



Restructuration Deloitte Inc.

La Tour Deloitte
1190, avenue des
Canadiens-de-Montréal
Bureau 500
Montréal QC H3B 0M7
Canada

Tél. : 514-393-7115
Télec. : 514-390-4103
www.deloitte.ca

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL
DIVISION N° : 01-Montréal
COUR N° : 500-11-050935-168
DOSSIER N° : 41-2140668
BUREAU N° : 943530-1000000

COUR SUPÉRIEURE
Chambre commerciale

DANS L'AFFAIRE DE LA PROPOSITION DE:

SOCIABLE LABS INC., personne morale légalement et
dûment constituée, ayant son siège social au 145, rue Saint-
Pierre, bureau 201, Montréal, Québec, H2Y 2L6

Personne insolvable

– et –

RESTRUCTURATION DELOITTE INC.

(Jean-Christophe Hamel, CPA, CA, CIRP, SAI, responsable
désigné) ayant un établissement au 1190, avenue des Canadiens-
de-Montréal, bureau 500, Montréal, Québec, H3B 0M7

Syndic

AVIS DE LA PROPOSITION AUX CRÉANCIERS

(article 51 de la Loi)

AVIS est donné que Sociable Labs inc. a déposé une proposition entre nos mains le 30 juin 2016 en vertu de la *Loi sur la faillite et l'insolvabilité*.

Ci-inclus une copie de la proposition, d'un état succinct de son actif et de son passif ainsi qu'une liste des créanciers visés par la proposition et dont les réclamations se chiffrent à 250 \$ ou plus.

Une assemblée générale des créanciers sera tenue le 11 juillet 2016, à 9 h, aux bureaux du Syndic situé à La Tour Deloitte, au 1190, avenue des Canadiens-de-Montréal, bureau 500, Montréal, Québec.

Les créanciers ou toute catégorie de créanciers ayant droit de voter à l'assemblée peuvent, au moyen d'une résolution, accepter la proposition, telle qu'elle est formulée ou telle qu'elle est modifiée à l'assemblée. Si la proposition est ainsi acceptée et si elle est approuvée par le tribunal, elle deviendra obligatoire pour tous les créanciers ou pour la catégorie de créanciers visés.

Les procurations et les formulaires de votation dont l'usage est projeté à l'assemblée doivent nous être remis au préalable.

Daté à Montréal, ce 30 juin 2016.

RESTRUCTURATION DELOITTE INC.
Syndic à la proposition de Sociable Labs inc.



Deloitte Restructuring Inc.

Deloitte Tower
1190 avenue des
Canadiens-de-Montréal
Suite 500
Montreal QC H3B 0M7
Canada

Phone: 514-393-7115
Fax: 514-390-4103
www.deloitte.ca

C A N A D A
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL
DIVISION No.: 01-Montreal
COURT No.: 500-11-050935-168
ESTATE No.: 41-2140668
OFFICE No.: 943530-1000000

SUPERIOR COURT
Commercial Division

**IN THE MATTER OF THE
PROPOSAL OF:**

SOCIABLE LABS INC., a legal person, duly incorporated
according to law, having its head office and principal place of
business at 145 Saint-Pierre Street, Suite 201, Montreal,
Quebec, H2Y 2L6

Insolvent person

– and –

DELOITTE RESTRUCTURING INC.

(Jean-Christophe Hamel, CPA, CA, CIRP, LIT, designated
responsible person) having a place of business at 1190 avenue
des Canadiens-de-Montréal, Suite 500, Québec, H3B 0M7

Trustee

NOTICE OF PROPOSAL TO CREDITORS
(Section 51 of the Act)

TAKE NOTICE that Sociable Labs Inc. has lodged with us on the 30th day of June 2016 a proposal under the *Bankruptcy and Insolvency Act*.

A copy of the proposal, a condensed statement of the debtor's assets and liabilities, and a list of the creditors affected by the proposal and whose claims amount to \$250 or more are enclosed.

A general meeting of the creditors will be held on July 11, 2016, at 9 a.m., at the offices of Trustee, located at Deloitte Tower, 1190 avenue des Canadiens-de-Montréal, Suite 500, Montreal, Quebec.

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

Proxies and voting letters intended to be used at the meeting must be lodged with us prior to the commencement of the meeting.

Dated at Montreal, on June 30, 2016.

DELOITTE RESTRUCTURING INC.
Trustee in the proposal of Sociable Labs Inc.

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL
COURT NO.:
ESTATE NO.:

SUPERIOR COURT
Commercial Division
(In matters of bankruptcy and insolvency)

IN THE MATTER OF THE PROPOSAL OF:

SOCIABLE LABS INC., a corporation duly constituted, having its principal place of business at 201-145 rue Saint-Pierre Montréal, Québec, H2Y 2L6;

DEBTOR

PROPOSAL

WE, SOCIABLE LABS INC., the above-named Debtor, hereby submit the following proposal pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. (1985) c. B-3:

1. **Definitions:** For all purposes relating to the present proposal proceedings under the *Bankruptcy and Insolvency Act*, the following terms shall have the following meanings:
 - 1.1 **“Accepted Proven Claim”:** Means the portion of any given Proven Claim:
 - 1.1.1 That is accepted by the Trustee, provided that no appeal of the Trustee’s decision has been filed in respect thereto in accordance with the Act; or
 - 1.1.2 In the event that an appeal of the Trustee’s decision with respect to a Proven Claim is filed by the Creditor in accordance with the Act, that is determined by the Court, pursuant to a final and executory judgment.
 - 1.2 **“Act”:** Means the *Bankruptcy and Insolvency Act*, R.S.C. (1985), c. B-3, as amended.
 - 1.3 **“Claim”:** Means any right of any Person against the Debtor in connection with any indebtedness, liability or obligation of any kind of the Debtor to such Person and any interest accrued thereon or costs payable in respect thereof, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, 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, which indebtedness, liability or obligation is based in whole or in part on facts existing prior to the Date of the Proposal, or which would have been claims provable had the Debtor become bankrupt on the Date of the Proposal. Includes Crown Claims, Secured Claims, Employee Claims, Preferred Claims, but excludes the Excluded Claims.

- 1.4 **“Completion Date”**: Means the date on which all the Conditions are satisfied.
- 1.5 **“Conditions”**: Means collectively the conditions listed and described at Paragraph 8 hereto.
- 1.6 **“Court”**: Means the Superior Court of Quebec, district of Montreal.
- 1.7 **“Creditor”**: Means any Person having a Claim.
- 1.8 **“Crown Claims”**: Means only the amounts that could be claimed pursuant to section 60(1.1) of the Act on the Date of the Proposal;
- 1.9 **“Current Employees”**: Means any Person who is an employee of the Debtor as of the Date of the Proposal and still is as of the date of the meeting of creditors to vote on the Proposal.
- 1.10 **“Date of the Proposal”**: Means June 30, 2016.
- 1.11 **“Date of Homologation”**: Means, for all purposes herein, the date on which the Judgment becomes final.
- 1.12 **“Debtor”**: Means *Sociable Labs Inc.*
- 1.13 **“Dividend”**: Means the amount payable by the Debtor to the Trustee for distribution amongst the Creditors in accordance with Paragraph 7 hereto.
- 1.14 **“Employee”**: Means the:
- 1.14.1 Current Employee; and
 - 1.14.2 Any Person and who, without being a Current Employee, has rendered, in a capacity of employee, services to the Debtor during the period commencing six (6) months before the Date of the Proposal until the Date of the Proposal.
- 1.15 **“Employee Claims”**: Means only the amounts that Employees would be qualified to receive pursuant to section 60(1.3) of the Act if the Debtor became bankrupt on the Date of the Proposal, and for purpose of clarity, excluding any other claim of Employees against the Debtor.
- 1.16 **“Excluded Claims”**: Means:
- 1.16.1 Unless otherwise provided herein, the Claims arising in respect of goods supplied, services rendered or other consideration given to the Debtor subsequent to the Date of the Proposal, including (without limitation) salaries and other compensation of Employees, which shall be paid in full by the Debtor in the ordinary course of business, and on regular trade terms;

- 1.16.2 The Professional Fees.
- 1.17 “**Excluded Creditors**”: Means those Creditors having an Excluded Claims, for the Excluded Claims portion of their Claims.
- 1.18 “**IQ**”: Means *Investissement Québec* or any entity it designates.
- 1.19 “**IQ Notes Claim**”: Means any Claims, including Secured Claims if any, of IQ with respect to any convertible promissory notes purchased by IQ from the Debtor pursuant to a Note Purchase Agreement dated March 1, 2016, including without limiting the foregoing such notes investment dated March 12, 2016, March 31, 2016 and April 2016;
- 1.20 “**IQ Proposal Agreement**”: Means an agreement to intervene with IQ at IQ’s, the Debtor’s and the Investors’ satisfaction, with respect to, notably (i) the investment of the Investors to be made regarding the Debtor’s business within five (5) business days following the Date of Homologation, (ii) the undertaking of IQ with respect to the contemplated assignment of its rank on part of its security interest regarding its Secured Claims in favour of future investors or with respect to future financing of the Debtor on terms to be agreed upon and (iii) the capitalisation of the interest to be paid on IQ’s Secured Claim.
- 1.21 “**Investors**”: Means collectively Nisan Gabbay, Sébastien Brault, and any other Person they designate.
- 1.22 “**Judgment**”: Judgment to be rendered by the Court providing for the following:
- 1.22.1 Homologation of the Proposal, as accepted by the statutory required majority of the Creditors; and
- 1.22.2 Authorization of the reorganization of the share capital of the Debtor pursuant to section 191 of the *Canada Business Corporation Act*, R.S.C. (1985) c. C-44, in a manner providing for the cancellation of the existing share capital of the Debtor and providing for the issuance of new equity in a manner satisfactory to each of Nisan Gabbay, Sébastien Brault, IQ, Rho and VLL.
- 1.23 “**Lease**”: Means, collectively, (i) a lease agreement dated March 11, 2013 between *Canada - St-Nicolas Holdings, ULC* (“**St-Nicolas Holdings**”) and *ViralNinjas, Inc.* with respect to premises located at 145, St-Pierre, Montreal (Quebec), a lease extension agreement in that respect dated January 20, 2014, a lease extension agreement dated June 26, 2015 between *St-Nicolas Holdings, ViralNinjas, Inc.* and the Debtor, as well as a lease amendment agreement dated May 16, 2016 between *St-Nicolas Holdings* and the Debtor, and (ii) the rights and obligations of the Debtor and *St-Nicolas Holdings* with respect to said agreements.
- 1.24 “**Lease Claim**”: Means, collectively, any Claim and Preferred Claim of *St-Nicolas Holdings* with respect to the obligations of the Debtor under the Lease as well as the

resiliation of the Lease concurrently to this Proposal. In this respect, the Debtor is delivering to St-Nicolas Holdings, concurrently to this Proposal, a notice of resiliation of the Lease in accordance with section 65.2 of the Act.

- 1.25 **“Notes Claim”**: Means the IQ Notes Claims and the Rho Notes Claims.
- 1.26 **“Ordinary Unsecured Creditors”**: Means those Creditors other than the Excluded Creditors, the Secured Creditors and excluding the Creditors having Crown Claims, Employee Claims and Preferred Claims against the Debtor, unless otherwise specified herein.
- 1.27 **“Person”**: Means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, governmental body or agency, or any other entity.
- 1.28 **“Preferred Claims”**: Means the claims described in Section 136 (1) (a) through 136 (1) (j) of the Act, being such claims directed by the Act to be paid in priority in the distribution of the property of a bankrupt, but excluding the Employee Claims, and it being understood that with respect to the portion of the Lease Claim that is part of the Preferred Claims, the realization value of the property on the premises under lease represents an amount of \$2,500, in accordance with section 136(1)(f) of the Act.
- 1.29 **“Preferred Creditors”**: Means a Person having a Preferred Claim.
- 1.30 **“Professional Fees”**: Means all proper fees, expenses, liabilities and obligations of the Trustee, including legal fees, accounting fees and consulting fees on and incidental to the proceedings arising out of the Proposal, including, without limitation, advice to the Debtor in connection with the Proposal. Additionally, and for greater certainty, the legal fees incurred by the Debtor for the advice sought and work done in connection with the Proposal and any proceedings arising thereto are included in the definition of “Professional Fees”.
- 1.31 **“Proposal”**: Means this proposal or any amendment thereto, which amendments may be made at any time prior to a vote by the creditors on the Proposal or by the Court at the time of Homologation of the Proposal.
- 1.32 **“Proven Claim”**: Means a Claim that was submitted in accordance with the Act to the Trustee before the distribution of the Dividend.
- 1.33 **“Rho”**: Means collectively (i) *Rho Canada Ventures II L.P./ Rho Canada Capital de risque II S.E.C.*, and (ii) *Rho Investment Partners Canada II L.P.*, or any entity they designate.
- 1.34 **“Rho Notes Claim”**: Means any Claims of Rho with respect to any convertible promissory notes purchased by Rho from the Debtor pursuant to a Note Purchase Agreement dated March 1, 2016, including without limiting the foregoing such notes investment dated March 9, 2016, March 30, 2016 and April 2016.

- 1.35 **“Secured Claim”**: Means a Claim of a Secured Creditor, to the extent of the value of the security held by the Secured Creditor, as assessed by the Secured Creditor and accepted by the Trustee or as determined by the Court.
- 1.1 **“Secured Creditor”**: As defined in section 2 of the Act, provided that the security is valid and would be opposable to a bankruptcy trustee if the Debtor had become bankrupt at the Date of the Proposal, including IQ and VLL for their Secured Claim.
- 1.2 **“Trustee”**: Means *Deloitte Restructuring Inc.*, a licensed trustee, having a place of business at 1190, Avenue des Canadiens-de-Montréal, Suite 500, Montreal, Quebec, H3B 0M7.
- 1.3 **“VLL”**: Means collectively *Venture Lending & Leasing VI, Inc.* and *Venture & Leasing VII, Inc.* or any entity they designate.
2. **Crown Claims**: The Crown Claims, if any, shall be paid in full within six (6) months from the Date of Homologation, or as may otherwise be arranged with the Crown.
3. **Professional Fees**: The Debtor shall pay the Professional Fees in full in the ordinary course of business.
4. **Secured Claims**: The Secured Claims will be dealt with by the Debtor in the following manner:
- 4.1 **IQ**: IQ’s Secured Claim will be dealt with in accordance with existing agreements, as modified by the IQ Proposal Agreement to intervene;
- 4.2 **VLL**: a payment of CAD \$100,000 will be remitted to the Trustee within fifteen (15) business days of the Date of Homologation, to be paid to VLL in full settlement of VLL’s Secured Claim. VLL undertakes to strike out and cancel its security registrations with respect to the Secured Claim upon receipt of such payment.
5. **Employee Claims**: The Employee Claims shall be paid in full by the Debtor in the ordinary course of business.
6. **Lease Claims**: With respect to the resiliation of the Lease concurrently to this Proposal pursuant to section 65.2 of the Act, the lessor St-Nicolas Holdings may file a proof of Claim as an Ordinary Unsecured Creditor for the portion of the Lease Claim that is not a Preferred Claim and that represents actual losses resulting from said resiliation, the whole in accordance with section 65.2(4)(b) of the Act, and in that respect, St-Nicolas Holdings may vote as an Ordinary Unsecured Creditor and share in the Dividend for said portion of the Lease Claim.
7. **Dividend**: Subject to the Conditions set forth in Paragraph 8 hereof, the Debtor offers to pay, in full and final settlement of all of their Claims, except the Excluded Claims, an amount of **CAD \$23,000** to the Trustee at the Completion Date, to be distributed amongst the Creditors in the following manner and in the following order :

- 7.1 The Preferred Claims, excluding the Employee Claims, for the amount of the Accepted Proven Claims resulting thereto;
- 7.2 The remainder, if any, amongst the Ordinary Unsecured Creditors, for the payment of their respective Accepted Proven Claim, in the following manner:
 - 7.2.1 The lesser between the Accepted Proven Claim and the first **\$1,000** of each of the Ordinary Unsecured Creditors' Accepted Proven Claim shall be paid in full;
 - 7.2.2 The remainder, if any, of each of the Ordinary Unsecured Creditors' Accepted Proven Claim shall be paid on a *pro rata* basis of their Claims.

The whole without interest, in full and final satisfaction of all of the Claims against the Debtor.

8. **Conditions:** The Proposal, and the payment of the Dividend is subject to the accomplishment of all of the following conditions, each being precedent and essential to the Debtor's ability to effectuate such payment of the Dividend:
 - 8.1 The closing or completion of an investment and the disbursement by the Investors of any funds in accordance thereto, notably by way of loans or promissory notes, in an amount of no less than **\$250,000** from the Investors between the date of the Proposal and the date that is no later than **five (5) business days** following the Date of Homologation;
 - 8.2 The execution of the IQ Proposal Agreement;
 - 8.3 The acceptance of the Proposal by IQ, VLL and Rho;
 - 8.4 The acceptance of the Proposal by the statutory required majority of the Creditors;
 - 8.5 The reorganization of the share capital of the Debtor in a in a manner providing for the cancellation of the existing share capital of the Debtor and providing for the issuance of new equity in a manner satisfactory to each of Nisan Gabbay, Sébastien Brault, IQ, Rho and VLL;
 - 8.6 The renunciation by IQ and Rho to the payment of the Dividend with respect to the Notes Claim;
 - 8.7 The rendering of the Judgment by no later than **August 10, 2016**.
9. **Subordination.** All Claims of any and all shareholders of the Debtor and related persons to the Debtor, other than Secured Claims and the Notes Claim, will be subordinated to the payment of the Dividend.
10. **Claims against directors:** In accordance with Subsection 50(13) of the Act, the acceptance of the Proposal by the Creditors shall release definitively the Debtor's directors

and officers in office as at the Date of the Proposal and any directors, officers or individuals who have acted in such capacity, including on a *de facto basis*, over the last six (6) months from any and all liability or obligation for which they may be liable by law in their capacity as directors and officers, in respect of any Claim against the Debtor which arose at or before the Date of the Proposal. It is understood however that nothing herein shall be interpreted as an acknowledgment of any liability or obligation on the part of the Debtor's directors and officers in office as at the Date of the Proposal, or of an acknowledgement of the fact that an individual have acted as a *de facto* director or officer over the period of six (6) months prior to the Date of the Proposal, any such liability or obligation, or any such capacity with respect to a *de facto* director or officer, being specifically denied.

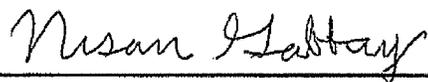
11. **Inspectors:** The creditors may be entitled to appoint between one (1) and three (3) inspectors.
12. **Reviewable Transactions, Preferential Payments, etc.:** The provisions of sections 95 to 101 of the Act, and any provision of provincial legislation having a similar objective (including but not limited to Articles 1631 to 1636 of the *Civil Code of Quebec*) shall not apply to the Proposal, the whole pursuant to section 101.1 of the Act.
13. **Trustee:** All monies payable to the Creditors under the Proposal shall be paid by the Debtor to the Trustee who shall distribute the Dividend, in full and final payment and settlement of the Claims, the whole in accordance with the terms of the Proposal.
14. **Titles:** The headings or titles herein are provided solely for the convenience of the reader, and shall have no authoritative meaning in interpreting the Proposal.

DATED IN MONTREAL, this 30th day of June 2016.

SOCIABLE LABS INC.



Per: Sebastien Brault, President



Per: Nisan Gabbay, Chief Executive Officer

District of: Quebec
 Division No. 01 - Montréal
 Court No.
 Estate No.

Original Amended

-- Form 78 --

Statement of Affairs (Business Proposal) made by an entity
 (Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)

In the matter of the Proposal of
 Sociable Labs Inc.

To the debtor:

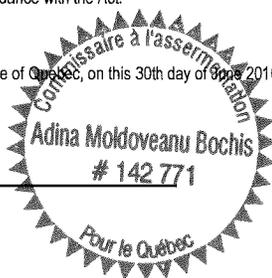
You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the filing of your proposal (or notice of intention, if applicable), on the 30th day of June 2016. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)	ASSETS (as stated and estimated by the officer)
1. Unsecured creditors as per list "A"	1. Inventory
1,198,393.14	0.00
Balance of secured claims as per list "B"	2. Trade fixtures, etc.
41,257.11	0.00
Total unsecured creditors	3. Accounts receivable and other receivables, as per list "E"
1,239,650.25	Good
2. Secured creditors as per list "B"	36,524.00
900,526.00	Doubtful
3. Preferred creditors as per list "C"	33,258.00
2,500.00	Bad
4. Contingent, trust claims or other liabilities as per list "D" estimated to be reclaimable for	65,099.00
0.00	Estimated to produce
Total liabilities	36,524.00
2,142,676.25	4. Bills of exchange, promissory note, etc., as per list "F" ...
Surplus	0.00
NIL	5. Deposits in financial institutions
	10,752.00
	6. Cash
	0.00
	7. Livestock
	0.00
	8. Machinery, equipment and plant
	0.00
	9. Real property or immovable as per list "G"
	0.00
	10. Furniture
	2,500.00
	11. RRSPs, RRIFFs, life insurance, etc.
	0.00
	12. Securities (shares, bonds, debentures, etc.)
	0.00
	13. Interests under wills
	0.00
	14. Vehicles
	0.00
	15. Other property, as per list "H"
	850,750.00
	If debtor is a corporation, add:
	Amount of subscribed capital
	0.00
	Amount paid on capital
	0.00
	Balance subscribed and unpaid
	0.00
	Estimated to produce
	0.00
	Total assets
	900,526.00
	Deficiency
	1,242,150.25

I, Sébastien Brault, of the City of Candiac in the Province of Quebec, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of my affairs on the 30th day of June 2016 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)
 before me at the City of Montréal in the Province of Québec, on this 30th day of June 2016.


 Adina Bochis, Commissioner of Oaths
 For the Province of Quebec
 Expires Apr. 12, 2019




 Sébastien Brault

District of: Quebec
 Division No. 01 - Montréal
 Court No.
 Estate No.

FORM 78 -- Continued

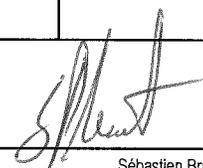
List "A"
 Unsecured Creditors

Sociable Labs Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	_EMPLOYÉS		35,985.15	0.00	35,985.15
2	Agence de Développement Economique Canada Attn: Stephan Canty	Édifice Square Dominion, 1255, rue Peel, 9e étage Montreal QC H3B 2T9	21,846.00	0.00	21,846.00
3	Agence du revenu du Québec Attn: Direction régionale du recouvrement	Secteur R23CPF - 3ième étage 1600 Rene-Lévesque Ouest Montréal QC H3H 2V2	0.00	0.00	0.00
4	Amazon Web Services Inc Attn: Joel Duppati	PO Box 84023 Seattle WA 981 24-8423	167,708.56	0.00	167,708.56
5	ARC - Bureau des services fiscaux de Montréal Attn: Section Insolvabilité	Division du recouvrement des recettes 305, boulevard René-Lévesque Ouest Montréal QC H2Z 1A6	0.00	0.00	0.00
6	Barrette and Associates Attn: Alain Barrette	3360 Notre Dame 3380, rue Notre-Dame Lachine QC H8T 1W7	2,768.44	0.00	2,768.44
7	Blake, Casseis & Graydon LLP Attn: Victoria Nusinchis-Mamei	595 Burrard Street P.O Box 49314 Suite 2600, Three Bentall Centre Vancouver BC V7X 1L3	6,784.50	0.00	6,784.50
8	Borden Ladner Gervais	1000, rue de la Gauchetière ouest Bureau 900 Montreal QC H3B 5H4	19,822.77	0.00	19,822.77
9	Canada - St-Nicolas Holdings ULC Attn: Marc Nadeau	4, Place du Commerce, bureau 500 Verdun QC H3E 1J4	32,523.39	0.00	32,523.39
10	CSST du Québec - Île-de-Montréal	CP 3 Succursale Place-Desjardins 1 complexe Desjardins Tour Sud 31e étage Montréal QC H5B 1H1	0.00	0.00	0.00
11	D'Astous Group Conseil Inc. Attn: Patrick D'Astous	555 Riverside St-Lambert QC J4P 1B5	8,508.15	0.00	8,508.15
12	Fibre Noire Internet Inc.	550 ave Beaumont Suite 320 Montreal QC H3N 1V1	4,087.35	0.00	4,087.35
13	Investissement Quebec (IQ) Attn: Alejandro Morales	413, rue Saint-Jacques, bureau 500 Montreal QC H2Y 1N9	315,500.00	0.00	315,500.00
14	Jolicoeur Location de Tapis Attn: Dominique Gendron	4132 Parthenais Montreal QC H2K 3T9	912.56	0.00	912.56
15	Kumon North America Inc. Attn: Robert Germain	300 Frank W Burr Blvd., Suite 6 Teaneck NJ 0766	1.00	0.00	1.00
16	Loans ViralNinjas	145, rue St-Pierre, buerau 201 Montreal QC H2Y 2L6	197,378.35	0.00	197,378.35
17	Looker Data Sciences Inc Attn: Renee Cardinali	101 Church Street, 4th floor Santa-Cruz CA 95060	4,032.00	0.00	4,032.00
18	Mastercard BMO Attn: Louise Longtin	2140 boul. Lapinière, 2e étage Brossard QC J4W 1L8	844.80	0.00	844.80
19	Mastercard BMO Attn: Louise Longtin	2140 boul. Lapinière, 2e étage Brossard QC J4W 1L8	1,174.85	0.00	1,174.85
20	Osler, Hoskin & Harcourt LLP Attn: Erifili Kakaririq	1, First Canadian Place, PO BOX 50 Toronto ON M5X 1B8	41,755.24	0.00	41,755.24
21	Price Waterhouse Coopers LLP	1250 Rene-Levesque Boulevard West, Suite 2800 Montreal QC H3B 2G4	21,260.02	0.00	21,260.02
22	Rho Canada Ventures Attn: Jeff Martin	Carnegie Hall Tower-152 West 57th Street, 23rd Floor New York NY 10019 USA	297,986.60	0.00	297,986.60

30-Jun-2016

Date



Sébastien Braut

District of: Quebec
Division No. 01 - Montréal
Court No.
Estate No.

FORM 78 - Continued

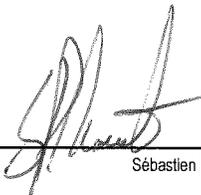
List "A"
Unsecured Creditors

Sociable Labs Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
23	Rho Investment Partners Attn: Jeff Martin	Carnegie Hall Tower-152 West 57th Street, 23rd Floor New York NY 10019 USA	17,513.41	0.00	17,513.41
24	Venture Lending & Leasing VI Inc.	2010 North First Street San Jose CA 95131 USA	0.00	41,257.11	41,257.11
Total:			1,198,393.14	41,257.11	1,239,650.25

30-Jun-2016

Date



Sébastien Brault

District of: Quebec
 Division No. 01 - Montréal
 Court No.
 Estate No.

FORM 78 - Continued

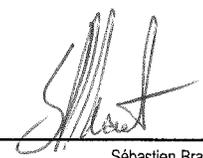
List "B"
 Secured Creditors

Sociable Labs Inc.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
1	_EMPLOYÉS	.	25,105.11	Other - R&D Tax Credit Provisions		25,105.11		
2	Investissement Quebec (IQ) Atrn: Alejandro Morales	413, rue Saint-Jacques, bureau 500 Montreal QC H2Y 1N9	633,888.00	Other - R&D Tax Credit Provisions		633,888.00		
3	Venture Lending & Leasing VI Inc.	2010 North First Street San Jose CA 95131 USA	282,790.00	Debts Due - Business - . . . Cash on Hand - Cash in bank - 219919 - . . Furniture - . . Other - R&D Tax Credit Provisions		36,524.00 10,752.00 2,500.00 191,756.89		41,257.11
Total:			941,783.11			900,526.00	0.00	41,257.11

30-Jun-2016

Date



Sébastien Brault

District of: Quebec
Division No. 01 - Montréal
Court No.
Estate No.

FORM 78 -- Continued

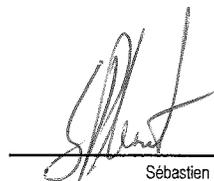
List "C"
Preferred Creditors for Wages, Rent, etc.

Sociable Labs Inc.

No.	Name of creditor	Address and occupation	Nature of claim	Period during which claim accrued	Amount of claim	Amount payable in full	Difference ranking for dividend
1	Canada - St-Nicolas Holdings ULC Attn: Marc Nadeau	4, Place du Commerce, bureau 500 Verdun QC H3E 1J4		-	2,500.00	0.00	2,500.00
Total:					2,500.00	0.00	2,500.00

30-Jun-2016

Date



Sébastien Brault

District of: Quebec
Division No. 01 - Montréal
Court No.
Estate No.

FORM 78 -- Continued

List "D"
Contingent or Other Liabilities

Sociable Labs Inc.

No.	Name of creditor or claimant	Address and occupation	Amount of liability or claim	Amount expected to rank for dividend	Date when liability incurred	Nature of liability
Total:			0.00	0.00		

30-Jun-2016

Date



Sébastien Brault

District of: Quebec
 Division No. 01 - Montréal
 Court No.
 Estate No.

FORM 78 -- Continued

List "E"
 Debts Due to the Debtor

Sociable Labs Inc.

No.	Name of debtor	Address and occupation	Nature of debt	Amount of debt (good, doubtful, bad)	Folio of ledgers or other book where particulars to be found	When contracted	Estimated to produce	Particulars of any securities held for debt
1			Divers comptes à recevoir	36,524.00 33,258.00 65,099.00		27-Jun-2016	36,524.00	
Total:				36,524.00 33,258.00 65,099.00			36,524.00	

30-Jun-2016

Date



Sébastien Brault

District of: Quebec
Division No. 01 - Montréal
Court No.
Estate No.

FORM 78 -- Continued

List "F"

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

Sociable Labs Inc.

No.	Name of all promissory, acceptors, endorsers, mortgagors, and guarantors	Address	Occupation	Amount of bill or note, etc.	Date when due	Estimated to produce	Particulars of any property held as security for payment of bill or note, etc.
				Total:	0.00		0.00

30-Jun-2016

Date



Sébastien Brault

District of: Quebec
Division No. 01 - Montréal
Court No.
Estate No.

FORM 78 -- Continued

List "G"
Real Property or Immovables Owned by Debtor

Sociable Labs Inc.

Description of property	Nature of debtor interest	In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
			Total:	0.00	0.00

30-Jun-2016

Date



Sébastien Brault

District of: Quebec
Division No. 01 - Montréal
Court No.
Estate No.

FORM 78 -- Concluded

List "H"
Property

Sociable Labs Inc.

FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade			0.00	0.00
(b) Trade fixtures, etc.			0.00	0.00
(c) Cash in financial institutions		219919	10,752.00	10,752.00
(d) Cash on hand			0.00	0.00
(e) Livestock			0.00	0.00
(f) Machinery, equipment and plant			0.00	0.00
(g) Furniture			0.00	2,500.00
(h) Life insurance policies, RRSPs, etc.			0.00	0.00
(i) Securities			0.00	0.00
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles			0.00	0.00
(l) Taxes			0.00	0.00
(m) Other		R&D Tax Credit Provisions	0.00	850,750.00
			Total:	864,002.00

30-Jun-2016

Date



Sébastien Brault

<input type="checkbox"/>	O	_____
<input type="checkbox"/>	P	_____
<input type="checkbox"/>	G	_____

PREUVE DE RÉCLAMATION

(article 50.1, paragraphes 65.2(4), 81.2(1), 81.3(8), 81.4(8), 81.5, 81.6, 102(2), 124(2) et 128(1) et alinéas 51(1)e) et 66.14b) de la Loi)

dans l'affaire de la proposition de Sociable Lab inc.

de Montréal, province de Québec et de la réclamation de _____, créancier.
JE, _____ (nom du créancier ou du représentant) de _____ (ville et province)

CERTIFIE CE QUI SUIT :

1. Je suis le créancier de la débitrice susnommé (ou je suis) _____ (poste ou fonction)
de _____ (nom du créancier).

Expédier tout avis ou toute correspondance concernant la présente réclamation à l'adresse suivante :

Téléphone : _____ Télécopieur : _____ Courriel : _____

2. Je suis au courant de toutes les circonstances entourant la réclamation visée par la présente formule.
3. La débitrice était, à la date du dépôt de l'avis d'intention, soit le 30 juin 2016, endettée envers le créancier et l'est toujours, pour la somme de _____ \$, comme l'indique l'état de compte (ou l'affidavit ou la déclaration solennelle) ci-annexé et désigné « Annexe A », après déduction du montant de toute créance compensatoire à laquelle la débitrice a droit. (L'état de compte ou l'affidavit ou la déclaration solennelle annexé doit faire mention des pièces justificatives ou de toute autre preuve à l'appui de la réclamation.)
4. (Cochez la catégorie qui s'applique et remplissez les parties requises)
- () A. RÉCLAMATION NON GARANTIE AU MONTANT DE _____ \$
(Autre qu'une réclamation d'un client visée par l'article 262 de la Loi).
En ce qui concerne cette créance, je ne détiens aucun avoir de la débitrice à titre de garantie et (Cochez ce qui s'applique) :
() Pour le montant de _____ \$, je revendique le droit à un rang prioritaire en vertu de l'article 136 de la Loi sur la faillite et l'insolvabilité. (Indiquez sur une feuille annexée les renseignements à l'appui de la réclamation prioritaire.)
() Pour le montant de _____ \$, je ne revendique pas de droit à un rang prioritaire.
- () B. RÉCLAMATION DU LOCATEUR SUITE À LA RÉSILIATION D'UN BAIL, AU MONTANT DE _____ \$
J'ai une réclamation en vertu du paragraphe 65.2(4) de la Loi, dont les détails sont mentionnés ci-après. (Donnez tous les détails de la réclamation, y compris les calculs s'y rapportant.)
- () C. RÉCLAMATION GARANTIE AU MONTANT DE _____ \$
En ce qui concerne la créance susmentionnée, je détiens des avoirs de la débitrice, à titre de garantie, dont la valeur estimative s'élève à _____ \$, et dont les détails sont mentionnés ci-après : (Donnez des renseignements complets au sujet de la garantie, y compris la date à laquelle elle a été donnée et la valeur que vous lui attribuez, et annexe une copie des documents relatifs à la garantie.)
- () D. RÉCLAMATION D'UN AGRICULTEUR, D'UN PÊCHEUR OU D'UN AQUICULTEUR AU MONTANT DE _____ \$
J'ai une réclamation en vertu du paragraphe 81.2(1) de la Loi pour la somme impayée de _____ \$.
(Veuillez joindre une copie de l'acte de vente et des reçus de livraison.)
- () E. RÉCLAMATION D'UN SALARIÉ AU MONTANT DE _____ \$
() J'ai une réclamation en vertu du paragraphe 81.3(8) de la Loi (faillite) au montant de _____ \$.
() J'ai une réclamation en vertu du paragraphe 81.4(8) de la Loi (séquestre) au montant de _____ \$.
- () F. RÉCLAMATION D'UN EMPLOYÉ RELATIVE AU RÉGIME DE PENSION AU MONTANT DE _____ \$
() J'ai une réclamation en vertu du paragraphe 81.5 de la Loi (faillite) au montant de _____ \$.
() J'ai une réclamation en vertu du paragraphe 81.6 de la Loi (séquestre) au montant de _____ \$.

() G. RÉCLAMATION CONTRE LES ADMINISTRATEURS AU MONTANT DE _____ \$
(À compléter lorsque la proposition vise une transaction quant à la réclamation contre les administrateurs.)
J'ai une réclamation en vertu du paragraphe 50(13) de la Loi, dont les détails sont mentionnés ci-après : (Donnez tous les détails de la réclamation, y compris les calculs s'y rapportant.)

() H. RÉCLAMATION D'UN CLIENT D'UN COURTIER EN VALEURS MOBILIÈRES FAILLI AU MONTANT DE _____ \$
J'ai une réclamation en tant que client en conformité avec l'article 262 de la Loi pour des capitaux nets, dont les détails sont mentionnés ci-après : (Donnez tous les détails de la réclamation, y compris les calculs s'y rapportant.)

5. Au meilleur de ma connaissance, je suis lié (ou je ne suis pas lié) (ou le créancier susnommé est lié) (ou le créancier susnommé n'est pas lié) à la débitrice selon l'article 4 de la Loi, et j'ai (ou je n'ai pas) (ou le créancier susnommé a) (ou le créancier susnommé n'a pas) un lien de dépendance avec la débitrice. (Biffez les choix ne correspondant pas à votre situation.)
6. Les montants suivants constituent les paiements que j'ai reçus de la débitrice, les crédits que j'ai attribués à celui-ci et les opérations sous-évaluées selon le paragraphe 2(1) de la Loi auxquelles j'ai contribué ou été partie intéressée au cours des trois mois (ou, si le créancier et la débitrice sont des « personnes liées » au sens du paragraphe 4(2) de la Loi ou ont un lien de dépendance, au cours des douze mois) précédant immédiatement l'ouverture de la faillite, telle que définie au paragraphe 2(1) de la Loi. (Donnez les détails des paiements, des crédits et des opérations sous-évaluées.)

(Applicable seulement dans le cas de la faillite d'une personne physique.)

() Je demande qu'une copie du rapport dûment rempli par le syndic quant à la demande de libération du failli, en conformité avec le paragraphe 170(1) de la Loi, me soit expédiée à l'adresse susmentionnée.

FAIT À _____, ce _____^e jour de _____ 2_____.

(signature et nom du témoin)

(signature du créancier qui est une personne physique)

– ou –

(nom du créancier qui est une personne morale)

(signature et nom du témoin)

(signature, nom et poste ou fonction du représentant)

REMARQUES : Si un affidavit ou une déclaration solennelle est joint à la présente formule, il doit avoir été fait devant une personne autorisée à recevoir des affidavits ou des déclarations solennelles.

Lorsqu'une copie du présent avis est envoyée par voie électronique, par des moyens tels que le courriel, le nom et les coordonnées de l'expéditeur, tel que prescrit au Formulaire 1.1, doivent être indiqués à la fin du document.

AVERTISSEMENTS : Le syndic peut, en vertu du paragraphe 128(3) de la Loi, racheter une garantie sur paiement au créancier garanti de la créance ou de la valeur de la garantie telle qu'elle a été fixée par le créancier garanti dans la preuve de garantie.

Le paragraphe 201(1) de la Loi prévoit l'imposition de peines sévères en cas de présentation de réclamations, de preuves, de déclarations ou d'états de compte qui sont faux.

PROCURATION GÉNÉRALE

(paragraphe 102(2) et alinéas 51(1)e) et 66.15(3)b) de la Loi)

DANS L'AFFAIRE DE LA PROPOSITION DE : **SOCIABLE LABS INC.**, personne insolvable

Je (ou nous), _____ (nom du créancier ou du représentant), de _____ (ville et province),
créancier dans l'affaire susmentionnée, nomme _____

de _____ mon fondé de pouvoir à tous égards dans l'affaire susmentionnée,
sauf la réception de dividendes, celui-ci étant habilité à nommer un autre fondé de pouvoir à sa place (ou n'étant pas habilité à nommer un autre
fondé de pouvoir à sa place).

FAIT À _____, ce _____^e jour de _____ 2_____.

(signature et nom du témoin)

(signature du créancier qui est un individu)

– ou –

(nom du créancier qui est une personne morale)

(signature et nom du témoin)

(signature, nom et poste ou fonction du représentant)

**CETTE FEUILLE DE RENSEIGNEMENTS EST FOURNIE
AFIN DE VOUS AIDER À REMPLIR LE FORMULAIRE DE PREUVE DE RÉCLAMATION**

- La preuve de réclamation doit être signée par la personne qui la remplit.
- La signature du réclamant doit être attestée par un témoin.
- Indiquer l'adresse complète où tout avis et correspondance doivent être expédiés.
- Le montant sur le relevé de compte doit correspondre au montant réclamé sur la preuve de réclamation.

PARAGRAPHE 1 DE LA PREUVE DE RÉCLAMATION

- Le créancier doit fournir la raison sociale complète de la société ou de l'entreprise.
- Si la personne qui complète la preuve de réclamation n'est pas le créancier lui-même, elle doit préciser son poste ou sa fonction.

PARAGRAPHE 3 DE LA PREUVE DE RÉCLAMATION

- Un relevé de compte détaillé ainsi que les factures s'y rapportant doivent accompagner la preuve de réclamation.

PARAGRAPHE 4 DE LA PREUVE DE RÉCLAMATION

- Les créanciers doivent compléter ce paragraphe en fonction de la nature de leur réclamation.

PARAGRAPHE 5 DE LA PREUVE DE RÉCLAMATION

- Le réclamant doit indiquer s'il est ou n'est pas lié au débiteur, au sens de la définition de la Loi sur la faillite et l'insolvabilité. Encercler, souligner ou biffer les mots « sont » ou « ne sont pas » selon le cas.

PARAGRAPHE 6 DE LA PREUVE DE RÉCLAMATION

- Le réclamant doit fournir une liste détaillée identifiée « B » de tous les paiements reçus et/ou crédits accordés, soit :
 - au cours des trois mois précédant la faillite ou la proposition, dans le cas où le réclamant et le débiteur ne sont pas liés.
 - au cours des douze mois précédant la faillite ou la proposition, dans le cas où le réclamant et le débiteur sont liés.

<input type="checkbox"/>	O	_____
<input type="checkbox"/>	P	_____
<input type="checkbox"/>	G	_____

PROOF OF CLAIM

(Section 50.1, subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 81.5, 81.6, 102(2), 124(2), 128(1), and paragraphs 51(1)(e) and 66.14(b) of the Act)

in the matter of the proposal of Sociable Labs Inc.

Of Montreal, Province of Quebec and the claim of _____
_____, creditor.

I, _____ (name of creditor or signing officer) of _____ (city and province)

DO HEREBY CERTIFY:

1. That I am a creditor of the above-named debtor (or that I am) _____ (position or title)
of _____ (name of creditor or signing officer).

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

Phone: _____ **Fax:** _____ **E-mail:** _____

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 the notice of intention the June 30, 2016, and still is, indebted to the creditor in the sum of \$ _____, as specified in the statement of account (or affidavit or solemn declaration) attached and marked "Schedule A" after deducting any counterclaims to which the debtor is entitled. (The attached statement of account, or affidavit or solemn declaration 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 *Bankruptcy and Insolvency Act*. **(Set out on an attached sheet details to support priority claim.)**
() Regarding the amount of \$ _____, I do not claim a right to a priority;
- () B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE OF \$ _____.
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.)
- () E. CLAIM BY WAGE EARNER OF \$ _____.
That I hereby make a claim under subsection 81.3(8) of the Act (bankruptcy) in the amount of \$ _____.
That I hereby make a claim under subsection 81.4(8) of the Act (receivership) 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 (bankruptcy) in the amount of \$ _____.
That I hereby make a claim under subsection 81.6 of the Act (receivership) in the amount of \$ _____.

**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 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 THE CLAIM

- Creditor must state full and complete legal name of company or firm.
- If the person completing the proof of claim is not the creditor himself, he must state his position or title.

PARAGRAPH 3 OF THE PROOF OF THE CLAIM

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

PARAGRAPH 4 OF THE PROOF OF THE CLAIM

- The claimant must tick the appropriate paragraph and must provide information as requested.

PARAGRAPH 5 OF THE PROOF OF THE CLAIM

- The claimant must indicate whether he is or is not related to the debtor, as defined in the *Bankruptcy and Insolvency Act*, by encircling, underlining or striking out “are” or “are not” as the case.

PARAGRAPH 6 OR THE PROOF OF THE CLAIM

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