

ARRANGEMENT AGREEMENT

THIS AGREEMENT is made as of the 30th day of April, 2012 (the “**Agreement Date**”).

AMONG

NOOR ENERGY CORPORATION, a company existing under the *Business Corporations Act* (British Columbia).

(“**Noor Energy**”)

AND

NOOR RESOURCES INC., a company existing under the *Business Corporations Act* (British Columbia).

(“**Noor Resources**”)

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**”)

WHEREAS:

- A. Noor Energy is a wholly owned subsidiary of Gorilla created solely for the purposes of this Agreement.
- B. Gorilla is a reporting issuer in one or more jurisdictions in Canada whose shares are listed for trading on the Canadian National Stock Exchange.
- C. In order for Noor Energy to become a reporting issuer, Gorilla, Noor Energy and Noor Resources (collectively, the “**Parties**”) propose to complete a statutory arrangement under the provisions of the *Business Corporations Act* (British Columbia) on the terms and conditions set forth in this Agreement and the plan of arrangement attached as Schedule A hereto.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do covenant and agree as follows:

ARTICLE 1
DEFINITIONS, INTERPRETATION AND SCHEDULES

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following words and terms shall have the following meanings:

- (a) **“Acquisition Shares”** means 180,000,000 common shares to be issued at an aggregate deemed price of approximately \$90,000,000 to acquire the Property;
- (b) **“Agreement”** means this arrangement agreement, together with the schedules attached hereto, as may be amended, modified or supplemented from time to time in accordance herewith;
- (c) **“Arrangement”** means the arrangement under the provisions of section 288 of the BCA on the terms and conditions set forth in the Plan of Arrangement, which shall include the exchange of each one Noor Resources Common Share outstanding for one Noor Energy Common Share;
- (d) **“Arrangement Resolution”** means the special resolution in respect to the Arrangement and other related matters to be considered at the meeting of Noor Resources Shareholders;
- (e) **“BCA”** means the *Business Corporations Act* (British Columbia);
- (f) **“Business Day”** means any day, other than a Saturday, a Sunday or a statutory holiday in Vancouver, British Columbia;
- (g) **“Closing Date”** means the closing date set forth in the final closing agenda in respect of the Arrangement, which date shall be agreed upon by the Parties;
- (h) **“CNSX”** means the Canadian National Stock Exchange;
- (i) **“Court”** means the Supreme Court of British Columbia;
- (j) **“Dividend”** means the 1,500,000 Noor Energy Shares to be dividended to the Gorilla Shareholders;
- (k) **“Dividend Date”** means the date on which the Dividend is issued to Gorilla Shareholders;
- (l) **“Effective Date”** means the date on which the Arrangement becomes effective under Part 9 of the BCA, which shall occur on the Closing Date set by the Parties;
- (m) **“Final Order”** means the order of the Court obtained in accordance with Part 9 of the BCA approving the Arrangement, as such order may be affirmed, amended or modified by any court of competent jurisdiction, or, if appealed, then unless such appeal is withdrawn or denied, as affirmed;
- (n) **“Financing”** means a financing to raise \$10,000,000 by selling 20,000,000 common shares at a price of \$0.50 per share by Noor Resources or Noor Energy;
- (o) **“Gorilla Shares”** means the common shares in the capital of Gorilla;
- (p) **“Gorilla Shareholders”** means, at any time, the holders of Gorilla Shares at such time;
- (q) **“Governmental Entity”** means any applicable (i) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal (judicial, quasi-judicial, administrative or quasi-

administrative), arbitral body, commission, board, bureau or agency, domestic or foreign, (ii) any subdivision, agency, commission, board or authority of any of the foregoing, or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority in respect of or for the account of any of the foregoing;

- (r) **“IFRS”** means International Financial Reporting Standards;
- (s) **“Interim Order”** means an interim order of the Court concerning the Arrangement in respect of Gorilla, containing declarations and directions with respect to the Arrangement and the holding of the meeting of Noor Resources Shareholders;
- (t) **“Laws”** means all laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, instruments, policies, notices, directions and judgments or other requirements of any Governmental Entity;
- (u) **“Noor Energy Shareholders”** means, at any time, the holders of Noor Energy Shares at such time;
- (v) **“Noor Energy Shares”** means the common shares in the capital of Noor Energy;
- (w) **“Noor Resources Shares”** means the common shares in the capital of Noor Resources;
- (x) **“Noor Resources Shareholders”** means, at any time, the holders of Noor Resources Shares at such time;
- (y) **“Parties”** means Gorilla, Noor Energy and Noor Resources collectively; and **“Party”** means any one of them;
- (z) **“Plan of Arrangement”** means the plan of arrangement substantially in the form and content attached as Schedule A hereto and any amendment thereto made in accordance with this Agreement;
- (aa) **“Private Placement Shares”** means a private placement of 20,000,000 common shares to be sold at a price of \$0.50 per common share by Noor Resources or Noor Energy;
- (bb) **“Property”** means an oil and gas property that is compliant with NI 51-101 to be acquired for an anticipated purchase price of \$10,000,000 in cash and the issuance of the Acquisition Shares;
- (cc) **“Registrar”** means the British Columbia Registrar of Companies;
- (dd) **“Securities Authorities”** means the British Columbia Securities Commission and the other securities regulatory authorities in the provinces and territories of Canada and the Securities and Exchange Commission of the United States of America, collectively;
- (ee) **“Taxes”** means all taxes, assessments, charges, dues, duties, rates, fees, imposts, levies and similar charges of any kind lawfully levied, assessed or imposed by any Governmental Entity, including, without limitation, all income taxes (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and all capital taxes, gross receipts taxes, environmental taxes, sales taxes, use taxes, ad valorem taxes, value added taxes, transfer taxes, franchise taxes, license taxes, withholding taxes, payroll taxes, employment taxes, Canada and Quebec Pension Plan premiums, employer health taxes, excise, severance, social security, workers' compensation, employment insurance or compensation taxes or premium, stamp taxes, occupation taxes, premium taxes, property taxes, windfall profits taxes, alternative or add-on minimum taxes, goods and services tax, customs duties or other taxes, fees, imports, assessments or charges of any kind whatsoever, together with any interest, fines and any penalties or

additional amounts imposed by any taxing authority (domestic or foreign) on such entity, and any interest, penalties, additional taxes and additions to tax imposed with respect to the foregoing or that may become payable in respect thereof; and liability for any of the foregoing as a transferee or successor, guarantor or surety or in a similar capacity under any contract, arrangement, agreement, understanding or commitment (whether written or oral);

- (ff) **“Tax Act”** means the *Income Tax Act* (Canada);
- (gg) **“Tax Returns”** means all returns, schedules, elections, forms, notices, declarations, reports, information returns and statements filed or required to be filed with any taxing authority relating to Taxes; and
- (hh) **“Termination Date”** means September 30, 2012 or such later date as may be agreed upon by the Parties.

In addition, words and phrases used herein and defined in the BCA shall have the same meaning herein as in the BCA unless the context otherwise requires.

1.2 Interpretation Not Affected by Headings

The division of this Agreement 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 Agreement. The terms “this Agreement”, “hereof”, “herein”, “hereto”, “hereunder”, and similar expressions refer to this Agreement and the schedules attached hereto and not to any particular article, section, or other portion hereof and include any agreement, schedule, or instrument supplementary or ancillary hereto or thereto.

1.3 Number, Gender and Persons

In this Agreement, 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.

1.4 Date for any Action

If the date on which any action is required to be taken hereunder by any Party is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.5 Entire Agreement

This Agreement, together with the agreements and documents herein and therein referred to, constitute the entire agreement among the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, among the Parties with respect to the subject matter hereof.

1.6 Statutory References

Any reference in this Agreement to a statute includes all regulations and rules made thereunder, all amendments to such statute or regulation in force from time to time and any statute or regulation that supplements or supersedes such statute or regulation.

1.7 Currency

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

1.8 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. To the extent permitted by applicable Law, the Parties waive any provision of Law which renders any provision of this Agreement or any part thereof invalid or unenforceable in any respect. The Parties shall engage in good faith negotiations to replace any provision hereof or any part thereof which is declared invalid or unenforceable with a valid and enforceable provision or part thereof, the economic effect of which approximates as much as possible the invalid or unenforceable provision or part thereof which it replaces.

1.9 Accounting Matters

Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under IFRS and all determinations of an accounting nature required to be made hereunder shall be made in a manner consistent with IFRS.

1.10 Schedules

The following schedules are attached hereto and incorporated into and form an integral part of this Agreement:

Schedule A – Plan of Arrangement

ARTICLE 2 THE ARRANGEMENT

2.1 Initial Court Proceeding

As soon as is reasonably practicable after the date of execution of this Agreement, and if deemed advisable, Noor Resources shall file with the Court, proceed with and diligently prosecute an application for an Interim Order providing for, among other things, the calling and holding of a meeting of Noor Resources Shareholders for the purpose of considering and, if deemed advisable, approving the Arrangement Resolution, if unanimous shareholder approval by Noor Resources is not expected to be obtained. Upon receipt of the Interim Order, Gorilla and Noor Energy will proceed to carry out the terms of the Interim Order as soon as practicable, to the extent applicable to Gorilla and Noor Energy.

2.2 Information Circular and Meeting

As promptly as practical following the execution of this Agreement and in compliance with any Interim Order, and the BCA, Gorilla shall, in accordance with applicable Laws:

- (a) prepare an information circular and cause such circular to be mailed to the Gorilla Shareholders and filed with applicable regulatory authorities and other governmental authorities in all jurisdictions where the same are required to be mailed and filed; and
- (b) convene a meeting of the Gorilla Shareholders.

2.3 Final Court Proceeding

Provided all necessary approvals for the Arrangement Resolution are obtained from the Noor Resources Shareholders, Noor Resources shall submit the Arrangement to the Court for approval and apply for the Final Order.

2.4 Arrangement Closing and Effective Date

Upon issuance by the Court of the Final Order and subject to the conditions precedent in Article 5, the Arrangement shall be carried out substantially on the terms set forth in the Plan of Arrangement, subject to such changes as may be mutually agreed to in writing by the Parties on the advice of their respective legal, tax, and financial advisors, whereupon the transactions comprising the Arrangement shall occur and shall be deemed to have occurred without any further act or formality in the order set out in the Plan of Arrangement. The Arrangement shall become effective on the Effective Date.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Gorilla and Noor Energy

Gorilla and Noor Energy hereby represent and warrant to Noor Resources, and hereby acknowledge that Noor Resources is relying upon such representations and warranties in connection with entering into this Agreement and agreeing to complete the Arrangement, as follows:

- (a) *Organization.* Each of Gorilla and Noor Energy has been incorporated, is validly subsisting, and has full corporate or legal power and authority to own its assets and to conduct its business as currently owned and conducted.
- (b) *Capitalization.* Gorilla and Noor Energy are each authorized to issue an unlimited number of common shares without par value. As of April 20, 2012, there were 11,972,481 Gorilla Shares and 100,000 Noor Energy Shares issued and outstanding as fully paid and non-assessable, free of pre-emptive rights. All outstanding Gorilla Shares and Noor Energy Shares have been duly authorized and are validly issued and outstanding as fully paid and non-assessable, free of pre-emptive rights. Noor Energy 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 Noor Energy of any Noor Energy Shares or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire any Noor Energy Shares, other than pursuant to the Arrangement and the Private Placement Shares if issued by Noor Energy, which issuance shall be completed on or before the Effective Date, and the Acquisition Shares, if issued by Noor Energy, which may or may not be issued prior to the Effective Date. Any Private Placement Shares and Acquisition Shares issued by Noor Energy will also be authorized, validly issued and outstanding as fully paid and non-assessable, free of pre-emptive rights.

- (c) *Power.* Gorilla and Noor Energy each has all necessary power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by it as contemplated by this Agreement, and to perform its obligations hereunder and under such other agreements and instruments. The execution and delivery of this Agreement by Gorilla and Noor Energy and the completion of the transactions contemplated by this Agreement have been authorized by the directors of Gorilla and of Noor Energy, and no other corporate proceedings on the part of Gorilla or Noor Energy are necessary to authorize this Agreement or to complete the transactions contemplated hereby.
- (d) *Reporting Status.* The Gorilla Shares are listed for trading on the CNSX and Gorilla is a reporting issuer, as such term is defined under applicable securities Laws, in the Provinces of British Columbia, Alberta and Ontario.
- (e) *No Cease Trade.* Neither Gorilla nor Noor Energy is subject to any cease trade or other order of any applicable stock exchange or Securities Authority and, to the knowledge of Gorilla and Noor Energy, no investigation or other proceeding involving either Gorilla or Noor Energy which may operate to prevent or restrict trading of any securities of Gorilla or Noor Energy is currently in progress or pending before any applicable stock exchange or Securities Authority.
- (f) *No Defaults.* Noor Resources has been provided with true and complete copies of all contracts, agreements, and licenses material to the conduct of the business of Noor Energy that if breached or in default would or could reasonably be expected to have an adverse effect on Noor Energy, or access thereto, and there are no current or pending negotiations with respect to the renewal, termination or amendment of any such material contracts, agreements or license.
- (g) *Financial Matters.* The audited interim balance sheets, statements of operations, statements of shareholders' equity, and statements of cash flows of Noor Energy to be delivered by Gorilla and Noor Energy to Noor Resources will be prepared in accordance with IFRS, consistently applied, and will fairly present in all material respects the financial condition of Noor Energy at the date indicated and the results of operations of Noor Energy for the periods covered and reflect adequate provision for the liabilities of Noor Energy in accordance with IFRS.
- (h) *Books and Records.* The corporate records and minute books of Noor Energy have been maintained substantially in accordance with all applicable Laws and are complete and accurate in all material respects, except where such incompleteness or inaccuracy would not have an adverse effect on Noor Energy. Financial books and records and accounts of Noor Energy in all material respects (i) have been maintained in accordance with good business practices, (ii) are stated in reasonable detail and accurately and fairly reflect the transactions and acquisitions and dispositions of assets of Noor Energy, and (iii) accurately and fairly reflect the basis for the financial statements of Noor Energy. Noor Energy has devised and maintains a system of internal accounting controls sufficient to provide reasonable assurances that, in all material respects: (a) transactions are executed in accordance with the general or specific authorization of the management of Noor Energy, and (b) transactions are recorded as necessary (i) to permit the preparation of financial statements in conformity with IFRS or any criteria applicable to such financial statements, and (ii) to maintain accountability for assets and liabilities.
- (i) *Litigation.* There are no actions, suits, proceedings, orders, investigations or claims pending or in progress or, to the knowledge of Noor Energy, threatened against or relating to Noor Energy or any of its properties or assets, at law or in equity.

- (j) *Compliance with Laws.* Noor Energy has complied with and is not in violation of any applicable Laws.
- (k) *No Broker's Commission.* Noor Energy has not entered into any agreement that would entitle any person to any valid claim against Noor Energy for a broker's commission, finder's fee or any like payment in respect of the Arrangement or any other matter contemplated by this Agreement.
- (l) *Arrangement Shares.* The Noor Energy Shares to be issued to the Gorilla Shareholders pursuant to the Arrangement will be issued as fully-paid and non-assessable, free of pre-emptive rights.
- (m) *Bankruptcy.* No dissolution, winding up, bankruptcy, liquidation or similar proceedings has been commenced or is pending or proposed in respect of Gorilla or Noor Energy.
- (n) *Free Trading Shares Upon Listing.* All Noor Energy Shares will be free-trading at the time of Noor Energy's listing on the CNSX, subject only to contractual stock restriction and lock-up agreements, substantially in the form set out in Schedule C hereto, entered into by all directors, officers and shareholders holding 5% or more of the issued and outstanding Noor Energy Shares.

3.2 Representations and Warranties of Noor Resources

Noor Resources hereby represents and warrants to Gorilla and Noor Energy, and hereby acknowledges that both Gorilla and Noor Energy are relying upon such representations and warranties in connection with entering into this Agreement and agreeing to complete the Arrangement, as follows:

- (a) *Organization.* Noor Resources has been incorporated, is validly subsisting and has full corporate or legal power and authority to own its assets and to conduct its business as currently owned and conducted.
- (b) *Capitalization.* Noor Resources is authorized to issue an unlimited number of Noor Resources Shares without par value. Noor Resources 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 Noor Resources of any Noor Resources Shares or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire any Noor Resources Shares, other than the Private Placement Shares if issued by Noor Resources, which issuance shall be completed on or before the Effective Date, and the Acquisition Shares, if issued by Noor Resources, which may or may not be issued prior to the Effective Date. All outstanding Noor Resources Shares have been authorized and are validly issued and outstanding as fully paid and non-assessable, free of pre-emptive rights. Any Private Placement Shares and Acquisition Shares issued by Noor Resources will also be authorized, validly issued and outstanding as fully paid and non-assessable, free of pre-emptive rights.
- (c) *Power.* Noor Resources has all necessary power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by Noor Resources as contemplated by this Agreement, and to perform its obligations hereunder and under such other agreements and instruments. The execution and delivery of this Agreement by Noor Resources and the completion by Noor Resources of the transactions contemplated by this Agreement have been authorized by the directors of Noor Resources and, subject to the approval by the Noor Resources Shareholders in the manner contemplated herein, no other corporate proceedings on the part of Noor

Resources are necessary to authorize this Agreement or to complete the transactions contemplated hereby.

- (d) *No Defaults.* Gorilla and Noor Energy have been provided with true and complete copies of all contracts, agreements, and licenses material to the conduct of the business of Noor Resources that if breached or in default would or could reasonably be expected to have a adverse effect on Noor Resources, or access thereto, and there are no current or pending negotiations with respect to the renewal, termination or amendment of any such material contracts, agreements or license.
- (e) *Litigation.* There are no actions, suits, proceedings, orders, investigations or claims pending or in progress or, to the knowledge of Noor Resources, threatened against or relating to Noor Resources or any of its properties or assets, at law or in equity.
- (f) *Tax Matters.* Noor Resources has duly and, in respect of Canada, timely in the prescribed manner made or prepared all Tax Returns required to be made or prepared by it, has duly and, in respect of Canada, timely filed all Tax Returns required to be filed by it with the appropriate Governmental Entity and has, in all material respects, completely and correctly reported all income and all other amounts or information to be reported thereon.
- (g) *Bankruptcy.* No dissolution, winding up, bankruptcy, liquidation or similar proceedings has been commenced or is pending or proposed in respect of Noor Resources.
- (h) *Compliance with Laws.* Noor Resources has complied with and is not in violation of any applicable Laws.
- (i) *Full Disclosure.* Noor Resources has made available to Gorilla and Noor Energy all material information, including financial, operational and other information and all such information as made available to Gorilla and Noor Energy is true and correct in all material respects and no material fact or facts have been omitted therefrom which would make such information misleading.
- (j) *No Broker's Commission.* Noor Resources has not entered into any agreement that would entitle any person to any valid claim against Noor Resources for a broker's commission, finder's fee or any like payment in respect of the Arrangement or any other matter contemplated by this Agreement.

3.3 Survival of Representations and Warranties

The representations and warranties contained in this Agreement be true and correct as of the date of execution of this Agreement, the Dividend Date and the Effective Date, and shall survive the Effective Date for a period of six months. Any investigation by Gorilla, Noor Energy and their advisors shall not mitigate, diminish or affect the representations and warranties of Noor Resources contained in this Agreement. Any investigation by Noor Resources and its advisors shall not mitigate, diminish or affect the representations and warranties of Gorilla and Noor Energy contained in this Agreement.

ARTICLE 4 COVENANTS

4.1 Covenants of Gorilla and Noor Energy

Gorilla and Noor Energy hereby covenant and agree with Noor Resources as follows:

- (a) *Filing to Effect Arrangement.* Gorilla and Noor Energy shall forthwith carry out the terms of the Interim Order and the Final Order, including calling a meeting of Gorilla Shareholders to approve the Arrangement Resolution, and, following the grant of the Final Order, cooperate fully with Noor Resources and take all further actions and steps necessary or required to complete the Arrangement.
- (b) *Copy of Documents.* Except for proxies and other non-substantive communications, Gorilla and Noor Energy shall furnish promptly to Noor Resources a copy of each notice, report, schedule, or other document or communication delivered, filed, or received by Gorilla or Noor Energy in connection with this Agreement, the Arrangement and any meeting of Gorilla Shareholders in respect of the Arrangement, any filings made under any applicable Laws and any dealings or communications with any Governmental Entity, Securities Authority or stock exchange in connection with, or in any way affecting, the transactions contemplated by this Agreement.
- (c) *Usual Business.* Other than in contemplation of or as required to give effect to the transactions contemplated by this Agreement, Gorilla and Noor Energy shall conduct the business of Noor Energy in the ordinary course and consistent with past practice.
- (d) *Satisfaction of Conditions.* Noor Energy shall use all commercially reasonable efforts to satisfy, or cause to be satisfied, all conditions precedent to its obligations to the extent that the same is within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable Laws to complete the transactions contemplated by this Agreement.
- (e) *Cooperation.* Noor Energy shall make, or cooperate as necessary in the making of, all necessary filings and applications under all applicable Laws required in connection with the transactions contemplated hereby and take all reasonable action necessary to be in compliance with such Laws.
- (f) *Representations.* Noor Energy and Gorilla shall continue to make available and cause to be made available to Noor Resources and its agents and advisors all documents, agreements, corporate records, and minute books as may be necessary to enable Noor Resources to effect a thorough examination of Gorilla and Noor Energy and the business and financial status of Noor Energy and shall cooperate with Noor Resources in securing access to any documents, agreements, corporate records or minute books not in the possession or under the control of Gorilla or Noor Energy.
- (g) *Closing Documents.* Gorilla and Noor Energy shall execute and deliver, or cause to be executed and delivered, at the closing of the transactions contemplated hereby such customary agreements, certificates, resolutions, opinions and other closing documents as may be required by Noor Resources, all in form satisfactory to Noor Resources, acting reasonably.

4.2 Covenants of Noor Resources

Noor Resources hereby covenants and agrees with Gorilla and Noor Energy as follows:

- (a) *Court Orders.* Subject to approval of the Arrangement by the Noor Energy Shareholders, Noor Resources shall forthwith file, proceed with, and diligently prosecute an application for the Interim Order and, following approval of the Arrangement Resolutions by the Gorilla Shareholders at a duly called meeting, the Final Order, which application shall be in a form and substance satisfactory to the Parties, acting reasonably.
- (b) *Copy of Documents.* Except for proxies and other non-substantive communications, Noor Resources shall furnish promptly to Gorilla and Noor Energy a copy of each notice, report, schedule, or other document or communication delivered, filed, or received by Noor Resources in connection with this Agreement, the Arrangement, the Interim Order, the Final Order, or any meeting at which the Noor Resources Shareholders are entitled to attend, any filings made under any applicable Law and any dealings or communications with any Governmental Entity, Securities Authority or stock exchange in connection with, or in any way affecting, the transactions contemplated by this Agreement.
- (c) *Usual Business.* Other than in contemplation of or as required to give effect to the transactions contemplated by this Agreement, Noor Resources shall conduct business only in, and not take any action except in, the ordinary course of business and consistent with past practice.
- (d) *Satisfaction of Conditions.* Noor Resources shall use all commercially reasonable efforts to satisfy, or cause to be satisfied, all conditions precedent to its obligations to the extent that the same is within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable Laws to complete the transactions contemplated by this Agreement.
- (e) *Cooperation.* Noor Resources shall make, or cooperate as necessary in the making of, all necessary filings and applications under all applicable Laws required in connection with the transactions contemplated hereby and take all reasonable action necessary to be in compliance with such Laws.
- (f) *Representations.* Noor Resources shall continue to make available and cause to be made available to Gorilla, Noor Energy and their respective agents and advisors all documents, agreements, corporate records and minute books as may be necessary to enable Gorilla and Noor Energy to effect a thorough examination of Noor Resources and the business and financial status thereof and shall cooperate with Gorilla and Noor Resources in securing access to any documents, agreements, corporate records or minute books not in the possession or under the control of Noor Resources.
- (g) *Closing Documents.* Noor Resources shall execute and deliver, or cause to be executed and delivered, at the closing of the transactions contemplated hereby such customary agreements, certificates, resolutions, opinions and other closing documents as may be required by the other Parties, all in form satisfactory to such other Parties, acting reasonably.

ARTICLE 5 CONDITIONS

5.1 Mutual Conditions

The respective obligations of Gorilla, Noor Energy, and Noor Resources to complete the transactions contemplated herein are subject to the fulfillment of the following conditions on or before the Effective Date or such other time as is specified below:

- (a) the Arrangement, with or without amendment, shall have been approved by the Gorilla Shareholders in accordance with the provisions of the BCA and the requirements of any applicable Securities Authority;
- (b) the Final Order shall have been granted in form and substance satisfactory to the Parties, acting reasonably, and shall not have been set aside or modified in a manner unacceptable to the Parties, acting reasonably, on appeal or otherwise;
- (c) this Agreement shall not have been terminated pursuant to Article 6 hereof;
- (d) as of the Closing Date, there will be no material adverse change in the business, results of operations, assets, liabilities, financial conditions or affairs of the other Parties, financial or otherwise, and there will have been no changes to the existing authorized or issued share capital of the other Party, unless otherwise set forth in this Agreement;
- (e) the representations and warranties of the other Parties shall be true and correct in all material respects when made and as at the Closing Date, with the same effect as if such representations and warranties had been made at, and as of, the Closing Date and each Party shall deliver a certificate dated as of the Closing Date to such effect; and
- (f) each of the Parties shall be satisfied in its sole and absolute discretion that the results of its tax, financial and legal due diligence investigation of the other Parties have not revealed any adverse material fact regarding such other Parties or the assets thereof.

The foregoing conditions are for the mutual benefit of the Parties and may be waived, in whole or in part, by a Party in writing at any time, insofar as the condition being waived is in favor of such Party. If any such conditions are not complied with or waived as aforesaid on or before the date required for the performance thereof, then any Party may terminate this Agreement by written notice to the other Parties in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by such rescinding Party.

5.2 Noor Energy Conditions

The obligations Noor Energy to complete the transactions contemplated herein are subject to the fulfillment of the following additional conditions at or before the Closing Date or such other time as is specified below:

- (a) Noor Resources shall have arranged for the acquisition of the Property on terms satisfactory to Noor Energy, acting reasonably, which acquisition shall be completed and the Acquisition Shares issued either before, on or after the Effective Date, as may be agreed to by the Parties in writing;
- (b) the Acquisition Shares shall be subject to a stock restriction and lock-up agreement of no less than 18 months and no more than 36 months on terms approved by the CNSX; however, it will be a term of the stock restriction and lock-up agreement that if Noor Energy's management determines that Noor Energy would qualify under the minimum listing requirements of the TSX Venture Exchange to list as a Tier 1 issuer, then the

terms of release from escrow applicable to any Acquisition Shares still held in escrow as of the date of such determination would be replaced with substantially the following:

6 months after the date of listing on the CNSX	release of 1/3 of the remaining restricted securities
12 months after the date of listing on the CNSX	release of 1/2 of the remaining restricted securities
18 months after the date of listing on the CNSX	release of all of the remaining restricted securities

- (c) the Financing into either Noor Resources or Noor Energy, as arranged for by Noor Resources, shall have been completed on or before the Closing Date;
- (d) Noor Resources shall have complied in all material respects with its covenants herein; and
- (e) the directors of Noor Resources shall have adopted all necessary resolutions and all other necessary consents, approvals and corporate actions shall have been taken or obtained by Noor Resources to permit the consummation of the Arrangement.

The foregoing conditions are for the benefit of Gorilla and Noor Energy and may be waived, in whole or in part, by Gorilla and Noor Energy in writing at any time. If any of such conditions shall not be complied with or waived by Gorilla and Noor Energy on or before the date required for the performance thereof, then Gorilla and Noor Energy may terminate this Agreement by written notice to Noor Resources in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by Gorilla and/or Noor Energy.

5.3 Noor Resources Conditions

The obligation of Noor Resources to complete the transactions contemplated herein is subject to the fulfillment of the following additional conditions at or before the Closing Date or such other time as is specified below:

- (a) all Noor Energy Shares will be free-trading at the time of Noor Energy's listing on the CNSX, subject only to contractual stock restriction and lock-up agreements, substantially in the form set out in Schedule C hereto, entered into by all directors, officers and shareholders holding 5% or more of the issued and outstanding Noor Energy Shares;
- (b) Noor Energy shall have complied in all material respects with their respective covenants herein; and
- (c) the directors of Noor Energy shall have adopted all necessary resolutions and all other necessary consents, approvals and corporate actions shall have been taken or obtained by Noor Energy to permit the consummation of the Arrangement.

The foregoing conditions are for the benefit of Noor Resources and may be waived, in whole or in part, by Noor Resources in writing at any time. If any of such conditions shall not be complied with or waived by Noor Resources on or before the date required for the performance thereof, then Noor Resources may terminate this Agreement by notice in writing Noor Energy in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by Noor Resources.

5.4 Notice and Cure Provisions

Each Party shall give prompt notice to the other Parties of the occurrence, or failure to occur, at any time from the date hereof until the Effective Date, of any event or state of facts which occurrence or failure would, would be likely to or could:

- (a) cause any of the representations or warranties of such Party contained herein to be untrue or inaccurate in any respect on the date hereof or on the Effective Date;
- (b) result in the failure to comply with or satisfy any covenant or agreement to be complied with or satisfied by such Party prior to the Effective Date; or
- (c) result in the failure to satisfy any of the conditions precedent in favor of the other Parties contained in sections 5.1, 5.2 or 5.3 hereof, as the case may be.

A Party may elect not to complete the transactions contemplated hereby as a result of failing to satisfy any one or more of the conditions contained in sections 5.1, 5.2 or 5.3 hereof, or exercise any termination right arising therefrom, provided, however, that promptly upon becoming aware of, and in any event prior to the Closing Date, the Party intending to rely thereon has delivered to the other Parties a written notice specifying in reasonable detail the breaches of covenants, the untruthfulness or the inaccuracy of representations and warranties or other matters (the "**Termination Notice**") which the delivering Party is asserting as the basis for the exercise of the termination right. Such termination right will not take effect until the beginning of the 16th day after delivery of the Termination Notice to the other Parties in order to allow the other Parties to cure the default (provided the default is reasonably susceptible to being cured), and such termination shall only occur if the default has not been cured by the end of the 15th day after delivery of the Termination Notice.

5.5 Merger of Conditions

The conditions set out in sections 5.1, 5.2 or 5.3 hereof shall be conclusively deemed to have been satisfied, waived or released upon the Effective Date and the depositing of an entered copy of the Final Order with the respective records offices of Noor Resources.

ARTICLE 6 AMENDMENT AND TERMINATION

6.1 Amendment

This Agreement, including the Plan of Arrangement and any of the other schedules, may, at any time and from time to time, be amended by mutual written agreement of the Parties without, subject to all applicable Laws, further notice to or authorization on the part of the Noor Resources Shareholders, provided that no such amendment reduces or materially adversely affects the consideration to be received by a Noor Resources Shareholder without prior approval by the Noor Resources Shareholders given in the same manner as required for the approval of the Arrangement Resolution or as may be ordered by the Court, and any such amendment may, without limitation:

- (a) change the time for performance of any of the obligations or actions of any of the Parties;
- (b) waive any inaccuracies in or modify any representation or warranty contained herein or in any document delivered pursuant hereto;
- (c) waive compliance with or modify any of the covenants contained herein and waive or modify the performance of any of the obligations of any of the Parties; and

(d) waive compliance with or modify any condition contained herein;

provided, however, that notwithstanding the foregoing, the terms of section 2.4 of the Plan of Arrangement shall not be amended without the approval of the Noor Resources Shareholders given in the same manner as required for the approval of the Arrangement or as may be ordered by the Court. This Agreement and the Plan of Arrangement may be amended in accordance with the Interim Order or the Final Order, but in the event that the terms of such order require any such amendment, the rights of the Parties under sections 5.1, 5.2, 5.3 and 5.4 and Article 6 hereof shall remain unaffected.

6.2 Mutual Understanding Regarding Amendments

The Parties mutually agree that if any Party proposes any other amendment or amendments to this Agreement or to the Plan of Arrangement, the other Parties shall act reasonably in considering such amendment and if the other Parties and their respective shareholders are not prejudiced by reason of any such amendment they shall co-operate in a reasonable fashion with the Party proposing the amendment so that such amendment can be effected subject to applicable Laws and the rights of the Gorilla Shareholders.

6.3 Termination

This Agreement may be terminated in accordance with section 5.4 or by mutual written agreement of the Parties at any time prior to the Effective Date, in each case without further action on the part of the Gorilla Shareholders. This Agreement will terminate automatically if the Arrangement has not been effected by the Termination Date. The right of any Party to terminate this Agreement shall be extinguished upon the occurrence of the Effective Date.

ARTICLE 7 GENERAL

7.1 Notices

Any notice, consent, waiver, direction or other communication aforesaid shall, if delivered, be deemed to have been given and received on the date on which it was delivered to the address provided herein (if a Business Day or, if not, then the next succeeding Business Day) and if sent by facsimile be deemed to have been given and received at the time of receipt (if a Business Day or, if not, then the next succeeding Business Day) unless actually received after 4:00 p.m. (Vancouver time) at the point of delivery in which case it shall be deemed to have been given and received on the next Business Day. The address for service of the Parties shall be as follows:

if to Gorilla or Noor Energy:

Suite 2000, 1177 West Hastings Street
Vancouver, British Columbia V6E 2K3
Fax: 604-602-4296
Attention: Donald Sheldon

if to Noor Resources Inc.:

Dofstr. 3 Schindellegi
CH-8834, Switzerland
Attention: Rene Fritschi

7.2 Remedies

The Parties acknowledge and agree that an award of money damages may be inadequate for any breach of this Agreement by any Party or its representatives and advisors and that such breach may cause the non-breaching Party irreparable harm. Accordingly, the Parties agree that, in the event of any such breach or threatened breach of this Agreement by one of the Parties, Gorilla or Noor Energy (if Noor Resources is the breaching Party) or Noor Resources (if Gorilla or Noor Energy is the breaching Party) shall be entitled, to be paid by the breaching Party, all out-of-pocket costs and expenses in connection with the Arrangement and the transactions contemplated by this Agreement and without the requirement of posting a bond or other security, to seek equitable relief, including injunctive relief and specific performance.

7.3 Public Announcements

The Parties agree to coordinate the public disclosure made by them with respect to the Arrangement. The Parties further agree that there shall be no public announcement or other disclosure with respect to the Arrangement or of the matters dealt with herein unless they have mutually agreed thereto or unless otherwise required by applicable Laws or the requirements of any stock exchange or any of the Securities Authorities, based on the advice of counsel, and if any Party is required to make a further public announcement with respect to the Arrangement, such Party shall provide as much notice to the other Parties as is reasonably possible, including the proposed text of the announcement.

7.4 Expenses and Consideration to be Paid by Noor Resources

The Parties agree that all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, including the expenses related to holding a special and/or extraordinary meeting, legal and accounting fees, printing costs, financial advisor fees and all disbursements by advisors, shall be paid by Noor Resources. In consideration for Gorilla entering into this Agreement, and in recognition of the risks that Noor Resources will not be able to complete the conditions precedent, Noor Resources agrees to deliver payment of a non-refundable fee in the amount of \$40,000 to Gorilla Minerals Corp., a wholly owned subsidiary of Gorilla (being \$50,000 less the \$10,000 advance paid by Noor Resources to Gorilla previously).

7.5 Time of the Essence

Time shall be of the essence of this Agreement.

7.6 Entire Agreement

This Agreement and the schedules hereto, together with the agreements and other documents herein or therein referred to, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof.

7.7 Further Assurances

Each Party shall, from time to time, and at all times hereafter, at the request of the other Parties, but without further consideration, do, or cause to be done, all such other acts and execute and deliver, or cause to be executed and delivered, all such further agreements, transfers, assurances, instruments or documents as shall be reasonably required in order to fully perform and carry out the terms and intent hereof including, without limitation, the Plan of Arrangement.

7.8 Governing Law

This Agreement shall be governed by and be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. Each Party hereby irrevocably attorns to the jurisdiction of the courts of the Province of British Columbia in respect of all matters arising under or in relation to this Agreement.

7.9 Enurement and Assignment

This Agreement shall enure to the benefit of and 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 each of the other Parties.

7.10 Severability

If any provision of this Agreement is determined to be void or unenforceable in whole or in part, it shall be deemed not to affect or impair the validity of any other provision of this Agreement and such void or unenforceable provision shall be severed from this Agreement.

7.11 Execution in Counterparts

This Agreement may be executed in one or more counterparts and delivered by facsimile or other form of electronic communication, each of which shall conclusively be deemed to be an original and all such counterparts collectively shall conclusively be deemed to be one and the same agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

GORILLA RESOURCES CORP.

Per: "Scott Sheldon"
Scott Sheldon, President

NOOR ENERGY CORPORATION

Per: "Scott Sheldon"
Authorized Signatory

NOOR RESOURCES INC.

Per: "Rene Fritsch"
Authorized Signatory

Schedule A

PLAN OF ARRANGEMENT

ARTICLE 1 INTERPRETATION

1.1 Definitions

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

- (a) **“Acquisition Shares”** means 180,000,000 common shares to be issued at an aggregate deemed price of approximately \$90,000,000 to acquire the Property;
- (b) **“Arrangement”** means the proposed arrangement involving Gorilla, Noor Energy, Noor Resources and the Gorilla Shareholders pursuant to the Arrangement Provisions on the terms and conditions set forth in this Plan of Arrangement as supplemented, modified or amended, and not to any particular article, section, or other portion hereof;
- (c) **“Arrangement Agreement”** means the arrangement agreement between Gorilla, Noor Energy, and Noor Resources, to which this Plan of Arrangement is attached as Schedule A;
- (d) **“Arrangement Provisions”** means Division 5 of Part 9 of the BCA;
- (e) **“Arrangement Resolution”** means the special resolution in respect of the Arrangement and other related matters to be considered at the meeting of Gorilla Shareholders;
- (f) **“BCA”** means the *Business Corporations Act* (British Columbia);
- (g) **“Business Day”** means
- (h) **“CNSX”** means the Canadian National Stock Exchange;
- (i) **“Court”** means the Supreme Court of British Columbia;
- (j) **“Dissent Rights”** means the right of the Noor Resources Shareholders to dissent to the Arrangement described in Article 3 of this Plan of Arrangement;
- (k) **“Dissenting Gorilla Shareholder”** means a Gorilla 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 Gorilla Shares held by such Gorilla Shareholder;
- (l) **“Dividend Shares”** means 1,500,000 Noor Energy Shares to be issued as a dividend to Gorilla Shareholders;
- (m) **“Dividend Date”** means the date on which the Dividend Shares are issued to Gorilla Shareholders;
- (n) **“Effective Date”** means the date on which the Arrangement becomes effective, which date shall be the Closing Date;
- (o) **“Final Order”** means the final order of the Court pursuant to the BCA approving the Arrangement, as such order may be affirmed, amended or modified by any court of competent jurisdiction;
- (p) **“Financing”** means a financing to raise \$10,000,000 by selling 20,000,000 common shares at a price of \$0.50 per share by Noor Resources or Noor Energy;

- (q) **“Gorilla”** means Gorilla Resources Corp., a company incorporated under the BCA, whose common shares are listed for trading on the CNSX;
- (r) **“Gorilla Shares”** means the common shares in the capital of Gorilla;
- (s) **“Gorilla Shareholders”** means, at any time, the holders of Gorilla Shares at such time;
- (t) **“Interim Order”** means any interim order of the Court concerning the Arrangement, containing declarations and directions with respect to the Arrangement and the holding of the meeting of Noor Resources Shareholders;
- (u) **“Noor Energy”** means Noor Energy Corporation, a private company incorporated under the BCA;
- (v) **“Noor Energy Shares”** means the common shares in the capital of Noor Energy;
- (w) **“Noor Energy Shareholders”** means, at any time, the holders of Noor Energy Shares at such time;
- (x) **“Noor Resources”** means Noor Resources Inc., a private company incorporated under the BCA;
- (y) **“Noor Resources Shares”** means the common shares in the capital of Noor Resources;
- (z) **“Noor Resources Shareholders”** means, at any time, the holders of Noor Resources Shares at such time;
- (aa) **“Noor Energy Record Date”** means the date established by Noor Energy for determining the Noor Energy Shareholders entitled to exercise Dissent Rights;
- (bb) **“Parties”** means Gorilla, Noor Energy and Noor Resources collectively; and **“Party”** means any one of them;
- (cc) **“Plan of Arrangement”** means this plan of arrangement, as may be amended, modified or supplemented from time to time in accordance with the terms hereof and of the Arrangement Agreement, or by order of the Court;
- (dd) **“Property”** means an oil and gas property that is compliant with NI 51-101 to be acquired for an anticipated purchase price of \$10,000,000 in cash and the issuance of the Acquisition Shares;
- (ee) **“Registrar”** means the British Columbia Registrar of Companies; and
- (ff) **“Transfer Agent”** means Computershare Investor Services Inc., the registrar and transfer agent for Noor Energy.

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 Article References

Unless the contrary intention appears, references in this Plan of Arrangement to an Article, section, subsection, paragraph or Schedule by number or letter or both refer to the Article, section, subsection, paragraph or Schedule, respectively, bearing that designation in this Plan

of Arrangement.

1.4 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.

1.5 Capitalized Terms

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Arrangement Agreement.

1.6 Date for Any Action

If any date on which any action is required to be taken hereunder by any of the Parties falls on a day that is not a Business Day, such action is required to be taken on the next succeeding day which is a Business Day.

1.7 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.

1.8 Currency

All references to currency in this Plan of Arrangement are to Canadian dollars.

ARTICLE 2 THE ARRANGEMENT

2.1 Arrangement Agreement and Effective Date

This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement as it may be amended and in accordance with the directions of the Court. The Arrangement as set forth in the Plan of Arrangement will become effective on the Effective Date in accordance with the terms thereof and hereof.

2.2 Conditions Precedent

The implementation of this Plan of Arrangement is expressly subject to the fulfillment and/or waiver by the Party or Parties entitled of the conditions precedent set out in the Arrangement Agreement.

2.3 Binding Nature

The Arrangement shall become final and conclusively binding on the Gorilla Shareholders, the Noor Energy Shareholders, the Noor Resources Shareholders and Noor Resources on the Effective Date.

2.4 Arrangement Procedure

On the Effective Date the following shall occur and be deemed to occur in the following chronological order without further act or formality, notwithstanding any other provisions hereof, but subject to the provisions of Article 3:

- (1) Noor Energy shall issue 1,500,000 Noor Energy Shares as fully paid and non-assessable, at an issue price of \$0.0001 per share, to Gorilla (the “**Noor Energy Distribution Shares**”), and Gorilla shall pay \$1.00 and issue one Gorilla Share to Noor Energy;
- (2) Gorilla shall distribute the 1,500,000 Noor Energy Distribution Shares to the Gorilla Shareholders and the distribution of the Noor Energy Distribution Shares shall be carried out by Gorilla as follows:
 - (a) the distribution on Gorilla shares held in registered form by the three largest registered Gorilla shareholders shall be reduced to 100,000 of the Distribution Shares per holder, subject to such three holders, on or before the date of the distribution, waiving their rights to receive a distribution that is proportionate to their respective registered shareholdings in Gorilla;
 - (b) the remaining 1,200,000 of the Noor Energy Distribution Shares shall be distributed pro rata on all other remaining Gorilla shares, excluding the registered shares of the three largest Gorilla shareholders who will receive fewer Noor Energy Distribution Shares as set out in paragraph (a) above (the “Distribution”);
- (3) on or before the Effective Date, Noor Resources shall arrange for the Financing, the acquisition of the Property and the issuance of the Acquisition Shares, to be completed by it or Noor Energy with such completion to occur either before, on or after the Effective Date, and to the extent completed by Noor Resources, any shares issued thereunder shall be exchanged in accordance with §2.4(4) hereof;
- (4) Noor Energy and Noor Resources shall execute a 1-for-1 share exchange, as follows:
 - (a) on the Effective Date, each Noor Resources Shareholder thereof shall cease to be a Noor Resources Shareholder of such share, such Noor Resources Shareholder’s name shall be deemed to be removed from the central securities register of Noor Resources, and Noor Energy shall be and be deemed to be the transferee of such Noor Resources Share (free of any claims or encumbrances) and shall be deemed to be entered in the central securities register of Noor Energy as the Noor Energy Shareholder thereof;
 - (b) the Noor Resources 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 Noor Resources Shares to Noor Energy;
 - (c) each former Noor Resources Shareholder will be issued one Noor Energy Share for every one Noor Resources Share once held,
 - (d) the certificates representing the Noor Resources Shares held by the former Noor Resources Shareholders will be deemed to have been cancelled subsequent to their transfer to Noor Energy and will be replaced by a single share certificate registered in the name of Noor Energy and Noor Energy will be and will be

deemed to be the lawful owner and transferee of all such Noor Resources Shares; thereafter, any director of Noor Energy 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) the certificates representing the Noor Energy Shares will be delivered to each former Noor Resources Shareholder.

All Noor Energy issued and outstanding shares will be free-trading at the time of Noor Energy's listing on the Exchange (the "Listing"), subject only to contractual lock up agreements to be signed by all directors, officers and 20% shareholders of Noor Energy.

2.5 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. Any Noor Energy Distribution Shares not distributed as a result of such rounding shall be dealt with as determined by the board of directors of Gorilla in its absolute discretion.

2.6 Valid Issuance of Shares

All shares issued pursuant to this Plan of Arrangement shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the BCA.

2.7 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 Noor Resources), Noor Energy, and Noor Resources 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.

2.8 Trades after the Share Distribution Record Date

Gorilla Shares traded after the Share Distribution Record Date shall not carry any right to receive a portion of the Noor Energy Distribution Shares.

ARTICLE 3 RIGHTS OF DISSENT

- 3.1 Notwithstanding Article 2 hereof, holders of Noor Resources Shares may exercise rights of dissent (the "**Dissent Right**") in connection with the Arrangement pursuant to the Interim Order, if any, and in the manner set forth in sections 237 to 247 and 301(5) of the BCA (collectively, the "**Dissent Procedures**").

- 3.2 Noor Resources Shareholders who duly exercise Dissent Rights with respect to their Noor Resources Shares (“**Dissenting Shares**”) and who:
- (a) are ultimately entitled to be paid fair value for their Dissenting Shares, shall be deemed to have transferred their Dissenting Shares to Noor Resources for cancellation immediately before the Effective Date; or
 - (b) for any reason are ultimately not entitled to be paid fair value for their Dissenting Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting Noor Resources Shareholder and shall receive Noor Energy Distribution Shares on the same basis as every other non-dissenting Gorilla Shareholder.
- 3.3 If a Noor Resources Shareholder exercises the Dissent Right, Noor Resources shall on the Effective Date set aside and shall not distribute that portion of the Noor Energy Distribution Shares that is attributable to the Noor Resources Shares for which the Dissent Right has been exercised. If the dissenting Noor Resources Shareholder is ultimately not entitled to be paid for their Dissenting Shares, Gorilla shall distribute to such Noor Resources Shareholder his, her or its pro-rata portion of the Noor Energy Distribution Shares. If a Noor Resources Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for their Dissenting Shares, then Noor Resources shall retain the portion of the Noor Energy Distribution Shares attributable to such Noor Resources Shareholder (the “**Non-Distributed Shares**”), and the Non-Distributed Shares shall be dealt with as determined by the board of directors of Noor Resources in its absolute discretion.

ARTICLE 4 AMENDMENT

4.1 Documentation

The Parties may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that each such amendment, modification and/or supplement must be:

- (a) set out in writing;
- (b) filed with the Court and, if made following the meeting of Gorilla Shareholders, approved by the Court; and
- (c) communicated to the Noor Resources Shareholders if and as required by the Court.

4.2 Timing

Any Party with the consent of the other Parties, may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time before the meeting of Gorilla Shareholders provided the amendment, modification or supplement is approved as part of the Arrangement Resolution; or, after any meeting of Noor Resources Shareholders and prior to the Effective Date with the approval of the Court, provided that it does not materially affect the rights of the Gorilla Shareholders.

4.3 Amendments After the Effective Date

Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date but shall only be effective if it is consented to by all of the Parties, provided that such amendment, modification or supplement concerns a matter which, in the reasonable opinion of the Parties, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of the Parties or any former Gorilla Shareholder, Noor Energy Shareholder or Noor Resources Shareholder, as the case may be.

ARTICLE 5 REFERENCE DATE AND TERMINATION

5.1 Reference Date

This Plan of Arrangement is dated for reference the date first written in the Arrangement Agreement.

5.2 Termination

At any time up until the time the Final Order is made, the Parties may mutually determine not to proceed with this Plan of Arrangement, or to terminate this Plan of Arrangement, notwithstanding any prior approvals given at any meeting of Noor Resources Shareholders. In addition to the foregoing, this Plan of Arrangement shall automatically, without notice, terminate immediately and be of no further force or effect, upon the termination of the Arrangement Agreement in accordance with its terms.