

**AMENDMENT NUMBER THREE (3) TO THE
AGREEMENT BETWEEN FIU AND HOTEL**

This Amendment No. Three to the Agreement (the "**Amendment**") is entered into on this 20th day of December, 2017 (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; as amended by that Amendment Agreement dated **March 31, 2016**; as further amended by that Amendment Agreement No. Two (2) dated **January 6th, 2017** (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 March 31, 2015, Amendment Agreement dated March 31, 2016 and Amendment Agreement dated January 6th, 2017, hereby remains the same for the period of **January 1, 2018** thru **December 31, 2018**. No blackout dates shall apply for the period of January 1, 2018 through December 31, 2018. All other terms and conditions shall remain the same including the room type, rates and dates for the period listed above.
- 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.

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

FOR THE **HOTEL:**

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

BY: Donald Kearns 
NAME & TITLE: Director of Sales

DATE: 12/20/2017

BY:

NAME & TITLE:

DATE:

FOR **FIU:**

The Florida International University Board of Trustees

BY: Kelly Loll
NAME & TITLE: Kelly Loll, C.P.M
Director of Procurement Services

DATE: 12/27/17