

FIRST AMENDMENT TO SECOND ADDENDUM TO THE SIGNATORY TERMINAL BUILDING LEASE AGREEMENT BETWEEN BROWARD COUNTY AND JETBLUE AIRWAYS CORPORATION FOR THE MANAGEMENT OF THE CONSTRUCTION OF TERMINAL 5

This First Amendment ("Amendment") to the Second Addendum to the Signatory Terminal Building Lease Agreement, dated June 15, 2021 ("Second Addendum"), between Broward County, a political subdivision of the State of Florida ("County"), and JetBlue Airways Corporation, a Delaware corporation authorized to do business in the State of Florida ("Airline") (collectively the "Parties"), is entered into effective as of the date this Amendment is fully executed by the Parties.

RECITALS

A. County and Airline entered into a Signatory Terminal Building Lease Agreement on October 1, 2011 ("Base Agreement").

B. County and Airline entered into the Second Addendum to the Base Agreement on July 21, 2021, whereby Airline agreed to manage the construction of the new Terminal 5 at Fort Lauderdale-Hollywood International Airport ("Project").

C. The Parties desire to amend the Second Addendum to increase the Contract Price by Ninety Seven Million Four Hundred Forty Thousand Dollars (\$97,440,000.00) and add additional scope of work.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The foregoing Recitals are true and correct and are incorporated herein by reference.
2. Amendments made to the Second Addendum by this Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless otherwise stated.
3. Capitalized terms not otherwise defined in this Amendment shall have the meaning given to them in the Second Addendum.
4. Exhibit A of the Second Addendum is hereby amended as follows:
 - a. The following is added to Paragraph 1 of Exhibit A:

Gate 504

The Project includes the design and construction of a new Point-of-Entry gate ("Gate 504") to facilitate secure access to the restricted Airport Operations Area. The location of the existing Gate 504 impedes the T5 apron work. The existing Gate 504 must be

relocated and the existing Gate 504 guardhouse and related Gate 504 infrastructure shall be demolished to facilitate relocation. The new Gate 504 work will include a guardhouse, staff parking, two ingress inbound traffic lanes, and one egress outbound traffic lane.

Temporary Road

Construction of the foundations for T5 will impact the existing access road from Terminal Drive to Perimeter Road. A temporary roadway will need to be constructed to allow passengers continued access from Terminal Drive to Perimeter Road while T5 and a new access road are being constructed. The Project includes the design, construction, and as necessary subsequent removal of the temporary roadway.

b. Paragraph 3 of Exhibit A is amended as follows:

3. Contract Price. The budget for the Project is ~~Three Hundred and Six Million Dollars (\$306,000,000)~~ Four Hundred and Three Million Four Hundred Forty Thousand Dollars (\$403,440,000), subject to adjustment as provided in the Second Addendum.

5. Except as expressly modified herein, all remaining terms and conditions of the Second Addendum shall remain in full force and effect.

6. In the event of any conflict or ambiguity between this Amendment and the Second Addendum, the Parties agree that this Amendment shall prevail.

7. This Amendment 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.

8. This Amendment may be executed in multiple originals, whether signed physically or electronically, 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.

9. In the event any provision of this Amendment is found by a court of competent jurisdiction to be invalid, that provision shall be deemed severed from this Amendment, and the remaining provisions of this Amendment shall continue to be in full force and effect.

10. Preparation of this Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

[This space is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have made and executed this First Amendment to the Second Addendum: BROWARD COUNTY, 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 [], 2023, and JETBLUE AIRWAYS CORPORATION, signing by and through its _____ duly authorized to execute same.

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

____ day of _____, 2023

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Telephone: (954) 359-6100

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

Digitally signed by
Alexander J. Williams, Jr.
Date: 2023.02.08
11:58:44 -05'00'

By  02/08/2023
Michael J. Kerr (Date)
Deputy County Attorney

AW/ch
Amendment 2nd Addm. T5 TBLA
02/05/2023

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LEASE AGREEMENT BETWEEN BROWARD COUNTY AND JETBLUE AIRWAYS CORPORATION
FOR THE MANAGEMENT OF THE CONSTRUCTION OF TERMINAL 5

AIRLINE

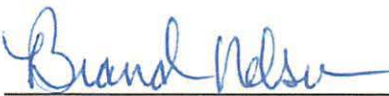
JETBLUE AIRWAYS CORPORATION

By: 
Authorized Signer

Lisa Reifer Head of Finance & Treasury
Print Name and Title

7th day of February, 2023

WITNESS/ATTEST:


Corporate Secretary or other witness