

**ASSIGNMENT AND ASSUMPTION AGREEMENT
AND
FIRST AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT AND FIRST AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement"), dated as of September 6, 2013, is by and between Host International, Inc., a Delaware corporation ("HII"), and WDFG US, Inc., a Delaware corporation ("Buyer").

WHEREAS, HII is the sole owner of all of the outstanding equity interests (the "Purchased Interests") of WDFG North America LLC, a Delaware limited liability company ("WDFGNA"), and is the sole member of WDFGNA;

WHEREAS, WDFGNA is governed by and operated pursuant to the terms and provisions of a Limited Liability Company Agreement, dated as of June 15, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Company Agreement"); and

WHEREAS, HMSHost Corporation, a Delaware corporation, HII, World Duty Free Group, S.A.U., a Spanish corporation, and Buyer entered into that certain Asset and Unit Purchase Agreement, dated as of July 30, 2013, (the "Purchase Agreement"), providing for, among other things, HII to sell, transfer, assign and deliver the Purchased Interests to Buyer;

WHEREAS, HII now desires to sell, transfer, assign and deliver the Purchased Interests to Buyer, and Buyer desires to acquire the Purchased Interests;

WHEREAS, HII and Buyer now desire for HII to withdraw as a member of WDFGNA and for Buyer to be admitted as the sole member of WDFGNA; and

WHEREAS, HII and Buyer desire to amend the Company Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Transfer of Purchased Interests. Pursuant to Section 5.2 of the Company Agreement and pursuant to the terms of the Purchase Agreement, HII hereby sells, transfers, assigns and delivers to Buyer, and Buyer hereby purchases and accepts from HII, all of HII's right, title and interest in and to the Purchased Interests, free and clear of any Encumbrances (as such term is defined in the Purchase Agreement). This Agreement and each of the transactions consummated hereby shall be effective as of 11:59 p.m. (Eastern Time) on September 6, 2013.

2. Assumption of Obligations. In accordance with and pursuant to the terms of the Purchase Agreement, Buyer hereby assumes and agrees to perform and to be bound by each and every term and provision of the Company Agreement, and Buyer hereby assumes the obligations of HII under the Company Agreement as if Buyer had executed the Company Agreement originally with respect to the Purchased Interests and, in furtherance thereof, hereby agrees that

by its execution of this Agreement it shall be and become a party to the Company Agreement as a member. Except as otherwise expressly set forth herein, neither the making nor acceptance of this Agreement shall enlarge, restrict or otherwise modify the terms of the Company Agreement.

3. Amendments to Company Agreement. Pursuant to Section 8.1 of the Company Agreement, the Company Agreement is hereby amended such that all references to “Host International, Inc.” (including in Exhibit A thereto) shall be deemed to be references to “WDFG US, Inc.”, and HII hereby consents to such amendment.

4. Withdrawal of HII; Admission of Buyer. Pursuant to Sections 5.2 and 5.3 of the Company Agreement, HII hereby withdraws as the sole member of the Company and Buyer is hereby admitted as the sole member of the Company.

5. Appointment of Officers. Pursuant to Section 2.2 of the Company Agreement, the current officers of WDGNA set forth in Schedule 2.2 to the Company Agreement are hereby removed and each of the following individuals is hereby appointed to the office(s) set forth opposite such individual’s name to serve as an officer of WDFGNA until such individual resigns, retires, dies, becomes disabled or is removed in accordance with Section 2.2 of the Company Agreement:

Name	Office
Padraig D. Drennan	President
Fernando Nadal	Treasurer
Antoni Felany Bender	Secretary

6. Inconsistent or Conflicting Provisions. Notwithstanding the foregoing, this Agreement is executed pursuant to, and is subject to, the provisions of the Purchase Agreement, and nothing herein shall affect, expand, diminish or otherwise modify the representations, warranties, covenants or obligations of any of the parties thereunder. If a provision of this Agreement is inconsistent or conflicts with the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and prevail.

7. Counterparts. This Agreement may be executed and delivered in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

8. Headings. Headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

9. Governing Law. This Agreement shall be subject to the dispute resolution provisions set forth in Section 9.6 of the Purchase Agreement. **EACH PARTY HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE**

UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed by its respective officer thereunto duly authorized, all as of the day and year first above written.

HOST INTERNATIONAL, INC.

By: 

Name:

Title:

**Paul Mamalian
President**

WDFG US, INC.

By: _____

Name:

Title:

By: _____

Name:

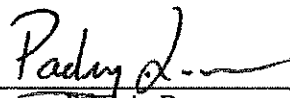
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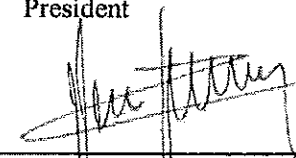
IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed by its respective officer thereunto duly authorized, all as of the day and year first above written.

HOST INTERNATIONAL, INC.

By: _____
Name:
Title:

WDFG US, INC.

By: 
Name: Padraig Drennan
Title: President

By: 
Name: Antoni Felany Bender
Title: Secretary