



No. S-124419
Vancouver
Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE
BUSINESS CORPORATIONS ACT,
S.B.C. 2002, C. 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT AMONG
GORILLA RESOURCES CORP., GORILLA MINERALS CORP.
AND DEFIANT MINERALS CORP.

GORILLA RESOURCES CORP.

Petitioner

FINAL ORDER

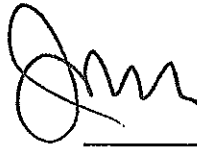
BEFORE MR. JUSTICE)
GROVES)
Friday, the 22nd day
OF JUNE, 2012

UPON THE APPLICATION of the Petitioner, Gorilla Resources Corp. ("Gorilla Resources"), coming on for hearing at the Courthouse, 800 Smithe Street, Vancouver, British Columbia on the 22nd day of June, 2012; AND UPON HEARING Penny Green, Counsel for the Petitioner and agent for Gorilla Minerals Corp. and Defiant Minerals Corp; AND UPON READING the Petition filed on June 21, 2012; AND UPON READING the Affidavit of Scott Sheldon, sworn on June 21, 2012; AND UPON CONSIDERING the terms and conditions of the Plan of Arrangement, as amended, and of the transactions contemplated by the Plan of Arrangement, which is attached hereto as Schedule "A" (the "Plan of Arrangement");

THIS COURT ORDERS THAT:

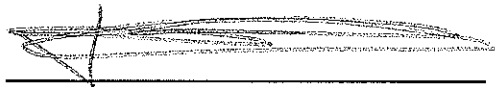
1. The Arrangement as provided for in the Plan of Arrangement be and hereby is approved pursuant to the provisions of Section 291(4)(a) of the Business Corporations Act, S.B.C. 2002, c.57, as amended.
2. The Arrangement may be implemented in the manner set forth in the Plan of Arrangement.

BY THE COURT



REGISTRAR

APPROVED AS TO FORM



Penny Green,
Counsel for the Petitioner Gorilla
Resources Corp.



SCHEDULE "A"

PLAN OF ARRANGEMENT UNDER SECTION 288 OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

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 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);
- (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 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);

- (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.

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ORDER

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