

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

This is the Fourth Amendment ("Fourth Amendment") to Addendum to Signatory Terminal Building Lease Agreement between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County",

AND

JETBLUE AIRWAYS CORPORATION, a Delaware corporation authorized to do business in the State of Florida, hereinafter referred to as "JetBlue" (the County and JetBlue may be collectively referred to as the "Parties").

RECITALS

A. The Parties entered into a Signatory Terminal Building Lease Agreement ("Lease Agreement") dated October 1, 2011.

B. The Parties entered into an Addendum (the "Addendum") to the Lease Agreement effective 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 (the "Airport").

C. Since June 4, 2013, the Addendum has been amended three times adding scope, time for performance, and funding.

D. The Parties now desire to enter into this Fourth Amendment to (i) add to the scope of the Project certain additional work related to the modernization of Terminal 3 Phase 3 at the Airport, as more particularly described on Exhibit Q attached hereto (the "Additional Work"), (ii) increase the Contract Price to provide additional funding for such Additional Work, (iii) extend the Contract Time to provide additional time for completion of the Additional Work, and (iv) modify certain other terms and conditions of the Addendum as set forth herein.

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

1. All Recital clauses stated above are true and correct and are incorporated herein by reference.
2. Section 4.23 of the Addendum as previously amended is hereby further amended to read as follows:

Project means the design, construction, installation, testing, and commissioning of

an In-Line Baggage System for Terminal Three of the Airport and certain enabling projects related thereto, including, without limitation, JetBlue retaining the Program Manager and the Design-Build Contractor for such installation, overseeing the construction and installation, and completing all such Work in accordance with the Design Criteria, Contract Documents, and all applicable federal, state, and County laws, rules, and regulations. The entire Project is more particularly described in Exhibit A of this Addendum; and in Exhibit N of the Second Amendment, Exhibit P of the Third Amendment, and Exhibit Q of the Fourth Amendment.

3. Section 4.25 of the Addendum as amended by the Second Amendment and the Third Amendment is hereby further amended to read as follows:

Scope of Services/Project Description is attached hereto and made a part of this Addendum as Exhibit A, Exhibit N of the Second Amendment, Exhibit P of the Third Amendment, and Exhibit Q of the Fourth Amendment.

4. Section 4.30 of the Addendum as previously amended is hereby further amended to read as follows:

Work means the construction and professional design and engineering services required by the Design Criteria and Contract Documents, including all labor, materials, equipment, and services provided or to be provided by Design-Build Contractor to fulfill its obligations under the Design-Build Contract. Work may constitute the whole or a part of the Project. Work also includes the Additional Work described in Exhibit N of the Second Amendment, in Exhibit P of the Third Amendment, and in Exhibit Q of the Fourth Amendment.

5. Article 6 of the Addendum as previously amended is further amended to add the following paragraphs:

6.11 With respect to the Additional Work described in Exhibit Q, within 30 days after completion of the design, 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 such Additional Work, including all hard and soft costs related thereto, can be completed by JetBlue for One Hundred Thirty Seven Million One Hundred Sixty Five Thousand Dollars (\$137,165,000), and (ii) that Substantial Completion of such Additional Work can be achieved by JetBlue within the Contract Time (collectively, the "Additional Work Condition").

6.12 If JetBlue reasonably determines that either or both elements of the Additional Work Condition cannot be met, then, on or before the thirtieth (30th) calendar day after JetBlue's written notice to BCAD of the same, BCAD and JetBlue shall meet to review the status of the Design-Build Contract and Program Manager Contract amendment negotiations regarding this Additional Work and the Additional Work itself that is the

subject of this Fourth Amendment. At such meeting, BCAD and JetBlue may agree (i) to recommend to the Board a further increase to the Contract Price, a further increase to the Contract Time, a reduction of the scope of the Additional Work described in Exhibit Q, or otherwise modify the Project such that the Additional Work Condition can be met (a "Recommended Modification"). If BCAD and JetBlue do not agree on a Recommended Modification on or before the thirtieth (30th) calendar day after such meeting, or a Recommended Modification is subsequently rejected by the Board, this Fourth Amendment shall automatically terminate. If the Fourth Amendment terminates, the Addendum (as amended by the Second Amendment and Third Amendment) shall continue in full force and effect, without the modifications set forth in this Fourth Amendment. The funding specified in Section 6.11 is limited to the Additional Work subject of this Fourth Amendment and not for any other purpose; therefore, the funding shall not be provided if this Fourth Amendment terminates as provided above in this paragraph.

6.13 If the Fourth Amendment is terminated under Section 6.12 above, the County's only financial obligation is to reimburse JetBlue for necessary and reasonable reimbursable costs actually incurred by JetBlue through its Program Manager and Design-Builder in connection with the Additional Work described in Exhibit Q, which costs were incurred prior to the effective date of such termination, in accordance with the procedures set forth in Article 12 of the Addendum.

6. Section 12.1 of the Addendum as previously amended is hereby further amended as follows (stricken-through language indicates deletions; underlined language (except for the title) indicates additions:

12.1 Compensation. The County shall pay to JetBlue the Contract Price approved for the Project not to exceed ~~Ninety Seven Million Nine Hundred Thousand Dollars (\$97,900,000.00)~~ Two Hundred Thirty Five Million Sixty Five Thousand Dollars (\$235,065,000.00).

7. Exhibit A of the Addendum as previously amended is hereby further amended as follows:

a. Paragraph 1 of Exhibit A is amended by adding article 1.a:

1.a. The "Project" and the "Services" as such terms are used herein, shall be deemed to include the scope of the Additional Work described on Exhibit Q, attached hereto.

b. Paragraph 2 of Exhibit A is amended by adding article 2.a:

2.a. The time for completion of the Additional Work described in Exhibit

Q is 1095 days from Construction NTP to Final Completion.

c. Paragraph 3 of Exhibit A is further amended as follows (stricken-through language indicates deletions; underlined language (except for the title) indicates additions:

3. Contract Price. The budget for the Project (including the Additional Work addressed in the Fourth Amendment) is ~~\$97,900,000.00~~ \$235,065,000.00, subject to adjustment as provided in the Addendum.

8. Exhibit Q, entitled "Additional Work," attached hereto, is hereby incorporated into the Addendum as amended.
9. Except as expressly modified herein, all remaining terms and conditions of the Addendum as previously amended shall remain in full force and effect.
10. In the event of any conflict or ambiguity between this Fourth Amendment and the Addendum as previously amended, the Parties hereto agree that this Fourth Amendment shall prevail.
11. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Addendum as previously amended.
12. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and there are no commitments, agreements, or understandings concerning the subject matter of this document that are not contained in this document. Accordingly, no deviation from the terms hereof will be predicated upon any prior representations or agreements, whether oral or written.
13. The Fourth Amendment is effective on the date it is fully executed by both Parties.
14. This Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(Remainder of this page intentionally left blank)

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

IN WITNESS WHEREOF, the parties have made and executed this Fourth Amendment to Addendum 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 _____, 2018, and JetBlue Airways Corporation, signing by and through its authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor or Vice-Mayor

____ day of _____, 2018

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
2200 S.W. 45 Street, Suite 101
Dania Beach, Florida 33312
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By _____
Tracy Meyer, Esq. (Date)
Risk Insurance and Contracts Manager

By _____
Alexander J. Williams, Jr. (Date)
Senior Assistant County Attorney

AW/
JetBlue Airways Corporation – 4th Amd to Addm
03/16/2018
#17-071.00

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

JETBLUE

ATTEST:

JETBLUE AIRWAYS CORPORATION

Assistant Secretary

By: _____
Name:
Title:

(CORPORATE SEAL)

___ day of _____, 2018

WITNESS:

Signature

Print Name of Witness above

Signature

Print Name of Witness above

Amendment 4
Exhibit Q

1. Generally, this additional work involves a modernization of Terminal Three comprised primarily of seven (7) scopes of work or work packages that are an operational necessity for the airline's increased flight operations or that bring the level of service of Terminal 3 to that of the others Terminals in FLL. These projects will also benefit the other airlines at FLL, improve customer experience, and have been coordinated with current Terminal Master Plan concepts. The WP (work package) reference is to the GS&P Terminal 3 Modernization Program as well as other enhancements.

WP-1 Terminal 3 Concourse Renovations

Renovations to Concourse F include upgrades to the hold room finishes and the relocation of the concourse F "Blue Bar" and other concession spaces to increase passenger flow, elevate the circulation area ceiling, and to improve other Terminal/Concourse Modernization activities. Similar renovations to Concourse E are also included. This scope includes the replacement of the existing Concourse E and Concourse F single sided Restrooms with new, centrally located, double-sided facilities with the level of finishes that are being installed currently throughout FLL. Each concourse shall be structurally enlarged to allow for the expansion of both restrooms. Finally, this scope includes for the structural expansion of the south side of the Concourse E throat to allow for new concession space. Also included is an "early package" to expedite concession space choices for Passengers.

WP-2 Las Olas South

This scope includes a new double sided restroom near the central exit along with the shell space for a VIP/Lounge. Also included is breach-exit control, in accordance with TSA standards and non-structural enhancements to the Concourse F ramp to level out the passenger flow. Shell spaces for various concessions are also included.

WP-3 North Lobby Renovation

Renovation of the North Lobby is an operational necessity needed to maximize the existing Terminal Three lobby space for passenger processing functions. This renovation includes designing and building the new ticket counter lobby consistent with the South lobby layout, including terrazzo and ceiling area upgrades and upgrading signage. Also included is a new controlled central exiting configuration to allow arriving passengers to get to the Bag Claim Area without mingling with the Departing Passengers. This scope also includes the removal of the two existing centrally located escalators and filling in the second floor slab to make space for concessions.

WP-4 Bag Claim and Arrivals Level Renovations

These renovations include replacing the existing bag claim units in Terminal 3 with new “Secure Claim Devices” in a configuration that will maximize baggage display and passenger access. This project will also upgrade the finishes in the Arrivals Level Lobby in and around the new claim devices, including the back-wall, ceilings, and floors.

WP-5 Upgrade Entrance Vestibules

These upgrades include removing Trespa Panels and replacing with Travertine or porcelain tiles; and redoing floor mats and glass entrance doors and ceilings. These upgrades also include refurbishing elevators and adding two new elevators.

These upgrades also include replacing Trespa Panels on inside wall (facing Ticket Counters) with new tile on Departures Level Only.

WP-6 Bump out Terminal 3 for Connector from Terminal 2

Departures Level:

Work includes the bump out of Terminal 3 Structure to the north for concessions circulation space, relocation of TSA office space, and additional infrastructure space.

Arrivals Level:

Includes additional Restrooms and a bus station to support hardstand and other operations.

WP-7 Expand Capacity of the Terminal 3 Chiller Plant

Work includes increasing the capacity of the Terminal 3 Chiller plant by adding additional equipment.

Services included for all work subject of this Fourth Amendment, include, but are not limited to, preparing design plans and specifications for the various work packages; submitting design review reports validating scope, schedule, and budget; bidding and procurement activities; overseeing the construction; and, constructing and closing-out each Work Package approved for construction in accordance with the Contract Documents and the Agreement, as amended by the Fourth Amendment.

2. Services of JetBlue

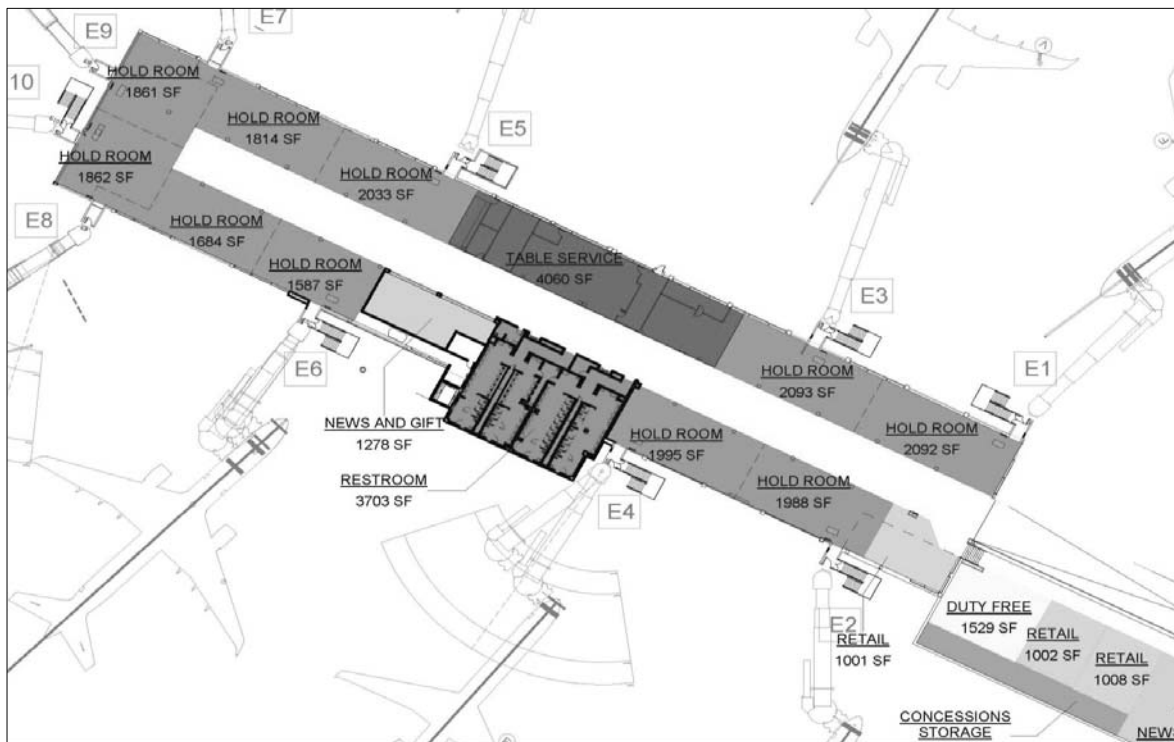
- a. Notices to Proceed. Prior to the commencement of any Services on the Additional Work, except for mutually agreed upon early design services, JetBlue must receive a written Notice to Proceed from the Contract

Administrator. County shall not be obligated to pay JetBlue for any Work that has not been previously authorized by a Notice to Proceed.

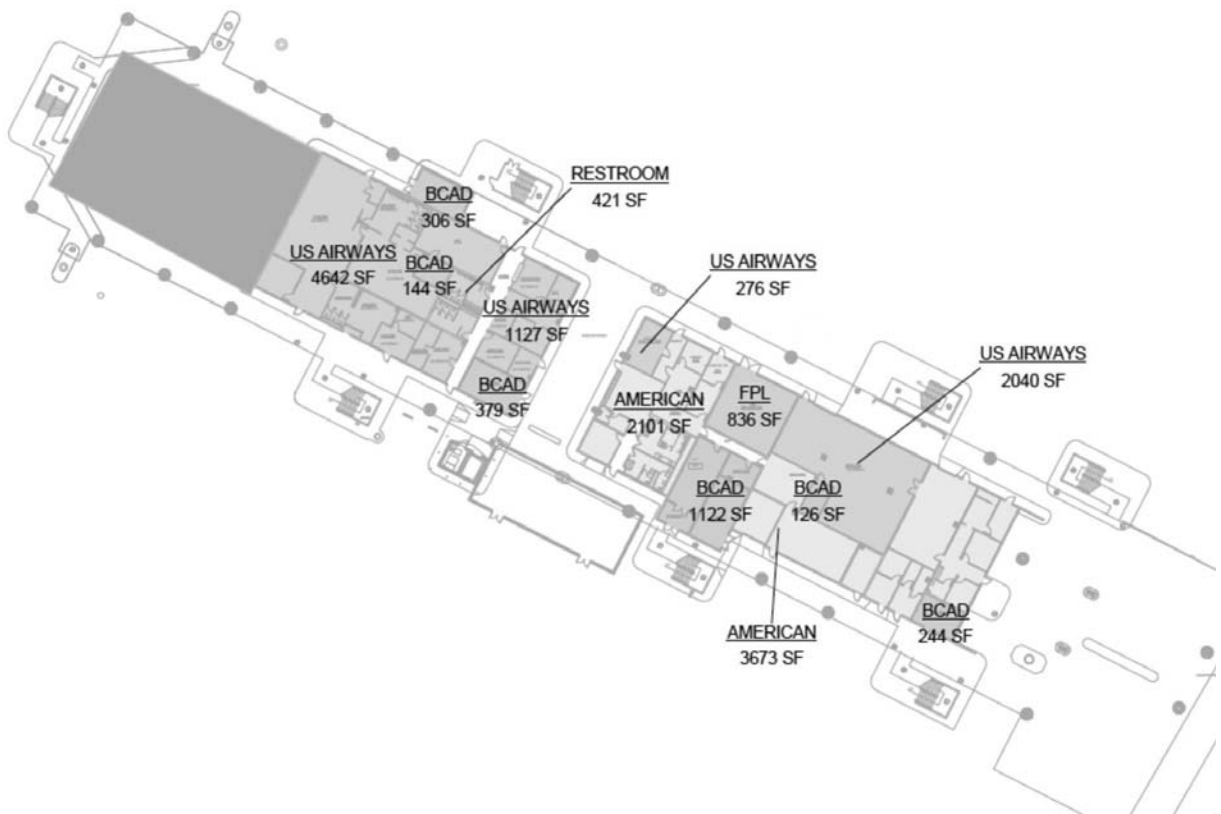
- b. NTP 8. Upon execution of the amendments to the Design-Build Contract and the Program Management Contract as set forth in Article 5 of the Agreement (as amended by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment), JetBlue shall submit a written request to the County for issuance of the first Notice to Proceed for Additional Work ("NTP 8"). Upon issuance of NTP 8, JetBlue shall commence design and preconstruction services and, if requested by JetBlue and approved by the Contract Administrator, planning, demolition, and enabling work for a given Work Package or combination thereof (as designated in the NTP 8) and take no more than three months to verify the five projects and issue a report that confirms the projects can be completed within the allotted budget and schedule.
- c. JetBlue will notify BCAD that the Additional Work Condition can be satisfied (or, following any Board-approved modifications to the Contract Price, Contract Time, or scope of Additional Work, pursuant to Section 6.6 of the Agreement, as the case may be) BCAD will issue a second Notice to Proceed for Additional Work ("NTP 9"). Upon issuance of NTP 9, JetBlue will commence construction and all remaining Services on the Additional Work, and diligently pursue the Additional Work to Substantial Completion.

ATTACHMENT Q-1
Terminal 3 Modernization Phase 3 Projects

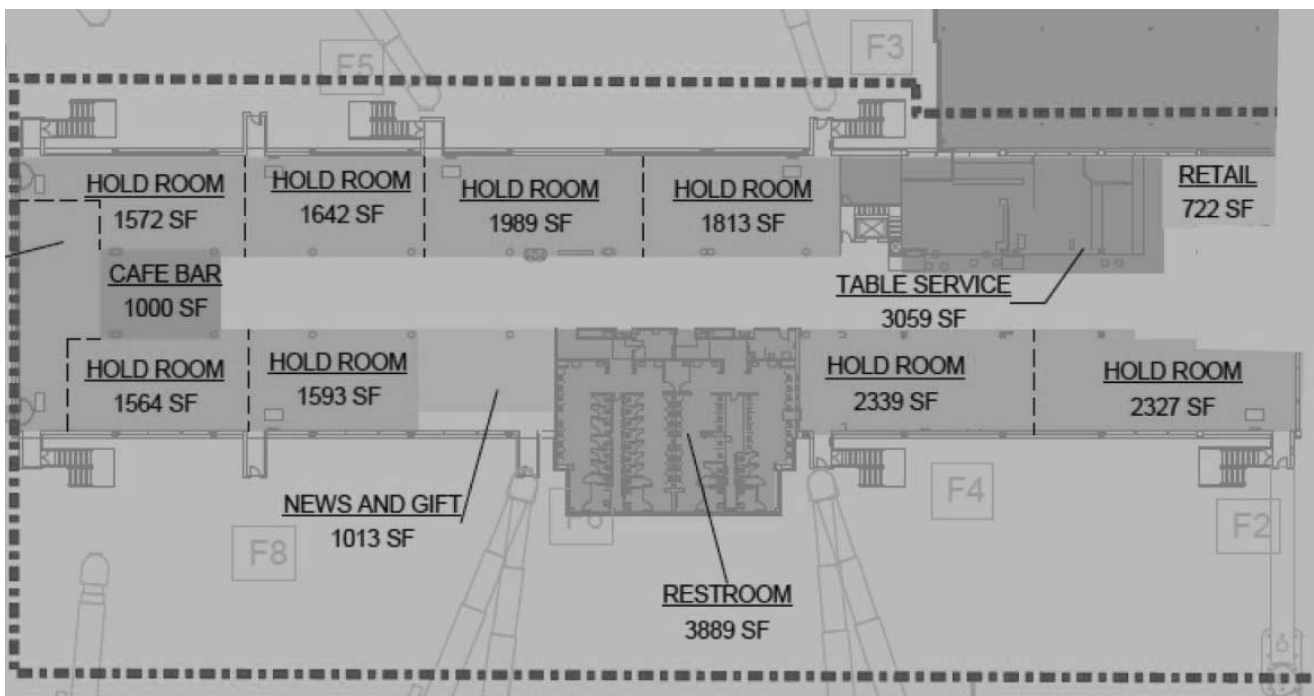
**Concourse E Renovations
Departure Level**



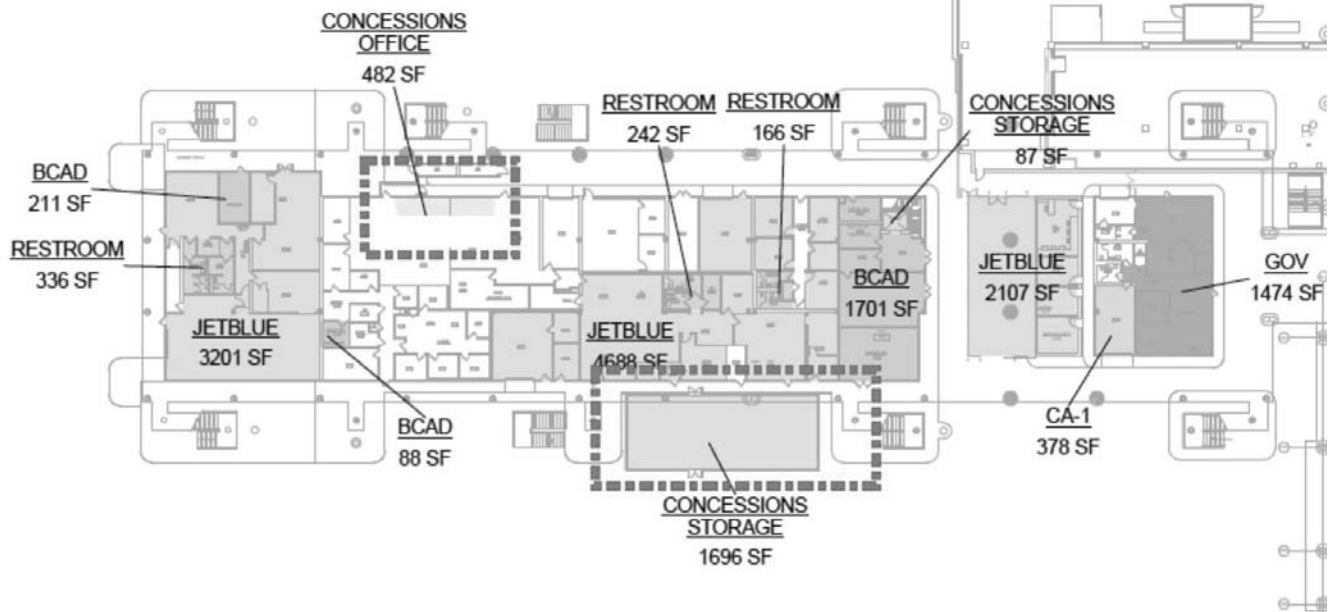
Arrival Level



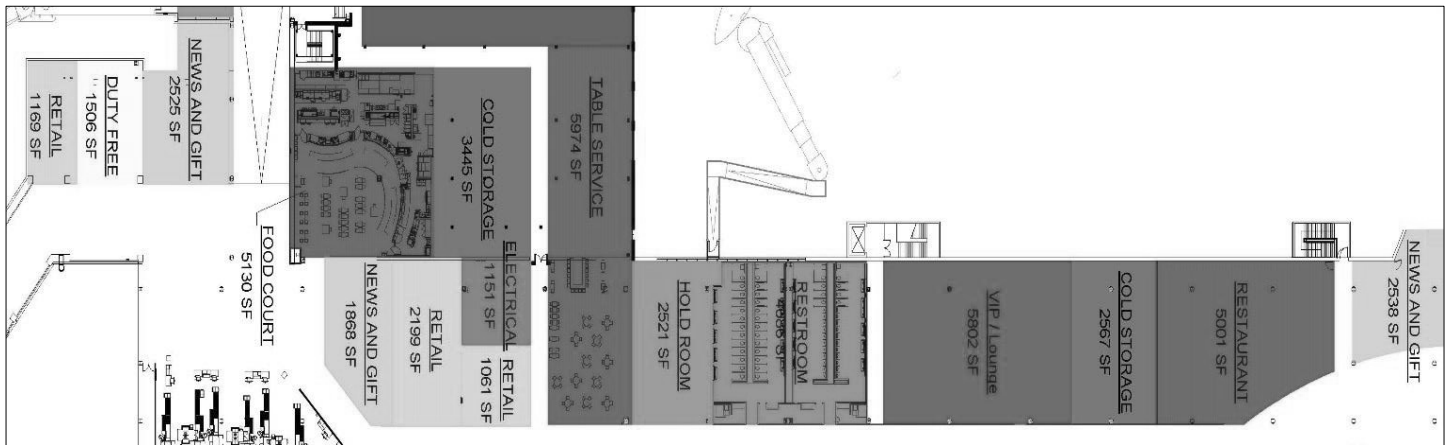
**Concourse F Renovations
Departure Level**



Arrival Level



Las Olas



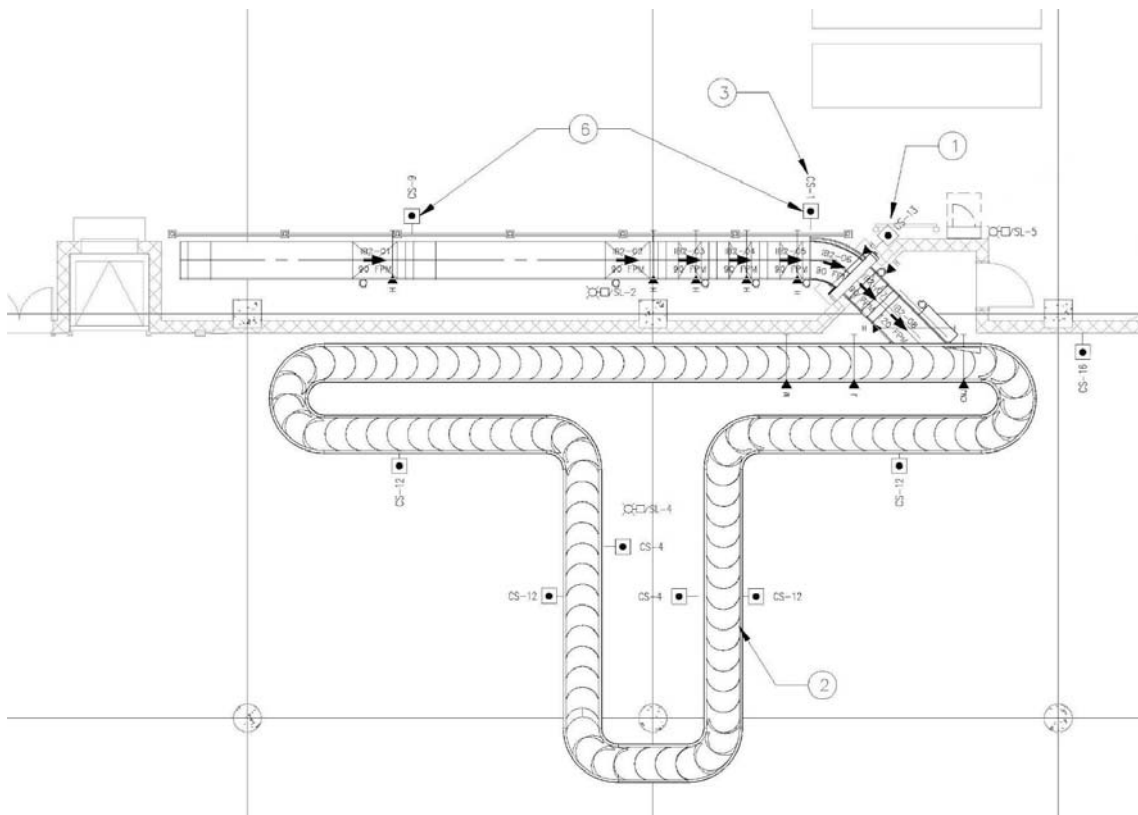
North Lobby Renovation



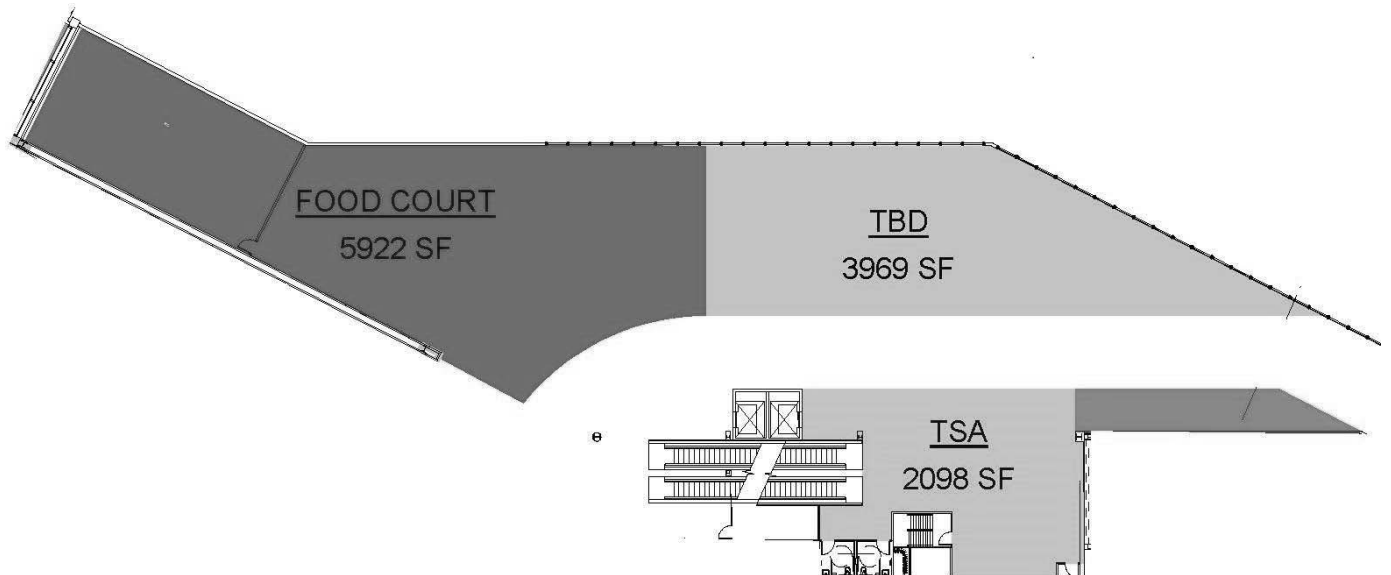
GRESHAM
SMITH AND
PARTNERS

Bag Claim and Arrivals Level Upgrades

This is an example of a secure bag claim unit:



**T3 North Bump Out
Departure Level**



Arrival Level

