agreements and public land use permits.

At Reference 3, Impala says that it has made initial plans for cessation of commercial production at the mine, and that certain regulated on-site activities for environmental management and safety will continue to require electricity for some time, but that it has not decided on the timeframe for formal closure and so those activities may continue indefinitely. Moreover, Impala states, the long-term future of the mine is uncertain.

At Reference 4, North Star's evidence references Impala's most recent public announcement of its plan to cease commercial production at the mine in summer 2027, and a series of formal public disclosure reports over the past several years from its parent company, Implats, that have consistently reported the anticipated life of the mine coming to an end within the 2026-2028 period.

Questions:

- (a) Please confirm that Impala's current plan is for the LDI Mine to cease commercial production in summer 2027.
- (b) If Impala does not intend to cease commercial operation of the LDI Mine in 2027, please explain and provide the current planned timing for closure of the LDI Mine, including any supporting documents.
- (c) Please confirm that Impala's current timeline for the cessation of commercial operation, referred to in its response to (a) or (b) above, reflects the same timing for closure of the LDI Mine as its parent company's plans for the LDI Mine. s
- (d) Please confirm that Impala's current timeline for the cessation of commercial operation, referred to in response to (a) or (b) above, reflects the same timing for closure as the most recent public disclosures by Impala and its parent company, Implats, on the timing of the planned closure of the LDI Mine.
- (e) Please provide a table listing all provincially and federally regulated on-site activities at the LDI Mine for environmental management and safety that require the use of electricity, and which are required to continue beyond the date on which Impala ceases commercial production of the LDI Mine. For each listed item, please provide the basis for the requirement (i.e. the relevant permit or approval) and the duration the activity

- is expected to continue (including whether the duration is known or reflects Impala's best estimate).
- (f) Please provide a table listing all operational or other on-site activities (other than those included in response to part (e), above, that require the use of electricity, and which are required to continue beyond the date on which Impala ceases commercial production at the LDI Mine. For each listed item, please provide a description of the activity, why the activity is needed post-closure, and the duration the activity is expected to continue (including whether the duration is known or reflects Impala's best estimate).
 - (g) Please reconcile the statement at Reference 2 that "Impala has not decided when formal closure will begin" with the items at Reference 3, which indicate that the company plans to cease commercial production in summer 2027 and that the life of the LDI Mine is anticipated to end in May 2026.
 - (h) For the remainder of the Impala Line (i.e. the portions other than those for which it is seeking expropriating authority for in the current application), please confirm that Impala does not have permanent/perpetual land rights.
 - (i) For the remainder of the Impala Line (i.e. the portions other than those for which it is seeking expropriating authority for in the current application), please set out in a table all legal instruments (whether private easements or public land use permits or otherwise) granting rights for the operation of the Impala Line and/or use of the Impala Line corridor lands over the past ten years. For each such legal instrument, please provide (i) a clear reference as to the segment of the Impala Line to which it relates, (ii) the counterparty or issuing authority, as applicable, (iii) the term and any extension or renewal provisions, and (iv) any decommissioning requirements applicable to the Impala Line for the relevant segment.
 - (j) Please provide copies of all legal instruments identified in the table provided in response to (i), above.
 - (k) For the LDI Mine site, please confirm that Impala does not own or have permanent/perpetual land rights.
 - (l) For the LDI Mine site, please provide a table listing all material leases and land use permits required to carry on mining and related operations at the LDI Mine site, providing for each (i) the relevant governmental authority or other party that has issued the lease or permit, (ii) the term of such lease or permit and any extension or renewal provisions, and (iii) any permit or lease conditions that have not been met in the last five years.

Responses:

- (a) See response to Staff-2(a).
- (b) See response to Staff-2(a).
- (c) See response to Staff-2(a).
- (d) See response to Staff-2(a).
- (e) See response to Staff-2(a).
- (f) See response to Staff-2(a).
- (g) See response to Staff-2(a).
- (h) The term of Impala's rights elsewhere along the transmission line is not relevant to Impala's application.
- (i) The basis for Impala's rights elsewhere along the transmission line is not relevant to Impala's application.
- (j) The basis for Impala's rights elsewhere along the transmission line is not relevant to Impala's application.
- (k) The term of Impala's rights under the *Mining Act* is not relevant to Impala's application.
- (l) The details of Impala's rights under the *Mining Act* are not relevant to Impala's application.

5-North Star-5

Reference 1: Impala Application, Appendix 1

Preamble: At Reference 1, item 1(c), Impala requests that as part of the rights it is seeking to expropriate that it would be entitled to “erect such gates and crossings in the Easement Area as Impala may from time to time consider necessary”.

Questions:

- (a) Please confirm that the *2019 Amendment to the 2018 Mine Closure Plan Lac des Iles Mine* prepared by CSL Environmental & Geotechnical Ltd. and submitted December 13, 2019 to the Director of Mine Rehabilitation of the Ontario Ministry of Energy, Northern Development and Mines on behalf of North American Palladium Ltd. is the most recent closure plan for the LDI Mine.
- (b) If (a) is not confirmed, please provide copies of all amendments to the 2018 Mine Closure Plan subsequent to the 2019 amendment, or any more current plan that has replaced the 2018 Mine Closure Plan, together with copies of any other current closure, decommissioning and/or abandonment plans for the LDI Mine and/or Impala Line, and all amendments thereto, including as may be filed with governmental authorities. Please include in your response specific references to the portions of any such plans which relate to the Impala Line and the transmission line right of way corridor that is the subject of the Easements. If any further amendments or plans are currently under development or contemplated, please explain and provide all supporting documentation.
- (c) Further to Reference 1, please elaborate on the nature, purpose and design of any such gates and crossings that may be contemplated in the Easement Area, and the extent to which any such structures would have the potential to impede North Star’s passage through the Easement Area along existing roads or otherwise.

Responses:

- (a) Confirmed.
- (b) Not applicable.
- (c) No gates are currently contemplated in the easement area, but gates and crossings in the area could be required for safety from time to time in the future depending on line activity.

Appendix A:
**November 7, 2024 Email from Dan Hudnut to Katie McCormack RE: Easement / North Star
to Impala**

From: Dan Hudnut <[REDACTED]>
Sent: November 7, 2024 8:51 AM
To: Katie McCormack <[REDACTED]>
Cc: Rob Edmonds <[REDACTED]>
Subject: RE: Easement / North Star to Impala

Katie –

I was just preparing to send out the email below. I'll share your new information about the Planning Act with counsel. Their response will probably be that we will want language saying that Impala is responsible, if it is required.

Dan
<><>

Katie -

Counsel has helped me understand the process a bit more, and North Star is prepared to move forward with the intent of granting new easements to Impala Canada. The new easements would cover the same lands as the existing easements and would be for the same purpose. The new easements would include many of the basic provisions of the old easements, including:

- Impala would be obliged to abide by all applicable laws, including safety, employment, and environmental laws, at its sole expense;
- Impala would indemnify the owner of the easement lands;
- Impala would at all times maintain insurance acceptable to the owner of the easement lands;
- Impala would be responsible to keep the easement lands free of brush and trees;
- Impala would be responsible to erect gates and crossings on the easement lands as necessary;
- Impala would decommission its transmission line and return the lands to a forested state when the line is no longer used.
- Impala would pay all taxes in connection with the easements, including land transfer tax;
- The easements would be permanent, subject to a provision that until such time as the necessary consent under the subdivision control provisions of the Planning Act (Ontario) has been obtained, the term of the easement would be 21 years less a day. All costs of obtaining such a consent, and the costs of complying with any conditions imposed by the relevant governmental authorities in connection with such consent, would be borne exclusively by Impala; and
- The easements would run with the land.

The easement documents would be prepared by North Star. In exchange for the new easements, North Star would require Impala to provide documents discharging the old easements and removing them from title.

There would also be consideration to North Star in exchange for the proposed new easements. I am gathering information in regard to our experience with transmission line easements, and our understanding of the costs of transmission line construction. I expect to provide this to you later today or tomorrow.

Dan
<><><>
DAN HUDNUT

[REDACTED]

**Appendix B:
September 18, 2025 Letter from Impala Counsel to North Star and Wagener Counsel**

Cassels

September 18, 2025

Torys LLP

79 Wellington St. W., 30th Floor
Box 270, TD South Tower
Toronto, Ontario M5K 1N2

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

Attention: Andy Gibbons

Re: Easement in favour of Impala Canada with respect to certain lands owned by North Star Forestry Ltd.

Dear Mr. Gibbons:

We are counsel to Impala Canada Ltd. (“**Impala**”). We write to respond to your letter, sent on behalf of your clients North Star Forestry Ltd. (“**North Star**”) and Wagner Forest Management Ltd. (“**Wagner**”) and dated September 11, 2025.

On September 2, 2025, Impala sent North Star notice of its pending expropriation application. As stated in the notice, Impala remains open to a negotiated solution for the permanent easement in lands required for Impala’s transmission line.

We’ve received North Star and Wagner’s renewed offer of \$800,000 for an easement with a term expiring in approximately three years, on December 31, 2026. We understand from your letter that this short-term offer is premised on Wagner and North Star’s assumption that Impala’s Lac Des Iles Mine (“**LDI Mine**”) is subject to closure and only requires power for approximately three years. We welcome any further information from North Star and Wagner regarding how its request for \$800,000 for a three-year easement was calculated.

It is correct that Impala is in the process of determining the future of the LDI Mine and has made initial plans to cease operations. However, the timeline and nature of post-operational activities is still to be determined. Ongoing activities, including for environmental protection, could extend indefinitely beyond the three years which would be covered by North Star and Wagner’s offer. In addition, Impala’s transmission line has the potential to service the region, Indigenous communities and future economic development. Removal of the transmission line is not in the public interest. As a result, Impala is seeking a permanent easement.

To serve Impala’s responsibilities for the LDI Mine, as well as the public interest, Impala has reasonably and most recently offered North Star and Wagner \$400,000 for a permanent easement on North Star’s lands. This offer is materially in excess of the compensation agreed to between Impala and North Star’s respective predecessors in the Letter Agreement attached to your letter. Impala’s most recent offer also reflects approximately 10 times the current land value, as reasonably and carefully appraised by Impala.

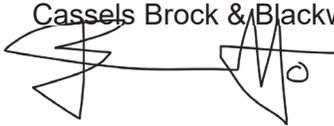
Impala therefore reiterates this offer and Impala's openness to reasonable negotiations regarding the duration and quantum of the easement, building off recent communications.

If negotiations between Impala, North Star and Wagner are unsuccessful, given the public interest in preserving the transmission line, Impala will be forced to seek expropriation before the Ontario Energy Board. To give the parties time to conduct a reasonable discussion, Impala will postpone filing its expropriation application until October 3, 2025 at the earliest.

We hopefully anticipate your response and the potential for further negotiation. Please let us know if it would be helpful to arrange a call to discuss the enclosed.

Yours truly,

Cassels Brock & Blackwell LLP

A handwritten signature in black ink, appearing to read 'Jeremy Barretto', written over a horizontal line.

Jeremy Barretto
Partner