

NON-PROFIT MUTUAL BENEFIT CHARTER

BLUE PILOT FUND, INC.

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Original documentation: 20 October 2009

Amendments Approved:

A.	Temporary revocation of percentage maximums' limits:	<u>EXPIRED</u>
B.	Temporary allowance of an initial non-donating membership:	11/17/2009
C.	Permanent Officer electoral process instituted:	02/16/2010
D.	Permanent change to a two year non-donor's status:	02/16/2010
E.	Non-donating Membership status for certain military duties:	05/10/2010
F.	Non-donating Membership status for STD / LTD / LoL	05/10/2010
G.	Update to delete and/or correct outdated verbiage	11/01/2010
H.	Complete revision of Section 5M	04/07/2011
I.	Status update to amend verbiage and grace window	11/01/2011
J.	Addition of Section 5Q (LTD-COBRA Aid)	04/23/2012
K.	Section 5Q change to adjust to new Benefits Plan	11/10/2013
L.	Deleted original Section 2C	11/10/2013
M.	Section 4A change regarding Trustees and Pilot Committees	11/10/2013
N.	ATFI's not on pilot seniority allowed membership status	11/12/2013
O.	Addition of Section 7B to provide an investment policy	10/03/2014
P.	Establishment of the Blue Pilot Fund Scholarship Program	
Q.	Refusal of Hardship Awards Due to Work Action	
R.	Amendment to Section 4 2A & 4A Re-define Roles of Secretary and Treasurer	
S.	Recall and Removal of Board Member other than Chairman.	
T.	Increase of Maximum Fund Award for a Deceased Pilot	
U.	Surviving Spouse Hardship Notification Authority	
V.	Third Party Annual Audit Requirement	
W.	College Plan Fund Awards for Children of Deceased Pilots	

- X. Investment Strategy Extended Options
- Y. Charter Legal Review Requirement
- Z. Merger or Acquisition Meeting Requirements
- AA. Charter Amendment Period Deadline
- BB. A220 Rates Added
- CC. BPF Scholarship Fund Lottery Program
- DD. BPF Scholarship Fund Funding
- EE. Surviving Minor 529 College Fund Changes
- FF. Board Member Election Duration Changes
- GG. Membership Application Requirement
- HH. Furloughed BPF Member Pilots
- II. Hardship Denial Requirements
- JJ. Board Member Position Changes
- KK. Board Appointed Positions
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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 or JetBlue Airways Air Transport Flight Instructors (ATFI) who may choose to participate. Although distributed funds are restricted to the JetBlue Airways pilot and ATFI 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) or ATFI’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 or ATFI 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.

3. WHO IS ELIGIBLE TO PARTICIPATE AND WHEN?

A. All pilots except ATFI's 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. All ATFI participation timeline requirements are separate from Section 3B(1) and described in Amendment 12N in their entirety. 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. To become a member of the Blue Pilot Fund a New Hire JetBlue Pilot or Non Member must complete and submit the Application Form located on the Blue Pilot Fund Website, www.bluepilotfund.org . All Fund members prior to 11/2019 will not be required to complete the application but will be encouraged to submit an application form to enable the Board to collect vital Emergency Contact Information. JetBlue Pilots joining the BPF outside their Grace Window will still be subject to the Charter Section 3.B.2.

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 / instructor 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, permanent, or high workload committee position at JetBlue Airways so as to allow for the maximum availability of each Officer. Temporary or lower workload committees (Jumpseat, Uniform, or Pilot Hiring) are discouraged but acceptable. 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. Any spending for new and not previously agreed to expenses on administrative actions, items or support over \$20,000 must be voted on by all Board Members with 6 out of 7 in favor.

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 and 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 Treasurer 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. 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 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.

(2c) The Treasurer 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.

(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 normal administrative matters of BPF participants. The most critical function is the

distribution of BPF related material which includes but is not limited to BPF Bag Tags and Membership Pens.

(4b) The Secretary will also work in close concert with the Treasurer to monitor accurate records of pilot donations and anything related to pilot eligibility issues.

(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 will remain open for 14 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 BPFBoard@bluepilotfund.org for candidacy. Officers not up for election will maintain their pre-established roles.

(5) If a Board Member position becomes vacant, current Board Members will be offered the opportunity to switch positions from their current position to the vacant position. If a Board Member chooses to switch positions their term and Election Cycle will carry over to their new position so that they do not exceed the Term limits specified in Section 4.C

(6) When circumstances dictate and the Board of Trustees feel the Fund could benefit from or has a need for specialized skill sets the Board can appoint Fund Members not currently serving on the Board of Trustees to Special Projects or Positions by simple Board majority vote. The vote for Appointees can take place outside of the Charter Amendment Period if required. The Appointee positions can also be eliminated by simple majority vote when required or will automatically terminate at the completion of the Appointees Project. Pilots Appointed to Positions or Projects will not be considered Board of Trustee Members and will have no voting rights on the Board.

G. Board of Trustee Member Liability Release and Insurance

Limitation of Liability.

i. No members of the Board of Trustees (a “Trustee”) or Officer of BPF shall be personally liable to BPF for monetary damages to BPF or any other person for any statement, vote, decision to take or not to take an action, or failure to take any action, as a Trustee or Officer, unless (1) the Trustee or Officer breached or failed to perform his or her duties as a Trustee or Officer; and (2) the Trustee or Officer’s breach of, or failure to perform, those duties constitutes any of the following: (a) a violation of the criminal law, unless the Trustee or Officer has reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful; (b) a circumstance under which the transaction at issue is one from which the Trustee or Officer derived an improper personal benefit, either directly or indirectly; (c) a circumstance under which the liability provisions of Section 607.0834 of the Florida Business Corporation Act (the “FBCA”) are applicable; (d) in a proceeding by or in the right of BPF to procure a judgment in its favor or by or in the right of a member, conscious disregard for the best interest of BPF, or willful or intentional misconduct; (e) in a proceeding by or in the right of someone other than BPF or a member, reckless or in an act or omission that was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property; or (f) an act or omission for which the liability of a Trustee or Officer is expressly provided by an applicable statute.

ii. Neither the subsequent amendment nor repeal of this Charter shall eliminate or reduce the effect of this Charter for any claim or cause of action which arose prior to the amendment or repeal. If the Florida Not For Profit Corporation Act (the “Act”) is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of Trustees or Officers, then the liability of a Trustee or Officer of BPF shall be eliminated or limited to the fullest extent permitted by the Act.

Indemnification.

i. BPF shall indemnify, to the extent provided in the following Subsections, any person who is or was a Trustee, Officer, agent, director, or employee of BPF. In the event the provisions of indemnification set forth below are more restrictive than the provisions of indemnification allowed by Chapter 617 of the Act, then such persons named above shall be indemnified to the full extent permitted by Chapter 617 of the Act as it may exist from time to time.

Notwithstanding anything the contrary herein, a person named in this Subsection i. will be indemnified only if it is determined in accordance with Section 607.0855 of the FBCA that such person is entitled to indemnification.

ii. In case of a completed, threatened, or pending suit, action or proceeding (whether civil, criminal, administrative, arbitrative or investigative) against a person named in Subsection i. above by reason of such person’s holding a position named in such Subsection i., BPF shall indemnify such person who is a party to such a proceeding if such person satisfies the standard contained in Section 607.0851 of the FCBA. Notwithstanding the first sentence of this Subsection ii., unless ordered by a court under Section 607.0854(1)(c) of the FBCA, BPF may not indemnify a person listed in Subsection i. above in connection with a proceeding by or in the right of BPF except for expenses and amounts paid in settlement not exceeding, in the judgment of the Board of Trustees, the estimated expense of litigating the proceedings to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof, where such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of BPF.

ii. BPF may, before final disposition of a proceeding, advance funds to pay for or reimburse expenses incurred in connection with the proceeding by an individual who is a party to the proceeding because that individual holds or held a position listed in Subsection i. if such person complies with, and is authorized by, Section 607.0853 of the FBCA.

vii. The indemnification and advance payment provided by Subsections i. through iii. above will not be exclusive of any other rights to which a person may be entitled by law, bylaw, agreement, vote of disinterested Trustees or Officers, or otherwise. The indemnification and advance payment provided by Subsections i. through iii. above will continue as to a person who has ceased to hold a position named in Subsection i. above and will inure to such person’s heirs, executors and administrators.

viii. BPF may purchase and maintain insurance on behalf of a person who holds or has held any position named in Subsection i. above against any liability incurred by such person in any such position, or arising out of such person's status as such, whether or not BPF would have power to indemnify such person against such liability under Subsections i. through iii. above.

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. See Section 5Q(5) for fund award implications for someone currently receiving LTD-COBRA Aid.

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 \$10,000 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. \$10,000 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 \$10,000 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.

(5) Surviving spouses, adult children or adult step children of the deceased member, or legal guardians of the deceased pilot's minor children may file a Hardship Notification (HN) and be eligible for a fund award for a period up to one year after the member's death. For members who died in 2018, their applicable family members will be allowed a one year period from the initiation of this Amendment to file an HN if desired. As in all cases, the filing of an HN will dictate the normal evaluation process and is no guarantee of a fund award.

(6) Surviving minor dependents of a deceased member are entitled to \$5000 each to a pre-established privately funded 529 college plan (i.e. a personally run bank account based on the 529 plan, and all its tax rules and withdrawal regulations, specifically listed in the child's name)

or to a State-run pre-paid college plan. The \$5000 will be transferred directly to the applicable college plan listed under the child's name when possible, or directly to the spouse or adult children when all other options are not feasible and all attempts have been exhausted. The Board should use caution and be diligent when sending payments directly to family members to ensure that the money will not have the undesired affect of causing harm to the child or the family if it were to instead be used for other purposes.

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.

Q. Long Term Disability (LTD) COBRA Aid – The pilot may receive, as regulated by the following rules, caveats, and disclaimers, monthly financial aid from the BPF after their sixtieth consecutive month of medical disability in order to help with the increased cost of COBRA health care insurance payments. This Section does not change, delete, or preempt Section 3G.

(1) **Monthly Payouts** – The Chairman may, at any time, alter the following criteria and/or aid amounts as deemed appropriate for the well-being of the Fund. The Chairman may initiate a change for reasons including but not limited to the following: an unusual percentage of pilots on LTD, a pertinent change in the administration of LTD or LTD health care by the Company, or an unusual amount of Hardship Notifications. (All current or potential LTD aid recipients should understand that responding to pilots with crises remains the Fund's top priority.)

(1a) Only if the Treasurer disagrees with the Chairman's decision to change the following criteria and/or aid amount should there be a Trustee vote on such a change. In that instance, the Treasurer shall form an alternate plan, or suggest the current plan stay in place, so that the

Trustees may vote on one of the two options. A simple majority decision will be required to accept the Chairman's changes or agree with the Treasurer's plan. Any Trustee may suggest an increase or decrease to the following criteria and/or payouts via the normally scheduled amendment timeline as per Section 12.

(1b) No pilot who qualifies for this aid shall receive a higher monthly stipend from the BPF than their actual monthly cost for their COBRA insurance. Otherwise, and until such an event as described above occurs, the figures below shall be used for pilots accepted into the plan as per Section 5Q(2):

< 40% Pilot Participation* in the BPF

> 40% to < 50% Pilot Participation* in the BPF > 50% to < 60% Pilot Participation* in the BPF

> 60% to < 70% Pilot Participation* in the BPF > 70% to < 80% Pilot Participation* in the BPF

> 80% to < 100% Pilot Participation* in the BPF

= No monthly aid. = \$175 per month. = \$250 per month. = \$325 per month. = \$400 per month. = \$475 per month.

* "Pilot Participation in the BPF" refers to the general JetBlue pilot-wide participation levels in the Blue Pilot Fund. (ATFI pilots not on the pilot seniority list are not included in the calculation since the total number of all ATFI pilots cannot be conveniently assessed, but they may certainly request benefit from this program. It's just that their monthly payout would be based on the participation level of pilots with seniority numbers.) For example, if the total amount of JetBlue Pilots is 2400 and the total amount of BPF participants is 1440 (60%), then those pilots accepted into the plan will automatically receive \$325 monthly assistance from the BPF. The number of pilots participating includes all current donating & non-donating members plus all pilots who have initiated a donation beyond their grace window but are otherwise maintaining timely contributions.

(2) Acceptance into the Plan – The pilot must notify the BPF via admin@bluepilotfund.org of their extended LTD situation and personally request the monthly aid. If a pilot is physically or mentally unable to personally request this aid, an Evaluator will be assigned to their case as soon as it is learned that such a potential recipient is on or nearing LTD status.

(2a.1) For a pilot who was employed by the Company for one year or less before their first full month of disability, he or she must have joined the BPF no later than three months prior to the declaration of their disability and/or the stoppage of their flying or reserve schedule. Whichever one of those two events happens first starts the three month clock. If the new-join pilot does not meet this requirement but requests aid anyway, the Chairman and Treasurer may inquire and confer about the details surrounding the pilot's disability and may choose to aid the pilot according to 5Q(1b) regardless of the three month requirement but still must oblige Section 5Q(2d).

(2a.2) For a pilot who was employed by the Company for less than two years but more than one year before their first full month of disability, he or she needs to have been an established BPF participant for at least one year prior to their first full month of disability.

(2a.3) For a pilot who was employed by the Company for two years or more before their first full month of disability, he or she needs to have been an established BPF participant for at least two years prior to their first full month of disability.

(2b) If the pilot is missing minimum required donations from past months, the Chairman alone may decide to individually reduce aid payments by any amount the Chairman chooses.

(2c) To clarify, a prospective member's year of donations before Hardship Notification eligibility is included towards the participation requirements for Section 5Q(2a).

(2d) These participation requirements based on time are irrespective of a pilot's cumulative donation amount so that no pilot can buy his or her way into this aid. No pilot can receive any aid offered in this section whatsoever if their initial participation in the Fund was after their disability occurred. Except for pilots who were personally unable to request this aid, no retroactive monthly aid will be distributed even if the pilot had met all acceptance criteria before their request. The pilot must be timely with his or her request.

(2e) This fund assistance specifically targets the higher costs associated with making COBRA health care payments after the pilot's 60th month of disability leave. The pilot must provide any proof as deemed necessary by the Chairman to show date of birth, that he or she is on LTD and using COBRA health care coverage as per the normal Company plan starting with a pilot's 61st consecutive month of disability.

(2f) There is no other "means testing" or analysis of the pilot's financial situation as there is for a normal fund award process following a Hardship Notification. As long as the pilot meets the requirements for LTD/COBRA assistance addressed herein, the aid as described in 5Q(1) will be automatic.

(3) **Member Responsibility** – The primary responsibility for a member on this aid plan is to notify the BPF if or when this aid no longer applies to them. This could be that they are no longer on LTD status, no longer using COBRA for their health care coverage, or are no longer employed as a Company pilot. If a pilot continues to accept aid despite not being on LTD with the Company or despite not using COBRA any longer, the BPF will not only litigiously pursue the fraudulently received aid but will likely seek additional monies due to the attempt at damaging the reputation and vitality of the Fund. A member must also inform the BPF if he or she is receiving more monthly aid from the BPF than the cost of the monthly COBRA payments.

(4) **Board Confidentiality** – In deference to Section 5Q(2e), the only related information the Trustees may publicize are the total numbers of pilots who have received or are receiving this aid

or the total amount of money distributed. Otherwise, all names, information and documentation pertaining to a particular pilot's LTD/COBRA status will be kept absolutely confidential by all Officers. Any officer accused by a member of violating said trust will be subject to an investigation and impeachment vote by their fellow Trustees. Only in the event of a tie vote will the most senior officer participating in the vote have his or her vote count twice.

That most senior officer will communicate the results of the vote to the officer under scrutiny then ensure that pilot is removed from Board communications and activities if he or she was impeached.

(5) **Fund Award Implications** – When a pilot requests and qualifies for this LTD/COBRA assistance, the Secretary will note the available funds on that specific day. Should the pilot submit a Hardship Notification (HN) before their LTD/COBRA aid ceases, the absolute maximum fund award available to that pilot will be the special maximum as described in Section 5D based on the established available funds at the initial aid request minus the amount of money distributed under this program. This implication applies until the pilot's 65th birthday when he or she is no longer able to file an HN.

Example:

Pilot requests and qualifies for LTD/COBRA aid on January 1st, 2014. Available funds on that day are \$400,000. Pilot participation levels in the BPF are between 60% and 70% so the pilot receives \$325 each month. On March 20, 2015, the pilot files an HN having already received \$4875 through this aid program. His or her special maximum award would be \$35,125 or (10% of 400,000) minus 4875. The normal maximum would be \$15125 or (5% of 400,000) minus \$4875.

R. Blue Pilot Fund Scholarship Program (BPFSP)

The purpose of the Blue Pilot Fund Scholarship Fund (BPFSP) is to assist and promote the education of participants' dependents.

1. The program is limited to participants' dependents who are in good standing and must be planning to enroll in or plan to enroll in a degree program at an accredited university or college.
2. The BPFSP will be funded independently of participants' monthly dues contributions.
3. The primary means of funding the BPFSP will be through special earmarked donations specifically for the BPFSP and/or thru special fundraisers throughout the year. Interest gained from the Blue Pilot Fund Investment Account will also be used to fund the BPFSP. The BPFSP will be maintained in a separate account than the BPF regular funds to maintain transparency.

4. Scholarships will be awarded based on a Hybrid Lottery/Qualification system. Applicants will need to complete an application and submit it for review within the application window. Applications which meet the criteria for qualification will be placed in a “lottery pool” and the drawing will be conducted with a Quorum of Board Members participating in a video conference call to ensure the legitimacy and randomness of the drawing. The criteria for qualification will be included in the Scholarship application. lottery winners will be notified by the Director of Communications. All Lottery winners will have their winnings paid via ETF directly to the Education Institution when possible.
5. The number of scholarships awarded may vary as may the amount of scholarship money awarded. These factors include the amount of funds available, number of applications received, and whether applicants meet the programs requirements.

S. Recall & Removal of a Board Member other than Chairman: A Board member other than the Chairman (see section 4, Section E 1d for that situation) may be recalled and removed from the Board of Trustees by a majority vote of the remaining Board members in favor of removal for the following reasons:

1. Gross negligence of duty
2. Intentional obstruction of the Board
3. Misconduct or unethical behavior leading to embarrassment of the Fund
4. Incompetence
5. Abandonment of duties to include long periods of no contact or not fulfilling duties

Any other Board member may initiate the removal process. Such action shall occur during a regular or special meeting of the Board and must be moved and seconded by another Board member.

If an Officer of the Board is removed, that Officer will be informed by the Chairman. The Chairman will direct the election of a replacement officer for that position to occur within 90 days. Until that time, the Chairman may appoint another Officer to act in the vacant position as well as his current position on the Board.

T. Third Party Annual Audit Requirement – On an annual basis the BPF will have all of its investing and finances audited by a third party service not otherwise associated in any way with the BPF, JetBlue Airways, or any BPF Board Member. The Chairman and Treasurer shall maintain responsibility for determining the exact size and scope of the audit, the service/vendor provider, its cost and annual adherence. If there is any disagreement between the Chairman and Treasurer on any aspect of the audit, the contentious issues shall be resolved by a vote of the entire Board. As needed and determined by the Board the Chairman will consult with and have the Charter reviewed by an Attorney who specializes in Non Profit law in order to keep the Charter up to date and complying with and legal changes that may arise.

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:

	Monthly	Annual
A320 Captain:	\$15.00	\$180.00
A220 Captain:	\$15.00	\$180.00
E190 Captain:	\$13.50	\$162.00
A320 First Officer:	\$10.00	\$120.00
A220 First Officer:	\$10.00	\$120.00
E190 First Officer:	\$9.00	\$108.00
ATFI:	\$10.00	\$120.00

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.

F. Furloughed BPF Member JetBlue Pilots will be automatically granted Non Donating Member Status until their recall to JetBlue Airways and they resume payroll deductions for Membership Dues. Failure to resume their Membership Contributions will be considered a withdrawal of their Membership privileges. The Board may reach out to the pilot to confirm their intentions. Should a pilot chose to defer a recall, they will no longer be considered a member in good standing. When considering an award for a furloughed pilot the board should not consider the Furlough as a reason for the Hardship but should consider other circumstances when Evaluating the Hardship.

7. THE TRUST

A. 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.

7B. Investment Policy and Guidelines – The long-term, primary investment objective for the Fund is to earn a total return, net of all fees and within prudent levels of risk, which is sufficient to maintain in real terms the crisis-assistance power of the Fund or other benefits of the Fund approved by Board of Trustees and membership. Over long-term periods of three years or more, and on an average annualized return, net-of-fee basis, the portfolio will be expected to equal or exceed an average total return of 2 percent plus inflation (CPI). Benchmarks for market comparisons to BPF investment plan performance are noted in Section 7B(3) below.

(1) **Delegation** – The Chairman and Treasurer shall agree to an investment strategy with risk tolerance between conservative and moderate growth in accordance with the directives below and request approval of their mutual plan by at least four other additional Officers. Should no

such agreement exist, all money currently invested or planned for investment, and not used for expenses or for fund awards, will stay in its existing location until an agreement as described herein can be obtained.

Assuming approval from four Trustees in addition to the Chairman and Treasurer occurs, the Chairman alone may choose to seek further endorsement of the detailed investment plan from Members / Prospective Members. Should the Chairman seek such a mandate, the Chairman is allowed to require no less than 50.1% and no more than 60% (of all those who choose to vote) for plan approval. To clarify, more than 60% of voting participants may endorse the plan. The Chairman is simply not allowed to require more than 60% concurrence to continue with the previously collaborated investment strategy.

(2) **Investment Management** – Money may be invested in low-cost (less than 0.5% total fees) no-load Board-selected Do-It-Yourself (DIY) investment funds. Money may also be invested with an investment advisor/firm (IA) who personally manages BPF investments if the IA signs on as a legal fiduciary to all invested capital. The IA shall also agree to limit all management fees, annual fees, commissions, and fund loads, but excluding internal expense ratios of mutual funds, exchange traded products, and closed end funds, to an average aggregate of strictly less than 1.25% of all invested funds.

(3) **Asset Allocation** – The Board is not restricted to a specific strategic asset allocation except they should ensure BPF funds are normally invested in a diversified mix of large domestic equities, mid/small cap domestic equities, international equities, global fixed income assets, alternative investments, and cash alternatives. Additionally, not one of those types of investment should ever exceed 70% of all money invested without specific rationale provide by IA or Board of Trustees.

(3a) Large Cap Domestic Equity investments will be benchmarked relative to the S&P 500 Index, or similarly appropriate benchmark(s). Stanley Capital International (MSCI) World ex-U.S. Index or similarly appropriate benchmark(s).

(3b) Mid/Small Cap Equity investments will be benchmarked relative to the Wilshire

(3c) International Equity investments will be benchmarked relative to the Morgan basis to determine if the fees required by the IA are worth the capital gains or losses achieved for the Fund. Concomitant with that analysis will be the Treasurer's recommendation to the Board to continue with the IA, choose a different IA, or have the Board choose an appropriate, balanced, low-cost, moderate growth DIY investment option.

(3d) Global Fixed Income investments will be benchmarked relative to the Barclays Capital Global Aggregate Bond Index or similarly appropriate index.

(3e) Alternative Investments will be benchmarked relative to the Morningstar Diversified Alternatives Index or similarly appropriate index.

(3f) A blended or custom benchmark may be created that includes any other widely recognized indexes.

(4) **Review** – The Treasurer will, referencing the above indexes and other guidelines herein, review the strategic asset allocation and structure policies at least annually. If money is invested with an IA personally managing BPF assets, and management fees are greater than 0.90% of all money invested annually, the Treasurer will review the performance of the IA on a semi-annual 4500 Completion Index or similarly appropriate benchmark(s).

(5) **Strategy Consistency & Stabilization** – It is a normal expectation that once an allotment of money is invested it will remain essentially fully invested at all times except for necessary withdrawals as deemed necessary by a majority vote of the Board. For the purposes of this Section, the term “essentially fully invested” means no more than 10% of the total investment portfolio should be invested in cash equivalents unless a majority of all Officers specifically vote otherwise to direct more than 10% into cash equivalents. In such a vote, there should be majority consensus and the vote shall include an exact percentage of funds above 10% that will be directed to cash equivalents. This normal expectation does not preclude the Board from directing an IA to dollar cost average large lump-sum deposits over a reasonable time period from cash or cash alternatives into the proposed investment allocation. Furthermore, this normal expectation in no way restricts a discretionary, fiduciary IA from holding up to 70% cash or cash alternatives during periods of market volatility or during reasonably short time periods, normally less than 12 months, when no discernible asset class demonstrates potential for growth, as was the case in 2007-2009 financial crisis.

(6) **Withdrawal of Invested Funds** – The Treasurer and Chairman may, with mutual agreement, agree to withdraw as much as 1% of the total net worth of all invested funds every calendar quarter to cover specifically declared expenses, fund distributions, or any other BPF expenditure as they see fit. If those two Officers wish to withdraw any amount of invested funds over that amount in any calendar quarter, they must once again declare the exact reason(s) for the proposed withdrawal(s) and receive approval from four other additional officers before affecting the withdrawal(s). Should additional reasons arise for further withdrawals in a quarter, and even after four additional officers approve more than the 1% withdrawal limitation in the same quarter, the Chairman and Treasurer must declare any new reasons for further withdrawals even if initial approval to exceed the 1% maximum withdrawal amount was granted. To clarify, approval by six of seven Officers for a certain withdrawal in a quarter above 1% of all invested funds does not mean the approval is open-ended for that quarter. Approval by the four additional Officers will only be granted and valid for a specific amount and for specific reasons associated with that specific amount.

As with special maximum fund awards or any similar approval process, the Director of Communications will administer the vote and the Secretary will withdraw funds requiring super majority approval only with confirmation by the Director that the stated approval has been satisfied.

Should there be a need for a withdrawal of invested funds in order to transfer money to a different IA or DIY plan, the Board should abide by Section 7B(1) accordingly.

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. The November Charter Amendment window will conclude with all final language and voting taking place no later than November 30th. The amended Charter will be updated and distributed to all Board Members and published on the BPF website as soon as practical

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.

In the event of a Merger, acquisition or transactional event between JetBlue Airways and another company or entity where the potential for a Pilot Seniority List Integration Exists, or the merger, acquisition or transaction would otherwise impact JetBlue Pilots and Blue Pilot Fund Members, the Board of Trustees will conduct an emergency meeting with all the members attending as soon as possible after the announcement to begin discussions on the possible impact to 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 or verbal explanation of the reason for the denial from the Board of Trustees. In most cases, this notification will come from the Board Member who conducted the Evaluation.

C. Refusal of Hardship Awards Due to Work Action

Hardship Awards will not be considered for any Hardship Notification and no BPF funds shall be awarded to a member that results from a loss of income as a result of any legal (for example, an authorized strike) or illegal work action (i.e. sick out, refusal to work).

D. 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.

E. 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.

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

11. FACTS ABOUT THE BLUE PILOT FUND

Name and Address: Blue Pilot Fund, Inc.
4848 Exposition Way,
Keller, Tx, 76244
BPFBoard@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.
817-718-2955
Nick.Hoffmann@BluePilotFund.org

Treasurer: Treasurer for the Board of Trustees
Blue Pilot Fund, Inc.
704-771-4831
Brad.Shearin@BluePilotFund.org

Vice-Chairman: Vice-Chairman of the Board of Trustees
Blue Pilot Fund, Inc.
310-433-9436 / 951-314-4011
Mike.Kelsey@bluepilotfund.org

Administrator: Secretary for the Board of Trustees
Blue Pilot Fund, Inc.
901-270-6099
Scott.Alexander@BluePilotFund.org

Communications:

Director of Communications for the Board
of Trustees Blue Pilot Fund, Inc.
513-659-1813
Carrie.Braun@BluePilotFund.org

Evaluators:

Evaluators for the Board of Trustees
Blue Pilot Fund, Inc.
951-314-4011
mike.Strauss@BluePilotFund.org

Evaluators for the Board of Trustees
Blue Pilot Fund, Inc.
216-233-7571
April.Allen@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...

donating members... change to: ...who are not already acknowledged as distressed pilots or non-

(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.*”

J. LTD-COBRA Aid Addition – An Interim Amendment Session was conducted as per Section 9A and completed on 23 April 2012. The Board of Trustees motioned, seconded, and ratified by an electronic majority vote that Section 5Q allowing monthly LTD-COBRA Aid be added.

K. LTD-COBRA Aid Change – A Scheduled Amendment Session was conducted as per Section 9A and completed on 10 November 2013. The Board of Trustees motioned, seconded, and ratified by an electronic majority vote that Section 5Q be edited to adjust for a benefits change so that pilots may have access to this aid after their sixtieth consecutive month of disability versus the original 7th thru 24th month of disability.

L. Section 2C Deletion – A Scheduled Amendment Session was conducted as per Section 9A and completed on 10 November 2013. The Board of Trustees motioned, seconded, and ratified by an electronic majority vote that original Section 2C be deleted due to its impertinence. (Any Section 2C that currently exists is a separate and distinctly different section than the one this amendment deleted.)

M. Trustees Allowed to Hold Temporary Committee Positions – A Scheduled Amendment Session was conducted as per Section 9A and completed on 10 November 2013. The Board of Trustees motioned, seconded, and ratified by an electronic majority vote that Section 4A be changed to allow temporary or low workload pilot committee positions for Trustees.

N. Allowance of ATFI Pilots as Members / Prospective Members – A scheduled Amendment Session was conducted as per Section 9A and completed on 1 November 2013. The Board of Trustees motioned, seconded, and ratified by an electronic majority vote that the Charter be amended to include JetBlue Airways Air Transport Flight Instructors (ATFIs) not otherwise on the pilot seniority list. The Chairman then invoked his right to deem this amendment such a significant addition to the BPF mission that he required a two-thirds majority approval by all participants who chose to vote. A ballotbin.com electronic vote was held between 26 November 2013 and 10 December 2013. There were a total of 451 votes, 392 (86%) yea, and 59 (13%) nay. This Amendment is hereby enacted.

All sections of this Charter generally apply to any ATFI participant except for Section 3B(1). In lieu of Section 3B(1), and wherever else the rules below may contradict with the other sections of this Charter, the following will apply to all ATFI donators unassigned a pilot seniority number:

(1) All ATFIs not on the JetBlue pilot seniority list who were currently donating on a monthly basis will immediately obtain a membership number with full membership status to include Hardship Notification (HN) eligibility. They may also request a non-donating membership. For any ATFI who maintained a monthly donation before this Amendment, and who was also

donating less than \$10 per month, he or she has until March 1st, 2014 to increase their donation to the required minimum monthly donation of \$10 per month in order to maintain their membership.

(2) All ATFIs currently not donating will have until March 1st, 2014 to initiate a donation via BCSS, PayPal, or check. Any minimum required donations, of \$10 per month or \$5 per paycheck, made prior to that date will allow for full and immediate membership status to include HN eligibility.

(3) Any ATFI donations after March 1st, 2014 will prompt Prospective Member status. The ATFI will have to wait one year after their first donation while also providing twelve months of minimum required donations (\$120 total) during that year wait to obtain full membership status or request a non-donating membership.

(4) For ATFI participants who initiate and maintain minimum required donations after March 1st, 2014 but have been a JetBlue Airways Crewmember for less than one year, they may file a Hardship Notification or request a non-donating membership. In this case the participant must expect that he or she will need to provide proof of date-of-hire to the BPF as part of the evaluation / decision process since the Trustees do not have access to that information. Once the date-of-hire proof has been received, the ATFI will immediately receive a membership number and BPF processes will continue accordingly to include HN acknowledgment.

(5) The BPF also does not have access to ATFI seniority or pay variances. The \$10 minimum required monthly donation is based on the premise that most ATFIs earn similarly to A320FOs. For ATFIs who have obtained the status and qualifications to earn more like an E190 or A320 Captain, they are strongly urged to donate \$13.50 or \$15.00 per month as per our normal dues requirements. Earning more like a captain and not donating the higher monthly amount may lead to a mitigated fund award, if any at all, should the ATFI request one as per the decision of the Chairman and Treasurer. To clarify, the BPF does not evaluate finances for membership acceptance but does so as part of the fund award process.

O. Investment Policy – An Interim Amendment Session was conducted as per Section 9A and completed on 03 October 2014. The Board of Trustees motioned, seconded, and ratified by an electronic majority vote that Section 7B be added to provide guidelines for the investment of funds.

P. Blue Pilot Fund Scholarship Program - The purpose of the Blue Pilot Fund Scholarship Fund (BPF SF) is to assist and promote the education of participants' dependents.

1. The program is limited to participants' dependents who are in good standing and must be planning to enroll in or plan to enroll in a degree program at an accredited university or college.
2. The BPFSP will be funded independently of participants' monthly dues contributions. The primary means of funding the BPFSP will be thru special earmarked donations specifically for the BPFSP and/or thru special fundraisers throughout the year.
3. The scholarships will be awarded based on merit by a Board appointed 3 member Scholarship Review Board (SRB). The purpose of the review board is to establish impartiality, eliminate conflict of interest, and any chance of impropriety. The SRB will report to the BPF Board but shall retain final authority over scholarship awards.
4. The number of scholarships awarded may vary as may the amount of scholarship money awarded. These factors include the amount of funds available, number of applications received, and whether applicants meet the programs requirements.

Q. Refusal of Hardship Awards Due to Work Action - Hardship Awards will not be considered for any Hardship Notification and no BPF funds shall be awarded to a member that results from a loss of income as a result of any legal (for example, an authorized strike) or illegal work action (i.e. sick out, refusal to work).

R. Redefine Roles of Secretary and Treasure - (2a) Treasurer for the Board of Trustees –

The Treasurer is delegated the authority to manage the Blue Pilot Fund and 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 Treasurer 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. 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 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.

(2c) The Treasurer 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.

(4a) **Secretary for the Board of Trustees** – The Secretary is delegated the authority to manage normal administrative matters of BPF participants. The most critical function is the distribution of BPF related material which includes but is not limited to BPF Bag Tags and Membership Pens.

S. Recall & Removal of Board of Trustees: An Interim Amendment Session was conducted as per Section 9A and completed on 29 June 2017. The Board of Trustees motioned, seconded, and ratified by an electronic unanimous vote to add Section 5S to the Charter stating that A Board member other than the Chairman (see section 4, Section E 1d for that situation) may be recalled and removed from the Board of Trustees by a majority vote of the remaining Board members in favor of removal for the following reasons:

1. Gross negligence of duty
2. Intentional obstruction of the Board
3. Misconduct or unethical behavior leading to embarrassment of the Fund
4. Incompetence
5. Abandonment of duties to include long periods of no contact or not fulfilling duties

Any other Board member may initiate the removal process. Such action shall occur during a regular or special meeting of the Board and must be moved and seconded by another Board member.

If an Officer of the Board is removed, that Officer will be informed by the Chairman. The Chairman will direct the election of a replacement officer for that position to occur within 90 days. Until that time, the Chairman may appoint another Officer to act in the vacant position as well as his current position on the Board.

T. Increase of Maximum Fund Award for a Deceased Pilot – A Scheduled Amendment Session was conducted as per Section 9A and completed on 01 December 2018. The Board of Trustees motioned, seconded, and ratified by an electronic majority vote that Section 5M(1) be changed to allow a maximum fund award of up to \$10,000 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. \$10,000 is only a maximum.

U. Surviving Spouse Hardship Notification Authority – A Scheduled Amendment Session was conducted as per Section 9A and completed on 01 December 2018. The Board of Trustees motioned, seconded, and ratified by an electronic majority vote that new Section 5M(5) shall read: Surviving spouses, adult children or adult step children of the deceased member, or legal guardians of the deceased pilot’s minor children may file a Hardship Notification (HN) and be eligible for a fund award for a period up to one year after the member’s death. For members who died in 2018, their applicable family members will be allowed a one year period from the initiation of this Amendment to file an HN if desired. As in all cases, the filing of an HN will dictate the normal evaluation process and is no guarantee of a fund award.

V. Third Party Annual Audit Requirement – A Scheduled Amendment Session was conducted as per Section 9A and completed on 01 December 2018. The Board of Trustees motioned, seconded, and ratified by an electronic majority vote that Section 5T be added as follows: On an annual basis the BPF will have all of its investing and finances audited by a third party service not otherwise associated in any way with the BPF, JetBlue Airways, or any BPF Board Member. The Chairman and Treasurer shall maintain responsibility for determining the exact size and scope of the audit, the service/vendor provider, its cost and annual adherence. If there is any disagreement between the Chairman and Treasurer on any aspect of the audit, the contentious issues shall be resolved by a vote of the entire Board.

W. College Plan Fund Awards for Children of Deceased Pilots – A Scheduled Amendment Session was conducted as per Section 9A and completed on 01 December 2018. The Board of Trustees motioned, seconded, and ratified by an electronic majority vote that Section 5M(6) be added as follows: Surviving minor dependents of a deceased member are entitled to \$5000 each to a pre-established privately funded 529 college plan (i.e. a personally run bank account based on the 529 plan, and all its tax rules and withdrawal regulations, specifically listed in the child’s name) or to a State-run pre-paid college plan. The \$5000 will be transferred directly to the applicable college plan listed under the child’s name.

X. Investment Strategy Extended Options – A Scheduled Amendment Session was conducted as per Section 9A and completed on 01 December 2018. The Board of Trustees motioned, seconded, and ratified by an electronic majority vote that Section 7 be amended as follows:

(1) Section 7B will now read: **Investment Policy and Guidelines** – The long-term, primary investment objective for the Fund is to earn a total return, net of all fees and within prudent levels of risk, which is sufficient to maintain in real terms the crisis-assistance power of the Fund or other benefits of the Fund approved by Board of Trustees and membership. Over long-term periods of three years or more, and on an average annualized return, net-of-fee basis, the

portfolio will be expected to equal or exceed an average total return of 2 percent plus inflation (CPI). Benchmarks for market comparisons to BPF investment plan performance are noted in Section 7B(3) below.

(2) Section 7B(1) – Change the first sentence to start as: “The Chairman and Treasurer shall agree to an investment strategy with risk tolerance between conservative and moderate growth in accordance with ...”

(3) Section 7B(2) – Change the last sentence to read: “The IA shall also agree to limit all management fees, annual fees, commissions, and fund loads, but excluding internal expense ratios of mutual funds, exchange traded products, and closed end funds, to an average aggregate of strictly less than 1.25% of all invested funds.”

(4) Section 7B(3) will now read: **Asset Allocation** – The Board is not restricted to a specific strategic asset allocation except they should ensure BPF funds are normally invested in a diversified mix of large domestic equities, mid/small cap domestic equities, international equities, global fixed income assets, alternative investments, and cash alternatives. Additionally, not one of those types of investment should ever exceed 70% of all money invested without specific rationale provide by IA or Board of Trustees.

(3a) Large Cap Domestic Equity investments will be benchmarked relative to the S&P 500 Index, or similarly appropriate benchmark(s). Stanley Capital International (MSCI) World ex-U.S. Index or similarly appropriate benchmark(s).

(3b) Mid/Small Cap Equity investments will be benchmarked relative to the Wilshire 4500 Completion Index or similarly appropriate benchmark(s).

(3c) International Equity investments will be benchmarked relative to the Morgan Stanley Capital International (MSCI) World ex-U.S. Index or similarly appropriate benchmark(s).

(3d) Global Fixed Income investments will be benchmarked relative to the Barclays Capital Global Aggregate Bond Index or similarly appropriate index.

(3e) Alternative Investments will be benchmarked relative to the Morningstar Diversified Alternatives Index or similarly appropriate index.

(3f) A blended or custom benchmark may be created that includes any other widely recognized indexes.

(5) Section 4 first sentences changed to: “**Review** – The Treasurer will, referencing the above indexes and other guidelines herein, review the strategic asset allocation and structure policies at least annually. If money is invested with an IA personally managing BPF assets, and management fees are greater than 0.90% of all money invested annually, the Treasurer will review the performance of the IA on a semi-annual basis to determine if the fees required by the IA are worth the capital gains or losses achieved for the Fund”

(6) Section 5 first sentence added: “normal expectation”

(7) Section 5 added final sentences added: “This normal expectation does not preclude the Board from directing an IA to dollar cost average large lump-sum deposits over a reasonable time period from cash or cash alternatives into the proposed investment allocation. Furthermore, this normal expectation in no way restricts a discretionary, fiduciary IA from holding up to 70% cash or cash alternatives during periods of market volatility or during reasonably short time periods, normally less than 12 months, when no discernable asset class demonstrates potential for growth, as was the case in 2007-2009 financial crisis.”

Y. Charter Legal Review Requirement- A Scheduled Amendment Session was conducted as per Section 9A and completed on 6th December 2018. The Board of Trustees motioned, seconded, and ratified by an electronic majority vote that Section 5.T should be amended and add the following verbiage: *As needed and determined by the Board the Chairman will consult with and have the Charter reviewed by an Attorney who specializes in Non Profit law in order to keep the Charter up to date and complying with any legal changes that may arise.*

Z. Merger or Acquisition Meeting Requirement- A Scheduled Amendment Session was conducted as per Section 9A and completed on the 20th November 2019. The Board of Trustees motioned, seconded, and ratified by an electronic majority to add the following verbiage to Section 9B: *In the event of a Merger, acquisition or transactional event between JetBlue Airways and another company or entity where the potential for a Pilot Seniority List Integration Exists, or the merger, acquisition or transaction would otherwise impact JetBlue Pilots and Blue Pilot Fund Members, the Board of Trustees will conduct an emergency meeting with all the members attending as soon as possible after the announcement to begin discussions on the possible impact to the Fund.*

AA. Charter Amendment Period Deadline- A Scheduled Amendment Session was conducted as per Section 9A and completed on the 20th November 2019. The Board of Trustees motioned, seconded, and ratified by an electronic majority to add the following verbiage to Section 9A: *The November Charter Amendment window will conclude with all final language and voting taking*

place no later than November 30th. The amended Charter will be updated and distributed to all Board Members and published on the BPF website as soon as practical

BB. A220 Rates Added- A Scheduled Amendment Session was conducted as per Section 9A and completed on the 20th November 2019. The Board of Trustees motioned, seconded, and ratified by an electronic majority to add the following verbiage to Section 6A:

	<i>Monthly</i>	<i>Annual</i>
<i>A220 Captain</i>	<i>\$15.00</i>	<i>\$180</i>
<i>A220 First Officer</i>	<i>\$10.00</i>	<i>\$120</i>

CC. BPF Scholarship Fund Lottery Program- A Scheduled Amendment Session was conducted as per Section 9A and completed on the 20th November 2019. The Board of Trustees motioned, seconded, and ratified by an electronic majority to Eliminate the Scholarship Review Board and amend Section 5.R.4 and add the following verbiage: *(4) Scholarships will be awarded based on a Hybrid Lottery/Qualification system. Applicants will need to complete an application and submit it for review within the application window. Applications which meet the criteria for qualification will be placed in a “lottery pool” and the drawing will be conducted with a Quorum of Board Members participating in a video conference call to ensure the legitimacy and randomness of the drawing. The criteria for qualification will be included in the Scholarship application. Lottery winners will be notified by the Director of Communications. All Lottery winners will have their winnings paid via ETF directly to the Education Institution when possible.*

DD. BPF Scholarship Fund Funding- A Scheduled Amendment Session was conducted as per Section 9A and completed on the 20th November 2019. The Board of Trustees motioned, seconded, and ratified by an electronic majority to amend Section 5.R.3 and add the following verbiage: *The primary means of funding the BPF SF will be through special earmarked donations specifically for the BPF SF and/or thru special fundraisers throughout the year. Interest gained from the Blue Pilot Fund Investment Account will also be used to fund the BPF SF. The BPF SF will be maintained in a separate account than the BPF regular funds to maintain transparency.*

EE. Surviving Minor 529 College Fund Changes- A Scheduled Amendment Session was conducted as per Section 9A and completed on the 20th November 2019. The Board of Trustees motioned, seconded, and ratified by an electronic majority to amend Section 5.M.6 and add the following verbiage: *when possible, or directly to the spouse or adult children when all other options are not feasible and all attempts have been exhausted. The Board should use caution and be diligent when sending payments directly to family members to ensure that the money will*

not have the undesired affect of causing harm to the child or the family if it were to instead be used for other purposes.

FF. Board Member Election Duration Changes- A Scheduled Amendment Session was conducted as per Section 9A and completed on the 20th November 2019. The Board of Trustees motioned, seconded, and ratified by an electronic majority to amend Section 4.F.2 to read “Voting will remain open for 14 days.”

GG. Membership Application Requirement- A Interim Amendment Session was conducted as per Section 9A and completed on the 20th December 2019. The Board of Trustees motioned, seconded, and ratified by an electronic majority to amend Section 3.C and adding the following verbiage: To become a member of the Blue Pilot Fund a New Hire JetBlue Pilot or Non Member must complete and submit the Application Form located on the Blue Pilot Fund Website, www.bluepilotfund.org . All Fund members prior to 11/2019 will not be required to complete the application but will be encouraged to submit an application form to enable the Board to collect vital Emergency Contact Information. JetBlue Pilots joining the BPF outside their Grace Window will still be subject to the Charter Section 3.B.2.

HH Furloughed BPF Member Pilots - An Interim Amendment Session was conducted as per Section 9A and completed on the 13th June 2020. The Board of Trustees motioned, seconded, and ratified unanimously by an electronic voting to amend Section 6 and add section 6.F: *Furloughed BPF Member Pilots will be automatically granted Non Donating Member Status until their recall to JetBlue Airways and resume payroll deductions for Membership Dues.*

II. Hardship Denial Requirements- A Scheduled Amendment Session was conducted as per Section 9A and completed on 12th December 2019. The Board of Trustees motioned, seconded, and ratified by an electronic majority vote that Section 10B would be amended to add a Verbal option for notification. Section 10B will now read *“If a pilots Hardship is denied in whole, the pilot must receive a written or verbal explanation of the reason for the denial from the Board of Trustees. In most cases, this notification will come from the Board Member who conducted the Evaluation.”*

JJ. Board Member Position Changes - An Interim Amendment Session was conducted as per Section 9A and completed on 11 March 2021. The Board of Trustees motioned, seconded, and ratified by an electronic unanimous vote to add Section 4.F.5 *"If a Board Member position becomes vacant, current Board Members will be offered the opportunity to switch positions from their current position to the vacant position. If a Board Member chooses to switch positions their term and Election*

Cycle will carry over to their new position so that they do not exceed the Term limits specified in Section 4.C”

KK. Board Appointed Positions- An Interim Amendment Session was conducted as per Section 9A and completed on 11 March 2021. The Board of Trustees motioned, seconded, and ratified by an electronic unanimous vote to add Section 4.F.6 -“When circumstances dictate and the Board of Trustees feel the Fund could benefit from or has a need for specialized skill sets the Board can appoint Fund Members not currently serving on the Board of Trustees to Special Projects or Positions by simple Board majority vote. The vote for Appointees can take place outside of the Charter Amendment Period if required. The Appointee positions can also be eliminated by simple majority vote when required or will automatically terminate at the completion of the Appointees Project. Pilots Appointed to Positions or Projects will not be considered Board of Trustee Members and will have no voting rights on the Board.

LL. Board of Trustee Member Liability Release. and Insurance- An Interim Amendment Session was conducted as per Section 9A and completed on 11 March 2021. The Board of Trustees motioned, seconded, and ratified by an electronic unanimous vote to add Section 4.G

Limitation of Liability.

i. No members of the Board of Trustees (a “Trustee”) or Officer of BPF shall be personally liable to BPF for monetary damages to BPF or any other person for any statement, vote, decision to take or not to take an action, or failure to take any action, as a Trustee or Officer, unless (1) the Trustee or Officer breached or failed to perform his or her duties as a Trustee or Officer; and (2) the Trustee or Officer’s breach of, or failure to perform, those duties constitutes any of the following: (a) a violation of the criminal law, unless the Trustee or Officer has reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful; (b) a circumstance under which the transaction at issue is one from which the Trustee or Officer derived an improper personal benefit, either directly or indirectly; (c) a circumstance under which the liability provisions of Section 607.0834 of the Florida Business Corporation Act (the “FBCA”) are applicable; (d) in a proceeding by or in the right of BPF to procure a judgment in its favor or by or in the right of a member, conscious disregard for the best interest of BPF, or willful or intentional misconduct; (e) in a proceeding by or in the right of someone other than BPF or a member, reckless or in an act or omission that was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property; or (f) an act or omission for which the liability of a Trustee or Officer is expressly provided by an applicable statute.

ii. Neither the subsequent amendment nor repeal of this Charter shall eliminate or reduce the effect of this Charter for any claim or cause of action which arose prior to the amendment or repeal. If the Florida Not For Profit Corporation Act (the “Act”) is hereafter amended to

authorize corporate action further eliminating or limiting the personal liability of Trustees or Officers, then the liability of a Trustee or Officer of BPF shall be eliminated or limited to the fullest extent permitted by the Act.

Indemnification.

i. BPF shall indemnify, to the extent provided in the following Subsections, any person who is or was a Trustee, Officer, agent, director, or employee of BPF. In the event the provisions of indemnification set forth below are more restrictive than the provisions of indemnification allowed by Chapter 617 of the Act, then such persons named above shall be indemnified to the full extent permitted by Chapter 617 of the Act as it may exist from time to time. Notwithstanding anything the contrary herein, a person named in this Subsection i. will be indemnified only if it is determined in accordance with Section 607.0855 of the FBCA that such person is entitled to indemnification.

ii. In case of a completed, threatened, or pending suit, action or proceeding (whether civil, criminal, administrative, arbitrative or investigative) against a person named in Subsection i. above by reason of such person's holding a position named in such Subsection i., BPF shall indemnify such person who is a party to such a proceeding if such person satisfies the standard contained in Section 607.0851 of the FCBA. Notwithstanding the first sentence of this Subsection ii., unless ordered by a court under Section 607.0854(1)(c) of the FBCA, BPF may not indemnify a person listed in Subsection i. above in connection with a proceeding by or in the right of BPF except for expenses and amounts paid in settlement not exceeding, in the judgment of the Board of Trustees, the estimated expense of litigating the proceedings to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof, where such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of BPF.

ii. BPF may, before final disposition of a proceeding, advance funds to pay for or reimburse expenses incurred in connection with the proceeding by an individual who is a party to the proceeding because that individual holds or held a position listed in Subsection i. if such person complies with, and is authorized by, Section 607.0853 of the FBCA.

vii. The indemnification and advance payment provided by Subsections i. through iii. above will not be exclusive of any other rights to which a person may be entitled by law, bylaw, agreement, vote of disinterested Trustees or Officers, or otherwise. The indemnification and advance payment provided by Subsections i. through iii. above will continue as to a person who has ceased to hold a position named in Subsection i. above and will inure to such person's heirs, executors and administrators.

viii. BPF may purchase and maintain insurance on behalf of a person who holds or has held any position named in Subsection i. above against any liability incurred by such person in any

such position, or arising out of such person's status as such, whether or not BPF would have power to indemnify such person against such liability under Subsections i. through iii. above.

MM. Term Extension for Chairman An Interim Amendment Session was conducted as per Section 9A and completed on 24 June 2023. The Board of Trustees motioned, seconded, and ratified by an electronic unanimous vote to amend the term for Chairman to align with Charter Requirements. After the mid term resignation of Chris Lum as BPF Treasurer, Assistant Evaluator, Michael Pfeiffer, assumed the role of Treasurer. This position change put the Chairman, Nick Hoffmann, and the Treasurer, Michael Pfeiffer, on the same Election cycle and in direct conflict with BPF Charter Section 4(C). In order to rectify this situation, I propose to extend the Term of the Chairman, Nick Hoffmann, for 2 years. Please refer to Charter Section 9(A) for guidance on Amendments outside of the normal Charter Amendment period.

NN. Administrative Spending Requiring a Board Vote

An Interim Amendment Session was conducted as per Section 9A and completed on 14 June 2024. The Board of Trustees motioned, seconded, and ratified by unanimous email vote to amend Section 4.B and add "Any spending for new and not previously agreed to expenses on administrative actions, items or support over \$20,000 must be voted on by all Board Members with 6 out of 7 in favor."