

**ASANTE GOLD CORPORATION
UNIT OFFERING SUBSCRIPTION AGREEMENT**

(Existing Shareholders in British Columbia, Alberta, Saskatchewan, Manitoba, Québec, New Brunswick, Nova Scotia,
Prince Edward Island, Yukon, Northwest Territories and Nunavut)

INSTRUCTIONS: To properly complete this Agreement, you must:

- (1) Complete and execute the first two pages; and
- (2) Complete and execute Schedule A Corporate Placee Registration Form ("**Form 4C**"), if (i) you are not an individual and (ii) you do not have a current Form 4C on file with the TSX Venture Exchange.

This signed Agreement and all required Schedules should be sent to the Issuer at #206 – 595 Howe Street, Vancouver, British Columbia, V6C 2T5, along with a certified cheque or bank draft as applicable.

TO: Asante Gold Corporation (the "Issuer")

The undersigned (hereinafter referred to as the "**Subscriber**") hereby irrevocably offers to subscribe for and agrees to purchase from the Issuer the number of units (the "**Units**") of the Issuer set forth below for the total consideration set forth below (the "**Purchase Price**"), representing a subscription price of Cdn\$0.075 per Unit, upon and subject to the terms and conditions, and the covenants, representations and warranties set forth in "Terms and Conditions of Subscription for Units of Asante Gold Corporation" dated for reference May 15, 2014 attached as Appendix I hereto and expressly incorporated herein (the "**Subscription Terms**").

1. The Subscriber represents that on or before May 14, 2014 the Subscriber acquired common shares of the Issuer and the Subscriber continues to hold common shares of the Issuer as of the date hereof.
2. The Subscriber represents that the number of securities of the Issuer presently owned (beneficially, directly or indirectly) by the Subscriber, or over which the Subscriber exercises control or direction, are as follows:

Common Shares

Other Securities

(e.g., Warrants or Options)

3. The Subscriber represents that the Subscriber is / is not (**check one**) an Insider (as defined on next page) of the Issuer.
4. The Subscriber represents that the Subscriber is / is not (**check one**) a member of the Pro Group (as defined on next page).
5. The Subscriber represents that the Subscriber is / is not (**check one**) a Registrant (as defined on next page).
6. The Subscriber, *if required to file a Form 4C as described above*, either has completed attached Schedule A, Corporate Placee Registration Form, or represents and warrants that it has previously filed a Form 4C with the TSX Venture Exchange (the "**Exchange**") and that there have been no changes to any of the information in the said Form 4C up to the date of this Agreement.

Amount of Subscription

Number of Units: _____

Aggregate Purchase Price: Cdn\$_____

Beneficial Owner of Subscriber If the Subscriber is not an individual, the Subscriber represents and warrants that it **has / does not have (check one)** a Beneficial Owner (as defined on the next page) and, if it has a Beneficial Owner, the name and address of the Beneficial Owner is as follows:

Name of Beneficial Owner

Residential Address of Beneficial Owner

Subscriber's Information and Signature

Name of Subscriber – please print

Signature (of individual or authorized signatory)

Official Capacity or Title (of authorized signatory, if applicable)

Please print name of individual whose signature appears above if different than the name of the Subscriber printed above.

Subscriber's Residential Address

Subscriber's Telephone Number

Certificate Registration Instructions (if different from the Subscriber's name and address given under Subscriber's Information):

Name

Account reference, if applicable

Address

Certificate Delivery Instructions (if different from the Subscriber's name and address given under Subscriber's Information):

Name

Account reference, if applicable

Address

Telephone Number and Contact Name

ACCEPTANCE: The Issuer hereby accepts the above subscription on the terms and conditions contained in this Agreement.

ASANTE GOLD CORPORATION

_____, 2014.

Execution Date

Per: _____
Authorized Signatory

1. "**Beneficial Owner**" means the ultimate control person who holds collectively, whether directly or indirectly, securities of the Subscriber entitling such person to greater than 50% of the number of votes entitled to vote on a election of directors of the Subscriber (such level of securityholding referred to below as "Voting Control"). For this purpose securities held by every "affiliate" of a person are considered to be held indirectly by the person. Persons are "affiliates" of each other as a result of one having Voting Control over the other, whether such Voting Control is through the direct ownership of securities or indirectly through one or more other persons which are linked down through a chain of persons, each of which has Voting Control over the one below it. The person at the top of such chain of persons is the ultimate control person referred to above. For the purposes of this definition "person" includes individuals, corporations, partnerships, limited partnerships, syndicates or other unincorporated forms of organization.

2. "**Insider**" of an issuer, as defined in the *Securities Act* (British Columbia), means:
a) a director or officer of the issuer;
b) a director or officer of a person that is itself an insider or subsidiary of the issuer;
c) a person that has (i) beneficial ownership of, or control or direction over, directly or indirectly or (ii) a combination beneficial ownership of, and control or direction over, directly or indirectly, securities of the issuer carrying more than 10% of the voting rights attached to all the issuer's outstanding voting securities, excluding, for the purpose of the calculation of the percentage held, any securities held by the person as underwriter in the course of a distribution; or
d) the issuer itself, if it has purchased, redeemed or otherwise acquired a security of its own issue, for so long as it continues to hold that security.

3. "**Pro Group**" as defined in the Corporate Finance Manual of the Exchange means:
a) Subject to subparagraphs (b), (c) and (d), "Pro Group" shall include, either individually or as a group:
 (i) the member (i.e., a member of the Exchange under the Exchange requirements);
 (ii) employees of the member;
 (iii) partners, officers and directors of the member;
 (iv) affiliates of the member; and
 (v) associates of any parties referred to in subparagraphs (i) through (iv).
b) The Exchange may, in its discretion, include a person or party in the Pro Group for the purposes of a particular calculation where the Exchange determines that the person is not acting at arm's length to the member;
c) The Exchange may, in its discretion, exclude a person from the Pro Group for the purposes of a particular calculation where the Exchange determines that the person is acting at arm's length of the member;
d) The member may deem a person who would otherwise be included in the Pro Group pursuant to subparagraph (a) to be excluded from the Pro Group where the member determines that:
 (i) the person is an affiliate or associate of the member acting at arm's length of the member;
 (ii) the associate or affiliate has a separate corporate and reporting structure;
 (iii) there are sufficient controls on information flowing between the member and the associate or affiliate; and
 (iv) the member maintains a list of such excluded persons.

4. "**Registrant**" means a person registered or required to be registered under the *Securities Act* (British Columbia).

**APPENDIX I TO SUBSCRIPTION AGREEMENT
TERMS AND CONDITIONS OF SUBSCRIPTION FOR
UNITS OF ASANTE GOLD CORPORATION**

DATED: May 15, 2014

The person indicated as the subscriber on the front page of this Agreement (the "**Subscriber**") hereby unconditionally and irrevocably subscribes for and agrees to purchase the securities of the Issuer more particularly described in paragraph 1 below at the Purchase Price set out on the front page of this Agreement, upon and subject to the following terms and conditions:

1. **The Securities.** The securities shall consist of the number of Units specified on the face page of this Agreement, at a price of Cdn\$0.075 per Unit, each Unit consisting of one fully paid and non-assessable common share (a "**Share**") and one-half of one transferable common share purchase warrant (each whole warrant a "**Warrant**", and, together with the Shares, the "**Securities**") in the capital of the Issuer. Each Warrant shall entitle the holder thereof to purchase one additional Share (a "**Warrant Share**") in the capital of the Issuer at an exercise price of Cdn\$0.15 per Warrant Share for a period of twenty-four months from the date of issue or, if the volume weighted average trading price of the Issuer's shares on the Exchange for 20 consecutive trading days exceeds \$0.25 per share during the exercise period, the expiry time of the Warrants shall be accelerated such that the expiry time will be the earlier of: (a) the date which is 30 calendar days from the date of express written notice is sent by the Issuer to the holder by way of registered mail; and (b) the original expiry date, provided the Issuer may not provide such notice until four months and a day after the date of issuance of the Units. The Securities will be issued and registered in the name of the Subscriber at the address indicated on the front pages of this Agreement.
2. **The Private Placement.** The Subscriber acknowledges that the Subscriber's Securities will be issued in connection with a private placement offering of up to 6,666,666 Units (the "**Private Placement**"). The Subscriber acknowledges that finders' fees may be payable by the Issuer in connection with the Private Placement in cash and/or in securities of the Issuer.
3. **Allocation of Purchase Price.** For the purposes hereof, Cdn\$0.074 of the subscription price for each Unit subscribed for will be allocated to the Share issued as part of such Unit, and \$0.001 of the subscription price for each Unit subscribed for will be allocated to each half Warrant issued as part of such Unit.
4. **Conditions and Closing.** This Agreement shall be subject to acceptance by the Issuer and approval by the Exchange and any other stock exchange or regulatory authority having jurisdiction with respect to the Issuer (collectively, the "**Regulatory Authorities**"). The Securities will be allotted and issued to the Subscriber within ten business days following the date on which the Issuer has received all required approvals from the Regulatory Authorities (the "**Closing Date**"). The Purchase Price or any part thereof received prior to the Closing Date will be held by the Issuer pending the closing and no interest shall be payable to the Subscriber on these funds.

Prior to the Closing Date, the Subscriber must deliver payment in full for the Purchase Price by certified cheque or bank draft made payable to "Asante Gold Corporation" at the address provided in section 27 of this Agreement.
5. **Termination by Subscriber.** If the Closing Date does not occur by 4:00 p.m. (Pacific Time) on July 15, 2014, the Subscriber may give fifteen (15) days' written notice to the Issuer of its intention to terminate this Agreement. If the Closing Date does not occur within fifteen (15) days

of the date of receipt by the Issuer of such notice, then this Agreement shall terminate and the entire Purchase Price or any part thereof advanced to the Issuer hereunder shall be repaid forthwith to the Subscriber without interest or deduction.

6. **Representations and Warranties of the Issuer.** By accepting this offer, the Issuer represents and warrants to the Subscriber that, as of the Closing Date:

- (a) the Issuer has been duly incorporated and is validly subsisting and in good standing under the laws of its jurisdiction of incorporation, continuation or amalgamation;
- (b) the Issuer is a reporting issuer under the securities laws of British Columbia and Alberta;
- (c) the common shares of the Issuer are listed and posted for trading on the Exchange;
- (d) no order ceasing or suspending trading in securities of the Issuer nor prohibiting the sale of the Securities has been issued and remains outstanding against the Issuer and, to the best of the Issuer's knowledge, no investigations or proceedings for such purposes are pending or have been threatened;
- (e) this Agreement and the consummation of the transactions contemplated herein have been duly authorized by all necessary corporate action on the part of the Issuer and, subject to acceptance by the Issuer, this Agreement constitutes a valid obligation of the Issuer legally binding upon it and enforceable in accordance with its terms subject to such limitations and prohibitions in applicable laws relating to bankruptcy, insolvency, liquidation, moratorium, reorganization, arrangement or winding-up and other laws, rules and regulations of general application affecting the rights, powers, privileges, remedies and interests of creditors generally;
- (f) the sale and issuance of the Securities, and the delivery of the certificates representing them, will have been approved by all requisite corporate action on or before the Closing Date and, upon issue and delivery at the closing, the Shares will be validly issued as fully paid and non-assessable and the Warrants will be validly issued and the certificates representing the Securities will be validly delivered;
- (g) the Issuer's "documents" and "core documents" (as such terms are defined in the *Securities Act* (British Columbia)) do not contain a misrepresentation; and
- (h) there is no "material fact" or "material change" (as such terms are defined in the *Securities Act*, (British Columbia)) related to the Issuer which has not been generally disclosed.

7. **Investment Advice or Maximum Investment.** The Subscriber represents and warrants that either:

- (a) the Subscriber is a person that has obtained advice regarding the suitability of the investment in the Securities and, if the Subscriber is resident in a jurisdiction of Canada, that advice has been obtained from a person that is registered as an investment dealer in the jurisdiction; or
- (b) the aggregate acquisition cost to the Subscriber for the Securities purchased under this Private Placement, when combined with the acquisition cost to the Subscriber for the purchase of any other security from the Issuer in the last 12 months, does not exceed \$15,000.

8. **Subscriber's Right of Action against the Issuer.** Upon the Closing Date, the Subscriber shall have a contractual right of action against the Issuer (the "**Subscriber's Right of Action**") for rescission or damages, which right shall be available to the Subscriber if the Issuer's "documents" and "core documents" (as such terms are defined in the *Securities Act* (British Columbia)) contain a misrepresentation which was not corrected before the Closing Date, without regard to whether the Subscriber relied on the misrepresentation. The Subscriber's Right of Action shall be in addition to, and does not detract from, any other rights of the Subscriber. The Subscriber's Right of Action shall be enforceable by the Subscriber delivery notice to the Issuer:
- (a) in the case of an action for rescission, within 180 days after the Subscriber signs this Agreement; and
 - (b) in the case of an action for damages, before the earlier of:
 - (i) 180 days after the Subscriber first has knowledge of the facts giving rise to the cause of action; or
 - (ii) 3 years after the date the Subscriber signs this Agreement.

In the case of an action for damages, the amount recoverable by the Subscriber under the Subscriber's Right of Action:

- (a) must not exceed the price at which the Securities were offered to the Subscriber; and
- (b) does not include all or any part of the damages that the Issuer proves does not represent the depreciation in value of the security resulting from the misrepresentation.

The Subscriber's Right of Action is subject to the defence that the Subscriber had knowledge of the misrepresentation and subject to all other defenses and limitations that would be available to the Issuer had the action been brought under section 140.3 of the *Securities Act* (British Columbia).

9. **No Undisclosed Material Knowledge.** The Subscriber represents and warrants that the Subscriber is not acquiring the Securities as a result of being aware of any material information about the affairs of the Issuer that has not been publicly disclosed.
10. **Purchasing as Principal.** The Subscriber represents and warrants that the Securities are not being purchased with a view to resale or distribution in contravention of applicable securities laws or as part of a series of transactions involving further purchases and sales of the Securities and the Securities are being purchased by the Subscriber as principal for its own account and not for the benefit of any other person.
11. **Capacity, Authority and Compliance.** The Subscriber represents and warrants that:
- (a) if the Subscriber is a corporation, the Subscriber is a valid and subsisting corporation, has the necessary corporate capacity and authority to enter into and to observe and perform its covenants and obligations under this Agreement and has taken all necessary corporate action in respect thereof;
 - (b) if the Subscriber is a partnership, syndicate or other unincorporated form of organization, the Subscriber has the necessary legal capacity and authority to execute and deliver this Agreement and perform its covenants and obligations hereunder and has obtained all necessary approvals thereof; or

- (c) if the Subscriber is an individual, he or she has attained the age of majority and is legally competent to execute this Agreement and to take all actions required pursuant hereto,

and the entering into of this Agreement and the transactions contemplated hereby will not result in the violation of any terms or provisions of any law applicable to, or, if applicable, the constating documents of, the Subscriber, or any agreement, written or oral, to which the Subscriber may be a party or by which the Subscriber is or may be bound.

12. **Binding and Enforceable.** Whether the Subscriber is an individual or a corporation, partnership or other entity, the Subscriber represents and warrants that this Agreement has been validly executed by the Subscriber and, upon acceptance by the Issuer of this Agreement, this Agreement will constitute a legal, valid and binding contract of the Subscriber, enforceable against the Subscriber in accordance with its terms.
13. **No Offering Memorandum or Advertising.** The Subscriber acknowledges that the Subscriber has not been furnished with, nor does it need to receive, an offering memorandum or other document prepared by the Issuer describing its business or affairs, in order to assist it in making an investment decision in respect of the Securities, and, except for this Agreement and any document available on the Issuer's SEDAR profile at www.sedar.com, no other documents have been delivered or otherwise furnished to the Subscriber in connection with such offering and sale. The Subscriber represents and warrants that the Subscriber did not become aware of the offering and sale of the Securities as a result of, nor has it seen, any form of general solicitation or general advertising, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio, or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising. The Subscriber further acknowledges that no person has represented that such person or another person will resell or repurchase any of the Subscriber's Securities or the Warrant Shares or refund all or any of the purchase price of such securities, and that no person has given an undertaking relating to the future value or price of any such securities.
14. **Knowledge and Experience.** The Subscriber represents and warrants that the Subscriber has such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks of the investment hereunder and is able to bear the economic risk of loss of such investment.
15. **Not a Control Person.** The Subscriber represents and warrants that the Subscriber is not one of a combination of shareholders of the Issuer or investors in the Private Placement (including by acting jointly or in concert with any such shareholder or investor) as a consequence of which the issuance of Securities to the Subscriber hereunder (assuming the exercise of the Warrants to be issued hereunder to, and any convertible securities of the Issuer currently held by, the Subscriber and any such other shareholders or investors) will result in, or be part of a transaction that will result in, the creation of a new "Control Person" of the Issuer under the policies of the Exchange.
16. **No U.S. Registration.** The Subscriber is aware and accepts that the Securities and any Warrant Shares issued on exercise of the Warrants have not been and will not be registered under the United States *Securities Act of 1933*, as amended (the "**U.S. Securities Act**"), or the securities laws of any state of the United States and, subject to certain exemptions, may not be offered or sold in the United States or to, or for the account or benefit of, any U.S. Person. "**U.S. Person**" has the meaning set forth in Rule 902 of Regulation S under the U.S. Securities Act. The Subscriber acknowledges that, subject to certain exceptions provided under the U.S. Securities Act, the Securities may not be offered, sold or otherwise transferred to, or exercised by, any person in the United States or any U.S. Person or person acting for the account or benefit thereof, unless such Securities are registered under the U.S. Securities Act and applicable state securities

laws or unless an exemption from such registration requirements is available and, in the ease of an exercise of Warrants, the holder delivers a written opinion of legal counsel satisfactory to the Issuer to such effect (provided that the Subscriber will not be required to deliver a legal opinion in connection with its exercise of the Warrants purchased hereunder for its own account, for investment purposes, at a time when it remains an "accredited investor" as defined Rule 501 under the U.S. Securities Act), and the Subscriber understands that certificates representing the Securities issued to it may so indicate. "United States" means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia.

17. **Residence.** The Subscriber represents and warrants that the Subscriber is a resident of, or if not an individual, has a head office or is otherwise subject to the laws of, the jurisdiction disclosed under "Subscriber's Residential Address" on the face page of this Agreement, and that such address is the residence of the Subscriber or the place of business of the Subscriber at which the Subscriber received and accepted the offer to acquire the Securities and was not created or used solely for the purpose of acquiring the Securities or any Warrant Shares.
18. **Subscriber not subject to U.S. Securities Laws.** The Subscriber represents and warrants that the Subscriber:
 - (a) is not, and is not purchasing the Securities for the account of or benefit of, a U.S. Person (as defined in Regulation S under the U.S. Securities Act);
 - (b) was not offered the Securities in the United States; and
 - (c) did not execute or deliver this Agreement in the United States.
19. **Resale Restrictions and Legends.**
 - (a) The Subscriber understands and acknowledges that:
 - (i) the Securities will and any Warrant Shares issued on exercise of the Warrants may be subject to certain resale and transfer restrictions under applicable securities laws; and
 - (ii) the Securities and any Warrant Shares issued on exercise of the Warrants will be subject to certain resale and transfer restrictions under the rules and policies of the Exchange if:
 - A. the Subscriber is a director, officer or Promoter (as defined in the Corporate Finance Manual of the Exchange) of the Issuer; or
 - B. the Subscriber holds securities of the Issuer carrying more than 10% of the voting rights attached to the Issuer's securities both immediately before and after the Private Placement and has elected or appointed or has the right to elect or appoint one or more directors or senior officers of the Issuer; or
 - C. the Subscriber's Securities have been issued at a discount of more than 10% to the Market Price (as defined in the Corporate Finance Manual of the Exchange); and
 - (b) The Subscriber acknowledges that it has been advised to consult its own legal advisors with respect to applicable resale and transfer restrictions, that it is solely responsible for

complying with such restrictions and the Subscriber covenants and agrees to comply with the restrictions referred to in subparagraph (a) above and all other applicable resale and transfer restrictions. In this regard, the Subscriber acknowledges that the Issuer will be required under certain Canadian securities instruments and policies to put the first of the following legends on any certificates representing the Securities and any Warrant Shares issued on exercise of the Warrants, and under the Exchange's policies may also be required to put the second legend thereon:

"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [four months plus one day after the closing date]."

"WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE (THE "EXCHANGE") AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE [and for the Warrants: AND ANY SHARES ISSUED ON THE EXERCISE OF THESE SECURITIES] MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL [four months and one day after the closing date]."

20. **Notations Regarding Resale Restrictions.** The Subscriber acknowledges and agrees that the Issuer shall make a notation on its records or give instructions to the transfer agent of the Subscriber's Securities and Warrant Shares issued upon exercise of the Warrants in order to implement the restrictions on transfer set out in applicable legislation.
21. **Insider Requirements.** The Subscriber acknowledges that it is bound by the provisions of applicable securities laws which impose obligations on a person who becomes an Insider (as defined on page 2 of this Agreement) of an issuer, or on a person who holds sufficient securities exercisable into voting securities of an issuer to become an Insider. The Subscriber acknowledges that such obligations may include, but are not necessarily limited to: the filing of insider reports on the System for Electronic Disclosure by Insiders (SEDI); the filing of early warning reports; the filing of reports of acquisitions; and the filing of a Personal Information Form (Form 2A) or Declaration (Form 2C1) with the Exchange. The Subscriber further acknowledges that it has been advised to consult its own legal advisors with respect to such obligations, and that it is solely responsible for complying with such obligations, and covenants and agrees with the Issuer that it will comply with all of such obligations, if applicable to the subscriber, in a timely manner, whether arising at or after the closing.
22. **Indemnity.** The Subscriber agrees to indemnify and hold harmless the Issuer and its directors, officers, employees, agents, advisers and shareholders from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) arising out of or based upon any representation or warranty of the Subscriber contained herein or in any document furnished by the Subscriber to the Issuer in connection herewith being untrue in any material respect or any breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber herein or in any document furnished by the Subscriber to the Issuer in connection herewith.
23. **Acceptance by Issuer.** The Issuer's acceptance of the subscription herein shall be indicated by executing and delivering to the Subscriber a copy of this Agreement, and shall be effective as of

the date therein specified. Upon acceptance, the Issuer will use reasonable commercial efforts to obtain the approval of the Regulatory Authorities and to do or cause to be done all such other things as may be required in order to proceed with the issuance of the Securities, as soon as reasonably possible.

24. **Costs.** The Subscriber acknowledges and agrees that all costs incurred by the Subscriber (including any fees and disbursements of any legal counsel retained by the Subscriber) relating to the sale of the Securities to the Subscriber shall be borne by the Subscriber.
25. **Governing Law and Attornment.** This Agreement and all related agreements between the parties hereto shall be governed by and construed in accordance with the laws of the Province of British Columbia, without reference to its rules governing the choice or conflict of laws. The parties hereto irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of British Columbia, sitting in the city of Vancouver, with respect to any dispute to or arising out of this Agreement.
26. **Further Assurances.** The Subscriber and the Issuer agree that they each will execute or cause to be executed and delivered all such further and other documents and assurances, and do and cause to be done all such further acts and things as may be necessary or desirable to carry out this Agreement according to its true intent, and to secure the approval of the Regulatory Authorities hereto.
27. **Consent to the Disclosure of Information.** This Agreement and the attachments hereto require the Subscriber to provide certain personal information to the Issuer. Such information is being collected by the Issuer for the purposes of completing the Private Placement of the Securities, which includes, without limitation, determining the Subscriber's eligibility to purchase the Subscriber's Securities under applicable securities legislation, preparing and registering any certificates representing the Subscriber's Securities to be issued to the Subscriber, completing filings required by the Exchange or other Regulatory Authorities, indirect collection of information by the Exchange or Regulatory Authorities under authority granted in applicable securities legislation and the administration and enforcement of the applicable securities legislation by the Regulatory Authorities. The Subscriber acknowledges that the Subscriber's personal information including the Subscriber's full name, residential address, telephone number and other details of its subscription hereunder will be disclosed by the Issuer to: (a) the Exchange and other Regulatory Authorities; (b) the Issuer's registrar and transfer agent; and (c) any of the other parties involved in the Private Placement, including legal counsel to the Issuer; and may be disclosed by the Issuer to: (d) the Canada Revenue Agency; and (e) any other person to whom it is required to disclose such information under applicable legislation or authority. By executing this Agreement, the Subscriber consents to and authorizes the foregoing collection, use and disclosure of the Subscriber's personal information. The Subscriber also consents to and authorizes the filing of copies or originals of any of this Agreement (including attachments) below as may be required to be filed with the Exchange or other Regulatory Authorities in connection with the transactions contemplated hereby. In addition, the Subscriber consents to and authorizes the collection, use and disclosure of all such personal information by the Exchange and other Regulatory Authorities in accordance with their requirements, including the provision to third party service providers, from time to time. The contact information for the officer of the Issuer who can answer questions about this collection of information is as follows:

Douglas MacQuarrie, President and Chief Executive Officer
Asante Gold Corporation
#206 – 505 Howe Street
Vancouver, British Columbia, V6C 2T5
Tel. (604) 558-1134
Fax. (604) 558-1136
Email: douglas@asantegold.com

For Subscribers with questions about the collection of Personal Information by the Ontario Securities Commission, please contact the Administrative Support Clerk, Ontario Securities Commission, Suite 1903, Box 55, 20 Queen Street West, Toronto, Ontario, M5H 3S8, Tel: (416) 593-3684.

28. **Proceeds of Crime.**

- (a) The Subscriber represents and warrants that no portion of the Purchase Price to be advanced by the Subscriber to the Issuer hereunder will represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the "**PCMLA**") and the Subscriber acknowledges that the Issuer may in the future be required by law to disclose the Subscriber's name and other information relating to this Agreement and the Subscriber's subscription hereunder, on a confidential basis, pursuant to the PCMLA. To the best of the knowledge of the Subscriber: (i) no portion of the Purchase Price to be provided by the Subscriber (A) has been or will be derived from or related to any activity that is deemed criminal under the law of Canada, the United States or any other jurisdiction, or (B) is being tendered on behalf of a person or entity who has not been identified to the Subscriber, and (ii) it shall promptly notify the Issuer if the Subscriber discovers that any of such representations ceases to be true, and to provide the Issuer with appropriate information in connection therewith.
- (b) The funds representing the purchase price for the Securities which will be advanced by the undersigned to the Issuer will not and do not represent proceeds of crime for the purposes of the United States *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (the "**PATRIOT Act**"), and the undersigned acknowledges that the Issuer may in the future be required by law to disclose the undersigned's name and other information relating to the undersigned's subscription for Securities, on a confidential basis, pursuant to the PATRIOT Act. No portion of the purchase price to be provided by the undersigned: (i) has been or will be derived from or related to any activity that is deemed criminal under the laws of the United States, or any other jurisdiction; or (ii) is being tendered on behalf of a person or entity who has not been identified to or by the undersigned, and the undersigned shall promptly notify the Issuer if the undersigned discovers that any of such representations ceases to be true and provide the Issuer with appropriate information in connection therewith.

29. **Notice.** Documents will be considered to have been delivered (i) on the date of transmission, if delivered by fax, (ii) the date of delivery, if delivered by hand during normal business hours or by prepaid courier, or (iii) five business days after the date of mailing, if delivered by mail, to the Issuer at the address set forth in section 27 and to the Subscriber at the residential address of the Subscriber set forth on the face page of this Agreement.

30. **The Agreement.** The Agreement, constituted by the acceptance of the subscription herein, consists of this Appendix I, the front pages hereof and all other schedules hereto, and all of the statements of the Subscriber therein are incorporated into this Agreement for the benefit of the

Issuer. This Agreement constitutes the entire agreement between the parties in respect of the subject matter hereof and supersedes any and all prior agreements, representations, warranties or covenants, express or implied, written or verbal, except as may be expressed herein.

31. **Currency.** All references to currency herein are to lawful money of Canada.
32. **Survival of Terms.** All representations, warranties, agreements and covenants made or deemed to be made by the Issuer and the Subscriber herein will survive the execution and delivery, and acceptance, of this offer and the closing of the issue of the Securities contemplated hereby.
33. **Instrument in Writing.** Subject to the terms hereof, neither this Agreement nor any provision hereof shall be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.
34. **Enurement.** This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators and successors but otherwise cannot be assigned.
35. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when delivered, either in original or facsimile or other electronic form, shall be deemed to be an original and all of which together shall constitute one and the same document. If less than a complete copy of this Agreement is delivered to the Issuer by the Subscriber (other than the execution pages of this Agreement required to be executed by the Subscriber), the Issuer and its advisers are entitled to assume, and the Subscriber shall be deemed to have represented and warranted to the Issuer, that the Subscriber accepts and agrees to all of the terms and conditions of the pages of this Agreement that are not delivered, without any alteration.
36. **Language.** The parties hereto confirm their express wish that this Agreement and all documents and agreements directly or indirectly relating hereto be drawn up in the English language. Les parties reconnaissent leur volonté expresse que la présente convention de souscription ainsi que tous les documents et contrats s'y rattachant directement ou indirectement soient rédigés en anglais.

END OF APPENDIX I

FORM 4C

CORPORATE PLACEE REGISTRATION FORM

This Form will remain on file with the Exchange and must be completed if required under section 4(b) of Part II of Form 4B. The corporation, trust, portfolio manager or other entity (the "Placee") need only file it on one time basis, and it will be referenced for all subsequent Private Placements in which it participates. If any of the information provided in this Form changes, the Placee must notify the Exchange prior to participating in further placements with Exchange listed Issuers. If as a result of the Private Placement, the Placee becomes an Insider of the Issuer, Insiders of the Placee are reminded that they must file a Personal Information Form (2A) or, if applicable, Declarations, with the Exchange.

1. Placee Information:
 - (a) Name: _____
 - (b) Complete Address: _____
 - (c) Jurisdiction of Incorporation or Creation: _____

2.
 - (a) Is the Placee purchasing securities as a portfolio manager: (Yes/No)? _____
 - (b) Is the Placee carrying on business as a portfolio manager outside of Canada: (Yes/No)? _____

3. If the answer to 2(b) above was "Yes", the undersigned certifies that:
 - (a) it is purchasing securities of an Issuer on behalf of managed accounts for which it is making the investment decision to purchase the securities and has full discretion to purchase or sell securities for such accounts without requiring the client's express consent to a transaction;
 - (b) it carries on the business of managing the investment portfolios of clients through discretionary authority granted by those clients (a "portfolio manager" business) in _____ [jurisdiction], and it is permitted by law to carry on a portfolio manager business in that jurisdiction;
 - (c) it was not created solely or primarily for the purpose of purchasing securities of the Issuer;
 - (d) the total asset value of the investment portfolios it manages on behalf of clients is not less than \$20,000,000; and
 - (e) it has no reasonable grounds to believe, that any of the directors, senior officers and other insiders of the Issuer, and the persons that carry on investor relations activities for the Issuer has a beneficial interest in any of the managed accounts for which it is purchasing.

4. If the answer to 2(a). above was "No", please provide the names and addresses of Control Persons of the Placee:

Name *	City	Province or State	Country

* If the Control Person is not an individual, provide the name of the individual that makes the investment decisions on behalf of the Control Person.

5. Acknowledgement - Personal Information and Securities Laws

(a) "Personal Information" means any information about an identifiable individual, and includes information contained in sections 1, 2 and 4, as applicable, of this Form.

The undersigned hereby acknowledges and agrees that it has obtained the express written consent of each individual to:

- (i) the disclosure of Personal Information by the undersigned to the Exchange (as defined in Appendix 6B) pursuant to this Form; and
 - (ii) the collection, use and disclosure of Personal Information by the Exchange for the purposes described in Appendix 6B or as otherwise identified by the Exchange, from time to time.
- (b) The undersigned acknowledges that it is bound by the provisions of applicable Securities Law, including provisions concerning the filing of insider reports and reports of acquisitions.

Dated and certified (if applicable), acknowledged and agreed, at _____ on _____

(Name of Purchaser - please print)

(Authorized Signature)

(Official Capacity - please print)

(Please print name of individual whose signature appears above)

THIS IS NOT A PUBLIC DOCUMENT