

Right-Of-Way. No.: **SK904033**

File No.: 6408448
Disposition No.: 904033

THIS AGREEMENT is dated for reference October 3, 2018.

BETWEEN:

SEABRIDGE GOLD INC. (Inc No. A0059081)
PO Box 2536 1235 Main Street
Smithers, BC V0J 2N0

OF THE FIRST PART

(herein the "Assignor")

AND:

KSM MINING ULC (Inc No. BC1174031)
1235 Main Street
Po Box 2536
Smithers, BC V0J 2N0

OF THE SECOND PART

(herein the "Assignee")

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH
COLUMBIA**, represented by the minister responsible for the *Land Act*, Parliament Buildings,
Victoria, British Columbia

OF THE THIRD PART

(herein the "Province")

WITNESS THAT WHEREAS:

The Assignor and the Province entered into a Right of Way SK904033 dated September 27, 2014
(herein called the "Document") over those lands more particularly known and described as:

UNSURVEYED RIGHT OF WAY OVER UNSURVEYED CROWN LAND IN THE VICINITY OF TREATY CREEK, CASSIAR DISTRICT, CONTAINING 672.56 HECTARES, MORE OR LESS.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration paid by the Assignee to the Assignor and by the Assignee and the Assignor to the Province, the receipt and sufficiency of which is hereby acknowledged by both the Assignor and the Province, the parties agree as follows:

ARTICLE I - ASSIGNMENT

- 1.1 The Assignor assigns all of his right, title, interest and estate in and to the Document to the Assignee.

ARTICLE II - ASSUMPTION

- 2.1 The Assignee covenants with the Province to assume and be bound by all the terms, conditions, covenants, obligations and agreements contained in the Document.

ARTICLE III - CONSENT

- 3.1 The Province consents to the execution and delivery of this agreement and the Assignment.
- 3.2 The Province releases and discharges the Assignor from all the terms, conditions, covenants, obligations and agreements contained in the Document.

ARTICLE IV - WARRANTIES AND REPRESENTATIONS

- 4.1 The Assignee warrants and represents to the Province, with the intent that the Province will rely thereon, that the Assignee:
- (a) is a corporation duly formed under laws of the Province of British Columbia and has filed all necessary documents under such laws and has complied with all requirements of the *Business Corporations Act*;
 - (b) has the power, capacity and authority to enter into this agreement and to carry out its obligations contemplated herein, all of which have been duly and validly authorized by all necessary proceedings; and

(c) is in good standing with respect to the filing of returns in the Office of the Registrar of Companies of British Columbia.

4.2 The Assignee acknowledges to the Province and to the Assignor that:

(a) the Assignee has inspected the land, and the improvements (if any) situate thereon, which are the subject of the Document and is fully aware of the condition of that land, and the improvements (if any) situate thereon, and accepts same in its current state;

(b) the Assignee has reviewed and inspected all municipal and regional by-laws, regulations and policies concerning the use and development of the land which is the subject of the Document; and

(c) there are no representations, warranties, collateral agreements or conditions affecting this agreement or the land, and the improvements (if any) situate thereon, which are the subject of the Document except as expressed herein and that this agreement constitutes the entire agreement.

ARTICLE V - NOTICE

5.1 The address of the Assignee for the service of notices or documents under the Document shall be the address specified for the Assignee on the first page of this agreement.

ARTICLE VI - MISCELLANEOUS

6.1 This agreement shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.

6.2 The parties to this agreement confirm that the terms of the Document remain and continue in full force and effect.

6.3 This agreement may not be assigned by the Assignee except in accordance with the provisions of the Document.

6.4 This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

6.5 In this agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and corporation as the case may be.

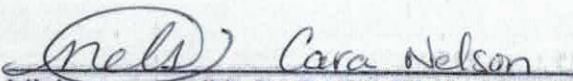
6.6 The captions and headings contained in this agreement are for convenience only and are not to

be construed as defining or in anyway limiting the scope or intent of the provisions hereof.

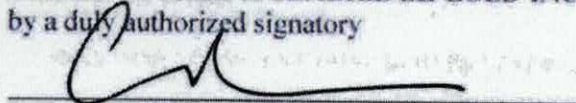
- 6.7 Where there is a reference to an enactment of the Province of British Columbia in this agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and, unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.
- 6.8 If any section of this agreement or any part of a section is found to be illegal or unenforceable, that part or section as the case may be, shall be considered separate and severable and the remaining parts shall be enforceable to the fullest extent permitted by law.
- 6.9 All schedules attached to this agreement form an integral part of this agreement.

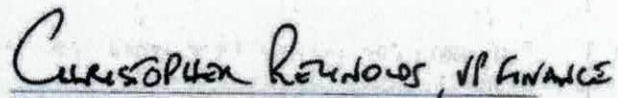
IN WITNESS WHEREOF the Assignor and Assignee have executed this agreement, and the Province has consented thereto, the day and year first above written.

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative

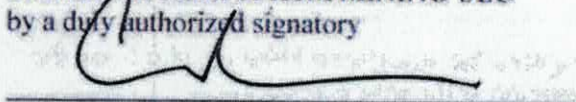

Minister responsible for the *Land Act*
or the minister's authorized representative


SIGNED on behalf of SEABRIDGE GOLD INC
by a duly authorized signatory


Authorized Signatory


Print Name

SIGNED on behalf of KSM MINING ULC
by a duly authorized signatory


Authorized Signatory


Print Name