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No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF A PROPOSED ARRANGEMENT AMONG
DIZUN HOLDINGS LIMITED, DIZUN INTERNATIONAL ENTERPRISES INC.,
AND GORILLA RESOURCES CORP.

DIZUN HOLDINGS LIMITED

Petitioner

ORDER

BEFORE: THE HONOURABLE)
MADAM JUSTICE ADAIR)
)
)
)

WEDNESDAY THE 4th DAY
OF JANUARY, 212

UPON THE PETITION of DIZUN HOLDINGS LIMITED without notice coming on for hearing at Vancouver, British Columbia on the 4th day of January, 2012; AND UPON HEARING Penny Green, counsel for the Petitioner, Dizun Holdings Limited and Dizun International Enterprises Inc. and agent for counsel for Gorilla Resources Corp.; AND UPON READING the Petition filed January 4, 2012; AND UPON READING the Affidavit #1 of Susanna Leung, sworn January 4, 2012; AND UPON CONSIDERING the terms and conditions of the Plan of Arrangement, as amended (the "Plan of Arrangement") and of the transactions contemplated by the Plan of Arrangement, which is attached hereto as Schedule "A";

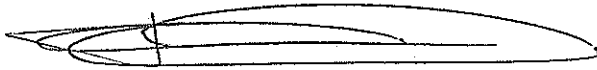
THIS COURT ORDERS THAT:

1. The Arrangement as provided for in the Plan of Arrangement be and hereby is approved pursuant to the provisions of Section 291(4)(a) of the *Business Corporations Act* (British Columbia), as amended.

2. The Arrangement shall be implemented in the manner set forth in the Plan of Arrangement and shall be binding on the Parties and their shareholders on the Effective Date as described in the Plan of Arrangement.
3. ~~The Petitioner shall be entitled to seek the advice and direction of this Court as to the implementation of this Order or to apply for such further Order or Orders as may be appropriate or to at any time seek leave to vary this order.~~

*Deleted by
EJMNIST.*

APPROVED AS TO FORM



Counsel for Petitioner Dizun Holdings Limited

Penny Green

Print Name

BY THE COURT



Registrar



EJMNIST.

Schedule A

PLAN OF ARRANGEMENT

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Plan of Arrangement, unless the context otherwise requires, the following words and phrases shall have the meanings hereinafter set out:

- (a) "**Arrangement**" means the arrangement under the provisions of Division 5 of Part 9 of the *BCA* on the terms and conditions set forth in this Plan of Arrangement;
- (b) "**Arrangement Agreement**" means the arrangement agreement between Gorilla, New Dizun, and Dizun, to which this Plan of Arrangement is attached as Schedule A;
- (c) "**BCA**" means the *Business Corporations Act* (British Columbia);
- (d) "**CNSX**" means the Canadian National Stock Exchange;
- (e) "**Court**" means the Supreme Court of British Columbia;
- (f) "**Dissent Rights**" means the right of the Dizun Shareholders to dissent to the Arrangement described in Article 3 of this Plan of Arrangement;
- (g) "**Dissenting Dizun Shareholder**" means a Dizun Shareholder who has duly exercised a Dissent Right pursuant to Article 3 of this Plan of Arrangement and who is ultimately entitled to be paid the fair value of the Dizun Shares held by such Dizun Shareholder;
- (h) "**Effective Date**" means the date on which the Arrangement becomes effective, which date shall be the Closing Date; ;
- (i) "**Order**" means the order of the Court pursuant to subsection 291 of the *BCA* approving the Arrangement, as such order may be amended at any time prior to the Effective Date or, if appealed, then unless such appeal is withdrawn or denied, as affirmed;
- (j) "**Dizun**" means Dizun Holdings Limited, a company governed by the *BCA*;
- (k) "**Dizun Shares**" means the common shares in the capital of Dizun;
- (l) "**New Dizun**" means Dizun International Enterprises Inc., a company governed by the *BCA*;
- (m) "**New Dizun Shares**" means the common shares in the capital of New Dizun;
- (n) "**New Dizun Shareholders**" means, at any time, the holders of New Dizun Shares at such time;
- (o) "**Dizun Record Date**" means the date established by Dizun for determining the Dizun Shareholders entitled to exercise Dissent Rights;
- (p) "**Dizun Shareholders**" means, at any time, the holders of Dizun Shares at such time;
- (q) "**Plan of Arrangement**" means this plan of arrangement, as may be amended, modified or supplemented from time to time in accordance herewith or by order of the Court;
- (r) "**Gorilla**" means Gorilla Resources Corp., a company governed by the *BCA*, the common shares of which are listed on the CNSX;
- (s) "**Gorilla Shares**" means the common shares in the capital of Gorilla;

- (t) **"Gorilla Shareholders"** means, at any time, the holders of Gorilla Shares at such time;
- (u) **"Registrar"** means the British Columbia Registrar of Companies;
- (v) **"Transfer Agent"** means Computershare Trust Company, the registrar and transfer agent for New Dizun.

1.2 Interpretation Not Affected by Headings

The division of this Plan of Arrangement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings herein are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Plan of Arrangement. The terms "this Plan of Arrangement", "hereof", "herein", "hereto", "hereunder", and similar expressions refer to this Plan of Arrangement and not to any particular article, section or other portion hereof and include any agreement, schedule or instrument supplementary or ancillary hereto.

1.3 Governing Law

This Plan of Arrangement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

1.4 Time of Essence

Time shall be of the essence of this Plan of Arrangement.

1.5 Currency

All references to money in this Plan of Arrangement are expressed in the lawful currency of Canada.

1.6 Number, Gender and Persons

In this Plan of Arrangement, unless the context otherwise requires, words importing the singular shall include the plural and vice versa, words importing the use of either gender shall include both genders and neuter, and the word person and all words importing persons shall include a natural person, firm, trust, partnership, association, corporation, joint venture, or government (including any Governmental Entity, political subdivision or instrumentality thereof) and any other entity of any kind or nature whatsoever.

ARTICLE 2 THE ARRANGEMENT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant to, and is subject to, the Arrangement Agreement as it may be amended in accordance with its terms or as directed by the Court.

2.2 Effective Date

The Plan of Arrangement shall become effective in accordance with its terms and be binding on the Dizun and New Dizun Shareholders on the Effective Date.

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; 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 depository 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.

2.4 Fractional Shares

No fractional shares shall be issued to the Gorilla Shareholders in connection with the foregoing procedure (after aggregating all fractional entitlements for a particular Gorilla Shareholder) and fractions shall be rounded down to the next nearest whole share.

2.5 Further Acts

Notwithstanding that the transactions or events set out in this Article 2 occur and shall be deemed to occur in the order herein set out without any further act or formality, each of Gorilla (but only at the expense of Dizun), New Dizun, and Dizun agree to make, do and execute or cause to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required by it in order to further document or evidence any of the transactions or events set out in this Article 2 including, without limitation, any resolutions of directors authorizing the issue, transfer or cancellation of shares, any share transfer powers evidencing the transfer of shares and any receipt therefor and any necessary additions to or deletions from share registers.

ARTICLE 3 RIGHTS OF DISSENT

3.1 Dizun Rights of Dissent

Dizun Shareholders registered as such on the Dizun Record Date may exercise rights of dissent pursuant to the provisions of Sections 237 to 247 of the *BCA*. Dissenting Dizun Shareholders are ultimately entitled to be paid fair value for their Dizun Shares and shall be deemed to have transferred their Dizun Shares to Dizun for cancellation immediately on the Effective Date and in no case shall Dizun be required to recognize such persons as holding Dizun Shares after the Effective Date.

Dizun Shareholders who do not duly exercise their Dissent Rights are not entitled to be paid fair value for their Dizun Shares and shall be deemed to have participated in the Arrangement on the same basis as a Dizun Shareholder who is not a Dissenting Dizun Shareholder and shall receive New Dizun Shares on the same basis as every other Dizun Shareholder as provided in this Plan of Arrangement.

ARTICLE 4 AMENDMENT

4.1 Documentation

Gorilla, New Dizun, and Dizun reserve the right to collectively amend, modify and/or supplement this Plan of Arrangement at any time and from time to time, provided that any such amendment, modification or supplement must be contained in a written document which is filed with the Court and, if made following the dates on which the Arrangement is approved by the Dizun Shareholders, then: (i) approved by the Court, and (ii) if the Court directs, approved by the Dizun Shareholders, and in any event communicated to the Dizun Shareholders, and in either case in the manner required by the Court.

4.2 Timing

Any amendment, modification or supplement to this Plan of Arrangement, if agreed to by the parties, may be made at any time and, if so proposed and accepted by the Dizun Shareholders, shall become part of this Plan of Arrangement for all purposes.

4.3 Consent

Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court shall be effective only if consented to by each of Gorilla, New Dizun, or Dizun, if the Court so directs.

ARTICLE 5 TERMINATION

5.1 Termination

Gorilla, Dizun, and New Dizun reserve the right to collectively determine not to proceed with this Plan of Arrangement, or to terminate this Plan of Arrangement, notwithstanding the prior approval thereof by the Dizun Shareholders, at any time prior to the granting of the Order. In addition to the foregoing, this Plan of Arrangement shall terminate automatically, without notice, immediately and be of no further force or effect upon the termination of the Arrangement Agreement in accordance with the terms thereof.

Schedule B

New Dizun Share Distribution to Gorilla Major Shareholders

	<i>Current No. of Gorilla Shares</i>	<i>No. of New Dizun Shares to be Issued</i>
Scott Sheldon	3,750,000	215,000
Don Sheldon	3,250,000	215,000
Mark Curry	2,500,000	215,000
David Sheldon	250,000	11,013
Megan Sheldon	250,000	10,000
Donald Gordon	204,539	40,000
LAB Capital Corp.	150,000	40,000
Thomas Bell	137,839	40,000
Patrick Lavin	123,072	40,000
Rod Malchow	100,000	40,000
Brian Murray	100,000	40,000
Total	10,815,450	906,013

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