
U.S. SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

QUARTERLY REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended **March 31, 2013**

TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number **000-53136**

Oro East Mining, Inc.

Delaware

(State or other jurisdiction of incorporation or organization)

26-2012582

(I.R.S. Employer Identification Number)

7817 Oakport Street, Suite 205, Oakland, CA 94621

(Address of Principal Offices)

(510) 638-5000

(Issuer's Telephone Number)

1127 Webster Street, Suite 28, Oakland, CA 94607

(Former name, former address and former fiscal year, if changed since last report)

Check whether the issuer (1) filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act during the past 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer Accelerated Filer Non-Accelerated Filer Smaller Reporting Company
(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

APPLICABLE ONLY TO CORPORATE ISSUERS

State the number of shares outstanding of each of the issuer's classes of common equity, as of the latest practicable date: 28,626,290 shares of common stock, par value \$.0001 per share, outstanding as of May 8, 2013.

ORO EAST MINING, INC.

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q of Oro East Mining, Inc., a Delaware corporation (the “Company”), contains “forward-looking statements,” as defined in the United States Private Securities Litigation Reform Act of 1995. In some cases, you can identify forward-looking statements by terminology such as “may”, “will”, “should”, “could”, “expects”, “plans”, “intends”, “anticipates”, “believes”, “estimates”, “predicts”, “potential” or “continue” or the negative of such terms and other comparable terminology. These forward-looking statements include, without limitation, statements about our market opportunity, our strategies, competition, expected activities and expenditures as we pursue our business plan, and the adequacy of our available cash resources. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. Actual results may differ materially from the predictions discussed in these forward-looking statements. The economic environment within which we operate could materially affect our actual results. Additional factors that could materially affect these forward-looking statements and/or predictions include, among other things: the volatility of minerals prices, the possibility that exploration efforts will not yield economically recoverable quantities of minerals, accidents and other risks associated with mineral exploration and development operations, the risk that the Company will encounter unanticipated geological factors, the Company’s need for and ability to obtain additional financing, the possibility that the Company may not be able to secure permitting and other governmental clearances necessary to carry out the Company’s exploration and development plans, the exercise of the approximately 83.3% control the Company’s voting securities the Company’s Chief Executive Officer, Tian Qing Chen, holds, other factors over which we have little or no control; and other factors discussed in the Company’s filings with the Securities and Exchange Commission (“SEC”).

Our management has included projections and estimates in this Form 10-Q, which are based primarily on management’s experience in the industry, assessments of our results of operations, discussions and negotiations with third parties and a review of information filed by our competitors with the SEC or otherwise publicly available. We caution readers not to place undue reliance on any such forward-looking statements, which speak only as of the date made. We disclaim any obligation subsequently to revise any forward-looking statements to reflect events or circumstances after the date of such statements or to reflect the occurrence of anticipated or unanticipated events.

PART I — FINANCIAL INFORMATION**Item 1. FINANCIAL STATEMENTS****ORO EAST MINING, INC.**
(An Exploration Stage Company)
CONSOLIDATED BALANCE SHEETS
(Unaudited)

	March 31,	December 31,
	2013	2012
ASSETS		
Current assets:		
Cash	\$ 245,373	\$ 374,748
Prepaid expenses	143,162	87,339
Other current assets	493	941
Total current assets	389,028	463,028
Property and equipment, net of depreciation of \$81,806 and \$70,913	217,441	227,412
TOTAL ASSETS	\$ 606,469	\$ 690,440
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Current liabilities:		
Accounts payable	\$ 26,875	\$ 20,830
Due to related party	11,000	11,000
Convertible note payable	-	199,169
Accrued consulting costs	-	552,318
Other accrued liabilities	14,474	28,637
Advances-related party	78,672	127,327
Total current liabilities	131,021	939,281
STOCKHOLDERS' EQUITY (DEFICIT)		
Preferred stock, \$.0001 par value per share, 10,000,000 shares authorized; no shares issued and outstanding	-	-
Common stock, \$.0001 par value per share, 100,000,000 shares authorized; 28,626,290 and 28,198,990 shares issued and outstanding at March 31, 2013 and December 31, 2012, respectively	2,863	2,820
Additional paid-in capital	4,164,700	2,878,769
Accumulated deficit	(3,686,744)	(3,134,229)
Accumulated other comprehensive income (loss)	(5,371)	3,799
TOTAL STOCKHOLDERS' EQUITY (DEFICIT)	475,448	(248,841)
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)	\$ 606,469	\$ 690,440

See accompanying notes to unaudited consolidated financial statements.

ORO EAST MINING, INC.
(An Exploration Stage Company)
CONSOLIDATED STATEMENTS OF EXPENSES AND COMPREHENSIVE LOSS
(Unaudited)

	<u>Three months ended March 31,</u>		<u>February 15,</u>
	<u>2013</u>	<u>2012</u>	<u>2008</u>
			<u>(Inception)</u>
			<u>Through</u>
			<u>March 31,</u>
			<u>2013</u>
Operating expenses:			
General and administrative	\$ 203,805	\$ 190,585	\$ 2,334,972
Exploration costs	348,759	-	1,332,076
Total operating expenses	<u>552,564</u>	<u>190,585</u>	<u>3,667,048</u>
Other income (expense):			
Interest expense	-	(3,016)	(27,860)
Foreign currency gain (loss)	49	4	(20,516)
Gain on disposal of assets	-	-	28,680
Total other income (expense)	<u>49</u>	<u>(3,012)</u>	<u>(19,696)</u>
Net loss	(552,515)	(193,597)	(3,686,744)
Other comprehensive loss,			
Foreign currency translation adjustment	(9,170)	(2,328)	(5,371)
Comprehensive loss	<u>\$ (561,685)</u>	<u>\$ (195,925)</u>	<u>\$ (3,692,115)</u>
Basic earnings (loss) per share - Basic and diluted	<u>\$ (0.02)</u>	<u>\$ (0.01)</u>	
Weighted average number of common shares outstanding	<u>28,346,171</u>	<u>27,916,440</u>	

See accompanying notes to unaudited consolidated financial statements.

ORO EAST MINING, INC.
(An Exploration Stage Company)
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

	<u>Three Months ended March 31,</u>		February 18,
	<u>2013</u>	<u>2012</u>	2008
			(Inception)
			Through
			March 31,
			2013
CASH FLOW FROM OPERATING ACTIVITIES:			
Net loss	\$ (552,515)	\$ (193,597)	\$ (3,686,744)
Adjustments to reconcile net loss to net cash used in operating activities:			
Depreciation	10,893	10,137	89,895
Gain on disposal of assets	-	-	(28,680)
Share-based compensation	4,074	62,361	498,885
Changes in operating assets and liabilities:			
Prepaid expenses	(55,823)	-	(143,162)
Other current assets	448	-	(492)
Accounts payable	6,045	10,900	26,875
Accounts payable – related party	-	-	11,000
Accrued liabilities	(566,482)	11,578	18,915
Net cash used in operating activities	<u>(1,153,360)</u>	<u>(98,621)</u>	<u>(3,213,508)</u>
CASH FLOW USED IN INVESTING ACTIVITIES,			
Purchases of property and equipment	(922)	-	(79,488)
CASH FLOW FROM FINANCING ACTIVITIES:			
Proceeds from issuance of common stock	1,281,900	-	3,661,235
Proceeds from short-term note	-	-	82,000
Repayment of short-term note	-	-	(82,000)
Repayment of convertible note	(199,169)	-	(199,169)
Net proceeds from (repayment of) shareholder advances	(48,654)	63,346	81,674
Net cash provided by financing activities	<u>1,034,077</u>	<u>63,346</u>	<u>3,543,740</u>
Effect of exchange rate on cash	<u>(9,170)</u>	<u>(2,328)</u>	<u>(5,371)</u>
NET INCREASE (DECREASE) IN CASH	<u>(129,375)</u>	<u>(37,603)</u>	<u>245,373</u>
CASH AT BEGINNING OF PERIOD	<u>374,748</u>	<u>83,633</u>	<u>-</u>
CASH AT END OF PERIOD	<u>\$ 245,373</u>	<u>\$ 46,030</u>	<u>\$ 245,373</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:			
Interest paid	\$ 17,874	\$ -	\$ 27,785
NON-CASH INVESTING AND FINANCING ACTIVITIES:			
Note payable forgiven by shareholder	\$ -	\$ -	\$ 7,443
Equipment purchased on short-term note payable	\$ -	\$ -	\$ 199,169
Trade in of truck	\$ -	\$ -	\$ 79,682

See accompanying notes to unaudited consolidated financial statements.

ORO EAST MINING, INC.
(An Exploration Stage Company)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

NOTE 1 ORGANIZATION, BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

(a) Organization and Business

Oro East Mining, Inc. (“we”, “our”, or the “Company”) was incorporated in Delaware on February 15, 2008. The Company is currently in the exploration stage and does not have any customers or revenue.

(b) Emerging Growth Company

We are an “emerging growth company,” as defined in the Jumpstart our Business Startups Act of 2012, and we may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies, including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved.

Under the Jumpstart Our Business Startups Act, “emerging growth companies” can delay adopting new or revised accounting standards until such time as those standards apply to private companies. We have elected not to avail ourselves to this exemption from new or revised accounting standards and, therefore, we will be subject to the same new or revised accounting standards as other public companies that are not “emerging growth companies.”

(c) Basis of Consolidation

The consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. All significant intercompany accounts and transactions have been eliminated.

(d) Basis of Presentation

The accompanying interim consolidated financial statements are unaudited and have been prepared in accordance with accounting principles generally accepted in the United States of America and the rules of the Securities and Exchange Commission. In the opinion of management, all adjustments for a fair statement of the results and operations and financial position for the interim periods presented have been included. All such adjustments are of a normal recurring nature. The March 31, 2013 interim consolidated financial statements presented herein may not be indicative of the results of the Company for the year ending December 31, 2013. These unaudited interim consolidated financial statements should be read in conjunction with the consolidated financial statements and related notes included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2012 filed with the SEC on April 12, 2013.

(e) Share-based Compensation

The Company recognizes the services received in a share-based payment transaction as the services are received. The services received are measured at the fair value of the equity instruments issued.

NOTE 2 GOING CONCERN

The accompanying interim consolidated financial statements have been prepared on a going concern basis, which assumes the Company will realize its assets and discharge its liabilities in the normal course of business. As reflected in the accompanying interim consolidated financial statements, the Company has a negative deficit accumulated during the exploration stage of \$3,686,744 and has working capital of \$258,007 at March 31, 2013. The Company’s ability to continue as a going concern is dependent upon its ability to generate future profitable operations and/or to obtain the necessary financing to meet its obligations and repay its liabilities arising from normal business operations when they come due. Management’s plan includes obtaining additional funds by equity financing and/or related party advances, but there is no assurance of additional funding being available. These conditions raise substantial doubt about the Company’s ability to continue as a going concern. The accompanying interim consolidated financial statements do not include any adjustments that might arise as a result of this uncertainty.

NOTE 3 RELATED PARTY TRANSACTIONS

The shareholder and officer of the Company paid expenses on behalf of the Company during the three months ended March 31, 2013. As of March 31, 2013 and December 31, 2012, the Company owed a shareholder and officer the amount of \$78,672 and \$127,327, respectively. The balances are unsecured, non-interest bearing and due on demand.

NOTE 4 EQUITY

The Company recognized \$4,074 in share-based compensation for consulting services provided during the three months ended March 31, 2013. The shares for these services were issued during 2012 and 2011.

During the three months ended March 31, 2013, the Company issued 427,300 common shares at \$3 per share for \$1,281,900.

Item 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion provides information that the Company's management believes is relevant to an assessment and understanding of our results of operations and financial condition. The discussion should be read along with the Company's consolidated financial statements and related notes included in Part I, Item 1 of this Quarterly Report on Form 10-Q. This section includes a number of forward-looking statements that reflect our current views with respect to future events and financial performance. Forward-looking statements are often identified by words like believe, expect, estimate, anticipate, intend, project and similar expressions, or words which, by their nature, refer to future events. Undue certainty should not be placed on these forward-looking statements. These forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from our predictions.

Business Overview

We are an exploration stage mining company engaged in the search for gold, copper and other precious or industrial mineral deposits and have not yet generated or realized any revenues from our business.

We do not expect any significant changes or hiring of employees since contracts are given to consultants and sub-contractor specialists in specific fields of expertise for the exploration work. We do not expect to purchase or sell any plant or significant equipment. We intend to lease or rent any equipment, such as backhoe, diamond drill, generators and so on, that we will need in order to carry out our exploration activities.

On March 1, 2013, the Company filed a Post-Effective Amendment to the Form S-1 to deregister 4,290,150 shares of the Company's common stock in the offering of 5,000,000 shares of common stock by the Company that remain unsold. The Company issued a total of 709,850 shares for cash of \$2,090,550.

Our plan of operation for 2013 is:

1. Obtain the mining permit from the Department of Environment and Natural Resources of the Philippines which includes Environmental Compliance Certificate, Environmental Protection and Enhancement Program, and Final Mine Rehabilitation and/or Decommissioning Plan.
2. Raise additional capital fund required for a larger scale exploration activities and production.
3. Outsource a refinery facility utilizing green technology if we are successful in being able to secure the capital funding required to complete the exploration phase.

Results of Operations

The following is a summary of the Company's operation results for the three months ended March 31, 2013 and 2012:

	<u>2013</u>	<u>2012</u>
	<u>(Unaudited)</u>	
Total operating expenses	\$ (552,564)	\$ (190,585)
Total other income (expense)	49	(3,012)
Net loss	<u>\$ (552,515)</u>	<u>\$ (193,597)</u>

The Company is still in the exploration stage, and no revenue has been generated since the inception of the Company on February 15, 2008.

Operating expenses increased by about \$362,000 for the three months ended March 31, 2013 and 2012 was due to the increase of about \$350,000 in exploration costs for the respective periods. There were no exploration activities due to heavy flooding in the Philippines during the first quarter of 2012. Beginning in the last quarter of 2012, we started smaller scale exploration activities. General and administrative expenses did not change much between the two quarters ended March 31, 2013 and 2012.

Liquidity and Capital Resources

As of March 31, 2013 and December 31, 2012, the Company had a total of \$606,469 and 690,440 in assets including \$245,373 and \$374,748 of cash, respectively. Decrease of about \$84,000 in total assets was due to the \$129,000 decrease in cash and the \$56,000 and \$11,000 increase in prepaid expenses and accumulated depreciation for the first three months of 2012. The Company also had \$131,020 and \$939,281 current liabilities as of March 31, 2013 and December 31, 2012, respectively. Decrease of about \$808,000 in total current liabilities was due to the decrease of \$560,000, \$199,000, and \$49,000 in accounts payable and accrued liabilities, convertible note, and related party advance, respectively.

The following is a summary of the Company's cash flows provided by (used in) operating, investing, and financing activities for the three months ended March 31, 2013 and 2012:

	<u>2013</u>	<u>2012</u>
	<u>(Unaudited)</u>	
Net Cash Used In Operating Activities	\$ (1,153,360)	\$ (98,621)
Net Cash Used In Investing Activities	(922)	-
Net Cash Provided By Financing Activities	1,034,077	63,346
Effect Of Exchange Rate On Cash	(9,170)	(2,328)
Net Decrease In Cash	<u>\$ (129,375)</u>	<u>\$ (37,603)</u>

Our principal sources of liquidity are our cash and the cash flow provided by the shareholder advances and equity financing. We believe that further equity financing is needed to satisfy our anticipated cash requirements through the next 12 months.

Total cash decreased by about \$129,000 was mainly due to about \$1,153,000, \$199,000, and \$49,000 of cash used for funding the operations, repayment of a convertible note, and repayment of shareholder/officer advances, respectively, despite about \$1,282,000 of cash provided by stock issuances during the three months ended March 31, 2013.

Critical Accounting Policies

There have been no material changes in the critical accounting policies since December 31, 2012.

Off-Balance Sheet Arrangements

The Company does not have any off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on the Company's financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to investors.

Item 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

As a "smaller reporting company" as defined by Item 10 of Regulation S-K, the Company is not required to provide information required by this Item.

Item 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of our disclosure controls and procedures, as such term is defined under Rule 13a-15(e) and Rule 15d-15(e) promulgated under the Securities Exchange Act of 1934, as amended (Exchange Act), as of March 31, 2013. Disclosure controls and procedures means that the material information required to be included in our Securities and Exchange Commission reports is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms relating to our company, including any consolidating subsidiaries, and was made known to us by others within those entities, particularly during the period when this report was being prepared. Based on this evaluation, our principal executive officer and principal financial officer have concluded that our disclosure controls and procedures are effective as of March 31, 2013.

Changes in Internal Control over Financial Reporting

There were no changes in our internal controls over financial reporting that occurred during the quarter ended March 31, 2013, that have materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II — OTHER INFORMATION

Item 1. LEGAL PROCEEDINGS

The Company is not currently subject to any legal proceedings. From time to time, the Company may become subject to litigation or proceedings in connection with its business, as either a plaintiff or defendant. There are no such pending legal proceedings to which the Company is a party that, in the opinion of management, is likely to have a material adverse effect on the Company's business, financial condition or results of operations.

Item 1A. RISK FACTORS

As a "smaller reporting company" (as defined in Rule 12b-2 of the Exchange Act), the Company is not required to provide information required by this Item 1A.

Item 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

Item 3. DEFAULTS UPON SENIOR SECURITIES

None.

Item 4. MINE SAFETY DISCLOSURES

None.

Item 5. OTHER INFORMATION

Resignation of Officers

On May 1, 2013 Romy Yulo resigned as Chief Operating Officer of the Company.

On May 1, 2013 Tian Q. Chen resigned as Chief Financial Officer of the Company. Mr. Chen remains with the Company in his positions of Chief Executive Officer and Chairman of the Board of Directors.

Appointment of Chief Financial Officer

On May 1, 2013 Rex Yuen was appointed as Chief Financial Officer of the Company. Mr. Yuen has been an accounting advisor to the Company since February 2012.

Mr. Yuen brings a decade-long pedigree of service as Chief Financial Officer and controller of other companies located throughout the United States and Asia. He has practiced public accounting both domestically and internationally, with over 10 years of experience. Mr. Yuen has broad experience in the implementation of cost management initiatives, capitalizing on new growth opportunities, acquisition integration, strategic planning, resource allocation, and cost accounting in U.S., China, and Hong Kong corporations. He brings to Oro East his knowledge of Sarbanes-Oxley implementation and controls, tax compliance, and corporate organizational development.

From March 2012 until February 2013, Mr. Yuen was Chief Financial Officer of Glacier Diamond, Inc. From March 2001 until March 2006, and from December 2007 until February 2012, Mr. Yuen was an Audit Manager with Mah & Associates, LLP. From December 2006 until November 2007, Mr. Yuen was an Audit Manager with Stonefield Josephson, Inc. (which later merged with Marcum LLP). From December 1994 to January 1998, Mr. Yuen was Chief Financial Officer of Full Dollar Investment & Development Inc.

From September 1999 to March 2001, Mr. Yuen attended University of California at Los Angeles where he obtained a Bachelor of Arts degree in Business Economics, with honors, and a minor in accounting. From January 1998 until June 1999, Mr. Yuen attended De Anza College, and from September 1982 until June 1985, Mr. Yuen attended Hong Kong Polytechnic University, where he obtained a Higher Diploma in Marine Electronics.

Mr. Yuen is a member of the AICPA; he is a Certified Public Accountant and Chartered Global Management Accountant.

The Company and Mr. Yuen entered into an Employment Agreement dated May 1, 2013, pursuant to which the Company will pay Mr. Yuen an annual base salary of \$85,000 for Mr. Yuen to serve as the Company's Chief Financial Officer. There is no term to the Employment Agreement and Mr. Yuen is an at-will employee of the Company. The Employment Agreement also provides for Mr. Yuen to participate in our employee benefit programs and provides for other customary benefits. In addition, Mr. Yuen will receive 60,000 shares of common stock of the Company, which vest over the course of five years, according to the following schedule, provided that he is still an employee at the time any vesting date: (i) 10% of the shares vest on May 1, 2014, (ii) 25% shares vest on May 1, 2015, (iii) 45% shares vest on May 1, 2016, (iv) 70% shares vest on May 1, 2017 and (v) 100% shares vest on May 2018.

Adoption of 2013 Stock Incentive Plan

On May 8, 2013, the Board of Directors of the Company approved and adopted the terms and provisions of a 2013 Stock Incentive Plan for the Company. An aggregate of 5,000,000 shares of the Company's common stock are initially reserved for issuance upon exercise of nonqualified and/or incentive stock options and other securities which may be granted under the 2013 Stock Incentive Plan. No securities have yet been issued under the 2013 Stock Incentive Plan.

Item 6. EXHIBITS

(a) Exhibits required by Item 601 of Regulation SK.

Exhibit	Description
3.1.1	Certificate of Incorporation (1)
3.1.2	Certificate of Amendment to Certificate of Incorporation (2)
3.2	Bylaws (1)
4.1	2013 Stock Incentive Plan *
10.1	Employment Agreement with the Chief Financial Officer *
31.1	Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. *
31.2	Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. *
32.1	Certification of the Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. *
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101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document *
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document *
101.LAB	XBRL Taxonomy Extension Labels Linkbase Document *
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document *

(1) Filed and incorporated by reference to the Company's Registration Statement on Form 10-SB (File No. 000-53136), as filed with the Securities and Exchange Commission on March 19, 2008.

(2) Filed and incorporated by reference to the Company's Amendment No. 1 to Registration Statement on Form S-1 (File No. 333-177509), as filed with the Securities and Exchange Commission on January 30, 2012.

* Filed herewith

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, thereunto duly authorized.

Dated: May 10, 2013

ORO EAST MINING, INC.
(Registrant)

By: /s/ Tian Q. Chen
Name: Tian Q. Chen
Title: Chief Executive Officer
(Principal Executive Officer)

By: /s/ Rex Yuen
Name: Rex Yuen
Title: Chief Financial Officer
(Principal Accounting and Financial Officer)

EXHIBIT INDEX

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**ORO EAST MINING, INC.
2013 STOCK INCENTIVE PLAN**

I. PURPOSE

The purpose of this **ORO EAST MINING, INC. 2013 STOCK INCENTIVE PLAN** is to provide a means through which **Oro East Mining, Inc.**, a Delaware corporation, and its Affiliates may attract highly-qualified persons to serve as Employees, Directors and Consultants of the Company and its Affiliates and to provide a means whereby those individuals, whose present and potential contributions to the Company and its Affiliates are of importance, can acquire and maintain stock ownership, thereby strengthening their concern for the welfare of the Company and its Affiliates. A further purpose of the Plan is to provide such individuals with additional incentive and reward opportunities designed to enhance the profitable growth of the Company and its Affiliates. Accordingly, the Plan provides for the grant of Options, Restricted Stock, Restricted Stock Units, Stock Appreciation Rights, Performance Awards, Other Stock-Based Awards and Dividend Equivalents, or any combination of the foregoing, as is best suited to the circumstances of the particular Employee, Consultant or Director as determined by the Committee in its sole discretion.

II. DEFINITIONS

The following definitions shall be applicable throughout the Plan unless specifically modified by any paragraph:

(a) **“Affiliate”** means any corporation, partnership, limited liability company or partnership, association, trust or other organization which, directly or indirectly, controls, is controlled by, or is under common control with, the Company. For purposes of the preceding sentence, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any entity or organization, shall mean the possession, directly or indirectly, of the power (i) to vote more than fifty percent (50%) of the securities having ordinary voting power for the election of directors of the controlled entity or organization, or (ii) to direct or cause the direction of the management and policies of the controlled entity or organization, whether through the ownership of voting securities or by contract or otherwise.

(b) **“Award”** means, individually or collectively, any Options, Restricted Stock, Restricted Stock Units, Stock Appreciation Rights, Performance Awards, Other Stock-Based Awards or Dividend Equivalents granted under the terms of the Plan.

(c) **“Award Notice”** means a written notice setting forth the terms of an Award.

(d) **“Board”** means the Board of Directors of the Company.

(e) **“Cause,”** with respect to a Participant, means “Cause” as defined in any applicable employment or other service agreement between the Participant and the Company or an Affiliate or, if such an agreement does not exist or does not contain a definition of “Cause,” “Cause” means (i) the commission by the Participant of an act of fraud, embezzlement or willful breach of a fiduciary duty to the Company or an Affiliate (including the unauthorized disclosure of confidential or proprietary material information of the Company or an Affiliate), (ii) a conviction of the Participant (or a plea of nolo contendere in lieu thereof) for a felony or a crime involving fraud, dishonesty or moral turpitude, (iii) willful failure of the Participant to follow the written directions of the chief executive officer of the Company or the Board, in the case of executive officers of the Company; (iv) willful misconduct as an Employee, Director or Consultant, as applicable, of the Company or an Affiliate; (v) willful failure of the Participant to render services to the Company or an Affiliate in accordance with his employment or other service arrangement, which failure amounts to a material neglect of his or her duties to the Company or an Affiliate or (vi) substantial dependence, as determined by the Committee, in its sole discretion, on any drug, immediate precursor or other substance listed on Schedule IV of the Federal Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended. With respect to any Participant residing outside of the United States, the Committee may revise the definition of “Cause” as appropriate to conform to the laws of the applicable non-U.S. jurisdiction.

(f) **“Code”** means the U.S. Internal Revenue Code of 1986, as amended. References in the Plan to any section of the Code shall be deemed to include any amendments or successor provisions to such section and any regulations under such section.

(g) **“Committee”** means the Committee defined in Paragraph IV(a) of the Plan.

(h) **“Common Stock”** means the common stock, par value \$0.0001 per share, of the Company, or any security into which such common stock may be changed by reason of any transaction or event of the type described in Paragraph XIII.

(i) **“Company”** means Oro East Mining, Inc., a Delaware corporation, or any successors thereto.

(j) **“Consultant”** means any consultant or adviser engaged to provide services to the Company or any Affiliate that qualifies as a consultant under the applicable rules of the Securities and Exchange Commission for registration of shares on a Form S-8 Registration Statement. If an entity ceases to be an Affiliate of the Company, a Participant then providing consulting services to such entity shall be deemed to have terminated his or her consultancy with the Company and its Affiliates and shall cease to be a Consultant under the Plan. For purposes of any Award granted to a person residing outside of the United States, the Committee may revise the definition of “Consultant” as appropriate to conform to the laws of the applicable non-U.S. jurisdiction.

(k) **“Corporate Change”** means:

(i) The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a **“Person”**) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of forty percent (40%) or more of either (A) the then outstanding shares of common stock of the Company (the **“Outstanding Company Common Stock”**) or (B) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the **“Outstanding Company Voting Securities”**); *provided, however*, that for purposes of this subsection (i), any acquisition by any Person pursuant to a transaction which complies with clause (A) of subsection (iii) of this definition shall not constitute a Corporate Change; or

(ii) Individuals, who, as of the date hereof, constitute the Board (the **“Incumbent Board”**) cease for any reason to constitute at least a majority of the Board; *provided, however*, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company’s stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered for purposes of this definition as though such individual was a member of the Incumbent Board, but excluding, for these purposes, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(iii) The consummation of a reorganization, merger or consolidation involving the Company or any of its subsidiaries, or the sale, lease or other disposition of all or substantially all of the assets of the Company and its subsidiaries, taken as a whole (other than to an entity wholly owned, directly or indirectly, by the Company) (each, a **“Corporate Transaction”**), in each case, unless, following such Corporate Transaction, (A) all or substantially all of the individuals and entities who were the beneficial owners of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Corporate Transaction beneficially own, directly or indirectly, more than sixty percent (60%) of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the Resulting Corporation in substantially the same proportions as their ownership, immediately prior to such Corporate Transaction, of the Outstanding Company Common Stock and the Outstanding Company Voting Securities, as the case may be, and (B) at least a majority of the members of the board of directors of the Resulting Corporation were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Corporate Transaction. The term **“Resulting Corporation”** means (1) the Company or its successor, or (2) if as a result of a Corporate Transaction the Company or its successor becomes a subsidiary of another entity, then such entity or the parent of such entity, as applicable, or (3) in the event of a Corporate Transaction involving the sale, lease or other disposition of all or substantially all of the assets of the Company and its subsidiaries, taken as a whole, then the transferee of such assets in such Corporate Transaction.

Notwithstanding the foregoing, if a Corporate Transaction constitutes a payment event with respect to any portion of an Award that provides for the deferral of compensation and is subject to Section 409A of the Code, the transaction or event described in subsection (i), (ii) or (iii) above with respect to such Award (or portion thereof) must also constitute a “change in control event,” as defined in Treasury Regulation Section 1.409A-3(i)(5) to the extent required by Section 409A of the Code.

(l) **“Director”** means an individual elected to the Board by the stockholders of the Company or by the Board under applicable corporate law and who is serving on the Board on the Effective Date of the Plan, or is subsequently elected or appointed to the Board, and is not an Employee.

(m) **“Disability”** means any physical or mental condition for which the Participant would be eligible to receive long-term disability benefits under the Company’s long-term disability plan. With respect to any Participant residing outside of the United States, the Committee may revise the definition of “Disability” as appropriate to conform to the laws of the applicable non-U.S. jurisdiction.

(n) **“Dividend Equivalent”** means a right to receive the equivalent value (in cash or in shares of Common Stock) of dividends paid on shares of Common Stock, awarded under Paragraph XII(b) of the Plan.

(o) **“Employee”** means any person who is an employee of the Company or any Affiliate. If an entity ceases to be an Affiliate of the Company, a Participant employed by such entity shall be deemed to have terminated his employment with the Company and its Affiliates and shall cease to be an Employee under the Plan. For any and all purposes under the Plan, the term “Employee” shall exclude an individual hired as an independent contractor, leased employee, Consultant, or a person designated by the Committee, the Company or an Affiliate at the time of hire as not eligible to participate in or receive benefits under the Plan, even if such ineligible individual is subsequently determined to be an employee by any governmental or judicial authority. For purposes of any Award granted to a person residing outside of the United States, the Committee may revise the definition of “Employee” as appropriate to conform to the laws of the applicable non-U.S. jurisdiction.

(p) **“Equity Restructuring”** means a nonreciprocal transaction between the Company and its stockholders, such as a stock dividend, stock split, spin-off, rights offering or recapitalization through a large, nonrecurring cash dividend, that affects the number or kind of shares of Common Stock (or other securities of the Company) or the share price of Common Stock (or other securities) and causes a change in the per-share value of the Common Stock underlying outstanding Awards.

(q) **“Exchange Act”** means the U.S. Securities Exchange Act of 1934, as amended.

(r) **“Fair Market Value”** of a share of Common Stock means, as of any specified date: (i) if the Common Stock is listed on a national securities exchange or quoted on the Over-the-Counter Bulletin Board (“**OTCBB**”), the closing sales price of a share of Common Stock on that date, or if no prices are reported on that date, on the last preceding day on which the Common Stock was traded, as reported by such exchange or OTCBB, as the case may be; and (ii) if the Common Stock is not listed on a national securities exchange or quoted on OTCBB, but is traded in the over-the-counter market, the average of the bid and asked prices for a share of Common Stock on the most recent date on which the Common Stock was publicly traded. In the event the Common Stock is not publicly traded at the time a determination of its value is required to be made hereunder, the determination of its Fair Market Value shall be made by the Committee in good faith in such manner as it deems appropriate.

(s) **“Full Value Award”** means any Award that is settled in shares of Common Stock other than: (i) an Option, (ii) a Stock Appreciation Right or (iii) any other Award for which the Participant pays the intrinsic value existing as of the date of grant (whether directly or by forgoing a right to receive a payment from the Company or any Affiliate).

(t) **“Incentive Stock Option”** means an Option granted under Paragraph VII of the Plan that is intended to qualify as an incentive stock option and conforms to the requirements of Section 422 of the Code.

(u) **“Non-Qualified Option”** means an Option granted under Paragraph VII of the Plan that is not an Incentive Stock Option.

(v) **“Option”** means an option to purchase shares of Common Stock granted under Paragraph VII of the Plan that may be either an Incentive Stock Option or a Non-Qualified Option.

(w) **“Other Stock-Based Award”** means a payment in the form of shares of Common Stock, an Award that is valued in whole or in part by reference to, or otherwise based on, shares of Common Stock, or another right to purchase shares of Common Stock, as part of a bonus, deferred compensation or other arrangement, awarded under Paragraph XII(a) of the Plan.

(x) **“Participant”** means an Employee, Consultant or Director who has been granted an Award under the Plan.

(y) **“Performance Award”** means an opportunity for a Participant to earn compensation if certain Performance Measures or other criteria are met, as described in Paragraph XI of the Plan.

(z) **“Performance Measure”** means any performance objective established by the Committee in its sole discretion relating to any one or more of the following criteria:

- (1) the price of a share of Common Stock;
- (2) the Company’s earnings per share;
- (3) the Company’s market share;
- (4) the market share of a business unit of the Company designated by the Committee;
- (5) the Company’s sales;
- (6) the sales of a business unit of the Company designated by the Committee;
- (7) the net income (before or after taxes) of the Company or any business unit of the Company designated by the Committee;
- (8) the cash flow return on investment, cash value added, and/or working cash flow of the Company or any business unit of the Company designated by the Committee;
- (9) the earnings before or excluding interest, taxes, depreciation, amortization or any other items designated by the Committee;
- (10) the economic value added;
- (11) the return on stockholders’ equity achieved by the Company;
- (12) the return on capital (including return on total capital or return on invested capital) of the Company or any business unit of the Company designated by the Committee;
- (13) the total stockholders’ return achieved by the Company;
- (14) the working capital of the Company or any business unit of the Company designated by the Committee;
- (15) selling, general and administrative expense of the Company or any business unit of the Company designated by the Committee;
- (16) gross margin and/or gross margin percent of the Company or any business unit of the Company designated by the Committee;
- (17) operating margin and/or operating margin percent of the Company or any business unit of the Company that is designated by the Committee,

- (18) revenue;
- (19) revenue or product revenue growth;
- (20) pre-tax or after-tax income or loss (before or after allocation of corporate overhead and bonus) of us or any business unit of the Company that is designated by the Committee;
- (21) net earnings or loss of the Company or any business unit of the Company that is designated by the Committee;
- (22) return on assets or net assets;
- (23) attainment of strategic and operational initiatives;
- (24) gross profits;
- (25) comparisons with various stock market indices;
- (26) reductions in cost;
- (27) improvement in or attainment of expense levels or working capital levels;
- (28) year-end cash;
- (29) debt reduction;
- (30) implementation or completion of projects and processes;
- (31) customer satisfaction;
- (32) budget management;
- (33) debt covenant leverage ratios; or
- (34) financing.

A performance target based on any one or more Performance Measures may be absolute or relative to (i) one or more other companies, (ii) one or more indexes or (iii) to one or more prior year's performance. Further, a performance target based on any one or more Performance Measures may be subject to objectively determinable adjustments, including one or more of the following items or events: (i) items related to changes in accounting standards (including changes required by the Financial Accounting Standards Board); (ii) items relating to financing activities; (iii) expenses for restructuring or productivity initiatives; (iv) other non-operating items; (v) items related to acquisitions; (vi) items attributable to the business operations of any entity acquired by the Company during the performance period; (vii) items related to the disposal of a business or segment of a business; (viii) items related to discontinued operations that do not qualify as a segment of a business under applicable accounting standards; (ix) items attributable to any stock dividend, stock split, combination or exchange of stock occurring during the performance period; (x) any other items of significant income or expense which are determined to be appropriate adjustments; (xi) items relating to unusual or extraordinary corporate transactions, events or developments, (xii) items related to amortization of acquired intangible assets; (xiii) items that are outside the scope of the Company's core, on-going business activities; (xiv) items related to acquired in-process research and development; (xv) items relating to changes in tax laws; (xvi) items relating to major licensing or partnership arrangements; (xvii) items relating to asset impairment charges; (xviii) items relating to gains or losses for litigation, arbitration and contractual settlements; or (xix) items relating to any other unusual or nonrecurring events or changes in applicable law, accounting principles or business conditions.

- (aa) **"Plan"** means this Oro East Mining, Inc. 2013 Stock Incentive Plan, as may be amended or restated from time to time.
- (bb) **"Prior Plans"** means any employee benefit plan of Oro East Mining, Inc. adopted prior to May 3, 2013.
- (cc) **"Restricted Stock"** means Common Stock subject to certain restrictions, as described in Paragraph VIII of the Plan.
- (dd) **"Restricted Stock Unit"** means a promise to deliver a share of Common Stock, or the Fair Market Value of such share in cash, in the future if certain criteria are met, as described in Paragraph IX of the Plan.
- (ee) **"Retirement"** means a Termination of Service, other than due to Cause or death, on or after the Participant attains (i) age sixty-five (65) or (ii) age fifty-five (55) and with the written consent of the Committee. Notwithstanding the foregoing, with respect to a Participant residing outside of the United States, the Committee may revise the definition of "Retirement" as appropriate to conform to the laws of the applicable non-U.S. jurisdiction.

(ff) **“Stock Appreciation Right”** means a right entitling the Participant to the difference between the Fair Market Value of a share of Common Stock on the date of exercise and the Fair Market Value of a share of Common Stock on the date of grant, as described in Paragraph X of the Plan.

(gg) **“Termination of Service”** means a Participant’s termination of employment, if an Employee, a termination of consultancy, if a Consultant, or a termination of service, if a Director, as the case may be. A Participant who is both an Employee or Consultant and a Director shall not incur a Termination of Service until the Participant terminates both positions.

III. EFFECTIVE DATE AND DURATION OF THE PLAN

The Plan shall become effective upon the date of its approval by the Company’s board of directors (the **“Effective Date”**). The Plan shall be submitted for the approval of the Company’s stockholders within twelve (12) months after the date of the Board’s initial adoption of the Plan. Awards may not be granted or awarded under the Plan prior to such stockholder approval. No Awards may be granted under the Plan after the completion of ten (10) years from the Effective Date of the Plan. The Plan shall remain in effect until all Awards granted under the Plan have been exercised or expired or vested or forfeited.

No further awards shall be made under the Prior Plans after the Effective Date of this Plan. The Company may continue to grant awards under the Prior Plans until the Effective Date occurs, and the Prior Plans and related award notices shall continue to govern the awards granted under the Prior Plans.

IV. ADMINISTRATION

(a) **Composition of Committee.** The Plan shall be administered by the Compensation Committee of the Board or such other committee, if any, that may be designated by the Board to administer the Plan (the **“Committee”**); *provided, however*, that any and all members of the Committee shall satisfy any independence requirements prescribed by any stock exchange on which the Company lists its Common Stock; *provided, further*, that Awards may be granted to individuals who are subject to Section 16(b) of the Exchange Act only if the Committee is comprised solely of two (2) or more “Non-Employee Directors” as defined in Securities and Exchange Commission Rule 16b-3 (as amended from time to time, and any successor rule, regulation or statute fulfilling the same or similar function); *provided, further*, that any Award which the Committee intends to qualify as “performance-based compensation” exception under Section 162(m) of the Code shall be granted only if the Committee is comprised solely of two (2) or more “outside directors” within the meaning of Section 162(m) of the Code and regulations pursuant thereto.

(b) **Powers.** Subject to Paragraph IV(d), and the other express provisions of the Plan, the Committee shall have authority, in its discretion, to determine which Employees, Consultants or Directors shall receive an Award, the time or times when such Award shall be made, the terms and conditions of an Award (including, but not limited to, the exercise price, any applicable Performance Measures or performance targets established with respect to any Performance Measures, the vesting schedule, any restrictions on the Award, and accelerations or waivers of any vesting or other restrictions on the Award), the type of Award that shall be made, the number of shares subject to an Award and the value of an Award. In making such determinations, the Committee shall take into account the nature of the services rendered by the respective Employees, Consultants or Directors, their present and potential contribution to the Company’s success and such other factors as the Committee, in its sole discretion, shall deem relevant. Notwithstanding anything herein to the contrary, the Committee shall have the authority to accelerate wholly or partially the vesting or lapse of restrictions of any Award or portion thereof at any time after the grant of the Award, subject to (i) such terms and conditions as it selects, (ii) the limitations on the acceleration of Awards which the Committee intends to qualify as performance-based compensation under Section 162(m) of the Code herein and (iii) Paragraph XIII below.

(c) **Additional Powers.** The Committee shall have such additional powers as are delegated to it by the other provisions of the Plan. Subject to the express provisions of the Plan, this shall include the power to construe the Plan and the Award Notices hereunder, to prescribe, interpret, revise and rescind rules and regulations relating to the Plan, and to determine the terms, restrictions and provisions of the notice relating to each Award, including such terms, restrictions and provisions as shall be required in the judgment of the Committee to cause designated Options to qualify as Incentive Stock Options, and to make all other determinations necessary or advisable for administering the Plan. The Committee may correct any defect or supply any omission or reconcile any inconsistency in the Plan or in any notice relating to an Award in the manner and to the extent it shall deem expedient to carry it into effect. Any determination or decision made by the Committee or its delegate (pursuant to Paragraph IV(d)) under the terms of the Plan shall be made in the sole discretion of the Committee or such delegate and shall be final and binding on all persons, including the Company and Participants, but subject to ratification by the Board if the Board so provides.

(d) **Delegation of Powers.** Subject to Paragraph IV(a) above, the Committee may delegate to the Board or to one or more other committees of the Board comprised of one or more independent Directors the authority to grant Awards to Employees who are not subject to Section 16(b) of the Exchange Act. Further, the Committee may delegate to the Governance Committee of the Board the authority to make non-discretionary (routine) Awards to Directors, including to determine which Director shall receive an Award, the time or times when such an Award shall be made, the terms and conditions of such an Award, the type of Award that shall be made to a Director, the number of shares subject to such an Award, and the value of such an Award; *provided, however*, that the Committee may not delegate its authority to grant discretionary (non-routine) Awards to Directors. The Committee may delegate to the Chief Executive Officer or one or more other senior officers of the Company its administrative functions under this Plan with respect to the Awards. Any delegation described in this paragraph shall contain such limitations and restrictions as the Committee may provide and shall comply in all respects with the requirements of applicable law, including the Delaware General Corporation Law. The Committee may engage or authorize the engagement of a third party administrator or administrators to carry out administrative functions under the Plan.

No member of the Committee or officer of the Company or an Affiliate to whom the Committee has delegated authority in accordance with the provisions of Paragraph IV of this Plan shall be liable for anything done or omitted to be done by him or her, by any member of the Committee or by any officer of the Company or Affiliate in connection with the performance of any duties under this Plan, except for his or her own willful misconduct or as expressly provided by statute.

(e) **Awards Outside of the United States.** With respect to any Participant or eligible Employee or Consultant who is resident outside of the United States, the Committee may, in its sole discretion, amend or vary the terms of the Plan in order to conform such terms with the requirements of local law, to meet the goals and objectives of the Plan, and may, in its sole discretion, establish administrative rules and procedures to facilitate the operation of the Plan in such non-U.S. jurisdictions. The Committee may, where it deems appropriate in its sole discretion, establish one or more sub-plans of the Plan for these purposes.

V. SHARES SUBJECT TO THE PLAN; AWARD LIMITATIONS

(a) **Shares Subject to the Plan.** Subject to adjustment as provided in Paragraph XIII, the aggregate number of shares of Common Stock that may be issued under the Plan shall not exceed 5,000,000; provided, however, that such limitation may be increased subject to approval by the Company's stockholders. The issuance of Common Stock under the Plan shall be counted against the overall number of shares available for delivery under a fungible reserve approach. Any shares of Common Stock issued or reserved for issuance pursuant to Options or Stock Appreciation Rights shall be counted against the aggregate share limitation of the Plan as one (1) share for every share subject thereto. Each share of Common Stock issued pursuant to a Full Value Award shall be counted against the aggregate share limitation of the Plan as 1.75 shares for every share subject thereto. However, (a) if any shares of Common Stock subject to an Award that is not a Full Value Award are cancelled, expired, forfeited, settled in cash, or otherwise terminated, such shares shall, to the extent of such forfeiture, expiration, cancellation or cash settlement, again be available for future grants under the Plan, and (b) if any shares of Common Stock subject to a Full Value Award are cancelled, expired, forfeited, settled in cash, or otherwise terminated, the shares available under the Plan shall be increased by 1.75 shares of Common Stock for each share that is forfeited, expired, cancelled or settled in cash. Shares of Common Stock that are otherwise issuable to the Participant pursuant to an Award that are withheld to satisfy tax withholding obligations or to pay the exercise price of an Option shall be counted against the aggregate limitation of the Plan as provided herein and shall not become available for future grant under the Plan.

(b) Share and Value Limitation on Awards.

(i) The maximum number of shares of Common Stock that may be issued pursuant to Incentive Stock Options may not exceed 5,000,000 shares.

(ii) The maximum Fair Market Value, as determined on the date of grant, of Awards granted for services as a Director during any twelve (12)-month period shall not exceed \$500,000.

(iii) The maximum number of shares of Common Stock that may be issuable under Awards granted to any one individual during any twelve (12)-month period shall not exceed 500,000 shares of Common Stock (subject to adjustment in the manner as provided in Paragraph XIII).

(iv) The maximum amount of cash compensation that may be paid under Awards which the Committee intends to qualify as “performance-based compensation” under Section 162(m) of the Code granted to any one individual during any twelve (12)-month period may not exceed \$5,000,000.

The limitations set forth in clauses (iii) and (iv) above are intended to permit certain Awards under the Plan to constitute “performance-based” compensation for purposes of Section 162(m) of the Code.

(c) Stock Offered. Subject to the limitations set forth in Paragraph V(a), the stock to be offered pursuant to the grant of an Award may be authorized but unissued Common Stock or Common Stock previously issued and outstanding and reacquired by the Company. Any of such shares which remain unissued and which are not subject to outstanding Awards at the termination of the Plan shall cease to be subject to the Plan but, until termination of the Plan, the Company shall at all times make available a sufficient number of shares to meet the requirements of the Plan.

VI. ELIGIBILITY AND GRANT OF AWARDS

(a) Eligibility. Subject to the delegation of power in Paragraph IV(d), the Committee, in its sole discretion, may from time to time grant Awards under the Plan as provided herein to any individual who, at the time of grant, is an Employee, Consultant or a Director. An Award may be granted on more than one occasion to the same person, subject to the limitations set forth in the Plan. The Plan is discretionary in nature, and the grant of Awards by the Committee is voluntary. The Committee’s selection of an eligible Employee, Consultant or Director to receive an Award in any year or at any time shall not require the Committee to select such Employee, Consultant or Director to receive an Award in any other year or at any other time. The Committee shall consider such factors as it deems pertinent in selecting Participants.

(b) Form of Awards Available. Awards may include Options, Restricted Stock, Restricted Stock Units, Stock Appreciation Rights, Performance Awards, Other Stock-Based Awards, Dividend Equivalents or any combination thereof. The selection of an Employee, Consultant or Director to receive one type of Award under the Plan does not require the Committee to select such Employee, Consultant or Director to receive any other type of Award under the Plan. The Committee shall consider such factors as it deems pertinent in determining the type and amount of Awards granted.

(c) Award Notice. Each Award shall be evidenced by an Award Notice in such form and containing such provisions not inconsistent with the provisions of the Plan and under such terms as the Committee from time to time shall establish. The terms and provisions of the respective Award Notices need not be identical. Subject to the consent of the Participant and any restrictions pursuant to Section 162(m) of the Code (with respect to Awards the Committee intends to qualify as performance-based compensation under Section 162(m) of the Code), the Committee may, in its sole discretion, amend an outstanding Award Notice from time to time in any manner that is not inconsistent with the provisions of the Plan.

Notwithstanding any other provision of the Plan, and except as otherwise determined by the Committee, any Award which is granted to a Participant and that the Committee intends to qualify as “performance-based compensation” under Section 162(m) of the Code shall be subject to any additional limitations, conditions or terms set forth in Section 162(m) of the Code as may be necessary or required for the Award to qualify as performance-based compensation and comply with the requirements of Section 162(m) of the Code, and the applicable Award Notice shall be deemed amended to the extent necessary to conform thereto.

VII. STOCK OPTIONS

(a) Option Types and Option Period. Options may be in the form of Incentive Stock Options and/or Non-Qualified Options for eligible Employees (as described below), as determined by the Committee, in its sole discretion. Any Options granted to Directors or Consultants shall be Non-Qualified Options. Except as otherwise provided in Subparagraph (c) below or in an Award Notice providing for a shorter term, each Option shall expire seven (7) years from its date of grant (subject to earlier termination as described in Subparagraph (i) below or an applicable Award Notice).

(b) Vesting. Subject to the further provisions of the Plan, Options shall vest and become exercisable in accordance with such vesting schedule as the Committee may establish in its sole discretion, including, without limitation, vesting upon the satisfaction of one or more performance targets based on one or more Performance Measures. A Participant may not exercise an Option except to the extent it has become vested.

(c) Special Limitations on Incentive Stock Options. An Incentive Stock Option may be granted only to an Employee of the Company or any parent or subsidiary corporation (as defined in Section 424 of the Code) at the time the Option is granted. To the extent that the aggregate Fair Market Value (determined at the time the respective Incentive Stock Option is granted) of Common Stock with respect to which Incentive Stock Options are exercisable for the first time by an individual during any calendar year under all incentive stock option plans of the Company and its parent and subsidiary corporations exceeds \$100,000, such Incentive Stock Options shall be treated as Non-Qualified Options. The Committee shall determine, in accordance with applicable provisions of the Code, any applicable treasury regulations and other administrative pronouncements, which of a Participant’s Incentive Stock Options will not constitute Incentive Stock Options because of such limitation and shall notify the Participant of such determination as soon as practicable after such determination is made. No Incentive Stock Option shall be granted to an individual if, at the time the Option is granted, such individual owns stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or of any parent or subsidiary corporation, within the meaning of Section 422(b)(6) of the Code, unless (i) at the time such Option is granted the Option price is at least 110% of the Fair Market Value of the Common Stock subject to the Option and (ii) such Option by its terms is not exercisable after the expiration of five (5) years from the date of grant. An Incentive Stock Option shall not be transferable otherwise than by will or the laws of descent and distribution, and shall be exercisable during the Participant’s lifetime only by such Participant or the Participant’s guardian or legal representative. A Participant shall give the Company prompt written or electronic notice of any disposition of shares of Common Stock acquired by exercise of an Incentive Stock Option which occurs within (a) two (2) years from the date of granting (including the date the Option is modified, extended or renewed for purposes of Section 424(h) of the Code) such Option to such Participant, or (b) one (1) year after the transfer of such shares of Common Stock to such Participant.

(d) Option Price and Payment. The price at which a share of Common Stock may be purchased upon exercise of an Option shall be determined by the Committee but such per share purchase price shall not be less than the Fair Market Value of a share of Common Stock on the date such Option is granted. The Option or portion thereof shall be exercised, and any applicable taxes shall be withheld, in accordance with such procedures as are established or approved by the Committee. Notwithstanding any other provision of the Plan to the contrary, no Participant who is a Director or an “executive officer” of the Company within the meaning of Section 13(k) of the Exchange Act shall be permitted to make payment with respect to any Option granted under the Plan, or continue any extension of credit with respect to such payment, with a loan from the Company or an Affiliate or a loan arranged by the Company or an Affiliate in violation of Section 13(k) of the Exchange Act. The acceptable method of payment by the Participant of the Option price, in whole or in part, shall be provided for in the Award Notice and may include: (i) cash, (ii) a check acceptable to the Company, (iii) the delivery of shares of Common Stock (including shares of Common Stock issuable pursuant to the exercise of the Option or shares of Common Stock that have been held by the Participant for such period of time as may be required by the Committee in its discretion) (plus cash if necessary), in each case, having a Fair Market Value equal to such Option price, (iv) a “cashless broker exercise” of the Option through any other procedures established or approved by the Committee with respect thereto, (v) any other form of legal consideration acceptable to the Committee in its sole discretion, or (vi) any combination of the foregoing.

(e) **Manner of Exercise.** All or a portion of an exercisable Option shall be deemed exercised upon delivery to the Company, the stock administrator of the Company or such other person or entity designated by the Committee (i) full payment of the Option price and applicable withholding taxes with respect to the Option exercise and (ii) the required notice of exercise as set forth in the applicable Award Notice and all documents required pursuant to procedures established by the Committee.

(f) **Restrictions on Repricing of Options.** Except as provided in Paragraph XIII, the Committee may not amend any outstanding Award Notice to lower the exercise price (or cancel and replace any outstanding Option with Options having a lower exercise price).

(g) **Stockholder Rights and Privileges.** The Participant shall be entitled to all the privileges and rights of a stockholder only with respect to such shares of Common Stock as have been purchased upon exercise of the Option and registered in the Participant's name.

(h) **Options in Substitution for Options Granted by Other Employers.** Options may be granted under the Plan from time to time or approved by the Committee or the Board in substitution of options held by individuals providing services to corporations or other entities who become Employees, Consultants or Directors as result of a merger or consolidation or other business transaction with the Company or any Affiliate.

(i) **Committee's Discretion to Accelerate Vesting of Options.** Subject to Sections 162(m) and 409A of the Code and any other applicable law, the Committee may, in its discretion and as of a date determined by the Committee, fully vest any portion or all of a Participant's Options. Any action by the Committee pursuant to this Subparagraph (i) may vary among Participants and may vary among the Options held by any Participant.

(j) **Effect of Termination of Service.** Unless otherwise stated in the Award Notice or in any other written agreement between a Participant and the Company or an Affiliate thereof, upon a Participant's Termination of Service:

(i) vested Options may be exercised only within three (3) months of such Termination of Service unless such Termination of Service results from Cause, in which event all outstanding vested Options held by such Participant shall be automatically forfeited unexercised on such termination; and

(ii) unvested Options shall automatically terminate and be cancelled unexercised on such date, unless such Termination of Service is due to the Participant's death, Disability or Retirement, in which case all unvested Options shall become vested upon such termination and all vested Options held by such Participant may be exercised by the Participant, the Participant's legal representative, heir or devisee, as the case may be, within two (2) years from the date of the Participant's Termination of Service; *provided, however*, that notwithstanding the foregoing, in no event shall the term of an Option extend beyond the seventh (7th) anniversary of its date of grant or, such shorter period, if any, as may be provided in the Award Notice.

VIII. RESTRICTED STOCK

(a) **Restrictions to be Established by the Committee.** Restricted Stock shall be subject to restrictions on disposition by the Participant and an obligation of the Participant to forfeit and surrender the shares to the Company under certain circumstances, and any other restrictions determined by the Committee in its sole discretion on the date of grant, including, without limitation, restrictions relating to:

- (i) the attainment of one or more performance targets based on one or more Performance Measures;
- (ii) the Participant's continued service as an Employee, Consultant or Director for a specified period of time;
- (iii) the occurrence of any event or the satisfaction of any other condition specified by the Committee in its sole discretion; or
- (iv) a combination of any of the foregoing.

Each grant of Restricted Stock may have different restrictions as established in the sole discretion of the Committee.

(b) Other Terms and Conditions. Restricted Stock shall be registered in the name of the Participant. Unless provided otherwise in an Award Notice, the Participant shall have the right to receive dividends with respect to Restricted Stock, to vote Restricted Stock, and to enjoy all other stockholder rights, except that: (i) the Company shall retain custody of the Restricted Stock until the Restrictions have expired; (ii) the Participant may not sell, transfer, pledge, exchange, hypothecate or otherwise dispose of the Restricted Stock until the restrictions have expired; and (iii) a breach of the terms and conditions established by the Committee pursuant to the Restricted Stock Notice shall cause a forfeiture of the Restricted Stock. At the time of grant, the Committee may, in its sole discretion, establish additional terms, conditions or restrictions relating to the Restricted Stock. Such additional terms, conditions or restrictions shall be set forth in an Award Notice delivered in conjunction with the Award.

(c) Payment for Restricted Stock. The Committee shall determine the amount and form of payment required from the Participant in exchange for a grant of Restricted Stock, if any, *provided* that in the absence of such a determination, a Participant shall not be required to make any payment for Restricted Stock, except to the extent otherwise required by law.

(d) Committee's Discretion to Accelerate Vesting of Restricted Stock. The Committee may, in its discretion and as of a date determined by the Committee, fully vest any or all of a Participant's Restricted Stock and, upon such vesting, all restrictions applicable to such Restricted Stock shall terminate as of such date. Any action by the Committee pursuant to this Subparagraph (d) may vary among individual Participants and may vary among the Restricted Stock held by any individual Participant. Notwithstanding the preceding provisions of this paragraph, the Committee may not take any action described in this Subparagraph (d) with respect to Restricted Stock that has been granted to a "covered employee" (within the meaning of Treasury Regulation Section 1.162-27(c)(2)) if the Committee intends such Award to qualify as performance-based compensation under Section 162(m) of the Code; *provided, however*, this prohibition shall not apply to an acceleration pursuant to Paragraph XIII or due to death or Disability of the Participant.

(e) Section 83(b) Election. If a Participant makes an election under Section 83(b) of the Code to be taxed with respect to the Restricted Stock as of the date of transfer of the Restricted Stock rather than as of the date or dates upon which the Participant would otherwise be taxable under Section 83(a) of the Code, the Participant shall be required to deliver a copy of such election to the Company promptly after filing such election with the Internal Revenue Service along with proof of the timely filing thereof with the Internal Revenue Service.

(f) Effect of Termination of Service. Unless otherwise stated in the Award Notice or in any other written agreement between a Participant and the Company or an Affiliate thereof, upon a Participant's Termination of Service, unvested Restricted Stock shall be automatically cancelled and forfeited on such termination unless such Termination of Service is due to the Participant's death or Disability, in which case all restrictions applicable to such Award shall lapse upon the date of such termination with all performance targets based on one or more Performance Measures, if any, applicable to such Award deemed achieved at 100% of target performance.

IX. RESTRICTED STOCK UNITS

(a) Restrictions to be Established by the Committee. Restricted Stock Units shall be subject to a restriction on disposition by the Participant and an obligation of the Participant to forfeit the Restricted Stock Units under certain circumstances, and any other restrictions determined by the Committee in its sole discretion on the date of grant, including, without limitation, restrictions relating to:

- (i) the attainment of one or more performance targets based on one or more Performance Measures;
- (ii) the Participant's continued service as an Employee, Consultant or Director for a specified period of time;
- (iii) the occurrence of any event or the satisfaction of any other condition specified by the Committee in its sole discretion; or
- (iv) a combination of any of the foregoing.

Each Award of Restricted Stock Units may have different restrictions as established in the sole discretion of the Committee.

(b) Other Terms and Conditions. The Participant shall not be entitled to vote the shares of Common Stock underlying the Restricted Stock Units or enjoy any other stockholder rights unless and until the restrictions have lapsed and such shares have been registered in the Participant's name. At the time of grant, the Committee may, in its sole discretion, establish additional terms, conditions or restrictions relating to the Restricted Stock Units. Such additional terms, conditions or restrictions shall be set forth in an Award Notice delivered in conjunction with the Award.

(c) Payment. Upon the lapse of the restrictions described in the Award Notice or at such time(s) as determined by the Committee at the time of grant and specified in the Award Notice (which time(s) shall be no earlier than the date upon which the applicable restrictions lapse and may be determined at the election of the Participant, if permitted by the applicable Award Notice), the Participant shall receive payment equal to the Fair Market Value of the shares of Common Stock underlying the Restricted Stock Units scheduled to be paid on such date, less applicable withholding. Payment shall be in the form of shares of Common Stock, cash, other equity compensation, or a combination thereof, as determined by the Committee. Subject to compliance with Section 409A of the Code, payment with respect to each Restricted Stock Unit shall be made no later than two and a half (2 1/2) months following the end of the calendar year or fiscal year, as applicable, in which the Restricted Stock Unit vests.

(d) Committee's Discretion to Accelerate Vesting of Restricted Stock Units. The Committee may, in its discretion and as of a date determined by the Committee, fully vest any portion or all of a Participant's Restricted Stock Units and, upon such vesting, all restrictions applicable to such Restricted Stock Units shall terminate as of such date. Any action by the Committee pursuant to this Subparagraph (d) may vary among Participants and may vary among the Restricted Stock Units held by any Participant. Notwithstanding the preceding provisions of this paragraph, the Committee may not take any action described in this Subparagraph (d) with respect to Restricted Stock Units that have been granted to a "covered employee" (within the meaning of Treasury Regulation Section 1.162-27(c)(2)) if the Committee intends such Award to qualify as performance-based compensation under Section 162(m) of the Code; *provided, however*, this prohibition shall not apply to an acceleration pursuant to Paragraph XIII.

(e) Effect of Termination of Service. Unless otherwise stated in the Award Notice or in any other written agreement between a Participant and the Company or an Affiliate thereof, upon a Participant's Termination of Service, unvested Restricted Stock Units shall be automatically cancelled and forfeited on such termination unless such Termination of Service is due to the Participant's death or Disability, in which case all unvested Restricted Stock Units shall become vested upon such termination with all performance targets based on one or more Performance Measures, if any, applicable to such Award deemed achieved at 100% of target performance.

X. STOCK APPRECIATION RIGHTS

(a) Restrictions to be Established by the Committee. Stock Appreciation Rights shall be subject to a restriction on disposition by the Participant and an obligation of the Participant to forfeit the Stock Appreciation Rights under certain circumstances, and any other restrictions determined by the Committee in its sole discretion on the date of grant, including, without limitation, restrictions relating to:

- (i) the attainment of one or more performance targets based on one or more Performance Measures;
- (ii) the Participant's continued service as an Employee, Consultant or Director for a specified period of time;
- (iii) the occurrence of any event or the satisfaction of any other condition specified by the Committee in its sole discretion; or
- (iv) a combination of any of the foregoing.

Each Award of Stock Appreciation Rights may have different restrictions as established in the sole discretion of the Committee.

(b) Other Terms and Conditions. At the time of grant, the Committee may, in its sole discretion, establish additional terms, conditions or restrictions relating to the Stock Appreciation Rights. Such additional terms, conditions or restrictions shall be set forth in the Award Notice delivered in conjunction with the Award. Except as otherwise provided in an Award Notice providing for a shorter term, Stock Appreciation Rights shall expire seven (7) years from the date of grant (subject to earlier termination as described in Subparagraph (f) below or an applicable Award Notice).

(c) Exercise Price and Payment. The exercise price of the Stock Appreciation Rights shall not be less than the Fair Market Value of the shares of Common Stock underlying the Stock Appreciation Rights on the date of grant. Upon the lapse of the restrictions described in the Award Notice, the Participant shall be entitled to exercise his or her Stock Appreciation Rights at any time up until the end of the period specified in the Award Notice. The Stock Appreciation Rights, or portion thereof, shall be exercised and any applicable taxes withheld, in accordance with such procedures as are established or approved by the Committee. Upon exercise of the Stock Appreciation Rights, the Participant shall be entitled to receive payment in an amount equal to: (i) the difference between the Fair Market Value of the underlying shares of Common Stock subject to the Stock Appreciation Rights on the date of exercise and the exercise price; times (ii) the number of shares of Common Stock with respect to which the Stock Appreciation Rights are exercised; less (iii) any applicable withholding taxes. Payment shall be made in the form of shares of Common Stock or cash, or a combination thereof, as determined by the Committee. Cash shall be paid in a lump sum payment and shall be based on the Fair Market Value of the underlying Common Stock on the exercise date.

(d) Manner of Exercise. All or a portion of an exercisable Stock Appreciation Right shall be deemed exercised upon delivery to the Company, the stock administrator of the Company, or such other person or entity designated by the Committee (i) full payment of the exercise price and applicable withholding taxes for the Shares with respect to which the Stock Appreciation Right, or portion thereof, is exercised and (ii) the required notice of exercise as set forth in the applicable Award Notice and all documents required pursuant to procedures established by the Committee.

(e) Committee's Discretion to Accelerate Vesting of Stock Appreciation Rights. Subject to Section 162(m) of the Code, the Committee may, in its discretion and as of a date determined by the Committee, fully vest any portion or all of a Participant's Stock Appreciation Rights and, upon such vesting, all restrictions applicable to such Stock Appreciation Rights shall terminate as of such date. Any action by the Committee pursuant to this Subparagraph (e) may vary among Participants and may vary among the Stock Appreciation Rights held by any Participant.

(f) Effect of Termination of Service. Unless otherwise stated in the Award Notice or in any other written agreement between a Participant and the Company or an Affiliate thereof, upon a Participant's Termination of Service, unvested Stock Appreciation Rights shall be automatically cancelled and forfeited on such termination unless such Termination of Service is due to the Participant's death, Disability or Retirement, in which case all unvested Stock Appreciation Rights shall become vested upon such termination with all performance targets based on one or more Performance Measures, if any, applicable to such Award deemed achieved at 100% of target performance.

XI. PERFORMANCE AWARDS

(a) Performance Period. The Committee shall establish, with respect to and at the time of each Performance Award, the maximum value of the Performance Award and the performance period over which the performance applicable to the Performance Award shall be measured.

(b) Performance Measures and Other Criteria. A Performance Award shall be awarded to a Participant contingent upon future performance of the Company or any Affiliate, or a division or department of the Company or any Affiliate, during the performance period. With respect to Performance Awards which the Committee intends to qualify as performance-based compensation under Section 162(m) of the Code, either (i) prior to the beginning of the performance period or (ii) within ninety (90) days after the beginning of the performance period if the outcome of the performance targets is substantially uncertain at the time such targets are established, but not later than the date that twenty-five percent (25%) of the performance period has elapsed, the Committee shall, in writing, (a) select the Performance Measures applicable to the performance period and (b) establish the performance targets and amounts of such Performance Awards, as applicable, which may be earned for such performance period based on the Performance Measures. The vesting of Performance Awards shall be based on such conditions as determined by the Committee in its sole discretion on the date of grant, including, without limitation, vesting conditions relating to:

- (i) the Participant's continued service as an Employee, Consultant or Director for a specified period of time;
- (ii) the attainment of one or more performance targets based on one or more Performance Measures;
- (iii) the occurrence of any event or the satisfaction of any other condition specified by the Committee in its sole discretion; or
- (iv) a combination of any of the foregoing;

provided, however, that notwithstanding the foregoing, the vesting of any Performance Award which the Committee intends to qualify as performance-based compensation under Section 162(m) of the Code shall be based solely on (x) to the extent required by Section 162(m)(4)(C) of the Code, the Participant's continued service as an Employee, Consultant or Director throughout the applicable performance period, and (y) the attainment of one or more performance targets based on one or more Performance Measures. The Committee, in its sole discretion, may also provide for an adjustable Performance Award value based upon the level of achievement of Performance Measures.

(c) Award Criteria. In determining the value of a Performance Award, the Committee shall take into account a Participant's responsibility level, performance, potential, other Awards, total annual compensation and such other considerations as it deems appropriate. The Committee, in its sole discretion, may provide for a reduction in the value of a Participant's Performance Award during the performance period.

(d) Types of Performance Awards. Notwithstanding anything to contrary in this Paragraph XI, the Committee may grant Performance Awards payable based on the attainment of performance targets based on Performance Measures or other criteria, whether or not objective, which are established by the Committee in its sole discretion in each case on a specified date or dates or over any period or periods determined by the Committee; provided, however, that any Performance Awards which the Committee intends to qualify as “performance-based compensation” under Section 162(m) of the Code shall be based upon objectively determinable criteria established in accordance with Subparagraph (b) above and shall be subject to any other requirements of Section 162(m) of the Code (and any regulations or rules promulgated thereunder).

(e) Payment. Following the end of the performance period and subject to the applicable vesting requirements, the holder of a Performance Award shall be entitled to receive payment of an amount not exceeding the maximum value of the Performance Award, based on the achievement of the performance targets based on one or more Performance Measures for such performance period, as determined and certified in writing, prior to such payment, by the Committee. Payment of a Performance Award may be made in cash, Common Stock, Options or other equity compensation, or a combination thereof, as determined by the Committee. If a Performance Award covering shares of Common Stock is to be paid in cash, such payment shall be based on the Fair Market Value of a share of Common Stock on the payment date. Subject to compliance with Section 409A of the Code, payment of the portion of the Award vesting shall be made no later than two and a half (21/2) months following the end of the calendar year or fiscal year, as applicable, in which the Performance Award vests.

(f) Effect of Termination of Service. Unless otherwise stated in the Award Notice or in any other written agreement between a Participant and the Company or an Affiliate thereof, upon a Participant’s Termination of Service, unvested Performance Awards shall be automatically cancelled and forfeited on such termination unless such Termination of Service is due to the Participant’s death or Disability, in which case all unvested Performance Awards shall become vested upon such termination based on the level of performance determined by the Committee as of the date of such termination or, if such performance level has not yet been determined, at 100% of target performance.

XII. OTHER AWARDS

(a) Other Stock-Based Awards. The Committee is authorized to grant Other Stock-Based Awards to any Employee, Consultant or Director. The number or value of shares of Common Stock of any Other Stock-Based Award shall be determined by the Committee and may be based upon one or more performance targets based on one or more Performance Measures or any other specific criteria, including service to the Company or any Affiliate, as determined by the Committee. Shares underlying an Other Stock-Based Award which is subject to a vesting schedule or other conditions or criteria set by the Committee shall not be issued until those conditions have been satisfied. Unless otherwise provided by the Committee, the holder of an Other Stock-Based Award shall have no rights as a Company stockholder with respect to such Other Stock-Based Award until such time as the Other Stock-Based Award has vested and the shares underlying the Other Stock-Based Award have been issued to the holder. Other Stock-Based Awards may, but are not required to, be granted in lieu of base salary, bonus, fees or other cash compensation otherwise payable to such Employee, Consultant or Director.

(b) Dividend Equivalents. Dividend Equivalents may be granted by the Committee based on dividends declared on shares of Common Stock, to be credited as of dividend payment dates with respect to dividends with record dates that occur during the period between the date an Award is granted to a Participant and the date such Award vests, is exercised, is distributed or expires, as determined by the Committee. Such Dividend Equivalents shall be converted to cash or additional shares of Common Stock by such formula and at such time and subject to such restrictions and limitations as may be determined by the Committee. In addition, Dividend Equivalents with respect to an Award with performance-based vesting that are based on dividends paid prior to the vesting of such Award shall only be paid out to the Participant to the extent that the performance-based vesting conditions are subsequently satisfied and the Award vests. Notwithstanding the foregoing, no Dividend Equivalents shall be payable with respect to Options or Stock Appreciation Rights.

XIII. RECAPITALIZATION OR REORGANIZATION

(a) **No Effect on Right or Power.** The existence of the Plan and the Awards granted hereunder shall not affect in any way the right or power of the Board or the stockholders of the Company to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's or any Affiliate's capital structure or its business, any merger or consolidation of the Company or any Affiliate, any issue of debt or equity securities ahead of or affecting Common Stock or the rights thereof, the dissolution or liquidation of the Company or any Affiliate or any sale, lease, exchange or other disposition of all or any part of its assets or business or any other corporate act or proceeding.

(b) **Subdivision or Consolidation of Shares; Stock Dividends.** In the event that the Company effects a subdivision or consolidation of shares of Common Stock or the payment of a dividend on Common Stock which is paid in the form of Company stock without receipt of consideration by the Company, other than an Equity Restructuring, the number of shares of Common Stock with respect to which any outstanding Award may thereafter be exercised or satisfied, shall be adjusted as follows: (i) in the event of an increase in the number of outstanding shares, the number shares of Common Stock subject to the Award shall be proportionately increased, and the purchase price per share shall be proportionately reduced; and (ii) in the event of a reduction in the number of outstanding shares, the number of shares of Common Stock subject to the Award shall be proportionately reduced, and the purchase price per share shall be proportionately increased, other than in the event of a Company-directed share repurchase program. Any fractional share resulting from such adjustment shall be rounded up to the next whole share. Such proportionate adjustments will be made for purposes of making sure that to the extent possible, the fair value of the Awards after the subdivision, consolidation or dividend is equal to the fair value before the change.

(c) **Corporate Changes.** Except as otherwise determined by the Committee, in the event of a Corporate Change, effective upon such Corporate Change (or at such earlier time as the Committee may provide), the Committee, acting in its sole discretion without the consent or approval of any Participant and on such terms and conditions as it may determine, may take any one or more of the following actions with respect to Awards under the Plan whenever it determines that such action is appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or with respect to any Awards under the Plan or to facilitate such Corporate Change, which actions may vary among individual Participants and which may vary among Awards held by any individual Participant:

(i) provide that all outstanding Awards shall immediately become exercisable or payable or fully vested, and all restrictions thereupon shall lapse, with respect to all shares of Common Stock covered thereby, and all Awards, the payout of which is subject to performance targets and/or Performance Measures, shall vest in full and become payable at such levels as the Committee in its sole discretion shall determine notwithstanding anything to the contrary in the Plan or applicable Award Notice;

(ii) provide for either (A) the termination of each outstanding Award in exchange for an amount in cash, if any, equal to the amount that would have been attained upon the exercise of such Award or realization of the Participant's rights (and, for the avoidance of doubt, if as of the date of the occurrence of the Corporate Change, the Committee determines in good faith that no amount would have been attained upon the exercise of such Award or realization of the Participant's rights, then such Award may be terminated by the Company without payment) or (B) the replacement of such Award with other rights or property (including, without limitation, cash) selected by the Committee, in its sole discretion, having an aggregate value equal to the amount that would have been attained upon the exercise of such Award or realization of the Participant's rights had such Award currently been exercisable or payable or fully vested;

(iii) provide that the number and type of shares of Common Stock (or other securities or property) covered by such Awards, and/or the terms and conditions (including the grant or exercise price) of, and the criteria included in, outstanding Awards, shall be equitably and proportionately adjusted as determined by the Committee in its sole discretion; and

(iv) provide that such Awards be assumed by the successor or survivor corporation, or a parent or subsidiary thereof, or shall be substituted for by similar options, rights or awards covering the stock of the successor or survivor corporation, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of shares and prices.

Notwithstanding the foregoing, if an Award Notice provides for more favorable treatment of an Award in connection with a Corporate Change than the treatment that would otherwise apply to such Award under this Subparagraph (c), as determined by the Committee in its sole discretion, then the terms of the Award Notice (and not the terms of this Subparagraph (c)) shall govern the treatment of such Awards in connection with a Corporate Change.

(d) Other Changes in the Common Stock. In the event of changes in the outstanding Common Stock by reason of recapitalization, reorganization, merger, consolidation, combination, stock split, stock dividend, spin-off, exchange or other relevant changes in capitalization or distributions to the holders of Common Stock that is not subject to Subparagraphs (b), (c) or (e) of this Paragraph XIII and that would have the effect of diluting or enlarging the rights of Participants (excluding, for the avoidance of doubt, any Equity Restructuring), each Award and any notice evidencing such Award shall be subject to equitable or proportionate adjustment by the Committee at its sole discretion as to the number, kind and price of shares of Common Stock or other securities or property subject to such Award. In the event of any such change in the outstanding Common Stock or distribution to the holders of Common Stock, or upon the occurrence of any other event described in this Paragraph XIII, other than an Equity Restructuring, the aggregate number of and kind shares available under the Plan, the maximum number of shares that may be subject to Awards granted to any one individual, and the manner in which shares of Common Stock subject to Full Value Awards will be counted may be appropriately adjusted to the extent, if any, determined by the Committee, whose determination shall be conclusive. Such proportionate adjustments will be made for purposes of making sure that to the extent possible, the fair value of the Awards after the subdivision, consolidation or dividend is equal to the fair value before the change.

(e) Equity Restructurings. In connection with the occurrence of any Equity Restructuring, and notwithstanding anything to the contrary in Subparagraphs (a)-(d) of this Paragraph XIII:

(i) the number and type of securities subject to each outstanding Award and the exercise price or grant price thereof, if applicable, shall be equitably adjusted; and/or

(ii) the Committee shall make such equitable adjustments, if any, as the Committee, in its sole discretion, may deem appropriate to reflect such Equity Restructuring with respect to the aggregate number and kind of shares of Common Stock that may be issued under the Plan (including, but not limited to, adjustments of the limitations in Paragraph V on the maximum number and kind of shares which may be issued under the Plan and of the Award limits, and adjustments of the manner in which shares of Common Stock subject to Full Value Awards will be counted). The adjustments provided under this Subparagraph (e) shall be nondiscretionary and shall be final and binding on the affected Participant and the Company.

(f) No Adjustments Unless Otherwise Provided. Except as hereinbefore expressly provided, the issuance by the Company of shares of stock of any class or securities convertible into shares of stock of any class, for cash, property, labor or services, upon direct sale, upon the exercise of rights or warrants to subscribe therefor, or upon conversion of shares or obligations of the Company convertible into such shares or other securities, and in any case whether or not for fair value, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number of shares of Common Stock subject to Awards theretofore granted or the purchase price per share, if applicable.

XIV. AMENDMENT AND TERMINATION OF THE PLAN

Except as otherwise provided in this Paragraph XIV or Paragraph XV(l) below, the Board or Committee in its discretion may terminate the Plan or alter, modify or amend the Plan or any part thereof at any time or from time to time; *provided* that no action of the Board or Committee may impair the rights of a Participant with respect to any outstanding Award without the consent of the Participant, and *provided, further*, that neither the Board nor the Committee may, without approval of the stockholders of the Company, or except as provided under Paragraph XIII, (a) increase the maximum aggregate number of shares that may be issued under the Plan under Paragraph V(a), (b) reduce the price per share of any outstanding Option or Stock Appreciation Right granted under the Plan or take any action prohibited under Paragraph VII(g), or (c) cancel any outstanding Option or Stock Appreciation Right in exchange for cash or another Award when the per share price of the Option or Stock Appreciation Right exceeds the Fair Market Value of the underlying shares of Common Stock. In addition, the Company shall obtain stockholder approval of any amendment to the Plan to the extent necessary to comply with any applicable law or the requirements of any securities exchange on which the Common Stock is then-listed.

XV. MISCELLANEOUS

(a) **Term of Awards.** The term of each Award shall be for such period as determined by the Committee; *provided*, that in no event shall the term of any such Award exceed a period of ten (10) years (or such shorter term as may be required in respect of Incentive Stock Options, Non-Qualified Options or Stock Appreciation Rights, as applicable).

(b) **No Right to an Award.** Neither the adoption of the Plan nor any action of the Board or of the Committee shall be deemed to give any individual any right to be granted Options, Restricted Stock, Restricted Stock Units, Stock Appreciation Rights, Performance Awards, Other Stock-Based Awards, Dividend Equivalents or any other rights hereunder except as may be evidenced by an Award Notice, and then only to the extent and on the terms and conditions expressly set forth therein.

(c) **Unfunded Status of Plan.** The Plan is intended to constitute an “unfunded” plan for incentive and deferred compensation purposes, including Section 409A of the Code. The Committee may authorize the creation of trusts or other arrangements to meet the obligations created under the Plan to deliver shares of Common Stock or make payments; *provided* the Committee first determines in its sole discretion that the structure of such trusts or other arrangements shall not cause any change in the “unfunded” status of the Plan.

(d) **No Service/Membership Rights Conferred.** Nothing contained in the Plan or any Award shall (i) confer upon any Employee, Consultant or Director any right to continued employment, consultancy or other service with the Company or any Affiliate or (ii) interfere in any way with the right of the Company or any Affiliate to terminate his or her employment, consultancy or other service relationship at any time.

(e) **Compliance with Securities Laws.** The Company shall not be obligated to issue any shares of Common Stock pursuant to an Award granted under the Plan at any time when the shares covered by such Award have not been registered pursuant to applicable U.S. federal, state or non-U.S. securities laws, or, in the opinion of legal counsel for the Company, the issuance and sale of such shares is not covered under an applicable exemption from such registration requirements.

(f) **No Fractional Shares.** No fractional shares of Common Stock nor cash in lieu of fractional shares of Common Stock shall be distributed or paid pursuant to an Award. For purposes of the foregoing, any fractional shares of Common Stock shall be rounded up to the nearest whole share.

(g) **Tax Obligations; Withholding of Shares.** The Company and its Affiliates shall have the authority to deduct or withhold, or require a Participant to remit or pay to the Company or its Affiliates, an amount sufficient to satisfy U.S. federal, state, local or non-U.S. income and social insurance taxes (including, without limitation, the Participant’s FICA, employment tax or other social security contribution obligation) required by law to be withheld with respect to any taxable event concerning a Participant and arising as a result of the Plan. Notwithstanding the foregoing, the Company and its Affiliates may, in its sole discretion and in satisfaction of the foregoing requirement, withhold or permit the Participant to elect to have the Company withhold a sufficient number of shares of Common Stock that are otherwise issuable to the Participant pursuant to an Award (or allow the surrender of shares of Common Stock). The number of shares of Common Stock which may be so withheld or surrendered shall be limited to the number of shares of Common Stock that have a Fair Market Value on the date of withholding or repurchase equal to the aggregate amount of such liabilities based on the applicable minimum statutory withholding rates for U.S. federal, state, local or non-U.S. income and social insurance taxes and payroll taxes, as determined by the Committee. For purposes of the foregoing, the Committee may establish such rules, regulations and procedures as it deems necessary or appropriate.

(h) No Restriction on Corporate Action. Nothing contained in the Plan shall be construed to prevent the Company or an Affiliate from taking any action that is deemed by the Company or such Affiliate to be appropriate or in its best interest, regardless of whether such action would have an adverse effect on the Plan or any Award made under the Plan. No Participant, representative of a Participant, or other person shall have any claim against the Company or any Affiliate as a result of any such action.

(i) No Stockholder Rights; Restrictions on Transfer. Except as otherwise provided herein, a Participant shall have none of the rights of a stockholder with respect to shares of Common Stock covered by an Award unless and until the Participant becomes the record owner of such shares. An Award (other than an Incentive Stock Option, which shall be subject to the transfer restrictions set as forth in Paragraph VII(c)) shall not be transferable otherwise than (i) by will or the laws of descent and distribution, (ii) pursuant to a qualified domestic relations order as defined by the Code or Title I of the Employee Retirement Income Security Act of 1974, as amended, or the rules thereunder, or (iii) if vested, with the consent of the Committee, in its sole discretion provided that any such transfer is permitted under the applicable securities laws. Notwithstanding the foregoing, Restricted Stock, once vested and free of any restrictions, may be transferred at will.

(j) Clawback. The Committee shall have the right to provide, in an Award Notice or otherwise, or to require a Participant to agree by separate written or electronic instrument, that all Awards (including any proceeds, gains or other economic benefit actually or constructively received by the Participant upon any receipt or exercise of any Award or upon the receipt or resale of any shares of Common Stock underlying the Award) shall be subject to the provisions of any claw-back policy implemented by the Company, including, without limitation, any claw-back policy adopted to comply with the requirements of applicable law, including without limitation the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder, to the extent set forth in such claw-back policy and/or in the applicable Award Notice.

(k) Limitations Period. Any Participant who believes he or she is being denied any benefit or right under the Plan may file a written claim with the Committee. Any claim must be delivered to the Committee within forty-five (45) days of the specific event giving rise to the claim. Untimely claims will not be processed and shall be deemed denied. The Committee, or its designee, will notify the Participant of its decision in writing as soon as administratively practicable. Claims not responded to by the Committee in writing within one hundred and twenty (120) days of the date the written claim is delivered to the Committee shall be deemed denied. The Committee's decision is final and conclusive and binding on all persons. No lawsuit relating to the Plan may be filed before a written claim is filed with the Committee and is denied or deemed denied and any lawsuit must be filed within one (1) year of such denial or deemed denial or be forever barred.

(l) Section 409A of the Code. It is intended that all Awards under the Plan be structured in compliance with, or to satisfy an exemption from, Section 409A of the Code in order to avoid imposition of taxes, interest or penalties thereunder. Notwithstanding anything in this Plan to the contrary, to the extent that the Committee determines that any Award under the Plan may be subject to Section 409A of the Code, the Committee may, without a Participant's consent, adopt such amendments to the Plan and the applicable Award agreement or take any other actions (including amendments and actions with retroactive effect), that the Committee, in its sole discretion, determines are necessary or appropriate to preserve the intended tax treatment of the Award, including without limitation, actions intended to (a) exempt the Award from Section 409A of the Code, or (b) comply with the requirements of Section 409A of the Code; *provided, however*, that nothing in this Subparagraph (l) shall create any obligation on the part of the Company or any of its Affiliates to adopt any such amendment or take any other such action or any liability for any failure to do so. Notwithstanding anything herein to the contrary, in no event shall the Company or its Affiliates have any obligation to indemnify or otherwise compensate any Participant for any taxes or interest imposed under Section 409A of the Code or similar provisions of state law.

(m) Notice. Unless otherwise provided in an Award Notice, any notice required herein of a Participant shall be delivered to the Company, c/o the Secretary, 7817 Oakport Street, Suite 205, Oakland, California 94621; *provided, however*, that any Award transaction initiated through the Company's approved broker shall constitute appropriate notice.

(n) Governing Law. The Plan shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to its conflicts of laws principles.



EMPLOYMENT AGREEMENT

(with RSU addendum)

This Employment Agreement with a nonqualified stock option plan (hereinafter "Agreement") is executed this **1st** day of the month of **May** in the year **2013** by and between ORO EAST MINING, INC., a Delaware corporation (hereinafter "Company") and **Rex Yuen** (hereinafter "Employee"). The Agreement shall set forth the terms of Employee's employment at Company, and the parties' obligations.

A. SCOPE OF EMPLOYMENT.

- a. **Employee Position Title.** Employee has been hired to start employment as Company's **Chief Financial Officer**.
 - b. **Officer Position.** Employee's position with the Company shall be deemed an Officer position and shall be covered any of the Company's Directors and Officers insurance policies. Employee shall meet regularly with the officers of the Company pursuant to the Bylaws or as such meetings are scheduled. Employee acknowledges that an updated copy of the Bylaws has been furnished to Employee and that he or she has thoroughly reviewed it and understands the contents therein.
 - c. **Location of Employment.** Employee shall be hired through Company's offices located at **7817 Oakport Street, Suite 205, Oakland, California**, with employment governed by **California** law.
 - i. Employee may, from time to time, at the discretion and decision of Company but with reasonable advance notice to Employee, be relocated to a different office location or work off-site, off-site being defined as any location authorized by Company for Employee to work from that is not a Company office location of record.
 - ii. Employee may, subject to reasonable advance notice from Company, be relocated to work from a different office location of Company. The office location set forth herein is subject to change, though not without reasonable advance notice to Employee.
 - d. **Description of Employee's Responsibilities.** To start, Employee shall be responsible for the following (hereinafter "Employee's Responsibilities"):
 - i. **Controllership duties** - Presenting and reporting accurate and timely historical financial information of the Company; Prepare and maintain regular financial planning reports; Monthly profit and loss forecasts for division;
 - ii. **Treasury duties** - Assist in investment decisions of the Company, taking into consideration risk and liquidity. In addition, oversee the capital structure of the Company, determining the best mix of debt, equity and internal financing; address issues surrounding capital structure; Develop and maintain capital budget.
 - iii. **Economic strategy and forecasting** - Identify and report what areas of Company are most efficient and how Company can capitalize on said information; economic forecasting and modeling; assist in developing both strategic and tactical recommendations. Assess organizational performance against both the annual budget and Company's long-term strategy. Develop tools and systems to provide critical financial and operational informational to the Chief Executive Officer and make actionable recommendations on both strategy and operations;
 - i. **Operational strategy** - Engage the board around issues, trends, and changes in the operating models and operational delivery; Assist in establishing yearly objectives and meeting agendas, and selecting and engaging outside consultants (auditors, investment advisors, etc.);
 - ii. **Executive management** - Serve as a member of the executive leadership team; participate in key decisions pertaining to strategic initiatives, operating model, and operational execution; Represent Company in efforts with investment bankers and potential investors; Prepare various analyses and reports required by corporate development efforts.
 - iii. **Finance** - Oversee cash flow planning; ensure availability of funds as needed; oversee cash, investment, and asset management; Oversee financing strategies and activities as well as banking relationships; Develop and utilize forward-looking, predictive models and activity-based financial analyses to provide insight into the organization's operations and business plans.
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iv. **Accounting and administration** – Oversee the accounting department to ensure proper maintenance of all accounting systems and function; Ensure timeliness, accuracy, and usefulness of financial and management reporting for federal and state funders, foundations, etc.; Maintain appropriate internal controls and financial procedures; Coordinate audits and proper filing of tax returns; Ensure legal and regulatory compliance regarding all financial functions; Oversee preparation of month-end, quarter-end, and year-end financial statements; Review all month-end closing activities including general ledger maintenance, balance sheet reconciliations, and corporate or overhead cost allocation; Develop and manage accounting staff as needed; Manage the Company's insurance program, real estate affairs consisting of leases and subleases.

v. Any activities or duties that are reasonably and foreseeably within the scope of Employee's position title and related to Employee's Responsibilities;

vi. Employee acknowledges that the foregoing list of duties and responsibilities is not exhaustive, and that Employee may be called on to perform other duties and responsibilities when the Company is understaffed or in exigent or special circumstances. Employee understands that he or she may be asked to assist the Company in a manner that may be deemed outside the scope of Employee's Responsibilities

b. Permitted Activities Beyond Employee's Responsibilities.

B. **COMPENSATION.** Company shall pay Employee an **annual rate of Eighty Five Thousand dollars (\$85,000.00)** (hereinafter "Compensation"). Compensation shall be paid to Employee in accordance with the schedule of salary payment in effect for other certified employees or in some other way mutually agreed to by both parties. Such compensation shall be based upon **260** work days each year. Company and Employee may mutually agree to adjust the salary of Employee during the term of this Agreement, but in no event shall Employee be paid less than the salary that Employee presently receiving. Any adjustment in salary made during the life of this Agreement shall be in the form of an amendment and become part of this Agreement, but it shall not be deemed that Company and Employee have entered into a new contract or that the termination date of the existing Agreement has been extended. Company does not offer any severance compensation to employees.

C. **REIMBURSEMENT OF EXPENSES.** Any expenses incurred by Employee on behalf of the Company must be approved by the Company in writing in advance of incurrance of the expense. If advance written consent from the Company is not given for an expense, then Company reserves the right to decline reimbursement of that expense.

- D. **BENEFITS** (hereinafter “Benefits”).
- a. **Paid Holidays**. Employee shall be paid for all holidays as set forth in the Employee Handbook and/or Company Policies (hereinafter “Paid Holidays”). The dates for the Paid Holidays will change from year to year. It is Employee’s own responsibility to keep up to date on the Employee Handbook and Company Policies to know what days each year are Paid Holidays.
 - b. **Paid Time Off**. Once an Employee has been employed with Company for 12 consecutive months, the Employee shall earn 7 days of Paid Time Off (“PTO”) on the 12th month, or anniversary date of Employee’s date of employment with Company. Thereafter, the Employee shall earn 1 day of PTO per year of employment, up to 15 PTO days per year. PTO per year is capped at 15 PTO days. Employee may withdraw from his or her PTO hours to take time off work, without having to specify a reason. PTO hours shall cover planned vacations and sick days. The Company shall not distinguish between days taken off for vacation or days taken off for sick leave for purposes of PTO.
 - c. **Health and Medical**. Commensurate with Company policy as set forth in the Employment Handbook, Policies & Procedures.
 - d. **Disability**. Commensurate with Company policy as set forth in the Employment Handbook, Policies & Procedures.
 - e. **401(k)**. Commensurate with Company policy as set forth in the Employment Handbook, Policies & Procedures.
 - f. **Pension**. Commensurate with Company policy as set forth in the Employment Handbook, Policies & Procedures.
 - g. **Life Insurance**. Commensurate with Company policy as set forth in the Employment Handbook, Policies & Procedures.
 - h. **Stock Options/Stock Grant**. See RSU Addenda.
 - i. **Tax Sheltered Annuities**. Commensurate with Company policy as set forth in the Employment Handbook, Policies & Procedures.
- E. **PERFORMANCE REVIEWS**. There may be periodic performance reviews of Employee, which shall be used to determine bonuses or other compensation of Employee.
- F. **WORKS FOR HIRE**. Employee acknowledges and agrees that all duties performed hereunder are specifically ordered or commissioned by Company (hereinafter “Work”). Work constitutes work made-for-hire as defined in the United States Copyright Act and Company shall be the owner of all rights in and to the Work. Work shall include, but not be limited to all material and information created by Employee in the course of or as a result of Employee’s engagement with Company fixed in a tangible medium of expression, including but not limited to notes, drawings, memoranda, correspondences, documents, records, charts, codes, etc. To the extent that Work is not recognized as work-made-for-hire, Employee hereby assigns, transfers, and conveys to Company, without reservation, all rights, title, and interest in Work. In the event that Employee conceives of any design, mark, trademark, or invention during the scope of Employee’s employment with Company, all such conceptions in the entirety shall be the sole intellectual property of Company.
- G. **OWNERSHIP AND SURRENDER OF RECORDS**. All papers, documents, books, and records of every kind and description relating to the business and affairs of Company, or any of its affiliates or subsidiaries (hereinafter “Records”), whether or not prepared by Employee shall be the sole and exclusive property of Company, and Employee agrees to surrender all Records to Company at any time upon Company’s request.
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- H. **NON-COMPETITION NON-SOLICITATION CLAUSE.** Employee shall not directly or indirectly engage, own, manage, operate, sell, finance, control or participate in the engagement, ownership, management, operation, sales, finance or control of, or be connected in any manner with, any business that competes with the business of Company. Employee shall not usurp any sales, potential sales, profits, potential profits, or business opportunities from Company to use for Employee's own benefit or for a third party's benefit. Employee shall at no time act in his or her self-interest to the detriment of Company. Employee shall not any time during the course of employment engage in self-dealing. Employee shall not directly or indirectly approach or solicit in connection with a competing business purpose, or divert, interfere with or take away, or attempt to approach or solicit in connection with a competing business purpose, or divert, interfere or take away, the business or patronage of any of the clients, customers or suppliers of Company that are presently existing or identified as prospective business partners, joint venturers, clients, customers or suppliers. Employee shall not recruit or solicit any person who is or was employed by Company or any respective affiliates, or induce or attempt to induce or take any action which is intended to induce any employee of Company or any respective affiliates to terminate his or her employment with, or otherwise cease his or her relationship with Company or usurp any of the customers, clients, personnel, contractors, subcontractors, or other agents or representatives of or relating to Company for the benefit of Employee. Employee shall refrain from interfering in any manner with the contractual and/or employment relationships of Company. In sum, Employee is barred from using the knowledge and skills he or she acquired through Company to start a company that directly competes against Company within the scope set forth in this paragraph. Additionally, Employee agrees not to steal business from Company for his or her personal profit. Employee shall not induce or attempt to induce Company's employees, independent contractors, agents, customers, or suppliers to stop working for or doing business with Company. The scope of this Non-Competition Non-Solicitation Clause shall be for the life of this Agreement, including any extensions, plus two (2) years, and shall cover the geographic region of the State of California.
- I. **CONFIDENTIALITY CLAUSE.** Company may within the scope of this Agreement convey, communicate, transmit to Employee certain information relating to products, services, research, development, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers, customer lists and customers, or other related information or documentation that is non-public, confidential, and/or proprietary in nature (hereinafter "Confidential Information"). All such Confidential Information, whether written or oral, whether furnished before or after the dates hereof, must be held by the bound parties in strictest confidence. Employee must exercise best efforts to care and maintain the confidentiality of Confidential Information. Employee shall not disclose Confidential Information to any person whatsoever, with the term "person" designating broadly any or all of the following, without limitation: governmental entities, corporations, partnerships, companies, entities, institutions, agencies, agents, or individuals, provided however, that the foregoing obligations regarding confidentiality shall not apply to any information that is or becomes generally available to or known by the public other than as a result of a disclosure made by Employee. Additionally, Employee shall not use any know-how acquired from Confidential Information in any activities not related to Employee's employment with Company nor may Employee at any time use Confidential Information in any way that would be detrimental to Company or which may arise to usurping of profits or business opportunities from Company. In sum, Employee shall not without express authorization furnish to third parties, disclose or publish in any way the names of Company's customers or suppliers or any trade secrets of Company or any financial information regarding sales, profits, or losses of Company.
- J. **EMPLOYEE HANDBOOK INTEGRATION.** Employee hereby acknowledges that he or she has received a copy of the Company Employee Handbook (hereinafter "Handbook"), has carefully reviewed it, has had an opportunity to ask and have answered any questions or concerns he or she may have regarding the Handbook and consents to all terms therein. The Handbook is hereby incorporated by reference and integrated into this Agreement. In the event of any conflicts of terms between the Handbook and this Agreement, this Agreement shall prevail.
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- K. **COMPANY POLICIES INTEGRATION.** Employee hereby acknowledges that he or she has received a copy of the Company Policies (hereinafter “Company Policies”), that the Company Policies may be subject to change from time to time, but that Employee will be put on notice of any changes to Company Policies through memoranda issued throughout the company or at meetings. Employee is bound by this Agreement to adhere to all Company Policies and understands that breach of any of the Company Policies shall be deemed a breach of this Agreement and Employee may be subject to termination. Employee has the right to ask the Company at any time for a full copy of all updated Company Policies for review. It shall be Employee’s responsibility to actively know and be updated on the current Company Policies.
- L. **TERMINATION OF EMPLOYMENT.** Employee is hired as an **at-will employee**, as defined by the California labor code and applicable laws. Nonetheless, this Agreement may be terminated in any of the following manners, and in the event of such termination, Employee shall have no right to severance payments:
- a. Mutual Agreement of Company and Employee;
 - b. Employee’s breach of any terms of this Agreement;
 - c. Change of Control of Company, where the shareholders or directors have substantially changed or there has been a merger or acquisition, then this Agreement shall automatically terminate on the effective date of the change of control, unless otherwise agreed upon in writing by the parties;
 - d. Retirement or Resignation of Employee;
 - e. Disability of Employee: In the event that Employee has been unable to work regularly scheduled hours and/or perform pursuant to this Agreement for more than 12 weeks in any given year or Employee exhausts the job protections of the Family and Medical Leave Act, then the parties acknowledge that due to Employee’s job function being essential to the Company and any work delays of employee will have a substantially detrimental impact on Company, that under such conditions, Company shall have the right to terminate Employee’s employment. Employee is advised that he or she may be eligible for COBRA and that Employee should consult the Department of Labor for more information;
 - f. Discharge for Cause, where Employee has engaged in conduct that amounts to being seriously prejudicial to Company, including but not limited to neglect, breach of contract, violation of laws, codes, or regulations, fraud, misrepresentation, with the reasons for the discharge for cause given to Employee in writing; or
 - g. Unilateral Termination by Company, where Company at its option and with a minimum of fourteen (14) days written notice to Employee unilaterally terminate this Agreement and Employee’s employment. Employee shall not be entitled to severance pay. However, Employee shall be entitled to all of the aggregate salary and other compensation earned under the Agreement up to the date of termination as set forth in the written notice
- M. **NO MISREPRESENTATIONS.** Employee hereby represents to Company that all information and facts that Employee has or will ever furnish to Company shall be true and correct to the best of Employee’s knowledge. Employee hereby represents to Company that he or she has not nor will make any material misrepresentations or omissions of material information to Company. In the event that Company discovers Employee has intentionally falsified information to Company that Company relied on to hire Employee, Company shall have the right to terminate Employee immediately and confiscate Employee’s last paycheck as liquidated damages for the misrepresentation or fraud.
- N. **DISPUTE RESOLUTION.** In the event of disagreement, conflict or controversy between the parties arising from this agreement, the parties agree to proceed with dispute resolution as follows:
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- a. *Negotiation.* The Parties agree that, before resorting to any formal dispute resolution process concerning any dispute arising from or in any way relating to this Agreement (hereinafter "Dispute"), they will first attempt to engage in good faith negotiations in an effort to find a solution that serves their respective and mutual interests, including their continuing business and/or professional relationship. The parties agree to participate directly in the negotiations. Unless otherwise agreed in writing, the Parties shall have five (5) business days from the date the questioning party gives Notice pursuant to the terms of this agreement of the particular issue to begin these negotiations and fifteen (15) business days from the Notice date to complete these negotiations concerning the Dispute.
- b. *Mediation.* If the negotiations do not take place within the time provided in paragraph (a) above, or if the negotiations do not conclude with a mutually agreed upon solution within that time frame (or its agreed upon extension), the Parties agree to mediate any Dispute. If the Parties cannot agree upon a mediator, each shall select one name from a list of mediators maintained by any bona fide dispute resolution provider or other private mediator; the two selected shall then choose a third person who will serve as mediator. The Parties agree to have the principals participate in the mediation process, including being present throughout the mediation session(s). The Parties shall have 45 days within which to commence the first mediation session following the conclusion of their good faith negotiations or expiration of the time within which to negotiate (as stated in "a" above). The Parties agree that any mediated settlement agreement may be converted to an arbitration award or judgment (or both) and enforced according to the governing rules of civil procedure. The Parties further confirm their motivating purpose in selecting mediation is to find a solution that serves their respective and mutual interests, including their continuing business/professional relationship. The Parties hereby agree and acknowledge that value and consideration of said mediation clause is Fifty Thousand Dollars (\$50,000.00) and therefore repudiation of the mediation clause shall entitle the non-breaching party to liquidated damages in the sum of Fifty Thousand Dollars (\$50,000.00).
- c. *Arbitration.* If the mediation provided for in paragraph (b) above does not conclude with an agreement between the Parties resolving the Dispute, the Parties agree to submit the Dispute to binding arbitration. If the Parties cannot agree on an arbitrator, the person who served as mediator shall select the person to serve as arbitrator from a list compiled by the Parties or, where the Parties do not compile a list, from a list maintained by a bona fide dispute resolution service provider or private arbitrator. The arbitrator's award prepared by the arbitrator shall be final, binding and may be converted to a judgment by a court of competent jurisdiction upon application by either party. The arbitrator's award shall be a written, reasoned opinion (unless the reasoned opinion is waived by the Parties). The Parties shall have ten (10) days from the termination of the mediation to appoint the Arbitrator and shall complete the arbitration hearing within six (6) months from the termination of the mediation. The arbitrator shall have the authority to control and limit discovery sought by either party. The arbitrator shall have the same authority as a court of competent jurisdiction to grant equitable relief, and to issue interim measures of protection, including granting an injunction, upon the written request with notice to the other party and after opposition and opportunity to be heard. The arbitrator shall take into consideration the Parties' intent to limit the cost of and the time it takes to complete dispute resolution processes by agreeing to arbitrate any Dispute.
- O. **NO WAIVER OR CUMULATIVE REMEDIES.** No failure or delay on the part of any undersigned party to this Agreement in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.
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- P. ENUREMENT. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- Q. NO THIRD PARTY BENEFICIARIES. Unless otherwise provided for in writing and signed and acknowledged by both parties, there shall be no third party beneficiaries to this Agreement. This Agreement is non-assignable, non-transferrable, and the duties that the undersigned parties are obliged to perform are non-delegable unless otherwise provided for in writing and signed and acknowledged by both parties.
- R. INTEGRATION. This Agreement constitutes the entire agreement to date between the parties hereto and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, between the parties hereto with respect to the subject matter of this Agreement.
- S. SEVERABILITY. If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- T. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.
- U. CHOICE OF LAW AND FORUM. This Agreement shall be interpreted under the laws of the State of California, United States. Any litigation under this agreement shall be resolved in the trial courts of Alameda County, State of California or the Northern District of California, whichever may be applicable.
- V. AUTHORITY AND CONSENT. The undersigned parties hereby represent and warrant that he or she has been duly authorized by its corporate entity or principal to enter into this Agreement and to bind that corporate entity or principal to the terms hereof. Employee has been advised by Company and he or she fully understands that he or she has the right to have Employee's own legal counsel review this Agreement prior to execution. Employee has been given reasonable opportunity to review this Agreement carefully and/or have his or her legal counsel review the Agreement and that by signing below, Employee acknowledges that he or she is knowingly and voluntarily entering into this Agreement and, if no legal counsel was sought, that Employee knowingly and voluntarily waives right for a legal counsel to review this Agreement.

SIGNATURE BLOCK ON NEXT PAGE

IN WITNESS WHEREOF, the undersigned parties cause this Agreement to be duly signed and executed this date of **May 1, 2013** at **Oakland**, California.

COMPANY:

EMPLOYEE:

s/ Tian Q. Chen

s/ Rex Yuen

Company: **Oro East Mining, Inc.**

Print Name: Rex Yuen

Print Name: Tian Q. Chen

Print Title: Chief Executive Officer

RSU SCHEDULE
ADDENDUM TO EMPLOYMENT AGREEMENT

This RSU SCHEDULE ("Schedule"), made and entered into as of this **May 1, 2013** (the "Grant Date"), by and between Oro East Mining, Inc., a Delaware Company (the "Company") and the following individual ("Participant"):

Full Legal Name : Rex Yuen

This Schedule sets forth the terms and conditions of Restricted Stock Units issued pursuant to the Company's Stock Incentive Plan (the "Plan") and this Schedule. Any capitalized terms used but not defined herein shall have the meaning prescribed in the Plan.

1. **GRANT OF RSU.** Subject to the provisions of this Schedule, the Plan and the Employment Agreement, dated **May 1, 2013**, by and between the Participant and the Company (the "Employment Agreement"), the Company hereby grants to the Participant a total of **60,000 (Sixty Thousand)** Restricted Stock Units or RSUs (the "Restricted Stock Units") pursuant to the following vesting schedule and to be effective on the Grant Date:

Years of Employment (Restricted Period)	Vesting Percentage
1 (One Year)	10%
2 (Two Years)	25%
3 (Three Years)	45%
4 (Four Years)	70%
5 (Five Years)	100%

Each RSU entitles Participant upon satisfaction of the continued employment and as set forth herein, in the Plan, and Participant's Employment Agreement, to receive from Company the following: (i) one (1) share of the Company's common stock, par value \$0.0001 per share, ("Stock"); and (ii) quarterly cash payments equivalent to any cash dividends paid to stockholders of the Company, each in accordance with the terms set forth herein, in the Plan, and the Employment Agreement. By signing this Schedule, Participant acknowledges that he or she has received a copy of the Plan and has read it carefully, understanding all terms and conditions therein. If Participant did not understand any part of the Plan, Participant has been given an opportunity to ask questions or consult with an attorney or other licensed professional. By signing herein, Participant agrees to all terms set forth in the Plan, which is hereby incorporated by reference and binding into this Schedule. Participant further acknowledges that the Plan is subject to change from time to time, which shall constitute modifications to the contractually binding terms between the parties regarding the RSU and that Participant shall be fully apprised in writing by notice of any changes to the Plan.

The Grant set forth herein shall be effective as of the Grant Date first written above.

2. **CONSIDERATION.** The consideration for the Restricted Stock Units is your continued service to the Company as a full-time employee during the Restricted Period set forth in the table in Section 1 above. If you do not continue to perform services for the Company as a full-time employee during the entire Restricted Period, your award will be forfeited in whole or in part.

3. **RESTRICTIONS ON TRANSFER; FOREFEITURE.** During the Restricted Period, your RSUs will be subject to forfeiture. Until the Restricted Period ends with respect to a particular RSU and a share of Stock is delivered to you, you generally will not have the rights and privileges of a stockholder. In particular, you will not have the right to vote your RSUs on any matter put to the stockholders of the Company and you may not sell, transfer, assign, pledge, use as collateral or otherwise dispose of or encumber RSUs. You will, however, have the right to receive a cash payment for each RSU equivalent to the cash dividend paid to stockholders on a share of Stock at the time the corresponding dividend is paid to stockholders and this right continues until the expiration of the Restricted Period and until the date that Stock is deliverable to you.

(a) Your shares will be delivered to you as soon as practicable upon the expiration or termination of the Restricted Period. In the event Internal Revenue Code Section 409A(a)(2)(B)(i) applies because you are a key employee receiving a distribution on account of a termination of employment, delivery of stock may be delayed for six months from such date; similarly, if you are an Insider subject to the reporting provisions of Section 16(a) of the Securities Exchange Act of 1934, delivery of Stock following the expiration of the Restricted Period for any reason may be delayed for six months. The certificates delivered to you may contain any legend the Company determines is appropriate under the securities laws. At the time the Restricted Period for your RSUs terminates, the Company is required to collect from you the appropriate amount of federal, state and local taxes. The Company may be required to collect FICA taxes from you prior to the termination of the Restricted Period if you become eligible for retirement prior to the termination of that period. In this regard, please see "Timing of Taxation and Withholding" below. After the Stock is delivered to you, you (or your designee(s)) will enjoy all of the rights and privileges associated with ownership of the shares, including the rights to vote on any matter put to stockholder vote, to receive dividends, and to encumber, sell or otherwise transfer the shares. You should note, however, that, while the shares would thus be free of the restrictions imposed during the Restricted Period, your ability to sell the shares may be limited under the federal securities laws.

(b) You have the right to designate a beneficiary (or beneficiaries) to receive your shares in exchange for your RSUs in the event of your death during the Restricted Period by completing a beneficiary designation form available by request made to the Chief Executive Officer by addressing the request to the attention of Tian Q. Chen, Oro East Mining, Inc., 7817 Oakport Street, Suite 205, Oakland, California, Email: tian@oroeast.com. If, at Participant's death, a beneficiary has not been designated, your RSUs will be transferred to the personal representative of your estate.

(c) The vesting of the RSUs awarded under this Schedule is subject to continued employment with the Company from the Grant Date until the dates noted in the table set forth in Section 1 (the "Restricted Period"). If these requirements are not satisfied you may forfeit all or part of your RSUs. Upon forfeiture, you will no longer have the right to receive Stock for forfeited RSUs or to receive cash payments as dividend equivalents.

4. **VESTING.** The Restricted Stock Units shall vest as set forth in the table in Section 1, so long as the Participant has remained continuously employed by the Company from the Grant Date through such dates. For purposes of this Schedule, employment with the Company shall include employment with the Company's affiliates and its successors. Nothing in this Schedule or the Plan shall confer upon the Participant any right to continue in the employ of the Company or any of its affiliates or interfere in any way with the right of the Company or any such affiliates to terminate the Participant's employment at any time.

5. CHANGES IN CAPITALIZATION. In the event of a stock split, stock dividend or other similar action resulting in additional shares of Stock being issued to existing stockholders during the Restricted Period or in the event of a reverse stock split resulting in a contraction in the number of shares outstanding during the Restricted Period, the number of your RSUs will be adjusted in the same manner as if you held actual shares of Stock.

6. TIMING OF TAXATION AND WITHHOLDING. Upon the expiration or termination of the Restricted Period, the Fair Market Value of the Stock deliverable to you in respect of the RSUs will be taxable to you as compensation income, based on the Fair Market Value of Stock on the day the Stock is deliverable to you, and withholding of Federal, state, and local taxes will apply at the minimum rate prescribed by law. FICA tax withholding also will apply except to the extent FICA taxes have already been collected in the case of retirement-eligible employees as described below. (If IRC Section 409A(a)(2)(B)(i) applies because you are a key employee receiving Stock on account of a termination of employment or if you are an Insider, your Stock may not be deliverable to you for six months following such date of termination and, accordingly, the Fair Market Value of the Stock on that date shall be used for purposes of determining your compensation income.) Your tax basis in shares of Stock delivered to you in respect of the RSUs will be equal to the Fair Market Value of such shares on the day the Stock is deliverable to you. Your holding period for purposes of determining long-term capital gain or loss treatment on any subsequent sale of such Stock will begin on that day. You will be deemed to have elected to pay any withholding tax on Stock deliverable to you by means of the Company's reducing the number of RSUs and shares of Stock deliverable to you in respect of vested RSUs, based upon the minimum rate of withholding prescribed by law. Any cash paid to you as dividend equivalents with respect to RSUs during the Restricted Period will be taxable to you as compensation income and subject to withholding of Federal, state and local income taxes, and FICA taxes. In the event you are or become eligible for retirement during the Restricted Period, a portion of your Award will become subject to FICA taxes prior to the termination of the Restricted Period, and FICA taxes will be withheld with respect to the number of RSUs on which the Restricted Period would terminate if you were to retire. FICA taxes will be computed based upon the Fair Market Value of the Stock on the date of withholding. For example, if you are eligible to retire during the Restricted Period, then you would become subject to FICA taxes on the later of the first anniversary of the Award Date or the date that you become retirement eligible, and FICA taxes would be withheld even though Stock would not be deliverable to you until the close of the Restricted Period. The Company will withhold such FICA tax from your regular wages or MICP payment, if applicable pursuant to the terms of Participant's employment. The Company may collect the FICA withholding from you either shortly before or after the date it is due and in the case of Insiders may require delivery of a check to satisfy any shortfall in the withholding. Since we will withhold at the minimum rate prescribed by law for these awards, you may owe additional taxes as a result of the termination or expiration of the Restricted Period.

7. TERMINATION OF EMPLOYMENT; CHANGE IN CONTROL.

(a) In the event of the Participant's Termination of Employment by the Company without Cause (as defined in the Employment Agreement), by the Participant for Good Reason (as defined in the Employment Agreement), or by reason of the Participant's death or Disability (as defined in the Employment Agreement), any portion of the Restricted Stock Units that has not vested as of the date of the Participant's Termination of Employment shall immediately vest, and the vested Restricted Stock Units shall expire as set forth in this Schedule.

(b) In the event of the Participant's Termination of Employment by the Company for Cause (as defined in the Employment Agreement) or by the Participant without Good Reason (as defined in the Employment Agreement), any portion of the Restricted Stock Units that has not vested as of the date of the Participant's Termination of Employment shall immediately be forfeited, and the vested Restricted Stock Units shall expire as set forth in this Schedule.

(c) In the event of a Change in Control (as defined in the Employment Agreement), any unvested and outstanding portion of the Restricted Stock Units shall immediately and fully vest, and the vested Restricted Stock Units shall expire as set forth in this Schedule.

8. **TRANSFERABILITY.** The Restricted Stock Units shall not be transferable by the Participant other than by will or by the laws of descent and distribution or as otherwise permitted by the Board of Directors ("Board") from time to time. The Restricted Stock Units shall be exercisable, subject to the terms of the Plan, only by the Participant, the Participant's estate or beneficiary, the guardian or legal representative of the Participant, or any person to whom such option is transferred pursuant to this Section 7, it being understood that the term "Participant" includes such guardian, legal representative and other permitted transferee.

9. **SUCCESSORS, ASSIGNS AND TRANSFEREES.** This Schedule shall be binding upon, and inure to the benefit of, the parties hereto and each of their respective successors, assigns and permitted transferees (including, upon the death of the Participant, the Participant's estate).

10. **ADMINISTRATION.** The authority to manage and control the operation and administration of this Schedule shall be vested in the Board, and the Board shall have all powers with respect to this Schedule as it has with respect to the Plan; provided that nothing herein or in the Plan shall prevent or limit the Participant from contesting any interpretation or determination made by the Board; and provided, further, that notwithstanding the stated authority of the Board under the Plan, the terms "Cause," "Good Reason," "Disability" and "Change in Control" shall be determined pursuant to the Employment Agreement and not pursuant to this Schedule, and the interpretation of such terms pursuant to the Employment Agreement shall be final, binding and conclusive for purposes of this Schedule.

11. **INCORPORATION OF PLAN.** Subject to the limitations contained in this Schedule, all terms and conditions of the Plan are incorporated herein and made part hereof as if stated herein. The Participant may obtain a copy of the Plan from the Director of Human Resources of the Company.

12. **NOT AN EMPLOYMENT CONTRACT.** Neither this Schedule nor any RSUs shall confer on the Participant any right with respect to continuance of employment or other service with the Company or any Subsidiary, nor shall they interfere in any way with any right the Company or any Subsidiary would otherwise have to terminate or modify the terms of the Participant's employment or other service (subject to the terms of the Employment Agreement) at any time.

13. **INTEGRATION.** This Schedule and the other documents referred to herein, including without limitation the Plan and the Employment Agreement, or delivered pursuant hereto, which form a part hereof contain the entire understanding of the parties with respect to their subject matter. There are no restrictions, agreements, promises, representations, warranties, covenants or undertakings with respect to the subject matter hereof other than those expressly set forth herein. This Schedule, including without limitation the Plan, supersedes all prior agreements and understandings between the parties with respect to its subject matter.

14. **COUNTERPARTS.** This Schedule may be executed in two or more counterparts, each of which shall be deemed an original, but which together constitute one and the same instrument. Notwithstanding the foregoing, any duly authorized officer of the Company may execute this Schedule by providing an appropriate facsimile signature and any counterpart or amendment hereto containing such facsimile signature shall for all purposes be deemed an original instrument duly executed by the Company.

15. **MODIFICATION; WAIVER.** No provision of this Schedule may be amended, modified, or waived unless such amendment or modification is agreed to in writing and signed by the Participant and by a duly authorized officer of the Company, and such waiver is set forth in writing and signed by the party to be charged. No waiver by either party hereto at any time of any breach by the other party hereto of any condition or provision of this Schedule to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

IN WITNESS WHEREOF, the Participant has executed this Schedule on the Participant's own behalf, thereby representing that the Participant has carefully read and understands this Schedule and the Plan as of the day and year first written above, and the Company has caused this Schedule to be executed in its name and on its behalf, all as of the date first written above.

AGREED AND ACCEPTED THIS DATE OF **May 1, 2013** AT OAKLAND, CALIFORNIA:

COMPANY: _____

EMPLOYEE: _____

s/ Tian Q. Chen

s/ Rex Yuen

Company: **Oro East Mining, Inc.**
Print Name: Tian Q. Chen
Print Title: Chief Executive Officer

Print Name: Rex Yuen

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)**

I, Tian Q. Chen, certify that:

1. I have reviewed this Form 10-Q for the period ended March 31, 2013 of Oro East Mining, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. I have disclosed, based on my most recent evaluation of internal control over financial reporting, to the registrant's auditors and the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 10, 2013

/s/ Tian Q. Chen

Tian Q. Chen

Chief Executive Officer

(Principal Executive Officer)

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)**

I, Rex Yuen, certify that:

1. I have reviewed this Form 10-Q for the period ended March 31, 2013 of Oro East Mining, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. I have disclosed, based on my most recent evaluation of internal control over financial reporting, to the registrant's auditors and the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 10, 2013

/s/ Rex Yuen

Rex Yuen
Chief Financial Officer
(Principal Financial Officer)

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002**

The undersigned, Tian Q. Chen, Chairman of the Board of Directors and Chief Executive Officer, of ORO EAST MINING, INC. (the "Company"), HEREBY CERTIFY that:

1. The Company's Quarterly Report on Form 10-Q for the period ended March 31, 2013 (the "Report"), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. Information contained in the Report fairly presents, in all material respects, the financial condition and results of operation of the Company.

IN WITNESS WHEREOF, each of the undersigned has executed this statement this May 10, 2013.

/s/ Tian Q. Chen

Tian Q. Chen
Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002**

The undersigned, Rex Yuen, Chief Financial Officer, of ORO EAST MINING, INC. (the "Company"), HEREBY CERTIFY that:

1. The Company's Quarterly Report on Form 10-Q for the period ended March 31, 2013 (the "Report"), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. Information contained in the Report fairly presents, in all material respects, the financial condition and results of operation of the Company.

IN WITNESS WHEREOF, each of the undersigned has executed this statement this May 10, 2013.

/s/ Rex Yuen

Rex Yuen
Chief Financial Officer
(Principal Financial Officer)