# UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington D.C. 20549

# FORM 8-K

#### CURRENT REPORT

Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934 Date of Report (Date of earliest event reported): May 6, 2014

# **Oro East Mining, Inc.**

(Exact name of registrant as specified in its charter)

<u>Delaware</u>

(State or other jurisdiction of incorporation)

000-53136

(Commission File Number)

# <u>26-2012582</u>

(IRS Employer Identification No.)

7817 Oakport Street, Suite 205 <u>Oakland, California 94621</u>

(Address of principal executive offices) (Zip Code)

(510) 638-5000

Registrant's telephone number, including area code

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

□ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

□ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

Dere-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

Dre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

## Item 1.01 Entry into a Material Definitive Agreement

On May 6, 2014, Oro East Mining, Inc. ("Company") executed an Addendum with the Royal Asset Management Company ("RAM") titled "Amendment 001 to Contract No. 140128/RAM/OROE," ("Addendum") with material modifications to the initial Sale and Purchase Agreement entered into by and between the parties on January 29, 2014 ("Agreement"). The Addendum itself is dated April 30, 2014, though its execution date is May 6, 2014. The modifications are as follows:

- The \$1,000,000.00 previously advanced to Company by RAM shall be converted to a loan payable in full within 90 days of execution of the Addendum, with an interest rate of 0.6875% per month to commence tolling on the day the \$1,000,000.00 was received.
- The Debt as set forth in the Addendum is secured by Company's assets.

## Item 9.01 Financial Statements and Exhibits

(d) Exhibits:

Exhibit	Description
10.1	Amendment 001 to Contract No. 140128/RAM/OROE

# SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: May 8, 2014

Oro East Mining, Inc. (Registrant)

By: /s/ Tian Qing Chen Name: Tian Qing Chen Title: Chief Executive Officer

Exhibit	Description
10.1	Amendment 001 to Contract No. 140128/RAM/OROE

### EXHIBIT 10.1

## Amendment to CONTRACT NUMBER: 140128/RAM/OROE Amendment Number 0001

#### Amendment to Sales and Purchase Agreement, Oro East Mining Inc, and Royal Asset Management

Amendment made this April 30, 2014, by and between:

Oro East Mining, Inc (OTC: OROE), 7817 Oakport Street, Suite 205, Oakland, California 94621, hereinafter referred to as OROE And

Royal Asset Management, Nassima Tower, Office 1303, Sheikh Zayed Road, Dubai, United Arab Emirates, hereinafter referred to as RAM.

WHEREAS, OROE is a mining company and is producing gold concentrates in California, WHEREAS, RAM is a trading and real estate company based in Dubai, UAE with end users in China.

WHEREAS OROE desires to sell gold concentrates (hereinafter "Commodity") to RAM, and RAM desires to buy the Commodity under the following terms and conditions.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, it is agreed by the parties hereto as follows:

#### **CLAUSE 1 - DEFINITION**

In this contract, the following terms shall, unless otherwise specifically defined, have the following meanings:

(A) "Gold Concentrates" means Gold concentrates of USA Origin, specifically from the Calaveras Gold Refinery Project of OROE.

(B) "U.S. Currency" means the currency of the United States of America freely transferable from and payable to an external account.

(C) "Metric Ton" means 1000 Kilogram.

(D) "Wet basis" means concentrates fines in its natural wet state. "wmt" means wet metric ton and "dmt" means dry metric ton.

(E) "Ounce" means Troy Ounce, which equivalent to about 31.1034807 gram.

#### CLAUSE 2 - Amendment

Seller and Buyer have agreed that the amount of US \$1,000,000.00 (One Million US Dollars) paid under CONTRACT NUMBER: 140128/RAM/OROE is considered a Debt ("Debt").

Within 90 days after the execution of this Agreement, Seller undertakes to return the Debt plus an interest for delayed payment of 0.6875% per month from the date the Debt was received by the Seller till effective payment of the Debt.

The Seller undertakes to repay the Debt to the Buyer within the period set out in the above paragraph. Both parties have agreed that the Debt will be due and payable in total to the Buyer upon the expiry of 90 days. In any event, the Seller will not be entitled to deduct any amount of the Debt or postpone payment of the Debt without the prior written approval of the Debt.

This Debt shall be backed by the assets of the Seller.

## CLAUSE 3 - RIGHT TO SELL AND TRANSFER

All right and interest to the gold concentrates and Commodities as referenced in CONTRACT NUMBER: 140128/RAM/OROE shall remain the same until the Debt has been repaid. The continuation of the contract shall remain in place and a new agreement shall be negotiated with terms acceptable to both parties upon the return of Debt by the Seller to the Buyer.

# CLAUSE 4 - ALL OTHER TERMS AND CONDITIONS REMAINS THE SAME

All other terms and conditions in **CONTRACT NUMBER: 140128/RAM/OROE** shall remain the same. In the event of conflict between the terms herein and the terms of the original Contract as referenced, the terms herein of the Addendum shall trump.

### CLAUSE 5 - NOTICE

All notice given under this amended contract shall be given or confirmed in writing or via email, and shall be addressed to the parties at the addresses set forth below or at such other addresses as each party may from time to time notify the other.

Notice shall be served by email or facsimile and shall be deemed to be received upon actual receipt of the email or when well received by recipient's facsimile. Confirmation of notice shall be sent by airmail and email. A notice with respect to any change of address shall effective only when actually received.

Note required by this Agreement should be address to:

Oro East Mining, Inc. (Seller)		
Name:	Tian Q. Chen	
Title:	CEO	
Address:	7817 Oakport Street, Suite 205, Oakland, California 94621	
Tel:	+510 544 1516	
Email:	oro@oroeast.com	
Royal Asset Management (Buyer)		
Name:	Zabir Vadia	
Title:	Managing Director	
Address:	Nassima Tower, Office 1303, Sheikh Zayed Road, Dubai, United Arab Emirates	
Tel:	+971 4 3862433	

Email: zabir@royal-asset.com

## CLAUSE 6 - ASSIGNMENT

Neither party may without the prior written consent of the other assign this contract or any of its right or obligations hereunder to any third party. Any such purported assignment shall be avoided.

## CLAUSE 7 - ENTIRE CONTRACT: MODIFICATION

Any modifications of this contract shall not be made except by written agreement between the parties.

### CLAUSE 8 - GOVERNING LAW

This contract shall be governed by and construed in accordance with the laws of the State of California, United States. In case of any litigation, the prevailing party shall recover all its attorney's fees, legal and court costs. [DELETED SECTION]

5/06/14 <u>TQC</u> | <u>ZV</u> 5/01/14

## CLAUSE 9 - VALIDATION AND ALTERATION

This Contract shall become effective when the duly authorized representatives of Seller and Buyer sign and seal thereon. Any change, modification in or addition to the terms and conditions of this Contract shall become effective when sign and seal by Seller and Buyer in writing.

### SIGNATURES ON NEXT PAGE

# AGREED AND ACCEPTED THIS 1st DAY OF May, 2014.

Seller:

Oro East Mining, Inc.

Authorize Signature (Chop)

/s/ TIAN QING CHENG

Name: Tian Q. Chen

Date: May 6, 2014

Buyer:

Royal Asset Management

Authorize Signature (Chop)

/s/ Zabir Vadia

Name: Zabir Vadia / Managing Director

Date: May 1, 2014