

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 QUÉBEC
DISTRICT OF QUÉBEC
DIVISION NO.: 04-GRANBY
COURT NO.: 460-11-000938-046
ESTATE NO.: 42-043090

SUPERIOR COURT
(In Bankruptcy and Insolvency)

IN THE MATTER OF THE PROPOSAL OF:

J.L. de Ball Canada Inc.,

a body politic and corporate, duly incorporated according
to law and having its head office and its principal place of
business at:
835 Industriel Blvd.
Granby QC J2J 1A5

Debtor

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

Take notice that the above-named Debtor of the City of Granby, Province of Québec, has lodged with us a Proposal under the Bankruptcy and Insolvency Act.

A copy of the Debtor's Proposal, the report of the Trustee on the Proposal, a condensed statement of the Debtor's Affairs, and a list of the creditors affected by the Proposal are enclosed herewith.

We also enclose proofs of claim, proxies and voting letters for completion by the creditors.

A general meeting of the creditors will be held:

on: **the 25th day of August, 2004**
at: **11:00 a.m.**
at: **the Office of the Official Receiver**
5 Place Ville Marie, 8th Floor
Montréal, Québec

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.

The proofs of claim, proxies and voting letters (enclosed herewith) intended to be used at the meeting must be lodged with us prior thereto in order to vote at the meeting.

Creditors must prove their claims in this Proposal in order to share in any distribution provided within the present Proposal.

Should you require further information, please do not hesitate to contact Robie Hockenstein at (514) 934-3544.

DATED AT MONTRÉAL, Province of Québec, this 13th day of August, 2004.

RSM Richter Inc.
(Estate formerly accepted under the responsibility of Richter & Associés Inc.)
Trustee

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF BEDFORD

SUPERIOR COURT
(Commercial Division)

In bankruptcy and insolvency

COURT NO.: 460-11-000938-046
Estate No.: 42-043090

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

J.L. DE BALL CANADA INC.,

Debtor

- and -

RSM RICHTER INC.,

Trustee

PROPOSAL

WE, J.L. DE BALL CANADA INC., THE DEBTOR, HEREBY SUBMITS THE FOLLOWING PROPOSAL UNDER THE BANKRUPTCY AND INSOLVENCY ACT:

I. DEFINITIONS:

For purposes hereof:

"ACT" means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended.

"AMENDED PROPOSAL" means any amendment of this PROPOSAL, which will be tabled by the DEBTOR at the first meeting of creditors or pursuant to any postponement thereof.

"APPROVAL" means the situation arising from the AMENDED PROPOSAL having been duly accepted by the creditors and having been approved by the COURT in a Judgment that has become executory as a result of the delay for appeal having expired without there having been an appeal, or an appeal having been lodged and the Judgment approving the AMENDED PROPOSAL having been confirmed or the appeal withdrawn.

"COMMITTEE" means the committee comprising up to five (5) individuals to be named as inspectors, pursuant to the ACT, by the creditors at the meeting of creditors called to consider the AMENDED PROPOSAL.

"COURT" means the Superior Court of the District of Bedford sitting in bankruptcy and insolvency matters (Commercial Division);

"CROWN CLAIMS" means all amounts owing to Her Majesty the Queen in Right of Canada or a province of Canada of a kind that would be subject to a demand under Subsection 224(1.2) of the *Income Tax Act* (Canada) or any provision of the *Canada Pension Plan* or the *Employment Insurance Act* that refers to Subsection 224(1.2) of the *Income Tax Act* (Canada), or any substantially similar provision of provincial legislation that were outstanding at the time of the

FILING DATE and remain outstanding as well as all **DIRECTOR LIABILITIES** in respect thereof.

"DEBTOR" means J.L. de Ball Canada Inc.

"DIRECTOR LIABILITIES" means any claim against any and all present and past directors of the DEBTOR that arose before the FILING DATE and related to the DEBTOR's obligations for which such directors are, by law, liable in their capacity as directors for payment of such obligations, other than and excluding claims against such directors that are based on allegations of misrepresentation made by directors to creditors or of wrongful or oppressive conduct by directors.

"EMPLOYEE CLAIMS" means all amounts, up to the amount that the employee or former employee would be entitled to receive under section 60(1.3)(a) of the ACT, due to the present or former employees of the DEBTOR but other than claims for any notice of termination or severance indemnity,.

"FILING DATE" means February 4, 2004, being the date on which the DEBTOR filed the NOTICE OF INTENTION pursuant to the relevant provisions of the ACT.

"NOTICE OF INTENTION" means the Notice of Intention to file a proposal filed by the DEBTOR under the ACT on February 4, 2004.

"POST-FILING GOODS AND SERVICES" means all accrued expenses and debts arising in respect of goods supplied, guarantees issued, services rendered or other consideration given to the DEBTOR as and from the FILING DATE.

"PREFERRED CLAIMS" means all claims directed by Section 136 of the ACT to be paid in priority to all other claims in the distribution of the property of an insolvent party.

"PROPOSAL" means the present holding proposal by the DEBTOR to its creditors, which will be amended.

"PROPOSAL EXPENSES" means all proper fees, expenses, liabilities and obligations of the DEBTOR and the TRUSTEE only, related or incidental to the NOTICE OF INTENTION and/or the PROPOSAL, and any AMENDED PROPOSAL, including, without limitation, all legal fees and accounting fees and the fees and expenses of the legal representatives of the DEBTOR and the TRUSTEE in connection therewith.

"SECURED CLAIMS" means claims of secured creditors as defined in section 2 of the ACT.

"SECURED CREDITORS" means the holders of the SECURED CLAIMS.

"TRUSTEE" means RSM Richter Inc. in its capacity of Trustee to the PROPOSAL and any AMENDED PROPOSAL.

"UNSECURED CLAIMS" means every "*provable claim*" (as defined in the ACT) against the DEBTOR, including claims of every nature and kind whatsoever, including all DIRECTORS LIABILITIES, whether due or not due for payment as of the FILING DATE, including contingent or unliquidated claims arising out of any transaction, repudiation or termination of contracts by the DEBTOR prior to such date including any claims by present or former employees, including any claim for notice of termination or severance indemnity, but specifically excluding the PROPOSAL EXPENSES, CROWN CLAIMS, EMPLOYEE CLAIMS, PREFERRED CLAIMS and SECURED CLAIMS.

"UNSECURED CREDITORS" means the holders of the UNSECURED CLAIMS.

II. SECURED CREDITORS

1. The SECURED CLAIMS will be paid in accordance with existing or future agreements existing between the DEBTOR and SECURED CREDITORS or pursuant to the rights which the ACT grants to each of their holders. The DEBTOR declares that this PROPOSAL and any AMENDED PROPOSAL is not and shall not be, made in respect of the SECURED CLAIMS and the security of the SECURED CREDITORS.

III. PREFERRED CREDITORS

2. Immediately upon APPROVAL, the EMPLOYEE CLAIMS, without interest, shall be paid in full.
3. The PROPOSAL EXPENSES will be paid in full, as they become due, in priority to all PREFERRED CLAIMS, CROWN CLAIMS and UNSECURED CLAIMS.
4. The CROWN CLAIMS will be paid in full within six (6) months of the APPROVAL.
5. PREFERRED CLAIMS, other than the EMPLOYEE CLAIMS, without interest, will be paid in full within sixty (60) days of APPROVAL in priority to all UNSECURED CLAIMS.

IV. UNSECURED CREDITORS

6. The following provisions will apply to UNSECURED CLAIMS:
 - a) The DEBTOR will defer the payment of UNSECURED CLAIMS until it tables at the first meeting of creditors or at any postponement thereof an AMENDED PROPOSAL under which the DEBTOR will propose a basis of payments to be made in full and final settlement of the UNSECURED CLAIMS.

V. OTHER CLAIMS

7. POST-FILING GOODS AND SERVICES will be paid in full in the ordinary course of business and on regular trade terms or as may have been arranged by the DEBTOR or as may hereafter be arranged by the DEBTOR and/or the TRUSTEE.

VI. DIRECTORS LIABILITY

8. In accordance with section 50(13) of the ACT, the AMENDED PROPOSAL will constitute a compromise of claims against the present and past directors of the DEBTOR that arose before the filing of the NOTICE OF INTENTION and that relate to the obligations of the DEBTOR for which the directors may, by law, be liable in their capacity as directors. Moreover, the AMENDED PROPOSAL, upon APPROVAL, will operate as a discharge in favour of such present and past directors with respect to such obligations. Nothing herein shall be interpreted as an acknowledgment of any liability or obligation of the directors.

VII. COMMITTEE

9. The DEBTOR agrees to the formation of the COMMITTEE at the meeting of creditors called to consider an AMENDED PROPOSAL.
10. The COMMITTEE shall have the powers given by the ACT to inspectors in a bankruptcy in addition to the following powers:
 - a) Advise the TRUSTEE on matters relating to the administration of the AMENDED PROPOSAL;
 - b) Postpone the payment of any dividends to UNSECURED CREDITORS herein provided;

VIII. PAYMENTS


11. All monies payable under the AMENDED PROPOSAL shall be paid over to the TRUSTEE who shall make the payments of the dividends, the whole in accordance with the terms of the AMENDED PROPOSAL.

IX. OFFICIAL VERSION

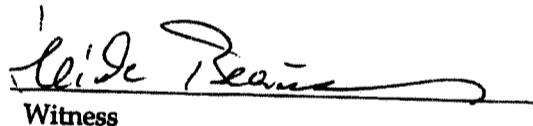
12. Notwithstanding the filing of the PROPOSAL or any AMENDED PROPOSAL in both English and French, in the event of any discrepancy between the English and French texts, the English version shall prevail.

DATED AT MONTREAL, this 4th day of August 2004

J.L. DE-BALL CANADA INC.



Per: Paul Flay
Duly Authorized



Witness

J.L. de Ball Canada Inc.
Condensed Statement of Affairs
(As declared and estimated by the Debtor)

LIABILITIES

Secured Creditors	\$11,116,495
Preferred Creditors	9,420
Unsecured Creditors	<u>4,835,914</u>
	<u>\$15,961,829</u>

**ASSETS
(Encumbered)**

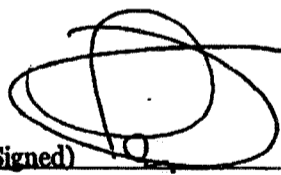
Accounts receivable	\$ 3,100,000
Sales taxes receivable	to be determined
Income taxes receivable	1,000,000
Inventory	2,500,000
Machinery, equipment and plant	5,000,000
Investment in subsidiaries	to be determined
Prepaid expenses	<u>to be determined</u>
	<u>\$11,600,000</u>

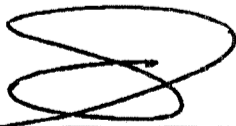
DEFICIENCY \$4,361,829

I, Paul Flay, of J.L. de Ball Canada Inc., President and CEO, do swear that this statement is to the best of my knowledge a full, true and complete statement of its affairs on August 4, 2004 and fully disclose all its property of every description that is in its possession and or that may devolve on me in accordance with Section 67 of the Act



SWORN before me at the City of Montreal in the Province of Québec, this 10th day of August, 2004.


(Signed) _____


(Signed) _____

DANS L'AFFAIRE DE LA PROPOSITION DE J.L. DE BALL CANADA INC., personne morale légalement constituée et dûment incorporée, ayant son siège social et son principal établissement commercial au 835, boulevard Industriel en la ville de Granby, province de Québec, J2J 1A5.

IN THE MATTER OF THE PROPOSAL OF J.L. DE BALL CANADA INC., a body politic and corporate, duly incorporated according to law and having its head office and its principal place of business at 835 Industriel Boulevard, in the City of Granby, Province of Québec, J2J 1A5.

La liste suivante des créanciers a été préparée à partir des documents remis au syndic et ne constitue pas l'acceptation d'une réclamation ou de réclamations.

The following list of creditors has been prepared from available figures submitted to the Trustee and does not constitute acceptance of any claim or claims.

CRÉANCIERS GARANTIS

Voir liste ci-jointe
See list attached

SECURED CREDITORS

\$11,116,494.64

CRÉANCIERS PRIVILÉGIÉS

Voir liste ci-jointe
See list attached

PREFERRED CREDITORS

\$9,420.20

CRÉANCIERS ORDINAIRES

Voir liste ci-jointe
See list attached

UNSECURED CREDITORS

\$4,835,914.34

LISTE SUPPLÉMENTAIRE

SUPPLEMENTARY LIST

1. Mme Diane Paquin (séquestre officiel)
2. Ministère du Revenu du Québec (TPS)
3. Ministère du Revenu du Québec (TVQ)
4. Ministère du Revenu du Québec (DAS)
5. Ministère du Revenu du Québec (Immeuble)
6. Agence des douanes et du revenu du Canada - Impôt
7. Agence des douanes et du revenu du Canada (DAS)
8. Agence des douanes et du revenu du Canada (Section faillite et insolvabilité)
9. Commission de la santé et de la sécurité du travail
10. Commission des normes du travail
11. Dun & Bradstreet du Canada ltée
12. Equifax Canada Inc., Montreal
13. Equifax Canada Inc., Toronto
14. EULER-ACI, M. Tony Sullo, vice-président régional
15. Me Stephen Raicek, Stikeman Elliott
16. Me Avram Fishman, Goldstein, Flanz & Fishman
17. Me Gilles Paquin, Goldstein, Flanz & Fishman
18. M. Paul Flay, J.L. de Ball Canada Inc.

RSM Richter Inc.
Liste des créanciers/Creditors List
Dans l'affaire de la proposition de/ In the matter of the Proposal of
J.L. de Ball Canada Inc.

Garanties/ Secured		
BMO (Guarantee for Ashville Velour Inc)*	105 ST JACQUES 2E ETAGE MONTREAL QC H2Y 1L6	1,309,090.90
BMO BANK OF MONTREAL (LONG TERM DEBT)	ATT.: MR. GUY ROULEAU 05 ST-JACQUES STREET, 2e ETAGE MONTREAL QC H2Y 1L6	5,568,181.74
BMO BANK OF MONTREAL (SHORT TERM LOC)	ATT.: MR. GUY ROULEAU 105 ST-JACQUES STREET, 2e ETAGE MONTREAL QC H2Y 1L6	3,807,222.00
US EXCHANGE 1,3300 (0,7500)*		432,000.00
Garanties/ Secured		11,116,494.64
Privilégiées/ Preferred		
433 BUILDING CORPORATION	510 - 333 RUE CHABANEL OUEST MONTREAL QC H2N 2E7	2,477.80
CHASCO INC.	C.P. 666 GRANBY QC J2G 8W7	6,942.40
EMPLOYEES	SALARIES AND VACATION PAY	UNKNOWN
Privilégiées/ Preferred		9,420.20
Chirographaires/Ordinary		
3A MOULINAGE THROWING	1001 CHEMIN DION ST-ELIE-D'ORFORD QC J0B 2S0	7,591.46
A.B. BLAKE	3596 BOULEVARD POIRIER SAINT-LAURENT QC H4R 2J5	96.90
ACC. SOUDURE DE GRANBY	691 RUE COWIE GRANBY QC J2G 3X5	51.75
ACIER A. MENARD & FILS INC.	585 SIMONDS GRANBY QC J2J 1C1	365.02
ADT SECURITY SERVICES CANADA INC.	940 - 6th AVENUE S. W. SUITE 700 CALGARY AB T2P 3T1	112.73
AMERICAN & EFIRD INC.	C.P. 11013, SUCC. CENTRE-VILLE MONTREAL QC H3C 4T9	530.32
AMEX BANK OF CANADA	CP 4500 SUCC. AGINCOURT SCARBOROUGH ON M1S 4B1	2,938.49
ARMATURES SHERFFORD	200 RUE CARTIER GRANBY QC J2G 5A6	907.55
ART COTTAGE*	63B KING STREET LEICESTER L1E 6RP ENGLAND	2,200.00
ARTWORK DESIGN LIMITED	11 RAILWAY STREET HYDE, CHESHIRE SK 14 1DF ENGLAND	3,900.00
ASALCO	44 CHEMIN DES URSULINES STANSTEAD QC J0B 3E0	159.42
ASHEVILLE VELOUR, INC.*	12 OLD CHARLOTTE HIGHWAY ASHEVILLE, NC 28803-9404 U.S.A.	750,000.00
ATELIER D'USINAGE MORRIS	98 RUE DENISON EST GRANBY QC J2G 4C6	5,955.86
ATLANTIC YARNS INC.	2600 MATHESON BLVD. EAST MISSISSAUGA ON L4W 4J1	27,741.41
BALANCE EXPERT	171 RUE LEGER SHERBROOKE QC J1L 1M2	715.36
BASF CANADA	C.P. 3768, STATION B MONTREAL QC H3B 3L7	6,390.36
BAYER CANADA INC.	BOX 1000, STATION B ETOBICOKE ON M9W 7A5	186,598.89
BEAUDIN LE PROHON INC.	6171 BOULEVARD BOURQUE ROCK FOREST QC J1N 1H2	929.23
BELL CANADA	C.P. 8712, SUCC. A MONTREAL QC H3C 3P6	7,972.51
BELL MOBILITE PAGETTE	P.O. BOX 11097 STATION CENTRE-VILLE MONTREAL QC H3C 5E9	217.92
BELL MOBILITY CELLULAR	3E ETAGE SUD OUESR 200 BOUL BOUCHARD DORVAL QC H9S 5X5	226.62
BERMATEX INC.	175, 4e RUE MONTMAGNY QC G5V 3L6	41,170.17
BINETTE	405 MONTELLIER VILLE ST LAURENT QC H4N 2G6	116.91
BMP TEXTILE AGENTS	53154 COVENT GARDEN STORKPORT U.K. SK1 3AX	834.94
BODYCOTE CANADA INC.	P.O. BOX 332, SUCC. PLACE D'ARMES MONTREAL QC H1Y 2H1	214.00
BOEHME FILATEX CANADA INC.	C.P. 3721, STATION B 1250 UNIVERSITY MONTREAL QC H3B 3L7	4,044.04
BRENTAG CANADA INC.	43 JUTLAND ROAD ETOBICOKE ON M8Z 2G6	1,651.60
BUREAU EN GROS	CENTRE DE PAIEMENT 328 GREEN ROAD STONEY CREEK ON L8E 5T7	257.27
CANADA COLORS AND CHEMICALS*	80 SCARSDALE ROAD DON MILLS ON M3B 2R7	46,457.78
CANADIAN INSTITUTE OC CHARTERED ACC	277 RUE WELLINGTON OUEST TORONTO ON M5V 3H2	402.59
CANADIAN TEXTILES INSTITUTE	222 SOMERSET STREET WEST SUITE 500 OTTAWA ON K2P 2G3	7,243.75
CHT R. BETLICH CORP	P.O. BOX 240497 CHARLOTTE NC 28224 U.S.A.	5,490.84
CLARIANT CANADA INC.	P.O. BOX 2030, STATION B MONTREAL QC H3B 4H4	7,725.07
CLAUDE CHIASSON	208 VICTORIA FARNHAM QC J2N 1S2	263.35
COGNIS CANADA CORPORATION	2290 ARGENTIA ROAD MISSISSAUGA ON L5N 6H9	849.41
CONCORD TRANSPORTATION INC	PO BOX 310 STATION A ETOBICOKE ON M9C 4V3	222.15
CORRUPAL INC.	ATTN: M. YVAN QUIRION 225 AVENUE LIBERTE CANDIAC QC J5R 3X8	13,648.88
CRANE CANADA INC.	DIVISION EN GROS 4805 AVENUE DUNN MONTREAL QC H4E 1B9	991.41
CS BROOK CANADA INC.	250 RUE PRINCIPALE EST MAGOG QC J1X 3X2	1,428.93
CULLIGAN	662 RUE DUFFERIN GRANBY QC J2G 8C9	330.70
D.A. STUART INC.	43 UPTON ROAD SCARBOROUGH ON M1L 2C1	182.74
DBR INFORMATIQUE	390 RUE SIMONDS SUD GRANBY QC J2J 1G8	4,584.98
DECHI-TECH MOBILE	2180 RUE DESNOYERS SAINT-HYACINTHE QC J2S 8Y9	120.78
DEVAL COMBUSTION	5041 BD SAINT-JEAN-BAPTISTE MONTREAL QC H1B 5V3	2,379.18
DHL EXPRESS CANADA LTEE (LOOMIS)	CASH APPLICATIONS DEPARTMENT 200 WESTCREEK BLVD. BRAMPTON ON L6T 5T7	3,054.86
DISMED INC.	9950 BOULEVARD PARKWAY ANJOU QC H1J 1P5	85.42
DISTRIBUTION LABEL'EAU	950 RUE ALBERT COWANSVILLE QC J2K 3G6	151.95
DOUBLETEX	9785 RUE JEANNE-MANCE MONTREAL QC H3L 3B6	62,506.87
DUBE & LOISELLE INC.	635 DUVERNAY GRANBY QC J2C 9H4	206.70
ECO-GESTENV INC.	121 BOULEVARD HYMUS POINTE-CLAIRE QC H9R 1E6	534.87
ELIZABAETH CITY COTTON*	P.O. BOX 186 ELIZABETH CITY, NC 27907-0186 U.S.A.	37,858.82
EMBALLAGE ECO-PACK PACKAGING	(2970-9052 QUEBEC INC.) 101 - 1650 SAINT-FRANCOIS-XAVIER TROIS-RIVIERES QC G9A 5X9	8,328.53
EMBALLAGES JEAN CARTIER	2325 BD INDUSTRIEL SAINT-CESAIRE QC J0L 1T0	2,913.05
ENTREPRISES L. BEAUDOIN ENR.	1030 RUE DESCHAGNON SHERBROOKE QC J1G 1X7	6,878.51
ENTREPRISES MICHEL LAROUCHE	2129 CHEMIN DU LAC ROXTON POND QC J0E 1Z0	63.84
ENTREPRISES PIERRE JUTRAS INC.	423 DEBUSSY GRANBY QC J2G 8S6	247.21
ENTRETIEN DYNAMO ENR.	7750 RUE CARTIER MONTREAL QC H2E 2J8	800.00
ENVIRONNEMENT E.S.A. INC.	207 RUE BELVEDERE NORD SHERBROOKE QC J1H 4A7	1,519.48
EQUIPEMENTS SANITAIRES PRODEC	760 BD INDUSTRIEL GRANBY QC J2G 9J5	1,786.00
ESPACE BELL	590 BOULEVARD BOVIN GRANBY QC J2G 2L7	67.86
EXCEL DISTRIBUTEUR INDUSTRIEL	CASE POSTALE 566 GRANBY QC J2G 8E9	1,372.11
FARO DISEGNI*	22100 COMO (ITALIA) VIA RODARI, 9 PALAZZO PANTERA ITALIA	3,600.00
FEDERAL EXPRESS CANADA LTEE	ATTN: FRED BARLOW P.O. BOX 4626, STATION A TORONTO ON M5W 5B4	18,537.05
FEDEX TRADE NETWORKS *	PO BOX 600 NIAGARA FALLS ON L2E 6V2	58.50
FILS SPECIALISES CAVALIER INC.	ATTN: M. JEAN-PIERRE CHELHOT 4500 THIMENS SAINT-LAURENT QC H4R 2P2	192,810.99
FLAY, PAUL. R.	1105 RANG DE LA MONTAGNE ST-PAUL D'ABBOTSFORD QC J0E 1A0	39.00
FOURNITURES DE BUREAU ASTRAL	845 - 9600 RUE MILLEUR MONTREAL QC H2N 2E3	206.94
GARAGE ANDRE GIRARD & FILS INC.	1048 RUE DENISON EST GRANBY QC J2G 8C7	135.81
GAZ METROPOLITAIN	ATTN: MARTINE LEMAY, SERVICE CLIENTELE 1717 RUE DU HAVRE MONTREAL QC H2K 2X3	187,816.20
GAZ PROPANE RAINVILLE	280 RUE SAINT-CHARLES SUD GRANBY QC J2G 7A9	31.05
GDS TRANSPORT	1607, 10e RANG OUEST STE-CECILE-DE-MILTON QC J0E 2C0	26,887.79
GEOLISTICS	203 - 407 MCGILL STREET MONTREAL QC H2Y 2G5	464.25
GESTION DE DOCUMENTS DE L'ESTRIE INC.	4340 BD BERTRAND-FABI ROCK-FOREST QC J1N 1Y7	43.71
GESTION ROLFQUO	18900 CLARK GRAHAM BAIE D'URFE QC H9X 3R8	3,804.47
GIRMES GmbH**	JOHANNES-GIRMES-STRASSE 27-29 47929 GREFRATH GERMANY	235,000.00
GREENWOOD MILLS INC.*	ATTN: MR. JAY SELF 300 MORGAN AVENUE GREENWOOD, SC 29646 U.S	148,672.76
GROUPE CTT	3000 RUE BOULLE SAINT-HYACINTHE QC J2S 1H9	40,258.75
GROUPE LSI	802 - 2120 RUE SHERBROOKE EST MONTREAL QC H2K 1C3	115.03
GROUPE MEDI-RESSOURCES	506 RUE BONAVENTURE TROIS-RIVIERES QC G9A 2B4	1,437.81
GROUPE MEGA SERVICE INC.	1150 SAINT-CHARLES SUD GRANBY QC J2G 8C6	251.44
GROUPE ROBERT INC.	130 PREMIERE AVENUE C.P. 39 ROUGEMONT QC J0L 1M0	6,824.21
GUILLEVIN INTERNATIONAL	C.P. 900 ANJOU QC H1K 4H2	1,022.64
HAFNER	C.P. 3000 GRANBY QC J2G 8G2	412.94
HEINRICH DERIC BETRIEBSGES MBH**	POSTFACH 101026 47919 GREFRATH GERMANY	2,885.90
HORLOGES INTERNATIONALES CIE LTEE	7A TAYMALL AVE TORONTO ON M8Z 3Y8	111.01
HYDRO-QUEBEC	ATTN: LAURENT L'HEUREUX, GESTION RISQUE 140 BD CREMAZIE, 1er ETAGE MONTREAL QC H2P 1C3	118,241.30
IBM	P.O. BOX 450 MONTREAL QC H4Z 1K6	468.85
IMPRIMERIE PHIL LIEBERMAN	400B - 4810 RUE JEAN-TALON OUEST MONTREAL QC H4P 2N5	2,051.56

RSM Richter Inc.
Liste des créanciers/Creditors List
Dans l'affaire de la proposition de / In the matter of the Proposal of
J.L. de Ball Canada Inc.

Chirographaires/Ordinary		
IMPRIMERIE SHEFFORD INC.	365 RUE YORK GRANBY QC J2G 8H5	1,570.02
INTERMEC SYSTEMS INC.	P.O. BOX 3605 COMMERCE COURT POSTAL STATION TORONTO ON M5L 1K1	2,033.97
INTEX CONSULTING GmbH**	OTTO HAUSMANN RING 107 42115 WUEPPERTAL GERMANY	6,135.50
J.L. DE BALL AMERICA INC.*	111 WEST 40th STREET NEW YORK, NY 10018 U.S.A.	780,000.00
JH RYDER MACHINERIE LTEE	3430 RUE GRIFFITH SAINT-LAURENT QC H4T 1A7	1,168.28
KINECOR INC.	PLACE D'ARMES POSTAL STATION 36 MONTREAL QC H2Y 3E9	2,724.85
KONE CRANES CANADA INC.	1040 SUTTON DRIVE BURLINGTON ON L7L 6B8	3,464.55
KPMG	200 AVE MCGILL COLLETE SUITE 1900 MONTREAL QC H3A 3H8	13,227.88
LABRADOR LAURENTIENNE INC.	P.O. BOX 4514, STATION A TORONTO ON M5W 4L7	80.65
LES CARRIERES JOBWINGS.COM INC.	2821 - 1 PLACE VILLE-MARIE MONTREAL QC H3B 4R4	287.56
LES EDITIONS YVON BLAIS INC.	C.P. 180 COWANSVILLE QC J2K 3H6	265.22
LES GRAVEURS D'ORFORD LTEE	C.P. 398 MAGOG QC J1X 3W9	2,372.26
LES PRODUITS DE PLASTIQUE AGE INC.	7295 TELLIER MONTREAL QC H1N 3S9	5,582.96
LES SERVICES KELLY QUEBEC INC.	P.O. BOX 9488, POSTAL STATION A TORONTO ON M5W 4E1	225.00
LEVITT-SECURITE LIMITEE	2872 BRISTOL CIRCLE OAKVILLE ON L6H 5T5	98.52
LIVRAISON INDEPENDANTE	C.P. 241 GRANBY QC J2G 8E5	559.02
LV LOMAS LIMITED	99 SUMMERLEA ROAD BRAMPTON ON L6T 4V2	634.94
LYRECO (CANADA) INC.	1545 RUE DE BEAUHARNOIS MONTREAL QC H4N 2T6	71.22
MACHINAGE GAGNE	82 - 6 IRWIN GRANBY QC J2J 2P1	1,793.87
MAGNOR INC.	1271 RUE AMPERE BOUCHERVILLE QC J4B 5Z5	2,983.37
MINISTERE DE REVENU DU QUEBEC	CENTRE PERCEPTION FISCALE/SECTEUR 542-23 3800 RUE MARLY SAINTE-FOY QC G1X 4A5	202.50
MINISTRE DES FINANCES		114.28
MINOLTA (MONTREAL) INC.	2705 PITFIELD BLVD. ST-LAURENT QC H4S 1T2	78.21
NELSON GRAVEL	SERVICE SANITAIRE 549 RUE COWIE GRANBY QC J2G 3W9	4,685.82
NEW BEDFORD THREAD CO.*	P.O. BOX 7072 NEW BEDFORD, MA 02742 U.S.A.	979.20
NEW PENN MOTOR EXPRESS*	50 ROUTE 147 STANHOPE QC J0B 3C0	5,525.41
NOEVEON CANADA INC.	P.O. BOX 70159 TORONTO ON M5W 2X5	16,288.92
NORAMPAC INC.	DIVISION DRUMMONDVILLE 600 RUE JANELLE DRUMMONDVILLE QC J2C 5Z3	29,138.05
NORMAN G. JENSEN	C/O NORAM INTERNATIONAL P.O. BOX 3777, COMMERCE COURT P. STATION TORONTO ON M5L 1K1	3,091.92
NORMAN G. JENSEN INC.*	BOX 3479 COMMERCE COURT POSTAL STATION TORONTO ON M5L 1K1	13,485.29
ONDEO NALCO CANADA CO.	P.O. BOX 11522 SUCC. CENTRE-VILLE MONTREAL QC H3C 5N7	3,911.54
OTHER PAYABLES	AND ACCRUED LIABILITIES	250,000.00
OTHER PAYABLES*	AND ACCRUED LIABILITIES	150,000.00
OXYGENE GRANBY LTEE	461 RUE ROBINSON SUD GRANBY QC J2G 7N3	63.04
PAPETERIE ATLAS	32 BOULEVARD PIE IX GRANBY QC J2G 9G9	2,403.39
PAPETERIE HAUTE-VILLE INC.	163 RUE COWIE GRANBY QC J2G 3V5	835.24
PAPETERIE LA LIBERTE INC.	209 RUE PRINCIPALE GRANBY QC J2G 2V7	1,251.07
PATENAUDE ET FRERES	62 RUE IRWIN GRANBY QC J2J 2P1	103.52
PEIGNE A METIER LPL	1125 ROBERVAL GRANBY QC J2G 8C8	184.31
PETRO SUD OUEST	619 RUE LAURENT GRANBY QC J2G 8Y3	54,665.42
PHARR YARNS INC.*	P.O. BOX 65133 CHARLOTTE, NC 28265 U.S.A.	3,993.38
PIECES D'AUTO BEAUREGARD	342 RUE NOTRE-DAME GRANBY QC J2G 3L3	84.39
PINCHEVSKY & CO.	255 - 4141 RUE SHERBROOKE OUEST MONTREAL QC H3Z 1B8	23,151.08
PNEUMAX CANADA	561 RUE EDOUARD GRANBY QC J2G 3Z5	338.23
PRESTON PHIPPS INC.	6400 RUE VANDEN-ABEELE SAINT-LAURENT QC H4S 1R9	886.15
PRISMADYE INC.	9737 CHEMIN COTE-DE-LIESSE DORVAL QC H9P 1A3	10,260.23
PRODUITS CHIMIQUES CCC	80 SCARSDALE ROAD DON MILLS ON M3B 2R7	163.63
PRO-JEL-TEST	(159691 CANADA INC.) 687 COWIE GRANBY QC J2G 3X5	769.52
PSI PROLEW INC.	163 LABROSSE POINTE-CLAIRE QC H9R 1A3	2,038.81
PURALATOR COURIER LTD.	C.P. 1100 ETOBICOKE POSTAL STATION ETOBICOKE ON M9C 5K2	161.13
QUEBEC LINGE INDUSTRIEL	C.P. 200, SUCC. M MONTREAL QC H1V 3M2	196.68
QUINCAILLERIE NOUVELLE-FRANCE	419 RUE NOTRE-DAME GRANBY QC J2G 3L6	229.69
R.L. STOWE MILLS INC.*	P.O. BOX 601596 CHARLOTTE, NC 28260-1596 U.S.A.	115,647.09
RECEVEUR GENERAL DU CANADA	AGENCE DES RECouvreMENTS A/S MARC WELDON 50 PLACE DE LA COTE SHERBROOKE QC J1H 5L8	12,617.73
REGITEX	745 AVENUE GUY-POULIN SAINT-JOSEPH QC G0S 2V0	599.14
RELIURE CONCEPT INC.	1390-A RUE NEWTON BOUCHERVILLE QC J4B 5M2	17,761.86
ROBERT & CO. LTEE	96 RUE SIMONDS SUD GRANBY QC J2G 7Z5	6,919.61
RODRIGUEZ O'DONNELL FUERST *	1211 CONNECTICUT AVE. NW SUITE 812 WASHINGTON DC USA 20036	748.00
ROGERS AT&T (CANTEL)	C.P. 3100 SAINT-LAURENT QC H4L 5J8	106.61
ROTATRONIQUE INC.	551 RUE EDOUARD GRANBY QC J2G 8E7	293.57
SB CREATION*	25 RUE TITON 75011 PARIS FRANCE	1,200.00
SERRURES DE L'ESTRIE INC.	156 ALEXANDRA GRANBY QC J2G 2R1	3.45
SERTI INFORMATIQUE	7555 RUE BECLARD ANJOU QC H1J 2S5	1,364.00
SERVICE TECHNIQUE LANTEK	549 CHEMIN KNOWLTON C.P. 392 LAC BROME QC J0E 1V0	439.03
SERVICES ADMINISTRATIFS C. PINSONNEAULT	203 RUE BOVIN GRANBY QC J2G 2J9	467.00
SERVICES KYD	P.O. BOX 312, STATION A MONTREAL QC H3C 2S1	77.20
SIFTO CANADA INC.	B.P. 19071, STATION A TORONTO ON M5W 1P8	2,333.50
SOCIETE DE SERVICES INDECK	4300 BEAUDRY ST-HYACINTHE QC J2S 8A5	741.62
SOCIETE D'EMBALLAGE DEN	1211 MONTEE DE LIESSE ST-LAURENT QC H4S 1J7	788.47
SONOCO CANADA	33 PARK AVENUE P.O. BOX 1208 BRANTFORD ON N3T 5T5	20,080.76
SOUTHEAST FREIGHT LINES INC.*	P.O. BOX 100104 COLUMBIA, SC 29202-3104 U.S.A.	319.57
ST INDUSTRIEL	43, RUE GUY GRANBY QC J2G 7J3	421.23
STR INC.*	P.O. BOX 40000, DEPT. 541 HARTFORD, CT 06151-0541 U.S.A.	100.00
SUPER NATIONALE BERAS	11 CHEMIN YVON C.P. 908 GRANBY QC J2G 8W9	14,227.91
SYFILCO LTD.	320 THAMES ROAD EAST EXETER ON N0M 1S3	850.56
SYSTEME DE SECURITE CHUBB	6680 AVENUE DU PARC MONTREAL QC H2V 4H9	199.67
TACTIC SAMPLING	395, 32e RUE OUEST SAINT-GEORGES QC G5Y 4G8	4,096.81
TCA CANADA	SECTION LOCALE 777 UNITE J.L. DE BALL	3,067.98
TEXTILES HUMAN RESOURCES COUNCIL	1720, 66 SLATER OTTAWA ON K1P 5H1	669.00
TRADELCO INC.	C.P. 56 GRANBY QC J2G 8E2	2,052.53
TRANSPORT BOURRET	C.P. 816 230 BD SAINT-JOSEPH OUEST DRUMMONDVILLE QC J2B 8G8	364.26
TRANSPORT R.P.R. INC.	555 SAINT-JEAN-BAPTISTE SAINTE-MARTINE QC J0S 1V0	637.59
TRIBOSPEC	220 AVENUE LAFLEUR LASALLE QC H8R 4C9	463.63
TRI-TEX CO. INC.	1001 BD INDUSTRIEL SAINT-EUSTACHE QC J7R 6C3	108.70
TYCO VALVES & CONTROLS CANADA INC	3003 16TH STREET N.E. CALGARY AB T2E 7K8	172.54
UNION TRANSPORT OF CANADA INC. *	7725 HENRI BOURASSA BLVD. W. ST-LAURENT QC H4S 1P7	932.72
UNITED PARCEL SERVICE	CP 6158 MONCTON NB E1C 9X1	6.84
UNIVAR CANADA LTEE	2700 RUE JEAN-BAPTISTE-DESCHAMPS LACHINE QC H8T 1E1	292.64
UTI CANADA INC.	7725 BD HENRI-BOURASSA OUEST ST-LAURENT QC H4S 1P7	9,411.22
VILLE DE GRANBY	87 RUE PRINCIPALE GRANBY QC J2G 2T8	51,914.76
VITRERIE MAURICE INC.	460 RUE COWIE GRANBY QC J2G 3W5	75.92
VOYAGES TRANSATLANTIQUES INTERNATIONAUX	(GRANBY) INC. 90 RUE DRUMMOND GRANBY QC J2G 2S6	184.00
WET-THERMPLATE**	MASCHINENBAU UND VERTRIEBS SIEMENSRING 110 47877 WILLICH GERMANY	8,329.30
XEROX CANADA LTEE	900 - 3400 BD DE MAISONNEUVE OUEST MONTREAL QC H3Z 3G1	53.82
YELLOW FREIGHT SYSTEM INC.*	P.O. BOX 2431A, STATION A TORONTO ON M5W 2K6	38,794.15
ZZ_EURO EXCHANGE 1,6000 (0,6300)**		151,410.42
ZZ_US EXCHANGE 1,3300 (0,7500)*		693,188.98
Chirographaires/Ordinary		4,835,914.34

Grand Total

15,961,829.18

**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 claim against director(s) (subparagraph (E)), in a proposal which compromises a creditor's claim, must contain full particulars and calculations.

PARAGRAPH 5 OF THE PROOF OF CLAIM

- The claimant must indicate whether he/she is or is not related to the debtor, as defined in the Bankruptcy and Insolvency Act, by striking out that which is not applicable.

PARAGRAPH 6 OF THE PROOF OF CLAIM

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

PROOF OF CLAIM

(Section 50.1(1), subsections 65.2(4), 81.2(1), 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:
Telephone number:

In the matter of the proposal of J.L. DE BALL CANADA INC. of Granby, Québec, 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)).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of the Notice of Intention to Make a Proposal, namely the 4th day of February, 2004, 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. In addition, indicate the creditor's address, fax number, telephone number and E-mail address).

4. (Check and complete appropriate category.)

- () A. UNSECURED CLAIM OF \$
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 ("Unsecured 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 LANDLORD 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.)

() E. CLAIM AGAINST DIRECTORS \$
(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.)

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.

6. That the following are the payments that I have received from, and the credits that I have allowed to, the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: (Provide details of payments and credits.)

Dated at this day of 2004.

Witness Signature of individual completing this certificate

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

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Bankruptcy and Insolvency 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 Bankruptcy and Insolvency 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 J.L. DE BALL CANADA INC.:

I (or We), the undersigned, creditor(s), do hereby appoint of to be my (or our) proxy in the above matter, except as to the receipt of dividends, with (or without) power to appoint another proxy in his/her place.

Dated at this day of 2004.

Witness Signature and name of Creditor (If signed by a firm or company, the official signing should indicate his/her name and title

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

IN THE MATTER OF THE PROPOSAL OF:

J.L. de Ball Canada Inc.,

a body politic and corporate, duly incorporated according
to law and having its head office and its principal place
of business at:
835 Industriel Blvd.
Granby QC J2J 1A5

Debtor

I, _____,
(name of creditor)

of _____,
(name of city)

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

_____ of _____),
(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 J.L. de Ball Canada Inc.,

to record my vote _____ (for or against)

the acceptance of the Proposal as made on the 4th day of August, 2004.

DATED at _____ this _____ day of _____, 2004.

Witness

Individual Creditor

OR

Name of Corporate Creditor

Witness

Per: _____
Signature of Signing Officer

Name and Title of Signing Officer