

FINDER’S FEE AGREEMENT

This Agreement made as of the 1st day of June, 2014

BETWEEN:

ASANTE GOLD CORPORATION
Suite 206 – 595 Howe Street
Vancouver, British Columbia
V6C 2T5

(herein referred to as the “**Finder**”)

OF THE FIRST PART

AND:

NSS RESOURCES INC.
12339 – 57A Avenue
Surrey, British Columbia
V3X 3H3

(herein referred to as the "**Company**")

OF THE SECOND PART

WHEREAS:

A. The Finder has introduced the Company to the opportunity to acquire claims in and around the Seneca VMS Cu Zn deposit, located near Harrison Hot Springs, British Columbia (the “Opportunity”).

B. As a consequence of the Opportunity, the Company has acquired through direct staking a 100% interest in the Seneca 1 thru 8 claims (the “Initial Property”) as further detailed in Appendix “A” attached hereto.

C. The Company has agreed to pay the Finder a finder’s fee for having introduced the Opportunity to the Company.

Now therefore, in consideration of the mutual premises, and covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agrees as follows:

1. **FEE**

1.1 The Company shall reserve for the Finder, in consideration for the services performed by the Finder hereunder, a finder’s fee (the “Finder’s Fee”) equal to a 2% net smelter returns royalty as further defined in Appendix “B” attached to this

agreement (the “2% NSR royalty”) on production of minerals from the Initial Property; and a further 2% NSR royalty on any additional interests in minerals or land acquired by the Company and located within 5 km of the Initial Property; collectively hereafter referred to as the “Property”;

1.2 The Finder’s Fee will be subject to any requisite regulatory approvals.

1.3 In the event the Company decides to not further develop the Property or any part of the Property, the Company will give the Finder 90 days written notice of its intention to drop a part or all of the Property (the “Shed property”). Any such Shed property must be in good standing with the Province of British Columbia for at least a further 90 days from the date of the notice. If the Finder desires to retain the Shed property or any part thereof, the Finder must within 30 days of receipt of the notice, in writing, ask the Company to transfer any such property to the Finder, and the Company will affect the transfer and it will have no further interests in the property so transferred.

2. NOTICES

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be emailed, hand delivered mailed by registered mail or sent by overnight courier service as follows:

To the Finder:

ASANTE GOLD CORPORATION
Suite 206 – 595 Howe Street
Vancouver, British Columbia
V6C 2T5

Email: douglas@asantegold.com

To The Company:

NSS RESOURCES INC.
12339 – 57A Avenue
Surrey, British Columbia
V3X 3H3

Email: jagsandhu@telus.net

Any notice to be delivered to or served on a Party will be sufficiently delivered or served on the Party in writing and personally delivered to the Party, in which case delivery will be deemed to have been received at the time it was delivered; or sent by registered mail addressed to the Party at the address for the Party set out above, or at

such other address as the receiving Party may notify the notifying Party, or by email. The notice will be deemed to have been received on the fifth working day after mailing. A notice sent by email will be deemed to have been received on the business day next following the day of transmission.

3. TIME OF ESSENCE

Time shall be of the essence of this agreement.

4. BINDING AGREEMENT

This Agreement shall be binding upon the Parties hereto and their respective heirs, executors, associates and permitted successors and assigns.

Wherever the singular or masculine is used in this Agreement, they will include the plural, the feminine, and body corporate or politic, and vice versa, and the executors, administrators, successors and assigns of the parties as the context or the parties require.

5. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the Parties as of the date of its execution and supersedes all prior agreements and understandings, whether oral or written, express or implied, between them with respect to the matters of this Agreement. This Agreement may not be amended except in writing and signed by each of the Parties.

6. SEVERABILITY

If any part of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in force and effect as if such invalid or unenforceable term had never been included.

7. ASSIGNMENT

This Agreement is assignable.

8. JURISDICTION & DISPUTE RESOLUTION

This Agreement shall be governed by, interpreted in accordance with and subject to the sole jurisdiction of the laws of the Province of British Columbia. In WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

NSS RESOURCES INC.

Per:

"Jag Sandhu"
JAG SANDHU, PRESIDENT

Witness

ASANTE GOLD CORPORATION

Per:

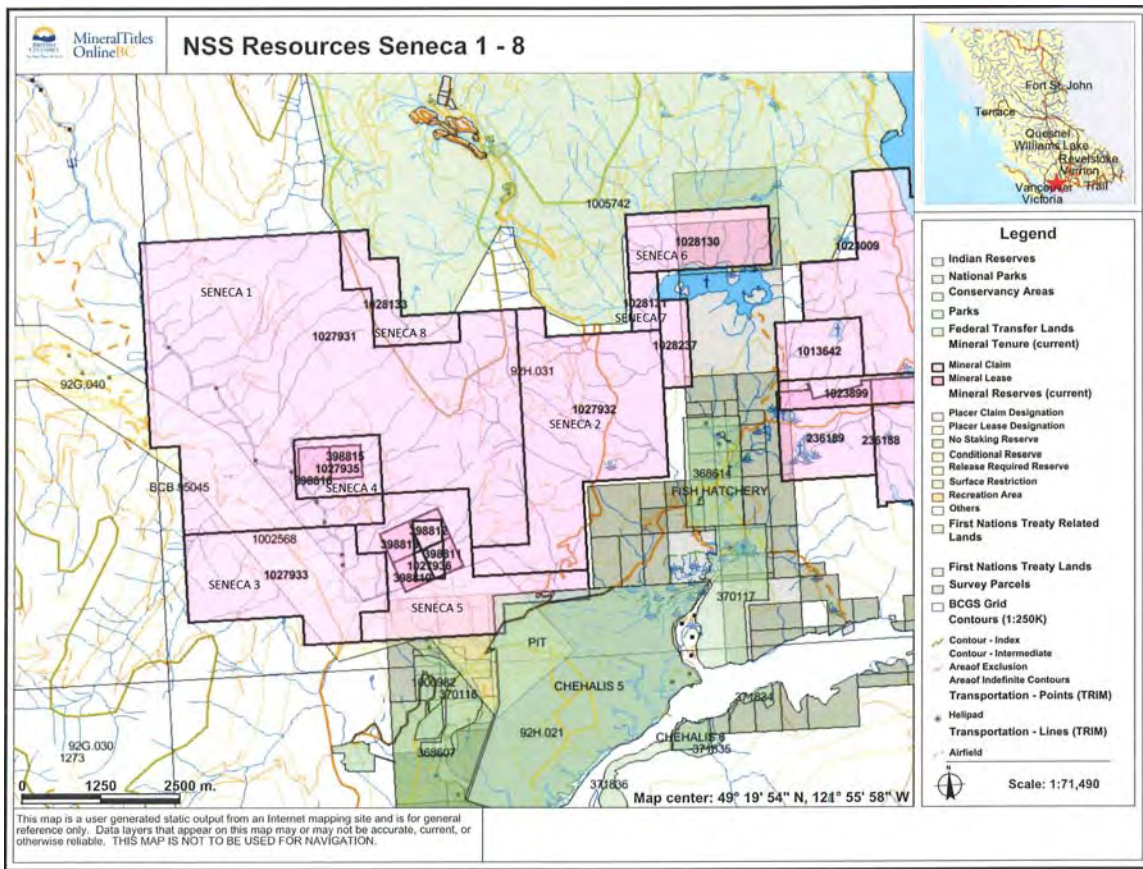
"Alex Heath"
ALEX HEATH, DIRECTOR

Witness

APPENDIX A

SENECA 1 TO 8 TITLES

Tenure Number	Claim Name	Owner	Tenure Type	Map Number	Issue Date	Good To Date	Area (ha)
1027931	SENECA 1	279648 (100%)	Mineral	092H	2014/apr/29	2015/apr/29	2104.7055
1027932	SENECA 2	279648 (100%)	Mineral	092H	2014/apr/29	2015/apr/29	715.746
1027933	SENECA 3	279648 (100%)	Mineral	092H	2014/apr/29	2015/apr/29	463.3084
1027935	SENECA 4	279648 (100%)	Mineral	092H	2014/apr/29	2015/apr/29	126.3167
1027936	SENECA 5	279648 (100%)	Mineral	092H	2014/apr/29	2015/apr/29	421.1975
1028130	SENECA 6	279648 (100%)	Mineral	092H	2014/may/07	2015/may/07	210.3916
1028131	SENECA 7	279648 (100%)	Mineral	092H	2014/may/07	2015/may/07	42.0854
1028133	SENECA 8	279648 (100%)	Mineral	092H	2014/may/07	2015/may/07	147.2893



APPENDIX B

CALCULATION AND PAYMENT OF NET SMELTER RETURNS ROYALTY

1. The following words and phrases shall have the following meanings, namely:

(i) "Date of Commencement of Commercial Production" shall be the date upon which Ore from the Property is being consistently milled on a continuous basis at 75% of the rate projected in the final feasibility study, if any, prepared by or for the Company in respect of the Property or 180 days after the date on which Ore from the Property, is first mined, whichever shall first occur.

(ii) "Net Smelter Returns" with respect to the Property shall mean the gross proceeds received by the Company in any year from the sale of Product from the mining operation on the Property, less successively:

A) the cost of transportation of such Product to a smelter or other place of treatment, and

(B) smelter and treatment charges;

(iii) "Ore" shall mean any material containing a mineral or minerals of commercial economic value mined from the Property; and

(iv) "Product" shall mean Ore mined from the Property and any concentrates or other materials or product derived therefrom, provided, however, that if any such Ore, concentrates or other materials or products are further treated as part of the mining operation in respect of the Property, such Ore, concentrates or other materials or products shall not be considered to be "Product" until after they have been so treated.

2. The Company shall give notice to the Finder of the date on which Ore is first mined. It is agreed that pilot plant operations and the mining or milling of Ore in connection therewith, which operations and mining or milling is part of a feasibility study leading to commercial production, shall not be considered commercial production.

3. The Royalty payable to the Finder namely 2% of Net Smelter Returns, shall be calculated by the Company each quarter and at the end of such quarter and shall be paid to the Finder on or before the last day of the next following quarter. Any adjustments in the payment of the Royalty hereunder arising out of an audit referred to in paragraph 10 hereof shall be made and paid at that time.

4. For the purposes of calculating the amount of the Royalty payable to the Finder hereunder, only, if, after the Date of Commencement of Production from the mining operation on the Property, the Company sells any Product to one of its subsidiaries or affiliates, and if the sale price of such Product is not negotiated on an arm's length basis, the Company shall for the purposes of calculating Net Smelter Returns only and notwithstanding the actual amount of such sale price, add to the proceeds from the sale of such Product an amount which would be sufficient to make such sale price represent a reasonable net sale price for such Product as if negotiated at arm's length and after taking into account all pertinent circumstances (including, without limitation, then current market conditions relating to Ore, concentrates or other materials or products similar to such Product).

5. The Company shall by notice inform the Finder of the quantum of such reasonable net sale price and if the Finder does not object thereto within 60 days after receipt of such notice, said quantum shall be final and binding for the purposes of calculating the Royalty.
6. On or before the last day of each quarter of each year after the Date of Commencement of Production, the Company shall deliver to the Finder a statement indicating in reasonable detail, as of the last day of the immediately preceding quarter, the calculation of Net Smelter Returns and the aggregate Royalty payable for such quarter.
7. The Company may remove reasonable quantities of Ore and rock from the Property for the purpose of bulk sampling and of testing, and there shall be no Royalty payable to the Finder with respect thereto unless revenues are derived therefrom.
8. The Company agrees to maintain for each mining operation of the Property up to date and complete records relating to the production and sale of Product including accounts, records, statements and returns relating to treatment and smelting arrangements of the Product, and the Finder or its agents shall have the right at all reasonable times, including for a period of 12 months following the expiration or termination of this agreement, to inspect such records, statements and returns and make copies thereof at its own expense for the purpose of verifying the amount of Royalty payments to be made by the Company to the Finder pursuant hereto. The Finder shall have the right at its own expense to have such accounts audited by independent auditors once each year.
9. The Company shall have an audited statement prepared by its auditors for each year with respect to the Royalty payable to the Finder hereunder, by the 30th day of July in the following year, and the Company shall forthwith deliver a copy of such statement to the Finder.
10. All Royalty payments shall be considered final and in full satisfaction of all obligations of the Company making same in respect thereof if such payments or the Calculation in respect thereof are not disputed by the Finder within 60 days after receipt by the Finder of the audited statement referred to in paragraph 9 hereof.
11. The Company shall have the right to commingle with Ores from the Property, ore produced from other properties provided, that prior to such commingling, the Company shall adopt and employ reasonable Industry standard best practices and procedures for weighing, determination of moisture content, sampling and assaying, as well as utilize reasonable accurate recovery factors in order to determine the amounts of products derived from, or attributable to Ore mined and produced from the Property. The Company shall maintain accurate records of the results of such sampling, weighing and analysis ascertaining to Ore mined and produced from the Property.