

AMENDMENT #2 TO ARRANGEMENT AGREEMENT

THIS AGREEMENT is made as of the 10th day of January, 2012 and effective as of December 30, 2011.

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**", and each party, a "**Party**")

WHEREAS:

- A. The Parties entered into an arrangement agreement dated November 30, 2011, as amended (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. 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. **Termination Amendment.** Effective December 30, 2011, Article 6.3 of the Arrangement Agreement is hereby amended and replaced in its entirety by the following:

“This Agreement may be terminated at any time prior to the Closing Date by the mutual written agreement of the parties hereto.”

3. **Waiver and Acknowledgement.** By executing this Amending Agreement, each Party acknowledges and agrees to be bound by the terms, conditions and covenants of the Arrangement Agreement as though this Amending Agreement were executed prior to December 31, 2011 and furthermore, such Party expressly waives automatic termination of the Arrangement Agreement on December 31, 2011 as was set forth in the pre-amended Article 6.3 of the Arrangement Agreement.
4. **Enurement and Assignment.** This Agreement shall enure to the benefit of the Parties and their respective successors and permitted assigns and shall be binding upon the Parties and their respective successors and permitted assigns. This Agreement may not be assigned by any Party without the prior written consent of the other Parties.
5. **Governing Law and Jurisdiction.** This Agreement shall 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 shall not be affected.
7. **Further Acts.** Each Party shall 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 shall 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.

[SIGNATURE PAGE FOLLOWS]

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