

## Settlement Agreement and General Release

This Settlement Agreement and General Release ("Agreement") is made and entered into as of \_\_\_\_\_, 2010, by and between **Host International, Inc.**, a Delaware corporation ("Tenant"), and **CITY OF SAN JOSE**, a municipal corporation ("City").

### RECITALS

A. On February 2, 2009, The City of San Jose entered into a Retail Concession Agreement with Tenant whereby Tenant is obligated to finance, design, construct and manage and/or operate retail space at the Norman Y. Mineta San Jose International Airport ("Airport").

B. Tenant completed the design and obtained a building permit for the Sunset News retail concession at location TA+1b in Terminal A based on the dimensions specified in the Retail Concession Agreement.

C. A conflict was identified by City staff with the retail concession location TA+1b and holdroom seating at the adjacent airline gates. In order to maximize the limited holdroom seating available, the City requested Tenant redesign the retail location TA+1b to a space with different dimensions.

D. Tenant has agreed to redesign concession location TA+1b and City has agreed to reimburse Tenant for the associated planning, design and permit costs incurred as a result of changes to the retail location TA + 1b.

### AGREEMENT:

1. Subject to the terms and conditions contained herein, the City agrees to pay Tenant an amount not to exceed **THIRTY TWO THOUSAND FIVE HUNDRED SIXTY No/100 DOLLARS (\$32,560.00)** in compensation for any and all claims ("Settlement Payment") within thirty (30) business days after the date the Tenant provides the documentation pertaining to the costs related to the redesign of the space.

2. Tenant hereby acknowledges that the Settlement Payment paid to Tenant through this Agreement constitutes the full and complete settlement of any and all claims against City, specifically including, but not limited to, lost income, interest, the value of improvements pertaining to the redesign of concession location TA+1b, and any and all other claims that Tenant may have, whether or not specifically mentioned here, relating directly or indirectly to the redesign of concession location TA+1b. Tenant

acknowledges that it has been advised of the nature and extent of reimbursement available to it and it has had the opportunity to seek legal counsel. Tenant, its' agents, representatives, successors, assigns, administrators, executors, heirs, and beneficiaries, hereby and forever release the City from any and all claims for relocation payments or benefits arising out of, or in any way relating to, City's request to redesign concession location TA+1b. By such release Tenants expressly waives its' rights, if any, under California Civil Code Section 1542 which provides: "A General Release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which if known by him must have materially affected his settlement with the debtor."

3. Upon payment to Tenant of the Settlement Payment, the City shall have no further obligation to Tenant under any reimbursement related to the redesign of the Sunset News at location TA+1b.
4. By the signature of the authorized representative of Tenant below, Tenant agrees to indemnify and hold harmless the City from and against all claims, demands, actions, damages, losses, costs, expenses (including attorneys' fees) or liability due to, or based upon, the assertion by any persons or entities not a party to this Agreement that such third parties are entitled to any portion of the Settlement Payment being paid by the City to Tenant.
7. Each of the Parties is entering into this Agreement to compromise a potential dispute as to the amount of compensation to be paid by the City to Tenant arising from or due to the City's requested redesign of the Sunset News at location TA+1b, and this Agreement is made in good faith.
8. In effecting this Agreement, each signatory hereto certifies that he or she has read this Agreement in its entirety and fully understands it. This Agreement has been fully negotiated between the City and Tenant.
9. Each of the parties will execute and deliver to the other additional documents or instruments, and to take such additional actions as are required to implement the terms and conditions of this Agreement.
10. Except as may be set forth herein, the rights and obligations arising out of this Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assignees of the respective parties hereto, and each of them.
11. This Agreement is made, executed and entered into and is intended to be performed in the State of California, County of Santa Clara, and is to be construed under California law.
12. Interpretation. The parties acknowledge that each has had the opportunity to

seek counsel to review the contents of this Agreement and that, for the purposes of this Agreement, neither party shall be deemed the drafter. This Agreement shall be interpreted and construed only by the contents thereof, and there shall be no presumption or standard of construction in favor of or against either party.

13. This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument, and all, when taken together, shall constitute the Agreement.
14. Time is of the essence in the performance of this Agreement.
15. Each party to this Agreement will bear its own attorneys fees, and costs incurred.

"CITY"

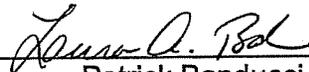
APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation

By: \_\_\_\_\_  
KEVIN FISHER  
Senior Deputy City Attorney

By: \_\_\_\_\_  
LEE PRICE, MMC  
City Clerk

"Tenant"  
HOST INTERNATIONAL, INC., a  
Delaware corporation

  
\_\_\_\_\_  
~~Patrick Banducci~~  
Title: ~~Sr. Vice President~~  
~~Business Development~~  
Mail Address:  
6905 Rockledge Drive  
Bethesda, MD 20817

Laura A. Babin  
Secretary

Host International, Inc.  
Settlement Agreement and General Release, Sunset News  
3/4/10

**MARYLAND**  
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of ~~California~~ Maryland  
County of Montgomery }

On 03/29/10 before me, Lois A. Sprinkle, Notary  
Date Here Insert Name and Title of the Officer

personally appeared Laura A. Babin, Secretary  
Name(s) of Signer(s)  
of Host International, Inc.



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lois A. Sprinkle  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

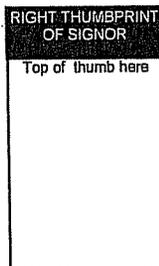
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Attorney in Fact
- Trustee
- Guardian or conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

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- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Attorney in Fact
- Trustee
- Guardian or conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

