

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.

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CANADA
Province of Québec
District of: Québec
Division No.: 01 - Montréal
Court No.: 500-11-039457-102
Estate No.: 41-1393380

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
Power Battery (Iberville) Ltd

Take notice that Power Battery (Iberville) Ltd 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.

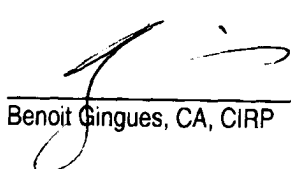
A general meeting of the creditors will be held at the Office of the Superintendent of Bankruptcy at 5 Place Ville Marie, 8th Floor, Montréal, Quebec on December 17, 2010 at 10:00 o'clock A.M.

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 Gingues, CA, CIRP

(français – au recto)

C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

S U P E R I O R C O U R T
(Commercial Division)

NO: 500-11-039457-102

SUPERINTENDENT'S NO:
41-1393380

IN THE MATTER OF THE PROPOSAL OF:

POWER BATTERY (IBERVILLE) LTD./
BATTERIES POWER (IBERVILLE) LTÉE

Debtor

PROPOSAL

(under the provisions of the *BIA*, including a reorganization under
the provisions of the *CBCA*)

POWER BATTERY (IBERVILLE) LTD./BATTERIES POWER (IBERVILLE) 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 PCC Proposal or the BU Proposal, as the case may be) by the statutory majority of Creditors (or PCC's creditors or BU'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 PCC Proposal or the BU 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 17.1** hereof;

1.1.4 "Articles" means the Debtor's Articles of Amalgamation, any and all Articles of Amendment thereto and all Certificates issued in respect thereof in accordance with the relevant provisions of the *CBCA*;

1.1.5 "Articles of Reorganization" means the "Articles of Reorganization" in respect of the Debtor in accordance with Section 191(4) *CBCA* (as well as Sections 59(4) and 66(1.4) *BIA*, to the extent applicable) giving effect to the proposed reorganization of the Debtor, together with such deletions, additions or modifications as the Debtor may make thereto or therefrom at any time prior to the Approval. The Articles of Reorganization shall form part of the Equity Restructuring;

1.1.6 "BIA" means the *Bankruptcy and Insolvency Act*, Canada, RSC 1985, c.B-3, as amended;

1.1.7 "BU" means Batterie Universelle Ltée;

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

1.1.9 "CBCA" means the *Canada Business Corporations Act*, Canada, RSC 1985, c.C-44, as amended;

1.1.10 "Civil Code" means the *Civil Code of Quebec*;

1.1.11 "Committee" has the meaning set forth in **Section 13.1** hereof;

1.1.12 "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;

1.1.13 "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;

1.1.14 "Crown" means Her Majesty in Right of Canada or any province of Canada;

1.1.15 "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;

1.1.16 "Dividend" have the meaning set forth in **Section 8.2** hereof;

1.1.17 "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 \$1,000.00 or the amount of their Ordinary Claims or to reduce their respective Ordinary Claims to \$1,000.00, and **"Electing Creditor Claim"** means any of them;

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

1.1.19 "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;

- 1.1.20 "Employee Creditors"** means all of the Debtor's past and present employees having Employee Claims and **"Employee Creditor"** means any of them;
- 1.1.21 "Equity Restructuring"** has the meaning set forth in **Section 10.3** hereof;
- 1.1.22 "Existing Shares"** means, collectively, all issued and outstanding shares (of any class or category whatsoever) in the Debtor's capital stock as of the Proposal Date;
- 1.1.23 "Holder"** means the holder(s) of the Existing Shares as at the Implementation Date;
- 1.1.24 "Implementation Date"** means such date, after Approval, appearing on the Certificate issued by the Director as defined in and appointed under the CBCA giving effect to the Articles of Reorganization in accordance with the relevant provisions of the CBCA;
- 1.1.25 "Investment"** means the amount of \$1,000,000.00 or such greater amount as the Investor, in his discretion, may determine;
- 1.1.26 "Investor"** means Michel Caron or one or more entities designated by him;
- 1.1.27 "New Shares"** means a class of common, fully-participating voting shares in the Debtor's capital stock to be created by the Articles of Reorganization, having the rights, privileges and restrictions as set forth in the Articles of Reorganization;
- 1.1.28 "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.

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

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

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

1.1.32 "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;

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

1.1.34 "Preferred Claims" means all claims, other than Employee Claims, as set forth and described in Sections 136(1)(a) through 136(1)(c) *B/A* and in Sections 136(1)(e) through 136(1)(j) *B/A*, being such claims directed by the *B/A* 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;

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

1.1.36 "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;

1.1.37 "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 PCC Proposal;
- (c) the Approval of the BU Proposal; and
- (d) the entering into between the Debtor and each of the Secured Creditors (including, without limitation, National Bank of Canada, GE Real Estate Financing Business Property Company and Alter Moneta Corporation) of binding agreements restructuring all indebtedness owing by the Debtor to such Secured Creditors on terms and conditions satisfactory to the Debtor;

1.1.38 "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*;

1.1.39 "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;

1.1.40 "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;

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

1.1.42 "Secured Creditor" means all creditors holding Security and

"Secured Creditor" means any of them;

1.1.43 "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*;

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

1.1.45 "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 \$1,000.00 or the amount of its Proven Ordinary Claim or to irrevocably and unconditionally reduce such Proven Ordinary Claim to \$1,000.00, whereupon:

- 8.1.1** any such Proven Ordinary Claim in excess of \$1,000.00 shall be deemed, for all purposes, to have been irrevocably and unconditionally reduced to \$1,000.00 and the Ordinary Creditor having a Proven Ordinary Claim in excess of \$1,000.00 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 \$1,000.00 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 \$700,000.00 (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. EQUITY RESTRUCTURING

10.1 The Debtor is insolvent and, in consequence thereof, has sought application of the relevant provisions of the *B/A*. The Debtor has no shareholders' equity and as a consequence, the Existing Shares have no value. The Debtor effectively exists, at the present time, for the benefit of its creditors and not for the benefit of Holder of the Existing Shares.

10.2 The only manner by which the Debtor can survive financially, restructure and bring value to its Creditors is for the Debtor to receive a fresh equity investment. The Investor is prepared to make the Investment into the Debtor sufficient to allow the Debtor to fund payment to all Creditors' claims under this Proposal and to provide working capital funds for the Debtor. In consideration of the Investment, the Investor shall receive the issuance by the Debtor to the Investor of the New Shares. It is a condition precedent of the Investor making such Investment that the Equity Restructuring occur, in general, and that all Existing Shares be:

10.2.1 converted into shares redeemable for cancellation by the Debtor for the aggregate price (for all of the Existing Shares) of \$1.00; and

10.2.2 thereafter, be deemed to have been so redeemed for cancellation by the Debtor and cancelled for the aggregate price (for all the Existing Shares) of \$1.00,

all such that the Investor, after the implementation Date, will be and remain the sole shareholder of the Debtor.

10.3 Once this Proposal shall have been accepted by all Creditors entitled to vote thereon in accordance with the relevant provisions of the *B/A*, the Debtor will present the Approval Motion to the Court (as set forth in **Section 17** hereof) seeking Approval, which Approval shall include the ordering, *inter alia*, that the following shall occur as at the Implementation Date (collectively the "**Equity Restructuring**") namely:

10.3.1 with respect to all Existing Shares:

- (a) the conversion of all Existing Shares into shares redeemable for cancellation by the Debtor for the aggregate price (for all Existing Shares) of \$1.00; and
- (b) thereafter, the deemed redemption for cancellation of all Existing Shares by the Debtor for the aggregate redemption price (for all Existing Shares) of \$1.00 and the cancellation of all Existing Shares;

10.3.2 the creation of the New Shares as described in and having the rights, privileges and restrictions set forth in the Articles of Reorganization; and

10.3.3 such other amendments and/or restating of the Articles as set forth in the Articles of Reorganization,

the Debtor retaining the right, at any time prior to Approval, to make such further deletions, additions or modifications, as the Debtor may deem appropriate, to the Equity Restructuring, such that the term "**Equity Restructuring**" shall include such deletions, additions or further modifications so made by the Debtor.

10.4 Immediately following Approval, the Debtor will send the Articles of Reorganization to the "Director" (as envisaged by Section 191(4) *CBCA*) in order to obtain from such "Director" a certificate confirming the Equity Restructuring (as envisaged by Section 191(5) *CBCA*).

10.5 Subject to occurrence of Approval and the issuance by the "Director" (as envisaged in Section 191(5) *CBCA*) of a certificate affecting the Equity

Restructuring (as envisaged by Section 191(4) *CBCA*), the Investor will, immediately following the Implementation Date, make and advance the Investment to or on behalf of the Debtor or to the Trustee in a timely manner (as has been agreed and/or may hereafter be agreed between the Debtor and the Investor) in order to fund all of the payments by the Debtor to the Creditors as envisaged by this Proposal. In consideration of such Investment, the Debtor shall, contemporaneously with the making and advancing of such Investment, issue such number of New Shares to the Investor at the issue price of \$1.00 per New Share for the full amount of the Investment.

- 10.6** The implementation of the Equity Restructuring is and shall remain a condition precedent (and one of the Proposal Conditions) to the performance of this Proposal. As a consequence, any acceptance by the Creditors of this Proposal shall include approval of the Equity Restructuring. In the event that Approval does not order the Equity Restructuring, then no Approval shall be deemed to have occurred and this Proposal shall be deemed, for all purposes, to have not been accepted or approved as required pursuant to the relevant provisions of the *BIA*.
- 10.7** Prior to the vote of the Creditors on this Proposal, the Debtor shall provide the Trustee with a written undertaking by the Investor whereby the Investor, subject to occurrence and/or fulfillment of all of the Proposal Conditions, shall agree to make the Investment. Nothing herein contained shall constitute any agreement or undertaking by the Investor to make such Investment unless and until such written undertaking is delivered to the Trustee as aforesaid.

11. CLAIMS AGAINST DIRECTORS

- 11.1** 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.
- 11.2** 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.

12. PREFERENCES, TRANSFERS AT UNDER VALUE, ETC.

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

12.1.1 Sections 95 through 101 *BIA*;

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

12.1.3 all other provisions of law, rights, remedies and recourses similar to the provisions of law, rights, remedies and recourses set forth in **Sections 12.1.1** and/or **12.1.2** hereof in any province of Canada other than the Province of Québec,

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

12.2 As a result of and in accordance with the provisions of **Section 12.1** hereof and all of the rights, remedies, recourses and claims therein described:

12.2.1 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

12.2.2 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.

13. COMMITTEE

13.1 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.

13.2 The powers of the Committee shall be limited to the following:

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

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

13.2.3 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

13.2.4 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.

14. **POSTPONED CLAIMS**

14.1 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:

14.1.1 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

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

14.2 Nothing set forth in **Section 14.1** 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.

14.3 The provisions of **Section 14.1** hereof shall survive:

14.3.1 any annulment of the Proposal; or

14.3.2 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.

14.4 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 14.1** 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.

15. **POWERS OF THE TRUSTEE**

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

15.1.1 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 it's sole discretion; and

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

15.2 The rights, powers and authority set forth and enumerated in **Section 15.1** 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.

16. TRUSTEE

16.1 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.

17. NOTICE OF PRESENTATION OF APPROVAL MOTION

17.1 Each of:

17.1.1 the Creditors;

17.1.2 the Holder; and

17.1.3 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 (which will include the ordering of the Equity Restructuring);

17.2 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.

17.3 The forwarding of this Proposal to the Creditors, the Holder 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, the Holder and the official receiver (as defined in the *BIA*).

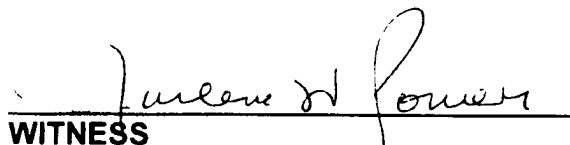
18. PROPOSAL CONDITIONS

18.1 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 17.2** above (or such later date as may be agreed to in writing by both the Debtor and the Investor).

18.2 In the event of the non occurrence and/or unfulfillment of any of the Proposal Conditions within the delay set forth in **Section 18.1** above, then this Proposal shall become null, void and inoperative for all purposes.

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

**POWER BATTERY (IBERVILLE) LTD./
BATTERIES POWER (IBERVILLE) LTÉE**
Per:


WITNESS


Régis Rehel, President

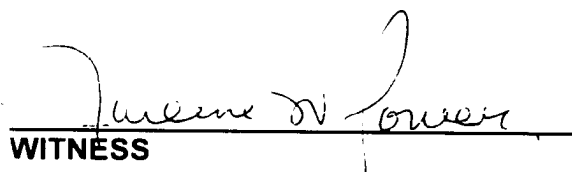
POWER BATTERY CO., INC. a New Jersey (U.S.A.) corporation, hereby:

- (i) confirms that it is the Holder of all of the Existing Shares;
- (ii) consents, for all purposes, to the Equity Restructuring in all respects;
- (iii) acknowledges receipt of this Proposal, in general, and notice of the hearing of the Approval Motion contained in this Proposal, in particular, to avail, for all purposes, in lieu of service of such Approval Motion; and
- (iv) consents, for all purposes, to the granting by the Court of the Approval Motion in all respects.

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

POWER BATTERY CO., INC.

Per:


WITNESS


Régis Rehel, President

District of: Quebec
Court No. 01 - Montréal
Court No. 500-11-039457-102
Estate No. 41-1393380

☒ 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
Power Battery (Iberville) Ltd.
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)	
1. Unsecured creditors as per list "A"	8,665,385.92
Balance of claims unsecured as per list "A" ..	12,919,307.81
Total unsecured creditors	21,584,693.73
2. Secured creditors value of security as per list "B"	11,884,360.43
3. Preferred creditors as per list "C"	300,000.00
4. Contingent, trust claims or other liabilities as per list "D" estimated to be reclaimable for	0.00
Total liabilities	33,769,054.16
Surplus	NIL

ASSETS	
(as stated and estimated by the officer)	
1. Inventory	2,000,000.00
2. Trade fixtures, etc.	0.00
3. Accounts receivable and other receivables, as per list "E"	
Good	1,800,000.00
Doubtful	0.00
Bad	14,190,000.00
Estimated to produce	1,800,000.00
4. Bills of exchange, promissory note, etc., as per list "F" ..	0.00
5. Deposits in financial institutions	0.00
6. Cash	0.00
7. Livestock	0.00
8. Machinery, equipment and plant	5,000,000.00
9. Real property or immovables as per list "G"	3,760,000.00
10. Furniture	0.00
11. RRSPs, RRIFs, 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	227,017.50
Amount paid on capital	227,017.50
Balance subscribed and unpaid	0.00
Estimated to produce	0.00
Total assets	12,560,000.00
Deficiency	21,209,054.16

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. 500-11039457-102
Estate No. 41-1393380

- FORM 78 - Continued -

List "A"
Unsecured Creditors
Power Battery (Iberville) Ltd

No.	Name of creditor	Address	Unsecured claim	Balance of claim unsecured	Total claim
1	A.N. FREEDMAN, INC.	SUITE 2107 2021 ATWATER MONTREAL QC H3H 2P2	1,038.02	0.00	1,038.02
2	ACCUMA CORPORATION *	133 FANJOY ROAD STATESVILLE NC 28625 USA	290,816.69	0.00	290,816.69
3	ACIERS ROBOND INC.	1795 BOUL. INDUSTRIEL MAGOG QC J1X 5P2	1,630.60	0.00	1,630.60
4	ACTION PLASTIQUE	8470 PASCAL GAGNON ST-LEONARD QC H1P 1Y4	6,744.76	0.00	6,744.76
5	ADF DIESEL (MONTREAL)	2355 BOUL. HYMUS DORVAL QC H9P 1J8	432.32	0.00	432.32
6	ALARME LUMA / TELTECH	892 CHEMIN MARIEVILLE RICHELIEU QC J3L 5Z6	225.75	0.00	225.75
7	ALTER MONETA CORPORATION	101 BOUL. ROLAND THERRIEN LONGUEUIL QC J4H 4B9	0.00	0.00	0.00
8	AMPLEX CHEMICAL PRODUCTS	600 AVENUE DELMAR POINTE-CLAIRE QC H9R 4A8	41,672.44	0.00	41,672.44
9	ANCRA INTERNATIONAL	CIBC BANK P.O. BOX 3766 TORONTO QC M5L 1K1	2,671.67	0.00	2,671.67
10	ANDRE ROY AUTO ELECTRIQUE	266 JACQUES CARTIER ST-JEAN-SUR-RICHELIEU QC J3B 4J8	67.72	0.00	67.72
11	ANI INTERNATIONAL	125 S. WACKER DR. STE 1210 Chicago IL - 60606 USA	0.00	0.00	0.00
12	ARAMARK	4900 RUE FISHER MONTREAL QC H4T 1J6	893.70	0.00	893.70
13	ARC BROUSSEAU INC.	973 BOUL. IBERVILLE IBERVILLE QC J2X 4A8	629.85	0.00	629.85
14	ATELIER DE MECANIQUE YVES DUROCHER INC.	28 RUE FOCH SAINT-JEAN-SUR-RICHELIEU QC J3B 2A3	3,032.22	0.00	3,032.22
15	AUTO-CHEM INC.	33 ROYAL LE GARDEUR QC J5Z 4Z3	335.19	0.00	335.19
16	AXSUN LOGISTICS	4900 ARMAND FRAPPIER ST-HUBERT QC J3Z 1G5	9,507.10	0.00	9,507.10
17	AXSUN LOGISTICS *	4900 ARMAND FRAPPIER ST-HUBERT QC J3Z 1G5	1,895.00	0.00	1,895.00
18	BANQUE LAURENTIENNE-VISA	C.P. 1840 SUCC. B MONTREAL QC H3B 9Z9	576.82	0.00	576.82
19	BANQUE NATIONALE DU CANADA	600 RUE DE LA GAUCHETIERE O. MONTREAL QC H3B 4L2	0.00	12,156,000.00	12,156,000.00
20	BARJAN CANADA ULC	STATION A P.O. BOX 57330 TORONTO ON M5W 5M5	789.66	0.00	789.66
21	BASCH TEXTILES CANADA INC.	20 ROUTE 125 SAINT-ESPRIT QC J0K 2L0	1,354.62	0.00	1,354.62

02-Dec-2010

Date


Régis J. Rehel

District of Quebec
Division No. 01 - Montréal
Court No. 500-11-039457-102
Estate No. 41-1393380

-- FORM 78 -- Continued --

List "A"
Unsecured Creditors

Power Battery (Iberville) Ltd

No.	Name of creditor	Address	Unsecured claim	Balance of claim unsecured	Total claim
22	BATCO	16511 111 AVE. Edmonton AB T5M 2S2	5,185.42	0.00	5,185.42
23	BATTERIES DIXON INC.	5640 AVENUE LOUIS H BERT MONTREAL QC H2G 2L8	6,053.57	0.00	6,053.57
24	BATTERIES UNIVERSELLE LTEE	6290 DES GRANDES PRAIRIES St LEONARD QC H1P 1A2	688.21	0.00	688.21
25	BAYCO PRODUCTS *	640 S. SANDEN BLVD. WYLIE TX 75098 USA	2,650.23	0.00	2,650.23
26	BELL CANADA	PO BOX 8713 SUCC.CENTRE-VILLE MONTREAL QC H3C 4L6	2,163.99	0.00	2,163.99
27	BENDIX US *	P.O. BOX 92096 CHICAGO IL 60675 USA	18,682.13	0.00	18,682.13
28	BGL BROKERAGE LTD	SUITE 380 2750 EINSTEIN STE-FOY QC G1P 4R1	4,322.34	0.00	4,322.34
29	BGL BROKERAGE LTD (US) *	SUITE 800 2750 EINSTEIN STE-FOY QC G1P 4R1	929.34	0.00	929.34
30	BM - BATTERY MACHINES	A-8273 EBERSDORF 226 EBERSDORF - AUSTRIA	618.41	0.00	618.41
31	BROSSES LACASSE	107 RUE AUTHIER ST-ALPHONSE DE GRANBY QC J0E 2A0	324.52	0.00	324.52
32	BURLAN CORPORATION *	PO BOX 12336 2740 WEST FRANKLIN BLVD GASTONIA NC 28052-0010 USA	2,733.70	0.00	2,733.70
33	CADEL 086 DIVISION UAP INC.	1080 MONTEE DE LIESSE MONTREAL QC H4S 1J4	1,660.74	0.00	1,660.74
34	CARRUS TECHNOLOGIES	SUITE 800 1010 RUE DE SERIGNY LONGUEUIL QC J4K 5G7	3,419.00	0.00	3,419.00
35	CARTON UNIPACK INC.	1375 BROUILLETTE ST-HYACINTHE QC J2T 2G7	19,352.93	0.00	19,352.93
36	CASCADES ENVIROPAC	C.P. 1620 541 RUE MELCHERS BERTHIERVILLE QC J0K 1A0	4,243.46	0.00	4,243.46
37	CBC. COMPAGNIE BATTERIES COMMERCIALES	173 AVENUE LABROSSE POINTE-CLAIRE QC H9R 1A3	89,612.39	0.00	89,612.39
38	CEB COURRIER	2045 RUE DE LA METROPOLE LONGUEUIL QC J4G 1S9	1,735.57	0.00	1,735.57
39	CENTRE DE CONFORMIT ICC INC.	88 AVENUE LINDSAY DORVAL QC H9P 2T8	66.60	0.00	66.60
40	CENTRE DE PARTAGE COMM. JO	280 MERCIER ST-JEAN-SUR-RICHELIEU QC J3B 6H4	240.00	0.00	240.00
41	CENTRE DU CAMION GAMACHE	609 PRINCIPALE ST-PAUL-DE-L'ILE-AUX-NOIX QC J0J 1G0	5.59	0.00	5.59

02-Dec-2010

Date


Régis J Rehel

District of
Division No.
Court No.
Estate No.

Quebec
01 - Montréal
500-11-039457-102
41-1393380

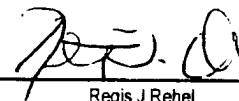
- FORM 78 -- Continued -

List "A"
Unsecured Creditors
Power Battery (Iberville) Ltd

No.	Name of creditor	Address	Unsecured claim	Balance of claim unsecured	Total claim
42	CENTRE DU CAMION M.C. LTEE	895 RUE AUBRY ST-JEAN-SUR-RICHELIEU QC J3B 2H8	313.58	0.00	313.58
43	CHAM-CAL ENGINEERING *	12722 WESTERN AVENUE GARDEN GROVE CA 92841 USA	858.72	0.00	858.72
44	CHAMPION LABORATORIES INC.	P.O. BOX 9100, STATION F TORONTO ON M4Y 3A5	378.60	0.00	378.60
45	CHICAGO PNEUMATIC	STATION A P.O. BOX 2687 TORONTO ON M5W 2N7	5,361.80	0.00	5,361.80
46	CIRCLE CORTINA INDUSTRIES	195 EDWARD ST. ST-THOMAS ON N5P 1Z4	2,365.97	0.00	2,365.97
47	CLAIR, LAPLANTE, COTE	330 CORMIER, BUREAU 301 DRUMMONDVILLE QC J3C 8B3	2,155.92	0.00	2,155.92
48	CLAREMONT (SPECTRO COATING CORP)*	FLOCK DIVISION 107 SCOTT DRIVE LEOMINSTER MA 01453 USA	14,400.00	0.00	14,400.00
49	CMW AUTOMATION INC. *	52 PEPPERMINT ROAD COMMACK NY 11725 USA	2,139.51	0.00	2,139.51
50	COMPO-HAUT-RICHELIEU	825 LUCIEN BEAUDIN ST-JEAN-SUR-RICHELIEU QC J2X 5L2	338.63	0.00	338.63
51	CONFORT ELITE	485 RUE ST-JACQUES SAINT-JEAN-SUR-RICHELIEU QC J3B 2M1	90.30	0.00	90.30
52	CONVAL QUEBEC	1295 rue de la Jonquière Quebec QC G1N 3X2	476.60	0.00	476.60
53	COOPER BUSSMANN INC	P.O. BOX 9573, STATION A TORONTO ON M5W 2K3	102.80	0.00	102.80
54	CO-OPERATIVE INSURANCE *	292 COLONIAL DRIVE P.O. BOX 5890 MIDDLEBURY VT 05753-5890 USA	350.00	0.00	350.00
55	COVENTA INC.	PARC INDUSTRIEL 1342 RUE NEWTON BOUCHERVILLE QC J4B 5H2	852.26	0.00	852.26
56	CREDIT PROTECTION E.D. LTEE	SUITE 103 1558 VIEL MONTREAL QC H3M 1G5	124.24	0.00	124.24
57	CREDIT-BAIL CIE	8260 BOUL. DU GOLF ANJOU QC H1J 3A4	0.00	0.00	0.00
58	CY-BO PLASTIQUES INC	SUITE 201 1485 ST-ELZEAR WEST, LAVAL QC H7L 3N6	237.04	0.00	237.04
59	DANIEL C. TANNEY, INC. *	P.O. BOX 272 3268 CLIVE AVENUE BENBALEM PA 01902 USA	6,978.66	0.00	6,978.66
60	DELAGE LANDEN	1235 NORTH SERVICE RD WEST, SUITE 100 OAKVILLE ON L6M 2W2	0.00	0.00	0.00

02-Dec-2010

Date


Regis J Rehel

District of Quebec
Division No. 01 - Montréal
Court No. 500-11039457-102
Estate No. 41-1393380

-- FORM 78 -- Continued --

List "A"
Unsecured Creditors

Power Battery (Iberville) Ltd

No.	Name of creditor	Address	Unsecured claim	Balance of claim unsecured	Total claim
61	DIRECT-MARKETING P.G. INC.	35 GRAND MARSHALL DRIVE TORONTO ON M1B 5W9	167.60	0.00	167.60
62	DISTRIBUTION C.L.C.L. INC	120 12 ^E AVENUE DRUMMONDVILLE QC J2B 4B5	6,074.94	0.00	6,074.94
63	DL DURET ET LANDRY INC.	2250 BOUL INDUSTRIEL CHOMEDEY, LAVAL QC H7S 1P9	1,621.30	0.00	1,621.30
64	DOCAP (1985) CORPORATION	900 MONTEE DE LIESSE MONTREAL QC H4T 1N8	392.98	0.00	392.98
65	DUFORT & LAVIGNE LTEE	8581 PLACE MARIEN MONTREAL QC H1B 5W6	74.34	0.00	74.34
66	EKA CHEMICALS INC. *	SUCCURSALE CENTRE-VILLE (M2054) CP 11012 MONTREAL QC H3C 4T9	737.54	0.00	737.54
67	ELECTRO SONIC	1100 GORDON BAKER ROAD TORONTO ON M2H 3B3	561.67	0.00	561.67
68	EMAC WAREHOUSE SERV. INC.*	1 MASTHEAD DRIVE NORTH KINGSTOWN RI 02852 USA	1,087.40	0.00	1,087.40
69	EMBALLAGES JEAN-CARTIER	2325 BLVD. INDUSTRIAL St. CESAIRE QC J0L 1T0	612.35	0.00	612.35
70	EMCO L T E	600 RUE ST-JACQUES ST-JEAN-SUR-RICHIEU QC J3B 2M5	460.15	0.00	460.15
71	ENTREPRISES HYDRAULIQUES BRIERE ENR.	876 CLAUDE-DE-RAMESAY MARIEVILLE QC J3M 1N9	42.89	0.00	42.89
72	EQUIPEMENT EPC INC.	2307 43 ^{IE} ME AVENUE LACHINE QC H8T 2K1	449.92	0.00	449.92
73	EQUIPEMENT McCANN LTEE	10255 CÔTE DE LIESSE DORVAL QC H9P 1A3	744.86	0.00	744.86
74	EQUIPEMENT ROBERT INC.	55 ROUTE 104 ST-JEAN QC J2X 1H2	7,872.38	0.00	7,872.38
75	EQUIPEMENTS E.M.U. LTEE.	3975 RUE JEAN-MARCHAND QUEBEC QC G2C 2J2	2,747.65	0.00	2,747.65
76	ESCA TECH INC *	3747 NORTH BOOTH ST. MILWAKEE WI 53212-1 USA	382.00	0.00	382.00
77	ETIQUETTES FLEXO LABELS INC	8765 RUE DU PARCOURS ANJOU QC H1J 1B9	870.98	0.00	870.98
78	EULER ACI* Attr: Sophie Normandin	A/S SOPHIE NORMANDIN 1155 BOUL. RENE-LEVESQUE O. BUR.1702 MONTREAL QC H3B 3Z7	23,320.32	0.00	23,320.32
79	EXIDE CANADA INC.	220 BOUL. INDUSTRIEL BOUCHERVILLE QC J4B 2X4	77.91	0.00	77.91
80	EXIDE TECHNOLOGIES INDUSTRIAL ENERGY	220 BOUL. INDUSTRIEL BOUCHERVILLE QC J4B 2X4	8,923.77	0.00	8,923.77
81	FAIRVIEW FITTINGS	2955 LUCIEN L'ALLIER LAVAL QC H7P 0A1	6,433.56	0.00	6,433.56

02-Dec-2010

Date


Régis J Rehel

District of Quebec
Division No. 01 - Montréal
Court No. 500-11-039457-102
Estate No. 41-1393380

- FORM 78 -- Continued -

List "A"
Unsecured Creditors

Power Battery (Iberville) Ltd

No.	Name of creditor	Address	Unsecured claim	Balance of claim unsecured	Total claim
82	FAUCHER INDUSTRIES INC.	6363 DES GRANDES PRAIRIES SAINT-LEONARD QC H1P 1A5	549.22	0.00	549.22
83	FEDERAL EXPRESS	5895 EXPLORER DRIVE MISSISSAUGA ON L4W 5K6	371.41	0.00	371.41
84	FESTO INC.	5600 TRANS CANADA MONTREAL QC H9R 1B6	389.57	0.00	389.57
85	FIRING CIRCUITS INC.*	230 LONG HILL CROSS ROAD SHELTON CT 06484 USA	5,177.15	0.00	5,177.15
86	FISHER SCIENTIFIQUE	P.O. BOX 9200 TERMINAL OTTAWA ON K1G 4A9	3,592.57	0.00	3,592.57
87	FLEETSPEC	5857 CHEMIN ST-FRANCOIS ST-LAURENT QC H4S 1B6	1,923.57	0.00	1,923.57
88	FLEURISTE D CORATEUR	910 BOUL DU SEMINAIRE NORD SAINT-JEAN-SUR-RICHELIEU QC J3A 1B5	90.30	0.00	90.30
89	FLOW SYSTEMS CO.*	P.O. BOX 1069 ST. HELENA ISLAND SC 29920 USA	29,157.34	0.00	29,157.34
90	FOURNITURES DE BUREAU DENIS	2990 BOUL. LE CORBUSIER LAVAL QC H7L 3M2	920.49	0.00	920.49
91	G.H. BERGER LTEE	455 BOUL. DU SEMINAIRE SAINT-JEAN-SUR-RICHELIEU QC J3B 5L4	16,861.88	0.00	16,861.88
92	G2S EQUIPEMENTS INC.	1895 CHEMIN ST-FRANCOIS DORVAL QC H9P 1K3	9,130.07	0.00	9,130.07
93	GARAGE ANDRE MONTY INC.	48 CHEMIN MARIEVILLE ROUGEMONT QC J6J 4Z2	240.78	0.00	240.78
94	GAZ METROPOLITAIN	SUCCURSALE CENTRE-VILLE C.P. 6115 MONTREAL QC H3C 4N7	10,216.21	0.00	10,216.21
95	GE IMMOBILIER-IMMOBILIER D'ENTREPRISES, CANADA	SUITE 1100 1250 RENÉ-LEVESQUE O. MONTREAL QC H3B4W8	0.00	763,307.81	763,307.81
96	GENERAL ELECTRIC CANADA	P.O. BOX 7482, STATION A TORONTO ON M5W 3C1	4,838.80	0.00	4,838.80
97	GLASCOCK INTERNATIONAL, LLC*	SUITE A 3908 TENNESSEE AVENUE CHATTANOOGA TN 37409 USA	2,261.10	0.00	2,261.10
98	GLASS SHIELD / PEINTURE HAUTE	111 BOMBARDIER CHATEAUGUAY QC J6J 4Z2	920.05	0.00	920.05
99	GMAC	SUITE 900 3333 BOUL DE LA COTE-VERTU MONTREAL QC H4R 2N1	0.00	0.00	0.00
100	GOAL TRANSPORTATION*	SUITE 201 809 WILLIAM MONTREAL QC H3C 1N8	3,800.00	0.00	3,800.00
101	GOULD FASTENERS LIMITED	6209 NORTHWEST DR. MISSISSAUGA ON L4V 1P6	733.69	0.00	733.69

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List "A"
Unsecured Creditors

Power Battery (Iberville) Ltd

No.	Name of creditor	Address	Unsecured claim	Balance of claim unsecured	Total claim
102	GROTE INDUSTRIES CO.	230 TRAVAIL ROAD MARKHAM ON L3S 3J1	44,773.05	0.00	44,773.05
103	GROUPE G.L.P. HI-TECH INC.	440 ST-MICHEL ST-JEAN-SUR-RICHELIEU QC J3B 1T4	22,839.80	0.00	22,839.80
104	H. MILOT INC.	1025 DES CARRIERES SAINT-JEAN-SUR-RICHELIEU QC J3B 6Y8	6,104.55	0.00	6,104.55
105	H. PAULIN & CO. LIMITED	2591 DEBRAY LAVAL QC H7S 2J4	588.75	0.00	588.75
106	HALTEC CORPORATION*	PO BOX 1180 SALEM OH 44460-8180 USA	1,488.64	0.00	1,488.64
107	HAMMOND GROUP, INC.*	2690 RELIABLE PARKWAY CHICAGO IL 60686-0026 USA	18,749.60	0.00	18,749.60
108	HASTING FILTERS	POSTAL STATION A P.O. BOX 56304 TORONTO ON M5W 4L1	17,432.59	0.00	17,432.59
109	HEBDRULIQUE INC.	6781 RUE BOMBARDIER SAINT-LEONARD QC H1P 2W2	546.95	0.00	546.95
110	HOLLINGSWORTH & VOSE CO.*	P.O. BOX 31267 HARTFORD CT 06150 USA	181,382.07	0.00	181,382.07
111	HUDON DESBIENS ST-GERMAIN ENVIRONN. INC.	BUREAU 100 640 RUE SAINT-PAUL OUEST MONTREAL QC H3C 1L9	20,858.03	0.00	20,858.03
112	HURRICANE PUMP DISTRIBUTION	134 ROMINA DRIVE, UNIT 2 CONCORD ON L4K 4Z7	790.37	0.00	790.37
113	HYDRAULIC SOURCE INC.	5695 WHITTLE ROAD MISSISSAUGA ON L4Z 3P8	62.50	0.00	62.50
114	HYDRO-QUEBEC	SUCCURSALE CENTRE-VILLE C.P. 11022 MONTREAL QC H3C 4V6	126,262.70	0.00	126,262.70
115	ICT SYSTEME D'IMAGERIE	217 BOUL. ST-JOSEPH ST-JEAN QC J3B 1W8	1,919.24	0.00	1,919.24
116	IMPRESSION IMAGE PLUS	400 AVENUE BEAUREGARD SAINT-JEAN-SUR-RICHELIEU QC J2X 2M4	830.76	0.00	830.76
117	IMPRIMERIE M.L.	121 RUE BERNARD ST-JEAN-SUR-RICHELIEU QC J3B 7X1	777.01	0.00	777.01
118	IMPRIMERIE RYAN INC.	4850 ST-AMBROISE, UNIT 2 ST-JEAN-SUR-RICHELIEU QC H4C 3N8	248.33	0.00	248.33
119	IMPRIMERIE SUR-DEL INC.	104 ROUTE 133 SABREVOIS QC J0J 2G0	2,130.89	0.00	2,130.89
120	INFO-LAN CONCEPT	3848 TASCHEREAU GREENFIELD PARK QC J4V 3N8	3,441.82	0.00	3,441.82
121	INJECTION DIESEL GREENFIELD PARK	4855 SIR-WILFRID-LAURIER ST-HUBERT QC J3Y 3X5	1,025.77	0.00	1,025.77
122	INSTALLATIONS J.R.R. ENRG	155 CHAMPLAIN ST-JEAN-SUR-RICHELIEU QC J3B 6V5	27.60	0.00	27.60

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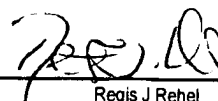
List "A"
Unsecured Creditors

Power Battery (Iberville) Ltd

No.	Name of creditor	Address	Unsecured claim	Balance of claim unsecured	Total claim
123	INTER-CONTINENTAL GEAR & BRAKE	6200 B TOMKEN ROAD MISSISSAUGA ON L5T 1X7	0.00	0.00	0.00
124	INTERTEK TESTING SERVICES	C.P. 11454 SUCC. CENTRE VILLE MONTREAL QC H3C 5K8	2,281.20	0.00	2,281.20
125	INVESTISSEMENTS RAMMUSSEN INC. *	ROUTE 2 SOUTH Alburg VERMONT - 05540 USA	839,000.00	0.00	839,000.00
126	IST TECHNOLOGIES DE SURFACE INTL	3718 FRANCIS HUGHES LAVAL QC H7L 5A9	254.75	0.00	254.75
127	ITM INSTRUMENTS INC.	AIRFLO, BAKER, PROJEAN 20800 BOUL. INDUSTRIEL STE-ANNE-DE-BELLEVUE QC H9X 0A1	769.36	0.00	769.36
128	JACQUES BRULE	1388 HAZELWOOD ATHESTAM QC J0S 1A0	1,629.64	0.00	1,629.64
129	JEAN-PIERRE GUAY TRANSPORT	1700 GRAND-BERNIER ST-BLAISE QC J0J 1W0	7,099.38	0.00	7,099.38
130	JOHN BROOKS COMPANY LTD	2625 MEADOWPINE BLVD MISSISSAUGA ON L5N 7K5	1,745.61	0.00	1,745.61
131	JOLI DISTR F. HENDEL INC.	7479 TRANS CANADA ST-LAURENT QC H4T 1T3	618.55	0.00	618.55
132	KALLSTROM ENGINEERING AB *	AKERIVAGEN 19 ESLOV - 24138	2,540.40	0.00	2,540.40
133	KOLOSSAL SECURITE	424 RUE MARIEN MONTREAL-EST QC H1B 4V6	11,645.10	0.00	11,645.10
134	L.M.L. ELECTRIQUE (1995) LTEE	SUITE 22 360 BOUL DU SEMINAIRE NORD SAINT-JEAN-SUR-RICHELIEU QC J3B 5L1	7,239.19	0.00	7,239.19
135	LABORATOIRE DE TOXICOLOGIE	INSPQ/TOXICOLOGIE HUMAINE 945, AVENUE WOLFE STE-FOY QC G1V 5B3	8,964.00	0.00	8,964.00
136	LABRADOR LAURENTIENNE INC.	9021 BLVD. METROPOLITAIN EST ANJOU QC H1J 3C4	304.50	0.00	304.50
137	LAPLAST ENR.	50 CARMEN ST-SAUVEUR QC J0R 1R5	1,072.31	0.00	1,072.31
138	LAREAU ET FILS ASSURANCES *	C.P. 580, 353 RUE SAINT-JACQUES NAPIERVILLE QC J0J 1L0	8,290.82	0.00	8,290.82
139	LAREAU ET FILS ASSURANCES INC.	C.P. 580 353 RUE SAINT-JACQUES NAPIERVILLE QC J0J 1L0	9,071.80	0.00	9,071.80
140	LIBRAIRIE DU RICHELIEU	903 BLVD SEMINAIRE NORD SAINT-JEAN-SUR-RICHELIEU QC J3A 1J2	51.02	0.00	51.02
141	LINCOLN INDUSTRIAL CORP *	5355 PAHSPIRE CIRCLE CHICAGO IL 60674 USA	1,253.00	0.00	1,253.00
142	LINDE CANADA LIMITEE M2193	720 RUE ST-JACQUES SAINT-JEAN-SUR-RICHELIEU QC J3B 2M7	4,309.07	0.00	4,309.07
143	LOCATION D'OUTILS SIMPLEX S.E.C.	9740 DE L'ACADIE MONTREAL QC H4N 1L8	7,705.63	0.00	7,705.63

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Power Battery (Iberville) Ltd

No.	Name of creditor	Address	Unsecured claim	Balance of claim unsecured	Total claim
144	LOCATION FLORABEC	C.P. 298 1069 ROUTE 133 PHILLIPSBURG QC J0J 1N0	2,248.54	0.00	2,248.54
145	LOCATION PRO-SEC	533 Lalemant ST-JEAN-SUR-RICHELIEU QC J3B 5B9	1,043.50	0.00	1,043.50
146	LUBRIFIANTS ST-LAURENT INC.	2025 PLACE THIMENS SAINT-LAURENT QC H4R 1K8	1,819.58	0.00	1,819.58
147	LUMEN	120 RUE DUBOIS SAINT-EUSTACHE QC J7P 4W9	49.67	0.00	49.67
148	MAC ENGINEERING & EQUIPMENT *	2775 MEADOWBROOK ROAD BENTON HARBOR MI 49022 USA	636.00	0.00	636.00
149	MARTIN INC.	285 RUE SAINT-JACQUES SAINT-JEAN-SUR-RICHELIEU QC J3B 2L1	12,662.29	0.00	12,662.29
150	MAXXIMA, DIV. OF PANOR CORP.*	PANOR CORPORATION 125 CABOT COURT HAUPPAUGE NY 11788 USA	1,972.67	0.00	1,972.67
151	MAZOUT & PROPANE BEAUCHEMIN	775 RUE GAUDETTE ST-JEAN-SUR-RICHELIEU QC J3B 7S7	501.18	0.00	501.18
152	MCMaster-CARR SUPPLY COMPANY *	P.O. BOX 7690 CHICAGO IL 60680-7690 USA	7,518.44	0.00	7,518.44
153	METTLER-TOLEDO INC.	STATION A P.O. BOX 1518 TORONTO ON M5W 3N9	1,125.93	0.00	1,125.93
154	MIDAC BATTERIES	37038 SOAVE VIA VOLTA 2-Z 1. VERONA - ITALY	5,760.00	0.00	5,760.00
155	MILTON CANADA	2021 ATWATER, SUITE 2107 MONTREAL QC H3H 2P2	5,060.29	0.00	5,060.29
156	MINOR RUBBER *	49 ACKERMAN BLOOMFIELD NJ 07003 USA	2,160.99	0.00	2,160.99
157	MITEK INDUSTRIES INC. *	- --	6,847.00	0.00	6,847.00
158	MONTREAL BATTERY DIRECT INC.	446 ST-PAUL LE GARDEUR QC J5Z 4C7	7,731.61	0.00	7,731.61
159	MOTEURS LECTRIQUES GOYETTE	575 RUE RIENDEAU IBERVILLE QC J2X 3R8	1,322.75	0.00	1,322.75
160	MOTEURS LECTRIQUES ST-JEAN	505 RUE ST-JACQUES ST-JEAN-SUR-RICHELIEU QC J3B 2M1	2,800.71	0.00	2,800.71
161	MOTOPARTS INC.	1124 ST-CALIXTE PLESSISVILLE QC G6L 1N8	5,371.88	0.00	5,371.88
162	MOTOR APPLIANCE CORPORATION *	P.O. BOX 507 WASHINGTON DC 63090 USA	9,419.73	0.00	9,419.73
163	MOULES HSM INC.	207 RANG ST-EDOUARD ST-JEAN-SUR-RICHELIEU QC J2X 5T9	3,464.13	0.00	3,464.13
164	MVS MACLEAN CREWSON *	1800 BROADWAY BUFFALO NY 14212 USA	2,676.00	0.00	2,676.00

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List "A"
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Power Battery (Iberville) Ltd

No.	Name of creditor	Address	Unsecured claim	Balance of claim unsecured	Total claim
165	NATEXPORT (NEWALTA) *	600 DE LA GAUCHETIERE O MONTREAL QC H3B 4L2	1,497,700.12	0.00	1,497,700.12
166	NATEXPORT (RSR) *	1200 RUE GARNIER STE-CATHERINE QC J5C 1B4	613,877.09	0.00	613,877.09
167	NEWALTA CORPORATION	1200 RUE GARNIER STE-CATHERINE QC J5C 1B4	1,363,301.89	0.00	1,363,301.89
168	NIPPON SHEET GLASS CO. LTD. * Attr: Mr. Kenichiro Fukae	1-1-1, Nihonbashi, Chuo-ku TOKYO - 10300-27 JAPAN	51,043.57	0.00	51,043.57
169	NORDIC SENSORS INDUSTRIAL	1350 RUE NATIONAL LACHENAIE QC J6W 6M1	279.37	0.00	279.37
170	NORMAN G. JENSEN CANADA INC.	200-545 HERVO ST. WINNIPEG MB R3T 3L6	147.37	0.00	147.37
171	NORMAN G. JENSEN, INC. *	COMMERCE COURT POSTAL STATION BOX 3479 TORONTO ON M5L 1K1	44.10	0.00	44.10
172	NU-LINE PRODUCTS INC.	891 ARVIN AVENUE HAMILTON ON L8E 5N9	2,539.87	0.00	2,539.87
173	OMEGA ENVIRONMENTAL INC.	C.P. 11013 DOWNTOWN ST. MONTREAL QC H3C 4T9	162.54	0.00	162.54
174	ONEIL COLOR & COMPOUNDING CORP. *	1235 NORTH F STREET RICHMOND VA 47374 USA	40,340.00	0.00	40,340.00
175	OUTILS D.G. INC.	1465 BOUL. INDUSTRIEL CHAMBLY QC J3L 4C4	650.20	0.00	650.20
176	P.E. BOISVERT AUTO	2 BOUL. MARIE-VICTORIN BOUCHERVILLE QC J3B 1V5	907.98	0.00	907.98
177	PAETEC COMMUNICATIONS, INC. *	P.O. BOX 1283 BUFFALO NY 14240-1283 USA	74.33	0.00	74.33
178	PALETTE DU HAUT-RICHELIEU INC.	420 3E RANG SUD IBERVILLE QC J2X 4H8	25,870.46	0.00	25,870.46
179	PAPETERIE PAYETTE DU H.-R. INC.	LOCAL 135 420 2IEME AVENUE IBERVILLE QC J2X 2B8	73.36	0.00	73.36
180	PARTNERS IN CREDIT INC.	SUITE 201 9225 LESLIE STREET RICHMOND HILL ON L4B 3H6	1,666.08	0.00	1,666.08
181	PELICAN PRODUCTS INC. *	P.O. BOX 84-5355 BOSTON MA 02284-5355 USA	491.60	0.00	491.60
182	PERMATEX CANADA INC.	POSTAL STN A P.O. BOX #3498 TORONTO ON M5W 4C4	2,606.20	0.00	2,606.20
183	PETROLES DUPONT INC.	636 GRAND BERNIER NORD SAINT-JEAN-SUR-RICHELIEU QC J2W 2H1	1,662.43	0.00	1,662.43
184	PIECES D'AUTO ST-JEAN INC.	LOCAL 300 650 DE DIJON SAINT-JEAN-SUR-RICHELIEU QC J3B 8G3	836.10	0.00	836.10

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List "A"
Unsecured Creditors
Power Battery (Iberville) Ltd

No.	Name of creditor	Address	Unsecured claim	Balance of claim unsecured	Total claim
185	PLACEMENTS DENIS ROBERT INC.	55 ROUTE 133 ST-JEAN-SUR-RICHELIEU QC J2X 1H2	336.15	0.00	336.15
186	PLACEMENTS TRIMAX INC.	2500 DANIEL JOHNSON BUR 108 LAVAL QC H7T 2P6	2,817.36	0.00	2,817.36
187	PLANCHERS DE BETON ROYAL	3 RUE MASS ST-JEAN-SUR-RICHELIEU QC J2W 1M8	293.48	0.00	293.48
188	PLASTIQUE MILLER LT E	1485 St-Elzéard Bur. 201 Laval QC H7L 3N6	104.67	0.00	104.67
189	PLUSKOTA ELECTRIC MFG CO *	P.O.BOX 387 PALOS HEIGHTS IL 60463 USA	133.70	0.00	133.70
190	PNEUMATIQUE O.C.C. INC.	2153 ROUTE 133 ST-ATHANASE QC J2X 5K9	2,638.06	0.00	2,638.06
191	POGO LOGISTICS INC. Attr: HARVEY CUTTING	#9, 510 - 45 STREET WEST SASKATOON SK S7L 6H2	5,827.50	0.00	5,827.50
192	POLYMER MOLDING COPR *	1655 WEST 20TH ST EARIE PA 16502 USA	172.53	0.00	172.53
193	POWER CANADA CABLES LTD.	707 ROUTE 219 NAPIERVILLE QC J0J 1L0	119,506.21	0.00	119,506.21
194	POWER TECH PLASTIQUES	770 THOMAS St Jean sur Richelieu QC J2X 5E7	469.34	0.00	469.34
195	PREMIER EXHAUST INC	P.O. BOX 56339 POSTAL ST A TORONTO ON M5W 4L1	9,404.29	0.00	9,404.29
196	PRIMAX TECHNOLOGIES	133 GUTHRIE DORVAL QC H9P 2P1	496.65	0.00	496.65
197	PRIMUS CANADA	STATION A P.O. BOX 4662 TORONTO ON M5W 5H4	132.57	0.00	132.57
198	PRO-BALLAST INC.	885 RUE AUBRY ST-JEAN SUR LE RICHELIEU QC J3B 7R4	487.41	0.00	487.41
199	PROCESSING SUPPLY COMPANY *	2504 LOCH VIEW COURT CNYERS GA 30094 USA	3,115.94	0.00	3,115.94
200	PRODUIT NON FERREUX GAUTHIER INC.	3525 ROBERT CHEVALIER MONTREAL QC H1A 3R7	98,658.73	0.00	98,658.73
201	PRODUITS CHIMIQUES CARTIER	445 21IEME AVE LACHINE QC H8S 3T8	1,552.02	0.00	1,552.02
202	PRODUITS METCHRO INC.	LOCAL 1 6755 AVE. CHOQUETTE ST-HYACINTHE QC J2S 8L2	40.24	0.00	40.24
203	PROTAC INDUSTRIES Attr: ERIC PARENT	445 JEAN-CLERMONT ST-CELESTIN QC J0C 1G0	7,687.35	0.00	7,687.35
204	PROTECTRON INC.	9120 PASCAL-GAGNON MONTREAL QC H1P 2X4	628.76	0.00	628.76
205	PROTO PLUS/LCP PRECISION INC.	415 RUE NORMAN LACHINE QC H8R 1A4	31,059.86	0.00	31,059.86

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List "A"
Unsecured Creditors

Power Battery (Iberville) Ltd

No.	Name of creditor	Address	Unsecured claim	Balance of claim unsecured	Total claim
206	PULVERISATEUR MS	4300 RUE VACHON DRUMMONDVILLE QC J2B 6V4	1,715.70	0.00	1,715.70
207	PUROLATOR COURIER LTD	ETOBICOKE POSTAL STATION P.O. BOX 1100 ETOBICOKE ON M9C 5K2	613.88	0.00	613.88
208	QUIK-X TRANSPORTATION	151 REVERCHON Pointe Claire QC H9P 1K1	30,327.03	0.00	30,327.03
209	REPARATION B.P. ENR.	2145 ROUTE 133 SAINT-ATHANASE D'IBERVILLE QC J3B 5K5	180.60	0.00	180.60
210	R.A.M.Q.	C.P. 14000 SUCC. TERMINUS QUEBEC QC G1K 9J4	11,382.73	0.00	11,382.73
211	R.L. DOUCET INC.	1240 RUE NATIONALE LACHENAIE QC J6W 6C1	115.90	0.00	115.90
212	RACINE CHEVROLET	200 MOREAU ST-JEAN SUR LE RICHELIEU QC J2W 2M4	7.41	0.00	7.41
213	RADIATOR SPECIALTY COMPANY	1711 AIMCO BLVD MISSISSAUGA ON L4W 1H7	15,950.41	0.00	15,950.41
214	RAYCO HARDWARE IMPORT	9333 PARKWAY MONTREAL QC H1J 1N4	390.84	0.00	390.84
215	RAYMOND CHABOT SST INC.	BUREAU 200 140 GRAND-ALLEE EST QUEBEC QC G1R 5P7	16,756.37	0.00	16,756.37
216	RAYMOND, CHABOT, GRANT, THORTON	357 BOUL. DU SEMINAIRE NORD SAINT-JEAN-SUR-RICHELIEU QC J3B 2L6	54,040.35	0.00	54,040.35
217	RECEVEUR GENERAL DU CANADA	BUREAU 111 25 RUE DES FORGES TROIS-RIVIERES QC G9A 2G4	36,527.78	0.00	36,527.78
218	REMORQUAGE CONRAD D. INC	770-A GAUDETTE ST-JEAN-SUR-RICHELIEU QC J3B 1L7	231.39	0.00	231.39
219	REPARATION B.P.	2145 ROUTE 133 ST-JEAN SUR LE RICHELIEU QC J2X 4C4	361.20	0.00	361.20
220	RICHARDSON MOLDING INC.*	P.O. BOX 8332 DES MOINES IA 50301-8332 USA	62,264.17	0.00	62,264.17
221	RLM INDUSTRIEL COMBUSTION INC.	SUITE 612 9575 ILLINOIS BROSSARD QC J4Y 3A5	11,558.68	0.00	11,558.68
222	RMS QUIPEMENTS SANITAIRES INC.	A.V.S. DISTRIBUTION ENR. 3955 AUTOROUTE DES LAURENTIDES LAVAL QC H7L 3H7	1,788.61	0.00	1,788.61
223	ROBERT THIBERT INC.	200 BOUL. ST-JEAN-BAPTISTE MERCIER QC J6R 2L2	2,539.22	0.00	2,539.22
224	ROPE & PLASTIC SALES (USA) BILL LINCOLN	1820 RAMHURST DR CLEMMONS NC 27012 USA	5,320.00	0.00	5,320.00
225	ROSSPAR LIMITED	17-1755 PLUMMER ST. PICKERING ON L2W 3S1	3,775.07	0.00	3,775.07

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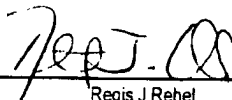
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List "A"
Unsecured Creditors
Power Battery (Iberville) Ltd

No.	Name of creditor	Address	Unsecured claim	Balance of claim unsecured	Total claim
226	RPT INDUSTRIAL	1426 BOUL INDUSTRIEL MAGOG QC J1X 4V9	1,805.81	0.00	1,805.81
227	RSR CORPORATION *	P.O. BOX 846010 DALLAS TX 75284-6010 USA	495,272.71	0.00	495,272.71
228	RWD TOOLS & MACHINE LTD	151 BUTTERMILL AVENUE CONCORD ON L4K 3X5	3,391.80	0.00	3,391.80
229	S.A.A.Q.	SUCC TERMINUS C.P. 14000 QUEBEC QC G1K 9J4	225.88	0.00	225.88
230	S.J.B. ST-JEAN BEARING LTEE	30 ROUTE 104 ST-JEAN-SUR-RICHELIEU QC J2X 1H1	5,456.69	0.00	5,456.69
231	SCHUMACHER ELECTRIC *	1025 E THOMPSON AVENUE HOOPESTON IL 60942 USA	211.18	0.00	211.18
232	SEFOR INC.	8134 BOUL LEVESQUE EST LAVAL QC H7A 1V2	445.53	0.00	445.53
233	SEIBEL MANUFACTURING *	38 PALMER PLACE LANCASTER NY 14086 USA	89,065.31	0.00	89,065.31
234	SEL PLUS	3351 RUE ST-PATRICK MONTREAL QC H4E 1A1	311.54	0.00	311.54
235	SENCOM INFORMATIQUE INC.	1186 ROUTE 133 Sabrevois QC J0J 2G0	735.90	0.00	735.90
236	SERICO	212 19IEME AVENUE DRUMMONDVILLE QC J2B 3V5	10,874.22	0.00	10,874.22
237	SERVICE D'OUTILS F.G.L. INC.	949 RUE MICHELIN LAVAL QC H7L 5B6	123.06	0.00	123.06
238	SERVICES DE READAPTATION	315, RUE MACDONALD DU SUD-OUEST ET DU RENFORT SAINT-JEAN-SUR-RICHELIEU QC J3B 8J3	15,000.00	0.00	15,000.00
239	SHELL CANADA PRODUCTS	POSTAL STATION M BOX 8 CALARY AB T2P 2G9	1,525.15	0.00	1,525.15
240	SILENCIEUX QUALITE MUFFLERS	4005 BOUL.DES GRANDES PRAIRIES MONTREAL QC H1Z 4M8	5,703.14	0.00	5,703.14
241	SINTERTECHNIK GMBH *	A-9181 DR. LEOPOLD-JUNGFER STRASSE FEISTRITZ - AUSTRIA	1,273.12	0.00	1,273.12
242	SKF (CHICAGO RAWHIDE)	PO BOX 9100 STATION F TORONTO QC M4Y 3A5	9,333.18	0.00	9,333.18
243	SOCIETE LAURENTIDE	4660 12E AVENUE SHAWINIGAN QC G9N 6T5	3,584.25	0.00	3,584.25
244	SOLUTIONS SHERBY	358 RUE ST-ANDRE OUEST GRANBY QC J2G 9J2	12,066.77	0.00	12,066.77
245	SPAENAU INC.	815 VICTORIA ST. NORTH P.O. BOX 544 KITCHENER ON N2G 4B1	4.02	0.00	4.02

02-Dec-2010

Date


Regis J Rehel

District of Quebec
Division No. 01 - Montréal
Court No. 500-11-039457-102
Estate No. 41-1393380

-- FORM 78 -- Continued --

List "A"
Unsecured Creditors
Power Battery (Iberville) Ltd

No.	Name of creditor	Address	Unsecured claim	Balance of claim unsecured	Total claim
246	STABLEX CANADA INC.	SUCC. CENTRE-VILLE P.O. BOX 11474 MONTREAL QC H3C 5N4	13,570.87	0.00	13,570.87
247	STANDARD LIFE	1245 SHERBROOKE OUEST MONTREAL QC H3G 1G3	1,009.12	0.00	1,009.12
248	STEMCO CANADA *	UNITS 4 & 5 5900 AMBLER DRIVE MISSISSAUGA ON L4W 2N3	12,537.01	0.00	12,537.01
249	SUPERIEUR PROPANE INC.	C.P. 2875 CALGARY AB T2P 5G1	114.31	0.00	114.31
250	SWS STAR WARNING SYSTEMS	7695 BLACKBURN PKWY. NIAGARA FALLS ON L2H 0A6	1,183.15	0.00	1,183.15
251	TECHNIBEC 3000	129 AVENUE BOYLAN DORVAL QC H9S 5J7	75,287.86	0.00	75,287.86
252	TECHNIRACK	5455 RAMSAY ST-HUBERT QC J3Y 2S3	299.18	0.00	299.18
253	TERMACO LTEE	325 BOUL INDUSTRIEL SAINT-JEAN-SUR-RICHELIEU QC J3B 7M3	10,560.56	0.00	10,560.56
254	TONOLLI CANADA LTD *	1333 TONOLLI ROAD MISSISSAUGA ON L4Y 4C2	191,752.60	0.00	191,752.60
255	TONY FECTEAU	98-A JEAN-TALON St-Luc QC J2W 1R3	11.00	0.00	11.00
256	TRACTION ST-LEONARD	6877 BOMBARDIER ST-LEONARD QC H1P 3A1	66.71	0.00	66.71
257	TRANSFORCE BELTAL INC.	2664 PRINCIPALE DUNHAM QC J0E 1M0	672.74	0.00	672.74
258	TRANS-LINK, LLC *	1249 OAKLAWN AVENUE CRANSTON RI 02920 USA	925.00	0.00	925.00
259	TRANSPORT DUCAMPRO INC.	CP 99 229 ROUTE 204 ST-DAMASE QC G0R 2X0	3,950.00	0.00	3,950.00
260	TRANSPORT KINGSWAY	6700 CHEMIN ST-FRANCOIS SAINT-LAURENT QC H4S 1B7	5,831.68	0.00	5,831.68
261	TRUCK FLEET MAINTENANCE	130 RICHER VILLE SAINT-PIERRE QC H8R 1R2	1,076.27	0.00	1,076.27
262	TRUCK-LITE	POSTAL STATION A P.O. BOX 4557 TORONTO ON M5W 4S5	8,824.44	0.00	8,824.44
263	TRUX ACCESSORIES	2115 DAGENAI WEST LAVAL QC H7L 5W9	112.61	0.00	112.61
264	TULIP CORPORATION *	P.O. BOX 51789 LOS ANGELES CA 90051-6089 USA	32,085.70	0.00	32,085.70
265	TUNDRA INTERNATIONAL	2041 LEONARD VINCI STE-JULIE QC J3E 1Z2	211.64	0.00	211.64
266	TW CENTRE DE DISTRIBUTION	2500 DE LA METROPOLE LONGUEUIL QC J4G 1E6	65,258.03	0.00	65,258.03

02-Dec-2010

Date


Régis J. Rehel

District of Quebec
Division No. 01 - Montréal
Court No. 500-11-039457-102
Estate No. 41-1393380

-- FORM 78 -- Continued --

List "A"
Unsecured Creditors
Power Battery (Iberville) Ltd

No.	Name of creditor	Address	Unsecured claim	Balance of claim unsecured	Total claim
267	UBA INC. DIVISION DE PROMMEL	2605 ROYAL WINDSOR DRIVE MISSISSAUGA ON L5J 1K9	19,443.10	0.00	19,443.10
268	UNICOR INDUSTRIES INC.	9151 CLAVEAU MONTREAL QC H1J 2C8	105,602.34	0.00	105,602.34
269	USINAGE MICHEL L'HEUREUX INC.	226 - 200 A ST-LOUIS ST-JEAN SUR LE RICHELIEU QC J3B 1Y1	136.74	0.00	136.74
270	VAST-AUTO DISTRIBUTION LTEE	4840 DES GRANDES PRAIRIES SAINT-LEONARD QC H1R 1A4	1,854.87	0.00	1,854.87
271	VELVAC INC. (US) *	2405 S. CALHOUN ROAD NEW BERLIN WI 53151-2709 USA	3,121.89	0.00	3,121.89
272	VELVAC, INC.	COMMERCE COURT POSTAL STATION P.O. BOX 1000 TORONTO ON M5L 1G9	876.16	0.00	876.16
273	VENTEX	1839 BOUL. ST-JOSEPH OUEST ST-MAJORIQUE QC J2B 8A8	460.25	0.00	460.25
274	VEYANCE TECHNOLOGIES CANADA, INC.	JP MORGAN BANK (REF. ACC 29801) P.O. BOX 15020 STATION A TORONTO ON M5W 1C1	6,187.71	0.00	6,187.71
275	WAKEFIELD CANADA INC.	3620 LAKESHORE BLVD. WEST TORONTO ON M8W 1P2	16,610.09	0.00	16,610.09
276	WASTE MANAGEMENT	SUCCURSALE CENTRE VILLE C.P. 11746 MONTREAL QC H3C 6T1	22.79	0.00	22.79
277	WESTBURNE	DIVISION DE REXEL CANADA 505 rue Loche Bur. 200 ST-LAURENT QC H4T 1X7	33.86	0.00	33.86
278	WHD DISTRIBUTION	84 MCBRINE PLACE KITCHENER ON N2R 1H3	15,062.16	0.00	15,062.16
279	WHITE LINE DISTRIBUTORS INC.	UNIT 24 3625 WESTON ROAD WESTON ON M9L 1V9	1,775.36	0.00	1,775.36
280	WILLIAM RASMUSSEN - ADVANCE *	2 ROUTE SOUTH Alburg VERMONT - 05540 USA	550,000.00	0.00	550,000.00
281	WILLIAM RASMUSSEN - LOAN *	2 ROUTE SOUTH Alburg VERMONT - 05540 USA	200,000.00	0.00	200,000.00
282	WILLIAM RASMUSSEN-LOAN *	2 ROUTE SOUTH Alburg VERMONT - 05540 USA	35,574.00	0.00	35,574.00
283	WIRTZ MANUFACTURING CO.* Attn: Debra Morrison	P.O. BOX 5006 1105 - 24th STREET PORT HURON MI 48061-5006 USA	11,131.75	0.00	11,131.75
284	XL 2000 RODAC INC.	9007 ROBERT ARMOUR MONTREAL QC H1E 6J7	1,650.69	0.00	1,650.69
285	YORK MOLD *	60 S Main Street MANCHESTER PA 17345-9639 USA	1,787.58	0.00	1,787.58
286	ZESTA ENGINEERING LTD	212 WATLINE AVENUE MISSISSAUGA ON L4Z 1P4	1,170.80	0.00	1,170.80

02-Dec-2010

Date


Regis J Rehel

District of Quebec
Division No. 01 - Montréal
Court No. 500-11-039457-102
Estate No. 41-1393380

-- FORM 78 -- Continued --

List "A"
Unsecured Creditors

Power Battery (Iberville) Ltd

No.	Name of creditor	Address	Unsecured claim	Balance of claim unsecured	Total claim
287	ZIP ZAP SPLASH INC	495 ST-LOUIS ST-JEAN-SUR-RICHELIEU QC J3B 8X7	332.98	0 00	332.98
288	ZZ US EXCHANGE 1.0434	- --	293,439.39	0.00	293,439.39
Total:			8,665,385.92	12,919,307.81	21,584,693.73

02-Dec-2010

Date


Regis J Rehel

District of Quebec
Division No. 01 - Montréal
Court No. 500-11039457-102
Estate No. 41-1393380

-- FORM 78 -- Continued --

List "B"
Secured Creditors

Power Battery (Iberville) Ltd

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	ALTER MONETA CORPORATION	101 BOUL. ROLLAND THERRIEN LONGUEUIL QC J4H 4B9	587,198.99	Business Assets - Machinery - Plant equipment		587,198.99		
2	BANQUE NATIONALE DU CANADA	600 RUE DE LA GAUCHETIERE O. MONTREAL QC H3B 4L2	393,646.44	Real Property or Immovable - Cottage - Alburg, Vermont		393,646.44	366,353.56	
3	BANQUE NATIONALE DU CANADA	600 RUE DE LA GAUCHETIERE OUEST MONTREAL QC H3B 4L2	4,103,515.00	Business Assets - Machinery - Plant equipment		4,103,515.00	309,286.01	
4	BANQUE NATIONALE DU CANADA	600 RUE DE LA GAUCHETIERE O. MONTREAL QC H3B 4L2	15,956,000.00	Securities - Other - Inter-company Business Assets - Trade Fixtures - Office fixtures Business Assets - Stock In Trade - Inventory Debts Due - Business - Accounts Receivable Debts Due - Business - Inter-Co. Accounts receivable		0.00 0.00 2,000,000.00 1,800,000.00 0.00		12,156,000.00
5	COMMISSION SCOLAIRE DES HAUTES RIVIÈRES	210, RUE NOTRE-DAME HAUTES RIVIERES ST-JEAN-SUR-RICHELIE U QC J3B 6N3	11,963.46	Real Property or Immovable - Building and Land - Iberville - 770 Thomas		11,963.46		
6	GE IMMOBILIER-IMMOBILIER D'ENTREPRISES, CANADA	SUITE 1100 1250 RENÉ-LEVESQUE O. MONTREAL QC H3B4W8	3,586,766.38	Real Property or Immovable - Building and Land - Iberville - 770 Thomas		2,823,458.57		763,307.81
7	VILLE DE ST-JEAN-SUR-RICHELIEU	C.P. 700 188 RUE JACQUES-CARTIER NORD ST-JEAN-SUR-RICHELIE U QC J3B 6Z8	164,577.97	Real Property or Immovable - Building and Land - Iberville - 770 Thomas		164,577.97		
Total			24,803,668.24			11,884,360.43	675,639.57	12,919,307.81

02-Dec-2010

Date


Regis J Rehel

District of Quebec
Division No. 01 - Montréal
Court No. 500-11-039457-102
Estate No. 41-1393380

-- FORM 78 -- Continued --

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

Power Battery (Iberville) Ltd

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	- --		-	300,000.00	0.00	300,000.00
Total:					300,000.00	0.00	300,000.00

02-Dec-2010

Date


Régis 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 disclaim 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 **Power Battery (Iberville) Ltd.** 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 **Power Battery (Iberville) Ltd.**

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.: 500-11-039457-102
Estate No.: 41-1393380

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
Power Battery (Iberville) Ltd.

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 **Power Battery (Iberville) Ltd.** 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 one thousand dollars (\$1,000);

- or -

B ☐ A *pari passu* and pro rata share of the balance of the distribution of seven hundred thousand dollars (\$700,000), 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

(français – au recto)

CANADA

Province of Québec

District of: Québec

Division no.: 01 - Montréal

Court no.: 500-11-039457-102

Estate no.: 41-1393380

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
Power Battery (Iberville) Ltd, 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)