

Gorilla Resources Corp.

AND

CNRP Mining Inc.

SHARE EXCHANGE AGREEMENT

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SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT made as of the 30th day of April, 2012.

BETWEEN:

CNRP MINING INC., a corporation existing under the *Business Corporations Act* (British Columbia)

(hereinafter referred to as "**CNRP**")

AND:

GORILLA RESOURCES CORP., a corporation existing under the *Business Corporations Act* (British Columbia)

(hereinafter referred to as "**Gorilla**")

WHEREAS:

- A. Gorilla is, and will be at the time of closing of this Agreement, a reporting issuer under the securities laws of the Provinces of British Columbia, Alberta and Ontario and a company whose common shares are listed for trading on the CNSX;
- B. CNRP is a private company;
- C. Pursuant to a letter of intent dated April 5, 2012 between Gorilla and CNRP, Gorilla and CNRP intend to effect a business combination pursuant to which the business and assets of Gorilla (other than the Gorilla Properties (as defined herein)) are to be combined with those of CNRP in a reverse takeover of Gorilla by CNRP;
- D. The parties intend to effect the Acquisition (as defined herein) by way of share exchange, in accordance with the terms and conditions of this Agreement;
- E. The CNRP Shareholders will hold all of the issued and outstanding shares in the capital of CNRP (the "**CNRP Shares**") immediately prior to Closing (as defined below); and
- F. The CNRP Shareholders wish to exchange their CNRP Shares for Gorilla Shares (as herein defined) on the basis of one Gorilla Share for each CNRP Share, and on the terms and conditions hereinafter set forth;
- G. The Acquisition will constitute a "fundamental transaction" under the policies of the CNSX.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the premises and the respective covenants and agreements herein contained, the sufficiency of which both parties acknowledge, the parties hereto covenant and agree as follows:

PART 1 INTERPRETATION

Definitions

1.1 In this Agreement, including the recitals, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the following meanings:

- (a) **“Acquisition”** means the reverse takeover of Gorilla by CNRP pursuant to the terms and conditions of this Agreement;
- (b) **“Act”** means the *Business Corporations Act* (British Columbia), as amended, together with all regulations adopted thereunder;
- (c) **“Agreement”** means this Share Exchange Agreement;
- (d) **“Business Day”** means a day other than a Saturday, Sunday or statutory holiday in Vancouver, British Columbia or Toronto, Ontario;
- (e) **“Castle”** means Castle Resources Inc.;
- (f) **“Castle Transaction”** means the agreement between CNRP and Castle whereby CNRP will acquire all rights, title and interest to that certain option agreement executed between Castle and Stratabound whereby Castle can acquire up to a 70% interest in the New Brunswick based Elmtree Gold Property;
- (g) **“Closing”** means the completion of the transactions contemplated herein;
- (h) **“Closing Date”** means the day on which the conditions precedent in Part 5 are either satisfied or waived, or such other date as mutually agreed to by Gorilla and CNRP;
- (i) **“CNRP Shareholder Undertaking”** means the consent and undertaking of the CNRP Shareholders approving the Acquisition and the terms and conditions of this Agreement in the form set out in Schedule "A";
- (j) **“CNRP Shareholders”** means the holders of CNRP Shares;
- (k) **“CNSX”** means the Canadian National Stock Exchange;
- (l) **“Euro Pacific”** means Euro Pacific Canada Inc.;

- (m) **“Euro Pacific Financing”** means the brokered private placement of up to 3,000,000 CNRP Shares at a price of \$0.25 per CNRP Share for gross proceeds \$750,000 led by Euro Pacific;
- (n) **“Gorilla Arrangement”** means the arrangement of Gorilla to be effected in accordance with the arrangement agreement and plan of arrangement of Gorilla the form of which is attached hereto as Schedule “B” which, subject to approval by Gorilla shareholders at the Gorilla Shareholders’ Meeting, will divest Gorilla of the Gorilla Properties prior to completion of the Acquisition;
- (o) **“Gorilla Financial Statements”** means the audited financial statements for the fiscal year ended July 31,2011, and the unaudited combined interim financial statements for the six months ended January 31, 2012;
- (p) **“Gorilla Information Circular”** means the management information circular of Gorilla to be delivered to holders of Gorilla Shares in connection with the Gorilla Shareholders’ Meeting;
- (q) **“Gorilla Properties”** means all of Gorilla’s interest in the Wels property, including any liabilities arising therefrom, located in the Whitehorse Mining District of the Yukon Territory Canada and in the other properties and claims that are more particularly described in Schedule “C”.
- (r) **“Gorilla Shareholders’ Meeting”** means the special meeting of holders of Gorilla Shares to be held to consider and, if thought fit, approve the Acquisition and other transaction related matters as required by the Act, Gorilla’s Articles, CNSX policies and applicable securities laws;
- (s) **“Gorilla Shares”** means the common shares in the capital of Gorilla;
- (t) **“Governmental Entity”** means any government, parliament, legislature, regulatory authority, governmental department, agency, commission, board, tribunal, crown corporation, court or other law, rule or regulation making entity having jurisdiction or exercising executive, legislative, judicial, regulatory or administrative powers on behalf of any federation or nation, or any province, territory, state or other subdivision thereof or any municipality, district or other subdivision thereof;
- (u) **“Green Swan”** means Green Swan Capital Corp.;
- (v) **“Green Swan Transaction”** means the agreement between CNRP and Green Swan to acquire that certain option agreement executed between Green Swan and Melkior Resources Inc. whereby Green Swan can acquire a 70% interest in the mining areas commonly known as the Riverbank and Broke Back claims;

- (w) **“IFRS”** means International Financial Reporting Standards as issued by the IASB applicable to publicly accountable enterprises under applicable securities laws;
- (x) **“Laws”** means all statutes, codes, ordinance, regulations, statutory rules, published policies, published guidelines and terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity, and the term “applicable” with respect to such Laws, and in the context that refers to one or more Persons, means that such Laws apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Governmental Entity having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities (all references herein to a specific statute being deemed to include all applicable rules, regulations, rulings, orders and forms made or promulgated under such statute and the published policies and published guidelines of the Governmental Entity administering such statute) and shall include the published rules and policies of the CNSX;
- (y) **“material adverse effect”** when used in connection with an entity means any change, event, violation, inaccuracy, circumstance or effect that is materially adverse to the business, assets (including intangible assets), capitalization, financial condition or results of operations of such entity and its parent (if applicable) or Subsidiaries taken as a whole, whether or not arising in the ordinary course of business of such entity;
- (z) **“Person”** means and includes an individual, firm, sole proprietorship, partnership, joint venture, venture capital or hedge fund, association, unincorporated association, unincorporated syndicate, unincorporated organization, estate, group, trust, body corporate (including a limited liability company and an unlimited liability company), a trustee, executor, administrator or other legal representative, Governmental Entity, syndicate or other entity, whether or not having legal status;
- (aa) **“Public Record”** means, with respect to Gorilla, such documents, including but not limited to financial statements and material change reports, as Gorilla shall have been required to file in accordance with the continuous disclosure obligations of applicable securities laws;
- (bb) **“Shareholder Loan”** means the Gorilla shareholder loan owing to Don Sheldon for the aggregate amount of \$128,000;
- (cc) **“Sheldon Subscription”** means the conversion of \$28,000 of the Shareholder Loan into 112,000 Gorilla Shares to be issued to Don Sheldon as partial repayment of the Shareholder Loan;
- (dd) **“Stratabound”** means Stratabound Minerals Corp.;

- (ee) **“Stratabound Transaction”** means the agreement between CNRP and Stratabound whereby CNRP will acquire all of Stratabound’s rights, title and interest to (i) that certain option agreement executed between Castle and Stratabound whereby Castle can acquire up to a 70% interest in the New Brunswick based Elmtree Gold Property; and (ii) the New Brunswick based Elmtree Gold Property;
- (ff) **“Subsidiary”** means a subsidiary as defined in the Act;
- (gg) **“Taxes”** means income tax, capital tax, payroll taxes, employer health tax, workers’ compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto;
- (hh) **“Wettreich”** means Daniel Wettreich;
- (ii) **“Wettreich Acquisition”** means the acquisition of a total of 8,500,000 Gorilla Shares by Wettreich at \$0.01 per Gorilla Share for an aggregate purchase price of \$85,000 as follows: 2,948,218 from Don Sheldon, 3,331,069 from Scott Sheldon and 2,220,713 from Mark Curry for an aggregate purchase price of \$85,000; and
- (jj) **“Wettreich Financing”** means the non-brokered private placement of 18,199,000 CNRP Shares to Wettreich for aggregate gross proceeds of \$500,000.

Headings

1.2 The division of this Agreement into articles, sections, paragraphs and other subdivisions, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

Interpretation

1.3 In this Agreement, except where otherwise specified:

- (a) the terms “this Agreement”, “hereof”, “herein”, “hereunder” and similar expressions refer, unless otherwise specified, to this Agreement taken as a whole and not to any particular section, paragraph or clause;
- (b) words importing the singular number or masculine gender shall include the plural number or the feminine or neuter genders, and vice versa;
- (c) all references to Schedules refer, unless otherwise specified, to schedules to this Agreement;

- (d) unless otherwise stated, all references in this Agreement to \$ or dollar amounts are expressed in Canadian currency;
- (e) all references to sections refer, unless otherwise specified, to sections, paragraphs or clauses of this Agreement and reference to paragraphs or clauses refer to paragraphs in the same section as the reference or clauses in the same paragraph as the reference; and
- (f) words and terms denoting inclusiveness (such as “include” or “includes” or “including”), whether or not so stated, are not limited by and do not imply limitation of, their context or the words or phrases which precede or succeed them and the use of the word “including” shall be read as meaning “including without limitation”.

Governing Law and Jurisdiction

1.4 This Agreement and, unless otherwise specified therein, all other documents and instruments delivered in accordance with this Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia. The parties irrevocably submit to the jurisdiction of the courts of the Province of British Columbia.

Invalidity

1.5 Any provision hereof which is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof.

Date for Any Action

1.6 In the event that any date on which any action is required to be taken hereunder by any of the parties hereto is not a Business Day, such action shall be required to be taken on the next succeeding Business Day.

Entire Agreement

1.7 This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties with respect to the subject matter hereof and in particular, without limiting the generality of the foregoing, supersedes and replaces that letter of intent between the parties dated April 5, 2012.

Schedules

1.8 The following Schedules form part of this Agreement:

Schedule “A” – Form of CNRP Shareholder Undertaking

Schedule "B" – Gorilla Arrangement

Schedule "C" – Gorilla Properties

Schedule "D" – Gorilla Material Agreements

Schedule 3.1(e)

Schedule 3.1(h)

Schedule 4.1(b)

Knowledge

1.9 Where any matter is stated to be "to the knowledge" or "to the best of the knowledge" of Gorilla or words to like effect in this Agreement, it shall mean the actual knowledge of any of the senior officers of Gorilla after due and careful inquiry. Where any matter is stated to be "to the knowledge" or "to the best of the knowledge" of CNRP or words to like effect in this Agreement, it shall mean the actual knowledge of any of the senior officers of CNRP after due and careful inquiry.

PART 2 THE ACQUISITION

Purchase and Sale

2.1 Subject to the terms and conditions hereof and based upon the mutual representations, warranties, terms and conditions herein contained, at Closing, each CNRP Shareholder shall execute a copy of the CNRP Shareholder Undertaking and agree to assign, sell and transfer to Gorilla on the Closing Date all their right, title and interest in and to the CNRP Shares held by such CNRP Shareholder at Closing and Gorilla agrees to purchase from the CNRP Shareholders all of the CNRP Shares.

Purchase Consideration

2.2 The purchase price for the CNRP Shares will be paid by Gorilla on the Closing Date by the issuance to CNRP Shareholders of one Gorilla Share for each CNRP Share held by the CNRP Shareholders, at a deemed price per Gorilla Share of \$0.25.

Resale Restrictions

2.3 The Gorilla Shares issued pursuant to this Agreement will be issued in accordance with applicable Canadian securities Laws and will not be subject to a statutory imposed restriction on resale.

Closing Mechanics

2.4 At Closing, CNRP shall provide all the original issued share certificates representing the CNRP Shares for cancellation and Gorilla shall issue share certificates for the CNRP Shares being exchanged for Gorilla Shares. CNRP shall also provide all the original issued warrant certificates representing all the issued and outstanding warrants of CNRP for cancellation and Gorilla shall issue replacement warrant certificates for the CNRP warrants being exchanged for Gorilla warrants. At Closing the Parties shall deliver standard completion documentation including, but not limited to, legal opinions from legal counsel, officer's certificates, and certificates of good standing.

PART 3 REPRESENTATIONS AND WARRANTIES

Representations and Warranties of Gorilla

3.1 Gorilla hereby represents and warrants to CNRP and each of the CNRP Shareholders as follows and acknowledges that CNRP and each of the CNRP Shareholders are relying on such representations and warranties in connection with the transactions contemplated hereby, despite any investigation made by or on behalf of CNRP and each of the CNRP Shareholders:

- (a) Gorilla is duly organized and validly existing under the laws of the jurisdiction of its incorporation, and has the corporate power and authority to enter into this Agreement, to conduct its business and, subject to obtaining the requisite approvals contemplated hereby, to perform its obligations hereunder and all other acts which may be necessary to effect the Acquisition and the issuance of Gorilla Shares to the CNRP Shareholders in accordance with the terms of this Agreement;
- (b) the Gorilla Financial Statements provided to CNRP have been prepared in accordance with IFRS applied on a basis consistent with prior periods, are correct and complete and present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial position and condition of Gorilla as at the respective date of each Gorilla Financial Statement and the results of operations of Gorilla for the periods covered by the Gorilla Financial Statements. At the date of this Agreement, the aggregate liabilities of Gorilla, including the Shareholder Loan, shall not exceed \$150,000;
- (c) there are no material facts which exist, and there has been no material change in the capital, business, assets, liabilities, obligations (absolute, accrued, contingent or otherwise), operations, condition (financial or otherwise), results of operations, financial position, affairs or prospects of Gorilla since the date of the Gorilla Financial Statements, which have not been disclosed in the manner required by the securities Laws;

- (d) as of the date hereof, the authorized share capital of Gorilla consists of an unlimited number of common shares, of which 11,972,481 common shares and 400,000 stock options under Gorilla's incentive stock option plan are issued and outstanding. Except as set forth above, there are no securities of Gorilla outstanding and Gorilla has no other 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 Gorilla of any shares of Gorilla or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any shares of Gorilla, nor are there any outstanding stock appreciation rights, phantom equity or similar rights, agreements, arrangements or commitments based upon the book value, income or other attributes of Gorilla. All outstanding Gorilla Shares have been duly authorized and are validly issued, as fully paid and non-assessable and are not subject to, nor were they issued in violation of, any pre-emptive rights;
- (e) except as set forth in Schedule 3.1(e), none of the issued and outstanding Gorilla Shares are subject to escrow restrictions, pooling arrangements or voting trusts, whether voluntary or otherwise;
- (f) as of the date hereof, Gorilla has no outstanding liabilities or contingent liabilities other than as disclosed in its Public Record;
- (g) as of the effective date of the Acquisition, Gorilla will have obtained all necessary third party consents to transfer the Gorilla Properties as provided for under this Agreement;
- (h) Gorilla has no Subsidiaries, except any Subsidiary specifically created for the purpose of giving effect to the Gorilla Arrangement and except as set out in Schedule 3.1(h) does not own shares in any other entity;
- (i) except as set forth in the material agreements of Gorilla in Schedule "D" Gorilla has not entered into any employment or similar agreements with any Person;
- (j) Gorilla has the requisite corporate power and capacity to enter into this Agreement and to carry out its obligations hereunder, and the execution and delivery of this Agreement by Gorilla and the completion of the transactions contemplated herein: (i) does not and will not result in the breach of, or violate any term or provision of, the notice of articles or articles of Gorilla; (ii) does not and will not conflict with, result in the breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, instrument, licence, permit or authority to which Gorilla is a party or by which it is bound, which agreement, instrument, licence, permit or authority is material to Gorilla, or to which any material property of Gorilla is subject,

or result in the creation of any lien, charge or encumbrance upon any of the material assets of Gorilla, under any such agreement or instrument, or give to others any material interest or right with respect to Gorilla, including rights of purchase, termination, cancellation or acceleration, under any such agreement, instrument, licence, permit or authority; and (iii) does not and will not, as of the Closing Date, breach any provision of Law or administrative regulation or any judicial or administrative award, judgment or decree applicable to, and known (after due enquiry) to Gorilla, the breach of which would have a material adverse effect on Gorilla;

- (k) there are no actions, suits, proceedings or investigations commenced, or to the knowledge of Gorilla contemplated or threatened, against or affecting Gorilla at law or in equity before or by any court or any arbitrator, governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, of any kind nor, to the best of the knowledge of Gorilla, are there any existing facts or conditions which may reasonably be expected to be a proper basis for any actions, suits, proceedings or investigations which in any case would prevent or hinder the consummation of the transactions contemplated by this Agreement or which can reasonably be expected to have a material adverse effect on the business, operations, properties or assets, financial or otherwise, of Gorilla;
- (l) the execution and delivery of this Agreement and the completion of the transactions contemplated herein have been duly authorized by the board of directors of Gorilla, and this Agreement constitutes a valid and binding obligation of Gorilla enforceable against it in accordance with its terms and each of the execution and delivery of this Agreement, the performance by Gorilla of its obligations hereunder, the issue and sale of the Gorilla Shares hereunder and the consummation of the transactions contemplated in this Agreement, do not and will not to the knowledge of Gorilla:
 - (i) require the consent, approval, authorization, registration or qualification of or with any governmental authority, stock exchange, securities regulatory authority or other third party, except such as have been obtained;
 - (ii) result in a breach of or default under, nor create a state of facts which, after notice or lapse of time or both, would result in a breach of or default under, nor conflict with:
 - (A) any of the terms, conditions or provisions of the constating documents or resolutions of the shareholders, directors or any committee of directors of Gorilla or any material indenture, agreement or instrument to which Gorilla is a party or by which it is contractually bound; or

- (B) any statute, rule, regulation or law applicable to Gorilla, without limitation, applicable securities laws or any judgment, order or decree of any governmental body, agency or court having jurisdiction over Gorilla; or
 - (C) any material mortgage, note, indenture, contract, agreement (written or oral), instrument, lease or other document to which Gorilla is a party or by which Gorilla or a material portion of the assets of Gorilla are bound, or any judgment, decree, order, statute, rule or regulation applicable to any of them; and
- (iii) give rise to any lien, charge or claim in or with respect to the properties or assets now owned or hereafter acquired by Gorilla or the acceleration of or the maturity of any debt under any indenture, mortgage, lease, agreement or instrument binding or affecting it or any of its properties;
- (m) Gorilla is not in violation of its constating documents or in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, mortgage, loan agreement, note, lease or other agreement or instrument to which it is a party or by which it or its property may be bound;
- (n) the corporate records and minute books of Gorilla, all of which have been or will be made available to CNRP for review, contain complete and accurate minutes of all meetings of the directors and shareholders of Gorilla held since its formation and signed copies of all resolutions and by-laws duly passed or confirmed by the directors and shareholders of Gorilla, other than at a meeting, and all such meetings were duly called and held;
- (o) Gorilla is a “reporting issuer” as defined in the *Securities Act* (British Columbia), the *Securities Act* (Alberta) and the *Securities Act* (Ontario), and Gorilla’s name does not appear on a list of defaulting reporting issuers maintained by the British Columbia, Alberta or Ontario securities commissions. Gorilla is in compliance and up to date with all filings under applicable corporate and securities rules and regulations;
- (p) the issued and outstanding Gorilla Shares are listed for trading on the CNSX;
- (q) Gorilla has conducted and is conducting its business in all material respects in full compliance with all applicable Laws, rules and regulations;
- (r) Gorilla has conducted its prior transactions in all material respects in full compliance with all applicable Laws, rules and regulations;

- (s) the material agreements of Gorilla are as set out in Schedule "D" and there is no other material agreement of Gorilla that has not been disclosed to CNRP;
- (t) there are no agreements, covenants, undertakings, rights of first refusal or other commitments of Gorilla or any instruments binding on it or its properties:
 - (i) which would preclude Gorilla from entering into the transactions contemplated in this Agreement;
 - (ii) under which the transactions contemplated in this Agreement would have the effect of imposing restrictions or obligations on Gorilla greater than those imposed upon Gorilla prior to the transactions contemplated by this Agreement, which would give a third party as a result of the transactions contemplated in this Agreement the right to terminate any material agreement to which Gorilla is a party or to purchase any of Gorilla's assets; or
 - (iii) which would impose restrictions on the ability of Gorilla:
 - (A) to carry on any business which it might choose to carry on within any geographical area, subject to existing areas of mutual interest, if any, that may affect the ability of Gorilla to do so;
 - (B) to acquire property or dispose of its property and assets as an entirety;
 - (C) to pay any dividends, redeem shares or make other distributions to its shareholders;
 - (D) to borrow money or to mortgage and pledge its property as security therefor; or
 - (E) to change its corporate status;
- (u) the representations, warranties or statements of fact made in this section do not contain any untrue statement of a material fact or omit to state any material fact necessary to make any such warranty or representation not misleading to CNRP in seeking full information as to Gorilla and its assets, liabilities and business;
- (v) Gorilla has not retained nor will it retain any financial advisor, broker, agent or finder or paid or agreed to pay any financial advisor, broker, agent or finder on account of this Agreement, any transaction contemplated hereby or any transaction presently ongoing or contemplated; and

- (w) all Taxes due and payable by Gorilla have been paid. All tax returns, declarations, remittances and filings required to be filed by Gorilla have been filed with all appropriate governmental authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. To the best of the knowledge of Gorilla, no examination of any tax return of Gorilla is currently in progress and there are no issues or disputes outstanding with any governmental authority respecting any taxes that have been paid, or may be payable, by Gorilla, in any case.

Representations and Warranties of CNRP

3.2 CNRP represents and warrants to and in favour of Gorilla as follows and acknowledges that Gorilla is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

- (a) CNRP is duly organized and validly existing under the laws of the jurisdiction of its incorporation, and has the corporate power and authority to enter into this Agreement, to conduct its business and, subject to obtaining the requisite approvals contemplated hereby, to perform its obligations hereunder and all other acts which may be necessary to effect the Acquisition;
- (b) As of the date hereof, the authorized share capital of CNRP consists of an unlimited number of common shares of which 1,000 common shares are issued and outstanding. Except the securities required to be issued to Green Swan under the Green Swan Transaction, Castle under the Castle Transaction, Stratabound under the Stratabound Transaction, Wettreich under the Wettreich Financing, directors and founders of CNRP and to the subscribers under the Euro Pacific Financing, any issuances described above or issuances otherwise disclosed in writing by CNRP to Gorilla, there are no other securities of CNRP outstanding and CNRP has no other 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 CNRP of any shares of CNRP or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any shares of CNRP, nor are there any outstanding stock appreciation rights, phantom equity or similar rights, agreements, arrangements or commitments based upon the book value, income or other attributes of CNRP. All outstanding CNRP Shares have been duly authorized and are validly issued, as fully paid and non assessable and are not subject to, nor were they issued in violation of, any pre-emptive rights;

- (c) to the knowledge of CNRP, none of the CNRP Shares is subject to escrow restrictions, pooling arrangements or voting trusts, whether voluntary or otherwise;
- (d) other than as described in clause 3.2(b), no person holds any securities convertible into CNRP Shares or any other shares of CNRP or has any agreement, warrant or option or any right capable of becoming an agreement, warrant or option for the purchase of any unissued shares of CNRP;
- (e) as of the date hereof, CNRP has no outstanding liabilities or contingent liabilities other than as disclosed to Gorilla;
- (f) CNRP has not approved, is not contemplating, has not entered into any agreement in respect of, or has any knowledge of: (i) the purchase of any property material to CNRP, with the exception of the Green Swan Transaction, the Castle Transaction and the Stratabound Transaction, or assets or any interest therein or the sale, transfer or other disposition of any property material to CNRP or assets or any interest therein currently owned, directly or indirectly, by CNRP whether by asset sale, transfer of shares or otherwise; or (ii) the change of control (by sale or transfer of shares or sale of all or substantially all of the property and assets of CNRP);
- (g) CNRP has no Subsidiaries and does not own shares in any other entity;
- (h) CNRP has disclosed all material and pertinent information to Gorilla relating to CNRP, the Green Swan Transaction, the Castle Transaction, the Stratabound Transaction, the Wettreich Financing and the Euro Pacific Financing which to the knowledge of CNRP is necessary for Gorilla to make full, true and plain disclosure in accordance with applicable securities laws and CNSX rules and requirements, and CNRP considers to be relevant to the Acquisition;
- (i) CNRP has the requisite corporate power and capacity to enter into this Agreement and to carry out its obligations hereunder, and the execution and delivery of this Agreement by CNRP and the completion of the transactions contemplated herein: (i) does not and will not result in the breach of, or violate any term or provision of, the notice of articles or articles of CNRP; (ii) does not and will not conflict with, result in the breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, instrument, licence, permit or authority to which CNRP is a party or by which it is bound, which agreement, instrument, licence, permit or authority is material to CNRP, or to which any material property of CNRP is subject, or result in the creation of any lien, charge or encumbrance upon any of the material assets of CNRP, under any such agreement or instrument, or give to others any

material interest or right with respect to CNRP, including rights of purchase, termination, cancellation or acceleration, under any such agreement, instrument, licence, permit or authority; and (iii) does not and will not, as of the Closing Date, breach any provision of law or administrative regulation or any judicial or administrative award, judgment or decree applicable to, and known (after due enquiry) to CNRP, the breach of which would have a material adverse effect on CNRP;

- (j) CNRP is not in violation of its constating documents or in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, mortgage, loan agreement, note, lease or other agreement or instrument to which it is a party or by which it or its property may be bound;
- (k) to the best knowledge of CNRP, CNRP is conducting its business in compliance with all applicable laws, regulations and statutes;
- (l) any and all of the agreements and other documents and instruments pursuant to which CNRP holds the property and assets thereof (including any interest in, or right to earn an interest in, any property) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with terms thereof, CNRP is not in default of any of the material provisions of any such agreements, documents or instruments nor has any such default been alleged and such properties and assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated;
- (m) there are no actions, suits, proceedings or investigations commenced, or to the knowledge of CNRP (after due enquiry) contemplated or threatened, against or affecting CNRP at law or in equity before or by any court or any arbitrator, governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, of any kind nor, to the best of the knowledge of CNRP (after due enquiry), are there any existing facts or conditions which may reasonably be expected to be a proper basis for any actions, suits, proceedings or investigations, other than in connection with the exercise of rights of dissent in respect of this Agreement, which in any case would prevent or hinder the consummation of the transactions contemplated by this Agreement or which can reasonably be expected to have a material adverse effect on the business, operations, properties or assets, financial or otherwise, of CNRP;
- (n) the execution and delivery of this Agreement and the completion of the transactions contemplated herein have been duly authorized by the board of directors of CNRP, and this Agreement constitutes a valid and binding obligation of CNRP enforceable against it in accordance with its terms and each of the execution and delivery of this Agreement, the performance by CNRP of its obligations hereunder, the issue and sale of the CNRP

Shares hereunder and the consummation of the transactions contemplated in this Agreement, do not and will not to the knowledge of CNRP:

- (i) require the consent, approval, authorization, registration or qualification of or with any governmental authority, stock exchange, securities regulatory authority or other third party, except such as have been obtained;
- (ii) result in a breach of or default under, nor create a state of facts which, after notice or lapse of time or both, would result in a breach of or default under, nor conflict with:
 - (A) any of the terms, conditions or provisions of the constating documents or resolutions of the shareholders, directors or any committee of directors of CNRP or any material indenture, agreement or instrument to which CNRP is a party or by which it is contractually bound; or
 - (B) any statute, rule, regulation or law applicable to CNRP, without limitation, applicable securities laws or any judgment, order or decree of any governmental body, agency or court having jurisdiction over CNRP; or
 - (C) any material mortgage, note, indenture, contract, agreement (written or oral), instrument, lease or other document to which CNRP is a party or by which CNRP or a material portion of the assets of CNRP are bound, or any judgment, decree, order, statute, rule or regulation applicable to any of them; and
- (iii) give rise to any lien, charge or claim in or with respect to the properties or assets now owned or hereafter acquired by CNRP or the acceleration of or the maturity of any debt under any indenture, mortgage, lease, agreement or instrument binding or affecting it or any of its properties;
- (o) there are no agreements, covenants, undertakings, rights of first refusal or other commitments of CNRP or any instruments binding on it or its properties which would preclude CNRP from entering into the transactions contemplated in this Agreement;
- (p) the representations, warranties or statement of fact made in this section do not contain any untrue statement of a material fact or omit to state any material fact necessary to make any such warranty or representation not misleading to Gorilla in seeking full information as to CNRP and its assets, liabilities and business;

- (q) the corporate records and minute books of CNRP, all of which have been or will be made available to Gorilla for review, contain complete and accurate minutes of all meetings of the directors and shareholders of CNRP held since its formation and signed copies of all resolutions and by-laws duly passed or confirmed by the directors and shareholders of CNRP, other than at a meeting, and all such meetings were duly called and held;
- (r) the financial statements of CNRP provided to Gorilla have been prepared in accordance with IFRS consistently applied throughout the period referred to therein, (i) present fairly, in all material respects, the financial position (including the assets and liabilities, whether absolute, contingent or otherwise) of CNRP as at such dates and results of operations of CNRP for the periods then ended, and (ii) contain and reflect adequate provision or allowance for all reasonably anticipated liabilities, expenses and losses of CNRP, and there has been no change in accounting policies or practices of CNRP since its inception;
- (s) all Taxes due and payable by CNRP have been paid, except where the failure to pay such taxes would not constitute an adverse material fact in respect of CNRP or have a material adverse effect on CNRP; all tax returns, declarations, remittances and filings required to be filed by CNRP have been filed with all appropriate governmental authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading, except where the failure to file such documents would not constitute an adverse material fact in respect of CNRP or have a material adverse effect on CNRP; and to the best of the knowledge of CNRP, no examination of any tax return of CNRP is currently in progress and there are no issues or disputes outstanding with any governmental authority respecting any taxes that have been paid, or may be payable, by CNRP, in any case, except where such examinations, issues or disputes would not constitute an adverse material fact in respect of CNRP or have a material adverse effect on CNRP; and
- (t) to the best of the knowledge of CNRP, none of the information provided to Gorilla and its representatives by CNRP with respect to CNRP contained any untrue statement of a material fact in relation to CNRP and did not (and does not now) omit any data or information in relation to CNRP necessary to make any data or information provided not misleading.

PART 4 COVENANTS

Covenants of Gorilla

4.1 Gorilla hereby covenants and agrees as follows:

- (a) until the Closing Date, Gorilla shall carry on its business in the usual, regular, and ordinary course of business, consistent with its past practice;
- (b) until the Closing Date, except as set forth in Schedule 4.1(b) Gorilla will not amalgamate or consolidate with, or enter into any other corporate reorganization with, any other corporation or person or perform any act or enter into any transaction or negotiation which, in the opinion of CNRP acting reasonably, interferes or is inconsistent with the completion of the transactions contemplated hereby, excluding the Gorilla Arrangement and the issuance of Gorilla Shares to Don Sheldon pursuant to the Sheldon Subscription, and without limiting the foregoing, Gorilla will not: (i) make any distribution by way of dividend, return of capital or otherwise to or for the benefit of its shareholders; or (ii) issue any of its shares or other securities convertible into shares or enter into any commitment or agreement therefor, other than as included in the entitlements to acquire Gorilla Shares described in Section 3.1;
- (c) Gorilla shall not alter or amend in any way its constating documents as the same exist at the date of this Agreement other than as may be required to give effect to the Gorilla Arrangement, the Acquisition and to change the name of Gorilla to "Winston Mining Inc." or other suitable name as determined by CNRP and then only with the prior consent and agreement of CNRP;
- (d) Gorilla shall convene and hold the Gorilla Shareholders' Meeting for the purpose of approving the Acquisition and the Gorilla Arrangement, and if the Gorilla Arrangement is so approved at the Gorilla Shareholders' Meeting, Gorilla shall apply to the Supreme Court of British Columbia for a final order approving the Gorilla Arrangement;
- (e) Gorilla shall cause all stock restriction agreements with its current directors and officers to be cancelled or terminated effective as of the Closing Date;
- (f) Gorilla shall cause the current board of directors of Gorilla to resign effective as of the Closing Date and fix the number of directors at eight (8). The directors of Gorilla following the Closing Date shall be the following persons, to be appointed at the Gorilla Shareholders' Meeting, to fill the vacancies created thereby until the next meeting of the shareholders of Gorilla:

Danny Wettreich	2506-208 Queens Quay West, Toronto, ON M5J 2Y5
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Mark Wettreich	2506-208 Queens Quay West, Toronto, ON M5J 2Y5
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Anthony Dutton	3568 W. 39 th Ave., Vancouver, BC V6S 1T3
Scott White	2305 Wyecroft Road, 2 nd Floor, Oakville, ON L6L 6R2
Peter Clausi	34 Woodend Drive, Carlisle, ON L0R 1H2
Brian Crawford	16-3125 Pinemeadow Drive, Burlington, ON L7M 3T7
Jamie Lavigne	1796 Windle Drive, Sudbury, ON P3E 2Y8

Castle will be granted the right, but not the obligation, to nominate, on or before the expiration of six months from the completion of the Acquisition and subject to, if applicable, CNSX approval, one director to the board of directors of Gorilla;

- (g) Gorilla shall not take or fail to take any action which would cause its representations or warranties to be untrue or would be reasonably expected to prevent or materially impede, interfere with or delay the Acquisition;
- (h) prior to the Closing Date, Gorilla shall effect the Sheldon Subscription;
- (i) prior to the Closing Date, Gorilla shall cancel any outstanding securities convertible into Gorilla Shares; and
- (j) Gorilla shall do all such other acts and things as may be necessary or required in order to give effect to the Acquisition, and without limiting the foregoing, Gorilla shall use commercially reasonable efforts to apply for and obtain, and will cooperate in applying for and obtaining:
 - (i) the approvals of its shareholders required for the implementation of the Acquisition; and
 - (ii) such other consents, orders or approvals as counsel may advise are necessary or desirable for the implementation of the Acquisition, including those referred to in Section 5.1 hereof.

Covenants of CNRP

4.2 CNRP hereby covenants and agrees as follows:

- (a) until the Closing Date, CNRP shall carry on its business in the usual, regular, and ordinary course of business, consistent with its past practice;

- (b) until the Closing Date, CNRP will not amalgamate or consolidate with, or enter into any other corporate reorganization with, any other corporation or person or perform any act or enter into any transaction or negotiation which, in the opinion of Gorilla acting reasonably, interferes or is inconsistent with the completion of the transactions contemplated hereby, and without limiting the foregoing, CNRP will not: (i) make any distribution by way of dividend, return of capital or otherwise to or for the benefit of its shareholders; or (ii) issue any of its shares or other securities convertible into shares or enter into any commitment or agreement therefor other than as described elsewhere in this Agreement and as included in the entitlements to acquire CNRP Shares described in Section 3.2; and
- (c) CNRP shall not alter or amend in any way its constating documents as the same exist at the date of this Agreement unless with the prior consent and agreement of Gorilla;
- (d) CNRP shall not take or fail to take any action which would cause its representations or warranties to be untrue or would be reasonably expected to prevent or materially impede, interfere with or delay the Acquisition; and
- (e) CNRP shall do all such other acts and things as may be necessary or required in order to give effect to the Acquisition, and without limiting the foregoing, CNRP shall use commercially reasonable efforts to apply for and obtain, and will cooperate in applying for and obtaining the CNRP Shareholder Undertakings.

Records and Data

4.3 Each of Gorilla and CNRP (for the purpose of Sections 4.3 and 4.6 the “**Disclosing Party**”) shall make available, and by the Closing Date will have made available, to the other party or its representatives (for the purpose of Sections 4.3 to 4.6 the “**Recipient**”), for inspection, all documents which the Recipient shall reasonably require and which to the knowledge of the Disclosing Party is in the possession and control of the Disclosing Party pertaining to or affecting the Disclosing Party, and the Disclosing Party will not knowingly withhold any documents or information reasonably required to make not misleading the documents and information so made available to the Recipient.

4.4 All information, records and data furnished to the Recipient are, to the best of the Disclosing Party’s knowledge, accurate in all material respects.

4.5 To the best of the Disclosing Party’s knowledge, the financial books and records of the Disclosing Party fairly and correctly set out and disclose in all material respects, in accordance with IFRS, the financial position of the Disclosing Party as at the date thereof and all material financial transactions have been accurately recorded in such books and records and without limiting the generality of

the foregoing, the Disclosing Party has no outstanding debt obligations or liabilities other than those disclosed in the Disclosing Party's financial statements or incurred in the ordinary course of business subsequent to the preparation of the Disclosing Party's financial statements.

4.6 The corporate records and minute books of the Disclosing Party since the date of incorporation contains all minutes of meetings or consent resolutions of the directors and shareholders of the Disclosing Party held or passed, all such meetings were duly called and held or notice thereof was duly waived, and the share certificate book, the register of shareholders and the register of transfers of the Disclosing Party are now accurate and complete.

PART 5 CONDITIONS

Conditions

5.1 The transactions contemplated herein are subject to the following conditions to be fulfilled or performed on or prior to the Closing Date, which conditions are for the mutual benefit of both Gorilla and CNRP and may be waived by Gorilla and CNRP, jointly, in writing:

- (a) the Acquisition with or without amendment shall have been approved at the Gorilla Shareholders' Meeting, or any adjournment thereof, in accordance with the requirements set out in the Act, the articles of Gorilla, the policies of the CNSX and applicable securities laws, including securities laws in Ontario requiring approval of a majority of minority shareholders disinterested in the transaction (the "**Disinterested Minority Vote**"), and shall have otherwise been approved by the requisite majority of persons entitled or required to vote thereon in accordance with the Act and the articles of Gorilla, and the requisite Disinterested Minority Vote;
- (b) the Acquisition with or without amendment shall have been approved by the CNRP Shareholder Undertakings, by unanimous consent of the holders of CNRP Shares in accordance with the Act and the articles of CNRP;
- (c) no more than 1% of the shareholders of Gorilla shall have exercised their dissent rights under the Gorilla Arrangement, provided that, if more than 1% of the shareholders of Gorilla exercise their dissent rights under the Arrangement, any waiver of that condition to closing the Arrangement shall require the approval of CNRP, in its sole discretion;
- (d) Gorilla shall have completed the Gorilla Arrangement as described in the Gorilla Information Circular and Schedule "B" of this Agreement;
- (e) there shall be no action taken under any existing applicable law or regulation, nor any statute, rule, regulation or order which is enacted,

enforced, promulgated or issued by any court, department, commission, board, regulatory body, government or governmental authority or similar agency, domestic or foreign, that:

- (i) makes illegal or otherwise directly or indirectly restrains, enjoins or prohibits the Acquisition or any other transaction contemplated in this Agreement which are necessary to complete the Acquisition;
 - (ii) results in a judgment or assessment of material damage directly or indirectly relating to the transactions contemplated herein; or
 - (iii) would have a material adverse effect on the completion of the Acquisition.
- (f) Gorilla and CNRP shall have obtained all consents, approvals and authorizations (including, without limitation, all stock exchange, securities commission and other regulatory approvals) required or necessary in connection with the transactions contemplated herein on terms and conditions reasonably satisfactory to Gorilla and CNRP;
- (g) the maintenance of Gorilla's listing on the CSNX;
- (h) at the time of Closing, each incoming director and officer and each 10% or 20% shareholder, as required pursuant to applicable securities laws, upon completion of the Acquisition shall have entered into escrow agreements in accordance with the policies of the CNSX and applicable securities laws;
- (i) notice of articles having been filed reflecting a change in name of Gorilla Resources Corp. to Winston Mining Inc. or other suitable name as determined by CNRP;
- (j) the CNSX shall have conditionally approved the Acquisition as a "fundamental change" as such term is defined in CNSX policies, on terms reasonably satisfactory to each of Gorilla and CNRP;
- (k) the Gorilla Shares to be issued to the CNRP Shareholders hereunder shall be conditionally approved for listing on the CNSX;
- (l) Gorilla shall have cancelled all outstanding stock options under its existing incentive stock option plan;
- (m) the Executive Services Agreement between Sugenia Productions Inc. and Gorilla shall have been terminated without penalty to Gorilla;
- (n) the stock restriction agreements with Don Sheldon, Scott Sheldon and Mark Curry shall have been terminated without penalty to Gorilla;

- (o) the Green Swan Transaction shall have closed;
- (p) the Castle Transaction shall have closed;
- (q) the Stratabound Transaction shall have closed;
- (r) the Euro Pacific Financing shall have closed;
- (s) satisfactory completion of due diligence by each of Gorilla and CNRP, their counsel or representatives on the business, assets, financial condition and corporate records of each of Gorilla and CNRP (as applicable), which due diligence process shall be concluded on or before the Closing Date;
- (t) there being no legal proceeding or regulatory actions or proceedings against either Gorilla or CNRP at the Closing Date which may, if determined against the interest of either Gorilla or CNRP, have a material adverse effect on either Gorilla or CNRP;
- (u) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement;
- (v) there being no prohibition at law against the completion of the Acquisition;
- (w) any inquiry or investigation (whether formal or informal) in relation to either Gorilla and CNRP or their respective directors or officers, shall not have been commenced or threatened by the CNSX, the securities commissions of any applicable jurisdiction or any other regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a material adverse effect on either Gorilla and CNRP;
- (x) material compliance by both Gorilla and CNRP with the terms of this Agreement;
- (y) the Gorilla Shares that are issued as consideration for the Acquisition shall be issued as fully paid and non-assessable common shares in the capital of Gorilla, free and clear of any and all encumbrances, liens, charges, demands of whatsoever nature, except those imposed pursuant to statutory "hold periods", if any, and escrow restrictions of applicable securities laws and the CNSX;
- (z) all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders required, necessary or desirable for the completion of the transactions contemplated by this Agreement shall have been obtained or received from the persons, authorities or bodies having jurisdiction in the circumstances, including but not be limited to the approval of the CNSX and the approval of any applicable lenders or

financial institutions or the approval of third parties pursuant to contractual obligations, as applicable;

- (aa) none of the consents, orders, regulations or approvals contemplated herein shall contain terms or conditions or require undertakings or security considered unsatisfactory or unacceptable by any of the parties hereto;
- (bb) the Sheldon Subscription shall have closed;
- (cc) the Shareholder Loan shall have been repaid;
- (dd) the Wettreich Financing shall have closed;
- (ee) the Wettreich Acquisition shall have closed;
- (ff) the delivery of standard completion documentation including, but not limited to, legal opinions from legal counsel, officer's certificates, and certificates of good standing; and
- (gg) this Agreement shall not have been terminated under Part 6.

Conditions to Obligations of Each Party

5.2 The obligation of each of the parties to this Agreement to complete the transactions contemplated by this Agreement is further subject to the conditions, which may be waived by such party without prejudice to its right to rely on any other condition in favour of such party, that:

- (a) the covenants of the other such party hereto to be performed on or before the Closing Date pursuant to the terms of this Agreement shall have been duly performed;
- (b) except as affected by the transactions contemplated by this Agreement, the representations and warranties of the other such party hereto 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
- (c) since the date of this Agreement, there will have been no material adverse change in the business, results of operations, assets, liabilities, financial conditions or affairs of the other party, financial or otherwise, and there will have been no changes to the existing authorized or issued share capital of the other party or as otherwise set forth in this Agreement.

Closing

5.3 Subject to the satisfaction or waiver of the conditions, the closing of the transactions contemplated herein shall take place at 10:00 a.m. (Toronto time) on the Closing Date at the offices of Gowling Lafleur Henderson LLP in Toronto, Ontario or at such other place and by such other method as may be agreed to by Gorilla and CNRP.

Conditions Precedent and Right of Waiver

5.4 The conditions precedent set out in section 5.1 are for the benefit of each of Gorilla and CNRP. Either Party hereto may refuse to proceed with the Acquisition if the conditions precedent for its benefit are not fulfilled to its reasonable satisfaction on or prior to the Closing Date, and, except for as otherwise specified herein, it shall incur no liability to the other party by reason of such refusal.

5.5 The said conditions precedent may be waived in whole or in part by the Party for whose benefit they are included herein in that Party's absolute discretion. No such waiver shall be of any effect unless it is in writing signed by the party granting the waiver.

5.6 The Parties acknowledge that a portion of the Gorilla Shares may be subject to escrow in accordance with applicable securities laws and the policies of the CNSX. The Parties further acknowledge that these escrowed Gorilla Shares shall be held in escrow and released, over time, as determined by the securities laws and CNSX policies. The escrowed Gorilla Shares will be held in escrow pursuant to an escrow agreement prescribed by the securities laws and/or the CNSX.

5.7 The Parties also acknowledge that there may be a statutory resale period in connection with the issuance of the Gorilla Shares issued in exchange for CNRP Shares.

PART 6 AMENDMENT AND TERMINATION

Amendment

6.1 This Agreement may, at any time and from time to time before and after the holding of the Gorilla Shareholders' Meeting and the execution of the CNRP Shareholder Undertakings but not later than the Closing Date, be amended by written agreement of the parties hereto without further notice to or authorization on the part of the holders of Gorilla Shares or CNRP Shares. Without limiting the generality of the foregoing, any such amendment may:

- (a) change the time for performance of any of the obligations or acts of the parties hereto;

- (b) waive any inaccuracies or modify any of the covenants contained herein or in any document to be delivered pursuant hereto; or
- (c) waive compliance with or modify any of the covenants herein contained or waive or modify performance of any of the obligations of the parties hereto;

provided that, notwithstanding the foregoing, the consideration to be received by holders of Gorilla Shares and CNRP Shares shall not be decreased without the approval of the holders of Gorilla Shares and CNRP Shares, respectively, given in the same manner as required for the approval of the Acquisition.

Termination

- 6.2
- (a) This Agreement may, at any time before or after the holding of the Gorilla Shareholders' Meeting or the execution of the Gorilla Consent Resolutions, or both, but prior to the Closing Date, be terminated by agreement of the parties without further action on the part of the holders of Gorilla Shares or CNRP Shares.
 - (b) This Agreement may be termination by either Gorilla or CNRP if the Acquisition is not consummated by July 31, 2012 or such other date as may be agreed to by Gorilla and CNRP; and, in such event, each Party shall be released from all obligations under this Agreement.
 - (c) This Agreement may be terminated at any time prior to the Closing Date by Gorilla by written notice to CNRP if:
 - (i) any of the conditions to be satisfied by CNRP hereunder has not been satisfied by CNRP or waived by Gorilla within the time provided;
 - (ii) the board of directors of CNRP fails to recommend, or withdraws in a manner adverse to Gorilla its recommendation to the shareholders of CNRP to approve the Amalgamation; or
 - (iii) any applicable regulatory authority having notified Gorilla in writing that it will not permit the Acquisition to proceed.
 - (d) This Agreement may be terminated at any time prior to the Closing Date by CNRP by written notice to Gorilla if:
 - (i) any of the conditions to be satisfied by Gorilla hereunder has not been satisfied within the time provided;
 - (ii) the board of directors of Gorilla fails to recommend, or withdraws in a manner adverse to CNRP its recommendation to the shareholders of Gorilla to approve the Acquisition; or

- (iii) any applicable regulatory authority having notified CNRP in writing that it will not permit the Acquisition to proceed.

PART 7 GENERAL

Notices

7.1 Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if (i) delivered personally, (ii) sent prepaid courier service or mail, or (iii) sent by facsimile transmission or other similar means of electronic communication addressed as follows:

- (a) in the case of Gorilla addressed to:

Gorilla Resources Corp.
Suite 2007, 1177 West Hastings Street
Vancouver, BC V6E 4T5

Attention: Scott Sheldon

Telephone: (604) 725-1857

Email: scotts@surgenia.com

With a copy to:

Bacchus Law Corporation
Suite 1825, 925 West Georgia Street
Vancouver, BC V6C 3L2

Attention: Penny Green

Facsimile: (604) 632-1730

Email: pgreen@bacchuscorplaw.com

- (b) in the case of CNRP addressed to:

CNRP Mining Inc.
Suite 2506, 208 Queens Quay West
Toronto, ON M5J 2Y5

Attention: Daniel Wettreich

Telephone: (416) 628-9879

Email: dw@churchillvc.com

Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid shall:

(a) if delivered as aforesaid, be deemed to have been given, sent, delivered and received on the date of delivery;

(b) if sent by mail as aforesaid, be deemed to have been given, sent, delivered and received (but not actually received) on the fourth Business Day following the date of mailing, unless at any time between the date of mailing and the fourth Business Day thereafter there is a discontinuance or interruption of regular postal service, whether due to strike or lockout or work slowdown, affecting postal service at the point of dispatch or delivery or any intermediate point, in which case the same shall be deemed to have been given, sent, delivered and received in the ordinary course of the mail, allowing for such discontinuance or interruption of regular postal service; and

(c) if sent by email, facsimile or other functionally equivalent electronic communication, be deemed to have been given, sent, delivered and received on the day on which it was transmitted unless such day is not a Business Day or after 5:00 p.m. (local time) then such communication will be deemed to have been given or received on the next Business Day.

Access to Information

7.2 From the date hereof until the completion of the transactions contemplated by this Agreement each party will allow the other party and its respective authorized representatives, including legal counsel, access to all information, books or records relevant for the purpose of the transactions contemplated herein. Each of the parties agrees that all information and documents so obtained will be kept confidential and the contents thereof will not be disclosed to any person without the prior written consent of the disclosing party.

Conduct of Business

7.3 From the date hereof until completion of the transactions contemplated herein, Gorilla and CNRP will each operate its business in a prudent and business-like manner in the ordinary course and in a manner consistent with past practice.

Confidentiality

7.4 (a) No disclosure or announcement, public or otherwise, in respect of this Agreement or the transactions contemplated herein or therein will be made by any party without the prior written agreement of the other party as to timing, content and method, providing that the obligations herein will not prevent any party from making, after consultation with the other party, such disclosure as its counsel advises is required by applicable law.

- (b) Unless and until the transactions contemplated in this Agreement have been completed, except with the prior written consent of the other party, each of the parties and their respective employees, officers, directors, shareholders, agents, advisors and other representatives will hold all information received from the other party in the strictest confidence, except such information and documents available to the public or as are required to be disclosed by applicable law.
- (c) All such information in written form and documents will be returned to the party originally delivering them in the event that the transactions provided for in this Agreement are not consummated.

Assignment

7.5 No party may assign its rights or obligations under this Agreement without the prior written consent of the other party hereto.

Binding Effect

7.6 This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.

Waiver

7.7 Any waiver or release of any of the provisions of this Agreement, to be effective, must be in writing executed by the party granting the same. Waivers may only be granted upon compliance with the terms governing amendments set forth in Section 6.1, mutatis mutandis.

Expenses

7.8 Each party shall be responsible for the payment of its own professional fees (including but not limited to legal and accounting fees) and other expenses incurred by it in connection with transactions provided for herein, provided that, Gorilla shall not spend more than \$50,000 (and any additional taxes payable thereon) for its legal fees and at the time of execution of this Agreement, CNRP shall deliver payment to Gorilla in the amount of with \$46,000 in respect of such legal fees (being \$50,000 plus HST of \$6,000, less the advance of \$10,000 paid by CNRP to Gorilla at the time of execution of the Letter Agreement) as a non-refundable deposit to cover such legal fees and, taxes. Any disbursements incurred in respect of the Acquisition shall: (i) if payable in advance at the request of Gorilla, be paid directly by CNRP, or (ii) if incurred by or on behalf of Gorilla, remain as outstanding accounts payable of Gorilla that CNRP shall to be assumed and settled by CNRP upon or in any event within 305 business days after the Closing Date. any time on or after the Closing Date. and disbursements.

Survival of Representation and Warranties

7.9 The representations and warranties herein shall survive the performance of the parties' respective obligations hereunder and the termination of this Agreement but shall expire one year after the Closing Date.

Counterparts

7.10 This Agreement may be executed in one or more counterparts and by facsimile or PDF, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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

GORILLA RESOURCES CORP.

Per: "Scott Sheldon"
Authorized Signatory

CNRP MINING INC.

Per: "Daniel Wettreich"
Authorized Signatory

SCHEDULE "A"

Form of CNRP Shareholder Undertaking

IRREVOCABLE UNDERTAKING

TO: Gorilla Resources Corp. ("Gorilla")
AND TO: CNRP Mining Inc. ("CNRP")

WHEREAS Gorilla intends to enter into a share exchange agreement (the "**Share Exchange Agreement**") with CNRP concerning the proposed acquisition by Gorilla of all of the issued and outstanding common shares ("**CNRP Shares**") in the capital of CNRP and related transactions (the "**Acquisition**");

AND WHEREAS the undersigned shareholder of CNRP (the "**Shareholder**") consents to the Acquisition and is required to deliver this irrevocable undertaking (the "**Undertaking**") to CNRP and to Gorilla as a condition to subscribing for or acquiring the CNRP Shares in the agreement between CNRP and the Shareholder dated the date hereof (the "**Subscription Agreement**") and for Gorilla issuing to the Shareholder the common shares ("**Gorilla Shares**"), the options (the "**Gorilla Options**") and common share purchase warrants ("**Gorilla Warrants**") in the capital of Gorilla issuable to such Shareholder under the terms of the Share Exchange Agreement upon completion of the Acquisition;

NOW THEREFORE in consideration of the covenants and agreements set forth below and in the Subscription Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Shareholder hereby irrevocably undertakes, covenants and agrees as follows:

The Shareholder hereby represents and warrants to Gorilla as follows and acknowledges that Gorilla is relying on such representations and warranties in connection with the Acquisition:

Ownership. The Shareholder is the registered and beneficial owner of the CNRP Shares, the options of CNRP (the "**CNRP Options**") and common share purchase warrants of CNRP ("**CNRP Warrants**") set out beside its name at Exhibit A hereto, free and clear of any liens and encumbrances, except those restrictions on transfer in respect of the CNRP Shares arising under CNRP's constating documents. Upon closing of the Acquisition ("**Closing**"), except for the rights of Gorilla pursuant to the Share Exchange Agreement with respect to the CNRP Shares, there will be no outstanding options, calls or rights of any kind binding on the Shareholder relating to or providing for the purchase, delivery or transfer of any of its CNRP Shares.

Capacity. The Shareholder has the capacity to own the CNRP Shares, CNRP Options and CNRP Warrants owned by it and to perform its obligations contained herein and in the Subscription Agreement.

Execution and Delivery. This Undertaking has been duly authorized, executed and delivered by the Shareholder and will result in legally binding obligations of such Shareholder enforceable against such Shareholder in accordance with the terms hereof, subject, however, to limitations with respect to enforcement imposed by applicable law in connection with bankruptcy or similar

proceedings and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

No Violation. The execution and delivery of this Undertaking, the transfer of the CNRP Shares owned by the Shareholder to Gorilla in connection with the Acquisition, the exchange of the CNRP Options for Replacement Options (as hereinafter defined), the exchange of CNRP Warrants for Replacement Warrants (as hereinafter defined) contemplated hereby and the performance, observance or compliance with the terms of this Undertaking and the Subscription Agreement by the Shareholder will not violate, constitute a default under, conflict with, or give rise to any requirement for a waiver or consent under:

- (a) any provision of any agreement, instrument or other obligation to which such Shareholder is a party or by which such Shareholder is bound; or
- (b) any laws applicable to such Shareholder.

U.S. Persons. The Shareholder is not a "U.S. Person" (as that term is defined in Regulation S under the United States *Securities Act of 1933*, as amended).

The Shareholder hereby undertakes and agrees to sell to Gorilla, effective upon completion of the Acquisition, all of its CNRP Shares at a deemed price of \$0.25 per CNRP Share, payable by Gorilla through the issuance of one Gorilla Share for each one CNRP Share so exchanged. The CNRP Shares so exchanged shall immediately be cancelled from the CNRP share register and rendered null and void and of no further force or effect.

The Shareholder hereby undertakes and agrees, effective upon completion of the Acquisition, to exchange its CNRP Options for options of Gorilla ("**Replacement Options**") on the basis of one Replacement Option for each outstanding CNRP Option. Each such Replacement Option shall have the same terms and conditions as a CNRP Option. The CNRP Options so replaced shall immediately be rendered null and void and of no further force or effect.

The Shareholder hereby undertakes and agrees, effective upon completion of the Acquisition, to exchange its CNRP Warrants for common share purchase warrants of Gorilla ("**Replacement Warrants**") on the basis of one Replacement Warrant for each outstanding CNRP Warrant. Each such Replacement Warrant shall have the same terms and conditions as a CNRP Warrant. The CNRP Warrants so replaced shall immediately be rendered null and void and of no further force or effect.

The Shareholder acknowledges that the securities of Gorilla issued to it pursuant to the Share Exchange Agreement may be subject to resale restrictions as imposed by applicable securities legislation. If required, the Shareholder agrees to abide by such requirements.

The Shareholder acknowledges and consents to the fact that Gorilla is collecting certain of the Shareholder's personal information, which may be disclosed by Gorilla to:

- (a) securities regulatory authorities;
- (b) Gorilla's transfer agent, registrar and escrow agent;
- (c) Canadian tax authorities; and
- (d) authorities pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada).

The Shareholder shall transfer and deliver to Gorilla, together with this executed Undertaking, the original certificates representing the CNRP Shares and CNRP Warrants held by it, duly executed and endorsed in blank for transfer or accompanied by a duly executed power of attorney duly endorsed in blank for transfer, and if applicable, with all securities transfer and any other required documentary stamps affixed thereto.

CNRP is hereby appointed as the Shareholder's agent and attorney to represent the Shareholder at the Closing for the purpose of all closing matters and deliveries of documents, including without limitation the delivery of certificates representing the Gorilla Shares, Gorilla Warrants and Replacement Warrants to the Shareholder, and is hereby irrevocably authorized by the Shareholder, for and on behalf of the Shareholder and any beneficial shareholder for whom the Shareholder is acting as agent or trustee, to extend such time periods and modify or waive such conditions as may be contemplated herein or in the Subscription Agreement as CNRP, in its sole discretion, deems appropriate. Without limiting the generality of the foregoing, CNRP is specifically and exclusively authorized: (a) to waive representations and warranties, covenants or conditions contained in the Subscription Agreement; and (b) to correct manifest errors or omissions in the information provided by the Shareholder in this Undertaking or in any other documents or forms delivered by the Shareholder in connection with the transactions contemplated hereby.

This Undertaking shall be exclusively governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction, and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

The Shareholder, upon the request of Gorilla, whether before or after the Closing, shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to effect complete consummation of the Acquisition.

The Shareholder covenants and agrees to keep the terms hereof confidential and to disclose same only to those of its advisors and representatives who need to know such information in order to facilitate the purchase and sale of CNRP Shares contemplated hereby.

This Undertaking may be executed and delivered by original, fax or other electronic transmission.

[Signature page to follow.]

Dated: _____, 2012	Signed: _____
Witness (If Shareholder is an Individual)	Print the name of Shareholder
Print Name of Witness	If Shareholder is a corporation, print name and title of Authorized Signing Officer

EXHIBIT A
CNRP SHARES, OPTIONS AND WARRANTS

<u>Name and Address of Registered Holder</u>	<u>Number of CNRP Shares</u>	<u>Certificate No.</u>	<u>Number of CNRP Options</u>	<u>Number of CNRP Warrants</u>	<u>Certificate No.</u>

SCHEDULE "B"

Gorilla Arrangement

PLAN OF ARRANGEMENT

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Plan of Arrangement the following capitalized words and terms shall have the following meanings:

"Arrangement", **"herein"**, **"hereof"**, **"hereto"**, **"hereunder"** and similar expressions mean and refer to the proposed arrangement involving Defiant, Gorilla Minerals, Gorilla Resources and the Gorilla Resources 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;

"Arrangement Agreement" means the arrangement agreement between Gorilla Resources, Gorilla Minerals and Defiant entered into in April 2012, and all amendments thereto;

"Arrangement Provisions" means Division 5 of Part 9 of the BCA;

"Arrangement Resolution" means the special resolution in respect to the Arrangement and other related matters to be considered at the Gorilla Resources Meeting;

"Assets" means the assets of Gorilla Resources described in Schedule B to the Arrangement Agreement;

"BCA" means the *Business Corporations Act*, (British Columbia), as amended or replaced from time to time;

"Business Day" means any day other than Saturday, Sunday and a statutory holiday in the Province of British Columbia;

"Circular" means the management information circular to be sent to the Gorilla Resources Shareholders in connection with the Gorilla Resources Meeting;

"Court" means the Supreme Court of British Columbia;

"Defiant" means Defiant Minerals Corp., a private company incorporated under the BCA;

"Defiant Distribution Shares" means the Defiant Shares that are to be distributed to the Gorilla Resources Shareholders pursuant to §2.4;

“Defiant Shareholder” means the sole holder of Defiant Shares, which is Gorilla Resources;

“Defiant Shares” means the common shares without par value in the authorized share structure of Defiant;

“Effective Date” means the date on which the Arrangement becomes effective under the BCA;

“Final Order” means the final order of the Court approving the Arrangement, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

“Gorilla Minerals” means Gorilla Minerals Inc., a private company incorporated under the BCA;

“Gorilla Minerals Distribution Shares” means the Gorilla Minerals Shares that are to be distributed to the Gorilla Resources Shareholders pursuant to §2.4;

“Gorilla Minerals Shareholder” means the sole holder of Gorilla Minerals Shares, which is Gorilla Resources;

“Gorilla Minerals Shares” means the common shares without par value in the authorized share structure of Gorilla Minerals;

“Gorilla Resources” means Gorilla Resources Inc., a company incorporated under the BCA;

“Gorilla Resources Meeting” means the special meeting of Gorilla Resources Shareholders to be held to consider the Arrangement Resolution and related matters, and any adjournments thereof;

“Gorilla Resources Shareholder” means a holder of Gorilla Resources Shares;

“Gorilla Resources Shares” means the common shares without par value in the authorized share structure of Gorilla Resources;

“Gorilla Resources Shareholders” means the registered holders of Gorilla Resources Common Shares;

“Interim Order” means an interim order of the Court concerning the Arrangement, containing declarations and directions with respect to the Arrangement and the holding of the Gorilla Resources Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

“Parties” means Gorilla Resources, Gorilla Minerals and Defiant; and **“Party”** means any one of them;

“Plan” or **“Plan of Arrangement”** means this plan of arrangement as amended or supplemented from time to time in accordance with the terms hereof and Article 6 of the Arrangement Agreement;

“**Registrar**” means the Registrar of Companies for the Province of British Columbia duly appointed under the BCA;

“**Share Distribution Record Date**” is set at April 30, 2012, which can be changed by the agreement of all of the Parties, and which is currently set as the same date as the Record Date for the Gorilla Resources Meeting, and which date establishes the Gorilla Resources Shareholders who will be entitled to receive Gorilla Minerals Shares and Defiant Shares pursuant to this Plan of Arrangement;

“**Tax Act**” means the *Income Tax Act* (Canada), as amended; and

“**Transfer Agent**” means Computershare Investor Services Inc.

1.2 Interpretation Not Affected by Headings

The division of this Plan of Arrangement into Articles, Sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Plan of Arrangement.

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 and Gender

In this Plan of Arrangement, unless the contrary intention appears, words importing the singular include the plural and vice versa; words importing gender shall include all genders; and words importing persons shall include a natural person, firm, trust, partnership, association, corporation, joint venture or government (including any governmental agency, political subdivision or instrumentality thereof).

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 Currency

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

ARTICLE 2

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 fulfilment 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 Resources Shareholders, the Gorilla Minerals Shareholder, the Defiant Shareholder, Gorilla Resources, Gorilla Minerals and Defiant 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:

Gorilla Minerals

- (a) Gorilla Resources shall transfer the Gold Assets and issue one Gorilla Resources Share to Gorilla Minerals and Gorilla Minerals shall issue to Gorilla Resources, the number of Gorilla Minerals Shares (the “**Gorilla Minerals Distribution Shares**”) required that the Gorilla Minerals Share can be dividended out to the Gorilla Resources Shareholders as set out in §2.4 (b);
- (b) Gorilla Resources shall transfer the Gorilla Minerals Distribution Shares to each Gorilla Resources Shareholder on the basis of 1 Gorilla Minerals Distribution Share for every 1 Gorilla Resources Shares held as of the Share Distribution Record Date; and
- (c) each holder of Gorilla Minerals Distribution Shares shall be added to the central securities register of Gorilla Minerals.

Defiant

- (d) Gorilla Resources shall transfer the Nickel Assets and issue one Gorilla Resources Share to Defiant and Defiant shall issue to Gorilla Resources, the number of Defiant Shares (the “**Defiant Distribution Shares**”) required that the Defiant Shares can be dividended out to the Gorilla Resources Shareholders as set out in §2.4 (e);

- (e) Gorilla Resources shall transfer the Defiant Distribution Shares to each Gorilla Resources Shareholder on the basis of 1 Defiant Distribution Share for every 1 Gorilla Resources Shares held as of the Share Distribution Record Date; and
- (f) each holder of Defiant Distribution Shares shall be added to the central securities register of Gorilla Minerals.

2.5 Fractional Shares

Notwithstanding §2.4(b) and (e), no fractional Gorilla Minerals Shares or Defiant Shares shall be distributed to the Gorilla Resources Shareholders and as a result all fractional share amounts arising under such sections shall be rounded down to the nearest whole number. Any Gorilla Minerals Distribution Shares or Defiant Distribution Shares not distributed as a result of such rounding shall be dealt with as determined by the board of directors of Gorilla Resources 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 Resources, Gorilla Minerals and Defiant 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 Resources Shares traded after the Share Distribution Record Date shall not carry any right to receive a portion of the Distributed Gorilla Minerals Shares.

ARTICLE 3 DISSENTING SHAREHOLDERS

- 3.1 Notwithstanding Article 2 hereof, holders of Gorilla 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 Gorilla Resources Shareholders who duly exercise Dissent Rights with respect to their Gorilla Resources Shares (“**Dissenting Shares**”) and who:
- (g) are ultimately entitled to be paid fair value for their Dissenting Shares, shall be deemed to have transferred their Dissenting Shares to Gorilla Resources for cancellation immediately before the Effective Date; or
 - (h) 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 Gorilla Resources Shareholder and shall receive Gorilla Minerals Distribution Shares and Defiant Distribution Shares on the same basis as every other non-dissenting Gorilla Resources Shareholder.
- 3.3 If a Gorilla Resources Shareholder exercises the Dissent Right, Gorilla Resources shall on the Effective Date set aside and shall neither distribute that portion of the Gorilla Minerals Distribution Shares nor of Defiant Distribution Shares that is attributable to the Gorilla Resources Shares for which the Dissent Right has been exercised. If the dissenting Gorilla Resources Shareholder is ultimately not entitled to be paid for their Dissenting Shares, Gorilla Resources shall distribute to such Gorilla Resources Shareholder his, her or its pro-rata portion of the Gorilla Minerals Distribution Shares and the Defiant Distribution Shares. If a Gorilla Resources Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for their Dissenting Shares, then Gorilla Resources shall retain the portion of the Distributed Gorilla Minerals Shares and the Defiant Distribution Shares attributable to such Gorilla Resources Shareholder (the “**Non-Distributed Shares**”), and the Non-Distributed Shares shall be dealt with as determined by the board of directors of Gorilla Resources in its absolute discretion.

ARTICLE 4 AMENDMENTS

- 4.1 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 Gorilla Resources Meeting, approved by the Court; and
 - (c) communicated to holders of Gorilla Resources Shares, Gorilla Minerals Shares and Defiant Shares, as the case may be, if and as required by the Court.
- 4.2 Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Gorilla Resources at any time prior to the Gorilla Resources Meeting with or without any other prior notice or communication, and if so proposed and accepted by the persons voting at the Gorilla Resources Meeting

(other than as may be required under the Interim Order, if any), shall become part of this Plan of Arrangement for all purposes.

- 4.3 Gorilla Resources, with the consent of Gorilla Minerals and Defiant, may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time after the Gorilla Resources Meeting and prior to the Effective Date with the approval of the Court.
- 4.4 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 Resources Shareholder, Gorilla Minerals Shareholder or Defiant Shareholder, as the case may be.

ARTICLE 5 REFERENCE DATE AND TERMINATION

- 5.1 This Plan of Arrangement is dated for reference the date first written in the Arrangement Agreement.
- 5.2 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 the Gorilla Resources Meeting. 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.

SCHEDULE B
GOLD PROSPECTIVE ASSETS

The interest of Gorilla Resources, pursuant to the Option Agreement between Roger Hulstein, Farrell Anderson and Gorilla Resources Corp. dated June 6, 2011 in the claims described below.

Location:

WHITEHORSE MINING DISTRICT, YUKON TERRITORY
NTS: 115J/05

Latitude 62° 21' 30

Longitude 139° 55'

District	Grant Number	Claim Name	Claim Numbers	Mineral
Whitehorse	YE41635 to YE41662	WELS	1 to 28	Gold
Whitehorse	YE41665 to YE41690	WELS	31 to 56	Gold
Whitehorse	YE41697 to YE41722	WELS	63 to 88	Gold
Whitehorse	YE73837 to YE73846	WELS	127 to 136	Gold
Whitehorse	YF35016 to YF35067	WELS	137 to 188	Gold
Whitehorse	YE73805 to YE73814	WELS	95 to 104	Gold
Whitehorse	YE73821 to YE73830	WELS	111 to 120	Gold

SCHEDULE C
NICKEL PROSPECTIVE ASSETS

The interest of Gorilla Resources, pursuant to the Option Agreement between Roger Hulstein, Farrell Anderson and Gorilla Resources Corp. dated June 6, 2011 in the claims described below.

Location:

WHITEHORSE MINING DISTRICT, YUKON TERRITORY
NTS: 115J/05

Latitude 62° 21' 30
Longitude 139° 55'

District	Grant Number	Claim Name	Claim Numbers	Mineral
Whitehorse	YE73837 to YE73846	WELS	127 to 136	Nickel
Whitehorse	YF35068 to YF35080	WELS	189 to 201	Nickel
Whitehorse	YD88031	WELS	202	Nickel

SCHEDULE "C"

Gorilla Properties

Location:

WHITEHORSE MINING DISTRICT, YUKON TERRITORY

NTS: 115J/05

Latitude 62° 21' 30

Longitude 139° 55'

Claims:

District	Grant Number	Claim Name	Claim Numbers	Mineral
Whitehorse	YE41635 to YE41662	WELS	1 to 28	Gold
Whitehorse	YE41665 to YE41690	WELS	31 to 56	Gold
Whitehorse	YE41697 to YE41722	WELS	63 to 88	Gold
Whitehorse	YE73837 to YE73846	WELS	127 to 136	Gold
Whitehorse	YF35016 to YF35067	WELS	137 to 188	Gold
Whitehorse	YE73805 to YE73814	WELS	95 to 104	Gold
Whitehorse	YE73821 to YE73830	WELS	111 to 120	Gold
Whitehorse	YE73837 to YE73846	WELS	127 to 136	Nickel
Whitehorse	YF35068 to YF35080	WELS	189 to 201	Nickel
Whitehorse	YD88031	WELS	202	Nickel

SCHEDULE "D"

Gorilla Material Agreements

1. Executive Services Agreement with Surgenia Productions Inc.
2. Incentive Stock Option Plan
3. Stock Restriction Agreements with Don Sheldon, Scott Sheldon and Mark Curry
4. Wels Project Option Agreement with Roger Hulstein and Farrell Anderson
5. Arrangement Agreement with Noor Resources Inc. and Noor Energy Corporation
6. Arrangement Agreement for with Gorilla Minerals Corp. and Defiant Minerals Corp. for the spin-off of Gorilla's mineral exploration claims
7. Assignment Agreement with Gorilla Minerals Corp., Farrell Anderson and Roger Hulstein

Schedule 3.1(e)

Gorilla Stock Restriction Agreements

The following are the stock restriction agreements entered with Gorilla:

1. Stock restriction and lock-up agreement, as amended, with Donald Gordon dated August 22, 2011
2. Stock restriction agreement, as amended, with Thomas Bell dated August 22, 2011
3. Stock restriction agreement, as amended, with Patrick Lavin dated August 22, 2011
4. Stock restriction agreement with Mark Curry dated October 14, 2011
5. Stock restriction agreement with Donald Sheldon dated October 14, 2011
6. Stock restriction agreement with Scott Sheldon dated October 14, 2011
7. Stock restriction agreement with LAB Capital Inc. dated October 14, 2011
8. Stock restriction agreement with Donald Gordon dated October 14, 2011
9. Stock restriction agreement with Thomas Bell dated October 14, 2011
10. Stock restriction agreement with Patrick Lavin dated October 14, 2011

Schedule 3.1(h)

Noor Energy Corporation, a British Columbia corporation, is a wholly owned subsidiary of Gorilla Resources Corp.

The following wholly owned subsidiaries were created for the purposes of effecting a Plan of Arrangement:

- Gorilla Minerals Corp.; and
- Defiant Minerals Corp.

Schedule 4.1(b)

Part 1 of the plan of arrangement with Noor Resources Inc. and Noor Energy Corporation, which involves a spin-off of Noor Energy Corporation, is scheduled to take place on or about Friday, May 4, 2012.