

DIZUN HOLDINGS LIMITED

INFORMATION STATEMENT

REGARDING A

PROPOSED PLAN OF ARRANGEMENT

BETWEEN

DIZUN HOLDINGS LIMITED

AND

THE SHAREHOLDERS OF DIZUN HOLDINGS LIMITED

AND

DIZUN INTERNATIONAL ENTERPRISES INC.

AND

GORILLA RESOURCES CORP.

JANUARY 3, 2012

To All Shareholders of Record:

This information statement (“**Statement**”) is being distributed to you to provide information regarding a proposed statutory arrangement (“**Arrangement**”), made pursuant to the *Business Corporations Act* (British Columbia) (the “**BCA**”), between Dizun Holdings Limited (“**Dizun Holdings**”, “**Dizun**”, “**we**”, “**us**”, “**our**”, or the “**Company**”), the Company’s shareholders, the Company’s subsidiary, Dizun International Enterprises Inc. (“**Dizun International**” or “**New Dizun**”), and Gorilla Resources Corp. (“**Gorilla**”). If approved, the Arrangement will make Dizun International a reporting company in the provinces of British Columbia and Alberta, and have its common shares eligible to be listed on the Canadian National Stock Exchange (“**CNSX**”).

The Arrangement will be effected by way of an Arrangement Agreement and Plan of Arrangement, attached as Schedule A thereto, both of which are appended to this Statement as Exhibit A. The Arrangement Agreement and Plan of Arrangement were later amended, and the Amendment Agreement is appended to this Statement as Exhibit B.

Please review the following Statement, the Arrangement Agreement, the Plan of Arrangement, and the Amendment Agreement in their entirety. If you approve of the Arrangement, please complete the Consent Resolution attached as Exhibit C.

If you wish to dissent, you will be entitled to be paid the fair value of your common shares, subject to strict compliance with sections 237 to 247 of the BCA, which are reproduced as Exhibit D to this Statement.

The information contained herein should not be construed as legal, tax, or financial advice and you are urged to consult your own professional advisers in connection therewith.

Information Concerning Forward Looking Statements

Except for statements of historical fact contained herein, the information presented in this Statement constitutes “forward-looking statements” or “information” (collectively “statements”). These statements relate to analyses and other information that are based on forecasts of future results, estimates of amounts not yet determinable and assumptions of management.

In some cases, forward-looking statements can be identified by terminology such as “anticipate”, “believe”, “continue”, “estimate”, “expect”, “forecast”, “intend”, “likely”, “may”, “outlook”, “plan”, “potential”, “predict”, “should”, “will”, or the negative of these terms or other comparable terminology. Although management believes that the anticipated future results, performance or achievements expressed or implied by the forward-looking statements and information are based upon reasonable assumptions and expectations, the reader should not place undue reliance on forward-looking statements and information because they involve assumptions, known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the Company to differ materially from anticipated future results, performance or achievements expressed or implied by such forward-looking statements and information. Factors that could cause actual results to differ materially from those set forth in the forward-looking statements and information include, but are not limited, risks related to our limited operating history and history of no earnings; competition from other companies; dependence on key personnel; general and local economic conditions; availability of equity and debt financing; interest rates; changes to government regulations; regulatory and environmental compliance; and other risk factors described from time to time in the documents filed by us with applicable securities regulators, including in this Statement under the heading “Risk Factors”.

The Parties

In addition to the Company and its shareholders, the other two parties to the Arrangement are described below.

Dizun International Enterprises Inc.

Dizun International Enterprises Inc. was incorporated under the laws of the Province of British Columbia on November 23, 2011. It is a subsidiary of the Company, created solely for the purposes of effecting the Arrangement.

Gorilla Resources Corp.

Gorilla was incorporated under the BCA on May 13, 2011. Gorilla is a start-up mineral exploration company engaged in the acquisition and exploration of mineral resource properties in North America. On June 6, 2011, Gorilla entered into an option agreement to acquire 100% of the undivided right, title and interest in and to 110 mining claims located in the Whitehorse, Yukon Territory mining district. It was listed on the CNSX on October 28, 2011.

The Arrangement

As described in the Plan of Arrangement, the Arrangement will proceed as follows:

- (1) Dizun International will issue 1,500,000 common shares to Gorilla in exchange for \$1.00 and one common share of Gorilla;
- (2) Gorilla will distribute the 1,500,000 shares to the shareholders of Gorilla as follows:
 - (a) to the major Gorilla shareholders, a reduced number of shares such that the total distribution will be 1,500,000 shares; and
 - (b) to all other Gorilla shareholders, the remaining shares on a pro rata basis; and
- (3) the Company and Dizun International will execute a 1-for-1 share exchange.

Pursuant to Section 1 of the *Securities Act* (British Columbia), any company exchanging shares with a reporting issuer under a plan of arrangement also becomes a reporting issuer upon completion of the transaction. Thus, because Gorilla is a reporting issuer and exchanged shares with Dizun International, Dizun International will also become a reporting issuer.

As a result of the Arrangement, shareholders of Dizun Holdings will become 87% shareholders of Dizun International, and shareholders of Gorilla will also become 13% shareholders of Dizun International.

The Arrangement is subject to approval by all shareholders of Dizun Holdings (by way of the attached shareholders' resolutions), as well as the approval of the Supreme Court of British Columbia, before it can become effective.

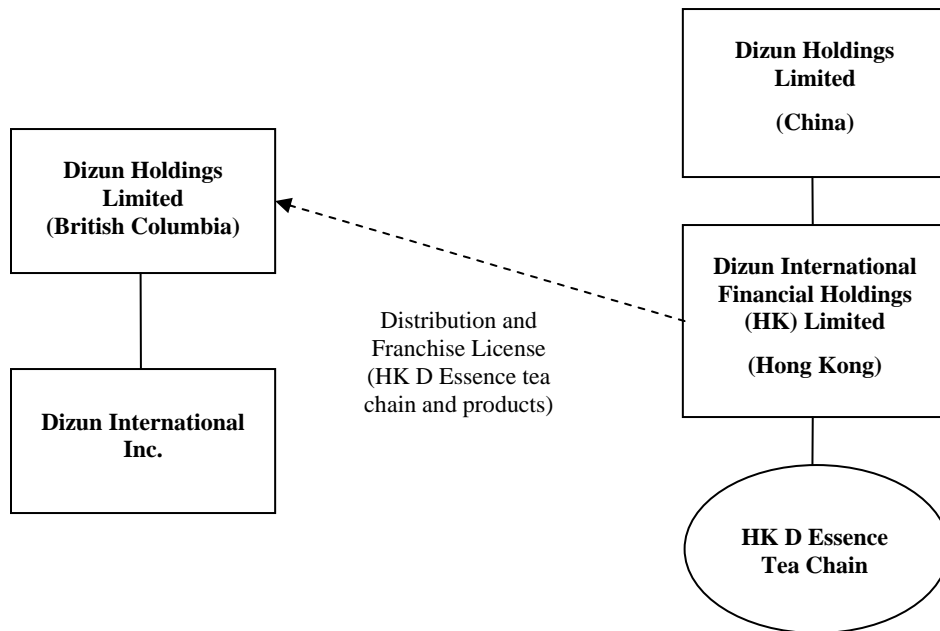
Our Business

Our primary business is distributing the tea and tea-related products of our related companies, Dizun Holdings Limited (China) ("**Dizun China**") and Dizun International Financial Holdings (HK) Limited (Hong Kong) ("**Dizun HK**"), and establishing, operating, and franchising boutique tea houses that sell those products. Dizun China was established in 1996 and is now valued at

US\$135 million. In 2010, sales rose to RMB 40 million (CDN\$6.5 million), from just RMB 20 million (CDN\$3.3 million) in 2008.

Dizun China owns over 1,000 acres of farmland in the FuZhou (Fujian) province of China, at an altitude of 1,000 metres above sea level. There, it produces high-quality, 100% organic tea without any pesticides or artificial fertilizer. Dizun China also owns the plant that processes its raw tea, thereby ensuring a reliable supply of quality tea for its whole range of tea products.

We have been granted an exclusive license by Dizun HK to distribute Dizun tea and tea-related products outside of China and to build an international franchise network of HK-D Essence tea boutiques. The below diagram illustrates the relationships between the aforementioned companies. (Note that after the Arrangement, Dizun Holdings will become a subsidiary of Dizun International.)



Tea Facts

Tea is the most consumed drink in the world, predominately in Eastern Asian countries and the Middle East. According to a 2008 report by Euromonitor International, the global market size for tea in 2007 in terms of retail value was US\$23.323 billion. In 2010, the total output of tea in China exceeded 1.40 million tons, ranking the first in the world, according to a 2011 Research and Markets report. And according to a June 2010 study by the UN's Food and Agriculture Association, exports of green tea are expected to grow by 5.5% per year.



The production of tea takes place on tea plantations where tea plants are grown and the various parts of the tea plant, including leaves and buds, are cultivated, processed, and cured using various methods. Only the top 1 to 2 inches of a mature tea plant is picked. These buds and leaves are called flushes. A plant will grow a new flush every seven to fifteen days during a growing season. Chinese tea is often grown at higher elevations of up to 1,500 metres above sea level. At those altitudes, plant growth occurs more slowly, which is believed to improve the flavour of the tea.



HK-D Essence Stores

Dizun China opened its first boutique tea store in 1999 and now operates 19 franchise stores in China under the HK-D Essence brand. In 2010, the chain achieved an ISO 9001 certification for its quality management systems. Pursuant to that standard, Dizun China maintains a formal quality policy, uses process management to monitor and optimize the company's tasks and activities, and works continually to improve our customers' experience.



Our Products

Dizun is an established brand for quality tea and tea products in China. It has over 200 products in its portfolio, all of which are exclusively licensed to the Company for distribution. Though currently only in Chinese, the Dizun China website at www.dizuncys.com provides extensive information about the Dizun brand, its products, and its tea houses. The following are some of the major products offered:

- Natural green tea leaves, including single-estate teas and tea blends, grown and produced on tea plantations located in the FuZhou (Fujian) region of China.



- Electric tea tables with a digital display and heating panel to boil water, and a separate table area for tea service, as shown below:



The tea tables range from simple to ornate designs and are of high quality based on a strong knowledge of both current and traditional concepts. In 2008, Dizun China received a trademark and patent for its electric tea table, along with an ISO 2001 International Certificate and an AAA Grade Enterprise Certificate from the Chinese government. The tea tables are manufactured in Dizun China's own factory.

- Stone-crafted tea trays, tea sets, and other products:



- A line of skin-care and beauty products sold under the brand name “HKD Tea”, including the following:
 - Tea Seed Extract Nourish Cream
 - The Essence of Pure Tea Shung Lu
 - Eye Patterns Su-Su Xiao Jing
 - Tea Liquid Element Repair



- Personal hygiene care products including shampoo, bath soap, hair styling products and cleansers.



- Various mixed tea drinks and tea snacks, including pastries, jellies and tea pudding.



- Other tea-related products such as camellia seed oil (produced from the tea plant, *Camellia sinensis*) and tea fragrance scented pillows:

HK-D

HK-D茶元素养生系列
Tieguanyin HK-DZ Series

Di Zun 帝尊茶籽食用油
Tea Seed Oil

帝尊者·持古立今

HK-D茶元素养生系列
Tieguanyin HK-DZ Series

Di Zun 帝尊1号养生茶
Di Zun No. 1 health tea

“帝尊1号养生茶”起于千年，一显其发展秘方，源于明徽传于四海，誉满全球华人生活圈，在今日盛世中国，又展新宏图大略，造福亿万炎黄子孙！
帝尊1号养生茶采用多种纯天然绿色食用药材精配，经科学萃取而成，此茶迄今在东南亚国家及全球华人地区风行一百余年。
东南亚国家及全球华人地区称其为“东方神茶”；
国际中医药总会和香港华夏药学会称为“保健茶王”；
国家中医药权威机构对其药理给出权威解释：
北京中医药大学教授认为此茶博大精深，必将造福无数国人。
【成分】玉叶金花、普洱茶、益智、龙眼肉、百合、枸杞子、黄芩、山药、罗汉果、茯苓、陈皮、橘红、甘草、菊花、决明子、麦冬等。
【功效】养心益智、解渴消暑、祛火通便、养胃护肝。
【治症】核心功效：解渴消暑、祛火通便、养胃护肝。
辅助功效：降脂降压、健脾祛湿、治疗胃十二指肠疾病。

Di Zun 帝尊沁香茶枕
Inlaid Into The Fragrance Of Tea Pillow

Statement of Social and Environmental Responsibility

The values of social and environmental responsibility are central to our identity and purpose. Not only is the value of the Dizun brand based on authenticity, integrity, and purity, but the management team is committed to these values as well.

Dizun China has taken its first substantive step in this direction with the development of a set of franchisee ethics. Additionally, Dizun China has created partnerships with its tea-growing communities that allow the communities to be economically involved in the production and sale of the tea. It also ensures that the labor conditions of its tea workers meet international standards and international labor organization conventions.

Exclusive Distribution Agreement with Dizun HK

On November 28, 2011, we signed an exclusive distribution agreement (“**Distribution Agreement**”) with Dizun HK to be the exclusive distributor of Dizun China’s products outside China, and to sublicense other distributors. The Distribution Agreement also grants us the exclusive right outside China to establish HK-D Essence tea houses, grant licenses to franchisees to establish their tea houses, and to manage those tea houses on behalf of Dizun China. We also have the first right to market and distribute any new products developed by Dizun China or Dizun HK.

The cost structure of the Distribution Agreement is quite favourable to the Company—Dizun HK is obligated to sell its products to us for its cost plus a 10% mark-up. Dizun HK has also agreed to provide us, at its cost, all brochures and promotional material related to the products, and to coordinate sales programs with us.

The Agreement is effective for 20 years, and can be renewed, at our option, for another 20 years thereafter.

Stated Business Objectives

The Company’s primary business objectives over the next 12 months are threefold. First, in order to promote and sell our products, we plan to launch an English version of the Dizun China website, www.dizuncys.com, which is currently only in Chinese. We have already purchased the domain for our English website: www.dizuntea.ca. It will have a global e-commerce platform to allow customers to purchase products from any country in the world. We will also prepare brochures, pamphlets, banners and other marketing materials for Dizun products in English.

Second, we plan to enter into an agreement to secure the distribution and franchise rights to China. Dizun China and Dizun HK have already agreed in principle to this agreement. We will then acquire the HK-D Essence franchise stores in China from Dizun China, and thereby incorporate the value of those stores into the Company. We also plan to open additional franchise stores in China during 2012.

Third, we will establish an HK-D Essence flagship store in Vancouver, British Columbia. This store will eventually be the distribution centre for all of North America. We will also locate franchises and distributors in other parts of Canada.

In 2013, in our second year of operation, we expect to open 40 to 50 more HK-D Essence stores: approximately 30 in China and the remainder in Canada and the United States. In 2014, we plan to expand operations into Europe and to continue to grow significantly elsewhere, with at least 100 franchise stores in China by the end of 2014.

Milestones

We intend to meet our objectives for the next 12 months as follows:

Milestone	Timing	Estimated Cost to Complete
Launch English website and prepare English-language marketing materials to promote and sell the Dizun Products	4 months	\$30,000
Acquire the HK-D franchise stores in China from Dizun China, establish others	by the end of 2012	\$500,000
Establish a HK-D flagship store in Vancouver, locate other Canadian franchises	by the end of 2012	\$500,000

Related Party Transactions

The following are the major transactions with our related parties:

1. Subscription agreement dated September 26, 2011 with Shaohui Kang for 9,500,000 common shares in the Company at a price of \$0.05 per share.
2. Subscription agreement dated September 26, 2011 with Smart Group Asset Management Inc. for 500,000 common shares in the Company at a price of \$0.05 per share;.
3. Exclusive Distribution Agreement dated November 24, 2011 with Dizun HK for the exclusive rights to distribute Dizun products and establish Essence HK-D boutique tea houses outside China.
4. Arrangement Agreement and Plan of Arrangement dated November 30, 2011 with Dizun International Enterprises Inc. and Gorilla Resources Corp., as amended on January 3, 2012.

Market for Securities

Our securities are not currently listed on any exchange or quotation system. On or after closing the Arrangement, we plan to apply to list the common shares of Dizun International for trading on the Canadian National Stock Exchange. Information about that exchange can be found at www.cnsx.ca.

Consolidated Capitalization

The following table summarizes our capitalization after giving effect to the Arrangement.

Designation of Security	Authorized	Outstanding After Giving Effect to the Amalgamation (Unaudited)
Common Shares	Unlimited, no par value	11,588,234 ⁽¹⁾ shares
Preferred Shares	Unlimited, no par value	Nil

⁽¹⁾ Taking into account the 1,500,000 shares distributed pursuant to the Arrangement.

Options to Purchase Securities

There are no outstanding options to purchase our securities.

Description of the Securities

Authorized Capital

Common Shares. The authorized capital of the Company consists of an unlimited number of common shares without par value, of which 11,588,234 common shares are issued and outstanding as at the date of this Statement. Holders of the Company's common shares are entitled to vote at all meetings of shareholders declared by the directors and, subject to the rights of holders of any shares ranking in priority to or on a parity with the common shares, to participate rateably in any distribution of property or assets upon the liquidation, winding-up or other dissolution of the Company.

Modification of Terms

Subject to the BCA, the directors of the Company may by ordinary resolution create special rights or restrictions for and attach those special rights or restrictions to, or vary or delete any special rights or restrictions attached to, the shares of any class or series of shares, whether or not any or all of those shares have been issued, and alter its Notice of Articles and Articles accordingly.

Escrowed Securities

After the share exchange under the Arrangement, the majority shareholder of Dizun International common shares, Mr. Shaohui Kang, will enter into a stock restriction agreement, as required by National Policy 46-201 (the "**Stock Restriction Agreement**"):

Stockholder Name	Number of Common Shares Restricted	Percentage of Class ⁽¹⁾
Shaohui Kang	9,500,000	82%
TOTAL	9,500,000	82%

⁽¹⁾ Based on a total of 11,588,234 issued and outstanding common shares.

The Stock Restriction Agreement will include the following vesting provisions:

Vesting Date	Proportion of Vested Shares
On the date our securities are listed on a Canadian exchange (the "Listing Date")	1/10 of the Stock
6 months after the Listing Date	1/6 of the remainder of the Stock
12 months after the Listing Date	1/5 of the remainder of the Stock
18 months after the Listing Date	1/4 of the remainder of the Stock
24 months after the Listing Date	1/3 of the remainder of the Stock
30 months after the Listing Date	1/2 of the remainder of the Stock
36 months after the Listing Date	The remainder of the Stock

In addition, the three largest Gorilla shareholders who will receive Dizun International stock under the Arrangement will also enter into stock restriction agreements, which will include the following vesting provisions:

Vesting Date	Proportion of Vested Shares
On the date our securities are listed on a Canadian exchange (the "Listing Date")	25% of the Stock
3 months after the Listing Date	25% of the remainder of the Stock
6 months after the Listing Date	25% of the remainder of the Stock
9 months after the Listing Date	25% of the remainder of the Stock
12 months after the Listing Date	the remainder of the Stock

Directors and Officers

Management Experience

Our management has a broad background of experience which will be brought to bear on the activities undertaken by us. The following table sets out the names of current directors and executive officers, their respective principal occupations within the five preceding years, their effective date of appointment as directors or executive officers of the Company, and the number of our shares that each beneficially owns, directly or indirectly.

Name of Nominee; Current Position with the Company and Place of Residence	Principal Occupation, Business or Employment of the Last Five Years	Director Since⁽¹⁾	Shares Beneficially Owned or Controlled
Susanna Leung, Director	President, Adnet International Limited	Incorporation	Nil
Shaohui Kang, Chief Executive Officer & Chairman	Founder of the Dizun Group, responsible for its overall management and strategic development.	Sept. 12, 2011	9,500,000

⁽¹⁾ Term of office expires upon holding the first annual meeting of the Company.

Penalties, Sanctions and Bankruptcy

None of our directors, officers, insiders or promoters, nor a shareholder holding a sufficient number of our securities to affect materially our control, nor a personal holding company of any such persons has, within the past 10 years before the date of this Statement, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold their assets.

Other than as disclosed herein below, during the past 10 years, none of our directors, officers, insiders, or promoters, or a shareholder holding a sufficient number of our securities to affect materially the control of us, was a director, officer, insider, or promoter of any other issuer that, while that person was acting in that capacity, was the subject of a cease trade order or similar order or an order that denied that issuer access to any exemptions under applicable securities

legislation for a period of more than 30 consecutive days, or became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.

No director or officer of the Company or, to our knowledge, shareholder holding sufficient securities of the Company to affect materially the control of the Company, has been subject to any penalties or sanctions imposed by a court relating to Canadian securities legislation or by a Canadian securities regulatory authority or has entered into a settlement agreement with a Canadian securities regulatory authority, or has been subject to any other penalties or sanctions imposed by a court or regulatory body that would be likely to be considered important to a reasonable investor making an investment decision.

Potential Conflicts

The directors of the Company are required by law to act honestly and in good faith with a view to the best interest of the Company and to disclose any interests which they may have in any project or opportunity of the Company. If a conflict of interest arises at a meeting of the board of directors, any director in a conflict will disclose his interest and abstain from voting on such matter. In determining whether or not the Company will participate in any project or opportunity, that director will primarily consider the degree of risk to which the Company may be exposed and its financial position at that time.

To the best our knowledge, there are no known existing or potential conflicts of interest among the Company and its promoters, directors, officers or other members of management as a result of their outside business interests except that certain of the directors, officers, promoters and other members of management serve as directors, officers, promoters and members of management of other public companies, and therefore it is possible that a conflict may arise between their duties as a director, officer, promoter or member of management of such other companies.

Risk Factors

The following are certain factors relating to our business which prospective investors should carefully consider before deciding whether to purchase shares in the Company. The following information is a summary only of certain risk factors and is qualified in its entirety by reference to, and must be read in conjunction with, the detailed information appearing elsewhere in this Statement. These risks and uncertainties are not the only ones we are facing. Additional risk and uncertainties not presently known to us, or that we currently deem immaterial, may also impair our operations. If any such risks actually occur, the business, financial condition, liquidity and results of our operations could be materially adversely affected.

No Operating History

From the date of incorporation, the Company has had no history of positive income from operations. Furthermore, because the Company is still in the start-up phase, it is expected that the Company will generate net losses for the foreseeable future. Those losses will result from costs and expenses related to:

- Implementing our business model;
- Developing and marketing our products;
- Developing and maintaining our websites;
- Leasing/purchasing equipment; and
- Securing and retaining customers

Our lack of operating history makes an evaluation of our business and prospects very difficult. Our prospects must be considered speculative, considering the risks, expenses, and difficulties frequently encountered in the establishment of a new business. We cannot be certain that our business will be successful or that we will generate significant revenues.

Requirement of New Capital

Our business may fail if we do not have sufficient funds to enable us to do one or more of the following: attract customers to purchase the Company's products; fund our administrative and corporate expenses; or respond to competitive pressures such as marketing campaigns undertaken by a competitor. Failure to develop an adequate customer base and secure repeat customers represents a loss of potential revenue. The raising of equity funding, moreover, will result in dilution of the equity of the Company's shareholders.

Competition

The tea industry is highly competitive. We believe that our products will be unique in terms of flavour and origin, and we believe that this will provide us with a competitive advantage as compared to our competitors. In addition, our ability to compete effectively will be dependent on our management establishing an effective marketing plan that secures adequate numbers of retail customers and advantageous locations for our boutique tea houses.

However, we have competitors that have been providing teas and tea accessories for many years through traditional storefront operations and Internet-based operations and these competitors have more resources than we do. Many of our competitors have substantially greater financial, technical, managerial, marketing, and other resources than we do and they may compete more effectively than us. We anticipate that competition will increase in the future. We may not successfully compete in any market in which we conduct or may conduct operations. As a result, these competitors may be able to devote greater resources to the development, promotion, sale and support of their products than we do. If we do not compete effectively with current and future competitors, we may be not be able to secure customers and/or we may be required to reduce our prices in order to compete effectively. This could result in a reduction in our revenues, resulting in lower earnings or operating losses.

Dependence on a Limited Number of Products

All of the Company's products are tea-related. Demand for specialty tea and tea products may be affected by many factors, including:

- Consumer tastes and preferences;
- National, regional, and local economic conditions;
- Demographic trends; and
- Perceived or actual health benefits or risks.

Because we are highly dependent on consumer demand for specialty tea and tea products, a shift in consumer preferences away from specialty tea would harm our business more than if we had more diversified product offerings. If customer demand for specialty tea decreases, our sales would decrease accordingly.

Economic and Regulatory Instability

The Company may be affected by possible economic instability. The risks include, but are not limited to, terrorism, military repression, extreme fluctuations in currency exchange rates, and high rates of inflation. Changes in resource development or investment policies or shifts in political attitude in certain countries may adversely affect the Company's business. Operations

may be affected in varying degrees by government regulations with respect to restrictions on production, price controls, export controls, income taxes, expropriation of property, and health and safety. The effect of these factors cannot be accurately predicted. If we encounter difficulties in obtaining any necessary licenses or complying with these laws and regulations, then our product offerings could be limited or the opening of new retail locations could be delayed.

To the best of the Company's knowledge, it is operating in compliance with all applicable rules and regulations.

Management

The Company is dependent on a relatively small number of key management employees and consultants, the loss of any of whom could have an adverse effect on the Company.

Dividends

The Company has not paid dividends in the past and does not anticipate paying dividends in the near future. The Company expects to retain its earnings to finance further growth and, when appropriate, retire debt.

Liquidity and Dilution

There is no existing market for our securities and no assurance can be given that a market will develop for them or, if such markets develop, that they will continue. Accordingly, investors may be unable to realize their investment in our securities. They may, moreover, be subject to certain trade restrictions, which may include a four-month hold period.

We plan to raise additional capital from external sources to carry out our business plan over the next 12 months. To do so, we may issue debt securities, equity securities or a combination of these securities; however, we may not be able to sell these securities. Even if we are successful in finding buyers for our securities, such buyers could demand high interest rates or require us to agree to onerous operating covenants, which could in turn harm our ability to operate our business by reducing cash flow and restricting our operating activities. If we choose to sell some of our common shares, this will result in dilution to our existing shareholders. In addition, any shares we may issue may have rights, privileges and preferences superior to those of our current shareholders.

Legal Proceedings

As of the date of this Statement, the Company is not a party to any material legal proceedings or any regulatory actions. The Company does not contemplate any material legal proceedings and is not aware of any material legal proceedings threatened or contemplated against it.

Auditor, Transfer Agent and Registrar

Auditors

Our auditor is the Saturna Group, Suite 1250, 1055 West Hastings St., Vancouver, British Columbia V6E 3X1.

Transfer Agent and Registrar

The transfer agent and registrar of our common shares is Computershare Investor Services Inc., 510 Burrard Street, 3rd Floor, Vancouver, British Columbia V6C 3B9.

Material Contracts

The following table summarizes our material contracts:

Name of Contract	Parties	Date	Nature of Contract and Consideration
Exclusive Distribution Agreement	The Company and Dizun International Financial Holdings (HK) Limited	November 28, 2011	Distribution and franchise agreement for tea and tea-related products
Arrangement Agreement and Plan of Arrangement	The Company, Dizun Holdings Limited, and Gorilla Resources Corp.	November 30, 2011, as amended on January 3, 2012	Agreement setting out the Arrangement between the parties

Message from Management

Thank you for reviewing this Statement. The directors of the Company recommend that you approve the Arrangement by signing and returning a copy of the consent resolutions attached hereto as Exhibit B. Please return it to Dizun Holdings Limited, c/o Suite 1820, 925 West Georgia St., Vancouver, B.C. V6C 3L2, or fax it to 604-632-1730. If we obtain approval from all of the Company's shareholders, we will submit the Arrangement to the Court for approval. Provided approval is granted, we will proceed to close the Arrangement.

Dated at the City of Vancouver, British Columbia,
this 3rd day of January, 2012.

"Susanna Leung"

Susanna Leung
Director

EXHIBIT A

Arrangement Agreement and Plan of Arrangement

EXHIBIT B

Amendment to Arrangement Agreement

AMENDMENT TO ARRANGEMENT AGREEMENT

THIS AGREEMENT is made as of the 3rd day of January, 2012.

AMONG

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")

(the parties collectively, the "**Parties**")

WHEREAS:

- A. The Parties entered into an arrangement agreement dated November 30, 2011 (the "**Arrangement Agreement**") for the completion of a statutory arrangement under the provisions of the *Business Corporations Act* (British Columbia), on the terms and conditions of the Plan of Arrangement therein.
- B. The Parties wish to amend certain provisions of the Arrangement Agreement and the Plan of Arrangement, as set out herein.
- C. Terms not defined in this Agreement shall have the meaning assigned to them in the Arrangement Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants, terms, conditions and agreement contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. **Agreement to Amend.** Pursuant to Article 6.1 of the Arrangement Agreement, the Parties hereby agree to amend certain provisions of the Arrangement Agreement and Plan of

Arrangement as specified herein. The remainder of the Arrangement Agreement and Plan of Arrangement shall remain in full force and effect.

2. **Arrangement Agreement Amendments.** Certain provisions of the Arrangement Agreement are hereby amended as follows:

(a) Article 3.1(b) is replaced in its entirety by the following:

“Capitalization. Gorilla is authorized to issue an unlimited number of Gorilla Shares without par value. As at January 3, 2012, there were 11,872,480 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.”

(b) Article 3.2(b) is replaced in its entirety by the following:

“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 January 3, 2012, 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) Article 3.3(b) is replaced in its entirety by the following:

“Capitalization. Dizun is authorized to issue an unlimited number of Dizun Shares without par value. As at January 3, 2012, there were 10,105,880 Dizun Shares outstanding, including a total of 105,880 Dizun Shares issued by way of a private placement at \$0.17 per share (the **“Dizun Private Placement Shares”**) prior to the Effective Date. 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. All outstanding Dizun Shares have been authorized and are validly issued and outstanding as fully paid and non-assessable, free of pre-emptive rights.”

3. **Plan of Arrangement Amendments.** The Plan of Arrangement is hereby amended as follows:

(a) Article 2.3 is replaced in its entirety by the following:

“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 (the "**Philanthropic Shares**"); and
 - (b) the balance of the New Dizun Distribution Shares shall be distributed to all other Gorilla Shareholders, pro rata based on their respective holdings of Gorilla Shares as at the close of business one day prior to 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) certificates representing the New Dizun Shares will be delivered to each former Dizun Shareholder."
4. **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 the other parties hereto.

5. **Governing Law and Jurisdiction.** This Agreement will be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein, without reference to its conflict of laws principles and the parties agree to submit to the jurisdiction of the courts of the Province of British Columbia regarding any claim or matter arising relating to this Agreement.
6. **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.
7. **Further Acts.** Each party will execute and deliver such further and other agreements, documents and instruments and take such further acts as are reasonably necessary or desirable to carry out the intent of this Agreement.
8. **Entire Agreement and Amendment.** This Agreement and the Arrangement Agreement set forth the entire agreement, and supersede and replace any and all prior agreements and discussions between the parties, whether written or oral, regarding the subject matter hereof. Amendments to this Agreement must be carried out in accordance with Article 6.1 of the Arrangement Agreement and Article 4 of the Plan of Arrangement.
9. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which together shall be deemed to constitute one and the same instrument. Electronic signatures or signatures executed and transmitted by facsimile or email shall be effective as original signatures.

IN WITNESS WHEREOF the parties hereto have executed and delivered 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

EXHIBIT C

[Non-Public Document]

EXHIBIT D
Right of Dissent Under British Columbia *Business Corporations Act*

If you wish to dissent, you will be entitled to be paid the fair value of your common shares, subject to strict compliance with sections 237 to 247 of the BCA, below.

Definitions and application

237 (1) In this Division:

"**dissenter**" means a shareholder who, being entitled to do so, sends written notice of dissent when and as required by section 242;

"**notice shares**" means, in relation to a notice of dissent, the shares in respect of which dissent is being exercised under the notice of dissent;

"**payout value**" means,

(a) in the case of a dissent in respect of a resolution, the fair value that the notice shares had immediately before the passing of the resolution,

(b) in the case of a dissent in respect of an arrangement approved by a court order made under section 291 (2) (c) that permits dissent, the fair value that the notice shares had immediately before the passing of the resolution adopting the arrangement, or

(c) in the case of a dissent in respect of a matter approved or authorized by any other court order that permits dissent, the fair value that the notice shares had at the time specified by the court order,

excluding any appreciation or depreciation in anticipation of the corporate action approved or authorized by the resolution or court order unless exclusion would be inequitable.

(2) This Division applies to any right of dissent exercisable by a shareholder except to the extent that

(a) the court orders otherwise, or

(b) in the case of a right of dissent authorized by a resolution referred to in section 238 (1) (g), the court orders otherwise or the resolution provides otherwise.

Right to dissent

238 (1) A shareholder of a company, whether or not the shareholder's shares carry the right to vote, is entitled to dissent as follows:

(a) under section 260, in respect of a resolution to alter the articles to alter restrictions on the powers of the company or on the business it is permitted to carry on;

(b) under section 272, in respect of a resolution to adopt an amalgamation agreement;

(c) under section 287, in respect of a resolution to approve an amalgamation under Division 4 of Part 9;

(d) in respect of a resolution to approve an arrangement, the terms of which arrangement permit dissent;

(e) under section 301 (5), in respect of a resolution to authorize or ratify the sale, lease or other disposition of all or substantially all of the company's undertaking;

(f) under section 309, in respect of a resolution to authorize the continuation of the company into a jurisdiction other than British Columbia;

(g) in respect of any other resolution, if dissent is authorized by the resolution;

(h) in respect of any court order that permits dissent.

(2) A shareholder wishing to dissent must

(a) prepare a separate notice of dissent under section 242 for

(i) the shareholder, if the shareholder is dissenting on the shareholder's own behalf, and

(ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is dissenting,

(b) identify in each notice of dissent, in accordance with section 242 (4), the person on whose behalf dissent is being exercised in that notice of dissent, and

(c) dissent with respect to all of the shares, registered in the shareholder's name, of which the person identified under paragraph (b) of this subsection is the beneficial owner.

(3) Without limiting subsection (2), a person who wishes to have dissent exercised with respect to shares of which the person is the beneficial owner must

(a) dissent with respect to all of the shares, if any, of which the person is both the registered owner and the beneficial owner, and

(b) cause each shareholder who is a registered owner of any other shares of which the person is the beneficial owner to dissent with respect to all of those shares.

Waiver of right to dissent

239 (1) A shareholder may not waive generally a right to dissent but may, in writing, waive the right to dissent with respect to a particular corporate action.

(2) A shareholder wishing to waive a right of dissent with respect to a particular corporate action must

(a) provide to the company a separate waiver for

(i) the shareholder, if the shareholder is providing a waiver on the shareholder's own behalf, and

(ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is providing a waiver, and

(b) identify in each waiver the person on whose behalf the waiver is made.

(3) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on the shareholder's own behalf, the shareholder's right to dissent with respect to the particular corporate action terminates in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and this Division ceases to apply to

(a) the shareholder in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and

(b) any other shareholders, who are registered owners of shares beneficially owned by the first mentioned shareholder, in respect of the shares that are beneficially owned by the first mentioned shareholder.

(4) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on behalf of a specified person who beneficially owns shares registered in the name of the shareholder, the right of shareholders who are registered owners of shares beneficially owned by that specified person to dissent on behalf of that specified person with respect to the particular corporate action terminates and this Division ceases to apply to those shareholders in respect of the shares that are beneficially owned by that specified person.

Notice of resolution

240 (1) If a resolution in respect of which a shareholder is entitled to dissent is to be considered at a meeting of shareholders, the company must, at least the prescribed number of days before the date of the proposed meeting, send to each of its shareholders, whether or not their shares carry the right to vote,

(a) a copy of the proposed resolution, and

(b) a notice of the meeting that specifies the date of the meeting, and contains a statement advising of the right to send a notice of dissent.

(2) If a resolution in respect of which a shareholder is entitled to dissent is to be passed as a consent resolution of shareholders or as a resolution of directors and the earliest date on which that resolution can be passed is specified in the resolution or in the statement referred to in paragraph (b), the company may, at least 21 days before that specified date, send to each of its shareholders, whether or not their shares carry the right to vote,

(a) a copy of the proposed resolution, and

(b) a statement advising of the right to send a notice of dissent.

(3) If a resolution in respect of which a shareholder is entitled to dissent was or is to be passed as a resolution of shareholders without the company complying with subsection (1) or (2), or was or is to be passed as a directors' resolution without the company complying with subsection (2), the company must, before or within 14 days after the passing of the resolution, send to each of its shareholders who has not, on behalf of every person who beneficially owns shares registered in the name of the shareholder, consented to the resolution or voted in favour of the resolution, whether or not their shares carry the right to vote,

(a) a copy of the resolution,

(b) a statement advising of the right to send a notice of dissent, and

(c) if the resolution has passed, notification of that fact and the date on which it was passed.

(4) Nothing in subsection (1), (2) or (3) gives a shareholder a right to vote in a meeting at which, or on a resolution on which, the shareholder would not otherwise be entitled to vote.

Notice of court orders

241 If a court order provides for a right of dissent, the company must, not later than 14 days after the date on which the company receives a copy of the entered order, send to each shareholder who is entitled to exercise that right of dissent

- (a) a copy of the entered order, and
- (b) a statement advising of the right to send a notice of dissent.

Notice of dissent

242 (1) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1) (a), (b), (c), (d), (e) or (f) must,

(a) if the company has complied with section 240 (1) or (2), send written notice of dissent to the company at least 2 days before the date on which the resolution is to be passed or can be passed, as the case may be,

(b) if the company has complied with section 240 (3), send written notice of dissent to the company not more than 14 days after receiving the records referred to in that section, or

(c) if the company has not complied with section 240 (1), (2) or (3), send written notice of dissent to the company not more than 14 days after the later of

(i) the date on which the shareholder learns that the resolution was passed, and

(ii) the date on which the shareholder learns that the shareholder is entitled to dissent.

(2) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1) (g) must send written notice of dissent to the company

(a) on or before the date specified by the resolution or in the statement referred to in section 240 (2) (b) or (3) (b) as the last date by which notice of dissent must be sent, or

(b) if the resolution or statement does not specify a date, in accordance with subsection (1) of this section.

(3) A shareholder intending to dissent under section 238 (1) (h) in respect of a court order that permits dissent must send written notice of dissent to the company

(a) within the number of days, specified by the court order, after the shareholder receives the records referred to in section 241, or

(b) if the court order does not specify the number of days referred to in paragraph (a) of this subsection, within 14 days after the shareholder receives the records referred to in section 241.

(4) A notice of dissent sent under this section must set out the number, and the class and series, if applicable, of the notice shares, and must set out whichever of the following is applicable:

(a) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner and the shareholder owns no other shares of the company as beneficial owner, a statement to that effect;

(b) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner but the shareholder owns other shares of the company as beneficial owner, a statement to that effect and

(i) the names of the registered owners of those other shares,

(ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and

(iii) a statement that notices of dissent are being, or have been, sent in respect of all of those other shares;

(c) if dissent is being exercised by the shareholder on behalf of a beneficial owner who is not the dissenting shareholder, a statement to that effect and

(i) the name and address of the beneficial owner, and

(ii) a statement that the shareholder is dissenting in relation to all of the shares beneficially owned by the beneficial owner that are registered in the shareholder's name.

(5) The right of a shareholder to dissent on behalf of a beneficial owner of shares, including the shareholder, terminates and this Division ceases to apply to the shareholder in respect of that beneficial owner if subsections (1) to (4) of this section, as those subsections pertain to that beneficial owner, are not complied with.

Notice of intention to proceed

243 (1) A company that receives a notice of dissent under section 242 from a dissenter must,

(a) if the company intends to act on the authority of the resolution or court order in respect of which the notice of dissent was sent, send a notice to the dissenter promptly after the later of

(i) the date on which the company forms the intention to proceed, and

(ii) the date on which the notice of dissent was received, or

(b) if the company has acted on the authority of that resolution or court order, promptly send a notice to the dissenter.

(2) A notice sent under subsection (1) (a) or (b) of this section must

(a) be dated not earlier than the date on which the notice is sent,

(b) state that the company intends to act, or has acted, as the case may be, on the authority of the resolution or court order, and

(c) advise the dissenter of the manner in which dissent is to be completed under section 244.

Completion of dissent

244 (1) A dissenter who receives a notice under section 243 must, if the dissenter wishes to proceed with the dissent, send to the company or its transfer agent for the notice shares, within one month after the date of the notice,

(a) a written statement that the dissenter requires the company to purchase all of the notice shares,

(b) the certificates, if any, representing the notice shares, and

(c) if section 242 (4) (c) applies, a written statement that complies with subsection (2) of this section.

(2) The written statement referred to in subsection (1) (c) must

(a) be signed by the beneficial owner on whose behalf dissent is being exercised, and

(b) set out whether or not the beneficial owner is the beneficial owner of other shares of the company and, if so, set out

(i) the names of the registered owners of those other shares,

- (ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and
- (iii) that dissent is being exercised in respect of all of those other shares.

(3) After the dissenter has complied with subsection (1),

(a) the dissenter is deemed to have sold to the company the notice shares, and

(b) the company is deemed to have purchased those shares, and must comply with section 245, whether or not it is authorized to do so by, and despite any restriction in, its memorandum or articles.

(4) Unless the court orders otherwise, if the dissenter fails to comply with subsection (1) of this section in relation to notice shares, the right of the dissenter to dissent with respect to those notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares.

(5) Unless the court orders otherwise, if a person on whose behalf dissent is being exercised in relation to a particular corporate action fails to ensure that every shareholder who is a registered owner of any of the shares beneficially owned by that person complies with subsection (1) of this section, the right of shareholders who are registered owners of shares beneficially owned by that person to dissent on behalf of that person with respect to that corporate action terminates and this Division, other than section 247, ceases to apply to those shareholders in respect of the shares that are beneficially owned by that person.

(6) A dissenter who has complied with subsection (1) of this section may not vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, other than under this Division.

Payment for notice shares

245 (1) A company and a dissenter who has complied with section 244 (1) may agree on the amount of the payout value of the notice shares and, in that event, the company must

(a) promptly pay that amount to the dissenter, or

(b) if subsection (5) of this section applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(2) A dissenter who has not entered into an agreement with the company under subsection (1) or the company may apply to the court and the court may

(a) determine the payout value of the notice shares of those dissenters who have not entered into an agreement with the company under subsection (1), or order that the payout value of those notice shares be established by arbitration or by reference to the registrar, or a referee, of the court,

(b) join in the application each dissenter, other than a dissenter who has entered into an agreement with the company under subsection (1), who has complied with section 244 (1), and

(c) make consequential orders and give directions it considers appropriate.

(3) Promptly after a determination of the payout value for notice shares has been made under subsection (2) (a) of this section, the company must

(a) pay to each dissenter who has complied with section 244 (1) in relation to those notice shares, other than a dissenter who has entered into an

agreement with the company under subsection (1) of this section, the payout value applicable to that dissenter's notice shares, or

(b) if subsection (5) applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(4) If a dissenter receives a notice under subsection (1) (b) or (3) (b),

(a) the dissenter may, within 30 days after receipt, withdraw the dissenter's notice of dissent, in which case the company is deemed to consent to the withdrawal and this Division, other than section 247, ceases to apply to the dissenter with respect to the notice shares, or

(b) if the dissenter does not withdraw the notice of dissent in accordance with paragraph (a) of this subsection, the dissenter retains a status as a claimant against the company, to be paid as soon as the company is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the company but in priority to its shareholders.

(5) A company must not make a payment to a dissenter under this section if there are reasonable grounds for believing that

(a) the company is insolvent, or

(b) the payment would render the company insolvent.

Loss of right to dissent

246 The right of a dissenter to dissent with respect to notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares, if, before payment is made to the dissenter of the full amount of money to which the dissenter is entitled under section 245 in relation to those notice shares, any of the following events occur:

(a) the corporate action approved or authorized, or to be approved or authorized, by the resolution or court order in respect of which the notice of dissent was sent is abandoned;

(b) the resolution in respect of which the notice of dissent was sent does not pass;

(c) the resolution in respect of which the notice of dissent was sent is revoked before the corporate action approved or authorized by that resolution is taken;

(d) the notice of dissent was sent in respect of a resolution adopting an amalgamation agreement and the amalgamation is abandoned or, by the terms of the agreement, will not proceed;

(e) the arrangement in respect of which the notice of dissent was sent is abandoned or by its terms will not proceed;

(f) a court permanently enjoins or sets aside the corporate action approved or authorized by the resolution or court order in respect of which the notice of dissent was sent;

(g) with respect to the notice shares, the dissenter consents to, or votes in favour of, the resolution in respect of which the notice of dissent was sent;

(h) the notice of dissent is withdrawn with the written consent of the company;

(i) the court determines that the dissenter is not entitled to dissent under this Division or that the dissenter is not entitled to dissent with respect to the notice shares under this Division.

Shareholders entitled to return of shares and rights

247 If, under section 244 (4) or (5), 245 (4) (a) or 246, this Division, other than this section, ceases to apply to a dissenter with respect to notice shares,

(a) the company must return to the dissenter each of the applicable share certificates, if any, sent under section 244 (1) (b) or, if those share certificates are unavailable, replacements for those share certificates,

(b) the dissenter regains any ability lost under section 244 (6) to vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, and

(c) the dissenter must return any money that the company paid to the dissenter in respect of the notice shares under, or in purported compliance with, this Division.