

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323978

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|---|-----------------------------|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Articles of Amalgamation | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| GreenWare Environmental Systems Inc. | | 06/14/2013 | CORPORATION: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | CaseWare International Inc. | | |
| Street Address: | 469 King Street West | | |
| Internal Address: | 2nd Floor | | |
| City: | Toronto, Ontario | | |
| State/Country: | CANADA | | |
| Postal Code: | M5V 1K4 | | |
| Entity Type: | CORPORATION: CANADA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1899603 | GREENWARE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7037399889 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 703-739-9888 | | |
| Email: | dowell@dowellpc.com | | |
| Correspondent Name: | DOWELL & DOWELL, P.C. | | |
| Address Line 1: | 103 Oronoco Street | | |
| Address Line 2: | Suite 220 | | |
| Address Line 4: | Alexandria, VIRGINIA 22314 | | |
| ATTORNEY DOCKET NUMBER: | 19098TM | | |
| NAME OF SUBMITTER: | Alyssa Ann Finamore | | |
| SIGNATURE: | /Alyssa Ann Finamore/ | | |
| DATE SIGNED: | 11/21/2014 | | |
| Total Attachments: 19 | | | |
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5. Method of amalgamation, check A or B
 Méthode choisie pour la fusion – Cocher A ou B :

A - Amalgamation Agreement / Convention de fusion :

The amalgamation agreement has been duly adopted by the shareholders of each of the amalgamating corporations as required by subsection 176 (4) of the *Business Corporations Act* on the date set out below.

Les actionnaires de chaque société qui fusionne ont dûment adopté la convention de fusion conformément au paragraphe 176(4) de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

or
ou

B - Amalgamation of a holding corporation and one or more of its subsidiaries or amalgamation of subsidiaries / Fusion d'une société mère avec une ou plusieurs de ses filiales ou fusion de filiales :

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.

Les administrateurs de chaque société qui fusionne ont approuvé la fusion par voie de résolution conformément à l'article 177 de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

The articles of amalgamation in substance contain the provisions of the articles of incorporation of
 Les statuts de fusion reprennent essentiellement les dispositions des statuts constitutifs de

CaseWare International Inc.

and are more particularly set out in these articles.
 et sont énoncés textuellement aux présents statuts.

| Names of amalgamating corporations Dénomination sociale des sociétés qui fusionnent | Ontario Corporation Number Numéro de la société en Ontario | Date of Adoption/Approval Date d'adoption ou d'approbation | | |
|--|---|---|---------------|-------------|
| | | Year année | Month mois | Day jour |
| CaseWare International Inc. | 001612917 | 2013 | 05 | 16 |
| GreenWare Environmental Systems Inc. | 1342572 003447022 | 2013 | 05 | 16 |

6. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise.
Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la société.

None

7. The classes and any maximum number of shares that the corporation is authorized to issue:
Catégories et nombre maximal, s'il y a lieu, d'actions que la société est autorisée à émettre :

An unlimited number of non-voting, dividend-bearing, non-cumulative, non-participating, redeemable, retractable, preference shares (the "Class "A" Preference Shares");
An unlimited number of voting, non-dividend-bearing, non-participating, redeemable, special shares (the "Special Voting Shares");
An unlimited number of voting, dividend-bearing, deferrable participating shares (the "Class A Common Shares");
An unlimited number of non-voting, deferrable dividend-bearing, participating, shares (the "Class B Common Shares");
An unlimited number of non-voting, deferrable dividend-bearing, participating shares (the "Class C Common Shares");
An unlimited number of non-voting, deferrable dividend-bearing, participating shares (the "Class D 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:

Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série :

See attached pages 4A to 4G

1. Class "A" Preference Shares

1.1. Voting Rights

Except as required by the Business Corporations Act (Ontario) (referred to in these Articles as the "Act"), the holders of the Class "A" Preference Shares as such shall not be entitled to receive a notice of or to attend any meeting of the shareholders of the Corporation. Except as required by the Act, the holders of the Class "A" Preference Shares as such shall not be entitled either to vote at any meeting of the shareholders of the Corporation or to consent in writing to a resolution of the shareholders of the Corporation.

1.2. Dividend Rights

1.2.1. In priority to the Class "A" Common Shares, the Class "B" Common Shares, the Class "C" Common Shares, the Class "D" Common Shares and all other shares ranking junior to the Class "A" Preference Shares, the holders of the Class "A" Preference Shares shall be entitled to receive and the Corporation shall pay thereon, as and when declared by the Board Of Directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends, non-cumulative dividends in respect of each financial year of the Corporation in such amount as may be determined by resolution of the Board of Directors of the Corporation up to but not greater than 5% of the stated capital in respect thereof. The holders of the Class "A" Preference Shares shall not be entitled to any dividends other than or in excess of the dividends hereinbefore provided for.

1.2.2. Except with the consent in writing of the holders of all of the Class "A" Preference Shares outstanding, no dividends shall at any time be declared and paid on or declared and set apart for payment on the Class "A" Common Shares, the Class "B" Common Shares, the Class "C" Common Shares or the Class "D" Common Shares (referred to in these Articles as the "Common Shares of all Classes"), the Special Voting Shares or on any other shares of the Corporation ranking junior to the Class "A" Preference Shares for a financial year of the Corporation unless dividends declared on the Class "A" Preference Shares then issued and outstanding in respect of such financial year, if any, shall have been paid or set apart for payment at the date of such declaration and payment or setting apart of dividends on the Common Shares of all Classes, the Special Voting Shares or on any other shares of the Corporation ranking junior to the Class "A" Preference Shares.

1.2.3. Subject to the prior rights of the holders of the Class "A" Preference Shares as set forth in sub-clauses 1.2.1 and 1.2.2 above and not otherwise, the Board Of Directors of the Corporation may declare and cause to be paid dividends to the holders of the Common Shares of all Classes or on any other shares of the Corporation ranking junior to the Class "A" Preference Shares from any assets of the Corporation properly applicable to the payment of dividends in accordance with the rights attached to such shares.

1.3. Liquidation, Dissolution or Winding-Up

In the event of the liquidation, dissolution or winding-up of the Corporation or other distribution of assets of the Corporation among shareholders for the purpose of winding-up its affairs, whether voluntary or involuntary (such distribution referred to in these Articles as a "Dissolution Distribution") the property of the Corporation remaining after satisfying the interests of creditors in all its debts, obligations and liabilities (referred to in these Articles as the "Remaining

Equity”) up to an amount equal to the stated capital in respect of the Class “A” Preference Shares at the time of distribution plus all declared and unpaid non-cumulative dividends thereon shall be paid or distributed rateably to the holders of the Class “A” Preference Shares before any Remaining Equity shall be distributed to the holders of the Common Shares of all classes, the Special Voting Shares or on any other shares of the Corporation ranking junior to the Class “A” Preference Shares. After payment to the holders of the Class “A” Preference Shares of the amount so payable to them as above provided, they shall not be entitled to participate in any further distribution of the Remaining Equity.

1.4. Redemption

The Corporation may, subject to the requirements of the Act, upon giving notice as hereinafter provided, redeem at any time the whole, or from time to time any part, of the then outstanding Class “A” Preference Shares on payment of a redemption price equal to the stated capital in respect thereof as of the time of redemption plus all declared and unpaid non-cumulative dividends thereon.

1.5. Retraction

Any holder of Class “A” Preference Shares shall be entitled, subject to the requirements of the Act and in accordance with the by-laws of the Corporation, to require the Corporation to redeem, at any time or times, all or any of the Class “A” Preference Shares registered in the name of such holder on the books of the Corporation by tendering to the Corporation at the registered office of the Corporation a share certificate or certificates representing the Class “A” Preference Shares which the registered holder intends to have the Corporation redeem together with a notice in writing signed by or on behalf of the holder specifying (i) that the registered holder intends to have the Class “A” Preference Shares represented by such certificate or certificates redeemed by the Corporation and (ii) the business day (“Retraction Date”) on which the holder intends to have the Corporation redeem such Class “A” Preference Shares. The Retraction Date shall not, without the consent of the Corporation, be less than 30 or more than 90 days after the day on which the notice in writing is given to the Corporation. Upon receipt of a share certificate or certificates representing the Class “A” Preference Shares which the holder intends to have the Corporation redeem duly endorsed in blank for transfer together with such notice, the Corporation shall on the Retraction Date redeem such Class “A” Preference Shares by paying to such registered holder a redemption price equal to the stated capital in respect thereof as of the time of redemption plus all declared and unpaid non-cumulative dividends thereon for each Class “A” Preference Share being redeemed. The said Class “A” Preference Shares shall be redeemed on the Retraction Date and from and after the Retraction Date the holder of such shares shall cease to be entitled to dividends and shall not be entitled to exercise any of the rights of holders of Class “A” Preference Shares in respect thereof unless payment of the said redemption price is not made on the Retraction Date, in which event the rights of the holder of the said Class “A” Preference Shares shall remain unaffected.

2. Special Voting Shares

2.1. Voting Rights

Every holder of a Special Voting Share shall be entitled to receive notice of and attend at all meetings of shareholders of the Corporation held for the purpose of electing directors or for any

other purpose and to cast one vote for each Special Voting Share held at all meetings of shareholders other than meetings of the holders of another class of shares.

2.2. Dividend Rights

No dividends may be declared or paid on the Special Voting Shares.

2.3. Liquidation, Dissolution or Winding-Up

In the event of a Dissolution Distribution, after payment to the holders of the Class "A" Preference Shares of the amounts to which such holders are entitled in accordance with the rights attached to such shares, before any Remaining Equity shall be distributed to the holders of the Common Shares of all Classes or on any other shares of the Corporation ranking junior to the Special Voting Shares, the Remaining Equity up to an amount equal to the stated capital in respect of the Special Voting Shares at the time of distribution shall be paid or distributed rateably to the holders of the Special Voting Shares. After payment to the holders of the Special Voting Shares of the amount so payable to them as above provided, they shall not be entitled to participate in any further distribution of the Remaining Equity.

2.4. Redemption

The Corporation may, subject to the requirements of the Act, upon giving notice as hereinafter provided, redeem at any time the whole, or from time to time any part, of the then outstanding Special Voting Shares on payment of a redemption price equal to the stated capital in respect thereof as of the time of redemption.

3. Common Shares of all Classes

3.1. Voting Rights

3.1.1. Every holder of a Class "A" Common Share shall be entitled to receive notice of and attend at all meetings of shareholders of the Corporation held for the purpose of electing directors or for any other purpose and to cast one vote for each Class "A" Common Share held at all meetings of shareholders other than meetings of the holders of another class of shares.

3.1.2. Except as required by the Act, the holders of the Class "B" Common Shares, Class "C" Common Shares and Class "D" Common Shares shall not be entitled to receive a notice of or to attend any meeting of the shareholders of the Corporation. Except as required by the Act, the holders of the Class "B" Common Shares, Class "C" Common Shares and Class "D" Common Shares as such shall not be entitled either to vote at any meeting of the shareholders of the Corporation or to consent in writing to a resolution of the shareholders.

3.2. Dividend Rights, Declaration

The holders of the Common Shares of all Classes shall be entitled to have declared out of the assets of the Corporation properly applicable to the payment of dividends in respect of each financial year of the Corporation, dividends in such amount as the Board Of Directors of the Corporation may determine provided that the amount of the dividend declared per share shall be the same with respect to each of the classes of Common Shares of all Classes.

3.3. Dividend Rights, Payment

3.3.1. The holders of each class of Common Shares shall be entitled to be paid dividends

declared on each such class at such time or times and in such manner (including cash, issue of fully paid shares of the Corporation or options or rights to acquire fully paid shares of the Corporation) as may be determined by resolution of the Board of Directors of the Corporation.

3.3.2. The Board of Directors of the Corporation may by resolution determine that dividends declared on a particular class of Common Shares shall be payable at a time or times or in a manner different from the time or times or manner of dividends declared on other classes of Common Shares provided that there shall be no preference or distinction as between the holders of a particular class of Common Shares with respect to time or manner of payment of dividends. The Board of Directors of the Corporation may from time to time by resolution determine that dividends that it had previously determined should be payable at a particular time or times or in a particular manner shall be payable at a different time or times or in a different manner.

3.4. Liquidation, Dissolution or Winding-Up

3.4.1. In the event of a Dissolution Distribution, after payment to the holders of the Class "A" Preference Shares and the Special Voting Shares of the amounts to which such holders are entitled on the basis of the rights attached to such shares, an amount equal to the amount by which (A) dividends declared on one or more classes of Common Shares of all Classes and unpaid exceeds (B) dividends declared and unpaid on one or more other classes of Common Shares of all Classes (the "Differential Deferred Dividends") shall be determined and the Remaining Equity up to the amount of the Differential Deferred Dividends shall be paid or distributed rateably to the holders of the classes of Common Shares of all Classes on which they are outstanding share for share, without preference or distinction.

3.4.2. After payment to the holders of Common Shares of all Classes of the amounts, if any, to which they are entitled pursuant to section 3.4.1, the amount of dividends declared and unpaid on the Common Shares of all Classes as of the time of the distribution (the "Non-Differential Deferred Dividends") shall be calculated on the basis that amounts paid pursuant to section 3.4.1 were paid on account of dividends. The Remaining Equity shall be paid or distributed rateably to the holders of Common Shares of all Classes in proportion to the amounts of Non-Differential Deferred Dividends thereon share for share, without preference or distinction.

3.4.3. After payment to the holders of the Common Shares of all Classes of the amounts, if any, to which they are entitled pursuant to sections 3.4.1 and 3.4.2, the Remaining Equity shall be paid or distributed rateably to the holders of the Common Shares of all Classes share for share, without preference or distinction.

4. Subdivision

Neither Class "A" Common Shares, Class "B" Common Shares, Class "C" Common Shares nor Class "D" Common Shares shall be subdivided, consolidated, reclassified or otherwise changed unless contemporaneously therewith each other class of shares is subdivided, consolidated, reclassified or otherwise changed in the same proportion and in the same manner.

5. Conversion of Class "B" Common Shares, Class "C" Common Shares, Class "D" Common Shares

A holder of one or more Class "B" Common Shares, Class "C" Common Shares, Class "D"

Common Shares (referred to in these Articles as the “Non-Voting Common Shares”) shall have a right to convert some or all of the Non-Voting Common Shares or which he is the registered holder and to receive from the Corporation for each Non-Voting Common Share so converted one (1) Class “A” Common Share. The aforesaid right of conversion shall be exercisable by a holder of a Non-Voting Common Share giving written notice to the Corporation of intention to convert together with a certificate or certificates duly endorsed in blank for transfer representing not less than the number of Non-Voting Common Shares to be converted. The said notice shall state the number of Non-Voting Common Shares to be converted and a date on which the share(s) in question are to be converted (the “Conversion Date”) provided that the Conversion Date shall not be earlier than the later to occur of a public issue (as defined below) and fifteen (15) days after the date the notice is received by the Corporation and the Conversion Date shall not be later than sixty (60) days after the date the notice is received by the Corporation. On the Conversion Date, the Corporation shall, at its own expense, deliver to the shareholder a certificate for the number of Class “A” Common Shares and, if applicable, a certificate for Non-Voting Common Shares represented by certificates delivered to the Corporation for Non-Voting Common Shares that are not to be converted.

A “public issue” shall be deemed to occur upon securities of the Corporation being listed on a stock exchange or admitted to trading on a trading facility.

The Corporation shall have a right to convert some or all of the Non-Voting Common Shares held by a shareholder in exchange for receipt from the Corporation for each Non-Voting Common Share so converted of one (1) Class “A” Common Share. The aforesaid right of conversion shall be exercisable by the Corporation giving written notice to the shareholder of its intention to convert. The said notice shall state the number of Non-Voting Common Shares to be converted and a date on which the share(s) in question are to be converted (the “Conversion Date”) provided that the Conversion Date shall not be earlier than the later to occur of a public issue (as defined above) and fifteen (15) days after the date the notice is given by the Corporation and the Conversion Date shall not be later than sixty (60) days after the date the notice is given by the Corporation. On or before the Conversion Date, the shareholder to whom a notice of conversion has been given shall deliver to the Corporation at its registered office a certificate or certificates duly endorsed in blank for transfer representing not less than the number of Non-Voting Common Shares to be converted to the Corporation and the Corporation shall on or before the Conversion Date deliver to the shareholder a certificate for the number of Class “A” Common Shares and, if applicable, a certificate for Non-Voting Common Shares represented by certificates delivered to the Corporation for Non-Voting Common Shares that are not to be converted.

6. General Terms

6.1. Payment

Delivery of a cheque of the Corporation payable at par at any branch of the Corporation’s bankers in Canada and/or issue of fully paid shares of the Corporation or options or rights to acquire fully paid shares of the Corporation and delivery of a certificate in respect thereof, as determined by the Board of Directors of the Corporation, in respect of dividends declared on shares of the Corporation or payment of the redemption price of shares shall discharge the Corporation’s obligations to pay such dividends or redemption price.

6.2. Notices, Deliveries

Notices given and items deliverable to shareholders hereunder shall be delivered or mailed by letter, postage prepaid, to each such shareholder at his address as it appears on the records of the Corporation or in the event of the address of any such shareholder not so appearing then to the last known address of such shareholder or, if delivered, delivered to such shareholder at such address, provided, however that accidental failures to give any such notice to one or more of such shareholders shall not affect the validity of any redemption or other step which is the subject matter of the notice.

6.3. Notice of Redemption

A notice of redemption under (the "Redemption Notice") stating the intention of the Corporation to redeem the shares specified in the notice shall be given in the manner aforesaid not less than thirty (30) days prior to the redemption date and shall set out the date on which redemption is to take place, the amount to be paid by the Corporation on redemption of the specified shares in accordance with the rights attached to such shares and if part only of the class of shares in question held by the person to whom it is addressed is to be redeemed, the number thereof to be so redeemed.

6.4. Selection of Shares to be Redeemed

If a part only of the shares of a class for the time being outstanding is to be redeemed, the shares of the class in question so to be redeemed shall be selected by lot in such manner as the directors in their discretion shall decide or if the directors so determine may be redeemed pro rata (disregarding fractions) unless otherwise agreed in writing by the holders of all of the shares of the class in question.

6.5. Redemption of Shares

On or after the date on which shares are to be redeemed (the "Redemption Date"), the Corporation shall pay or cause to be paid the amount to be paid by the Corporation on redemption of the shares in question in accordance with the rights attached to such shares (the "Redemption Amount") to or to the order of the registered holders of the shares to be redeemed on presentation and surrender at the registered office of the Corporation or any other place designated in the Redemption Notice of the certificates representing shares called for redemption. If less than all of the shares represented by any certificate are redeemed, the holder shall be entitled to receive at the expense of the Corporation a new certificate for that number of shares represented by the original certificate which are not redeemed. From and after the Redemption Date, the holders of the shares called for redemption shall cease to be entitled to dividends thereon and shall not be entitled to exercise any of the rights of shareholders in respect thereof unless payment of the Redemption Amount shall not be made upon presentation of certificates in accordance with the foregoing provisions, in which case the rights of the holders of the shares in question shall remain unaffected. The Corporation shall have the right at any time after giving a Redemption Notice or receiving a Retraction Notice to deposit the Redemption Amount of the shares called for redemption or of such of the said shares represented by certificates as have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption in a special account at any chartered bank or at any trust company in Canada, named in the Redemption Notice or a Response Notice, to be paid without

interest to or to the order of the respective holders of such shares called for redemption upon presentation and surrender to such bank or trust company of the certificates representing the same. Upon such deposit being made, or upon the Redemption Date, whichever is the later, the shares in respect whereof such deposit shall have been made shall be redeemed and the rights of the holders thereof after such deposit or such Redemption Date, as the case may be, shall be limited to receiving without interest their proportionate part of the total Redemption Amount so deposited against presentation and surrender of the said certificates held by them respectively and any interest on the amount so deposited shall be for the account of the Corporation. If any part of the total Redemption Amount so deposited has not been paid to or to the order of the respective holders of the shares which were called for redemption within two years after the date upon which such deposit was made or the Redemption Date, whichever is the later, such balance remaining in the said special account shall be returned to the Corporation without prejudice to the rights of the holders of the shares being redeemed to claim the Redemption Amount without interest from the Corporation.

9. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows:
L'émission, le transfert ou la propriété d'actions est/n'est pas restreint. Les restrictions, s'il y a lieu, sont les suivantes :

1. The number of shareholders of the Corporation, exclusive of persons in its employment and exclusive of persons who, having been formerly in the employment of the Corporation, were, while in that employment to be, shareholders of the Corporation is limited to not more than fifty, two or more persons who are the joint registered owners of one or more shares being counted for such purposes as one shareholder.

2. No shares in the capital of the Corporation shall be transferred unless such transfer has been approved by a resolution of the directors of the Corporation.

3. Any invitation to the public to subscribe for securities of the Corporation is prohibited.

10. Other provisions, (if any):
Autres dispositions, s'il y a lieu :

None

11. The statements required by subsection 178(2) of the *Business Corporations Act* are attached as Schedule "A".
Les déclarations exigées aux termes du paragraphe 178(2) de la *Loi sur les sociétés par actions* constituent l'annexe A.
12. A copy of the amalgamation agreement or directors' resolutions (as the case may be) is/are attached as Schedule "B".
Une copie de la convention de fusion ou les résolutions des administrateurs (selon le cas) constitue(nt) l'annexe B.

These articles are signed in duplicate.
Les présents statuts sont signés en double exemplaire.

Name and original signature of a director or authorized signing officer of each of the amalgamating corporations. Include the name of each corporation, the signatories name and description of office (e.g. president, secretary). Only a director or authorized signing officer can sign on behalf of the corporation. / Nom et signature originale d'un administrateur ou d'un signataire autorisé de chaque société qui fusionne. Indiquer la dénomination sociale de chaque société, le nom du signataire et sa fonction (p. ex. : président, secrétaire). Seul un administrateur ou un dirigeant habilité peut signer au nom de la société.

CaseWare International Inc.

Names of Corporations / Dénomination sociale des sociétés

By / Par



Dwight Wainman

President

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

GreenWare Environmental Systems Inc.

Names of Corporations / Dénomination sociale des sociétés

By / Par



Dwight Wainman

President

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

SCHEDULE "A"

IN THE MATTER OF the Amalgamation of CASEWARE INTERNATIONAL INC. and GREENWARE ENVIRONMENTAL SYSTEMS INC. pursuant to section 178(2) of the *Business Corporations Act* (Ontario)

STATEMENT OF DIRECTOR

The undersigned, MAUREEN NAUGHTON, a director of CASEWARE INTERNATIONAL INC., hereby states as follows:

1. There are reasonable grounds for believing that,
 - 1.1. each amalgamating corporation is and the amalgamated corporation will be able to pay its liabilities as they become due; and
 - 1.2. 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,
 - 2.1. no creditor will be prejudiced by the amalgamation; or
 - 2.2. adequate notice has been given to all known creditors of the amalgamating corporations;
3. The grounds upon which the objections of all creditors who have notified the corporation that they object to the amalgamation, setting forth with reasonable particularity the grounds for such objections, are either frivolous or vexatious; and
4. The corporation has given notice to each person who has, in the manner referred to in item 3, notified the corporation of an objection to the amalgamation, that,
 - 4.1. the grounds upon which the person's objection is based are considered to be frivolous or vexatious; and
 - 4.2. a creditor of a corporation who objects to an amalgamation has the status of a complainant under section 248, R.S.O. 1990, c. B.16, s. 178 (2).

DATED this 16th day of May, 2013

Signed, Sealed & Delivered in the Presence Of

Signature of Witness

Name of Witness

Simon Warren

Maureen Naughton vs
MAUREEN NAUGHTON
Maureen Naughton

IN THE MATTER OF the Amalgamation of CASEWARE INTERNATIONAL INC. and GREENWARE ENVIRONMENTAL SYSTEMS INC. pursuant to section 178(2) of the *Business Corporations Act* (Ontario)

STATEMENT OF DIRECTOR

The undersigned, MAUREEN NAUGHTON, a director of GREENWARE ENVIRONMENTAL SYSTEMS INC., hereby states as follows:

1. There are reasonable grounds for believing that,
 - 1.1. each amalgamating corporation is and the amalgamated corporation will be able to pay its liabilities as they become due; and
 - 1.2. 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,
 - 2.1. no creditor will be prejudiced by the amalgamation; or
 - 2.2. adequate notice has been given to all known creditors of the amalgamating corporations;
3. The grounds upon which the objections of all creditors who have notified the corporation that they object to the amalgamation, setting forth with reasonable particularity the grounds for such objections, are either frivolous or vexatious; and
4. The corporation has given notice to each person who has, in the manner referred to in item 3, notified the corporation of an objection to the amalgamation, that,
 - 4.1. the grounds upon which the person's objection is based are considered to be frivolous or vexatious; and
 - 4.2. a creditor of a corporation who objects to an amalgamation has the status of a complainant under section 248, R.S.O. 1990, c. B.16, s. 178 (2).

DATED this 16th day of May, 2013

Signed, Sealed & Delivered in the
Presence Of

Signature of Witness

Name of Witness

SIMON WARREN

MAUREEN NAUGHTON vs

SCHEDULE "B"

RESOLUTION OF THE BOARD OF DIRECTORS OF
GREENWARE ENVIRONMENTAL SYSTEMS INC.
(the "Corporation")

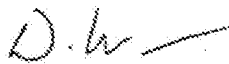
WHEREAS it is desirable that the Corporation and its holding corporation, CaseWare International Inc., amalgamate and continue as one corporation effective on the date articles of amendment are filed;

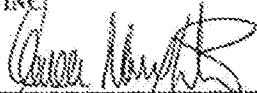
NOW THEREFORE BE IT RESOLVED THAT:

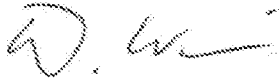
1. the Corporation and CaseWare International Inc. amalgamate and continue as one corporation pursuant to the provisions of section 177 of the *Business Corporations Act* (Ontario);
2. as of the time of amalgamation, the shares of the Corporation be cancelled without any repayment of capital in respect thereof;
3. the by-laws of the corporation resulting from the amalgamation be the same as the by-laws of CaseWare International Inc.;
4. the articles of the corporation resulting from the amalgamation be the same as the articles of CaseWare International Inc.;
5. no securities shall be issued and no assets shall be distributed by the amalgamated corporation in connection with the amalgamation;
6. the President of the Corporation be and hereby is authorised to:
 - 6.1. execute articles of amalgamation on behalf of the Corporation;
 - 6.2. determine in the exercise of an absolute discretion the time at which the amalgamation is to be effective;
 - 6.3. at any time before the endorsement of a certificate of amalgamation determine in the exercise of an absolute discretion not to proceed with the amalgamation.

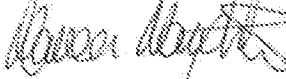
DATED the 11th day of May, 2013

The undersigned, being all of the directors of GREENWARE ENVIRONMENTAL SYSTEMS INC. hereby sign the preceding resolutions pursuant to the *Business Corporations Act* (Ontario) with the same force and effect as if they had been passed unanimously at a meeting duly called for the purpose of considering such resolutions and attended by all of the directors of GREENWARE ENVIRONMENTAL SYSTEMS INC.


D. W. [unclear]
[Redacted Name]


Maureen Saurblom
[Redacted Name]





RESOLUTION OF THE BOARD OF DIRECTORS OF
CASEWARE INTERNATIONAL INC.
(the "Corporation")

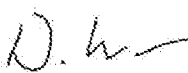
WHEREAS it is desirable that the Corporation and its wholly owned subsidiary, GreenWare Environmental Systems Inc., amalgamate and continue as one corporation effective on the date articles of amalgamation are filed;

NOW THEREFORE BE IT RESOLVED THAT:

1. the Corporation and GreenWare Environmental Systems Inc. amalgamate and continue as one corporation pursuant to the provisions of section 177 of the *Business Corporations Act* (Ontario);
2. as of the time of amalgamation, the shares of GreenWare Environmental Systems Inc. be cancelled without any repayment of capital in respect thereof;
3. the by-laws of the corporation resulting from the amalgamation be the same as the by-laws of the Corporation;
4. the articles of the corporation resulting from the amalgamation be the same as the articles of the Corporation;
5. no securities shall be issued and no assets shall be distributed by the amalgamated corporation in connection with the amalgamation;
6. the President of the Corporation be and hereby is authorized to:
 - 6.1. execute articles of amalgamation on behalf of the Corporation;
 - 6.2. determine in the exercise of an absolute discretion the time at which the amalgamation is to be effective;
 - 6.3. at any time before the endorsement of a certificate of amalgamation determine in the exercise of an absolute discretion not to proceed with the amalgamation.

DATED the 16th day of May, 2013

The undersigned, being all of the directors of CASEWARE INTERNATIONAL INC. hereby sign the preceding resolutions pursuant to the *Business Corporations Act* (Ontario) with the same force and effect as if they had been passed unanimously at a meeting duly called for the purpose of considering such resolutions and attended by all of the directors of CASEWARE INTERNATIONAL INC.


D. W.
Director, Chairman


Lauren Knight
Director, Chairman

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