

EARLY WARNING REPORT
Form 62-103F1

Required Disclosure under the Early Warning Requirements

Item 1 – Security and Reporting Issuer

1.1 State the designation of securities to which this report relates and the name and address of the head office of the issuer of the securities.

Securities: common shares (“**Shares**”)

Issuer: TDG Gold Corp. (the “**Issuer**”)
Unit 1 – 15782 Marine Drive
White Rock, British Columbia
V4B 1E6

1.2 State the name of the market in which the transaction or other occurrence that triggered the requirement to file this report took place.

Not applicable.

Item 2 – Identity of the Acquiror

2.1 State the name and address of the acquiror.

Talisker Resources Ltd. (the “**Acquiror**”)
350 Bay Street, Suite 400
Toronto, Ontario
M5H 2S6

2.2 State the date of the transaction or other occurrence that triggered the requirement to file this report and briefly describe the transaction or other occurrence.

On December 11, 2020, further to its press release of July 8, 2020, the Acquiror completed the sale of its mineral resource properties located in the Toodoggone region of the Province of British Columbia (the “**Properties**”) to the Issuer (the “**Transaction**”), which was also part of the Issuer’s Qualifying Transaction. The Properties acquired by the Issuer pursuant to the Transaction consist of: the Baker Project, which includes the past producing Baker and Multinational Mines; the Shasta Mine and the Baker mill infrastructure and equipment; the Chappelle property, which covers the ground from the past producing Baker and Multinational Mines; the Mets lease, which is a mining lease located approximately 20 kms north of the historic Baker and Multinational Mines; and the Bot property, which is a mineral tenure located approximately 35 kms north of the Baker milling facilities. In connection with the Transaction, the Issuer acquired the Properties and assumed all liabilities related to the Properties and the Acquiror received 18,973,699 Shares.

2.3 State the names of any joint actors.

Not applicable.

Item 3 – Interest in Securities of the Reporting Issuer**3.1 State the designation and number or principal amount of securities acquired or disposed of that triggered the requirement to file this report and the change in the acquiror's security holding percentage in the class of securities.**

As a result of the Transaction, the Acquiror acquired beneficial ownership and control and direction over a total of 18,973,699 Shares, which represents 33.13% of the outstanding Shares on an undiluted basis and 30.12% on a fully-diluted basis. Prior to the completion of the Transaction, the Acquiror did not own or control any Shares, and accordingly, the acquisition represents an increase in the Acquiror's ownership from nil to 33.13% of the outstanding Shares on an undiluted basis and 30.12% on a fully-diluted basis.

3.2 State whether the acquiror acquired or disposed ownership of, or acquired or ceased to have control over, the securities that triggered the requirement to file this report.

See Item 3.1 above.

3.3 If the transaction involved a securities lending arrangement, state that fact.

Not applicable.

3.4 State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities, immediately before and after the transaction or other occurrence that triggered the requirement to file this report.

See Item 3.1 above.

3.5 State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities referred to in Item 3.4 over which:**(a) the acquiror, either alone or together with any joint actors, has ownership and control,**

See Item 3.1 above.

(b) the acquiror, either alone or together with any joint actors, has ownership but control is held by persons or companies other than the acquiror or any joint actor, and

Not applicable.

- (c) the acquiror, either alone or together with any joint actors, has exclusive or shared control but does not have ownership.

Not applicable.

- 3.6 If the acquiror or any of its joint actors has an interest in, or right or obligation associated with, a related financial instrument involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the related financial instrument and its impact on the acquiror's securityholdings.**

Not applicable.

- 3.7 If the acquiror or any of its joint actors is a party to a securities lending arrangement involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the arrangement including the duration of the arrangement, the number or principal amount of securities involved and any right to recall the securities or identical securities that have been transferred or lent under the arrangement.**

State if the securities lending arrangement is subject to the exception provided in section 5.7 of NI 62-104.

Not applicable.

- 3.8 If the acquiror or any of its joint actors is a party to an agreement, arrangement or understanding that has the effect of altering, directly or indirectly, the acquiror's economic exposure to the security of the class of securities to which this report relates, describe the material terms of the agreement, arrangement or understanding.**

Not applicable.

Item 4 – Consideration Paid

- 4.1 State the value, in Canadian dollars, of any consideration paid or received per security and in total.**

The consideration paid to the Issuer had a deemed value of \$0.30 per Share and an aggregate deemed value of \$5,692,110 for the Transaction.

- 4.2 In the case of a transaction or other occurrence that did not take place on a stock exchange or other market that represents a published market for the securities, including an issuance from treasury, disclose the nature and value, in Canadian dollars, of the consideration paid or received by the acquiror.**

See Item 2.2 above.

4.3 If the securities were acquired or disposed of other than by purchase or sale, describe the method of acquisition or disposition.

Not applicable.

Item 5 – Purpose of the Transaction

State the purpose or purposes of the acquiror and any joint actors for the acquisition or disposition of securities of the reporting issuer. Describe any plans or future intentions which the acquiror and any joint actors may have which relate to or would result in any of the following:

- (a) the acquisition of additional securities of the reporting issuer, or the disposition of securities of the reporting issuer;**
- (b) a corporate transaction, such as a merger, reorganization or liquidation, involving the reporting issuer or any of its subsidiaries;**
- (c) a sale or transfer of a material amount of the assets of the reporting issuer or any of its subsidiaries;**
- (d) a change in the board of directors or management of the reporting issuer, including any plans or intentions to change the number or term of directors or to fill any existing vacancy on the board;**
- (e) a material change in the present capitalization or dividend policy of the reporting issuer;**
- (f) a material change in the reporting issuer’s business or corporate structure;**
- (g) a change in the reporting issuer’s charter, bylaws or similar instruments or another action which might impede the acquisition of control of the reporting issuer by any person or company;**
- (h) a class of securities of the reporting issuer being delisted from, or ceasing to be authorized to be quoted on, a marketplace;**
- (i) the issuer ceasing to be a reporting issuer in any jurisdiction of Canada;**
- (j) a solicitation of proxies from securityholders;**
- (k) an action similar to any of those enumerated above.**

The acquisition of Shares was for investment purposes. The Acquiror will evaluate its investment in the Issuer from time to time and may, based on such evaluation, market conditions and other circumstances, increase or decrease shareholdings as circumstances require through market transactions, private agreements, or otherwise, subject to and in accordance with the terms of the Investor Rights Agreement (as defined below). Other than exercising its board nomination rights

in accordance with the Investor Rights Agreement, it currently has no other plans or intentions that relate to or would result in the items listed in (a) through (k) above.

Item 6 – Agreements, Arrangements, Commitments or Understandings With Respect to Securities of the Reporting Issuer

Describe the material terms of any agreements, arrangements, commitments or understandings between the acquiror and a joint actor and among those persons and any person with respect to securities of the class of securities to which this report relates, including but not limited to the transfer or the voting of any of the securities, finder’s fees, joint ventures, loan or option arrangements, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. Include such information for any of the securities that are pledged or otherwise subject to a contingency, the occurrence of which would give another person voting power or investment power over such securities, except that disclosure of standard default and similar provisions contained in loan agreements need not be included.

The Transaction was part of the Issuer’s Qualifying Transaction. As a result, the 18,973,699 Shares beneficial owned by the Acquiror and which the Acquiror has control and direction over, were placed in escrow pursuant to an escrow agreement dated December 11, 2020. These Shares are subject to release over 36 months, with 10% being released on issuance of the TSXV’s final bulletin approving the Transaction.

As a condition to completion of the Transaction, the Issuer and the Acquiror entered into an investor rights agreement dated December 11, 2020 (the “**Investor Rights Agreement**”) pursuant to which, for so long as the Acquiror owns at least 10% of the issued and outstanding Shares, the Acquiror will be entitled to designate a number of individuals to be nominated to serve as directors of the Issuer *pro rata* to the percentage of Shares held by the Acquiror (provided that the Acquiror shall be entitled to at least one director nominee). Additionally, for so long as the Acquiror is entitled to nominate at least one director nominee, the Acquiror will be entitled to participate, subject to certain exceptions, in any issuance of equity securities by the Issuer in order to maintain its percentage interest of Shares and may also subscribe for any equity securities not subscribed for by other investors under such equity financing. Further, the Issuer acknowledges that the Acquiror may wish to complete a distribution or similar transaction with respect to the Shares that it holds and agrees, subject to certain conditions, to use its commercially reasonable efforts to assist the Acquiror in structuring and implementing such transaction. Pursuant to the terms of the Investor Rights Agreement, in the event the Issuer proposes to complete a business combination which would result in the Acquiror holding more than 10% of the voting securities of the resulting issuer, the Issuer must cause the resulting issuer to assume all of the Issuer’s obligations under the Investor Rights Agreement.

Item 7 – Change in Material Fact

If applicable, describe any change in a material fact set out in a previous report filed by the acquiror under the early warning requirements or Part 4 in respect of the reporting issuer’s securities.

Not applicable.

Item 8 – Exemption

If the acquiror relies on an exemption from requirements in securities legislation applicable to formal bids for the transaction, state the exemption being relied on and describe the facts supporting that reliance.

Not applicable.

Item 9 – Certification

The acquiror must certify that the information in this report is true and complete in every respect. In the case of an agent, the certification is based on the agent's best knowledge, information and belief but the acquiror is still responsible for ensuring that the information filed by the agent is true and complete.

This report must be signed by each person on whose behalf the report is filed or his or her authorized representative.

It is an offence to submit information that, in a material respect and at the time and in the light of the circumstances in which it is submitted, is misleading or untrue.

Certificate

The certificate must state the following:

I, as the acquiror, certify to the best of my knowledge, information and belief, that the statements made in this report are true and complete in every respect.

Date: December 14, 2020

TALISKER RESOURCES LTD.

“Terence Harbort”

Chief Executive Officer, President and
Director