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SARASOTA MANATEE AIRPORT AUTHORITY
OPERATING AGREEMENT

The **SARASOTA MANATEE AIRPORT AUTHORITY,** a political subdivision of the State of Florida (hereafter "Authority"), upon its execution hereof, hereby grants to **LYFT, INC.**, a Limited Liability Company organized and existing under the laws of the State of Delaware, authorized to do business in the State of Florida (hereinafter "Operator"), the right to operate a Transportation Network Company ("TNC"), utilized by independent contract drivers (hereinafter "Drivers") to provide prearranged ground transportation services at the Sarasota Bradenton International Airport (hereinafter "Airport"), on the terms, covenants, and conditions stated and agreed to herein by the Parties as follows:

ARTICLE 1
GRANT OF RIGHTS

1.1 Use of Airport

Operator is hereby granted the non-exclusive right to operate a TNC, utilized by independent contract drivers ("Drivers") to provide prearranged ground transportation services at the Sarasota Bradenton International Airport ("Airport") subject to the terms, covenants, and conditions of this Agreement. Operator and its Drivers shall further be granted the nonexclusive right to use the common-use roadways for ingress and egress to and from the Airport and to use designated areas on the Airport, specifically defined below, for the sole purposes of providing prearranged ground transportation services at the Airport, utilizing smart phone mobile application and on-line technology platform to connect passengers with prearranged transportation services for hire.

1.2 Vehicle Queuing Areas

The Authority shall provide and maintain anywhere on the Airport vehicle queuing area(s) for ground transportation companies providing services at the Airport, including but not limited to other TNCs, car rental companies, peer-to-peer car rental companies, licensed taxicabs and limousine, and private cars to pick up passengers at the terminal or elsewhere on the Airport, as the Authority may determine from time to-time in its sole discretion to be in the best interest of the public ("Vehicle Queuing Areas").

1.3 Designated Areas

The Authority shall provide Operator and its Drivers designated locations on the Airport as may be assigned in writing from time-to-time by the Authority, without the need for an amendment to this Agreement, where Operator shall be granted the non-exclusive right to load and unload passenger at the Airport ("Designated Areas"). Operator accepts the Airport, its common use roadways, and Designated Area(s), in their present condition, as-is, without representation or warranty of any kind, and subject to all applicable Airport Rules and Regulations, as may be amended.

For purposes of this Agreement, said Designated Area(s) shall be located adjacent to the Airport Terminal Building ("Terminal") Baggage Claim Area, which Area is located at the far West end of the Terminal on the righthand vehicle curb. Operator and its Drivers must use the Designated Area assigned by the Authority for both loading and unloading passengers. Operator and its Drivers shall not have the right at any time to load or unload passengers at any other location on the Airport, except in the Designated Area, or such other Designated Area(s) as may be assigned in writing from time-to-time by the Authority during the Term of this Agreement.

The use of said Designated Area(s) by Operator and its Drivers may be suspended temporarily by Authority in the event of an emergency or a threat to the Airport during the time of such emergency or threat. Operator shall not (a) cause or permit anything to be done, in or about the Designated Area(s) or elsewhere on the Airport, or bring or keep anything thereon, which would: (i) increase, in any way, the threat of fire or rate of

fire insurance on the Airport, (ii) create a nuisance, or (iii) obstruct, interfere, injure or annoy anyone; (b) commit, or suffer to be committed, any waste upon the Designated Areas or elsewhere on the Airport; (c) use, or allow the Designated Area(s) to be used, for any improper, immoral, unlawful or reasonably objectionable purpose; (d) place anything on the Airport roadways of Designated Area(s) that would endanger any structure or obstruct any sidewalk, crosswalk, stairways, passageway, elevator or escalators, in front of, within or adjacent to the roadways or Designated Area(s); (e) impede or interfere, in any way, with the operation of the Airport by Authority or the use of the Airport by the public, its tenants, passengers or employees; or (f) do, or permit to be done, anything, which would materially injure the appearance of the Airport, the reputation of the Airport or Authority, or violate any Airport Rule or Regulation.

ARTICLE 2
RIGHTS RESERVED

2.1 Changes to Designated Areas

The Authority reserves the right and in its sole discretion to designate or redesignate any Designated Area(s) for use by Operator and its Drivers, or other commercial vehicle operators and their drivers, providing services at the Airport, including but not limited to other TNCs, rental car companies, peer-to-peer rental car operators, taxicabs, limousines, and private vehicles, to pick up and drop off passengers and baggage at the Airport. Authority reserves for itself, and Operator acknowledges and agrees, that the size, configuration, location, manner and use of all roadways and Designated Area(s) on the Airport may be altered, relocated, or removed, in part or in its entirety, by the Authority at any time during the Term of this Agreement as it determines solely for itself to be in the best interest of the Authority or the traveling public. Operator further acknowledges and agrees that Authority reserves the right to adopt and or amend from time-to-time its Airport Rules and Regulations, Policies, Procedures and Operating Standards relating to security and all other operational matters at the Airport that may affect Operator and its Drivers.

2.2 Airport Operations and Development

The Authority reserves the right at all time and in its sole discretion to (a) operate, maintain, develop, renovate, improve, expand, construct, make repairs, alterations, and or additions to the terminals, buildings, structures, infrastructure or improvement located anywhere on the Airport, including all vehicle roadways and Designated Areas, free from all liability to the Operator and its Drivers for any loss, business interruption, or any other damage incurred by Operator or its Drivers of any nature whatsoever occurring during or as a result of such actions taken by Authority, unless such damages result from the negligence, or willful misconduct of the Authority or its members, officers, agents, employees, contractors and or subcontractors; and (b) to establish such fees and charges for the use of the Airport by Operator and its Drivers and other commercial vehicle operators as Authority may deem prudent or necessary.

The Authority shall provide the Operator written notice prior of any action to be taken by Authority that will physically impact the Designated Area(s). Operator will be responsible to forward prior written notice of any action to be taken by Authority that will impact the vehicle roadways or Designated Area(s) to its Drivers. Authority has made no representations, warranties, or covenants to Operator or its Drivers regarding the operation or development of the Airport, or any other matter of any kind, related to this Agreement.

2.3 Remaining Rights

All rights granted to the Operator by this Agreement are non-exclusive. All rights not specifically granted to the Operator by this Agreement are expressly and independently reserved to the Authority.

SARASOTA MANATEE AIRPORT AUTHORITY
OPERATING AGREEMENT

ARTICLE 3
TERM OF AGREEMENT

3.1 Term of Agreement

This Operating Agreement ("Agreement") shall commence on October 1, 2021 ("Commencement Date") and shall continue uninterrupted thereafter for a period of one (1) year, through September 30, 2022, unless sooner terminated in accordance with the terms and conditions of this Agreement ("Term"). Subject to the Operator's compliance with all terms, covenants, and conditions of this Agreement, the Term of this Agreement may renew without further notice for up to four (4) additional one-year terms ("Renewal Terms"). Either Party may elect to not exercise one or more Renewal Term(s) by issuing the other Party written notice of its intent not to exercise a Renewal Term(s) at least thirty (30) days prior to the end of the then current Term, as may be amended.

3.2 Early Termination

Authority shall have the right to terminate this Agreement upon the occurrence of any Event of Default by Operator (hereinafter defined) if Operator has not cured such Event of Default within ten (10) days immediately following receipt of written notice thereof from Authority. Notwithstanding the foregoing, either Party shall have the right to terminate this Agreement at any time with or without cause by providing the other Party thirty (30) days advance written notice of its election to do so.

ARTICLE 4
AIRPORT USE FEE

4.1 Use Fee

In consideration of the Rights Granted by Authority to Operator, Operator shall pay to Authority on or before the fifteenth (15th) day of each month, throughout the Term of this Agreement, a fee for the use of the Airport, in the amount of Three and 50/100 Dollars ($3.50) per vehicle departure from the Airport by Operator's Drivers ("Pickup") for the immediate preceding month ("Commercial Vehicle Fees"), which Commercial Vehicle Fees shall contribute in part to the operation and maintenance of the vehicle roadways and Designated Areas on the Airport.

4.2 Fee Payments

Commercial Vehicle Fees shall be paid by Operator to Authority each month throughout the Term of this Agreement ("Fee Payments"). The amount of each Fee Payment shall be the product of: (i) the Commercial Vehicle Fee, and (ii) the number of Pickups conducted by all Operator's Drivers in the preceding calendar month, which shall be due to Authority within fifteen (15) calendar days immediately following each prior month. All Fee Payments shall be paid in lawful money of the United States of America, free from all claims, demands, setoffs, or counterclaims of any kind. All Fee Payments shall be delivered to and received by Authority at:

Accounts Receivable Department
Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport
6000 Airport Circle
Sarasota, FL 34243

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4.3 Delinquent Fee Payments

In the event Operator fails to pay the Fee Payments as required under the provisions of this Agreement within fifteen (15) days after the end of each prior month, interest at the rate of one and one-half percent (1.5%) or the maximum rate permitted by law, whichever is greater, shall accrue against the delinquent payment(s) from the date due until the date payment is received by Authority. Implementation of this provision shall not preclude the Authority from terminating this Agreement for default in the payment of fees and charges or from enforcing any other provisions contained herein or implied by law.

4.4 Worthless Payments

In the event Operator delivers a worthless check or draft to the Authority in payment of any obligation arising under this Agreement, Operator shall incur a service charge of Twenty-Five Dollars ($25.00) or five percent (5%) of the face amount of such check or draft, whichever is greater, or if Florida Statute §832.07 is amended, such other fee as shall be set by said Statute. Authority shall not accept more than one worthless check or draft during any twelve-month period during the term of this Agreement. Upon receipt of a second worthless check or draft during any twelve-month period, Authority thereafter shall only accept cash or cashier's checks from the Operator for Fee Payments.

4.5. Surety for Payments.

Concurrent with the execution of this Agreement, Operator shall deliver to the Authority a surety bond, irrevocable letter of credit, or cash deposit, held in a non-interest-bearing account, in the amount of Fifty Thousand Dollars ($50,000), hereinafter collectively referred to as "Surety", which Surety shall ensure the faithful payment of all Fee Payments. If Operator fails to submit all Fee Payments to Authority, as required herein, Authority shall have the right to use, apply and/or retain all or any portion of the Surety for the payment of any Fee Payment past due. If Authority so uses or applies all or any portion of the Surety, Operator, within ten (10) business days after written demand therefor, shall restore the Surety to the full amount thereof. Authority shall not be required to keep any cash received as Surety separate from its general accounts. If Operator performs its obligations to pay all Fee Payments as required herein, the Surety, or so much thereof as has not theretofore been applied by Authority, shall be returned, without payment of interest or other increment for its use, to Operator or, at Authority's option, to the last assignee, if any, Operator's interest hereunder, upon the revocation or termination of this Agreement. No trust relationship is created herein between Authority and Operator with respect to the Surety.

4.6. Books and Records

Operator agrees to maintain and make available to Authority at Operator's place of business or a mutually agreed upon third party location, during regular business hours, accurate and detailed accounting books and records reflecting its performance of its obligations under this Agreement, which shall be kept in accordance with generally accepted accounting principles. Upon Authority's reasonable prior written notice, which shall not occur more than once per calendar year, Operator shall permit the Authority to examine and audit such books and records relating to its performance of its obligations under this Agreement at Operator's place of business or a mutually agreed upon third party location. Operator shall maintain such books and records in an accessible location and condition for a period of not less than five (5) years from the expiration of this Agreement or the last date of operations at the Airport, whichever is later; provided, however, in no event shall Operator be required to maintain such books and records for a period longer than seven (7) years. Should any examination, inspection, or audit of Operator's books and records by the Authority disclose an underpayment by Operator of the consideration due, Operator shall promptly pay Authority the amount of such underpayment within ten (10) days of Tenant's receipt of such disclosure. If said underpayment exceeds five percent (5%) of the consideration due, Operator shall reimburse the Authority for all reasonable costs incurred in the conduct of such examination, inspection, and audit.

4.7. Monthly Reports

Within fifteen (15) days after the close of any calendar month, Operator shall submit an operations report to Authority that records all Pickups from the airport for the previous calendar month (the "Monthly Report"). The Monthly Report shall be in an agreed-upon electronic or paper format, as specified by Authority, and shall contain the total number of Pickups for the reporting period as well as the date and time of each Pickup. Operator shall submit the Monthly Report to Authority each month together with its monthly Fee Payment.

ARTICLE 5
TAXES, PERMITS AND LICENSES

Operator and its Drivers shall obtain all federal, state, and local permits and licenses required by law prior to the Commencement Date of this Agreement and shall maintain all said permits and licenses throughout the Term of this Agreement. Operator and its Drivers shall be solely responsible and shall bear, at its own expense, all costs of operating at the Airport, including all taxes, permits, and licenses required, levied, or assessed against it, and any sales, use or similar taxes levied or assessed on any payments made by Operator and its Drivers hereunder. Operator shall continually maintain and furnish to the Authority upon its request without delay, during the Term of this Agreement, copies of all active and expired licenses required by law pertaining to this Agreement.

ARTICLE 6
INSURANCE REQUIREMENTS

6.1 General Requirements

The minimum insurance requirements defined herein shall not be deemed to limit or define the obligations of Operator and its Drivers. Operator shall provide for, pay for, and maintain throughout the Term of this Agreement, and any potential holdover period, insurance with limits no more restrictive than listed below with insurance companies duly authorized to do business in the State of Florida.

Certificates of Insurance evidencing all of Operator's policies identified herein are required to be delivered to the Authority on or before the Effective Date of this Agreement for review by the Authority. Operator and its Drivers shall not commence any work, operation, or service in connection with this Agreement until Operator has obtained all the insurance required by this Article and provided to Authority original hand signed Certificates of Operator's Insurance by an Authorized Representative of the Insurer, which certificates shall accompany this Agreement.

The Authority reserves the right to reject any certificate of insurance or insurance policy written by an insurer that it deems to be in a stressed financial condition, incurring other operational deficiencies or not in compliance with the full requirements of this Agreement. Failure of the Authority to deem any insurance policy, certificate of insurance or other evidence of full compliance with these insurance requirements or failure of the Authority to identify a deficiency that is provided to the Authority, shall not be construed as a waiver of Operator's obligations to maintain such insurance.

In the event of a reduction in any Insurance required in this Article, Operator shall take immediate steps to have it reinstated. If at any time Authority request a written statement from Operator's insurer as to the impairments to any required insurance, Operator shall promptly authorize such request and have it delivered without delay to the Authority. Operator further authorized Authority, its employees, agents, and consultants, to confirm all information furnished to Authority, as to its compliance with the insurance requirements of this Article, with Operator's insurance agents, brokers, and carriers. Operator shall immediately make up any impairment when know to it.

Authority shall be exempt from, and in no way liable for any sums of money that may represent a deductible or self-insurance retention in any insurance policy. The payment of a deductible or retention shall be the sole responsibility of the Operator. If any of the insurance coverage required herein is met by Operator by a program of self-insurance, Operator shall submit complete evidence requested to the Authority demonstrating the Operator's right to self-insure as provided by the State of Florida.

6.2 Policy Requirements

Each insurance policy required herein to be carried by the Operator throughout the Term of this Agreement, as otherwise amended, other than Worker's Compensation and Employer's Liability, shall include the following provisions:

A. All insurance policies shall be primary and non-contributory to the benefit of the Authority with respect to any claims arising out of this Agreement, against any insurance held or self-funded by the Authority.

B. The Authority shall be included as an Additional Insured via blanket endorsements on Operator's Commercial General Liability, Commercial Auto Liability, and Umbrella Liability/Excess Liability insurance policies identified herein as "Sarasota Manatee Airport Authority, its governing members, officers, employees, agents and volunteers."

C. All insurance policies shall provide for Severability of Interest, clarifying that, except with respect to the coverage limits, insurance applies to each insured as though a separate policy were issued to each.

D. The Authority will be provided written notice by U.S. Postal Service pre-paid registered or pre-paid certified mail at least thirty (30) days prior to any modification or termination of any insurance coverage.

6.3 Commercial Automobile Liability

Operator shall provide Commercial Automobile Liability insurance coverage on a form no more restrictive than ISO Form CA 00 01. The minimum limits of Commercial Automobile Liability Insurance, inclusive of any amounts provided by an umbrella excess policy, shall cover Operator and its Driver's vehicles while operating on the Operator's application and on the Airport as to ownership, maintenance, and use, including owned, non-owned, leased, contracted, and hired vehicles, in amounts not less than:

$1,000,000 Each Occurrence – Bodily Injury and Property Damage Combined

All vehicles used by Operator and its Drivers on the Operator's application and on the Airport shall be included under Operator's Commercial Automobile Liability Policy or covered by a blanket coverage endorsement.

In addition to the insurance require by Operator, Operator shall ensure that all Drivers of any vehicle owned, leased, rented, hired, or otherwise controlled vehicle(s) that perform operations or services in any manner rendered under this Agreement, shall maintain, throughout the Term of this Agreement, no less than the minimum insurance required by the State of Florida. Operator shall not allow any Driver, employee, contractor, subcontractor, or vehicle owner or lessee to commence work, operations, or services under this Agreement until all Drivers have evidenced no less than the minimum insurance required by the State of Florida.

6.4 Commercial General Liability

Operator shall provide Commercial General Liability insurance coverage on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage via blanket endorsement shall be on a form no more

restrictive than ISO Form CG 20 10 10 01. Coverage shall include coverage for Operator's liability arising from all Airport premises, Operator and its Drivers' Operations, Personal Injury, Contractual for this Agreement, and Broad Form Property Damage, including Completed Operations.

The minimum limits of Commercial General Liability Insurance, inclusive of any amounts provided by an umbrella excess policy, covering Operator's liability resulting from, or in connection with, operations performed by, or on behalf of, Operator and its Drivers under this Agreement, or the use or occupancy of Authority Premises by, or on behalf of, Operator and its Drivers shall be no less than:

$1,000,000 Combined Single Limit Liability for Each Occurrence
$1,000,000 Bodily Injury, Personal Injury and Property Damage Liability for Each Occurrence
$1,000,000 Completed Operations, Personal/Advertising and Contractual Liability for Each Occurrence

6.5 Worker's Compensation/Employer's Liability

Operator shall maintain for all employees engaged in Operator's business, resulting from this Agreement, Worker's Compensation and Employer's Liability insurance coverage with limits that meet the statutory requirements of the State of Florida and any applicable Federal laws, which requirements are at present no less than:

$100,000 Each Occurrence
$100,000 Each Disease
$500,000 Aggregate

6.6 Umbrella Liability or Excess Liability

Umbrella Liability or Excess Liability used to reach the minimum limit of liability insurance requirements required, shall not be less than:

$1,000,000 Combined Single Limit Each Individual
$1,000,000 Combined Single Limit Each Occurrence
$1,000,000 Combined Single Limit Bodily Injury, Personal Injury and Property Damage

ARTICLE 7
WAIVER

Operator covenants and agrees that Authority shall not, at any time or to any extent whatsoever, be liable, responsible, or in any way accountable for any loss of or damage to business, property, or injuries or death of any persons, including property and worker's compensation claims (collectively "Claims"), which (a) at any time after the effective date of this Agreement may be suffered or sustained by Operator, its' employees or any Drivers arising out of Operator's operations, or (b) are caused, in whole or in part, by any act or omission (whether negligent, non-negligent or otherwise) of Operator, its' employees or any Driver, arising out of Operator's operations under this agreement, provided that Operator need not defend, release, indemnify, or hold harmless the Authority, its members, officers, agents, employees, and volunteers from damages resulting from the negligence or willful misconduct of the Authority, its members, officers, and employees, including Losses caused by the sole negligence or willful misconduct of Airport Authority.

Nothing in this Article shall be construed as a waiver of any immunity from or limitation of liability of the Authority, or its members, officers, employees, agents, and volunteers may have under the doctrine of sovereign immunity under common law or statute. If any above paragraphs are deemed to conflict in any way with the law, this or part of this Article will be considered modified by such law to remedy the conflict.

Operator shall indemnify, protect, defend, and hold Authority, its members, officers, agents, employees harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property and all reasonable costs for investigation and defense thereof, including but not limited to reasonable attorney's fees, court costs and expert fees arising directly out of Operator, its employees, and its Drivers' performance of this Agreement, except to the extent such injury, death or damage is caused in whole or in part by the negligence or willful misconduct of the Authority, another licensee or other third-party not related to Operator and its Drivers. The provisions in this Article shall survive the expiration or early termination of this Agreement.

The foregoing indemnification obligations are contingent upon Authority providing Operator with prompt written notice of any claim subject to indemnification hereunder.

ARTICLE 8
INDEMNIFICATION

8.1 Business Interruption

Operator hereby expressly indemnifies, waives, and releases any cause of action or right of recovery for compensation it may have against the Authority, its members, officers, agents, employees, contractors, subcontractors, and volunteers for any and all loss or damage incurred by reason of any interruption in Operator or its' Drivers' operations under the Agreement that may be sustained by the Operation, Maintenance or Development of the Airport, unless such loss or damage is due to the negligence or willful misconduct of Authority. Notwithstanding anything in this Agreement to the contrary, in no event will either party be liable to the other party for any consequential, incidental, special damages, lost revenues, or lost profits.

8.2 Chattels of Drivers

All property belonging to Operator, its Drivers, employees, contractors, subcontractors, agents, and invitees brought onto the Airport by Operator, or its Drivers, employees, contractors, subcontractors, agents, and invitees shall be at the sole risk of Operator.

ARTICLE 9
RULES AND REGULATIONS

9.1 Governmental Entities

For purposes of this Agreement, the term "Governmental Entity" shall mean and include, without limitation, Authority, State of Florida, U.S. Department of Transportation, Federal Aviation Administration, and Transportation Security Administration. Operator shall cause for itself and for its Drivers' use of the Airport under this Agreement to comply with all applicable laws, ordinances, orders, directives, rules, codes, regulations and decrees of federal, state and local Governmental Entities and their respective departments, agencies, authorities and boards, including all applicable grant assurances provided by Authority to any federal or state Governmental Entity in connection with the Authority's ownership or operation of the Airport, and all other applicable rules, regulations, policies, and procedures of Authority, and Airport's Rules and Regulations, dated August 28, 2017 ("Rules and Regulations"), as may be amended, modified or updated from time to time, including, but not limited to, those pertaining specifically to public health, safety and security, safe vehicle driving practices, seat belts, and child seats/restraints.

9.2 Security Requirements

A. Operator and its Drivers shall comply with all applicable rules, regulations, and instructions of the Airport Police Department, its on-duty Police Officers and Traffic Control Officers, relating to any matter on the Airport, including but not limited to all health, safety and security matters and vehicle operations occurring anywhere on the Airport.

B. Operator and its Drivers shall comply with all applicable rules, regulations, and instructions of the Transportation Security Administration ("TSA") and its on-duty Officers relating to Airport health, safety and security and Drivers are not permitted to access the Aircraft Operations Area or other secured areas of the Airport without written authorization of the TSA and Airport Police Department.

C. Authority reserves unto itself, and unto its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft through the airspace above the Airport, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, for navigation of or flight in said airspace, and use of said airspace for landing on, taking off from or operating on the Airport.

D. Operator expressly agrees on behalf of itself and its successors, and assigns, to use all reasonable efforts to prevent any use of the Airport which would reasonably interfere with or would reasonably be deemed to adversely affect the operation, health, safety, security, maintenance, or development of the Airport, or which would otherwise constitute a hazard or nuisance on the Airport.

E. Operator expressly agrees that it will not knowingly exercise or grant any right or privilege which would operate to prevent directly or indirectly any person, firm, or corporation from operating any aircraft or performing any service on the Airport.

9.3 Geographical Fence

For purposes of this Agreement, "Application" shall mean the mobile smartphone application developed by Operator that connects passengers with Operator's technology platform, as reviewed, and approved by Authority. The Operator shall provide and maintain a reliable Application capable of providing real time, accurate, timely and useful information for the traveling public wishing to secure prearranged ground transportation services at the Airport. Operator shall further implement and use, throughout the Term of this Agreement, a virtual geographical perimeter that encompasses the real-world geographic area comprised by the Airport ("Geographical Fence"). Operator shall demonstrate to Authority that Operator has established an accurate and reliable Geographical Fence to manage Operator's business at the Airport and shall notify and inform each Driver regarding the use thereof. If, the Authority desires to acquire or develop an alternative technology solution to enable the Authority to monitor and audit compliance with this Agreement, Operator shall in good faith cooperate with Authority on implementing such a solution.

9.4 Driver Information for Health, Safety and Security

If requested by Authority to ensure the health, safety, or security of the Airport, which need shall be determined solely by Authority, Operator agrees to provide Authority, without delay, individual Driver(s) name, driver's license number, vehicle license and registration.

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ARTICLE 10
ENVIRONMENTAL REGULATIONS

10.1 Hazardous Materials

Operator agrees that neither it nor its Drivers shall knowingly cause any Hazardous Materials to be brought upon, kept, used, stored, generated, or disposed of in or anywhere on the Airport, or transported to or from anywhere on the Airport. Operator and its Drivers shall strictly comply with all applicable Rules and Regulations and Environmental Laws, as defined hereinbelow. As used herein, the following terms shall have the following respective meanings:

A. "Environmental Laws" shall mean any federal, state, local or administrative law, rule, regulation, order, or requirement relating to industrial hygiene, environmental conditions, or Hazardous Materials, whether now in effect or hereafter adopted.

B. "Hazardous Materials" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. "Hazardous Material" includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, also commonly known as the "Superfund" law, as amended (42 U.S.C. Sections 9601 et seq.) ("CERCLA"), or pursuant to the General Statutes of Florida, or any waste which conforms to the criteria for hazardous material adopted by the Authority; any asbestos and asbestos containing materials; lead based paint; petroleum, including crude oil or any fraction thereof; natural gas or natural gas liquids; and any materials listed as a hazardous substance in the Authority's Rules and Regulations.

C. "Release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or on any property.

Notwithstanding any other provision of this Agreement, Operator acknowledges that certain properties and the use thereof within the Airport are subject to Environmental Laws. Operator agrees to observe and abide by all said Environmental Laws as applicable to its use of the Airport. In addition, Operator hereby expressly warrants, guarantees, and represents to Authority, upon which Authority expressly relies, that Operator is aware of all federal, state, regional and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Operator or its Drivers pursuant to or anywhere on the Airport. Operator agrees that it and its Drivers shall comply with all applicable federal, state, regional and local laws, regulations and ordinances protecting the environment and natural resources including, but not limited to, the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("Superfund") and all rules and regulations promulgated or adopted thereunder as same may from time to time be amended. Operator agrees that it and its Drivers shall fully comply with all state and local laws, ordinances, rules, and regulations protecting the environment. Operator agrees to keep itself and its Drivers informed of all future changes in the Environmental Laws.

Operator hereby expressly agree to indemnify and hold Authority harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons including reasonable expense and attorney's fees, arising from or resulting out of, or in any way caused by, Operator, its employees or its Drivers', failure to comply with any and all applicable federal, state and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of

protecting the environment. Operator agrees to cooperate with any investigation or inquiry by any government entity, agency, or department, regarding any possible violation of any Environmental Law.

10.2 Environmental Indemnity

Operator shall indemnify, defend, and hold harmless the Authority, its members, officers, employees, agents and volunteers from and against, any and all loss, damage, cost or expense including attorney's fees, arising during or after the Term of this Agreement as a result of or arising from: (i) a breach by Operator of its obligations contained in subparagraph (2) above, or (ii) any Release of Hazardous Materials from, in, or about the Airport solely caused by the act or omission of Operator, its employees or its Drivers at the Airport.

ARTICLE 11
VEHICLE STANDARDS

11.1 Vehicle Standards

For purposes of this Agreement, Vehicle(s) shall mean a personal, privately-owned, leased, or otherwise authorized vehicle(s) operated by a Driver(s) utilizing Operator's Application to provide prearranged ground transportation services at the Airport. Operator is permitted to use Driver owner-operated, leased, or otherwise authorized Vehicles. All Vehicles must comply with all terms, covenants, and conditions of this Agreement, and the Authority shall have the right to prevent any Vehicle from operating at the Airport for cause and upon written notice to Operator. All Vehicles under this Agreement shall be safe, properly equipped, and continually and properly maintained, as required by law, throughout the Term of this Agreement, sufficient to provide prearranged ground transportation services to the traveling public at the Airport.

A. All Vehicles shall be air conditioned, clean and neat in appearance, sanitary, safe for operation, well maintained, both inside and outside, including but not limited to no visible damage.

B. Driver's vehicles shall comply in all respects with the applicable state and local laws, including maintaining a valid driver's license and vehicle registration.

C. The Authority, its Police Officers, Traffic Officers, or its other designee(s), shall have the right at any time to inspect any Vehicle. Any Vehicles found to be in violation of the above may be refused permission to operate at the Airport pursuant to this Agreement.

11.2 Disabled Vehicles

Any Vehicle that is wrecked or damaged shall not be operated at the Airport until it is fully repaired. Operator and its Drivers shall not store any wrecked, damaged, inoperable, or otherwise unsightly vehicles anywhere on the Airport. The Authority reserves the right to have all such vehicles towed and stored at Operator's expense.

ARTICLE 12
DRIVER STANDARDS

12.1 General Standards

For purposes of this Agreement, "Driver" shall mean any individual who has been approved by Operator to use a privately-owned, leased, or otherwise authorized Vehicle(s) to transport passengers and their luggage to and from the Airport, whose Pickups are arranged through the Operator's Application, regardless of

whether the vehicle is carrying a passenger(s) or luggage. Operator shall inform its Drivers of the requirements of this Agreement and the Authority's expectation that they are equipped to conduct the activities required by this Agreement in accordance with all applicable Florida State Statues, now or hereafter decreed, affecting all prearranged ground transportation services to and from the Airport

Each Drivers shall maintain information on his or her smartphone while using the Operator's Application or technology platform that will be used in lieu of a tangible Airport decal or transponder. This information will allow the Airport to confirm the following information for any Driver or Vehicle using the Operator's Application on the Airport:

(1) Photograph of the Driver
(2) Trade Dress (Name and Logo)
(3) Driver's License
(4) Vehicle brand, model, and color.
(5) Vehicle License Plate number.
(6) Certificates of Insurance.
(7) A waybill or electronic equivalent that meets the criteria set forth below.

12.2 Driver Logs

Drivers are required to maintain logs of each Pickup from the Airport ("Driver Logs"). Drivers shall document each Vehicle Pickup electronically immediately after the completion of the ride to which it relates. All said Driver's Logs shall immediately be made available upon request by the Authority, Airport Police Department, any on-duty Airport Police Officer, or other designee of Authority.

12.3 Driver Conduct

A. All Drivers shall be neat in appearance, professional and courteous.

B. All Drivers shall display and maintain while on the Airport a decal of the Operator's trade name and logo displayed on the windshield of each Vehicle.

C. All Drivers shall Pickup and drop-off passengers and their luggage only in the Designated Areas.

D. All Drivers shall remain within ten (10) feet of their respective Vehicles whenever said Vehicles are in the Designated Area and shall not enter the Terminal, except for brief periods of time to patronize the concessions or public restrooms nearest to the Designated Area.

E. Once a Driver has made contact, with the passenger(s) with whom the Driver was matched, the Driver shall promptly load such passenger(s).

F. All Driver shall limit such Driver's time in Designated Areas to the minimum time required for loading and unloading of passengers and their baggage, and after doing so, Drivers shall thereafter promptly depart from the Airport.

G. All Drivers shall, upon request, present a waybill or the electronic equivalent to any Authority official, on-duty Airport Police Officer, or other designee of Authority.12.4 Prohibited Activities.

Drivers shall be prohibited from the following throughout the Term of this Agreement:

A. Allowing at any time or in any manner any Vehicle to be left unattended in any roadway, Designated Area or elsewhere on the Airport, without the vehicle having first been inspected and approved to be left unattended by an on-duty Airport Police Officer.

B. Permitting anything to occur in any roadway, Designated Areas or elsewhere on the Airport, or bring or keep anything thereon, which would i) increase in any way the risk of fire, ii) create a nuisance, iii) obstruct or interfere with the rights of others at the Airport, or iv) injure or annoy anyone.

C. Litter on any roadway, Designated Areas or elsewhere on the Airport.

D. Commit any improper, immoral, unlawful, or reasonably objectionable act on the Airport.

E. Place anything in or adjacent to the roadways, Designated Areas, or elsewhere on the Airport, that might endanger or obstructs in anyway the roadways, sidewalks, passageways, stairways, elevators, or escalators in or adjacent to the roadways or Designated Areas, or anywhere else on the Airport.

F. Doing anything which would reasonably or likely injure the reputation of the Authority or the appearance of the Airport.

G. Turning off or disabling the Operator's Application when a Vehicle is on Airport property unless the Driver is departing the Airport after a drop-off.

H. Allowance of operation of Driver's Vehicle on Airport roadways by an unauthorized driver.

I. Transporting a passenger on the Airport in an unauthorized vehicle.

J. Picking-up or discharging passengers, or their baggage, at any location other than Designated Areas.

K. Failing to provide information, or providing false information, to any on-duty Airport Police Officers, Authority official or other Authority designee.

L. Displaying a waybill in an altered or fictitious form.

M. Recirculating on the roadway in front of the Airport terminal or elsewhere on the Airport unless the Driver has just completed a drop-off at the terminal and imminently receives a pick-up request at the terminal (a "Rematch)"

N. Using or possessing any alcoholic beverage, marijuana, or other controlled and or intoxicating substances on the Airport.

O. Failing to operate a vehicle in a safe manner or comply with posted speed limits and traffic control signs.

P. Use of improper, loud, profane, or vulgar language on the Airport.

Q. Attempting to solicit payment for services rendered greater than authorized by law.

R. Operating a vehicle which is not in a safe mechanical condition, or which lacks mandatory safety equipment.

S. Disconnecting or otherwise impairing any pollution control equipment.

T. Engaging in any criminal activity, including but not limited to using or possessing any illegal drug or narcotic while on Airport.

U. Operating a vehicle without proper approval or registration during a time in which Operator's authority under this Agreement is suspended or revoke.

ARTICLE 13
SERVICE STANDARDS

13.1 General Standards

Operator's Drivers shall be subject to the Terms of Service in their use of Operator's platform to provide pickups at the Airport. Operator shall review all reports submitted to its customer support team regarding Driver behavior that may violate any Terms of Service and monitor feedback and ratings provided by riders for Drivers. Failure to follow the Terms of Services or receipt of below average ratings shall result in individual Drivers' temporary or permanent loss of access to pickups at the Airport pursuant to this Agreement.

13.2 Restricted Use of Airport

The use of the Airport's by Operator, its employees, and its Drivers, shall be limited solely to the purpose set forth in this Agreement. The Operator, its employees and its Drivers shall not conduct any business or provide any other service to the public other than prearranged ground transportation services at the Airport.

13.3 Controlled Passenger Fees

Operator covenants and agrees that all rates, fees, and charges for Operators prearranged ground transportation services at the Airport shall be approximately equivalent and remain consistent with those assessed for prearranged ground transportation services elsewhere in the State of Florida.

13.4 Questions and Complaints

Operator shall promptly and courteously respond to each customer question or complaint received by the Operator and shall keep records of such interactions. Any complaints received by the Authority that are referred to the Operator shall receive a prompt and courteous response. Any questions or complaints regarding Driver conduct, appearance, level of service, maintenance of Vehicles, standards of operation or public safety, health and security brought before the Authority shall be reviewed by the Authority who shall take such actions as it deemed appropriate based on the circumstance. Upon notification, Operator shall take whatever steps are necessary to comply with any directive of the Authority. Continued or repeated violations of a directive of Authority shall be suitable grounds for termination of this Agreement.

ARTICLE 14
ADVERTISING AND SOLICITATION

Operator and its Drivers shall not solicit passengers for rides anywhere on the Airport or post or display, any signs, posters, solicitation, advertising, or devices of any kind on the exterior of any vehicle used by Operator, or its Drivers, in the performance of this Agreement, except for Operator's trade name or logo. Operator, its Drivers, employees, shall be prohibited from displaying, distributing, soliciting, or posting any advertising except such as shall first be approved in writing by the Authority. Any such solicitation, conduct related to, or the administration or supervision of any type or kind of business, except as provided herein, shall not be permitted, and shall be considered a default of this Agreement.

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ARTICLE 15
EVENTS OF DEFAULT

If Operator fails to pay any undisputed payment due to Authority hereof, or shall fail to submit any report or list required to be submitted in connection herewith, within ten (10) days after notice from Authority that the same is presently due, or in the event that Operator, its Drivers, employees, contractors, subcontractors, agents, and invitees violates any other material term, covenant or condition of this Agreement, and such violation continues without cure after Authority has given written notice thereof to Operator, the Authority shall have the right to immediately terminate this Agreement upon written notice to Operator.

15.1. Events of Default.

The occurrence of any one or more of the following events shall constitute a breach of this Agreement and an "Event of Default":

A. Operator shall fail, duly and punctually, to pay Fee Payments, or to submit any List or Report, or to make any other payment required hereunder, when due to Airport Authority, and such failure shall continue beyond the date specified in a written notice of such breach or default from Authority, which date shall be no earlier than the ten (10) calendar days after the receipt of such notice.

B. A transfer of ownership occurs without the prior approval of the Authority as set forth in Article 17, herein.

C. Operator fails to obtain and maintain the insurance required hereunder, or to provide copies of the appropriate signed insurance certificates to the Authority as required herein.

D. Operator fails to keep, perform, and observe or perform any term, covenant and condition set forth in this Agreement, and such failure continues for a period of more than ten (10) days after delivery by Authority to Operator of a written notice thereof.

15.2. Remedies for Default

Upon the occurrence of, or during the continuance of, an Event of Default, Airport Authority shall have the following rights and remedies in addition to any other rights and remedies available to Authority under this Agreement, at law, or in equity, Authority may elect to terminate this Agreement. Nothing herein provided shall be deemed to limit Authority's right to terminate this Agreement as provided in this Article.

15.3 Remedies Cumulative

The rights and remedies of parties hereto with respect to any of the terms, covenants, and conditions of this Agreement shall be cumulative and not exclusive and shall be in addition to all other rights and remedies of the parties. The exercise by Authority of any remedy provided in this Agreement shall in no way affect any other remedy available to Authority under law or in equity.

15.4. Fines and Penalties

By operating on the Airport, Operator and its Drivers shall be subject to all applicable Airport Rules and Regulations, and other applicable laws, ordinances, rules, and regulations, including subject to any fines or penalties in connection therewith. Authority shall have no obligation to Operator to impose fines or take corrective action of any kind against any other person or entity at the Airport.

ARTICLE 16
NONDISCRIMINATION

Operator, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, understands and acknowledges that Authority has given to the United States of America, acting by and through the Federal Aviation Administration, certain assurances with respect to nondiscrimination, which have been required by Title VI of the Civil Rights Act of 1964, as effectuated by Title 49 of the Code of Federal Regulations, Subtitle A - Office of the Secretary of Transportation, Part 21, as amended, as a condition precedent to the government making grants in aid to Authority for certain Airport programs and activities, and that Authority is required under said Regulations to include in every agreement or concession pursuant to which any person or persons other than Authority, operates or has the right to operate any facility on the Airport providing services to the public, the following covenant, to which Operator agrees, as follows: "Operator, in its operation at and use of the Airport, covenants that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, age, sex, creed, religion, marital status, disability, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the grantee, licensee, permittee, etc., shall comply with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Subtitle A, Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuations of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended."

ARTICLE 17
AMERICANS WITH DISABILITIES ACT

Operator shall comply with all applicable requirements of The Americans with Disabilities Act ("ADA") as published in the Federal Register, Volume 56, No. 144, and the State of Florida Accessibility Requirements Manual ("ARM").

ARTICLE 18
DRUG-FREE WORKPLACE

Operator acknowledges that, pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, possession or use of a controlled or intoxicating substance is prohibited on the Airport. Any violation of this prohibition by Operator shall constitute an event of default under this Agreement.

ARTICLE 19
ASSIGNMENT OF AGREEMENT

Operator shall provide prompt notice to the Authority of the sale or transfer of more than 50% of all stock, assets, or business of Operator. Except for assignments made pursuant to the sale or transfer of all or substantially all the stock, assets, or business of the Operator, Operator shall not assign this Agreement, either in whole or in part, without prior written consent of the Authority which consent may be withheld for any reason at the sole discretion of the Authority. The Authority reserves the right to investigate the proposed assignee to determine sufficient experience and financial worth to operate the Operator's business at the Airport. Any request for, or consent to, such assignment shall be subject to Operator's compliance with all terms, covenants, and conditions of this Agreement, including Operator's timely payment of all Fee Payments and other charges, if any, accrued in favor of the Authority, and as otherwise has met all legal obligations required by Operator under the terms, covenants, and conditions of this

Agreement, as may be amended. Notwithstanding the above, TNC shall retain the right to transfer this Agreement, or any right hereunder, to a direct affiliate of TNC.

The sale or other transfer of a controlling percentage of the capital stock or membership interests of Operator, whether by merger, stock sale or otherwise, or the sale or transfer of more than fifty percent (50%) of the value of the assets of Operator related to the operations hereunder, shall be deemed a Change of Control, not a Transfer, and shall not be subject to the restrictions of this Article. The phrase "controlling percentage" means the ownership of, and the right to vote, stock or interests possessing more than fifty percent (50%) of the total combined voting power of all classes of Operator's capital stock or interests issued, outstanding and entitled to vote for the election of directors. Except as expressly prohibited herein, the provisions of this Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

ARTICLE 20
COMMUNICATION AND NOTICES

Operator shall provide the Authority with the name, address, telephone number, and email address for at least one qualified representative authorized to represent and act on behalf of Operator in matters pertaining to its business at the Airport, and shall keep Authority informed, in writing, of the identity of each such person. Operator irrevocably consents to the service of process by certified or registered mail, airmail if overseas, or the equivalent, pre-paid return receipt requested, or the service of process in any other manner permitted by law, in any action instituted by the Authority and arising against Operator under this Agreement. All notices or other communications to Authority or Operator pursuant this Agreement shall be deemed validly given, served, or delivered by Overnight Courier or U.S. Postal Service Pre-Paid Certified Mail, addressed as follows, or to such other address as may designate by written notice to the other party, delivered in accordance with the provisions of this Article.

A. To Authority

Properties Department
Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport 6000
Airport Circle
Sarasota, FL 34243-2105

B. To Operator

Lyft, Inc
185 Berry St., Suite 5000
San Francisco, CA 94107
Attention: Miranda Scott, Director - Airport Business Development

With electronic copies to:
mirandas@lyft.com
legalnotices@lyft.com

ARTICLE 21
SUBORDINATION

This Agreement is subject and subordinate to the provisions of any agreement made between Authority and any Governmental Entity 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

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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.

Operator covenants and agrees that this Agreement shall be subject and subordinate to the provisions of any existing or future agreement between Authority and the United States Government relative to the operation or maintenance of Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development or operation of Airport. In the event the Federal Aviation Administration or its successors shall require any modifications to this Agreement as a condition precedent to the granting of such federal funds, Operator shall promptly consent in writing to such modifications, or shall have the option to terminate this Agreement prior to such modifications taking effect.

Additionally, this Agreement and all rights of Operator granted hereunder, are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment, made at any time, by Authority to secure Bond financing. This Agreement is subject and subordinate to the terms, covenants, and conditions of Authority's existing Bond Resolution authorizing the issuance of Bonds by Authority. Authority may amend or modify said Bond Resolutions or make any change thereto that does not materially adversely affect Operator's rights granted under this Agreement. Conflicts between this Agreement and the Bond Resolution shall be resolved in favor of the Bond Resolution.

ARTICLE 22
ATTORNEY'S FEES

In the event of a Default Event by Operator, Operator agrees to pay, all costs, expenses, and reasonable attorney's fees, incurred in the collection of any Fee Payments or other rates, fees, charges, or assessments due hereunder or in the enforcement by Authority of any of the terms, covenants, and conditions hereof.

ARTICLE 23
FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for public purposes, then this Agreement shall thereupon terminate, and Authority shall be released and fully discharged from all liability hereunder. In the event of such termination, Operator's obligation to pay Use Fees, rates, fees, or other charges shall cease, however, nothing herein shall be construed as relieving Operator from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

ARTICLE 24
NO THIRD-PARTY RIGHTS

The parties agree this Agreement is solely for the benefit of the Authority and Operator. This Agreement is not for the benefit of any other person or entity including, but not limited to, Drivers, other TNCs or commercial ground transportation providers.

ARTICLE 25
PLACE OF VENUE

This Agreement, and all exhibits, documents, and instruments relating to same, shall be construed under Florida law. Operator hereby consents to the jurisdiction of the courts of the State of Florida and of the Federal Authority Court for the State of Florida with respect to any action instituted by the Authority and arising against Operator under this Agreement, and waives any objection, which Operator may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action

has been brought in an inconvenient forum, and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over the Operator. It is agreed that if any term, covenant, or condition contained herein is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other terms, covenants, conditions herein contained.

ARTICLE 26
ENTIRE AGREEMENT

26.1 Final Agreement

This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any representation or statements made with respect to such subject matter, whether oral or written, are merged herein. No extrinsic evidence whatsoever, including prior drafts hereof and changes therefrom, may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement. The Parties intend that this Agreement shall be the final expression of their understanding and agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings. Notwithstanding anything herein contained that may appear to be to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are non-exclusive.

26.2 Amendments.

Except as specifically provided herein, amendments to this Agreement require written agreement of the Parties. Notwithstanding the foregoing, if a Governmental Entity requires modifications or changes to this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Operator shall agree to make such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required.

ARTICLE 27
INVALIDITY AND SEVERABILITY

Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. The paragraph headings contained in this Agreement are inserted only as a matter of convenience and for reference, and shall in no way define, limit, or describe the scope or intent of any provision of this Agreement. If any provision of this Agreement or the application thereof to any person, entity, or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the full extent permitted by law. This Agreement may be altered or amended only by written amendment executed by Operator and Authority.

ARTICLE 28
COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument of agreement.

(Continued, on next page).

SARASOTA MANATEE AIRPORT AUTHORITY
OPERATING AGREEMENT

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 4th day of October, 2021.

SARASOTA MANATEE AIRPORT AUTHORITY

Signature _____

Name Fredrick J. Piccolo, A.A.E.

Title President, CEO

Date 10/4/2021

LYFT, INC.

Signature DocuSigned by: Miranda Scott 8A784E9EE7B5450...

Name Miranda Scott

Title Sr. Director, City Operations & Partnerships

Date 10/1/2021

WITNESSES FOR AUTHORITY

Signature _____

Name DIANE M DRAKULICH

Title Properties Coordinator

Date 10/4/2021

WITNESSES FOR LYFT, INC.

Signature DocuSigned by: Don Griffin B19A8CEBD413406...

Name Don Griffin

Title Head of Airport Partnerships

Date 10/1/2021