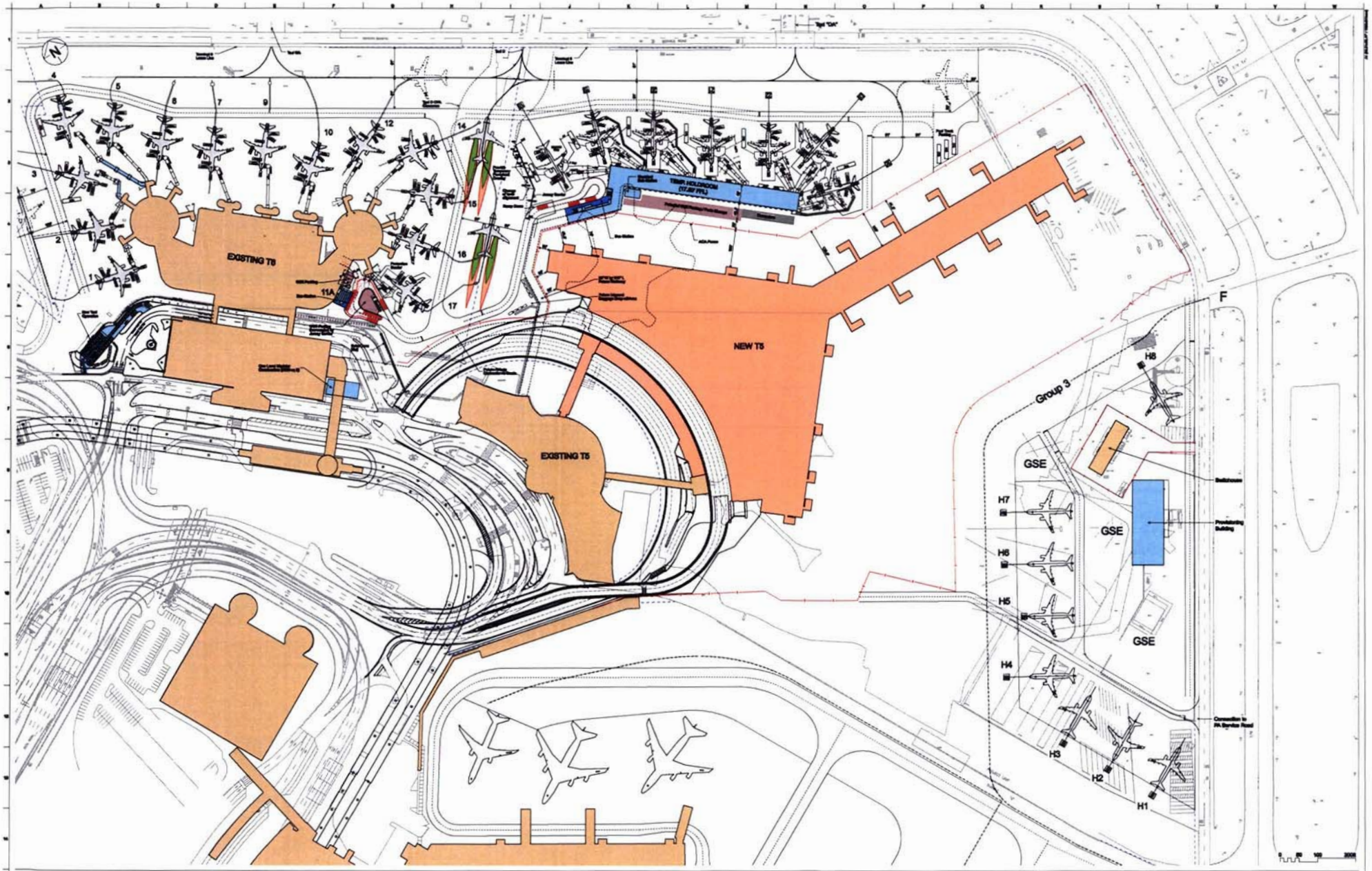

jetBlue AIRWAYS

JetBlue Airways Corporation
Terminal 5
John F. Kennedy International Airport
New York, NY

JFK JetBlue Terminal

TAA Submission

Terminal 5 & 6 / T5 New Construction

Terminal 5 - 21 Gate Operation
14 Gates on T5
7 Gates on Remote Holdroom
5 Hardstands on Parcel Z

ARUP

DRAFT

JETBLUE AIRWAYS'
CUSTOMER BILL OF RIGHTS

JetBlue Airways' Customer Bill of Rights

Above all else, JetBlue Airways is dedicated to bringing humanity back to air travel. We strive to make every part of your experience as simple and as pleasant as possible. Unfortunately, there are times when things do not go as planned. If you're inconvenienced as a result, we think it is important that you know exactly what you can expect from us. That's why we created our Customer Bill of Rights. These Rights will always be subject to the highest level of safety and security for our customers and crewmembers.

INFORMATION

JetBlue will notify customers of the following:

- Delays prior to scheduled departure
- Cancellations and their cause
- Diversions and their cause

CANCELLATIONS

All customers whose flight is canceled by JetBlue will, at the customer's option, receive a full refund or reaccommodation on a future JetBlue flight at no additional charge or fare. If JetBlue cancels a flight within 12 hours of scheduled departure and the cancellation is due to a *Controllable Irregularity*, JetBlue will also provide the customer with a Voucher valid for future travel on JetBlue in the amount paid by the customer for the roundtrip (or the oneway trip, doubled).

DEPARTURE DELAYS

1. Customers whose flight is delayed prior to scheduled departure for 1-1:59 hours due to a *Controllable Irregularity* are entitled to a $25 Voucher good for future travel on JetBlue.
2. Customers whose flight is delayed prior to scheduled departure for 2-3:59 hours due to a *Controllable Irregularity* are entitled to a $50 Voucher good for future travel on JetBlue.
3. Customers whose flight is delayed prior to scheduled departure for 4-5:59 hours due to a *Controllable Irregularity* are entitled to a Voucher good for future travel on JetBlue in the amount paid by the customer for the oneway trip.
4. Customers whose flight is delayed prior to scheduled departure for 6 or more hours due to a *Controllable Irregularity* are entitled to a Voucher good for future travel on JetBlue in the amount paid by the customer for the roundtrip (or the oneway trip, doubled).

OVERBOOKINGS (As defined in JetBlue's Contract of Carriage)

Customers who are involuntarily denied boarding shall receive $1,000.

ONBOARD GROUND DELAYS

For customers who experience an onboard Ground Delay for more than 5 hours, JetBlue will take necessary action so that customers may deplane. JetBlue will also provide customers experiencing an onboard Ground Delay with food and drink, access to restrooms and, as necessary, medical treatment.

Arrivals:

1. Customers who experience an onboard Ground Delay on Arrival for 30-59 minutes after scheduled arrival time are entitled to a $25 Voucher good for future travel on JetBlue.
2. Customers who experience an onboard Ground Delay on Arrival for 1-1:59 hours after scheduled arrival time are entitled to a $100 Voucher good for future travel on JetBlue.
3. Customers who experience an onboard Ground Delay on Arrival for 2-2:59 hours after scheduled arrival time are entitled to a Voucher good for future travel on JetBlue in the amount paid by the customer for the oneway trip, or $100, whichever is greater.
4. Customers who experience an onboard Ground Delay on Arrival for 3 or more hours after scheduled arrival time are entitled to a Voucher good for future travel on JetBlue in the amount paid by the customer for the roundtrip (or the oneway trip, doubled).

Departures:

1. Customers who experience an onboard Ground Delay on Departure for 3-3:59 hours are entitled to a $100 Voucher good for future travel on JetBlue.
2. Customers who experience an onboard Ground Delay on Departure for 4 or more hours are entitled to a Voucher good for future travel on JetBlue in the amount paid by the customer for the roundtrip (or the oneway trip, doubled).

jetBlue AIRWAYS

JetBlue Airways
118-29 Queens Blvd
Forest Hills, NY 11375

*These Rights are subject to JetBlue's Contract of Carriage and, as applicable, the operational control of the flight crew, and apply to only JetBlue operated flights
This document is representative of what is reflected in JetBlue's Contract of Carriage, the legally binding document between JetBlue and its customers.

Defining Irregularities and Delays

CONTROLLABLE IRREGULARITY

A delay, cancellation or diversion that is caused by an event within the reasonable control of JetBlue. Examples would include things such as crew unavailability due to JetBlue's scheduling (not due to weather-event related disruption), or a delay or cancellation due to maintenance. See the Contract of Carriage on jetblue.com/promise for the full definition of Controllable Irregularity.

UNCONTROLLABLE IRREGULARITY

A delay, cancellation or diversion that is caused by an event beyond the reasonable control of JetBlue. Examples would include things such as weather, a runway closure, ATC delays or airport construction. See the Contract of Carriage on jetblue.com/promise for the full definition of Force Majeure Event and Uncontrollable Irregularity.

DEPARTURE DELAY

A Departure Delay is any delay prior to the aircraft's pushback from the gate. (Customers could be boarded, awaiting pushback. Most often, however, Customers are in the gate area or in transport to the aircraft if parked at a hardstand.)

GROUND DELAY

A Ground Delay is a delay where, upon departure from the gate, the aircraft is delayed from taking off; or upon arrival, the aircraft is delayed from arriving at a gate or hardstand/air stairs for safe deplaning. A Ground Delay may occur on arrival or departure. However, in the case of arrival, if a flight lands early (prior to scheduled arrival), JetBlue does not begin calculating the delay time until after the scheduled arrival time.

The "How-To's" of Bill of Rights Compensation

How do I know what my compensation will be, and how will I receive it?
If your flight qualifies for compensation under the Bill of Rights, we will notify you or the party who booked your flight (e.g. travel agency or other website) via the email or mailing address given at the time of booking. This communication will contain the Voucher number and code, its value and how to redeem it. JetBlue will issue only one Voucher communication per booking. Please allow five to seven days for an email communication, or two to three weeks for notification via regular mail.

Do I have to write anything down?
There is no need to write anything down, just keep your original confirmation number (located on your JetBlue itinerary or boarding pass).

How does the Voucher work?
A Voucher is an electronic credit in a specified dollar amount valid for one year from date of issuance. They are non-transferable, good for JetBlue air travel only and must be used (travel booked) within one year from date of issuance. Customers can redeem their Vouchers at 1-800-JETBLUE (538-2583) or on jetblue.com.

For more information about the JetBlue Airways' Customer Bill of Rights please visit jetblue.com/promise.

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JETBLUE AIRWAYS' CUSTOMER BILL OF RIGHTS

Above all else, JetBlue Airways is dedicated to bringing humanity back to air travel. We strive to make every part of your experience as simple and as pleasant as possible. Unfortunately, there are times when things do not go as planned. If you're inconvenienced as a result, we think it is important that you know exactly what you can expect from us. That's why we created our Customer Bill of Rights. These Rights will always be subject to the highest level of safety and security for our customers and crewmembers.

jetBlue AIRWAYS

For more information and questions about the JetBlue Airways' Customer Bill of Rights please visit jetblue.com/promise.

Press Releases

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JetBlue Statement Regarding Operational Impact Today

NEW YORK, Feb. 14, 2007 (PRIME NEWSWIRE) -- JetBlue Airways issues the following statement regarding operational disruptions caused by a winter weather system:

"JetBlue apologizes to customers who were impacted by the ice storm at our home base of operations in New York, specifically at John F. Kennedy International Airport. Of the 505 daily flights operated by JetBlue, more than 250 flights were cancelled, and approximately 10 flights were significantly delayed at JFK with customers on board. These flights were a combination of scheduled departures from JFK that were not able to take off due to the ever-changing weather conditions, and arrivals that we were unable to move to a gate within a reasonable amount of time, due to all gates being occupied.

"This resulted in unacceptable delays for our customers.

"JetBlue sincerely apologizes to all customers impacted by today's weather and will be issuing a full refund and a free roundtrip flight to customers delayed onboard any aircraft in excess of three hours. JetBlue's customer commitment team will be contacting these customers as soon as possible."

The JetBlue logo is available at http://www.primenewswire.com/newsroom/prs/?pkgid=795

CONTACT: JetBlue Corporate Communications
(718) 709-3089

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Press Releases

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JetBlue Announces the JetBlue Customer Bill of Rights

New York-Based Low Fare Airline Expects to Operate a 100 Percent Schedule Today

NEW YORK, Feb. 20, 2007 (PRIME NEWSWIRE) -- JetBlue Airways (Nasdaq:JBLU) today announces a comprehensive customer promise and compensation program called "The JetBlue Customer Bill of Rights."

To view JetBlue's Customer Bill of Rights, click here:http://media.primezone.com/cache/2989/file/3787.pdf

Key provisions of the JetBlue Customer Bill of Rights are below, and have been made retroactive to Feb. 14, 2007:

```
 --  JetBlue will notify customers of the following:
    -   Delays prior to scheduled departure
    -   Cancellations and their cause
    -   Diversions and their cause

 --  JetBlue will take the necessary action to deplane customers if
     an aircraft is ground-delayed for five hours.  JetBlue Captains
     have discretion if the aircraft is positioned and almost ready
     for take-off.

 --  If a flight lands and is unable to taxi in to a gate right away,
     the following compensation will be made for customers:

     Delayed 30-60 minutes
     Customers receive a $25 voucher valid toward the purchase of
     their next JetBlue flight

     Delayed 1-2 hours
     Customers receive a $100 voucher

     Delayed 2-3 hours
     Customers receive a voucher for the full amount of their
     one-way fare.

     Delayed more than 4 hours
     Customers receive a voucher for the full amount of their
     round trip.
     Note: JetBlue fares are all one-way; round trip purchase is
     never required.

 --  If a flight has a ground delay on departure, the following
     compensation applies:

     Delayed 3-4 hours
     Customers receive a $100 voucher
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    Delayed more than 4 hours
    Customers receive a voucher in the full amount of the
    customer's original round trip.

--  If a flight is cancelled within 12 hours of scheduled
    departure, and it is a situation within the control of the
    company (as opposed to weather or ATC delays), customers may
    choose a full refund or a full credit, as well as a voucher
    valued at the cost of their original round-trip.

--  If JetBlue delays a flight in a situation within the company's
    control, customers can expect the following compensation:

    Delayed 1-2 hours
    Customers receive $25 voucher

    Delayed 2-4 hours
    Customers receive $50 voucher

    Delayed 4-6 hours
    Customers receive a voucher valid for the full amount of their
    one-way fare.
    Note: JetBlue fares are all one-way; round trip purchase is
    never required.

    Delayed more than 6 hours
    Customers will receive a voucher for the full amount of their
    round trip.
```

"This was a big wake-up call for JetBlue," said JetBlue Founder and CEO David Neeleman. "If there's a silver lining, it is the fact that our airline is going to be stronger and even better prepared to serve our customers. In addition, I want to publicly apologize to JetBlue's crewmembers -- the best in the industry -- and I promise to get the right resources, tools and support for them going forward, so that they in turn can deliver the JetBlue Experience you have come to expect from us."

In addition to the key provisions of the JetBlue Customer Bill of Rights listed above, the airline will form a customer advisory council, who will be consulted with regarding ongoing improvement programs.

JetBlue is taking immediate actions to address inefficiencies in its response plans. Actions already taken include new communication strategies with inflight and pilot crewmembers in the event of a system disruption, so that the airline can reset the operation faster, after the external disruption event ends.

Other areas under immediate review include:

```
--  Cross-training non-operational crewmembers and assigning
    secondary responsibilities to support the operation in the
    event of a significant disruption
--  Improving functionality on jetblue.com to support customer needs
    and allow JetBlue reservations and central baggage to maintain
    low on-hold time for customers
--  Improving communications at the airport, so information on
    available aircraft, flight crews and ground conditions is
    uniformly shared and decisions based on the most reliable data
```

Please visit www.jetblue.com/promise for more information and updates.

The airline will host a tele-conference with news media that will be simultaneously webcast. Please listen via: http://w.on24.com/r.htm?e=38599&s=1&k=F78D8AE980D12A007E8ECE1955AF477D

JetBlue Airways is focused on creating a new airline category -- an airline that offers value, service and style. Based in New York City, and now in its seventh year, the low-cost carrier currently

serves 50 destinations with more than 500 flights daily. JetBlue has the most legroom in coach(a). In addition to its signature seatback television service from DIRECTV(r)(b), JetBlue also offers a selection of first-run movies and bonus features from FOX InFlight(tm) on flights longer than two hours. The low-fare, high-value airline offers customers generous brand name snacks and beverages, including freshly brewed Dunkin' Donuts(r) coffee, and delicious wines selected by the airline's Low Fare Sommelier, Josh Wesson from Best Cellars(r). With JetBlue, all seats are assigned, all travel is ticketless, all fares are one-way, and an overnight stay is never required. For information or reservations call 1-800-JETBLUE (1-800-538-2583) or visit www.jetblue.com.

(a) JetBlue has the most legroom in coach, based on average fleet-wide seat pitch for U.S. airlines.

(b) DIRECTV(r) service is not available on flights outside the continental United States; however, where applicable FOX InFlight(tm) is offered complimentary on these routes. FOX InFlight(tm) is a trademark of Twentieth Century Fox Film Corporation. JetBlue's in-flight entertainment is powered by LiveTV, a wholly owned subsidiary of JetBlue.

The JetBlue logo is available at http://www.primenewswire.com/newsroom/prs/?pkgid=795

This press release contains statements of a forward-looking nature which represent our management's beliefs and assumptions concerning future events. Forward-looking statements involve risks, uncertainties and assumptions, and are based on information currently available to us. Actual results may differ materially from those expressed in the forward-looking statements due to many factors, including, without limitation, our extremely competitive industry; increases in fuel prices, maintenance costs and interest rates; our ability to implement our growth strategy, including the integration of the EMBRAER 190 aircraft into our operations; our significant fixed obligations; our ability to attract and retain qualified personnel and maintain our culture as we grow; our reliance on high daily aircraft utilization; our dependence on the New York metropolitan market; our reliance on automated systems and technology; our being subject to potential unionization; our reliance on a limited number of suppliers; changes in or additional government regulation; changes in our industry due to other airlines' financial condition; and external geopolitical events and conditions. Further information concerning these and other factors is contained in the Company's Securities and Exchange Commission filings, including but not limited to, the Company's 2005 Annual Report on Form 10-K and Quarterly Reports on Form 10-Q. We undertake no obligation to update any forward-looking statements to reflect events or circumstances that may arise after the date of this release.

CONTACT: JetBlue
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CorporateCommunications@jetblue.com
www.jetblue.com

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JETBLUE AIRWAYS'
CUSTOMER
BILL OF
RIGHTS

JetBlue Airways' Customer Bill of Rights

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4. Customers whose flight is delayed prior to scheduled departure for 6 or more hours due to a *Controllable Irregularity* are entitled to a Voucher good for future travel on JetBlue in the amount paid by the customer for the roundtrip (or the oneway trip, doubled).

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4. Customers who experience an onboard Ground Delay on Arrival for 3 or more hours after scheduled arrival time are entitled to a Voucher good for future travel on JetBlue in the amount paid by the customer for the roundtrip (or the oneway trip, doubled).

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jetBlue AIRWAYS®

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1-800-JETBLUE 1-800-538-2583 jetblue.com

*These Rights are subject to JetBlue's Contract of Carriage and, as applicable, the operational control of the flight crew, and apply to only JetBlue operated flights.

This document is representative of what is reflected in JetBlue's Contract of Carriage, the legally binding document between JetBlue and its customers.

In effect at time of incident

JetBlue Airways
Contract of Carriage

(revised,February 2007)

Domestic transportation and international transportation by JetBlue Airways Corporation ("Carrier") is subject to the following terms and conditions contained in this Contract of Carriage and, where applicable, also subject to treaties, government regulations, and tariffs on file with the Department of Transportation. If you itinerary involves travel on a flight operated by JetBlue's codeshare partner, please see Section 35. By making a reservation or accepting transportation on Carrier, the passenger agrees to be bound by all of the following terms and conditions.

1. Definitions

Carriage refers to the transportation of passengers and/or baggage by air, together with any related services of Carrier in connection with such transportation.

Carrier means JetBlue Airways Corporation.

Convention means, whichever of the following applies:

> Convention for the Unification of Certain Rules Relating to International Carriage By Air, signed at Warsaw, October 12, 1929 ("Warsaw Convention").
>
> Warsaw Convention, as Amended at the Hague, 1955 ("Hague Protocol").
>
> Warsaw Convention, as Amended at the Hague, 1955 and by Protocol No. 4 of Montreal, 1975 ("Montreal Protocol No. 4").
>
> Convention for the Unification of Certain Rules for International Carriage By Air done at Montreal 1999 ("Montreal Convention").

Passenger is any person, except members of the Crew, who enters into a contract of transportation or other agreement by which the person is to be transported in an aircraft with the consent of Carrier and who has acted upon that contract or other agreement by checking in for transportation and receiving a boarding pass or other means of identification for that transportation, whose subsequent movements are made in direct response to the places, times and means of transportation that are directly involved with, made as a consequence of, and thus governed by, the air operations conducted by the Carrier. A person shall cease to be a passenger when that person's movements are no longer governed by the air operations conducted by the Carrier pursuant to the contract of transportation or other agreement with the Carrier. A person who is identified, at any time and in any way, as a knowing participant in the commission of a War Risk Occurrence shall not be considered to be a passenger for the purposes of this Contract.

Disabled Individual is a person who:

(a) has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities,
(b) has a record of such an impairment, or
(c) is regarded as having such an impairment, as further defined in Department of Transportation regulations in 14 CFR Part 382.5.

Qualified Disabled Individual means a disabled individual who:

(a) with respect to accompanying or meeting a traveler, use of ground transportation, using terminal facilities or obtaining information about schedules, fares or policies, takes those actions necessary to avail himself or herself of facilities or services offered by Carrier to the general public, with reasonable accommodations, as needed, provided by Carrier;
(b) with respect to obtaining a reservation for air transportation on Carrier, offers or makes a good faith attempt to offer to purchase or otherwise to validly obtain a reservation;
(c) with respect to obtaining air transportation on other services or accommodations required by Department of Transportation regulations in 14 CFR Part 382:
    (1) purchases or possesses a valid reservation for air transportation on Carrier and presents himself or herself at the airport for the purpose of traveling on the flight for which the ticket has been purchased or obtained;
    (2) meets reasonable, nondiscriminatory Contract of Carriage requirements applicable to all passengers; and
    (3) whose carriage will not violate the requirements of the Federal Aviation Regulations or, in the reasonable expectation of Carrier personnel, jeopardize the safe completion of the flight or the health or safety of other persons.

Tariffs mean the international passenger rules tariffs publicly filed with the Department of Transportation.

2. *Nature of Contract*

This Contract applies to and governs only with respect to Carrier's routes. No agent, servant or representative of Carrier has authority to change or waive any provision of this Contract unless authorized in writing by a corporate officer of Carrier.

3. *Reservations*

A. All reservations on Carrier are confirmed and delivered electronically.

B. No person shall be entitled to transportation without a valid, confirmed reservation. No reservation shall be considered confirmed until payment in full has been received.

C. With the exception of involuntary refunds described in Section 26 below, all reservations on Carrier are non-refundable.

D. All reservations are non-transferable and non-assignable. Reservations may only be used by the Passenger named on the reservation at the time the reservation is made.

E. Carrier reserves the right to refuse carriage to any person who has acquired a reservation in violation of applicable law or Carrier's rules and regulations.

4. *Changes and Cancellations*

A. Reservations may be changed up to the scheduled departure time for a $30 change fee plus any applicable fare change.

B. For travel that does not involve (i) a change in departure city or arrival city, or (ii) a change between a JetBlue-operated flight and a JetBlue flight that contains a segment operated by JetBlue's codeshare partner, Passengers may change their reservation to standby travel for the flight immediately preceding their original departure without an additional charge. Passengers may not change their reservation to standby travel for the flight immediately preceding their original departure if such a change would result in changing the date of travel, a change in the departure city or arrival city, or a change between a JetBlue-operated flight and a JetBlue flight that contains a segment operated by JetBlue's codeshare partner.

C. Reservations must be cancelled prior to the scheduled departure time or the fare will be forfeited. No refunds are allowed but the Passenger canceling his or her reservation will be entitled to a credit for future

transportation on Carrier. This credit is valid for one year toward transportation on Carrier an d is subject to a $30 service fee. The credit may be used to book a new reservation in the name of the Passenger or in the name of any other person designated by the Passenger.

D. Failure of a Passenger to adhere to the following time requirements may result in the cancellation of the Passenger's reservation and forfeiture of payment:

(1) For domestic travel:

i. Passengers traveling without checked baggage must obtain a boarding pass twenty (20) minutes prior to scheduled departure;

ii. Passengers traveling with checked baggage must obtain a boarding pass thirty (30) minutes prior to scheduled departure; and

iii. All Passengers must be present in the boarding gate area ten (10) minutes prior to scheduled or posted aircraft departure time.

(2) For international travel:

i. Passengers traveling with or without checked baggage must obtain a boarding pass sixty (60) minutes prior to scheduled departure; and

ii. All Passengers must be present in the boarding gate area twenty (20) minutes prior to the scheduled or posted aircraft departure time.

E. Carrier will refuse to honor any reservation when such action is reasonably deemed to be necessary to comply with applicable governmental regulations or requests.

F. When a round trip or multi-segment reservation has been made and the Passenger fails to honor his or her reservation for the first portion of the trip, Carrier will cancel, without notification, the return portion or the continuing portion of the Passenger's reservation and Passenger forfeits any remaining fare.

5. Group Reservations

Reservations must be made through Carrier's Group Desk when fifteen or more passengers are booked as a group traveling on the same itinerary. Such group reservations are subject to all applicable group policies and procedures established by Carrier.

6. ***Fares***

A. Transportation on Carrier is subject to the fares, taxes and charges in effect on the date on which the confirmed reservation was made. If the reservation has been confirmed before an increase in the fare becomes effective, the reservation shall be honored for transportation as purchased. If the fare decreases after a confirmed reservation has been made, Carrier will not refund, credit or make any adjustment to the original fare.

B. Fares apply only between the points named and via the routing as shown in Carrier's current schedule and are not applicable to or from intermediate points.

C. As has been previously noted in this Contract, all of Carrier's fares are non-refundable, except for involuntary refunds described in Section 26 below.

D. No stopovers are permitted on published fares, except upon combination of local fares. (A "stopover" is an intentional interruption by the Passenger of his or her journey, scheduled to exceed four hours.)

E. Carrier does not offer special fares for infants, children, senior citizens, military personnel or any other category of passenger.

F. Carrier reserves the right to collect additional taxes, fees, charges imposed by governmental entity after the reservation has been made and paid for, but before transportation commences.

7. ***Unaccompanied Minors***

A. Carrier will not allow any child under the age of 5 years to travel on any flight unless accompanied by a passenger 13 years of age or older.

B. Unaccompanied children ages 5 through 12 will be accepted by Carrier provided the child has a confirmed reservation, and the flight on which he/she travels does not require a change of aircraft or flight number. An additional fee will apply for children traveling unaccompanied. The child will not be accepted if the flight on which the child holds a reservation is anticipated to terminate short of, or bypass, the child's destination. The parent or responsible adult who brings an unaccompanied child to the airport of departure will be required to remain with the child until flight departure. The parent or responsible adult must furnish Carrier in writing (a duplicate of which must be in the child's possession) evidence that the child will be met by another parent or responsible adult upon deplaning at his/her destination. The person meeting the child at his/her destination will be required to

present positive identification and sign a release on a form designated by Carrier.

C. Passengers 13 years of age and over are considered adults for purposes of Section 7.

D. Carrier will not allow for the carriage of unaccompanied children on any Codeshare Flights.

8. *Infants and Small Children; Child Restraint Systems*

A. Carrier encourages all adults traveling with children under the age of 2 to secure the child in an approved car seat or child restraint system in the child's own, purchased seat. A paying adult passenger may carry, free of charge, on his or her lap, one child over 3 days and under 2 years of age. For Passengers departing from international destinations with lap infants, Carrier will collect APHIS (Department of Agriculture) and INS (Customs and Border Protection) taxes at the airport for the lap infant. Carrier reserves the right to request proof of age (e.g. passport, birth certificate or immunization record) before accepting infant for travel as a lap child. Infants between 3 and 14 days old must have written approval from their attending physician to travel. Carrier does not reserve a seat for such children unless a separate reservation is purchased at the regular, applicable fare.

B. If space is available after boarding, or if a separate reservation has been made for the child over 3 days and under 2 years of age, the child may travel in a separate seat, provided that the child must be securely placed in an FAA-approved child restraint system that conforms to the following guidelines:

(1) Car seats manufactured on or after February 26, 1985 must bear two labels, (1) "THIS RESTRAINT IS CERTIFIED FOR USE IN MOTOR VEHICLES AND AIRCRAFT", in red lettering; (2) "THIS CHILD RESTRAINT SYSTEM CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS." (This second statement need not be in red lettering.)

(2) Car seats manufactured between 1981 and 1985 must state "This child restraint system conforms to all applicable federal motor vehicle safety standards."

(3) FAA approved CARES Child Restraint System must state "FAA approved in accordance with 14 CFR 21.305(d) approved for aircraft use only.

(4) Booster type seats, vest and harness type child restraint systems, lap held child restraints or seats manufactured before 1981 are not acceptable for use.

(5) Child restraint systems may not be used in an emergency exit row or aisle seat,

(6) It is the responsibility of the child's parent or accompanying adult to ensure that the restraint device functions correctly, that the child is adequately secured by the device, that the child's weight does not exceed applicable limitations and that the device has been properly secured to the aircraft seat.

(7) Children may not be placed in booster seats, restraint vests, restraint harnesses and other devices not meeting the FAA requirements set forth above.

9. *Inspection of Passengers and Baggage*

Baggage tendered for transportation either as checked baggage or as carry-on baggage is subject to inspection for security reasons. Passengers and their baggage are subject to inspection with an electronic detector with or without the Passenger's consent or knowledge.

10. *Carry-on Baggage*

A. All carry-on baggage must be stowed in an overhead bin or placed completely under the passenger seat directly in front of the Passenger. Carry-on baggage is the sole responsibility of the Passenger. Claims for lost, forgotten, or stolen carry on baggage will not be accepted by the Carrier.

B. Passengers are restricted to one (1) carry-on item that must be placed in the overhead bin. For travel on the Embraer E-190 aircraft, the carry-on item must not exceed external dimensions of twenty-four inches by sixteen inches by ten inches (24" x 16" x 10"). For travel on the Airbus A320 aircraft, the carry-on item must not exceed external dimensions of twenty-six inches by eighteen inches by twelve inches (26" x 18" x 12"). In addition to the one (1) carry-on item, Passenger may carry a small personal item such as a purse, briefcase, laptop computer case, small backpack, or a small camera. The personal item may not exceed external dimensions of eight inches by fifteen inches by eight inches (8" x 15" x 8"). On any given flight, Carrier reserves the right to further restrict the number of carry-on items as circumstances may require.

C. Mobility and other assistive devices upon which a Qualified Disabled Individual is dependent may be carried in addition to the cabin baggage allowance.

D. Pets

(1) No animals are allowed to be transported on Carrier as checked baggage; however, Carrier will permit small dogs and cats to be transported by passengers in-cabin (No other animals are allowed.) Passengers are responsible for complying with any applicable laws and/or governmental regulations of the destination to and from which the animal is being transported, including furnishing valid health and rabies vaccination certificates when required. The charge to the Passenger for transporting a pet in-cabin is $50 per pet, each way. A Passenger may not transport more than one pet per flight. Payment must be made at the time the Passenger makes his or her reservation. Passengers transporting pets in-cabin are not able to make payment for such pets over the internet.

(2) All in-cabin pets must be transported in an approved kennel, with only one pet per kennel.

(3) In certain cases, search and rescue dogs may be permitted to travel on Carrier. A fee may apply.

(4) A maximum of four pets may travel in-cabin on any flight.

E. Service Animals

(1) Carrier will accept one service animal and/or emotional support animal per ticketed Passenger for use by persons with a disability to accompany the persons on a flight at no charge. Certain unusual emotional support animals (i.e. snakes, other reptiles, ferrets, rodents and spiders) pose unavoidable safety and/or public health concerns and will not be allowed to fly with us. The release of such an animal in the aircraft cabin could result in a direct threat to the health or safety of customers and crewmembers.

(2) Carrier will accept as evidence that an animal is a service animal with the presentation of identification cards, other written documentation, presence of harnesses or markings on harnesses, tags, or the reasonably credible verbal assurances of the qualified individual with a disability using the animal.

(3) Carrier will accept as evidence that an animal is an emotional support animal with the presentation of current documentation which is not more than one year old and is presented on the

letterhead of a qualified mental health professional which states (a) that the Passenger has a mental-health related disability; (b) that having the animal accompany the Passenger is necessary to the Passenger's mental health or treatment or to assist the Passenger (with his or her disability); and (c) that the individual providing the assessment of the Passenger is a licensed mental health professional and the Passenger is under his or her professional care.

(4) Carrier will permit a service animal or emotional support animal to accompany a qualified individual with a disability in any seat in which the person sits unless the animal obstructs an aisle or other area that must remain unobstructed in order to facilitate an emergency evacuation. Service animals and emotional support animals may not occupy a seat.

(5) A trained service animal being delivered to the owner's domicile by a trainer will be permitted to travel at no charge.

(6) Animals in training will not be transported.

F. Musical instruments (such as basses, cellos and guitars) of a size that prevents the instrument from being handled as normal carry-on baggage, and electronic equipment of a size that prevents it from being handled as normal carry-on baggage will be accepted subject to the following:

(1) The instrument or equipment must be contained in a case;

(2) The charge applicable to transportation of this instrument or equipment and its case shall be no greater than the fare for each seat used;

(3) Reservations for the seat or seats occupied by the instrument will be accepted when the Passenger's reservation is made.

G. Carrier will refuse baggage articles or items that, for whatever reason, might create a risk of harm to the aircraft, its crew or its passengers.

11. Checked Baggage

Subject to the restrictions set forth hereafter, Carrier will check the baggage of a fare-paying Passenger for the flight on which the Passenger is traveling. Passenger may not check baggage for transport on any flight other than the flight on which the Passenger is traveling. Carrier will not check baggage to a destination beyond the final destination on the Passenger's reservation. Acceptance of baggage by Carrier is subject to the following terms and conditions:

(1) Each piece of baggage must have a current identification tag or label on the outside containing the Passenger's name, address and telephone number;

(2) Carrier will refuse to accept property as baggage which, because of its nature or characteristics, might cause damage to other baggage;

(3) Carrier will not accept as baggage any article which cannot be carried in the baggage compartment of the aircraft.

Passengers may check baggage up to 4 hours prior to their scheduled departure provided that the Passengers remain in the airport facility.

12. *Free Baggage Allowance*

Carrier will allow Passengers with confirmed reservations the following free baggage allowance, except for travel to and from international destinations which is governed by Section 34 below:

A. Two (2) pieces of baggage of which the sum of the greatest outside length, plus the greatest outside width, plus the greatest outside height does not exceed 62 inches for any individual piece. Larger items are subject to the excess baggage charges described below. Regardless of size, items in excess of 50 pounds are subject to the excess baggage charges described below except for travel to and from international destinations which is governed by Section 34 below.

B. One infant stroller and one infant car seat will be checked in addition to the free baggage allowance at no charge for each passenger.

C. Mobility and assistive devices which cannot be carried in the cabin due to space limitations will be checked and carried in addition to free baggage allowance, without charge, provided the Passenger is dependant upon such items.

13. *Excess Baggage Charge*

A. Baggage in excess of the free allowance described above is subject to a charge of $50 per piece, except for travel to and from international destinations which is governed by Section 34 below. Baggage in excess of 62 inches but less than 80 inches (sum of outside length plus outside height plus outside width) will be charged an oversize charge of $50 per piece. Baggage in excess of 80 inches will not be accepted as checked baggage. Baggage weighing between 51 pounds and 70 pounds will be accepted as checked baggage but will be subject to an excess weight charge of $20 per piece. Baggage weighing between 71 pounds and 99 pounds will be accepted as

checked baggage but will be subject to an excess weight charge of $50 per piece. Baggage weighing 100 pounds or more will not be accepted as checked baggage. An item of baggage that is both oversized and overweight will be subject to a combined fee. (Notwithstanding the foregoing restrictions, military passengers may check one duffel bag, B-4 bag, or sea bag which exceeds the 62 inches in dimensions in lieu of one free bag. In addition, hanging garment bags with outside dimensions up to 90 inches will be accepted as part of the free baggage allowance if the bags are flexible.)

B. Passengers may check the following items of sporting equipment packed in a hard-sided container, with each listed category counting as one bag for purposes of the free baggage allowance: (1) one golf bag containing not more than 14 golf clubs, 12 golf balls and one pair of golf shoes; (2) fishing equipment containing not more than two fishing rods, one reel, one landing net, one pair of fishing boots and one fishing tackle box; (3) one pair of snow skis or one snowboard packed in a suitable container, together with one pair of ski boots; (4) one pair of water skis, one tow rope and one life preserver belt or vest, packed in a suitable container; (5) one sporting gun case holding no more than two rifles, two shotguns, or four pistols, each unloaded, subject to restrictions on firearms set forth in Section 14 below and Section 34 below for travel to and from international destinations; (6) one bowling ball, bag and shoes; or (7) animal antlers or horns packaged in a sealed leak proof shipping container which encases the entire item. Sporting equipment items in excess of the two bag allowance will be subject to standard excess baggage charges. Refer to Section 34 below for regulations relating to travel to and from international destinations.

C. The following articles are excluded from the baggage weight and size limitations set forth above and shall be acceptable for carriage upon the Passenger's compliance with all special packing requirements and payment of applicable fees:

(1) Single seat, non-motorized bicycles will be accepted as baggage if packaged in a bicycle carton. Pedals and handlebars must be removed and stored so as to not create a risk of damage to other baggage. If the bicycle carton exceeds 62 overall dimensional inches, the excess baggage fee for oversized items will be charged in addition to the bicycle fee.

(2) Surfboards, when properly packed to prevent damage to the board and other baggage, will be accepted as checked baggage.

(3) Windsurfing boards, when properly packed to prevent damage to the board, sail, boom, and to other baggage, will be accepted as checked baggage.

D. Refer to Section 34 below for regulations relating to travel to and from international destinations.

14. Firearms

A. Carrier will refuse to accept for transportation any firearms and ammunition other than sporting firearms that are not loaded and that are suitably encased. Rifles and shotguns must be packed in either a crush-proof container specifically designed for the firearm, or in hardsided luggage. Handguns must be packed inside a lockable hard sided gun case or other lockable hardsided luggage. Carrier will not accept for transportation any firearms in cases or luggage that cannot be locked.

B. All firearms require a Firearms Unloaded Declaration Tag to be read and signed by the Passenger. The Passenger is solely responsible for clearing the weapon of any live charges.

C. Passengers may check up to 10 pounds of ammunition as checked baggage only. The ammunition must be packaged in the manufacturer's original container or an equivalent, sturdy container that provides for adequate cartridge separation. Under no circumstances may a Passenger carry ammunition on board an aircraft.

D. Passengers under the age of 18 will not be allowed to check any type of firearm as checked baggage.

E. When checking a weapon, Passengers must declare to a representative of Carrier that a weapon is being checked. (If a security checkpoint is located prior to the check-in counter of Carrier, the Passenger must declare the existence of a weapon to security personnel.)

F. Firearms are not permitted to be carried or checked as baggage for travel to or from international destinations without prior government approval and supporting documents as governed by Section 34 below.

15. Dangerous Goods

Federal law prohibits hazardous materials from being included in either checked or carry-on baggage. Items such as explosives, compressed gases, oxidizers, corrosives, flammable liquids and solids, loaded firearms, radioactive materials and poisons are considered hazardous. Some common examples of prohibited

items include paints, mace/tear gas, lighter fluid, oxygen bottles and fireworks. Other common items that may be carried, in limited quantities, within baggage include hairspray, perfume, and certain medicines that the Passenger must use during flight. Dry ice will be accepted within carry-on or checked baggage if the dry ice is contained in a package that (a) allows the release of carbon dioxide, (b) is plainly marked with the words "dry ice" or "carbon dioxide solid" together with the net weight of the dry ice and the name of the contents being cooled, and (c) the package contains less than 5 pounds of dry ice. Self-heating meals will be accepted within carry-on or checked baggage; however activation and use of self-heating meals will be prohibited onboard the aircraft.

16. Wheelchairs and Wheelchair Batteries

Carrier will accept wheelchairs, whether manually operated or battery operated, as checked baggage on the same flight as the Passenger who uses the device, unless the customer requests stowage within the cabin and no other customer has previously requested such in-cabin stowage(Carrier will only accept one wheelchair in-cabin per flight). Further, Carrier will accept additional wheelchair batteries, crutches, braces or other prosthetic devices on the same flight. Carrier will accept battery-powered wheelchairs with the battery attached if the battery is labeled by the manufacturer as non-spillable. Batteries lacking non-spillable manufacturer labeling and spillable batteries that cannot remain in an upright position must be placed in special shipping boxes. Due to the advance notice requirement that may apply to obtaining these boxes, passengers should advise Carrier at least 48 hours before departure of the need for an appropriate battery box. As described in Section 12C and Section 18 respectively, excess baggage charges and limits on liability for loss or damage to any items described in this paragraph do not apply.

If part of your itinerary involves travel on a Codeshare partner, please see section 35 for differences regarding the carriage of wheelchairs.

17. *Medical Equipment and Supplies*

Carrier will accept personal respirators/ventilators containing non-spillable batteries that meet the requirements of 49 CFR 173.159(d) and other applicable safety regulations. Respirator and ventilator batteries must be plainly and durably marked "non-spillable". Medical oxygen, incubators and stretchers may not be carried onto the aircraft.

18. Baggage - Limitation of Liability

Carrier will accept as checked baggage such personal property as is necessary or appropriate for the wear, use, comfort, or convenience of the Passenger for the purpose of the trip, subject to the following conditions.

A. International Transportation: For international transportation governed by the Warsaw Convention and its amendments, Carrier's liability for loss, damage, or delay of checked baggage is limited to provable damages of 17 Special Drawing Rights per kilogram (approximately $20.00 per kilo) or approximately $9.07 per pound and Carrier's liability for loss, damage, or delay of unchecked baggage is limited to provable damages of 332 Special Drawing Rights per Passenger. For international transportation governed by the Montreal Convention, Carrier's liability for loss, damage, or delay to checked or unchecked baggage is limited to provable damages of 1,000 Special Drawing Rights per Passenger.

B. Domestic Transportation: Carrier's liability for loss of, damage to or delay in the delivery of checked or unchecked baggage or its contents is limited to proven damage or loss. Under no circumstances will Carrier's liability exceed $2,800 per Passenger unless Passenger is traveling with wheelchairs and/or assistive devices or Passenger has purchased excess coverage. Qualified Disabled Individuals traveling with wheelchairs or assistive devices will have no limit on liability for repair or replacement of wheelchairs or assistive devices. To obtain excess coverage, Passenger must declare excess valuation at the time of check-in and pay an additional charge of One Dollar ($1.00) for each One Hundred Dollars ($100.00) or fraction thereof, of excess valuation. Maximum liability is not to exceed $5,000 including the $2,800 standard liability per passenger. Excess coverage is not available on items described in Sections 18E, 19 or 20 below. Passengers must make a reasonable effort to minimize the amount of damage or loss. Actual value for reimbursement of lost or damaged property shall be determined by the documented original purchase price less any applicable depreciation for prior usage or damage.

C. For international and domestic transportation, Carrier will be liable for personal property only for the period in which it is in the custody of Carrier. Carrier will assume no liability or responsibility for property carried onboard an aircraft by a Passenger and retained in the custody of the Passenger.

D. For international and domestic transportation, Carrier's liability for loss, delay or damage to baggage is limited unless a higher value is declared in advance and additional charges are paid. When excess value is declared, baggage will be checked and excess valuation charges collected only to point of stopover or to destination.

E. For domestic travel and international travel governed by the Convention, baggage checked at the gate will be subject to the same restrictions and liability limits as baggage checked at the ticket counter.

F. For international and domestic transportation, Carrier will not accept for carriage and assumes no responsibility or liability for medicines, money, checks, securities, jewelry (including watches), wigs, cameras, video, audio and other electronic equipment (including computers, software or music devices), CDs, DVDs, silverware, optical equipment (including contact lenses), dental and orthodontic devices or equipment, keys, negotiable papers, securities, business documents, samples, items intended for sale, paintings, antiques, artifacts, manuscripts, animal antlers, furs, irreplaceable books, writing instruments, heirlooms, collector's items or publications and similar valuables contained in checked or unchecked baggage. Excess valuation may not be declared on any such items. Passengers are encouraged to carry such valuable items personally. Carrier reserves the right to require the Passenger to sign a limited liability release before accepting any such items for transportation. If any valuable items of the type described in this paragraph are lost, damaged or delayed, Passenger will not be entitled to any reimbursement or compensation from Carrier, whether or not a limited liability release has been signed by Passenger.

G. For international and domestic transportation, Carrier shall not be liable for loss or damage to baggage wheels, pockets, pull handles, zippers, hanger hooks, external locks, pull straps or security straps. In addition, Carrier shall not be liable for loss or damage caused by manufacturer's defect, by overpacked baggage or by normal wear and tear.

H. Under no circumstances shall Carrier be liable to any Passenger for any type of special, incidental or consequential damages related to the damage, loss or delay of checked baggage.

I. If part of your itinerary involves travel on a Codeshare partner, please see section 35 for differences regarding carry-on and checked baggage size limitations.

19. ***Fragile and Perishable Items as Baggage***

For international and domestic transportation, Carrier assumes no liability for fragile or perishable goods. Excess valuation may not be declared on such items. Carrier, in its discretion, may refuse to accept any fragile or perishable goods. If Carrier does accept such goods for transportation, it reserves the right to require the Passenger to sign a limited liability release with respect to such goods. Carrier shall not be responsible for loss, damage or delay of such fragile items whether or not such a limited release has been signed by the Passenger. Fragile items include, without limitation, items such as the following: bicycles,

blueprints, cameras, ceramics, china, crystal, dolls, figurines, flash equipment, flowers, glass or glass containers, lenses, maps, mirrors, models, musical equipment, paintings, perfumes, liquids, bottles, musical instruments, plants, sculptures, trophies, vases and wines. Perishable items include, without limitation, items such as fruits, vegetables, meats, fish, poultry, bakery products and other forms of food, flowers and floral displays and plants. (Such items may also be subject to applicable agriculture rules of the destination jurisdiction.) Dry ice shipments are limited by dangerous goods regulations and are discussed separately in Section 15 above.

20. *Improperly Packaged and Damaged Items; Late Items*

Carrier reserves the right to refuse to transport items that are improperly packaged or that are damaged at the time the item is checked, or that are presented to be checked as baggage less than 30 minutes before scheduled flight departure. Refer to Section 34 below for regulations relating to travel to and from international destinations. As a condition of accepting such items, Carrier may require the Passenger to sign a limited liability release form.

21. *Smoking*

Smoking aboard the aircraft is prohibited in accordance with Federal Law.

22. *Notice of Claims*

A. For domestic transportation, initial notice of any claim for loss, damage, or delay in delivery of baggage must be given at any customer service counter or any office of Carrier within four hours after arrival of the flight on which the loss, damage or delay is alleged to have occurred. Confirming written notice of any baggage related claim, and initial written notice of any other type of claim against Carrier, with appropriate details of the claim, must be given to Carrier not more than twenty-one (21) days after occurrence of the event giving rise to the claim. Failure to give notice within these time limits will not bar the claim if the claimant establishes to the satisfaction of Carrier that he/she was unable to give such notice.

   For domestic transportation, legal action on any claim described above must be brought within one year of Carrier's written denial, in whole or in part, of the claim

B. For international transportation, written notice of claim for loss or damage in delivery of baggage shall be made to the Carrier at the latest within seven (7) days from the date of receipt of checked baggage. In the case of delay, written notice of claim shall be made at

the latest within twenty-one (21) days from the date on which the baggage was returned to the Passenger.

For international transportation, legal action on any claim described above must be brought within two years from arrival of the Passenger at his/her place of destination, or from the date on which the carriage stopped.

23. *Advice to International Passengers on Carrier Liability*

Where a Passenger's journey involves an ultimate destination or stopover in a country other than the country of departure, the Convention may apply to the entire journey, or any portion entirely within the country of origin or destination, and may govern, and in some cases limit, the liability of Carrier for death or personal injury, delay, and for loss or damage to baggage. Under the Montreal Convention, where applicable, and under special contracts to which Carrier is a signatory, Carrier agrees to not limit its liability as to any claim for recoverable compensatory damages for personal injury or wrongful death arising under Article 17 of the Convention. Under special contracts, Carrier agrees to not avail itself of the defenses available under Article 20(1) of the Warsaw Convention with respect to that portion of damages that does not exceed 100,000 SDRs. Except as here provided, Carrier reserves all defenses available under the Convention to such claims and, with respect to third parties, Carrier reserves all rights of recourse against any other person including, without limitation, rights of contribution and indemnity.

24. Refusal to Transport

The following passengers will be refused transportation on Carrier:

A. Passengers whose transportation on Carrier must be denied in order to comply with any government regulation, or to comply with any governmental request for emergency transportation in connection with the national defense.

B. Passengers whose transportation on Carrier is reasonably deemed by Carrier to be inadvisable or inappropriate due to special circumstances or concerns beyond the control of Carrier, including without limitation weather conditions, acts of God, force majeure, strikes, civil commotions, embargoes, and wars or other hostilities, whether actual, threatened or reported.

C. Passengers who refuse to permit a search of his or her person or property for explosives or for concealed, deadly or dangerous weapons or other prohibited articles, or who refuse on request to produce positive identification.

D. Passengers requiring medical oxygen for use on board the aircraft, incubators or hook-ups for a respirator to the aircraft electrical power supply, or persons who must travel on a stretcher.

E. A Qualified Disabled Individual pursuant to 14 CFR Part 382 whose carriage may impair the safety of the flight or violate Federal Aviation Regulations. Carrier may require that a Qualified Disabled Individual be accompanied by an attendant as a condition of being provided air transportation under the following circumstances:

(1) A person who, because of a mental disability, is unable to comprehend or respond accordingly to safety instructions from Carrier personnel, including the safety briefing required by 14 CFR Parts 121.571 (a) (3) and (a) (4);

(2) A person with a mobility impairment so severe that the person is unable to assist in his or her own evacuation of the aircraft;

(3) A person who has both severe hearing and severe vision impairments, if the person cannot establish some means of communication with Carrier personnel adequate to permit transmission of the safety briefing required by 14 CFR Parts 121.571 (a) (3) and (a) (4);

(4) If the Carrier determines that a person meeting the criteria of paragraph E(1), (2) or (3) of this Section must travel with an attendant, contrary to the individual's self-assessment that he or she is capable of traveling independently, Carrier will not charge for the transportation of the attendant while accompanying a Qualified Disabled Individual requiring an attendant at the Carrier's discretion:

(a) If, because there is not a seat available on a flight for an attendant whom Carrier has determined to be necessary, a disabled person with a confirmed reservation is unable to travel on the flight, the disabled person will be eligible for denied boarding compensation under Article 105 (b) of this Contract;

(b) For purposes of determining whether a seat is available for an attendant, the attendant shall be deemed to have checked in at the same time as the disabled person.

F. Comfort and Safety - In the following categories where refusal or removal may be necessary for the comfort or safety of the Passenger(s) or other passengers:

(1) Persons whose conduct is or has been known to be disorderly, abusive, offensive, threatening, intimidating violent, or whose clothing is lewd, obscene, or patently offensive;

(2) Persons who are barefoot and over five years old;

(3) Persons who are unable to sit in the seat in the full upright position with the seat belt fastened;

(4) Persons who appear to be intoxicated or under the influence of drugs;

(5) Persons who are known to have a contagious disease;

(6) Persons who refuse to comply with instructions given by Station Management, Supervisory personnel or Uniformed Flight Crew Members prohibiting the solicitation of items for sale or purchase, including airline tickets, passes or travel award certificates;

(7) Persons who have an offensive odor, except where such condition is the result of a qualified disability;

(8) Persons who wear or have on or about their persons concealed or unconcealed deadly or dangerous weapons; provided, however, that Carrier will carry passengers who meet the qualifications and conditions established in FAR 108.11;

(9) Manacled persons in the custody of law enforcement personnel; persons brought to the airport in manacles; persons who have resisted escorts; or escorted persons who express to Carrier personnel objection to the flight;

(10) Persons who have misrepresented a condition which becomes evident upon arrival at the airport, and the condition is unacceptable for passage;

(11) Pregnant Passengers expecting to deliver within seven days, unless such Passenger provides a doctor's certificate dated no more than 72 hours prior to departure stating that the Doctor has examined and found the Passenger to be physically fit for air travel to and from the destination requested on the date of the flight and that the estimated date of delivery is after the date of the last flight. In the case of Codeshare travel, Codeshare partner may have more restrictive terms.

(12) Passengers between the age of three (3) and fourteen (14) days, unless attending physician approves travel;

(13) Passengers who are unwilling or unable to abide by Carrier's no-smoking rules.

(14) However, Carrier will not refuse to provide transportation to a Qualified Disabled Individual solely because the person's disability results in appearance or involuntary behavior that may offend, annoy or inconvenience crewmembers or other passengers. Carrier will not provide certain extensive inflight

special services including, but not limited to, assistance in actual eating, assistance within the restroom or assistance at the Passenger's seat with elimination functions, or provision of medical services. In the case of Codeshare travel, Codeshare partner may have more restrictive terms due to aircraft operational limitations.

G. The tickets of any Passenger refused passage or removed enroute under the provisions of this Section 24 will be refunded in accordance with Section 26 below. Such a refund shall be the sole recourse of any Passenger refused passage or removed enroute. UNDER NO CIRCUMSTANCES WILL CARRIER BE LIABLE TO ANY PASSENGER OR REFUSED PASSENGER FOR ANY TYPE OF INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

25. Failure to Operate as Scheduled

A. Whenever Carrier cancels or otherwise fails to operate any scheduled flight, Carrier will, at the request of the Passenger either (i) transport the Passenger on another of Carrier's flights on which space is available at no additional charge, or (ii) provide Passenger with a full refund in accordance with Section 26 below. Carrier shall have no other liability or responsibility to any Passenger as a result of a failure to operate any flight.

B. Carrier will endeavor to carry passengers and their baggage with reasonable dispatch, but times shown in schedules or elsewhere are not guaranteed and form no part of this Contract of Carriage. Carrier may, without notice, substitute alternate carriers or aircraft and, if necessary, may alter or omit intermediate stops shown on the reservation. All schedules are subject to change without notice. Carrier is not responsible and assumes no liability for failure to make connections on its own flights or the flights of any other airline. UNDER NO CIRCUMSTANCES SHALL CARRIER BE LIABLE TO ANY PASSENGER FOR ANY TYPE OF SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

26. Refunds

Because all of Carrier's fares are non-refundable, a Passenger is not entitled to a refund when the Passenger cancels, changes or fails to use his or her reservation. (See Section 4 above for a description of the credit to which a Passenger may be entitled in the event of a change or cancellation by the Passenger.) If Carrier cancels a flight, fails to operate a flight as scheduled, or denies boarding to a Passenger with a valid reservation, the Passenger will be entitled, at his or her option, to either (i) transportation at no extra charge on another of Carrier's flights to the same destination, subject to space availability,

or (ii) a refund of the applicable fare paid by the Passenger. When a portion of the trip has been made, the refund will be made in an amount equal to the applicable one-way fare (less any applicable discount) for the portion of the trip cancelled or not operated as scheduled by Carrier.

27. Denied Boarding Compensation

A. If a Passenger holding a confirmed reservation presents him or herself for carriage at the appropriate time and place, having complied fully with Carrier's requirements as to reservations and check-in, and if the flight for which the Passenger holds confirmed reserved space is oversold and unable to accommodate the Passenger and departs without him or her, the Passenger shall be entitled to the denied boarding compensation described in paragraph B immediately below.

B. If Carrier can arrange "alternate transportation" as defined in paragraph C below, the denied boarding compensation payable to the Passenger shall be the face value of the Passenger's denied reservation to the point of destination or first stopover, if any, subject to a maximum of $200. If Carrier cannot arrange "alternate transportation", the compensation will be double the face amount of the reservation, up to a maximum of $400.

C. For purposes of this Section 27, "alternate transportation" is air transportation (or other transportation accepted and used by the Passenger) which, at the time the arrangement is made, is scheduled to arrive at the Passenger's destination or next scheduled stopover, if any, no later than two hours after the Passenger's originally scheduled arrival time.

D. Acceptance of denied boarding compensation relieves Carrier from any further liability caused by its failure to honor the Passenger's confirmed reservation.

E. Passengers are not entitled to denied boarding compensation if (1) Carrier is able to transport the Passenger on another flight scheduled to arrive at the destination or next stopover no later than one hour after the Passenger's originally scheduled arrival time; (2) the Passenger voluntarily relinquishes his or her confirmed reservation in exchange for compensation offered by Carrier; (3) the Passenger is denied boarding for reasons other than the fact the flight is oversold, including those outlined in Section 24 (c),(f)1-10,12 and 13 above; or (4) the oversold flight is canceled or otherwise fails to operate.

F. In determining which passengers holding confirmed reservations shall be denied boarding involuntarily, Carrier shall deny boarding to such passengers in the order of its boarding priority.

G. Immediately after a denied boarding occurs, Carrier will give a written explanatory statement to passengers who are denied boarding involuntarily.

28. Reservations on Other Carriers

Carrier will only accept reservations made on, or tickets issued by, other carriers, in accordance with federal law when a carrier has ceased operations following bankruptcy.

29. Right to Change Contract

Carrier reserves the right, to the extent not prohibited by federal law, to change, delete, or add to any of the terms of this Contract without prior notice. All changes must be in writing and must be available for public inspection at each of the Carrier's ticket offices.

30. Ground Transportation

Ground transportation is exclusively the responsibility of Passenger.

31. Check Acceptance

Personal checks made payable to Carrier for exact amount of purchase must include imprinted name, mailing address and telephone number. A valid driver's license with picture (or valid passport) as personal identification is required. Carrier reserves the right to require that checks be approved by a third-party check approval system.

A service charge of $15.00 will be assessed to the Passenger on all returned checks. This service charge is in addition to any applicable bank charges assessed against carrier or the Passenger.

32. *Government Laws and Regulations*

All transportation is sold and all carriage is performed subject to compliance with all applicable government laws and regulations, including those of the Federal Aviation Administration and Department of Transportation, Transportation Security Administration, and all applicable Conventions, special contracts, treaties, and tariffs, many of which are not specified herein but are nevertheless binding on Carrier and all Passengers.

Immigration and Customs Regulations: It is the Passenger's responsibility to obtain and have possession of all required travel documents. Carrier assumes no responsibility for compliance by Passengers with immigration and customs laws and regulations of each country from, through, or to which a flight is operated. Carrier shall not be responsible for any information or assistance given a Passenger by any agent in connection with obtaining such necessary documents or complying with such laws and regulations, or any consequence to any Passenger resulting from his or her failure to obtain such documents and comply with such laws and regulations.

33. Puerto Rico Travel

For all travel to and from Puerto Rico, the following rules apply:

A. On all flights between to and from Puerto Rico, satellite TV service will be inoperative on the transoceanic portions of the flight. Carrier is not liable, in contract or otherwise, to the Passenger for any such unavailability of satellite TV.

B. Passengers remain responsible for any and all documentation requirements and proof of citizenship. Carrier shall not be responsible for a Passenger's failure to present or provide documentation required under the applicable laws of the territories to or from which a Passenger travels or through which Passenger may transit.

34. International Travel

For all travel to and from the Dominican Republic, the Bahamas, Bermuda, Aruba and/or Mexico, the following rules apply:

A. Baggage in excess of two pieces per Passenger is not permitted except as provided below.

B. For travel to and from the Dominican Republic, oversize (over 62 inches in overall dimensions) or overweight (over 50 pounds) baggage will not be accepted.

C. For travel to and from Bermuda, oversize (over 62 inches in overall dimensions) baggage will not be permitted. Overweight baggage between 51 and 70 pounds will be subject to a $20.00 fee. Overweight baggage over 70 pounds will not be accepted.

D. With respect to sporting equipment, for flights to and from the Dominican Republic and the Bahamas, animal antlers, animal horns, golf equipment, hockey sticks, skis, snowboards, water skis, bicycles,

surfboards and windsurfing boards will not be accepted. For flights to and from Bermuda, bicycles will not be accepted.

C. For flights to and from the Bahamas, Aruba and/or Mexico excess (more than two pieces), oversize (between 62 and 80 inches in overall dimensions) or overweight (over 50 pounds) baggage will be accepted on an aircraft weight (load factor) basis. If accepted, Passengers will be charged $80.00 for each piece of excess and/or oversize baggage. With regards to overweight baggage, if accepted, Passenger will be charged $20.00 for each piece between 51 and 70 pounds and $80.00 for each piece between 71 and 99 pounds. Baggage weighing 100 pounds or more will not be accepted. If the piece of baggage meets one or more of these criteria, the Passenger will be charged for each applicable fee.

D. No boxes will be permitted as checked baggage.

E. Carrier reserves the right to refuse to transport items that are presented to be checked as baggage less than 60 minutes before scheduled flight departure.

F. Firearms are not permitted to be carried or checked as baggage without prior government approval and supporting documentation.

G. On all flights to and from international destinations, satellite TV service will be inoperative on the transoceanic portions of the flight. Carrier is not liable, in contract or otherwise, to the passenger for any such unavailability of satellite TV.

H. Carrier will not permit transit without visa.

I. Passengers remain responsible for any and all documentation requirements and proof of citizenship. Carrier shall not be responsible for a Passenger's failure to present or provide documentation required under the applicable laws of the territories to or from which a Passenger travels or through which Passenger may transit.

35. Codeshare Flights

JetBlue places its code on certain flights operated by Cape Air. At the time of initial inquiry, you will be notified if your flight is operated by Cape Air. This information will also be contained in your JetBlue Itinerary.

Travel on Cape Air, even when the flight number is designated as "B6" or JetBlue, is governed by Cape Air's Contract of Carriage available at http://www.flycapeair.com/common/index.php?lng=ENG&div=KK&nav=KK&page=K02. Due to the size of Cape Air's aircraft and operational limitations, certain terms and conditions differ from those of JetBlue, including:

a. Baggage acceptance, including, but not limited to, size and weight and acceptance of certain types of sporting equipment (e.g., scuba equipment);
b. Carriage of unaccompanied minors;
c. Carriage of pets in the cabin of the aircraft;
d. Policies and procedures for carriage of assistive devices for qualified individuals with a disability (e.g. wheelchairs);
e. Policies for carriage of pregnant passengers;
f. Policies and procedures for qualified individuals with a disability. For example, customers must be able to climb three stairs to board a Cape Air-operated flight with or without an assistant.

For more information, please see Cape Air's Contract of Carriage at http://www.flycapeair.com/common/index.php?lng=ENG&div=KK&nav=KK&page=K02.

36. Section Headings

The section headings used in this Contract of Carriage are intended for convenience only and in no way define, limit or describe the scope or substance of any of the provisions of this document.

[End of document]

Pages 34 through 61 redacted for the following reasons:
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(b)(4)

Press Releases

JetBlue Announces the JetBlue Customer Bill of Rights

New York-Based Low Fare Airline Expects to Operate a 100 Percent Schedule Today

NEW YORK, Feb. 20, 2007 (PRIME NEWSWIRE) -- JetBlue Airways (Nasdaq:JBLU) today announces a comprehensive customer promise and compensation program called "The JetBlue Customer Bill of Rights."

To view JetBlue's Customer Bill of Rights, click here:http://media.primezone.com/cache/2989/file/3787.pdf

Key provisions of the JetBlue Customer Bill of Rights are below, and have been made retroactive to Feb. 14, 2007:

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--  JetBlue will notify customers of the following:
   -   Delays prior to scheduled departure
   -   Cancellations and their cause
   -   Diversions and their cause

--  JetBlue will take the necessary action to deplane customers if
    an aircraft is ground-delayed for five hours.  JetBlue Captains
    have discretion if the aircraft is positioned and almost ready
    for take-off.

--  If a flight lands and is unable to taxi in to a gate right away,
    the following compensation will be made for customers:

    Delayed 30-60 minutes
    Customers receive a $25 voucher valid toward the purchase of
    their next JetBlue flight

    Delayed 1-2 hours
    Customers receive a $100 voucher

    Delayed 2-3 hours
    Customers receive a voucher for the full amount of their
    one-way fare.

    Delayed more than 4 hours
    Customers receive a voucher for the full amount of their
    round trip.
    Note: JetBlue fares are all one-way; round trip purchase is
    never required.

--  If a flight has a ground delay on departure, the following
    compensation applies:

    Delayed 3-4 hours
    Customers receive a $100 voucher

    Delayed more than 4 hours
    Customers receive a voucher in the full amount of the
    customer's original round trip.

--  If a flight is cancelled within 12 hours of scheduled
    departure, and it is a situation within the control of the
    company (as opposed to weather or ATC delays), customers may
    choose a full refund or a full credit, as well as a voucher
    valued at the cost of their original round-trip.

--  If JetBlue delays a flight in a situation within the company's
    control, customers can expect the following compensation:

    Delayed 1-2 hours
    Customers receive $25 voucher

    Delayed 2-4 hours
    Customers receive $50 voucher
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Delayed 4-6 hours
Customers receive a voucher valid for the full amount of their
one-way fare.
Note: JetBlue fares are all one-way; round trip purchase is
never required.

Delayed more than 6 hours
Customers will receive a voucher for the full amount of their
round trip.
```

"This was a big wake-up call for JetBlue," said JetBlue Founder and CEO David Neeleman. "If there's a silver lining, it is the fact that our airline is going to be stronger and even better prepared to serve our customers. In addition, I want to publicly apologize to JetBlue's crewmembers -- the best in the industry -- and I promise to get the right resources, tools and support for them going forward, so that they in turn can deliver the JetBlue Experience you have come to expect from us."

In addition to the key provisions of the JetBlue Customer Bill of Rights listed above, the airline will form a customer advisory council, who will be consulted with regarding ongoing improvement programs.

JetBlue is taking immediate actions to address inefficiencies in its response plans. Actions already taken include new communication strategies with inflight and pilot crewmembers in the event of a system disruption, so that the airline can reset the operation faster, after the external disruption event ends.

Other areas under immediate review include:

```
 --  Cross-training non-operational crewmembers and assigning
     secondary responsibilities to support the operation in the
     event of a significant disruption
 --  Improving functionality on jetblue.com to support customer needs
     and allow JetBlue reservations and central baggage to maintain
     low on-hold time for customers
 --  Improving communications at the airport, so information on
     available aircraft, flight crews and ground conditions is
     uniformly shared and decisions based on the most reliable data
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Please visit www.jetblue.com/promise for more information and updates.

The airline will host a tele-conference with news media that will be simultaneously webcast. Please listen via: http://w.on24.com/r.htm?e=38599&s=1&k=F78D8AE980D12A007E8ECE1955AF477D

JetBlue Airways is focused on creating a new airline category -- an airline that offers value, service and style. Based in New York City, and now in its seventh year, the low-cost carrier currently serves 50 destinations with more than 500 flights daily. JetBlue has the most legroom in coach(a). In addition to its signature seatback television service from DIRECTV(r)(b), JetBlue also offers a selection of first-run movies and bonus features from FOX InFlight(tm) on flights longer than two hours. The low-fare, high-value airline offers customers generous brand name snacks and beverages, including freshly brewed Dunkin' Donuts(r) coffee, and delicious wines selected by the airline's Low Fare Sommelier, Josh Wesson from Best Cellars(r). With JetBlue, all seats are assigned, all travel is ticketless, all fares are one-way, and an overnight stay is never required. For information or reservations call 1-800-JETBLUE (1-800-538-2583) or visit www.jetblue.com.

(a) JetBlue has the most legroom in coach, based on average fleet-wide seat pitch for U.S. airlines.

(b) DIRECTV(r) service is not available on flights outside the continental United States; however, where applicable FOX InFlight(tm) is offered complimentary on these routes. FOX InFlight(tm) is a trademark of Twentieth Century Fox Film Corporation. JetBlue's in-flight entertainment is powered by LiveTV, a wholly owned subsidiary of JetBlue.

The JetBlue logo is available at http://www.primenewswire.com/newsroom/prs/?pkgid=795

This press release contains statements of a forward-looking nature which represent our management's beliefs and assumptions concerning future events. Forward-looking statements involve risks, uncertainties and assumptions, and are based on information currently available to us. Actual results may differ materially from those expressed in the forward-looking statements due to many factors, including, without limitation, our extremely competitive industry; increases in fuel prices, maintenance costs and interest rates; our ability to implement our growth strategy, including the integration of the EMBRAER 190 aircraft into our operations; our significant fixed obligations; our ability to attract and retain qualified personnel and maintain our culture as we grow; our reliance on high daily aircraft utilization; our dependence on the New York metropolitan market; our reliance on automated systems and technology; our being subject to potential unionization; our reliance on a limited number of suppliers; changes in or additional government regulation; changes in our industry due to other airlines' financial condition; and external geopolitical events and conditions. Further information concerning these and other factors is contained in the Company's Securities and Exchange Commission filings, including but not limited to, the Company's 2005 Annual Report on Form 10-K and Quarterly Reports on Form 10-Q. We undertake no obligation to update any forward-looking statements to reflect events or circumstances

that may arise after the date of this release.

CONTACT: JetBlue
cations
(b)(6)
CorporateCommunications@jetblue.com
www.jetblue.com

jetBlue AIRWAYS®

2006

jetblue.com

Dear Fellow Shareholders,

We faced great challenges in 2006, but consistent with the JetBlue spirit, we quickly identified and implemented solutions while staying true to our core values and original mission of bringing humanity back to air travel.

Against the backdrop of a difficult industry environment, we began 2006 by reporting our second consecutive quarterly loss in the first quarter. With record high fuel prices no longer an anomaly and a competitive landscape that continued to be occupied by competitors able to reduce costs under bankruptcy protection, we realized that we needed to make permanent adjustments to our business plan. We developed a comprehensive plan we called "Return to Profitability" that included improved capacity management, revenue optimization, cost reductions and our continued focus on delivering *The JetBlue Experience* on every flight. Due to the hard work and dedication of our 11,000 crewmembers, this plan produced immediate and, we believe, sustainable results, positioning JetBlue to essentially break even for the year – a positive swing in our pre-tax income of more than $55 million in the final nine months of the year. Our Return to Profitability plan renewed our long-term focus on low cost carrier spending habits while right-sizing a sustainable growth rate.

The JetBlue Experience

It is the dedication and spirit of our crewmembers, living our core values of Safety, Caring, Integrity, Fun and Passion, that distinguishes us and strengthens our brand. Our crewmembers are the reason that *Condé Nast*, for the fifth year in a row, named JetBlue best domestic airline in 2006. We also continue to find innovative ways to enhance our product. For example, we modified our Airbus A320 interiors by removing one row of seats and increasing the legroom onboard to at least 36 inches in rows 1-11 and at least 34 inches in rows 12-25. JetBlue now has the most coach legroom, based on average fleet-wide seat pitch for U.S. airlines. We believe our cabin experience, which includes satellite television and radio installed by our LiveTV subsidiary, to be "best in coach class" across the industry.

We deliver what we believe is superior customer service, resulting in high customer loyalty. When we fail to meet our customers' expectations, especially through potentially avoidable service lapses, a meaningful response to our customers becomes critical. On February 14, 2007, an ice storm settled over New York. Our intention was to fly our customers to their Presidents' Day Weekend destinations, and we relied on weather forecasts that predicted the poor weather conditions would improve throughout the day. Unfortunately, that did not occur and, as a result, many customers and crewmembers were negatively impacted. In response to these service disruptions, we implemented several improvements to our operational approach and introduced the JetBlue Customer Bill of Rights. We believe our Customer Bill of Rights provides meaningful and relevant compensation for customers who experience avoidable inconveniences. As important, this Bill of Rights publicly commits us to perform to high service standards and holds us accountable.

As we grow, we continue to be challenged by our ability to keep our company "feeling small" and "scaling our culture." Our goal is to recruit and retain the best people in the industry as our success, in great part, depends on crewmembers who enjoy working at JetBlue and who are proud of the job they do. Listening to our crewmembers and working together will help us build and maintain a secure future. At JetBlue, we truly believe that our competitive advantage is our culture and we will continue to do all that is possible to protect, preserve and further improve our culture across our airline.

Capacity Management

As part of a strategy of better matching capacity with demand, we have slowed our growth by deferring aircraft deliveries from manufacturers and selling aircraft, including five of our older Airbus A320 aircraft. We believe this revised fleet approach allows us to better plan for our long-term growth, while maintaining the flexibility to increase capacity as economic conditions warrant.

Even with these sales and delivery adjustments, we increased capacity nearly 21% in 2006 and launched new service to 16 destinations including Cancun, Mexico, Austin, TX, Raleigh-Durham, NC, and Hamilton, Bermuda. New service to Jacksonville, FL and Sarasota Bradenton, FL solidified our leadership position in the United States' most traveled corridor between New York and Florida. In addition, we continued to "connect the dots" with new service between existing city pairs.

We also reduced long-haul flying in the non-peak season and shifted more of our overall flying to medium and short-haul markets. The EMBRAER 190 aircraft, configured with 100 seats, allowed us to penetrate the short- and medium-haul business markets close to our home base of operations in New York's John F. Kennedy International Airport. Our network expansion – despite a difficult industry environment – was possible because we have the right people and a high-quality product.

With regard to our home at JFK Airport in New York, our new Terminal 5 project continues to track very well. This project, which includes 26 gates, new roadways, a parking structure, and a connector to the AirTrain, will allow us to continue to increase our presence at JFK, the largest airport serving New York. The terminal, made possible by our business partners at the Port Authority of New York and New Jersey, is anticipated to open in late 2008. As JFK's largest carrier, we eagerly await the opening of our new terminal to facilitate additional growth.

Revenue Optimization

Our customers love to fly JetBlue and historically we have had industry-leading load factors. In 2005, our load factor was 85.2% and our yield per passenger mile was 8.02 cents. During 2006, we made several positive changes to our revenue management processes as well as a strategic decision to price our product to achieve a higher yield, at the expense of load factor. By year end, our load factor was 81.6% and our yield per passenger mile climbed to 9.53 cents – nearly a 19% increase year-over-year. We are very pleased that our revenue management strategies resulted in higher passenger yields despite additional capacity in many of our markets.

We have continued to focus on making our product easy for our customers to purchase, while minimizing distribution costs. In 2006, we had industry-leading online distribution with nearly 80% of our total ticket sales booked on our website *www.jetblue.com*. In addition, we re-entered the global distribution systems, which is important as we broaden our network to more business markets. We also continued to enhance our CompanyBlue product for business travel and our Getaways travel package business. We now have 4.7 million members of our TrueBlue loyalty program.

Cost Reductions

Our Return to Profitability plan helped us refocus on low-cost carrier spending habits. For example, we implemented several initiatives to conserve fuel and improve fuel efficiency, including increased use of single-engine taxi and ground power. We also made a concerted effort to increase productivity. Our crewmembers met the challenge of working smarter and we ended the year with 78 full-time equivalent employees, or FTEs, per aircraft. This significantly exceeded our initial year-end 2007 target of 80 FTEs per aircraft. Additionally, through the hard work of our crewmembers, we reduced our stage length adjusted operating cost per available seat mile (excluding fuel) 1.4 percent year-over-year as we continued to drive efficiency across our airline.

A Look Ahead

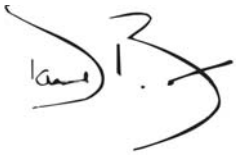
In 2007, we institutionalized the spirit of our Return to Profitability plan into our annual operating plan. In doing so, we implemented an ongoing commitment to low-cost carrier spending habits, a moderated growth plan, and revenue optimization, all while maintaining our strong and vibrant service-oriented culture and delivering *The JetBlue Experience* to 23 million customers this year.

We have more work to do, but we are pleased with the direction in which we are headed. Going forward, we commit to you that JetBlue will continue its focus on financial discipline, operational reliability and customer and crewmember satisfaction. The actions we take today determine our future. The hard work and dedication of our crewmembers will keep JetBlue a different kind of airline. We believe we have the best crewmembers, service and product in the skies and we are excited about the future. We also believe we have the right plan in place to continue to grow profitably, improve our operational and financial health and further strengthen our competitive position.

On behalf of our 11,000 dedicated crewmembers, we thank you for your continued support.

Most Sincerely,

David Neeleman
Chairman and Chief Executive Officer



Dave Barger
President

ITEM 1. BUSINESS

Overview

JetBlue Airways Corporation, or JetBlue, is a low-cost passenger airline that provides high quality customer service at low fares primarily on point-to-point routes. As of February 14, 2007, we operated a total of 502 daily flights. We focus on serving markets that have had high average fares. We currently serve 50 destinations in 21 states, Puerto Rico, Mexico and the Caribbean, with 98% of our flights having as an origin or destination one of our four focus cities: New York, Los Angeles (Long Beach/Burbank), Boston or Washington, D.C. For the year ended December 31, 2006, JetBlue was the 8th largest passenger carrier in the United States based on revenue passenger miles.

We had a net loss of $1 million and $20 million for the years ended December 31, 2006 and 2005, respectively. We generated operating margins of 5.4% in 2006 and 2.8% in 2005, which were the third and second highest operating margins, respectfully, among all traditional network and low-cost major U.S. airlines. Although this was our second consecutive year of losses, which resulted primarily from continued record high fuel prices, during 2006 we introduced initiatives to reduce fuel consumption through more fuel efficient operating practices, renewed our focus on low-cost carrier spending habits and implemented more efficient staffing in all aspects of our business. We also modified our revenue management practices to price our inventory to achieve a higher yield while relinquishing some of our load factor (the percentage of aircraft seating capacity actually utilized). As a result, our load factor decreased 3.6 points to 81.6% during 2006, which was still higher than all but two of the major U.S. airlines, whose weighted average load factor was 79.2%. In 2006, we attained the highest completion factor and fewest incidents of delayed, mishandled or lost bags among all major U.S. airlines. We are committed to operating our scheduled flights whenever possible; however, this commitment to customer service, along with operating at three of the most congested and delay-prone domestic airports, contributed to a 72.9% on-time performance in 2006, which was lower than all but one major U.S. airline.

As a result of our low costs, we are able to offer low fares designed to stimulate demand in our markets, which we have demonstrated through our ability to increase passenger traffic in the markets we serve. The efficient scheduling and operation of our aircraft and low distribution costs contribute to our low operating costs. We have a flexible workforce that strives to offer high quality customer service, while at the same time operating efficiently. We offer our customers a high quality product, including new aircraft, roomy leather seats, reliable operating performance, 36 channels of free LiveTV (a satellite TV service with programming provided by DIRECTV®), movie selections from FOX InFlight at every seat and 100 channels of free XM Satellite Radio. We are scheduled to add 80 new Airbus A320 aircraft and 78 EMBRAER 190 aircraft to our current operating fleet of 98 Airbus A320 and 23 EMBRAER 190 aircraft by the end of 2014.

JetBlue was incorporated in Delaware in August 1998 and commenced service in February 2000. Our principal executive offices are located at 118-29 Queens Boulevard, Forest Hills, New York 11375 and our telephone number is (718) 286-7900. Our filings with the Securities and Exchange Commission, or the SEC, are accessible free of charge at our website *http://investor.jetblue.com*. Information contained on our website is not incorporated by reference in this report. As used in this Form 10-K, the terms “JetBlue”, “we”, “us”, “our” and similar terms refer to JetBlue Airways Corporation and its subsidiaries, unless the context indicates otherwise.

Our Strategy

Our goal is to establish JetBlue as a high quality, low-fare, low-cost passenger airline. We intend to maintain a growth plan that takes advantage of our competitive strengths. The key elements of our strategy are:

Stimulate Demand with Low Fares. Our low fares are designed to stimulate demand, particularly from fare-conscious leisure and business travelers who might otherwise have used alternative forms of transportation or would not have traveled at all. We are using our new 100-seat EMBRAER 190 aircraft, for which we were the launch customer in 2005, to stimulate demand in many mid-sized markets and to further increase the frequency of flights on our existing routes.

In considering new markets, we focus on those that have high average fares. In this process, we analyze publicly available data from the U.S. Department of Transportation, or DOT, showing the historical number of passengers, capacity and average fares over time. Using this data, combined with our knowledge and experience about how comparable markets have reacted in the past when prices were increased or decreased, we forecast the level of demand in a particular market expected to result from the introduction of our service and lower prices, as well as the anticipated response of existing airlines in that market.

Commitment to Low Costs. Our low costs have allowed us to offer fares low enough to stimulate new demand and to attract customers away from higher-priced competitors. We expect to continue to aggressively control costs and maintain our focus on low-cost carrier spending habits.

Offer High Quality Service and Product. We believe that a key element of our current and long-term success is that, in addition to offering low fares, we offer customers a better alternative for air travel. Onboard JetBlue, customers enjoy a distinctive flying experience, which we refer to as the "JetBlue Experience", that includes friendly, customer service-oriented employees, new aircraft, roomy leather seats with 36 channels of free LiveTV, 100 channels of free XM satellite radio and movie channel offerings from FOX InFlight. Our onboard offerings include generous brand name snacks, premium beverages and specially designed products for our overnight flights. Based on customer feedback, we believe that the JetBlue Experience is an important reason why our customers choose us over other airlines.

We strive to communicate openly and honestly with customers about delays, especially when weather or mechanical problems disrupt service. We do not cancel flights, unless absolutely necessary, in order to fulfill our commitment of getting customers to their destination even if it means getting them there late. In 2006, we completed 99.6% of our scheduled flights, the highest percentage of any major airline. Unlike most other airlines, we have a policy of not overbooking our flights.

All of our aircraft are equipped with leather seats in a comfortable single class layout. The Airbus A320 aircraft has a wider cabin than both the Boeing 737 and 757, two comparable types of aircraft operated by many of our competitors. The EMBRAER 190 aircraft has 100 seats that are wider than those currently in use in our Airbus A320 aircraft, arranged in a two-by-two seating configuration with either 32 or 33 inches between rows of seats. We continually search for ways to improve our product. In an effort to increase customer comfort, in January 2007, we began to remove one row of seats from our Airbus A320 aircraft, which will reduce the total number of seats to 150 from 156. The reconfigured cabin will have at least 36 inches between rows 1-11 and at least 34 inches between rows 12-25, providing the most legroom in coach of all U.S. airlines. We are also upgrading the LiveTV entertainment on our Airbus A320 aircraft to include larger 6.8-inch television screens and adding 100 channels of XM Satellite Radio.

Grow Our Presence in New York City and Expand Our Network. Since our inception, we have focused our primary operations in New York City, the nation's largest travel market. We are the largest airline at New York's John F. Kennedy International Airport, or JFK, as measured by passengers and, by the end of 2006, our domestic operations at JFK were almost equal to those of all the other airlines combined. We believe that by building our operations in the nation's largest travel market, more market opportunities will become available to us than if we focused our operations elsewhere. Although an increase in connecting traffic is a byproduct of our growing flight

concentration at JFK and at our other focus cities, 87% of our passengers and 91% of our passenger revenue in 2006 resulted from point-to-point travel. We also intend to grow our network by increasing the number of flights in select markets we currently serve by adding new routes between cities already in our system and extending service to new markets.

Operate new and efficient aircraft. We maintain a fleet consisting of only two types of aircraft, the Airbus A320 and the EMBRAER 190, which, with an average age of only 2.6 years, is the newest fleet of any major U.S. airline. We believe that operating a newer fleet, which employs the latest technologies, results in our aircraft being more efficient and dependable than older aircraft. We have the best dispatch reliability of all U.S major Airbus A320 aircraft operators.

Our Competitive Strengths

Low Operating Costs. For the year ended December 31, 2006, our cost per available seat mile, excluding fuel, of 5.19 cents was lower than all of the other major U.S. airlines. Some of the factors that contribute to our low unit costs are:

- *High aircraft utilization.* By scheduling and operating our aircraft efficiently, we are able to spread our fixed costs over a greater number of flights and available seat miles. For the year ended December 31, 2006, our aircraft operated an average 12.7 hours per day, which we believe was higher than that of any other major U.S. airline. We operate a number of "red eye" flights, which enable a portion of our fleet to remain productive through the night. Our efficient airport operations allow us to schedule our aircraft with minimum ground time.
- *Low distribution costs.* Our distribution costs are low for several reasons. We utilize only electronic tickets, which saves paper, postage, employee time and back-office processing expense. For the year ended December 31, 2006, 79% of our sales were booked on *www.jetblue.com*, our least expensive form of distribution, while 19% were booked through our agents.
- *Productive workforce.* Our employee efficiency results from fewer unproductive labor work rules, effective use of part-time employees and the use of labor-saving technology. For example, most of our reservation sales agents work from their homes, providing better scheduling flexibility and allowing employees to customize their desired schedules. By the end of February 2007, with the removal of one row of seats from our Airbus A320 aircraft, we will be able to reduce the number of onboard flight attendants from four to three. We are continually looking for ways to make our workforce more efficient through the use of technology without compromising our commitment to customer service.
- *Only two aircraft types.* Operating a limited number of aircraft types leads to increased cost savings as maintenance issues are simplified, spare parts inventory requirements are reduced, scheduling is more simplified and training costs are lower. We also believe our newer aircraft are more fuel efficient than older aircraft operated by many other airlines.

Strong Brand. We believe that we have created a widely recognized brand that distinguishes us from our competitors and identifies us as a safe, reliable, low-fare airline focused on customer service and providing a high quality travel experience. Similarly, we believe that customer awareness of our brand has contributed to our ability to leverage our brand preference in marketing efforts and positions us to be a preferred marketing partner with companies across many different industries. In 2006, we were voted the best domestic airline in the Conde Nast Traveler's Readers' Choice Awards for the fifth consecutive year and were rated the "World's Best Domestic Airline" by readers of *Travel + Leisure Magazine.* In 2006, we also earned the "Passenger Service Award" from *Air Transport World*.

Strength of Our People. We believe that we have developed a strong and vibrant service-oriented company culture built around our five key values: safety, caring, integrity, fun and passion. Our success depends on our ability to continue hiring and retaining people who are friendly, helpful, team-oriented and committed to delivering the JetBlue Experience to our customers. Our culture is reinforced through an extensive orientation program for our new employees that emphasizes the importance of

customer service, productivity and cost control. We also provide extensive training for our employees, including a leadership program and other training that emphasizes the importance of safety.

Our leadership team has extensive and diverse airline industry experience. During 2006, we made changes to our leadership team that we believe have positioned us to increase revenues while reducing costs and enhancing the JetBlue Experience for our customers. Our leadership team strives to communicate on a regular basis with all JetBlue employees, keeping them informed about JetBlue events and soliciting feedback for ways to improve our service, teamwork and employees' work environment.

Well-Positioned in New York Metropolitan Area, the Nation's Largest Travel Market. Our primary base of operations is JFK, which provides us access to a market of over 21 million potential customers in the New York metropolitan area and approximately seven million potential customers within 15 miles of the airport. JFK is the largest airport in the New York metropolitan area, based on passengers served, and is the only airport in the New York metropolitan area with the real estate to provide for significant expansion potential. JFK's infrastructure includes four runways, large facilities and a direct light-rail connection to the New York City subway system and Long Island Rail Road. Because of JFK's capacity to support future growth, in November 2005, we entered into a 30-year lease for the construction and operation of a new terminal at JFK, which, when completed in late 2008, will enable us to significantly increase the number of flights we offer.

In addition, our location at JFK has allowed us to provide reliable service to our customers. Historically, JFK generally only experienced congestion from the late afternoon to the early evening when international traffic and the domestic traffic that feeds it were at their peak. Accordingly, we schedule approximately two-thirds of our JFK flights outside of this traditionally congested period. However, as a result of an increase in total departures and various construction activities, JFK has become increasingly busy throughout the entire day. We are working actively with the Port Authority of New York and New Jersey, or PANYNJ, and the Federal Aviation Administration, or FAA, on solutions to ease this congestion.

We also serve Newark's Liberty International Airport and New York's LaGuardia Airport and, in December 2006, we expanded our New York operations with the addition of service from Newburgh's Stewart International Airport. In March 2007, we plan to commence service from Westchester County Airport in White Plains, New York.

Our Industry

The passenger airline industry in the United States has traditionally been dominated by the major U.S. airlines, the largest of which are American Airlines, Continental Airlines, Delta Air Lines, Northwest Airlines, Southwest Airlines, United Air Lines and US Airways. The DOT defines the major U.S. airlines as those airlines with annual revenues of over $1 billion. Currently, there are 16 major passenger airlines. These airlines offer scheduled flights to most large cities within the United States and abroad and also serve numerous smaller cities. The seven largest major U.S. airlines, other than Southwest, have adopted the traditional "hub and spoke" network route system, or traditional network. This type of system concentrates most of an airline's operations at a limited number of hub cities, serving the majority of other destinations in the system by providing one-stop or connecting service through the hub.

Regional airlines, such as SkyWest Airlines and Mesa Airlines, typically operate smaller aircraft on lower-volume routes than do traditional network airlines. In contrast to low-cost airlines, regional airlines generally do not try to establish an independent route system. Rather, regional airlines typically enter into relationships with one or more traditional network airlines under which the regional airline agrees to use its smaller aircraft to carry passengers booked and ticketed by the traditional network airline between their hubs and a smaller outlying city. There are currently five regional major U.S. airlines.

Low-cost airlines largely developed in the wake of deregulation of the U.S. airline industry in 1978, which permitted competition on many routes for the first time. Southwest Airlines pioneered the low-cost model, which enabled them to offer fares that were significantly lower than those charged by traditional network airlines. Including JetBlue, there are currently four low-cost major U.S. airlines.

Following the September 11, 2001 terrorist attacks, low-cost airlines were able to fill a significant capacity void left by traditional network airline capacity reductions. Lower fares and increased low-cost airline capacity created an unprofitable operating environment for the traditional network airlines. Since 2001, the majority of traditional network airlines have undergone significant financial restructuring, including bankruptcies, mergers and consolidations. These restructurings have allowed them to reduce labor costs, restructure debt, terminate pension plans and generally reduce their cost structure, increase workforce flexibility and provide innovative offerings similar to those of the low-cost airlines, while still maintaining their expansive route networks, alliances and frequent flier programs. Although our costs remain lower than those of our largest competitors, the gap between low-cost airlines and traditional network airlines has diminished.

Competition

The airline industry is highly competitive. Airline profits are sensitive to even slight changes in fuel costs, average fare levels and passenger demand. Passenger demand and fare levels historically have been influenced by, among other things, the general state of the economy, international events, industry capacity and pricing actions taken by other airlines. The principal competitive factors in the airline industry are fare pricing, customer service, routes served, flight schedules, types of aircraft, safety record and reputation, code-sharing relationships, capacity, in-flight entertainment systems and frequent flyer programs. In addition, the migration of fare-conscious travelers away from traditional network airlines and their deteriorating market share has forced some of these airlines to undertake broad cost-cutting measures and to reevaluate their basic business models.

Our competitors and potential competitors include traditional network airlines, low-cost airlines, regional airlines and new entrant airlines. Seven of the other major U.S. airlines are generally larger, have greater financial resources and serve more routes than we do. Our competitors also use some of the same advanced technologies that we do, such as ticketless travel, laptop computers in the cockpit and website bookings. Since deregulation of the airline industry in 1978, there has been consolidation in the domestic airline industry. In 2005 and 2006, the U.S. airline industry experienced further consolidation and there were reports of other potential consolidation in the fourth quarter of 2006. Further industry consolidations or restructurings could result in our competitors having a more rationalized route structure and lower operating costs, which could enable them to compete more aggressively.

Price competition occurs through price discounting, fare matching, increased capacity, targeted sale promotions and frequent flyer travel initiatives, all of which are usually matched by other airlines in order to maintain their share of passenger traffic. A relatively small change in pricing or in passenger traffic could have a disproportionate effect on an airline's operating and financial results. Our ability to meet this price competition depends on, among other things, our ability to operate at costs equal to or lower than our competitors. All other factors being equal, we believe customers often prefer JetBlue and the JetBlue Experience.

During 2006, most traditional network airlines increased capacity on their international routes and decreased domestic capacity. During the same period, some of our competitors, notably Delta Air Lines and its discontinued low-fare operation, Song, shifted some of their domestic capacity out of markets where they had competed directly with us. These developments, in conjunction with our shift of capacity from transcontinental flights to short- and medium-haul routes, resulted in our achieving higher yields on our flights. Although we experienced improved yields in 2006, we anticipate the extremely competitive nature of the industry to continue.

Airlines also frequently participate in marketing alliances, which generally provide for code-sharing, frequent flyer program reciprocity, coordinated flight schedules that provide for convenient connections and other joint marketing activities. These alliances also permit an airline to

market flights operated by other alliance airlines as its own. The benefits of broad networks offered to customers could attract more customers to these networks. We do not currently participate in any marketing alliances, interline or offer joint fares with other airlines, nor do we have any commuter feeder relationships, other than our recent announcement to partner with Cape Air, an airline that serves destinations out of Boston and San Juan, Puerto Rico. We plan to pursue other alliances with international airlines to leverage our presence at JFK.

Route Network

Our operations primarily consist of transporting passengers on our aircraft, with domestic U.S. operations, including Puerto Rico, accounting for 97.1% of our capacity in 2006. The distribution of our available seat miles, or capacity, by region is:

	Year Ended December 31,		
Capacity Distribution	**2006**	**2005**	**2004**
East Coast—Western U.S.	51.7%	55.1%	55.1%
Northeast—Florida	31.8	33.5	32.7
Medium—haul	1.3	1.1	1.2
Short—haul	6.6	3.9	4.5
Caribbean, including Puerto Rico	8.6	6.4	6.5
Total	100.0%	100.0%	100.0%

We currently provide service to 50 destinations in 21 states, Puerto Rico, Mexico and the Caribbean. We began service to 17 new destinations since December 31, 2005, as set forth in the following table:

Destination	Service Commenced
Austin, Texas	January 2006
Richmond, Virginia	March 2006
Hamilton, Bermuda	May 2006
Portland, Maine	May 2006
Jacksonville, Florida	June 2006
Pittsburgh, Pennsylvania	June 2006
Charlotte, North Carolina	July 2006
Raleigh-Durham, North Carolina	July 2006
Nashville, Tennessee	August 2006
Houston, Texas	September 2006
Oranjestad, Aruba	September 2006
Sarasota Bradenton, Florida	September 2006
Tucson, Arizona	September 2006
Columbus, Ohio	October 2006
Cancun, Mexico	November 2006
Newburgh, New York	December 2006
Chicago, Illinois	January 2007

In March 2007, we plan to commence service from Westchester County Airport in White Plains, New York to Florida and, in May 2007, we plan to commence service from JFK to San Francisco International Airport. We are JFK's largest airline based on total passengers carried and we are the leading carrier in number of flights flown per day between the New York metropolitan area and Florida.

High Quality Customer Service

We devote a great deal of time and attention to hiring employees who will treat customers in a friendly and respectful manner. The importance of providing caring customer service is emphasized in training. In addition, our policies and procedures are designed to be customer-friendly and include:

- all seats are pre-assigned;
- all travel is ticketless, using electronic tickets;
- our policy is not to overbook flights;
- fares are based on one-way travel;
- no Saturday night stay is required; and
- change fees are only $30 per passenger ($25 if done through our website) compared with the $50 to $100 usually charged by other major U.S. airlines.

Our customer commitment is also demonstrated by our reliable operational performance. For the year ended December 31, 2006, based on our data compared to the other major U.S. airlines:

- because we have a policy of not overbooking our flights, we had virtually no incidences of passenger denied boarding and, therefore, led the industry in this DOT metric;
- our completion factor of 99.6% was the highest as compared to other major U.S. airlines, which had an average completion factor of 98.3%, according to the DOT. We are committed to operating flights whenever possible and not canceling; however, our commitment to customer service, along with operating at three of the most congested and delay-prone airports in the U.S. (Newark, LaGuardia and JFK), has affected our on-time performance, which at 72.9% was lower than all but one major U.S. airline;
- our incidence of delayed, mishandled or lost bags of 4.09 per 1,000 customers was the lowest as compared to other major U.S. airlines, which had an average of 6.86 delayed, mishandled or lost bags per 1,000 customers, according to the DOT; and
- our rate of customer complaints to the DOT per 100,000 passengers of 0.40 was the third lowest as compared to the other major U.S. airlines, which had an average of 0.88 complaints, according to the DOT.

Safety and Security

We are dedicated to ensuring the safety and security of our customers and employees. We have taken numerous measures, voluntarily and as required by regulatory authorities, to increase both the safety and security of our operations.

Our ongoing focus on safety relies on hiring the best people, training them to applicable standards, and providing them with the most advanced tools and equipment. Safety in the workplace targets five areas of our operation: flight operations, maintenance, inflight, dispatch and customer service. We continue to expand our participation in voluntary programs in partnership with the FAA, including Aviation Safety Action Programs and Flight Operational Quality Assurance data gathering. These voluntary programs are the result of FAA-sponsored initiatives to raise safety performance through awareness of safety trends in the workplace. We also equip our entire Airbus A320 fleet with the Emergency Vision Assurance system, or EVAS, which provides our flight crews with the ability to see critical flight instruments should the cockpit fill with smoke. Further, we emphasize both occupational and environmental safety across our network. Since introducing enhanced physical abilities testing for those work groups at greatest risk of ergonomic injuries, we have seen significant year-over-year decreases in lost-work injuries. Additionally, JetBlue has joined with other airlines and the Occupational Safety and Health Administration in voluntary partnerships that are focused on reducing ergonomics injuries and improving airport ramp safety.

The Aviation and Transportation Security Act, or the Aviation Security Act, was enacted in November 2001 and federalized substantially all aspects of civil aviation security and required, among other things, the creation of the Transportation Security Administration, or the TSA, to oversee all aviation security, and the implementation of certain security measures by airlines and airports, such as the requirement that all passenger bags be screened for explosives. Funding for airline and airport security under the law is primarily provided by a $2.50 per enplanement ticket tax, with authority granted to the TSA to impose additional fees on the air carriers if necessary to cover additional federal aviation security costs. Since 2002, the TSA has imposed an Aviation Security Infrastructure Fee on all airlines to assist in the cost of providing aviation security. The fees assessed are based on airlines' actual 2000 security costs. The TSA has announced that this fee structure will remain in place until further notice.

We have voluntarily implemented additional security measures, including the installation of four cabin security cameras on each aircraft with a live video feed to the cockpit crew and a 24-hour security operations desk, which assesses and manages threats, records and monitors suspicious activity within the JetBlue operating system, and serves as a prime communication channel between us and our law enforcement and aviation security business partners. In addition to these voluntary measures, we have complied with all new TSA security requirements.

Marketing and Distribution

Our marketing objectives are to attract new customers to our brand and give our customers reasons to come back to us again and again. Our key value proposition and marketing message is that low fares and quality air travel need not be mutually exclusive. Our low fares, high quality product and outstanding customer service create the overall JetBlue Experience that we believe is unique in the domestic airline industry.

We market our services through advertising and promotions in newspapers, magazines, television, radio, through the internet, outdoor billboards, and through targeted public relations and promotions. We engage in large multi-market programs, as well as many local events and sponsorships and mobile marketing programs. Our targeted public and community relations efforts promote brand awareness and complement our strong word-of-mouth channel.

Our primary distribution strategy is to have our customers purchase their flights direct to ensure they get as pleasant an experience booking their travel as they do in the air. The percentage of our total sales booked on our website averaged 79% for the year ended December 31, 2006. Our second largest distribution channel is our agents who accounted for 19% of our sales. The remaining 2% of our sales in 2006 were booked through global distribution systems, or GDSs. Our re-entry into GDSs in 2006 has supported our growth in the corporate market and bookings through these channels have resulted in higher average fares, offsetting the increased distribution costs. As a result, we now participate in all four major GDSs. In addition, we began participating on a test basis in Travelocity, a major online travel agency. We continue to evaluate opportunities to broaden our distribution channels based on cost and yield. Our distribution mix creates significant cost savings and enables us to continue to build loyalty through increased customer interaction.

We sell vacation packages through JetBlue Getaways, a one-stop, value-priced vacation website designed to meet customers' demand for self-directed packaged travel planning. Getaways packages offer competitive fares for air travel on JetBlue, a selection of JetBlue-recommended hotels and resorts, car rentals and attractions. In January 2007, we introduced JetBlue Cruises, which offers customers the ability to purchase cruises through our website, with or without the purchase of a JetBlue flight.

In November 2006, we began offering the JetBlue Gift Card, which has no expiration date and may be used toward the purchase of air-only travel to any of the destinations JetBlue serves. JetBlue Gift Cards are available for purchase in denominations from $10 to $1,000 online at *www.jetblue.com* and in select retail locations nationwide in $50 or $100 denominations.

Customer Loyalty Program

JetBlue's customer loyalty program, TrueBlue, is an online program designed to reward and recognize our most loyal customers. The program offers incentives to increase travel on JetBlue and provides our customers with additional services. TrueBlue members earn points for each one-way trip flown based on the length of the trip. Points are accumulated in an account for each member and expire after twelve months. A free round trip award to any JetBlue destination is earned after attaining 100 points within a consecutive twelve-month period. Awards are automatically generated and are valid for one year. We now have over four million TrueBlue members, which we expect will continue to grow.

The number of estimated travel awards outstanding at December 31, 2006 was approximately 188,000 awards and includes an estimate for partially earned awards. The number of travel awards used on JetBlue during 2006 was approximately 153,000, which represented 2% of our total revenue passenger miles. Due to the structure of the program and low level of redemptions as a percentage of total travel, the displacement of revenue passengers by passengers using TrueBlue awards has been minimal to date.

We have an agreement with American Express, under which it issues co-branded credit cards allowing cardmembers to earn points in TrueBlue. In September 2006, we expanded our offerings with American Express to include the JetBlue Business Card, which provides small business owners with a 5% discount on JetBlue travel and automatic enrollment in the American Express OPEN Savings® program. In addition, small business owners with any American Express OPEN small business card will receive a 3% discount on JetBlue travel. Every time cardmembers holding either a JetBlue Card or a JetBlue Business Card from American Express earn the equivalent of one TrueBlue point or purchase travel on JetBlue before their points expire, all the points in their TrueBlue account are extended for another 12 months. We also have an agreement with American Express allowing its cardholders to convert their Membership Reward points into JetBlue TrueBlue points. We intend to pursue other marketing partnerships in the future.

Pricing

Our low cost structure allows us to offer simplified, everyday low fares to our customers. We offer a range of fares, including 14-day, 7-day and 3-day advance purchase fares and day-of-flight, or walk-up, fares in each of our markets. Our fares increase as the number of days prior to travel decreases, with our highest walk-up fare generally at approximately three times the amount of our lowest 14-day advance purchase fare. In addition to our regular fare structure, we frequently offer sale fares with shorter advance purchase requirements in most of the markets we serve and match the sale fares offered by other airlines. We are committed to offering our customers lower fares, especially with respect to our walk-up fares, than those of our competitors. We believe the difference between our lowest and highest fare for a given flight is significantly smaller than our competitors.

All of our fares are one-way and never require an overnight stay. Our fares must be purchased at the time of reservation and are non-refundable, but any booking can be changed or cancelled prior to departure for a nominal fee. Based on published fares at our time of entry, our advance purchase fares have been 50% to 60% below those existing in markets prior to our entry, while our walk-up fares have generally been up to 60% to 70% below other major U.S. airlines' unrestricted "full coach" fares.

Revenue Management

Revenue management is a process that helps enable us to maximize passenger revenues by flight, by market and across our entire network. Our revenue management team strives to increase our overall average fare through optimizing our fare mix while continuing to provide our customers with low fares and, in certain markets, by using our network to maximize connecting opportunities.

We determine the number of seats offered at each fare through a continual process of forecasting, optimization and competitive analysis. Generally, in established markets we use past booking history

and seasonal trends to forecast anticipated demand. We combine these historical forecasts with current bookings, upcoming events, competitive pressures and other pertinent factors to establish a mix of fares that is designed to maximize revenue. This ability to adjust seat allocations based on fluctuating demand patterns allows us to balance loads and capture more revenue from existing capacity. During 2006, we modified our revenue management practices to price our inventory to achieve a higher yield while relinquishing some of our load factor. While we continue to provide our customers with competitive fares, particularly in light of recent reductions in domestic capacity across the industry, our yield for the year ended December 31, 2006 increased 19% compared to 2005, primarily as a result of our efforts at fare optimization.

People

We believe that one of the factors differentiating us from our competitors is the high quality service provided to our customers by our employees, whom we refer to as crewmembers. Experience indicates that our customers return not only because we offer low fares, but also because we provide them with a more enjoyable air travel experience. Hiring the best people and treating them as we expect our customers to be treated are essential to achieving this goal.

We believe that we carefully select, train and maintain a flexible and diverse workforce of caring, passionate, fun and friendly people who want to provide our customers with the best flying experience possible. Our hiring process is rigorous and includes behavioral interviews and peer assessments. We assist our employees by offering them flexible work hours, initial paid training, a uniform allowance and benefits. We also provide extensive training for our pilots, flight attendants, technicians, airport agents, dispatchers and reservation agents which emphasizes the importance of safety. We provide leadership training for all supervisors and managers, with the active participation of our senior management, to help ensure that we have the right leaders in place across our organization to maintain our unique company culture and commitment to our customers. Effective and frequent communication throughout the organization is fostered through periodic employee satisfaction surveys, a quarterly magazine, active leadership participation in new hire orientations and monthly open meetings, called “pocket sessions”, which are videotaped and posted on our intranet.

An important part of our business plan is to reward our employees by providing them with the ability to align their personal successes with those of JetBlue. Our compensation packages include competitive salaries, wages and benefits, profit sharing and an employee stock purchase plan. In addition, a significant number of our employees, including FAA-licensed employees, participate in our stock option plan. We review our compensation packages on a regular basis in an effort to ensure that we remain competitive and are able to hire and retain the best people possible.

We enter into individual employment agreements with each of our FAA-licensed employees, which consist of pilots, dispatchers and technicians. Each employment agreement is for a term of five years and automatically renews for an additional five-year term unless either the employee or we elect not to renew it by giving notice before the end of the relevant term. Pursuant to these agreements, these employees can only be terminated for cause. In the event of a downturn in our business that would require a reduction in work hours, we are obligated to pay these employees a guaranteed level of income and to continue their benefits. In addition, in the event we are sold to or consolidate with another company, we must request that the successor company place these employees on a preferential hiring list. If such employees are not hired by the successor company, in some cases they will be entitled to a severance payment of up to one year’s salary.

None of our employees are currently unionized. In May 2006, the International Association of Machinists and Aerospace Workers, filed a petition with the National Mediation Board, or NMB, seeking to represent our ground operations, provisioning and related-position employees. In July 2006, the NMB dismissed the petition because the minimum number of employees in the targeted group did not support holding an election. We believe that a direct relationship with JetBlue leadership, and not third-party representation, is in the best interests of our employees.

Our full-time equivalent employees at December 31, 2006 consisted of 1,545 pilots, 2,082 flight attendants, 2,546 airport operations personnel, 426 technicians, whom others refer to as mechanics,

736 reservation agents, and 2,180 management and other personnel. At December 31, 2006, we employed 8,393 full-time and 2,231 part-time employees.

Maintenance

We have an FAA-approved maintenance program, which is administered by our technical operations department. Consistent with our core value of safety, we hire qualified maintenance personnel, provide them with comprehensive training and maintain our aircraft and associated maintenance records in accordance with FAA regulations.

The maintenance performed on our aircraft can be divided into three general categories: line maintenance, maintenance checks, and component overhaul and repair. Line maintenance consists of routine daily and weekly scheduled maintenance checks on our aircraft, including pre-flight, daily, weekly and overnight checks, and any diagnostics and routine repairs. Although the majority of our line maintenance is performed by our own technicians, we also subcontract our line maintenance to third-party organizations.

Maintenance checks consist of more complex inspections and servicing of the aircraft that cannot be accomplished during an overnight visit. These checks occur at least every 15 months and can range in duration from a few days to approximately a month, depending on the magnitude of the work prescribed in the particular check. We use Air Canada and TACA, in El Salvador, to perform our maintenance checks under the oversight of our personnel. In addition, in December 2006, we entered into an agreement with Empire Aero Center in Rome, New York to provide heavy maintenance support for up to 12 Airbus A320 aircraft in 2007.

Component overhaul and repair involves sending engines and certain parts, such as landing gear and avionics, to third party FAA-approved maintenance repair stations for repair or overhaul. We have a ten-year service agreement with MTU Maintenance Hannover GmbH for the scheduled and unscheduled repair of our Airbus A320 aircraft engines. We also have separate long-term arrangements with other service providers for various airframe component repairs.

Aircraft Fuel

In 2006, fuel costs continued to be our largest operating expense due to high average fuel prices. Fuel prices and availability are subject to wide price fluctuations based on geopolitical factors and supply and demand that we can neither control nor accurately predict. We use a third party fuel management service to procure our fuel. Our fuel consumption and costs were:

	Year Ended December 31,		
	2006	2005	2004
Gallons consumed (millions)	377	303	241
Total cost (millions)	$ 752	$ 488	$ 255
Average price per gallon	$ 1.99	$ 1.61	$ 1.06
Percent of operating expenses	33.6%	29.5%	22.1%

Total cost and average price per gallon each include fuel hedging gains (losses) and exclude taxes and fueling services.

We have a fuel hedging program under which we enter into crude and heating oil option contracts and swap agreements to ensure we achieve a minimum targeted hedge position of approximately 30% of our expected consumption for the next twelve months at any given time to partially protect against significant increases in fuel prices. At December 31, 2006, we had hedged approximately 38% of our projected 2007 fuel requirements.

LiveTV, LLC

LiveTV, LLC, a wholly owned subsidiary of JetBlue, provides in-flight entertainment systems for commercial aircraft. LiveTV's assets include certain tangible equipment installed on its customers' aircraft, spare parts in inventory, an air-to-ground spectrum license granted by the Federal

Communications Commission, or FCC, and rights to all the patents and intellectual property used for live in-seat satellite television, XM Satellite Radio service, wireless aircraft data link service, cabin surveillance systems and Internet services. LiveTV's major competitors include Rockwell Collins, Thales Avionics Aircell and Panasonic Avionics. Except for Panasonic, none of these competitors is currently providing in-seat live television.

LiveTV has contracts with six other domestic and international airlines for the sale of certain hardware and installation, programming and maintenance of its live in-seat satellite television as well as XM Satellite Radio Service and certain other products and services. LiveTV continues to pursue additional customers.

Government Regulation

General. We are subject to regulation by the DOT, the FAA, the TSA and other governmental agencies. The DOT primarily regulates economic issues affecting air service, such as certification and fitness, insurance, consumer protection and competitive practices. The DOT has the authority to investigate and institute proceedings to enforce its economic regulations and may assess civil penalties, revoke operating authority and seek criminal sanctions. In February 2000, the DOT granted us a certificate of public convenience and necessity authorizing us to engage in air transportation within the United States, its territories and possessions.

The FAA primarily regulates flight operations and, in particular, matters affecting air safety, such as airworthiness requirements for aircraft, the licensing of pilots, mechanics and dispatchers, and the certification of flight attendants. The civil aviation security functions of the FAA were transferred to the TSA under the Aviation Security Act. The FAA requires each airline to obtain an operating certificate authorizing the airline to operate at specific airports using specified equipment. We have and maintain FAA certificates of airworthiness for all of our aircraft and have the necessary FAA authority to fly to all of the cities that we currently serve.

Like all U.S. certified carriers, we cannot fly to new destinations without the prior authorization of the FAA. The FAA has the authority to modify, suspend temporarily or revoke permanently our authority to provide air transportation or that of our licensed personnel, after providing notice and a hearing, for failure to comply with FAA regulations. The FAA can assess civil penalties for such failures or institute proceedings for the imposition and collection of monetary fines for the violation of certain FAA regulations. The FAA can revoke our authority to provide air transportation on an emergency basis, without providing notice and a hearing, where significant safety issues are involved. The FAA monitors our compliance with maintenance, flight operations and safety regulations, maintains onsite representatives and performs frequent spot inspections of our aircraft, employees and records.

The FAA also has the authority to issue maintenance directives and other mandatory orders relating to, among other things, inspection of aircraft and engines, fire retardant and smoke detection devices, increased security precautions, collision and windshear avoidance systems, noise abatement and the mandatory removal and replacement of aircraft parts that have failed or may fail in the future.

We believe that we are operating in material compliance with DOT, FAA and TSA regulations and hold all necessary operating and airworthiness authorizations and certificates. Should any of these authorizations or certificates be modified, suspended or revoked, our business could be materially adversely affected.

The TSA operates under the Department of Homeland Security and is responsible for all civil aviation security, including passenger and baggage screening, cargo security measures, airport security, assessment and distribution of intelligence, and security research and development. The TSA also has law enforcement powers and the authority to issue regulations, including in cases of national emergency, without a notice or comment period.

Environmental. We are subject to various federal, state and local laws relating to the protection of the environment, including the discharge or disposal of materials and chemicals and the regulation of aircraft noise, which are administered by numerous state and federal agencies.

The Airport Noise and Capacity Act of 1990 recognizes the right of airport operators with special noise problems to implement local noise abatement procedures as long as those procedures do not interfere unreasonably with the interstate and foreign commerce of the national air transportation system. Certain airports, including San Diego and Long Beach, have established restrictions to limit noise, which can include limits on the number of hourly or daily operations and the time of such operations. These limitations serve to protect the local noise-sensitive communities surrounding the airport. Our scheduled flights at Long Beach and San Diego are in compliance with the noise curfew limits, but when we experience irregular operations, on occasion we violate these curfews. We have agreed to a payment structure with the Long Beach City Prosecutor for any violations, which we pay quarterly to the Long Beach Public Library Foundation and are based on the number of infractions in the preceding quarter. This local ordinance has not had, and we believe that it will not have, a negative effect on our operations.

Airport Access. At the end of 2006, the High Density Rule, established by the FAA in 1968 to limit the number of scheduled flights at JFK from 3:00 p.m. to 7:59 p.m., expired. As a result, like nearly every other airport, the number of flights at JFK is no longer regulated and airlines are able to schedule flights without restrictions. While the High Density Rule was also lifted at LaGuardia, where we maintain a small presence, it was immediately replaced by the FAA with a temporary rule continuing the strict limitations on operations during the hours of 6:00 a.m. to 9:59 p.m. This rule is scheduled to expire in late 2007 upon the enactment of a permanent rule restructuring the rights of carriers to operate at LaGuardia. Under the current rule, our operations remain unaffected. Should new rules be implemented in whole or in part, our ability to maintain a full schedule at LaGuardia would likely be impacted.

Long Beach Municipal Airport is a slot-controlled airport as a result of a 1995 court settlement. A slot is an authorization to take off or land at a designated airport within a specified time period. Under the settlement, there are a total of 41 daily non-commuter departure slots and a single slot is required for every commercial departure. There are no plans to eliminate slot restrictions at the Long Beach Municipal Airport. In April 2003, the FAA approved a settlement agreement among the City of Long Beach, American Airlines, Alaska Airlines and JetBlue with respect to the allocation of the slots, which also provides for a priority allocation procedure should supplemental slots above the 41 current slots become available. We have 28 slots available for use and currently operate 25 weekday roundtrip flights from Long Beach Municipal Airport to nine domestic cities.

Foreign Operations. International air transportation is subject to extensive government regulation. The availability of international routes to U.S. carriers is regulated by treaties and related agreements between the United States and foreign governments. We currently operate international service to The Bahamas, the Dominican Republic, Bermuda, Aruba and Mexico. To the extent we seek to provide air transportation to additional international markets in the future, we will be required to obtain necessary authority from the DOT and the applicable foreign government.

Foreign Ownership. Under federal law and the DOT regulations, we must be controlled by United States citizens. In this regard, our president and at least two-thirds of our board of directors must be United States citizens and not more than 25% of our outstanding common stock may be voted by non-U.S. citizens. We are currently in compliance with these ownership provisions.

Other Regulations. All air carriers are also subject to certain provisions of the Communications Act of 1934 because of their extensive use of radio and other communication facilities, and are required to obtain an aeronautical radio license from the FCC. To the extent we are subject to FCC requirements, we will take all necessary steps to comply with those requirements. Our labor relations are covered under Title II of the Railway Labor Act of 1926 and are subject to the jurisdiction of the National Mediation Board. In addition, during periods of fuel scarcity, access to aircraft fuel may be subject to federal allocation regulations. We are also subject to state and local laws and regulations at locations where we operate and the regulations of various local authorities that operate the airports we serve.

Civil Reserve Air Fleet. We are a participant in the Civil Reserve Air Fleet Program which permits the United States Department of Defense to utilize our aircraft during national emergencies when the need for military airlift exceeds the capability of military aircraft. By participating in this program, we are eligible to bid on and be awarded peacetime airlift contracts with the military.

ITEM 2. PROPERTIES

Aircraft

As of December 31, 2006, we operated a fleet consisting of 96 Airbus A320 aircraft powered by two IAE International Aero Engines V2527-A5 engines and 23 EMBRAER 190 aircraft powered by two General Electric Engines CF-34-10 engines, as follows:

Aircraft	Seating Capacity	Owned	Capital Leased	Operating Leased	Total	Average Age in Years
Airbus A320	156 (1)	69	2	25	96	3.1
EMBRAER 190	100	1	—	22	23	0.7
Totals		70	2	47	119	2.6

(1) We have completed the modification to remove one row of seats from our Airbus A320 aircraft, reducing seating capacity to 150 seats.

Our aircraft leases have an average remaining initial lease term of approximately 14 years at December 31, 2006. The earliest of these terms ends in 2009 and the latest ends in 2024. We have the option to extend most of these leases for additional periods or to purchase the aircraft at the end of the lease term. All 70 of our owned aircraft and our 15 owned spare engines are subject to secured debt financing.

As of December 31, 2006, we had on order 160 aircraft, which are scheduled for delivery through 2014 on a relatively even basis during each year, with options to acquire 148 aircraft as follows:

	Firm			Option		
Year	Airbus A320	EMBRAER 190	End of Year Cumulative Total Fleet(1)	Airbus A320	EMBRAER 190	End of Year Cumulative Total Fleet(2)
2007	12	10	141	—	—	141
2008	12	10	163	—	5	168
2009	16	10	189	4	8	206
2010	18	10	217	4	9	247
2011	18	10	245	6	11	292
2012	6	11	262	16	12	337
2013	—	11	273	18	14	380
2014	—	6	279	—	21	407
2015	—	—	279	—	20	427
	82	78		48	100	

(1) The total fleet included in the table above may decrease as we consider additional aircraft sales, assignments and/or leases.

(2) Assumes all options are exercised.

Facilities

We occupy all of our facilities at each of the airports we serve under leases or other occupancy agreements. Our agreements for terminal passenger service facilities, which include ticket counter and gate space, operations support area and baggage service offices, generally have terms ranging from less than one year to five years, and contain provisions for periodic adjustments of rental rates. We also are responsible for maintenance, insurance, utilities and certain other facility-related expenses and services. We have entered into use arrangements at each of the airports we serve that provide for the non-exclusive use of runways, taxiways and other airport facilities. Landing fees under these agreements are typically based on the number of landings and the weight of the aircraft.

Our principal base of operations is Terminal 6 at JFK, which is operated under a lease with the PANYNJ that expired in November 2006 and we are in the process of negotiating an extension of this lease into late 2008. In November 2005, we executed a lease agreement with the PANYNJ for the construction and operation of a new Terminal 5 at JFK. Under the lease, JetBlue is responsible for the construction, on behalf of the PANYNJ, of a 635,000 square foot 26-gate terminal connected to the historic Saarinen Building, a parking garage, roadways and an AirTrain Connector, all of which are expected to be completed in late 2008. The lease term ends on the earlier of the thirtieth anniversary of the date of beneficial occupancy of the new terminal or November 21, 2039. We have a one-time early termination option five years prior to the end of the scheduled lease term. We will continue to operate out of our existing facilities at Terminal 6 and a temporary seven gate facility on the Terminal 5 site, which became operational in June 2006, until our new terminal is completed.

Our West Coast operations are based at Long Beach Municipal Airport, which serves the Los Angeles area. Our operations at Boston's Logan International Airport are based at Terminal C, where we currently operate seven gates and 20 ticket counter positions. In 2007, we anticipate that we will add one gate in May and an additional gate in November at Logan. We plan to operate up to 11 total gates and 28 ticket counter positions at this facility by the end of 2008. Our operations at Washington's Dulles International Airport are based at Terminal B, where we currently operate four gates and eight ticket counter positions.

We lease a 70,000 square foot aircraft maintenance hangar and an adjacent 32,000 square foot office and warehouse facility at JFK to accommodate our technical support operations and passenger provisioning personnel. The ground lease for this site expires in 2030. In addition, we occupy a portion of a building at JFK where we store aircraft spare parts and perform ground equipment maintenance.

We also lease a flight training center at Orlando International Airport, which encompasses 80,000 square feet and is equipped with six full flight simulators, two cabin trainers, a training pool, classrooms and support areas. This facility, which is capable of housing eight full flight simulators, is being used for the initial and recurrent training of our pilots and inflight crew, as well as support training for our technical operations and airport crew. In addition, we lease a 70,000 square foot hangar at Orlando International Airport, which is used by Live TV for the installation and maintenance of in-flight satellite television systems and aircraft maintenance. The ground leases for our Orlando facilities expire in 2035.

Our primary corporate offices are located in Forest Hills, New York, where we occupy space under a lease that expires in 2012, and our finance department is based in Darien, Connecticut, where we occupy space under a lease that expires in 2011. Our office in Salt Lake City, Utah, where we occupy space under a lease that expires in 2014, contains a core team of employees who are responsible for group sales, customer service and at-home reservation agent supervision, and credit card fraud investigation.

ITEM 3. LEGAL PROCEEDINGS

In the ordinary course of our business, we are party to various legal proceedings and claims which we believe are incidental to the operation of our business. We believe that the ultimate outcome of these proceedings to which we are currently a party will not have a material adverse effect on our business, financial position, results of operations or cash flows.

From: (b)(6)
Sent: Thursday, March 29, 2007 9:26 AM
To (b)(6)
Su w preparation meeting at 3:30pm notes 2/22/07

From: (b)(6)
Sen
To: (b)(6)
Cc:
Sub now preparation meeting at 3:30pm notes 2/22/07

(b)(6) Here are the minutes.

(b)(6)

The JFK Operations Center is running JFK and is the central point of contact. Other departments are not to make their own decisions without informing JFK Operations Center. JFK Operations is the only department that will disseminate the information!!!!

This meeting identified the functionalities all every department in JFK.

Precipitation between 1900-Midnight-
Mostly rain
After 5am, snow accumulation ½" to 1" inch

Move Team

- Parcel Z opened for 3 pads, 1 lane open for thru-put
- When Move Team Services are needed please call extension (b)(6)
- Donald Thomas will provide (1) coordinator to report out-to-offs every 45 minutes
- Donald Thomas will provide (1) coordinator to call Marilyn Occhiutto every 30 minutes for de-icing que time and report the information to JFK Operations, allowing Flight Operations to monitor crew legality issues

Ground Operations

- with chocks and cones ready to deploy to PZ
- (b)(6) will provide (b)(6) with number of G/O crewmembers that are available to assist Move Tea

JFK Operations

- (b)(6) will provide a gate sheet
- se provide Ground Operations with information on the flight number if there are crew legality issues

Inflight Supervisor on Duty is (b)(6)

- Shelly to ca flight Crewmember reserves

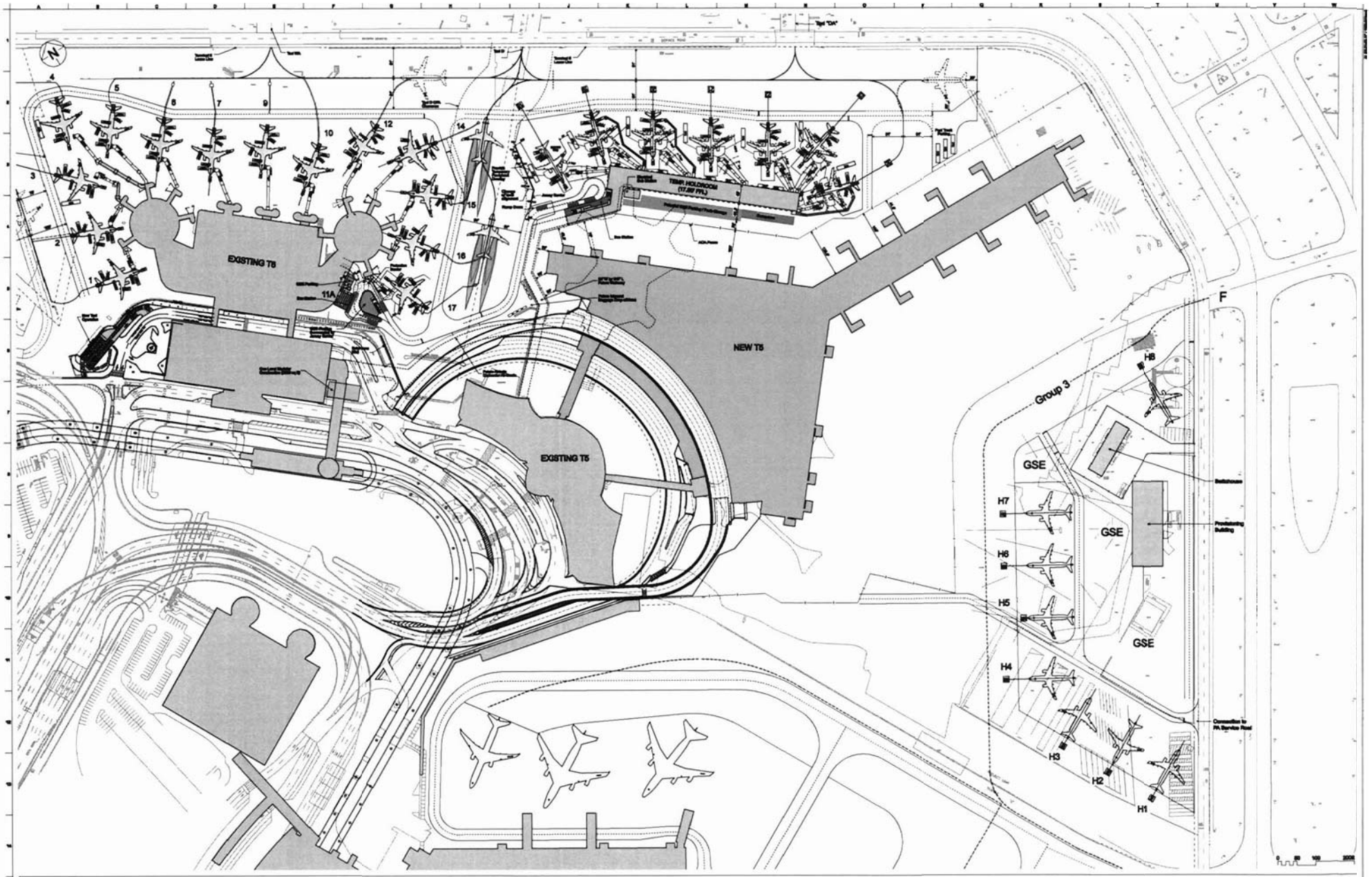
Facilities-

- Level 1 snow alert has been sent to all BP under facility direction as a guide to staffing levels required.
- d equipment is fueled and available.
- (b)(6) is the point Facility Supervisor this evening with all facility supervisors available to support the opera
- Although the precipitation is expected to be less than 1 inch the following proactive items have been initiated
- A liquid deice drop will take place at approximately 1900 on all lead in lines
- A sand drop is available when required
- The lead in lines will be cleaned with weepers at all areas if contamination occurs
- Small plows and large blade plows will be available at ½ inch for dispatch to any location

De-Ice

- 13-15 trucks available
- 36 De-icing business partners and crewmembers available
- 82,000 gallons of type 1 and 3,500 gallons of type 4 fluid in stock

~Staffing in all areas is sufficient for today thru tomorrow, all Business Partner's have been notified~
~Glycol is being sprayed on runway~
~Lane 2 is being used as flow-thru (Mo to confirm) may possibly change~
~200 hotel rooms available so we did not hard block any rooms~
~Gate 15 "Hot Spot" will be opened until 11pm for quick dumps~
~If the weather warrants we will meet again at 7pm or 8pm~



jetBlue AIRWAYS®

JetBlue Airways Corporation
Terminal 5
John F. Kennedy International Airport
New York, NY

JFK JetBlue Terminal

TAA Submission

Terminal 5 & 6 / T5 New Construction

Terminal 5 - 21 Gate Operation
14 Gates on T5
7 Gates on Remote Holdroom
5 Hardstands on Parcel Z

ARUP

DRAFT

1