FOURTH AMENDMENT TO ATM LICENSE AGREEMENT
(Florida International University ATMs, Miami, Florida) (BE# 106336)

THIS FOURTH AMENDMENT TO ATM LICENSE AGREEMENT (this "Fourth Amendment") is entered into by THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES ("Licensor"), and WELLS FARGO BANK, N.A. ("Licensee"), as of the date this Fourth Amendment is executed by the last to sign of Licensor and Licensee as shown on the signature page(s) attached hereto.

Licensor and Licensee are parties to that certain ATM License Agreement dated March 1, 2010 (the "Original License"), as amended by that certain Extension Agreement dated February 28, 2013 (the "First Amendment"), as amended by that certain Amendment dated September 13, 2013 (the "Second Amendment", as further amended by that certain Amendment dated May 25, 2016 (the "Third Amendment"; the Original License, as modified by the First Amendment, Second Amendment, and Third Amendment is hereinafter referred to as the "License"), regarding those certain ATM locations at (i) the Modesto A. Maidique Campus, Graham Center, as more particularly described in the License (the "Graham Center ATM"); (ii) the Modesto A. Maidique Campus, PG-5/Market Station, as more particularly described in the License (the "PG-5/Market Station ATM"); and (iii) the Biscayne Bay Campus, Wolfe University Center (the "Wolfe Center ATM"); the Graham Center ATM, the PG-5/Market Station ATM, and the Wolfe Center ATM are hereinafter referred to as the "ATM Premises").

The parties agree as follows:

1. Capitalized Terms. Capitalized terms used in this Fourth Amendment that are not specifically defined herein have the meanings given such terms in the License, including any Amendments thereto.

2. Sales Tax. In addition to the License Fee, the parties agree that Licensee is also obligated pay to Licensor all applicable sales taxes. Any future sales tax payments shall accompany each License Fee Payment, without further demand, notice or set off, and Licensee shall also pay to FLU any unpaid taxes owed for previous License Fee payments.

3. Confirmation of License. Except as otherwise set forth in this Fourth Amendment, the License remains in full force and effect in accordance with its original terms and is binding on Licensor and Licensee, their respective heirs, executors, administrators, successors, and assigns.

4. Counterparts. This Fourth Amendment may not be executed in counterparts. This Fourth Amendment, along with any and all exhibits hereto, may be executed and delivered by facsimile signature by any of the parties to the other parties; to the extent permissible under Florida law, a facsimile signature shall have the same legal force and effect as an original signature and the receiving party may rely on the receipt of such document so executed and delivered by facsimile signature as if the original had been received.

5. Authority & Consent. Each party represents to the other that this Fourth Amendment has been duly authorized, executed, and delivered by and on behalf of such party and constitutes the valid, binding, and enforceable agreement of such party in accordance with the terms of this Fourth Amendment. In addition, each party represents that no consent of any third party (e.g., any lender) is required for Licensor to execute this Fourth Amendment.

6. No Construction Against Drafting Party. Licensor and Licensee acknowledge that each of them and their respective counsel have had an opportunity to review this Fourth Amendment and that this Fourth Amendment will not be construed for or against either party merely because such party prepared or drafted this Fourth Amendment or any particular provision thereof.

7. Confidentiality. Licensor shall hold the terms of this Fourth Amendment in strict confidence, and will not disclose same to any person other than to (i) Licensor's directors, officers, employees,
and partners, and (ii) those brokers, consultants, lenders, or other third parties working with Licensor in connection with this Fourth Amendment and who need to know such information for the purpose of consummating this transaction. This confidentiality obligation will not be applicable to disclosure of information required by applicable law, including but limited to Chapter 119 of the Florida Statutes, commonly known as the Florida Public Records Law.

8. **Effectiveness; Date.** This Fourth Amendment becomes effective when all parties have signed it. The date this Fourth Amendment is signed by the last party to sign it (as indicated by the date associated with that party’s signature) will be deemed the date of this Fourth Amendment. If a party signs but fails to date a signature, the date that the other party receives the signing party’s signature will be deemed to be the date that the signing party signed this Fourth Amendment, and the other party may inscribe that date as the date associated with the signing party’s signature.

9. **Merger/Prior Agreements.** THIS FOURTH AMENDMENT CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES. IT IS THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES’ AGREEMENT ON THE MATTERS CONTAINED IN THIS FOURTH AMENDMENT. ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS AND AGREEMENTS BETWEEN THE PARTIES ON THE MATTERS CONTAINED IN THIS FOURTH AMENDMENT ARE EXPRESSLY MERGED INTO AND SUPERSEDED BY THIS FOURTH AMENDMENT. THE PROVISIONS OF THIS FOURTH AMENDMENT MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS. IN ENTERING INTO THIS FOURTH AMENDMENT, THE PARTIES HAVE NOT RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS FOURTH AMENDMENT. THERE IS NO CONDITION PRECEDENT TO THE EFFECTIVENESS OF THIS FOURTH AMENDMENT OTHER THAN THOSE EXPRESSLY STATED IN THIS FOURTH AMENDMENT.

The parties hereby execute this Fourth Amendment to ATM License Agreement as of the dates set forth below.

**Licensee:**

WELLS FARGO BANK, N.A.

By: ____________

Print Name: Darlene McKinney

Title: Vice President

Date: 7/26/16

By: ____________

Print Name: Eamon Brennan

Title: Vice President

Date: 7/25/2016

**Licensor:**

THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

By: ____________

Print Name: Anie Martinez

Title: Associate Vice President

Date: 7/28/16

By: ____________

Print Name: Wendi Appelbaum

Title: Assistant General Counsel

Date: 7/21/16

Approved as to form and legality:

By: ____________

Print Name: Wendi Appelbaum

Title: Assistant General Counsel

Date: 7/21/16