

September 1, 2017

To the Creditors of
SAVEONJETFUEL.COM INC.

Dear Sir/Mesdames:

RE: THE MATTER OF THE PROPOSAL OF SAVEONJETFUEL.COM INC.

Please find enclosed the following information as required by Section 51(1) of the *Bankruptcy and Insolvency Act*:

1. Notice of Proposal to Creditors;
2. List of Creditors;
3. A Condensed Statement of Assets and Liabilities;
4. A copy of the Proposal;
5. Trustee's Report on Proposal;
6. Proof of Claim and Form of Proxy; and;
7. Voting Letter.

As indicated in the Notice of Proposal to Creditors, a general meeting of the creditors will be held at 2000 Manulife Place, 10180 – 101 Street, Edmonton, AB on the 18th day of September, 2017 at 2:00 p.m. The purpose of the meeting is to consider to the Proposal put forth by the Insolvent Person and to vote on the Proposal.

Creditors must lodge with the Trustee, prior to the commencement of the meeting of creditors, a proof of claim with proper supporting documentation which substantiates the amount claimed. Creditors with proven claims may vote by letter, by proxy or in person at the meeting of creditors.

If you have any questions regarding the filing of your proof of claim, proxy or voting letter or how the Proposal affects you as a creditor, we encourage you to contact the Trustee at the telephone number noted above.

Yours truly,

DELOITTE RESTRUCTURING INC.

In its capacity as Trustee in re:
The Matter of the Proposal of SAVEONJETFUEL.COM INC.
and not in its personal capacity

Per:



for Darren Crocker, CPA, CGA, CIRP, LIT
Senior Vice President
Deloitte Restructuring Inc.

Encl.

District of: Alberta
Division No. 01 - Edmonton
Court No. 24-2248036
Estate No. 24-2248036

FORM 92
Notice of Proposal to Creditors
(Section 51 of the Act)

In the matter of the proposal of
SAVEONJETFUEL.COM INC.
of the City of St. Albert, in the Province of Alberta

Take notice that SAVEONJETFUEL.COM INC. of the City of St. Albert in the Province of Alberta 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.

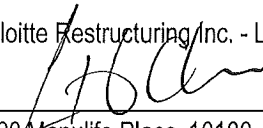
A general meeting of the creditors will be held at 2000 Manulife Place, 10180-101 Street, Edmonton, AB on the 18th day of September 2017 at 2:00 PM.

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 the City of Edmonton in the Province of Alberta, this 1st day of September 2017.

Deloitte Restructuring Inc. - Licensed Insolvency Trustee


2000 Manulife Place, 10180 - 101 Street
Edmonton AB T5J 4E4
Phone: (780) 401-3913 Fax: (780) 421-3782

(A form of proof of claim, a form of proxy and a voting letter should be enclosed with each notice.)

Creditor Mailing List

In the matter of the proposal of
SAVEONJETFUEL.COM INC.
of the City of St. Albert, in the Province of Alberta

Creditor Type	Name	Attention	Address	Claim \$
Director	Karl Trevor Heck		15 Garcia Place St. Albert AB T8N 1Z7 Fax: (780) 425-3030	
Secured	Canadian Western Bank	Connie Pitrumiak	3000 - 10303 Jasper Ave Edmonton AB T5J 3X6 Fax: (780) 423-8897 comments@cwbank.com	237,846.00
	Commercial Lease & Capital Corporation		15626-116 Avenue Edmonton AB T5M 3S5	30,191.00
	Commercial Lease & Capital Corporation		15626-116 Avenue St. Albert AB T5M 3S5	224,999.00
	GM Financial Canada Leasing Ltd. c/o BankruptcyHighway.com	Mike Timko	PO Box 57100 Etobicoke ON M8Y 3Y2 Fax: (416) 253-3610 bankruptcydocuments@asset.net	1.00
	McKinley Mortgage Company LLC	Cheryl Anderson	1400 W. Benson Blvd., Suite 110 Anchorage AK 99503	585,013.00
Unsecured	727775 Alberta Ltd. Glenn Ellis		5920-76 Avenue Edmonton AB T6B 0A6	5,000.00
	AFD Petroleum Ltd.		44 Macdonald Rd Whitehorse YT Y1A 4L2 Fax: (867) 668-3621	5,383.00
	Basset Petroleum Distributors Ltd.		#20, 40 Challenger Crescent Sherwood Park AB T8H 2R1	1,076.00
	Carscallen Leitch LLP	Janet Sheir	Enerchem & Millard 160117391 1500 - 407 2nd Street SW Calgary AB T2P 2Y3 Fax: (403) 262-2952 sheir@cclawyers.com	1.00
	Enerchem International Inc.		160117391 Suite 3900, Bow Valley Sq. 2, 205-5th Avenue SW Calgary AB T2P 2V7	255,296.00
	Evergreen	Ryan C. Hagens	USD Unknown Edmonton AB T5J 4E4	70,169.00
	Goldthrope Investments Inc.		1444 Goldthrope Road Mississauga ON L5G 3R3	1.00
	Mackenzie County	Darlene Underhay	PO Box 640 Fort Vermillion AB T0H 1N0	2,994.00
	Max Fuel Distributors		5503 Kepler Street Whitecourt AB T7S 1X7	3,990.00
	Millard Trucking	Sue Crossman	Box 960 Sundre AB T0M 1X0	11,825.00

Creditor Mailing List

In the matter of the proposal of
SAVEONJETFUEL.COM INC.
of the City of St. Albert, in the Province of Alberta

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Miller Thomson LLP - Edmonton		Sissons Enterprises & Tanks Dire 2700 Commerce Place 10155 - 102 Street Edmonton AB T5J 4G8 Fax: (780) 424-5866	1.00
	National Energy Equipment	Cathy Baker	1467 Spitfire Place Port Coquitlam BC V3C 6L4	8,226.00
	Pear Canada	Paula Wingrove	Unit 14, 400 Sheldon Drive Cambridge ON N1T 2H9	25,282.00
	Romanovsky & Associates		10260 - 112 Street Edmonton AB T5K 1M4	5,740.00
	Sissons Enterprises Corp.		170302367 c/o 2700, 10155-102 Street Edmonton AB T5J 4G8	1.00
	Tanks Direct	Katherine Flanigan	#26, 26308 TWP RD 525A Acheson AB T7X 5A6	72,220.00
	Ventures West Transport LP	Randy Hepper	182 - 55202 - SH825 Sturgeon County AB T8L 5C1	49,007.00
	World Fuel Services	Gina Mackenzie	Suite 340, 2601-25th Street SE Salem OR 97302 USA	54,475.00
	XPO Global Logistics (XGL)	Pamela Wilson	Suite 300, 13777 Ballantyne Corporate Place Charlotte NC 28277 USA	11,400.00

District of: Alberta
 Division No. 01 - Edmonton
 Court No. 24-2248036
 Estate No. 24-2248036

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
 SAVEONJETFUEL.COM INC.
 of the City of St. Albert, in the Province of Alberta


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 3rd day of May 2017. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

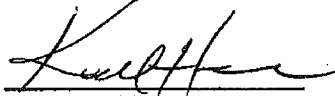
LIABILITIES (as stated and estimated by the officer)	ASSETS (as stated and estimated by the officer)
1. Unsecured creditors as per list "A"	1. Inventory
582,087.00	0.00
Balance of secured claims as per list "B"	2. Trade fixtures, etc.
0.00	1.00
Total unsecured creditors	3. Accounts receivable and other receivables, as per list "E"
582,087.00	Good
2. Secured creditors as per list "B"	200,000.00
1,078,050.00	Doubtful
3. Preferred creditors as per list "C"	0.00
0.00	Bad
4. Contingent, trust claims or other liabilities as per list "D"	0.00
estimated to be reclaimable for	Estimated to produce
0.00	200,000.00
Total liabilities	4. Bills of exchange, promissory note, etc., as per list "F" ...
1,660,137.00	0.00
Surplus	5. Deposits in financial institutions
32,903.00	0.00
	6. Cash
	0.00
	7. Livestock
	0.00
	8. Machinery, equipment and plant
	493,038.00
	9. Real property or immovable as per list "G"
	1,000,000.00
	10. Furniture
	0.00
	11. RRSPs, RRIFFs, life insurance, etc.
	0.00
	12. Securities (shares, bonds, debentures, etc.)
	1.00
	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
	0.00
	Amount paid on capital
	0.00
	Balance subscribed and unpaid
	0.00
	Estimated to produce
	0.00
	Total assets
	1,693,040.00
	Deficiency
	NIL

I, Karl Trevor Heck, of the City of St. Albert in the Province of Alberta, 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 28th day of August 2017 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)
 before me at the City of Edmonton in the Province of Alberta, on this 28th day of August 2017.



 Darren Crocker, Commissioner of Oaths
 For the Province of Alberta
 Expires October 3, 2017



 Karl Trevor Heck

District of Alberta
Division No. 01-Edmonton
Court No. 24-2248036
Estate No. 24-2248036

IN THE MATTER OF THE DIVISION I PROPOSAL OF
SAVEONJETFUEL.COM INC.

DIVISION I PROPOSAL

(Section 50 of the *Bankruptcy and Insolvency Act*)

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District of Alberta
Division No. 01-Edmonton
Court No. 24-2248036
Estate No. 24-2248036

IN THE MATTER OF THE PROPOSAL OF

SAVEONJETFUEL.COM INC.

AN INSOLVENT PERSON

DIVISION I PROPOSAL

(Section 50 of the *Bankruptcy and Insolvency Act*)

ARTICLE 1 - DEFINITIONS

1.1. Definitions

In this Proposal, the following words and phrases shall have the following respective meanings:

- a) "Acceptance" means the acceptance of the Proposal by the Creditors and the approval of the Proposal by the Court;
- b) "Act" means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3;
- c) "Certain Crown Claims" means those Creditors defined in Article 8.2 hereof;
- d) "Claim Provable" has the meaning ascribed thereto in the Act;
- e) "Court" means the Court of Queen's Bench of Alberta in Bankruptcy and Insolvency;
- f) "Creditor" or "Creditors" means the creditors of the Insolvent Person affected by the Proposal;
- g) "Insolvent Person" means Savonjetfuel.com Inc.;
- h) "Meeting of Creditors" means the meeting of Creditors scheduled to consider and vote on the Proposal;
- i) "Notice of Intention Date" means May 3, 2016;
- j) "Notice of Meeting" means the notice of the Meeting of Creditors forwarded to the Creditors;

- k) **“Preferred Creditors”** means all those Creditors of the Insolvent Person defined in Article 8.5 hereof;
- l) **“Proposal”** means the series of steps and arrangements contemplated herein, by which the debts and obligations owing by the Insolvent Person to the Creditors will be dealt with pursuant to Part III, Division I of the Act;
- m) **“Proposal Fund”** shall mean the fund of money paid under Article 15 to the Trustee for the purpose of distribution to the Creditors of the Insolvent Person in accordance with the terms of this Proposal;
- n) **“Proposal Implementation Date”** means the date that rights and obligations under the Proposal become effective and is the latest date upon which each of the following events has occurred:
 - i. the approval of the Proposal by the requisite majority in number and in value of the Creditors required under the Act has been obtained; and
 - ii. an Order of the Court approving the Proposal has been obtained and the appeal period from such Order has expired or, if any appeal is taken from such Order, a final Order dismissing such appeal has been obtained;
- o) **“Proposal Valuation Date”** means August 28, 2017;
- p) **“Secured Creditors”** means those Creditors defined in Article 8.3 hereof;
- q) **“Termination Date”** means the date upon which the claims of all Creditors have been satisfied in accordance with the Proposal or otherwise satisfied;
- r) **“Trustee”** means Deloitte Restructuring Inc., Licensed Insolvency Trustee under the Proposal;
- s) **“Unsecured Creditors”** means those Creditors defined in Article 8.6 hereof;
- t) **“Valued Claim”** means the claim of a creditor as of the Proposal Valuation Date which has been valued by the Trustee; and
- u) **“Wage Claims”** means the claims advanced against the Insolvent Person by those Creditors defined in Article 8.4 hereof;

2. ARTICLE 2 - INSOLVENT PERSON

2.1. The Insolvent Person, hereby submits the following Proposal pursuant to the Act.

ARTICLE 3 - PURPOSE AND EFFECT OF PROPOSAL

- 3.1. The purpose of the Proposal is to allow the Insolvent Person the opportunity to offer a compromise to its Creditors of their claims against the Insolvent Person.
- 3.2. The Insolvent Person wishes to permit the Creditors to achieve a recovery on their claims against the Insolvent Person which is superior to that which the Creditors are expected to achieve in the event that the Insolvent Person were to become bankrupt.
- 3.3. The Proposal will become effective on the Proposal Implementation Date, on which date the claims of the Creditors will be compromised in accordance with the terms hereof.

ARTICLE 4 - MEETING OF CREDITORS

- 4.1. The Creditors shall be given formal notice to attend a Meeting of Creditors as outlined in the Notice of Meeting.

ARTICLE 5 - ADMINISTRATION OF THE PROPOSAL

- 5.1. The Creditors, with the consent of the Insolvent Person, may include such additional provisions or terms in the Proposal with respect to the supervision of the affairs of the Insolvent Person as they may deem advisable.
- 5.2. The Creditors may appoint one or more, but no more than five, inspectors of the Proposal of the Insolvent Person.
- 5.3. The Proposal shall be terminated upon the date on which the claims of all Creditors have been satisfied pursuant to the terms of the Proposal, or upon the bankruptcy of the Insolvent Person, or upon default under the terms of the Proposal by the Insolvent Person.

ARTICLE 6 - REASONABLE SECURITY

- 6.1. Pursuant to Section 59(3) of the Act, the Trustee has received \$10,000 from the Insolvent Person which will serve as reasonable security in support of this Proposal.

ARTICLE 7 - DEFAULT BY INSOLVENT PERSON IN PERFORMANCE OF PROPOSAL

- 7.1. The Insolvent Person shall be in default of its obligations under the Proposal in the event that it does not make the required payments noted in Article 15.2.
- 7.2. Where default is made in the performance of any provision of the Proposal and the default is not remedied by the Insolvent Person or waived by the Inspectors,

or in the absence of inspectors, by the Trustee or a majority of the Creditors as defined in dollar value of proven claims, within thirty (30) days immediately following the default, the Trustee shall so inform all of the Creditors and the Official Receiver in the manner prescribed pursuant to the Act.

- 7.3. In the absence of inspectors, the Trustee shall have the power to extend the time for the making of any payment required to be made pursuant to this Proposal.

8. ARTICLE 8 - DEFINITION OF CREDITOR CLAIMS

- 8.1. The claims of Creditors shall have the respective definitions provided in this Article 8.
- 8.2. “**Certain Crown Claims**” shall mean any claim of Her Majesty in the Right of Canada or a Province or Territory of all amounts of a kind that could be subject to a demand under:
- a) subsection 224(1.2) of the *Income Tax Act*;
 - b) any provision of the *Canada Pension Plan* or the *Employment Insurance Act* that refers to subsection 224(1.2) of the *Income Tax Act*; and
 - c) any substantially similar provincial or territorial legislation that has a similar purpose to the subsection 224(1.2) of the *Income Tax Act*.
- 8.3. “**Secured Creditor**” means a person holding a mortgage, hypothec, pledge, charge, security interest or lien on or against the property of the Insolvent Person or any part of that property as security for a debt due or accruing due to the person from the Insolvent Person, or a person whose claim is based on, or secured by, a negotiable instrument held as collateral security and in respect of which the Insolvent Person is only indirectly or secondarily liable.
- 8.4. “**Wage Claim**” includes any claim of employees and former employees of the Insolvent Person for amounts equal to the amounts that such employees may be qualified to receive pursuant to subsection 136(1)(d) of the Act as at the Notice of Intention Date or of the filing of the Proposal.
- 8.5. “**Preferred Creditor**” includes any creditor with a claim defined pursuant to subsection 136(1) of the Act. However, “Preferred Creditor” shall exclude any person advancing a Wage Claim.
- 8.6. “**Unsecured Creditor**” includes all persons to whom the Insolvent Person owes any obligations of any nature and kind whatsoever, whether due or not due for payment at the Notice of Intention Date and including contingent or unliquidated claims arising out of any transactions entered into by the Insolvent Person prior to the time of the filing of the Notice of Intention, save and except for the claims of Secured Creditors, Wage Claims, Certain Crown Claims and the claims of Preferred Creditors.

9. ARTICLE 9 - ARRANGEMENTS AFFECTING CANADA REVENUE AGENCY ("CRA")

- 9.1. The Insolvent Person shall be deemed to have completed a year-end on the day prior to the Notice of Intention Date. Federal, provincial and territorial income taxes, including interest and penalty charges thereon and goods and services taxes (GST), including interest and penalty charges thereon, accruing due or payable for the current fiscal year up to and including the day preceding the filing of the Notice of Intention shall be included as an unsecured claim pursuant to Article 8.6 herein. Any adjustments, assessments or reassessments (if any) made by CRA for claims filed by the Insolvent Person prior to the date of the Notice of Intention in relation to income taxes or GST shall be considered an adjustment, assessment or reassessment in relation to the pre-proposal period.

ARTICLE 10 - ARRANGEMENTS AFFECTING CERTAIN CREDITORS

- 10.1. Any indebtedness incurred by the Insolvent Person for the provision of goods, services, supplies, or any other considerations subsequent to the filing of the Notice of Intention and prior to the approval of the Proposal by the Court shall be paid in full in the ordinary course and in priority only to the claims of the Unsecured Creditors as defined in Article 8.6 herein, existing at the Notice of Intention Date.
- 10.2. Creditors dealing with the Insolvent Person following the Notice of Intention Date shall have no right of set-off.

ARTICLE 11 - ARRANGEMENTS AFFECTING CERTAIN CROWN CLAIMS

- 11.1. The claims defined in Article 8.2 hereof, comprised of all amounts outstanding at the time of the filing of the Notice of Intention or of filing the Proposal, shall be paid in full within six (6) months following Court approval of the Proposal or in an extended period of time if approved by Her Majesty in Right of Canada as represented by CRA from proceeds realized in relation to the business operations in subordination to the Trustee's fees and disbursements and in priority only to the payment of the claims of the Preferred Creditors as defined in Article 8.5 herein and the payment of the claims of the Unsecured Creditors as defined in Article 8.6 herein.
- 11.2. The Insolvent Person shall remit payment directly to CRA for claims defined in Article 8.2.

ARTICLE 12 - ARRANGEMENTS AFFECTING SECURED CREDITORS

- 12.1. The payment of the claims of the Secured Creditors of the Insolvent Person shall be made in accordance with terms and conditions as may be agreed upon between the Secured Creditors and the Insolvent Person.
- 12.2. For greater certainty, the payment of the secured claims as defined in Article 8.3 herein, shall be the sole responsibility of the Insolvent Person and the secured claims shall not be included for distribution of any dividends payable by the Trustee with respect to this Proposal.

ARTICLE 13 - ARRANGEMENTS AFFECTING EMPLOYEES AND FORMER EMPLOYEES

- 13.1. The claims defined in Article 8.4 hereof of all amounts outstanding at the time of the filing of the Notice of Intention or of filing the Proposal, together with all amounts accrued due for services rendered after that date and before Court approval of the Proposal, shall be paid in full immediately following Court approval of the Proposal and in priority to the claims of all other Creditors, however, payment to wage claimants shall be subordinate to payment of the Trustee's fees and disbursements.
- 13.2. For greater certainty, the payment of the claims defined in Article 8.4 hereof shall be the sole responsibility of the Insolvent Person and the claims shall not be included for distribution of any dividends payable by the Trustee with respect to this Proposal.
- 13.3. The Insolvent Person is not aware of any indebtedness to employees or former employees as defined in Article 8.4 hereof.

ARTICLE 14 - ARRANGEMENTS AFFECTING PREFERRED CREDITORS

- 14.1 That the funds available for distribution in this Proposal shall be distributed to the Preferred Creditors (as defined in Article 8.5 hereof) in priority only to the Unsecured Creditors and the distribution of dividends to the Preferred Creditors shall be subordinate to payment of each of the Trustee's, and the Insolvent Person's legal counsel's, fees and disbursements.
- 14.2 The Insolvent Person is not aware of any indebtedness to Preferred Creditors as defined in Article 8.5 hereof.

ARTICLE 15 - ARRANGEMENTS AFFECTING UNSECURED CREDITORS

- 15.1 The Insolvent Person shall contribute the following to the Proposal Fund:
 - a) Funds sufficient for payment of the Trustee's and the Insolvent Person's legal counsel's fees and disbursements in priority to all claims;

- b) Funds sufficient for payment of the Superintendent's levy for distribution;
- c) Funds sufficient for distribution to the Preferred Creditors (where applicable) in priority only to the Unsecured Creditors and to the Unsecured Creditors; and

in complete and full satisfaction of all claims against the Insolvent Person at law or in equity.

15.2 The Insolvent Person shall provide the following to the Proposal Fund:

- a) The Insolvent Person shall remit to the Trustee, the sum of \$90,000 by way of payments of \$10,000 per month, commencing on October 1, 2017 until June 30, 2018, inclusive;
- b) The Insolvent Person shall remit to the Trustee, the sum of \$90,000 by way of payments of \$30,000 per month, commencing on July 1, 2018 until September 1, 2018, inclusive;
- c) The Insolvent Person shall remit to the Trustee, the sum of \$90,000 by way of payments of \$10,000 per month, commencing on October 1, 2018 until June 30, 2019, inclusive;
- d) The Insolvent Person shall remit to the Trustee, the sum of \$90,000 by way of payments of \$30,000 per month, commencing on July 1, 2019 until September 1, 2019, inclusive; and
- e) The Insolvent Person owns a condominium located in Puerto Vallarta, Mexico, which is presently listed for sale at \$1,000,000 USD. The Insolvent Person will undertake best efforts to sell the property in a commercially reasonable manner and contribute the net equity from the sale of the property, after all selling costs including real estate commissions, legal fees, and the payment of the mortgage in full. The Insolvent Person estimates the net equity to be \$500,000 USD to \$600,000 USD.

15.3 The Trustee shall distribute dividends, where applicable, firstly to the Preferred Creditors as defined in Article 8.5 hereof, in priority only to the Unsecured Creditors, and finally the Unsecured Creditors as defined in Article 8.6 by payment of the Proposal Funds under Article 15.1. No creditor shall be entitled to receive more than the amount of their Claim Provable.

15.4 Each of the Trustee's and the Insolvent Person's legal counsel's fees and disbursements shall be paid in priority to the claims of all Creditors defined in Articles 8.2, 8.5 and 8.6 hereof. Trustee's fees shall be calculated in accordance with the time spent by the Trustee and its staff at the Trustee's standard rates for the individuals involved.

- 15.5 The Trustee's fees and disbursements shall be submitted to the Court for approval and taxation with the Trustee's Final Statement of Receipts and Disbursements pursuant to the Act. Notwithstanding the requirement for taxation of Trustee's fees at the end of the administration of this Proposal, the Trustee will be at liberty to draw its fees and disbursements on a monthly basis at the discretion of the Trustee (if required) in order to cover the costs of administration of the proposal.
- 15.6 Effective as of the Proposal Implementation Date, the Insolvent Person and the Trustee (collectively "the Released Parties" and individually a "Released party") will be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, liens and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature that any of the Creditors may be entitled to assert, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Proposal Valuation Date relating to, arising out of or in connection with the Claims or the business and affairs of the Insolvent Person.
- 15.7 Upon the Insolvent Person performing its obligations under the Proposal, the Trustee shall provide the Insolvent Person with a Certificate of Full Performance of the Proposal pursuant to section 65.3 of the BIA.
- 15.8 Upon issuance by the Trustee to the insolvent Person of a Certificate of Full Performance of the Proposal, the insolvent Person will be released from all debts and liabilities, present or future, to which the insolvent Person was subject on the Proposal Valuation Date, or to which the insolvent Person has or may become subject after the Proposal Valuation Date by reason of any obligation incurred or any act or omission which occurred on or before the Proposal Valuation date (save and except for Claims against the insolvent Person under section 178 of the Act), including claims against the insolvent Person for indemnity and all unliquidated or contingent claims arising out of any transaction entered into by the insolvent Person on or prior to the Proposal Valuation Date, regardless of whether or not a proof of claim was filed with the Trustee in respect of any such claim.
- 15.9 As required by section 60(2) of the Act, all monies payable under the Proposal shall be paid by the Insolvent Person to the Trustee, and shall thereafter be distributed by the Trustee in accordance with the Proposal and the Act.

ARTICLE 16 - VALUATION OF CLAIMS, VOTING AND APPLICABLE DATES

- 16.1 The Claims of all Creditors who have proven claims against the Insolvent Person shall be valued as at the Proposal Valuation Date by the Trustee, at or before the Meeting of Creditors.

- 16.2 Proofs of claim, proxies and voting letters intended to be used at the Meeting of Creditors must be lodged with the Trustee prior to the Meeting of Creditors.
- 16.3 Creditors may vote their claims by either returning a properly completed voting letter to the Trustee prior to the Meeting of Creditors, or by attending at the Meeting of Creditors and voting in person or by proxy.
- 16.4 Pursuant to section 50(1.2) of the Act, and for the purposes of the Proposal, the Insolvent Person hereby makes this proposal to the Creditors and the Insolvent Person hereby designates such parties to whom it is making the Proposal into the following class of Creditors more particularly described below, namely:
- a) Class One - Unsecured Creditors: All Creditors with unsecured Claims against the insolvent Person for debts and liabilities, present or future, including all Creditors claiming any one or more of the following types of debts or liabilities:
 - i. debts or liabilities to which the Insolvent Person was subject on the Proposal Valuation Date;
 - ii. debts or liabilities to which the Insolvent Person may in future become subject by reason of any obligation incurred by it or on its behalf on or before the Proposal Valuation Date;
 - iii. debts or liabilities arising from claims against the Insolvent Person for indemnity; and
 - iv. debts or liabilities arising from all unliquidated or contingent claims related to any act or omission of the Insolvent Person which occurred, or any transaction entered into by the Insolvent Person, on or before the Proposal Valuation Date.

ARTICLE 17 - MODIFICATIONS AND AMENDMENTS

- 17.1 The Trustee, with the approval of the Court and without notice to the Creditors, may agree to any modification or amendment to the Proposal after the Creditors have voted on the Proposal, including without limiting the generality of the foregoing, any extension of time for carrying out the terms of the Proposal or for taking any steps or proceedings hereunder, other than any modification or amendments which would materially adversely affect the rights of any creditors.

ARTICLE 18 - NOTICE

- 18.1 Unless otherwise indicated, any notice required or permitted to be given pursuant to the Proposal shall be sufficiently given or made if delivered, faxed or mailed by prepaid postage as follows:

To the Insolvent Person:

Savonejetfuel.com Inc.
5B Rayborn Crescent
St. Albert, AB T8N 4A9

Copy to Counsel for the Insolvent Person:

Oshry & Company
Vance Siakaluk
1004 Bell Tower
10104 - 103 Avenue
Edmonton, AB T5J 0H8
Phone: 780-701-3332
Fax: 780-420-6290

To the Trustee:

Deloitte Restructuring Inc.
2000 Manulife Place
10180 - 101 Street
Edmonton, Alberta, T5J 4E4
Attention: Darren Crocker
Phone: (780) 421-3687
Facsimile: (780) 421-3782

To the Creditors:

At their last known address according to the Insolvent Person or such other addresses as any of the foregoing may designate from time to time.

Any notice delivered as aforesaid shall be deemed to have been received when delivered, if delivered on a day other than Saturday, Sunday or statutory holiday, and otherwise on the next following business day. Any notice mailed as aforesaid shall be deemed to have been received on the 7th business day following the day on which such notice is mailed.

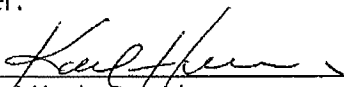
Dated at the City of Edmonton, in the Province of Alberta, this 28th day of August, 2017.

Savonejetfuel.com Inc.



Witness

Per:


Karl Heck, President

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE PROPOSAL OF SAVEONJETFUEL.COM INC.
OF THE CITY OF ST. ALBERT, IN THE PROVINCE OF ALBERTA

REPORT OF THE PROPOSAL TRUSTEE

A. INTRODUCTION

1. On May 3, 2017 (the "**NOI Filing Date**"), Saveonjetfuel.com Inc. ("**Saveon**" or the "**Company**") filed a Notice of Intention to Make a Proposal ("**NOI**") pursuant to Part III, Division I of the *Bankruptcy and Insolvency Act* (the "**BIA**").
2. Deloitte Restructuring Inc. ("**Deloitte**") was appointed as the Licensed Insolvency Trustee under the NOI (the "**Proposal Trustee**"). Deloitte hereby presents its report to the creditors of the Company regarding the proposal that was filed with the Office of the Superintendent of Bankruptcy on August 28, 2017 (the "**Proposal**").

B. BACKGROUND

3. Saveon is a private company incorporated under the laws of the Province of Alberta on October 26, 2000, with its head office located in St. Albert. Saveon has been engaged in providing safe, efficient and innovative solutions to satisfy aviation resupply and refueling needs, primarily in the oil and gas sector throughout Alberta, British Columbia, Saskatchewan and Ontario for over seventeen (17) years.

C. FINANCIAL POSITION AND CAUSES OF FINANCIAL DIFFICULTY

4. As commodity prices declined, Saveon's financial performance deteriorated. Although the Company's management ("**Management**") undertook various actions to reduce its monthly cash outflows by making significant reductions in both its operating and general administrative expenses the Company was forced to take unprofitable jobs in an attempt to stay afloat.
5. In 2016, notwithstanding the Fort McMurray wildfire, the Company also experienced a decreased forest fire season in Alberta. Together with weather and climate factors and the continued deterioration of commodity prices, the Company was unable to meet its ongoing obligations in the ordinary course. It became clear to Management that the Company had no alternative other than to file a NOI and obtain protection from its creditors while it attempted to restructure its affairs.

D. CONDUCT OF DEBTOR

6. Since the NOI Filing Date, the Company has cooperated fully with respect to the provision of information to the Proposal Trustee, enabling the Proposal Trustee to assess the benefits of the Proposal.

E. INDEPENDENCE OF TRUSTEE

7. Deloitte has had no previous business dealings with the Company and is therefore acting independently as Proposal Trustee.

F. REMUNERATION OF TRUSTEE

8. Saveon has agreed to provide the Proposal Trustee with \$20,000 prior to the first meeting of creditors on September 18, 2017 (the "FMOC") which will serve as reasonable security in support of this Proposal.

G. STATEMENT OF AFFAIRS

9. Attached to the Proposal filed by Saveon's is a Statement of Affairs ("SOA") detailing the Company's assets and liabilities as at August 28, 2017. The SOA has been prepared based on the Proposal Trustee's review of the Company's books and records and financial affairs, and details assets of approximately \$1,693,000 and liabilities of \$1,660,000, indicating a net asset position of approximately \$33,000.

Saveon's assets comprise the following:

Asset	Notes	Estimated Book Value	Estimated Net Realizable Value
2004 Columbia Remtec ATAFT Trailer	1	\$30,191	\$ -
2009 Columbia Remtec ATAFT Trailer	1	224,999	-
2015 Columbia Remtec ATAFT Trailer	1	118,923	-
2015 Columbia Remtec ATAFT Trailer	1	118,923	-
2017 GMC Sierra 1500	1	Unknown	-
Fly Tanks (0614-008; 0614-009; 0614-10; 0614-011; 0614-012)		Unknown	-
Office Furniture	2	Unknown	Unknown
Province of British Columbia Forestry – Accounts Receivable	3	200,000	200,000
Puerto Vallarta Condo (USD)	4	1,000,000	414,987
100% Shares in Envirotankers Inc.	5	Unknown	Unknown
Total		\$1,693,040*	\$614,990*

**Balances will change once all funds are converted to Canadian Dollars

Notes:

- 1) The 2004 trailer and the 2009 trailer are secured by Commercial Lease and Capital Corp., respectively. The two (2) 2015 trailers are secured by Canadian Western Bank. The Company has secured the services of Foothills Equipment Liquidation Company to provide an appraisal of the trailers and a further update will be provided to creditors at the FMOC.
- 2) The estimated realizable value for office furniture and equipment are typically 20 cents on the dollar. The Company has secured the services of Foothills Equipment Liquidation Company to provide an appraisal of the office furniture and equipment, however, it is believed that the value is nominal.
- 3) A significant portion of the Company's receivables is a debt due from the Province of British Columbia – Forestry (the "Province of BC – Forestry") resulting from Saveon's involvement with the firefighting efforts in the BC wildfires. The Company has invoiced the Province of BC – Forestry over \$1,000,000 and has to date received approximately \$100,000. The Company expects to receive partial payments each month, however Saveon has experienced significant delays in the collection of these receivables. The collection of accounts receivable is better detailed in Saveon's Cash Flow Statement.

- 4) The Company owns a condominium unit in Puerto Vallarta (the "**PV Property**"). The PV Property is currently listed for sale at \$1,000,000 USD, and is expected to have net equity of approximately \$400,000 USD after payment of the mortgage balance.
- 5) The Company owns 100% of the shares in Envirotankers Inc., a related company. The shares were listed for disclosure purposes and it is unknown whether there is any value ascribed to them.

Saveon's liabilities are comprised of the following:

- Accounts Payable (secured) – this amount comprises approximately \$1,078,000 relating to equipment leases/loans, operating lending and a mortgage on the PV Property.
- Accounts Payable (unsecured) – this amount comprises approximately \$582,000 for trade payables owing at the date of the NOI;

H. PROPOSAL FILED AUGUST 28, 2017

10. The Proposal is being made to both the secured and the unsecured creditors. Saveon intends to continue making payments to the secured creditors as per the terms of the present agreement(s) and/or as may be mutually agreed to between the parties.
11. There will be one (1) class of creditors comprising all unsecured creditors of Saveon (the "**Affected Creditors**").
12. The Proposal contemplates that upon acceptance by the Affected Creditors and approval by the Court, Saveon will pay to the Proposal Trustee a total of \$360,000 (the "**Proposal Fund**") by way of monthly payments commencing October 1, 2017 and ending on September 1, 2019. Due to the seasonality of Saveon's business, payments between October 2017 and June 2018 and between October 2018 and June 2019 will be at the rate of \$10,000 per month. For the period of July 2018 and September 2018 and between July 2019 and September 2019 will be at the rate of \$30,000 per month. The funds collected herein will be contributed to the Proposal Fund for the benefit of the Affected Creditors. Attached to this report is a payment schedule for your reference.
13. Saveon currently has the PV Property listed for sale at \$1,000,000 USD and Management anticipates that interest in the property will increase in the fall of 2017. Saveon will contribute the net realizations from the PV Property, after payment of the outstanding mortgage and all related selling costs to the Proposal Fund. The Proposal Trustee anticipates that the sale of the PV Property, coupled with the monthly Proposal payments, will allow Saveon to satisfy all of its outstanding unsecured debts (approximately \$582,000) in full.
14. The Proposal Trustee will distribute the Proposal Fund as follows:
 - a) Firstly, to the Proposal Trustee's fees and disbursements, including the fees and disbursements of its legal counsel, if any, and the legal fees and disbursements of the Company;
 - b) Secondly, to certain priority crown claims as outlined in Article 8.2 of the Proposal;
 - c) Thirdly, to preferred creditors as outlined in Article 8.5 of the Proposal; and
 - d) Finally, to the unsecured creditors as outlined in Article 8.6 of the Proposal.

I. APPOINTMENT OF INSPECTORS

15. The Proposal provides for the appointment by the creditors of one or more, but not exceeding five inspectors (the "**Inspectors**") at any meeting of creditors to be held to consider the Proposal. The powers of the Inspectors include:
 - a. advising the Proposal Trustee concerning any dispute as to the validity of the claims of Affected Creditors;

- b. advising the Proposal Trustee from time to time with respect to any matter which the Proposal Trustee may refer to them;
- c. the power to approve any decision of the Proposal Trustee regarding any matter not contained in the Proposal, including any extension of the time for payment required under the Proposal;
- d. the power to waive any defaults in the performance of the Proposal; and
- e. the power to approve the Proposal Trustee's final statement of receipts and disbursements and dividend sheet.

J. PROPOSAL VS BANKRUPTCY COMPARISON AND TRUSTEE'S RECOMMENDATION

16. If the Proposal is not accepted at the FMOC, there will be a deemed bankruptcy. In a bankruptcy scenario, the Affected Creditors may receive a dividend, however, the costs associated with realizing on the PV Property, the collection of accounts receivable and the liquidation of Saveon's remaining assets will erode the potential distribution to Affected Creditors. As such, the Proposal Trustee believes that the Proposal provides the best opportunity for Saveon's Affected Creditors to recover their claim in full.
17. It is a requirement of any proposal that it provide a greater return to creditors than would be possible under a bankruptcy scenario. The Proposal Trustee is of the view that the Proposal is fair and reasonable and will provide a better recovery to the Affected Creditors compared to in a bankruptcy scenario for the following reasons:
- a. The Proposal contemplates that Saveon will continue to operate, thereby allowing it to generate the cash required to fund the Proposal;
 - b. Saveon will remit a total of \$360,000 to the Proposal Trustee over the course of two (2) years to contribute to the Proposal Fund; and
 - c. In addition to the monthly payments, further contribution of the equity of the PV Property represents the best recovery for the Affected Creditors of Saveon.

Dated this 1st day of September, 2017

DELOITTE RESTRUCTURING INC.
Licensed Insolvency Trustee under the Proposal of
Saveonjetfuel.com Inc.



Per: _____

Darren Crocker, CPA, CGA, CIRP, LIT Senior
Vice-President

Payment Schedule(s) for SAVEONJETFUEL.COM INC.

	<i>Due Date</i>	<i>Due Amount</i>	<i>Received Amount</i>	<i>Deposited Amount</i>	<i>O/S Amount</i>	<i>Complete Date</i>	<i>Comments</i>
Proposal Payment Schedule							
	01-Oct-2017	10,000.00	0.00	0.00	10,000.00		
	01-Nov-2017	10,000.00	0.00	0.00	10,000.00		
	01-Dec-2017	10,000.00	0.00	0.00	10,000.00		
	01-Jan-2018	10,000.00	0.00	0.00	10,000.00		
	01-Feb-2018	10,000.00	0.00	0.00	10,000.00		
	01-Mar-2018	10,000.00	0.00	0.00	10,000.00		
	01-Apr-2018	10,000.00	0.00	0.00	10,000.00		
	01-May-2018	10,000.00	0.00	0.00	10,000.00		
	30-Jun-2018	10,000.00	0.00	0.00	10,000.00		
	01-Jul-2018	30,000.00	0.00	0.00	30,000.00		
	01-Aug-2018	30,000.00	0.00	0.00	30,000.00		
	01-Sep-2018	30,000.00	0.00	0.00	30,000.00		
	01-Oct-2018	10,000.00	0.00	0.00	10,000.00		
	01-Nov-2018	10,000.00	0.00	0.00	10,000.00		
	01-Dec-2018	10,000.00	0.00	0.00	10,000.00		
	01-Jan-2019	10,000.00	0.00	0.00	10,000.00		
	01-Feb-2019	10,000.00	0.00	0.00	10,000.00		
	01-Mar-2019	10,000.00	0.00	0.00	10,000.00		
	01-Apr-2019	10,000.00	0.00	0.00	10,000.00		
	01-May-2019	10,000.00	0.00	0.00	10,000.00		
	30-Jun-2019	10,000.00	0.00	0.00	10,000.00		Estimated net equity \$500-600,000 USD
	01-Jul-2019	30,000.00	0.00	0.00	30,000.00		
	01-Aug-2019	30,000.00	0.00	0.00	30,000.00		
	01-Sep-2019	30,000.00	0.00	0.00	30,000.00		
	01-Sep-2019	550,000.00	0.00	0.00	550,000.00		
	Total:	910,000.00	0.00	0.00	910,000.00		
	Grand Total:	910,000.00	0.00	0.00	910,000.00		

District of: Alberta
Division No. 01 - Edmonton
Court No. 24-2248036
Estate No. 24-2248036

FORM 31 / 36
Proof of Claim / Proxy

In the matter of the proposal of
SAVEONJETFUEL.COM INC.
of the City of St. Albert, in the Province of Alberta

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

In the matter of the proposal of SAVEONJETFUEL.COM INC. of the City of St. Albert in the Province of Alberta and the claim of _____, creditor.

I, _____, of the city of _____, 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.

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

1. That I am a creditor of the above named debtor (or I am _____ (position/title) 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 proposal, namely the 3rd day of May 2017, and still is, indebted to the creditor in the sum of \$ _____, as specified in the statement of account (or affidavit or solemn declaration) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

A. UNSECURED CLAIM OF \$ _____

(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and

(Check appropriate description.)

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

Regarding the amount of \$ _____, I do not claim a right to a priority.

(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.)

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

7. *(Applicable only in the case of the bankruptcy of an individual.)*

Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.

I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

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

Witness

Individual Creditor

Witness

Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Return To:

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Deloitte Restructuring Inc. - Licensed Insolvency Trustee

2000 Manulife Place, 10180 - 101 Street
Edmonton AB T5J 4E4
Phone: (780) 401-3913 Fax: (780) 421-3782
E-mail: edmtrustee@deloitte.ca

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 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 20(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

District of: Alberta
Division No. 01 - Edmonton
Court No. 24-2248036
Estate No. 24-2248036

FORM 37

Voting Letter
(Paragraph 51(1)(f) of the Act)

In the matter of the proposal of
SAVEONJETFUEL.COM INC.
of the City of St. Albert, in the Province of Alberta

I, _____, creditor (or I, _____, representative
of _____, creditor), of _____, a creditor in the above matter
for the sum of \$ _____, hereby request the trustee acting with respect to the proposal of
SAVEONJETFUEL.COM INC., to record my vote _____ (for or against) the acceptance of the
proposal as made on the _____ day of _____, _____.

Dated at _____, this _____ day of _____.

Witness

Individual Creditor

Witness

Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Return To:
Deloitte Restructuring Inc. - Licensed Insolvency Trustee
Per:

Darren Crocker - Licensed Insolvency Trustee
2000 Manulife Place, 10180 - 101 Street
Edmonton AB T5J 4E4
Phone: (780) 401-3913 Fax: (780) 421-3782
E-mail: edmtrustee@deloitte.ca