

IN THE UNITED STATES BANKRUPTCY COURT

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DISTRICT OF HAWAII

In re ) **Case No. 03 - 00817**  
 ) (Chapter 11)  
HAWAIIAN AIRLINES, INC., )  
a Hawaii corporation, ) **ORDER PURSUANT TO 11 U.S.C. § 366**  
 ) **PROHIBITING UTILITIES FROM**  
Debtor. ) **ALTERING, REFUSING OR**  
 ) **DISCONTINUING SERVICES AND**  
 ) **DETERMINING THAT ADEQUATE**  
 ) **ASSURANCE HAS BEEN PROVIDED TO**  
 ) **UTILITIES**  
 )  
 ) Date: March 21, 2003  
 ) Time: 2:30 pm  
 ) Judge: Hon. Robert J. Faris  
 )

Upon consideration of the Expedited Motion for Order Pursuant to 11 U.S.C. § 366 Prohibiting Utilities from Altering, Refusing or Discontinuing Services and Determining that Adequate Assurance Has Been Provided to Utilities (the "Motion"), filed by Hawaiian Airlines, Inc., the debtor and debtor in possession in the above-captioned chapter 11 case (the "Debtor"); and it appearing that notice of the Motion was appropriate and no further notice of the relief requested in the Motion is required; and upon consideration of the evidence presented to the Court in support of the Motion; and after due deliberation; and sufficient cause appearing therefor; the Court is of the opinion that the Motion is well-founded and should be granted in all respects.

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IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED in its entirety.
2. The availability of cash of the Debtor, the granting of an administrative claim, and the Debtor's ability to pay the Utilities for future Utility Services (as defined in the Motion) are hereby deemed to constitute sufficient adequate assurance to the Utilities for payment of future Utility Services in accordance with section 366(b) of title 11 of the United States Code (the "Bankruptcy Code").
3. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, any unpaid postpetition utility charges constitute actual and necessary expenses of preserving the Debtor's estate, entitling the Utilities to administrative expense priority under section 507(a)(1) of the Bankruptcy Code.
4. Any deposits, bonds, letters of credit or other assurances of payment that were in place prior to the Debtors' chapter 11 filings shall remain in place and shall continue to be held by any such Utility (and not applied against any pre- or postpetition obligations of the Debtor), except upon entry of further order of this Court upon proper application.
5. Absent any further order of this Court, each Utility is prohibited from altering, refusing or discontinuing services to or discriminating against the Debtor

or requiring the payment of a deposit or other security in connection with a prepetition invoice for Utility Services furnished to the Debtor.

6. Within five (5) business days of the date of this Order, the Debtor shall mail a copy of this Order to each Utility listed on Exhibit A to the Motion.

7. This Order is without prejudice to each Utility's right to request, within forty-five (45) days of the date of service of this Order, additional assurances in the form of deposits or other security; provided, however, that any such request must be made in writing and actually received, within forty-five (45) days of the date of <sup>service of</sup> this Order, by the Debtor and counsel for the Debtor at:

Hawaiian Airlines, Inc.  
Attn: Christine R. Deister  
3375 Koapaka Street, Suite G-350  
Honolulu, Hawaii 96819

Akin Gump Strauss Hauer & Feld LLP  
Attn: Lisa G. Beckerman, Esq.  
590 Madison Avenue  
New York, New York 10022

Akin Gump Strauss Hauer & Feld LLP  
Attn: David P. Simonds, Esq.  
2029 Century Park East, Suite 2400  
Los Angeles, California 90067

Cades Schutte LLC  
Attn: Nicholas C. Dreher, Esq.  
1000 Bishop Street, 12<sup>th</sup> Floor  
Honolulu, Hawaii 96813

8. In the event that the Debtor determines that it has inadvertently omitted any of its Utilities from Exhibit A, the Debtor shall mail a copy of this Order to such Utility upon discovery of such omission and such Utility shall have forty-five (45) days from the date of service of this Order to request additional assurances in the form of deposits or other security; provided, however, that any

such request must be made in writing and actually received by the Debtor and counsel for the Debtor, at the addresses listed above, within forty-five (45) days of the date of the mailing of the Order.

9. If any Utility fails to make a timely request for additional assurance as provided for herein, such Utility shall be deemed to have adequate assurance of payment for postpetition Utility Services without the payment of any deposits or further security.

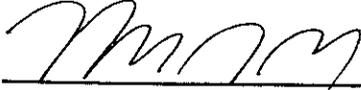
10. In the event that the Debtor believes that a timely request for additional assurances made by a Utility, as provided for herein, is unreasonable and the Debtor is unable to reach an agreed resolution with a Utility, such Utility shall be required to file a motion for determination of adequate assurance of payment and set such motion for hearing at the convenience of the Court (the "Adequate Assurance Hearing").

11. In the event that an Adequate Assurance Hearing is scheduled in accordance with the immediately preceding paragraph, the moving Utility shall be deemed to have adequate assurance of payment until an order of the Court is entered in connection with such Adequate Assurance Hearing.

12. Nothing in this Order shall be deemed to affect any burden of proof that either the Debtor or the moving Utility may have at the Adequate Assurance Hearing.

13. Nothing in the Motion shall be deemed a request for authority to assume, and nothing in this Order shall be deemed an authorization to assume, any executory contract under section 365 of the Bankruptcy Code.

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- 00817 ;  
ORDER PURSUANT TO 11 U.S.C. § 366 PROHIBITING UTILITIES FROM  
ALTERING, REFUSING OR DISCONTINUING SERVICES AND  
DETERMINING THAT ADEQUATE ASSURANCE HAS BEEN PROVIDED  
TO UTILITIES