

December 1, 2010

**RE: Power Battery (Iberville) Ltd.
Power Canada Cables Ltd.
Batterie Universelle Ltée
(collectively the "Power Battery Group")**

Dear Suppliers & Creditors:

As you are aware, each member of the Power Battery Group filed a *Notice Of Intention To Make A Proposal* under the *Canadian Bankruptcy and Insolvency Act* on August 12, 2010. From that time onward, Power Battery Group began immediate steps to restructure its business and seek solutions to its financial problems.

Through the auspices of Power Battery Group's Trustee, RSM Richter Inc., a process was conducted whereby the Trustee sought out purchasers of Power Battery Group's businesses and/or investors in Power Battery Group's businesses.

In parallel with this process, we implemented measures with a view to restoring our business operations to profitability. These measures include the following:

- The US operations of Power Battery Co., Inc. are in the process of being wound down and will be consolidated into the Canadian operations of Power Battery Group.
- New senior management has been engaged by Power Battery Group.
- Power Battery Group's Canadian production has been radically re-engineered and made more efficient.
- An agreement has been made by Power Battery Group and its unionized employees under which significant concessions have been granted to Power Battery Group.

The process conducted by the Trustee resulted in our closing down and selling our truck parts business. This will enable us to focus on our core battery business.

The Trustee's process also attracted various interested parties in our battery business. After careful examination, it became clear that the best alternative for all of Power Battery Group's stakeholders was to enter into a transaction with a group led by Michel Caron. Under this transaction, a significant investment of \$2 Million will be made by the new investors into Power Battery Group.

The Caron group's investment is subject to your agreeing to accept the Proposals which Power Battery Group is now making, court approval of such Proposals and satisfactory arrangements between Power Battery Group and its secured creditors (principally, National Bank of Canada, GE Real Estate Financing business Property Company and Alter Moneta Corporation). We and the investor group are in mature stages of an acceptable deal with National Bank of Canada and will hope to shortly complete acceptable deals with our other secured creditors.

The Proposals to you, our unsecured creditors, will give you a single lump-sum payment within 60 days of Court approval. This payment, while less than your total claims, is still dramatically better than you would achieve through a bankruptcy liquidation. If all goes according to plan, we anticipate receiving court approval on December 21, 2010.

A successful restructuring will enable the Caron group to make its investment into Power Battery Group and will allow Power Battery Group to emerge from this insolvency process as a strong and viable business. Your support and acceptance of the Proposals which we are now making to you are a key component in this restructuring.

On behalf of Power Battery Group, I want to apologize to you for the losses that you have incurred. We hope that the new restructured Power Battery Group can continue to count on your support and that we can re-establish our good business relations with you.


I invite you to read the Trustee's report which is enclosed herewith for all of the details of our proposed restructuring. If you have any enquiries, feel free to contact us or the Trustee.

We sincerely hope that we can count on your support.

Yours truly,

**POWER BATTERY (IBERVILLE) LTD.
POWER CANADA CABLES LTD.,
BATTERIE UNIVERSELLE LTÉE**

Per:



Regis Rehel, President

RSM Richter Inc.

RSM Richter Inc.
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CANADA
Province of Québec
District of: Québec
Division No.: 01 - Montréal
Court No.: 500-11-039459-108
Estate No.: 41-1393389

SUPERIOR COURT
In Bankruptcy and Insolvency
(Commercial Division)

Notice of Proposal to Creditors (Section 51 of the Act)

In the Matter of the Proposal of
Batterie Universelle Ltée

Take notice that Batterie Universelle Ltée of the city of St. Leonard in the Province of Quebec has lodged with us 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 herewith.

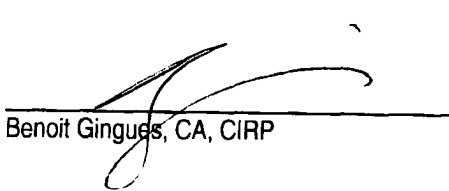
A general meeting of the creditors will be held at the Office of the Superintendent of Bankruptcy at 5 Place Ville Marie, 8th Floor, Montréal, Quebec on December 17, 2010 at 11:00 o'clock A.M.

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.

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.

Dated at Montréal in the Province of Quebec, December 3, 2010.

RSM Richter Inc. - Trustee
Per:


Benoit Ginguis, CA, CIRP

(français – au recto)

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

SUPERIOR COURT
(Commercial Division)

NO: 500-11-039459-108

SUPERINTENDENT'S NO:
41-1393389

IN THE MATTER OF THE PROPOSAL OF:

BATTERIE UNIVERSELLE LTÉE

Debtor

PROPOSAL
(under the provisions of the *BIA*)

BATTERIE UNIVERSELLE LTÉE ("Debtor"), hereby submits the following Proposal under the *BIA*:

1. DEFINITIONS AND INTERPRETATION

1.1 In addition to words and terms otherwise defined herein, whenever used herein:

1.1.2 "Approval" means:

- (a) acceptance of this Proposal (or the PBI Proposal or the PCC Proposal, as the case may be) by the statutory majority of Creditors (or PBI's creditors or PCC's creditors, as the case may be) entitled to vote thereon in accordance with the relevant provisions of the *BIA*;
- (b) the approval of this Proposal (or the PBI Proposal or the PCC Proposal, as the case may be) by the Court by judgment rendered by such Court which has become executory as a result of the delay for appeal having expired without there having been an appeal lodged therefrom or, if an appeal is lodged therefrom, such judgment of the Court having been confirmed or such appeal withdrawn; and
- (c) the approval and the ordering of the Equity Restructuring by the Court by judgment rendered by such Court which has become executory as a result of the delay for appeal having expired without there having been an appeal lodged

therefrom or, if an appeal is lodged therefrom, such judgment of the Court having been confirmed or such appeal withdrawn;

- 1.1.3** "Approval Motion" has the meaning set forth in **Section 15.1** hereof;
- 1.1.4** "BIA" means the *Bankruptcy and Insolvency Act*, Canada, RSC 1985, c.B-3, as amended;
- 1.1.5** "CBCA" means the *Canada Business Corporations Act*, Canada, RSC 1985, c.C-44, as amended;
- 1.1.6** "*Civil Code*" means the *Civil Code of Quebec*;
- 1.1.7** "Committee" has the meaning set forth in **Section 12.1** hereof;
- 1.1.8** "Court" means the the Québec Superior Court for the District of Montréal, sitting as both:
- (a) the "court" as envisaged and defined in Section 2(1) *BIA* and includes any Justice thereof or, if applicable, the Registrar or any Deputy Registrar thereof; and
 - (b) sitting as the "court" as envisaged in Section 191 *CBCA* and includes any Justice thereof;
- 1.1.9** "Creditors" means all creditors affected by the Proposal, namely the Crown, the Preferred Creditors, the Employee Creditors and the Ordinary Creditors, and "Creditor" means any of them. All other creditors of the Debtor shall not be, in any manner whatsoever, affected or bound by this Proposal;
- 1.1.10** "Crown" means Her Majesty in Right of Canada or any province of Canada;
- 1.1.11** "Crown Claims" means all claims of the Crown as set forth and described in Section 60(1.1) *BIA*, which were outstanding on the Proposal Date, and "Crown Claim" means any of them;
- 1.1.12** "Dividend" have the meaning set forth in **Section 8.2** hereof;
- 1.1.13** "Electing Creditor Claims" means all Proven Ordinary Claims in respect of which the Ordinary Creditors have elected (as set forth in **Section 8.1** hereof) to receive the lesser of \$200.00 or the amount of their Ordinary Claims or to reduce their respective Ordinary Claims to \$200.00, and "Electing Creditor Claim" means any of them;

1.1.14 "Electing Creditors" means Ordinary Creditors having Electing Creditor Claims and **"Electing Creditor"** means any of them;

1.1.15 "Employee Claims" means:

- (a) all amounts which the Debtor's present or former employees would have been entitled to receive under Section 136(1)(d) *BIA* if the Debtor had become bankrupt on the Proposal Date as well as wages, salaries, commissions or compensation for services rendered from and after the Proposal Date up to and including the date of Approval of this Proposal, together with, in the case of traveling salesmen, disbursements properly incurred by those salesmen in and about the Debtor's business during the same period, all as envisaged by Section 60(1.3) *BIA*; and
- (b) to the extent that the Debtor participated in a "prescribed pension plan" as envisaged by Section 60(1.5) *BIA*, all amounts envisaged by Section 60(1.5)(a) *BIA* which may be unpaid on the Proposal Date and which are required to be paid from and after the Proposal Date up to and including the Date of Approval of this Proposal,

and **"Employee Claim"** means any of them;

1.1.16 "Employee Creditors" means all of the Debtor's past and present employees having Employee Claims and **"Employee Creditor"** means any of them;

1.1.17 "Equity Restructuring" has the meaning set forth in the PBI Proposal;

1.1.18 "Ordinary Claims" means all claims other than Crown Claims, Employee Claims, Preferred Claims and Secured Claims, of any nature or source whatsoever, resulting from and/or arising out of any transaction entered into by the Debtor prior to the Proposal Date or any event which occurred prior to the Proposal Date, whether due or not due as of the Proposal Date and includes all such claims which are contingent and unliquidated (once quantified or liquidated) and **"Ordinary Claim"** means any of them. In addition to and notwithstanding the foregoing, "Ordinary Claims" include, under all circumstances:

- (a) all Electing Creditor Claims;
- (b) all claims resulting from or arising out of any breaches of any obligations contracted by the Debtor prior to the Proposal

Date where such breaches occurred (i) at any time prior to the Proposal Date, or (ii) at any time between the Proposal Date and the date hereof; and

- (c) any proof of claim which may be filed by a Secured Creditor in excess of the Value of such Secured Creditor's Security, as envisaged by **Paragraph 6.2.3** hereof.

1.1.19 "Ordinary Creditors" means all persons having Ordinary Claims and **"Ordinary Creditor"** means any of them;

1.1.20 "PBI" means "Power Battery (Iberville) Ltd./Batteries Power (Iberville) Ltée;

1.1.21 "PBI Proposal" means the "Proposal" made by PBI under even date herewith pursuant to the relevant provisions of the *BIA* (including a reorganization under the relevant provisions of the *BCBA*) as well as any and all future amendments thereto;

1.1.22 "PCC" means Power Canada Cables Ltd./Les Câbles Power Canada Ltée;

1.1.23 "PCC Proposal" means the "Proposal" made by PCC under even date herewith pursuant to the relevant provisions of the *BIA* as well as any and all future amendments thereto;

1.1.24 "Postponed Claims" means any and all Ordinary Claims and any and all Secured Claims of any or all of the Postponing Creditors, as well as, any and all other claims, of any nature or source whatsoever, of any or all of the Postponing Creditors against the Debtor which existed as at the Proposal Date;

1.1.25 "Postponing Creditors" means each and every one of PBI, PCC, Les Investissements Rasmussen Inc., William A. Rasmussen and any other person which is "related" to William A. Rasmussen (as envisaged by Section 4 *BIA*) and **"Postponing Creditor"** means any of them;

1.1.26 "Preferred Claims" means all claims, other than Employee Claims, as set forth and described in Sections 136(1)(a) through 136(1)(c) *BIA* and in Sections 136(1)(e) through 136(1)(j) *BIA*, being such claims directed by the *BIA* to be paid in priority to all other claims in the distribution of the property of a bankrupt to the extent applicable to this Proposal and **"Preferred Claim"** means any of them;

1.1.27 "Preferred Creditors" means all persons having Preferred Claims and **"Preferred Creditor"** means any of them;

1.1.28 "Proposal" means the "Proposal" as well as any and all future amendments hereto, which amendments may be made at any time prior to a vote by the Creditors hereon or by the Court at the time of Approval;

1.1.29 "Proposal Conditions" means the occurrence and/or fulfillment of each of each and every one of the following conditions precedent (unless expressly waived in writing, in whole or in part, by both the Debtor and the Investor), namely:

- (a) the Approval of this Proposal;
- (b) the Approval of the PBI Proposal;
- (c) the Approval of the PCC Proposal; and
- (d) the entering into between the Debtor and each of the Secured Creditors (including, without limitation, National Bank of Canada) of binding agreements restructuring all indebtedness owing by the Debtor to such Secured Creditors on terms and conditions satisfactory to the Debtor;

1.1.30 "Proposal Date" means August 12, 2010, being the date upon which the Debtor filed its Notice of Intention to Make a Proposal pursuant to Section 50.4(1) *BIA*;

1.1.31 "Proposal Expenses" means all proper fees, expenses, liabilities and obligations of the Trustee as well as all legal fees, accounting fees and consulting fees for, in respect of and/or incidental to all proceedings and matters pertaining to the Debtor's notice of intention to make a proposal and the Proposal and includes, without limitation, all advice to the Debtor in connection therewith;

1.1.32 "Proven" with reference to any Crown Claims, Employee Claims, Preferred Claims and Ordinary Claims, all such claims that have been the object of a proof of claim in accordance with Section 124 *BIA*, filed with the Trustee in due time and allowed by the latter. With respect thereto to all such claims:

- (a) contingent and unliquidated claims and claims payable at a future time shall be governed by Sections 121(2) and 121(3) *BIA*;
- (b) every provision of the *BIA* dealing with the right to vote a claim shall apply to this Proposal; and
- (c) Proven Ordinary Claims under successive performance contracts which have not been repudiated or terminated by

the Debtor shall be limited to amounts owing by the Debtor thereunder accruing only up to (but not after) the Proposal Date;

1.1.33 "Secured Claim" means the claim of each Secured Creditor and "Secured Claims" means all of them;

1.1.34 "Secured Creditor" means all creditors holding Security and "Secured Creditor" means any of them;

1.1.35 "Security" means:

- (a) all of the mortgages, hypothecs, pledges, charges, liens or other rights as set forth in and envisaged under the definition of "secured creditor" in Section 2(1) *BIA*; and
- (b) the rights of a lessor under any contract of leasing as envisaged by Articles 1842 and following of the *Civil Code*;

1.1.36 "Trustee" means RSM Richter Inc., the trustee under the Debtor's Notice of Intention to Make a Proposal and the trustee named herein; and

1.1.37 "Value" means, with respect to any claim filed by a Secured Creditor, the value of such Secured Creditor's Security as assessed by the Secured Creditor and accepted by the Trustee or as determined by the Court;

1.2 The paragraph headings herein contained are for ease of reference only, shall not form part of the Proposal and shall not be utilized, in any manner whatsoever, in the interpretation of the Proposal.

1.3 Whenever the context so provides, all references to the masculine shall include the feminine and *vice versa* and all references to the singular shall include the plural and *vice versa*.

1.4 In the event of any inconsistencies or discrepancies between the English language version of the Proposal and the French language version of the Proposal, the English language version of the Proposal shall govern and prevail under all circumstances.

2. PROPOSAL EXPENSES

2.1 All Proposal Expenses, to the extent not already paid by the Debtor in the ordinary course of the Debtor's business, shall be paid by the Debtor in priority to all Preferred Claims, and Ordinary Claims.

3. EMPLOYEE CLAIMS

- 3.1** Subject to **Paragraphs 3.2 and 3.3** hereof, all Proven Employee Claims will be paid in full, immediately after Approval.
- 3.2** With respect to all of the Employee Creditors who are currently employed by the Debtor, all of their Employee Claims have been or shall have been fully paid by the Debtor to such Employees, in the normal course of the Debtor's business.
- 3.3** With respect to the Employee Creditors who are not currently employed by the Debtor (being, for greater certainty, all of the Employee Creditors other than those referred to in **Paragraph 3.2** hereof), all of their Proven Employee Claims will be paid in full on the latest of the following dates, namely:
- 3.3.1** 5 days after acceptance of a valid proof of claim from such Employee Creditor or the Court's definitively determining such proof of claim to be valid;
- 3.3.2** the date of Approval; or
- 3.3.3** the date of receipt of the relevant certificates required in virtue of Section 46 of the *Employment Insurance Act*, Canada.
- 3.4** The Debtor undertakes to request all relevant certificates required in virtue of Section 46 of the *Employment Insurance Act*, Canada upon acceptance of each Employee Claim.

4. CROWN CLAIMS

- 4.1** All Proven Crown Claims, to the extent not already paid by the Debtor in the ordinary course of the Debtor's business, shall be paid in full, within 6 months after Approval or as may otherwise be arranged with the Crown.

5. PREFERRED CLAIMS

- 5.1** Within 30 days following Approval or as may otherwise be arranged with each individual Preferred Creditor, all Proven Preferred Claims of Preferred Creditors, without any interest whatsoever thereon, shall be paid prior to payment of all Ordinary Claims and after payment of all Crown Claims and Employee Claims.

6. SECURED CREDITORS

- 6.1** All Secured Claims shall be paid in accordance with existing agreements with each relevant Secured Creditor or as may be otherwise agreed with each such Secured Creditors;

6.2 For greater certainty:

6.2.1 This Proposal is not addressed to the Secured Creditors;

6.2.2 All Secured Creditors and their Secured Claims shall not, in any manner whatsoever, be affected or bound by this Proposal to the extent of their Secured Claims; and

6.2.3 If a Secured Creditor chooses to file a proof of claim and values its Security in order to be considered as an Ordinary Creditor, then the Proven claim of each such Secured Creditor in excess of the Value of its Security shall be included in the class of Ordinary Claims under this Proposal unless such Secured Creditor has agreed otherwise in writing.

7. SUBSEQUENT CLAIMS

7.1 All claims arising in respect of property supplied, services rendered or other consideration given to the Debtor subsequent to the Proposal Date, including, without limitation, all salaries, remuneration and other compensation of the Debtor's employees for current services, have been or shall be paid in full by the Debtor in the ordinary course of the Debtor's business.

8. ORDINARY CLAIMS

8.1 At any time within (but not after) 15 days following Approval, any Ordinary Creditor may elect in writing (as provided for in its proof of claim or in any other manner acceptable to the Trustee) to receive the lesser of \$200.00 or the amount of its Proven Ordinary Claim or to irrevocably and unconditionally reduce such Proven Ordinary Claim to \$200.00, whereupon:

8.1.1 any such Proven Ordinary Claim in excess of \$200.00 shall be deemed, for all purposes, to have been irrevocably and unconditionally reduced to \$200.00 and the Ordinary Creditor having a Proven Ordinary Claim in excess of \$200.00 shall be deemed to have irrevocably and unconditionally waived and renounced to any rights to file a proof of claim in this Proposal in excess of \$200.00 or to participate in any further amount of the Dividend; and

8.1.2 any such Ordinary Creditor shall be treated as an Electing Creditor and such Ordinary Creditor's Ordinary Claim shall be treated as an Electing Creditor Claim under this Proposal.

8.2 The following shall be paid by the Debtor, without any interest thereon whatsoever, in full and final settlement, release and discharge of all Ordinary Claims (collectively the "**Dividend**"), namely:

8.2.1 the full amount of all Proven Electing Creditor Claims shall be paid to the Trustee, no later than 60 days following Approval, for distribution to all Electing Creditors as herein set forth, in full and final settlement, release and discharge of all Electing Creditor Claims; and

8.2.2 an amount of \$20,000.00 (less all amounts set forth in **Section 8.2.1** hereof) shall be paid to the Trustee, no later than 60 days following Approval, for distribution on a *pro rata* basis to all Ordinary Creditors (other than Electing Creditors) as herein set forth.

8.3 All amounts referred to in **Section 8.2** shall be paid by the Debtor to the Trustee no later than 60 days following Approval and shall thereafter be distributed by the Trustee to the Ordinary Creditors, according to the amount of their respective Proven Ordinary Claims, as follows:

8.3.1 the amount set forth in **Section 8.2.1** hereof shall be distributed by the Trustee to the Electing Creditors according to the amounts of their respective Proven Electing Creditor Claims; and

8.3.2 the amounts set forth in **Section 8.2.2** shall be distributed by the Trustee to the Ordinary Creditors (other than the Electing Creditors), on a *pro rata* basis, according to the amounts of their respective Proven Ordinary Claims.

8.4 The Dividend, without any interest whatsoever thereon, once paid by the Debtor to the Trustee in accordance with the provisions of this Proposal, shall constitute full and final settlement of and shall operate as a complete release and discharge of all Ordinary Claims.

9. UNAFFECTED CREDITORS

9.1 All creditors of the Debtor other than the Creditors shall be unaffected and not bound by this Proposal except to the extent set forth in this Proposal;

10. CLAIMS AGAINST DIRECTORS

10.1 In accordance with Section 50(13) BIA, Approval of the Proposal shall be deemed, for all purposes whatsoever, to constitute the complete release and discharge of all claims, of any nature or source whatsoever, of all Creditors and any other persons against all of the Debtor's past and present directors which arose before the Proposal Date and which relate to obligations of the Debtor where such directors are by law liable in their

capacity as directors for payment of such obligations.

- 10.2** Nothing in the Proposal shall be deemed, in any manner whatsoever, to constitute any acknowledgement of any liability or obligations of any of the Debtor's past or present directors.

11. PREFERENCES, TRANSFERS AT UNDER VALUE, ETC.

- 11.1** All of the provisions of and all rights, remedies and recourses under and/or pursuant to:

11.1.1 Sections 95 through 101 *B/A*;

11.1.2 Articles 1631 through 1636 of the *Civil Code of Québec*; and

11.1.3 all other provisions of law, rights, remedies and recourses similar to the provisions of law, rights, remedies and recourses set forth in **Sections 11.1.1** and/or **11.1.2** hereof in any province of Canada other than the Province of Québec,

shall not, in any manner whatsoever, apply to this Proposal.

- 11.2** As a result of and in accordance with the provisions of **Section 11.1** hereof and all of the rights, remedies, recourses and claims therein described:

11.2.1 all of such provisions, rights, remedies and recourses and any claims based thereon shall be completely unavailable to the Trustee or any Creditors against the Debtor, any of the Debtor's property, any other Creditor or any other person whatsoever; and

11.2.2 the Trustee and all of the Creditors shall be deemed, for all purposes whatsoever, to have irrevocably and unconditionally waived and renounced to such provisions, rights, remedies and recourses and any claims based thereon against the Debtor, the Debtor's property, any other Creditor or any other persons,

arising from and/or as a result of any matter whatsoever which occurred at any time prior to the Proposal Date.

12. COMMITTEE

- 12.1** A committee (the "**Committee**") of up to 5 individuals shall be appointed by the Ordinary Creditors at a meeting of the Creditors called to consider the Proposal. Such Committee shall be thereafter deemed to have been formed and constituted for the purposes hereafter set forth.

- 12.2** The powers of the Committee shall be limited to the following:

12.2.1 to advise the Trustee in connection with the Trustee's actions under the Proposal, as the Trustee may, from time to time, request;

12.2.2 to postpone, suspend or cause the postponement or suspension of Approval, if deemed necessary by the Trustee and the Committee;

12.2.3 to advise the Trustee concerning any dispute which may arise as to the validity or valuation of any proofs of claim under the Proposal; and

12.2.4 to authorize the deferment of any payment of any of the Dividend under the terms of **Section 8.2** hereof, either in whole or in part, and entirely at the discretion of the Committee.

13. POSTPONED CLAIMS

13.1 Subject to the occurrence and/or fulfillment of each and every one of the Proposal Conditions, each of the Postponing Creditors hereby unconditionally and irrevocably:

13.1.1 subordinates and postpones its entire Postponed Claim to and in favour of full payment of all of the Dividends, such that each of the Postponing Creditors shall not be entitled to receive any payment from the Debtor of any principal of or interest on its Postponed Claim unless and until all of the Dividends shall have been fully paid to the Ordinary Creditors as set forth in the Proposal; and

13.1.2 waives and renounces to any right to prove the whole or any portion of its Postponed Claim as an Ordinary Claim under the Proposal.

13.2 Nothing set forth in **Section 13.1** hereof shall restrict or prohibit any sale or transfer by any Postponing Creditor of its Postponed Claim, provided always that such Postponed Claim has not been repaid by the Debtor and remains owing by the Debtor.

13.3 The provisions of **Section 13.1** hereof shall survive:

13.3.1 any annulment of the Proposal; or

13.3.2 any bankruptcy of the Debtor occurring after occurrence and/or fulfillment of each and every one of the Proposal Conditions but prior to satisfaction of the Proposal.

13.4 Prior to the vote of the Creditors on this Proposal, the Debtor shall provide the Trustee with a written undertaking from each of the Postponing Creditors whereby each of the Postponing Creditors, subject to the

occurrence and/or fulfillment of all of the Proposal Conditions, shall agree to the subordinations and postponements set forth in **Section 13.1** hereof. Nothing herein contained shall constitute any agreement or undertaking by the Postponing Creditors to agree to such subordinations and postponements unless and until such written undertakings is delivered to the Trustee as aforesaid.

14. POWERS OF THE TRUSTEE

14.1 Subject to the rights of the Secured Creditors, the Trustee shall have the following rights, powers and authority, namely:

14.1.1 to have full access to the Debtor's premises as well as the Debtor's books, records and documents in order to obtain such information on the Debtor's activities as the Trustee may consider appropriate, in its sole discretion; and

14.1.2 to examine, accept or contest any security or alleged security of any Secured Creditor or the evaluation thereof.

14.2 The rights, powers and authority set forth and enumerated in **Section 14.1** hereof are in addition to and not in lieu of all of the Trustee's rights, powers and authorities under the *BIA* and any other applicable laws.

15. TRUSTEE

15.1 The Trustee will be the trustee under the Proposal. All monies payable to the Creditors affected by the Proposal shall be paid over to the Trustee which shall make all payments provided for hereunder (including, without limitation, payment of the Dividend), in accordance with the provisions of the Proposal.

16. NOTICE OF PRESENTATION OF APPROVAL MOTION

16.1 Each of:

16.1.1 the Creditors; and

16.1.2 the official receiver (as defined in the *BIA*),

are hereby given notice that, after acceptance of this Proposal by the Creditors entitled to vote thereon in accordance with the relevant provisions of the *BIA*, the Trustee and/or the Debtor will present an application to the Court (the "**Approval Motion**") for Approval;

16.2 The Approval Motion will be presented before the Court (namely the Commercial Division of the Québec Superior Court for the District of Montreal in **Room 16.10** of the Palais de Justice, 1 Notre Dame Street,

East, City of Montreal, Province of Québec on **December 21, 2010 at 9 o'clock a.m.** or so soon thereafter as counsel may be heard.

- 16.3** The forwarding of this Proposal to the Creditors, and the official receiver (as defined in the *BIA*) shall avail, for all purposes, as valid and proper signification and service of the Approval Motion on all of the Creditors, and the official receiver (as defined in the *BIA*).

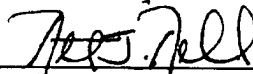
17. PROPOSAL CONDITIONS

- 17.1** This Proposal is expressly subject to the occurrence and/or fulfillment of each and every one of the Proposal Conditions by no later than the date of presentation of the Approval Motion before the Court as set forth in **Section 16.2** above (or such later date as may be agreed to in writing by both the Debtor).
- 17.2** In the event of the non occurrence and/or unfulfillment of any of the Proposal Conditions within the delay set forth in **Section 17.1** above, then this Proposal shall become null, void and inoperative for all purposes.

Montreal, Province of Québec, Canada
this **1st** day of **December, 2010**.

BATTERIE UNIVERSELLE LTÉE

Per:



Régis Rehel, President



WITNESS

District of: Quebec
 Court No. 01 - Montréal
 Court No. 500-11-039459-108
 Estate No. 41-1393389

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
 Batterie Universelle Ltée
 Of the City of Saint-Leonard
 In the province of Quebec

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 12th day of August 2010. 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
1,034,246.41	150,000.00
Balance of claims unsecured as per list "A"	2. Trade fixtures, etc.
15,606,000.00	50,000.00
Total unsecured creditors	3. Accounts receivable and other receivables, as per list "E"
16,640,246.41	Good
2. Secured creditors value of security as per list "B"	150,000.00
350,000.00	Doubtful
3. Preferred creditors as per list "C"	0.00
18,000.00	Bad
4. Contingent, trust claims or other liabilities as per list "D"	124,000.00
estimated to be reclaimable for	Estimated to produce
0.00	150,000.00
Total liabilities	4. Bills of exchange, promissory note, etc., as per list "F"
17,008,246.41	0.00
Surplus	5. Deposits in financial institutions
NIL	0.00
	6. Cash
	0.00
	7. Livestock
	0.00
	8. Machinery, equipment and plant
	0.00
	9. Real property or immovables as per list "G"
	0.00
	10. Furniture
	0.00
	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"
	0.00
	If debtor is a corporation, add:
	Amount of subscribed capital
	40,100.00
	Amount paid on capital
	40,100.00
	Balance subscribed and unpaid
	0.00
	Estimated to produce
	0.00
	Total assets
	350,000.00
	Deficiency
	16,658,246.41

I, Regis J Rehel, of the City of Brossard 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 12th day of August 2010 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 Ville of Montréal in the Province of Quebec,
 on this 2nd day of December 2010.

R. Rudnicki
 Renia Rudnicki, Commissioner of Oaths
 For the Province of Quebec
 Expires Feb. 12, 2011



Regis J Rehel
 Regis J Rehel

District of Quebec
 Division No. 01 - Montréal
 Court No. 500-11-039459-108
 Estate No. 41-1393389

- FORM 78 - Continued -

List "A"
 Unsecured Creditors
 Batterie Universelle Ltée

No.	Name of creditor	Address	Unsecured claim	Balance of claim unsecured	Total claim
1	ACTIVE-TECH ELECTRONIQUE INC.	6080 B. METROPOLITAIN EST MONTREAL QC H1S 1A9	84.65	0.00	84.65
2	AEG POWER SOLUTIONS INC.	UNIT 1 & 2 2680 FOURTEENTH AVE. MARKHAM ON L3R 5B2	857.58	0.00	857.58
3	AMPERGEN (FORMERLY KNOWN AS N.A.B.C.) *	P.O. BOX 847478 BOSTON MA 02284 USA	11,694.89	0.00	11,694.89
4	AUTOMATES PREBEC, DIVISON (ENTREP. DIST. ROLAMO)	11875 , RUE THIER MONTREAL NORD QC H1H 3H5	188.99	0.00	188.99
5	AVENUE LTEE	UNIT #2 331 ALDEN ROAD MARKHAM ON L3R 3L4	59.78	0.00	59.78
6	BANQUE NATIONALE DU CANADA	600 DE LA GAUCHETIERE O. MONTREAL QC H3B 4L2	0.00	15,606,000.00	15,606,000.00
7	BARBEAU VITRES D'AUTOS	6975 BOMBARDIER ST-LEONARD QC H1P 3G6	383.72	0.00	383.72
8	BATTERIE COMMERCIALE LTEE	173 , AVENUE LABROSSE POINTE-CLAIRE QC H9R 1A3	9,591.00	0.00	9,591.00
9	BATTERIE DIXON INC.	5640 AVENUE LOUIS HEBERT MONTREAL QC H2G 2E8	14,834.00	0.00	14,834.00
10	BGL BROKERAGE LTD	SUITE 123 300 ST-SACREMENT MONTREAL QC H2Y 1X4	1,480.00	0.00	1,480.00
11	CANADIAN TIRE ACCEPTANCE LTD, COMPTES RECEVABLES	P.O. BOX 5000 WELLAND ON L3B 5W3	18.39	0.00	18.39
12	CANON CANADA INC.	P.O. BOX 77271, RPO COURTNEY PARK MISSISSAUGA ON L5T 2P4	46.00	0.00	46.00
13	CANTEC SYSTEMS LIMITED	1573 LAPERRIERE AVENUE OTTAWA ON K1Z 7T3	2,229.76	0.00	2,229.76
14	CEB COURRIER	2045 RUE DE LA METROPOLE LONGUEUIL QC J4G 1S9	275.00	0.00	275.00
15	CHAUSSURES BELMONT INC.	2148 BEAUBIEN EST MONTREAL QC H2G 1M6	108.37	0.00	108.37
16	CHLORIDE CANADA	2103 HALPERN AVE ST-LAURENT QC H4S 1S3	21,259.00	0.00	21,259.00
17	CYGNAL TECHNOLOGIES	SUITE 200 120 EAST BEAVER CREEK RD. RICHMOND HILL ON L4B 4V1	304.76	0.00	304.76
18	DISTRIBUTION PRAXAIR INC.	3200 PITFIELD ST-LAURENT QC H4S 1K6	247.00	0.00	247.00
19	DISTRIBUTIONS REVOLUTECH	2901 BERGMAN LAVAL QC H7L 3Y5	1,391.59	0.00	1,391.59
20	EASTERN BATTERY SYSTEMS	P.O. BOX 1249 MONCTON NB E1C 8P9	418.00	0.00	418.00
21	EAU PURE PLUS	2250 BELANGER EST MONTREAL QC H2G 1C6	62.00	0.00	62.00

02-Dec-2010

Date


 Regis J Rehel

District of Quebec
 Division No. 01 - Montréal
 Court No. 500-11-039459-108
 Estate No. 41-1393389

-- FORM 78 -- Continued --

List "A"
 Unsecured Creditors
 Batterie Universelle Ltée

No.	Name of creditor	Address	Unsecured claim	Balance of claim unsecured	Total claim
22	EXPRESS TOLL ROUTE	407 ETR P.O. BOX 407, STATION D SCARBOROUGH ON M1R 5J8	1.33	0.00	1.33
23	FORD ELECTRIQUE FOURNITURE	175 GRAVELINE ST-LAURENT QC H4T 1R3	551.00	0.00	551.00
24	GAZ METROPOLITAIN	1717, RUE DU HAVRE MONTREAL QC H2K 2X3	27.00	0.00	27.00
25	GILLETTE CANADA COMPANY	4711 Yonge Street North York ON M2N 6K8	162.33	0.00	162.33
26	GMAC	333 BOUL. DE LA COTE VERTU, SUITE 900 MONTREAL QC H4R 2N1	0.00	0.00	0.00
27	GNB INDUSTRIAL POWER DIVISION OF EXIDE TECHNOLOGIE	P.O. BOX 46265 STATION A TORONTO ON M5W 4K9	1,128.75	0.00	1,128.75
28	GROUPE PAGES JAUNES	P.O. BOX 11788 STATION CENTRE VILLE MONTREAL QC H3C 0C2	266.09	0.00	266.09
29	HYDRO QUEBEC	140, CREMAZIE OUEST, 1E ETAGE MONTREAL QC H2P 1C3	1,624.00	0.00	1,624.00
30	IMPRIMERIE M.L	121 RUE BERBARD ST-JEAN SUR LE RICHELIEU QC J3B7X1	448.12	0.00	448.12
31	INDUSTRIES DESORMEAU INC	8195 PASCAL GAGNON ST-JEAN-SUR-RICHELIEU QC H1P 1Y5	56.00	0.00	56.00
32	LAREAU ET FILS ASSURANCE INC	P.O. BOX 580 353 ST-JACQUES NAPIERVILLE QC J0J 1L0	4,418.00	0.00	4,418.00
33	MAC-MOTOR APPLIANCE CORPORATION *	P.O. BOX 293 WASHINGTON MO 63166 USA	3,103.38	0.00	3,103.38
34	MATRIX ENERGY	296 LABROSSE POINTE-CLAIRE QC H9R 5L8	4,798.00	0.00	4,798.00
35	MERCHANT RETAIL SUPPLIES	SUITE 300 6875, BOUL. DECARIE MONTREAL QC H3W 3E4	981.63	0.00	981.63
36	METRO NORAMCO	3490 GRIFFITH ST., ST-LAURENT QC H4T 1A7	819.47	0.00	819.47
37	MINISTRE DU REVENU DU QUEBEC	1600, BOUL RENE-LEVESQUE OUEST 3E ETAGE MONTREAL QC H3H 2V2	1,017.00	0.00	1,017.00
38	O-MAX INC.	102 ALEXANDRA VALLEYFIELD QC J2S 3K2	35.00	0.00	35.00
39	ON POWER SYSTEMS INC.	1120 DE LA FAYETTE BLVD. LONGUEUIL QC J4K 3B3	880.43	0.00	880.43
40	PHILADELPHIA SCIENTIFIC *	207 PROGRES DRIVE MONTGOMERYVILLE PA 18936 USA	759.89	0.00	759.89
41	PITNEY BOWES	P.O. BOX 278 ORANGEVILLE ON L9W 2Z7	108.00	0.00	108.00
42	POWER BATTERY COMPANY INC.*	25 MCLEAN PatTERSON NJ-	282,010.00	0.00	282,010.00

02-Dec-2010

Date


 Regis J Rehel

District of Quebec
 Division No. 01 - Montréal
 Court No. 500-11-039459-108
 Estate No. 41-1393389

-- FORM 78 -- Continued --

List "A"
 Unsecured Creditors

Batterie Universelle Ltée

No.	Name of creditor	Address	Unsecured claim	Balance of claim unsecured	Total claim
43	POWER BATTERY IBERVILLE	770 THOMAS St Jean sur Richelieu QC	552,289.00	0.00	552,289.00
44	POWER CANADA CABLES LTD.	770 THOMAS St Jean sur Richelieu QC	20,384.00	0.00	20,384.00
45	PR VENTION INCENDIE	2805 , BOUL LOSCH ST-HUBERT QC J3Y 3V6	338.63	0.00	338.63
46	RESSORT IDEAL LTEE	8950 PASCAL-GAGNON ST-LEONARD QC H1P 1Z3	1,588.15	0.00	1,588.15
47	ROSSPAR LIMITED	17-1755 PLUMMER ST PIUKERING ON L1W 3S1	1,000.00	0.00	1,000.00
48	ROVER & ROVER INTERNATIONALE INC	52 RUE D'AUVERGNE GATINEAU QC J8T 1H3	16,620.00	0.00	16,620.00
49	ROY FOSS MOTORS LTD	2345 AUTOROUTE DES LAURENTIDES SUITE 100 LAVAL QC H7S 1Z7	2,174.00	0.00	2,174.00
50	ROZON BATTERIE INC.	228 JEAN TALON ST-JEAN SUR LE RICHELIEU QC J2W 1J2	27.00	0.00	27.00
51	SELECTCOM TELECOM	5320 JEAN TALON EST MONTREAL QC H1S 1L3	1,375.00	0.00	1,375.00
52	SK RESEAUTIQUE	2500 AVE. DE LA VOLIERE LAVAL QC H7L 4B6	243.81	0.00	243.81
53	STATION	390 TAPSCOTT RD UNIT 5 SCARBOROUGH ON M1B 2Y9	5,289.00	0.00	5,289.00
54	SURETTE BATTERY COMPANY LTD	P.O. BOX 2020 SPRINGHILL NS B9M 1X0	48,400.97	0.00	48,400.97
55	SYSTEME D'ENERGIE RONAC	180 AVE DU VOYAGEUR POINTE-CLAIRE QC H9R 6A8	395.00	0.00	395.00
56	TELEBEC MOBILITE	P.O. BOX 1274 201 , RUE ST-ANTOINE OUEST MONTREAL QC H2Y 3K5	355.86	0.00	355.86
57	TELUS MOBILITE	P.O. BOX 11049, STATION CENTRE-VILLE MONTREAL QC H3C 4Y5	506.00	0.00	506.00
58	TRANSPORT BOURASSA	800 RUE DIJON ST-JEAN-SUR-RICHELIEU QC J3B 8G3	460.67	0.00	460.67
59	TRANSPORT THIBODEAU SAGUEL	128 2IEME AVENUE PORTNEUF QC G0A 2Y0	176.00	0.00	176.00
60	USINAGE LEBRO MACHINING	6330 BOUL. GRANDES PRAIRIES ST-LEONARD QC H1P 1A2	316.05	0.00	316.05
61	VULCAN ELECTRIC CO. INC.	40 TELSON ROAD MARKHAM ON L3R 1E5	333.51	0.00	333.51
62	WURTH CANADA LTEE	6330 TOMKEN ROAD MISSISSAUGA ON L5T 1N2	329.40	0.00	329.40
63	ZUS EXCHANGE 1 0434	--	12,914.46	0.00	12,914.46

02-Dec-2010

Date


 Régis J Rehel

District of Quebec
Division No. 01 - Montréal
Court No. 500-11-039459-108
Estate No. 41-1393389

- FORM 78 -- Continued --

	Total:	1,034,246.41	15,606,000.00	16,640,246.41
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02-Dec-2010

Date


Régis J Rehel

District of Quebec
 Division No. 01 - Montréal
 Court No. 500-11-039459-108
 Estate No. 41-1393389

-- FORM 78 -- Continued --

List "B"
 Secured Creditors

Batterie Universelle Ltée

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim unsecured
1	BANQUE NATIONALE DU CANADA	600 DE LA GAUCHETIERE O. MONTREAL QC H3B 4L2	15,956,000.00	Business Assets - Trade Fixtures - Office and Fixture equipment Debts Due - Business - Accounts receivable Business Assets - Stock In Trade - Inventory		50,000.00 150,000.00 150,000.00		15,606,000.00
Total:			15,956,000.00			350,000.00	0.00	15,606,000.00

02-Dec-2010

Date


 Regis J Rehel

District of Quebec
Division No. 01 - Montréal
Court No. 500-11-039459-108
Estate No. 41-1393389

- FORM 78 -- Continued --

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

Batterie Universelle Ltée

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	VACATIONS	- --		-	18,000.00	0.00	18,000.00
Total:					18,000.00	0.00	18,000.00

02-Dec-2010

Date


Regis J Rehel

**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.
- The creditor must state the full and complete legal name of the Company or the claimant.

PARAGRAPH 3 OF THE PROOF OF CLAIM

- A detailed statement of account must be attached to the proof of claim and must show the date, the invoice number and the dollar amount of all the invoices or charges, together with the date, the number and the amount of all credits or payments. A statement of account is not complete if it begins with an amount brought forward. In addition, a creditor must indicate his/her address, phone number, fax number and E-mail address.

PARAGRAPH 4 OF THE PROOF OF CLAIM

- An unsecured creditor (subparagraph (A)) must check and state whether or not a priority rank is claimed under Section 136 of the Bankruptcy and Insolvency Act.
- A claim of landlord (subparagraph (B)) for disclaimer of lease must be completed with full particulars and calculations.
- A secured creditor must complete subparagraph (C) and attach a copy of the security documents.
- A farmer, fisherman or aquaculturist must complete subparagraph (D).
- A wage earner must complete subparagraph (E), if applicable.
- A claim against director(s) (subparagraph (F)), in a proposal which compromises a creditor's claim, must contain full particulars and calculations.
- A customer of a bankrupt securities firm must complete subparagraph (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, by striking out that which is not applicable.

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 initial bankruptcy event, in the case where the claimant and the debtor are **not related**;
 - b) within the **twelve months** preceding the initial bankruptcy event, in the case where the claimant and the debtor are **related**.
- PROXY**
 - a) A creditor may vote either in person or by proxy;
 - b) A debtor may not be appointed as proxy to vote at any meeting of the creditors;
 - c) The Trustee may be appointed as a proxy for any creditor;
 - d) In order for a duly authorized person to have a right to vote he must himself be a creditor or be the holder of a properly executed proxy. The name of the creditor must appear in the proxy.

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)

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

In the Matter of the Proposal of **Batterie Universelle Ltée** of the City of St-Léonard, Province of Quebec, and the claim of _____, creditor.

I, _____ (name of creditor or representative of the creditor), of _____ (city and province), do hereby certify:

1. That I am a creditor of the above-named debtor (or that I am _____ (state position or title) of _____ (name of creditor or representative of the creditor)).
2. That I have knowledge of all of the circumstances connected with the claim referred to below.
3. That the debtor was, at the date of the filing of the Notice of Intention to make a Proposal, namely August 12, 2010, 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 do not claim a right to a priority.

(**Ordinary Creditor**)

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

(**Preferred Creditor**)

(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).

FORM 31 (Continued)

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 (or the above-named creditor is) (or am not or is not) related to the debtor within the meaning of section 4 of the Act, and have (or has) (or have not or 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, 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 subsection 2(1) of the Act: (provide details of payments, credits and transfers at undervalue)

Dated at _____, this _____ day of _____

Creditor

Witness

Telephone number: _____ Fax number: _____

E-mail address: _____

NOTES: 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.

PROXY

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

In the Matter of the Proposal of Batterie Universelle Ltée

I, _____, of _____
(name of creditor) (name of town or city)

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 _____

Creditor

Per: _____
Name and Title of Signing Officer

Witness

CANADA
Province of Quebec
District of: Quebec
Division No.: 01-Montréal
Court No.: 500-11-039459-108
Estate No.: 41-1393389

SUPERIOR COURT
In Bankruptcy and Insolvency
(Commercial Division)

VOTING LETTER
(Paragraphs 51(1)(f) and 66.15(3)(c) of the Act)

In the Matter of the Proposal of
Batterie Universelle Ltée

I, _____,
(name of creditor)

of _____,
(name of city)

(or I, _____, de _____,
(name of the creditor's representative) (name of the city)

_____ de _____),
(title and function) (name of the creditor)

a creditor in the above matter for the sum of \$ _____, hereby request the trustee acting with respect to the proposal of **Batterie Universelle Ltée**, to record my vote _____ (for or against) the acceptance of the Proposal dated December 1st, 2010

and choose option: **A** The lesser of the proven claim or two hundred dollars (\$200);

- or -

B A *pari passu* and pro rata share of the balance of the distribution of twenty thousand dollars (\$20,000), without interest and penalty.

Dated at _____ this _____ day of _____, 20____.

Witness

Name of individual creditor

- OR -

Name of corporate creditor

Witness

Per: _____
Signature of signing officer

Name and title of signing officer

CANADA
Province of Québec
District of: Québec
Division no.: 01 - Montréal
Court no.: 500-11-039459-108
Estate no.: 41-1393389

SUPERIOR COURT
In Bankruptcy and Insolvency
(Commercial Division)


Notice of Hearing of Application for Court Approval of Proposal
(Paragraph 58(b) of the Act)

In the Matter of the Proposal of
Batterie Universelle Ltée, Debtor

NOTICE is hereby given that an application will be made to the Registrar or to one of the Honorable Judges of the Superior Court sitting in Bankruptcy and Insolvency matters (Commercial Division) for the District of Montreal, at the Court House of Montreal, 1 Notre-Dame Street East, Room 16.10, Montreal, Quebec, H2Y 1B6, on the 21st day of December 2010 at 9:00 a.m. to approve the Proposal of the Debtor should it be duly accepted by the statutory majority of creditors at a meeting to be held on the 17th day of December 2010.

Dated at Montréal, province of Quebec, December 3, 2010.

RSM Richter Inc. – Trustee
Per:



Benoit Gingues, CA, CIRP
2, Place Alexis Nihon, Suite 1820
Montréal (Québec) H3Z 3C2

Telephone: 514.934.3497

Facsimile: 514.934.3504

(français – au recto)