

**FIRST AMENDMENT TO**  
**TECHS-202057096 /TECHS-202581825-01**  
**CAFR BUDGET BOOK MANAGEMENT SOFTWARE TOOL**

**THIS FIRST AMENDMENT** (the "First Amendment") to Agreement No. **TECHS-202057096 /TECHS-202581825-01** ("the Agreement") is made and entered into this 11 day of February, 2026, by and between:

**CITY OF COOPER CITY**, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50<sup>th</sup> Place, Cooper City, Florida, 33328, hereinafter referred to as the "City",

And

**IGM TECHNOLOGY CORP.**, a foreign corporation with a business address of 77 McMurrich St, Toronto, Ontario M5R3V3, CA, hereinafter referred to as "Assignor".

And

**IGM US HOLDINGS INC**, a Florida corporation company with a business address of 333 SE 2ND Ave, Suite 2000, Miami, FL 33131, hereinafter referred to as "Assignee".

The City, Assignor, and Assignee shall be collectively known as the "PARTIES."

**WHEREAS**, on November 29<sup>th</sup>, 2022, the City entered into an agreement with IGM TECHNOLOGY CORP to incorporate the terms and conditions of the Contract No.TECHS-202057096-00 between the City of Denver and the Assignor; and.

**WHEREAS**, pursuant to section 17 of the City of Denver Agreement allows for the first and final renewal for four (4) years and eleven (11) months, expiring on December 2, 2030 subject to a price increase of no more than three percent (3%) of the annual cost for the applicable renewal term; and

**WHEREAS**, the Parties seek to amend the Agreement by assigning the Assignor's interests/obligations under the Agreement to the Assignee, pursuant to Article 14.3 Assignments of the City of Cooper City piggyback contract; Amendments of the Agreement; and

**WHEREAS**, Assignor desires to assign its interests, duties, debts, liabilities, obligations and rights, whether known or unknown and whether asserted or unasserted under the under the Agreement to the Assignee; and

**WHEREAS**, Assignee agrees to assume all interests, duties, debts, liabilities, obligations and rights, whether known or unknown, whether asserted or unasserted, under the Agreement and agrees to be bound by the provisions, duties, liabilities and obligations of such Agreement. All references to the CONTRACTOR in the Agreement shall now mean **IGM US HOLDINGS INC**; and

**WHEREAS**, the City agrees to assign the Assignor's interests, duties, debts, liabilities, obligations and rights under the Agreement to the Assignee.

**WHEREAS**, all terms, covenants and conditions of the original Agreement and any amendments issued thereto shall remain in full force and effect, except to the extent herein amended.

**NOW, THEREFORE**, in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. Pursuant to Article 14.3 Assignments; Amendments, which states:

“This Agreement and any interests herein, shall not be assigned, transferred or otherwise encumbered under any circumstances by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.”

All interests, duties, debts, liabilities, obligations, and rights, whether known or unknown, whether asserted or unasserted, under the Agreement, have been assigned from **IGM TECHNOLOGY CORP** to **IGM US HOLDINGS INC**, and IMG US Holdings, INC. assumes all duties, liabilities, obligations, and rights set forth under the Agreement.

2. This Agreement shall be subject to a price increase of no more than three percent (3%) of the annual cost for the applicable renewal term.
3. This Assignment shall be governed by the laws of the State of Florida.
4. Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. Exhibits, even if not physically attached, shall be treated as part of this Agreement and are incorporated herein by reference.

By signing below, the Assignor and Assignee agree to this Amendment of Contract No. TECHS-202057096 /TECHS-202581825-01

ASSIGNOR:  
**IGM Technology Corp.**  
By: Michael Mattson  
59E174E5682C4C9  
Name: Michael Mattson  
Title: CRO  
Date: 2/11/2026 | 10:45 AM MST  
Attest: \_\_\_\_\_  
Corporate Secretary/Notary

**Corporate Secretary/Notary**

ASSIGNEE:  
**IGM US Holdings Inc.**  
By: Michael Mattson  
59E174E5682C4C9  
Name: Michael Mattson  
Title: CRO  
Date: 2/11/2026 | 10:45 AM MST  
Attest: \_\_\_\_\_  
Corporate Secretary/Notary

**Corporate Secretary/Notary**

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF COOPER CITY

IGM US HOLDINGS INC.

Date: \_\_\_\_\_

Date: February 11, 2026

\_\_\_\_\_  
CITY MAYOR

  
\_\_\_\_\_  
By:

\_\_\_\_\_  
CITY MANAGER

Michael Mattson  
\_\_\_\_\_  
NAME

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY BY:

Chief Revenue Officer  
\_\_\_\_\_  
TITLE

\_\_\_\_\_  
CITY ATTORNEY


  
\_\_\_\_\_  
WITNESSED BY:  
Eboue Reinbergs

\_\_\_\_\_  
CITY CLERK

~~STATE OF~~ Province of Ontario  
~~COUNTY OF~~ Country of Canada

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Michael Mattson, as Chief Revenue Officer of **IGM US HOLDINGS INC.**, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of Michael Mattson, as Chief Revenue Officer of **IGM US HOLDINGS INC.**, and who is personally known to me or has produced Driver's Licence as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this  
11 day of February, 2026.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Eboue Reinbergs  
\_\_\_\_\_  
Print or Type Name

My Commission Expires: Does not expire

**Three60Legal**  
Lawyers and Notaries Public  
820 Yonge Street, Unit C-16  
Toronto Ontario M4W 0A9  
1-877-360-0066



Eboue Talivaldis Tihal Reinbergs  
Barrister and Solicitor  
Notary Public and Commissioner of Oaths  
in and for the Province of Ontario.  
My commission is of unlimited duration.  
No legal advice given

