

District of: Quebec
 Division No. 01 - Montréal
 Court No. 500-11-062052-234
 Estate No. 41-2917984

FORM 40
 Report of Trustee on Proposal
 (Section 59(1) and paragraph 58(d) of the Act)

We, C.S.Adjami Inc., the trustee acting in the proposal of My Intelligent Machines Inc., hereby report to the Court as follows:

1. That a proposal was filed with us on the 1st day of September 2023 and was filed with the official receiver on the same day. Subsequently, on September 8, 2023, the proposal was amended by the debtor prior to having been sent to the creditors. A copy of the amended proposal is attached and marked as Exhibit "A", and we filed a copy of the amended proposal with the official receiver on the 8th day of September 2023.
2. That on the 8th day of September 2023, we gave notice to the debtor, to the division office and to every known creditor affected by the amended proposal, whose names and addresses are shown in Exhibit "B" to this report, of the calling of a meeting of creditors to be held on the 21st day of September 2023 to consider the amended proposal.
3. That with the notice was included a condensed statement of the assets and liabilities of the debtor, a list of the creditors affected by the amended proposal who have claims of \$250 or more and showing the amounts of their claims, a copy of the amended proposal, a form of proof of claim and proxy in blank and a voting letter. Copies of the notice, the condensed statement and the list of creditors are attached and marked as Exhibit "C".
4. That prior to the meeting of creditors we made a detailed and careful inquiry into the liabilities of the debtor, the debtor's assets and their value, the debtor's conduct and the causes of the debtor's insolvency.
5. That the meeting of creditors was held on the 21st day of September 2023, and was presided over by Carl Adjami.
6. That the amended proposal was accepted by the required majority of creditors.
7. That a copy of the minutes of the meeting is attached and marked as Exhibit "D".
8. That we are of the opinion that:
 - (a) the assets of the debtor and their fair realizable value are as follows:

Property Name	Estimated \$	Realizable \$
Other - Accounts Receivable	0.00	0.00
Other - Accrued SRED credits (YE 2022)	0.00	0.00
Other - Accrued SRED credits (YE 2023)	805,000.00	0.00
Other - GST/QST accrued receivable	50,000.00	1,248.25
Other - Intellectual property assets and rights	1.00	1.00
Total Property Value:	855,001.00	1,249.25

- (b) the liabilities of the debtor are as follows:

Creditor Name	Secured \$		Preferred \$		Unsecured \$	
	SOA	Discrepancies	SOA	Discrepancies	SOA	Discrepancies
11517848 Canada Inc.	3,333.00	3,333.00	0.00	0.00	0.00	0.00

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Creditor Name	Secured \$		Preferred \$		Unsecured \$	
	SOA	Discrepancies	SOA	Discrepancies	SOA	Discrepancies
4494946 Canada Inc.	10,000.00	10,000.00	0.00	0.00	0.00	0.00
8926336 Canada Inc.	833.00	833.00	0.00	0.00	0.00	0.00
9069-3284 Quebec Inc.	4,762.00	4,762.00	0.00	0.00	0.00	0.00
9338-6977 Quebec Inc.,	2,192.00	2,192.00	0.00	0.00	0.00	0.00
9424-4902 Quebec Inc.	5,000.00	5,000.00	0.00	0.00	0.00	0.00
Abdoulaye Banire Diallo	1,667.00	1,667.00	0.00	0.00	0.00	0.00
Agence du revenu du Québec	0.00	0.00	0.00	0.00	1.00	1.00
Ahmed Halioui	0.00	0.00	0.00	0.00	0.00	0.00
Anges Quebec Capital SEC	81,577.00	81,577.00	0.00	0.00	0.00	0.00
Annalie Sabri	0.00	0.00	0.00	0.00	5,968.00	0.00
Audrey Lemaçon	0.00	0.00	0.00	0.00	10,237.00	0.00
Aurélien Albouy	0.00	0.00	0.00	0.00	0.00	0.00
BDO Canada SRL	0.00	0.00	0.00	0.00	34,492.00	34,492.00
Biova Conseil	0.00	0.00	0.00	0.00	35,469.79	35,469.79
Blain, Joyal, Charbonneau SENCRL	0.00	0.00	0.00	0.00	6,654.75	6,654.75
Broader Context Investments LP	26,679.00	26,679.00	0.00	0.00	0.00	0.00
Caisse Desjardins des Technologies	0.00	0.00	0.00	0.00	80,984.19	40,984.19
Capital Regional et Cooperatif Desjardins	250,000.00	250,000.00	0.00	0.00	0.00	0.00
Centre Hospitalier de l'universite de Montreal	0.00	0.00	0.00	0.00	1.00	1.00
Chantal Laberge	2,500.00	2,500.00	0.00	0.00	0.00	0.00
Chloé Stevovitch	0.00	0.00	0.00	0.00	0.00	0.00
Christopher Steel	2,000.00	2,000.00	0.00	0.00	20,205.71	20,205.71
Claudette Rousseau	0.00	0.00	0.00	0.00	5,518.80	0.00
CNESST	0.00	0.00	0.00	0.00	1.00	1.00
CNESST - Division generale des affaires juridiques	0.00	0.00	0.00	0.00	1.00	1.00
Consortium MEDTEQ	50,000.00	50,000.00	0.00	0.00	0.00	0.00

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Creditor Name	Secured \$		Preferred \$		Unsecured \$	
	SOA	Discrepancies	SOA	Discrepancies	SOA	Discrepancies
CRA - GST/HST - Shawinigan-Sud	0.00	0.00	0.00	0.00	1.00	1.00
Dara Elebute	0.00	0.00	0.00	0.00	7,457.00	7,457.00
Datadog Inc	0.00	0.00	0.00	0.00	2,495.77	2,495.77
Estruxture Data Centers	0.00	0.00	0.00	0.00	3,925.05	3,925.05
Fasken Martineau - Montréal	0.00	0.00	0.00	0.00	97.73	97.73
Florian Martinez	0.00	0.00	0.00	0.00	2,619.00	0.00
Frédéric Beaudet	0.00	0.00	0.00	0.00	4,594.00	0.00
Gestion Jean-Marc Rousseau	5,000.00	5,000.00	0.00	0.00	0.00	0.00
Graham Cromar	0.00	0.00	0.00	0.00	21,783.00	0.00
Groupe Roski Inc.	2,167.00	2,167.00	0.00	0.00	0.00	0.00
Hossein Mohammadhassanzadeh	0.00	0.00	0.00	0.00	1,523.00	0.00
Institut de Recherches Internationales Servier	0.00	0.00	0.00	0.00	1.00	1.00
Investissement Quebec (partenariat)	0.00	0.00	0.00	0.00	156,804.00	0.00
Jean-Francois Gagnon	0.00	0.00	0.00	0.00	2,295.00	2,295.00
Jean-Raphaël Frydman	0.00	0.00	0.00	0.00	0.00	0.00
Jean-Sebastien Bejeau	0.00	0.00	0.00	0.00	1,092.00	0.00
Jeremy Goussé	0.00	0.00	0.00	0.00	24,129.00	0.00
Johann Prince	0.00	0.00	0.00	0.00	1,661.39	1,661.39
Julie Langlois	2,000.00	2,000.00	0.00	0.00	4,003.95	4,003.95
Kesho (Amaury Lavoine)	0.00	0.00	0.00	0.00	1,195.74	0.00
Life Map Sciences	0.00	0.00	0.00	0.00	12,500.00	12,500.00
Luis Da Costa	0.00	0.00	0.00	0.00	0.00	0.00
Maxime Jacques	0.00	0.00	0.00	0.00	0.00	0.00
McGill University Health Centre	0.00	0.00	0.00	0.00	80,944.00	80,944.00
Micheline Ayoub	0.00	0.00	0.00	0.00	29,411.00	0.00
Mickael Camus	3,333.00	3,333.00	0.00	0.00	0.00	0.00

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Creditor Name	Secured \$		Preferred \$		Unsecured \$	
	SOA	Discrepancies	SOA	Discrepancies	SOA	Discrepancies
Microsoft Canada	0.00	0.00	0.00	0.00	66,182.00	66,182.00
Mintz	0.00	0.00	0.00	0.00	260.30	260.30
Mondher Khdhiri	632.75	632.75	0.00	0.00	0.00	0.00
Navjot KaurBians	0.00	0.00	0.00	0.00	10,671.00	10,671.00
Osler	0.00	0.00	0.00	0.00	22,279.74	0.00
Patrick du Boucher-Ryan	0.00	0.00	0.00	0.00	20,662.00	0.00
Pause Menage (9403-1424 Quebec Inc.)	0.00	0.00	0.00	0.00	367.92	367.92
Placements Bond Inc.	5,000.00	5,000.00	0.00	0.00	0.00	0.00
PME MTL Centre Ville	221,639.00	221,639.00	0.00	0.00	0.00	-130,684.00
Puzzlewood Communications	0.00	0.00	0.00	0.00	8,400.00	0.00
R&D Capital inc.	386,000.00	386,000.00	0.00	0.00	0.00	0.00
Ramatoulaye Bah	0.00	0.00	0.00	0.00	7,555.00	0.00
S&E Cloud Experts	0.00	0.00	0.00	0.00	3,107.43	3,107.43
Sandrine Soeharjono	0.00	0.00	0.00	0.00	10,489.00	0.00
Sarah Jenna	3,333.00	3,333.00	0.00	0.00	0.00	0.00
Sarah Perez	0.00	0.00	0.00	0.00	10,103.00	10,103.00
Sébastien Renaut	0.00	0.00	0.00	0.00	12,982.00	0.00
Service Canada (PPS)	42,119.00	42,119.00	0.00	0.00	121,508.00	121,508.00
Sir Mortimer B. Davis Jewish General Hospital	0.00	0.00	0.00	0.00	13,064.00	13,064.00
Societe en Commandite Groupe des Capitaux 4200 boul. St-Laurent	0.00	0.00	0.00	0.00	33,714.00	33,714.00
Soufien Benramdhane	2,000.00	2,000.00	0.00	0.00	23,367.00	6,279.00
StandUp Ventures LP	70,000.00	70,000.00	0.00	0.00	0.00	0.00
Telus Health Care Centres	0.00	0.00	0.00	0.00	5,653.31	5,653.31
Thiffault Plouffe Vincent CPA Inc.	0.00	0.00	0.00	0.00	25,028.00	0.00
Tony Tanon	0.00	0.00	0.00	0.00	15,277.00	0.00
Universite de Montreal	0.00	0.00	0.00	0.00	1.00	1.00

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Creditor Name	Secured \$		Preferred \$		Unsecured \$	
	SOA	Discrepancies	SOA	Discrepancies	SOA	Discrepancies
Université du Québec à Montréal	0.00	0.00	0.00	0.00	12,000.00	12,000.00
Universite Laval	0.00	0.00	0.00	0.00	15,000.00	15,000.00
Yasmine Draceni	0.00	0.00	0.00	0.00	6,532.00	0.00
Total :	1,183,766.75	1,183,766.75	0.00	0.00	1,002,270.57	420,419.29

9. That we are also of the opinion that:

(a) the causes of the insolvency of the debtor are as follows:

The company's investors decided to cease supporting the company. Without any of the expected funding, the company was unable to continue its commercialization efforts for its proprietary software solutions.

(b) the conduct of the debtor is subject to censure in the following respects: N/A

(c) the following facts, mentioned in section 173 of the Act, may be proved against the debtor: N/A

10. That we forwarded a copy of this report to the official receiver on this day.

Dated at the city of Montréal in the Province of Quebec, this 6th day of October 2023.

C.S.Adjami Inc. - Licensed Insolvency Trustee



3333 Graham - Suite 400
 Montréal QC H3R 3L5
 Phone: (514) 669-0072

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List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
11517848 Canada Inc.	3420 rue Broadway O. Montreal QC H4B 2A6		3,333.00
4494946 Canada Inc.	72, Rue Louis-Philippe - 1er Bromont QC J2L 2S4		10,000.00
8926336 Canada Inc.	52, Montee Krieghoff Shefford QC J2M 1Y4		833.00
9069-3284 Quebec Inc.	36 ch. du Pekan Orford QC J1X 6S5		4,762.00
9338-6977 Quebec Inc.,	618, rue du Cotes-du-Rhone Rosemere QC J7A 4N5		2,192.00
9424-4902 Quebec Inc.	7310 Churchill Verdun QC H4H 2L 1		5,000.00
Abdoulaye Banire Diallo	205 Lavoie Longueuil QC J4G 2R2		1,667.00
Anges Quebec Capital SEC	12350-3 Place Ville-Marie Montreal QC H3B 0E7		81,577.00
Annalie Sabri	356, rue Louis-Truchon Terrebonne QC J6V1P9		5,968.00
Audrey Lemaçon	1-959, rue Bourdage Québec QC G1M 3K5		10,237.00
BDO Canada SRL	1000 rue de la Gauchetiere - bureau 200 Montreal QC H3B 4W5		34,492.00
Biova Conseil	3420 West Broadway Montreal QC H4B 2A6		35,469.79
Blain, Joyal, Charbonneau SENCRL	1410, rue principale - Bureau 104 Sainte-Julie QC J3E 1R6		6,654.75
Broader Context Investments LP	700-715 rue de Square Victoria Montreal QC H2Y 3Y9		26,679.00
Caisse Desjardins des Technologies	340-1050, cote du Beaver Hall Montreal QC H2Z 0A5		80,984.19
Capital Regional et Cooperatif Desjardins	2, Complexe Desjardins, Bureau 1717, CP 760 - Succ. Desjardins Montreal QC H5B 1B8		250,000.00
Chantal Laberge	2005, Sommet Trinité Saint-Bruno de Montarville Quebec J3V 6E3		2,500.00
Christopher Steel	1-5 3E Av Verdun QC H4G 2X1		22,205.71
Claudette Rousseau	404-2910 Ontario Est Montreal QC H2K 0A8		5,518.80

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EXHIBIT B

FORM 40
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List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Consortium MEDTEQ	740, rue Notre Dame Ouest, Bureau 1515-A Montreal QC H3C 3X6		50,000.00
Dara Elebute	2200 rue des Carrières, apt 14 Montreal QC H2G 1X3		7,457.00
Datadog Inc	620 8th Ave FL 45 New York NY 10018		2,495.77
Estruxture Data Centers	7001 rue St-Jacques Montreal QC H4B 3A2		3,925.05
Florian Martinez	407-570 avenue Létourneux Montréal QC H1V 2L9		2,619.00
Frédéric Beaudet	675, rue Osborne Montreal QC H4H 1X3		4,594.00
Gestion Jean-Marc Rousseau	604-4517 av. de l'Hotel de Ville Montreal QC H2T 2A8		5,000.00
Graham Cromar	99 Pinewood Avenue York ON M6C 2V2		21,783.00
Groupe Roski Inc.	130, rue de l'Eglise Roxton Falls QC J0H 1E0		2,167.00
Hossein Mohammadhassanzadeh	5-8015 Rue de Londres Brossard QC J4Y 0K5		1,523.00
Investissement Quebec (partenariat) Touria Jamal	413 rue Saint-Jacques, Bureau 500 Montreal QC H2Y 1N9		156,804.00
Jean-Francois Gagnon	7-8350 rue de Londres Brossard QC J4Y 0N1		2,295.00
Jean-Sebastien Bejeau	804-1110, boul Rene-Levesque E Montreal QC H2L 0E1		1,092.00
Jeremy Goussé	4603A, Franchère Montreal QC H2H 2L6		24,129.00
Johann Prince	1001, Boul. du Lac - Unité 101 Lac-Beauport QC G3B 2M7		1,661.39
Julie Langlois	11470, av Elie-Blanchard Montreal QC H4J 1R2		6,003.95
Kesho (Amaury Lavoine)	126 Mayer Street Limoges ON K0A 2M0		1,195.74
Life Map Sciences	340 S. Lemon Ave - #6366 Walnut CA 91789 USA		12,500.00
McGill University Health Centre	2155 Guy Street - Suite 500 Montreal QC H3H 2R9		80,944.00

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List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Micheline Ayoub	42, rue Watterson Baie D'urfé QC H9X 3C6		29,411.00
Mickael Camus	4300 rue Saint-Ambroise # 517 Montreal QC H4C 3R3		3,333.00
Microsoft Canada	4400-81 Bay Street Toronto ON M5J 0E7		66,182.00
Mintz	PO Box 15860, Station A Toronto ON M5W 1C1		260.30
Mondher Khdhiri	286, 4ème rue Laval QC H7N 2A7		632.75
Navjot KaurBians	1-192 Somerset St Ottawa ON K2P 0J4		10,671.00
Osler	1000 rue de la Gauchetière Ouest - Bureau 2100 Montreal QC H3B 4W5		22,279.74
Patrick du Boucher-Ryan	1023 Montée Girouard Saint-Jérôme QC J5L 1N6		20,662.00
Pause Menage (9403-1424 Quebec Inc.)	CP 83544 BP Garnier Montreal QC H2J 4E9		367.92
Placements Bond Inc.	500, rue Morrier Acton Vale QC J0H 1A0		5,000.00
PME MTL Centre Ville	630Sherbrooke Ouest - Suite 700 Montreal QC H3A 1E4		221,639.00
Puzzlewood Communications	17-728 14th Street West North Vancouver BC V7M 0A8		8,400.00
R&D Capital inc.	1220-555 boul René-Lévesque O Montréal QC H2Z 1B1		386,000.00
Ramatoulaye Bah	205, rue Lavoie Longueuil QC J4G 2R2		7,555.00
S&E Cloud Experts	209-225 Roy Est Montreal QC H2W 1M5		3,107.43
Sandrine Soeharjono	607-10 Rosemount Avenue Westmount QC H3Y 3K4		10,489.00
Sarah Jenna	5229 Cartier Montreal QC H2H 1X6		3,333.00
Sarah Perez	1630 Holy Cross Montreal QC H4E 1A1		10,103.00
Sébastien Renaut	67, 6E rue Laval QC H7N 1Y1		12,982.00

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List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Service Canada (PPS)	AR Finance 1st floor 4900 Yonge St North York ON M2N 6A8		163,627.00
Sir Mortimer B. Davis Jewish General Hospital	3755 Cote-Ste-Catherine Road - room F-17 Montreal QC H3T 1E2		13,064.00
Societe en Commandite Groupe des Capitaux 4200 boul. St-Laurent	4200 boul, St-Laurent Bureau 1140 Montreal QC H2W 2R2		33,714.00
Soufien Benramdhane	4811, rue Sainte-Emilie Montreal QC H4C 2B5		25,367.00
StandUp Ventures LP	MaRS CentreSouth Tower, 101 College Street, Suite 125 Toronto ON M5G 1L7		70,000.00
Telus Health Care Centres	6100 avenue du Bois - Suite 204 Montreal QC H3S 2W1		5,653.31
Thiffault Plouffe Vincent CPA Inc.	615 boul. Rene Levesque O - Bureau 460 Montreal QC H3B 1P5		25,028.00
Tony Tanon	5-3625, rue Hochelaga Montreal QC H1W 1H9		15,277.00
Université du Québec à Montréal Service des affaires juridiques	Pavillon Athanase-David Bureau D-4560 1430, rue Saint-Denis Montreal QC H2X 3J8		12,000.00
Universite Laval	Service des finances - Pavillon Jean-Charles Bonenfant 2345 Allee des bibliotheques - Local 3560 Quebec QC G1V 0A6		15,000.00
Yasmine Draceni	17-5825 ch de la Cote-Saint-Luc Hampstead QC H3X 2G2		6,532.00
Total			2,185,932.59

Exhibit A

**CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL**

SUPERIOR COURT
(Commercial Division)

(Sitting as a court designated pursuant to the
Bankruptcy and Insolvency Act, RSC 1985, c B-3)

No.: 500-11-062052-234

**IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF:**

MY INTELLIGENT MACHINES INC.

Debtor / Petitioner

-and-

C.S. ADJAMI INC.

Trustee

AMENDED PROPOSAL

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

For all purposes relating to the present Proposal, the following terms shall have the following meanings:

“Bankruptcy Proceeding” means any deemed assignment into bankruptcy pursuant to section 57 of the BIA and all estate liquidation and administration proceedings related thereto.

“Bankruptcy Scenario” means an immediate liquidation of MIMS’ remaining assets and distribution of proceeds of realization in a Bankruptcy Proceeding.

“Basket Amount” has the meaning ascribed to it in Article 2.4 of this Proposal.

“BIA” means the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended.

“Business Day” means any day except Saturday, Sunday or any day on which banks are generally not open for business in Montréal, Québec.

“Claim” means any right of any Person against MIMS in connection with any indebtedness, liability or obligation of any nature whatsoever, including, without limitation,

claims that are liquidated, unliquidated, fixed, contingent, matured, unmatured, legal, equitable, present, future, known, unknown, disputed, undisputed or whether by guarantee, by surety, by subrogation or otherwise incurred and whether or not such a right is executory in nature, incurred or arising or related to the period prior to the Filing Date, or based in whole or in part on facts, contracts or arrangements which occurred or existed prior to the Filing Date, including, for greater certainty, any right of any Person against MIMS arising pursuant to sections 65.11 or 65.2 of the BIA. For greater certainty, a Claim does not include a Post-Filing Claim.

“**Court**” means the Superior Court of Québec.

“**Creditors**” means the holders of Claims.

“**Creditors’ Meeting**” means the meeting of Creditors to be held for the purpose of considering and voting upon this Proposal, and any adjournment(s) of such meeting.

“**Creditors’ Meeting Date**” means such date and time as may be set by the Proposal Trustee, but in any event no later than 21 days following the filing of this Proposal with the Official Receiver.

“**Crown Priority Claims**” means all amounts owing to Canada Revenue Agency that could be subject to a demand under subsection 224(1.2) of the *Income Tax Act*, RSC 1985, c 1 (5th Supp) or under any substantially similar provision of provincial legislation as at the Filing Date.

“**Crown Priority Creditors**” means the holders of Crown Priority Claims.

“**D&O Claim**” means the right of any Person against one or more of the Directors or Officers howsoever arising, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, including any right of contribution or indemnity, for which any Director or Officer is alleged to be, by statute or otherwise, liable to pay in his or her capacity as a Director or Officer.

“**Directors**” means all current and former directors (or their estates) of MIMS, in such capacity, and “**Director**” means any one of them.

“**Disputed Claim**” means any Claim or D&O Claim which has been received by the Proposal Trustee in accordance with the terms of this Proposal and the BIA, but has not been accepted as proven in accordance with section 135 of the BIA or which is being disputed in whole or in part by the Proposal Trustee, or any other person entitled to do so and has not been resolved by agreement or by order of the Court.

“Disputed Creditor” means a Person holding a Disputed Claim to the extent of its Disputed Claim.

“Effective Date” has the meaning ascribed to it in Article 4.2 of this Proposal.

“Filing Date” means March 3, 2023.

“Inspectors” means the inspectors that are or may be appointed pursuant to section 56 of the BIA.

“Landlord Claims” means any and all Unsecured Claims in respect of or arising from a lease for immovable property or real property, excluding any Preferred Claims.

“MIMS” means My Intelligent Machines Inc.

“New License” has the meaning ascribed to it in Article 2.1 of this Proposal.

“NOI” has the meaning ascribed to it in Article 2.1 of this Proposal.

“Officers” means all current and former officers (or their estates) of MIMS, in such capacity, and **“Officer”** means any one of them.

“Official Receiver” means a federal government employee in the office of the Superintendent in Bankruptcy who, among other things, accepts and reviews documents that are filed in BIA proposals.

“Person” is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the liquidators, executors, administrators or other legal representatives of an individual in such capacity.

“Platform” has the meaning ascribed to it in Article 2.1 of this Proposal.

“Post-Filing Claim” means a claim arising in respect of goods supplied, services rendered or other consideration given to MIMS subsequent to the Filing Date.

“Preferred Claims” means that portion of a Claim that is accepted by the Proposal Trustee as entitling the Preferred Creditor to receive payment in priority to other Proven Creditors as provided in section 136 of the BIA.

“Preferred Creditors” means the holders of Preferred Claims.

“Professional Fees” means all proper fees, expenses, liabilities and obligations of MIMS or the Proposal Trustee and their legal fees, accounting fees and consulting fees arising out of the Proposal Proceedings and any claims therein, and includes, for greater certainty, any agents retained by MIMS or the Proposal Trustee.

“Proof of Claim” means the form to be delivered by the Creditors to the Proposal Trustee in accordance with the BIA.

“Proposal” means this Amended Proposal, as may be further varied, amended, modified or supplemented in accordance with the provisions hereof and the BIA.

“Proposal Approval Order” means an order of the Court, in form and substance satisfactory to MIMS and the Proposal Trustee, approving and sanctioning this Proposal in accordance with the provisions hereof and of the BIA.

“Proposal Proceedings” means the restructuring and liquidation sale proceedings commenced by MIMS pursuant to section 50.4 of the BIA on the Filing Date.

“Proposal Trustee” means C.S. Adjami Inc., in its capacity as proposal trustee of MIMS in the Proposal Proceedings.

“Proven Claim” means the amount or any portion of a Claim that is accepted as proven by the Proposal Trustee pursuant to section 135 of the BIA and determined for distribution purposes in accordance with the provisions of the BIA or any applicable orders from the Court.

“Proven Creditors” means the holders of Proven Claims.

“Related Persons” means “related persons” (as defined in section 4(2) of the BIA) to MIMS.

“Released D&O Claims” means all D&O Claims that are released pursuant to Article 8 of this Proposal.

“Released Parties” has the meaning ascribed to it in Article 8 of this Proposal.

“Required Majority” means a majority in number and two thirds in value of all Proven Claims of Creditors entitled to vote, who are present and voting at the Creditors’ Meeting (whether in person, by proxy or by voting letter) in accordance with the voting procedures established by this Proposal and the BIA.

“Secured Claims” means the Claims of any Secured Creditors, to the extent of the value of the security held by the Secured Creditors.

“Secured Creditors” means any “secured creditors” (as defined in section 2 of the BIA) of MIMS.

“SRED Credits” has the meaning ascribed to it in Article 2.1 of this Proposal.

“Superintendent’s Levy” has the meaning attributed to it in section 147 of the BIA and is payable to the Superintendent in Bankruptcy.

“Superintendent in Bankruptcy” has the meaning attributed to it in section 5 of the BIA.

“**Unsecured Claims**” has the meaning ascribed to it in Article 2.5(g) of this Proposal.

1.2 Date for Any Action

In the event that any date on which any action is required to be taken under this Proposal by any of the parties is not a Business Day, the action shall be required to be taken on the next day which is a Business Day.

1.3 Time

All times expressed in this Proposal are local time in Montréal, Québec, unless stipulated otherwise.

1.4 Section References

In this Proposal, a reference to section, clause or paragraph shall, unless otherwise stated, refer to a section, clause or paragraph of the Proposal.

1.5 Statutory References

Any reference in this Proposal to a statute includes all regulations made thereunder and all amendments to such statutes or regulations in force from time to time.

1.6 Monetary References

All references to currency and to “\$” are to Canadian dollars, unless otherwise indicated.

ARTICLE 2 PROPOSAL

2.1 Background to Proposal

On the Filing Date, MIMS filed a Notice of intention to file a proposal (“**NOI**”) under the BIA in order to, among other things, implement an alternative business plan whereby it would grant non-exclusive licenses to third parties for the use of the source code of its AI platform with applications in the fields of health sciences and medical/pharmaceutical research (the “**Platform**”) and its modification to support their various applications.

The Proposal Trustee was appointed as the Proposal Trustee for MIMS.

Since the Filing Date, MIMS:

- (a) has sent disclaimer notices under the BIA to a number of customers and partners, in order to terminate agreements under which it was unable to perform;
- (b) has executed a memorandum of understanding with *Plateforme d'innovation numérique et quantique* to have the Platform integrated into their infrastructure, allowing the potential commercialization of licenses pertaining to MIMS' source code, generating revenues from these sales; and

- (c) has entered into a non-exclusive license with a client for its source code (the “**New License**”) and does not expect to be in a position to continue non-exclusive licenses of its source code beyond the New License.

The time period for MIMS to file a proposal pursuant to the BIA and the stay of proceedings under MIMS’ NOI was extended by orders of the Court to September 3, 2023.

MIMS expects to recover the Scientific Research and Development tax credits for the fiscal year ending on March 31, 2023 (the “**SRED Credits**”) in the near future.

A Secured Creditor has accepted to forego its security for a portion of the SRED Credits, in order to allow MIMS to fund the Proposal Proceedings pursuant to the BIA (including the distribution of the Basket Amount, as defined below, if applicable) and therefore to perform its obligations under the New License, avoiding the Bankruptcy Scenario.

Following performance of its obligations under the New License, it is expected that the remaining assets of MIMS will be distributed to Secured Creditors in accordance with their Secured Claims. Should any remaining assets be available for distribution to Unsecured Creditors, they will be distributed in accordance with the Proposal.

An initial proposal was filed on September 1st, 2023, and is hereby amended by the present Proposal to reflect the increase of the Basket Amount, further to discussions with certain Secured Creditors.

2.2 Overview of Proposal

This Proposal is designed to allow MIMS to distribute a portion of the SRED Credits and any remaining assets after the performance of the New License (if any) in a manner that will result in Proven Creditors receiving a higher distribution on account of their Proven Claims than in a Bankruptcy Scenario.

2.3 Classes of Creditors

For the purposes of voting on the Proposal, only the Unsecured Creditors will be entitled to vote on the Proposal as a class.

2.4 Basket Amount

Within fifteen (15) days of receipt of the SRED Credits, MIMS shall remit to the Trustee an amount of \$50,000 (the “**Basket Amount**”).

2.5 Proposed Distributions

Subject to the terms and conditions set forth in this Proposal, and the payment of the Superintendent’s Levy (as applicable), the following payments will be made by MIMS:

- (a) Secured Claims: Secured Claims shall be paid in accordance with arrangements existing between MIMS and the Secured Creditors or as may be arranged between MIMS and the Secured Creditors, in priority to all Unsecured Claims.
- (b) Professional Fees: subject to Article 6.2 of this Proposal and the provisions of the BIA, the Professional Fees will be paid in full as they become due in priority to all Preferred Claims and Unsecured Claims.
- (c) Crown Priority Claims: all Crown Priority Claims that were outstanding as at the Filing Date, if any, shall be paid to in full to His Majesty the King in right of Canada or a province or territory, as applicable, within six (6) months after issuance of the Proposal Approval Order, or as may otherwise be arranged with the Crown.
- (d) Superintendent's Levy: the Superintendent's Levy shall be deducted and paid from all amounts payable to Unsecured Creditors.
- (e) Preferred Claims: any Preferred Claims, without interest, will be paid in full priority to the Unsecured Claims, in accordance with the BIA and the Proposal within six (6) months after issuance of the Proposal Approval Order, or as may otherwise be arranged with individual Preferred Creditors.
- (f) Post-Filing Claims: Post-Filing Claims will be paid in full by MIMS in the ordinary course of business, and on regular trade terms.
- (g) Unsecured Claims:

The Basket Amount shall be distributed to the holders of Proven Claims not otherwise addressed by this Article 2.5 ("**Unsecured Claims**") on a pro rata basis of the amounts remaining available from the Basket Amount relative to the aggregate value of the Proven Claims not otherwise addressed by this Article 2.5.

Any remaining assets of MIMS (if any) following the performance of the New License shall be distributed on a pro rata basis of amounts available relative to the aggregate value of the Proven Claims not otherwise addressed by this Article 2.5.

Under this Proposal, an Unsecured Creditor may not receive, in the aggregate, an amount greater than 50% of its Proven Claim.

2.6 Effect of Payment

Upon MIMS making the payment of the Basket Amount to the Trustee, MIMS, its successors and assigns, and its Directors shall be deemed to have fully satisfied the terms of this Proposal.

2.7 Timing of Distributions to Proven Creditors

The Proposal Trustee shall proceed with the distribution of the Basket Amount within forty-five (45) days following receipt of the Basket Amount from MIMS.

The Proposal Trustee shall proceed with the distribution from the remaining assets of MIMS following the performance of the New License within forty-five (45) days following receipt of such amounts from MIMS (if any).

The distributions shall be by cheque sent by prepaid ordinary mail to the last known address of each applicable Proven Creditor, or through such other method as the Proposal Trustee may deem appropriate.

2.8 Persons Affected

The Proposal provides for a full and final release and discharge of all Claims and Released D&O Claims and a settlement of Claims. The Proposal will become effective at 12:01 a.m. on the Effective Date in accordance with its terms and shall be binding on and enure to the benefit of MIMS and other Persons directly or indirectly named or referred to in or subject to the Proposal.

On the Effective Date in accordance with the terms of this Proposal and in accordance with the provisions of the Proposal Approval Order, the treatment of all Claims and Released D&O Claims shall be final and binding on MIMS, the Officers and Directors, all Creditors (and their respective heirs, liquidators, executors, administrators, legal and personal representatives, successors and assigns), and all Claims and Released D&O Claims shall be fully, finally, irrevocably and forever released, discharged, cancelled and barred, and MIMS and the Directors and Officers shall thereupon have no further obligation whatsoever in respect of the Claims and Released D&O Claims; provided that nothing herein releases MIMS or any other Person from their obligations to make distributions in the manner and to the extent provided for in the Proposal and provided further that such discharge and release of MIMS and the Directors and Officers shall be without prejudice to the right of a Creditor in respect of a Disputed Claim to prove such Disputed Claim in accordance with the BIA so that such Disputed Claim may become a Proven Claim.

ARTICLE 3 PROCESS, VALUATION OF CLAIMS, CLASSIFICATION OF CREDITORS AND RELATED MATTERS

3.1 Claims Process

In order to be eligible to vote at the Creditors' Meeting, each Creditor shall file a Proof of Claim with the Proposal Trustee in accordance with the applicable provisions of the BIA, and shall specify every Claim and every D&O Claim it asserts against MIMS and/ or the Directors and Officers, as applicable. Thereafter, pursuant to section 135 of the BIA, the Proposal Trustee shall examine every Proof of Claim and determine whether such Claims are Proven Claims or Disputed Claims, and whether such Claims are Crown Priority Claims, Preferred Claims or Secured Claims, as applicable.

In order to receive a distribution, a Creditor must submit a Proof of Claim prior to the time the Proposal Trustee distributes funds in accordance with the Proposal and the BIA.

3.2 Claims for Voting Purposes

Each Unsecured Creditor shall be entitled to a single vote valued at the amount of its Unsecured Claim. If the amount of a Disputed Claim is not finally determined prior to the date of the Creditors' Meeting, the Disputed Creditor shall be entitled to vote at the Creditors' Meeting on the portion of its Disputed Claim, if any, that has been accepted by the Trustee for voting purposes without prejudice to the rights of MIMS, the Proposal Trustee and the Disputed Creditor to have the quantum of any Disputed Claim finally determined for the purposes of receiving its share of the Basket Amount, if any, or for the purposes of determining whether this Proposal was approved by the Required Majority.

Without limiting the foregoing, Disputed Claims shall be tracked by the Proposal Trustee as if such claims were Proven Claims but Disputed Claims will not be considered for the purposes of determining the Required Majority. The Proposal Trustee will report to the Court on the impact on the Required Majority had the Disputed Claims constituted accepted claims for voting purposes.

3.3 Deemed Votes

Any Creditor, other than a Preferred Creditor, holding a Proven Claim which is to be paid in full hereunder shall be conclusively deemed to vote in favour of this Proposal, unless and until such Creditor votes against the Proposal in accordance herewith and with the BIA.

3.4 Repudiation of Contracts

The Claims of each Person resulting from or arising from the repudiation of any contract, arrangement, agreement or lease (other than leases of real property) to which MIMS is a party to shall be Unsecured Claims in this Proposal.

3.5 Post-filing Claims

Post-filing Claims shall be paid in full by MIMS in the ordinary course of business, and on regular trade terms.

3.6 Landlord Claims

A Landlord will be entitled to file a Proof of Claim for: (i) any unpaid amounts owing as at the Filing Date; and (ii) the actual loss resulting from the disclaimer or repudiation of any leases of real property. All Landlord Claims will be Unsecured Claims under this Proposal.

3.7 Disputed Claims

Any Creditor with a Disputed Claim shall not be entitled to receive any distribution hereunder with respect to such Disputed Claim unless and until such Claim becomes a Proven Claim. Distributions pursuant to Article 2.5 of this Proposal shall be made in respect of any Disputed Claim that is finally determined to be a Proven Claim.

3.8 D&O Claims

All Released D&O Claims shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred without consideration on the Effective Date. Any D&O Claim that is not a Released D&O Claim will not be compromised, released, discharged, cancelled and barred.

3.9 Class of Creditors

For the purpose of considering and voting upon and receiving distributions under this Proposal, there shall be one class of Unsecured Creditors.

3.10 Compensation and Set-Off

The law of compensation and set-off applies to all Claims.

3.11 Creditors' Meeting, Proxies and Voting Letters

The Creditors' Meeting will be held on the Creditors' Meeting Date at a location to be determined and provided to all known Creditors in accordance with the BIA.

Proxies, as provided for in the BIA, indicating a Person authorized to act on behalf of a Proven Creditor, may be submitted to the Proposal Trustee at, or any time prior to, the commencement of the vote on the Proposal at the Creditors' Meeting.

Voting letters, as provided for in the BIA, submitted to the Proposal Trustee prior to the Creditors' Meeting must indicate whether the Creditor wishes to cast its vote in favour of or against the Proposal. Voting letters that do not indicate either preference will be deemed to indicate a vote in favour of the Proposal.

Related Persons may vote against but not in favour of the Proposal.

Persons in attendance at the Creditors' Meeting who are eligible to vote shall cast their vote in the manner prescribed by the Proposal Trustee and the BIA. All votes will be recorded and tabulated by the Proposal Trustee, who may seek the assistance of the Court with respect to any dispute arising from or out of the tabulation of votes. For greater certainty, any Secured Creditors and Preferred Creditors shall not be entitled to vote the value of their Secured Claims and Preferred Claims, respectively.

A quorum shall be constituted for the Creditors' Meeting or any adjournment thereof if there is one Creditor, entitled to vote, present in person or by proxy or if one Creditor, entitled to vote, has submitted a voting letter in accordance with the provisions of the BIA and this Proposal. If the requisite quorum is not present at the Creditors' Meeting or if the Creditors' Meeting has to be postponed for any reason, then the Creditors' Meeting shall be adjourned by the Proposal Trustee to such date, time and place as determined by the Proposal Trustee.

3.12 Approval by Creditors

In order to be approved, the Proposal must receive the affirmative vote of the Required Majority.

3.13 Modification of the Proposal

Subject to the consent of the Proposal Trustee, at any time prior to the Creditors' Meeting or at any time prior to the date to which the Creditors' Meeting is adjourned, if it is adjourned, MIMS reserves the right to file any modification, amendment or supplement of and to the Proposal, by way of amended proposal, and file such amended proposal with the Official Receiver as soon as practical, in which case any such amended proposal or proposals shall, for all purposes, be and be deemed to be part of and incorporated into the Proposal.

At the Creditors' Meeting, the Proposal Trustee shall provide all Creditors in attendance with details of any modifications or amendments of and to the Proposal prior to the vote being taken to approve the Proposal. After the Creditors' Meeting (and both prior to and subsequent to the issuance of the Proposal Approval Order) and subject to the consent of the Proposal Trustee, MIMS may at any time and from time to time vary, amend, modify or supplement the Proposal if the Court determines that such variation, amendment, modification or supplement is of a minor, immaterial or technical nature or would not be materially prejudicial to the interest of any of the Creditors under the Proposal and is necessary in order to give effect to the substance of the Proposal or the Proposal Approval Order.

ARTICLE 4 CONDITIONS PRECEDENT TO THE IMPLEMENTATION OF THE PROPOSAL

4.1 Receipt of SRED Credits and Funding

This Proposal is conditional on (i) the receipt by MIMS of the SRED Credits, and (ii) the funding by MIMS of the Basket Amount.

4.2 Conditions Precedent to the Implementation of the Proposal

The implementation of the Proposal and distribution thereunder is subject to the satisfaction of the following conditions precedents:

- (a) The Proposal is approved by the Required Majority;
- (b) The Proposal Approval Order has been issued and has not been stayed and there is no outstanding appeal therefrom, or it is executory notwithstanding appeal; and
- (c) All other actions, documents and agreements necessary to implement the Proposal, including, without limitation, payment to the Proposal Trustee of the Basket Amount as required herein, shall have been effected and executed.

With respect to the Proposal Approval Order, if approval by the Required Majority is obtained, the Proposal Trustee shall file with the Court an application for the Proposal Approval Order no later than five Business Days following the Creditors' Meeting or such other date as the Court may order, which application shall be heard as soon as possible according to the procedure set out in section 58 of the BIA. Upon satisfaction or waiver of the conditions precedent set out in this ArticleArticle 4, the Proposal Trustee will file with the Court a certificate which states that all conditions precedent set out in this ArticleArticle 4 have been satisfied or waived. The date of filing of this certificate shall be deemed to be the "**Effective Date**".

ARTICLE 5 BINDING EFFECT

On the Effective Date, this Proposal will become effective and binding on and enure to the benefit of MIMS and all Creditors affected by this Proposal and all other Persons named or referred to in, or subject to, this Proposal, and their respective heirs, liquidators, executors, administrators and other legal representatives, successors and assigns. Without limiting the generality of the foregoing, on the Effective Date, all Creditors shall be deemed to have consented and agreed to all of the provisions of the Proposal in its entirety.

ARTICLE 6 PROPOSAL TRUSTEE, MONITORING AND ADMINISTRATIVE COSTS

6.1 Liability of Proposal Trustee

The Proposal Trustee is acting in its capacity as Proposal Trustee and not in its personal capacity and no officer, director, employee or agent of the Proposal Trustee shall incur any obligations or liabilities in connection with the Proposal or in connection with the business or liabilities of MIMS.

6.2 Fees of the Proposal Trustee

The Proposal Trustee's fees and disbursements, including, without limitation, the Proposal Trustee's legal costs, arising out of this Proposal and under the BIA shall be paid by MIMS as Professional Fees under this Proposal. The fees for the Proposal Trustee's services will be based on time spent by the Proposal Trustee and the various members of its staff at their respective billing rates plus any direct out of pocket expenses incurred. The Proposal Trustee's legal costs will be based on time spent by the Proposal Trustee's legal counsel and the various members of such legal counsel's staff at their respective billing rates plus any direct out of pocket expenses incurred. The Court shall review and approve the Proposal Trustee's fees and disbursements. The Proposal Trustee will be entitled to take regular interim fees upon Creditor, Inspector or Court approval.

ARTICLE 7 INSPECTORS

At the Creditors' Meeting, the Creditors will be entitled to appoint one or more, but not exceeding three, Inspectors, whose powers shall be as follows:

- (a) advising the Proposal Trustee in respect of such matters as may be referred to the Inspectors by the Proposal Trustee;
- (b) advising the Proposal Trustee concerning any dispute that may arise as to the validity of the Claims asserted in this Proposal;
- (c) exercising all powers given to the Inspectors of a bankrupt estate appointed pursuant to the provisions of the BIA; and
- (d) altering or extending the time for payments to be made pursuant to this Proposal, but not the total amount paid.

The Inspectors shall not have liability to the Creditors or MIMS for exercising any of the powers given to them under this Proposal or the BIA.

ARTICLE 8 RELEASES

On the Effective Date, (i) MIMS' employees and contractors, each Director and Officer of MIMS, and their respective heirs and assigns, and (ii) the Proposal Trustee, and (iii) each and every present and former shareholder, affiliate, subsidiary, director, officer, member, partner, employee, auditor, financial advisor, legal counsel and agent of any of the foregoing Persons (each of the Persons named in (i), (ii) or (iii) of this Article 8, in their capacity as such, being herein referred to individually as a "**Released Party**" and all referred to collectively as "**Released Parties**") shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, taxes, accounts, covenants, damages, judgments, orders, including for injunctive relief or specific performance and compliance orders, expenses, executions, encumbrances and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature, including claims for contribution or indemnity which any Creditor or other Person may be entitled to assert, including claims that are liquidated, unliquidated, fixed, contingent, matured, unmatured, legal, equitable, present, future, known, unknown, disputed, undisputed or whether by guarantee, by surety, by subrogation or otherwise incurred and whether or not such a right is executory in nature, based in whole or in part on any act, omission, transaction, duty, responsibility, indebtedness, liability, obligation, negligence, breach of fiduciary duty, dealing or other occurrence existing or taking place on or prior to the Effective Date that constitute or are in any way relating to, arising out of or in connection with any Claims, and any indemnification obligations with respect thereto, the business and affairs of MIMS whenever or however conducted, the administration and/or management of MIMS, the Proposal, or any document, instrument, matter or transaction involving MIMS taking place in connection with the Proposal, shall be deemed to be fully, finally, irrevocably and

forever waived, discharged, released, cancelled and barred as against the Released Parties, all to the fullest extent permitted by governing law; provided that nothing herein will waive, discharge, release, cancel or bar (a) the right to enforce MIMS' obligations under the Proposal, or (b) any D&O Claim that is not permitted to be released pursuant to section 50(14) of the BIA.

ARTICLE 9 GENERAL

9.1 Reviewable Transactions

The provisions of Sections 95 to 101.1, inclusively, of the BIA and any similar provision of any federal or provincial statute shall not apply to this Proposal. Without limiting the generality of the foregoing, on the Effective Date, Creditors shall be deemed to renounce and waive, with respect to MIMS and the Released Parties, any applicability of sections 95 to 101.1 of the BIA, of the paulian action described at sections 1631 and following of the Civil Code of Québec, and of all other recourses of a similar nature.

9.2 Paramountcy

From and after the Effective Date, any conflict between the covenants, warranties, representations, terms, conditions or obligations, expressed or implied, of any contract, hypothec, mortgage, security agreement, indenture, trust indenture, loan agreement, commitment letter, agreement for sale, by-laws of MIMS, lease or other agreement, whether written or oral, and any and all amendments or supplements thereto existing between any third party and MIMS as at the Effective Date will be deemed to be governed by the terms, conditions and provisions of the Proposal, which shall take precedence and priority.

9.3 Further Assurances

Each of the Persons named or referred to in, or subject to, this Proposal will execute and deliver all such documents and instruments and do all such actions and things as may be necessary or desirable to carry out the full intent and meaning of this Proposal and to give effect to the transactions contemplated herein.

9.4 Governing Law

This Proposal will be governed by and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein.

9.5 Language

This Proposal was drafted in English. In case of discrepancy, the English version shall prevail over any translation.

9.6 Report of the Proposal Trustee

The Proposal Trustee will prepare a report on the Proposal, which will be filed with the Official Receiver and the Court and distributed to Creditors pursuant to the BIA.

9.7 Annulment

If the Proposal is annulled by an order of the Court, all payments on account of Claims made pursuant to the terms of this Proposal will reduce the Claims of the applicable Creditors.

[SIGNATURE PAGE FOLLOWS]

S-1

Dated this 8th day of September, 2023.

MY INTELLIGENT MACHINES INC.

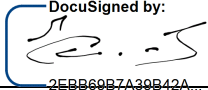
By:  _____
Name: Sarah Jenna
Title: President and Secretary

Exhibit B

Creditor Mailing List

Creditor Type	Name	Attention	Address
Director	Sarah Jenna		5229 rue Cartier Montreal QC H2H 1X6 sarah@mims.ai
Secured	11517848 Canada Inc.		3420 rue Broadway O. Montreal QC H4B 2A6 ptrem007@gmail.com
	4494946 Canada Inc.		72, Rue Louis-Philippe - Ier Bromont QC J2L 2S4 mallaire@kdc-one.com
	8926336 Canada Inc.		52, Montee Krieghoff Shefford QC J2M 1Y4 yves.charbonneau@roski.com
	9069-3284 Quebec Inc.		36 ch. du Pekan Orford QC J1X 6S5 robert_meunier@hotmail.com
	9338-6977 Quebec Inc.,		618, rue du Cotes-du-Rhone Rosemere QC J7A 4N5 epaquette@epdev.ca
	9424-4902 Quebec Inc.		7310 Churchill Verdun QC H4H 2L1 lnhamer@soljit.com
	Abdoulaye Banire Diallo		205 Lavoie Longueuil QC J4G 2R2 abd@mims.ai
	Anges Quebec Capital SEC		12350-3 Place Ville-Marie Montreal QC H3B 0E7 kalthoum@aqccapital.ca
	Broader Context Investments LP		700-715 rue de Square Victoria Montreal QC H2Y 3Y9 danielfeinglos@gmail.com
	Capital Regional et Cooperatif Desjardins		2, Complexe Desjardins, Bureau 1717, CP 760 - Succ. Desjardins Montreal QC H5B 1B8 annie.nguyen@desjardins.com
	Chantal Laberge		2005, Sommet Trinite Saint-Bruno de Montarville Quebec J3V 6E3 chantal@claberge.ca
	Christopher Steel		1-5 3E Av Verdun QC H4G 2X1 chris.steel@gmail.com
	Consortium MEDTEQ		740, rue Notre Dame Ouest, Bureau 1515-A Montreal QC H3C 3X6 joseph.bahous@medteq.ca
	Gestion Jean-Marc Rousseau		604-4517 av. de l'Hotel de Ville Montreal QC H2T 2A8 jean-marc@lesrousseau.com
	Groupe Roski Inc.		130, rue de l'Eglise Roxton Falls QC J0H 1E0 yves.charbonneau@roski.com
	Julie Langlois		11470, av Élie-Blanchard Montreal QC H4J 1R2 julanglois@hotmail.com
	Mickael Camus		4300 rue Saint-Ambroise # 517 Montreal QC H4C 3R3 mickael@mims.ai

Creditor Mailing List

Creditor Type	Name	Attention	Address
Secured	Mondher Khdhiri		286, 4 ^{ème} rue Laval QC H7N 2A7 mondherkhdhiri@outlook.fr
	Placements Bond Inc.		500, rue Morrier Acton Vale QC J0H 1A0 dbond1212@hotmail.com
	PME MTL Centre Ville		630Sherbrooke Ouest - Suite 700 Montreal QC H3A 1E4
	R&D Capital inc.		1220-555 boul René-Lévesque O Montréal QC H2Z 1B1 Fax: (514) 798-0403 info@rdcapital.ca
	Sarah Jenna		5229 Cartier Montreal QC H2H 1X6
	Service Canada (PPS)		AR Finance 1st floor 4900 Yonge St North York ON M2N 6A8
	Soufien Benramdhane		4811, rue Sainte-Émilie Montreal QC H4C 2B5 soufien.benramdhane@gmail.com
	StandUp Ventures LP		MaRS CentreSouth Tower, 101 College Street, Suite 125 Toronto ON M5G 1L7 michelle@standupvc.com
Unsecured	11517848 Canada Inc.		3420 rue Broadway O. Montreal QC H4B 2A6 ptrem007@gmail.com
	8926336 Canada Inc.		52, Montee Krieghoff Shefford QC J2M 1Y4 yves.charbonneau@roski.com
	Abdoulaye Banire Diallo		205 Lavoie Longueuil QC J4G 2R2 abd@mims.ai
	Agence du revenu du Québec	Direction régionale du recouvrement	Secteur R23CPF - 3 ^{ième} étage 1600 Rene-Lévesque Ouest Montréal QC H3H 2V2 Fax: (514) 285-3833
	Ahmed Halioui		411-1090, rue Bleury Montreal QC H2Z 0B7 ahlioui@gmail.com
	Annalie Sabri		356, rue Louis-Truchon Terrebonne QC J6V1P9 annalie15sabrilesma@gmail.com
	Audrey Lemaçon		1-959, rue Bourdage Québec QC G1M 3K5 lemacon.audrey@gmail.com
	Aurélien Albouy		21, ch Des Potentilles Saint-Anne-des-Lacs QC J0R 1B0 aurelien.albouy@gmail.com
	BDO Canada SRL		1000 rue de la Gauchetiere - bureau 200 Montreal QC H3B 4W5
	Biova Conseil		3420 West Broadway Montreal QC H4B 2A6
	Blain, Joyal, Charbonneau SENCRL		1410, rue principale - Bureau 104 Sainte-Julie QC J3E 1R6

Creditor Mailing List

Creditor Type	Name	Attention	Address
Unsecured	Caisse Desjardins des Technologies		340-1050, cote du Beaver Hall Montreal QC H2Z 0A5
	Centre Hospitalier de l'universite de Montreal		Adjointe au President Directeur General - pole d'innovation et d'intelligence artificielle Pavillon S, 850 rue Saint-Denis, 6eme etage Montreal QC H2X 0A9 kathy.malas.chum@ssss.gouv.qc.ca
	Chantal Laberge		2005, Sommet Trinite Saint-Bruno de Montarville Quebec J3V 6E3 chantal@claberge.ca
	Chloé Stevovitch		1-6295, rue Boyer Montreal QC H2S2J2 chloe.stevovitch@gmail.com
	Christopher Steel		1-5 3E Av Verdun QC H4G 2X1 chris.steel@gmail.com
	Claudette Rousseau		404-2910 Ontario Est Montreal QC H2K 0A8
	CNESST		1679 Chemin Gascon Terrebonne QC J6X 3Z6
	CNESST - Division generale des affaires juridiques		500 boul Rene Levesque Ouest Montreal QC H2Z 2A5
	Consortium MEDTEQ		740, rue Notre Dame Ouest, Bureau 1515-A Montreal QC H3C 3X6 joseph.bahous@medteq.ca
	CRA - GST/HST - Shawinigan-Sud	Quebec Insolvency Intake Centre	Shawinigan - Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-sud QC G9P 5H9 Fax: (800) 567-9325
	Dara Elebute		2200 rue des Carrières, apt 14 Montreal QC H2G 1X3 ideto12@gmail.com
	Datadog Inc		620 8th Ave FL 45 New York NY 10018
	Estruxture Data Centers		7001 rue St-Jacques Montreal QC H4B 3A2
	Fasken Martineau - Montréal		The Stock Exchange Tower PO Box 242 Suite 3700 800 Victoria Square Montréal QC H4Z 1E9 Fax: (514) 397-7600 montreal@fasken.com
	Florian Martinez		407-570 avenue Létourneux Montréal QC H1V 2L9 martinezflorian6513@gmail.com
	Frédéric Beaudet		675, rue Osborne Montreal QC H4H 1X3 fredericbeaudet@gmail.com

Creditor Mailing List

Creditor Type	Name	Attention	Address
Unsecured	Gestion Jean-Marc Rousseau		604-4517 av. de l'Hotel de Ville Montreal QC H2T 2A8 jean-marc@lesrousseau.com
	Graham Cromar		99 Pinewood Avenue York ON M6C 2V2 graham.cromar@gmail.com
	Groupe Roski Inc.		130, rue de l'Eglise Roxton Falls QC J0H 1E0 yves.charbonneau@roski.com
	Hossein Mohammadhassanzadeh		5-8015 Rue de Londres Brossard QC J4Y 0K5 hassanzade@gmail.com
	Institut de Recherches Internationales Servier		50, rue Carnot Suresnes Cedex 92284 France
	Investissement Quebec (partenariat)	Touria Jamal	413 rue Saint-Jacques, Bureau 500 Montreal QC H2Y 1N9 touria.jamal@invest-quebec.com
	Jean-Francois Gagnon		7-8350 rue de Londres Brossard QC J4Y 0N1
	Jean-Raphaël Frydman		5194, 4e avenue Montreal QC H1Y 2V3 jrfrydman@gmail.com
	Jean-Sebastien Bejeau		804-1110, boul Rene-Levesque E Montreal QC H2L 0E1 bejeau.js@gmail.com
	Jeremy Goussé		4603A, Franchère Montreal QC H2H 2L6 jeremy.gousse@protonmail.com
	Johann Prince		1001, Boul. du Lac - Unité 101 Lac-Beauport QC G3B 2M7
	Julie Langlois		11470, av Élie-Blanchard Montreal QC H4J 1R2 julanglois@hotmail.com
	Kesho (Amaury Lavoine)		126 Mayer Street Limoges ON K0A 2M0
	Life Map Sciences		340 S. Lemon Ave - #6366 Walnut CA 91789 USA
	Luis Da Costa		4207, rue Christophe-Colomb Montréal QC H2J 3G2 dacosta.le@gmail.com
	Maxime Jacques		41, rue Donck Laval QC H7N 4E5 maxyme@outlook.com
	McGill University Health Centre		2155 Guy Street - Suite 500 Montreal QC H3H 2R9
	Micheline Ayoub		42, rue Watterson Baie D'urfé QC H9X 3C6 micheline@chammas.ca
	Mickael Camus		4300 rue Saint-Ambroise # 517 Montreal QC H4C 3R3 mickael@mims.ai
	Microsoft Canada		4400-81 Bay Street Toronto ON M5J 0E7
Mintz		PO Box 15860, Station A Toronto ON M5W 1C1	
Navjot KaurBians		1-192 Somerset St Ottawa ON K2P 0J4 navjot.bians@gmail.com	

Creditor Mailing List

Creditor Type	Name	Attention	Address
Unsecured	Osler		1000 rue de la Gauchetiere Ouest - Bureau 2100 Montreal QC H3B 4W5
	Patrick du Boucher-Ryan		1023 Montée Girouard Saint-Jérôme QC J5L 1N6 patrick.duboucher@gmail.com
	Pause Menage (9403-1424 Quebec Inc.)		CP 83544 BP Garnier Montreal QC H2J 4E9
	Placements Bond Inc.		500, rue Morrier Acton Vale QC J0H 1A0 dbond1212@hotmail.com
	PME MTL Centre Ville		630Sherbrooke Ouest - Suite 700 Montreal QC H3A 1E4
	Puzzlewood Communications		17-728 14th Street West North Vancouver BC V7M 0A8
	Ramatoulaye Bah		205, rue Lavoie Longueuil QC J4G 2R2 ramatoulaye.bah@gmail.com
	S&E Cloud Experts		209-225 Roy Est Montreal QC H2W 1M5
	Sandrine Socharjono		607-10 Rosemount Avenue Westmount QC H3Y 3K4 sandrinesocharjono@hotmail.com
	Sarah Jenna		5229 Cartier Montreal QC H2H 1X6
	Sarah Perez		1630 Holy Cross Montreal QC H4E 1A1 karatezeus21@gmail.com
	Sébastien Renaut		67, 6E rue Laval QC H7N 1Y1 sebastien.renaut@gmail.com
	Service Canada (PPS)		AR Finance 1st floor 4900 Yonge St North York ON M2N 6A8
	Sir Mortimer B. Davis Jewish General Hospital		3755 Cote-Ste-Catherine Road - room F-17 Montreal QC H3T 1E2
	Societe en Commandite Groupe des Capitax 4200 boul. St-Laurent		4200 boul, St-Laurent Bureau 1140 Montreal QC H2W 2R2
	Soufien Benramdhane		4811, rue Sainte-Émilie Montreal QC H4C 2B5 soufien.benramdhane@gmail.com
	StandUp Ventures LP		MaRS CentreSouth Tower, 101 College Street, Suite 125 Toronto ON M5G 1L7 michelle@standupvc.com
	Telus Health Care Centres		6100 avenue du Bois - Suite 204 Montreal QC H3S 2W1
	Thiffault Plouffe Vincent CPA Inc.		615 boul. Rene Levesque O - Bureau 460 Montreal QC H3B 1P5
	Tony Tanon		5-3625, rue Hochelaga Montreal QC H1W 1H9 tony.tanon@gmail.com
	Universite de Montreal		3744 rue Jean-Brillant, Bureau 6320 Montreal QC H3T 1P1 rachel.charbonneau@umontreal.ca

Creditor Mailing List

Creditor Type	Name	Attention	Address
Unsecured	Université du Québec à Montréal	Service des affaires juridiques	Pavillon Athanase-David Bureau D-4560 1430, rue Saint-Denis Montreal QC H2X 3J8
	Universite Laval		Service des finances - Pavillon Jean-Charles Bonenfant 2345 Allee des bibliotheques - Local 3560 Quebec QC G1V 0A6
	Yasmine Draceni		17-5825 ch de la Cote-Saint-Luc Hampstead QC H3X 2G2 yasmine.draceni@gmail.com

Exhibit C

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

Division : 01 - Montréal
Court : 500-11-062052-234
Estate : 41-2917984

SUPERIOR COURT
(Commercial Division)

IN THE MATTER OF THE PROPOSAL OF:

MY INTELLIGENT MACHINES INC.

Debtor

- AND -

C.S. ADJAMI INC.

Licensed Insolvency Trustee

**NOTICE OF AMENDED PROPOSAL TO CREDITORS
and
NOTICE OF HEARING OF APPLICATION FOR COURT APPROVAL OF
AMENDED PROPOSAL
(Section 51 and Paragraph 58(b) of the *Bankruptcy and Insolvency Act*)**

Take notice that My Intelligent Machines Inc. of the City of Montreal in the Province of Québec has lodged with us an amended proposal (the “**Proposal**”) under the *Bankruptcy and Insolvency Act* (the “**BIA**”).

Enclosed are the following documents:

- Statement of Affairs (list of assets and of creditors);
- Report of the Trustee on the financial situation of the Debtor and on the Proposal;
- Proposal; and
- Proof of claim form, registration to the creditors’ meeting form, voting letter and proxy form.

A general meeting of the creditors will be held on September 21, 2023, at 10:00 a.m., by Teams meeting. In order to receive the meeting coordinates and to participate to said meeting, creditors must complete the enclosed registration to the creditors’ meeting form.

The creditors or any class of creditors qualified to vote at the meeting may by resolution accept the Proposal either as made or as altered or modified at the meeting. If so accepted and if approved by the Court, the Proposal is binding on all the creditors, or the class of creditors affected.

Take notice that, if the Proposal is accepted by the creditors, an application to approve the Proposal of My Intelligent Machines Inc will be made to the Superior Court of Québec - Montréal, and the hearing of the application will be held at 1, rue Notre-Dame E., Room 16.10, Montréal, QC, H2Y 1B6, on October 11, 2023, at 8:45 a.m. The coordinates to join said hearing of the application are as follows:

By Teams: by clicking on the link available at <http://www.tribunaux.qc.ca>: (“*Liens TEAMS pour rejoindre les salles du Palais de justice*”)

You must fill in your name and click on “Join now” (“*Rejoindre maintenant*”). To facilitate the process, we invite you to fill in your name as follows:

Lawyers: Me First name, Last name (Name of the party you represent)

Trustees: First name, Last name (Trustee)

Superintendent: First name, Last name (Superintendent)

Parties not represented by a lawyer: First name, Last name (specify: Plaintiff, Defendant, Petitioner, Respondent, Creditor, Opponent or Other)

For individuals attending a public hearing: the mention can be limited to: (public)

By telephone:

Canada, Québec (Charges may apply): +1 581-319-2194

Canada (Toll-free number): (833) 450-1741

Conference ID: 820 742 874#

By VTC videoconference: teams@teams.justice.gouv.qc.ca

Videoconference ID: 1193653703

In person: If and only if you do not have access to one of the above-mentioned technological means of connecting, you may then attend in room 16.10 of the Montreal Courthouse located at: 1, Notre-Dame Street East, Montréal, Québec.

Proofs of claim, proxies and voting letters intended to be used at the meeting must be lodged with us prior to the commencement of the meeting.

Please note that any voting letter that does not indicate a vote either in favour or against the Proposal, or an abstention, will be deemed to indicate a vote in favour of the Proposal, the whole pursuant to the terms of Article 3 of the Proposal. Furthermore, any creditor whose claim will be paid in full under the Proposal will be deemed to vote in favour of the Proposal, unless and until such creditor votes against the Proposal in accordance with its terms and with the BIA.

Dated at Montréal in the Province of Québec, September 8, 2023.

C.S. ADJAMI Inc.
Licensed Insolvency Trustee
Carl Adjami, CPA, CIRP, LIT
3333 Graham Boulevard, Mont-Royal,
Suite 400, Québec, H3R 3L5
T. 514 341 5511 #395
F: 514 342.0589
cadjami@csadjami.ca

**CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL**

Division : 01 - Montréal
Court : 500-11-062052-234
Estate : 41-2917984

SUPERIOR COURT
(Commercial Division)

IN THE MATTER OF THE PROPOSAL OF:

MY INTELLIGENT MACHINES INC.

Debtor

- AND -

C.S. ADJAMI INC.

Licensed Insolvency Trustee

REGISTRATION TO THE CREDITORS' MEETING

Name of the creditor:

Name of the creditor's representative:

Email address:

Phone number:

Signature:

Please note that to attend the creditors' meeting, you must send this form to the trustee by email to the following address: cadjami@csadjami.ca, no later than 5:00 p.m. (Montréal time) on September 18, 2023.

C.S. ADJAMI Inc.
Licensed Insolvency Trustee
Carl Adjami, CPA, CIRP, LIT
3333 Graham Boulevard, Mont-Royal,
Suite 400, Québec, H3R 3L5
T. 514 341 5511 #395
F: 514 342.0589
cadjami@csadjami.ca

**CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL**

SUPERIOR COURT
(Commercial Division)

(Sitting as a court designated pursuant to the
Bankruptcy and Insolvency Act, RSC 1985, c B-3)

No.: 500-11-062052-234

**IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF:**

MY INTELLIGENT MACHINES INC.

Debtor / Petitioner

-and-

C.S. ADJAMI INC.

Trustee

AMENDED PROPOSAL

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

For all purposes relating to the present Proposal, the following terms shall have the following meanings:

“Bankruptcy Proceeding” means any deemed assignment into bankruptcy pursuant to section 57 of the BIA and all estate liquidation and administration proceedings related thereto.

“Bankruptcy Scenario” means an immediate liquidation of MIMS’ remaining assets and distribution of proceeds of realization in a Bankruptcy Proceeding.

“Basket Amount” has the meaning ascribed to it in Article 2.4 of this Proposal.

“BIA” means the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended.

“Business Day” means any day except Saturday, Sunday or any day on which banks are generally not open for business in Montréal, Québec.

“Claim” means any right of any Person against MIMS in connection with any indebtedness, liability or obligation of any nature whatsoever, including, without limitation,

claims that are liquidated, unliquidated, fixed, contingent, matured, unmatured, legal, equitable, present, future, known, unknown, disputed, undisputed or whether by guarantee, by surety, by subrogation or otherwise incurred and whether or not such a right is executory in nature, incurred or arising or related to the period prior to the Filing Date, or based in whole or in part on facts, contracts or arrangements which occurred or existed prior to the Filing Date, including, for greater certainty, any right of any Person against MIMS arising pursuant to sections 65.11 or 65.2 of the BIA. For greater certainty, a Claim does not include a Post-Filing Claim.

“**Court**” means the Superior Court of Québec.

“**Creditors**” means the holders of Claims.

“**Creditors’ Meeting**” means the meeting of Creditors to be held for the purpose of considering and voting upon this Proposal, and any adjournment(s) of such meeting.

“**Creditors’ Meeting Date**” means such date and time as may be set by the Proposal Trustee, but in any event no later than 21 days following the filing of this Proposal with the Official Receiver.

“**Crown Priority Claims**” means all amounts owing to Canada Revenue Agency that could be subject to a demand under subsection 224(1.2) of the *Income Tax Act*, RSC 1985, c 1 (5th Supp) or under any substantially similar provision of provincial legislation as at the Filing Date.

“**Crown Priority Creditors**” means the holders of Crown Priority Claims.

“**D&O Claim**” means the right of any Person against one or more of the Directors or Officers howsoever arising, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, including any right of contribution or indemnity, for which any Director or Officer is alleged to be, by statute or otherwise, liable to pay in his or her capacity as a Director or Officer.

“**Directors**” means all current and former directors (or their estates) of MIMS, in such capacity, and “**Director**” means any one of them.

“**Disputed Claim**” means any Claim or D&O Claim which has been received by the Proposal Trustee in accordance with the terms of this Proposal and the BIA, but has not been accepted as proven in accordance with section 135 of the BIA or which is being disputed in whole or in part by the Proposal Trustee, or any other person entitled to do so and has not been resolved by agreement or by order of the Court.

“Disputed Creditor” means a Person holding a Disputed Claim to the extent of its Disputed Claim.

“Effective Date” has the meaning ascribed to it in Article 4.2 of this Proposal.

“Filing Date” means March 3, 2023.

“Inspectors” means the inspectors that are or may be appointed pursuant to section 56 of the BIA.

“Landlord Claims” means any and all Unsecured Claims in respect of or arising from a lease for immovable property or real property, excluding any Preferred Claims.

“MIMS” means My Intelligent Machines Inc.

“New License” has the meaning ascribed to it in Article 2.1 of this Proposal.

“NOI” has the meaning ascribed to it in Article 2.1 of this Proposal.

“Officers” means all current and former officers (or their estates) of MIMS, in such capacity, and **“Officer”** means any one of them.

“Official Receiver” means a federal government employee in the office of the Superintendent in Bankruptcy who, among other things, accepts and reviews documents that are filed in BIA proposals.

“Person” is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the liquidators, executors, administrators or other legal representatives of an individual in such capacity.

“Platform” has the meaning ascribed to it in Article 2.1 of this Proposal.

“Post-Filing Claim” means a claim arising in respect of goods supplied, services rendered or other consideration given to MIMS subsequent to the Filing Date.

“Preferred Claims” means that portion of a Claim that is accepted by the Proposal Trustee as entitling the Preferred Creditor to receive payment in priority to other Proven Creditors as provided in section 136 of the BIA.

“Preferred Creditors” means the holders of Preferred Claims.

“Professional Fees” means all proper fees, expenses, liabilities and obligations of MIMS or the Proposal Trustee and their legal fees, accounting fees and consulting fees arising out of the Proposal Proceedings and any claims therein, and includes, for greater certainty, any agents retained by MIMS or the Proposal Trustee.

“Proof of Claim” means the form to be delivered by the Creditors to the Proposal Trustee in accordance with the BIA.

“Proposal” means this Amended Proposal, as may be further varied, amended, modified or supplemented in accordance with the provisions hereof and the BIA.

“Proposal Approval Order” means an order of the Court, in form and substance satisfactory to MIMS and the Proposal Trustee, approving and sanctioning this Proposal in accordance with the provisions hereof and of the BIA.

“Proposal Proceedings” means the restructuring and liquidation sale proceedings commenced by MIMS pursuant to section 50.4 of the BIA on the Filing Date.

“Proposal Trustee” means C.S. Adjami Inc., in its capacity as proposal trustee of MIMS in the Proposal Proceedings.

“Proven Claim” means the amount or any portion of a Claim that is accepted as proven by the Proposal Trustee pursuant to section 135 of the BIA and determined for distribution purposes in accordance with the provisions of the BIA or any applicable orders from the Court.

“Proven Creditors” means the holders of Proven Claims.

“Related Persons” means “related persons” (as defined in section 4(2) of the BIA) to MIMS.

“Released D&O Claims” means all D&O Claims that are released pursuant to Article 8 of this Proposal.

“Released Parties” has the meaning ascribed to it in Article 8 of this Proposal.

“Required Majority” means a majority in number and two thirds in value of all Proven Claims of Creditors entitled to vote, who are present and voting at the Creditors’ Meeting (whether in person, by proxy or by voting letter) in accordance with the voting procedures established by this Proposal and the BIA.

“Secured Claims” means the Claims of any Secured Creditors, to the extent of the value of the security held by the Secured Creditors.

“Secured Creditors” means any “secured creditors” (as defined in section 2 of the BIA) of MIMS.

“SRED Credits” has the meaning ascribed to it in Article 2.1 of this Proposal.

“Superintendent’s Levy” has the meaning attributed to it in section 147 of the BIA and is payable to the Superintendent in Bankruptcy.

“Superintendent in Bankruptcy” has the meaning attributed to it in section 5 of the BIA.

“**Unsecured Claims**” has the meaning ascribed to it in Article 2.5(g) of this Proposal.

1.2 Date for Any Action

In the event that any date on which any action is required to be taken under this Proposal by any of the parties is not a Business Day, the action shall be required to be taken on the next day which is a Business Day.

1.3 Time

All times expressed in this Proposal are local time in Montréal, Québec, unless stipulated otherwise.

1.4 Section References

In this Proposal, a reference to section, clause or paragraph shall, unless otherwise stated, refer to a section, clause or paragraph of the Proposal.

1.5 Statutory References

Any reference in this Proposal to a statute includes all regulations made thereunder and all amendments to such statutes or regulations in force from time to time.

1.6 Monetary References

All references to currency and to “\$” are to Canadian dollars, unless otherwise indicated.

ARTICLE 2 PROPOSAL

2.1 Background to Proposal

On the Filing Date, MIMS filed a Notice of intention to file a proposal (“**NOI**”) under the BIA in order to, among other things, implement an alternative business plan whereby it would grant non-exclusive licenses to third parties for the use of the source code of its AI platform with applications in the fields of health sciences and medical/pharmaceutical research (the “**Platform**”) and its modification to support their various applications.

The Proposal Trustee was appointed as the Proposal Trustee for MIMS.

Since the Filing Date, MIMS:

- (a) has sent disclaimer notices under the BIA to a number of customers and partners, in order to terminate agreements under which it was unable to perform;
- (b) has executed a memorandum of understanding with *Plateforme d'innovation numérique et quantique* to have the Platform integrated into their infrastructure, allowing the potential commercialization of licenses pertaining to MIMS' source code, generating revenues from these sales; and

- (c) has entered into a non-exclusive license with a client for its source code (the “**New License**”) and does not expect to be in a position to continue non-exclusive licenses of its source code beyond the New License.

The time period for MIMS to file a proposal pursuant to the BIA and the stay of proceedings under MIMS’ NOI was extended by orders of the Court to September 3, 2023.

MIMS expects to recover the Scientific Research and Development tax credits for the fiscal year ending on March 31, 2023 (the “**SRED Credits**”) in the near future.

A Secured Creditor has accepted to forego its security for a portion of the SRED Credits, in order to allow MIMS to fund the Proposal Proceedings pursuant to the BIA (including the distribution of the Basket Amount, as defined below, if applicable) and therefore to perform its obligations under the New License, avoiding the Bankruptcy Scenario.

Following performance of its obligations under the New License, it is expected that the remaining assets of MIMS will be distributed to Secured Creditors in accordance with their Secured Claims. Should any remaining assets be available for distribution to Unsecured Creditors, they will be distributed in accordance with the Proposal.

An initial proposal was filed on September 1st, 2023, and is hereby amended by the present Proposal to reflect the increase of the Basket Amount, further to discussions with certain Secured Creditors.

2.2 Overview of Proposal

This Proposal is designed to allow MIMS to distribute a portion of the SRED Credits and any remaining assets after the performance of the New License (if any) in a manner that will result in Proven Creditors receiving a higher distribution on account of their Proven Claims than in a Bankruptcy Scenario.

2.3 Classes of Creditors

For the purposes of voting on the Proposal, only the Unsecured Creditors will be entitled to vote on the Proposal as a class.

2.4 Basket Amount

Within fifteen (15) days of receipt of the SRED Credits, MIMS shall remit to the Trustee an amount of \$50,000 (the “**Basket Amount**”).

2.5 Proposed Distributions

Subject to the terms and conditions set forth in this Proposal, and the payment of the Superintendent’s Levy (as applicable), the following payments will be made by MIMS:

- (a) Secured Claims: Secured Claims shall be paid in accordance with arrangements existing between MIMS and the Secured Creditors or as may be arranged between MIMS and the Secured Creditors, in priority to all Unsecured Claims.
- (b) Professional Fees: subject to Article 6.2 of this Proposal and the provisions of the BIA, the Professional Fees will be paid in full as they become due in priority to all Preferred Claims and Unsecured Claims.
- (c) Crown Priority Claims: all Crown Priority Claims that were outstanding as at the Filing Date, if any, shall be paid to in full to His Majesty the King in right of Canada or a province or territory, as applicable, within six (6) months after issuance of the Proposal Approval Order, or as may otherwise be arranged with the Crown.
- (d) Superintendent's Levy: the Superintendent's Levy shall be deducted and paid from all amounts payable to Unsecured Creditors.
- (e) Preferred Claims: any Preferred Claims, without interest, will be paid in full priority to the Unsecured Claims, in accordance with the BIA and the Proposal within six (6) months after issuance of the Proposal Approval Order, or as may otherwise be arranged with individual Preferred Creditors.
- (f) Post-Filing Claims: Post-Filing Claims will be paid in full by MIMS in the ordinary course of business, and on regular trade terms.
- (g) Unsecured Claims:

The Basket Amount shall be distributed to the holders of Proven Claims not otherwise addressed by this Article 2.5 ("**Unsecured Claims**") on a pro rata basis of the amounts remaining available from the Basket Amount relative to the aggregate value of the Proven Claims not otherwise addressed by this Article 2.5.

Any remaining assets of MIMS (if any) following the performance of the New License shall be distributed on a pro rata basis of amounts available relative to the aggregate value of the Proven Claims not otherwise addressed by this Article 2.5.

Under this Proposal, an Unsecured Creditor may not receive, in the aggregate, an amount greater than 50% of its Proven Claim.

2.6 Effect of Payment

Upon MIMS making the payment of the Basket Amount to the Trustee, MIMS, its successors and assigns, and its Directors shall be deemed to have fully satisfied the terms of this Proposal.

2.7 Timing of Distributions to Proven Creditors

The Proposal Trustee shall proceed with the distribution of the Basket Amount within forty-five (45) days following receipt of the Basket Amount from MIMS.

The Proposal Trustee shall proceed with the distribution from the remaining assets of MIMS following the performance of the New License within forty-five (45) days following receipt of such amounts from MIMS (if any).

The distributions shall be by cheque sent by prepaid ordinary mail to the last known address of each applicable Proven Creditor, or through such other method as the Proposal Trustee may deem appropriate.

2.8 Persons Affected

The Proposal provides for a full and final release and discharge of all Claims and Released D&O Claims and a settlement of Claims. The Proposal will become effective at 12:01 a.m. on the Effective Date in accordance with its terms and shall be binding on and enure to the benefit of MIMS and other Persons directly or indirectly named or referred to in or subject to the Proposal.

On the Effective Date in accordance with the terms of this Proposal and in accordance with the provisions of the Proposal Approval Order, the treatment of all Claims and Released D&O Claims shall be final and binding on MIMS, the Officers and Directors, all Creditors (and their respective heirs, liquidators, executors, administrators, legal and personal representatives, successors and assigns), and all Claims and Released D&O Claims shall be fully, finally, irrevocably and forever released, discharged, cancelled and barred, and MIMS and the Directors and Officers shall thereupon have no further obligation whatsoever in respect of the Claims and Released D&O Claims; provided that nothing herein releases MIMS or any other Person from their obligations to make distributions in the manner and to the extent provided for in the Proposal and provided further that such discharge and release of MIMS and the Directors and Officers shall be without prejudice to the right of a Creditor in respect of a Disputed Claim to prove such Disputed Claim in accordance with the BIA so that such Disputed Claim may become a Proven Claim.

ARTICLE 3 PROCESS, VALUATION OF CLAIMS, CLASSIFICATION OF CREDITORS AND RELATED MATTERS

3.1 Claims Process

In order to be eligible to vote at the Creditors' Meeting, each Creditor shall file a Proof of Claim with the Proposal Trustee in accordance with the applicable provisions of the BIA, and shall specify every Claim and every D&O Claim it asserts against MIMS and/ or the Directors and Officers, as applicable. Thereafter, pursuant to section 135 of the BIA, the Proposal Trustee shall examine every Proof of Claim and determine whether such Claims are Proven Claims or Disputed Claims, and whether such Claims are Crown Priority Claims, Preferred Claims or Secured Claims, as applicable.

In order to receive a distribution, a Creditor must submit a Proof of Claim prior to the time the Proposal Trustee distributes funds in accordance with the Proposal and the BIA.

3.2 Claims for Voting Purposes

Each Unsecured Creditor shall be entitled to a single vote valued at the amount of its Unsecured Claim. If the amount of a Disputed Claim is not finally determined prior to the date of the Creditors' Meeting, the Disputed Creditor shall be entitled to vote at the Creditors' Meeting on the portion of its Disputed Claim, if any, that has been accepted by the Trustee for voting purposes without prejudice to the rights of MIMS, the Proposal Trustee and the Disputed Creditor to have the quantum of any Disputed Claim finally determined for the purposes of receiving its share of the Basket Amount, if any, or for the purposes of determining whether this Proposal was approved by the Required Majority.

Without limiting the foregoing, Disputed Claims shall be tracked by the Proposal Trustee as if such claims were Proven Claims but Disputed Claims will not be considered for the purposes of determining the Required Majority. The Proposal Trustee will report to the Court on the impact on the Required Majority had the Disputed Claims constituted accepted claims for voting purposes.

3.3 Deemed Votes

Any Creditor, other than a Preferred Creditor, holding a Proven Claim which is to be paid in full hereunder shall be conclusively deemed to vote in favour of this Proposal, unless and until such Creditor votes against the Proposal in accordance herewith and with the BIA.

3.4 Repudiation of Contracts

The Claims of each Person resulting from or arising from the repudiation of any contract, arrangement, agreement or lease (other than leases of real property) to which MIMS is a party to shall be Unsecured Claims in this Proposal.

3.5 Post-filing Claims

Post-filing Claims shall be paid in full by MIMS in the ordinary course of business, and on regular trade terms.

3.6 Landlord Claims

A Landlord will be entitled to file a Proof of Claim for: (i) any unpaid amounts owing as at the Filing Date; and (ii) the actual loss resulting from the disclaimer or repudiation of any leases of real property. All Landlord Claims will be Unsecured Claims under this Proposal.

3.7 Disputed Claims

Any Creditor with a Disputed Claim shall not be entitled to receive any distribution hereunder with respect to such Disputed Claim unless and until such Claim becomes a Proven Claim. Distributions pursuant to Article 2.5 of this Proposal shall be made in respect of any Disputed Claim that is finally determined to be a Proven Claim.

3.8 D&O Claims

All Released D&O Claims shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred without consideration on the Effective Date. Any D&O Claim that is not a Released D&O Claim will not be compromised, released, discharged, cancelled and barred.

3.9 Class of Creditors

For the purpose of considering and voting upon and receiving distributions under this Proposal, there shall be one class of Unsecured Creditors.

3.10 Compensation and Set-Off

The law of compensation and set-off applies to all Claims.

3.11 Creditors' Meeting, Proxies and Voting Letters

The Creditors' Meeting will be held on the Creditors' Meeting Date at a location to be determined and provided to all known Creditors in accordance with the BIA.

Proxies, as provided for in the BIA, indicating a Person authorized to act on behalf of a Proven Creditor, may be submitted to the Proposal Trustee at, or any time prior to, the commencement of the vote on the Proposal at the Creditors' Meeting.

Voting letters, as provided for in the BIA, submitted to the Proposal Trustee prior to the Creditors' Meeting must indicate whether the Creditor wishes to cast its vote in favour of or against the Proposal. Voting letters that do not indicate either preference will be deemed to indicate a vote in favour of the Proposal.

Related Persons may vote against but not in favour of the Proposal.

Persons in attendance at the Creditors' Meeting who are eligible to vote shall cast their vote in the manner prescribed by the Proposal Trustee and the BIA. All votes will be recorded and tabulated by the Proposal Trustee, who may seek the assistance of the Court with respect to any dispute arising from or out of the tabulation of votes. For greater certainty, any Secured Creditors and Preferred Creditors shall not be entitled to vote the value of their Secured Claims and Preferred Claims, respectively.

A quorum shall be constituted for the Creditors' Meeting or any adjournment thereof if there is one Creditor, entitled to vote, present in person or by proxy or if one Creditor, entitled to vote, has submitted a voting letter in accordance with the provisions of the BIA and this Proposal. If the requisite quorum is not present at the Creditors' Meeting or if the Creditors' Meeting has to be postponed for any reason, then the Creditors' Meeting shall be adjourned by the Proposal Trustee to such date, time and place as determined by the Proposal Trustee.

3.12 Approval by Creditors

In order to be approved, the Proposal must receive the affirmative vote of the Required Majority.

3.13 Modification of the Proposal

Subject to the consent of the Proposal Trustee, at any time prior to the Creditors' Meeting or at any time prior to the date to which the Creditors' Meeting is adjourned, if it is adjourned, MIMS reserves the right to file any modification, amendment or supplement of and to the Proposal, by way of amended proposal, and file such amended proposal with the Official Receiver as soon as practical, in which case any such amended proposal or proposals shall, for all purposes, be and be deemed to be part of and incorporated into the Proposal.

At the Creditors' Meeting, the Proposal Trustee shall provide all Creditors in attendance with details of any modifications or amendments of and to the Proposal prior to the vote being taken to approve the Proposal. After the Creditors' Meeting (and both prior to and subsequent to the issuance of the Proposal Approval Order) and subject to the consent of the Proposal Trustee, MIMS may at any time and from time to time vary, amend, modify or supplement the Proposal if the Court determines that such variation, amendment, modification or supplement is of a minor, immaterial or technical nature or would not be materially prejudicial to the interest of any of the Creditors under the Proposal and is necessary in order to give effect to the substance of the Proposal or the Proposal Approval Order.

ARTICLE 4 CONDITIONS PRECEDENT TO THE IMPLEMENTATION OF THE PROPOSAL

4.1 Receipt of SRED Credits and Funding

This Proposal is conditional on (i) the receipt by MIMS of the SRED Credits, and (ii) the funding by MIMS of the Basket Amount.

4.2 Conditions Precedent to the Implementation of the Proposal

The implementation of the Proposal and distribution thereunder is subject to the satisfaction of the following conditions precedents:

- (a) The Proposal is approved by the Required Majority;
- (b) The Proposal Approval Order has been issued and has not been stayed and there is no outstanding appeal therefrom, or it is executory notwithstanding appeal; and
- (c) All other actions, documents and agreements necessary to implement the Proposal, including, without limitation, payment to the Proposal Trustee of the Basket Amount as required herein, shall have been effected and executed.

With respect to the Proposal Approval Order, if approval by the Required Majority is obtained, the Proposal Trustee shall file with the Court an application for the Proposal Approval Order no later than five Business Days following the Creditors' Meeting or such other date as the Court may order, which application shall be heard as soon as possible according to the procedure set out in section 58 of the BIA. Upon satisfaction or waiver of the conditions precedent set out in this ArticleArticle 4, the Proposal Trustee will file with the Court a certificate which states that all conditions precedent set out in this ArticleArticle 4 have been satisfied or waived. The date of filing of this certificate shall be deemed to be the "**Effective Date**".

ARTICLE 5 BINDING EFFECT

On the Effective Date, this Proposal will become effective and binding on and enure to the benefit of MIMS and all Creditors affected by this Proposal and all other Persons named or referred to in, or subject to, this Proposal, and their respective heirs, liquidators, executors, administrators and other legal representatives, successors and assigns. Without limiting the generality of the foregoing, on the Effective Date, all Creditors shall be deemed to have consented and agreed to all of the provisions of the Proposal in its entirety.

ARTICLE 6 PROPOSAL TRUSTEE, MONITORING AND ADMINISTRATIVE COSTS

6.1 Liability of Proposal Trustee

The Proposal Trustee is acting in its capacity as Proposal Trustee and not in its personal capacity and no officer, director, employee or agent of the Proposal Trustee shall incur any obligations or liabilities in connection with the Proposal or in connection with the business or liabilities of MIMS.

6.2 Fees of the Proposal Trustee

The Proposal Trustee's fees and disbursements, including, without limitation, the Proposal Trustee's legal costs, arising out of this Proposal and under the BIA shall be paid by MIMS as Professional Fees under this Proposal. The fees for the Proposal Trustee's services will be based on time spent by the Proposal Trustee and the various members of its staff at their respective billing rates plus any direct out of pocket expenses incurred. The Proposal Trustee's legal costs will be based on time spent by the Proposal Trustee's legal counsel and the various members of such legal counsel's staff at their respective billing rates plus any direct out of pocket expenses incurred. The Court shall review and approve the Proposal Trustee's fees and disbursements. The Proposal Trustee will be entitled to take regular interim fees upon Creditor, Inspector or Court approval.

ARTICLE 7 INSPECTORS

At the Creditors' Meeting, the Creditors will be entitled to appoint one or more, but not exceeding three, Inspectors, whose powers shall be as follows:

- (a) advising the Proposal Trustee in respect of such matters as may be referred to the Inspectors by the Proposal Trustee;
- (b) advising the Proposal Trustee concerning any dispute that may arise as to the validity of the Claims asserted in this Proposal;
- (c) exercising all powers given to the Inspectors of a bankrupt estate appointed pursuant to the provisions of the BIA; and
- (d) altering or extending the time for payments to be made pursuant to this Proposal, but not the total amount paid.

The Inspectors shall not have liability to the Creditors or MIMS for exercising any of the powers given to them under this Proposal or the BIA.

ARTICLE 8 RELEASES

On the Effective Date, (i) MIMS' employees and contractors, each Director and Officer of MIMS, and their respective heirs and assigns, and (ii) the Proposal Trustee, and (iii) each and every present and former shareholder, affiliate, subsidiary, director, officer, member, partner, employee, auditor, financial advisor, legal counsel and agent of any of the foregoing Persons (each of the Persons named in (i), (ii) or (iii) of this Article 8, in their capacity as such, being herein referred to individually as a "**Released Party**" and all referred to collectively as "**Released Parties**") shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, taxes, accounts, covenants, damages, judgments, orders, including for injunctive relief or specific performance and compliance orders, expenses, executions, encumbrances and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature, including claims for contribution or indemnity which any Creditor or other Person may be entitled to assert, including claims that are liquidated, unliquidated, fixed, contingent, matured, unmatured, legal, equitable, present, future, known, unknown, disputed, undisputed or whether by guarantee, by surety, by subrogation or otherwise incurred and whether or not such a right is executory in nature, based in whole or in part on any act, omission, transaction, duty, responsibility, indebtedness, liability, obligation, negligence, breach of fiduciary duty, dealing or other occurrence existing or taking place on or prior to the Effective Date that constitute or are in any way relating to, arising out of or in connection with any Claims, and any indemnification obligations with respect thereto, the business and affairs of MIMS whenever or however conducted, the administration and/or management of MIMS, the Proposal, or any document, instrument, matter or transaction involving MIMS taking place in connection with the Proposal, shall be deemed to be fully, finally, irrevocably and

forever waived, discharged, released, cancelled and barred as against the Released Parties, all to the fullest extent permitted by governing law; provided that nothing herein will waive, discharge, release, cancel or bar (a) the right to enforce MIMS' obligations under the Proposal, or (b) any D&O Claim that is not permitted to be released pursuant to section 50(14) of the BIA.

ARTICLE 9 GENERAL

9.1 Reviewable Transactions

The provisions of Sections 95 to 101.1, inclusively, of the BIA and any similar provision of any federal or provincial statute shall not apply to this Proposal. Without limiting the generality of the foregoing, on the Effective Date, Creditors shall be deemed to renounce and waive, with respect to MIMS and the Released Parties, any applicability of sections 95 to 101.1 of the BIA, of the paulian action described at sections 1631 and following of the Civil Code of Québec, and of all other recourses of a similar nature.

9.2 Paramountcy

From and after the Effective Date, any conflict between the covenants, warranties, representations, terms, conditions or obligations, expressed or implied, of any contract, hypothec, mortgage, security agreement, indenture, trust indenture, loan agreement, commitment letter, agreement for sale, by-laws of MIMS, lease or other agreement, whether written or oral, and any and all amendments or supplements thereto existing between any third party and MIMS as at the Effective Date will be deemed to be governed by the terms, conditions and provisions of the Proposal, which shall take precedence and priority.

9.3 Further Assurances

Each of the Persons named or referred to in, or subject to, this Proposal will execute and deliver all such documents and instruments and do all such actions and things as may be necessary or desirable to carry out the full intent and meaning of this Proposal and to give effect to the transactions contemplated herein.

9.4 Governing Law

This Proposal will be governed by and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein.

9.5 Language

This Proposal was drafted in English. In case of discrepancy, the English version shall prevail over any translation.

9.6 Report of the Proposal Trustee

The Proposal Trustee will prepare a report on the Proposal, which will be filed with the Official Receiver and the Court and distributed to Creditors pursuant to the BIA.

9.7 Annulment

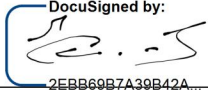
If the Proposal is annulled by an order of the Court, all payments on account of Claims made pursuant to the terms of this Proposal will reduce the Claims of the applicable Creditors.

[SIGNATURE PAGE FOLLOWS]

S-1

Dated this 8th day of September, 2023.

MY INTELLIGENT MACHINES INC.

By:  _____
Name: Sarah Jenna
Title: President and Secretary

District of: Quebec
Division No. 01 - Montréal
Court No. 500-11-062052-234
Estate No. 41-2917984

FORM 31
Proof of Claim
(Sections 50.1, 81.5, 81.6, Subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1),
and Paragraphs 51(1)(e) and 66.14(b) of the Act)

All notices or correspondence regarding this claim must be forwarded to the following address:

In the matter of the proposal of My Intelligent Machines Inc. of the city of Montreal in the Province of Quebec and the claim of _____, creditor.
I, _____ (name of creditor or representative of the creditor), of the city of _____ in the province of _____, do hereby certify:

- 1. That I am a creditor of the above named debtor (or I am _____ (position/title) of _____, creditor).
- 2. That I have knowledge of all the circumstances connected with the claim referred to below.
- 3. That the debtor was, at the date of proposal, namely the 3rd day of March 2023, and still is, indebted to the creditor in the sum of \$ _____, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

A. UNSECURED CLAIM OF \$ _____
(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and
(Check appropriate description.)

Regarding the amount of \$ _____, I claim a right to a priority under section 136 of the Act.

Regarding the amount of \$ _____, I do not claim a right to a priority.
(Set out on an attached sheet details to support priority claim.)

B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ _____

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

C. SECURED CLAIM OF \$ _____

That in respect of this debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows:
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ _____

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ _____
(Attach a copy of sales agreement and delivery receipts.)

District of Quebec
Division No. 01 - Montréal
Court No. 500-11-062052-234
Estate No. 41-2917984

FORM 31 -- Concluded

- E. CLAIM BY WAGE EARNER OF \$ _____
- That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ _____,
- That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ _____,
- F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ _____
- That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ _____,
- That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ _____,
- G. CLAIM AGAINST DIRECTOR \$ _____

(To be completed when a proposal provides for the compromise of claims against directors.)

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

- H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ _____

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

5. That, to the best of my knowledge, I _____ (am/am not) (or the above-named creditor _____ (is/is not)) related to the debtor within the meaning of section 4 of the Act, and _____ (have/has/have not/has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: (Provide details of payments, credits and transfers at undervalue.)

7. (Applicable only in the case of the bankruptcy of an individual.)

- Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.
- I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at _____, this _____ day of _____, _____.

Witness

Creditor

Phone Number: _____
Fax Number : _____
E-mail Address : _____

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

Division : 01 - Montréal
Court : 500-11-062052-234
Estate : 41-2917984

SUPERIOR COURT
(Commercial Division)

FORM 37

Voting Letter (Division I Proposal)
(Paragraph 51(1)(f) of the *Bankruptcy
and Insolvency Act*)

IN THE MATTER OF THE PROPOSAL
OF:
MY INTELLIGENT MACHINES INC.

I, _____, creditor (or I, _____, representative of
_____, creditor), of _____ (name of city), a
creditor in the above matter for the sum of \$ _____, hereby request the
trustee acting with respect to the amended proposal of MY INTELLIGENT MACHINES INC., to record my vote ___
_____ (for or against) the acceptance of the amended proposal as made on
the 7th day of September, 2023.

Dated at _____, this _____ day of _____ 2023.

Name of Individual Creditor (Please print)

Signature of Individual Creditor

Signature of Witness

- OR -

Name of Corporate Creditor (Please
print)

Signature of Corporate Creditor

Signature of Witness

Name and Title of Signing Officer
(Please print)

Return to:

C.S. ADJAMI Inc.
Licensed Insolvency Trustee
Per :

Carl Adjami, CPA, CIRP, LIT
3333 Graham Boulevard, Mont-Royal,
Suite 400, Québec, H3R 3L5
T. 514 341 5511 #395
F: 514 342.0589
cadjami@csadjami.ca

District of: Quebec
Division No. 01 - Montréal
Court No. 500-11-062052-234
Estate No. 41-2917984

FORM 36
Proxy
(Subsection 102(2) and paragraphs 51(1)(e) and 66.15(3)(b) of the Act)

I, _____, of _____, a creditor in the above matter, hereby appoint _____, of _____, to be my proxyholder in the above matter, except as to the receipt of dividends, _____ (with or without) power to appoint another proxyholder in his or her place.

Dated at _____, this _____ day of _____, _____.

Witness

Individual Creditor

Witness

Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Return To:
C.S.Adjani Inc. - Licensed Insolvency Trustee

3333 Graham - Suite 400
Montréal QC H3R 3L5

E-mail: claims@csadjami.ca; reclamations@csadjami.ca



C.S. Adjami Inc.
3333 Graham Blvd – Suite 400
Montreal, QC
514-669-0072
claims@csadjami.ca

Carl Adjami, CPA, CA CIRP, LIT

THIS INFORMATION SHEET IS SUPPLIED IN ORDER TO ASSIST YOU IN COMPLETING THE PROOF OF CLAIM FORM

- ◇ The proof of claim must be signed by the individual completing the form.
- ◇ The signature of the claimant must be witnessed.
- ◇ Give the complete address (including postal code) where all notices and correspondence are to be forwarded.
- ◇ The amount on the statement of account must agree with the amount claimed on the proof of claim.

PARAGRAPH 1 OF THE PROOF OF CLAIM

- ◇ If the individual completing the proof of claim is not the creditor himself, he must state his position or title.

PARAGRAPH 3 OF THE PROOF OF CLAIM

- ◇ A detailed statement of account together with supporting documentation must accompany the completed proof of claim.

PARAGRAPH 4 OF THE PROOF OF CLAIM

- ◇ An unsecured creditor must check and state whether he/she claims or not a priority rank in virtue of section 136 of the Bankruptcy and Insolvency Act.
- ◇ A landlord must complete sub-paragraph (b).
- ◇ A secured creditor must complete sub-paragraph (c).
- ◇ A farmer, fisherman or aqua culturist must complete sub-paragraph (d).
- ◇ A wage earner must complete sub-paragraph (e).
- ◇ A claimant against director must complete sub-paragraph (f).
- ◇ A customer of a bankrupt securities firm must complete sub-paragraph (g).

PARAGRAPH 5 OF THE PROOF OF CLAIM

- ◇ The claimant must indicate whether he/she is or is not related to the debtor, as defined in the Bankruptcy and Insolvency Act, that is "I am related" or "I am not related".

PARAGRAPH 6 OF THE PROOF OF CLAIM

- ◇ The claimant must attach a detailed list of all payments received and/or credits granted, as follows:
 - a) within the three months preceding the bankruptcy or the proposal, in the case where the claimant and the debtor are not related.
 - b) within the twelve months preceding the bankruptcy or the proposal, in the case where the claimant and the debtor are related.

District de: Québec
 No division: 01 - Montréal
 No cour: 500-11-062052-234
 No dossier: 41-2917984

original modifié

_ FORMULAIRE 78 _
 Bilan - proposition déposée par une entité
 (paragraphe 49(2), alinéa 158d) et paragraphes 50(2) et 62(1) de la Loi)

Au débiteur :

Vous êtes tenu de remplir avec soin et exactitude le présent formulaire et les annexes applicables indiquant la situation de vos affaires à la date du dépôt de votre proposition (ou de votre avis d'intention) le 1 septembre 2023. Une fois rempli, ce formulaire et les listes annexées, constituent votre bilan, qui doit être vérifié sous serment ou par une déclaration solennelle.

PASSIF (tel que déclaré et estimé par l'officier)		ACTIF (tel que déclaré et estimé par l'officier)	
1. Créanciers non garantis: voir liste A	1,002,268.57	1. Inventaire	0.00
Équilibre de réclamations garantis: voir liste "B"	330,015.00	2. Aménagements	0.00
Créanciers non garantis total	1,332,283.57	3. Comptes à recevoir et autres créances: voir liste E	
2. Créanciers garantis: voir liste B	853,751.75	Bonnes	0.00
3. Créanciers privilégiés: voir liste C	0.00	Douteuses	0.00
4. Dettes éventuelles, réclamations de fiducie ou autres (voir liste D)pouvant être réclamées pour une somme de ...	0.00	Mauvaises	0.00
Total du passif	2,186,035.32	Estimation des créances qui peuvent être réalisées	0.00
Surplus	NIL	4. Lettres de change, billets à ordre, etc., voir liste F	0.00
		5. Dépôts en institutions financières	0.00
		6. Espèces	0.00
		7. Bétail	0.00
		8. Machines, outillage et installation	0.00
		9. Immeubles et biens réels : voir liste G	0.00
		10. Ameublement	0.00
		11. REER, FERR, Assurances-vie etc	0.00
		12. Valeurs mobilières(actions, obligations, débetures etc.	0.00
		13. Droits en vertu de testaments	0.00
		14. Véhicules	0.00
		15. Autres biens : voir liste H	855,001.00
		Si le débiteur est une personne morale, ajoutez :	
		Montant du capital souscrit	8,542,417.00
		Montant du capital payé	8,542,417.00
		Solde souscrit et impayé	0.00
		Estimation du solde qui peut être réalisé	0.00
		Total de l'actif	855,001.00
		Déficit	1,331,034.32

Je, Sarah Jenna, de Montreal en la province de Québec, étant dûment assermenté (ou ayant déclaré solennellement) déclare que le bilan qui suit et les listes annexées sont, à ma connaissance, un relevé complet, véridique et entier de les affaires de la corporation en ce 1 septembre 2023, et indiquent au complet tous mes biens de quelque nature qu'ils soient, en ma possession et réversibles, tels que définis par la Loi.

ASSERMENTÉ (ou déclaré solennellement)
 devant moi le 1 septembre 2023, à Montréal en la province de Québec.



Sarah Jenna

**THE FOLLOWING APPENDICES ARE NOT INCLUDED BECAUSE THEY ARE
NOT APPLICABLE TO THE PRESENT FILE:**

APPENDIX C: Preferred Creditors for Wages, Rent, etc. (if applicable, any secured claims due to employees are reflected in appendix B)

APPENDIX D: Contingent or Other Liabilities

APPENDIX E: Debts Due to the Bankrupt

APPENDIX F: Bills of Exchange, Promissory Notes, Lien Notes, Chattel Mortgages, etc., Available as Assets

APPENDIX G: Real Property or Immovable Owned by Bankrupt

District de: Québec
 No division: 01 - Montréal
 No cour: 500-11-062052-234
 No dossier: 41-2917984

FORM 78 -- Suite

Liste "A"
 Créanciers Non Garantis

My Intelligent Machines Inc.

No.	Nom du créancier	Adresse	Réclamation non garantis	Balance de réclamation	Total réclamation
1	11517848 Canada Inc.	3420 rue Broadway O. Montreal QC H4B 2A6	0.00	3,333.00	3,333.00
2	8926336 Canada Inc.	52, Montee Krieghoff Shefford QC J2M 1Y4	0.00	833.00	833.00
3	Abdoulaye Banire Diallo	205 Lavoie Longueuil QC J4G 2R2	0.00	1,667.00	1,667.00
4	Ahmed Halioui	411-1090, rue Bleury Montreal QC H2Z 0B7	0.00	0.00	0.00
5	Annalie Sabri	356, rue Louis-Truchon Terrebonne QC J6V1P9	5,968.00	0.00	5,968.00
6	Audrey Lemaçon	1-959, rue Bourdage Québec QC G1M 3K5	10,237.00	0.00	10,237.00
7	Aurélien Albouy	21, ch Des Potentilles Saint-Anne-des-Lacs QC J0R 1B0	0.00	0.00	0.00
8	BDO Canada SRL	1000 rue de la Gauchetière - bureau 200 Montreal QC H3B 4W5	34,492.00	0.00	34,492.00
9	Biova Conseil	3420 West Broadway Montreal QC H4B 2A6	35,469.79	0.00	35,469.79
10	Blain, Joyal, Charbonneau SENCRL	1410, rue principale - Bureau 104 Sainte-Julie QC J3E 1R6	6,654.75	0.00	6,654.75
11	Caisse Desjardins des Technologies	340-1050, cote du Beaver Hall Montreal QC H2Z 0A5	80,984.19	0.00	80,984.19
12	Centre Hospitalier de l'universite de Montreal	Adjointe au President Directeur General - pole d'innovation et d'intelligence artificielle Pavillon S, 850 rue Saint-Denis, 6eme etage Montreal QC H2X 0A9	1.00	0.00	1.00
13	Chantal Laberge	2005, Sommet Trinité Saint-Bruno de Montarville Quebec J3V 6E3	0.00	2,500.00	2,500.00
14	Chloé Stevovitch	1-6295, rue Boyer Montreal QC H2S2J2	0.00	0.00	0.00
15	Christopher Steel	1-5 3E Av Verdun QC H4G 2X1	20,205.71	0.00	20,205.71
16	Claudette Rousseau	404-2910 Ontario Est Montreal QC H2K 0A8	5,518.80	0.00	5,518.80
17	CNESST	1679 Chemin Gascon Terrebonne QC J6X 3Z6	1.00	0.00	1.00
18	CNESST - Division generale des affaires juridiques	500 boul Rene Levesque Ouest Montreal QC H2Z 2A5	1.00	0.00	1.00
19	Consortium MEDTEQ	740, rue Notre Dame Ouest, Bureau 1515-A Montreal QC H3C 3X6	0.00	11,210.00	11,210.00
20	Dara Elebute	2200 rue des Carrières, apt 14 Montreal QC H2G 1X3	7,457.00	0.00	7,457.00
21	Datadog Inc	620 8th Ave FL 45 New York NY 10018	2,495.77	0.00	2,495.77

01-sep-2023

Date



Sarah Jenna

District de: Québec
 No division: 01 - Montréal
 No cour: 500-11-062052-234
 No dossier: 41-2917984

FORM 78 – Suite

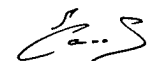
Liste "A"
 Créanciers Non Garantis

My Intelligent Machines Inc.

No.	Nom du créancier	Adresse	Réclamation non garantis	Balance de réclamation	Total réclamation
22	Estruxture Data Centers	7001 rue St-Jacques Montreal QC H4B 3A2	3,925.05	0.00	3,925.05
23	Fasken Martineau - Montréal	The Stock Exchange Tower PO Box 242 Suite 3700 800 Victoria Square Montréal QC H4Z 1E9	97.73	0.00	97.73
24	Florian Martinez	407-570 avenue Létourneux Montréal QC H1V 2L9	2,619.00	0.00	2,619.00
25	Frédéric Beaudet	675, rue Osborne Montreal QC H4H 1X3	4,594.00	0.00	4,594.00
26	Gestion Jean-Marc Rousseau	604-4517 av. de l'Hotel de Ville Montreal QC H2T 2A8	0.00	5,000.00	5,000.00
27	Graham Cromar	99 Pinewood Avenue York ON M6C 2V2	21,783.00	0.00	21,783.00
28	Groupe Roski Inc.	130, rue de l'Eglise Roxton Falls QC J0H 1E0	0.00	2,167.00	2,167.00
29	Hossein Mohammadhassanzadeh	5-8015 Rue de Londres Brossard QC J4Y 0K5	1,523.00	0.00	1,523.00
30	Institut de Recherches Internationales Servier	50, rue Carnot Suresnes Cedex 92284 France	1.00	0.00	1.00
31	Investissement Quebec (partenariat) Attn: Touria Jamal	413 rue Saint-Jacques, Bureau 500 Montreal QC H2Y 1N9	156,804.00	0.00	156,804.00
32	Jean-Francois Gagnon	7-8350 rue de Londres Brossard QC J4Y 0N1	2,295.00	0.00	2,295.00
33	Jean-Raphaël Frydman	5194, 4e avenue Montreal QC H1Y 2V3	0.00	0.00	0.00
34	Jean-Sebastien Bejeau	804-1110, boul Rene-Levesque E Montreal QC H2L 0E1	1,092.00	0.00	1,092.00
35	Jeremy Goussé	4603A, Franchère Montreal QC H2H 2L6	24,129.00	0.00	24,129.00
36	Johann Prince	1001, Boul. du Lac - Unité 101 Lac-Beauport QC G3B 2M7	1,661.39	0.00	1,661.39
37	Julie Langlois	11470, av Élie-Blanchard Montreal QC H4J 1R2	4,003.95	0.00	4,003.95
38	Kesho (Amaury Lavoine)	126 Mayer Street Limoges ON K0A 2M0	1,195.74	0.00	1,195.74
39	Life Map Sciences	340 S. Lemon Ave - #6366 Walnut CA 91789 USA	12,500.00	0.00	12,500.00
40	Luis Da Costa	4207, rue Christophe-Colomb Montréal QC H2J 3G2	0.00	0.00	0.00
41	Maxime Jacques	41, rue Donck Laval QC H7N 4E5	0.00	0.00	0.00
42	McGill University Health Centre	2155 Guy Street - Suite 500 Montreal QC H3H 2R9	80,944.00	0.00	80,944.00

01-sep-2023

Date



Sarah Jenna

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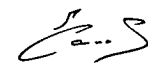
Liste "A"
 Créanciers Non Garantis

My Intelligent Machines Inc.

No.	Nom du créancier	Adresse	Réclamation non garantis	Balance de réclamation	Total réclamation
43	Micheline Ayoub	42, rue Watterson Baie D'urfé QC H9X 3C6	29,411.00	0.00	29,411.00
44	Mickaël Camus	4300 rue Saint-Ambroise # 517 Montreal QC H4C 3R3	0.00	3,333.00	3,333.00
45	Microsoft Canada	4400-81 Bay Street Toronto ON M5J 0E7	66,182.00	0.00	66,182.00
46	Mintz	PO Box 15860, Station A Toronto ON M5W 1C1	260.30	0.00	260.30
47	Navjot KaurBians	1-192 Somerset St Ottawa ON K2P 0J4	10,671.00	0.00	10,671.00
48	Osler	1000 rue de la Gauchetiere Ouest - Bureau 2100 Montreal QC H3B 4W5	22,279.74	0.00	22,279.74
49	Patrick du Boucher-Ryan	1023 Montée Girouard Saint-Jérôme QC J5L 1N6	20,662.00	0.00	20,662.00
50	Pause Menage (9403-1424 Quebec Inc.)	CP 83544 BP Garnier Montreal QC H2J 4E9	367.92	0.00	367.92
51	Placements Bond Inc.	500, rue Morrier Acton Vale QC J0H 1A0	0.00	5,000.00	5,000.00
52	PME MTL Centre Ville	630Sherbrooke Ouest - Suite 700 Montreal QC H3A 1E4	0.00	221,639.00	221,639.00
53	Puzzlewood Communications	17-728 14th Street West North Vancouver BC V7M 0A8	8,400.00	0.00	8,400.00
54	Ramatoulaye Bah	205, rue Lavoie Longueuil QC J4G 2R2	7,555.00	0.00	7,555.00
55	S&E Cloud Experts	209-225 Roy Est Montreal QC H2W 1M5	3,107.43	0.00	3,107.43
56	Sandrine Soeharjono	607-10 Rosemount Avenue Westmount QC H3Y 3K4	10,489.00	0.00	10,489.00
57	Sarah Jenna	5229 Cartier Montreal QC H2H 1X6	0.00	3,333.00	3,333.00
58	Sarah Perez	1630 Holy Cross Montreal QC H4E 1A1	10,103.00	0.00	10,103.00
59	Sébastien Renaut	67, 6E rue Laval QC H7N 1Y1	12,982.00	0.00	12,982.00
60	Service Canada (PPS)	AR Finance 1st floor 4900 Yonge St North York ON M2N 6A8	121,508.00	0.00	121,508.00
61	Sir Mortimer B. Davis Jewish General Hospital	3755 Cole-Ste-Catherine Road - room F-17 Montreal QC H3T 1E2	13,064.00	0.00	13,064.00
62	Societe en Commandite Groupe des Capitaux 4200 boul. St-Laurent	4200 boul, St-Laurent Bureau 1140 Montreal QC H2W 2R2	33,714.00	0.00	33,714.00
63	Soufien Benramdhane	4811, rue Sainte-Émilie Montreal QC H4C 2B5	23,367.00	0.00	23,367.00

01-sep-2023

Date



Sarah Jenna

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 No dossier: 41-2917984

FORM 78 – Suite

Liste "A"
 Créanciers Non Garantis

My Intelligent Machines Inc.

No.	Nom du créancier	Adresse	Réclamation non garantis	Balance de réclamation	Total réclamation
64	StandUp Ventures LP	MaRS CentreSouth Tower, 101 College Street, Suite 125 Toronto ON M5G 1L7	0.00	70,000.00	70,000.00
65	Telus Health Care Centres	6100 avenue du Bois - Suite 204 Montreal QC H3S 2W1	5,653.31	0.00	5,653.31
66	Thiffault Plouffe Vincent CPA Inc.	615 boul. Rene Levesque O - Bureau 460 Montreal QC H3B 1P5	25,028.00	0.00	25,028.00
67	Tony Tanon	5-3625, rue Hochelaga Montreal QC H1W 1H9	15,277.00	0.00	15,277.00
68	Universite de Montreal	3744 rue Jean-Brillant, Bureau 6320 Montreal QC H3T 1P1	1.00	0.00	1.00
69	Université du Québec à Montréal Attn: Service des affaires juridiques	Pavillon Athanase-David Bureau D-4560 1430, rue Saint-Denis Montreal QC H2X 3J8	12,000.00	0.00	12,000.00
70	Universite Laval	Service des finances - Pavillon Jean-Charles Bonenfant 2345 Allee des bibliotheques - Local 3560 Quebec QC G1V 0A6	15,000.00	0.00	15,000.00
71	Yasmine Draceni	17-5825 ch de la Cole-Saint-Luc Hampstead QC H3X 2G2	6,532.00	0.00	6,532.00
Total:			1,002,268.57	330,015.00	1,332,283.57

01-sep-2023

Date



Sarah Jenna

District de: Québec
 No division: 01 - Montréal
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FORM 78 – Suite

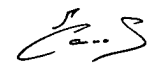
Liste "B"
 Créanciers Garantis

My Intelligent Machines Inc.

No.	Nom du créancier	Adresse	Montant de la réclamation	Détails de la garantie	Date de la garantie	Évaluation de la garantie	Surplus estimatif de la garantie	Solde non-garanti de la réclamation
1	11517848 Canada Inc.	3420 rue Broadway O. Montreal QC H4B 2A6	3,333.00	Autre - Accrued SRED credits (YE 2023)	12-sep-2022	0.00		3,333.00
2	4494946 Canada Inc.	72, Rue Louis-Philippe - ler Bromont QC J2L 2S4	10,000.00	Autre - Accrued SRED credits (YE 2023)	12-sep-2022	10,000.00		
3	8926336 Canada Inc.	52, Montee Krieghoff Shefford QC J2M 1Y4	833.00	Autre - Accrued SRED credits (YE 2023)	12-sep-2022	0.00		833.00
4	9069-3284 Quebec Inc.	36 ch. du Pekan Orford QC J1X 6S5	4,762.00	Autre - Accrued SRED credits (YE 2023)	12-sep-2022	4,762.00		
5	9338-6977 Quebec Inc.,	618, rue du Coles-du-Rhone Rosemere QC J7A 4N5	2,192.00	Autre - Accrued SRED credits (YE 2023)	12-sep-2022	2,192.00		
6	9424-4902 Quebec Inc.	7310 Churchill Verdun QC H4H 2L1	5,000.00	Autre - Accrued SRED credits (YE 2023)	12-sep-2022	5,000.00		
7	Abdoulaye Banire Diallo	205 Lavoie Longueuil QC J4G 2R2	1,667.00	Autre - Accrued SRED credits (YE 2023)	12-sep-2022	0.00		1,667.00
8	Anges Quebec Capital SEC	12350-3 Place Ville-Marie Montreal QC H3B 0E7	81,577.00	Autre - Accrued SRED credits (YE 2023)	12-sep-2022	81,577.00		
9	Broader Context Investments LP	700-715 rue de Square Victoria Montreal QC H2Y 3Y9	26,679.00	Autre - Accrued SRED credits (YE 2023)	12-sep-2022	26,679.00		
10	Capital Regional et Cooperatif Desjardins	2, Complexe Desjardins, Bureau 1717, CP 760 - Succ. Desjardins Montreal QC H5B 1B8	250,000.00	Autre - Accrued SRED credits (YE 2023)	12-sep-2022	250,000.00		
11	Chantal Laberge	2005, Sommet Trinité Saint-Bruno de Montarville Quebec J3V 6E3	2,500.00	Autre - Accrued SRED credits (YE 2023)	12-sep-2022	0.00		2,500.00
12	Christopher Steel	1-5 3E Av Verdun QC H4G 2X1	2,000.00	Autre - GST/QST accrued receivable	03-mars-2023	2,000.00		
13	Consortium MEDTEQ	740, rue Notre Dame Ouest, Bureau 1515-A Montreal QC H3C 3X6	50,000.00	Autre - Accrued SRED credits (YE 2023)	12-sep-2022	38,790.00		11,210.00
14	Gestion Jean-Marc Rousseau	604-4517 av. de l'Hotel de Ville Montreal QC H2T 2A8	5,000.00	Autre - Accrued SRED credits (YE 2023)	12-sep-2022	0.00		5,000.00
15	Groupe Roski Inc.	130, rue de l'Eglise Roxton Falls QC J0H 1E0	2,167.00	Autre - Accrued SRED credits (YE 2023)	12-sep-2022	0.00		2,167.00

01-sep-2023

Date



Sarah Jenna

District de: Québec
 No division: 01 - Montréal
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 No dossier: 41-2917984

FORM 78 – Suite

Liste "B"
 Créanciers Garantis

My Intelligent Machines Inc.

No.	Nom du créancier	Adresse	Montant de la réclamation	Détails de la garantie	Date de la garantie	Évaluation de la garantie	Surplus estimatif de la garantie	Solde non-garanti de la réclamation
16	Julie Langlois	11470, av Élie-Blanchard Montreal QC H4J 1R2	2,000.00	Autre - GST/QST accrued receivable	03-mars-2023	2,000.00		
17	Mickael Camus	4300 rue Saint-Ambroise # 517 Montreal QC H4C 3R3	3,333.00	Autre - Accrued SRED credits (YE 2023)	12-sep-2022	0.00		3,333.00
18	Mondher Khdhiri	286, 4ème rue Laval QC H7N 2A7	632.75	Autre - GST/QST accrued receivable	03-mars-2023	632.75	1,248.25	
19	Placements Bond Inc.	500, rue Morrier Acton Vale QC J0H 1A0	5,000.00	Autre - Accrued SRED credits (YE 2023)	12-sep-2022	0.00		5,000.00
20	PME MTL Centre Ville	630Sherbrooke Ouest - Suite 700 Montreal QC H3A 1E4	221,639.00	Autre - Accrued SRED credits (YE 2023)	03-sep-2020	0.00		221,639.00
21	R&D Capital inc.	1220-555 boul René-Lévesque O Montréal QC H2Z 1B1	386,000.00	Autre - Accrued SRED credits (YE 2023)	24-fév-2022	386,000.00		
22	Sarah Jenna	5229 Cartier Montreal QC H2H 1X6	3,333.00	Autre - Accrued SRED credits (YE 2023)	12-sep-2022	0.00		3,333.00
23	Service Canada (PPS)	AR Finance 1st floor 4900 Yonge St North York ON M2N 6A8	42,119.00	Autre - GST/QST accrued receivable	03-mars-2022	42,119.00		
24	Soufien Benramdhane	4811, rue Sainte-Émilie Montreal QC H4C 2B5	2,000.00	Autre - GST/QST accrued receivable	03-mars-2023	2,000.00		
25	StandUp Ventures LP	MaRS CentreSouth Tower, 101 College Street, Suite 125 Toronto ON M5G 1L7	70,000.00	Autre - Accrued SRED credits (YE 2023)	12-sep-2022	0.00		70,000.00
Total:			1,183,766.75			853,751.75	1,248.25	330,015.00

01-sep-2023

Date



Sarah Jenna

District de: Québec
 No division: 01 - Montréal
 No cour: 500-11-062052-234
 No dossier: 41-2917984

FORM 78 -- Fin

Liste "H"
 Biens

My Intelligent Machines Inc.

ÉTAT COMPLET ET NATURE DES BIENS

Nature des biens	Endroit où les biens sont situés	Détails des biens	Coût initial	Estimation des biens qui peuvent être
(a) Inventaire			0.00	0.00
(b) Aménagements, etc.			0.00	0.00
(c) Espèces dans les institutions financières			0.00	0.00
(d) Espèces en caisse			0.00	0.00
(e) Bétail			0.00	0.00
(f) Machines, outillage et installation			0.00	0.00
(g) Ameublement			0.00	0.00
(h) Assurances-vie RÉER, FÉER etc.			0.00	0.00
(i) Valeurs mobilières/Titres			0.00	0.00
(j) Droits en vertu de testaments, etc.			0.00	0.00
(k) Véhicules			0.00	0.00
(l) Taxes			0.00	0.00
(m) Autre		Accrued SRED credits (YE 2022)	0.00	0.00
		Accrued SRED credits (YE 2023)	805,000.00	805,000.00
		GST/QST accrued receivable	0.00	50,000.00
		Intellectual property assets and rights	0.00	1.00
		Accounts Receivable	35,000.00	0.00
			Total:	855,001.00

01-sep-2023

Date



Sarah Jenna

No. Cour: 500-11-062052-234

No. Dossier: 41-2917984

Formulaire 78 (Projet de loi C-12)
Bilan - commerçant

C.S.Adjani Inc. - Syndic autorisé en insolvabilité

3333 Graham - Suite 400
Montréal QC H3R 3L5
Téléphone: (514) 669-0072

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL
N° de division : 01-Montréal
N° de cour : 500-11-062052-2340
N° de dossier : 41-2917984

COUR SUPÉRIEURE
(Chambre commerciale)

DANS L'AFFAIRE DE LA PROPOSITION DE : **Mes Machines Intelligentes inc.**, une personne morale ayant son siège social et son principal établissement au **5229 Cartier, Montréal, QC H2H 1X6**

Débitrice

- ET -

C.S. ADJAMI INC.

Syndic Autorisé en Insolvabilité (« Syndic »)

RAPPORT DU SYNDIC SUR LA SITUATION FINANCIÈRE DE LA DÉBITRICE ET SUR LA PROPOSITION (Articles 50(10)b) et 50(5) de la Loi sur la Faillite et l'Insolvabilité)

L'objectif de l'assemblée des créanciers est d'étudier et de voter sur la proposition amendée déposée le 8 septembre 2023 (ci-après, la « Proposition ») par **Mes Machines Intelligentes inc** (ci-après « MIMS » ou la « Débitrice »).

Conformément aux articles 50(10)b) et 50(5) de la *Loi sur la Faillite et l'insolvabilité* (la « Loi » ou la « LFI ») et afin d'aider les créanciers dans leur processus de décision concernant la Proposition, C.S. Adjami Inc. (« CSA » ou le « Syndic ») soumet son rapport sur la situation financière de la Débitrice et de la Proposition (le « Rapport »).

Nous tenons à aviser le lecteur que nous n'avons pas procédé à une vérification ni à un examen des livres et registres de la Débitrice. Par conséquent, nous ne pouvons exprimer une opinion quant à l'exactitude des renseignements qui y sont contenus. Les renseignements dont il est question aux présentes sont tirés des livres et registres de la Débitrice ainsi que des entretiens que nous avons eus avec les membres de la direction de la Débitrice.

Les termes en majuscule qui ne sont pas autrement définis aux présentes ont le sens qui leur est attribué dans la Proposition.

INTRODUCTION ET HISTORIQUE

MIMS a été créé en 2016 par ses trois cofondateurs, Sarah Jenna, Mickael Camus et Abdoulaye Banire Diallo, provenant du domaine académique et impliqués depuis plusieurs années dans l'étude de l'intelligence artificielle (« IA ») et de ses applications.

Les activités de la débitrice ont été financées par des injections en équité, des prêts garantis (se reposant principalement sur les crédits R&D réclamés par MIMS) et récemment par l'émission de débetures convertibles (« Débetures Convertibles »).

Au cours des dernières années, MIMS a développé une plateforme d'IA s'appliquant au domaine de la santé et de la recherche pharmaceutique et médicale (la « Plateforme »). La Plateforme a atteint le niveau de fonctionnalité requis et à générer quelques ventes au Canada, États Unis et en Asie. Toutefois, des efforts significatifs de commercialisation étaient encore requis afin d'atteindre le potentiel de monétisation de la Plateforme.

Au courant des dernières années financières (se terminant les 31 mars 2022 et 2023), les résultats financiers de MIMS se résument tel que suit :

- Perte nette de \$2,520,000 sur des revenus de \$248,000 pour l'année se terminant le 31 mars 2023;
- Perte nette de \$2,673,000 sur des revenus de \$1,837,000 pour l'année de terminant le 31 mars 2022.

C.S. Adjami Inc. a agi comme conseiller financier de MIMS, entre le mois de novembre 2022 et la date du dépôt de l'avis d'intention de faire une proposition (« AI »), soit le 3 mars 2023.

CAUSES DE L'INSOLVABILITÉ ET PROCESSUS EN VERTU DE LA LFI

Comme mentionné ci-haut, MIMS nécessitait des investissements importants afin de continuer à commercialiser la Plateforme pour atteindre le niveau requis afin de la rentabiliser. Cet investissement devait se faire à travers l'émission d'actions de Série A, prévus en janvier 2023.

Pour supporter les besoins de l'entreprise jusqu'à l'émission des actions de série A, une injection intérimaire de \$1.5MM était prévue être reçue par MIMS par l'émission de Débentures Convertibles. Une émission initiale de \$500,000 de Débentures Convertible a été effectuée en septembre 2022.

Au début octobre 2022, le principal investisseur des actions de série A a avisé MIMS qu'il retirait son intérêt et ne ferait aucun investissement. Le 14 octobre 2023, MIMS a été informée par les détenteurs de Débentures Convertible que la balance du montant initialement prévu (total de \$1.5MM) ne sera pas injectée en raison de la perte de l'investisseur des actions de Série A.

N'ayant plus de fonds disponible pour supporter ses activités, la direction de MIMS a immédiatement pris des mesures afin de préserver les liquidités de la Débitrice, c'est-à-dire :

- La mise à pied de tous ses employés (28) excluant les 3 co-fondateurs;
- Arrêt de la rémunération des co-fondateurs; et
- Vente d'actifs redondants (avec l'accord des créanciers garantis concernés).

Entre octobre et décembre 2022, les co-fondateurs ont tenté de vendre les actions de MIMS dans le contexte d'une continuité d'entreprise. Aucun intérêt significatif a été manifesté par le marché, notamment en raison du capital requis et la nécessité de rapatrier les anciens employés de MIMS.

En décembre 2022, les co-fondateurs ont commencé à explorer un plan d'affaires alternatif, selon lequel le maintien de la Plateforme serait transféré à une tierce partie (qui en assurerait le fonctionnement) et des licences non exclusives pour l'utilisation de la plateforme seraient octroyées à de tierces parties, qui intégreraient la Plateforme dans leurs propres applications (le « Modèle Alternatif »).

Le 3 mars 2023, MIMS a déposé un AI afin de continuer l'implantation du Modèle Alternatif, de monétiser les divers crédits d'impôts R&D auxquels elle a droit et d'élaborer une proposition à ses créanciers.

Depuis le dépôt de l'AI, MIMS a obtenu du Tribunal, quatre extensions du délai afin de déposer une proposition, la dernière expirant le 3 septembre 2023, étant la date limite pour déposer une proposition selon les modalités de la LFI.

Les co-fondateurs ont et continuent d'appuyer la Débitrice dans ses démarches de restructuration sous la LFI, nonobstant le fait qu'ils n'ont pas été rémunérés par MIMS depuis octobre 2022.

Le 1er septembre 2023, MIMS a déposé une proposition. Cette proposition a fait l'objet d'un amendement afin d'augmenter le Montant Global (tel que défini ci-après). La proposition initiale n'a pas été transmise aux créanciers et la Proposition est plus avantageuse que la proposition initiale. Une copie de la Proposition, ainsi qu'un formulaire de preuve de réclamation, de votation et de procuration sont envoyés aux créanciers avec ce Rapport ainsi qu'un avis indiquant l'heure et l'endroit où sera tenue l'assemblée des créanciers pour voter sur la Proposition. Pour participer à l'assemblée des créanciers, ces derniers doivent s'inscrire sur le formulaire ci-joint et déposer au préalable leur preuve de réclamation auprès du Syndic.

Si la Proposition est acceptée par les créanciers à l'assemblée qui se tiendra **le 21 septembre 2023**, une requête sera ensuite déposée et entendue par la Cour Supérieure du Québec, district judiciaire de Montréal, en salle 16.10 du palais de justice de Montréal, sis au 1 Notre-Dame Est, Montréal, QC, H2Y 1B6, **le 11 octobre 2023**, afin de faire approuver la Proposition par le Tribunal.

ÉVÈNEMENTS RÉCENTS ET FORMULATION DE LA PROPOSITION

Depuis le dépôt de l'AI, la direction de MIMS a effectué plusieurs rencontres avec des représentants des principaux créanciers garantis afin de les tenir à jour des développements et de solliciter leur support dans l'élaboration d'une proposition.

Selon le bilan statutaire, la valeur de réalisation des actifs de MIMS est inférieure au montant de créances garanties envers celle-ci. R&D Capital est le seul créancier prévu d'être remboursé en entier, et les détenteurs des Débentures Convertible sont manifestement les seuls créanciers de rang subséquent ayant un intérêt économique.

MIMS continue de réaliser les Crédits RSDE. L'encaissement de ces crédits permettra le paiement par la débitrice de certaines dettes encourues subséquentement au dépôt de l'AI, incluant des honoraires professionnels liés aux procédures de restructuration (« Réclamations Post-Dépôt ») ainsi que le remboursement complet de R&D Capital. Le reliquat (« Reliquat RSDE ») est prévu être disponible pour rembourser une partie des Débentures Convertible, sujet aux ententes entre la Débitrice et les détenteurs des Débentures Convertible, et les termes de la Proposition.

Au cours du dernier mois, MIMS a élaboré des prévisions financières afin de déterminer l'impact financier du Modèle Alternatif selon certains scénarios réalistes (qui reflètent les conditions du marché et l'implication requises des co-fondateurs, qui ont depuis trouvé des emplois rémunérés). Le scénario retenu est que MIMS monétise les termes d'une licence non exclusive (« Nouvelle Licence ») qui est sur le point d'être octroyée à une tierce partie et en distribue le produit net selon l'ordre de collocation (« Liquidités de la Nouvelle Licence »).

Les détenteurs des Débentures Convertible, ont indiqué qu'ils supportent la proposition de MIMS en permettant qu'un montant de \$50,000, auquel ils ont droit selon leur suretés, soit mis à la disposition des créanciers ordinaires dans le cadre de la proposition (le Montant Global), le tout pour préserver la continuité des activités, et conséquemment la possibilité de générer les Liquidités de la Nouvelle Licence.

BILAN STATUTAIRE

My Intelligent Machines Inc. Bilan statutaire (\$) 1er Septembre 2023
--

Actifs	
Credits RSDE	805,000
Taxes de vente a recevoir	50,000
	<u>855,000</u>
Creanciers Garantis (plein montant)	
Employés (LFI 81.3)	46,752
R&D Capital	386,000
Debentures convertibles	529,375
PME Montreal	221,639
	<u>1,183,766</u>
Creanciers ordinaires	1,002,268
Deficit	<u>(1,331,034)</u>

Actifs

- Crédits RSDE: \$805,000 - Actif grevé;
- Taxes de vente à recevoir - \$50,000 – Actif Grevé

Aucune valeur n'est attribuée au bilan statutaire pour la valeur de la propriété intellectuelle (la Plateforme) étant donné qu'une réalisation de cet actif est hautement incertaine, d'autant plus dans un contexte de faillite ou de liquidation. **Le bilan statutaire ne reflète pas les honoraires professionnels ou les frais liés à la réalisation des actifs.**

Créanciers

Notez qu'en date des présentes, le Syndic n'a reçu aucune preuve de réclamation dans le cadre de la Proposition. Les montants ci-dessous sont par conséquent sujets à confirmation suite à la réception des preuves de réclamation des créanciers.

Créanciers garantis

- Employés : \$46,700 – montant garanti selon 81.3 de la LFI, incluant la portion payée par Service Canada aux employés en vertu du Programme de protection des employés (subrogation de la créance);
- R&D Capital - \$386,000 (premier rang);
- Débentures Convertible - \$529,300 – Montant total du a 18 créanciers distincts ayant émis des débentures convertibles selon l'acte de prêt daté du 9 septembre 2022 et détenant une sureté sur une base *pari passu* (deuxième rang);
- PME Montréal - \$221,639 (troisième rang).

Le Syndic n'a pas obtenu d'opinion légale indépendante sur la validité des suretés détenues par les créanciers garantis.

Créanciers ordinaires

Le bilan statutaire reflète \$1,002,268 de créanciers ordinaires. Le montant des réclamations ordinaires (autant pour les fins du vote que pour la distribution, le cas échéant) sera déterminé par le Syndic sur réception des preuves de réclamation.

PROPOSITION

Le texte suivant représente un sommaire de la Proposition déposée le 1^{er} septembre 2023. Il est conseillé aux créanciers de lire le texte complet de la Proposition pour connaître tous les détails relatifs aux modalités de celle-ci. En cas de divergence entre les versions française et anglaise de la proposition, la version anglaise prévaut.

Distribution aux créanciers

Créanciers Garantis : La Proposition ne s'adresse pas aux Créanciers Garantis. Certains montants ont été mis à la disposition de la Débitrice par les Créanciers Garantis pour supporter le processus de proposition (incluant le Montant Global) selon les termes des ententes entre les Créanciers Garantis et la Débitrice.

Montant Global : Un montant de \$50,000, provenant du Reliquat R&D.

Honoraires Professionnels : Les honoraires professionnels (incluant les frais du Syndic) seront payés intégralement, en priorité des montants distribués subséquemment;

Réclamations de la Couronne : Les Réclamations de la Couronne prouvées seront payées intégralement, en priorité des montants distribués, sauf quant aux honoraires professionnels;

Réclamations Privilégiées : Les Réclamations privilégiées prouvées (qui consistent des réclamations des employés bénéficiant de la garantie sous 81.3 de la LFI) seront payées intégralement, en priorité des montants distribués, sauf quant aux honoraires professionnels et aux Réclamations de la Couronne;

Les Réclamations ordinaires non garanties : Les Réclamations ordinaires non garanties prouvées recevront un dividende au prorata du solde du Montant Global.

Les Réclamations Post-Dépôt ne sont pas visées par la Proposition et sont payables par la Débitrice dans le cours normal des affaires.

Les distributions stipulées dans la Proposition sont sujettes au prélèvement du Surintendant des faillites, le cas échéant.

Réclamations contre les administrateurs

La Proposition prévoit que certaines réclamations envers les administrateurs et dirigeants seront compromises et qu'une quittance sera effective à cet égard suite à l'exécution de la Proposition. Le Syndic considère que l'inclusion de cette disposition est raisonnable dans les circonstances, vu notamment l'implication des administrateurs et dirigeants dans le processus de restructuration de la Débitrice.

Inspecteurs

La Proposition prévoit la nomination de jusqu'à trois inspecteurs.

Inopposabilité de certaines transactions

Par l'approbation de la Proposition, les recours prévus aux articles 95 à 101 de la LFI (traitements préférentiels, opérations sous-évaluées, dividendes et rachats d'actions) ne s'appliqueront pas, le tout conformément à l'article 101.1 de la LFI. Le Syndic considère que l'inclusion de cette disposition est raisonnable dans les circonstances.

ESTIMATION DE LA DISTRIBUTION AUX CRÉANCIERS DANS LE CONTEXTE D'UNE FAILLITE COMPARÉE À LA PROPOSITION

Si les créanciers rejettent la Proposition, la Débitrice sera automatiquement en faillite et le produit net (s'il y en a) provenant de la réalisation des actifs par le Syndic (de faillite) après le paiement des frais et honoraires du Syndic, sera distribué aux créanciers selon l'ordre prévu à la LFI. L'information qui suit vise à informer les créanciers sur l'estimé de la distribution aux créanciers dans le cadre de la Proposition comparativement à la distribution estimée dans le Scenario de Faillite.

MIMS			
Distribution comparative			
Faillite vs. Proposition			
		<u>Faillite</u>	<u>Proposition</u>
Réalisation nette	1	806,300	777,100
Distribution			
Créanciers garantis			
Employés (81.3)		(46,043)	(46,043)
R&D Capital		(386,657)	(386,657)
Débentures Convertibles		(373,600)	(294,400)
Montant disponible aux créanciers ordinaires		-	50,000
Créanciers ordinaires		<u>1,002,268</u>	<u>1,002,268</u>
Réalisation - créanciers ordinaires		<u>0%</u>	<u>5%</u>

Notes:

1. La réalisation nette dans un contexte de proposition est inférieure à celle dans une faillite du au paiement des Réclamations Post-Dépôt

Le tableau ci-dessus ne reflète aucun montant pour les Liquidités de la Nouvelle License, qui serait réalisé uniquement dans un contexte de continuité des activités, et donc d'une Proposition acceptée et approuvée par le Tribunal. Les Liquidités de la Nouvelle License, le cas échéant, seront distribuées selon le rang des créanciers de la Débitrice.

CONCLUSION

Après avoir estimé le montant qui pourrait être disponible pour les créanciers ordinaires dans le cadre d'une faillite, **le Syndic est d'avis que la Proposition est plus avantageuse pour les créanciers ordinaires.**

Il est estimé que la Proposition permettra aux créanciers ordinaires, tel qu'il est indiqué dans le bilan statutaire, de recevoir un dividende approximatif de \$0.05 par dollar de réclamation, comparativement à un dividende estimatif de \$0 dans le cadre d'une faillite.

Pour ces raisons, le Syndic recommande l'acceptation de la Proposition.

Daté à Montréal ce **8e jour de septembre 2023.**

C.S. ADJAMI INC.

Syndic à la Proposition de Mes Machines Intelligentes inc.



Carl Adjami, CPA, PAIR, SIL

Exhibit D

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL
Dossier de la Cour : 500-11-062052-234
Dossier du Surintendant : 41-2917984

COUR SUPÉRIEURE
(CHAMBRE COMMERCIALE)
(En matière de faillite et d'insolvabilité)

Dans l'affaire de la proposition de **MY INTELLIGENT MACHINES INC.**

Débitrice

C.S. ADJAMI INC., syndic autorisé en insolvabilité

Syndic

Procès-verbal de la première assemblée des créanciers, tenue conformément au paragraphe 51(1) de la *Loi sur la faillite et l'insolvabilité* (L.R.C. (1985), ch. B-3) (ci-après « **LFI** »)

Date et heure de l'assemblée : 21 septembre 2023 à 10h00

Lieu : Par téléconférence, conformément aux mesures de distanciation sociale et de restrictions des déplacements liées à la pandémie de la COVID-19 (aucun créancier présent en personne).

Président : M. Carl Adjami, représentant de C.S. Adjami Inc., Syndic

Conformément au paragraphe 51(3) de la LFI

1 - PRÉSENCES (en personne durant la téléconférence)

Président de l'assemblée et rédacteur du procès-verbal

M. Carl Adjami, représentant de C.S. Adjami Inc.

Syndics autorisés en insolvabilité

M. Carl Adjami, représentant de C.S. Adjami Inc.

Représentants de la Débitrice My Intelligent Machines Inc.

Mme Sarah Jenna., présidente de la Débitrice (téléconférence)

M. Abdoulaye Banire Diallo., vice-président de la Débitrice (téléconférence)

Me Ilia Kravtsov, Osler, procureur de la Débitrice (téléconférence)

Me Maggie Fortin, Osler, procureur de la Débitrice (téléconférence)

Créanciers (téléconférence)

M. Tony Tanon – créancier
M. Hossein Mohammadhassanzadeh – créancier
Mme Micheline Ayoub – créancière
Mme Yasmine Draceni – créancière
Mme Audrey Lemaçon – créancière
M. Patrick Du Boucher-Ryan – créancier
Mme Annalie Sabri – créancière
Mme Jihane Ouadhani – représentante Revenu Québec – créancier
Me Daniel Cantin - représentant Revenu Québec – créancier
Mme Diane Drouin – représentante PME Montréal Centre-Ville – créancier
Mme Megan Helmer – représentante Puzzlewood Communications Inc. - créancier

Observateur

Aucun.

2 - PRÉSENCES (par procurations)

Le Syndic ne détient aucune procuration.

3 - QUORUM ET OUVERTURE DE L'ASSEMBLÉE

Le président, après avoir confirmé l'admission des réclamations par le Syndic, a constaté le quorum et a déclaré que l'assemblée est légalement constituée à 10h05.

4 - PÉRIODE DES QUESTIONS

Le Syndic a indiqué à l'assemblée que le Rapport du Syndic sur la Situation Financière de la Débitrice et de la Proposition, daté du 8 septembre 2023 a été envoyé aux créanciers le 8 septembre 2023. Le Syndic a demandé à l'assemblée s'il y avait des questions ou des clarifications sur le rapport. Aucune question ou demande de clarification n'as été soulevée par l'assemblée.

5 - VOTE SUR LA PROPOSITION

Le Syndic a indiqué à l'assemblée qu'il avait reçu plusieurs lettres de votation avant l'assemblée, et en particulier :

- 16 votes représentant des créances totalisant \$488,080.54 en faveur de la proposition ;
- Un (1) vote représentant une créance de \$1,092 contre la proposition.

Le Syndic a ensuite indiqué qu'il détenait 4 réclamations, totalisant \$71,205.17 reçus des créanciers présents à l'assemblée pour lesquels un vote serait sollicité, incluant une réclamation de \$31,817 de Revenu Québec qui est contestée par la Débitrice.

Le Syndic a toutefois indiqué qu'il permettrait à Revenu Québec de voter sa réclamation, nonobstant qu'elle était contestée, et sans préjudice aux droits de la Débitrice et du Syndic de rejeter cette réclamation pour d'autres fins.

Les créanciers présents, et aptes à voter ont voté en faveur de la proposition, à l'exception de Revenu Québec qui s'est abstenu de voter.

À la suite du vote en personne, le Syndic note que le vote sur la proposition se résume tel que suit :

Total des créanciers ayant produit leurs réclamations en nombre : 24

Total des créanciers ayant produit leurs réclamations en dollars : \$581,851

Total des créanciers en nombre ayant voté : 21

Total des créanciers en dollars ayant voté : \$529,702

Pourcentage du vote en nombre : 95.23% en faveur et 4.77% contre

Pourcentage du vote en dollars : 99.79% en faveur et 0.21% contre

Le Syndic a indiqué que la proposition de la Débitrice était acceptée par la majorité statutaire des créanciers.

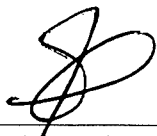
6 - AJOURNEMENT

Aucun.

7 - LEVÉE DE L'ASSEMBLÉE

L'ordre du jour étant épuisé, l'assemblée est levée à 10h20.

SIGNÉ À MONTRÉAL, ce 21^{ième} jour de Septembre 2023.



Président de la première assemblée des créanciers
M. Carl Adjami, représentant de C.S. Adjami Inc.

DOCUMENTS JOINTS :

Sommaire des votes

District de: Quebec
 No division: 01 - Montréal
 No cour: 500-11-062052-234
 No dossier: 41-2917984

Sommaires des votes

Insolvency Date: 01-Sep-2023
 Estate Number: 41-2917984

Résultat de vote

Classe	Total #			Valeur des réclamations en dollars		Pourcentage par votes		Pourcentage par valeur		Résultat	
	Votes	Oui	Non	Oui	Non	Oui	Non	Oui	Non	Par votes	Par valeur
	21	20	1	528,610.28	1,092.00	95.24	4.76	99.79	0.21	App.	App.

Liste des créanciers

Classe	Nom du créancier	Genre	# Compte	\$Admis pour le vote	Voté par	Vote
	Annalie Sabri	N		5,968.00	Lettre	Pour
	Audrey Lemaçon	N		10,237.00	Lettre	Pour
	Claudette Rousseau	N		5,518.80	Lettre	Pour
	Florian Martinez	N		2,619.00	Lettre	Pour
	Graham Cromar	N		21,783.00	Lettre	Pour
	Hossein	N		1,523.00	En personne	Pour
	Mohammadhassanzadeh					
	Investissement Quebec (partenariat)	N		156,804.00	Lettre	Pour
	Jean-Sebastien Bejeau	N		1,092.00	Lettre	Contre
	Jeremy Goussé	N		24,129.00	Lettre	Pour
	Kesho (Amaury Lavoine)	N		1,195.74	Lettre	Pour
	Micheline Ayoub	N		29,411.00	En personne	Pour
	Osler	N		22,279.74	Lettre	Pour
	Patrick du Boucher-Ryan	N		20,662.00	Lettre	Pour
	PME MTL Centre Ville	N		130,684.00	Lettre	Pour
	Puzzlewood Communications	N		8,400.00	En personne	Pour
	Sandrine Socharjono	N		10,489.00	Lettre	Pour
	Sébastien Renaut	N		12,982.00	Lettre	Pour
	Soufien Benramdhane	N		17,088.00	Lettre	Pour
	Thiffault Plouffe Vincent CPA Inc.	N		25,028.00	Lettre	Pour
	Tony Tanon	N		15,277.00	Lettre	Pour
	Yasmine Draceni	N		6,532.00	Lettre	Pour

* Une partie ou tout le montant garanti a été exclue du vote