

ARRANGEMENT AGREEMENT

THIS AGREEMENT is made as of the 30th day of November, 2011

BETWEEN

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

("Dizun")

AND

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

("New Dizun")

AND

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

("Gorilla")

WHEREAS:

- A. New Dizun is a wholly owned subsidiary of Dizun created solely to effect the purposes of this Agreement.
- B. Gorilla is a reporting issuer and listed on the Canadian National Stock Exchange.
- C. In order to make New Dizun a reporting issuer, the parties propose an arrangement under the provisions of the *Business Corporations Act* (British Columbia) that involves Dizun, New Dizun, and Gorilla (collectively, the "**Parties**") on the terms and conditions set forth in the plan of arrangement attached hereto as Schedule A.

NOW THEREFORE, the Parties hereby agree as follows:

ARTICLE 1 DEFINITIONS, INTERPRETATION AND SCHEDULES

1.1 Definitions

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

- (a) **"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;
- (b) **"Arrangement"** means the arrangement under the provisions of section 288 of the *BCA* on the terms and conditions set forth in the Plan of Arrangement, which shall include the exchange of each one Dizun Common Share outstanding for one New Dizun Common Share;
- (c) **"BCA"** means the *Business Corporations Act* (British Columbia);
- (d) **"Business Day"** means any day, other than a Saturday, a Sunday or a statutory holiday in Vancouver, British Columbia;
- (e) **"Closing Date"** means December 8, 2011 or such later date as the parties hereto may agree upon in writing;
- (f) **"CNSX"** means the Canadian National Stock Exchange;
- (g) **"Court"** means the Supreme Court of British Columbia;
- (h) **"Effective Date"** means the date on which the Arrangement becomes effective, which date shall be the Closing Date;
- (i) **"IFRS"** means the International Financial Reporting Standards.
- (j) **"Order"** means the order of the Court pursuant to subsection 291 of the *BCA* approving the Arrangement, as such order may be amended at any time prior to the Effective Date or, if appealed, then unless such appeal is withdrawn or denied, as affirmed;
- (k) **"Governmental Entity"** means any applicable (i) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal (judicial, quasi-judicial, administrative or quasi-administrative), arbitral body, commission, board, bureau or agency, domestic or foreign, (ii) any subdivision, agency, commission, board or authority of any of the foregoing, or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority in respect of or for the account of any of the foregoing;
- (l) **"Laws"** means all laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, instruments, policies, notices, directions and judgments or other requirements of any Governmental Entity;
- (m) **"Dizun Shares"** means the common shares in the capital of Dizun;
- (n) **"New Dizun Shares"** means the common shares in the capital of New Dizun;
- (o) **"Dizun Shareholders"** means, at any time, the holders of Dizun Shares at such time;
- (p) **"New Dizun Shareholders"** means, at any time, the holders of New Dizun Shares at such time;

- (q) **"Plan of Arrangement"** means the plan of arrangement substantially in the form and content attached as Schedule A hereto and any amendment thereto made in accordance with this Agreement;
- (r) **"Gorilla Shares"** means the common shares in the capital of Gorilla;
- (s) **"Gorilla Shareholders"** means, at any time, the holders of Gorilla Shares at such time;
- (t) **"Registrar"** means the British Columbia Registrar of Companies;
- (u) **"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;
- (v) **"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);
- (w) **"Tax Act"** means the *Income Tax Act* (Canada); and
- (x) **"Tax Returns"** means all returns, schedules, elections, forms, notices, declarations, reports, information returns and statements filed or required to be filed with any taxing authority relating to Taxes.

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

1.2 Interpretation Not Affected by Headings

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

1.3 Number, Gender and Persons

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

1.4 Date for any Action

If the date on which any action is required to be taken hereunder by any party hereto 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 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 Agreement are expressed in the lawful currency of Canada.

1.7 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. To the extent permitted by applicable Law, the parties hereto waive any provision of Law which renders any provision of this Agreement or any part thereof invalid or unenforceable in any respect. The parties hereto 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 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

Schedules A and B attached to this Agreement are incorporated by reference into and form part of this Agreement. Schedule C does not form part of this Agreement.

ARTICLE 2 THE ARRANGEMENT

2.1 Arrangement

The Parties agree to carry out the Arrangement 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.

2.2 Court Proceedings

As soon as is reasonably practicable after the date of execution of this Agreement, Dizun shall apply to the Court pursuant to Section 291 of the *BCA* for the Order approving the Arrangement and, in connection with such application, Dizun shall file, proceed with, and diligently prosecute an application to the Court for the Order.

2.3 Closing Date

Unless this Agreement is terminated pursuant to the provisions herein, the parties hereto shall meet at Suite 1820 Cathedral Place, 925 West Georgia Street, Vancouver, British Columbia V6C 3L2 at 9:00 a.m. (Vancouver time) on the Closing Date for the purpose of implementing the Plan of Arrangement.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Gorilla

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

- (a) *Organization.* Gorilla 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 is authorized to issue an unlimited number of Gorilla Shares without par value. As at November 15, 2011, there were 11,722,480 Gorilla Shares outstanding. All outstanding Gorilla Shares have been duly authorized and are validly issued and outstanding as fully paid and non-assessable, free of pre-emptive rights.
- (c) *Power.* Gorilla has all necessary power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by Gorilla as contemplated by this Agreement, and to perform its obligations hereunder and under such other agreements and instruments. The execution and delivery of this Agreement by Gorilla and the completion by Gorilla of the transactions contemplated by this Agreement have been authorized by the directors of Gorilla, and no other corporate proceedings on the part of Gorilla are necessary to authorize this Agreement or to complete the transactions contemplated hereby.
- (d) *Reporting Status.* Gorilla Shares are listed for trading on the CNSX.
- (e) *No Cease Trade.* Gorilla is not subject to any cease trade or other order of any applicable stock exchange or Securities Authority and, to the knowledge of Gorilla,

no investigation or other proceeding involving Gorilla which may operate to prevent or restrict trading of any securities of Gorilla is currently in progress or pending before any applicable stock exchange or Securities Authority.

- (f) *Bankruptcy.* No dissolution, winding up, bankruptcy, liquidation or similar proceedings has been commenced or is pending or proposed in respect of Gorilla.

3.2 Representations and Warranties of New Dizun

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

- (a) *Organization.* New Dizun 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.* New Dizun is authorized to issue an unlimited number of New Dizun Shares without par value and an unlimited number of New Dizun Preferred Shares without par value. As at November 21, 2011, there was 1 New Dizun Common Share outstanding. New Dizun 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 New Dizun of any New Dizun Shares or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire any New Dizun Shares, other than pursuant to the Arrangement. All outstanding New Dizun Shares have been authorized and are validly issued and outstanding as fully paid and non-assessable, free of pre-emptive rights.
- (c) *Power.* New Dizun has all necessary power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by New Dizun as contemplated by this Agreement, and to perform its obligations hereunder and under such other agreements and instruments. The execution and delivery of this Agreement by New Dizun and the completion by New Dizun of the transactions contemplated by this Agreement have been authorized by the directors of New Dizun, and no other corporate proceedings on the part of New Dizun are necessary to authorize this Agreement or to complete the transactions contemplated hereby.
- (d) *Financial Matters.* The audited interim balance sheets, statements of operations, statements of shareholders' equity, and statements of cash flows of Dizun were prepared in accordance with Canadian GAAP, consistently applied, and fairly present in all material respects the financial condition of Dizun at the date indicated and the results of operations of Dizun for the periods covered and reflect adequate provision for the liabilities of Dizun in accordance with IFRS.
- (e) *Books and Records.* The corporate records and minute books of Dizun have been maintained substantially in accordance with all applicable Laws and are complete and accurate in all material respects, except where such incompleteness or inaccuracy would not have an adverse effect on Dizun. Financial books and records and accounts of Dizun 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 Dizun, and (iii) accurately and fairly reflect the basis for the financial statements of Dizun. Dizun 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 Dizun, 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.

- (f) *Litigation.* There are no actions, suits, proceedings, order, investigations or claims pending or in progress or, to the knowledge of New Dizun, threatened against or relating to New Dizun or any of its properties or assets, at law or in equity.
- (g) *Bankruptcy.* No dissolution, winding up, bankruptcy, liquidation or similar proceedings has been commenced or is pending or proposed in respect of New Dizun.
- (h) *Compliance with Laws.* New Dizun has complied with and is not in violation of any applicable Laws.
- (i) *No Broker's Commission.* New Dizun has not entered into any agreement that would entitle any person to any valid claim against New Dizun for a broker's commission, finder's fee or any like payment in respect of the Arrangement or any other matter contemplated by this Agreement.
- (j) *Shares.* The New Dizun Shares to be issued to the Dizun Shareholders and the Gorilla Shareholders pursuant to the Arrangement will be issued as fully-paid and non-assessable, free of pre-emptive rights.

3.3 Representations and Warranties of Dizun

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

- (a) *Organization.* Dizun 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.* Dizun is authorized to issue an unlimited number of Dizun Shares without par value. As at November 25, 2011, there were 10,088,234 Dizun Shares outstanding. Dizun 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 Dizun of any Dizun Shares or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire any Dizun Shares, other than private placements to issue up to 200,000 Dizun Shares at \$0.17 per share (the "**Dizun Private Placement Shares**") which Dizun shall complete on or before the Effective Date. All outstanding Dizun Shares have been authorized and are validly issued and outstanding as fully paid and non-assessable, free of pre-emptive rights. All Dizun Private Placement Shares will also be authorized, validly issued and outstanding as fully paid and non-assessable, free of pre-emptive rights.
- (c) *Power.* Dizun has all necessary power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by Dizun as contemplated by this Agreement, and to perform its obligations hereunder and under such other agreements and instruments. The execution and delivery of this Agreement by Dizun and the completion by Dizun of the transactions contemplated by this Agreement have been authorized by the directors of Dizun and, subject to the approval by the Dizun Shareholders in the manner contemplated herein, no other corporate

proceedings on the part of Dizun are necessary to authorize this Agreement or to complete the transactions contemplated hereby.

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

3.4 Survival of Representations and Warranties

The representations and warranties contained in this 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 New Dizun or Dizun contained in this Agreement. Any investigation by New Dizun and its advisors shall not mitigate, diminish or affect the representations and warranties of Gorilla and Dizun contained in this Agreement. Any investigation by Dizun and its advisors shall not mitigate, diminish, or affect the representations and warranties of Gorilla and New Dizun contained in this Agreement.

ARTICLE 4 COVENANTS

4.1 Covenants of Gorilla

Gorilla hereby covenants and agrees with New Dizun and Dizun as follows:

- (a) *Closing Documents.* Gorilla shall execute and deliver, or cause to be executed and delivered, at the closing of the transactions contemplated hereby such customary agreements, certificates, resolutions, opinions and other closing documents as may be required by the other parties hereto, all in form satisfactory to the other parties hereto, acting reasonably.

4.2 Covenants of New Dizun

New Dizun hereby covenants and agrees with Gorilla and Dizun as follows:

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

4.3 Covenants of Dizun

Dizun hereby covenants and agrees with Gorilla and New Dizun as follows:

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

ARTICLE 5 CONDITIONS

5.1 Mutual Conditions

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

- (a) the Arrangement, with or without amendment, shall have been approved by the Dizun Shareholders in accordance with the provisions of the *BCA* and the requirements of any applicable Securities Authority;
- (b) the Order shall have been granted in form and substance satisfactory to the parties hereto, acting reasonably, and shall not have been set aside or modified in a manner unacceptable to such parties, acting reasonably, on appeal or otherwise;
- (c) this Agreement shall not have been terminated pursuant to Article 6 hereof; and
- (d) each of the parties 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 Agreement by written notice to the other parties in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by such rescinding party.

5.2 Gorilla Conditions

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

- (a) Dizun and New Dizun shall have complied in all material respects with its covenants herein;
- (b) the directors of Dizun and New Dizun shall have adopted all necessary resolutions and all other necessary corporate action shall have been taken by Dizun and New Dizun to permit the consummation of the Arrangement;
- (c) Gorilla shall be satisfied that the New Dizun Shares outstanding immediately after giving effect to the Arrangement are listed for trading on the CNSX as of the Closing Date; and
- (d) all necessary consents and approvals shall have been obtained to permit the consummation of the Arrangement.

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

5.3 Dizun and New Dizun Conditions

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

- (a) Gorilla shall have complied in all material respects with its covenants herein;
- (b) the directors of Gorilla shall have adopted all necessary resolutions and all other necessary corporate action shall have been taken by Gorilla to permit the consummation of the Arrangement;
- (c) the Gorilla Shareholders listed in Schedule B hereto shall agree in writing to receive the number of shares specified therein; and
- (d) Scott Sheldon, Don Sheldon and Mark Curry shall execute stock restriction agreements in form and substance as set on in Schedule C.

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

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 Date, of any event or state of facts which occurrence or failure would, would be likely to or could:

- (a) cause any of the representations or warranties of such party 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 Date; 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 Closing Date, the party hereto 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 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 sections 5.1, 5.2 or 5.3 hereof shall be conclusively deemed to have been satisfied, fulfilled, or waived on the Effective Date.

ARTICLE 6 AMENDMENT AND TERMINATION

6.1 Amendment

This Agreement, including the Plan of Arrangement and any of the other schedules, may, at any time and from time to time, be amended by mutual written agreement of the parties hereto without, subject to all applicable Laws, further notice to or authorization on the part of the Dizun Shareholders, and any such amendment may, without limitation:

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

provided, however, that notwithstanding the foregoing, the terms of section 2.2 of the Plan of Arrangement shall not be amended without the approval of the Dizun Shareholders given in the same manner as required for the approval of the Arrangement or as may be ordered by the Court. This Agreement and the Plan of Arrangement may be amended in accordance with the Order, but in the event that the terms of the Order require any such amendment, the rights of the parties hereto under sections 5.1, 5.2, 5.3, 5.4 and Article 6 hereof shall remain unaffected.

6.2 Mutual Understanding Regarding Amendments

The parties hereto mutually agree that if a party hereto proposes any other amendment or amendments to this Agreement or to the Plan of Arrangement, the parties shall act reasonably in considering such amendment and if the other parties and the shareholders thereof 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 rights of the Dizun Shareholders.

6.3 Termination

This Agreement may be terminated at any time prior to the Closing Date by the mutual written agreement of the parties hereto, and shall terminate automatically at 12:01 a.m. (Vancouver time) on December 31, 2011 if the Effective Date is not prior to that date.

ARTICLE 7 GENERAL

7.1 Notices

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

and received on the next Business Day. The address for service of each of the parties hereto shall be as follows:

if to Gorilla :

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

with a copy (which shall not constitute notice) to:

Getz Prince Wells LLP
Suite 1810, 1111 West Georgia Street
Vancouver, British Columbia V6E 4M3
Attention: Drew Wells
Fax: 604-685-9798

if to Dizun:

Dizun Holdings Limited
Suite 1820 Cathedral Place
925 West Georgia Street
Vancouver, British Columbia V6C 3L2
Fax: 604-632-1730

if to New Dizun:

Dizun International Enterprises Inc.
Suite 1820 Cathedral Place
925 West Georgia Street
Vancouver, British Columbia V6C 3L2
Fax: 604-632-1730

7.2 Remedies

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

7.3 Public Announcements

The parties 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.

7.4 Expenses

The parties hereto agree that all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, including legal and accounting fees, printing costs, financial advisor fees and all disbursements by advisors, shall be paid by Dizun. To that end, promptly upon receipt of evidence satisfactory to it, acting reasonably, Dizun shall reimburse such costs and expenses incurred by Gorilla.

7.5 Time of the Essence

Time shall be of the essence of this Agreement.

7.6 Entire Agreement

This 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.

7.7 Further Assurances

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

7.8 Governing Law

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

7.9 Enurement and Assignment

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

7.10 Severability

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

7.11 Execution in Counterparts

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

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

GORILLA RESOURCES CORP.

Per: "Scott Sheldon"
Scott Sheldon, President

DIZUN HOLDINGS LIMITED

Per: "Susanna Leung"
Authorized Signatory

DIZUN INTERNATIONAL ENTERPRISES INC.

Per: "Susanna Leung"
Authorized Signatory

Schedule A

PLAN OF ARRANGEMENT

ARTICLE 1 INTERPRETATION

1.1 Definitions

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

- (a) **"Arrangement"** means the arrangement under the provisions of Division 5 of Part 9 of the *BCA* on the terms and conditions set forth in this Plan of Arrangement;
- (b) **"Arrangement Agreement"** means the arrangement agreement between Gorilla, New Dizun, and Dizun, to which this Plan of Arrangement is attached as Schedule A;
- (c) **"BCA"** means the *Business Corporations Act* (British Columbia);
- (d) **"CNSX"** means the Canadian National Stock Exchange;
- (e) **"Court"** means the Supreme Court of British Columbia;
- (f) **"Dissent Rights"** means the right of the Dizun Shareholders to dissent to the Arrangement described in Article 3 of this Plan of Arrangement;
- (g) **"Dissenting Dizun Shareholder"** means a Dizun Shareholder who has duly exercised a Dissent Right pursuant to Article 3 of this Plan of Arrangement and who is ultimately entitled to be paid the fair value of the Dizun Shares held by such Dizun Shareholder;
- (h) **"Effective Date"** means the date on which the Arrangement becomes effective, which date shall be the Closing Date; ;
- (i) **"Order"** means the order of the Court pursuant to subsection 291 of the *BCA* approving the Arrangement, as such order may be amended at any time prior to the Effective Date or, if appealed, then unless such appeal is withdrawn or denied, as affirmed;
- (j) **"Dizun"** means Dizun Holdings Limited, a company governed by the *BCA*;
- (k) **"Dizun Shares"** means the common shares in the capital of Dizun;
- (l) **"New Dizun"** means Dizun International Enterprises Inc., a company governed by the *BCA*;
- (m) **"New Dizun Shares"** means the common shares in the capital of New Dizun;
- (n) **"New Dizun Shareholders"** means, at any time, the holders of New Dizun Shares at such time;
- (o) **"Dizun Record Date"** means the date established by Dizun for determining the Dizun Shareholders entitled to exercise Dissent Rights;
- (p) **"Dizun Shareholders"** means, at any time, the holders of Dizun Shares at such time;
- (q) **"Plan of Arrangement"** means this plan of arrangement, as may be amended, modified or supplemented from time to time in accordance herewith or by order of the Court;
- (r) **"Gorilla"** means Gorilla Resources Corp., a company governed by the *BCA*, the common shares of which are listed on the CNSX;

- (s) **"Gorilla Shares"** means the common shares in the capital of Gorilla;
- (t) **"Gorilla Shareholders"** means, at any time, the holders of Gorilla Shares at such time;
- (u) **"Registrar"** means the British Columbia Registrar of Companies;
- (v) **"Transfer Agent"** means Computershare Trust Company, the registrar and transfer agent for New Dizun.

1.2 Interpretation Not Affected by Headings

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

1.3 Governing Law

This Plan of Arrangement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

1.4 Time of Essence

Time shall be of the essence of this Plan of Arrangement.

1.5 Currency

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

1.6 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.

ARTICLE 2 THE ARRANGEMENT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant to, and is subject to, the Arrangement Agreement as it may be amended in accordance with its terms or as directed by the Court.

2.2 Effective Date

The Plan of Arrangement shall become effective in accordance with its terms and be binding on the Dizun and New Dizun Shareholders on the Effective Date.

2.3 Procedure

On the Effective Date, the following shall occur and be deemed to occur in the following order without any further act or formality:

- (1) New Dizun shall issue 1,500,000 New Dizun Shares, fully paid and non-assessable, to Gorilla (the “**New Dizun Distribution**”) in exchange for \$1.00 and one Gorilla Share;
- (2) Gorilla shall transfer the New Dizun Distribution to the Gorilla Shareholders as follows:
 - (a) to the Gorilla Shareholders listed in Schedule B attached hereto (the “**Philanthropic Gorilla Shareholders**”), the number of New Dizun Shares specified therein; and
 - (b) to all other Gorilla Shareholders, 1 New Dizun Share for every 1.3 Gorilla Shares held by each Gorilla Shareholder as of the Effective Date; and
- (3) Dizun and New Dizun shall execute a 1-for-1 share exchange, as follows:
 - (a) on the Effective Date, each Dizun Shareholder thereof shall cease to be a Dizun Shareholder of such share, such Dizun Shareholder’s name shall be deemed to be removed from the central securities register of Dizun, and New Dizun shall be and be deemed to be the transferee of such Dizun Share (free of any claims or encumbrances) and shall be deemed to be entered in the central securities register of New Dizun as the New Dizun Shareholder thereof;
 - (b) the Dizun 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 Dizun Shares to New Dizun;
 - (c) each former Dizun Shareholder will be issued one New Dizun Share for every one Dizun Share once held,
 - (d) the certificates representing the Dizun Shares held by the former Dizun Shareholders will be deemed to have been cancelled subsequent to their transfer to New Dizun and will be replaced by a single share certificate registered in the name of New Dizun and New Dizun will be and will be deemed to be the lawful owner and transferee of all such Dizun Shares; thereafter, any director of New Dizun will be authorized to execute any such further documents and assurances as may be required by any transfer agent or depositary to fully effectuate the transfer and cancellations contemplated hereby; and
 - (e) the certificates representing the New Dizun Shares will be delivered to each former Dizun Shareholder.

2.4 Fractional Shares

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

2.5 Further Acts

Notwithstanding that the transactions or events set out in this Article 2 occur and shall be deemed to occur in the order herein set out without any further act or formality, each of Gorilla

(but only at the expense of Dizun), New Dizun, and Dizun 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.

ARTICLE 3 RIGHTS OF DISSENT

3.1 Dizun Rights of Dissent

Dizun Shareholders registered as such on the Dizun Record Date may exercise rights of dissent pursuant to the provisions of Sections 237 to 247 of the *BCA*. Dissenting Dizun Shareholders are ultimately entitled to be paid fair value for their Dizun Shares and shall be deemed to have transferred their Dizun Shares to Dizun for cancellation immediately on the Effective Date and in no case shall Dizun be required to recognize such persons as holding Dizun Shares after the Effective Date.

Dizun Shareholders who do not duly exercise their Dissent Rights are not entitled to be paid fair value for their Dizun Shares and shall be deemed to have participated in the Arrangement on the same basis as a Dizun Shareholder who is not a Dissenting Dizun Shareholder and shall receive New Dizun Shares on the same basis as every other Dizun Shareholder as provided in this Plan of Arrangement.

ARTICLE 4 AMENDMENT

4.1 Documentation

Gorilla, New Dizun, and Dizun 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 Dizun Shareholders, then: (i) approved by the Court, and (ii) if the Court directs, approved by the Dizun Shareholders, and in any event communicated to the Dizun Shareholders, and in either case in the manner required by the Court.

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, if so proposed and accepted by the Dizun Shareholders, shall become part of this Plan of Arrangement for all purposes.

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, New Dizun, or Dizun, if the Court so directs.

ARTICLE 5 TERMINATION

5.1 Termination

Gorilla, Dizun, and New Dizun 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 Dizun Shareholders, at any time prior to the granting of the 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.

Schedule B

New Dizun Share Distribution to Gorilla Major Shareholders

	<i>Current No. of Gorilla Shares</i>	<i>No. of New Dizun Shares to be Issued</i>
Scott Sheldon	3,750,000	215,000
Don Sheldon	3,250,000	215,000
Mark Curry	2,500,000	215,000
David Sheldon	250,000	11,013
Megan Sheldon	250,000	10,000
Donald Gordon	204,539	40,000
LAB Capital Corp.	150,000	40,000
Thomas Bell	137,839	40,000
Patrick Lavin	123,072	40,000
Rod Malchow	100,000	40,000
Brian Murray	100,000	40,000
Total	10,815,450	906,013

Schedule C

STOCK RESTRICTION AGREEMENT

THIS AGREEMENT is dated the ____ day of _____, 2011 (the “Effective Date”),

BETWEEN

DIZUN INTERNATIONAL ENTERPRISES INC., a British Columbia corporation having a registered office at Suite 1820, 925 West Georgia St., Vancouver, B.C. V6C 3L2

(the “Company”)

AND

◆, a businessperson with an address at ◆

(the “Shareholder”).

WHEREAS:

- A. The Shareholder owns 215,000 common shares in the capital of the Company (the “Stock”), which were issued pursuant to a statutory arrangement completed by the Company, Dizun Holdings Limited, and Gorilla Resources Corp. (collectively, the “Parties”) pursuant to a certain arrangement agreement entered into by the Parties; and
- B. The Shareholder has agreed that the Stock will be subject to certain stock restrictions as further described in this Agreement.

NOW THEREFORE, in consideration of the mutual promises made in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RESTRICTION ON TRANSFER OF STOCK

- 1.1 Transfer Restrictions. The Shareholder hereby agrees that, without the prior written consent of the Company, with such permission not to be unreasonably withheld, it will not directly or indirectly during the Term (as it is defined in Section 3), offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant for the sale of, or otherwise dispose of or transfer any shares of the Stock or any securities convertible into or exchangeable or exercisable for shares of the Stock, or enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Stock, whether any such swap or transaction is to be settled by delivery of the Stock or other securities, in cash or otherwise.
- 1.2 Permitted Transfers. Notwithstanding anything to the contrary in this Agreement, the transfer restrictions set forth in Section 1.1 shall not apply to the transfer of any Vested

- 1.2.1 A transfer of the Stock to the Company pursuant to a redemption initiated by the Company;
- 1.2.2 A transfer during the Shareholder's lifetime or on the Shareholder's death by will or intestacy to the Shareholder's beneficiaries or a trust for the benefit of the Shareholder's beneficiaries (for purposes of this Agreement, "beneficiary" shall mean the Shareholder and the immediate family of the Shareholder, including any relationship by blood, marriage or adoption, not more remote than first cousin); or
- 1.2.3 If the Shareholder is an entity, a transfer made as a distribution solely to members, partners, or stockholders of such Shareholder.

Transfers made pursuant to this Section, with the exception of any transfer of Vested Shares, shall not be valid unless and until the transferee shall have executed a joinder to this Agreement and any other agreements reasonably required by the Company pursuant to which such transferee(s) agree to be bound by the terms and conditions of this Agreement.

2. VESTED SHARES

The term "Vested Shares" shall mean the securities vesting as specified in the following table:

Vesting Date	Proportion of Vested Shares
On the date the Company's common shares are listed on a Canadian exchange (the "Listing Date")	25% of the Stock
3 months after the Listing Date	25% of remainder of the Stock
6 months after the Listing Date	25% of remainder of the Stock
9 months after the Listing Date	25% of remainder of the Stock
12 months after the Listing Date	The remainder of the Stock

3. TERM

The term of this Agreement (the "Term") shall begin on the Effective Date and shall terminate on the earlier of (a) the sale of all shares of Stock subject to this Agreement, or (b) two years from the Listing Date.

4. VIOLATIONS OF TRANSFER RESTRICTIONS; REMEDIES

- 4.1 Stop Transfer Instructions. The Shareholder agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of shares of Stock except in compliance with the provisions of this Agreement.
- 4.2 Violations. The Company will not be required to (a) transfer on its books any shares of Stock that have been transferred in violation of any of the provisions set forth in this

Agreement, or (b) treat as the owner of such shares of Stock, or accord the right to vote as such owner, or pay dividends to any transferee to whom such shares of Stock are purported to have been so transferred in violation of any of the provisions set forth in this Agreement.

- 4.3 Power of Attorney. The Shareholder hereby appoints the Company as the Shareholder's attorney-in-fact with irrevocable power and authority in the name and on behalf of the Shareholder to take any action and execute all documents and instruments, including, without limitation, stock powers which may be necessary to transfer the certificate (or certificates) evidencing the Stock to the appropriate person or entity upon a transfer made in violation of this Agreement.
- 4.4 Injunctions; Other Remedies. The Shareholder acknowledges and agrees that the provisions of this Section 4 are reasonable and necessary for the protection of the Company's business interests, that irreparable injury will result to the Company if Shareholder breaches any of the terms of the Agreement, and that in the event of a breach of any terms of the Agreement, the Company will have no adequate remedy at law. The Shareholder further agrees that in the event of any actual or threatened breach by it of any provision of this Agreement, the Company shall be entitled to immediate temporary injunctive and other equitable relief, and without the necessity of showing actual monetary damages, subject to hearing as soon thereafter as possible. Nothing contained herein shall be construed as prohibiting the Company from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of any liquidated damages.

5. REPORT OF SALE OF STOCK

The Shareholder agrees to deliver to the Company at its principal office, addressed to the Company's Chief Financial Officer and upon request by the Company, within five (5) business days following the sale of any shares of Stock, a report signed from the Shareholder's broker which is to include the following information: (a) the name of the Shareholder; (b) the number of shares of Stock transferred; (c) the price applicable to the shares transferred, as of the date of transfer; (d) a statement as to whether the sale was made pursuant to a private resale or via a brokerage transaction; (e) the name of the securities exchange on which the shares of Stock were sold, if applicable; and (f) if derivatives of the Stock were transferred, the exercise price, term, and other standard terms of the derivatives.

6. ADJUSTMENTS TO STOCK

In the event of any merger, reorganization, consolidation, recapitalization, separation, liquidation, stock dividend, split-up, share combination, or other change in the corporate structure of Company affecting the Stock, the new securities replacing the Stock will be subject to all of the conditions and restrictions that were applicable to the Stock pursuant to this Agreement.

7. IMPACT OF CORPORATE TRANSACTION

In the event of: (a) a sale of substantially all of the assets of the Company; (b) a merger or consolidation in which the Company is not the surviving corporation (other than a merger or consolidation in which shareholders immediately before the merger or consolidation have, immediately after the merger or consolidation, greater stock voting power); (c) a merger in which

the Company is the surviving corporation but the shares of the Company's common stock outstanding immediately preceding the merger are converted by virtue of the merger into other property, whether in the form of securities, cash, or otherwise (other than a reverse merger in which shareholders immediately before the merger have, immediately after the merger, greater stock voting power); (d) any transaction or series of related transactions in which in excess of 50% of the Company's voting power is transferred; or (e) the acquisition by the Company of financing equal to or in excess of an aggregate of \$10,000,000 (collectively, a "Corporate Transaction"), then immediately prior to effectiveness of such Corporate Transaction the restrictions set forth in this Agreement shall terminate as to all shares of Stock owned by the Shareholder immediately and without action by the Company or Shareholder.

8. RIGHTS OF SHAREHOLDER

Except as otherwise provided herein, the Shareholder shall exercise all rights and privileges of a shareholder of the Company with respect to the Stock, and the Company shall list the Shareholder as a shareholder on its corporate books and records.

9. RESTRICTIVE LEGENDS

All certificates representing the Stock shall have endorsed thereon a legend in substantially the following form (in addition to any other legend which may be required by other agreements between the parties hereto or applicable securities regulations):

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON SALE OR OTHER TRANSFER PURSUANT TO TERMS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER, OR SUCH HOLDER'S PREDECESSOR IN INTEREST, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY. ANY TRANSFER OR ATTEMPTED TRANSFER OF ANY SHARES SUBJECT TO THE AGREEMENT IS VOID WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF THE COMPANY.

10. MISCELLANEOUS

- 10.1 Successors and Assigns. This Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer herein set forth, be binding upon the Shareholder, the Shareholder's successors, and the Shareholder's assigns.
- 10.2 Legal Fees; Specific Performance. The Shareholder shall reimburse the Company for all costs incurred by the Company in enforcing the performance of, or protecting its rights under, any part of this Agreement, including reasonable costs of investigation and legal fees. It is expressly agreed between the parties that money damages are inadequate to compensate the Company for the Stock and that the Company shall, upon forfeiture of Stock, be entitled to specific enforcement of its right to revoke said Stock.
- 10.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 10.4 Independent Counsel. The Shareholder acknowledges that this Agreement has been prepared on behalf of the Company by legal counsel to the Company, and that the Company's legal counsel does not represent, and is not acting on behalf of, the

Shareholder. The Shareholder has been advised and provided with an opportunity to consult with Shareholder's own counsel with respect to this Agreement.

- 10.5 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior agreements or understandings, whether written or oral. This Agreement may not be amended, modified or revoked, in whole or in part, except by an agreement in writing signed by each of the parties hereto.
- 10.6 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.
- 10.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date set out on the first page above

DIZUN INTERNATIONAL ENTERPRISES INC.

Per:

Authorized Signatory

◆