

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Edward O. Sassower, P.C.
Joshua A. Sussberg, P.C. (admitted *pro hac vice*)
Steven N. Serajeddini, P.C. (admitted *pro hac vice*)
Ciara Foster (admitted *pro hac vice*)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
edward.sassower@kirkland.com
joshua.sussberg@kirkland.com
steven.serajeddini@kirkland.com
ciara.foster@kirkland.com

COLE SCHOTZ P.C.
Michael D. Sirota, Esq.
Warren A. Usatine, Esq.
Felice R. Yudkin, Esq.
Ryan T. Jareck, Esq.
Court Plaza North, 25 Main Street
Hackensack, New Jersey 07601
Telephone: (201) 489-3000
msirota@coleschotz.com
wusatine@coleschotz.com
fyudkin@coleschotz.com
rjareck@coleschotz.com

*Co-Counsel for Debtors and
Debtors in Possession*

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Debtors in Possession*

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

In re:

WEWORK INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-19865 (JKS)

(Jointly Administered)

**NOTICE OF FILING PLAN SUPPLEMENT
FOR THE THIRD AMENDED JOINT CHAPTER 11 PLAN OF
REORGANIZATION OF WEWORK INC. AND ITS DEBTOR SUBSIDIARIES**

PLEASE TAKE NOTICE THAT on April 29, 2024, the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) entered an order [Docket No. 1787] (the “Disclosure Statement Order”): (a) authorizing WeWork Inc. and its affiliated debtors and debtors in possession (collectively, the “Debtors”), to solicit acceptances for the *Third Amended Joint Chapter 11 Plan of Reorganization of WeWork Inc. and Its Debtor Subsidiaries* [Docket No. 1816] (as amended, supplemented, or otherwise modified from time to time, the “Plan”);² (b) conditionally approving the *Third Amended Disclosure Statement Relating to the Third Amended Joint Chapter 11 Plan of Reorganization of WeWork*

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://dm.epiq11.com/WeWork>. The location of Debtor WeWork Inc.’s principal place of business is 12 East 49th Street, 3rd Floor, New York, NY 10017; the Debtors’ service address in these chapter 11 cases is WeWork Inc. c/o Epiq Corporate Restructuring, LLC 10300 SW Allen Blvd. Beaverton, OR 97005.

² Capitalized terms used but not otherwise defined herein shall have the same meanings ascribed to them in the Plan or the Disclosure Statement, as applicable.

Inc. and Its Debtor Subsidiaries [Docket No. 1818] (as amended, supplemented, or otherwise modified from time to time, the “Disclosure Statement”) as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “Solicitation Packages”); and (d) approving procedures for soliciting, noticing, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT as contemplated by the Plan and the Disclosure Statement Order, the Debtors hereby file the Plan Supplement with the Bankruptcy Court. The Plan Supplement contains a draft of each of the following documents (except for those documents to be filed in advance of the Combined Hearing, as indicated below, all of which, unless otherwise indicated in the Plan Supplement, remain subject to ongoing negotiations pursuant to the terms of the Plan):

Exhibit A	Schedule of Retained Causes of Action
Exhibit B	Draft Schedule of Assumed and Rejected Executory Contracts and Unexpired Leases
Exhibit B-1	Draft Schedule of Rejected Executory Contracts and Unexpired Leases
Exhibit B-2	Draft Schedule of Assumed Executory Contracts and Unexpired Leases
Exhibit C	Exit LC Facility Documents ³
Exhibit D	Forms of the New Corporate Governance Documents ⁴
Exhibit D-1	Corporate Governance Term Sheet
Exhibit D-2	Form of the New Certificate of Incorporation
Exhibit D-3	Form of the New Bylaws
Exhibit D-4	Form of the New Stockholders Agreement
Exhibit D-5	Form of the Registration Rights Agreement
Exhibit D-6	List of New Board Members
Exhibit E	Released Parties Exception Schedule ⁵
Exhibit F	Restructuring Transactions Memorandum
Exhibit G	Schedule of Go-Forward Guaranty Claims ⁶
Exhibit H	UCC Settlement Trust Documents
Exhibit H-1	UCC Settlement Trust Agreement
Exhibit H-2	UCC Trustee Identity

PLEASE TAKE FURTHER NOTICE that the Debtors reserve all rights, with the consultation or consent of any applicable counterparties to the extent required under the Plan, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained herein in accordance with the terms of the Plan. The final version of any such document may contain material differences from the version filed herewith. For the avoidance of doubt, the parties thereto have not consented to such document as being in final form and reserve all rights in that regard.

PLEASE TAKE FURTHER NOTICE that the documents contained in the Plan Supplement are integral to, and are considered part of, the Plan. If the Plan is approved, the documents contained in the

³ To be filed in advance of the Combined Hearing.

⁴ To be filed in advance of the Combined Hearing.

⁵ To be filed in advance of the Combined Hearing.

⁶ To be filed in advance of the Combined Hearing.

Plan Supplement, as may be altered, amended, modified, or supplemented, will be approved by the Bankruptcy Court pursuant to the order confirming the Plan.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Bankruptcy Court will consider confirmation of the Plan will commence on **May 30, 2024, at 10:00 a.m. (prevailing Eastern Time)**, or as soon thereafter as counsel may be heard (the “Combined Hearing”) before the Honorable John K. Sherwood, United States Bankruptcy Judge, in Courtroom 3D of the United States Bankruptcy Court for the District of New Jersey, 50 Walnut Street, Newark, NJ 07102.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **May 28, 2024, at 4:00 p.m. (prevailing Eastern Time)** (the “Confirmation Objection Deadline”). Any objection to the relief sought at the Combined Hearing **must**: (a) be in writing; (b) state with particularity the basis of the objection; and (c) be filed with the Clerk of the Bankruptcy Court electronically (x) by attorneys who regularly practice before the Bankruptcy Court in accordance with the *General Order Regarding Electronic Means for Filing, Signing, and Verification of Documents* dated March 27, 2002 (the “General Order”) and the *Commentary Supplementing Administrative Procedures* dated as of March 2004 (the “Supplemental Commentary”) (the General Order, the Supplemental Commentary, and the User’s Manual for the Electronic Case Filing System can be found at www.njb.uscourts.gov, the official website for the Bankruptcy Court) and (y) by all other parties-in-interest, if not otherwise filed with the Clerk of the Bankruptcy Court electronically, via hard copy, and shall be served in accordance with the General Order and the Supplemental Commentary upon the following parties so as to be **actually received** on or before the Confirmation Objection Deadline:

<i>Debtors</i>	
WeWork Inc. c/o Epiq Corporate Restructuring, LLC 10300 SW Allen Blvd. Beaverton, OR 97005	
<i>Counsel for the Debtors</i>	
Kirkland & Ellis LLP 601 Lexington Avenue New York, New York 10022 Attn: Steven N. Serajeddini, P.C., Ciara Foster, Oliver Paré	Cole Schotz, P.C. Court Plaza North, 25 Main Street Hackensack, New Jersey 07601 Attn: Michael D. Sirota, Esq.; Warren A. Usatine, Esq.; Felice R. Yudkin, Esq.; Ryan T. Jareck, Esq.
-and-	
333West Wolf Point Plaza Chicago, IL 60654 Attn: Connor Casas	
<i>Counsel to the Committee</i>	
Paul Hastings LLP 200 Park Avenue New York, NY 10166, Attn: Kris Hansen and Gabe Sasson	
<i>Counsel to the Special Committee of the board of directors of WeWork Inc.</i>	
Munger, Tolles & Olson LLP 350 South Grand Avenue, 50th Floor Los Angeles, California 90071-1560 Attn: Thomas Walper and Seth Goldman	

<p style="text-align: center;"><i>Counsel to Cupar Grimmond, LLC</i></p>
<p style="text-align: center;">Cooley LLP 55 Hudson Yards New York, NY 10001 Attn: Michael Klein and Lauren A. Reichardt</p>
<p style="text-align: center;"><i>Counsel to SoftBank Parties</i></p>
<p style="text-align: center;">Weil, Gotshal & Manges LLP 767 5th Ave New York, New York 10153, Attn: Gabriel A. Morgan, Kevin H. Bostel, and Eric L. Einhorn</p>
<p style="text-align: center;">-and-</p>
<p style="text-align: center;">Wollmuth Maher & Deutsch LLP 500 5th Avenue New York, New York 10110, Attn: Paul R. DeFilippo, James N. Lawlor, Steven S. Fitzgerald, and Joseph F. Pacelli</p>
<p style="text-align: center;"><i>Counsel to the Ad Hoc Group</i></p>
<p style="text-align: center;">Davis Polk & Wardwell LLP 450 Lexington Avenue New York, New York 10017 Attn: Eli J. Vonnegut, Esq.; Natasha Tsiouris, Esq.; and Jonah A. Peppiatt, Esq.</p>
<p style="text-align: center;">-and-</p>
<p style="text-align: center;">Greenberg Traurig, LLP 500 Campus Drive Florham Park, New Jersey 10017 Attn: Alan J. Brody, Esq.</p>
<p style="text-align: center;"><i>United States Trustee</i></p>
<p style="text-align: center;">Office of the United States Trustee United States Trustee, Region 3 One Newark Center, 1085 Raymond Boulevard, Suite 2100 Newark, New Jersey 07102 Attn: Fran Steele and Peter D'Auria</p>

PLEASE TAKE FURTHER NOTICE THAT if you would like to **obtain a copy of the Disclosure Statement, the Plan, or related documents at no additional cost**, you should contact Epiq Corporate Restructuring, LLC, the Debtors' claims, noticing and solicitation agent in the chapter 11 cases (the "**Solicitation Agent**") by: (a) visiting the Debtors' restructuring website <https://dm.epiq11.com/WeWork>; (b) writing to the Solicitation Agent at WeWork Inc. Ballot Processing Center, c/o Epiq Corporate Restructuring, LLC, 10300 SW Allen Blvd., Beaverton, OR 97005; (c) emailing the Solicitation Agent at WeWorkInfo@epiqglobal.com (with "In re WeWork Inc. - Solicitation Inquiry" in the subject line); or (d) calling the Solicitation Agent at (877) 959-5845 (U.S./Canada, toll free) or +1 (503) 852-9067 (international). You may also obtain copies of any pleadings filed with the Bankruptcy Court for free at the Debtors' restructuring website, <https://dm.epiq11.com/WeWork>, or the Bankruptcy Court's website, <https://www.njb.uscourts.gov>, in accordance with the procedures and fees set forth therein.

Dated: May 17, 2024

/s/ Michael D. Sirota

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Michael D. Sirota, Esq.
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**PLAN SUPPLEMENT FOR THE
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REORGANIZATION OF WEWORK INC. AND ITS DEBTOR SUBSIDIARIES**

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://dm.epiq11.com/WeWork>. The location of Debtor WeWork Inc.'s principal place of business is 12 East 49th Street, 3rd Floor, New York, NY 10017; the Debtors' service address in these chapter 11 cases is WeWork Inc. c/o Epiq Corporate Restructuring, LLC 10300 SW Allen Blvd. Beaverton, OR 97005.

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² To be filed in advance of the Combined Hearing.

³ To be filed in advance of the Combined Hearing.

⁴ To be filed in advance of the Combined Hearing.

⁵ To be filed in advance of the Combined Hearing.

Certain documents or portions thereof contained in the Plan Supplement⁶ remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights, with the consultation or consent of any applicable counterparties to the extent required under the Plan, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained in the Plan, at any time before the Effective Date of the Plan to the extent permitted under the Plan or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement or its amendments are subject to certain consent and approval rights, as applicable, in the Plan and the Definitive Documents. The Plan Supplement shall be deemed incorporated into and part of the Plan as if set forth in the Plan in full.

⁶ Capitalized terms used but not otherwise defined herein shall have the same meanings ascribed to them in the Plan or the Disclosure Statement, as applicable.

Exhibit A

Schedule of Retained Causes of Action

Certain documents, or portions thereof, contained or to be contained in this Exhibit A and the Plan Supplement remain subject to continued review and comment by the Debtors and the Consenting Stakeholders in accordance with the consent rights set forth in the Plan and that certain Amended and Restated Restructuring Support Agreement dates as of May 5, 2024, by and among the Debtors and the Consenting Stakeholders (the “RSA”). The respective rights of the Debtors and the Consenting Stakeholders are expressly reserved, subject to the terms and conditions set forth in the Plan and the RSA, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, or by order of the Bankruptcy Court and no consent of the Required Consenting Stakeholders has been given or shall be presumed or deemed to have been given by the Required Consenting Stakeholders as a result of or in connection with the filing of this Exhibit A; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.

Article IV.O of the Plan provides as follows:

In accordance with section 1123(b) of the Bankruptcy Code, each Reorganized Debtor, as applicable, shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action of the Debtors, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action, and the Reorganized Debtors’ rights to commence, prosecute, or settle such Retained Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date or any other provision of this Plan to the contrary, other than any Causes of Action released by the Debtors pursuant to the releases and exculpations contained in this Plan, including in Article VIII hereof, which shall be deemed released and waived by the Debtors and the Reorganized Debtors as of the Effective Date.

The Reorganized Debtors may pursue such Retained Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. No Entity may rely on the absence of a specific reference in this Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Retained Causes of Action of the Debtors against it. The Debtors and the Reorganized Debtors (as applicable) expressly reserve all rights to prosecute any and all Retained Causes of Action against any Entity (except as set forth in Article VIII.C). Unless otherwise agreed upon in writing by the parties to the applicable Cause of Action, all objections to the Schedule of Retained Causes of Action must be Filed with the Bankruptcy Court on or before 30 days after the Effective Date. Any such objection that is not timely Filed shall be disallowed and forever barred, estopped, and enjoined from assertion against any Reorganized Debtor without the need for any objection or responsive pleading by the Reorganized Debtors or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court. The Reorganized Debtors may

settle any such objection without any further notice to or action, order, or approval of the Bankruptcy Court. If there is any dispute regarding the inclusion of any Cause of Action on the Schedule of Retained Causes of Action that remains unresolved by the Debtors or the Reorganized Debtors, as applicable, and the objecting party for 30 days, such objection shall be resolved by the Bankruptcy Court. Unless any Causes of Action of the Debtors against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in this Plan or a Final Order (and for the avoidance of doubt, any Causes of Action on the Schedule of Retained Causes of Action shall not be expressly relinquished, exculpated, released, compromised, or settled in this Plan), the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

The Reorganized Debtors reserve and shall retain such Causes of Action of the Debtors notwithstanding the rejection or repudiation of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to this Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Retained Causes of Action that a Debtor may hold against any Entity shall vest in the Reorganized Debtors. The applicable Reorganized Debtors through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court except as otherwise released in this Plan.

Notwithstanding and without limiting the generality of Article IV.O of the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all Causes of Action that are not expressly released or settled under the Plan (including pursuant to Article VIII and Article IV.O thereof), including the following types of claims:

1. Claims Related to Insurance Policies

Unless otherwise released by the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all Causes of Action based in whole or in part upon any and all insurance contracts and insurance policies to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, regardless of whether such contract or policy is specifically identified in the Plan, this Plan Supplement, or any amendments thereto, including, without limitation, Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters.

2. Claims Related to Taxing Authorities

Unless otherwise released by the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all Causes of Action based in whole or in part upon any and all tax obligations to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, including, without limitation, against or related to all Entities that owe or that may in the future owe money related to tax refunds to the Debtors or the Reorganized Debtors, regardless of whether such Entity is specifically identified in the Plan.

3. Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

Unless otherwise released by the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all Causes of Action against or related to all Entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal or judicial or non-judicial, regardless of whether such Entity is specifically identified in the Plan, this Plan Supplement, or any amendments thereto.

4. Claims Related to Accounts Receivable and Accounts Payable

Unless otherwise released by the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all Causes of Action against or related to all Entities that owe or that may in the future owe money to the Debtors or Reorganized Debtors, regardless of whether such Entity is expressly identified in the Plan, this Plan Supplement, or any amendments thereto. Furthermore, the Debtors expressly reserve all Causes of Action against or related to all Entities who assert or may assert that the Debtors or Reorganized Debtors, as applicable, owe money to such Entities.

5. Claims Related to Contracts and Leases

Unless otherwise released by the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve Causes of Action based in whole or in part upon any and all contracts and leases, joint operating agreements, and similar instruments, to which any of the Debtors or Reorganized Debtors is a party or pursuant to which any of the Debtors or the Reorganized Debtors has any rights whatsoever (regardless of whether such contract or lease is specifically identified in the Plan, this Plan Supplement, or any amendments thereto), including, without limitation, all contracts and leases that are deemed assumed pursuant to the Plan or were previously assumed by the Debtors. The claims and Causes of Action reserved include Causes of Action against landlords, vendors, suppliers of goods and services, customers, members, or any other parties: (a) for overpayments, back charges, duplicate payments, improper holdbacks, deductions owing or improper deductions taken, deposits, warranties, guarantees, indemnities, recoupment, or setoff; (b) for wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual, or regulatory obligations; (c) for failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before the assumption or rejection, if applicable, of such contracts; (d) for payments, deposits, holdbacks, reserves or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor, or other party; (e) for any liens, including mechanics',

artisans', materialmen's', possessory, or statutory liens held by any one or more of the Debtors and the Reorganized Debtors, as applicable; (f) arising out of environmental or contaminant exposure matters against landlords, lessors, environmental consultants, environmental agencies, or suppliers of environmental services or goods; (g) for counter-claims and defenses related to any contractual obligations; (h) for any turnover actions arising under section 542 or 543 of the Bankruptcy Code; and (i) for unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property, or any business tort claims. For the avoidance of doubt, the Debtors and the Reorganized Debtors, as applicable, expressly reserve the right to offset any such claims or Causes of Action against the applicable member's or any other party's service retainer, as applicable.

6. Claims Related to Deposits, Adequate Assurance, and Other Collateral Postings

Unless otherwise released by the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all Causes of Action based in whole or in part upon any and all postings of a security deposits, letters of credit, surety bonds, adequate assurance payment, or any other type of deposit, prepayment, or collateral, regardless of whether such posting of security deposit, surety bonds, letters of credit, adequate assurance payment, or any other type of deposit, prepayment, or collateral is specifically identified in the Plan.¹

7. Claims Related to Liens

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part on any and all liens regardless of whether such liens are specifically identified in the Plan.

¹ For the avoidance of doubt, the Debtors reserve all rights with respect to any deposit provided in accordance with the *Final Order (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services, (III) Approving the Debtors' Proposed Procedures for Resolving Adequate Assurance Requests, (IV) Authorizing Fee Payments to the Utility Agent, and (V) Granting Related Relief* [Docket No. 336] or otherwise provided as "adequate assurance of payment" (as that term is used by Section 366 of the Bankruptcy Code).

Exhibit B

Draft Schedule of Assumed and Rejected Executory Contracts and Unexpired Leases

Certain documents, or portions thereof, contained in this **Exhibit B** and the Plan Supplement remain subject to continued review and comment by the Debtors and the Consenting Stakeholders in accordance with the consent rights set forth in the Plan and the RSA. The respective rights of the Debtors and the Consenting Stakeholders are expressly reserved, subject to the terms and conditions set forth in the Plan and the RSA, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, or by order of the Bankruptcy Court and no consent of the Required Consenting Stakeholders has been given or shall be presumed or deemed to have been given by the Required Consenting Stakeholders as a result of or in connection with the filing of this **Exhibit B**; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.

The schedule contained in this **Exhibit B**, including the “Cure Amounts” listed therein, remains subject to ongoing negotiations among the Debtors and certain interested parties in accordance with the Plan.¹ The Debtors reserve all rights, with the consultation or consent of any applicable counterparties to the extent required under the Plan, to amend, revise, or supplement this **Exhibit B**, including any “Cure Amount” listed therein, at any time in accordance with the terms of the Plan. A proposed Cure Amount of “TBD” indicates that the applicable Cure Amount is subject to ongoing negotiations between the Debtors and the applicable counterparty. For the avoidance of doubt, executory contracts and unexpired leases that have previously been assumed or rejected pursuant to a prior order of the Bankruptcy Court are not included in **Exhibit B**, and nothing in this Plan Supplement alters, amends, or otherwise affects any such prior assumption or rejection.

On the Effective Date, except as otherwise provided in the Plan, all Executory Contracts or Unexpired Leases will be deemed assumed by the applicable Reorganized Debtor in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code,² other than those that: (1) are Unexpired Leases of non-residential real property that are not expressly set forth in the Schedule of Assumed Executory Contracts and Unexpired Leases and assumed by the deadline set forth in section 365(d)(4) or any applicable Extension Order, which schedule shall be subject to the consent of the Required Consenting Stakeholders; (2) are identified on the Schedule of Rejected Executory Contracts and Unexpired Leases, which schedule shall be subject to the consent of the Required Consenting Stakeholders; (3) have previously expired or terminated pursuant to their own terms or agreement of the parties thereto, forfeiture or by operation of law; (4) have been previously assumed or rejected by the Debtors pursuant to a Final Order; (5) any obligations of WeWork Inc. or WeWork Companies U.S. LLC arising under contracts or leases that are not assumed; or (6) are, as of the Effective Date, the subject of (a) a motion to reject that is pending or (b) an order of the Bankruptcy Court that is not yet a Final Order. For the avoidance of doubt, the Unexpired Leases and Executory Contracts described in subsection (1) of this paragraph will be deemed rejected pursuant to section 365 of the Bankruptcy Code.³

For the avoidance of doubt and notwithstanding anything to the contrary in the Plan, the Debtors shall make all assumption and rejection determinations for their Executory Contracts and Unexpired Leases either through the Filing of a motion or identification in the Plan Supplement,

¹ The foregoing is not intended to enjoin, restrain, limit, impair, or impose any additional procedural prerequisites to the exercise of setoff or recoupment by landlords after the Effective Date under assumed Unexpired Leases pursuant to the terms of such Unexpired Leases and applicable law.

² For the avoidance of doubt, all of the Debtors’ Membership Agreements (as defined in the *Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Maintain and Administer Their Customer Programs and (B) Honor Certain Prepetition Obligations Related Thereto, and (II) Granting Related Relief* [Docket No. 6]) are assumed.

³ For the avoidance of doubt, the “Sell-Out Right” arising under and as defined in that certain Shareholders’ Agreement by and among LATAM CO B.V., WeWork Companies (International) B.V., and SLA WW Holdco LLC, dated as of September 1, 2021 (as amended, modified, or supplemented from time to time), and any claims or causes of action related thereto, are cancelled, released, discharged, and extinguished pursuant to the Plan (including Article III and Article VIII of the Plan).

in each case, prior to the applicable deadlines set forth in sections 365(d)(2) and 365(d)(4) of the Bankruptcy Code, as clarified by the Extension Order.

Entry of the Confirmation Order shall constitute an order of the Bankruptcy Court approving the assumptions, assumptions and assignments, or rejections of the Executory Contracts or Unexpired Leases (in each case, including with agreed modifications as applicable) as set forth in the Plan, or the Schedule of Rejected Executory Contracts and Unexpired Leases or the Schedule of Assumed Executory Contracts and Unexpired Leases, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Except as otherwise specifically set forth in the Plan, in the Schedule of Rejected Executory Contracts and Unexpired Leases, or in the Schedule of Assumed Executory Contracts and Unexpired Leases (as applicable), assumptions, assumptions and assignments, or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date (unless approved by the Bankruptcy Court pursuant to an earlier order). Notwithstanding anything in the Plan to the contrary, with respect to any Unexpired Lease that is listed on the Schedule of Rejected Executory Contracts and Unexpired Leases, the effective date of the rejection of any such Unexpired Lease shall be the later of (a) the date set forth in the Schedule of Rejected Executory Contracts and Unexpired Leases (b) the date upon which the Debtors notify the affected landlord and such landlord's counsel (if known to Debtors' counsel) in writing (email being sufficient) that they have surrendered the premises and, as applicable, (i) turning over keys issued by the landlord, key codes, and/or security codes, if any, to the affected landlord or (ii) notifying such affected landlord or such landlord's counsel (if known to Debtors' counsel) in writing (email being sufficient) that the property has been surrendered, all WeWork-issued key cards have been disabled and, unless otherwise agreed as between the Debtors and the landlord, each affected landlord is authorized to disable all WeWork-issued key cards (including those of any members using the leased location) and the landlord may rekey the leased premises. Each Executory Contract or Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order but not assigned to a third party before the Effective Date shall revest in and be fully enforceable by the applicable contracting Reorganized Debtor in accordance with its terms, including in accordance with any amendments executed by the Debtors and the counterparties to the applicable Executory Contract or Unexpired Lease during these Chapter 11 Cases and effective upon assumption by the Debtors; *provided* that, prior to the Effective Date and in connection with such assumption, any such terms that are rendered unenforceable by the provisions of the Plan or the Bankruptcy Code shall remain unenforceable solely in connection therewith. Any motions to assume Executory Contracts or Unexpired Leases pending on the Confirmation Date shall be subject to approval by a Final Order on or after the Confirmation Date in accordance with any applicable terms in the Plan (including the consent rights of the Required Consenting Stakeholders), unless otherwise settled by the applicable Debtors and counterparties. Notwithstanding anything to the contrary in the Plan, the Debtors or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Schedule of Rejected Executory Contracts and Unexpired Leases or Schedule of Assumed Executory Contracts and Unexpired Leases identified in Article V.A of the Plan and in the Plan Supplement at any time through and including 45 days after the Effective Date, subject to the consent of the Required Consenting Stakeholders.

Except as otherwise provided in the Plan or agreed to by the Debtors and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and

all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

To the maximum extent permitted by Law, the transactions contemplated by the Plan shall not constitute a “change of control” or “assignment” (or terms with similar effect) under any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan, or any other transaction, event, or matter that would (a) result in a violation, breach, or default under such Executory Contract or Unexpired Lease, (b) increase, accelerate, or otherwise alter any obligations, rights, or liabilities of the Debtors or the Reorganized Debtors under such Executory Contract or Unexpired Lease, or (c) result in the creation or imposition of a Lien upon any property or asset of the Debtors or the Reorganized Debtors pursuant to the applicable Executory Contract or Unexpired Lease. Any consent or advance notice required under such Executory Contract or Unexpired Lease in connection with assumption or assumption and assignment thereof (subject to the other provisions of Article V.A of the Plan) shall be deemed satisfied by Confirmation. To the extent that any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption or assumption and assignment of such Executory Contract or Unexpired Lease (including any “change of control” provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party or parties to such Executory Contract or Unexpired Lease to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto.

Notwithstanding anything to the contrary in the Plan, after the Confirmation Date, an Executory Contract or Unexpired Lease on the Schedule of Rejected Executory Contracts and Unexpired Leases as of the Confirmation Date may not be assumed by the applicable Debtor(s) unless the applicable lessor or contract counterparty has (a) consented to such assumption, (b) objected to the rejection of such Executory Contract or Unexpired Lease on the grounds that such Executory Contract or Unexpired Lease should not be rejected and should instead be assumed (and such objection remains outstanding), or (c) in the case of Unexpired Leases, consented to an extension of the time period in which the applicable Debtor(s) must assume or reject such Unexpired Lease pursuant to section 365(d)(4) of the Bankruptcy Code (as extended with the applicable lessor’s prior consent, the “Deferred Deadline”), in which case for purposes of clause (c) the applicable Debtor(s) shall have until the Deferred Deadline to assume such Unexpired Lease, subject to the applicable lessor’s right to object to such assumption, or such Unexpired Lease shall be deemed rejected. For any Executory Contract or Unexpired Lease assumed pursuant to this paragraph, all Cure Obligations shall be satisfied on the Effective Date or as soon as reasonably practicable thereafter, unless subject to a dispute with respect to the Cure Obligation, in which case such dispute shall be addressed in accordance with Article V.D.

For the avoidance of doubt, at any time prior to the applicable deadlines set forth in section 365(d) of the Bankruptcy Code, as clarified by the Extension Order, and as the same may

be extended, the Debtors may reject any Executory Contract or Unexpired Lease pursuant to a separate motion Filed with the Bankruptcy Court.

To the extent any provision of the Bankruptcy Code or the Bankruptcy Rules requires the Debtors to assume or reject an Executory Contract or Unexpired Lease by a deadline, including section 365(d) of the Bankruptcy Code, such requirement shall be satisfied if the Debtors make an election, either through the Filing of a motion or identification in the Plan Supplement, to assume or reject such Executory Contract or Unexpired Lease prior to the applicable deadline, regardless of whether the Bankruptcy Court has actually ruled on such proposed assumption or rejection prior to such deadline.

If certain, but not all, of a contract counterparty's Executory Contracts or Unexpired Leases are assumed pursuant to the Plan, the Confirmation Order shall be a determination that such counterparty's Executory Contracts or Unexpired Leases that are being rejected pursuant to the Plan are severable agreements that are not integrated with those Executory Contracts and/or Unexpired Leases that are being assumed pursuant to the Plan. Parties seeking to contest this finding with respect to their Executory Contracts and/or Unexpired Leases must file a timely objection to the Plan on the grounds that their agreements are integrated and not severable, and any such dispute shall be resolved by the Bankruptcy Court at the Combined Hearing (to the extent not resolved by the parties prior to the Combined Hearing).

If the effective date of any rejection of an Executory Contract or Unexpired Lease is after the Effective Date pursuant to the terms in the Plan, the Reorganized Debtors shall serve a notice on the affected counterparty setting forth the deadline for Filing any Claims arising from such rejection.

Further, for the avoidance of doubt, the inclusion of an Executory Contract and/or Unexpired Lease on this **Exhibit B** does not constitute an admission as to the executory or non-executory nature of such Executory Contract or Unexpired Lease or as to the existence or validity of any Claims held by the counterparty or counterparties to such Executory Contract or Unexpired Lease.

Exhibit B-1

**Draft Schedule of Rejected
Executory Contracts and Unexpired Leases**

Schedule of Rejected Non-Lease Executory Contracts

#	Debtor Legal Entity	Contract to be Rejected ¹	Rejection Counterparty	Counterparty Address	Scheduled Rejection Date
1	We Work Management LLC	Services Agreement	lLife Healthcare Inc	ATTN: Legal Department, One Embarcadero, 19th Floor, San Francisco, CA 94111, UNITED STATES	11/7/2023
2	WeWork Services LLC	Services Agreement	lLife Healthcare, Inc.	115 W. 18th Street, 4th Floor, New York, NY 10011, UNITED STATES	11/7/2023
3	We Work Management LLC	Marketing Agreement	lLife Healthcare, Inc.	One Embarcadero Center, 19th Floor, San Francisco, CA 94111, UNITED STATES	11/7/2023
4	Common Desk Operations LLC	Unexpired Lease	3200 East Camelback Road, LP	Attn: Charles Jerkovich, 51 W 3rd St, Suite 105, Tempe, AZ 85281	TBD
5	We Work Management LLC, et. al.	Omnibus Agreement	Adam Neumann, et. al.	Ropes & Gray, 1211 Avenue of the Americas, New York, NY 10036, Attn: Gregg M. Galardi and Jeremy D. Webb	11/7/2023
6	WeWork Companies U.S. LLC	Amended and Restated Indemnification Agreement	Adam Neumann, et. al.	Ropes & Gray, 1211 Avenue of the Americas, New York, NY 10036, Attn: Gregg M. Galardi and Jeremy D. Webb	11/7/2023
7	Common Desk Operations LLC	Unexpired Lease	ADMIRAL 2R ACQUISITIONS LLC	Attn: Andrew Stone, 52 Vanderbilt Avenue, Suite 1000, New York, NY 10017	TBD
8	We Work Management LLC	Master Service Agreement	Andrade Cleaning Services	6214 Ocean Jasper Dr., Bakersfield, CA 93313, UNITED STATES	11/7/2023
9	Common Desk Operations LLC	Unexpired Lease	AP The Hill Owner, LLC	8041 Walnut Hill Lane, Dallas, TX, 75231 United States	TBD
10	WW BuildCo LLC	Construction Agreement	Apex Facility Resources, Inc.	20219 87th Avenue S, Kent, WA 98031, UNITED STATES	11/7/2023
11	We Work Management LLC	Consulting Agreement	Arcgate	G1-11, I.T. Park, M.I.A., Rajasthan, INDIA	11/7/2023
12	We Work Management LLC	Purchase and Sale Agreement	Avalara, Inc.	255 South King Street, Suite 1200, Seattle, WA 98104	4/25/2024
13	WeWork Canada LP ULC	Services Agreement	Beer Worx Inc	5826 Burbank Road, SE Calgary, AB T2H 1Z3, CANADA	11/7/2023
14	We Work Management LLC	Services Agreement	Burpy, Inc	20115 Falcon Chase Court, Spring, TX 77379, UNITED STATES	11/7/2023
15	We Work Management LLC	Master Service Agreement	Cafe Novo Coffee Roasters Llc	Attn: Jake Brodsky, Co-Founder & President, 3008 Larimer Street, Denver, CO 80205, UNITED STATES	11/7/2023
16	We Work Management LLC	Services Agreement	Compass Group USA, INC.	2400 Yorkmont Road, Charlotte, NC 28217, UNITED STATES	6/10/2024
17	WeWork Companies U.S. LLC	Services Agreement	Conductor Founders Inc. (DBA Conductor LLC)	2 Park Avenue, 15th Floor, New York, NY 10016, UNITED STATES	5/10/2024
18	We Work Management LLC	Subscription Agreement and Order Form	Conductor Founders Inc. (DBA Conductor LLC)	2 Park Avenue, 15th Floor, New York, NY 10016, UNITED STATES	5/10/2024
19	Common Desk Operations LLC	Unexpired Lease	Crabtree Terrace Holdings, LLC	Attn: Brian Adams, 1201 Wilson Blvd, Suite 2310, Arlington, VA 22209	TBD
20	We Work Management LLC	Services Agreement	Craft Beer Cellar	Attn: Suzanne Schalow, 51 Leonard Street, Belmont, MA 02478, UNITED STATES	11/7/2023
21	We Work Management LLC	Services Agreement	Data2Logistics, LLC	12631 Westlinks Drive, Fort Myers, FL 33913-8627, UNITED STATES	11/7/2023
22	110 Wall Manager LLC	Master Service Agreement	Delta Connects, Inc.	10 Centre Drive, Monroe, NJ 08831, UNITED STATES	11/7/2023
23	We Work Management LLC	Service Order (1/1/2021 through 12/31/2022)	Dialpad, Inc.	100 California Street, Suite 500, San Francisco, CA 94111, UNITED STATES	11/7/2023
24	We Work Management LLC	Service Order for Corporate Phone Lines (6/1/2023 through 5/31/2026)	Dialpad, Inc.	3001 Bishop Drive, Suite 400A, San Ramon, CA 94583	6/10/2024
25	Common Desk Operations LLC	Unexpired Lease	EaDo Common Desk LLC	Attn: Matt Donowho, Member and Manager, 2118 Lamar Street, Suite 105, Houston, TX 77003	TBD
26	Common Desk Operations LLC	Unexpired Lease	East End CD, LLC	C/O SLI Capital, Attn: Bryan Kane, 4242 Six Forks Road, Suite 820, Raleigh, NC 27609	TBD
27	We Work Management LLC	Consulting Agreement	Enterprise Engineering, Inc.	1 State Street Plaza, 10th Floor, New York, NY 10004, UNITED STATES	11/7/2023
28	We Work Management LLC	Professional Services Statement of Work	Experian Marketing Solutions, LLC	475 Anton Blvd, Costa Mesa, CA 92626	11/7/2023
29	We Work Management LLC	Order Form and Change Order	Experian Marketing Solutions, LLC	475 Anton Blvd, Costa Mesa, CA 92626	11/7/2023
30	We Work Management LLC	Sponsorship Agreement	Haiti Coffee Co	Attn: David Pierre-Louis, Director of Operations, 420 S. Massachusetts St, Seattle, WA 98134, UNITED STATES	11/7/2023
31	We Work Management LLC	Master Service Agreement	Haiti Coffee Co	Attn: David Pierre-Louis, Director of Operations, 420 S. Massachusetts St, Seattle, WA 98134, UNITED STATES	11/7/2023
32	Common Desk Operations LLC	Unexpired Lease	Hall 3201 Coworking LLC	Attn: Larry Harris, 2323 Ross Avenue, Suite 200, Dallas, TX 75201	TBD
33	We Work Management LLC	Master Service Agreement	Harvard Maintenance Inc	Attn: Jim Postelnick, General Manager, 135 S LaSalle St, Suite 2650, Chicago, IL 60603, UNITED STATES	11/7/2023
34	WeWork Canada LP ULC	Services Agreement	Hoochy' Booch Kombucha Inc.	400 Industrial Avenue, Vancouver, BC V6A 2P3, CANADA	11/7/2023
35	WeWork Companies U.S. LLC	Consulting Agreement	Inbar Edut	inbaredut@gmail.com	11/7/2023

#	Debtor Legal Entity	Contract to be Rejected ¹	Rejection Counterparty	Counterparty Address	Scheduled Rejection Date
36	We Work Management LLC	Consulting Agreement	Inbar Edut	inbaredut@gmail.com	11/7/2023
37	We Work Management LLC	Consulting Agreement	Inbar Edut	inbaredut@gmail.com	11/7/2023
38	We Work Management LLC	Purchase and Sale Agreement	Jumio Corporation	395 Page Mill Road, suite 150, palo alto, CA 94306, UNITED STATES	11/7/2023
39	We Work Management LLC	Services Agreement	Jumio Corporation	268 Lambert Avenue, Palo Alto, CA 94306, UNITED STATES	11/7/2023
40	We Work Management LLC	Consulting Agreement	KBA Lease Services, Inc.	1000 U.S. Highway 9, Woodbridge, NJ 07095, UNITED STATES	11/7/2023
41	We Work Management LLC	Master Service Agreement	King Draft Inc.	Attn: Alvis Salvador, President, 85-21 60th Drive, #2, Middle Village, NY 11379, UNITED STATES	11/7/2023
42	We Work Management LLC	Consulting Agreement	Lagarsoft SRL	Juan M. Espinosa 1386, Montevideo, URUGUAY	11/7/2023
43	WeWork Companies U.S. LLC	Letter Agreement	Lincoln Partners Advisors LLC	110 North Wacker Drive, Floor 51, Chicago, IL 60606, UNITED STATES	11/7/2023
44	We Work Management LLC	Order Form - Standard SPP (Start Date of 1/1/24)	Mapbox, Inc.	1133 15th St NW, Suite 825, Washington DC, 20005	4/1/2024
45	We Work Management LLC	Service Contractor Agreement	Metropolitan Cleaning, LLC	142 W 57th Street; 15th Floor; New York, NY 10019; Attn: Kyle Bunce	4/18/2023
46	49 West 27th Street HQ LLC	Master Service Agreement	Narrow Security Inc	469 Seventh Ave, STE 1248, New York, NY 10018, UNITED STATES	11/7/2023
47	We Work Management LLC	Statement of Work (BYOD Service)	Nfinity Global Inc.	3312 Rosedale St, Ste 202C, Gig Harbor, WA 98335, UNITED STATES	11/7/2023
48	We Work Management LLC	Master Service Agreement	Nurturing Expressions, LLC	14900 Interurban Ave S, Ste 201, Tukwila, WA 98168, UNITED STATES	11/7/2023
49	We Work Management LLC	Master Service Agreement	Pacific Coast Fruit Company	Attn: Mark Brooks, Food Service and Business Development Manager, 7250 S 228th Street, Kent, WA 98032	11/7/2023
50	We Work Management LLC	Services Agreement	Professional Marketing Services Inc	300 Long Beach Blvd, Suite 6, Long Beach, CA 90801, UNITED STATES	6/10/2024
51	We Work Management LLC	Master Service Agreement	Professional Marketing Services Inc	Attn: Erica Sylvia, Customer Manager, 300 Long Beach Boulevard, Stratford, CT 06615, UNITED STATES	6/10/2024
52	We Work Management LLC	Services Agreement	REALTIMEBOARD INC	ATTN: Legal Department, 201 Spear Street, Suite 1100, San Francisco, CA 94105, UNITED STATES	4/30/2024
53	45 West 18th Street Tenant LLC	General Obligations Agreement	RXR 620 TENANT LLC	28 LIBERTY STREET, NEW YORK, NY, 10005	
54	We Work Management LLC	Statement of Work for Implementation Services of Tableau Online	Salesforce.Com, Inc.	Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, CA 94105, UNITED STATES	11/7/2023
55	We Work Management LLC	Statement of Work #001-2021	Salesforce.Com, Inc.	Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, CA 94105, UNITED STATES	11/7/2023
56	We Work Management LLC	Marketing Agreement	Tampon Tribe	929 Colorado Avenue, Santa Monica, CA 90401, UNITED STATES	11/7/2023
57	We Work Management LLC	Pricing Agreement	Tampon Tribe	ATTN: Jennifer Eden, 929 Colorado Avenue, Santa Monica, CA 90401, UNITED STATES	11/7/2023
58	WW BuildCo LLC	Master Service Agreement	TeamLINUX LLP	9900 E. 51st Avenue, Denver, CO 80238, UNITED STATES	11/7/2023
59	WeWork Companies U.S. LLC	Purchase and Sale Agreement for RIA Checkpoint	Thomson Reuters (Tax and Accounting) Inc	2395 Midway Rd., Carrollton, TX 75006, UNITED STATES	11/7/2023
60	We Work Management LLC	Order Form Q-01089803	Thomson Reuters (Tax and Accounting) Inc	2395 Midway Rd., Carrollton, TX 75006, UNITED STATES	11/7/2023
61	We Work Management LLC	Master Service Agreement	Tower Cleaning Plus (dba Tower Water)	ATTN: Thomas Hardy, Director of Operations, 5 Shirey Avenue, Somerset, NJ 08873, UNITED STATES	11/7/2023
62	Common Desk Operations LLC	Vendor Supply Agreements	TXU Energy Retail Company LLC	6555 Sierra Drive 1-W-1, Irving, TX 75039, UNITED STATES	11/7/2023
63	Common Desk West 7th, LLC	Vendor Supply Agreements	TXU Energy Retail Company LLC	6555 Sierra Drive 1-W-1, Irving, TX 75039, UNITED STATES	11/7/2023
64	We Work Management LLC	Master Service Agreement	Universal Protection Service LP (DBA Allied Universal Security Services)	Attn: Edward Childress, Branch Manager, 9570 SW Barbur Blvd, Suite 212, Portland, OR 97219, UNITED STATES	11/7/2023
65	WW BuildCo LLC	Consulting Agreement	VIRSIG LLC	48-02 25th Avenue, #305, Astoria, NY 11103, UNITED STATES	11/7/2023
66	We Work Management LLC	Data Processing Agreement	VIRSIG LLC	95 Seaview Blvd, Suite 201, Port Washington, NY 11050, UNITED STATES	11/7/2023
67	We Work Management LLC	Purchase and Sale Agreement	VIRSIG LLC	95 Seaview Blvd, Suite 201, Port Washington, NY 11050, UNITED STATES	11/7/2023
68	We Work Management LLC	Rental Agreement	Wizard Studios North Inc	305 Ten Eyck Street, Brooklyn, NY 11206, UNITED STATES	11/7/2023
69	WeWork Companies U.S. LLC	Master Service Agreement	Wizard Studios North, Inc.	Attn: Matthew Saravay, President, 205 Ten Eyck Street, Brooklyn, NY 11206, UNITED STATES	11/7/2023
70	We Work Management LLC	Services Agreement	Wizard Studios North, Inc.	305 Ten Eyck Street, Brooklyn, NY 11206, UNITED STATES	11/7/2023

1. Unless otherwise indicated, any active related amendments or addendums, as well as any outstanding orders governed by the contracts listed, are also deemed to be rejected

DRAFT - Schedule of Rejected Unexpired Leases

#	Title/Description of Lease	Debtor Legal Entity	Property Address	Landlord / Counterparty	Landlord / Counterparty Address	Scheduled Rejection Date	Abandoned Personal Property	Third Party Secured Interest
1	Unexpired Lease	One Gotham Center Tenant LLC	28-07 Jackson Ave Long Island City, NY 11101	LIC Site B-1 Owner, L.L.C.	45 Rockefeller Plaza, New York, NY, 10111	5/31/2024	Miscellaneous Furniture, Fixtures and/or Equipment	Holders of the Company's secured funded debt
2	Unexpired Lease	725 Ponce De Leon Ave NE Tenant LLC	725 Ponce De Leon Ave NE Atlanta, GA 30306	Cousins 725 Ponce LLC	PO Box 198349, Atlanta, GA, 30384-8349	5/31/2024	Miscellaneous Furniture, Fixtures and/or Equipment	Holders of the Company's secured funded debt
3	Unexpired Lease	500 11th Ave North Tenant LLC	500 11th Ave North Floor 4 Nashville, TN 37203	Capitol View JV-E, a Tennessee general partnership	720 East Wisconsin Avenue Milwaukee, WI 53202	5/31/2024	Miscellaneous Furniture, Fixtures and/or Equipment	Holders of the Company's secured funded debt
4	Unexpired Lease	WW 210 N Green LLC	220 N Green St Chicago, IL 60607	Pea Green Owner LLC	20 N Michigan Ave, Suite 400, Chicago, IL, 60602	TBD	Miscellaneous Furniture, Fixtures and/or Equipment	Holders of the Company's secured funded debt
5	Unexpired Lease	WeWork Canada LP ULC	595 Burrard Street Suite 1600 Vancouver, BC V7X 1L3	BH Centre Head Corp.	3110 - 1055 Dunsmuir Street, PO Box 49305, Vancouver, British Columbia, V7X 1L3	5/31/2024	Miscellaneous Furniture, Fixtures and/or Equipment	Holders of the Company's secured funded debt

Exhibit B-2

**Draft Schedule of Assumed
Executory Contracts and Unexpired Leases**

Schedule of Assumed Non-Lease Executory Contracts

#	Debtor Legal Entity	Contract to be Assumed ¹	Assumption Counterparty	Counterparty Address	Amendments to Contract	Cure Amount
1	Common Desk Operations LLC	Unexpired Lease	14555 Coworking, LLC	Attn: Manager, 16400 Dallas Parkway, Suite 150, Dallas, TX 75248	None	\$0.00
2	Common Desk Operations LLC	Unexpired Lease	226 N Front Street, LLC	C/O East West Partners, Attn: Lucien Ellison, 1450 Environ Way, Chapel Hill, NC 27517	None	\$0.00
3	Common Desk Operations LLC	Unexpired Lease	2500 Citywest TRS, LLC	Attn: Property Manager, 2500 CityWest Boulevard, Houston, TX 77042	None	\$0.00
4	Common Desk Operations LLC	Unexpired Lease	300 East Davis Owner, LLC	Attn: Daniel Doyon, 5540 Centerview Drive, Suite 204, Raleigh, NC 27606	None	\$0.00
5	TBD (Common Desk)	Unexpired Lease	3400 North Central Expressway Operator LLC	c/o Transwestern, 1900 West Loop South, Suite 1300, Houston, Texas 77027	None	\$0.00
6	TBD (Common Desk)	Unexpired Lease	650 Main Building LLC	1980 Post Oak Blvd., Suite 1900, Houston, Texas 77056 Attn: Brandon Campbell	None	\$0.00
7	Common Desk Operations LLC	Unexpired Lease	7801 Burnet Road LP	TBD	None	\$0.00
8	We Work Management LLC	Software Services Rider	84codes AB	Torsgatan 26, Stockholm, SWEDEN	None	\$0.00
9	WeWork Canada LP ULC	Management Services Agreement for 1 Place Ville Marie	9145-4090 Quebec Inc., PVM Focnia II Inc., and PVM Focnia III Inc.	Edifice Jacques-Parizeau, 1001, Victoria Square, Suite C-500, in the City of Montréal, Province of Québec, H2Z 2B5	None	\$0.00
10	We Work Management LLC	Statement of Work	Accenture International Limited	Attention: Director of Legal Services, 1 Grand Canal Square, Grand Canal Harbou, Dublin 2, IRELAND	None	\$0.00
11	WeWork Companies U.S. LLC	Consulting Agreement	Accenture LLP	161 North Clark Street, Chicago, IL 60601, UNITED STATES	None	\$0.00
12	We Work Management LLC	Consulting Agreement	Accenture LLP	161 North Clark Street, Chicago, IL 60601, UNITED STATES	None	\$0.00
13	We Work Management LLC	Master Service Agreement	Activaire LLC	190 N 10th St, Suite 304, Brooklyn, NY 11211, UNITED STATES	Price reduction	\$0.00
14	Common Desk Operations LLC	Unexpired Lease	Admiral 2R Acquisitions LLC	Attn: Andrew Stone, 52 Vanderbilt Avenue, Suite 1000, New York, NY 10017	None	\$0.00
15	We Work Management LLC	Services Agreement	ADP, INC.	One ADP Boulevard, Roseland, NJ 07068, UNITED STATES	None	\$320.49
16	148 Lafayette Street Tenant LLC	Services Agreement	Adyen NV	Simon Carmiggelstraat 6-50, Amsterdam, NETHERLANDS	None	\$0.00
17	WW 1875 Connecticut LLC	Services Agreement	Adyen NV	Simon Carmiggelstraat 6-50, Amsterdam, NETHERLANDS	None	\$0.00
18	WeWork Companies U.S. LLC	Services Agreement	Adyen NV	Simon Carmiggelstraat 6-50, 1011 DJ, Amsterdam, NETHERLANDS	None	\$0.00
19	902 Broadway Tenant LLC	Services Agreement	Adyen NV	Simon Carmiggelstraat 6-50, Amsterdam, NETHERLANDS	None	\$0.00
20	We Work Management LLC	Services Agreement	Adyen NV	Simon Carmiggelstraat 6-50, 1011 DJ, Amsterdam, NETHERLANDS	None	\$0.00
21	WW 745 Atlantic LLC	Services Agreement	Adyen NV	Simon Carmiggelstraat 6-50, Amsterdam, NETHERLANDS	None	\$0.00
22	We Work Management LLC	Staffing Services Agreement	Aerotek Inc.	7301 Parkway Drive South, Hanover, MD 21076	None	\$0.00
23	WeWork Companies U.S. LLC	Master Service Agreement	Aetna Life Insurance Company	151 Farmington Ave, Hartford, CT 06156, UNITED STATES	None	\$0.00
24	We Work Management LLC	Business Responsibility Agreement	Aetna Life Insurance Company	Aetna Life Insurance Company - Aetna Privacy Office, 151 Farmington Ave, RE6A, Hartford, CT 06156, UNITED STATES	None	\$0.00
25	We Work Management LLC	Services Agreement	AgileBits, Inc.	ATTN: Jeff Shiner, 317 Adelaide St W, Suite 910, Toronto, ON M5V 1P9, CANADA	None	\$0.00
26	We Work Management LLC	Services Agreement	Algolia, Inc	301 Howard St., Ste. 300, San Francisco, CA 94105, UNITED STATES	None	\$0.00
27	We Work Management LLC	Software Lease/License Agreement	Algolia, Inc	589 Howard Street, Suite 5, San Francisco, CA 94105, UNITED STATES	None	\$0.00
28	We Work Management LLC	Services Agreement	Alight Solutions LLC	ATTN: General Counsel, 4 Overlook Point, Lincolnshire, IL 60069, UNITED STATES	None	\$118.06
29	We Work Management LLC	Master Goods and Services Agreement	Allset Inc.	1070 Main St W, Unit 2B, Hamilton, Ontario	None	\$0.00
30	We Work Management LLC	License Agreement	Alteryx, Inc.	ATTN: General Counsel, 3345 Michelson Drive, Suite 400, Irvine, CA 92612, UNITED STATES	None	\$0.00
31	We Work Management LLC	Purchase and Sale Agreement	Alteryx, Inc.	17200 Laguna Canyon Road, Irvine, CA 92618, UNITED STATES	None	\$0.00
32	We Work Management LLC	Pricing Agreement	Amazon Web Services, Inc.	PO BOX 84023, Seattle, WA 98124-8423, UNITED STATES	None	\$299,146.39
33	We Work Management LLC	Marketing Agreement	Amazon Web Services, Inc.	PO BOX 81226, Seattle, WA 98108, UNITED STATES	None	\$0.00
34	WeWork Companies U.S. LLC	Services Agreement	American Express Travel Related Services Company Inc	20022 North 31st Avenue, Mail Code AZ-08-03-11, Phoenix, AZ 85207, UNITED STATES	None	\$0.00
35	We Work Management LLC	License Agreement	American Red Cross (US Only)	ATTN: Office of the General Counsel, 431 18th Street, Washington, DC 20006, UNITED STATES	None	\$0.00
36	We Work Management LLC	Services Agreement	American Red Cross (US Only)	25688 Network Place, Chicago, IL 60673, UNITED STATES	None	\$0.00
37	We Work Management LLC	Services Agreement	Amplitude, Inc.	631 Howard Street, Floor 5, San Francisco, CA 94105, UNITED STATES	None	\$0.00
38	We Work Management LLC	Purchase and Sale Agreement	Amplitude, Inc.	631 Howard Street, Floor 5, San Francisco, CA 94105, UNITED STATES	None	\$0.00
39	WW BuildCo LLC	Master Service Agreement	Anixter Inc.	Attn: Peter Ferrell, 2301 Patriot Boulevard, Glenview, IL 60026, UNITED STATES	None	\$0.00
40	We Work Management LLC	Services Agreement	Anixter Inc.	7 Santa Fe Way, East Windsor, NJ 08512, UNITED STATES	None	\$0.00
41	The We Company Management LLC	Purchase and Sale Agreement	Anixter Inc.	7 Santa Fe Way, East Windsor, NJ 08512, UNITED STATES	None	\$0.00
42	We Work Management LLC	Software Lease/License Agreement	Anybill Financial Services Inc	800 Maine Ave NE, Washington, DC 20024, UNITED STATES	None	\$1,340.20

#	Debtor Legal Entity	Contract to be Assumed ¹	Assumption Counterparty	Counterparty Address	Amendments to Contract	Cure Amount
43	We Work Management LLC	Statement of Work	Aon Consulting, Inc.	200 East Randolph Street 10th Floor Chicago, IL 60601, United States	None	\$0.00
44	We Work Management LLC	Services Agreement	Aon Consulting, Inc.	200 East Randolph Street 10th Floor Chicago, IL 60601, United States	None	\$0.00
45	We Work Management LLC	Software Lease/License Agreement	APEX Analytix, LLC	1501 Highwoods Boulevard, Suite 200, Greensboro, NC 27410, UNITED STATES	Reduced volume	\$0.00
46	We Work Management LLC	Services Agreement	APEX Analytix, LLC	1501 Highwoods Boulevard, Suite 200, Greensboro, NC 27410, UNITED STATES	Reduced volume	\$0.00
47	We Work Management LLC	Software Lease/License Agreement	AppsFlyer, Inc.	100 First Street, Suite 2500, San Francisco, CA 94105, UNITED STATES	None	\$0.00
48	WeWork Companies U.S. LLC	Master Service Agreement	ARAG Insurance Company and/or ARAG Services LLC	ATTN: Legal Department, 500 Grand Avenue, Suite 100, Des Moines, IA 50309, UNITED STATES	None	\$0.00
49	We Work Management LLC	Purchase Order	Articulate Global, Inc.	244 5th Avenue, Suite 2960, New York, NY 10001	None	\$0.00
50	We Work Management LLC	Software Lease/License Agreement	Atlan Inc.	ATTN: Prukalpa Sankar, 831 N Tatnall Street, Suite M #171, Wilmington, DE 19801, UNITED STATES	None	\$0.00
51	We Work Management LLC	Purchase and Sale Agreement	Atlan Inc.	1209 Orange Street, Wilmington City, DE 19801, UNITED STATES	None	\$0.00
52	We Work Management LLC	Subscription Agreement and Software Subscription Services Rider	AuditBoard, Inc.	12800 Center Court Drive South, Suite 100, Cerritos, CA 90703, UNITED STATES	None	\$4,539.77
53	WeWork Companies U.S. LLC	Services Agreement	BDO USA, LLP	130 E Randolph St, #2800, Chicago, IL 60601, UNITED STATES	None	\$0.00
54	WeWork Companies U.S. LLC	Consulting Agreement	BDO USA, LLP	622 Third Ave, Suite 3100, New York, NY 10017, UNITED STATES	None	\$0.00
55	We Work Management LLC	Consulting Agreement	BDO USA, LLP	622 Third Ave, Suite 3100, New York, NY 10017, UNITED STATES	None	\$0.00
56	WeWork Companies U.S. LLC	Services Agreement	Beacon Hill Staffing Group	Box 846193, Boston, MA 02284, UNITED STATES	None	\$0.00
57	We Work Management LLC	Services Agreement	Beacon Hill Staffing Group	Box 846193, Boston, MA 02284, UNITED STATES	None	\$0.00
58	We Work Management LLC	Services Agreement and Statement of Work	Bell Techlogix, Inc.	4400 W. 96th Street, Indianapolis, IN 46268, UNITED STATES	None	\$92,407.20
59	We Work Management LLC	Services Agreement	BigMarker.com LLC	223 West Erie Street, Chicago, IL 60654, UNITED STATES	None	\$0.00
60	WeWork Companies U.S. LLC	Data Protection Agreement	BITLY INC	139 Fifth Avenue, Floor 5, New York, NY 10010, UNITED STATES	None	\$0.00
61	We Work Management LLC	Purchase and Sale Agreement	BlackLine Systems, Inc	21300 Victory Blvd, 12th Floor, Woodland Hills, CA 91367, UNITED STATES	None	\$0.00
62	Common Desk West 7th, LLC	Unexpired Lease	Block Younger, LLC	14643 Dallas Parkway, Suite 950, Dallas, TX, 75354	None	\$0.00
63	WeWork Companies U.S. LLC	Master Goods and Services Agreement	BluCar LLC (DBa Commutifi)	1111 Pearl St, #200, Boulder, CO 80302, UNITED STATES	None	\$135,709.05
64	We Work Management LLC	Master Goods and Services Agreement	BluCar LLC (DBa Commutifi)	1111 Pearl St, #200, Boulder, CO 80302, UNITED STATES	None	\$0.00
65	We Work Management LLC	Collaboration Agreement	BluCar LLC (DBa Commutifi)	Attn: Rich Schmelzer, CEO, PO Box 1170, Boulder, CO 80306, UNITED STATES	None	\$0.00
66	We Work Management LLC	Services Agreement	BluCar LLC (DBa Commutifi)	Attn: Rich Schmelzer, PO BOX 1170, Boulder, CO 80306, UNITED STATES	None	\$0.00
67	We Work Management LLC	Services Agreement	braXos Security Software LLC	8000 Walton Parkway, Ste 238, New Albany, OH 43054, UNITED STATES	None	\$21,350.00
68	We Work Management LLC	Statement of Work	braXos Security Software LLC	P.O. Box 1013, New Albany, OH 43054, UNITED STATES	None	\$0.00
69	We Work Management LLC	Care Advantage Agreement Amendment and Renewal	Bright Horizons Children's Centers LLC (DBA Bright Horizons)	2 Wells Ave, Newton, MA 02459 USA	None	\$0.00
70	WW Onsite Services LLC	WW Onsite Services LLC	Broadway Clifton Property LLC	C/O CEDARst Companies, Attn: Emilia Merchen, 1020 W. Lawrence Avenue Suite 300, Chicago, IL 60640	None	\$0.00
71	We Work Management LLC	Services Agreement	BROWSERSTACK INC	4512 Legacy Dr, Ste 100, Plano, TX 75024, UNITED STATES	None	\$0.00
72	We Work Management LLC	Purchase Agreement	Bynder LLC	24 Farnsworth St., Boston, MA 02210, UNITED STATES	None	\$0.00
73	We Work Management LLC	Renewal Agreement	Bynder LLC	24 Farnsworth St., Boston, MA 02210, UNITED STATES	None	\$0.00
74	We Work Management LLC	Software Subscription Services Rider	Bynder LLC	24 Farnsworth St., Boston, MA 02210, UNITED STATES	None	\$0.00
75	We Work Management LLC	Collaboration Agreement	Captivate LLC	501 7th Avenue, Suite 210, New York, NY 10018, UNITED STATES	None	\$55,516.15
76	We Work Management LLC	Consulting Agreement	CASCADE INSIGHTS, LLC	18165 S Brookstone Dr., Dr. Oregon City, OR 97045, UNITED STATES	None	\$0.00
77	We Work Management LLC	Master Service Agreement	Cimplifi, a division of System One Holdings, LLC	Attn: Trish Anderson, 210 Sixth Avenue, Suite 3100, Pittsburgh, PA 15222, UNITED STATES	None	\$43,760.75
78	We Work Management LLC	Software Lease/License Agreement	Circle Internet Services, Inc. (DBA CircleCI)	201 Spear St, 12th Floor, San Francisco, CA 94105, UNITED STATES	None	\$0.00
79	We Work Management LLC	Renewal Order Form	Circle Internet Services, Inc. (DBA CircleCI)	201 Spear Street, 12th Floor, San Francisco, CA 94105, UNITED STATES	None	\$0.00
80	We Work Management LLC	Master Subscription Agreement	Cision US Inc.	300 S Riverside Plaza, Chicago, IL 60606	None	\$0.00
81	Common Desk Operations LLC	Services Agreement	CIT SOLUTIONS	6317 Rollins Rd, Granbury, TX 76049, UNITED STATES	None	\$530.43
82	WW BuildCo LLC	Construction Agreement	CITY CONSTRUCTION GROUP, INC.	2727 SW 26th Ave, Miami, FL 33133, UNITED STATES	None	\$0.00
83	We Work Management LLC	Software Lease/License Agreement	CloudPlus, Inc. (DBA CloudApp)	431 Tehama St., San Francisco, CA 94103, UNITED STATES	None	\$0.00
84	We Work Management LLC	Subscription Agreement	CloudPlus, Inc. (DBA CloudApp)	431 Tehama St., San Francisco, CA 94103, UNITED STATES	None	\$0.00
85	We Work Management LLC	Software Services Rider	CloudPlus, Inc. (DBA CloudApp)	431 Tehama St., San Francisco, CA 94103, UNITED STATES	None	\$0.00

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86	We Work Management LLC	License Agreement	Coda Project Inc	444 Castro Street, Suite 1200, Mountain View, CA 94041, UNITED STATES	None	\$0.00
87	We Work Management LLC	Product and Service Agreement	Coda Project Inc	444 Castro Street, Suite 1200, Mountain View, CA 94041, UNITED STATES	None	\$0.00
88	We Work Management LLC	Consulting Agreement	COGNIZANT TECHNOLOGY SOLUTIONS US CORPORATION.	211 Quality Circle, College Station, TX 77845, UNITED STATES	None	\$0.00
89	We Work Management LLC	Statement of Work	COGNIZANT TECHNOLOGY SOLUTIONS US CORPORATION.	211 Quality Circle, College Station, TX 77845, UNITED STATES	None	\$0.00
90	WeWork Companies U.S. LLC	Consulting Agreement	Collaborative Solutions, LLC	11190 Sunrise Valley Drive, Suite 110, Reston, VA 20191, UNITED STATES	None	\$9,090.00
91	We Work Management LLC	Consulting Agreement	Collaborative Solutions, LLC	11190 Sunrise Valley Drive, Suite 110, Reston, VA 20191, UNITED STATES	None	\$0.00
92	We Work Management LLC	Order Form	CompStak Inc	675 6th Avenue, Fourth Floor, New York, NY 10011, UNITED STATES	None	\$0.00
93	We Work Management LLC	Purchase and Sale Agreement	CompStak Inc	36 Cooper Square, 6th Floor, New York, NY 10003, UNITED STATES	None	\$0.00
94	We Work Management LLC	Subscription Agreement	CompStak Inc	36 Cooper Square, Sixth Floor, New York, NY 10003, UNITED STATES	None	\$0.00
95	We Work Management LLC	Purchase and Sale Agreement	Confluent, Inc.	899 WEST EVELYN AVENUE, MOUNTAIN VIEW, CA 94041, UNITED STATES	None	\$0.00
96	We Work Management LLC	Software Lease/License Agreement	Content Square, Inc.	368 9th Avenue, Floor 11, New York, NY 10011, UNITED STATES	None	\$0.00
97	We Work Management LLC	Services Agreement	Contentful, Inc.	101 Montgomery Street, Suite 2050, San Francisco, CA 94103, UNITED STATES	None	\$20,963.02
98	WW BuildCo LLC	Master Service Agreement	CONVERGINT TECHNOLOGIES LLC	One Commerce Drive, Schaumburg, IL 60173, UNITED STATES	None	\$0.00
99	We Work Management LLC	Subscription Agreement	Corrigo Incorporated	Attn: JLLT Counsel, 200 E Randolph, Chicago, IL 60601, UNITED STATES	None	\$86,319.61
100	Common Desk Operations LLC	Unexpired Lease	Crescent Ross Avenue Investors LLC	2001 Ross Avenue, Suite 5411, Dallas, TX 75201	None	\$0.00
101	Common Desk Operations LLC	Unexpired Lease	Crimson/RELP/Springwoods Parcel 1A, LLC	Attn: Property Manager, 1401 Lake Plaza Drive, Suite 200, Spring, TX 77389	None	\$0.00
102	110 Wall Manager LLC	Master Service Agreement	Croker Fire Drill Corporation	235 Brookside Drive, Hauppauge, NY 11788, UNITED STATES	None	\$0.00
103	We Work Management LLC	License Agreement	Crown Castle Fiber LLC	ATTN: Deputy General Counsel - Fiber, 55 Broad St, New York, NY 10004, UNITED STATES	None	\$0.00
104	429 Lenox Ave Tenant LLC	Purchase and Sale Agreement	Crown Castle Fiber LLC	8020 Katy Freeway, Houston, TX 77204, UNITED STATES	None	\$0.00
105	WeWork Inc.	Lease Administration Agreement	Cushman & Wakefield, U.S. Inc.	225 W Wacker Drive, Suite 3000, Chicago, IL 60606, UNITED STATES	None	\$0.00
106	WeWork Inc.	Amended and Restated Schedule for Technology Systems and Resources	Cushman & Wakefield, U.S. Inc.	225 W Wacker Drive, Suite 3000, Chicago, IL 60606, UNITED STATES	Revised schedule pursuant to larger contract amendment	\$0.00
107	We Work Management LLC	Software Services Rider	Darwin Technologies Limited	1 Tower Place West, Tower Place, London, United Kingdom, EC3R 5BU	None	\$0.00
108	We Work Management LLC	Master Professional Services Agreement	Darwin Technologies Limited	1 Tower Place West, Tower Place, London, United Kingdom, EC3R 5BU	None	\$0.00
109	We Work Management LLC	Software Lease/License Agreement	Data Theorem, Inc.	532 Emerson St, Palo Alto, CA 94301, UNITED STATES	None	\$0.00
110	We Work Management LLC	Software Lease/License Agreement	Datadog, Inc.	620 8th Ave, Fl 145, New York, NY 10018, UNITED STATES	None	\$1,115.46
111	WeWork Companies U.S. LLC	Statement of Work	Datasite LLC	733 S. Marquette Ave, Minneapolis, MN 55402	None	\$0.00
112	We Work Management LLC	Services Agreement	Dealpath, Inc	300 California Street, Suite 200, San Francisco, CA 94104, UNITED STATES	None	\$0.00
113	We Work Management LLC	Engagement Letter	Debevoise & Plimpton LLP	919 Third Avenue, New York, NY, 10022	None	\$33,919.50
114	We Work Management LLC	Service Orders (6/1/2023 through 5/31/2026)	Dialpad, Inc.	100 California Street, Suite 500, San Francisco, CA 94111, UNITED STATES	None	\$261,004.00
115	We Work Management LLC	Service Order (7/28/2023 through 5/31/2026)	Dialpad, Inc.	100 California Street, Suite 500, San Francisco, CA 94111, UNITED STATES	None	\$0.00
116	We Work Management LLC	Services Agreement	Diligent Corporation	1111 19th St NW, 8th Floor, Washington, DC 20036	None	\$0.00
117	We Work Management LLC	Subscription Agreement	Docker, Inc.	3790 El Camino Real, #1052, Palo Alto, CA 94306, UNITED STATES	None	\$0.00
118	Common Desk Operations LLC	Purchase and Sale Agreement	Docusign, Inc.	221 Main St, Suite 1000, San Francisco, CA 94105, UNITED STATES	None	\$0.00
119	We Work Management LLC	Purchase and Sale Agreement	Docusign, Inc.	221 Main St, Suite 1000, San Francisco, CA 94105, UNITED STATES	None	\$0.00
120	WW BuildCo LLC	Construction Agreement	DPR Construction	1450 Veterans Blvd, Redwood City, CA 94063, UNITED STATES	None	\$0.00
121	We Work Management LLC	Business Responsibility Agreement	Dropbox Inc	Attn: Legal Department, P.O. Box 77767, San Francisco, CA 94107, UNITED STATES	None	\$0.00
122	WeWork Canada GP ULC	Master Service Agreement	East Van Vinyl	34 East 6th Avenue, Vancouver, BC V5T 1J4, CANADA	None	\$6,749.03
123	We Work Management LLC	Services Agreement	Edicom Corp	One Whitehall Street, 14th Floor, New York, NY 10004, UNITED STATES	None	\$0.00
124	We Work Management LLC	Product and Service Agreement	Edicom Corp	One Whitehall Street, 14th Floor, New York, NY 10004, UNITED STATES	None	\$0.00
125	We Work Management LLC	Master Service Agreement	Empire Office, Inc.	Attn: Jocelyn Corrigan, Executive VP, 105 Madison Avenue, 15th Floor, New York, NY 10016, UNITED STATES	None	\$4,472.77
126	We Work Management LLC	Temporary Staffing Services Agreement	Encore Nationwide, INC.	2447 Pacific Coast Highway, 2nd Floor, Suite 261, Hermosa Beach, CA, 90254	None	\$0.00
127	Common Desk Operations LLC	Unexpired Lease	Energy Square Meadows TRS I, LLC	GlenStar Texas Asset Management, Attn: Property Manager, 6688 N. Central Expressway, Suite 350, Dallas, TX 75206	None	\$0.00
128	We Work Management LLC	Software Lease/License Agreement	Engie Insight Services Inc.	1313 N. Atlantic Street, Suite 5000, Spokane, WA 99201, UNITED STATES	None	\$0.00

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129	We Work Management LLC	Services Agreement	Engie Insight Services Inc.	1313 N. Atlantic Street, Suite 5000, Spokane, CA 99201, UNITED STATES	None	\$0.00
130	We Work Management LLC	Sales Agreement and Outstanding Orders	ENGIE Resources LLC	1360 Post Oak Blvd., Suite 400, Houston, TX 77056, UNITED STATES	None	\$0.00
131	WeWork Companies U.S. LLC	Consulting Agreement	Enzigma LLC	1201 N Orange St, Suite 7403, Wilmington, DE 19801, UNITED STATES	None	\$37,732.50
132	We Work Management LLC	Statement of Work	Enzigma LLC	1201 N Orange St, Suite 7403, Wilmington, DE 19801, UNITED STATES	None	\$0.00
133	We Work Management LLC	Consulting Agreement	Enzigma LLC	1201 N Orange St, Suite 7403, Wilmington, DE 19801, UNITED STATES	None	\$0.00
134	We Work Management LLC	Consulting Agreement	Eriksen Translations Inc	50 Court Street, Suite 700, Brooklyn, NY 11201, UNITED STATES	None	\$9,455.27
135	WeWork Companies U.S. LLC	Consulting Agreement	Ernst & Young LLP	5 Times Square, 14th Floor, New York, NY 10036, UNITED STATES	None	\$0.00
136	We Work Management LLC	Services Agreement	EVIDENT ID	2810 N CHURCH ST, STE 95997, WILMINGTON, DE 19802, UNITED STATES	None	\$1,346.40
137	We Work Management LLC	Statement of Work	Exiger Canada, Inc.	1095 Avenue of the Americas, New York, NY 10036, UNITED STATES	None	\$13,625.00
138	We Work Management LLC	Services Agreement	Exiger Canada, Inc.	ATTN: Ron Collins, COO and CFO, 1095 Avenue of the Americas, New York, NY 10036, UNITED STATES	None	\$0.00
139	We Work Management LLC	Master Service Agreement	expoIT LLC	Attn: Katerina Kubec, Director of Sales/Service, 22 Manchester Road, Unit 7, Derry, NH 03038, UNITED STATES	None	\$21,961.50
140	We Work Management LLC	Order Form	Fastly, Inc.	P.O. Box 78266 San Francisco, CA 94107	None	\$7,443.34
141	We Work Management LLC	Service Agreement	Fidelity Workplace Services LLC	245 Summer St Boston, MA, 02210-1133, United States	None	\$0.00
142	We Work Management LLC	Purchase and Sale Agreement	Figma, Inc.	760 Market St, Floor 10, San Francisco, CA 94102, UNITED STATES	None	\$0.00
143	We Work Management LLC	Life Insurance Policy	First Unum Life Insurance Company	1225 Franklin Avenue Suite 250, Garden City, NY 11530	None	\$0.00
144	We Work Management LLC	Purchase and Sale Agreement	FiveTran, Inc.	405 14th Street, Suite 1100, Oakland, CA 94612, UNITED STATES	None	\$0.00
145	We Work Management LLC	Software Lease/License Agreement	Fivetran, Inc.	405 14th Street, Oakland, CA 94612, UNITED STATES	None	\$0.00
146	We Work Management LLC	Services Agreement	Fivetran, Inc.	405 14th Street, Suite 1050, Oakland, CA 94612, UNITED STATES	None	\$0.00
147	WeWork Services LLC	Referral Agreement	Formagrid, Inc (DBA Airtable)	ATTN: Andrew Ofstad, 49 Powell St, Floor 2, San Francisco, CA 94102, UNITED STATES	None	\$0.00
148	1400 Lavaca Street Tenant LLC	Rental Agreement	Formagrid, Inc (DBA Airtable)	ATTN: Andrew Ofstad, 49 Powell St, Floor 2, San Francisco, CA 94102, UNITED STATES	None	\$0.00
149	WeWork Companies U.S. LLC	Master Service Agreement	Formstack, LLC	Attn: VP of Finance, 11671 Lantern Rd., Suite 300, Fishers, IN 46038, UNITED STATES	None	\$382.47
150	We Work Management LLC	Master Service Agreement	Formstack, LLC	Attn: VP of Finance, 11671 Lantern Rd., Suite 300, Fishers, IN 46038, UNITED STATES	None	\$0.00
151	We Work Management LLC	Services Agreement	Frame.io	22 Cortland St, Floor 31, New York, NY 10007, UNITED STATES	None	\$0.00
152	We Work Management LLC	Services Agreement	GIAC Systems, LLC	P. O. BOX 411162, BOSTON, MA 02241, UNITED STATES	None	\$28,079.00
153	WW BuildCo LLC	Services Agreement	Gilbane Building Company	7 Jackson Walkway, Providence, RI 02903, UNITED STATES	None	\$0.00
154	We Work Management LLC	Purchase Order Letter	Glimmer Technologies Inc.	1412 Broadway, 21st Floor, New York, NY 10018	None	\$0.00
155	Common Desk Operations LLC	Unexpired Lease	GPV Shared Office LLC	Attn: Managing Director, 5601 Granite Parkway, Suite 800, Plano, TX 75024	None	\$0.00
156	Common Desk Operations LLC	Unexpired Lease	GPV SharedOffice, LLC	Attn: Director of Finance, 5601 Granite Parkway, Suite 800, Plano, TX 75024	None	\$0.00
157	We Work Management LLC	Master Service Agreement	Granite Telecommunications LLC	100 Newport Avenue Ext., Quincy, MA 02171, UNITED STATES	None	\$0.00
158	We Work Management LLC	Master Service Agreement	Green 2 Green Corp (DBA Plant Shed New York Flowers)	Attn: Antonio Roche, Executive Director of Sales, 723 Amsterdam Ave, New York, NY 10025, UNITED STATES	None	\$31,975.74
159	We Work Management LLC	Order Form	Greenhouse Software, Inc	18 W 18th Street, 11th Floor, New York, NY 10011	None	\$36,182.89
160	We Work Management LLC	Statement of Work	Greenhouse Software, Inc	18 W 18th Street, 11th Floor, New York, NY 10011	None	\$0.00
161	Common Desk Operations LLC	Unexpired Lease	GTT Commons LP	C/O David Kahn, 804 Congress Ave., Suite 300, Austin, TX 78701	None	\$0.00
162	We Work Management LLC	Software Lease/License Agreement	Herrmann International, Inc.	PO BOX 389, FOREST CITY, NC 28043, UNITED STATES	None	\$0.00
163	We Work Management LLC	Master Service Agreement	Hill Mechanical Services	Attn: Jared Schreiber, Junior Account Executive, 11405 Gage Avenue, Franklin Park, IL 61031, UNITED STATES	None	\$0.00
164	We Work Management LLC	Services Agreement	HireRight LLC	ATTN: Legal Department, 5151 California Avenue, Irvine, CA 92617, UNITED STATES	None	\$6,487.49
165	We Work Management LLC	Software Lease/License Agreement	Hoxhunt Oy	PORKKALANKATU 3, UUSIMAA, HELSINKI, FINLAND	None	\$0.00
166	We Work Management LLC	Sponsorship Agreement	HP Inc.	1501 Page Mill Road, Palo Alto, CA 94304, UNITED STATES	Reduced volume and price	\$22,338.76
167	We Work Management LLC	Master Service Agreement	HP Inc.	Attn: General Counsel, 1501 Page Mill Road, Palo Alto, CA 94304, UNITED STATES	Reduced volume and price	\$0.00
168	We Work Management LLC	Service Agreement	InfoArmor Inc. (DBA Allstate Identity Protection)	7001 N. Scottsdale Road, Suite 2020, Scottsdale, AZ 85253	None	\$0.00
169	We Work Management LLC	Consulting Agreement	Innova Solutions, Inc.	4633 Old Ironsides Drive, Suite 320, Santa Clara, CA 95054, UNITED STATES	None	\$42,068.40
170	WW BuildCo LLC	Services Agreement	Integrity Networks, Inc.	2220 Lind Ave SW, Suite 106, Renton, WA 98057, UNITED STATES	None	\$10,357.96
171	We Work Management LLC	Statement of Work	InterWorks Inc	1425 S Sangre Road, Stillwater, OK 74074, UNITED STATES	None	\$249.88

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172	We Work Management LLC	Master Service Agreement	InterWorks Inc	1425 S Sangre Road, Stillwater, OK 74074, UNITED STATES	None	\$0.00
173	Common Desk Operations LLC	Unexpired Lease	ION Houston LLC	Attn: Kurt D. Nondorf, Jackson Walker LLP, 1401 McKinney Suite 1900, Houston, TX 77010	None	\$0.00
174	WeWork Companies U.S. LLC	Master Service Agreement	Iron Mountain, Inc. (DBA Iron Mountain Data Centers LLC)	3003 Woodbridge Avenue, Edison, NJ 08837, UNITED STATES	None	\$2,714.22
175	We Work Management LLC	Master Service Agreement	Iron Mountain, Inc. (DBA Iron Mountain Data Centers LLC)	3003 Woodbridge Avenue, Edison, NJ 08837, UNITED STATES	None	\$0.00
176	We Work Management LLC	Services Agreement	Jellyfish US Limited	250 South President St, Suite 10, Baltimore, MD 21202, UNITED STATES	None	\$16,145.23
177	We Work Management LLC	Pricing Agreement	JetBrains Americas Inc.	989 East Hillsdale Blvd, Suite 200, Foster City, CA 94404, UNITED STATES	None	\$0.00
178	WeWork Companies U.S. LLC	Master Service Agreement	JPMorgan Chase Bank, N.A.	ATTN: Legal Department, 14221 Dallas Parkway, Dallas, TX 75254, UNITED STATES	None	\$0.00
179	We Work Management LLC	Purchase and Sale Agreement	Kaltura, Inc.	860 Broadway, 3rd Floor, New York, NY 10003, UNITED STATES	None	\$0.00
180	We Work Management LLC	Consulting Agreement	KBA Lease Services, Inc.	1000 U.S. Highway 9, Woodbridge, NJ 07095, UNITED STATES	None	\$0.00
181	We Work Management LLC	Master Service Agreement	Labor Law Compliance Center, LLC	Attn: Donny Butts, Customer Service Director, 23855 Gosling Road, Spring, TX 77389, UNITED STATES	None	\$0.00
182	WeWork Companies U.S. LLC	Consulting Agreement	Language Line Services, Inc. (DBA LanguageLine Solutions)	P.O. BOX 202564, Dallas, TX 75320-2564, UNITED STATES	None	\$1,572.12
183	We Work Management LLC	Consulting Agreement	Language Line Services, Inc. (DBA LanguageLine Solutions)	P.O. BOX 202564, Dallas, TX 75320-2564, UNITED STATES	None	\$0.00
184	WeWork Companies U.S. LLC	Staffing Agreement	LaSalle Staffing, Inc. dba LaSalle Network, Inc.	200 N LaSalle, Suite 2500, Chicago, IL 60601, UNITED STATES	None	\$0.00
185	We Work Management LLC	Staffing Agreement	LaSalle Staffing, Inc. dba LaSalle Network, Inc.	200 N LaSalle, Suite 2500, Chicago, IL 60601, UNITED STATES	None	\$0.00
186	We Work Management LLC	Software Lease/License Agreement	Leandata, Inc	1175 Sonora Ct, Sunnyvale, CA 94087, UNITED STATES	None	\$0.00
187	WeWork Companies U.S. LLC	Engagement Letter	Leason Ellis LLP	1 Barker Avenue, White Plains, NY 10601	None	\$1,109.00
188	We Work Management LLC	Order Form	LinkedIn Corporation	1000 West Maude, Sunnyvale, CA 94085, UNITED STATES	None	\$0.00
189	We Work Management LLC	License Agreement	Litmus Software, Inc.	675 Massachusetts Ave, 10 Floor, Cambridge, MA 02139, UNITED STATES	None	\$0.00
190	We Work Management LLC	Master Service Agreement	LiveRamp, Inc.	225 Bush Street, 17th FL, San Francisco, CA 94104, UNITED STATES	None	\$6,369.19
191	We Work Management LLC	Knowledge Services Agreement and Statement of Work	LRN Corporation	41 Madison Avenue, 30th Floor, New York, NY 10010	None	\$0.00
192	We Work Management LLC	Pricing Agreement	Lucid Software Inc.	Attn: Jordan Bauer, 10355 S Jordan Gateway, Suite 300, South Jordan, UT 84095, UNITED STATES	None	\$0.00
193	We Work Management LLC	Consulting Agreement	Lumi Consulting Group, Inc.	3549 North University Ave, STE 325, Provo, UT 84604, UNITED STATES	None	\$86,328.00
194	We Work Management LLC	Services Rider (Start Date of 5/1/24)	Mapbox, Inc.	1133 15th St NW, Suite 825, Washington DC, 20005	Contract term	\$0.00
195	We Work Management LLC	Master Service Agreement	MarkMonitor Inc	50 CALIFORNIA ST, SUITE 200, San Francisco, CA 92111, UNITED STATES	None	\$3,173.00
196	We Work Management LLC	Master Client Service Agreement	Marsh USA Inc.	1166 Avenue of the Americas New York, NY 10036 United States	None	\$0.00
197	We Work Management LLC	Services Agreement	Matterport, Inc.	352 E Java Dr, Sunnyvale, CA 94089, UNITED STATES	None	\$0.00
198	WW BuildCo LLC	Master Service Agreement	Maxus Group, Inc	346 Seventh Avenue, Suite 401, New York, NY 10001, UNITED STATES	None	\$126,938.95
199	We Work Management LLC	Consulting Agreement	Megaport	6790 Embarcadero Ln, #100, Carlsbad, CA 92011, UNITED STATES	None	\$6,176.44
200	We Work Management LLC	Statement of Work	Mercer Health and Benefits LLC	1166 Avenue of the Americas, New York, NY 10036, UNITED STATES	None	\$0.00
201	We Work Management LLC	License Agreement	Mersive Technologies, Inc.	ATTN: Chief Executive Officer, 2399 Blake Street, Suite 150, Denver, CO 80205, UNITED STATES	None	\$0.00
202	We Work Management LLC	Pricing Agreement	Mersive Technologies, Inc.	ATTN: Rick Emery, 2399 Blake Street, Suite 160, Denver, CO 80205, UNITED STATES	None	\$0.00
203	We Work Management LLC	Enterprise Agreement	Microsoft Corporation	One Microsoft Way, Redmond, WA 98052, UNITED STATES	Reduced volume	\$0.00
204	We Work Management LLC	Partnership/JV Agreements	Microsoft Corporation	One Microsoft Way, Redmond, WA 98052, UNITED STATES	Reduced volume	\$0.00
205	We Work Management LLC	Enterprise Enrollment Agreement	Microsoft Corporation	One Microsoft Way, Redmond, WA 98052, UNITED STATES	Reduced volume	\$0.00
206	We Work Management LLC	License Agreement	Microsoft Corporation	6800 Sierra Center Parkway, Dept. 551, Volume Licensing, Reno, NV 89511, UNITED STATES	Reduced volume	\$0.00
207	We Work Management LLC	Sponsorship Agreement	Microsoft Corporation	One Microsoft Way, Redmond, WA 98052, UNITED STATES	Reduced volume	\$0.00
208	We Work Management LLC	Services Agreement	Microsol Resources	214 West 29th Street, New York, NY 10001, UNITED STATES	None	\$0.00
209	We Work Management LLC	Services Agreement	Milk Stork, Inc.	2085 E. Bayshore, #50656, Palo Alto, CA 94303, UNITED STATES	None	\$0.00
210	We Work Management LLC	Statement of Work	Milk Stork, Inc.	2085 E. Bayshore, #50656, Palo Alto, CA 94303, UNITED STATES	None	\$0.00
211	WeWork Companies U.S. LLC	Consulting Agreement	MindStream Analytics, LLC	745 Atlantic Avenue, Boston, MA 02111, UNITED STATES	None	\$0.00
212	We Work Management LLC	Consulting Agreement	MindStream Analytics, LLC	745 Atlantic Avenue, Boston, MA 02111, UNITED STATES	None	\$0.00
213	We Work Management LLC	Master Service Agreement	MindStream Analytics, LLC	1021 E Lincolnway, #264, Cheyenne, WY 82001, UNITED STATES	None	\$0.00
214	We Work Management LLC	Services Agreement	MindTickle, Inc.	ATTN: President, 55 2nd Street, Suite 550, San Francisco, CA 94105, UNITED STATES	None	\$0.00

#	Debtor Legal Entity	Contract to be Assumed ¹	Assumption Counterparty	Counterparty Address	Amendments to Contract	Cure Amount
215	We Work Management LLC	Purchase and Sale Agreement	MindTickle, Inc.	535 Mission St, 14th Floor, San Francisco, CA 94105, UNITED STATES	None	\$0.00
216	We Work Management LLC	Master Service Agreement	Mitratech Holdings, Inc.	5001 Plaza on the Lake, Suite 111, Austin, TX 78746, UNITED STATES	None	\$0.00
217	We Work Management LLC	Software Lease/License Agreement	Mitratech Holdings, Inc.	5001 Plaza on Lake, Austin, TX 78746, UNITED STATES	None	\$0.00
218	We Work Management LLC	Service Agreement and Sales Order	Monday.com Ltd	6 Yitzhak Sadeh St., Tel-Aviv, Israel, 6777506	Contract term	\$8,053.55
219	We Work Management LLC	Master Service Agreement	Moravia IT, LLC	ATTN: Tatiana Cicuto, Program Manager, 222 E Thousand Oaks Blvd, Suite 202, Thousand Oaks, CA 91360	None	\$0.00
220	WeWork Companies U.S. LLC	Statement of Work	Moss Adams LLP	999 Third Avenue, Suite 2800, Seattle, WA 98104, UNITED STATES	None	\$0.00
221	We Work Management LLC	Services Agreement	Moss Adams LLP	999 Third Avenue, Suite 2800, Seattle, WA 98104, UNITED STATES	None	\$0.00
222	WW BuildCo LLC	Consulting Agreement	Murtaza & Khokar Engineering Consultants, PLLC	120 West 31st Street, 7th Floor, New York, NY 10001, UNITED STATES	None	\$11,700.00
223	We Work Management LLC	Purchase and Sale Agreement	Myriad360, LLC	199 Water Street, 34th Floor, New York, NY 10038, UNITED STATES	None	\$85,406.85
224	We Work Management LLC	Software Lease/License Agreement	Myriad360, LLC	199 Water Street, 34th Floor, New York, NY 10038, UNITED STATES	None	\$0.00
225	We Work Management LLC	Data License	Myriad360, LLC	199 Water Street, 34th Floor, New York, NY 10038, UNITED STATES	None	\$0.00
226	WeWork Companies U.S. LLC	Consulting Agreement	NaTakallam LLC	2 Columbus Ave, Apt 24 A, New York, NY 10023, UNITED STATES	None	\$0.00
227	We Work Management LLC	Consulting Agreement	NaTakallam LLC	2 Columbus Ave, Apt 24 A, New York, NY 10023, UNITED STATES	None	\$0.00
228	WW BuildCo LLC	Consulting Agreement	Ncircle Tech Private Limited	Unit 2, Office No. 3, 4th Floor, Building no. IT7, Qubix SZ, Blue Ridge, Hinjewadim Phase 1, Pune, INDIA	None	\$36,437.20
229	We Work Management LLC	Master Service Agreement	NCS Moving Services	1517 63rd St, Emeryville, CA 94608, UNITED STATES	None	\$0.00
230	We Work Management LLC	Services Agreement	Negotiatus Corp.	ATTN: Zach Garippa, 260 W 39th Street, Floor 15, New York, NY 10018, UNITED STATES	None	\$11,716.32
231	We Work Management LLC	Order Form	Negotiatus Corp.	260 W. 39th Street, Floor 15, New York, NY 10018, UNITED STATES	None	\$0.00
232	We Work Management LLC	Master Service Agreement	NetDocuments Software, Inc.	2500 West Executive Parkway, Suite 350, Lehi, UT 84043, UNITED STATES	None	\$12,855.80
233	We Work Management LLC	Master Service Agreement	NetDocuments Software, Inc.	2500 West Executive Parkway, Suite 350, Lehi, UT 84043, UNITED STATES	None	\$0.00
234	WW BuildCo LLC	Master Service Agreement	New York Security Solutions, Inc	162-38 Pidgeon Meadow Road, Flushing, NY 11358, UNITED STATES	None	\$18,740.98
235	We Work Management LLC	Master Service Agreement	New York Security Solutions, Inc	ATTN: Gregory Keeling, 16238 Pidgeon Meadow Road, Flushing, NY 11358, UNITED STATES	None	\$0.00
236	WW BuildCo LLC	Services Order	New York Security Solutions, Inc	162-38 Pidgeon Meadow Road, Flushing, NY 11358, UNITED STATES	None	\$0.00
237	We Work Management LLC	Software Lease/License Agreement	New York Security Solutions, Inc	162-38 Pidgeon Meadow Road, Flushing, NY 11358, UNITED STATES	None	\$0.00
238	We Work Management LLC	Services Order	New York Security Solutions, Inc	Attn: Jill Guerra, 162-38 Pidgeon Meadow Road, Flushing, NY 11358, UNITED STATES	None	\$0.00
239	We Work Management LLC	Consulting Agreement	Nfinity Global Inc.	3312 Rosedale St, Ste 202C, Gig Harbor, WA 98335, UNITED STATES	None	\$198,366.00
240	WeWork Services LLC	Services Agreement	OANDA Business Information and Services Inc.	Attn: Iain McNicoll, Solutions for Business Customer Support, 185 Berry Street, Suite 4700, San Francisco, CA 94107	None	\$0.00
241	We Work Management LLC	Software Lease/License Agreement	OfficeRND	84 ECCLESTON SQUARE, London, UNITED KINGDOM	None	\$2,277.00
242	We Work Management LLC	Subscription Agreement	OKTA, Inc	Attn: Rick Delgado, 100 1st Street, San Francisco, CA 94105, UNITED STATES	None	\$0.00
243	We Work Management LLC	License Agreement	One Clipboard, Inc. (DBA Splash)	233 BROADWAY, 28TH FLOOR, NEW YORK, NY 10279, UNITED STATES	None	\$0.00
244	We Work Management LLC	Statement of Work	One Clipboard, Inc. (DBA Splash)	233 BROADWAY, 28TH FLOOR, NEW YORK, NY 10279, UNITED STATES	None	\$0.00
245	We Work Management LLC	Services Agreement	One Clipboard, Inc. (DBA Splash)	122 W 26th St, New York, NY 10001, UNITED STATES	None	\$0.00
246	We Work Management LLC	Renewal Order Form Q-376620	OneTrust LLC	1200 Abernathy Rd, NE Bldg 600, Atlanta, GA 30328	None	\$0.00
247	We Work Management LLC	Renewal Order Form Q-379136	OneTrust LLC	1200 Abernathy Rd, NE Bldg 600, Atlanta, GA 30328	None	\$0.00
248	We Work Management LLC	Services Agreement	Oomnitza Inc.	ATTN: Amanda Groppetti, 548 Market St, Suite 18912, San Francisco, CA 94104-5401, UNITED STATES	None	\$0.00
249	We Work Management LLC	Purchase and Sale Agreement	Oomnitza Inc.	548 Market St, Suite 18912, San Francisco, CA, CA 94104, UNITED STATES	None	\$0.00
250	WW BuildCo LLC	Master Service Agreement	Operational Technology Integrators	1200 Concord Avenue, Suite 255, Concord, CA 94520, UNITED STATES	None	\$8,718.58
251	We Work Management LLC	Ordering Document	Oracle America, Inc.	500 Oracle Parkway, Redwood Shores, CA 94065	None	\$11,197.56
252	We Work Management LLC	Letter Agreement	Orasi Software, Inc.	ATTN: Zack Okerblad, 114 Townpark Drive, Suite 400, Kennesaw, GA 30144, UNITED STATES	None	\$0.00
253	We Work Management LLC	Purchase and Sale Agreement	Orasi Software, inc.	114 Townpark Drive, Suite 400, Kennesaw, GA 30144, UNITED STATES	None	\$0.00
254	We Work Management LLC	Software Lease/License Agreement	Packages, Inc.	500 7th Avenue, New York, NY 10018, UNITED STATES	None	\$114,912.29
255	We Work Management LLC	Data Processing Agreement	PagerDuty, Inc	600 Townsend St, #200, San Francisco, CA 94103, UNITED STATES	None	\$0.00
256	We Work Management LLC	Master Subscription Agreement	Palantir Technologies Inc.	1555 Blake Street, Suite 250, Denver, Colorado 80202	None	\$0.00
257	We Work Management LLC	Consulting Agreement and Statement of Work	Paradigm Strategy Inc.	3000 El Camino Real, STE 4-200, Palo Alto, CA 94306	None	\$0.00

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258	We Work Management LLC	Subscription Agreement and Outstanding Orders	PitchBook Data Inc.	901 Fifth Avenue, Suite 1200, Seattle, WA 98164, UNITED STATES	None	\$0.00
259	WeWork Inc.	Master Service Agreement	Poppulo Inc	1601 Trapelo Road, Waltham, MA 02451, UNITED STATES	None	\$0.00
260	We Work Management LLC	Master Service Agreement	Poppulo Inc	1601 Trapelo Road, Waltham, MA 02451, UNITED STATES	None	\$0.00
261	We Work Management LLC	Purchase and Sale Agreement	Poppulo Inc	1601 Trapelo Road, Waltham, MA 02451, UNITED STATES	None	\$0.00
262	Common Desk Operations LLC	Unexpired Lease	Post Coworking Tenant, LLC	C/O Lovett Commercial, Attn: Kirby Liu, 1520 Oliver Street, Houston, TX 77007	None	\$0.00
263	We Work Management LLC	Services Agreement	Practising Law Institute	1177 Avenue of the Americas, New York, NY 10036, UNITED STATES	None	\$0.00
264	We Work Management LLC	Subscription Agreement	Precision Computer Services, Inc.	175 Constitution Blvd. S, Shelton, CT 06464, UNITED STATES	None	\$0.00
265	We Work Management LLC	Master Service Agreement	Precision Computer Services, Inc.	175 Constitution Blvd. S, Shelton, CT 06464, UNITED STATES	None	\$0.00
266	We Work Management LLC	Services Agreement	Presidio Networked Solutions Group LLC	Presidio Networked Solutions Group LLC, One Penn Plaza, Suite 2832, New York, NY 10199, UNITED STATES	None	\$472,405.90
267	WW BuildCo LLC	Master Service Agreement	Presidio Networked Solutions Group LLC	Attn: Aaron Lovejoy, Senior Account Executive, 110 Parkway Drive South, Hauppauge, NY 11788, UNITED STATES	None	\$0.00
268	We Work Management LLC	Software Lease/License Agreement	Procore Technologies, Inc.	6309 Carpinteria Avenue, Carpinteria, CA 93013, UNITED STATES	None	\$0.00
269	We Work Management LLC	Purchase and Sale Agreement	Procore Technologies, Inc.	6309 Carpinteria Avenue, Carpinteria, CA 93013, UNITED STATES	None	\$0.00
270	WeWork Companies U.S. LLC	Purchase and Sale Agreement	PSPIB Longhorns REIT LLC, et. al.	PSP Investments, 1250 Boulevard René-Levesque West, Suite 1400, Montreal, Quebec H3B 5E9 Canada	None	\$0.00
271	We Work Management LLC	Master Service Agreement	Rauch-Milliken International, Inc.	ATTN: Van A. Meador Jr, Director of Operations, 4400 Trenton St #A, Metairie, LA 70006, UNITED STATES	None	\$8,443.50
272	WeWork Canada GP ULC	Services Agreement	Redpath Relocations Inc	#101, 7 Burbridge St, Coquitlam, BC V3K7B2, CANADA	None	\$21,530.96
273	We Work Management LLC	Data Processing Agreement	Relx Inc (Dbx Lexisnexis)	1801 Varsity Drive, Raleigh, NC 27606, UNITED STATES	None	\$0.00
274	We Work Management LLC	Pricing Agreement	Relx Inc (Dbx Lexisnexis)	1801 Varsity Drive, Raleigh, NC 27606, UNITED STATES	None	\$0.00
275	We Work Management LLC	Services Agreement	Restaurant Associates, Inc.	Attn: Dick Cattani, CEO Premier Catering Division, 132 West 31st Street, 6th Floor, New York, NY 10001, UNITED STATES	None	\$6,965.47
276	WW BuildCo LLC	Consulting Agreement	Rizzo Group	1333 Broadway, Suite 500, New York, NY 10018, UNITED STATES	None	\$0.00
277	We Work Management LLC	Staffing Agreement	Robert Half Management Resources	125 Park Avenue, 4th Floor, New York, NY 10017, UNITED STATES	None	\$0.00
278	We Work Management LLC	Services Agreement	Rollbar, Inc.	665 3rd Street, #150, San Francisco, CA 94107, UNITED STATES	None	\$0.00
279	We Work Management LLC	Staffing Agreement	ROUTERATI INC.	500 7th Ave, 8th Floor, New York, NY 10018, UNITED STATES	None	\$0.00
280	We Work Management LLC	Consulting Agreement	RSM US LLP	One South Wacker Drive, Suite 800, Chicago, IL 60606, UNITED STATES	None	\$0.00
281	We Work Management LLC	BetterCloud Ordering Document	Sada Systems, Inc.	5250 Lankershim Blvd, Suite 620, North Hollywood, CA 91601, UNITED STATES	None	\$14,946.06
282	We Work Management LLC	Chrome Ordering Document	Sada Systems, Inc.	5250 Lankershim Blvd., Suite 620, North Hollywood, CA 91601, UNITED STATES	None	\$0.00
283	We Work Management LLC	Google Workspace Ordering Document	Sada Systems, Inc.	5250 Lankershim Blvd., Suite 720, North Hollywood, CA 91601, UNITED STATES	None	\$0.00
284	We Work Management LLC	Master Service Agreement	SADA Systems, Inc.	5250 Lankershim Blvd., Suite 620, North Hollywood, CA 91601, UNITED STATES	None	\$0.00
285	WW Onsite Services LLC	Network Monitoring & Support Order	Salesforce.Com, Inc.	Salesforce Tower, 415 Mission Street, 3rd FL, San Francisco, CA 94105, UNITED STATES	None	\$0.00
286	We Work Management LLC	Order Form for Tableau Cloud	Salesforce.Com, Inc.	Salesforce Tower, 415 Mission Street, 3rd FL, San Francisco, CA 94105, UNITED STATES	Revised scope and payment terms	\$0.00
287	We Work Management LLC	Professional Services Agreement	Salesforce.Com, Inc.	Salesforce Tower, 415 Mission Street, 3rd FL, San Francisco, CA 94105, UNITED STATES	None	\$0.00
288	We Work Management LLC	Co-Marketing Agreement	Salesforce.Com, Inc.	Salesforce Tower, 415 Mission Street, 3rd FL, San Francisco, CA 94105, UNITED STATES	None	\$0.00
289	We Work Management LLC	Order Form Q-08568461	Salesforce.Com, Inc.	Salesforce Tower, 415 Mission Street, 3rd FL, San Francisco, CA 94105, UNITED STATES	Revised scope and payment terms	\$0.00
290	We Work Management LLC	Sponsorship Agreement	Salesforce.Com, Inc.	Salesforce Tower, 415 Mission Street, 3rd FL, San Francisco, CA 94105, UNITED STATES	None	\$0.00
291	We Work Management LLC	Software Lease/License Agreement	Salesloft, Inc.	Attn: Kyle Porter, CEO, 1180 Peachtree Street NW, Suite 600, Atlanta, GA 30309, UNITED STATES	None	\$0.00
292	We Work Management LLC	Subscription Agreement	Salesloft, Inc.	Attn: Kyle Porter, CEO, 1180 Peachtree Street NW, Suite 600, Atlanta, GA 30309, UNITED STATES	None	\$0.00
293	We Work Management LLC	Master Service Agreement	Sam Tell and Son Inc	ATTN: Marc Tell, CEO, 300 Smith Street, Farming Dale, NY 11735, UNITED STATES	None	\$0.00
294	We Work Management LLC	Subscription Agreement	Segment.io, Inc.	101 15th Street, San Francisco, CA 94103, UNITED STATES	None	\$0.00
295	WeWork Services LLC	Referral Agreement	SendGrid, Inc	ATTN: Jennifer Litroja, 1801 California Street, Suite 500, Denver, CO 80202, UNITED STATES	None	\$0.00
296	Common Desk Operations LLC	Services Agreement	SERVICE FIRST CLEANING LLC	1408 N. Riverfront Blvd, Suite 207, Dallas, TX 75207, UNITED STATES	None	\$611.61
297	WW BuildCo LLC	Construction Agreement	SERVPRO of North West Manhattan-Disaster Recovery Team	112 Mott Street, Oceanside, NY 11572, UNITED STATES	None	\$89,316.01
298	WW BuildCo LLC	Master Service Agreement	SHI International Corp	ATTN: Jaci Brennan, 290 Davidson Ave, Somerset, NJ 08873, UNITED STATES	None	\$0.00
299	WeWork Companies U.S. LLC	Purchase and Sale Agreement	Signal Media Intelligence Inc.	1209 Orange Street, New Castle County, Wilmington, DE 19801, UNITED STATES	None	\$0.00
300	We Work Management LLC	Subscription Agreement	Simon Data Inc	821 Broadway, New York, NY 10003, UNITED STATES	None	\$0.00

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301	We Work Management LLC	Software Lease/License Agreement	Simon Data Inc	821 Broadway, Suite 400, New York, NY 10003, UNITED STATES	None	\$0.00
302	We Work Management LLC	Software Lease/License Agreement	SimpleLegal, Inc.	144 S WHISMAN RD, SUITE #F, MOUNTAIN VIEW, CA 94041, UNITED STATES	None	\$17,858.00
303	We Work Management LLC	Order Form	SimpleLegal, Inc.	144 S WHISMAN RD, SUITE #F, MOUNTAIN VIEW, CA 94041, UNITED STATES	None	\$0.00
304	WeWork Companies U.S. LLC	Engagement Letter	Simpson Thacher & Bartlett LLP	425 Lexington Avenue, New York, NY 10017	None	\$17,537.50
305	WeWork Companies U.S. LLC	Engagement Letter	Smart & Biggar LP	55 Metcalfe Street, Suite 1000, Ottawa ON, K1P 6L5 Canada	None	\$514.41
306	We Work Management LLC	Software Subscription Agreement	Smartling Inc	1375 Broadway, 14th Floor, New York, NY 10018, UNITED STATES	Revised pricing and payment terms	\$0.00
307	We Work Management LLC	Service Schedule Agreement	Smartling Inc	1375 Broadway, 14th Floor, New York, NY 10018, UNITED STATES	Revised pricing and payment terms	\$0.00
308	We Work Management LLC	Software Lease/License Agreement	Snowflake Inc.	P.O. BOX 734951, DALLAS, TX 75373-4951, UNITED STATES	None	\$49,529.20
309	We Work Management LLC	Subscription Agreement	SocialSign.in, Inc	248 Route 25A, Suite 24, East Setauket, NY 11733, UNITED STATES	None	\$357.93
310	We Work Management LLC	Master Service Agreement	SocialSign.in, Inc	248 Route 25A, Suite 24, East Setauket, NY 11733, UNITED STATES	None	\$0.00
311	We Work Management LLC	Assignment and Assumption	SoftServe, Inc.	12800 University Drive, Suite 410, Fort Myers, FL 33907, UNITED STATES	None	\$199,346.73
312	We Work Management LLC	Purchase and Sale Agreement	Specialty Lighting Group, LLC	74 PICKERING STREET, PORTLAND, CT 06480, UNITED STATES	None	\$0.00
313	WW BuildCo LLC	Master Service Agreement	Spectrum Technologies, a Division of J&M Brown Company Inc	ATTN: Terry Kilduff, 267 Amory St, Jamaica Plain, MA 02130, UNITED STATES	None	\$0.00
314	We Work Management LLC	Purchase and Sale Agreement	Sprout Social, Inc.	131 S. Dearborn St., Suite 700, Chicago, IL 60603, UNITED STATES	None	\$0.00
315	We Work Management LLC	Software Lease/License Agreement	Sprout Social, Inc.	131 S. Dearborn St., Suite 700, Chicago, IL 60603, UNITED STATES	None	\$0.00
316	WeWork Companies U.S. LLC	Staffing Agreement	Staffed Inc.	379 West Broadway, 4th Floor, New York, NY 10012, UNITED STATES	None	\$0.00
317	We Work Management LLC	Services Agreement	Staples, Inc. (DBA Staples Contract & Commercial LLC)	500 Staples Drive, Farmingham, MA 01702, UNITED STATES	None	\$0.00
318	We Work Management LLC	Master Service Agreement	Staples, Inc. (DBA Staples Contract & Commercial LLC)	500 Staples Drive, Farmingham, MA 01702, UNITED STATES	None	\$0.00
319	We Work Management LLC	Product and Service Agreement	Staples, Inc. (DBA Staples Contract & Commercial LLC)	500 Staples Drive, Farmingham, MA 01702, UNITED STATES	None	\$0.00
320	We Work Management LLC	Services Agreement	Stormloop Technologies LLC	507 Green Hill, Berwyn, PA 19312, UNITED STATES	None	\$0.00
321	We Work Management LLC	Services Agreement	Stripe Payments Australia Pty Ltd.	Level 7, 222 Exhibition Street, Melbourne, VIC, AUSTRALIA	None	\$0.00
322	We Work Management LLC	Services Agreement	Stripe Payments Canada Ltd.	1200 Waterfront Centre, 200 Burrad Street, Vancouver, BC 7X 1T2, CANADA	None	\$0.00
323	We Work Management LLC	Services Agreement	Stripe Payments Singapore Pte. Ltd.	8 Marina Boulevard, Singapore, SINGAPORE	None	\$0.00
324	We Work Management LLC	Services Agreement	Stripe, Inc.	510 Townsend Street, San Francisco, CA 94103, UNITED STATES	None	\$0.00
325	We Work Management LLC	Consulting Agreement	Studio Rodrigo LLC	573 Sackett Street, Brooklyn, NY 11217, UNITED STATES	None	\$0.00
326	WeWork Companies U.S. LLC	Master Service Agreement	Symphony Talent, LLC	19 West 34th Street, Suite 1000, New York, NY 10001, UNITED STATES	None	\$0.00
327	We Work Management LLC	Master Service Agreement	Symphony Talent, LLC	19 West 34th Street, Suite 1000, New York, NY 10001, UNITED STATES	None	\$0.00
328	We Work Management LLC	Statement of Work	Symphony Talent, LLC	19 West 34th Street, Suite 1000, New York, NY 10001, UNITED STATES	None	\$0.00
329	WW BuildCo LLC	Consulting Agreement	Syska Hennessy Group Inc	1515 Broadway, New York, NY 10036, UNITED STATES	None	\$0.00
330	TBD (Common Desk)	Unexpired Lease	TBD	TBD	None	\$0.00
331	WeWork Companies U.S. LLC	Consulting Agreement	Tevora Business Solutions, Inc.	One Spectrum Pointe Drive, Suite 200, Lake Forest, CA 92630, UNITED STATES	None	\$24,174.64
332	We Work Management LLC	Consulting Agreement	Tevora Business Solutions, Inc.	One Spectrum Pointe Drive, Suite 200, Lake Forest, CA 92630, UNITED STATES	None	\$0.00
333	WeWork Canada GP ULC	Pricing Agreement	The Equitable Life Insurance Company of Canada	One Westmount Road North, P.O. Box 1603 Stn, Waterloo, ON N2J 4C7, CANADA	None	\$0.00
334	WeWork Canada GP ULC	Insurance Policies	The Equitable Life Insurance Company of Canada	One Westmount Road North, P.O. Box 1603, Stn. Waterloo, Waterloo, ON N2J 4C7, CANADA	None	\$0.00
335	We Work Management LLC	Insurance Policies	The Equitable Life Insurance Company of Canada	One Westmount Road North, P.O. Box 1603, Stn. Waterloo, Waterloo, ON N2J 4C7, CANADA	None	\$0.00
336	We Work Management LLC	Services Agreement	The Printing House Limited	1403 Bathurst Street, Toronto, ON M5R 3H8, CANADA	None	\$39.07
337	We Work Management LLC	Order Form for West Proflex	Thomson Reuters (DBA West Publishing Corporation)	610 Opperman Drive, P.O. BOX 64833, St. Paul, MN 55164, UNITED STATES	None	\$0.00
338	We Work Management LLC	Services Agreement	Thomson Reuters (DBA West Publishing Corporation)	610 Opperman Drive, P.O. BOX 64833, St. Paul, MN 55164, UNITED STATES	None	\$0.00
339	TBD (Common Desk)	Unexpired Lease	TPP EPA, LLC	c/o Entrada Development, LLC, 11075 Santa Monica Blvd., Suite 250, Los Angeles, California 90025, Attn: Reuben Berman	None	\$0.00
340	We Work Management LLC	Software Lease/License Agreement	TRACER LABS, INC.	10 Hudson Yards, 25th Floor, New York, NY 10001, UNITED STATES	None	\$4,166.53
341	We Work Management LLC	Consulting Agreement	Traxion Group, Inc	1826 N Lincoln Park, West Suite 1, Chicago, IL 60614, UNITED STATES	None	\$12,000.00
342	We Work Management LLC	License Agreement	Trimble Inc (DBA SketchUp)	935 Stewart Drive, Sunnyvale, CA 94085, UNITED STATES	None	\$0.00
343	We Work Management LLC	Services Agreement	TripActions Inc (DBA Navan)	490 Sherman Ave, Palo Alto, CA 94306, UNITED STATES	None	\$0.00

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344	We Work Management LLC	Purchase and Sale Agreement	Tripleseat Software LLC	300 Baker Ave, Concord, MA 07120, UNITED STATES	None	\$107.38
345	We Work Management LLC	Software Lease/License Agreement	Tripleseat Software LLC	300 Baker Ave, Concord, MA 07120, UNITED STATES	None	\$0.00
346	WW BuildCo LLC	Construction Agreement	Turner Construction Company	875 Hudson Street, New York, NY 10014, UNITED STATES	None	\$0.00
347	We Work Management LLC	Order Form (Sendgrid)	Twilio Inc.	101 Spear Street, 1st Floor, San Francisco, CA, 94105	None	\$0.00
348	We Work Management LLC	Order Form (Segment)	Twilio Inc.	101 Spear Street, 1st Floor, San Francisco, CA, 94105	None	\$0.00
349	We Work Management LLC	Software Lease/License Agreement	UiPath, Inc	90th Park Ave, 20th Floor, New York, NY 10016, UNITED STATES	None	\$0.00
350	We Work Management LLC	Master Service Agreement and Outstanding Orders	Unbabel Inc	345 California Street, Suite 600 & 700, San Francisco, CA 94104, UNITED STATES	None	\$0.00
351	We Work Management LLC	Software Lease/License Agreement	Unbabel Inc	399 Fremont Street, San Francisco, CA 94105, UNITED STATES	None	\$0.00
352	We Work Management LLC	Contractor Agreement	Unity Building Services, Inc.	379 Fifth Avenue, 2nd Floor, New York, NY 10016, UNITED STATES	None	\$200,000.00
353	We Work Management LLC	Services Agreement	Universal Smart Cards Inc	4445 Eastgate Mall, Suite 200, San Diego, CA 92121, UNITED STATES	None	\$11,831.65
354	We Work Management LLC	Leave Administration Agreement	Unum Group	Attn: Absence Management Center, 1 Fountain Square, Chattanooga, Tennessee 37402, United States	None	\$0.00
355	We Work Management LLC	Data Processing Agreement	Upflex, Inc.	833 Broadway, 2nd Floor, New York, NY 10003, UNITED STATES	None	\$65,823.00
356	We Work Management LLC	Services Agreement	Upflex, Inc.	833 Broadway, 2nd Floor, New York, NY 10003, UNITED STATES	None	\$0.00
357	We Work Management LLC	Subscription Agreement	Urban Airship, Inc (DBA Airship)	1225 West burnside St., Suit 401, Portland, OR 97209, UNITED STATES	None	\$10,618.70
358	WeWork Canada GP ULC	Construction Agreement	Urban Outline Building Group Ltd.	2 Bloor Street East, Suite 3500, Toronto, ON M4W 1A8, CANADA	None	\$64,328.00
359	We Work Management LLC	Software Lease/License Agreement	Valimail, Inc.	1942 Broadway, Ste 314C, Boulder, CO 80302, UNITED STATES	None	\$0.00
360	We Work Management LLC	Subscription Agreement	VANTA INC	369 Hayes St., San Francisco, CA 94102, UNITED STATES	None	\$0.00
361	We Work Management LLC	Network Transfer Agreement	VaynerMedia, LLC	10 HUDSON YARDS, 25TH FLOOR, NEW YORK, NY 10001, UNITED STATES	None	\$14,366.73
362	WeWork Companies U.S. LLC	Consulting Agreement	VaynerMedia, LLC	10 HUDSON YARDS, 25TH FLOOR, NEW YORK, NY 10001, UNITED STATES	None	\$0.00
363	We Work Management LLC	Consulting Agreement	VaynerMedia, LLC	10 HUDSON YARDS, 25TH FLOOR, NEW YORK, NY 10001, UNITED STATES	None	\$0.00
364	WeWork Companies U.S. LLC	Data Protection Agreement	Vertis.ai Inc	18911 CYRIL PL, SARATOGA, CA 95070-3503, UNITED STATES	None	\$0.00
365	We Work Management LLC	License Agreement	Vertis.ai Inc	18911 CYRIL PL, SARATOGA, CA 95070-3503, UNITED STATES	None	\$0.00
366	We Work Management LLC	Data Protection Agreement	Vertis.ai Inc	18911 CYRIL PL, SARATOGA, CA 95070-3503, UNITED STATES	None	\$0.00
367	We Work Management LLC	Subscription Agreement	VIRTRU CORPORATION	1808 Florida Avenue N.W., Washington, DC 20009, UNITED STATES	None	\$0.00
368	We Work Management LLC	Software Lease/License Agreement	VIRTRU CORPORATION	1801 Pennsylvania Ave NW, 5th Floor, Washington, DC 20006, UNITED STATES	None	\$0.00
369	WeWork Companies U.S. LLC	Consulting Agreement	VoconDesign Inc.	3142 Prospect Avenue E., Cleveland, OH 44115, UNITED STATES	None	\$0.00
370	WW BuildCo LLC	Consulting Agreement	VoconDesign Inc.	3142 Prospect Avenue E., Cleveland, OH 44115, UNITED STATES	None	\$0.00
371	WW BuildCo LLC	Services Agreement	Wachter Inc	16001 W 99th St, Lenexa, KS 66219, UNITED STATES	None	\$11,081.10
372	WeWork Companies U.S. LLC	Purchase and Sale Agreement	Waller Creek Holdings LP, et. al.	Ivanhoe Holdings U.S. Inc., 1001, Square Victoria, C-500, Montréal, Québec, Canada, H2Z 2B5	None	\$0.00
373	We Work Management LLC	Software Lease/License Agreement	WHISTIC, INC	1982 W Pleasant Grove Blvd, Suite H, Pleasant Grove, UT 84062, UNITED STATES	None	\$0.00
374	WW BuildCo LLC	Consulting Agreement	Wise One Solutions LLC	1020 Bonner Bussells Drive, Southport, NC 28561, UNITED STATES	None	\$2,458.78
375	We Work Management LLC	Master Service Agreement	Wisetek Solutions, Inc.	ATTN: Gary McCarthy, Director of Sales Operations, 3200 Hubbard Road, Hyattsville, MD 20785, UNITED STATES	None	\$0.00
376	WeWork Companies U.S. LLC	Consulting Agreement	Wizeline, Inc	201 Mission St, Suite 1200, San Francisco, CA 94105, UNITED STATES	None	\$0.00
377	We Work Management LLC	Consulting Agreement	Wizeline, Inc	201 Mission St, Suite 1200, San Francisco, CA 94105, UNITED STATES	None	\$0.00
378	We Work Management LLC	Assignment and Assumption Agreement	Wizeline, Inc	201 Mission St, Suite 1200, San Francisco, CA 94105, UNITED STATES	None	\$0.00
379	We Work Management LLC	Purchase and Sale Agreement	Workday, Inc.	6110 Stoneridge Mall Road, Pleasanton, CA 94068, UNITED STATES	Revised scope and payment terms	\$0.00
380	We Work Management LLC	Subscription Agreement	Workday, Inc.	6110 Stoneridge Mall Road., Pleasanton, CA 94588, UNITED STATES	Revised scope and payment terms	\$0.00
381	We Work Management LLC	Statement of Work	Workday, Inc.	6230 Stoneridge Mall Road, Pleasanton, CA 94588, UNITED STATES	Revised scope and payment terms	\$0.00
382	We Work Management LLC	Services Agreement	Workday, Inc.	6230 Stoneridge Mall Road, Pleasanton, CA 94588, UNITED STATES	Revised scope and payment terms	\$0.00
383	We Work Management LLC	Services Agreement	Workiva, Inc.	2900 University Boulevard, Ames, IA 50010, UNITED STATES	Revised scope	\$0.00
384	We Work Management LLC	Employee Benefit Agreement	Workplace Options LLC	2912 Highwoods Blvd, Suite 100, Raleigh, NC 27604, UNITED STATES	None	\$0.00
385	We Work Management LLC	Assignment and Assumption Agreement	Yardi Systems, Inc	430 S. Fairview Ave, Santa Barbara, CA 93117, UNITED STATES	None	TBD
386	WeWork Companies U.S. LLC	Master Relationship Agreement	Yardi Systems, Inc.	430 South Fairview Avenue, Goleta, CA 93117, UNITED STATES	None	\$0.00

#	Debtor Legal Entity	Contract to be Assumed ¹	Assumption Counterparty	Counterparty Address	Amendments to Contract	Cure Amount
387	WeWork Companies U.S. LLC	Joint Venture Agreement	Yardi Systems, Inc.	Attn: Arnold Brier, General Counsel, 430 S. Fairview Ave., Santa Barbara, CA 93117, UNITED STATES	None	\$0.00
388	We Work Management LLC	Operating Agreement	Yardi Systems, Inc.	430 S. Fairview Ave., Santa Barbara, CA 93117, UNITED STATES	None	\$0.00
389	WeWork Companies U.S. LLC	Subscription Agreement	Yext Inc	1 Madison Avenue, 5th Floor, New York, NY 10010, UNITED STATES	None	\$0.00
390	We Work Management LLC	Subscription Agreement	Yext Inc	61 9th Avenue, New York, NY 10011, UNITED STATES	None	\$0.00
391	We Work Management LLC	Software Lease/License Agreement	Zebrafish Labs Inc.	423 Tehama Street, Floor 1, San Francisco, CA 94103, UNITED STATES	None	\$481.00
392	We Work Management LLC	Services Agreement	Zebrafish Labs Inc.	423 Tehama Street, Floor 1, San Francisco, CA 94103, UNITED STATES	None	\$0.00
393	We Work Management LLC	Subscription Agreement	Zoom Video Communications Inc	55 Almaden Boulevard, Suite 600, San Jose, CA 95113, UNITED STATES	None	\$3,794.59
394	WeWork Companies U.S. LLC	Software Lease/License Agreement	ZoomInfo Technologies LLC	805 Broadway Street, Suite 900, Vancouver, WA 98660, UNITED STATES	None	\$0.00
395	We Work Management LLC	Software Lease/License Agreement	ZoomInfo Technologies LLC	805 Broadway Street, Suite 900, Vancouver, WA 98660, UNITED STATES	None	\$0.00

1. Unless otherwise indicated, any active related amendments or addendums, as well as any outstanding orders governed by the contracts listed, are also deemed to be assumed

DRAFT - Schedule of Assumed Unexpired Leases

#	Contract to be Assumed	Assumption Counterparty	Counterparty Address	Address of the Leased Location	Debtor Legal Entity	Amendments to Contract	Cure Amount2	Assumption Date
1	Unexpired Lease	625 W. Adams, LLC	9830 Colonnade Boulevard, Suite 600, San Antonio, TX, 78230-2239	625 West Adams Street Floor 19 Chicago, IL 60661	625 West Adams Street Tenant LLC	Reduce term, convert to gross lease, add revenue share,	\$400,000.00 at a later date	5/9/2024
2	Unexpired Lease	1900 McKinney Harwood LLC	2001 Ross Avenue, Suite 3400, Dallas, TX, 75201	1920 McKinney Ave Dallas, TX 75201	1920 McKinney Ave Tenant LLC	Reduce term, reduce premises, reduce rent, reduce security deposit, add revenue share	\$184,966.86 at a later date	5/13/2024
3	Unexpired Lease	600 B Street San Diego Owner, LLC	1999 Avenue of the Stars, Ste 3425, Los Angeles, CA, 90067	600 B St San Diego, CA 92101	600 B Street Tenant LLC	Reduce premises, reduce guaranty	\$1,526,726.00 at a later date	5/14/2024
4	Unexpired Lease	1450 Broadway, LLC	1450 Broadway, 17th Floor, New York, NY, 10018	1450 Broadway New York, NY 10018	1450 Broadway Tenant LLC	Reduce term, reduce rent, reduce premises, add profit share, amend guaranty, amend guaranty burndown	\$0	5/14/2024
5	Unexpired Lease	222 Broadway Owner, LLC	142 West, 57th Street, New York, NY, 10019	222 Broadway New York, NY 10038	WW 222 Broadway LLC	None	\$2,117,807	TBD
6	Unexpired Lease	KS SP Nominee Inc., ARI SP Nominee Inc., KS SP	1 York Street, Suite 1100, Toronto, Ontario, M5J 0B6	40 King Street West Toronto, ON M5H 3Y2	WeWork Canada LP ULC	None	\$227,902	TBD
7	Unexpired Lease	DTS Office Holdings, LLC	10801 West Charleston Blvd., Suite 300, Las Vegas, NV, 89135	10845 Griffith Peak Drive Las Vegas, NV 89135	10845 Griffith Peak Drive Tenant LLC	None	\$206,729	TBD
8	Unexpired Lease	Wynwood DS, LLC	310 NW 26th Street, Suite B, Miami, FL, 33127	360 NW 27th Street Miami, FL 33127	360 NW 27th Street Tenant LLC	None	\$143,088	TBD
9	Unexpired Lease	Bellevue Place Office, LLC	Post Office Box 908, Bellevue, WA, 98009	800 Bellevue Way NE Bellevue, WA 98004	800 Bellevue Way Tenant LLC	None	\$135,225	TBD
10	Unexpired Lease	McGavock Pike Partners, GP	PO Box 60865, Nashville, TN, 37206	901 Woodland Street Nashville, TN 37206	901 Woodland St Tenant LLC	None	\$84,103	TBD
11	Unexpired Lease	Seaport B/C Retail Owner LLC	33 Boylston Street, Suite 3000, Chestnut Hill, MA, 02467	77 Sleeper Street Boston, MA 02210	77 Sleeper Street Tenant LLC	None	\$6,104	TBD
12	Unexpired Lease	GSJC Master Lessee, L.L.C	200 West Street, New York, NY, 10282-2198	30 Hudson St Jersey City, NJ 07302	30 Hudson Street Tenant LLC	None	\$72,448	TBD
13	Unexpired Lease	Onni Brand Limited Partnership	1010 Seymour Street, Suite 200, Vancouver, BC, V6B 3M6	611 North Brand Boulevard WeWork - Suite 1300 Glendale, CA 91203	611 North Brand Boulevard Tenant LLC	None	\$206,572	TBD

DRAFT - Schedule of Assumed Unexpired Leases

#	Contract to be Assumed	Assumption Counterparty	Counterparty Address	Address of the Leased Location	Debtor Legal Entity	Amendments to Contract	Cure Amount2	Assumption Date
14	Unexpired Lease	Fairway East Kennedy Owner, LLC	800 N. Magnolia Avenue, Suite 1625, Orlando, FL, 32803	501 East Kennedy Boulevard Suite 1400 Tampa, FL 33602	501 East Kennedy Boulevard Tenant LLC	None	\$214,249	TBD
15	Unexpired Lease	Cousins Railyard LP	500 East Morehead Street, Suite 200, Charlotte, NC, 28202	501 Boylston Street Boston, MA 02116	South Tryon Street Tenant LLC	None	\$152,764	TBD
16	Unexpired Lease	Quarry Oaks Owner LP	201 W. 5th Street, Suite 1200, Austin, TX, 78701	10900 Stonelake Boulevard Austin, TX 78759	10900 Stonelake Boulevard Tenant LLC	None	\$181,686	TBD
17	Unexpired Lease	Giralda PB LLC	2222 Ponce de Leon, Blvd, Coral Gables, FL, 33134	2222 Ponce De Leon Blvd Miami, FL 33134	2222 Ponce De Leon Blvd Tenant LLC	None	\$41,680	TBD
18	Unexpired Lease	Giralda Complex LLC	299 Alhambra Circle, Suite 512, Coral Gables, FL, 33134	255 Giralda Avenue Coral Gables, FL 33134	255 Giralda Avenue Tenant LLC	None	\$0	TBD
19	Unexpired Lease	W-SF Goldfinger Owner VIII, L.L.C.	917 West Washington Blvd, Suite 308, Chicago, IL, 60607	167 North Green Street Floor 4 Chicago, IL 60607	167 N Green Street Tenant LLC	None	\$325,858	TBD
20	Unexpired Lease	LS2 Office, LLC	PO Box 908, Bellevue, WA, 98009	400 Bellevue Way NE Bellevue, WA 98004	400 Lincoln Square Tenant LLC	None	\$373,300	TBD
21	Unexpired Lease	Cordova II Equities Inc.	300 - 1030 West Georgia Street, Vancouver, British Columbia, V6E 2Y3	333 Seymour Street Vancouver, BC V6B 5A7	WeWork Canada LP ULC	None	\$30,966	TBD
22	Unexpired Sublease	Salesforce.com, Inc	One Market, 3rd Floor, San Francisco, CA, 94105	333 Seymour Street Vancouver, BC V6B 5A7	WeWork Canada LP ULC	None	\$0	TBD
23	Unexpired Lease	Domain Northside Office Property Owner, LP	1819 Wazee Street, Denver, CO, 80202	11801 Domain Blvd WeWork 3rd Floor Austin, TX 78758	11801 Domain Blvd Tenant LLC	None	\$295,514	TBD
24	Unexpired Lease	US VI 2 Brickell, LLC	11605 North Community House Road, Suite 600, Charlotte, NC, 28277	78 SW 7th Street Miami, FL 33130	78 SW 7th Street Tenant LLC	None	\$412,835	TBD
25	Unexpired Lease	The Building at 575 Fifth Office Owner LLC	200 State Street, 5th Floor, Boston, MA, 02109	575 5th Ave New York, NY 10017	575 5th Avenue Tenant LLC	Reduce premises, reduce guaranty, convert to gross lease, add profit share	\$0	5/17/2024
26	Unexpired Lease	500-512 Seventh Avenue Limited Partnership	512 Seventh Avenue, 16th floor, New York, NY, 10018	500 7th Avenue New York, NY 10018	500 7th Avenue Tenant LLC	TBD	TBD	TBD

DRAFT - Schedule of Assumed Unexpired Leases

#	Contract to be Assumed	Assumption Counterparty	Counterparty Address	Address of the Leased Location	Debtor Legal Entity	Amendments to Contract	Cure Amount2	Assumption Date
27	Unexpired Lease	BNY Tower Associates LLC	345 Park Avenue, 33rd Floor, New York, NY, 10154	63 Flushing Avenue Brooklyn, NY 11205	WW Brooklyn Navy Yard LLC	TBD	TBD	TBD
28	Unexpired Lease	1701 Rhode Island Inc.	1030 15th Street NW, Suite 250 West, Washington, DC, 20005	1701 Rhode Island Avenue Northwest Washington, DC 20036	1701 Rhode Island Avenue Northwest Tenant LLC	TBD	TBD	TBD
29	Unexpired Lease	79 Madison LLC	1114 Avenue of the Americas, 11th Floor, New York, NY, 10036	27 E 28th St New York, NY 10016	WW 79 Madison LLC	TBD	TBD	TBD
30	Unexpired Lease	Three Galleria Office Buildings, LLC	One Riverway, Suite 100, Houston, TX, 77056	2700 Post Oak Blvd Houston, TX 77056	2700 Post Oak Blvd. Tenant LLC	TBD	TBD	TBD
31	Unexpired Lease	11 Park Place LLC	1114 Avenue of the Americas, 11th Floor, New York, NY, 10036	11 Park Pl New York, NY 10007	11 Park Pl Tenant LLC	TBD	TBD	TBD
32	Unexpired Lease	CSHV 615 College. LLC	PO Box 102151, Pasadena, CA, 91030-1030	615 S. College Street WeWork Floor 10 Charlotte, NC 28202	615 S. Tenant LLC	Reduce premises, reduce term, reduce rent, convert to gross lease, amend guaranty burndown	\$0	5/17/2024
33	Unexpired Lease	460 Park Avenue South Associates LLC	3 Columbus Circle, Suite 2300, New York, NY, 10019	460 Park Avenue South New York, NY 10016	460 Park Ave South Tenant LLC	TBD	TBD	TBD
34	Unexpired Lease	CIO Terraces, LLC	Suite 32 10-666 Burrard Street, Vancouver, BC, V6C 2x8	5960 Berkshire Lane Floor 6 Dallas, TX 75225	5960 Berkshire Lane Tenant LLC	TBD	TBD	TBD
35	Unexpired Lease	SRI Eleven Minneapolis 225 LLC	Dept CH 10971, Palatine, IL, 60055-0971	225 South 6th Street Suite 3900 Minneapolis, MN 55402	225 South 6th St Tenant LLC	Reduce premises, reduce guaranty, reduce term, convert to gross lease, add revenue share	\$260,899.54 at a later date	5/17/2024
36	Unexpired Storage Lease (B107)	SRI Eleven Minneapolis 225 LLC	Dept CH 10971, Palatine, IL, 60055-0971	225 South 6th Street Suite 3900 Minneapolis, MN 55402	225 South 6th St Tenant LLC	None	\$0	5/17/2024
37	Unexpired Storage Lease (B134)	SRI Eleven Minneapolis 225 LLC	225 South Sixth Street, Suite 250, Minneapolis, MN, 55402	225 South 6th Street Suite 3900 Minneapolis, MN 55402	225 South 6th St Tenant LLC	None	\$0	5/17/2024
38	Unexpired Storage Lease (B178)	SRI Eleven Minneapolis 225 LLC	Dept CH 10971, Palatine, IL, 60055-0971	225 South 6th Street Suite 3900 Minneapolis, MN 55402	225 South 6th St Tenant LLC	None	\$0	5/17/2024

DRAFT - Schedule of Assumed Unexpired Leases

#	Contract to be Assumed	Assumption Counterparty	Counterparty Address	Address of the Leased Location	Debtor Legal Entity	Amendments to Contract	Cure Amount2	Assumption Date
39	Unexpired Lease	Dream Office LP	30 Adelaide Street East, Suite 301, State Street Financial Centre, Toronto, Ontario, M5C 3H1	357 Bay Street Toronto, ON M5H 4A6	WeWork Canada LP ULC	TBD	TBD	TBD
40	Unexpired Lease	Embarcadero Center Associates	Lobby Level, Suite One, San Francisco, CA, 94111	2 Embarcadero Center San Francisco, CA 94111	2 Embarcadero Center Tenant LLC	TBD	TBD	TBD
41	Unexpired Lease	SOF-XI PCT Single Tower Owner, L.L.C.	100 Pine Street, Suite 3000, San Francisco, CA, 94111	222 Pacific Coast Highway El Segundo, CA 90245	222 North Sepulveda Tenant LLC	TBD	TBD	TBD
42	Unexpired Storage Lease	SOF-XI PCT Single Tower Owner, L.L.C.	100 Pine Street, Suite 3000, San Francisco, CA, 94111	222 Pacific Coast Highway El Segundo, CA 90245	222 North Sepulveda Tenant LLC	TBD	TBD	TBD
43	Unexpired Lease	NW 524 Soho LLC	1819 Wazee Street, Denver, CO, 80202	524 Broadway New York, NY 10012	524 Broadway Tenant LLC	TBD	TBD	TBD
44	Unexpired Lease	AG-LC Warner Center Phase IV Owner, L.P.	2000 Avenue of the Stars, Suite 1020, Los Angeles, CA, 90067	21255 Burbank Boulevard Suite 120 Los Angeles, CA 91367	21255 Burbank Boulevard Tenant LLC	TBD	TBD	TBD
45	Unexpired Lease	Wells REIT II - 80 M Street, LLC	701 Pennsylvania Avenue, NW, Suite 560, Washington, DC, 20004	80 M Street SE Washington, DC 20003	80 M Street SE Tenant LLC	TBD	TBD	TBD
46	Unexpired Lease	AG Redstone Owner, L.P	150 Paularino, Suite D182, Costa Mesa, CA, 92626	4041 Macarthur Boulevard Suite 400 Newport Beach, CA 92660	4041 Macarthur Boulevard Tenant LLC	TBD	TBD	TBD
47	Unexpired Lease	BCSP 515 North State Street LLC	200 State Street, 5th Floor, Boston, MA, 02109	515 N State St Chicago, IL 60654	515 N State Street Tenant LLC	TBD	TBD	TBD
48	Unexpired Lease	1201 TAB Owner, LLC	1201 Third Avenue, Suite 520, Seattle, WA, 98101	1201 3rd Avenue Suite 2200 Seattle, WA 98101	1201 3rd Avenue Tenant LLC	TBD	TBD	TBD
49	Unexpired Lease	Trinity Centre LLC	115 Broadway, Suite 1705, New York, NY, 10006	5th Floor 115 Broadway New York, NY 10006	115 Broadway Tenant LLC	TBD	TBD	TBD

DRAFT - Schedule of Assumed Unexpired Leases

#	Contract to be Assumed	Assumption Counterparty	Counterparty Address	Address of the Leased Location	Debtor Legal Entity	Amendments to Contract	Cure Amount2	Assumption Date
50	Unexpired Lease	400 Spectrum Holdings LLC	550 Newport Centre Drive, Newport Beach, CA, 92660	400 Spectrum Center Drive Irvine, CA 92618	400 Spectrum Center Drive Tenant LLC	TBD	TBD	TBD
51	Unexpired Lease	BCal Gateway Property LLC	200 State Street, 5th Floor, Boston, MA, 02109	460 West 50 North Salt Lake City, UT 84101	460 West 50 North Tenant LLC	TBD	TBD	TBD
52	Unexpired Lease	KBSIII Legacy Town Center, LLC	5801 Tennyson Parkway, Suite 110, Plano, TX, 75024	6900 Dallas Parkway Floor 3 Plano, TX 75024	6900 North Dallas Parkway Tenant LLC	TBD	TBD	TBD
53	Unexpired Lease	CV Latitude 34, LLC	601 South. Figueroa Street, Suite 3600, Los Angeles, CA, 90017	12130 Millennium Drive Suite 300 Los Angeles, CA 90094	12130 Millennium Drive Tenant LLC	TBD	TBD	TBD
54	Unexpired Lease	LORE BCA 2120 L.P. (DBA Lionstone Investmen	712 Main Street, Suite 2500, Houston, TX, 77002	2015 Shattuck Square Berkeley, CA 94704	WW 2015 Shattuck LLC	TBD	TBD	TBD
55	Unexpired Lease	177 Colorado Owner LLC	3953 Maple Avenue, Suite 300, Dallas, TX, 75219	177 E Colorado Blvd Pasadena, CA 91105	177 E Colorado Blvd Tenant LLC	TBD	TBD	TBD
56	Unexpired Lease	MSI Holyoke LLC	316 Occidental Avenue S, Ste. 500, Seattle, WA, 98104	107 Spring St Seattle, WA 98104	WW 107 Spring Street LLC	Reduce rent, add revenue share, amend guaranty	\$136,609.48 at a later date	5/17/2024
57	Unexpired Lease	200 Portland Street, LLC	65 Franklin Street, Boston, MA, 02110	200 Portland Street Boston, MA 02114	200 Portland Tenant LLC	TBD	TBD	TBD
58	Unexpired Lease	AMCO 120 West Trinity	3344 Peachtree Road, N.E., Suite 1800, Atlanta, GA, 30326	120 West Trinity Place Decatur, GA 30030	120 West Trinity Place Tenant LLC	TBD	TBD	TBD
59	Unexpired Lease	CA 5-15 West 125th LLC	1412 Broadway, New York, NY, 10018	5 W 125th St New York, NY 10027	WW 5 W 125th Street LLC	TBD	TBD	TBD
60	Unexpired Lease	255 South King Street Limited Partnership	270 South Hanford Street, Suite 100, Seattle, WA, 98134	255 S King St Ste 800 Seattle, WA 98104	255 S King St Tenant LLC	TBD	TBD	TBD
61	Unexpired Lease	Transbay Tower LLC	Four Embarcadero Center, Lobby Level, Suite One, San Francisco, CA, 94111	Mission Street San Francisco, CA 94105	415 Mission Street Tenant LLC	TBD	TBD	TBD
62	Unexpired Lease	Esplanade Owner LLC	535 Madison Avenue, New York, NY, 10022	2425 East Camelback Road Phoenix, AZ 85016	2425 East Camelback Road Tenant LLC	TBD	TBD	TBD

DRAFT - Schedule of Assumed Unexpired Leases

#	Contract to be Assumed	Assumption Counterparty	Counterparty Address	Address of the Leased Location	Debtor Legal Entity	Amendments to Contract	Cure Amount2	Assumption Date
63	Unexpired Lease	Columbia REIT - 650 California, LLC	221 Main Street, Suite 100, San Francisco, CA, 94105	650 California Street San Francisco, CA 94108	650 California Street Tenant LLC	TBD	TBD	TBD
64	Unexpired Lease	BCSP 330 North Wabash Property LLC	200 State Street, 5th Floor, Boston, MA, 02109	330 North Wabash Avenue Chicago, IL 60601	330 North Wabash Tenant LLC	TBD	TBD	TBD
65	Unexpired Storage Lease	BCSP 330 North Wabash Property LLC	200 State Street, 5th Floor, Boston, MA, 02109	330 North Wabash Avenue Chicago, IL 60601	330 North Wabash Tenant LLC	TBD	TBD	TBD
66	Unexpired Lease	520 Broadway Owner, LLC	PO Box 102327, Pasadena, CA, 91189-2327	520 Broadway, Suite 200 Santa Monica, CA 90401	WW 520 Broadway LLC	TBD	TBD	TBD
67	Unexpired Lease	CIO Bloc 83, LLC	666 Burrard Street, Suite 3210, Vancouver, British Columbia, V6C 2X8	1 Glenwood Avenue Raleigh, NC 27603	1 Glenwood Ave Tenant LLC	TBD	TBD	TBD
68	Unexpired Lease	200 Spectrum Center Drive LLC	550 Newport Center Drive, Newport Beach, CA, 92660	200 Spectrum Center Drive Irvine, CA 92618	200 Spectrum Center Drive Tenant LLC	TBD	TBD	TBD
69	Unexpired Lease	SVF Criterion Santa Monica Corporation	515 South Flower Street, 49th Floor, Los Angeles, CA, 90071	312 Arizona Ave Santa Monica, CA 90401	WW 312 Arizona LLC	TBD	TBD	TBD
70	Unexpired Lease	Societe Immobiliere Camont Inc	1001, Victoria Square, Suite C-500, Montreal, Quebec, H2Z 2B5	455 Rue Saint-Antoine Ouest Montreal, QC H2Z 1J1	WeWork Canada LP ULC	TBD	TBD	TBD
71	Unexpired Lease	NP 18th & Chet, LLC	9225 Lake Hefner Parkway, Suite 200, Oklahoma, OK, 73120	820 18th Avenue South Nashville, TN 37203	820 18th Ave South Tenant LLC	TBD	TBD	TBD
72	Unexpired Lease	GW Property Services LLC	1099 18th Street, Suite 2900, Denver, CO, 80202	2727 East 2nd Avenue Denver, CO 80206	205 North Detroit Street Tenant LLC	TBD	TBD	TBD
73	Unexpired Lease	Legacy West Investors, LP	2001 Ross Avenue, Suite 3400, Dallas, TX, 75201	WeWork 7700 Windrose Ave Suite G300 Plano, TX 75024	Legacy Tenant LLC	TBD	TBD	TBD
74	Unexpired Lease	BCSP Crossroads Property LLC	200 State Street, 5th Floor, Boston, MA, 02109	1825 South Grant Street San Mateo, CA 94402	1825 South Grant Street Tenant LLC	TBD	TBD	TBD

DRAFT - Schedule of Assumed Unexpired Leases

#	Contract to be Assumed	Assumption Counterparty	Counterparty Address	Address of the Leased Location	Debtor Legal Entity	Amendments to Contract	Cure Amount2	Assumption Date
75	Unexpired Lease	Epic Lafayette Street LLC	15 Watts Street, 5th Floor, New York, NY, 10013	148 Lafayette St, 3rd floor New York, NY 10013	148 Lafayette Street Tenant LLC	TBD	TBD	TBD
76	Unexpired Lease	BCAL 44 Montgomery Property LLC	200 State Street, 5th Floor, Boston, MA, 02109	44 Montgomery Street San Francisco, CA 94104	44 Montgomery Street Tenant LLC	TBD	TBD	TBD
77	Unexpired Lease	AB Metro Properties Ltd	550 Burrad Street, Suite 300, Vancouver, British Columbia, V6C 2B5	6060 Silver Drive 3rd-Floor Burnaby, BC V5H 0H5	WeWork Canada LP ULC	TBD	TBD	TBD
78	Unexpired Lease	Park Place Associates	3197 Park Blvd, Palo Alto, CA, 94306	3101 Park Boulevard Palo Alto, CA 94306	3101 Park Boulevard Tenant LLC	TBD	TBD	TBD
79	Unexpired Lease	BCSP Circa Property LLC	200 State Street, 5th Floor, Boston, MA, 02109	1615 Platte Street Denver, CO 80202	1615 Platte Street Tenant LLC	Reduce rent, add revenue share, amend guaranty	\$142,947 at a later date	TBD
80	Unexpired Lease	BCSP 8 600 Property, L.P.	200 State Street, 5th Floor, Boston, MA, 02109	600 Congress Ave Austin, TX 78701	WW 600 Congress LLC	TBD	TBD	TBD
81	Unexpired Lease	575 Lex Property Owner, L.L.C.	245 Park Avenue, 24th Floor, New York, NY, 10167	575 Lexington Avenue 14th floor New York, NY 10022	575 Lexington Avenue Tenant LLC	TBD	TBD	TBD
82	Unexpired Lease	BXP Mission 535 LP	Four Embarcadero Center Lobby Level, Suite One, San Francisco, CA, 94111	535 Mission St San Francisco, CA 94105	WW 535 Mission LLC	TBD	TBD	TBD
83	Unexpired Lease	1460 Leasehold Swighm LLC	30 West 26th Street, 8th Floor, New York, NY, 10010	1460 Broadway New York, NY 10036	1460 Broadway Tenant LLC	TBD	TBD	TBD
84	Unexpired Lease	TYH Development Company LLC	2000 Tower Oaks, Boulevard, 8th Floor, Rockville, MD, 20852	1775 Tysons Blvd Tysons, VA 22102	1775 Tysons Boulevard Tenant LLC	TBD	TBD	TBD
85	Unexpired Lease	221 W. 6th Street (TX) Owner, LLC	Building Management Office, 221 W. 6th Street, Suite B-300, Austin, TX, 78701	221 West 6th Street 5th Floor Austin, TX 78701	221 6th Street Tenant LLC	Reduce term	\$0	5/17/2024
86	Unexpired Storage Lease	Sixth Street Tower, LLC	201 W. Fifth Street, Suite 1200, Austin, TX, 78701	221 West 6th Street 5th Floor Austin, TX 78701	221 6th Street Tenant LLC	None	\$0	5/17/2024
87	Unexpired Lease	BDN 1900 Market Owner LLC	2929 Arch Street, Suite 1800, Philadelphia, PA, 19104	1900 Market Street Suite 800 Philadelphia, PA 19103	1900 Market Street Tenant LLC	Extend term, reduce rent	\$188,901 at a later date	5/17/2024

DRAFT - Schedule of Assumed Unexpired Leases

#	Contract to be Assumed	Assumption Counterparty	Counterparty Address	Address of the Leased Location	Debtor Legal Entity	Amendments to Contract	Cure Amount2	Assumption Date
88	Unexpired Lease	Ivanhoé Cambridge Inc. - PVM	11742 Access via QUAI 1, Montreal, Quebec, H3B 3Y1	3 Place Ville Marie Montreal, QC H3B 2E3	WeWork Canada LP ULC	TBD	TBD	TBD
89	Unexpired Lease	CCP/MS SSIII Denver Tabor Center 1 Property O	200 State Street, 5th Floor, Boston, MA, 02109	1200 17th Street Floor 27 Denver, CO 80202	1200 17th Street Tenant LLC	TBD	TBD	TBD
90	Unexpired Lease	85 Broad Street Property Owner LLC	3 Bryant Park, 24th Floor, New York, NY, 10036	85 BROAD ST FL 18th New York, NY 10004-2783	WW 85 BROAD LLC	TBD	TBD	TBD
91	Unexpired Sublease	LPQ 85 Broad, Inc	50 Broad Street, 12th Floor, New York, NY, 10004	85 BROAD ST FL 18th New York, NY 10004-2783	WW 85 BROAD LLC	TBD	TBD	TBD
92	Unexpired Lease	1001 Dominion Square Management Inc.	1010 St. Ctherine St. West, Suite 1200, Montreal, Quebec, H3B 3S3	1010 Rue Sainte-Catherine Ouest Montréal, QC H3G 1R3	WeWork Canada LP ULC	TBD	TBD	TBD
93	Unexpired Lease	120 East 16th Street Co. LLC	125 Park Avenue South, New York, NY, 10017	33 Irving Pl New York, NY 10003	33 Irving Tenant LLC	TBD	TBD	TBD
94	Unexpired Lease	Resnick Seaport LLC	110 East 59th Street, 34th Floor, New York, NY, 10022-1379	199 Water Street New York, NY 10038	199 Water Street Tenant LLC	TBD	TBD	TBD
95	Unexpired Lease	58508 Alberta Ltd.	335 - 8th Avenue S.W., Calgary, Alberta, T2P 1C9	700 2 Street Southwest Calgary, AB T2P 0X1	700 2 Street Southwest Tenant LP	TBD	TBD	TBD
96	Unexpired Storage Lease	58508 Alberta Ltd.	335 - 8th Avenue S.W., Suite 900, Calgary, Alberta, T2P 1C9	700 2 Street Southwest Calgary, AB T2P 0X1	700 2 Street Southwest Tenant LP	TBD	TBD	TBD

Exhibit C

Exit LC Facility Documents

[To be filed in advance of the Combined Hearing]

Exhibit D

Forms of the New Corporate Governance Documents

[To be filed in advance of the Combined Hearing]

Exhibit D-1

Corporate Governance Term Sheet

[To be filed in advance of the Combined Hearing]

Exhibit D-2

Form of the New Certificate of Incorporation

[To be filed in advance of the Combined Hearing]

Exhibit D-3

Form of the New Bylaws

[To be filed in advance of the Combined Hearing]

Exhibit D-4

Form of the New Stockholders Agreement

[To be filed in advance of the Combined Hearing]

Exhibit D-5

Form of the Registration Rights Agreement

[To be filed in advance of the Combined Hearing]

Exhibit D-6

List of New Board Members

[To be filed in advance of the Combined Hearing]

Exhibit E

Released Parties Exception Schedule

[To be filed in advance of the Combined Hearing]

Exhibit F

Restructuring Transactions Memorandum

Certain documents, or portions thereof, contained in this **Exhibit F** and the Plan Supplement remain subject to continued review and comment by the Debtors and the Consenting Stakeholders in accordance with the consent rights set forth in the Plan and the RSA. The respective rights of the Debtors and the Consenting Stakeholders are expressly reserved, subject to the terms and conditions set forth in the Plan and the RSA, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, or by order of the Bankruptcy Court, and no consent of the Required Consenting Stakeholders has been given or shall be presumed or deemed to have been given by the Required Consenting Stakeholders as a result of or in connection with the filing of this **Exhibit F**; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.

Restructuring Transactions Exhibit¹

This Restructuring Transactions Exhibit sets forth a summary description of the Restructuring Transactions to be effectuated prior to or on the Effective Date in connection with the *Debtor's [Third] Amended Joint Chapter 11 Plan of Reorganization of WeWork Inc. and its Debtor Subsidiaries* [Docket No. 1816] (as may be amended, supplemented or modified from time to time, the "Plan"). Subject to the applicable consent rights contained in the RSA and the Plan, the Debtors reserve all rights to modify, amend, supplement, or restate any part of this Restructuring Transactions Exhibit as necessary or appropriate. Capitalized terms used but not defined herein shall have the definitions set forth in the Plan.

The definitive documentation necessary or appropriate to implement these transactions may include, among other things and without limitation, merger, purchase, sale, assignment, transfer, novation, release, amendment, distribution and/or contribution agreements.

Prior to the Effective Date:

Step A. Euclid WW Holdings, Inc., a Delaware corporation ("Euclid"), The We Company Management LLC, a Delaware limited liability company ("We Company Management"), and The We Company MC LLC, a Delaware limited liability company ("The We Company MC") form [●], a Delaware limited company ("Newco"), which is intended to be treated as a partnership for U.S. federal income tax purposes.

Step B. [At least one Business Day prior to the Effective Date, [●], a Delaware corporation ("New WeWork" and following the Effective Date, "Reorganized WeWork") is formed.]

Pursuant to the Plan, the Debtors intend to implement the transactions described below [prior to or] on the Effective Date and in the order listed below.

Step 1. [The We Company Management Holdings L.P., a Cayman Islands limited partnership ("We Company Management Holdings") offsets any intercompany receivables from any other Debtor held by We Company Management Holdings and intercompany payables between We Company Management Holdings on the one hand, and any other Reorganized Debtor (or subsidiary of a Reorganized Debtor), on the other hand. WeWork Companies U.S. LLC, a Delaware limited liability company ("WeWork Companies U.S.") distributes certain identified intercompany receivables to We Company Management Holdings, and We Company Management Holdings offsets certain payables owed by it to the corresponding Debtor entity. Any remaining intercompany payable owed by We Company Management Holdings is cancelled for no consideration.] [All other intercompany receivables and intercompany payables between two Reorganized Debtors that are each organized in the United States (other than the intercompany payables owed to each of (i) WeWork Parent, (ii) We Company

¹ This Restructuring Transactions Exhibit remains subject to further review and comment in all respects. In the event that there are any further amendments to the Plan or changes to the contemplated steps, then these steps will be updated and an amended Restructuring Transactions Exhibit will be filed setting forth such modified steps.

Management and (iii) Euclid by WeWork Companies U.S. and described in Step 6(vii) below), are, in each case, released and cancelled.] To the extent any such release or cancellation is treated as a repayment of the applicable intercompany payable, such repayment shall be treated first as a repayment of principal, followed by a repayment of any accrued but unpaid interest.

Step 2. Following the satisfaction of all conditions precedent and pursuant to the terms of the DIP New Money Exit Facility Credit Agreement, Reorganized WeWork obtains up to \$400M under the DIP New Money Exit Facility from the DIP New Money Lenders.

Step 3. Immediately after Step 2, Reorganized WeWork contributes the proceeds received in Step 2 to WeWork Parent in exchange for new equity interests in WeWork Parent.

Step 4. Immediately after Step 3,

- i.* [The Undrawn DIP TLC Claims held by the SoftBank Parties are contributed by the SoftBank Parties (the “TLC Contributed Claims”) to Reorganized WeWork for their *pro rata* share of the Exit LC Assigned Cash Collateral Equity Distribution and the Exit LC SoftBank Cash Collateral Equity Distribution, which, for this purpose and for the avoidance of doubt, shall consist of cash and/or equity interests in Reorganized WeWork (subject to adjustment as necessary to account for the Supplemental Distributions and subject to the terms of the Exit LC Facility Documents) in full and final satisfaction of the DIP TLC Claims.]
- ii.* The DIP New Money Exit Facility Claims held by Holders of DIP New Money Exit Facility Claims are immediately, pursuant to the terms of the DIP New Money Exit Facility Documents and the Plan, exchanged by such Holders for their *pro rata* share of the New Money Equity Distribution, which, for this purpose and for the avoidance of doubt, shall consist of equity interests in Reorganized WeWork, (subject to adjustment as necessary to account for the Supplemental Distributions) in full and final satisfaction of the DIP New Money Exit Facility Claims; provided that each Holder of a DIP New Money Exit Facility Claim entitled to receive the DIP New Money Initial Commitment Premium pursuant to the DIP New Money Exit Facility Credit Agreement shall receive its *pro rata* share of the DIP New Money Initial Commitment Premium; provided further, each Holder of a DIP New Money Exit Facility Claim entitled to receive the DIP New Money Supplemental Premium pursuant to the DIP New Money Exit Facility Credit Agreement, the Plan and the Confirmation Order shall receive its *pro rata* share of the DIP New Money Supplemental Premium.
- iii.* WeWork Parent uses a portion of the proceeds received in Step 3 to repay the DIP New Money Interim Facility (including any accrued and unpaid interest) in full and to pay certain transactions costs and administrative expenses, in each case, in accordance with the Plan.
- iv.* All liens supporting the DIP New Money Facilities are simultaneously released.

Step 5. [Any Holder of 1L Notes Claims or 2L Notes Claims that has submitted a valid election in the form of **Annex A** hereto (each, an “Electing Holder”) to WeWork Parent at least [5] Business Days prior to the Effective Date shall contribute its respective 1L Notes Claims or 2L Notes Claims shown on such election (together with the TLC Contributed Claims, the “Contributed Claims”) to Reorganized WeWork in exchange for an amount of New Interests corresponding to their *pro rata* allocation of the 1L Equity Distribution under the Plan in respect of such Contributed Claims, in full and final satisfaction of their respective entitlements with respect to their 1L Notes Claims or 2L Notes Claims that are Contributed Claims. In connection therewith, any such Electing Holders shall, as a condition to such election, be required to provide WeWork Parent with such information in respect of tax matters as further described on **Annex A** and agree to provide any additional information reasonably requested by WeWork Parent to facilitate Reorganized WeWork’s tax compliance and to confirm that such Electing Holder’s election on **Annex A** satisfies the conditions described thereon.]²

Step 6. Immediately after Step 5, but prior to Step 7,

- i. Reorganized WeWork shall contribute (a) a number of New Interests equal to the number of New Interests required to be issued to Holders of Prepetition LC Facility Claims, 1L Notes Claims and 2L Notes Claims, in the aggregate (other than the Contributed Claims) and (b) the remaining proceeds received in Step 2 (net of any expenses and payments made in Step 4(iii)) (the “Proceeds”) to WeWork Parent.
- ii. WeWork Parent shall contribute the Proceeds and New Interests received in Step 6(i) to WW Holdco LLC, a Delaware limited liability company (“WW Holdco”).
- iii. WW Holdco contributes the Proceeds and New Interests received in Step 6(ii) to The We Company MC.
- iv. The We Company MC contributes (a) a portion of the Proceeds and a portion of the New Interests received in Step 6(iii) to Euclid, and (b) a portion of the Proceeds and a portion of the New Interests received in Step 6(iii) to We Company Management, in each case, which amount shall be in proportion to Euclid’s and We Company Management’s respective *pro rata* ownership interests in We Company Management Holdings.

² Reorganized WeWork, together with the Holders of 1L Notes Claims and 2L Notes Claims that elect to cause their respective 1L Notes Claims and 2L Notes Claims to be Contributed Claims, and the Holders of the Undrawn DIP TLC Claims held by the SoftBank Parties, intend that the contribution of such Contributed Claims, together with the other contributions to Reorganized WeWork described herein, to constitute a contribution described under Section 351 of the Tax Code; however, there is no assurance that such contribution will qualify for such treatment. Assuming such treatment is respected, the consequences of such election could result in materially different tax treatment to such Holders than the treatment set forth in the Disclosure Statement which shall apply to non-electing Holders. Holders of 1L Notes Claims and 2L Notes Claims should consult their own tax advisors regarding the tax consequences to them of making such an election.

- v. Each of The We Company MC, Euclid and We Company Management contributes the Proceeds and New Interests received in Steps 6(iii) and (iv) to Newco in exchange for equity interests in Newco. After this contribution, The We Company MC, Euclid and We Company Management will each own an amount of equity in Newco that is proportional to their relative ownership interest in We Company Management Holdings.
- vi. Newco contributes the Proceeds and New Interests received in Step 6(v) to WeWork Companies U.S., in exchange for equity interests in WeWork Companies U.S.
- vii. WeWork Companies U.S. uses a portion of the Proceeds received in Step 6(vi) to repay the intercompany loans due to each of (a) WeWork Parent, (b) We Company Management and (c) Euclid.
- viii. Immediately after Step 6(vii), all remaining ownership interests in WeWork Companies U.S. (other than the interests held by Newco) are cancelled for no consideration.

Step 7. Immediately after Step 6, WeWork Companies U.S. transfers the New Interests received in Step 6(vi) to the Holders of Prepetition LC Facility Claims, 1L Notes Claims and 2L Notes Claims (other than Electing Holders) in full and final satisfaction of the 1L Notes Claims and 2L Notes Claims.

Step 8. Immediately after Step 7:

- i. Reorganized WeWork shall contribute the Contributed Claims received in Step 5 to WeWork Parent.
- ii. WeWork Parent shall contribute the Contributed Claims received in Step 8(i) to WW Holdco LLC.
- iii. WW Holdco LLC shall contribute the Contributed Claims received in Step 8(ii) to We Company MC.
- iv. The We Company MC contributes (a) a portion of the Contributed Claims received in Step 8(iii) to Euclid, and (b) a portion of the Contributed Claims received in Step 8(iii) to We Company Management, in each case, which amount shall be in proportion to Euclid's and We Company Management's respective *pro rata* ownership interests in Newco.
- v. Each of The We Company MC, Euclid and We Company Management contributes the Contributed Claims received in Step 8(vi) to Newco in exchange for an amount of equity interests in Newco equal to the fair market value of the Contributed Claims.
- vi. Newco contributes the Contributed Claims received in Step 8(v) to WeWork Companies U.S.

Step 9. Following the satisfaction of all conditions precedent and pursuant to the terms of the Exit LC Credit Agreement, Reorganized WeWork (or a subsidiary of Reorganized WeWork) enters into the Exit LC Facility in accordance with the terms of the Exit LC Credit Agreement and undertake, or commits to undertake, the transactions described therein.

Step 10. The Reorganized Debtors incorporated in the United States form the UCC Settlement Trust with the UCC Settlement Trustee and transfer the UCC Settlement Proceeds (other than to the extent the UCC Settlement Proceeds are allocable to Disputed General Unsecured Claims) to the UCC Settlement Trust for the benefit of the beneficiaries of the UCC Settlement Trust, which interests in the UCC Settlement Trust are distributed to certain of the beneficiaries of the UCC Settlement Trust on the Effective Date, in accordance with the Plan.

Step 11. Pursuant to the Plan, any other consideration specified in the Plan is distributed to applicable Holders of Claims in satisfaction of their respective Claims, and all of the remaining equity interests of certain Reorganized Debtors are cancelled for no consideration and reissued to Reorganized WeWork, WeWork Parent and certain of its subsidiary Reorganized Debtors.

Step 12. [Reserved – Cross-border intercompany obligation steps.]

[Remainder of page intentionally left blank.]

Annex A

[•]

Exhibit G

Schedule of Go-Forward Guaranty Claims

[To be filed in advance of the Combined Hearing]

Exhibit H

UCC Settlement Trust Documents

Certain documents, or portions thereof, contained in this **Exhibit H** and the Plan Supplement remain subject to continued review and comment by the Debtors, the Creditors' Committee, and the Consenting Stakeholders in accordance with the consent rights set forth in the Plan and the RSA. The respective rights of the Debtors, the Creditors Committee, and the Consenting Stakeholders are expressly reserved, subject to the terms and conditions set forth in the Plan and the RSA, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, or by order of the Bankruptcy Court, and no consent of the Required Consenting Stakeholders has been given or shall be presumed or deemed to have been given by the Required Consenting Stakeholders as a result of or in connection with the filing of this **Exhibit H**; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.

Exhibit H-1

UCC Settlement Trust Agreement

GUC TRUST AGREEMENT AND DECLARATION OF TRUST

This GUC Trust Agreement and Declaration of Trust (the “Agreement”), dated as of [•], 2024, is made by and among WeWork Inc. and its affiliated debtors and debtors in possession (collectively, the “Debtors”)¹, Entity Services (SPV), LLC (the “Trustee,” and together with the Debtors, each, a “Party” and collectively, the “Parties”).

RECITALS

1. On November 6, 2023, the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”), and their chapter 11 cases are being jointly administered as *In re WeWork Inc., et al.*, Case No. 23-19865 (JKS).

2. On or about November 16, 2023, the United States Trustee for the District of New Jersey (the “U.S. Trustee”) appointed the Official Committee of Unsecured Creditors [Docket No. 150] (the “Creditors’ Committee”).

3. On April 29, 2024, the Bankruptcy Court entered the *Order (A) Conditionally Approving the Adequacy of the Information Contained in the Disclosure Statement (II) Approving the Solicitation and Voting Procedures with Respect to Confirmation of the Plan, (III) Approving the Form of Ballots and Notices in Connection Therewith, (IV) Scheduling Certain Dates with Respect Thereto, and (V) Granting Related Relief* [Docket No. 1787] (the “Conditional DS Order”).² On May 1, 2024, the Debtors filed the solicitation versions of the (a) *Third Amended*

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://dm.epiq11.com/WeWork>. The location of Debtor WeWork Inc.’s principal place of business is 12 East 49th Street, 3rd Floor, New York, NY 10017; the Debtors’ service address in these chapter 11 cases is WeWork Inc. c/o Epiq Corporate Restructuring, LLC, 10300 SW Allen Blvd., Beaverton, OR 97005.

² A capitalized term used but not defined herein shall have the meaning ascribed to it in the Conditional DS Order (as defined herein), the Plan (as defined herein), the Disclosure Statement (as defined herein), the Disclosure Statement Supplement (as defined herein), or the Confirmation Order (as defined herein), as applicable.

Joint Chapter 11 Plan of Reorganization of WeWork Inc. and Its Debtor Subsidiaries [Docket No. 1816] (as may be modified, amended, or supplemented from time, the “Plan”) and (b) *Third Amended Disclosure Statement Relating to the Third Amended Joint Chapter 11 Plan of Reorganization of WeWork Inc. and Its Debtor Subsidiaries* [Docket No. 1816] (the “Disclosure Statement”).

4. On [•], the Bankruptcy Court entered an order (“Confirmation Order”) [Docket No. [•]] confirming the Plan, which became effective on [•] (“Effective Date”).

5. Articles I, IV and IX of the Plan provides for the creation of the UCC Settlement Trust (the “Trust”) on the Effective Date of the Plan.

6. The Plan provides for the establishment of the Trust for the benefit of Holders of Allowed Class 6 3L Notes Claims and Allowed Class 8 General Unsecured Claims entitled to distributions from the UCC Settlement Proceeds (collectively, the “Beneficiaries”).

7. The Trust is established for the purpose of collecting, holding, administering, distributing, and liquidating the Trust Assets (as defined below) for the benefit of the Beneficiaries in accordance with the terms and conditions of this Agreement, the Plan, and the Confirmation Order, and with no objective to continue or engage in the conduct of a trade or business, except to the extent necessary to, and consistent with, the Plan and liquidating purpose of the Trust.

8. Pursuant to the Plan, the Trust (other than with respect to any Disputed Ownership Fund (“DOF”)) is intended for federal income tax purposes (i) to be treated as a grantor trust within the meaning of sections 671-679 of the Internal Revenue Code of 1986, as amended (“IRC”), and also (ii) to qualify as a liquidating trust within the meaning of Treasury Regulations section 301.7701-4(d). For the avoidance of doubt, the decision to elect whether or not to have the Disputed Claim Reserve (as defined below) treated as a DOF for tax purposes shall be

determined by the Trustee in its sole discretion and nothing in this Trust Agreement or the Plan shall be construed otherwise.

9. Pursuant to the Plan, the Debtors, Trust, Trustee, and Beneficiaries are required to treat, for all federal income tax purposes, the transfer of the UCC Settlement Proceeds, which shall only occur after there has been a final determination of the amount of the UCC Settlement Proceeds (which shall be equal to the UCC Settlement Consideration minus the UCC Settlement Deduction), which determination shall not occur until such point in time as final amounts have been determined (including in the case of Allowed Professional Fee Claims of the Professionals retained by the Committee, until such point in time as final fee applications have been approved and Allowed) in respect of (i) the Ad Hoc Unsecured Noteholder Group Expenses, (ii) the 3L/Unsecured Notes Trustee Expenses, (iii) the Committee Member Expenses, and (iv) Allowed Professional Fee Claims of the Professionals retained by the Committee (each as defined in the Plan), to the Trust as a transfer of the UCC Settlement Proceeds (other than to the extent the UCC Settlement Proceeds are allocable to Disputed General Unsecured Claims) by the Debtors to the Beneficiaries in satisfaction of their Allowed General Unsecured Claims, followed by a transfer of the UCC Settlement Proceeds (other than to the extent the UCC Settlement Proceeds are allocable to Disputed General Unsecured Claims) by the Beneficiaries to the Trust in exchange for their pro rata share of the Trust Interests,³ and to treat the Beneficiaries as the grantors and owners of the Trust Assets for federal income tax purposes, except with respect to any DOF.

10. In accordance with the Plan, the Trust is further intended to be exempt from the requirements of (i) pursuant to section 1145 of the Bankruptcy Code, the Securities Exchange Act

³ “Trust Interests” means, collectively, non-certificated beneficial interests in the Trust granted to each Holder of Allowed 3L Notes Claims and Allowed General Unsecured Claims, which shall entitle such Holder to their share of the UCC Settlement Proceeds, subject to the terms of the Plan and this Agreement.

of 1933, as amended, and any applicable state and local laws requiring registration of securities, and (ii) the Investment Company Act of 1940, as amended, pursuant to sections 7(a) and 7(b) of that Act and section 1145 of the Bankruptcy Code.

NOW, THEREFORE, in accordance with the Plan and the Confirmation Order, and in consideration of the promises, and the mutual covenants and agreements of the Parties contained in the Plan and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, the Parties agree and declare as follows:

DECLARATION OF TRUST

The Debtors and the Trustee enter into this Agreement to effectuate the distribution of the Trust Assets to the Beneficiaries pursuant to the Plan and the Confirmation Order;

Pursuant to Articles I, IV and IX of the Plan and Section 2.3.2 of this Agreement, on the Effective Date, the Trust shall be established and, all the UCC Settlement Proceeds shall automatically be transferred to and vest in the Trust, which shall only occur after there has been a final determination of the amount of the UCC Settlement Proceeds (which shall be equal to the UCC Settlement Consideration minus the UCC Settlement Deduction), which determination shall not occur until such point in time as final amounts have been determined (including in the case of Allowed Professional Fee Claims of the Professionals retained by the Committee, until such point in time as final fee applications have been approved and Allowed) in respect of (i) the Ad Hoc Unsecured Noteholder Group Expenses, (ii) the 3L/Unsecured Notes Trustee Expenses, (iii) the Committee Member Expenses, and (iv) Allowed Professional Fee Claims of the Professionals retained by the Committee (each as defined in the Plan), free and clear of all Claims, Liens, Interests, encumbrances, and contractually imposed restrictions except as otherwise provided in the Plan or this Agreement, and shall comprise Trust Assets (as defined below) for all purposes;

TO HAVE AND TO HOLD unto the Trustee and its successors in trust; and

IT IS HEREBY FURTHER COVENANTED AND DECLARED, that the UCC Settlement Proceeds, any claims, causes of action or objections relating to any Disputed General Unsecured Claim, and all other property held from time to time by the Trust under this Agreement and any proceeds thereof and earnings thereon (collectively, the “Trust Assets”) are to be held by the Trust and applied on behalf of the Trust by the Trustee on the terms and conditions set forth herein and the Plan, solely for the benefit of the Beneficiaries and to the Reorganized Debtors for a limited purpose and as more fully set forth in the Plan, and this Agreement, for no other party.

ARTICLE I

RECITALS, PLAN DEFINITIONS, OTHER DEFINITIONS, INTERPRETATION, AND CONSTRUCTION

- 1.1 Recitals. The Recitals are incorporated into and made terms of this Agreement.
- 1.2 [Conflict Among Plan Documents. In the event of any inconsistency between the Plan, the Confirmation Order, and this Agreement, the Plan or Confirmation Order, as applicable, shall control.]

ARTICLE II

ESTABLISHMENT OF TRUST

- 2.1 Effectiveness of Agreement; Name of Trust. This Agreement shall become effective on the Effective Date. The Trust shall be officially known as the “WeWork Settlement Trust.”
- 2.2 Purpose of Trust. The Debtors and the Trustee, pursuant to the Plan and in accordance with Bankruptcy Code, hereby create the Trust in furtherance of the UCC Settlement and for the primary purpose of collecting, holding, administering, distributing and liquidating the Trust Assets for the benefit of the Beneficiaries in accordance with the terms and conditions of

this Agreement and the Plan, and with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Trust.

2.3 Transfer of Trust Assets.

2.3.1 Conveyance of Trust Assets. Pursuant to the Plan, the Debtors hereby grant, release, assign, transfer, convey and deliver, for the benefit of the Beneficiaries, the UCC Settlement Proceeds, which shall only occur after there has been a final determination of the amount of the UCC Settlement Proceeds (which shall be equal to the UCC Settlement Consideration minus the UCC Settlement Deduction), which determination shall not occur until such point in time as final amounts have been determined (including in the case of Allowed Professional Fee Claims of the Professionals retained by the Committee, until such point in time as final fee applications have been approved and Allowed) in respect of (i) the Ad Hoc Unsecured Noteholder Group Expenses, (ii) the 3L/Unsecured Notes Trustee Expenses, (iii) the Committee Member Expenses, and (iv) Allowed Professional Fee Claims of the Professionals retained by the Committee (each as defined in the Plan), to the Trust as of the Effective Date in trust for the benefit of the Beneficiaries, which shall, together with any and all other property held from time to time by the Trust under this Agreement and any proceeds thereof and earnings thereon, comprise Trust Assets for all purposes and shall be administered and applied as specified in this Agreement and the Plan. None of the Debtors shall have any further obligations with respect to the Allowed 3L Notes Claims or Allowed General Unsecured Claims under the Plan or the distribution or payment of any proceeds of the Trust Assets to any of the Beneficiaries upon the transfer of the Trust Assets to the Trust in accordance with this Agreement and the Plan, except that the Debtors shall, from time to time, as and when reasonably requested by the Trustee, execute and deliver or

cause to be executed and delivered all such documents (in recordable form where necessary or appropriate) and the Debtors shall take or cause to be taken such further action reasonably requested by the Trustee as may be necessary or appropriate, to vest or perfect in the Trust or confirm to the Trustee title to and possession of the Trust Assets. The Trustee shall have no duty to arrange for any of the transfers contemplated under this Agreement or by the Plan or to ensure their compliance with the terms of the Plan, and/or the Confirmation Order, and shall be conclusively entitled to rely on the legality and validity of such transfers.

2.3.2 Title to Trust Assets. Pursuant to the Plan, all of the Debtors' right, title and interest in and to the Trust Assets, including all such assets held or controlled by third parties, are automatically vested in the Trust on the Effective Date and shall comprise Trust Assets for all purposes, free and clear of all Liens, Claims, encumbrances, Interests, contractually imposed restrictions, and other interests, except as specifically provided in the Plan or this Agreement, and such transfer is for the benefit of the Beneficiaries to establish the Trust. The Trust shall be authorized to obtain possession or control of, liquidate, and collect all of the Trust Assets in the possession or control of third parties, pursue, settle and/or resolve any litigation related to the Disputed General Unsecured Claims, and assert and/or exercise any and all rights of setoff and recoupment and defenses of the Debtors or their Estates to any counterclaims that may be asserted by any and all Holders of Disputed General Unsecured Claims, in each case, in accordance with the terms of the Plan and this Agreement. Without limiting the generality of the foregoing, the Trust shall have the right to invoke section 542 of the Bankruptcy Code to pursue turnover of Trust Assets. On the Effective Date, the Trust shall be substituted for the Debtors for all purposes with respect to the Trust Assets and administration of 3L Notes Claims and General Unsecured Claims. To the extent any law or regulation prohibits the transfer of ownership of any of the Trust

Assets from the Debtors to the Trust in accordance with this Agreement and the Plan, and such law is not superseded by the Bankruptcy Code, the Trust's interest shall be a lien upon and security interest in such Trust Assets, in trust, nevertheless, for the sole use and purposes set forth in Section 2.2, and this Agreement shall be deemed a security agreement granting such interest thereon without the need to file financing statements or mortgages. By executing this Agreement, the Trustee on behalf of the Trust hereby accepts all of such aforementioned property as Trust Assets, to be held in trust for the benefit of the Beneficiaries, subject to the terms of this Agreement and the Plan.

2.4 Capacity of Trust. Notwithstanding any state or federal law to the contrary or anything herein, the Trust shall itself have the capacity, in its own right and name, to act or refrain from acting, including the capacity to sue and be sued and to enter into contracts. The Trust may alone be the named movant, respondent, party plaintiff or defendant, or the like in all adversary proceedings, contested matters, and other state or federal proceedings brought by or against it, and may settle and compromise all such matters in its own name.

2.5 Cooperation of Debtors. The Debtors and their professionals shall use commercially reasonable efforts to cooperate with the Trust and Trustee and their professionals in effecting the transition from the Debtors to the Trust of administration of the Trust Assets and of creditors' 3L Notes Claims and General Unsecured Claims; *provided* that the Debtors shall not be required to incur any out-of-pocket costs and expenses, including attorneys' fees, without reimbursement from the Trust. The Trustee may request an updated Claims Register from the Claims Agent within thirty (30) days after the Effective Date and, upon request, the Debtors shall instruct the Claims Agent to make such register available to the Trustee.

2.6 No Retention of Excess Cash. Notwithstanding anything in this Agreement to the contrary, under no circumstances shall the Trust or Trustee retain cash or cash equivalents in excess of a reasonable amount to meet 3L Notes Claims, General Unsecured Claims, expenses, and contingent liabilities or to maintain the value of the Trust Assets during liquidation other than reserves established pursuant to Sections 3 and/or Section 4.1.2 of this Agreement, and shall distribute all amounts not required to be retained for such purposes to the Beneficiaries as promptly as reasonably practicable in accordance with the Plan and this Agreement.

2.7 Acceptance by Trustee. The Trustee accepts its appointment as Trustee of the Trust.

ARTICLE III

ADMINISTRATION OF TRUST

3.1 Rights, Powers, and Privileges of Trustee Generally. Except as otherwise provided in this Agreement, the Plan, or the Confirmation Order, as of the date that the UCC Settlement Proceeds are transferred to the Trust and become Trust Assets, the Trustee on behalf of the Trust may control and exercise authority over the Trust Assets, over the acquisition, management and disposition thereof, and over the management and conduct of the affairs of the Trust. In administering the Trust Assets, the Trustee shall endeavor not to unduly prolong the Trust's duration, with due regard that undue haste in the administration of the Trust Assets may fail to maximize value for the benefit of the Beneficiaries and otherwise be imprudent and not in the best interests of the Beneficiaries.

3.2 Power to Contract. In furtherance of the purpose of the Trust, and except as otherwise specifically restricted in the Plan, Confirmation Order, or this Agreement, the Trustee shall have the right and power on behalf of the Trust, and also may cause the Trust, to enter into any covenants or agreements binding the Trust, and to execute, acknowledge and deliver any and

all instruments that are necessary or deemed by the Trustee to be consistent with and advisable in furthering the purpose of the Trust.

3.3 Ultimate Right to Act Based on Advice of Counsel or Other Professionals. Nothing in this Agreement shall be deemed to prevent the Trustee from taking or refraining to take any action on behalf of the Trust that, based upon the advice of counsel or other professionals, the Trustee determines it is obligated to take or to refrain from taking in the performance of any duty that the Trustee may owe the Beneficiaries or any other Person under the Plan, Confirmation Order, or this Agreement, unless otherwise specifically limited or restricted by the Plan or this Agreement.

3.4 Powers of Trustee. Without limiting the generality of the above Section 3.1, in addition to the powers granted in the Plan, the Trustee shall have the power to take the following actions on behalf of the Trust and any powers reasonably incidental thereto that the Trustee, in its reasonable discretion, deems necessary or appropriate to fulfill the purpose of the Trust, unless otherwise specifically limited or restricted by the Plan or this Agreement:

3.4.1 hold legal title to the Trust Assets and to any and all rights of the Debtors (or Reorganized Debtors as applicable) and the Beneficiaries in or arising from the Trust Assets;

3.4.2 receive, maintain, conserve, supervise, prosecute, collect, settle, manage, adjust, invest, protect, enforce and where appropriate, cause the Trust to abandon the Trust Assets, including causing the Trust to invest any moneys held as Trust Assets in accordance with the terms of Section 3.6 hereof;

3.4.3 open and maintain bank accounts on behalf of or in the name of the Trust;

3.4.4 cause the Trust to enter into any agreement or execute any document or instrument required by or consistent with the Plan, the Confirmation Order, or this Agreement, and to perform all obligations thereunder;

3.4.5 collect and liquidate all Trust Assets, including the sale of any Trust Assets;

3.4.6 protect and enforce the rights to the Trust Assets vested in the Trust and Trustee by this Agreement by any method deemed appropriate, including, without limitation, by judicial proceedings or otherwise;

3.4.7 review, reconcile, compromise, settle, or object to General Unsecured Claims of any kind, and cause the Trust to seek the examination of any Person pursuant to Federal Rule of Bankruptcy Procedure 2004;

3.4.8 cause the Trust to employ or retain professionals, a Distribution Agent, and other agents, independent contractors and third parties pursuant to this Agreement and pay the reasonable compensation thereof;

3.4.9 cause the Trust to pay all of its lawful expenses, debts, charges, taxes and other liabilities (including any taxes imposed on any DOF), and make all other payments relating to the Trust Assets, solely out of Trust Assets;

3.4.10 cause the Trust to review, reconcile, prosecute, enforce, collect, compromise, settle, abandon or elect not to pursue all Disputed General Unsecured Claims pursuant to the terms of the Plan and this Agreement;

3.4.11 calculate, authorize and make all distributions to the Holders of Allowed 3L Notes Claims and Allowed General Unsecured Claims as provided for in, or contemplated by, the Plan and this Agreement;

3.4.12 establish, adjust, and maintain a reserve for Disputed General Unsecured Claims (the "Disputed Claims Reserve");

3.4.13 cause the Trust to withhold from the amount distributable to any Person the maximum amount needed to pay any tax or other charge that the Trustee has determined, based

upon the advice of its agents and/or professionals, may be required to be withheld from such distribution under the income tax or other laws of the United States or of any state or political subdivision thereof;

3.4.14 in reliance upon the Debtors' schedules of assets and liabilities and statements of financial affairs (collectively, as may be amended or supplemented from time to time, the "Schedules") and the official Claims Register maintained in these chapter 11 cases, review, and where appropriate, cause the Trust to allow or object to General Unsecured Claims, and, supervise and administer the Trust's commencement, prosecution, settlement, compromise, withdrawal or resolution of all objections to Disputed General Unsecured Claims required to be administered by the Trust;

3.4.15 in reliance upon the Debtors' Schedules and the Claims Register maintained in these chapter 11 cases, maintain a register evidencing the Trust Interest herein held by each Beneficiary and, in accordance with Section 3.7 of this Agreement, such register may be the official Claims Register maintained in these chapter 11 cases;

3.4.16 cause the Trust to make all tax withholdings, file tax information returns, file and prosecute tax refund claims, make tax elections by and on behalf of the Trust, and file tax returns for the Trust as a grantor trust under IRC sections 671-679 and Treasury Regulations section 1.671-4 pursuant to and in accordance with the Plan and Article VII hereof, and pay taxes, if any, payable for and on behalf of the Trust, *provided, however*, that nothing contained herein shall provide the Trustee with authority or responsibility to file any tax returns for the Debtors' (or Reorganized Debtors') estates, nor shall the Trust or the Trustee have any responsibility or liability in any capacity whatsoever for the filing of Debtors' (or Reorganized Debtors') income tax returns for any period either prior to or after the Effective Date;

3.4.17 cause the Trust to abandon or donate to a qualified section 501(c)(3) of the Tax Code charitable organization any Trust Assets that the Trustee determines to be too impractical to distribute to Beneficiaries or of inconsequential value to the Trust and Beneficiaries;

3.4.18 cause the Trust to send annually to Beneficiaries, in accordance with the tax laws, a separate statement stating a Beneficiary's interest in the Trust and its share of the Trust's income, gain, loss, deduction or credit, and to instruct all such Beneficiaries to report such items on their federal tax returns;

3.4.19 cause the Trust to seek an expedited determination of tax liability or refund under section 505 of the Bankruptcy Code for all tax returns filed for, or on behalf of, the Trust for all taxable periods through the termination of the Trust;

3.4.20 cause the Trust to establish such reserves for taxes, assessments and other expenses of administration of the Trust as may be necessary and appropriate for the proper operation of matters incident to the Trust;

3.4.21 cause the Trust to purchase and carry all insurance policies that the Trustee deems reasonably necessary or advisable and to pay all associated insurance premiums and costs;

3.4.22 undertake all administrative functions of the Trust, including overseeing the winding down and termination of the Trust;

3.4.23 exercise, implement, enforce, and discharge all of the applicable and relevant terms, conditions, powers, duties, and other provisions of the Plan, the Confirmation Order, and this Agreement, as applicable; and

3.4.24 take all other actions consistent with the provisions of the Plan and this Agreement that the Trustee deems reasonably necessary or desirable to administer the Trust.

3.5 Abandonment. Notwithstanding the foregoing, if, in the Trustee's reasonable judgment, any Trust Asset cannot be sold in a commercially reasonable manner or the Trustee believes in good faith that such property has inconsequential value to the Trust or its Beneficiaries, the Trustee shall have the right to cause the Trust to abandon or otherwise dispose of such property, including by donation of such property to a qualified section 501(c)(3) of the Tax Code charitable organization.

3.6 Responsibility for Administration of Claims. From and after the Effective Date, the Trust shall become responsible for administering and paying distributions to the Holders of Allowed 3L Notes Claims and Allowed General Unsecured Claims. The Trust, acting by and through the Trustee, shall have the exclusive right to object to the allowance of any General Unsecured Claim on any ground, to file, withdraw or litigate to judgment objections to General Unsecured Claims, to settle or compromise any Disputed General Unsecured Claims without any further notice to or action, order or approval by the Bankruptcy Court, and to assert all defenses of the Debtors and their Estates.⁴ The Trust, acting by and through the Trustee, shall also be entitled to assert all of the Debtors' and the Estates rights under, with respect to matters arising out of or relating to the Trust Assets or the Trust, section 558 of the Bankruptcy Code, and may seek estimation of any Claims under and subject to section 502(c) of the Bankruptcy Code.

3.7 Agents and Professionals. The Trustee may, but shall not be required to, consult with and retain attorneys, financial advisors, accountants, appraisers, and other professionals the Trustee believes have qualifications necessary to assist in the administration of the Trust, including professionals previously retained by the Debtors or the Creditors' Committee. For the avoidance of doubt, and without limitation of applicable law, nothing in this Agreement shall limit the Trustee

⁴ For the avoidance of doubt, nothing in this Agreement restricts the ability of the Debtors to object to Claims that are not General Unsecured Claims.

from engaging counsel or other professionals, including the Trustee itself or the Trustee's firm or their affiliates, to do work for the Trust. The Trustee may pay the reasonable salaries, fees and expenses of such Persons out of the Trust Assets in the ordinary course of business.

3.8 Safekeeping and Investment of Trust Assets. All moneys and other assets received by the Trustee shall, until distributed or paid over as provided herein and in the Plan, be held in trust for the benefit of the Beneficiaries, but need not be segregated in separate accounts from other Trust Assets, unless and to the extent required by law or the Plan. Neither the Trust nor the Trustee shall have any liability for interest or producing income on any moneys received by them and held for distribution on account of Allowed 3L Notes Claims and Allowed General Unsecured Claims or payment to the Beneficiaries except as such interest shall actually be received by the Trust or Trustee, which shall be distributed as provided in the Plan. Except as otherwise provided by the Plan, the powers of the Trustee to invest any moneys held by the Trust, other than those powers reasonably necessary to maintain the value of the assets and to further the Trust's liquidating purpose, shall be limited to powers to invest in demand and time deposits, such as short-term certificates of deposit, in banks or other savings institutions, or other temporary liquid investments, such as treasury bills; *provided, however*, that the scope of permissible investments shall be limited to include only those investments that a liquidating trust, within the meaning of Treasury Regulations section 301.7701-4(d), may be permitted to hold pursuant to the Treasury Regulations, or any IRS guidelines (including Revenue Procedure 94-45), whether set forth in IRS rulings, IRS pronouncements, or otherwise. For the avoidance of doubt, the provisions of section 11-2.3 of the Estates, Powers, and Trusts Law of New York shall not apply to this Agreement. Notwithstanding the foregoing, the Trustee shall not be prohibited from engaging in any trade or business on its

own account, provided that such activity does not interfere or conflict with the Trustee's administration of the Trust.

3.9 Maintenance and Disposition of Trust and Debtor Records. The Trustee shall maintain accurate records of the administration of Trust Assets, including receipts and disbursements and other activity of the Trust. The Trust may, but has no obligation to, engage a claims agent (including, but not limited to, the Claims Agent) to continue to maintain and update the Claims Register maintained in the Chapter 11 Cases throughout the administration of the Trust. To the extent of any 3L Notes Claims or General Unsecured Claims reflected thereon, the Claims Register may serve as the Trustee's register of Trust Interests held by Beneficiaries. The books and records maintained by the Trustee and any records of the Debtors transferred to the Trust may be disposed of by the Trustee at the later of (i) such time as the Trustee determines that the continued possession or maintenance of such books and records is no longer necessary for the benefit of the Trust or its Beneficiaries and (ii) upon the termination and completion of the winding down or dissolution of the Trust.

3.10 No Bond Required; Procurement of Insurance. Notwithstanding any state or other applicable law to the contrary, the Trustee (including any successor Trustee) shall be exempt from giving any bond or other security in any jurisdiction and shall serve hereunder without bond. The Trustee is hereby authorized, but not required, to obtain all reasonable insurance coverage for itself, its agents, representatives, employees or independent contractors, including, without limitation, coverage with respect to the liabilities, duties and obligations of the Trustee and its agents, representatives, employees or independent contractors under this Agreement. The cost of any such insurance coverage shall be an expense of the Trust and paid out of Trust Assets.

ARTICLE IV

DISTRIBUTIONS

4.1 Distribution and Reserve of Trust Assets. Following the transfer of Trust Assets to the Trust, the Trustee shall make continuing efforts on behalf of the Trust to collect, liquidate, and distribute all Trust Assets, subject to the reserves deemed necessary by the Trustee pursuant to this Agreement.

4.1.1 Distributions. The Trustee shall cause the Trust to make distributions of its net income (if any) plus all net proceeds from the sale of assets (if any), at least annually, to the Holders of Allowed 3L Notes Claims and Allowed General Unsecured Claims, except the Trust may retain an amount of net income and other Trust Assets reasonably necessary to maintain the value of the Trust Assets or to meet expenses, claims and contingent liabilities of the Trust and Trustee, and retention of such amount may preclude distributions to Holders of Allowed 3L Notes Claims and Allowed General Unsecured Claims.

4.1.2 Reserves; Pooling of Reserved Funds. Before any distribution can be made, the Trustee shall, in its reasonable discretion, establish, supplement, and maintain a reserve in an amount sufficient to meet any and all expenses and liabilities of the Trust, including attorneys' fees and expenses and the fees and expenses of other professionals. In accordance with Section 3.4.12 of this Agreement, the Trust may also maintain as necessary the Disputed Claims Reserve with respect to Disputed General Unsecured Claims required to be administered by the Trust. For the avoidance of doubt, the Trustee may withhold any distribution pending the Trust's determination of whether to object to any General Unsecured Claim. Any such withheld distribution shall become part of the Disputed Claims Reserve and shall be distributed to the appropriate Holder of an Allowed General Unsecured Claim no later than the first distribution date after a decision is made not to object to the pertinent General Unsecured Claim or the General

Unsecured Claim becomes Allowed. The Trustee need not maintain any of the Trust's reserves in segregated bank accounts and may pool funds in the reserves with each other and other funds of the Trust; *provided, however*, that the Trust shall treat all such reserved funds as being held in a segregated manner in its books and records.

4.1.3 Distributions Net of Reserves and Costs. Distributions shall be made net of reserves in accordance with the Plan and this Agreement, and also net of the actual and reasonable costs of making the distributions.

4.1.4 Right to Rely on Professionals. Without limitation of the generality of Section 6.6 of this Agreement, in determining the amount of any distribution or reserves, the Trustee may rely and shall be fully protected in relying on the advice and opinion of the Trust's financial advisors, accountants, or other professionals.

4.2 Method and Timing of Distributions. Distributions to Holders of Allowed 3L Notes Claims and Allowed General Unsecured Claims will be made from the Trust in accordance with the terms of the Plan and this Agreement; *provided* that no disbursement or distribution shall be made from the Trust until after there has been a final determination of the amount of the UCC Settlement Proceeds (which shall be equal to the UCC Settlement Consideration minus the UCC Settlement Deduction), which determination shall not occur until such point in time as final amounts have been determined in respect of (i) the Ad Hoc Unsecured Noteholder Group Expenses, (ii) the 3L/Unsecured Notes Trustee Expenses, (iii) the Committee Member Expenses, and (iv) Allowed Professional Fee Claims of the Professionals retained by the Committee (each as defined in the Plan). The Trust may engage disbursing agents and other Persons to assist in making distributions.

4.3 Withholding from Distributions. The Trustee, in its discretion, may cause the Trust to withhold from amounts distributable from the Trust to any Beneficiary any and all amounts as may be sufficient to pay the maximum amount of any tax or other charge that has been or might be assessed or imposed by any law, regulation, rule, ruling, directive, or other governmental requirement on such Beneficiary or the Trust with respect to the amount to be distributed to such Beneficiary. The Trustee shall determine such maximum amount to be withheld by the Trust in its sole, reasonable discretion and shall cause the Trust to distribute to the Beneficiary any excess amount withheld. All amounts properly withheld or deducted from distributions to the Beneficiary as required by applicable law and paid over to the applicable taxing authority for the account of such Beneficiary shall be treated as part of the Distribution to such Beneficiary. To the extent that the operation of the Trust or the liquidation of the Trust Assets creates a tax liability imposed on the Trust, the Trust shall timely pay such tax liability and any such payment shall be considered a cost and expense of the operation of the Trust payable without Bankruptcy Court order.

4.4 IRS Forms. The Trustee may require any Holder of a 3L Notes Claim or General Unsecured Claim to complete the appropriate IRS Form W-8 or IRS Form W-9 as a prerequisite to receiving any distribution under the Plan or this Agreement. If a Holder of a 3L Notes Claim or General Unsecured Claim does not provide to the Trustee within ninety (90) days of written request with all documentation, that in the Trustee's reasonable business judgment, is necessary to determine that all tax withholding and reporting requirement for such Allowed 3L Notes Claim or Allowed General Unsecured Claim, including a IRS Form W-8 or IRS Form W-9, the distribution on such Allowed 3L Notes Claim or Allowed General Unsecured Claim shall be deemed disallowed and expunged in its entirety and the funds shall become Trust Assets and redistributed

to the other Holders of Allowed 3L Notes Claims or Allowed General Unsecured Claims in accordance with the terms of the Plan and this Agreement.

4.5 Unclaimed and Undeliverable Distributions. Unclaimed property, together with any distributions to Holders of Allowed 3L Notes Claim and Allowed General Unsecured Claims returned as undeliverable, such shall be held by the Trustee in an unclaimed property reserve (the “Unclaimed Property Reserve”) for a period of ninety (90) days and may be released by the Trustee prior to the expiration of the ninety (90) days if presentation of proper proof by such holder of its entitlement thereto is presented to the Trustee. After the expiration of the ninety (90) days, the respective Holders of Allowed 3L Notes Claims or Allowed General Unsecured Claims otherwise entitled to such unclaimed property shall cease to be entitled thereto and shall be entitled to no further distributions under the Plan or this Agreement, and (a) such Allowed 3L Notes Claims or Allowed General Unsecured Claims shall be deemed disallowed and expunged in their entirety; (b) the funds in respect of such unclaimed property shall become Trust Assets and shall revert to the Trust for all purposes including, but not limited to, for distribution to other Holders of Allowed 3L Notes Claims or Allowed General Unsecured Claims in accordance with the terms of the Plan, Confirmation Order and this Agreement, automatically and without any need for further order of the Bankruptcy Court; and (c) the corresponding Trust Interest of any Beneficiary holding a disallowed 3L Notes Claim or General Unsecured Claim shall be deemed cancelled. Any such funds that revert to the Trust hereunder shall not be subject to the escheat, abandonment or unclaimed property laws of any federal, state, provincial or local government authority.

4.6 No Responsibility to Attempt to Locate Beneficiaries. If a distribution is returned to the Trust as undeliverable, or otherwise remains unclaimed, no further distribution shall be made to such Beneficiary unless and until the Beneficiary notifies the Trustee of such Beneficiary’s

then-current address and taxpayer identification number. The Trustee may, in its sole discretion, attempt to determine a Beneficiary's current address or otherwise locate such Holder, but nothing in this Agreement or the Plan shall require the Trustee to do so.

4.6.1 Inapplicability of Escheat, Abandoned or Unclaimed Property Laws.

Unclaimed property held by the Trust shall not be subject to the escheat, abandoned or unclaimed property laws of the United States, or any state, provincial or local governmental unit.

4.7 Request for Reissuance. Distribution checks shall be null and void if not negotiated within ninety (90) days after the date of issuance thereof. Distribution checks not cashed within such ninety-day period shall be treated as unclaimed property that has been held in the Unclaimed Property Reserve as set forth above in Section 4.5 of this Agreement. Requests for reissuance of any check shall be made in writing directly to the Trustee by the Beneficiary that was originally issued such check. All such requests shall be made promptly and in time for the check to be reissued and cashed before the funds for the checks become unrestricted Trust Assets under Section 4.5 of this Agreement. The Beneficiary shall bear all the risk that, and shall indemnify and hold the Trust and Trustee harmless against any loss that may arise if, the Trustee does not reissue a check promptly after receiving a request for its reissuance.

4.8 Conflicting Claims. If any conflicting claims or demands are made or asserted with respect to the Trust Interest of a Beneficiary, or if there is any disagreement between the assignees, transferees, heirs, representatives or legatees succeeding to all or a part of such an interest resulting in adverse claims or demands being made in connection with such interest, then, in any of such events, the Trustee shall be entitled, in its sole discretion, to refuse to comply with any such conflicting claims or demands.

4.8.1 The Trustee may elect to cause the Trust to make no payment or distribution with respect to the Trust Interest subject to the conflicting claims or demand, or any part thereof, and to refer such conflicting claims or demands to the Bankruptcy Court, which shall have continuing jurisdiction over resolution of such conflicting claims or demands. Neither the Trust nor the Trustee shall be or become liable to any of such parties for their refusal to comply with any such conflicting claims or demands, nor shall the Trust or Trustee be liable for interest on any funds which may be so withheld.

4.8.2 The Trustee shall be entitled to refuse to act until either (i) the rights of the adverse claimants have been adjudicated by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction adjudicating the matter; or (ii) all differences have been resolved by a valid written agreement among all such parties to the satisfaction of the Trustee, which agreement shall include a complete release of the Trust and Trustee. Until the Trustee receives written notice that one of the conditions of the preceding sentence is met, the Trustee may deem and treat as the absolute owner under this Agreement of the Trust Interest in the Trust the Beneficiary identified as the owner of that interest in the books and records maintained by the Trustee. The Trustee may deem and treat such Beneficiary as the absolute owner for purposes of receiving distributions and any payments on account thereof for federal and state income tax purposes, and for all other purposes whatsoever.

4.9 In acting or refraining from acting under and in accordance with this Agreement, the Trustee shall be fully protected and incur no liability to any purported claimant or any other Person pursuant to Article VI of this Agreement.

4.10 Priority of Expenses of Trust. The Trust must pay all of its expenses before making any distributions in respect of any Allowed 3L Notes Claim or Allowed General Unsecured Claim.

ARTICLE V

BENEFICIARIES

5.1 Interest Beneficial Only. The ownership of a Trust Interest shall not entitle any Beneficiary or the Debtors to any title in or to the Trust Assets or to any right to call for a partition or division of such assets or to require an accounting.

5.2 Ownership of Beneficial Interests Hereunder. Each Beneficiary shall own a Trust Interest herein which shall, subject to Section 4.1 of this Agreement and subject to the Plan, be entitled to a distribution in the amounts, and at the times, set forth in the Plan.

5.3 Evidence of Beneficial Interest. Ownership of a Trust Interest in the Trust Assets shall not be evidenced by any certificate, security, or receipt or in any other form or manner whatsoever, except as maintained on the books and records of the Trust by the Trustee.

5.4 No Right to Accounting. Neither the Beneficiaries nor their successors, assigns, creditors, nor any other Person shall have any right to an accounting by the Trustee, and the Trustee shall not be obligated to provide any accounting to any Person. Nothing in this Agreement is intended to require the Trustee at any time or for any purpose to file any accounting or seek approval of any court with respect to the administration of the Trust or as a condition for making any advance, payment, or distribution out of proceeds of Trust Assets.

5.5 No Standing. Except as expressly provided in this Agreement, a Beneficiary shall not have standing to direct or to seek to direct the Trust or Trustee to do or not to do any act or to institute any action or proceeding at law or in equity against any Person upon or with respect to the Trust Assets.

5.6 Requirement of Undertaking. The Trustee may request the Bankruptcy Court to require, in any suit for the enforcement of any right or remedy under this Agreement, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant

in such suit of an undertaking to pay the costs of such suit, including reasonable attorneys' fees, against any party litigant in such suit; *provided, however*, that the provisions of this Section 5.6 shall not apply to any suit by the Trustee.

5.7 Limitation on Transferability. It is understood and agreed that the Trust Interests shall be non-transferable and non-assignable during the term of this Agreement except by operation of law. An assignment by operation of law shall not be effective until appropriate notification and proof thereof is submitted to the Trustee, and the Trustee may continue to cause the Trust to pay all amounts to or for the benefit of the assigning Beneficiaries until receipt of proper notification and proof of assignment by operation of law. The Trustee may rely upon such proof without the requirement of any further investigation.

5.8 Exemption from Registration. The rights of the Beneficiaries arising under this Agreement may be deemed "securities" under applicable law. However, such rights have not been defined as "securities" under the Plan because (i) the parties hereto intend that such rights shall not be securities and (ii) if the rights arising under this Agreement in favor of the Beneficiaries are deemed to be "securities," the exemption from registration under section 1145 of the Bankruptcy Code is intended to be applicable to such securities. No party to this Agreement shall make a contrary or different contention.

5.9 Delivery of Distributions. Subject to the terms of this Agreement, the Trustee shall cause the Trust to make distributions to Beneficiaries in the manner provided in the Plan or in this Agreement.

ARTICLE VI

THIRD PARTY RIGHTS AND LIMITATION OF LIABILITY

6.1 Parties Dealing With the Trustee. In the absence of actual knowledge to the contrary, any Person dealing with the Trust or the Trustee shall be entitled to rely on the authority

of the Trustee or any of the Trustee's agents to act in connection with the Trust Assets. There is no obligation of any Person dealing with the Trustee to inquire into the validity or expediency or propriety of any transaction by the Trustee or any agent of the Trustee.

6.2 Limitation of Trustee Liability. In exercising the rights granted herein, the Trustee shall exercise the Trustee's reasonable best judgment, to the end that the affairs of the Trust shall be properly managed and the interests of all of the Beneficiaries safeguarded. However, notwithstanding anything herein to the contrary, neither the Trustee nor any of its respective firms, companies, affiliates, partners, officers, directors, members, employees, designees, professionals, advisors, attorneys, representatives, Distribution Agent or other disbursing agents, or agents, and any of such Person's successors and assigns, shall incur any responsibility or liability by reason of any error of law or fact or of any matter or thing done or suffered or omitted to be done under or in connection with this Agreement, whether sounding in tort, contract, or otherwise, except for fraud, gross negligence, or willful misconduct that is found by a Final Order of a court of competent jurisdiction (not subject to further appeal or review) to be the direct and primary cause of loss, liability, damage, or expense suffered by the Trust. In no event shall the Trustee be liable for indirect, punitive, special, incidental or consequential damage or loss (including but not limited to lost profits) whatsoever, even if the Trustee has been informed of the likelihood of such loss or damages and regardless of the form of action. Without limiting the foregoing, the Trustee shall be entitled to the benefits of the limitation of liability and exculpation provisions set forth in the Plan and the Trustee shall be entitled to the benefits of the limitation of liability and exculpation provisions set forth in the Confirmation Order.

6.3 No Liability for Acts of Other Persons. None of the Persons identified in the immediately preceding Section 6.2 of this Agreement shall be liable for the act or omission of any other Person identified in that section.

6.4 Limitation of Debtors' Liability. The Debtors or their respective successors shall have no liabilities or obligations to the Beneficiaries, the Trust, or the Trustee (each in its capacity as such), other than the liabilities and obligations expressly contemplated by the Plan.

6.5 Without limiting the foregoing, the Trustee shall be entitled to the benefits of the limitation of liability and exculpation provisions set forth in the Plan and the Trustee shall be entitled to the benefits of the limitation of liability and exculpation provisions set forth in the Confirmation Order.

6.6 No Liability for Acts of Predecessors. No successor Trustee shall be in any way responsible for the acts or omissions of any Trustee in office prior to the date on which such successor becomes the Trustee, unless a successor Trustee expressly assumes such responsibility.

6.7 No Liability for Good Faith Error of Judgment. The Trustee shall not be liable for any error of judgment made in good faith, unless it shall be finally determined by a Final Order of a court of competent jurisdiction (not subject to further appeal or review) that the Trustee was grossly negligent in ascertaining the pertinent facts.

6.8 Reliance by Trustee on Documents and Advice of Counsel or Other Persons. Except as otherwise provided herein, the Trustee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties. The Trustee also may engage and consult with its respective legal

counsel and other agents and advisors, and shall not be liable for any action taken, omitted, or suffered in reliance upon the advice of such counsel, agents, or advisors.

6.9 No Liability For Acts Approved by Bankruptcy Court. The Trustee shall have the right at any time to seek instructions from the Bankruptcy Court concerning the administration or disposition of the Trust and 3L Notes Claims and the General Unsecured Claims required to be administered by the Trust. The Trustee shall not be liable for any act or omission that has been approved by the Bankruptcy Court, and all such actions or omissions shall conclusively be deemed not to constitute fraud, gross negligence, or willful misconduct.

6.10 No Personal Obligation for Trust Liabilities. Persons dealing with the Trustee shall have recourse only to the Trust Assets to satisfy any liability incurred by the Trustee to any such Person in carrying out the terms of this Agreement, and the Trustee shall have no personal, individual obligation to satisfy any such liability.

6.11 Indemnification. The Trustee and each of its respective accountants, agents, assigns, attorneys, bankers, consultants, directors, employees, executors, financial advisors, investment bankers, real estate brokers, transfer agents, independent contractors, managers, members, officers, partners, predecessors, principals, professional persons, representatives, affiliate, employer and successors (each, an “Indemnified Party”) shall be indemnified for, and defended and held harmless against, by the Trust and solely from the Trust Assets, any loss, liability, damage, judgment, fine, penalty, claim, demand, settlement, cost, or expense (including the reasonable fees and expenses of their respective professionals) actually incurred without gross negligence, willful misconduct, or fraud on the part of the applicable Indemnified Party (which gross negligence, willful misconduct, or fraud, if any, must be determined by a Final Order of a court of competent jurisdiction) for any action taken, suffered, or omitted to be taken

by the Indemnified Parties in connection with the acceptance, administration, exercise, and performance of their duties under the Plan or this Agreement, as applicable if the applicable Indemnified Party acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interest of the Trust or its Beneficiaries. An act or omission taken with the approval of the Bankruptcy Court, and not inconsistent therewith, will be conclusively deemed not to constitute gross negligence, willful misconduct, or fraud. The amounts necessary for the indemnification provided in this Section 6.11 (including, but not limited to, any costs and expenses incurred in enforcing the right of indemnification in this Section 6.11) shall be paid by the Trustee out of the Trust Assets. The Trustee shall not be personally liable for the payment of any Trust expense or claim or other liability of the Trust, and no Person shall look to the Trustee personally for the payment of any such expense or liability. The indemnification provided in this Section 6.11 shall survive the death, dissolution, incapacity, resignation or removal of the Trustee, Indemnified Party or the termination of the Trust, and shall inure to the benefit of each Indemnified Party's heirs and assigns.

6.11.1 Expense of Trust; Limitation on Source of Payment of Indemnification.

All indemnification liabilities of the Trust under this Section 6.9 shall be expenses of the Trust. The amounts necessary for such indemnification and reimbursement shall be paid by the Trust out of the available Trust Assets after reserving for all actual and anticipated expenses and liabilities of the Trust. The Trustee shall not be personally liable for the payment of any Trust expense or claim or other liability of the Trust, and no Person shall look to the Trustee or other Indemnified Parties personally for the payment of any such expense or liability.

6.11.2 Procedure for Current Payment of Indemnified Expenses; Undertaking to

Repay. The Trust shall reasonably promptly pay an Indemnified Party all amounts subject to

indemnification under this Section 6.9 on submission of invoices for such amounts by the Indemnified Party. By accepting any indemnification payment, the Indemnified Party undertakes to repay such amount promptly if it is determined that the Indemnified Party is not entitled to be indemnified under this Agreement. The Bankruptcy Court shall hear and finally determine any dispute arising out of this Section 6.11.

6.12 No Implied Obligations. The Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be read into this Agreement against the Trustee.

6.13 Confirmation of Survival of Provisions. Without limitation in any way of any provision of this Agreement, the provisions of this Article VI shall survive the death, dissolution, liquidation, incapacity, resignation, replacement, or removal, as may be applicable, of the Trustee, or the termination of the Trust or this Agreement, and shall inure to the benefit of the Trustee's and the Indemnified Parties' heirs and assigns.

ARTICLE VII

TAX MATTERS

7.1 Tax Treatment of Trust. Pursuant to and in accordance with the Plan, for all federal income tax purposes, the Debtors, the Beneficiaries, the Trustee and the Trust shall treat the Trust as a liquidating trust within the meaning of Treasury Regulations Section 301.7701-4(d) and Revenue Procedure 94-45 and transfer of the UCC Settlement Proceeds to the Trust shall be treated as a transfer of the UCC Settlement Proceeds (other than to the extent the UCC Settlement Proceeds are allocable to Disputed General Unsecured Claims) by the Debtors to the Beneficiaries in satisfaction of their Allowed 3L Notes Claims and Allowed General Unsecured Claims, followed by a transfer of the UCC Settlement Proceeds (other than to the extent the UCC Settlement Proceeds are allocable to Disputed General Unsecured Claims) by the Beneficiaries to

the Trust in exchange for their pro rata Trust Interest. The Beneficiaries shall be treated as the grantors and deemed owners of the Trust Assets (other than to the extent the Trust Assets are allocable to Disputed General Unsecured Claims) for federal income tax purposes.

7.2 Annual Reporting and Filing Requirements. Pursuant to and in accordance with the terms of the Plan and this Agreement, the Trustee shall file tax returns for the Trust as a grantor trust pursuant to Treasury Regulations section 1.671-4(a). In addition, the Trustee shall file in a timely manner for the Trust such other tax returns, including any state and local tax returns, as are required by applicable law and pay any taxes shown as due thereon. The Trust's items of taxable income, gain, loss, deduction, and/or credit (other than such items in respect of any Trust Assets allocable to Disputed General Unsecured Claims) will be allocated to the Beneficiaries in accordance with their relative ownership of Trust Interests. Within a reasonable time following the end of the taxable year, the Trust shall send to each Beneficiary a separate statement setting forth such Beneficiary's items of income, gain, loss, deduction or credit and will instruct each such Beneficiary to report such items on his/her applicable income tax return.

7.3 Payment of Taxes. The Trust shall be responsible for payment, from the Trust Assets, of any taxes imposed on the Trust (including any taxes imposed on any DOF) or the Trust Assets. In accordance therewith, any taxes imposed on any DOF or its assets will be paid from the Trust Assets.

7.4 Tax Treatment of Reserves for Disputed General Unsecured Claims. The Trustee may, in the Trustee's sole discretion, determine the best way to report for tax purposes with respect to any Disputed Claims Reserve, including filing a tax election to treat any and all Disputed Claims Reserves as a DOF within the meaning of Treasury Regulations section 1.468B-9 for federal income tax purposes rather than to tax such reserve as a part of the Trust. If an election is made

to report any Disputed Claims Reserve as a DOF, (i) all parties (including the Trustee and the Holders of Trust Interests) shall report for U.S. federal, state and local income tax purposes consistently with the foregoing and (ii) the Trust shall comply with all federal and state tax reporting and tax compliance requirements of the DOF, including but not limited to the filing of a separate federal tax return for the DOF and the payment of federal and/or state income tax due.

7.5 Valuation of Trust Assets. As soon as possible after the Effective Date, but in no event later than the due date for timely filing of the Trust's first federal income tax return (taking into account applicable tax filing extensions), the Trustee shall determine the fair market value of the UCC Settlement Proceeds, which shall only occur after there has been a final determination of the amount of the UCC Settlement Proceeds (which shall be equal to the UCC Settlement Consideration minus the UCC Settlement Deduction), which determination shall not occur until such point in time as final amounts have been determined (including in the case of Allowed Professional Fee Claims of the Professionals retained by the Committee, until such point in time as final fee applications have been approved and Allowed) in respect of (i) the Ad Hoc Unsecured Noteholder Group Expenses, (ii) the 3L/Unsecured Notes Trustee Expenses, (iii) the Committee Member Expenses, and (iv) Allowed Professional Fee Claims of the Professionals retained by the Committee (each as defined in the Plan), as of the Effective Date, based on the Trustee's good faith determination and establish appropriate means to apprise the Beneficiaries of such valuation. The valuation shall be used consistently by all parties (including, without limitation, the Debtors or Reorganized Debtors as applicable, the Trust, the Trustee, and the Beneficiaries) for all federal income tax purposes.

ARTICLE VIII

SELECTION, REMOVAL, REPLACEMENT AND COMPENSATION OF TRUSTEE

8.1 Initial Trustee. The Trustee has been selected by the Creditors' Committee and its appointment is effective as of the Effective Date of the Plan. The initial trustee shall be the Trustee.

8.2 Term of Service. The Trustee shall serve until (a) the completion of the administration of the Trust Assets and the Trust, including the winding up of the Trust, in accordance with this Agreement and the Plan; (b) termination and dissolution of the Trust in accordance with the terms of this Agreement and the Plan; or (c) the Trustee's resignation, death, dissolution, incapacity, liquidation or removal. In the event that the Trustee's appointment terminates by reason of resignation, death, dissolution, incapacity, liquidation or removal, the Trustee shall be immediately compensated for all reasonable fees and expenses accrued but unpaid through the effective date of termination, whether or not previously invoiced. The provisions of Article VI of this Agreement shall survive the resignation or removal of any Trustee.

8.3 Removal of Trustee. Any party in interest, on notice and hearing before the Bankruptcy Court, may seek removal of the Trustee for cause. The Bankruptcy Court shall hear and finally determine any dispute arising out of this section.

8.4 Resignation of Trustee. The Trustee may resign at any time on written notice to the U.S. Trustee and Bankruptcy Court. The resignation shall be effective on the later of (a) the date specified in the notice of resignation and (b) the date that is thirty days (30) after the date such notice is filed with the Bankruptcy Court. In the event of a resignation, the resigning Trustee shall file a full and complete accounting of monies and assets received, disbursed, and held during the term of that Trustee.

8.5 Appointment of Successor Trustee. Upon the resignation, death, dissolution, incapacity, liquidation or removal of a Trustee, any party in interest (including, in the case of resignation, the Trustee) may file a motion in the Bankruptcy Court to appoint a successor trustee.

In the event no party in interest seeks the appointment of a successor Trustee, the Bankruptcy Court may do so on its own motion. Any successor Trustee so appointed (a) shall consent to and accept his, her or its appointment as successor Trustee, which may be done by e-mail or through acquiescence in not objecting to a motion for approval of his, her or its appointment as successor Trustee and (b) shall not have any liability or responsibility for the acts or omissions of any predecessor(s). Any successor Trustee may be appointed to serve only on an interim basis.

8.6 Powers and Duties of Successor Trustee. A successor Trustee shall have all the rights, privileges, powers, and duties of his, her or its predecessor under this Agreement, the Plan, and Confirmation Order.

8.7 Trust Continuance. The resignation, death, dissolution, incapacity, liquidation or removal of the Trustee shall not terminate the Trust or revoke any existing agency created pursuant to this Agreement or invalidate any action theretofore taken by the Trustee.

8.8 Compensation of Trustee and Costs of Administration. The Trustee shall receive fair and reasonable compensation for its services in accordance with the terms and conditions of the Plan, which shall be a charge against and paid out of the Trust Assets. All costs, expenses, and obligations incurred by the Trustee (or professionals who may be employed by the Trustee in administering the Trust, in carrying out their other responsibilities under this Agreement, or in any manner connected, incidental, or related thereto) shall be paid by the Trust from the Trust Assets prior to any distribution to Holders of Allowed 3L Notes Claims and Allowed General Unsecured Claims.

8.9 Appointment of Supplemental Trustee. If the Trustee has a conflict or any of the Trust Assets are situated in any state or other jurisdiction in which the Trustee is not qualified to act as trustee, the Trustee shall nominate and appoint a Person duly qualified to act as trustee

(the “Supplemental Trustee”) with respect to such conflict, or in such state or jurisdiction, and require from each such Supplemental Trustee such security as may be designated by the Trustee in its discretion. In the event the Trustee is unwilling or unable to appoint a disinterested Person to act as Supplemental Trustee to handle any such matter, the Bankruptcy Court, on notice and hearing, may do so. The Trustee or the Bankruptcy Court, as applicable, may confer upon such Supplemental Trustee any or all of the rights, powers, privileges and duties of the Trustee hereunder, subject to the conditions and limitations of this Agreement, except as modified or limited by the laws of the applicable state or other jurisdiction (in which case, the laws of the state or other jurisdiction in which such Supplemental Trustee is acting shall prevail to the extent necessary). To the extent the Supplemental Trustee is appointed by the Trustee, the Trustee shall require such Supplemental Trustee to be answerable to the Trustee for all monies, assets and other property that may be received in connection with the administration of all property. The Trustee or the Bankruptcy Court, as applicable, may remove such Supplemental Trustee, with or without cause, and appoint a successor Supplemental Trustee at any time by executing a written instrument declaring such Supplemental Trustee removed from office and specifying the effective date and time of removal.

ARTICLE IX

DURATION OF TRUST

9.1 Duration. Once the Trust becomes effective upon the Effective Date of the Plan, the Trust and this Agreement shall remain and continue in full force and effect until the Trust is terminated.

9.2 Termination on Payment of Trust Expenses and Distribution of Trust Assets. Upon the payment of all costs, expenses, and obligations incurred in connection with administering the Trust, and the distribution of all Trust Assets in accordance with the provisions of the Plan and

this Agreement, the Trust shall terminate and dissolve and the Trustee shall have no further responsibility in connection therewith except as may be required to effectuate such termination under relevant law.

9.3 Termination after Five Years. If the Trust has not been previously terminated and dissolved pursuant to Section 9.2 hereof, no later than five (5) years from the Effective Date (the "Termination Date"), the Trustee shall distribute all of the Trust Assets to the Beneficiaries in accordance with the Plan, and immediately thereafter the Trust shall dissolve and terminate and the Trustee shall have no further responsibility in connection therewith except to the limited extent set forth in section 9.5 of this Agreement; *provided* that the Termination Date may be extended if the Bankruptcy Court, upon motion made by a party in interest within the six (6) month period prior to such fifth (5th) anniversary (and, in the event of further extension, at least six (6) months prior to the end of any extension period), determines that a fixed period extension is necessary to facilitate or complete the recovery on and liquidation of the Trust Assets.

9.4 No Termination by Beneficiaries. The Trust may not be terminated and dissolved at any time by the Beneficiaries.

9.5 Continuance of Trust for Winding Up; Discharge and Release of Trustee. After the termination of the Trust and solely for the purpose of liquidating and winding up the affairs of the Trust, the Trustee shall continue to act as such until its responsibilities have been fully performed. Except as otherwise specifically provided herein, upon the distribution of the Trust Assets including all excess reserves, the Trustee and the Trust's professionals and agents shall be deemed discharged and have no further duties or obligations hereunder. Upon a motion by the Trustee, the Bankruptcy Court may enter an order relieving the Trustee, its employees, professionals, and

agents of any further duties, discharging and releasing the Trustee, its employees, professionals, and agents from all liability related to the Trust, and releasing the Trustee's bond, if any.

ARTICLE X

MISCELLANEOUS

10.1 Cumulative Rights and Remedies. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies under law or in equity.

10.2 Notices. All notices to be given to Beneficiaries may be given by ordinary mail, or may be delivered personally, at the addresses for such Beneficiaries appearing on the books kept by the Trustee. Any notice or other communication which may be or is required to be given, served, or sent to the Trustee shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, or transmitted by hand delivery or facsimile (if receipt is confirmed) addressed as follows:

If to the Trust or Trustee:

Entity Services (SPV), LLC
251 Little Falls Drive
Wilmington, DE 19808
Attn: Michelle A. Dreyer (michelle.dreyer@cscglobal.com)

with a copy to its counsel:

[•]

or to such other address as may from time to time be provided in written notice by the Trustee.

10.2.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to rules governing the conflict of laws.

10.2.2 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

10.2.3 Particular Words. Reference in this Agreement to any Section or Article is, unless otherwise specified, to that such Section or Article under this Agreement. The words “hereof,” “herein,” and similar terms shall refer to this Agreement and not to any particular Section or Article of this Agreement.

10.2.4 Execution. All funds in the Trust shall be deemed *in custodia legis* until such times as the funds have actually been paid to or for the benefit of a Beneficiary, and no Beneficiary or any other Person can execute upon, garnish or attach the Trust Assets or the Trustee in any manner or compel payment from the Trust except by Final Order of the Bankruptcy Court. Payments will be solely governed by the Plan, the Confirmation Order and this Agreement.

10.2.5 Amendment. This Agreement may be amended by written agreement of the Trustee or by order of the Bankruptcy Court; *provided, however*, that such amendment may not be inconsistent with the Plan or the Confirmation Order.

10.2.6 No Waiver. No failure or delay of any party to exercise any right or remedy pursuant to this Agreement shall affect such right or remedy or constitute a waiver thereof.

10.2.7 No Relationship Created. Nothing contained herein shall be construed to cause any relationship created by this Agreement to constitute an association, partnership or joint venture of any kind.

10.2.8 Severability. If any term, provision covenant or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants

and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

10.2.9 Further Assurances. Without limitation of the generality of Section 2.5 of this Agreement, the Parties agree to execute and deliver all such documents and notices and to take all such further actions as may reasonably be required from time to time to carry out the intent and purposes and provide for the full implementation of this Agreement and the pertinent provisions of the Plan and to consummate the transactions contemplated hereby.

10.2.10 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10.2.11 Jurisdiction. The Bankruptcy Court shall have jurisdiction regarding the Debtors, Trust, Trustee, and Trust Assets, including, without limitation, the determination of all disputes arising out of or related to the administration of the Trust. The Bankruptcy Court shall have continuing jurisdiction and venue to hear and finally determine all disputes and related matters among the Parties arising out of or related to this Agreement or the administration of the Trust. The Parties expressly consent to the Bankruptcy Court hearing and exercising such judicial power as is necessary to finally determine all such disputes and matters. If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to these chapter 11 cases, including the matters set forth in this Agreement, the provisions of this Agreement shall have no effect on and shall not control, limit or prohibit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter, and all applicable references in this Agreement to an order

or decision of the Bankruptcy Court shall instead mean an order or decision of such other court of competent jurisdiction.

IN WITNESS WHEREOF, the Parties have or are deemed to have executed this Agreement as of the day and year written above.

WeWork Inc. and Affiliated Debtors

By: _____

Name: _____

Title: _____

Entity Services (SPV), LLC, not individually but solely in its capacity as Trustee under this Agreement

By: _____

Name: _____

Title: _____

Exhibit H-2

UCC Settlement Trustee

“UCC Settlement Trustee” means Entity Services (SPV), LLC, a wholly owned subsidiary of Corporation Service Company, a person designated by the Creditors’ Committee to serve as the trustee and administrator for the UCC Settlement Trust.