
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported): October 18, 2015

WEIGHT WATCHERS INTERNATIONAL, INC.
(Exact name of registrant as specified in its charter)

Virginia
(State or other jurisdiction
of incorporation)

001-16769
(Commission
File Number)

11-6040273
(IRS Employer
Identification No.)

675 Avenue of the Americas, 6th Floor, New York, New York
(Address of principal executive offices)

10010
(Zip Code)

Registrant's telephone number, including area code: (212) 589-2700

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement .*Strategic Collaboration Agreement*

On October 18, 2015 (the “Agreement Date”), Weight Watchers International, Inc. (the “Company”) entered into a Strategic Collaboration Agreement with Ms. Oprah Winfrey (the “Strategic Collaboration Agreement”), pursuant to which Ms. Winfrey granted the Company the right to use, subject to her approval, her name (including the marks OPRAH and OPRAH WINFREY), image, likeness and endorsement for and in connection with the Company, its programs, products and services (including in advertising, promotion, materials and content), and the Company granted Ms. Winfrey the right to use its WEIGHT WATCHERS marks to collaborate with and promote the Company and its programs, products and services. The Strategic Collaboration Agreement has an initial term of five years, with additional successive one year renewal terms. During this period, Ms. Winfrey will consult with the Company and participate in developing, planning, executing and enhancing the Weight Watchers program and related initiatives, and provide it with services in her discretion to promote the Company, its programs, products and services, including in advertisements and promotions, and making personal appearances on its behalf. Ms. Winfrey will not grant anyone but the Company the right to use her name (including the marks OPRAH and OPRAH WINFREY), image, likeness or endorsement for or in connection with any other weight loss or weight management programs during the term of the Strategic Collaboration Agreement, and she will not engage in any other weight loss or weight management business, program, products, or services during the term of the Strategic Collaboration Agreement and for one year thereafter.

Share Purchase Agreement

On October 18, 2015, the Company entered into a Share Purchase Agreement (the “Share Purchase Agreement”) with Ms. Winfrey, pursuant to which the Company will issue and sell to Ms. Winfrey an aggregate of 6,362,103 shares (the “Purchased Shares”) of the Company’s common stock, no par value per share (the “Common Stock”), at a price per share of \$6.79 (the closing price per share on the last trading day prior to the Agreement Date) for an aggregate purchase price of \$43,198,679.37. The Company expects to close the issuance and sale of the Purchased Shares (the “Share Purchase”) as promptly as practicable after the Agreement Date, when certain customary closing conditions are met. Upon the closing of the Share Purchase (and without giving effect to any shares of Common Stock issuable upon exercise of the grant of the Option referred to and as defined below), Ms. Winfrey will beneficially own approximately 10% of the Company’s issued and outstanding Common Stock.

The Purchased Shares may not be transferred by Ms. Winfrey within the first two years of the Agreement Date, subject to certain limited exceptions. Thereafter, Ms. Winfrey may generally transfer up to 15% of the Purchased Shares prior to the third anniversary of the Agreement Date, up to 30% prior to the fourth anniversary of the Agreement Date and up to 60% prior to the fifth anniversary of the Agreement Date. On or after the fifth anniversary of the Agreement Date, Ms. Winfrey will be permitted to transfer all of the Purchased Shares. In the event that Ms. Winfrey proposes to transfer any Purchased Shares or Option Shares (as defined below), the Company will have (a) a right of first offer with respect to such shares if such transfer is (i) for 1% or more of the Company’s issued and outstanding Common Stock that is proposed to be made pursuant to Rule 144 under the Securities Act of 1933, as amended (the “Securities Act”) or (ii) proposed to be sold under a resale shelf registration statement or (b) a right of first refusal with respect to such shares if such transfer is (i) for 1% or more of the Company’s issued and outstanding Common Stock and is proposed to be made to a competitor of the Company or (ii) for 5% or more of the Company’s issued and outstanding Common Stock. Such transfer restrictions, right of first offer and right of first refusal terminate if Ms. Winfrey then has the right to be nominated as a director and has met certain eligibility requirements under the Share Purchase Agreement, but is not elected as a director of the Company. Such transfer restrictions also terminate if there is a change of control, including if another person (or group), other than Artal Luxembourg S.A. (“Artal”) and Ms. Winfrey and their respective affiliates, acquires more than 50% of the total voting power of the Company.

Under the Share Purchase Agreement, Ms. Winfrey will, beginning on the third anniversary of the Agreement Date, have the right to demand registration of any outstanding shares of Common Stock held by her and certain permitted transferees that are not then subject to the transfer restrictions described in the immediately preceding paragraph and (other than in connection with a demand for a resale shelf registration) are not otherwise permitted to be sold under Rule 144. Ms. Winfrey may exercise such demand rights twice (but not more than one time in any six-month period). Ms. Winfrey will also have customary piggyback rights with respect to such Common Stock beginning on

the second anniversary of the Agreement Date. Such demand and piggyback rights terminate on the date that Ms. Winfrey and certain permitted transferees own less than 3% of the Company's issued and outstanding Common Stock. In addition, such demand rights will be accelerated under the same director service circumstances that would result in the termination of the transfer restrictions referred to in the immediately preceding paragraph.

The Share Purchase Agreement also provides Ms. Winfrey with the right to be nominated as director of the Company for so long as she and certain permitted transferees own at least 3% of the Company's issued and outstanding Common Stock. In accordance with the terms of the Share Purchase Agreement, the Company's Board of Directors (the "Board") has appointed Ms. Winfrey as a director of the Company, to be effective immediately after, and only upon, the closing of the Share Purchase. The information set forth under Item 5.02 is incorporated by reference in this Item 1.01.

The foregoing description is qualified in its entirety by reference to the Share Purchase Agreement, a copy of which is filed herewith as Exhibit 10.1 and is incorporated by reference herein.

Option Agreement

In consideration of Ms. Winfrey entering into the Strategic Collaboration Agreement and the performance of her obligations therein, on October 18, 2015, the Company granted Ms. Winfrey a fully vested option (the "Option") to purchase 3,513,468 shares of Common Stock. The Option was not granted under the Company's Amended and Restated 2014 Stock Incentive Plan (the "2014 Plan"), but incorporates terms that are substantially similar to the terms of the 2014 Plan, other than the restriction on the maximum number of options that may be granted in any calendar year. The term sheet, which includes the terms and conditions appended thereto, relating to the grant of the Option is referred to as the Option Agreement. The shares issuable upon exercise of the Option represent approximately 5% of the Company's issued and outstanding Common Stock on a fully diluted basis, assuming all outstanding options and restricted stock awards have been exercised and/or converted (and after giving effect to the issuance of the Purchased Shares). In the fourth quarter of fiscal 2015, the Company will record as an expense the approximately \$14 million full value of the Option (based on the Black Scholes option pricing model).

The Option is exercisable at a price of \$6.97 per share, which represents the greater of (a) the closing price per share of the Common Stock on The New York Stock Exchange on October 16, 2015 and (b) the average closing price of a share of the Common Stock on The New York Stock Exchange for the five trading day period immediately preceding and including the date of the grant. The Option is exercisable, in whole or in part, at any time after the effectiveness of the shareholder consent described below in Item 5.07 and prior to the tenth anniversary of the Option grant date, subject to earlier termination under certain circumstances. The Option will terminate under certain circumstances, including if (i) the Strategic Collaboration Agreement expires as a result of Ms. Winfrey's decision not to renew the term of such agreement and (ii) a change in control (as defined in the 2014 Plan) of the Company occurs.

Subject to certain limited exceptions, shares of Common Stock issuable upon exercise of the Option (the "Option Shares") generally may not be transferred by Ms. Winfrey within the first year of the Agreement Date. Thereafter, Ms. Winfrey generally may transfer up to 20% of the Purchased Shares prior to the second anniversary of the Agreement Date, up to 40% prior to the third anniversary of the Agreement Date, up to 60% prior to the fourth anniversary of the Agreement Date and up to 80% prior to the fifth anniversary of the Agreement Date. On or after the fifth anniversary of the Agreement Date, Ms. Winfrey will be permitted to transfer all of the Option Shares. Pursuant to the Share Purchase Agreement, in the event that Ms. Winfrey proposes to transfer any Option Shares, the Company will have a right of first offer or a right of first refusal with respect to such shares as described above. Such transfer restrictions terminate under the same director service and change of control circumstances that would result in the termination of the transfer restrictions relating to the Purchased Shares as described above.

The foregoing description is qualified in its entirety by reference to the Option Agreement, a copy of which is filed herewith as Exhibit 10.2 and is incorporated by reference herein.

Voting Agreement

Artal entered into a Voting Agreement with Ms. Winfrey on October 18, 2015, pursuant to which Ms. Winfrey agreed to vote all of her Common Stock or preferred stock of the Company and other securities convertible into or exercisable or exchangeable for any Common Stock or preferred stock of the Company so as to elect such individuals designated by Artal.

In addition, if Ms. Winfrey (or certain permitted transferees) fails to vote in accordance with the Voting Agreement, then Ms. Winfrey (and such permitted transferees) grants, pursuant to the Voting Agreement, Artal a proxy to vote all such Common Stock, preferred stock and other securities in the manner provided in the immediately preceding paragraph.

The Voting Agreement terminates on the date that any of the following occurs: (i) Artal (and certain permitted transferees) and Ms. Winfrey (and certain permitted transferees) collectively own less than 50% of the Company's issued and outstanding Common Stock, (ii) Ms. Winfrey then has the right to be nominated as a director and has met certain eligibility requirements under the Share Purchase Agreement, but is not elected as a director of the Company, (iii) Ms. Winfrey (and certain permitted transferees) collectively own less than 1% of the Company's issued and outstanding Common Stock, (iv) the voting and related arrangements in the Voting Agreement, in the Company's reasonable determination, constitutes a "change of control" in any of the Company's debt agreements or (v) the parties to the Voting Agreement terminate such agreement by written consent.

As a result of entering into the Voting Agreement, Artal and Ms. Winfrey will be acting as a "group" within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). As a result, the Company will continue to qualify as a "controlled company" under the applicable rules of The New York Stock Exchange.

Item 3.02 Unregistered Sales of Equity Securities.

The descriptions of the Share Purchase Agreement and Option Agreement set forth under Item 1.01 are incorporated by reference in this Item 3.02. The shares issued pursuant to the Share Purchase Agreement were issued without registration under the Securities Act, in reliance upon the exemption provided in Section 4(a)(2) thereunder ("Section 4(a)(2)"). To the extent the Option grant constitutes a sale of securities under the federal securities laws, such issuance was also made in reliance upon the exemption provided in Section 4(a)(2). Ms. Winfrey provided a written representation to the Company that she qualifies as an "accredited investor" as that term is defined in Rule 501 under the Securities Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Appointment of Ms. Winfrey

On October 18, 2015, the Board increased the number of directors on the Board from nine to ten and, in accordance with the Share Purchase Agreement, appointed Ms. Winfrey as a director of the Company, effective immediately after, and only upon, the closing of the Share Purchase, to fill the resulting vacancy. Ms. Winfrey will serve as a Class II director whose term will expire in 2018, subject to her election by the Company's shareholders at the Company's 2016 annual meeting of shareholders as required under the laws of the Commonwealth of Virginia.

Ms. Winfrey will receive the Company's standard compensation provided to all the Company's non-employee directors for service on the Board (currently \$75,000 per annum, payable quarterly, half in cash and half in Common Stock), and such amounts shall be prorated with respect to 2015 based on her only serving on the Board as of the fourth fiscal quarter of 2015. Ms. Winfrey will also receive the standard grant of Common Stock (currently 1,000 shares per annum) that is granted on December 15th of each fiscal year. All shares of common stock of the Company granted to a director are subject to transfer restrictions such that the shares cannot be sold or transferred until the director is no longer serving on the Board.

The information set forth under Item 1.01 is incorporated by reference in this Item 5.02.

Item 5.07. Submission of Matters to a Vote of Security Holders.

On October 18, 2015, Artal, which, as of such date, controlled a majority of the voting power of the outstanding Common Stock, executed a written consent approving the grant of the Option. Such approval is to be effective on the date that is 20 calendar days after the date the Information Statement (as defined below) is first sent or given to shareholders of the Company who did not execute the written consent approving the grant of the Option but were entitled to vote on the date the written consent was delivered to the Company.

Pursuant to rules adopted by the Securities and Exchange Commission under the Exchange Act, a Schedule 14C Information Statement (the “Information Statement”) will be sent or given to the shareholders of the Company who did not execute the written consent approving the grant of the Option but were entitled to vote on the date the written consent was delivered to the Company.

Item 8.01. Other Events .

A copy of the Company’s press release regarding the matters described above has been filed as Exhibit 99.1 to this Current Report on Form 8-K, and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits .**(d) Exhibits.**

Exhibit 10.1 Share Purchase Agreement, dated October 18, 2015, between the Company and Oprah Winfrey.

Exhibit 10.2 Option Agreement, dated October 18, 2015, between the Company and Oprah Winfrey.

Exhibit 99.1 Press Release, dated October 19, 2015.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

WEIGHT WATCHERS INTERNATIONAL, INC.

DATED: October 19, 2015

By: /s/ Nicholas P. Hotchkin

Name: Nicholas P. Hotchkin

Title: Chief Financial Officer

Exhibit Index

<u>Exhibit</u>	<u>Description</u>
Exhibit 10.1	Share Purchase Agreement, dated October 18, 2015, between the Company and Oprah Winfrey.
Exhibit 10.2	Option Agreement, dated October 18, 2015, between the Company and Oprah Winfrey.
Exhibit 99.1	Press Release, dated October 19, 2015.

SHARE PURCHASE AGREEMENT

BY AND BETWEEN

OPRAH WINFREY

AND

WEIGHT WATCHERS INTERNATIONAL, INC.

DATED AS OF OCTOBER 18, 2015

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SHARE PURCHASE AGREEMENT

SHARE PURCHASE AGREEMENT, dated as of October 18, 2015 (as amended, supplemented or otherwise modified from time to time, this “**Agreement**”), by and between Oprah Winfrey, an individual having a mailing address at c/o Harpo, Inc. 1041 North Formosa Avenue, West Hollywood, CA 90046 (“**OW**”), and Weight Watchers International, Inc., a Virginia corporation (the “**Company**”).

WITNESSETH:

WHEREAS, the Company desires to issue and sell, and OW desires to purchase, 6,362,103 shares (the “**Purchased Shares**”) of the Company’s common stock, no par value per share (the “**Common Stock**”), on the terms set forth herein; and

WHEREAS, substantially concurrently with the execution and delivery of this Agreement, the Company and OW shall execute and deliver the Option Agreement (as defined below) and the Company and OW shall execute and deliver the Strategic Collaboration Agreement (as defined below), and the Company shall on the date hereof issue the Granted Options to OW pursuant to the Option Agreement; and

WHEREAS, substantially concurrently with the execution and delivery of this Agreement, Artal Luxembourg S.A., a Luxembourg Societe Anonyme (“**Artal**”), and OW shall execute and deliver the Voting Agreement (as defined below).

NOW THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Defined Terms.

(a) “**144 Sale**” means (i) a Transfer of Shares (including in any broker assisted cashless exercise) pursuant to Rule 144 under the Securities Act and (ii) for purposes of Article VII only, any Transfer of Shares pursuant to a Resale Shelf Registration Statement.

(b) “**Affiliate**” of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise.

(c) “ **Articles** ” means the Company’s Amended and Restated Articles of Incorporation, as amended, as in effect as of the date hereof.

(d) “ **Board of Directors** ” means the Board of Directors of the Company.

(e) “ **Bylaws** ” means the Amended and Restated Bylaws of the Company, as in effect as of the date hereof.

(f) “ **Change in Control** ” means the occurrence of any of the following:

(1) the sale, lease or transfer, in one or a series of related transactions, of all or substantially all of the assets of the Company to any Person other than a Permitted Holder; or

(2) at any time, the Company becomes aware of (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) the acquisition by any Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision), other than the Permitted Holders, in a single transaction or in a related series of transactions, by way of merger, consolidation or other business combination or purchase of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act, or any successor provision) of 50% or more of the total voting power of the Voting Stock of the Company.

(g) “ **Charitable Organization** ” means The Oprah Winfrey Charitable Foundation or any successor thereto that is an organization described in paragraphs (1) through (5) of Section 170(c) or Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

(h) “ **Eligible Registration Statement** ” means any registration statement (other than (i) a registration statement on Form S-4 or Form S-8 or any similar or successor form or (ii) with respect to any corporate reorganization or transaction under Rule 145 of the Securities Act or other business combination or acquisition transaction, any registration statement related to the issuance or resale of securities issued in such a transaction) filed by the Company under the Securities Act in connection with any primary or secondary offering of Common Stock for the account of the Company and/or any shareholder of the Company, whether or not through the exercise of any registration rights.

(i) “ **Exchange Act** ” means the Securities Exchange Act of 1934, as amended.

(j) “ **Family Member** ” means, with respect to any natural person, (i) any child, stepchild, grandchild or more remote issue, parent, stepparent, grandparent, spouse, domestic partner, sibling, child of sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, cousin and adoptive relationships (each, a “ **family member** ”) or estate of such family member or (ii) any foundation, trust, family limited partnership, family limited liability company or other entity created and used for estate planning purposes, so long as any such foundation, trust, family limited partnership, family limited liability company or other entity is controlled by, for the benefit of, or owned by such natural person or one or more persons described in clause (i) (such entities referred to in this clause (ii), the “ **Permitted Estate Vehicles** ”).

(k) “**GAAP**” means U.S. generally accepted accounting principles.

(l) “**Granted Options**” means the options granted pursuant to the Option Agreement pursuant to which 3,513,468 shares of Common Stock are issuable upon the exercise thereof.

(m) “**Holder**” means any Person owning of record Common Stock or options exercisable for, with or without consideration, any Common Stock.

(n) “**Investors**” means (i) Artal, (ii) Oprah Winfrey and her Family Members and (iii) the Charitable Organization.

(o) “**Law**” means any domestic or foreign, U.S. Federal, state, municipality or local law, statute, ordinance, code, rule, or regulation or common law.

(p) “**Lien**” means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, including any agreement to give any of the foregoing.

(q) “**Lock-Up Securities**” means (i) any Common Stock or Preferred Stock of the Company, (ii) any security convertible into or exercisable or exchangeable for, with or without consideration, any Common Stock or Preferred Stock of the Company (including any option to purchase such a security), (iii) any security carrying any option, warrant or right to subscribe to or purchase any Common Stock or Preferred Stock of the Company or other security referred to in clause (ii), or (iv) any such option, warrant or right.

(r) “**Option Agreement**” means the Weight Watchers International, Inc. Consultant Term Sheet for Consultant Stock Option Awards, including the Terms and Conditions relating thereto, dated the date hereof, pursuant to which the Granted Options are granted to OW by the Company.

(s) “**Order**” means any decree, order, judgment, writ, award, injunction, rule or consent of or by a Governmental Entity.

(t) “**OW Group**” means OW and each and every OW Transferee. Unless the Company is otherwise notified in writing by OW, OW shall at all times serve as the designated representative to act on behalf of the OW Group for purposes of this Agreement and shall have the sole power and authority to bind the OW Group with respect to all provisions of this Agreement; provided, however, that if OW ceases to serve as the designated representative of the OW Group, then OW (or her designated legal representative in the case of her death or permanent disability) shall have the power to designate a new designated representative of the OW Group, which designee (and any successor thereafter designated and appointed) shall have the sole power and authority to bind the OW Group with respect to all provisions of this Agreement. The Company shall be entitled to rely on all actions taken by OW or such designee on behalf of the OW Group.

(u) “**OW Transferee**” means each and every direct and indirect transferee of OW (including transferees of Shares from any member of the OW Group so long as such Shares were originally held by OW) pursuant to a Permitted Transfer (excluding clause (iv) of the definition of “Permitted Transfer”).

(v) “**Permitted Amount**” means the number of shares of Purchased Shares that is the product of (x) the Permitted Percentage and (y) the number of Purchased Shares purchased pursuant to this Agreement, subject to adjustments pursuant to Section 5.3.

(w) “**Permitted Holders**” means each of (i) the Investors and their respective Affiliates and members of management of the Company and (ii) any group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision) of which any of the foregoing are members; provided that in the case of such group, without giving effect to such group, Persons specified in clause (i) must collectively beneficially own a majority of the total voting power of the Voting Stock of the Company beneficially owned by such group.

(x) “**Permitted Option Percentage**” means (i) from the date of this Agreement to but excluding the first anniversary of this Agreement, 0%, (ii) from the first anniversary of this Agreement to but excluding the second anniversary of this Agreement, 20%, (iii) from the second anniversary of this Agreement to but excluding the third anniversary of this Agreement, 40%, (iii) from the third anniversary of this Agreement to but excluding the fourth anniversary of this Agreement, 60%, (iv) from the fourth anniversary of this Agreement to but excluding the fifth anniversary of this Agreement, 80% and (v) from and after the fifth anniversary of this Agreement, 100%; provided, however, that the foregoing is subject to acceleration pursuant to Section 4.6 or upon a Change in Control as set forth in Section 5.1(b).

(y) “**Permitted Percentage**” means (i) from the date of this Agreement to but excluding the second anniversary of this Agreement, 0%, (ii) from the second anniversary of this Agreement to but excluding the third anniversary of this Agreement, 15%, (iii) from the third anniversary of this Agreement to but excluding the fourth anniversary of this Agreement, 30%, (iv) from the fourth anniversary of this Agreement to but excluding the fifth anniversary of this Agreement, 60% and (v) from and after the fifth anniversary of this Agreement, 100%; provided, however, that the foregoing is subject to acceleration pursuant to Section 4.6 or upon a Change in Control as set forth in Section 5.1(b).

(z) “**Permitted Transfer**” means (i) any Transfer to one or more entities that are, directly or indirectly, wholly owned by OW, (ii) prior to the death of OW, the Transfer of up to 30% of the Purchased Shares to a Permitted Estate Vehicle or a Charitable Organization, (iii) upon the death of OW, the Transfer of all or any portion of the Shares to OW’s estate, executors, administrators, testamentary trustees, legatees or beneficiaries, any Family Member or the Charitable Organization and (iv) any Transfer made following a Change in Control or made pursuant to a Change of Control that constitutes a sale of the Company as a whole; provided, with respect to each of clauses (i), (ii) and (iii), so long as the transferee (other than a transferee that already is party to this Agreement) agrees to be subject to the terms of this Agreement (subject to any limitation on the assignment of rights by such Person to the transferee in connection with such Transfer) by executing and delivering a joinder agreement, substantially in the form of Exhibit A hereto.

(aa) “**Person**” means an individual, partnership, corporation, limited liability company, unincorporated organization, trust, joint venture, government agency, or other entity.

(bb) “**Prospectus**” means the prospectus included in the Eligible Registration Statement, including any form of prospectus or any preliminary prospectus, as amended or supplemented by any prospectus supplement and by all other amendments or supplements to such prospectus, including all post-effective amendments and all material, if any, incorporated by reference or deemed to be incorporated by reference into such prospectus.

(cc) “**Registrable Securities**” means all Purchased Shares and shares of Common Stock issuable pursuant to the Granted Options and any securities into which Common Stock may be converted or exchanged pursuant to any merger, consolidation, sale of all or any part of the Company’s assets, corporate conversion or other extraordinary transaction of the Company held by the OW Group, other than any Common Stock or securities into which Common Stock may be converted or exchanged that (i) have been sold by the OW Group to the public either pursuant to a registration statement or Rule 144 or another exemption from the registration requirements of the Securities Act, (ii) except in connection with a Demand Request by the OW Group for a registration pursuant to a Resale Shelf Registration Statement, in the hands of the OW Group is eligible to be resold pursuant to Rule 144 without any volume limitation or (iii) shall have ceased to be outstanding; provided, that when determining the amount of Registrable Securities, only the Permitted Percentage of the Purchased Shares and the Permitted Option Percentage of the shares of Common Stock issuable pursuant to the Granted Options shall be included in such calculation.

(dd) “**Registration Expenses**” means all expenses incurred by the Company in complying with Sections 6.1, 6.2 and 6.6 hereof, including, without limitation, (i) all SEC and other registration and filing fees (including, without limitation, fees and expenses with respect to (A) filings required to be made with the Financial Industry Regulatory Authority and (B) securities or Blue Sky laws, including, without limitation, any fees and disbursements of counsel for the underwriters in connection with any filing and application made to or with (and clearance by) the Financial Industry Regulatory Authority and any Blue Sky qualifications of the Registrable Securities pursuant to Section 6.6(d)), (ii) preparation, printing, messenger and delivery expenses, (iii) fees and disbursements of counsel for the Company, (iv) fees and disbursements of independent certified public accountants and any other persons, including special experts retained by the Company, (v) expenses related to any special audits incident to or required by any such registration, in each case, whether or not any Eligible Registration Statement is filed or becomes effective, (vi) all fees and expenses related to the listing of the Registrable Securities on any securities exchange, (vii) all internal expenses of the Company, including the compensation of officers and employees of the Company and the fees and expenses in connection with any annual audit and (viii) the fees and expenses of one counsel for the OW Group in connection with the review of any registration statement, not to exceed \$10,000 for each registration. For the avoidance of doubt, any stamp, transfer or similar taxes or duties payable by the OW Group in connection with any registration, sale or distribution of Registrable Securities shall be borne by the OW Group and not by the Company.

(ee) “**Resale Shelf Registration Statement**” means a “shelf” registration statement on Form S-3 pursuant to Rule 415 under the Securities Act; provided that any sales of

securities thereunder will not (i) require a prospectus supplement, (ii) require any additional cooperation from the Company (except as set forth in Section 6.4(b)) or (iii) be made pursuant to an underwritten offering.

(ff) “**SEC**” or “**Commission**” means the Securities and Exchange Commission.

(gg) “**Securities Act**” means the Securities Act of 1933, as amended.

(hh) “**Significant Block**” means five percent (5%) or more of the Company’s issued and outstanding Common Stock.

(ii) “**Strategic Collaboration Agreement**” means the Strategic Collaboration Agreement, dated as of the date hereof, by and between OW and the Company.

(jj) “**Subsidiary**” means, any Person of which at least a majority of the securities or ownership interests having by their terms ordinary voting power to elect a majority of the board of directors or other Persons performing similar functions is directly or indirectly owned or controlled by the Company or by one or more of its Subsidiaries.

(kk) “**Threshold Block**” means one percent (1%) or more of the Company’s issued and outstanding Common Stock.

(ll) “**Transaction Documents**” means, collectively, this Agreement, the Option Agreement, the Strategic Collaboration Agreement and the Voting Agreement.

(mm) “**Transfer**” means any sale, assignment, encumbrance, hypothecation, pledge, conveyance in trust, gift, transfer by request, devise or descent, entry into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership (whether to be settled by delivery of the Purchased Shares, in cash or otherwise) or other transfer or disposition of any kind, including, but not limited to, transfers to receivers, levying creditors, trustees or receivers in bankruptcy proceedings or general assignees for the benefit of creditors whether voluntary or by operation of law, directly or indirectly, of any Purchased Shares.

(oo) “**Voting Agreement**” means the Voting Agreement, dated as of the date hereof, by and between Artal and OW.

(pp) “**Voting Stock**” of the Company as of any date means the shares of capital stock of the Company that is at the time entitled to vote in the election of the Board of Directors of the Company.

ARTICLE II

ISSUANCE OF THE PURCHASED SHARES

Section 2.1. Share Purchase. Upon the terms and subject to the conditions set forth in this Agreement, OW hereby offers to purchase, and the Company hereby accepts such

offer to purchase and agrees to issue and sell to OW, the Purchased Shares (the “**Share Purchase**”), in consideration of the payment by OW to the Company of cash by wire transfer in the amount of \$43,198,679.37 (the “**Purchase Price**”).

Section 2.2. **Closing**. The closing of the Share Purchase (the “**Closing**”) shall take place at the offices of Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017, as promptly as practicable on or after the date hereof. The date on which the Closing occurs is referred to as the “**Closing Date**”.

Section 2.3. **Transactions to be Effected At or Prior to the Closing**. At or prior to the Closing, the transactions below shall take place in the following order, on the same day (except to the extent such day is not a business day, the transactions set forth in clauses (f) through (h) below shall take place as promptly as practicable on or after the date hereof, but in no event later than the End Date (as defined below)):

(a) The Company shall have provided OW with a copy of the resolutions duly adopted by the Board of Directors, (i) increasing the size of the Board of Directors to ten, (ii) appointing OW as a director of the Company to fill the newly-created directorship resulting from such increase, such appointment to be effective immediately after, and only upon, the Closing and (iii) approving the grant by the Company to OW of the right to appoint an Observer as set forth in Section 4.1, such grant to be effective immediately after, and only upon, the Closing.

(b) The Company shall have provided OW with a copy of the written consent evidencing the approval by the holders of a majority of the outstanding shares of Common Stock of the Company of the issuance of the Granted Options (the “**Shareholder Consent**”), which approval shall be effective in accordance with the terms thereof.

(c) The Company and OW shall execute and deliver this Agreement.

(d) The Company and OW shall execute and deliver the Strategic Collaboration Agreement and, in consideration of OW entering into the Strategic Collaboration Agreement and the performance of her obligations therein, the Company shall issue the Granted Options to OW pursuant to the Option Agreement. Each of the Strategic Collaboration Agreement and the Option Agreement is effective as of the date hereof in accordance with the terms of such agreement.

(e) Artal and OW shall execute and deliver the Voting Agreement.

(f) The Company shall receive the approval of The New York Stock Exchange with respect to the supplemental listing of the Purchased Shares and the reservation for issuance on The New York Stock Exchange of the shares issuable upon exercise of the Granted Options.

(g) OW (or its designees) shall deliver to the Company payment by wire transfer of immediately available funds, to one or more bank accounts designated in writing by the Company, in an aggregate amount in cash equal to the Purchase Price and, substantially concurrently therewith, the Company shall issue to OW the Purchased Shares in electronic book-entry form.

(h) The Company shall deliver to OW the irrevocable letter of instructions addressed to the Company’s transfer agent, relating to the issuance of the Purchased Shares.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 3.1. Representations and Warranties of the Company. The Company represents and warrants to OW as of the date hereof and as of the Closing Date that:

(a) Existence and Power. The Company is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia. The Company has all power and authority, corporate and otherwise, and all governmental licenses, franchises, permits, authorizations, consents and approvals required to own and operate its properties and assets and to carry on the business as presently conducted and as proposed to be conducted, except as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the business, results of operations or financial condition of the Company and its subsidiaries, taken as a whole (a “**Material Adverse Effect**”).

(b) Capitalization. The authorized capital stock of the Company consists of (i) 1,000,000,000 shares of Common Stock and (ii) 250,000,000 shares of preferred stock, no par value per share (the “**Preferred Stock**”), of which (A) 1,000,000 shares are designated as “Series A Preferred Stock” and (B) 10,000,000 shares are designated as “Series B Junior Participating Preferred Stock”. As of October 18, 2015, there were 57,258,919 shares of Common Stock issued and outstanding and no shares of Preferred Stock outstanding. As of the date of this Agreement, no shares of Common Stock or Preferred Stock were reserved for issuance, except for an aggregate of 3,134,860 shares of Common Stock reserved for issuance upon the exercise of outstanding stock options and the settlement of restricted stock units issued under the Company’s equity incentive plans and stock incentive plans. All of the issued and outstanding shares of Common Stock have been duly authorized and validly issued and are fully paid, nonassessable and free of preemptive rights.

(c) Authority; Approvals. The Company has full corporate power and authority to execute and deliver each of the Transaction Documents to which it is a party and to consummate the transactions contemplated thereby. The execution and delivery of each of the Transaction Documents to which it is a party and the consummation by the Company of the transactions contemplated thereby have been duly and validly approved by all necessary corporate action of the Company, and no other corporate and no shareholder proceedings on the part of the Company are necessary to approve such Transaction Documents or to consummate the transactions contemplated thereby. Each of the Transaction Documents to which it is a party has been duly and validly executed and delivered by the Company and (assuming due execution and delivery by OW) constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforcement may be limited by general principles of equity whether applied in a court of law or a court of equity and by bankruptcy, insolvency and similar laws affecting creditors’ rights and remedies generally (collectively, the “**Enforceability Exceptions**”).

(d) Non-Contravention. The execution, delivery and performance of the Transaction Documents to which it is a party, and the consummation by the Company of the transactions contemplated hereby and thereby, does not and will not (i) contravene or conflict with the Articles and Bylaws, (ii) contravene or conflict with or constitute a violation of any provision of any Law or Order binding upon the Company, (iii) constitute a default under or breach of (with or without the giving of notice or the passage of time or both) or violate or give rise to any right of termination, cancellation or acceleration of any contract or other instrument or obligations binding upon the Company or by which any shares of the Common Stock or Preferred Stock or any of the Company's assets is or may be bound or (iv) result in the creation or imposition of any Lien on any of the shares of Common Stock or Preferred Stock or any of the Company's assets, except, in each of clauses (ii), (iii) and (iv), as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(e) Consents and Approvals. Assuming the accuracy of the representations of OW as set forth in this Agreement, as of the Closing Date, no consents or approvals of, or filings or registrations with, any federal, state or local court, governmental, legislative, judicial, administrative or regulatory authority, agency, commission, body or other governmental entity or self-regulatory organization (each, a "**Governmental Entity**") or of or with any other third party by or on behalf of the Company or any of its Subsidiaries are necessary for the execution and delivery by the Company of any Transaction Document to which it is a party and the consummation by the Company of the transactions contemplated thereby, except for (A) the filing of an information statement on Schedule 14C (the "**Schedule 14C Information Statement**") relating to the Shareholder Consent with the Securities and Exchange Commission and the furnishing thereof to the holders of Common Stock that did not execute the Shareholder Consent but were entitled to vote on the date the Shareholder Consent was delivered to the Company in accordance with the Exchange Act, (B) those already obtained or made and (C) any securities or "blue sky" filings of any state.

(f) Valid Issuance of Purchased Shares. When the Purchased Shares are issued and delivered to OW against receipt of the consideration therefor, such shares will be validly issued, fully paid, non-assessable and free of preemptive rights and will be delivered to OW free and clear of all Liens. Except for the transactions contemplated in the Transaction Documents and the grant of certain restricted stock awards pursuant to the Term Sheet for Consultant Restricted Stock Awards, dated as of the date hereof, the issuance and delivery of the Purchased Shares does and will not cause the vesting of any securities of the Company to accelerate, or trigger or create in any Person the right to acquire, purchase, exercise, exchange or convert any securities of the Company into Common Stock.

(g) SEC Filings; Financial Statements. All forms, reports, schedules, statements and documents required to be filed with the SEC by the Company (the "**SEC Reports**") since the beginning of the Company's most recent fiscal year were prepared in accordance and complied as of their respective filing dates, in all material respects, with the requirements of the Securities Act and Exchange Act and the rules promulgated thereunder and did not at the time they were filed (or if amended or superseded by a later filing prior to the date hereof, then on the date of such later filing) contain any untrue statement of material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. Except as

otherwise disclosed in an SEC Report, each of the audited and unaudited consolidated financial statements (including, in each case, any related notes and schedules thereto) contained in the SEC Reports (or if amended or superseded by a later filing prior to the date hereof, then on the date of such later filing) (i) complied in all material respects with applicable accounting requirements and the published regulations of the SEC with respect thereto, (ii) were prepared in accordance with GAAP (except, in the case of unaudited financial statements, to the extent otherwise permitted by the rules and regulations of the SEC) applied on a consistent basis throughout the periods involved (except as may be indicated therein or as described in the notes thereto) and (iii) fairly present in all material respects the financial position of the Company as of the respective dates thereof and the consolidated results of operations and cash flows for the periods indicated (subject in the case of unaudited financial statements to normal year-end adjustments and to any other adjustments described therein, including the notes thereto).

Section 3.2. Representations and Warranties of OW.

OW hereby represents and warrants to the Company as of the date hereof and as of the Closing Date that:

(a) Authorization; Approvals. OW has full power and authority to execute and deliver each of the Transaction Documents and to consummate the transactions contemplated thereby. Each of the Transaction Documents has been executed and delivered by OW and (assuming due authorization, execution and delivery by the Company) constitutes a valid and binding obligation of OW, enforceable against OW in accordance with its terms, subject to Enforceability Exceptions.

(b) Non-Contravention. The execution, delivery and performance of the Transaction Documents and the consummation by OW of the transactions contemplated hereby and thereby, does not and will not (i) contravene or conflict with or constitute a violation of any provision of any Law or Order binding upon OW or (ii) constitute a default under or breach of (with or without the giving of notice or the passage of time or both) or violate any contract or other instrument or obligations binding upon OW, except, in each of clauses (i) and (ii), as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of OW to perform, and the performance by OW of, her obligations under the Transaction Documents.

(c) Consents and Approvals. No consents or approvals of, or filings or registrations with, any Governmental Entity or of or with any other third party by or on behalf of OW is necessary for the execution and delivery by OW of the Transaction Documents and the consummation by OW of the transactions contemplated thereby.

(d) Ownership of the Company; Control of the Charitable Organization. Except for the transactions contemplated in the Transaction Documents, none of OW or any of her Affiliates holds or has any rights to acquire, whether directly or indirectly, any Common Stock or any other voting or equity securities of the Company, or any securities convertible into, exchangeable for or exercisable for Common Stock or any other voting or equity securities of the Company. The Charitable Organization is controlled by OW.

(e) Accredited Investor; Experience. OW is an “accredited investor” (as defined in Rule 501 under the Securities Act) and is capable of evaluating the merits and risks of her investment in the Company and has the capacity to protect her own interests.

(f) Acquisition for Own Account. OW is acquiring the Purchased Shares for her own account for investment purposes, and not with a view to, or for the sale in connection with, any distribution thereof in violation of the Securities Act, and the rules and regulations of the SEC promulgated thereunder, or that would require the issuance of the Purchased Shares pursuant to this Agreement to be registered under the Securities Act.

(g) No Reliance. OW has relied upon the representations and warranties set forth herein and her own investigations and diligence, including a review of the Company’s annual, quarterly and current reports and other documents filed with or furnished to the SEC, and not upon any other information provided by or on behalf of the Company in making the decision to purchase the Purchased Shares. OW understands and acknowledges that neither the Company nor any of the Company’s representatives, agents or attorneys is making or has made at any time any warranties or representations of any kind or character, express or implied, with respect to any matter or the Common Stock, except as expressly set forth herein.

ARTICLE IV

BOARD NOMINATION RIGHTS

Section 4.1. Director Designee. The OW Group shall have the right to (i) designate OW or, in the event of the death or permanent disability of OW, another individual that is reasonably acceptable to the Company to be a director of the Company (OW or her designee in such capacity, the “**Director Designee**”), and the Company shall cause the Director Designee to be nominated as a director of the Company unless and until such Director Designee is unwilling or unable to serve as a director, and (ii) so long as OW is the Director Designee, designate an individual that is reasonably acceptable to the Company (the “**Observer**”) to attend meetings of the Board of Directors and receive copies of all documents distributed to the members of the Board of Directors in their capacity as directors in connection with any such meetings; provided that (x) the Observer sign a confidentiality agreement to avoid any breach of confidentiality obligations and (y) if an issue is to be discussed or otherwise arises at a meeting of the Board of Directors, which, in the reasonable judgment of the Board of Directors cannot be discussed in the presence of the Observer in order to avoid any breach of fiduciary duties of any director or preserve attorney-client privilege, then such issue may be discussed without the Observer being present and may be deleted from any materials being distributed in connection with any meeting at which such issues are to be discussed. The OW Group may not assign or transfer its board observer rights referred to in clause (ii) above without the consent of the Company and in such case, only to the extent the transferee is bound by customary conditions to be mutually agreed, including without limitation the transferee’s compliance with the requirements set forth herein. It is understood and agreed that in the event that a vacancy is created at any time as a result of (i) the death or permanent disability of any Director Designee or (ii) the retirement, resignation or removal (with or without cause) of any Director Designee other than OW, then the OW Group shall have the right to designate a replacement director (who shall be reasonably acceptable to the Company and shall satisfy the eligibility requirements in Section 4.3) to fill such vacancy.

Section 4.2. Obligations of the Company.

(a) Board Size; Election Upon Closing. On or prior to the date of this Agreement, the Company shall have taken all necessary actions within its control to (x) increase the number of directors of the Company to ten (10) (until and unless thereafter changed in accordance with applicable laws of the Commonwealth of Virginia, the Articles and the Bylaws) and (y) appoint OW as a Class II director of the Company (with a term expiring in 2018, but subject to the election by the shareholders of the Company at the Company's regular annual meeting in 2016, as required under the laws of the Commonwealth of Virginia), such appointment to be effective immediately after, and only upon, the Closing.

(b) Nomination. Except as otherwise prohibited by applicable Law or the Company's articles of incorporation or bylaws then in effect, the Company shall cause the Director Designee to be (x) nominated for election to the Board of Directors and included in the Board of Director's slate of nominees recommended to the shareholders of the Company for each election of directors, and recommend to the shareholders of the Company that the Director Designee be elected to the Board of Directors (to the extent that directors of the Director Designee's class are to be elected at such meeting for so long as the Board of Directors is classified but in any event including the first shareholder meeting following the Closing Date at which directors are elected) or (y) included in the proxy statement (if any) prepared by management of the Company in connection with soliciting proxies for every meeting of the shareholders of the Company called with respect to the election of members of the Board of Directors (to the extent that directors of the Director Designee's class are to be elected at such meeting for so long as the Board of Directors is classified but in any event including the first shareholder meeting at which directors are elected following the Closing Date), and at every adjournment or postponement thereof, and on every action or approval by written consent of the shareholders of the Company or the Board of Directors with respect to the election of members of the Board of Directors (to the extent that directors of the Director Designee's class are to be elected at such meeting or pursuant to such written consent for so long as the Board of Directors is classified but in any event including the first shareholder meeting at which directors are elected following the Closing Date). Except as otherwise required by applicable Law, the Company shall not take any action to cause the removal without cause of the Director Designee, unless it is directed to do so by the OW Group.

Section 4.3. Eligibility of Director Designee. Notwithstanding the other provisions of this Article IV, the Company shall not be obligated to cause to be nominated for election to the Board of Directors (or to be included in the Board of Directors' slate of nominees to the Company's shareholders or any proxy statement prepared by management of the Company in connection with soliciting proxies for meetings of the shareholders of the Company called with respect to the election of members of the Board of Directors) or recommend to the Company's shareholders the election of the Director Designee in the event that (i) the Board of Directors makes a Final Determination, in good faith, after receiving advice from a reputable outside legal counsel, that such action would constitute a breach of its fiduciary duties (or otherwise violate applicable Law), (ii) the Company makes a Final Determination after receiving advice from a reputable outside legal counsel that the Director Designee would not be qualified under any applicable Law to serve as a director of the Company, (iii) the Director Designee has been involved in any of the events enumerated in Item 2(d) or (e) of Schedule 13D under the

Exchange Act, (iv) the Director Designee is currently the target of an investigation by any governmental authority or agency relating to felonious criminal activity or is subject to any order, decree, or judgment of any court or agency prohibiting service as a director of any public company or providing investment or financial advisory services or (v) the Director Designee has declared or otherwise indicated (whether publicly or to the Company or the Board of Directors) that she or he is unwilling or unable to serve as a director or otherwise takes actions inconsistent with her or his election. “**Final Determination**” means a majority of the Board of Directors (excluding the Director Designee) has determined that an event contemplated by clause (i) or (ii) of the preceding sentence has occurred, after the Director Designee (A) has been provided with prompt notice of any meeting of the Board of Directors, a committee thereof, or inquiry related to the Company’s potential enforcement of this Section 4.3, and all documents and information relating thereto, (B) has been afforded a reasonable time to consult with legal counsel and (C) has had the opportunity to present a case to the Board of Directors. If any event described in clause (i) through (v) of the second preceding sentence occurs, (x) if the Director Designee is OW, then the OW Group shall forfeit her rights under this Agreement to designate the Director Designee as a member of the Board of Director and shall not have any right to a replacement designee and (y) if the Director Designee is an individual other than OW, then the OW Group shall designate a replacement designee who shall be reasonably acceptable to the Company and shall satisfy the eligibility requirements set forth in this Section 4.3 and such replacement designee shall thereafter constitute a “Director Designee” under this Agreement. The Company shall promptly notify the OW Group in writing of any objection to the Director Designee in advance of the date on which proxy materials are mailed by the Company in connection with such election of directors.

Section 4.4. Resignation. If the OW Group Transfers Common Stock such that OW’s rights and obligations set forth in this Article IV are terminated pursuant to Section 4.5, at the request of the Company, the Director Designee shall offer to resign as a director effective as of the Company’s next annual meeting of shareholders.

Section 4.5. Termination. The rights and obligations of the OW Group and the Company (including, without limitation, the right of the OW Group to appoint the Director Designee and the obligation of the Company to cause the Director Designee to be nominated for election to the Board of Directors) set forth in this Article IV shall (i) only be effective immediately after, and only upon, the Closing (except that Section 4.2(a) shall be effective upon the due execution and delivery of this Agreement by the parties hereto) and (ii) terminate on the date the OW Group owns less than 3% of the issued and outstanding Common Stock and, from such date of termination, OW (or her designee in the event of her death or permanent disability, and any replacement designee thereof) shall no longer be deemed to be a “Director Designee”.

Section 4.6. Director Designee’s Remedies. Subject to Section 4.3, if OW as the Director Designee is not elected to the Board of Directors (other than as a result of such Director Designee’s noncompliance with, or inability to satisfy the director eligibility requirements set forth in, this Article), or the Company does not take all necessary action to nominate and recommend such Director Designee in accordance with this Article: (i) the Permitted Percentage and Permitted Option Percentage shall be 100%, (ii) neither the restrictions on transfer set forth in Article V, nor the Company’s right of first offer and right of first refusal set forth in Article VII, shall apply to the Purchased Shares or shares of Common Stock issued or

issuable upon exercise of the Granted Options (collectively, the “**Shares**”) and (iii) OW Group’s obligations under Section 6.9 shall terminate. The rights and remedies of the OW Group set forth in this Section 4.6 are in addition to any rights or remedies provided by law or equity.

ARTICLE V

RESTRICTIONS ON TRANSFER

Section 5.1. Restrictions on Transfer.

(a) The OW Group agrees not to make any Transfer of all or any portion of the Purchased Shares, except that the OW Group shall be permitted to (i) make Permitted Transfers and (ii) Transfer a number of Purchased Shares not to exceed, in the aggregate, the Permitted Amount. Any Transfer described in clause (ii) shall be subject to the Company’s right of first offer or right of first refusal as set forth in Article VII.

(b) Notwithstanding anything herein to the contrary, upon a Change in Control, the Permitted Percentage and Permitted Option Percentage shall be deemed to be 100%.

(c) Notwithstanding anything to the contrary in this Agreement, the OW Group agrees that it will not effect any Transfer of Purchased Shares unless such Transfer is made pursuant to an effective registration statement under the Securities Act or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and, in either case, in compliance with all applicable state securities laws and all applicable securities laws of any other jurisdiction. The Company agrees, and the OW Group understands and consents, that the Company will not take any action to cause or permit the Transfer of any Purchased Shares to be made on its books (or on any register of securities maintained on its behalf) unless the Transfer is permitted by and has been made in accordance with the terms of this Agreement and all applicable securities laws. The OW Group agrees that in connection with any Transfer of Purchased Shares that is not made pursuant to a registration statement, the Company may, in its sole discretion, request an opinion, certifications and other information in form and substance reasonably satisfactory to the Company and from counsel reasonably satisfactory to the Company stating that such transaction is exempt from registration under the Securities Act.

(d) The Purchased Shares shall be stamped or otherwise imprinted with legends substantially similar to the following (in addition to any legend required under applicable state securities laws) or if held in electronic form, shall be held in an account by the Company’s stock transfer agent subject to restrictions on Transfer substantially consistent with the following legend, which shall be furnished in accordance with applicable Law:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**ACT**”), AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED EXCEPT (A) PURSUANT TO AN EFFECTIVE REGISTRATION

STATEMENT UNDER THE ACT COVERING ANY SUCH TRANSACTION OR (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION THEREUNDER, SUBJECT TO THE COMPANY'S RIGHT TO RECEIVE AN OPINION OF COUNSEL, CERTIFICATIONS AND OTHER INFORMATION IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE COMPANY AND FROM COUNSEL REASONABLY SATISFACTORY TO THE COMPANY STATING THAT SUCH TRANSACTION IS EXEMPT FROM SUCH REGISTRATION REQUIREMENTS.

THE SALE, PLEDGE, HYPOTHECATION OR TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF A CERTAIN SHARE PURCHASE AGREEMENT DATED AS OF OCTOBER 18, 2015, AMONG THE SHAREHOLDER AND THE COMPANY (AS THE SAME MAY BE AMENDED AND IN EFFECT FROM TIME TO TIME). NO SALE, PLEDGE, HYPOTHECATION OR TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH SHARE PURCHASE AGREEMENT. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY.

(e) The OW Group acknowledges and agrees that any Transfer of the limited liability company interests, partnership interests, shares or other similar equity interests in any member of the OW Group or a parent entity of such member will be deemed to constitute a Transfer of Purchased Shares, and any proposed Transfer of all or any portion of any such interests in any member of the OW Group or a parent entity of such member shall be subject to compliance with the terms of this Agreement as such terms apply to the OW Group.

Section 5.2. Remedy for Prohibited Transfer. In the event that any member of the OW Group Transfers any Purchased Shares in contravention of Section 5.1, such Transfer shall be null and void, and the Company agrees it will not take any action to effect such a Transfer nor will it treat any alleged transferee as the holder of such Purchased Shares.

Section 5.3. Share Adjustments. Solely in determining the Permitted Amount, the number of Purchased Shares shall be proportionately adjusted to reflect any stock dividend, stock split, reverse stock split, stock combination, recapitalization or the like that occurs after the date hereof.

ARTICLE VI

REGISTRATION RIGHTS

Section 6.1. Demand Registration.

(a) If the Company shall receive a written request (a “**Demand Request**”) from the OW Group that the Company file a registration statement under the Securities Act covering the registration of all or a portion of the Registrable Securities owned by the OW Group, then the Company shall, subject to the limitations of this Section 6.1, effect, as expeditiously as reasonably possible, the registration under the Securities Act of all Registrable Securities in accordance with the intended method of distribution thereof that the OW Group requests to be registered, subject to the provisions of Section 6.1(c). The OW Group shall have the right to make two (2) Demand Requests on or after the earlier to occur of the following: (i) the date that is the third anniversary of the date of this Agreement; and (ii) the date that OW as the Director Designee is not elected to the Board of Directors (other than as a result of such Director Designee’s noncompliance with, or inability to satisfy the director eligibility requirements set forth in, Article IV); *provided*, that the OW Group shall not make more than one Demand Request within any six-month period.

(b) If the OW Group intends to distribute the Registrable Securities covered by its request by means of an underwritten public offering, it shall so advise the Company as a part of their request made pursuant to this Section 6.1. The OW Group shall have the right to select the investment bank or banks and managers to administer any offering made in connection with a Demand Request, including the lead managing underwriter; provided that such investment banks or managers shall be reasonably acceptable to the Company; provided, further, that if the OW Group declines to exercise such right, the Company shall select the investment bank or banks and managers to administer the offering, but the OW Group shall continue to have such right pursuant to this Section 6.1(b) in any subsequent underwritten public offering.

(c) Notwithstanding anything herein to the contrary, the Company shall not be obligated to (i) effect a registration pursuant to Section 6.1 unless the Registrable Securities requested to be registered by the OW Group, together with all other shares of Common Stock requested to be registered by any other holder of piggyback registration rights (each, an “**Other Piggyback Holder**”) pursuant to any agreement containing similar registration rights as those contained in this Article VI (such other shares, the “**Other Registrable Securities**”), are reasonably expected to result in aggregate gross cash proceeds in excess of (x) in the case of a Resale Shelf Registration Statement, ten (10) million dollars (\$10,000,000) and (y) in the case of any other form of registration statement, thirty (30) million dollars (\$30,000,000) or (ii) prepare, file, effect or maintain a shelf registration statement on Form S-3 (or any successor to Form S-3) or any similar shelf registration statement (other than a Resale Shelf Registration Statement) under the Securities Act for the purposes of compliance with any Demand Right pursuant to this Section 6.1.

Section 6.2. Piggyback Registrations.

(a) From and after the second anniversary of the date of this Agreement, the Company shall notify the OW Group (unless the OW Group has demanded such registration pursuant to Section 6.1) in writing at least five (5) business days prior to the initial public filing of any Eligible Registration Statement. Such notice from the Company shall state the intended method of distribution of the Registrable Securities included in such Eligible Registration Statement. The Company shall afford the OW Group the opportunity to include Registrable Securities in such Eligible Registration Statement so long as it agrees to sell its Registrable

Securities pursuant to the same method of distribution. If the OW Group desires to include Registrable Securities held by it in any such Eligible Registration Statement, it shall, within two (2) business days after the above-described notice from the Company, so notify the Company in writing. Any such notice from the OW Group shall (i) specify the amount of Registrable Securities that the OW Group would like to include in such Eligible Registration Statement and (ii) include the agreement of the OW Group to participate in any related underwritten offering on the same terms as the other participating Holders. Upon such written notice from the OW Group, the Company will use its best efforts to effect the registration under the Securities Act of all Registrable Securities which the OW Group has requested to be registered. If the OW Group decides not to or is unable to include all of its Registrable Securities in any Eligible Registration Statement filed by the Company, the OW Group shall nevertheless continue to have the right to include Registrable Securities in any subsequent Eligible Registration Statement as may be filed by the Company, all upon the terms and conditions set forth herein. Prior to the effectiveness of the applicable Eligible Registration Statement, the OW Group may withdraw from such Eligible Registration Statement any of the Registrable Securities at any time upon written notice to the Company.

(b) Underwriting. If the Eligible Registration Statement under which the Company gives notice under this Section 6.2 is for an underwritten offering, the Company shall so advise the OW Group. In such event, the right of the OW Group to be included in an Eligible Registration Statement pursuant to this Section 6.2 shall be conditioned upon the OW Group's participation in such underwriting by executing and delivering a custody agreement and power of attorney in form and substance reasonably satisfactory to the Company with respect to such Registrable Securities (the "**Custody Agreement and Power of Attorney**"), which Custody Agreement and Power of Attorney shall permit the OW Group to, prior to the effectiveness of such Eligible Registration Statement, withdraw any of the Registrable Securities at any time from such Eligible Registration Statement upon written notice to the Company and the custodian. The Custody Agreement and Power of Attorney will provide, among other things, that (i) the OW Group will, to the extent applicable, deliver to and deposit in custody with the custodian and attorney-in-fact named therein one or more certificates representing such Registrable Securities, accompanied by duly executed stock powers in blank, and irrevocably appoint said custodian and attorney-in-fact with full power and authority to act under the Custody Agreement and Power of Attorney on the OW Group's behalf with respect to the matters specified therein, including, but not limited to, the entry into an underwriting agreement (the "**Underwriting Agreement**"^(c)) in customary form with the underwriter(s) and such other documents and agreements reasonably required in connection with such registration or offering and (ii) the OW Group will perform its obligations under such Underwriting Agreement and any other agreement entered into in connection with such registration and/or offering. The OW Group also agrees to execute such other documents and agreements as the Company may reasonably request to effect the provisions of this Section 6.2 and any transactions contemplated hereby.

Section 6.3. Priority on Registrations. Notwithstanding any other provision of this Article VI, if the lead managing underwriter or underwriters advise, in the case of a requested registration pursuant to Section 6.1, the OW Group or, in all other cases, the Company that marketing factors (including, but not limited to, an adverse effect on the per share offering price) require a limitation of the number of shares to be included in an underwritten offering (including Registrable Securities), then the OW Group or the Company, as the case may be, shall

so advise all holders of Registrable Securities and all Other Piggyback Holders who have requested to participate in such offering, that (i) if the requested registration is pursuant to Section 6.1, the number of shares that may be included in the underwriting shall be allocated first to the OW Group for its own account, and second to the Company (to the extent it is selling shares of Common Stock in such offering) and the Other Piggyback Holders who have duly requested shares to be included therein on a pro rata basis based on the number of shares proposed to be sold by the Company and the number of Other Registrable Securities requested to be included by such Other Piggyback Holders, and (ii) if the requested registration is not pursuant to Section 6.1, the number of shares that may be included in the underwriting shall be allocated first to the Company for its own account (to the extent such registration was initiated by the Company) or to such Holder of Other Registrable Securities who demanded such registration pursuant to demand rights similar to those set forth in this Agreement, and second to the Company (to the extent such registration was not initiated by the Company), the OW Group and the Other Piggyback Holders who have duly requested shares to be included therein on a pro rata basis based on the number of shares proposed to be sold by the Company (to the extent such registration was not initiated by the Company), the number of Registrable Securities requested to be included by the OW Group and the number of Other Registrable Securities requested to be included by all such Other Piggyback Holders. For any Other Piggyback Holder which is a partnership, limited liability company or corporation, the partners, members or shareholders, as applicable, of such Other Piggyback Holder and the estates and Family Members of any such partners, members and shareholders and any trusts for the benefit of any of the foregoing Person(s) shall be deemed to be a single "Other Piggyback Holder," and any pro rata reduction with respect to such "Other Piggyback Holder" pursuant to this Section 6.3 shall be based upon the aggregate amount of shares carrying registration rights owned by all Persons deemed to constitute such "Other Piggyback Holder" (as defined in this sentence).

Section 6.4. Termination, Effectiveness, Postponement and Suspension of Registration.

(a) Right to Terminate Registration. If the OW Group determines for any reason not to proceed with any proposed registration requested pursuant to Section 6.1, the OW Group shall promptly notify the Company in writing. Upon receipt of such notice, the Company shall withdraw or terminate such registration whether or not any Other Piggyback Holder has elected to include any Other Registrable Securities in such registration. In addition, the Company shall have the right to withdraw or terminate any proposed registration initiated by it and a Holder of Other Registrable Securities shall have the right to withdraw or terminate any proposed registration initiated by it, whether or not the OW Group or any Other Piggyback Holder has elected to include Registrable Securities or Other Registrable Securities, as the case may be, in such registration. The Company shall promptly give notice of the withdrawal or termination of any registration to the OW Group, to the extent the OW Group has elected to participate in such registration. The Registration Expenses of any such withdrawn or terminated registration shall be borne by the Company in accordance with Section 6.5.

(b) Effectiveness of the Registration Statement. The Company shall maintain the effectiveness of the Eligible Registration Statement until the earlier of (i) the date on which all Registrable Securities included in such Eligible Registration Statement have actually been sold and (ii) the date that is (x) 180 days (in respect of a Resale Shelf Registration Statement) or (y) 90 days (in respect of any Eligible Registration Statement other than a Resale Shelf Registration Statement) from the effective date of such Eligible Registration Statement.

(c) Postponement or Suspension of Registration. If the filing, initial effectiveness or continued use of an Eligible Registration Statement in respect of a registration pursuant to this Agreement at any time would require the Company to make a public disclosure of material non-public information, (1) which disclosure in the good faith judgment of the Board of Directors (after consultation with external legal counsel) (x) would be required to be made in any registration statement so that such registration statement would not contain a material misstatement or omission, (y) would not be required by applicable Law to be made at such time but for the filing, effectiveness or continued use of such Eligible Registration Statement and (z) would reasonably be expected to have a material adverse effect on the Company or its business or on the Company's ability to effect a material proposed acquisition, disposition, financing, business opportunity, reorganization, recapitalization or similar transaction or (2) during a customary "blackout" period of the Company, then the Company may, upon giving prompt written notice of such determination to the OW Group, delay the filing or initial effectiveness of, or suspend the use of, such Eligible Registration Statement; provided, that the Company shall not be permitted to do so pursuant to clause (1) above (x) more than two times during any twelve (12) month period or (y) for a period exceeding thirty (30) days on any one occasion (unless a longer period is consented to by the OW Group) (the "**Suspension Period**"). In the event the Company exercises its rights under the preceding sentence, the OW Group agrees to suspend, promptly upon its receipt of the notice referred to above, its use of any prospectus relating to such registration in connection with any sale or offer to sell Registrable Securities. If so requested by the Company, the OW Group shall use its reasonable best efforts to deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in the OW Group's possession, of the prospectus relating to such Registrable Securities at the time of receipt of such notice. The Company agrees that, in the event it exercises its rights under this Section 6.4(c), it shall (i) promptly notify the OW Group of the termination or expiration of any Suspension Period, (ii) within thirty (30) days after delivery of the notice referred to above (unless a longer period is consented to by the OW Group), resume the process of filing or request for effectiveness, or update the suspended registration statement, as the case may be, as may be necessary to permit the OW Group to offer and sell its Registrable Securities in accordance with applicable Law and (iii) if an Eligible Registration Statement that was already effective had been suspended as result of the exercise of such rights by the Company, promptly notify the OW Group after the termination or expiration of any Suspension Period of the applicable time period during which the Eligible Registration Statement is to remain effective, which shall be extended by a period of time equal to the duration of the Suspension Period.

Section 6.5. Expenses of Registration. Except as specifically provided herein, all Registration Expenses incurred in connection with any registration under Sections 6.1 and 6.2 shall be borne by the Company. All underwriting fees and selling commissions relating to the distribution of the Registrable Securities and all taxes, if any, on the transfer and sale, respectively, of the Registrable Securities being sold that are incurred in connection with any registrations hereunder shall be borne by the OW Group. For the avoidance of doubt, all underwriting fees, selling commissions and taxes incurred in connection with any registration hereunder relating to securities sold by the Company shall be borne by the Company.

Section 6.6. Obligations of the Company. If and whenever the Company is required to effect the registration of any Registrable Securities under the Securities Act as provided in Sections 6.1 and 6.2 (to the extent the OW Group has requested to include Registrable Securities in an Eligible Registration Statement pursuant to clause (a) of such Section 6.1 or 6.2, as the case may be), the Company shall effect such registration to permit the sale of such Registrable Securities in accordance with the intended method or methods of distribution thereof, and pursuant thereto the Company shall cooperate in the sale of the securities and shall, as expeditiously as reasonably possible:

(a) Prepare and file with the SEC an Eligible Registration Statement on such form as shall be available for the sale of the Registrable Securities by the OW Group in accordance with the intended method of distribution thereof and the provisions of this Article VI, and use its reasonable best efforts to cause each such Eligible Registration Statement to become effective and remain effective as provided herein; provided, however, that before filing any Eligible Registration Statement or Prospectus or any amendments or supplements thereto (not including documents that would be incorporated or deemed to be incorporated therein by reference), the Company shall afford the OW Group, its counsel and the managing underwriter, if any, an opportunity to review copies of all such documents proposed to be filed. The Company shall not file any Eligible Registration Statement or Prospectus or any amendments or supplements thereto in respect of which the OW Group has a right to review prior to the filing of such document, if the OW Group, its counsel or the managing underwriter, if any, shall reasonably object, in writing, on a timely basis.

(b) Prepare and file with the SEC such amendments and post-effective amendments to each Eligible Registration Statement as may be necessary to keep such Eligible Registration Statement continuously effective for the effectiveness period; and comply with the provisions of the Securities Act, the Exchange Act and the rules and regulations of the SEC promulgated thereunder applicable to it with respect to the disposition of all securities covered by such Eligible Registration Statement as so amended or in such Prospectus as so supplemented.

(c) Notify the OW Group, its counsel and the managing underwriter, if any, promptly (but in any event within 10 business days), and confirm such notice in writing, (i) when a Prospectus or any prospectus supplement or post-effective amendment has been filed, and, with respect to an Eligible Registration Statement or any post-effective amendment, when the same has become effective (including in such notice a written statement that the OW Group may, upon request, obtain, without charge, one conformed copy of such Eligible Registration Statement or post-effective amendment including financial statements and schedules, all documents incorporated or deemed to be incorporated by reference and all exhibits), (ii) of the issuance by the SEC of any stop order suspending the effectiveness of a Eligible Registration Statement or of any order preventing or suspending the use of any preliminary prospectus or the initiation of any proceedings for that purpose, (iii) if at any time when a prospectus is required by the Securities Act to be delivered in connection with sales of the Eligible Registrable Securities the representations and warranties of the Company contained in any agreement (including any underwriting agreement) contemplated by Section 6.6(k) below cease to be true and correct in all material respects, (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of an Eligible Registration

Statement or any of the Registrable Securities for offer or sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose, (v) of the happening of any event that makes any statement made in such Eligible Registration Statement or related Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires the making of any changes in such Eligible Registration Statement, Prospectus or documents so that, in the case of such Eligible Registration Statement, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and that in the case of the Prospectus, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and (vi) of the Company's reasonable determination that a post-effective amendment to an Eligible Registration Statement would be appropriate.

(d) Use its reasonable best efforts to prevent the issuance of any order suspending the effectiveness of an Eligible Registration Statement or of any order preventing or suspending the use of a Prospectus or suspending the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, and, if any such order is issued, to obtain the withdrawal of any such order at the earliest possible moment.

(e) If requested by the managing underwriter, if any, or the OW Group, (i) promptly incorporate in a post-effective amendment such information as the managing underwriter, if any, or the OW Group reasonably requests to be included therein to comply with applicable Law, (ii) make all required filings of such post-effective amendment as soon as practicable after the Company has received notification of the matters to be incorporated in such post-effective amendment, and (iii) supplement or make amendments to such Eligible Registration Statement; provided, however, that the Company shall not be required to take any actions under this Section 6.6(e) that are not, in the opinion of counsel for the Company, in compliance with applicable Law.

(f) Furnish to the OW Group and each managing underwriter, if any, without charge, one conformed copy of the Eligible Registration Statement or Statements and each post-effective amendment thereto, including financial statements and schedules, all documents incorporated or deemed to be incorporated therein by reference and all exhibits.

(g) Deliver to the OW Group, its counsel and the underwriters, if any, without charge, as many copies of the Prospectus or Prospectuses (including each form of prospectus) and each amendment or supplement thereto as such Persons may reasonably request; and, the Company hereby consents to the use of such Prospectus and each amendment or supplement thereto by the OW Group and the underwriters, if any, in connection with the offering and sale of the Registrable Securities covered by such Prospectus and an amendment or supplement thereto.

(h) Prior to any public offering of Registrable Securities, to use its reasonable best efforts to register or qualify, and cooperate with the OW Group, the underwriters, if any, the sales agent and their respective counsel in connection with the registration or qualification (or exemption from such registration or qualification) of such Registrable Securities for offer and sale under the securities or "blue sky" laws of such jurisdictions within the United States as the

OW Group or the managing underwriter, if any, reasonably request in writing; use its reasonable best efforts to keep each such registration or qualification (or exemption therefrom) effective during the period during which the related Eligible Registration Statement is required to be kept effective and use its reasonable best efforts to do any and all other acts or things necessary or advisable to enable the disposition in such jurisdictions of the Registrable Securities covered by the applicable Eligible Registration Statement; provided, however, that the Company will not be required to (A) qualify generally to do business in any jurisdiction where it is not then so qualified or (B) take any action that would subject it to general service of process or taxation in any such jurisdiction where it is not then so subject.

(i) Upon the occurrence of any event contemplated by clause (v) or (vi) of Section 6.6(c) above, as promptly as practicable prepare a supplement or post-effective amendment to the Eligible Registration Statement or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, or file any other required document so that, as thereafter delivered to the purchasers of the Registrable Securities being sold thereunder, such Prospectus will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(j) Enter into an underwriting agreement in form, scope and substance as is customary in underwritten offerings and take all such other actions as are reasonably requested by the managing underwriter in order to expedite or facilitate the registration or the disposition of such Registrable Securities, and in such connection, (i) make such representations and warranties to the underwriters, with respect to the business of the Company and its subsidiaries, and the Eligible Registration Statement, Prospectus and documents, if any, incorporated or deemed to be incorporated by reference therein, in each case, in form, substance and scope no less favorable to the Company, taken as a whole, than the underwriting agreement entered into by the Company in March 2006 with respect to the issuance and sale of certain shares of the Common Stock; (ii) obtain opinions of counsel to the Company and updates thereof (which counsel and opinions shall be reasonably satisfactory (in form, scope and substance) to the managing underwriter), addressed to the underwriters covering the matters customarily covered in opinions requested in underwritten offerings and such other matters as may be reasonably requested by the underwriters; and (iii) obtain “cold comfort” letters and updates thereof from the independent certified public accountants of the Company (and, if necessary, any other independent certified public accountants of any subsidiary of the Company or of any business acquired by the Company for which financial statements and financial data are, or are required to be, included in the Eligible Registration Statement), addressed to each of the underwriters, such letters to be in customary form and covering matters of the type customarily covered in “cold comfort” letters in connection with underwritten offerings. The above shall be done at each closing under such underwriting agreement, or as and to the extent required thereunder.

(k) Use its reasonable best efforts to cause all Registrable Securities covered by such Eligible Registration Statement to be listed on each securities exchange on which the Common Stock of the Company is then listed.

(l) Comply with all applicable rules and regulations of the SEC and make generally available to its security-holders earnings statements satisfying the provisions of Section 11(a)

of the Securities Act and Rule 158 thereunder (or any similar rule promulgated under the Securities Act) no later than 45 days after the end of any 12-month period (or 90 days after the end of any 12-month period if such period is a fiscal year) (i) commencing at the end of any fiscal quarter in which Registrable Securities are sold to underwriters in a firm commitment or best efforts underwritten offering and (ii) if not sold to underwriters in such an offering, commencing on the first day of the first fiscal quarter of the Company after the effectiveness date of an Eligible Registration Statement, which statements shall cover said 12-month periods.

Section 6.7. Delay of Registration; Furnishing Information. It shall be a condition precedent to the obligations of the Company to take any action pursuant to Section 6.1 or 6.2 that the OW Group shall furnish to the Company such information regarding itself, the Registrable Securities held by it and the intended method of distribution of such securities as required by Section 6.10 or as otherwise reasonably requested by the Company.

Section 6.8. Indemnification. In the event any Registrable Securities are included in an Eligible Registration Statement under Section 6.1 or 6.2:

(a) To the fullest extent permitted by law, the Company will indemnify and hold harmless OW, the OW Group, the partners, members, directors and officers of any member of the OW Group, any underwriter (as defined in the Securities Act), the directors and officers of such underwriter, and each person, if any, who controls any member of the OW Group or such underwriter within the meaning of the Securities Act or the Exchange Act (collectively, the “**Non-Company Indemnified Parties**”), against any losses, claims, damages, or liabilities (joint or several) to which they may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or suits, actions or proceedings in respect thereof) and reasonable documented expenses that arise out of or are based upon any of the following statements, omissions or violations by the Company: (i) any untrue statement or alleged untrue statement of a material fact contained in such Eligible Registration Statement or incorporated by reference therein, including any preliminary prospectus, final prospectus or summary prospectus contained therein or any amendments or supplements thereto or any document incorporated by reference therein, or any other such disclosure document (including reports and other documents filed under the Exchange Act and any document incorporated by reference therein) or related document or report, (ii) any omission or alleged omission to state therein a material fact required to be stated therein (in the case of an Eligible Registration Statement only), or necessary to make the statements therein not misleading, in the case of a prospectus, in the light of the circumstances when they were made, or (iii) any violation or alleged violation by the Company or any of its subsidiaries of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any federal, state, foreign or common law, rule or regulation in connection with the offering covered by such Eligible Registration Statement (collectively, a “**Violation**”); and the Company will reimburse each such Non-Company Indemnified Party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability, suit, action or proceeding; provided, however, that the indemnity agreement contained in this Section 6.8(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability, suit, action or proceeding if such settlement is effected without the consent of the Company, which consent shall not be unreasonably withheld, delayed or conditioned, nor shall the Company be

liable in any such case for any such loss, claim, damage, liability, suit, action or proceeding to the extent that it arises out of or is based upon a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such Eligible Registration Statement by such Non-Company Indemnified Party.

(b) To the fullest extent permitted by law, the OW Group will, jointly and severally, indemnify and hold harmless the Company, each of its directors, officers, employees, agents, representatives, and each person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act, any underwriter (as defined in the Securities Act), the directors and officers of such underwriter, and each person, if any, who controls such underwriter within the meaning of the Securities Act or the Exchange Act, against any losses, claims, damages or liabilities (joint or several) to which the Company or any such director, officer, employee, agent, representative, controlling person or underwriter may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or suits, actions or proceedings in respect thereof) and reasonable documented expenses that arise out of or are based upon any of the following statements, omissions or violations: (i) any untrue statement or alleged untrue statement of a material fact contained in such Eligible Registration Statement or incorporated by reference therein, including any preliminary prospectus, final prospectus or summary prospectus contained therein or any amendments or supplements thereto or any document incorporated by reference therein, or any other such disclosure document (including reports and other documents filed under the Exchange Act and any document incorporated by reference therein) or related document or report, (ii) any omission or alleged omission to state therein a material fact required to be stated therein (in the case of an Eligible Registration Statement only), or necessary to make the statements therein not misleading, in the case of a prospectus, in the light of the circumstances when they were made, or (iii) any violation or alleged violation by the Company or any of its subsidiaries of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any federal, state, foreign or common law, rule or regulation in connection with the offering covered by such Eligible Registration Statement (collectively, a “**Holder Violation**”), in each case to the extent (and only to the extent) that such Holder Violation occurs in reliance upon and in conformity with written information furnished by the OW Group expressly for use in connection with such Eligible Registration Statement; and the OW Group will reimburse any legal or other expenses reasonably incurred by the Company or any such director, officer, employee, agent, representative, controlling person or underwriter in connection with investigating or defending any such loss, claim, damage, liability, suit, action or proceeding if it is judicially determined that there was such a Holder Violation; provided, however, that the indemnity agreement contained in this Section 6.8(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability, suit, action or proceeding if such settlement is effected without the consent of the OW Group, which consent shall not be unreasonably withheld, delayed or conditioned; provided, further, that in no event shall any indemnity under this Section 6.8(b) exceed the net proceeds from the offering received by the OW Group upon the sale of the Registrable Securities giving rise to such indemnification obligation.

(c) Promptly after receipt by an indemnified party under paragraph (a) or (b) of this Section 6.8 (an “**Indemnified Party**”) of written notice of the commencement of any claim, damage, suit, action or proceeding (including any governmental or regulatory

investigation) being brought or asserted against it, such Indemnified Party will, if a claim in respect thereof is to be made against any indemnifying party under paragraph (a) or (b) of this Section 6.8 (an “**Indemnifying Party**”), deliver to the Indemnifying Party a written notice of the commencement thereof; provided, that the failure of the Indemnified Party to deliver written notice to the Indemnifying Party shall not relieve it from any liability it may have under paragraph (a) or (b) of this Section 6.8 except to the extent such failure has materially prejudiced the Indemnifying Party’s ability to defend such action (through the forfeiture of substantive rights or defenses). The Indemnifying Party shall have the right to participate in, and, to the extent the Indemnifying Party so desires, jointly with any other Indemnifying Party who has received a similar notice, to assume the defense thereof with counsel reasonably satisfactory to the Indemnified Party to represent the Indemnified Party in such proceeding and shall pay the fees and expenses of such counsel relating to such proceeding, and after notice from the Indemnifying Party to the Indemnified Party of its election so to assume the defense thereof, the Indemnifying Party shall not, except as specified below, be liable to such Indemnified Party under paragraph (a) or (b) above, as the case may be, for any legal expenses of other counsel. In any such proceeding, an Indemnified Party shall have the right to retain its own counsel, with the fees and expenses to be paid by the Indemnified Party; provided the Indemnifying Party will pay the reasonable fees and expenses of such counsel if (i) the Indemnifying Party and the Indemnified Party shall have so mutually agreed; (ii) the Indemnifying Party has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded, based on the advice of counsel, that there may be legal defenses available to it that are different from or in addition to those available to the Indemnifying Party; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Indemnifying Party and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. It is understood and agreed that the Indemnifying Party shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel that is required to effectively defend against any such proceeding) for all Indemnified Parties, and that all such fees and expenses shall be paid or reimbursed promptly. The Indemnifying Party shall not be liable for any settlement of any proceeding effected without its written consent (which shall not be unreasonably withheld, delayed or conditioned), but if settled with such consent or if there be a final judgment for the plaintiff, the Indemnifying Party agrees to indemnify each Indemnified Party from and against any loss or liability by reason of such settlement or judgment. No Indemnifying Party shall, without the written consent of the Indemnified Party (which shall not be unreasonably withheld, delayed or conditioned), effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Party is or could have been a party and indemnification could have been sought hereunder by such Indemnified Party, unless such settlement (x) includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

(d) If the indemnification provided for in this Section 6.8 is held by a court of competent jurisdiction to be unavailable to an Indemnified Party with respect to any losses, claims, damages or liabilities referred to herein, the Indemnifying Party, in lieu of indemnifying such Indemnified Party thereunder, shall to the extent permitted by applicable Law contribute to

the amount paid or payable by such Indemnified Party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and of the Indemnified Party on the other in connection with the actions that resulted in such loss, claim, damage or liability, as well as any other relevant equitable considerations. The relative fault of the Indemnifying Party and of the Indemnified Party shall be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the Indemnifying Party or by the Indemnified Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; provided, that in no event shall any contribution by a Holder hereunder exceed the net proceeds from the offering made under such Eligible Registration Statement received by such Holder.

(e) The parties hereto agree that it would not be just and equitable if contribution pursuant to Section 6.8(d) were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in the immediately preceding paragraph. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

(f) The obligations of the Company and the OW Group under this Section 6.8 shall survive completion of any offering of Registrable Securities in an Eligible Registration Statement and the termination of this Agreement.

(g) The obligations of the parties under this Section 6.8 will be in addition to any liability, without duplication, which any party may otherwise have to any other party.

Section 6.9. "Market Stand-Off" Agreement. The OW Group hereby agrees that the OW Group shall not Transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale or other Transfer, any Lock-Up Security held by the OW Group (other than those included in the registration) for a period specified by the representative(s) of the underwriters of Registrable Securities or any other securities sold in any offering in respect of which the OW Group received notice from the Company in accordance with Section 6.2, such period not to exceed one hundred and eighty (180) days following the effective date of a registration statement of the Company filed under the Securities Act. The Company may impose stop transfer instructions with respect to any Lock-Up Security subject to the foregoing restriction until the end of said one hundred and eighty (180) day or shorter period.

Section 6.10. Agreement to Furnish Information. The OW Group agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the representative(s) of the underwriter(s) that are consistent with the OW Group's obligations under Section 6.9 or that are necessary to give further effect thereto. In addition, if requested by the Company or such representative(s), the OW Group shall provide, to the extent the OW Group has elected to include Registrable Securities in an Eligible Registration Statement, within one (1) business day of such request, such information relating to itself, the Registrable Securities held by it and the registration and the intended method of distribution of the Registrable Securities as

may be reasonably requested by the Company or such representative(s) in connection with the completion of any public offering of Common Stock pursuant to such Eligible Registration Statement. The underwriters of Registrable Securities are intended third party beneficiaries of Sections 6.9 and 6.10 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

Section 6.11. Termination. The rights and obligations of the OW Group set forth in this Article VI (other than those set forth in Section 6.8) shall terminate on the earlier of the date (i) that the OW Group owns less than 3% of the issued and outstanding Common Stock or (ii) solely with respect to Section 6.9, upon the OW Group enforcing its rights under Section 4.6.

ARTICLE VII

RIGHT OF FIRST OFFER AND RIGHT OF FIRST REFUSAL

Section 7.1. Right of First Offer for 144 Sales.

(a) Subject to the restrictions set forth in Section 5.1 of this Agreement and Section 5.3 of the Option Agreement, in the event any member of the OW Group proposes to Transfer (other than a Permitted Transfer) a Threshold Block, in a transaction or series of related transactions, of Shares in a 144 Sale, the OW Group shall furnish to the Company a written notice of such proposed Transfer (a “**ROFO Sale Notice**”) at least 48 hours prior to the opening of trading on The New York Stock Exchange (or such other primary stock exchange upon which the Common Stock is listed) on the business day that the OW Group proposes to begin to effect such 144 Sale.

(b) The ROFO Sale Notice shall include:

(i) (A) the number of Shares proposed to be sold (the “**ROFO Shares**”), (B) the per share purchase price in cash at which the OW Group is prepared to Transfer such ROFO Shares (the “**ROFO Sale Price**”) and (C) the date the OW Group proposes to begin to effect such 144 Sale; and

(ii) an offer to sell to the Company and/or a designee of the Company all or a portion of the ROFO Shares at the ROFO Sale Price.

(c) If the Company wishes to purchase (and/or cause a designee to purchase) all or a portion of the ROFO Shares at the ROFO Sale Price, the Company shall deliver a notice (a “**ROFO Purchase Notice**”) to the OW Group no later 8:00 a.m. New York time on the business day that the OW Group proposes to effect such 144 Sale specifying the number of ROFO Shares it wishes to purchase (and/or cause a designee to purchase) from the OW Group. The closing of the purchase of such ROFO Shares by the Company and/or any such designee shall take place no later than five (5) business days after delivery of the ROFO Purchase Notice, with payment for such ROFO Shares being made concurrently with such purchase to the OW Group’s account designated in the ROFO Sale Notice. If the Company does not timely deliver a ROFO Purchase Notice it shall be deemed to have waived all of its rights with respect to the offer contained in the ROFO Sale Notice.

(d) In the event that the number of ROFO Shares offered to be purchased in the ROFO Purchase Notice is less than the number of ROFO Shares set forth in the Sale Notice (or the Company does not timely deliver a ROFO Purchase Notice), the OW Group may sell the ROFO Shares that are not subject to any such ROFO Purchase Notice during the five (5) day business day period beginning on the date in the ROFO Sale Notice on which the OW Group proposed to begin to effect such 144 Sale (the “**ROFO Transfer Period**”); provided that no such ROFO Share may be sold for less than the ROFO Sale Price.

(e) If by the expiration of the ROFO Transfer Period, the OW Group has not completed the Transfer of any ROFO Shares at the ROFO Sales Price or a higher price, in order for the OW Group to Transfer such ROFO Shares (or any other Shares) it shall be necessary for a new ROFO Sale Notice or ROFR Sale Notice to be delivered, and the terms and provisions of this Article VII to be again complied with. The OW Group shall not deliver more than one ROFO Sale Notice or ROFR Sale Notice in any thirty (30) day period.

Section 7.2. Right of First Refusal.

(a) Subject to the restrictions set forth in Section 5.1 of this Agreement and Section 5.3 of the Option Agreement, in the event any member of the OW Group proposes to Transfer (other than a Permitted Transfer) (i) a Threshold Block, in a transaction or series of related transactions, to a Person whom the Company reasonably determines is a direct or indirect competitor of the Company or (ii) a Significant Block, in a transaction or series of related transactions, to any Person (in each case, regardless of whether such Transfer will constitute a 144 Sale), the OW Group shall furnish to the Company a written notice of such proposed Transfer (a “**ROFR Sale Notice**”) at least (5) business days prior to the business day that the OW Group proposes to effect such Transfer.

(b) The ROFR Sale Notice shall include:

(i) (A) the identity of the proposed transferee, (B) the purchase agreement and other documentation for the proposed Transfer (the “**ROFR Sale Documentation**”), (C) the number of Shares proposed to be sold (the “**ROFR Shares**”), (D) the per share purchase price in cash at which the OW Group is prepared to Transfer such ROFR Shares (the “**ROFR Sale Price**”) and (E) the date the OW Group proposes to effect such Transfer; and

(ii) an offer to sell to the Company and/or a designee of the Company all of the ROFR Shares at the ROFR Sale Price.

(c) If the Company wishes to purchase (and/or cause a designee to purchase) all of the ROFR Shares at the ROFR Sale Price, the Company shall deliver a notice (a “**ROFR Purchase Notice**”) to the OW Group within three (3) business day after receipt of the ROFR Sale Notice. The closing of the purchase of such ROFR Shares by the Company and/or any such designee shall take place no later than the later of (i) the purchase date set forth in the ROFR Sale Documentation and (ii) five (5) business days after delivery of the ROFR Purchase Notice, with payment for such ROFR Shares being made concurrently with such purchase to the OW Group’s account designated in the ROFR Sale Notice. If the Company does not timely deliver a ROFR Purchase Notice it shall be deemed to have waived all of its rights with respect to the offer contained in the ROFR Sale Notice.

(d) In the event that Company does not timely delivery a ROFR Purchase Notice, the OW Group may sell the ROFR Shares to the proposed transferee identified in the ROFR Sale Notice at the ROFR Sale Price and on the other terms and conditions set forth in the ROFR Sale Documentation no later than three (3) business days following the date the OW Group proposed to effect such Transfer in the ROFR Sale Notice (the “**ROFR Transfer Period**”).

(e) If by the expiration of the ROFR Transfer Period, the OW Group has not completed the Transfer of the ROFR Shares, in order for the OW Group to Transfer such ROFR Shares (or any other Shares) it shall be necessary for a new ROFO Sale Notice or ROFR Sale Notice to be delivered, and the terms and provisions of this Article VII to be again complied with. The OW Group shall not deliver more than one ROFR Sale Notice or ROFO Sale Notice in any thirty (30) day period.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (upon telephonic confirmation of receipt), on the first business day following the date of dispatch if delivered by a recognized next day courier service, or on the third business day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

(a) if to the Company to:

Weight Watchers International, Inc.
675 Avenue of the Americas, 6th Floor
New York, New York 10010
Facsimile: 212-589-2858
Attention: General Counsel and Secretary

with a copy (which shall not constitute notice) to:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
Facsimile: (212) 455-2502
Attention: Robert Spatt
Kenneth B. Wallach

(b) If to the OW Group to:

Oprah Winfrey
c/o Harpo, Inc.
1041 North Formosa Avenue
West Hollywood, CA 90046
Facsimile: (310) 861-1819

with a copy (which shall not constitute notice) to:

Loeb & Loeb LLP
345 Park Avenue
New York, New York 10154
Attn: Marc Chamlin, Esq. and Lloyd L. Rothenberg, Esq.
Facsimile: (212) 656-1076

Section 8.2. Further Assurances. Each party hereto shall do and perform or cause to be done and performed all further acts and shall execute and deliver all other agreements, certificates, instruments and documents as any other party hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

Section 8.3. Amendments and Waivers. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is duly executed and delivered by the Company and the OW Group. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law. The execution of a joinder agreement to this Agreement by a Charitable Organization or a Family Member shall not constitute an amendment to this Agreement requiring the consent of any party hereto.

Section 8.4. Fees and Expenses. Each party hereto shall pay all of its own fees and expenses (including attorneys' fees) incurred in connection with this Agreement and the transactions contemplated hereby.

Section 8.5. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, that, unless in connection with Permitted Transfers, neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement to any person without the express written consent of the other party hereto and any such assignment or other transfer shall be null and void; provided, further, that no such assignment shall relieve the assigning party of its obligations hereunder if such assignee does not perform such obligations. Prior to the receipt by the Company of adequate written notice of the Permitted Transfer of any Purchased Shares in accordance with the provisions of this Agreement and specifying the full name and address of the transferee, the Company may deem and treat the person listed as the holder of such shares in its records as the absolute owner and holder of such shares for all purposes, including the payment of dividends.

Section 8.6. Termination. This Agreement shall terminate in the event that the Closing does not occur on or prior to November 18, 2015 (the “**End Date**”).

Section 8.7. Governing Law.

(a) This Agreement shall be governed and construed in accordance with the laws of the State of New York applicable to contracts made and wholly performed within such state, except for matters directly within the purview of Virginia Stock Corporation Act, which shall be governed by the Virginia Stock Corporation Act. Each of the OW Group and the Company hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction and venue of the United States District Court for the Southern District of New York and in the courts hearing appeals therefrom unless no basis for federal jurisdiction exists, in which event each party hereto irrevocably consents to the exclusive jurisdiction and venue of the Supreme Court of the State of New York, New York County, and the courts hearing appeals therefrom, for any action, suit or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the OW Group and the Company hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any such action, suit or proceeding, any claim that it is not personally subject to the jurisdiction of the aforesaid courts for any reason, other than the failure to serve process in accordance with this Section 8.7, that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and to the fullest extent permitted by applicable Law, that the action, suit or proceeding in any such court is brought in an inconvenient forum, that the venue of such action, suit or proceeding is improper, or that this Agreement, or the subject matter hereof, may not be enforced in or by such courts and further irrevocably waives, to the fullest extent permitted by applicable Law, the benefit of any defense that would hinder, fetter or delay the levy, execution or collection of any amount to which the party is entitled pursuant to the final judgment of any court having jurisdiction. Each of the OW Group and the Company irrevocably and unconditionally waives, to the fullest extent permitted by applicable Law, any and all rights to trial by jury in connection with any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

(b) Each of the OW Group and the Company expressly acknowledges that the foregoing waivers are intended to be irrevocable under the laws of the State of New York, the Commonwealth of Virginia and of the United States of America; provided, that consent by the OW Group and the Company to jurisdiction and service contained in this Section 8.7 is solely for the purpose referred to in this Section 8.7 and shall not be deemed to be a general submission to said courts or in the State of New York other than for such purpose.

Section 8.8. Entire Agreement. This Agreement and the other Transaction Documents constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings (other than the non-disclosure agreement entered into between Harpo, Inc. and the Company which shall survive and shall not be superseded), both oral and written, between the parties and/or their Affiliates with respect to the subject matter of this Agreement.

Section 8.9. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 8.10. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable Law, such provision shall be deemed to be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision were so excluded and shall be enforced in accordance with its terms to the maximum extent permitted by law.

Section 8.11. Counterparts; Third Party Beneficiaries. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument. Facsimile and electronic (.PDF) signatures shall be sufficient to execute this Agreement. Except for Section 6.13 with respect to the underwriters of Registrable Securities, no provision of this Agreement shall confer upon any person other than the parties hereto any rights or remedies hereunder.

Section 8.12. Specific Performance. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms. It is accordingly agreed that the parties shall be entitled to seek specific performance of the terms hereof, this being in addition to any other remedies to which they are entitled at law or equity.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date first written above.

OPRAH WINFREY

/s/ Oprah Winfrey

Oprah Winfrey

WEIGHT WATCHERS INTERNATIONAL, INC.

By: /s/ James R. Chambers

Name: James R. Chambers

Title: Chief Executive Officer

EXHIBIT A

FORM OF JOINDER AGREEMENT

This JOINDER AGREEMENT (this “**Joinder Agreement**”) is executed pursuant to the terms of the Share Purchase Agreement, dated as of October 18, 2015, by and between Oprah Winfrey, an individual having a mailing address at c/o Harpo, Inc. 1041 North Formosa Avenue, West Hollywood, CA 90046 (“**OW**”), and Weight Watchers International, Inc., a Virginia corporation (the “**Company**”), a copy of which is attached hereto and is incorporated herein by reference (the “**Share Purchase Agreement**”), by the undersigned (the “**OW Transferee**”). Capitalized terms used but not defined herein have the meanings set forth in the Share Purchase Agreement. By execution and delivery of this Joinder Agreement, the OW Transferee agrees as follows:

SECTION 1. Acknowledgment. The OW Transferee acknowledges that it has acquired Purchased Shares from a member of the OW Group pursuant to a Permitted Transfer.

SECTION 2. Agreement. The OW Transferee (a) agrees that the Purchased Shares it owns shall be bound by and subject to the terms of the Share Purchase Agreement to the same extent as if such OW Transferee were a member of the OW Group, (b) hereby adopts the Share Purchase Agreement with the same force and effect as if it were originally a member of the OW Group and (c) shall constitute a member of the “OW Group” under the Share Purchase Agreement.

SECTION 3. Notice. Any notice required to be provided by the Share Purchase Agreement shall be given to OW Transferee at the address of OW Group listed in the Share Purchase Agreement.

SECTION 4. Governing Law. This Joinder Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed therein.

Executed and dated this day of .

OW Transferee:

[*INSERT NAME*]

By: _____
[Title]

Acknowledged and Agreed to by

WEIGHT WATCHERS INTERNATIONAL, INC.

By: _____
[Title]

**WEIGHT WATCHERS INTERNATIONAL, INC.
TERM SHEET FOR
CONSULTANT STOCK OPTION AWARDS**

FOR GOOD AND VALUABLE CONSIDERATION, Weight Watchers International, Inc., a Virginia corporation (the "Company"), hereby grants to the consultant of the Company identified below (the "Consultant") a fully vested Option to purchase the aggregate number of shares of Common Stock of the Company specified below (the "Option Award") at the purchase price per share specified below (the "Exercise Price"). The Option Award is granted upon the terms, and subject to the conditions, set forth in this Term Sheet and the Terms and Conditions for Consultant Stock Option Awards as attached hereto (the "Terms and Conditions"), each hereby incorporated herein by this reference and each as amended from time to time. The Option Award granted hereunder is made and granted as a stand-alone award, separate and apart from, and outside of, the Amended and Restated Weight Watchers International, Inc. 2014 Stock Incentive Plan (the "Plan"), and shall not constitute an Option Award granted under or pursuant to that Plan. Notwithstanding the foregoing, the terms, conditions and definitions set forth in the Plan shall apply to the Option Award as though the Option Award had been granted under the Plan (including but not limited to the adjustment provision contained in the Plan), and the Option Award shall be subject to such terms, conditions and definitions which are hereby incorporated herein by reference and made a part hereof. Notwithstanding the foregoing, the Option Award shall not be counted for purposes of calculating the aggregate number of shares that may be issued or transferred pursuant to awards under the Plan (including pursuant to Section 3(a) of the Plan) or for purposes of calculating the award limitations under the Plan. Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Terms and Conditions or the Plan.

Key Terms and Conditions

Name of Consultant:	Oprah Winfrey
Grant Date:	October 18, 2015
Aggregate Number of Shares subject to Option:	3,513,468
Exercise Price per Share of an Option:	US \$6.97
Option Expiration Date:	October 18, 2025

By accepting this Term Sheet, the Consultant acknowledges that she has received and read, and agrees that the Option granted herein is subject to and qualified in its entirety by this Term Sheet and the Terms and Conditions, and shall be subject to the terms and conditions of this Term Sheet and the Terms and Conditions attached hereto.

The Consultant may not exercise any portion of the Option prior to the Shareholder Approval Effective Date (as defined in the Terms and Conditions) or prior to the Closing Date (as defined in the Terms and Conditions).

WEIGHT WATCHERS INTERNATIONAL, INC.

CONSULTANT

By: /s/ James R. Chambers
Name: James R. Chambers
Title: Chief Executive Officer

/s/ Oprah Winfrey
Oprah Winfrey
Address: c/o Harpo, Inc.
1041 North Formosa Avenue
West Hollywood, CA 90046

WEIGHT WATCHERS INTERNATIONAL, INC.
TERMS AND CONDITIONS FOR
CONSULTANT STOCK OPTION AWARDS

Weight Watchers International, Inc., a Virginia corporation (the “Company”), grants to the Consultant who is identified on the Term Sheet for Consultant Stock Option Awards provided to the Consultant herewith (the “Term Sheet”) the Options specified in the Term Sheet, upon the terms and subject to the conditions set forth in (i) the Term Sheet and (ii) these Terms and Conditions for Consultant Stock Option Awards (these “Terms and Conditions”), each hereby incorporated herein by this reference and each as amended from time to time. The Option Award granted hereunder is made and granted as a stand-alone award, separate and apart from, and outside of, the Amended and Restated Weight Watchers International, Inc. 2014 Stock Incentive Plan (the “Plan”), and shall not constitute an Option Award granted under or pursuant to that Plan. Notwithstanding the foregoing, the terms, conditions and definitions set forth in the Plan shall apply to the Option Award as though the Option Award had been granted under the Plan (including but not limited to the adjustment provision contained in the Plan), and the Option Award shall be subject to such terms, conditions and definitions which are hereby incorporated herein by reference and made a part hereof. Notwithstanding the foregoing, the Option Award shall not be counted for purposes of calculating the aggregate number of shares that may be issued or transferred pursuant to awards under the Plan or for purposes of calculating the award limitations under the Plan (including pursuant to Section 3(a) of the Plan).

ARTICLE I

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Term Sheet or the Plan.

Section 1.1 - Cause

“Cause” shall mean (i) the Consultant’s material breach by the Consultant of the Strategic Agreement which continues beyond 10 days after a written demand for substantial performance is delivered to the Consultant by the Company or its Affiliates, (ii) willful misconduct by the Consultant involving dishonesty or breach of trust in connection with the Consultant’s service which results in a demonstrable injury (which is other than de minimis) to the Company or its Affiliates, or (iii) the Consultant’s conviction for any felony involving moral turpitude.

Section 1.2 - Closing Date

“Closing Date” shall mean the date of the closing of the transactions contemplated under the Purchase Agreement (as defined herein).

Section 1.3 - Code

“Code” shall mean the Internal Revenue Code of 1986, as amended.

Section 1.4 - Committee

“Committee” shall mean the Compensation Committee of the Board of Directors of the Company.

Section 1.5 - Common Stock

“Common Stock” shall mean the common stock, no par value per share, of the Company.

Section 1.6 - Company

“Company” shall mean Weight Watchers International, Inc.

Section 1.7 - Expiration Date

“Expiration Date” shall mean, with respect to Options, the expiration date specified on the Term Sheet.

Section 1.8 - Grant Date

“Grant Date” shall mean the date specified on the Term Sheet on which the Option Award was granted.

Section 1.9 - Options

“Option” or “Options” shall each mean the non-qualified stock option to purchase shares of Common Stock as granted under the Term Sheet and these Terms and Conditions.

Section 1.10 - Permanent Disability

The Consultant shall be deemed to have a “Permanent Disability” if the Consultant is unable to engage in the activities required to be performed by the Consultant by reason of any medically determined physical or mental impairment which can be expected to result in death or which has lasted or reasonably can be expected to last for a continuous period of not less than 12 months (in each case, as determined in good faith by a majority of the Committee, which determination shall be conclusive).

Section 1.11 - Plan

“Plan” shall mean the Amended and Restated Weight Watchers International, Inc. 2014 Stock Incentive Plan.

Section 1.12 - Purchase Agreement

“Purchase Agreement” shall mean the Share Purchase Agreement by and between the Consultant and the Company entered into on the Grant Date.

Section 1.13 - SEC

“SEC” shall mean the U.S. Securities and Exchange Commission.

Section 1.14 - Secretary

“Secretary” shall mean the Secretary of the Company.

Section 1.15 - Shareholder Approval Effective Date

“Shareholder Approval Effective Date” shall mean the date upon which shareholder approval of this Option Award becomes effective (i.e., the date that is 20 calendar days after the date on which the Company’s corresponding Schedule 14C information statement is first mailed or given to the Company’s shareholders pursuant to the terms of the Securities Exchange Act of 1934, as amended).

Section 1.16 - Strategic Agreement

“Strategic Agreement” shall mean the Strategic Collaboration Agreement by and between the Company and the Consultant entered into on the Grant Date.

Section 1.17 - Transfer

“Transfer” shall mean any sale, assignment, encumbrance, hypothecation, pledge, conveyance in trust, gift, transfer by bequest, devise or descent, entry into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership (whether to be settled by delivery of shares, in cash or otherwise) or other transfer or disposition of any kind, including, but not limited to, transfers to receivers, levying creditors, trustees or receivers in bankruptcy proceedings or general assignees for the benefit of creditors whether voluntary or by operation of law, directly or indirectly, of any Options or Common Stock issuable upon exercise of any Options.

ARTICLE II

GRANT OF OPTIONS

Section 2.1 - Grant of Options

On and as of the Grant Date, the Company irrevocably grants to the Consultant an Option to purchase the number of shares of its Common Stock specified on the Term Sheet upon the terms and conditions set forth in the Term Sheet and these Terms and Conditions. The Options shall be fully vested as of the Grant Date and shall be exercisable in accordance with Article III hereof.

Section 2.2 - Exercise Price for Options

Subject to Section 2.4 below, the exercise price of a share of Common Stock covered by an Option shall be the Exercise Price per share specified on the Term Sheet, without commission or other charge.

Section 2.3 - Consideration to the Company

In consideration of the granting of the Option Award by the Company, the Consultant agrees to render faithful and efficient services to the Company or its Affiliates pursuant to the Strategic Agreement. Nothing in the Term Sheet or in these Terms and Conditions shall confer upon the Consultant any right to continue in the service of the Company or its Affiliates, or shall interfere with or restrict in any way the rights of the Company or its Affiliates, which are hereby expressly reserved, to terminate the services of the Consultant at any time for any reason whatsoever, with or without Cause, subject to the terms of the Strategic Agreement. Consultant hereby acknowledges and agrees that neither the Company or its Affiliates nor any other Person has made any representations or promises whatsoever to the Consultant concerning the Consultant's service or continued service to the Company or its Affiliates.

Section 2.4 - Adjustments

Subject to the provisions of the Term Sheet and these Terms and Conditions, in the event that the outstanding shares of the Common Stock subject to an Option Award are, from time to time, changed into or exchanged for a different number or kind of shares of the Company or other securities of the Company by reason of a merger, consolidation, recapitalization, change of control, reclassification, stock split, spin-off, stock dividend, combination of shares, or otherwise, the Committee shall make an appropriate and equitable adjustment in the number and kind of shares or other consideration as to which such Option Award, including the portions thereof then unexercised, that shall be exercisable, and to the Exercise Price per share.

ARTICLE III

EXERCISABILITY

Section 3.1 - Commencement of Exercisability

Unless otherwise provided in the Term Sheet or these Terms and Conditions, the shares subject to the Options shall be and remain exercisable from and after the later of the Shareholder Approval Effective Date and the Closing Date through the Expiration Date.

Section 3.2 - Expiration of Options

(a) Option Award. The Options shall remain outstanding unless earlier exercised or terminated until the Expiration Date. Except as otherwise provided herein, the Options may not be exercised to any extent by Consultant after the first to occur of the following events:

(i) The Expiration Date;

(ii) The first anniversary of the date of the Consultant's cessation of services by reason of death or Permanent Disability;

(iii) The first business day which is ninety calendar days after the occurrence of a Cause event;

(iv) If the Consultant provides the Company notice of her election to not renew the term of the Strategic Agreement pursuant to the terms thereof, the date of the expiration of the term of the Strategic Agreement;

(v) If the Committee so determines pursuant to the provisions of these Terms and Conditions, in the event of a Change in Control (as defined in the Plan). At least ten (10) days prior to the effective date of a Change in Control (as defined in the Plan), the Committee shall give the Consultant notice of such event unless the Options (i) have then been fully exercised or (ii) have otherwise become unexercisable under this Section 3.2; and

(vi) The failure of the Closing Date to occur prior to November 18, 2015.

ARTICLE IV

EXERCISE OF OPTIONS AND STOCKHOLDER RIGHTS

Section 4.1 - Person Eligible to Exercise

During the lifetime of the Consultant, only she or the Trustee of a Consultant's Trust may exercise the Options or any portion thereof. After the death of the Consultant, any exercisable portion of the Options may, prior to the time when an Option becomes unexercisable under Section 3.2, be exercised by her personal representative or by any person empowered to do so under the Consultant's will or under the then applicable laws of descent and distribution.

Section 4.2 - Partial Exercise

Any exercisable portion of the Options or the entire Options may be exercised in whole or in part at any time prior to the time when the Options or portion thereof becomes unexercisable under Section 3.2; provided, however, that any partial exercise shall be for whole shares of Common Stock only.

Section 4.3 - Manner of Exercise

The Options, or any exercisable portion thereof, may be exercised solely by delivering to the Secretary or his office all of the following prior to the time when the Options or such portion become unexercisable under Section 3.2:

(a) Notice in writing signed by the Consultant or the other person then entitled to exercise the Options or portion thereof, stating that the Options or portion thereof are thereby exercised, such notice complying with all applicable rules established by the Committee;

(b) Full payment (in cash, by check or by a combination thereof) for the shares with respect to which such Options or portion thereof are exercised;

(c) If requested by the Committee, a bona fide written representation and agreement, in a form reasonably satisfactory to the Committee, signed by the Consultant or other person then entitled to exercise such Options or portion thereof, stating that (i) any filings required under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, if any, have been properly made and any applicable waiting period thereunder has been terminated or has expired and (ii) the shares of stock are being acquired for her own account, for investment and without any present intention of distributing or reselling said shares or any of them except as may be permitted under the Securities Act of 1933, as amended (the "1933 Act"), and then applicable rules and regulations thereunder, and that the Consultant or other person then entitled to exercise such Options or portion thereof will indemnify the Company and its Affiliates against

and hold it free and harmless from any loss, damage, expense or liability resulting to the Company or its Affiliates if any sale or distribution of the shares by such person is contrary to the representation and agreement referred to above; provided, however, that the Committee may, in its absolute discretion, take whatever additional actions it deems appropriate to ensure the observance and performance of such representation and agreement and to effect compliance with the 1933 Act and any other federal or state securities laws or regulations;

(d) Full payment to the Company of all amounts which, under federal, state or local law, it is required to withhold upon exercise of the Options; and

(e) In the event the Options or portion thereof shall be exercised pursuant to Section 4.1 by any person or persons other than the Consultant, appropriate proof of the right of such person or persons to exercise the Options.

Without limiting the generality of the foregoing, the Committee may require an opinion of counsel reasonably acceptable to it to the effect that any subsequent Transfer of shares acquired on exercise of the Options does not violate the 1933 Act, and may issue stop-transfer orders covering such shares. Share certificates evidencing stock issued on exercise of the Options may bear an appropriate legend referring to the provisions of subsection (c) above and the agreements herein. The written representation and agreement referred to in subsection (c)(ii) above shall, however, not be required if the shares to be issued pursuant to such exercise have been registered under the 1933 Act, and such registration is then effective in respect of such shares.

Section 4.4 - Conditions to Issuance of Stock Certificates

The shares of Common Stock deliverable upon the exercise of the Options, or any portion thereof shall be fully paid and nonassessable. The Company shall not be required to deliver any certificate or certificates for shares of stock purchased upon the exercise of the Options, or any portion thereof, prior to obtaining of approval or other clearance from any state or federal governmental agency which the Committee shall, in its absolute discretion, determine to be necessary or advisable.

Section 4.5 - Rights as Stockholder

(a) Optionholder Rights. The holder of the Options shall not be, nor have any of the rights or privileges of, a stockholder of the Company in respect of any shares purchasable upon the exercise of the Options or any portion thereof unless and until certificates representing such shares shall have been issued to such holder as provided under this Article IV. As soon as practicable following the date that the Consultant becomes entitled to receive the shares of Common Stock pursuant to this Article IV, certificates for the Common Stock shall be delivered to the Consultant or to the Consultant's legal guardian or representative (or if such Common Stock is evidenced

by uncertificated securities registered or recorded in records maintained by or on behalf of the Company in the name of a clearing agency, the Company will cause the Common Stock to be entered in the records of such clearing agency as owned by the Consultant).

(b) Tax Advice. The Consultant is hereby advised to seek her own tax counsel regarding the taxation of an award of an Option made hereunder.

ARTICLE V

TRANSFERS

Section 5.1 - Representations, Warranties and Agreements

The Consultant agrees and acknowledges that she will not, directly or indirectly, offer, Transfer, sell, assign, pledge, hypothecate or otherwise dispose of any shares of Common Stock issuable upon exercise of the Options (or any portion thereof) unless any filings required under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, if any, have been properly made and any applicable waiting period thereunder has been terminated or has expired and such Transfer, sale, assignment, pledge, hypothecation or other disposition is permitted pursuant to the Term Sheet and these Terms and Conditions and (i) the Transfer, sale, assignment, pledge, hypothecation or other disposition is pursuant to an effective registration statement under the 1933 Act, or (ii) counsel for the Consultant (which counsel shall be reasonably acceptable to the Company) shall have furnished the Company with an opinion, reasonably satisfactory in form and substance to the Company, that no such registration is required because of the availability of an exemption from registration under the 1933 Act and (iii) if the Consultant is a citizen or resident of any country other than the United States, or the Consultant desires to effect any such transaction in any such country, counsel for the Consultant (which counsel shall be reasonably acceptable to the Company) shall have furnished the Company with an opinion or other advice, reasonably satisfactory in form and substance to the Company, that such transaction will not violate the laws of such country.

Section 5.2 - Acknowledgement by the Company

Notwithstanding the foregoing, the Company acknowledges and agrees that any of the following Transfers are deemed to be in compliance with the 1933 Act and the Term Sheet and these Terms and Conditions and no opinion of counsel is required in connection therewith: (w) a Transfer made pursuant to Article III hereof, (x) a Transfer upon the death of the Consultant to her executors, administrators, testamentary trustees, legatees or beneficiaries, provided that such Transfer is made expressly subject to the Term Sheet and these Terms and Conditions and that such transferee shall execute a Joinder (in the form attached hereto as Exhibit A), agreeing to be bound by the provisions of the Term Sheet and these Terms and Conditions and (y) a Transfer made after the Grant Date in compliance with the federal securities laws to a trust or custodianship the

beneficiaries of which may include only the Consultant, her spouse or her lineal descendants (including lineal descendants by adoption) (a “Consultant’s Trust”), provided that such Transfer is made expressly subject to the Term Sheet and these Terms and Conditions and that such transferee shall execute a Joinder (in the form attached hereto as Exhibit A), agreeing to be bound by the provisions of the Term Sheet and these Terms and Conditions. Immediately prior to any Transfer to a Consultant’s Trust, the Consultant shall provide the Company with a copy of the instruments creating a Consultant’s Trust and with the identity of the beneficiaries of such Consultant’s Trust. The Consultant shall notify the Company immediately prior to any change in the identity of any beneficiary of a Consultant’s Trust.

Section 5.3 - Transfer Restrictions

(a) The Common Stock issued to the Consultant upon exercise of the Options may not be Transferred, sold or in any other way disposed of, except under the circumstances that a “Permitted Transfer” (as defined under the Purchase Agreement) is permitted under the terms of the Purchase Agreement (treating shares of Common Stock acquired upon exercise of the Options as “Purchased Shares” within the meaning of the Purchase Agreement for this purpose), until such time as the Transfer restrictions set forth in the immediately succeeding sentence lapse; provided, with respect to any Transfer made pursuant to clause (i), (ii) or (iii) of such definition of “Permitted Transfer”, such transferee shall execute a Joinder (in the form attached hereto as Exhibit A), agreeing to be bound by the provisions of the Term Sheet and these Terms and Conditions. Such Transfer restrictions shall lapse as to (i) 20% of the shares underlying the Options on the first anniversary of the Grant Date, (ii) 40% of the aggregate number of shares underlying the Options on the second anniversary of the Grant Date, (iii) 60% of the aggregate number of shares underlying the Options on the third anniversary of the Grant Date, (iv) 80% of the aggregate number of shares underlying the Options on the fourth anniversary of the Grant Date and (v) 100% of the aggregate number of shares underlying the Options on the fifth anniversary of the Grant Date (each such percentage calculated as if this Option was not exercised, regardless of the number of shares that were exercised); provided, however, upon the occurrence of any Cause event that occurs prior to the fifth anniversary of the Grant Date, any such Transfer restriction then and thereafter in effect pursuant to this Section 5.3 shall continue and not lapse until the fifth anniversary of the Grant Date irrespective of the lapse dates set forth in items (i) through (iv) above.

(b) Except as otherwise provided herein, neither the Options nor any interest or right therein or part thereof shall be liable for the debts, contracts or engagements of the Consultant or her successors in interest or shall be subject to disposition by Transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect; provided, however, that this Section 5.3 shall not prevent Transfers by will or by the applicable laws of descent and distribution.

(c) Subject to Article VI of the Purchase Agreement, if requested by the Committee, the Consultant agrees that if shares of capital stock of the Company or any other securities of the Company that are convertible into or exchangeable or exercisable for capital stock of the Company (collectively, "Securities") are registered pursuant to a registration statement filed with the SEC (other than a registration statement on Form S-8), the Consultant will not sell or otherwise Transfer any Securities of the Company other than those included in such filing from the date of filing such registration statement (or in the case of "shelf" registration statement, from the earlier of (x) the date of the initial preliminary prospectus and (y) the date of the final prospectus), until up to 90 days after the public offering date set forth in the final prospectus.

(d) Notwithstanding anything herein to the contrary, the provisions of this Section 5.3 will terminate (i) immediately prior to a Change in Control (as such term is defined in the Purchase Agreement), and (ii) in the event that either (a) Consultant in her capacity as Director Designee (as defined in the Purchase Agreement) is not elected to the Board of Directors (other than as a result of the Consultant's noncompliance with, or inability to satisfy the director eligibility requirements set forth in, Article IV of the Purchase Agreement); or (b) Consultant is not afforded the right to have an Observer (as defined in the Purchase Agreement) as set forth in Section 4.1 of the Purchase Agreement.

Section 5.4 - Right of First Offer / Right of First Refusal

Any Transfer of the shares of Common Stock acquired upon exercise of the Options shall be subject to the right of first offer and right of first refusal provisions set forth in Article VII of the Purchase Agreement (subject to the termination of those provisions as specified in the Purchase Agreement).

ARTICLE VI

THE COMPANY'S REPRESENTATIONS AND WARRANTIES

Section 6.1 - Authorization

The Company represents and warrants to the Consultant that (i) the Term Sheet and these Terms and Conditions has been duly authorized, executed and delivered by the Company, and (ii) upon exercise of the Options (or any portion thereof), the Common Stock, when issued and delivered in accordance with the terms hereof, will be duly and validly issued, fully paid and nonassessable. The Company hereby agrees that it will complete the filing with the SEC and mailing of the Schedule 14C information statement related to the Shareholder Approval Effective Date by no later than twenty (20) calendar days after the Grant Date. In the event that the Schedule 14C is mailed later than twenty (20) calendar days after the Grant Date, Section 5.3 of these Terms and Conditions shall be of no further force or effect.

Section 6.2 - Registration

The Company shall register the Common Stock underlying the Options and the Options on a Form S-8 Registration Statement within ten (10) calendar days after the Shareholder Approval Effective Date, and the Company will file the reports required to be filed by it under the 1933 Act and the Securities Exchange Act of 1934, as amended (the "Act"), and the rules and regulations adopted by the SEC thereunder, to the extent required from time to time to enable the Consultant to sell her shares of Stock without registration under the 1933 Act within the limitations of the exemptions provided by (A) Rule 144 under the 1933 Act, as such rule may be amended from time to time, or (B) any similar rule or regulation hereafter adopted by the SEC. Notwithstanding anything contained in this Section 6.2, the Company may deregister under Section 12 of the Act if it is then permitted to do so pursuant to the Act and the rules and regulations thereunder. Nothing in this Section 6.2 shall be deemed to limit in any manner the restrictions on sales of Common Stock contained in the Term Sheet and these Terms and Conditions. In the event that a Form S-8 Registration Statement relating to the Common Stock underlying the Options and the Options is not filed with the SEC within ten (10) calendar days after the Shareholder Approval Effective Date, Sections 5.3 and 5.4 of these Terms and Conditions shall be of no further force or effect.

ARTICLE VII

MISCELLANEOUS

Section 7.1 - Administration

The Committee shall have the power to interpret the Term Sheet and these Terms and Conditions and to adopt such rules for the administration, interpretation and application of the Term Sheet and these Terms and Conditions as are consistent therewith and to interpret or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee shall be final and binding upon the Consultant, the Company and all other interested persons. No member of the Committee shall be personally liable for any action, determination or interpretation made in good faith with respect to the Term Sheet, these Terms and Conditions or the Options. In its absolute

discretion, the Board of Directors of the Company may at any time and from time to time exercise any and all rights and duties of the Committee under the Term Sheet and these Terms and Conditions.

Section 7.2 - Shares to Be Reserved

The Company shall at all times from the Shareholder Approval Effective Date and continuing for the duration of the term of the Option Award reserve and keep available such number of shares of Common Stock as will be sufficient to satisfy the requirements of the Term Sheet and these Terms and Conditions.

Section 7.3 - Recapitalizations, etc.

The provisions of the Term Sheet and these Terms and Conditions shall apply, to the full extent set forth herein with respect to the Option Award, to any and all shares of capital stock of the Company or any capital stock, partnership units or any other security evidencing ownership interests in any successor or assign of the Company or its Affiliates (whether by merger, consolidation, sale of assets or otherwise) which may be issued in respect of, in exchange for, or substitution of the Option Award, by reason of any stock dividend, split, reverse split, combination, recapitalization, liquidation, reclassification, merger, consolidation or otherwise.

Section 7.4 - State Securities Laws

The Company hereby agrees to use its best efforts to comply with all state securities or “blue sky” laws which might be applicable to the issuance of the shares underlying the Options to the Consultant.

Section 7.5 - Binding Effect

The provisions of the Term Sheet and these Terms and Conditions shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. In the case of a transferee permitted under the Term Sheet and these Terms and Conditions, such transferee shall be deemed the Consultant hereunder; provided, however, that no transferee shall derive any rights under the Term Sheet and these Terms and Conditions unless and until such transferee has delivered to the Company a Joinder (in the form attached hereto as Exhibit A) and becomes bound by the terms of the Term Sheet and these Terms and Conditions.

Section 7.6 - Miscellaneous

In the Term Sheet and these Terms and Conditions, (i) all references to “dollars” or “\$” are to United States dollars and (ii) the word “or” is not exclusive. If any provision of the Term Sheet and these Terms and Conditions shall be declared illegal, void or unenforceable by any court of competent jurisdiction, the other provisions shall not be affected, but shall remain in full force and effect.

Section 7.7 - Notices

Any notice to be given under the terms of the Term Sheet and these Terms and Conditions shall be in writing and shall have been deemed duly given when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service. Any notice shall be sent to the party to be notified at the address as set forth in this Section 7.7 or the signature pages to the joinder agreement substantially in the form of Exhibit A hereto; provided, however that by a notice given pursuant to this Section 7.7, either party may hereafter designate a different address for notices to be given to Company or Consultant and any notice which is required to be given to the Consultant shall, if the Consultant is then deceased, be given to the Consultant's personal representative if such representative has previously informed the Company of his or her status and address by written notice under this Section 7.7.

If to Company:

Weight Watchers International, Inc.
675 Avenue of the Americas, 6th Floor
New York, New York 10010
Facsimile: 212-589-2858
Attention: General Counsel and Secretary

With a copy (not constituting notice) to:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
Facsimile: (212) 455-2502
Attention: Robert Spatt
Kenneth B. Wallach

If to Consultant:

Oprah Winfrey
c/o Harpo, Inc.
1041 North Formosa Avenue
West Hollywood, CA 90046

With a copy (not constituting notice) to:

Loeb & Loeb LLP
345 Park Avenue
New York, New York 10154

Attn: Marc Chamlin, Esq. and Lloyd L. Rothenberg, Esq.
Fax: (212) 656-1076
E-mail: mchamlin@loeb.com; lrothenberg@loeb.com.

Section 7.8 - Titles

Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of the Term Sheet and these Terms and Conditions.

Section 7.9 - Applicability of Plan

The Common Stock issued to the Consultant upon exercise of the Options shall be subject to all of the terms and provisions of the Term Sheet and these Terms and Conditions (including the terms and conditions of the Plan incorporated by reference herein), to the extent applicable to the Option and any shares of Common Stock issuing upon the exercise of the Options (or any portion thereof). In the event of any conflict between the Term Sheet and these Terms and Conditions, these Terms and Conditions shall control.

Section 7.10 - Intentionally Omitted

Section 7.11 - Amendment

The Term Sheet and these Terms and Conditions may be amended only by a writing executed by the parties hereto which specifically states that it is amending the Term Sheet or these Terms and Conditions, as applicable.

Section 7.12 - Governing Law

The Term Sheet and these Terms and Conditions shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7.13 - Jurisdiction

The parties to the Term Sheet and these Terms and Conditions agree that jurisdiction and venue in any action brought by any party hereto pursuant to the Term Sheet and these Terms and Conditions shall properly lie and shall be brought in any federal or state court located in the Borough of Manhattan, City and State of New York. By execution and delivery of Term Sheet and these Terms and Conditions, each party hereto irrevocably submits to the jurisdiction of such courts for itself, himself or herself and in respect of its, his or her property with respect to such action. The parties hereto irrevocably agree that venue would be proper in such court, and hereby irrevocably waive any objection that such court is an improper or inconvenient forum for the resolution of such action.

Section 7.14 - Counterparts

The Term Sheet and these Terms and Conditions may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

EXHIBIT A

JOINDER

By execution of this Joinder, the undersigned agrees to become a party to that certain Term Sheet for Consultant Stock Option Awards and that certain Terms and Conditions for Consultant Stock Option Awards, effective as of _____ (collectively, the "Agreement"), by and between WEIGHT WATCHERS INTERNATIONAL, INC. (the "Company") and _____ (the "Consultant"). By execution of this Joinder, the undersigned shall have all the rights, and shall observe all the obligations, applicable to the Consultant (except as otherwise set forth in the Agreement), and to have made on the date hereof all representations and warranties made by such Consultant, modified, if necessary, to reflect the nature of the undersigned as a trust, estate or other entity.

Name: _____

Address for Notices:

With copies to:

Signature: _____

Date: _____



Media Contacts:

Stacie Sherer for Weight Watchers
212.589.2737
Stacie.Sherer@weightwatchers.com

Nicole Nichols for Oprah Winfrey
323.602.5511
Nicole_Nichols@own.tv

For Investor Inquiries:

Corey Kinger for Weight Watchers
212.986.6667
kinger@braincomm.com

**OPRAH WINFREY AND WEIGHT WATCHERS
JOIN FORCES IN GROUNDBREAKING PARTNERSHIP**

NEW YORK, NY (October 19, 2015) – Oprah Winfrey and Weight Watchers International, Inc. (NYSE: WTW) have joined together in a groundbreaking partnership to inspire people around the world to lead a healthier and more fulfilling life. Winfrey was compelled by the proven Weight Watchers program combined with new initiatives to broaden the company’s mission to prioritize overall health and wellness. As a part of this long-term partnership, Winfrey is making a substantial equity investment in the company and is joining the Board of Directors, bringing her insight to future products and programs.

“Weight Watchers has given me the tools to begin to make the lasting shift that I and so many of us who are struggling with weight have longed for,” said Oprah Winfrey. “I believe in the program so much I decided to invest in the company and partner in its evolution.”

“We are expanding our purpose from focusing on weight loss alone to more broadly helping people lead a healthier, happier life,” said Jim Chambers, President and CEO, Weight Watchers International, Inc. “Through our conversations, it became clear that there is tremendous alignment between Oprah’s intention and our mission. We believe that her remarkable ability to connect and inspire people to realize their full potential is uniquely complementary to our powerful community, extraordinary coaches and proven approach.”

Winfrey’s roles at Weight Watchers will include:

- **Member** – Winfrey has joined the program and will candidly share her experiences and perspective along the way.
- **Board Member and Adviser** – Winfrey will bring insight and strategy to program development and execution that reflects not only her own experiences as a member, but also her unique ability to inspire and connect people to live their best lives.
- **Owner** – Winfrey will purchase newly issued shares representing 10% of the shares outstanding and will receive options to acquire an additional 5% of the fully diluted shares.

“Weight Watchers and Oprah Winfrey make a powerful combination,” said Ray Debbane, Chairman of the Board of Directors, Weight Watchers International, Inc. “Oprah is a force of nature in connecting with people on a very personal level to live inspired lives. This partnership will accelerate our transformation and will meaningfully expand our ability to impact many millions of people worldwide.”

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About Weight Watchers International, Inc.

Weight Watchers International, Inc. is the world’s leading commercial provider of weight management services, operating globally through a network of Company-owned and franchise operations. Weight Watchers holds more than 36,000 meetings each week where members receive group support and learn about healthy eating patterns, behavior modification and physical activity. Weight Watchers provides innovative, digital weight management products through its websites, mobile sites and apps. Weight Watchers is the leading provider of online subscription weight management products in the world. In addition, Weight Watchers offers a wide range of products, publications and programs for those interested in weight loss and weight control.