

**FIRST AMENDMENT TO ADDENDUM TO  
SIGNATORY TERMINAL BUILDING LEASE AGREEMENT  
BETWEEN**

**BROWARD COUNTY**

**AND**

**JETBLUE AIRWAYS CORPORATION**

This is the FIRST Amendment to Addendum to Signatory Terminal Building Lease Agreement between: BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "County",

**AND**

JETBLUE AIRWAYS CORPORATION, a Delaware corporation authorized to do business in the State of Florida, its successors and assigns, hereinafter referred to as "JetBlue".

**WITNESSETH**

WHEREAS, the County and JetBlue entered into an Addendum to Signatory Terminal Building Lease Agreement ("Agreement") on June 4, 2013 to allow JetBlue to manage the design, construction and installation of an In-line Baggage System and enabling projects in Terminal 3 at Fort Lauderdale – Hollywood International Airport; and

WHEREAS the County and JetBlue desire to amend said Agreement a first time to add additional monies to Section 6.1. and 12.1 of the Agreement to provide additional funding for design and construction of a CBIS/CBRA building and build out of the connector bridge over existing TSA south screening room in Terminal 3. The increase is required for completion of the In-line Baggage System and enabling projects in Terminal 3 at Fort Lauderdale – Hollywood International Airport.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, County and JetBlue agree as follows:

1. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties.

2. Section 6.1. PROJECT COST is hereby amended as follows:

Within fifteen (15) calendar days after receipt by JetBlue of all proposals from shortlisted contractors seeking to be selected as the Design-Build Contractor and Program Manager hereunder, JetBlue shall notify BCAD in writing whether, based on its reasonable estimation, (i) all costs and expenses to be incurred by JetBlue in connection with performing the Services, including all hard and soft costs related thereto, can be completed by JetBlue for the Sixty-two Million Dollar (\$62,000,000.00)~~Fifty-Five Million Dollar (\$55,000,000.00)~~ Contract Price or less, and (ii) that the Work can be Substantially Completed by JetBlue within the Contract Time, subject to Force Majeure (collectively, the "Condition").

3. Section 12.1. Compensation is hereby amended as follows:

Compensation. The County shall pay to JetBlue the Contract Price approved for the Project not to exceed Sixty-two Million Dollars (\$62,000,000.00)~~Fifty-Five Million Dollars (\$55,000,000.00)~~ or such greater amount as approved by the Board.

4. EXHIBIT A, Scope of Services/Project Description, paragraph 3 is hereby amended as follows:

**3. Contract Price.** The budget for the Project is Sixty-two Million Dollars (\$62,000,000.00)~~Fifty-Five Million Dollars (\$55,000,000.00)~~, subject to adjustment as provided in the Addendum.

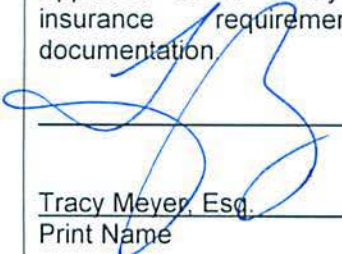
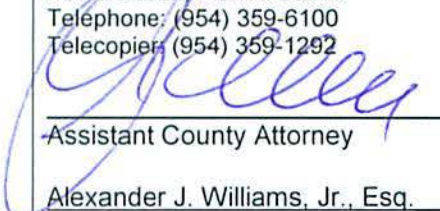
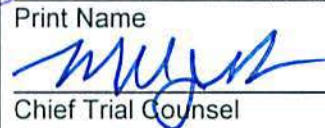
5. Except as modified herein, all remaining terms and conditions of the Agreement, as modified by this Amendment, shall remain in full force and effect.
6. In the event of any conflict or ambiguity between this Amendment and the Agreement, the parties hereto agree that this document shall prevail.
7. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
8. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this document that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

9. The effective date of this First Amendment shall be on the date it is fully executed by both parties.
10. Except as modified herein, all remaining terms and conditions of the Agreement, as modified by this Amendment, shall remain in full force and effect.
11. Multiple copies of this Addendum may be fully executed by all parties, each of which shall be deemed to be an original.

(Remainder of this page intentionally left blank)

**FIRST AMENDMENT TO ADDENDUM TO TERMINAL BUILDING LEASE AGREEMENT BETWEEN BROWARD COUNTY AND JETBLUE AIRWAYS CORPORATION**

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment on the respective dates under each signature: Broward County, Florida through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and JetBlue, signing by and through its authorized representative, duly authorized to execute same.

<p>COUNTY ADMINISTRATOR ATTEST: County Administrator and Ex-Officio Clerk of the Board of County Commissioners</p> <p>_____ Date</p> <p>Bertha Henry Print Name</p>	<p>COUNTY MAYOR or VICE-MAYOR:</p> <p>_____ Mayor or Vice-Mayor Date</p> <p><input type="checkbox"/> Barbara Sharief <input type="checkbox"/> Tim Ryan Print Name</p>
<p>COUNTY RISK MANAGER:</p> <p>Approved as to surety company qualifications, insurance requirements and insurance documentation</p> <p> 5.29.14 _____ Date</p> <p>Tracy Meyer, Esq. Print Name</p>	<p>COUNTY ATTORNEY:</p> <p>Approved as to form by Joni Armstrong Coffey Broward County Attorney Aviation Office 2200 SW 45<sup>th</sup> Street, Suite 101 Dania Beach, Florida 33312 Telephone: (954) 359-6100 Telecopier: (954) 359-1292</p> <p> 5/29/14 _____ Assistant County Attorney Date</p> <p>Alexander J. Williams, Jr., Esq. Print Name</p> <p> 5/30/14 _____ Chief Trial Counsel Date</p> <p>Michael J. Kerr Print Name</p>

FIRST AMENDMENT TO ADDENDUM TO TERMINAL BUILDING LEASE  
AGREEMENT BETWEEN BROWARD COUNTY AND JETBLUE AIRWAYS  
CORPORATION

ATTEST:

  
Ed McGee  
Assistant Secretary

(CORPORATE SEAL)

JETBLUE AIRWAYS CORPORATION

By: 

Name: Richard Smyth

Title: Vice President, Corporate Real Estate

27 day of May, 2014

WITNESS: