Ontario

Ministry of Government and Consumer Services

Articles of Amalgamation

Business Corporations Act

1. Amalgamated Corporation Name
COINANALYST SUBCO 2 INC.

2. Registered Office Address
1 Adelaide Street East, 801, Toronto, Ontario, Canada, M5C 2V9

3. Number of Directors

Minimum/Maximum	Min 1 / Max 10

4. The director(s) is/are:

Full Name	Aaron MECKLER
Resident Canadian	Yes
Address for Service	1 Adelaide Street East, 801, Toronto, Ontario, Canada, M5C 2V9

5. Method of Amalgamation

B. Amalgamation of a holding corporation and one or more of its subsidiaries or amalgamation of subsidiaries.
The amalgamation has been approved by the directors of each amalgamating corporation by a resolution as required by section 177 of the Business Corporations Act on the date set out below.

The Name, OCN, and Date of Adoption/Approval for each amalgamating corporation are as follows:

Corporation Name	OCN	Date of Adoption/Approval

2828329 ONTARIO INC.	2828329	October 26, 2021
2864025 ONTARIO INC.	2864025	October 26, 2021

6. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise. If none, enter "None":

None.

7. The classes and any maximum number of shares that the corporation is authorized to issue:

The Corporation is authorized to issue an unlimited number of shares of one class designated as Common Shares.

8. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors' authority with respect to any class of shares which may be issued in series. If there is only one class of shares, enter "Not Applicable":

The Common Shares shall have attached thereto the following rights, privileges, restrictions and conditions: 1. Voting Each holder of Common Shares shall be entitled to receive notice of and to attend all meetings of shareholders of the Corporation, except meetings at which only holders of other classes or series of shares are entitled to attend, and at all such meetings shall be entitled to one vote in respect of each Common Share held by such holder. 2. Dividends The holders of Common Shares shall be entitled to receive dividends if and when declared by the board of directors. 3. Liquidation In the event of any liquidation, dissolution or winding-up of the Corporation or other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs, the holders of Common Shares shall be entitled to receive the remaining property or assets of the Corporation.

9. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows. If none, enter "None":

Securities of the Corporation, other than non-convertible debt securities, shall not be transferred unless: (a) (i) the consent of the directors of the Corporation is obtained, to be evidenced by a resolution passed by the directors, or (ii) the consent of shareholders holding more than 50% of the shares entitled to vote at such time is obtained, to be evidenced by a resolution passed by all of the shareholders, or by an instrument or instruments in writing signed by shareholders holding more than 50% of the shares entitled to vote at such time; or (b) in the case of securities, other than shares from the share capital of the Corporation, which are subject to restrictions on transfer contained in a security holders' agreement, such restrictions on transfer are complied with.

10. Other provisions:

None.

The articles have been properly executed by the required person(s).

Supporting Document - Schedule "A"

Statement of a director or officer of each of the amalgamating corporations completed as required under subsection 178(2) of the Business Corporations Act.

Supporting Document - Schedule "B"

A copy of the amalgamation agreement adopted by shareholders under subsection 176(4) of the Business Corporations Act

Supporting Information - Nuans Report Information

Nuans Report Reference #	121406660
Nuans Report Date	October 20, 2021

Schedule "A"

Director's statement of amalgamating corporations

(*see attached*)

DIRECTOR'S STATEMENT

The undersigned, Aaron Meckler, being a director 2828329 Ontario Inc., hereby states that:

1. There are reasonable grounds for believing that:

   (a) each of 2828329 Ontario Inc. and 2864025 Ontario Inc. (each, an "**amalgamating corporation**") is, and the amalgamated corporation will be, able to pay its liabilities as they become due; and

   (b) the realizable value of the amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes.

2. There are reasonable grounds for believing that no creditor will be prejudiced by the amalgamation.

3. Based on the statements made above, neither of the amalgamating corporations is obligated to give notice to any creditor pursuant to the provisions of the Business Corporations Act (*Ontario*).

DATED as of this 26th day of October, 2021.

signed "Aaron Meckler"
Aaron Meckler, Director

DIRECTOR'S STATEMENT

The undersigned, Aaron Meckler, being a director 2864025 Ontario Inc., hereby states that:

1. There are reasonable grounds for believing that:

   (a) each of 2864025 Ontario Inc. and 2828329 Ontario Inc. (each, an "**amalgamating corporation**") is, and the amalgamated corporation will be, able to pay its liabilities as they become due; and

   (b) the realizable value of the amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes.

2. There are reasonable grounds for believing that no creditor will be prejudiced by the amalgamation.

3. Based on the statements made above, neither of the amalgamating corporations is obligated to give notice to any creditor pursuant to the provisions of the Business Corporations Act (*Ontario*).

DATED as of this 26th day of October, 2021.

signed "Aaron Meckler"
Aaron Meckler, Director

Schedule "B"

Amalgamation Agreement

(*see attached*)

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT is made as of the 26th day of October, 2021.

AMONG:

2828329 ONTARIO INC.
a corporation incorporated under the laws of the Province of Ontario

(“**Finco** ”)

- and -

BRANDENBURG ENERGY CORP.
a corporation incorporated under the laws of the Province of British Columbia

(“**Brandenburg**”)

- and -

2864025 ONTARIO INC.
a corporation incorporated under the laws of the Province of Ontario

(“**Subco**”);

WHEREAS, Finco and Brandenburg have agreed to effect an amalgamation of Finco and Subco under the authority contained in the OBCA upon the terms and conditions hereinafter set out;

AND WHEREAS, Finco and Subco are each incorporated under the OBCA;

AND WHEREAS, Subco is a wholly-owned subsidiary of Brandenburg;

AND WHEREAS, the authorized capital of Finco consists of an unlimited number of Finco Shares (as defined herein), of which 13,690,000 Finco Shares are issued and outstanding at the date hereof as fully paid and non-assessable shares;

AND WHEREAS, the authorized capital of Subco consists of an unlimited number of common shares in the capital of Subco Shares (as defined herein), of which 100 Subco Shares are issued and outstanding at the date hereof as a fully paid and non-assessable share, which is owned of record by Brandenburg;

AND WHEREAS, pursuant to the Amalgamation, and subject to the terms of this Agreement, Finco and Subco shall amalgamate and continue as Amalco (as defined herein), which shall become a wholly-owned subsidiary of Brandenburg, and Brandenburg shall issue to each Finco Shareholder Brandenburg Shares (as defined herein) to shareholders of Finco on the basis of the Exchange Ratio (as defined herein);

AND WHEREAS Finco, Brandenburg and Subco have each made full disclosure to the other of all their respective assets and liabilities;

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

1. Interpretation

In this Agreement, including the recitals hereto, the following words and expressions shall have the respective meanings ascribed to them below:

"**Agreement**" means this agreement, its recitals and exhibits, as the same may be amended, modified or supplemented from time to time.

"**Amalco Shareholder**" means a registered holder of Amalco Shares, from time to time, and "**Amalco Shareholders**" means all of such holders.

"**Amalco Shares**" means the common shares in the share capital of Amalco.

"**Amalco**" means the corporation resulting from the Amalgamation and continuing the corporate existence of the Amalgamating Corporations.

"**Amalgamating Corporations**" means Finco and Subco, and "**Amalgamating Corporation**" means either of them as applicable.

"**Amalgamation**" means the amalgamation of the Amalgamating Corporations pursuant to the provisions of the OBCA in the manner contemplated in and pursuant to this Agreement.

"**Articles of Amalgamation**" means the articles of amalgamation giving effect to the Amalgamation to be filed with the Director pursuant to this Agreement.

"**Brandenburg Shares**" means the common shares in the capital of Brandenburg.

"**Business Combination Agreement**" means the business combination agreement between Brandenburg and Coin Analyst UG dated August 6, 2021, as amended on September 8 and October 14, 2021.

"**CDS**" means CDS Clearing and Depositary Services Inc.

"**Certificate of Amalgamation**" means the certificate of amalgamation to be issued by the Director in respect of the Amalgamation.

"**Director**" means the Director appointed under Section 278 of the OBCA.

"**Dissenting Finco Shareholder**" means a registered Finco Shareholder who, in connection with the special resolution of the Finco Shareholders which approves and adopts this Agreement, has exercised the right to dissent pursuant to Section 185 of the OBCA in strict compliance with the provisions thereof and thereby becomes entitled to be paid the fair value of his, her or its Finco Shares and who has not withdrawn the notice of the exercise of such right as permitted by Section 185 of the OBCA.

"**Effective Date**" means the date shown on the Certificate of Amalgamation.

"**Effective Time**" means 12:01 a.m. (Toronto time) on the Effective Date or such other time on the Effective Date as may be agreed by Finco and Brandenburg.

"**Exchange Ratio**" means one (1) Post-Consolidation Brandenburg Shares for each one (1) Finco Share.

"**fair value**" where used in relation to a Finco Share held by a Dissenting Finco Shareholder, means fair value as determined by a court under Section 185 of the OBCA or as agreed between Finco and the Dissenting Finco Shareholder.

"**Financings**" means a non-brokered private placement of 11,190,000 Finco Subscription Receipts, at a price of $0.20 per Finco Subscription Receipt, for gross proceeds of $2,238,000 and a non-brokered private placement of 2,500,000 Finco Shares at a price of $0.10 per Finco Share for gross proceeds of $250,000.

"**Finco Shareholder**" means a registered holder of Finco Shares, from time to time, and "**Finco Shareholders**" means all of such holders.

"**Finco Shares**" means the common shares in the capital of Finco.

"**OBCA**" means the *Business Corporations Act* (Ontario), R.S.O. 1990, c. B.16, as amended.

"**Parties**" means Finco, Subco and Brandenburg, and "**Party**" means each of them as applicable.

"**Person**" means a natural person, partnership, limited liability partnership, corporation, joint stock company, trust, unincorporated association, joint venture or other entity, and pronouns have a similarly extended meaning.

"**Subco Shareholder**" means the registered holder of Subco Shares, being Brandenburg.

"**Subco Shares**" means the common shares in the capital of Subco.

"**Transfer Agent**" means Odyssey Transfer Inc., at its principal office in Toronto, Ontario, being the transfer agent and registrar for the Brandenburg Shares.

2. Paramountcy

In the event of any conflict between the provisions of this Agreement and the provisions of the Business Combination Agreement, the provisions of this Agreement shall prevail.

3. Agreement to Amalgamate

Each of the Parties hereby agrees to the Amalgamation such that the Amalgamating Corporations shall amalgamate to create and continue as Amalco under the provisions of Section 174 of the OBCA, on the terms and conditions set out in this Agreement.

4. Filing of Articles

Following the approval of this Agreement by the shareholders of the Amalgamating Corporations in accordance with the OBCA, and in accordance with the terms and conditions of the Business Combination Agreement, including the satisfaction or waiver of all conditions precedent set forth in the Business Combination Agreement, Finco shall file the Articles of Amalgamation with the Director as provided under the OBCA.

5. Conditions Precedent to the Amalgamation

The Amalgamation is subject to the satisfaction or waiver by the party entitled to make such waiver, of the conditions precedent to the business combination of Brandenburg and Coin Analyst UG. The signing and delivery of the Articles of Amalgamation by Finco and Subco shall be conclusive evidence that such conditions have been satisfied to the satisfaction of Finco and Brandenburg, or waived by the party entitled to make such waiver, and that Finco and Subco may amalgamate in accordance with the provisions of this Agreement.

6. Amalgamation Events

Pursuant to the Amalgamation, on the Effective Date:

(a) each issued and outstanding Finco Share held by each Dissenting Finco Shareholder will become an entitlement to be paid the fair value of such share;

(b) each issued and outstanding Subco Share shall be exchanged for one (1) fully paid and non-assessable Amalco Share;

(c) subject to Section 6(a), holders of outstanding Finco Shares shall receive, in respect of each Finco Share held, a number of Brandenburg Shares equal to the Exchange Ratio and the Finco Shares will be cancelled;

(d) following the Effective Time, all outstanding options, warrants or other convertible securities of Finco will be similarly exchanged or converted in accordance with the Exchange Ratio such that, following the Effective Date, such options, warrants or other convertible securities will entitle the holders thereof to acquire for the same aggregate consideration the number of Brandenburg Shares that the holder would have been entitled to receive pursuant to the Business Combination had the holder exercised or converted its options, warrants or other convertible securities to become a Finco Shareholder prior to the Effective Date;

(e) as consideration for the issuance of Brandenburg Shares in exchange for the Finco Shares, Amalco shall issue to Brandenburg one (1) Amalco Share for each Brandenburg Share so issued;

(f) Finco and Subco shall be amalgamated and continue as Amalco;

(g) all of the property and assets of each of Finco and Subco shall be the property and assets of Amalco and Amalco shall be liable for all of the liabilities and obligations of each of Finco and Subco, including civil, criminal and quasi criminal, and all contracts, liabilities and debts of Subco and Finco ;

(h) all rights of creditors against the property, assets, rights, privileges and franchises of Subco and Finco and all liens upon their property, rights and assets shall be unimpaired by the Amalgamation and all debts, contracts, liabilities and duties of Subco and Finco shall thenceforth attach to and be enforced against Amalco; and

(i) no action or proceeding by or against Subco or Finco shall abate or be affected by the Amalgamation but, for all purposes of such action or proceeding, the name of Amalco shall be substituted in such action or proceeding in place of Subco or Finco , as the case may be.

7. Articles of Amalgamation

The Articles of Amalgamation of Amalco shall be in the form attached hereto as Exhibit "A".

8. Name

The Name of Amalco shall be "CoinAnalyst Subco 2 Inc.", or such other name as mutually agreed to by the Parties.

9. Registered Office

Until changed in accordance with the OBCA, the registered office of Amalco shall be in the Province of Ontario.

10. Authorized Capital

The authorized capital of Amalco shall consist of an unlimited number of Amalco Shares, the rights, privileges, restrictions and conditions attaching to which shall be as set out in the Articles of Amalgamation attached hereto as Exhibit "A".

11. Share Transfer Restrictions

The Amalco Shares shall be subject to restrictions on transfer as set out in the Articles of Amalgamation attached hereto as Exhibit "A".

12. Business

There shall be no restrictions on the business which Amalco is authorized to carry on or the powers which Amalco may exercise.

13. Number of Directors

The board of directors of Amalco shall consist of not less than one (1) and not more than ten (10) directors, the exact number of which shall be determined by the directors from time to time.

14. First Directors

The first director(s) of Amalco shall be the person(s) whose names and residential addresses appear below:

Name	Address	Resident Canada

Aaron Meckler	[redacted]	Yes

The above director shall hold office from the Effective Date until the first annual meeting of Amalco Shareholders or until his successor is elected or appointed.

15. By-laws

The by-laws of Amalco shall be, to the extent not inconsistent with this Agreement, the by-laws of Subco, until repealed or amended.

16. Fractional Shares

No fractional Brandenburg Shares or Amalco Shares will be issued or delivered to any former Finco Shareholders or the former Subco Shareholder otherwise entitled thereto, if any. Instead, the number of Brandenburg Shares or Amalco Shares issued to each former holder of Finco Shares or Subco Shares will be rounded up to the nearest whole number.

17. Stated Capital

The stated capital account in the records of Amalco for the Amalco Shares shall be equal to the stated capital attributed to the Finco Shares and the Subco Shares, determined immediately before the Amalgamation.

18. Termination

Subject to the terms of the Business Combination Agreement, this Agreement may be terminated by the board of directors of each of the Amalgamating Corporations, notwithstanding the approval of this Agreement by the shareholders of the Amalgamating Corporations, at any time prior to the issuance of the Certificate of Amalgamation. If this Agreement is terminated pursuant to this Section, this Agreement shall forthwith become void and of no further force and effect.

19. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each Party hereby irrevocably attorns to the jurisdiction of the courts of the Province of Ontario sitting in and for the judicial district of Toronto in respect of all matters arising under or in relation to this Agreement.

20. Further Assurances

Each of the Parties agrees to execute and deliver such further instruments and to do such further reasonable acts and things as may be necessary or appropriate to carry out the intent of this Amalgamation Agreement.

21. Time of the Essence

Time shall be of the essence of this Agreement.

22. Amendments

This Agreement may only be amended or otherwise modified by written agreement executed by the Parties.

23. Counterparts

This Agreement may be signed in counterparts (including counterparts by facsimile), and all such signed counterparts, when taken together, shall constitute one and the same agreement, effective on this date.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

2828329 ONTARIO INC.

Per: [redacted]

Authorized Signing Officer

BRANDENBURG ENERGY CORP.

Per: [redacted]

Authorized Signing Officer

2864025 ONTARIO INC.

Per: [redacted]

Authorized Signing Officer