

EXHIBIT D-2



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FAX TRANSMISSION COVER

To: Senior Manager for Canadian North
Aveos Fleet Performance Inc.
- and -
Manager, Commercial Contracts

Fax: 514.856.7427

From: Kevin D. Trumpour
780.429.9707
ktrumpour@millerthomson.ca

Date: March 18, 2012

Pages (including this cover): 2

MESSAGE

Please see attached.

VANCOUVER CALGARY EDMONTON SASKATOON REGINA LONDON KITCHENER WATERLOO GUELPH TORONTO MARKHAM MONTREAL

NOTICE

This fax is intended for use only by the persons to whom it is specifically addressed above and should not be read by, or delivered to, any other person. This fax may contain privileged or confidential information. If you have received this fax in error, please notify us immediately by calling the sender's direct line above (collect if necessary). We thank you in advance for your co-operation and assistance.

NOTICE OF TERMINATION OF AGREEMENT

TO: AVEOS FLEET PERFORMANCE INC.

FROM: CANADIAN NORTH INC.

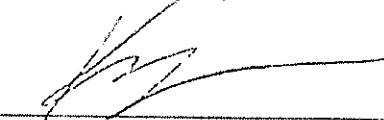
DATE: March 18, 2012

In accordance with section 15 of the General Terms Agreement for B737 Technical Services made as of the 19th day of December, 2008 between Aveos Fleet Performance Inc. and Canadian North Inc., as amended (the "General Terms Agreement"), Canadian North Inc. hereby gives notice to Aveos Fleet Performance Inc. that the General Terms Agreement is terminated effective March 18, 2012 as a result of the insolvency of Aveos Fleet Performance Inc.

Notwithstanding the termination of the General Terms Agreement, Canadian North Inc. hereby reserves unto itself all rights and remedies it possesses under the terms and provisions of the General Terms Agreement, whether at law or in equity, or by virtue of the terms of the General Terms Agreement, and in particular, notwithstanding the termination of the General Terms Agreement, Canadian North Inc. reserves unto itself the right to proceed against Aveos Fleet Performance Inc. for recovery of all damages sustained by Canadian North Inc. as a result of the breach of the General Terms Agreement by Aveos Fleet Performance Inc. as enumerated herein, and all damages sustained by Canadian North Inc. as result of termination of the General Terms Agreement, including, without limitation, the recovery as liquidated damages of an amount equal to the costs expected to be incurred by Canadian North Inc. for the replacement of the necessary maintenance services for the unexpired portion of the term of the General Terms Agreement, and all expenses Canadian North Inc. has or shall incur in connection with sourcing alternative maintenance services, including legal fees and expenses on a solicitor and his own client basis.

CANADIAN NORTH INC.

Per:



Kevin D. Trumpour, authorized
agent of Canadian North Inc.

Fax Confirmation Report

Date & Time : 18-MAR-2012 12:58 SUN
 Fax Number : 7804245866
 Fax Name : EDMXF26S
 Model Name : WorkCentre 3550

Total Pages Scanned:		2					
No.	Remote Station	StartTime	Duration	Page	Mode	Job Type	Result
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Abbreviations:

HS: Host Send	PL: Polled Local	CP: Completed	TS: Terminated by System
HR: Host Receive	PR: Polled Remote	FA: Fail	TU: Terminated by User
MS: Mailbox Save	WS: Waiting To Send	RP: Report	G3: Group3
MP: Mailbox Print	EC: Error Correct		



MILLER THOMSON LLP
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FAX TRANSMISSION COVER

To: Senior Manager for Canadian North
 Avaya Fleet Performance Inc.
 - and -
 Manager, Commercial Contracts

From: Kevin D Trumpp
 780 429 9797
 KTrumpp@millertomson.ca

Date: March 18 2012

Fax: 514.050.7427

Pages (including this cover): 2

MESSAGE

Please see attached

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Termination Notice

From: paul.lochab

03/18/2012 12:46 PM

To: medve, "Steve Hankirk", Terry Warner

Mr. Lochab,

Attached for service on Aveos Fleet Performance Inc. is a Termination Notice from Canadian North Inc. with respect to the General Terms Agreement for B737 Technical Services

In accordance with Section 29 of the General Terms Agreement for B737 Technical Services, a copy of this Notice will be faxed to the Commercial Department Fax (514.856.7427), Attention: Senior Manager for Canadian North, with a copy to Manager, Commercial Contracts.

Kevin Trumpour

Miller Thomson LLP
2700 Commerce Place
10155 - 102 Street
Edmonton, AB T5J 4G8
Direct Line: 780.429.9707
Fax: 780.424.5866
Email: ktrumpour@millerthomson.com
www.millerthomson.com

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NOTICE OF TERMINATION OF AGREEMENT

TO: AVEOS FLEET PERFORMANCE INC.

FROM: CANADIAN NORTH INC.

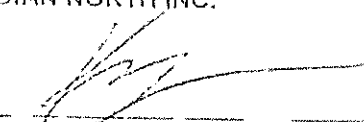
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Notwithstanding the termination of the General Terms Agreement, Canadian North Inc. hereby reserves unto itself all rights and remedies it possesses under the terms and provisions of the General Terms Agreement, whether at law or in equity, or by virtue of the terms of the General Terms Agreement, and in particular, notwithstanding the termination of the General Terms Agreement, Canadian North Inc. reserves unto itself the right to proceed against Aveos Fleet Performance Inc. for recovery of all damages sustained by Canadian North Inc. as a result of the breach of the General Terms Agreement by Aveos Fleet Performance Inc. as enumerated herein, and all damages sustained by Canadian North Inc. as result of termination of the General Terms Agreement, including, without limitation, the recovery as liquidated damages of an amount equal to the costs expected to be incurred by Canadian North Inc. for the replacement of the necessary maintenance services for the unexpired portion of the term of the General Terms Agreement, and all expenses Canadian North Inc. has or shall incur in connection with sourcing alternative maintenance services, including legal fees and expenses on a solicitor and his own client basis

CANADIAN NORTH INC.

Per:



Kevin D. Trumpour, authorized agent of Canadian North Inc.