April 11, 2013

Camex Mining Development Group Inc.
1 Place Ville Marie
Suite 1812
Montréal (Québec) H3B 4A9

Attention: All members of the Board of Directors

Re: Purchase of all of the shares of Camex Mining Development Group Inc. (“Camex”)

Dear Sirs:

This letter of intent confirms our mutual understanding and intent concerning the possible purchase by VVC Exploration Corporation (“**VVC**”) of all of the issued and outstanding shares of Camex, including common, preferred, non-voting, voting and participating shares, as well as all options, warrants and other securities convertible into shares of Camex (collectively, the “**Shares**”).

The completion of any transaction contemplated hereby will be subject to our negotiation, preparation and execution of definitive agreements (the “**Definitive Agreements**”) satisfactory both in form and substance to each party and containing such warranties, representations, covenants, conditions and other terms as are satisfactory to each party, VVC’s satisfactory review of the assets (the “**Assets**”) necessary to conduct the business presently being conducted by Camex and its subsidiaries (the “**Business**”) and other approvals and conditions as stated below. The Shares will represent all of the issued and outstanding shares of Camex and will be delivered free and clear of all liens or encumbrances and no person, firm or corporation has any agreement, option or right capable of becoming an agreement or option for the purchase of any of the Shares.

1. TRANSACTION

Subject to the terms and conditions set forth herein, VVC will acquire all of the Shares in exchange for the issuance of 59,900,000 VVC common shares (the “**VVC Shares**”) on the Closing Date (as hereinafter defined), the whole as subject to adjustments, if any, as mutually agreed upon based on due diligence (this share exchange or any other similar transaction being hereinafter referred to as the “**Transaction**”).

2. DUE DILIGENCE

On and after the date of the acceptance hereof until the signing of the Definitive Agreements (the “**Investigation Period**”), Camex agrees to permit VVC and its representatives access to all of Camex’s facilities, properties, books, contracts, commitments and records, as well as permitting VVC and its representatives to contact and interview key customers and suppliers of the Business, for the purposes of making such investigations as VVC, at its sole cost and expense, may desire respecting the condition (financial or otherwise) of Camex as it relates to the Assets, the Shares and the sale thereof; provided, however, that the parties will discuss and agree how such access will be granted in a manner which minimizes the disruption to the business of Camex.

3. DEFINITIVE AGREEMENTS

During the Investigation Period, VVC and Camex will proceed diligently to negotiate in good faith with a view to concluding and delivering all Definitive Agreements necessary to consummate the Transaction. A draft of the Definitive Agreements will be prepared by VVC's counsel. The Definitive Agreements will include (a) a share purchase agreement containing such warranties, representations, conditions and covenants as are satisfactory to each party including, without limiting the generality of the foregoing, warranties relating to the ownership of the Shares and the Assets, tax, intellectual property, labour matters, absence of undisclosed liabilities, environment, and product liability; and (b) such other agreements and documents as the parties, acting together or individually, may deem to be necessary. For greater certainty, the foregoing documents will, to the extent possible, be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

4. OTHER CONDITIONS

Closing of the Transaction will be conditional upon the following:

(a) no material adverse change to the value of the Shares or in the operations and condition of the Assets (financial or otherwise) and prospects of the Business from the date hereof until the Closing Date;

(b) expiration of any regulatory waiting periods and the obtaining of all regulatory and other approvals (if any) necessary to complete the Transaction;

(c) confirmation from the TSX Venture Exchange that the Transaction does not qualify as a "reverse takeover", as such term is defined in Policy 5.2 – *Changes of Business and Reverse Takeovers*, nor is subject to the requirements set forth in said policy;

(d) obtaining the requisite shareholder approval for the Transaction;

(e) completion, to VVC's satisfaction, acting reasonably, of its due diligence investigation of the Business; and

(f) approval of the Transaction by the Board of Directors of VVC and, if applicable, the Board of Directors of Camex.

5. CLOSING DATE

The Transaction will close (the "**Closing**") by the fifth business day after all necessary approvals have been obtained, which is estimated to occur within 60 to 90 days from the signing of the Definitive Agreements (the "**Closing Date**").

6. ANNOUNCEMENT AND CONFIDENTIALITY

Camex agrees that VVC will have the right, but not the obligation, to make a public announcement relating to this letter of intent.

7. Confidential Information

The parties acknowledge that, in the context of the Transaction, confidential information will be exchanged from one party to another and, in that regard, agree to the following:

(a) Confidential information is understood to include all verbal or written information disclosed by the disclosing party to another party hereof, as well as all information regarding this letter of intent or the Transaction ("**Confidential Information**").

(b) The parties undertake not to disclose or allow to be disclosed any Confidential Information, except to their directors, officers, employees, advisors, and financiers (the "**Representatives**") on a need to know basis. The parties will be liable for any breach of the confidentiality obligations by their Representatives.

(c) The parties acknowledge that certain information is not subject to the present confidentiality obligations, notably:

   (i) confidential Information already known to the public or known in the industry;

   (ii) should the other party expressly consent to a party disclosing the Confidential Information; or

   (iii) if a party is forced by law or order to disclose the Confidential Information.

8. Negotiations with Others

In consideration of VVC incurring substantial time, effort and expense in investigating and evaluating Camex and its business operations, Camex agrees that upon acceptance of this letter of intent, it will not, prior to the expiration or termination of this letter of intent in accordance with Section 11 hereof, enter into, or continue, any negotiations or discussions with any third party in respect of the sale of the Shares or the Assets or any part thereof to any person and it will not enter into, or continue, any negotiations or discussions with any third party in respect of the sale of the Business (or any part thereof) to any person or in respect of the amalgamation, merger or combination of the Business with the business of any person.

9. Costs

Each party agrees to be responsible for and to bear all costs and expenses (including any broker's or finder's fees and the fees and expenses of its other advisors) in connection with the Transaction.

10. Non-Binding Offer

This letter of intent will not constitute a binding offer to purchase but rather an undertaking by both parties to negotiate the Definitive Agreements in good faith and to proceed diligently with all steps necessary to consummate the Transaction. Notwithstanding the foregoing, Sections 6, 7, 8 and 9 will be binding obligations on the parties.

11. TERMINATION

If Closing has not occurred on or prior to December 31, 2013, this letter of intent will lapse in its entirety, unless otherwise mutually agreed to by the parties hereto. In addition, the provisions of this letter of intent may be terminated by notice from either party hereto to the other party at any time prior to Closing. Upon expiration or termination of this letter of intent in accordance with this Section 11, neither party will have any obligation to the other party, except as provided in Sections 6, 7, 8 and 9.

12. GOVERNING LAW

This letter of intent will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the Province of Ontario and of Canada located in that province for any actions, suits or proceedings arising out of or relating to this letter of intent or the Transaction, and agree not to commence any action, suit or proceeding relating thereto except in such courts.

13. COUNTERPARTS

This letter of intent may be executed in counterparts, each of which will be deemed to be an original and both of which together will constitute one and the same instrument. To evidence its execution of an original counterpart of this letter of intent, a party may send a copy of its original signature on the execution page hereof to the other party by facsimile transmission and such transmission will constitute delivery of an executed copy of this letter of intent to the receiving party.

14. SUCCESSORS AND ASSIGNS

This letter of intent will be binding upon the parties hereto and their respective assigns, successors and interests and will not be modified or amended except by written agreement.

15. LANGUAGE

The parties hereto have expressly requested that this letter of intent and all ancillary documents be drafted in the English language. *Les parties aux présentes ont expressément exigé que cette lettre d'intention et tous les documents accessoires soient rédigés en langue anglaise*.

[*Signature Page Follows*]

Please confirm Camex's acceptance of the above by signing and returning a copy of this letter to the undersigned by no later than 8:00 a.m. on April 12, 2013.

Sincerely,

VVC EXPLORATION CORPORATION

Per: */s/ Patrick Fernet*
Name: Patrick Fernet
Title: Vice-president

AGREED this 12th day of April, 2013.

CAMEX MINING DEVELOPMENT GROUP INC.

Per: */s/ Noah Billick*
Name:Noah Billick
Title: Director