

NON-PROFIT MUTUAL BENEFIT CHARTER

BLUE PILOT FUND, INC.

2759 Pillsbury Way
Wellington, FL 33414

(813) 727-9839

www.BluePilotFund.org

Original documentation: 20 October 2009

Amendments Approved:

A. Temporary revocation of percentage maximums' limits:	EXPIRED
B. Temporary allowance of an initial non-donating membership:	17 November 2009
C. Permanent Officer electoral process instituted:	16 February 2010
D. Permanent change to a two year non-donor's status:	16 February 2010
E. Non-donating Membership status for certain military duties:	10 May 2010
F. Non-donating Membership status for STD / LTD / LoL	10 May 2010
G. Update to Delete and/or Correct Outdated Verbiage	01 November 2010
H. Complete Revision of Section 5M	07 April 2011
I. Status Update to Amend Verbiage and Grace Window	01 November 2011

Table of Contents

1. General Information	2
2. What is the Purpose of the Plan	2 - 3
3. Who is Eligible to Participate and When	3 - 4
4. Board of Trustees	4 - 8
5. Fund Benefits and Rules	8 - 11
6. Contributions	11
7. The Trust	12
8. Hardship Notification	12
9. Amendment and Termination of the Blue Pilot Fund	13
10. Pilots Rights and Expectations	13 - 14
11. Facts about the Blue Pilot Fund	14 - 15
12. Amendments	16 - 18

1. GENERAL INFORMATION

A. This Blue Pilot Fund Charter promulgates rules and regulations for this Non-Profit Mutual Benefit and for any JetBlue Airways pilots who may choose to participate. Although distributed funds are restricted to the JetBlue Airways pilot group participants, it is not a part of or otherwise related to JetBlue Airways, Inc. This Charter also serves as a description of this Blue Pilot Fund, established and maintained by participating pilots effective 01 November 2009. In this Charter, the following terms are used:

(1) “Pilot” or “Pilots” refer to the JetBlue Airways pilot(s) participating in this Blue Pilot Fund.

(2) “Company” refers to JetBlue Airways.

(3) “Blue Pilot Fund” or “BPF” refers to this Non-Profit Mutual Benefit maintained for participating pilots.

(4) “Board of Trustees” or simply “Board” refers to those Officers who have been chosen by pilots to administrate the Blue Pilot Fund, make amendments to this Charter, communicate to pilots, and distribute monies to pilots in need.

(5) “Eligibility” refers to a pilot’s potentiality to receive BPF monies due to a hardship.

(6) “Distressed Pilot” refers to a pilot who has made a Hardship Notification to the Board of Trustees.

(7) “Officer” refers to a member of the Board of Trustees.

B. The following sections will set forth doctrine and answer basic questions pilots might have regarding the Blue Pilot Fund (BPF). Pilots should read this Charter carefully so that they will understand how the BPF may benefit them, as well as certain exclusions or limitations on the receipt of a fund award which may apply. The Board of Trustees has the discretionary authority to amend the terms of the Blue Pilot Fund, interpret this Charter, and to determine fund distributions. Any determination or interpretation of the Blue Pilot Fund adopted by the Officers in good faith shall be binding upon all parties.

2. WHAT IS THE PURPOSE OF THE PLAN?

A. The Blue Pilot Fund is a plan established to allow pilots to make small contributions to a non-profit fund that potentially provides cash payments to pilots who suffer a medical, legal, or other financial crisis or crises, or become disabled and suffer a loss of income as a result of a disability which is not replaced by the other disability programs in which the pilot participates. The BPF is meant to mitigate involuntary hardships and shall not compensate for irresponsible, egregious, or criminal behavior, or willful self-inflicted injuries. No monies will be distributed to a pilot while they are a criminal defendant in a legal case relative to their hardship claim.

B. Although similar in purpose, the Blue Pilot Fund is not meant to compete with the JetBlue Airways Crewmember Crisis Fund (JCCF). Rather, it is simply an addition to it based on the significant needs of professional airline pilots and their average responsibilities. All pilots who currently contribute to the JCCF are encouraged to continue contributing. All pilots who do not contribute to the JCCF are encouraged to do so.

C. However, the Blue Pilot Fund is separate from the purview of JetBlue Airways. It is not designed to be considerable by JetBlue Airways. More directly, adjusting a pilot’s JCCF award based simply on the existence of the BPF would be wrong and possibly damaging to future pilot

JCCF contributions. JetBlue's negative contractual influences or treatment of a pilot because of the BPF would be a gross contradiction to the purpose of this Fund.

3. WHO IS ELIGIBLE TO PARTICIPATE AND WHEN?

A. Pilots are eligible to participate in the Blue Pilot Fund commencing on 01 November 2009 or later if employed by the Company and they elect to participate in the BPF as described below. Any pilot donation will be accepted. However, a minimally acceptable amount is established in Section 6 that allows a pilot to be eligible to receive funds per the judgment of the Board of Trustees.

B. Regarding non-donators who are not already acknowledged as distressed pilots or non-donating members:

(1) All pilots employed by the Company on 01 November 2009 had until 31 October 2011 to contribute the minimally acceptable monthly payment to be immediately eligible upon initial donation. For those same pilots who initiate a membership on 01 November 2011 or later, they will require twelve months of minimum and timely donations before acquiring eligibility as a distressed pilot. All pilots employed by the Company after 01 November 2009 and before 01 November 2011 have two years from their date of hire to contribute the minimally acceptable monthly payment or else they will also require twelve months of minimum donations for eligibility. This specific period will be called the "two year grace window." All pilots employed by the Company after 01 November 2011 have only a one year grace window.

(2) For a potential member who desires to attain BPF eligibility after their respective grace window, and even if they donate a minimum annual lump sum payment as their initial contribution, the Chairman and Treasurer cannot consider a pilot beyond their grace window for a fund distribution until twelve months after their initial donation regardless of the initial donation amount

C. Once a pilot becomes eligible in the BPF, eligibility is effective thereafter until a pilot notifies the Board that he or she is revoking their eligibility in the BPF. If a pilot becomes eligible and does not self-terminate eligibility, the pilot will remain eligible until (i) employment terminates (except as per Section 3E) or their authorized leave of absence (other than a sick leave of absence) from the Company expires and the pilot does not return to the employ of the Company, (ii) the Blue Pilot Fund is terminated, or (iii) the pilot fails to pay any participant contributions as described in Section 3D and Section 6C with the exception of Section 3F and 3G. As an additional exception, if a current member successfully applies to maintain a non-donating membership, as per Section 12B(2), then their membership will resume until the Chairman and Treasurer deem the pilot can afford a donation.

D. Assuming a pilot has exceeded their grace window, and if a pilot terminates eligibility because the pilot voluntarily stops minimally acceptable contributions for 65 days, the pilot may not again become eligible until the pilot has made twelve months worth of minimally acceptable participant contributions. If the pilot is still within their grace window, they may exceed their 65 day no-payment period and forfeit their membership, then instantly regain membership with a donation. To reiterate, the latter must occur entirely within the grace window in order to transpire as described. Also, the Board may overlook the lack of participant contributions in regards to eligibility if they surmise the missed payments were directly related to a hardship claim. This overlook should be considered extremely rare, however. If a pilot suffers a hardship preventing

the minimally acceptable payment, he or she needs to immediately request a non-donating membership as per Section 12B(2) and/or initiate Section 8 procedures.

E. If a pilot ceases to participate in the Blue Pilot Fund due to termination of employment, furlough, or leave of absence, the pilot will be treated as a newly-hired employee upon return to the Company and may participate in the Blue Pilot Fund with immediate eligibility under the normal contributions plan. If a pilot's employment is terminated but feels the termination was unjust, and he or she otherwise remains currently eligible, the pilot may submit a Hardship Notification to the Board of Trustees for consideration.

F. Should a pilot be involuntarily assigned to active military duty anywhere outside of the United States for a period greater than three months, or should a pilot be assigned or voluntarily accept active duty orders to a combat theater for a period greater than one month, the pilot may remain as an active BPF member without the necessity for a donation until their tour of duty expires, upon which the normal requirement for a donation will resume.

(1) The pilot is responsible for notifying the Board should one of these two situations apply in order to take advantage of this section.

(2) In all other cases of military leave, the pilot retains all rights and expectations under this Charter if he or she maintains their military leave status with the Company and a minimum required donation to the BPF (based on their seat position at the Company noted at the initiation of their military leave).

G. Should a pilot maintain a Short Term or Long Term Disability (STD/LTD) status with the Company, or should a pilot suffer a Loss of License (LoL) as an active member, the pilot may remain, upon request, as an active BPF member without the necessity for a donation. Upon return to flight status, the normal requirement for a donation will resume.

4. BOARD OF TRUSTEES

A. Officer Eligibility – The Board of Trustees will consist of seven currently employed JetBlue Airways pilots. These pilots must maintain eligibility in the Blue Pilot Fund and must not have an official administrative or committee position at JetBlue Airways so as to allow for the maximum availability of each Officer. If at any time an Officer appears to have lost eligibility, all Officers excluding the one in question will initiate a vote to determine such. If the Officer is found to have lost eligibility via majority vote, the most senior Officer participating in the vote will terminate the Officer's status with the Board of Trustees and communicate the loss of eligibility in the Blue Pilot Fund.

B. Compensation and Expenses – There will be no direct compensation for Officers except for the honor of aiding their fellow pilots. Expenses for travel, office equipment, conference calls, etc., are at the discretion of the Chairman and Treasurer for the Board of Trustees. All expenses incurred by Officers are a reduction in donated funds. Hence, expenses will be kept to an absolute minimum. Flagrant purchases or essentially buying anything which is not strictly related to the operation of an unassailable Blue Pilot Fund is strictly forbidden. Violating this principle is grounds for an immediate officer impeachment.

C. Elected Officers –All pilots will be made aware of Trustee elections, how they can run for an officer position, and how they can vote for candidates in a timely manner. Board of Trustees

terms will last no longer than four years, except as allowed by Section 4F(3), and they may serve a maximum of two terms. The Chairman of the Board of Trustees will construct an election timeline so that no more than four positions will be up for election at any one time. The elections for the Chairman and the Treasurer will occur on different election cycles.

D. Monthly Meeting – All Officers will try to meet in person or by phone at least once per month to discuss issues regarding the Fund, this Charter, or any Board action. At least five officers should partake in the monthly meeting. Meeting times should adjust so no officer misses two monthly meetings in a row. As a secondary priority, meeting times should coincide with the availability of the Director of Communications so that he or she may record the minutes. The Vice-Chairman, or the Chairman in the Vice-Chairman’s absence, will schedule and conduct the meeting. The Vice-Chairman should coordinate with all Officers in order to discover their availability and issues they desire to deliberate.

E. The following delineates the roles of each Officer and they are listed in order of seniority:

(1a) **Chairman of the Board of Trustees** – The Chairman is responsible for supervising Blue Pilot Fund administration, pilot communications, intra-officer communications, Hardship Notification reactions, fund distributions, expenses, fund raising, general fund management, and the Officers in general. The Chairman will avoid passive supervision and, instead, will actively engage in all of the Officers’ primary and collateral duties. The Chairman’s most primary duty, in summary, is to develop and ensure a vibrant and gracious Blue Pilot Fund, but one that is also honest and financially sound. The Chairman must also ensure a record of monthly meeting minutes, after production by the Director of Communications, is provided on the BPF website in a timely manner.

(1b) The Chairman will work in conjunction with the Treasurer and in accordance with this Charter to determine appropriate fund distributions to distressed pilots. The Chairman will accomplish this task only after reviewing information from the Evaluator(s) for the Board of Trustees. The Chairman will assign at least one Evaluator per distressed pilot. The Chairman may assign any officer as an Evaluator if the two dedicated Evaluators are deemed overloaded. In this case, the Chairman’s first choice will normally be the Vice-Chairman of the Board of Trustees.

(1c) If a situation occurs among the Officers or BPF that is not otherwise directed by this Charter, the Chairman’s decision(s) will be binding upon all parties. If a junior officer disagrees with a specific Chairman’s decision, the officer may call for a review of the decision at the next monthly meeting. If another officer “seconds” the review request, a vote will occur among the six junior officers. A unanimous vote by all six junior officers is required to overturn a Chairman’s decision in an area that is not otherwise directed by this Charter. If the review request is simply a challenge of an interpretation of a specific clause in this Charter, then only four of the junior officers are required to overturn the Chairman’s decision.

(1d) Impeachment of the Chairman will occur only when all six junior officers unanimously vote to hold a pilot-wide election. A majority of the total of all BPF participants (i.e. not just a simple majority of those who decide to vote) are required to vote in favor of impeachment in order to oust the Chairman. In the case of a successful impeachment, the most senior remaining officer will notify the ousted Chairman that he or she is no longer an officer on the Board of Trustees. This process of impeachment applies to any officer under scrutiny. An impeachment does not necessarily affect the ousted officer’s eligibility in the BPF.

(2a) **Treasurer for the Board of Trustees** – The Treasurer is delegated the authority to manage the Blue Pilot Fund. The Treasurer shall be in constant communication with the Chairman regarding BPF income, total and recent distributions, and overall vitality of the Fund. The Treasurer is also responsible for discovering and filing any necessary forms required by the Internal Revenue Service.

(2b) The Treasurer is the immediate supervisor to the Secretary for the Board of Trustees. The Treasurer should also work in close concert with the Secretary to monitor accurate records of pilot donations and anything related to pilot eligibility issues. The Treasurer is also delegated the authority to manage the expenses of all Officers, to include promulgating rules and regulations regarding any reimbursable expenses incurred by Officers.

(3a) **Vice-Chairman of the Board of Trustees** – The Vice-Chairman directly assists the Chairman as requested. The Vice-Chairman is also the immediate supervisor to the Evaluators for the Board of Trustees. The Vice-Chairman will coordinate and administrate their functions and will work directly with the Treasurer in determining acceptable expenses for the Evaluators.

(3b) The Vice-Chairman will work with the Evaluators to occasionally edit and improve the Hardship Notification Form on the BPF website, as well as the form which releases the Board from privacy rights liability issues as per Section 4E(6c). Other Vice-Chairman responsibilities are explained in Section 4D.

(4a) **Secretary for the Board of Trustees** – The Secretary is delegated the authority to manage all normal administrative matters of BPF participants. The most critical function is annotating individual donations on a spreadsheet. This spreadsheet should include, at a minimum, the name of each participant, their payment amounts, month of all donations, and the amount of all donations. The Secretary will monitor payments and notify the Board of Trustees when a participant loses eligibility. The updated BPF Ledger, monthly account statements, and email rosters will be sent to all BPF Officers by the 5th of every month. These files will be saved and kept confidential by each Trustee.

(4b) The Secretary will also assist the Director with communication to the Board and all BPF Members since he or she will often have the most current information to broadcast. The entire Board of Trustees, and especially the Treasurer, will understand the Secretary's functions are especially laborious and will often seek to assist the Secretary in his or her duties.

(5a) **Director of Communications for the Board of Trustees** – The Director is delegated the authority to communicate between the Officers and BPF participants, in accordance with the wishes of the Chairman, as well as record official intra-Officer communications as necessary. The Director will take minutes on all Officer monthly meetings and produce a coherent presentation of those minutes to the Chairman.

(5b) The Director will also monitor seat changes in the JetBlue pilot group and communicate all BPF participant seat changes to the Secretary so that he or she may adjust the participant's minimally acceptable payment amount.

(5c) The Director will take primary responsibility for maintaining and updating the official BPF website as directed by the Chairman.

(6a) **Evaluator for the Board of Trustees** – The Evaluator, or any other Officer who might be temporarily assigned an Evaluator, will work directly with the distressed pilot. In the

case of an incapacitated pilot, the Evaluator will attempt to communicate to a spouse, other family member, or anyone who might be able to facilitate an understanding of the pilot's crisis situation, relevant available benefits outside of the BPF, and critical financial responsibilities. The Evaluator(s) will introduce themselves into such a situation with an incapacitated pilot and what the BPF could potentially offer, but will not force themselves onto such a situation. If a pilot's incapacitation is expected to be extremely temporary, the Evaluator should strongly consider waiting to coordinate directly with the pilot when able.

(6b) The Evaluator will perform the best crisis evaluation possible while assessing the resultant financial damage to the distressed pilot, including notations of other benefits available to the pilot, and the pilot's critical financial responsibilities. The Evaluator will always consider Section 2 and notate all debts or hardships accordingly, even those that could be construed as unnecessary or lavish. The Evaluator could recommend an exact fund distribution for the Chairman and Treasurer to contemplate, but such a recommendation should be considered abnormal. Details will exist unrelated to the distressed pilot, such as the amount of Blue Pilot Funds available, which are equally considerable in a fund award decision to anything related to the distressed pilot.

(6c) The Evaluator will work with the Director to maintain a useful and relevant online Hardship Notification (HN) form. This form, once completed, shall communicate everything about the distressed pilot's situation made available to the Evaluator. The Evaluator will use the HN and expound on it in a separate report to the Chairman and Treasurer, delineating additional pertinent information or any information that was sought by the Evaluator, but not offered from the distressed pilot or otherwise made unavailable. The Evaluator will also maintain a form to be signed by the distressed pilot that releases the BPF and Board of Trustees from any privacy rights liability issues. (The Board of Trustees will protect any and all personal information with supreme diligence, but simply cannot expose this mutual benefit fund to large amounts of liability because of something as simple as an errant email. Officers, however, should strongly consider enacting the impeachment process, as described above, against a fellow officer who has violated a pilot's privacy no matter how unintentional.)

(6d) For guidance from more senior officer leadership on any issue, the Evaluator shall work directly with the Vice-Chairman.

(7) **Assistant Evaluator for the Board of Trustees** – The Assistant maintains all of the same responsibilities as the lead Evaluator. If one Evaluator is deployed on-site with a distressed pilot, the non-deployed Evaluator, if idle, should still involve him or herself in the effort and assist in any way possible. As an example, an idle evaluator could take the Evaluator's notes from a distressed pilot's discovery attempt and, with the additional aid of the on-line report, produce a professional Evaluator's report to the Chairman and Treasurer.

F. Electoral Process – Regarding the election of all Board of Trustee Officers:

(1) The Chairman shall coordinate all elections via a reputable and, if sensible, a free voting website service. If a free voting website service is not sufficient, practical, or findable, the Chairman shall procure the most inexpensive voting method suitable to the needs of the Blue Pilot Fund.

(2) The Chairman shall ensure elections are scheduled and operated according to this Charter. The Director will make pilots aware of an upcoming election via email no later than one month prior to the first available voting date. The Director will encourage participation as Board

of Trustees candidates. Voting shall remain open for thirty days. Only the Chairman, the Treasurer, and any officer appointed by the Chairman to assist with the election will have access to the election outcome and will immediately communicate the final results to all current officers, newly elected officers, and remaining candidates. The newly elected officers will then engage Section 4F(4) below, followed by an email from the Director or Secretary to all pilots which will announce the closing and the results of the recent election.

(3) The next election will occur on 01 July 2013 with the Treasurer, Vice-Chairman, and Evaluator positions available for voting. The ensuing election will occur on 01 July 2015 with the Chairman, Secretary, Director of Communications, and Assistant Evaluator positions available for voting. Those same elections will then cycle every four years respectively.

(4) Candidates will not run for specific positions. Instead, the pilot receiving the most votes will choose any open officer position of their liking. The pilot receiving the next highest vote total will choose an open officer position in order, and so on until all electable officer positions are filled. If two or more candidates receive the same number of votes, the ranking will be according to the sequence in which pilots submitted their name to admin@bluepilotfund.org for candidacy. Officers not up for election will maintain their pre-established roles.

5. FUND BENEFITS AND RULES

A. Primary Rule – Blue Pilot Fund distributions to a distressed pilot will be at the discretion of the Chairman and Treasurer after reviewing information produced by the Evaluator(s). Evaluators will produce factual information such as the details of the crisis, financial impact on the pilot, etc. The Chairman and Treasurer will make the subjective decision of how much to award to the distressed pilot, if any at all. Along with the rules of this Charter, the Chairman and Treasurer will balance data, facts, compassion, generosity, frugality, and the longevity of the BPF to decide on an award amount.

B. Request Rule – No pilot able to communicate to the Board of Trustees has the possibility of receiving a fund distribution unless he or she personally communicates a Hardship Notification.

C. Incapacitated Pilot – If a pilot is incapacitated but has a current and general power of attorney, the person acting on legal behalf of the distressed pilot may request consideration for a distribution. If such an empowered person exists, the Director of Communications should, upon learning of an incapacitated pilot, attempt to make contact accordingly and offer the potentiality of a Blue Pilot Fund award following the divulgence of necessary information.

(1) For an incapacitated pilot without a general power of attorney, the Board of Trustees will attempt to work with a spouse, parent, adult son or daughter, or adult sibling. Working with non-immediate family members of the incapacitated distressed pilot is not disallowed, but should be done only with absolute assurance that a person of assistance is acting solely on the behalf of the distressed pilot. This person of assistance also needs to be able to explain the pilot's crisis, how the crisis has or will affect the pilot financially, and anything else the Evaluator would deem pertinent.

(2) In the case of Section 5C(1), and if the incapacitated pilot is awarded a distribution, the Chairman should strongly consider making payments directly to the distressed pilot's creditors or payees and not to the person of assistance.

D. Maximum Distributions – The “normal maximum” distribution per pilot per year is \$20,000.00. If Officers want to increase the maximum allowed to a pilot for one year, they may raise it to a “special maximum” of \$50,000.00 but only on an individual case-by-case basis and only if 6 of the 7 Officers vote to permit the increase for a specific distressed pilot. (All Officers must include the amount of total funds available and other pilots’ expectations in their voting decision.) Additionally, no more than 5.0% of the current total of Blue Pilot Funds, as noted at the time of their Hardship Notification, can normally be spent on any single distressed pilot for the year following their notification. If the Board desires to increase the maximum percentage to 10.0%, they may do so in the same manner allowing the special maximum, i.e. only on a case-by-case basis and only with the approval of at least 6 Officers.

E. Annual Basis – If Officers want to contemplate exceeding the normal maximum for the same pilot in additional years beyond the first one, a separate 6 out of 7 Board of Trustees vote in the affirmative is required each year the special maximum or 10% is allowed for that specific pilot. In all cases where a distressed pilot is under consideration to get monies from the fund beyond a 12 month period for the same crisis situation, whether a maximum amount was awarded or not, an Evaluator must initiate review of the distressed pilot’s situation annually. The Chairman and Treasurer will review the updated situation of the distressed pilot essentially as if it was a new Hardship Notification.

F. Assumption of Insurance – A distressed pilot not participating in Long Term Disability (LTD) or Short Term Disability (STD) insurance does not disqualify a distressed pilot from a fund distribution. However, the Chairman and Treasurer may assume each distressed pilot benefits from those programs whether they actually do or not. The Blue Pilot Fund is not insurance and cannot assume the roles of these standard programs that are available to each and every pilot.

G. Application of Precedence – The precedence of any Blue Pilot Fund distribution is considerable by the Chairman and Treasurer, but is in no way a mandate for future distributions. More exactly, one distressed pilot with a certain crisis and financial situation may receive a fund award, but another distressed pilot in the exact same predicament could receive a different amount only months later. This difference could be positive or negative and would most likely be based on the total amount of money in the BPF, other ongoing distressed pilot hardship notifications, and the anticipated increase or decrease of BPF income in the near future.

H. Payment Method – A distribution award to the distressed pilot could be recurring payments or a lump sum, as per the decision of the Chairman and Treasurer. This decision will consider the hardship it is attempting to mitigate. For instance, if the crisis is a home devastated by natural disaster, any award should likely occur in a lump sum. If the crisis is a distressed pilot’s prescription medicine bills due to their child’s intense and overwhelming sickness, award payments should likely recur. Section 5E applies to recurring payments.

I. Means Testing vs. Reasonable Expenses – The Chairman and Treasurer will consider both the means available to distressed pilots to recover from a crisis as well as the sensibility of a pilot’s financial situation. These two considerations could yield two drastically different award results depending on the details of the crises comparison.

(1) For instance, an A320 captain and an E190 first officer could suffer the exact same crisis, but the first officer would often receive a higher fund award because his or her ability to financially recover is probably less than it is for the captain.

(2) However, depending on the nature of the crises, the situation could possibly, but much less likely, lead to a higher award for the captain because he or she has more reasonable expenses than the first officer. This type of fund award difference for similar hardships would most likely not occur, but is possible. It is simply an acknowledgment that not all pilots have to live like the least-paid pilot at JetBlue to be considered having reasonable expenses. Of course, more pay also means more disposable income, hence the unlikelihood of this section. But there are crises which could level the income of these two pilots, hence the limited possibility of this section.

J. Preexisting Conditions – Preexisting conditions, medical or otherwise, are not a disqualifier for a potential fund distribution, but the Chairman and Treasurer may consider the nature and scope of the preexisting condition in their fund award decision.

K. Substance Hardships – Physical injuries, law suit defenses, or other crises caused by the use or addiction of drugs or alcohol are considered willful self-inflicted injuries or irresponsible behavior and are normally not considered by the Board for a fund distribution. However, if a pilot suffering from substance abuse or dependence enters JHIMS (JetBlue's Substance Abuse Recovery Program) in good faith, the Chairman and Treasurer may assign an evaluation of a Hardship Notification and consider a fund distribution to the distressed pilot.

L. Side-Business Exemption – A distressed pilot may have jeopardized business ventures that are unrelated to JetBlue Airways but are adversely affected because of a legitimate crisis that is otherwise considerable for a fund award. The Chairman and Treasurer, however, will not consider the negative effects on a pilot's side-business in any way when deciding on a fund award, no matter how genuine the crisis. The BPF simply cannot afford to be a replacement, stop-gap measure, or buffer for what would otherwise be Chapter 11, Title 11 proceedings under the U.S. Bankruptcy Code.

M. Deceased Pilots – The purpose of a potential fund offer to the family of a deceased pilot is to immediately allow a Member's family to fly in friends or relatives, initiate down payments for funeral arrangements, cover for delayed income due to various insurance-related bureaucracies, etc. Any previous fund award to a family of a deceased pilot is in no way indicative of a future fund award to a family of a deceased pilot. The process of evaluation for this type of fund award will be similar to an incapacitated pilot per Section 5C but with the following caveats:

(1) The Board of Trustees may offer a fund award of up to \$5000 to the family of a deceased pilot who was an active member at the time of death even if that pilot received a maximum allowed fund award less than 12 months prior to passing. \$5000 is only a maximum. This does not represent insurance or a defined benefit plan. The BPF assumes each pilot maintains life insurance but also recognizes the possible immediate need for funds after a death. The Chairman and Treasurer may decide on no fund award based on relevant factors such as a family's accessible wealth.

(2) Evaluators will use any means to introduce but not force themselves on the family of a deceased pilot. If the pilot's family rebuffs contact, the BPF will allow them one month from the time of the first verified BPF contact to respond to the Evaluator, after which no fund award will be considered. The priority of point of contact will be spouse, empowered significant other (i.e. through a relevant power of attorney), coherent parent, adult child, adult sibling, and finally anyone who is proven to be directly responsible for funeral /memorial proceedings. If there is any question on who to contact or proffer money, the Chairman's decision will be final. The

designated recipient may request and receive an amount less than as decided upon by the Chairman and Treasurer.

(3) In unusual circumstances, the Chairman may even decide not to offer up to \$5000 to anyone in particular but rather to the various organizations/companies/agencies ensuring the deceased Member is treated with respect and dignity.

(4) Any Hardship Notification and Evaluator's Report completed within 12 months of a pilot's death will be considered valid. In this case, the only other additional information required for a fund award decision will be the expected timeliness of an insurance payout plus anything else the family of the pilot wishes to disclose.

N. Trainees – Eligible trainee pilots who have recently joined the JetBlue pilot group may be considered for a fund award but their future income in their assigned seat should be deliberated and not their trainee pay. The Chairman and Treasurer should note the difference between an original crisis and a crisis lingering from a pilot's pre-JetBlue existence, and then calculate an award, if any, accordingly.

O. Distressed Officer – Should the Chairman or Treasurer submit a Hardship Notification (HN), they will temporarily remove themselves from all matters regarding the Board of Trustees until the process involving their HN is entirely complete. The Vice-Chairman will assume all roles and responsibilities of a distressed Chairman. The Secretary will assume all roles and responsibilities of a distressed Treasurer. The same rules apply to other distressed officers except that the Board member immediately senior to the distressed officer will assume all roles and responsibilities of that person. No officer may participate in any official Board vote while awaiting the initiation or assessment of an HN.

P. Timeline – The distressed pilot will receive a fund distribution, or an explanation of why no fund award was allowed, within 30 days of the acknowledgment of their Hardship Notification.

6. CONTRIBUTIONS

A. Most all of the Blue Pilot Fund will be paid by JetBlue pilots. Outside or non-pilot donations will be accepted but a statement on the website, while also thankful, must indicate that non-pilot donations do not offer any influence or any eligibility with anything related to the Blue Pilot Fund. If a pilot desires eligibility, the following minimally acceptable monthly payments are required:

	<u>Monthly</u>	<u>Annual</u>
A320 Captain:	\$15.00	\$180.00
E190 Captain:	\$13.50	\$162.00
A320 First Officer:	\$10.00	\$120.00
E190 First Officer:	\$9.00	\$108.00

B. Minimally acceptable payments will be based on contract hourly rate ratios. Annual lump sum payments are permissible. Donations greater than the minimally acceptable payment are encouraged for the most meaningful and benevolent Blue Pilot Fund.

C. Payments more than ten days late (on whatever day of the month the pilot normally donates) will be considered late. Payments more than 65 days late remove a pilot from eligibility unless the Board has all members vote unanimously to distribute monies to the pilot regardless.

Late notices may not be issued. Required contributions-related communications from the Board to individual pilots include the acknowledgment by e-mail of a pilot's participatory status in the BPF and a notice, also by e-mail, of a pilot's eligibility termination from the BPF as described above. Retaining all records of payments is strongly encouraged to all pilots.

D. Required contributions may increase or decrease from time to time as determined by the Board of Trustees depending on any circumstances regarding the Blue Pilot Fund. Pilots will be notified of any increase or decrease in the required contribution at least 60 days prior to the date such increase or decrease is to take effect. If the Officers increase the amount of required contributions during the first 12 consecutive months in which a pilot participates in the BPF, the initial contribution rate will continue for the balance of the pilot's initial 12-month period. After a pilot has contributed for 12 months, his or her minimally acceptable contribution (to maintain eligibility) will increase to the amount established by the Board for all participants who have contributed for more than 12 consecutive months. Contributions made to the Blue Pilot Fund are nonrefundable.

E. If a pilot has a hardship that may allow BPF benefits, no contribution may be due while the hardship continues. Part of the Chairman's and Treasurer's assessment of a pilot's hardship will often be that the distressed pilot remains a participant in the BPF with full eligibility without requirement for a minimally acceptable payment. Officers should review such situations annually or more often as determined by the Chairman.

7. THE TRUST

A Trust will be set up to hold the contributions under the Blue Pilot Fund. The Board of Trustees will set up an account at a prominent bank. The amount of assets in the Trust will depend on the number of the participants in the Blue Pilot Fund, donations above and beyond the minimally acceptable amount, outside donations, expenses, and the amount of money distributed in response to Hardship Notifications.

8. HARDSHIP NOTIFICATION (HN)

A. Contact – Pilots should fill out the “Hardship Notification” form found at www.BluePilotFund.org. Acknowledgment of an HN claim will occur within 48 hours from every Board of Trustee Officer who has not otherwise been made aware of a claim. Once an HN is acknowledged by the Board, “distressed pilot” status will be applied and the Board of Trustees will enact their procedures to include the immediate assignment of an Evaluator to the distressed pilot. Depending on the nature of a distressed pilot's crisis, the Evaluator may either travel to the distressed pilot or may work with the distressed pilot over the phone and through email. For the most severe crises and for crises which seem to initially warrant an annual fund award in excess of \$10,000.00, the Vice-Chairman shall direct the Evaluator to the presence of the distressed pilot and at a location relevant to the crisis if the Evaluator's physical presence would aid in the BPF's understanding of the crisis.

B. Evaluator Collaboration – All distressed pilots need to be as open as possible with the Evaluator. This openness will allow the Evaluator to present the strongest and most detailed case to the Chairman and Treasurer for the highest reasonable fund award possible. The distressed pilot must realize that no officer has a desire to involve themselves in the financial lives of another pilot but simply has an inherent responsibility invested in them by all pilots to serve the

Blue Pilot Fund to the best of their ability. Hence, limited information could lead to a limited fund award and perhaps no fund award.

C. Communication vs. Proof – The distressed pilot does not need to prove their financial situation to the Evaluator; he or she just needs to communicate information to the Evaluator as requested by the standardized Evaluator’s Report. However, distressed pilots will have to swear or affirm that all information is accurate to the best of their knowledge and that they did not willfully deceive the Evaluator. Violating this oath will not only expose the pilot to a defined amount of financial liability involved in a mistruth, but could also expose the pilot to additional liability because of the damage to the Blue Pilot Fund’s reputation of legitimacy.

D. Liability Release – The distressed pilot should not be alarmed by the requirement to release the Blue Pilot Fund from liability. Personal information, financial or otherwise, will be considered sacred by the Board of Trustees and secured accordingly. Violation of any Blue Pilot Fund participant’s privacy, intentional or unintentional, is grounds for immediate impeachment of the responsible officer. However, the Board of Trustees simply cannot expose this mutual benefit fund to millions of dollars of liability because of something as simple as an errant email.

9. AMENDMENT AND TERMINATION OF THE BLUE PILOT FUND

A. Officers may amend this Charter no more than annually unless a unanimous vote of all Officers directs an interim amendment. Normally scheduled amendments (November 1st of each year) are instituted by a simple majority vote.

B. The Blue Pilot Fund may be terminated in whole or in part at any time if there is a transactional event involving JetBlue Airways and a majority of the Board of Trustees vote to terminate the Fund, or at any time if the majority of all BPF pilot participants vote to terminate the Fund.

C. Upon termination of the Blue Pilot Fund, the Board of Trustees will complete all payments, according to this Charter, to any distressed pilots deserving of funds. All remaining monies will be distributed to nationally recognized charities. Fifty per cent will go to children-related charities. Twenty-five percent will go to cancer charities. Twenty-five per cent will go to United States military veterans’ charities. No single charity or organization may receive more than 10% of the BPF Trust as noted at the time of termination. The Board of Trustees shall ensure a wide dissemination of funds to as many applicable organizations and charities as possible.

D. If the Blue Pilot Fund terminates during the existence of an independent or union-sponsored mutual aid plan for JetBlue pilots, and this alternate plan is separate from the purview of JetBlue Airways, Inc., the Board of Trustees may direct the balance of the Blue Pilot Fund to such a plan by majority vote. If the Board desires to transfer all or part of the BPF funds to a different company-sponsored pilot mutual aid plan, the Board must first enact Section 9A procedures and amend this Charter by unanimous vote. Afterwards, the Board can vote to direct funds to a company-sponsored pilot mutual aid plan.

10. PILOT RIGHTS AND EXPECTATIONS

A. If eligible, pilots are subjecting themselves to the decisions and assessments of the Board of Trustees concerning all matters related to the Blue Pilot Fund. Thus, although the Board will always try to award the highest fund distribution that reason allows, because of innumerable

variables there can be no expectation of a specific fund distribution award no matter how clear a distressed pilot's situation appears. Hence, pilots need to think of themselves as helping their fellow pilot and not securing a tidy insurance plan. However, pilots are entitled to:

1. Obtain copies of all general Blue Pilot Fund documents, and other information not related to individual cases of distressed pilots, upon written request to the Director of Communications. The Treasurer may make a reasonable charge for the copies.
2. Receive a summary of the Blue Pilot Fund's annual financial report.
3. Receive information, upon written request as to the amount of non-pilot donations to the Blue Pilot Fund.

B. If a pilot's Hardship Notification is denied in whole, the pilot must receive a written explanation of the reason for the denial from the Board of Trustees.

C. The Board of Trustees is strictly forbidden from selling, intentionally distributing or allowing the sale or intentional distribution of any facet of a pilot's personal information unless the pilot the information pertains to specifically authorizes disclosure via a confirmed email address or by a written letter. Even in the case of a disclosure, any broadcast of personal information will be devoted only to a fund raising effort, a helpful assistance effort for the pilot in question, or for administrative tasks within the Board of Trustees. Disclosure of private information beyond these purposes, even with a pilot's authorization to disclose, remains as grounds for officer impeachment.

D. If it should happen that the Board of Trustees misuses the Blue Pilot Fund's money, or if a pilot is discriminated against for asserting their rights under this Charter, the pilot(s) may file suit in a federal court.

E. If any pilot has any question about the Blue Pilot Fund, they should contact admin@BluePilotFund.org.

11. FACTS ABOUT THE BLUE PILOT FUND

Name and Address:	Blue Pilot Fund, Inc. 2759 Pillsbury Way Wellington, FL 33414 admin@BluePilotFund.org
Name of Plan:	Blue Pilot Fund, Inc.
Registered Agent:	United States Corporation Agents, Inc. 13302 Winding Oaks Blvd Suite A-100 Tampa, FL 33612
Type of Administration:	Board of Trustees
Plan Year:	January 1 – December 31

Chief Administrator: Chairman of the Board of Trustees
Blue Pilot Fund, Inc.
108 Cricket Hill Road
Columbia, SC 29223
(803) 360-8338
Chairman@BluePilotFund.org

Treasurer: Treasurer for the Board of Trustees
Blue Pilot Fund, Inc.
4813 Solitary Drive
Rockledge, FL 32955
630-536-6234
Treasurer@BluePilotFund.org

Vice-Chairman: Vice-Chairman of the Board of Trustees
Blue Pilot Fund, Inc.
5050 Laguna Boulevard, Suite 112 PMB 495
Elk Grove, CA 95758
916-548-5531
Vice@BluePilotFund.org

Administrator: Secretary for the Board of Trustees
Blue Pilot Fund, Inc.
2759 Pillsbury Way
Wellington, FL 33414
813-727-9839
Secretary@BluePilotFund.org

Communications: Director of Communications for the Board of Trustees
Blue Pilot Fund, Inc.
1665 Morningside Drive
Merritt Island, FL 32952
440-289-2634
Director@BluePilotFund.org

Evaluators: Evaluators for the Board of Trustees
Blue Pilot Fund, Inc.
1487 S. Wright St
Lakewood, CO 80228
303-725-8302 / 843-422-4740
Evaluator1@BluePilotFund.org
Evaluator2@BluePilotFund.org

12. AMENDMENTS

A. Temporary Revocation of Percentage Distribution Limits – Expired.

B. Temporary Allowance of an Initial Non-Donating Membership – An Interim Amendment Session was conducted as per Section 9A and completed on 17 November 2009. The Board of Trustees motioned, seconded, and ratified by an electronic unanimous vote that it would allow, under certain conditions explained below, eligible members to the Blue Pilot Fund without the required minimum donations as set forth in Section 6A.

(1) The impetus for this amendment derived from the realization that the Blue Pilot Fund was potentially excluding pilots as eligible members who are currently suffering a crisis.

(2) In order to gain eligibility into the Blue Pilot Fund without donating the minimum required amount, pilots need to mail or e-mail both the Chairman and Treasurer. (See Section 11 for addresses.) The Chairman and Treasurer will expect a detailed one to two paragraph letter explaining the pilot's crisis and current inability to donate. They will also expect a predicted timeline of when the pilot might be able to initiate a normal donation as per Section 6A. The Chairman and Treasurer reserve the right to refuse a non-donor's eligibility request as well as require amplifying information during the process of such a request in order for approval.

(3) The Board of Trustees will review a non-donor's eligibility annually or more frequently if deemed necessary by the Chairman. Non-donating memberships will not be allowed for inactive members who are beyond their grace window.

C. Permanent Institution of an Electoral Process – A Scheduled Amendment Session was conducted as per Section 9A and completed on 16 February 2010. The Board of Trustees motioned, seconded, and ratified by an electronic majority vote that the Board of Trustee electoral process be administered and executed as per new Section 4F.

D. Permanent Change to a Two-Year Non-Donator's Status – A Scheduled Amendment Session was conducted as per Section 9A and completed on 16 February 2010. The Board of Trustees motioned, seconded, and ratified by an electronic majority vote that Section 3B be amended to its current language so as to not permanently exclude any JetBlue pilot from the Blue Pilot Fund.

E. Non-donating Membership Status for Certain Military Duties – A scheduled Amendment Session was conducted as per Section 9A and completed on 10 May 2010. The Board of Trustees motioned, seconded, and ratified by an electronic majority vote that Section 3C be amended to its current language and that new Section 3F be added as written to accommodate involuntary military orders and/or combat theatre operations.

F. Non-donating Membership Status for STD / LTD / LoL – A scheduled Amendment Session was conducted as per Section 9A and completed on 10 May 2010. The Board of Trustees motioned, seconded, and ratified by an electronic majority vote that Section 3C be amended to its current language and that new Section 3G be added as written to accommodate a transition to Short Term Disability (STD), Long Term Disability (LTD), or Loss of License (LoL).

G. Update to Delete and/or Amend Outdated Verbiage – A scheduled Amendment Session was conducted as per Section 9A and completed on 1 November 2010. The Board of Trustees

motioned, seconded, and ratified by an electronic majority vote that the Charter be amended as follows:

(1) Section 3B - delete: *...who are not currently experiencing a crisis...*
change to: *...who are not already acknowledged as distressed pilots or non-donating members...*

(2) Section 3B - add: *This specific two year period will be called the “two year grace window.”*

(3) Section 3C – add: *As an additional exception, if a current member successfully applies to maintain a non-donating membership, as per Section 12B(2), then their membership will resume until the Chairman and Treasurer deem the pilot can afford a donation.*

(4) Section 3D - change the entire subsection to read as per its current language.

(5) Section 4C - delete all references to interim officers and the initial Officer election. All officers duly elected as of August 1st, 2010.

(6) Section 4D - change the last sentence to read: *Approximately three days prior to the meeting, the Vice-Chairman should coordinate with all Officers in order to discover their availability and issues they desire to deliberate.*

(7) Section 4E(1a) - change the last sentence to read: *The Chairman must also ensure a record of monthly meeting minutes, after production by the Director of Communications, is provided on the BPF website in a timely manner.*

(8) Section 4E(3b) - change the initial wording to read: *The Vice-Chairman will work with the Evaluators to occasionally edit and improve the Hardship Notification Form on the BPF website, as well as ...*

(9) Section 4E(4a) – change the last part of this subsection to read: *The updated BPF Ledger, monthly account statements, and email rosters will be sent to all BPF Officers by the 5th of every month. These files will be saved and kept confidential by each Trustee.*

(10) Section 4E(4b) – add: *The Secretary will also assist the Director with communication to the Board and all BPF Members since he or she will often have the most current information to broadcast.*

(11) Add new Section 4E(5c) as it is written.

(12) Section 4E(6c) – edit the first sentence to read: *The Evaluator will work with the Director to maintain a useful and relevant online Hardship Notification (HN) form.*

(13) Section 4E(6c) – edit the third sentence to read: *The Evaluator will use the HN and expound on it in a separate report to the Chairman and Treasurer, delineating additional pertinent information or any information that was sought by the Evaluator, but not offered from the distressed pilot or otherwise made unavailable.*

(14) Section 4F(3) – delete the old 4F(3) since the initial election is complete. Re-number the following sections.

(15) Section 5A – edit the last sentence to read: *Along with the rules of this Charter, the Chairman and Treasurer will balance ...*

(16) Section 9A – delete the first sentence. The quarterly scheduled opportunities to amend this Charter have expired. The annual opportunities remain.

(17) Section 10C – add the following clauses: *... unless the pilot the information pertains to specifically authorizes disclosure via a confirmed email address or by a written letter. Even in the case of a disclosure, any broadcast of personal information will be devoted only to a fund raising effort, a helpful assistance effort for the pilot in question, or for administrative tasks within the Board of Trustees. Disclosure of private information beyond these purposes, even with a pilot’s authorization to disclose, remains as grounds for officer impeachment.*

(18) Section 11 – edit the Plan Year to: January 1 – December 31.

(19) Amendment 12A – edit to read: Expired. The first three fund awards have been adjudicated.

H. Complete Revision of Section 5M – An Interim Amendment Session was conducted as per Section 9A and completed on 07 April 2011. The Board of Trustees motioned, seconded, and ratified by an electronic majority vote that it would completely revise Section 5M as written. Previous language was simply *“The Board of Trustees may consider a fund award for the family of a deceased pilot who was eligible at the time of death. The process of evaluation for this type of fund award should be similar to an incapacitated pilot per Section 5C.”*

I. Status Update to Amend Verbiage and Grace Window – A scheduled Amendment Session was conducted as per Section 9A and completed on 1 November 2011. The Board of Trustees motioned, seconded, and ratified by an electronic majority vote that the Charter be amended as follows:

(1) Header – Change address to current address.

(2) Section 3B(1) – Change: *“have”* to *“had”* in the first sentence.

(3) Section 3B(1) – Change the last half of the section to read: *“All pilots employed by the Company after 01 November 2009 and before 01 November 2011 have two years from their date of hire to contribute the minimally acceptable monthly payment or else they will also require twelve months of minimum donations for eligibility. This specific period will be called the “two year grace window.” All pilots employed by the Company after 01 November 2011 have only a one year grace window.”*

(4) Section 3B(3) – Delete entire section.

(5) General Document – Change any references to the *“two year grace window”* to simply *“grace window”*.

(6) Section 6E – Change the last sentence to read: *“Officers should review such situations annually or more often as determined by the Chairman.”*

(7) Section 8A – Add the following clause to the last sentence: *“... if the Evaluator’s physical presence would aid in the BPF’s understanding of the crisis.”*

(8) Section 9C – Change *“Children’s Hospitals”* to *“children-related”*.

(9) Section 12B(1) – Delete: *“Hence, because the Blue Pilot Fund cannot immediately help distressed pilots, and because there are currently distressed pilots who are most likely saving every dollar possible, the BPF is possibly excluding the exact type of pilot it is meant to help.”*

(10) Section 12B(2) – Change: *“page”* to *“paragraph”* in the second sentence.\

(11) Section 12B(3) – Change: *“This amendment will expire on 01 November 2011.”* to *“Non-donating memberships will not be allowed for inactive members who are beyond their grace window.”*