

AMENDMENT TO ARRANGEMENT AGREEMENT

THIS AGREEMENT is made as of the 3rd day of January, 2012.

AMONG

DIZUN HOLDINGS LIMITED, a company existing under the *Business Corporations Act* (British Columbia) with an executive office at Suite 1820 Cathedral Place, 925 West Georgia Street, Vancouver, B.C. V6C 3L2

("Dizun")

AND

DIZUN INTERNATIONAL ENTERPRISES INC., a company existing under the *Business Corporations Act* (British Columbia) with an executive office at Suite 1820 Cathedral Place, 925 West Georgia Street, Vancouver, B.C. V6C 3L2

("New Dizun")

AND

GORILLA RESOURCES CORP., a company existing under the *Business Corporations Act* (British Columbia), with an executive office at Suite 1820 Cathedral Place, 925 West Georgia Street, Vancouver, B.C. V6C 3L2

("Gorilla")

(the parties collectively, the "**Parties**")

WHEREAS:

- A. The Parties entered into an arrangement agreement dated November 30, 2011 (the "**Arrangement Agreement**") for the completion of a statutory arrangement under the provisions of the *Business Corporations Act* (British Columbia), on the terms and conditions of the Plan of Arrangement therein.
- B. The Parties wish to amend certain provisions of the Arrangement Agreement and the Plan of Arrangement, as set out herein.
- C. Terms not defined in this Agreement shall have the meaning assigned to them in the Arrangement Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants, terms, conditions and agreement contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. **Agreement to Amend.** Pursuant to Article 6.1 of the Arrangement Agreement, the Parties hereby agree to amend certain provisions of the Arrangement Agreement and Plan of

Arrangement as specified herein. The remainder of the Arrangement Agreement and Plan of Arrangement shall remain in full force and effect.

2. **Arrangement Agreement Amendments.** Certain provisions of the Arrangement Agreement are hereby amended as follows:

(a) Article 3.1(b) is replaced in its entirety by the following:

“Capitalization. Gorilla is authorized to issue an unlimited number of Gorilla Shares without par value. As at January 3, 2012, there were 11,872,480 Gorilla Shares outstanding. All outstanding Gorilla Shares have been duly authorized and are validly issued and outstanding as fully paid and non-assessable, free of pre-emptive rights.”

(b) Article 3.2(b) is replaced in its entirety by the following:

“Capitalization. New Dizun is authorized to issue an unlimited number of New Dizun Shares without par value and an unlimited number of New Dizun Preferred Shares without par value. As at January 3, 2012, there was 1 New Dizun Common Share outstanding. New Dizun has no options, warrants or other rights, agreements or commitments of any character whatsoever convertible into, or exchangeable or exercisable for or otherwise requiring the issuance, sale or transfer by New Dizun of any New Dizun Shares or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire any New Dizun Shares, other than pursuant to the Arrangement. All outstanding New Dizun Shares have been authorized and are validly issued and outstanding as fully paid and non-assessable, free of pre-emptive rights.”

(c) Article 3.3(b) is replaced in its entirety by the following:

“Capitalization. Dizun is authorized to issue an unlimited number of Dizun Shares without par value. As at January 3, 2012, there were 10,105,880 Dizun Shares outstanding, including a total of 105,880 Dizun Shares issued by way of a private placement at \$0.17 per share (the **“Dizun Private Placement Shares”**) prior to the Effective Date. Dizun has no options, warrants or other rights, agreements or commitments of any character whatsoever convertible into, or exchangeable or exercisable for or otherwise requiring the issuance, sale or transfer by Dizun of any Dizun Shares or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire any Dizun Shares. All outstanding Dizun Shares have been authorized and are validly issued and outstanding as fully paid and non-assessable, free of pre-emptive rights.”

3. **Plan of Arrangement Amendments.** The Plan of Arrangement is hereby amended as follows:

(a) Article 2.3 is replaced in its entirety by the following:

“2.3 Procedure

On the Effective Date, the following shall occur and be deemed to occur in the following order without any further act or formality:

- (1) New Dizun shall issue 1,500,000 New Dizun Shares, fully paid and non-assessable, to Gorilla (the "**New Dizun Distribution**") in exchange for \$1.00 and one Gorilla Share;
- (2) Gorilla shall transfer the New Dizun Distribution to the Gorilla Shareholders as follows:
 - (a) to the Gorilla Shareholders listed in Schedule B attached hereto (the "**Philanthropic Gorilla Shareholders**"), the number of New Dizun Shares specified therein (the "**Philanthropic Shares**"); and
 - (b) the balance of the New Dizun Distribution Shares shall be distributed to all other Gorilla Shareholders, pro rata based on their respective holdings of Gorilla Shares as at the close of business one day prior to the Effective Date; and
- (3) Dizun and New Dizun shall execute a 1-for-1 share exchange, as follows:
 - (a) on the Effective Date, each Dizun Shareholder thereof shall cease to be a Dizun Shareholder of such share, such Dizun Shareholder's name shall be deemed to be removed from the central securities register of Dizun, and New Dizun shall be and be deemed to be the transferee of such Dizun Share (free of any claims or encumbrances) and shall be deemed to be entered in the central securities register of New Dizun as the New Dizun Shareholder thereof;
 - (b) the Dizun Shareholder thereof shall be deemed, without any further action on his or her part, to have executed and delivered any necessary transfer form, power of attorney or assignment required to transfer his or her Dizun Shares to New Dizun;
 - (c) each former Dizun Shareholder will be issued one New Dizun Share for every one Dizun Share once held,
 - (d) the certificates representing the Dizun Shares held by the former Dizun Shareholders will be deemed to have been cancelled subsequent to their transfer to New Dizun and will be replaced by a single share certificate registered in the name of New Dizun and New Dizun will be and will be deemed to be the lawful owner and transferee of all such Dizun Shares; thereafter, any director of New Dizun will be authorized to execute any such further documents and assurances as may be required by any transfer agent or depositary to fully effectuate the transfer and cancellations contemplated hereby; and
 - (e) certificates representing the New Dizun Shares will be delivered to each former Dizun Shareholder."

4. **Enurement and Assignment.** This Agreement shall enure to the benefit of the parties hereto and their respective successors and permitted assigns and shall be binding upon the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by any party hereto without the prior written consent of the other parties hereto.

5. **Governing Law and Jurisdiction.** This Agreement will be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein, without reference to its conflict of laws principles and the parties agree to submit to the jurisdiction of the courts of the Province of British Columbia regarding any claim or matter arising relating to this Agreement.
6. **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.
7. **Further Acts.** Each party will execute and deliver such further and other agreements, documents and instruments and take such further acts as are reasonably necessary or desirable to carry out the intent of this Agreement.
8. **Entire Agreement and Amendment.** This Agreement and the Arrangement Agreement set forth the entire agreement, and supersede and replace any and all prior agreements and discussions between the parties, whether written or oral, regarding the subject matter hereof. Amendments to this Agreement must be carried out in accordance with Article 6.1 of the Arrangement Agreement and Article 4 of the Plan of Arrangement.
9. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which together shall be deemed to constitute one and the same instrument. Electronic signatures or signatures executed and transmitted by facsimile or email shall be effective as original signatures.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement as of the date first written above.

GORILLA RESOURCES CORP.

Per: “Scott Sheldon”
Scott Sheldon, President

DIZUN HOLDINGS LIMITED

Per: “Susanna Leung”
Authorized Signatory

DIZUN INTERNATIONAL ENTERPRISES INC.

Per: “Susanna Leung”
Authorized Signatory