

Gespeg Signs a Letter of Agreement to Acquire the Montauban project from DNA Canada Inc and Joins Osisko Metals as JV Partner

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SASKATOON, Jan. 17, 2019 - GESPEG COPPER RESOURCES INC. (TSX-V: GCR) (the "Company" or "Gespeg") is pleased to announce the signature of a Letter of Agreement (the "of Agreement") with DNA Canada Inc. ("DNA") pursuant to which Gespeg shall acquire from DNA all the following assets (the "Acquisition"):

1. 152 mining claims and 1 mining concession located in the Montauban and Chavigny townships, in the county of Portneuf, in the province of Québec (the "Property");
2. the buildings, immovables and other assets and permits located on, or with respect to the Property,
3. and the rights and obligations of DNA pursuant to the Option Agreement dated December 5, 2018 between DNA and Osisko Metals Incorporated with respect to the Property (see DNA press released of December 12th, 2018).

This acquisition will allow Gespeg to develop and to evaluate the four (4) tailings sites from past production that are found at the Montauban project. The Company has already begun exploration and evaluation work at the property and will update shareholders in the next coming weeks.

Sylvain Laberge, President & CEO of Gespeg, "We are extremely pleased with this acquisition, as it will take the Company to the next level. Furthermore, having the geological knowledge and technical expertise from the Osisko Metals team, who will be acting as operator for the exploration of base metals on the property, will be an added value, and allow us the opportunity to focus on the precious metals";

The completion of the Acquisition is subject to its approval by the shareholders of DNA and the TSX-V.

Terms of the Acquisition

The Acquisition shall be completed by Gespeg in consideration of the issuance by Gespeg to DNA of a convertible debenture for an aggregate capital amount of \$2,267,295 (the "Debenture").

- The Debenture shall not bear any interest, shall mature on January 15th, 2021 and shall be convertible in common shares of Gespeg as follows:
 1. a first tranche of 20,000,000 common shares of Gespeg on the date that is 4 months and 1 day following the execution of the Formal Agreement;
 2. only if the first tranche of 20,000,000 shares referred to in i) above has been distributed by DNA to its shareholders, a second tranche of 25,576,500 common shares of Gespeg on the date that is 8 months following the execution of the Formal Agreement;
 3. only if the second tranche of 25,576,500 shares referred to in ii) above has been distributed by DNA to its shareholders, a third tranche of 30,000,000 common shares of Gespeg on the date that is 12 months following the execution of the Formal Agreement.
- DNA will retain a 2% NSR on all of the precious metal's properties production, of which each half (1%) can be bought back for \$500,000.
- Gespeg shall also i) assume certain current outstanding debts of DNA up to a maximum aggregate amount of \$150,000 and ii) be responsible for all liabilities owed to the City of Notre-Dame-de-Montauban and shall have to negotiate a new lease with it.

About Gespeg: Gespeg is an exploration company with a focus in underexplored regions "Montauban,

Gasp , Qu bec”. With a dedicated management team, the Company’s goal is to create shareholder value through the discovery of new deposits.

GESPEG COPPER RESOURCES INC.

(signed) “Sylvain Laberge”

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