

FIRST AMENDMENT TO LICENSE AGREEMENT

**WEIGHT WATCHERS NORTH AMERICA, INC., A DELAWARE CORPORATION
THE CITY OF SAN DIEGO, A CALIFORNIA MUNICIPAL CORPORATION**

This First Amendment to License Agreement is entered into as of 5/20, 2019, ("Amendment Effective Date") by and between The City of San Diego, a California municipal corporation ("CITY") and Weight Watchers North America, Inc., a Delaware corporation ("LICENSEE") with reference to the facts set forth in the Recitals below.

Recitals

- A. CITY and LICENSEE entered into that certain License Agreement dated May 1, 2017 for the non-exclusive use of the conference room located at 1200 Third Avenue, Suite 403, San Diego, CA 92101, leased by the City pursuant to the Master Lease.
- B. CITY and LICENSEE desire to amend the License Agreement, extending the term.
- C. Unless otherwise expressly provided in this First Amendment, capitalized terms used in this First Amendment shall have the same meaning as set forth in the License Agreement.

NOW, THEREFORE, in consideration of the Recitals set forth above which are incorporated herein, and for good and valuable consideration, the parties agree to amend the License Agreement as follows:

Amendment

- 1. Paragraph 2.2 of the License Agreement is deleted in its entirety and replaced with the following:
 - "2.2 The term shall commence on May 1, 2017 and shall expire on April 30, 2021 (Term). A reasonable extension to the Term may be granted at the sole discretion of CITY."
- 2. No Other Changes. All other terms and conditions of the License Agreement shall remain in full force and effect, and if there are any conflicts between the License Agreement and this First Amendment, said conflicts shall be resolved in favor of the terms and conditions of this First Amendment.
- 3. Authority. Each individual executing this First Amendment on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this First Amendment on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper

under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this First Amendment is binding upon such person or entity in accordance with its terms. Each person executing this First Amendment on behalf of another person or legal entity represents and warrants such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to License Agreement effective as of the Amendment Effective Date.

Licensee: WEIGHT WATCHERS NORTH AMERICA, INC.,
a Delaware corporation

By: Weight Watchers Date: 4/23/19
Name: Randa Spencer
Title: Territory Manager

City: THE CITY OF SAN DIEGO, a California municipal corporation

By: [Signature] Date: 5/4/19
Cybele Thompson
Director, Real Estate Assets Department

Approved as to form this 20th day of May, 2019

MARA W. ELLIOTT, City Attorney

By: [Signature]
Name: Melissa Ahles
Title: Deputy City Attorney

Environmental Impact: This activity is not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(2).