



Order Filed on December 28, 2023  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

**Caption in Compliance with D.N.J. LBR 9004-1(b)**

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*Co-Counsel for Debtors and  
Debtors in Possession*

In re:

WEWORK INC., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 23-19865 (JKS)

(Jointly Administered)

**DATED: December 28, 2023**

A handwritten signature in black ink, appearing to read "J K Sherwood".

Honorable John K. Sherwood  
United States Bankruptcy Court

**ORDER (I) AUTHORIZING THE RETENTION  
AND EMPLOYMENT OF PJT PARTNERS LP AS INVESTMENT  
BANKER TO THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE  
AS OF THE PETITION DATE, (II) WAIVING CERTAIN TIMEKEEPING  
REQUIREMENTS, AND (III) GRANTING RELATED RELIEF**

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The relief set forth on the following pages, number three (3) through thirteen (13),  
is **ORDERED**.

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Upon the *Debtors Application for Entry of an Order (I) Authorizing the Retention and Employment of PJT Partners LP as Investment Banker to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Waiving Certain Timekeeping Requirements, and (III) Granting Related Relief* (the “Application”)<sup>1</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”): (a) authorizing the Debtors to retain and employ PJT Partners LP (“PJT”) as their investment banker, effective as of the Petition Date, in accordance with that certain engagement letter, dated as of September 15, 2023, a copy of which is attached hereto as **Exhibit 1**; (b) waiving certain timekeeping requirements pursuant to Local Rule 2016-1, the U.S. Trustee Guidelines, and any other applicable procedures and orders of this Court in connection with PJT’s engagement; and (c) granting related relief, all as more fully set forth in the Application; and upon the Baird Declaration; and this Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors’ notice of the Application was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing

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<sup>1</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Application.

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before this Court (the “Hearing”); and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor

**IT IS HEREBY ORDERED THAT:**

1. The Application is **GRANTED** on a basis as set forth herein.
2. Pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1, the Debtors are hereby authorized to retain PJT as investment banker to the Debtors in these chapter 11 cases effective as of the Petition Date on the terms and conditions set forth in the Application and the Engagement Letter, as modified herein.
3. PJT shall be compensated for fees and reimbursed for its reasonable, documented out-of-pocket expenses by the Debtors in accordance with the terms of the Engagement Letter (together with all attachments thereto), as modified herein, and all fees and out-of-pocket expense reimbursements to be paid to PJT, including the Monthly Fees, Capital Raising Fee, Restructuring Fee and Transaction Fee, are approved pursuant to section 328(a) of the Bankruptcy Code, and the Debtors are authorized and directed to perform their payment, reimbursement, contribution, and indemnification obligations and their non-monetary obligations in accordance with the terms and conditions, and at the times specified, in the Engagement Letter. All compensation and reimbursement of expenses payable under the Engagement Letter shall be

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subject to review only pursuant to the standards set forth in section 328(a) of the Bankruptcy Code, except as expressly set forth herein.

4. Notwithstanding anything in the Application, Baird Declaration, or Engagement Letter to the contrary, PJT shall apply any remaining amounts of any prepetition retainers or advances as a credit toward postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to an order of the Court awarding fees and expenses to PJT. PJT is authorized without further order of the Court to apply amounts from any prepetition retainer or advance that would otherwise be applied toward payment of postpetition fees and expenses as are necessary and appropriate to compensate and reimburse PJT for fees or expenses incurred on or prior to the Petition Date consistent with its ordinary course billing practices. At the conclusion of PJT's engagement by the Debtors, if the amount of any prepetition retainer or advance held by PJT is in excess of the amount of PJT's outstanding and estimated fees, expenses, and costs, PJT will pay to the Debtors the amount by which any prepetition advance or retainer exceeds such fees, expenses, and costs, in each case in accordance with the Application and Engagement Letter.

5. Notwithstanding anything to the contrary contained herein or in the Application and/or Engagement Letter, PJT shall file interim and final fee applications for allowance of compensation and reimbursement of its out-of-pocket expenses incurred pursuant to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the U.S. Trustee Guidelines and any other procedures or orders of the Bankruptcy Court; **provided, however, the compensation, fees, and**

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**expenses payable to PJT pursuant to the Engagement Agreement shall be subject to review only pursuant to the standards set forth in section 328(a) of the Bankruptcy Code, and shall not be subject to any other standard of review set forth in section 330 of the Bankruptcy Code except as provided herein.** PJT shall be entitled to seek interim allowance and payment of any Capital Raising Fee, Restructuring Fee and/or Transaction Fee by filing an application in accordance with the “Compensation Procedures” set forth in paragraph 2.A. of the Administrative Fee Order Establishing Procedures for the Allowance and Payment of Interim Compensation and Reimbursement of Expenses of Professionals Retained by Order of this Court (the “Interim Compensation Order”) [Docket No. 340], provided that PJT shall be entitled to file and serve such application in respect of each Capital Raising Fee, Restructuring Fee and Transaction Fee immediately upon the consummation of such transaction. Notwithstanding the foregoing, the full amount of each Capital Raising Fee, Restructuring Fee and Transaction Fee will be escrowed upon the consummation of the applicable transaction until such amounts are permitted to be paid to PJT pursuant to this Order, the Interim Compensation Order or a further order of this Court.

6. Notwithstanding paragraphs 3 and 5 hereof, the U.S. Trustee shall retain the right to object to the compensation, fees, and expenses to be paid to PJT pursuant to the Application and the Engagement Agreement, including the Monthly Fees, Capital Raising Fees, Restructuring Fee, and Transaction Fees, based on the reasonableness standard provided for in section 330 of the Bankruptcy Code; provided, that reasonableness for this purpose shall include, among other things, an evaluation by comparing the fees payable in this case to the fees paid to other investment banking

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firms for comparable services in other chapter 11 cases and outside of chapter 11 cases, and shall not be evaluated solely on the basis of time committed or the length of these cases. Accordingly, nothing in this Order or the record shall constitute a finding of fact or conclusion of law binding on the U.S. Trustee, on appeal or otherwise, with respect to the reasonableness of PJT's compensation. This Order and the record relating to this Court's consideration of the Application shall not prejudice or otherwise affect the rights of the U.S. Trustee to challenge the reasonableness of PJT's compensation, fees, and expenses under the standard set forth in the preceding sentence. Accordingly, nothing in this Order or such record shall constitute a finding of fact or conclusion of law binding the U.S. Trustee, on appeal or otherwise, with respect to the reasonableness of PJT's fees.

7. PJT shall file monthly fee statements and interim and final fee applications for the allowance of compensation for services rendered and reimbursement of expenses incurred in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court. PJT is hereby authorized to keep reasonably detailed time records in half-hour increments, and shall not be required to keep time records on a "project category" basis, or conform to any schedule of hourly rates, and will submit, with any interim or final fee application, together with the time records, a narrative summary of services rendered and will identify each professional rendering services, and the total amount of compensation requested by PJT.

8. PJT's Monthly Fee shall be prorated for any month in which PJT is not employed for each day of the month, and PJT shall refund the prorated amount of any Monthly Fee paid in advance.

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9. PJT will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, PJT will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

10. The indemnification, contribution, and reimbursement provisions set forth in the Indemnification Agreement are approved, subject, during the pendency of these chapter 11 cases, to the following modifications:

- a. PJT shall not be entitled to indemnification, exculpation, contribution, or reimbursement set forth in the Engagement Letter and/or Indemnification Agreement, unless such indemnification, contribution, or reimbursement is approved by this Court;
- b. Notwithstanding any provision of the Engagement Letter and/or the Indemnification Agreement to the contrary, the Debtors shall have no obligation to indemnify PJT, or provide contribution or reimbursement to PJT Partners, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from PJT's gross negligence, fraud, willful misconduct, bad faith or self-dealing to which the Debtors have not consented; (ii) for a contractual dispute in which the Debtors allege breach of PJT's obligations under the Engagement Letter and/or Indemnification Agreement, unless the Court determines that indemnification, contribution or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled without the Debtors' consent prior to a judicial determination as to PJT's gross negligence, fraud, willful misconduct, bad faith or self-dealing but determined by this Court, after notice and a hearing, to be a claim or expense for which PJT should not receive indemnity, contribution or reimbursement under the terms of the Engagement Letter and/or the Indemnification Agreement, as modified by this Order;
- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order

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closing these chapter 11 cases, PJT or the PJT Party believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Indemnification Agreement (as modified by this Order), including without limitation, the advancement of defense costs, PJT or the applicable PJT Party must file an application therefor in this Court, and the Debtors may not pay any such amounts to PJT before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time during which this Court shall have jurisdiction over any request for indemnification, contribution, and/or reimbursement by PJT or any PJT Party, and is not a provision limiting the duration of the Debtors' obligation to indemnify, or make contributions or reimbursements to, PJT or the applicable PJT Party; and

- d. Any limitation of liability provisions in the Engagement Letter and/or the Indemnification Agreement shall not apply as to any losses, claims, damages, or liabilities for which the PJT Parties would not be entitled to indemnification under the provisions of this Order. Notwithstanding any provision in the Indemnification Agreement to the contrary, the contribution obligation of the PJT shall not be limited to the aggregate amount of fees actually received by PJT from the Debtors pursuant to the Engagement Letter.

11. PJT shall use its best efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in these chapter 11 cases.

12. Notwithstanding anything to the contrary in the Application, Declaration or the Engagement Letter, all fees paid to PJT by the Debtors pursuant to the Engagement Letter during these Chapter 11 Cases are subject to disgorgement unless and until they are approved by the Court on a final basis, after submission of PJT's final fee application.

13. Notwithstanding anything to the contrary in the Application, the Baird Declaration or the Engagement Letter, this Court shall have exclusive jurisdiction over PJT's engagement during

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the pendency of these Chapter 11 Cases.

14. To the extent there is any inconsistency between the terms of the Engagement Letter, the Application, the Baird Declaration, and this Order, the terms of this Order shall govern.

15. To the extent the Debtors wish to expand the scope of PJT's services beyond those services set forth in or contemplated in the Engagement Letter or this Order (and as to which additional compensation would otherwise be payable), the Debtors shall be required to seek further approval from this Court. The Debtors shall file notice of any proposed additional services and any underlying engagement agreement with the Court and serve such notice on the U.S. Trustee, counsel for any committee appointed in these Chapter 11 Cases, and any party requesting notice under Bankruptcy Rule 2002. If no such party files an objection within fourteen days of the Debtors filing such notice, such additional services and any underlying engagement agreement may be approved by the Court by further order without further notice or hearing.

16. Notwithstanding anything in the Application, the Baird Declaration, or the Engagement Letter to the contrary: (a) PJT shall, to the extent that PJT uses the services of independent contractors or subcontractors (collectively, the "Contractors") in these cases, (i) pass through the cost of such Contractors to the Debtors at the same rate that PJT pays the Contractors and (ii) seek reimbursement for actual costs only; and (iii) ensure that the Contractors are subject to the same conflict checks as required for PJT, (iv) file such disclosures required by Bankruptcy Rule 2014 with the Court and (v) attach any such Contractor invoices to its monthly fee statements, interim fee applications and/or final fee applications filed in these cases. In the event PJT seeks to use any of its

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affiliates to perform services for the Debtors (separate for the services being provided under the Engagement Letter), the Debtors shall seek the separate retention of any such affiliates.

17. In the event that, during the pendency of these cases, PJT seeks reimbursement for any attorneys' fees and/or expenses, the invoices and supporting time records from such attorneys shall be included in PJT's fee applications and such invoices and time records shall be in compliance with the Local Rules, U.S. Trustee Guidelines and the standards of sections 330 and 331 of the Bankruptcy Code, without regard to **whether such attorney has been retained under section 327 of the Bankruptcy Code** and without regard to whether such attorney's services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

18. Notwithstanding the foregoing, PJT shall only be reimbursed for any legal fees incurred in defending its fee applications in connection with these Chapter 11 Cases to the extent permitted under applicable law and decisions of this Court.

19. Notwithstanding anything contained in the Engagement Agreement to the contrary:

- a. PJT shall not be entitled to a Capital Raising Fee in respect of the DIP Facilities (as defined in the *Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* [Doc. No. 427]);
- b. PJT shall not earn a Capital Raising Fee in respect of an exit facility that is provided by the lenders under the DIP Facilities or funds managed by them (the "DIP Lenders in an amount up to the then outstanding amount of principal, interest, fees (including any fee payable upon repayment or the rollover of the DIP) or other charges provided for in the DIP Facilities (the "DIP Obligations"), but PJT (A) shall earn and receive a Capital Raising Fee on the amount of an exit facility provided by any DIP Lender that is in excess of such

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DIP Lender's DIP Obligations and (B) shall earn and receive a Capital Raising Fee on the full amount of an exit facility provided by the DIP Lenders in the event that (i) PJT conducts and/or participates in a financing marketing process in respect of such exit facility, (ii) a party other than the DIP Lenders provides a bona fide offer in respect of such exit facility and (iii) the DIP Lenders agree to provide the Debtors with more advantageous terms for such exit facility, in which case PJT shall be entitled to its full Capital Raising Fee in respect of such exit facility; provided that, notwithstanding the foregoing, in the event that the allocation of the DIP Obligations as among the DIP Lenders when compared to the allocation of the exit facility as among the DIP Lenders is materially different (with materially different being defined as one-third or more of such obligations changing hands as among the DIP Lenders and/or other parties), PJT shall be entitled to its full Capital Raising Fee in respect of such exit facility to which it otherwise would be entitled in the absence of this paragraph;

- c. In the event that the same transaction constitutes both a Transaction and a Restructuring, PJT shall be entitled to be paid the higher of the Transaction Fee and the Restructuring Fee in connection with such transaction but not both such fees, subject to and after any crediting provided for in the Engagement Letter; and
- d. In the event that PJT wishes to seek compensation in respect of a Transaction other than a Transaction involving WeWork Japan or WeWork India, such additional compensation will be subject to further approval of the Court.

20. Notwithstanding anything in the Application or any supporting declarations to the contrary, PJT shall seek reimbursement from the Debtors' estates for its engagement-related expenses at the firm's actual cost.

21. None of the fees payable to PJT shall constitute a "bonus" or fee enhancement under applicable law.

22. Such services other than set forth in the Application that the Debtors may request that PJT provide during the course of these chapter 11 cases, and as agreed to by PJT, shall be subject

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to separate application and order of this Court.

23. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.

24. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

25. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

26. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

**Exhibit 1**

**Engagement Letter**

PJT Partners



As of September 15, 2023

Steven N. Serajeddini, P.C.  
Partner  
Kirkland & Ellis LLP  
601 Lexington Avenue  
New York, NY 10022

Dear Mr. Serajeddini:

This letter confirms the understanding and agreement (the “**Agreement**”) between PJT Partners LP (“**PJT Partners**”) and Kirkland & Ellis LLP (“**Counsel**”), on behalf of and as counsel to WeWork Inc. (“**WeWork**”, and together with its affiliates and subsidiaries, the “**Company**”), regarding the retention of PJT Partners on an exclusive basis by Counsel on behalf of the Company effective as of September 1, 2023 (the “**Effective Date**”) as its investment banker for the purposes set forth herein. For the avoidance of doubt, this Agreement replaces and supersedes in its entirety that certain letter agreement dated September 15, 2023 by and between PJT Partners, Counsel and the Company.

Under this Agreement, PJT Partners will provide investment banking services to Counsel in connection with a possible Transaction, Restructuring and/or Capital Raise (each as defined below) and will assist Counsel in analyzing, structuring, negotiating and effecting the Transaction, Restructuring and/or Capital Raise pursuant to the terms and conditions of this Agreement. As used in this Agreement, the term (a) “**Transaction**” shall mean the sale, merger or other disposition of all or a portion of the Company or its assets (as to which the Company requests, and PJT provides the Company with, assistance) (for the avoidance of doubt, Counsel and the Company agree that PJT Partners is retained as the exclusive financial advisor by Counsel on behalf of the Company in connection with any potential Transactions in respect of all or substantially all of the Company’s assets or equity until this Agreement is terminated in accordance with its terms), (b) “**Restructuring**” shall mean, collectively, (i) any restructuring, reorganization (whether or not pursuant to chapter 11 (“**Chapter 11**”) of title 11 of the United States Code (the “**Bankruptcy Code**”)) and/or recapitalization of the Company affecting a material portion of its existing or potential debt obligations or other claims against the Company, including, without limitation, senior debt, junior debt, trade claims, general unsecured claims and preferred stock (collectively, the “**Obligations**”), (ii) an in-court sale or other acquisition or disposition of a majority of the assets and/or equity of the Company, and/or (iii) any complete or material repurchase, refinancing, debt-for-debt or debt-for-equity exchange, extension or repayment by the Company of any of the Obligations (excluding, for the avoidance of doubt, a stand-alone extension to the senior tranche of the Company’s letter of credit facility as to which PJT does not provide the Company with material assistance), and (c) “**Capital Raise**” shall mean any financing arranged by PJT Partners at the request of the Company.

The investment banking services to be rendered by PJT Partners will, if appropriate and at the request of Counsel, include the following:

- (a) assist in the evaluation of the Company’s businesses and prospects;
- (b) assist in the development of the Company’s long-term business plan and related financial projections;
- (c) assist in the development of financial data and presentations to the Company’s Board of Directors, various creditors and other third parties;
- (d) analyze the Company’s financial liquidity and evaluate alternatives to improve such liquidity;
- (e) analyze various restructuring scenarios and the potential impact of these scenarios on the recoveries of those stakeholders impacted by the Restructuring;
- (f) provide strategic advice with regard to restructuring or refinancing the Company’s Obligations;

**WeWork Inc.**

As of September 15, 2023

- (g) evaluate the Company's debt capacity and alternative capital structures;
- (h) participate in negotiations among the Company and its creditors, suppliers, lessors and other interested parties;
- (i) value securities offered by the Company in connection with a Restructuring;
- (j) advise the Company and negotiate with lenders with respect to potential waivers, amendments, and/or forbearances of various credit facilities and other Obligations;
- (k) assist in arranging financing for the Company, as requested;
- (l) provide expert witness testimony concerning any of the subjects encompassed by the other investment banking services;
- (m) assist the Company in preparing marketing materials in conjunction with a possible Transaction;
- (n) assist the Company in identifying potential buyers or parties in interest to a Transaction and assist in the due diligence process;
- (o) assist and advise the Company concerning the terms, conditions and impact of any proposed Transaction; and
- (p) provide such other advisory services as are customarily provided in connection with the analysis and negotiation of a transaction similar to a potential Transaction and/or Restructuring, as requested and mutually agreed.

Notwithstanding anything contained in this Agreement to the contrary, PJT Partners shall have no responsibility for designing or implementing any initiatives to improve the Company's operations, profitability, cash management or liquidity. PJT Partners makes no representations or warranties about the Company's ability to (i) successfully improve its operations, (ii) maintain or secure sufficient liquidity to operate its business or (iii) successfully complete a Transaction, Restructuring or Capital Raise. PJT Partners is retained under this Agreement solely to provide advice regarding a Transaction, Restructuring and/or Capital Raise, and is not being retained to provide "crisis management" or any legal, tax, accounting or actuarial advice. It is understood and agreed that nothing contained herein shall constitute a commitment, express or implied, on the part of PJT Partners to underwrite, purchase or place any securities, in a financing or otherwise.

It is agreed that the Company will pay the following fees to PJT Partners for its investment banking services (all fees and expenses payable to PJT Partners pursuant to this Agreement shall be payable solely by the Company; Counsel shall have no obligation to pay PJT Partners' fees or expenses):

- (i) a monthly advisory fee (the "**Monthly Fee**") in the amount of \$225,000 per month, payable by the Company in cash as follows: (a) to the extent that the Effective Date occurs after the 1<sup>st</sup> day of the month, for the period beginning on the Effective Date through the end of the first calendar month (the "**Stub Period**"), a pro-rated monthly fee in advance upon execution of this Agreement; (b) for the first full calendar month following the Stub Period, if applicable, or the Effective Date if there is no Stub Period, in advance upon execution of this Agreement; and (c) for each month thereafter, in advance on the first day of each month. Fifty percent (50%) of all Monthly Fees paid to PJT Partners after the sixth Monthly Fee has been paid (*i.e.*, after \$1,350,000 has been paid) until and including the twelfth Monthly Fee has been paid shall be credited, only once and without duplication, against any Restructuring Fee or Transaction Fee (each as defined below) payable hereunder, up to a maximum total credit of \$675,000; provided that, in the event of a Chapter 11 filing by the Company, any such credit of fees contemplated by the foregoing sentence shall apply only in the event that all fees earned by PJT Partners pursuant to this Agreement are approved by the Bankruptcy Court (as defined below) pursuant to a final order not subject to appeal and which order is acceptable in all respects to PJT Partners;

WeWork Inc.

As of September 15, 2023

- (ii) a capital raising fee (the “**Capital Raising Fee**”) for any Capital Raise, earned and payable upon the earlier of the receipt of a binding commitment letter and the closing of such Capital Raise. If access to the financing is limited by orders of the Bankruptcy Court, a proportionate fee shall be payable with respect to each available commitment (irrespective of availability blocks, borrowing base or other similar restrictions). The Capital Raising Fee will be calculated as 1.25% of the total issuance and/or committed amount of senior debt financing, 2.0% of the total issuance and/or committed amount of (A) junior debt financing or (B) unsecured debt financing (including, without limitation, financing that is junior in right of payment, second lien, subordinated (structurally or otherwise) and unsecured debt), and 4.0% of the issuance and/or committed amount of equity financing, in each case, including by means of a back-stop commitment; provided that, (a) the Capital Raising Fee in respect of any Chapter 11 debtor-in-possession financing (“**DIP Financing**”) shall be 1.0% of the aggregate amount of any “new-money” DIP Financing issued and/or committed, (b) there shall be no Capital Raising Fee payable in respect of any “roll-up” DIP Financing (including, without limitation, the conversion of any existing debt into DIP Financing), and (c) if any portion of the debt or equity financing is raised from holders of the Company’s debt or equity as of Effective Date, or any of their respective affiliates, the Capital Raising Fee attributable to that portion of the capital raised shall be reduced by 50%;
- (iii) an additional fee (the “**Restructuring Fee**”) equal to \$14,500,000. For the avoidance of doubt, no more than one Restructuring Fee shall be payable hereunder. Except as otherwise provided herein, a Restructuring shall be deemed to have been consummated upon: (a) in the case of an out-of-court Restructuring, the closing of the Restructuring, including, to the extent applicable, the binding execution and effectiveness of all necessary waivers, consents, amendments or restructuring agreements between the Company and its creditors involving (1) the compromise of the face amount of any of the Obligations, (2) the conversion of all or part of such Obligations into alternative securities, including equity, or (3) any other Restructuring; or (b) in the case of an in-court Restructuring, the consummation of a Chapter 11 plan or any other Restructuring pursuant to an order of the Bankruptcy Court or other applicable court. The Restructuring Fee will be:
  - (I) earned on the earliest of:
    - (w) consummation of the Restructuring,
    - (x) in the event the Company attempts to implement the Restructuring in whole or in part by means of an exchange offer, then upon commencement of the exchange offer,
    - (y) in the event that the Company attempts to implement the Restructuring by means of a pre-negotiated Chapter 11 plan, the receipt of sufficient commitments, agreements or other expressions of intention to accept such plan that the Company elects to file a Chapter 11 case and therein represent to the Bankruptcy Court hearing such case that the Company will seek to confirm a plan based on the pre-negotiated plan, and
    - (z) in the event that the Company solicits acceptances for a prepackaged Chapter 11 plan to implement the Restructuring, then on the date established as the voting deadline for such acceptances or rejections, provided that at least one class of creditors impaired by such plan has accepted such plan, and
  - (II) payable, in immediately available funds, on the earliest of:
    - (A) consummation of the Restructuring,
    - (B) consummation of the exchange offer,

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- (C) the first business day immediately following (I) in the case of clause “(y)” above, the receipt of such commitments, agreements or expressions of intention to accept the pre-negotiated Chapter 11 plan, and (II) in the case of clause “(z)” above, the deadline for delivery of acceptances or rejections of a prepackaged Chapter 11 plan, provided that at least one class of creditors impaired by such plan has accepted such plan; and
  - (D) two years after the date on which any such Restructuring Fee is earned; and
- (iv) upon the consummation of a Transaction, a Transaction fee (“**Transaction Fee**”) payable in cash at the closing of such Transaction directly out of the gross proceeds of the Transaction (or, if there are insufficient proceeds, from other funds) equal to (a) in the event of a Transaction in respect of WeWork Japan or WeWork India, 1.0% of the Transaction Value (as defined below) and (b) in the event of any other Transaction, a market fee based on sales, mergers, acquisitions or dispositions of a similar nature, to be negotiated by the parties in good faith; provided that, the first \$1,250,000 in Transaction Fees paid to PJT Partners shall be credited against the Restructuring Fee payable to PJT Partners hereunder.
- For the purposes of this Agreement, “**Transaction Value**” shall mean (a) the total consideration paid or received or to be paid or received in connection with the Transaction (including amounts payable to holders of any equity securities, options, warrants and convertible securities and amounts in escrow); plus (b) payments to be made in installments. For purposes of computing Transaction Value, non-cash consideration shall be valued as follows: (a) publicly traded securities shall be valued at the average of their closing prices for the five trading days prior to the date of consummation or closing of the Transaction, and (b) any other non-cash consideration shall be valued at the fair market value thereof as determined in good faith by the Company and PJT Partners in writing. If the Transaction Value to be paid is computed in any foreign currency, the value of such foreign currency shall, for purposes hereof, be converted in U.S. dollars at the prevailing exchange rate on the date the Transaction Value is paid; and
- (v) reimbursement of all reasonable and documented out-of-pocket expenses incurred during this engagement, including, but not limited to, travel and lodging, direct identifiable data processing, document production, publishing services and communication charges, courier services, working meals, reasonable and documented fees and expenses of PJT Partners’ counsel (without the requirement that the retention of such counsel be approved by the court in any bankruptcy case) and other necessary expenditures, payable upon rendition of invoices setting forth in reasonable detail the nature and amount of such expenses. In connection therewith, the Company shall pay PJT Partners on the Effective Date and maintain thereafter a \$75,000 expense advance for which PJT Partners shall account upon termination of this Agreement.

PJT Partners will direct all communications and notices regarding financial matters, including billing, to the contacts designated by the Company on Schedule I (the “**Company Financial Matters Contacts**”). Please note that any invoices in excess of \$500,000 will be provided to the Company Financial Matters Contacts in an encrypted form or other secure manner and subject to an authentication process. Payments to PJT Partners shall be made pursuant to the wire instructions set forth on Schedule II, and any changes to the PJT Partners’ wire instructions will be provided by the PJT Partners financial matters contacts, as set forth on Schedule I (the “**PJT Partners Financial Matters Contacts**”), to the Company Financial Matters Contacts in an encrypted form or other secure manner and subject to an authentication process. For the avoidance of doubt, any amounts due and owing hereunder may be paid to PJT Partners by any Company entity. Any notices and communications regarding financial matters, including billing, from the Company shall be directed to one of the PJT Partners Financial Matters Contacts.

**WeWork Inc.**

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All amounts herein are stated in U.S. dollars and all payments under this Agreement shall be paid in immediately available funds in U.S. dollars, free and clear of any tax, assessment or other governmental charge (with appropriate gross-up for withholding taxes). If any amount to be paid is computed in any foreign currency, the value of such foreign currency shall, for purposes hereof, be converted in U.S. dollars at the prevailing exchange rate on the date such amount is paid.

In the event that the Company is or becomes a debtor under Chapter 11, the Company shall use its best efforts to promptly apply to the bankruptcy court having jurisdiction over the Chapter 11 case or cases (the “**Bankruptcy Court**”) for the approval pursuant to sections 327 and 328 of the Bankruptcy Code of (A) this Agreement, including the attached expense, indemnity and limitation of liability agreement attached hereto as Attachment A (the “**Indemnity Agreement**”), and (B) PJT Partners’ retention by the Company under the terms of this Agreement and subject to the standard of review provided in section 328(a) of the Bankruptcy Code and not subject to any other standard of review under section 330 of the Bankruptcy Code. The Company shall supply PJT Partners with a draft of such application and any proposed order authorizing PJT Partners’ retention sufficiently in advance of the filing of such application and proposed order to enable PJT Partners and its counsel to review and comment thereon.

PJT Partners shall have no obligation to provide any services under this Agreement in the event that the Company becomes a debtor under Chapter 11 unless PJT Partners’ retention under the terms of this Agreement is approved under section 328(a) of the Bankruptcy Code by a final order entered by the Bankruptcy Court that is no longer subject to appeal, rehearing, reconsideration or petition for certiorari, and which order is acceptable to PJT Partners in all respects.

The Company will use its commercially reasonable efforts to ensure that PJT Partners’ post-petition compensation, expense reimbursements and payment received or payable pursuant to the provisions of the Indemnity Agreement shall be entitled to priority as expenses of administration under sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code, and shall be entitled to the benefits of any “carve-outs” for professional fees and expenses in effect pursuant to one or more cash collateral and/or financing orders entered by the Bankruptcy Court. Following entry of an order authorizing PJT Partners’ retention, the Company will assist PJT Partners in preparing, filing and serving fee statements, interim fee applications and a final fee application. The Company will support PJT Partners’ fee applications that are consistent with this Agreement in papers filed with the Bankruptcy Court and during any Bankruptcy Court hearing. The Company will pay promptly the fees and expenses of PJT Partners, in each case, which are both (i) owed pursuant to this Agreement and (ii) approved by the Bankruptcy Court in accordance with the orders of the Bankruptcy Court.

PJT Partners acknowledges that in the event that the Bankruptcy Court approves its retention by the Company, PJT Partners’ fees and expenses shall be subject to the jurisdiction and approval of the Bankruptcy Court under section 328(a) of the Bankruptcy Code and any applicable fee and expense guideline orders; provided, however, that, to the extent time records are required, PJT Partners will keep them in one-half hour increments; provided, further, that PJT Partners shall not be required to maintain receipts for expenses in amounts less than \$75. In the event that the Company becomes a debtor under Chapter 11 and PJT Partners’ engagement hereunder is approved by the Bankruptcy Court, the Company shall pay all fees and expenses of PJT Partners hereunder as promptly as practicable in accordance with the terms hereof. Prior to commencing a Chapter 11 case, the Company shall pay all invoiced amounts to PJT Partners in immediately available funds by wire transfer.

With respect to PJT Partners’ retention under sections 327 and 328 of the Bankruptcy Code, the Company acknowledges and agrees that PJT Partners’ restructuring expertise as well as its capital markets knowledge, financing skills and mergers and acquisitions capabilities, some or all of which may be required by the Company during the term of PJT Partners’ engagement hereunder, were important factors in determining the amount of the various fees set forth herein, and that the ultimate benefit to the Company of PJT Partners’ services hereunder could not be measured merely by reference to the number of hours to be expended by PJT Partners’ professionals in the performance of such services. The Company also acknowledges and agrees that the various fees set forth herein have been agreed upon by the parties in anticipation that a substantial commitment of professional time

**WeWork Inc.**

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and effort will be required of PJT Partners and its professionals hereunder over the life of the engagement, and in light of the fact that such commitment may foreclose other opportunities for PJT Partners and that the actual time and commitment required of PJT Partners and its professionals to perform its services hereunder may vary substantially from week to week or month to month, creating “peak load” issues for the firm. In addition, given the numerous issues which PJT Partners may be required to address in the performance of its services hereunder, PJT Partners’ commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for PJT Partners’ services for engagements of this nature in an out-of-court context, the Company agrees that the fee arrangements hereunder (including the Monthly Fee, Capital Raising Fee, Transaction Fee and Restructuring Fee) are reasonable under the standards set forth in section 328(a) of the Bankruptcy Code.

The advisory services and compensation arrangement set forth in this Agreement do not encompass other investment banking services or transactions that may be undertaken by PJT Partners at the request of Counsel or the Company, including the arranging of debt or equity capital (except as provided above), issuing fairness opinions, acting as dealer-manager in respect of an exchange or any other specific services not set forth in this Agreement. The terms and conditions of any such investment banking services, including compensation arrangements, would be set forth in a separate written agreement between PJT Partners and the appropriate party.

PJT Partners agrees that, for a period of two years from the date of termination of this Agreement, PJT Partners shall keep confidential, using means at least as restrictive as those used to protect its own information of similar import but in any event, no less than reasonable means, all material non-public information concerning the Company provided to it by or at the request of the Company in connection with PJT Partners’ engagement hereunder (the “**Confidential Information**”), except to the extent that such disclosure (a) has been consented to by the Company, (b) is required by law, rule, regulation, supervisory authority or other applicable judicial or governmental order or other judicial or legal process in the reasonable opinion of counsel or (c) is reasonably necessary in connection with PJT Partners’ engagement hereunder, including disclosures to those of PJT Partners’ employees, affiliates, members, partners, agents, attorneys and other representatives (those that receive or review Information, collectively, “**Representatives**”) who need to know such Confidential Information for the purpose of assisting PJT Partners with PJT Partners’ engagement hereunder (it being understood that such Representatives will be informed of the confidential nature of the Information and instructed by PJT Partners to comply with this paragraph). The Confidential Information shall not include Confidential Information that: (a) is or becomes generally available to the public (other than as a result of disclosure by PJT Partners or any of its Representatives in violation of this Agreement); (b) was available to PJT Partners or its Representatives on a non-confidential basis prior to its disclosure by or on behalf of the Company; (c) becomes available to PJT Partners or any of its Representatives from a person other than the Company or its Representatives who is not, to PJT Partners’ knowledge or that of such Representative bound by a duty of confidentiality to the Company with respect to such Confidential Information; or (d) is independently developed by or on behalf of PJT Partners without violating any of PJT Partners’ obligations hereunder. For the avoidance of doubt, PJT Partners may provide nonpublic Information (as defined below) to prospective transaction parties as contemplated by this Agreement, subject to such parties executing appropriate confidentiality agreements with the Company.

The Company will make reasonable efforts to furnish or cause to be furnished to PJT Partners such information as PJT Partners believes appropriate to its assignment (all such information so furnished being the “**Information**”). The Company further agrees that it will provide PJT Partners with reasonable access to the Company and its directors, officers, employees, accountants, counsel and other advisers. To the best of the Company’s knowledge, the Information will be true and correct in all material respects and will not contain any material misstatement of fact or omit to state any material fact necessary to make the statements contained therein not misleading. During the term of the engagement, the Company shall inform PJT Partners promptly upon becoming aware of any material developments relating to the Company which the Company reasonably expects may impact on the proposed Transaction, Restructuring and/or Capital Raise or if the Company becomes aware that any Information provided to PJT Partners is, or has become, untrue, unfair, inaccurate or misleading in any material respect. Furthermore, the Company warrants and undertakes to PJT Partners that, in respect of all Information supplied by the Company, the Company has not knowingly obtained any such Information other than by lawful means and that

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disclosure to PJT Partners will not breach any agreement or duty of confidentiality owed to third parties. The Company recognizes and confirms that PJT Partners (a) will use and rely primarily on the Information and on information available from generally recognized public sources in performing the services contemplated by this Agreement without having independently verified the same, (b) does not assume responsibility for the accuracy or completeness of the Information and such other information, (c) is entitled to rely upon the Information without independent verification and (d) will not make an appraisal of any assets in connection with its assignment.

In the event that the Information belonging to the Company is stored electronically on PJT Partners' computer systems, PJT Partners shall not be liable for any damages resulting from unauthorized access, misuse or alteration of such information by persons not acting on its behalf, provided that PJT Partners exercises the same degree of care in protecting the confidentiality of, and in preventing unauthorized access to, the Company's information that it exercises with regard to its own most sensitive proprietary information.

PJT Partners acknowledges and agrees that the work product produced by PJT Partners pursuant to this Agreement is for the purpose of facilitating the rendering by Counsel of legal advice to the Company and constitutes attorney work product, and that any communication to Counsel, including, without limitation, any correspondence, analyses, reports and related materials that PJT Partners prepares, constitutes confidential and privileged communications and PJT Partners will not disclose the same or any of the Information to any other person except as requested by Counsel.

Except as required by applicable law, any advice to be provided by PJT Partners under this Agreement shall not be disclosed publicly or made available to third parties (other than the Company's other professional advisors or, if appropriate in the Company's judgment, in any filings in a Chapter 11 proceeding) without the prior written consent of PJT Partners. In the event disclosure is required by subpoena or court order, the Company will provide PJT Partners with reasonable advance notice and permit PJT Partners to comment on the form and content of the disclosure. All services, advice and information and reports provided by PJT Partners to Counsel or the Company in connection with this assignment shall be for the sole benefit of the Company and Counsel and shall not be relied upon by any other person.

The Company acknowledges and agrees that PJT Partners will provide its investment banking services exclusively to Counsel on behalf of the members of the Board of Directors and senior management of the Company and not to the Company's shareholders or other constituencies. The Board of Directors and senior management will make all decisions for the Company regarding whether and how the Company will pursue a Transaction, Restructuring and/or Capital Raise and on what terms and by what process. In so doing, the Board of Directors and senior management will also obtain the advice of the Company's legal, tax and other business advisors and consider such other factors which they consider appropriate before exercising their independent business judgment in respect of a Transaction, Restructuring and/or Capital Raise. The Company and Counsel further acknowledge and agree that PJT Partners has been retained to act solely as investment banker to Counsel on behalf of the Company and does not in such capacity act as a fiduciary or agent for the Company or any other person. PJT Partners shall act as an independent contractor and any duties of PJT Partners arising out of its engagement pursuant to this Agreement shall be owed solely to the Company. Subject to compliance with applicable securities laws, following the public announcement of a Transaction, Restructuring and/or Capital Raise, PJT Partners may, at its own expense, place tombstones on its marketing materials, including its website, describing PJT Partners' services hereunder and the Company agrees that PJT Partners may use the Company's logo in any such tombstones. Subject to compliance with applicable securities laws, in any press release or other public announcement made by the Company regarding a Transaction, Restructuring and/or Capital Raise that references the services hereunder, the Company shall include a mutually acceptable reference to PJT Partners LP unless otherwise directed by PJT Partners.

In consideration of PJT Partners' agreement to provide investment banking services to Counsel in connection with this Agreement, it is agreed that the Company will indemnify PJT Partners and its agents, representatives, members and employees pursuant to the Indemnity Agreement. The Indemnity Agreement is an integral part of this Agreement and the terms thereof are incorporated by reference herein. PJT Partners acknowledges Counsel has no obligation to indemnify PJT Partners.

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PJT Partners' engagement hereunder commenced on the Effective Date and will continue until the earlier of consummation of a Restructuring or thirty (30) days after either Counsel or PJT Partners shall have notified the other party in writing of the termination of this Agreement; termination for cause by either party will occur immediately following such written notice. Notwithstanding the foregoing, (a) the provisions relating to the payment of fees and expenses accrued through the date of termination, the status of PJT Partners as an independent contractor, the limitation as to whom PJT Partners shall owe any duties and any other provision of this Agreement that, by its terms, survives termination, will survive any such termination and (b) any such termination shall not affect the Company's obligations under the Indemnity Agreement or PJT Partners' confidentiality obligations hereunder. Without limiting the foregoing, PJT Partners shall be entitled to the Transaction Fee, Restructuring Fee and/or Capital Raising Fee, as applicable (a "**Tail Fee**"), in the event that, at any time prior to the expiration of twelve (12) months following the written termination of this Agreement either (i) a Transaction, Restructuring and/or Capital Raising Fee, as applicable, is consummated or (ii) a definitive agreement with respect to a Transaction, Restructuring and/or Capital Raising Fee, as applicable, is executed and any Transaction, Restructuring and/or Capital Raising Fee, as applicable, is thereafter consummated; provided that (x) no Tail Fee shall be payable pursuant to this sentence in the event PJT Partners is terminated in writing for Cause, (y) no Tail Fee shall be payable in respect of a sale or merger of the Company's joint ventures in Japan or Latin America or any other non-material joint venture or assets of the Company, and (z) PJT Partners shall not be entitled to be paid any Tail Fee following the occurrence of an in-court Restructuring and payment of the Restructuring Fee to PJT Partners (except that, in the event that a Transaction occurs in connection with a Restructuring and/or is contemplated prior to the Restructuring but consummated thereafter, PJT Partners shall be entitled to the greater of the Restructuring Fee in respect of the Restructuring and the Transaction Fee in respect of such Transaction). As used in clause (x) of the immediately preceding proviso, "**Cause**" shall mean a final judicial determination of the gross negligence, willful misconduct, fraud or bad faith of PJT Partners in performing the services that are the subject of this Agreement.

WeWork represents that neither it nor any of its subsidiaries, nor, to the knowledge of the Company, any of their respective directors or officers, is an individual or entity ("**Person**") that is, or is owned or controlled by a Person that is: (i) a Person with whom dealings are prohibited or restricted under U.S. economic sanctions (including those administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control and the U.S. Department of State) or under sanctions imposed by the United Nations Security Council, Canada, the European Union, or member countries of the European Union; (ii) a Person that is the subject to anti-money laundering prohibitions, restrictions, or sanctions specifically imposed on such Person by the United States, Canada, the European Union, member countries of the European Union, or any other relevant jurisdiction; or (iii) to the knowledge of the Company, not in compliance in all material respects with all applicable anti-money laundering laws and sanctions laws.

The Company should be aware that PJT Partners and/or its affiliates may be providing or may in the future provide financial or other services to other parties with conflicting interests. Consistent with PJT Partners' policy to hold in confidence the affairs of its clients, PJT Partners will not use confidential information obtained from the Company except in connection with PJT Partners' services to, and PJT Partners' relationship with, the Company, nor will PJT Partners use on the Company's behalf or have any obligation to disclose or otherwise have any liability with respect to any confidential information obtained from any other client. Notwithstanding anything to the contrary provided elsewhere herein, the Company expressly acknowledges and agrees that none of the provisions of this Agreement shall in any way restrict PJT Partners from being engaged or mandated by any third party, or otherwise participating or assisting with any transaction involving any other party, other than a transaction that is the subject of this Agreement prior to the termination of this Agreement.

WeWork hereby represents and warrants that (a) it is duly authorized to execute and deliver this Agreement for and on behalf of each of its subsidiaries listed on Schedule III hereto and (b) the execution and delivery of this Agreement and the performance of the obligations of WeWork and each of its subsidiaries listed on Schedule III hereto under this Agreement has been duly authorized and this Agreement constitutes a valid and legal agreement binding on each such party and enforceable in accordance with its terms.

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This Agreement (including the Indemnity Agreement) embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, such determination will not affect or impair such provision or the remaining provisions of this Agreement in any other respect, which will remain in full force and effect. No waiver, amendment or other modification of this Agreement shall be effective unless in writing and signed by each party to be bound thereby. This Agreement and any dispute or claim that may arise out of this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed in that state.

Each of the Company and Counsel hereby agrees that any action or proceeding brought by the Company and/or Counsel against PJT Partners based hereon or arising out of PJT Partners' engagement hereunder, shall be brought and maintained by the Company and/or Counsel exclusively in the courts of the State of New York located in the City and County of New York or in the United States District Court for the Southern District of New York; provided, if the Company commences a Chapter 11 case, all legal proceedings pertaining to this engagement arising after such case is commenced may be brought in the Bankruptcy Court handling such case. Each of the Company and Counsel irrevocably submits to the jurisdiction of the courts of the State of New York located in the City and County of New York and the United States District Court for the Southern District of New York and appellate courts from any thereof for the purpose of any action or proceeding based hereon or arising out of PJT Partners' engagement hereunder and irrevocably agrees to be bound by any judgment rendered thereby in connection with such action or proceedings. Each of the Company and Counsel hereby irrevocably waives, to the fullest extent permitted by law, any objection it may have or hereafter may have to the laying of venue of any such action or proceeding brought in any such court referred to above and any claim that such action or proceeding has been brought in an inconvenient forum and agrees not to plead or claim the same.

**Notices.** Any notices required or permitted to be given hereunder by either party hereto to the other will be given in writing (i) by personal delivery, email or facsimile transmission, (ii) by nationally-recognized overnight delivery company or (iii) by prepaid first class, registered or certified mail, postage prepaid, in each case addressed to the other party hereto as set forth on Schedule I (or to such other address as the other party hereto may request in writing by notice given pursuant to this section). Notices will be deemed received on the earliest of: (a) if personally delivered, emailed or sent via facsimile, the same day; (b) if sent by overnight delivery company, on the second working day after the day it was sent; or (c) if sent by mail, when actually received.

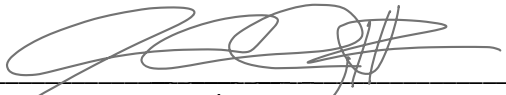
This Agreement may be executed, including by electronic signature, in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A facsimile of a signed copy of this Agreement or other copy made by reliable mechanical means or an electronic signature may be relied upon as an original.

[SIGNATURE PAGE FOLLOWS]

Please confirm that the foregoing correctly sets forth our agreement by signing and returning to PJT Partners the duplicate copy of this Agreement and the Indemnity Agreement.

Very truly yours,

PJT PARTNERS LP

By:   
Name: James H. Baird III  
Title: Partner

Accepted and Agreed to as  
of the date first written above:

WEWORK INC.  
(on behalf of itself and its subsidiaries listed on Schedule III hereto)

By: \_\_\_\_\_  
Name:  
Title:

KIRKLAND & ELLIS LLP

By: \_\_\_\_\_  
Name: Steven N. Serajeddini, P.C.  
Title: Partner

Please confirm that the foregoing correctly sets forth our agreement by signing and returning to PJT Partners the duplicate copy of this Agreement and the Indemnity Agreement.

Very truly yours,

PJT PARTNERS LP

By: \_\_\_\_\_  
Name: James H. Baird III  
Title: Partner

Accepted and Agreed to as  
of the date first written above:

WEWORK INC.  
(on behalf of itself and its subsidiaries listed on Schedule III hereto)

By:  \_\_\_\_\_  
Name: Pamela Swidler  
Title: Authorized Signatory

KIRKLAND & ELLIS LLP

By: \_\_\_\_\_  
Name: Steven N. Serajeddini, P.C.  
Title: Partner

Please confirm that the foregoing correctly sets forth our agreement by signing and returning to PJT Partners the duplicate copy of this Agreement and the Indemnity Agreement.

Very truly yours,

PJT PARTNERS LP


By: \_\_\_\_\_  
Name: James H. Baird III  
Title: Partner

Accepted and Agreed to as  
of the date first written above:

WEWORK INC.  
(on behalf of itself and its subsidiaries listed on Schedule III hereto)

By: \_\_\_\_\_  
Name:  
Title:

KIRKLAND & ELLIS LLP

By:  \_\_\_\_\_  
Name: Steven N. Serajeddini, P.C.  
Title: Partner

**WeWork Inc.**

As of September 15, 2023

ATTACHMENT A

As of September 15, 2023

PJT Partners LP  
280 Park Avenue  
New York, NY 10017

EXPENSE, INDEMNITY AND LIMITATION OF LIABILITY AGREEMENT

Ladies and Gentlemen:

This letter will confirm that PJT Partners LP ("**PJT Partners**") has been engaged by Kirkland & Ellis LLP ("**Counsel**") as counsel to WeWork Inc. ("**WeWork**", and together with its affiliates and subsidiaries, the "**Company**") in connection with the matters referred to in the letter of agreement, dated as of September 15, 2023, by and between PJT Partners and Counsel (the "**Engagement Letter**"). In connection with the engagement of PJT Partners to advise and assist Counsel on behalf of the Company as described in the attached Engagement Letter (the "**Engagement**"), in the event that PJT Partners becomes involved in any capacity in any claim, suit, action, proceeding, investigation or inquiry (including, without limitation, any shareholder or derivative action or arbitration proceeding) (each, a "**Proceeding**") in connection with any matter in any way relating to or referred to in the Engagement Letter or arising out of the matters contemplated by the Engagement Letter, including, without limitation, related services and activities prior to the date of the Engagement Letter, the Company agrees to indemnify, defend and hold PJT Partners and its affiliates, and their respective current and former directors, officers, agents, employees, attorneys and other representatives and the successors and assigns of all of the foregoing persons (each, a "**PJT Party**") harmless to the fullest extent permitted by law, from and against any losses, claims, damages, fines, penalties, liabilities and actual reasonable and documented out-of-pocket expenses (collectively, "**Losses**"), whether they be joint or several, in connection with any matter in any way relating to or referred to in the Engagement Letter or arising out of the matters contemplated by the Engagement Letter, including, without limitation, related services and activities prior to the date of the Engagement Letter, except to the extent that it shall be determined by a court of competent jurisdiction in a judgment that has become final in that it is no longer subject to appeal or other review that such Losses resulted from the gross negligence, willful misconduct, bad faith or fraud of such PJT Party. In the event that any PJT Party becomes involved in any capacity in any Proceeding (regardless of whether or not such or any PJT Party is a party to or the subject of such Proceeding) in connection with any matter in any way relating to or referred to in the Engagement Letter or arising out of the matters contemplated by the Engagement Letter (including, without limitation, in enforcing the Engagement Letter), the Company will reimburse such PJT Party for its reasonable and documented out-of-pocket legal and other expenses (including the cost of any investigation and preparation) as such expenses are incurred by such PJT Party in connection therewith. The Company also agrees to cooperate with any PJT Party and to give, and so far as it is able to reasonably procure the giving of, all such information and render all such assistance to such PJT Party as such PJT Party may reasonably request in connection with any Proceeding and not to take any action which might reasonably be expected to prejudice the position of any PJT Party in relation to any Proceeding without the consent of PJT Partners (such consent not to be unreasonably withheld, conditioned or delayed); provided, however, that nothing herein shall require the Company to take any action that would prejudice itself. In the event that any PJT Party is requested or authorized by the Company or required by government regulation,

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subpoena or other legal process to produce documents, or to make its current or former personnel available as witnesses at deposition or trial, arising as a result of or in connection with the matters referred to in the Engagement Letter, the Company will pay PJT Partners the reasonable and documented fees and expenses of its counsel incurred in responding to such a request.

If such indemnification is for any reason not available or insufficient to hold an PJT Party harmless, the Company agrees to contribute to the Losses involved in the proportion appropriate to reflect the relative benefits received or sought to be received by the Company and its security holders and affiliates and other constituencies, on the one hand, and the PJT Party, on the other hand, in connection with the matters contemplated by the Engagement Letter, or, if such allocation is determined by a court or arbitral tribunal to be unavailable, in such proportion as is appropriate to reflect other equitable considerations such as the relative fault of the Company or its security holders and affiliates or other constituencies, on the one hand, and of the PJT Parties, on the other hand; provided, however, that, to the extent permitted by applicable law, the PJT Parties shall not be responsible for amounts which in the aggregate are in excess of the amount of all fees actually received by PJT Partners from the Company pursuant to the Engagement Letter. The Company agrees that for the purposes of this paragraph the relative benefits received, or sought to be received, by the Company and its security holders and affiliates and other constituencies, on the one hand, and the PJT Party, on the other hand, in connection with the matters contemplated by the Engagement Letter shall be deemed to be in the same proportion that the total value received or paid or contemplated to be received or paid by the Company or its security holders or affiliates and other constituencies, as the case may be, as a result of or in connection with the matters (whether or not consummated) for which PJT Partners has been retained to perform financial services bears to the fees paid to PJT Partners under the Engagement Letter; provided, further, to the extent permitted by applicable law, the PJT Parties, taken together, shall not be liable for Losses which in the aggregate are in excess of the amount of fees actually received by PJT Partners from the Company pursuant to the Engagement Letter (exclusive of amounts paid for reimbursement of expenses under the Engagement Letter).

The Company agrees that no PJT Party shall have any liability to the Company or any person asserting claims on behalf of or in right of the Company in connection with any matter in any way relating to or referred to in the Engagement Letter or arising out of the matters contemplated by the Engagement Letter, including, without limitation, related services and activities prior to the date of the Engagement Letter, except to the extent that it shall be determined by a court of competent jurisdiction in a judgment that has become final in that it is no longer subject to appeal or other review that any Losses incurred by the Company resulted from the gross negligence, willful misconduct, bad faith or fraud of such PJT Party (other than with respect to actions taken at the direction or request of the Company).

If any Proceeding shall be brought, threatened or asserted against an PJT Party in respect of which indemnity or contribution may be sought against the Company, PJT Partners shall promptly notify the Company in writing; provided that failure to so notify the Company shall not relieve the Company from any liability which the Company may have on account of this indemnity or otherwise, except to the extent the Company shall have been actually materially prejudiced by such failure. The Company, upon the written request of such PJT Party, shall or, upon written notice to such PJT Party, may elect to, assume the defense of such Proceeding, at the Company's own expense, with counsel reasonably satisfactory to such PJT Party. Such PJT Party shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such PJT Party unless (a) the Company has agreed in writing to pay such fees and expenses, (b) the Company has failed to assume the defense, pursue the defense reasonably diligently or to employ counsel in a reasonably timely manner, (c) outside counsel to such PJT Party has advised such PJT Party that in such Proceeding there is an actual or potential conflict of interest or a conflict on any material issue between the Company's position and the position of such PJT Party (provided that the Company shall be responsible for the reasonable and documented fees and expenses of only one separate outside counsel at any time in each applicable jurisdiction for all such PJT Parties, which outside counsel shall be designated in writing by PJT Partners) or (d) the named parties to any such Proceeding (including any impleaded parties) include such PJT Party and the Company, and outside counsel to such PJT Party has advised such PJT Party that there may be one or

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more legal defenses available to such PJT Party which are different from or in addition to those available to the Company.

The Company agrees that, without PJT Partners' prior written consent (which shall not be unreasonably withheld, conditioned or delayed), it will not settle, compromise or consent to the entry of any judgment in any pending or threatened Proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not an PJT Party is an actual or potential party to such Proceeding), or otherwise directly or indirectly facilitate or participate in any such settlement, compromise or consent by any director, officer or affiliate of the Company, unless such settlement, compromise or consent (a) includes an explicit and unconditional release from the settling, compromising or consenting party of each PJT Party from all liability arising out of such Proceeding and (b) does not contain any factual or legal admission by or with respect to any PJT Party or any adverse statement with respect to the character, professionalism, due care, loyalty, expertise or reputation of any PJT Party or any action or inaction by each PJT Party. No PJT Party seeking indemnification, reimbursement or contribution under this letter agreement will, without the Company's prior written consent (which shall not be unreasonably withheld, conditioned or delayed), settle, compromise, consent to the entry of any judgment or otherwise seek to terminate any action, claim, suit, investigation or proceeding in respect of which indemnification, reimbursement or contribution may be sought.

The Company's reimbursement, indemnification and contribution obligations under this letter agreement shall be in addition to any liability which the Company may otherwise have at law or in equity, shall not be limited by any rights PJT Partners or any other PJT Party may otherwise have and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company, PJT Partners and any other PJT Party.

Prior to entering into any agreement or arrangement with respect to any proposed out-of-court transaction involving the sale of all or substantially all of the assets of the Company that does not directly or indirectly provide for assumption of the obligations of the Company set forth in this letter agreement, the Company will notify PJT Partners in writing thereof (if not previously notified) and, if requested by PJT Partners, shall arrange in connection therewith a reasonable alternative means of providing for the obligations of the Company set forth in this letter agreement, which could include the assumption of such obligations by another creditworthy party, insurance, surety bonds or the creation of an escrow, in each case in an amount and upon such terms and conditions as are reasonably satisfactory to PJT Partners.

This agreement (together with the Engagement Letter) embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. If any provision of this agreement is determined to be invalid or unenforceable in any respect, such determination will not affect or impair such provision or the remaining provisions of this agreement in any other respect, which will remain in full force and effect. No waiver, amendment or other modification of this letter agreement shall be effective unless in writing and signed by each party to be bound thereby.

The Company hereby agrees that any action or proceeding brought by the Company against PJT Partners based hereon or arising out of the Engagement shall be brought and maintained by the Company exclusively in the courts of the State of New York located in the City and County of New York or in the United States District Court for the Southern District of New York; provided, if the Company commences a Chapter 11 case, all legal proceedings pertaining to the Engagement arising after such case is commenced may be brought in the Bankruptcy Court handling such case. The Company irrevocably submits to the jurisdiction of the courts of the State of New York located in the City and County of New York and the United States District Court for the Southern District of New York and appellate courts from any thereof for the purpose of any action or proceeding based hereon or arising out of the Engagement and irrevocably agrees to be bound by any judgment rendered thereby in connection with such action or proceedings. The Company hereby irrevocably waives, to the fullest extent permitted by law, any objection it may have or hereafter may have to the laying of venue of any such action or proceeding brought in any such court referred to above and any claim that such action or proceeding has been brought in an inconvenient forum and agrees not to plead or claim the same.

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This agreement may be executed, including by electronic signature, in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A facsimile of a signed copy of this agreement or other copy made by reliable mechanical means or an electronic signature may be relied upon as an original.

The provisions of this agreement shall apply to the Engagement, as well as any additional engagement of PJT Partners by us in connection with the matters which are the subject of the Engagement, and any modification of the Engagement or additional engagement and shall remain in full force and effect regardless of any termination or the completion of your services under the Engagement Letter.

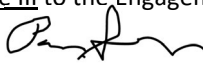
WeWork hereby represents and warrants that (a) it is duly authorized to execute and deliver this agreement for and on behalf of each of its subsidiaries listed on Schedule III to the Engagement Letter and (b) the execution and delivery of this agreement and the performance of the obligations of WeWork and each of its subsidiaries listed on Schedule III to the Engagement Letter under this agreement has been duly authorized and this agreement constitutes a valid and legal agreement binding on each such party and enforceable in accordance with its terms.

This agreement and the Engagement Letter shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed in that state.

Very truly yours,

WEWORK INC.

(on behalf of itself and its subsidiaries listed on  
Schedule III to the Engagement Letter)

By: 

Name: Pamela Swidler

Title: Authorized Signatory

Accepted and Agreed to as  
of the date first written above:

PJT PARTNERS LP

By: \_\_\_\_\_

Name: James H. Baird III

Title: Partner

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This agreement may be executed, including by electronic signature, in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A facsimile of a signed copy of this agreement or other copy made by reliable mechanical means or an electronic signature may be relied upon as an original.

The provisions of this agreement shall apply to the Engagement, as well as any additional engagement of PJT Partners by us in connection with the matters which are the subject of the Engagement, and any modification of the Engagement or additional engagement and shall remain in full force and effect regardless of any termination or the completion of your services under the Engagement Letter.

WeWork hereby represents and warrants that (a) it is duly authorized to execute and deliver this agreement for and on behalf of each of its subsidiaries listed on Schedule III to the Engagement Letter and (b) the execution and delivery of this agreement and the performance of the obligations of WeWork and each of its subsidiaries listed on Schedule III to the Engagement Letter under this agreement has been duly authorized and this agreement constitutes a valid and legal agreement binding on each such party and enforceable in accordance with its terms.

This agreement and the Engagement Letter shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed in that state.

Very truly yours,

WEWORK INC.

(on behalf of itself and its subsidiaries listed on  
Schedule III to the Engagement Letter)

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed to as  
of the date first written above:

PJT PARTNERS LP

By:  \_\_\_\_\_  
Name: James H. Baird III  
Title: Partner

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## Schedule I

### Notices

Financial Matters Contacts: All communications and notices related to financial matters, including billing, shall be addressed to the following:

If to PJT Partners:

PJT Partners LP  
280 Park Avenue  
New York, NY 10017

Attention to either:

- Helen Meates, Chief Financial Officer; [htm@pjtpartners.com](mailto:htm@pjtpartners.com); 212.364.7807
- Yun Rim, Senior Vice President of Finance; [rim@pjtpartners.com](mailto:rim@pjtpartners.com); 212.364.7131

If to the Company:

WeWork Inc.  
12 East 49<sup>th</sup> Street, 3<sup>rd</sup> Floor  
New York, NY 10017

Attention:

- Kurt Wehner, Chief Financial Officer; [kurt.wehner@wework.com](mailto:kurt.wehner@wework.com)

All other notices shall be addressed to the following:

If to PJT Partners:

PJT Partners LP  
280 Park Avenue  
New York, NY 10017

Attention:

- David Travin, General Counsel; [travin@pjtpartners.com](mailto:travin@pjtpartners.com); 212.364.5003

If to the Company:

WeWork Inc.  
12 East 49<sup>th</sup> Street, 3<sup>rd</sup> Floor  
New York, NY 10017

Attention:

- Pamela Swidler, Chief Legal Officer and Corporate Secretary; [pam@wework.com](mailto:pam@wework.com)

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

Kirkland & Ellis LLP  
601 Lexington Avenue  
New York, New York 10022

Attention:

- Steven N. Serajeddini, P.C.; [steven.serajeddini@kirkland.com](mailto:steven.serajeddini@kirkland.com)

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## Schedule II

### Wire Instructions

Bank Name:

[REDACTED]

Bank Routing Number:  
(ABA)

[REDACTED]

For the benefit of:  
(Account Name/Title)

[REDACTED]

Account Number:

[REDACTED]

Swift Code:

[REDACTED]

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## Schedule III

### Subsidiaries

WW Holdco LLC	1150 South Olive Street Tenant LLC
The We Company MC LLC	1155 Perimeter Center West Tenant LLC
The We Company Management Holdings L.P.	1155 West Fulton Street Tenant LLC
WeWork Companies LLC	1156 6th Avenue Tenant LLC
1 Beacon Street Tenant LLC	117 NE 1st Ave Tenant LLC
1 Belvedere Drive Tenant LLC	1175 Peachtree Tenant LLC
1 Glenwood Ave Tenant LLC	11801 Domain Blvd Tenant LLC
1 Lincoln Street Tenant LLC	12 East 49th Street Tenant LLC
1 Milk Street Tenant LLC	12 South 1st Street Tenant LLC
1 Post Street Tenant LLC	120 West Trinity Place Tenant LLC
1 South Dearborn Street Tenant LLC	1200 17th Street Tenant LLC
1 Union Square West HQ LLC	1200 Franklin Avenue Tenant LLC
10 East 38th Street Tenant LLC	1201 3rd Avenue Tenant LLC
10 East 40th Street HQ LLC	1201 Wills Street Tenant LLC
100 Bayview Circle Tenant LLC	1201 Wilson Blvd Tenant LLC
100 Broadway Tenant LLC	12130 Millennium Drive Tenant LLC
100 S State Street Tenant LLC	1240 Rosecrans Tenant LLC
100 Summer Street Tenant LLC	125 S Clark Street Tenant LLC
10000 Washington Boulevard Tenant LLC	125 West 25th Street Tenant LLC
1001 Woodward Ave Tenant LLC	12655 Jefferson Blvd Tenant LLC
1003 East 4th Place Tenant LLC	128 South Tryon Street Tenant LLC
101 East Washington Street Tenant LLC	130 5th Avenue Tenant LLC
101 Marietta Street NorthWest Tenant LLC	130 Madison Avenue Tenant LLC
101 North 1st Avenue Tenant LLC	130 W 42nd Street Tenant LLC
10250 Constellation Tenant LLC	1305 2nd Street Q LLC
1031 South Broadway Tenant LLC	1330 Lagoon Avenue Tenant LLC
10585 Santa Monica Boulevard Tenant LLC	1333 New Hampshire Avenue Northwest Tenant LLC
10845 Griffith Peak Drive Tenant LLC	135 E 57th Street Tenant LLC
10885 NE 4th Street Tenant LLC	135 Madison Ave Tenant LLC
109 S 5th Street Tenant LLC	1372 Peachtree Street NE Tenant LLC
10900 Stonelake Boulevard Tenant LLC	1389 Peachtree Street Northwest Tenant LLC
1099 Stewart Street Tenant LLC	1400 Lavaca Street Tenant LLC
11 Park PI Tenant LLC	1410 Broadway Tenant LLC
110 110th Avenue Northeast Tenant LLC	1411 4th Avenue Tenant LLC
110 Corcoran Street Tenant LLC	142 W 57th Street Tenant LLC
110 Wall Manager LLC	1430 Walnut Street Tenant LLC
1100 15th Street NW Tenant LLC	1440 Broadway Tenant LLC
1100 Ludlow Street Tenant LLC	1448 NW Market Street Tenant LLC
1100 Main Street Tenant LLC	1449 Woodward Avenue Tenant LLC
1111 Broadway Tenant LLC	145 W 45th Street Tenant LLC
1111 West 6th Street Tenant LLC	1450 Broadway Tenant LLC
1114 W Fulton Market Q LLC	1453 3rd Street Promenade Q LLC
1115 Broadway Q LLC	1455 Market Street Tenant LLC
1115 Howell Mill Road Tenant LLC	1460 Broadway Tenant LLC
1115 W Fulton Market Q LLC	148 Lafayette Street Tenant LLC
115 Broadway Tenant LLC	149 5th Avenue Tenant LLC
115 East 23rd Street Tenant LLC	149 Madison Avenue Tenant LLC

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15 West 27th Street Tenant LLC	200 Berkeley Street Tenant LLC
150 4th Ave N Tenant LLC	200 Massachusetts Ave NW Tenant LLC
152 3rd Street Tenant LLC	200 Portland Tenant LLC
1525 11th Ave Tenant LLC	200 South Biscayne Blvd Tenant LLC
1535 Broadway Tenant LLC	200 South Orange Avenue Tenant LLC
154 W 14th Street Tenant LLC	200 Spectrum Center Drive Tenant LLC
1547 9th Street HQ LLC	201 Spear St Tenant LLC
1557 West Innovation Way Tenant LLC	2031 3rd Ave Tenant LLC
1560 Broadway Tenant LLC	205 Hudson Street Tenant LLC
16 East 34th Street Tenant LLC	205 North Detroit Street Tenant LLC
160 Varick Street Tenant LLC	21 Penn Plaza Tenant LLC
160 W Santa Clara St Tenant LLC	210 N Green Partners LLC
1600 7th Avenue Tenant LLC	210 N Green Promoter LLC
1601 Elm Street Tenant LLC	2120 Berkeley Way Tenant LLC
1601 Market Street Tenant LLC	21255 Burbank Boulevard Tenant LLC
1601 Vine Street Tenant LLC	214 West 29th Street Tenant LLC
161 Avenue of the Americas Tenant LLC	22 Cortlandt Street HQ LLC
1615 Platte Street Tenant LLC	2201 Broadway Tenant LLC
1619 Broadway Tenant LLC	221 6th Street Tenant LLC
166 Geary Street HQ LLC	2211 Michelson Drive Tenant LLC
1660 Lincoln Street Tenant LLC	222 Kearny Street Tenant LLC
167 N Green Street Tenant LLC	222 North Sepulveda Tenant LLC
1700 Lincoln Street Tenant LLC	222 S Riverside Plaza Tenant LLC
1701 Rhode Island Avenue Northwest Tenant LLC	2221 Park Place Tenant LLC
1725 Hughes Landing Boulevard Tenant LLC	2222 Ponce De Leon Blvd Tenant LLC
1730 Minor Avenue Tenant LLC	225 South 6th St Tenant LLC
17300 Laguna Canyon Road Tenant LLC	225 W 39th Street Tenant LLC
177 E Colorado Blvd Tenant LLC	229 West 36th Street Tenant LLC
1775 Tysons Boulevard Tenant LLC	231 11th Ave Tenant LLC
18 West 18th Street Tenant LLC	2323 Delgany Street Tenant LLC
180 Geary Street HQ LLC	24 Farnsworth Street Q LLC
180 Sansome Street Tenant LLC	2-4 Herald Square Tenant LLC
1814 Franklin St Q LLC	2401 Elliott Avenue Tenant LLC
18191 Von Karman Avenue Tenant LLC	2420 17th Street Tenant LLC
1825 South Grant Street Tenant LLC	2425 East Camelback Road Tenant LLC
1828 Walnut St Tenant LLC	245 Livingston St Q LLC
183 Madison Avenue Q LLC	25 West 45th Street HQ LLC
1840 Gateway Dr Tenant LLC	250 E 200 S Tenant LLC
185 Madison Avenue Tenant LLC	250 Park Avenue Tenant LLC
18691 Jamboree Road Tenant LLC	255 Giralda Avenue Tenant LLC
1875 K Street NW Tenant LLC	255 Greenwich Street Tenant LLC
1881 Broadway HQ LLC	255 S King St Tenant LLC
1900 Market Street Tenant LLC	2600 Executive Parkway Tenant LLC
1900 Powell Street Tenant LLC	2700 Post Oak Blvd. Tenant LLC
1910 North Ola Avenue Tenant LLC	27-01 Queens Plaza North Tenant LLC
1920 McKinney Ave Tenant LLC	2755 Canyon Blvd WW Tenant LLC
195 Montague Street Tenant LLC	28 2nd Street Tenant LLC
199 Water Street Tenant LLC	28 West 44th Street HQ LLC
2 Belvedere Drive Tenant LLC	29 West 30th Street Tenant LLC
2 Embarcadero Center Tenant LLC	30 Hudson Street Tenant LLC
2 North LaSalle Street Tenant LLC	30 Wall Street Tenant LLC
20 W Kinzie Tenant LLC	300 Morris Street Tenant LLC

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300 Park Avenue Tenant LLC  
3000 Olym Boulevard Tenant LLC  
3000 S Robertson Blvd Q LLC  
3001 Bishop Drive Tenant LLC  
3003 Woodbridge Ave Tenant LLC  
3090 Olive Street Tenant LLC  
31 St James Ave Tenant LLC  
3101 Park Boulevard Tenant LLC  
311 W 43rd Street Tenant LLC  
3120 139th Avenue Southeast Tenant LLC  
315 East Houston Tenant LLC  
315 W 36th Street Tenant LLC  
316 West 12th Street Tenant LLC  
3200 Park Center Drive Tenant LLC  
3219 Knox Street Tenant LLC  
3280 Peachtree Road NE Tenant LLC  
33 Arch Street Tenant LLC  
33 East 33rd Street Tenant LLC  
33 Irving Tenant LLC  
330 North Wabash Tenant LLC  
3300 N. Interstate 35 Tenant LLC  
332 S Michigan Tenant LLC  
333 West San Carlos Tenant LLC  
3365 Piedmont Road Tenant LLC  
340 Bryant Street HQ LLC  
345 4th Street Tenant LLC  
345 West 100 South Tenant LLC  
35 East 21st Street HQ LLC  
353 Sacramento Street Tenant LLC  
35-37 36th Street Tenant LLC  
360 NW 27th Street Tenant LLC  
3600 Brighton Boulevard Tenant LLC  
38 West 21st Street Tenant LLC  
385 5th Avenue Q LLC  
3900 W Alameda Ave Tenant LLC  
391 San Antonio Road Tenant LLC  
40 Water Street Tenant LLC  
400 California Street Tenant LLC  
400 Capitol Mall Tenant LLC  
400 Concar Drive Tenant LLC  
400 Lincoln Square Tenant LLC  
400 Spectrum Center Drive Tenant LLC  
4005 Miranda Ave Tenant LLC  
401 San Antonio Road Tenant LLC  
404 Fifth Avenue Tenant LLC  
4041 Macarthur Boulevard Tenant LLC  
405 Mateo Street Tenant LLC  
408 Broadway Tenant LLC  
410 North Scottsdale Road Tenant LLC  
414 West 14th Street HQ LLC  
415 Mission Street Tenant LLC  
419 Park Avenue South Tenant LLC

420 5th Avenue Q LLC  
420 Commerce Street Tenant LLC  
WW Project Swift Member LLC  
424 Fifth Avenue Holdings LLC  
424 Fifth Avenue Junior Holdings LLC  
424 Fifth Avenue Senior Holdings LLC  
424 Fifth Avenue LLC  
424-438 Fifth Avenue Tenant LLC  
428 Broadway Tenant LLC  
429 Lenox Ave Tenant LLC  
430 Park Avenue Tenant LLC  
4311 11th Avenue Northeast Tenant LLC  
433 Hamilton Avenue Tenant LLC  
437 5th Avenue Q LLC  
437 Madison Avenue Tenant LLC  
44 East 30th Street HQ LLC  
44 Montgomery Street Tenant LLC  
44 Wall Street HQ LLC  
448 North LaSalle Street Tenant LLC  
45 West 18th Street Tenant LLC  
450 Lexington Tenant LLC  
460 Park Ave South Tenant LLC  
460 West 50 North Tenant LLC  
475 Sansome St Tenant LLC  
483 Broadway Tenant LLC  
49 West 27th Street HQ LLC  
490 Broadway Tenant LLC  
50 W 28th Street Tenant LLC  
500 11th Ave North Tenant LLC  
500 7th Avenue Tenant LLC  
501 Boylston Street Tenant LLC  
501 East Kennedy Boulevard Tenant LLC  
501 East Las Olas Blvd Tenant LLC  
501 Eastlake Tenant LLC  
5049 Edwards Ranch Tenant LLC  
505 Main Street Tenant LLC  
505 Park Avenue Q LLC  
50-60 Francisco Street Tenant LLC  
511 W 25th Street Tenant LLC  
515 Folsom Street Tenant LLC  
515 N State Street Tenant LLC  
5161 Lankershim Boulevard Tenant LLC  
5215 North O'Connor Boulevard Tenant LLC  
524 Broadway Tenant LLC  
525 Broadway Tenant LLC  
53 Beach Street Tenant LLC  
540 Broadway Q LLC  
545 Boylston Street Q LLC  
546 5th Avenue Tenant LLC  
550 7th Avenue HQ LLC  
550 Kearny Street HQ LLC  
57 E 11th Street Tenant LLC

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575 5th Avenue Tenant LLC  
575 Lexington Avenue Tenant LLC  
5750 Wilshire Boulevard Tenant LLC  
5960 Berkshire Lane Tenant LLC  
599 Broadway Tenant LLC  
6 East 32nd Street WW Q LLC  
600 B Street Tenant LLC  
600 California Street Tenant LLC  
600 H Apollo Tenant LLC  
6001 Cass Avenue Tenant LLC  
601 South Figueroa Street Tenant LLC  
606 Broadway Tenant LLC  
609 5th Avenue Tenant LLC  
609 Greenwich Street Tenant LLC  
609 Main street Tenant LLC  
611 North Brand Boulevard Tenant LLC  
615 S. Tenant LLC  
625 Massachusetts Tenant LLC  
625 West Adams Street Tenant LLC  
63 Madison Avenue Tenant LLC  
65 East State Street Tenant LLC  
650 California Street Tenant LLC  
6543 South Las Vegas Boulevard Tenant LLC  
655 15th Street NW Tenant LLC  
655 Montgomery St Tenant LLC  
655 New York Avenue Northwest Tenant LLC  
660 J Street Tenant LLC  
660 North Capitol St NW Tenant LLC  
6655 Town Square Tenant LLC  
67 Irving Place Tenant LLC  
6900 North Dallas Parkway Tenant LLC  
695 Town Center Drive Tenant LLC  
7 West 18th Street Tenant LLC  
700 K Street NW Tenant LLC  
700 North Miami Tenant LLC  
700 SW 5th Tenant LLC  
708 Main St Tenant LLC  
71 5th Avenue Tenant LLC  
71 Stevenson Street Q LLC  
711 Atlantic Ave Tenant LLC  
725 Ponce De Leon Ave NE Tenant LLC  
7272 Wisconsin Avenue Tenant LLC  
729 Washington Ave Tenant LLC  
7300 Dallas Parkway Tenant LLC  
731 Sansome Street Tenant LLC  
75 Arlington Street Tenant LLC  
75 E Santa Clara Street Tenant LLC  
75 Rock Plz Tenant LLC  
750 Lexington Avenue Tenant LLC  
750 White Plains Road Tenant LLC  
755 Sansome Street Tenant LLC  
756 W Peachtree Tenant LLC

77 Sands Tenant LLC  
77 Sands WW Corporate Tenant LLC  
77 Sleeper Street Tenant LLC  
7761 Greenhouse Rd Tenant LLC  
777 6th Street NW Tenant LLC  
78 SW 7th Street Tenant LLC  
8 W 40th Street Tenant LLC  
80 M Street SE Tenant LLC  
800 Bellevue Way Tenant LLC  
800 Market Street Tenant LLC  
800 North High Street Tenant LLC  
801 B. Springs Road Tenant LLC  
808 Wilshire Boulevard Tenant LLC  
820 18th Ave South Tenant LLC  
821 17th Street Tenant LLC  
83 Maiden Lane Q LLC  
830 Brickell Plaza Tenant LLC  
830 NE Holladay Street Tenant LLC  
8305 Sunset Boulevard HQ LLC  
8687 Melrose Avenue Tenant LLC  
8687 Melrose Green Tenant LLC  
88 U Place Tenant LLC  
880 3rd Ave Tenant LLC  
881 Peachtree Street Northeast Tenant LLC  
8910 University Center Lane Tenant LLC  
90 South 400 West Tenant LLC  
901 North Glebe Road Tenant LLC  
901 Woodland St Tenant LLC  
902 Broadway Tenant LLC  
920 5th Ave Tenant LLC  
920 SW 6th Avenue Tenant LLC  
9200 Timpanogos Highway Tenant LLC  
925 4th Avenue Tenant LLC  
925 N La Brea Ave Tenant LLC  
9777 Wilshire Boulevard Q LLC  
980 6th Avenue Tenant LLC  
9830 Wilshire Boulevard Tenant LLC  
99 Chauncy Street Q LLC  
99 High Street Tenant LLC  
ARK Investment Group Holdings LLC  
Bird Investco LLC  
Cities by We LLC  
Clubhouse TS LLC  
Common Desk Holdings LLC  
CD Locations, LLC  
Common Coffee, LLC  
Common Desk DE, LLC  
Common Desk OC , LLC  
Common Desk West 7th, LLC  
Common Desk Daymaker LLC  
Common Desk Operations LLC  
Creator Fund Managing Member LLC

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Euclid LLC	WW 11 John LLC
FieldLens LLC	WW 110 Wall LLC
Five Hundred Fifth Avenue HQ LLC	WW 111 West Illinois LLC
Legacy Tenant LLC	WW 115 W 18th Street LLC
Mailroom Bar at 110 Wall LLC	WW 1161 Mission LLC
MissionU PBC	WW 120 E 23rd Street LLC
One Gotham Center Tenant LLC	WW 1328 Florida Avenue LLC
One Metropolitan Square Tenant LLC	WW 1550 Wewatta Street LLC
Parkmerced Partner LLC	WW 1601 Fifth Avenue LLC
Play by WeWork LLC	WW 1875 Connecticut LLC
Powered By We LLC	WW 2015 Shattuck LLC
Project Caesar LLC	WW 205 E 42nd Street LLC
Project Standby I LLC	WW 210 N Green LLC
Prolific Interactive LLC	WW 220 NW Eighth Avenue LLC
PxWe Facility & Asset Management Services LLC	WW 222 Broadway LLC
South Tryon Street Tenant LLC	WW 2221 South Clark LLC
Spacious Technologies, LLC	WW 240 Bedford LLC
The Hub Tenant LLC	WW 25 Broadway LLC
Waltz Merger Sub LLC	WW 26 JS Member LLC
We Rise Shell LLC	WW 312 Arizona LLC
WeWork Wellness LLC	WW 350 Lincoln LLC
We Work 154 Grand LLC	WW 379 W Broadway LLC
We Work 349 5th Ave LLC	WW 401 Park Avenue South LLC
We Work Management LLC	WW 5 W 125th Street LLC
We Work Retail LLC	WW 500 Yale LLC
WeInsure Holdco LLC	WW 51 Melcher LLC
Insurance Services by WeWork LLC	WW 520 Broadway LLC
Welkio LLC	WW 535 Mission LLC
WeWork 156 2nd LLC	WW 555 West 5th Street LLC
WeWork 175 Varick LLC	WW 5782 Jefferson LLC
WeWork 25 Taylor LLC	WW 600 Congress LLC
WeWork 261 Madison LLC	WW 641 S Street LLC
WeWork 54 West 40th LLC	WW 718 7th Street LLC
WeWork Bryant Park LLC	WW 745 Atlantic LLC
WeWork Asset Management LLC	WW 79 Madison LLC
WeWork Commons LLC	WW 81 Prospect LLC
WeWork Companies Partner LLC	WW 811 West 7th Street LLC
WeWork Construction LLC	WW 85 Broad LLC
WeWork Holdings LLC	WW 995 Market LLC
WeWork Interco LLC	WW Brooklyn Navy Yard LLC
WeWork LA LLC	WW BuildCo LLC
WeWork Labs Entity LLC	WW Co-Obligor Inc.
WeWork Little West 12th LLC	WW Enlightened Hospitality Investor LLC
WeWork Magazine LLC	WW Journal Square Holdings LLC
WeWork Real Estate LLC	WW Journal Square Member LLC
WeWork Services LLC	WW Onsite Services LLC
WeWork Space Services Inc.	WW Onsite Services AAG LLC
WeWork Space Services LLC	WW Onsite Services EXP LLC
WeWork Workplace LLC	WW Onsite Services SFI LLC
Wildgoose I LLC	WW Onsite Services SUM LLC
WW 1010 Hancock LLC	WW Project Swift Development LLC
WW 107 Spring Street LLC	WW VendorCo LLC

**WeWork Inc.**

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WW CO Architecture Holdings LLC	72 Knesebeckstraße Tenant GmbH
9670416 CANADA Inc.	Alexanderplatz 1 Tenant GmbH
WeWork Canada GP B.V.	Arnulfstraße 60 Tenant GmbH
WeWork Canada GP ULC	Axel-Springer-Platz 3 Tenant GmbH
WeWork Canada LP B.V.	Ballindamm 40 Tenant GmbH
WeWork Canada LP ULC	Chausseestraße 29 Tenant GmbH
700 2 Street Southwest Tenant LP	Eichhornstraße 3 Tenant GmbH
500 Bloor Street West Tenant LP	Friedrichstraße 76 Tenant GmbH
4635 Lougheed Highway Tenant LP	Friesenplatz Tenant GmbH
33 Bloor Street East Tenant LP	Gänsemarkt 43 Tenant GmbH
150 9 Avenue Southwest Tenant LP	Gerhofstraße 1-3 Tenant GmbH
114 East 4th Avenue Tenant LP	Junghofstrasse 13 Tenant GmbH
1090 West Pender Street Tenant LP	Junghofstraße 22 Tenant GmbH
WW Worldwide CV	Karl-Liebknecht Street Tenant GmbH
WeWork Companies (International) B.V.	Kemperplatz 1 Tenant GmbH
Icefish APAC Holdco B.V.	Kurfürstendamm 11 Tenant GmbH
Icefish Investment Holdco B.V.	Neue Schönhauser Straße 3-5 Tenant GmbH
WeWork APAC Partner Holdings B.V.	Neuturmstraße 5 Tenant GmbH
WeWork Asia Holding Company B.V.	Oskar-von-Miller-Ring 20 Tenant GmbH
WeWork Companies Partner (International) B.V.	Oskar-von-Miller-Ring 33 Q GmbH
WeWork Middle East Holdings B.V.	Powered By We Germany GmbH
WeWork New Zealand Holdco B.V.	Rosenthaler Straße 43-45 Tenant GmbH
WeWork Netherlands B.V.	Rudolfplatz 7 Tenant GmbH
1 Locatellikade Q B.V.	Standby I Tenant GmbH
Herengracht 206 Tenant B.V.	Stralauer Allee 6 Tenant GmbH
Keizersgracht 271 Tenant B.V.	Stresemannstraße 123 Tenant GmbH
Keizersgracht 572 Tenant B.V.	Taunusanlage 8 Tenant GmbH
Sarphatistraat 8 Tenant B.V.	Warschauer Platz Tenant GmbH
Stadhouderskade 5-6 Q B.V.	Wilmsdorferstrasse 59 Tenant GmbH
Strawinskylaan 4117 Tenant B.V.	WeWork (Czech Republic) s.r.o.
WW Metropool B.V.	WeWork France SAS
WW Weteringschans B.V.	33 Rue La Fayette Tenant SAS
WeWork Denmark ApS	40 Rue du Colisée Tenant SAS
35 Kalvebod Brygge Tenant ApS	Rue des Archives 64/66 Tenant SAS
Skelbækgade 2-4 Tenant ApS	WeWork Paris I Tenant SAS
WeWork Belgium	WeWork Paris II Tenant SAS
31 Handelsstraat Tenant	WeWork Paris II Tenant SAS - Sucursal Em Portugal [branch]
4 Sint-Lazaruslaan Tenant	WeWork Paris III Tenant SAS
53 Belliardstraat Tenant	WeWork Paris IV Tenant SAS
WeWork Germany GmbH	WeWork Community Workspace Ireland Limited
101 Karl-Marx-Straße Tenant GmbH	1 George's Quay Tenant Limited
11 Neue Bahnhofstraße Q GmbH	155 Townsend St Q Tenant Limited
11 Spittelmarkt Tenant GmbH	160 Shelbourne Road Q Limited
123 Schönhauser Allee Tenant GmbH	42 Charlemont Street Tenant Limited
15 Herzogstraße Tenant GmbH	5 Harcourt Road Tenant Limited
19 Schillerstraße Tenant GmbH	Central Plaza Tenant Limited
20 Heinrich-Heine-Allee Tenant GmbH	Dublin Landings Tenant Limited
20 Rotherstrasse Tenant GmbH	Iveagh Court Tenant Limited
242 Prenzlauer Allee Tenant GmbH	WeWork Israel Ltd.
25 Turmstraße Tenant GmbH	10 Hazerem Street Tenant Ltd
3 Cuvrystraße Tenant GmbH	144 Menachem Begin Tenant Ltd.
56 Schildergasse Tenant GmbH	

**WeWork Inc.**

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146 Derech Menachem Begin Tenant Ltd.  
16 Efal Tenant Ltd.  
16 Helkikey Ha'Or Tenant Ltd  
23 Schocken Street Tenant Ltd  
3 Aluf Kalman Magen Tenant Ltd.  
30 Ibn Gabirol Tenant Ltd.  
32 King George Tenant Ltd.  
37 Shaul HaMelech Boulevard Tenant Ltd  
4 Maale HaShichrur Tenant Ltd  
40 Tuval Tenant Ltd.  
45 HaAtzmaut Tenant Ltd.  
6 Totzeret Haaretz Tenant Ltd.  
7 Menachem Begin Tenant Ltd.  
Midtown Music Club Ltd.  
Unomy Ltd.  
WeWork Technology Israel Ltd.  
WeWork Italy S.R.L.  
WeWork Norway AS  
WeWork Poland sp. z o.o.  
The We Company ROU S.R.L.  
WeWork Company Workspace S. L.  
WW Sweden AB  
WeWork Rus LLC  
WeWork Saudi Arabia Limited  
WeWork Middle East Gazelle Limited  
WeWork Middle East DWTC FZE  
Wework Gulf I FZ-LLC  
The We Company Worldwide Limited  
WeWork International Limited  
1 America Square Q Tenant Limited  
1 Ariel Way Tenant Limited  
1 Lloyd's Avenue Tenant Limited  
1 Mark Square Tenant Limited  
1 Poultry Tenant Limited  
1 St Katharine's Way Tenant Limited  
1 St Peter's Square Tenant Limited  
1 Waterhouse Square Tenant Limited  
10 East Road Tenant Limited  
10 Fenchurch Avenue Tenant Limited  
10-12 Russell Square Q Limited  
119 Marylebone Road Tenant Limited  
12 Hammersmith Grove Tenant Limited  
12 Moorgate Tenant Limited  
120 Moorgate Tenant Limited  
120 Old Broad St Q Limited  
123 Buckingham Palace Road Tenant Limited  
125 Kingsway Tenant Limited  
125 Shaftesbury Tenant Limited  
130 Wood Street Tenant Limited  
131 Finsbury Pavement Tenant Limited  
133 Houndsditch Tenant Limited  
14-16 Great Chapel Tenant Limited

142 Old Street Q Tenant Limited  
142 Wardour Street Tenant Limited  
15 Bishopsgate Tenant Limited  
165 Fleet Street Tenant Limited  
17 St Helen's Place Tenant Limited  
184 Shepherds Bush Road Tenant Limited  
2 Eastbourne Tenant Limited  
2 Minster Court Tenant Limited  
2 Southbank Tenant Limited  
207 Old Street Tenant Limited  
21 Soho Square Tenant Limited  
22 Long Acre Tenant Limited  
26 Hatton Garden Tenant Limited  
28-42 Banner Street Q Limited  
3 Waterhouse Square Tenant Limited  
30 Churchill Place Tenant Limited  
33 Q Street Tenant Limited  
38 Chancery Lane Tenant Limited  
41 Blackfriars Road Tenant Limited  
5 Merchant Square Tenant Limited  
50-60 Station Road Tenant Limited  
51 Eastcheap Tenant Limited  
52 Bedford Row Tenant Limited  
55 Colmore Row Tenant Limited  
6 Brindley Place Tenant Limited  
70 Wilson Street Tenant Limited  
71-91 Aldwych House Tenant Limited  
76-78 Clerkenwell Road Tenant Limited  
77 Leadenhall Street Tenant Limited  
77 Farringdon Road Tenant Limited  
8-14 Meard Street Tenant Limited  
89-115 Mare Street Tenant Limited  
90 York Way Tenant Limited  
91 Baker Street Tenant Limited  
97 Hackney Road Tenant Limited  
99 Q Victoria Street Tenant Limited  
Corsham Tenant Limited  
Dalton Place Tenant Limited  
LT Build Limited  
No. 1 Spinningfields Tenant Limited  
Powered By We UK Limited  
Provost and East Tenant Limited  
Shoreditch the Bard Tenant Limited  
Stamford Street Tenant Limited  
The Hewitt Shoreditch Tenant Limited  
WeWork Community Workspace UK Limited  
80 George Street Tenant Limited  
WW Bishopsgate Limited  
WW Devonshire Limited  
WW Hanover House Operations Limited  
WW Medius Limited  
WW Moor Place Limited

**WeWork Inc.**

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WW Sea Containers Limited  
Hammerjaw Bengaluru Private Limited  
Hagfish Mumbai Private Limited  
Houndshark Delhi Private Limited  
PxWe India Private Limited  
WeWork Uruguay S.R.L.  
WeWork Peru Management S.R.L.  
WeWork Peru S.R.L.  
Emprendimientos y Proyectos del Peru S.A.C.  
WeWork New Zealand  
WeWork Australia Pty Ltd  
1 Sussex Street Pty Ltd  
100 Harris Tenant Pty Ltd  
120 Spencer Street Pty Ltd  
123 Eagle Street Tenant Pty Ltd  
152 Saint Georges Terrace Pty Ltd  
161 Castlereagh Street Pty Ltd  
192 Ann Street Tenant Pty Ltd  
222 Exhibition St Pty Ltd  
25 K Street Pty Ltd  
260 Queen Street Pty Ltd  
320 Pitt Street Pty Ltd  
333 George Street Pty Ltd  
345 Bourke Street Tenant Pty Ltd  
383 George Street Tenant Pty Ltd  
401 Collins Street Tenant Pty Ltd  
5 Martin Place Tenant Pty Ltd  
50 Miller Street Pty Ltd  
64 York Street Pty Ltd  
66 King Street Tenant Pty Ltd  
Gravity Coworking Pty Ltd  
WeWork Korea Yuhan Hoesa  
WeWork Seoul 1-ho Yuhan Hoesa  
WeWork Seoul 2-ho Yuhan Hoesa  
WeWork Seoul 3-ho Yuhan Hoesa  
WeWork Seoul 4-ho Yuhan Hoesa  
WeWork Seoul 5-ho Yuhan Hoesa  
WeWork Busan 1-ho Yuhan Hoesa  
WeWork Singapore Pte. Ltd.  
naked Hub Vietnam Holdings Limited  
NHNP VN Limited  
WeWork Vietnam Limited  
WW Community Workspaces Philippines, Inc.  
WeWork Malaysia Sdn. Bhd.  
WeWork Holding (Thailand) Company Limited  
WeWork (Thailand) Limited  
Spacemob Pte. Ltd.  
PT WeWork Services International  
PT PoweredByWe Services Indonesia  
WeTech LLC