
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington , D.C. 20549**

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2016

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission file number 000-49728



JETBLUE AIRWAYS CORPORATION

(Exact name of registrant as specified in its charter)

Delaware

(State of Other Jurisdiction of Incorporation)

87-0617894

(I.R.S. Employer Identification No.)

27-01 Queens Plaza North, Long Island City, New York

(Address of principal executive offices)

11101

(Zip Code)

(718) 286-7900

(Registrant's telephone number, including area code)

N/A

(Former name, former address and former fiscal year,
if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. ☒ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). ☒ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒

Accelerated filer ☐

Non-accelerated filer ☐

Smaller reporting company ☐

(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of September 30, 2016 , there were 323,732,696 shares outstanding of the registrant's common stock, par value \$.01.

JETBLUE AIRWAYS CORPORATION
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PART 1. FINANCIAL INFORMATION
ITEM 1. FINANCIAL STATEMENTS

JETBLUE AIRWAYS CORPORATION
CONDENSED CONSOLIDATED BALANCE SHEETS
(unaudited, in millions, except per share data)

	<u>September 30, 2016</u>	<u>December 31, 2015</u>
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 873	\$ 318
Investment securities	581	558
Receivables, less allowance (2016-\$6; 2015-\$6)	145	136
Prepaid expenses and other	409	361
Total current assets	2,008	1,373
PROPERTY AND EQUIPMENT		
Flight equipment	7,522	7,079
Predelivery deposits for flight equipment	212	171
Total flight equipment and predelivery deposits, gross	7,734	7,250
Less accumulated depreciation	1,768	1,573
Total flight equipment and predelivery deposits, net	5,966	5,677
Other property and equipment	940	868
Less accumulated depreciation	335	293
Total other property and equipment, net	605	575
Assets constructed for others	561	561
Less accumulated depreciation	179	161
Total assets constructed for others, net	382	400
Total property and equipment	6,953	6,652
OTHER ASSETS		
Investment securities	55	49
Restricted cash	68	63
Other	495	507
Total other assets	618	619
TOTAL ASSETS	\$ 9,579	\$ 8,644

See accompanying notes to condensed consolidated financial statements.

JETBLUE AIRWAYS CORPORATION
CONDENSED CONSOLIDATED BALANCE SHEETS
(unaudited, in millions, except per share data)

	September 30, 2016	December 31, 2015
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable	\$ 267	\$ 205
Air traffic liability	1,141	1,053
Accrued salaries, wages and benefits	349	302
Other accrued liabilities	309	267
Current maturities of long-term debt and capital leases	439	448
Total current liabilities	2,505	2,275
LONG-TERM DEBT AND CAPITAL LEASE OBLIGATIONS	1,250	1,379
CONSTRUCTION OBLIGATION	461	472
DEFERRED TAXES AND OTHER LIABILITIES		
Deferred income taxes	1,423	1,218
Other	94	90
Total deferred taxes and other liabilities	1,517	1,308
STOCKHOLDERS' EQUITY		
Preferred stock, \$0.01 par value; 25 shares authorized, none issued	—	—
Common stock, \$0.01 par value; 900 shares authorized, 395 and 392 shares issued and 324 and 322 shares outstanding at September 30, 2016 and December 31, 2015, respectively	4	4
Treasury stock, at cost; 71 and 70 shares at September 30, 2016 and December 31, 2015, respectively	(380)	(366)
Additional paid-in capital	1,955	1,896
Retained earnings	2,257	1,679
Accumulated other comprehensive income (loss)	10	(3)
Total stockholders' equity	3,846	3,210
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 9,579	\$ 8,644

See accompanying notes to condensed consolidated financial statements.

JETBLUE AIRWAYS CORPORATION
CONSOLIDATED STATEMENTS OF OPERATIONS
(unaudited, in millions, except per share amounts)

	<u>Three Months Ended September 30,</u>		<u>Nine Months Ended September 30,</u>	
	<u>2016</u>	<u>2015</u>	<u>2016</u>	<u>2015</u>
OPERATING REVENUES				
Passenger	\$ 1,571	\$ 1,551	\$ 4,536	\$ 4,455
Other	161	136	455	367
Total operating revenues	1,732	1,687	4,991	4,822
OPERATING EXPENSES				
Aircraft fuel and related taxes	293	342	782	1,048
Salaries, wages and benefits	421	389	1,270	1,139
Landing fees and other rents	98	91	276	264
Depreciation and amortization	102	84	289	252
Aircraft rent	28	30	84	92
Sales and marketing	60	69	197	199
Maintenance materials and repairs	153	132	427	371
Other operating expenses	223	199	650	571
Total operating expenses	1,378	1,336	3,975	3,936
OPERATING INCOME	354	351	1,016	886
OTHER INCOME (EXPENSE)				
Interest expense	(28)	(32)	(85)	(98)
Capitalized interest	2	2	6	6
Interest income and other	2	1	5	—
Total other income (expense)	(24)	(29)	(74)	(92)
INCOME BEFORE TAXES	330	322	942	794
Income tax expense	131	124	363	307
NET INCOME	<u>\$ 199</u>	<u>\$ 198</u>	<u>\$ 579</u>	<u>\$ 487</u>
EARNINGS PER COMMON SHARE:				
Basic	<u>\$ 0.61</u>	<u>\$ 0.63</u>	<u>\$ 1.79</u>	<u>\$ 1.55</u>
Diluted	<u>\$ 0.58</u>	<u>\$ 0.58</u>	<u>\$ 1.70</u>	<u>\$ 1.42</u>

See accompanying notes to condensed consolidated financial statements.

JETBLUE AIRWAYS CORPORATION
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(unaudited, in millions)

	Three Months Ended September 30,	
	2016	2015
NET INCOME	\$ 199	\$ 198
Changes in fair value of derivative instruments, net of reclassifications into earnings (net of \$(4) and \$3 of taxes in 2016 and 2015, respectively)	(6)	6
Total other comprehensive income	(6)	6
COMPREHENSIVE INCOME	\$ 193	\$ 204

	Nine Months Ended September 30,	
	2016	2015
NET INCOME	\$ 579	\$ 487
Changes in fair value of derivative instruments, net of reclassifications into earnings (net of \$8 and \$28 of taxes in 2016 and 2015, respectively)	13	45
Total other comprehensive income	13	45
COMPREHENSIVE INCOME	\$ 592	\$ 532

See accompanying notes to condensed consolidated financial statements.

JETBLUE AIRWAYS CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited, in millions)

	Nine Months Ended September 30,	
	2016	2015
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 579	\$ 487
Adjustments to reconcile net income to net cash provided by operating activities:		
Deferred income taxes	204	201
Depreciation	248	210
Amortization	41	42
Stock-based compensation	18	15
Gains on sale of assets and debt extinguishment	(4)	(7)
Collateral returned for derivative instruments	—	44
Changes in certain operating assets and liabilities	243	300
Other, net	(12)	2
Net cash provided by operating activities	1,317	1,294
CASH FLOWS FROM INVESTING ACTIVITIES		
Capital expenditures	(480)	(493)
Predelivery deposits for flight equipment	(118)	(59)
Purchase of held-to-maturity investments	(151)	(340)
Proceeds from the maturities of held-to-maturity investments	282	224
Purchase of available-for-sale securities	(507)	(237)
Proceeds from the sale of available-for-sale securities	345	140
Other, net	(1)	2
Net cash used in investing activities	(630)	(763)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from issuance of common stock	26	68
Repayment of long-term debt and capital lease obligations	(148)	(232)
Acquisition of Treasury Stock	(14)	(164)
Other, net	4	—
Net cash used in financing activities	(132)	(328)
INCREASE IN CASH AND CASH EQUIVALENTS	555	203
Cash and cash equivalents at beginning of period	318	341
Cash and cash equivalents at end of period	\$ 873	\$ 544

See accompanying notes to condensed consolidated financial statements.

JETBLUE AIRWAYS CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(unaudited)

Note 1—Summary of Significant Accounting Policies

Basis of Presentation

JetBlue Airways Corporation, or JetBlue, provides air transportation services across the United States, the Caribbean and Latin America. Our condensed consolidated financial statements include the accounts of JetBlue and our subsidiaries which are collectively referred to as “we” or the “Company”. All majority-owned subsidiaries are consolidated on a line by line basis, with all intercompany transactions and balances being eliminated. These condensed consolidated financial statements and related notes should be read in conjunction with our 2015 audited financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2015, or our 2015 Form 10-K.

These condensed consolidated financial statements are unaudited and have been prepared by us following the rules and regulations of the Securities and Exchange Commission, or the SEC. In our opinion they reflect all adjustments, including normal recurring items, that are necessary to present fairly the results for interim periods. Certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles in the U.S., or GAAP, have been condensed or omitted as permitted by such rules and regulations; however, we believe that the disclosures are adequate to make the information presented not misleading. Operating results for the periods presented herein are not necessarily indicative of the results that may be expected for other interim periods or the entire fiscal year.

Investment securities

Investment securities consist of available-for-sale investment securities and held-to-maturity investment securities. We use a specific identification method to determine the cost of the securities when they are sold.

Held-to-maturity investment securities. The contractual maturities of the corporate bonds we held as of September 30, 2016 were not greater than 24 months. We did not record any significant gains or losses on these securities during the three and nine months ended September 30, 2016 or 2015. The estimated fair value of these investments approximated their carrying value as of September 30, 2016 and December 31, 2015, respectively.

The carrying values of investment securities consisted of the following at September 30, 2016 and December 31, 2015 (in millions):

	September 30, 2016	December 31, 2015
Available-for-sale securities		
Time deposits	\$ 145	\$ 125
Commercial paper	20	55
Treasury bills	252	75
Total available-for-sale securities	417	255
Held-to-maturity securities		
Corporate bonds	\$ 38	\$ 322
Treasury notes	181	30
Total held-to-maturity securities	219	352
Total investment securities	\$ 636	\$ 607

Loyalty Program

In 2015, we announced a co-branded credit card partnership with Barclaycard®, which commenced in March 2016. The agreement is a new multiple-element arrangement subject to Accounting Standards Update, or ASU, 2009-13, *Multiple Deliverable Revenue Arrangements*. ASU 2009-13 requires the allocation of the overall consideration received to each deliverable using the estimated selling price. We identified the following deliverables: air transportation; use of the JetBlue brand name and access to our frequent flyer customer lists; advertising; and other airline benefits. In determining the estimated selling price, JetBlue considered multiple inputs, methods and assumptions, including: discounted cash flows; estimated equivalent ticket value, net of fulfillment discount; points expected to be awarded and redeemed; estimated annual spending by cardholder; estimated annual royalty for use of JetBlue's frequent flyer customer lists; and estimated utilization of other airline benefits. The overall consideration received is allocated to each deliverable based on their relative selling prices. The air transportation element will be deferred and recognized as passenger revenue when the points are utilized. The other elements will generally be recognized as other revenue when earned.

JETBLUE AIRWAYS CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(unaudited)

Recent Accounting Pronouncements

During the first quarter of 2016, we adopted ASU 2015-03, *Interest - Imputation of Interest, Simplifying the Presentation of Debt Issuance Costs* topic of the FASB Codification, or Codification. ASU 2015-03 provides a simplified presentation of debt issuance costs and requires that debt issuance costs related to a recognized debt liability be presented on the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. Upon adoption, ASU 2015-03 requires retrospective application to all prior periods presented in the financial statements. Our condensed consolidated balance sheet as of December 31, 2015 reflects retrospective application and includes our unamortized debt issuance costs of \$16 million within long-term debt and capital lease obligations. Prior to adoption this amount was included within other long-term assets.

Also during the first quarter of 2016, we adopted ASU 2015-05, *Intangibles - Goodwill and Other - Internal-Use Software (Subtopic 350-40), Customer's Accounting for Fees Paid in a Cloud Computing Arrangement* topic of the Codification, which provides guidance to clarify customers' accounting for fees paid in a cloud computing arrangement. Customers' cloud computing arrangements which include a software license should account for the software license consistent with the acquisition of other software licenses. If a cloud computing arrangement does not include a software license, the customer should account for the arrangement as a service contract. We adopted ASU 2015-05 prospectively and do not expect the amendments to have a significant impact on our consolidated financial statements.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*. Under ASU 2016-02, a lessee will recognize liabilities for lease payments and right-of-use assets representing its right to use the underlying asset for the lease term. While we are still evaluating the full impact of adopting the amendments on our consolidated financial statements and disclosures, we have determined that it will impact our accounting for leased aircraft and other leasing agreements. The amendments are effective for fiscal years beginning after December 15, 2018 and includes interim periods within those fiscal years. Early adoption is permitted, and companies are required to use a modified retrospective approach at the earliest period presented.

In March 2016, the FASB issued ASU 2016-09, *Improvements to Employee Share-Based Payment Accounting*. The amendments apply to several aspects of accounting for stock-based compensation including the recognition of excess tax benefits and deficiencies and their related presentation in the statement of cash flows as well as accounting for forfeitures. ASU 2016-09 is effective for fiscal years beginning after December 15, 2016, including interim periods and allows for prospective, retrospective or modified retrospective adoption, depending on the area covered in the update, with early adoption permitted. We are currently determining the transition method and assessing the impact the amendments may have on our financial condition, results of operations and cash flows.

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers* topic of the Codification, which supersedes existing revenue recognition guidance. Under the ASU 2014-09, a company will recognize revenue when it transfers goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled to in exchange for those goods or services. The amendments allow for either full retrospective or modified retrospective adoption. In July 2015, the FASB voted to defer the effective date of ASU 2014-09 by one year to interim and annual reporting periods beginning after December 15, 2017 and permitted early adoption, but not prior to December 15, 2016. While we are still evaluating the full impact of adopting the amendments on our consolidated financial statements and disclosures, we have determined that it will impact our loyalty program accounting. The amendments will no longer allow us to use the incremental cost method when recording the financial impact of TrueBlue[®] points earned on qualifying JetBlue purchases and will require us to re-value our liability with a relative fair value approach.

Note 2—Long Term Debt, Short Term Borrowings, and Capital Lease Obligations

During the nine months ended September 30, 2016, we made scheduled principal payments of \$148 million on our outstanding long-term debt and capital lease obligations. As a result of scheduled principal payments, two aircraft became unencumbered.

Aircraft, engines, other equipment and facilities with a net book value of \$2.8 billion at September 30, 2016 have been pledged as security under various loan agreements. As of September 30, 2016, we owned, free of encumbrance, 46 Airbus A320 aircraft, 24 Airbus A321 aircraft and 32 spare engines. At September 30, 2016, scheduled maturities of all of our long-term debt and capital lease obligations were \$306 million for the remainder of 2016, \$185 million in 2017, \$193 million in 2018, \$215 million in 2019, \$179 million in 2020 and \$611 million thereafter.

JETBLUE AIRWAYS CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(unaudited)

The carrying amounts and estimated fair values of our long-term debt at September 30, 2016 and December 31, 2015 were as follows (in millions):

	September 30, 2016		December 31, 2015	
	Carrying Value	Estimated Fair Value	Carrying Value	Estimated Fair Value
Public Debt				
Floating rate enhanced equipment notes				
Class G-1, due 2016	\$ —	\$ —	\$ 16	\$ 16
Class G-2, due 2016	185	185	185	184
Fixed rate special facility bonds, due through 2036	43	47	43	45
6.75% convertible debentures due in 2039 ⁽¹⁾	86	304	86	405
Non-Public Debt				
Fixed rate enhanced equipment notes, due through 2023	\$ 189	\$ 204	\$ 201	\$ 209
Floating rate equipment notes, due through 2025	177	180	193	195
Fixed rate equipment notes, due through 2026	879	980	964	1,042
Total ⁽²⁾	\$ 1,559	\$ 1,900	\$ 1,688	\$ 2,096

(1) On September 16, 2016, we made a mandatory offer to repurchase the remaining holdings of approximately \$86 million in principal amount which closed on October 17, 2016.

(2) Total excludes capital lease obligations of \$142 million for September 30, 2016 and \$155 million for December 31, 2015, and deferred financing costs of 12 million for September 30, 2016 and \$16 million for December 31, 2015

The estimated fair values of our publicly held long-term debt are classified as Level 2 in the fair value hierarchy. The fair values of our enhanced equipment notes and our special facility bonds were based on quoted market prices in markets with low trading volumes. The fair value of our convertible debentures was based on other observable market inputs since they are not actively traded. The fair value of our non-public debt was estimated using a discounted cash flow analysis based on our borrowing rates for instruments with similar terms and therefore classified as Level 3 in the fair value hierarchy. The fair values of our other financial instruments approximate their carrying values. Refer to Note 7 for an explanation of the fair value hierarchy structure.

We have financed certain aircraft with Enhanced Equipment Trust Certificates (EETCs) as one of the benefits of this structure is being able to finance several aircraft at one time, rather than individually. The structure of EETC financing is that we create pass-through trusts in order to issue pass-through certificates. The proceeds from the issuance of these certificates are then used to purchase equipment notes which are issued by us and are secured by our aircraft. These trusts meet the definition of a variable interest entity, or VIE, as defined in the *Consolidations* topic of the Codification, and must be considered for consolidation in our condensed consolidated financial statements. Our assessment of our EETCs considers both quantitative and qualitative factors including the purpose for which these trusts were established and the nature of the risks in each. The main purpose of the trust structure is to enhance the credit worthiness of our debt obligation through certain bankruptcy protection provisions, liquidity facilities and lower our total borrowing cost. We concluded that we are not the primary beneficiary in these trusts because our involvement in them is limited to principal and interest payments on the related notes, the trusts were not set up to pass along variability created by credit risk to us and the likelihood of our defaulting on the notes. Therefore, we have not consolidated these trusts in our condensed consolidated financial statements.

JETBLUE AIRWAYS CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(unaudited)

Note 3—Earnings Per Share

The following table shows how we computed basic and diluted earnings per common share (in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2016	2015	2016	2015
Numerator:				
Net Income	\$ 199	\$ 198	\$ 579	\$ 487
Effect of dilutive securities:				
Interest on convertible debt, net of income taxes and profit sharing	1	1	2	4
Net income applicable to common stockholders after assumed conversions for diluted earnings per share	<u>\$ 200</u>	<u>\$ 199</u>	<u>\$ 581</u>	<u>\$ 491</u>
Denominator:				
Weighted average shares outstanding	323.7	313.8	322.8	313.6
Effect of dilutive securities:				
Employee stock options, restricted stock units and stock purchase plan	1.8	2.6	2.0	2.9
Convertible debt	17.6	27.1	17.6	29.3
Adjusted weighted average shares outstanding and assumed conversions for diluted earnings per share	<u>343.1</u>	<u>343.5</u>	<u>342.4</u>	<u>345.8</u>

During the three and nine months ended September 30, 2016 and 2015 there were no shares excluded from earnings per share upon assumed conversion of our convertible debt.

Note 4—Crewmember Retirement Plan and Profit Sharing

We sponsor a retirement savings 401(k) defined contribution plan, or the Plan, covering all of our U.S. and Puerto Rico employees, who we refer to as Crewmembers, where we match 100% of our Crewmembers' contributions up to 5% of their eligible wages. The matching contributions vest over five years and are measured from a Crewmember's hire date. Crewmembers are immediately vested in their voluntary contributions.

Another component of the Plan is a Company discretionary contribution of 5% of eligible non-management Crewmember compensation, which we refer to as *Retirement Plus*. *Retirement Plus* contributions vest over three years and are measured from a Crewmember's hire date.

For years prior to 2017, our non-management Crewmembers are also eligible to receive profit sharing, calculated as 15% of adjusted pre-tax income before profit sharing and special items with the result reduced by *Retirement Plus* contributions. Eligible non-management Crewmembers may elect to have their profit sharing contributed directly to the Plan. Beginning with 2017 adjusted pre-tax income, non-management Crewmembers will be eligible to receive profit sharing, calculated as 10% of adjusted pre-tax income before profit sharing and special items up to a pre-tax margin of 18% with the result reduced by *Retirement Plus* contributions. If JetBlue's resulting pre-tax margin exceeds 18%, non-management Crewmembers will receive 20% profit sharing above an 18% pre-tax margin.

Certain Federal Aviation Administration, or FAA-licensed Crewmembers, receive an additional contribution of 3% of eligible compensation, which we refer to as *Retirement Advantage*. Total 401(k) company match, *Retirement Plus*, profit sharing and *Retirement Advantage* expensed for the three months ended September 30, 2016 and 2015 was \$74 million and \$72 million, respectively, while the total amount expensed for the nine months ended September 30, 2016 and 2015 was \$221 million and \$184 million, respectively.

JETBLUE AIRWAYS CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(unaudited)

Note 5—Commitments and Contingencies**Flight Equipment Commitments**

As of September 30, 2016, our firm aircraft orders consisted of 25 Airbus A320 new engine option (neo) aircraft, 31 Airbus A321 aircraft, 60 Airbus A321neo aircraft, 24 EMBRAER 190 aircraft and 10 spare engines scheduled for delivery through 2023. Committed expenditures for these aircraft and related flight equipment, including estimated amounts for contractual price escalations and predelivery deposits, will be approximately \$252 million for the remainder of 2016, \$1.1 billion in 2017, \$897 million in 2018, \$1.3 billion in 2019, \$1.6 billion in 2020 and \$3.2 billion thereafter. In July 2016 we finalized two lease agreements to receive two additional Airbus A321 aircraft which we expect to be delivered during the fourth quarter of 2016. We are scheduled to receive five new Airbus A321 aircraft during the remainder of 2016.

We amended our purchase agreement with Airbus during July 2016 to add 30 incremental Airbus A321 aircraft with deliveries beginning in 2017. We currently expect 15 of the incremental aircraft to be delivered with the current engine option beginning in 2017, with the remaining 15 aircraft to be Airbus A321neo, scheduled to be delivered beginning in 2020.

Other Commitments

As part of the 2014 sale of LiveTV, LLC, or LiveTV, formerly a wholly owned subsidiary of JetBlue, to Thales Holding Corporation a \$3 million liability relating to Airfone, a former subsidiary of LiveTV, was assigned to JetBlue under the purchase agreement with Thales. Separately, prior to the sale of LiveTV, JetBlue had an agreement with ViaSat Inc. through 2020 relating to in-flight broadband connectivity technology on our aircraft. That agreement stipulated a \$20 million minimum commitment for the connectivity service and a \$25 million minimum commitment for the related hardware and software purchase. As part of the sale of LiveTV, these commitments to ViaSat Inc. were assigned to LiveTV and JetBlue entered into two new service agreements with LiveTV pursuant to which LiveTV will provide in-flight entertainment and connectivity services to JetBlue for a minimum of seven years.

As of September 30, 2016, we had approximately \$34 million in assets serving as collateral for letters of credit relating to a certain number of our leases. These are included in restricted cash and expire at the end of the related lease terms. Additionally, we had approximately \$26 million pledged related to our workers compensation insurance policies and other business partner agreements which will expire according to the terms of the related policies or agreements.

Legal Matters

Occasionally we are involved in various claims, lawsuits, regulatory examinations, investigations and other legal matters arising, for the most part, in the ordinary course of business. The outcome of litigation and other legal matters is always uncertain. The Company believes it has valid defenses to the legal matters currently pending against it, is defending itself vigorously and has recorded accruals determined in accordance with GAAP, where appropriate. In making a determination regarding accruals, using available information, we evaluate the likelihood of an unfavorable outcome in legal or regulatory proceedings to which we are a party and record a loss contingency when it is probable a liability has been incurred and the amount of the loss can be reasonably estimated. These subjective determinations are based on the status of such legal or regulatory proceedings, the merits of our defenses and consultation with legal counsel. Actual outcomes of these legal and regulatory proceedings may materially differ from our current estimates. It is possible that resolution of one or more of the legal matters currently pending or threatened could result in losses material to our consolidated results of operations, liquidity or financial condition.

To date, none of these types of litigation matters, most of which are typically covered by insurance, has had a material impact on our operations or financial condition. We have insured and continue to insure against most of these types of claims. A judgment on any claim not covered by, or in excess of, our insurance coverage could materially adversely affect our financial condition or results of operations.

JETBLUE AIRWAYS CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(unaudited)

Note 6—Financial Derivative Instruments and Risk Management

As part of our risk management techniques, we periodically purchase over the counter energy derivative instruments and enter into fixed forward price agreements, or FFPs, to manage our exposure to the effect of changes in the price of aircraft fuel. Prices for the underlying commodities have historically been highly correlated to aircraft fuel, making derivatives of them effective at providing short-term protection against sharp increases in average fuel prices. We also periodically enter into jet fuel basis swaps for the differential between heating oil and jet fuel, to further limit the variability in fuel prices at various locations.

To manage the variability of the cash flows associated with our variable rate debt, we have also entered into interest rate swaps. We do not hold or issue any derivative financial instruments for trading purposes.

Aircraft fuel derivatives

We attempt to obtain cash flow hedge accounting treatment for each fuel derivative that we enter into. This treatment is provided for under the *Derivatives and Hedging* topic of the Codification which allows for gains and losses on the effective portion of qualifying hedges to be deferred until the underlying planned jet fuel consumption occurs, rather than recognizing the gains and losses on these instruments into earnings during each period they are outstanding. The effective portion of realized fuel hedging derivative gains and losses is recognized in aircraft fuel expense in the period during which the underlying fuel is consumed.

Ineffectiveness occurs, in certain circumstances, when the change in the total fair value of the derivative instrument differs from the change in the value of our expected future cash outlays for the purchase of aircraft fuel. Ineffectiveness is recognized immediately in interest income and other. If a hedge does not qualify for hedge accounting, the periodic changes in its fair value are also recognized in interest income and other. When aircraft fuel is consumed and the related derivative contract settles, any gain or loss previously recorded in other comprehensive income is recognized in aircraft fuel expense. All cash flows related to our fuel hedging derivatives are classified as operating cash flows.

Our current approach to fuel hedging is to enter into hedges on a discretionary basis without a specific target of hedge percentage needs. We view our hedge portfolio as a form of insurance to help mitigate the impact of price volatility and protect us against severe spikes in oil prices, when possible.

The following table illustrates the approximate hedged percentages of our projected fuel usage by quarter as of September 30, 2016 related to our outstanding fuel hedging contracts that were designated as cash flow hedges for accounting purposes.

	Jet fuel swap agreements	Jet fuel collar agreements	Heating oil collar agreements	Total
Fourth Quarter 2016	25%	—%	—%	25%
First Quarter 2017	11%	—%	—%	11%
Second Quarter 2017	10%	—%	—%	10%
Third Quarter 2017	10%	—%	—%	10%
Fourth Quarter 2017	10%	—%	—%	10%

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Interest rate swaps

The final interest payment relating to our interest rate hedge took place in August 2016. As such, as of September 30, 2016, we did not have any notional debt outstanding related to these swaps. These interest rate hedges effectively swapped floating rate debt for fixed rate debt. They took advantage of lower borrowing rates in existence at the time of the hedge transaction as compared to the date our original debt instruments were executed. The notional amount decreased over time to match scheduled repayments of the related debt.

All of our previously outstanding interest rate swap contracts qualified as cash flow hedges in accordance with the *Derivatives and Hedging* topic of the Codification. Since all of the critical terms of our swap agreements match the debt to which they pertain, there was no ineffectiveness relating to these interest rate swaps in 2016 or 2015. All related unrealized losses were deferred in accumulated other comprehensive loss. We recognized a \$1 million gain in interest expense in the nine months ended September 30, 2016. We did not recognize any material additional interest expense in the nine months ended September 30, 2015. We did not recognize any material interest rate hedge gains or losses in other comprehensive income in the nine months ended September 30, 2016 or 2015. As of September 30, 2016 and December 31, 2015, we did not recognize any material interest rate hedge assets, liabilities or associated collateral.

The table below reflects quantitative information related to our derivative instruments and where these amounts are recorded in our financial statements (dollar amounts in millions):

Fuel derivatives	September 30, 2016	December 31, 2015
Asset fair value recorded in prepaid expense and other ⁽¹⁾	\$ 14	\$ —
Asset fair value recorded in other long term assets ⁽¹⁾	\$ 3	\$ —
Liability fair value recorded in other accrued liabilities ⁽¹⁾	\$ —	\$ 5
Longest remaining term (months)	15	12
Hedged volume (barrels, in thousands)	3,045	900
Estimated amount of existing gains (losses) expected to be reclassified into earnings in the next 12 months	\$ 16	\$ (4)

Fuel derivatives	Three Months Ended September 30,		Nine Months Ended September 30,	
	2016	2015	2016	2015
Hedge effectiveness gains (losses) recognized in aircraft fuel expense	\$ 1	\$ (27)	\$ 1	\$ (93)
Gains on derivatives not qualifying for hedge accounting recognized in other expense	—	—	—	1
Hedge (losses) gains on derivatives recognized in comprehensive income	(8)	(18)	23	(20)
Percentage of actual consumption economically hedged	24%	14%	8%	18%

(1) Gross asset or liability of each contract prior to consideration of offsetting positions with each counterparty and prior to the impact of collateral paid

Any outstanding derivative instrument exposes us to credit loss in connection with our fuel contracts in the event of nonperformance by the counterparties to our agreements, but we do not expect that any of our counterparties will fail to meet their obligations. The amount of such credit exposure is generally the fair value of our outstanding contracts for which we are in a receivable position. To manage credit risks we select counterparties based on credit assessments, limit our overall exposure to any single counterparty and monitor the market position with each counterparty. Some of our agreements require cash deposits from either JetBlue or our counterparty if market risk exposure exceeds a specified threshold amount.

We have master netting arrangements with our counterparties allowing us the right of offset to mitigate credit risk in derivative transactions. The financial derivative instrument agreements we have with our counterparties may require us to fund all, or a portion of, outstanding loss positions related to these contracts prior to their scheduled maturities. The amount of collateral posted, if any, is periodically adjusted based on the fair value of the hedge contracts. Our policy is to offset the liabilities represented by these contracts with any cash collateral paid to the counterparties.

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The impact of offsetting derivative instruments is depicted below (in millions):

	Gross Amount of Recognized		Gross Amount of Cash Collateral	Net Amount Presented on Balance Sheet	
	Assets	Liabilities	Offset	Assets	Liabilities
Fuel derivatives					
As of September 30, 2016	\$ 17	\$ —	\$ —	\$ 17	\$ —
As of December 31, 2015	—	5	—	—	5

Note 7—Fair Value

Under the *Fair Value Measurements and Disclosures* topic of the Codification, disclosures are required about how fair value is determined for assets and liabilities and a hierarchy for which these assets and liabilities must be grouped is established, based on significant levels of inputs as follows:

Level 1 quoted prices in active markets for identical assets or liabilities;

Level 2 quoted prices in active markets for similar assets and liabilities and inputs that are observable for the asset or liability; or

Level 3 unobservable inputs for the asset or liability, such as discounted cash flow models or valuations.

The determination of where assets and liabilities fall within this hierarchy is based upon the lowest level of input that is significant to the fair value measurement.

The following is a listing of our assets and liabilities required to be measured at fair value on a recurring basis and where they are classified within the fair value hierarchy as of September 30, 2016 and December 31, 2015 (in millions):

		September 30, 2016			
		Level 1	Level 2	Level 3	Total
Assets					
Cash equivalents	\$	736	\$ —	\$ —	\$ 736
Available-for-sale investment securities		252	165	—	417
Aircraft fuel derivatives		—	17	—	17
	\$	988	\$ 182	\$ —	\$ 1,170
		December 31, 2015			
		Level 1	Level 2	Level 3	Total
Assets					
Cash equivalents	\$	147	\$ —	\$ —	\$ 147
Available-for-sale investment securities		75	180	—	255
	\$	222	\$ 180	\$ —	\$ 402
Liabilities					
Aircraft fuel derivatives	\$	—	\$ 5	\$ —	\$ 5
	\$	—	\$ 5	\$ —	\$ 5

Refer to Note 2 for fair value information related to our outstanding debt obligations as of September 30, 2016 and December 31, 2015 .

JETBLUE AIRWAYS CORPORATION
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Cash equivalents

Our cash equivalents include money market securities and commercial paper which are readily convertible into cash, have maturities of 90 days or less when purchased and are considered to be highly liquid and easily tradable. These securities are valued using inputs observable in active markets for identical securities and are therefore classified as Level 1 within our fair value hierarchy.

Available-for-sale investment securities

Included in our available-for-sale investment securities are U.S. treasury bills, time deposits and commercial paper with maturities of greater than 90 days but less than one year. The U.S. treasury bills are valued using inputs observable in active markets for identical securities and are therefore classified as Level 1 within our fair value hierarchy. The fair values of our time deposits and commercial paper instruments are based on observable inputs in non-active markets and are therefore classified as Level 2 in the hierarchy. We did not record any significant gains or losses on these securities during the three and nine months ended September 30, 2016 and 2015 .

Aircraft fuel derivatives

Our aircraft fuel derivatives include swaps, collars, and basis swaps which are not traded on public exchanges. Heating oil and jet fuel are the products underlying these hedge contracts as they are highly correlated with the price of jet fuel. Their fair values are determined using a market approach based on inputs that are readily available from public markets for commodities and energy trading activities. Therefore, they are classified as Level 2 in the hierarchy. The data inputs are combined into quantitative models and processes to generate forward curves and volatilities related to the specific terms of the underlying hedge contracts.

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Note 8—Accumulated Other Comprehensive Income (Loss)

Comprehensive income (loss) includes changes in fair value of our aircraft fuel derivatives and interest rate swap agreements, which qualify for hedge accounting. A rollforward of the amounts included in the accumulated other comprehensive income (loss), net of taxes for the three months ended September 30, 2016 and September 30, 2015 are as follows (in millions):

	Aircraft Fuel Derivatives (1)	Interest Rate Swaps (2)	Total
Balance of accumulated gains (losses) at June 30, 2016	\$ 15	\$ 1	\$ 16
Reclassifications into earnings (net of \$0 of taxes)	(1)	(1)	(2)
Change in fair value (net of \$(4) of taxes)	(4)	—	(4)
Balance of accumulated gains at September 30, 2016	\$ 10	\$ —	\$ 10
Balance of accumulated losses at June 30, 2015	\$ (24)	\$ —	\$ (24)
Reclassifications into earnings (net of \$10 of taxes)	17	—	17
Change in fair value (net of \$(7) of taxes)	(11)	—	(11)
Balance of accumulated losses at September 30, 2015	\$ (18)	\$ —	\$ (18)

(1) Reclassified to aircraft fuel expense

(2) Reclassified to interest expense

A rollforward of the amounts included in the accumulated other comprehensive income (loss), net of taxes for the nine months ended September 30, 2016 and September 30, 2015 are as follows (in millions):

	Aircraft Fuel Derivatives (1)	Interest Rate Swaps (2)	Total
Balance of accumulated (losses) gains at December 31, 2015	\$ (4)	\$ 1	\$ (3)
Reclassifications into earnings (net of \$0 of taxes)	(1)	(1)	(2)
Change in fair value (net of \$8 of taxes)	15	—	15
Balance of accumulated gains at September 30, 2016	\$ 10	\$ —	\$ 10
Balance of accumulated losses at December 31, 2014	\$ (63)	\$ —	\$ (63)
Reclassifications into earnings (net of \$36 of taxes)	57	—	57
Change in fair value (net of \$(8) of taxes)	(12)	—	(12)
Balance of accumulated losses at September 30, 2015	\$ (18)	\$ —	\$ (18)

(1) Reclassified to aircraft fuel expense

(2) Reclassified to interest expense

Note 9—Subsequent Event

During October 2016, we entered agreements to buy out four of our aircraft leases for over \$70 million. We anticipate completing these transactions during the fourth quarter of 2016.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

OVERVIEW

Third Quarter 2016 Highlights

- We had a \$45 million increase in operating revenue compared to the third quarter of 2015 due primarily to a 6.3% increase in capacity, partially offset by a 5.9% decrease in yield per passenger mile.
- We generated \$1.3 billion in cash from operations for the nine months ended September 30, 2016 .
- Operating expense per available seat mile decreased by 3.1% to 9.99 cents, primarily due to a significant decline in aircraft fuel expenses and an increase in available seat miles. Excluding fuel, profit sharing and related taxes, our cost per available seat mile ⁽¹⁾ increased by 3.1% .
- Operating income was \$354 million , an increase of \$3 million over the comparable period in 2015. This increase was principally driven by a reduction in aircraft fuel expenses and higher revenue, partially offset by increases in most other expense categories.

Balance Sheet

We ended the third quarter of 2016 with unrestricted cash, cash equivalents and short-term investments of \$1.5 billion and undrawn lines of credit of approximately \$600 million. Our unrestricted cash, cash equivalents and short-term investments are approximately 22% of trailing twelve months revenue. We increased the number of unencumbered aircraft by three during the quarter by using cash on hand to pay for our deliveries. We had 70 unencumbered aircraft and 32 unencumbered spare engines as of September 30, 2016 .

Fleet

In conjunction with our intention to expand our Mint experience, we amended our purchase agreement with Airbus during July 2016 to add 30 incremental Airbus A321 aircraft scheduled to be delivered between 2017 and 2023. We believe these incremental aircraft will allow us to continue to grow profitably, particularly in the transcontinental market.

In support of our long-term transcontinental plans we currently expect 15 of the incremental 30 Airbus A321 aircraft to be delivered with the current engine option beginning in 2017. Our amendment includes flexibility to take these deliveries in our Mint or all-core configuration. We anticipate the remaining 15 aircraft to be Airbus A321 new engine option (A321neo), scheduled to be delivered beginning in 2020. Starting after June 2019, we would have the option to take any or all of our A321neo deliveries with the Long Range configuration, the A321-LR.

Network

Over the last decade, JetBlue has steadily built a presence in both Boston and Fort Lauderdale-Hollywood to complement our hometown market of New York City. Recently, We announced routes to add to our Focus Cities to include more leisure markets such as Fort Lauderdale-Hollywood to Aruba, more transcontinental markets such as Orlando to Los Angeles, more Mint markets such as JFK to Grenada, and business markets like Boston to Atlanta.

Mint service continues to contribute to improved revenue per available seat mile and operating margin. We expect to launch Mint service from Boston to Los Angeles during the fourth quarter of 2016 and Fort Lauderdale-Hollywood to Los Angeles and San Francisco during the first half of 2017.

During the third quarter of 2016 , we operated the first commercial US flight to Cuba in 50 years with our inaugural flight from Fort Lauderdale-Hollywood to Santa Clara of which we are immensely proud. We expect to launch scheduled service to three new BlueCities in Cuba: Havana, Camagüey, and Holguín during the fourth quarter of 2016 .

We believe JetBlue is uniquely situated to be the carrier of choice to provide scheduled service to Cuba based on our strong presence in Florida, long standing Cuban charter experience and our success in similar destinations such as the Dominican Republic.

Investment in Our Crewmembers

Effective January 1, 2017, profit sharing eligible Crewmembers will receive an 8% raise and a modified profit sharing plan. Beginning with 2017 adjusted pre-tax income, non-management Crewmembers are expected to be eligible to receive profit sharing, calculated as 10% of adjusted pre-tax income before profit sharing and special items up to pre-tax margin of 18% with the result reduced by *Retirement Plus* contributions. If JetBlue's pre-tax margin exceeds 18%, non-management Crewmembers will receive 20% profit sharing above the 18% margin. We believe these changes reflect industry trends and ensure our Crewmember rewards are fair and competitive.

⁽¹⁾ Refer to our "Regulation G Reconciliation" note below for more information on this non-GAAP measure.

Outlook for 2016

For the fourth quarter of 2016, cost per available seat mile, excluding fuel and profit sharing ⁽¹⁾ is expected to increase between 4.5% and 6.5% over the comparable 2015 period, including a negative impact from hurricane Matthew of approximately half a point. In addition, we expect operating capacity to increase between 3.0% and 5.0% over the comparable 2015 period, including a negative impact from hurricane Matthew of approximately half a point.

For the full year 2016, we expect our operating capacity to increase between 8.5% and 9.0% over full year 2015 with the addition of five Airbus A321 aircraft to our operating fleet during the remainder of the year. We expect our cost per available seat mile, excluding fuel and profit sharing ⁽¹⁾, for full year 2016 to increase between 0.0% and 1.5% over full year 2015.

RESULTS OF OPERATIONS

Three Months Ended September 30, 2016 vs. 2015

Overview

We reported net income of \$199 million , an operating income of \$354 million and an operating margin of 20.5% for the three months ended September 30, 2016 . This compares to net income of \$198 million , an operating income of \$351 million and an operating margin of 20.8% for the three months ended September 30, 2015 . Diluted earnings per share were \$0.58 for the third quarter of 2016 compared to \$0.58 for the same period in 2015 .

On-time performance, as defined by the Department of Transportation, or DOT, is arrival within 14 minutes of scheduled arrival time. In the third quarter of 2016 , our systemwide on-time performance was 73.9% compared to 77.8% for the same period in 2015 . Our on-time performance remains challenged by our concentration of operations in the northeast of the U.S., one of the world's most congested airspaces. Our completion factor was 98.9% in the third quarter of 2016 and 99.3% in the same period in 2015 .

Operating Revenues

(Revenues in millions; percent changes based on unrounded numbers)

	Three months ended September 30,		Year-over-Year Change	
	2016	2015	\$	%
Passenger revenue	\$ 1,571	\$ 1,551	\$ 20	1.3
Other revenue	161	136	25	17.9
Total operating revenues	\$ 1,732	\$ 1,687	\$ 45	2.6
Average Fare	\$ 157.87	\$ 167.96	\$ (10.09)	(6.0)
Yield per passenger mile (cents)	13.20	14.02	(0.82)	(5.9)
Passenger revenue per ASM (cents)	11.39	11.96	(0.57)	(4.7)
Operating revenue per ASM (cents)	12.55	13.01	(0.46)	(3.5)
Average stage length (miles)	1,091	1,094	(3)	(0.3)
Revenue passengers (thousands)	9,953	9,237	716	7.7
Revenue passenger miles (millions)	11,905	11,063	842	7.6
Available Seat Miles (ASMs) (millions)	13,796	12,976	820	6.3
Load Factor	86.3%	85.3%		1.0 pts.

Passenger revenue is our primary source of revenue, which includes seat revenue as well as revenue from our ancillary product offerings such as EvenMore™ Space. The increase in passenger revenue of \$20 million , or 1.3% , for the three months ended September 30, 2016 , compared to the same period in 2015 , was primarily attributable to a 7.7% increase in revenue passengers, partially offset by a 6.0% decrease in average fare. The increase in other revenue of \$25 million , or 17.9% , for the three months ended September 30, 2016 , compared to the same period in 2015 , was primarily attributable to the initial performance of the new co-branded credit card.

Operating Expenses

In detail, our operating costs per available seat mile, or ASM, were as follows:

(in millions; per ASM data in cents; percent changes based on unrounded numbers)	Three Months Ended September 30,		Year-over-Year Change		Cents per ASM		
	2016	2015	\$	%	2016	2015	% Change
Aircraft fuel and related taxes	\$ 293	\$ 342	\$ (49)	(14.4)%	2.13	2.63	(19.4)%
Salaries, wages and benefits	421	389	32	8.0	3.05	3.00	1.6
Landing fees and other rents	98	91	7	8.2	0.71	0.70	1.7
Depreciation and amortization	102	84	18	21.0	0.73	0.65	13.8
Aircraft rent	28	30	(2)	(8.5)	0.20	0.23	(13.9)
Sales and marketing	60	69	(9)	(12.1)	0.44	0.53	(17.3)
Maintenance materials and repairs	153	132	21	15.9	1.11	1.02	9.0
Other operating expenses	223	199	24	11.7	1.62	1.54	5.1
Total operating expenses	\$ 1,378	\$ 1,336	\$ 42	3.0 %	9.99	10.30	(3.1)%

Aircraft Fuel and Related Taxes

Aircraft fuel and related taxes decreased by \$49 million, or 14.4%, for the three months ended September 30, 2016 compared to the same period in 2015. The average fuel price for the third quarter 2016 decreased by 20.0% to \$1.48 per gallon. This was partially offset by an increase of 7.0%, or 13 million gallons, in our fuel consumption and a 5.1% increase in the average number of aircraft operating during the third quarter 2016 as compared to the same period in 2015. Settlement of effective fuel hedges included in Aircraft fuel and related taxes during the third quarter of 2016 were gains of \$1 million compared to losses of \$27 million in the same period of 2015.

Salaries, Wages and Benefits

Salaries, wages and benefits increased \$32 million, or 8.0%, for the three months ended September 30, 2016 compared to the same period in 2015, primarily driven by additional headcount. It was our largest expense for the quarter, representing approximately 31% of our total operating expenses.

Depreciation and Amortization

Depreciation and amortization increased \$18 million, or 21.0%, for the three months ended September 30, 2016 compared to the same period in 2015, primarily driven by a 5.1% increase in the average number of aircraft operating during third quarter of 2016 as compared to the same period in 2015.

Maintenance Materials and Repairs

Maintenance materials and repairs increased \$21 million, or 15.9%, for the three months ended September 30, 2016 compared to the same period in 2015, primarily driven by increased flight hours on our engine flight-hour based maintenance repair agreements.

Other Operating Expenses

Other operating expenses increased \$24 million, or 11.7%, for the three months ended September 30, 2016 compared to the same period in 2015, primarily due to an increase in airport and technology services and passenger on-board supplies resulting from an increased number of passengers flown.

Nine Months Ended September 30, 2016 vs. 2015

Overview

We reported net income of \$579 million , an operating income of \$1 billion and an operating margin of 20.4% for the nine months ended September 30, 2016 . This compares to net income of \$487 million , an operating income of \$886 million and an operating margin of 18.4% for the nine months ended September 30, 2015 . Diluted earnings per share were \$1.70 for the nine months ended September 30, 2016 compared to \$1.42 for the same period in 2015 .

Approximately 80% of our operations reside in the heavily populated northeast corridor of the U.S., which includes the New York and Boston metropolitan areas. During the first three months of 2015, a series of winter storms impacted this area, with Boston's Logan Airport experiencing record breaking snowfall totals. We estimate that winter storms reduced our operating income by approximately \$10 million in the first quarter of 2015.

Operating Revenues

(Revenues in millions; percent changes based on unrounded numbers)	Nine Months Ended September 30,		Year-over-Year Change	
	2016	2015	\$	%
Passenger revenue	\$ 4,536	\$ 4,455	\$ 81	1.8
Other revenue	455	367	88	24.0
Total operating revenues	\$ 4,991	\$ 4,822	\$ 169	3.5
Average Fare	\$ 157.88	\$ 170.12	\$ (12.24)	(7.2)
Yield per passenger mile (cents)	13.17	14.30	(1.13)	(7.9)
Passenger revenue per ASM (cents)	11.22	12.16	(0.94)	(7.7)
Operating revenue per ASM (cents)	12.35	13.16	(0.81)	(6.2)
Average stage length (miles)	1,099	1,092	7	0.6
Revenue passengers (thousands)	28,731	26,190	2,541	9.7
Revenue passenger miles (millions)	34,434	31,157	3,277	10.5
Available Seat Miles (ASMs) (millions)	40,421	36,632	3,789	10.3
Load Factor	85.2%	85.1%		0.1 pts.

The increase in passenger revenue of \$81 million , or 1.8% for the nine months ended September 30, 2016 , compared to the same period in 2015 , was primarily attributable to a 9.7% increase in revenue passengers, partially offset by a 7.2% decrease in average fare. The increase in other revenue of \$88 million , or 24.0% , for the nine months ended September 30, 2016 , compared to the same period in 2015 , was primarily attributable to Fare Options bag fees which started at the end of the second quarter of 2015 .

Operating Expenses

In detail, our operating costs per available seat mile, or ASM, were as follows:

(in millions; per ASM data in cents; percent changes based on unrounded numbers)	Nine Months Ended September 30,		Year-over-Year Change		Cents per ASM		
	2016	2015	\$	%	2016	2015	% Change
Aircraft fuel and related taxes	\$ 782	\$ 1,048	\$ (266)	(25.4)%	1.94	2.87	(32.4)%
Salaries, wages and benefits	1,270	1,139	131	11.5	3.14	3.11	1.0
Landing fees and other rents	276	264	12	4.5	0.68	0.72	(5.3)
Depreciation and amortization	289	252	37	14.4	0.71	0.69	3.7
Aircraft rent	84	92	(8)	(9.3)	0.21	0.25	(17.8)
Sales and marketing	197	199	(2)	(0.9)	0.49	0.54	(10.2)
Maintenance materials and repairs	427	371	56	15.1	1.05	1.01	4.3
Other operating expenses	650	571	79	14.0	1.61	1.56	3.3
Total operating expenses	\$ 3,975	\$ 3,936	\$ 39	1.0 %	9.83	10.75	(8.5)%

Aircraft Fuel and Related Taxes

Aircraft fuel and related taxes decreased by \$266 million, or 25.4%, for the nine months ended September 30, 2016 compared to the same period in 2015, and represented approximately 19.7% of our total operating expenses. The decrease was primarily driven by a decline in average fuel cost per gallon from \$2.01 in 2015 to \$1.37 in 2016. Settlement of effective fuel hedges included in Aircraft fuel and related taxes during the nine months ended September 30, 2016 were gains of \$1 million compared to losses of \$93 million during the same period of 2015 also contributed to the decline in average fuel cost per gallon. The decrease in average fuel cost per gallon was partially offset by an increase in fuel consumption of 51 million gallons or 9.8% mainly due to a 5.6% increase in the average number of operating aircraft in 2016 compared to 2015 as well as a 7.2% increase in departures.

Salaries, Wages and Benefits

Salaries, wages and benefits increased \$131 million, or 11.5%, for the nine months ended September 30, 2016 compared to the same period in 2015. The primary drivers were an increase in profit sharing which is based on adjusted pre-tax income as well as additional headcount. Our average number of full-time equivalent employees in the nine months ended September 30, 2016 increased by 7.7% compared to the same period in 2015.

Depreciation and Amortization

Depreciation and amortization increased \$37 million, or 14.4%, for the nine months ended September 30, 2016 compared to the same period in 2015, primarily driven by a 5.6% increase in the average number of aircraft operating during the nine months ended September 30, 2016 compared to the same period 2015.

Maintenance Materials and Repairs

Maintenance materials and repairs increased \$56 million, or 15.1%, for the nine months ended September 30, 2016 compared to the same period in 2015, primarily driven by increased flight hours on our engine flight-hour based maintenance repair agreements and by the number of airframe heavy maintenance repairs.

Other Operating Expenses

Other operating expenses increased \$79 million, or 14.0%, for the nine months ended September 30, 2016 compared to the same period in 2015, primarily due to an increase in airport services and passenger on-board supplies resulting from an increased number of passengers flown. Other operating expenses for the nine months ended September 30, 2016 and 2015 include a \$4 million gain related to the sale of an engine and a \$9 million gain related to an insurance recovery for a damaged engine, respectively.

The following table sets forth our operating statistics for the three and nine months ended September 30, 2016 and 2015 :

	Three Months Ended September 30,		Year-over-Year Change	Nine Months Ended September 30,		Year-over-Year Change
	2016	2015	%	2016	2015	%
<i>(percent changes based on unrounded numbers)</i>						
Operational Statistics						
Revenue passengers (thousands)	9,953	9,237	7.7	28,731	26,190	9.7
Revenue passenger miles (RPMs) (millions)	11,905	11,063	7.6	34,434	31,157	10.5
Available seat miles (ASMs) (millions)	13,796	12,976	6.3	40,421	36,632	10.3
Load factor	86.3%	85.3%	1.0 pts	85.2%	85.1%	0.1 pts
Aircraft utilization (hours per day)	12.2	12.2	—	12.2	12.0	1.7
Average fare	\$ 157.87	\$ 167.96	(6.0)	\$ 157.88	\$ 170.12	(7.2)
Yield per passenger mile (cents)	13.20	14.02	(5.9)	13.17	14.30	(7.9)
Passenger revenue per ASM (cents)	11.39	11.96	(4.7)	11.22	12.16	(7.7)
Operating revenue per ASM (cents)	12.55	13.01	(3.5)	12.35	13.16	(6.2)
Operating expense per ASM (cents)	9.99	10.30	(3.1)	9.83	10.75	(8.5)
Operating expense per ASM, excluding fuel and related taxes (cents)	7.86	7.67	2.5	7.89	7.88	0.2
Operating expense per ASM, excluding fuel, profit sharing and related taxes (cents) ⁽¹⁾	7.53	7.31	3.1	7.55	7.59	(0.4)
Departures	86,801	82,989	4.6	253,325	236,370	7.2
Average stage length (miles)	1,091	1,094	(0.3)	1,099	1,092	0.6
Average number of operating aircraft during period	219.6	209.0	5.1	217.8	206.3	5.6
Average fuel cost per gallon, including fuel taxes	\$ 1.48	\$ 1.85	(20.0)	\$ 1.37	\$ 2.01	(32.0)
Fuel gallons consumed (millions)	198	185	7.0	573	522	9.8
Average number of full-time equivalent crewmembers				15,521	14,418	7.7

(1) Refer to our “Regulation G Reconciliation” note below for more information on this non-GAAP measure.

Although we experienced revenue growth throughout 2015 as well as in the first nine months of 2016 , this trend may not continue. Except for the uncertainty related to the direction of fuel prices, we expect our expenses to continue to increase as we acquire additional aircraft, as our fleet ages and as we expand the frequency of flights in existing markets as well as enter into new markets. In addition, we expect our operating results to significantly fluctuate from quarter-to-quarter in the future as a result of various factors, many of which are outside of our control. Consequently, we believe quarter-to-quarter comparisons of our operating results may not necessarily be meaningful; you should not rely on our results for any one quarter as an indication of our future performance.

LIQUIDITY AND CAPITAL RESOURCES

The airline business is capital intensive. Our ability to successfully execute our growth plans is largely dependent on the continued availability of capital on attractive terms. In addition, our ability to successfully operate our business depends on maintaining sufficient liquidity. We believe we have adequate resources from a combination of cash and cash equivalents, investment securities on hand and two available lines of credit. Additionally, as of September 30, 2016 , we had 70 unencumbered aircraft and 32 unencumbered spare engines which we believe could be an additional source of liquidity, if necessary.

We believe a healthy liquidity position is crucial to our ability to weather any part of the economic cycle while continuing to execute on our plans for profitable growth and increased returns. Our goal is to continue to be diligent with our liquidity, maintaining financial flexibility and allowing for prudent capital spending.

At September 30, 2016 , we had unrestricted cash and cash equivalents of \$873 million and short-term investments of \$581 million . We believe our current level of unrestricted cash, cash equivalents and short-term investments of approximately 22% of trailing twelve months revenue, combined with our available lines of credit and portfolio of unencumbered assets provides us with a strong liquidity position and the potential for higher returns on cash deployment.

Analysis of Cash Flows

Operating Activities

We rely primarily on operating cash flows to provide working capital for current and future operations. Cash flows from operating activities were \$1.3 billion for the nine months ended September 30, 2016 and 2015 . Higher earnings, principally driven by a reduction in aircraft fuel expenses and higher passenger revenue, partially offset by higher profit sharing, contributed to our growth in operating cash flows.

Investing Activities

During the nine months ended September 30, 2016 , capital expenditures related to our purchase of flight equipment included \$296 million related to the purchase of seven Airbus A321 aircraft, \$67 million in work-in-progress relating to flight equipment, \$118 million for flight equipment deposits, and \$12 million for spare part purchases. Other property and equipment capital expenditures also included ground equipment purchases and facilities improvements for \$105 million.

During the nine months ended September 30, 2015 , capital expenditures related to our purchase of flight equipment included \$325 million related to the purchase of eight Airbus A321 aircraft, \$59 million for flight equipment deposits, \$53 million in work-in-progress relating to flight equipment, and \$24 million for spare part purchases. Other property and equipment capital expenditures also included ground equipment purchases and facilities improvements for \$91 million. Investing activities also included the net purchase of \$213 million of investment securities.

Financing Activities

Financing activities for the nine months ended September 30, 2016 primarily consisted of the scheduled maturities of \$148 million relating to debt and capital lease obligations.

Financing activities for the nine months ended September 30, 2015 consisted of the scheduled maturities of \$148 million relating to debt and capital lease obligations, prepayment of \$52 million of outstanding principal relating to seven Airbus A320 aircraft as well as the outstanding balance of \$32 million on a special facility revenue bond for JFK that was issued by the New York City Industrial Development Agency in December 2006. In addition, we acquired \$164 million in treasury shares of which \$150 million related to our accelerated share repurchase, or ASR, in June 2015. During the period, we realized \$68 million in proceeds from the issuance of stock related to employee share-based compensation.

Working Capital

We had a working capital deficit of \$497 million and \$902 million at September 30, 2016 and December 31, 2015, respectively. Working capital deficits can be customary in the airline industry because air traffic liability is classified as a current liability. Our working capital deficit decreased by \$405 million due to several factors, primarily due to an overall increase in our cash balances.

We expect to meet our obligations as they become due through available cash, investment securities and internally generated funds, supplemented as necessary by financing activities which may be available to us. We expect to generate positive working capital through our operations. However, we cannot predict what the effect on our business might be from the extremely competitive environment in which we operate or from events beyond our control, such as volatile fuel prices, economic conditions, weather-related disruptions, airport infrastructure challenges, the spread of infectious diseases, the impact of other airline bankruptcies, restructurings or consolidations, U.S. military actions or acts of terrorism. We believe the working capital available to us will be sufficient to meet our cash requirements for at least the next 12 months.

Our scheduled debt maturities are expected to peak at \$444 million for the full year 2016. As part of our efforts to effectively manage our balance sheet and improve Return on Invested Capital, or ROIC, we expect to continue to actively manage our debt balances. Our approach to debt management includes managing the mix of fixed and floating rate debt, annual maturities of debt and the weighted average cost of debt. We intend to continue to opportunistically pre-pay outstanding debt when market conditions and terms are favorable as well as when excess liquidity is available. Additionally, our unencumbered assets allow some flexibility in managing our cost of debt and capital requirements.

Contractual Obligations

Our noncancelable contractual obligations at September 30, 2016 , include the following (in millions):

	Payments due in						
	Total	2016	2017	2018	2019	2020	Thereafter
Debt and capital lease obligations ⁽¹⁾	\$ 1,960	\$ 323	\$ 245	\$ 243	\$ 254	\$ 208	\$ 687
Lease commitments	1,381	47	181	174	146	123	710
Flight equipment purchase obligations	8,321	252	1,066	897	1,345	1,571	3,190
Other obligations ⁽²⁾	3,931	598	607	609	637	461	1,019
Total	\$ 15,593	\$ 1,220	\$ 2,099	\$ 1,923	\$ 2,382	\$ 2,363	\$ 5,606

(1) Includes actual interest and estimated interest for floating-rate debt based on September 30, 2016 rates

(2) Amounts include noncancelable commitments for the purchase of goods and services

As of September 30, 2016 , we are in compliance with the covenants of our debt and lease agreements. We have approximately \$34 million of restricted cash pledged under standby letters of credit related to certain leases that will expire at the end of the related lease terms.

As of September 30, 2016 , we operated a fleet of 32 Airbus A321 aircraft, 130 Airbus A320 aircraft and 60 EMBRAER 190 aircraft. Of our fleet, 162 are owned by us, of which 70 are unencumbered, 54 are leased under operating leases and six are leased under capital leases. As of September 30, 2016 , the average age of our operating fleet was 8.8 years and our firm aircraft order was as follows:

Year	Airbus A320neo	Airbus A321	Airbus A321neo	Embraer 190	Total
2016	—	5	—	—	5
2017	—	15	—	—	15
2018	—	8	3	—	11
2019	—	3	18	—	21
2020	6	—	12	10	28
2021	16	—	4	7	27
2022	3	—	17	7	27
2023	—	—	6	—	6
Total	25	31	60	24	140

In July 2016 we finalized two lease agreements to receive two additional Airbus A321 aircraft which we expect to be delivered during the fourth quarter of 2016 .

Committed expenditures for our firm aircraft and spare engines include estimated amounts for contractual price escalations and predelivery deposits. We expect to meet our predelivery deposit requirements for our aircraft by paying cash or by using short-term borrowing facilities for deposits required six to 24 months prior to delivery. Any predelivery deposits paid by the issuance of notes are fully repaid at the time of delivery of the related aircraft.

Dependent on market conditions, we anticipate paying cash for the remainder of our firm aircraft deliveries in 2016. For deliveries after 2016, although we believe debt and/or lease financing should be available to us, we cannot give any assurance that we will be able to secure financing on attractive terms, if at all. While these financings may or may not result in an increase in liabilities on our balance sheet, our fixed costs will increase regardless of the financing method ultimately chosen. To the extent we cannot secure financing on terms we deem attractive, we may be required to pay in cash, further modify our aircraft acquisition plans or incur higher than anticipated financing costs.

Capital expenditures for non-aircraft such as facility improvements, spare parts and aircraft improvements are expected to be between approximately \$150 million and \$200 million for the full year 2016 .

Off-Balance Sheet Arrangements

None of our operating lease obligations are reflected on our balance sheet. Although some of our aircraft lease arrangements are with variable interest entities, as defined by the *Consolidations* topic of the Codification, none of them require consolidation in our financial statements. Our decision to finance these aircraft through operating leases rather than through debt was based on an analysis of the cash flows and tax consequences of each financing alternative and a consideration of liquidity implications. We are responsible for all maintenance, insurance and other costs associated with operating these aircraft; however, we have not made any residual value or other guarantees to our lessors.

We have determined that we hold a variable interest in, but are not the primary beneficiary of, certain pass-through trusts. The beneficiaries of these pass-through trusts are the purchasers of equipment notes issued by us to finance the acquisition of aircraft. They maintain liquidity facilities whereby a third party agrees to make payments sufficient to pay up to 18 months of interest on the applicable certificates if a payment default occurs.

We have also made certain guarantees and indemnities to other unrelated parties that are not reflected on our balance sheet, which we believe will not have a significant impact on our results of operations, financial condition or cash flows. We have no other off-balance sheet arrangements.

Critical Accounting Policies and Estimates

There have been no material changes to our critical accounting policies and estimates from the information provided in Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations-Critical Accounting Policies and Estimates included in our 2015 Form 10-K.

Forward-Looking Information

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, or the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act, which represent our management's beliefs and assumptions concerning future events. When used in this document and in documents incorporated herein by reference, the words "expects," "plans," "anticipates," "indicates," "believes," "forecast," "guidance," "outlook," "may," "will," "should," "seeks," "targets" and similar expressions are intended to identify forward-looking statements. Forward-looking statements involve risks, uncertainties and assumptions, and are based on information currently available to us. Actual results may differ materially from those expressed in the forward-looking statements due to many factors, including, without limitation, our extremely competitive industry; volatility in financial and credit markets which could affect our ability to obtain debt and/or lease financing or to raise funds through debt or equity issuances; volatility in fuel prices, maintenance costs and interest rates; our ability to implement our growth strategy; our significant fixed obligations and substantial indebtedness; our ability to attract and retain qualified personnel and maintain our culture as we grow; our reliance on high daily aircraft utilization; our dependence on the New York and Boston metropolitan markets and the effect of increased congestion in these markets; our reliance on automated systems and technology; our being subject to potential unionization, work stoppages, slowdowns or increased labor costs; our reliance on a limited number of suppliers; our presence in some international emerging markets that may experience political or economic instability or may subject us to legal risk; reputational and business risk from information security breaches or cyber-attacks; changes in or additional government regulation; changes in our industry due to other airlines' financial condition; acts of war or terrorist attacks; global economic conditions or an economic downturn leading to a continuing or accelerated decrease in demand for domestic and business air travel; the spread of infectious diseases; adverse weather conditions or natural disasters; and external geopolitical events and conditions. It is routine for our internal projections and expectations to change as the year or each quarter in the year progresses, and therefore it should be clearly understood that the internal projections, beliefs and assumptions upon which we base our expectations may change prior to the end of each quarter or year.

Given the risks and uncertainties surrounding forward-looking statements, you should not place undue reliance on these statements. You should understand that many important factors, in addition to those discussed or incorporated by reference in this Report, could cause our results to differ materially from those expressed in the forward-looking statements. Potential factors that could affect our results include, in addition to others not described in this Report, those described in Item 1A of our 2015 Form 10-K under "Risks Related to JetBlue" and "Risks Associated with the Airline Industry" and our other filings with the SEC. In light of these risks and uncertainties, the forward-looking events discussed in this Report might not occur.

Where You Can Find Other Information

Our website is *www.jetblue.com* . Information contained on our website is not incorporated into this Report. Information we furnish or file with the SEC, including our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and any amendments to or exhibits included in these reports are available for download, free of charge, on our website soon after such reports are filed with or furnished to the SEC. Our SEC filings, including exhibits filed therewith, are also available at the SEC's website at *www.sec.gov* . You may obtain and copy any document we furnish or file with the SEC at the SEC's public reference room at 100 F Street, NE, Room 1580, Washington, D.C. 20549. You may obtain information on the operation of the SEC's public reference facilities by calling the SEC at 1-800-SEC-0330. You may request copies of these documents, upon payment of a duplicating fee, by writing to the SEC at its principal office at 100 F Street, NE, Room 1580, Washington, D.C. 20549.

REGULATION G RECONCILIATION OF NON-GAAP FINANCIAL MEASURES

We sometimes use non-GAAP measures that are derived from the consolidated financial statements, but that are not presented in accordance with generally accepted accounting principles in the U.S., or GAAP. We believe these non-GAAP measures provide a meaningful comparison of our results to others in the airline industry and our prior year results. Investors should consider these non-GAAP financial measures in addition to, and not as a substitute for, our financial performance measures prepared in accordance with GAAP. Further, our non-GAAP information may be different from the non-GAAP information provided by other companies.

Operating Expenses per Available Seat Mile, excluding fuel, profit sharing and related taxes

Operating expenses per available seat mile, or CASM, is a common metric used in the airline industry. Our CASM for the periods are summarized in the table below. We exclude aircraft fuel, profit sharing, and related taxes from operating expenses to determine CASM ex-fuel and profit sharing. We believe that CASM ex-fuel and profit sharing provides investors the ability to measure financial performance excluding items beyond our control, such as (i) fuel costs, which are subject to many economic and political factors beyond our control, and (ii) profit sharing, which is sensitive to volatility in earnings. We believe this non-GAAP measure is more indicative of our ability to manage costs and is more comparable to measures reported by other major airlines. We are unable to reconcile such projected CASM ex-fuel and profit sharing as the nature or amount of excluded items are only estimated at this time.

	Reconciliation of Operating Expense per ASM, excluding fuel, profit sharing and related taxes							
	Three Months Ended September 30,				Nine Months Ended September 30,			
	2016		2015		2016		2015	
<i>(in millions; per ASM data in cents; percentages based on unrounded numbers)</i>	\$	per ASM	\$	per ASM	\$	per ASM	\$	per ASM
Total operating expenses	\$ 1,378	9.99	\$ 1,336	10.30	3,975	9.83	3,936	10.75
Less: Aircraft fuel and related taxes	293	2.13	342	2.63	782	1.94	1,048	2.87
Operating expenses, excluding fuel and related taxes	1,085	7.86	994	7.67	3,193	7.89	2,888	7.88
Less: Profit sharing and related taxes	46	0.33	47	0.36	137	0.34	107	0.29
Operating expenses, excluding fuel, profit sharing and related taxes	\$ 1,039	7.53	\$ 947	7.31	3,056	7.55	2,781	7.59

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

There have been no material changes in market risks from the information provided in Item 7A. Quantitative and Qualitative Disclosures About Market Risk included in our 2015 Form 10-K, except as follows:

Aircraft Fuel

Our results of operations are affected by changes in the price and availability of aircraft fuel. Market risk is estimated as a hypothetical 10% increase in the September 30, 2016 cost per gallon of fuel. Based on projected fuel consumption for the next 12 months, including the impact of our hedging position, such an increase would result in an increase to aircraft fuel expense of approximately \$120 million. As of September 30, 2016 we had hedged approximately 12% and 10% of our projected 2016 and 2017 fuel requirements, respectively. All fuel hedge contracts existing at September 30, 2016 settle by December 31, 2017. The financial derivative instrument agreements we have with our counterparties may require us to fund all, or a portion of, outstanding loss positions related to these contracts prior to their scheduled maturities. The amount of collateral posted, if any, is periodically adjusted based on the fair value of the hedge contracts. Refer to Note 8 in our unaudited condensed consolidated financial statements, included in Part I, Item 1 of this Report, for additional information.

Interest

Our earnings are affected by changes in interest rates due to the impact those changes have on interest expense from variable-rate debt instruments and on interest income generated from our cash and investment balances. The interest rate is fixed for \$1.3 billion of our debt and capital lease obligations, with the remaining \$0.4 billion having floating interest rates. As of September 30, 2016, if interest rates were on average 100 basis points higher in 2016 our annual interest expense would increase by approximately \$4 million. This is determined by considering the impact of the hypothetical change in interest rates on our variable rate debt and capital leases.

If interest rates were to average 10% lower in 2016 than they did during 2015, our interest income from cash and investment balances would remain relatively constant. These amounts are determined by considering the impact of the hypothetical interest rates on our cash equivalents and investment securities balances at September 30, 2016 and December 31, 2015.

Convertible Debt

As of September 30, 2016, our \$86 million aggregate principal amount of convertible debt had an estimated fair value of \$304 million, based on an assumed conversion of the debt and the quoted market price of our common stock. On September 16, 2016, we made a mandatory offer to repurchase the remaining holdings of approximately \$86 million in principal amount which closed on October 17, 2016.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures (as defined in Rule 13a-15(e) and Rule 15d-15(e) under the Exchange Act) that are designed to ensure that information required to be disclosed by us in reports that we file under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and that such information required to be disclosed by us in reports that we file under the Exchange Act is accumulated and communicated to our management, including our Chief Executive Officer, or CEO, and our Chief Financial Officer, or CFO, to allow timely decisions regarding required disclosure. Management, with the participation of our CEO and CFO, performed an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures as of September 30, 2016. Based on that evaluation, our CEO and CFO concluded that our disclosure controls and procedures were effective as of September 30, 2016.

Changes in Internal Control Over Financial Reporting

There were no changes in the Company's internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) identified in connection with the evaluation of our controls performed during the fiscal quarter ended September 30, 2016, that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

In the ordinary course of our business we are party to various legal proceedings and claims which we believe are incidental to the operation of our business. Refer to Note 5 in our unaudited condensed consolidated financial statements included in Part I, Item 1 of this Report for additional information.

Item 1A. RISK FACTORS

Item 1A Risk Factors contained in our 2015 Form 10-K, includes a discussion of our risk factors which are incorporated herein. There were no material changes from the risk factors associated with our business previously disclosed in Part I, Item 1A "Risk Factors" of our 2015 Form 10-K.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

In September 2015, the Board of Directors authorized a three-year repurchase program starting January 1, 2016 , of up to \$250 million worth of shares. No shares were repurchased during the third quarter of 2016 .

ITEM 6. EXHIBITS

Exhibits: See accompanying Exhibit Index included after the signature page of this Report for a list of the exhibits filed or furnished with this Report.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

JETBLUE AIRWAYS CORPORATION

(Registrant)

Date: October 28, 2016

By: /s/ Alexander Chatkewitz
Vice President, Controller, and Chief Accounting Officer (Principal Accounting Officer)

EXHIBIT INDEX

Exhibit Number	Exhibit
10.1 ⁽¹⁾	Amendment No. 3 to Airbus A320 Family Purchase Agreement, dated as of July 26, 2016, between Airbus S.A.S. and JetBlue Airways Corporation
10.2 ⁽¹⁾	Amendment No. 4 to Airbus A320 Family Purchase Agreement, dated as of July 26, 2016, between Airbus S.A.S. and JetBlue Airways Corporation, including Amended and Restated Letter Agreements 1, 2, 3 and 6 and Letter Agreement 9, each dated as of the same date
10.3 ⁽¹⁾	Amendment No. 5 to Airbus A320 Family Purchase Agreement, dated as of August 9, 2016, between Airbus S.A.S. and JetBlue Airways Corporation
10.4	Senior Advisor Agreement, dated September 13, 2016, between JetBlue Airways Corporation and Mark D. Powers.
12.1	Computation of Ratio of Earnings to Fixed Charges
31.1	Rule 13a-14(a)/15d-14(a) Certification of the Chief Executive Officer
31.2	Rule 13a-14(a)/15d-14(a) Certification of the Chief Financial Officer
32	Certification Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, furnished herewith
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Labels Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document
(1)	In accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended, portions of this agreement were omitted and a complete copy of this agreement has been provided to the Securities and Exchange Commission pursuant to the Company's Confidential Treatment Request.

AMENDMENT NO. 3

to the A320 Family Aircraft Purchase Agreement

Dated as of October 19, 2011

Between

AIRBUS S.A.S.

And

JETBLUE AIRWAYS CORPORATION

This Amendment No. 3 (hereinafter referred to as the “ **Amendment** ”) is entered into as of July 26, 2016 between Airbus S.A.S. a *société par actions simplifiée*, created and existing under French law, having its registered office at 1 Rond-Point Maurice Bellonte, 31707 Blagnac-Cedex, France and registered with Toulouse Registre du Commerce under number RCS Toulouse 383 474 814 (the “ **Seller** ”) and JetBlue Airways Corporation, a corporation organized under the laws of Delaware having its principal corporate offices at 27-01 Queens Plaza North, Long Island City, New York 11101 (formerly 118-29 Queens Boulevard, Forest Hills, New York 11375), United States of America (the “ **Buyer** ”).

WHEREAS, the Buyer and the Seller entered into an A320 Family Purchase Agreement dated as of October 19, 2011, relating to the sale by the Seller and the purchase by the Buyer of certain firmly ordered Airbus A320 family aircraft, which together with all amendments, exhibits, appendices, and letter agreements attached thereto is hereinafter called the “ **Agreement** ”.

WHEREAS, the Buyer and the Seller wish to amend the Agreement to reflect certain terms relating to aircraft specification and delivery.

NOW THEREFORE, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN, IT IS AGREED AS FOLLOWS:

***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

The capitalized terms used herein and not otherwise defined in this Amendment will have the meanings assigned to them in the Agreement. Except as used within quoted text, the terms “herein”, “hereof”, and “hereunder” and words of similar import refer to this Amendment.

1. AIRCRAFT SPECIFICATIONS

1.1 Clause 0 of the Agreement is hereby amended to modify, add or replace the following quoted terms:

QUOTE

A319 NEO Standard Specification means the A319-100N standard specification document Number J.000.01000N Issue 1, dated 1st July 2014, a copy of which has been annexed hereto as Exhibit A.

A320 NEO Aircraft – any and all of the firmly ordered A320-200 NEO model aircraft to be sold by the Seller and purchased by the Buyer pursuant to this Agreement, including A320 NEO Airframe and all components, equipment, parts and accessories installed in or on such aircraft and the applicable A320 NEO Propulsion System installed thereon upon Delivery.

A320 NEO Standard Specification means the A320-200N standard specification document Number D.000.02000N Issue 1 dated 21st December 2013, a copy of which has been annexed hereto as Exhibit A.

A321 NEO Standard Specification means either (i) for A321 NEO type aircraft scheduled to deliver prior to [***] the A321-200N standard specification document Number E.000.02000N Issue 1 dated 23rd December 2014, a copy of which has been annexed hereto as Exhibit A or (ii) for A321 NEO type aircraft scheduled to deliver in or after [***] the A321 NEO ACF standard specification number E.000.02000NX Issue 1 dated 22nd April 2016, a copy of which has been annexed hereto as Exhibit A.

Sharklets - a large wingtip device designed to enhance the eco-efficiency, fuel burn efficiency and payload range performance of the A320 family aircraft.

Standard Specification means individually or collectively the A320 Standard Specification, the A321 Standard Specification, the A319 NEO Standard Specification, the A320 NEO Standard Specification or the A321 NEO Standard Specification, as applicable.

UNQUOTE

Clause 0 of the Agreement is hereby amended to delete the following quoted terms:

Irrevocable SCNs

New Engine Option or NEO

1.2 Clause 2.1.2 of the Agreement is hereby deleted and replaced by the following quoted text:

QUOTE

[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

2.1.2 NEO Aircraft Specification

Each of the NEO Aircraft shall be manufactured in accordance with the applicable Standard Specification(s), as may already have been modified or varied at the date of this Agreement by the Specification Change Notices listed in Appendix 2 to Exhibit B, and including the following design weights:

- (i) A319 NEO Standard Specification: MTOW of [***] metric tons, MLW of [***] metric tons and MZFW of [***] metric tons, and
- (ii) A320 NEO Standard Specification: MTOW of [***] metric tons, MLW of [***] metric tons and MZFW of [***] metric tons, and
- (iii) A321 NEO Standard Specification: MTOW of [***] metric tons, MLW of [***] metric tons and MZFW of [***] metric tons.

UNQUOTE

- 1.3 Clauses 3.1.3, 3.1.4, 3.1.9, 3.1.10, 3.1.11 and 3.1.12 of the Agreement are hereby deleted and replaced by the following quoted text:

QUOTE

3.1.3 The “**Base Price of the A320 NEO Airframe**” is the sum of the following base prices :

- (i) the base price of the A320 NEO Airframe as defined in the A320 NEO Standard Specification (excluding Buyer Furnished Equipment), including nacelles and thrust reversers, which is:

USD \$[***]

(US Dollars – [***])

- (ii) INTENTIONALLY LEFT BLANK

- (iii) the sum of the base prices of any and all additional SCNs set forth in Exhibit B4, which is:

USD \$[***]

(US Dollars – [***]) and

- (iv) the base price of the Master Charge Engine, which is applicable if a CFM LEAP Propulsion System is selected, which is:

USD \$[***]

(US Dollars – [***])

[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

3.1.4 The A320 NEO Airframe Base Price has been established in accordance with the average economic conditions prevailing in A320 Family Base Period.

UNQUOTE

QUOTE

3.1.9 The “ **Base Price of the A319 NEO Airframe**” is the sum of the following base prices:

- (i) the base price of the A319 NEO Airframe as defined in the A319 Standard Specification (excluding Buyer Furnished Equipment), including nacelles and thrust reversers, which is:
USD \$[***]

(US Dollars – [***])
- (ii) INTENTIONALLY LEFT BLANK
- (iii) the sum of the base prices of any and all additional SCNs set forth in Appendix 3 to Letter Agreement No. 3 of the Agreement, which is:

USD \$[***]

(US Dollars – [***]), and
- (iv) the base price of the Master Charge Engine, which is applicable if a CFM LEAP Propulsion System is selected, which is:

USD \$[***] (US Dollars – [***]).

3.1.10 The A319 NEO Airframe Base Price has been established in accordance with the average economic conditions prevailing in the A320 Family Base Period.

3.1.11 The “ **Base Price of the A321 NEO Airframe** ” is the sum of the following base prices :

- (i) the base price of the A321 NEO Airframe as defined in the A321 Standard Specification (excluding Buyer Furnished Equipment), including nacelles and thrust reversers, which is:

USD \$[***]

(US Dollars – [***]),
- (ii) INTENTIONALLY LEFT BLANK
- (iii) the sum of the base prices of any and all additional SCNs set forth in Appendix 4 to Letter Agreement No. 3 of the Agreement, which is:

USD \$[***]

(US Dollars – [***]), and

[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

(iv) the base price of the Master Charge Engine, which is applicable if a CFM LEAP Propulsion System is selected, which is:
USD \$[***] (US Dollars – [***]).

3.1.12 The A321 NEO Airframe Base Price has been established in accordance with the average economic conditions prevailing in the A320 Family Base Period.

UNQUOTE

1.4 Clause 1 of Letter Agreement No. 5C is hereby deleted and replaced by the following quoted text:

QUOTE

1 **AIRCRAFT CONFIGURATION**

The guarantees defined in Clauses 2 and 3 below (the “**Guarantees**”) are applicable to the Aircraft as described in the A320 NEO Standard Specification D.000.02000N Issue 1 dated 21st December 2013 as amended by SCNs for:

- i) installation of CFM International LEAP-1A26 engines
- ii) the following design weights:

Maximum Take-Off Weight (MTOW) [***] kg ([***] lb)
Maximum Landing Weight (MLW) [***] kg ([***] lb)
Maximum Zero Fuel Weight (MZFW) [***] kg ([***] lb)

hereinafter referred to as the “**Specification**” without taking into account any further changes thereto as provided in the Agreement.

UNQUOTE

1.5 Clause 1 of Letter Agreement No. 5D is hereby deleted and replaced by the following quoted text:

QUOTE

1 **AIRCRAFT CONFIGURATION**

The guarantees defined in Clauses 2 and 3 below (the “**Guarantees**”) are applicable to the Aircraft as described in the A320 NEO Standard Specification D.000.02000N Issue 1 dated 21st December 2013 as amended by SCNs for:

- i) installation of IAE LLC PW1127G-JM engines
- ii) the following design weights:

Maximum Take-Off Weight (MTOW) [***] kg ([***] lb)
Maximum Landing Weight (MLW) [***] kg ([***] lb)
Maximum Zero Fuel Weight (MZFW) [***] kg ([***] lb)

[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

hereinafter referred to as the “ **Specification** ” without taking into account any further changes thereto as provided in the Agreement.

UNQUOTE

1.6 Clause 1 of Letter Agreement No. 5E is hereby deleted and replaced by the following quoted text:

QUOTE

1 **AIRCRAFT CONFIGURATION**

The guarantees defined in Clauses 2 and 3 below (the “ **Guarantees** ”) are applicable to the Aircraft as described in the A321 NEO Standard Specification E.000.02000N Issue 1 dated 23rd December 2014 as amended by SCNs for:

i) installation of CFM International LEAP-1A32 engines

ii) the following design weights:

Maximum Take-Off Weight (MTOW) [***] kg ([***] lb)

Maximum Landing Weight (MLW) [***] kg ([***] lb)

Maximum Zero Fuel Weight (MZFW) [***] kg ([***] lb)

iii) [***]

hereinafter referred to as the “ **Specification** ” without taking into account any further changes thereto as provided in the Agreement.

UNQUOTE

1.7 Clause 1 of Letter Agreement No. 5F is hereby deleted and replaced by the following quoted text:

QUOTE

1 **AIRCRAFT CONFIGURATION**

The guarantees defined in Clauses 2 and 3 below (the “ **Guarantees** ”) are applicable to the Aircraft as described in the A321 NEO Standard Specification E.000.02000N Issue 1 dated 23rd December 2014 as amended by SCNs for:

i) installation of IAE LLC PW1133G-JM engines

ii) the following design weights:

Maximum Take-Off Weight (MTOW) [***] kg ([***] lb)

Maximum Landing Weight (MLW) [***] kg ([***] lb)

Maximum Zero Fuel Weight (MZFW) [***] kg ([***] lb)

iii) [***]

[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

hereinafter referred to as the “ **Specification** ” without taking into account any further changes thereto as provided in the Agreement.

UNQUOTE

2. DELIVERY

Clause 9.2.2 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

The Seller will deliver and transfer title to each of the Aircraft to the Buyer free and clear of all encumbrances (except for any liens or encumbrances created by or on behalf of the Buyer) provided that the Balance of the Final Price of such Aircraft has been paid by the Buyer pursuant to Clause 5.4 and that the Certificate of Acceptance has been signed and delivered to the Seller pursuant to Clause 8.3. The Seller will provide the Buyer with a bill of sale either in the form of Exhibit E-1 if the Delivery Location is Mobile, Alabama, or in the form of Exhibit E-2 if the Delivery Location is anywhere other than Mobile, Alabama (the “ **Bill of Sale** ”) and/or such other documentation confirming transfer of title and receipt of the Final Price of the Aircraft as may reasonably be requested by the Buyer. Title to and risk of loss of or damage to the Aircraft will pass to the Buyer contemporaneously with the delivery by the Seller to the Buyer of such Bill of Sale. If Mobile, Alabama is the Delivery Location, the Seller will provide the Buyer with a warranty from Airbus S.A.S. in the form of Exhibit I.

UNQUOTE

3. CERTIFICATE OF ACCEPTANCE

Clause 8.3 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

Upon [***] completion of the Technical Acceptance Process, the Buyer will, on or before the Delivery Date, sign and deliver to the Seller a certificate of acceptance in respect of each Aircraft either in the form of Exhibit D-1 if the Delivery Location is Mobile, Alabama, or in the form of Exhibit D-2 if the Delivery Location is anywhere other than Mobile, Alabama (the “ **Certificate of Acceptance** ”).

UNQUOTE

4. BUYER FURNISHED EQUIPMENT

4.1 The last sentence of Clause 18.1.2.2 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

The Buyer will also provide, when requested by the Seller, at the Airbus Operations S.A.S. facility in Toulouse, France, the Airbus Operations GmbH Division Hamburger Flugzeugbau facility in Hamburg, Germany, and/or the Airbus Americas Inc. facility in Mobile, Alabama, adequate field

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service including support from BFE Suppliers to act in a technical advisory capacity to the Seller in the installation, calibration and possible repair of any BFE.

UNQUOTE

4.2 Clause 18.1.4 of the Agreement is renumbered as Clause 18.1.4(a).

4.3 New Clauses 18.1.4(b) and 18.1.4(c) are added to the Agreement after Clause 18.1.4(a) as set forth in the following quoted text:

QUOTE

(b) BFE delivered to the Seller's Affiliate in Mobile, Alabama, as may be specified by the Seller pursuant to Clause 18.1.4(a), will be shipped according to the Incoterms 2010 "[***]" to:

Airbus Logistics Center
320 Airbus Way
Mobile AL 36615

(c) The Buyer acknowledges and agrees that, under the provisions of this Clause 18.1.4, the Buyer is the importer of record of BFE and, as such, is responsible for ensuring that all BFE shipments are compliant with United States customs regulations. Without prejudice to the foregoing, certain BFE for Aircraft delivering out of Mobile, Alabama shall be delivered to the Seller's facilities in Europe for, inter alia, integration into other equipment and the Buyer shall in such cases be responsible for ensuring that the Seller can comply with all United States customs regulations at the time of shipment of such BFE from Europe to Mobile, Alabama.

UNQUOTE

5. EXHIBIT D – Form of Certificate of Acceptance

Exhibit D is deleted in its entirety and replaced with Exhibits D-1 and D-2 attached hereto as Attachments A and B.

6. EXHIBIT E – Form of Bill of Sale

Exhibit E is deleted in its entirety and replaced with Exhibits E-1 and E-2 attached hereto as Attachments C and D.

7. EXHIBIT I – Form of Airbus S.A.S. Warranty

Exhibit I attached hereto as Attachment E is hereby added to the Agreement.

8. INTENTIONALLY LEFT BLANK

9. CUSTOMIZATION EXHIBITS

Exhibit A is deleted in its entirety and replaced with Exhibit A attached hereto as Attachment F.

Exhibit B4 is deleted in its entirety and replaced with Exhibit B4 attached hereto as Attachment G.

[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

10. EFFECT OF THE AMENDMENT

The Agreement will be deemed amended to the extent herein provided, and, except as specifically amended hereby, will continue in full force and effect in accordance with its original terms. This Amendment contains the entire agreement between the Buyer and the Seller with respect to the subject matter hereof and supersedes any previous understandings, commitments, or representations whatsoever, whether oral or written, related to the subject matter of this Amendment.

Both parties agree that this Amendment will constitute an integral, nonseverable part of the Agreement and be governed by its provisions, except that if the Agreement and this Amendment have specific provisions that are inconsistent, the specific provisions contained in this Amendment will govern.

This Amendment will become effective upon its execution.

11. CONFIDENTIALITY

This Amendment is subject to the confidentiality provisions set forth in Clause 22.10 of the Agreement.

12. ASSIGNMENT

Notwithstanding any other provision of this Amendment or of the Agreement, this Amendment will not be assigned or transferred in any manner without the prior written consent of the Seller, and any attempted assignment or transfer in contravention of the provisions of this Clause 12 will be void and of no force or effect.

13. COUNTERPARTS

This Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

*** Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment by their respective officers or agents as of the date first above written.

JETBLUE AIRWAYS CORPORATION AIRBUS S.A.S.

By: /s/ Mark D. Powers By: /s/ Cristophe Mourey

Its: Chief Financial Officer Its: Vice President Contracts

*** Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

**FORM OF CERTIFICATE OF ACCEPTANCE
(MOBILE, ALABAMA)**

In accordance with the terms of clause 8 of the A320F purchase agreement dated 19 October 2011 and made between JetBlue Airways Corporation (the “ **Customer** ”) and Airbus S.A.S., as amended and supplemented from time to time (the “ **Purchase Agreement** ”), the technical acceptance tests relating to one Airbus A3_____ aircraft bearing manufacturer’s serial number _____ and registration mark _____ with two (2) _____ propulsion systems installed thereon (the “ **Aircraft** ”) have taken place in Mobile, Alabama, United States.

In view of said tests having been carried out with satisfactory results, the Customer hereby approves the Aircraft as being in conformity with the provisions of the Purchase Agreement and accepts the Aircraft for delivery in accordance with the provisions of the Purchase Agreement.

Such acceptance shall not impair the rights that may be derived from the warranties relating to the Aircraft set forth in the Purchase Agreement.

Any right at law or otherwise to revoke this acceptance of the Aircraft is hereby irrevocably waived.

IN WITNESS WHEREOF, the Customer has caused this instrument to be executed by its duly authorised representative this _____ day of _____ 20____ in Mobile, Alabama, United States.

JETBLUE AIRWAYS CORPORATION

Name:

Title:

Signature:

[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

**FORM OF CERTIFICATE OF ACCEPTANCE
(HAMBURG, GERMANY)**

In accordance with the terms of clause 8 of the A320F purchase agreement dated 19 October 2011 and made between JetBlue Airways Corporation (“**JBU**”) and Airbus S.A.S. (“**Airbus**”), as amended and supplemented from time to time (the “**Purchase Agreement**”), the technical acceptance tests relating to one Airbus A3_____ aircraft, bearing manufacturer’s serial number _____, and US registration mark _____ with two (2) _____ propulsion systems installed thereon (the “**Aircraft**”) have taken place in Hamburg, Germany.

In view of said tests having been carried out with satisfactory results, JBU hereby approves the Aircraft as being in conformity with the provisions of the Purchase Agreement and accepts the Aircraft for delivery in accordance with the provisions of the Purchase Agreement.

Such acceptance shall not impair the rights that may be derived from the warranties relating to the Aircraft set forth in the Purchase Agreement.

Any right at law or otherwise to revoke this acceptance of the Aircraft is hereby irrevocably waived.

IN WITNESS WHEREOF, JBU has caused this instrument to be executed by its duly authorised representative this ____ day of _____ 20__ in Hamburg, Germany.

JETBLUE AIRWAYS CORPORATION

Name:

Title:

Signature:

*** Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

**FORM OF WARRANTY BILL OF SALE
(MOBILE, ALABAMA)**

**AIRCRAFT BILL OF SALE
(the “ Bill of Sale ”)**

Know all men by these presents that Airbus Americas, Inc., a Delaware corporation having its principal place of business at 2550 Wasser Terrace, Suite 9100, Herndon, VA 20171, United States (the “ **Seller** ”), was, this ____ day of _____ 20____, the owner of the title to the following airframe (the “ **Airframe** ”), the propulsion systems as specified (the “ **Propulsion Systems** ”) and all appliances, components, parts, instruments, accessories, furnishings, modules and other equipment of any nature, excluding buyer furnished equipment, incorporated therein, installed thereon or attached thereto on the date hereof (the “ **Parts** ”):

AIRFRAME : PROPULSION SYSTEMS :

AIRBUS Model A3_____

MANUFACTURER’S SERIAL NUMBER : ENGINE SERIAL NUMBERS :

_____ LH: _____

RH: _____

REGISTRATION MARK :

The Airframe, Propulsion Systems and Parts are hereafter together referred to as the “ **Aircraft** ”.

The Seller did, this ____ day of _____ 20____, sell, transfer and deliver all of its above described rights, title and interest in and to the Aircraft to the following entity and to its successors and assigns forever, said Aircraft to be the property thereof:

JETBLUE AIRWAYS CORPORATION
27-01 Queens Plaza North
Long Island City, New York 11101 U.S.A.
(the “ **Buyer** ”)

The Seller hereby warrants to the Buyer, its successors and assigns that it had good and lawful right to sell, deliver and transfer title to the Aircraft to the Buyer and that there was conveyed to the Buyer good, legal and valid title to the Aircraft, free and clear of all liens, claims, charges, encumbrances and rights of others and that the Seller will warrant and defend such title forever against all claims and demands whatsoever.

This Bill of Sale is governed by and shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed by its duly authorized representative this ____ day of _____ 20____ in Mobile, Alabama, United States.

***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

AIRBUS AMERICAS, INC.

By: _____

Name:

Title:

*** Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

**FORM OF WARRANTY BILL OF SALE
(HAMBURG, GERMANY)**

BILL OF SALE

Know all men by these presents that Airbus S.A.S., a *Société par Actions Simplifiée* existing under French law and having its principal office at 1 rond-point Maurice Bellonte, 31707 Blagnac Cedex, FRANCE (the “**Seller**”), was this ____ day of _____ 20____ the owner of the title to the following airframe (the “**Airframe**”), the propulsion systems as specified (the “**Propulsion Systems**”) and all appliances, components, parts, instruments, accessories, furnishings, modules and other equipment of any nature, excluding buyer furnished equipment, incorporated therein, installed thereon or attached thereto on the date hereof (the “**Parts**”):

AIRFRAME :

AIRBUS Model A3 _____

PROPULSION SYSTEMS :

MANUFACTURER'S

SERIAL NUMBER : _____

ENGINE SERIAL NUMBERS :

LH: _____

RH: _____

REGISTRATION MARK : _____

The Airframe, Propulsion Systems and Parts are hereafter together referred to as the “**Aircraft**”.

The Seller did this ____ day of _____ 20____, sell, transfer and deliver all of its above described rights, title and interest in and to the Aircraft to the following entity and to its successors and assigns forever, said Aircraft to be the property thereof:

JETBLUE AIRWAYS CORPORATION

27-01 Queens Plaza North
Long Island City, New York 11101
U.S.A.
(the “**Buyer**”)

The Seller hereby warrants to the Buyer, its successors and assigns that it had good and lawful right to sell, deliver and transfer title to the Aircraft to the Buyer and that there was conveyed to the Buyer good, legal and valid title to the Aircraft, free and clear of all liens, claims, charges, encumbrances and rights of others and that the Seller will warrant and defend such title forever against all claims and demands whatsoever.

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of New York.

***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorised representative this ____ day of _____ 20__ in Hamburg, Germany.

AIRBUS S.A.S.

Name:

Title:

Signature:

[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

FORM OF AIRBUS WARRANTY

Airbus S.A.S. hereby warrants to JetBlue Airways Corporation (the “ **Buyer** ”), its successors and assigns that the bill of sale executed by Airbus Americas Inc. dated ____ 2016 and relating to one A3____ aircraft bearing MSN ____ (the “ **Aircraft** ”) (the “ **Bill of Sale** ”) conveys to the said Buyer on the date hereof good, legal and valid title to the Aircraft, the propulsion systems as described in the Bill of Sale, appliances, parts, instruments, accessories, furnishings and other equipment, free and clear of all liens, claims, charges, encumbrances and rights of others, and that Airbus S.A.S. will warrant and defend such title to the Aircraft forever against all claims and demands whatsoever.

This Airbus Warranty is governed by and shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF , Airbus S.A.S. has caused this Airbus Warranty to be executed by its duly authorized representative this ____ day of ____ 20__.

AIRBUS S.A.S.

Name:

Title:

Signature:

[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

THE STANDARD SPECIFICATIONS ARE CONTAINED IN A SEPARATE FOLDER.

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JETBLUE A320NEO CUSTOMIZATION BUDGET PROPOSAL

A320 NEO Aircraft

[illegible]

[***]	[***]	[***]		
[***]	[***]	[***]	[***]	
[***]	[***]	[***]		
[***]	[***]	[***]		
[***]	[***]	[***]		
[***]	[***]	[***]		[***]
[***]	[***]	[***]		[***]
[***]	[***]			

TOTAL OF SCNS AND ESTIMATED BFE BUDGET - \$ [*] PER AIRCRAFT**

(*) : The indicated thrust is the Airbus Equivalent Thrust at Mach number 0.25 / ISA +15C / sea level thrust divided by 0.8 (representative of sea level aircraft performance). It may differ from the nominal thrust that will be eventually indicated by the engine manufacturer.

[[***]] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

AMENDMENT NO. 4

to the A320 Family Aircraft Purchase Agreement

Dated as of October 19, 2011

Between

AIRBUS S.A.S.

And

JETBLUE AIRWAYS CORPORATION

This Amendment No. 4 (hereinafter referred to as the “ **Amendment** ”) is entered into as of July 26, 2016 between Airbus S.A.S. a *société par actions simplifiée*, created and existing under French law, having its registered office at 1 Rond-Point Maurice Bellonte, 31707 Blagnac-Cedex, France and registered with Toulouse Registre du Commerce under number RCS Toulouse 383 474 814 (the “ **Seller** ”) and JetBlue Airways Corporation, a corporation organized under the laws of Delaware having its principal corporate offices at 27-01 Queens Plaza North, Long Island City, New York 11101 (formerly 118-29 Queens Boulevard, Forest Hills, New York 11375), United States of America (the “ **Buyer** ”).

WHEREAS, the Buyer and the Seller entered into an A320 Family Purchase Agreement dated as of October 19, 2011, relating to the sale by the Seller and the purchase by the Buyer of certain firmly ordered Airbus A320 aircraft, which together with all amendments, exhibits, appendices, and letter agreements attached thereto is hereinafter called the “ **Agreement** ”.

WHEREAS, the Buyer and the Seller wish to amend the Agreement to reflect the sale by the Seller and purchase by the Buyer of fifteen (15) additional A321-200 aircraft and fifteen (15) additional A321 NEO aircraft.

NOW THEREFORE, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN, IT IS AGREED AS FOLLOWS:

*** Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

The capitalized terms used herein and not otherwise defined in this Amendment will have the meanings assigned to them in the Agreement. Except as used within quoted text, the terms “herein”, “hereof”, and “hereunder” and words of similar import refer to this Amendment.

1 DEFINITIONS

- 1.1 Clause 0 to the Agreement is amended to either modify or add the following defined terms between the words “QUOTE” and “UNQUOTE”.

QUOTE

A321 NEO Airframe – any or all of the A321 NEO Aircraft, Incremental A321 NEO Aircraft, Converted A321 NEO Aircraft and Additional A321 NEO Aircraft, as applicable, excluding the A321 NEO Propulsion System therefor.

Additional A321 Aircraft – any or all of the fifteen (15) A321-200 model aircraft, as of the date hereof to be sold by the Seller and purchased by the Buyer pursuant to this Agreement, together with all components, equipment, parts and accessories installed in or on such aircraft and the relevant A321 Propulsion System installed thereon.

Additional A321 Airframe – any Additional A321 Aircraft, excluding A321 Propulsion System therefor.

Additional A321 NEO Aircraft – any or all of the fifteen (15) A321-200 NEO model aircraft, to be sold by the Seller and purchased by the Buyer pursuant to this Agreement, together with all components, equipment, parts and accessories installed in or on such aircraft and the relevant A321 NEO Propulsion System installed thereon.

Additional A321 NEO Airframe – any Additional A321 NEO Aircraft, excluding A321 NEO Propulsion System therefor.

Base Price of the Additional A321 Airframe – as defined in Paragraph 5 herein.

Base Price of the Additional A321 NEO Airframe – as defined in Paragraph 5 herein.

UNQUOTE

2 SALE AND PURCHASE OF ADDITIONAL AIRCRAFT

- 2.1 The Seller shall manufacture, sell and deliver, and the Buyer shall purchase from the Seller and take delivery of, fifteen (15) Additional A321 Aircraft and fifteen (15) Additional A321 NEO Aircraft, pursuant to the terms and conditions described herein and in the Agreement.
- 2.2 The Buyer and the Seller hereby agree that unless otherwise expressly agreed herein, all terms and conditions governing the sale and purchase of A321 Backlog Aircraft under the Agreement will apply to each of the Additional A321 Aircraft.

*** Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

- 2.3 The Buyer and the Seller hereby agree that unless otherwise expressly agreed herein, all terms and conditions governing the sale and purchase of A321 NEO Aircraft under the Agreement will apply to each of the Additional A321 NEO Aircraft.
- 2.4 The Additional A321 Aircraft and Additional A321 NEO Aircraft will deliver to the Buyer as set forth in the Amended and Restated Schedule 1 to the Agreement, as defined in Clause 6.2 below.
- 2.5 [***], the Seller will undertake reasonable efforts to [***].

3 [***]

4 PRICE

- 4.1 The base price of each Additional A321 Airframe (the “ **Base Price of the Additional A321 Airframe** ”) is the same as the Base Price of the A321 Backlog Airframe set forth in Clause 3.1.5 of the Agreement.
- 4.2 The base price of each Additional A321 NEO Airframe (the “ **Base Price of the Additional A321 NEO Airframe** ”) is the same as the Base Price of the A321 NEO Airframe as set forth in Clause 3.1.11 of the Agreement.

5 DELIVERY

- 5.1 The Scheduled Delivery Period for the Converted A321 NEO Aircraft bearing CACiD number 402139 is hereby amended from [***] 2019 to [***] 2019.
- 5.2 The Scheduled Delivery Period for the Converted A321 NEO Aircraft bearing CACiD number 402140 is hereby amended from [***] 2019 to [***] 2019.
- 5.3 The Scheduled Delivery Period for the Incremental A321 NEO Aircraft bearing CACiD number 10002781 is hereby amended from [***] 2019 to [***] 2019.
- 5.4 Schedule 1 to the Agreement is deleted in its entirety and replaced by the Amended and Restated Schedule 1 (the “ **Amended and Restated Schedule 1** ”) attached hereto as Appendix 1.

7 OTHER AMENDMENTS

- 7.1 Clause 9.1.2 is deleted in its entirety and replaced by the following quoted text:

QUOTE

- 9.1.2 In respect of each Aircraft corresponding to a Scheduled Delivery Quarter as set forth in Schedule 1, the Seller will provide notification to the Buyer of the Scheduled Delivery Month no later than (i) [***] before [***] in respect of Additional A321 Aircraft and (ii) [***] before [***] for all other Aircraft, [***].

UNQUOTE

[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

7.2 Clause 11.1 of the Agreement is deleted in its entirety and replaced with the Clause 11.1 set forth below between QUOTE and UNQUOTE:

QUOTE

11.1 Liquidated Damages

Should an Aircraft not be Ready for Delivery within (i) [***] after the last day of the Scheduled Delivery Month for any A321 Backlog Aircraft, Converted A321 Backlog Aircraft, Incremental A321 Aircraft, or Additional A321 Aircraft, or for any NEO Aircraft scheduled to deliver in or after calendar year [***], or (ii) [***] after the last day of the Scheduled Delivery Month for any NEO Aircraft scheduled to deliver in calendar year [***], or (iii) [***] after the last day of the Scheduled Delivery Month for any NEO Aircraft scheduled to deliver prior to calendar year [***] (in each case as such month may be changed pursuant to Clauses 2.2, 7 and/or 10) (the “ **Delivery Period** ”) and such delay is not as a result of an Excusable Delay or Total Loss, then such delay will be termed an “ **Inexcusable Delay** .”

If at any time between the date of the Purchase Agreement and the date which is [***] before the [***] of the Scheduled Delivery Month of the affected Aircraft, the Seller notifies the Buyer that there will be an Inexcusable Delay with respect to such Aircraft (the “ **First Tier Inexcusable Delay** ”), the Buyer will have the right to claim, and the Seller will pay the Buyer liquidated damages of (i) US \$ [***] (US Dollars– [***]), for each day of delay in the Delivery starting on the date that is the day after the last day of the Delivery Period.

In no event will the amount of liquidated damages relating to a First Tier Inexcusable Delay exceed the total of US \$[***] (US dollars – [***]) in respect of any one Aircraft.

If at any time after the date which is [***] before the [***] of the Scheduled Delivery Month of the affected Aircraft, the Seller notifies the Buyer that there will be an Inexcusable Delay with respect to an Aircraft (the “ **Second Tier Inexcusable Delay** ”), the Buyer will have the right to claim, and the Seller will pay the Buyer liquidated damages of (i) US \$ [***] (US Dollars– [***]), for each day of delay in the Delivery starting on the date that is the day after the last day of the Delivery Period.

In no event will the amount of liquidated damages relating to a Second Tier Inexcusable Delay exceed the total of US \$[***] (US dollars – [***]) in respect of any one Aircraft.

The amounts set forth in this Sub-clause 11.1 will [***], as may be amended by the provisions of this Agreement.

The Buyer's right to liquidated damages in respect of an Aircraft is conditioned on the Buyer's submitting a written claim for liquidated damages to the Seller not later than [***] after the last day of the relevant Delivery Period.

UNQUOTE

7.3 The Amended and Restated Letter Agreement No. 1 is terminated in its entirety and replaced by the Amended and Restated Letter Agreement No. 1 attached hereto.

[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

- 7.4 The Amended and Restated Letter Agreement No. 2 is terminated in its entirety and replaced by the Amended and Restated Letter Agreement No. 2 attached hereto.
- 7.5 The Amended and Restated Letter Agreement No. 3 is terminated in its entirety and replaced by the Amended and Restated Letter Agreement No. 3 attached hereto.
- 7.6 The Amended and Restated Letter Agreement No. 6 is terminated in its entirety and replaced by the Amended and Restated Letter Agreement No. 6 attached hereto.
- 7.7 All references to Pratt and Whitney in the Agreement shall henceforth be deemed to be references to International Aero Engines, LLC (“IAE LLC”).
- 7.8 All references in Exhibit C to the US Bureau of Labor Statistics Material Index published in “PPI Detailed report” found in Table 6 shall be deemed references to the same report now listed in Table 9.

8. OTHER COMMERCIAL TERMS

- 8.1 The Predelivery Payments for the Additional A321 Aircraft are as set forth in Clause 5.3 of the Agreement as modified by Paragraphs 1.5 and 2 of Amended and Restated Letter Agreement No. 2 to the Agreement dated as of even date herewith.
- 8.2 The Predelivery Payments for the Additional A321 NEO Aircraft are as set forth in Clause 5.3 of the Agreement as modified by Paragraphs 1.6 and 2 of Amended and Restated Letter Agreement No. 2 to the Agreement dated as of even date herewith.
- 8.3 The purchase incentives for the Additional A321 Aircraft are as set forth in Paragraphs 9.1 through 9.3 of Amended and Restated Letter Agreement No. 1 to the Agreement dated as of even date herewith.
- 8.4 The purchase incentives for the Additional A321 NEO Aircraft are as set forth in Paragraphs 10.1 through 10.3 of Amended and Restated Letter Agreement No. 1 to the Agreement dated as of even date herewith.
- 8.5 The [***] applicable to the Additional A321 Aircraft and the Additional A321 NEO Aircraft is as set forth in Paragraph 12 of Amended and Restated Letter Agreement No. 1 to the Agreement.
- 8.6 [***]
- 8.7 [***]
- 8.8 The Delivery Schedule for the Additional A321 Aircraft and Additional A321 NEO Aircraft [***] as set forth in Clauses 8.6 and 8.7 above.
- 8.9 The Buyer hereby irrevocably selects IAE V2533-A5 engines as the Propulsion System for all Additional A321 Aircraft.

9 EFFECT OF THE AMENDMENT

The Agreement will be deemed amended to the extent herein provided, and, except as specifically amended hereby, will continue in full force and effect in accordance with its original terms. This Amendment contains the entire agreement between the Buyer and the Seller with respect to the subject

[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

matter hereof and supersedes any previous understandings, commitments, or representations whatsoever, whether oral or written, related to the subject matter of this Amendment.

Both parties agree that this Amendment will constitute an integral, nonseverable part of the Agreement and be governed by its provisions, except that if the Agreement and this Amendment have specific provisions that are inconsistent, the specific provisions contained in this Amendment will govern.

This Amendment will become effective upon its execution.

10 CONFIDENTIALITY

This Amendment is subject to the confidentiality provisions set forth in Clause 22.10 of the Agreement.

11 ASSIGNMENT

Notwithstanding any other provision of this Amendment or of the Agreement, this Amendment will not be assigned or transferred in any manner without the prior written consent of the Seller, and any attempted assignment or transfer in contravention of the provisions of this Clause 11 will be void and of no force or effect.

12 COUNTERPARTS

This Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment by their respective officers or agents as of the date first above written.

JETBLUE AIRWAYS CORPORATION AIRBUS S.A.S.

By: /s/ Mark D. Powers By: /s/ Christophe Mourey

Its: Chief Financial Officer Its: Senior Vice President Contracts

[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

Appendix 1
to
Amendment No. 4

Amended and Restated
SCHEDULE 1

*** Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

	CACiD No.	Aircraft Rank No.	Type	Scheduled Delivery Month/Quarter	Scheduled Delivery Year
1	159 908	122	Group 1 A320 Aircraft	[***]	2011
2	159 942	123	Group 1 A320 Aircraft	[***]	2012
3	159 943	124	Group 1 A320 Aircraft	[***]	2012
4	159 950	125	Group 1 A320 Aircraft	[***]	2012
5	159 951	126	Group 1 A320 Aircraft	[***]	2012
6	159 923	127	Group 1 A320 Aircraft	[***]	2012
7	159 924	128	Group 1 A320 Aircraft	[***]	2012
8	159 925	129	Group 1 A320 Aircraft	[***]	2012
9	159 939	130	A320 Backlog Aircraft	[***]	2013
10	159 960	131	A320 Backlog Aircraft	[***]	2013
11	159 961	132	A320 Backlog Aircraft	[***]	2013
12	159 962	133	A321 Backlog Aircraft	[***]	2013
13	159 963	134	A321 Backlog Aircraft	[***]	2013
14	159 964	135	A321 Backlog Aircraft	[***]	2013
15	159 965	136	A321 Backlog Aircraft	[***]	2013
16	159 916	137	A321 Backlog Aircraft	[***]	2014
17	159 940	138	A321 Backlog Aircraft	[***]	2014
18	159 941	139	A321 Backlog Aircraft	[***]	2014
19	159 944	140	A321 Backlog Aircraft	[***]	2014
20	159 945	141	A321 Backlog Aircraft	[***]	2014
21	159 946	142	A321 Backlog Aircraft	[***]	2014
22	159 947	143	A321 Backlog Aircraft	[***]	2014
23	159 948	144	A321 Backlog Aircraft	[***]	2014
24	159 949	145	A321 Backlog Aircraft	[***]	2014
25	159 956	146	A321 Backlog Aircraft	[***]	2015
26	159 957	147	A321 Backlog Aircraft	[***]	2015
27	159 958	148	A321 Backlog Aircraft	[***]	2015
28	159 959	149	A321 Backlog Aircraft	[***]	2015
29	159 929	150	A321 Backlog Aircraft	[***]	2015
30	159 930	151	A321 Backlog Aircraft	[***]	2015
31	159 931	152	A321 Backlog Aircraft	[***]	2015
32	159 932	153	A321 Backlog Aircraft	[***]	2015
33	159 933	154	A321 Backlog Aircraft	[***]	2015
34	10002716	155	Incremental A321 Aircraft	[***]	2015
35	159 920	156	A321 Backlog Aircraft	[***]	2015
36	10002752	157	Incremental A321 Aircraft	[***]	2015
37	159 911	158	A321 Backlog Aircraft	[***]	2016

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	CACiD No.	Aircraft Rank No.	Type	Scheduled Delivery Month/Quarter	Scheduled Delivery Year
38	159 912	159	A321 Backlog Aircraft	***	2016
39	159 917	160	A321 Backlog Aircraft	***	2016
40	159 918	161	A321 Backlog Aircraft	***	2016
41	159 926	162	A321 Backlog Aircraft	***	2016
42	159 927	163	A321 Backlog Aircraft	***	2016
43	159 928	164	A321 Backlog Aircraft	***	2016
44	159 952	165	A321 Backlog Aircraft	***	2016
45	159 953	166	A321 Backlog Aircraft	***	2016
46	159 934	167	A321 Backlog Aircraft	***	2016
47	159 922	168	Converted A321 Backlog Aircraft	***	2017
48	159 954	169	Converted A321 Backlog Aircraft	***	2017
49	159 955	170	Converted A321 Backlog Aircraft	***	2017
50	159 921	171	Converted A321 Backlog Aircraft	***	2017
51	104 440	172	Converted A321 Backlog Aircraft	***	2017
52	104 442	173	Converted A321 Backlog Aircraft	***	2017
53		249	Additional A321 Aircraft	***	2017
54	159 909	174	Converted A321 Backlog Aircraft	***	2017
55		250	Additional A321 Aircraft	***	2017
56	10002770	175	Incremental A321 Aircraft	***	2017
57		251	Additional A321 Aircraft	***	2017
58	10002771	176	Incremental A321 Aircraft	***	2017
59		252	Additional A321 Aircraft	***	2017
60	10002772	177	Incremental A321 Aircraft	***	2017
61		253	Additional A321 Aircraft	***	2017
62	159 910	178	Converted A321 Backlog Aircraft	***	2018
63		254	Additional A321 Aircraft	***	2018
64	402 132	179	Converted A321 NEO Aircraft	***	2018
65	402 133	180	Converted A321 NEO Aircraft	***	2018
66	402 134	181	Converted A321 NEO Aircraft	***	2018
67	402 135	182	Converted A321 NEO Aircraft	***	2018
68	402 136	183	Converted A321 NEO Aircraft	***	2018
69	10002778	184	Incremental A321 NEO Aircraft	***	2018
70		255	Additional A321 Aircraft	***	2018
71		256	Additional A321 Aircraft	***	2018
72		257	Additional A321 Aircraft	***	2018
73	402 137	185	Converted A321 NEO Aircraft	***	2019
74	402 138	186	Converted A321 NEO Aircraft	***	2019
75		258	Additional A321 Aircraft	***	2019
76		259	Additional A321 Aircraft	***	2019
77		260	Additional A321 Aircraft	***	2019

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	CACiD No.	Aircraft Rank No.	Type	Scheduled Delivery Month/Quarter	Scheduled Delivery Year
78		261	Additional A321 Aircraft	[***]	2019
79	402 141	189	Converted A321 NEO Aircraft	[***]	2019
80	10002779	190	Incremental A321 NEO Aircraft	[***]	2019
81	10002780	191	Incremental A321 NEO Aircraft	[***]	2019
82		262	Additional A321 Aircraft	[***]	2019
83		263	Additional A321 Aircraft	[***]	2019
84	402 139	187	Converted A321 NEO Aircraft	[***]	2019
85	402 140	188	Converted A321 NEO Aircraft	[***]	2019
86	10002782	193	Incremental A321 NEO Aircraft	[***]	2019
87	10002783	194	Incremental A321 NEO Aircraft	[***]	2019
88	10002784	195	Incremental A321 NEO Aircraft	[***]	2019
89	10002781	192	Incremental A321 NEO Aircraft	[***]	2019
90	10002785	196	Incremental A321 NEO Aircraft	[***]	2019
91	10002786	197	Incremental A321 NEO Aircraft	[***]	2019
92	10002787	198	Incremental A321 NEO Aircraft	[***]	2019
93	10002788	199	Incremental A321 NEO Aircraft	[***]	2019
94	10002756	200	A321 NEO Aircraft	[***]	2020
95	10002760	201	A321 NEO Aircraft	[***]	2020
96	10002764	202	A321 NEO Aircraft	[***]	2020
97	10002789	203	Incremental A321 NEO Aircraft	[***]	2020
98	10002790	204	Incremental A321 NEO Aircraft	[***]	2020
99	10002791	205	Incremental A321 NEO Aircraft	[***]	2020
100	10002792	206	Incremental A321 NEO Aircraft	[***]	2020
101		264	Additional A321 NEO Aircraft	[***]	2020
102	10009793	207	Incremental A321 NEO Aircraft	[***]	2020
103	10002794	208	Incremental A321 NEO Aircraft	[***]	2020
104	402 142	209	A320 NEO Aircraft	[***]	2020
105	402 143	210	A320 NEO Aircraft	[***]	2020
106		265	Additional A321 NEO Aircraft	[***]	2020
107	402 144	211	A320 NEO Aircraft	[***]	2020
108	402 145	212	A320 NEO Aircraft	[***]	2020
109	402 146	213	A320 NEO Aircraft	[***]	2020
110	402 147	214	A320 NEO Aircraft	[***]	2020
111		266	Additional A321 NEO Aircraft	[***]	2020
112	402 151	215	A320 NEO Aircraft	[***]	2021
113	402 152	216	A320 NEO Aircraft	[***]	2021
114	402 153	217	A320 NEO Aircraft	[***]	2021
115	402 154	218	A320 NEO Aircraft	[***]	2021
116		267	Additional A321 NEO Aircraft	[***]	2021
117	402 155	219	A320 NEO Aircraft	[***]	2021

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	CACiD No.	Aircraft Rank No.	Type	Scheduled Delivery Month/Quarter	Scheduled Delivery Year
118	402 156	220	A320 NEO Aircraft	[***]	2021
119	402 157	221	A320 NEO Aircraft	[***]	2021
120	402 158	222	A320 NEO Aircraft	[***]	2021
121		268	Additional A321 NEO Aircraft	[***]	2021
122	402 159	223	A320 NEO Aircraft	[***]	2021
123	402 160	224	A320 NEO Aircraft	[***]	2021
124	402 161	225	A320 NEO Aircraft	[***]	2021
125	402 162	226	A320 NEO Aircraft	[***]	2021
126		269	Additional A321 NEO Aircraft	[***]	2021
127	402 163	227	A320 NEO Aircraft	[***]	2021
128	402 164	228	A320 NEO Aircraft	[***]	2021
129	402 165	229	A320 NEO Aircraft	[***]	2021
130	402 166	230	A320 NEO Aircraft	[***]	2021
131		270	Additional A321 NEO Aircraft	[***]	2021
132	402 148	231	A320 NEO Aircraft	[***]	2022
133	402 149	232	A320 NEO Aircraft	[***]	2022
134	402 150	233	A320 NEO Aircraft	[***]	2022
135	10002765	234	A321 NEO Aircraft	[***]	2022
136		271	Additional A321 NEO Aircraft	[***]	2022
137	10002766	235	A321 NEO Aircraft	[***]	2022
138	10002767	236	A321 NEO Aircraft	[***]	2022
139	10002768	237	A321 NEO Aircraft	[***]	2022
140	10002769	238	A321 NEO Aircraft	[***]	2022
141		272	Additional A321 NEO Aircraft	[***]	2022
142	10002773	239	A321 NEO Aircraft	[***]	2022
143	10002774	240	A321 NEO Aircraft	[***]	2022
144	402 127	241	A321 NEO Aircraft	[***]	2022
145	402 128	242	A321 NEO Aircraft	[***]	2022
146		273	Additional A321 NEO Aircraft	[***]	2022
147	402 129	243	A321 NEO Aircraft	[***]	2022
148	402 130	244	A321 NEO Aircraft	[***]	2022
149	402 131	245	A321 NEO Aircraft	[***]	2022
150	10002775	246	Incremental A321 NEO Aircraft	[***]	2022
151		274	Additional A321 NEO Aircraft	[***]	2022
152	10002776	247	Incremental A321 NEO Aircraft	[***]	2023
153		275	Additional A321 NEO Aircraft	[***]	2023
154		276	Additional A321 NEO Aircraft	[***]	2023
155	10002777	248	Incremental A321 NEO Aircraft	[***]	2023
156		277	Additional A321 NEO Aircraft	[***]	2023
157		278	Additional A321 NEO Aircraft	[***]	2023

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Attachment 1
to
Amendment No. 4

AMENDED AND RESTATED
LETTER AGREEMENT NO. 1

*** Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

AMENDED AND RESTATED
LETTER AGREEMENT NO. 1

As of July 26, 2016

JetBlue Airways Corporation
27-01 Queens Plaza North
Long Island City, New York 11101

Re: PURCHASE INCENTIVES

Dear Ladies and Gentlemen,

JetBlue Airways Corporation (the “**Buyer**”) and Airbus S.A.S. (the “**Seller**”) have entered into an A320 Family Aircraft Purchase Agreement dated as of October 19, 2011 (as supplemented and amended by the other letter agreements, and as otherwise supplemented, amended or modified from time to time, including without limitation by Amendment No. 1 dated as of October 25, 2013, Amendment No. 2 dated as of November 19, 2014 and Amendments No. 3 and No. 4 dated as of even date herewith (the “**Agreement**”), which covers, among other matters, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Amended and Restated Letter Agreement No. 1 (this “**Letter Agreement**”) certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. The terms “herein,” “hereof” and “hereunder” and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

WITNESSETH:

WHEREAS, the Buyer and the Seller have entered into Amended and Restated Letter Agreement No. 1 to the Agreement dated as of November 19, 2014, setting forth certain terms and conditions regarding the sale of the Aircraft (the “**Original Letter Agreement**”).

WHEREAS, the Buyer and the Seller wish to amend and restate the Original Letter Agreement to incorporate relevant amendments to such Original Letter Agreement into a single document.

NOW THEREFORE IT IS AGREED THAT THE ORIGINAL LETTER AGREEMENT IS HEREBY AMENDED AND RESTATED TO READ IN ITS ENTIRETY AS FOLLOWS:

***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

1 INTENTIONALLY LEFT BLANK

2 A320 BACKLOG AIRCRAFT (Excluding Group 1 A320 Aircraft)

2.1 In respect of each A320 Backlog Aircraft (excluding Group 1 A320 Aircraft) that is sold by the Seller and purchased by the Buyer, the Seller will provide to the Buyer the following credits (collectively, the “**A320 Backlog Aircraft Credit Memoranda**”):

[***]

2.2 The A320 Backlog Aircraft Credit Memoranda are quoted at delivery conditions prevailing in the A320 Family Base Period ([**]) and will be adjusted in accordance with the Seller Price Revision Formula, [**] in accordance with Paragraph 9 of this Letter Agreement.

2.3 The A320 Backlog Aircraft Credit Memoranda will be [**] of each A320 Backlog Aircraft that is sold by the Seller and purchased by the Buyer. The A320 Backlog Aircraft Credit Memoranda will be [**]. Unless the Buyer gives the Seller notice to the contrary at least [**] before Delivery of an A320 Backlog Aircraft, the A320 Backlog Aircraft Credit Memoranda will be [**] of the A320 Backlog Aircraft.

3 A321 BACKLOG AIRCRAFT and CONVERTED A321 BACKLOG AIRCRAFT

3.1 In respect of each A321 Backlog Aircraft and each Converted A321 Backlog Aircraft that is sold by the Seller and purchased by the Buyer, the Seller will provide to the Buyer the following credits (collectively, the “**A321 Backlog Aircraft Credit Memoranda**”):

[***]

3.2 The A321 Backlog Aircraft Credit Memoranda are quoted at delivery conditions prevailing in the A320 Family Base Period ([**]) and will be adjusted in accordance with the Seller Price Revision Formula, [**] in accordance with Paragraph 9 of this Letter Agreement.

3.3 The A321 Backlog Aircraft Credit Memoranda will be [**] of each A321 Backlog Aircraft and each Converted A321 Backlog Aircraft that is sold by the Seller and purchased by the Buyer. The A321 Backlog Aircraft Credit Memoranda will be [**]. Unless the Buyer gives the Seller notice to the contrary at least [**] before Delivery of an A321 Backlog Aircraft or Converted A321 Backlog Aircraft, the A321 Backlog Aircraft Credit Memoranda will be [**] the Final Price of the A321 Backlog Aircraft or the Final Price of the Converted A321 Backlog Aircraft, as applicable.

4 A319 NEO AIRCRAFT

4.1 In respect of each A319 NEO Aircraft, the Seller will provide to the Buyer the following credits (collectively, the “**A319 NEO Aircraft Credit Memoranda**”):

[***]

[**] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

4.2 The A319 NEO Aircraft Credit Memoranda are quoted at delivery conditions prevailing in the A320 Family Base Period ([**]) and will be adjusted in accordance with the Seller Price Revision Formula, [**] in accordance with Paragraph 9 of this Letter Agreement.

4.3 The A319 NEO Aircraft Credit Memoranda will be [**] of each A319 NEO Aircraft. The A319 NEO Aircraft Credit Memoranda will be [**]. Unless the Buyer gives the Seller notice to the contrary at least [**] before Delivery of an A319 NEO Aircraft, the A319 NEO Aircraft Credit Memoranda will be [**] the Final Price of the A319 NEO Aircraft.

5 A320 NEO AIRCRAFT

5.1 In respect of each A320 NEO Aircraft, the Seller will provide to the Buyer the following credits (collectively, the “ **A320 NEO Aircraft Credit Memoranda** ”):

[**]

5.2 The A320 NEO Aircraft Credit Memoranda are quoted at delivery conditions prevailing in the A320 Family Base Period ([**]) and will be adjusted in accordance with the Seller Price Revision Formula, [**] in accordance with Paragraph 9 of this Letter Agreement.

5.3 The A320 NEO Aircraft Credit Memoranda will be [**] of each A320 NEO Aircraft. The A320 NEO Aircraft Credit Memoranda will be [**]. Unless the Buyer gives the Seller notice to the contrary at least [**] before Delivery of an A320 NEO Aircraft, the A320 NEO Aircraft Credit Memoranda will be [**] the Final Price of the A320 NEO Aircraft.

6 A321 NEO AIRCRAFT, CONVERTED A321 NEO AIRCRAFT AND INCREMENTAL A321 NEO AIRCRAFT

6.1 In respect of each A321 NEO Aircraft, Converted A321 NEO Aircraft and each Incremental A321 NEO Aircraft, the Seller will provide to the Buyer the following credits (collectively, the “ **A321 NEO Aircraft Credit Memoranda** ”):

[**]

6.2 The A321 NEO Aircraft Memoranda are quoted at delivery conditions prevailing in the A320 Family Base Period ([**]) and will be adjusted in accordance with the Seller Price Revision Formula, [**] in accordance with Paragraph 9 of this Letter Agreement.

6.3 The A321 NEO Credit Memoranda will be [**] of each A321 NEO Aircraft, each Converted A321 NEO Aircraft, and each Incremental A321 NEO Aircraft. The A321 NEO Credit Memoranda will be [**]. Unless the Buyer gives the Seller notice to the contrary at least [**] before Delivery of the relevant Aircraft, the A321 NEO Aircraft Credit Memoranda will be [**] the Final Price of such Aircraft.

7 GROUP 1 A320 AIRCRAFT

7.1 In respect of each Group 1 A320 Aircraft, the Seller will provide to the Buyer the following credits (collectively, the “ **Group 1 Aircraft Credit Memoranda** ”):

[**] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

(i) [***]

(ii) [***]

7.2 The Group 1 Aircraft Credit Memoranda are quoted at delivery conditions prevailing in the A320 Family Base Period ([***) and will be adjusted in accordance with the Seller Price Revision Formula, [***] in accordance with Paragraph 9 of this Letter Agreement.

7.3 The Group 1 Aircraft Credit Memoranda will be [***] of each Group 1 A320 Aircraft that is sold by the Seller and purchased by the Buyer. The Group 1 Aircraft Credit Memoranda will be [***]. Unless the Buyer gives the Seller notice to the contrary at least [***] before Delivery of a Group 1 A320 Aircraft, the Group 1 Aircraft Credit Memoranda will be [***] the Final Price of the Group 1 A320 Aircraft.

8 INCREMENTAL A321 AIRCRAFT

8.1 In respect of each Incremental A321 Aircraft that is sold by the Seller and purchased by the Buyer, the Seller will provide to the Buyer the following credits (collectively, the “**Incremental A321 Aircraft Credit Memoranda**”):

[***]

8.2 The Incremental A321 Aircraft Credit Memoranda are quoted at delivery conditions prevailing in the A320 Family Base Period ([***) and will be adjusted in accordance with the Seller Price Revision Formula, [***] in accordance with Paragraph 9 of this Letter Agreement.

8.3 The Incremental A321 Aircraft Credit Memoranda will be [***] of each Incremental A321 Aircraft that is sold by the Seller and purchased by the Buyer. The Incremental A321 Aircraft Credit Memoranda will be [***]. Unless the Buyer gives the Seller notice to the contrary at least [***] before Delivery of an Incremental A321 Aircraft, the Incremental A321 Aircraft Credit Memoranda will be [***] the Final Price of the Incremental A321 Aircraft.

9 [***]

10 ADDITIONAL A321 AIRCRAFT

10.1 In respect of each Additional A321 Aircraft that is sold by the Seller and purchased by the Buyer, the Seller will provide to the Buyer the following credits (collectively, the “**Additional A321 Aircraft Credit Memoranda**”):

[***] [***]

10.2 The Additional A321 Aircraft Credit Memoranda are quoted at delivery conditions prevailing in the A320 Family Base Period ([***) and will be adjusted in accordance with the Seller Price Revision Formula, [***] in accordance with Paragraph 9 of this Letter Agreement.

10.3 The Additional A321 Aircraft Credit Memoranda will be [***] of each Additional A321 Aircraft that is sold by the Seller and purchased by the Buyer. The Additional A321 Aircraft Credit Memoranda will be [***]. Unless the Buyer gives the Seller notice to the contrary at least [***] before Delivery

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of an Additional A321 Aircraft, the Additional A321 Aircraft Credit Memoranda will be [***] the Final Price of the Additional A321 Aircraft.

11 ADDITIONAL A321 NEO AIRCRAFT

11.1 In respect of each Additional A321 NEO Aircraft that is sold by the Seller and purchased by the Buyer, the Seller will provide to the Buyer the following credits (collectively, the “**Additional A321 NEO Aircraft Credit Memoranda**”):

[***]

11.2 The Additional A321 NEO Aircraft Credit Memoranda are quoted at delivery conditions prevailing in the A320 Family Base Period ([**]) and will be adjusted in accordance with the Seller Price Revision Formula, [**] in accordance with Paragraph 9 of this Letter Agreement.

11.3 The Additional A321 NEO Credit Memoranda will be [**] of each Additional A321 NEO Aircraft. The Additional A321 NEO Credit Memoranda will be [**]. Unless the Buyer gives the Seller notice to the contrary at least [**] before Delivery of the relevant Aircraft, the Additional A321 NEO Aircraft Credit Memoranda will be [**] the Final Price of such Aircraft.

12 CONVERTED A321 LR AIRCRAFT

12.1 In respect of each Converted A321 LR Aircraft that is sold by the Seller and purchased by the Buyer, the Seller will provide to the Buyer the following credits (collectively, the “**Converted A321 LR Aircraft Credit Memoranda**”):

[***]

12.2 The Converted A321 LR Aircraft Credit Memoranda are quoted at delivery conditions prevailing in the A320 Family Base Period ([**]) and will be adjusted in accordance with the Seller Price Revision Formula, [**] in accordance with Paragraph 9 of this Letter Agreement.

12.3 The Converted A321 LR Aircraft Credit Memoranda will be [**] of each Converted A321 LR Aircraft. The Converted A321 LR Credit Memoranda will be [**]. Unless the Buyer gives the Seller notice to the contrary at least [**] before Delivery of the relevant Aircraft, the Converted A321 LR Credit Memoranda will be [**] the Final Price of such Aircraft.

12.4 The Seller shall grant the Buyer for each Converted A321 LR Aircraft a goods and services credit memorandum to support the Converted A321 LR Aircraft entry into service (the “**A321 LR G+S Credit Memorandum**”) amounting to:

[***]

The **A321 LR G+S Credit Memorandum** shall be issued [**].

The A321 LR G+S Credit Memorandum is quoted at delivery conditions prevailing in the A320 Family Base Period ([**]) and will be [**] in accordance with Paragraph 9 of this Letter Agreement.

[**] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

13 [***]

14 [***]

15 [***]

16 [***]

17 [***]

18 [***]

19 [***]

20 [***]

21 [***]

22 [***]

23 [***]

24 [***]

25 [***]

26 [***]

27 ADMINISTRATION OF CREDITS

[***]

The above amounts are stated at delivery conditions prevailing in [***] and will be adjusted to the date of the respective availability in accordance with the Seller Price Revision Formula, [***].

28 ASSIGNMENT

Notwithstanding any other provision of this Letter Agreement or of the Agreement, this Letter Agreement and the rights and obligations of the Buyer hereunder will not be assigned or transferred in any manner without the prior written consent of the Seller, and any attempted assignment or transfer in contravention of the provisions of this Paragraph 28 will be void and of no force or effect.

29 CONFIDENTIALITY

This Letter Agreement is subject to the terms and conditions of Clause 22.10 of the Agreement.

30 COUNTERPARTS

[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

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If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Cristophe Mourey
Its: Senior Vice President Contracts

Accepted and Agreed

JETBLUE AIRWAYS CORPORATION

By: /s/ Mark D. Powers
Its: Chief Financial Officer

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Attachment 2
to
Amendment No. 4

AMENDED AND RESTATED
LETTER AGREEMENT NO. 2

*** Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

AMENDED AND RESTATED
LETTER AGREEMENT NO. 2

As of July 26, 2016

JetBlue Airways Corporation
27-01 Queens Plaza North
Long Island City, New York 11101

Re: PAYMENTS

Dear Ladies and Gentlemen,

JetBlue Airways Corporation (the “**Buyer**”) and Airbus S.A.S. (the “**Seller**”) have entered into an A320 Family Aircraft Purchase Agreement dated as of October 19, 2011 (as supplemented and amended by the other letter agreements, and as otherwise supplemented, amended or modified from time to time, including without limitation by Amendment No. 1 dated October 25, 2013 and Amendments No. 3 and No. 4 dated as of even date herewith the “**Agreement**”), which covers, among other matters, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Amended and Restated Letter Agreement No. 2 (this “**Letter Agreement**”) certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. The terms “herein,” “hereof” and “hereunder” and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

WITNESSETH:

WHEREAS, the Buyer and the Seller have entered into Amended and Restated Letter Agreement No. 2 to the Agreement dated as of October 25, 2013, setting forth certain terms and conditions regarding the sale of the Aircraft (the “**Original Letter Agreement**”).

WHEREAS, the Buyer and the Seller wish to amend and restate the Original Letter Agreement to incorporate relevant amendments to such Original Letter Agreement into a single document.

NOW THEREFORE IT IS AGREED THAT THE ORIGINAL LETTER AGREEMENT IS HEREBY AMENDED AND RESTATED TO READ IN ITS ENTIRETY AS FOLLOWS:

*** Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

1 PREDELIVERY PAYMENTS

1.1 For each Backlog Aircraft (excluding all Incremental A321 Aircraft and all Converted A321 Backlog Aircraft), Clauses 5.3.2 and 5.3.3 of the Agreement are deleted in their entirety and replaced by Clauses 5.3.2 and 5.3.3 below between the QUOTE and UNQUOTE:

QUOTE

5.3.2 The Predelivery Payment Reference Price for a Backlog Aircraft to be delivered in [***] is determined in accordance with the following formula:

[***]

5.3.3 Predelivery Payments will be paid according to the following schedule.

<u>Payment Date</u>		<u>Percentage of Predelivery Payment Reference Price</u>
1 st Payment	-[***]	[***]
2 nd Payment	-[***]	[***]
3 rd Payment	-[***]	[***]
		[***]
TOTAL PAYMENT PRIOR TO DELIVERY		

In the event of the above schedule resulting in any Predelivery Payment falling due prior to the date of signature of the Agreement, such Predelivery Payments shall be made upon signature of this Agreement.

UNQUOTE

1.2 For each NEO Aircraft (excluding all Incremental A321 NEO Aircraft, all Converted A321 NEO Aircraft, all Additional A321 NEO Aircraft and all A321 LR Aircraft), Clauses 5.3.2 and 5.3.3 of the Agreement are deleted in their entirety and replaced by Clauses 5.3.2 and 5.3.3 below between the QUOTE and UNQUOTE:

QUOTE

5.3.2 The Predelivery Payment Reference Price for a NEO Aircraft to be delivered in [***] is determined in accordance with the following formula:

[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

[***]

5.3.3 Predelivery Payments will be paid according to the following schedule.

<u>Payment Date</u>		<u>Percentage of Predelivery Payment Reference Price</u>
1 st Payment	-[***]	[***]
2 nd Payment	-[***]	[***]
3 rd Payment	-[***]	[***]
		[***]
TOTAL PAYMENT PRIOR TO DELIVERY		

In the event of the above schedule resulting in any Predelivery Payment falling due prior to the date of signature of the Agreement, such Predelivery Payments shall be made upon signature of this Agreement.

UNQUOTE

- 1.3 For each Incremental A321 Aircraft and each Converted A321 Backlog Aircraft, Clauses 5.3.2 and 5.3.3 of the Agreement are deleted in their entirety and replaced by Clauses 5.3.2 and 5.3.3 below between the QUOTE and UNQUOTE:

QUOTE

5.3.2 The Predelivery Payment Reference Price for an Incremental A321 Aircraft or a Converted A321 Backlog Aircraft to be delivered in [***] is determined in accordance with the following formula:

[***]

5.3.3 Predelivery Payments will be paid according to the following schedule.

[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

<u>Payment Date</u>		<u>Percentage of Predelivery Payment Reference Price</u>
1 st Payment	-[***]	[***]
2 nd Payment	-[***]	[***]
3 rd Payment	-[***]	[***]
		[***]
TOTAL PAYMENT PRIOR TO DELIVERY		

In the event of the above schedule resulting in any Predelivery Payment falling due prior to the date of signature of the Agreement, such Predelivery Payments shall be made upon signature of this Agreement.

UNQUOTE

- 1.4 For each Incremental A321 NEO Aircraft and each Converted A321 NEO Aircraft, Clauses 5.3.2 and 5.3.3 of the Agreement are deleted in their entirety and replaced by Clauses 5.3.2 and 5.3.3 below between the QUOTE and UNQUOTE:

QUOTE

5.3.2 The Predelivery Payment Reference Price for an Incremental A321 NEO Aircraft or a Converted A321 NEO Aircraft to be delivered in [***] is determined in accordance with the following formula:

[***]

5.3.3 Predelivery Payments will be paid according to the following schedule.

[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

<u>Payment Date</u>		Percentage of Predelivery Payment <u>Reference Price</u>
1 st Payment	***]	***]
2 nd Payment	***]	***]
3 rd Payment	***]	***]
		***]
TOTAL PAYMENT PRIOR TO DELIVERY		

In the event of the above schedule resulting in any Predelivery Payment falling due prior to the date of signature of the Agreement, such Predelivery Payments shall be made upon signature of this Agreement.

UNQUOTE

- 1.5 For each Additional A321 Aircraft, Clauses 5.3.2 and 5.3.3 of the Agreement are deleted in their entirety and replaced by Clauses 5.3.2 and 5.3.3 below between the QUOTE and UNQUOTE:

QUOTE

***]

- 5.3.2 The Predelivery Payment Reference Price for an Additional A321 Aircraft to be delivered in ***] is determined in accordance with the following formula:

***]

- 5.3.3 Predelivery Payments will be paid according to the following schedule.

***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

<u>Payment Date</u>		<u>Percentage of Predelivery Payment Reference Price</u>
1 st Payment	***]	***]
2 nd Payment	***]	***]
3 rd Payment	***]	***]
4 th Payment	***]	***]
		***]
TOTAL PAYMENT PRIOR TO DELIVERY		

In the event of the above schedule resulting in any Predelivery Payment falling due prior to the date of signature of Amendment No. 4 to the Agreement, such Predelivery Payments shall be made within one (1) Business Day of signature of Amendment No. 4 to the Agreement.

UNQUOTE

- 1.6 For each Additional A321 NEO Aircraft, Clauses 5.3.2 and 5.3.3 of the Agreement are deleted in their entirety and replaced by Clauses 5.3.2 and 5.3.3 below between the QUOTE and UNQUOTE:

QUOTE

***]

- 5.3.2 The Predelivery Payment Reference Price for an Additional A321 NEO Aircraft to be delivered in ***] is determined in accordance with the following formula:

***]

- 5.3.3 Predelivery Payments will be paid according to the following schedule.

***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

<u>Payment Date</u>		<u>Percentage of Predelivery Payment Reference Price</u>
1 st Payment	***	***
2 nd Payment	***	***
3 rd Payment	***	***
4 th Payment	***	***

TOTAL PAYMENT PRIOR TO DELIVERY		

In the event of the above schedule resulting in any Predelivery Payment falling due prior to the date of signature of Amendment No. 4 to the Agreement, such Predelivery Payments shall be made within one (1) Business Day of signature of Amendment No. 4 to the Agreement.

UNQUOTE

- 1.7 *** for each such Converted A321 LR Aircraft Clauses 5.3.2 and 5.3.3 of the Agreement are deleted in their entirety and replaced by Clauses 5.3.2 and 5.3.3 below between the QUOTE and UNQUOTE:

QUOTE

5.3.2 The Predelivery Payment Reference Price for an A321 LR Aircraft to be delivered in *** is determined in accordance with the following formula:

5.3.3 Predelivery Payments will be paid according to the following schedule.

*** Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

<u>Payment Date</u>		Percentage of Predelivery Payment <u>Reference Price</u>
1 st Payment	***]	***]
2 nd Payment	***]	***]
3 rd Payment	***]	***]
4 th Payment	***]	***]
		***]
TOTAL PAYMENT PRIOR TO DELIVERY		

In the event of the above schedule resulting in any Predelivery Payment falling due prior to the date of signature Amendment No. 4 to the Agreement, such Predelivery Payments shall be made within one (1) Business Day of signature of Amendment No. 4 to the Agreement.

UNQUOTE

2. ***]

Clause 5.3.5 with the following quoted text is added to the Agreement:

QUOTE

5.3.5 ***]

As used herein:

(i) ***]

(ii) " *Business Day* " shall mean any day which is not a Saturday or a Sunday and which is neither a legal holiday nor a day on which banking institutions are authorized or required by law or regulation to close in New York, New York, or London, England and

(iii) ***]

***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

UNQUOTE

3 BACKLOG AIRCRAFT [*]**

The Buyer and the Seller acknowledge that the Buyer [***] in accordance with the terms and conditions set forth in Paragraph 2 of this Letter Agreement.

4 ASSIGNMENT

Notwithstanding any other provision of this Letter Agreement or of the Agreement, this Letter Agreement and the rights and obligations of the Buyer hereunder will not be assigned or transferred in any manner without the prior written consent of the Seller, and any attempted assignment or transfer in contravention of the provisions of this Paragraph 4 will be void and of no force or effect.

5 CONFIDENTIALITY

This Letter Agreement is subject to the terms and conditions of Clause 22.10 of the Agreement.

6 COUNTERPARTS

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Christophe Mourey
Its: Senior Vice President Contracts

Accepted and Agreed

JETBLUE AIRWAYS CORPORATION

By: /s/ Mark D. Powers
Its: Chief Financial Officer

*** Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

Attachment 3
to
Amendment No. 4

AMENDED AND RESTATED
LETTER AGREEMENT NO. 3

*** Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

AMENDED AND RESTATED
LETTER AGREEMENT NO. 3

As of July 26, 2016

JetBlue Airways Corporation
27-01 Queens Plaza North
Long Island City, New York 11101

Re: [***]

Dear Ladies and Gentlemen,

JetBlue Airways Corporation (the “**Buyer**”) and Airbus S.A.S. (the “**Seller**”) have entered into an A320 Family Aircraft Purchase Agreement dated as of October 19, 2011 (as supplemented and amended by the other letter agreements, and as otherwise supplemented, amended or modified from time to time, including without limitation by Amendment No. 1 dated as of October 25, 2013 and Amendment No. 2 dated as of November 19, 2014 and Amendments No.3 and No. 4 dated as of even date herewith (the “**Agreement**”), which covers, among other matters, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Amended and Restated Letter Agreement No. 3 (this “**Letter Agreement**”) certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. The terms “herein,” “hereof” and “hereunder” and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

WITNESSETH:

WHEREAS, the Buyer and the Seller have entered into Amended and Restated Letter Agreement No. 3 to the Agreement dated as of November 19, 2014, setting forth certain terms and conditions regarding the sale of the Aircraft (the “**Original Letter Agreement**”).

WHEREAS, the Buyer and the Seller wish to amend and restate the Original Letter Agreement to incorporate relevant amendments to such Original Letter Agreement into a single document.

NOW THEREFORE IT IS AGREED THAT THE ORIGINAL LETTER AGREEMENT IS HEREBY AMENDED AND RESTATED TO READ IN ITS ENTIRETY AS FOLLOWS:

[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

1 DEFINITIONS

Clause 0 to the Agreement is amended to either modify or add the following defined terms between the words “QUOTE” and “UNQUOTE”:

QUOTE

A319 NEO Aircraft – any or all of the A319-100 NEO model aircraft that have been [***] pursuant to this Agreement together with all components, equipment, parts and accessories installed in or on such aircraft and the A319 NEO Propulsion System installed thereon upon Delivery.

A319 NEO Airframe - any A319 NEO Aircraft, excluding A319 NEO Propulsion System therefor.

A319 NEO Propulsion System – as defined in Clause 2.3.6, as set forth in Paragraph 3.2 of Letter Agreement No. 3.

A321 Backlog Aircraft – any or all of the remaining thirty (30), of the fifty-two (52) A320-200 model aircraft originally to be sold by the Seller and purchased by the Buyer pursuant to the Original Agreement, as of the date hereof to be sold by the Seller and purchased by the Buyer pursuant to this Agreement as A321-200 model aircraft, and [***] pursuant to this Agreement, together with all components, equipment, parts and accessories installed in or on such aircraft and the relevant A321 Propulsion System installed thereon.

A321 LR Aircraft – an A321-200N type aircraft together with all components, equipment, parts and accessories installed in or on such aircraft and the A321 LR Propulsion System installed thereon upon Delivery.

A321 LR Airframe – an A321 LR Aircraft, excluding A321 LR Propulsion System therefor.

A321 LR Propulsion System – as defined in Clause 2.3.8, as set forth in Paragraph 3.4 of Letter Agreement No. 3.

A321 NEO Aircraft – any or all of the A321 aircraft that have been [***] pursuant to this Agreement together with all components, equipment, parts and accessories installed in or on such aircraft and the A321 NEO Propulsion System installed thereon upon Delivery. For the sake of clarity, A321 NEO Aircraft includes the Converted A321 NEO Aircraft, the Incremental A321 NEO Aircraft and the Additional A321 NEO Aircraft.

A321 NEO Propulsion System – as defined in Clause 2.3.4, as set forth in Paragraph 3.2 of Letter Agreement No. 3.

[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

Additional Aircraft – any and all of the Additional A321 Aircraft, Additional A321 NEO Aircraft and [***].

Aircraft – individually or collectively, the Group 1 A320 Aircraft, the A319 NEO Aircraft, the A320 Backlog Aircraft, the A320 NEO Aircraft, the A321 Backlog Aircraft, the A321 NEO Aircraft, [***], the Incremental A321 Aircraft, the Additional A321 Aircraft, the Incremental A321 NEO Aircraft, the Additional A321 NEO Aircraft and the A321 LR Aircraft as applicable.

Airframe – as applicable, the A319 Airframe, A319 NEO Airframe, the A320 Airframe, A320 NEO Airframe, the A321 Airframe, the A321 NEO Airframe or the A321 LR Airframe.

Backlog Aircraft – the A320 Backlog Aircraft and the A321 Backlog Aircraft.

Base Price of the Airframe – the Base Price of the A319 NEO Airframe, the Base Price of the A320 Backlog Airframe, the Base Price of A320 NEO Airframe, the Base Price of the A321 Backlog Airframe, the Base Price of the A321 NEO Airframe, the Base Price of the Group 1 A320 Airframe, the Base Price of the Incremental A321 Airframe, the Base Price of the Incremental A321 NEO Airframe, [***], the Base Price of the Additional A321 as applicable.

Base Price of the A321 LR Airframe – as defined in Paragraph 4 herein.

Base Price of the Group 1 A320 Airframe – as defined in Paragraph 4 herein.

[***]

[***]

CFM LEAP Propulsion System – the CFM LEAP -1A24 Propulsion System, the CFM LEAP -1A26 Propulsion Systems and the CFM LEAP -1A32 Propulsion System, as applicable.

[***]

[***]

IAE LLC Propulsion System – the PW1124G-JM Propulsion System, the PW1127G-JM Propulsion System and the PW1133G-JM Propulsion System, as applicable.

IAE Propulsion System – the IAE V2524-A5 Propulsion System, the IAE V2527-A5 Propulsion System and the IAE V2533-A5 Propulsion System, as applicable.

NEO Aircraft – an A319 NEO Aircraft, an A320 NEO Aircraft, an A321 NEO Aircraft and an A321 LR Aircraft, as applicable.

[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

NEO Propulsion System – the A319 NEO Propulsion System, the A320 NEO Propulsion System, the A321 NEO Propulsion System and the A321 LR Propulsion System, as applicable.

Propulsion System – the CFM LEAP -1A24 Propulsion System, the CFM LEAP -1A27 Propulsion System, the CFM LEAP -1A32 Propulsion System, the CFM LEAP -1A33 Propulsion System, the IAE V2527-A5 Propulsion System, the IAE V2533-A5 Propulsion System, the PW1124G Propulsion System, the PW1127G Propulsion System and the PW1133G Propulsion System, as applicable.

Standard Specification – the A319 Standard Specification, A319 NEO Standard Specification, the A320 Standard Specification, A320 NEO Standard Specification, the A321 Standard Specification and the A321 NEO Standard Specification, as applicable.

2 [***]

2.1 [***]

2.2 [***]

2.3 Aircraft Specification

2.3.1 Intentionally Left Blank

2.3.2 Intentionally Left Blank

2.3.3 The A319 NEO Aircraft SCN List, as set forth in Appendix 3 to this Letter Agreement, is hereby incorporated into the Agreement.

2.3.4 The A321 NEO Aircraft SCN List, as set forth in Appendix 4 to this Letter Agreement, is hereby incorporated into the Agreement and shall also apply to the Incremental A321 NEO Aircraft and Additional A321 NEO Aircraft.

2.3.5 The A321 LR Aircraft SCN List, as set forth in Appendix 5 to this Letter Agreement, is hereby incorporated into the Agreement.

2.3.6 Clause 2.1.2(iv) is hereby added to the Agreement to read as set forth in the following quoted text:

QUOTE

2.1.2 (iv) The A321 LR Aircraft, will be manufactured in accordance with the A321 NEO Standard Specification as may already have been modified or varied at the date of this Agreement by the Specification Change Notices listed in Appendix 5 to Letter Agreement No. 3, which includes the following design weights: a maximum take-off weight (MTOW) of [***] metric tons, a maximum landing weight (MLW) of [***] metric tons and a maximum zero fuel weight (MZFW) of [***] metric tons as well as three (3) ACTs.

UNQUOTE

[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

2.3.7 Clause 2.1.2.2 of the Agreement is deleted in its entirety and is replaced with the following Clause 2.1.2.2 to read as set forth in the following quoted text:

QUOTE

2.1.2.2 CabinFlex Door Configuration

The Seller is currently developing a new door configuration for the A321 NEO and A321 LR aircraft types, allowing the installation of up to 240 seats through, amongst other means, the activation or deactivation of certain doors (the “**CabinFlex Door Configuration**” or “**ACF**”).

The baseline CabinFlex Door Configuration shall consist of a Type C door 1, a Type III overwing exit, a Type C door 3 and a Type C door 4 and shall allow for up to 220 seats to be installed on A321 NEO and A321 LR aircraft (“**Baseline ACF**”).

The Buyer hereby acknowledges and agrees that the Baseline ACF shall be irrevocably implemented on all Additional A321 NEO Aircraft and A321 LR Converted Aircraft, and on all A321 NEO type aircraft scheduled for Delivery under the Agreement from [***] onwards, [***], and that such Aircraft will be manufactured in accordance with the A321 NEO ACF standard specification number E.000.02000NX Issue 1 dated 22nd April 2016, incorporated into the Agreement through the execution of amendment No.4 to the Agreement.

The parties agree to negotiate in good faith a revised schedule for the introduction of Baseline ACF, to be implemented by an amendment to the Agreement executed no later than August 9th, 2016. In the absence of any such agreement, [***].

In addition to the Baseline ACF, at the time of cabin definition and within a timeframe compatible with the contractual definition freeze (“**CDF**”) of the applicable A321 NEO Aircraft and A321 LR Aircraft, the Buyer shall have the possibility of modifying the allowable seating capacity of the A321 NEO Aircraft and A321 LR Aircraft, [***], by executing the relevant SCNs covering the installation of an additional Type III overwing exit and/or the de-activation of the Door 3, and such other additional cabin features as may be selected by SCN. [***].

UNQUOTE

3 PROPULSION SYSTEMS

3.1 Clause 2.3.2 is deleted in its entirety and replaced with the following quoted text:

QUOTE

2.3.2 The A320 NEO Airframe will be equipped with either a set of two (2) (i) CFMI Leap-1A26 engines with an AET of 26,600 lbf or (ii) PW1127G-JM engines with an AET of 26,800 lbf (each, the “**A320 NEO Propulsion System**”).

UNQUOTE

[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

3.2 New Clauses 2.3.4, 2.3.5 and 2.3.6 are inserted into the Agreement as set forth in the following quoted text:

QUOTE

2.3.4 The A321 NEO Airframe will be equipped with either a set of two (2) (i) CFM LEAP 1A32 engines with an AET of 32,100 lbf or (ii) PW1133G-JM engines with an AET of 32,700 lbf (each, the “ **A321 NEO Propulsion System** ”).

2.3.5 Intentionally Left Blank

2.3.6 The A319 NEO Airframe will be equipped with either a set of two (2) (i) CFM LEAP 1A24 engines with an AET of 24,400 lbf or (ii) PW1124G-JM engines with an AET of 24,500 lbf (each, the “ **A319 NEO Propulsion System** ”).

UNQUOTE

3.3 Clause 2.3.4 of the Agreement is renumbered to Clause 2.3.7.

3.4 Clause 2.3.8 is inserted into the Agreement as set forth in the following quoted text:

QUOTE

2.3.8 The A321 LR Airframe will be equipped with either a set of two (2) (i) CFM LEAP 1A33 engines with an AET of 32,900 lbf or (ii) PW1133G-JM engines with an AET of 32,700 lbf (each, the “ **A321 LR Propulsion System** ”).

UNQUOTE

3.5 CFM has informed the Seller of its intention to change the original development engine designation of all LEAP-X1A Propulsion Systems to LEAP-1A, and IAE LLC has informed the Seller of its intention to change the original development engine designation of all PW1100G Propulsion Systems to PW1100G-JM.

The Buyer hereby agrees and accepts that any reference to respectively LEAP-X1A Propulsion Systems or LEAP-1A Propulsion Systems shall be construed as references to the same engine types.

The Buyer hereby agrees and accepts that any reference to respectively PW1100G Propulsion Systems or PW1100G-JM Propulsion Systems shall be construed as references to the same engine types.

The Buyer hereby acknowledges that any and all claims, concerns or issues it may have in respect of the foregoing shall be addressed directly to CFM or IAE LLC as applicable, and the Seller hereby declines any and all responsibility with respect to any modifications to Propulsion System designations.

*** Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

4 AIRFRAME BASE PRICES

4.1 New Clauses 3.1.13 and 3.1.14 are added to the Agreement to read as follows in the quoted text:

QUOTE

3.1.13 The “ **Base Price of the A321 LR Airframe**” is the sum of the following base prices :

- (i) the base price of the A321 LR Airframe as defined in the A321 Standard Specification including nacelles and thrust reversers, the transatlantic package with [***] ACTs, [***] MTOW as per Clause 2.1.1 (vii) and excluding Buyer Furnished Equipment, which is:

USD \$[***]

(US Dollars – [***]),

- (ii) Intentionally left blank

- (iii) the sum of the base prices of any and all SCNs set forth in Appendix 5 to this Letter Agreement No.3, which is:

USD \$[***]

(US Dollars – [***]), and

- (iv) the base price of the Master Charge Engine, which is applicable if a CFM LEAP Propulsion System is selected, which is:

USD \$[***] (US Dollars – [***]).

3.1.14 The A321 LR Airframe Base Price has been established in accordance with the average economic conditions prevailing in the A320 Family Base Period.

UNQUOTE

4.2 New Clauses 3.2.5, 3.2.6 and 3.2.7 are added to the Agreement to read as follows in the quoted text:

QUOTE

3.2.5 Intentionally Left Blank

3.2.6 (i) the base price of a set of two (2) CFM LEAP 1A24 engines (the “ **CFM LEAP 1A24 Propulsion System** ” is

USD \$[***]

(US Dollars – [***] thousand)

[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

The Base Price of the CFM LEAP 1A24 Propulsion System has been established in accordance with the delivery conditions prevailing [***] and has been calculated from the applicable CFM Propulsion System Reference Price, as set forth in Part 2 of Exhibit C.

Notwithstanding the foregoing, the CFM Propulsion System Reference Price corresponds to the thrust ratings defined for the respective Propulsion System in Clause 2.3 and may be revised to reflect thrust rating adjustments upon final NEO specification freeze.

- (ii) the base price of a set of two (2) CFM LEAP 1A32 engines (the “ **CFM LEAP 1A32 Propulsion System** ”) is USD \$[***]

(US Dollars – [***])

The Base Price of the CFM LEAP 1A32 Propulsion System has been established in accordance with the delivery conditions prevailing [***] and has been calculated from the applicable CFM Propulsion System Reference Price, as set forth in Part 2 of Exhibit C.

- (iii) the base price of a set of two (2) CFM LEAP 1A33 engines (the “ **CFM LEAP 1A33 Propulsion System** ”) is USD \$[***]

(US Dollars – [***])

The Base Price of the CFM LEAP 1A33 Propulsion System has been established in accordance with the delivery conditions prevailing [***] and has been calculated from the applicable CFM Propulsion System Reference Price, as set forth in Part 2 of Exhibit C.

Notwithstanding the foregoing, the CFM Propulsion System Reference Price corresponds to the thrust ratings defined for the respective Propulsion System in Clause 2.3 and may be revised to reflect thrust rating adjustments upon final NEO specification freeze.

- 3.2.7 (i) the base price of a set of two (2) PW1124G-JM engines (the “ **PW1124G-JM Propulsion System** ”) is

USD \$[***]

(US Dollars – [***])

The Base Price of the PW1124G-JM Propulsion System has been established in accordance with the delivery conditions prevailing [***] and has been calculated from the applicable IAE LLC Propulsion System Reference Price, as set forth in Part 4 of Exhibit C.

Notwithstanding the foregoing, the IAE LLC Propulsion System Reference Price corresponds to the thrust ratings defined for the respective Propulsion System in Clause 2.3 and may be revised to reflect thrust rating adjustments upon final NEO specification freeze.

- (ii) the base price of a set of two (2) PW1133G-JM engines (the “ **PW1133G-JM Propulsion System** ”) is

[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

USD \$[***]

(US Dollars – [***])

The Base Price of the PW1133G-JM Propulsion System has been established in accordance with the delivery conditions prevailing [***] and has been calculated from the applicable IAE LLC Propulsion System Reference Price, as set forth in Part 4 of Exhibit C.

Notwithstanding the foregoing, the IAE LLC Propulsion System Reference Price corresponds to the thrust ratings defined for the respective Propulsion System in Clause 2.3 and may be revised to reflect thrust rating adjustments upon final NEO specification freeze.

UNQUOTE

5 OTHER COMMERCIAL TERMS

- 5.1 The Predelivery Payments for Backlog Aircraft (excluding Converted A321 Backlog Aircraft), is as set forth in Clause 5.3 of the Agreement as modified by Paragraphs 1.1 and 2 of Letter Agreement No. 2 to the Agreement.
- 5.2 The Predelivery Payments for NEO Aircraft (excluding the Incremental A321 NEO Aircraft, Converted A321 NEO Aircraft, Additional A321 NEO Aircraft and A321 LR Aircraft) is as set forth in Clause 5.3 of the Agreement as modified by Paragraphs 1.2 and 2 of Letter Agreement No. 2 to the Agreement.
- 5.3 The Predelivery Payments for Converted A321 Backlog Aircraft and Incremental A321 Aircraft, is as set forth in Clause 5.3 of the Agreement as modified by Paragraphs 1.3 and 2 of Letter Agreement No. 2 to the Agreement.
- 5.4 The Predelivery Payments for Incremental A321 NEO Aircraft and Converted A321 NEO Aircraft is as set forth in Clause 5.3 of the Agreement as modified by Paragraphs 1.4 and 2 of Letter Agreement No. 2 to the Agreement.
- 5.5 The Predelivery Payments for Additional A321 Aircraft is as set forth in Clause 5.3 of the Agreement as modified by Paragraphs 1.5 and 2 of Letter Agreement No. 2 to the Agreement.
- 5.6 The Predelivery Payments for Additional A321 NEO Aircraft is as set forth in Clause 5.3 of the Agreement as modified by Paragraphs 1.6 and 2 of Letter Agreement No. 2 to the Agreement.
- 5.7 The Predelivery Payments for A321 LR Aircraft is as set forth in Clause 5.3 of the Agreement as modified by Paragraphs 1.7 and 2 of Letter Agreement No. 2 to the Agreement.
- 5.8 The purchase incentives applicable to the A319 NEO Aircraft are set forth in Paragraphs 4.1 through 4.3 Letter Agreement No. 1 to the Agreement.
- 5.9 The purchase incentives applicable to the Additional A321 Aircraft are set forth in Paragraph 9 of Letter Agreement No. 1 to the Agreement.

[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

- 5.10 The purchase incentives applicable to the A321 NEO Aircraft are set forth in Paragraphs 6.1 through 6.3 of Letter Agreement No. 1 to the Agreement.
- 5.11 The purchase incentives applicable to the Additional A321 NEO Aircraft are set forth in Paragraph 10 of Letter Agreement No. 1 to the Agreement.
- 5.12 The purchase incentives applicable to the Converted A321 LR Aircraft are set forth in Paragraphs 11.1 through 11.4 of Letter Agreement No. 1 to the Agreement.
- 5.13 The [***] applicable to the A319 NEO Aircraft, the A321 NEO Aircraft and A321 LR Aircraft is set forth in Paragraph 12 of Letter Agreement No. 1 to the Agreement.

6. NEO AIRCRAFT AND [*]**

- 6.1 Notwithstanding the Delivery Schedule set forth in Clause 9.1 of the Agreement, [***].
- 6.2 If the Seller exercises its right pursuant to Paragraph 6.1 above, [***].
- 6.3 Between [***] and [***], the [***].
- 6.4 Predelivery Payments received for any NEO Aircraft [***] pursuant to Paragraphs 6.1 or 6.3 above, [***].

7. [*]**

8 ASSIGNMENT

Notwithstanding any other provision of this Letter Agreement or of the Agreement, this Letter Agreement and the rights and obligations of the Buyer hereunder will not be assigned or transferred in any manner without the prior written consent of the Seller, and any attempted assignment or transfer in contravention of the provisions of this Paragraph 8 will be void and of no force or effect.

9 CONFIDENTIALITY

This Letter Agreement is subject to the terms and conditions of Clause 22.10 of the Agreement.

10 COUNTERPARTS

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Christophe Mourey
Its: Senior Vice President Contracts

Accepted and Agreed

JETBLUE AIRWAYS CORPORATION

By: /s/ Mark D. Powers
Its: Chief Financial Officer

*** Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

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*** Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

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*** Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

Appendix 3 to Letter Agreement No. 3

JETBLUE A321NEO CUSTOMIZATION BUDGET PROPOSAL

Based on Standard Specification A319-100N issue 1.0 dated 1 July 2014

A319 NEO Aircraft

LIST OF ADDITIONAL SCNS

[illegible]

[***]	[***]	[***]		
[***]	[***]	[***]		[***]
[***]	[***]	[***]		[***]
[***]	[***]			

TOTAL OF SCNS AND ESTIMATED FEE BUDGET - \$ [***] PER AIRCRAFT [***] [***]

(*) : The indicated thrust is the Airbus Equivalent Thrust at Mach number 0.25 / ISA + 15C / sea level thrust divided by 0.8 (representative of sea level aircraft performance). It may differ from the nominal thrust that will be eventually indicated by the engine manufacturer.

[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

LIST OF ADDITIONAL SCNS

[illegible]

***	***	***		
***	***	***		***
***	***	***		***
***	***	***		
TOTAL OF SCNS AND ESTIMATED BFE BUDGET - \$ *** PER AIRCRAFT		***	***	

(*) : The indicated thrust is the Airbus Equivalent Thrust at Mach number 0.25 / ISA +15C / sea level thrust divided by 0.8 (representative of sea level aircraft performance).
It may differ from the nominal thrust that will be eventually indicated by the engine manufacturer.

(**): [***].

*** Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

JETBLUE AIRWAYS CORPORATION
based on A321 – 200 NX Standard Specification 1.0 dated 22 nd April 2016

[illegible]

[***]			
[***]	[***]	[***]	
[***]	[***]		
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[***]	[***]	[***]	
[***]	[***]	[***]	
[***]	[***]	[***]	
[***]			
[***]	[***]	[***]	[***]

[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

[***]	[***]	[***]	
[***]	[***]	[***]	
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[***]	[***]	[***]	
[***]			
[***]	[***]	[***]	

TOTAL SCN budget per A/C – [***]	\$ [***]
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Attachment 4
to
Amendment No. 4

AMENDED AND RESTATED
LETTER AGREEMENT NO. 6

*** Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

AMENDED AND RESTATED
LETTER AGREEMENT NO. 6

As of July 26, 2016

JetBlue Airways Corporation
27-01 Queens Plaza North
Long Island City, New York 11101

Re: **SUPPORT MATTERS**

Dear Ladies and Gentlemen,

JetBlue Airways Corporation (the “**Buyer**”) and Airbus S.A.S. (the “**Seller**”) have entered into an A320 Family Aircraft Purchase Agreement dated as of October 19, 2011 (as supplemented and amended by the other letter agreements, and as otherwise supplemented, amended or modified from time to time, including without limitation by Amendment No. 4 dated as of even date herewith (the “**Agreement**”), which covers, among other matters, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this amended and restated Letter Agreement No. 6 (this “**Letter Agreement**”) certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. The terms “herein,” “hereof” and “hereunder” and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

WITNESSETH:

WHEREAS, the Buyer and the Seller have entered into Amended and Restated Letter Agreement No. 6 to the Agreement dated as of October 25, 2013, setting forth certain terms and conditions regarding the sale of the Aircraft (the “**Original Letter Agreement**”).

WHEREAS, the Buyer and the Seller wish to amend and restate the Original Letter Agreement to incorporate relevant amendments to such Original Letter Agreement into a single document.

NOW THEREFORE IT IS AGREED THAT THE ORIGINAL LETTER AGREEMENT IS HEREBY AMENDED AND RESTATED TO READ IN ITS ENTIRETY AS FOLLOWS:

*** Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

1 WARRANTY PERIOD

Clause 12.1.3 of the Agreement is deleted in its entirety and replaced with the following language between QUOTE and UNQUOTE:

QUOTE

12.1.3 The warranties set forth in Clauses 12.1.1 and 12.1.2 will be limited to those defects that^{***} (the “**Warranty Period**”).

UNQUOTE

2 REVISION SERVICE

- 2.1 For Backlog Aircraft (including Converted A321 Backlog Aircraft), Incremental A321 Aircraft and Additional Aircraft, Clause 14.5 of the Agreement is deleted in its entirety and replaced by Clause 14.5 below between QUOTE and UNQUOTE:

QUOTE

14.5 Revision Service

For each Additional Aircraft firmly ordered under this Agreement, revision service for the Technical Data will be provided [***].

For each Incremental A321 Aircraft firmly ordered under this Agreement, revision service for the Technical Data will be provided [***].

For each Backlog Aircraft (including Converted A321 Backlog Aircraft) firmly ordered under this Agreement, revision service for the Technical Data will be provided [***].

Each of the above durations constitutes the “**Revision Service Period**” for such Aircraft.

[***]

Thereafter revision service will be provided in accordance with the terms and conditions set forth in the Seller’s then current Customer Services Catalog.

UNQUOTE

- 2.2 For NEO Aircraft (including [***] but excluding all Additional A321 NEO Aircraft) and Incremental A321 NEO Aircraft, Clause 14.5 of the Agreement is deleted in its entirety and replaced by Clause 14.5 below between QUOTE and UNQUOTE:

QUOTE

14.5 Revision Service

[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

For each NEO Aircraft (excluding all Additional A321 NEO Aircraft) firmly ordered under this Agreement, revision service for the Technical Data will be provided [***] (also a “ **Revision Service Period** ” for such Aircraft).

Thereafter revision service will be provided in accordance with the terms and conditions set forth in the Seller’s then current Customer Services Catalog.

UNQUOTE

3 [***]

4 [***]

5 SELLER REPRESENTATIVES SERVICES

Appendix A to Clause 15 of the Agreement is deleted in its entirety and replaced with the following language between QUOTE and UNQUOTE:

QUOTE

SELLER REPRESENTATIVE ALLOCATION

The Seller Representative allocation provided to the Buyer pursuant to Clause 15.1 is defined hereunder.

1 The Seller will provide to the Buyer Seller Representative services at the Buyer's main base or at other locations to be mutually agreed, for:

[***]

2 For the sake of clarification, such Seller Representatives’ services will include initial Aircraft Entry Into Service (“ **EIS** ”) assistance and sustaining support services.

3 The number of the Seller Representatives assigned to the Buyer at any one time will be mutually agreed, but will at no time exceed three (3) Seller Representatives.

UNQUOTE

6. [***]

7. ASSIGNMENT

Notwithstanding any other provision of this Letter Agreement or of the Agreement, this Letter Agreement and the rights and obligations of the Buyer hereunder will not be assigned or transferred in any manner without the prior written consent of the Seller, and any attempted assignment or transfer in contravention of the provisions of this Paragraph 7 will be void and of no force or effect.

[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

8. CONFIDENTIALITY

This Letter Agreement is subject to the terms and conditions of Clause 22.10 of the Agreement.

9. COUNTERPARTS

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

*** Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Christophe Mourey

Its: Senior Vice President Contracts

Accepted and Agreed

JETBLUE AIRWAYS CORPORATION

By: /s/ Mark D. Powers

Its: Chief Financial Officer

*** Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

Attachment 5
to
Amendment No. 4

AMENDED AND RESTATED
LETTER AGREEMENT NO. 9

*** Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

LETTER AGREEMENT NO. 9

As of July 26, 2016

JetBlue Airways Corporation
27-01 Queens Plaza North
Long Island City, New York 11101

Re: [***]

Dear Ladies and Gentlemen,

JetBlue Airways Corporation (the “ **Buyer** ”) and Airbus S.A.S. (the “ **Seller** ”) have entered into an A320 Family Aircraft Purchase Agreement dated as of October 19, 2011 (as supplemented and amended by the other letter agreements, and as otherwise supplemented, amended or modified from time to time, including without limitation by Amendment No. 1 dated as of October 25, 2013, Amendment No. 2 dated as of November 19, 2014 and Amendments No. 3 and No. 4 dated as of even date herewith (the “ **Agreement** ”), which covers, among other matters, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 9 (this “ **Letter Agreement** ”) certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. The terms “herein,” “hereof” and “hereunder” and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

1. ^{***}

2 ASSIGNMENT

Notwithstanding any other provision of this Letter Agreement or of the Agreement, this Letter Agreement and the rights and obligations of the Buyer hereunder will not be assigned or transferred in any manner without the prior written consent of the Seller, and any attempted assignment or transfer in contravention of the provisions of this Paragraph 2 will be void and of no force or effect.

3 CONFIDENTIALITY

This Letter Agreement is subject to the terms and conditions of Clause 22.10 of the Agreement.

4 COUNTERPARTS

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

^{***} Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Christophe Mourey
Its: Senior Vice President Contracts

Accepted and Agreed

JETBLUE AIRWAYS CORPORATION

By: /s/ Mark D. Powers
Its: Chief Financial Officer

*** Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

AMENDMENT NO. 5

to the A320 Family Aircraft Purchase Agreement

Dated as of October 19, 2011

Between

AIRBUS S.A.S.

And

JETBLUE AIRWAYS CORPORATION

This Amendment No. 5 (hereinafter referred to as the “ **Amendment** ”) is entered into as of August 9, 2016 between Airbus S.A.S. a *société par actions simplifiée*, created and existing under French law, having its registered office at 1 Rond-Point Maurice Bellonte, 31707 Blagnac-Cedex, France and registered with Toulouse Registre du Commerce under number RCS Toulouse 383 474 814 (the “ **Seller** ”) and JetBlue Airways Corporation, a corporation organized under the laws of Delaware having its principal corporate offices at 27-01 Queens Plaza North, Long Island City, New York 11101 (formerly 118-29 Queens Boulevard, Forest Hills, New York 11375), United States of America (the “ **Buyer** ”).

WHEREAS, the Buyer and the Seller entered into an A320 Family Purchase Agreement dated as of October 19, 2011, relating to the sale by the Seller and the purchase by the Buyer of certain firmly ordered Airbus A320 aircraft, which together with all amendments, exhibits, appendices, and letter agreements attached thereto is hereinafter called the “ **Agreement** ”.

WHEREAS, the Buyer and the Seller wish to amend the Agreement to reflect the rescheduling of certain aircraft.

NOW THEREFORE, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN, IT IS AGREED AS FOLLOWS:

Page 1

*** Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

0 DEFINED TERMS

The capitalized terms used herein and not otherwise defined in this Amendment will have the meanings assigned to them in the Agreement. Except as used within quoted text, the terms “herein”, “hereof”, and “hereunder” and words of similar import refer to this Amendment.

Clause 0 of the Agreement is hereby amended to modify, add or replace the following quoted terms:

QUOTE

A321 NEO Standard Specification means the A321 NEO ACF standard specification number E.000.02000NX Issue 1 dated 22nd April 2016, a copy of which has been annexed hereto as Exhibit A.

UNQUOTE

1 RESCHEDULING

1.1 The Buyer and the Seller hereby agree to irrevocably:

- (a) reschedule each of the three (3) Converted A321 NEO Aircraft identified with CACiDs 402 132, 402 133 and 402 134 currently scheduled for delivery in [***], [***], [***] and [***] 2018 respectively to be scheduled for delivery in [***] (for 402 132) and [***] (for 402 133 and 402 134) of 2019, and
- (b) reschedule each of the three (3) Additional A321 Aircraft identified with Aircraft Rank Numbers 261, 262 and 263 currently scheduled for delivery in [***] 2019 to be scheduled for delivery in [***], [***] and [***] 2018 respectively,

each as detailed in the following table:

CACiD	Aircraft Rank No.	Original Delivery Schedule	Revised Delivery Schedule	Aircraft Type
402 132	179	[***] 2018	[***] 2019	Converted A321 NEO Aircraft
402 133	180	[***] 2018	[***] 2019	Converted A321 NEO Aircraft
402 134	181	[***] 2018	[***] 2019	Converted A321 NEO Aircraft
10054100	261	[***] 2019	[***] 2018	Additional A321Aircraft
10054101	262	[***] 2019	[***] 2018	Additional A321Aircraft
10054102	263	[***] 2019	[***] 2018	Additional A321Aircraft

Accordingly, Schedule 1 to the Agreement (Delivery Schedule) is deleted in its entirety and replaced by the Amended and Restated Schedule 1 (the “ **Amended and Restated Schedule 1** ”) attached hereto as Appendix 1. For reference purposes only, CACiD numbers are added to the Amended and Restated Schedule 1 for all Aircraft that did not previously have CACiD numbers.

- 1.2 It shall be the Buyer’s sole responsibility to ensure, without any intervention necessary from the Seller, that all of the BFE Suppliers are notified of and accept the rescheduling set forth in Clause 1.1 above without the Seller incurring any costs, losses, expenses, additional obligations, penalties, damages or liabilities of any kind by reason of such rescheduling, and the Buyer will indemnify and hold the Seller harmless against any and all of such costs, losses, expenses, additional obligations, penalties, damages or liabilities so incurred by the Seller unless such costs, losses, expenses, additional obligations, penalties, damages or liabilities are a result of the Seller’s gross negligence or willful misconduct.

- 1.3 Without prejudice to Clause 1.2, the Buyer shall enter into discussions directly with the A320 Propulsion Systems Manufacturer to amend the relevant propulsion systems agreement(s) in order to reflect the rescheduling in Clause 1.1 above and will indemnify and hold the Seller harmless against any and all costs, losses, expenses, obligations, penalties, damages or liabilities so incurred by the Seller in the event that the Buyer fails to perform its obligations as set out under this Clause 1.3 unless such costs, losses, expenses, additional obligations, penalties, damages or liabilities are a result of the Seller's gross negligence or willful misconduct.

2 PREDELIVERY PAYMENTS

Any and all Predelivery Payments that the Buyer has paid to the Seller and which would no longer be due as a result of the amendments described herein will be [***].

3 OTHER AMENDMENTS

- 3.1 Clause 2.1.2.2 of the Agreement is deleted in its entirety and is replaced with the following Clause 2.1.2.2 to read as set forth in the following quoted text:

QUOTE

2.1.2.2 CabinFlex Door Configuration

The Seller is currently developing a new door configuration for the A321 NEO and A321 LR aircraft types, allowing the installation of up to 240 seats through, amongst other means, the activation or deactivation of certain doors (the “**CabinFlex Door Configuration**” or “**ACF**”).

The baseline CabinFlex Door Configuration shall consist of a Type C door 1, a Type III overwing exit, a Type C door 3 and a Type C door 4 and shall allow for up to 220 seats to be installed on A321 NEO and A321 LR aircraft (“**Baseline ACF**”).

The Buyer hereby acknowledges and agrees that the Baseline ACF shall be irrevocably implemented on all A321 NEO Aircraft under the Agreement, including A321 LR Converted Aircraft, [***], and that such Aircraft will be manufactured in accordance with the A321 NEO Standard Specification (ACF standard specification number E.000.02000NX Issue 1 dated 22nd April 2016), incorporated into the Agreement through the execution of amendment No.3 to the Agreement.

In addition to the Baseline ACF, at the time of cabin definition and within a timeframe compatible with the contractual definition freeze (“**CDF**”) of the applicable A321 NEO Aircraft and A321 LR Aircraft, the Buyer shall have the possibility of modifying the allowable seating capacity of the A321 NEO Aircraft and A321 LR Aircraft, [***], by executing the relevant SCNs covering the installation of an additional Type III overwing exit and/or the de-activation of the Door 3, and such other additional cabin features as may be selected by SCN. [***].

UNQUOTE

4 EFFECT OF THE AMENDMENT

The Agreement will be deemed amended to the extent herein provided, and, except as specifically amended hereby, will continue in full force and effect in accordance with its original terms. This Amendment contains the entire agreement between the Buyer and the Seller with respect to the subject

matter hereof and supersedes any previous understandings, commitments, or representations whatsoever, whether oral or written, related to the subject matter of this Amendment.

Both parties agree that this Amendment will constitute an integral, nonseverable part of the Agreement and be governed by its provisions, except that if the Agreement and this Amendment have specific provisions that are inconsistent, the specific provisions contained in this Amendment will govern.

This Amendment will become effective upon its execution.

5 CONFIDENTIALITY

This Amendment is subject to the confidentiality provisions set forth in Clause 22.10 of the Agreement.

6 ASSIGNMENT

Notwithstanding any other provision of this Amendment or of the Agreement, this Amendment will not be assigned or transferred in any manner without the prior written consent of the Seller, and any attempted assignment or transfer in contravention of the provisions of this Clause 6 will be void and of no force or effect.

7 COUNTERPARTS

This Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment by their respective officers or agents as of the date first above written.

JETBLUE AIRWAYS CORPORATION AIRBUS S.A.S.

By: /s/ Mark D. Powers By: /s/ Benoit de Saint-Exupery

Its: Chief Financial Officer Its: Vice President Contracts

Page 5

*** Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

AMENDED AND RESTATED SCHEDULE 1

Appendix 1
to
Amendment No. 5
Amended and Restated
SCHEDULE 1

Page 6

*** Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

AMENDED AND RESTATED SCHEDULE 1

	CACiD No.	Aircraft Rank No.	Type	Scheduled Delivery Month/Quarter	Scheduled Delivery Year
1	159 908	122	Group 1 A320 Aircraft	[***]	2011
2	159 942	123	Group 1 A320 Aircraft	[***]	2012
3	159 943	124	Group 1 A320 Aircraft	[***]	2012
4	159 950	125	Group 1 A320 Aircraft	[***]	2012
5	159 951	126	Group 1 A320 Aircraft	[***]	2012
6	159 923	127	Group 1 A320 Aircraft	[***]	2012
7	159 924	128	Group 1 A320 Aircraft	[***]	2012
8	159 925	129	Group 1 A320 Aircraft	[***]	2012
9	159 939	130	A320 Backlog Aircraft	[***]	2013
10	159 960	131	A320 Backlog Aircraft	[***]	2013
11	159 961	132	A320 Backlog Aircraft	[***]	2013
12	159 962	133	A321 Backlog Aircraft	[***]	2013
13	159 963	134	A321 Backlog Aircraft	[***]	2013
14	159 964	135	A321 Backlog Aircraft	[***]	2013
15	159 965	136	A321 Backlog Aircraft	[***]	2013
16	159 916	137	A321 Backlog Aircraft	[***]	2014
17	159 940	138	A321 Backlog Aircraft	[***]	2014
18	159 941	139	A321 Backlog Aircraft	[***]	2014
19	159 944	140	A321 Backlog Aircraft	[***]	2014
20	159 945	141	A321 Backlog Aircraft	[***]	2014
21	159 946	142	A321 Backlog Aircraft	[***]	2014
22	159 947	143	A321 Backlog Aircraft	[***]	2014
23	159 948	144	A321 Backlog Aircraft	[***]	2014
24	159 949	145	A321 Backlog Aircraft	[***]	2014
25	159 956	146	A321 Backlog Aircraft	[***]	2015
26	159 957	147	A321 Backlog Aircraft	[***]	2015
27	159 958	148	A321 Backlog Aircraft	[***]	2015
28	159 959	149	A321 Backlog Aircraft	[***]	2015
29	159 929	150	A321 Backlog Aircraft	[***]	2015
30	159 930	151	A321 Backlog Aircraft	[***]	2015
31	159 931	152	A321 Backlog Aircraft	[***]	2015
32	159 932	153	A321 Backlog Aircraft	[***]	2015
33	159 933	154	A321 Backlog Aircraft	[***]	2015
34	10002716	155	Incremental A321 Aircraft	[***]	2015
35	159 920	156	A321 Backlog Aircraft	[***]	2015
36	10002752	157	Incremental A321 Aircraft	[***]	2015
37	159 911	158	A321 Backlog Aircraft	[***]	2016
38	159 912	159	A321 Backlog Aircraft	[***]	2016
39	159 917	160	A321 Backlog Aircraft	[***]	2016

AMENDED AND RESTATED SCHEDULE 1

	CACiD No.	Aircraft Rank No.	Type	Scheduled Delivery Month/Quarter	Scheduled Delivery Year
40	159 918	161	A321 Backlog Aircraft	[***]	2016
41	159 926	162	A321 Backlog Aircraft	[***]	2016
42	159 927	163	A321 Backlog Aircraft	[***]	2016
43	159 928	164	A321 Backlog Aircraft	[***]	2016
44	159 952	165	A321 Backlog Aircraft	[***]	2016
45	159 953	166	A321 Backlog Aircraft	[***]	2016
46	159 934	167	A321 Backlog Aircraft	[***]	2016
47	159 922	168	Converted A321 Backlog Aircraft	[***]	2017
48	159 954	169	Converted A321 Backlog Aircraft	[***]	2017
49	159 955	170	Converted A321 Backlog Aircraft	[***]	2017
50	159 921	171	Converted A321 Backlog Aircraft	[***]	2017
51	104 440	172	Converted A321 Backlog Aircraft	[***]	2017
52	104 442	173	Converted A321 Backlog Aircraft	[***]	2017
53	10054088	249	Additional A321 Aircraft	[***]	2017
54	159 909	174	Converted A321 Backlog Aircraft	[***]	2017
55	10054089	250	Additional A321 Aircraft	[***]	2017
56	10002770	175	Incremental A321 Aircraft	[***]	2017
57	10054090	251	Additional A321 Aircraft	[***]	2017
58	10002771	176	Incremental A321 Aircraft	[***]	2017
59	10054091	252	Additional A321 Aircraft	[***]	2017
60	10002772	177	Incremental A321 Aircraft	[***]	2017
61	10054092	253	Additional A321 Aircraft	[***]	2017
62	159 910	178	Converted A321 Backlog Aircraft	[***]	2018
63	10054093	254	Additional A321 Aircraft	[***]	2018
64	10054100	261	Additional A321 Aircraft	[***]	2018
65	10054101	262	Additional A321 Aircraft	[***]	2018
66	10054102	263	Additional A321 Aircraft	[***]	2018
67	402 135	182	Converted A321 NEO Aircraft	[***]	2018
68	402 136	183	Converted A321 NEO Aircraft	[***]	2018
69	10002778	184	Incremental A321 NEO Aircraft	[***]	2018
70	10054094	255	Additional A321 Aircraft	[***]	2018
71	10054095	256	Additional A321 Aircraft	[***]	2018
72	10054096	257	Additional A321 Aircraft	[***]	2018
73	402 137	185	Converted A321 NEO Aircraft	[***]	2019
74	402 138	186	Converted A321 NEO Aircraft	[***]	2019
75	10054097	258	Additional A321 Aircraft	[***]	2019
76	10054098	259	Additional A321 Aircraft	[***]	2019
77	10054099	260	Additional A321 Aircraft	[***]	2019
78	402 132	179	Converted A321 NEO Aircraft	[***]	2019

AMENDED AND RESTATED SCHEDULE 1

	CACiD No.	Aircraft Rank No.	Type	Scheduled Delivery Month/Quarter	Scheduled Delivery Year
79	402 133	180	Converted A321 NEO Aircraft	[***]	2019
80	402 134	181	Converted A321 NEO Aircraft	[***]	2019
81	402 141	189	Converted A321 NEO Aircraft	[***]	2019
82	10002779	190	Incremental A321 NEO Aircraft	[***]	2019
83	10002780	191	Incremental A321 NEO Aircraft	[***]	2019
84	402 139	187	Converted A321 NEO Aircraft	[***]	2019
85	402 140	188	Converted A321 NEO Aircraft	[***]	2019
86	10002782	193	Incremental A321 NEO Aircraft	[***]	2019
87	10002783	194	Incremental A321 NEO Aircraft	[***]	2019
88	10002784	195	Incremental A321 NEO Aircraft	[***]	2019
89	10002781	192	Incremental A321 NEO Aircraft	[***]	2019
90	10002785	196	Incremental A321 NEO Aircraft	[***]	2019
91	10002786	197	Incremental A321 NEO Aircraft	[***]	2019
92	10002787	198	Incremental A321 NEO Aircraft	[***]	2019
93	10002788	199	Incremental A321 NEO Aircraft	[***]	2019
94	10002756	200	A321 NEO Aircraft	[***]	2020
95	10002760	201	A321 NEO Aircraft	[***]	2020
96	10002764	202	A321 NEO Aircraft	[***]	2020
97	10002789	203	Incremental A321 NEO Aircraft	[***]	2020
98	10002790	204	Incremental A321 NEO Aircraft	[***]	2020
99	10002791	205	Incremental A321 NEO Aircraft	[***]	2020
100	10002792	206	Incremental A321 NEO Aircraft	[***]	2020
101	10054124	264	Additional A321 NEO Aircraft	[***]	2020
102	10009793	207	Incremental A321 NEO Aircraft	[***]	2020
103	10002794	208	Incremental A321 NEO Aircraft	[***]	2020
104	402 142	209	A320 NEO Aircraft	[***]	2020
105	402 143	210	A320 NEO Aircraft	[***]	2020
106	10054125	265	Additional A321 NEO Aircraft	[***]	2020
107	402 144	211	A320 NEO Aircraft	[***]	2020
108	402 145	212	A320 NEO Aircraft	[***]	2020
109	402 146	213	A320 NEO Aircraft	[***]	2020
110	402 147	214	A320 NEO Aircraft	[***]	2020
111	10054126	266	Additional A321 NEO Aircraft	[***]	2020
112	402 151	215	A320 NEO Aircraft	[***]	2021
113	402 152	216	A320 NEO Aircraft	[***]	2021
114	402 153	217	A320 NEO Aircraft	[***]	2021
115	402 154	218	A320 NEO Aircraft	[***]	2021
116	10054127	267	Additional A321 NEO Aircraft	[***]	2021
117	402 155	219	A320 NEO Aircraft	[***]	2021

AMENDED AND RESTATED SCHEDULE 1

	CACiD No.	Aircraft Rank No.	Type	Scheduled Delivery Month/Quarter	Scheduled Delivery Year
118	402 156	220	A320 NEO Aircraft	[***]	2021
119	402 157	221	A320 NEO Aircraft	[***]	2021
120	402 158	222	A320 NEO Aircraft	[***]	2021
121	10054128	268	Additional A321 NEO Aircraft	[***]	2021
122	402 159	223	A320 NEO Aircraft	[***]	2021
123	402 160	224	A320 NEO Aircraft	[***]	2021
124	402 161	225	A320 NEO Aircraft	[***]	2021
125	402 162	226	A320 NEO Aircraft	[***]	2021
126	10054129	269	Additional A321 NEO Aircraft	[***]	2021
127	402 163	227	A320 NEO Aircraft	[***]	2021
128	402 164	228	A320 NEO Aircraft	[***]	2021
129	402 165	229	A320 NEO Aircraft	[***]	2021
130	402 166	230	A320 NEO Aircraft	[***]	2021
131	10054130	270	Additional A321 NEO Aircraft	[***]	2021
132	402 148	231	A320 NEO Aircraft	[***]	2022
133	402 149	232	A320 NEO Aircraft	[***]	2022
134	402 150	233	A320 NEO Aircraft	[***]	2022
135	10002765	234	A321 NEO Aircraft	[***]	2022
136	10054131	271	Additional A321 NEO Aircraft	[***]	2022
137	10002766	235	A321 NEO Aircraft	[***]	2022
138	10002767	236	A321 NEO Aircraft	[***]	2022
139	10002768	237	A321 NEO Aircraft	[***]	2022
140	10002769	238	A321 NEO Aircraft	[***]	2022
141	10054132	272	Additional A321 NEO Aircraft	[***]	2022
142	10002773	239	A321 NEO Aircraft	[***]	2022
143	10002774	240	A321 NEO Aircraft	[***]	2022
144	402 127	241	A321 NEO Aircraft	[***]	2022
145	402 128	242	A321 NEO Aircraft	[***]	2022
146	10054133	273	Additional A321 NEO Aircraft	[***]	2022
147	402 129	243	A321 NEO Aircraft	[***]	2022
148	402 130	244	A321 NEO Aircraft	[***]	2022
149	402 131	245	A321 NEO Aircraft	[***]	2022
150	10002775	246	Incremental A321 NEO Aircraft	[***]	2022
151	10054134	274	Additional A321 NEO Aircraft	[***]	2022
152	10002776	247	Incremental A321 NEO Aircraft	[***]	2023
153	10054135	275	Additional A321 NEO Aircraft	[***]	2023
154	10054136	276	Additional A321 NEO Aircraft	[***]	2023
155	10002777	248	Incremental A321 NEO Aircraft	[***]	2023
156	10054137	277	Additional A321 NEO Aircraft	[***]	2023

AMENDED AND RESTATED SCHEDULE 1

	CACiD No.	Aircraft Rank No.	Type	Scheduled Delivery Month/Quarter	Scheduled Delivery Year
157	10054138	278	Additional A321 NEO Aircraft	[***]	2023

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[***] Represents material which has been redacted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

AGREEMENT AND GENERAL RELEASE

This Agreement and General Release (hereinafter, the "Agreement") offered to Mark Powers (the "Executive") by JetBlue Airways Corporation (the "Company") is dated as of September 13, 2016.

WHEREAS, the Executive desires to retire from his position with the Company as Chief Financial Officer on November 1, 2016 (the "Retirement Date").

WHEREAS, the Company desires to retain the Executive as a Senior Advisor on an at will basis for a period of time of 12 months starting on November 1, 2016 (unless extended or terminated by either party sooner); and

WHEREAS, this agreement, when executed by the Executive and the Company, shall be effective as of the Retirement Date; and

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth below, and intending to be legally bound thereby, the Company and the Executive covenant and agree as follows:

1. Retirement. The Executive agrees to retire from his position of Chief Financial Officer of the Company by executing the letter attached as Appendix A to this Agreement as of the Retirement Date.

2. Payment and Benefits. In consideration for the Executive's obligations herein, the Company shall provide the following payments and benefits:

a. Payments to Executive:

(i) The Executive shall continue to receive his Base Salary at the annual rate of FOUR HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$425,000.00), less all applicable withholdings and deductions, from the Retirement Date through the termination of employment as a Senior Advisor (the "Advisory Period").

(ii) No later than April 1, 2017, the Executive shall receive a lump sum payment of NINETY-FIVE THOUSAND DOLLARS AND NO CENTS (\$95,000.00), less all applicable withholdings and deductions.

(iii) The Advisory Period shall be intended to continue until November 1, 2017 ("Advisory End Date"), although either the Company or the Executive may terminate employment as a Senior Advisor at will at any time. During the Advisory Period, Executive shall continue to be actively employed by the Company with duties to be mutually agreed upon by the parties.

(iv) The parties agree that Executive may be based in New Orleans, Louisiana, and may perform his duties remotely, at Company headquarters in Long Island City, New York, and wherever he can best fulfill his duties to the Company, as determined by the Executive in consultation with the Company. All reasonable travel and related expenses incurred by the Executive in the fulfillment of his duties hereunder will be reimbursed in accordance with the applicable expense reimbursement policies and procedures of the Company as in effect from time to time.

(v) At the end of the Advisory Period, the Executive's employment shall terminate and he shall receive a lump sum payment of TWENTY-FIVE THOUSAND DOLLARS AND CENTS (\$25,000.00) less all applicable withholdings and taxes, in consideration for and subject to the Executive executing the Updated General Release attached as Appendix B to this Agreement (the "Lump Sum Payment"). The Lump Sum Payment shall be made within 15 business days of the Executive's execution and non-revocation of the Updated General Release attached as Appendix B.

(vi) Notwithstanding the foregoing, should the Executive obtain full-time employment, with substantially equivalent benefits, during the Advisory Period, should the Company terminate Executive's employment as a Senior Advisor or should the Executive die, the Company shall convert any remaining salary payments due to him through the Advisory End Date into a lump sum payment (less all applicable withholdings and deductions), to be made within 15 business days of the Executive's execution and non-revocation of the Updated General Release attached as Appendix B payable to Executive (or his designated beneficiary). The Executive shall notify James G. Hnat, Executive Vice President and General Counsel, within 5 days after he obtains full-time employment. Upon his acceptance of such employment, the Executive's employment with the Company shall end and any and all benefits discussed in this Paragraph 2 that are continuing during the Advisory Period shall terminate; provided, however, the Flight Benefits set forth in 2(e) shall continue and the Executive shall receive the Bonus, payable as set forth in Section 2(b) below.

b. Bonus. The Company shall pay Executive a pro rata bonus payment in respect of his service for the 2016 calendar year for the time period between January 1, 2016 through the Retirement Date at target and as determined by relevant plan documents. The bonus shall be paid at the same time that annual bonuses are otherwise paid to employees generally, but in no event later than March 15, 2017. The Executive specifically acknowledges and agrees that his employment during the Advisory Period will not otherwise be bonus eligible.

c. 401(k). The Company shall continue to make 401(k) matching contributions, if any, on behalf of the Executive during the Advisory Period, subject to the terms of the applicable plan.

d. Benefits. The Company agrees to continue the Executive's existing medical and dental benefits during the Advisory Period, subject to the terms and conditions of the plans.

e. Flight Benefits. Regardless of the terms of this Agreement, it is understood and agreed by the Company that the Executive is entitled to his current JetBlue CrewTravel privileges during the Advisory Period and lifetime positive space flight benefits on JetBlue and standby on OALs subject to the terms of JetBlue's pass travel programs and any future changes to those programs including, but not limited to any changes as may be required by Section 409A of the Internal Revenue Code.

f. Restricted Stock Units/Performance Shares Units. The Company agrees that outstanding Restricted Stock Units and Performance Share Units held by the Executive will vest per the terms and conditions of the applicable plans and agreements.

g. Executive Physical. The Company agrees to pay Executive the cost of an Executive Physical during his Advisory Period, subject to the applicable policies governing Executive Physicals.

h. Career Transition. Executive shall be reimbursed up to \$40,000 to be used for career transition support as determined by Executive during the Advisory Period.

i. Moving Expenses and Sale of Residence. The Company agrees to pay reasonable costs for a white glove move of Executive's belongings from his New York residence (the "New York Residence") to his home in New Orleans. The Company further agrees to reimburse Executive for up to Ten Thousand Dollars (\$10,000.00) for real estate consulting service fees.

j. The Company agrees to pay Berke-Weiss Law PLLC for legal services rendered to the Executive in connection with the negotiation of this Agreement.

3. No Other Payments of Benefits. Except for the payments and benefits provided for in Paragraph 2 of this Agreement, and those accrued but unused benefits and obligations to which the Executive is entitled, the Executive hereby acknowledges and agrees that the Executive is not entitled to any other compensation or benefits of any kind from the Company, including, but not limited to, any claims for salary, bonuses, severance, or any other payments or benefits whatsoever under any Company plan or program. The Executive's equity grants shall be governed by the terms of the applicable plans as may be amended from time to time.

4. Release. In consideration of the obligations of the Company herein, specifically some of the payment and benefits described in Paragraph 2 of this Agreement, of which the Executive acknowledges that the Executive is not otherwise entitled, the Executive hereby fully and forever unconditionally releases and discharges the Company and all of its past and present officers, directors, employees, insurers, agents, subsidiaries, successors and assigns (hereinafter referred to collectively as the "Releasees"), from any and all manner of actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, charges, claims and demands whatsoever which the Executive, the Executive's heirs, executors, administrators and assigns has, or may hereafter have against the Releasees arising out of or by reason of any cause, matter or thing whatsoever occurring on or before the Effective Date of this Agreement, including, but without limitation to, any or all matters relating to the Executive's employment by the Company and the separation thereof, the Executive's benefits, and all matters arising under any international, federal, state, or local statute, rule or regulation or principle of contract law or common law, in law or in equity, including, but not limited to, claims arising under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Employee Retirement Income Security Act of 1974, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, all as amended, and any other federal, state or local laws regarding employment discrimination, excepting only claims for worker's compensation, unemployment compensation and rights under the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

Nothing in this agreement prohibits Executive from reporting possible violations of federal law or regulation to any governmental agency or regulatory authority, including but not limited to the U.S. Securities Exchange Commission, or from making other disclosures that are protected under the whistleblower provisions of federal law or regulation. The Executive does not waive or release any rights arising after the Effective Date of this Agreement.

5. Restrictive Covenants

a. Non-Compete. The parties agree that during the Advisory Period, if the Executive engages in Competitive Activity, which shall be defined as directly or indirectly owning, managing, operating, joining, controlling or participating in the ownership, management, operation or control of, or be employed by, any air carrier with its base of operations in North, Central or South America (the "Competitive Airlines"), the Executive's employment shall terminate, the Company's obligation to make and/or continue future payments and benefits under this Agreement shall terminate, and the Executive shall be required to repay to the Company any payments and benefits previously paid to him under this Agreement within 3 business days of him engaging in the Competitive Activity. The Executive must notify James G. Hnat, Executive Vice President and General Counsel, within 5 business days of engaging in Competitive Activity. Subject to the terms herein, during the Advisory Period, the Executive shall not be precluded from working for any airline consulting firms (provided that the Executive may not be placed at a Competitive Airline or directly or indirectly perform full time duties for a Competitive Airline), freight carriers, airline investment banking firms, regional airlines, manufacturers, air taxi services, fractional jet operators, foreign airlines, and other similar companies.

b. Non-Solicit. Unless the Company agrees and provides written consent to the contrary, the Executive agrees that during the Advisory Period, the Executive shall not directly or indirectly (i) interfere with or attempt to interfere with any person who is, or was during the then most recent 12-month period, an employee, officer, representative or agent of the Company or its affiliates, or solicit, induce or attempt to solicit, induce any of them to leave the employ of the Company or its affiliates or violate the terms of their contracts, or any employment arrangements, with the Company or its affiliates; (ii) induce or attempt to induce any employee of the Company or its affiliates to leave the employ of the Company or its affiliates, or interfere in any way with the relationship between the Company or its affiliates and any employee of the Company or its affiliates; or (iii) induce or attempt to induce any customer, supplier, licensee or other business relation of the Company or its affiliates to cease doing business with the Company or its affiliates, or in any way interfere with the relationship between the Company or its affiliates and any of their respective customers, suppliers, licensees or other business relations. As used herein, the term "indirectly" shall include, without limitation, the Executive's permitting the use of the Executive's name by any competitor of the Company to induce or interfere with any employee or business relationship of the Company.

c. The Parties understand and agree that notwithstanding Executive's duties hereunder, he may engage in teaching, serve on corporate and non-profit boards, and engage in other consulting activities.

6. Company Property. The Executive shall retain use of all Company property in the Executive's possession during the Advisory Period. Thereafter, the Executive shall return all Company property.

After giving effect to the return of the property discussed above, the Executive represents and warrants that the Executive has no Company records or copies of records or correspondence or copies of correspondence, other than non-confidential documents relating to the Executive's own employment by the Company.

7. Non-Disparagement. The Executive agrees that the Executive will not publish or communicate to any person or entity Disparaging (as defined herein) remarks, comments or statements concerning the Releasees. The Company and its officers shall not publish or communicate to any person or entity any Disparaging remarks comments or statements concerning the Executive. "Disparaging" remarks, comments, or statements are those that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of the Company's business or the Executive.

8. Protection of Confidential Information. The Executive hereby acknowledges that Executive remains subject to and agrees to abide by any and all existing duties and obligations respecting confidential and/or proprietary information of the Company.

9. Non-Assignment of Rights. Executive warrants that the Executive has not assigned or transferred any right or claim described in the general release given in Paragraph 4 above.

10. Voluntary and Knowing. The Executive represents and warrants that the Executive fully understands the terms of this Agreement and that the Executive knowingly and voluntarily, of the Executive's own free will without any duress, being fully informed, after due deliberation and after consultation with the Executive's own counsel, accepts its terms and signs the same as the Executive's own free act.

11. Revocation Period and Effective Date. Executive acknowledges that the Company has provided the Executive the opportunity to review and consider this Agreement for at least twenty-one (21) days from the date the Company provided the Executive this Agreement. Executive represents that he was advised by the Company to review this Agreement with an attorney before signing. If Executive executes this Agreement prior to the expiration of twenty-one (21) days from the date the Company provided the Executive with this Agreement, the Executive voluntarily and knowingly waives any right the Executive may have, prior to signing this Agreement, to additional time within which to consider the Agreement. The Executive may revoke this Agreement within seven (7) days after he executes this Agreement by providing written notification of the intended revocation to James G. Hnat, Executive Vice President and General Counsel, at the Company. This Agreement becomes effective on the eighth day after it is executed by both parties, provided that it is not revoked by the Executive prior to that date (the "Effective Date").

12. No Exit Incentive. The payments provided under this Agreement are no offered in connection with any specific exit incentive or other employment termination program.

13. Governing Law. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, and performance or otherwise by the laws of the State of New York.

14. Entire Agreement. This Agreement constitutes the sole and entire agreement between the Company and the Executive and supersedes any and all understandings and agreements (including, without limitation, the Employment Agreement) made prior hereto, if any.

15. Modification. No provision of this Agreement shall be amended, waived, or modified except by an instrument in writing signed by the parties hereto.

16. Counterparts. This Agreement may be executed in counterparts, both of which together shall constitute the original agreement. This Agreement may also be executed by facsimile signature.

17. No Admission of Liability. It is understood and agreed that the execution of this Agreement by the Company is not to be construed as an admission of any liability on its part to Executive other than to comply with the terms of this Agreement.

ACCEPTED AND AGREED:

Date: September 13, 2016

MARK POWERS
/s/ Mark D. Powers

JETBLUE AIRWAYS
CORPORATION

Michael Elliott
By: /s/ Michael Elliott
Title: EVP People

APPENDIX A

Robin Hayes
President and Chief Executive Officer
JetBlue Airways Corporation
27-01 Queens Plaza North
Long Island City, NY 11101

Dear Robin,
Effective _____, 2016, I hereby resign my position as Chief Financial Officer of JetBlue Airways Corporation.
Sincerely,
Mark Powers
_____, 2016

APPENDIX B
UPDATED RELEASE

This Updated General Release (hereinafter the "Release") is dated this _____ day of _____, 2017).

WHEREAS, the Executive and the Company entered into an Agreement and General Release in _____, 2016 (the "2016 Agreement") whereby Executive retired from his employment with the Company as Chief Financial Officer and became employed as a Senior Advisor through DATE; and

WHEREAS, the Executive now desires to resign from his position as a Senior Advisor and to terminate his employment with the Company.

1. Release. Therefore, in consideration of the obligations of the Company set forth in the 2016 Agreement, to which the Executive acknowledges that the Executive is not otherwise entitled, the Executive hereby fully and forever unconditionally releases and discharges the Company and all of its past or present officers, directors, employees, insurers, agents, subsidiaries, successors and assigns (hereinafter referred to collectively as the "Releasees"), from any and all manner of actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, charges, claims and demands whatsoever which the Executive, the Executive's heirs, executors, administrators and assigns has, or may hereafter have against the Releasees arising out of or by reason of any cause, matter or thing whatsoever occurring on or before the Effective Date of this Release, including, but without limitation to, any or all matters relating to the Executive's employment by the Company and the termination thereof, the Executive's benefits, and all matters arising under any international, federal, state, or local statute, rule or regulation or principle of contract law or common law, in law or in equity, including, but not limited to, claims arising under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Employee Retirement Income Security Act of 1974, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, all as amended, and any other federal, state or local laws regarding employment discrimination, excepting only claims for worker's compensation, unemployment compensation and rights under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") and the obligations set forth in the 2009 Agreement. The Executive does not waive or release any rights arising after the Effective Date of this Release.

2. Revocation Period and Effective Date. Executive acknowledges that the Company has provided the Executive the opportunity to review and consider this Updated General Release Agreement for at least twenty-one (21) days from the date the Company provided the Executive this Release. Executive represents that he was advised by the Company to review this Release with an attorney before signing. If Executive executes this Release prior to the expiration of twenty-one (21) days from the date the Company provided the Executive with this Release, the Executive voluntarily and knowingly waives any right the Executive may have, prior to signing this Release, to additional time within which to consider the Release. The Executive may revoke this Release within seven (7) days after he executes this Release by providing written notification of the intended revocation to James G. Hnat, Executive Vice President and General Counsel, at the Company. This Release becomes effective on the eighth day after it is executed by both parties, provided that it is not revoked by the Executive prior to that date (the "Effective Date").

ACCEPTED AND AGREED:

Date: _____, 2016

MARK POWERS
/s/ Mark D. Powers

JETBLUE AIRWAYS
CORPORATION

By: _____
Title: _____

JETBLUE AIRWAYS CORPORATION
COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES
(in millions, except ratios)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2016	2015	2016	2015
Earnings:				
Income before income taxes	\$ 330	\$ 322	\$ 942	\$ 794
Less: Capitalized interest	(2)	(2)	(6)	(6)
Add:				
Fixed charges	56	54	164	168
Amortization of capitalized interest	1	1	3	3
Adjusted earnings	<u>\$ 385</u>	<u>\$ 375</u>	<u>\$ 1,103</u>	<u>\$ 959</u>
Fixed charges:				
Interest expense	\$ 27	\$ 30	\$ 82	\$ 94
Amortization of debt costs	1	2	3	4
Rent expense representative of interest	28	23	79	70
Total fixed charges	<u>\$ 56</u>	<u>\$ 55</u>	<u>\$ 164</u>	<u>\$ 168</u>
Ratio of earnings to fixed charges ⁽¹⁾	<u>6.87</u>	<u>6.89</u>	<u>6.72</u>	<u>5.71</u>

(1) All ratios shown in the above table have been calculated using unrounded numbers.

Rule 13a-14(a)/15d-14(a) Certification of the Chief Executive Officer

I, Robin Hayes, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of JetBlue Airways Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 28, 2016

By: /s/ ROBIN HAYES

Chief Executive Officer

Rule 13a-14(a)/15d-14(a) Certification of the Chief Financial Officer

I, Mark D. Powers, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of JetBlue Airways Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 28, 2016

By: /s/ MARK D. POWERS

Chief Financial Officer

JetBlue Airways Corporation**SECTION 1350 CERTIFICATIONS**

In connection with the Quarterly Report of JetBlue Airways Corporation on Form 10-Q for the period ended September 30, 2016, as filed with the Securities and Exchange Commission on October 28, 2016 (the "Report"), the undersigned, in the capacities and on the dates indicated below, each hereby certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)) and the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of JetBlue Airways Corporation.

Date: October 28, 2016

By: /s/ ROBIN HAYES

Chief Executive Officer

Date: October 28, 2016

By: /s/ MARK D. POWERS

Chief Financial Officer