AMENDMENT NUMBER ONE (1) TO THE AGREEMENT BETWEEN FIU AND HOTEL

This Amendment No. One (1) to the Agreement (the "**Amendment**") is made and entered into on the last date signed below (the "**Effective Date**"), by and between **The Florida International University Board of Trustees**, a public body corporate ("**FIU**" or "**University**"), for and on behalf of its various departments and colleges ("**Department**") and **Onyx Kendall Hotel, LLC,** Florida limited liability company, doing business as **Comfort Suites Kendall** whose address is 3901 SW 117 Avenue, Miami, FL 33175 (the "**Hotel**").

WHEREAS, the FIU and the Hotel entered into that Master Hotel Agreement dated **January 1, 2024** for accommodations, meeting space, and/or services for events; (Collectively the "**Agreement**");

WHEREAS, the parties desire to amend the Agreement as set forth herein.

NOW THEREFORE, for and in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to modify the original agreement as follows:

1. **Amendment.** The Maximum Rate Schedule outlined in Section 17 Rate Schedule in the Agreement dated January 1, 2024 is hereby amended to reflective the effective time period of **January 1, 2026** thru **December 31, 2026**. All blackout dates listed below shall apply for the period of January 1, 2026 through December 31, 2026. All other terms and conditions shall remain in effect.

Room Type & Dates	Jan – March 2026	April – May 2026	June – Sept 2026	Oct – Dec 2026
Room	$139	$119	$109	$129

2. Ratification. Except as modified hereby, all of the terms, covenants and conditions of the Agreement shall remain in full force and effect and are hereby ratified and affirmed.

3. Conflict. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

4. Capitalized Terms. All capitalized terms used herein but not expressly defined herein shall have the meaning ascribed thereto in the Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the duly authorized representatives of the parties have affixed their signatures, effective on the Effective Date written above.

FOR THE **HOTEL:**

Onyx Kendall Hotel DBA Comfort Suites Kendall

BY: Signed by: Alexander Solano 31318715A47F49B...

NAME & TITLE: ALEXANDER SOLANO, SALES COORDINATOR

DATE: 1/26/2026

BY:

NAME & TITLE:

DATE:

FOR **FIU:**

The Florida International University Board of Trustees

BY: DocuSigned by: Crystal Herrera F02EB06BBAB843C...

NAME & TITLE: Crystal Herrera, Interim Director of Procurement Services

DATE: 1/26/2026

FIU | FLORIDA INTERNATIONAL UNIVERSITY

Human Trafficking Attestation

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with The Florida International University Board of Trustees or any of its direct support organizations (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

2. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

3. Nongovernmental Entity has read the foregoing attestation, confirms that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

Comfort Suites Miami-Kendall
Nongovernmental Entity

Gregori Capella
Printed Name

General Manager
Title

Signature

1/20/2026
Date

Revised July, 2024

Certificate Of Completion

Envelope Id: AEA9A325-CB42-4697-8E63-4BE0024794B9
Status: Completed
Subject: Signature request on Contract Onyx Kendall Hotel, LLC
Source Envelope:
Document Pages: 3
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
FIU Jaggaer TCM (Contract+) Account
11200 S.W. 8TH ST.
PC 00511
MIAMI , FL 33199
tcm@fiu.edu
IP Address: 35.170.89.44

Record Tracking

Status: Original
1/23/2026 3:42:06 PM

Holder: FIU Jaggaer TCM (Contract+) Account
tcm@fiu.edu

Location: DocuSign

Signer Events	Signature	Timestamp
Alexander Solano mguarache@onyxhospitality.com Sales Manager Comfort Suites Miami - Kendall Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/27/2023 3:39:53 PM ID: 19038337-f5f8-4beb-8092-5e30d8965bb1	Signed by: Alexander Solano 31318715A47F49B... Signature Adoption: Pre-selected Style Using IP Address: 50.235.200.236	Sent: 1/23/2026 3:43:05 PM Viewed: 1/26/2026 10:07:42 AM Signed: 1/26/2026 10:10:22 AM
Crystal Herrera cherrera@fiu.edu Interim Director of Procurement Florida International University Board of Trustees Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Crystal Herrera F02EB06BBAB843C... Signature Adoption: Pre-selected Style Using IP Address: 107.214.153.103 Signed using mobile	Sent: 1/26/2026 10:10:23 AM Viewed: 1/26/2026 11:40:33 AM Signed: 1/26/2026 11:40:49 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/23/2026 3:43:05 PM
Certified Delivered	Security Checked	1/26/2026 11:40:33 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	1/26/2026 11:40:49 AM
Completed	Security Checked	1/26/2026 11:40:49 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Florida International University (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Florida International University:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: docusign@fiu.edu

To advise Florida International University of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@fiu.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Florida International University

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@fiu.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Florida International University

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to docusign@fiu.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Florida International University as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Florida International University during the course of your relationship with Florida International University.