

**ARLINGTON COUNTY GOVERNMENT
OFFICE OF THE PURCHASING AGENT
ARLINGTON COUNTY, VIRGINIA 22201**

CONTRACT NO. 19-188-R

(CITY OF FALLS CHURCH CONTRACT No. 0626-18-BIKE A)

AMENDMENT NUMBER ONE (0001)

This Amendment Number One (0001) ("Amendment") is made on the date of execution of the Amendment by the County and amends Contract No. 19-188-R ("Main Agreement, as amended or "Contract") made between Lyft Canada, Inc. (f/k/a 8D Technologies, ULC), located at 1008-416 de Maisonnueve West, Suite 1008, Quebec, Canada H3A 1L2 ("8D" and "Contractor"), and the County Board of Arlington County, Virginia ("County").

WHEREAS, 8D and the County entered into the Main Agreement to supply stations, bicycles and associated spare parts for Capital Bikeshare in accordance with the City of Falls Church Contract No. 0626-18-BIKE A; and

WHEREAS, 8D (incorporation number BC1106607) and Lyft Canada, Inc., (incorporation number BC1124737) were amalgamated on or about January 1, 2020 (the "Amalgamation Date") as one company under the name Lyft Canada, Inc. (the "Amalgamation"); and

WHEREAS, by virtue of the Amalgamation and under the Amalgamation Agreement which is incorporated in this Amendment as is attached as Exhibit 1, Lyft Canada, Inc. has assumed all obligations and liabilities of 8D under this Contract; and

WHEREAS, the County acknowledges the Amalgamation, which has resulted in Lyft Canada, Inc. being the counterparty to the Contract as of the Amalgamation Date; and

WHEREAS, in consideration of the promises and other good and valuable consideration specified in this Amendment, the Main Agreement is amended as follows:

- 1. In place of 8D Technologies ULC, the County and Lyft Canada, Inc. agree that Lyft Canada, Inc., shall be the contracting party, and shall provide the services under the Contract;**
- 2. 8D (as a separate legal entity and not as a part of Lyft Canada, Inc.) waives any claims and rights against the County that it now has or previously may have had in connection with this Contract; and**
- 3. Lyft Canada, Inc. agrees to be bound by and to perform this Contract in accordance with the Scope of Work, all requirements, and all terms and conditions of the Contract Documents; and**
- 4. The term "Contractor" in the Contract shall hereinafter mean Lyft Canada, Inc..**

NOW THEREFORE,

All other terms and conditions of the Main Agreement shall remain in full force and effect.

WITNESS these signatures:

The County Board of Arlington County, Virginia


AUTHORIZED SIGNATURE

**NAME: SHIRLEY DIAMOND
TITLE: PROCUREMENT OFFICER**

DATE:

6-30-20

Lyft Canada, Inc.

DocuSigned by:


AUTHORIZED SIGNATURE:

**NAME: AARON ZIFKIN
TITLE: PRESIDENT**

DATE:

6/30/2020

AMALGAMATION ACKNOWLEDGMENT
AGREEMENT

This Agreement, is made as of the 30th day of June, 2020 by and between Lyft Canada Inc., a corporation duly organized and existing under the laws of British Columbia with its principal office in Montreal, Canada, ("Contractor") and the County of Arlington, VA, acting through the Arlington County Purchasing Department ("County"), collectively referred to as the ("Parties").

(a) The Parties agree to the following:

(1) The County, represented by the duly delegated Purchasing Agent, has entered into certain contracts with 8D Technologies, ULC, located at 1008-416 de Maisonneuve West, Suite 1008, Quebec, Canada H3A 1L2 ("8D"), namely: Contract Nos. 19-188-R and 17-133-2 ("Contracts"). The term "Contracts," as used in this Agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications or amendments, made between the County and 8D before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the County or 8D has any remaining rights, duties, or obligations under these Contracts and purchase orders). Included in the term "Contracts" are also all modifications made under the terms and conditions of these Contracts and purchase orders between the County and 8D, on or after the effective date of this Agreement.

(2) As of January 1, 2020, 8D and Lyft Canada Inc., incorporation # BC 1124737 ("Lyft") were amalgamated as one company under the name Lyft Canada Inc. ("Company") (the "Amalgamation").

(3) As a result of the Amalgamation, the rights and obligations of 8D will now be exercised by the Company, including those rights, obligations and liabilities under the Contracts.

(4) The Company represents and warrants that it is able to fully perform all obligations that may exist under the Contracts.

(5) It is consistent with the County's interest to recognize the Company as the party to the Contracts by virtue of the Amalgamation.


(6) A Certificate of Amalgamation dated January 1, 2020, evidencing the Amalgamation is attached hereto as Attachment 1.

(b) In consideration of these facts, the Parties agree that by this Agreement:

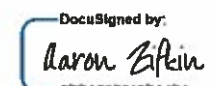
- (1) The Company agrees to be bound by all conditions and requirements of the Contracts and to perform all tasks and requirements of the Contracts. The Company also confirms that, notwithstanding any determination as to the legal status of either the amalgamated companies, it shall be liable for all obligations and liabilities of, and all claims against, 8D under the contracts by virtue of the Amalgamation.
- (2) The Company acknowledges that all previous actions taken by 8D with respect to the Contracts were taken by the Company by virtue of the Amalgamation.
- (3) The County recognizes the Company as the party with interest in and to the Contracts. By virtue of the Amalgamation, the Company is entitled to all rights, titles, and interests of 8D in and to the Contracts. Following the effective date of this Agreement, the term "Contractor," as used in the contracts, shall refer to the Company.
- (4) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the County against the Company.
- (5) All payments and reimbursements previously made by the County to 8D, and all other previous actions taken by the County under the Contracts, shall be considered to have discharged those parts of the County's obligations under the Contracts.
- (6) The Company agrees that the County is not obligated to pay or reimburse the Company for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the Amalgamation, other than those that the County in the absence of the Amalgamation would have been obligated to pay or reimburse under the terms of the Contracts.

The contracts, and the Amendments thereto, shall remain in full force and effect.

COUNTY OF ARLINGTON, VA,

By 
Title Frankmont Officer

LYFT CANADA, INC.

By  Aaron Zifkin
Title Managing Director

[Corporate Seal]

Amalgamation Acknowledgement Agreement