

AMENDMENT TO ARRANGEMENT AGREEMENT

THIS AGREEMENT is dated as of the 16 day of May, 2012

AMONG

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

(“**Gorilla Resources**”)

AND

GORILLA MINERALS CORP., a company existing under the *Business Corporations Act* (British Columbia) and a wholly-owned subsidiary of Gorilla Resources

(“**Gorilla Minerals**”)

AND

DEFIANT MINERALS CORP., a company existing under the *Business Corporations Act* (British Columbia) and a wholly-owned subsidiary of Gorilla Resources

(“**Defiant**”)

WHEREAS

- A. Gorilla Resources, Gorilla Minerals and Defiant entered into an arrangement agreement (the “**Arrangement Agreement**”) and plan of arrangement (“**Plan of Arrangement**”), on April 30, 2012 whereby Gorilla Resources agreed to spin-off all the gold prospective mining interests to Gorilla Minerals and all the nickel prospective interests to Defiant by way of a statutory arrangement under the *Business Corporations Act* (British Columbia).
- B. The parties wish to amend sections 2.4 (a) and 2.4 (d) of the Arrangement Agreement and 5.1 (a) and Plan of Arrangement.

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

1. Section 2.4 (a) of the Plan of Arrangement is deleted in its entirety and replaced with the following:

*Gorilla Resources shall transfer the Gold Assets and the Nickel 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).*

2. Section 2.4 (d) of the Plan of Arrangement is deleted in its entirety and replaced with the following:

*Gorilla Minerals shall option the Nickel Assets to Defiant and Gorilla Resources shall 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).*

3. Section 5.1(a) of the Arrangement Agreement be deleted in its entirety and replaced with the following:

the Arrangement Resolution shall have been passed by the Gorilla Resources Shareholders at the Gorilla Resources Meeting in accordance with provisions of section 301 of the BCA, the constating documents of Gorilla Resources, the Interim Order, if any, applicable securities regulations, and the requirements of any applicable regulatory authorities.

4. Governing Law

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

5. Waiver

No waiver by any Party shall be effective unless in writing and any waiver shall affect only the matter, and the occurrence thereof, specifically identified and shall not extend to any other matter or occurrence.

6. Enurement and Assignment

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. This Agreement is personal to the Parties and may not be assigned by any Party without the prior written consent of the other Party. For greater certainty, a change of control shall be deemed to be an assignment in respect of which such prior written consent shall be required.

7. Execution in Counterparts

This Agreement may be executed in counterparts and delivered by electronic methods of communication, and each electronic signature shall be deemed to be an original and all counterparts collectively shall constitute one and the same instrument.

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

GORILLA RESOURCES CORP.

Per:

"Donald R. Sheldon"
Authorized Signatory

GORILLA MINERALS CORP.

Per:

"Donald R. Sheldon"
Authorized Signatory

DEFIANT MINERALS CORP.

Per:

"Donald R. Sheldon"
Authorized Signatory