

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF HAWAII

2003 MAR 21 10 15 53

In re

HAWAIIAN AIRLINES, INC.,  
a Hawaii corporation,

Debtor.

Case No. 03 -00817  
(Chapter 11)

**ORDER AUTHORIZING THE DEBTOR  
TO REJECT CERTAIN AIRCRAFT  
LEASES AND MAINTENANCE  
AGREEMENT PURSUANT TO SECTION  
365 OF THE BANKRUPTCY CODE**

Date: March 21, 2003  
Time: 2:30 p.m.  
Judge: Hon. Robert J. Faris

ENTERED ON DOCKET

MAR 21 2003

Upon the Expedited Motion<sup>1</sup> of the Debtor for entry of an order authorizing the Debtor to reject miscellaneous aircraft leases pursuant to Section 365 of the Bankruptcy Code as of the Effective Date; it appearing that the relief requested is in the best interests of the Debtor's estate, its creditors and other parties in interest; it appearing that the relief requested is essential to the continued operation of the Debtor's business; it appearing that adequate notice has been given, and no other notice need be given, and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Motion is granted in its entirety.

<sup>1</sup> All capitalized terms not defined herein shall be as defined in the Motion.

2. The Debtor is authorized to reject the Leases set forth on Exhibit "A" to the Motion as of the Effective Date.

3. As of the Effective Date, the Debtor shall be deemed to have relinquished and surrendered possession of the Leased Aircraft.

4. As of the Effective Date, the right to take possession of the Leased Aircraft shall be relinquished to the Contract Parties.

5. The Contract Parties are directed to retrieve the Leased Aircraft from the Debtor's premises within <sup>twenty</sup> ~~ten (10)~~ <sup>(RM)</sup> business days after the entry of this Order. If a Contract Party fails to do so, the Debtor may charge such Contract Party for the storage of the Contract Party's aircraft and related equipment on the Debtor's owned or leased premises at the prevailing market rates, as determined by the Debtor. The Contract Party must pay all such charges prior to retrieving the Leased Aircraft.

6. Any party asserting a claim arising out of or related to the rejection of the Leases shall file a proof of claim on account of such claims against the Debtor or its estate on or before the later of (a) the General Bar Date or (b) sixty (60) days after the Effective Date.

7. All counterparties to any Lease are prohibited from setting off or otherwise utilizing any monies deposited by the Debtors with such counterparty as

a security deposit or pursuant to any other arrangement without further order of the Court.

8. The Debtor is authorized to reject the Maintenance Agreement as of the Effective Date.

9. Notwithstanding the possible applicability of Bankruptcy Rules 6006(d), 7062, 9014 or otherwise, this Order shall take effect immediately upon entry.

10. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

11. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

Dated: Honolulu, Hawaii           MAR 21 2003          , 2003



UNITED STATES BANKRUPTCY JUDGE

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In re Hawaiian Airlines, Inc., Chapter 11, Case No. 03-\_\_\_\_\_;  
ORDER AUTHORIZING THE DEBTOR TO REJECT CERTAIN AIRCRAFT  
LEASES AND MAINTENANCE AGREEMENT PURSUANT TO SECTION 365  
OF THE BANKRUPTCY CODE