

**CLASS XI – TRANSPORTATION NETWORK COMPANY
COMMERCIAL GROUND TRANSPORTATION PERMIT**

THIS PERMIT FOR COMMERCIAL GROUND TRANSPORTATION (the “Agreement”) is entered into as of this 25th day of September, 2014, by and between **METROPOLITAN NASHVILLE AIRPORT AUTHORITY**, a public corporation created pursuant to Tennessee Code Annotated Sections 42-4-101, *et. seq.*, (the “Authority”), and Lyft, Inc., a Delaware corporation licensed to do business in the State of Tennessee, the “Operator”).

WHEREAS, Authority is the owner and operator of the Nashville International Airport (the “Airport”) in Nashville, Tennessee; and

WHEREAS, Operator is a Transportation Network Company (“TNC”) and desires to operate a transportation network business at the Airport, wherein the network provided by Operator will connect passengers with prearranged transportation services offered by individual drivers (“TNC Drivers”); and

WHEREAS, Authority has agreed to allow Operator to conduct its business at the Airport subject to the terms of this Agreement;

NOW, THEREFORE, for and in consideration of the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Authority and Operator hereby agree as follows:

1. **Policy.** This Agreement is subject in all respects to the terms and conditions of the Commercial Ground Transportation Policy of Authority in effect on the date of this Agreement, and as it is amended and modified from time to time. For purposes of this Agreement, the term “Policy” shall mean such Commercial Ground Transportation Policy of Authority and all amendments and modifications thereto from time to time. Operator hereby acknowledges receipt of a copy of the Policy in effect on the date of this Agreement. Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to them in the Policy.

2. **Permit.** Subject to the terms of the Policy and this Agreement, Authority hereby grants a revocable, non-exclusive Permit to Operator for the following Commercial Ground Transportation Operator classification:

CLASS XI – TRANSPORTATION NETWORK COMPANY

(a) During the term of this Agreement, Operator shall have a non-exclusive, revocable license solely to (i) operate a TNC, subject to the Policy and other Applicable Laws (as defined herein), at the Airport utilizing smart phone mobile application technology to connect passengers with prearranged transportation services for hire; and (ii) permit TNC Drivers to transport such passengers and their personal baggage to and/or from the Airport in TNC Drivers’ vehicles (“TNC Vehicles”) inspected and approved by Operator; and (iii) permit TNC Drivers to use common-use Airport roadways for ingress and egress to and from the Airport’s main airline passenger terminal; and (iv) to utilize an Authority approved virtual perimeter (“Geo-Fence”) to track and report the monthly activity of TNC Vehicles at the Airport; and (v) permit TNC Drivers to park up to five (5) such vehicles, solely when active on Operator’s TNC network, in designated exclusive-use parking spaces at Authority’s Consolidated Services Facility.

(b) Operator shall demonstrate to Authority that Operator’s TNC mobile application technology (hereinafter referred to as the “Mobile App”), to be used by Operator for its business operations at the Airport, has incorporated a virtual perimeter of all Airport property together with TNC’s Authority approved Geo-Fence, into the Mobile App and shall ensure TNC Drivers comply with all requirements of

Authority's GTP.

(c) For purposes of vehicle identification, Operator shall equip TNC Drivers with vehicle trade dress, consisting of removable magnetic signage and/or recognizable TNC emblems, which will allow the Authority to identify TNC Vehicles at a distance of up to fifty (50) feet at all times when such vehicles are on Airport property **and** active on Operator's TNC network. Such trade dress shall be a visual indicator and control device approved by Authority designating that the TNC Vehicle is authorized to operate at the Airport.

(d) Operator shall ensure its Drivers abide by the terms of this Permit and upon request allow Ground Transportation Customer Service Representatives (CSRs) of Authority access to any and all information regarding passenger waybills, TNC Drivers' entrance, movement within and exit from Airport property and TNC's Geo-fence area at the Airport.

(e) TNC Drivers found to be in violation of Sub-Sections (c) and (d) above shall be subject to the Administrative Actions set forth in **APPENDIX C** of the Commercial Ground Transportation Policy of Authority incorporated by reference herein and made a part hereof (the "Policy").

(f) Failure by Operator to maintain its Geo-Fence, to ensure TNC Drivers display Authority approved TNC vehicle trade dress, to produce TNC Driver's Digital ID and/or passenger waybills, and to accurately and on a timely basis to report TNC Vehicle activity at the Airport, shall subject Operator to Administrative Actions set forth in **APPENDIX C** of the Policy, plus Authority's reasonable estimate of lost revenues.

(g) Operator shall perform criminal background checks on each TNC Driver before the Driver begins offering service at the Airport.

3. Term. The term of this Permit shall commence on the date hereof and shall expire on June 30 of the following year; provided, however, that (i) the term of this Permit shall be automatically renewed and extended for an additional one year term commencing on July 1 of each year unless Authority or Operator shall provide a notice of non-renewal to the other no later than thirty (30) days prior to the then existing expiration date of the term hereof; (ii) either party may cancel this Permit upon thirty (30) days prior notice to the other party at any time for any reason; (iii) Authority may bar the use by Operator of a particular TNC Driver, agent or employee or Commercial Vehicle, if Operator, such TNC Driver, agent or employee or such Commercial Vehicle is found to have materially and repeatedly violated the Policy or any laws applicable to this Permit; and (iv) Authority may terminate this Permit without forfeiture, waiver or release of Authority's rights to any sum due or to become due under the provisions of this Permit upon default by Operator in the payment of the fees required hereunder or material violation by Operator of any of the other provisions of this Permit and the failure of Operator to remedy such default or material violation within ten (10) days after notice from Authority to Operator of such default or violation, provided, however, that no such ten (10) day notice shall be required in those instances in which a provision of this Permit grants to Authority the right to terminate this Permit immediately upon Operator's material violation of or failure to comply with the terms hereof.

4. Fees and Charges. On or before the 15th of the month following TNC Vehicle activity at the Airport, Operator agrees to accurately report and pay Authority applicable fees and charges set forth in **Appendix F** of the Commercial Ground Transportation Policy of Authority, provided, however, that the fees and charges set forth in **Appendix F** of the Policy are subject to adjustment in accordance with amendments and modifications to the Policy from time to time. Additionally, Operator shall pay parking fees, at the rate of Five Dollars (\$5.00) per space per day, for Operator's designated parking spaces at Authority's Consolidated Services Facility. Adjustment to the fees and charges due hereunder shall be effective not less than thirty (30) days after notice to Operator from Authority of such adjustment to the fees and charges to be due hereunder and a copy of the amendment to or modification of the Policy pursuant to which such adjustment will occur. Notwithstanding the foregoing, the fees and charges herein and as set forth in Appendix F as applied to Transportation Network Companies shall be valid from the date of this Agreement through June 30, 2016.

5. **Obligations of Operator.** Operator shall comply in all material respects with the Policy and all Applicable Laws (as defined herein). For purposes of this Permit, the term “Applicable Laws” shall mean all present and future laws, ordinances, orders, directives, rules, codes, regulations and decrees of federal, state and municipal authorities and agencies and their respective agencies, departments, authorities and commissions (individually, a “Governmental Authority” and collectively, the “Governmental Authorities”) and all present and future grant assurances provided by Authority to any Governmental Authority in connection with Authority’s ownership or operation of the Airport and all other rules, regulations, policies and procedures of Authority, as the same may be amended, modified or updated from time to time. For purposes of this Agreement, “Governmental Authorities” shall specifically include, without limitation, Authority, The Metropolitan Government of Nashville and Davidson County, the State of Tennessee, the United States Department of Transportation, the Federal Aviation Administration (the “FAA”) and the Transportation Security Administration (the “TSA”).

6. **Assignment; Sub-License.** Operator shall not assign or sub-license or otherwise purport to authorize or allow any other person or entity to exercise, the Permit or its rights granted in this Agreement without the prior written consent of Authority, which Authority may grant or withhold in its sole discretion. Notwithstanding the foregoing, Operator may assign this Permit without Authority’s approval in the event of a merger, acquisition, or sale of all or substantially all of Operator’s assets relating to the TNC line of business. Additionally, Operator may assign this Permit to an affiliate of Operator upon written consent of Authority which consent shall not be unreasonably withheld. In the event that Operator assigns this Permit to an affiliate, Lyft, Inc. shall remain liable for the performance and obligations of this Permit, including, but not limited to, all fees and charges, deposit, insurance, indemnification, and compliance with all laws, regulations, and policies.

7. **Deposit.** As security for Operator’s full, faithful and prompt performance of and compliance with all covenants, terms and conditions of this Agreement, Operator hereby deposits with Authority the sum of Fifty Thousand Dollars (\$50,000.00) (the “Deposit”). In addition to any and all other remedies available to it under this Agreement or otherwise, Authority shall have the right, at its option at any time and from time to time, to use the Deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against Operator and for the payment of attorneys’ fees for the enforcement of any of its claims or demands against Operator (if Authority is the prevailing party). Authority shall have no obligation to exercise such right, and neither the existence of such right nor the holding of the Deposit itself shall cure any default or breach on the part of Operator. In the event that Authority shall at any time or times so use the Deposit or any part thereof, Operator shall, within two (2) business days after written demand by Authority, deposit with Authority additional cash so as to maintain the Deposit at all times at the full amount stated above and all such additional funds so deposited shall be subject to all of the terms and conditions of this Agreement. Within thirty (30) days after the expiration or earlier termination of this Agreement and upon written request therefor by Operator, Authority will return the Deposit to Operator, less the amount of any and all unpaid claims and damages of Authority hereunder. Operator hereby waives any right to any interest which may or could be earned on the Deposit during the term of the Agreement. Authority shall have no obligation to segregate the Deposit from other funds of Authority.

8. **Documents Incorporated by Reference.** The following documents are incorporated in this Agreement by reference and made a part hereof as if fully set forth in this Agreement: (i) the Policy, (ii) the application for this Agreement submitted by Operator, and (iii) all policies of insurance providing the insurance coverages required under this Agreement (including, without limitation, those required under the Policy).

9. **Indemnification.** Operator shall protect, defend, indemnify and hold Authority and its commissioners, officers, and employees harmless from and against any and all suits, losses, costs, claims, damages, demands, penalties, fines, settlements, liabilities and expenses (including, without limitation, attorneys’ fees, court costs and litigation expenses) arising by reason of the injury to or death of any person or damage to any property of any nature whatsoever arising out of or incident to (i) this Agreement, (ii)

Operator's performance or exercise of the Permit and rights granted under this Agreement, (iii) an intentional act or a negligent act or omission of any of Operator's Drivers, officers, employees, agents, contractors, subcontractors, licensees or invitees regardless of where the injury, death or damage may occur, or (iv) the failure of Operator to comply with any Applicable Laws. Notwithstanding the foregoing, Operator shall have no obligation under this Section for claims arising solely out of or incident to (x) any negligent act or omission of Authority or its commissioners, officers, agents, and employees, or (y) any allegation related to the Authority's authority to grant the Permit or Authority's enforcement of this Agreement. The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

10. Costs of Enforcement. If legal action is necessary to enforce the terms of this Agreement, Operator shall pay all of Authority's costs incurred in taking such action, including, without limitation, attorneys' fees, solely in the event that Authority is the prevailing party in such legal action.

11. Environmental Matters. Operator agrees to comply with all Applicable Laws relating to the protection of the environment and the handling and release of any and all substances, chemicals, wastes, sewage or other materials which are now or hereafter regulated, controlled or prohibited by any Applicable Laws requiring removal, warning or restriction on the use, generation, disposal or transportation thereof, including, without limitation, any substance defined as a "hazardous substance", "hazardous material", "hazardous waste", "toxic substance" or "air pollutant".

12. Insurance. Operator agrees to comply with all requirements of the Policy regarding the maintenance of insurance coverages. In addition, Operator further agrees that such insurance coverages maintained pursuant hereto must be primary as respects any other valid and collectible insurance which Authority may possess and that any other insurance or self-insured retention of Authority shall be considered excess insurance only. Authority shall have the right to change the insurance coverages required hereunder, without cost to Authority, if such changes are recommended or imposed by Authority's insurers. Authority also may require a certificate of insurance evidencing that Operator provides the insurance coverages required hereunder. If Operator shall at any time fail to provide any of the insurance coverages required hereunder, Authority may do all things necessary to effect or maintain such insurance coverage and all amounts expended by it for that purpose shall be repaid by Operator to Authority in the month in which such amounts are paid by Authority. If any insurance coverage required hereunder cannot be obtained for any reason, Authority may require Operator to cease any and all operations until such insurance coverage is obtained.

13. General Provisions.

(a) Operator certifies to the best of its knowledge and belief that: (i) no federally or state-appropriated funds have been paid or will be paid by or on behalf of Operator to any person for influencing or attempting to influence an officer or employee of any agency of the United States government or a member, officer or employee of the United States Congress, or an employee of a member of the United States Congress, in connection with the awarding of any federal contract, the making of any federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement; and (ii) if Operator has compensated or does compensate any person for influencing or attempting to influence an officer or employee of any agency of the United States government, a member, officer or employee of the United States Congress, or any employee of a member of the United States Congress, in connection with any contract, grant, loan or cooperative agreement, then Operator shall complete and submit to Authority, in accordance with its instructions, Standard Form LLL, "Disclosure of Lobbying Activities"; and (iii) Operator shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and make disclosures in accordance with this Section 13(a).

(b) Nothing herein contained shall be deemed to grant Operator any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended (the "Federal Aviation

Act”), for the conduct of any activity at the Airport, except that, subject to the terms and provisions hereof, Operator shall have the right to operate at the Airport under the provisions of this Agreement.

(c) This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between Authority and any Governmental Authority relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to Authority for Airport purposes, or the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act.

(d) No waiver of default by either party of any of the terms, covenants or conditions herein to be performed, kept and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the other party.

(e) All notices, approvals, consents, demands and other communications required by this Agreement must be in writing to be effective and personally delivered or sent by certified United States Mail, postage prepaid, or by a recognized delivery service that provides registered and verifiable shipment or airbill tracking and delivery record, with costs prepaid, to the addresses set forth below:

To Authority: Chief Operating Officer
Metropolitan Nashville Airport Authority
Nashville International Airport
One Terminal Drive, Suite 501
Nashville, Tennessee 37214

With a copy to:
Director of Properties
Metropolitan Nashville Airport Authority
Nashville International Airport
One Terminal Drive, Suite 501
Nashville, Tennessee 37214

To Operator: Bakari Brock
Director of Business Development
Lyft, Inc.
548 Market Street, #68514
San Francisco, California, 94104

With a copy to:
Kristin Sverchek
General Counsel Lyft, Inc.
548 Market Street, #68514
San Francisco, CA 94104

The person and place to which notices are to be sent may be changed by a party hereto upon written notice to the other. A notice required or permitted hereunder shall be deemed received on the date that is three (3) calendar days after the date on which the notice is deposited in the United States Mail if sent by certified mail, or, if personally delivered, on the date such personal delivery is made. If notice is given by a recognized delivery service, then the notice shall be deemed received by the addressee on the date on which the signature receipt is recorded by such recognized delivery service.

(f) The headings of the several sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the

interpretation or construction thereof.

(g) If one or more clauses, sections or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, the parties hereto agree that the material rights of either party hereto shall not be affected thereby except to the extent of such holding, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted herefrom.

(h) The parties hereto hereby designate the following as their agents for service of process and will waive any objection to service of process if served upon its agent as set forth below:

To Authority: President & CEO
Metropolitan Nashville Airport Authority
Nashville International Airport
One Terminal Drive, Suite 501
Nashville, Tennessee 37214

To Operator: Kristin Sverchek
General Counsel
Lyft, Inc.
548 Market Street, #68514
San Francisco, CA 94104

(i) Operator hereby waives any claim against Authority and its commissioners, officers, employees, agents, servants, representatives, contractors, subcontractors, affiliates, successors and assigns for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part hereof, declaring this Agreement to be null, void or voidable, or delaying the exercise of any rights under this Agreement. No commissioner, officer, employee or agent of Authority shall be charged personally or held contractually liable by or to Operator under the terms or provisions of this Agreement.

(j) The parties hereto further covenant and agree that Authority reserves the right to further develop or improve the Airport as it may see fit, regardless of the desires or views of Operator and without interference or hindrance.

(k) This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between Authority and the United States government relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to Authority for Airport purposes, or the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with provisions of the Federal Aviation Act. Authority covenants that it has no existing agreements with the United States government in conflict with the express provisions hereof. The parties incorporate herein by reference all provisions lawfully required to be contained herein by any Governmental Authority.

(l) This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

(m) In the event that a Governmental Authority requires modifications or changes to this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, Operator shall make or agree to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required and any expenses resulting from such amendments, modifications, revisions, supplements or deletions shall be paid by Authority.

(n) Time is of the essence in the performance of the terms and conditions of this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender, words

in the singular number shall be held to include the plural, and words in the plural number shall be held to include the singular, unless the context otherwise requires.

(o) Each individual executing this Agreement on behalf of Operator warrants that he or she has full authority to execute this Agreement on behalf of Operator.

(p) Any amount due and payable hereunder that is not paid on the date it is due shall bear interest until paid at the lesser of 1.5% per month or the maximum lawful rate of interest permitted to be charged under Applicable Laws. Notwithstanding any provision of this Agreement to the contrary, it is the intent of Authority and Operator that Authority shall not be entitled to receive, collect, reserve or apply, as interest, any amount in excess of the maximum amount of interest permitted to be charged under Applicable Laws. In the event this Agreement requires a payment of interest that exceeds the maximum amount of interest permitted to be charged under Applicable Laws, such interest shall not be received, collected, charged or reserved until such time as that interest, together with all other interest then payable, falls within the maximum amount of interest permitted to be charged under Applicable Laws. In the event Authority receives any such interest in excess of the maximum amount of interest permitted to be charged under Applicable Laws, the amount that would be excessive interest shall be deemed a partial prepayment hereunder and treated as such, or, if this Agreement has been terminated, any remaining excess funds shall immediately be paid to Operator.

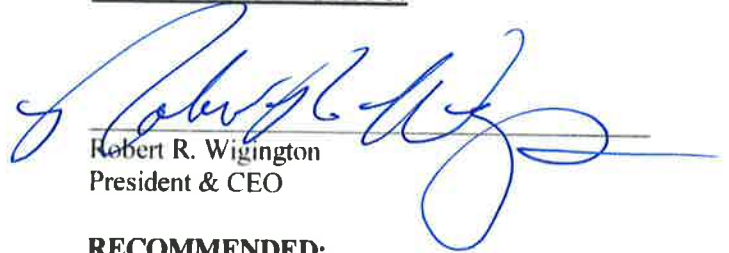
(q) This Agreement shall be governed by and constructed in accordance with the laws of the State of Tennessee.

(r) No waiver by a party hereto of a default by the other party in the performance or observance of any of the terms, covenants and conditions hereof shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by such other party.

(s) The parties hereto understand and agree that this instrument contains the entire agreement between the parties hereto with respect to the subject matter hereof. Each party hereto further understands and agrees that the other party and its agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement except as expressly set forth herein. Each party hereto acknowledges that it has thoroughly read this Agreement, including any exhibits or attachments hereto, and has sought and received such competent advice and counsel as was necessary for it to form a full and complete understanding of all rights and obligations herein.

IN WITNESS WHEREOF, Authority and Operator have executed this Agreement as of the date first written above.

**METROPOLITAN NASHVILLE
AIRPORT AUTHORITY:**


Robert R. Wington
President & CEO


**APPROVED AS TO FORM
AND LEGALITY:**


Robert C. Watson, Esq.
Sr. Vice President & CLO

RECOMMENDED:


Douglas Kreulen
Sr. Vice President & COO

LYFT, INC.:

By: 
Name: David Estroda
Title: Vice President, Government Relations

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Joyce A. Holloway, a notary public of the state and county mentioned, personally appeared Robert R. Wigington, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President and Chief Executive Officer of the Metropolitan Nashville Airport Authority, the within bargainer, a corporation, and that he as such President and Chief Executive Officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation by himself as President and Chief Executive Officer.

Witness my hand and seal, at office in Nashville, Tennessee, this 25th day of September, 2014.

My Commission Expires: 7/2/18



LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged ___self to be _____ of _____, the within named bargainor, a _____ Limited Liability Company and that he as such _____, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the limited liability company as _____.

Witness my hand and seal, at office in _____, _____, this ___ day of _____, 2014.

Notary Public

[SEAL]

My Commission Expires: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF California)
COUNTY OF San Francisco)

Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared David Estrada, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be Vice President of Government Relations the within named bargainor, a Delaware corporation, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Lyft Inc.

Witness my hand and seal, at office in San Francisco California, this 5 day of September, 2014.

St. Constantine

Notary Public

[SEAL]

My Commission Expires: Oct 28, 2015



PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned, a Notary Public of the state and county aforementioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged ___self to be _____ partner of _____, the within named bargainer, a _____ partnership, and that he, as such _____ partner, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the _____ partnership by ___self as _____ partner.

Witness my hand and seal, at office in _____, _____, this _____ day of _____, 20 .

Notary Public

[SEAL]

My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 20 , before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that ___he executed the same as ___free act and deed.

Witness my hand, at office, this _____ day of _____, 20 .

Notary Public

[SEAL]

My Commission Expires: _____