

## AMENDMENT NUMBER SEVEN (7) TO THE AGREEMENT BETWEEN FIU AND HOTEL

This Amendment No. Seven (7) 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") and as further amended by that Amendment No. Five (5) to Agreement dated January 6, 2020, and as further amended by that Amendment No. Six (6) dated <u>January 8, 2021</u> (Collectively, the "<u>Agreement</u>");

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, as further amended by that Amendment No, Five (5) dated January 6. 2020, as further amended by that Amendment No. Six (6) January 8, 2021 is hereby amended as follows for the period of January 1, 2022 thru December 31, 2022. Blackout dates listed shall apply for the period of January 1, 2022 through December 31, 2022. All other terms and conditions shall remain in full effect.

Room Type & Dates	Jan. 1 – Apr. 4	Apr. 5 – Jun 30	Jul. 1 – Sept 30	Oct. 1 – Dec. 31
Superior Single/				
Double Rooms	\$159.00	\$132.00	\$109.00	\$159.00
Deluxe Room	\$174	\$147	\$124	\$174

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\*FIU is a tax-exempt entity and shall comply with the language outlined in the Master Agreement.

Superior Suite upgrades can be reserved for an additional \$40 daily Discounted overnight parking \$9.00 per vehicle Breakfast additional at \$15.00 per day 6:00 PM Cancellation (cancel reservations up to 6:00 pm on the date prior to arrival)

### **2022 Revised Blackout Dates:**

Miami Boat Show: February 14 - February 23, 2022 Ultra-Music Festival: March 25 - March 27, 2022

Bitcoin: April 6 – April 10, 202 Formula 1: May 6 – May 9, 2022 Memorial Day May 27 – May 31, 2022 Rolling Loud: July 22 – 24, 2022

Labor Day: September 2 – September 4, 2022 Thanksgiving: November 24 – 28, 2022 Art Basel: December 1 – December 6, 2022

- **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	HO	TEL:

BY:

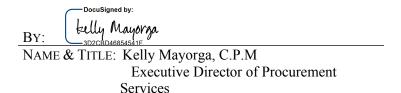
# LR Miami Airport Hotel, LLC dba Pullman Miami Airport

Maridol Ortiz-Perez

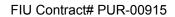
NAME & TITLE: Maridol Ortiz-PereAssociate Director ofsales
DATE: 1/25/2022
BY:
NAME & TITLE:
DATE:

FOR FIU:

## The Florida International University Board of Trustees



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DATE: 1/28/2022