

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)

**Report of Trustee on Proposal**  
(Section 59(1) and paragraph 58(d) 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

We, RSM Richter Inc., the Trustee acting in the Proposal of Power Battery (Iberville) Ltd., hereby report to the Court as follows:

1. That a Proposal was filed with us on the 3<sup>rd</sup> day of December 2010, a copy of which is attached and marked as Exhibit "A", and that we filed a copy of the Proposal with the Official Receiver on the 3<sup>rd</sup> day of December 2010.
2. That on the 3<sup>rd</sup> day of December 2010, we gave notice to the debtor, to the division office and to every known creditor affected by the Proposal, whose names and addresses are shown in Exhibit "B" to this report, of the calling of a meeting of creditors to be held on the 17<sup>th</sup> day of December 2010 to consider the Proposal.
3. That with the notice was included a condensed statement of the assets and liabilities of the debtor, a list of the creditors affected by the Proposal who have claims of \$250 or more and showing the amounts of their claims, a copy of the Proposal, a form of proof of claim and proxy in blank, a voting letter and a Notice of hearing of application for Court approval of the Proposal. Copies of the Notice, the condensed statement and the list of creditors are attached and marked as Exhibits "C1", "C2" and "C3", respectively.
4. That prior to the meeting of creditors we made a detailed and careful inquiry into the liabilities of the debtor, the debtor's assets and their value, the debtor's conduct and the causes of the debtor's insolvency.
5. That the meeting of creditors was held on the 17<sup>th</sup> day of December 2010, and was presided over by the Official Receiver.
6. That the Proposal was accepted by the required majority of creditors.
7. That a copy of the Minutes of the meeting will be filed with the court at the hearing of application for Court approval of the Proposal.

8. That we are of the opinion that:

a) the assets of the debtor and their fair realizable value are as follows:

Power Battery (Iberville) Ltd. Assets as at December 17, 2010		
(000's)	Book Value Unaudited	Estimated Gross Realization Value
Accounts receivable	\$ 2,807	\$ 1,800
Intercompany receivables	13,183	-
Inventory	4,500	2,000
Capital Assets	10,295	5,000
Plant Building	3,503	3,000
Investment in subsidiaries	555	-
	<u>\$ 34,843</u>	<u>\$ 11,800</u>

b) the liabilities of the debtor are as follows:

Power Battery (Iberville) Ltd. Liabilities		
(000's)	As per Statement of Affairs dated December 2, 2010	As at December 17, 2010 <sup>1</sup>
Secured Claims	\$ 24,804	\$ 882
Preferred Claims	-	-
Unsecured Claims	8,665	4,675
	<u>\$ 33,469</u>	<u>\$ 5,557</u>

<sup>1</sup> Claims as filed Subject to verification by the debtor.

9. That we are also of the opinion that:

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

The insolvency of the debtor is due to operating losses incurred in the past two fiscal years (ending March 31, 2009 and 2010) due to a combination of extraordinary factors including absentee management due to illness, significant volatility in raw material costs and a downturn in the global economy.

b) the conduct of the debtor is subject to censure in the following respects:

Not applicable.

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

Not applicable.

10. That we are further of the opinion that the debtor's proposal is an advantageous one for the creditors, for the following reason:

The estimated distribution to the Ordinary Creditors in a Proposal is approximately \$0.10 on the dollar, which is greater than the estimated dividend of approximately \$0.01 on the dollar in the event of a bankruptcy.

11. That we forwarded a copy of this report to the Official Receiver on this day.

Dated at the City of Montréal in the Province of Quebec, this 17<sup>th</sup> day of December 2010.

RSM Richter Inc. - Trustee

Per:


  
Benoit Gingues, CA, CIRP  
2 Place Alexis Nihon, Suite 1820  
Montréal QC H3Z 3C2  
Phone: (514) 934-3497 Fax: (514) 934-3504

Exhibit A

CANADA

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

SUPERIOR COURT  
(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 *BIA* 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 *BIA*), 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) *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;

**1.1.35 "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) *B/A*;

**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 *B/A*, 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) *B/A*;
- (b) every provision of the *B/A* 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 *BIA*. 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 *BIA*, 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 its 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*).

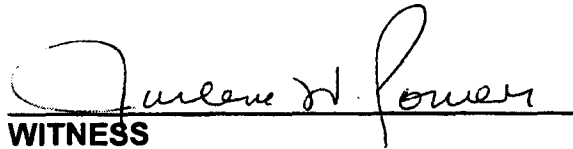
**18. PROPOSAL CONDITIONS**

**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

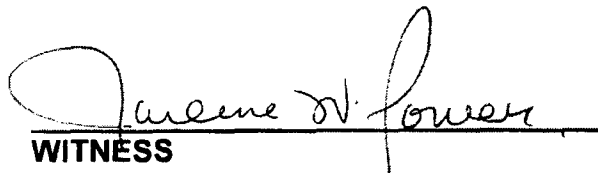
**POWER BATTERY CO., INC.** a New Jersey (U.S.A.) corporation, hereby:

- (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:   
Régis Rehel, President

  
**WITNESS**



Bureau du surintendant  
des faillites Canada

Un organisme  
d'Industrie Canada

Office of the Superintendent  
of Bankruptcy Canada

An Agency of  
Industry Canada

District de : Québec  
No division : 01 - Montreal  
No cour : 500-11-039457-102  
No dossier : 41-1393380

Dans l'affaire de la proposition de :

**Power Battery (Iberville) Ltd**  
Débiteur

**RSM RICHTER INC.**  
Syndic

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Date de la proposition :	03 décembre 2010	Garantie :	\$
Assemblée des créanciers :	17 décembre 2010, 10:00 5, Place Ville Marie, 8e étage Montréal Canada,		
Président :	Séquestre officiel		

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CERTIFICAT DU DEPOT D'UNE PROPOSITION - Article 62

Je soussigné, séquestre officiel pour ce district de faillite, certifie par les présentes que :

- une proposition à l'égard du débiteur susmentionné a été déposée en vertu de l'article 62 de la *Loi sur la faillite et l'insolvabilité*.

Le syndic susmentionné doit :

- me fournir, sans délai, une garantie selon la somme susmentionnée; et
- envoyer à tous les créanciers, aux moins dix jours avant l'assemblée, un avis de l'assemblée des créanciers, laquelle sera tenue à la date et à l'endroit susmentionnés.

Date : 03 décembre 2010, 11:19

E-File/Dépôt Electronique

Séquestre officiel

, 5, Place Ville Marie, 8e étage, Montréal Canada, H3B2G2, (514)283-6192

Canada

Office of the Superintendent  
of Bankruptcy CanadaAn Agency of  
Industry CanadaBureau du surintendant  
des faillites CanadaUn organisme  
d'Industrie Canada

Canada

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## E-Filing | update an estate:

The Reference Number for this transaction is: 5644854.

Submitted by Carol O'Donnell.

(2010-12-03 10:58 EST)

Please Note: The following estate(s) were updated:

- **Estate Number:** 41-1393380

**Estate Name:** Power Battery (Iberville) Ltd

The following document(s) have been successfully submitted:

- Proposal

[Click here](#) if you would like to submit another document for this estate.

If you would like to submit a document against a different estate, please click on the "Update" button in the navigation bar at the top of the screen.

---

Last Updated: 2010-09-17

[Important Notices](#)



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dossier

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Préférences

Manuel

Sortie

## Dépôt électronique | mise à jour:

Le numéro de référence de cette transaction est : 5649218.

Déposé par Lucie Leroux.  
(2010-12-06 10:16 HNE)

Les dossiers suivants ont été mis à jour :

- **Numéro de dossier :** 41-1393380  
**Nom du dossier :** Power Battery (Iberville) Ltd

Les documents suivants ont été déposés avec succès :

- Report of the Trustee on the Financial Situation of the Debtor and on Propos

Veillez [cliquer ici](#) si vous souhaitez déposer un autre document pour ce dossier.

Si vous souhaitez déposer un document relatif à un autre dossier, veuillez cliquer sur le bouton « Mise à jour » de la barre de navigation au haut de l'écran.

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Mise à jour : 2010-09-17

[Avis importants](#)



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[Nouveau  
dossier](#)

[Mise à jour](#)

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[Sortie](#)

## Dépôt électronique | mise à jour:

Le numéro de référence de cette transaction est : 5649156.  
Déposé par Lucie Leroux.  
(2010-12-06 10:10 HNE)

Les dossiers suivants ont été mis à jour :

- **Numéro de dossier :** 41-1393380  
**Nom du dossier :** Power Battery (Iberville) Ltd

Les documents suivants ont été déposés avec succès :

- Avis de la proposition aux créanciers

Veuillez [cliquer ici](#) si vous souhaitez déposer un autre document pour ce dossier.

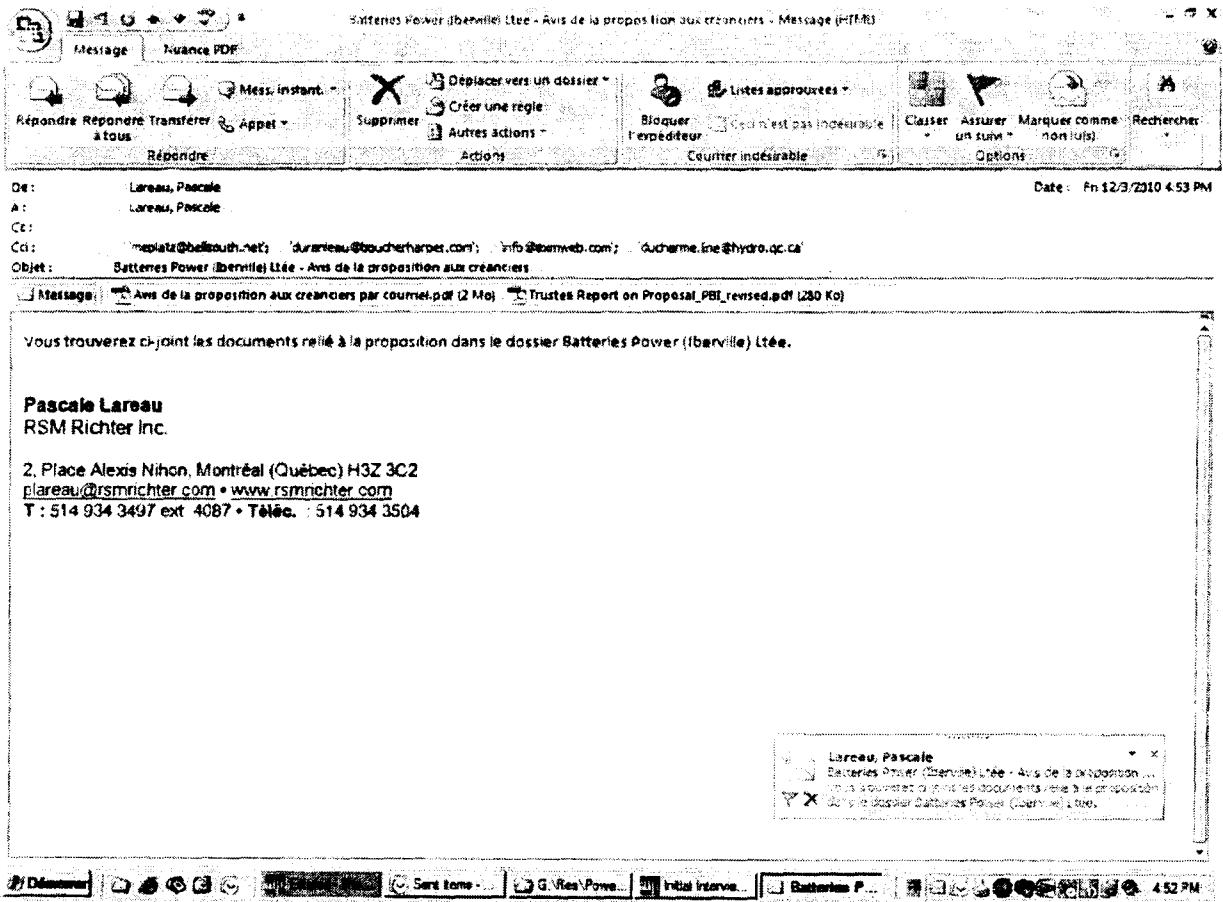
Si vous souhaitez déposer un document relatif à un autre dossier, veuillez cliquer sur le bouton « Mise à jour » de la barre de navigation au haut de l'écran.

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Mise à jour : 2010-09-17

[Avis importants](#)





Dans l'affaire de la proposition de / In the Matter of the Proposal of  
**Batteries Power (Iberville) Ltée / Power Batteries (Iberville) Ltd.**

**Envois supplémentaires par courriel / Supplementary mailings by e-mail**

<b>Creditor</b>	<b>c/o</b>	<b>E-mail address</b>
Nippon Sheet Glass Co, Ltd.	Michael Platz	<a href="mailto:meplatz@bellsouth.net">meplatz@bellsouth.net</a> ;
Boucher Harper (Groupe G.L.P. Hi-Tech Inc.)	Me Guy Duranleau	<a href="mailto:duranleau@boucherharper.com">duranleau@boucherharper.com</a> ;
EXM Manufacturing		<a href="mailto:info@xmweb.com">info@xmweb.com</a> ;
Hydro Québec	Line Ducharme	<a href="mailto:Ducharme.Line@hydro.qc.ca">Ducharme.Line@hydro.qc.ca</a> ;

Ajouter un point-virgule après chaque adresse courriel

Joindre le Formulaire 1 lors des envois de documents prescrits (voir ci-dessous).

COUR SUPÉRIEURE  
En matière de faillite et d'insolvabilité  
(Chambre commerciale)

---

Province de Québec  
District de Québec  
No Division : 01-Montréal  
No Cour : 500-11-039457-102

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Dans l'affaire de la proposition de

Batteries Power (Iberville) Ltée

Personne morale insolvable

- et -

RSM Richter Inc.

Syndic

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AFFIDAVIT D'ENVOI  
Avis de la proposition aux créanciers

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RSM Richter Inc.  
2 Place Alexis Nihon, bureau 1820  
Montréal (Québec) H3Z 3C2  
Téléphone : 514.934.3497  
Télécopieur : 514.934.3504

Exhibit B

CANADA  
PROVINCE DE QUÉBEC  
District de : Québec  
No Division : 01-Montréal  
No Cour : 500-11-039457-102  
No Dossier : 41-1393380

COUR SUPÉRIEURE  
En matière de faillite et d'insolvabilité  
(Chambre commerciale)

**Affidavit d'envoi  
Avis de la proposition aux créanciers**

Dans l'affaire de la proposition de  
**Batteries Power (Iberville) Ltée**

Je, soussignée, du cabinet de RSM Richter Inc., 2 Place Alexis Nihon, bureau 1820, Montréal, Québec, déclare et dis ce qui suit :


Que j'ai fait expédier, par courrier ordinaire dûment affranchi, du bureau de poste de la ville de Westmount, province de Québec, le 3 décembre 2010, à tous les créanciers connus apparaissant à la Liste de poste ci-jointe, au dirigeant de la personne morale insolvable, ainsi qu'à la cour, l'*Avis de la proposition aux créanciers*, incluant une copie de la proposition, d'un état succinct de son actif et de son passif; une liste des créanciers visés par la proposition et dont les réclamations se chiffrent à 250 \$ ou plus; un formulaire de preuve de réclamation et de procuration et un formulaire de votation; et un *Avis d'audition de la demande d'approbation par le tribunal d'une proposition*, et le *Rapport du syndic sur la situation financière de la débitrice et sur la proposition*, dont copies conformes desdits documents sont annexées au présent affidavit.

Qu'à cette même date, j'ai fait expédier, par courriel, à toutes les personnes apparaissant à la Liste des envois supplémentaires par courriel, une copie du formulaire 01.1, l'*Avis de la proposition aux créanciers*, l'*Avis d'audition de la demande d'approbation par le tribunal d'une proposition*, et le *Rapport du syndic sur la situation financière de la débitrice et sur la proposition*, dont copie conforme desdits documents sont annexées au présent affidavit; et

Que j'ai également déposé électroniquement, le 6 décembre 2010, auprès du Bureau de division l'*Avis de la proposition aux créanciers* et le *Rapport du syndic sur la situation financière de la débitrice et sur la proposition*, dont copies des confirmations de dépôt sont jointes au présent affidavit.

  
Heather Chennell

Assermentée dans la ville de Montréal, en la  
province de Québec, le 6 décembre 2010.

  
Commissaire à l'assermentation pour la  
province de Québec



## - Creditor Mailing List -

In the Matter of the Proposal of  
Power Battery (Iberville) Ltd.  
Of the City of Saint Leonard  
In the Province of Quebec

Creditor Type	Name	Attention	Address
Director	Regis J Rehel		6030 rue Cavalieri Brossard QC J4Z 0H2
Preferred	VACATIONS		- --
Secured	ALTER MONETA CORPORATION		101 BOUL. ROLLAND THERRIEN LONGUEUIL QC J4H 4B9
	BANQUE NATIONALE DU CANADA		600 RUE DE LA GAUCHETIÈRE OUEST MONTREAL QC H3B 4L2
	BANQUE NATIONALE DU CANADA		600 RUE DE LA GAUCHETIERE O. MONTREAL QC H3B 4L2
	BANQUE NATIONALE DU CANADA		600 RUE DE LA GAUCHETIERE O. MONTREAL QC H3B 4L2
	COMMISSION SCOLAIRE DES HAUTES RIVIÈRES		210, RUE NOTRE-DAME HAUTES RIVIERES ST-JEAN-SUR-RICHELIEU QC J3B 6N3
	GE IMMOBILIER-IMMOBILIER D'ENTREPRISES, CANADA		SUITE 1100 1250 RENÉ-LEVESQUE O. MONTREAL QC H3B4W8
	VILLE DE ST-JEAN-SUR-RICHELIEU		C.P. 700 188 RUE JACQUES-CARTIER NORD ST-JEAN-SUR-RICHELIEU QC J3B 6Z8
Unsecured	A.N. FREEDMAN, INC.		SUITE 2107 2021 ATWATER MONTREAL QC H3H 2P2
	ACCUMA CORPORATION *		133 FANJOY ROAD STATESVILLE NC 28625 USA
	ACIERS ROBOND INC.		1795 BOUL. INDUSTRIEL MAGOG QC J1X 5P2
	ACTION PLASTIQUE		8470 PASCAL GAGNON ST-LEONARD QC H1P 1Y4
	ADF DIESEL (MONTREAL)		2355 BOUL. HYMUS DORVAL QC H9P 1J8
	ALARME LUMA / TEL TECH		892 CHEMIN MARIEVILLE RICHELIEU QC J3L 5Z6
	ALTER MONETA CORPORATION		101 BOUL. ROLAND THERRIEN LONGUEUIL QC J4H 4B9
	AMPLEX CHEMICAL PRODUCTS		600 AVENUE DELMAR POINTE-CLAIRE QC H9R 4A8
	ANCRA INTERNATIONAL		CIBC BANK P.O. BOX 3766 TORONTO QC M5L 1K1
	ANDRE ROY AUTO ELECTRIQUE		266 JACQUES CARTIER ST-JEAN-SUR-RICHELIEU QC J3B 4J8
	ANI INTERNATIONAL		125 S. WACKER DR. STE 1210 ChicagI IL - 60606 USA
	ARAMARK		4900 RUE FISHER MONTREAL QC H4T 1J6
	ARC BROSSEAU INC.		973 BOUL. IBERVILLE IBERVILLE QC J2X 4A8

**- Creditor Mailing List -**

In the Matter of the Proposal of  
Power Battery (Iberville) Ltd.  
Of the City of Saint Leonard  
In the Province of Quebec

Creditor Type	Name	Attention	Address
Unsecured	ATELIER DE MECANIQUE YVES DUROCHER INC.		28 RUE FOCH SAINT-JEAN-SUR-RICHELIEU QC J3B 2A3
	AUTO-CHEM INC.		33 ROYAL LE GARDEUR QC J5Z 4Z3
	AXSUN LOGISTICS		4900 ARMAND FRAPPIER ST-HUBERT QC J3Z 1G5
	AXSUN LOGISTICS *		4900 ARMAND FRAPPIER ST-HUBERT QC J3Z 1G5
	BANQUE LAURENTIENNE-VISA		C.P. 1840 SUCC. B MONTREAL QC H3B 9Z9
	BARJAN CANADA ULC		STATION A P.O. BOX 57330 TORONTO ON M5W 5M5
	BASCH TEXTILES CANADA INC.		20 ROUTE 125 SAINT-ESPRIT QC J0K 2L0
	BATCO		16511 111 AVE. Edmonton AB T5M 2S2
	BATTERIES DIXON INC.		5640 AVENUE LOUIS H BERT MONTREAL QC H2G 2L8
	BATTERIES UNIVERSELLE LTEE		6290 DES GRANDES PRAIRIES St LEONARD QC HIP 1A2
	BAYCO PRODUCTS *		640 S. SANDEN BLVD. WYLIE TX 75098 USA
	BELL CANADA		PO BOX 8713 SUCC.CENTRE-VILLE MONTREAL QC H3C 4L6
	BENDIX US *		P.O. BOX 92096 CHICAGO IL 60675 USA
	BGL BROKERAGE LTD		SUITE 380 2750 EINSTEIN STE-FOY QC G1P 4R1
	BGL BROKERAGE LTD (US) *		SUITE 800 2750 EINSTEIN STE-FOY QC G1P 4R1
	BM - BATTERY MACHINES		A-8273 EBERSDORF 226 EBERSDORF - AUSTRIA
	BROSSES LACASSE		107 RUE AUTHIER ST-ALPHONSE DE GRANBY QC J0E 2A0
	BURLAN CORPORATION *		PO BOX 12336 2740 WEST FRANKLIN BLVD GASTONIA NC 28052-0010 USA
	CADEL 086 DIVISION UAP INC.		1080 MONTEE DE LIESSE MONTREAL QC H4S 1J4
	CARRUS TECHNOLOGIES		SUITE 800 1010 RUE DE SERIGNY LONGUEUIL QC J4K 5G7
	CARTON UNIPACK INC.		1375 BROUILLETTE ST-HYACINTHE QC J2T 2G7
	CASCADES ENVIROPAC		C.P. 1620 541 RUE MELCHERS BERTHIERVILLE QC J0K 1A0
	CBC, COMPAGNIE BATTERIES COMMERCIALES		173 AVENUE LABROSSE POINTE-CLAIRE QC H9R 1A3

## - Creditor Mailing List -

In the Matter of the Proposal of  
Power Battery (Iberville) Ltd.  
Of the City of Saint Leonard  
In the Province of Quebec

Creditor Type	Name	Attention	Address
Unsecured	CEB COURRIER		2045 RUE DE LA METROPOLE LONGUEUIL QC J4G 1S9
	CENTRE DE CONFORMIT ICC INC.		88 AVENUE LINDSAY DORVAL QC H9P 2T8
	CENTRE DE PARTAGE COMM. JO		280 MERCIER ST-JEAN-SUR-RICHELIEU QC J3B 6H4
	CENTRE DU CAMION GAMACHE		609 PRINCIPALE ST-PAUL-DE-L'ILE-AUX-NOIX QC J0J 1G0
	CENTRE DU CAMION M.C. LTEE		895 RUE AUBRY ST-JEAN-SUR-RICHELIEU QC J3B 2H8
	CHAM-CAL ENGINEERING *		12722 WESTERN AVENUE GARDEN GROVE CA 92841 USA
	CHAMPION LABORATORIES INC.		P.O. BOX 9100, STATION F TORONTO ON M4Y 3A5
	CHICAGO PNEUMATIC		STATION A P.O. BOX 2687 TORONTO ON M5W 2N7
	CIRCLE CORTINA INDUSTRIES		195 EDWARD ST. ST-THOMAS ON N5P 1Z4
	CLAIR, LAPLANTE, COTE		330 CORMIER, BUREAU 301 DRUMMONDVILLE QC J3C 8B3
	CLAREMONT (SPECTRO COATING CORP)*		FLOCK DIVISION 107 SCOTT DRIVE LEOMINSTER MA 01453 USA
	CMW AUTOMATION INC. *		52 PEPPERMINT ROAD COMMACK NY 11725 USA
	COMPO-HAUT-RICHELIEU		825 LUCIEN BEAUDIN ST-JEAN-SUR-RICHELIEU QC J2X 5L2
	CONFORT ELITE		485 RUE ST-JACQUES SAINT-JEAN-SUR-RICHELIEU QC J3B 2M1
	CONVAL QUEBEC		1295 rue de la Jonquière Quebec QC G1N 3X2
	COOPER BUSSMANN INC		P.O. BOX 9573, STATION A TORONTO ON M5W 2K3
	CO-OPERATIVE INSURANCE *		292 COLONIAL DRIVE P.O. BOX 5890 MIDDLEBURY VT 05753-5890 USA
	COVENTA INC.		PARC INDUSTRIEL 1342 RUE NEWTON BOUCHERVILLE QC J4B 5H2
	CREDIT PROTECTION E.D. LTEE		SUITE 103 1558 VIEL MONTREAL QC H3M 1G5
	CREDIT-BAIL CIE		8260 BOUL. DU GOLF ANJOU QC H1J 3A4
	CY-BO PLASTIQUES INC		SUITE 201 1485 ST-ELZEAR WEST, LAVAL QC H7L 3N6
	DANIEL C. TANNEY, INC. *		P.O. BOX 272 3268 CLIVE AVENUE BENBALEM PA 01902 USA



## - Creditor Mailing List -

In the Matter of the Proposal of  
Power Battery (Iberville) Ltd.  
Of the City of Saint Leonard  
In the Province of Quebec

Creditor Type	Name	Attention	Address
Unsecured	DELAGE LANDEN		1235 NORTH SERVICE RD WEST, SUITE 100 OAKVILLE ON L6M 2W2
	DIRECT-MARKETING P.G. INC.		35 GRAND MARSHALL DRIVE TORONTO ON M1B 5W9
	DISTRIBUTION C.L.C.L. INC		120 121E AVENUE DRUMMONDVILLE QC J2B 4B5
	DL DURET ET LANDRY INC.		2250 BOUL. INDUSTRIEL CHOMEDEY, LAVAL QC H7S 1P9
	DOCAP (1985) CORPORATION		900 MONTEE DE LIESSE MONTREAL QC H4T 1N8
	DUFORT & LAVIGNE LTEE		8581 PLACE MARIEN MONTREAL QC H1B 5W6
	EKA CHEMICALS INC. *		SUCCURSALE CENTRE-VILLE (M2054) CP 11012 MONTREAL QC H3C 4T9
	ELECTRO SONIC		1100 GORDON BAKER ROAD TORONTO ON M2H 3B3
	EMAC WAREHOUSE SERV. INC.*		1 MASTHEAD DRIVE NORTH KINGSTOWN RI 02852 USA
	EMBALLAGES JEAN-CARTIER		2325 BLVD. INDUSTRIAL St. CESAIRE QC J0L 1T0
	EMCO LT E		600 RUE ST-JACQUES ST-JEAN-SUR-RICHELIEU QC J3B 2M5
	ENTREPRISES HYDRAULIQUES BRIERE ENR.		876 CLAUDE-DE-RAMESAY MARIEVILLE QC J3M 1N9
	EQUIPEMENT EPC INC.		2307 43IEME AVENUE LACHINE QC H8T 2K1
	EQUIPEMENT McCANN LTEE		10255 CÔTE DE LIESSE DORVAL QC H9P 1A3
	EQUIPEMENT ROBERT INC.		55 ROUTE 104 ST-JEAN QC J2X 1H2
	EQUIPEMENTS E.M.U. LTEE.		3975 RUE JEAN-MARCHAND QUEBEC QC G2C 2J2
	ESCA TECH INC *		3747 NORTH BOOTH ST. MILWAKEE MI 53212-1 USA
	ETIQUETTES FLEXO LABELS INC		8765 RUE DU PARCOURS ANJOU QC H1J 1B9
	EULER ACI *	Sophie Normandin	A/S SOPHIE NORMANDIN 1155 BOUL. RENE-LEVESQUE O. BUR.1702 MONTREAL QC H3B 3Z7
	EXIDE CANADA INC.		220 BOUL. INDUSTRIEL BOUCHERVILLE QC J4B 2X4
	EXIDE TECHNOLOGIES INDUSTRIAL ENERGY		220 BOUL. INDUSTRIEL BOUCHERVILLE QC J4B 2X4
	FAIRVIEW FITTINGS		2955 LUCIEN-L'ALLIER LAVAL QC H7P 0A1
	FAUCHER INDUSTRIES INC.		6363 DES GRANDES PRAIRIES SAINT-LEONARD QC HIP 1A5
	FEDERAL EXPRESS		5895 EXPLORER DRIVE MISSISSAUGA ON L4W 5K6

## - Creditor Mailing List -

In the Matter of the Proposal of  
Power Battery (Iberville) Ltd.  
Of the City of Saint Leonard  
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Creditor Type	Name	Attention	Address
Unsecured	FESTO INC.		5600 TRANS CANADA MONTREAL QC H9R 1B6
	FIRING CIRCUITS INC.*		230 LONG HILL CROSS ROAD SHELTON CT 06484 USA
	FISHER SCIENTIFIQUE		P.O. BOX 9200 TERMINAL OTTAWA ON K1G 4A9
	FLEETSPEC		5857 CHEMIN ST-FRANCOIS ST-LAURENT QC H4S 1B6
	FLEURISTE D CORATEUR		910 BOUL. DU SEMINAIRE NORD SAINT-JEAN-SUR-RICHELIEU QC J3A 1B5
	FLOW SYSTEMS CO.*		P.O. BOX 1069 ST. HELENA ISLAND SC 29920 USA
	FOURNITURES DE BUREAU DENIS		2990 BOUL. LE CORBUSIER LAVAL QC H7L 3M2
	G.H. BERGER LTEE		455 BOUL. DU SEMINAIRE SAINT-JEAN-SUR-RICHELIEU QC J3B 5L4
	G2S EQUIPEMENTS INC.		1895 CHEMIN ST-FRANCOIS DORVAL QC H9P 1K3
	GARAGE ANDRE MONTY INC.		48 CHEMIN MARIEVILLE ROUGEMONT QC J6J 4Z2
	GAZ METROPOLITAIN		SUCCURSALE CENTRE-VILLE C.P. 6115 MONTREAL QC H3C 4N7
	GENERAL ELECTRIC CANADA		P.O. BOX 7482 .STATION A TORONTO ON M5W 3C1
	GLASCOCK INTERNATIONAL, LLC *		SUITE A 3908 TENNESSEE AVENUE CHATTANOOGA TN 37409 USA
	GLASS SHIELD / PEINTURE HAUTE		111 BOMBARDIER CHATEAUGUAY QC J6J 4Z2
	GMAC		SUITE 900 3333 BOUL DE LA COTE-VERTU MONTREAL QC H4R 2N1
	GOAL TRANSPORTATION *		SUITE 201 809 WILLIAM MONTREAL QC H3C 1N8
	GOULD FASTENERS LIMITED		6209 NORTHWEST DR. MISSISSAUGA ON L4V 1P6
	GROTE INDUSTRIES CO.		230 TRAVAIL ROAD MARKHAM ON L3S 3J1
	GROUPE G.L.P. HI-TECH INC.		440 ST-MICHEL ST-JEAN-SUR-RICHELIEU QC J3B 1T4 Fax: (450) 348-9568
	H. MILOT INC.		1025 DES CARRIERES SAINT-JEAN-SUR-RICHELIEU QC J3B 6Y8
	H. PAULIN & CO. LIMITED		2591 DEBRAY LAVAL QC H7S 2J4
	HALTEC CORPORATION*		PO BOX 1180 SALEM OH 44460-8180 USA

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Creditor Type	Name	Attention	Address
Unsecured	HAMMOND GROUP, INC.*		2690 RELIABLE PARKWAY CHICAGO IL 60686-0026 USA
	HASTING FILTERS		POSTAL STATION A P.O. BOX 56304 TORONTO ON M5W 4L1
	HEBDRAULIQUE INC.		6781 RUE BOMBARDIER SAINT-LEONARD QC H1P 2W2
	HOLLINGSWORTH & VOSE CO.*		P.O. BOX 31267 HARTFORD CT 06150 USA
	HUDON DESBIENS ST-GERMAIN ENVIRONN. INC.		BUREAU 100 640 RUE SAINT-PAUL OUEST MONTREAL QC H3C 1L9
	HURRICANE PUMP DISTRIBUTION		134 ROMINA DRIVE , UNIT 2 CONCORD ON L4K 4Z7
	HYDRAULIC SOURCE INC.		5695 WHITTLE ROAD MISSISSAUGA ON L4Z 3P8
	HYDRO-QUEBEC		SUCCURSALE CENTRE-VILLE C.P. 11022 MONTREAL QC H3C 4V6
	ICT SYSTEME D'IMAGERIE		217 BOUL. ST-JOSEPH ST-JEAN QC J3B 1W8
	IMPRESSION IMAGE PLUS		400 AVENUE BEAUREGARD SAINT-JEAN-SUR-RICHELIEU QC J2X 2M4
	IMPRIMERIE M.L.		121 RUE BERNARD ST-JEAN-SUR-RICHELIEU QC J3B 7X1
	IMPRIMERIE RYAN INC.		4850 ST-AMBROISE, UNIT 2 ST-JEAN-SUR-RICHELIEU QC H4C 3N8
	IMPRIMERIE SUR-DEL INC.		104 ROUTE 133 SABREVOIS QC J0J 2G0
	INFO-LAN CONCEPT		3848 TASCHEREAU GREENFIELD PARK QC J4V 3N8
	INJECTION DIESEL GREENFIELD PARK		4855 SIR-WILFRID-LAURIER ST-HUBERT QC J3Y 3X5
	INSTALLATIONS J.R.R. ENRG		155 CHAMPLAIN ST-JEAN-SUR-RICHELIEU QC J3B 6V5
	INTER-CONTINENTAL GEAR & BRAKE		6200 B TOMKEN ROAD MISSISSAUGA ON L5T 1X7
	INTERTEK TESTING SERVICES		C.P. 11454 SUCC. CENTRE VILLE MONTREAL QC H3C 5K8
	INVESTISSEMENTS RAMMUSSEN INC. *		ROUTE 2 SOUTH Alburg VERMONT - 05540 USA
	IST TECHNOLOGIES DE SURFACE INT'L		3718 FRANCIS HUGHES LAVAL QC H7L 5A9
	ITM INSTRUMENTS INC.		AIRFLO, BAKER, PROJEAN 20800 BOUL. INDUSTRIEL STE-ANNE-DE-BELLEVUE QC H9X 0A1
	JACQUES BRULE		1388 HAZELWOOD ATHESTAM QC J0S 1A0
	JEAN-PIERRE GUAY TRANSPORT		1700 GRAND-BERNIER ST-BLAISE QC J0J 1W0 jptransport@videotron.ca

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In the Matter of the Proposal of  
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Creditor Type	Name	Attention	Address
Unsecured	JOHN BROOKS COMPANY LTD		2625 MEADOWPINE BLVD MISSISSAUGA ON L5N 7K5
	JOLI DISTR. F. HENDEL INC.		7479 TRANS CANADA ST-LAURENT QC H4T 1T3
	KALLSTROM ENGINEERING AB *		AKERIVAGEN 19 ESLOV - 24138
	KOLOSSAL SECURITE		424 RUE MARIEN MONTREAL-EST QC H1B 4V6
	L.M.L. ELECTRIQUE (1995) LTEE		SUITE 22 360 BOUL. DU SEMINAIRE NORD SAINT-JEAN-SUR-RICHELIEU QC J3B 5L1
	LABORATOIRE DE TOXICOLOGIE		INSPQ/TOXICOLOGIE HUMAINE 945, AVENUE WOLFE STE-FOY QC G1V 5B3
	LABRADOR LAURENTIENNE INC.		9021 BLVD. METROPOLITAIN EST ANJOU QC H1J 3C4
	LAPLAST ENR.		50 CARMEN ST-SAUVEUR QC J0R 1R5
	LAREAU ET FILS ASSURANCES *		C.P. 580, 353 RUE SAINT-JACQUES NAPIERVILLE QC J0J 1L0
	LAREAU ET FILS ASSURANCES INC.		C.P. 580 353 RUE SAINT-JACQUES NAPIERVILLE QC J0J 1L0
	LIBRAIRIE DU RICHELIEU		903 BLVD SEMINAIRE NORD SAINT-JEAN-SUR-RICHELIEU QC J3A 1J2
	LINCOLN INDUSTRIAL CORP *		5355 PAHSPHERE CIRCLE CHICAGO IL 60674 USA
	LINDE CANADA LIMITEE M2193		720 RUE ST-JACQUES SAINT-JEAN-SUR-RICHELIEU QC J3B 2M7
	LOCATION D'OUTILS SIMPLEX S.E.C.		9740 DE L'ACADIE MONTREAL QC H4N 1L8
	LOCATION FLORABEC		C.P. 298 1069 ROUTE 133 PHILLIPSBURG QC J0J 1N0
	LOCATION PRO-SEC		533 Lalemant ST-JEAN-SUR-RICHELIEU QC J3B 5B9
	LUBRIFIANTS ST-LAURENT INC.		2025 PLACE THIMENS SAINT-LAURENT QC H4R 1K8
	LUMEN		120 RUE DUBOIS SAINT-EUSTACHE QC J7P 4W9
	MAC ENGINEERING & EQUIPMENT *		2775 MEADOWBROOK ROAD BENTON HARBOR MI 49022 USA
	MARTIN INC.		285 RUE SAINT-JACQUES SAINT-JEAN-SUR-RICHELIEU QC J3B 2L1
	MAXXIMA, DIV. OF PANOR CORP.*		PANOR CORPORATION 125 CABOT COURT HAUPPAUGE NY 11788 USA
	MAZOUT & PROPANE BEAUCHEMIN		775 RUE GAUDETTE ST-JEAN-SUR-RICHELIEU QC J3B 7S7

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Creditor Type	Name	Attention	Address
Unsecured	MCMaster-CARR SUPPLY COMPANY *		P.O. BOX 7690 CHICAGO IL 60680-7690 USA
	METTLER-TOLEDO INC.		STATION A P.O. BOX 1518 TORONTO ON M5W 3N9
	MIDAC BATTERIES		37038 SOAVE VIA VOLTA 2-Z 1. VERONA - ITALY
	MILTON CANADA		2021 ATWATER, SUITE 2107 MONTREAL QC H3H 2P2
	MINOR RUBBER *		49 ACKERMAN BLOOMFIELD NJ 07003 USA
	MITEK INDUSTRIES INC. *		- --
	MONTREAL BATTERY DIRECT INC.		446 ST-PAUL LE GARDEUR QC J5Z 4C7
	MOTEURS LECTRIQUES GOYETTE		575 RUE RIENDEAU IBERVILLE QC J2X 3R8
	MOTEURS LECTRIQUES ST-JEAN		505 RUE ST-JACQUES ST-JEAN-SUR-RICHELIEU QC J3B 2M1
	MOTOPARTS INC.		1124 ST-CALIXTE PLESSISVILLE QC G6L 1N8
	MOTOR APPLIANCE CORPORATION *		P.O. BOX 507 WASHINGTON DC 63090 USA
	MOULES HSM INC.		207 RANG ST-EDOUARD ST-JEAN-SUR-RICHELIEU QC J2X 5T9
	MVS MACLEAN CREWSON *		1800 BROADWAY BUFFALO NY 14212 USA
	NATEXPORT (NEWALTA) *		600 DE LA GAUCHETIERE O MONTREAL QC H3B 4L2
	NATEXPORT (RSR) *		1200 RUE GARNIER STE-CATHERINE QC J5C 1B4
	NEWALTA CORPORATION		1200 RUE GARNIER STE-CATHERINE QC J5C 1B4
	NIPPON SHEET GLASS CO. LTD. *	Mr. Kenichiro Fukae	1-1-1, Nihonbashi, Chuo-ku TOKYO - 10300-27 JAPAN Kenichiro.Fukae@nsg.com
	NORDIC SENSORS INDUSTRIAL		1350 RUE NATIONAL LACHENAIE QC J6W 6M1
	NORMAN G. JENSEN CANADA INC.		200-545 HERVO ST. WINNIPEG MB R3T 3L6
	NORMAN G. JENSEN, INC. *		COMMERCE COURT POSTAL STATION BOX 3479 TORONTO ON M5L 1K1
	NU-LINE PRODUCTS INC.		891 ARVIN AVENUE HAMILTON ON L8E 5N9
	OMEGA ENVIRONMENTAL INC.		C.P. 11013 DOWNTOWN ST. MONTREAL QC H3C 4T9
	ONEIL COLOR & COMPOUNDING CORP. *		1235 NORTH F STREET RICHMOND VA 47374 USA
	OUTILS D.G. INC.		1465 BOUL. INDUSTRIEL CHAMBLY QC J3L 4C4

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Creditor Type	Name	Attention	Address
Unsecured	P.E. BOISVERT AUTO		2 BOUL. MARIE-VICTORIN BOUCHERVILLE QC J3B 1V5
	PAETEC COMMUNICATIONS, INC. *		P.O. BOX 1283 BUFFALO NY 14240-1283 USA
	PALETTE DU HAUT-RICHELIEU INC.		420 3E RANG SUD IBERVILLE QC J2X 4H8
	PAPETERIE PAYETTE DU H.-R. INC.		LOCAL 135 420 2IEME AVENUE IBERVILLE QC J2X 2B8
	PARTNERS IN CREDIT INC.		SUITE 201 9225 LESLIE STREET RICHMOND HILL ON L4B 3H6
	PELICAN PRODUCTS INC.*		P.O. BOX 84-5355 BOSTON MA 02284-5355 USA
	PERMATEx CANADA INC.		POSTAL STN A P.O. BOX #3498 TORONTO ON M5W 4C4
	PETROLES DUPONT INC.		636 GRAND BERNIER NORD SAINT-JEAN-SUR-RICHELIEU QC J2W 2H1
	PIECES D'AUTO ST-JEAN INC.		LOCAL 300 650 DE DIJON SAINT-JEAN-SUR-RICHELIEU QC J3B 8G3
	PLACEMENTS DENIS ROBERT INC.		55 ROUTE 133 ST-JEAN-SUR-RICHELIEU QC J2X 1H2
	PLACEMENTS TRIMAX INC.		2500 DANIEL JOHNSON BUR 108 LAVAL QC H7T 2P6
	PLANCHERS DE BETON ROYAL		3 RUE MASS ST-JEAN-SUR-RICHELIEU QC J2W 1M8
	PLASTIQUE MILLER LT E		1485 St-Elzéard Bur. 201 Laval QC H7L 3N6
	PLUSKOTA ELECTRIC MFG CO *		P.O.BOX 387 PALOS HEIGHTS IL 60463 USA
	PNEUMATIQUE O.C.C. INC.		2153 ROUTE 133 ST-ATHANASE QC J2X 5K9
	POGO LOGISTICS INC.	HARVEY CUTTING	#9, 510 - 45 STREET WEST SASKATOON SK S7L 6H2 Fax: (306) 343-7646 pogologistics@sasktel.net
	POLYMER MOLDING COPR *		1655 WEST 20TH ST EARIE PA 16502 USA
	POWER CANADA CABLES LTD.		707 ROUTE 219 NAPIERVILLE QC J0J 1L0
	POWER TECH PLASTIQUES		770 THOMAS St Jean sur Richelieu QC J2X 5E7
	PREMIER EXHAUST INC		P.O. BOX 56339 POSTAL ST A TORONTO ON M5W 4L1
	PRIMAX TECHNOLOGIES		133 GUTHRIE DORVAL QC H9P 2P1
	PRIMUS CANADA		STATION A P.O. BOX 4662 TORONTO ON M5W 5H4

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Creditor Type	Name	Attention	Address
Unsecured	PRO-BALLAST INC.		885 RUE AUBRY ST-JEAN SUR LE RICHELIEU QC J3B 7R4
	PROCESSING SUPPLY COMPANY *		2504 LOCH VIEW COURT CNYERS GA 30094 USA
	PRODUIT NON FERREUX GAUTHIER INC.		3525 ROBERT CHEVALIER MONTREAL QC H1A 3R7
	PRODUITS CHIMIQUES CARTIER		445 21 IEME AVE LACHINE QC H8S 3T8
	PRODUITS METCHRO INC.		LOCAL 1 6755 AVE. CHOQUETTE ST-HYACINTHE QC J2S 8L2
	PROTAC INDUSTRIES	ERIC PARENT	445 JEAN-CLERMONT ST-CELESTIN QC J0C 1G0
	PROTECTRON INC.		9120 PASCAL-GAGNON MONTREAL QC H1P 2X4
	PROTO PLUS/LCP PRECISION INC.		415 RUE NORMAN LACHINE QC H8R 1A4
	PULVERISATEUR MS		4300 RUE VACHON DRUMMONDVILLE QC J2B 6V4
	PUROLATOR COURIER LTD		ETOBICOKE POSTAL STATION P.O. BOX 1100 ETOBICOKE ON M9C 5K2
	QUIK-X TRANSPORTATION		151 REVERCHON Pointe Claire QC H9P 1K1
	R PARATION B.P. ENR.		2145 ROUTE 133 SAINT-ATHANASE D'IBERVILLE QC J3B 5K5
	R.A.M.Q.		C.P. 14000 SUCC. TERMINUS QUEBEC QC G1K 9J4
	R.L. DOUCET INC.		1240 RUE NATIONALE LACHENAIE QC J6W 6C1
	RACINE CHEVROLET		200 MOREAU ST-JEAN SUR LE RICHELIEU QC J2W 2M4
	RADIATOR SPECIALTY COMPANY		1711 AIMCO BLVD MISSISSAUGA ON L4W 1H7
	RAYCO HARDWARE IMPORT		9333 PARKWAY MONTREAL QC H1J 1N4
	RAYMOND CHABOT SST INC.		BUREAU 200 140 GRAND-ALLEE EST QUEBEC QC G1R 5P7
	RAYMOND, CHABOT, GRANT, THORTON		357 BOUL. DU SEMINAIRE NORD SAINT-JEAN-SUR-RICHELIEU QC J3B 2L6
	RECEVEUR GENERAL DU CANADA		BUREAU 111 25 RUE DES FORGES TROIS-RIVIERES QC G9A 2G4
	REMORQUAGE CONRAD D. INC		770-A GAUDETTE ST-JEAN-SUR-RICHELIEU QC J3B 1L7
	REPARATION B.P.		2145 ROUTE 133 ST-JEAN SUR LE RICHELIEU QC J2X 4C4
	RICHARDSON MOLDING INC.*		P.O. BOX 8332 DES MOINES IA 50301-8332 USA

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Creditor Type	Name	Attention	Address
Unsecured	RLM INDUSTRIEL COMBUSTION INC.		SUITE 612 9575 ILLINOIS BROSSARD QC J4Y 3A5
	RMS QUIPEMENTS SANITAIRES INC.		A.V.S. DISTRIBUTION ENR. 3955 AUTOROUTE DES LAURENTIDES LAVAL QC H7L 3H7
	ROBERT THIBERT INC.		200 BOUL. ST-JEAN-BAPTISTE MERCIER QC J6R 2L2
	ROPE & PLASTIC SALES (USA) BILL LINCOLN *		1820 RAMHURST DR CLEMMONS NC 27012 USA
	ROSSPAR LIMITED		17-1755 PLUMMER ST. PICKERING ON L2W 3S1
	RPT INDUSTRIAL		1426 BOUL. INDUSTRIEL MAGOG QC J1X 4V9
	RSR CORPORATION *		P.O. BOX 846010 DALLAS TX 75284-6010 USA
	RWD TOOLS & MACHINE LTD		151 BUTTERMILL AVENUE CONCORD ON L4K 3X5
	S.A.A.Q.		SUCC TERMINUS C.P. 14000 QUEBEC QC G1K 9J4
	S.J.B. ST-JEAN BEARING LTEE		30 ROUTE 104 ST-JEAN-SUR-RICHELIEU QC J2X 1H1
	SCHUMACHER ELECTRIC *		1025 E THOMPSON AVENUE HOOPESTON IL 60942 USA
	SEFOR INC.		8134 BOUL. LEVESQUE EST LAVAL QC H7A 1V2
	SEIBEL MANUFACTURING *		38 PALMER PLACE LANCASTER NY 14086 USA
	SEL PLUS		3351 RUE ST-PATRICK MONTREAL QC H4E 1A1
	SENCOM INFORMATIQUE INC.		1186 ROUTE 133 Sabrevois QC J0J 2G0
	SERICO		212 19IEME AVENUE DRUMMONDVILLE QC J2B 3V5
	SERVICE D'OUTILS F.G.L. INC.		949 RUE MICHELIN LAVAL QC H7L 5B6
	SERVICES DE READAPTATION		315, RUE MACDONALD DU SUD-OUEST ET DU RENFORT SAINT-JEAN-SUR-RICHELIEU QC J3B 8J3
	SHELL CANADA PRODUCTS		POSTAL STATION M BOX 8 CALARY AB T2P 2G9
	SILENCIEUX QUALITE MUFFLERS		4005 BOUL.DES GRANDES PRAIRIES MONTREAL QC H1Z 4M8
	SINTERTECHNIK GMBH *		A-9181 DR. LEOPOLD-JUNGFER STRASSE FEISTRITZ - AUSTRIA
	SKF (CHICAGO RAWHIDE)		PO BOX 9100 STATION F TORONTO QC M4Y 3A5
	SOCIETE LAURENTIDE		4660 12E AVENUE SHAWINIGAN QC G9N 6T5



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Creditor Type	Name	Attention	Address
Unsecured	SOLUTIONS SHERBY		358 RUE ST-ANDRE OUEST GRANBY QC J2G 9J2
	SPAENAU INC.		815 VICTORIA ST. NORTH P.O. BOX 544 KITCHENER ON N2G 4B1
	STABLEX CANADA INC.		SUCC. CENTRE-VILLE P.O. BOX 11474 MONTREAL QC H3C 5N4
	STANDARD LIFE		1245 SHERBROOKE OUEST MONTREAL QC H3G 1G3
	STEMCO CANADA *		UNITS 4 & 5 5900 AMBLER DRIVE MISSISSAUGA ON L4W 2N3
	SUPERIEUR PROPANE INC.		C.P. 2875 CALGARY AB T2P 5G1
	SWS STAR WARNING SYSTEMS		7695 BLACKBURN PKWY. NIAGARA FALLS ON L2H 0A6
	TECHNIBEC 3000		129 AVENUE BOYLAN DORVAL QC H9S 5J7
	TECHNIRACK		5455 RAMSAY ST-HUBERT QC J3Y 2S3
	TERMACO LTEE		325 BOUL. INDUSTRIEL SAINT-JEAN-SUR-RICHELIEU QC J3B 7M3
	TONOLLI CANADA LTD *		1333 TONOLLI ROAD MISSISSAUGA ON L4Y 4C2
	TONY FECTEAU		98-A JEAN-TALON St-Luc QC J2W 1R3
	TRACTION ST-LEONARD		6877 BOMBARDIER ST-LEONARD QC H1P 3A1
	TRANSFORCE BELTAL INC.		2664 PRINCIPALE DUNHAM QC J0E 1M0
	TRANS-LINK, LLC *		1249 OAKLAWN AVENUE CRANSTON RI 02920 USA
	TRANSPORT DUCAMPRO INC.		CP 99 229 ROUTE 204 ST-DAMASE QC G0R 2X0
	TRANSPORT KINGSWAY		6700 CHEMIN ST-FRANCOIS SAINT-LAURENT QC H4S 1B7
	TRUCK FLEET MAINTENANCE		130 RICHER VILLE SAINT-PIERRE QC H8R 1R2
	TRUCK-LITE		POSTAL STATION A P.O. BOX 4557 TORONTO ON M5W 4S5
	TRUX ACCESSORIES		2115 DAGENAIS WEST LAVAL QC H7L 5W9
	TULIP CORPORATION *		P.O. BOX 51789 LOS ANGELES CA 90051-6089 USA
	TUNDRA INTERNATIONAL		2041 LEONARD VINCI STE-JULIE QC J3E 1Z2
	TW CENTRE DE DISTRIBUTION		2500 DE LA METROPOLE LONGUEUIL QC J4G 1E6

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Creditor Type	Name	Attention	Address
Unsecured	UBA INC. DIVISION DE PROMMEL		2605 ROYAL WINDSOR DRIVE MISSISSAUGA ON L5J 1K9
	UNICOR INDUSTRIES INC.		9151 CLAVEAU MONTREAL QC H1J 2C8
	USINAGE MICHEL L'HEUREUX INC.		226 - 200 A ST-LOUIS ST-JEAN SUR LE RICHELIEU QC J3B 1Y1
	VAST-AUTO DISTRIBUTION LTEE		4840 DES GRANDES PRAIRIES SAINT-LEONARD QC H1R 1A4
	VELVAC INC. (US) *		2405 S. CALHOUN ROAD NEW BERLIN WI 53151-2709 USA
	VELVAC, INC.		COMMERCE COURT POSTAL STATION P.O. BOX 1000 TORONTO ON M5L 1G9
	VENTEX		1839 BOUL. ST-JOSEPH OUEST ST-MAJORIQUE QC J2B 8A8
	VEYANCE TECHNOLOGIES CANADA, INC.		JP MORGAN BANK (REF. ACC 29801) P.O. BOX 15020 STATION A TORONTO ON M5W 1C1
	WAKEFIELD CANADA INC.		3620 LAKESHORE BLVD. WEST TORONTO ON M8W 1P2
	WASTE MANAGEMENT		SUCCURSALE CENTRE VILLE C.P. 11746 MONTREAL QC H3C 6T1
	WESTBURNE		DIVISION DE REXEL CANADA 505 rue Loche Bur. 200 ST-LAURENT QC H4T 1X7
	WHD DISTRIBUTION		84 MCBRINE PLACE KITCHENER ON N2R 1H3
	WHITE LINE DISTRIBUTORS INC.		UNIT 24 3625 WESTON ROAD WESTON ON M9L 1V9
	WILLIAM RASMUSSEN - ADVANCE *		2 ROUTE SOUTH Alburg VERMONT - 05540 USA
	WILLIAM RASMUSSEN - LOAN *		2 ROUTE SOUTH Alburg VERMONT - 05540 USA
	WILLIAM RASMUSSEN-LOAN *		2 ROUTE SOUTH Alburg VERMONT - 05540 USA
	WIRTZ MANUFACTURING CO.*	Debra Morrison	P.O. BOX 5006 1105 - 24th STREET PORT HURON MI 48061-5006 USA dmorrison@wirtzusa.com
	XL 2000 RODAC INC.		9007 ROBERT ARMOUR MONTREAL QC H1E 6J7
	YORK MOLD *		60 S Main Street MANCHESTER PA 17345-9639 USA
	ZESTA ENGINEERING LTD		212 WATLINE AVENUE MISSISSAUGA ON L4Z 1P4
	ZIP ZAP SPLASH INC		495 ST-LOUIS ST-JEAN-SUR-RICHELIEU QC J3B 8X7
	ZZ US EXCHANGE 1.0434		- --

Dans l'affaire de la proposition de / In the Matter of the Proposal of  
**Batteries Power (Iberville) Ltée / Power Battery (Iberville) Ltd.**

**LISTE DES ENVOIS SUPPLÉMENTAIRES / SUPPLEMENTARY MAILINGS LIST**

December 03, 2010

AGENCE DU REVENU DU CANADA  
CENTRE D'ARRIVAGE REGIONAL EN  
INSOLVABILITE  
25, RUE DES FORGES, BUREAU 111  
TROIS-RIVIERES QC G9A 2G4

BELL CANADA  
BUREAU INSOLVABILITÉ – AFFAIRES  
600, JEAN-TALON, 10<sup>E</sup> ÉTAGE  
MONTRÉAL (QUÉBEC) H2R 3A8

COMMISSION DES NORMES DU TRAVAIL  
A/S JEAN-GUY LABERGE, SERV.  
SURVEILLANCE  
500, RENÉ-LÉVESQUE O., 26 ÉTAGE  
MONTRÉAL (QUÉBEC) H2Z 2A5

REVENU QUÉBEC  
1600, BOUL. RENÉ-LÉVESQUE OUEST  
MONTRÉAL QC H3H 2V2

CSST  
1, COMPLEXE DESJARDINS  
TOUR SUD, SUCC. DESJARDINS  
MONTRÉAL QC H5B 1H1

DUN & BRADSTREET DU CANADA LTÉE  
À L'ATTENTION DE DONNA COPELLI  
5770 HURON ONTARIO  
MISSISSAUGA ON L5R 3G5

EQUIFAX CANADA INC.  
C.P. 190, SUCC. JEAN-TALON  
MONTRÉAL QC H1S 2Z2

EQUIFAX CANADA INC.  
VICE-PRESIDENT COMMERCIAL SOLUTIONS  
5650 YONGE STREET, 13TH FLOOR  
TORONTO ON M2M 4G3

GAZ MÉTROPOLITAIN  
1717, RUE DU HAVRE  
MONTRÉAL QC H2K 2X3

GREFFE DE LA FAILLITE ET DE  
L'INSOLVABILITÉ  
(CHAMBRE COMMERCIALE)  
1, NOTRE-DAME EST, BUR.1.146  
MONTREAL QC H2Y 1B6

HYDRO-QUÉBEC  
BUREAU DU RECOUVREMENT  
140, CRÉMAZIE O., 1<sup>ER</sup> ÉTAGE  
MONTRÉAL QC H2P 1C3

EDC-EXPORT DEVELOPMENT CANADA  
151 O'CONNOR  
OTTAWA ON K1A 1K3

EULER HERMES  
1155 RENÉ-LÉVESQUE O.  
BUREAU 1702  
MONTRÉAL QC H3B 3Z7

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.

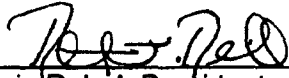
I invite you to read the Trustee's report which is enclosed herewith for all of the details of our proposed restructuring. If you have any enquiries, feel free to contact us or the Trustee.

We sincerely hope that we can count on your support.

Yours truly,

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

Per:

  
\_\_\_\_\_  
Régis Rehel, President

# RSM Richter Inc.

RSM Richter Inc.  
2, Place Alexis Nihon, bureau 1820  
Montréal (Québec) H3Z 3C2  
Téléphone / Telephone : 514.934.3497  
Télécopieur / Facsimile : 514.934.3504  
www.rsmrichter.com

## CANADA

Province de Québec

District de : Québec

No division : 01 - Montréal

No cour : 500-11-039457-102

No dossier : 41-1393380

## COUR SUPÉRIEURE

En matière de faillite et d'insolvabilité  
(Chambre commerciale)

### Avis de la proposition aux créanciers (article 51 de la Loi)

Dans l'affaire de la proposition de  
**Batteries Power (Iberville) Ltée**

Avis est donné que Batteries Power (Iberville) Ltée de la ville de Saint-Léonard en la province de Québec, a déposé une proposition entre nos mains, en vertu de la Loi sur la faillite et l'insolvabilité.

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

Une assemblée générale des créanciers sera tenue au Bureau du surintendant des faillites au 5, Place Ville Marie, 8<sup>e</sup> étage, Montréal, Québec, le 17 décembre 2010 à 10 heures.

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

Les preuves de réclamation, procurations et formulaires de votation dont l'usage est projeté à l'assemblée doivent nous être remises au préalable.

Daté le 3 décembre 2010, à Montréal en la province de Québec.

RSM Richter Inc. - Syndic

Par :

  
Benoit Gingues, CA, CIRP

(English - over)

# RSM Richter Inc.

RSM Richter Inc.  
2, Place Alexis Nihon, bureau 1820  
Montréal (Québec) H3Z 3C2  
Téléphone / Telephone : 514.934.3497  
Télécopieur / Facsimile : 514.934.3504  
www.rsmrichter.com

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, 8<sup>th</sup> 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) *B/A*, 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) *B/A* 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) *B/A*; and
- (b) to the extent that the Debtor participated in a "prescribed pension plan" as envisaged by Section 60(1.5) *B/A*, all amounts envisaged by Section 60(1.5)(a) *B/A* 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 *BIA* 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 *BIA*), 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) *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;

**1.1.35 "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 *BIA*. 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 *BIA*, 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 *B/A*;

**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 its 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*).

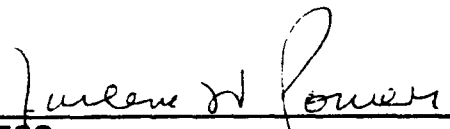
# **18. PROPOSAL CONDITIONS**

**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:

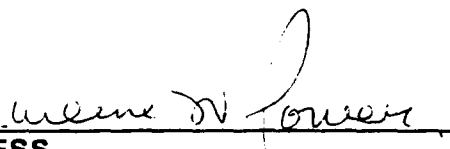
  
**WITNESS**

  
Regis Rehel, President

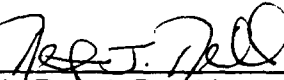
**POWER BATTERY CO., INC.** a New Jersey (U.S.A.) corporation, hereby:

- (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**.

  
**WITNESS**

**POWER BATTERY CO., INC.**

Per:   
Regis Rehel, President

District de: Québec  
No division: 01 - Montréal  
No cour: 500-11-039457-102  
No dossier: 41-1393380

☒ original ☐ modifié

TRADUCTION

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

Dans l'affaire de la proposition de  
Batteries Power (Iberville) Ltée  
de la ville de Saint-Léonard  
en la province de Québec

Au débiteur

Vous êtes tenu de remplir avec soin et exactitude le présent formulaire et les annexes applicables indiquant la situation de vos affaires à la date du dépôt de votre proposition (ou de votre avis d'intention) le 12 août 2010. Une fois complété, ce formulaire et les listes annexées, constituent votre bilan, qui doit être vérifié sous serment ou par une déclaration solennelle.

PASSIF

(Tel que déclaré et estimé par l'officier)

1. Créanciers non garantis: voir liste "A" .....	8,665,385.92
Équilibre de réclamations non garantis: voir liste "A" .....	12,919,307.81
Créanciers non garantis total .....	21,584,693.73
2. Créanciers garantis: voir liste "B" .....	11,884,360.43
3. Créanciers privilégiés: voir liste "C" .....	300,000.00
4. Dettes éventuelles, réclamations de fiducie ou autres (voir liste D) pouvant être réclamées pour une somme de .....	0.00
Total du passif .....	33,769,054.16
Surplus .....	NIL

ACTIF

(Tel que déclaré et estimé par l'officier)

1. Inventaire .....	2,000,000.00
2. Aménagements .....	0.00
3. Comptes à recevoir et autres créances: voir liste E	
Bonnes .....	1,800,000.00
Douteuses .....	0.00
Mauvaises .....	14,190,000.00
Estimation des créances qui peuvent être réalisées .....	1,800,000.00
4. Lettres de change, billets à ordre, etc., voir liste F .....	0.00
5. Dépôts en institutions financières .....	0.00
6. Espèces .....	0.00
7. Bétail .....	0.00
8. Machines, outillage et installation .....	5,000,000.00
9. Immeubles et biens réels: voir liste G .....	3,760,000.00
10. Ameublement .....	0.00
11. REER, FERR, Assurances-vie etc .....	0.00
12. Valeurs mobilières, (actions, obligations, débentures etc. ....	0.00
13. Droits en vertu de testaments .....	0.00
14. Véhicules .....	0.00
15. Autres biens: voir liste H .....	0.00
Si le débiteur est une personne morale, ajoutez	
Montant du capital souscrit .....	227,017.50
Montant du capital payé .....	227,017.50
Solde souscrit et impayé .....	0.00
Estimation du solde qui peut être réalisé .....	0.00
Total de l'actif .....	12,560,000.00
Déficit .....	21,209,054.16

Je, Regis J Rehel, de Brossard en la province de Québec, étant dûment assermenté (ou ayant déclaré solennellement) déclare que le bilan qui suit et les listes annexées sont, à ma connaissance, un relevé complet, véridique et entier de mes affaires en ce 12 août 2010, et indiquent au complet tous mes biens de quelque nature qu'ils soient, en ma possession et réversibles, tels que définis par la Loi.

ASSERMENTÉ (ou DÉCLARÉ SOLENNELLEMENT)  
devant moi le 2 décembre 2010,  
à Montréal en la province de Québec.

Renia Rudnicki, Commissaire à l'Assermentation  
pour la province de Québec  
Expire le 12 fév 2011

Regis J Rehel



☒ Original      ☐ Amended

**In the Matter of the Proposal of  
Power Battery (Iberville) Ltd.  
Of the City of Saint Leonard  
In the Province of Quebec**

Page 1

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 BERTHERVILLE 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 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
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 N6P 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 3258 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

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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
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 <sup>E</sup> 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 LT 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 <sup>EME</sup> 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 FLEVO 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

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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
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	HEBDRALIQUE 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	SUCCESSALE 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 PAHSHERE 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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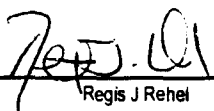
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List "A"  
Unsecured Creditors  
Power Battery (Iberville) Ltd

No.	Name of creditor	Address	Unsecured claim	Balance of claim unsecured	Total claim
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"  
Unsecured Creditors

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 2EME 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	PERMATHEX 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

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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 21EME 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

02-Dec-2010

Date

  
Régis J Rehel

District of Quebec  
Division No. 01- Montréal  
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- FORM 78 - Continued -

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	R PARATION 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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-- FORM 78 -- Continued --

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

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- 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 DAGENAIS 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  
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- 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	WHO 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

  
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District of Quebec  
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-- 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

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Date

  
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-- 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 RIVIERES	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

  
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- 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

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

- ☐ La preuve de réclamation doit être signée par l'individu qui la remplit.
- ☐ La signature du réclamant doit être attestée.
- ☐ Indiquer l'adresse complète (incluant le code postal) où tout avis et correspondance doivent être expédiés.
- ☐ Le montant sur le relevé de compte doit correspondre au montant réclamé sur la preuve de réclamation.

**PARAGRAPHE 1 DE LA PREUVE DE RÉCLAMATION**

- ☐ Si la personne qui complète la preuve de réclamation n'est pas le créancier lui-même, elle doit préciser son poste ou sa fonction.
- ☐ Le créancier doit déclarer la raison sociale complète de la compagnie ou du réclamant.

**PARAGRAPHE 3 DE LA PREUVE DE RÉCLAMATION**

- ☐ Un relevé de compte détaillé doit accompagner la preuve de réclamation et doit refléter les date, numéro de facture et montant de chaque facture ou charge, ainsi que les date, numéro et montant de tout crédit ou paiement. Un relevé de compte sera considéré comme incomplet si ce dernier commence avec un solde d'ouverture. Le créancier doit également indiquer ses adresse postale, numéro de téléphone, numéro de télécopieur et adresse électronique.

**PARAGRAPHE 4 DE LA PREUVE DE RÉCLAMATION**

- ☐ Un créancier non garanti (sous-paragraphe A) doit cocher ce qui s'applique en indiquant s'il revendique ou non un droit à un rang prioritaire en vertu de l'article 136 de la Loi sur la faillite et l'insolvabilité.
- ☐ Un créancier à titre de locateur suite à la résiliation d'un bail doit compléter le sous-paragraphe B et joindre tous les détails et les calculs.
- ☐ Un créancier garanti doit compléter le sous-paragraphe C et joindre les documents de garantie.
- ☐ Un agriculteur, un pêcheur ou un aquiculteur doit compléter le sous-paragraphe D.
- ☐ Un salarié doit compléter le sous-paragraphe E, le cas échéant.
- ☐ Un créancier ayant une réclamation contre les administrateurs, lorsqu'une proposition le prévoit, doit compléter le sous-paragraphe F et y joindre tous les détails et les calculs.
- ☐ Un client d'un courtier en valeurs mobilières failli doit compléter le sous-paragraphe G.

**PARAGRAPHE 5 DE LA PREUVE DE RÉCLAMATION**

- ☐ Le réclamant doit indiquer **s'il est ou n'est pas lié** au débiteur, au sens de la définition de la Loi sur la faillite et l'insolvabilité, en ayant ce qui n'est pas applicable.

**PARAGRAPHE 6 DE LA PREUVE DE RÉCLAMATION**

- ☐ Le réclamant doit fournir une liste détaillée de tous les paiements reçus et/ou crédits accordés, soit :
  - a) au cours des **trois mois** précédant l'ouverture de la faillite, dans le cas où le réclamant et le débiteur **ne sont pas liés**;
  - b) au cours des **douze mois** précédant l'ouverture de la faillite, dans le cas où le réclamant et le débiteur **sont liés**.
- ☐ **PROCURATION**
  - a) un créancier peut voter en personne ou par procuration;
  - b) une débitrice ne peut être nommée à titre de fondée de pouvoir pour voter à toute assemblée des créanciers;
  - c) le syndic peut être désigné à titre de fondé de pouvoir pour le bénéfice de tout créancier;
  - d) afin qu'une personne dûment autorisée ait le droit de voter, elle doit elle-même être créancière ou détentrice d'une procuration dûment exécutée. Le nom du créancier doit apparaître sur la procuration.

**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.

## PREUVE DE RÉCLAMATION

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

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

\_\_\_\_\_

\_\_\_\_\_

Dans l'affaire de la proposition de **Batteries Power (Iberville) Ltée** de la ville St-Léonard, province de Québec, et de la réclamation de \_\_\_\_\_, créancier.

Je soussigné, \_\_\_\_\_ (nom du créancier ou du représentant du créancier), de \_\_\_\_\_ (ville et province), certifie ce qui suit :

1. Je suis le créancier du débiteur susnommé (ou je suis \_\_\_\_\_ (préciser le poste ou la fonction) de \_\_\_\_\_ (nom du créancier ou de son représentant)).
2. Je suis au courant de toutes les circonstances entourant la réclamation visée par le présent formulaire.
3. Le débiteur était, à la date du dépôt de l'avis de l'intention de faire une proposition, soit le 12 août 2010, endetté envers le créancier et l'est toujours, pour la somme de \_\_\_\_\_ \$, comme l'indique l'état de compte (ou l'affidavit) ci-annexé et désigné comme l'annexe A, après déduction du montant de toute créance compensatoire à laquelle le débiteur a droit. (L'état de compte ou l'affidavit annexé doit faire mention des pièces justificatives ou de toute autre preuve à l'appui de la réclamation.)
4. (Cochez la catégorie qui s'applique et remplissez les parties requises.)  
A. RÉCLAMATION NON GARANTIE AU MONTANT DE \_\_\_\_\_ \$  
(autre qu'une réclamation d'un client visée par l'article 262 de la Loi)

En ce qui concerne cette créance, je ne détiens aucun avoir du débiteur à titre de garantie et :

(Cochez ce qui s'applique.)

pour le montant de \_\_\_\_\_ \$, je ne revendique aucun droit à un rang prioritaire.  
(« Créancier chirographaire »)

pour le montant de \_\_\_\_\_ \$, je revendique le droit à un rang prioritaire en vertu de l'article 136 de la Loi.  
(« Créancier privilégié »)

(Indiquez sur une feuille annexée les renseignements à l'appui de la réclamation prioritaire.)

B. RÉCLAMATION DU LOCATEUR SUITE À LA RÉSILIATION D'UN BAIL, AU MONTANT DE \_\_\_\_\_ \$

J'ai une réclamation en vertu du paragraphe 65.2(4) de la Loi, dont les détails sont mentionnés ci-après.

(Donnez tous les détails de la réclamation, y compris les calculs s'y rapportant.)

C. RÉCLAMATION GARANTIE AU MONTANT DE \_\_\_\_\_ \$

En ce qui concerne la créance susmentionnée, je détiens des avoirs du débiteur à titre de garantie, dont la valeur estimative s'élève à \_\_\_\_\_ \$ et dont les détails sont mentionnés ci-après :

(Donnez des renseignements complets au sujet de la garantie, y compris la date à laquelle elle a été donnée et la valeur que vous lui attribuez, et annexez une copie des documents relatifs à la garantie.)

D. RÉCLAMATION D'UN AGRICULTEUR, D'UN PÊCHEUR OU D'UN AQUICULTEUR AU MONTANT DE \_\_\_\_\_ \$

J'ai une réclamation en vertu du paragraphe 81.2 (1) pour la somme impayée de \_\_\_\_\_ \$

(Veuillez joindre une copie de l'acte de vente et des reçus de livraison.)

FORMULAIRE 31 (suite)

E. RÉCLAMATION D'UN SALARIÉ AU MONTANT DE \_\_\_\_\_ \$

J'ai une réclamation en vertu du paragraphe 81.3(8) de la Loi au montant de \_\_\_\_\_ \$

J'ai une réclamation en vertu du paragraphe 81.4(8) de la Loi au montant de \_\_\_\_\_ \$

F. RÉCLAMATION D'UN EMPLOYÉ RELATIVE AU RÉGIME DE PENSION AU MONTANT DE \_\_\_\_\_ \$

J'ai une réclamation en vertu du paragraphe 81.5 de la Loi au montant de \_\_\_\_\_ \$

J'ai une réclamation en vertu du paragraphe 81.6 de la Loi au montant de \_\_\_\_\_ \$

G. RÉCLAMATION CONTRE LES ADMINISTRATEURS AU MONTANT DE \_\_\_\_\_ \$

(A remplir lorsque la proposition vise une transaction quant à une réclamation contre les administrateurs.)

J'ai une réclamation en vertu du paragraphe 50(13) de la Loi, dont les détails sont mentionnés ci-après :

(Donnez tous les détails de la réclamation, y compris les calculs s'y rapportant.)

H. RÉCLAMATION D'UN CLIENT D'UN COURTIER EN VALEURS MOBILIÈRES FAILLI AU MONTANT DE \_\_\_\_\_ \$.

J'ai une réclamation en tant que client en conformité avec l'article 262 de la Loi pour des capitaux nets, dont les détails sont mentionnés ci-après :

(Donnez tous les détails de la réclamation, y compris les calculs s'y rapportant.)

5. Au meilleur de ma connaissance, je suis lié (ou le créancier susnommé est lié) (ou je ne suis pas lié ou le créancier susnommé n'est pas lié) au débiteur selon l'article 4 de la Loi, et j'ai (ou le créancier susnommé a) (ou je n'ai pas ou le créancier susnommé n'a pas) un lien de dépendance avec le débiteur.

6. Les montants suivants constituent les paiements que j'ai reçus du débiteur, les crédits que j'ai attribués à celui-ci et les opérations sous-évaluées selon le paragraphe 2(1) de la Loi auxquelles j'ai contribué ou été partie intéressée au cours des trois mois (ou, si le créancier et le débiteur sont des « personnes liées » au sens du paragraphe 4(2) de la Loi ou ont un lien de dépendance, au cours des 12 mois) précédant immédiatement l'ouverture de la faillite, telle que définie au paragraphe 2(1) de la Loi. (Donnez les détails des paiements, des crédits et des opérations sous-évaluées.)

Daté le \_\_\_\_\_, à \_\_\_\_\_.

\_\_\_\_\_  
Créancier

\_\_\_\_\_  
Témoïn

Numéro de téléphone : \_\_\_\_\_

Numéro de télécopieur : \_\_\_\_\_

Adresse électronique : \_\_\_\_\_

REMARQUES : Si un affidavit est joint au présent formulaire, il doit avoir été fait devant une personne autorisée à recevoir des affidavits.

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

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

**FORMULAIRE DE PROCURATION**

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

Dans l'affaire de la proposition de **Batteries Power (Iberville) Ltée**

Je, \_\_\_\_\_, de \_\_\_\_\_  
(nom du créancier) (nom du village ou de la ville)

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

Daté le \_\_\_\_\_, à \_\_\_\_\_.

\_\_\_\_\_  
Créancier

Par : \_\_\_\_\_

Nom et titre du signataire autorisé

\_\_\_\_\_  
Témoïn

## 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 de Québec

District de: Québec

No division : 01-Montréal

No cour : 500-11-039457-102

No dossier : 41-1393380

COUR SUPÉRIEURE

En matière de faillite et d'insolvabilité

(Chambre commerciale)

**FORMULE DE VOTATION**  
**(alinéas 51(1)(f) et 66.15(3)(c) de la Loi)**

Dans l'affaire de la proposition de  
**Batteries Power (Iberville) Ltée**

Je, \_\_\_\_\_,  
(nom du créancier)

de \_\_\_\_\_,  
(nom de la ville)

(ou Je, \_\_\_\_\_, de \_\_\_\_\_,  
(nom du représentant du créancier) (nom de la ville)

\_\_\_\_\_, de \_\_\_\_\_),  
(précisez le poste ou la fonction) (nom du créancier)

créancier dans l'affaire susmentionnée à l'égard de la somme de \_\_\_\_\_ \$, demande au syndic agissant relativement à la proposition de **Batteries Power (Iberville) Ltée**, de consigner mon vote \_\_\_\_\_ (en faveur de ou contre) l'acceptation de la proposition faite le 1<sup>er</sup> décembre 2010

et choisis l'option : **A** ☐ Le moindre de la réclamation prouvée ou mille dollars (1 000 \$);

- ou -

**B** ☐ Une quote-part au pro rata et *pari passu* du solde de la distribution de sept cent mille dollars (700 000 \$) sans intérêt ni pénalité.

Fait à \_\_\_\_\_ ce \_\_\_\_\_<sup>e</sup> jour de \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Témoin

\_\_\_\_\_  
Signature du créancier à titre particulier

- OU -

\_\_\_\_\_  
Nom du créancier qui est une personne morale

\_\_\_\_\_  
Témoin

Par : \_\_\_\_\_  
Signature du signataire autorisé

\_\_\_\_\_  
Nom et titre du signataire autorisé

(English - over)

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 1<sup>st</sup>, 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

CANADA

Province de Québec

District de : Québec

No division : 01 - Montréal

No cour : 500-11-039457-102

No dossier : 41-1393380

COUR SUPÉRIEURE

En matière de faillite et d'insolvabilité

(Chambre commerciale)

**Avis d'audition de la demande d'approbation  
par le tribunal d'une proposition**  
(alinéa 58 b) de la Loi)

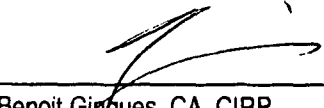
Dans l'affaire de la proposition de  
**Batteries Power (Iberville) Ltée, débitrice**

AVIS vous est donné par les présentes qu'en cas d'acceptation de la proposition de la débitrice par une majorité statutaire des créanciers lors de l'assemblée qui sera tenue le 17<sup>e</sup> jour de décembre 2010, une demande sera faite au Registraire ou à l'un des honorables juges de la Cour Supérieure siégeant en matière de faillite et d'insolvabilité (Chambre commerciale) pour le district de Montréal, au Palais de Justice de Montréal, 1, rue Notre-Dame est, salle 16.10, Montréal, Québec, H2Y 1B6, le 21<sup>e</sup> jour de décembre 2010 à 9 heures, pour que soit approuvée ladite proposition de la débitrice.

Daté le 3 décembre 2010 à Montréal, province de Québec.

RSM Richter Inc. – Syndic

Par :

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

Téléphone : 514.934.3497

Télécopieur : 514.934.3504

(English – over)

C A N A D A

Province of Québec

District of: Québec

Division no.: 01 - Montréal

Court no.: 500-11-039457-102

Estate no.: 41-1393380

S U P E R I O R C O U R T

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 21<sup>st</sup> 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 17<sup>th</sup> 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)*

# RSM Richter Inc.

RSM Richter Inc.

2, Place Alexis Nihon  
Montréal (Québec) H3Z 3C2  
Téléphone / Telephone : (514) 934-3497  
Télécopieur / Facsimile : (514) 934-3504  
www.rsmrichter.com

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)

In the matter of the Proposal of:

**POWER BATTERY (IBERVILLE) LTD.,**  
a corporation duly incorporated having its  
head office at 6290 des Grandes Prairies,  
St-Leonard, Quebec H1P 1A2

Debtor

- and -

RSM Richter Inc.

Trustee

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### REPORT OF THE TRUSTEE ON THE FINANCIAL SITUATION OF THE DEBTOR AND ON THE PROPOSAL (Sections 50(10)(b) and 50(5) of the *Bankruptcy and Insolvency Act*)

*Please refer to our website [www.rsmrichter.com](http://www.rsmrichter.com) for a French version of this report*

The purpose of the Meeting of Creditors is to consider the Proposal filed on December 3, 2010 (hereinafter referred to as "the Proposal") by Power Battery (Iberville) Ltd. (the "Debtor" or the "Company").

Pursuant to Sections 50(10)(b) and 50(5) of the *Bankruptcy and Insolvency Act* (hereinafter referred to as the "Act" or "BIA"), and to assist the creditors in considering the Proposal, the Trustee is submitting its report on the financial situation of the Debtor and on the Proposal.

**We caution the reader that we have neither conducted an audit nor a verification of the books and records of the Debtor. Consequently, we cannot render an opinion as to the accuracy of the information contained therein. The information discussed herein emanates from the books and records of the Debtor as well as from our discussions with the Management of the Debtor.**

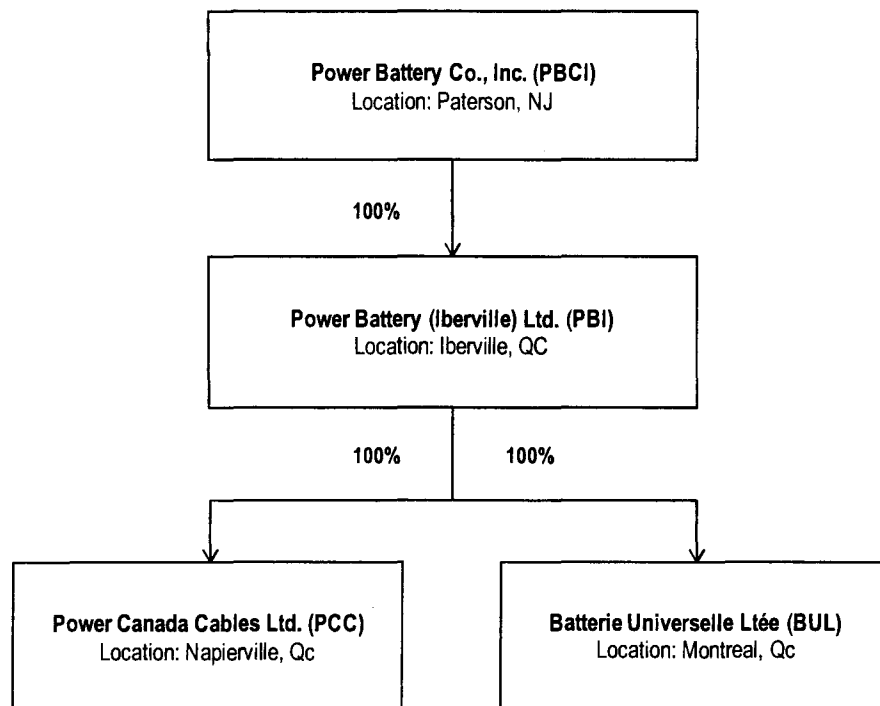
#### I. INTRODUCTION

On August 12, 2010, the Debtor filed a Notice of Intention to Make a Proposal ("NOI") in accordance with the *Bankruptcy and Insolvency Act*, to its creditors and RSM Richter Inc. ("Richter") was appointed as Trustee under the NOI ("Trustee").

On December 3, 2010, the Debtor filed a Proposal to its creditors. We have enclosed herewith the Proposal made by the Debtor to its creditors, a proof of claim form, a voting form, a proxy, a notice indicating the place and time of the Meeting of the Creditors to consider the Proposal and a Notice of hearing of application for Court approval of the Proposal in the event that the Proposal is accepted by the statutory majority of creditors.

This report summarizes the relevant information and key elements that may assist the creditors in analysing the Debtor's affairs and the terms of the Proposal.

## II. ORGANIZATIONAL CHART



## III. BACKGROUND AND OPERATIONS OF THE DEBTOR

The Debtor forms part of a corporate group including its parent, Power Battery Co., Inc. ("PBCI"), a New Jersey corporation, and its subsidiaries Batterie Universelle Ltée ("BUL") and Power Canada Cables Ltd. ("PCC") (collectively, the "Group").

Given the interrelationship between the legal entities within the Group, BUL and PCC have also filed a Proposal with Richter acting as Trustee there under. The Company, BUL and PCC are collectively referred to as the "Canadian Companies".

The Debtor's main business activities consist of the design and manufacturing of stationary batteries and cabinets used in backup or standby applications which ensure continuous power to critical applications in the event of a loss of power, and of motive power batteries which are used in small industrial equipment such as forklift trucks (the "Battery Segment"). There are approximately 150 employees in the Battery Segment which is operated from an owned 125,000 square foot facility located in Iberville, Quebec.

PBCI, the Debtor's parent company's business activities are similar to the Debtor's. PBCI has historically manufactured a small portion of the Group's batteries and assembles the majority of its battery cabinets. PBCI's operating premises are located in Paterson New Jersey.

In addition to its core business activities, the Debtor, up to mid-November 2010, operated a Truck Parts distribution and retail outlet located in St-Jean-sur-Richelieu ("Truck Parts Segment"). As noted below, on November 17, 2010, the Debtor obtained the Court's approval to sell all the assets of the Truck Parts Segment.

#### **IV. CAUSES OF INSOLVENCY AND RESTRUCTURING MEASURES**

The Company has incurred operating losses in the past two fiscal years (ending March 31, 2009 and 2010) due to a combination of extraordinary factors such as absentee management due to illness, significant volatility in raw material costs and a downturn in the global economy.

Richter has been actively involved with the Company's management in analyzing the different business units' financial situation and performance and their restructuring alternatives. In August 2010, the Company hired a new President and Chief Executive Officer ("CEO"). His mandate is to lead the Company in its new strategic direction and implement restructuring measures to return to profitability.

In summary, the new strategic plan involves exiting the Truck Parts Segment and centralizing all battery manufacturing activities of the Group in Iberville (ie: shut-down the battery manufacturing and cabinet assembly in Paterson) (the "Business Plan").

To date, several restructuring measures to rationalize the Company's operations and turn around its financial situation have been implemented. Aside from the proceedings undertaken under the BIA, the reorganization measures implemented include the following:

- Replacing senior management with an interim management team ("Management");
- Centralize all battery manufacturing operations to Iberville and shut-down the battery manufacturing operations in Paterson, NJ;
- Re-engineering of the production process in Iberville;
- Reassignment of the work force and headcount reductions;
- Filling of certain previously vacant positions;
- Analysis of product line profitability;
- Optimization of salespersons' compensation programs;
- Renegotiation of the collective bargaining agreement; and
- Planning the transfer of cabinet assembly: at this time, cabinet assembly remains in Paterson on a temporary basis until the Company secures the necessary infrastructure to assemble all cabinets.

The only manner by which the Company can complete its restructuring, finance its on-going operations and survive financially is to receive a capital injection. It was determined that the best way to maximize value for the creditors was to seek potential purchasers that would either buy the assets of the Company on a going-concern basis or invest in the Company as part of a financial restructuring. On August 12, 2010, the Company has retained the services of Richter to assist in the implementation of a formal process to sell the business units whether by a sale of assets or by way of an investment in the Company ("Sale Process").

#### **V. PLAN OF ACTION**

##### **a) Sale Process (General)**

As part of its mandate, Richter has assisted the Company in preparing a virtual data room ("Data Room") to assist interested parties in making an investment decision. The Data Room included the following information:

- Corporate background and history;
- Organizational chart;
- Historical financial information;
- The Business Plan and a summary of Management's assumptions;
- A description and listing of the assets at the various locations; and
- Key contractual agreements.

The following documents related to the search for potential investors or purchasers (collectively "Potential Purchasers") for each of the business segments have been prepared by Richter ("Information Package"):

- Letter of solicitation;
- Summary information ("Teaser"); and
- Confidentiality Agreement ("CA").

#### **b) Truck Parts Segment**

Richter has performed a thorough research in order to identify parties that may have an interest in the Truck Parts Segment opportunity. On September 23, 2010, the Information Package for TPSJ was sent to approximately 70 Potential Purchasers, all of which are strategic buyers.

Subsequent to mailing the Information Package to the 70 identified Potential Purchasers, a general lack of interest was noticed for the Truck Parts Segment and only one offer was received from a strategic buyer which was considered not acceptable by the Company.

On October 15, 2010, Richter contacted 15 auctioneers and liquidators in order to market the assets and generate interest. Of the 15 auctioneers and liquidators contacted, 12 have returned a signed CA and were provided with an inventory and an equipment list. Three auctioneers conducted a site visit of the premises and Richter subsequently requested that offers be received by November 1, 2010.

During the course of the Sale Process, Richter received four offers (including the strategic buyer mentioned above).

On November 17, 2010, the Debtor obtained the Court's approval to sell the assets of the Truck Parts Segment and the transaction was concluded shortly thereafter.

#### **c) Battery Segment**

Richter has performed a thorough research in order to identify parties that may have interest in the Battery Segment opportunity. On October 5, 2010 the Information Package for the Battery Segment was sent to approximately 375 Potential Purchasers (both strategic and investment funds).

Following the mailing of the Information Package, Richter contacted the Potential Purchasers to follow up on their level of interest. These efforts resulted in the receipt of 22 signed CA's from Potential Purchasers for the Battery Segment. All parties who have signed a CA were given access to the Data Room.

In order to accelerate the process, Richter contacted the Potential Purchasers in order to provide them with additional information, schedule conference calls with Management and organize site visits, all with the view of providing the potential buyers or investors with the opportunity to thoroughly evaluate an acquisition or investment transaction on a timely basis.

A number of teleconferences were organized by Richter and attended by several Potential Purchasers and Management and many Potential Purchasers visited the Company's premises and met with Management.

Richter requested that offers be received by November 23, 2010.



On November 23, 2010, one (1) offer and three (3) letters of intent ("LOI") were received. The offer was for the purchase of certain of the Group's assets. Of the three (3) LOI's, two (2) were for the purchase of the Group's assets as a whole. The third LOI was received from a group of investors ("Investor Group") that contemplated an investment in the Company as part of a global financial restructuring.

The Board of Directors of the Company approved the filing of the Proposal which provides for an investment of \$1MM in the Company by the Investor Group under certain conditions (the "Investor Group Transaction"), considering that this transaction allowed for the best return for all stakeholders particularly the creditors.

**d) Description of the investment and timetable**

The Investor Group Transaction provided in the Proposal contemplates an investment by way of equity of \$1MM. We understand from different correspondence that the Investor Group would advance another \$1MM in the form of subordinated debt. The Investor Group Transaction is conditional on the following:

- The approval of a Proposal by the Ordinary Creditors of each of the Canadian Companies and the Court;
- A successful restructuring of the Company's equity whereby the Investor Group would become its sole shareholder ("Equity Restructuring"); and
- A successful restructuring of the Company's indebtedness owing to its Secured Creditors, namely the National Bank of Canada ("NBC"), GE Real Estate Financing Business Property Company ("GE") and Alter Moneta Corporation ("Alter Moneta").

The closing of the transaction is expected to take place as soon as the above conditions are met.

The sequence of events that is contemplated is that upon acceptance of the Proposal by the Creditors, the Company will seek shortly thereafter the Court's approval of the Proposal and at the same time will make a petition to the court ordering the Equity Restructuring. Therefore, the Investor Group Transaction could be concluded in December 2010.

The above assumes that the Investor Group will be successful in its negotiations with the secured creditors. Before the Meeting of Creditors, the Investor Group will inform the Trustee whether or not they successfully entered into agreements with the Secured Creditors and the Trustee will inform the Creditors at the Meeting of Creditors.

## **VI. PROPOSAL**

### **Summary**

The Proposal provides for the Debtor to remit to the Trustee no later than 60 days following the Approval an amount of \$700,000 for distribution to Ordinary Creditors in full and final payment of their unsecured claim, without interest or penalty. **The success of the Proposal is dependent on the successful conclusion of the Investor Group Transaction.**

The Proposal provides that at any time within (but not after) 15 days following Approval, any Ordinary Creditor may elect to receive the lesser of \$1,000 or the amount of its Ordinary Claim and that any such Ordinary Claim in excess of \$1,000 shall be deemed to be irrevocably and unconditionally reduced to \$1,000 (defined as an Electing Creditor). Electing Creditors will receive a one-time payment to a maximum of \$1,000 from the funds to be remitted by the Company to the Trustee. Thereafter, Electing Creditors shall not receive any further dividends.

**Creditors are advised to read the Proposal for complete details of the terms of the Proposal.**

### **Amounts to be paid as a priority**

According to the terms of the Proposal, the following amounts must be paid in priority:

- All Secured Claims shall be paid in accordance with existing agreements or as may be otherwise arranged with each of the Secured Creditors. For greater certainty, the Debtor acknowledges that the Proposal is not addressed to and shall have no effect on the rights of the holders of secured claims;
- All 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 of the Proposal or as may otherwise be arranged with the Crown;
- The Employee Claims relating to employees who are continuing in employment with the Debtor shall be paid in the normal course of business. Amounts owing to employees who are not currently employed by the Debtor and that they would have been entitled to receive under Section 136(1)(d) of the Act if their employer had been declared bankrupt on the date of the Approval of the Proposal, shall be paid in their entirety on the latest of the following dates:
  - 5 days after acceptance of a valid proof of claim from such employee or the Court's definitively determining such proof of claim to be valid;
  - the date of Approval of the Proposal by both the creditors and the Court; or
  - the date of receipt of the relevant certificates required in virtue of Section 46 of the Employment Insurance Act, of Canada.
- The Preferred Claims, without interest or penalty, shall be paid in their entirety in priority to unsecured claims, within thirty (30) days of the Approval of the Proposal;
- The Proposal costs shall be paid in priority to all priority claims and all unsecured claims; and
- Post-filing obligations shall be paid in full in the ordinary course of business and according to usual commercial terms or according to agreements between the Debtor and suppliers.

### **Other**

- The Proposal provides for a restructuring of the Company's equity whereby the Investor Group become the sole shareholder of the Company;
- The Proposal provides that the statutory terms of Sections 95 to 101 of the Act, and similar Civil Code of Quebec provisions, shall not apply as permitted by Section 101.1 of the Act;
- The Proposal will constitute a compromise of all claims against directors and will operate as a full and complete discharge in favour of such directors with respect to such claims;
- Upon acceptance of the Proposal, the related companies and/or individuals that are creditors agree as follows in respect of funds owing to them (the "Postponed Claims"):
  - the Postponed Claims shall be subordinated and postponed and shall not be entitled to receive payment from the Debtor of any principal or interest unless and until all of the dividends shall have been fully paid to Ordinary Creditors under the Proposal; and
  - The Postponing Creditors waive and renounce to any right to prove the whole or any portion of any Postponed Claim as an ordinary claim under the Proposal.

### **Creditor Committee**

The Debtor consents to the creation of a committee which shall be comprised of up to five (5) individuals (the "Committee") designated by the creditors at the meeting of creditors to consider the Proposal. The Committee shall have the power to advise the Trustee in connection with the Trustee's actions under the Proposal:

- to advise the Trustee in connection with the Trustee's actions under the Proposal;
- to postpone or suspend the Approval of the Proposal;

- to advise the Trustee in connection with any dispute as to the validity or valuation of any proof of claim under the Proposal; and
- to authorize the deferment of any payment of any of the dividends to ordinary creditors provided for in the Proposal.

## VII. FINANCIAL INFORMATION

The following financial data was extracted either from the Statement of Affairs dated December 2, 2010, the books and records of the Debtor, the audited financial statements or from discussions held with Management. This information is submitted solely to assist the reader in assessing the current financial position of the Debtor.

The Trustee makes no representations or warranty as to the accuracy of said financial information:

### a) Non-Consolidated Statement of Operations and Retained Earnings

Power Battery (Iberville) Ltd. Summary Income Statement and Retained Earnings			
(In 000's)	F2010 Unaudited	F2009 Unaudited	F2008 Unaudited
Net Sales	\$ 40,487	\$ 46,196	\$ 47,829
Cost of Sales	37,487	42,993	42,338
Gross Profit	3,000	3,204	5,490
	7%	7%	11%
Selling Expenses	1,115	1,223	1,425
Administrative and General Expenses	1,253	1,567	1,724
Financial Expenses	3,512	509	2,839
Income Taxes	2	(8)	(238)
	5,882	3,291	5,750
Net Earnings (Loss)	(2,882)	(87)	(260)
Retained Earnings, Beginning	10,523	7,791	8,051
Accounting Changes		2,820	-
Retained Earnings, Ending	\$ 7,641	\$ 10,523	\$ 7,791

b) Non-Consolidated Balance Sheet:

Power Battery (Iberville) Ltd. Balance Sheet	
(In 000's)	As of August 31, 2010 Unaudited
<b>Assets</b>	
Accounts Receivable	\$ 2,031
Inventory	5,621
Other Current Assets	241
Prepaid Expenses	178
Receivables from Related Parties	13,183
	<u>21,254</u>
Capital Assets (as net book value)	14,873
Long Term Investments	462
Other Investments	94
	<u>\$ 36,683</u>
<b>Liabilities</b>	
Line of Credit	\$ 10,937
Accounts Payables	6,133
Accrued Liabilities	717
Payables to Related Parties	1,710
	<u>19,498</u>
Long Term Debt	8,772
Future Taxes	2,597
<b>Shareholder's Equity</b>	
Capital Stock	390
Retained Earnings	5,426
	<u>5,817</u>
	<u>\$ 36,683</u>

- i. **Accounts receivable** – Accounts receivable are net of a provision of approximately \$350,000 (estimated book value as at the date of this report \$2.8MM).
- ii. **Inventory** – Inventory is comprised of raw materials, work in process and finished goods and is reflected net of a provision taken during F2010 of approximately \$2.0MM for slow-moving and obsolete items. Based on an inventory count performed on November 22, 2010, the estimated net book value of inventory at that date amounts to \$4.5MM.
- iii. **Other Current Assets and Prepaid Expenses** – These are mainly comprised of various prepayments and deposits (insurance, security deposits etc.) related to the Company's operations.

- iv. **Receivables from Related Parties** – The net amounts owing from the Company's related parties are not likely to be collected. The following table summarizes the amounts receivable from related parties as at the date of the Statement of Affairs:

Power Battery (Iberville) Ltd. Accounts Receivable from Related Parties As of December 2, 2010	
(In 000's)	Amount
PBCI	\$ 10,643
Power Battery Limited	1,605
BUL	569
Atlantic Battery Corp.	168
PCC	161
Shareholders	37
	<u>\$ 13,183</u>

- **Atlantic Battery Corp.** is a commonly controlled entity located in Paterson, New Jersey which used to manufacture grids and plates for the Group. We understand that Atlantic Battery Corp's operations have ceased and, based on the information available, it is unlikely that any recovery would be available to the ordinary creditors;
  - **Power Battery Limited** is a UK based company which is presently in liquidation. Based on the information available, it is unlikely that any recovery would be available to the ordinary creditors;
  - **PBCI** is presently being wound-down as its manufacturing operations have ceased. All of the assets of PBCI are pledged in favor of its secured creditors and it is therefore unlikely that any recovery would be available to the ordinary creditors; and
  - **BUL and PCC** are the Company's subsidiaries who are also insolvent. All of their assets are pledged in favor of PBI's secured creditor and consequently, it is unlikely that any recovery would be available to the ordinary creditors.
- v. **Capital Assets** – These are presented at their depreciated cost and do not reflect any write downs to their liquidation value. The balance is comprised of the net book value of the Company's plant building, equipment, moulds, rolling stock as well as a property located in Alburg, Vermont. All of the Company's capital assets have been pledged in favor of its secured creditors and, with the exception of the Vermont property, it appears that there would be no recovery for the ordinary creditors. The Vermont property, after payment of its first ranking mortgage of approximately \$393,000, may generate funds available to the ordinary creditors (see Section X b).).

- vi. **Long Term and Other Investments** – These are presented at their net book value and have not been written down to reflect their liquidation value. The following table summarizes the Long Term and Other Investments:

Power Battery (Iberville) Ltd. Long Term and Other Investments As of August 31, 2010	
(In 000's)	Amount
<b>Long Term Investments</b>	
PCC	\$ 510
Investissement Rasmussen	173
BUL	(221)
	<u>\$ 462</u>
<b>Other Investments / Advances</b>	
Power Tech Plastique	\$ 73
Power Battery SRL Capital	17
Centre d'aide entreprises H-R	5
	<u>\$ 22</u>

- **BUL and PCC** are insolvent corporations having filed for proceedings under the BIA, therefore their shares have no value;
- **Investissement Rasmussen** is a related company holding real estate assets which are leased to certain of the Group's entities. It is unlikely that there would be any recovery available to the ordinary creditors; and
- **Power Battery SRL Capital and Power Tech Plastique** are commonly controlled entities that are currently not operating. It is unlikely that there would be any recovery available to the ordinary creditors.

## VIII. LIABILITIES

The Debtor has provided us with a list of its creditors. Notices have been sent to the known creditors and, to date, we are unable to determine if the Debtor's records agree with those of its creditors. As Proofs of Claim are received, we shall record the specific amounts claimed by the creditors and, prior to paying any dividend, we shall perform a variance analysis.

Liabilities indicated below are based on the books and records of the Debtor, the Statement of Affairs as well as Management's representations, estimated as follows:

**i. Secured Creditors**

All assets of the Debtor are encumbered in favour of various secured creditors. The Trustee has retained the services of Me. Michel LaRoche from LaRoche Rouleau & Associés to provide an independent legal opinion on the validity of the security of NBC, Alter-Moneta and GE Capital prior to the Meeting of Creditors to consider the Proposal. There are \$24.8MM of secured claims reflected on the Statement of Affairs which can be summarized as follows:

Power Battery (Iberville) Ltd. Secured Claims as at December 2, 2010	
(In 000's)	Amount
National Bank of Canada	\$ 20,453
GE Capital	3,587
Altermoneta	587
Ville de St-Jean sur Richelieu <sup>1</sup>	165
Commission Scolaire des Hautes Rivieres <sup>1</sup>	12
	<u>\$ 24,804</u>
<sup>1</sup> Property taxes with a first ranking claim on the Company's plant	

**ii. Ordinary Creditors**

According to the unaudited books and records of the Debtor, as of August 12, 2010, the total amount of estimated pre-filing unsecured payables is approximately \$8.7MM (including payables to related parties totalling \$1.81MM). We caution that these amounts may change as proofs of claim are received, in particular pertaining to any unsecured portion (shortfall) of the secured creditor claims.

**IX. VOTING ON THE PROPOSAL**

The Proposal shall be deemed to be accepted by the creditors if, and only if, the ordinary creditors vote for the acceptance of the Proposal by a majority in number and two-thirds in value of the ordinary creditors present, personally or by proxy, at the meeting and voting on the resolution.

**X. ESTIMATE AS TO DISTRIBUTION TO CREDITORS**

In the event that the creditors reject the Proposal, the Debtor will automatically be bankrupt and the net proceeds of the sale of assets after the payment of the Trustee's fees and expenses will be distributed to the creditors in the order provided for under the Act. The following information is to inform the creditors on the estimate as to the distribution to creditors under the Proposal in comparison to the estimated distribution under a bankruptcy scenario.

**a) Proposal**

We estimate that the distribution to ordinary creditors identified in the Debtor's Statement of Affairs could correspond to the following:

Power Battery (Iberville) Ltd. Proposal Estimated Distribution As of December 2, 2010			
(000's)	Amount		
Total dividend to be paid		<u>\$ 700</u>	
	<u>Claim Amount <sup>1</sup></u>	<u>Distribution</u>	
Secured Claims	\$ 24,804	N/A	
Preferred Claims <sup>2</sup>	-	-	
Unsecured Claims <sup>3</sup>	6,850	<u>\$ 700</u>	10%
		<u>\$ 700</u>	
<sup>1</sup> Claim amounts are based on the liabilities included in the Statement of Affairs dated December 2, 2010.			
<sup>2</sup> At the time of the preparation of this report, no preferred claims existed as all unpaid salaries and vacation pay were paid by the Debtor in the normal course of business since the filing of the Notice of Intention. Management of Power Battery (Iberville) Ltd. does not know of nor expect any preferred claims.			
<sup>3</sup> Excluding unsecured claims from related parties totalling \$1.81MM who will forego their dividend in the Proposal.			



**b) Bankruptcy Scenario**

In a bankruptcy scenario, based on the value of the assets and liabilities as reflected in the Statement of Affairs dated December 2, 2010, we estimate that the distribution would be as follows:

Power Battery (Iberville) Ltd. Bankruptcy Estimated Distribution As of December 2, 2010		
(000's)	Book Value	Estimated Value <sup>1</sup>
Accounts receivable	\$ 2,807	\$ 1,800
Intercompany receivables	13,183	-
Inventory	4,500	2,000
Capital Assets	10,295	5,000
Plant Building	3,503	3,000
Investment in subsidiaries	555	-
	<u>\$ 34,843</u>	<u>11,800</u>
Priority Claims - WEPPA		(300)
Property Taxes		(125)
Professional fees and realization costs		(500)
Estimated net proceeds available for distribution		<u>10,875</u>
Secured Claims <sup>2</sup>		<u>24,410</u>
<b>Estimated Shortfall of the Secured Creditors</b>		<b><u>\$ (13,535)</u></b>
Alburg Property <sup>3</sup>	\$ 1,075	\$ 800
Commissions on sale		(40)
Fees and Costs		(35)
Mortgage <sup>3</sup>		(393)
<b>Estimated Equity on Alburg Property</b>		<b><u>\$ 332</u></b>
Ordinary Creditors (including related parties)		\$ 8,665
Estimated Shortfall on Secured Claims		<u>13,535</u>
Total Ordinary Claims		<u>\$ 22,200</u>
% Distribution		1.5%

<sup>1</sup> Estimated values are as per the Statement of Affairs dated December 2, 2010.

<sup>2</sup> As per the Statement of Affairs dated December 2, 2010.

<sup>3</sup> The Alburg Property is only subject to a first ranking mortgage.

**c) Other Considerations**

The following are additional elements to be considered in the event of a bankruptcy:

**i. Inopposability of some transactions**

By the Approval of the Proposal, all the creditors waive their remedies provided by sections 95 to 101 of the Act. These remedies relate to the recovery of certain amounts under reviewable transactions, preferential treatments and asset disposals.

Since these remedies would be available in the event of a bankruptcy of the Debtor, we have performed a summary analysis of various transactions involving the Debtor and non-related third parties and related parties over the 3 months and 12 months respectively prior to the filing of the NOI.

- **Non-related Third Parties**

Based on our review of the amounts payable to third parties (suppliers) between three months prior to the filing of the NOI and the date of NOI, we do not note any creditor who appears to have received a preferential payment.

- **Related Parties**

Based on our review of payments made to related parties, between twelve months prior to the filing of the NOI and the date of the NOI, we did not note any payments made which appear to have been in the nature of a preference or which would be a reviewable transaction under the Act.

**ii. Ongoing Operations**

Acceptance of the Proposal will avoid a bankruptcy and will be of benefit to the following constituents:

- Approximately 150 employees will have continued employment at the Company's plant and head-office; and
- Merchandise suppliers and service providers will have a going concern entity with which to continue doing business.

## **XI. CONCLUSION**

After having estimated the amount that may be available for the creditors in the context of a bankruptcy, we are of the opinion that the present Proposal is more advantageous to the creditors.

It is estimated that the Proposal would provide the creditors with a dividend of approximately \$0.10 on the dollar to the Ordinary Creditors as presented in the Statement of Affairs, compared to an estimated dividend of \$0.01 on the dollar in the event of a bankruptcy.

For these reasons, the Trustee recommends the approval of the Proposal.

Dated at Montréal, this 3<sup>rd</sup> day of December 2010.

**RSM Richter Inc.**  
Trustee

Benoit Gingues, CA, CIRP  
Administrator

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

- FORM 011 -

General Sender Identification for: Copies of all Prescribed Forms  
Sent to Creditor(s) Electronically

In the Matter of the Proposal of  
Power Battery (Iberville) Ltd.  
Of the City of Saint Leonard  
In the Province of Quebec

Dated at the City of Montréal in the Province of Quebec, this 3rd day of December 2010.

Responsible Individual (Sender): Benoit Gingues, CA, CIRP  
(Trustee)

Corporate Name: RSM Richter Inc.

Address: 2 Place Alexis Nihon, Suite 1820  
Montréal QC H3Z 3C2

Telephone: (514) 934-3497

Fax: (514) 934-3504

E-mail:

**NOTICE**

Please be advised that the above-noted individual is required to retain the signed original  
of the document as part of the official records of this proceeding.

Exhibit C

# RSM Richter Inc.

RSM Richter Inc.  
2, Place Alexis Nihon, bureau 1820  
Montréal (Québec) H3Z 3C2  
Téléphone / Telephone : 514.934.3497  
Télécopieur / Facsimile : 514.934.3504  
www.rsmrichter.com

CANADA  
Province de Québec  
District de : Québec  
No division : 01 - Montréal  
No cour : 500-11-039457-102  
No dossier : 41-1393380

COUR SUPÉRIEURE  
En matière de faillite et d'insolvabilité  
(Chambre commerciale)

## **Avis de la proposition aux créanciers** (article 51 de la Loi)

Dans l'affaire de la proposition de  
**Batteries Power (Iberville) Ltée**

Avis est donné que Batteries Power (Iberville) Ltée de la ville de Saint-Léonard en la province de Québec, a déposé une proposition entre nos mains, en vertu de la Loi sur la faillite et l'insolvabilité.

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

Une assemblée générale des créanciers sera tenue au Bureau du surintendant des faillites au 5, Place Ville Marie, 8<sup>e</sup> étage, Montréal, Québec, le 17 décembre 2010 à 10 heures.

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

Les preuves de réclamation, procurations et formulaires de votation dont l'usage est projeté à l'assemblée doivent nous être remises au préalable.

Daté le 3 décembre 2010, à Montréal en la province de Québec.

RSM Richter Inc. - Syndic  
Par :

  
Benoit Gingues, CA, CIRP

(English - over)

# RSM Richter Inc.

RSM Richter Inc.  
2, Place Alexis Nihon, bureau 1820  
Montréal (Québec) H3Z 3C2  
Téléphone / Telephone : 514.934.3497  
Télécopieur / Facsimile : 514.934.3504  
www.rsmrichter.com

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, 8<sup>th</sup> 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

District de: Québec  
No division: 01 - Montréal  
No cour: 500-11-039457-102  
No dossier: 41-1393380

☒ original ☐ modifié

TRADUCTION

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

Dans l'affaire de la proposition de  
Batteries Power (Iberville) Ltée  
de la ville de Saint-Léonard  
en la province de Québec

Au débiteur

Vous êtes tenu de remplir avec soin et exactitude le présent formulaire et les annexes applicables indiquant la situation de vos affaires à la date du dépôt de votre proposition (ou de votre avis d'intention) le 12 août 2010. Une fois complété, ce formulaire et les listes annexées, constituent votre bilan, qui doit être vérifié sous serment ou par une déclaration solennelle.

PASSIF

(Tel que déclaré et estimé par l'officier)

1. Créanciers non garantis: voir liste "A" .....	8,665,385.92
Équilibre de réclamations non garantis: voir liste "A" .....	12,919,307.81
Créanciers non garantis total .....	21,584,693.73
2. Créanciers garantis: voir liste "B" .....	11,884,360.43
3. Créanciers privilégiés: voir liste "C" .....	300,000.00
4. Dettes éventuelles, réclamations de fiducie ou autres (voir liste D)pouvant être réclamées pour une somme de .....	0.00
Total du passif .....	33,769,054.16
Surplus .....	NIL

ACTIF

(Tel que déclaré et estimé par l'officier)

1. Inventaire .....	2,000,000.00
2. Aménagements .....	0.00
3. Comptes à recevoir et autres créances: voir liste E	
Bonnes .....	1,800,000.00
Douteuses .....	0.00
Mauvaises .....	14,190,000.00
Estimation des créances qui peuvent être réalisées ..	1,800,000.00
4. Lettres de change, billets à ordre, etc., voir liste F .....	0.00
5. Dépôts en institutions financières .....	0.00
6. Espèces .....	0.00
7. Bétail .....	0.00
8. Machines, outillage et installation .....	5,000,000.00
9. Immeubles et biens réels: voir liste G .....	3,760,000.00
10. Ameublement .....	0.00
11. REER, FERR, Assurances-vie etc .....	0.00
12. Valeurs mobilières (actions, obligations, débetures etc. ....	0.00
13. Droits en vertu de testaments .....	0.00
14. Véhicules .....	0.00
15. Autres biens: voir liste H .....	0.00
Si le débiteur est une personne morale, ajoute	
Montant du capital souscrit .....	227,017.50
Montant du capital payé .....	227,017.50
Solde souscrit et impayé .....	0.00
Estimation du solde qui peut être réalisé .....	0.00
Total de l'actif .....	12,560,000.00
Déficit .....	21,209,054.16

Je, Regis J Rehel, de Brossard en la province de Québec, étant dûment assermenté (ou ayant déclaré solennellement) déclare que le bilan qui suit et les listes annexées sont, à ma connaissance, un relevé complet, véridique et entier de mes affaires en ce 12 août 2010, et indiquent au complet tous mes biens de quelque nature qu'ils soient, en ma possession et réversibles, tels que définis par la Loi.

ASSERMENTÉ (ou DÉCLARÉ SOLENNELLEMENT)  
devant moi le 2 décembre 2010,  
à Montréal en la province de Québec.

Renia Rudnicki, Commissaire à l'Assermentation  
pour la province de Québec  
Expire le 12 fév 2011

Regis J Rehel



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, RRIAs, 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.

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



  
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
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

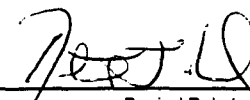
- FORM 78 - Continued -

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

  
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
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. 500-11-039457-102  
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
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 <sup>E</sup> 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 LT E	600 RUE ST-JACQUES ST-JEAN-SUR-RICHELIEU 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 43IEME 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

  
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
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	SUCCESSALE 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 RENE-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

02-Dec-2010

Date

  
Régis 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
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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Unsecured Creditors  
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No.	Name of creditor	Address	Unsecured claim	Balance of claim unsecured	Total claim
144	LOCATION FLORA8EC	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"  
Unsecured Creditors  
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. * Attn: 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

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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 21EME 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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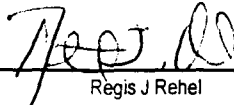
List "A"  
Unsecured Creditors

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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	R PARATION 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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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

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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 QUEST 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 DAGENAIS 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

  
Regis J Rehel

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

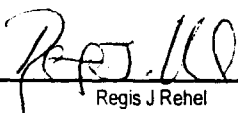
-- FORM 78 -- Continued --

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

No.	Name of creditor	Address	Unsecured claim	Balance of claim unsecured	Total claim
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.* Attr: 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

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-- 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

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Date

  
Régis J Rehel



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- 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		
<b>Total:</b>			<b>24,803,668.24</b>			<b>11,884,360.43</b>	<b>675,639.57</b>	<b>12,919,307.81</b>

02-Dec-2010

Date

  
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-- 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

  
Regis J Rehel