

**HAWAIIAN AIRLINES
FLIGHT ATTENDANT AGREEMENT**

SECTION 34-9: LETTERS OF AGREEMENT

LETTER OF AGREEMENT

Between

HAWAIIAN AIRLINES, INC.

And

THE FLIGHT ATTENDANTS

In the service of

HAWAIIAN AIRLINES, INC.

As represented by

THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

BONUS COMPENSATION PROVISIONS

THIS AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between HAWAIIAN AIRLINES, INC. (hereinafter referred to as the "Company") and the Flight Attendants in the service of the Company, as represented by the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (hereinafter referred to as the "Union").

A. Performance Bonus

Each year, the Company will establish performance goals for on-time performance, safety, etc. Based on the yearly goals, quarterly goals will be set. These performance goals will be discussed with all unions and brought to the attention of all employees. For each quarter that the performance goals are met, each active full-time employee will receive a bonus of \$150, a potential total of \$600 per year, and each active part-time employee will be eligible for a quarterly bonus of \$75 per quarter, a potential total of \$300 per year. Any bonus payments will be reduced by applicable taxes and court required deductions. If goals are not met, no performance bonus will be paid for that quarter. Performance bonus payments will be paid regardless of company profitability. Should the Performance Bonus payments be increased for any other group, such increase shall not result in a decrease to AFA's share of any Profit Bonus.

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B. Profit Bonus

1. The total potential profit bonus will be 5% of annual pretax profits (excluding extraordinary items and charges) from the first dollar of profit. Before being allocated among employee groups, the total potential profit bonus will be reduced dollar-for-dollar by the performance bonuses and any special bonuses paid for the year, excluding any payment under the Incentive Compensation Program. The Company may, at its discretion, pay the profit bonus on a quarterly, rather than an annual basis. Should any other group(s) be provided a different Profit Bonus formula, such group(s) will be separated into a different Profit Bonus plan so as not to negatively impact the AFA share of this plan.
2. The net profit bonus will first be divided among all employee groups (ALPA, AFA, IAM, non-represented, etc.) on the basis of each group's pro rata share of W-2 wages for the year. The pro rata share of any non-participating employee group will not be paid out to any group. Within each participating group, the bonus will then be allocated based on regular W-2 wages (as defined below) of each eligible member of the group, or another basis if that is agreed upon. Profit bonuses paid will be less applicable taxes and pre-tax deferral deductions. The Company would have discretion to set a minimum amount payable to any individual.

Example

If Hawaiian's 2012 pre-tax profit were \$40 million the total potential bonus payment would be \$2 million. If the Performance Bonuses paid out for the year totaled \$600 thousand, then up to \$1.4 million would be allocated among employee groups and individual employees in the manner described above.

C. INCENTIVE COMPENSATION PROGRAM

1. AFA will participate in the Incentive Compensation Program established by the Board of Directors for senior management, with a target payout bonus of one percent (1%) of W-2 wages. The same numerical calculations established by the Board that determines the Company's performance will be applied to the AFA, resulting in potential payment range of

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zero percent (0%) to two percent (2%) of the previous year's W-2 wages. Payment from the Incentive Compensation Program will be paid at the same time and in the same manner as applied to senior management.

2. Should there be any changes made to the terms of the Incentive Compensation Program during the term of this Agreement, the Company and Association agree to meet and review such changes to see what adjustments may be necessary to ensure the Flight Attendants are not disadvantaged.

D. General Provisions

1. Eligible employees are defined as active employees during the applicable period with accumulated W-2 wages in excess of \$500 per quarter or \$2000 per year unless, before the time of payout, they were involuntarily terminated or voluntarily resigned. The Performance Bonus program and the Profit Bonus program would apply to all employees meeting these criteria, except corporate officers. The above criteria would also apply to all employees and corporate officers in the Incentive Compensation Program.
2. For purposes of the plans, W-2 wages shall mean regular earnings as reported in Box 5 including employee pre-tax deferrals (e.g. 401(k) employee contributions) on previous year's IRS Form W-2 and exclude bonuses, vacation payoffs, insurance, layoff severance and other similar non-regular earnings even if otherwise reported in Box 5 on Form W-2.
3. Payments described herein will not be treated as covered compensation for 401(k) or pension plan purposes.
4. Participation in the Profit Bonus Program and the Incentive Compensation Program shall start as of March 7, 2012, provided that this agreement is ratified by April 18, 2012.
5. Participation in the programs described herein shall continue through December 31, 2016, (i.e., final payouts in March 2017). While any of these provisions may be extended by mutual agreement of the parties, it is expressly agreed that notwithstanding the status quo provisions of the Railway

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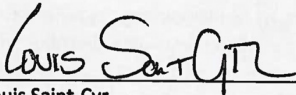
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Labor Act, this Agreement shall have no force or effect beyond the dates stated herein.

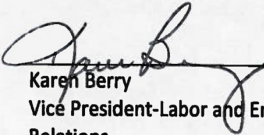
6. The parties agree to explore a means to have the bonus compensation payments directed into the employee's 401k account.

IN WITNESS WHEREOF, the parties hereto have signed this Bonus Compensation Provisions Letter of Agreement as of this 18th day of April, 2012.

FOR HAWAIIAN AIRLINES, INC.:



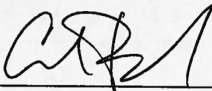
Louis Saint-Cyr
Vice President-Inflight Services



Karen Berry
Vice President-Labor and Employee Relations

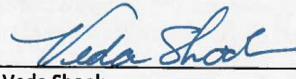


Kalani Sloat
Senior Contract Administrator- Flight and Inflight




Colin Beard
Director of Crew Planning

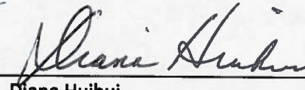
FOR THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO:



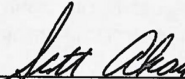
Veda Shook
International President



Sharon Soper
MEC President



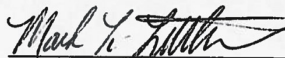
Diana Huihui
Negotiating Committee Chairperson



Scott Akau
Negotiating Committee



Ka'imi Lee
Negotiating Committee



Mark L. Littleton
Sr. Staff Negotiator

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EXAMPLES of POTENTIAL PAYOUTS UNDER INCENTIVE COMPENSATION PROGRAM

Example 1

BSC Score	1.4
Percentage of Pay in scorecard	1%

	Percent of 2013 Target		BSC Bonus	Eligible Earnings		
	Funded*	BSC Score		\$25,000	\$40,000	\$60,000
Below Budget	75%	1.4	1.05%	\$262.50	\$420.00	\$630.00
Achieve Budget	100%	1.4	1.40%	\$350.00	\$560.00	\$840.00
Above Budget	125%	1.4	1.75%	\$437.50	\$700.00	\$1,050.00

Example 2

BSC Score	1.0
Percentage of Pay in scorecard	1%

	Percent of 2013 Target		BSC Bonus	Eligible Earnings		
	Funded*	BSC Score		\$25,000	\$40,000	\$60,000
Below Budget	75%	1.0	0.75%	\$187.50	\$300.00	\$450.00
Achieve Budget	100%	1.0	1.00%	\$250.00	\$400.00	\$600.00
Above Budget	125%	1.0	1.25%	\$312.50	\$500.00	\$750.00

Example 3

BSC Score	0.9
Percentage of Pay in scorecard	1%

	Percent of 2013 Target		BSC Bonus	Eligible Earnings		
	Funded*	BSC Score		\$25,000	\$40,000	\$60,000
Below Budget	75%	0.9	0.68%	\$168.75	\$270.00	\$405.00
Achieve Budget	100%	0.9	0.90%	\$225.00	\$360.00	\$540.00
Above Budget	125%	0.9	1.13%	\$281.25	\$450.00	\$675.00

* Percent of Target Funded based on Company financial results relative to budget goals

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