

ARRANGEMENT AGREEMENT

THIS ARRANGEMENT AGREEMENT is made as of and with effect from the 22nd of August, 2013.

AMONG:

CHITRCHATR COMMUNICATIONS INC., a company existing under the *Business Corporations Act* (British Columbia) with a registered office at Suite 1820 Cathedral Place, 925 West Georgia Street, Vancouver, B.C. V6C 3L2

("ChitrChatr")

AND:

GORILLA MINERALS CORP., a company existing under the *Business Corporations Act* (British Columbia), with a head office at Suite 2000, 1177 West Hastings Street, Vancouver, British Columbia V6E 2K3

("Gorilla")

AND:

0978557 B.C. Ltd., a company existing under the *Business Corporations Act* (British Columbia) with a registered office at Suite 1820 Cathedral Place, 925 West Georgia Street, Vancouver, B.C. V6C 3L2

("Subco")

WHEREAS:

- A. Subco is a wholly owned subsidiary of Gorilla created solely for the purpose of giving effect to this Arrangement Agreement.
- B. Gorilla is a reporting issuer in the jurisdictions of British Columbia and Alberta.
- C. The parties have agreed to reorganize their businesses by way of a plan of arrangement to be carried out under the provisions of Part 9, Division 5 of the *Business Corporations Act* (British Columbia) on the terms of the Plan of Arrangement annexed hereto as Schedule A.

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

ARTICLE 1 DEFINITIONS, INTERPRETATION AND SCHEDULES

1.1 Definitions

All capitalized terms in this Arrangement Agreement have the meaning ascribed to them by Section 1.1 of the Plan of Arrangement, unless otherwise defined herein or the context otherwise requires. In addition, words and phrases used herein and defined in the BCBCA shall have the same meaning herein as in the BCBCA unless the context otherwise requires.

1.2 Interpretation Not Affected by Headings

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

1.3 Number, Gender and Persons

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

1.4 Date for any Action

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

1.5 Statutory References

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

1.6 Currency

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

1.7 Entire Agreement

This Arrangement Agreement, together with the agreements and documents herein and therein

referred to, constitute the entire agreement among the parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, among the parties with respect to the subject matter hereof.

1.8 Invalidity of Provisions

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

1.8 Accounting Matters

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

1.9 Schedules

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

Schedule A – Plan of Arrangement

ARTICLE 2 THE ARRANGEMENT

2.1 Implementation Steps

In order to implement the Arrangement, the following steps shall be taken by the parties:

- (a) upon execution of this Arrangement Agreement, ChitrChatr shall forthwith deliver to Gorilla a cheque for payment for the Deposit, which shall be a non-refundable deposit in partial payment of the Purchase Price;
- (b) ChitrChatr covenants in favour of Gorilla and Subco that ChitrChatr shall, subject to the terms of this Arrangement Agreement, use its best efforts to have the ChitrChatr Shareholders approve the Arrangement by unanimous consent resolutions or by convening and holding the ChitrChatr Meeting on a date to be determined by the directors of ChitrChatr, for the purpose of ChitrChatr Shareholders considering and, if deemed advisable, approving the Arrangement and the transactions contemplated thereby by way of the Arrangement Resolution (and for any other proper purpose as may be set out in the notice for such meeting and the Circular), for which the requisite approval shall be 100% of the votes cast thereon by the ChitrChatr Shareholders present in person or represented by proxy at the ChitrChatr Meeting, with each holder of ChitrChatr Shares being entitled to one vote for each one ChitrChatr Share held;

- (c) ChitrChatr shall proceed with and diligently pursue the application to the Court for the Final Order; and
- (d) upon issuance by the Court of the Final Order and subject to the conditions precedent in Article 5 hereof, the Arrangement shall be carried out substantially on the terms set forth in the Plan of Arrangement, subject to such changes as may be mutually agreed to in writing by the parties on the advice of their respective legal, tax, and financial advisors, and the Closing shall proceed in accordance with Section 2.6 and 2.7 hereof.

2.2 Arrangement

The Plan of Arrangement shall, with such other matters as are necessary to give effect to the Arrangement, provide for substantially the following to occur:

- (a) Commencing at the Effective Time, the following shall occur and shall be deemed to occur in the following order, without any further act or formality:
 - (1) ChitrChatr shall acquire all issued and outstanding Subco Shares from Gorilla for consideration of the Purchase Price deliverable on Closing pursuant to Section 2.7 of the Arrangement Agreement, with the Purchase Price comprised of a balance of \$10,000 in cash payable at Closing and the Deposit that was previously paid in accordance with Section 2.1 of the Arrangement Agreement;
 - (2) the central securities register of Subco shall be updated for the purchase and sale of Subco Shares set out in Section 2.3(1) of the Plan of Arrangement;
 - (3) all current directors and officers of Subco will resign their positions in favour of the nominees of ChitrChatr who will be appointed as the new directors and officers of Subco;
 - (4) Gorilla shall issue to ChitrChatr at fair market value the Gorilla Distribution Warrants, such warrants to be issued as fully paid and non-assessable, and ChitrChatr shall issue to Gorilla at fair market value the ChitrChatr Distribution Warrants, such warrants to be issued as fully paid and non-assessable, with each such warrant exercisable for a period of 3 months after the Effective Date at a price of \$0.10 per share; and
 - (5) ChitrChatr and Subco shall execute a 1-for-1 exchange of securities, as follows:
 - a. each ChitrChatr Share, other than a ChitrChatr Share for which Dissent Rights have been validly exercised by the holder thereof who is a Dissenting ChitrChatr Shareholder and who is ultimately entitled to be paid fair value for his ChitrChatr Shares, will be exchanged by the holder thereof without any further act or formality and free and clear of all liens, claims and encumbrances, for one (1) fully paid and non-assessable Subco Share, and the name of each holder will be removed from the central securities register of ChitrChatr and added to the central securities register of Subco;
 - b. the ChitrChatr Shareholder thereof shall be deemed, without any further action on his or her part, to have executed and delivered any necessary

transfer form, power of attorney or assignment required to transfer his or her ChitrChatr Shares to Subco;

- c. the certificates representing the ChitrChatr Shares held by the former ChitrChatr Shareholders will be deemed to have been cancelled subsequent to their transfer to Subco and will be replaced by a single share certificate registered in the name of Subco and Subco will be and will be deemed to be the lawful owner and transferee of all such ChitrChatr Shares; thereafter, any director of Subco will be authorized to execute any such further documents and assurances as may be required by any transfer agent or depository to fully give effect to the transfer and cancellations contemplated hereby; and
- d. all issued and outstanding ChitrChatr Convertible Securities, including the ChitrChatr Distribution Warrants, will be exchanged for like securities issued by Subco that are convertible into Subco Shares on the same terms and conditions as are applicable to the ChitrChatr Convertible Securities, excluding any Dissenting Securities, all issued and outstanding ChitrChatr Convertible Securities shall be cancelled on the central securities register of ChitrChatr excluding any Dissenting Securities, and the name of each holder excluding Dissenting ChitrChatr Securityholders will be added to the central securities register of Subco.

2.3 Section 3(a)(10) Exemption

The parties agree that, at the option of ChitrChatr, the Arrangement may be carried out with so that all Subco Shares, warrants and options issued under the Arrangement by Subco to ChitrChatr Securityholders resident in the United States will be issued in reliance upon the exemption from the registration requirements of the U.S. Securities Act of 1933 (the "1933 Act") provided by Section 3(a)(10) of the 1933 Act (the "**Section 3(a)(10) Exemption**"). At the option of ChitrChatr, to make the Section 3(a)(10) Exemption available to ChitrChatr Securityholders, the Arrangement may be carried out on the following basis:

- (a) the Arrangement will be subject to the approval of the Court;
- (b) the Court will be advised as to the intention of the parties to rely on the Section 3(a)(10) Exemption prior to the hearing required to approve the Arrangement;
- (c) prior to approving the Arrangement the Court will first:
 - a. consider the fairness of the terms and conditions of the Arrangement to the ChitrChatr Securityholders who are subject to the Arrangement; and
 - b. make a determination that the terms and conditions of the exchange of securities under the Arrangement are fair to the ChitrChatr Securityholders;
- (d) the Final Order will expressly state that the Arrangement is approved by the Court as being fair to the ChitrChatr Securityholders; and
- (e) ChitrChatr will ensure that each ChitrChatr Securityholder entitled to Subco Shares, and

each holder of ChitrChatr Options and ChitrChatr Warrants entitled to the equivalent options and warrants to acquire Subco Shares pursuant to the Arrangement will be given adequate notice advising it of its right to attend the hearing of the Court to give approval of the Arrangement and providing it with sufficient information necessary for it to exercise that right.

2.4 ChitrChatr Circular

As promptly as practicable after the execution and delivery of this Arrangement Agreement, ChitrChatr shall prepare the Circular, together with any and all other documents required by the BCBCA or other applicable Laws in connection with the Arrangement. As promptly as practicable after the completion of the Circular, ChitrChatr shall cause the Circular and all other documentation required in connection with the ChitrChatr Meeting to be sent to each ChitrChatr Securityholder and to be filed if required by applicable Laws.

2.5 Preparation of Filings

- (a) Each party hereto shall cooperate in the taking of all such action as may be required under the BCBCA and the policies and requirements of the CNSX in connection with the transactions contemplated by this Arrangement Agreement and the Plan of Arrangement.
- (b) Each party hereto shall, on a timely basis, furnish to each other party hereto all such information concerning it and its securityholders as may be required (and, in the case of its securityholders, available to it) to effect the actions described in Articles 2 hereof, and each covenants that no information furnished by it (to its knowledge in the case of information concerning its shareholders) in connection with such actions or otherwise in connection with the consummation of the Arrangement and the other transactions contemplated by this Arrangement Agreement will contain any untrue statement of a material fact or omit to state a material fact required to be stated in any such document or necessary in order to make any information so furnished for use in any such document not misleading in light of the circumstances in which it is furnished or to be used.
- (c) Each party hereto shall promptly notify the other parties if at any time before or after the Effective Time it becomes aware that the Circular contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to the Circular. In any such event, all parties shall cooperate in the preparation of any supplement or amendment to the Circular that may be required, and shall cause the same to be distributed to the ChitrChatr Shareholders, as necessary.
- (d) ChitrChatr shall ensure that the Circular complies with all applicable Laws and, without limiting the generality of the foregoing, shall ensure that the Circular does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made (other than with respect to any information relating to and provided by Gorilla and Subco) and shall ensure that the Circular provides ChitrChatr Securityholders with information in sufficient detail to permit them to form a reasoned judgment concerning the matters to be placed before them at

the ChitrChatr Meeting.

2.6 Closing

The parties shall meet at Suite 1820 Cathedral Place, 925 West Georgia Street, Vancouver, British Columbia V6C 3L2 at 11 a.m. (Vancouver time) on the Effective Date, or such other time and date as may be agreed upon, for the purposes of closing and giving effect to the Arrangement. The closing shall be carried out in accordance with the provisions of this Arrangement Agreement. Upon closing, the transactions comprising the Arrangement shall occur and shall be deemed to have occurred without any further act or formality in the order set out in the Plan of Arrangement. On closing, each party shall deliver:

- (a) all documents required to be delivered by it hereunder to complete the transactions contemplated hereby, provided that each such document required to be dated the Effective Date shall be dated as of, or become effective on, the Effective Date and shall be held in escrow to be released upon the occurrence of the Effective Date; and
- (b) written confirmation as to the satisfaction or waiver by it of the conditions in its favour set forth in Article 5 herein.

2.7 Purchase and Sale of Subco

At Closing, ChitrChatr shall pay the balance of the Purchase Price less the amount of the previously paid Deposit to Gorilla, on the understanding that the Purchase Price represents the full consideration for the acquisition by ChitrChatr of Subco, inclusive of independent legal fees incurred by Gorilla in connection with the Arrangement and the other transactions contemplated by this Arrangement Agreement.

2.8 Consultation

Each party shall consult with the other parties hereto in issuing any press release or otherwise making any public statement with respect to this Arrangement Agreement or the Arrangement and in making any filing with any Governmental Entity, Securities Authority or stock exchange with respect thereto. The parties hereto shall use commercially reasonable efforts to enable the other to review and comment on all such press releases and filings prior to the release or filing, respectively, thereof.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Gorilla and Subco

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

- (a) *Organization.* Each of Gorilla and Subco has been incorporated, is validly subsisting, and has full corporate or legal power and authority to own its assets and to conduct its business as currently owned and conducted.

- (b) *Capitalization.* Gorilla and Subco are each authorized to issue an unlimited number of common shares without par value. As of August 22, 2013, there were 100 Subco Shares issued and outstanding. All outstanding Subco Shares have been duly authorized and are validly issued and outstanding as fully paid and non-assessable, free of pre-emptive rights. Subco has no options, warrants or other rights, agreements or commitments of any character whatsoever convertible into, or exchangeable or exercisable for or otherwise requiring the issuance, sale or transfer by Subco of any Subco Shares or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire any Subco Shares, other than pursuant to the Arrangement.
- (c) *Authority.* Gorilla and Subco each has all necessary power, authority and capacity to enter into this Arrangement Agreement and all other agreements and instruments to be executed by each of them as contemplated by this Arrangement Agreement, and to perform their respective obligations hereunder and under such other agreements and instruments. The execution and delivery of this Arrangement Agreement by Gorilla and Subco and the completion of the transactions contemplated by this Arrangement Agreement have been authorized by the directors of Gorilla and of Subco, and no other corporate proceedings on the part of Gorilla or Subco are necessary to authorize this Arrangement Agreement or to complete the transactions contemplated hereby, unless otherwise directed by the Court in an order concerning the Arrangement. This Arrangement Agreement has been duly executed and delivered by Gorilla and Subco and constitutes a legal and binding obligation, enforceable against Gorilla and Subco in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally and to general principles of equity. All documents required to be executed by Gorilla and Subco in connection with the transactions contemplated herein will be duly executed and delivered by Gorilla and Subco and, when so executed and delivered, will constitute legal, valid and binding obligations, enforceable against Gorilla and Subco in accordance with their terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.
- (d) *Reporting Status.* Gorilla is a reporting issuer in the jurisdictions of British Columbia and Alberta, and the documents filed by Gorilla on SEDAR were, at their respective dates, true and correct in all material respects and did not omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.
- (e) *No Cease Trade.* Neither Gorilla nor Subco is subject to any cease trade or other order of any applicable stock exchange or Securities Authority and, to the knowledge of Gorilla and Subco, no investigation or other proceeding involving either Gorilla or Subco which may operate to prevent or restrict trading of any securities of Gorilla or Subco is currently in progress or pending before any applicable stock exchange or Securities Authority.
- (f) *No Defaults.* Gorilla and Subco are not in default under, and there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute such a default under, any contract, agreement, licence or franchise to which either of them is a party which would, if terminated due to such default, cause a Material Adverse Effect on Gorilla or Subco.

- (g) *Financial Statements.* The audited interim balance sheets, statements of operations, statements of shareholders' equity, and statements of cash flows of Subco to be delivered by Gorilla and Subco to ChitrChatr will be prepared in accordance with IFRS, consistently applied, and will fairly present in all material respects the financial condition of Subco at the date indicated and the results of operations of Subco for the periods covered and reflect adequate provision for the liabilities of Subco in accordance with IFRS.
- (h) *Corporate Records.* The minute books and corporate records of Subco have been maintained substantially in accordance with all applicable Laws and are complete and accurate in all material respects, except where such incompleteness or inaccuracy would not have a Material Adverse Effect on Subco. Financial books and records and accounts of Subco in all material respects (i) have been maintained in accordance with good business practices, (ii) are stated in reasonable detail and accurately and fairly reflect the transactions and acquisitions and dispositions of assets of Subco, and (iii) accurately and fairly reflect the basis for the financial statements of Subco. Subco has devised and maintains a system of internal accounting controls sufficient to provide reasonable assurances that, in all material respects: (a) transactions are executed in accordance with the general or specific authorization of the management of Subco, and (b) transactions are recorded as necessary (i) to permit the preparation of financial statements in conformity with IFRS or any criteria applicable to such financial statements, and (ii) to maintain accountability for assets and liabilities.
- (i) *Guarantees.* Subco is not a party to or bound by or subject to any guarantee, agreement, contract or commitment providing for such guarantee, indemnification, assumption or endorsement or any like commitment with respect to the obligations, liabilities (contingent or otherwise) or indebtedness of any other Person.
- (j) *Legal Proceedings.* Except as otherwise disclosed herein, there are no actions, suits, investigations or proceedings, whether private, governmental or otherwise, in progress, pending, or to the knowledge of Gorilla or Subco, threatened, against or affecting Subco, including actions, suits, investigations or proceedings against any directors, officers or employees of Gorilla or Subco that relate to the business, affairs, assets or operations of Subco, at law or in equity. There is no judgment, decree, injunction, ruling, order or award of any Governmental Authority outstanding against or affecting Subco. Gorilla and Subco are not aware of any grounds on which any such action, suit, investigation or proceeding might be commenced with any reasonable likelihood of success, and neither Gorilla nor Subco has any present plans or intentions for Subco to initiate any litigation, arbitration or other proceedings against any third party.
- (k) *Liabilities.* ChitrChatr shall pay all the expenses of ChitrChatr in advance of the Effective Date, including incorporation fees, CUSIP fees, listing fees, transfer agent fees and any required accounting fees.
- (l) *Disclosure.* As of the date hereof, the representations and warranties of Gorilla and Subco contained in this Arrangement Agreement and in any agreement, certificate, affidavit, statutory declaration or other document delivered or given pursuant to this Arrangement Agreement are true and correct in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained in such representations not misleading to Gorilla.

- (m) *Finder's Fees.* Gorilla and Subco have not entered into any agreement that would entitle any person to any valid claim against Subco for a broker's commission, finder's fee or any like payment in respect of the Arrangement or any other matter contemplated by this Arrangement Agreement.
- (n) *Arrangement Shares.* Any securities to be issued by Gorilla or Subco to ChitrChatr or any ChitrChatr Securityholders pursuant to the Arrangement will be issued as fully-paid and non-assessable, free of pre-emptive rights.
- (o) *Bankruptcy.* No dissolution, winding up, bankruptcy, liquidation or similar proceedings has been commenced or is pending or proposed in respect of Gorilla or Subco.

3.2 Representations and Warranties of ChitrChatr

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

- (a) *Organization.* ChitrChatr has been incorporated, is validly subsisting and has full corporate or legal power and authority to own its assets and to conduct its business as currently owned and conducted.
- (b) *Capitalization.* ChitrChatr is authorized to issue an unlimited number of ChitrChatr Shares without par value.
- (c) *Authority.* ChitrChatr has all necessary power, authority and capacity to enter into this Arrangement Agreement and all other agreements and instruments to be executed by ChitrChatr as contemplated by this Arrangement Agreement, and to perform its obligations hereunder and under such other agreements and instruments. The execution and delivery of this Arrangement Agreement by ChitrChatr and the completion by ChitrChatr of the transactions contemplated by this Arrangement Agreement have been authorized by the directors of ChitrChatr, and other than the ChitrChatr Shareholder Meeting, no other corporate proceedings on the part of ChitrChatr are necessary to authorize this Arrangement Agreement or to complete the transactions contemplated hereby, unless otherwise directed by the Court in an order concerning the Arrangement. This Arrangement Agreement has been duly executed and delivered by ChitrChatr and constitutes a legal and binding obligation, enforceable against ChitrChatr in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally and to general principles of equity. All documents required to be executed by ChitrChatr in connection with the transactions contemplated herein will be duly executed and delivered by ChitrChatr and, when so executed and delivered, will constitute legal, valid and binding obligations, enforceable against ChitrChatr in accordance with their terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.

- (d) *No Cease Trade.* ChitrChatr is not subject to any cease trade or other order of any applicable stock exchange or Securities Authority and, to the knowledge of ChitrChatr, no investigation or other proceeding involving ChitrChatr which may operate to prevent or restrict trading of any securities of ChitrChatr is currently in progress or pending before any applicable stock exchange or Securities Authority.
- (e) *No Defaults.* ChitrChatr is not in default under, and there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute such a default under, any contract, agreement, licence or franchise to which it is a party which would, if terminated due to such default, cause a Material Adverse Effect on ChitrChatr.
- (f) *Financial Statements.* The financial statements of ChitrChatr to be delivered to Gorilla and Subco will be prepared in accordance with IFRS, consistently applied, and will fairly present in all material respects the financial condition of Subco at the date indicated and the results of operations of Subco for the periods covered and reflect adequate provision for the liabilities of Subco in accordance with IFRS.
- (g) *Corporate Records.* The minute books and corporate records of ChitrChatr contain complete and accurate minutes of all meetings of, and copies of all resolutions passed by, or consented to in writing by, its directors (and any committees thereof) and shareholders since its incorporation, all such meetings were duly called and held and all such resolutions were duly passed or enacted. The registers of shareholders, registers of transfers, registers of directors and other corporate registers of ChitrChatr are complete and accurate in all material respects. ChitrChatr is not a party to or bound by or subject to any shareholder agreement or unanimous shareholder agreement governing its affairs or the relationships, rights and duties of its shareholders and is not subject to a shareholder rights plan or “poison pill” or similar plan.
- (h) *Guarantees.* ChitrChatr is not a party to or bound by or subject to any guarantee, agreement, contract or commitment providing for such guarantee, indemnification, assumption or endorsement or any like commitment with respect to the obligations, liabilities (contingent or otherwise) or indebtedness of any other Person.
- (i) *Legal Proceedings.* Except as otherwise disclosed herein, there are no actions, suits, investigations or proceedings, whether private, governmental or otherwise, in progress, pending, or to the knowledge of ChitrChatr, threatened, against or affecting ChitrChatr, including actions, suits, investigations or proceedings against any directors, officers or employees of ChitrChatr that relate to the business, affairs, assets or operations of ChitrChatr, at law or in equity. There is no judgment, decree, injunction, ruling, order or award of any Governmental Authority outstanding against or affecting ChitrChatr. ChitrChatr is not aware of any grounds on which any such action, suit, investigation or proceeding might be commenced with any reasonable likelihood of success, and does not have any present plans or intentions to initiate any litigation, arbitration or other proceedings against any third party.
- (j) *Disclosure.* As of the date hereof, the representations and warranties of ChitrChatr contained in this Arrangement Agreement and in any agreement, certificate, affidavit, statutory declaration or other document delivered or given pursuant to this Arrangement Agreement are true and correct in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained in such representations not misleading to Gorilla.

- (k) *Finder's Fees*. No commissions, finder's fees or other compensation is payable in respect of the transactions contemplated hereby, other than normal brokerage commissions or similar fees payable in connection with any financing completed by ChitrChatr prior to the Effective Time. Payment of such fees shall be subject to any required regulatory approvals.
- (l) *Arrangement Securities*. Any securities to be issued by ChitrChatr to Gorilla or Subco or any securityholders of each pursuant to the Arrangement will be issued as fully-paid and non-assessable, free of pre-emptive rights.
- (m) *Bankruptcy*. No dissolution, winding up, bankruptcy, liquidation or similar proceedings has been commenced or is pending or proposed in respect of ChitrChatr.

3.3 Survival of Representations and Warranties

The representations and warranties contained in this Arrangement Agreement shall survive the Closing Date for a period of six months. Any investigation by Gorilla and its advisors shall not mitigate, diminish or affect the representations and warranties of Subco or ChitrChatr contained in this Arrangement Agreement. Any investigation by a party and its advisors shall not mitigate, diminish or affect the representations and warranties of the other party contained in this Arrangement Agreement.

ARTICLE 4 COVENANTS

4.1 Covenants of Gorilla and Subco

Gorilla and Subco hereby covenant and agree with ChitrChatr as follows:

- (a) *Copy of Documents*. Except for proxies and other non-substantive communications, Gorilla and Subco shall furnish promptly to ChitrChatr a copy of each notice, report, schedule, or other document or communication delivered, filed, or received by Gorilla or Subco in connection with this Arrangement Agreement, the Arrangement, or any meeting of Gorilla Shareholders in respect of the Arrangement, any filings made under any applicable Law and any dealings or communications with any Governmental Entity, Securities Authority or stock exchange in connection with, or in any way affecting, the transactions contemplated by this Arrangement Agreement.
- (b) *Closing Documents*. Gorilla and Subco shall execute and deliver, or cause to be executed and delivered, at the closing of the transactions contemplated hereby such customary agreements, certificates, resolutions, opinions or other closing documents as may be required by the other parties, all in form satisfactory to such other parties, acting reasonably.
- (c) *Usual Business*. Other than in contemplation of or as required to give effect to the transactions contemplated by this Arrangement Agreement, Gorilla shall conduct the business of Subco only in, and not take any action except in, the ordinary course of business and consistent with past practice. Gorilla will use its best efforts to preserve the current capital and assets of Subco and Subco shall immediately prior to the Effective

Time have no material liabilities accrued, other than as provided in this Arrangement Agreement or as may otherwise be pre-approved by ChitrChatr.

- (d) *Satisfaction of Conditions.* Gorilla and Subco shall use all commercially reasonable efforts to satisfy, or cause to be satisfied, all conditions precedent to its obligations hereunder to the extent that the same is within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable Laws to complete the transactions contemplated by this Arrangement Agreement.
- (e) *Cooperation.* Gorilla and Subco shall make, or cooperate as necessary in the making of, all necessary filings and applications under all applicable Laws required in connection with the transactions contemplated hereby and take all reasonable action necessary to be in compliance with such Laws.
- (f) *Representations.* Gorilla and Subco shall continue to make available and cause to be made available to ChitrChatr and its agents and advisors all documents, agreements, corporate records and minute books as may be necessary to enable ChitrChatr to effect a thorough examination of Gorilla and Subco and the business and financial status thereof and shall cooperate with ChitrChatr in securing access for ChitrChatr to any documents, agreements, corporate records or minute books not in the possession or under the control of Gorilla or Subco.
- (g) *Further Actions.* In a timely and expeditious manner, Gorilla and Subco shall take all such actions as may be required under the BCBCA in connection with the transactions contemplated by this Arrangement Agreement and the Plan of Arrangement, including obtaining all necessary waivers, consents and approvals required to be taken by it to fulfill their obligations under this Arrangement Agreement and to carry out the Arrangement and other transactions contemplated hereby.

4.2 Covenants of ChitrChatr

ChitrChatr hereby covenants and agrees with Gorilla and Subco as follows:

- (a) *Copy of Documents.* Except for proxies and other non-substantive communications, ChitrChatr shall furnish promptly to Gorilla and Subco a copy of each notice, report, schedule or other document or communication delivered, filed or received by ChitrChatr in connection with this Arrangement Agreement, the Arrangement, the Final Order, the ChitrChatr Meeting or any other meeting at which ChitrChatr Securityholders are entitled to attend, including the Circular and any notice of meeting, any filings made under any applicable Laws and any dealings or communications with any Governmental Entity, Securities Authority, the CNSX or any other stock exchange in connection with, or in any way affecting, the transactions contemplated by this Arrangement Agreement.
- (b) *Final Order.* Prior to the Effective Time, ChitrChatr shall file, proceed with and diligently prosecute an application for the Final Order, which application shall be in a form and substance satisfactory to the parties, acting reasonably.
- (c) *Circular and Meeting.* In accordance with Section 2.1(b) and Section 2.5 hereof, ChitrChatr shall forthwith prepare the Circular, call the ChitrChatr Meeting, and use all reasonable commercial efforts to obtain the approval of ChitrChatr Securityholders to the

Arrangement at the ChitrChatr Meeting or by written consent in lieu of a meeting, in accordance with the BCBCA.

- (d) *CNSX Listing.* ChitrChatr shall apply for a listing of the common shares of Subco on the CNSX, to occur following completion of the Arrangement, and concurrent with listing on such exchange, shall select the nominees to be appointed as directors on the board of directors of Subco.
- (e) *Closing Documents.* ChitrChatr shall execute and deliver, or cause to be executed and delivered, at the closing of the transactions contemplated hereby such customary agreements, certificates, resolutions, opinions and other closing documents as may be required by the other party, all in a form satisfactory to the other party, acting reasonably.
- (f) *Usual Business.* Other than in contemplation of or as required to give effect to the transactions contemplated by this Arrangement Agreement, ChitrChatr shall conduct business only in, and not take any action except in, the ordinary course of its business and consistent with past practice.
- (g) *Satisfaction of Conditions.* ChitrChatr shall use all commercially reasonable efforts to satisfy, or cause to be satisfied, all conditions precedent to its obligations hereunder to the extent that the same is within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable Laws to complete the transactions contemplated by this Arrangement Agreement.
- (h) *Cooperation.* ChitrChatr shall make, or cooperate as necessary in the making of, all necessary filings and applications under all applicable Laws required in connection with the transactions contemplated hereby and take all reasonable action necessary to be in compliance with such Laws.
- (i) *Representations.* ChitrChatr shall continue to make available and cause to be made available to Gorilla, Subco, and their respective agents and advisors all documents, agreements, corporate records, and minute books as may be necessary to enable Gorilla and Subco to effect a thorough examination of ChitrChatr and the business and financial status thereof and shall cooperate with Gorilla and Subco in securing access for Gorilla and Subco to any documents, agreements, corporate records or minute books not in the possession or under the control of ChitrChatr.
- (j) *Further Actions.* In a timely and expeditious manner, ChitrChatr shall take all such actions as may be required under the BCBCA in connection with the transactions contemplated by this Arrangement Agreement and the Plan of Arrangement, including obtaining all necessary waivers, consents and approvals required to be taken by it to fulfill its obligations under this Arrangement Agreement and to carry out the Arrangement and other transactions contemplated hereby.

ARTICLE 5 CONDITIONS

5.1 Mutual Conditions

The respective obligations of Gorilla, Subco, and ChitrChatr to complete the transactions contemplated herein are subject to the fulfillment of the following conditions at or before the Effective Time or such other time as is specified below:

- (a) the Court shall have granted the Final Order, in form and substance satisfactory to the parties acting reasonably, and in the Final Order shall have found that the Arrangement is fair and reasonable to the ChitrChatr Securityholders in accordance with Section 2.3 hereof, and the Final Order shall not have been set aside or modified in a manner unacceptable to such parties, acting reasonably, on appeal or otherwise;
- (b) the Arrangement, with or without amendment, shall have been approved by the ChitrChatr Securityholders in accordance with Section 2.1(b) of this Arrangement Agreement, the provisions of the BCBCA and the requirements of any applicable Securities Authority;
- (c) there being no material actions, suits or proceedings, outstanding, pending or threatened against the other party at law or in equity or before or by any federal, provincial, municipal or other government department, commission, bureau, agency or instrumentality;
- (d) the representations and warranties of the each party being true in all material respects at the Effective Time;
- (e) no material adverse change having occurred in the assets, proprietary technology, liabilities, business, operations or financial condition (contingent or otherwise) of each other party from the date of entry into this Arrangement Agreement until the Effective Time; and
- (f) this Arrangement Agreement shall not have been terminated pursuant to Article 7 hereof.
- (g) each party hereto shall be satisfied in its sole and absolute discretion that the results of its tax, financial and legal due diligence investigation of the other parties have not revealed any adverse material fact regarding such other parties or the assets thereof.

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

5.2 Gorilla and Subco Conditions

The obligations of Gorilla and Subco to complete the transactions contemplated herein are subject to the fulfillment of the following additional conditions at or before the Effective Time or such other time as is specified below:

- (a) ChitrChatr shall have obtained the approval of the ChitrChatr Shareholders to complete the Arrangement as contemplated hereby;
- (b) ChitrChatr and Subco shall have complied in all material respects with its covenants herein;
- (c) ChitrChatr shall have complied in all material respects with its covenants and conditions herein;
- (d) the directors of ChitrChatr shall have adopted all necessary resolutions and all other necessary corporate action shall have been taken by ChitrChatr to permit the consummation of the Arrangement and other transactions contemplated hereby; and
- (e) all necessary consents and approvals by third parties shall have been obtained to permit the consummation of the Arrangement.

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

5.3 ChitrChatr Conditions

The obligation of ChitrChatr to complete the transactions contemplated herein is subject to the fulfillment of the following additional conditions at or before the Effective Time or such other time as is specified below:

- (a) ChitrChatr shall have completed, to its sole satisfaction, its due diligence investigation of Gorilla and Subco;
- (b) Subco shall not have incurred any further liabilities or made any payments thereon, other than liabilities and payments in connection with the transactions contemplated herein in respect of regulatory maintenance and filing fees, transfer agent fees, accounting or auditing fees, legal fees and reasonable expenses;
- (c) Subco shall not have issued any securities, other than as contemplated herein or otherwise agreed to by the parties, without the prior written consent of ChitrChatr;
- (d) Gorilla and Subco shall have complied in all material respects with their covenants herein;

- (e) the directors of Gorilla and Subco shall have adopted all necessary resolutions and all other necessary corporate action shall have been taken by Gorilla and Subco to permit the consummation of the Arrangement and the other transactions contemplated hereby;
- (f) all necessary consents and approvals shall have been obtained to permit the consummation of the Arrangement.

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

5.4 Notice and Cure Provisions

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

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

Subject as herein provided, a party hereto may elect not to complete the transactions contemplated hereby pursuant to the conditions contained in sections 5.1, 5.2 or 5.3 hereof or exercise any termination right arising therefrom; provided, however, that (i) promptly and in any event prior to the Effective Time, the party intending to rely thereon has delivered a written notice to the other parties hereto specifying in reasonable detail the breaches of covenants or untruthfulness or inaccuracy of representations and warranties or other matters which the party hereto delivering such notice is asserting as the basis for the exercise of the termination right, as the case may be, and (ii) if any such notice is delivered, and a party hereto is proceeding diligently, at its own expense, to cure such matter, if such matter is susceptible to being cured, the party hereto which has delivered such notice may not terminate this Arrangement Agreement until the expiration of a period of 15 days from date of delivery of such notice.

5.5 Merger of Conditions

The conditions set out in Section 5.1, 5.2 and 5.3 shall be conclusively deemed to have been satisfied, waived or released at the Effective Time and the depositing of an entered copy of the Final Order with the records office of ChitrChatr and Subco.

ARTICLE 6 DISSENT RIGHTS

6.1 Grant of Dissent Rights

Notwithstanding Article 2 hereof, any of the ChitrChatr Securityholders may exercise Dissent Rights in connection with the Arrangement in the manner set forth in sections 237 to 247 of the BCBCA (collectively, the “**Dissent Procedures**”).

6.2 Effect of Exercising Dissent Rights

Any Dissenting ChitrChatr Securityholder who duly exercises Dissent Rights with respect to his Dissenting Securities and who:

- (a) is ultimately entitled to be paid fair value for his Dissenting Securities, shall be deemed to have transferred his Dissenting Securities to ChitrChatr for cancellation immediately before the Effective Date; or
- (b) for any reason is ultimately not entitled to be paid fair value for his Dissenting Securities, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting ChitrChatr Securityholder and shall receive Subco Shares, or the equivalent warrants or options to acquire Subco Shares, as the case may be, on the same basis as every other non-dissenting ChitrChatr Securityholder in accordance with Section 2.2 hereof and the Plan of Arrangement.

6.3 Effect of Dissent on Closing

If a ChitrChatr Securityholder duly exercises their Dissent Rights, ChitrChatr shall immediately before the Effective Date effect the cancellation of such Dissenting Securities, notify Gorilla and Subco of the number of Dissenting Securities subject to cancellation, and will pay fair value to Dissenting ChitrChatr Securityholders for their Dissenting Securities, and Gorilla and Subco will following such notice from ChitrChatr, adjust the number of shares to be issued to ChitrChatr Shareholders for such Dissenting Securities. If any Dissenting ChitrChatr Securityholder is ultimately not entitled to be paid for their Dissenting Securities, ChitrChatr shall distribute to such Dissenting ChitrChatr Securityholder their pro-rata portion of the Subco Shares, or the equivalent warrants or options to acquire Subco Shares, as the case may be, in accordance with Section 2.2 hereof and the Plan of Arrangement.

6.4 Limit on Dissenting Shares

Notwithstanding any other provision of this Arrangement Agreement, ChitrChatr may terminate this Arrangement Agreement without further obligation in the event that Dissent Rights are duly exercised by ChitrChatr Securityholders holding, in the aggregate, in excess of 1% of the issued and outstanding ChitrChatr Shares on a fully diluted basis.

ARTICLE 7 AMENDMENT AND TERMINATION

7.1 Amendment

This Arrangement Agreement may, at any time and from time to time before or after the holding of the ChitrChatr Meeting, be amended by mutual written agreement of the parties without, subject to applicable Laws and the Final Order, further notice to or authorization on the part of their respective securityholders provided that no such amendment reduces or materially adversely affects the consideration to be received by any of the ChitrChatr Securityholders without prior approval by the ChitrChatr Securityholders, given in the same manner as required for the approval of the Arrangement Resolution or as may be ordered by the Court.

7.2 Mutual Understanding Regarding Amendments

The parties hereto mutually agree that if a party hereto proposes any other amendment or amendments to this Arrangement Agreement or to the Plan of Arrangement, the parties shall act reasonably in considering such amendment and if the other parties and its securityholders are not prejudiced by reason of any such amendment they shall co-operate in a reasonable fashion with the party hereto proposing the amendment so that such amendment can be effected subject to applicable Laws and the Final Order.

7.3 Termination

This Arrangement Agreement may be terminated in accordance with Article 5, or by mutual agreement of the parties at any time prior to the Effective Date, in each case without further action on the part of the ChitrChatr Securityholders. This Arrangement Agreement will terminate automatically if the Arrangement has not been effected by the Termination Date. The right of any party to terminate this Arrangement Agreement shall be extinguished upon the occurrence of the Effective Date.

ARTICLE 8 GENERAL

8.1 Time of the Essence

Time shall be of the essence of this Arrangement Agreement.

8.2 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Arrangement Agreement by a party to the other party shall be in writing and may be given by delivering such notice by facsimile transmission, courier service or by hand to the party at the address or fax number for delivery of notice set out below or such other address or number as a party may, from time to time, advise the other party of by notice in writing made in accordance with this section. Any notice, consent, waiver, direction or other communication aforesaid shall, if delivered, be deemed to have been given and received on the date on which it was delivered to the address provided herein (if such a day falls on a Business Day, and if not, then on the next succeeding Business Day) and if sent by facsimile transmission shall be

deemed to have been given and received: (i) on the day of delivery provided it is received prior to 4:00 p.m. on a Business Day; or (ii) the next Business Day if received after 4:00 p.m. on a Business Day or on a non-Business Day.

If to Gorilla or Subco:

Gorilla Minerals Corp.
Suite 2007, 1177 West Hastings Street
Vancouver, British Columbia V6E 2K3
Attention: Donald Sheldon

If to ChitrChatr:

ChitrChatr Communications Inc.
Suite 1820, 925 Street
Vancouver, British Columbia V6C 3L2
Attention: Mehboob Charania

8.3 Public Announcements

The parties hereto agree to coordinate the public disclosure made by them with respect to the Arrangement. The parties hereto further agree that there shall be no public announcement or other disclosure with respect to the Arrangement or of the matters dealt with herein unless they have mutually agreed thereto or unless otherwise required by law or by regulatory rule or policy based on the advice of counsel. If any of the parties hereto is required by law or regulatory rule or policy to make a further public announcement with respect to the Arrangement, such party hereto shall provide as much notice to the other parties hereto as is reasonably possible, including the proposed text of the announcement.

8.4 Expenses

Each party shall bear the costs of its own fees and expenses in connection with this Arrangement Agreement and the transactions contemplated hereby, including legal and accounting fees, printing costs, financial advisor fees and all disbursements by advisors.

8.5 Third Party Beneficiaries

The parties intend that this Arrangement Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the parties.

8.6 Further Assurances

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

8.7 Governing Laws

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

8.8 Enurement and Assignment

This Arrangement Agreement shall enure to the benefit of and be binding upon the parties, their respective successors and permitted assigns, any may not be assigned by any party without the prior written consent of the other party.

8.9 Entire Agreement

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

8.10 Severability

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

8.11 Counterparts

This Arrangement Agreement may be executed in counterparts and delivered by electronic transmission, each of which shall conclusively be deemed to be an original and all of which collectively shall constitute one and the same agreement.

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

CHITRCHATR COMMUNICATIONS INC.

0978557 B.C. LTD.

Per: “Mehboob Charania”
Mehboob Charania

Per: ”Rahim Mohamed”

GORILLA MINERALS CORP.

Per: “Scott Sheldon”
Scott Sheldon, President

Schedule A

PLAN OF ARRANGEMENT UNDER THE PROVISIONS OF DIVISION 5 OF PART 9 OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

ARTICLE 1 INTERPRETATION

1.1 Definitions

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

- (a) “**Arrangement**” means the arrangement under the provisions of section 288 of the BCBCA on the terms and conditions set forth in the Plan of Arrangement, which shall include the exchange of each one ChitrChatr Common Share outstanding for one Subco Common Share;
- (b) “**Arrangement Agreement**” means this arrangement agreement, together with the schedules attached hereto, as may be amended, modified or supplemented from time to time in accordance herewith;
- (c) “**Arrangement Resolution**” means the resolution of ChitrChatr Securityholders in respect of the Arrangement to be proposed at the ChitrChatr Meeting;
- (d) “**BCBCA**” means the *Business Corporations Act* (British Columbia);
- (e) “**Business Day**” means any day, other than a Saturday, a Sunday or a statutory holiday in Vancouver, British Columbia;
- (f) “**ChitrChatr**” means ChitrChatr, a private company incorporated under the BCBCA;
- (g) “**ChitrChatr Convertible Securities**” means all securities issued by ChitrChatr that are convertible, exercisable or exchangeable into ChitrChatr Shares;
- (h) “**ChitrChatr Distribution Warrants**” means the warrants to acquire 1,000 ChitrChatr Shares issuable by ChitrChatr;
- (i) “**ChitrChatr Meeting**” means the special meeting of ChitrChatr Shareholders to consider, and if deemed advisable, approve the Arrangement, to be held as soon as reasonably practicable on such date as may be deemed advisable by the board of directors of ChitrChatr, and any adjournment(s) or postponement(s) thereof;
- (j) “**ChitrChatr Meeting Date**” means the date of the **ChitrChatr Meeting**;
- (k) “**ChitrChatr Options**” means the options to acquire ChitrChatr Shares that are issued and outstanding immediately prior to Closing;
- (l) “**ChitrChatr Securityholders**” means the ChitrChatr Shareholders, the holders of ChitrChatr Options and the holders of ChitrChatr warrants;
- (m) “**ChitrChatr Shares**” means, at any time, the common shares in the authorized capital of ChitrChatr as constituted at such time;
- (n) “**ChitrChatr Shareholders**” means, at any time, the holders of ChitrChatr Shares at such time;
- (o) “**ChitrChatr Warrants**” means the warrants to acquire ChitrChatr Shares that are issued and outstanding immediately prior to Closing;

- (p) **“Circular”** means the management information statement summarizing the transactions under the Arrangement Agreement to be prepared and sent to the ChitrChatr Securityholders in connection with the ChitrChatr Meeting;
- (q) **“Closing”** means closing of the Arrangement contemplated by the Arrangement Agreement;
- (r) **“Closing Date”** means August 29, 2013 or such later date as the parties hereto may agree upon in writing;
- (s) **“CNSX”** means the Canadian National Stock Exchange;
- (t) **“Court”** means the Supreme Court of British Columbia;
- (u) **“Deposit”** means a deposit of \$5,000 payable by ChitrChatr to Gorilla upon execution of the Arrangement Agreement;
- (v) **“Dissent Procedures”** has the meaning set out in Section 6.1 of the Arrangement Agreement and Section 3.1 of this Plan of Arrangement;
- (w) **“Dissent Rights”** means the dissent rights granted to ChitrChatr Securityholders pursuant to Article 6 of the Arrangement Agreement and exercised in accordance with Article 3 of the Plan of Arrangement;
- (x) **“Dissenting ChitrChatr Securityholder”** means a ChitrChatr Securityholder who has duly exercised a Dissent Right pursuant to Article 6 of the Arrangement Agreement and Article 3 of the Plan of Arrangement and who is ultimately entitled to be paid fair value for the ChitrChatr Shares, ChitrChatr Options or ChitrChatr Warrants held by such holder in accordance with the Plan of Arrangement;
- (y) **“Dissenting Securities”** means the ChitrChatr Shares, ChitrChatr Options and ChitrChatr Warrants in respect of which Dissenting ChitrChatr Securityholders have exercised a right of dissent;
- (z) **“Effective Date”** means the date on which the Arrangement becomes effective, which date shall be the Closing Date; ;
- (aa) **“Effective Time”** means 1 p.m. (Vancouver time) on the Effective Date;
- (bb) **“Gorilla”** means Gorilla Minerals Corp., a reporting issuer incorporated under the BCBCA;
- (cc) **“Gorilla Distribution Warrants”** means the warrants to acquire 10,000 Gorilla Shares issuable by Gorilla;
- (dd) **“Gorilla Shareholders”** means, at any time, the holders of Gorilla Shares at such time;
- (ee) **“Gorilla Shares”** means, at any time, the common shares in the authorized capital of Gorilla as constituted at such time;
- (ff) **“Final Order”** means the order of the Court approving the Arrangement granted pursuant to section 291(4)(a) of the BCBCA, as such order may be amended at any time prior to the Effective Date or, if appealed, then unless such appeal is abandoned, withdrawn or denied, as affirmed;
- (gg) **“Governmental Entity”** means any
 - a. multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal (judicial, quasi-judicial, administrative or quasi-administrative), arbitral body,

commission, board, bureau or agency, domestic or foreign;

- b. any subdivision, agency, commission, board or authority of any of the foregoing;
or
 - c. any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority in respect of or for the account of any of the foregoing;
- (hh) **"IFRS"** means the International Financial Reporting Standards;
- (ii) **"Laws"** means all statutes, regulations, statutory rules, principles of law, orders, published policies and guidelines, and terms and conditions of any grant of approval, permission, authority or licence of any court, Governmental Entity, statutory body or self-regulatory authority, 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 Person having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities;
- (jj) **"Material Adverse Effect"**, when used in connection with Gorilla, Subco or ChitrChatr, means any matter or action that has an effect that is, or would reasonably be expected to be, material and adverse to the business, properties, assets, operations, condition (financial or otherwise) or prospects of such party;
- (kk) **"Person"** includes an individual, partnership, association, body corporate, trustee, executor, administrator, legal representative, government, regulatory authority or other entity;
- (ll) **"Plan of Arrangement"** means the plan of arrangement annexed as Schedule A to the Arrangement Agreement, as may be amended, varied, modified or supplemented from time to time in accordance with the Arrangement Agreement, the Plan of Arrangement, or by order of the Court;
- (mm) **"Purchase Price"** means the aggregate purchase price of \$15,000 to be paid by ChitrChatr to Gorilla as partial consideration for the acquisition of Subco;
- (nn) **"Registrar"** means the Registrar of Companies for the Province of British Columbia duly appointed under the BCBCA;
- (oo) **"Section 3(a)(10) Exemption"** has the meaning set out in Section 2.3 of the Arrangement Agreement;
- (pp) **"Securities Authorities"** means the British Columbia Securities Commission and the other securities regulatory authorities in the provinces and territories of Canada and the Securities and Exchange Commission of the United States of America, collectively;
- (qq) **"SEDAR"** means the System for Electronic Disclosure and Analysis;
- (rr) **"Subco"** means 0978557 B.C. Ltd., a company incorporated under the BCBCA as the wholly-owned subsidiary of Gorilla;
- (ss) **"Subco Shares"** means, at any time, the common shares in the authorized capital of Subco as constituted at such time;
- (tt) **"Subco Shareholders"** means, at any time, the holders of Subco Shares at such time;
- (uu) **"Tax Act"** means the *Income Tax Act* (Canada);

- (vv) **“Taxes”** means all taxes, assessments, charges, dues, duties, rates, fees, imposts, levies and similar charges of any kind lawfully levied, assessed or imposed by any Governmental Entity, including, without limitation, all income taxes (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and all capital taxes, gross receipts taxes, environmental taxes, sales taxes, use taxes, ad valorem taxes, value added taxes, transfer taxes, franchise taxes, license taxes, withholding taxes, payroll taxes, employment taxes, Canada and Quebec Pension Plan premiums, employer health taxes, excise, severance, social security, workers' compensation, employment insurance or compensation taxes or premium, stamp taxes, occupation taxes, premium taxes, property taxes, windfall profits taxes, alternative or add-on minimum taxes, goods and services tax, customs duties or other taxes, fees, imports, assessments or charges of any kind whatsoever, together with any interest, fines and any penalties or additional amounts imposed by any taxing authority (domestic or foreign) on such entity, and any interest, penalties, additional taxes and additions to tax imposed with respect to the foregoing or that may become payable in respect thereof; and liability for any of the foregoing as a transferee or successor, guarantor or surety or in a similar capacity under any contract, arrangement, agreement, understanding or commitment (whether written or oral);
- (ww) **“Termination Date”** means October 1, 2013 or such later date as may be agreed upon in writing by the parties; and
- (xx) **“Transfer Agent”** means the registrar and transfer agent for the Subco Shares.

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

1.2 Interpretation Not Affected by Headings

The division of this Plan of Arrangement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings herein are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Plan of Arrangement. Unless otherwise indicated, any reference in this Plan of Arrangement to a section or an exhibit refers to the specific section of or exhibit to this Plan of Arrangement.

1.3 Number, Gender and Persons

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

1.4 Date for any Action

If any date on which any action is required to be taken under this Plan of Arrangement is not a Business Day, such action shall be required to be taken on the next succeeding Business Day.

1.5 Currency

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

ARTICLE 2 THE ARRANGEMENT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant to, and is subject to the provisions of and forms a part of the Arrangement Agreement, as amended in accordance with its terms or by order of the Court.

2.2 Effective Date

The Plan of Arrangement shall become effective at, and be binding on the parties and the ChitrChatr Securityholders at and after the Effective Time.

2.3 Arrangement Procedure

Commencing at the Effective Time, the following shall occur and be deemed to occur in the following order without any further act or formality:

- (1) ChitrChatr shall acquire all issued and outstanding Subco Shares from Gorilla for consideration of the the Purchase Price deliverable on Closing pursuant to Section 2.7 of the Arrangement Agreement, with the Purchase Price comprised of a balance of \$10,000 in cash payable at Closing and the Deposit that was previously paid in accordance with Section 2.1 of the Arrangement Agreement;
- (2) the central securities register of Subco shall be updated for the purchase and sale of Subco Shares set out in Section 2.3(1) of this Plan of Arrangement;
- (3) all current directors and officers of Subco will resign their positions in favour of the nominees of ChitrChatr who will be appointed as the new directors and officers of Subco;
- (4) Gorilla shall issue to ChitrChatr at fair market value the Gorilla Distribution Warrants, such warrants to be issued as fully paid and non-assessable, and ChitrChatr shall issue to Gorilla at fair market value the ChitrChatr Distribution Warrants, such warrants to be issued as fully paid and non-assessable, with each such warrant exercisable for a period of 3 months after the Effective Date at a price of \$0.10 per share; and
- (5) ChitrChatr and Subco shall execute a 1-for-1 exchange of securities, as follows:
 - a. each ChitrChatr Share, other than a ChitrChatr Share for which Dissent Rights have been validly exercised by the holder thereof who is a Dissenting ChitrChatr Shareholder and who is ultimately entitled to be paid fair value for his ChitrChatr Shares, will be exchanged by the holder thereof without any further act or formality and free and clear of all liens, claims and encumbrances, for one (1) fully paid and non-assessable Subco Share, and the name of each holder will be removed from the central securities register of ChitrChatr and added to the central securities register of Subco;
 - b. the ChitrChatr Shareholder thereof shall be deemed, without any further action on his or her part, to have executed and delivered any necessary transfer form,

power of attorney or assignment required to transfer his or her ChitrChatr Shares to Subco;

- c. the certificates representing the ChitrChatr Shares held by the former ChitrChatr Shareholders will be deemed to have been cancelled subsequent to their transfer to Subco and will be replaced by a single share certificate registered in the name of Subco and Subco will be and will be deemed to be the lawful owner and transferee of all such ChitrChatr Shares; thereafter, any director of Subco will be authorized to execute any such further documents and assurances as may be required by any transfer agent or depository to fully give effect to the transfer and cancellations contemplated hereby; and
- d. all issued and outstanding ChitrChatr Convertible Securities, including the ChitrChatr Distribution Warrants, will be exchanged for like securities issued by Subco that are convertible into Subco Shares on the same terms and conditions as are applicable to the ChitrChatr Convertible Securities, excluding any Dissenting Securities, all issued and outstanding ChitrChatr Convertible Securities shall be cancelled on the central securities register of ChitrChatr excluding any Dissenting Securities, and the name of each holder excluding Dissenting ChitrChatr Securityholders will be added to the central securities register of Subco.

2.4 Certificates of Subco Securities

Subco shall, as soon as practicable following the Effective Time, arrange for the delivery to holders of ChitrChatr Shares of one or more certificates representing that number of Subco Shares, and to holders of ChitrChatr Convertible Securities, one or more certificates representing options and warrants to purchase the equivalent Subco Convertible Securities, determined in accordance with Section 2.3 of this Plan of Arrangement. ChitrChatr shall arrange for the cancellation on its books and records of all previously issued certificates for ChitrChatr Shares and ChitrChatr Convertible Securities. In the event of a transfer of ownership of ChitrChatr Shares, ChitrChatr Options or ChitrChatr Warrants that is not registered in the transfer records of ChitrChatr, one or more certificates representing the proper number of Subco Shares, or options and warrant to purchase same, may be issued to the transferee if the certificates representing such ChitrChatr Shares, ChitrChatr Options and ChitrChatr Warrants are presented to the Transfer Agent, accompanied by all documents required to evidence and effect such transfer to the transferee. Until surrendered as contemplated by this Section 2.4, each certificate which immediately prior to the Effective Time represented one or more outstanding ChitrChatr Shares, ChitrChatr Options or ChitrChatr Warrants shall be deemed at all times after the Effective Time to represent only the right to receive upon such surrender the certificates representing Subco Shares, or options and warrants to purchase same, as contemplated by this Section 2.4.

2.5 Fractional Shares

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

2.6 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,

Subco, and ChitrChatr 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 issuance, transfer or cancellation of shares, any powers of attorney evidencing the transfer of securities and any receipt therefor and any necessary additions to or deletions from the central securities register.

ARTICLE 3 RIGHTS OF DISSENT

3.1 ChitrChatr Rights of Dissent

Each ChitrChatr Securityholder may exercise Dissent Rights with respect to his ChitrChatr securityholdings pursuant to and in the manner set forth in Sections 237 to 247 of the BCBCA, Article 6 of the Arrangement Agreement, and this Section 3.1 (the “**Dissent Procedures**”) in connection with the Arrangement, provided that, notwithstanding Subsection 242(1)(a) of the BCBCA, the written objection to the Arrangement Resolution referred to in Subsection 242(1)(a) of the BCBCA must be received by ChitrChatr not later than 5:00 p.m. (Vancouver Time) on the last Business Day preceding the ChitrChatr Meeting Date. Each ChitrChatr Securityholder who duly exercises such Dissent Rights and who is ultimately:

- (a) entitled to be paid fair value for his ChitrChatr Shares, ChitrChatr Options or ChitrChatr Warrants, shall be deemed to have transferred such ChitrChatr Shares, ChitrChatr or ChitrChatr Warrants to ChitrChatr as of the Effective Time without any further act or formality and free and clear of all liens, claims and encumbrances, in consideration for the payment by ChitrChatr of the fair value thereof, in cash; or
- (b) not entitled, for any reason, to be paid fair value for his ChitrChatr Shares, ChitrChatr Options or ChitrChatr Warrants, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting ChitrChatr Securityholder and shall receive Subco Shares, or options and warrants to purchase same, on the basis determined in accordance with Section 2.3(5);

but in no case shall ChitrChatr or any other Person be required to recognize each such holder as a ChitrChatr Securityholder after the Effective Time, and the name of each such ChitrChatr Securityholder duly exercising Dissent Rights shall be removed from the central securities register of ChitrChatr at the Effective Time.

ARTICLE 4 AMENDMENT

4.1 Documentation

Gorilla, Subco, and ChitrChatr reserve the right to collectively amend, modify and/or supplement this Plan of Arrangement at any time and from time to time, provided that any such amendment, modification or supplement must be contained in a written document which is filed with the Court and, if made following the dates on which the Arrangement is approved by the ChitrChatr Securityholders, :

(a) is approved by the Court; and

(b) if the Court so directs, is approved by the ChitrChatr Securityholders;

and, in any event, is communicated to the ChitrChatr Securityholders in the manner required by the Court, if so directed.

4.2 Timing

Any amendment, modification or supplement to this Plan of Arrangement, if agreed to by the parties, may be made at any time and, and shall become part of this Plan of Arrangement for all purposes, unless it materially affects the rights or entitlements of the ChitrChatr Securityholders, in which case it must also be accepted by the ChitrChatr Securityholders.

4.3 Consent

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

ARTICLE 5 TERMINATION

5.1 Termination

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