

AMENDMENT TO THE AGREEMENT BETWEEN FIU AND HOTEL

This Amendment to the Agreement (the "Amendment") is entered into on this 29th day of French, 2016 (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 RLJ II – C Miramar Lessee, LLC, a Delaware limited liability company, on behalf of Courtyard by Marriott Miramar, whose address is 14500 Hotel Road, Miramar, Florida 33027, who is authorized to do business in the State of Florida (the "Hotel").

WHEREAS, the FIU and the Hotel entered into that Master Hotel Agreement dated March 31, 2015 for accommodations, meeting space, and/or services for events, (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, hereby remains the same for the period of <u>January 1, 2016</u> thru <u>December 31, 2016</u>. No blackout dates shall apply for the period of January 1, 2016 through December 31, 2016. All other terms and conditions remain the same.
- 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.





FOR THE HOTEL:

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

RLJ II – C Miramar Lessee, LLC on behalf of Courtyard by Marriott Miramar

NAME & TITLE: Director of Sales
DATE: 2/29/2016
BY: NAME & TITLE Director of Sales
DATE: 2/29/2016

The Florida International University Board of Trustees

NAME & TITLE: Kelly Loll, C.P.M

FOR FIU:

BY:

Director of Purchasing Services

DATE: 3/1/16