

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

This Seventh Amendment ("Seventh Amendment") to Addendum (hereinafter defined) to Signatory Terminal Building Lease Agreement is entered into 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 ("JetBlue") (collectively, the "Parties").

RECITALS

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

B. The Parties entered into an 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, including the Terminal 3 Modernization Project ("Project"), at Fort Lauderdale-Hollywood International Airport ("Airport"). Since June 4, 2013, the Addendum has been amended six (6) times adding scope of work, time for performance, and funding (as amended, the "Addendum").

C. After the execution of the Sixth Amendment to the Addendum, dated April 8, 2021, certain conditions have increased the cost of the work and disputes have arisen between and among Project participants, which disputes have included litigation.

D. The Parties now desire to further amend the Addendum a seventh and final time to increase the Contract Price by Five Million Two Hundred Thousand Dollars (\$5,200,000.00) to account for unforeseen conditions, and to resolve and settle claims alleged to be associated with extended time, delays, and other disputed costs asserted by the Project contractors.

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

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Seventh Amendment shall retain the meaning ascribed to such terms in the Addendum.
2. Unless otherwise noted, amendments to the Addendum made pursuant to this Seventh Amendment are indicated herein by use of strikethroughs to indicate deletions and underlining (except for headers) to indicate additions. Except as modified herein, all remaining terms and conditions of the Addendum shall remain in full force and effect.
3. Section 12.1 of the Addendum is amended as follows:

12.1 Compensation. The County shall pay to JetBlue the Contract Price approved for the Project not to exceed ~~Two Hundred Sixty Five Million~~ Two Hundred Sixty Five

~~Thousand Dollars (\$265,265,000.00)~~ Two Hundred Seventy Million Four Hundred Sixty-Five Thousand Dollars (\$270,465,000.00).

4. Paragraph 3 of Exhibit A to the Addendum is amended as follows:
 3. Contract Price. The budget for the Project (including the Additional Work addressed in the Sixth Amendment) is ~~Two Hundred Sixty Five Million Two Hundred Sixty Five Thousand Dollars (\$265,265,000.00)~~ Two Hundred Seventy Million Four Hundred Sixty-Five Thousand Dollars (\$270,465,000.00), subject to adjustment as provided in the Addendum.
5. No Waiver. Except as otherwise expressly provided for in this Seventh Amendment, neither JetBlue nor County shall be deemed to have waived any or all of its rights or remedies with respect to any claim or breach existing on the date hereof or arising hereafter. No failure by County to exercise, and no delay by County in exercising, any right, remedy, power, or privilege under the Addendum shall operate as a waiver thereof. This Seventh Amendment shall not operate to release, waive, or discharge any claims of the County for latent defects relating to the Project or any warranties or warranty obligations established in or resulting from the Project construction contracts.
6. Upon the County's final disbursement to JetBlue of all Contract Price funds due or becoming due following the effective date of this Seventh Amendment, pursuant to a properly submitted pay application or pay applications together with all close-out documentation for the Project as required by the Addendum, JetBlue effectively releases, waives, and discharges the County from any and all claims, counterclaims, third-party claims, demands, damages, sums of money, causes of action, losses, and costs of every kind and nature, whether known or unknown, whether asserted or unasserted, arising out of, in connection with, or related to the Project.
7. In the event of any conflict or ambiguity between this Seventh Amendment and the Addendum, the Parties agree that this Seventh Amendment shall prevail. The Addendum, as amended herein by this Seventh Amendment, 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 hereof that are not contained in the Addendum as amended in this Seventh Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
8. Preparation of this Seventh 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.
9. The effective date of this Seventh Amendment shall be the date of complete execution by the Parties.

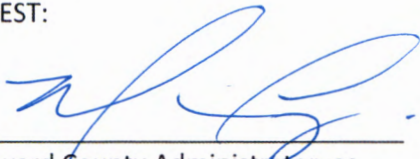
10. This Seventh Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Seventh Amendment: 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 5 day of September 2024; and JetBlue Airways Corporation, signing by and through its duly authorized representative.

COUNTY

ATTEST:


Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through its
Board of County Commissioners

By Nan Rich Digitally signed by NAN
H. RICH
Date: 2024.09.05
19:11:33 -04'00'
Mayor

____ day of _____, 2024

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
Telecopier: (954) 359-1292



By Keoki Baron Digitally signed by Keoki Baron
Date: 2024.08.15 12:42:30 -04'00'
Keoki Baron (Date)
Assistant County Attorney

By Alexander J. Williams, Jr. Digitally signed by Alexander J.
Williams, Jr.
Date: 2024.08.15 09:50:26 -04'00'
Alexander J. Williams (Date)
Senior Assistant County Attorney

AJW/ch
JetBlue Airways Corporation – 7th Amd to Addm
8/09/2024

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

JETBLUE

By: Justin Ginsburgh
Authorized Signer

Justin Ginsburgh – Managing Director Infrastructure Properties Development

14th day of August, 2024