MINERAL CLAIM PURCHASE AGREEMENT

THIS AGREEMENT is made as of September 9, 2011 and is

BETWEEN:

EASTFIELD RESOURCES LTD., a British Columbia company having an address at Suite 110 – 325 Howe Street, Vancouver, BC V6C 1Z7

("Eastfield")

AND:

OROANDES RESOURCE CORP., a Canadian company having an address at 910 – 510 Burrard Street, Vancouver, BC V6C 3A8

("OroAndes")

BACKGROUND

A. Eastfield is the registered and beneficial owner of a 100% interest in the Property and the Claims included therein.

B. Previously, Eastfield granted an option to OroAndes to acquire a 60% interest in the Property pursuant to an agreement (the "Option Agreement") accepted by OroAndes on September 28, 2009.

C. Since the date of the Option Agreement, the Property was expanded to cover a total of 9,819 hectares, more particularly described in Schedule A hereto.

D. OroAndes now desires to acquire the entire interest of Eastfield in the Property and Eastfield is willing to sell, transfer and assign such interest to OroAndes.

E. The parties also wish to amend the Option Agreement to extend the date for the cash and share payments and exploration expenditures from September 21, 2011 to December 21, 2011.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained herein and for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties) the parties hereto covenant and agree each with the others as follows:

1. Interpretation

1.1 *Definitions.* In this Agreement the following words and terms having the following meanings:

"**Agreement**" means this agreement, including the recitals and the Schedules all as amended, supplemented or restated from time to time;

"**Claims**" means the claims set out in Schedule A to this Agreement;

"**Closing**" has the meaning given in Section 5.1 of this Agreement;

"**Closing Date**" means the date that is five business days after all consents and approvals required from the Exchange to the transactions contemplated by this Agreement have been obtained, or such other date as the parties may agree to in writing.

"**Exchange**" means the TSX Venture Exchange;

"**Option Agreement**" has the meaning given in background paragraph B;

"**Payment Shares**" has the meaning given in Section 3.3 of this Agreement;

"**Property**" means the Claims and the property subject to the Claims, including any renewals, extensions or replacements thereof, together with all other rights and mineral interests appurtenant or incidental thereto described in Schedule A hereto.

1.2 *Headings.* The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. References herein to Articles and Sections are to Articles and Sections of this Agreement.

1.3 *Extended Meanings.* In this Agreement words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

2. Representations and Warranties

2.1 *Representations and Warranties of Eastfield.* Eastfield represents and warrants to OroAndes as of the date of this Agreement and as of the Closing Date that:

(a) Eastfield is a company duly incorporated, organized and subsisting under the laws of British Columbia with the corporate power to own its assets and to carry on its business in the jurisdiction in which the Property is located;

(b) Eastfield has all necessary corporate power, authority and capacity to enter into this Agreement and to do all such acts and things as are required to be done, observed or performed by it, in accordance with the terms of this Agreement and Eastfield has taken all necessary action to authorize the execution, delivery and performance of this Agreement and to observe and perform the provisions thereof in accordance with its terms;

(c) the execution and delivery of this Agreement or any agreement contemplated herein and the completion of the transactions contemplated hereby will not violate, contravene, breach or offend against or result in any default or acceleration under, create any lien, charge or encumbrance or trigger any right of first refusal, right of purchase or other rights under any indenture, mortgage, lease, agreement, obligation, instrument, statute, regulation, order, judgment, decree, licence, permit or law to which Eastfield is a party or by which Eastfield is bound or affected;

(d) Eastfield is the sole registered and beneficial owner of the Property with a good and marketable title, free and clear of all liens, charges, encumbrances and any other rights of others and has the exclusive right and legal power, authority and capacity to dispose of the Property as provided in this Agreement;

(e) the Property is properly and accurately described in Schedule A hereto and (i) has been duly and properly located and recorded in accordance with laws in effect in the jurisdiction in which the Property is located; and (ii) is in good standing under the laws of the jurisdiction in which the Property is located and no taxes, surcharges, levies, or other government fees or charges are due or payable with respect to the Property;

(f) Eastfield is not a party to or bound by any contract or commitment to pay any royalty, licence fee or management fee pertaining to the Property or other interest whatsoever in production or profits from the Property or any portion thereof other than in accordance with this Agreement;

(g) Eastfield has not received any notice of, nor is Eastfield aware of, any non compliance with any applicable environmental and hazardous substance laws with respect to the Property nor any actions, suits, or proceedings pending or threatened against or adversely affecting, or which could adversely affect, the Property or the ownership thereof; and

(h) Eastfield is not a non-resident of Canada for the purposes of Section 116 of the Income Tax Act (Canada).

2.2 *Representations and Warranties of OroAndes.* OroAndes represents and warrants to Eastfield as of the date of this Agreement and as of the Closing Date that:

(a) OroAndes is a company duly incorporated, organized and subsisting under the laws of Canada with the corporate power to own its assets and to carry on its business as presently carried on;

(b) OroAndes has all necessary corporate power, authority and capacity to enter into this Agreement and to do all such acts and things as are required to be done, observed or performed by it, in accordance with the terms of this Agreement and OroAndes has taken all necessary action to authorize the execution, delivery and performance of this Agreement and to observe and perform the provisions thereof in accordance with its terms; and

(c) the execution and delivery of this Agreement or any agreement contemplated herein and the completion of the transactions contemplated hereby will not violate, contravene, breach or offend against or result in any default or acceleration under, create any lien, charge or encumbrance or trigger any right of first refusal, right of purchase or other rights under any indenture, mortgage, lease, agreement, obligation, instrument, statute, regulation, order, judgment, decree, licence, permit or law to which OroAndes is a party or by which OroAndes is bound or affected.

2.3 *Survival and Reliance.* The representations and warranties set out in this Section 2 have been relied on by the parties in entering into this Agreement and will survive the transactions provided for herein.

3. Purchase and Sale

3.1 *The Option Agreement.* The Option Agreement is terminated effective on Closing and on Closing the Option Agreement will be of no further force or effect.

3.2 *Amendment to Option Agreement.* For as long as the Option Agreement is still in effect, the definition of Second Anniversary Date shall be changed from September 21, 2011 to December 21, 2011. For greater certainty, OroAndes shall not be obligated to make the cash and share payments and incur the exploration expenditure set out in Section D) of the Option Agreement until December 21, 2011.

3.3 *Purchase and Sale.* Subject to payment in accordance with Section 3.2, Eastfield agrees to sell to OroAndes all legal and beneficial interest in and to the Property free and clear of all liens, charges, encumbrances and any other rights of others.

3.4 *Consideration.* As consideration for the Property OroAndes shall issue to Eastfield 20,000,000 common shares of OroAndes (the "Payment Shares") as they are constituted on the date hereof, as fully paid and non-assessable, free and clear of all liens, charges and encumbrances. In the event of a change in capitalization affecting the common shares of OroAndes prior to the issuance of the Payment Shares to Eastfield on Closing, such as a subdivision, consolidation or reclassification of the shares or other relevant changes in shares, including any adjustment arising from a merger, acquisition or plan of arrangement, such proportionate adjustments, if any, appropriate to reflect such change shall be made with respect to the number of shares to be issued to Eastfield pursuant to Section 3.3.

3.5 *Acknowledgements.* Eastfield acknowledges and agrees that as the issuance of the Payment Shares to Eastfield is being completed pursuant to exemptions from the requirements to provide Eastfield with a prospectus and to sell the securities issuable pursuant to this Agreement through a person registered to sell securities under applicable securities legislation:

(a) certain protections, rights and remedies provided by applicable securities legislation, including statutory rights of rescission or damages, shall not be available to Eastfield and Eastfield may not receive information that Eastfield would be entitled to under applicable securities legislation if no prospectus exemption was available;

(b) OroAndes is relieved of certain obligations which would otherwise apply under applicable securities legislation;

(c) various filings must be completed and disclosures made to the securities regulatory authorities having jurisdiction over the securities of OroAndes and to the Exchange;

(d) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Payment Shares to be issued herein; and

(e) there is no government or other insurance covering the Payment Shares to be issued herein.

3.6 *Distribution by Eastfield of the Payment Shares.* Eastfield further acknowledges that the Payment Shares will be subject to a hold period of four months and a day imposed by applicable securities legislation and covenants and agrees that forthwith upon expiration of such hold period it will distribute the Payment Shares to the holders of its common shares, pro-rata in accordance with the number of common shares of Eastfield held by each of them.

4. Conditions Precedent

4.1 *Exchange Approval.* It is a condition precedent to the completion of the sale of the Property by Eastfield to OroAndes that all consents and approvals required from the Exchange have been obtained.

5. Closing

5.1 *Closing.* The closing (the "Closing") of the sale and purchase of the Property shall take place at 10 a.m. on the Closing Date at the offices of the solicitors for OroAndes at Suite 1810, 1111 West Georgia Street, Vancouver, BC.

5.2 *Closing Deliveries.* At the Closing, Eastfield shall deliver to OroAndes all documents required to transfer the legal and beneficial ownership of the Property to OroAndes free and clear of all liens, charges and encumbrances and any other rights of others, in form and substance satisfactory to OroAndes and its counsel acting reasonably, in exchange for delivery by OroAndes to Eastfield of share certificates for the Payment Shares.

6. Termination

6.1 *Termination.* This Agreement may be terminated:

(a) by the mutual consent of the parties in writing,

(b) by either party by notice in writing to the other if the sale and purchase of the Property does not complete by December 31, 2011, or

(c) by either party if the other is in breach of its obligations hereunder.

7. General Provisions

7.1 *No Partnership.* This Agreement shall not be construed as creating a partnership, joint venture or agency relationship or as granting a franchise.

7.2 *Entire Agreement.* This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes any and all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof except as specifically set forth herein and therein.

7.3 *Waiver.* The failure of a party in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any right or privilege arising under it shall not preclude it from requiring by reasonable notice that any other party duly perform its obligations or preclude it from exercising such a right or privilege under reasonable circumstances, nor shall waiver in any one instance of a breach be construed as an amendment of this Agreement or waiver of any later breach.

7.4 *Assignment.* This Agreement shall be binding on the parties and their respective successors and permitted assigns. The rights, duties and obligations of each of the parties under this Agreement may not be assigned in whole or in part by operation of law or otherwise without the prior express written consent of the other party.

7.5 *Time.* Time shall be of the essence of this Agreement.

7.6 *Amendment.* This Agreement may be amended or varied only by agreement in writing signed by each of the parties. Unless the context otherwise so requires, a reference to this Agreement shall include a reference to this Agreement as amended or varied from time to time.

7.7 *Severability.* If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

7.8 *Governing Law.* This Agreement shall be governed by and interpreted in accordance with the laws from time to time in force in British Columbia and the laws of Canada applicable thereto.

7.9 *Counterparts.* This Agreement may be executed by facsimile and in as many counterparts as are necessary and shall be binding on each party when each party hereto has signed and delivered one such counterpart. When a counterpart of this Agreement has been executed by each party, all counterparts together shall constitute one agreement.

IN WITNESS WHEREOF this Agreement has been duly executed by the respective parties hereto effective as of the date first above written.

Eastfield Resources Ltd.

By: **ORIGINAL SIGNED**

Authorized Signatory

Print Name; Title

OroAndes Resource Corp.

By: **ORIGINAL SIGNED**

Authorized Signatory

Print Name; Title

SCHEDULE A

THE PROPERTY

The Claims included in the Property are all located in the Omineca Mining Division of British Columbia and are as follows:

Claim Name	Record #	Area (Hectares)	Expiry Date
Km 26	596283	466	18-Dec-2012
Km 26 A	597290	466	10-Jan-2012
Km 26 (B)	597796	447	19-Jan-2012
Km 26 (C)	597970	465	25-Jan-2012
Km 26 D	599927	466	24-Feb-2012
Km 26 (D)	637783	465	21-Sep-2012
Km 26 (D)	649203	466	08-Oct-2012
Km 26 (E)	707057	373	24-Feb-2012
Km 26 (F)	753322	447	20-Apr-2012
Km 26 (G)	753402	354	20-Apr-2012
Km 26 (H)	753422	447	20-Apr-2012
Km 17	811482	466	09-Jul-2012
Km 16	811762	317	09-Jul-2012
Kilometre 26 I	842953	466	Jan 13, 2012
Km J	842955	466	Jan 13, 2012
Km 26-K	842963	466	Jan 13, 2012
Km 26-L	842968	466	Jan 13, 2012
Km 26 M	842969	465	Jan 13, 2012
N	843012	466	Jan 14, 2012
Km 26-O	843342	466	Jan 17, 2012
Km 26-P	843343	466	Jan 17, 2012
Km 26-Q	843344	447	Jan 17, 2012
Total		**9,819**	