

**AMENDMENT NUMBER FIVE (5) TO THE  
AGREEMENT BETWEEN FIU AND HOTEL**

This Amendment No. Five (5) 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 **LR Miami Airport Hotel, LLC**, a **Delaware limited liability company**, doing business as **Pullman Miami Airport Hotel**, whose address is **5800 Blue Lagoon Drive, Miami, FL 33126**, who is authorized to do business in the State of Florida (the “**Hotel**”).

**WHEREAS**, the FIU and Accor Business and Leisure Management, LLC, A Delaware limited liability company (the “**Original Hotel**”), doing business as Sofitel Miami, entered into that Master Hotel Agreement dated **December 22, 2015**, for accommodations, meeting space, and/or services for events; as amended by that Amendment Agreement dated **June 2, 2016**; as further amended by that Amendment No. Two (2) to Agreement dated **January 5, 2017**; as further amended by that Amendment No. Three (3) to Agreement dated **December 21, 2017**; as further amended by that Amendment No. Four (4) to Agreement dated **November 29, 2018** between the FIU and MIA BL Hotel Partners, LLC, a Delaware limited liability company (the “**Revised Hotel**”), doing business as Pullman Miami Airport (Collectively, the “**Agreement**”);

**WHEREAS**, the FIU has been advised by the Hotel that effective December 2nd, 2019, the Revised Hotel’s name was changed and will hereto forth be known by the Hotel’s name, and that Hotel has been assigned all rights, title and interests of the Original Hotel, including but not limited to 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, Amendment Agreement dated June 2, 2016 and Amendment No. Two (2) to the Agreement dated **January 5, 2017**; as further amended by that Amendment No. Three (3) to Agreement dated **December 21, 2017**, as further amended by that Amendment No. Four (4) to Agreement dated **November 29, 2018** is hereby amended as follows for the period of **January 1, 2020** thru **December 31, 2020**. Blackout dates listed shall apply for the period of January 1, 2020 through December 31, 2020. All other terms and conditions shall remain in full effect.

<b>Room Type &amp; Dates</b>	<b>Jan. 1 – Apr. 4</b>	<b>Apr. 16 – Jun 30</b>	<b>Jul. 1 – Sept 30</b>	<b>Oct. 1 – Dec. 31</b>
Superior King or Double Rooms	\$181.00	\$129.00	\$107.00	\$155.00
Deluxe King or Double Rooms	\$196.00	\$144.00	\$122.00	\$170.00

Deluxe room upgrades can be reserved for an additional \$15

Superior Suite upgrades can be reserved for an additional \$40

**2020 Revised Blackout Dates:**

Superbowl: January 30 – February 2, 2020

Miami Boat Show: February 11- February 16, 2020

NASCAR: March 18 – March 22, 2020

Ultra-Music Festival: March 27 - March 28, 2020

Art Basel: December 1 – December 5, 2020

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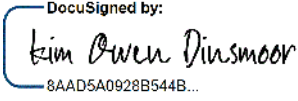
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IN WITNESS WHEREOF, the duly authorized representatives of the parties have affixed their signatures, effective on the Effective Date written above.

**FOR THE HOTEL:**

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**LR Miami Airport Hotel, LLC  
dba Pullman Miami Airport**

BY:   
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NAME & TITLE: Kim Owen Dinsmoor                      Director of Sales & Marketing

DATE: 1/6/2020

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BY: \_\_\_\_\_  
NAME & TITLE:

DATE: \_\_\_\_\_

**FOR FIU:**

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**The Florida International University Board of Trustees**

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

DATE: 1/6/2020

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