

**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

*Co-Counsel for Debtors and  
Debtors in Possession*

**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*

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

In re:

WEWORK INC., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 23-19865 (JKS)

(Jointly Administered)

**NOTICE OF FILING SECOND AMENDED 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]; (b) conditionally approving the *Third Amended Disclosure Statement Relating to the Third Amended Joint Chapter 11 Plan of Reorganization of WeWork 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.

<sup>1</sup> 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.

**PLEASE TAKE FURTHER NOTICE THAT** on May 17, 2024, the Debtors filed the *Notice of Filing Plan Supplement for the Third Amended Joint Chapter 11 Plan of Reorganization of WeWork Inc. and Its Debtor Subsidiaries* [Docket No. 1954] (the “Plan Supplement”).

**PLEASE TAKE FURTHER NOTICE THAT** on May 23, 2024, the Debtors filed the *Third Amended Joint Chapter 11 Plan of Reorganization of WeWork Inc. and Its Debtor Subsidiaries (Technical Modifications)* [Docket No. 1982] (as amended, supplemented, or otherwise modified from time to time, the “Plan”).<sup>2</sup>

**PLEASE TAKE FURTHER NOTICE THAT** on May 26, 2024, the Debtors filed the *Notice of Filing First Amended Plan Supplement for the Third Amended Joint Chapter 11 Plan of Reorganization of WeWork Inc. and Its Debtor Subsidiaries* [Docket No. 1997] (the “First Amended Plan Supplement”).

**PLEASE TAKE FURTHER NOTICE THAT** the Debtors hereby file this amendment to the Plan Supplement (this “Second Amended Plan Supplement”) in support of the Plan.

**PLEASE TAKE FURTHER NOTICE THAT** the Second Amended Plan Supplement includes current drafts of the following documents (certain of which remain subject to ongoing negotiations pursuant to the terms of the Plan):

|                     |   |
|---------------------|---|
| <b>Exhibit B</b>    | Draft Schedule of Assumed and Rejected Executory Contracts and Unexpired Leases                 |
| <b>Exhibit B-1</b>  | Draft Schedule of Rejected Executory Contracts and Unexpired Leases                             |
| <b>Exhibit B-1a</b> | Redline to Previously Filed Draft Schedule of Rejected Executory Contracts and Unexpired Leases |
| <b>Exhibit B-2</b>  | Draft Schedule of Assumed Executory Contracts and Unexpired Leases                              |
| <b>Exhibit B-2a</b> | Redline to Previously Filed Draft Schedule of Assumed Executory Contracts and Unexpired Leases  |
| <b>Exhibit C</b>    | Exit LC Facility Documents  |
| <b>Exhibit D</b>    | Forms of the New Corporate Governance Documents   |
| <b>Exhibit D-2</b>  | Form of the New Certificate of Incorporation  |
| <b>Exhibit D-2a</b> | Redline to Previously Filed Form of the New Certificate of Incorporation                        |
| <b>Exhibit D-3</b>  | Form of the New Bylaws  |
| <b>Exhibit D-3a</b> | Redline to Previously Filed Form of the New Bylaws  |
| <b>Exhibit D-4</b>  | Form of the New Stockholders Agreement  |
| <b>Exhibit D-5</b>  | Form of the Registration Rights Agreement   |
| <b>Exhibit D-5a</b> | Redline to Previously Filed Form of the Registration Rights Agreement                           |
| <b>Exhibit E</b>    | Released Parties Exception Schedule   |
| <b>Exhibit F</b>    | Restructuring Transactions Memorandum   |
| <b>Exhibit Fa</b>   | Redline to Previously Filed Restructuring Transactions Memorandum                               |
| <b>Exhibit G</b>    | Schedule of Go-Forward Guaranty Claims  |

**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 Second Amended Plan Supplement and any of the documents contained herein in

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<sup>2</sup> 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.

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 Second Amended Plan Supplement are integral to, and are considered part of, the Plan. If the Plan is approved, the documents contained in the Second Amended 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.

| <i><b>Debtors</b></i>   |   |
|---|---|
| <b>WeWork Inc.</b><br>c/o Epiq Corporate Restructuring, LLC 10300 SW Allen Blvd. Beaverton, OR 97005  |   |
| <i><b>Counsel for the Debtors</b></i>   |   |
| <p><b>Kirkland &amp; Ellis LLP</b><br/>601 Lexington Avenue<br/>New York, New York 10022<br/>Attn: Steven N. Serajeddini, P.C., Ciara Foster,<br/>Oliver Paré<br/><br/>-and-<br/><br/>333West Wolf Point Plaza<br/>Chicago, IL 60654<br/>Attn: Connor Casas</p> | <p><b>Cole Schotz, P.C.</b><br/>Court Plaza North, 25 Main Street<br/>Hackensack, New Jersey 07601<br/>Attn: Michael D. Sirota, Esq.; Warren A.<br/>Usatine, Esq.; Felice R. Yudkin, Esq.; Ryan T. Jareck,<br/>Esq.</p> |
| <i><b>Counsel to the Committee</b></i>  |   |
| <p><b>Paul Hastings LLP</b><br/>200 Park Avenue<br/>New York, NY 10166,<br/>Attn: Kris Hansen and Gabe Sasson</p>   |   |
| <i><b>Counsel to the Special Committee of the board of directors of WeWork Inc.</b></i>   |   |
| <p><b>Munger, Tolles &amp; Olson LLP</b><br/>350 South Grand Avenue, 50th Floor<br/>Los Angeles, California 90071-1560<br/>Attn: Thomas Walper and Seth Goldman</p>   |   |
| <i><b>Counsel to Cupar Grimmond, LLC</b></i>  |   |
| <p><b>Cooley LLP</b><br/>55 Hudson Yards<br/>New York, NY 10001<br/>Attn: Michael Klein and Lauren A. Reichardt</p>   |   |

| <i>Counsel to SoftBank Parties</i>   |
|--|
| <b>Weil, Gotshal &amp; Manges LLP</b><br>767 5 <sup>th</sup> Ave<br>New York, New York 10153,<br>Attn: Gabriel A. Morgan, Kevin H. Bostel, and Eric L. Einhorn   |
| -and-  |
| <b>Wollmuth Maher &amp; Deutsch LLP</b><br>500 5 <sup>th</sup> Avenue<br>New York, New York 10110,<br>Attn: Paul R. DeFilippo, James N. Lawlor, Steven S. Fitzgerald, and Joseph F. Pacelli                      |
| <i>Counsel to the Ad Hoc Group</i>   |
| <b>Davis Polk &amp; Wardwell LLP</b><br>450 Lexington Avenue<br>New York, New York 10017<br>Attn: Eli J. Vonnegut, Esq.; Natasha Tsioris, Esq.; and Jonah A. Peppiatt, Esq.                                      |
| -and-  |
| <b>Greenberg Traurig, LLP</b><br>500 Campus Drive<br>Florham Park, New Jersey 10017<br>Attn: Alan J. Brody, Esq.   |
| <i>United States Trustee</i>   |
| <b>Office of the United States Trustee</b><br><b>United States Trustee, Region 3</b><br>One Newark Center, 1085 Raymond Boulevard, Suite 2100<br>Newark, New Jersey 07102<br>Attn: Fran Steele and Peter D'Auria |

**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](mailto: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 30, 2024

*/s/ Michael D. Sirota*

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Michael D. Sirota, Esq.  
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Felice R. Yudkin, Esq.  
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Chapter 11

Case No. 23-19865 (JKS)

(Jointly Administered)

**SECOND AMENDED PLAN SUPPLEMENT  
FOR THE THIRD AMENDED JOINT CHAPTER 11 PLAN OF  
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, 3<sup>rd</sup> 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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Certain documents or portions thereof contained in the Second Amended Plan Supplement<sup>1</sup> remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights to amend, revise, or supplement the Second Amended 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. The Second Amended Plan Supplement shall be deemed incorporated into and part of the Plan as if set forth in the Plan in full.

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<sup>1</sup> 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 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. For the avoidance of doubt, the inclusion or exclusion of an Executory Contract or Unexpired Lease on the schedules that were approved for assumption or rejection by prior order of the Court, or that is listed on a pending assumption or rejection notice that has not yet been approved, is without prejudice to and does not affect such entered order or pending notice. Furthermore, any Unexpired Lease marked with an asterisk is subject to an agreement between the Debtors and the landlord to extend the section 365(d)(4) deadline beyond the earlier of Confirmation and June 3, 2024. The rights of the Debtors are expressly reserved, 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; *provided* that if any document in this Second Amended Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Effective Date, 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.<sup>1</sup> The Debtors reserve all rights, 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 Second Amended 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,<sup>2</sup> 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; (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. 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.<sup>3</sup>

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, 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.

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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, unless otherwise set forth herein, 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).

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 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 vest 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, 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 or not 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 <sup>1</sup>                                    | Rejection Counterparty                      | Counterparty Address   | Scheduled Rejection Date |
|----|---------------------------------|---|---|--|--------------------------|
| 1  | We Work Management LLC          | Services Agreement  | 1Life Healthcare Inc                        | ATTN: Legal Department, One Embarcadero, 19th Floor, San Francisco, CA 94111, UNITED STATES              | 11/7/2023                |
| 2  | WeWork Services LLC             | Services Agreement  | 1Life Healthcare, Inc.                      | 115 W. 18th Street, 4th Floor, New York, NY 10011, UNITED STATES   | 11/7/2023                |
| 3  | We Work Management LLC          | Marketing Agreement   | 1Life 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          | Janitorial Services Agreement dated December 13, 2017                   | ABM Industry Groups LLC                     | One Liberty Plaza, 7th Floor, New York, NY 10006   | 5/31/2024                |
| 6  | WeWork Companies U.S. LLC       | Consulting Agreement  | ABM Industry Groups, LLC                    | One Liberty Plaza, 7th Floor, New York, NY 10006   | 5/31/2024                |
| 7  | We Work Management LLC          | Amended and Restated Janitorial Services Agreement dated March 14, 2018 | ABM Industry Groups, LLC                    | One Liberty Plaza, 7th Floor, New York, NY 10006   | 5/31/2024                |
| 8  | 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                |
| 9  | 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                |
| 10 | Common Desk Operations LLC      | Unexpired Lease   | ADMIRAL 2R ACQUISITIONS LLC                 | Attn: Andrew Stone, 52 Vanderbilt Avenue, Suite 1000, New York, NY 10017                                 | TBD                      |
| 11 | We Work Management LLC          | Master Service Agreement  | Andrade Cleaning Services                   | 6214 Ocean Jasper Dr., Bakersfield, CA 93313, UNITED STATES  | 11/7/2023                |
| 12 | Common Desk Operations LLC      | Unexpired Lease   | AP The Hill Owner, LLC                      | 8041 Walnut Hill Lane, Dallas, TX, 75231 United States   | TBD                      |
| 13 | WW BuildCo LLC                  | Construction Agreement  | Apex Facility Resources, Inc.               | 20219 87th Avenue S, Kent, WA 98031, UNITED STATES   | 11/7/2023                |
| 14 | We Work Management LLC          | Consulting Agreement  | Argate                                      | G1-11, I.T. Park, M.I.A., Rajasthan, INDIA   | 11/7/2023                |
| 15 | We Work Management LLC          | Purchase and Sale Agreement   | Avalara, Inc.                               | 255 South King Street, Suite 1200, Seattle, WA 98104   | 4/25/2024                |
| 16 | WeWork Canada LP ULC            | Services Agreement  | Beer Worx Inc                               | 5826 Burbank Road, SE Calgary, AB T2H 1Z3, CANADA  | 11/7/2023                |
| 17 | We Work Management LLC          | Services Agreement  | Burpy, Inc                                  | 20115 Falcon Chase Court, Spring, TX 77379, UNITED STATES  | 11/7/2023                |
| 18 | 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                |
| 19 | We Work Management LLC          | Services Agreement  | Compass Group USA, INC.                     | 2400 Yorkmont Road, Charlotte, NC 28217, UNITED STATES   | 6/10/2024                |
| 20 | 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                |
| 21 | 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                |
| 22 | The We Company MC LLC           | Amended and Restated Asset Purchase Agreement                           | Core Fabrication Corp.                      | 500 Old Country Road, Garden City, New York 11530  | 11/7/2023                |
| 23 | We Work Management LLC          | Master Service Agreement  | Core Fabrication Corp.                      | 500 Old Country Road, Garden City, New York 11530  | 11/7/2023                |
| 24 | The We Company MC LLC           | Assignment and Assumption Agreement                                     | Core Fabrication Corp.                      | 500 Old Country Road, Garden City, New York 11530  | 11/7/2023                |
| 25 | The We Company MC LLC           | Assignment of Specified Agreements and Intellectual Property Agreement  | Core Fabrication Corp.                      | 500 Old Country Road, Garden City, New York 11530  | 11/7/2023                |
| 26 | The We Company MC LLC           | Security Agreement  | Core Fabrication Corp.                      | 500 Old Country Road, Garden City, New York 11530  | 11/7/2023                |
| 27 | Common Desk Operations LLC      | Unexpired Lease   | Crabtree Terrace Holdings, LLC              | Attn: Brian Adams, 1201 Wilson Blvd, Suite 2310, Arlington, VA 22209                                     | TBD                      |
| 28 | We Work Management LLC          | Services Agreement  | Craft Beer Cellar                           | Attn: Suzanne Schalow, 51 Leonard Street, Belmont, MA 02478, UNITED STATES                               | 11/7/2023                |
| 29 | We Work Management LLC          | Services Agreement  | Data2Logistics, LLC                         | 12631 Westlinks Drive, Fort Myers, FL 33913-8627, UNITED STATES  | 11/7/2023                |
| 30 | 110 Wall Manager LLC            | Master Service Agreement  | Delta Connects, Inc.                        | 10 Centre Drive, Monroe, NJ 08831, UNITED STATES   | 11/7/2023                |
| 31 | 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                |
| 32 | 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                |
| 33 | 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                      |
| 34 | 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                      |
| 35 | We Work Management LLC          | WeWork Software Services Rider  | EcoVadis Inc.                               | 60 Broad Street, Suite #2406, New York, NY, 10004  | 5/31/2024                |
| 36 | We Work Management LLC          | General Terms and Conditions  | EcoVadis Inc.                               | 60 Broad Street, Suite #2406, New York, NY, 10004  | 5/31/2024                |
| 37 | We Work Management LLC          | Settlement Agreement and Release  | Elite Glass Fabrication LLC                 | 10 Basin Drive, Suite 120, Kearny, NJ 07032  | 11/7/2023                |

| #  | Debtor Legal Entity             | Contract to be Rejected <sup>1</sup>             | Rejection Counterparty            | Counterparty Address  | Scheduled Rejection Date |
|----|---------------------------------|--|-----------------------------------|---|--------------------------|
| 38 | We Work Management LLC          | Consulting Agreement                             | Enterprise Engineering, Inc.      | 1 State Street Plaza, 10th Floor, New York, NY 10004, UNITED STATES   | 11/7/2023                |
| 39 | We Work Management LLC          | Professional Services Statement of Work          | Experian Marketing Solutions, LLC | 475 Anton Blvd, Costa Mesa, CA 92626  | 11/7/2023                |
| 40 | We Work Management LLC          | Order Form and Change Order                      | Experian Marketing Solutions, LLC | 475 Anton Blvd, Costa Mesa, CA 92626  | 11/7/2023                |
| 41 | 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                |
| 42 | 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                |
| 43 | Common Desk Operations LLC      | Unexpired Lease                                  | Hall 3201 Coworking LLC           | Attn: Larry Harris, 2323 Ross Avenue, Suite 200, Dallas, TX 75201   | TBD                      |
| 44 | 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                |
| 45 | WeWork Canada LP ULC            | Services Agreement                               | Hoochy 'Booch Kombucha Inc.       | 400 Industrial Avenue, Vancouver, BC V6A 2P3, CANADA  | 11/7/2023                |
| 46 | WeWork Companies U.S. LLC       | Consulting Agreement                             | Inbar Edut                        | <a href="mailto:inbaredu@gmail.com">inbaredu@gmail.com</a>  | 11/7/2023                |
| 47 | We Work Management LLC          | Consulting Agreement                             | Inbar Edut                        | <a href="mailto:inbaredu@gmail.com">inbaredu@gmail.com</a>  | 11/7/2023                |
| 48 | We Work Management LLC          | Consulting Agreement                             | Inbar Edut                        | <a href="mailto:inbaredu@gmail.com">inbaredu@gmail.com</a>  | 11/7/2023                |
| 49 | 3003 Woodbridge Ave Tenant LLC  | Assignment and Assumption of Lease with Consent  | Iron Mountain Data Centers, LLC   | One Federal Street, 7th Floor, Boston, MA 02110   | 11/7/2023                |
| 50 | 3003 Woodbridge Ave Tenant LLC  | Office / Warehouse Lease                         | Iron Mountain Data Centers, LLC   | One Federal Street, 7th Floor, Boston, MA 02110   | 11/7/2023                |
| 51 | 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                |
| 52 | We Work Management LLC          | Services Agreement                               | Jumio Corporation                 | 268 Lambert Avenue, Palo Alto, CA 94306, UNITED STATES  | 11/7/2023                |
| 53 | We Work Management LLC          | Consulting Agreement                             | KBA Lease Services, Inc.          | 1000 U.S. Highway 9, Woodbridge, NJ 07095, UNITED STATES  | 11/7/2023                |
| 54 | 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                |
| 55 | We Work Management LLC          | Consulting Agreement                             | Lagarsoft SRL                     | Juan M. Espinosa 1386, Montevideo, URUGUAY  | 11/7/2023                |
| 56 | 28 WEST 44TH STREET HQ LLC      | Telecom Contract (28 West 44th Street)           | LightPath Technologies, Inc.      | 1111 Stewart Avenue Bethpage, NY 11714, United States   | 11/7/2023                |
| 57 | 183 MADISON AVENUE Q LLC        | Telecom Contract (183 Madison Avenue)            | LightPath Technologies, Inc.      | 1111 Stewart Avenue Bethpage, NY 11714, United States   | 11/7/2023                |
| 58 | 606 BROADWAY TENANT LLC         | Telecom Contract (140 Crosby St)                 | LightPath Technologies, Inc.      | 1111 Stewart Avenue Bethpage, NY 11714, United States   | 11/7/2023                |
| 59 | 16 EAST 34TH STREET TENANT LLC  | Telecom Contract (16 East 34th Street)           | LightPath Technologies, Inc.      | 1111 Stewart Avenue Bethpage, NY 11714, United States   | 4/30/2024                |
| 60 | 980 6TH AVENUE TENANT LLC       | Telecom Contract (980 6th Avenue)                | LightPath Technologies, Inc.      | 1111 Stewart Avenue Bethpage, NY 11714, United States   | 11/10/2023               |
| 61 | 125 WEST 25TH STREET TENANT LLC | Telecom Contract (125 West 25th Street)          | LightPath Technologies, Inc.      | 1111 Stewart Avenue Bethpage, NY 11714, United States   | 5/2/2024                 |
| 62 | 214 WEST 29TH STREET TENANT LLC | Telecom Contract (214 W 29th Street)             | LightPath Technologies, Inc.      | 1111 Stewart Avenue Bethpage, NY 11714, United States   | 2/2/2024                 |
| 63 | 8 W 40TH STREET TENANT LLC      | Telecom Contract (8 W 40th St Fl 2)              | LightPath Technologies, Inc.      | 1111 Stewart Avenue Bethpage, NY 11714, United States   | 11/7/2023                |
| 64 | 599 BROADWAY TENANT LLC         | Telecom Contract (599 Broadway Fl 6)             | LightPath Technologies, Inc.      | 1111 Stewart Avenue Bethpage, NY 11714, United States   | 11/7/2023                |
| 65 | 483 BROADWAY TENANT LLC         | Telecom Contract (483 Broadway)                  | LightPath Technologies, Inc.      | 1111 Stewart Avenue Bethpage, NY 11714, United States   | 11/7/2023                |
| 66 | 1156 6TH AVENUE TENANT LLC      | Telecom Contract (1156 6th Avenue)               | LightPath Technologies, Inc.      | 1111 Stewart Avenue Bethpage, NY 11714, United States   | 11/7/2023                |
| 67 | 130 MADISON AVENUE TENANT LLC   | Telecom Contract (130 Madison Avenue)            | LightPath Technologies, Inc.      | 1111 Stewart Avenue Bethpage, NY 11714, United States   | 11/14/2023               |
| 68 | 1 UNION SQUARE WEST HQ LLC      | Telecom Contract (1 Union Square West)           | LightPath Technologies, Inc.      | 1111 Stewart Avenue Bethpage, NY 11714, United States   | 11/7/2023                |
| 69 | 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                |
| 70 | 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                 |
| 71 | We Work Management LLC          | Service Contractor Agreement                     | Metropolitan Cleaning, LLC        | 142 W 57th Street; 15th Floor, New York, NY 10019; Attn: Kyle Bunce   | 4/18/2024                |
| 72 | 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                |
| 73 | 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                |
| 74 | We Work Management LLC          | Master Service Agreement                         | Nurturing Expressions, LLC        | 14900 Interurban Ave S, Ste 201, Tukwila, WA 98168, UNITED STATES   | 11/7/2023                |
| 75 | 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                |

| #   | Debtor Legal Entity                            | Contract to be Rejected <sup>1</sup>                            | Rejection Counterparty  | Counterparty Address  | Scheduled Rejection Date |
|-----|--|---|---|---|--------------------------|
| 76  | 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                |
| 77  | 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                |
| 78  | 1333 NEW HAMPSHIRE AVENUE NORTHWEST TENANT LLC | Telecom Contract (1333 New Hampshire Ave NW)                    | RCN Corporation   | 650 College Rd E Ste 3100, Princeton, NJ 08540 United States  | 5/31/2024                |
| 79  | 10 EAST 38TH STREET TENANT LLC                 | Telecom Contract (10 East 38th Street)                          | RCN Corporation   | 650 College Rd E Ste 3100, Princeton, NJ 08540 United States  | 11/7/2023                |
| 80  | 44 EAST 30TH STREET HQ LLC                     | Telecom Contract (44 East 30th Street)                          | RCN Corporation   | 650 College Rd E Ste 3100, Princeton, NJ 08540 United States  | 11/7/2023                |
| 81  | 437 MADISON AVENUE TENANT LLC                  | Telecom Contract (437 Madison Avenue)                           | RCN Corporation   | 650 College Rd E Ste 3100, Princeton, NJ 08540 United States  | 11/7/2023                |
| 82  | 214 WEST 29TH STREET TENANT LLC                | Telecom Contract (214 W 29th Street)                            | RCN Corporation   | 650 College Rd E Ste 3100, Princeton, NJ 08540 United States  | 2/2/2024                 |
| 83  | 1410 BROADWAY TENANT LLC                       | Telecom Contract (1410 Broadway)                                | RCN Corporation   | 650 College Rd E Ste 3100, Princeton, NJ 08540 United States  | 11/7/2023                |
| 84  | 7 WEST 18TH STREET TENANT LLC                  | Telecom Contract (7 West 18th Street)                           | RCN Corporation   | 650 College Rd E Ste 3100, Princeton, NJ 08540 United States  | 11/7/2023                |
| 85  | 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                |
| 86  | 45 West 18th Street Tenant LLC                 | General Obligations Agreement                                   | RXR 620 TENANT LLC  | 28 LIBERTY STREET, NEW YORK, NY, 10005  | 4/11/2024                |
| 87  | 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                |
| 88  | 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                |
| 89  | We Work Management LLC                         | Marketing Agreement   | Tampon Tribe  | 929 Colorado Avenue, Santa Monica, CA 90401, UNITED STATES  | 11/7/2023                |
| 90  | We Work Management LLC                         | Pricing Agreement   | Tampon Tribe  | ATTN: Jennifer Eden, 929 Colorado Avenue, Santa Monica, CA 90401, UNITED STATES                           | 11/7/2023                |
| 91  | WW BuildCo LLC                                 | Master Service Agreement  | TeamLNX LLP   | 9900 E. 51st Avenue, Denver, CO 80238, UNITED STATES  | 11/7/2023                |
| 92  | 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                |
| 93  | 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                |
| 94  | 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                |
| 95  | 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                |
| 96  | 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                |
| 97  | 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                |
| 98  | WW BuildCo LLC                                 | Consulting Agreement  | VIRSIG LLC  | 48-02 25th Avenue, #305, Astoria, NY 11103, UNITED STATES   | 11/7/2023                |
| 99  | We Work Management LLC                         | Data Processing Agreement                                       | VIRSIG LLC  | 95 Seaview Blvd, Suite 201, Port Washington, NY 11050, UNITED STATES                                      | 11/7/2023                |
| 100 | We Work Management LLC                         | Purchase and Sale Agreement                                     | VIRSIG LLC  | 95 Seaview Blvd, Suite 201, Port Washington, NY 11050, UNITED STATES                                      | 11/7/2023                |
| 101 | We Work Management LLC                         | Rental Agreement  | Wizard Studios North Inc  | 305 Ten Eyck Street, Brooklyn, NY 11206, UNITED STATES  | 11/7/2023                |
| 102 | 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                |
| 103 | We Work Management LLC                         | Services Agreement  | Wizard Studios North, Inc.  | 305 Ten Eyck Street, Brooklyn, NY 11206, UNITED STATES  | 11/7/2023                |
| 104 | 3365 PIEDMONT ROAD TENANT LLC                  | Telecom Contract (3340 Peachtree Rd NE)                         | Zayo Group, LLC   | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | 11/7/2023                |
| 105 | 1115 HOWELL MILL ROAD TENANT LLC               | Telecom Contract (1115 Howell Mill Rd)                          | Zayo Group, LLC   | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | 12/31/2023               |
| 106 | 200 BERKELEY STREET TENANT LLC                 | Telecom Contract (200 Berkeley)                                 | Zayo Group, LLC   | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | 1/31/2024                |
| 107 | 125 S CLARK STREET TENANT LLC                  | Telecom Contract (125 S Clark Street)                           | Zayo Group, LLC   | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | 11/7/2023                |
| 108 | 1333 NEW HAMPSHIRE AVENUE NORTHWEST TENANT LLC | Telecom Contract (1333 New Hampshire Ave NW)                    | Zayo Group, LLC   | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | 5/31/2024                |
| 109 | 2420 17TH STREET TENANT LLC                    | Telecom Contract (2420 17th St)                                 | Zayo Group, LLC   | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | 11/7/2023                |
| 110 | WW 555 WEST 5TH STREET LLC                     | Telecom Contract (555 West 5th Street)                          | Zayo Group, LLC   | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | 2/29/2024                |
| 111 | 10 EAST 40TH STREET HQ LLC                     | Telecom Contract (10 East 40th Street)                          | Zayo Group, LLC   | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | 11/7/2023                |
| 112 | WW 115 W 18TH STREET LLC                       | Telecom Contract (115 W 18th St)                                | Zayo Group, LLC   | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | 1/30/2024                |
| 113 | 205 HUDSON STREET TENANT LLC                   | Telecom Contract (205 Hudson St)                                | Zayo Group, LLC   | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | 11/7/2023                |

| #   | Debtor Legal Entity                 | Contract to be Rejected <sup>1</sup>                    | Rejection Counterparty | Counterparty Address  | Scheduled Rejection Date |
|-----|-------------------------------------|---|------------------------|---|--------------------------|
| 114 | 880 3RD AVE TENANT LLC              | Telecom Contract (880 3rd Ave Fl 12)                    | Zayo Group, LLC        | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States | 11/30/2023               |
| 115 | 35 EAST 21ST STREET HQ LLC          | Telecom Contract (35 E 21st St)                         | Zayo Group, LLC        | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States | 11/7/2023                |
| 116 | 29 WEST 30TH STREET TENANT LLC      | Telecom Contract 1 (29 West 30th Street)                | Zayo Group, LLC        | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States | 11/7/2023                |
| 117 | 29 WEST 30TH STREET TENANT LLC      | Telecom Contract 2 (29 West 30th Street)                | Zayo Group, LLC        | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States | 11/7/2023                |
| 118 | 920 SW 6TH AVENUE TENANT LLC        | Telecom Contract (920 Southwest 6th Avenue)             | Zayo Group, LLC        | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States | 1/26/2024                |
| 119 | 101 NORTH 1ST AVENUE TENANT LLC     | Telecom Contract (101 North 1st Avenue)                 | Zayo Group, LLC        | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States | 11/7/2023                |
| 120 | 1730 MINOR AVENUE TENANT LLC        | Telecom Contract 1 (1730 Minor Ave)                     | Zayo Group, LLC        | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States | 11/7/2023                |
| 121 | 1730 MINOR AVENUE TENANT LLC        | Telecom Contract 2 (1730 Minor Ave)                     | Zayo Group, LLC        | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States | 11/7/2023                |
| 122 | 401 SAN ANTONIO ROAD TENANT LLC     | Telecom Contract (401 San Antonio Road)                 | Zayo Group, LLC        | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States | 11/7/2023                |
| 123 | 75 E SANTA CLARA STREET TENANT LLC  | Telecom Contract 1 (75 East Santa Clara St)             | Zayo Group, LLC        | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States | 4/30/2024                |
| 124 | 75 E SANTA CLARA STREET TENANT LLC  | Telecom Contract 2 (75 East Santa Clara St)             | Zayo Group, LLC        | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States | 4/30/2024                |
| 125 | 1557 WEST INNOVATION WAY TENANT LLC | Telecom Contract (1557 W. Innovation Way)               | Zayo Group, LLC        | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States | 1/31/2024                |
| 126 | 250 E 200 S TENANT LLC              | Telecom Contract (250 East 200 South)                   | Zayo Group, LLC        | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States | 3/30/2024                |
| 127 | WeWork Canada LP ULC                | Telecom Contract 1 (176 Yonge Street)                   | Zayo Group, LLC        | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States | 12/31/2023               |
| 128 | WeWork Canada LP ULC                | Telecom Contract 2 (176 Yonge Street)                   | Zayo Group, LLC        | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States | 12/31/2023               |
| 129 | WeWork Canada LP ULC                | Telecom Contract (292 Adelaide Street West)             | Zayo Group, LLC        | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States | 11/7/2023                |
| 130 | WeWork Canada LP ULC                | Telecom Contract (48 Yonge Street, Toronto, ON M5E 1G6) | Zayo Group, LLC        | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States | 12/16/2023               |
| 131 | 22 CORTLANDT STREET HQ LLC          | Telecom Contract (22 Cortland Street)                   | Zayo Group, LLC        | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States | 11/7/2023                |
| 132 | 1619 BROADWAY TENANT LLC            | Telecom Contract (1619 Broadway)                        | Zayo Group, LLC        | 1805 29th Street, Suite 2050, Boulder, CO 80301 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<br>Long Island City, NY<br>11101           | LIC Site B-1 Owner, L.L.C.                               | 45 Rockefeller Plaza,<br>New York, NY, 10111   | 5/31/2024                | Miscellaneous Furniture,<br>Fixtures and/or Equipment | Holders of the Company's secured<br>funded debt |
| 2  | Unexpired Lease            | 725 Ponce De Leon Ave NE Tenant LLC        | 725 Ponce De Leon Ave<br>NE<br>Atlanta, GA 30306             | Cousins 725 Ponce LLC                                    | PO Box 198349, Atlanta,<br>GA, 30384-8349  | 5/22/2024                | Miscellaneous Furniture,<br>Fixtures and/or Equipment | Holders of the Company's secured<br>funded debt |
| 3  | Unexpired Lease            | 500 11th Ave North Tenant LLC              | 500 11th Ave North<br>Floor 4<br>Nashville, TN 37203         | Capitol View JV-E, a<br>Tennessee general<br>partnership | 720 East Wisconsin<br>Avenue<br>Milwaukee, WI 53202                                      | 5/31/2024                | Miscellaneous Furniture,<br>Fixtures and/or Equipment | Holders of the Company's secured<br>funded debt |
| 4  | Unexpired Lease            | WW 210 N Green LLC                         | 220 N Green St<br>Chicago, IL 60607                          | Pea Green Owner LLC                                      | 20 N Michigan Ave, Suite<br>400, Chicago, IL, 60602                                      | 6/30/2024                | Miscellaneous Furniture,<br>Fixtures and/or Equipment | Holders of the Company's secured<br>funded debt |
| 5  | Unexpired Lease            | WeWork Canada LP ULC                       | 595 Burrard Street<br>Suite 1600<br>Vancouver, BC V7X 1L3    | BH Centre Head Corp.                                     | 3110 - 1055 Dunsmuir<br>Street, PO Box 49305,<br>Vancouver, British<br>Columbia, V7X 1L3 | 5/31/2024                | Miscellaneous Furniture,<br>Fixtures and/or Equipment | Holders of the Company's secured<br>funded debt |
| 6  | Unexpired Lease            | 609 Greenwich Street Tenant LLC            | 609 Greenwich Street<br>New York, NY 10017                   | LF Greenwich LLC   | 580 Fifth Avenue, 32nd<br>Floor, New York, NY,<br>10036                                  | 6/28/2024                | Miscellaneous Furniture,<br>Fixtures and/or Equipment | Holders of the Company's secured<br>funded debt |
| 7  | Unexpired Lease            | 711 Atlantic Ave Tenant LLC                | 711 Atlantic Avenue<br>WeWork, 6th Floor<br>Boston, MA 02111 | 711 Atlantic Avenue<br>Company, LLC                      | 695 Atlantic Avenue,<br>Boston, MA, 02111  | 5/31/2024                | Miscellaneous Furniture,<br>Fixtures and/or Equipment | Holders of the Company's secured<br>funded debt |
| 8  | Unexpired Lease            | 429 Lenox Ave Tenant LLC                   | 429 Lenox Ave<br>Miami Beach, FL 33139                       | Lenox 429 Avenue Inc.,                                   | 1777 Northeast Loop<br>410, Suite 202, San<br>Antonio, TX, 78217                         | 6/30/2024                | Miscellaneous Furniture,<br>Fixtures and/or Equipment | Holders of the Company's secured<br>funded debt |
| 9  | Unexpired Lease            | 150 4th Ave N Tenant LLC                   | 150 4th Ave N<br>Nashville, TN 37219                         | Unico One Nashville<br>Place LLC                         | 1326 Fifth Avenue, Suite<br>800, Seattle, WA, 98101                                      | 5/31/2024                | Miscellaneous Furniture,<br>Fixtures and/or Equipment | Holders of the Company's secured<br>funded debt |
| 10 | Unexpired Lease            | 1333 New Hampshire Avenue Northwest Tenant | 1333 New Hampshire Ave<br>NW, Washington, DC                 | TMG 1333 New<br>Hampshire Ave, LLC                       | 3 Bethesda Metro Center,<br>Suite 1400, Bethesda,<br>MD, 20814                           | 5/31/2024                | Miscellaneous Furniture,<br>Fixtures and/or Equipment | Holders of the Company's secured<br>funded debt |
| 11 | Unexpired Lease            | 1003 East 4th Place Tenant LLC             | 1003 East 4th Place<br>Los Angeles, CA 90013                 | Hudson 1003 4th Place,<br>LLC                            | 11601 Wilshire<br>Boulevard, Suite 900, Los<br>Angeles, CA, 90025                        | 5/31/2024                | Miscellaneous Furniture,<br>Fixtures and/or Equipment | Holders of the Company's secured<br>funded debt |
| 12 | Unexpired Lease            | 1840 Gateway Dr Tenant LLC                 | 1840 Gateway Dr<br>San Mateo, CA 94404                       | Gateway Property Owner,<br>LLC                           | 65 E 55th Street, 27th<br>Floor, New York, NY,<br>10022                                  | 5/31/2024                | Miscellaneous Furniture,<br>Fixtures and/or Equipment | Holders of the Company's secured<br>funded debt |
| 13 | Unexpired Lease            | 5215 North O'Connor Boulevard Tenant LLC   | 5215 North O'Connor<br>Boulevard<br>Irving, TX 75039         | AGRE Williams Square<br>Holdings, LLC                    | 5221 N. O'Connor Blvd.,<br>Suite 100, Irving, TX,<br>75039                               | 5/31/2024                | Miscellaneous Furniture,<br>Fixtures and/or Equipment | Holders of the Company's secured<br>funded debt |
| 14 | Unexpired Lease            | 12 East 49th Street Tenant LLC             | 12 East 49th Street<br>New York, NY 10017                    | Kato International LLC                                   | Tower 49, 12 East 49th<br>Street, New York, NY,<br>10017                                 | 5/31/2024                | Miscellaneous Furniture,<br>Fixtures and/or Equipment | Holders of the Company's secured<br>funded debt |

**DRAFT - Schedule of Rejected Unexpired Leases**

| <b>#</b> | <b>Title/Description of Lease</b> | <b>Debtor Legal Entity</b> | <b>Property Address</b>            | <b>Landlord / Counterparty</b> | <b>Landlord / Counterparty Address</b>                       | <b>Scheduled Rejection Date</b> | <b>Abandoned Personal Property</b>                 | <b>Third Party Secured Interest</b>          |
|----------|-----------------------------------|----------------------------|------------------------------------|--------------------------------|--|---------------------------------|--|--|
| 15       | Unexpired Lease                   | 11 Park Pl Tenant LLC      | 11 Park Pl<br>New York, NY 10007   | 11 Park Place LLC              | 1114 Avenue of the Americas, 11th Floor, New York, NY, 10036 | 6/30/2024                       | Miscellaneous Furniture, Fixtures and/or Equipment | Holders of the Company's secured funded debt |
| 16       | Unexpired Lease **                | WW 5 W 125th Street LLC    | 5 W 125th St<br>New York, NY 10027 | CA 5-15 West 125th LLC         | 1412 Broadway, New York, NY, 10018                           | 5/31/2024                       | N/A  | Holders of the Company's secured funded debt |

*\*\* Rejecting building lease and entering into management agreement to be assumed on the Schedule of Assumed Executory Contracts. Location will remain open.*

**Exhibit B-1a**

**Redline to Previously Filed Draft Schedule of  
Rejected Executory Contracts and Unexpired Leases**

**Schedule of Rejected Non-Lease Executory Contracts**

| #  | Debtor Legal Entity                       | Contract to be Rejected <sup>1</sup>  | Rejection Counterparty  | Counterparty Address   | Scheduled Rejection       |
|----|---|---|---|--|---------------------------|
|    |   |   |   |  | Date                      |
| 1  | We Work Management LLC                    | Services Agreement  | ILife Healthcare Inc  | ATTN: Legal Department, One Embarcadero, 19th Floor, San Francisco, CA 94111, UNITED STATES                | 11/7/2023                 |
| 2  | WeWork Services LLC                       | Services Agreement  | ILife Healthcare, Inc.  | 115 W. 18th Street, 4th Floor, New York, NY 10011, UNITED STATES   | 11/7/2023                 |
| 3  | We Work Management LLC                    | Marketing Agreement   | ILife 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  | <a href="#">We Work Management LLC</a>    | <a href="#">Janitorial Services Agreement dated December 13, 2017</a>                   | <a href="#">ABM Industry Groups, LLC</a>                                  | <a href="#">One Liberty Plaza, 7th Floor, New York, NY 10006</a>   | <a href="#">5/31/2024</a> |
| 6  | <a href="#">WeWork Companies U.S. LLC</a> | <a href="#">Consulting Agreement</a>  | <a href="#">ABM Industry Groups, LLC</a>                                  | <a href="#">One Liberty Plaza, 7th Floor, New York, NY 10006</a>   | <a href="#">5/31/2024</a> |
| 7  | <a href="#">We Work Management LLC</a>    | <a href="#">Amended and Restated Janitorial Services Agreement dated March 14, 2018</a> | <a href="#">ABM Industry Groups, LLC</a>                                  | <a href="#">One Liberty Plaza, 7th Floor, New York, NY 10006</a>   | <a href="#">5/31/2024</a> |
| 8  | 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                 |
| 9  | 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                 |
| 10 | Common Desk Operations LLC                | Unexpired Lease   | ADMIRAL 2R ACQUISITIONS LLC   | Attn: Andrew Stone, 52 Vanderbilt Avenue, Suite 1000, New York, NY 10017                                   | TBD                       |
| 11 | We Work Management LLC                    | Master Service Agreement  | Andrade Cleaning Services   | 6214 Ocean Jasper Dr., Bakersfield, CA 93313, UNITED STATES  | 11/7/2023                 |
| 12 | Common Desk Operations LLC                | Unexpired Lease   | AP The Hill Owner, LLC  | 8041 Walnut Hill Lane, Dallas, TX, 75231 United States   | TBD                       |
| 13 | WW BuildCo LLC                            | Construction Agreement  | Apex Facility Resources, Inc.   | 20219 87th Avenue S, Kent, WA 98031, UNITED STATES   | 11/7/2023                 |
| 14 | We Work Management LLC                    | Consulting Agreement  | Argate  | GI-11, LT. Park, M.I.A., Rajasthan, INDIA  | 11/7/2023                 |
| 15 | We Work Management LLC                    | Purchase and Sale Agreement   | Avalara, Inc.   | 255 South King Street, Suite 1200, Seattle, WA 98104   | 4/25/2024                 |
| 16 | WeWork Canada LP ULC                      | Services Agreement  | Beer Worx Inc   | 5826 Burbank Road, SE Calgary, AB T2H 1Z3, CANADA  | 11/7/2023                 |
| 17 | We Work Management LLC                    | Services Agreement  | Burdy, Inc  | 20115 Falcon Chase Court, Spring, TX 77379, UNITED STATES  | 11/7/2023                 |
| 18 | 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                 |
| 19 | We Work Management LLC                    | Services Agreement  | Compass Group USA, INC.   | 2400 Yorkmont Road, Charlotte, NC 28217, UNITED STATES   | 6/10/2024                 |
| 20 | <a href="#">WeWork Companies U.S. LLC</a> | <a href="#">Services Agreement</a>  | <a href="#">Conductor Founders Inc. (DBA Conductor LLC)</a>               | <a href="#">2 Park Avenue, 15th Floor, New York, NY 10016, UNITED STATES</a>                               | <a href="#">5/10/2024</a> |
| 21 | 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                 |
| 22 | <a href="#">The We Company MC LLC</a>     | <a href="#">Amended and Restated Asset Purchase Agreement</a>                           | Core Fabrication Corp.  | 500 Old Country Road, Garden City, New York 11530  | 11/7/2023                 |
| 23 | We Work Management LLC                    | Master Service Agreement  | Core Fabrication Corp.  | 500 Old Country Road, Garden City, New York 11530  | 11/7/2023                 |
| 24 | <a href="#">The We Company MC LLC</a>     | <a href="#">Assignment and Assumption Agreement</a>                                     | Core Fabrication Corp.  | 500 Old Country Road, Garden City, New York 11530  | 11/7/2023                 |
| 25 | <a href="#">The We Company MC LLC</a>     | <a href="#">Assignment of Specified Agreements and Intellectual Property Agreement</a>  | Core Fabrication Corp.  | 500 Old Country Road, Garden City, New York 11530  | 11/7/2023                 |
| 26 | <a href="#">The We Company MC LLC</a>     | <a href="#">Security Agreement</a>  | Core Fabrication Corp.  | 500 Old Country Road, Garden City, New York 11530  | 11/7/2023                 |
| 27 | Common Desk Operations LLC                | Unexpired Lease   | Crabtree Terrace Holdings, LLC  | Attn: Brian Adams, 1201 Wilson Blvd, Suite 2310, Arlington, VA 22209                                       | TBD                       |
| 28 | We Work Management LLC                    | Services Agreement  | Craft Beer Cellar   | Attn: Suzanne Schalow, 51 Leonard Street, Belmont, MA 02478, UNITED STATES                                 | 11/7/2023                 |
| 29 | We Work Management LLC                    | Services Agreement  | Data2Logistics, LLC   | 12631 Westlinks Drive, Fort Myers, FL 33913-8627, UNITED STATES  | 11/7/2023                 |
| 30 | 110 Wall Manager LLC                      | Master Service Agreement  | Delta Connects, Inc.  | 10 Centre Drive, Monroe, NJ 08831, UNITED STATES   | 11/7/2023                 |
| 31 | 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                 |
| 32 | 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                 |
| 33 | 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                       |
| 34 | 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                       |
| 35 | We Work Management LLC                    | <a href="#">Settlement Agreement and Release - WeWork Software Services Rider</a>       | <a href="#">Elite Glass Fabrication LLC</a> <a href="#">EcoVadis Inc.</a> | <a href="#">160 Basin Drive, Broad Street, Suite #2406, Kearny, New York, NY 10704-204</a>                 | <a href="#">5/31/2024</a> |
| 36 | We Work Management LLC                    | <a href="#">Consulting Agreement - General Terms and Conditions</a>                     | <a href="#">Enterprise Engineering</a> <a href="#">EcoVadis Inc.</a>      | <a href="#">4 State 60 Broad Street Plaza, 10th Floor, Suite #2406, New York, NY, 10004, UNITED STATES</a> | <a href="#">5/31/2024</a> |

|    |                        |  |   |   |           |
|----|------------------------|--|---|---|-----------|
| 34 | We Work Management LLC | Professional Services Statement of Work          | Experian Marketing Solutions, LLC           | 475 Anton Blvd, Costa Mesa, CA 92626  | 11/7/2023 |
| 35 | We Work Management LLC | Order Form and Change Order                      | Experian Marketing Solutions, LLC           | 475 Anton Blvd, Costa Mesa, CA 92626  | 11/7/2023 |
| 36 | We Work Management LLC | Sponsorship Agreement                            | Hain Coffee Co                              | Attn: David Pierre Louis, Director of Operations, 420 S. Massachusetts St, Seattle, WA 98134, UNITED STATES   | 11/7/2023 |
| 37 | We Work Management LLC | Master Services Settlement Agreement and Release | Hain Coffee Co, Elite Glass Fabrication LLC | Attn: David Pierre Louis, Director of Operations, 420 S. Massachusetts St, Seattle, WA 98134, UNITED STATES 10 Basin Drive, Suite 120, Kearny, NJ 07032 | 11/7/2023 |

| #         | Debtor Legal Entity                     | Contract to be Rejected <sup>1</sup>             | Rejection Counterparty                   | Counterparty Address   | Scheduled Rejection |
|-----------|---|--|--|--|---------------------|
|           |   |  |  |  | Date                |
| <u>38</u> | <u>We Work Management LLC</u>           | <u>Consulting Agreement</u>                      | <u>Enterprise Engineering, Inc.</u>      | <u>1 State Street Plaza, 10th Floor, New York, NY 10004, UNITED STATES</u>   | <u>11/7/2023</u>    |
| <u>39</u> | <u>We Work Management LLC</u>           | <u>Professional Services Statement of Work</u>   | <u>Experian Marketing Solutions, LLC</u> | <u>475 Anton Blvd, Costa Mesa, CA 92626</u>  | <u>11/7/2023</u>    |
| <u>40</u> | <u>We Work Management LLC</u>           | <u>Order Form and Change Order</u>               | <u>Experian Marketing Solutions, LLC</u> | <u>475 Anton Blvd, Costa Mesa, CA 92626</u>  | <u>11/7/2023</u>    |
| <u>41</u> | <u>We Work Management LLC</u>           | <u>Sponsorship Agreement</u>                     | <u>Haiti Coffee Co</u>                   | <u>Attn: David Pierre-Louis, Director of Operations, 420 S. Massachusetts St, Seattle, WA 98134, UNITED STATES</u> | <u>11/7/2023</u>    |
| <u>42</u> | <u>We Work Management LLC</u>           | <u>Master Service Agreement</u>                  | <u>Haiti Coffee Co</u>                   | <u>Attn: David Pierre-Louis, Director of Operations, 420 S. Massachusetts St, Seattle, WA 98134, UNITED STATES</u> | <u>11/7/2023</u>    |
| <u>43</u> | Common Desk Operations LLC              | Unexpired Lease                                  | Hall 3201 Coworking LLC                  | Attn: Larry Harris, 2323 Ross Avenue, Suite 200, Dallas, TX 75201  | TBD                 |
| <u>44</u> | We Work Management LLC                  | Master Service Agreement                         | Harvard Maintenance Inc                  | Attn: Jin Postelnick, General Manager, 135 S LaSalle St, Suite 2650, Chicago, IL 60603, UNITED STATES              | 11/7/2023           |
| <u>45</u> | WeWork Canada LP ULC                    | Services Agreement                               | Hoochy 'Booch Kombucha Inc.              | 400 Industrial Avenue, Vancouver, BC V6A 2P3, CANADA   | 11/7/2023           |
| <u>46</u> | WeWork Companies U.S. LLC               | Consulting Agreement                             | Inbar Edut                               | <u>inbaredu@gmail.com</u>  | <u>11/7/2023</u>    |
| <u>47</u> | We Work Management LLC                  | Consulting Agreement                             | Inbar Edut                               | <u>inbaredu@gmail.com</u>  | <u>11/7/2023</u>    |
| <u>48</u> | We Work Management LLC                  | Consulting Agreement                             | Inbar Edut                               | <u>inbaredu@gmail.com</u>  | <u>11/7/2023</u>    |
| <u>49</u> | 3003 Woodbridge Ave Tenant LLC          | Assignment and Assumption of Lease with Consent  | Iron Mountain Data Centers, LLC          | One Federal Street, 7th Floor, Boston, MA 02110  | 11/7/2023           |
| <u>50</u> | 3003 Woodbridge Ave Tenant LLC          | Office / Warehouse Lease                         | Iron Mountain Data Centers, LLC          | One Federal Street, 7th Floor, Boston, MA 02110  | 11/7/2023           |
| <u>51</u> | 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           |
| <u>52</u> | We Work Management LLC                  | Services Agreement                               | Jumio Corporation                        | 268 Lambert Avenue, Palo Alto, CA 94306, UNITED STATES   | 11/7/2023           |
| <u>53</u> | We Work Management LLC                  | Consulting Agreement                             | KBA Lease Services, Inc.                 | 1000 U.S. Highway 9, Woodbridge, NJ 07095, UNITED STATES   | 11/7/2023           |
| <u>54</u> | 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           |
| <u>55</u> | We Work Management LLC                  | Consulting Agreement                             | Lagarsoft SRL                            | Juan M. Espinosa 1386, Montevideo, URUGUAY   | 11/7/2023           |
| <u>56</u> | <u>28 WEST 44TH STREET HQ LLC</u>       | <u>Telecom Contract (28 West 44th Street)</u>    | <u>LightPath Technologies, Inc.</u>      | <u>1111 Stewart Avenue Bethpage, NY 11714, United States</u>   | <u>11/7/2023</u>    |
| <u>57</u> | <u>183 MADISON AVENUE Q, LLC</u>        | <u>Telecom Contract (183 Madison Avenue)</u>     | <u>LightPath Technologies, Inc.</u>      | <u>1111 Stewart Avenue Bethpage, NY 11714, United States</u>   | <u>11/7/2023</u>    |
| <u>58</u> | <u>606 BROADWAY TENANT LLC</u>          | <u>Telecom Contract (140 Crosby St)</u>          | <u>LightPath Technologies, Inc.</u>      | <u>1111 Stewart Avenue Bethpage, NY 11714, United States</u>   | <u>11/7/2023</u>    |
| <u>59</u> | <u>16 EAST 34TH STREET, TENANT LLC</u>  | <u>Telecom Contract (16 East 34th Street)</u>    | <u>LightPath Technologies, Inc.</u>      | <u>1111 Stewart Avenue Bethpage, NY 11714, United States</u>   | <u>4/30/2024</u>    |
| <u>60</u> | <u>980 6TH AVENUE TENANT LLC</u>        | <u>Telecom Contract (980 6th Avenue)</u>         | <u>LightPath Technologies, Inc.</u>      | <u>1111 Stewart Avenue Bethpage, NY 11714, United States</u>   | <u>11/10/2023</u>   |
| <u>61</u> | <u>125 WEST 25TH STREET, TENANT LLC</u> | <u>Telecom Contract (125 West 25th Street)</u>   | <u>LightPath Technologies, Inc.</u>      | <u>1111 Stewart Avenue Bethpage, NY 11714, United States</u>   | <u>5/2/2024</u>     |
| <u>62</u> | <u>214 WEST 29TH STREET, TENANT LLC</u> | <u>Telecom Contract (214 W 29th Street)</u>      | <u>LightPath Technologies, Inc.</u>      | <u>1111 Stewart Avenue Bethpage, NY 11714, United States</u>   | <u>2/2/2024</u>     |
| <u>63</u> | <u>8 W 40TH STREET TENANT LLC</u>       | <u>Telecom Contract (8 W 40th St Fl 2)</u>       | <u>LightPath Technologies, Inc.</u>      | <u>1111 Stewart Avenue Bethpage, NY 11714, United States</u>   | <u>11/7/2023</u>    |
| <u>64</u> | <u>599 BROADWAY TENANT LLC</u>          | <u>Telecom Contract (599 Broadway Fl 6)</u>      | <u>LightPath Technologies, Inc.</u>      | <u>1111 Stewart Avenue Bethpage, NY 11714, United States</u>   | <u>11/7/2023</u>    |
| <u>65</u> | <u>483 BROADWAY TENANT LLC</u>          | <u>Telecom Contract (483 Broadway)</u>           | <u>LightPath Technologies, Inc.</u>      | <u>1111 Stewart Avenue Bethpage, NY 11714, United States</u>   | <u>11/7/2023</u>    |
| <u>66</u> | <u>1156 6TH AVENUE TENANT LLC</u>       | <u>Telecom Contract (1156 6th Avenue)</u>        | <u>LightPath Technologies, Inc.</u>      | <u>1111 Stewart Avenue Bethpage, NY 11714, United States</u>   | <u>11/7/2023</u>    |
| <u>67</u> | <u>130 MADISON AVENUE TENANT LLC</u>    | <u>Telecom Contract (130 Madison Avenue)</u>     | <u>LightPath Technologies, Inc.</u>      | <u>1111 Stewart Avenue Bethpage, NY 11714, United States</u>   | <u>11/14/2023</u>   |
| <u>68</u> | <u>1 UNION SQUARE WEST HQ LLC</u>       | <u>Telecom Contract (1 Union Square West)</u>    | <u>LightPath Technologies, Inc.</u>      | <u>1111 Stewart Avenue Bethpage, NY 11714, United States</u>   | <u>11/7/2023</u>    |
| <u>69</u> | 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           |
| <u>70</u> | 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            |
| <u>71</u> | We Work Management LLC                  | Service Contractor Agreement                     | Metropolitan Cleaning, LLC               | 142 W 57th Street; 15th Floor, New York, NY 10019; Attn: Kyle Bunce  | 4/18/2024           |
| <u>72</u> | 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           |
| <u>73</u> | 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           |

| #         |                                |   |   |   |           |
|-----------|--------------------------------|---|---|---|-----------|
| 567<br>54 | We Work Management LLC         | Master Service Agreement  | Nurturing Expressions, LLC  | 14900 Internurban Ave S, Ste 201, Tukwila, WA 98168, UNITED STATES  | 11/7/2023 |
| 255       | 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 |
| 58        | 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 |
| 59        | 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 |
| 60        | 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 |
| 61        | 45 West 18th Street Tenant LLC | General Obligations Agreement                                   | RXR 620 TENANT LLC  | 28 LIBERTY STREET, NEW YORK, NY, 10005  | 4/11/2024 |
| 62        | 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 |
| 63        | 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 |
| 64        | We Work Management LLC         | Marketing Agreement   | Tampon Tribe  | 929 Colorado Avenue, Santa Monica, CA 90401, UNITED STATES  | 11/7/2023 |
| 65        | We Work Management LLC         | Pricing Agreement   | Tampon Tribe  | ATTN: Jennifer Eiden, 929 Colorado Avenue, Santa Monica, CA 90401, UNITED STATES                          | 11/7/2023 |
| 66        | WW BuildCo LLC                 | Master Service Agreement  | TeamLinx LLP  | 9900 E. 51st Avenue, Denver, CO 80238, UNITED STATES  | 11/7/2023 |
| 67        | 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 |
| 68        | We Work Management LLC         | Order Form Q 01080903   | Thomson Reuters (Tax and Accounting) Inc                                  | 2395 Midway Rd., Carrollton, TX 75006, UNITED STATES  | 11/7/2023 |
| 69        | 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 |
| 70        | Common Desk Operations LLC     | Vendor Supply Agreements  | TXU Energy Retail Company LLC   | 6555 Sierra Drive I W-1, Irving, TX 75039, UNITED STATES  | 11/7/2023 |
| 71        | Common Desk West 7th, LLC      | Vendor Supply Agreements  | TXU Energy Retail Company LLC   | 6555 Sierra Drive I W-1, Irving, TX 75039, UNITED STATES  | 11/7/2023 |
| 72        | 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 |
| 73        | WW BuildCo LLC                 | Consulting Agreement  | VIRSIG LLC  | 48-02-25th Avenue, #305, Astoria, NY 11103, UNITED STATES   | 11/7/2023 |
| 74        | We Work Management LLC         | Data Processing Agreement                                       | VIRSIG LLC  | 95 Seaview Blvd, Suite 201, Port Washington, NY 11050, UNITED STATES                                      | 11/7/2023 |
| 75        | We Work Management LLC         | Purchase and Sale Agreement                                     | VIRSIG LLC  | 95 Seaview Blvd, Suite 201, Port Washington, NY 11050, UNITED STATES                                      | 11/7/2023 |

| #         | Debtor Legal Entity  | Contract to be Rejected <sup>1</sup>  | Rejection Counterparty   | Counterparty Address   | Scheduled Rejection        |
|-----------|--|---|--|--|----------------------------|
|           |  |   |  |  | Date                       |
| 114       | <a href="#">880 3RD AVE TENANT LLC</a>                             | <a href="#">Telecom Contract (880 3rd Ave Fl12)</a>   | Zayo Group, LLC  | <a href="#">1805 29th Street, Suite 2050, Boulder, CO 80301 United States</a>  | <a href="#">11/30/2023</a> |
| 761<br>15 | <a href="#">We Work Management 35 EAST 21ST STREET HQ LLC</a>      | <a href="#">Rental Agreement</a> <a href="#">Telecom Contract (35 E 21st St)</a>                  | <a href="#">Wizard Studios North Inc</a> <a href="#">Zayo Group, LLC</a> | <a href="#">31805 Ten Eyck 29th Street, Brooklyn, NY Suite 11206-50, UNITED STATES</a> <a href="#">Boulder, CO 80301 United States</a>   | <a href="#">11/7/2023</a>  |
| 771<br>16 | <a href="#">WeWork Companies US 29 WEST 30TH STREET TENANT LLC</a> | <a href="#">Master Service Agreement</a> <a href="#">Telecom Contract 1 (29 West 30th Street)</a> | <a href="#">Wizard Studios North Inc</a> <a href="#">Zayo Group, LLC</a> | <a href="#">Attn: Matthew Samway, President</a> <a href="#">31805 Ten Eyck 29th Street, Brooklyn, NY Suite 11206-50, UNITED STATES</a> <a href="#">Boulder, CO 80301 United States</a> | <a href="#">11/7/2023</a>  |
| 117<br>8  | <a href="#">We Work Management 29 WEST 30TH STREET TENANT LLC</a>  | <a href="#">Services Agreement</a> <a href="#">Telecom Contract 2 (29 West 30th Street)</a>       | <a href="#">Wizard Studios North Inc</a> <a href="#">Zayo Group, LLC</a> | <a href="#">31805 Ten Eyck 29th Street, Brooklyn, NY Suite 11206-50, UNITED STATES</a> <a href="#">Boulder, CO 80301 United States</a>   | <a href="#">11/7/2023</a>  |
| 118       | <a href="#">920 SW 6TH AVENUE TENANT LLC</a>                       | <a href="#">Telecom Contract (920 Southwest 6th Avenue)</a>                                       | Zayo Group, LLC  | <a href="#">1805 29th Street, Suite 2050, Boulder, CO 80301 United States</a>  | <a href="#">1/26/2024</a>  |
| 119       | <a href="#">101 NORTH 1ST AVENUE TENANT LLC</a>                    | <a href="#">Telecom Contract (101 North 1st Avenue)</a>   | Zayo Group, LLC  | <a href="#">1805 29th Street, Suite 2050, Boulder, CO 80301 United States</a>  | <a href="#">11/7/2023</a>  |
| 120       | <a href="#">1730 MINOR AVENUE TENANT LLC</a>                       | <a href="#">Telecom Contract 1 (1730 Minor Ave)</a>   | Zayo Group, LLC  | <a href="#">1805 29th Street, Suite 2050, Boulder, CO 80301 United States</a>  | <a href="#">11/7/2023</a>  |
| 121       | <a href="#">1730 MINOR AVENUE TENANT LLC</a>                       | <a href="#">Telecom Contract 2 (1730 Minor Ave)</a>   | Zayo Group, LLC  | <a href="#">1805 29th Street, Suite 2050, Boulder, CO 80301 United States</a>  | <a href="#">11/7/2023</a>  |
| 122       | <a href="#">401 SAN ANTONIO ROAD TENANT LLC</a>                    | <a href="#">Telecom Contract (401 San Antonio Road)</a>   | Zayo Group, LLC  | <a href="#">1805 29th Street, Suite 2050, Boulder, CO 80301 United States</a>  | <a href="#">11/7/2023</a>  |
| 123       | <a href="#">75 E SANTA CLARA STREET TENANT LLC</a>                 | <a href="#">Telecom Contract 1 (75 East Santa Clara St)</a>                                       | Zayo Group, LLC  | <a href="#">1805 29th Street, Suite 2050, Boulder, CO 80301 United States</a>  | <a href="#">4/30/2024</a>  |
| 124       | <a href="#">75 E SANTA CLARA STREET TENANT LLC</a>                 | <a href="#">Telecom Contract 2 (75 East Santa Clara St)</a>                                       | Zayo Group, LLC  | <a href="#">1805 29th Street, Suite 2050, Boulder, CO 80301 United States</a>  | <a href="#">4/30/2024</a>  |
| 125       | <a href="#">1557 WEST INNOVATION WAY TENANT LLC</a>                | <a href="#">Telecom Contract (1557 W. Innovation Way)</a>   | Zayo Group, LLC  | <a href="#">1805 29th Street, Suite 2050, Boulder, CO 80301 United States</a>  | <a href="#">1/31/2024</a>  |
| 126       | <a href="#">250 E 200 S TENANT LLC</a>                             | <a href="#">Telecom Contract (250 East 200 South)</a>   | Zayo Group, LLC  | <a href="#">1805 29th Street, Suite 2050, Boulder, CO 80301 United States</a>  | <a href="#">3/30/2024</a>  |
| 127       | <a href="#">WeWork Canada LP ULC</a>                               | <a href="#">Telecom Contract 1 (176 Yonge Street)</a>   | Zayo Group, LLC  | <a href="#">1805 29th Street, Suite 2050, Boulder, CO 80301 United States</a>  | <a href="#">12/31/2023</a> |
| 128       | <a href="#">WeWork Canada LP ULC</a>                               | <a href="#">Telecom Contract 2 (176 Yonge Street)</a>   | Zayo Group, LLC  | <a href="#">1805 29th Street, Suite 2050, Boulder, CO 80301 United States</a>  | <a href="#">12/31/2023</a> |
| 129       | <a href="#">WeWork Canada LP ULC</a>                               | <a href="#">Telecom Contract (292 Adelaide Street West)</a>                                       | Zayo Group, LLC  | <a href="#">1805 29th Street, Suite 2050, Boulder, CO 80301 United States</a>  | <a href="#">11/7/2023</a>  |
| 130       | <a href="#">WeWork Canada LP ULC</a>                               | <a href="#">Telecom Contract (48 Yonge Street, Toronto, ON M5E 1G6)</a>                           | Zayo Group, LLC  | <a href="#">1805 29th Street, Suite 2050, Boulder, CO 80301 United States</a>  | <a href="#">12/16/2023</a> |
| 131       | <a href="#">22 CORTLANDT STREET HQ LLC</a>                         | <a href="#">Telecom Contract (22 Cortland Street)</a>   | Zayo Group, LLC  | <a href="#">1805 29th Street, Suite 2050, Boulder, CO 80301 United States</a>  | <a href="#">11/7/2023</a>  |

DRAFT - Schedule of Rejected Unexpired Leases  
DRAFT - Schedule of Rejected Unexpired Leases

| #  | Title/Description of Lease | Debtor Legal Entity                        | Property Address   | Landlord / Counterparty                               | Scheduled  | Abandoned Personal Property | Third Party Secured Interest                          |   |
|----|----------------------------|--|--|---|--|-----------------------------|---|---|
|    | Address                    |  |  |   | Rejection Date   | Property                    |   |   |
| 1  | Unexpired Lease            | One Gotham Center Tenant LLC               | 28-07 Jackson Ave<br>Long Island City, NY<br>11101           | LIC Site B-1 Owner,<br>LLC.                           | 45 Rockefeller Plaza,<br>New York, NY, 10111   | 5/31/2024                   | Miscellaneous Furniture,<br>Fixtures and/or Equipment | Holders of the Company's secured<br>funded debt |
| 2  | Unexpired Lease            | 725 Ponce De Leon Ave NE Tenant LLC        | 725 Ponce De Leon Ave<br>NE<br>Atlanta, GA 30306             | Cousins 725 Ponce LLC                                 | PO Box 198349, Atlanta, GA<br>30384-8349   | 5/31/2024 5/22/2024<br>TBD  | Miscellaneous Furniture,<br>Fixtures and/or Equipment | Holders of the Company's secured<br>funded debt |
| 3  | Unexpired Lease            | 500 11th Ave North Tenant LLC              | 500 11th Ave North<br>Floor 4<br>Nashville, TN 37203         | Capitol View JV-E, a<br>Tennessee general partnership | 720 East Wisconsin<br>Avenue<br>Milwaukee, WI 53202                                      | 5/31/2024                   | Miscellaneous Furniture,<br>Fixtures and/or Equipment | Holders of the Company's secured<br>funded debt |
| 4  | Unexpired Lease            | WW 210 N Green LLC                         | 220 N Green St<br>Chicago, IL 60607                          | Pea Green Owner LLC                                   | 20 N Michigan Ave, Suite 400<br>Chicago, IL, 60602                                       | TBD 6/30/2024               | Miscellaneous Furniture,<br>Fixtures and/or Equipment | Holders of the Company's secured<br>funded debt |
| 5  | Unexpired Lease            | WeWork Canada LP ULC                       | 595 Burrard Street<br>Suite 1600<br>Vancouver, BC V7X 1L3    | BH Centre Head Corp.                                  | 3110 - 1055 Dunsmuir<br>Street, PO Box 49305,<br>Vancouver, British<br>Columbia, V7X 1L3 | 5/31/2024                   | Miscellaneous Furniture,<br>Fixtures and/or Equipment | Holders of the Company's secured<br>funded debt |
| 6  | Unexpired Lease            | 609 Greenwich Street Tenant LLC            | 609 Greenwich Street<br>New York, NY 10017                   | LF Greenwich LLC                                      | 580 Fifth Avenue, 32nd<br>Floor, New York, NY,<br>10036                                  | TBD 6/28/2024               | Miscellaneous Furniture,<br>Fixtures and/or Equipment | Holders of the Company's secured<br>funded debt |
| 7  | Unexpired Lease            | 711 Atlantic Ave Tenant LLC                | 711 Atlantic Avenue<br>WeWork, 6th Floor<br>Boston, MA 02111 | 711 Atlantic Avenue<br>Company, LLC                   | 695 Atlantic Avenue, Boston,<br>MA, 02111  | 5/31/2024                   | Miscellaneous Furniture,<br>Fixtures and/or Equipment | Holders of the Company's secured<br>funded debt |
| 8  | Unexpired Lease            | 429 Lenox Ave Tenant LLC                   | 429 Lenox Ave<br>Miami Beach, FL 33139                       | Lenox 429 Avenue Inc.,                                | 1777 Northeast Loop<br>410, Suite 202- San<br>Antonio, TX, 78217                         | 6/30/2024                   | Miscellaneous Furniture,<br>Fixtures and/or Equipment | Holders of the Company's secured<br>funded debt |
| 9  | Unexpired Lease            | 150 4th Ave N Tenant LLC                   | 150 4th Ave N<br>Nashville, TN 37219                         | Unico One Nashville<br>Place LLC                      | 1326 Fifth Avenue, Suite 800,<br>Seattle, WA, 98101                                      | 5/31/2024                   | Miscellaneous Furniture,<br>Fixtures and/or Equipment | Holders of the Company's secured<br>funded debt |
| 10 | Unexpired Lease            | 1333 New Hampshire Avenue Northwest Tenant | LLC1333 New Hampshire<br>Ave NW, Washington, DC              | TMG 1333 New<br>Hampshire Ave, LLC                    | 3 Bethesda Metro Center,<br>Suite 1400, Bethesda, MD,<br>20814                           | 5/31/2024                   | Miscellaneous Furniture,<br>Fixtures and/or Equipment | Holders of the Company's secured<br>funded debt |
| 11 | Unexpired Lease            | 1003 East 4th Place Tenant LLC             | 1003 East 4th Place Los<br>Angeles, CA 90013                 | Hudson 1003 4th Place, LLC                            | 11601 Wilshire Boulevard,<br>Suite 900, Los Angeles, CA,<br>90025                        | 5/31/2024                   | Miscellaneous Furniture,<br>Fixtures and/or Equipment | Holders of the Company's secured<br>funded debt |
| 12 | Unexpired Lease            | 1840 Gateway Dr Tenant LLC                 | 1840 Gateway Dr San<br>Mateo, CA 94404                       | Gateway Property Owner,<br>LLC                        | 65 E 55th Street, 27th<br>Floor, New York, NY,<br>10022                                  | 5/31/2024                   | Miscellaneous Furniture,<br>Fixtures and/or Equipment | Holders of the Company's secured<br>funded debt |

## DRAFT - Schedule of Rejected Unexpired Leases

| DRAFT - Schedule of Relocated Unexpired Leases |                        |   |   |   |   |                  |   |   |
|--|------------------------|---|---|---|---|------------------|---|---|
|  |                        |   |   |   |   |                  |   |   |
| 13   | <u>Unexpired Lease</u> | <u>5215 North O'Connor Boulevard Tenant LLC</u> | <u>5215 North O'Connor Boulevard<br/>Irving, TX 75039</u> | <u>AGRE Williams Square Holdings, LLC</u> | <u>5221 N. O'Connor Blvd., Suite 100, Irving, TX, 75039</u> | <u>5/31/2024</u> | <u>Miscellaneous Furniture, Fixtures and/or Equipment</u> | <u>Holders of the Company's secured funded debt</u> |
| 14   | <u>Unexpired Lease</u> | <u>12 East 49th Street Tenant LLC</u>           | <u>12 East 49th Street<br/>New York, NY 10017</u>         | <u>Kalo International LLC</u>             | <u>Tower 49, 12 East 49th Street, New York, NY, 10017</u>   | <u>5/31/2024</u> | <u>Miscellaneous Furniture, Fixtures and/or Equipment</u> | <u>Holders of the Company's secured funded debt</u> |

DRAFT - Schedule of Rejected Unexpired Leases

| #  | Title/Description of Lease | Debtor Legal Entity     | Debtor Address                     | Landlord / Counterparty/ Landlord / Counterparty | Scheduled Rejection Date                                     | Abandoned Personal | Third Party Secured Interest                       |  |
|----|----------------------------|-------------------------|------------------------------------|--|--|--------------------|--|--|
|    | <u>Address</u>             |                         |                                    |  |  |                    |  |  |
| 15 | Unexpired Lease            | 11 Park PI Tenant LLC   | 11 Park PI<br>New York, NY 10007   | 11 Park Place LLC                                | 1114 Avenue of the Americas, 11th Floor, New York, NY, 10036 | 6/30/2024          | Miscellaneous Furniture, Fixtures and/or Equipment | Holders of the Company's secured funded debt |
| 16 | Unexpired Lease **         | WW 5 W 125th Street LLC | 5 W 125th St<br>New York, NY 10027 | CA 5-15 West 125th LLC                           | 1412 Broadway, New York, NY, 10018                           | 5/31/2024          | N/A  | Holders of the Company's secured funded debt |

\*\* Rejecting building lease and entering into management agreement to be assumed on the Schedule of Assumed Executory Contracts. Location will remain open.

**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 <sup>1</sup>                 | 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  | 255 S King St Tenant LLC        | Management Services Agreement                       | 255 South King Street Limited Partnership                          | Steinhauer Properties, Inc., 11400 SE 8th St., Suite 230, Bellevue, WA 98004, Attn: Larry Ice with copy to: Seyfarth Shaw, 999 Third Avenue, Suite 4700, Seattle, WA 98104, Attn: Robert Over | New management agreement, replacing lease at this location                  | \$0.00         |
| 5  | 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         |
| 6  | 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         |
| 7  | TBD (Common Desk)               | Unexpired Lease                                     | 650 Main Building LLC  | 1980 Post Oak Blvd., Suite 1900, Houston, Texas 77056 Attn: Brandon Campbell  | None  | \$0.00         |
| 8  | Common Desk Operations LLC      | Unexpired Lease                                     | 7801 Burnet Road LP  | TBD   | None  | \$0.00         |
| 9  | We Work Management LLC          | Software Services Rider                             | 84codes AB   | Torsgatan 26, Stockholm, SWEDEN   | None  | \$0.00         |
| 10 | WeWork Canada LP ULC            | Management Services Agreement for Place Ville Marie | 9145-4090 Quebec Inc., PVM Foncia II Inc., and PVM Foncia III Inc. | Edifice Jacques-Parizeau, 1001, Victoria Square, Suite C-500, in the City of Montréal, Province of Québec, H2Z 2B5  | None  | \$0.00         |
| 11 | We Work Management LLC          | Janitorial Services Agreement                       | ABM Industry Groups, LLC   | One Liberty Plaza, 7th Floor, New York, NY 10006  | New term and termination provisions, lock up, updated pricing and locations | \$1,078,000.00 |
| 12 | We Work Management LLC          | Statement of Work                                   | Accenture International Limited                                    | Attention: Director of Legal Services, 1 Grand Canal Square, Grand Canal Harbour, Dublin 2, IRELAND   | None  | \$0.00         |
| 13 | WeWork Companies U.S. LLC       | Consulting Agreement                                | Accenture LLP  | 161 North Clark Street, Chicago, IL 60601, UNITED STATES  | None  | \$0.00         |
| 14 | We Work Management LLC          | Consulting Agreement                                | Accenture LLP  | 161 North Clark Street, Chicago, IL 60601, UNITED STATES  | None  | \$0.00         |
| 15 | We Work Management LLC          | Master Service Agreement                            | Activaire LLC  | 190 N 10th St, Suite 304, Brooklyn, NY 11211, UNITED STATES   | Price reduction   | \$0.00         |
| 16 | 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         |
| 17 | We Work Management LLC          | Services Agreement                                  | ADP, INC.  | One ADP Boulevard, Roseland, NJ 07068, UNITED STATES  | None  | \$320.49       |
| 18 | 148 Lafayette Street Tenant LLC | Services Agreement                                  | Adyen NV   | Simon Carmiggelstraat 6-50, Amsterdam, NETHERLANDS  | None  | \$0.00         |
| 19 | WW 1875 Connecticut LLC         | Services Agreement                                  | Adyen NV   | Simon Carmiggelstraat 6-50, Amsterdam, NETHERLANDS  | None  | \$0.00         |
| 20 | WeWork Companies U.S. LLC       | Services Agreement                                  | Adyen NV   | Simon Carmiggelstraat 6-50, 1011 DJ, Amsterdam, NETHERLANDS   | None  | \$0.00         |
| 21 | 902 Broadway Tenant LLC         | Services Agreement                                  | Adyen NV   | Simon Carmiggelstraat 6-50, Amsterdam, NETHERLANDS  | None  | \$0.00         |
| 22 | We Work Management LLC          | Services Agreement                                  | Adyen NV   | Simon Carmiggelstraat 6-50, 1011 DJ, Amsterdam, NETHERLANDS   | None  | \$0.00         |
| 23 | WW 745 Atlantic LLC             | Services Agreement                                  | Adyen NV   | Simon Carmiggelstraat 6-50, Amsterdam, NETHERLANDS  | None  | \$0.00         |
| 24 | We Work Management LLC          | Staffing Services Agreement                         | Aerotek Inc.   | 7301 Parkway Drive South, Hanover, MD 21076   | None  | \$0.00         |
| 25 | WeWork Companies U.S. LLC       | Master Service Agreement                            | Aetna Life Insurance Company                                       | 151 Farmington Ave, Hartford, CT 06156, UNITED STATES   | None  | \$0.00         |
| 26 | 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         |
| 27 | 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         |
| 28 | We Work Management LLC          | Services Agreement                                  | Algolia, Inc   | 301 Howard St., Ste. 300, San Francisco, CA 94105, UNITED STATES  | None  | \$0.00         |
| 29 | We Work Management LLC          | Software Lease/License Agreement                    | Algolia, Inc   | 589 Howard Street, Suite 5, San Francisco, CA 94105, UNITED STATES  | None  | \$0.00         |
| 30 | We Work Management LLC          | Services Agreement                                  | Alight Solutions LLC   | ATTN: General Counsel, 4 Overlook Point, Lincolnshire, IL 60069, UNITED STATES  | None  | \$118.06       |
| 31 | We Work Management LLC          | Master Goods and Services Agreement                 | Allset Inc.  | 1070 Main St W, Unit 2B, Hamilton, Ontario  | None  | \$0.00         |
| 32 | We Work Management LLC          | License Agreement                                   | Alteryx, Inc.  | ATTN: General Counsel, 3345 Michelson Drive, Suite 400, Irvine, CA 92612, UNITED STATES   | None  | \$0.00         |
| 33 | We Work Management LLC          | Purchase and Sale Agreement                         | Alteryx, Inc.  | 17200 Laguna Canyon Road, Irvine, CA 92618, UNITED STATES   | None  | \$0.00         |
| 34 | We Work Management LLC          | Pricing Agreement                                   | Amazon Web Services, Inc.  | PO BOX 84023, Seattle, WA 98124-8423, UNITED STATES   | None  | \$317,967.56   |
| 35 | We Work Management LLC          | Marketing Agreement                                 | Amazon Web Services, Inc.  | PO BOX 81226, Seattle, WA 98108, UNITED STATES  | None  | \$0.00         |
| 36 | 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         |
| 37 | 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         |
| 38 | We Work Management LLC          | Services Agreement                                  | American Red Cross (US Only)                                       | 25688 Network Place, Chicago, IL 60673, UNITED STATES   | None  | \$0.00         |
| 39 | We Work Management LLC          | Services Agreement                                  | Amplitude, Inc.  | 631 Howard Street, Floor 5, San Francisco, CA 94105, UNITED STATES  | None  | \$0.00         |
| 40 | We Work Management LLC          | Purchase and Sale Agreement                         | Amplitude, Inc.  | 631 Howard Street, Floor 5, San Francisco, CA 94105, UNITED STATES  | None  | \$0.00         |

| #  | Debtor Legal Entity           | Contract to be Assumed <sup>1</sup>                               | Assumption Counterparty                                      | Counterparty Address  | Amendments to Contract                                     | Cure Amount  |
|----|-------------------------------|---|--|---|--|--------------|
| 41 | WW BuildCo LLC                | Master Service Agreement  | Anixter Inc.   | Attn: Peter Ferrell, 2301 Patriot Boulevard, Glenview, IL 60026, UNITED STATES                    | None   | \$0.00       |
| 42 | We Work Management LLC        | Services Agreement  | Anixter Inc.   | 7 Santa Fe Way, East Windsor, NJ 08512, UNITED STATES   | None   | \$0.00       |
| 43 | The We Company Management LLC | Purchase and Sale Agreement                                       | Anixter Inc.   | 7 Santa Fe Way, East Windsor, NJ 08512, UNITED STATES   | None   | \$0.00       |
| 44 | 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   |
| 45 | We Work Management LLC        | Statement of Work   | Aon Consulting, Inc.   | 200 East Randolph Street 10th Floor Chicago, IL 60601, United States                              | None   | \$0.00       |
| 46 | We Work Management LLC        | Services Agreement  | Aon Consulting, Inc.   | 200 East Randolph Street 10th Floor Chicago, IL 60601, United States                              | None   | \$0.00       |
| 47 | 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       |
| 48 | We Work Management LLC        | Services Agreement  | APEX Analytix, LLC   | 1501 Highwoods Boulevard, Suite 200, Greensboro, NC 27410, UNITED STATES                          | Reduced volume   | \$0.00       |
| 49 | We Work Management LLC        | Software Lease/License Agreement                                  | AppsFlyer, Inc.  | 100 First Street, Suite 2500, San Francisco, CA 94105, UNITED STATES                              | None   | \$0.00       |
| 50 | 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       |
| 51 | We Work Management LLC        | Purchase Order  | Articulate Global, Inc.                                      | 244 5th Avenue, Suite 2960, New York, NY 10001  | None   | \$0.00       |
| 52 | 429 LENOX AVE TENANT LLC      | Telecom Contract (429 Lenox Ave)                                  | AT&T Inc.  | 208 S Akard St, Dallas, TX 75201 United States  | None   | \$73.99      |
| 53 | We Work Management LLC        | Telecom Contract (2820 Northwestern Parkway)                      | AT&T Inc.  | 208 S Akard St, Dallas, TX 75201 United States  | None   | \$1,105.34   |
| 54 | We Work Management LLC        | Software Lease/License Agreement                                  | Atlan Inc.   | ATTN: Prukalpa Sankar, 831 N Ttnall Street, Suite M #171, Wilmington, DE 19801, UNITED STATES     | None   | \$0.00       |
| 55 | We Work Management LLC        | Purchase and Sale Agreement                                       | Atlan Inc.   | 1209 Orange Street, Wilmington City, DE 19801, UNITED STATES                                      | None   | \$0.00       |
| 56 | 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   |
| 57 | WeWork Companies U.S. LLC     | Services Agreement  | BDO USA, LLP   | 130 E Randolph St, #2800, Chicago, IL 60601, UNITED STATES  | None   | \$0.00       |
| 58 | WeWork Companies U.S. LLC     | Consulting Agreement  | BDO USA, LLP   | 622 Third Ave, Suite 3100, New York, NY 10017, UNITED STATES                                      | None   | \$0.00       |
| 59 | We Work Management LLC        | Consulting Agreement  | BDO USA, LLP   | 622 Third Ave, Suite 3100, New York, NY 10017, UNITED STATES                                      | None   | \$0.00       |
| 60 | WeWork Companies U.S. LLC     | Services Agreement  | Beacon Hill Staffing Group                                   | Box 846193, Boston, MA 02284, UNITED STATES   | None   | \$0.00       |
| 61 | We Work Management LLC        | Services Agreement  | Beacon Hill Staffing Group                                   | Box 846193, Boston, MA 02284, UNITED STATES   | None   | \$0.00       |
| 62 | WeWork Canada LP ULC          | Telecom Contract (1010 Rue Saint Cathrine W Montreal, QC H3G 1R3) | Beanfield Technologies Inc.                                  | 67 Mowat Ave Suite 418 Toronto, ON M6K 3E3, Canada  | None   | \$390.72     |
| 63 | WeWork Canada LP ULC          | Telecom Contract (1 University Ave)                               | Beanfield Technologies Inc.                                  | 67 Mowat Ave Suite 418 Toronto, ON M6K 3E3, Canada  | None   | \$372.90     |
| 64 | WeWork Canada LP ULC          | Telecom Contract (100 University Avenue)                          | Beanfield Technologies Inc.                                  | 67 Mowat Ave Suite 418 Toronto, ON M6K 3E3, Canada  | None   | \$372.90     |
| 65 | WeWork Canada LP ULC          | Telecom Contract (40 King Street West)                            | Beanfield Technologies Inc.                                  | 67 Mowat Ave Suite 418 Toronto, ON M6K 3E3, Canada  | None   | \$293.80     |
| 66 | WeWork Canada LP ULC          | Telecom Contract (1100 King Street West)                          | Beanfield Technologies Inc.                                  | 67 Mowat Ave Suite 418 Toronto, ON M6K 3E3, Canada  | None   | \$280.06     |
| 67 | 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  |
| 68 | We Work Management LLC        | Services Agreement  | BigMarker.com LLC  | 223 West Erie Street, Chicago, IL 60654, UNITED STATES  | None   | \$0.00       |
| 69 | WeWork Companies U.S. LLC     | Data Protection Agreement   | BITLY INC  | 139 Fifth Avenue, Floor 5, New York, NY 10010, UNITED STATES                                      | None   | \$0.00       |
| 70 | 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       |
| 71 | Common Desk West 7th, LLC     | Unexpired Lease   | Block Younger, LLC   | 14643 Dallas Parkway, Suite 950, Dallas, TX, 75354  | None   | \$0.00       |
| 72 | 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 |
| 73 | 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       |
| 74 | 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       |
| 75 | We Work Management LLC        | Services Agreement  | BluCar LLC (DBa Commutifi)                                   | Attn: Rich Schmelzer, PO BOX 1170, Boulder, CO 80306, UNITED STATES                               | None   | \$0.00       |
| 76 | 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  |
| 77 | We Work Management LLC        | Statement of Work   | braXos Security Software LLC                                 | P.O. Box 1013, New Albany, OH 43054, UNITED STATES  | None   | \$0.00       |
| 78 | 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       |
| 79 | 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       |
| 80 | We Work Management LLC        | Services Agreement  | BROWSERSTACK INC   | 4512 Legacy Dr, Ste 100, Plano, TX 75024, UNITED STATES   | None   | \$0.00       |
| 81 | We Work Management LLC        | Purchase Agreement  | Bynder LLC   | 24 Farnsworth St., Boston, MA 02210, UNITED STATES  | None   | \$0.00       |
| 82 | We Work Management LLC        | Renewal Agreement   | Bynder LLC   | 24 Farnsworth St., Boston, MA 02210, UNITED STATES  | None   | \$0.00       |
| 83 | We Work Management LLC        | Software Subscription Services Rider                              | Bynder LLC   | 24 Farnsworth St., Boston, MA 02210, UNITED STATES  | None   | \$0.00       |
| 84 | WW 5 W 125th Street LLC       | Management Services Agreement                                     | CA 5-15 West 125th LLC                                       | CA 5-15 West 125th LLC, c/o SCF Management LLC, 1407 Broadway, 41st Floor, New York, NY 10018     | New management agreement, replacing lease at this location | \$515,126.74 |

| #   | Debtor Legal Entity                      | Contract to be Assumed <sup>1</sup>                        | Assumption Counterparty                          | Counterparty Address  | Amendments to Contract | Cure Amount |
|-----|--|--|--|---|------------------------|-------------|
| 85  | We Work Management LLC                   | Collaboration Agreement                                    | Captivate LLC                                    | 501 7th Avenue, Suite 210, New York, NY 10018, UNITED STATES                            | None                   | \$55,516.15 |
| 86  | We Work Management LLC                   | Consulting Agreement                                       | CASCADE INSIGHTS, LLC                            | 18165 S Brookstone Dr., Dr. Oregon City, OR 97045, UNITED STATES                        | None                   | \$0.00      |
| 87  | 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 |
| 88  | 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      |
| 89  | 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      |
| 90  | We Work Management LLC                   | Master Subscription Agreement                              | Cision US Inc.                                   | 300 S Riverside Plaza, Chicago, IL 60606  | None                   | \$0.00      |
| 91  | Common Desk Operations LLC               | Services Agreement   | CIT SOLUTIONS                                    | 6317 Rollins Rd, Granbury, TX 76049, UNITED STATES                                      | None                   | \$530.43    |
| 92  | WW BuildCo LLC                           | Construction Agreement                                     | CITY CONSTRUCTION GROUP, INC.                    | 2727 SW 26th Ave, Miami, FL 33133, UNITED STATES  | None                   | \$0.00      |
| 93  | We Work Management LLC                   | Software Lease/License Agreement                           | CloudPlus, Inc. (DBA CloudApp)                   | 431 Tehama St., San Francisco, CA 94103, UNITED STATES                                  | None                   | \$0.00      |
| 94  | We Work Management LLC                   | Subscription Agreement                                     | CloudPlus, Inc. (DBA CloudApp)                   | 431 Tehama St., San Francisco, CA 94103, UNITED STATES                                  | None                   | \$0.00      |
| 95  | We Work Management LLC                   | Software Services Rider                                    | CloudPlus, Inc. (DBA CloudApp)                   | 431 Tehama St., San Francisco, CA 94103, UNITED STATES                                  | None                   | \$0.00      |
| 96  | We Work Management LLC                   | License Agreement  | Coda Project Inc                                 | 444 Castro Street, Suite 1200, Mountain View, CA 94041, UNITED STATES                   | None                   | \$0.00      |
| 97  | 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      |
| 98  | 3280 PEACHTREE ROAD NE TENANT LLC        | Telecom Contract (3280 Peachtree Rd NE)                    | Cogent Communications Holdings, Inc.             | 2450 N Street, NW Washington, DC 20037 United States                                    | None                   | \$320.00    |
| 99  | 515 N STATE STREET TENANT LLC            | Telecom Contract (515 N State St)                          | Cogent Communications Holdings, Inc.             | 2450 N Street, NW Washington, DC 20037 United States                                    | None                   | \$250.75    |
| 100 | 330 NORTH WABASH TENANT LLC              | Telecom Contract (330 N Wabash Ave)                        | Cogent Communications Holdings, Inc.             | 2450 N Street, NW Washington, DC 20037 United States                                    | None                   | \$250.75    |
| 101 | 5215 NORTH O'CONNOR BOULEVARD TENANT LLC | Telecom Contract (5215 N O'Connor Blvd)                    | Cogent Communications Holdings, Inc.             | 2450 N Street, NW Washington, DC 20037 United States                                    | None                   | \$265.00    |
| 102 | 1200 17TH STREET TENANT LLC              | Telecom Contract (1200 17th Street)                        | Cogent Communications Holdings, Inc.             | 2450 N Street, NW Washington, DC 20037 United States                                    | None                   | \$630.00    |
| 103 | 1700 LINCOLN STREET TENANT LLC           | Telecom Contract (1700 Lincoln St)                         | Cogent Communications Holdings, Inc.             | 2450 N Street, NW Washington, DC 20037 United States                                    | None                   | \$260.00    |
| 104 | 10250 CONSTELLATION TENANT LLC           | Telecom Contract (10250 Constellation Blvd)                | Cogent Communications Holdings, Inc.             | 2450 N Street, NW Washington, DC 20037 United States                                    | None                   | \$420.00    |
| 105 | 222 NORTH SEPULVEDA TENANT LLC           | Telecom Contract (222 Pacific Coast Highway)               | Cogent Communications Holdings, Inc.             | 2450 N Street, NW Washington, DC 20037 United States                                    | None                   | \$520.00    |
| 106 | 3003 WOODBRIDGE AVE TENANT LLC           | Telecom Contract (3003 Woodbridge Ave)                     | Cogent Communications Holdings, Inc.             | 2450 N Street, NW Washington, DC 20037 United States                                    | None                   | \$470.00    |
| 107 | WeWork Canada LP ULC                     | Telecom Contract (2/3 Place Ville Marie)                   | Cogent Communications Holdings, Inc.             | 2450 N Street, NW Washington, DC 20037 United States                                    | None                   | \$311.86    |
| 108 | 150 4TH AVE N TENANT LLC                 | Telecom Contract (150 4th Ave N)                           | Cogent Communications Holdings, Inc.             | 2450 N Street, NW Washington, DC 20037 United States                                    | None                   | \$265.00    |
| 109 | 1440 BROADWAY TENANT LLC                 | Telecom Contract (1440 Broadway)                           | Cogent Communications Holdings, Inc.             | 2450 N Street, NW Washington, DC 20037 United States                                    | None                   | \$255.00    |
| 110 | WW 79 MADISON LLC                        | Telecom Contract (27 E 28th St/WeWork 79 Madison)          | Cogent Communications Holdings, Inc.             | 2450 N Street, NW Washington, DC 20037 United States                                    | None                   | \$898.33    |
| 111 | 115 BROADWAY TENANT LLC                  | Telecom Contract (115 Broadway)                            | Cogent Communications Holdings, Inc.             | 2450 N Street, NW Washington, DC 20037 United States                                    | None                   | \$250.00    |
| 112 | 750 LEXINGTON AVENUE TENANT LLC          | Telecom Contract (750 Lexington Avenue)                    | Cogent Communications Holdings, Inc.             | 2450 N Street, NW Washington, DC 20037 United States                                    | None                   | \$250.00    |
| 113 | 575 LEXINGTON AVENUE TENANT LLC          | Telecom Contract (575 Lexington Ave)                       | Cogent Communications Holdings, Inc.             | 2450 N Street, NW Washington, DC 20037 United States                                    | None                   | \$385.00    |
| 114 | 1450 BROADWAY TENANT LLC                 | Telecom Contract (1450 Broadway)                           | Cogent Communications Holdings, Inc.             | 2450 N Street, NW Washington, DC 20037 United States                                    | None                   | \$250.00    |
| 115 | 1900 MARKET STREET TENANT LLC            | Telecom Contract (1900 Market St)                          | Cogent Communications Holdings, Inc.             | 2450 N Street, NW Washington, DC 20037 United States                                    | None                   | \$240.00    |
| 116 | 2425 EAST CAMELBACK ROAD TENANT LLC      | Telecom Contract (2425 East Camelback Road)                | Cogent Communications Holdings, Inc.             | 2450 N Street, NW Washington, DC 20037 United States                                    | None                   | \$265.00    |
| 117 | 1201 3RD AVENUE TENANT LLC               | Telecom Contract (1201 3rd Ave)                            | Cogent Communications Holdings, Inc.             | 2450 N Street, NW Washington, DC 20037 United States                                    | None                   | \$254.46    |
| 118 | 44 MONTGOMERY STREET TENANT LLC          | Telecom Contract (44 Montgomery St)                        | Cogent Communications Holdings, Inc.             | 2450 N Street, NW Washington, DC 20037 United States                                    | None                   | \$110.00    |
| 119 | WeWork Canada LP ULC                     | Telecom Contract (595 Burrard St Vancouver BC V7X 1L4)     | Cogent Communications Holdings, Inc.             | 2450 N Street, NW Washington, DC 20037 United States                                    | None                   | \$304.70    |
| 120 | WeWork Canada LP ULC                     | Telecom Contract (555 Burrard Street Vancouver BC V7X 1M8) | Cogent Communications Holdings, Inc.             | 2450 N Street, NW Washington, DC 20037 United States                                    | None                   | \$675.09    |
| 121 | We Work Management LLC                   | Telecom Contract (2820 Northwestern Parkway)               | Cogent Communications Holdings, Inc.             | 2450 N Street, NW Washington, DC 20037 United States                                    | None                   | \$145.00    |
| 122 | 1100 MAIN STREET TENANT LLC              | Telecom Contract (1100 Main Street)                        | Cogent Communications Holdings, Inc.             | 2450 N Street, NW Washington, DC 20037 United States                                    | None                   | \$250.00    |
| 123 | We Work Management LLC                   | Consulting Agreement                                       | COGNIZANT TECHNOLOGY SOLUTIONS US CORPORATION.   | 211 Quality Circle, College Station, TX 77845, UNITED STATES                            | None                   | \$0.00      |
| 124 | We Work Management LLC                   | Statement of Work  | COGNIZANT TECHNOLOGY SOLUTIONS US CORPORATION.   | 211 Quality Circle, College Station, TX 77845, UNITED STATES                            | None                   | \$0.00      |
| 125 | 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  |
| 126 | We Work Management LLC                   | Consulting Agreement                                       | Collaborative Solutions, LLC                     | 11190 Sunrise Valley Drive, Suite 110, Reston, VA 20191, UNITED STATES                  | None                   | \$0.00      |
| 127 | WeWork Companies U.S. LLC                | Revenue Sharing Agreement                                  | College Park Coworking LLC                       | 1930 HARVARD AVENUE, COLLEGE PARK, GA, 30337  | None                   | \$0.00      |

| #   | Debtor Legal Entity                       | Contract to be Assumed <sup>1</sup>            | Assumption Counterparty                 | Counterparty Address   | Amendments to Contract   | Cure Amount |
|-----|---|--|---|--|--|-------------|
| 128 | 7761 Greenhouse Rd Tenant LLC             | Revenue Sharing Agreement                      | College Park Coworking LLC              | 7761 Greenhouse Rd., College Park, MD 20740  | Reduce term, terminate guaranty, amend passthrough of operator overhead expenses, amend mechanics of revenue share | \$0.00      |
| 129 | 881 PEACHTREE STREET NORTHEAST TENANT LLC | Telecom Contract (881 Peachtree St NE)         | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$268.02    |
| 130 | 167 N GREEN STREET TENANT LLC             | Telecom Contract (167 North Green Street)      | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$227.18    |
| 131 | 1100 15TH STREET NW TENANT LLC            | Telecom Contract (1100 15th St NW)             | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$376.42    |
| 132 | 1615 PLATTE STREET TENANT LLC             | Telecom Contract (1615 Platte St)              | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$243.85    |
| 133 | 729 WASHINGTON AVE TENANT LLC             | Telecom Contract (729 N Washington Ave)        | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$237.63    |
| 134 | 500 11TH AVE NORTH TENANT LLC             | Telecom Contract (500 11th Ave North)          | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$30.68     |
| 135 | WW 500 YALE LLC                           | Telecom Contract (500 Yale)                    | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$0.00      |
| 136 | 400 LINCOLN SQUARE TENANT LLC             | Telecom Contract (4040 NE 4th Street)          | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$461.71    |
| 137 | 3120 139TH AVENUE SOUTHEAST TENANT LLC    | Telecom Contract (3120 139th Avenue Southeast) | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$312.70    |
| 138 | WW 2015 SHATTUCK LLC                      | Telecom Contract (2120 University Ave)         | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$297.81    |
| 139 | 9200 TIMPANOGOS HIGHWAY TENANT LLC        | Telecom Contract (1633 W Innovation Way)       | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$262.51    |
| 140 | 400 CAPITOL MALL TENANT LLC               | Telecom Contract (400 Capitol Mall)            | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$248.01    |
| 141 | J20 WEST TRINITY PLACE TENANT LLC         | Telecom Contract (120 West Trinity Place)      | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$281.29    |
| 142 | 448 NORTH LASALLE STREET TENANT LLC       | Telecom Contract (448 N La Salle Dr)           | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$258.85    |
| 143 | 24 FARNSWORTH STREET Q LLC                | Telecom Contract (24 Farnsworth St)            | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$0.00      |
| 144 | 820 18TH AVE SOUTH TENANT LLC             | Telecom Contract (818 18th Avenue South)       | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$333.04    |
| 145 | 1840 GATEWAY DR TENANT LLC                | Telecom Contract (1840 Gateway Dr)             | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$297.67    |
| 146 | We Work Management LLC                    | Order Form                                     | CompStak Inc                            | 675 6th Avenue, Fourth Floor, New York, NY 10011, UNITED STATES                      | None   | \$0.00      |
| 147 | We Work Management LLC                    | Purchase and Sale Agreement                    | CompStak Inc                            | 36 Cooper Square, 6th Floor, New York, NY 10003, UNITED STATES                       | None   | \$0.00      |
| 148 | We Work Management LLC                    | Subscription Agreement                         | CompStak Inc                            | 36 Cooper Square, Sixth Floor, New York, NY 10003, UNITED STATES                     | None   | \$0.00      |
| 149 | We Work Management LLC                    | Purchase and Sale Agreement                    | Confluent, Inc.                         | 899 WEST EVELYN AVENUE, MOUNTAIN VIEW, CA 94041, UNITED STATES                       | None   | \$0.00      |
| 150 | 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      |
| 151 | We Work Management LLC                    | Services Agreement                             | Contentful, Inc.                        | 101 Montgomery Street, Suite 2050, San Francisco, CA 94103, UNITED STATES            | None   | \$20,963.02 |
| 152 | WW BuildCo LLC                            | Master Service Agreement                       | CONVERGINT TECHNOLOGIES LLC             | One Commerce Drive, Schaumburg, IL 60173, UNITED STATES                              | None   | \$0.00      |
| 153 | We Work Management LLC                    | Subscription Agreement                         | Corrigo Incorporated                    | Attn: JLLT Counsel, 200 E Randolph, Chicago, IL 60601, UNITED STATES                 | None   | \$86,319.61 |
| 154 | Common Desk Operations LLC                | Unexpired Lease                                | Crescent Ross Avenue Investors LLC      | 2001 Ross Avenue, Suite 5411, Dallas, TX 75201                                       | None   | \$0.00      |
| 155 | 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      |
| 156 | 110 Wall Manager LLC                      | Master Service Agreement                       | Croker Fire Drill Corporation           | 235 Brooksite Drive, Hauppauge, NY 11788, UNITED STATES                              | None   | \$0.00      |
| 157 | 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      |
| 158 | 429 Lenox Ave Tenant LLC                  | Purchase and Sale Agreement                    | Crown Castle Fiber LLC                  | 8020 Katy Freeway, Houston, TX 77204, UNITED STATES                                  | None   | \$0.00      |
| 159 | WW BROOKLYN NAVY YARD LLC                 | Telecom Contract (63 Flushing Ave)             | Crown Castle Fiber LLC                  | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States               | None   | \$658.00    |
| 160 | 195 MONTAGUE STREET TENANT LLC            | Telecom Contract (195 Montague Street)         | Crown Castle Fiber LLC                  | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States               | None   | \$340.00    |
| 161 | 625 MASSACHUSETTS TENANT LLC              | Telecom Contract (625 Massachusetts Ave)       | Crown Castle Fiber LLC                  | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States               | None   | \$254.40    |
| 162 | 1 BEACON STREET TENANT LLC                | Telecom Contract (1 Beacon Street)             | Crown Castle Fiber LLC                  | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States               | None   | \$264.60    |
| 163 | 501 BOYLSTON STREET TENANT LLC            | Telecom Contract (501 Boylston Street)         | Crown Castle Fiber LLC                  | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States               | None   | \$264.00    |
| 164 | 1 LINCOLN STREET TENANT LLC               | Telecom Contract (1 Lincoln St)                | Crown Castle Fiber LLC                  | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States               | None   | \$350.00    |
| 165 | 1 SOUTH DEARBORN STREET TENANT LLC        | Telecom Contract (1 S Dearborn St)             | Crown Castle Fiber LLC                  | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States               | None   | \$380.00    |
| 166 | 655 15TH STREET NW TENANT LLC             | Telecom Contract (1440 G St. NW)               | Crown Castle Fiber LLC                  | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States               | None   | \$289.60    |
| 167 | 1449 WOODWARD AVENUE TENANT LLC           | Telecom Contract (19 Clifford St)              | Crown Castle Fiber LLC                  | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States               | None   | \$304.00    |
| 168 | 177 E COLORADO BLVD TENANT LLC            | Telecom Contract (177 E. Colorado Blvd.)       | Crown Castle Fiber LLC                  | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States               | None   | \$360.00    |
| 169 | 200 SPECTRUM CENTER DRIVE TENANT LLC      | Telecom Contract (200 Spectrum Center Drive)   | Crown Castle Fiber LLC                  | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States               | None   | \$340.00    |

| #   | Debtor Legal Entity                   | Contract to be Assumed <sup>1</sup>                                | Assumption Counterparty        | Counterparty Address   | Amendments to Contract                                 | Cure Amount |
|-----|---------------------------------------|--|--------------------------------|--|--|-------------|
| 170 | 100 BROADWAY TENANT LLC               | Telecom Contract (100 W Broadway)                                  | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$440.00    |
| 171 | 5161 LANKERSHIM BOULEVARD TENANT LLC  | Telecom Contract (5161 Lankershim Boulevard)                       | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$318.00    |
| 172 | 1003 EAST 4TH PLACE TENANT LLC        | Telecom Contract (1003 E 4th Place)                                | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$340.00    |
| 173 | 429 LENOX AVE TENANT LLC              | Telecom Contract (429 Lenox Ave)                                   | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$360.00    |
| 174 | 2222 PONCE DE LEON BLVD TENANT LLC    | Telecom Contract (2222 Ponce De Leon Blvd)                         | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$240.00    |
| 175 | 255 GIRALDA AVENUE TENANT LLC         | Telecom Contract (255 Giralda Avenue)                              | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$360.00    |
| 176 | WW 222 BROADWAY LLC                   | Telecom Contract (222 Broadway)                                    | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$351.40    |
| 177 | 148 LAFAYETTE STREET TENANT LLC       | Telecom Contract (148 Lafayette St)                                | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$254.40    |
| 178 | 160 VARICK STREET TENANT LLC          | Telecom Contract (160 Varick Street)                               | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$318.00    |
| 179 | WW 379 W BROADWAY LLC                 | Telecom Contract (379 West Broadway)                               | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$439.20    |
| 180 | 199 WATER STREET TENANT LLC           | Telecom Contract (199 Water Street)                                | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$515.80    |
| 181 | 430 PARK AVENUE TENANT LLC            | Telecom Contract (430 Park Avenue)                                 | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$335.00    |
| 182 | 142 W 57TH STREET TENANT LLC          | Telecom Contract (146 W 57th St)                                   | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$254.40    |
| 183 | 12 EAST 49TH STREET TENANT LLC        | Telecom Contract (12 E 49th St)                                    | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$450.00    |
| 184 | 575 5TH AVENUE TENANT LLC             | Telecom Contract (575 5th Ave)                                     | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$301.79    |
| 185 | 53 BEACH STREET TENANT LLC            | Telecom Contract (53 Beach St)                                     | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$519.80    |
| 186 | 408 BROADWAY TENANT LLC               | Telecom Contract (408 Broadway)                                    | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$260.00    |
| 187 | 500 7TH AVENUE TENANT LLC             | Telecom Contract (500 7th Avenue)                                  | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$480.00    |
| 188 | 750 LEXINGTON AVENUE TENANT LLC       | Telecom Contract (750 Lexington Avenue)                            | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$254.40    |
| 189 | 18 WEST 18TH STREET TENANT LLC        | Telecom Contract (18 West 18th Street)                             | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$343.20    |
| 190 | 71 5TH AVENUE TENANT LLC              | Telecom Contract (71 5th Avenue)                                   | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$0.00      |
| 191 | 460 PARK AVE SOUTH TENANT LLC         | Telecom Contract (450/460 Park Avenue South)                       | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$322.50    |
| 192 | 21 PENN PLAZA TENANT LLC              | Telecom Contract (368 9th Ave)                                     | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$490.00    |
| 193 | 1450 BROADWAY TENANT LLC              | Telecom Contract (1450 Broadway)                                   | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$330.00    |
| 194 | 525 BROADWAY TENANT LLC               | Telecom Contract (525 Broadway)                                    | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$1,253.23  |
| 195 | 130 W 42ND STREET TENANT LLC          | Telecom Contract (130 W 42nd St)                                   | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$230.00    |
| 196 | WW 1010 HANCOCK LLC                   | Telecom Contract (1010 N Hancock St)                               | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$390.00    |
| 197 | 1100 LUDLOW STREET TENANT LLC         | Telecom Contract (1100 Ludlow Street)                              | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$365.80    |
| 198 | 501 EAST KENNEDY BOULEVARD TENANT LLC | Telecom Contract (501 Eat Kennedy Boulevard)                       | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$334.80    |
| 199 | 385 5TH AVENUE Q LLC                  | Telecom Contract (385 5th Avenue)                                  | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$190.00    |
| 200 | 120 WEST TRINITY PLACE TENANT LLC     | Telecom Contract (120 West Trinity Place)                          | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$400.00    |
| 201 | 800 NORTH HIGH STREET TENANT LLC      | Telecom Contract (800 N High Street)                               | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$370.00    |
| 202 | 7272 WISCONSIN AVENUE TENANT LLC      | Telecom Contract (7272 Wisconsin Ave.)                             | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$390.00    |
| 203 | 6900 NORTH DALLAS PARKWAY TENANT LLC  | Telecom Contract (6900 North Dallas Parkway)                       | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$330.00    |
| 204 | 10900 STONELAKE BOULEVARD TENANT LLC  | Telecom Contract (10900 Stonelake Boulevard)                       | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$325.00    |
| 205 | 625 WEST ADAMS STREET TENANT LLC      | Telecom Contract (625 West Adams Street)                           | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$330.00    |
| 206 | 200 SOUTH BISCAYNE BLVD TENANT LLC    | Telecom Contract (200 South Biscayne Boulevard)                    | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$420.00    |
| 207 | 606 BROADWAY TENANT LLC               | Telecom Contract (606 Broadway)                                    | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$272.00    |
| 208 | 611 NORTH BRAND BOULEVARD TENANT LLC  | Telecom Contract (611 North Brand Boulevard)                       | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$380.80    |
| 209 | 725 PONCE DE LEON AVE NE TENANT LLC   | Telecom Contract (725 Ponce De Leon Ave NE)                        | Crown Castle Fiber LLC         | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States | None   | \$380.00    |
| 210 | WeWork Inc.                           | Lease Administration Agreement                                     | Cushman & Wakefield, U.S. Inc. | 225 W Wacker Drive, Suite 3000, Chicago, IL 60606, UNITED STATES       | None   | \$0.00      |
| 211 | 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      |
| 212 | We Work Management LLC                | Software Services Rider  | Darwin Technologies Limited    | 1 Tower Place West, Tower Place, London, United Kingdom EC3R 5BU       | None   | \$0.00      |

| #   | Debtor Legal Entity           | Contract to be Assumed <sup>1</sup>  | Assumption Counterparty           | Counterparty Address   | Amendments to Contract | Cure Amount  |
|-----|-------------------------------|--|-----------------------------------|--|------------------------|--------------|
| 213 | 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       |
| 214 | We Work Management LLC        | Software Lease/License Agreement   | Data Theorem, Inc.                | 532 Emerson St, Palo Alto, CA 94301, UNITED STATES   | None                   | \$0.00       |
| 215 | 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   |
| 216 | WeWork Companies U.S. LLC     | Statement of Work  | Datasite LLC                      | 733 S. Marquette Ave, Minneapolis, MN 55402  | None                   | \$0.00       |
| 217 | We Work Management LLC        | Services Agreement   | Dealpath, Inc                     | 300 California Street, Suite 200, San Francisco, CA 94104, UNITED STATES   | None                   | \$0.00       |
| 218 | We Work Management LLC        | Engagement Letter  | Debevoise & Plimpton LLP          | 919 Third Avenue, New York, NY, 10022  | None                   | \$33,919.50  |
| 219 | We Work Management LLC        | Service Orders (6/1/2023 through 5/31/2026) for Call Center and Building Phone Lines | Dialpad, Inc.                     | 100 California Street, Suite 500, San Francisco, CA 94111, UNITED STATES   | None                   | \$362,685.00 |
| 220 | We Work Management LLC        | Service Order (7/28/2023 through 5/31/2026) for Call Center                          | Dialpad, Inc.                     | 100 California Street, Suite 500, San Francisco, CA 94111, UNITED STATES   | None                   | \$0.00       |
| 221 | We Work Management LLC        | Services Agreement   | Diligent Corporation              | 1111 19th St NW, 8th Floor, Washington, DC 20036   | None                   | \$0.00       |
| 222 | We Work Management LLC        | Subscription Agreement   | Docker, Inc.                      | 3790 El Camino Real, #1052, Palo Alto, CA 94306, UNITED STATES   | None                   | \$0.00       |
| 223 | Common Desk Operations LLC    | Purchase and Sale Agreement  | Docusign, Inc.                    | 221 Main St, Suite 1000, San Francisco, CA 94105, UNITED STATES  | None                   | \$0.00       |
| 224 | We Work Management LLC        | Purchase and Sale Agreement  | Docusign, Inc.                    | 221 Main St, Suite 1000, San Francisco, CA 94105, UNITED STATES  | None                   | \$0.00       |
| 225 | WW BuildCo LLC                | Construction Agreement   | DPR Construction                  | 1450 Veterans Blvd, Redwood City, CA 94063, UNITED STATES  | None                   | \$0.00       |
| 226 | 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       |
| 227 | WeWork Canada GP ULC          | Master Service Agreement   | East Van Vinyl                    | 34 East 6th Avenue, Vancouver, BC V5T 1J4, CANADA  | None                   | \$6,749.03   |
| 228 | We Work Management LLC        | Services Agreement   | Edicom Corp                       | One Whitehall Street, 14th Floor, New York, NY 10004, UNITED STATES  | None                   | \$0.00       |
| 229 | We Work Management LLC        | Product and Service Agreement  | Edicom Corp                       | One Whitehall Street, 14th Floor, New York, NY 10004, UNITED STATES  | None                   | \$0.00       |
| 230 | 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   |
| 231 | 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       |
| 232 | 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       |
| 233 | 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       |
| 234 | We Work Management LLC        | Services Agreement   | Engie Insight Services Inc.       | 1313 N. Atlantic Street, Suite 5000, Spokane, CA 99201, UNITED STATES  | None                   | \$0.00       |
| 235 | 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       |
| 236 | WeWork Companies U.S. LLC     | Consulting Agreement   | Enzigma LLC                       | 1201 N Orange St, Suite 7403, Wilmington, DE 19801, UNITED STATES  | None                   | \$37,732.50  |
| 237 | We Work Management LLC        | Statement of Work  | Enzigma LLC                       | 1201 N Orange St, Suite 7403, Wilmington, DE 19801, UNITED STATES  | None                   | \$0.00       |
| 238 | We Work Management LLC        | Consulting Agreement   | Enzigma LLC                       | 1201 N Orange St, Suite 7403, Wilmington, DE 19801, UNITED STATES  | None                   | \$0.00       |
| 239 | We Work Management LLC        | Consulting Agreement   | Eriksen Translations Inc          | 50 Court Street, Suite 700, Brooklyn, NY 11201, UNITED STATES  | None                   | \$9,455.27   |
| 240 | WeWork Companies U.S. LLC     | Consulting Agreement   | Ernst & Young LLP                 | 5 Times Square, 14th Floor, New York, NY 10036, UNITED STATES  | None                   | \$0.00       |
| 241 | We Work Management LLC        | Services Agreement   | EVIDENT ID                        | 2810 N CHURCH ST, STE 95997, WILMINGTON, DE 19802, UNITED STATES   | None                   | \$1,346.40   |
| 242 | 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  |
| 243 | 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       |
| 244 | We Work Management LLC        | Master Service Agreement   | exploIT LLC                       | Attn: Katerina Kubec, Director of Sales/Service, 22 Manchester Road, Unit 7, Derry, NH 03038, UNITED STATES      | None                   | \$21,961.50  |
| 245 | We Work Management LLC        | Order Form   | Fastly, Inc.                      | P.O. Box 78266 San Francisco, CA 94107   | None                   | \$7,443.34   |
| 246 | We Work Management LLC        | Service Agreement  | Fidelity Workplace Services LLC   | 245 Summer St Boston, MA, 02210-1133, United States  | None                   | \$0.00       |
| 247 | We Work Management LLC        | Purchase and Sale Agreement  | Figma, Inc.                       | 760 Market St, Floor 10, San Francisco, CA 94102, UNITED STATES  | None                   | \$0.00       |
| 248 | We Work Management LLC        | Life Insurance Policy  | First Unum Life Insurance Company | 1225 Franklin Avenue Suite 250, Garden City, NY 11530  | None                   | \$0.00       |
| 249 | We Work Management LLC        | Purchase and Sale Agreement  | FiveTran, Inc.                    | 405 14th Street, Suite 1100, Oakland, CA 94612, UNITED STATES  | None                   | \$0.00       |
| 250 | We Work Management LLC        | Software Lease/License Agreement   | Fivetran, Inc.                    | 405 14th Street, Oakland, CA 94612, UNITED STATES  | None                   | \$0.00       |
| 251 | We Work Management LLC        | Services Agreement   | Fivetran, Inc.                    | 405 14th Street, Suite 1050, Oakland, CA 94612, UNITED STATES  | None                   | \$0.00       |
| 252 | 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       |
| 253 | 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       |
| 254 | 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     |
| 255 | 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       |

| #   | Debtor Legal Entity                     | Contract to be Assumed <sup>1</sup>                      | Assumption Counterparty                         | Counterparty Address   | Amendments to Contract   | Cure Amount |
|-----|---|--|---|--|--------------------------|-------------|
| 256 | We Work Management LLC                  | Services Agreement                                       | Frame.io  | 22 Cortland St, Floor 31, New York, NY 10007, UNITED STATES  | None                     | \$0.00      |
| 257 | We Work Management LLC                  | Services Agreement                                       | GIACT Systems, LLC                              | P. O. BOX 411162, BOSTON, MA 02241, UNITED STATES  | None                     | \$28,079.00 |
| 258 | WW BuildCo LLC                          | Services Agreement                                       | Gilbane Building Company                        | 7 Jackson Walkway, Providence, RI 02903, UNITED STATES   | None                     | \$0.00      |
| 259 | We Work Management LLC                  | Purchase Order Letter                                    | Glimmer Technologies Inc.                       | 1412 Broadway, 21st Floor, New York, NY 10018  | None                     | \$0.00      |
| 260 | Common Desk Operations LLC              | Unexpired Lease  | GPV Shared Office LLC                           | Attn: Managing Director, 5601 Granite Parkway, Suite 800, Plano, TX 75024                                  | None                     | \$0.00      |
| 261 | Common Desk Operations LLC              | Unexpired Lease  | GPV SharedOffice, LLC                           | Attn: Director of Finance, 5601 Granite Parkway, Suite 800, Plano, TX 75024                                | None                     | \$0.00      |
| 262 | We Work Management LLC                  | Master Service Agreement                                 | Granite Telecommunications LLC                  | 100 Newport Avenue Ext, Quincy, MA 02171, UNITED STATES  | None                     | \$0.00      |
| 263 | 2700 POST OAK BLVD. TENANT LLC          | Telecom Contract (2700 Post Oak Blvd)                    | Granite Telecommunications LLC                  | 100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                     | \$43.06     |
| 264 | 100 BROADWAY TENANT LLC                 | Telecom Contract (100 W Broadway)                        | Granite Telecommunications LLC                  | 100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                     | \$21.03     |
| 265 | 8687 MELROSE AVENUE TENANT LLC          | Telecom Contract (750 N San Vicente Blvd)                | Granite Telecommunications LLC                  | 100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                     | \$16.78     |
| 266 | 10000 WASHINGTON BOULEVARD TENANT LLC   | Telecom Contract (10000 Washington Boulevard)            | Granite Telecommunications LLC                  | 100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                     | \$37.82     |
| 267 | 222 NORTH SEPULVEDA TENANT LLC          | Telecom Contract (222 Pacific Coast Highway)             | Granite Telecommunications LLC                  | 100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                     | \$144.96    |
| 268 | 400 SPECTRUM CENTER DRIVE TENANT LLC    | Telecom Contract (400 Spectrum Center Dr)                | Granite Telecommunications LLC                  | 100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                     | \$68.77     |
| 269 | 695 TOWN CENTER DRIVE TENANT LLC        | Telecom Contract (695 Town Center Dr)                    | Granite Telecommunications LLC                  | 100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                     | \$68.29     |
| 270 | 9830 WILSHIRE BOULEVARD TENANT LLC      | Telecom Contract (9830 Wilshire Blvd)                    | Granite Telecommunications LLC                  | 100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                     | \$51.31     |
| 271 | 5161 LANKERSHIM BOULEVARD TENANT LLC    | Telecom Contract (5161 Lankershim Boulevard)             | Granite Telecommunications LLC                  | 100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                     | \$18.20     |
| 272 | 2211 MICHELSON DRIVE TENANT LLC         | Telecom Contract (2211 Michelson Drive)                  | Granite Telecommunications LLC                  | 100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                     | \$51.56     |
| 273 | 1003 EAST 4TH PLACE TENANT LLC          | Telecom Contract (1003 E 4th Place)                      | Granite Telecommunications LLC                  | 100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                     | \$38.85     |
| 274 | 53 BEACH STREET TENANT LLC              | Telecom Contract (53 Beach St)                           | Granite Telecommunications LLC                  | 100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                     | \$28.75     |
| 275 | 500 7TH AVENUE TENANT LLC               | Telecom Contract (500 7th Avenue)                        | Granite Telecommunications LLC                  | 100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                     | \$80.77     |
| 276 | 8910 UNIVERSITY CENTER LANE TENANT LLC  | Telecom Contract (8910 University Center Lane Suite 400) | Granite Telecommunications LLC                  | 100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                     | \$17.60     |
| 277 | WW 2015 SHATTUCK LLC                    | Telecom Contract (2120 University Ave)                   | Granite Telecommunications LLC                  | 100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                     | \$17.95     |
| 278 | 201 SPEAR ST TENANT LLC                 | Telecom Contract (201 Spear St)                          | Granite Telecommunications LLC                  | 100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                     | \$95.72     |
| 279 | 2201 BROADWAY TENANT LLC                | Telecom Contract (2201 Broadway)                         | Granite Telecommunications LLC                  | 100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                     | \$108.26    |
| 280 | 333 WEST SAN CARLOS TENANT LLC          | Telecom Contract (333 West San Carlos Street)            | Granite Telecommunications LLC                  | 100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                     | \$72.19     |
| 281 | 3101 PARK BOULEVARD TENANT LLC          | Telecom Contract (3101 Park Boulevard)                   | Granite Telecommunications LLC                  | 100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                     | \$17.52     |
| 282 | 400 CAPITOL MALL TENANT LLC             | Telecom Contract (400 Capitol Mall)                      | Granite Telecommunications LLC                  | 100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                     | \$36.18     |
| 283 | 1825 SOUTH GRANT STREET TENANT LLC      | Telecom Contract (1825 S Grant St)                       | Granite Telecommunications LLC                  | 100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                     | \$186.60    |
| 284 | 10585 SANTA MONICA BOULEVARD TENANT LLC | Telecom Contract (10585 Santa Monica Boulevard)          | Granite Telecommunications LLC                  | 100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                     | \$55.49     |
| 285 | 200 SOUTH BISCAYNE BLVD TENANT LLC      | Telecom Contract (200 South Biscayne Boulevard)          | Granite Telecommunications LLC                  | 100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                     | \$74.84     |
| 286 | 1150 SOUTH OLIVE STREET TENANT LLC      | Telecom Contract (1150 South Olive Street)               | Granite Telecommunications LLC                  | 100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                     | \$55.21     |
| 287 | 1840 GATEWAY DR TENANT LLC              | Telecom Contract (1840 Gateway Dr)                       | Granite Telecommunications LLC                  | 100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                     | \$33.97     |
| 288 | 611 NORTH BRAND BOULEVARD TENANT LLC    | Telecom Contract (611 North Brand Boulevard)             | Granite Telecommunications LLC                  | 100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                     | \$108.19    |
| 289 | 4041 MACARTHUR BOULEVARD TENANT LLC     | Telecom Contract (4041 MacArthur Boulevard)              | Granite Telecommunications LLC                  | 100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                     | \$16.78     |
| 290 | We Work Management LLC                  | Master Service Agreement                                 | Green 2 Green Corp (DBA Plant Shed New Flowers) | Attn: Antonio Roche, Executive Director of Sales, 723 Amsterdam Ave, New York, NY 10025, UNITED STATES     | None                     | \$31,975.74 |
| 291 | We Work Management LLC                  | Order Form   | Greenhouse Software, Inc                        | 18 W 18th Street, 11th Floor, New York, NY 10011   | None                     | \$36,182.89 |
| 292 | We Work Management LLC                  | Statement of Work  | Greenhouse Software, Inc                        | 18 W 18th Street, 11th Floor, New York, NY 10011   | None                     | \$0.00      |
| 293 | Common Desk Operations LLC              | Unexpired Lease  | GTI Commons LP                                  | C/O David Kahn, 804 Congress Ave., Suite 300, Austin, TX 78701   | None                     | \$0.00      |
| 294 | We Work Management LLC                  | Software Lease/License Agreement                         | Herrmann International, Inc.                    | PO BOX 389, FOREST CITY, NC 28043, UNITED STATES   | None                     | \$0.00      |
| 295 | 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      |
| 296 | We Work Management LLC                  | Services Agreement                                       | HireRight LLC                                   | ATTN: Legal Department, 5151 California Avenue, Irvine, CA 92617, UNITED STATES                            | None                     | \$6,487.49  |
| 297 | We Work Management LLC                  | Software Lease/License Agreement                         | Hoxhunt Oy                                      | PORKKALANKATU 3, UUSIMAA, HELSINKI, FINLAND  | None                     | \$0.00      |
| 298 | 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 |

| #   | Debtor Legal Entity              | Contract to be Assumed <sup>1</sup>                        | Assumption Counterparty                                   | Counterparty Address  | Amendments to Contract   | Cure Amount  |
|-----|----------------------------------|--|---|---|--|--------------|
| 299 | 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       |
| 300 | We Work Management LLC           | Service Agreement  | InfoArmor Inc. (DBA Allstate Identity Protection)         | 7001 N. Scottsdale Road, Suite 2020, Scottsdale, AZ 85253   | None   | \$0.00       |
| 301 | 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  |
| 302 | WW BuildCo LLC                   | Services Agreement   | Integrity Networks, Inc.                                  | 2220 Lind Ave SW, Suite 106, Renton, WA 98057, UNITED STATES  | None   | \$10,357.96  |
| 303 | WeWork Companies U.S. LLC        | Client Relationship Agreement for Services                 | International Business Machines Corporation               | 1 New Orchard Rd, Armonk, NY 10504, UNITED STATES   | None   | \$0.00       |
| 304 | WeWork Companies U.S. LLC        | WeWork Finance & Administrative Services Statement of Work | International Business Machines Corporation               | 1 New Orchard Rd, Armonk, NY 10504, UNITED STATES   | None   | \$159,938.53 |
| 305 | We Work Management LLC           | Statement of Work  | InterWorks Inc  | 1425 S Sangre Road, Stillwater, OK 74074, UNITED STATES   | None   | \$249.88     |
| 306 | We Work Management LLC           | Master Service Agreement                                   | InterWorks Inc  | 1425 S Sangre Road, Stillwater, OK 74074, UNITED STATES   | None   | \$0.00       |
| 307 | Common Desk Operations LLC       | Management Agreement                                       | ION Houston LLC   | Attn: Kurt D. Nondorf, Jackson Walker LLP, 1401 McKinney Suite 1900, Houston, TX 77010                | None   | \$0.00       |
| 308 | 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   |
| 309 | 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       |
| 310 | We Work Management LLC           | Services Agreement   | Jellyfish US Limited                                      | 250 South President St, Suite 10, Baltimore, MD 21202, UNITED STATES                                  | None   | \$16,145.23  |
| 311 | We Work Management LLC           | Pricing Agreement  | JetBrains Americas Inc.                                   | 989 East Hillsdale Blvd, Suite 200, Foster City, CA 94404, UNITED STATES                              | None   | \$0.00       |
| 312 | 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       |
| 313 | We Work Management LLC           | Purchase and Sale Agreement                                | Kaltura, Inc.   | 860 Broadway, 3rd Floor, New York, NY 10003, UNITED STATES  | None   | \$0.00       |
| 314 | We Work Management LLC           | Consulting Agreement                                       | KBA Lease Services, Inc.                                  | 1000 U.S. Highway 9, Woodbridge, NJ 07095, UNITED STATES  | None   | \$0.00       |
| 315 | 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       |
| 316 | 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   |
| 317 | 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       |
| 318 | 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       |
| 319 | 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       |
| 320 | We Work Management LLC           | Master Goods and Services Agreement                        | Lavazza North America, Inc.                               | 120 Wall Street, 27th Floor, New York, NY 10005, UNITED STATES  | New term, new minimum purchase requirement and updated terms for equipment and equipment maintenance | \$0          |
| 321 | We Work Management LLC           | Software Lease/License Agreement                           | Leadata, Inc  | 1175 Sonora Ct, Sunnyvale, CA 94087, UNITED STATES  | None   | \$0.00       |
| 322 | WeWork Companies U.S. LLC        | Engagement Letter  | Leason Ellis LLP  | 1 Barker Avenue, White Plains, NY 10601   | None   | \$1,109.00   |
| 323 | 200 PORTLAND TENANT LLC          | Telecom Contract (200 Portland St)                         | LightPath Technologies, Inc.                              | 1111 Stewart Avenue Bethpage, NY 11714, United States   | None   | \$430.00     |
| 324 | 1440 BROADWAY TENANT LLC         | Telecom Contract (1440 Broadway)                           | LightPath Technologies, Inc.                              | 1111 Stewart Avenue Bethpage, NY 11714, United States   | None   | \$284.46     |
| 325 | 408 BROADWAY TENANT LLC          | Telecom Contract (408 Broadway)                            | LightPath Technologies, Inc.                              | 1111 Stewart Avenue Bethpage, NY 11714, United States   | None   | \$316.57     |
| 326 | 125 WEST 25TH STREET TENANT LLC  | Telecom Contract (125 West 25th Street)                    | LightPath Technologies, Inc.                              | 1111 Stewart Avenue Bethpage, NY 11714, United States   | None   | \$324.23     |
| 327 | 575 LEXINGTON AVENUE TENANT LLC  | Telecom Contract (575 Lexington Ave)                       | LightPath Technologies, Inc.                              | 1111 Stewart Avenue Bethpage, NY 11714, United States   | None   | \$514.06     |
| 328 | 1881 BROADWAY HQ LLC             | Telecom Contract (1881 Broadway 3rd & 4th floors)          | LightPath Technologies, Inc.                              | 1111 Stewart Avenue Bethpage, NY 11714, United States   | None   | \$414.07     |
| 329 | 606 BROADWAY TENANT LLC          | Telecom Contract (606 Broadway)                            | LightPath Technologies, Inc.                              | 1111 Stewart Avenue Bethpage, NY 11714, United States   | None   | \$329.34     |
| 330 | We Work Management LLC           | Order Form   | LinkedIn Corporation                                      | 1000 West Maude, Sunnyvale, CA 94085, UNITED STATES   | None   | \$0.00       |
| 331 | We Work Management LLC           | License Agreement  | Litmus Software, Inc.                                     | 675 Massachusetts Ave, 10 Floor, Cambridge, MA 02139, UNITED STATES                                   | None   | \$0.00       |
| 332 | We Work Management LLC           | Master Service Agreement                                   | LiveRamp, Inc.  | 225 Bush Street, 17th FL, San Francisco, CA 94104, UNITED STATES                                      | None   | \$6,369.19   |
| 333 | WW 85 Broad LLC                  | Side Agreement   | LPQ 85 Broad, Inc.  | 50 Broad Street, 12th Floor, New York, NY 10004; Attn: General Counsel; Attn: Director of Real Estate | None   | \$0.00       |
| 334 | 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       |
| 335 | 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       |
| 336 | 1175 PEACHTREE TENANT LLC        | Telecom Contract (1175 Peachtree St NE)                    | Lumen Technologies, Inc.                                  | 100 CenturyLink Drive Monroe, LA 71203 United States  | None   | \$221.36     |
| 337 | 3300 N. INTERSTATE 35 TENANT LLC | Telecom Contract (3300 N Interstate 35)                    | Lumen Technologies, Inc.                                  | 100 CenturyLink Drive Monroe, LA 71203 United States  | None   | \$396.80     |
| 338 | 221 6TH STREET TENANT LLC        | Telecom Contract (221 W 6th St)                            | Lumen Technologies, Inc.                                  | 100 CenturyLink Drive Monroe, LA 71203 United States  | None   | \$281.12     |
| 339 | 33 ARCH STREET TENANT LLC        | Telecom Contract (33 Arch St)                              | Lumen Technologies, Inc.                                  | 100 CenturyLink Drive Monroe, LA 71203 United States  | None   | \$433.21     |
| 340 | I LINCOLN STREET TENANT LLC      | Telecom Contract (1 Lincoln St)                            | Lumen Technologies, Inc.                                  | 100 CenturyLink Drive Monroe, LA 71203 United States  | None   | \$247.92     |

| #   | Debtor Legal Entity                       | Contract to be Assumed <sup>1</sup>                      | Assumption Counterparty  | Counterparty Address                                 | Amendments to Contract | Cure Amount |
|-----|---|--|--------------------------|--|------------------------|-------------|
| 341 | 2755 CANYON BLVD WW TENANT LLC            | Telecom Contract (2755 Canyon Blvd)                      | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$279.77    |
| 342 | 330 NORTH WABASH TENANT LLC               | Telecom Contract (330 N Wabash Ave)                      | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$278.74    |
| 343 | 222 S RIVERSIDE PLAZA TENANT LLC          | Telecom Contract (222 S Riverside Plaza)                 | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$468.42    |
| 344 | 615 S. TENANT LLC                         | Telecom Contract (615 S College St)                      | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$282.24    |
| 345 | SOUTH TRYON STREET TENANT LLC             | Telecom Contract (1422 S Tryon St)                       | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$366.55    |
| 346 | 1201 WILSON BLVD TENANT LLC               | Telecom Contract (1201 Wilson Blvd)                      | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$283.25    |
| 347 | WV 1550 WEWATTA STREET LLC                | Telecom Contract (1550 Wewatta St)                       | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$298.58    |
| 348 | 1200 17TH STREET TENANT LLC               | Telecom Contract (1200 17th Street)                      | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$1,419.49  |
| 349 | 1615 PLATTE STREET TENANT LLC             | Telecom Contract (1615 Platte St)                        | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$553.12    |
| 350 | 205 NORTH DETROIT STREET TENANT LLC       | Telecom Contract (205 Detroit Street)                    | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$287.83    |
| 351 | 3900 W ALAMEDA AVE TENANT LLC             | Telecom Contract (3900 W Alameda Ave)                    | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$0.00      |
| 352 | 222 NORTH SEPULVEDA TENANT LLC            | Telecom Contract (222 Pacific Coast Highway)             | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$781.18    |
| 353 | 400 SPECTRUM CENTER DRIVE TENANT LLC      | Telecom Contract (400 Spectrum Center Dr)                | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$266.49    |
| 354 | 695 TOWN CENTER DRIVE TENANT LLC          | Telecom Contract (695 Town Center Dr)                    | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$266.49    |
| 355 | 2211 MICHELSON DRIVE TENANT LLC           | Telecom Contract (2211 Michelson Drive)                  | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$422.44    |
| 356 | 10845 GRIFFITH PEAK DRIVE TENANT LLC      | Telecom Contract (10845 Griffith Peak Dr)                | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$266.44    |
| 357 | 6543 SOUTH LAS VEGAS BOULEVARD TENANT LLC | Telecom Contract (6543 South Las Vegas Blvd)             | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$271.77    |
| 358 | 3003 WOODBRIDGE AVE TENANT LLC            | Telecom Contract (3003 Woodbridge Ave)                   | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$445.89    |
| 359 | 3003 WOODBRIDGE AVE TENANT LLC            | Telecom Contract (3003 Woodbridge Ave)                   | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$77.83     |
| 360 | 78 SW 7TH STREET TENANT LLC               | Telecom Contract (78 SW 7th st)                          | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$331.93    |
| 361 | 225 SOUTH 6TH ST TENANT LLC               | Telecom Contract (225 South 6th St)                      | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$287.94    |
| 362 | 729 WASHINGTON AVE TENANT LLC             | Telecom Contract (729 N Washington Ave)                  | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$381.04    |
| 363 | 150 4TH AVE N TENANT LLC                  | Telecom Contract (150 4th Ave N)                         | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$293.06    |
| 364 | 49 WEST 27TH STREET HQ LLC                | Telecom Contract (49 West 27th Street)                   | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$0.00      |
| 365 | 450 LEXINGTON TENANT LLC                  | Telecom Contract (450 Lexington Ave)                     | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$277.48    |
| 366 | 609 GREENWICH STREET TENANT LLC           | Telecom Contract (609 Greenwich Street)                  | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$277.48    |
| 367 | 2425 EAST CAMELBACK ROAD TENANT LLC       | Telecom Contract (2425 East Camelback Road)              | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$266.44    |
| 368 | 410 NORTH SCOTTSDALE ROAD TENANT LLC      | Telecom Contract (410 North Scottsdale Road)             | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$274.87    |
| 369 | 1 GLENWOOD AVE TENANT LLC                 | Telecom Contract (1 Glenwood Ave)                        | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$268.51    |
| 370 | 110 CORCORAN STREET TENANT LLC            | Telecom Contract (110 Corcoran Street)                   | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$268.51    |
| 371 | 8910 UNIVERSITY CENTER LANE TENANT LLC    | Telecom Contract (8910 University Center Lane Suite 400) | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$286.35    |
| 372 | WV 107 SPRING STREET LLC                  | Telecom Contract (107 Spring St)                         | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$246.07    |
| 373 | 1448 NW MARKET STREET TENANT LLC          | Telecom Contract (1448 NW Market Street)                 | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$519.33    |
| 374 | 255 S KING ST TENANT LLC                  | Telecom Contract (255 S King St)                         | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$268.18    |
| 375 | 1600 7TH AVENUE TENANT LLC                | Telecom Contract (1600 7th Avenue Suite #700)            | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$445.11    |
| 376 | 800 BELLEVUE WAY TENANT LLC               | Telecom Contract (800 Bellevue Way NE)                   | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$341.16    |
| 377 | 1201 3RD AVENUE TENANT LLC                | Telecom Contract (1201 3rd Ave)                          | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$268.18    |
| 378 | 10885 NE 4TH STREET TENANT LLC            | Telecom Contract (10885 Northeast 4th St)                | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$285.96    |
| 379 | 600 CALIFORNIA STREET TENANT LLC          | Telecom Contract (600 California St)                     | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$317.57    |
| 380 | 201 SPEAR ST TENANT LLC                   | Telecom Contract (201 Spear St)                          | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$390.12    |
| 381 | 650 CALIFORNIA STREET TENANT LLC          | Telecom Contract (650 California Street)                 | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$290.54    |
| 382 | 415 MISSION STREET TENANT LLC             | Telecom Contract (415 Mission Street)                    | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$272.66    |
| 383 | 333 WEST SAN CARLOS TENANT LLC            | Telecom Contract (333 West San Carlos Street)            | Lumen Technologies, Inc. | 100 CenturyLink Drive Monroe, LA 71203 United States | None                   | \$351.43    |

| #   | Debtor Legal Entity                   | Contract to be Assumed <sup>1</sup>           | Assumption Counterparty                      | Counterparty Address  | Amendments to Contract | Cure Amount  |
|-----|---------------------------------------|---|--|---|------------------------|--------------|
| 384 | 460 WEST 50 NORTH TENANT LLC          | Telecom Contract (160 West 50 North)          | Lumen Technologies, Inc.                     | 100 CenturyLink Drive Monroe, LA 71203 United States  | None                   | \$271.23     |
| 385 | 501 EAST KENNEDY BOULEVARD TENANT LLC | Telecom Contract (501 East Kennedy Boulevard) | Lumen Technologies, Inc.                     | 100 CenturyLink Drive Monroe, LA 71203 United States  | None                   | \$265.99     |
| 386 | We Work Management LLC                | Telecom Contract (2820 Northwestern Parkway)  | Lumen Technologies, Inc.                     | 100 CenturyLink Drive Monroe, LA 71203 United States  | None                   | \$740.00     |
| 387 | We Work Management LLC                | Telecom Contract (2820 Northwestern Parkway)  | Lumen Technologies, Inc.                     | 100 CenturyLink Drive Monroe, LA 71203 United States  | None                   | \$1,054.97   |
| 388 | 6900 NORTH DALLAS PARKWAY TENANT LLC  | Telecom Contract (6900 North Dallas Parkway)  | Lumen Technologies, Inc.                     | 100 CenturyLink Drive Monroe, LA 71203 United States  | None                   | \$287.82     |
| 389 | 901 NORTH GLEBE ROAD TENANT LLC       | Telecom Contract (901 North Glebe Road)       | Lumen Technologies, Inc.                     | 100 CenturyLink Drive Monroe, LA 71203 United States  | None                   | \$304.49     |
| 390 | 10900 STONELAKE BOULEVARD TENANT LLC  | Telecom Contract (10900 Stonelake Boulevard)  | Lumen Technologies, Inc.                     | 100 CenturyLink Drive Monroe, LA 71203 United States  | None                   | \$267.72     |
| 391 | 1100 MAIN STREET TENANT LLC           | Telecom Contract (1100 Main Street)           | Lumen Technologies, Inc.                     | 100 CenturyLink Drive Monroe, LA 71203 United States  | None                   | \$295.19     |
| 392 | 1150 SOUTH OLIVE STREET TENANT LLC    | Telecom Contract (1150 South Olive Street)    | Lumen Technologies, Inc.                     | 100 CenturyLink Drive Monroe, LA 71203 United States  | None                   | \$300.70     |
| 393 | 475 SANSCHE ST TENANT LLC             | Telecom Contract (475 Sansome St)             | Lumen Technologies, Inc.                     | 100 CenturyLink Drive Monroe, LA 71203 United States  | None                   | \$293.11     |
| 394 | 611 NORTH BRAND BOULEVARD TENANT LLC  | Telecom Contract (611 North Brand Boulevard)  | Lumen Technologies, Inc.                     | 100 CenturyLink Drive Monroe, LA 71203 United States  | None                   | \$287.15     |
| 395 | 4041 MACARTHUR BOULEVARD TENANT LLC   | Telecom Contract (4041 MacArthur Boulevard)   | Lumen Technologies, Inc.                     | 100 CenturyLink Drive Monroe, LA 71203 United States  | None                   | \$266.49     |
| 396 | 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  |
| 397 | WW 520 BROADWAY LLC                   | Telecom Contract (520 Broadway)               | Manhattan Telecommunications Corporation LLC | 55 Water Street New York, NY 10041 United States  | None                   | \$54.97      |
| 398 | 424-438 FIFTH AVENUE TENANT LLC       | Telecom Contract (424 5th Ave)                | Manhattan Telecommunications Corporation LLC | 55 Water Street New York, NY 10041 United States  | None                   | \$14.04      |
| 399 | 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       |
| 400 | We Work Management LLC                | Master Service Agreement                      | MarkMonitor Inc                              | 50 CALIFORNIA ST, SUITE 200, San Francisco, CA 92111, UNITED STATES                                 | None                   | \$3,173.00   |
| 401 | We Work Management LLC                | Master Services Agreement                     | Marsh USA Inc.                               | 1166 Avenue of the Americas New York, NY 10036 United States  | None                   | \$0.00       |
| 402 | We Work Management LLC                | Services Agreement                            | Matterport, Inc.                             | 352 E Java Dr, Sunnyvale, CA 94089, UNITED STATES   | None                   | \$0.00       |
| 403 | WW BuildCo LLC                        | Master Service Agreement                      | Maxus Group, Inc                             | 346 Seventh Avenue, Suite 401, New York, NY 10001, UNITED STATES                                    | None                   | \$126,938.95 |
| 404 | We Work Management LLC                | Consulting Agreement                          | Megaport                                     | 6790 Embarcadero Ln, #100, Carlsbad, CA 92011, UNITED STATES  | None                   | \$6,176.44   |
| 405 | 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       |
| 406 | 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       |
| 407 | 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       |
| 408 | We Work Management LLC                | Enterprise Agreement                          | Microsoft Corporation                        | One Microsoft Way, Redmond, WA 98052, UNITED STATES   | Reduced volume         | \$0.00       |
| 409 | We Work Management LLC                | Partnership/JV Agreements                     | Microsoft Corporation                        | One Microsoft Way, Redmond, WA 98052, UNITED STATES   | Reduced volume         | \$0.00       |
| 410 | We Work Management LLC                | Enterprise Enrollment Agreement               | Microsoft Corporation                        | One Microsoft Way, Redmond, WA 98052, UNITED STATES   | Reduced volume         | \$0.00       |
| 411 | 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       |
| 412 | We Work Management LLC                | Sponsorship Agreement                         | Microsoft Corporation                        | One Microsoft Way, Redmond, WA 98052, UNITED STATES   | Reduced volume         | \$0.00       |
| 413 | We Work Management LLC                | Services Agreement                            | Microsol Resources                           | 214 West 29th Street, New York, NY 10001, UNITED STATES   | None                   | \$0.00       |
| 414 | We Work Management LLC                | Services Agreement                            | Milk Stork, Inc.                             | 2085 E. Bayshore, #50656, Palo Alto, CA 94303, UNITED STATES  | None                   | \$0.00       |
| 415 | We Work Management LLC                | Statement of Work                             | Milk Stork, Inc.                             | 2085 E. Bayshore, #50656, Palo Alto, CA 94303, UNITED STATES  | None                   | \$0.00       |
| 416 | WeWork Companies U.S. LLC             | Consulting Agreement                          | MindStream Analytics, LLC                    | 745 Atlantic Avenue, Boston, MA 02111, UNITED STATES  | None                   | \$0.00       |
| 417 | We Work Management LLC                | Consulting Agreement                          | MindStream Analytics, LLC                    | 745 Atlantic Avenue, Boston, MA 02111, UNITED STATES  | None                   | \$0.00       |
| 418 | We Work Management LLC                | Master Service Agreement                      | MindStream Analytics, LLC                    | 1021 E Lincolnway, #264, Cheyenne, WY 82001, UNITED STATES  | None                   | \$0.00       |
| 419 | We Work Management LLC                | Services Agreement                            | MindTickle, Inc.                             | ATTN: President, 55 2nd Street, Suite 550, San Francisco, CA 94105, UNITED STATES                   | None                   | \$0.00       |
| 420 | We Work Management LLC                | Purchase and Sale Agreement                   | MindTickle, Inc.                             | 535 Mission St, 14th Floor, San Francisco, CA 94105, UNITED STATES                                  | None                   | \$0.00       |
| 421 | 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       |
| 422 | We Work Management LLC                | Software Lease/License Agreement              | Mitratech Holdings, Inc.                     | 5001 Plaza on Lake, Austin, TX 78746, UNITED STATES   | None                   | \$0.00       |
| 423 | 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   |
| 424 | 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       |
| 425 | WeWork Companies U.S. LLC             | Statement of Work                             | Moss Adams LLP                               | 999 Third Avenue, Suite 2800, Seattle, WA 98104, UNITED STATES                                      | None                   | \$0.00       |
| 426 | We Work Management LLC                | Services Agreement                            | Moss Adams LLP                               | 999 Third Avenue, Suite 2800, Seattle, WA 98104, UNITED STATES                                      | None                   | \$0.00       |

| #   | Debtor Legal Entity        | Contract to be Assumed <sup>1</sup>                | Assumption Counterparty                        | Counterparty Address  | Amendments to Contract | Cure Amount  |
|-----|----------------------------|--|--|---|------------------------|--------------|
| 427 | 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  |
| 428 | 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  |
| 429 | We Work Management LLC     | Software Lease/License Agreement                   | Myriad360, LLC                                 | 199 Water Street, 34th Floor, New York, NY 10038, UNITED STATES   | None                   | \$0.00       |
| 430 | We Work Management LLC     | Data License                                       | Myriad360, LLC                                 | 199 Water Street, 34th Floor, New York, NY 10038, UNITED STATES   | None                   | \$0.00       |
| 431 | WeWork Companies U.S. LLC  | Consulting Agreement                               | NaTakallam LLC                                 | 2 Columbus Ave, Apt 24 A, New York, NY 10023, UNITED STATES   | None                   | \$0.00       |
| 432 | We Work Management LLC     | Consulting Agreement                               | NaTakallam LLC                                 | 2 Columbus Ave, Apt 24 A, New York, NY 10023, UNITED STATES   | None                   | \$0.00       |
| 433 | WW BuildCo LLC             | Consulting Agreement                               | Ncircle Tech Private Limited                   | Unit 2, Office No. 3, 4th Floor, Building no. IT7, Qubix SZ, Blue Ridge, Hinjewadi Phase I, Pune, INDIA             | None                   | \$36,437.20  |
| 434 | We Work Management LLC     | Master Service Agreement                           | NCS Moving Services                            | 1517 63rd St, Emeryville, CA 94608, UNITED STATES   | None                   | \$0.00       |
| 435 | 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  |
| 436 | We Work Management LLC     | Order Form   | Negotiatus Corp.                               | 260 W. 39th Street, Floor 15, New York, NY 10018, UNITED STATES   | None                   | \$0.00       |
| 437 | 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  |
| 438 | We Work Management LLC     | Master Service Agreement                           | NetDocuments Software, Inc.                    | 2500 West Executive Parkway, Suite 350, Lehi, UT 84043, UNITED STATES   | None                   | \$0.00       |
| 439 | 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  |
| 440 | 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       |
| 441 | WW BuildCo LLC             | Services Order                                     | New York Security Solutions, Inc               | 162-38 Pidgeon Meadow Road, Flushing, NY 11358, UNITED STATES   | None                   | \$0.00       |
| 442 | 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       |
| 443 | 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       |
| 444 | We Work Management LLC     | Consulting Agreement                               | Nfinity Global Inc.                            | 3312 Rosedale St, Ste 202C, Gig Harbor, WA 98335, UNITED STATES   | None                   | \$198,366.00 |
| 445 | We Work Management LLC     | Statement of Work #2 Lease Administration Services | NTrust Holdings LLC                            | 7026 Citrine Bluff Way, Las Vegas, NV 89148   | New term               | \$95,975.00  |
| 446 | 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       |
| 447 | We Work Management LLC     | Software Lease/License Agreement                   | OfficeRND                                      | 84 ECCLESTON SQUARE, London, UNITED KINGDOM   | None                   | \$2,277.00   |
| 448 | We Work Management LLC     | Subscription Agreement                             | OKTA, Inc                                      | Attn: Rick Delgado, 100 1st Street, San Francisco, CA 94105, UNITED STATES  | None                   | \$0.00       |
| 449 | We Work Management LLC     | License Agreement                                  | One Clipboard, Inc. (DBA Splash)               | 233 BROADWAY, 28TH FLOOR, NEW YORK, NY 10279, UNITED STATES   | None                   | \$0.00       |
| 450 | 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       |
| 451 | We Work Management LLC     | Services Agreement                                 | One Clipboard, Inc. (DBA Splash)               | 122 W 26th St, New York, NY 10001, UNITED STATES  | None                   | \$0.00       |
| 452 | We Work Management LLC     | Renewal Order Form Q-376620                        | OneTrust LLC                                   | 1200 Abernathy Rd, NE Bldg 600, Atlanta, GA 30328   | None                   | \$0.00       |
| 453 | We Work Management LLC     | Renewal Order Form Q-379136                        | OneTrust LLC                                   | 1200 Abernathy Rd, NE Bldg 600, Atlanta, GA 30328   | None                   | \$0.00       |
| 454 | We Work Management LLC     | Services Agreement                                 | Oomnitza Inc.                                  | ATTN: Amanda Grappetti, 548 Market St, Suite 18912, San Francisco, CA 94104-5401, UNITED STATES                     | None                   | \$0.00       |
| 455 | 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       |
| 456 | WW BuildCo LLC             | Master Service Agreement                           | Operational Technology Integrators             | 1200 Concord Avenue, Suite 255, Concord, CA 94520, UNITED STATES  | None                   | \$8,718.58   |
| 457 | We Work Management LLC     | Ordering Document                                  | Oracle America, Inc.                           | 500 Oracle Parkway, Redwood Shores, CA 94065  | None                   | \$11,197.56  |
| 458 | 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       |
| 459 | We Work Management LLC     | Purchase and Sale Agreement                        | Orasi Software, Inc.                           | 114 Townpark Drive, Suite 400, Kennesaw, GA 30144, UNITED STATES  | None                   | \$0.00       |
| 460 | We Work Management LLC     | Software Lease/License Agreement                   | Packagex, Inc.                                 | 500 7th Avenue, New York, NY 10018, UNITED STATES   | None                   | \$114,912.29 |
| 461 | We Work Management LLC     | Data Processing Agreement                          | PagerDuty, Inc                                 | 600 Townsend St, #200, San Francisco, CA 94103, UNITED STATES   | None                   | \$0.00       |
| 462 | We Work Management LLC     | Master Subscription Agreement                      | Palantir Technologies Inc.                     | 1555 Blake Street, Suite 250, Denver, Colorado 80202  | None                   | \$0.00       |
| 463 | 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       |
| 464 | 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       |
| 465 | WeWork Inc.                | Master Service Agreement                           | Poppulo Inc                                    | 1601 Trapelo Road, Waltham, MA 02451, UNITED STATES   | None                   | \$0.00       |
| 466 | We Work Management LLC     | Master Service Agreement                           | Poppulo Inc                                    | 1601 Trapelo Road, Waltham, MA 02451, UNITED STATES   | None                   | \$0.00       |
| 467 | We Work Management LLC     | Purchase and Sale Agreement                        | Poppulo Inc                                    | 1601 Trapelo Road, Waltham, MA 02451, UNITED STATES   | None                   | \$0.00       |
| 468 | 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       |
| 469 | We Work Management LLC     | Services Agreement                                 | Practising Law Institute                       | 1177 Avenue of the Americas, New York, NY 10036, UNITED STATES  | None                   | \$0.00       |
| 470 | We Work Management LLC     | Subscription Agreement                             | Precision Computer Services, Inc.              | 175 Constitution Blvd. S, Shelton, CT 06464, UNITED STATES  | None                   | \$0.00       |

| #   | Debtor Legal Entity                            | Contract to be Assumed <sup>1</sup>               | Assumption Counterparty                                 | Counterparty Address  | Amendments to Contract   | Cure Amount  |
|-----|--|---|---|---|--|--------------|
| 471 | We Work Management LLC                         | Master Service Agreement                          | Precision Computer Services, Inc.                       | 175 Constitution Blvd. S, Shelton, CT 06464, UNITED STATES  | None   | \$0.00       |
| 472 | 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 |
| 473 | 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       |
| 474 | We Work Management LLC                         | Software Lease/License Agreement                  | Procure Technologies, Inc.                              | 6309 Carpinteria Avenue, Carpinteria, CA 93013, UNITED STATES   | None   | \$0.00       |
| 475 | We Work Management LLC                         | Purchase and Sale Agreement                       | Procure Technologies, Inc.                              | 6309 Carpinteria Avenue, Carpinteria, CA 93013, UNITED STATES   | None   | \$0.00       |
| 476 | WeWork Companies U.S. LLC                      | Purchase and Sale Agreement                       | PSPIB Longhorns REIT LLC, et. al.                       | PSP Investments, 1250 Boulevard René-Lévesque West, Suite 1400, Montreal, Quebec H3B 5E9 Canada                                   | None   | \$0.00       |
| 477 | We Work Management LLC                         | Master Goods and Services Agreement               | Rancilio Group North America Inc.                       | 11130 Katherine's Crossing, Suite 800 Woodridge, IL 60517, UNITED STATES  | N/A  | \$17,060.00  |
| 478 | 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   |
| 479 | 1201 WILSON BLVD TENANT LLC                    | Telecom Contract (1201 Wilson Blvd)               | RCN Corporation   | 650 College Rd E Ste 3100, Princeton, NJ 08540 United States  | None   | \$391.00     |
| 480 | 154 W 14TH STREET TENANT LLC                   | Telecom Contract (154 W 14th)                     | RCN Corporation   | 650 College Rd E Ste 3100, Princeton, NJ 08540 United States  | None   | \$231.00     |
| 481 | 460 PARK AVE SOUTH TENANT LLC                  | Telecom Contract (450/460 Park Avenue South)      | RCN Corporation   | 650 College Rd E Ste 3100, Princeton, NJ 08540 United States  | None   | \$328.00     |
| 482 | 1333 NEW HAMPSHIRE AVENUE NORTHWEST TENANT LLC | Telecom Contract (1333 New Hampshire Ave NW)      | RCN Corporation   | 650 College Rd E Ste 3100, Princeton, NJ 08540 United States  | None   | \$252.67     |
| 483 | 448 NORTH LASALLE STREET TENANT LLC            | Telecom Contract (448 N La Salle Dr)              | RCN Corporation   | 650 College Rd E Ste 3100, Princeton, NJ 08540 United States  | None   | \$321.00     |
| 484 | WeWork Companies U.S. LLC                      | Guaranty Fee Agreement                            | Red Snapp Co-Work Space Management (Shanghai) Co., Ltd. | Red Snapper Co-Work Space Management (Shanghai) Co., Ltd. 1st Floor, Building 10, No. 696 Weihai Road, Jing'an District, Shanghai | Waive guarantee fees that have accrued from November 6, 2023 to May 24, 2024 | \$0.00       |
| 485 | WeWork Canada GP ULC                           | Services Agreement                                | Redpath Relocations Inc                                 | #101, 7 Burbridge St, Coquitlam, BC V3K7B2, CANADA  | None   | \$21,530.96  |
| 486 | We Work Management LLC                         | Data Processing Agreement                         | Relx Inc (Dba Lexisnexis)                               | 1801 Varsity Drive, Raleigh, NC 27606, UNITED STATES  | None   | \$0.00       |
| 487 | We Work Management LLC                         | Pricing Agreement                                 | Relx Inc (Dba Lexisnexis)                               | 1801 Varsity Drive, Raleigh, NC 27606, UNITED STATES  | None   | \$0.00       |
| 488 | We Work Management LLC                         | WeWork Barista Bar Agreement (Staffing Agreement) | Restaurant Associates, LLC                              | Attn: Dick Cattani, CEO Premier Catering Division, 132 West 31st Street, 6th Floor, New York, NY 10001, UNITED STATES             | None   | \$6,965.47   |
| 489 | WW BuildCo LLC                                 | Consulting Agreement                              | Rizzo Group   | 1333 Broadway, Suite 500, New York, NY 10018, UNITED STATES   | None   | \$0.00       |
| 490 | We Work Management LLC                         | Staffing Agreement                                | Robert Half Management Resources                        | 125 Park Avenue, 4th Floor, New York, NY 10017, UNITED STATES   | None   | \$0.00       |
| 491 | We Work Management LLC                         | Services Agreement                                | Rollbar, Inc.   | 665 3rd Street, #150, San Francisco, CA 94107, UNITED STATES  | None   | \$0.00       |
| 492 | We Work Management LLC                         | Staffing Agreement                                | ROUTERATI INC.  | 500 7th Ave, 8th Floor, New York, NY 10018, UNITED STATES   | None   | \$0.00       |
| 493 | We Work Management LLC                         | Consulting Agreement                              | RSM US LLP  | One South Wacker Drive, Suite 800, Chicago, IL 60606, UNITED STATES   | None   | \$0.00       |
| 494 | 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  |
| 495 | We Work Management LLC                         | Chrome Ordering Document                          | Sada Systems, Inc.                                      | 5250 Lankershim Blvd., Suite 620, North Hollywood, CA 91601, UNITED STATES  | None   | \$0.00       |
| 496 | 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       |
| 497 | We Work Management LLC                         | Master Service Agreement                          | SADA Systems, Inc.                                      | 5250 Lankershim Blvd., Suite 620, North Hollywood, CA 91601, UNITED STATES  | None   | \$0.00       |
| 498 | 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       |
| 499 | 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       |
| 500 | 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       |
| 501 | 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       |
| 502 | 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       |
| 503 | 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       |
| 504 | 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       |
| 505 | 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       |
| 506 | 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       |
| 507 | We Work Management LLC                         | Subscription Agreement                            | Segment.io, Inc.  | 101 15th Street, San Francisco, CA 94103, UNITED STATES   | None   | \$0.00       |
| 508 | WeWork Services LLC                            | Referral Agreement                                | SendGrid, Inc   | ATTN: Jennifer Litroja, 1801 California Street, Suite 500, Denver, CO 80202, UNITED STATES  | None   | \$0.00       |
| 509 | Common Desk Operations LLC                     | Services Agreement                                | SERVICE FIRST CLEANING LLC                              | 1408 N. Riverfront Blvd, Suite 207, Dallas, TX 75207, UNITED STATES   | None   | \$611.61     |
| 510 | 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  |
| 511 | WW BuildCo LLC                                 | Master Service Agreement                          | SHI International Corp                                  | ATTN: Jaci Brennan, 290 Davidson Ave, Somerset, NJ 08873, UNITED STATES   | None   | \$0.00       |
| 512 | 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       |
| 513 | We Work Management LLC                         | Subscription Agreement                            | Simon Data Inc  | 821 Broadway, New York, NY 10003, UNITED STATES   | None   | \$0.00       |

| #   | Debtor Legal Entity       | Contract to be Assumed <sup>1</sup>              | Assumption Counterparty                                    | Counterparty Address  | Amendments to Contract            | Cure Amount  |
|-----|---------------------------|--|--|---|-----------------------------------|--------------|
| 514 | We Work Management LLC    | Software Lease/License Agreement                 | Simon Data Inc   | 821 Broadway, Suite 400, New York, NY 10003, UNITED STATES  | None                              | \$0.00       |
| 515 | 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  |
| 516 | We Work Management LLC    | Order Form                                       | SimpleLegal, Inc.  | 144 S WHISMAN RD, SUITE #F, MOUNTAIN VIEW, CA 94041, UNITED STATES  | None                              | \$0.00       |
| 517 | WeWork Companies U.S. LLC | Engagement Letter                                | Simpson Thacher & Bartlett LLP                             | 425 Lexington Avenue, New York, NY 10017  | None                              | \$17,537.50  |
| 518 | WeWork Companies U.S. LLC | Engagement Letter                                | Smart & Biggar LP  | 55 Metcalfe Street, Suite 1000, Ottawa ON, K1P 6L5 Canada   | None                              | \$514.41     |
| 519 | 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       |
| 520 | 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       |
| 521 | We Work Management LLC    | Software Lease/License Agreement                 | Snowflake Inc.   | P.O. BOX 734951, DALLAS, TX 75373-4951, UNITED STATES   | None                              | \$49,529.20  |
| 522 | We Work Management LLC    | Subscription Agreement                           | SocialSign.in, Inc   | 248 Route 25A, Suite 24, East Setauket, NY 11733, UNITED STATES   | None                              | \$357.93     |
| 523 | We Work Management LLC    | Master Service Agreement                         | SocialSign.in, Inc   | 248 Route 25A, Suite 24, East Setauket, NY 11733, UNITED STATES   | None                              | \$0.00       |
| 524 | We Work Management LLC    | Assignment and Assumption                        | SoftServe, Inc.  | 12800 University Drive, Suite 410, Fort Myers, FL 33907, UNITED STATES  | None                              | \$199,346.73 |
| 525 | We Work Management LLC    | Purchase and Sale Agreement                      | Specialty Lighting Group, LLC                              | 74 PICKERING STREET, PORTLAND, CT 06480, UNITED STATES  | None                              | \$0.00       |
| 526 | 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       |
| 527 | 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       |
| 528 | 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       |
| 529 | WeWork Companies U.S. LLC | Staffing Agreement                               | Staffed Inc.   | 379 West Broadway, 4th Floor, New York, NY 10012, UNITED STATES   | None                              | \$0.00       |
| 530 | We Work Management, LLC   | Master Goods and Services Framework Agreement    | Staples Contract & Commercial LLC                          | 500 Staples Drive, Farmington, MA 01702, UNITED STATES  | N/A                               | \$0.00       |
| 531 | We Work Management LLC    | LOCAL G&S AGREEMENT (CANADA)                     | Staples Contract & Commercial LLC                          | 500 Staples Drive, Farmington, MA 01702, UNITED STATES  | N/A                               | \$0.00       |
| 532 | We Work Management LLC    | LOCAL G&S AGREEMENT (USA)                        | Staples Contract & Commercial LLC                          | 500 Staples Drive, Farmington, MA 01702, UNITED STATES  | N/A                               | \$0.00       |
| 533 | We Work Management LLC    | Staples Advantage Proprietary Products Agreement | Staples Contract & Commercial LLC                          | 500 Staples Drive, Farmington, MA 01702, UNITED STATES  | N/A                               | \$0.00       |
| 534 | We Work Management LLC    | Services Agreement                               | Stormloop Technologies LLC                                 | 507 Green Hill, Berwyn, PA 19312, UNITED STATES   | None                              | \$0.00       |
| 535 | We Work Management LLC    | Services Agreement                               | Stripe Payments Australia Pty Ltd.                         | Level 7, 222 Exhibition Street, Melbourne, VIC, AUSTRALIA   | None                              | \$0.00       |
| 536 | We Work Management LLC    | Services Agreement                               | Stripe Payments Canada Ltd.                                | 1200 Waterfront Centre, 200 Burrard Street, Vancouver, BC 7X 1T2, CANADA  | None                              | \$0.00       |
| 537 | We Work Management LLC    | Services Agreement                               | Stripe Payments Singapore Pte. Ltd.                        | 8 Marina Boulevard, Singapore, SINGAPORE  | None                              | \$0.00       |
| 538 | We Work Management LLC    | Services Agreement                               | Stripe, Inc.   | 510 Townsend Street, San Francisco, CA 94103, UNITED STATES   | None                              | \$0.00       |
| 539 | We Work Management LLC    | Consulting Agreement                             | Studio Rodrigo LLC   | 573 Sackett Street, Brooklyn, NY 11217, UNITED STATES   | None                              | \$0.00       |
| 540 | 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       |
| 541 | 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       |
| 542 | 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       |
| 543 | WW BuildCo LLC            | Consulting Agreement                             | Syska Hennessy Group Inc                                   | 1515 Broadway, New York, NY 10036, UNITED STATES  | None                              | \$0.00       |
| 544 | TBD (Common Desk)         | Unexpired Lease                                  | TBD  | TBD   | None                              | \$0.00       |
| 545 | 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  |
| 546 | 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       |
| 547 | 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       |
| 548 | 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       |
| 549 | 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       |
| 550 | We Work Management LLC    | Services Agreement                               | The Printing House Limited                                 | 1403 Bathurst Street, Toronto, ON M5R 3H8, CANADA   | None                              | \$39.07      |
| 551 | 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       |
| 552 | 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       |
| 553 | 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       |
| 554 | 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   |
| 555 | 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  |
| 556 | We Work Management LLC    | License Agreement                                | Trimble Inc (DBA SketchUp)                                 | 935 Stewart Drive, Sunnyvale, CA 94085, UNITED STATES   | None                              | \$0.00       |

| #   | Debtor Legal Entity                           | Contract to be Assumed <sup>1</sup>                   | Assumption Counterparty           | Counterparty Address  | Amendments to Contract                     | Cure Amount  |
|-----|---|---|-----------------------------------|---|--|--------------|
| 557 | We Work Management LLC                        | Services Agreement                                    | TripActions Inc (DBA Navan)       | 490 Sherman Ave, Palo Alto, CA 94306, UNITED STATES   | None                                       | \$0.00       |
| 558 | We Work Management LLC                        | Purchase and Sale Agreement                           | Tripleseat Software LLC           | 300 Baker Ave, Concord, MA 07120, UNITED STATES   | None                                       | \$107.38     |
| 559 | We Work Management LLC                        | Software Lease/License Agreement                      | Tripleseat Software LLC           | 300 Baker Ave, Concord, MA 07120, UNITED STATES   | None                                       | \$0.00       |
| 560 | WW BuildCo LLC                                | Construction Agreement                                | Turner Construction Company       | 875 Hudson Street, New York, NY 10014, UNITED STATES  | None                                       | \$0.00       |
| 561 | We Work Management LLC                        | Order Form (Sendgrid)                                 | Twilio Inc.                       | 101 Spear Street, 1st Floor, San Francisco, CA, 94105   | None                                       | \$0.00       |
| 562 | We Work Management LLC                        | Order Form (Segment)                                  | Twilio Inc.                       | 101 Spear Street, 1st Floor, San Francisco, CA, 94105   | None                                       | \$0.00       |
| 563 | We Work Management LLC                        | Software Lease/License Agreement                      | UiPath, Inc                       | 90th Park Ave, 20th Floor, New York, NY 10016, UNITED STATES                                    | None                                       | \$0.00       |
| 564 | 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       |
| 565 | We Work Management LLC                        | Software Lease/License Agreement                      | Unbabel Inc                       | 399 Fremont Street, San Francisco, CA 94105, UNITED STATES                                      | None                                       | \$0.00       |
| 566 | We Work Management LLC                        | Janitorial Services Agreement                         | Unity Building Services, Inc.     | 379 Fifth Avenue, 2nd Floor, New York, NY 10016, UNITED STATES                                  | New term and updated pricing and locations | \$220,000.00 |
| 567 | 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  |
| 568 | We Work Management LLC                        | Leave Administration Agreement                        | Unum Group                        | Attn: Absence Management Center, 1 Fountain Square, Chattanooga, Tennessee 37402, United States | None                                       | \$0.00       |
| 569 | We Work Management LLC                        | Data Processing Agreement                             | Upflex, Inc.                      | 833 Broadway, 2nd Floor, New York, NY 10003, UNITED STATES                                      | None                                       | \$65,831.37  |
| 570 | We Work Management LLC                        | Services Agreement                                    | Upflex, Inc.                      | 833 Broadway, 2nd Floor, New York, NY 10003, UNITED STATES                                      | None                                       | \$0.00       |
| 571 | 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  |
| 572 | 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  |
| 573 | We Work Management LLC                        | Software Lease/License Agreement                      | Valimail, Inc.                    | 1942 Broadway, Ste 314C, Boulder, CO 80302, UNITED STATES                                       | None                                       | \$0.00       |
| 574 | We Work Management LLC                        | Subscription Agreement                                | VANTA INC                         | 369 Hayes St., San Francisco, CA 94102, UNITED STATES   | None                                       | \$0.00       |
| 575 | We Work Management LLC                        | Network Transfer Agreement                            | VaynerMedia, LLC                  | 10 HUDSON YARDS, 25TH FLOOR, NEW YORK, NY 10001, UNITED STATES                                  | None                                       | \$14,366.73  |
| 576 | WeWork Companies U.S. LLC                     | Consulting Agreement                                  | VaynerMedia, LLC                  | 10 HUDSON YARDS, 25TH FLOOR, NEW YORK, NY 10001, UNITED STATES                                  | None                                       | \$0.00       |
| 577 | We Work Management LLC                        | Consulting Agreement                                  | VaynerMedia, LLC                  | 10 HUDSON YARDS, 25TH FLOOR, NEW YORK, NY 10001, UNITED STATES                                  | None                                       | \$0.00       |
| 578 | 1175 PEACHTREE TENANT LLC                     | Telecom Contract (1175 Peachtree St NE)               | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None                                       | \$416.80     |
| 579 | 3280 PEACHTREE ROAD NE TENANT LLC             | Telecom Contract (3280 Peachtree Rd NE)               | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None                                       | \$896.06     |
| 580 | WW 600 CONGRESS LLC                           | Telecom Contract (600 Congress Ave)                   | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None                                       | \$416.80     |
| 581 | 3300 N. INTERSTATE 35 TENANT LLC              | Telecom Contract (3300 N Interstate 35)               | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None                                       | \$717.18     |
| 582 | 11801 DOMAIN BLVD TENANT LLC                  | Telecom Contract (11801 Domain Blvd)                  | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None                                       | \$717.18     |
| 583 | WW 240 BEDFORD LLC                            | Telecom Contract (240 Bedford Avenue)                 | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None                                       | \$627.49     |
| 584 | 195 MONTAGUE STREET TENANT LLC                | Telecom Contract (195 Montague Street)                | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None                                       | \$627.49     |
| 585 | 625 MASSACHUSETTS TENANT LLC                  | Telecom Contract (625 Massachusetts Ave)              | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None                                       | \$670.07     |
| 586 | 1 BEACON STREET TENANT LLC                    | Telecom Contract (1 Beacon Street)                    | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None                                       | \$707.99     |
| 587 | 33 ARCH STREET TENANT LLC                     | Telecom Contract (33 Arch St)                         | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None                                       | \$1,038.85   |
| 588 | 501 BOYLSTON STREET TENANT LLC                | Telecom Contract (501 Boylston Street)                | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None                                       | \$377.80     |
| 589 | 77 SLEEPER STREET TENANT LLC                  | Telecom Contract (77 Sleeper St)                      | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None                                       | \$1,103.18   |
| 590 | 711 ATLANTIC AVE TENANT LLC                   | Telecom Contract (711 Atlantic Ave)                   | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None                                       | \$475.69     |
| 591 | 700 K STREET NW TENANT LLC                    | Telecom Contract (700 K Street Northwest)             | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None                                       | \$475.69     |
| 592 | 1775 TYSONS BOULEVARD TENANT LLC              | Telecom Contract (1775 Tysons Blvd)                   | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None                                       | \$627.48     |
| 593 | 80 M STREET SE TENANT LLC                     | Telecom Contract (80 M St SE)                         | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None                                       | \$1,297.55   |
| 594 | 1701 RHODE ISLAND AVENUE NORTHWEST TENANT LLC | Telecom Contract (1701 Rhode Island Avenue Northwest) | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None                                       | \$1,103.19   |
| 595 | 200 MASSACHUSETTS AVE NW TENANT LLC           | Telecom Contract (200 Massachusetts Avenue Northwest) | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None                                       | \$627.48     |
| 596 | 1200 17TH STREET TENANT LLC                   | Telecom Contract (1200 17th Street)                   | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None                                       | \$416.80     |
| 597 | 2700 POST OAK BLVD. TENANT LLC                | Telecom Contract (2700 Post Oak Blvd)                 | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None                                       | \$614.29     |
| 598 | 1828 WALNUT ST TENANT LLC                     | Telecom Contract (1828 Walnut St)                     | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None                                       | \$717.19     |
| 599 | WW 520 BROADWAY LLC                           | Telecom Contract (520 Broadway)                       | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None                                       | \$416.80     |

| #   | Debtor Legal Entity              | Contract to be Assumed <sup>1</sup>               | Assumption Counterparty                                      | Counterparty Address  | Amendments to Contract   | Cure Amount |
|-----|----------------------------------|---|--|---|--|-------------|
| 600 | WW 312 ARIZONA LLC               | Telecom Contract (312 Arizona Ave)                | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$1,004.14  |
| 601 | 177 E COLORADO BLVD TENANT LLC   | Telecom Contract (177 E. Colorado Blvd.)          | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$674.84    |
| 602 | 8687 MELROSE AVENUE TENANT LLC   | Telecom Contract (750 N San Vicente Blvd)         | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$851.35    |
| 603 | 78 SW 7TH STREET TENANT LLC      | Telecom Contract (78 SW 7th st)                   | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$0.00      |
| 604 | WW 222 BROADWAY LLC              | Telecom Contract (222 Broadway)                   | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$377.80    |
| 605 | 148 LAFAYETTE STREET TENANT LLC  | Telecom Contract (148 Lafayette St)               | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$638.00    |
| 606 | 160 VARICK STREET TENANT LLC     | Telecom Contract (160 Varick Street)              | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$627.48    |
| 607 | WW 379 W BROADWAY LLC            | Telecom Contract (379 West Broadway)              | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$514.58    |
| 608 | WW 79 MADISON LLC                | Telecom Contract (27 E 28th St/WeWork 79 Madison) | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$514.58    |
| 609 | WW 5 W 125TH STREET LLC          | Telecom Contract (5 W 125th Street)               | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$670.07    |
| 610 | 33 IRVING TENANT LLC             | Telecom Contract (33 Irving Pl)                   | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$1,063.26  |
| 611 | 154 W 14TH STREET TENANT LLC     | Telecom Contract (154 W 14th)                     | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$548.42    |
| 612 | 130 W 42ND STREET TENANT LLC     | Telecom Contract (130 W 42nd St)                  | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$1,387.13  |
| 613 | 575 5TH AVENUE TENANT LLC        | Telecom Contract (575 5th Ave)                    | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$514.58    |
| 614 | 53 BEACH STREET TENANT LLC       | Telecom Contract (53 Beach St)                    | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$789.70    |
| 615 | 11 PARK PL TENANT LLC            | Telecom Contract (11 Park Pl)                     | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$666.60    |
| 616 | 115 BROADWAY TENANT LLC          | Telecom Contract (115 Broadway)                   | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$857.07    |
| 617 | 135 MADISON AVE TENANT LLC       | Telecom Contract (135 Madison Ave)                | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$514.58    |
| 618 | 71 5TH AVENUE TENANT LLC         | Telecom Contract (71 5th Avenue)                  | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$475.69    |
| 619 | WW 1010 HANCOCK LLC              | Telecom Contract (1010 N Hancock St)              | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$627.49    |
| 620 | 1900 MARKET STREET TENANT LLC    | Telecom Contract (1900 Market St)                 | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$377.80    |
| 621 | WW 2015 SHATTUCK LLC             | Telecom Contract (2120 University Ave)            | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$717.18    |
| 622 | WW 535 MISSION LLC               | Telecom Contract (535 Mission St)                 | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$573.95    |
| 623 | 2 EMBARCADERO CENTER TENANT LLC  | Telecom Contract (2 Embarcadero Center)           | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$416.80    |
| 624 | 650 CALIFORNIA STREET TENANT LLC | Telecom Contract (650 California Street)          | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$1,635.39  |
| 625 | 44 MONTGOMERY STREET TENANT LLC  | Telecom Contract (44 Montgomery St)               | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$896.06    |
| 626 | WW 115 W 18TH STREET LLC         | Telecom Contract (115 W 18th St)                  | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$2,435.53  |
| 627 | WW 115 W 18TH STREET LLC         | Telecom Contract (115 W 18th St)                  | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$13.74     |
| 628 | WeWork Companies U.S. LLC        | Data Protection Agreement                         | Vertis.ai Inc  | 18911 CYRIL PL, SARATOGA, CA 95070-3503, UNITED STATES  | None   | \$0.00      |
| 629 | We Work Management LLC           | License Agreement                                 | Vertis.ai Inc  | 18911 CYRIL PL, SARATOGA, CA 95070-3503, UNITED STATES  | None   | \$0.00      |
| 630 | We Work Management LLC           | Data Protection Agreement                         | Vertis.ai Inc  | 18911 CYRIL PL, SARATOGA, CA 95070-3503, UNITED STATES  | None   | \$0.00      |
| 631 | We Work Management LLC           | Subscription Agreement                            | VIRTRU CORPORATION   | 1808 Florida Avenue N.W., Washington, DC 20009, UNITED STATES   | None   | \$0.00      |
| 632 | We Work Management LLC           | Software Lease/License Agreement                  | VIRTRU CORPORATION   | 1801 Pennsylvania Ave NW, 5th Floor, Washington, DC 20006, UNITED STATES  | None   | \$0.00      |
| 633 | WeWork Companies U.S. LLC        | Consulting Agreement                              | VoconDesign Inc.   | 3142 Prospect Avenue E., Cleveland, OH 44115, UNITED STATES   | None   | \$0.00      |
| 634 | WW BuildCo LLC                   | Consulting Agreement                              | VoconDesign Inc.   | 3142 Prospect Avenue E., Cleveland, OH 44115, UNITED STATES   | None   | \$0.00      |
| 635 | WW BuildCo LLC                   | Services Agreement                                | Wachter Inc  | 16001 W 99th St, Lenexa, KS 66219, UNITED STATES  | None   | \$11,081.10 |
| 636 | 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, Montreal, Québec, Canada, H2Z 2B5   | None   | \$0.00      |
| 637 | WeWork Companies U.S. LLC        | Guaranty Fee Agreement                            | WeWork Huangpu Co-Work Space Management (Shanghai) Co., Ltd. | WeWork Huangpu Co-Work Space Management (Shanghai) Co., Ltd., Room 138, 18th Floor, Building 3, No. 2, Lane 838, South Huangpu Road, Huangpu District, Shanghai | Waive guarantee fees that have accrued from November 6, 2023 to May 24, 2024 | \$0.00      |
| 638 | 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      |
| 639 | WW BuildCo LLC                   | Consulting Agreement                              | Wise One Solutions LLC                                       | 1020 Bonner Bussells Drive, Southport, NC 28561, UNITED STATES  | None   | \$2,458.78  |
| 640 | 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      |
| 641 | WeWork Companies U.S. LLC        | Consulting Agreement                              | Wizeline, Inc  | 201 Mission St, Suite 1200, San Francisco, CA 94105, UNITED STATES  | None   | \$0.00      |
| 642 | We Work Management LLC           | Consulting Agreement                              | Wizeline, Inc  | 201 Mission St, Suite 1200, San Francisco, CA 94105, UNITED STATES  | None   | \$0.00      |

| #   | Debtor Legal Entity                      | Contract to be Assumed <sup>1</sup>                                 | Assumption Counterparty | Counterparty Address  | Amendments to Contract          | Cure Amount    |
|-----|--|---|-------------------------|---|---------------------------------|----------------|
| 643 | We Work Management LLC                   | Assignment and Assumption Agreement                                 | Wizeline, Inc           | 201 Mission St, Suite 1200, San Francisco, CA 94105, UNITED STATES                                | None                            | \$0.00         |
| 644 | 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         |
| 645 | We Work Management LLC                   | Subscription Agreement  | Workday, Inc.           | 6110 Stoneridge Mall Road, Pleasanton, CA 94588, UNITED STATES                                    | Revised scope and payment terms | \$0.00         |
| 646 | 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         |
| 647 | We Work Management LLC                   | Services Agreement  | Workday, Inc.           | 6230 Stoneridge Mall Road, Pleasanton, CA 94588, UNITED STATES                                    | Revised scope and payment terms | \$0.00         |
| 648 | We Work Management LLC                   | Services Agreement  | Workiva, Inc.           | 2900 University Boulevard, Ames, IA 50010, UNITED STATES  | Revised scope                   | \$0.00         |
| 649 | We Work Management LLC                   | Employee Benefit Agreement  | Workplace Options LLC   | 2912 Highwoods Blvd, Suite 100, Raleigh, NC 27604, UNITED STATES                                  | None                            | \$0.00         |
| 650 | We Work Management LLC                   | Assignment and Assumption Agreement                                 | Yardi Systems, Inc      | 430 S. Fairview Ave, Santa Barbara, CA 93117, UNITED STATES                                       | None                            | \$1,065,882.17 |
| 651 | WeWork Companies U.S. LLC                | Master Relationship Agreement                                       | Yardi Systems, Inc.     | 430 South Fairview Avenue, Goleta, CA 93117, UNITED STATES  | None                            | \$0.00         |
| 652 | 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         |
| 653 | We Work Management LLC                   | Operating Agreement   | Yardi Systems, Inc.     | 430 S. Fairview Ave., Santa Barbara, CA 93117, UNITED STATES                                      | None                            | \$0.00         |
| 654 | WeWork Companies U.S. LLC                | Subscription Agreement  | Yext Inc                | 1 Madison Avenue, 5th Floor, New York, NY 10010, UNITED STATES                                    | None                            | \$0.00         |
| 655 | We Work Management LLC                   | Subscription Agreement  | Yext Inc                | 61 9th Avenue, New York, NY 10011, UNITED STATES  | None                            | \$0.00         |
| 656 | 3365 Piedmont Road TENANT LLC            | Telecom Contract (3340 Peachtree Rd NE)                             | Zayo Group, LLC         | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States                                     | None                            | \$305.49       |
| 657 | 1175 Peachtree Tenant LLC                | Telecom Contract (1175 Peachtree St NE)                             | Zayo Group, LLC         | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States                                     | None                            | \$309.23       |
| 658 | 756 W Peachtree Tenant LLC               | Telecom Contract (756 W Peachtree St NW)                            | Zayo Group, LLC         | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States                                     | None                            | \$357.03       |
| 659 | 221 6th Street Tenant LLC                | Telecom Contract (221 W 6th St)                                     | Zayo Group, LLC         | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States                                     | None                            | \$327.98       |
| 660 | 2755 Canyon Blvd WW Tenant LLC           | Telecom Contract (2755 Canyon Blvd)                                 | Zayo Group, LLC         | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States                                     | None                            | \$327.98       |
| 661 | 515 N State Street Tenant LLC            | Telecom Contract (515 N State St)                                   | Zayo Group, LLC         | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States                                     | None                            | \$327.98       |
| 662 | 330 North Wabash Tenant LLC              | Telecom Contract (330 N Wabash Ave)                                 | Zayo Group, LLC         | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States                                     | None                            | \$340.13       |
| 663 | 222 S Riverside Plaza Tenant LLC         | Telecom Contract (222 S Riverside Plaza)                            | Zayo Group, LLC         | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States                                     | None                            | \$355.34       |
| 664 | 1 South Dearborn Street Tenant LLC       | Telecom Contract (1 S Dearborn St)                                  | Zayo Group, LLC         | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States                                     | None                            | \$314.86       |
| 665 | 3090 Olive Street Tenant LLC             | Telecom Contract (3090 Olive St)                                    | Zayo Group, LLC         | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States                                     | None                            | \$327.98       |
| 666 | 5215 North O'Connor Boulevard Tenant LLC | Telecom Contract (5215 N O'Connor Blvd)                             | Zayo Group, LLC         | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States                                     | None                            | \$327.98       |
| 667 | 700 K Street NW Tenant LLC               | Telecom Contract (700 K Street Northwest)                           | Zayo Group, LLC         | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States                                     | None                            | \$374.83       |
| 668 | 1100 15th Street NW Tenant LLC           | Telecom Contract (1100 15th St NW)                                  | Zayo Group, LLC         | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States                                     | None                            | \$308.49       |
| 669 | WW 1550 Wewatta Street LLC               | Telecom Contract (1550 Wewatta St)                                  | Zayo Group, LLC         | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States                                     | None                            | \$327.98       |
| 670 | 205 North Detroit Street Tenant LLC      | Telecom Contract (205 Detroit Street)                               | Zayo Group, LLC         | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States                                     | None                            | \$468.55       |
| 671 | WEWORK LA LLC                            | Telecom Contract (7083 Hollywood)                                   | Zayo Group, LLC         | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States                                     | None                            | \$680.82       |
| 672 | WW 312 Arizona LLC                       | Telecom Contract (312 Arizona Ave)                                  | Zayo Group, LLC         | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States                                     | None                            | \$319.92       |
| 673 | 10000 Washington Boulevard Tenant LLC    | Telecom Contract (10000 Washington Boulevard)                       | Zayo Group, LLC         | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States                                     | None                            | \$327.98       |
| 674 | 222 North Sepulveda Tenant LLC           | Telecom Contract (222 Pacific Coast Highway)                        | Zayo Group, LLC         | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States                                     | None                            | \$316.73       |
| 675 | 695 Town Center Drive Tenant LLC         | Telecom Contract (695 Town Center Dr)                               | Zayo Group, LLC         | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States                                     | None                            | \$327.98       |
| 676 | 225 South 6th St Tenant LLC              | Telecom Contract (225 South 6th St)                                 | Zayo Group, LLC         | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States                                     | None                            | \$262.38       |
| 677 | 1330 Lagoon Avenue Tenant LLC            | Telecom Contract (1330 Lagoon Ave)                                  | Zayo Group, LLC         | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States                                     | None                            | \$326.99       |
| 678 | WeWork Canada LP ULC                     | Telecom Contract (1275 Avenue des Canadiens-de-Montréal)            | Zayo Group, LLC         | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States                                     | None                            | \$315.42       |
| 679 | WeWork Canada LP ULC                     | Telecom Contract (1010 Rue Sainte-Catherine W Montreal, QC H3G 1R3) | Zayo Group, LLC         | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States                                     | None                            | \$335.35       |
| 680 | WW 85 Broad LLC                          | Telecom Contract (85 Broad St)                                      | Zayo Group, LLC         | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States                                     | None                            | \$580.24       |
| 681 | 450 Lexington Tenant LLC                 | Telecom Contract (450 Lexington Ave)                                | Zayo Group, LLC         | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States                                     | None                            | \$262.38       |
| 682 | 1460 Broadway Tenant LLC                 | Telecom Contract (1460 Broadway)                                    | Zayo Group, LLC         | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States                                     | None                            | \$327.98       |
| 683 | 524 Broadway Tenant LLC                  | Telecom Contract (524 Broadway)                                     | Zayo Group, LLC         | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States                                     | None                            | \$327.98       |
| 684 | 142 W 57th Street Tenant LLC             | Telecom Contract (146 W 57th St)                                    | Zayo Group, LLC         | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States                                     | None                            | \$262.38       |
| 685 | 12 East 49th Street Tenant LLC           | Telecom Contract (12 E 49th St)                                     | Zayo Group, LLC         | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States                                     | None                            | \$678.44       |

| #   | Debtor Legal Entity                            | Contract to be Assumed <sup>1</sup>                                      | Assumption Counterparty       | Counterparty Address   | Amendments to Contract | Cure Amount |
|-----|--|--|-------------------------------|--|------------------------|-------------|
| 686 | 18 WEST 18TH STREET TENANT LLC                 | Telecom Contract (18 West 18th Street)                                   | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$262.38    |
| 687 | 600 B STREET TENANT LLC                        | Telecom Contract (600 B St)  | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$355.34    |
| 688 | WW 107 SPRING STREET LLC                       | Telecom Contract (107 Spring St)   | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$327.98    |
| 689 | 1099 STEWART STREET TENANT LLC                 | Telecom Contract (1099 Stewart St)                                       | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$308.43    |
| 690 | 1600 7TH AVENUE TENANT LLC                     | Telecom Contract (1600 7th Avenue Suite #700)                            | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$370.19    |
| 691 | 800 BELLEVUE WAY TENANT LLC                    | Telecom Contract (800 Bellevue Way NE)                                   | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$327.98    |
| 692 | 1201 3RD AVENUE TENANT LLC                     | Telecom Contract (1201 3rd Ave)  | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$255.03    |
| 693 | 3120 139TH AVENUE SOUTHEAST TENANT LLC         | Telecom Contract (3120 139th Avenue Southeast)                           | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$345.98    |
| 694 | WEWORK 156 2ND LLC                             | Telecom Contract (156 2nd Street)  | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$545.51    |
| 695 | 2 EMBARCADERO CENTER TENANT LLC                | Telecom Contract (2 Embarcadero Center)                                  | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$363.81    |
| 696 | 201 SPEAR ST TENANT LLC                        | Telecom Contract (201 Spear St)  | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$298.21    |
| 697 | 1111 BROADWAY TENANT LLC                       | Telecom Contract (1111 Broadway)   | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$262.38    |
| 698 | 415 MISSION STREET TENANT LLC                  | Telecom Contract (415 Mission Street)                                    | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$327.98    |
| 699 | 400 CONCAR DRIVE TENANT LLC                    | Telecom Contract (400 Concar Dr)   | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$352.61    |
| 700 | 75 E SANTA CLARA STREET TENANT LLC             | Telecom Contract (75 East Santa Clara St)                                | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$291.47    |
| 701 | 3101 PARK BOULEVARD TENANT LLC                 | Telecom Contract (3101 Park Boulevard)                                   | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$308.49    |
| 702 | 9200 TIMPANOOGS HIGHWAY TENANT LLC             | Telecom Contract (1633 W Innovation Way)                                 | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$319.92    |
| 703 | 460 WEST 50 NORTH TENANT LLC                   | Telecom Contract (160 West 50 North)                                     | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$319.92    |
| 704 | 400 CAPITOL MALL TENANT LLC                    | Telecom Contract (400 Capitol Mall)                                      | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$327.98    |
| 705 | WeWork Canada LP ULC                           | Telecom Contract (240 Richmond Street W)                                 | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$309.99    |
| 706 | WeWork Canada LP ULC                           | Telecom Contract (1 University Ave)                                      | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$329.59    |
| 707 | WeWork Canada LP ULC                           | Telecom Contract (100 University Avenue)                                 | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$329.59    |
| 708 | WeWork Canada LP ULC                           | Telecom Contract (40 King Street West)                                   | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$300.58    |
| 709 | WeWork Canada LP ULC                           | Telecom Contract (357 Bay St)  | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$309.99    |
| 710 | WeWork Canada LP ULC                           | Telecom Contract (555 Burrard Street Vancouver BC V7X 1M8)               | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$326.67    |
| 711 | WeWork Canada LP ULC                           | Telecom Contract (333 Seymour Street Vancouver BC V6B 5A6)               | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$326.67    |
| 712 | WeWork Canada LP ULC                           | Telecom Contract (6060 Silver Drive, Burnaby, BC V5H 0H5)                | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$353.92    |
| 713 | 1333 NEW HAMPSHIRE AVENUE NORTHWEST TENANT LLC | Telecom Contract (1333 New Hampshire Ave NW)                             | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$290.50    |
| 714 | 700 2 Street Southwest Tenant LP               | Telecom Contract (700 2nd Street Southwest)                              | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$288.05    |
| 715 | WeWork Canada LP ULC                           | Telecom Contract (455 Rue Saint-Antoine Ouest, Montreal, Quebec H2Z 1J1) | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$527.74    |
| 716 | WeWork Canada LP ULC                           | Telecom Contract (455 Rue Saint-Antoine Ouest, Montreal, Quebec H2Z 1J1) | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$335.35    |
| 717 | 830 NE HOLLADAY STREET TENANT LLC              | Telecom Contract (830 NE Holladay Street)                                | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$308.49    |
| 718 | 200 SOUTH BISCAYNE BLVD TENANT LLC             | Telecom Contract (200 South Biscayne Boulevard)                          | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$327.98    |
| 719 | 1150 SOUTH OLIVE STREET TENANT LLC             | Telecom Contract (1150 South Olive Street)                               | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$308.49    |
| 720 | 1155 PERIMETER CENTER WEST TENANT LLC          | Telecom Contract (1155 Perimeter Center West)                            | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$308.49    |
| 721 | WW 115 W 18TH STREET LLC                       | Telecom Contract (115 W 18th St)   | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United States      | None                   | \$861.76    |
| 722 | 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    |
| 723 | We Work Management LLC                         | Services Agreement   | Zebrafish Labs Inc.           | 423 Tehama Street, Floor 1, San Francisco, CA 94103, UNITED STATES | None                   | \$0.00      |
| 724 | 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  |
| 725 | 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      |
| 726 | 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 Amount                    | 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 rent   | \$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 SP1 Nominee Inc., and ARI SP1 Nominee Inc. | 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                        | 5/17/2024       |
| 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 Amount | 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            | 1422 S Tryon Street Suite 300 Charlotte, NC 28203     | 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 term for part of premises, reduce rent, convert to gross lease, add profit share, reduce guaranty, amend guaranty burndown | \$0         | 5/16/2024       |

**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 Amount                    | Assumption Date  |
|----|------------------------|--|--|---|---|---|--------------------------------|--|
| 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                     | Reduce premises, reduce rent, convert to gross lease (excl. electric), add profit share, reduce guaranty  | \$1,905,270.39 at a later date | The later of June 7, 2024 and the date on which the landlord receives the letter of credit funds     |
| 27 | 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 | Reduce rent, reduce term, reduce premises, terminate parking, add tenant allowance  | \$1,527,723.77 at a later date | Later of June 7, 2024 and the date on which Landlord receives letter of credit and surety bond funds |
| 28 | 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                             | Reduce Rent, reduce premises, reduce term, convert to gross lease (plus consumables and utilities), reduce guaranty, amend guaranty burndown, terminate "Good Guy Guaranty", landlord to pay outstanding TI reimbursement | \$1,600,000 at a later date    | 5/29/2024  |
| 29 | 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                | Reduce premises, reduce rent, convert to gross lease, reduce guaranty, amend guaranty burndown  | \$618,042.92 at a later date   | 5/18/2024  |
| 30 | 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  |
| 31 | 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                 | Reduce premises, reduce term, reduce rent, convert to gross lease, add profit share, reduce guaranty, amend guaranty burndown   | \$591,778.13 at a later date   | 5/28/2024  |
| 32 | 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                | Reduce premises, reduce parking, reduce rent  | \$42,462.37 at a later date    | 5/24/2024  |
| 33 | 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 term, reduce rent, reduce guaranty, amend guaranty burndown, convert to gross lease, later convert to modified net lease, add revenue share   | \$260,899.54 at a later date   | 5/17/2024  |
| 34 | 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                          | Reduce rent, landlord to pay out tenant allowance   | \$0                            | 5/28/2024  |

**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 Amount                  | Assumption Date |
|----|-------------------------|--|---|--|-------------------------------------|--|------------------------------|-----------------|
| 35 | 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     | Reduce rent, convert to gross lease, amend letter of credit burndown, reduce guaranty, amend guaranty burndown   | \$857,806.95 at a later date | 5/29/2024       |
| 36 | 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      | Reduce premises, terminate one guaranty, reduce second guaranty, convert to a gross lease, reduce rent, add revenue share  | \$452,390.03 at a later date | 5/29/2024       |
| 37 | 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      | None   | \$0                          | 5/29/2024       |
| 38 | Unexpired Lease         | NW 524 Soho LLC                          | 1819 Wazee Street, Denver, CO, 80202                          | 524 Broadway New York, NY 10012                            | 524 Broadway Tenant LLC             | Reduce premises, reduce rent, convert to gross lease, add profit share, all furniture remaining in surrender premises deemed abandoned and transferred to landlord | \$505,682.20 at a later date | 5/23/2024       |
| 39 | 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  | Reduce premises, reduce term, reduce rent, convert to gross lease, add revenue share, amend guaranty burndown  | \$206,825                    | 5/20/2024       |
| 40 | 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           | Reduce term, reduce rent, reduce guaranty, add revenue share, add rent credit  | \$0                          | 5/24/2024       |
| 41 | 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             |
| 42 | 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       | Reduce term, reduce premises, convert to gross lease, reduce rent, reduce guaranty, add revenue share, reduce letter of credit, amend letter of credit burndown    | \$0                          | 5/29/2024       |
| 43 | 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          | Reduce premises, reduce term, reduce rent, add profit share, reduce guaranty   | \$407,650.52 at a later date | 5/28/2024       |
| 44 | 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             | Reduce premises, reduce rent, reduce guaranty, eliminate guaranty burndown   | \$632,023.84 at a later date | 5/20/2024       |

**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 Amount  | Assumption Date |
|----|------------------------|--|---|--|--------------------------------------|--|--|-----------------|
| 45 | 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 | Reduce term, reduce rent, add revenue share, terminate guaranty, amend letter of credit and burndown   | \$254,507.61 at a later date and \$1,790.11 at a later date    | 5/22/2024       |
| 46 | 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         | Amend base rent, convert to gross lease, add revenue share, reduce letter of credit, amend letter of credit burndown, reduce guaranty, amend guaranty burndown | \$0  | 5/22/2024       |
| 47 | 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 | Reduce term, reduce rent, add revenue share, reduce surety bond, convert to gross lease  | \$1,031,518.90 at a later date                                 | 5/28/2024       |
| 48 | 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    | Reduce term, reduce rent, reduce guaranty, amend letter of credit burn down  | \$86,247.90 at a later date and \$1,798,212.12 at a later date | 5/24/2024       |
| 49 | Unexpired Lease        | LORE BCA 2120 L.P. (DBA Lionstone Investment | 712 Main Street, Suite 2500, Houston, TX, 77002                           | 2015 Shattuck Square Berkeley, CA 94704                | WW 2015 Shattuck LLC                 | Reduce premises, reduce term, reduce rent  | \$320,924.26 at a later date                                   | 5/29/2024       |
| 50 | 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       | Reduce rent, change base year, increase guaranty, amend guaranty burndown, reduce parking  | \$241,285.03 at a later date                                   | 5/29/2024       |
| 51 | 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                                   | 5/28/2024       |
| 52 | Unexpired Lease        | 200 Portland Street, LLC                     | 65 Franklin Street, Boston, MA, 02110                                     | 200 Portland Street Boston, MA 02114                   | 200 Portland Tenant LLC              | Reduce term, reduce rent, add revenue share, reduce guaranty, amend guaranty burndown  | \$420,000 at a later date                                      | 5/21/2024       |
| 53 | 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             |
| 54 | 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             | Reduce term, terminate guaranty  | \$0  | 5/29/2024       |
| 55 | 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        | Reduce rent, convert to gross lease, reduce guaranty, amend guaranty burndown, amend letter of credit burndown   | \$747,191.78 at a later date                                   | 5/29/2024       |
| 56 | 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  | Reduce term, reduce premises, reduce rent, add revenue share   | \$0  | 5/22/2024       |

**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 Amount  | Assumption Date |
|----|-------------------------|--|--|---|--------------------------------------|--|--|-----------------|
| 57 | Unexpired Lease         | Columbia REIT - 650 California, LLC    | 221 Main Street, Suite 100, San Francisco, CA, 94105                 | 650 California Street<br>San Francisco, CA 94108          | 650 California Street<br>Tenant LLC  | Reduce premises, reduce rent, reduce guaranty, add revenue share   | \$0  | 5/24/2024       |
| 58 | Unexpired Lease         | BCSP 330 North Wabash Property LLC     | 200 State Street, 5th Floor, Boston, MA, 02109                       | 330 North Wabash Avenue<br>Chicago, IL 60601              | 330 North Wabash Tenant LLC          | Reduce term, reduce rent, convert to gross lease, add revenue share, reduce guaranty, reduce letter of credit, amend letter of credit burndown | \$0  | 5/22/2024       |
| 59 | Unexpired Storage Lease | BCSP 330 North Wabash Property LLC     | 200 State Street, 5th Floor, Boston, MA, 02109                       | 330 North Wabash Avenue<br>Chicago, IL 60601              | 330 North Wabash Tenant LLC          | TBD  | TBD  | TBD             |
| 60 | Unexpired Lease         | 520 Broadway Owner, LLC                | PO Box 102327, Pasadena, CA, 91189-2327                              | 520 Broadway, Suite 200<br>Santa Monica, CA 90401         | WW 520 Broadway LLC                  | Extend term, reduce rent, add revenue share  | \$558,567.14 at a later date                                 | 5/17/2024       |
| 61 | Unexpired Lease         | CIO Bloc 83, LLC                       | 666 Burrard Street, Suite 3210, Vancouver, British Columbia, V6C 2X8 | 1 Glenwood Avenue<br>Raleigh, NC 27603                    | 1 Glenwood Ave Tenant LLC            | Reduce premises, reduce rent, reduce parking   | \$57,250.39 at a later date and \$246,017.66 at a later date | 5/24/2024       |
| 62 | Unexpired Lease         | 200 Spectrum Center Drive LLC          | 550 Newport Center Drive, Newport Beach, CA, 92660                   | 200 Spectrum Center Drive<br>Irvine, CA 92618             | 200 Spectrum Center Drive Tenant LLC | Reduce term, reduce rent, add revenue share, amend letter of credit and burndown, amend guaranty   | \$231,247.47 at a later date and \$4,056.29 at a later date  | 5/22/2024       |
| 63 | Unexpired Lease         | SVF Criterion Santa Monica Corporation | 515 South Flower Street, 49th Floor, Los Angeles, CA, 90071          | 312 Arizona Ave<br>Santa Monica, CA 90401                 | WW 312 Arizona LLC                   | Reduce rent, reduce guaranty   | \$470,728.98 at a later date                                 | 5/24/2024       |
| 64 | Unexpired Lease         | Societe Immobiliere Camont Inc         | 1001, Victoria Square, Suite C-500, Montreal, Quebec, H2Z 2B5        | 455 Rue Saint-Antoine Ouest<br>Montreal, QC H2Z 1J1       | WeWork Canada LP ULC                 | Reduce term  | \$245,673.55 at a later date                                 | 5/29/2024       |
| 65 | Unexpired Lease         | NP 18th & Chet, LLC                    | 9225 Lake Hefner Parkway, Suite 200, Oklahoma, OK, 73120             | 820 18th Avenue South<br>Nashville, TN 37203              | 820 18th Ave South Tenant LLC        | Reduce rent  | \$127,201.04 at a later date                                 | 5/28/2024       |
| 66 | Unexpired Lease *       | GW Property Services LLC               | 1099 18th Street, Suite 2900, Denver, CO, 80202                      | 2727 East 2nd Avenue<br>Denver, CO 80206                  | 205 North Detroit Street Tenant LLC  | TBD  | TBD  | TBD             |
| 67 | Unexpired Lease         | Legacy West Investors, LP              | 2001 Ross Avenue, Suite 3400, Dallas, TX, 75201                      | WeWork 7700 Windrose Ave<br>Suite G300<br>Plano, TX 75024 | Legacy Tenant LLC                    | Reduce term, reduce rent, add revenue share  | \$0  | 5/22/2024       |
| 68 | Unexpired Lease         | BCSP Crossroads Property LLC           | 200 State Street, 5th Floor, Boston, MA, 02109                       | 1825 South Grant Street<br>San Mateo, CA 94402            | 1825 South Grant Street Tenant LLC   | Reduce term, reduce rent, convert to gross lease, add profit share, eliminate letter of credit burn down, amend guaranty                       | \$721.65 at a later date                                     | 5/24/2024       |

**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 Amount  | Assumption Date |
|----|-------------------------|-----------------------------------|---|--|----------------------------------|---|--|-----------------|
| 69 | 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  | Reduce rent, reduce premises, reduce guaranty, amend guaranty burndown                          | \$426,682.51, \$426,682.51 at a later date, and \$4,215.86 at a later date | 5/29/2024       |
| 70 | 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  | Convert to gross lease, reduce/reset rent, add revenue share                                    | \$55,928.09 at a later date  | 5/29/2024       |
| 71 | Unexpired Lease         | AB Metro Properties Ltd           | 550 Burrard Street, Suite 300, Vancouver, British Columbia, V6C 2B5           | 6060 Silver Drive 3rd-Floor Burnaby, BC V5H 0H5    | WeWork Canada LP ULC             | Reduce term, reduce premises, reduce rent, add revenue share, amend guaranty burn down          | \$0  | 5/21/2024       |
| 72 | Unexpired Lease         | Park Place Associates             | 3197 Park Blvd, Palo Alto, CA, 94306  | 3101 Park Boulevard Palo Alto, CA 94306            | 3101 Park Boulevard Tenant LLC   | Reduce rent, reduce guaranty, add profit share, amend letter of credit burn down                | \$364,714.36 at a later date   | 5/24/2024       |
| 73 | 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, amend guaranty burndown                         | \$142,947 at a later date  | 5/17/2024       |
| 74 | 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              | Reduce base rent, convert to gross lease, revenue share   | \$75,306.74 at a later date  | 5/24/2024       |
| 75 | 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             |
| 76 | 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               | Reduce rent, convert to gross lease, amend letter of credit burndown                            | \$782,501.30 at a later date   | 5/29/2024       |
| 77 | 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         | Reduce rent, convert to gross lease, add profit share, reduce letter of credit, reduce guaranty | \$911,568.38 at a later date   | 5/22/2024       |
| 78 | 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             |
| 79 | 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       |
| 80 | 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  | 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 Amount   | Assumption Date |
|----|--------------------------------|---|--|---|------------------------------------|--|---|-----------------|
| 81 | 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, reset base year for operating expenses   | \$188,901 at a later date                                   | 5/17/2024       |
| 82 | 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               | Reduce rent  | \$299,951.12 at a later date and \$1,771.30 at a later date | 5/24/2024       |
| 83 | Unexpired Lease                | CCP/MS SSIII Denver Tabor Center 1 Property Owner LLC | 200 State Street, 5th Floor, Boston, MA, 02109                     | 1200 17th Street Floor 27 Denver, CO 80202            | 1200 17th Street Tenant LLC        | Reduce rent, convert to gross lease, reduce premises, option to further reduce premises, reduce guaranty | \$0   | 5/22/2024       |
| 84 | 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             |
| 85 | 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             |
| 86 | Unexpired Lease *              | 1001 Dominion Square Management Inc.                  | 1010 St. Catherine St. West, Suite 1200, Montreal, Quebec, H3B 3S3 | 85 BROAD ST FL 18th New York, NY 10004-2783           | WeWork Canada LP ULC               | TBD  | TBD   | TBD             |
| 87 | 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               | Reduce rent  | \$669,591.91 at a later date                                | 5/22/2024       |
| 88 | 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             |
| 89 | 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   | Reduce term, reduce rent, add revenue share, reduce guaranty, amend guaranty burndown                    | \$271,893.94 CAD at a later date                            | 5/23/2024       |
| 90 | Unexpired Storage Lease (4103) | 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   | None   | None  | 5/27/2024       |
| 91 | Unexpired Storage Lease (4114) | 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   | None   | None  | 5/27/2024       |
| 92 | Unexpired Lease                | Ponte Gadea Biscayne, LLC                             | 200 South Biscayne Blvd., Suite 3250, Miami, FL, 33131             | 200 South Biscayne Boulevard Floor 20 Miami, FL 33131 | 200 South Biscayne Blvd Tenant LLC | Reduce letter of credit  | \$0   | 5/29/2024       |

**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 Amount                  | Assumption Date |
|-----|------------------------|--|---|--|--|--|------------------------------|-----------------|
| 93  | Unexpired Lease        | LBA RV - Company IX, LP                      | 3447 Michelson Drive, Suite 200, Irvine, CA, 92612        | 10000 Washington Boulevard Culver City, CA 90232                       | 10000 Washington Boulevard Tenant LLC    | Amend Landlord property insurance obligations with respect to water damage | \$384,734.26 at a later date | 5/29/2024       |
| 94  | Unexpired Lease *      | 2211 Michelson Holdings, LLC                 | 18301 Von Karman, Suite 250, Irvine, CA, 92612            | 2211 Michelson Drive Suite 900 Irvine, CA 92612                        | 2211 Michelson Drive Tenant LLC          | TBD  | TBD                          | TBD             |
| 95  | Unexpired Lease *      | 2000 Sierra Point Parkway LLC, Diamond Marin | 450 Concar Drive, Suite 100, San Mateo, CA, 94402         | 400 Concar Drive San Mateo, CA 94402                                   | 400 Concar Drive Tenant LLC              | TBD  | TBD                          | TBD             |
| 96  | Unexpired Lease *      | Met Tower Owner, LLC                         | 142 West 57th Street, New York, NY, 10019                 | 142 W 57th St New York, NY 10019                                       | 142 W 57th Street Tenant LLC             | TBD  | TBD                          | TBD             |
| 97  | Unexpired Lease *      | Met Tower Owner, LLC                         | 142 West 57th Street, New York, NY, 10019                 | 142 W 57th St New York, NY 10019                                       | 142 W 57th Street Tenant LLC             | TBD  | TBD                          | TBD             |
| 98  | Unexpired Lease *      | 655 New York LLC                             | 750 9th Street, NW, Suite 700, Washington, DC, 20001-4590 | 655 New York Avenue Northwest WeWork 6th Floor Washington DC, DC 20001 | 655 New York Avenue Northwest Tenant LLC | TBD  | TBD                          | TBD             |
| 99  | Unexpired Sublease *   | Google LLC                                   | 1600 Amphitheatre Parkway, Mountain View, CA, 94043       | 655 New York Avenue Northwest WeWork 6th Floor Washington DC, DC 20001 | 655 New York Avenue Northwest Tenant LLC | TBD  | TBD                          | TBD             |
| 100 | Unexpired Lease *      | Kingsclub Development Inc.                   | 85 Hanna Avenue, Suite 400, Toronto, Ontario, M6K 3S3     | 1050 King Street West Toronto, ON M6K 0C7                              | WeWork Canada LP ULC                     | TBD  | TBD                          | TBD             |
| 101 | Unexpired Lease *      | Lincoln Street Property Owner, LLC           | 45 Main Street, Suite 800, Brooklyn, NY, 11201            | 1 Lincoln Street WeWork, Fl 24 Boston, MA 02111                        | 1 Lincoln Street Tenant LLC              | TBD  | TBD                          | TBD             |
| 102 | Unexpired Lease *      | 801 Barton Springs Owner LLC                 | 185 Madison Avenue, 10th Floor, New York, NY, 10016       | 801 Barton Springs Rd Austin, TX 78704                                 | 801 B. Springs Road Tenant LLC           | TBD  | TBD                          | TBD             |

**DRAFT - Schedule of Assumed Unexpired Leases**

| #   | <u>Contract to be Assumed</u>  | <u>Assumption Counterparty</u> | <u>Counterparty Address</u>                             | <u>Address of the Leased Location</u>                     | <u>Debtor Legal Entity</u>             | <u>Amendments to Contract</u> | <u>Cure Amount</u> | <u>Assumption Date</u> |
|-----|--------------------------------|--------------------------------|---|---|--|-------------------------------|--------------------|------------------------|
| 103 | Unexpired Lease *              | United States Postal Service   | 475 L'Enfant plaza sw, Room 6670, Washington, WA, 20260 | 450 Lexington Ave New York, NY 10017                      | 450 Lexington Tenant LLC               | TBD                           |                    | TBD                    |
| 104 | Unexpired Lease                | IQHQ-Aventine West, LP         | 674 Via De La Valle, Suite 206, San Diego, CA, 92075    | 8910 University Center Lane Suite 400 San Diego, CA 92122 | 8910 University Center Lane Tenant LLC | None                          | \$338,130 .03      | TBD                    |
| 105 | Unexpired Storage Lease        | IQHQ-Aventine West, LP         | 674 Via De La Valle, Suite 206, Solana Beach, CA, 92075 | 8910 University Center Lane Suite 400 San Diego, CA 92122 | 8910 University Center Lane Tenant LLC | None                          | \$0                | TBD                    |
| 106 | Unexpired Storage Lease (2.5c) | IQHQ-Aventine West, LP         | 674 Via De La Valle, Suite 206, San Diego, CA, 92075    | 8910 University Center Lane Suite 400 San Diego, CA 92122 | 8910 University Center Lane Tenant LLC | None                          | \$0                | TBD                    |
| 107 | Unexpired Storage Lease        | CAB Bedford LLC                | 1412 Broadway, New York, NY, 10018                      | 134 N. 4th St. Brooklyn, NY 11249                         | WW 240 Bedford LLC                     | TBD                           | \$178,157          | TBD                    |

**Exhibit B-2a**

**Redline to Previously Filed Draft Schedule of  
Assumed Executory Contracts and Unexpired Leases**

**Schedule of Assumed Non-Lease Executory Contracts**

| #    | Debtor                                   | Assumption Counterparty                               | Counterparty Address   | Amendments to Contract  | Cure Amount   |
|------|--|---|--|---|---|
|      | Legal Entity                             |   |  |   |   |
| 1    | Common Desk Operations LLC               | Unexpired Lease                                       | 14555 Coworking, LLC<br>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<br>C/O East West Partners, Attn: Lucie Ellison, 1450 Environ Way, Chapel Hill, NC 27517  | None  | \$0.00  |
| 3    | Common Desk Operations LLC               | Unexpired Lease                                       | 2500 Citywest TRS, LLC<br>Attn: Property Manager, 2500 CityWest Boulevard, Houston, TX 77042   | None  | \$0.00  |
| 4    | <a href="#">255 S King St Tenant LLC</a> | <a href="#">Management Services Agreement</a>         | <a href="#">255 South King Street Limited Partnership</a><br>Steinhauer Properties, Inc., 11400 SE 8th St., Suite 230, Bellevue, WA 98004, Attn: Larry Ice with copy to: Seyforth Shaw, 999 Third Avenue, Suite 4700, Seattle, WA 98104, Attn: Robert Over | <a href="#">New management agreement, replacing lease at this location</a>                  | <a href="#">\$0.00</a>                                  |
| 45   | Common Desk Operations LLC               | Unexpired Lease                                       | 300 East Davis Owner, LLC<br>Attn: Daniel Doyon, 5540 Centerview Drive, Suite 204, Raleigh, NC 27606   | None  | \$0.00  |
| 56   | TBD (Common Desk)                        | Unexpired Lease                                       | 8400 North Central Expressway Operator LLC<br>c/o Transwestern, 1900 West Loop South, Suite 1300, Houston, Texas 77027   | None  | \$0.00  |
| 67   | TBD (Common Desk)                        | Unexpired Lease                                       | 650 Main Building LLC<br>1980 Post Oak Blvd., Suite 1900, Houston, Texas 77056<br>Attn: Brandon Campbell   | None  | \$0.00  |
| 78   | Common Desk Operations LLC               | Unexpired Lease                                       | 7801 Burnet Road LP<br>TBD   | None  | \$0.00  |
| 82   | We Work Management LLC                   | Software Services Rider                               | 84codes AB<br>Torsgatan 26, Stockholm, SWEDEN  | None  | \$0.00  |
| 910  | WeWork Canada LP ULC                     | Management Services Agreement for 1 Place Ville Marie | 9145-4090 Quebec Inc., PVM Fonicia II Inc., and PVM Fonicia III Inc.<br>Edifice Jacques-Parizeau, 1001, Victoria Square, Suite C-500, in the City of Montréal, Province of Québec, H2Z 2B5   | None  | \$0.00  |
| 11   | <a href="#">We Work Management LLC</a>   | <a href="#">Janitorial Services Agreement</a>         | <a href="#">ABM Industry Groups, LLC</a><br>One Liberty Plaza, 7th Floor, New York, NY 10006   | <a href="#">New term and termination provisions, lock up, updated pricing and locations</a> | <a href="#">\$1,078,000.00</a>                          |
| 142  | We Work Management LLC                   | Statement of Work                                     | Accenture International Limited<br>Attention: Director of Legal Services, 1 Grand Canal Square, Grand Canal Harbour, Dublin 2, IRELAND   | None  | \$0.00  |
| 143  | WeWork Companies U.S. LLC                | Consulting Agreement                                  | Accenture LLP<br>161 North Clark Street, Chicago, IL 60601, UNITED STATES  | None  | \$0.00  |
| 144  | We Work Management LLC                   | Consulting Agreement                                  | Accenture LLP<br>161 North Clark Street, Chicago, IL 60601, UNITED STATES  | None  | \$0.00  |
| 145  | We Work Management LLC                   | Master Service Agreement                              | Activaire LLC<br>190 N 10th St, Suite 304, Brooklyn, NY 11211, UNITED STATES   | Price reduction   | \$0.00  |
| 146  | Common Desk Operations LLC               | Unexpired Lease                                       | Admiral 2R Acquisitions LLC<br>Attn: Andrew Stone, 52 Vanderbilt Avenue, Suite 1000, New York, NY 10017  | None  | \$0.00  |
| 147  | We Work Management LLC                   | Services Agreement                                    | ADP, INC.<br>One ADP Boulevard, Roseland, NJ 07068, UNITED STATES  | None  | \$320.49  |
| 148  | 148 Lafayette Street Tenant LLC          | Services Agreement                                    | Adyen NV<br>Simon Carmiggelstraat 6-50, Amsterdam, NETHERLANDS   | None  | \$0.00  |
| 149  | WW 1875 Connecticut LLC                  | Services Agreement                                    | Adyen NV<br>Simon Carmiggelstraat 6-50, Amsterdam, NETHERLANDS   | None  | \$0.00  |
| 1410 | WeWork Companies U.S. LLC                | Services Agreement                                    | Adyen NV<br>Simon Carmiggelstraat 6-50, 1011 DJ, Amsterdam, NETHERLANDS  | None  | \$0.00  |
| 219  | 902 Broadway Tenant LLC                  | Services Agreement                                    | Adyen NV<br>Simon Carmiggelstraat 6-50, Amsterdam, NETHERLANDS   | None  | \$0.00  |
| 202  | We Work Management LLC                   | Services Agreement                                    | Adyen NV<br>Simon Carmiggelstraat 6-50, 1011 DJ, Amsterdam, NETHERLANDS  | None  | \$0.00  |
| 243  | WW 745 Atlantic LLC                      | Services Agreement                                    | Adyen NV<br>Simon Carmiggelstraat 6-50, Amsterdam, NETHERLANDS   | None  | \$0.00  |
| 224  | We Work Management LLC                   | Staffing Services Agreement                           | Aerotek Inc.<br>7301 Parkway Drive South, Hanover, MD 21076  | None  | \$0.00  |
| 245  | WeWork Companies U.S. LLC                | Master Service Agreement                              | Aetna Life Insurance Company<br>151 Farmington Ave, Hartford, CT 06156, UNITED STATES  | None  | \$0.00  |
| 246  | We Work Management LLC                   | Business Responsibility Agreement                     | Aetna Life Insurance Company<br>Aetna Life Insurance Company - Aetna Privacy Office, 151 Farmington Ave, RFE6A, Hartford, CT 06156, UNITED STATES  | None  | \$0.00  |
| 257  | We Work Management LLC                   | Services Agreement                                    | AgileBits, Inc.<br>ATTN: Jeff Shiner, 317 Adelaide St W, Suite 910, Toronto, ON M5V 1P9, CANADA  | None  | \$0.00  |
| 268  | We Work Management LLC                   | Services Agreement                                    | Algolia, Inc<br>601 Howard St., Ste. 300, San Francisco, CA 94105, UNITED STATES   | None  | \$0.00  |
| 279  | We Work Management LLC                   | Software Lease/License Agreement                      | Algolia, Inc<br>889 Howard Street, Suite 5, San Francisco, CA 94105, UNITED STATES   | None  | \$0.00  |
| 280  | We Work Management LLC                   | Services Agreement                                    | Alight Solutions LLC<br>ATTN: General Counsel, 4 Overlook Point, Lincolnshire, IL 60069, UNITED STATES   | None  | \$118.06  |
| 291  | We Work Management LLC                   | Master Goods and Services Agreement                   | Allset Inc.<br>1070 Main St W, Unit 2B, Hamilton, Ontario  | None  | \$0.00  |
| 302  | We Work Management LLC                   | License Agreement                                     | Alteryx, Inc.<br>ATTN: General Counsel, 3345 Micheson Drive, Suite 400, Irvine, CA 92612, UNITED STATES  | None  | \$0.00  |
| 313  | We Work Management LLC                   | Purchase and Sale Agreement                           | Alteryx, Inc.<br>17200 Laguna Canyon Road, Irvine, CA 92618, UNITED STATES   | None  | \$0.00  |
| 324  | We Work Management LLC                   | Pricing Agreement                                     | Amazon Web Services, Inc.<br>PO BOX 84023, Seattle, WA 98124-8423, UNITED STATES   | None  | <a href="#">\$299,146.39</a> <a href="#">317,967.56</a> |
| 335  | We Work Management LLC                   | Marketing Agreement                                   | Amazon Web Services, Inc.<br>PO BOX 81226, Seattle, WA 98108, UNITED STATES  | None  | \$0.00  |
| 346  | WeWork Companies U.S. LLC                | Services Agreement                                    | American Express Travel Related Services Company Inc<br>20022 North 31st Avenue, Mail Code AZ-08-03-11, Phoenix, AZ 85207, UNITED STATES   | None  | \$0.00  |
| 357  | We Work Management LLC                   | License Agreement                                     | American Red Cross (US Only)<br>ATTN: Office of the General Counsel, 431 18th Street, Washington, DC 20006, UNITED STATES  | None  | \$0.00  |
| 368  | We Work Management LLC                   | Services Agreement                                    | American Red Cross (US Only)<br>25688 Network Place, Chicago, IL 60673, UNITED STATES  | None  | \$0.00  |
| 379  | We Work Management LLC                   | Services Agreement                                    | Amplitude, Inc.<br>631 Howard Street, Floor 5, San Francisco, CA 94105, UNITED STATES  | None  | \$0.00  |
| 380  | We Work Management LLC                   | Purchase and Sale Agreement                           | Amplitude, Inc.<br>631 Howard Street, Floor 5, San Francisco, CA 94105, UNITED STATES  | None  | \$0.00  |
| 391  | <a href="#">WW BuildCo LLC</a>           | <a href="#">Master Service Agreement</a>              | <a href="#">Anixter Inc.</a><br>Attn: Peter Ferrell, 2301 Patriot Boulevard, Glenview, IL 60026, UNITED STATES   | <a href="#">None</a>  | <a href="#">\$0.00</a>                                  |

|    |                               |                                  |                                |   |      |            |
|----|-------------------------------|----------------------------------|--------------------------------|---|------|------------|
| 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           | Assumption Counterparty  | Counterparty Address   | Amendments to Contract  | Cure Amount  |
|----|-------------------------------|--|--|---|--|
| 41 | WW BuildCo LLC                | Master Service Agreement   | Anixter Inc.   | Attn: Peter Ferrell, 2301 Patriot Boulevard, Glenview, IL 60026, UNITED STATES                    | None \$0.00  |
| 42 | We Work Management LLC        | Services Agreement   | Anixter Inc.   | 7 Santa Fe Way, East Windsor, NJ 08512, UNITED STATES   | None \$0.00  |
| 43 | The We Company Management LLC | Purchase and Sale Agreement  | Anixter Inc.   | 7 Santa Fe Way, East Windsor, NJ 08512, UNITED STATES   | None \$0.00  |
| 44 | 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  |
| 45 | We Work Management LLC        | Statement of Work  | Aon Consulting, Inc.   | 200 East Randolph Street 10th Floor Chicago, IL 60601, United States                              | None \$0.00  |
| 46 | We Work Management LLC        | Services Agreement   | Aon Consulting, Inc.   | 200 East Randolph Street 10th Floor Chicago, IL 60601, United States                              | None \$0.00  |
| 47 | 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  |
| 48 | We Work Management LLC        | Services Agreement   | APEX Analytix, LLC   | 1501 Highwoods Boulevard, Suite 200, Greensboro, NC 27410, UNITED STATES                          | Reduced volume \$0.00  |
| 49 | We Work Management LLC        | Software Lease/License Agreement                                   | AppsFlyer, Inc.  | 100 First Street, Suite 2500, San Francisco, CA 94105, UNITED STATES                              | None \$0.00  |
| 50 | 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  |
| 51 | We Work Management LLC        | Purchase Order   | Articulate Global, Inc.                                      | 244 5th Avenue, Suite 2960, New York, NY 10001  | None \$0.00  |
| 52 | 429 LENOX AVE TENANT LLC      | Telecom Contract (429 Lenox Ave)                                   | AT&T Inc.  | 208 S Akard St, Dallas, TX 75201 United States  | None \$73.99   |
| 53 | We Work Management LLC        | Telecom Contract (2820 Northwestern Parkway)                       | AT&T Inc.  | 208 S Akard St, Dallas, TX 75201 United States  | None \$1,105.34  |
| 54 | 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  |
| 55 | We Work Management LLC        | Purchase and Sale Agreement  | Atlan Inc.   | 1209 Orange Street, Wilmington City, DE 19801, UNITED STATES                                      | None \$0.00  |
| 56 | 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  |
| 57 | WeWork Companies U.S. LLC     | Services Agreement   | BDO USA, LLP   | 130 E Randolph St, #2800, Chicago, IL 60601, UNITED STATES  | None \$0.00  |
| 58 | WeWork Companies U.S. LLC     | Consulting Agreement   | BDO USA, LLP   | 622 Third Ave, Suite 3100, New York, NY 10017, UNITED STATES                                      | None \$0.00  |
| 59 | We Work Management LLC        | Consulting Agreement   | BDO USA, LLP   | 622 Third Ave, Suite 3100, New York, NY 10017, UNITED STATES                                      | None \$0.00  |
| 60 | WeWork Companies U.S. LLC     | Services Agreement   | Beacon Hill Staffing Group                                   | Box 846193, Boston, MA 02284, UNITED STATES   | None \$0.00  |
| 61 | We Work Management LLC        | Services Agreement   | Beacon Hill Staffing Group                                   | Box 846193, Boston, MA 02284, UNITED STATES   | None \$0.00  |
| 62 | WeWork Canada LP ULC          | Telecom Contract (1010 Rue Saint-Catherine W Montreal, QC H3G 1R3) | Beanfield Technologies Inc.                                  | 67 Mowat Ave Suite 418 Toronto, ON M6K 3E3, Canada  | None \$390.72  |
| 63 | WeWork Canada LP ULC          | Telecom Contract (1 University Ave)                                | Beanfield Technologies Inc.                                  | 67 Mowat Ave Suite 418 Toronto, ON M6K 3E3, Canada  | None \$372.90  |
| 64 | WeWork Canada LP ULC          | Telecom Contract (100 University Avenue)                           | Beanfield Technologies Inc.                                  | 67 Mowat Ave Suite 418 Toronto, ON M6K 3E3, Canada  | None \$372.90  |
| 65 | WeWork Canada LP ULC          | Telecom Contract (40 King Street West)                             | Beanfield Technologies Inc.                                  | 67 Mowat Ave Suite 418 Toronto, ON M6K 3E3, Canada  | None \$293.80  |
| 66 | WeWork Canada LP ULC          | Telecom Contract (1100 King Street West)                           | Beanfield Technologies Inc.                                  | 67 Mowat Ave Suite 418 Toronto, ON M6K 3E3, Canada  | None \$280.06  |
| 67 | 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   |
| 68 | We Work Management LLC        | Services Agreement   | BigMarker.com LLC  | 223 West Erie Street, Chicago, IL 60654, UNITED STATES  | None \$0.00  |
| 69 | WeWork Companies U.S. LLC     | Data Protection Agreement  | BITLY INC  | 139 Fifth Avenue, Floor 5, New York, NY 10010, UNITED STATES                                      | None \$0.00  |
| 70 | 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  |
| 71 | Common Desk West 7th, LLC     | Unexpired Lease  | Block Younger, LLC   | 14643 Dallas Parkway, Suite 950, Dallas, TX, 75354  | None \$0.00  |
| 72 | 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  |
| 73 | 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  |
| 74 | 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  |
| 75 | We Work Management LLC        | Services Agreement   | BluCar LLC (DBa Commutifi)                                   | Attn: Rich Schmelzer, PO BOX 1170, Boulder, CO 80306, UNITED STATES                               | None \$0.00  |
| 76 | 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   |
| 77 | We Work Management LLC        | Statement of Work  | braXos Security Software LLC                                 | P.O. Box 1013, New Albany, OH 43054, UNITED STATES  | None \$0.00  |
| 78 | 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  |
| 79 | 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  |
| 80 | We Work Management LLC        | Services Agreement   | BROWSERSTACK INC   | 4512 Legacy Dr, Ste 100, Plano, TX 75024, UNITED STATES   | None \$0.00  |
| 81 | We Work Management LLC        | Purchase Agreement   | Bynder LLC   | 24 Farnsworth St., Boston, MA 02210, UNITED STATES  | None \$0.00  |
| 82 | We Work Management LLC        | Renewal Agreement  | Bynder LLC   | 24 Farnsworth St., Boston, MA 02210, UNITED STATES  | None \$0.00  |
| 83 | We Work Management LLC        | Software Subscription Services Rider                               | Bynder LLC   | 24 Farnsworth St., Boston, MA 02210, UNITED STATES  | None \$0.00  |
| 84 | WW 5 W 125th Street LLC       | Management Services Agreement                                      | CA 5-15 West 125th LLC                                       | CA 5-15 West 125th LLC, c/o SCF Management LLC, 1407 Broadway, 41st Floor, New York, NY 10018     | New management agreement replacing lease at this location \$515,126.74 |

| #   | Debtor<br>Legal Entity                                | Assumption Counterparty  | Counterparty Address   | Amendments to Contract | Cure<br>Amount |
|-----|---|--|--|------------------------|----------------|
| 785 | We Work Management LLC                                | Collaboration Agreement  | Captivate LLC<br>501 7th Avenue, Suite 210, New York, NY 10018, UNITED STATES  | None                   | \$55,516.15    |
| 786 | We Work Management LLC                                | Consulting Agreement   | CASCADE INSIGHTS, LLC<br>18165 S Brookstone Dr., Dr. Oregon City, OR 97045, UNITED STATES  | None                   | \$0.00         |
| 877 | We Work Management LLC                                | Master Service Agreement                                       | Cmplifi, a division of System One Holdings, LLC<br>Attn: Trish Anderson, 210 Sixth Avenue, Suite 3100, Pittsburgh, PA 15222, UNITED STATES | None                   | \$43,760.75    |
| 788 | We Work Management LLC                                | Software Lease/License Agreement                               | Circle Internet Services, Inc. (DBA CircleCI)<br>201 Spear St, 12th Floor, San Francisco, CA 94105, UNITED STATES                          | None                   | \$0.00         |
| 789 | We Work Management LLC                                | Renewal Order Form   | Circle Internet Services, Inc. (DBA CircleCI)<br>201 Spear Street, 12th Floor, San Francisco, CA 94105, UNITED STATES                      | None                   | \$0.00         |
| 820 | We Work Management LLC                                | Master Subscription Agreement                                  | Cision US Inc.<br>300 S Riverside Plaza, Chicago, IL 60606   | None                   | \$0.00         |
| 821 | Common Desk Operations LLC                            | Services Agreement   | CIT SOLUTIONS<br>6317 Rollins Rd, Granbury, TX 76049, UNITED STATES  | None                   | \$530.43       |
| 822 | WW BuildCo LLC  | Construction Agreement   | CITY CONSTRUCTION GROUP, INC.<br>2727 SW 26th Ave, Miami, FL 33133, UNITED STATES  | None                   | \$0.00         |
| 823 | We Work Management LLC                                | Software Lease/License Agreement                               | CloudPlus, Inc. (DBA CloudApp)<br>431 Tehama St., San Francisco, CA 94103, UNITED STATES   | None                   | \$0.00         |
| 824 | We Work Management LLC                                | Subscription Agreement   | CloudPlus, Inc. (DBA CloudApp)<br>431 Tehama St., San Francisco, CA 94103, UNITED STATES   | None                   | \$0.00         |
| 825 | We Work Management LLC                                | Software Services Rider  | CloudPlus, Inc. (DBA CloudApp)<br>431 Tehama St., San Francisco, CA 94103, UNITED STATES   | None                   | \$0.00         |
| #   | Debtor<br>Legal Entity                                | Assumption Counterparty  | Counterparty Address   | Amendments to Contract | Cure<br>Amount |
| 826 | We Work Management LLC                                | License Agreement  | Coda Project Inc<br>444 Castro Street, Suite 1200, Mountain View, CA 94041, UNITED STATES  | None                   | \$0.00         |
| 827 | We Work Management LLC                                | Product and Service Agreement                                  | Coda Project Inc<br>444 Castro Street, Suite 1200, Mountain View, CA 94041, UNITED STATES  | None                   | \$0.00         |
| 98  | 3280 PEACHTREE ROAD NE<br>[RENTANT LLC]               | Telecom Contract (3280 Peachtree Rd<br>NE)                     | Cogent Communications Holdings, Inc.<br>2450 N Street, NW Washington, DC 20037 United States   | None                   | \$320.00       |
| 99  | 515 N STATE STREET TENANT<br>[LLC]                    | Telecom Contract (515 N State St)                              | Cogent Communications Holdings, Inc.<br>2450 N Street, NW Washington, DC 20037 United States   | None                   | \$250.75       |
| 100 | 330 NORTH WABASH TENANT<br>[LLC]                      | Telecom Contract (330 N Wabash Ave<br>[LLC])                   | Cogent Communications Holdings, Inc.<br>2450 N Street, NW Washington, DC 20037 United States   | None                   | \$250.75       |
| 101 | 5215 NORTH O'CONNOR<br>BOULEVARD TENANT LLC<br>[Bldv] | Telecom Contract (5215 N O'Connor<br>Bldv)                     | Cogent Communications Holdings, Inc.<br>2450 N Street, NW Washington, DC 20037 United States   | None                   | \$265.00       |
| 102 | 1200 17TH STREET TENANT<br>[LLC]                      | Telecom Contract (1200 17th Street<br>[LLC])                   | Cogent Communications Holdings, Inc.<br>2450 N Street, NW Washington, DC 20037 United States   | None                   | \$630.00       |
| 103 | 1700 LINCOLN STREET<br>[TENANT LLC]                   | Telecom Contract (1700 Lincoln St)                             | Cogent Communications Holdings, Inc.<br>2450 N Street, NW Washington, DC 20037 United States   | None                   | \$260.00       |
| 104 | 10250 CONSTELLATION<br>[TENANT LLC]                   | Telecom Contract (10250<br>Constellation Blvd)                 | Cogent Communications Holdings, Inc.<br>2450 N Street, NW Washington, DC 20037 United States   | None                   | \$420.00       |
| 105 | 222 NORTH SEPULVEDA<br>[TENANT LLC]                   | Telecom Contract (222 Pacific Coast<br>Highway)                | Cogent Communications Holdings, Inc.<br>2450 N Street, NW Washington, DC 20037 United States   | None                   | \$520.00       |
| 106 | 3003 WOODBRIDGE AVE<br>[TENANT LLC]                   | Telecom Contract (3003 Woodbridge<br>Ave)                      | Cogent Communications Holdings, Inc.<br>2450 N Street, NW Washington, DC 20037 United States   | None                   | \$470.00       |
| 107 | WeWork Canada LP ULC                                  | Telecom Contract (2/3 Place Ville<br>Marie)                    | Cogent Communications Holdings, Inc.<br>2450 N Street, NW Washington, DC 20037 United States   | None                   | \$311.86       |
| 108 | 150 4TH AVE N TENANT<br>[LLC]                         | Telecom Contract (150 4th Ave N)                               | Cogent Communications Holdings, Inc.<br>2450 N Street, NW Washington, DC 20037 United States   | None                   | \$265.00       |
| 109 | 1440 BROADWAY TENANT<br>[LLC]                         | Telecom Contract (1440 Broadway)                               | Cogent Communications Holdings, Inc.<br>2450 N Street, NW Washington, DC 20037 United States   | None                   | \$255.00       |
| 110 | WW 79 MADISON LLC                                     | Telecom Contract (27 E 28th St/WeWork<br>79 Madison)           | Cogent Communications Holdings, Inc.<br>2450 N Street, NW Washington, DC 20037 United States   | None                   | \$898.33       |
| 111 | 115 BROADWAY TENANT LLC                               | Telecom Contract (115 Broadway)                                | Cogent Communications Holdings, Inc.<br>2450 N Street, NW Washington, DC 20037 United States   | None                   | \$250.00       |
| 112 | 750 LEXINGTON AVENUE<br>[TENANT LLC]                  | Telecom Contract (750 Lexington<br>Avenue)                     | Cogent Communications Holdings, Inc.<br>2450 N Street, NW Washington, DC 20037 United States   | None                   | \$250.00       |
| 113 | 575 LEXINGTON AVENUE<br>[TENANT LLC]                  | Telecom Contract (575 Lexington<br>Ave)                        | Cogent Communications Holdings, Inc.<br>2450 N Street, NW Washington, DC 20037 United States   | None                   | \$385.00       |
| 114 | 1450 BROADWAY TENANT<br>[LLC]                         | Telecom Contract (1450 Broadway)                               | Cogent Communications Holdings, Inc.<br>2450 N Street, NW Washington, DC 20037 United States   | None                   | \$250.00       |
| 115 | 1900 MARKET STREET<br>[TENANT LLC]                    | Telecom Contract (1900 Market St)                              | Cogent Communications Holdings, Inc.<br>2450 N Street, NW Washington, DC 20037 United States   | None                   | \$240.00       |
| 116 | 2425 EAST CAMELBACK<br>ROAD TENANT LLC                | Telecom Contract (2425 East<br>Camelback Road)                 | Cogent Communications Holdings, Inc.<br>2450 N Street, NW Washington, DC 20037 United States   | None                   | \$265.00       |
| 117 | 1201 3RD AVENUE TENANT<br>[LLC]                       | Telecom Contract (1201 3rd Ave)                                | Cogent Communications Holdings, Inc.<br>2450 N Street, NW Washington, DC 20037 United States   | None                   | \$254.46       |
| 118 | 44 MONTGOMERY STREET<br>[TENANT LLC]                  | Telecom Contract (44 Montgomery St)                            | Cogent Communications Holdings, Inc.<br>2450 N Street, NW Washington, DC 20037 United States   | None                   | \$110.00       |
| 119 | WeWork Canada LP ULC                                  | Telecom Contract (595 Burrard St,<br>Vancouver BC V7X 1L4)     | Cogent Communications Holdings, Inc.<br>2450 N Street, NW Washington, DC 20037 United States   | None                   | \$304.70       |
| 120 | WeWork Canada LP ULC                                  | Telecom Contract (555 Burrard Street,<br>Vancouver BC V7X 1M8) | Cogent Communications Holdings, Inc.<br>2450 N Street, NW Washington, DC 20037 United States   | None                   | \$675.09       |
| 121 | We Work Management LLC                                | Telecom Contract (2820 Northwestern<br>Parkway)                | Cogent Communications Holdings, Inc.<br>2450 N Street, NW Washington, DC 20037 United States   | None                   | \$145.00       |
| 122 | 1100 MAIN STREET<br>[TENANT LLC]                      | Telecom Contract (1100 Main Street)                            | Cogent Communications Holdings, Inc.<br>2450 N Street, NW Washington, DC 20037 United States   | None                   | \$250.00       |
| 123 | We Work Management LLC                                | Consulting Agreement   | COGNIZANT TECHNOLOGY<br>SOLUTIONS US CORPORATION.<br>211 Quality Circle, College Station, TX 77845, UNITED STATES                          | None                   | \$0.00         |
| 124 | We Work Management LLC                                | Statement of Work  | COGNIZANT TECHNOLOGY<br>SOLUTIONS US CORPORATION.<br>211 Quality Circle, College Station, TX 77845, UNITED STATES                          | None                   | \$0.00         |
| 125 | WeWork Companies U.S. LLC                             | Consulting Agreement   | Collaborative Solutions, LLC<br>11190 Sunrise Valley Drive, Suite 110, Reston, VA 20191, UNITED STATES                                     | None                   | \$9,090.00     |
| 126 | We Work Management LLC                                | Consulting Agreement   | Collaborative Solutions, LLC<br>11190 Sunrise Valley Drive, Suite 110, Reston, VA 20191, UNITED STATES                                     | None                   | \$0.00         |
| 127 | WeWork Companies U.S. LLC                             | Revenue Sharing Agreement                                      | College Park Coworking LLC<br>1930 HARVARD AVENUE, COLLEGE PARK, GA 30337  | None                   | \$0.00         |

| #     | Debtor Legal Entity                       | Assumption Counterparty                        | Counterparty Address                    | Amendments to Contract   | Cure Amount  |             |
|-------|---|--|---|--|--|-------------|
| 128   | 7761 Greenhouse Rd Tenant LLC             | Revenue Sharing Agreement                      | College Park Coworking LLC              | 7761 Greenhouse Rd., College Park, MD 20740  | Reduce term, terminate guarantee, amend passthrough of operator, overhead expenses, amend mechanics of revenue share | \$0.00      |
| 129   | 881 PEACHTREE STREET NORTHEAST TENANT LLC | Telecom Contract (881 Peachtree St NE)         | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$268.02    |
| 130   | 167 N GREEN STREET TENANT LLC             | Telecom Contract (167 North Green Street)      | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$227.18    |
| 131   | 1100 15TH STREET NW TENANT LLC            | Telecom Contract (1100 15th St NW)             | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$276.42    |
| 132   | 1615 PLATTE STREET TENANT LLC             | Telecom Contract (1615 Platte St)              | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$243.85    |
| 133   | 729 WASHINGTON AVE TENANT LLC             | Telecom Contract (729 N Washington Ave)        | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$237.63    |
| 134   | 500 11TH AVE NORTH TENANT LLC             | Telecom Contract (500 11th Ave North)          | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$30.68     |
| 135   | WW 500 YALE LLC                           | Telecom Contract (500 Yale)                    | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$0.00      |
| 136   | 400 LINCOLN SQUARE TENANT LLC             | Telecom Contract (10400 NE 4th Street)         | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$461.71    |
| 137   | 3120 139TH AVENUE SOUTHEAST TENANT LLC    | Telecom Contract (3120 139th Avenue Southeast) | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$312.70    |
| 138   | WW 2015 SHATTUCK LLC                      | Telecom Contract (2120 University Ave)         | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$297.81    |
| 139   | 9200 TIMPANOGOS HIGHWAY TENANT LLC        | Telecom Contract (1633 W Innovation Way)       | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$262.51    |
| 140   | 400 CAPITOL MALL TENANT LLC               | Telecom Contract (400 Capitol Mall)            | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$248.01    |
| 141   | 120 WEST TRINITY PLACE TENANT LLC         | Telecom Contract (120 West Trinity Place)      | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$281.29    |
| 142   | 448 NORTH LASALLE STREET TENANT LLC       | Telecom Contract (448 N La Salle Dr)           | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$258.85    |
| 143   | 24 FARNSWORTH STREET Q LLC                | Telecom Contract (24 Farnsworth St)            | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$0.00      |
| 144   | 820 18TH AVE SOUTH TENANT LLC             | Telecom Contract (818 18th Avenue, South)      | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$333.04    |
| 145   | 1840 GATEWAY DR TENANT LLC                | Telecom Contract (1840 Gateway Dr)             | Comcast Corporation                     | 1701 JFK Boulevard Philadelphia, PA 19103 United States                              | None   | \$297.67    |
| 92146 | We Work Management LLC                    | Order Form                                     | CompStak Inc                            | 675 6th Avenue, Fourth Floor, New York, NY 10011, UNITED STATES                      | None   | \$0.00      |
| 92147 | We Work Management LLC                    | Purchase and Sale Agreement                    | CompStak Inc                            | 36 Cooper Square, 6th Floor, New York, NY 10003, UNITED STATES                       | None   | \$0.00      |
| 92148 | We Work Management LLC                    | Subscription Agreement                         | CompStak Inc                            | 36 Cooper Square, Sixth Floor, New York, NY 10003, UNITED STATES                     | None   | \$0.00      |
| 149   | We Work Management LLC                    | Purchase and Sale Agreement                    | Confluent, Inc.                         | 899 WEST EVELYN AVENUE, MOUNTAIN VIEW, CA 94041, UNITED STATES                       | None   | \$0.00      |
| 96150 | 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      |
| 92151 | We Work Management LLC                    | Services Agreement                             | Contentful, Inc.                        | 101 Montgomery Street, Suite 2050, San Francisco, CA 94103, UNITED STATES            | None   | \$20,963.02 |
| 96152 | WW BuildCo LLC                            | Master Service Agreement                       | CONVERGINT TECHNOLOGIES LLC             | One Commerce Drive, Schaumburg, IL 60173, UNITED STATES                              | None   | \$0.00      |
| 92153 | We Work Management LLC                    | Subscription Agreement                         | Corrigo Incorporated                    | Attn: JLLT Counsel, 200 E Randolph, Chicago, IL 60601, UNITED STATES                 | None   | \$86,319.61 |
| 16054 | Common Desk Operations LLC                | Unexpired Lease                                | Crescent Ross Avenue Investors LLC      | 2001 Ross Avenue, Suite 5411, Dallas, TX 75201                                       | None   | \$0.00      |
| 16455 | 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      |
| 14256 | 110 Wall Manager LLC                      | Master Service Agreement                       | Croker Fire Drill Corporation           | 235 Brooksite Drive, Hauppauge, NY 11788, UNITED STATES                              | None   | \$0.00      |
| 14357 | 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      |
| 14458 | 429 Lenox Ave Tenant LLC                  | Purchase and Sale Agreement                    | Crown Castle Fiber LLC                  | 8020 Katy Freeway, Houston, TX 77204, UNITED STATES                                  | None   | \$0.00      |
| 159   | WW BROOKLYN NAVY YARD LLC                 | Telecom Contract (63 Flushing Ave)             | Crown Castle Fiber LLC                  | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States               | None   | \$658.00    |
| 160   | 195 MONTAGUE STREET TENANT LLC            | Telecom Contract (195 Montague Street)         | Crown Castle Fiber LLC                  | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States               | None   | \$340.00    |
| 161   | 625 MASSACHUSETTS AVE TENANT LLC          | Telecom Contract (625 Massachusetts Ave)       | Crown Castle Fiber LLC                  | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States               | None   | \$254.40    |
| 162   | 1 BEACON STREET TENANT LLC                | Telecom Contract (1 Beacon Street)             | Crown Castle Fiber LLC                  | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States               | None   | \$264.60    |
| 163   | 501 BOYLSTON STREET TENANT LLC            | Telecom Contract (501 Boylston Street)         | Crown Castle Fiber LLC                  | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States               | None   | \$264.00    |
| 164   | 1 LINCOLN STREET TENANT LLC               | Telecom Contract (1 Lincoln St)                | Crown Castle Fiber LLC                  | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States               | None   | \$350.00    |
| 165   | 1 SOUTH DEARBORN STREET TENANT LLC        | Telecom Contract (1 S Dearborn St)             | Crown Castle Fiber LLC                  | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States               | None   | \$380.00    |
| 166   | 655 15TH STREET NW TENANT LLC             | Telecom Contract (1440 G St. NW)               | Crown Castle Fiber LLC                  | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States               | None   | \$289.60    |
| 167   | 1449 WOODWARD AVENUE TENANT LLC           | Telecom Contract (19 Clifford St)              | Crown Castle Fiber LLC                  | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States               | None   | \$304.00    |
| 168   | 177 E COLORADO BLVD TENANT LLC            | Telecom Contract (177 E Colorado Blvd)         | Crown Castle Fiber LLC                  | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States               | None   | \$360.00    |
| 169   | 200 SPECTRUM CENTER DRIVE TENANT LLC      | Telecom Contract (200 Spectrum Center Drive)   | Crown Castle Fiber LLC                  | 1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244 United States               | None   | \$340.00    |

| #                | Debtor<br>Legal Entity                   | Assumption Counterparty   | Counterparty Address  | Amendments to Contract                                    | Cure<br>Amount |
|------------------|--|---|---|---|----------------|
| 170              | 100 BROADWAY TENANT LLC                  | Telecom Contract (100 W Broadway)                                     | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$440.00       |
| 171              | 5161 LANKERSHIM<br>BOULEVARD TENANT LLC  | Telecom Contract (5161 Lankershim<br>Boulevard)                       | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$318.00       |
| 172              | 1003 EAST 4TH PLACE<br>TENANT LLC        | Telecom Contract (1003 E 4th Place)                                   | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$340.00       |
| 173              | 429 LENOX AVE TENANT LLC                 | Telecom Contract (429 Lenox Ave)                                      | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$360.00       |
| 174              | 2222 PONCE DE LEON BLVD.<br>TENANT LLC   | Telecom Contract (2222 Ponce De Leon,<br>Blvd)                        | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$240.00       |
| 175              | 255 GIRALDA AVENUE<br>TENANT LLC         | Telecom Contract (255 Giralda<br>Avenue)                              | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$360.00       |
| 176              | WW 222 BROADWAY LLC                      | Telecom Contract (222 Broadway)                                       | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$351.40       |
| 177              | 148 LAFAYETTE STREET<br>TENANT LLC       | Telecom Contract (148 Lafayette St)                                   | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$254.40       |
| 178              | 160 VARICK STREET<br>TENANT LLC          | Telecom Contract (160 Varick Street)                                  | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$318.00       |
| 179              | WW 379 W BROADWAY<br>LLC                 | Telecom Contract (379 West<br>Broadway)                               | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$439.20       |
| 180              | 199 WATER STREET<br>TENANT LLC           | Telecom Contract (199 Water Street)                                   | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$515.80       |
| 181              | 430 PARK AVENUE<br>TENANT LLC            | Telecom Contract (430 Park Avenue)                                    | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$335.00       |
| 182              | 142 W 57TH STREET<br>TENANT LLC          | Telecom Contract (146 W 57th St)                                      | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$254.40       |
| 183              | 12 EAST 49TH STREET<br>TENANT LLC        | Telecom Contract (12 E 49th St)                                       | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$450.00       |
| 184              | 575 5TH AVENUE TENANT<br>LLC             | Telecom Contract (575 5th Ave)  | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$301.79       |
| 185              | 53 BEACH STREET TENANT<br>LLC            | Telecom Contract (53 Beach St)  | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$519.80       |
| 186              | 408 BROADWAY TENANT LLC                  | Telecom Contract (408 Broadway)                                       | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$260.00       |
| 187              | 500 7TH AVENUE TENANT<br>LLC             | Telecom Contract (500 7th Avenue)                                     | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$480.00       |
| 188              | 750 LEXINGTON AVENUE<br>TENANT LLC       | Telecom Contract (750 Lexington,<br>Avenue)                           | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$254.40       |
| 189              | 18 WEST 18TH STREET<br>TENANT LLC        | Telecom Contract (18 West 18th<br>Street)                             | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$343.20       |
| 190              | 71 5TH AVENUE TENANT LLC                 | Telecom Contract (71 5th Avenue)                                      | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$0.00         |
| 191              | 460 PARK AVE SOUTH<br>TENANT LLC         | Telecom Contract (450/460 Park<br>Avenue South)                       | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$322.50       |
| 192              | 21 PENN PLAZA TENANT<br>LLC              | Telecom Contract (368 9th Ave)  | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$490.00       |
| 193              | 1450 BROADWAY TENANT<br>LLC              | Telecom Contract (1450 Broadway)                                      | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$330.00       |
| 194              | 525 BROADWAY TENANT LLC                  | Telecom Contract (525 Broadway)                                       | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$1,253.23     |
| 195              | 130 W 42ND STREET<br>TENANT LLC          | Telecom Contract (130 W 42nd St)                                      | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$230.00       |
| 196              | WW 1010 HANCOCK LLC                      | Telecom Contract (1010 N Hancock,<br>St)                              | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$390.00       |
| 197              | 1100 LUDLOW STREET<br>TENANT LLC         | Telecom Contract (1100 Ludlow,<br>Street)                             | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$365.80       |
| 198              | 501 EAST KENNEDY<br>BOULEVARD TENANT LLC | Telecom Contract (501 East Kennedy,<br>Boulevard)                     | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$334.80       |
| 199              | 385 5TH AVENUE Q LLC                     | Telecom Contract (385 5th Avenue)                                     | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$190.00       |
| 200              | 120 WEST TRINITY PLACE<br>TENANT LLC     | Telecom Contract (120 West Trinity,<br>Place)                         | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$400.00       |
| 201              | 800 NORTH HIGH STREET<br>TENANT LLC      | Telecom Contract (800 N High Street)                                  | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$370.00       |
| 202              | 7272 WISCONSIN AVENUE<br>TENANT LLC      | Telecom Contract (7272 Wisconsin,<br>Ave)                             | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$390.00       |
| 203              | 6900 NORTH DALLAS<br>PARKWAY TENANT LLC  | Telecom Contract (6900 North Dallas<br>Parkway)                       | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$330.00       |
| 204              | 10900 STONELAKE<br>BOULEVARD TENANT LLC  | Telecom Contract (10900 Stonelake<br>Boulevard)                       | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$325.00       |
| 205              | 625 WEST ADAMS STREET<br>TENANT LLC      | Telecom Contract (625 West Adams<br>Street)                           | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$330.00       |
| 206              | 200 SOUTH BISCAYNE<br>BLVD TENANT LLC    | Telecom Contract (200 South Biscayne<br>Boulevard)                    | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$420.00       |
| 207              | 606 BROADWAY TENANT LLC                  | Telecom Contract (606 Broadway)                                       | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$272.00       |
| 208              | 611 NORTH BRAND<br>BOULEVARD TENANT LLC  | Telecom Contract (611 North Brand<br>Boulevard)                       | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$380.80       |
| 209              | 725 PONCE DE LEON AVE NE<br>TENANT LLC   | Telecom Contract (725 Ponce De Leon,<br>Ave NE)                       | Crown Castle Fiber LLC<br>1 Chase Corporate Drive, Suite 400, Birmingham, AL 35244<br>United States   | None  | \$380.00       |
| 210 <sup>5</sup> | WeWork Inc.                              | Lease Administration Agreement  | Cushman & Wakefield, U.S. Inc.<br>225 W Wacker Drive, Suite 3000, Chicago, IL 60606, UNITED<br>STATES | None  | \$0.00         |
| 210 <sup>6</sup> | WeWork Inc.                              | Amended and Restated Schedule for<br>Technology Systems and Resources | Cushman & Wakefield, U.S. Inc.<br>225 W Wacker Drive, Suite 3000, Chicago, IL 60606, UNITED<br>STATES | Revised schedule pursuant to larger<br>contract amendment | \$0.00         |
| 210 <sup>7</sup> | We Work Management LLC                   | Software Services Rider   | Darwin Technologies Limited<br>1 Tower Place West, Tower Place, London, United Kingdom,<br>EC3R 5BU   | None  | \$0.00         |

| #                      | Debtor<br>Legal Entity     | Assumption Counterparty   | Counterparty Address              | Amendments to Contract   | Cure<br>Amount |                              |
|------------------------|----------------------------|---|-----------------------------------|--|----------------|------------------------------|
| 2108 <sub>2</sub>      | 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                       |
| 2109 <sub>2</sub>      | We Work Management LLC     | Software Lease/License Agreement  | Data Theorem, Inc.                | 532 Emerson St, Palo Alto, CA 94301, UNITED STATES   | None           | \$0.00                       |
| 2110 <sub>2</sub>      | 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                   |
| 2111 <sub>2</sub>      | WeWork Companies U.S. LLC  | Statement of Work   | Datasite LLC                      | 733 S. Marquette Ave, Minneapolis, MN 55402  | None           | \$0.00                       |
| 2112 <sub>2</sub>      | We Work Management LLC     | Services Agreement  | Dealpath, Inc                     | 300 California Street, Suite 200, San Francisco, CA 94104, UNITED STATES   | None           | \$0.00                       |
| 2113 <sub>2</sub>      | We Work Management LLC     | Engagement Letter   | Debevoise & Plimpton LLP          | 919 Third Avenue, New York, NY, 10022  | None           | \$33,919.50                  |
| 2114 <sub>2</sub>      | We Work Management LLC     | Service Orders (6/1/2023 through 5/31/2026) <u>for Call Center and Building Phone Lines</u> | Dialpad, Inc.                     | 100 California Street, Suite 500, San Francisco, CA 94111, UNITED STATES   | None           | \$362,61,004.85 <sub>2</sub> |
| 2115 <sub>2</sub><br>9 | We Work Management LLC     | Service Order (7/28/2023 through 5/31/2026) <u>for Call Center</u>                          | Dialpad, Inc.                     | 100 California Street, Suite 500, San Francisco, CA 94111, UNITED STATES   | None           | \$0.00                       |
| 2211 <sub>2</sub>      | We Work Management LLC     | Services Agreement  | Diligent Corporation              | 1111 19th St NW, 8th Floor, Washington, DC 20036   | None           | \$0.00                       |
| 2212 <sub>2</sub>      | We Work Management LLC     | Subscription Agreement  | Docker, Inc.                      | 3790 El Camino Real, #1052, Palo Alto, CA 94306, UNITED STATES   | None           | \$0.00                       |
| 2213 <sub>2</sub><br>3 | Common Desk Operations LLC | Purchase and Sale Agreement   | Docusign, Inc.                    | 221 Main St, Suite 1000, San Francisco, CA 94105, UNITED STATES  | None           | \$0.00                       |
| 2214 <sub>2</sub><br>4 | We Work Management LLC     | Purchase and Sale Agreement   | Docusign, Inc.                    | 221 Main St, Suite 1000, San Francisco, CA 94105, UNITED STATES  | None           | \$0.00                       |
| 2215 <sub>2</sub>      | WW BuildCo LLC             | Construction Agreement  | DPR Construction                  | 1450 Veterans Blvd, Redwood City, CA 94063, UNITED STATES  | None           | \$0.00                       |
| 2216 <sub>2</sub>      | 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                       |
| 2217 <sub>2</sub>      | WeWork Canada GP ULC       | Master Service Agreement  | East Van Vinyl                    | 34 East 6th Avenue, Vancouver, BC V5T 1J4, CANADA  | None           | \$6,749.03                   |
| 2218 <sub>2</sub>      | We Work Management LLC     | Services Agreement  | Edicom Corp                       | One Whitehall Street, 14th Floor, New York, NY 10004, UNITED STATES  | None           | \$0.00                       |
| 2219 <sub>2</sub>      | We Work Management LLC     | Product and Service Agreement   | Edicom Corp                       | One Whitehall Street, 14th Floor, New York, NY 10004, UNITED STATES  | None           | \$0.00                       |
| 2220 <sub>2</sub>      | 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                   |
| 2212 <sub>2</sub>      | 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                       |
| 2213 <sub>2</sub>      | 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                       |
| 2214 <sub>2</sub>      | 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                       |
| #                      | Debtor<br>Legal Entity     | Assumption Counterparty   | Counterparty Address              | Amendments to Contract   | Cure<br>Amount |                              |
| 2215 <sub>2</sub>      | We Work Management LLC     | Services Agreement  | Engie Insight Services Inc.       | 1313 N. Atlantic Street, Suite 5000, Spokane, CA 99201, UNITED STATES  | None           | \$0.00                       |
| 2216 <sub>2</sub>      | 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                       |
| 2217 <sub>2</sub>      | WeWork Companies U.S. LLC  | Consulting Agreement  | Enzigma LLC                       | 1201 N Orange St, Suite 7403, Wilmington, DE 19801, UNITED STATES  | None           | \$37,732.50                  |
| 2218 <sub>2</sub>      | We Work Management LLC     | Statement of Work   | Enzigma LLC                       | 1201 N Orange St, Suite 7403, Wilmington, DE 19801, UNITED STATES  | None           | \$0.00                       |
| 2219 <sub>2</sub>      | We Work Management LLC     | Consulting Agreement  | Enzigma LLC                       | 1201 N Orange St, Suite 7403, Wilmington, DE 19801, UNITED STATES  | None           | \$0.00                       |
| 2220 <sub>2</sub>      | We Work Management LLC     | Consulting Agreement  | Eriksen Translations Inc          | 50 Court Street, Suite 700, Brooklyn, NY 11201, UNITED STATES  | None           | \$9,455.27                   |
| 2212 <sub>2</sub><br>9 | WeWork Companies U.S. LLC  | Consulting Agreement  | Ernst & Young LLP                 | 5 Times Square, 14th Floor, New York, NY 10036, UNITED STATES  | None           | \$0.00                       |
| 2213 <sub>2</sub><br>2 | We Work Management LLC     | Services Agreement  | EVIDENT ID                        | 2810 N CHURCH ST, STE 95997, WILMINGTON, DE 19802, UNITED STATES   | None           | \$1,346.40                   |
| 2214 <sub>2</sub><br>3 | 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                  |
| 2215 <sub>2</sub><br>4 | 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                       |
| 2216 <sub>2</sub><br>5 | 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                  |
| 2217 <sub>2</sub>      | We Work Management LLC     | Order Form  | Fastly, Inc.                      | P.O. Box 78266 San Francisco, CA 94107   | None           | \$7,443.34                   |
| 2218 <sub>2</sub>      | We Work Management LLC     | Service Agreement   | Fidelity Workplace Services LLC   | 245 Summer St Boston, MA, 02210-1133, United States  | None           | \$0.00                       |
| 2219 <sub>2</sub>      | We Work Management LLC     | Purchase and Sale Agreement   | Figma, Inc.                       | 760 Market St, Floor 10, San Francisco, CA 94102, UNITED STATES  | None           | \$0.00                       |
| 2220 <sub>2</sub>      | We Work Management LLC     | Life Insurance Policy   | First Unum Life Insurance Company | 1225 Franklin Avenue Suite 250, Garden City, NY 11530  | None           | \$0.00                       |
| 2211 <sub>2</sub>      | We Work Management LLC     | Purchase and Sale Agreement   | FiveTran, Inc.                    | 405 14th Street, Suite 1100, Oakland, CA 94612, UNITED STATES  | None           | \$0.00                       |
| 2212 <sub>2</sub>      | We Work Management LLC     | Software Lease/License Agreement  | Fivetran, Inc.                    | 405 14th Street, Oakland, CA 94612, UNITED STATES  | None           | \$0.00                       |
| 2213 <sub>2</sub>      | We Work Management LLC     | Services Agreement  | Fivetran, Inc.                    | 405 14th Street, Suite 1050, Oakland, CA 94612, UNITED STATES  | None           | \$0.00                       |
| 2214 <sub>2</sub><br>2 | We Work 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                       |

|                              |                               |                          |                               |   |      |          |
|------------------------------|-------------------------------|--------------------------|-------------------------------|---|------|----------|
| <sup>4425</sup> <sub>2</sub> | 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   |
| <sup>4425</sup> <sub>4</sub> | 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 |
| <sup>4425</sup> <sub>5</sub> | 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   |

| #   | Debtor Legal Entity                     | Assumption Counterparty                                  | Counterparty Address   | Amendments to Contract | Cure Amount |
|-----|---|--|--|------------------------|-------------|
| 154 | We Work Management LLC                  | Services Agreement                                       | Frame.io<br>22 Cortland St, Floor 31, New York, NY 10007, UNITED STATES  | None                   | \$0.00      |
| 155 | We Work Management LLC                  | Services Agreement                                       | GIACT Systems, LLC<br>P. O. BOX 411162, BOSTON, MA 02241, UNITED STATES  | None                   | \$28,079.00 |
| 156 | WW BuildCo LLC                          | Services Agreement                                       | Gilbane Building Company<br>7 Jackson Walkway, Providence, RI 02903, UNITED STATES   | None                   | \$0.00      |
| 157 | We Work Management LLC                  | Purchase Order Letter                                    | Glimmer Technologies Inc.<br>1412 Broadway, 21st Floor, New York, NY 10018   | None                   | \$0.00      |
| 158 | Common Desk Operations LLC              | Unexpired Lease  | GPV Shared Office LLC<br>Attn: Managing Director, 5601 Granite Parkway, Suite 800, Plano, TX 75024   | None                   | \$0.00      |
| 159 | Common Desk Operations LLC              | Unexpired Lease  | GPV SharedOffice, LLC<br>Attn: Director of Finance, 5601 Granite Parkway, Suite 800, Plano, TX 75024   | None                   | \$0.00      |
| 160 | We Work Management LLC                  | Master Service Agreement                                 | Granite Telecommunications LLC<br>100 Newport Avenue Ext., Quincy, MA 02171, UNITED STATES   | None                   | \$0.00      |
| 263 | 2700 POST OAK BLVD., TENANT LLC         | Telecom Contract (2700 Post Oak Blvd)                    | Granite Telecommunications LLC<br>100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                   | \$43.06     |
| 264 | 100 BROADWAY TENANT LLC                 | Telecom Contract (100 W Broadway)                        | Granite Telecommunications LLC<br>100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                   | \$21.03     |
| 265 | 8687 MELROSE AVENUE, TENANT LLC         | Telecom Contract (750 N San Vicente, Blvd)               | Granite Telecommunications LLC<br>100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                   | \$16.78     |
| 266 | 100000 WASHINGTON BOULEVARD TENANT LLC  | Telecom Contract (10000 Washington Boulevard)            | Granite Telecommunications LLC<br>100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                   | \$37.82     |
| 267 | 222 NORTH SEPULVEDA, TENANT LLC         | Telecom Contract (222 Pacific Coast Highway)             | Granite Telecommunications LLC<br>100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                   | \$144.96    |
| 268 | 400 SPECTRUM CENTER DRIVE TENANT LLC    | Telecom Contract (400 Spectrum Center Dr)                | Granite Telecommunications LLC<br>100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                   | \$68.77     |
| 269 | 695 TOWN CENTER DRIVE, TENANT LLC       | Telecom Contract (695 Town Center Dr)                    | Granite Telecommunications LLC<br>100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                   | \$68.29     |
| 270 | 9830 WILSHIRE BOULEVARD, TENANT LLC     | Telecom Contract (9830 Wilshire Blvd)                    | Granite Telecommunications LLC<br>100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                   | \$51.31     |
| 271 | 5161 LANKERSHIM BOULEVARD TENANT LLC    | Telecom Contract (5161 Lankershim Boulevard)             | Granite Telecommunications LLC<br>100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                   | \$18.20     |
| 272 | 2211 MICHELSON DRIVE, TENANT LLC        | Telecom Contract (2211 Michelson Drive)                  | Granite Telecommunications LLC<br>100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                   | \$51.56     |
| 273 | 1003 EAST 4TH PLACE, TENANT LLC         | Telecom Contract (1003 E 4th Place)                      | Granite Telecommunications LLC<br>100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                   | \$38.85     |
| 274 | 53 BEACH STREET TENANT LLC              | Telecom Contract (53 Beach St)                           | Granite Telecommunications LLC<br>100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                   | \$28.75     |
| 275 | 500 7TH AVENUE TENANT LLC               | Telecom Contract (500 7th Avenue)                        | Granite Telecommunications LLC<br>100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                   | \$80.77     |
| 276 | 8910 UNIVERSITY CENTER, LANE TENANT LLC | Telecom Contract (8910 University Center Lane Suite 400) | Granite Telecommunications LLC<br>100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                   | \$17.60     |
| 277 | WW 2015 SHATTUCK LLC                    | Telecom Contract (2120 University Ave)                   | Granite Telecommunications LLC<br>100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                   | \$17.95     |
| 278 | 201 SPEAR ST TENANT LLC                 | Telecom Contract (201 Spear St)                          | Granite Telecommunications LLC<br>100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                   | \$95.72     |
| 279 | 2201 BROADWAY TENANT LLC                | Telecom Contract (2201 Broadway)                         | Granite Telecommunications LLC<br>100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                   | \$108.26    |
| 280 | 333 WEST SAN CARLOS, TENANT LLC         | Telecom Contract (333 West San Carlos Street)            | Granite Telecommunications LLC<br>100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                   | \$72.19     |
| 281 | 3101 PARK BOULEVARD, TENANT LLC         | Telecom Contract (3101 Park Boulevard)                   | Granite Telecommunications LLC<br>100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                   | \$17.52     |
| 282 | 400 CAPITOL MALL, TENANT LLC            | Telecom Contract (400 Capitol Mall)                      | Granite Telecommunications LLC<br>100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                   | \$36.18     |
| 283 | 1825 SOUTH GRANT STREET TENANT LLC      | Telecom Contract (1825 S Grant St)                       | Granite Telecommunications LLC<br>100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                   | \$186.60    |
| 284 | 10585 SANTA MONICA BOULEVARD TENANT LLC | Telecom Contract (10585 Santa Monica Boulevard)          | Granite Telecommunications LLC<br>100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                   | \$55.49     |
| 285 | 200 SOUTH BISCAYNE BLVD TENANT LLC      | Telecom Contract (200 South Biscayne Boulevard)          | Granite Telecommunications LLC<br>100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                   | \$74.84     |
| 286 | 1150 SOUTH OLIVE STREET, TENANT LLC     | Telecom Contract (1150 South Olive Street)               | Granite Telecommunications LLC<br>100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                   | \$55.21     |
| 287 | 1840 GATEWAY DR, TENANT LLC             | Telecom Contract (1840 Gateway Dr)                       | Granite Telecommunications LLC<br>100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                   | \$33.97     |
| 288 | 611 NORTH BRAND, BOULEVARD TENANT LLC   | Telecom Contract (611 North Brand Boulevard)             | Granite Telecommunications LLC<br>100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                   | \$108.19    |
| 289 | 4041 MACARTHUR BOULEVARD TENANT LLC     | Telecom Contract (4041 MacArthur Boulevard)              | Granite Telecommunications LLC<br>100 Newport Ave. Ext. Quincy, MA 02171 United States   | None                   | \$16.78     |
| 290 | We Work Management LLC                  | Master Service Agreement                                 | Green 2 Green Corp (DBA Plant Shed New York Flowers)<br>Attn: Antonio Roche, Executive Director of Sales, 723 Amsterdam Ave, New York, NY 10025, UNITED STATES | None                   | \$31,975.74 |
| 291 | We Work Management LLC                  | Order Form   | Greenhouse Software, Inc<br>18 W 18th Street, 11th Floor, New York, NY 10011   | None                   | \$36,182.89 |
| 292 | We Work Management LLC                  | Statement of Work  | Greenhouse Software, Inc<br>18 W 18th Street, 11th Floor, New York, NY 10011   | None                   | \$0.00      |
| 293 | Common Desk Operations LLC              | Unexpired Lease  | GTT Commons LP<br>C/O David Kahn, 804 Congress Ave., Suite 300, Austin, TX 78701   | None                   | \$0.00      |
| 294 | We Work Management LLC                  | Software Lease/License Agreement                         | Herrmann International, Inc.<br>PO BOX 389, FOREST CITY, NC 28043, UNITED STATES   | None                   | \$0.00      |
| 295 | We Work Management LLC                  | Master Service Agreement                                 | Hill Mechanical Services<br>Attn: Jared Schreiber, Junior Account Executive, 11405 Gage Avenue, Franklin Park, IL 61031, UNITED STATES                         | None                   | \$0.00      |
| 296 | We Work Management LLC                  | Services Agreement                                       | HireRight LLC<br>ATTN: Legal Department, 5151 California Avenue, Irvine, CA 92617, UNITED STATES   | None                   | \$6,487.49  |
| 297 |   |  |  |                        |             |

|                              |                        |                                  |            |   |                          |             |
|------------------------------|------------------------|----------------------------------|------------|---|--------------------------|-------------|
| <u>7</u>                     | We Work Management LLC | Software Lease/License Agreement | Hoxhunt Oy | PORKKALANKATU 3, UUSIMAA, HELSINKI, FINLAND             | None                     | \$0.00      |
| <u>8</u><br><del>14629</del> | 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 |

| #          | Debtor<br>Legal Entity          | Assumption Counterparty  | Counterparty Address  | Amendments to Contract   | Cure<br>Amount               |
|------------|---------------------------------|--|---|--|------------------------------|
| 4629<br>9  | We Work Management LLC          | Master Service Agreement   | HP Inc.<br>Attn: General Counsel, 1501 Page Mill Road, Palo Alto, CA 94304, UNITED STATES   | Reduced volume and price   | \$0.00                       |
| 4630<br>0  | We Work Management LLC          | Service Agreement  | InfoArmor Inc. (DBA Allstate Identity Protection)<br>7001 N. Scottsdale Road, Suite 2020, Scottsdale, AZ 85253                        | None   | \$0.00                       |
| 30164      | We Work Management LLC          | Consulting Agreement   | Innova Solutions, Inc.<br>4633 Old Ironsides Drive, Suite 320, Santa Clara, CA 95054, UNITED STATES                                   | None   | \$42,068.40                  |
| 17202      | WW BuildCo LLC                  | Services Agreement   | Integrity Networks, Inc.<br>2220 Lind Ave SW, Suite 106, Renton, WA 98057, UNITED STATES  | None   | \$10,357.96                  |
| 303        | WeWork Companies U.S. LLC       | <a href="#">Client Relationship Agreement for Services</a>                     | <a href="#">International Business Machines Corporation</a><br>1 New Orchard Rd, Armonk, NY 10504, UNITED STATES                      | <a href="#">None</a>   | <a href="#">\$0.00</a>       |
| 304        | WeWork Companies U.S. LLC       | <a href="#">WeWork Finance &amp; Administrative Services Statement of Work</a> | <a href="#">International Business Machines Corporation</a><br>1 New Orchard Rd, Armonk, NY 10504, UNITED STATES                      | <a href="#">None</a>   | <a href="#">\$159,938.53</a> |
| 1730<br>n  | We Work Management LLC          | Statement of Work  | InterWorks Inc<br>1425 S Sangre Road, Stillwater, OK 74074, UNITED STATES   | None   | \$249.88                     |
| #          | Debtor<br>Legal Entity          | Assumption Counterparty  | Counterparty Address  | Amendments to Contract   | Cure<br>Amount               |
| 17230<br>6 | We Work Management LLC          | Master Service Agreement   | InterWorks Inc<br>1425 S Sangre Road, Stillwater, OK 74074, UNITED STATES   | None   | \$0.00                       |
| 17407      | Common Desk Operations LLC      | <a href="#">Unexpired Lease Management Agreement</a>                           | ION Houston LLC<br>Attn: Kurt D. Nondorf, Jackson Walker LLP, 1401 McKinney Suite 1900, Houston, TX 77010                             | None   | \$0.00                       |
| 17430<br>8 | WeWork Companies U.S. LLC       | Master Service Agreement   | Iron Mountain, Inc. (DBA Iron Mountain Data Centers LLC)<br>3003 Woodbridge Avenue, Edison, NJ 08837, UNITED STATES                   | None   | \$2,714.22                   |
| 17530<br>9 | We Work Management LLC          | Master Service Agreement   | Iron Mountain, Inc. (DBA Iron Mountain Data Centers LLC)<br>3003 Woodbridge Avenue, Edison, NJ 08837, UNITED STATES                   | None   | \$0.00                       |
| 31740      | We Work Management LLC          | Services Agreement   | Jellyfish US Limited<br>250 South President St, Suite 10, Baltimore, MD 21202, UNITED STATES  | None   | \$16,145.23                  |
| 31772      | We Work Management LLC          | Pricing Agreement  | JetBrains Americas Inc.<br>989 East Hillsdale Blvd, Suite 200, Foster City, CA 94404, UNITED STATES                                   | None   | \$0.00                       |
| 31782      | WeWork Companies U.S. LLC       | Master Service Agreement   | JPMorgan Chase Bank, N.A.<br>ATTN: Legal Department, 14221 Dallas Parkway, Dallas, TX 75254, UNITED STATES                            | None   | \$0.00                       |
| 31790      | We Work Management LLC          | Purchase and Sale Agreement  | Kaltura, Inc.<br>860 Broadway, 3rd Floor, New York, NY 10003, UNITED STATES   | None   | \$0.00                       |
| 31800      | We Work Management LLC          | Consulting Agreement   | KBA Lease Services, Inc.<br>1000 U.S. Highway 9, Woodbridge, NJ 07095, UNITED STATES  | None   | \$0.00                       |
| 31844      | We Work Management LLC          | Master Service Agreement   | Labor Law Compliance Center, LLC<br>Attn: Donny Butts, Customer Service Director, 23855 Gosling Road, Spring, TX 77389, UNITED STATES | None   | \$0.00                       |
| 31849      | WeWork Companies U.S. LLC       | Consulting Agreement   | Language Line Services, Inc. (DBA LanguageLine Solutions)<br>P.O. BOX 202564, Dallas, TX 75320-2564, UNITED STATES                    | None   | \$1,572.12                   |
| 31847      | We Work Management LLC          | Consulting Agreement   | Language Line Services, Inc. (DBA LanguageLine Solutions)<br>P.O. BOX 202564, Dallas, TX 75320-2564, UNITED STATES                    | None   | \$0.00                       |
| 31848      | WeWork Companies U.S. LLC       | Staffing Agreement   | LaSalle Staffing, Inc. dba LaSalle Network, Inc.<br>200 N LaSalle, Suite 2500, Chicago, IL 60601, UNITED STATES                       | None   | \$0.00                       |
| 31859      | We Work Management LLC          | Staffing Agreement   | LaSalle Staffing, Inc. dba LaSalle Network, Inc.<br>200 N LaSalle, Suite 2500, Chicago, IL 60601, UNITED STATES                       | None   | \$0.00                       |
| 320        | We Work Management LLC          | <a href="#">Master Goods and Services Agreement</a>                            | Lavazza North America, Inc.<br>120 Wall Street, 27th Floor, New York, NY 10005, UNITED STATES   | <a href="#">New term, new minimum purchase requirement and updated terms for equipment and equipment maintenance</a> | <a href="#">\$0</a>          |
| 32184      | We Work Management LLC          | Software Lease/License Agreement   | Leandata, Inc<br>1175 Sonora Ct, Sunnyvale, CA 94087, UNITED STATES   | None   | \$0.00                       |
| 17432<br>2 | WeWork Companies U.S. LLC       | Engagement Letter  | Leason Ellis LLP<br>1 Barker Avenue, White Plains, NY 10601   | None   | \$1,109.00                   |
| 323        | 200 PORTLAND TENANT LLC         | <a href="#">Telecom Contract (200 Portland St)</a>                             | LightPath Technologies, Inc.<br>1111 Stewart Avenue Bethpage, NY 11714, United States   | <a href="#">None</a>   | <a href="#">\$430.00</a>     |
| 324        | 1440 BROADWAY TENANT LLC        | <a href="#">Telecom Contract (1440 Broadway)</a>                               | LightPath Technologies, Inc.<br>1111 Stewart Avenue Bethpage, NY 11714, United States   | <a href="#">None</a>   | <a href="#">\$284.46</a>     |
| 325        | 408 BROADWAY TENANT LLC         | <a href="#">Telecom Contract (408 Broadway)</a>                                | LightPath Technologies, Inc.<br>1111 Stewart Avenue Bethpage, NY 11714, United States   | <a href="#">None</a>   | <a href="#">\$316.57</a>     |
| 326        | 125 WEST 25TH STREET TENANT LLC | <a href="#">Telecom Contract (125 West 25th Street)</a>                        | LightPath Technologies, Inc.<br>1111 Stewart Avenue Bethpage, NY 11714, United States   | <a href="#">None</a>   | <a href="#">\$324.23</a>     |
| 327        | 575 Lexington Avenue Tenant LLC | <a href="#">Telecom Contract (575 Lexington Ave)</a>                           | LightPath Technologies, Inc.<br>1111 Stewart Avenue Bethpage, NY 11714, United States   | <a href="#">None</a>   | <a href="#">\$514.06</a>     |
| 328        | 1881 BROADWAY HQ LLC            | <a href="#">Telecom Contract (1881 Broadway 3rd &amp; 4th floors)</a>          | LightPath Technologies, Inc.<br>1111 Stewart Avenue Bethpage, NY 11714, United States   | <a href="#">None</a>   | <a href="#">\$414.07</a>     |
| 329        | 606 BROADWAY TENANT LLC         | <a href="#">Telecom Contract (606 Broadway)</a>                                | LightPath Technologies, Inc.<br>1111 Stewart Avenue Bethpage, NY 11714, United States   | <a href="#">None</a>   | <a href="#">\$329.34</a>     |
| 17431<br>0 | We Work Management LLC          | Order Form   | LinkedIn Corporation<br>1000 West Maude, Sunnyvale, CA 94085, UNITED STATES   | None   | \$0.00                       |
| 33189      | We Work Management LLC          | License Agreement  | Litmus Software, Inc.<br>675 Massachusetts Ave, 10 Floor, Cambridge, MA 02139, UNITED STATES  | None   | \$0.00                       |
| 17432<br>2 | We Work Management LLC          | Master Service Agreement   | LiveRamp, Inc.<br>225 Bush Street, 17th FL, San Francisco, CA 94104, UNITED STATES  | None   | \$6,369.19                   |
| 333        | WW 85 Broad LLC                 | <a href="#">Side Agreement</a>   | LPQ 85 Broad, Inc.<br>50 Broad Street, 12th Floor, New York, NY 10004; Attn: General Counsel; Attn: Director of Real Estate           | <a href="#">None</a>   | <a href="#">\$0.00</a>       |
| 17433<br>n | We Work Management LLC          | Knowledge Services Agreement and Statement of Work                             | LRN Corporation<br>41 Madison Avenue, 30th Floor, New York, NY 10010  | None   | \$0.00                       |
| 17434<br>n | We Work Management LLC          | Pricing Agreement  | Lucid Software Inc.<br>Attn: Jordan Bauer, 10355 S Jordan Gateway, Suite 300, South Jordan, UT 84095, UNITED STATES                   | None   | \$0.00                       |
| 336        | 1175 PEACHTREE TENANT LLC       | <a href="#">Telecom Contract (1175 Peachtree St NE)</a>                        | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States  | <a href="#">None</a>   | <a href="#">\$221.36</a>     |

|                     |  |   |                          |  |                      |                          |
|---------------------|--|---|--------------------------|--|----------------------|--------------------------|
| <a href="#">337</a> | <a href="#">3300 N. INTERSTATE 35<br/>TENANT LLC</a> | <a href="#">Telecom Contract (3300 N Interstate<br/>35)</a> | Lumen Technologies, Inc. | <a href="#">100 CenturyLink Drive Monroe, LA 71203 United States</a> | <a href="#">None</a> | <a href="#">\$396.80</a> |
| <a href="#">338</a> | <a href="#">221 6TH STREET TENANT LLC</a>            | <a href="#">Telecom Contract (221 W 6th St)</a>             | Lumen Technologies, Inc. | <a href="#">100 CenturyLink Drive Monroe, LA 71203 United States</a> | <a href="#">None</a> | <a href="#">\$281.12</a> |
| <a href="#">339</a> | <a href="#">33 ARCH STREET TENANT<br/>LLC</a>        | <a href="#">Telecom Contract (33 Arch St)</a>               | Lumen Technologies, Inc. | <a href="#">100 CenturyLink Drive Monroe, LA 71203 United States</a> | <a href="#">None</a> | <a href="#">\$433.21</a> |
| <a href="#">340</a> | <a href="#">1 LINCOLN STREET<br/>TENANT LLC</a>      | <a href="#">Telecom Contract (1 Lincoln St)</a>             | Lumen Technologies, Inc. | <a href="#">100 CenturyLink Drive Monroe, LA 71203 United States</a> | <a href="#">None</a> | <a href="#">\$247.92</a> |

| #   | Debtor<br>Legal Entity                       | Assumption Counterparty                                  | Counterparty Address   | Amendments to Contract | Cure<br>Amount             |
|-----|--|--|--|------------------------|----------------------------|
| 341 | 2755 CANYON BLVD WW<br>TENANT LLC            | Telecom Contract (2755 Canyon Blvd)                      | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$279.77</a>   |
| 342 | 330 NORTH WABASH<br>TENANT LLC               | Telecom Contract (330 N Wabash, Ave)                     | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$278.74</a>   |
| 343 | 222 S RIVERSIDE PLAZA<br>TENANT LLC          | Telecom Contract (222 S Riverside, Plaza)                | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$468.42</a>   |
| 344 | 615 S. TENANT LLC                            | Telecom Contract (615 S College St)                      | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$282.24</a>   |
| 345 | SOUTH TRYON STREET<br>TENANT LLC             | Telecom Contract (1422 S Tryon St)                       | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$366.53</a>   |
| 346 | 1201 WILSON BLVD.<br>TENANT LLC              | Telecom Contract (1201 Wilson Blvd)                      | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$283.25</a>   |
| 347 | WW 1550 WEWATTA<br>STREET LLC                | Telecom Contract (1550 Wewatta, St)                      | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$298.58</a>   |
| 348 | 1200 17TH STREET TENANT<br>LLC               | Telecom Contract (1200 17th Street)                      | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$1,419.49</a> |
| 349 | 1615 PLATTE STREET<br>TENANT LLC             | Telecom Contract (1615 Platte St)                        | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$553.12</a>   |
| 350 | 205 NORTH DETROIT<br>STREET TENANT LLC       | Telecom Contract (205 Detroit Street)                    | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$287.83</a>   |
| 351 | 3900 W ALAMEDA AVE<br>TENANT LLC             | Telecom Contract (3900 W Alameda Ave)                    | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$0.00</a>     |
| 352 | 222 NORTH SEPULVEDA<br>TENANT LLC            | Telecom Contract (222 Pacific Coast Highway)             | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$781.18</a>   |
| 353 | 400 SPECTRUM CENTER<br>DRIVE TENANT LLC      | Telecom Contract (400 Spectrum Center Dr)                | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$266.49</a>   |
| 354 | 695 TOWN CENTER DRIVE<br>TENANT LLC          | Telecom Contract (695 Town Center Dr)                    | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$266.49</a>   |
| 355 | 2211 MICHELSON DRIVE<br>TENANT LLC           | Telecom Contract (2211 Michelson Drive)                  | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$422.44</a>   |
| 356 | 10845 GRIFFITH PEAK<br>DRIVE TENANT LLC      | Telecom Contract (10845 Griffith Peak Dr)                | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$266.44</a>   |
| 357 | 6543 SOUTH LAS VEGAS<br>BOULEVARD TENANT LLC | Telecom Contract (6543 South Las Vegas Blvd)             | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$271.77</a>   |
| 358 | 3003 WOODBRIDGE AVE<br>TENANT LLC            | Telecom Contract (3003 Woodbridge Ave)                   | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$445.89</a>   |
| 359 | 3003 WOODBRIDGE AVE<br>TENANT LLC            | Telecom Contract (3003 Woodbridge Ave)                   | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$77.83</a>    |
| 360 | 78 SW 7TH STREET TENANT<br>LLC               | Telecom Contract (78 SW 7th st)                          | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$331.93</a>   |
| 361 | 225 SOUTH 6TH ST TENANT<br>LLC               | Telecom Contract (225 South 6th St)                      | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$287.94</a>   |
| 362 | 729 WASHINGTON AVE<br>TENANT LLC             | Telecom Contract (729 N Washington Ave)                  | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$381.04</a>   |
| 363 | 150 4TH AVE N TENANT<br>LLC                  | Telecom Contract (150 4th Ave N)                         | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$293.06</a>   |
| 364 | 49 WEST 27TH STREET HQ<br>LLC                | Telecom Contract (49 West 27th Street)                   | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$0.00</a>     |
| 365 | 450 LEXINGTON TENANT<br>LLC                  | Telecom Contract (450 Lexington Ave)                     | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$277.48</a>   |
| 366 | 609 GREENWICH STREET<br>TENANT LLC           | Telecom Contract (609 Greenwich Street)                  | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$277.48</a>   |
| 367 | 2425 EAST CAMELBACK<br>ROAD TENANT LLC       | Telecom Contract (2425 East Camelback Road)              | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$266.44</a>   |
| 368 | 410 NORTH SCOTTSDALE<br>ROAD TENANT LLC      | Telecom Contract (410 North Scottsdale Road)             | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$274.87</a>   |
| 369 | 1 GLENWOOD AVE.<br>TENANT LLC                | Telecom Contract (1 Glenwood Ave)                        | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$268.51</a>   |
| 370 | 110 CORCORAN STREET<br>TENANT LLC            | Telecom Contract (110 Corcoran Street)                   | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$268.51</a>   |
| 371 | 8910 UNIVERSITY CENTER<br>LANE TENANT LLC    | Telecom Contract (8910 University Center Lane Suite 400) | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$286.35</a>   |
| 372 | WW 107 SPRING STREET<br>LLC                  | Telecom Contract (107 Spring St)                         | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$246.07</a>   |
| 373 | 1448 NW MARKET STREET<br>TENANT LLC          | Telecom Contract (1448 NW Market Street)                 | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$519.33</a>   |
| 374 | 255 S KING ST TENANT LLC                     | Telecom Contract (255 S King St)                         | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$268.18</a>   |
| 375 | 1600 7TH AVENUE TENANT<br>LLC                | Telecom Contract (1600 7th Avenue Suite #700)            | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$445.11</a>   |
| 376 | 800 BELLEVUE WAY<br>TENANT LLC               | Telecom Contract (800 Bellevue Way NE)                   | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$341.16</a>   |
| 377 | 1201 3RD AVENUE TENANT<br>LLC                | Telecom Contract (1201 3rd Avg)                          | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$268.18</a>   |
| 378 | 10885 NE 4TH STREET<br>TENANT LLC            | Telecom Contract (10885 Northeast 4th St)                | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$285.96</a>   |
| 379 | 600 CALIFORNIA STREET<br>TENANT LLC          | Telecom Contract (600 California St)                     | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$317.57</a>   |
| 380 | 201 SPEAR ST TENANT LLC                      | Telecom Contract (201 Spear St)                          | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$390.12</a>   |
| 381 | 650 CALIFORNIA STREET<br>TENANT LLC          | Telecom Contract (650 California Street)                 | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$290.54</a>   |
| 382 | 415 MISSION STREET<br>TENANT LLC             | Telecom Contract (415 Mission Street)                    | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$277.66</a>   |
| 383 | 333 WEST SAN CARLOS<br>TENANT LLC            | Telecom Contract (333 West San Carlos Street)            | Lumen Technologies, Inc.<br>100 CenturyLink Drive Monroe, LA 71203 United States | <a href="#">None</a>   | <a href="#">\$351.43</a>   |

| Legal Entity                                | Contract Type                                 | Counterparty                                 | Address   | Amount                                   |
|---|---|--|---|--|
| 38460 WEST 50 NORTH<br>TENANT LLC           | Telecom Contract (160 West 50 North)          | Lumen Technologies, Inc.                     | 100 CenturyLink Drive Monroe, LA 71203 United States  | \$271.23                                 |
| 38501 EAST KENNEDY<br>BOULEVARD TENANT LLC  | Telecom Contract (501 East Kennedy Boulevard) | Lumen Technologies, Inc.                     | 100 CenturyLink Drive Monroe, LA 71203 United States  | \$265.99                                 |
| 386 We Work Management LLC                  | Telecom Contract (2820 Northwestem Parkway)   | Lumen Technologies, Inc.                     | 100 CenturyLink Drive Monroe, LA 71203 United States  | \$740.00                                 |
| 387 We Work Management LLC                  | Telecom Contract (2820 Northwestem Parkway)   | Lumen Technologies, Inc.                     | 100 CenturyLink Drive Monroe, LA 71203 United States  | \$1,054.97                               |
| 388 6900 NORTH DALLAS<br>PARKWAY TENANT LLC | Telecom Contract (6900 North Dallas Parkway)  | Lumen Technologies, Inc.                     | 100 CenturyLink Drive Monroe, LA 71203 United States  | \$287.82                                 |
| 389 901 NORTH GLEBE ROAD<br>TENANT LLC      | Telecom Contract (901 North Glebe Road)       | Lumen Technologies, Inc.                     | 100 CenturyLink Drive Monroe, LA 71203 United States  | \$304.49                                 |
| 390 10900 STONELAKE<br>BOULEVARD TENANT LLC | Telecom Contract (10900 Stonelake Boulevard)  | Lumen Technologies, Inc.                     | 100 CenturyLink Drive Monroe, LA 71203 United States  | \$267.72                                 |
| 391 1100 MAIN STREET<br>TENANT LLC          | Telecom Contract (1100 Main Street)           | Lumen Technologies, Inc.                     | 100 CenturyLink Drive Monroe, LA 71203 United States  | \$295.19                                 |
| 392 1150 SOUTH OLIVE STREET<br>TENANT LLC   | Telecom Contract (1150 South Olive Street)    | Lumen Technologies, Inc.                     | 100 CenturyLink Drive Monroe, LA 71203 United States  | \$300.70                                 |
| 393 475 SANSCOE ST TENANT<br>LLC            | Telecom Contract (475 Sanscoe St)             | Lumen Technologies, Inc.                     | 100 CenturyLink Drive Monroe, LA 71203 United States  | \$293.11                                 |
| 394 611 NORTH BRAND<br>BOULEVARD TENANT LLC | Telecom Contract (611 North Brand Boulevard)  | Lumen Technologies, Inc.                     | 100 CenturyLink Drive Monroe, LA 71203 United States  | \$287.15                                 |
| 395 4041 MACARTHUR<br>BOULEVARD TENANT LLC  | Telecom Contract (4041 MacArthur Boulevard)   | Lumen Technologies, Inc.                     | 100 CenturyLink Drive Monroe, LA 71203 United States  | \$266.49                                 |
| 396 We Work Management LLC                  | Consulting Agreement                          | Lumi Consulting Group, Inc.                  | 3549 North University Ave, STE 325, Provo, UT 84604, UNITED STATES                                  | \$86,328.00                              |
| 397 WW 520 BROADWAY LLC                     | Telecom Contract (520 Broadway)               | Manhattan Telecommunications Corporation LLC | 55 Water Street New York, NY 10041 United States  | \$54.97                                  |
| 398 424-438 FIFTH AVENUE<br>TENANT LLC      | Telecom Contract (424 5th Ave)                | Manhattan Telecommunications Corporation LLC | 55 Water Street New York, NY 10041 United States  | \$14.04                                  |
| 399 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                            |
| 400 We Work Management LLC                  | Master Service Agreement                      | MarkMonitor Inc                              | 50 CALIFORNIA ST, SUITE 200, San Francisco, CA 92111, UNITED STATES                                 | \$3,173.00                               |
| 401 We Work Management LLC                  | Master Client-Services Agreement              | Marsh USA Inc.                               | 1166 Avenue of the Americas New York, NY 10036 United States  | \$0.00                                   |
| 402 We Work Management LLC                  | Services Agreement                            | Matterport, Inc.                             | 352 E Java Dr, Sunnyvale, CA 94089, UNITED STATES   | \$0.00                                   |
| 403 WW BuildCo LLC                          | Master Service Agreement                      | Maxus Group, Inc.                            | 346 Seventh Avenue, Suite 401, New York, NY 10001, UNITED STATES                                    | \$126,938.95                             |
| 404 We Work Management LLC                  | Consulting Agreement                          | Megaport                                     | 6790 Embarcadero Ln, #100, Carlsbad, CA 92011, UNITED STATES  | \$6,176.44                               |
| 405 We Work Management LLC                  | Statement of Work                             | Mercer Health and Benefits LLC               | 1166 Avenue of the Americas, New York, NY 10036, UNITED STATES                                      | \$0.00                                   |
| 406 We Work Management LLC                  | License Agreement                             | Mersive Technologies, Inc.                   | ATTN: Chief Executive Officer, 2399 Blake Street, Suite 150, Denver, CO 80205, UNITED STATES        | \$0.00                                   |
| 407 We Work Management LLC                  | Pricing Agreement                             | Mersive Technologies, Inc.                   | ATTN: Rick Emery, 2399 Blake Street, Suite 160, Denver, CO 80205, UNITED STATES                     | \$0.00                                   |
| 408 We Work Management LLC                  | Enterprise Agreement                          | Microsoft Corporation                        | One Microsoft Way, Redmond, WA 98052, UNITED STATES   | Reduced volume                           |
| 409 We Work Management LLC                  | Partnership/JV Agreements                     | Microsoft Corporation                        | One Microsoft Way, Redmond, WA 98052, UNITED STATES   | Reduced volume                           |
| 410 We Work Management LLC                  | Enterprise Enrollment Agreement               | Microsoft Corporation                        | One Microsoft Way, Redmond, WA 98052, UNITED STATES   | Reduced volume                           |
| 411 We Work Management LLC                  | License Agreement                             | Microsoft Corporation                        | 6800 Sierra Center Parkway, Dept. 551, Volume Licensing, Reno, NV 89511, UNITED STATES              | Reduced volume                           |
| 412 We Work Management LLC                  | Sponsorship Agreement                         | Microsoft Corporation                        | One Microsoft Way, Redmond, WA 98052, UNITED STATES   | Reduced volume                           |
| 413 We Work Management LLC                  | Services Agreement                            | Microsol Resources                           | 214 West 29th Street, New York, NY 10001, UNITED STATES   | \$0.00                                   |
| 414 We Work Management LLC                  | Services Agreement                            | Milk Stork, Inc.                             | 2085 E. Bayshore, #50656, Palo Alto, CA 94303, UNITED STATES  | \$0.00                                   |
| 415 We Work Management LLC                  | Statement of Work                             | Milk Stork, Inc.                             | 2085 E. Bayshore, #50656, Palo Alto, CA 94303, UNITED STATES  | \$0.00                                   |
| 416 WeWork Companies U.S. LLC               | Consulting Agreement                          | MindStream Analytics, LLC                    | 745 Atlantic Avenue, Boston, MA 02111, UNITED STATES  | \$0.00                                   |
| 417 We Work Management LLC                  | Consulting Agreement                          | MindStream Analytics, LLC                    | 745 Atlantic Avenue, Boston, MA 02111, UNITED STATES  | \$0.00                                   |
| 418 We Work Management LLC                  | Master Service Agreement                      | MindStream Analytics, LLC                    | 1021 E Lincolnway, #264, Cheyenne, WY 82001, UNITED STATES  | \$0.00                                   |
| 419 We Work Management LLC                  | Services Agreement                            | MindTickle, Inc.                             | ATTN: President, 55 2nd Street, Suite 550, San Francisco, CA 94105, UNITED STATES                   | \$0.00                                   |
| #   | Debtor<br>Legal Entity                        | Assumption Counterparty                      | Counterparty Address  | Amendments to Contract<br>Cure<br>Amount |
| 420 We Work Management LLC                  | Purchase and Sale Agreement                   | MindTickle, Inc.                             | 535 Mission St, 14th Floor, San Francisco, CA 94105, UNITED STATES                                  | \$0.00                                   |
| 421 We Work Management LLC                  | Master Service Agreement                      | Mitratech Holdings, Inc.                     | 5001 Plaza on the Lake, Suite 111, Austin, TX 78746, UNITED STATES                                  | \$0.00                                   |
| 422 We Work Management LLC                  | Software Lease/License Agreement              | Mitratech Holdings, Inc.                     | 5001 Plaza on Lake, Austin, TX 78746, UNITED STATES   | \$0.00                                   |
| 423 We Work Management LLC                  | Service Agreement and Sales Order             | Monday.com Ltd                               | 6 Yitzhak Sadch St, Tel-Aviv, Israel, 6777506   | Contract term                            |
| 424 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 | \$8,053.55                               |
| 425 We Work Management LLC                  | Master Service Agreement                      |  |   | \$0.00                                   |

|  |   |                    |                |  |      |        |
|--|---|--------------------|----------------|--|------|--------|
|  |  WeWork Companies U.S. LLC | Statement of Work  | Moss Adams LLP | 999 Third Avenue, Suite 2800, Seattle, WA 98104, UNITED STATES | None | \$0.00 |
|  |  We Work Management LLC    | Services Agreement | Moss Adams LLP | 999 Third Avenue, Suite 2800, Seattle, WA 98104, UNITED STATES | None | \$0.00 |

| #    | Debtor Legal Entity       | Assumption Counterparty  | Counterparty Address                           | Amendments to Contract  | Cure Amount |              |
|------|---------------------------|--|--|---|-------------|--------------|
| 4223 | 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  |
| 4223 | 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  |
| 4224 | We Work Management LLC    | Software Lease/License Agreement                                   | Myriad360, LLC                                 | 199 Water Street, 34th Floor, New York, NY 10038, UNITED STATES   | None        | \$0.00       |
| 4254 | We Work Management LLC    | Data License   | Myriad360, LLC                                 | 199 Water Street, 34th Floor, New York, NY 10038, UNITED STATES   | None        | \$0.00       |
| 4264 | WeWork Companies U.S. LLC | Consulting Agreement   | NaTakallam LLC                                 | 2 Columbus Ave, Apt 24 A, New York, NY 10023, UNITED STATES   | None        | \$0.00       |
| 4322 | We Work Management LLC    | Consulting Agreement   | NaTakallam LLC                                 | 2 Columbus Ave, Apt 24 A, New York, NY 10023, UNITED STATES   | None        | \$0.00       |
| 4344 | WW BuildCo LLC            | Consulting Agreement   | Neircle Tech Private Limited                   | Unit 2, Office No. 3, 4th Floor, Building no. IT7, Qubix SZ, Blue Ridge, Hinjewadi Phase 1, Pune, INDIA             | None        | \$36,437.20  |
| 4345 | We Work Management LLC    | Master Service Agreement   | NCS Moving Services                            | 1517 63rd St, Emeryville, CA 94608, UNITED STATES   | None        | \$0.00       |
| 4346 | 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  |
| 4347 | We Work Management LLC    | Order Form   | Negotiatus Corp.                               | 260 W. 39th Street, Floor 15, New York, NY 10018, UNITED STATES   | None        | \$0.00       |
| 4348 | 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  |
| 4349 | We Work Management LLC    | Master Service Agreement   | NetDocuments Software, Inc.                    | 2500 West Executive Parkway, Suite 350, Lehi, UT 84043, UNITED STATES   | None        | \$0.00       |
| 4344 | 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  |
| 4354 | 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       |
| 4364 | WW BuildCo LLC            | Services Order   | New York Security Solutions, Inc               | 162-38 Pidgeon Meadow Road, Flushing, NY 11358, UNITED STATES   | None        | \$0.00       |
| 4423 | 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       |
| 4434 | 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       |
| 4394 | We Work Management LLC    | Consulting Agreement   | Nfinity Global Inc.                            | 3312 Rosedale St, Ste 202C, Gig Harbor, WA 98335, UNITED STATES   | None        | \$198,366.00 |
| 4443 | We Work Management LLC    | <a href="#">Statement of Work #2 Lease Administration Services</a> | NTTrust Holdings LLC                           | 7020 Citrine Bluff Way, Las Vegas, NV 89148   | New term    | \$95,975.00  |
| 4404 | 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       |
| 4414 | We Work Management LLC    | Software Lease/License Agreement                                   | OfficeRND                                      | 84 ECCLESTON SQUARE, London, UNITED KINGDOM   | None        | \$2,277.00   |
| 4424 | We Work Management LLC    | Subscription Agreement   | OKTA, Inc                                      | Attn: Rick Delgado, 100 1st Street, San Francisco, CA 94105, UNITED STATES  | None        | \$0.00       |
| 4434 | We Work Management LLC    | License Agreement  | One Clipboard, Inc. (DBA Splash)               | 233 BROADWAY, 28TH FLOOR, NEW YORK, NY 10279, UNITED STATES   | None        | \$0.00       |
| 4445 | 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       |
| 4454 | We Work Management LLC    | Services Agreement   | One Clipboard, Inc. (DBA Splash)               | 122 W 26th St, New York, NY 10001, UNITED STATES  | None        | \$0.00       |
| 4524 | We Work Management LLC    | Renewal Order Form Q-376620  | OneTrust LLC                                   | 1200 Abernathy Rd, NE Bldg 600, Atlanta, GA 30328   | None        | \$0.00       |
| 4475 | We Work Management LLC    | Renewal Order Form Q-379136  | OneTrust LLC                                   | 1200 Abernathy Rd, NE Bldg 600, Atlanta, GA 30328   | None        | \$0.00       |
| 4485 | We Work Management LLC    | Services Agreement   | Oomnitza Inc.                                  | ATTN: Amanda Gropetti, 548 Market St, Suite 18912, San Francisco, CA 94104-5401, UNITED STATES                      | None        | \$0.00       |
| 4495 | 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       |
| 4504 | WW BuildCo LLC            | Master Service Agreement   | Operational Technology Integrators             | 1200 Concord Avenue, Suite 255, Concord, CA 94520, UNITED STATES  | None        | \$8,718.58   |
| 4514 | We Work Management LLC    | Ordering Document  | Oracle America, Inc.                           | 500 Oracle Parkway, Redwood Shores, CA 94065  | None        | \$11,197.56  |
| 4524 | 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       |
| 4534 | We Work Management LLC    | Purchase and Sale Agreement  | Orasi Software, inc.                           | 114 Townpark Drive, Suite 400, Kennesaw, GA 30144, UNITED STATES  | None        | \$0.00       |
| 4546 | We Work Management LLC    | Software Lease/License Agreement                                   | PackageX, Inc.                                 | 500 7th Avenue, New York, NY 10018, UNITED STATES   | None        | \$114,912.29 |
| 4554 | We Work Management LLC    | Data Processing Agreement  | PagerDuty, Inc                                 | 600 Townsend St, #200, San Francisco, CA 94103, UNITED STATES   | None        | \$0.00       |
| 4623 | We Work Management LLC    | Master Subscription Agreement                                      | Palantir Technologies Inc.                     | 1555 Blake Street, Suite 250, Denver, Colorado 80202  | None        | \$0.00       |
| 4574 | 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       |
| #    | Debtor Legal Entity       | Assumption Counterparty  | Counterparty Address                           | Amendments to Contract  | Cure Amount |              |
| 4584 | 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       |
| 4594 | WeWork Inc.               | Master Service Agreement   | Poppulo Inc                                    | 1601 Trapelo Road, Waltham, MA 02451, UNITED STATES   | None        | \$0.00       |

|      |                            |                             |                                   |   |      |        |
|------|----------------------------|-----------------------------|-----------------------------------|---|------|--------|
| 2464 | We Work Management LLC     | Master Service Agreement    | Poppulo Inc                       | 1601 Trapelo Road, Waltham, MA 02451, UNITED STATES                           | None | \$0.00 |
| 2465 | We Work Management LLC     | Purchase and Sale Agreement | Poppulo Inc                       | 1601 Trapelo Road, Waltham, MA 02451, UNITED STATES                           | None | \$0.00 |
| 2466 | 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 |
| 2467 | We Work Management LLC     | Services Agreement          | Practising Law Institute          | 1177 Avenue of the Americas, New York, NY 10036, UNITED STATES                | None | \$0.00 |
| 2468 | We Work Management LLC     | Subscription Agreement      | Precision Computer Services, Inc. | 175 Constitution Blvd. S, Shelton, CT 06464, UNITED STATES                    | None | \$0.00 |

| <u>#</u>   | <u>Debtor Legal Entity</u>                                      | <u>Assumption Counterparty</u>                                    | <u>Counterparty Address</u>                             | <u>Amendments to Contract</u>  | <u>Curc Amount</u>   |              |
|------------|---|---|---|--|--|--------------|
| 2651<br>1  | We Work Management LLC  | Master Service Agreement  | Precision Computer Services, Inc.                       | 175 Constitution Blvd. S, Shelton, CT 06464, UNITED STATES   | None   | \$0.00       |
| 4726<br>2  | 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 |
| 2647<br>3  | 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       |
| 2684<br>4  | We Work Management LLC  | Software Lease/License Agreement                                  | Procure Technologies, Inc.                              | 6309 Carpinteria Avenue, Carpinteria, CA 93013, UNITED STATES  | None   | \$0.00       |
| 2691<br>5  | We Work Management LLC  | Purchase and Sale Agreement                                       | Procure Technologies, Inc.                              | 6309 Carpinteria Avenue, Carpinteria, CA 93013, UNITED STATES  | None   | \$0.00       |
| 2179<br>6  | 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       |
| 477<br>7   | We Work Management LLC  | <u>Master Goods and Services Agreement</u>                        | Ranclio Group North America Inc.                        | 11130 Katherine's Crossing, Suite 800 Woodridge, IL 60517, UNITED STATES   | N/A  | \$17,060.00  |
| 2174<br>8  | We Work Management LLC  | Master Service Agreement  | Rauch-Milliken International, Inc.                      | ATTN: Van A. Meadow Jr, Director of Operations, 4400 Trenton St #A, Metairie, LA 70006, UNITED STATES                              | None   | \$8,443.50   |
| 471<br>9   | <u>1201 WILSON BLVD</u><br><u>TENANT LLC</u>                    | <u>Telecom Contract (1201 Wilson Blvd)</u>                        | RCN Corporation   | 650 College Rd E Ste 3100, Princeton, NJ 08540 United States   | None   | \$391.00     |
| 480<br>10  | <u>154 W 14TH STREET</u><br><u>TENANT LLC</u>                   | <u>Telecom Contract (154 W 14th)</u>                              | RCN Corporation   | 650 College Rd E Ste 3100, Princeton, NJ 08540 United States   | None   | \$231.00     |
| 481<br>11  | <u>460 PARK AVE SOUTH</u><br><u>TENANT LLC</u>                  | <u>Telecom Contract (450/460 Park Avenue South)</u>               | RCN Corporation   | 650 College Rd E Ste 3100, Princeton, NJ 08540 United States   | None   | \$328.00     |
| 482<br>12  | <u>1333 NEW HAMPSHIRE AVENUE NORTHWEST</u><br><u>TENANT LLC</u> | <u>Telecom Contract (1333 New Hampshire Ave NW)</u>               | RCN Corporation   | 650 College Rd E Ste 3100, Princeton, NJ 08540 United States   | None   | \$252.67     |
| 483<br>13  | <u>448 NORTH LASALLE STREET</u><br><u>TENANT LLC</u>            | <u>Telecom Contract (448 N La Salle Dr)</u>                       | RCN Corporation   | 650 College Rd E Ste 3100, Princeton, NJ 08540 United States   | None   | \$321.00     |
| 484<br>14  | WeWork Companies U.S. LLC                                       | <u>Guaranty Fee Agreement</u>                                     | Red Snapp Co-Work Space Management (Shanghai) Co., Ltd. | Red Snapper Co-Work Space Management (Shanghai) Co., Ltd., 1st Floor, Building 10, No. 696 Weihai Road, Jing'an District, Shanghai | Waive guarantee fees that have accrued from November 6, 2023 to May 24, 2024 | \$0.00       |
| 2234<br>15 | WeWork Canada GP ULC  | Services Agreement  | Redpath Relocations Inc                                 | #101, 7 Burbridge St, Coquitlam, BC V3K7B2, CANADA   | None   | \$21,530.96  |
| 2234<br>16 | We Work Management LLC  | Data Processing Agreement   | Relx Inc (Dba Lexisnexis)                               | 1801 Varsity Drive, Raleigh, NC 27606, UNITED STATES   | None   | \$0.00       |
| 2487<br>17 | We Work Management LLC  | Pricing Agreement   | Relx Inc (Dba Lexisnexis)                               | 1801 Varsity Drive, Raleigh, NC 27606, UNITED STATES   | None   | \$0.00       |
| 2254<br>18 | We Work Management LLC  | <u>Service - WeWork Barista Bar Agreement, Staffing Agreement</u> | Restaurant Associates, Inc. LLC                         | Attn: Dick Cattani, CEO Premier Catering Division, 132 West 31st Street, 6th Floor, New York, NY 10001, UNITED STATES              | None   | \$6,965.47   |
| 2264<br>19 | WW BuildCo LLC  | Consulting Agreement  | Rizzo Group   | 1333 Broadway, Suite 500, New York, NY 10018, UNITED STATES  | None   | \$0.00       |
| 2274<br>20 | We Work Management LLC  | Staffing Agreement  | Robert Half Management Resources                        | 125 Park Avenue, 4th Floor, New York, NY 10017, UNITED STATES  | None   | \$0.00       |
| 2284<br>21 | We Work Management LLC  | Services Agreement  | Rollbar, Inc.   | 665 3rd Street, #150, San Francisco, CA 94107, UNITED STATES   | None   | \$0.00       |
| 4924<br>22 | We Work Management LLC  | Staffing Agreement  | ROUTERATI INC.  | 500 7th Ave, 8th Floor, New York, NY 10018, UNITED STATES  | None   | \$0.00       |
| 2944<br>23 | We Work Management LLC  | Consulting Agreement  | RSM US LLP  | One South Wacker Drive, Suite 800, Chicago, IL 60606, UNITED STATES  | None   | \$0.00       |
| 2244<br>24 | 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  |
| 2244<br>25 | We Work Management LLC  | Chrome Ordering Document  | Sada Systems, Inc.                                      | 5250 Lankershim Blvd., Suite 620, North Hollywood, CA 91601, UNITED STATES   | None   | \$0.00       |
| 2244<br>26 | 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       |
| 2244<br>27 | We Work Management LLC  | Master Service Agreement  | SADA Systems, Inc.                                      | 5250 Lankershim Blvd., Suite 620, North Hollywood, CA 91601, UNITED STATES   | None   | \$0.00       |
| 2498<br>28 | 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       |
| 2864<br>29 | 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       |
| 2675<br>30 | 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       |
| 2685<br>31 | 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       |
| 5028<br>32 | 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       |
| 2950<br>33 | 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       |
| 2945<br>34 | 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       |
| 2935<br>35 | 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       |
| 2935<br>36 | 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       |
| 2945<br>37 | We Work Management LLC  | Subscription Agreement  | Segment.io, Inc.  | 101 15th Street, San Francisco, CA 94103, UNITED STATES  | None   | \$0.00       |

|       |                            |                             |   |   |      |             |
|-------|----------------------------|-----------------------------|---|---|------|-------------|
| 29513 | WeWork Services LLC        | Referral Agreement          | SendGrid, Inc   | ATTN: Jennifer Liroja, 1801 California Street, Suite 500, Denver, CO 80202, UNITED STATES | None | \$0.00      |
| 25094 | Common Desk Operations LLC | Services Agreement          | SERVICE FIRST CLEANING LLC                              | 1408 N. Riverfront Blvd, Suite 207, Dallas, TX 75207, UNITED STATES                       | None | \$611.61    |
| 29514 | 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 |
| 29851 | WW BuildCo LLC             | Master Service Agreement    | SHII International Corp                                 | ATTN: Jaci Brennan, 290 Davidson Ave, Somerset, NJ 08873, UNITED STATES                   | None | \$0.00      |
| 51294 | 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      |
| 51304 | We Work Management LLC     | Subscription Agreement      | Simon Data Inc  | 821 Broadway, New York, NY 10003, UNITED STATES   | None | \$0.00      |

| #     | Debtor Legal Entity       | Assumption Counterparty                                 | Counterparty Address                                       | Amendments to Contract   | Cure Amount                              |
|-------|---------------------------|---|--|--|--|
| 40513 | We Work Management LLC    | Software Lease/License Agreement                        | Simon Data Inc   | 821 Broadway, Suite 400, New York, NY 10003, UNITED STATES                           | None \$0.00                              |
| 40514 | 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                         |
| 40515 | We Work Management LLC    | Order Form  | SimpleLegal, Inc.  | 144 S WHISMAN RD, SUITE #F, MOUNTAIN VIEW, CA 94041, UNITED STATES                   | None \$0.00                              |
| 40516 | WeWork Companies U.S. LLC | Engagement Letter                                       | Simpson Thacher & Bartlett LLP                             | 425 Lexington Avenue, New York, NY 10017   | None \$17,537.50                         |
| 40517 | WeWork Companies U.S. LLC | Engagement Letter                                       | Smart & Biggar LP  | 55 Metcalfe Street, Suite 1000, Ottawa ON, K1P 6L5 Canada                            | None \$514.41                            |
| 40518 | 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 |
| 40519 | 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 |
| 40520 | We Work Management LLC    | Software Lease/License Agreement                        | Snowflake Inc.   | P.O. BOX 734951, DALLAS, TX 75373-4951, UNITED STATES                                | None \$49,529.20                         |
| 40521 | We Work Management LLC    | Subscription Agreement                                  | SocialSign.in, Inc   | 248 Route 25A, Suite 24, East Setauket, NY 11733, UNITED STATES                      | None \$357.93                            |
| 52340 | We Work Management LLC    | Master Service Agreement                                | SocialSign.in, Inc   | 248 Route 25A, Suite 24, East Setauket, NY 11733, UNITED STATES                      | None \$0.00                              |
| 44521 | We Work Management LLC    | Assignment and Assumption                               | SoftServe, Inc.  | 12800 University Drive, Suite 410, Fort Myers, FL 33907, UNITED STATES               | None \$199,346.73                        |
| 44522 | We Work Management LLC    | Purchase and Sale Agreement                             | Specialty Lighting Group, LLC                              | 74 PICKERING STREET, PORTLAND, CT 06480, UNITED STATES                               | None \$0.00                              |
| 44523 | 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                              |
| 44524 | 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                              |
| 44525 | 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                              |
| 44526 | WeWork Companies U.S. LLC | Staffing Agreement                                      | Staffed Inc.   | 379 West Broadway, 4th Floor, New York, NY 10012, UNITED STATES                      | None \$0.00                              |
| 53120 | We Work Management LLC    | Master Goods and Services Framework Agreement           | Staples, Inc. (DBA Staples Contract & Commercial LLC)      | 500 Staples Drive, Farmingham, MA 01702, UNITED STATES                               | None N/A \$0.00                          |
| 53121 | We Work Management LLC    | Master Service Agreement LOCAL G&S AGREEMENT (CANADA)   | Staples, Inc. (DBA Staples Contract & Commercial LLC)      | 500 Staples Drive, Farmingham, MA 01702, UNITED STATES                               | None N/A \$0.00                          |
| 53122 | We Work Management LLC    | Product and Service Agreement LOCAL G&S AGREEMENT (USA) | Staples, Inc. (DBA Staples Contract & Commercial LLC)      | 500 Staples Drive, Farmingham, MA 01702, UNITED STATES                               | None N/A \$0.00                          |
| 533   | We Work Management LLC    | Staples Advantage Proprietary Products Agreement        | Staples Contract & Commercial LLC                          | 500 Staples Drive, Farmingham, MA 01702, UNITED STATES                               | N/A \$0.00                               |
| 53202 | We Work Management LLC    | Services Agreement                                      | Stormloop Technologies LLC                                 | 507 Green Hill, Berwyn, PA 19312, UNITED STATES                                      | None \$0.00                              |
| 53211 | We Work Management LLC    | Services Agreement                                      | Stripe Payments Australia Pty Ltd.                         | Level 7, 222 Exhibition Street, Melbourne, VIC, AUSTRALIA                            | None \$0.00                              |
| 53220 | We Work Management LLC    | Services Agreement                                      | Stripe Payments Canada Ltd.                                | 1200 Waterfront Centre, 200 Burrard Street, Vancouver, BC V6Z 1T2, CANADA            | None \$0.00                              |
| 53221 | We Work Management LLC    | Services Agreement                                      | Stripe Payments Singapore Pte. Ltd.                        | 8 Marina Boulevard, Singapore, SINGAPORE   | None \$0.00                              |
| 53240 | We Work Management LLC    | Services Agreement                                      | Stripe, Inc.   | 510 Townsend Street, San Francisco, CA 94103, UNITED STATES                          | None \$0.00                              |
| 53250 | We Work Management LLC    | Consulting Agreement                                    | Studio Rodrigo LLC   | 573 Sackett Street, Brooklyn, NY 11217, UNITED STATES                                | None \$0.00                              |
| 44526 | 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                              |
| 44527 | 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                              |
| 44528 | 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                              |
| 54329 | WW BuildCo LLC            | Consulting Agreement                                    | Syska Hennessy Group Inc                                   | 1515 Broadway, New York, NY 10036, UNITED STATES                                     | None \$0.00                              |
| 44053 | TBD (Common Desk)         | Unexpired Lease   | TBD  | TBD  | None \$0.00                              |
| 44154 | WeWork Companies U.S. LLC | Consulting Agreement                                    | Tavora Business Solutions, Inc.                            | One Spectrum Pointe Drive, Suite 200, Lake Forest, CA 92630, UNITED STATES           | None \$24,174.64                         |
| 44255 | We Work Management LLC    | Consulting Agreement                                    | Tavora Business Solutions, Inc.                            | One Spectrum Pointe Drive, Suite 200, Lake Forest, CA 92630, UNITED STATES           | None \$0.00                              |
| 44356 | 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                              |
| 44357 | WeWork Canada GP ULC      | Insurance Policies                                      | The Equitable Life Insurance Company of Canada             | One Westmount Road North, P.O. Box 1603, Stn. Waterloo, ON N2J 4C7, CANADA           | None \$0.00                              |
| 44358 | 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                              |
| 44659 | We Work Management LLC    | Services Agreement                                      | The Printing House Limited                                 | 1403 Bathurst Street, Toronto, ON M5R 3H8, CANADA                                    | None \$39.07                             |

|                                  |                        |                                  |   |   |      |             |
|----------------------------------|------------------------|----------------------------------|---|---|------|-------------|
| <del>33855</del><br><del>1</del> | 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      |
| <del>33855</del><br><del>2</del> | 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      |
| <del>55340</del>                 | 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      |
| <del>55440</del>                 | 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  |
| <del>44255</del><br><del>5</del> | 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 |
| <del>44255</del><br><del>6</del> | 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      |

| #   | Debtor Legal Entity                           | Assumption Counterparty                               | Counterparty Address              | Amendments to Contract  | Cure Amount                                     |
|-----|---|---|-----------------------------------|---|---|
| 557 | We Work Management LLC                        | Services Agreement                                    | TripActions Inc (DBA Nayan)       | 490 Sherman Ave, Palo Alto, CA 94306, UNITED STATES   | None  |
| 558 | We Work Management LLC                        | Purchase and Sale Agreement                           | Tripleseat Software LLC           | 300 Baker Ave, Concord, MA 01120, UNITED STATES   | None  |
| 559 | We Work Management LLC                        | Software Lease/License Agreement                      | Tripleseat Software LLC           | 300 Baker Ave, Concord, MA 01120, UNITED STATES   | None  |
| 560 | WW BuildCo LLC                                | Construction Agreement                                | Turner Construction Company       | 875 Hudson Street, New York, NY 10014, UNITED STATES  | None  |
| 561 | We Work Management LLC                        | Order Form (Sendgrid)                                 | Twilio Inc.                       | 101 Spear Street, 1st Floor, San Francisco, CA, 94105   | None  |
| 562 | We Work Management LLC                        | Order Form (Segment)                                  | Twilio Inc.                       | 101 Spear Street, 1st Floor, San Francisco, CA, 94105   | None  |
| 563 | We Work Management LLC                        | Software Lease/License Agreement                      | UiPath, Inc                       | 90th Park Ave, 20th Floor, New York, NY 10016, UNITED STATES                                    | None  |
| 564 | We Work Management LLC                        | Master Service Agreement and Outstanding Orders       | Unbanel Inc                       | 345 California Street, Suite 600 & 700, San Francisco, CA 94104, UNITED STATES                  | None  |
| 565 | We Work Management LLC                        | Software Lease/License Agreement                      | Unbanel Inc                       | 399 Fremont Street, San Francisco, CA 94105, UNITED STATES                                      | None  |
| 566 | We Work Management LLC                        | Contractor Janitorial Services Agreement              | Unity Building Services, Inc.     | 379 Fifth Avenue, 2nd Floor, New York, NY 10016, UNITED STATES                                  | None New term and updated pricing and locations |
| 567 | We Work Management LLC                        | Services Agreement                                    | Universal Smart Cards Inc         | 4445 Eastgate Mall, Suite 200, San Diego, CA 92121, UNITED STATES                               | None  |
| 568 | We Work Management LLC                        | Leave Administration Agreement                        | Unum Group                        | Attn: Absence Management Center, 1 Fountain Square, Chattanooga, Tennessee 37402, United States | None  |
| 569 | We Work Management LLC                        | Data Processing Agreement                             | Upflex, Inc.                      | 833 Broadway, 2nd Floor, New York, NY 10003, UNITED STATES                                      | None  |
| 570 | We Work Management LLC                        | Services Agreement                                    | Upflex, Inc.                      | 833 Broadway, 2nd Floor, New York, NY 10003, UNITED STATES                                      | None  |
| 571 | We Work Management LLC                        | Subscription Agreement                                | Urban Airship, Inc (DBA Airship)  | 1225 West burnside St., Suit 401, Portland, OR 97209, UNITED STATES                             | None  |
| 572 | WeWork Canada GP ULC                          | Construction Agreement                                | Urban Outline Building Group Ltd. | 2 Bloor Street East, Suite 3500, Toronto, ON M4W 1A8, CANADA                                    | None  |
| 573 | We Work Management LLC                        | Software Lease/License Agreement                      | Valimail, Inc.                    | 1942 Broadway, Ste 314C, Boulder, CO 80302, UNITED STATES                                       | None  |
| 574 | We Work Management LLC                        | Subscription Agreement                                | VANTA INC                         | 369 Hayes St., San Francisco, CA 94102, UNITED STATES   | None  |
| 575 | We Work Management LLC                        | Network Transfer Agreement                            | VaynerMedia, LLC                  | 10 HUDSON YARDS, 25TH FLOOR, NEW YORK, NY 10001, UNITED STATES                                  | None  |
| 576 | WeWork Companies U.S. LLC                     | Consulting Agreement                                  | VaynerMedia, LLC                  | 10 HUDSON YARDS, 25TH FLOOR, NEW YORK, NY 10001, UNITED STATES                                  | None  |
| 577 | We Work Management LLC                        | Consulting Agreement                                  | VaynerMedia, LLC                  | 10 HUDSON YARDS, 25TH FLOOR, NEW YORK, NY 10001, UNITED STATES                                  | None  |
| 578 | 1175 PEACHTREE TENANT LLC                     | Telecom Contract (1175 Peachtree St NE)               | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None  |
| 579 | 3280 PEACHTREE ROAD NE TENANT LLC             | Telecom Contract (3280 Peachtree Rd NE)               | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None  |
| 580 | WW 600 CONGRESS LLC                           | Telecom Contract (600 Congress Ave)                   | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None  |
| 581 | 3300 N INTERSTATE 35 TENANT LLC               | Telecom Contract (3300 N Interstate 35)               | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None  |
| 582 | 11801 DOMAIN BLVD TENANT LLC                  | Telecom Contract (11801 Domain Blvd)                  | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None  |
| 583 | WW 240 BEDFORD LLC                            | Telecom Contract (240 Bedford Avenue)                 | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None  |
| 584 | 195 MONTAGUE STREET TENANT LLC                | Telecom Contract (195 Montague Street)                | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None  |
| 585 | 625 MASSACHUSETTS TENANT LLC                  | Telecom Contract (625 Massachusetts Ave)              | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None  |
| 586 | 1 BEACON STREET TENANT LLC                    | Telecom Contract (1 Beacon Street)                    | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None  |
| 587 | 33 ARCH STREET TENANT LLC                     | Telecom Contract (33 Arch St)                         | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None  |
| 588 | 501 BOYLSTON STREET TENANT LLC                | Telecom Contract (501 Boylston Street)                | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None  |
| 589 | 77 SLEEPER STREET TENANT LLC                  | Telecom Contract (77 Sleeper St)                      | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None  |
| 590 | 711 ATLANTIC AVE TENANT LLC                   | Telecom Contract (711 Atlantic Ave)                   | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None  |
| 591 | 700 K STREET NW TENANT LLC                    | Telecom Contract (700 K Street Northwest)             | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None  |
| 592 | 1775 TYSONS BOULEVARD TENANT LLC              | Telecom Contract (1775 Tysons Blvd)                   | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None  |
| 593 | 80 M STREET SE TENANT LLC                     | Telecom Contract (80 M St SE)                         | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None  |
| 594 | 1701 RHODE ISLAND AVENUE-NORTHWEST TENANT LLC | Telecom Contract (1701 Rhode Island Avenue Northwest) | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None  |
| 595 | 200 MASSACHUSETTS AVE NW TENANT LLC           | Telecom Contract (200 Massachusetts Avenue Northwest) | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None  |
| 596 | 1200 17TH STREET TENANT LLC                   | Telecom Contract (1200 17th Street)                   | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None  |
| 597 | 2700 POST OAK BLVD TENANT LLC                 | Telecom Contract (2700 Post Oak Blvd)                 | Verizon Communications Inc.       | 1095 Avenue of the Americas, New York, NY 10036 United States                                   | None  |

|      |                                      |   |  |   |  |             |
|------|--------------------------------------|---|--|---|--|-------------|
| 598  | 1828 WALNUT ST TENANT LLC            | Telecom Contract (1828 Walnut St)                 | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$717.19    |
| 599  | WW 520 BROADWAY LLC                  | Telecom Contract (520 Broadway)                   | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$416.80    |
| #    | <u>Debtor</u><br><u>Legal Entity</u> | <u>Assumption Counterparty</u>                    | <u>Counterparty Address</u>                                  | <u>Amendments to Contract</u>   | <u>Cure Amount</u>   |             |
| 600  | WW 312 ARIZONA LLC                   | Telecom Contract (312 Arizona Ave)                | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$1,004.14  |
| 601  | 177 E COLORADO BLVD. TENANT LLC      | Telecom Contract (177 E. Colorado Blvd.)          | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$674.84    |
| 602  | 8687 MELROSE AVENUE TENANT LLC       | Telecom Contract (750 N San Vicente Blvd)         | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$851.35    |
| 603  | 78 SW 7TH STREET TENANT LLC          | Telecom Contract (78 SW 7th st)                   | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$0.00      |
| 604  | WW 222 BROADWAY LLC                  | Telecom Contract (222 Broadway)                   | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$377.80    |
| 605  | 148 LAFAYETTE STREET TENANT LLC      | Telecom Contract (148 Lafayette St)               | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$638.00    |
| 606  | 160 VARICK STREET TENANT LLC         | Telecom Contract (160 Varick Street)              | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$627.48    |
| 607  | WW 379 W BROADWAY LLC                | Telecom Contract (379 West Broadway)              | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$514.58    |
| 608  | WW 79 MADISON LLC                    | Telecom Contract (27 E 28th St/WeWork 79 Madison) | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$514.58    |
| 609  | WW 5 W 125TH STREET LLC              | Telecom Contract (5 W 125th Street)               | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$670.07    |
| 610  | 33 IRVING TENANT LLC                 | Telecom Contract (33 Irving Pl)                   | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$1,063.26  |
| 611  | 154 W 14TH STREET TENANT LLC         | Telecom Contract (154 W 14th)                     | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$548.42    |
| 612  | 130 W 42ND STREET TENANT LLC         | Telecom Contract (130 W 42nd St)                  | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$1,387.13  |
| 613  | 575 5TH AVENUE TENANT LLC            | Telecom Contract (575 5th Ave)                    | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$514.58    |
| 614  | 53 BEACH STREET TENANT LLC           | Telecom Contract (53 Beach St)                    | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$789.70    |
| 615  | 11 PARK PL. TENANT LLC               | Telecom Contract (11 Park Pl)                     | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$666.60    |
| 616  | 115 BROADWAY TENANT LLC              | Telecom Contract (115 Broadway)                   | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$857.07    |
| 617  | 135 MADISON AVE TENANT LLC           | Telecom Contract (135 Madison Ave)                | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$514.58    |
| 618  | 71 5TH AVENUE TENANT LLC             | Telecom Contract (71 5th Avenue)                  | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$475.69    |
| 619  | WW 1010 HANCOCK LLC                  | Telecom Contract (1010 N Hancock St)              | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$627.49    |
| 620  | 1900 MARKET STREET TENANT LLC        | Telecom Contract (1900 Market St)                 | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$377.80    |
| 621  | WW 2015 SHATTUCK LLC                 | Telecom Contract (2120 University Ave)            | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$717.18    |
| 622  | WW 535 MISSION LLC                   | Telecom Contract (535 Mission St)                 | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$573.95    |
| 623  | 2 EMBARCADERO CENTER TENANT LLC      | Telecom Contract (2 Embarcadero Center)           | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$416.80    |
| 624  | 650 CALIFORNIA STREET TENANT LLC     | Telecom Contract (650 California Street)          | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$1,635.39  |
| 625  | 44 MONTGOMERY STREET TENANT LLC      | Telecom Contract (44 Montgomery St)               | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$896.06    |
| 626  | WW 115 W 18TH STREET LLC             | Telecom Contract (115 W 18th St)                  | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$2,435.53  |
| 627  | WW 115 W 18TH STREET LLC             | Telecom Contract (115 W 18th St)                  | Verizon Communications Inc.                                  | 1095 Avenue of the Americas, New York, NY 10036 United States   | None   | \$13.74     |
| 6342 | WeWork Companies U.S. LLC            | Data Protection Agreement                         | Vertis.ai Inc  | 18911 CYRIL PL, SARATOGA, CA 95070-3503, UNITED STATES  | None   | \$0.00      |
| 6352 | We Work Management LLC               | License Agreement                                 | Vertis.ai Inc  | 18911 CYRIL PL, SARATOGA, CA 95070-3503, UNITED STATES  | None   | \$0.00      |
| 6364 | We Work Management LLC               | Data Protection Agreement                         | Vertis.ai Inc  | 18911 CYRIL PL, SARATOGA, CA 95070-3503, UNITED STATES  | None   | \$0.00      |
| 6367 | We Work Management LLC               | Subscription Agreement                            | VIRTRU CORPORATION   | 1808 Florida Avenue N.W., Washington, DC 20009, UNITED STATES   | None   | \$0.00      |
| 6368 | We Work Management LLC               | Software Lease/License Agreement                  | VIRTRU CORPORATION   | 1801 Pennsylvania Ave NW, 5th Floor, Washington, DC 20006, UNITED STATES  | None   | \$0.00      |
| 6369 | WeWork Companies U.S. LLC            | Consulting Agreement                              | VoconDesign Inc.   | 3142 Prospect Avenue E., Cleveland, OH 44115, UNITED STATES   | None   | \$0.00      |
| 6370 | WW BuildCo LLC                       | Consulting Agreement                              | VoconDesign Inc.   | 3142 Prospect Avenue E., Cleveland, OH 44115, UNITED STATES   | None   | \$0.00      |
| 6371 | WW BuildCo LLC                       | Services Agreement                                | Wachter Inc  | 16001 W 99th St, Lenexa, KS 66219, UNITED STATES  | None   | \$11,081.10 |
| 6372 | 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      |
| 6373 | WeWork Companies U.S. LLC            | Guaranty Fee Agreement                            | WeWork Huangpu Co-Work Space Management (Shanghai) Co., Ltd. | WeWork Huangpu Co-Work Space Management (Shanghai) Co., Ltd., Room 138, 18th Floor, Building 3, No. 2, Lane 838, South Huangpu Road, Huangpu District, Shanghai | Waive guarantee fees that have accrued from November 6, 2023 to May 24, 2024 | \$0.00      |
| 6373 | 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      |
| 6374 | WW BuildCo LLC                       | Consulting Agreement                              | Wise One Solutions LLC                                       | 1020 Bonner Bussells Drive, Southport, NC 28561, UNITED STATES  | None   | \$2,458.78  |
| 6375 | 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      |

|                           |                           |                      |               |  |      |        |
|---------------------------|---------------------------|----------------------|---------------|--|------|--------|
| <a href="#">#64</a>       | WeWork Companies U.S. LLC | Consulting Agreement | Wizeline, Inc | 201 Mission St, Suite 1200, San Francisco, CA 94105, UNITED STATES | None | \$0.00 |
| <a href="#">#764</a><br>2 | We Work Management LLC    | Consulting Agreement | Wizeline, Inc | 201 Mission St, Suite 1200, San Francisco, CA 94105, UNITED STATES | None | \$0.00 |

| #     | <u>Debtor</u><br><u>Legal Entity</u> | <u>Assumption Counterparty</u>      | <u>Counterparty Address</u> | <u>Amendments to Contract</u>                                      | <u>Cure</u><br><u>Amount</u>    |                |
|-------|--------------------------------------|-------------------------------------|-----------------------------|--|---------------------------------|----------------|
| 64328 | We Work Management LLC               | Assignment and Assumption Agreement | Wizeline, Inc               | 201 Mission St, Suite 1200, San Francisco, CA 94105, UNITED STATES | None                            | \$0.00         |
| 24069 | 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         |
| 24068 | We Work Management LLC               | Subscription Agreement              | Workday, Inc.               | 6110 Stoneridge Mall Road, Pleasanton, CA 94588, UNITED STATES     | Revised scope and payment terms | \$0.00         |
| 24169 | 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         |
| 24269 | We Work Management LLC               | Services Agreement                  | Workday, Inc.               | 6230 Stoneridge Mall Road, Pleasanton, CA 94588, UNITED STATES     | Revised scope and payment terms | \$0.00         |
| 2648  | We Work Management LLC               | Services Agreement                  | Workiva, Inc.               | 2900 University Boulevard, Ames, IA 50010, UNITED STATES           | Revised scope                   | \$0.00         |
| 26649 | We Work Management LLC               | Employee Benefit Agreement          | Workplace Options LLC       | 2912 Highwoods Blvd, Suite 100, Raleigh, NC 27604, UNITED STATES   | None                            | \$0.00         |
| 24650 | We Work Management LLC               | Assignment and Assumption Agreement | Yardi Systems, Inc          | 430 S. Fairview Ave, Santa Barbara, CA 93117, UNITED STATES        | None                            | \$1,065,882.17 |
| 24651 | 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                         | Assumption Counterparty   | Counterparty Address   | Amendments to Contract | Cure Amount |
|------------|---|---|--|------------------------|-------------|
| 28362<br>2 | WeWork Companies U.S. LLC                   | Joint Venture Agreement   | Yardi Systems, Inc.<br>Attn: Arnold Brier, General Counsel, 430 S. Fairview Ave., Santa Barbara, CA 93117, UNITED STATES | None                   | \$0.00      |
| 65388      | We Work Management LLC                      | Operating Agreement   | Yardi Systems, Inc.<br>430 S. Fairview Ave., Santa Barbara, CA 93117, UNITED STATES                                      | None                   | \$0.00      |
| 34963<br># | WeWork Companies U.S. LLC                   | Subscription Agreement  | Text Inc<br>1 Madison Avenue, 5th Floor, New York, NY 10010, UNITED STATES   | None                   | \$0.00      |
| 39965<br># | We Work Management LLC                      | Subscription Agreement  | Text Inc<br>61 9th Avenue, New York, NY 10011, UNITED STATES   | None                   | \$0.00      |
| 656        | 3365 PIEDMONT ROAD<br>TENANT LLC            | Telecom Contract (3340 Peachtree Rd, NE)                            | Zayo Group, LLC<br>1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | None                   | \$305.49    |
| 657        | 1175 PEACHTREE TENANT<br>LLC                | Telecom Contract (1175 Peachtree St, NE)                            | Zayo Group, LLC<br>1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | None                   | \$309.23    |
| 658        | 756 W PEACHTREE TENANT<br>LLC               | Telecom Contract (756 W Peachtree St, NW)                           | Zayo Group, LLC<br>1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | None                   | \$357.03    |
| 659        | 221 6TH STREET TENANT LLC                   | Telecom Contract (221 W 6th St)                                     | Zayo Group, LLC<br>1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | None                   | \$327.98    |
| 660        | 2755 CANYON BLVD WW<br>TENANT LLC           | Telecom Contract (2755 Canyon Blvd)                                 | Zayo Group, LLC<br>1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | None                   | \$327.98    |
| 661        | 515 N STATE STREET TENANT<br>LLC            | Telecom Contract (515 N State St)                                   | Zayo Group, LLC<br>1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | None                   | \$327.98    |
| 662        | 330 NORTH WABASH TENANT<br>LLC              | Telecom Contract (330 N Wabash Ave)                                 | Zayo Group, LLC<br>1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | None                   | \$340.13    |
| 663        | 222 S RIVERSIDE PLAZA<br>TENANT LLC         | Telecom Contract (222 S Riverside Plaza)                            | Zayo Group, LLC<br>1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | None                   | \$355.34    |
| 664        | 1 SOUTH DEARBORN STREET<br>TENANT LLC       | Telecom Contract (1 S Dearborn St)                                  | Zayo Group, LLC<br>1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | None                   | \$314.86    |
| 665        | 30900 OLIVE STREET<br>TENANT LLC            | Telecom Contract (30900 Olive St)                                   | Zayo Group, LLC<br>1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | None                   | \$327.98    |
| 666        | 5215 NORTH O'CONNOR<br>BOULEVARD TENANT LLC | Telecom Contract (5215 N O'Connor Blvd)                             | Zayo Group, LLC<br>1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | None                   | \$327.98    |
| 667        | 700 K STREET NW TENANT<br>LLC               | Telecom Contract (700 K Street Northwest)                           | Zayo Group, LLC<br>1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | None                   | \$374.83    |
| 668        | 1100 15TH STREET NW<br>TENANT LLC           | Telecom Contract (1100 15th St NW)                                  | Zayo Group, LLC<br>1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | None                   | \$308.49    |
| 669        | WW 1550 WEWATTA STREET<br>TENANT LLC        | Telecom Contract (1550 Wewatta St)                                  | Zayo Group, LLC<br>1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | None                   | \$327.98    |
| 670        | 205 NORTH DETROIT STREET<br>TENANT LLC      | Telecom Contract (205 Detroit Street)                               | Zayo Group, LLC<br>1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | None                   | \$468.55    |
| 671        | WEWORK LA LLC                               | Telecom Contract (7083 Hollywood)                                   | Zayo Group, LLC<br>1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | None                   | \$680.82    |
| 672        | WW 312 ARIZONA LLC                          | Telecom Contract (312 Arizona Ave)                                  | Zayo Group, LLC<br>1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | None                   | \$319.92    |
| 673        | 10000 WASHINGTON<br>BOULEVARD TENANT LLC    | Telecom Contract (10000 Washington Boulevard)                       | Zayo Group, LLC<br>1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | None                   | \$327.98    |
| 674        | 222 NORTH SEPULVEDA<br>TENANT LLC           | Telecom Contract (222 Pacific Coast Highway)                        | Zayo Group, LLC<br>1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | None                   | \$316.73    |
| 675        | 695 TOWN CENTER DRIVE<br>TENANT LLC         | Telecom Contract (695 Town Center Dr)                               | Zayo Group, LLC<br>1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | None                   | \$327.98    |
| 676        | 225 SOUTH 6TH ST TENANT<br>LLC              | Telecom Contract (225 South 6th St)                                 | Zayo Group, LLC<br>1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | None                   | \$262.38    |
| 677        | 1330 LAGOON AVENUE<br>TENANT LLC            | Telecom Contract (1330 Lagoon Ave)                                  | Zayo Group, LLC<br>1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | None                   | \$326.99    |
| 678        | WeWork Canada LP ULC                        | Telecom Contract (1275 Avenue des Canadiens-de-Montréal)            | Zayo Group, LLC<br>1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | None                   | \$315.42    |
| 679        | WeWork Canada LP ULC                        | Telecom Contract (1010 Rue Sainte-Catherine W Montreal, QC H3G 1R3) | Zayo Group, LLC<br>1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | None                   | \$335.35    |
| 680        | WW 85 BROAD LLC                             | Telecom Contract (85 Broad St)                                      | Zayo Group, LLC<br>1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | None                   | \$580.24    |
| 681        | 450 LEXINGTON TENANT LLC                    | Telecom Contract (450 Lexington Ave)                                | Zayo Group, LLC<br>1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | None                   | \$262.38    |
| 682        | 1460 BROADWAY TENANT<br>LLC                 | Telecom Contract (1460 Broadway)                                    | Zayo Group, LLC<br>1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | None                   | \$327.98    |
| 683        | 524 BROADWAY TENANT LLC                     | Telecom Contract (524 Broadway)                                     | Zayo Group, LLC<br>1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | None                   | \$327.98    |
| 684        | 142 W 57TH STREET<br>TENANT LLC             | Telecom Contract (146 W 57th St)                                    | Zayo Group, LLC<br>1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | None                   | \$262.38    |
| 685        | 12 EAST 49TH STREET<br>TENANT LLC           | Telecom Contract (12 E 49th St)                                     | Zayo Group, LLC<br>1805 29th Street, Suite 2050, Boulder, CO 80301 United States   | None                   | \$678.44    |

| #                | Debtor<br>Legal Entity                               | Assumption Counterparty   | Counterparty Address          | Amendments to Contract  | Cure<br>Amount                                  |
|------------------|--|---|-------------------------------|---|---|
| 686              | 18 WEST 18TH STREET<br>TENANT LLC                    | Telecom Contract (18 West<br>18th Street)                                       | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$262.38</a>   |
| 687              | 600 B STREET TENANT LLC                              | Telecom Contract (600 B St)   | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$355.34</a>   |
| 688              | WW 107 SPRING STREET<br>LLC                          | Telecom Contract (107 Spring St)  | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$327.98</a>   |
| 689              | 1099 STEWART STREET<br>TENANT LLC                    | Telecom Contract (1099 Stewart St)  | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$308.43</a>   |
| 690              | 1600 7TH AVENUE TENANT<br>LLC                        | Telecom Contract (1600 7th Avenue,<br>Suite #700)                               | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$370.19</a>   |
| 691              | 800 BELLEVUE WAY<br>TENANT LLC                       | Telecom Contract (800 Bellevue<br>Way NE)                                       | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$327.98</a>   |
| 692              | 1201 3RD AVENUE TENANT<br>LLC                        | Telecom Contract (1201 3rd Ave)   | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$255.03</a>   |
| 693              | 3120 139TH AVENUE<br>SOUTHEAST TENANT LLC            | Telecom Contract (3120 139th<br>Avenue Southeast)                               | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$345.98</a>   |
| 694              | WEWORK 156 2ND LLC                                   | Telecom Contract (156 2nd Street)   | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$545.51</a>   |
| 695              | 2EMBARCADERO CENTER<br>TENANT LLC                    | Telecom Contract (2 Embarcadero<br>Center)                                      | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$363.81</a>   |
| 696              | 201 SPEAR ST TENANT LLC                              | Telecom Contract (201 Spear St)   | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$298.21</a>   |
| 697              | 1111 BROADWAY TENANT<br>LLC                          | Telecom Contract (1111 Broadway)  | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$262.38</a>   |
| 698              | 415 MISSION STREET<br>TENANT LLC                     | Telecom Contract (415 Mission Street)   | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$327.98</a>   |
| 699              | 400 CONCAR DRIVE<br>TENANT LLC                       | Telecom Contract (400 Concar Dr)  | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$352.61</a>   |
| 700              | 75 E SANTA CLARA STREET<br>TENANT LLC                | Telecom Contract (75 East Santa<br>Clara St)                                    | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$291.47</a>   |
| 701              | 3101 PARK BOULEVARD<br>TENANT LLC                    | Telecom Contract (3101 Park<br>Boulevard)                                       | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$308.49</a>   |
| 702              | 9200 TIMPANOGOS<br>HIGHWAY TENANT LLC                | Telecom Contract (1633 W Innovation<br>Way)                                     | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$319.92</a>   |
| 703              | 460 WEST 50 NORTH<br>TENANT LLC                      | Telecom Contract (160 West<br>50 North)   | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$319.92</a>   |
| 704              | 400 CAPITOL MALL<br>TENANT LLC                       | Telecom Contract (400 Capitol<br>Mall)  | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$327.98</a>   |
| 705              | WeWork Canada LP ULC                                 | Telecom Contract (240<br>Richmond Street W)                                     | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$309.99</a>   |
| 706              | WeWork Canada LP ULC                                 | Telecom Contract (1 University<br>Ave)  | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$329.59</a>   |
| 707              | WeWork Canada LP ULC                                 | Telecom Contract (100 University<br>Avenue)                                     | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$329.59</a>   |
| 708              | WeWork Canada LP ULC                                 | Telecom Contract (40 King Street<br>West)                                       | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$300.58</a>   |
| 709              | WeWork Canada LP ULC                                 | Telecom Contract (357 Bay St)   | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$309.99</a>   |
| 710              | WeWork Canada LP ULC                                 | Telecom Contract (555 Burrard Street<br>Vancouver BC V7X 1M8)                   | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$326.67</a>   |
| 711              | WeWork Canada LP ULC                                 | Telecom Contract (333 Seymour<br>Street Vancouver BC V6B 5A6)                   | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$326.67</a>   |
| 712              | WeWork Canada LP ULC                                 | Telecom Contract (6060 Silver<br>Drive, Burnaby, BC V5H 0H5)                    | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$353.92</a>   |
| 713              | 1333 NEW HAMPSHIRE<br>AVENUE NORTHWEST<br>TENANT LLC | Telecom Contract (1333 New<br>Hampshire Ave NW)                                 | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$290.50</a>   |
| 714              | 700 2 Street Southwest Tenant<br>LP                  | Telecom Contract (700 2nd Street<br>Southwest)                                  | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$288.05</a>   |
| 715              | WeWork Canada LP ULC                                 | Telecom Contract (455 Rue Saint-<br>Antoine Ouest, Montreal, Quebec<br>H2Z 1J1) | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$527.74</a>   |
| 716              | WeWork Canada LP ULC                                 | Telecom Contract (455 Rue Saint-<br>Antoine Ouest, Montreal, Quebec<br>H2Z 1J1) | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$335.35</a>   |
| 717              | 830 NE HOLLADAY STREET<br>TENANT LLC                 | Telecom Contract (830 NE Holladay<br>Street)                                    | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$308.49</a>   |
| 718              | 200 SOUTH BISCAYNE<br>BLVD TENANT LLC                | Telecom Contract (200 South Biscayne<br>Boulevard)                              | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$327.98</a>   |
| 719              | 1150 SOUTH OLIVE STREET<br>TENANT LLC                | Telecom Contract (1150 South Olive<br>Street)                                   | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$308.49</a>   |
| 720              | 1155 PERIMETER CENTER<br>WEST TENANT LLC             | Telecom Contract (1155 Perimeter<br>Center West)                                | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$308.49</a>   |
| 721              | WW 115 W 18TH STREET<br>LLC                          | Telecom Contract (115 W 18th St)  | Zayo Group, LLC               | 1805 29th Street, Suite 2050, Boulder, CO 80301 United<br>States      | <a href="#">None</a> <a href="#">\$861.76</a>   |
| 723 <sup>2</sup> | We Work Management LLC                               | Software Lease/License Agreement  | Zebrafish Labs Inc.           | 423 Tehama Street, Floor 1, San Francisco, CA 94103,<br>UNITED STATES | <a href="#">None</a> <a href="#">\$481.00</a>   |
| 723 <sup>3</sup> | We Work Management LLC                               | Services Agreement  | Zebrafish Labs Inc.           | 423 Tehama Street, Floor 1, San Francisco, CA 94103,<br>UNITED STATES | <a href="#">None</a> <a href="#">\$0.00</a>     |
| 723 <sup>4</sup> | We Work Management LLC                               | Subscription Agreement  | Zoom Video Communications Inc | 55 Almaden Boulevard, Suite 600, San Jose, CA 95113,<br>UNITED STATES | <a href="#">None</a> <a href="#">\$3,794.59</a> |
| 723 <sup>5</sup> | WeWork Companies U.S. LLC                            | Software Lease/License Agreement  | ZoomInfo Technologies LLC     | 805 Broadway Street, Suite 900, Vancouver, WA<br>98660, UNITED STATES | <a href="#">None</a> <a href="#">\$0.00</a>     |
| 723 <sup>6</sup> | We Work Management LLC                               | Software Lease/License Agreement  | ZoomInfo Technologies LLC     | 805 Broadway Street, Suite 900, Vancouver, WA<br>98660, UNITED STATES | <a href="#">None</a> <a href="#">\$0.00</a>     |

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<br>be Assumed | Assumption Counterparty  | Counterparty Address   | Address of<br>the Leased                               | Debtor                                  | Amendments to  | Cure                           |
|----------|---------------------------|--|--|--|---|--|--------------------------------|
|          |                           |  |  |  |   | Contract<br>Date   | Amount<br><u>Amount2</u>       |
| Location |                           |  |  |  |   |  |                                |
| 1        | Unexpired<br>Lease        | 625 W. Adams, LLC  | 9830 Colonnade<br>Boulevard, Suite 600,<br>San Antonio, TX,<br>78230- 2239   | 625 West Adams Street<br>Floor 19<br>Chicago, IL 60661 | 625 West Adams<br>Street Tenant LLC     | Reduce term, convert to gross lease,<br>add revenue share,   | \$400,000.00 at a later date   |
| 2        | Unexpired<br>Lease        | 1900 McKinney Harwood LLC  | 2001 Ross Avenue, Suite<br>3400, Dallas, TX, 75201   | 1920 McKinney Ave<br>Dallas, TX 75201                  | 1920 McKinney Ave<br>Tenant LLC         | Reduce term, reduce premises, reduce<br>rent, reduce security deposit, add<br>revenue share                | \$184,966.86 at a later date   |
| 3        | Unexpired<br>Lease        | 600 B Street San Diego Owner, LLC  | 1999 Avenue of the<br>Stars, Ste 3425, Los<br>Angeles, CA, 90067   | 600 B St<br>San Diego, CA 92101                        | 600 B Street Tenant<br>LLC              | Reduce premises, reduce rent, <del>reduce</del><br><del>guaranty</del>                                     | \$1,526,726.00 at a later date |
| 4        | Unexpired<br>Lease        | 1450 Broadway, LLC   | 1450 Broadway, 17th<br>Floor, New York, NY,<br>10018   | 1450 Broadway<br>New York, NY<br>10018                 | 1450 Broadway<br>Tenant LLC             | Reduce term, reduce rent, reduce<br>premises, add profit share, amend<br>guaranty, amend guaranty burndown | \$0                            |
| 5        | Unexpired<br>Lease        | 222 Broadway Owner, LLC  | 142 West, 57th Street,<br>New York, NY, 10019  | 222 Broadway<br>New York, NY 10038                     | WW 222 Broadway<br>LLC                  | None   | \$2,117,807                    |
| 6        | Unexpired<br>Lease        | KS SP Nominee Inc., ARI SP Nominee Inc.,<br>KS SP1 <u>Nominee Inc., and ARI SP1 Nominee</u><br><u>Inc.</u> | 1 NYork in Shreetes, <del>the</del><br><del>end 11AR01S Street,</del><br><del>the</del> Suite 1100, Toronto,<br>Ontario, M5J 0B6 | P140 NomKing neStreet<br>West Toronto, ON<br>M5H 3Y2   | WeWork Canada LP<br>ULC                 | None   | \$227,902                      |
| 7        | Unexpired<br>Lease        | DTS Office Holdings, LLC   | 10801 West Charleston<br>Blvd., Suite 300, Las<br>Vegas, NV, 89135   | 10845 Griffith Peak Drive<br>Las Vegas, NV 89135       | 10845 Griffith Peak<br>Drive Tenant LLC | None   | \$206,729                      |
| 8        | Unexpired<br>Lease        | Wynwood DS, LLC  | 310 NW 26th Street, Suite<br>B, Miami, FL, 33127   | 360 NW 27th<br>Street Miami, FL<br>33127               | 360 NW 27th Street<br>Tenant LLC        | None   | \$143,088                      |
| 9        | Unexpired<br>Lease        | Bellevue Place Office, LLC   | Post Office Box 908,<br>Bellevue, WA, 98009  | 800 Bellevue Way NE<br>Bellevue, WA 98004              | 800 Bellevue Way<br>Tenant LLC          | None   | \$135,225                      |
| 10       | Unexpired<br>Lease        | McGavock Pike Partners, GP   | PO Box 60865, Nashville,<br>TN, 37206  | 901 Woodland Street<br>Nashville, TN 37206             | 901 Woodland St<br>Tenant LLC           | None   | \$84,103                       |
| 11       | Unexpired<br>Lease        | Seaport B/C Retail Owner LLC   | 33 Boylston Street, Suite<br>3000, Chestnut Hill, MA,<br>02467   | 77 Sleeper Street<br>Boston, MA 02210                  | 77 Sleeper Street<br>Tenant LLC         | None   | \$6,104                        |
| 12       | Unexpired<br>Lease        | GSJC Master Lessee, L.L.C  | 200 West Street, New<br>York, NY, 10282-2198   | 30 Hudson St<br>Jersey City, NJ 07302                  | 30 Hudson Street<br>Tenant LLC          | None   | \$72,448                       |

DRAFT - Schedule of Assumed Unexpired Leases

|    |                 |                                |  |  |                                      |      |           |     |
|----|-----------------|--------------------------------|--|--|--------------------------------------|------|-----------|-----|
| 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                                 | Debtor                                | Amendments to Contract Date  | Cure      |           |
|----|------------------------|--|--|---|---------------------------------------|--|-----------|-----------|
|    |                        |  |  | Location  |                                       |  | Amount    |           |
| 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            | 1422 S Tryon Street Suite 300 Charlotte, NC 28203     | 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 term for part of premises, reduce rent, convert to gross lease, add profit share, reduce guaranty, amend guaranty burndown | \$0       | 5/16/2024 |

| #   | Contract to be Assumed | Assumption Counterparty                    | DRAFT - Schedule of Assumed Unexpired Leases                 |   |   |   |   | Amendments to Contract       | Cure  | Assumption Date |
|-----|------------------------|--|--|---|---|---|---|------------------------------|---|-----------------|
|     |                        |  | Counterparty Address   | Address of the Leased                                     | Debtor  | Location  | Amount                                    |                              |   |                 |
|     |                        |  |  |   |   |   | <u>Amount</u>                             |                              |   |                 |
| 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 <u>Reduce premises, reduce rent, convert to gross lease (ext. electric), add profit share, reduce guaranty</u>  | TBD <u>\$1,905,270.39 at a later date</u> |                              | The later of June 7, 2024 and the date on which the landlord receives the letter of credit funds                |                 |
| 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                          | TBD   |                 |
| 282 | 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 <u>Reduce rent, reduce term, reduce premises, terminate parking, add tenant allowance</u>   | TBD <u>\$1,527,723.77 at a later date</u> |                              | TBD <u>Later of June 7, 2024 and the date on which Landlord receives Letter of credit and Surety bond funds</u> |                 |
| 292 | 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 <u>Reduce Rent, reduce premises, reduce term, convert to gross lease (plus consumables and utilities), reduce guaranty, amend guaranty burndown, terminate "Good Guy Guaranty", landlord to pay outstanding reimbursement</u> | TBD <u>\$1,600,000 at a later date</u>    |                              | 5/29/2024   |                 |
| 302 | 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                | Reduce premises, reduce rent, convert to gross lease, reduce guaranty, amend guaranty burndown  |   | \$618,042.92 at a later date |   | 5/18/2024       |
| 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                          | TBD   |                 |
| 323 | 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       |
| 333 | 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 <u>Reduce premises, reduce term, reduce rent, convert to gross lease, add profit share, reduce guaranty, amend guaranty burndown</u>  | TBD <u>\$591,778.13 at a later date</u>   |                              | TBD <u>5/28/2024</u>  |                 |
| 343 |                        |  | Suite 32 10-666 Burrard Street, Vancouver, BC,               | 5960 Berkshire Lane                                       | 5960 Berkshire Lane                           | Reduce premises, reduce parking,  |   |                              |   |                 |

DRAFT - Schedule of Assumed Unexpired Leases

|               |                 |                                |  |   |                                |   |                                  |  |
|---------------|-----------------|--------------------------------|--|---|--------------------------------|---|----------------------------------|--|
| 2<br>—        | Unexpired Lease | CIO Terraces, LLC              | V6C 2x8  | Floor 6<br>Dallas, TX 75225                                 | Tenant LLC                     | reduce rent   | \$42,462.37 at a later date      | 5/24/2024                              |
| 353<br>3<br>— | Unexpired Lease | SRI Eleven Minneapolis 225 LLC | Dept CH 10971, Palatine,<br>IL, 60055-0971   | 225 South 6th Street<br>Suite 3900<br>Minneapolis, MN 55402 | 225 South 6th St<br>Tenant LLC | Reduce premises, reduce term, reduce<br>rent, reduce guaranty, amend guaranty<br>burndown, convert to gross lease, later<br>convert to modified net lease, add revenue<br><del>share</del><br><del>Reduce premises, reduce guaranty,<br/>reduce term, convert to gross lease, add<br/>revenue</del><br><del>share</del> | \$260,899.54 at a later date     | 5/17/2024                              |
| 363<br>4<br>— | Unexpired Lease | Dream Office LP                | 30 Adelaide Street East,<br>Suite 301, State Street<br>Financial Centre,<br>Toronto, Ontario, M5C<br>3H1 | 357 Bay Street<br>Toronto, ON M5H 4A6                       | WeWork Canada LP<br>ULC        | <del>TBD</del><br><del>Reduce rent, landlord to pay out<br/>tenant allowance</del>  | <del>TBD</del><br><del>\$0</del> | <del>TBD</del><br><del>5/28/2024</del> |

## DRAFT - Schedule of Assumed Unexpired Leases

| #             | Contract to be Assumed  | Assumption Counterparty                  | Counterparty Address  | Address of the Leased  | Debtor                                 | Amendments to Location   | Contract Date                           | Cure Amount                  | Amount2              |
|---------------|-------------------------|--|---|--|--|--|---|------------------------------|----------------------|
| 373<br>5<br>= | Unexpired Lease         | Embarcadero Center Associates            | Lobby Level, Suite One, San Francisco, CA, 94111              | 2 Embarcadero Center<br>San Francisco, CA 94111                  | 2 Embarcadero Center<br>Tenant LLC     | TBD <u>Reduce rent, convert to gross lease; amend letter of credit burndown; reduce guaranty, amend guaranty/burndown</u>  | TBD <u>\$857,806.95 at a later date</u> | TBD <u>5/29/2024</u>         |                      |
| 383<br>6<br>= | Unexpired Lease         | SOF-XI PCT Single Tower Owner, L.L.C.    | 100 Pine Street, Suite 3000, San Francisco, CA, 94111         | 222 Pacific Coast<br>Highway<br>El Segundo, CA 90245             | 222 North Sepulveda<br>Tenant LLC      | TBD <u>Reduce premises, terminate one guaranty; reduce second guaranty, convert to a gross lease; reduce rent, add revenue share</u>                                       | TBD <u>\$452,390.03 at a later date</u> | TBD <u>5/29/2024</u>         |                      |
| 393<br>7<br>= | Unexpired Storage Lease | SOF-XI PCT Single Tower Owner, L.L.C.    | 100 Pine Street, Suite 3000, San Francisco, CA, 94111         | 222 Pacific Coast<br>Highway<br>El Segundo, CA 90245             | 222 North Sepulveda<br>Tenant LLC      | TBD <u>None</u>  |   | TBD <u>\$0</u>               | TBD <u>5/29/2024</u> |
| 403<br>8<br>= | Unexpired Lease         | NW 524 Soho LLC                          | 1819 Wazee Street, Denver, CO, 80202                          | 524 Broadway<br>New York, NY 10012                               | 524 Broadway Tenant LLC                | Reduce premises, reduce rent, convert to gross lease, add profit share, all furniture remaining in surrender premises deemed abandoned and transferred to landlord         |   | \$505,682.20 at a later date | 5/23/2024            |
| 413<br>9<br>= | 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<br>Suite 120<br>Los Angeles, CA 91367    | 21255 Burbank Boulevard<br>Tenant LLC  | Reduce premises, reduce term, reduce rent, convert to gross lease, add revenue share, amend guaranty burndown  |   | \$206,824.715                | 5/20/2024            |
| 424<br>0<br>= | Unexpired Lease         | Wells REIT II - 80 M Street, LLC         | 701 Pennsylvania Avenue, NW, Suite 560, Washington, DC, 20004 | 80 M Street SE<br>Washington, DC 20003                           | 80 M Street SE<br>Tenant LLC           | Reduce term, reduce rent, reduce guaranty, add revenue share, add rent credit  |   | \$0                          | 5/24/2024            |
| 434<br>1<br>= | Unexpired Lease *       | AG Redstone Owner, L.P                   | 150 Paularino, Suite D182, Costa Mesa, CA, 92626              | 4041 Macarthur Boulevard<br>Suite 400<br>Newport Beach, CA 92660 | 4041 Macarthur Boulevard<br>Tenant LLC | TBD  |   | TBD                          | TBD                  |
| 444<br>2<br>= | Unexpired Lease         | BCSP 515 North State Street LLC          | 200 State Street, 5th Floor, Boston, MA, 02109                | 515 N State St<br>Chicago, IL 60654                              | 515 N State Street<br>Tenant LLC       | TBD <u>Reduce term, reduce premises, convert to gross lease, reduce rent, reduce guaranty, add revenue share, reduce letter of credit; amend letter of credit burndown</u> |   | TBD <u>\$0</u>               | TBD <u>5/29/2024</u> |
| 454<br>3<br>= |                         |  | 1201 Third Avenue, Suite                                      | 1201 3rd Avenue  | 1201 3rd Avenue                        | TBD <u>Reduce premises, reduce term,</u>   |   |                              |                      |

DRAFT - Schedule of Assumed Unexpired Leases

|                |                 |                           |  |  |   |  |  |                     |
|----------------|-----------------|---------------------------|--|--|---|--|--|---------------------|
| 3<br>-         | Unexpired Lease | 1201 TAB Owner, LLC       | 520, Seattle, WA, 98101                                  | Suite 2200<br>Seattle, WA 98101                  | Tenant LLC                              | <u>reduce rent, add profit share, reduce<br/>guaranty</u>  | <u>TBD\$407,650.52 at a later date</u>                         | <u>TBD5/28/2024</u> |
| 464<br>4-<br>- | Unexpired Lease | Trinity Centre LLC        | 115 Broadway, Suite<br>1705, New York, NY,<br>10006      | 5th Floor<br>115 Broadway<br>New York, NY 10006  | 115 Broadway Tenant<br>LLC              | Reduce premises, reduce rent, reduce<br>guaranty, eliminate guaranty burndown                              | \$632,023.84 at a later date                                   | 5/20/2024           |
| 47             | Unexpired Lease | 400 Spectrum Holdings LLC | 550 Newport Centre<br>Drive, Newport Beach,<br>CA, 92660 | 400 Spectrum Center<br>Drive<br>Irvine, CA 92618 | 400 Spectrum Center<br>Drive Tenant LLC | Reduce term, reduce rent, add revenue<br>share, terminate guaranty, amend letter<br>of credit and burndown | \$254,507.61 at a later date<br>and \$1,790.11 at a later date | 5/22/2024           |

## DRAFT - Schedule of Assumed Unexpired Leases

| #  | Contract to be Assumed | Assumption Counterparty                          | Counterparty Address   | Address of the Leased   | Debtor Legal Entity                         | Amendments to Contract Date  | Cure   |                            |
|----|------------------------|--|--|---|---|--|--|----------------------------|
|    |                        |  |  | Location  |   |  | Amount   | Amount2                    |
| 45 | <u>Unexpired Lease</u> | <u>400 Spectrum Holdings LLC</u>                 | <u>550 Newport Centre Drive, Newport Beach, CA, 92660</u>      | <u>400 Spectrum Center Drive</u><br><u>Location: Irvine, CA 92618</u> | <u>400 Spectrum Center Drive Tenant LLC</u> | <u>Reduce term, reduce rent, add revenue share, terminate guaranty, amend letter of credit and burndown</u>  | <u>\$254,507.61 at a later date and \$1,790.11 at a later date</u> | <u>5/22/2024</u>           |
| 48 | 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                | Amend base rent, convert to gross lease, add revenue share, reduce letter of credit, amend letter of credit burndown, reduce guaranty, amend guaranty burndown | \$0  | 5/22/2024                  |
| 49 | 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 <u>Reduce term, reduce rent, add revenue share, reduce surety bond, convert to gross lease</u>   | TBD <u>\$1,031,518.90 at a later date</u>                          | TBD <u>5/28/2024</u>       |
| 50 | 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           | Reduce term, reduce rent, reduce guaranty, amend letter of credit burndown   | \$86,247.90 at a later date and \$1,798,212.12 at a later date     | 5/24/2024                  |
| 51 | Unexpired Lease        | LORE BCA 2120 LP. (DBA Lionstone Investments)712 | Main Street, Suite 2500, Houston, TX, 77002                    | 2015 Shattuck Square Berkeley, CA 94704                               | WW 2015 Shattuck LLC                        | TBD <u>Reduce premises, reduce term, reduce rent</u>   | TBD <u>\$320,924.26 at a later date</u>                            | TBD <u>5/29/2024</u>       |
| 52 | 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 <u>Reduce rent, change base year, increase guaranty, amend guaranty burndown, reduce parking</u>   | TBD <u>\$241,285.03 at a later date</u>                            | TBD <u>5/29/2024</u>       |
| 53 | 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 <u>5/28/2020</u> |
| 54 | Unexpired Lease        | 200 Portland Street, LLC                         | 65 Franklin Street, Boston, MA, 02110                          | 200 Portland Street Boston, MA 02114                                  | 200 Portland Tenant LLC                     | Reduce term, reduce rent, add revenue share, reduce guaranty, amend guaranty burndown  | \$420,000 at a later date  | 5/21/2024                  |
| 55 | 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                        |
| 56 | 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                        |

DRAFT - Schedule of Assumed Unexpired Leases

|               |                 |   |   |   |                                     |   |                                  |               |
|---------------|-----------------|---|---|---|-------------------------------------|---|----------------------------------|---------------|
| 57<br>4<br>=  | 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 <u>Reduce term, terminate guaranty</u>  | TBD \$0                          | TBD 5/29/2024 |
| 585<br>5<br>= | 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 <u>Reduce rent, convert to gross lease; reduce guaranty; amend guaranty burndown; amend letter of credit burndown</u> | TBD \$747,191.78 at a later date | TBD 5/29/2024 |
| 595<br>6<br>= | 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 | Reduce term, reduce premises, reduce rent, add revenue share  | \$0                              | 5/22/2024     |
| 60            | Unexpired Lease | Columbia REIT - 650 California, LLC       | 221 Main Street, Suite 100, San Francisco, CA, 94108                      | 650 California Street San Francisco, CA 94108 | 650 California Street Tenant LLC    | Reduce premises, reduce rent, reduce guaranty, add revenue share  | \$0                              | 5/24/2024     |

## DRAFT - Schedule of Assumed Unexpired Leases

| #          | Contract to be Assumed  | Assumption Counterparty                | Counterparty Address   | Address of the Leased                                     | Debtor Legal Entity                  | Amendments to Contract Date  | Cure   |               |
|------------|-------------------------|--|--|---|--------------------------------------|--|--|---------------|
|            |                         |  |  | Location  |                                      | Amount   | Amount2  |               |
| 57         | Unexpired Lease         | Columbia REIT - 650 California, LLC    | 221 Main Street, Suite 100, San Francisco, CA, 94105                 | 650 California Street<br>Location San Francisco, CA 94108 | 650 California Street Tenant LLC     | Reduce premises, reduce rent, reduce guaranty, add revenue share   | \$0  | 5/24/2024     |
| 615<br>8-1 | Unexpired Lease         | BCSP 330 North Wabash Property LLC     | 200 State Street, 5th Floor, Boston, MA, 02109                       | 330 North Wabash Avenue<br>Chicago, IL 60601              | 330 North Wabash Tenant LLC          | Reduce term, reduce rent, convert to gross lease, add revenue share, reduce guaranty, reduce letter of credit, amend letter of credit burndown | \$0  | 5/22/2024     |
| 625<br>9-1 | Unexpired Storage Lease | BCSP 330 North Wabash Property LLC     | 200 State Street, 5th Floor, Boston, MA, 02109                       | 330 North Wabash Avenue<br>Chicago, IL 60601              | 330 North Wabash Tenant LLC          | TBD  | TBD  | TBD           |
| 630<br>0-1 | Unexpired Lease         | 520 Broadway Owner, LLC                | PO Box 102327, Pasadena, CA, 91189-2327                              | 520 Broadway, Suite 200<br>Santa Monica, CA 90401         | WW 520 Broadway LLC                  | Extend term, reduce rent, add revenue share  | \$558,567.14 at a later date                                 | 5/17/2024     |
| 640<br>1-1 | Unexpired Lease         | CIO Bloc 83, LLC                       | 666 Burrard Street, Suite 3210, Vancouver, British Columbia, V6C 2X8 | 1 Glenwood Avenue<br>Raleigh, NC 27603                    | 1 Glenwood Ave Tenant LLC            | Reduce premises, reduce rent, reduce parking   | \$57,250.39 at a later date and \$246,017.66 at a later date | 5/24/2024     |
| 650<br>2-1 | Unexpired Lease         | 200 Spectrum Center Drive LLC          | 550 Newport Center Drive, Newport Beach, CA, 92660                   | 200 Spectrum Center Drive<br>Irvine, CA 92618             | 200 Spectrum Center Drive Tenant LLC | Reduce term, reduce rent, add revenue share, amend letter of credit and burndown, amend guaranty   | \$231,247.47 at a later date and \$4,056.29 at a later date  | 5/22/2024     |
| 660<br>3-1 | Unexpired Lease         | SVF Criterion Santa Monica Corporation | 515 South Flower Street, 49th Floor, Los Angeles, CA, 90071          | 312 Arizona Ave<br>Santa Monica, CA 90401                 | WW 312 Arizona LLC                   | Reduce rent, reduce guaranty   | \$470,728.98 at a later date                                 | 5/24/2024     |
| 670<br>4-1 | Unexpired Lease         | Societe Immobiliere Camont Inc         | 1001, Victoria Square, Suite C-500, Montreal, Quebec, H2Z 2B5        | 455 Rue Saint-Antoine Ouest<br>Montreal, QC H2Z 1J1       | WeWork Canada LP ULC                 | TBD Reduce term  | TBD \$245,673.55 at a later date                             | TBD 5/29/2024 |
| 680<br>5-1 | Unexpired Lease         | NP 18th & Chet, LLC                    | 9225 Lake Hefner Parkway, Suite 200, Oklahoma, OK, 73120             | 820 18th Avenue South<br>Nashville, TN 37203              | 820 18th Ave South Tenant LLC        | TBD Reduce rent  | TBD \$127,201.04 at a later date                             | TBD 5/28/2024 |
| 690<br>6-1 |                         |  | 1099 18th Street, Suite 2900, Denver, CO, 80202                      | 2727 East 2nd Avenue<br>Denver, CO 80206                  | 205 North Detroit Street Tenant LLC  |  |  |               |

DRAFT - Schedule of Assumed Unexpired Leases

| 6<br>-   | Unexpired Lease* | GW Property Services LLC                   |  |   | TBD                                | TBD  | TBD                                   |
|----------|------------------|--|--|---|------------------------------------|--|---------------------------------------|
| 706<br>- | Unexpired Lease  | Legacy West Investors, LP                  | 2001 Ross Avenue, Suite 3400, Dallas, TX, 75201  | WeWork 7700 Windrose Ave<br>Suite G300<br>Plano, TX 75024 | Legacy Tenant LLC                  | Reduce term, reduce rent, add revenue share  | \$0<br>5/22/2024                      |
| 710<br>- | Unexpired Lease  | MGMIFBCSP Crossroads Holdings Property LLC | 425 Market Street, Suite 1050, San Francisco, CA 94105<br>200 State Floor, Boston, MA, 02109 | 1825 South Grant Street<br>San Mateo, CA 94402            | 1825 South Grant Street Tenant LLC | Reduce term, reduce rent, convert to gross lease, add profit share, eliminate letter of credit burn down, amend guaranty | \$721.65 at a later date<br>5/24/2024 |

## DRAFT - Schedule of Assumed Unexpired Leases

| #             | Contract to be Assumed | Assumption Counterparty         | Counterparty Address   | Address of the Leased                                    | Debtor                           | Amendments to Contract  | Cure   |               |
|---------------|------------------------|---------------------------------|--|--|----------------------------------|---|--|---------------|
|               |                        |                                 |  |  |                                  | Date  | Amount   | Amount2       |
| Location      |                        |                                 |  |  |                                  |   |  |               |
| 720<br>9<br>= | Unexpired Lease        | Epic Lafayette Street LLC       | 15 Watts Street, 5th Floor, New York, NY, 10013                          | 148 Lafayette St, 3rd floor<br>New York, NY 10013        | 148 Lafayette Street Tenant LLC  | TBD <u>Reduce rent, reduce premises, reduce guaranty, amend guaranty, burndown</u><br><br>TBD <u>a later date</u> | \$426,682.51, \$426,682.51 at a later date, and \$4,215.86 at a later date | TBD 5/29/2024 |
| 737<br>0<br>= | Unexpired Lease        | BCAL 44 Montgomery Property LLC | 200 State Street, 5th Floor, Boston, MA, 02109                           | 44 Montgomery Street<br>San Francisco, CA 94104          | 44 Montgomery Street Tenant LLC  | TBD <u>Convert to gross lease, reduce/resestrent, add revenue share</u>   | TBD \$55,928.09 at a later date  | TBD 5/29/2024 |
| 747<br>1<br>= | Unexpired Lease        | AB Metro Properties Ltd         | 550 Burrard Street, Suite 300, Vancouver, British Columbia, V6C 2B5      | 6060 Silver Drive<br>3rd-Floor<br>Burnaby, BC V5H 0H5    | WeWork Canada LP ULC             | Reduce term, reduce premises, reduce rent, add revenue share, amend guaranty, burndown                            | \$0  | 5/21/2024     |
| 757<br>2<br>= | Unexpired Lease        | Park Place Associates           | 3197 Park Blvd, Palo Alto, CA, 94306                                     | 3101 Park Boulevard<br>Palo Alto, CA 94306               | 3101 Park Boulevard Tenant LLC   | Reduce rent, reduce guaranty, add profit share, amend letter of credit, burndown                                  | \$364,714.36 at a later date   | 5/24/2024     |
| 767<br>3<br>= | Unexpired Lease        | BCSP Circa Property LLC         | 200 State Street, 5th Floor, Boston, MA, 02109                           | 1615 Platte Street<br>Denver, CO 80202                   | 1615 Platte Street Tenant LLC    | Reduce rent, add revenue share, amend guaranty, amend guaranty, burndown  | \$142,947 at a later date  | 5/17/2024     |
| 777<br>4<br>= | Unexpired Lease        | BCSP 8 600 Property, L.P.       | 200 State Street, 5th Floor, Boston, MA, 02109                           | 600 Congress Ave<br>Austin, TX 78701                     | WW 600 Congress LLC              | Reduce base rent, convert to gross lease, revenue share   | \$75,306.74 at a later date  | 5/24/2024     |
| 787<br>5<br>= | Unexpired Lease*       | 575 Lex Property Owner, L.L.C.  | 245 Park Avenue, 24th Floor, New York, NY, 10167                         | 575 Lexington Avenue<br>14th floor<br>New York, NY 10022 | 575 Lexington Avenue Tenant LLC  | TBD   | TBD  | TBD           |
| 797<br>6<br>= | Unexpired Lease        | BXP Mission 535 LP              | Four Embarcadero Center Lobby Level, Suite One, San Francisco, CA, 94111 | 535 Mission St<br>San Francisco, CA 94105                | WW 535 Mission LLC               | TBD <u>Reduce rent, convert to gross lease, amend letter of credit, burndown</u>                                  | TBD \$782,501.30 at a later date   | TBD 5/29/2024 |
| 807<br>7<br>= | Unexpired Lease        | 1460 Leasehold Swighm LLC       | 30 West 26th Street, 8th Floor, New York, NY, 10010                      | 1460 Broadway<br>New York, NY 10036                      | 1460 Broadway Tenant LLC         | Reduce rent, convert to gross lease, add profit share, reduce letter of credit, reduce guaranty                   | \$911,568.38 at a later date   | 5/22/2024     |
| 817<br>8<br>= | Unexpired Lease*       | TYH Development Company LLC     | 2000 Tower Oaks, Boulevard, 8th Floor, Rockville, MD, 20852              | 1775 Tysons Blvd<br>Tysons, VA 22102                     | 1775 Tysons Boulevard Tenant LLC | TBD   | TBD  | TBD           |

## DRAFT - Schedule of Assumed Unexpired Leases

## DRAFT - Schedule of Assumed Unexpired Leases

| #              | Contract to be Assumed | Assumption Counterparty                          | Counterparty Address  | Address of the Leased  | Debtor                           | Amendments to Contract   | Cure  |               |
|----------------|------------------------|--|---|--|----------------------------------|--|---|---------------|
|                |                        |  |   | Legal Entity   | Date                             | Amount   | Amount2   |               |
| 848<br>1<br>=  | 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, reset base year for operating expenses   | \$188,901 at a later date                                       | 5/17/2024     |
| 858<br>2<br>=  | Unexpired Lease        | Ivanhoe 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 <u>Reduce rent</u>   | TBD \$299,951.12 at a later date and \$1,771.30 at a later date | TBD 5/24/2024 |
| 868<br>3<br>=  | Unexpired Lease        | CCPMS SSIII Denver Tabor Center 1 Property Owner | 200 LLC State Street, 5th Floor, Boston, MA, 02109                | 1200 17th Street Floor 27 Denver, CO 80202   | 1200 17th Street Tenant LLC      | Reduce rent, convert to gross lease, reduce premises, option to further reduce premises, reduce guaranty | \$0   | 5/22/2024     |
| 878<br>4<br>=  | 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 100042783   | WW 85 BROAD LLC                  | TBD  | TBD   | TBD           |
| 888<br>5<br>=  | Unexpired Sublease*    | LPQ 85 Broad, Inc                                | 50 Broad Street, 12th Floor, New York, NY, 10004                  | 85 BROAD ST FL 18th New York, NY 100042783   | WW 85 BROAD LLC                  | TBD  | TBD   | TBD           |
| 898<br>6<br>=  | Unexpired Lease*       | 1001 Dominion Square Management Inc.             | 1010 St. Catherine St West, Suite 1200, Montreal, Quebec, H3B 3S3 | 1010 Rue Sainte-Catherine Ouest Montréal, QC H3G-1R3 85 BROAD ST FL 18th New York, NY 10004-2783 | WeWork Canada LP ULC             | TBD  | TBD   | TBD           |
| 908<br>7<br>=  | 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             | Reduce rent  | \$669,591.91 at a later date                                    | 5/22/2024     |
| 918<br>8<br>=  | 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           |
| 928<br>9<br>=  | 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 | Reduce term, reduce rent, add revenue share, reduce guaranty, amend guaranty burndown                    | \$271,893.94 CAD at a later date                                | 5/23/2024     |
| 939<br>10<br>= |                        |  | 335 - 8th Avenue S.W., Suite 900, Calgary, Alberta                | 700 2 Street Southwest   | 700 2 Street Southwest           |  |   |               |

**DRAFT - Schedule of Assumed Unexpired Leases**

|                     |                                |  |   |   |  |                                       |                 |                  |
|---------------------|--------------------------------|--|---|---|--|---------------------------------------|-----------------|------------------|
| 0<br>-              | Unexpired Storage Lease (4103) | 58508 Alberta Ltd.                                     | T2P 1C9   | Calgary, AB T2P 0X1                           | Tenant LP  | None                                  | None            | 5/27/2024        |
| 949<br>-<br>1-<br>- | Unexpired Storage Lease (4114) | 58508 Alberta Ltd.                                     | 335 - 8th Avenue S.W.,<br>Suite 900, Calgary, Alberta,<br>T2P 1C9   | 700 2 Street Southwest<br>Calgary, AB T2P 0X1 | 700 2 Street Southwest<br>Tenant LP  | None                                  | None            | 5/27/2024        |
| 959<br>-<br>2-<br>- | Unexpired Lease                | College Park Coworking<br>Ponte Gadea Biscayne,<br>LLC | 4750 Owing Mills-<br>Boulevard, Owing Mills,<br>MD 21117<br>200 South<br>Biscayne Blvd., Suite<br>3250, Miami, FL 33131 | 200 South Biscayne<br>Boulevard<br>Floor 20   | 7761 Greenhouse<br>Rd<br>200 South<br>Biscayne Blvd<br>Floor 20<br>Miami, FL 33131 | TBD<br>Reduce letter of credit<br>ttc | TBD<br>\$0<br>- | TBD<br>5/29/2024 |

DRAFT - Schedule of Assumed Unexpired Leases

| #        | Contract to be Assumed | Assumption Counterparty   | Counterparty Address  | Address of the Leased  | Debtor                                   | Amendments to Contract   | Cure                         |           |
|----------|------------------------|---|---|--|--|--|------------------------------|-----------|
|          |                        |   |   | Location   | Legal Entity                             |  | Date                         |           |
| 93       | Unexpired Lease        | LBA RV - Company IX, LP   | 3447 Michelson Drive, Suite 200, Irvine, CA, 92612                        | 10000 Washington Boulevard, Culver City, CA 90232                      | 10000 Washington Boulevard Tenant LLC    | Amend Landlord property insurance obligations with respect to water damage | \$384,734.26 at a later date | 5/29/2024 |
| 94       | Unexpired Lease *      | 2211 Michelson Holdings, LLC  | 18301 Von Karman, Suite 250, Irvine, CA, 92612                            | 2211 Michelson Drive Suite 900, Irvine, CA 92612                       | 2211 Michelson Drive Tenant LLC          | TBD  | TBD                          | TBD       |
| 969<br>5 | Unexpired Lease *      | 2000 Sierra Point Parkway LLC, Diamond Marina LLC and Diamond Marina II LLC | 450 Concar Drive, Suite 4500a Concar Drive aDmriwend, San Mateo, CA 94402 | II 400 LL Concar Drive 400 Concar Drive San Mateo, CA 94402            | 400 Concar Drive Tenant LLC              | TBD  | TBD                          | TBD       |
| 96       | Unexpired Lease *      | Met Tower Owner, LLC  | 142 West 57th Street, New York, NY, 10019                                 | 142 W 57th St New York, NY 10019                                       | 142 W 57th Street Tenant LLC             | TBD  | TBD                          | TBD       |
| 97       | Unexpired Lease *      | Met Tower Owner, LLC  | 142 West 57th Street, New York, NY, 10019                                 | 142 W 57th St New York, NY 10019                                       | 142 W 57th Street Tenant LLC             | TBD  | TBD                          | TBD       |
| 98       | Unexpired Lease *      | 655 New York LLC  | 750 9th Street, NW, Suite 700, Washington, DC, 20001-4590                 | 655 New York Avenue Northwest WeWork 6th Floor Washington DC, DC 20001 | 655 New York Avenue Northwest Tenant LLC | TBD  | TBD                          | TBD       |
| 99       | Unexpired Sublease *   | Google LLC  | 1600 Amphitheatre Parkway, Mountain View, CA, 94033                       | 655 New York Avenue Northwest WeWork 6th Floor Washington DC, DC 20001 | 655 New York Avenue Northwest Tenant LLC | TBD  | TBD                          | TBD       |
| 100      | Unexpired Lease *      | Kingsclub Development Inc.  | 85 Hanna Avenue, Suite 400, Toronto, Ontario, M6K 3S3                     | 1050 King Street West Toronto, ON M6K 0C7                              | WeWork Canada LP LLC                     | TBD  | TBD                          | TBD       |
| 101      | Unexpired Lease *      | Lincoln Street Property Owner, LLC  | 45 Main Street, Suite 800, Brooklyn, NY, 11201                            | 1 Lincoln Street WeWork, Fl 24 Boston, MA 02111                        | 1 Lincoln Street Tenant LLC              | TBD  | TBD                          | TBD       |
| 102      | Unexpired Lease *      | 801 Barton Springs Owner LLC  | 185 Madison Avenue, 10th Floor, New York, NY, 10016                       | 801 Barton Springs Rd Austin, TX 78704                                 | 801 B. Springs 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                                 | Amendments to Contract | Cure         | Assumption Amount |
|-----|--------------------------------|------------------------------|---|---|--|------------------------|--------------|-------------------|
|     |                                |                              |   |   |  |                        |              |                   |
| 103 | Unexpired Lease *              | United States Postal Service | 475 L'Enfant plaza sw, Room 6670; Washington, WA, 20260 | 450 Lexington Ave New York, NY 10017                      | 450 Lexington Tenant ttc               | TBD                    |              | TBD               |
| 104 | Unexpired Lease                | IQHQ-Avenline West, LP       | 674 Via De La Valle, Suite 206; San Diego, CA, 92075    | 8910 University Center Lane Suite 400 San Diego, CA 92122 | 8910 University Center Lane Tenant ttc | None                   | \$338,130.03 | TBD               |
| 105 | Unexpired Storage Lease        | IQHQ-Avenline West, LP       | 674 Via De La Valle, Suite 206; Solana Beach, CA, 92075 | 8910 University Center Lane Suite 400 San Diego, CA 92122 | 8910 University Center Lane Tenant ttc | None                   | \$0          | TBD               |
| 106 | Unexpired Storage Lease (2.5c) | IQHQ-Avenline West, LP       | 674 Via De La Valle, Suite 206; San Diego, CA, 92075    | 8910 University Center Lane Suite 400 San Diego, CA 92122 | 8910 University Center Lane Tenant ttc | None                   | \$0          | TBD               |
| 107 | Unexpired Storage Lease        | CAB Bedford LLC              | 1412 Broadway, New York, NY, 10018                      | 134 N. 4th St. Brooklyn, NY 11249                         | WW 240 Bedford LLC                     | TBD                    | \$178,157    | TBD               |

**Exhibit C**

**Exit LC Facility Documents**

Certain documents, or portions thereof, contained in this **Exhibit C** 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 C**; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Effective Date, the Debtors will file a redline of such document with the Bankruptcy Court.

Exit LC Facility – Strawman Terms

| Term                 | Meaning   |
|----------------------|---|
| Base                 | cash collateral equal to face value of LCs (i.e., 100%)                                 |
| Cushion              | extra cash collateral required to support LCs (max of 5% of relevant Base) <sup>1</sup> |
| Interest             | interest accrued on any cash collateral while sitting in accounts                       |
| Burndown             | Base amounts freed up via LC reductions/expirations                                     |
| Excess               | Burndown + Interest   |
| Triggering Event     | definition set forth below (at the end)   |
| Applicable Valuation | definition set forth below (at the end)   |

**On Emergence:**

- Drawn DIP LCs
  - o Base – equitized at Applicable Valuation.
  - o Cushion – cash returned to SoftBank.
  - o Excess – cash returned to SoftBank.
- Adyen LC
  - o Base – rolled to exit LC facility, reversionary rights fully assigned to Company (as part of Company's 37.5% share), and SoftBank receives approximately 1.25 million shares of new equity.
  - o Cushion – rolled to exit LC facility and remain in accounts to support reissuance/renewal.
- Undrawn DIP LCs (non-Adyen)
  - o Base – rolled to exit LC facility and split between Company & Softbank (per the below).
  - o Cushion – rolled to exit LC facility and remain in accounts to support reissuance/renewal.
  - o Excess – cash returned to SoftBank.
- Equity escrow – Company issues maximum number of shares necessary to support future equitization of SoftBank's interests, to be held in escrow and released in accordance with the below.

**State of Play Immediately After Emergence:**

- Undrawn DIP LCs have rolled into Exit LCs supported by Base + Cushion.
- Cash collateral accounts contain only the following:<sup>2</sup>
  - o Base supporting Exit LCs (now rolled from Undrawn DIP LCs).
  - o Cushion supporting Exit LCs (now rolled from Undrawn DIP LCs).
- SoftBank retains non-recourse claim against, and security interest in, (a) its share of the cash collateral (junior to LC banks) and (b) the equity escrow, each to be held at a bankruptcy-remote SPV (which is to be wholly-owned by the Company).<sup>3</sup>
- Cash collateral reversionary rights split as follows:<sup>4</sup>

|                 | Adyen<br>Base | Adyen<br>Burndown | Non-Adyen<br>Base | Non-Adyen<br>Burndown | All<br>Cushion <sup>5</sup> | All<br>Interest |
|-----------------|---------------|-------------------|-------------------|-----------------------|-----------------------------|-----------------|
| <b>Company</b>  | 100%          | 100%              | [33.1)%           | [33.1)%               | 0%                          | 37.5%           |
| <b>SoftBank</b> | 0%            | 0%                | [66.9)%           | [66.9)%               | 100%                        | 62.5%           |

<sup>1</sup> Subject to confirmation with LC Issuing Banks, along with mechanics for any back-to-back LCs.

<sup>2</sup> As of the plan effective date: (a) all Base from Drawn DIP LCs has been equitized; (b) all Cushion from Drawn DIP LCs has been returned to SoftBank in cash; and (c) all Excess has been returned to SoftBank in cash.

<sup>3</sup> Aside from the foregoing and the right to enforce applicable agreements/security interest (which shall include a bad boy guaranty), SoftBank shall not have any other recourse against the Company.

<sup>4</sup> Non-Adyen splits shown are illustrative and based on \$380 million of total Base at emergence. Final non-Adyen splits to be calculated at emergence: Company split = (37.5% of total Base - \$25 MM) / (total Base - \$25 MM).

<sup>5</sup> All Cushion shall remain in accounts to support existing/new LCs and not be released until Triggering Event.

**Post-Emergence Procedures Before Triggering Event:**

- ***Treatment of Adyen LC Base:***
  - o Upon a draw of Adyen LC – Base used to repay LC Banks; SoftBank does not receive any additional equity post-emergence.
  - o Upon any reduction/expiration of Adyen LC:
    - Company can withdraw or otherwise use 100% of the associated Base at any time in the Company's sole discretion.
    - Adyen LC not subject to the "Burndown" designation/mechanics specified below.
- ***Treatment of non-Adyen Base:***
  - o Upon a draw of any non-Adyen Exit LCs:
    - 100% of Base used to repay LC banks who fund draws.
    - SoftBank receives equity as follows (equity distributed quarterly):
      - o For [33.1]% of such Base – equitized at \$2.5 billion pre-money valuation.
      - o For [66.9]% of such Base – equitized at Applicable Valuation.
  - o Upon any reduction/expiration of non-Adyen Exit LCs, the associated Base can:
    - Remain in the accounts to support issuance of LCs for new or existing leases, in which case:
      - o Treatment of Base amount remains unchanged (no conversion to Burndown).
      - o No equitization required at this stage (occurs upon draw or Triggering Event).
      - o Cushion required to support new LC comes solely from available Cushion (without altering SoftBank's reversionary rights to 100% of such Cushion).
    - Be designated by the Company as "Burndown" and then become subject to release as follows:
      - o For [33.1]% of Burndown – Company may (at any time post-designation) either:
        - Return such amounts to SoftBank in cash (in lieu of issuing equity); or
        - Withdraw such amounts in cash and issue corresponding equity to SoftBank at \$2.5 billion pre-money valuation.
      - o For [66.9]% of Burndown – SoftBank may (at any time post-designation) withdraw such amounts in cash.<sup>6</sup>

- ***Treatment of Cushion:***
- o Remains in accounts at all times to satisfy requirements/uses by LC issuing banks.
- o May be used to support issuance of LCs for new or existing leases.
- o Only released to SoftBank upon Triggering Event (see below).
- ***Treatment of Interest*** – released semiannually as follows:
- o Company receives 37.5% of accrued Interest in cash.
- o SoftBank receives 62.5% of accrued Interest in cash.

**Procedures Upon Occurrence of a Triggering Event:**

- Company receives:
  - o 100% of remaining Adyen Base and/or Burndown amounts in cash;
  - o [33.1]% of remaining non-Adyen Base amounts in cash;
  - o [33.1]% of remaining non-Adyen Burndown amounts in cash; and
  - o 37.5% of remaining Interest amounts in cash.
- SoftBank receives:
  - o Equitization (at \$2.5 billion pre-money valuation) of:
    - [33.1]% of remaining non-Adyen Base;
    - [33.1]% of remaining non-Adyen Burndown (to the extent not previously equitized);
  - o [66.9]% of remaining non-Adyen Base amounts in cash;
  - o [66.9]% of remaining non-Adyen Burndown amounts in cash;
  - o 62.5% of remaining Interest in cash; and
  - o 100% of remaining Cushion in cash.

<sup>6</sup> Because Burndown designation presupposes Company election to release cash, SoftBank is fully entitled to withdraw or keep its share of Burndown in the accounts, in either case at SoftBank's sole discretion.

**Fees & Costs:**

- Company pays any costs (including legal fees) payable to LC issuing banks in connection with closing.
- Company pays running costs to SoftBank as follows:
  - o Amount – calculated based on 62.5% of Base:
    - 1.0% for first 3 years after closing; and
    - 2.0% for the next 3 years.
  - o Consideration – payable (at the Company's option) in either (a) cash or (b) equity using \$1.5 billion pre-money valuation.

\* \* \*

**Other Definitions:**

- "Triggering Event" means the occurrence of any of the following:
  - o **Maturity** of the 6-year term of SoftBank's cash collateral commitment (notwithstanding any earlier maturity of the underlying Exit LC Facility with the LC Issuing Banks);
  - o **Refinancing** of the Exit LC Facility, solely to the extent that the refinanced facility no longer requires the commitment/use of the existing cash collateral; or
  - o **Change of control** (to be defined in the credit documentation).
- "Applicable Valuation" for equitization of SoftBank "Base" claims upon non-Adyen LC draw means:
  - o If current Base<sup>7</sup> for all undrawn LCs  $\geq$  \$380,048,743 – SoftBank's Base claims for draws of various LCs get equitized as follows:
    - Prepetition LCs – treated as Prepetition LC Facility Claims under the Plan (i.e., equitized 1:1).
    - DIP LCs – treated as Drawn DIP TLC Claims under the Plan (i.e., equitized 2:1).
    - Exit LCs – treated as Drawn DIP TLC Claims under the Plan (i.e., equitized 2:1).
  - o If current Base for all undrawn LCs  $<$  \$380,048,743 – SoftBank's Base claims for draws of any/all LCs get equitized at the following pre-money valuations:
    - 0 – 2 years = \$1 billion (conversion price of \$20)
    - 2 – 3 years = \$900 million (conversion price of \$18)
    - 3 – 4 years = \$800 million (conversion price of \$16)
    - 4 – 6 years = \$750 million (conversion price of \$15)

**Global Points:**

- 1) SoftBank retains reversionary rights to 100% of Cushion at all times, whether specified or not.
- 2) For any equitization, the number of shares issued to SoftBank will be rounded to the nearest whole number (no fractional shares).
- 3) Company counsel not required to issue any opinions to SoftBank with respect to any equity issuance, escrow, or other equitization mechanics, except to the extent such opinion (a) is required by the transfer/escrow agent to release and transfer such equity from the SPV to SoftBank and (b) is not a delegending opinion to remove the controlled securities legend.
- 4) Terms remain subject to ongoing review and discussion among all parties in connection with definitive documentation.

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<sup>7</sup> The Applicable Valuation calculation shall be based on the total amount of Base outstanding under any undrawn LCs, including prepetition LCs, DIP LCs, and Exit LCs, whether or not such LCs are rolled to the Exit LC Facility.

**Exhibit D**

**Forms of the New Corporate Governance Documents**

Certain documents, or portions thereof, contained in this **Exhibit D** 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 D**; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Effective Date, the Debtors will file a redline of such document with the Bankruptcy Court.

**Exhibit D-2**

**Form of the New Certificate of Incorporation**

**AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION  
OF  
WEWORK INC.<sup>1</sup>**

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Pursuant to Section 303 of the  
General Corporation Law of the State of Delaware

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WeWork Inc. (the “Corporation”), a corporation organized and existing under the General Corporation Law of the State of Delaware (as it now exists or may hereinafter be amended and supplemented, the “DGCL”), does hereby certify as follows:

1. The name of the Corporation is WeWork Inc. The Corporation was originally incorporated under the name “BowX Acquisition Corp.” by the filing of its Certificate of Incorporation with the office of the Secretary of State of the State of Delaware (the “Delaware Secretary”) on May 19, 2020 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “Original Certificate of Incorporation”).

2. On November 6, 2023, the Corporation and certain of its direct and indirect subsidiaries (collectively, the “Debtors”) filed voluntary petitions for relief under Chapter 11 (the “Chapter 11 Cases”) of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”). This Amended and Restated Certificate of Incorporation was duly adopted without the need for the approval of the board of directors or the stockholders of the Corporation in accordance with Section 303 of the DGCL pursuant to and in accordance with the *[Fourth] Amended Joint Chapter 11 Plan of Reorganization of WeWork Inc. and its Debtor Subsidiaries* [Docket No. [●]], as confirmed on [●], 2024 by order of the Bankruptcy Court in the Chapter 11 Cases jointly administered under the caption *In re: WeWork Inc., et al.*, Case No. 23-19865 (JKS). Provision for amending and restating the Corporation’s Original Certificate of Incorporation is contained in the order of the Bankruptcy Court having jurisdiction under the Bankruptcy Code for the reorganization of the Corporation.

3. The text of the Original Certificate of Incorporation is hereby amended and restated in its entirety as follows:

**ARTICLE I.  
Name**

The name of the corporation is WeWork Inc. (the “Corporation”).

**ARTICLE II.  
Offices and Records**

The address of the registered office of the Corporation in the State of Delaware is [251 Little Falls Drive, in the City of Wilmington, County of New Castle, Delaware 19808, and the name of its registered agent at such address is Corporation Service Company]. The books of the Corporation may be kept (subject to any provision of applicable law) outside of the State of Delaware at such place or places or in such manner or manners as may be designated from

<sup>1</sup> THIS DRAFT IS SUBJECT TO CONTINUING DUE DILIGENCE AND THE PARTIES’ CONTINUING REVIEW AND COMMENT IN ALL RESPECTS, INCLUDING THE REVIEW AND COMMENT BY DELAWARE COUNSEL. THIS DRAFT IS NOT INTENDED NOR SHALL IT BE DEEMED TO CREATE A LEGALLY BINDING OR ENFORCEABLE AGREEMENT OF ANY TYPE OR NATURE UNLESS AND UNTIL FINALIZED AND AGREED UPON BY THE PARTIES.

time to time by the Board of Directors of the Corporation (the “Board”) or as provided in the Corporation’s Amended and Restated Bylaws (as amended, restated, supplemented or otherwise modified from time to time, the “Bylaws”).

### **ARTICLE III.** **Purpose**

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware (as it now exists or may hereafter be amended and supplemented, the “DGCL”).

### **ARTICLE IV.** **Capital Stock**

(A) Authorized Capital Stock. The total number of shares of all classes of capital stock which the Corporation shall have authority to issue is [●] shares of capital stock, which will be divided into the following classes: (i) [●] shares will be of a class designated Common Stock, par value \$0.0001 per share (“Common Stock”), and (ii) [●] shares will be of a class designated Preferred Stock, par value \$0.0001 per share (“Preferred Stock”).

Except as otherwise provided in this Article IV, or any amendments thereto, all shares of Common Stock shall be identical and shall entitle the holders thereof to the same rights and privileges.

Subject to terms of the Stockholders Agreement (as defined below), the rights and preferences of the shares of Common Stock and Preferred Stock may be set forth in this Amended and Restated Certificate of Incorporation (as amended, restated, supplemented or otherwise modified from time to time, the “Certificate of Incorporation”) or one or more certificates of designations filed with the Secretary of State of the State of Delaware from time to time in accordance with the DGCL and this Certificate of Incorporation. The number of authorized shares of Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) from time to time by the affirmative vote of the holders of at least a majority of the voting power of the Corporation’s then outstanding shares of capital stock entitled to vote thereon, voting together as a single class, irrespective of the provisions of Section 242(b)(2) of the DGCL (or any successor provision thereto), and no vote of the holders of shares of Common Stock or Preferred Stock voting separately as a class or series shall be required therefor unless a vote of any such holder is required pursuant to this Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock).

(B) Common Stock. The voting powers, designations, preferences and relative, participating, optional or other special rights and such qualifications, limitations or restrictions of Common Stock, in addition to those set forth elsewhere herein or in the Stockholders Agreement, are as follows:

(1) Voting Rights. Each holder of shares of Common Stock, as such, shall be entitled to vote at all meetings of the stockholders and to cast one vote for each outstanding share of Common Stock held of record by such holder on all matters on which stockholders are entitled to vote generally; provided, however, that, to the fullest extent permitted by law and except as otherwise required by law, holders of shares of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation, any certificate of designation relating to any series of Preferred Stock or the DGCL. There shall be no cumulative voting.

(2) Dividends and Distributions. Subject to applicable law and the preferences or prior rights of the holders of any shares of Preferred Stock at the time outstanding having a preference over or prior rights as to dividends or other distributions, the holders of shares of Common Stock, as such, shall be entitled to receive, when, as and if declared by the Board (subject to the Stockholders Agreement), out of the assets of the Corporation legally available therefor, such dividends and other distributions as may be declared from time to time by the Board and shall share equally on a per share basis in all such dividends and other distributions.

(3) *Liquidation.* In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after payment or provision for payment of the Corporation's debts and any other payments required by law, including without limitation the payment of expenses relating to any liquidation, dissolution or winding up of the Corporation, and subject to the right, if any, of the holders of any outstanding series of Preferred Stock or any class or series of stock having a preference over or the right to participate with the Common Stock as to distributions upon dissolution or liquidation or winding up of the Corporation, the funds and assets of the Corporation that may be legally distributed to the Corporation's stockholders shall be distributed among the holders of the then outstanding Common Stock *pro rata* in accordance with the number of shares of Common Stock held by each such holder. Subject to the rights of the holders of any series of Preferred Stock then outstanding and to the other provisions of this Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock), a merger or consolidation of the Corporation with or into any other corporation or other entity, or a sale or conveyance of all or any part of the assets of the Corporation shall not be deemed to be a voluntary or involuntary liquidation or dissolution or winding up of the Corporation within the meaning of this Article IV, Section (B)(3).

(C) *Preferred Stock.* Subject to the terms of the Stockholders Agreement, the Board is hereby expressly authorized to provide for the issuance from time to time of all or any authorized but unissued shares of Preferred Stock in one or more series, and to fix for each such series the voting powers, full or limited, or no voting powers, and such designations, preferences, and relative, participating or optional rights or other special rights and such qualifications, limitations or restrictions thereof, as shall be stated and expressed in the resolution or resolutions adopted by the Board providing for the issuance of such series, including, without limitation, the authority to provide:

(1) the number of authorized shares in such series, and the distinctive designation of such series;

(2) the dividend rate (or method of determining such rate) on the shares of such series, whether dividends shall be cumulative and, if so, from which date or dates, and the relative preferences or rights of priority, if any, of payment of dividends on shares of such series;

(3) whether such series shall have voting rights, in addition to the voting rights provided by applicable law, and, if so, the number of votes per share and the terms and conditions of such voting rights;

(4) whether such series shall have conversion privileges with respect to shares of any other class or classes of capital stock or any other series of any class of capital stock and, if so, the terms and conditions of conversion, including provision for adjustment of the conversion rate upon such events as the Board shall determine;

(5) whether the shares of such series shall be redeemable and, if so, the terms and conditions of such redemption, including the relative preferences or rights of priority, if any, of redemption, the date or dates upon or after which they shall be redeemable and the amount per share payable in case of redemption, which amount may vary under different conditions and at different redemption dates;

(6) whether such series shall have a sinking fund for the redemption or purchase of shares of such series, and, if so, the terms and amount of such sinking fund;

(7) the rights of the shares of such series in the event of a voluntary or involuntary liquidation, dissolution or winding up of the Corporation, and the relative preferences or rights of priority, if any, of payment of shares of such series;

(8) the conditions or restrictions with respect to the issuance of, payment of dividends upon, or the making of other distributions to, or the acquisition or redemption of, shares ranking junior to the Preferred Stock or to such series thereof with respect to dividends or distribution of assets upon liquidation; and

(9) any other designations, powers, preferences, rights, qualifications, limitations, and restrictions of such series.

Subject to the provisions of this Article IV and to the terms of the Stockholders Agreement, shares of one or more series of Preferred Stock may be authorized or issued from time to time as shall be determined by and for such consideration as shall be fixed by the Board in an aggregate amount not exceeding the total number of shares of Preferred Stock authorized by this Certificate of Incorporation. The powers, designations, preferences and relative, participating, optional and other special rights of the shares of each series of Preferred Stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding.

Unless otherwise provided in the resolution or resolutions providing for the issuance of such series of Preferred Stock (including in any certificate of designation relating to any series of Preferred Stock), shares of Preferred Stock, regardless of series, which shall be issued and thereafter acquired by the Corporation through purchase, redemption, exchange, conversion or otherwise shall return to the status of authorized but unissued shares of Preferred Stock, without designation as to series of Preferred Stock, and the Corporation shall have the right to reissue such shares.

[Unless otherwise agreed in writing by the SoftBank Director (as defined in the Stockholders Agreement), the shares of Preferred Stock shall not in any way limit or modify the rights of SoftBank under Section 2.2(e), Section 2.4, Section 2.7(a), Section 2.7(b), Section 2.7(d)(ii), Section 2.9, Section 2.10, Section 2.11, Section 2.12, Section 3.1, Section 3.2, Section 3.3, Section 3.4, Section 3.5, Section 3.6, Section 4.1, Section 4.2, Section 4.3, Section 4.4, Article 5, Article 6, Article 7, Article 8, Section 10.1(b), Section 10.1(f), Section 11.1, Section 12.1, Section 12.2, Section 12.15 and Section 12.17 (and all definitions used in such Sections and Articles) of the Stockholders Agreement.]<sup>2</sup>

[Unless otherwise agreed in writing by the AHG Director (as defined in the Stockholders Agreement), the shares of Preferred Stock shall not in any way limit or modify the rights of the AHG Stockholders under Section 2.2(e), Section 2.4, Section 2.7(a), Section 2.7(b), Section 2.7(d)(ii), Section 2.9, Section 2.10, Section 2.11, Section 2.12, Section 3.1, Section 3.2, Section 3.3, Section 3.4, Section 3.5, Section 3.6, Section 4.1, Section 4.2, Section 4.3, Section 4.4, Article 5, Article 6, Article 7, Article 8, Section 10.1(b), Section 10.1(f), Section 11.1, Section 12.1, Section 12.2, Section 12.15 and Section 12.17 (and all definitions used in such Sections and Articles) of the Stockholders Agreement.]<sup>3</sup>

(D) Limitation on Issuance of Non-Voting Equity Securities. Notwithstanding anything contained in this Certificate of Incorporation, the Bylaws or the Stockholders Agreement to the contrary, pursuant to Section 1123(a)(6) of the United States Bankruptcy Code, 11 U.S.C. § 1123 (as in effect and as may be amended, supplemented or eliminated in accordance with applicable law from time to time, “Section 1123(a)(6)”), the Corporation shall not issue any nonvoting equity securities (which shall not be deemed to include any warrants or options or similar interests to purchase equity of the Corporation); provided, however, that the foregoing restriction (i) shall have no further force and effect beyond that required by Section 1123(a)(6), (ii) shall have such force and effect, if any, only for so long as such Section 1123(a)(6) is in effect and applicable to the Corporation and (iii) in all events may be amended or eliminated in accordance with applicable law as from time to time in effect. The prohibition on the issuance of nonvoting equity securities is included in this Certificate of Incorporation in compliance with Section 1123(a)(6).

(E) Stockholders Agreement. To the fullest extent permitted by law, each holder of shares of Common Stock and/or Preferred Stock shall be subject to, shall be required to enter into, shall be deemed to have entered into, and shall be deemed to be bound by, that certain Stockholders Agreement, dated on or around [●], 2024, by and among the Corporation and the stockholders of the Corporation (as amended, restated, supplemented or otherwise modified from time to time, the “Stockholders Agreement”), regardless of whether any such holder has executed any of the Stockholders Agreement, and the Stockholders Agreement shall be deemed to be a valid, binding and enforceable obligation of each such holder (including any obligation set forth therein to waive or refrain from exercising any appraisal, dissenters or similar rights), even if such holder has not actually executed and delivered a counterpart signature page to any of the Stockholders Agreement. In addition to any other vote of stockholders of the Corporation

<sup>2</sup> Note to Draft: Subject to the parties’ continuing review and comment.

<sup>3</sup> Note to Draft: Subject to the parties’ continuing review and comment.

or Board approval that may be required by law or by the provisions of this Certificate of Incorporation, so long as the Stockholders Agreement is in effect, whether or not specifically provided for in this Certificate of Incorporation, neither the Corporation nor any of its subsidiaries nor the Board shall take any action that under the terms of the Stockholders Agreement first requires a vote, consent or approval from one or more holders of shares of Common Stock and/or members of the Board to be obtained, without first obtaining such required vote, consent or approval. Until such time as no longer required pursuant to the terms of the Stockholders Agreement, the Corporation shall not issue any shares of Common Stock or Preferred Stock (including on exercise of any purchase, exchange or conversion right in any option, warrant or other convertible security) to, and no stockholder of the Corporation shall transfer any shares of Common Stock or Preferred Stock (whether by sale, gift, inheritance or other transfer or through the exercise or conversion of warrants, options or other convertible securities, by operation of law or otherwise) to, any person who does not as a precondition to such issuance or transfer execute and deliver a joinder to the Stockholders Agreement in compliance with the terms thereof (unless such person is already a party thereto), and any such proposed issuance or transfer in violation hereof or thereof shall be null and void *ab initio*. If any provisions of this Article IV or the application thereof to any person or circumstance is held invalid or unenforceable to any extent, the remainder of the provisions of Article IV and the application of such provisions to other persons and circumstances shall not be affected thereby and such provisions shall be enforced to the greatest extent permitted by law. The Secretary of the Corporation shall maintain a copy of the Stockholder Agreement at the principal place of business of the Corporation and the Corporation will furnish without charge to each holder of record of shares of Common Stock and/or Preferred Stock a copy of the Stockholders Agreement upon written request to the Corporation at its principal place of business.

(F) Transfers of Capital Stock. The Corporation shall not record upon its books any sale or other transfer, assignment or other disposition of shares of Common Stock, Preferred Stock or other securities except in accordance with the applicable provisions of this Certificate of Incorporation, the Bylaws and the Stockholders Agreement. Any purported sale, transfer, assignment or other disposition of shares of Common Stock, Preferred Stock or other securities in violation of such provisions shall be void *ab initio* and shall not be recognized by the Corporation for any purpose.

## ARTICLE V. Board of Directors

The business and affairs of the Corporation shall be managed by or under the direction of the Board as provided in the Bylaws and the Stockholders Agreement. The number of directors of the Corporation shall be as fixed by, or in the manner provided in, the Bylaws and the Stockholders Agreement.

Each director shall be entitled to one vote on each matter presented to the Board; provided, however, that, so long as certain holders of shares of Common Stock are entitled to designate a director pursuant to the Stockholders Agreement, the affirmative vote of the designated directors, to the extent required by the Stockholders Agreement, shall be required for the authorization by the Board of any of the matters set forth in the Stockholders Agreement.

## ARTICLE VI. Stockholder Action

(A) Election of Directors. The holders of the shares of Common Stock shall have the right and power to elect all directors of the Corporation by vote of holders of a plurality of the votes cast of the shares of Common Stock present in person or represented by proxy at any meeting at which a quorum is present called for the purpose of electing directors. Elections of directors need not be by written ballot except and to the extent provided in the Bylaws.

(B) Advance Notice. Advance notice of nominations for the election of directors or proposals or other business to be considered by stockholders, which are made by any stockholder of the Corporation, shall be given in the manner and to the extent provided in the Bylaws.

(C) Stockholder Action. Any action required or permitted to be taken by the stockholders of the Corporation may be effected (i) at a duly called annual or special meeting of stockholders of the Corporation or (ii) by written consent of such stockholders in lieu of a meeting of stockholders without prior notice and without a vote.

Notwithstanding the foregoing, any action required or permitted to be taken by the holders of Preferred Stock, voting separately as a series or separately as a class with one or more other such series, may be taken without a meeting, without prior notice and without a vote, to the extent expressly so provided by the applicable certificate of designation relating to such series of Preferred Stock.

## **ARTICLE VII.** **Limitation of Director and Officer Liability**

To the fullest extent permitted by the DGCL, as the same exists or may hereafter be amended, a director or officer of the Corporation shall not be personally liable either to the Corporation or to any of its stockholders for monetary damages for breach of fiduciary duty as a director or officer (as applicable). If the DGCL hereafter is amended to further eliminate or limit the liability of a director or officer, then a director or officer of the Corporation, in addition to the circumstances in which a director or officer is not personally liable as set forth in the preceding sentence, shall not be liable to the fullest extent permitted by the amended DGCL.

Any amendment, repeal or elimination of the foregoing provisions of this Article VII will be prospective only and shall not adversely affect any right or protection of a director or officer of the Corporation existing at the time of, or increase the liability of any director or officer of the Corporation with respect to any acts or omissions of such director or officer occurring prior to, such amendment, repeal or elimination.

## **ARTICLE VIII.** **Indemnification**

(A) Definitions. For purposes of this Article VIII, the following terms shall have the meanings set forth below:

(1) “Action” means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative.

(2) “Indemnified Party” means any person who is or was a party or is threatened to be made a party to any Action by reason of the fact that such person is or was a Director or executive officer (for the purposes of this Article VIIIError! Reference source not found. “executive officers” has the meaning defined in Rule 3b-7 promulgated under the Securities Exchange Act of 1934, as amended) of the Corporation (which shall include actions taken in connection with or relating to the incorporation of the Corporation) or, while a Director or executive officer of the Corporation, is or was serving at the request of the Corporation as a Director, executive officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, including any employee benefit plan of the Corporation.

(3) “Director” means any director of the Board.

(B) Indemnification. The Corporation, as the indemnitor of first resort, shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any Indemnified Party against any and all liability and loss suffered and expenses (including attorneys’ fees), judgements, fines (including ERISA excise taxes or penalties) and amounts paid in settlement reasonably incurred by such Indemnified Party. Notwithstanding the preceding sentence or any other provision of this Certificate of Incorporation or the Bylaws, except as provided in Part (E) of this Article VIII, the Corporation shall not be obligated pursuant to terms of this Certificate of Incorporation:

(1) to indemnify any Indemnified Party hereunder for acts, omissions or transactions for which the Indemnified Party is prohibited from receiving indemnification under this Certificate of Incorporation or applicable law; provided, however, that notwithstanding any limitation set forth in this Part (B) Section (1) of this Article VIII regarding the Corporation’s obligation to provide indemnification, any Indemnified Party shall be entitled under, and pursuant to the terms of, Part (D) of this Article VIII to receive expenses payable in advance hereunder with respect to any such Action unless and until a court having jurisdiction over the Action shall have made a final judicial determination (as to which all rights of appeal therefrom have been exhausted or lapsed) that the Indemnified Party

has engaged in acts, omissions or transactions for which the Indemnified Party is prohibited from receiving indemnification under this Certificate of Incorporation or applicable law.

(2) to indemnify or pay expenses in advance pursuant to Part (D) of this Article VIII to any Indemnified Party with respect to Actions initiated or brought voluntarily by the Indemnified Party and not by way of defense, counterclaim or crossclaim, except (i) with respect to actions or proceedings brought to establish or enforce a right to indemnification and the payment of expenses in advance pursuant to Part (D) of this Article VIII under this Certificate of Incorporation or any other agreement or insurance policy or under this Certificate of Incorporation or the Bylaws nor or hereafter in effect relating to Actions, (ii) with respect to any other such Action initiated or brought voluntarily by the Indemnified Party and not by way of defense, counterclaim or crossclaim, if the Board has approved the initiation or bringing of such Action, or (iii) as otherwise required under Section 145 of the DGCL.

(3) to indemnify any Indemnified Party in respect to remuneration paid to the Indemnified Party if it shall be determined by final judgment or final adjudication that such remuneration was in violation of law.

(4) to indemnify any Indemnified Party for any amounts paid in settlement of any action or claim without the Corporation's written consent (which consent shall not be unreasonably withheld, conditioned or delayed).

(C) Determination. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that the indemnification of Indemnified Party is proper in the circumstances because such Indemnified Party has met the applicable standard of conduct set forth in subsections (a) and (b) of section 145 of the DGCL, as the case may be; provided, that the termination of any Action, shall not, of itself, create a presumption that the Indemnified Party did not act in good faith and in a manner which the Indemnified Party reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the Indemnified Party's conduct was unlawful. Such determination shall be made, with respect to an Indemnified Party who is a Director or officer at the time of such determination, (a) by a majority vote of the Directors who are not parties to such Action, even though less than a quorum, or (b) by a committee of such Directors designated by a majority vote of such Directors, even though less than a quorum, or (c) if there are no such Directors, or if such Directors so direct, by independent legal counsel in a written opinion or (d) by the holders of a majority of the total voting power of the outstanding shares of capital stock of the Corporation entitled to vote in the election of Directors, voting together as a single class. Such determination shall be made, with respect to former Directors or officers, by any person or persons having the authority to act on the matter on behalf of the Corporation. To the extent, however, that a present or former Indemnified Party of the Corporation has been successful on the merits or otherwise in defense of any Action or in defense of any claim, issue or matter therein, such Indemnified Party shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such Indemnified Party in connection therewith, without the necessity of authorization in the specific case. For purposes of any determination under this Part (C) of Article VIII, a person shall be deemed to have acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe such person's conduct was unlawful, if such person's action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to such person by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The provisions of the preceding sentence shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in subsections (a) and (b) of section 145 of the DGCL, as the case may be.

(D) Expenses Payable in Advance. Expenses (including, without limitation, attorneys' fees) incurred by an Indemnified Party in defending any Action shall be paid by the Corporation in advance of the final disposition of such Action upon receipt of an undertaking by or on behalf of such Indemnified Party to repay such amount if it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

(E) Claim. If a claim for indemnification under this Article VIII (following the final disposition of such proceeding) is not paid in full within sixty (60) days after the Corporation has received a claim therefor by the Indemnified Party, or if a claim for any advancement of expenses under this Article VIII is not paid in full within thirty (30) days after the Corporation has received a statement or statements requesting such amounts to be advanced, the Indemnified Party shall thereupon (but not before) be entitled to file suit to recover the unpaid amount of such claim. If successful in whole or in part, the Indemnified Party shall be entitled to be paid the expense of prosecuting such claim to the fullest extent permitted by law. In any such action, the Corporation shall have the burden of proving that the Indemnified Party is not entitled to the requested indemnification or advancement of expenses under applicable law.

(F) Non-Exclusivity of Rights; Survival. The rights conferred on any Indemnified Party by this Article VIII are not exclusive of other rights arising under the Bylaws, the Stockholders Agreement, any other agreement, vote of directors or stockholders or otherwise. The rights conferred on any Indemnified Party by this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person. Any amendment, repeal or elimination of the foregoing provisions of this Article VIII will be prospective only and shall not adversely affect any right or protection of an Indemnified Party existing at the time of, or increase the liability of any Indemnified Party with respect to any acts or omissions of such Indemnified Party occurring prior to, such amendment, repeal or elimination.

## **ARTICLE IX.** **Corporate Opportunities**

The Corporation hereby renounces, to the fullest extent permitted by law, any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An “Excluded Opportunity” is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of (i) any director of the Corporation who is designated by any Stockholder and is not an employee of the Corporation or any of its subsidiaries, or (ii) any holder of shares of Common Stock and/or Preferred Stock or any partner, member, director, stockholder, employee, affiliate or agent of any such holder, other than someone who is an officer or employee of the Corporation or any of its subsidiaries (collectively, the persons referred to in clauses (i) and (ii) are “Covered Persons”), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person’s capacity as a director of the Corporation while such Covered Person is performing services in such capacity; provided, that, such matter, transaction or interest shall not be deemed to belong to the Corporation if it is a matter, transaction or interest that[, as determined in the Board’s sole discretion,] the Corporation is not financially able or contractually permitted or legally able to undertake, or that is, from its nature, not in the line of the Corporation’s business or is of no practical advantage to it or that is one in which the Corporation has no interest or reasonable expectancy. Furthermore, it shall not be deemed a breach of any fiduciary or other duties, if any, whether express or implied, for any Covered Person to engage in a business opportunity in preference or to the exclusion of the Corporation, and such Covered Person shall have no obligation to (a) disclose to the Corporation or any of its subsidiaries any information related to its business or opportunities, (b) disclose to the Corporation or the Board any confidential information regarding any corporate opportunity or other potential investment in such Covered Person’s possession even if it is material and relevant to the Corporation and/or the Board, (c) present business opportunities to the Corporation, (d) refrain from engaging in any line of business or (e) refrain from investing in or doing business with any person. Any person or entity purchasing or otherwise acquiring or holding any interest in shares of the capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article IX. Notwithstanding the foregoing, a corporate opportunity offered to (i) the Board or (ii) any person who is a member of the Board (but only to the extent such opportunity is expressly offered to such person solely in such person’s capacity as member of the Board) will belong, in each case, to the Corporation.

Any amendment, repeal, modification or elimination of the foregoing provisions of this Article IX shall only be prospective and shall not affect the rights under this Article IX in effect at the time of the occurrence of any actions or omissions to act giving rise to liability.

**ARTICLE X.**  
**Business Combinations**

The Corporation hereby elects not to be governed by, or subject to, Section 203 of the DGCL.

**ARTICLE XI.**  
**Amendment of Certificate of Incorporation**

[In furtherance and not in limitation of the powers conferred by applicable law, but subject to the provisions of the Stockholders Agreement, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed in this Certificate of Incorporation, the Stockholders Agreement or the DGCL, and all rights herein conferred upon stockholders are granted subject to such reservation. Notwithstanding the foregoing and any other provision of this Certificate of Incorporation and in addition to any other vote that may be required by applicable law, the affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of the Corporation's issued and outstanding shares of capital stock entitled to vote generally in the election of directors, voting together as a single class, shall be required to amend, alter, change or repeal any provision of this Certificate of Incorporation (other than pursuant to a certificate of correction filed with the Delaware Secretary of State in accordance with Section 103 of the DGCL); provided, that any amendment, alteration, change or repeal of any provision of the Certificate of Incorporation (i) that is, by its terms or effect, material, disproportionate, and adverse to a specific stockholder or group of stockholders, will also require the affirmative vote of such stockholder or group of stockholders holding a majority of shares held by such group of stockholders; (ii) that would, by its terms or effect, impact any rights or obligations of SoftBank (as defined in the Stockholders Agreement) under Section 2.2(f), Section 2.4, Section 2.7(a), Section 2.7(b), Section 2.7(d)(iii), Section 2.9, Section 2.10, Section 2.11, Section 2.12, Section 3.1, Section 3.2, Section 3.3, Section 3.4, Section 3.5, Section 3.6, Section 4.1, Section 4.2, Section 4.3, Section 4.4, Article 5, Article 6, Article 7, Article 8, Section 10.1(b), Section 10.1(f), Section 11.1, Section 12.1, Section 12.2, Section 12.15 and Section 12.17 (and all definitions used in such Sections and Articles) of the Stockholders Agreement will also require the consent of the SoftBank Director for so long as the SoftBank Approval Right (as defined in the Stockholders Agreement) is in effect and (iii) that would, by its terms or effect, impact any rights or obligations any of the AHG Stockholders (as defined in the Stockholders Agreement) under Section 2.2(e), Section 2.4, Section 2.7(a), Section 2.7(b), Section 2.7(d)(ii), Section 2.9, Section 2.10, Section 2.11, Section 2.12, Section 3.1, Section 3.2, Section 3.3, Section 3.4, Section 3.5, Section 3.6, Section 4.1, Section 4.2, Section 4.3, Section 4.4, Article 5, Article 6, Article 7, Article 8, Section 10.1(b), Section 10.1(f), Section 11.1, Section 12.1, Section 12.2, Section 12.15 and Section 12.17 (and all definitions used in such Sections and Articles) of the Stockholders Agreement will also require the consent of the AHG Director for so long as the AHG Approval Right (as defined in the Stockholders Agreement) is in effect.]<sup>4</sup>

Notwithstanding the foregoing, except as required by law and subject to the Stockholders Agreement, holders of Common Stock shall not be entitled to vote on any amendment to this Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock) or pursuant to the DGCL.

**ARTICLE XII.**  
**Inconsistent Provisions**

To the fullest extent permitted by law, if there is any conflict between the provisions of the Stockholders Agreement, on one hand, and this Certificate of Incorporation or the Bylaws, on the other hand, the provisions of the Stockholders Agreement will prevail unless such prevalence would be in contravention of the requirements of the DGCL or applicable law.

<sup>4</sup> Note to Draft: Subject to the parties' continuing review and comment.

### **ARTICLE XIII.** **Forum Selection**

Unless the Corporation (through the approval of the Board acting in good faith) consents in writing to the selection of an alternative forum, the Court of Chancery in the State of Delaware (or, if and only if the Court of Chancery of the State of Delaware lacks subject matter jurisdiction, any state court located within the State of Delaware or, if and only if all such state courts lack subject matter jurisdiction, the federal district court for the District of Delaware) and any appellate court therefrom shall, to the fullest extent permitted by law, shall be the sole and exclusive forum for any stockholder (including a beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of duty (including any fiduciary duty) by, or other wrongdoing by, any current or former director, officer, agent or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation, its directors, officers or employees arising pursuant to any provision of the DGCL or this Certificate of Incorporation or the Bylaws, (iv) any action asserting a claim against the Corporation or any current or former director, officer, employee, agent or stockholder of the Corporation arising out of or relating to any provision of the DGCL, this Certificate of Incorporation or the Bylaws, (v) any action to interpret, apply, enforce or determine the validity of this Certificate of Incorporation or the Bylaws, (vi) any action asserting a claim against the Corporation, its current or former directors, officers, agents or employees governed by the internal affairs doctrine or that otherwise relates to the internal affairs of the Corporation or (vii) any action asserting an "internal corporate claim" as that term is defined in Section 115 of the DGCL, except for, as to each of (i) through (vii) above, any claim as to which the Court of Chancery determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten (10) days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or for which the Court of Chancery does not have subject matter jurisdiction. Any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the personal jurisdiction of the state and federal courts located within the State of Delaware. Unless the Corporation (through approval of the Board acting in good faith) consents in writing to the selection of an alternative forum, the federal district courts of the United States of America, to the fullest extent permitted by law, shall be the sole and exclusive forum for the resolution of any action asserting a cause of action arising under the U.S. Securities Act of 1933, as amended.

### **ARTICLE XIV.** **Miscellaneous**

If any provision or provisions of this Certificate of Incorporation shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (i) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Certificate of Incorporation (including, without limitation, each portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not, to the fullest extent permitted by applicable law, in any way be affected or impaired thereby and (ii) to the fullest extent permitted by applicable law, the provisions of this Certificate of Incorporation (including, without limitation, each such portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal liability in respect of their good faith service to or for the benefit of the Corporation to the fullest extent permitted by law.

\* \* \*

**IN WITNESS WHEREOF**, the Corporation has caused this Amended and Restated Certificate of Incorporation to be executed on its behalf on [●], 2024.

**WEWORK INC.**

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

**Exhibit D-2a**

**Redline to the Previously Filed  
Form of the New Certificate of Incorporation**

**AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION  
OF  
WEWORK INC.<sup>1</sup>**

Pursuant to Section 303 of the  
General Corporation Law of the State of Delaware

[WeWork Inc.] (the “Corporation”), a corporation organized and existing under the General Corporation Law of the State of Delaware (as it now exists or may hereinafter be amended and supplemented, the “DGCL”), does hereby certify as follows:

1. The name of the Corporation is [WeWork Inc.]. The Corporation was originally incorporated under the name “BowX Acquisition Corp.” by the filing of its Certificate of Incorporation with the office of the Secretary of State of the State of Delaware (the “Delaware Secretary”) on May 19, 2020 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “Original Certificate of Incorporation”).<sup>2</sup>

2. On November 6, 2023, the Corporation and certain of its direct and indirect subsidiaries (collectively, the “Debtors”) filed voluntary petitions for relief under Chapter 11 (the “Chapter 11 Cases”) of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”). This Amended and Restated Certificate of Incorporation was duly adopted without the need for the approval of the board of directors or the stockholders of the Corporation in accordance with Section 303 of the DGCL pursuant to and in accordance with the Fourth Amended Joint Chapter 11 Plan of Reorganization of WeWork Inc. and its Debtor Subsidiaries, Docket No. [●], as confirmed on [●], 2024 by order of the Bankruptcy Court in the Chapter 11 Cases jointly administered under the caption *In re: WeWork Inc., et al.*, Case No. 23-19865 (JKS). Provision for amending and restating the Corporation’s Original Certificate of Incorporation is contained in the order of the Bankruptcy Court having jurisdiction under the Bankruptcy Code for the reorganization of the Corporation.

3. The text of the Original Certificate of Incorporation is hereby amended and restated in its entirety as follows:

**ARTICLE I.  
Name**

~~+ THIS DRAFT IS SUBJECT TO CONTINUING DUE DILIGENCE AND THE PARTIES’ CONTINUING REVIEW AND COMMENT IN ALL RESPECTS. THIS DRAFT IS NOT INTENDED NOR SHALL IT BE DEEMED TO CREATE A LEGALLY BINDING OR ENFORCEABLE AGREEMENT OF ANY TYPE OR NATURE UNLESS AND UNTIL FINALIZED AND AGREED UPON BY CUPAR AND EACH OF THE OTHER PARTIES.~~

~~In addition, this draft is subject to the review and comment by Potter Anderson, Delaware counsel to Cupar, in all respects.<sup>1</sup> THIS DRAFT IS SUBJECT TO CONTINUING DUE DILIGENCE AND THE PARTIES’ CONTINUING REVIEW AND COMMENT IN ALL RESPECTS, INCLUDING THE REVIEW AND COMMENT BY DELAWARE COUNSEL. THIS DRAFT IS NOT INTENDED NOR SHALL IT BE DEEMED TO CREATE A LEGALLY BINDING OR ENFORCEABLE AGREEMENT OF ANY TYPE OR NATURE UNLESS AND UNTIL FINALIZED AND AGREED UPON BY THE PARTIES.~~

~~<sup>2</sup> Note to Draft: To be updated depending on final structure.~~

The name of the corporation is WeWork Inc. (the “Corporation”).

## **ARTICLE II. Offices and Records**

The address of the registered office of the Corporation in the State of Delaware is [251 Little Falls Drive, in the City of Wilmington, County of New Castle, Delaware 19808, and the name of its registered agent at such address is Corporation Service Company]. The books of the Corporation may be kept (subject to any provision of applicable law) outside of the State of Delaware at such place or places or in such manner or manners as may be designated from time to time by the Board of Directors of the Corporation (the “Board”) or as provided in the Corporation’s Amended and Restated Bylaws (as amended, restated, supplemented or otherwise modified from time to time, the “Bylaws”).

## **ARTICLE III. Purpose**

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware (as it now exists or may hereafter be amended and supplemented, the “DGCL”).

## **ARTICLE IV. Capital Stock**

(A) Authorized Capital Stock. The total number of shares of all classes of capital stock which the Corporation shall have authority to issue is [●] shares of capital stock, which will be divided into the following classes: (i) [●] shares will be of a class designated Common Stock, par value \$0.0001 per share (“Common Stock”), and (ii) [●] shares will be of a class designated Preferred Stock, par value \$0.0001 per share (“Preferred Stock”).

Except as otherwise provided in this Article IV, or any amendments thereto, all shares of Common Stock shall be identical and shall entitle the holders thereof to the same rights and privileges.

Subject to terms of the Stockholders Agreement (as defined below), the rights and preferences of the shares of Common Stock and Preferred Stock may be set forth in this Amended and Restated Certificate of Incorporation (as amended, restated, supplemented or otherwise modified from time to time, the “Certificate of Incorporation”) or one or more certificates of designations filed with the Secretary of State of the State of Delaware from time to time in accordance with the DGCL and this Certificate of Incorporation. The number of authorized shares of Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) from time to time by the affirmative vote of the holders of at least a majority of the voting power of the Corporation’s then outstanding shares of capital stock entitled to vote thereon, voting together as a single class, irrespective of the provisions of Section 242(b)(2) of the DGCL (or any successor provision thereto), and no vote of the holders of shares of Common Stock or Preferred Stock voting separately as a class or series shall be required therefor unless a vote of any such holder is required pursuant to this Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock).

(B) Common Stock. ~~Subject to the rights of holders of any series of Preferred Stock then outstanding, the~~ The voting powers, designations, preferences and relative, participating, optional or other special rights and such qualifications, limitations or restrictions of Common Stock, in addition to those set forth elsewhere herein or in the Stockholders Agreement, are as follows:

(1) Voting Rights. Each holder of shares of Common Stock, as such, shall be entitled to vote at all meetings of the stockholders and to cast one vote for each outstanding share of Common Stock held of record by such holder on all matters on which stockholders are entitled to vote generally; provided, however, that, to the fullest extent permitted by law and except as otherwise required by law, holders of shares of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock) that relates solely to the terms of one or more outstanding

series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation, any certificate of designation relating to any series of Preferred Stock or the DGCL. There shall be no cumulative voting.

(2) *Dividends and Distributions.* Subject to applicable law and the preferences or prior rights of the holders of any shares of Preferred Stock at the time outstanding having a preference over or prior rights as to dividends or other distributions, the holders of shares of Common Stock, as such, shall be entitled to receive, when, as and if declared by the Board (subject to the Stockholders Agreement), out of the assets of the Corporation legally available therefor, such dividends and other distributions as may be declared from time to time by the Board and shall share equally on a per share basis in all such dividends and other distributions.

(3) *Liquidation.* In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after payment or provision for payment of the Corporation's debts and any other payments required by law, including without limitation the payment of expenses relating to any liquidation, dissolution or winding up of the Corporation, and subject to the right, if any, of the holders of any outstanding series of Preferred Stock or any class or series of stock having a preference over or the right to participate with the Common Stock as to distributions upon dissolution or liquidation or winding up of the Corporation, the funds and assets of the Corporation that may be legally distributed to the Corporation's stockholders shall be distributed among the holders of the then outstanding Common Stock *pro rata* in accordance with the number of shares of Common Stock held by each such holder. Subject to the rights of the holders of any series of Preferred Stock then outstanding and to the other provisions of this Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock), a merger or consolidation of the Corporation with or into any other corporation or other entity, or a sale or conveyance of all or any part of the assets of the Corporation shall not be deemed to be a voluntary or involuntary liquidation or dissolution or winding up of the Corporation within the meaning of this Article IV, Section (B)(3).

(C) Preferred Stock. Subject to the terms of the Stockholders Agreement, the Board is hereby expressly authorized to provide for the issuance from time to time of all or any authorized but unissued shares of Preferred Stock in one or more series, and to fix for each such series the voting powers, full or limited, or no voting powers, and such designations, preferences, and relative, participating or optional rights or other special rights and such qualifications, limitations or restrictions thereof, as shall be stated and expressed in the resolution or resolutions adopted by the Board providing for the issuance of such series, including, without limitation, the authority to provide:

(1) the number of authorized shares in such series, and the distinctive designation of such series;

(2) the dividend rate (or method of determining such rate) on the shares of such series, whether dividends shall be cumulative and, if so, from which date or dates, and the relative preferences or rights of priority, if any, of payment of dividends on shares of such series;

(3) whether such series shall have voting rights, in addition to the voting rights provided by applicable law, and, if so, the number of votes per share and the terms and conditions of such voting rights;

(4) whether such series shall have conversion privileges with respect to shares of any other class or classes of capital stock or any other series of any class of capital stock and, if so, the terms and conditions of conversion, including provision for adjustment of the conversion rate upon such events as the Board shall determine;

(5) whether the shares of such series shall be redeemable and, if so, the terms and conditions of such redemption, including the relative preferences or rights of priority, if any, of redemption, the date or dates upon or after which they shall be redeemable and the amount per share payable in case of redemption, which amount may vary under different conditions and at different redemption dates;

(6) whether such series shall have a sinking fund for the redemption or purchase of shares of such series, and, if so, the terms and amount of such sinking fund;

(7) the rights of the shares of such series in the event of a voluntary or involuntary liquidation, dissolution or winding up of the Corporation, and the relative preferences or rights of priority, if any, of payment of shares of such series;

(8) the conditions or restrictions with respect to the issuance of, payment of dividends upon, or the making of other distributions to, or the acquisition or redemption of, shares ranking junior to the Preferred Stock or to such series thereof with respect to dividends or distribution of assets upon liquidation; and

(9) any other designations, powers, preferences, rights, qualifications, limitations, and restrictions of such series.

Subject to the provisions of this Article IV and to the terms of the Stockholders Agreement, shares of one or more series of Preferred Stock may be authorized or issued from time to time as shall be determined by and for such consideration as shall be fixed by the Board in an aggregate amount not exceeding the total number of shares of Preferred Stock authorized by this Certificate of Incorporation. The powers, designations, preferences and relative, participating, optional and other special rights of the shares of each series of Preferred Stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding.

Unless otherwise provided in the resolution or resolutions providing for the issuance of such series of Preferred Stock (including in any certificate of designation relating to any series of Preferred Stock), shares of Preferred Stock, regardless of series, which shall be issued and thereafter acquired by the Corporation through purchase, redemption, exchange, conversion or otherwise shall return to the status of authorized but unissued shares of Preferred Stock, without designation as to series of Preferred Stock, and the Corporation shall have the right to reissue such shares.

[Unless otherwise agreed in writing by the SoftBank Director (as defined in the Stockholders Agreement), the shares of Preferred Stock shall not in any way limit or modify the rights of SoftBank under Section 2.2(e), Section 2.4, Section 2.7(a), Section 2.7(b), Section 2.7(d)(ii), Section 2.9, Section 2.10, Section 2.11, Section 2.12, Section 3.1, Section 3.2, Section 3.3, Section 3.4, Section 3.5, Section 3.6, Section 4.1, Section 4.2, Section 4.3, Section 4.4, Article 5, Article 6, Article 7, Article 8, Section 10.1(b), Section 10.1(f), Section 11.1, Section 12.1, Section 12.2, Section 12.15 and Section 12.17 (and all definitions used in such Sections and Articles) of the Stockholders Agreement.]<sup>2</sup>

[Unless otherwise agreed in writing by the AHG Director (as defined in the Stockholders Agreement), the shares of Preferred Stock shall not in any way limit or modify the rights of the AHG Stockholders under Section 2.2(e), Section 2.4, Section 2.7(a), Section 2.7(b), Section 2.7(d)(ii), Section 2.9, Section 2.10, Section 2.11, Section 2.12, Section 3.1, Section 3.2, Section 3.3, Section 3.4, Section 3.5, Section 3.6, Section 4.1, Section 4.2, Section 4.3, Section 4.4, Article 5, Article 6, Article 7, Article 8, Section 10.1(b), Section 10.1(f), Section 11.1, Section 12.1, Section 12.2, Section 12.15 and Section 12.17 (and all definitions used in such Sections and Articles) of the Stockholders Agreement.]<sup>3</sup>

(D) Limitation on Issuance of Non-Voting Equity Securities. Notwithstanding anything contained in this Certificate of Incorporation, the Bylaws or the Stockholders Agreement to the contrary, pursuant to Section 1123(a)(6) of the United States Bankruptcy Code, 11 U.S.C. § 1123 (as in effect and as may be amended, supplemented or eliminated in accordance with applicable law from time to time, “Section 1123(a)(6)”), the Corporation shall not issue any nonvoting equity securities (which shall not be deemed to include any warrants or options or similar interests to purchase equity of the Corporation); provided, however, that the foregoing restriction

<sup>2</sup> Note to Draft: Subject to the parties’ continuing review and comment.

<sup>3</sup> Note to Draft: Subject to the parties’ continuing review and comment.

(i) shall have no further force and effect beyond that required by Section 1123(a)(6), (ii) shall have such force and effect, if any, only for so long as such Section 1123(a)(6) is in effect and applicable to the Corporation and (iii) in all events may be amended or eliminated in accordance with applicable law as from time to time in effect. The prohibition on the issuance of nonvoting equity securities is included in this Certificate of Incorporation in compliance with Section 1123(a)(6).

(E) Stockholders Agreement. To the fullest extent permitted by law, each holder of shares of Common Stock and/or Preferred Stock shall be subject to, shall be required to enter into, shall be deemed to have entered into, and shall be deemed to be bound by, that certain Stockholders Agreement, dated on or around [●], 2024, by and among the Corporation and the stockholders of the Corporation (as amended, restated, supplemented or otherwise modified from time to time, the “Stockholders Agreement”), regardless of whether any such holder has executed any of the Stockholders Agreement, and the Stockholders Agreement shall be deemed to be a valid, binding and enforceable obligation of each such holder (including any obligation set forth therein to waive or refrain from exercising any appraisal, dissenters or similar rights), even if such holder has not actually executed and delivered a counterpart signature page to any of the Stockholders Agreement. In addition to any other vote of stockholders of the Corporation or Board approval that may be required by law or by the provisions of this Certificate of Incorporation, so long as the Stockholders Agreement is in effect, whether or not specifically provided for in this Certificate of Incorporation, neither the Corporation nor any of its subsidiaries nor the Board shall take any action that under the terms of the Stockholders Agreement first requires a vote, consent or approval from one or more holders of shares of Common Stock and/or members of the Board to be obtained, without first obtaining such required vote, consent or approval. Until such time as no longer required pursuant to the terms of the Stockholders Agreement, the Corporation shall not issue any shares of Common Stock or Preferred Stock (including on exercise of any purchase, exchange or conversion right in any option, warrant or other convertible security) to, and no stockholder of the Corporation shall transfer any shares of Common Stock or Preferred Stock (whether by sale, gift, inheritance or other transfer or through the exercise or conversion of warrants, options or other convertible securities, by operation of law or otherwise) to, any person who does not as a precondition to such issuance or transfer execute and deliver a joinder to the Stockholders Agreement in compliance with the terms thereof (unless such person is already a party thereto), and any such proposed issuance or transfer in violation hereof or thereof shall be null and void *ab initio*. If any provisions of this Article IV or the application thereof to any person or circumstance is held invalid or unenforceable to any extent, the remainder of the provisions of Article IV and the application of such provisions to other persons and circumstances shall not be affected thereby and such provisions shall be enforced to the greatest extent permitted by law. The Secretary of the Corporation shall maintain a copy of the Stockholder Agreement at the principal place of business of the Corporation and the Corporation will furnish without charge to each holder of record of shares of Common Stock and/or Preferred Stock a copy of the Stockholders Agreement upon written request to the Corporation at its principal place of business.

(F) Transfers of Capital Stock. The Corporation shall not record upon its books any sale or other transfer, assignment or other disposition of shares of Common Stock, Preferred Stock or other securities except in accordance with the applicable provisions of this Certificate of Incorporation, the Bylaws and the Stockholders Agreement. Any purported sale, transfer, assignment or other disposition of shares of Common Stock, Preferred Stock or other securities in violation of such provisions shall be void *ab initio* and shall not be recognized by the Corporation for any purpose.

## ARTICLE V. Board of Directors

The business and affairs of the Corporation shall be managed by or under the direction of the Board as provided in the Bylaws and the Stockholders Agreement. The number of directors of the Corporation shall be as fixed by, or in the manner provided in, the Bylaws and the Stockholders Agreement.

Each director shall be entitled to one vote on each matter presented to the Board; provided, however, that, so long as certain holders of shares of Common Stock are entitled to designate a director pursuant to the Stockholders Agreement, the affirmative vote of the designated directors, to the extent required by the Stockholders

Agreement, shall be required for the authorization by the Board of any of the matters set forth in the Stockholders Agreement.

## **ARTICLE VI.** **Stockholder Action**

(A) Election of Directors. The holders of the shares of Common Stock shall have the right and power to elect all directors of the Corporation by vote of holders of a plurality of the votes cast of the shares of Common Stock present in person or represented by proxy at any meeting at which a quorum is present called for the purpose of electing directors; ~~provided, however, that the holders of shares of Common Stock shall be required to vote their shares of Common Stock to elect as directors those individuals that are designated in accordance with the terms of the Stockholders Agreement.~~ Elections of directors need not be by written ballot except and to the extent provided in the Bylaws.

(B) Advance Notice. Advance notice of nominations for the election of directors or proposals or other business to be considered by stockholders, which are made by any stockholder of the Corporation, shall be given in the manner and to the extent provided in the Bylaws.

(C) Stockholder Action. Any action required or permitted to be taken by the stockholders of the Corporation may be effected (i) at a duly called annual or special meeting of stockholders of the Corporation or (ii) by written consent of such stockholders in lieu of a meeting of stockholders without prior notice and without a vote.

Notwithstanding the foregoing, any action required or permitted to be taken by the holders of Preferred Stock, voting separately as a series or separately as a class with one or more other such series, may be taken without a meeting, without prior notice and without a vote, to the extent expressly so provided by the applicable certificate of designation relating to such series of Preferred Stock.

## **ARTICLE VII.** **Limitation of Director and Officer Liability**

To the fullest extent permitted by the DGCL, as the same exists or may hereafter be amended, a director or officer of the Corporation shall not be personally liable either to the Corporation or to any of its stockholders for monetary damages for breach of fiduciary duty as a director or officer (as applicable). If the DGCL hereafter is amended to further eliminate or limit the liability of a director or officer, then a director or officer of the Corporation, in addition to the circumstances in which a director or officer is not personally liable as set forth in the preceding sentence, shall not be liable to the fullest extent permitted by the amended DGCL.

Any amendment, repeal or elimination of the foregoing provisions of this Article VII will be prospective only and shall not adversely affect any right or protection of a director or officer of the Corporation existing at the time of, or increase the liability of any director or officer of the Corporation with respect to any acts or omissions of such director or officer occurring prior to, such amendment, repeal or elimination.

## **ARTICLE VIII.** **Indemnification**

(A) Definitions. For purposes of this Article VIII, the following terms shall have the meanings set forth below:

(1) “Action” means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative.

(2) “Indemnified Party” means any person who is or was a party or is threatened to be made a party to any Action by reason of the fact that such person is or was a Director or executive officer (for the purposes of this Article VIII~~Error! Reference source not found.~~ “executive officers” has the meaning defined in Rule 3b-7

promulgated under the ~~1934 Securities Exchange~~ Act of 1934, as amended) of the Corporation (which shall include actions taken in connection with or relating to the incorporation of the Corporation) or, while a Director or executive officer of the Corporation, is or was serving at the request of the Corporation as a Director, executive officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, including any employee benefit plan of the Corporation.

(3) “Director” means any director of the Board.

(B) Indemnification. The Corporation, as the indemnitor of first resort, shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any Indemnified Party against any and all liability and loss suffered and expenses (including attorneys' fees), judgements, fines (including ERISA excise taxes or penalties) and amounts paid in settlement reasonably incurred by such Indemnified Party. Notwithstanding the preceding sentence or any other provision of this Certificate of Incorporation or the Bylaws, except as provided in Part (E) of this Article VIII, the Corporation shall not be obligated pursuant to terms of ~~these~~ this Certificate of Incorporation:

(1) Excluded Acts or Omissions. ~~To~~ indemnify any Indemnified Party hereunder for acts, omissions or transactions for which the Indemnified Party is prohibited from receiving indemnification under this Certificate of Incorporation or applicable law; provided, however, that notwithstanding any limitation set forth in this Part (B) Section (1) of this Article VIII regarding the Corporation's obligation to provide indemnification, any Indemnified Party shall be entitled under, and pursuant to the terms of, Part (D) of this Article VIII to receive expenses payable in advance hereunder with respect to any such Action unless and until a court having jurisdiction over the Action shall have made a final judicial determination (as to which all rights of appeal therefrom have been exhausted or lapsed) that the Indemnified Party has engaged in acts, omissions or transactions for which the Indemnified Party is prohibited from receiving indemnification under this Certificate of Incorporation or applicable law.

(2) Claims Initiated by Indemnitee. ~~To~~ indemnify or pay expenses in advance pursuant to Part (D) of this Article VIII to any Indemnified Party with respect to Actions initiated or brought voluntarily by the Indemnified Party and not by way of defense, counterclaim or crossclaim, except (i) with respect to actions or proceedings brought to establish or enforce a right to indemnification and the payment of expenses in advance pursuant to Part (D) of this Article VIII under this Certificate of Incorporation or any other agreement or insurance policy or under this Certificate of Incorporation or the Bylaws nor or hereafter in effect relating to Actions, (ii) with respect to any other such Action initiated or brought voluntarily by the Indemnified Party and not by way of defense, counterclaim or crossclaim, if the Board has approved the initiation or bringing of such Action, or (iii) as otherwise required under Section 145 of the DGCL.

(3) Illegal Remuneration. ~~To~~ indemnify any Indemnified Party in respect to remuneration paid to the Indemnified Party if it shall be determined by final judgment or final adjudication that such remuneration was in violation of law.

(4) Unauthorized Settlement. ~~To~~ indemnify any Indemnified Party for any amounts paid in settlement of any action or claim without the Corporation's written consent (which consent shall not be unreasonably withheld, conditioned or delayed).

(C) Determination. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that the indemnification of Indemnified Party is proper in the circumstances because such Indemnified Party has met the applicable standard of conduct set forth in subsections (a) and (b) of section 145 of the DGCL, as the case may be; provided, that the termination of any Action, shall not, of itself, create a presumption that the Indemnified Party did not act in good faith and in a manner which the Indemnified Party reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the Indemnified Party's conduct was unlawful. Such determination shall be made, with respect to an Indemnified Party who is a Director or officer at the time of such determination, (a) by a majority vote of the Directors who are not parties to such Action, even though less than a quorum, or (b) by a committee of such Directors designated by a

majority vote of such Directors, even though less than a quorum, or (c) if there are no such Directors, or if such Directors so direct, by independent legal counsel in a written opinion or (d) by the holders of a majority of the total voting power of the outstanding shares of capital stock of the Corporation entitled to vote in the election of Directors, voting together as a single class. Such determination shall be made, with respect to former Directors or officers, by any person or persons having the authority to act on the matter on behalf of the Corporation. To the extent, however, that a present or former Indemnified Party of the Corporation has been successful on the merits or otherwise in defense of any Action or in defense of any claim, issue or matter therein, such Indemnified Party shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such Indemnified Party in connection therewith, without the necessity of authorization in the specific case. For purposes of any determination under this Part (C) of Article VIII, a person shall be deemed to have acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe such person's conduct was unlawful, if such person's action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to such person by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The provisions of the preceding sentence shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in subsections (a) and (b) of section 145 of the DGCL, as the case may be.

| (D) Expenses Payable in Advance. Expenses, (including, without limitation, attorneys' fees,) incurred by an Indemnified Party in defending any Action shall be paid by the Corporation in advance of the final disposition of such Action upon receipt of an undertaking by or on behalf of such Indemnified Party to repay such amount if it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

| (E) Claim. If a claim for indemnification under this Article VIII (following the final disposition of such proceeding) is not paid in full within sixty (60) days after the Corporation has received a claim therefor by the Indemnified Party, or if a claim for any advancement of expenses under this Article VIII is not paid in full within thirty (30) days after the Corporation has received a statement or statements requesting such amounts to be advanced, the Indemnified Party shall thereupon (but not before) be entitled to file suit to recover the unpaid amount of such claim. If successful in whole or in part, the Indemnified Party shall be entitled to be paid the expense of prosecuting such claim to the fullest extent permitted by law. In any such action, the Corporation shall have the burden of proving that the Indemnified Party is not entitled to the requested indemnification or advancement of expenses under applicable law.

| (F) Non-Exclusivity of Rights; Survival. The rights conferred on any Indemnified Party by this Article VIII are not exclusive of other rights arising under the Bylaws, the Stockholders Agreement, any other agreement, vote of directors or stockholders or otherwise. The rights conferred on any Indemnified Party by this ~~Article~~ Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person. Any amendment, repeal or elimination of the foregoing provisions of this Article VIII will be prospective only and shall not adversely affect any right or protection of an Indemnified Party existing at the time of, or increase the liability of any Indemnified Party with respect to any acts or omissions of such Indemnified Party occurring prior to, such amendment, repeal or elimination.

## ARTICLE IX. Corporate Opportunities

The Corporation hereby renounces, to the fullest extent permitted by law, any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An "Excluded Opportunity" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of (i) any director of the Corporation who is designated by any Stockholder and is not an employee of the Corporation or any of its subsidiaries, or (ii) any holder of shares of

Common Stock and/or Preferred Stock or any partner, member, director, stockholder, employee, affiliate or agent of any such holder, other than someone who is an officer or employee of the Corporation or any of its subsidiaries (collectively, the persons referred to in clauses (i) and (ii) are “Covered Persons”), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person’s capacity as a director of the Corporation while such Covered Person is performing services in such capacity; provided, that, such matter, transaction or interest shall not be deemed to belong to the Corporation if it is a matter, transaction or interest that the [ ] as determined in the Board’s sole discretion,] the Corporation is not financially able or contractually permitted or legally able to undertake, or that is, from its nature, not in the line of the Corporation’s business or is of no practical advantage to it or that is one in which the Corporation has no interest or reasonable expectancy. Furthermore, it shall not be deemed a breach of any fiduciary or other duties, if any, whether express or implied, for any Covered Person to engage in a business opportunity in preference or to the exclusion of the Corporation, and such Covered Person shall have no obligation to (a) disclose to the Corporation or any of its subsidiaries any information related to its business or opportunities, (b) disclose to the Corporation or the Board any confidential information regarding any corporate opportunity or other potential investment in such Covered Person’s possession even if it is material and relevant to the Corporation and/or the Board, (c) present business opportunities to the Corporation, (d) refrain from engaging in any line of business or (e) refrain from investing in or doing business with any person. Any person or entity purchasing or otherwise acquiring or holding any interest in shares of the capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article IX. Notwithstanding the foregoing, a corporate opportunity offered to (i) the Board or (ii) any person who is a member of the Board (but only to the extent such opportunity is expressly offered to such person solely in such person’s capacity as member of the Board) will belong, in each case, to the Corporation.

Any amendment, repeal, modification or elimination of the foregoing provisions of this Article IX shall only be prospective and shall not affect the rights under this Article IX in effect at the time of the occurrence of any actions or omissions to act giving rise to liability.

## **ARTICLE X. Business Combinations**

The Corporation hereby elects not to be governed by, or subject to, Section 203 of the DGCL.

## **ARTICLE XI. Amendment of Certificate of Incorporation**

[In furtherance and not in limitation of the powers conferred by applicable law, but subject to the provisions of the Stockholders Agreement, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed in this Certificate of Incorporation, the Stockholders Agreement or the DGCL, and all rights herein conferred upon stockholders are granted subject to such reservation. Notwithstanding the foregoing and any other provision of this Certificate of Incorporation and in addition to any other vote that may be required by applicable law, the affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of the Corporation’s issued and outstanding shares of capital stock entitled to vote generally in the election of directors<sup>3</sup>, voting together as a single class, shall be required to amend, alter, change or repeal any provision of this Certificate of Incorporation (other than pursuant to a certificate of correction filed with the Delaware Secretary of State in accordance with Section 103 of the DGCL); provided, that any amendment, alteration, change or repeal of any provision of the Certificate of Incorporation (i) that is, by its terms or effect, material, disproportionate, and adverse to a specific stockholder or group of stockholders, will also require the affirmative vote of such stockholder or group of stockholders holding a majority of shares held by such group of stockholders ~~or~~<sup>2</sup> (ii) that would, by its terms or effect, impact any rights or

<sup>3</sup>Note to Draft: Under review given that the equity in respect of the Exit LC Facility will be issued at emergence and held in escrow. Consider whether changes are necessary to the Restated Certificate or confirm that escrow arrangements will require that the Escrow Agent (or holder of the shares) vote all escrow shares in the same proportion that the number of shares of all other stockholders are voted.

obligations of any of the AHG StockholdersSoftBank (as defined in the Stockholders Agreement) under Section 2.92.2(f), Section 2.4, Section 2.7(a), Section 2.7(b), Section 2.7(d)(iii), Section 2.9, Section 2.10, Section 2.11, Section 2.12, Section 3.1, Section 3.2, Section 3.3, Section 3.4, Section 3.5, Section 3.6, Section 4.1, Section 4.2, Section 4.3, Section 4.4, Article 5, Article 6, Article 7, Article 8and, Section 10.1(eb), Section 10.1(f), Section 11.1, Section 12.1, Section 12.2, Section 12.15 and Section 12.17 (and all definitions used in such Sections and Articles) of the Stockholders Agreement will also require the consent of the SoftBank Director for so long as the SoftBank Approval Right (as defined in the Stockholders Agreement) is in effect and (iii) that would, by its terms or effect, impact any rights or obligations any of the AHG Stockholders (as defined in the Stockholders Agreement) under Section 2.2(e), Section 2.4, Section 2.7(a), Section 2.7(b), Section 2.7(d)(ii), Section 2.9, Section 2.10, Section 2.11, Section 2.12, Section 3.1, Section 3.2, Section 3.3, Section 3.4, Section 3.5, Section 3.6, Section 4.1, Section 4.2, Section 4.3, Section 4.4, Article 5, Article 6, Article 7, Article 8, Section 10.1(b), Section 10.1(f), Section 11.1, Section 12.1, Section 12.2, Section 12.15 and Section 12.17 (and all definitions used in such Sections and Articles) of the Stockholders Agreement will also require the consent of the AHG Director (as defined in the Stockholders Agreement) for so long as the AHG Approval Right (as defined in the Stockholders Agreement) is in effect.<sup>14</sup>

Notwithstanding the foregoing, except as required by law and subject to the Stockholders Agreement, holders of Common Stock shall not be entitled to vote on any amendment to this Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock) or pursuant to the DGCL.

## **ARTICLE XII. Inconsistent Provisions**

To the fullest extent permitted by law, if there is any conflict between the provisions of the Stockholders Agreement, on one hand, and this Certificate of Incorporation or the Bylaws, on the other hand, the provisions of the Stockholders Agreement will prevail unless such prevalence would be in contravention of the requirements of the DGCL or applicable law.

## **ARTICLE XIII. Forum Selection**

Unless the Corporation (through the approval of the Board acting in good faith) consents in writing to the selection of an alternative forum, the Court of Chancery in the State of Delaware (or, if and only if the Court of Chancery of the State of Delaware lacks subject matter jurisdiction, any state court located within the State of Delaware or, if and only if all such state courts lack subject matter jurisdiction, the federal district court for the District of Delaware) and any appellate court therefrom shall, to the fullest extent permitted by law, shall be the sole and exclusive forum for any stockholder (including a beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of duty (including any fiduciary duty) by, or other wrongdoing by, any current or former director, officer, agent or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation, its directors, officers or employees arising pursuant to any provision of the DGCL or this Certificate of Incorporation or the Bylaws, (iv) any action asserting a claim against the Corporation or any current or former director, officer, employee, agent or stockholder of the Corporation arising out of or relating to any provision of the DGCL, this Certificate of Incorporation or the Bylaws, (v) any action to interpret, apply, enforce or determine the validity of this Certificate of Incorporation or the Bylaws, (vi) any action asserting a claim against the Corporation, its current or former directors, officers, agents or employees governed by the internal affairs doctrine or that otherwise relates to the internal affairs of the Corporation or (vii) any action asserting an "internal corporate claim" as that term is defined in Section 115 of the DGCL, except for, as to each of (i) through (vii) above, any claim as to which the Court of Chancery determines that there is an indispensable party not subject to the jurisdiction of the

<sup>4</sup> Note to Draft: Subject to the parties' continuing review and comment.

Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten (10) days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or for which the Court of Chancery does not have subject matter jurisdiction. Any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the personal jurisdiction of the state and federal courts located within the State of Delaware. Unless the Corporation (through approval of the Board acting in good faith) consents in writing to the selection of an alternative forum, the federal district courts of the United States of America, to the fullest extent permitted by law, shall be the sole and exclusive forum for the resolution of any action asserting a cause of action arising under the U.S. Securities Act of 1933, as amended.

#### **ARTICLE XIV. Miscellaneous**

If any provision or provisions of this Certificate of Incorporation shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (i) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Certificate of Incorporation (including, without limitation, each portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not, to the fullest extent permitted by applicable law, in any way be affected or impaired thereby and (ii) to the fullest extent permitted by applicable law, the provisions of this Certificate of Incorporation (including, without limitation, each such portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal liability in respect of their good faith service to or for the benefit of the Corporation to the fullest extent permitted by law.

\* \* \*

**IN WITNESS WHEREOF**, the Corporation has caused this Amended and Restated Certificate of Incorporation to be executed on its behalf on [●], 2024.

{WEWORK INC.}<sup>4</sup>

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

<sup>4</sup>Note to Draft: A&R Charter should be signed by a person so authorized to do so under the Confirmation Order.

[Signature Page to the Amended and Restated Certificate of Incorporation of {WeWork Inc.}]

**Exhibit D-3**

**Form of the New Bylaws**

**AMENDED AND RESTATED  
BYLAWS  
OF  
WEWORK INC.  
A DELAWARE CORPORATION  
EFFECTIVE [●], 2024**

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**AMENDED AND RESTATED BYLAWS<sup>1</sup>**  
**OF**  
**WEWORK INC.**

**ARTICLE I**  
**OFFICES**

1.1 **Principal Executive Office**. The principal executive office of WeWork Inc. (the “Corporation”) shall be at such place established by the Board of Directors of the Corporation (the “Board”) in its discretion. The Board shall have full power and authority to change the location of the principal executive office.

1.2 **Registered Office**. The registered office of the Corporation shall be as set forth in the Corporation’s [Third] Amended and Restated Certificate of Incorporation, dated as of [●], 2024 (as amended, restated, supplemented or otherwise modified from time to time, including any certificate of designations relating to any outstanding series of preferred stock, the “Certificate of Incorporation”).

1.3 **Other Offices**. The Corporation may also have offices at such other places, both within and without the State of Delaware, as the Board may from time to time determine.

**ARTICLE II**  
**STOCKHOLDERS MEETINGS**

2.1 **Place of Meetings**. Meetings of stockholders may be held (a) at any place within or outside the State of Delaware designated by the Board or, in the case of a special meeting called at the request of the stockholders holding the requisite percentage of shares of stock, the stockholders that requested such meeting to be called as set forth in the written request therefor, or (b) if the Board is authorized to designate the place of a meeting of stockholders, and the Board so determines, solely by means of remote communication. Any stockholder participating in a meeting by remote communication is deemed to be present in person at the meeting. In the absence of any such designation by the Board or such stockholders, stockholder meetings shall be held at the principal place of business of the Corporation.

2.2 **Annual Meetings**. An annual meeting of stockholders of the Corporation for the election of directors and for transacting any other business properly brought before the meeting pursuant to these Amended and Restated Bylaws (as amended, restated, supplemented or otherwise modified from time to time, these “Bylaws”) shall be held on such date and at such time as the Board shall designate. At any such annual meeting, the stockholders entitled to vote thereon shall elect directors of the Corporation in accordance with the provisions of the Certificate of Incorporation [and the Stockholders Agreement, dated as of [●], 2024, among the Corporation and the stockholders of the Corporation (as amended, restated, supplemented or otherwise modified from time to time, the “Stockholders Agreement”), and shall transact such other business as may properly come before the meeting pursuant to these Bylaws; provided, however, that no annual meeting of stockholders need be held if directors are elected by written consent of the stockholders entitled to vote thereon in lieu of an annual meeting, in accordance with Section 211 of the General Corporation Law of the State of Delaware (the “DGCL”).

2.3 **Special Meetings**. Unless otherwise required by law or by the Certificate of Incorporation, special meetings of the stockholders, for the transaction of such business as may properly come before the meeting, may be called by the Secretary of the Corporation only (i) at the request of the Board or the Chairperson of the Board or (ii) upon the written request received by the Secretary of the Corporation at the principle place of business of the

<sup>1</sup> THIS DRAFT IS SUBJECT TO CONTINUING DUE DILIGENCE AND THE PARTIES’ CONTINUING REVIEW AND COMMENT IN ALL RESPECTS, INCLUDING THE REVIEW AND COMMENT BY DELAWARE COUNSEL. THIS DRAFT IS NOT INTENDED NOR SHALL IT BE DEEMED TO CREATE A LEGALLY BINDING OR ENFORCEABLE AGREEMENT OF ANY TYPE OR NATURE UNLESS AND UNTIL FINALIZED AND AGREED UPON BY THE PARTIES.

Corporation by or on behalf of the holder or holders of record of Outstanding Shares (as defined below) representing collectively not less than a majority of the total voting power of the Outstanding Shares, voting together as a single class, and entitled to vote at such meeting. The Corporation may postpone, reschedule or cancel any previously scheduled special meeting of stockholders called by the Board or the Chairperson of the Board. “Outstanding Shares” means, as of such time of determination, the then issued and outstanding shares of Common Stock and all of the other shares, interests, rights, participations or other equivalents (however designated) of capital stock of the Corporation, collectively; provided, that, Outstanding Shares shall exclude (a) any and all Shares held by the Corporation in treasury and (b) any and all Shares held in escrow or which are otherwise subject to any escrow obligation or condition, in each case, pursuant to, or as expressly contemplated by, the [Exit LC Facility] and the transactions contemplated thereunder.

2.4 Notice. Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, notice, given in accordance with Section 232 the DGCL, of each meeting of stockholders will be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of such meeting, such notice to specify the place, if any, date and hour, in the case of special meetings, the purpose or purposes of the meeting, the record date for determining the stockholders entitled to vote at the meeting (if such date is different from the record date for stockholders entitled to notice of the meeting), and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at any such meeting. Notice of the time, place, if any, and purpose of any meeting of stockholders may be waived in writing, signed by the person entitled to notice thereof or by electronic transmission by such person, either before or after such meeting, and will be waived by any stockholder by such stockholder’s attendance thereat in person, by remote communication, if applicable, or by proxy, except when the stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Any stockholder so waiving notice of such meeting will be bound by the proceedings of any such meeting in all respects as if due notice thereof had been given.

2.5 Adjournments. Any meeting of stockholders, annual or special, whether or not a quorum is present, may be adjourned from time to time for any reason by either the Chairperson of the meeting, or the vote of the holders of a majority in voting power of the Outstanding Shares entitled to vote thereon, present in person or represented by proxy. Notwithstanding the provisions in Section 2.4, notice need not be given of any such adjourned meeting if the time, place, if any, and date of the meeting and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting and the record date for determining the stockholders entitled to vote at the meeting (if such date is different from the record date for determining stockholders entitled to notice of the meeting) are (a) announced at the meeting at which the adjournment is taken (b) displayed, during the time scheduled for the meeting, on the same electronic network used to enable stockholders and proxy holders to participate in the meeting by means of remote communication or (c) set forth in the notice of meeting of stockholders; provided, however, that if the date of any adjourned meeting is more than thirty (30) days after the date for which the meeting was originally called, notice of the adjourned meeting shall be given in conformity with Section 2.4. If after the adjournment a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board shall fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record as of the record date so fixed for notice of such adjourned meeting. At such adjourned meeting, any business may be transacted that might have been transacted at the original meeting if such meeting had been held as originally called.

2.6 Quorum. At all meetings of stockholders, except as otherwise provided by the DGCL, the Certificate of Incorporation, the Stockholders Agreement, or these Bylaws, the presence, in person, by remote communication, if applicable, or by proxy duly authorized, of the holders of a majority of the Outstanding Shares entitled to vote will constitute a quorum for the transaction of business. In the absence of a quorum, any meeting of stockholders may be adjourned, from time to time, in accordance with Section 2.5 hereof, but no other business will be transacted at such meeting. The stockholders present at a duly called or convened meeting, at which a quorum is present, may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

2.7 Voting.

(a) Unless otherwise required by the Certificate of Incorporation, these Bylaws, the Stockholders Agreement, or any law or regulation applicable to the Corporation or its securities, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one (1) vote for each share of capital stock held by such stockholder which has voting power on all matters submitted to a vote of stockholders of the Corporation.

(b) Except as otherwise provided by the DGCL, the Certificate of Incorporation, the Stockholders Agreement, or these Bylaws, in all matters other than the election of directors, the affirmative vote of a majority of voting power of the Outstanding Shares present and cast in person, by remote communication, if applicable, or represented by proxy duly authorized at the meeting and entitled to vote generally on the subject matter will be the act of the stockholders. Except as otherwise provided by the DGCL, the Certificate of Incorporation, the Stockholders Agreement, or these Bylaws, directors will be elected by a plurality of the voting power of the Outstanding Shares present and cast in person, by remote communication, if applicable, or represented by proxy duly authorized at the meeting and entitled to vote generally on the election of directors. Where a separate vote by a class or classes or series is required, except as otherwise provided by the DGCL, the Certificate of Incorporation, the Stockholders Agreement, or these Bylaws, a majority of the voting power of the Outstanding Shares of such class or classes or series, present in person, by remote communication, if applicable, or represented by proxy duly authorized, will constitute a quorum entitled to take action with respect to that vote on that matter. Except as otherwise provided by the DGCL, the Certificate of Incorporation, the Stockholders Agreement, or these Bylaws, the affirmative vote of the majority (plurality, in the case of the election of directors) of voting power of the Outstanding Shares of such class or classes or series present in person, by remote communication, if applicable, or represented by proxy at the meeting will be the act of such class or classes or series.

2.8 Participation at Stockholders Meetings by Remote Communications. In respect of any meeting of stockholders with respect to which the Board is authorized to designate the place of such meeting of stockholders, the Board may, in its sole discretion, determine that a meeting of stockholders shall not be held at any place, but may instead be held solely by means of remote communication in accordance with Section 211(a)(2) of the DGCL or any successor provision. If authorized by the Board in its sole discretion, and subject to such guidelines and procedures as the Board may adopt, stockholders and proxyholders not physically present at a meeting of stockholders may, by means of remote communication, (a) participate in a meeting of stockholders, and (b) be deemed present in person and vote at a meeting of stockholders, whether such meeting is to be held at a designated place or solely by remote communication; provided, that (x) the Corporation shall implement reasonable measures to verify that each person deemed present and entitled to vote at the meeting by means of remote communication is a stockholder or proxyholder, (y) the Corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (z) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

2.9 Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, which proxy shall be in a form permitted by the DGCL, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering an instrument in writing stating that the proxy is revoked or by filing another proxy bearing a later date with the Secretary of the Corporation.

2.10 Record Date.

(a) In order that the Corporation may determine the stockholders entitled to notice of any meeting of the stockholders or any adjournment thereof, the Board may fix a record date for the determination of the stockholders entitled to notice of any meeting or adjournment thereof. The record date so fixed shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making

such determination. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of and to vote at a meeting of the stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of the stockholders shall apply to any adjournment of the meeting unless the Board fixes a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case the Board shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled (i) to consent to corporate action without a meeting in accordance with Section 228 of the DGCL and Section 2.15 of these Bylaws, (ii) to receive payment of any dividend or other distribution or allotment of any rights, or (iii) to exercise rights in respect of any change, conversion or exchange of stock or in respect of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than sixty (60) days prior to such action. If no such record date is fixed, the record date for determining the stockholders for any such purpose shall be at the close of business on the date on which the Board adopts the resolution relating thereto.

2.11 Stockholders List. A complete list of the stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order and showing the address of each stockholder, and the number of shares registered in the name of each stockholder, shall be prepared by the Corporation no later than the tenth (10<sup>th</sup>) day before such meeting of stockholders; provided, however, that if the record date for determining the stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date. Such list shall be open to examination by any stockholder, for any purpose germane to the meeting, for a period of at least ten (10) days ending on the day before the meeting date, on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or during ordinary business hours, at the principal place of business of the corporation. Except as otherwise provided by law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list required by this Section 2.11 or to vote in person or by proxy at any meeting of stockholders.

2.12 Conduct of Meetings.

(a) The meetings of the stockholders shall be presided over by the Chairperson of the Board, or if they are not present, by the Chief Executive Officer, or if neither the Chairperson of the Board nor Chief Executive Officer is present, by a Chairperson elected by the Board. If no Chairperson is elected by the Board, a Chairperson may be elected at the meeting by the holders of a majority in voting power of the Outstanding Shares entitled to vote thereon, present in person or represented by proxy.

(b) The date and time of the opening and closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the Chairperson of the meeting. The Board shall be entitled to make such rules and regulations for the conduct of any meeting of the stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board, the Chairperson of the meeting shall have the right and authority to convene and in good faith to postpone, recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such Chairperson, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the Chairperson of the meeting, may include, without limitation, and to the extent permitted by applicable law, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) the determination of when the polls shall open and close for any given matter to be voted on at the meeting; (iii) rules and procedures for maintaining order at the meeting and the safety of those present (including, without limitation, rules and procedures for removal of disruptive persons from the meeting); (iv) limitations on attendance at, or participation in, the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the Chairperson of the meeting shall determine; (v) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (vi) limitations on the time allotted to questions or comments by participants.

(c) The Chairperson at any meeting of stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall, if the facts warrant, determine and declare to the meeting that a matter or business was not properly brought before the meeting and if such Chairperson of the meeting should so determine, such Chairperson shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. The Chairperson of the meeting shall conduct each such meeting in a businesslike and fair manner, but shall not be obligated to follow any technical, formal or parliamentary rules or principles of procedure, unless and to the extent determined otherwise by the Board.

2.13 Inspectors of Election. In advance of any meeting of the stockholders, if required by law, the Board shall appoint one (1) or more inspectors of election to act at the meeting and any postponement or adjournment thereof. One (1) or more other persons may be designated as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of the stockholders, the Chairperson of the meeting shall appoint one or more inspectors to act at the meeting. No Director or nominee for the office of Director shall be appointed as an inspector. Each inspector, before entering upon the discharge of the duties of inspector, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of such inspector's ability. The duties of the inspector shall include those prescribed by law and shall also include, but not be limited to, (a) determining the shares represented at the meeting and the validity of proxies and ballots, (b) counting all votes, ballots or consents, (c) hearing and determining all questions in any way arising in connection with the right to vote, and (d) certifying its determination of the number of shares represented at the meeting and its count of all votes, ballots or consents. The certification and report prepared by the inspector shall specify such other information as may be required by law.

2.14 [Advance Notice of Stockholder Business and Director Nominations.]<sup>2</sup>

(a) Annual Meetings of Stockholders.

(i) Nominations of persons for election to the Board and the proposal of other business to be considered by the stockholders may be made at an annual meeting of stockholders only (A) pursuant to the Corporation's notice of meeting (or any supplement thereto) delivered pursuant to Section 2.4 and Article VI hereof, (B) by or at the direction of the Board or any duly authorized committee thereof, or (C) by any stockholder of the Corporation who (1) is a stockholder of record at the time of delivery by the stockholder of the notice provided for in Section 2.14(a)(2) to the Secretary of the Corporation, (2) who is entitled to vote at the meeting and upon such election or other business, and (3) who complies with the notice procedures set forth in Section 2.14(a)(2); clause (iii) shall be the exclusive means for a stockholder to make nominations or submit other business and included in the Corporation's notice of meeting) before an annual meeting of stockholders. Notwithstanding the foregoing, if a stockholder is entitled to vote only for a specific class or category of Directors at a meeting of the stockholders, such stockholder's right to nominate one or more individuals for the election of a Director at the meeting shall be limited to such class or category of Directors.

(ii) Without qualification, for any nominations or other business to be properly brought before an annual meeting of stockholders by a stockholder pursuant to clause (iii) of Section 2.14(a)(1), the stockholder must have given timely notice thereof, in proper written form as provided in Section 2.14(c), to the Secretary of the Corporation and any such proposed business (other than nominations of persons for the election to the Board) must constitute a proper matter for stockholder action under the DGCL. To be timely, such a stockholder's notice shall be delivered to the Secretary at the principal executive office of the Corporation not later than the close of business on the ninetieth (90th) day nor earlier than the close of business on the one hundred twentieth (120th) day prior to the first anniversary date of the preceding year's annual meeting; provided, however, that in the event that the date of the annual meeting is more than thirty (30) days before or more than sixty (60) days after such anniversary date, notice by the stockholder must be so delivered not earlier than the close of business on the one hundred twentieth (120th) day prior to such annual meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such annual meeting or the tenth (10th) day following the day on which public announcement of the date of such meeting is first made by the Corporation. In no event will the public announcement of an adjourned or postponed annual meeting of stockholders commence a new time period (or extend any time period) for the giving of

<sup>2</sup> Note to Draft: Subject to the parties' continuing review and comment.

a stockholder's notice as described above. Notwithstanding any provision to the contrary in this Section 2.14(a), for the first annual meeting of the stockholders after the effective date of these Bylaws, to be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive office of the Corporation not earlier than the close of business on the one hundred twentieth (120th) day prior to the scheduled date of such annual meeting and not later than the close of business on the later of the ninetieth (90th) day prior to the scheduled date of such annual meeting or the tenth (10th) day following the day on which public announcement of the date of such meeting is first made by the Corporation.

(iii) Notwithstanding anything in the second sentence of Section 2.14(a)(2) to the contrary, in the event that the number of Directors to be elected to the Board at an annual meeting is increased effective after the time period for which nominations would otherwise be due under Section 2.14(a)(2) and there is no public announcement by the Corporation naming the nominees for the new positions created by such increase at least one hundred (100) days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice required by this Section 2.14 shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary at the principal executive office of the Corporation not later than the close of business on the tenth (10th) day following the day on which such public announcement is first made by the Corporation.

(b) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting delivered pursuant to Section 2.4 and Article VI hereof. Nominations of persons for election to the Board may be made at a special meeting of stockholders at which Directors are to be elected pursuant to the Corporation's notice of meeting (1) by or at the direction of the Board or any duly authorized committee thereof or (2) provided that the Board has determined that Directors shall be elected at such meeting, by any stockholder of the Corporation who (x) is a stockholder of record at the time of delivery by the stockholder of the notice provided for in this Section 2.14(b) to the Secretary of the Corporation, (y) who is entitled to vote at the meeting and upon such election, and (z) who complies with the notice procedures set forth in this Section 2.14(b). In the event the Corporation calls a special meeting of stockholders for the purpose of electing one (1) or more Directors to the Board, any such stockholder entitled to vote in such election of Directors may nominate a person or persons for election to such position(s) as specified in the Corporation's notice of meeting, if the stockholder's notice, in proper written form as set forth in Section 2.14(c), shall be delivered to the Secretary at the principal executive office of the Corporation not earlier than the close of business on the one hundred twentieth (120th) day prior to such special meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such special meeting or the tenth (10th) day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board to be elected at such meeting. In no event shall the public announcement of an adjournment or postponement of a special meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. Notwithstanding the foregoing, if a stockholder is entitled to vote only for a specific class or category of Directors at a special meeting of the stockholders, such stockholder's right to nominate one (1) or more individuals for the election of a Director at the meeting shall be limited to such class or category of Directors.

(c) Form of Notice. To be in proper written form, such stockholder's notice to the Secretary (whether pursuant to Section 2.14(a)(2), Section 2.14(a)(3), or Section 2.14(b)) must set forth:

(i) as to each person, if any, whom the stockholder proposes to nominate for election or re-election as a Director (A) all information relating to such person that is required to be disclosed in solicitations of proxies for election of Directors in an election contest, and (B) such person's written consent to being named in the proxy statement as a nominee and to serving as a Director if elected;

(ii) as to any other business (other than the nomination of persons for election as Directors) that the stockholder desires to bring before the meeting, (A) a brief description of the business proposed to be brought before the meeting, (B) the text of the proposal or business (including the text of any resolutions proposed for consideration and, in the event that such business includes a proposal to amend these Bylaws, the language of the proposed amendment), (C) the reasons why the stockholder favors the proposal, (iv) the reasons for conducting such business at the meeting, and (D) any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made; and

(iii) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (A) the name and address of such stockholder, as they appear on the Corporation's books, and of such beneficial owner, (B) the class or series and number of shares of the Corporation's capital stock that are, directly or indirectly, owned beneficially and of record by such stockholder and by such beneficial owner, (C) a description of any agreement, arrangement or understanding with respect to the nomination or proposal between or among such stockholder and/or such beneficial owner, any of their respective affiliates or associates, and any others acting in concert with any of the foregoing, including, in the case of a nomination, the nominee, (D) a description of any agreement, arrangement or understanding (including any derivative or short positions, profit interests, options, warrants, convertible securities, stock appreciation or similar rights, hedging transactions, and borrowed or loaned shares) that has been entered into as of the date of the stockholder's notice by, or on behalf of, such stockholder and such beneficial owner, whether or not such instrument or right shall be subject to settlement in underlying shares of capital stock of the Corporation, the effect or intent of which is to mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of such stockholder or such beneficial owner with respect to shares of capital stock of the Corporation, (v) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such business or nomination, (vi) a representation whether the stockholder or the beneficial owner, if any, intends or is part of a group which intends (A) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's Outstanding Shares required to approve or adopt the proposal or elect the nominee and/or (B) otherwise to solicit proxies or votes from stockholders in support of such proposal or nomination, and (vii) any other information relating to such stockholder and beneficial owner, if any, required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of Directors in an election contest pursuant to and in accordance with Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder.

(d) General.

(i) The Corporation may require any proposed nominee for election or re-election as a Director to furnish such other information, in addition to the information set forth in the stockholder's notice delivered pursuant to this Section 2.14, as it may reasonably require to determine the eligibility of such proposed nominee to serve as a Director of the Corporation and whether such nominee qualifies as an "independent Director" or "audit committee financial expert" under applicable law, securities exchange rules or regulations, or any publicly-disclosed corporate governance guideline or committee charter of the Corporation.

(ii) Only such persons who are nominated in accordance with the procedures set forth in this Section 2.14 shall be eligible to be elected at an annual or special meeting of stockholders of the Corporation to serve as Directors, and only such business as shall have been brought before the meeting in accordance with the procedures set forth in this Section 2.14 shall be conducted at a meeting of stockholders. Except as otherwise provided by law, the Chairperson of the meeting shall have the power and duty to (A) determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in this Section 2.14 (including whether the stockholder or beneficial owner, if any, on whose behalf the nomination or proposal is made or solicited (or is part of a group which solicited) or did not so solicit, as the case may be, proxies or votes in support of such stockholder's nominee or proposal in compliance with such stockholder's representation as required by Section 2.14(c)(3)(vi)), and, (B) if any proposed nomination or business was not made or proposed in compliance with this Section 2.14, to declare that such nomination shall be disregarded or that such proposed business shall not be transacted. Notwithstanding the foregoing provisions of this Section 2.14, unless otherwise required by law, if the stockholder who has delivered a notice pursuant to this Section 2.14 (or a qualified representative of such stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or proposed business, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. To be considered a "qualified representative" of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or by telegram, cablegram or other means of electronic transmission that is deemed valid in accordance with Section 2.9 hereof delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders, and such person must produce such writing or telegram, cablegram or electronic transmission, or a reliable reproduction of the writing or telegram, cablegram or electronic transmission, at the meeting of stockholders.

(iii) For purposes of this Section 2.14, “public announcement” shall mean disclosure in either (a) press release reported by the Dow Jones News Service, Associated Press or comparable national news service or (b) posted to the Corporation’s website (which may be non-public) to which the Corporation’s stockholders and beneficial owners that certify that they are beneficial owners of the Corporation’s capital stock have access.

(e) Submission of Questionnaire, Representation and Agreement. Subject to Section 2.14(f), to be eligible to be a nominee for election or re-election as a Director of the Corporation, the candidate for nomination must deliver (in accordance with the time periods prescribed for delivery of notice under Section 2.14(a)(2) or Section 2.14(b), as applicable) to the Secretary at the principal executive office of the Corporation (1) a completed written questionnaire (in a form provided by the Corporation) with respect to the background, qualifications, stock ownership and independence of such person and the background of any other person or entity on whose behalf the nomination is being made (which questionnaire shall be provided by the Secretary upon written request) and (2) a written representation and agreement (in the form provided by the Secretary upon written request) that such person (A) is not and, if elected as a Director during their term of office, will not become a party to (x) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a Director of the Corporation, will act or vote on any issue or question in their capacity as a Director (a “Voting Commitment”) that has not been disclosed to the Corporation or (y) any Voting Commitment that could limit or interfere with such person’s ability to comply, if elected as a Director of the Corporation, with such person’s fiduciary duties under applicable law, (B) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a Director of the Corporation that has not been disclosed to the Corporation, and (C) in such person’s individual capacity and on behalf of any person or entity on whose behalf the nomination is being made, would be in compliance, if elected as a Director of the Corporation, and will comply with all applicable publicly disclosed corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the Corporation (and, if requested by any candidate for nomination, the Secretary of the Corporation shall provide to such candidate for nomination all such policies and guidelines then in effect).

(f) Non-Applicability to Stockholders Agreement. Notwithstanding any other provision of this Section 2.14, so long as the Stockholders Agreement shall remain in effect and applicable to the nomination of persons for election to the Board, the election of nominees to the Board or the proposal of other business to be considered by the stockholders, the nomination of such persons, the election of such nominees and the proposal of such business shall be made in accordance with the Stockholders Agreement, and nothing in this Section 2.14 shall be deemed to apply to or constrain the rights of any party to the Stockholders Agreement ((including, for the avoidance of doubt, the CEO Director (as defined in the Stockholders Agreement), AHG Director (as defined in the Stockholders Agreement), SoftBank Director (as defined in the Stockholders Agreement), and Cupar Director(s) (as defined in the Stockholders Agreement).])

## 2.15 Action Without Meeting.

(a) Unless otherwise provided in the Certificate of Incorporation or the Stockholders Agreement, any action required by the DGCL to be taken at any annual or special meeting of the stockholders, or any action that may be taken at any annual or special meeting of the stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents setting forth the action so taken, will be signed by the holders of Outstanding Shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

(b) A consent must be set forth in writing or in an electronic transmission. No consent will be effective to take the corporate action referred to therein unless consents signed by a sufficient number of stockholders to take action are delivered to the corporation in the manner required by the DGCL within sixty (60) days of the first date on which a consent is so delivered to the corporation. All references to a consent in this Section 2.15 mean a consent permitted by Section 228 of the DGCL.

(c) If an action by consent is taken by stockholders by less than unanimous consent, prompt notice of the taking of the action by consent will be given to those stockholders as of the record date for the action by consent who have not consented and who would have been entitled to notice of the meeting if the action had been

taken at a meeting and the record date for the notice of the meeting were the record date for the action by consent. If the action to which the stockholders consented is such as would have required the filing of a certificate under any section of the DGCL if such action had been voted on by stockholders at a meeting thereof, then the certificate filed under such section must state, in lieu of any statement required by such section concerning any vote of stockholders, that consent has been given in accordance with Section 228 of the DGCL.

(d) A consent permitted by this Section 2.15 shall be delivered: (A) to the principal place of business of the corporation; (B) to an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded; (C) to the registered office of the corporation in the State of Delaware by hand or by certified or registered mail, return receipt requested; (D) subject to the next sentence, in accordance with Section 116 of the DGCL to an information processing system, if any, designated by the Corporation for receiving such consents; or (E) when delivered in such other manner that complies with the DGCL. In the case of delivery pursuant to the foregoing clause (D), such consent must set forth or be delivered with information that enables the corporation to determine the date of delivery of such consent and the identity of the person giving such consent, and, if such consent is given by a person authorized to act for a stockholder or member as proxy, such consent must comply with the applicable provisions of Section 212(c)(2) & (3) of the DGCL. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing. A consent may be documented and signed in accordance with Section 116 of the DGCL, and when so documented or signed shall be deemed to be in writing for purposes of the DGCL; provided, that if such consent is delivered pursuant to clause (i), (ii) or (iii) of subsection (d)(1) of Section 228 of the DGCL, such consent must be reproduced and delivered in paper form.

### **ARTICLE III DIRECTORS**

3.1 Powers and Duties. Subject to the provisions of the DGCL and to any limitations in the Certificate of Incorporation, the Stockholders Agreement, or these Bylaws relating to action required to be approved by the stockholders, the business and affairs of the Corporation shall be managed, and all corporate powers shall be exercised, by or under the direction and control of the Board. The Board may delegate the management of the day-to-day operation of the business of the Corporation; provided, that the business and affairs of the Corporation shall remain under the ultimate direction and control of the Board and subject to the Stockholders Agreement.

3.2 Number and Qualifications. So long as the Stockholders Agreement shall remain in effect and applicable to the number of members of the Board (each, a “Director”), the Board shall consist of the number of Directors set forth in the Stockholders Agreement. [At such time as the Stockholders Agreement shall have ceased to be in effect, the Board shall consist of two (2) or more Directors, the exact number of which shall be fixed from time to time by resolution of the Board.]<sup>3</sup> Unless otherwise required by law or the Certificate of Incorporation, Directors need not be stockholders of the Corporation or residents of Delaware. No reduction of the authorized number of Directors shall have the effect of removing any Director before that Director’s term of office expires.

3.3 Election and Term of Office. So long as the Stockholders Agreement shall remain in effect and applicable thereto, the election of Directors shall be subject to the Stockholders Agreement. The Directors shall be elected at each annual meeting of stockholders but if any such annual meeting is not held or the Directors are not elected thereat, the Directors may be elected at any special meeting of stockholders held for that purpose. Each Director shall hold office until their successor shall have been elected and shall qualify or until they shall resign or shall have been removed in the manner provided in the Stockholders Agreement and/or these Bylaws, as applicable.

#### **3.4 Resignation and Removal of Directors.**

(a) Any Director of the Corporation may resign from the Board or any committee thereof at any time, by giving notice in writing or by electronic transmission to the Chairperson of the Board, the President or the Secretary of the Corporation and, in the case of a committee, to the Chairperson of such committee, if there be

<sup>3</sup> Note to Draft: Subject to the parties’ continuing review and comment.

one. Such resignation shall take effect at the time therein specified or, if no time is specified, immediately. Unless otherwise specified in such notice, the acceptance of such resignation shall not be necessary to make it effective.

(b) So long as the Stockholders Agreement shall remain in effect and applicable thereto, the removal of Directors shall be subject to the Stockholders Agreement. [At such time as the Stockholders Agreement shall have ceased to be in effect or does not apply to a specific removal, any Director or the entire Board may be removed from office at any time, either with or without cause, only by the affirmative vote of the holders of at least a majority of the total voting power of the Outstanding Shares entitled to vote in the election of Directors, voting together as a single class, except as otherwise required by law or the Certificate of Incorporation.]<sup>4</sup> Any Director serving on a committee of the Board may be removed from such committee at any time by the Board.

3.5 Vacancies. So long as the Stockholders Agreement shall remain in effect and applicable to the filling of a vacancy on the Board by reason of the incapacity, death, removal or resignation of a Director, such vacancy shall be filled by the person or entity entitled to appoint the replacement Director in accordance with the Stockholders Agreement. [At such time as the Stockholders Agreement shall have ceased to be in effect or does not apply to a specific vacancy pursuant to Section 2.4 of the Stockholders Agreement or as otherwise set forth therein, any vacancy on the Board, by reason of incapacity, death, removal, resignation, or otherwise, and any newly created directorship that results from an increase in the number of Directors, shall be filled only by the affirmative vote or consent of a majority of the Board then in office, even if less than a quorum, or by a sole remaining Director and not by any other person or persons except as otherwise required by law or the Certificate of Incorporation.]<sup>5</sup> Any Director elected to fill a vacancy shall hold office until their successor shall have been elected and shall qualify or until they shall resign or shall have been removed in the manner provided in these Bylaws.

3.6 Regular Meetings. Regular meetings of the Board shall be held at such place or places, on such date or dates and at such time or times, as shall have been established by the Board and publicized among all Directors; provided, that the Board shall meet on a quarterly basis at minimum. A notice of each regular meeting shall not be required to the extent the place, date and time of such meeting shall have been established by the Board and publicized among all Directors.

3.7 Special Meetings. Special meetings of the Board for any purpose or purposes may be called at any time by the Chairperson of the Board, if any, or any three (3) Directors then in office. Notice of the time and place of all special meetings of the Board will be orally or in writing, by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, or by electronic mail or other means of electronic transmission, during normal business hours, at least 48 hours before the date and time of the meeting. If notice is sent by mail, it will be sent by first class US mail, postage prepaid at least three days before the date of the meeting, addressed to the applicable Director at their residence or usual place of business ("Mail Notice"). Notwithstanding anything in these Bylaws to the contrary, Mail Notice shall be insufficient and ineffective for any special meeting of the Board called by only three (3) Directors then in office. Notice of any meeting may be waived in writing or by electronic transmission at any time before or after the meeting and will be waived by any director by attendance thereat, except when the director attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. A notice of special meeting need not state the purpose of such meeting, and, unless indicated in the notice thereof, any and all business may be transacted at a special meeting.

3.8 Organization. Meetings of the Board shall be presided over by the Chairperson of the Board, or in their absence by the Vice Chairperson of the Board, if any, or in their absence by the Chief Executive Officer, if any, if such person is a member of the Board, or in the absence of any such person, by a chairperson chosen at the meeting. The Secretary shall act as secretary of the meeting, but in their absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

3.9 Meetings by Means of Conference Telephone. Members of the Board, or any committee thereof, may participate in a meeting of the Board or such committee by means of a conference telephone or other

<sup>4</sup> Note to Draft: Subject to the parties' continuing review and comment.

<sup>5</sup> Note to Draft: Subject to the parties' continuing review and comment.

communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting through the use of such equipment shall constitute presence in person at such meeting.

3.10 [Quorum].<sup>6</sup> Except as otherwise required by law, the Stockholders Agreement or the Certificate of Incorporation, at all meetings of the Board, a majority of the directors, including, to the extent each of the Cupar Approval Right (as defined in the Stockholders Agreement), the AHG Approval Right (as defined in the Stockholders Agreement) and the SoftBank Approval Right (as defined in the Stockholders Agreement) is then in effect, a Cupar Director, the AHG Director and the SoftBank Director [(each as defined in the Stockholders Agreement)] shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, a majority of the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting of the time and place of the adjourned meeting, until a quorum shall be present. Notwithstanding anything in this Error! Reference source not found. to the contrary, at any meeting of the Board established and publicized or called pursuant to the terms of Section 3.7 (a “Duly Called Board Meeting”) to consider any action or subject matter pertaining to the Corporation (a “Board Matter”) that immediately follows two (2) consecutive Duly Called Board Meetings with respect to the same Board Matter at which a lack of quorum was attributable, in each such case, to the non-attendance of a Cupar Director, the AHG Director, or the SoftBank Director (as the case may be, an “Absent Director”), the presence of such Absent Director shall not be required for the purpose of constituting a quorum at such third and subsequent Duly Called Board Meeting to consider the same Board Matter (the “Third Duly Called Board Meeting”); provided, that notice of such Third Duly Called Board Meeting (the “Third Meeting Notice”) was (a) provided to such Absent Director, if by mail, addressed to such Absent Director at his or her residence or usual place of business, at least five (5) days before the day on which such Third Duly Called Board Meeting was held, or (b) sent to such Absent Director at such place by facsimile, electronic mail or other electronic transmissions, or delivered personally or by telephone, in each case at least five (5) days prior to the set time of such Third Duly Called Board Meeting; provided, further, that such Third Meeting Notice included information regarding the Board Matter to be considered at such Third Duly Called Board Meeting. Except as otherwise required by law, the Stockholders Agreement or the Certificate of Incorporation, at all meetings of any committee of the Board, a majority of the directors constituting such committee, as the case may be, shall constitute a quorum for the transaction of business and the act of a majority of the committee members present at any meeting at which there is a quorum shall be the act of such committee. If a quorum shall not be present at any meeting of any Board committee, a majority of the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting of the time and place of the adjourned meeting, until a quorum shall be present. If the Certificate of Incorporation provides that one (1) or more directors will have more or less than one (1) vote per director on any matter, every reference in this Error! Reference source not found. to a majority or other proportion of the directors will refer to a majority or other proportion of the votes of the directors.[]]

3.11 Action of the Board by Written Consent. Unless otherwise provided in the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board or any committee thereof may be taken without a meeting if all of the members of the Board or such committee, as the case may be, consent thereto in writing or by electronic transmission. After an action is taken, the consent or consents relating thereto shall be filed with the minutes of proceedings of the Board or such committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

3.12 Expense Reimbursement and Compensation. Directors and members of committees may receive such compensation, if any, for their services and such reimbursement of expenses as may be fixed or determined by resolution of the Board. This Section 3.12 shall not be construed to preclude any Director from serving the Corporation in any other capacity as an officer, agent, employee or otherwise and receiving compensation for those services.

3.13 Chairperson and Vice Chairperson of the Board. The Corporation shall have a Chairperson of the Board and, at its discretion, a Vice Chairperson of the Board. The Chairperson and Vice Chairperson (if any) of the Board shall be elected by a majority of the Board. If there is no Chief Executive Officer and no President, then the Chairperson of the Board will also serve as the chief executive officer of the corporation (including for purposes of

<sup>6</sup> Note to Draft: Subject to the parties' continuing review and comment.

any reference to Chief Executive Officer in these Bylaws) and will have the powers and duties prescribed in Section 4.6, unless the Board otherwise provides.

3.14 Committees.

(a) The Board may, by resolution, designate from among its members one (1) or more committees, each such committee to consist of one (1) or more of the Directors of the Corporation. The Board may designate one (1) or more Directors as alternate members of any committee to replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board establishing such committee, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that no such committee shall have the power or authority in reference to the following matters: (a) approving or adopting, or recommending to the stockholders, any action or matter (other than the election or removal of Directors) expressly required by the DGCL to be submitted to stockholders for approval, or (b) adopting, amending or repealing any bylaw of the Corporation. All committees of the Board shall keep minutes of their meetings and shall report their proceedings to the Board when requested or required by the Board.

(b) Any committee of the Board may adopt such rules and regulations not inconsistent with the provisions of law, the Certificate of Incorporation, these Bylaws, or the Stockholders Agreement for the conduct of its meetings as such committee may deem proper. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article III of these Bylaws.

## ARTICLE IV OFFICERS

4.1 General. The officers of the Corporation shall be chosen by the Board and shall include (a) a President, and (b) a Secretary. The Board, in its discretion, may also appoint such additional officers as the Board may deem necessary or desirable, including a Chief Executive Officer, Chief Financial Officer, one (1) or more Vice Presidents, one (1) or more Assistant Secretaries, a Treasurer and one (1) or more Assistant Treasurers, each of whom shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine. Subject to applicable law, the Board may delegate to any officer of this Corporation or any committee of the Board the power to appoint, remove and prescribe the term and duties of any officer provided for in this Section 4.1. Any number of offices may be held by the same person, unless otherwise provided by the Certificate of Incorporation or these Bylaws.

4.2 Appointment and Term. Each officer shall serve at the pleasure of the Board and shall hold office until such officer's successor has been appointed, or until such officer's earlier death, resignation or removal. Any officer may be removed, either with or without cause, by the Board or by any officer upon whom such power of removal may be conferred by the Board.

4.3 Resignations. An officer may resign from their position at any time, by giving notice in writing or electronic transmission to the Corporation. Such resignation shall be without prejudice to any rights, if any, the Corporation may have under any contract to which the officer is a party. Such resignation shall take effect at the time therein specified, or, if no time is specified, immediately; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.4 Vacancies. A vacancy in any office because of death, resignation, removal or otherwise shall be filled by the Board in the manner prescribed in these Bylaws for election or appointment to such office.

4.5 Compensation. The Board shall fix, or may appoint a committee to fix, the compensation of all officers of the Corporation appointed by the Board. Subject to applicable law, the Board may authorize any officer

upon whom the power to appoint officers may have been conferred pursuant to Section 4.1 to fix the compensation of such officers.

4.6 Chief Executive Officer. The Chief Executive Officer, if any, shall have general supervision, direction and control of the business and affairs of the Corporation and shall be responsible for corporate policy and strategy. The Chief Executive Officer shall, if present and in the absence of the Chairperson of the Board, preside at meetings of the stockholders and (if a Director) at all meetings of the Board.

4.7 President. The President of this Corporation shall have the general powers and duties of management usually vested in the office of president and general manager of a corporation and shall have such other authority and shall perform such other duties as may from time to time be assigned to them by the Board or Chief Executive Officer, if any. In the absence or disability of the Chief Executive Officer or if the office of Chief Executive Officer is vacant, the President will preside at all meetings of the stockholders and (if a Director) at all meetings of the Board, unless the Chairperson of the Board has been appointed and is present. If the office of Chief Executive Officer is vacant, the President will be the chief executive officer of the corporation (including for purposes of any reference to Chief Executive Officer in these Bylaws) and will, subject to the control of the Board, have general supervision, direction and control of the business and officers of the corporation.

4.8 Vice Presidents. A Vice President, if any, shall have such powers and duties as shall be prescribed by their superior officer, the President or the Chief Executive Officer, if any. A Vice President shall, when requested, counsel with and advise the other officers of the Corporation and shall perform such other duties as the President, the Chief Executive Officer, if any, or as the Board may from time to time determine.

4.9 Chief Financial Officer. The Chief Financial Officer, if any, shall exercise all the powers and perform the duties of the office of the chief financial officer and in general have overall supervision of the financial operations of the Corporation. The Chief Financial Officer shall, when requested, counsel with and advise the other officers of the Corporation and shall perform such other duties as the President or the Chief Executive Officer, if any, or as the Board may from time to time determine.

4.10 Secretary. The powers and duties of the Secretary are: (a) to act as Secretary at all meetings of the Board, of the committees of the Board and of the stockholders and to record the proceedings of such meetings in a book or books to be kept for that purpose; (b) to see that all notices required to be given by the Corporation are duly given and served; (c) to act as custodian of the seal of the Corporation and affix the seal or cause it to be affixed to all certificates of stock of the Corporation and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws; (d) to have charge of the books, records and papers of the Corporation and see that the reports, statements and other documents required by law to be kept and filed are properly kept and filed; and (e) to perform all of the duties incident to the office of Secretary. The Secretary shall, when requested, counsel with and advise the other officers of the Corporation and shall perform such other duties as the President, the Chief Executive Officer, if any, or as the Board may from time to time determine.

4.11 Treasurer. The Treasurer, if any, shall supervise and be responsible for all the funds and securities of the Corporation, the deposit of all moneys and other valuables to the credit of the Corporation in depositories of the Corporation, borrowings and compliance with the provisions of all indentures, agreements and instruments governing such borrowings to which the Corporation is a party, the disbursement of funds of the Corporation and the investment of its funds, and in general shall perform all of the duties incident to the office of the Treasurer. The Treasurer shall, when requested, counsel with and advise the other officers of the Corporation and shall perform such other duties as the President, the Chief Executive Officer, if any, or as the Board may from time to time determine.

4.12 Other Officers. Such other officers as the Board may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board which shall not be inconsistent with these Bylaws and, to the extent not so stated, as generally pertain to their respective offices, subject to the control of the Board. The Board may require any officer, agent or employee to give a security for the faithful performance of their duties. The Board may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

4.13 Corporate Contracts and Instruments; How Executed. The Board may authorize any officer or officers, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances.

4.14 Action with Respect to Securities of Other Entities. The President, the Chief Executive Officer, if any, or any other officer of the Corporation authorized by the Board is authorized to vote, represent, and exercise on behalf of the Corporation all rights incident to any and all shares or equity interests of any other corporation or entity or corporations or entities standing in the name of the Corporation. The authority herein granted may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by the person having such authority.

## **ARTICLE V** **STOCK**

5.1 Certificates. The shares of the Corporation may, but need not be, represented by certificates. Every holder of capital stock shall be entitled, upon written request, to have a certificate signed by, or in the name of, the Corporation by any 2 authorized officers of the Corporation, representing the number of shares registered in such holder's name. Any or all of the signatures on the certificate may be a facsimile signature. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issuance.

5.2 Transfers. Subject to compliance with and except as otherwise provided by the Certificate of Incorporation, these Bylaws and the Stockholders Agreement, shares of stock of the Corporation shall be transferable upon the Corporation's books by the holders thereof, in person or by their duly authorized attorneys or legal representatives, upon surrender to the Corporation of the certificate or certificates representing such shares endorsed by the appropriate person or persons (or, with respect to uncertificated shares, by delivery of duly executed instructions or in any other manner permitted by applicable law). Certificates representing such shares, if any, shall be cancelled and new certificates, if the shares are to be certificated, shall thereupon be issued. Shares of capital stock of the Corporation that are not represented by a certificate shall be transferred in accordance with applicable law. A record shall be made of each transfer. Whenever any transfer of shares shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer if, when the certificates are presented, both the transferor and transferee request the Corporation to do so. The Board shall have power and authority to make such rules and regulations as it may deem necessary or proper concerning the issue, transfer and registration of certificates for shares of stock of the Corporation.

5.3 [Right of First Refusal.]<sup>7</sup> No stockholder will sell, transfer, convey, assign, pledge, hypothecate, loan, or otherwise dispose of or encumber, or enter into any contract to sell, any shares of stock of the Corporation or any Interest therein, whether, directly or indirectly, voluntarily or by operation of law, by gift or otherwise (a "Transfer"), unless such Transfer meets the requirements set forth in this Section 5.3, in addition to any other restrictions or requirements set forth under applicable law or these Bylaws:

(a) If the stockholder desires to Transfer any of the stockholder's shares of stock, then the stockholder must first give written notice thereof to the Corporation. The notice must name the proposed transferee and state the number of shares to be transferred, the proposed consideration, and all other terms and conditions of the proposed transfer.

(b) For thirty (30) days following receipt of such notice, the Corporation has the option to purchase up to all the shares specified in the notice at the price and upon the terms set forth in such notice. In the event of a gift, property settlement or other Transfer in which the proposed transferee is not paying the full price for the shares, and that is not otherwise exempted from the provisions of this Section 5.3, the price will be deemed to be the fair market value of the stock at such time as determined in good faith by the Board. In the event the Corporation

<sup>7</sup> Note to Draft: Subject to the parties' continuing review and comment.

elects to purchase all of the shares or a lesser portion of the shares, it will give written notice to the transferring stockholder of its election and settlement for said shares will be made as provided below in Section 5.3(d).

(c) The Corporation may assign its rights hereunder.

(d) In the event the Corporation and/or its assignee(s) elect to acquire any of the shares of the transferring stockholder as specified in said transferring stockholder's notice, the Secretary of the Corporation will so notify the transferring stockholder and settlement thereof will be made in cash within thirty (30) days after the Secretary of the Corporation receives said transferring stockholder's notice; provided, that if the terms of payment set forth in said transferring stockholder's notice were other than cash against delivery, the Corporation and/or its assignee(s) will pay for said shares on the same terms and conditions set forth in said transferring stockholder's notice.

(e) In the event the Corporation and/or its assignees(s) do not elect to acquire all of the shares specified in the transferring stockholder's notice, said transferring stockholder may, subject to the Corporation's approval and all other restrictions on Transfer located in Section 5.2 of these Bylaws, within the sixty (60) day period following the expiration or waiver of the option rights granted to the Corporation and/or its assignees(s) herein, Transfer the shares specified in said transferring stockholder's notice that were not acquired by the Corporation and/or its assignees(s) as specified in said transferring stockholder's notice. All shares so sold by said transferring stockholder will continue to be subject to the provisions of this Section 5.3 in the same manner as before said Transfer.

(f) "Interest" means any legal or beneficial right or interest in the stock of the Corporation, including without limitation rights to vote (including depositing any shares of stock into a voting trust) or to receive or participate in dividends or other income with respect thereto.

(g) Anything to the contrary contained herein notwithstanding, the following transactions are exempt from the right of first refusal contained in this Section 5.3:

(i) A stockholder's Transfer of any or all shares held either during such stockholder's lifetime or on death by will or intestacy to such stockholder's immediate family or to any custodian or trustee for the account of such stockholder or such stockholder's immediate family or to any limited partnership or limited liability company of which the stockholder, members of such stockholder's immediate family or any trust for the account of such stockholder or such stockholder's immediate family will be the general or limited partner(s) of such partnership or the controlling member(s) of such limited liability company. "Immediate family" as used herein means spouse, life partner or similar statutorily-recognized domestic partner, lineal descendant, father, mother, brother, or sister of the stockholder making such Transfer;

(ii) A stockholder's bona fide pledge or mortgage of any shares with a commercial lending institution, provided, that any subsequent Transfer of said shares by said institution will be conducted in the manner set forth in this Section 5.3;

(iii) A stockholder's Transfer of any or all of such stockholder's shares to the Corporation or to any other stockholder of the Corporation;

(iv) A stockholder's Transfer of any or all of such stockholder's shares to a person who, at the time of such Transfer, is an officer or director of the Corporation;

(v) A corporate stockholder's Transfer of any or all of its shares pursuant to and in accordance with the terms of any merger, consolidation, conversion, domestication, reclassification of shares or capital reorganization of the corporate stockholder, or pursuant to a sale of all or substantially all of the stock or assets of a corporate stockholder;

(vi) A stockholder's Transfer of shares of Preferred Stock of the Corporation (or any shares of Common Stock issued upon conversion thereof);

(vii) A corporate stockholder's Transfer of any or all of its shares to any or all of its stockholders, members, partners, or other equity holders, or any of its Affiliates. "Affiliates" as used herein means, with respect to any stockholder, any other stockholder who directly or indirectly, controls, is controlled by or is under common control with such stockholder, including, without limitation, any general partner, managing member, officer, director or trustee of such stockholder, or any venture capital fund or registered investment company now or hereafter existing which is controlled by one (1) or more general partners, managing members or investment advisers of, or shares the same management company or investment adviser with, such stockholder; or

(viii) A Transfer by a stockholder that is a limited or general partnership to any or all of its partners or former partners in accordance with partnership interests.

In any such case, the transferee, assignee, or other recipient will receive and hold such stock subject to the provisions of this Section 5.3 and any other restrictions set forth in these Bylaws, and there will be no further Transfer of such stock except in accord with this Section 5.3 and the other provisions of these Bylaws.

(h) The provisions of this Section 5.3 may be waived with respect to any Transfer either by the Corporation, upon duly authorized action of its Board, or by the stockholders, upon the express written consent of the owners of a majority of the voting power of the Outstanding Shares (excluding the votes represented by those shares to be transferred by the transferring stockholder).

(i) Any Transfer, or purported Transfer, of securities of the Corporation will be null and void unless the terms, conditions, and provisions of this Section 5.3 are strictly observed and followed.

(j) The foregoing right of first refusal will terminate upon the date securities of the Corporation are first offered to the public pursuant to a registration statement filed with, and declared effective by, the SEC under the Securities Act of 1933, as amended.

(k) The certificates representing shares of Common Stock of the Corporation that are subject to the right of first refusal contained in this Section 5.3 will bear on their face the following legend so long as the foregoing right of first refusal remains in effect:

"THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO  
A RIGHT OF FIRST REFUSAL OPTION IN FAVOR OF THE  
CORPORATION AND/OR ITS ASSIGNEE(S), AS PROVIDED IN THE  
BYLAWS OF THE CORPORATION."

(l) To the extent this Section 5.3 conflicts with the Stockholders Agreement or any other written agreement(s) between the Corporation and the stockholder attempting to Transfer shares, such agreement(s) will control. For the avoidance of doubt, any Company right of first refusal right satisfied or waived in such written agreement(s) and any proposed Transfer of shares that is exempt from any Company right of first refusal right under such agreement(s) shall, in each case, be deemed to satisfy the provisions of this Section 5.3.]

5.4 Lost, Stolen or Destroyed Certificates. The Corporation may direct a new certificate or uncertificated shares be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issuance of a new certificate or uncertificated shares, the Corporation may, in its discretion, require the owner of such lost, stolen or destroyed certificate to give the Corporation a bond (or other adequate security) in such sum as it may direct as indemnity against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate or the issuance of such new certificate or uncertificated shares. The Board may adopt such other provisions and restrictions with reference to lost certificates, not inconsistent with applicable law, as it shall in its discretion deem appropriate.

5.5 Record Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound

to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by law.

## ARTICLE VI NOTICES

### 6.1 Notices.

(a) Whenever notice is required by law, the Certificate of Incorporation or these Bylaws, to be given to any Director, member of a committee or stockholder, such notice shall be in writing (including electronic mail as permitted in these Bylaws) and shall be deemed effectively given upon the earlier of (A) actual receipt or (B) (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. Notice given by electronic mail in accordance with these Bylaws and applicable law shall not require consent of the stockholder.

(b) Notice to a stockholder given by a form of electronic transmission in accordance with these Bylaws shall be deemed given: (i) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice; (ii) if by electronic mail, when directed to such stockholder's electronic mail address unless the stockholder has notified the corporation in writing or by electronic transmission of an objection to receiving notice by electronic mail or such notice is otherwise prohibited by applicable law; (iii) if by a posting on an electronic network, together with separate notice to the stockholder of such specific posting, upon the later of such posting and the giving of such separate notice; and (iv) if by another form of electronic transmission, when directed to the stockholder. For purposes of these Bylaws, "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

(c) Any notice to stockholders given by the Corporation may be given by a single written notice to stockholders who share an address if consented to by the stockholders at such address to whom such notice is given. Any such consent shall be revocable by the stockholders by written notice to the Corporation. Any stockholder who fails to object in writing to the Corporation, within sixty (60) days of having been given written notice by the Corporation of its intention to send the single notice as set forth in this Section 6.1(c) shall be deemed to have consented to receiving such single written notice.

6.2 Waivers of Notice. Whenever any notice is required by applicable law, the Certificate of Incorporation or these Bylaws, to be given to any Director, member of a committee or stockholder, a waiver thereof in writing, signed by the person or persons entitled to notice, or a waiver thereof given by electronic transmission by the person or persons entitled to notice, in each case, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a person at a meeting, present in person or represented by proxy, shall constitute a waiver of notice of such meeting, except where the person attends the meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of stockholders or any regular or special meeting of the Directors or members of a committee of Directors need be specified in any written waiver of notice unless so required by law, the Certificate of Incorporation or these Bylaws.

## ARTICLE VII INDEMNIFICATION AND ADVANCEMENT OF EXPENSES

7.1 Definitions. For purposes of this Article VII, the following terms shall have the meanings set forth below:

(a) **Action** means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative.

(b) **Indemnified Party** means any person who is or was a party or is threatened to be made a party to, or testifies in, any Action by reason of the fact that such person is or was a Director or executive officer (for the purposes of this Article VII, "executive officers" has the meaning defined in Rule 3b-7 promulgated under the 1934 Act) of the Corporation (which shall include actions taken in connection with or relating to the incorporation of the Corporation) or, while a Director or executive officer of the Corporation, is or was serving at the request of the Corporation as a Director, executive officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, including any employee benefit plan of the Corporation.

**7.2 Indemnification.** The Corporation, as the indemnitor of first resort, shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any Indemnified Party against any and all liability and loss suffered and expenses (including attorneys' fees), judgements, fines (including ERISA excise taxes or penalties) and amounts paid in settlement reasonably incurred by such Indemnified Party. Notwithstanding the preceding sentence or any other provision of these Bylaws, except as provided in Section 7.5, the Corporation shall not be obligated pursuant to terms of these Bylaws:

(a) to indemnify any Indemnified Party hereunder for acts, omissions or transactions for which the Indemnified Party is prohibited from receiving indemnification under these Bylaws or applicable law; provided, however, that notwithstanding any limitation set forth in this Section 7.2(a) of this Article VII regarding the Corporation's obligation to provide indemnification, any Indemnified Party shall be entitled under, and pursuant to the terms of, Section 7.4 of this Article VII to receive expenses payable in advance hereunder with respect to any such Action unless and until a court having jurisdiction over the Action shall have made a final judicial determination (as to which all rights of appeal therefrom have been exhausted or lapsed) that the Indemnified Party has engaged in acts, omissions or transactions for which the Indemnified Party is prohibited from receiving indemnification under these Bylaws or applicable law.

(b) to indemnify or pay expenses in advance pursuant to Section 7.4 of this Article VII to any Indemnified Party with respect to Actions initiated or brought voluntarily by the Indemnified Party and not by way of defense, counterclaim or crossclaim, except (i) with respect to actions or proceedings brought to establish or enforce a right to indemnification and the payment of expenses in advance pursuant to Section 7.4 of this Article VII under these Bylaws or any other agreement or insurance policy or under the Certificate of Incorporation or these Bylaws nor or hereafter in effect relating to Actions, (ii) with respect to any other such Action initiated or brought voluntarily by the Indemnified Party and not by way of defense, counterclaim or crossclaim, if the Board has approved the initiation or bringing of such Action, or (iii) as otherwise required under Section 145 of the DGCL.

(c) to indemnify any Indemnified Party in respect to remuneration paid to the Indemnified Party if it shall be determined by final judgment or final adjudication that such remuneration was in violation of law.

(d) to indemnify any Indemnified Party for any amounts paid in settlement of any action or claim without the Corporation's written consent (which consent shall not be unreasonably withheld, conditioned or delayed).

**7.3 Determination.** Any indemnification under this Article VII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that the indemnification of Indemnified Party is proper in the circumstances because such Indemnified Party has met the applicable standard of conduct set forth in subsections (a) and (b) of section 145 of the DGCL, as the case may be; provided, that the termination of any Action, shall not, of itself, create a presumption that the Indemnified Party did not act in good faith and in a manner which the Indemnified Party reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the Indemnified Party's conduct was unlawful. Such determination shall be made, with respect to an Indemnified Party who is a Director or officer at the time of such determination, (a) by a majority vote of the Directors who are not parties to such Action, even though less than a quorum, or (b) by a committee of such Directors designated by a majority vote of such Directors, even though less than a quorum, or (c) if there are no such Directors, or if such Directors so direct, by independent legal counsel in a written opinion or (d) by the holders of a majority of the total voting power of the Outstanding Shares

entitled to vote in the election of Directors, voting together as a single class. Such determination shall be made, with respect to former Directors or officers, by any person or persons having the authority to act on the matter on behalf of the Corporation. To the extent, however, that a present or former Indemnified Party of the Corporation has been successful on the merits or otherwise in defense of any Action or in defense of any claim, issue or matter therein, such Indemnified Party shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such Indemnified Party in connection therewith, without the necessity of authorization in the specific case. For purposes of any determination under this Section 7.3, a person shall be deemed to have acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe such person's conduct was unlawful, if such person's action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to such person by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The provisions of the preceding sentence shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in subsections (a) and (b) of section 145 of the DGCL, as the case may be.

7.4 Expenses Payable in Advance. Expenses (including, without limitation, attorneys' fees) incurred by an Indemnified Party in defending any Action shall be paid by the Corporation in advance of the final disposition of such Action upon receipt of an undertaking by or on behalf of such Indemnified Party to repay such amount if it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified by the Corporation as authorized in this Article VII.

7.5 Claim. If a claim for indemnification under this Article VII (following the final disposition of such proceeding) is not paid in full within sixty (60) days after the Corporation has received a claim therefor by the Indemnified Party, or if a claim for any advancement of expenses under this Article VII is not paid in full within thirty (30) days after the Corporation has received a statement or statements requesting such amounts to be advanced, the Indemnified Party shall thereupon (but not before) be entitled to file suit to recover the unpaid amount of such claim. If successful in whole or in part, the Indemnified Party shall be entitled to be paid the expense of prosecuting such claim to the fullest extent permitted by law. In any such action, the Corporation shall have the burden of proving that the Indemnified Party is not entitled to the requested indemnification or advancement of expenses under applicable law.

7.6 Non-Exclusivity of Rights; Survival. The rights conferred on any Indemnified Party by this Article VII are not exclusive of other rights arising under the Certificate of Incorporation, the Stockholders Agreement, or any other agreement vote of the directors or stockholders or otherwise. The rights conferred on any Indemnified Party by this Article VII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person. Any amendment, repeal or elimination of the foregoing provisions of this Article VII will be prospective only and shall not adversely affect any right or protection of an Indemnified Party existing at the time of, or increase the liability of any Indemnified Party with respect to any acts or omissions of such Indemnified Party occurring prior to, such amendment, repeal or elimination.

7.7 [Insurance.]<sup>8</sup> The Corporation will purchase and maintain insurance in the amounts the Board deems appropriate or advisable on behalf of any Indemnified Party against any liability asserted against such Indemnified Party and incurred by such Indemnified Party in such Indemnified Party's capacity, or arising out of such Indemnified Party's status, as an Indemnified Party, whether or not the Corporation would have the power to indemnify such Indemnified Party against such liability under applicable provisions of law.]

## **ARTICLE VIII** **GENERAL PROVISIONS**

<sup>8</sup> Note to Draft: Subject to the parties' continuing review and comment.

8.1 Fiscal Year. The fiscal year of the Corporation shall be January 1 to December 31, unless otherwise fixed by resolution of the Board.

8.2 Corporate Seal. The Corporation may adopt and may subsequently alter the corporate seal and it may use the same by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

8.3 Maintenance and Inspection of Records. The Corporation shall, either at its principal executive office or at such place or places as designated by the Board, keep a record of its stockholders listing their names and addresses and the number and class of shares held by each stockholder, a copy of these Bylaws as amended to date, accounting books and other records.

8.4 Reliance upon Books, Reports and Records. Each Director and each member of any committee designated by the Board shall, in the performance of their duties, be fully protected in relying in good faith upon the books of account or other records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or committees of the Board so designated, or by any other person as to matters which such Director or committee member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

8.5 Dividends. Subject to the requirements of the DGCL and the provisions of the Certificate of Incorporation and the Stockholders Agreement, dividends on the capital stock of the Corporation may be declared by the Board at any regular or special meeting of the Board (or any action by written consent in lieu thereof in accordance with Section 3.11 hereof), and may be paid in cash, in property, or in shares of the Corporation's capital stock. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for purchasing any of the shares of capital stock, warrants, rights, options, bonds, debentures, notes, scrip or other securities or evidences of indebtedness of the Corporation, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board may modify or abolish any such reserve. In the event that the Board declares a dividend on the capital stock of the Corporation pursuant to this Section 8.5, the Board may fix a record date in order that the Corporation may determine the stockholders entitled to receive payment of any dividend, which record date shall be fixed in accordance with Section 2.10(b).

8.6 Interpretation. Except where the context otherwise requires, wherever used, the singular includes the plural, the plural the singular, the use of any gender shall be applicable to all genders and the word "or" is used in the inclusive sense (and/or). The headings and captions of these Bylaws are for convenience of reference only and in no way define, describe, extend or limit the scope, construction, interpretation or intent of these Bylaws or any provision contained in these Bylaws. The term "including" as used herein does not limit the generality of any description preceding such term. Unless otherwise specified or where the context otherwise requires, (a) references in these Bylaws to any Article or Section are references to such Article or Section of these Bylaws; (b) references in any Section to any clause are references to such clause of such Section; (c) "hereof," "hereto," "hereby," "herein" and "hereunder" and words of similar import when used in Bylaws refer to these Bylaws as a whole and not to any particular provision of these Bylaws; (d) references to a law include any amendment or modification to such law and any rules or regulations issued thereunder, in each case, as in effect at the relevant time of reference thereto; (e) references to any agreement, instrument or other document in these Bylaws refer to such agreement, instrument or other document as originally executed or, if subsequently amended, replaced or supplemented from time to time, as so amended, replaced or supplemented and in effect at the relevant time of reference thereto; and (f) references to monetary amounts are denominated in United States Dollars.

8.7 Conflicts. If there is any conflict between any provisions of the Stockholders Agreement, on one hand, and the Restated Certificate or these Bylaws, on the other hand, the provisions of the Stockholders Agreement will prevail unless such prevalence would be in contravention of the requirements of the DGCL.

## **AMENDMENTS**

9.1 [Amendments.]<sup>9</sup> The affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of the Outstanding Shares, voting together as a single class, shall be required to amend, alter, change, repeal, or adopt any provision of these Bylaws; provided, that these Bylaws may not be amended, modified or terminated and the observance of any term hereunder may not be waived with respect to any stockholder or group of stockholders without the written consent of such stockholder or holders constituting a majority-in-interest of such group of stockholders, if such amendment, modification, termination or waiver would (by its terms or effect) materially, adversely and disproportionately affect such stockholder or group of stockholders as compared to any other stockholder or other group of stockholders; provided, further, [that during such time or times as the AHG Director is then seated,] the provisions of Section 3.2 (Number and Qualification), Section 3.4(b) (Removal of Directors), Section 3.6 (Regular Meetings), Section 3.7 (Special Meetings), Section 3.10 (Quorum), Section 3.11 (Action of the Board by Written Consent), Section 3.13 (Chairperson and Vice Chairperson of the Board), Section 5.2 (Transfers), and Section 5.3 (Right of First Refusal), may not be amended, modified or terminated and the observance of any term thereunder may not be waived with respect to (i) any of the AHG Stockholders without the written consent of the AHG Director for so long as the AHG Approval Right is in effect, if such amendment, modification, termination or waiver would adversely affect the rights of the AHG Stockholders thereunder [or (ii) SoftBank (as defined in the Stockholders Agreement) without the written consent of the SoftBank Director for so long as the SoftBank Approval Right is in effect, if such amendment, modification, termination or waiver would adversely affect the rights of SoftBank thereunder.] Notwithstanding anything herein to the contrary, any amendment, alteration, change or repeal of the provisions of these Bylaws that would, by its terms or effect, impact any rights or obligations of [(i) SoftBank (as defined in the Stockholders Agreement) under Section 2.2(e), Section 2.4, Section 2.7(a), Section 2.7(b), Section 2.7(d)(ii), Section 2.9, Section 2.10, Section 2.11, Section 2.12, Section 3.1, Section 3.2, Section 3.3, Section 3.4, Section 3.5, Section 3.6, Section 4.1, Section 4.2, Section 4.3, Section 4.4, Article 5, Article 6, Article 7, Article 8, Section 10.1(b), Section 10.1(f), Section 11.1, Section 12.1, Section 12.2, Section 12.15 and Section 12.17 (and all definitions used in such Sections and Articles) of the Stockholders Agreement will also require the written consent of the SoftBank Director for so long as the SoftBank Approval Right is in effect and (ii) any of the AHG Stockholders (as defined in the Stockholders Agreement) under Section 2.2(e), Section 2.4, Section 2.7(a), Section 2.7(b), Section 2.7(d)(ii), Section 2.9, Section 2.10, Section 2.11, Section 2.12, Section 3.1, Section 3.2, Section 3.3, Section 3.4, Section 3.5, Section 3.6, Section 4.1, Section 4.2, Section 4.3, Section 4.4, Article 5, Article 6, Article 7, Article 8, Section 10.1(b), Section 10.1(f), Section 11.1, Section 12.1, Section 12.2, Section 12.15 and Section 12.17 (and all definitions used in such Sections and Articles) of the Stockholders Agreement will also require the written consent of the AHG Director for so long as the AHG Approval Right is in effect.]

\* \* \*

<sup>9</sup> Note to Draft: Subject to the parties' continuing review and comment.

**Exhibit D-3a**

**Redline to the Previously  
Filed Form of the New Bylaws**

**AMENDED AND RESTATED**

**BYLAWS**

**OF**

**{WEWORK INC.}**

**A DELAWARE CORPORATION**

**EFFECTIVE [●], 2024**

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**AMENDED AND RESTATED BYLAWS<sup>1</sup>**

**OF**

**WEWORK INC.†**

**ARTICLE I  
OFFICES**

1.1 **Principal Executive Office.** The principal executive office of ~~WeWork Inc.~~ (the “Corporation”) shall be at such place established by the Board of Directors of the Corporation (the “Board”) in its discretion. The Board shall have full power and authority to change the location of the principal executive office.

1.2 **Registered Office.** The registered office of the Corporation shall be as set forth in the Corporation’s [Third] Amended and Restated Certificate of Incorporation, dated as of [●], 2024 (as amended, restated, supplemented or otherwise modified from time to time, including any certificate of designations relating to any outstanding series of preferred stock, the “Certificate of Incorporation”).

1.3 **Other Offices.** The Corporation may also have offices at such other places, both within and without the State of Delaware, as the Board may from time to time determine.

**ARTICLE II  
STOCKHOLDERS MEETINGS**

2.1 **Place of Meetings.** Meetings of stockholders may be held (a) at any place within or outside the State of Delaware designated by the Board or, in the case of a special meeting called at the request of the stockholders holding the requisite percentage of shares of stock, the stockholders that requested such meeting to be called as set forth in the written request therefor, or (b) if the Board is authorized to designate the place of a meeting of stockholders, and the Board so determines, solely by means of remote communication. Any stockholder participating in a meeting by remote communication is deemed to be present in person at the meeting. In the absence of any such designation by the Board or such stockholders, stockholder meetings shall be held at the principal place of business of the Corporation.

2.2 **Annual Meetings.** An annual meeting of stockholders of the Corporation for the election of directors and for transacting any other business properly brought before the meeting pursuant to these Amended and Restated Bylaws (as amended, restated, supplemented or otherwise modified from time to time, these “Bylaws”) shall be held on such date and at such time as the Board shall designate. At any such annual meeting, the stockholders entitled to vote thereon shall elect directors of the Corporation in accordance with the provisions of the Certificate of Incorporation [and the Stockholders Agreement, dated as of [●], 2024, among the Corporation and the stockholders of the Corporation (as amended, restated, supplemented or otherwise modified from time to time, the “Stockholders Agreement”), and shall transact such other business as may properly come before the meeting pursuant to these Bylaws; provided, however, that no annual meeting of stockholders need be held if directors are elected by written consent of the stockholders entitled to vote thereon in lieu of an annual meeting, in accordance with Section 211 of the General Corporation Law of the State of Delaware (the “DGCL”).

<sup>1</sup> THIS DRAFT IS SUBJECT TO CONTINUING DUE DILIGENCE AND THE PARTIES’ CONTINUING REVIEW AND COMMENT IN ALL RESPECTS, INCLUDING THE REVIEW AND COMMENT BY DELAWARE COUNSEL. THIS DRAFT IS NOT INTENDED NOR SHALL IT BE DEEMED TO CREATE A LEGALLY BINDING OR ENFORCEABLE AGREEMENT OF ANY TYPE OR NATURE UNLESS AND UNTIL FINALIZED AND AGREED UPON BY ~~CUPAR AND EACH OF THE OTHER~~ PARTIES.

~~In addition, this draft is subject to the review and comment by Potter Anderson, Delaware counsel to Cupar, in all respects.~~

2.3 Special Meetings. Unless otherwise required by law or by the Certificate of Incorporation, special meetings of the stockholders, for the transaction of such business as may properly come before the meeting, may be called by the Secretary of the Corporation only (i) at the request of the Board or the Chairperson of the Board or (ii) upon the written request received by the Secretary of the Corporation at the principle place of business of the Corporation by or on behalf of the holder or holders of record of Outstanding Shares (as defined below) representing collectively not less than a majority of the total voting power of the Outstanding Shares, voting together as a single class, and entitled to vote at such meeting. The Corporation may postpone, reschedule or cancel any previously scheduled special meeting of stockholders called by the Board or the Chairperson of the Board. “Outstanding Shares” means, as of such time of determination, the then issued and outstanding shares of Common Stock and all of the other shares, interests, rights, participations or other equivalents (however designated) of capital stock of the Corporation, collectively; provided, that, Outstanding Shares shall exclude (a) any and all Shares held by the Corporation in treasury and (b) any and all Shares held in escrow or which are otherwise subject to any escrow obligation or condition, in each case, pursuant to, or as expressly contemplated by, the [Exit LC Facility] and the transactions contemplated thereunder.

2.4 Notice. Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, notice, given in accordance with Section 232 the DGCL, of each meeting of stockholders will be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of such meeting, such notice to specify the place, if any, date and hour, in the case of special meetings, the purpose or purposes of the meeting, the record date for determining the stockholders entitled to vote at the meeting (if such date is different from the record date for stockholders entitled to notice of the meeting), and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at any such meeting. Notice of the time, place, if any, and purpose of any meeting of stockholders may be waived in writing, signed by the person entitled to notice thereof or by electronic transmission by such person, either before or after such meeting, and will be waived by any stockholder by such stockholder’s attendance thereat in person, by remote communication, if applicable, or by proxy, except when the stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Any stockholder so waiving notice of such meeting will be bound by the proceedings of any such meeting in all respects as if due notice thereof had been given.

2.5 Adjournments. Any meeting of stockholders, annual or special, whether or not a quorum is present, may be adjourned from time to time for any reason by either the Chairperson of the meeting, or the vote of the holders of a majority in voting power of the Outstanding Shares entitled to vote thereon, present in person or represented by proxy. Notwithstanding the provisions in Section 2.4, notice need not be given of any such adjourned meeting if the time, place, if any, and date of the meeting and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting and the record date for determining the stockholders entitled to vote at the meeting (if such date is different from the record date for determining stockholders entitled to notice of the meeting) are (a) announced at the meeting at which the adjournment is taken (b) displayed, during the time scheduled for the meeting, on the same electronic network used to enable stockholders and proxy holders to participate in the meeting by means of remote communication or (c) set forth in the notice of meeting of stockholders; provided, however, that if the date of any adjourned meeting is more than thirty (30) days after the date for which the meeting was originally called, notice of the adjourned meeting shall be given in conformity with Section 2.4. If after the adjournment a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board shall fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record as of the record date so fixed for notice of such adjourned meeting. At such adjourned meeting, any business may be transacted that might have been transacted at the original meeting if such meeting had been held as originally called.

2.6 Quorum. At all meetings of stockholders, except as otherwise provided by the DGCL, the Certificate of Incorporation, the Stockholders Agreement, or these Bylaws, the presence, in person, by remote communication, if applicable, or by proxy duly authorized, of the holders of a majority of the Outstanding Shares entitled to vote will constitute a quorum for the transaction of business. In the absence of a quorum, any meeting of stockholders may be adjourned, from time to time, in accordance with Section 2.5 hereof, but no other business will

be transacted at such meeting. The stockholders present at a duly called or convened meeting, at which a quorum is present, may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

2.7 Voting

(a) Unless otherwise required by the Certificate of Incorporation, these Bylaws, the Stockholders Agreement, or any law or regulation applicable to the Corporation or its securities, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one (1) vote for each share of capital stock held by such stockholder which has voting power on all matters submitted to a vote of stockholders of the Corporation.

(b) Except as otherwise provided by the DGCL, the Certificate of Incorporation, the Stockholders Agreement, or these Bylaws, in all matters other than the election of directors, the affirmative vote of a majority of voting power of the Outstanding Shares present and cast in person, by remote communication, if applicable, or represented by proxy duly authorized at the meeting and entitled to vote generally on the subject matter will be the act of the stockholders. Except as otherwise provided by the DGCL, the Certificate of Incorporation, the Stockholders Agreement, or these Bylaws, directors will be elected by a plurality of the ~~votes of the~~ voting power of the Outstanding Shares present and cast in person, by remote communication, if applicable, or represented by proxy duly authorized at the meeting and entitled to vote generally on the election of directors. Where a separate vote by a class or classes or series is required, except as otherwise provided by the DGCL, the Certificate of Incorporation, the Stockholders Agreement, or these Bylaws, a majority of the voting power of the Outstanding Shares of such class or classes or series, present in person, by remote communication, if applicable, or represented by proxy duly authorized, will constitute a quorum entitled to take action with respect to that vote on that matter. Except as otherwise provided by the DGCL, the Certificate of Incorporation, the Stockholders Agreement, or these Bylaws, the affirmative vote of the majority (plurality, in the case of the election of directors) of voting power of the Outstanding Shares of such class or classes or series present in person, by remote communication, if applicable, or represented by proxy at the meeting will be the act of such class or classes or series.

2.8 Participation at Stockholders Meetings by Remote Communications. In respect of any meeting of stockholders with respect to which the Board is authorized to designate the place of such meeting of stockholders, the Board may, in its sole discretion, determine that a meeting of stockholders shall not be held at any place, but may instead be held solely by means of remote communication in accordance with Section 211(a)(2) of the DGCL or any successor provision. If authorized by the Board in its sole discretion, and subject to such guidelines and procedures as the Board may adopt, stockholders and proxyholders not physically present at a meeting of stockholders may, by means of remote communication, (a) participate in a meeting of stockholders, and (b) be deemed present in person and vote at a meeting of stockholders, whether such meeting is to be held at a designated place or solely by remote communication; provided, that (x) the Corporation shall implement reasonable measures to verify that each person deemed present and entitled to vote at the meeting by means of remote communication is a stockholder or proxyholder, (y) the Corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (z) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

2.9 Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, which proxy shall be in a form permitted by the DGCL, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering an instrument in writing stating that the proxy is revoked or by filing another proxy bearing a later date with the Secretary of the Corporation.

2.10 Record Date.

(a) In order that the Corporation may determine the stockholders entitled to notice of any meeting of the stockholders or any adjournment thereof, the Board may fix a record date for the determination of the stockholders entitled to notice of any meeting or adjournment thereof. The record date so fixed shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of and to vote at a meeting of the stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of the stockholders shall apply to any adjournment of the meeting unless the Board fixes a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case the Board shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled (i) to consent to corporate action without a meeting in accordance with Section 228 of the DGCL and Section 2.15 of these Bylaws, (ii) to receive payment of any dividend or other distribution or allotment of any rights, or (iii) to exercise rights in respect of any change, conversion or exchange of stock or in respect of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than sixty (60) days prior to such action. If no such record date is fixed, the record date for determining the stockholders for any such purpose shall be at the close of business on the date on which the Board adopts the resolution relating thereto.

2.11 Stockholders List. A complete list of the stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order and showing the address of each stockholder, and the number of shares registered in the name of each stockholder, shall be prepared by the Corporation no later than the tenth (10<sup>th</sup>) day before such meeting of stockholders; provided, however, that if the record date for determining the stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date. Such list shall be open to examination by any stockholder, for any purpose germane to the meeting, for a period of at least ten (10) days ending on the day before the meeting date, on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or during ordinary business hours, at the principal place of business of the corporation. Except as otherwise provided by law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list required by this Section 2.11 or to vote in person or by proxy at any meeting of stockholders.

2.12 Conduct of Meetings.

(a) The meetings of the stockholders shall be presided over by the Chairperson of the Board, or if he is they are not present, by the Chief Executive Officer, or if neither the Chairperson of the Board nor Chief Executive Officer is present, by a Chairperson elected by the Board. If no Chairperson is elected by the Board, a Chairperson may be elected at the meeting by the holders of a majority in voting power of the Outstanding Shares entitled to vote thereon, present in person or represented by proxy.

(b) The date and time of the opening and closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the Chairperson of the meeting. The Board shall be entitled to make such rules and regulations for the conduct of any meeting of the stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board, the Chairperson of the meeting shall have the right and authority to convene and in good faith to postpone, recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such Chairperson, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the Chairperson of the meeting, may include, without limitation, and to the extent permitted by applicable law, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) the determination of when the polls shall open and close for any given matter to be voted on at the

meeting; (iii) rules and procedures for maintaining order at the meeting and the safety of those present (including, without limitation, rules and procedures for removal of disruptive persons from the meeting); (iv) limitations on attendance at, or participation in, the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the Chairperson of the meeting shall determine; (v) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (vi) limitations on the time allotted to questions or comments by participants.

(c) The Chairperson at any meeting of stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall, if the facts warrant, determine and declare to the meeting that a matter or business was not properly brought before the meeting and if such Chairperson of the meeting should so determine, such Chairperson shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. The Chairperson of the meeting shall conduct each such meeting in a businesslike and fair manner, but shall not be obligated to follow any technical, formal or parliamentary rules or principles of procedure, unless and to the extent determined otherwise by the Board.

2.13 Inspectors of Election. In advance of any meeting of the stockholders, if required by law, the Board shall appoint one (1) or more inspectors of election to act at the meeting and any postponement or adjournment thereof. One (1) or more other persons may be designated as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of the stockholders, the Chairperson of the meeting shall appoint one or more inspectors to act at the meeting. No Director or nominee for the office of Director shall be appointed as an inspector. Each inspector, before entering upon the discharge of the duties of inspector, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of such inspector's ability. The duties of the inspector shall include those prescribed by law and shall also include, but not be limited to, (a) determining the shares represented at the meeting and the validity of proxies and ballots, (b) counting all votes, ballots or consents, (c) hearing and determining all questions in any way arising in connection with the right to vote, and (d) certifying its determination of the number of shares represented at the meeting and its count of all votes, ballots or consents. The certification and report prepared by the inspector shall specify such other information as may be required by law.

2.14 Advance Notice of Stockholder Business and Director Nominations.<sup>2</sup>

(a) Annual Meetings of Stockholders.

(i) Nominations of persons for election to the Board and the proposal of other business to be considered by the stockholders may be made at an annual meeting of stockholders only (A) pursuant to the Corporation's notice of meeting (or any supplement thereto) delivered pursuant to Section 2.4 and Article VI hereof, (B) by or at the direction of the Board or any duly authorized committee thereof, or (C) by any stockholder of the Corporation who (1) is a stockholder of record at the time of delivery by the stockholder of the notice provided for in Section 2.14(a)(2) to the Secretary of the Corporation, (2) who is entitled to vote at the meeting and upon such election or other business, and (3) who complies with the notice procedures set forth in Section 2.14(a)(2); clause (iii) shall be the exclusive means for a stockholder to make nominations or submit other business and included in the Corporation's notice of meeting) before an annual meeting of stockholders. Notwithstanding the foregoing, if a stockholder is entitled to vote only for a specific class or category of Directors at a meeting of the stockholders, such stockholder's right to nominate one or more individuals for the election of a Director at the meeting shall be limited to such class or category of Directors.

(ii) Without qualification, for any nominations or other business to be properly brought before an annual meeting of stockholders by a stockholder pursuant to clause (iii) of Section 2.14(a)(1), the stockholder must have given timely notice thereof, in proper written form as provided in Section 2.14(c), to the Secretary of the Corporation and any such proposed business (other than nominations of persons for the election to the Board) must constitute a proper matter for stockholder action under the DGCL. To be timely, such a stockholder's notice shall be delivered to the Secretary at the principal executive office of the Corporation not later

<sup>2</sup> Note to Draft: Subject to the parties' continuing review and comment.

than the close of business on the ninetieth (90th) day nor earlier than the close of business on the one hundred twentieth (120th) day prior to the first anniversary date of the preceding year's annual meeting; provided, however, that in the event that the date of the annual meeting is more than thirty (30) days before or more than sixty (60) days after such anniversary date, notice by the stockholder must be so delivered not earlier than the close of business on the one hundred twentieth (120th) day prior to such annual meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such annual meeting or the tenth (10th) day following the day on which public announcement of the date of such meeting is first made by the Corporation. In no event will the public announcement of an adjourned or postponed annual meeting of stockholders commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. Notwithstanding any provision to the contrary in this Section 2.14(a), for the first annual meeting of the stockholders after the effective date of these Bylaws, to be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive office of the Corporation not earlier than the close of business on the one hundred twentieth (120th) day prior to the scheduled dated of such annual meeting and not later than the close of business on the later of the ninetieth (90th) day prior to the scheduled dated of such annual meeting or the tenth (10th) day following the day on which public announcement of the date of such meeting is first made by the Corporation.

(iii) Notwithstanding anything in the second sentence of Section 2.14(a)(2) to the contrary, in the event that the number of Directors to be elected to the Board at an annual meeting is increased effective after the time period for which nominations would otherwise be due under Section 2.14(a)(2) and there is no public announcement by the Corporation naming the nominees for the new positions created by such increase at least one hundred (100) days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice required by this Section 2.14 shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary at the principal executive office of the Corporation not later than the close of business on the tenth (10th) day following the day on which such public announcement is first made by the Corporation.

(b) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting delivered pursuant to Section 2.4 and Article VI hereof. Nominations of persons for election to the Board may be made at a special meeting of stockholders at which Directors are to be elected pursuant to the Corporation's notice of meeting (1) by or at the direction of the Board or any duly authorized committee thereof or (2) provided that the Board has determined that Directors shall be elected at such meeting, by any stockholder of the Corporation who (x) is a stockholder of record at the time of delivery by the stockholder of the notice provided for in this Section 2.14(b) to the Secretary of the Corporation, (y) who is entitled to vote at the meeting and upon such election, and (z) who complies with the notice procedures set forth in this Section 2.14(b). In the event the Corporation calls a special meeting of stockholders for the purpose of electing one (1) or more Directors to the Board, any such stockholder entitled to vote in such election of Directors may nominate a person or persons for election to such position(s) as specified in the Corporation's notice of meeting, if the stockholder's notice, in proper written form as set forth in Section 2.14(c), shall be delivered to the Secretary at the principal executive office of the Corporation not earlier than the close of business on the one hundred twentieth (120th) day prior to such special meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such special meeting or the tenth (10th) day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board to be elected at such meeting. In no event shall the public announcement of an adjournment or postponement of a special meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. Notwithstanding the foregoing, if a stockholder is entitled to vote only for a specific class or category of Directors at a special meeting of the stockholders, such stockholder's right to nominate one (1) or more individuals for the election of a Director at the meeting shall be limited to such class or category of Directors.

(c) Form of Notice. To be in proper written form, such stockholder's notice to the Secretary (whether pursuant to Section 2.14(a)(2), Section 2.14(a)(3), or Section 2.14(b)) must set forth:

(i) as to each person, if any, whom the stockholder proposes to nominate for election or re-election as a Director (A) all information relating to such person that is required to be disclosed in

solicitations of proxies for election of Directors in an election contest, and (B) such person's written consent to being named in the proxy statement as a nominee and to serving as a Director if elected;

(ii) as to any other business (other than the nomination of persons for election as Directors) that the stockholder desires to bring before the meeting, (A) a brief description of the business proposed to be brought before the meeting, (B) the text of the proposal or business (including the text of any resolutions proposed for consideration and, in the event that such business includes a proposal to amend these Bylaws, the language of the proposed amendment), (C) the reasons why the stockholder favors the proposal, (iv) the reasons for conducting such business at the meeting, and (D) any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made; and

(iii) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (A) the name and address of such stockholder, as they appear on the Corporation's books, and of such beneficial owner, (B) the class or series and number of shares of the Corporation's capital stock that are, directly or indirectly, owned beneficially and of record by such stockholder and by such beneficial owner, (C) a description of any agreement, arrangement or understanding with respect to the nomination or proposal between or among such stockholder and/or such beneficial owner, any of their respective affiliates or associates, and any others acting in concert with any of the foregoing, including, in the case of a nomination, the nominee, (D) a description of any agreement, arrangement or understanding (including any derivative or short positions, profit interests, options, warrants, convertible securities, stock appreciation or similar rights, hedging transactions, and borrowed or loaned shares) that has been entered into as of the date of the stockholder's notice by, or on behalf of, such stockholder and such beneficial owner, whether or not such instrument or right shall be subject to settlement in underlying shares of capital stock of the Corporation, the effect or intent of which is to mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of such stockholder or such beneficial owner with respect to shares of capital stock of the Corporation, (v) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such business or nomination, (vi) a representation whether the stockholder or the beneficial owner, if any, intends or is part of a group which intends (A) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's Outstanding Shares required to approve or adopt the proposal or elect the nominee and/or (B) otherwise to solicit proxies or votes from stockholders in support of such proposal or nomination, and (vii) any other information relating to such stockholder and beneficial owner, if any, required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of Directors in an election contest pursuant to and in accordance with Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder.

(d) General.

(i) The Corporation may require any proposed nominee for election or re-election as a Director to furnish such other information, in addition to the information set forth in the stockholder's notice delivered pursuant to this Section 2.14, as it may reasonably require to determine the eligibility of such proposed nominee to serve as a Director of the Corporation and whether such nominee qualifies as an "independent Director" or "audit committee financial expert" under applicable law, securities exchange rules or regulations, or any publicly-disclosed corporate governance guideline or committee charter of the Corporation.

(ii) Only such persons who are nominated in accordance with the procedures set forth in this Section 2.14 shall be eligible to be elected at an annual or special meeting of stockholders of the Corporation to serve as Directors, and only such business as shall have been brought before the meeting in accordance with the procedures set forth in this Section 2.14 shall be conducted at a meeting of stockholders. Except as otherwise provided by law, the Chairperson of the meeting shall have the power and duty to (A) determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in this Section 2.14 (including whether the stockholder or beneficial owner, if any, on whose behalf the nomination or proposal is made or solicited (or is part of a group which solicited) or did not so solicit, as the case may be, proxies or votes in support of such stockholder's nominee or proposal in compliance with such stockholder's representation as required by Section 2.14(c)(3)(vi)), and, (B) if any proposed nomination or business was not made or proposed in compliance with this Section 2.14, to declare that

such nomination shall be disregarded or that such proposed business shall not be transacted. Notwithstanding the foregoing provisions of this Section 2.14, unless otherwise required by law, if the stockholder who has delivered a notice pursuant to this Section 2.14 (or a qualified representative of such stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or proposed business, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. To be considered a “qualified representative” of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or by telegram, cablegram or other means of electronic transmission that is deemed valid in accordance with Section 2.9 hereof delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders, and such person must produce such writing or telegram, cablegram or electronic transmission, or a reliable reproduction of the writing or telegram, cablegram or electronic transmission, at the meeting of stockholders.

(iii) For purposes of this Section 2.14, “public announcement” shall mean disclosure in either (a) press release reported by the Dow Jones News Service, Associated Press or comparable national news service or (b) posted to the Corporation’s website (which may be non-public) to which the Corporation’s stockholders and beneficial owners that certify that they are beneficial owners of the Corporation’s capital stock have access.

(e) Submission of Questionnaire, Representation and Agreement. Subject to Section 2.14(f), to be eligible to be a nominee for election or re-election as a Director of the Corporation, the candidate for nomination must deliver (in accordance with the time periods prescribed for delivery of notice under Section 2.14(a)(2) or Section 2.14(b), as applicable) to the Secretary at the principal executive office of the Corporation (1) a completed written questionnaire (in a form provided by the Corporation) with respect to the background, qualifications, stock ownership and independence of such person and the background of any other person or entity on whose behalf the nomination is being made (which questionnaire shall be provided by the Secretary upon written request) and (2) a written representation and agreement (in the form provided by the Secretary upon written request) that such person (A) is not and, if elected as a Director during ~~his or her~~their term of office, will not become a party to (x) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a Director of the Corporation, will act or vote on any issue or question in ~~his or her~~their capacity as a Director (a “Voting Commitment”) that has not been disclosed to the Corporation or (y) any Voting Commitment that could limit or interfere with such person’s ability to comply, if elected as a Director of the Corporation, with such person’s fiduciary duties under applicable law, (B) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a Director of the Corporation that has not been disclosed to the Corporation, and (C) in such person’s individual capacity and on behalf of any person or entity on whose behalf the nomination is being made, would be in compliance, if elected as a Director of the Corporation, and will comply with all applicable publicly disclosed corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the Corporation (and, if requested by any candidate for nomination, the Secretary of the Corporation shall provide to such candidate for nomination all such policies and guidelines then in effect).

(f) Non-Applicability to Stockholders Agreement. Notwithstanding any other provision of this Section 2.14, so long as the Stockholders Agreement shall remain in effect and applicable to the nomination of persons for election to the Board, the election of nominees to the Board or the proposal of other business to be considered by the stockholders, the nomination of such persons, the election of such nominees and the proposal of such business shall be made in accordance with the Stockholders Agreement, and nothing in this Section 2.14 shall be deemed to apply to or constrain the rights of any party to the Stockholders Agreement (including, for the avoidance of doubt, the CEO Director (as defined in the Stockholders Agreement), AHG Director (as defined in the Stockholders Agreement), SoftBank Director (as defined in the Stockholders Agreement), and Cupar Director(s) (as defined in the Stockholders Agreement)).]

## 2.15 Action Without Meeting

(a) Unless otherwise provided in the Certificate of Incorporation or the Stockholders Agreement, any action required by the DGCL to be taken at any annual or special meeting of the stockholders, or

any action that may be taken at any annual or special meeting of the stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents setting forth the action so taken, will be signed by the holders of Outstanding Shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

(b) A consent must be set forth in writing or in an electronic transmission. No consent will be effective to take the corporate action referred to therein unless consents signed by a sufficient number of stockholders to take action are delivered to the corporation in the manner required by the DGCL within sixty (60) days of the first date on which a consent is so delivered to the corporation. All references to a consent in this Section 2.15 mean a consent permitted by Section 228 of the DGCL.

(c) If an action by consent is taken by stockholders by less than unanimous consent, prompt notice of the taking of the action by consent will be given to those stockholders as of the record date for the action by consent who have not consented and who would have been entitled to notice of the meeting if the action had been taken at a meeting and the record date for the notice of the meeting were the record date for the action by consent. If the action to which the stockholders consented is such as would have required the filing of a certificate under any section of the DGCL if such action had been voted on by stockholders at a meeting thereof, then the certificate filed under such section must state, in lieu of any statement required by such section concerning any vote of stockholders, that consent has been given in accordance with Section 228 of the DGCL.

(d) A consent permitted by this Section 2.15 shall be delivered: (A) to the principal place of business of the corporation; (B) to an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded; (C) to the registered office of the corporation in the State of Delaware by hand or by certified or registered mail, return receipt requested; (D) subject to the next sentence, in accordance with Section 116 of the DGCL to an information processing system, if any, designated by the Corporation for receiving such consents; or (E) when delivered in such other manner that complies with the DGCL. In the case of delivery pursuant to the foregoing clause (D), such consent must set forth or be delivered with information that enables the corporation to determine the date of delivery of such consent and the identity of the person giving such consent, and, if such consent is given by a person authorized to act for a stockholder or member as proxy, such consent must comply with the applicable provisions of Section 212(c)(2) & (3) of the DGCL. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing. A consent may be documented and signed in accordance with Section 116 of the DGCL, and when so documented or signed shall be deemed to be in writing for purposes of the DGCL; provided, that if such consent is delivered pursuant to clause (i), (ii) or (iii) of subsection (d)(1) of Section 228 of the DGCL, such consent must be reproduced and delivered in paper form.

### ARTICLE III DIRECTORS

3.1 Powers and Duties. Subject to the provisions of the DGCL and to any limitations in the Certificate of Incorporation, the Stockholders Agreement, or these Bylaws relating to action required to be approved by the stockholders, the business and affairs of the Corporation shall be managed, and all corporate powers shall be exercised, by or under the direction and control of the Board. The Board may delegate the management of the day-to-day operation of the business of the Corporation; provided, that the business and affairs of the Corporation shall remain under the ultimate direction and control of the Board and subject to the Stockholders Agreement.

3.2 Number and Qualifications. So long as the Stockholders Agreement shall remain in effect and applicable to the number of members of the Board (each, a "Director"), the Board shall consist of the number of Directors set forth in the Stockholders Agreement. At such time as the Stockholders Agreement shall have ceased to be in effect, the Board shall consist of two (2) or more Directors, the exact number of which shall be fixed from time

to time by resolution of the Board.<sup>13</sup> Unless otherwise required by law or the Certificate of Incorporation, Directors need not be stockholders of the Corporation or residents of Delaware. No reduction of the authorized number of Directors shall have the effect of removing any Director before that Director's term of office expires.

3.3 Election and Term of Office. So long as the Stockholders Agreement shall remain in effect and applicable thereto, the election of Directors shall be subject to the Stockholders Agreement. The Directors shall be elected at each annual meeting of stockholders but if any such annual meeting is not held or the Directors are not elected thereat, the Directors may be elected at any special meeting of stockholders held for that purpose. Each Director shall hold office until ~~his or her~~<sup>their</sup> successor shall have been elected and shall qualify or until ~~he or~~<sup>she</sup>~~they~~ shall resign or shall have been removed in the manner provided in the Stockholders Agreement and/or these Bylaws, as applicable.

3.4 Resignation and Removal of Directors.

(a) Any Director of the Corporation may resign from the Board or any committee thereof at any time, by giving notice in writing or by electronic transmission to the Chairperson of the Board, the President or the Secretary of the Corporation and, in the case of a committee, to the Chairperson of such committee, if there be one. Such resignation shall take effect at the time therein specified or, if no time is specified, immediately. Unless otherwise specified in such notice, the acceptance of such resignation shall not be necessary to make it effective.

(b) So long as the Stockholders Agreement shall remain in effect and applicable thereto, the removal of Directors shall be subject to the Stockholders Agreement. [At such time as the Stockholders Agreement shall have ceased to be in effect or does not apply to a specific removal, any Director or the entire Board may be removed from office at any time, either with or without cause, only by the affirmative vote of the holders of at least a majority of the total voting power of the Outstanding Shares entitled to vote in the election of Directors, voting together as a single class, except as otherwise required by law or the Certificate of Incorporation.]<sup>14</sup> Any Director serving on a committee of the Board may be removed from such committee at any time by the Board.

3.5 Vacancies. So long as the Stockholders Agreement shall remain in effect and applicable to the filling of a vacancy on the Board by reason of the incapacity, death, removal or resignation of a Director, such vacancy shall be filled by the person or entity entitled to appoint the replacement Director in accordance with the Stockholders Agreement. [At such time as the Stockholders Agreement shall have ceased to be in effect or does not apply to a specific vacancy pursuant to Section 2.4 of the Stockholders Agreement or as otherwise set forth therein, any vacancy on the Board, by reason of incapacity, death, removal, resignation, or otherwise, and any newly created directorship that results from an increase in the number of Directors, shall be filled only by the affirmative vote or consent of a majority of the Board then in office, even if less than a quorum, or by a sole remaining Director and not by any other person or persons except as otherwise required by law or the Certificate of Incorporation.]<sup>15</sup> Any Director elected ~~in accordance with the preceding sentence to fill a vacancy~~ shall hold office until ~~his or her~~<sup>their</sup> successor shall have been elected and shall qualify or until ~~he or she~~<sup>they</sup> shall resign or shall have been removed in the manner provided in these Bylaws.

3.6 Regular Meetings. Regular meetings of the Board shall be held at such place or places, on such date or dates and at such time or times, as shall have been established by the Board and publicized among all Directors; provided, that the Board shall meet on a quarterly basis at minimum. A notice of each regular meeting shall not be required to the extent the place, date and time of such meeting shall have been established by the Board and publicized among all Directors.

3.7 Special Meetings. Special meetings of the Board for any purpose or purposes may be called at any time by the Chairperson of the Board, if any, or any three (3) Directors then in office. Notice of the time and place of

<sup>3</sup> Note to Draft: Subject to the parties' continuing review and comment.

<sup>4</sup> Note to Draft: Subject to the parties' continuing review and comment.

<sup>5</sup> Note to Draft: Subject to the parties' continuing review and comment.

all special meetings of the Board will be orally or in writing, by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, or by electronic mail or other means of electronic transmission, during normal business hours, at least 48 hours before the date and time of the meeting. If notice is sent by mail, it will be sent by first class US mail, postage prepaid at least three days before the date of the meeting, addressed to the applicable Director at ~~his or her~~their residence or usual place of business ("Mail Notice"). Notwithstanding anything in these Bylaws to the contrary, Mail Notice shall be insufficient and ineffective for any special meeting of the Board called by only three (3) Directors then in office. Notice of any meeting may be waived in writing or by electronic transmission at any time before or after the meeting and will be waived by any director by attendance thereat, except when the director attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. A notice of special meeting need not state the purpose of such meeting, and, unless indicated in the notice thereof, any and all business may be transacted at a special meeting.

3.8 Organization. Meetings of the Board shall be presided over by the Chairperson of the Board, or in ~~his or her~~their absence by the Vice Chairperson of the Board, if any, or in ~~his or her~~their absence by the Chief Executive Officer, if any, if such person is a member of the Board, or in the absence of any such person, by a chairperson chosen at the meeting. The Secretary shall act as secretary of the meeting, but in ~~his or her~~their absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

3.9 Meetings by Means of Conference Telephone. Members of the Board, or any committee thereof, may participate in a meeting of the Board or such committee by means of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting through the use of such equipment shall constitute presence in person at such meeting.

3.10 [Quorum.]<sup>6</sup> Except as otherwise required by law, the Stockholders Agreement or the Certificate of Incorporation, at all meetings of the Board, a majority of the directors, including, to the extent each of the Cupar Approval Right (as defined in the Stockholders Agreement), the AHG Approval Right (as defined in the Stockholders Agreement) and the SoftBank Approval Right (as defined in the Stockholders Agreement) is then in effect, a Cupar Director, the AHG Director and the SoftBank Director [(each as defined in the Stockholders Agreement)] shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, a majority of the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting of the time and place of the adjourned meeting, until a quorum shall be present. Notwithstanding anything in this Section 3.10 to the contrary, at any meeting of the Board established and publicized or called pursuant to the terms of Section 3.7 (a "Duly Called Board Meeting") to consider any action or subject matter pertaining to the Corporation (a "Board Matter") that immediately follows two (2) consecutive Duly Called Board Meetings with respect to the same Board Matter at which a lack of quorum was attributable, in each such case, to the non-attendance of a Cupar Director, the AHG Director, or the SoftBank Director (as the case may be, an "Absent Director"), the presence of such Absent Director shall not be required for the purpose of constituting a quorum at such third and subsequent Duly Called Board Meeting to consider the same Board Matter (the "Third Duly Called Board Meeting"); provided, that notice of such Third Duly Called Board Meeting (the "Third Meeting Notice") was (a) provided to such Absent Director, if by mail, addressed to such Absent Director at his or her residence or usual place of business, at least five (5) days before the day on which such Third Duly Called Board Meeting was held, or (b) sent to such Absent Director at such place by facsimile, electronic mail or other electronic transmissions, or delivered personally or by telephone, in each case at least five (5) days prior to the set time of such Third Duly Called Board Meeting; provided, further, that such Third Meeting Notice included information regarding the Board Matter to be considered at such Third Duly Called Board Meeting. Except as otherwise required by law, the Stockholders Agreement or the Certificate of Incorporation, at all meetings of any committee of the Board, a majority of the directors constituting such committee, as the case may be, shall constitute a quorum for the transaction of business and the act of a majority of the committee members present at any meeting at which there is a quorum shall be the act of such committee. If a quorum shall not be present at any meeting of any Board committee, a majority of the directors present thereat may adjourn the meeting from time to time, without

<sup>6</sup> Note to Draft: Subject to the parties' continuing review and comment.

notice other than announcement at the meeting of the time and place of the adjourned meeting, until a quorum shall be present. If the Certificate of Incorporation provides that one (1) or more directors will have more or less than one (1) vote per director on any matter, every reference in this Section 3.10 to a majority or other proportion of the directors will refer to a majority or other proportion of the votes of the directors.[]]

3.11 3.10Action of the Board by Written Consent. Unless otherwise provided in the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board or any committee thereof may be taken without a meeting if all of the members of the Board or such committee, as the case may be, consent thereto in writing or by electronic transmission. After an action is taken, the consent or consents relating thereto shall be filed with the minutes of proceedings of the Board or such committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

3.12 3.11Expense Reimbursement and Compensation. Directors and members of committees may receive such compensation, if any, for their services and such reimbursement of expenses as may be fixed or determined by resolution of the Board. This Section 3.113.12 shall not be construed to preclude any Director from serving the Corporation in any other capacity as an officer, agent, employee or otherwise and receiving compensation for those services.

3.13 3.12Chairperson and Vice Chairperson of the Board. The Corporation shall have a Chairperson of the Board and, at its discretion, a Vice Chairperson of the Board. ~~The Chairperson of the Board shall preside at all meetings of the stockholders and of the Board and shall exercise and perform such other powers and duties as may be from time to time assigned to him or her by the Board or as may be prescribed by these Bylaws.~~ The Chairperson and Vice Chairperson (if any) of the Board shall be elected by a majority of the Board. If there is no Chief Executive Officer and no President, then the Chairperson of the Board will also serve as the chief executive officer of the corporation (including for purposes of any reference to Chief Executive Officer in these Bylaws) and will have the powers and duties prescribed in Section 4.6, unless the Board otherwise provides.

3.14 3.13Committees.

(a) The Board may, by resolution, designate from among its members one (1) or more committees, each such committee to consist of one (1) or more of the Directors of the Corporation. The Board may designate one (1) or more Directors as alternate members of any committee to replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not ~~he, she or~~ they constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board establishing such committee, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that no such committee shall have the power or authority in reference to the following matters: (a) approving or adopting, or recommending to the stockholders, any action or matter (other than the election or removal of Directors) expressly required by the DGCL to be submitted to stockholders for approval, or (b) adopting, amending or repealing any bylaw of the Corporation. All committees of the Board shall keep minutes of their meetings and shall report their proceedings to the Board when requested or required by the Board.

(b) Any committee of the Board may adopt such rules and regulations not inconsistent with the provisions of law, the Certificate of Incorporation, these Bylaws, or the Stockholders Agreement for the conduct of its meetings as such committee may deem proper. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article III of these Bylaws.

## ARTICLE IV OFFICERS

4.1 General. The officers of the Corporation shall be chosen by the Board and shall include (a) a President, and (b) a Secretary. The Board, in its discretion, may also appoint such additional officers as the Board may deem necessary or desirable, including a Chief Executive Officer, Chief Financial Officer, one (1) or more Vice Presidents, one (1) or more Assistant Secretaries, a Treasurer and one (1) or more Assistant Treasurers, each of whom shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine. Subject to applicable law, the Board may delegate to any officer of this Corporation or any committee of the Board the power to appoint, remove and prescribe the term and duties of any officer provided for in this Section 4.1. Any number of offices may be held by the same person, unless otherwise provided by the Certificate of Incorporation or these Bylaws.

4.2 Appointment and Term. Each officer shall serve at the pleasure of the Board and shall hold office until such officer's successor has been appointed, or until such officer's earlier death, resignation or removal. Any officer may be removed, either with or without cause, by the Board or by any officer upon whom such power of removal may be conferred by the Board.

4.3 Resignations. An officer may resign from his or her~~their~~ position at any time, by giving notice in writing or electronic transmission to the Corporation. Such resignation shall be without prejudice to any rights, if any, the Corporation may have under any contract to which the officer is a party. Such resignation shall take effect at the time therein specified, or, if no time is specified, immediately; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.4 Vacancies. A vacancy in any office because of death, resignation, removal or otherwise shall be filled by the Board in the manner prescribed in these Bylaws for election or appointment to such office.

4.5 Compensation. The Board shall fix, or may appoint a committee to fix, the compensation of all officers of the Corporation appointed by the Board. Subject to applicable law, the Board may authorize any officer upon whom the power to appoint officers may have been conferred pursuant to Section 4.1 to fix the compensation of such officers.

4.6 Chief Executive Officer. The Chief Executive Officer, if any, shall have general supervision, direction and control of the business and affairs of the Corporation and shall be responsible for corporate policy and strategy. The Chief Executive Officer shall, if present and in the absence of the Chairperson of the Board, preside at meetings of the stockholders and (if a Director) at all meetings of the Board.

4.7 President. The President of this Corporation shall have the general powers and duties of management usually vested in the office of president and general manager of a corporation and shall have such other authority and shall perform such other duties as may from time to time be assigned to him or her~~their~~ by the Board or Chief Executive Officer, if any. In the absence or disability of the Chief Executive Officer or if the office of Chief Executive Officer is vacant, the President will preside at all meetings of the stockholders and (if a Director) at all meetings of the Board, unless the Chairperson of the Board has been appointed and is present. If the office of Chief Executive Officer is vacant, the President will be the chief executive officer of the corporation (including for purposes of any reference to Chief Executive Officer in these Bylaws) and will, subject to the control of the Board, have general supervision, direction and control of the business and officers of the corporation.

4.8 Vice Presidents. A Vice President, if any, shall have such powers and duties as shall be prescribed by his or her~~their~~ superior officer, the President or the Chief Executive Officer, if any. A Vice President shall, when requested, counsel with and advise the other officers of the Corporation and shall perform such other duties as the President, the Chief Executive Officer, if any, or as the Board may from time to time determine.

4.9 Chief Financial Officer. The Chief Financial Officer, if any, shall exercise all the powers and perform the duties of the office of the chief financial officer and in general have overall supervision of the financial operations of the Corporation. The Chief Financial Officer shall, when requested, counsel with and advise the other officers of the Corporation and shall perform such other duties as the President or the Chief Executive Officer, if any, or as the Board may from time to time determine.

4.10 Secretary. The powers and duties of the Secretary are: (a) to act as Secretary at all meetings of the Board, of the committees of the Board and of the stockholders and to record the proceedings of such meetings in a book or books to be kept for that purpose; (b) to see that all notices required to be given by the Corporation are duly given and served; (c) to act as custodian of the seal of the Corporation and affix the seal or cause it to be affixed to all certificates of stock of the Corporation and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws; (d) to have charge of the books, records and papers of the Corporation and see that the reports, statements and other documents required by law to be kept and filed are properly kept and filed; and (e) to perform all of the duties incident to the office of Secretary. The Secretary shall, when requested, counsel with and advise the other officers of the Corporation and shall perform such other duties as the President, the Chief Executive Officer, if any, or as the Board may from time to time determine.

4.11 Treasurer. The Treasurer, if any, shall supervise and be responsible for all the funds and securities of the Corporation, the deposit of all moneys and other valuables to the credit of the Corporation in depositories of the Corporation, borrowings and compliance with the provisions of all indentures, agreements and instruments governing such borrowings to which the Corporation is a party, the disbursement of funds of the Corporation and the investment of its funds, and in general shall perform all of the duties incident to the office of the Treasurer. The Treasurer shall, when requested, counsel with and advise the other officers of the Corporation and shall perform such other duties as the President, the Chief Executive Officer, if any, or as the Board may from time to time determine.

4.12 Other Officers. Such other officers as the Board may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board which shall not be inconsistent with these Bylaws and, to the extent not so stated, as generally pertain to their respective offices, subject to the control of the Board. The Board may require any officer, agent or employee to give a security for the faithful performance of ~~his or her~~<sup>their</sup> duties. The Board may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

4.13 Corporate Contracts and Instruments; How Executed. The Board may authorize any officer or officers, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances.

4.14 Action with Respect to Securities of Other Entities. The President, the Chief Executive Officer, if any, or any other officer of the Corporation authorized by the Board is authorized to vote, represent, and exercise on behalf of the Corporation all rights incident to any and all shares or equity interests of any other corporation or entity or corporations or entities standing in the name of the Corporation. The authority herein granted may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by the person having such authority.

## ARTICLE V STOCK

5.1 Certificates. The shares of the Corporation may, but need not be, represented by certificates. Every holder of capital stock shall be entitled, upon written request, to have a certificate signed by, or in the name of, the Corporation by any 2 authorized officers of the Corporation, representing the number of shares registered in such holder's name. Any or all of the signatures on the certificate may be a facsimile signature. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issuance.

5.2 Transfers. Subject to compliance with and except as otherwise provided by the Certificate of Incorporation, these Bylaws and the Stockholders Agreement, shares of stock of the Corporation shall be transferable upon the Corporation's books by the holders thereof, in person or by their duly authorized attorneys or legal representatives, upon surrender to the Corporation of the certificate or certificates representing such shares endorsed by the appropriate person or persons (or, with respect to uncertificated shares, by delivery of duly executed

instructions or in any other manner permitted by applicable law). Certificates representing such shares, if any, shall be cancelled and new certificates, if the shares are to be certificated, shall thereupon be issued. Shares of capital stock of the Corporation that are not represented by a certificate shall be transferred in accordance with applicable law. A record shall be made of each transfer. Whenever any transfer of shares shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer if, when the certificates are presented, both the transferor and transferee request the Corporation to do so. The Board shall have power and authority to make such rules and regulations as it may deem necessary or proper concerning the issue, transfer and registration of certificates for shares of stock of the Corporation.

5.3 Right of First Refusal.<sup>7</sup> No stockholder will sell, transfer, convey, assign, pledge, hypothecate, loan, or otherwise dispose of or encumber, or enter into any contract to sell, any shares of stock of the Corporation or any Interest therein, whether, directly or indirectly, voluntarily or by operation of law, by gift or otherwise (a “Transfer”), unless such Transfer meets the requirements set forth in this Section 5.3, in addition to any other restrictions or requirements set forth under applicable law or these Bylaws:

(a) If the stockholder desires to Transfer any of the stockholder’s shares of stock, then the stockholder must first give written notice thereof to the Corporation. The notice must name the proposed transferee and state the number of shares to be transferred, the proposed consideration, and all other terms and conditions of the proposed transfer.

(b) For thirty (30) days following receipt of such notice, the Corporation has the option to purchase up to all the shares specified in the notice at the price and upon the terms set forth in such notice. In the event of a gift, property settlement or other Transfer in which the proposed transferee is not paying the full price for the shares, and that is not otherwise exempted from the provisions of this Section 5.3, the price will be deemed to be the fair market value of the stock at such time as determined in good faith by the Board. In the event the Corporation elects to purchase all of the shares or a lesser portion of the shares, it will give written notice to the transferring stockholder of its election and settlement for said shares will be made as provided below in Section 5.3(d).

(c) The Corporation may assign its rights hereunder.

(d) In the event the Corporation and/or its assignee(s) elect to acquire any of the shares of the transferring stockholder as specified in said transferring stockholder’s notice, the Secretary of the Corporation will so notify the transferring stockholder and settlement thereof will be made in cash within thirty (30) days after the Secretary of the Corporation receives said transferring stockholder’s notice; provided, that if the terms of payment set forth in said transferring stockholder’s notice were other than cash against delivery, the Corporation and/or its assignee(s) will pay for said shares on the same terms and conditions set forth in said transferring stockholder’s notice.

(e) In the event the Corporation and/or its assignee(s) do not elect to acquire all of the shares specified in the transferring stockholder’s notice, said transferring stockholder may, subject to the Corporation’s approval and all other restrictions on Transfer located in Section 5.2 of these Bylaws, within the sixty (60) day period following the expiration or waiver of the option rights granted to the Corporation and/or its assignee(s) herein, Transfer the shares specified in said transferring stockholder’s notice that were not acquired by the Corporation and/or its assignee(s) as specified in said transferring stockholder’s notice. All shares so sold by said transferring stockholder will continue to be subject to the provisions of this Section 5.3 in the same manner as before said Transfer.

(f) “Interest” means any legal or beneficial right or interest in the stock of the Corporation, including without limitation rights to vote (including depositing any shares of stock into a voting trust) or to receive or participate in dividends or other income with respect thereto.

<sup>7</sup> Note to Draft: Subject to the parties’ continuing review and comment.

(g) Anything to the contrary contained herein notwithstanding, the following transactions are exempt from the right of first refusal contained in this Section 5.3:

(i) A stockholder's Transfer of any or all shares held either during such stockholder's lifetime or on death by will or intestacy to such stockholder's immediate family or to any custodian or trustee for the account of such stockholder or such stockholder's immediate family or to any limited partnership or limited liability company of which the stockholder, members of such stockholder's immediate family or any trust for the account of such stockholder or such stockholder's immediate family will be the general or limited partner(s) of such partnership or the controlling member(s) of such limited liability company. "Immediate family" as used herein means spouse, life partner or similar statutorily-recognized domestic partner, lineal descendant, father, mother, brother, or sister of the stockholder making such Transfer;

(ii) A stockholder's bona fide pledge or mortgage of any shares with a commercial lending institution, provided, that any subsequent Transfer of said shares by said institution will be conducted in the manner set forth in this Section 5.3;

(iii) A stockholder's Transfer of any or all of such stockholder's shares to the Corporation or to any other stockholder of the Corporation;

(iv) A stockholder's Transfer of any or all of such stockholder's shares to a person who, at the time of such Transfer, is an officer or director of the Corporation;

(v) A corporate stockholder's Transfer of any or all of its shares pursuant to and in accordance with the terms of any merger, consolidation, conversion, domestication, reclassification of shares or capital reorganization of the corporate stockholder, or pursuant to a sale of all or substantially all of the stock or assets of a corporate stockholder;

(vi) A stockholder's Transfer of shares of Preferred Stock of the Corporation (or any shares of Common Stock issued upon conversion thereof);

(vii) A corporate stockholder's Transfer of any or all of its shares to any or all of its stockholders, members, partners, or other equity holders, or any of its Affiliates. "Affiliates" as used herein means, with respect to any stockholder, any other stockholder who directly or indirectly, controls, is controlled by or is under common control with such stockholder, including, without limitation, any general partner, managing member, officer, director or trustee of such stockholder, or any venture capital fund or registered investment company now or hereafter existing which is controlled by one (1) or more general partners, managing members or investment advisers of, or shares the same management company or investment adviser with, such stockholder; or

(viii) A Transfer by a stockholder that is a limited or general partnership to any or all of its partners or former partners in accordance with partnership interests.

In any such case, the transferee, assignee, or other recipient will receive and hold such stock subject to the provisions of this Section 5.3 and any other restrictions set forth in these Bylaws, and there will be no further Transfer of such stock except in accord with this Section 5.3 and the other provisions of these Bylaws.

(h) The provisions of this Section 5.3 may be waived with respect to any Transfer either by the Corporation, upon duly authorized action of its Board, or by the stockholders, upon the express written consent of the owners of a majority of the voting power of the Outstanding Shares (excluding the votes represented by those shares to be transferred by the transferring stockholder).

(i) Any Transfer, or purported Transfer, of securities of the Corporation will be null and void unless the terms, conditions, and provisions of this Section 5.3 are strictly observed and followed.

(j) The foregoing right of first refusal will terminate upon the date securities of the Corporation are first offered to the public pursuant to a registration statement filed with, and declared effective by, the SEC under the Securities Act of 1933, as amended.

(k) The certificates representing shares of Common Stock of the Corporation that are subject to the right of first refusal contained in this Section 5.3 will bear on their face the following legend so long as the foregoing right of first refusal remains in effect:

“THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A RIGHT OF FIRST REFUSAL OPTION IN FAVOR OF THE CORPORATION AND/OR ITS ASSIGNEE(S), AS PROVIDED IN THE BYLAWS OF THE CORPORATION.”

(l) To the extent this Section 5.3 conflicts with the Stockholders Agreement or any other written agreement(s) between the Corporation and the stockholder attempting to Transfer shares, such agreement(s) will control. For the avoidance of doubt, any Company right of first refusal right satisfied or waived in such written agreement(s) and any proposed Transfer of shares that is exempt from any Company right of first refusal right under such agreement(s) shall, in each case, be deemed to satisfy the provisions of this Section 5.3.

5.4 Lost, Stolen or Destroyed Certificates. The Corporation may direct a new certificate or uncertificated shares be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issuance of a new certificate or uncertificated shares, the Corporation may, in its discretion, require the owner of such lost, stolen or destroyed certificate to give the Corporation a bond (or other adequate security) in such sum as it may direct as indemnity against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate or the issuance of such new certificate or uncertificated shares. The Board may adopt such other provisions and restrictions with reference to lost certificates, not inconsistent with applicable law, as it shall in its discretion deem appropriate.

5.5 Record Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by law.

## ARTICLE VI NOTICES

### 6.1 Notices.

(a) Whenever notice is required by law, the Certificate of Incorporation or these Bylaws, to be given to any Director, member of a committee or stockholder, such notice shall be in writing (including electronic mail as permitted in these Bylaws) and shall be deemed effectively given upon the earlier of (A) actual receipt or (B) (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. Notice given by electronic mail in accordance with these Bylaws and applicable law shall not require consent of the stockholder.

(b) Notice to a stockholder given by a form of electronic transmission in accordance with these Bylaws shall be deemed given: (i) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice; (ii) if by electronic mail, when directed to such stockholder's electronic mail address unless the stockholder has notified the corporation in writing or by electronic transmission of an objection to receiving notice by electronic mail or such notice is otherwise prohibited by applicable law; (iii) if by a posting on an electronic network, together with separate notice to the stockholder of such specific posting, upon the

later of such posting and the giving of such separate notice; and (iv) if by another form of electronic transmission, when directed to the stockholder. For purposes of these Bylaws, “electronic transmission” means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

(c) Any notice to stockholders given by the Corporation may be given by a single written notice to stockholders who share an address if consented to by the stockholders at such address to whom such notice is given. Any such consent shall be revocable by the stockholders by written notice to the Corporation. Any stockholder who fails to object in writing to the Corporation, within sixty (60) days of having been given written notice by the Corporation of its intention to send the single notice as set forth in this Section 6.1(c) shall be deemed to have consented to receiving such single written notice.

6.2 Waivers of Notice. Whenever any notice is required by applicable law, the Certificate of Incorporation or these Bylaws, to be given to any Director, member of a committee or stockholder, a waiver thereof in writing, signed by the person or persons entitled to notice, or a waiver thereof given by electronic transmission by the person or persons entitled to notice, in each case, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a person at a meeting, present in person or represented by proxy, shall constitute a waiver of notice of such meeting, except where the person attends the meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of stockholders or any regular or special meeting of the Directors or members of a committee of Directors need be specified in any written waiver of notice unless so required by law, the Certificate of Incorporation or these Bylaws.

## ARTICLE VII INDEMNIFICATION AND ADVANCEMENT OF EXPENSES

7.1 Definitions. For purposes of this Article VII, the following terms shall have the meanings set forth below:

(a) Action means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative.

(b) Indemnified Party means any person who is or was a party or is threatened to be made a party to, or testifies in, any Action by reason of the fact that such person is or was a Director or executive officer (for the purposes of this Article VII, “executive officers” has the meaning defined in Rule 3b-7 promulgated under the 1934 Act) of the Corporation (which shall include actions taken in connection with or relating to the incorporation of the Corporation) or, while a Director or executive officer of the Corporation, is or was serving at the request of the Corporation as a Director, executive officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, including any employee benefit plan of the Corporation.

7.2 Indemnification. The Corporation, as the indemnitor of first resort, shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any Indemnified Party against any and all liability and loss suffered and expenses (including attorneys’ fees), judgements, fines (including ERISA excise taxes or penalties) and amounts paid in settlement reasonably incurred by such Indemnified Party. Notwithstanding the preceding sentence or any other provision of these Bylaws, except as provided in Section 7.5, the Corporation shall not be obligated pursuant to terms of these Bylaws:

(a) Excluded Acts or Omissions. To indemnify any Indemnified Party hereunder for acts, omissions or transactions for which the Indemnified Party is prohibited from receiving indemnification under these Bylaws or applicable law; provided, however, that notwithstanding any limitation set forth in this Section 7.2(a) of this Article VII regarding the Corporation’s obligation to provide indemnification, any Indemnified Party shall be entitled under, and pursuant to the terms of, Section 7.4 of this Article VII to receive expenses payable in advance hereunder with respect to any such Action unless and until a court having jurisdiction over the Action shall have made a final judicial determination (as to which all rights of appeal therefrom have been exhausted or lapsed) that

the Indemnified Party has engaged in acts, omissions or transactions for which the Indemnified Party is prohibited from receiving indemnification under these Bylaws or applicable law.

(b) Claims Initiated by Indemnitee. Toto indemnify or pay expenses in advance pursuant to Section 7.4 of this Article VII to any Indemnified Party with respect to Actions initiated or brought voluntarily by the Indemnified Party and not by way of defense, counterclaim or crossclaim, except (i) with respect to actions or proceedings brought to establish or enforce a right to indemnification and the payment of expenses in advance pursuant to Section 7.4 of this Article VII under these Bylaws or any other agreement or insurance policy or under the Certificate of Incorporation or these Bylaws nor or hereafter in effect relating to Actions, (ii) with respect to any other such Action initiated or brought voluntarily by the Indemnified Party and not by way of defense, counterclaim or crossclaim, if the Board has approved the initiation or bringing of such Action, or (iii) as otherwise required under Section 145 of the DGCL.

(c) Illegal Remuneration. Toto indemnify any Indemnified Party in respect to remuneration paid to the Indemnified Party if it shall be determined by final judgment or final adjudication that such remuneration was in violation of law.

(d) Unauthorized Settlement. Toto indemnify any Indemnified Party for any amounts paid in settlement of any action or claim without the Corporation's written consent (which consent shall not be unreasonably withheld, conditioned or delayed).

7.3 Determination. Any indemnification under this Article VII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that the indemnification of Indemnified Party is proper in the circumstances because such Indemnified Party has met the applicable standard of conduct set forth in subsections (a) and (b) of section 145 of the DGCL, as the case may be; provided, that the termination of any Action, shall not, of itself, create a presumption that the Indemnified Party did not act in good faith and in a manner which the Indemnified Party reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the Indemnified Party's conduct was unlawful. Such determination shall be made, with respect to an Indemnified Party who is a Director or officer at the time of such determination, (a) by a majority vote of the Directors who are not parties to such Action, even though less than a quorum, or (b) by a committee of such Directors designated by a majority vote of such Directors, even though less than a quorum, or (c) if there are no such Directors, or if such Directors so direct, by independent legal counsel in a written opinion or (d) by the holders of a majority of the total voting power of the Outstanding Shares entitled to vote in the election of Directors, voting together as a single class. Such determination shall be made, with respect to former Directors or officers, by any person or persons having the authority to act on the matter on behalf of the Corporation. To the extent, however, that a present or former Indemnified Party of the Corporation has been successful on the merits or otherwise in defense of any Action or in defense of any claim, issue or matter therein, such Indemnified Party shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such Indemnified Party in connection therewith, without the necessity of authorization in the specific case. For purposes of any determination under this Section 7.3, a person shall be deemed to have acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe such person's conduct was unlawful, if such person's action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to such person by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The provisions of the preceding sentence shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in subsections (a) and (b) of section 145 of the DGCL, as the case may be.

7.4 Expenses Payable in Advance. Expenses, (including, without limitation, attorneys' fees,) incurred by an Indemnified Party in defending any Action shall be paid by the Corporation in advance of the final disposition of such Action upon receipt of an undertaking by or on behalf of such Indemnified Party to repay such amount if it

shall ultimately be determined that such Indemnified Party is not entitled to be indemnified by the Corporation as authorized in this Article VII.

7.5 Claim. If a claim for indemnification under this Article VII (following the final disposition of such proceeding) is not paid in full within sixty (60) days after the Corporation has received a claim therefor by the Indemnified Party, or if a claim for any advancement of expenses under this Article VII is not paid in full within thirty (30) days after the Corporation has received a statement or statements requesting such amounts to be advanced, the Indemnified Party shall thereupon (but not before) be entitled to file suit to recover the unpaid amount of such claim. If successful in whole or in part, the Indemnified Party shall be entitled to be paid the expense of prosecuting such claim to the fullest extent permitted by law. In any such action, the Corporation shall have the burden of proving that the Indemnified Party is not entitled to the requested indemnification or advancement of expenses under applicable law.

7.6 Non-Exclusivity of Rights; Survival. The rights conferred on any Indemnified Party by this Article VII are not exclusive of other rights arising under the Certificate of Incorporation, the Stockholders Agreement, or any other agreement vote of the directors or stockholders or otherwise. The rights conferred on any Indemnified Party by this Article VII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person. Any amendment, repeal or elimination of the foregoing provisions of this Article VII will be prospective only and shall not adversely affect any right or protection of an Indemnified Party existing at the time of, or increase the liability of any Indemnified Party with respect to any acts or omissions of such Indemnified Party occurring prior to, such amendment, repeal or elimination.

7.7 Insurance.<sup>8</sup> The Corporation will purchase and maintain insurance in the amounts the Board deems appropriate or advisable on behalf of any Indemnified Party against any liability asserted against such Indemnified Party and incurred by such Indemnified Party in such Indemnified Party's capacity, or arising out of such Indemnified Party's status, as an Indemnified Party, whether or not the Corporation would have the power to indemnify such Indemnified Party against such liability under applicable provisions of law.]

## ARTICLE VIII GENERAL PROVISIONS

8.1 Fiscal Year. The fiscal year of the Corporation shall be January 1 to December 31, unless otherwise fixed by resolution of the Board.

8.2 Corporate Seal. The Corporation may adopt and may subsequently alter the corporate seal and it may use the same by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

8.3 Maintenance and Inspection of Records. The Corporation shall, either at its principal executive office or at such place or places as designated by the Board, keep a record of its stockholders listing their names and addresses and the number and class of shares held by each stockholder, a copy of these Bylaws as amended to date, accounting books and other records.

8.4 Reliance upon Books, Reports and Records. Each Director and each member of any committee designated by the Board shall, in the performance of his or her<sup>their</sup> duties, be fully protected in relying in good faith upon the books of account or other records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or committees of the Board so designated, or by any other person as to matters which such Director or committee member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

<sup>8</sup> Note to Draft: Subject to the parties' continuing review and comment.

8.5 Dividends. Subject to the requirements of the DGCL and the provisions of the Certificate of Incorporation and the Stockholders Agreement, dividends on the capital stock of the Corporation may be declared by the Board at any regular or special meeting of the Board (or any action by written consent in lieu thereof in accordance with Section 3.103.11 hereof), and may be paid in cash, in property, or in shares of the Corporation's capital stock. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for purchasing any of the shares of capital stock, warrants, rights, options, bonds, debentures, notes, scrip or other securities or evidences of indebtedness of the Corporation, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board may modify or abolish any such reserve. In the event that the Board declares a dividend on the capital stock of the Corporation pursuant to this Section 8.5, the Board may fix a record date in order that the Corporation may determine the stockholders entitled to receive payment of any dividend, which record date shall be fixed in accordance with Section 2.10(b).

~~8.6 Emergency Bylaws. In the event of any emergency, disaster or catastrophe, as referred to in Section 110 of the DGCL or any successor provision, or other similar emergency condition, as a result of which a quorum of the Board or a standing committee of the Board cannot readily be convened for action, then the Director or Directors in attendance at the meeting shall constitute a quorum. Such Director or Directors in attendance may further take action to appoint one (1) or more of themselves or other Directors to membership on any standing or temporary committees of the Board as they shall deem necessary and appropriate.~~

8.6 ~~8.7~~ Interpretation. Except where the context otherwise requires, wherever used, the singular includes the plural, the plural the singular, the use of any gender shall be applicable to all genders and the word "or" is used in the inclusive sense (and/or). The headings and captions of these Bylaws are for convenience of reference only and in no way define, describe, extend or limit the scope, construction, interpretation or intent of these Bylaws or any provision contained in these Bylaws. The term "including" as used herein does not limit the generality of any description preceding such term. Unless otherwise specified or where the context otherwise requires, (a) references in these Bylaws to any Article or Section are references to such Article or Section of these Bylaws; (b) references in any Section to any clause are references to such clause of such Section; (c) "hereof," "hereto," "hereby," "herein" and "hereunder" and words of similar import when used in Bylaws refer to these Bylaws as a whole and not to any particular provision of these Bylaws; (d) references to a law include any amendment or modification to such law and any rules or regulations issued thereunder, in each case, as in effect at the relevant time of reference thereto; (e) references to any agreement, instrument or other document in these Bylaws refer to such agreement, instrument or other document as originally executed or, if subsequently amended, replaced or supplemented from time to time, as so amended, replaced or supplemented and in effect at the relevant time of reference thereto; and (f) references to monetary amounts are denominated in United States Dollars.

8.7 ~~8.8~~ Conflicts. If there is any conflict between any provisions of the Stockholders Agreement, on one hand, and the Restated Certificate or these Bylaws, on the other hand, the provisions of the Stockholders Agreement will prevail unless such prevalence would be in contravention of the requirements of the DGCL.

#### **AMENDMENTS**

9.1 [Amendments]<sup>9</sup> The affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of the Outstanding Shares, voting together as a single class, shall be required to amend, alter, change, repeal, or adopt any provision of these Bylaws; provided, that ~~T~~hese Bylaws may not be amended, modified or terminated and the observance of any term hereunder may not be waived with respect to any stockholder or group of stockholders without the written consent of such stockholder or holders constituting a majority-in-interest of such group of stockholders, if such amendment, modification, termination or waiver would (by its terms or effect) materially, adversely and disproportionately affect ~~the rights of~~ such stockholder or group of stockholders as compared to any other stockholder or other group of stockholders; provided, further, ~~[t~~hat during such time or times as the AHG Director is then seated,] the provisions of Section 3.2 (Number and Qualification), Section 3.4(b) (Removal of Directors), Section 3.6 (Regular Meetings), Section 3.7 (Special Meetings), Section

<sup>9</sup> Note to Draft: Subject to the parties' continuing review and comment.

**Error! Reference source not found.**3.10 (Quorum), Section 3.103.11 (Action of the Board by Written Consent), Section 3.123.13 (Chairperson and Vice Chairperson of the Board), Section 5.2 (Transfers), and Section 5.3 (Right of First Refusal), may not be amended, modified or terminated and the observance of any term thereunder may not be waived with respect to (i) any of the AHG Stockholders without the written consent of the AHG Director for so long as the AHG Approval Right is in effect (as defined in the Stockholders Agreement), if such amendment, modification, termination or waiver would adversely affect the rights of the AHG Stockholders thereunder for (ii) SoftBank (as defined in the Stockholders Agreement) without the written consent of the SoftBank Director for so long as the SoftBank Approval Right is in effect, if such amendment, modification, termination or waiver would adversely affect the rights of SoftBank thereunder.] Notwithstanding anything herein to the contrary, any amendment, alteration, change or repeal of the provisions of these Bylaws that would, by its terms or effect, impact any rights or obligations of any of the AHG Stockholders [(i) SoftBank (as defined in the Stockholders Agreement) under Section 2.92.2(e), Section 2.4, Section 2.7(a), Section 2.7(b), Section 2.7(d)(ii), Section 2.9, Section 2.10, Section 2.11, Section 2.12, Section 3.1, Section 3.2, Section 3.3, Section 3.4, Section 3.5, Section 3.6, Section 4.1, Section 4.2, Section 4.3, Section 4.4, Article 5, Article 6, Article 7, Article 8 and this, Section 10.1(b), Section 10.1(f), Section 11.1, Section 12.1, Section 12.2, Section 12.15 and Section 12.17 (and all definitions used in such Sections and Articles) of the Stockholders Agreement will also require the written consent of the SoftBank Director for so long as the SoftBank Approval Right is in effect and (ii)] any of the AHG Stockholders (as defined in the Stockholders Agreement) under Section 2.2(e), Section 2.4, Section 2.7(a), Section 2.7(b), Section 2.7(d)(ii), Section 2.9, Section 2.10, Section 2.11, Section 2.12, Section 3.1, Section 3.2, Section 3.3, Section 3.4, Section 3.5, Section 3.6, Section 4.1, Section 4.2, Section 4.3, Section 4.4, Article 5, Article 6, Article 7, Article 8, Section 10.1(b), Section 10.1(f), Section 11.1, Section 12.1, Section 12.2, Section 12.15 and Section 12.17 (and all definitions used in such Sections and Articles) of the Stockholders Agreement will also require the written consent of the AHG Director for so long as the AHG Approval Right is in effect.]

\* \* \*

**Exhibit D-4**

**Form of the New Stockholders Agreement**

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**STOCKHOLDERS AGREEMENT**

**dated as of**

**[•], 2024**

**by and among**

**WEWORK INC.**

**and**

**THE STOCKHOLDERS BOUND HERETO**

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EXHIBIT A Form of Joinder Agreement  
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EXHIBIT C Form of Transfer Certificate

## STOCKHOLDERS AGREEMENT<sup>1</sup>

This STOCKHOLDERS AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”) is adopted and entered into as of [●], 2024 (the “Effective Date”), by and among WeWork Inc., a Delaware corporation (the “Corporation”), each of the holders of shares of Common Stock (as defined below) as of the Effective Date, each of which, pursuant to Section 12.18, is deemed to have entered into this Agreement pursuant to the Plan (as defined below) regardless of whether such holder has actually executed this Agreement (the “Initial Stockholders”), and each Person who becomes a party to this Agreement by executing a Joinder Agreement (as defined below) as a result of becoming an owner of Shares in accordance with the provisions of this Agreement (each such Person, along with each of the Initial Stockholders, a “Stockholder”).

**WHEREAS**, the Corporation and certain of its direct and indirect subsidiaries filed (a) voluntary petitions for relief under Chapter 11 (the “Chapter 11 Cases”) of title 11 of the United States Code in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) and (b) the *[Fourth] Amended Joint Chapter 11 Plan of Reorganization of WeWork Inc. and Its Debtor Subsidiaries* [Docket No. [●]] (as amended, restated, supplemented or otherwise modified from time to time, the “Plan”), as confirmed on [●], 2024, by order of the Bankruptcy Court in the Chapter 11 Cases jointly administered under the caption *In re: WeWork Inc., et al.*, Case No. 23-19865 (JKS) (the “Confirmation Order”);

**WHEREAS**, pursuant to the Plan and the Confirmation Order, the Corporation is authorized to enter into this Agreement and the Corporation has agreed to, among other things, issue shares of Common Stock to the Initial Stockholders, representing certain providers of financing to and certain creditors of the Corporation, as of the Effective Date;

**WHEREAS**, pursuant to Section 12.18, this Agreement shall be effective and binding in accordance with its terms and conditions upon all Persons (as defined below) deemed to be bound hereto pursuant to the Plan and the Confirmation Order, including each Registered Stockholder (as defined below), each of whom shall execute and deliver this Agreement but shall be bound hereby regardless of whether any such Registered Stockholder has actually executed this Agreement, and each DTC Holder (as defined below) who shall be deemed to be bound hereby even if such DTC Holder has not actually executed this Agreement; and

**WHEREAS**, pursuant to the Plan and the Confirmation Order, the Corporation and the Stockholders are authorized to enter into this Agreement for the purposes, among others, of setting forth certain rights and obligations with respect to the affairs of the Corporation and the Shares (as defined below) owned or held by the Stockholders.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements of the parties hereto, and of the mutual benefits to be gained by the performance thereof, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto (including each of the Initial Stockholders deemed to have entered into this Agreement pursuant to Section 12.18), do hereby covenant and agree as follows:

### ARTICLE 1 CERTAIN DEFINED TERMS

As used in this Agreement, the following terms will have the meanings set forth below:

“Absent Director” has the meaning set forth in Section 2.10.

<sup>1</sup> THIS DRAFT IS SUBJECT TO CONTINUING DUE DILIGENCE AND THE PARTIES’ CONTINUING REVIEW AND COMMENT IN ALL RESPECTS, INCLUDING THE REVIEW AND COMMENT BY DELAWARE COUNSEL. THIS DRAFT IS NOT INTENDED NOR SHALL IT BE DEEMED TO CREATE A LEGALLY BINDING OR ENFORCEABLE AGREEMENT OF ANY TYPE OR NATURE UNLESS AND UNTIL FINALIZED AND AGREED UPON BY EACH OF THE PARTIES.

“Accredited Investor” means an “accredited investor” as such term is defined in Rule 501 under the Securities Act.

“Adjusted EBITDA” means [●]<sup>2</sup>.

“Affiliate” means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such first Person, including any general partner, managing member, officer, director or trustee of such Person. For purposes of this definition, (a) the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities or otherwise, and will be construed in accordance with the rules promulgated under the Securities Act and (b) any funds or accounts holding Shares that are managed, advised or sub-advised by a third-party asset manager will be “under common control” with any and all other any funds or accounts holding the Corporation’s Shares that are managed, advised or sub-advised by such third-party asset manager. No Stockholder shall be deemed an Affiliate of another Person solely by virtue of being a party to this Agreement or by being a lender to or creditor of such other Person.

“Agreement” has the meaning set forth in the preamble hereto.

“AHG Approval Right” has the meaning set forth in Section 2.7(d)(ii).

“AHG Designation Right” has the meaning set forth in Section 2.2(e).

“AHG Director” has the meaning set forth in Section 2.2(e).

“AHG Stockholders” means, collectively, (a) Aristeia Capital, L.L.C., BlackRock Financial Management, Inc., Brigade Capital Management, LP, Capital Research and Management Company, King Street Capital Management, L.P., Sculptor Capital LP and Silver Point Capital, L.P., and each of their respective Affiliates and (b) each equityholder of any Person described in clause (a) to whom such Person transferred all or any portion of its Shares pursuant to Section 5.2(e).

“Bankruptcy Court” has the meaning set forth in the preamble hereto.

“Board” means the Board of Directors of the Corporation.

“Board Matter” has the meaning set forth in Section 2.10.

“Board Observer” has the meaning set forth in Section 2.9.

“Business Day” means any day of the year on which national banking institutions in New York, New York are open to the public for conducting business and are not required or authorized to close.

“Bylaws” means the Corporation’s Amended and Restated Bylaws as of the Effective Date (as amended, restated, supplemented or otherwise modified from time to time).

“Call Agreements” has the meaning set forth in Section 3.4(c).

“Call Closing Date” has the meaning set forth in Section 3.4(c).

“Call Shares” has the meaning set forth in Section 3.4(a).

<sup>2</sup> Note to Draft: Subject to the parties’ continuing review and comment.

“Cash” means [●]<sup>3</sup>.

“Cause” for the removal of any director means (a) material fraud or material dishonesty in the performance of duties, (b) conviction or plea of guilty or *nolo contendere* to a felony or (c) willful malfeasance or willful misconduct in the performance of duties or any willful act or omission (other than in the good faith performance of duties) that is materially injurious to the financial condition or business reputation of the Corporation that, in the case of clauses (a) and (c), is not cured (if capable of being cured) to the reasonable satisfaction of the Board determined in good faith within thirty (30) days after the Corporation’s written notice to such director specifying the failure and providing the opportunity to materially remedy such failure.

“CEO Director” has the meaning set forth in Section 2.2(g).

“Certificate of Incorporation” means the Amended and Restated Certificate of Incorporation of the Corporation filed with the Delaware Secretary of State on [●], 2024, and any subsequent amendment thereto or restatement thereof, including any certificate of designations relating to any outstanding series of preferred stock.

“Chapter 11 Cases” has the meaning set forth in the preamble hereto.

“Common Stock” means, the Corporation’s common stock, par value \$0.0001 per share.

[“Competitor” means, as of such date of determination, (a) any Person that is engaged, directly or indirectly (including through any partnership, limited liability company, corporation, joint venture or similar arrangement (whether now existing or formed hereafter)), in any business that is the same or is competitive with the operation or business of the Corporation or any of its Subsidiaries as then conducted and as then proposed by the Corporation to be conducted as reasonably determined from time to time by the Board, (b) any Person that is an Affiliate of any Competitor described in clause (a) of this definition and (c) any Person (together with such Person’s Affiliates) that is a director, officer or five percent (5%) or greater equity holder of any Person described in clause (a) of this definition; provided, that, a Person that would be a Competitor pursuant to clauses (a) or (b) of this definition shall not be deemed a Competitor if (x) such Person is a bank, financial institution, bona fide debt fund or investment vehicle that is engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of business and no Person described in clauses (a) or (b) of this definition makes investment decisions for such Person and no investment vehicle managed or advised by a Person described in clauses (a) or (b) of this definition that is not engaged primarily in making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course makes investment decisions for such Person and (y) such Person does not share any information of the type subject to Section 4.1 with any Person described in clauses (a) or (b) of this definition or any investment vehicle managed or advised by any Person described in clauses (a) or (b) of this definition that is not engaged primarily in making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course, in each case described in this clause (y), with respect to which such Person is an Affiliate.]<sup>4</sup>

“Confidential Information” has the meaning set forth in Section 4.1(a).

“Confirmation Order” has the meaning set forth in the preamble hereto.

“Corporation” has the meaning set forth in the preamble hereto.

“Corporation Notice” means written notice from the Corporation notifying such Selling Stockholder and each Major Stockholder that the Corporation intends to exercise its Right of First Refusal as to some or all of the Shares with respect to any Proposed Stockholder Transfer.

<sup>3</sup> Note to Draft: Subject to the parties’ continuing review and comment.

<sup>4</sup> Note to Draft: Subject to the parties’ continuing review and comment.

“Corporation Undersubscription Notice” has the meaning set forth in Section 6.1(e).

“Cupar” has the meaning set forth in Section 2.2(a).

“Cupar Approval Right” has the meaning set forth in Section 2.7(d)(i).

“Cupar Call Notice” has the meaning set forth in Section 3.4(c).

“Cupar Call Price” has the meaning set forth in Section 3.4(b).

“Cupar Call Right” has the meaning set forth in Section 3.4(a).

“Cupar Call Right Holders” has the meaning set forth in Section 3.4(a).

“Cupar Call Right Outside Date” has the meaning set forth in Section 3.4(g).

“Cupar Call Right Required Governmental Consents” has the meaning set forth in Section 3.4(e)(ii).

“Cupar Designation Right” has the meaning set forth in Section 2.2(d).

“Cupar Director” has the meaning set forth in Section 2.2(d).

“Data Room” has the meaning set forth in Section 4.3.

“Derivative Securities” means any securities or rights convertible into, or exercisable or exchangeable for (in each case, directly or indirectly and whether presently convertible, exchangeable or exercisable or not), Shares, including options and warrants.

“Designating Stockholder” has the meaning set forth in Section 2.3.

“DGCL” means the General Corporation Law of the State of Delaware as it now exists or may hereinafter be amended and supplemented.

“Disqualification Event” has the meaning set forth in Section 2.6.

“Disqualified Designee” has the meaning set forth in Section 2.6.

“Drag-Along Notice” has the meaning set forth in Section 8.1(a).

“Drag-Along Right” has the meaning set forth in Section 8.1(a).

“Drag-Along Sale” has the meaning set forth in Section 8.1(a).

“Dragging Stockholders” has the meaning set forth in Section 8.1(b).

“DTC” means The Depository Trust Company or its successor.

“DTC Holders” has the meaning set forth in Section 5.1(b).

“Duly Called Board Meeting” has the meaning set forth in Section 2.10.

“Effective Date” has the meaning set forth in the preamble hereto.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“Exercising Major AHG Stockholder” has the meaning set forth in Section 6.1(e)(i).

“Exercising Major Stockholder” has the meaning set forth in Section 6.1(e)(ii).

[“Exit LC Facility” means the definitive documentation with respect to the “Cash Collateralized Letter of Credit Facility Summary of Terms and Conditions” attached as [●] to [●], including all documents related to cash collateral support for the Exit LC Facility and any agreements relating to the issuance of Shares and release of such Shares or cash to SoftBank and its Affiliates following the Effective Date in satisfaction of the Undrawn DIP TLC Claims (as defined in the Plan) (in each case, as amended, restated, supplemented or otherwise modified from time to time).]

“Family Members” has the meaning set forth in Section 5.2(e).

“Fully Exercising Stockholder” has the meaning set forth in Section 7.1(b).

“Governing Documents” means the Certificate of Incorporation and the Bylaws.

“Initial Stockholders” has the meaning set forth in the preamble hereto.

“IPO” has the meaning set forth in Section 5.4.

“Joinder Agreement” means a Joinder Agreement substantially in the form of Exhibit A attached hereto.

“Major AHG Stockholder” means, collectively, each AHG Stockholder that is deemed to be a Major Stockholder pursuant to this Agreement.

“Major AHG Stockholder Notice Period” has the meaning set forth in Section 6.1(e)(i).

“Major Stockholder” means (a) each of Cupar, each AHG Stockholder and SoftBank, in each case, until such time as such Stockholder no longer holds at least fifty percent (50%) of the Shares that such Stockholder held as of the Effective Date (subject to appropriate equitable adjustment for any stock splits, stock dividends, combinations, recapitalizations and the like) and (b) any Stockholder that, individually or together with such Stockholder’s Affiliates, holds at least five percent (5%) of the Outstanding Shares.

“Minimum Holding” means the lesser of (a) 0.25% percent of the Outstanding Shares and (b) the smallest percentage of Outstanding Shares held by a Stockholder as of the Effective Date that results in no greater than one hundred and fifty (150) Stockholders holding a percentage of Outstanding Shares as of the Effective Date that is equal to or greater than such percentage.

“Necessary Action” means using commercially reasonable efforts to (a) vote or provide a written consent or proxy with respect to the Shares, (b) cause the adoption of Board or Stockholder resolutions or amendments to the applicable Governing Documents, (c) cause the adoption of Board or Stockholder resolutions to approve the Strategic Alternative, (d) cause members of the Board (to the extent such members were nominated or appointed by the Person obligated to undertake the Necessary Action and subject to any fiduciary duties that such members may have as directors of the Corporation) to act in a certain manner or cause them to be removed in the event they do not act in such manner or (e) execute and deliver agreements (including, without limitation, purchase agreements), documents and instruments in connection with clauses (a) through (d).

“New Securities” means, collectively, (a) equity securities of the Corporation, whether or not currently authorized, as well as rights, options, or warrants to purchase such equity securities, or securities of any type whatsoever that are, or may become, convertible or exchangeable into or exercisable for such equity securities, in each case, issued by the Corporation and (b) any debt security or indebtedness for borrowed money issued or incurred by the Corporation or any of its Subsidiaries, in each case in this clause (b), in excess of \$25,000,000.00 other than equipment leases, bank lines of credit or trade payables incurred in the ordinary course of business.

“Offer Notice” has the meaning set forth in Section 7.1(a).

“Outstanding Shares” means, as of such time of determination, the then issued and outstanding Shares; provided, that, Outstanding Shares shall exclude (a) any and all Shares held by the Corporation in treasury and (b) any and all Shares held in escrow or which are otherwise subject to any escrow obligation or condition, in each case, pursuant to, or as expressly contemplated by, the Exit LC Facility and the transactions contemplated thereunder.

“Participating Stockholder” has the meaning set forth in Section 6.2(a).

“Person” means any individual, partnership, limited partnership, corporation, limited liability company, association, joint stock corporation, trust, joint venture, unincorporated organization or governmental entity or department, agency or political subdivision thereof, or any other entity.

“Plan” has the meaning set forth in the preamble hereto.

“Prime Right of First Refusal” means the right, but not the obligation, of each Major AHG Stockholder to purchase up to its *pro rata* portion (based upon the total number of Shares then held by all other Major AHG Stockholders) of the Shares subject to a Proposed Transfer Notice delivered by an AHG Stockholder on the terms and conditions specified in the Proposed Transfer Notice.

“Prime Secondary Notice” means written notice from any Selling AHG Stockholder notifying the Corporation and the Major Stockholders that the Major AHG Stockholders do not intend to exercise their respective Right of First Refusal as to all Shares with respect to a Proposed Stockholder Transfer on the terms and conditions specified in the Proposed Transfer Notice.

“Prime Stockholder Notice” means written notice from any Major AHG Stockholder notifying the Corporation and the Selling Stockholder that such Major AHG Stockholder intends to exercise its Prime Right of First Refusal as to a portion of the Shares with respect to any Proposed Stockholder Transfer.

“Prime Undersubscription Notice” means written notice from a Major AHG Stockholder notifying the Corporation and the Selling Stockholder that such Major AHG Stockholder intends to exercise its option to purchase all or any portion of the Shares not purchased pursuant to the Prime Right of First Refusal.

“Principal Stockholders” mean, collectively, Cupar and its Affiliates, SoftBank and its Affiliates and each AHG Stockholder and its Affiliates.

“Prohibited Transfer” has the meaning set forth in Section 6.3(c).

“Proposed Sale” has the meaning set forth in Section 8.1(g).

“Proposed Stockholder Transfer” means any Transfer of any Shares proposed by any of the Selling Stockholders.

“Proposed Transfer Notice” means written notice from a Selling Stockholder setting forth the terms and conditions of a Proposed Stockholder Transfer.

“Prospective Transferee” means any person to whom a Selling Stockholder proposes to make a Proposed Stockholder Transfer.

“Purchase and Sale Agreement” has the meaning set forth in Section 6.2(c).

“Qualified IPO” means (a) the initial firm commitment underwritten public offering and sale of the Corporation’s Common Stock registered under the Securities Act or equivalent foreign securities laws (other than a registration on Form F-4, Form S-4 or Form S-8 (or any similar or successor form or equivalent foreign form)) that results in the Corporation’s Common Stock being listed on a national securities exchange and that results in aggregate

gross proceeds of not less than \$100,000,000 or (b) any merger, consolidation, reorganization, recapitalization, capital stock exchange, stock sale, asset sale or other similar transaction or business combination (or series of related transactions or related business combinations), in each case, between the Corporation and a “blank check company” (or any of its wholly owned subsidiaries) that is a special purchase acquisition company formed solely for the purpose of effecting such qualified initial public offering with one or more businesses, which for the avoidance of doubt, is deemed to be a “blank check company” under the Securities Act that results in the Corporation’s Common Stock being listed on a national securities exchange and that results in aggregate gross proceeds of not less than \$100,000,000.

“Registered Stockholder” has the meaning set forth in Section 5.1(a).

“Registration Rights Agreement” means that certain Registration Rights Agreement, dated on or around the Effective Date, by and among the Corporation and the Stockholders (as amended, restated, supplemented or otherwise modified from time to time).

“Related Party Transaction” has the meaning set forth in Section 3.2.

“Related Party Transaction Costs” has the meaning set forth in Section 3.2(i).

“Representatives” has the meaning set forth in Section 4.1(a).

“Right of Co-Sale” means the right, but not the obligation, of a Major Stockholder to participate in a Proposed Stockholder Transfer on the terms and conditions specified in the Proposed Transfer Notice.

“Right of First Refusal” means the right, but not the obligation, of the Corporation, or its permitted transferees or assigns, to purchase some or all of the Shares with respect to a Proposed Stockholder Transfer and not purchased pursuant to the Prime Right of First Refusal on the terms and conditions specified in the Proposed Transfer Notice.

“Sale Transaction” means each of the following events:

(a) a merger, consolidation, statutory conversion, transfer, domestication, or continuance in which (i) the Corporation is a constituent party or (ii) a Subsidiary is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger, consolidation, statutory conversion, transfer, domestication, or continuance, in each case, other than any such merger, consolidation, statutory conversion, transfer, domestication, or continuance involving the Corporation or a Subsidiary in which the shares of capital stock of the Corporation outstanding immediately prior to such merger, consolidation, statutory conversion, transfer, domestication, or continuance continue to represent, or are converted into or exchanged for shares of capital stock or other equity interests that represent, immediately following such merger, consolidation, statutory conversion, transfer, domestication, or continuance, a majority, by voting power, of the capital stock or other equity interests of (A) the surviving or resulting corporation or entity or (B) if the surviving or resulting corporation or entity is a wholly owned subsidiary of another corporation or entity immediately following such merger, consolidation, statutory conversion, transfer, domestication, or continuance, the parent corporation or entity of such surviving or resulting corporation or entity;

(b) (i) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any of its Subsidiaries of all or substantially all the assets of the Corporation and its Subsidiaries taken as a whole or (ii) the sale, lease, transfer, exclusive license or other disposition (whether by merger, consolidation, statutory conversion, domestication, continuance or otherwise, and whether in a single transaction or a series of related transactions) of one or more Subsidiaries of the Corporation if substantially all of the assets of the Corporation and its Subsidiaries taken as a whole are held by such Subsidiary or Subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned Subsidiary; or

(c) a Stock Sale,

in each case of the foregoing clauses (a), (b) and (c), other than to Cupar, any AHG Stockholder or SoftBank (or any Affiliates of Cupar, any AHG Stockholder or SoftBank) or to any group of Persons that includes, directly or indirectly,

any such Persons (other than as a result of (x) a rollover or reinvestment opportunity that is offered to all such Persons on a *pro rata* basis, (y) a passive investment in the equity securities of any publicly traded company or (z) immaterial interests held by such Persons in the acquiror in such Sale Transaction).

**“SEC”** means the U.S. Securities and Exchange Commission.

**“Secondary Notice”** means written notice from the Corporation notifying the Selling Stockholder and the Major Stockholders that the Corporation does not intend to exercise its Right of First Refusal as to all Shares with respect to a Proposed Stockholder Transfer on the terms and conditions specified in the Proposed Transfer Notice.

**“Secondary Refusal Right”** means the right, but not an obligation, of each Major Stockholder to purchase up to its *pro rata* portion (based upon the total number of Shares then held by all Major Stockholders) of any Shares not purchased pursuant to the Prime Right of First Refusal or Right of First Refusal on the terms and conditions specified in the Proposed Transfer Notice.

**“Securities Act”** means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

**“Selling AHG Stockholder”** has the meaning set forth in Section 6.1(a)(i).

**“Selling Non-AHG Stockholder”** has the meaning set forth in Section 6.1(a)(ii).

**“Selling Stockholder”** has the meaning set forth in Section 6.1(a)(ii).

**“Shares”** means, collectively, the shares of Common Stock and all of the other shares, interests, rights, participations or other equivalents (however designated) of capital stock of the Corporation.

**“SoftBank”** has the meaning set forth in Section 2.2(f).

**“SoftBank Approval Right”** has the meaning set forth in Section 2.7(d)(iii).

**“SoftBank Designation Right”** has the meaning set forth in Section 2.2(f).

**“SoftBank Director”** has the meaning set forth in Section 2.2(f).

**“Specified Competitor”** means, as of such date of determination, (a) any Person that is engaged, directly or indirectly (including through any partnership, limited liability company, corporation, joint venture or similar arrangement (whether now existing or formed hereafter)), in the business of office space rentals, including traditional offices, real estate providers, flexible workspace providers and home office spaces, or substantially similar industry or line of business, (b) any Person that is an Affiliate of any Specified Competitor described in clause (a) of this definition and (c) any Person (together with such Person’s Affiliates) that is a director, officer or five percent (5%) or greater equity holder of any Person described in clause (a) of this definition; provided, that, a Person that would be a Specified Competitor pursuant to clauses (a) or (b) of this definition shall not be deemed a Specified Competitor if (x) such Person is a bank, financial institution, bona fide debt fund or investment vehicle that is engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of business and no Person described in clauses (a) or (b) of this definition makes investment decisions for such Person and no investment vehicle managed or advised by a Person described in clauses (a) or (b) of this definition that is not engaged primarily in making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course makes investment decisions for such Person and (y) such Person does not share any information of the type subject to Section 4.1 with any Person described in clauses (a) or (b) of this definition or any investment vehicle managed or advised by any Person described in clauses (a) or (b) of this definition that is not engaged primarily in making, purchasing, holding or otherwise investing in commercial loans, bonds and similar

extensions of credit in the ordinary course, in each case described in this clause (y), with respect to which such Person is an Affiliate.]<sup>5</sup>

“Spousal Consent” has the meaning set forth in Section 12.20.

“SRC Charter” has the meaning set forth in Section 3.5(a).

“SRC Committee Notice” has the meaning set forth in Section 3.3(a).

“SRC Committee Request” has the meaning set forth in Section 3.3(a).

“Stock Sale” means a transaction or series of related transactions in which a Person, or a group of related Persons, acquires Shares representing a majority of the outstanding voting power of the Corporation.

“Stockholder” has the meaning set forth in the preamble.

“Stockholder Notice” means written notice from any Major Stockholder notifying the Corporation and the Selling Stockholder that such Major Stockholder intends to exercise its Secondary Refusal Right as to a portion of the Shares with respect to any Proposed Stockholder Transfer.

“Stockholder Notice Period” has the meaning set forth in Section 6.1(e)(ii).

“Stockholder Proceeds” means, with respect to any Sale Transaction, the sum of any cash and the fair market value of any securities or other property distributed or to be distributed in connection with such Sale Transaction to the holders of the Shares, excluding any and all amounts actually distributed after the closing of such Sale Transaction pursuant to any escrow, earn-out or similar arrangement, amounts required to be applied to repayment of any indebtedness for borrowed money pursuant to the terms thereof and transaction costs, fees, expenses and other similar costs; provided, that, if Stockholder Proceeds includes securities or other property, such securities or other property will be valued at the same value established for such securities or other property in connection with such Sale Transaction or, if not so established, at the fair market value as determined in good faith by the Board.

“Stockholder Representative” has the meaning set forth in Section 8.1(g).

“Strategic Alternative” has the meaning set forth in Section 3.3(a).

“Strategic Review Committee” has the meaning set forth in Section 3.3(a).

“Subsidiary” means any Person in which the Corporation, directly or indirectly through one or more Subsidiaries or otherwise, beneficially owns more than fifty percent (50%) of either the equity interests in, or the voting power of the securities of, such Person.

“Third Duly Called Board Meeting” has the meaning set forth in Section 2.10.

“Third Meeting Notice” has the meaning set forth in Section 2.10.

“Transfer” means, with respect to any Shares, any sale, assignment, transfer, alienation, conveyance, gift, bequest by will or under intestacy laws, pledge, lien, hypothecation, encumbrance or other disposition, with or without consideration, whether directly or indirectly (including through the transfer of any Shares in any direct or indirect holding company holding Shares or through the issuance and redemption by any such holding company of its Shares, and through deposit into a voting trust or enter into a voting agreement or arrangement with respect to any such Shares or grant any proxy or power of attorney with respect thereto) and whether voluntarily or involuntarily by operation of

<sup>5</sup> Note to Draft: Subject to the parties' continuing review and comment.

law, of all or part of such Shares, or of any beneficial interest therein, now or hereafter owned by a Stockholder. Unless the context otherwise requires, “Transfer” means with respect to any Shares.

“Undersubscription Notice” means written notice from a Major Stockholder notifying the Corporation and the Selling Stockholder that such Major Stockholder intends to exercise its option to purchase all or any portion of the Shares not purchased pursuant to the Right of First Refusal or the Secondary Refusal Right.

## **ARTICLE 2** **BOARD OF DIRECTORS**

Section 2.1 Size of the Board.<sup>6</sup> Each Stockholder agrees to vote, or cause to be voted, all Shares owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that the size of the Board will be set and remain at seven (7) members.

Section 2.2 Board Composition.<sup>7</sup> Each Stockholder agrees to vote, or cause to be voted, all Shares owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure at each annual or special meeting of the stockholders at which an election of directors is held, or pursuant to any written consent of the stockholders, the following persons shall be elected to the Board:

(a) one (1) individual designated from time to time by [Cupar Grimmond LLC] (“Cupar”) for so long as Cupar and its Affiliates continue to beneficially own at least [●]<sup>8</sup> shares of Common Stock, which number is subject to appropriate equitable adjustment for any stock splits, stock dividends, combinations, recapitalizations and the like, which individual shall initially be [●];

(b) one (1) individual designated from time to time by Cupar for so long as Cupar and its Affiliates continue to beneficially own at least [●]<sup>9</sup> shares of Common Stock, which number is subject to appropriate equitable adjustment for any stock splits, stock dividends, combinations, recapitalizations and the like, which individual shall initially be Arnold Brier;

(c) one (1) individual designated from time to time by Cupar for so long as Cupar and its Affiliates continue to beneficially own at least [●]<sup>10</sup> shares of Common Stock, which number is subject to appropriate equitable adjustment for any stock splits, stock dividends, combinations, recapitalizations and the like, which individual shall initially be Adnan Ahmad;

(d) one (1) individual designated from time to time by Cupar for so long as Cupar and its Affiliates continue to beneficially own at least [●]<sup>11</sup> shares of Common Stock, which number is subject to appropriate equitable adjustment for any stock splits, stock dividends, combinations, recapitalizations and the like, which individual shall initially be Anant Yardi (each individual designated pursuant to Section 2.2(a) through to Section 2.2(d), as applicable, a “Cupar Director” and each such designation right, a “Cupar Designation Right”);

(e) one (1) individual designated from time to time by the holders of a majority of the outstanding shares of Common Stock then held by the AHG Stockholders for so long as the AHG Stockholders and

<sup>6</sup> Note to Draft: Section 2.1 (Size of the Board) to be mirrored in the final Certificate of Incorporation.

<sup>7</sup> Note to Draft: Section 2.2 (Board Composition) to be mirrored in the final Certificate of Incorporation.

<sup>8</sup> To be 75% of the shares of Common Stock held by Cupar and its Affiliates as of the Effective Date.

<sup>9</sup> To be 50% of the shares of Common Stock held by Cupar and its Affiliates as of the Effective Date.

<sup>10</sup> To be 25% of the shares of Common Stock held by Cupar and its Affiliates as of the Effective Date.

<sup>11</sup> To be 10% of the shares of Common Stock held by Cupar and its Affiliates as of the Effective Date.

their respective Affiliates continue to beneficially own at least [●]<sup>12</sup> shares of Common Stock, which number is subject to appropriate equitable adjustment for any stock splits, stock dividends, combinations, recapitalizations and the like, which individual shall initially be Daniel Ehrmann (the “AHG Director” and such designation right, the “AHG Designation Right”);

(f) one (1) individual designated from time to time by SoftBank Vision Fund II-2 L.P. (“SoftBank”) for so long as SoftBank and its Affiliates continue to beneficially own at least [●]<sup>13</sup> shares of Common Stock, which number is subject to appropriate equitable adjustment for any stock splits, stock dividends, combinations, recapitalizations and the like, which individual shall initially be Jagannath Iyer (the “SoftBank Director” and such designation right, the “SoftBank Designation Right”); and

(g) the individual then serving as the Chief Executive Officer of the Corporation, if any (the “CEO Director”); provided, that, if for any reason the CEO Director shall cease to serve as the Chief Executive Officer of the Corporation, each of the Stockholders shall promptly vote their respective Shares (i) to remove the former Chief Executive Officer from the Board if such person has not resigned from the position of CEO Director and (ii) to elect the then-duly appointed Chief Executive Officer of the Corporation to serve as the new CEO Director; provided, further, that for the purposes of this Section 2.2(g), the Chief Executive Officer of the Corporation shall in no event be deemed to include (x) any interim Chief Executive Officer of the Corporation or (y) the President of the Corporation solely to the extent such President is acting as a chief executive officer due to a vacancy in the office of the Chief Executive Officer of the Corporation pursuant to the terms of the Bylaws.

Section 2.3 Failure to Designate a Board Member.<sup>14</sup> In the absence of any designation from a Person or group of Persons with the right to designate a director as specified in Section 2.2 (each, a “Designating Stockholder”), the individual then serving in such director position shall be reelected if willing to serve unless such individual has been removed as provided herein, and otherwise such Board seat shall remain vacant until filled as provided in this Article 2.

Section 2.4 Removal of Board Members.<sup>15</sup> Each Stockholder also agrees to vote, or cause to be voted, all Shares owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that:

(a) a director elected or serving pursuant to Section 2.2, or reelected pursuant to Section 2.3, shall be promptly removed from office upon the occurrence of any of the following: (i) the written request of any Designating Stockholder who would be entitled to designate a replacement for such director pursuant to Section 2.2 to remove such director; (ii) if such director is no longer entitled or eligible to occupy such Board seat pursuant to the applicable designation conditions of Section 2.2; or (iii) the written request of Stockholders holding at least sixty-six and two-thirds percent (66-2/3%) of the Outstanding Shares to remove such director from office for Cause; and

(b) no director elected or serving pursuant to Section 2.2, or reelected pursuant to Section 2.3, may be removed from office unless such removal is made in accordance with Section 2.4(a).

If a director elected or serving pursuant to Section 2.2, or reelected pursuant to Section 2.3, is removed from office pursuant to Section 2.4(a)(ii) or there exists a vacancy on the Board that is caused by the absence of any designation from a Designating Stockholder and, in either case, such Designating Stockholder is no longer entitled to designate such seat pursuant to the applicable designation conditions of Section 2.2, such vacancy on the Board shall be filled in accordance with the terms of the Governing Documents. The termination or reduction of any Designating

<sup>12</sup> To be 25% of the shares of Common Stock held by the AHG Stockholders and their respective Affiliates as of the Effective Date.

<sup>13</sup> To be 25% of the shares of Common Stock held by SoftBank and its Affiliates as of the Effective Date.

<sup>14</sup> Note to Draft: Section 2.3 (Failure to Designate a Board Member) to be mirrored in the final Certificate of Incorporation.

<sup>15</sup> Note to Draft: Section 2.4 (Removal of Board Members) to be mirrored in the final Certificate of Incorporation.

Stockholder's right to designate a director as specified in this Section 2.2 shall not affect any other designation rights of such Designating Stockholder or the designation rights of any other Designating Stockholder. For the avoidance of doubt, if a director elected or serving pursuant to Section 2.2, or reelected pursuant to Section 2.3, is removed from office pursuant to Section 2.4(a)(i) or Section 2.4(a)(iii), such vacancy on the Board shall be filled by the Designating Stockholder who would be entitled to designate a replacement for such removed director pursuant to Section 2.2.

Section 2.5 No Liability for Election of Designated or Approved Directors.<sup>16</sup> No Stockholder, nor any Affiliate of any Stockholder, shall have any liability as a result of designating or approving a person for election as a director for any act or omission by such designated or approved person in such person's capacity as a director of the Corporation, nor shall any Stockholder have any liability as a result of voting for any such designee in accordance with the provisions of this Article 2.

Section 2.6 No "Bad Actor" Designees.<sup>17</sup> Each Designating Stockholder or other Person with the right to participate in the designation of a director as specified in Section 2.2 hereby represents and warrants to the Corporation that, to such Person's knowledge, none of the "bad actor" disqualifying events described in Rule 506(d)(1)(i)-(viii) under the Securities Act (each, a "Disqualification Event"), is applicable to such Person's initial designee named above except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable. Any director designee to whom any Disqualification Event is applicable, except for a Disqualification Event to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable, is hereinafter referred to as a "Disqualified Designee". Each Designating Stockholder or other Person with the right to participate in the designation of a director as specified in Section 2.2 hereby covenants and agrees (a) not to designate or participate in the designation of any director designee who, to such Person's knowledge, is a Disqualified Designee and (b) that in the event such Person becomes aware that any individual previously designated by any such Person is or has become a Disqualified Designee, such Person shall as promptly as practicable take such actions as are necessary to remove such Disqualified Designee from the Board and designate a replacement designee who is not a Disqualified Designee.

Section 2.7 Board Matters.<sup>18</sup>

(a) The Board shall meet at least quarterly in accordance with an agreed-upon schedule.

(b) The Corporation will pay the reasonable out-of-pocket costs and expenses incurred by each member of the Board in connection with (i) attending the meetings of the Board or any committee thereof or (ii) attending any other meetings or performing any other activities at the request of the Board.

(c) If there exists a vacancy on the Board and an individual has been designated to fill such vacancy by a Designating Stockholder in accordance with Section 2.2, the Board shall, as the first order of business at the next meeting of the Board or in the next written consent of the Board, fill such vacancy in accordance with the terms of this Agreement and the Governing Documents.

(d) [For the purposes of this Agreement:

(i) The "Cupar Approval Right" shall, as of such time of determination, be deemed to be in effect upon satisfaction of all of the following conditions: (A) a Cupar Designation Right shall then be in effect and (B) either (x) a Cupar Director shall then be seated on the Board or (y) in the event that no Cupar Director is then seated on the Board and there exists a vacancy on the Board, (1) a prior Cupar Director shall have been removed from the Board, including due to such Cupar Director's death, resignation, unwillingness to stand for reelection pursuant to Section 2.3 or removal pursuant to Section 2.4, in each case, within the thirty (30) day period immediately

<sup>16</sup> Note to Draft: Section 2.5 (No Liability for Election of Designated or Approved Directors) to be mirrored in the final Certificate of Incorporation.

<sup>17</sup> Note to Draft: Section 2.6 (No "Bad Actor" Designees) to be mirrored in the final Certificate of Incorporation.

<sup>18</sup> Note to Draft: Section 2.7 (Board Matters) to be mirrored in the final Certificate of Incorporation.

preceding such time of determination or (2) Cupar shall have designated an individual to fill such vacancy in accordance with Section 2.2 (even if such person is not then seated on the Board).

(ii) The “AHG Approval Right” shall, as of such time of determination, be deemed to be in effect upon satisfaction of all of the following conditions: (A) the AHG Designation Right shall then be in effect and (B) either (x) the AHG Director shall then be seated on the Board or (y) in the event that the AHG Director is not then seated on the Board and there exists a vacancy on the Board, (1) the prior AHG Director shall have been removed from the Board, including due to such AHG Director’s death, resignation, unwillingness to stand for reelection pursuant to Section 2.3 or removal pursuant to Section 2.4, in each case, within the thirty (30) day period immediately preceding such time of determination or (2) the holders of a majority of the outstanding shares of Common Stock then held by the AHG Stockholders shall have designated an individual to fill such vacancy in accordance with Section 2.2 (even if such person is not then seated on the Board).

(iii) The “SoftBank Approval Right” shall, as of such time of determination, be deemed to be in effect upon satisfaction of all of the following conditions: (A) the SoftBank Designation Right shall then be in effect and (B) either (x) the SoftBank Director shall then be seated on the Board or (y) in the event that the SoftBank Director is not then seated on the Board and there exists a vacancy on the Board, (1) the prior SoftBank Director shall have been removed from the Board, including due to such SoftBank Director’s death, resignation, unwillingness to stand for reelection pursuant to Section 2.3 or removal pursuant to Section 2.4, in each case, within the thirty (30) day period immediately preceding such time of determination or (2) SoftBank shall have designated an individual to fill such vacancy in accordance with Section 2.2 (even if such person is not then seated on the Board).]<sup>19</sup>

Section 2.8 Insurance. The Corporation shall enter into director and board observer indemnification agreements, as applicable, with each member appointed or elected to the Board as set forth in this Article 2. The Corporation will use commercially reasonable efforts to purchase and maintain customary directors and officers liability insurance from a nationally recognized insurance provider in such amounts as determined by the Board in good faith to be customary for similarly-situated businesses such as the Corporation and its Subsidiaries. For the avoidance of doubt, this Section 2.8 shall not be deemed to excuse or affect the obligations of any Stockholder under this Agreement.

#### Section 2.9 Board Observer Rights.

(a) Each of (i) SoftBank and (ii) each Initial Stockholder that, together with its Affiliates, beneficially owns at least ten percent (10%) of the Outstanding Shares as of the Effective Date and (iii) each Stockholder for so long as such Stockholder, together with its Affiliates, beneficially owns at least ten percent (10%) of Outstanding Shares from time to time will, in each case and without duplication, be entitled to designate one (1) individual as an observer to the Board (each, a “Board Observer”) by at least two Business Days’ advance written notice to the Corporation (and such Board Observer will also be subject to removal or replacement for no reason or any reason whatsoever by the Stockholder who appointed such Board Observer by notice to the Corporation); provided, however, that the Board has not reasonably determined in good faith that such Board Observer is a Competitor; and provided, further, that no Initial Stockholder shall be entitled to designate a Board Observer pursuant to this Section 2.9, if such Initial Stockholder, together with its Affiliates, fails to beneficially own at least fifty percent (50%) of the shares of Common Stock (subject to appropriate equitable adjustment for any stock splits, stock dividends, combinations, recapitalizations and the like) held by such Initial Stockholder and its Affiliates as of the Effective Date. For the avoidance of doubt, any Designating Stockholder’s right to designate a Board Observer pursuant to this Section 2.9 or any termination of such right shall not affect any designation rights of such Designating Stockholder or the designation rights of any other Designating Stockholder.

(b) [Each Board Observer will be entitled to (i) be given notice of any meeting of the Board at the same time and in the same manner as the members of the Board, (ii) be present at any such meetings of the Board in a nonvoting observer capacity, (iii) receive copies of all minutes of meetings of the Board and written consents in lieu of such meetings at the same time as such materials are delivered to the members of the Board and (iv) receive copies of all written materials and other information distributed to the Board at the time such materials are given to

<sup>19</sup> Note to Draft: Subject to the parties’ continuing review and comment.

the members of the Board. Notwithstanding the foregoing, (A) no Board Observer will be entitled to attend or receive any materials and other information relating to any (x) meeting of any committee of the Board or (y) “executive session” or “closed session” of the Board, (B) no Board Observer will be entitled to attend any meeting of the Board or portion thereof, and any materials and other information provided to the Board Observer in connection with such meeting shall be redacted, to the extent that the Corporation has reasonably determined that such exclusion or redaction is necessary to avoid the disclosure of trade secrets or other competitively sensitive information and (C) the Corporation and the Board may take all reasonable actions in good faith, based on the advice of counsel, to maintain the integrity of attorney-client privileged communications; provided that, in the case of clauses (B) and (C), (1) the Corporation and its Subsidiaries will use good faith efforts to minimize such withholding or exclusion (as applicable) and (2) such materials will be provided to such Board Observer with redactions or other customary limitations; provided, further that the Corporation shall provide prior written notice of any such exclusion or preclusion stating the general basis therefor to the relevant Board Observer (which description shall be general enough as to not affect attorney-client privileged communications (as applicable)).]<sup>20</sup>

(c) The Corporation will not pay any compensation to any Board Observer for their services as an observer to the Board. For the avoidance of doubt, Board Observers will not be counted for purposes of determining whether a quorum exists for a meeting of the Board under the Bylaws.

(d) Each Board Observer shall be required to enter into a customary confidentiality agreement in a form reasonably required by the Board (acting in good faith) prior to attending any meeting of the Board or receiving any written materials and other information distributed to the Board; provided that such confidentiality agreement shall be on reasonable and customary terms (and in any event on terms not more restrictive on the Board Observer than those set forth in Section 4.1) and shall permit such Board Observer to communicate the Confidential Information in accordance with the following sentence. Each Board Observer will be permitted to communicate the Confidential Information received by such Board Observer pursuant to this Section 2.9 to the Stockholder that appointed such Board Observer and such Stockholder’s Affiliates and Representatives so long as each such Person enters into such a customary confidentiality agreement.

Section 2.10 Quorum.<sup>21</sup> Except as otherwise required by law, the Bylaws or the Certificate of Incorporation, at all meetings of the Board, a majority of the directors, including, to the extent each of the Cupar Approval Right, the AHG Approval Right and the SoftBank Approval Right is then in effect, a Cupar Director, the AHG Director and the SoftBank Director shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, a majority of the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting of the time and place of the adjourned meeting, until a quorum shall be present. Notwithstanding anything in this Section 2.10 to the contrary, at any meeting of the Board established and publicized or called pursuant to the terms of Section 3.7 of the Bylaws (a “Duly Called Board Meeting”) to consider any action or subject matter pertaining to the Corporation (a “Board Matter”) that immediately follows two (2) consecutive Duly Called Board Meetings with respect to the same Board Matter at which a lack of quorum was attributable, in each such case, to the non-attendance of a Cupar Director, the AHG Director, or the SoftBank Director (as the case may be, an “Absent Director”), the presence of such Absent Director shall not be required for the purpose of constituting a quorum at such third and subsequent Duly Called Board Meeting to consider the same Board Matter (the “Third Duly Called Board Meeting”); provided, that notice of such Third Duly Called Board Meeting (the “Third Meeting Notice”) was (a) provided to such Absent Director, if by mail, addressed to such Absent Director at his or her residence or usual place of business, at least five (5) days before the day on which such Third Duly Called Board Meeting was held, or (b) sent to such Absent Director at such place by facsimile, electronic mail or other electronic transmissions, or delivered personally or by telephone, in each case at least five (5) days prior to the set time of such Third Duly Called Board Meeting; provided, further, that such Third Meeting Notice included information regarding the Board Matter to be considered at such Third Duly Called Board Meeting. Except as otherwise required by law, the Bylaws or the Certificate of Incorporation, at all meetings of any committee of the Board, a majority of the directors constituting such committee, as the case may be, shall constitute a quorum for the transaction of business and the act of a majority of the committee members present at any meeting at which there is a

<sup>20</sup> Note to Draft: Subject to the parties’ continuing review and comment.

<sup>21</sup> Note to Draft: Section 2.10 (Quorum) to be mirrored in the final Certificate of Incorporation.

quorum shall be the act of such committee. If a quorum shall not be present at any meeting of any Board committee, a majority of the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting of the time and place of the adjourned meeting, until a quorum shall be present. If the Certificate of Incorporation provides that one (1) or more directors will have more or less than one (1) vote per director on any matter, every reference in this Section 2.10 to a majority or other proportion of the directors will refer to a majority or other proportion of the votes of the directors.

Section 2.11 [Committees; Subsidiary Boards]. The Board may, from time to time, create one or more committees; provided, that, in no event shall the Board establish any committee of the Board, the effect of which, directly or indirectly, circumvents the applicable rights of the Cupar Directors, the AHG Director and the SoftBank Director hereunder. Each of a Cupar Director, the AHG Director and the SoftBank Director shall be entitled to be a member of (i) each committee of the Board (except where such membership would violate any applicable director independence requirements, fiduciary laws or other applicable laws or requirements under Delaware law) and (ii) each board of directors or managers (or equivalent), or any committee thereof, of any Subsidiary of the Corporation.]<sup>22</sup>

Section 2.12 Necessary Action by Stockholders and the Corporation Relating to the Board. Each Stockholder will take, at any time and from time to time, all Necessary Action to further the provisions of this Article 2, including voting their Shares to the extent reasonably requested by the Corporation or another Stockholder to cause the provisions of this Article 2 to be satisfied. The Corporation will take all Necessary Action to ensure that the provisions of this Article 2 are accomplished. The Corporation will not give effect to any action by any Stockholder or any other Person which is in contravention with this Article 2. Without limiting the foregoing, each Stockholder shall (a) cause all of its Shares to be present for quorum purposes at the annual meeting of the Corporation and at any special meeting of the Corporation at which members of the Board are to be elected or removed or vacancies on the Board are to be filled and (b) vote such shares to cause (i) the election of any such member of the Board designated or nominated pursuant to this Article 2 or (ii) removal of any such member of the Board removed pursuant to this Article 2.

Section 2.13 [PROXY AND POWER OF ATTORNEY RELATING TO THE BOARD]. IN ORDER TO SECURE THE OBLIGATIONS OF EACH STOCKHOLDER TO VOTE SUCH STOCKHOLDER'S SHARES SOLELY IN ACCORDANCE WITH THE PROVISIONS OF SECTION 2.1, SECTION 2.2, SECTION 2.4 AND SECTION 2.12, EACH STOCKHOLDER HEREBY IRREVOCABLY APPOINTS EACH OFFICER OF THE CORPORATION (WHETHER AN OFFICER ON THE EFFECTIVE DATE OR THEREAFTER APPOINTED) AS SUCH STOCKHOLDER'S TRUE AND LAWFUL PROXY AND ATTORNEY, WITH FULL POWER OF SUBSTITUTION, TO VOTE ALL SHARES OWNED OR HELD BY SUCH STOCKHOLDER OR OVER WHICH SUCH STOCKHOLDER HAS VOTING CONTROL TO EFFECTUATE SUCH VOTES FOR THE DURATION OF THE TERM OF THIS AGREEMENT SOLELY FOR THE PURPOSES OF SECTION 2.1, SECTION 2.2, SECTION 2.4 AND SECTION 2.12. IN ADDITION, IN ORDER TO SECURE THE OBLIGATIONS OF EACH STOCKHOLDER TO EXECUTE AND DELIVER PROXIES AND WRITTEN CONSENTS, AND TO TAKE ACTIONS REQUIRED TO BE TAKEN BY SUCH STOCKHOLDER SOLELY AS SET FORTH IN SECTION 2.1, SECTION 2.2, SECTION 2.4 AND SECTION 2.12, EACH STOCKHOLDER HEREBY IRREVOCABLY GRANTS TO EACH OFFICER OF THE CORPORATION (WHETHER AN OFFICER ON THE EFFECTIVE DATE OR THEREAFTER APPOINTED) A POWER-OF-ATTORNEY TO SIGN ANY AND ALL SUCH PROXIES AND WRITTEN CONSENTS AND TO TAKE ANY AND ALL SUCH ACTIONS, IN THE NAME AND ON BEHALF OF SUCH STOCKHOLDER. THE PROXIES AND POWERS OF ATTORNEY GRANTED BY EACH STOCKHOLDER PURSUANT TO THIS SECTION 2.13 ARE COUPLED WITH AN INTEREST, ARE IRREVOCABLE, AND SHALL NOT BE AFFECTED BY AND SHALL SURVIVE THE DEATH, INCOMPETENCY, INCAPACITY, DISABILITY, BANKRUPTCY OR INSOLVENCY OF ANY STOCKHOLDER WHO IS AN INDIVIDUAL AND THE MERGER, CONSOLIDATION, LIQUIDATION, BANKRUPTCY, INSOLVENCY OR DISSOLUTION OF ANY STOCKHOLDER THAT IS NOT AN INDIVIDUAL. EACH STOCKHOLDER HEREBY REVOKES ANY AND ALL PREVIOUS PROXIES WITH RESPECT TO SUCH STOCKHOLDER'S SHARES AND SHALL NOT HEREAFTER, UNLESS AND UNTIL THIS AGREEMENT TERMINATES, PURPORT TO GRANT ANY OTHER PROXY OR POWER OF

<sup>22</sup> Note to Draft: Subject to the parties' continuing review and comment. Section 2.4 (Committees; Subsidiary Boards) to be mirrored in the final Certificate of Incorporation to the extent accepted by the parties.

ATTORNEY WITH RESPECT TO ANY OF THE SHARES, DEPOSIT ANY OF THE SHARES INTO A VOTING TRUST OR ENTER INTO ANY AGREEMENT (OTHER THAN THIS AGREEMENT), ARRANGEMENT OR UNDERSTANDING WITH ANY PERSON, DIRECTLY OR INDIRECTLY, TO VOTE, GRANT ANY PROXY OR GIVE INSTRUCTIONS WITH RESPECT TO THE VOTING OF ANY OF THE SHARES, IN EACH CASE, WITH RESPECT TO ANY OF THE MATTERS SET FORTH IN SECTION 2.1, SECTION 2.2, SECTION 2.4 AND SECTION 2.12.)<sup>23</sup>

### ARTICLE 3 GOVERNANCE MATTERS

#### Section 3.1 Significant Actions.<sup>24</sup>

(a) During such time or times as (x) a Cupar Approval Right is in effect and (y) either the AHG Approval Right or the SoftBank Approval Right is in effect, the Corporation hereby covenants and agrees with each of the Stockholders that it shall not, without the approval of the Board (which approval shall include the approval of a Cupar Director and at least one of (1) the AHG Director and (2) the SoftBank Director), other than equipment leases, or trade payables incurred in the ordinary course of business:

(i) create or issue any debt security in a single transaction or series of related transactions with an aggregate principal amount in excess of \$25,000,000.00;

(ii) incur or refinance indebtedness for borrowed money, including obligations and contingent obligations under guarantees, in a single transaction or series of related transactions with an aggregate principal amount in excess of \$25,000,000.00;

(iii) create any lien or security interest, in a single transaction or series of related transactions, that secure obligations in an aggregate amount in excess of \$25,000,000.00 (except for purchase money liens or statutory liens of landlords, mechanics, materialmen, workmen, warehousemen and other similar persons arising or incurred in the ordinary course of business); or

(iv) permit any Subsidiary to take any such action as set forth in Section 3.1(a)(i), Section 3.1(a)(ii) and Section 3.1(a)(iii).

(b) The Corporation hereby covenants and agrees with each of the Stockholders that it shall not, without the approval of the Board (which approval shall include the approval of a Cupar Director for so long as the Cupar Approval Right is in effect, the AHG Director for so long as the AHG Approval Right is in effect and the SoftBank Director for so long as the SoftBank Approval Right is in effect):

(i) permit any Subsidiary to create or issue, or obligate itself to create or issue, any shares of any class or series of capital stock other than shares of any class or series of capital stock [(x)] issued to and held by the Corporation or any wholly owned Subsidiary [or (y) issued pursuant to a bona fide joint venture]<sup>25</sup> (it being understood that, for the avoidance of doubt, in no event shall the requirements of this Section 3.1(b)(i) apply to the issuance, offer or sale of any New Securities by the Corporation);

(ii) liquidate, dissolve or wind-up the business and affairs of the Corporation or any material Subsidiary thereof or consent to any of the foregoing;

(iii) increase the size of the Board to more than seven (7) members;

<sup>23</sup> Note to Draft: Subject to the parties' continuing review and comment.

<sup>24</sup> Note to Draft: Section 3.1 (Significant Actions) to be mirrored in the final Certificate of Incorporation.

<sup>25</sup> Note to Draft: Subject to the Corporation's confirmation and the parties' continuing review and comment.

(iv) purchase or redeem, or pay or declare any dividend or make any distribution on, any shares of capital stock of the Corporation other than (A) dividends or other distributions on any shares of capital stock solely in the form of cash and on a *pro rata* basis and (B) repurchases of any shares of capital stock from former employees, officers, directors, consultants or other persons who performed services for the Corporation or any Subsidiary in connection with the cessation of such employment or service at no greater than the original purchase price thereof;

(v) reincorporate or convert the Corporation into any entity other than a corporation or redomicile the Corporation into any jurisdiction other than Delaware; or

(vi) make any change to the tax classification of the Corporation, including any election to not be treated as a “c corp” for US federal income tax purposes.

(c) The Corporation hereby covenants and agrees with each of the Stockholders that it shall not, without the approval of each of the Major Stockholders, pay or declare any dividend, or make any distribution on, any shares of capital stock of the Corporation on a non-*pro rata* basis.

Section 3.2 Related Party Transactions.<sup>26</sup> The Corporation hereby covenants and agrees with each of the Stockholders that it shall not (and it shall not permit any of its Subsidiaries to), without the approval of the Board (which approval shall include the approval of (a) the AHG Director for so long as the AHG Approval Right is in effect and (b) the SoftBank Director for so long as the SoftBank Approval Right is in effect), enter into, renew or amend any transaction, agreement or arrangement or series of related transactions, agreements or arrangements between the Corporation or any Subsidiary, on the one hand, and any Affiliate of the Corporation or any such Subsidiary (other than the Corporation or any of its Subsidiaries), on the other hand (each, a “Related Party Transaction”); provided, that, this Section 3.2 shall not apply, in each case, to the Corporation or any Subsidiary entering into, renewing or amending:

(i) any Related Party Transaction that both (A) would reasonably be expected to, based on the good faith assessment of the Corporation’s management, result in cost savings for, or impose no additional costs on, the Corporation and its Subsidiaries after taking into account the aggregate increases and decreases to the Corporation and its Subsidiaries’ overall cost of services on an annualized net basis (calculated *pro forma* for such new or renewed Related Party Transaction or such amendment to a Related Party Transaction when compared to the arm’s-length commercial terms of the market alternatives available to the Corporation and its Subsidiaries) and (B) results in new (with respect to new Related Party Transactions) or increased (with respect to renewed Related Party Transactions or amendments to Related Party Transactions) payments or other consideration payable by the Corporation or any Subsidiary (such new or increased payments and other consideration, calculated on an annualized basis, the “Related Party Transaction Costs”) in an aggregate amount that, when combined with all Related Party Transaction Costs of each of the other Related Party Transactions excluded from the approval requirements of Section 3.2 in reliance of this clause (i) as of immediately prior to such time of determination, does not exceed \$15,000,000.00 per year (calculated on an annualized basis);

(ii) (x) any customary director and officer indemnification, advancement of expenses or insurance in the ordinary course of business or (y) any ordinary course officer and generally applicable director compensation arrangements [(other than with respect to any Affiliates of Cupar)] approved by the Board;

(iii) Shares (x) issued in exchange for claims as expressly provided for by the Plan or the Confirmation Order or (y) issued or distributed pursuant to, or as expressly contemplated by, the Exit LC Facility;

(iv) any Related Party Transaction incidental to, and reasonably necessary to implement, (A) a Sale Transaction or Qualified IPO pursuant to Section 3.3 or Article 8, (B) a Transfer pursuant to Article 6 or (C) a subscription for New Securities pursuant to Article 7, in each case, in compliance with the terms thereof;

<sup>26</sup> Note to Draft: Section 3.2 (Related Party Transactions) to be mirrored in the final Certificate of Incorporation.

(v) *pro rata* cash dividends or distributions to Stockholders in accordance with the Certificate of Incorporation and this Agreement (including Section 3.1); [or]

(vi) [any membership agreements entered into in the ordinary course of business and on terms comparable to those provided to unrelated third parties].<sup>27</sup>

Section 3.3 Strategic Alternatives.<sup>28</sup>

(a) If the Corporation has not consummated a Qualified IPO or Sale Transaction for at least one hundred percent (100%) of the issued and outstanding shares of Common Stock pursuant to the exercise of the Drag-Along Right or otherwise on or prior to the thirty (30) month anniversary of the Effective Date, then either (x) the holders of a majority of the outstanding shares of Common Stock then held by the AHG Stockholders or (y) the AHG Director, if the AHG Approval Right is in effect, shall have the right to require (the “SRC Committee Request”), by written notice delivered to Cupar and the Corporation at any time after the thirty (30) month anniversary of the Effective Date (the “SRC Committee Notice”), that the Corporation and the Board establish a committee pursuant to Section 3.5 (the “Strategic Review Committee”), which Strategic Review Committee shall be delegated the authority to, among other things, review, consider and control a process to consummate a Qualified IPO, Sale Transaction or other financial and strategic alternatives available to the Corporation (each, a “Strategic Alternative”) and cause the Corporation to undertake one or more Strategic Alternatives approved by the Strategic Review Committee without further approval or other action by the Board (except where such approval or action is otherwise required under Delaware law).

(b) On and after the date upon which the Strategic Review Committee is established pursuant to Section 3.5, the Strategic Review Committee shall evaluate the merits of each Strategic Alternative and may decide to approve any such Strategic Alternative or decide to not proceed with any such Strategic Alternative. In the event that the Strategic Review Committee approves a Strategic Alternative:

(i) each Stockholder agrees to vote, or cause to be voted, all Shares owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in favor of such Strategic Alternative or in whatever manner as shall be necessary to ensure that the provisions of Article 8 shall apply to such Strategic Alternative; and

(ii) Cupar will agree to, if reasonably requested by the acquiror or acquirors in respect of a Sale Transaction approved by the Strategic Review Committee and conditioned on the consummation of such Sale Transaction, (A) extend any commercial agreements or arrangements between the Corporation or any Subsidiary, on one hand, and Cupar or any of its Affiliates, on the other hand (each, a “Cupar Agreement”) for up to one (1) year on substantially similar terms, (B) reduce the remaining term of any Cupar Agreement to one (1) year following the consummation of such Sale Transaction or (C) terminate any Cupar Agreement.

(c) Unless otherwise agreed by the AHG Director and the SoftBank Director, no value associated with any Cupar Agreement shall be taken into account by the Strategic Review Committee in connection with the evaluation of any Strategic Alternative (including for purposes of evaluating and selecting an acquiror).

(d) Notwithstanding anything to the contrary in this Agreement, in the event that the Strategic Review Committee approves a Sale Transaction and the Stockholder Proceeds in respect of such Sale Transaction is reasonably expected to be less than the greater of [(i) \$1,000,000,000.00 and (ii) (A) (1) eleven *times* (11.0x) (2) the sum of (x) the Adjusted EBITDA for the twelve (12) month period ending on the last day of the most recent fiscal quarter prior to the date the Cupar Call Right is exercised *less* (y) \$90,000,000.00, *less* (B) any Indebtedness of the

<sup>27</sup> Note to Draft: Subject to the parties’ continuing review and comment.

<sup>28</sup> Note to Draft: Section 3.3 (Strategic Alternatives) to be mirrored in the final Certificate of Incorporation.

Corporation and its Subsidiaries as of the end of such period, *plus* (C) the aggregate Cash of the Corporation and its Subsidiaries as of the end of such period]<sup>29</sup>, then:

(i) Cupar and its Affiliates shall not be required under this Article 3 to Transfer Shares in such Sale Transaction approved by the Strategic Review Committee pursuant to this Section 3.3 to the extent the Transfer of such Shares would result in Cupar and its Affiliates holding less than forty nine percent (49%) of the total Shares then issued and outstanding as of the consummation of such Sale Transaction; provided that Cupar and its Affiliates (as applicable) shall have exercised this right not to fully participate in such Sale Transaction pursuant to this Section 3.3(d) within twenty (20) Business Days after (x) the delivery of the Drag-Along Notice or (y) if no Drag-Along Notice is delivered, the delivery of written notice of the Sale Transaction approved by the Strategic Review Committee to Cupar and its Affiliates at least twenty (20) Business Days prior to the consummation of such Sale Transaction; and

(ii) Cupar and its Affiliates shall Transfer, in accordance with the terms of the Sale Transaction, that number of Shares that would result in the acquiror or acquirors in such Sale Transaction holding, in the aggregate, fifty one percent (51%) of the total Shares then issued and outstanding as of the consummation of such Sale Transaction. For the avoidance of doubt, the acquiror(s) in such Sale Transaction shall be entitled to appoint a majority of the Board from and after the closing of such Sale Transaction.

Section 3.4 Cupar Call Right.

(a) Each Stockholder hereby irrevocably grants to Cupar and its Affiliates (collectively, the “Cupar Call Right Holders”) the right to purchase, on the terms provided in this Section 3.4, all of the Shares then held by such Stockholder (collectively, the “Call Shares”) at the applicable Cupar Call Price (the “Cupar Call Right”). The obligation of the Corporation and the Board to establish the Strategic Review Committee pursuant to Section 3.5 shall automatically be suspended as of the date the Cupar Call Notice is delivered pursuant to Section 3.4(c) (provided that such obligation shall be reinstated at such time the Cupar Call Right Holders are no longer actively employing in good faith their commercially reasonable efforts to exercise the Cupar Call Right (and each of the AHG Director and the SoftBank Director shall have the right to reasonably inquire of the Cupar Call Right Holders as to the status of the exercise of the Cupar Call Right), or if the Cupar Call Right has not been consummated on or prior to Cupar Call Right Outside Date) and such obligation shall automatically be terminated as of the Call Closing Date. The Cupar Call Right shall terminate automatically upon the consummation of a Sale Transaction. For the avoidance of doubt, the Cupar Call Right shall not be transferable to any third party (including in connection with a Sale Transaction).

(b) The aggregate purchase price to be paid by the Cupar Call Right Holders upon exercise of the Cupar Call Right will be, with respect to each Stockholder, an amount in cash equal to the portion of the Stockholder Proceeds that such Stockholder would have been entitled to receive in respect of all of the issued and outstanding Shares then held by such Stockholder pursuant to a Sale Transaction that results in aggregate Stockholder Proceeds equal to the greater of [(i) \$1,000,000,000.00 and (ii) (A) (1) eleven *times* (11.0x) (2) the sum of (x) the Adjusted EBITDA for the twelve (12) month period ending on the last day of the most recent fiscal quarter prior to the date the Cupar Call Right is exercised *less* (y) \$90,000,000.00, *less* (B) any Indebtedness of the Corporation and its Subsidiaries as of the end of such period, *plus* (C) the aggregate Cash of the Corporation and its Subsidiaries as of the end of such period]<sup>30</sup> (with respect to each Stockholder, such amount, the applicable “Cupar Call Price”).

(c) The Cupar Call Right Holders may exercise the Cupar Call Right at any time during the thirty (30) day period beginning on the date that the SRC Committee Notice is delivered pursuant to Section 3.3(a), by giving written notice (the “Cupar Call Notice”) to the holder(s) of a majority of the outstanding shares of Common Stock then held by the AHG Stockholders, the AHG Director, if the AHG Approval Right is in effect, and SoftBank, if the SoftBank Approval Right is in effect, and specifying the expected date on which the purchase of the Call Shares will be consummated (the “Call Closing Date”), which Call Closing Date shall be no later than the later of (x) thirty (30) days following the date that the SRC Committee Notice is delivered pursuant to Section 3.3(a) and (y) three (3) Business Days following the satisfaction or waiver of the conditions set forth in Section 3.4(d) (which shall not be

<sup>29</sup> Note to Draft: Subject to the parties’ continuing review and comment.

<sup>30</sup> Note to Draft: Subject to the parties’ continuing review and comment.

later than the Cupar Call Right Outside Date). As soon as reasonably practicable thereafter, each of the Cupar Call Right Holders, each AHG Stockholder, SoftBank and each other Stockholder shall execute and deliver (i) one or more customary purchase agreements, in each case, in a form reasonably acceptable to Cupar, the holders of a majority of the outstanding shares of Common Stock then held by the AHG Stockholders or the AHG Director, if the AHG Approval Right is in effect, and SoftBank (the “Call Purchase Agreement”) (provided that the Call Purchase Agreement shall in any event contain a customary cooperation covenant of the Corporation and its Subsidiaries with respect to providing reasonably required information necessary for any regulatory filings or regulatory approvals that the Cupar Call Right Holders shall be required to make in connection with the purchase of the Call Shares; provided, further, that [(x)] the AHG Stockholders and SoftBank shall not be required to agree to or take any actions that are not contingent on the consummation of the purchase of the Call Shares [and (y) all costs, fees and expenses in connection with the foregoing shall be borne by Cupar]<sup>31</sup>) and (ii) each other customary agreement or instrument, in each case, as determined in good faith by the Cupar Call Right Holders to be reasonably necessary to effect the Cupar Call Right and in a form reasonably acceptable to Cupar, the holders of a majority of the outstanding shares of Common Stock then held by the AHG Stockholders or the AHG Director, if the AHG Approval Right is in effect, and SoftBank (together with the Call Purchase Agreement, the “Call Agreements”). On the Call Closing Date, each AHG Stockholder, SoftBank and each other Stockholder shall deliver to the Cupar Call Right Holders the stock certificates (electronic or physical) representing the Call Shares owned by each such Stockholder, free and clear of all liens and encumbrances (other than those imposed by securities laws generally or this Agreement), and the Cupar Call Right Holders shall deliver to each AHG Stockholder, SoftBank and each other Stockholder on the Call Closing Date the applicable Cupar Call Price for each such Stockholder’s Call Shares by wire transfer of immediately available funds to an account identified by each such Stockholder in writing no later than three (3) Business Days prior to the Call Closing Date (or, if later, promptly after Cupar’s request therefor).

(d) [In connection with the Cupar Call Right and Call Agreements, (i) each Stockholder shall only be required to make customary fundamental representations and warranties solely related to such Stockholder’s (A) corporate (or similar other organizational) power, if applicable, to sell its Shares, (B) due execution of the applicable purchase agreement, (C) organization and good standing (if applicable), (D) good and valid title and ownership of the applicable Shares held by such Stockholder, free and clear of liens, security interests and other encumbrances (other than those imposed by securities laws generally or this Agreement), (E) corporate (or similar other organizational) power and authority, if applicable, to enter into the applicable purchase agreement and to consummate the closing of the sale of the Shares and (F) non-contravention by such Stockholder of its organizational documents (if applicable) and applicable law; (ii) the closing shall not be subject to any conditions, except as set forth in Section 3.4(e) and customary closing conditions with respect to the (x) accuracy of the other party’s representations and warranties in all material respects and (y) performance of the other party’s pre-closing covenants in all material respects; and (iii) [none of the representations, warranties or pre-closing covenants shall survive such closing (other than with respect to actual fraud)]; (iv) no party shall be required to provide any indemnification or agree to any restrictive covenants and there shall be no limitation on any party’s right to specific performance in the event of any other party’s breach.]<sup>32</sup>

(e) [The obligation of the Cupar Call Right Holders to purchase the Call Shares is subject to the satisfaction of each of the following conditions, the other customary conditions contemplated by Section 3.4(d)(ii) and no other conditions:

(i) as of the Call Closing Date, there shall not be (A) any action pending or threatened by any governmental body that could result in the injunction, restraint, prohibition or otherwise make unlawful the consummation of the transactions contemplated by the Call Agreements or (B) in effect any governmental order issued by a governmental body of competent jurisdiction, and no orders or other requirements of law shall have been entered, enforced or deemed applicable, in each case, by any governmental body, that, in any case, enjoins, restrains, prohibits or otherwise makes unlawful the consummation of the transactions contemplated by the Call Agreements; and

(ii) if determined to be required, the waiting period (and any extension thereof) applicable to the transactions contemplated by the Call Agreements under the Hart-Scott Rodino Antitrust

<sup>31</sup> Note to Draft: Subject to the parties’ continuing review and comment.

<sup>32</sup> Note to Draft: Subject to the parties’ continuing review and comment.

Improvements Act of 1976, as amended or any other applicable antitrust law shall have expired or terminated, and any approvals required under any applicable antitrust laws (including foreign antitrust laws) shall have been obtained (collectively, the “Cupar Call Right Required Governmental Consents”);

(iii) no material adverse effect on the business, assets, operations, financial status and plans of the Corporation and its Subsidiaries shall have occurred subsequent to the date of the Cupar Call Notice.]<sup>33</sup>

(f) Each Stockholder hereby agrees that it:

(i) shall refrain from (A) exercising any dissenters’ rights or rights of appraisal under applicable law at any time with respect to the exercise of the Cupar Call Right or (B) asserting any claim or commencing, joining or participating in any way (including as a member of a class in any action, suit or proceeding) (x) challenging the validity or enforceability of the Cupar Call Right, the Call Agreements, this Agreement, the consummation of the transactions contemplated in connection with the Cupar Call Right, (y) challenging the validity of, or seeking to enjoin the operation of, the Call Agreements or (z) alleging a breach of any fiduciary duty of the Cupar Call Right Holders or any Affiliate or associate thereof or directors of the Corporation (including aiding and abetting breach of fiduciary duty) in connection with the exercise of the Cupar Call Right;

(ii) shall not, during the period beginning on the date that the Cupar Call Notice is delivered pursuant to Section 3.4(c) and ending on the earlier of (x) the Call Closing Date and (y) such time the Cupar Call Right Holders are no longer actively employing their commercially reasonable efforts to exercise the Cupar Call Right, Transfer all or any portion of its Call Shares (other than to any Affiliate of such Stockholder or, in the case of an AHG Stockholder, to any equityholder of such AHG Stockholder) unless, prior to the consummation of any such Transfer, the proposed transferee if not already a Stockholder, (x) executes and delivers a Joinder Agreement in accordance with Article 5 and (y) expressly acknowledges in writing that it shall be subject to the terms of this Section 3.5.

(g) [If the purchase of the Call Shares shall not have been consummated by the one (1) month anniversary of the date of delivery of the Cupar Call Notice (as it may be extended below, the “Cupar Call Right Outside Date”), the Cupar Call Right Holders shall no longer have any right to purchase the Call Shares pursuant to this Section 3.4; provided, that, if on such date any of the Cupar Call Right Required Governmental Consents shall not have been obtained, the Cupar Call Right Outside Date shall automatically be extended by two (2) additional months.]<sup>34</sup>

(h) [All costs, fees and expenses incurred in connection with the Cupar Call Right, whether or not consummated, shall be borne by the parties incurring such fees or expenses; provided, that, the costs, fees and expenses incurred by the Corporation and its Subsidiaries in connection with the Cupar Call Right shall be borne by (and, if incurred directly by the Corporation and its Subsidiaries, promptly reimbursed by) Cupar.]<sup>35</sup>

Section 3.5 Strategic Review Committee.<sup>36</sup>

(a) In the event that the SRC Committee Request is made and the Cupar Call Right Holders do not exercise the Cupar Call Right during the thirty (30) day period beginning on the date that the SRC Committee Notice is delivered pursuant to Section 3.3(a), the Corporation and the Board shall:

(i) establish the Strategic Review Committee and adopt a committee charter (A) containing only (x) the substantive rights, duties and obligations of the SRC Committee as expressly set forth in this Section 3.5 and (y) such other ministerial language which do not circumvent, expand or otherwise modify such

<sup>33</sup> Note to Draft: Subject to the parties’ continuing review and comment.

<sup>34</sup> Note to Draft: Subject to the parties’ continuing review and comment.

<sup>35</sup> Note to Draft: Subject to the parties’ continuing review and comment.

<sup>36</sup> Note to Draft: Section 3.5 (Strategic Review Committee) to be mirrored in the final Certificate of Incorporation.

rights, duties and obligations or (B) otherwise in a form mutually agreed by a Cupar Director (for so long as the Cupar Approval Right is in effect), the AHG Director (for so long as the AHG Approval Right is in effect) and the SoftBank Director (for so long as the SoftBank Approval Right is in effect) (the “SRC Charter”), which SRC Charter shall:

(A) authorize and empower the Strategic Review Committee to (1) retain legal and financial advisors, (2) undertake the marketing of a sale of the Corporation or all or substantially all of the business, assets, operations of the Corporation and its Subsidiaries to potential third-party acquirors, (3) commence the identification of potential acquirors and the preparation of an offering memorandum and other marketing materials, (4) control and administer such transaction processes, (5) authorize and approve any Strategic Alternative; and (6) exercise (or permit the AHG Stockholders to exercise) the Drag-Along Right in order to implement any Strategic Alternative;

(B) provide that any amendment to the SRC Charter (other than [(x) the substantive rights, duties and obligations of the SRC Committee as expressly set forth in this Section 3.5 and (y)] ministerial changes which do not circumvent, expand or otherwise modify the substantive rights, duties and obligations of the SRC Committee as expressly set forth in this Section 3.5) will require the consent of a Cupar Director for so long as the Cupar Approval Right is in effect, the consent of the AHG Director (for so long as the AHG Approval Right is in effect) and the consent of the SoftBank Director (for so long as the SoftBank Approval Right is in effect); and

(C) provide that any action (including, for the avoidance of doubt, authorizing and approving any Strategic Alternative or exercising (or authorizing the exercise of) the Drag-Along Right to implement any Strategic Alternative) approved by a majority of the members of the Strategic Review Committee shall represent valid action of the Strategic Review Committee; provided, that, if the SoftBank Approval Right is not in effect, then any action of the Strategic Review Committee (including, for the avoidance of doubt, authorizing and approving any Strategic Alternative or exercising (or authorizing the exercise of) the Drag-Along Right to implement any Strategic Alternative) shall only require the approval of the AHG Director then serving on the Strategic Review Committee.

(ii) cooperate with the reasonable requests of the Strategic Review Committee, including by (A) making customary diligence materials available to prospective acquirors on a reasonable basis and subject to appropriate confidentiality restrictions, (B) making available to prospective acquirors, the management, accountants and such other representatives of the Corporation and its Subsidiaries as may be reasonably requested by prospective acquirors, (C) arranging for such other diligence matters with prospective acquirors, such as inquiries with appropriate business relationships of the Corporation and its Subsidiaries as are reasonably requested by prospective acquirors, (D) preparing and negotiating in good faith definitive documentation with respect to any such Strategic Alternative, in each case, on reasonable terms and conditions, (E) diligently seeking and obtaining such consents and approvals as are necessary with respect to the consummation of any such Strategic Alternative and (F) taking Necessary Action to consummate any Strategic Alternative approved by the Strategic Review Committee as promptly as practicable following completion of, and in accordance with the terms and conditions of, the definitive documentation therefor, in each case, subject to any fiduciary duties that any directors or officers may have in their capacity as such to the Corporation;

(iii) take such action necessary to appoint as the only members of the Strategic Review Committee: (A) one (1) member designated by Cupar for so long as the Cupar Approval Right is in effect, (B) the AHG Director for so long as the AHG Approval Right is in effect and (C) the SoftBank Director for so long as the SoftBank Approval Right is in effect; and

(iv) take such action necessary to maintain the size of the Strategic Review Committee at no more than three (3) members (or, if SoftBank Approval Right is not in effect, no more than two (2) members).

(b) If at any time the SoftBank Approval Right is not in effect, the Cupar Director shall have no right to vote on any matter to be determined by the Strategic Review Committee.

(c) The Strategic Review Committee shall be permitted to invoke (or to authorize the AHG Stockholder to exercise) the Drag-Along Right in furtherance of any Strategic Alternative in accordance with Article 8.

Section 3.6 Necessary Action by Stockholders and the Corporation Relating to Governance Matters.

The Corporation and each Stockholder will take, at any time and from time to time, all Necessary Action to further the provisions of this Article 3. The Corporation will take all Necessary Action to ensure that the provisions of this Article 3 are accomplished and will not give effect to any action by any Stockholder or any other Person which is in contravention with this Article 3. In connection with a Sale Transaction approved by the Strategic Review Committee, each Stockholder will take, at any time and from time to time, all Necessary Action as the Strategic Review Committee may reasonably request in order to effect such Strategic Alternative subject to the provisions of this Article 3 and to ensure that Article 8 applies to such Sale Transaction. [Without limiting the generality of the foregoing, if the Strategic Alternative is structured (A) as a sale of Shares, each Stockholder will agree to sell such Shares, (B) a merger, combination or consolidation, each Stockholder shall consent to and hereby instructs the Board to consent to such Strategic Alternative, or (C) as a sale of assets, each such Stockholder shall consent to and hereby instructs the Board to consent to such Strategic Alternative and any subsequent liquidation or other distribution of the proceeds therefrom, so long as such subsequent liquidation or other distribution of the proceeds is in accordance with this Agreement. Each Stockholder acknowledges and agrees that it shall not be entitled to (and hereby waives any) appraisal, dissenter's or any similar rights in connection with any Strategic Alternative.]<sup>37</sup>

Section 3.7 [PROXY AND POWER OF ATTORNEY RELATING TO GOVERNANCE MATTERS.]

IN ORDER TO SECURE THE OBLIGATIONS OF EACH STOCKHOLDER TO VOTE SUCH STOCKHOLDER'S SHARES IN ACCORDANCE WITH THE PROVISIONS OF THIS ARTICLE 3, EACH STOCKHOLDER HEREBY IRREVOCABLY APPOINTS EACH OFFICER OF THE CORPORATION (WHETHER AN OFFICER ON THE EFFECTIVE DATE OR THEREAFTER APPOINTED) AS SUCH STOCKHOLDER'S TRUE AND LAWFUL PROXY AND ATTORNEY, WITH FULL POWER OF SUBSTITUTION, TO VOTE ALL SHARES OWNED OR HELD BY SUCH STOCKHOLDER OR OVER WHICH SUCH STOCKHOLDER HAS VOTING CONTROL TO EFFECTUATE SUCH VOTES FOR THE DURATION OF THE TERM OF THIS AGREEMENT. IN ADDITION, IN ORDER TO SECURE THE OBLIGATIONS OF EACH STOCKHOLDER TO EXECUTE AND DELIVER PROXIES AND WRITTEN CONSENTS, AND TO TAKE ACTIONS REQUIRED TO BE TAKEN BY SUCH STOCKHOLDER SET FORTH IN THIS ARTICLE 3, EACH STOCKHOLDER HEREBY IRREVOCABLY GRANTS TO EACH OFFICER OF THE CORPORATION (WHETHER AN OFFICER ON THE EFFECTIVE DATE OR THEREAFTER APPOINTED) A POWER-OF-ATTORNEY TO SIGN ANY AND ALL SUCH PROXIES AND WRITTEN CONSENTS AND TO TAKE ANY AND ALL SUCH ACTIONS, IN THE NAME AND ON BEHALF OF SUCH STOCKHOLDER. THE PROXIES AND POWERS OF ATTORNEY GRANTED BY EACH STOCKHOLDER PURSUANT TO THIS SECTION 3.7~~Error! Reference source not found.~~ ARE COUPLED WITH AN INTEREST, ARE IRREVOCABLE, AND SHALL NOT BE AFFECTED BY AND SHALL SURVIVE THE DEATH, INCOMPETENCY, INCAPACITY, DISABILITY, BANKRUPTCY OR INSOLVENCY OF ANY STOCKHOLDER WHO IS AN INDIVIDUAL AND THE MERGER, CONSOLIDATION, LIQUIDATION, BANKRUPTCY, INSOLVENCY OR DISSOLUTION OF ANY STOCKHOLDER THAT IS NOT AN INDIVIDUAL. EACH STOCKHOLDER HEREBY REVOKE ANY AND ALL PREVIOUS PROXIES WITH RESPECT TO SUCH STOCKHOLDER'S SHARES AND SHALL NOT HEREAFTER, UNLESS AND UNTIL THIS AGREEMENT TERMINATES, PURPORT TO GRANT ANY OTHER PROXY OR POWER OF ATTORNEY WITH RESPECT TO ANY OF THE SHARES, DEPOSIT ANY OF THE SHARES INTO A VOTING TRUST OR ENTER INTO ANY AGREEMENT (OTHER THAN THIS AGREEMENT), ARRANGEMENT OR UNDERSTANDING WITH ANY PERSON, DIRECTLY OR INDIRECTLY, TO VOTE, GRANT ANY PROXY OR GIVE INSTRUCTIONS WITH RESPECT TO THE VOTING OF ANY OF THE SHARES, IN EACH CASE, WITH RESPECT TO ANY OF THE MATTERS SET FORTH IN THIS ARTICLE 3.]<sup>38</sup>

<sup>37</sup> Note to Draft: Subject to the parties' continuing review and comment.

<sup>38</sup> Note to Draft: Subject to the parties' continuing review and comment.

**ARTICLE 4**  
**CONFIDENTIALITY; INFORMATION RIGHTS**

Section 4.1 Confidentiality.

(a) Each Stockholder agrees that such Stockholder will keep confidential and will not disclose or divulge any (i) confidential, business, financial or proprietary information regarding the Corporation or any of its Subsidiaries, or confidential, business, financial or proprietary information regarding the business or affairs of any other Stockholder, in each case, that is obtained from, or on behalf of, the Corporation or any of its Subsidiaries, the Corporation's or any such Subsidiary's respective officers, directors, employees, partners, managers, attorneys, accountants, consultants, financial advisors, representatives, agents (collectively, "Representatives") or any other Stockholder or any of such other Stockholder's Representatives and (ii) notes, analyses, compilations, studies, interpretations or other documents prepared by such Stockholder or any of its Representatives to the extent they contain or reflect any of the information described in clause (i) above (in any such case, whether in written, oral or electronic form, collectively, "Confidential Information"). Confidential Information shall not include information which (A) is known or becomes known to the public in general (other than as a result of a breach of this Section 4.1 by such Stockholder or any of its Representatives), (B) is or has been independently developed or conceived by such Stockholder without use of or reference to the Confidential Information, (C) is or has been made known or disclosed to such Stockholder by a third party not known by such Stockholder to be in violation of any obligation of confidentiality such third party may have to the Corporation or (D) was or is already in such Stockholder's or its Representatives' possession prior to the Effective Date (provided that, in the case of this clause (D), such Stockholder does not know that such information is subject to another confidentiality agreement with or other obligation of confidentiality to the Corporation).

(b) Notwithstanding clause (a) of this Section 4.1, a Stockholder may disclose Confidential Information as follows:

(i) Confidential Information may be provided, on a confidential basis, to such Stockholder's (x) Representatives to the extent reasonably necessary in connection with such Stockholder's investment in the Corporation, including with respect to the enforcement of any rights under this Agreement and the Governing Documents and (y) equity owners, investors, limited partners or other similar Persons as part of such Stockholder's normal reporting, rating or review procedures or in connection with such Stockholder's normal fundraising, marketing, information or reporting activities, in each case, at a reasonable and customary level of detail (which level of detail, for the avoidance of doubt, shall not include any disclosure of any Confidential Information constituting a trade secret, any competitively sensitive information or similar confidential business information); provided, however, that such Representatives or such other Persons agree to comply, and such Stockholder shall be responsible for ensuring that its Representatives comply, with the restrictions in this Section 4.1 as if such Representatives were a party hereto and bound by such restrictions;

(ii) after advance written notice to the Corporation and subject to the proviso in this Section 4.1(b)(ii), Confidential Information may be provided, on a confidential basis, to an actual or potential purchaser or transferee (so long as the Board has not reasonably determined in good faith that such purchaser or transferee is a Specified Competitor) of all or a portion of the Shares owned or held by such Stockholder subject to the conditions and pursuant to the terms of this Agreement; provided, however, that prior to such Stockholder's delivery of Confidential Information to such purchaser or transferee pursuant to this Section 4.1(b)(ii), such purchaser or transferee shall have executed and delivered to such Stockholder and the Corporation a confidentiality agreement containing terms at least as protective as the terms set forth in this Section 4.1; and

(iii) in the event that such Stockholder (x) determines, in good faith upon the advice of counsel, that disclosure of Confidential Information is required under applicable law or regulation, or (y) is requested or required (by oral questions, interrogatories, request for information or documents in legal proceedings, subpoena, civil investigative demand or similar process, or by regulatory authorities having jurisdiction over such Stockholder) to disclose any of the Confidential Information (provided that such regulatory authority is advised of the confidential nature of such information; and provided, further, that any such request is not targeting the Corporation or any of its Subsidiaries), such Stockholder, to the extent legally permitted and reasonably practicable under the circumstances, will promptly provide the Corporation with written notice (which shall be, to the extent legally

permitted and reasonably practicable under the circumstances, prior to any such disclosure) so that the Corporation may seek an appropriate protective order or other remedy or waive compliance with this Agreement, at the Corporation's sole cost and expense. Provided that such notice (to the extent legally permitted and reasonably practicable under the circumstances) is furnished, if, in the absence of a protective order, other remedy or receipt of a waiver by the Corporation, such Stockholder is, in the opinion of its counsel, legally compelled, required or requested to disclose Confidential Information, such Stockholder may disclose pursuant to this Section 4.1(b)(iii) only that portion of such Confidential Information, and only to those parties, that such counsel has advised is compelled, required or requested to be disclosed, without liability under this Section 4.1.

(c) [Without limiting the foregoing, the AHG Director shall, subject to applicable law, be permitted to communicate Confidential Information received by the AHG Director to each AHG Stockholder and its Affiliates and its and their respective Representatives so long as each such Person (except for Representatives that are attorneys, accountants, consultants, financial advisors, representatives or agents) enters into a customary confidentiality agreement in a form reasonably required by the Corporation prior to receiving any such Confidential Information; provided that such confidentiality agreement shall be on reasonable and customary terms (and in any event on terms not more restrictive on the recipient of the information than those set forth in this Section 4.1).] <sup>39</sup>

Section 4.2 Information Rights. The Corporation shall deliver to each Major Stockholder; provided that the Board has not reasonably determined in good faith that such Major Stockholder is a Competitor:

(a) within ninety (90) days after the end of each fiscal year of the Corporation, (i) a balance sheet as of the end of such year, (ii) statements of income and of cash flows for such year and (iii) a statement of stockholders' equity as of the end of such year, all such financial statements audited and certified by independent public accountants of nationally recognized standing selected by the Corporation prepared in accordance with GAAP;

(b) within forty-five (45) days after the end of the first three quarters of each fiscal year of the Corporation, unaudited condensed statements of income and cash flows for such fiscal quarter, and an unaudited condensed balance sheet and a condensed statement of stockholders' equity as of the end of such fiscal quarter, all prepared in accordance with GAAP (except that such financial statements may, only as explicitly noted in such financial statements, (i) be subject to normal year-end audit adjustments; and (ii) not contain all notes thereto that may be required in accordance with GAAP);

(c) within ten (10) days after the occurrence of each event that would have been required to be reported under Items 1.01 (Entry into a Material Definitive Agreement), 1.02 (Termination of a Material Definitive Agreement), 1.03 (Bankruptcy or Receivership), [1.05 (Material Cybersecurity Incidents)], 2.01 (Completion of Acquisition or Disposition of Assets), 2.03 (Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant), 2.06 (Material Impairments), 3.03 (Material Modification to Rights of Security Holders), 4.01 (Changes in Registrant's Certifying Accountant), 4.02 (Non-Reliance on Previously Issued Financial Statements or a Related Audit Report or Completed Interim Review), 5.01 (Changes in Control of Registrant) and 5.02(b) (solely with respect to the principal executive officer, president, principal financial officer, principal accounting officer and principal operating officer) and 5.02(c) (solely with respect to the principal executive officer, president, principal financial officer, principal accounting officer and principal operating officer and other than with respect to information otherwise required or contemplated by subclauses (2) and (3) of such Item or by Item 402 of Regulation S-K) in a current report on Form 8-K under the Exchange Act if the Corporation had been a reporting company under the Exchange Act at the time of such event, current reports containing the information that would have been required by the foregoing items of Form 8-K to be contained in a current report on Form 8-K under the Exchange Act if the Corporation had been a reporting company under the Exchange Act at the time of such event; provided, that, the foregoing shall not obligate the Corporation to make available (x) any exhibit or summary of the terms of any employment or compensatory arrangement, agreement, plan, or understanding between the Corporation or any of its Subsidiaries and any director, officer or manager of the Corporation or any of its Subsidiaries, (y) copies of any agreements, financial statements, reports, letters, or other items that would be required to be filed as exhibits to a current report on Form 8-K and XBRL exhibits or (z) any trade secrets, privileged or confidential information obtained from another Person and competitively sensitive information; provided, further, that, so long as the Corporation is not

<sup>39</sup> Note to Draft: Subject to the parties' continuing review and comment.

subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, such reports, to the extent applicable, (i) shall not be required to comply with Section 302, 906 or 404 of the Sarbanes-Oxley Act of 2002 or related Items 307 and 308 of Regulation S-K promulgated by the SEC or Item 601 of Regulation S-K (with respect to exhibits), (ii) shall not be required to comply with Section 13(r) of the Exchange Act (relating to the Iran Threat Reduction and Syrian Human Rights Act) or Rule 13p-1 under the Exchange Act and Form SD (relating to conflict minerals) or Item 10(e) of Regulation S-K (relating to non-GAAP financial measures), (iii) shall not be required to contain the disclosure contemplated by Rule 13-01 or Rule 13-02 of Regulation S-X promulgated by the SEC or a separate financial statements or other information contemplated by Rules 3-05, 3-09, 3-10, 3-10, 3-16 or 4-8 of Regulation S-X promulgated by the SEC or any schedules required by Regulation S-X; (iv) shall not be required to comply with, or contain information required by, Regulation G under the Exchange Act or Item 10, Item 302, or Item 402 of Regulation S-K and (v) shall not be required to contain, and the Corporation shall not be required to provide, segment reporting and disclosure (including any required by FASB Accounting Standards Codification Topic 280), earnings per share information, information regarding executive compensation and related party disclosure related to SEC Release Nos. 33-8732A, 34-54302A, and IC-27444A and climate-related disclosures related to SEC Release Nos. 33-11275 and 34-99678, including, without limitation, any information, reports or exhibits required by Article 14 of Regulation S-X or Item 1506 of Regulation S-K;

(d) promptly following approval of the Board, a budget and business plan for the upcoming fiscal year in the form presented to and approved by the Board;

(e) quarterly, and only upon such Major Stockholder's request, a copy of the KPI reporting for the immediately preceding fiscal quarter that (i) is produced by the Corporation in the ordinary course of its operations and (ii) was actually provided to the Board;

(f) within fifteen (15) days following such Major Stockholder's request, a statement showing the number of shares of each class and series of capital stock and securities convertible into or exercisable for shares of capital stock outstanding at the end of the most recently completed quarterly period, the Common Stock issuable upon conversion or exercise of any outstanding securities convertible or exercisable for Common Stock and the exchange ratio or exercise price applicable thereto, and the number of shares of issued stock options and stock options not yet issued but reserved for issuance, if any, all in sufficient detail as to permit such Major Stockholder to calculate its percentage equity ownership in the Corporation;

(g) upon such Major Stockholder's request (including with respect to a prospective purchaser of Shares held by such Major Stockholder), for so long as any securities of the Corporation remain outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act and during any period in which the Corporation is not subject to and in compliance with Section 13 or 15(d) of the Exchange Act and are not exempt from reporting under Rule 12g3-2(b) under the Exchange Act, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act; and

(h) promptly following delivery to any such Stockholder or other Person, any reports or other information that the Corporation is contractually required to provide to any Stockholder or other Person pursuant to the terms of any indenture, credit agreement, loan agreement or other similar agreement or instrument.

Notwithstanding the delivery dates set forth in this Section 4.2, to the extent any documentation is provided by the Corporation or any of its Subsidiaries or Representatives to any other Person pursuant to the terms of any indenture, credit agreement, loan agreement or other similar agreement or instrument, such documentation shall also be provided simultaneously to each Major Stockholder; provided that the Board has not reasonably determined in good faith that such Major Stockholder is a Competitor.

If, for any period, the Corporation has any subsidiary whose accounts are consolidated with those of the Corporation, then in respect of such period the financial statements delivered pursuant to the foregoing sections shall be the consolidated and consolidating financial statements of the Corporation and all such consolidated subsidiaries.

Section 4.3 Delivery of Information. At the option of the Corporation, the Corporation may satisfy its obligations under Section 4.2 by providing certain information described in Section 4.2 on a password-protected website (the "Data Room") that is available to the Major Stockholders. As a condition to gaining access to the

information posted on such website, each Major Stockholder shall be required to “click through” or take other affirmative action pursuant to which such Major Stockholder shall (a) confirm and ratify that it is a party to, and bound by all of the terms and provisions of, this Agreement (including Section 4.1) and (b) acknowledge its confidentiality obligations in respect of such information.

Section 4.4 Management Calls. At least once per calendar quarter, the Corporation’s senior management members shall invite each Major Stockholder (provided that the Board has not reasonably determined in good faith that such Major Stockholder is a Competitor) to attend a virtual meeting, at a time and date as may be fixed by the Corporation in its sole discretion, at which meeting the Corporation’s management will update such Major Stockholders on the business, assets, operations, financial status and plans of the Corporation and its Subsidiaries and such Major Stockholders will be entitled to ask questions and discuss significant business issues with the Corporation’s senior management members; provided, however, that in no event shall the Corporation be obligated pursuant to this Section 4.4 to provide any information that (a) the Corporation reasonably determines in good faith to be a trade secret or similar highly confidential information or (b) the disclosure of which would reasonably be expected to adversely affect the attorney-client privilege between the Corporation and its counsel.

## ARTICLE 5 RESTRICTIONS ON TRANSFER

### Section 5.1 Registered Stockholders and DTC Holders.

(a) Each of Cupar, SoftBank, the AHG Stockholders[, and] each other Stockholder holding at least the Minimum Holding of Outstanding Shares as of the Effective Date [and each holder of Shares issued pursuant to a bona fide compensation plan or agreement approved by the Board that are restricted securities under the Securities Act] (collectively, the “Registered Stockholders”) will be recorded in a register maintained by the Corporation’s transfer agent, and all such Registered Stockholders shall, pursuant to Section 12.18, be deemed to be a party to this Agreement, in privity of contract with the other parties to this Agreement and be bound hereby even if such Registered Stockholder does not execute a signature page to this Agreement, and shall hold all of its initial and after-acquired Shares in such register. No purported Transfer of Shares by any Registered Stockholder to any other Person that is not a Stockholder shall be effective unless and until such Person has delivered to the Corporation an executed Joinder Agreement pursuant to Section 5.2(d). Subject to applicable law, any attempted Transfer of Shares not in compliance with the foregoing terms shall be null and void, and neither the Corporation nor any transfer agent for any Shares shall be required to record such Transfer on its books and records or otherwise in any way give effect to any such impermissible Transfer, in each case, pursuant to Section 5.3.

(b) All other holders of Shares shall receive and hold all of their Shares (including any after-acquired Shares, including any such Shares purchased from Registered Stockholders) through the facilities of DTC (such holders of Shares, the “DTC Holders”). All DTC Holders shall, in accordance with the Plan and the Confirmation Order, be deemed to be a party to this Agreement as a “beneficial owner”, in privity of contract with the other parties to this Agreement and be bound hereby (even if such holder does not execute a signature page to this Agreement), and each DTC Holder (including any such Person deemed to be a party hereto pursuant to the Plan or the Confirmation Order) shall cause any transferee to execute a Joinder Agreement in connection with a Transfer of Shares (it being understood that the failure of a transferee to so execute a Joinder Agreement will not invalidate any transfer occurring through DTC but the fact that such transfer occurring through DTC is not invalidated will not relieve the transferor DTC Holder from liability for breach for failing to require the transferee to execute a Joinder Agreement). It is acknowledged and agreed that the fact that a “DTC Holder” is a “beneficial owner” rather than a “record holder” will not diminish its obligations hereunder.

### Section 5.2 General Restrictions on Transfer.

(a) Each Stockholder agrees that it shall not Transfer any of its Shares at any time if such Transfer: (i) is to a Person who is not an original party to this Agreement and has not become a party to this Agreement by executing and delivering a Joinder Agreement; (ii) is to a Specified Competitor; (iii) does not or would not comply with U.S. federal or state securities or other applicable law; (iv) is prohibited pursuant to Section 5.2(b); (v) would, individually or together with other concurrently proposed Transfers, cause the Corporation to be regarded as an “investment company” under the Investment Company Act of 1940, as amended, and the rules and regulations

promulgated thereunder; or (vi) if applicable, would not be compliant with the requirements of Article 6 or Article 8 or otherwise violates any other provision of this Agreement.

(b) No Stockholder shall Transfer any of such Stockholder's Shares to any other Person without prior written approval from the Board to the extent such Transfer would cause the Corporation to have, including as a result of passage of time and giving effect to the exercise or conversion of any Derivative Securities, in excess of (a) 1,950 Stockholders of record (or four-hundred-fifty (450) or more Stockholders of record who are not Accredited Investors), calculated in accordance with Section 12(g) of the Exchange Act (or fifty (50) fewer than such other numbers of Stockholders of record or shareholders as may subsequently be set forth in Section 12(g), or any successor provision, from time to time of the Exchange Act, as the minimum number of Stockholders of record or shareholders for a class of capital stock that would require the Corporation to register such class of capital stock under Section 12 of the Exchange Act) or (b) two-hundred-fifty (250) Stockholders of record, calculated in accordance with Section 15(d) of the Exchange Act (or fifty (50) fewer than such other numbers of shareholders as may subsequently be set forth in Section 15(d), or any successor provision, from time to time of the Exchange Act, as the minimum number of Stockholders of record or shareholders for a class of capital stock that would require reporting under Section 15(d) of the Exchange Act). The Corporation and any transfer agent for the Shares shall be entitled to enforce this provision (including denying any requested Transfer). The Corporation and any transfer agent for the Shares shall determine the number of Stockholders of record from time to time in consultation with the Corporation's counsel in order to give full effect to the restriction set forth in this Section 5.2(b).

(c) Prior to effectuating any Transfer of any Shares, the Stockholder proposing to make such Transfer shall deliver to the Corporation:

(i) the transfer certificate a form of which is attached hereto as Exhibit C;

(ii) such information as the Corporation may reasonably request in order for the Corporation to determine in good faith that the proposed Transfer will be made in compliance with Section 5.2(a) (including information, opinions of counsel or other certifications used to determine whether any Person to whom the proposed Transfer is to be made is not a Specified Competitor and such Transfer complies with U.S. federal or state securities laws or other applicable law) and Article 6; and

(iii) such information as the Corporation's transfer agent may reasonably request.

(d) Each Stockholder will not, during the term of this Agreement, directly or indirectly, make any Transfer of all or any portion of its Shares unless, prior to the consummation of any such Transfer, the proposed transferee, if not already a Stockholder executes and delivers a Joinder Agreement. Upon the execution and delivery by such proposed transferee of a Joinder Agreement and compliance with the other provisions of the Agreement with respect to such Transfer, such proposed transferee will be deemed a "Stockholder" and will have the rights and be subject to the obligations of a Stockholder under this Agreement with respect to Shares owned by such proposed transferee. This Section 5.2(d) shall not apply to a Transfer arising due to a Transfer of an interest in a Stockholder.

(e) Notwithstanding anything to the contrary in this Agreement, each Stockholder may (i) Transfer all or any portion of its Shares to any Affiliate of such Stockholder, (ii) if such Stockholder is an AHG Stockholder, Transfer all or any portion of its Shares to any equityholder of such Stockholder and (iii) in the case of a Stockholder that is a natural person, Transfer all or any portion of its Shares for bona fide estate planning purposes, either during such Stockholder's lifetime or on death by will or intestacy to such Stockholder's spouse, including any life partner or similar statutorily-recognized domestic partner, child (natural or adopted), or any other direct lineal descendant of such Stockholder (or such person's spouse, including any life partner or similar statutorily-recognized domestic partner) (all of the foregoing collectively referred to as "Family Members") or any custodian or trustee of any trust, partnership, limited liability Corporation or other corporate entity for the benefit of, or the ownership interests of which are owned wholly by such Stockholder or any such Family Members for so long as such transferee executes and delivers a Joinder Agreement pursuant to Section 5.2(d).

(f) Notwithstanding anything to the contrary in this Agreement, this Section 5.2 shall not apply to any Transfers pursuant to any Strategic Alternative approved by the Strategic Review Committee or any Sale Transaction to which Article 8 applies.

Section 5.3 Improper Transfer or Encumbrance. Any Transfer or attempted Transfer in violation of this Article 5 shall be null and *void ab initio* and the Corporation (x) shall not register or effect such Transfer, (y) may institute legal proceedings to force rescission of such Transfer and (z) may seek any other remedy available to it at law, in equity or otherwise, including an injunction prohibiting such Transfer. Each Stockholder consents to the Corporation making a notation in its records and giving instructions to any transfer agent of Shares in order to implement the restrictions set forth in this Article 5. In the case of a Transfer or attempted Transfer by a Stockholder of any Shares in the Corporation contrary to the provisions of this Agreement, such Stockholder engaging or attempting to engage in such Transfer will indemnify and hold harmless the Corporation and each of the other Stockholders from all losses that such indemnified Persons may incur (including incremental tax liability and lawyers' fees and expenses) in enforcing the provisions of this Agreement.

Section 5.4 Market Standoff. Notwithstanding anything to the contrary in this Agreement and to the extent requested by the Corporation and the managing underwriter of securities of the Corporation in connection with an initial public offering of the Corporation pursuant to a registration statement on Form S-1 (the "IPO"), each Stockholder and each natural person serving as a director or executive officer of the Corporation shall not, without the prior written consent of the managing underwriters in the IPO, offer, sell, make any short sale of, grant or sell any option for the purchase of, lend, pledge, dispose of or otherwise Transfer (directly or indirectly), enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (whether any such transaction is described above or is to be settled by delivery of Shares or other securities, in cash, or otherwise), any Shares then owned by such Stockholder, or enter into an agreement to do any of the foregoing, for up to one hundred and eighty (180) days commencing on the effective date of such registration statement on Form S-1 filed under the Securities Act; provided, that, the foregoing shall apply only to the IPO, shall not apply to the sale of any Shares to an underwriter pursuant to an underwriting agreement or the transfer of any Shares in accordance with Section 5.2(e) (provided that such permitted transferee under Section 5.2(e) agrees to be bound in writing to the restrictions set forth herein), and shall be applicable to the Stockholders only if the Corporation obtains a similar agreement from all stockholders of the Corporation individually owning more than one percent (1%) of the Corporation's Outstanding Shares (which, for the avoidance of doubt, shall include any holders of securities exchangeable, transferable or convertible into Shares). Any discretionary waiver or termination of the restrictions by the Corporation or the underwriters of any or all of such restrictions with respect to any officer or director of the Corporation or a holder of 1% or more of the Corporation's Outstanding Shares shall apply pro rata to all Stockholders, based on the number of shares subject to such restrictions; provided that the prior sentence shall not apply to (a) waivers or terminations granted in an amount less than or equal to 1% of the Corporation's Outstanding Shares or (b) any primary or secondary public offering or sale that is underwritten and in which each Stockholder that is party to the Registration Rights Agreement is offered the opportunity to participate. For purposes of this paragraph, "Corporation" includes any wholly owned subsidiary of the Corporation into which the Corporation merges or consolidates. The Corporation may place restrictive legends on the certificates representing the Shares subject to this paragraph and may impose stop transfer instructions with respect to the Shares of each Stockholder until the end of such period. Each Stockholder shall enter into any customary agreement reasonably required by the underwriters to the IPO to implement the foregoing within any reasonable timeframe so requested. The underwriters for any IPO are intended third party beneficiaries of this Section 5.4 and shall have the right, power and authority to enforce the provisions of this Section 5.4 as though they were parties hereto. The underwriters for any IPO are intended third party beneficiaries of this Section 5.4 and shall have the right, power and authority to enforce the provisions of this Section 5.4 as though they were parties hereto.

## **ARTICLE 6** **RIGHT OF FIRST REFUSAL AND CO-SALE**

Section 6.1 Right of First Refusal.

(a) Notice.

(i) Each AHG Stockholder proposing to make a Proposed Stockholder Transfer (each, a "Selling AHG Stockholder") must deliver a Proposed Transfer Notice to the Corporation and each of the Major AHG Stockholders and other Major Stockholders prior to the consummation of such Proposed Stockholder Transfer as provided below.

(ii) Each Stockholder (other than an AHG Stockholder) proposing to make a Proposed Stockholder Transfer (each, a “Selling Non-AHG Stockholder” and, together with the Selling AHG Stockholders, the “Selling Stockholders” and each, a “Selling Stockholder”) must deliver a Proposed Transfer Notice to the Corporation and each of the Major Stockholders not later than thirty (30) days prior to the consummation of such Proposed Stockholder Transfer.

(iii) Each such Proposed Transfer Notice shall contain the material terms and conditions (including price and form of consideration) of the Proposed Stockholder Transfer, the identity of the Prospective Transferee and the intended date of the Proposed Stockholder Transfer, and shall be accompanied by a copy of the third party offer and any definitive documentation setting forth the terms and conditions of the third party offer.

(b) Grant of Prime Right of First Refusal to the Major AHG Stockholders. Subject to the terms of Article 5 and Section 6.4, each Selling AHG Stockholder hereby unconditionally and irrevocably grants to each of the Major AHG Stockholders a Prime Right of First Refusal to purchase, with respect to such Major AHG Stockholder, a fraction (expressed as a percentage), the numerator of which is the number of Shares held by such Major AHG Stockholder and the denominator of which is (i) the total number of Shares held by all Major AHG Stockholders *minus* (ii) the total number of Shares held by the Selling AHG Stockholder, of all of the Shares that such Selling AHG Stockholder may propose to Transfer in a Proposed Stockholder Transfer, in each case, at the same price and on the same terms and conditions as those offered to the Prospective Transferee. To exercise its Prime Right of First Refusal under this Section 6.1, each Major AHG Stockholder must deliver a Prime Stockholder Notice, specifying the number of Shares to be purchased by such Major AHG Stockholder pursuant to the exercise of its Prime Right of First Refusal, to the Corporation and such Selling AHG Stockholder within ten (10) days after such Selling AHG Stockholder delivers the Proposed Transfer Notice pursuant to Section 6.1(a)(i).

(c) Grant of Right of First Refusal to the Corporation.

(i) Subject to the terms of Article 5 and Section 6.4, (i) each Selling AHG Stockholder hereby unconditionally and irrevocably grants to the Corporation a Right of First Refusal to purchase all or any portion of the Shares not purchased by the Major AHG Stockholders pursuant to Section 6.1(b) at the same price and on the same terms and conditions as those offered to the Prospective Transferee and (ii) each Selling Non-AHG Stockholder hereby unconditionally and irrevocably grants to the Corporation a Right of First Refusal to purchase all or any portion of Shares that such Selling Non-AHG Stockholder may propose to Transfer in a Proposed Stockholder Transfer at the same price and on the same terms and conditions as those offered to the Prospective Transferee.

(ii) If a Selling AHG Stockholder has delivered a Proposed Transfer Notice pursuant to this Article 6 and the Major AHG Stockholders do not provide Prime Stockholder Notices exercising their respective Prime Right of First Refusal as to all Shares, in the aggregate, subject to such Proposed Stockholder Transfer, such Selling AHG Stockholder must deliver a Prime Secondary Notice to the Corporation and the Major Stockholders to that effect no later than five (5) days after the Major AHG Stockholders’ deadline to provide Prime Stockholder Notices as provided in the last sentence of Section 6.1(b). To exercise its Right of First Refusal, the Corporation must deliver a Corporation Notice, specifying the number of Shares to be purchased by the Corporation, to such Selling AHG Stockholder and the Major Stockholders within ten (10) days after the Major AHG Stockholders’ deadline for its delivery of the Secondary Notice as provided in the preceding sentence.

(iii) If a Selling Non-AHG Stockholder has delivered a Proposed Transfer Notice pursuant to this Article 6, the Corporation must deliver a Corporation Notice, specifying the number of Shares to be purchased by the Corporation, if any, to such Selling Non-AHG Stockholder and the Major Stockholders within ten (10) days after such Selling Non-AHG Stockholder delivers the Proposed Transfer Notice pursuant to Section 6.1(a)(ii).

(d) Grant of Secondary Refusal Right to the Major Stockholders.

(i) Subject to the terms of Article 5 and Section 6.4, each Stockholder hereby unconditionally and irrevocably grants to the Major Stockholders a Secondary Refusal Right to purchase all or any

portion of the Shares not purchased by the Major AHG Stockholders pursuant to Section 6.1(b) or the Corporation pursuant to Section 6.1(c), as applicable, that such Stockholder may propose to Transfer in a Proposed Stockholder Transfer at the same price and on the same terms and conditions as those offered to the Prospective Transferee.

(ii) If any Shares subject to a Proposed Stockholder Transfer are not acquired pursuant to the Major AHG Stockholders' Prime Right of First Refusal pursuant to Section 6.1(b) or the Corporation's Right of First Refusal pursuant to Section 6.1(c), the Corporation must deliver a Secondary Notice to the Selling Stockholder and to each Major Stockholder to that effect promptly, but in any event, no later than three (3) Business Days, after (x) in the event such Proposed Stockholder Transfer is proposed by a Selling AHG Stockholder, the Corporation's deadline for its delivery of the Corporation Notice as provided in the last sentence of Section 6.1(c)(ii) and (y) in the event such Proposed Stockholder Transfer is proposed by a Selling Non-AHG Stockholder, the Corporation's deadline for its delivery of the Corporation Notice as specified in Section 6.1(c)(iii).

(iii) To exercise its Secondary Refusal Right, a Major Stockholder must deliver a Stockholder Notice to the Selling Stockholder and the Corporation within ten (10) days after the Corporation delivers the Secondary Notice as provided in Section 6.1(d)(ii).

(e) Undersubscription of Shares.

(i) If options to purchase have been exercised by the Major AHG Stockholders pursuant to Section 6.1(b) with respect to some but not all of the Shares by the end of the ten (10) day period specified in the last sentence of Section 6.1(b) (the "Major AHG Stockholder Notice Period"), then the Corporation shall, within two (2) days after the expiration of the Major AHG Stockholder Notice Period, send written notice to those Major AHG Stockholders who fully exercised their Prime Right of First Refusal within the Major AHG Stockholder Notice Period (the "Exercising Major AHG Stockholders"). Each Exercising Major AHG Stockholder shall, subject to the provisions of this Section 6.1(e)(i), have an additional option to purchase all or any part of the balance of any such remaining unsubscribed Shares on the terms and conditions set forth in the Proposed Transfer Notice. To exercise such option, an Exercising Major AHG Stockholder must deliver a Prime Undersubscription Notice to the Selling Stockholder and the Corporation within five (5) days after the expiration of the Major AHG Stockholder Notice Period. In the event there are two or more such Exercising Major AHG Stockholders that choose to exercise the last-mentioned option for a total number of remaining shares in excess of the number available, the remaining shares available for purchase under this Section 6.1(e)(i) shall be allocated to such Exercising Major AHG Stockholders *pro rata* based on the number of Shares such Exercising Major AHG Stockholders have elected to purchase pursuant to the Prime Right of First Refusal (without giving effect to any Shares that any such Exercising Major AHG Stockholder has elected to purchase pursuant to this Section 6.1(e)(i)). If the options to purchase the remaining shares are exercised in full by the Exercising Major AHG Stockholders, the Corporation shall immediately notify all of the Exercising Major AHG Stockholders and the Selling Stockholder of that fact.

(ii) If options to purchase have been exercised by the Major AHG Stockholders, the Corporation or the Major Stockholders pursuant to Section 6.1(b), Section 6.1(c) or Section 6.1(d) with respect to some but not all of the Shares by the end of the ten (10) day period specified in Section 6.1(d)(iii) (the "Stockholder Notice Period"), then the Corporation shall, within two (2) days after the expiration of the Stockholder Notice Period, send written notice to those Major Stockholders who fully exercised their Secondary Refusal Right within the Stockholder Notice Period (the "Exercising Major Stockholders"). Each Exercising Major Stockholder shall, subject to the provisions of this Section 6.1(e)(ii), have an additional option to purchase all or any part of the balance of any such remaining unsubscribed Shares on the terms and conditions set forth in the Proposed Transfer Notice. To exercise such option, an Exercising Major Stockholder must deliver an Undersubscription Notice to the Selling Stockholder and the Corporation within five (5) days after the expiration of the Stockholder Notice Period. In the event there are two or more such Exercising Major Stockholders that choose to exercise the last-mentioned option for a total number of remaining shares in excess of the number available, the remaining shares available for purchase under this Section 6.1(e)(ii) shall be allocated to such Exercising Major Stockholders *pro rata* based on the number of Shares such Exercising Major Stockholders have elected to purchase pursuant to the Secondary Refusal Right (without giving effect to any Shares that any such Exercising Major Stockholder has elected to purchase pursuant to the Corporation Undersubscription Notice). If the options to purchase the remaining shares are exercised in full by the Exercising Major Stockholders, the Corporation shall immediately notify all of the Exercising Major Stockholders and the Selling Stockholder of that fact.

(f) Consideration; Closing. If the consideration proposed to be paid for the Shares is in property, services or other non-cash consideration, the fair market value of the consideration shall be as determined in good faith by the Board and as set forth and reasonably substantiated in the Corporation Notice. If the Corporation or any Major Stockholder for any reason cannot or does not wish to pay for the Shares in the same form of non-cash consideration, the Corporation or such Major Stockholder may pay the cash value equivalent thereof, as determined in good faith by the Board and as set forth and reasonably substantiated in the Corporation Notice. The closing of the purchase of Shares by the Corporation and the Major Stockholders shall take place, and all payments from the Corporation and the Major Stockholders shall have been delivered to the Selling Stockholder, by the later of (i) the date specified in the Proposed Transfer Notice as the intended date of the Proposed Stockholder Transfer and (ii) (x) in the case of a Proposed Transfer Notice delivered by a Selling AHG Stockholder, forty five (45) days after delivery of the Proposed Transfer Notice and (y) in the case of a Proposed Transfer Notice delivered by a Selling Non-AHG Stockholder, thirty (30) days after delivery of the Proposed Transfer Notice. [In connection with the purchase and sale of such Shares pursuant to this Section 6.1, (A) each Stockholder shall only be required to make customary fundamental representations and warranties solely related to such Stockholder's (1) corporate (or similar other organizational) power, if applicable, to sell its Shares, (2) due execution of the applicable purchase agreement, (3) organization and good standing (if applicable), (4) good and valid title and ownership of the applicable Shares held by such Stockholder, free and clear of liens, security interests and other encumbrances (other than those imposed by securities laws generally or this Agreement), (5) corporate (or similar other organizational) power and authority, if applicable, to enter into the applicable purchase agreement and to consummate the closing of the sale of the Shares, and (6) non-contravention by such Stockholder of its organizational documents (if applicable) and applicable law; (B) the closing shall not be subject to any conditions, except for (1) customary closing conditions with respect to the (x) accuracy of the other party's representations and warranties in all material respects and (y) performance of the other party's pre-closing covenants in all material respects and (2) the receipt of any regulatory approvals required by applicable law as a condition to such closing; and (C) none of the representations, warranties or pre-closing covenants shall survive such closing (other than with respect to actual fraud), no party shall be required to provide any indemnification or agree to any restrictive covenants and there shall be no limitation on any party's right to specific performance in the event of any other party's breach.]<sup>40</sup>

Section 6.2 Right of Co-Sale.

(a) Exercise of Right. If any Shares subject to a Proposed Stockholder Transfer are not purchased pursuant to Section 6.1 and thereafter are to be sold to a Prospective Transferee, each Major Stockholder may elect to exercise its Right of Co-Sale and participate on a *pro rata* basis in the Proposed Stockholder Transfer as set forth in Section 6.2(b) and, subject to Section 6.2(d), otherwise on the same terms and conditions specified in the Proposed Transfer Notice. Each Major Stockholder who desires to exercise its Right of Co-Sale (each, a "Participating Stockholder") must give the Selling Stockholder written notice to that effect within ten (10) days after the deadline for delivery of the Secondary Notice described specified in Section 6.1(d)(iii), and upon giving such notice such Participating Stockholder shall be deemed to have effectively exercised the Right of Co-Sale.

(b) Shares Includable. Each Participating Stockholder may include in the Proposed Stockholder Transfer all or any part of such Participating Stockholder's Shares in an amount equal to the product obtained by multiplying (i) the aggregate number of Shares subject to the Proposed Stockholder Transfer (excluding shares purchased by the Corporation or the Stockholders pursuant to the Right of First Refusal or the Secondary Refusal Right) by (ii) a fraction, the numerator of which is the number of Shares owned by such Participating Stockholder immediately before consummation of the Proposed Stockholder Transfer and the denominator of which is the total number of Shares owned, in the aggregate, by all Participating Stockholders immediately prior to the consummation of the Proposed Stockholder Transfer, plus the number of Shares held by the Selling Stockholder. To the extent one or more of the Participating Stockholders exercise such right of participation in accordance with the terms and conditions set forth herein, the number of Shares that the Selling Stockholder may Transfer in the Proposed Stockholder Transfer shall be reduced correspondingly.

(c) Purchase and Sale Agreement. The Participating Stockholders and the Selling Stockholder agree that the terms and conditions of any Proposed Stockholder Transfer in accordance with this Section 6.2 will be

<sup>40</sup> Note to Draft: Subject to the parties' continuing review and comment.

memorialized in, and governed by, a written purchase and sale agreement with the Prospective Transferee (the “Purchase and Sale Agreement”) with the same terms reflected in the Proposed Transfer Notice, as well as other customary terms and provisions for such a transaction, and the Participating Stockholders and the Selling Stockholder further covenant and agree to enter into such Purchase and Sale Agreement as a condition precedent to any Transfer in accordance with this Section 6.2.

(d) Allocation of Consideration. The aggregate consideration payable to the Participating Stockholders and the Selling Stockholder shall be allocated based on the number of Shares sold to the Prospective Transferee by each Participating Stockholder and the Selling Stockholder as provided in Section 6.2(b).

(e) Purchase by Selling Stockholder; Deliveries. Notwithstanding Section 6.2(c), if any Prospective Transferee(s) refuse(s) to purchase Shares subject to the Right of Co-Sale from any Participating Stockholder, no Selling Stockholder may Transfer any Shares to such Prospective Transferee(s) unless and until, simultaneously with such Transfer, such Selling Stockholder purchases all Shares subject to the Right of Co-Sale from such Participating Stockholders on the same terms and conditions (including the proposed purchase price) as set forth in the Proposed Transfer Notice and as provided in Section 6.2(d). In connection with such purchase by the Selling Stockholder, such Participating Stockholder shall deliver to the Selling Stockholder any stock certificate or certificates, properly endorsed for transfer, representing the Shares being purchased by the Selling Stockholder (or request that the Corporation effect such transfer in the name of the Selling Stockholder). Any such shares transferred to the Selling Stockholder will be transferred to the Prospective Transferee against payment therefor in consummation of the Transfer of the Shares pursuant to the terms and conditions specified in the Proposed Transfer Notice, and the Selling Stockholder shall concurrently therewith remit or direct payment to each such Participating Stockholder the portion of the aggregate consideration to which each such Participating Stockholder is entitled by reason of its participation in such Transfer as provided in this Section 6.2(e).

(f) Additional Compliance. If any Proposed Stockholder Transfer is not consummated prior to the later of (i) the date specified in the Proposed Transfer Notice as the intended date of the Proposed Stockholder Transfer and (ii) (A) in the case of a Proposed Transfer Notice delivered by a Selling AHG Stockholder, forty five (45) days after delivery of the Proposed Transfer Notice and (B) in the case of a Proposed Transfer Notice delivered by a Selling Non-AHG Stockholder, thirty (30) days after delivery of the Proposed Transfer Notice, the Selling Stockholder proposing the Proposed Stockholder Transfer may not Transfer any Shares unless they first comply in full with each provision of Section 6.1 and Section 6.2. The exercise or election not to exercise any right by any Major Stockholder hereunder shall not adversely affect its right to participate in any other sales of Shares subject to this Article 6.

Section 6.3 Effect of Failure to Comply.

(a) Transfer Void. Any Proposed Stockholder Transfer not made in compliance with the requirements of this Agreement shall be null and void *ab initio* and of no effect, shall not be recorded on the books of the Corporation or its transfer agent and shall not be recognized by the Corporation.

(b) Violation of First Refusal Right. If any Selling Stockholder becomes obligated to Transfer any Shares to any Major AHG Stockholder, the Corporation or any other Major Stockholder under this Agreement and fails to deliver such Shares in accordance with the terms of this Agreement, such Major AHG Stockholder, the Corporation or such other Major Stockholder may, at its option, in addition to all other remedies it may have, send to such Selling Stockholder the purchase price for such Shares as is herein specified and transfer to the name of such Major AHG Stockholder, the Corporation or such other Major Stockholder (or request that the Corporation effect such transfer) on the Corporation’s books any certificates, instruments, or book entry representing the Shares to be sold.

(c) Violation of Co-Sale Right. If any Selling Stockholder purports to Transfer any Shares in contravention of the Right of Co-Sale (a “Prohibited Transfer”), each Participating Stockholder who desires to exercise its Right of Co-Sale under Section 6.2 may, in addition to such remedies as may be available by law, in equity or hereunder, require such Selling Stockholder to purchase from such Participating Stockholder the type and number of Shares that such Participating Stockholder would have been entitled to Transfer to the Prospective Transferee had the Prohibited Transfer been effected in compliance with the terms of Section 6.2. The Transfer will be made on the same terms, including as provided in Section 6.2(d), and subject to the same conditions as would have applied had the

Selling Stockholder not made the Prohibited Transfer, except that the Transfer (including, without limitation, the delivery of the purchase price) must be made within sixty (60) days after the Participating Stockholder learns of the Prohibited Transfer, as opposed to the timeframe proscribed in Section 6.2. Such Selling Stockholder shall also reimburse each Participating Stockholder for any and all reasonable and documented out-of-pocket fees and expenses, including reasonable legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of the Participating Stockholder's rights under Section 6.2.

Section 6.4 Exemptions.

(a) Exempt Transfers.

(i) Notwithstanding anything to the contrary in this Agreement, the provisions of Section 6.1 and Section 6.2 shall not apply (A) to the Transfer by a Stockholder of all or any portion of its Shares to any Affiliate of such Stockholder, (B) to the Transfer by an AHG Stockholder of all or any portion of its Shares to any equityholder of such AHG Stockholder, (C) to a repurchase of Shares from a Stockholder by the Corporation at a price no greater than that originally paid by such Stockholder for such Shares and pursuant to an agreement containing vesting or repurchase provisions approved by the Board or (D) in the case of a Stockholder that is a natural person, upon a Transfer of Shares by such Stockholder made for bona fide estate planning purposes, either during such Person's lifetime or on death by will or intestacy to such Person's Family Members or any custodian or trustee of any trust, partnership, limited liability company or other corporate entity for the benefit of, or the ownership interests of which are owned wholly by such Stockholder or any such Family Members; provided that in the case of clause(s) (A) or (C), such Stockholder shall deliver written notice to the Corporation and the Major Stockholders of such gift or Transfer and such Shares shall at all times remain subject to the terms and restrictions set forth in this Agreement and such transferee shall, as a condition to such Transfer, deliver a Joinder Agreement such that such transferee shall be bound by all the terms and conditions of this Agreement; and provided, further, in the case of any transfer pursuant to clause (C), that such Transfer is made pursuant to a transaction in which there is no consideration actually paid for such Transfer.

(ii) [Notwithstanding anything to the contrary in this Agreement, the provisions of Section 6.2 shall not apply to the Transfer of Shares by any Selling Stockholder and its Affiliates (other than Cupar and its Affiliates) that would otherwise be subject to Section 6.2 within any ninety (90) consecutive day period in an aggregate amount of less than four percent (4%) of the Outstanding Shares as of such time of determination; provided, however, that if the number of Shares to be Transferred by such Selling Stockholder, after giving effect to any proposed Transfer and taken together with the aggregate number of Shares previously Transferred by such Selling Stockholder and its Affiliates in reliance on the exemption provided by this Section 6.4(a)(ii) within the trailing twelve (12) month period would exceed eight percent (8%) of the Outstanding Shares as of such time of determination, any Shares to be Transferred by such Selling Stockholder in such transaction that would exceed eight percent (8%) of the Outstanding Shares as of such time of determination shall be subject to the provisions of Section 6.2; provided, further, that, for the avoidance of doubt, any Transfer of Shares prior to such transaction and within the trailing twelve (12) month period shall not be subject to the provisions of Section 6.2. For the avoidance of doubt, the exemption provided by this Section 6.4(a)(ii) shall not apply to the Transfer of any Shares by Cupar or its Affiliates.]<sup>41</sup>

(b) Exempted Offerings. Notwithstanding anything to the contrary in this Agreement, the provisions of Section 6.1 and Section 6.2 shall not apply to the Transfer of (i) any Shares to the public pursuant to a Qualified IPO, (ii) any Call Shares pursuant to the exercise of the Cupar Call Right and (iii) any Shares pursuant to the exercise of the Drag-Along Right.

## ARTICLE 7 PREEMPTIVE RIGHTS

Section 7.1 Right of First Offer. Subject to the terms and conditions of this Section 7.1, if the Corporation proposes to issue, offer or sell any New Securities, the Corporation shall first offer to sell such New Securities to each Major Stockholder. A Major Stockholder shall be entitled to apportion the right of first offer hereby

<sup>41</sup> Note to Draft: Subject to the parties' continuing review and comment.

granted to it in such proportions as it deems appropriate among (a) itself and (b) its Affiliates; provided that each such Affiliate (x) is not a Competitor and (y) agrees to deliver a Joinder Agreement such that such Affiliate shall be bound by all the terms and conditions of this Agreement.

(a) The Corporation shall give written notice (the “Offer Notice”) to each Major Stockholder, stating (i) its bona fide intention to offer such New Securities, (ii) the number of such New Securities to be offered and (iii) the price and any terms and conditions upon which it proposes to offer such New Securities.

(b) By notification to the Corporation within twenty (20) days after the Offer Notice is given, each Major Stockholder may elect to purchase or otherwise acquire, at the price and on the terms specified in the Offer Notice, up to that portion of such New Securities which equals the proportion that the Shares then held by such Major Stockholder (including all Shares then issuable (directly or indirectly) upon conversion or exercise of any Derivative Securities then held by such Major Stockholder) bears to the total Shares of the Corporation then outstanding (assuming full conversion or exercise of all Derivative Securities then outstanding). At the expiration of such twenty (20) day period, the Corporation shall promptly notify each Major Stockholder that elects to purchase or acquire all New Securities available to it (each, a “Fully Exercising Stockholder”) of any other Major Stockholder’s failure to do likewise. During the ten (10) day period commencing after the Corporation has given such notice, each Fully Exercising Stockholder may, by giving notice to the Corporation, elect to purchase or acquire, in addition to the amount of New Securities specified above, up to that portion of the New Securities for which Major Stockholders were entitled to subscribe but that were not subscribed for by the Major Stockholders which is equal to the proportion that the Shares issued and held, or issuable (directly or indirectly) upon conversion or exercise of any Derivative Securities then held by such Fully Exercising Stockholder bears to the Shares issued and held, or issuable (directly or indirectly) upon conversion or exercise of any Derivative Securities then held by all Fully Exercising Stockholders who wish to purchase such unsubscribed portion of the New Securities. The closing of any sale pursuant to this Section 7.1(b) shall occur within the later of forty (40) days of the date that the Offer Notice is given and the date of initial sale of New Securities pursuant to Section 7.1(c).

(c) If all New Securities referred to in the Offer Notice are not elected to be purchased or acquired as provided in Section 7.1(b), the Corporation may, during the ninety (90) day period following the expiration of the periods provided in Section 7.1(b), offer and sell the remaining unsubscribed portion of such New Securities to any Person or Persons at a price not less than, and upon terms no more favorable to the offeree than, those specified in the Offer Notice. If the Corporation does not enter into an agreement for the sale of the New Securities within such period, or if such agreement is not consummated within ninety (90) days of the execution thereof, the right provided hereunder shall be deemed to be revived and such New Securities shall not be offered unless first reoffered to the Major Stockholders in accordance with this Section 7.1.

Section 7.2 Exempt Offerings. The right of first offer in this Article 7 shall not be applicable to the following:

(a) Shares, Derivative Securities or any other New Securities issued or distributed pursuant to, or as expressly contemplated by, the Plan, the Confirmation Order or the Exit LC Facility;

(b) Shares issued *pro rata* to the Stockholders pursuant to stock splits and Share combinations;

(c) [Shares, Derivative Securities or any other New Securities in the form of warrants or other similar securities used as “equity kickers” issued to banks or other financial institutions pursuant to a bona fide third-party debt financing for the benefit of the Company or any of its Subsidiaries approved by the Board and in compliance with the other terms and conditions of this Agreement]<sup>42</sup>;

(d) Shares, Derivative Securities or any other New Securities issued as acquisition consideration pursuant to the acquisition of another corporation by the Corporation by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement;

<sup>42</sup> Note to Draft: Subject to the parties’ continuing review and comment.

(e) Shares issued pursuant to a Qualified IPO;

(f) Shares, Derivative Securities or any other New Securities issued to employees or directors of, or consultants or advisors to, the Corporation or any of its Subsidiaries pursuant to a bona fide compensation plan or agreement approved by the Board; and

(g) Shares, Derivative Securities or any other New Securities actually issued upon conversion or exercise of Derivative Securities, in each case, pursuant to the terms of such Derivative Security, that, when issued, was a Derivative Security under any of the preceding clauses (a) through (g) or was subject to the exercise of preemptive rights pursuant to Section 7.1 in accordance with the terms of such Derivative Security at the time of issuance.

## **ARTICLE 8** **DRAG-ALONG RIGHT**

**Section 8.1 Actions to be Taken.** In the event that (i) the holders of a majority of the Outstanding Shares approve a Sale Transaction that provides Stockholders with cash or securities of a publicly traded company or (ii) each of (A) the holders of a majority of the Outstanding Shares and (B) the Board, including the approval of at least one of the SoftBank Director, if the SoftBank Approval Right is in effect, or the AHG Director, if the AHG Approval Right is in effect, approve a Sale Transaction that provides Stockholders with other securities (including securities of a non-publicly traded company), property or other non-cash consideration and, in each case, specify that this Article 8 shall apply to such transaction (the “Drag-Along Right”), then, the Person(s) invoking the Drag-Along Right shall provide written notice at least twenty (20) Business Days prior to the consummation of any such Sale Transaction (a “Drag-Along Notice”) pursuant to which such Person(s) may elect to require each Stockholder to participate in such Sale Transaction on the terms and subject to the conditions set forth in this Section 8.1 (such transaction, a “Drag-Along Sale”), in which case, each Stockholder shall be deemed to have provided any applicable consents to (and, if requested, shall confirm such consent in writing), and agrees to raise no objections against, such Drag-Along Sale. The Drag-Along Notice shall identify the material terms and conditions of the Drag-Along Sale, including (A) the percentage of the aggregate number of outstanding Shares proposed to be Transferred; (B) the form and amount of per Share consideration for which the Transfer is proposed to be made (and, if such consideration consists in part or in whole of property other than cash, the Drag-Along Notice will include such information, to the extent reasonably available, relating to such non-cash consideration as the Stockholders may reasonably request in order to evaluate such non-cash consideration), (C) the proposed closing date of the Drag-Along Sale, if known; and (D) all other material terms and conditions of the Drag-Along Sale, including the form of the proposed agreement, if any. Subject to satisfaction of each of the conditions set forth in Section 8.1(g), each Stockholder and the Corporation hereby agree:

(a) if such transaction requires stockholder approval, with respect to all Shares that such Stockholder owns or over which such Stockholder otherwise exercises voting power, to vote (in person, by proxy or by action by written consent, as applicable) all Shares in favor of, and approve, such Sale Transaction (together with any related amendment or restatement to the Certificate of Incorporation required to implement such Sale Transaction) and the related definitive agreement(s) pursuant to which the Sale Transaction is to be consummated and to vote in opposition to any and all other proposals that could reasonably be expected to delay or impair the ability of the Corporation to consummate such Sale Transaction;

(b) if such transaction is a Stock Sale, to sell all of the Shares of the Corporation beneficially held by such Stockholder (such holders, the “Dragging Stockholders”) to the Person to whom the Dragging Stockholders propose to sell their Shares, and, except as expressly permitted in Section 8.1(g) below, on the same terms and conditions (including the amount of per Share consideration) as the other stockholders of the Corporation;

(c) to execute and deliver all related documentation and take such other reasonable action in support of the Sale Transaction as shall reasonably be requested by the Corporation or the Dragging Stockholders in good faith and necessary in order to carry out the terms and provision of this Article 8, including, (i) executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, any reasonably customary release agreement in the capacity of a securityholder, termination of investment related documents, accredited investor forms, documents evidencing the removal of board designees or escrow agreement, any associated voting, support, or joinder agreement, consent, waiver, governmental filing, share certificates duly endorsed for

transfer (free and clear of impermissible liens, claims and encumbrances), and any similar or related documents and (ii) providing any information reasonably necessary for any public filings with the SEC in connection with the Sale Transaction;

(d) not to deposit, and to cause their Affiliates not to deposit, except as provided in this Agreement, any Shares of the Corporation owned by such party or Affiliate in a voting trust or subject any Shares to any arrangement or agreement with respect to the voting of such Shares, unless specifically requested to do so by the acquirer in connection with the Sale Transaction;

(e) to refrain from, and hereby waives any rights relating to, (i) exercising any dissenters' rights or rights of appraisal under applicable law at any time with respect to such Sale Transaction, or (ii) asserting any claim or commencing, joining or participating in any way (including as a member of a class in any action, suit or proceeding) (x) challenging the Sale Transaction, this Agreement, the consummation of the transactions contemplated in connection with the Sale Transaction or this Agreement, (y) challenging the validity of, or seeking to enjoin the operation of, the definitive agreement(s) with respect to such Sale Transaction or (z) alleging a breach of any fiduciary duty of the Dragging Stockholders or any Affiliate or associate thereof, directors of the Corporation or the acquirer(s) (including aiding and abetting breach of fiduciary duty) in connection with the Sale Transaction or any action taken thereby with respect to such Sale Transaction to the fullest extent permitted by law;

(f) if the consideration to be paid in exchange for the Shares pursuant to this Article 8 includes any securities and due receipt thereof by any Stockholder would require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities; or (y) the provision to any Stockholder of any information other than such information as a prudent issuer would generally furnish in an offering made solely to "accredited investors" as defined in Regulation D promulgated under Securities Act, the Corporation may cause to be paid to any such Stockholder in lieu thereof, against surrender of the Shares which would have otherwise been sold by such Stockholder, an amount in cash equal to the fair value (as determined in good faith by the Board) of the securities which such Stockholder would otherwise receive as of the date of the issuance of such securities in exchange for the Shares; and

(g) in the event that the Dragging Stockholders, in connection with such Sale Transaction, appoint a stockholder representative (the "Stockholder Representative") with respect to matters affecting the Stockholders under the applicable definitive transaction agreements following consummation of such Sale Transaction, (i) to consent to (x) the appointment of such Stockholder Representative, (y) the establishment of any applicable escrow, expense or similar fund in connection with any indemnification or similar obligations and (z) the payment of such Stockholder's *pro rata* portion (from the applicable escrow or expense fund or otherwise) of any and all reasonable fees and expenses to such Stockholder Representative in connection with such Stockholder Representative's services and duties in connection with such Sale Transaction and its related service as the representative of the Stockholders, and (ii) not to assert any claim or commence any suit against the Stockholder Representative or any other Stockholder with respect to any action or inaction taken or failed to be taken by the Stockholder Representative, within the scope of the Stockholder Representative's authority, in connection with its service as the Stockholder Representative, absent fraud, bad faith, gross negligence or willful misconduct.

Section 8.2 Conditions. Notwithstanding anything to the contrary in this Agreement, a Stockholder will not be required to comply with Section 8.1 in connection with any proposed Sale Transaction (the "Proposed Sale"), unless:

(a) any representations and warranties to be made by such Stockholder in connection with the Proposed Sale are limited to representations and warranties related to authority, ownership and the ability to convey title to such Shares, including, representations and warranties that (i) the Stockholder holds all right, title and interest in and to the Shares such Stockholder purports to hold, free and clear of all liens and encumbrances, (ii) the obligations of the Stockholder in connection with the transaction have been duly authorized, if applicable, (iii) the documents to be entered into by the Stockholder have been duly executed by the Stockholder and delivered to the acquirer and are enforceable (subject to customary limitations) against the Stockholder in accordance with their respective terms; and (iv) neither the execution and delivery of documents to be entered into by the Stockholder in connection with the transaction, nor the performance of the Stockholder's obligations thereunder, will cause a breach or violation of the terms of any agreement (including the Corporation's or such Stockholder's organizational documents) to which the

Stockholder is a party, or any law or judgment, order or decree of any court or governmental agency that applies to the Stockholder, in each case that would reasonably be expected to have a material adverse effect on the ability of such Stockholder to consummate the closing of the Sale Transaction;

(b) such Stockholder is not required to agree (unless such Stockholder is an officer or employee of the Corporation or any of its Subsidiaries) to any restrictive covenant in connection with the Proposed Sale (including any covenant not to compete or covenant not to solicit customers, employees or suppliers of any party to the Proposed Sale) or any release of claims other than a release in customary form of claims arising solely in such Stockholder's capacity as a stockholder of the Corporation;

(c) such Stockholder is not liable for the breach of any representation, warranty or covenant made by any other Person in connection with the Proposed Sale other than the Corporation (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Corporation as well as breach by any stockholder of any of identical representations, warranties and covenants provided by all stockholders) (and other than severally in connection with any such representation and warranty it makes as to itself);

(d) liability shall be limited to such Stockholder's applicable share (determined based on the respective proceeds payable to each Stockholder in connection with such Proposed Sale) of a negotiated aggregate indemnification amount that in no event exceeds the amount of consideration otherwise payable to such Stockholder in connection with such Proposed Sale in such person's capacity as a stockholder of the Corporation (except with respect to claims related to actual and intentional fraud by such Stockholder, the liability for which need not be limited as to such Stockholder);

(e) subject to Section 8.1(f), upon consummation of the Proposed Sale, each Stockholder will receive the same form of consideration for its shares of Common Stock as is received by the Dragging Stockholders; and

(f) if any Dragging Stockholders are given an option as to the form and amount of consideration to be received for its shares of Common Stock as a result of the Proposed Sale, all other Stockholders will be given the same option other than to the extent prohibited by applicable law; provided, however, that no Stockholder shall be entitled to receive any form of consideration that such Stockholder would be ineligible to receive as a result of such Stockholder's failure to satisfy any condition, requirement or limitation that is established in good faith and generally applicable to the Stockholders.

**Section 8.3      Necessary Action by Stockholders and the Corporation Relating to the Drag-Along Right.**  
Each Stockholder will take, at any time and from time to time, all Necessary Action to further the provisions of this Article 8. The Corporation will take all Necessary Action to ensure that the provisions of this Article 8 are accomplished and will not give effect to any action by any Stockholder or any other Person which is in contravention with this Article 8.

**Section 8.4      Exemption.** Notwithstanding anything to the contrary in this Agreement, in the event that this Article 8 shall apply to any Sale Transaction approved by the Strategic Review Committee pursuant to Section 3.3(b) and the Stockholder Proceeds in respect of such Sale Transaction is reasonably expected to be less than the greater of [(i) \$1,000,000,000.00 and (ii) (A) (1) eleven *times* (11.0x) (2) the sum of (x) the Adjusted EBITDA for the twelve (12) month period ending on the last day of the most recent fiscal quarter prior to the date the Cupar Call Right is exercised *less* (y) \$90,000,000.00, *less* (B) any Indebtedness of the Corporation and its Subsidiaries as of the end of such period, *plus* (C) the aggregate Cash of the Corporation and its Subsidiaries as of the end of such period]<sup>43</sup>, then; provided that Cupar and its Affiliates (as applicable) shall have exercised this right not to fully participate in such Sale Transaction pursuant to this Section 8.4 prior to the date that is twenty (20) Business Days after the delivery of the Drag-Along Notice:

<sup>43</sup> Note to Draft: Subject to the parties' continuing review and comment.

(a) Cupar and its Affiliates shall not be required under this Article 8 to Transfer Shares in such Sale Transaction to the extent the Transfer of such Shares would result in Cupar and its Affiliates holding less than forty nine percent (49%) of the total Shares then issued and outstanding as of the consummation of such Sale Transaction; and

(b) Cupar and its Affiliates shall Transfer, in accordance with the other provisions of this Article 8, that number of Shares that would result in the acquiror or acquirors in such Sale Transaction holding, in the aggregate, fifty one percent (51%) of the total Shares then issued and outstanding as of the consummation of such Sale Transaction. For the avoidance of doubt, the acquiror(s) in such Sale Transaction shall be entitled to appoint a majority of the Board from and after the closing of such Sale Transaction.

## **ARTICLE 9 REPRESENTATIONS AND WARRANTIES**

Each Stockholder, severally and not jointly, as of the Effective Date or, with respect to any Stockholder that becomes a party hereto after the Effective Date, the date any such Stockholder executes and delivers a Joinder Agreement, represents and warrants that:

Section 9.1 Binding Obligation. This Agreement constitutes the valid and binding obligation of such party, enforceable in accordance with its terms (except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other laws relating to or affecting creditors' rights generally and the effect and application of general principles of equity and the availability of equitable remedies).

Section 9.2 Organization. If an entity, such party is duly organized, validly existing and, if applicable, in good standing under the laws of the jurisdiction of its organization.

Section 9.3 Authority. Such party has the full power, right and authority to enter into this Agreement, to perform, observe and comply with all of such party's agreements and obligations hereunder, and to consummate the transactions contemplated hereby. If an entity, such party has taken all action required to be taken by it with respect to the execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby.

Section 9.4 No Conflict. The execution, delivery and performance by such party of this Agreement does not and will not, and the consummation of the transactions contemplated hereby in compliance with the terms and provisions hereof will not, to the best knowledge of such party, with or without the giving of notice, the passage of time, or both, conflict with, result in a breach of, constitute a violation or default of, or give any third party the right to terminate, accelerate or modify any obligation under (a) any material agreement or other material document or material instrument to which such party is a party or by which such party is bound or affected, (b) if an entity, the organizational documents of such party or (c) any law, statute, rule, regulation, ordinance, writ, order or judgment to which such party is bound or affected, in each case, the violation of which would, individually or in the aggregate, be material to such Stockholder.

Section 9.5 Accredited Investor. Such party is an Accredited Investor.

The representations and warranties of each Stockholder contained in this Agreement shall survive the execution of this Agreement and continue in full force and effect indefinitely.

## **ARTICLE 10 AMENDMENTS AND WAIVERS**

Section 10.1 Amendments and Waivers. [Any term of this Agreement may be amended, modified or terminated and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only with the written consent of the Corporation and Stockholders holding at least sixty-six and two-thirds percent (66-2/3%) of the Outstanding Shares; provided, that any provision hereof may be waived by any waiving party on such party's own behalf, without the consent of any other party; and provided, further, that the Corporation may from time to time add additional holders of Shares as parties to this

Agreement through the execution of Joinder Agreements without the consent of the other parties. Notwithstanding the foregoing:

(a) the provisions of Section 2.2(a), Section 2.2(b), Section 2.2(c) or Section 2.2(d), as applicable, Section 2.7(d)(i), Section 3.2, Section 3.3(d), Section 3.4, Section 8.4 and this Section 10.1(a) (and, solely as they relate to such Sections, the definitions of any terms used in Section 2.2(a), Section 2.2(b), Section 2.2(c) or Section 2.2(d), Section 2.7(d)(i), Section 3.2, Section 3.3(d), Section 3.4, Section 8.4 and this Section 10.1(a)) may not be amended, modified, terminated or waived without the written consent of Cupar for so long as (i) with respect to Section 2.2(a), Cupar continues to have rights thereunder, (ii) with respect to Section 2.2(b), Cupar continues to have rights thereunder, (iii) with respect to Section 2.2(c), Cupar continues to have rights thereunder and (iv) with respect to Section 2.2(d), Cupar continues to have rights thereunder and (iv) with respect to Section 2.7(d)(i), Section 3.2, Section 3.3(d), Section 3.4, Section 8.4 and this Section 10.1(a), the Cupar Approval Right is in effect;

(a) [the provisions of Section 2.2(e), Section 2.4, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, Section 2.10, Section 2.11, Section 2.12 and this Section 10.1(a) (and, solely as they relate to such Sections, the definitions of any terms used in Section 2.2(e), Section 2.4, **Error! Reference source not found.**, **Error! Reference source not found.**, Section 2.7(d)(ii), Section 2.10, Section 2.11, Section 2.12 and this Section 10.1(a)) may not be amended, modified, terminated or waived without the written consent of the holders of a majority of the outstanding shares of Common Stock then held by the AHG Stockholders for so long as the AHG Stockholders continue to have rights pursuant to Section 2.2(e);]

(b) [the provisions of Section 2.2(f), Section 2.4, **Error! Reference source not found.**, **Error! Reference source not found.**, Section 2.7(d)(iii), Section 2.10, Section 2.11, Section 2.12 and this Section 10.1(b) (and, solely as they relate to such Sections, the definitions of any terms used in Section 2.2(f), Section 2.4, **Error! Reference source not found.**, **Error! Reference source not found.**, Section 2.7(d)(iii), Section 2.10, Section 2.11, Section 2.12 and this Section 10.1(b)) may not be amended, modified, terminated or waived without the written consent of SoftBank for so long as SoftBank continues to have rights pursuant to Section 2.2(f);]

(c) this Agreement may not be amended, modified or terminated and the observance of any term hereunder may not be waived with respect to any Stockholder or group of Stockholders without the written consent of such Stockholder or holders constituting a majority-in-interest of such group of Stockholders, if such amendment, modification, termination or waiver would (by its terms or effect) materially, adversely and disproportionately affect the rights of such Stockholder or group of Stockholders as compared to any other Stockholder or other group of Stockholders generally under this Agreement;

(d) [the provisions of Section 2.9, Section 3.1, Section 3.2, Section 3.3, Section 3.4, Section 3.5, Section 3.6, Section 4.1, Section 4.2, Section 4.3, Section 4.4, Article 5, Article 6, Article 7, Article 8 and this Section 10.1(d), Section 11.1, Section 12.1, Section 12.2, Section 12.15 and Section 12.17 (and all definitions used in such Sections and Articles) may not be amended, modified or terminated and the observance of any term thereunder may not be waived with respect to SoftBank without the written consent of the SoftBank Director (or if the SoftBank Approval Right is not then in effect, SoftBank for so long as SoftBank continues to have rights thereunder);] and

(e) [the provisions of Section 2.9, Section 3.1, Section 3.2, Section 3.3, Section 3.4, Section 3.5, Section 3.6, Section 4.1, Section 4.2, Section 4.3, Section 4.4, Article 5, Article 6, Article 7, Article 8 and this Section 10.1(d), Section 11.1, Section 12.1, Section 12.2, Section 12.15 and Section 12.17 (and all definitions used in such Sections and Articles) may not be amended, modified or terminated and the observance of any term thereunder may not be waived with respect to any of the AHG Stockholders without the written consent of the AHG Director (or if the AHG Approval Right is not then in effect, at least a majority of the outstanding shares of Common Stock then held by the AHG Stockholders) for so long as any AHG Stockholder continues to have rights thereunder].

The Corporation shall give prompt notice of any amendment, modification or termination hereof or waiver hereunder to any party hereto that did not consent in writing to such amendment, modification, termination, or waiver.

Any amendment, modification, termination, or waiver effected in accordance with this Section 10.1 shall be binding on all parties hereto, regardless of whether any such party has consented thereto.]<sup>44</sup>

Section 10.2 Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power, or remedy of such nonbreaching or non-defaulting party, nor shall it be construed to be a waiver of or acquiescence to any such breach or default, or to any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies, whether under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

## ARTICLE 11 TERMINATION

Section 11.1 Events of Termination. All rights and obligations of the parties set forth in this Agreement shall automatically terminate upon the earliest of: (a) the consummation of a Qualified IPO, (b) the consummation of a Sale Transaction (other than any transaction described in clause (b) of the definition thereof) and (c) subject to Section 3.1(b)(ii), voluntary or involuntary liquidation, dissolution or winding up of the business and affairs of the Corporation; provided, however, that (i) any claims or rights of a Dragging Stockholder or the Corporation arising under or relating to Article 8 and any authorizations, obligations, covenants or liabilities of any party arising under or relating to Article 8, (ii) Section 4.1, (iii) Section 5.4, (iv) this Article 11 and (v) Article 12 (other than Section 12.10, Section 12.19, Section 12.20, Section 12.21 and Section 12.22) shall, in each case, survive any such termination of this Agreement. Nothing in this Article 11 will be deemed to release any party from any liability for any willful and material breach of this Agreement occurring prior to such termination or impair the right of any party to compel specific performance by the other parties of their respective obligations under this Agreement occurring prior to such termination.

Section 11.2 Transfer of All Securities. Upon the Transfer by any Stockholder, executor or other entity of all Shares owned or held by such Stockholder and, upon payment of any consideration to which such Stockholder is entitled, such Stockholder will have no further rights or privileges under this Agreement or otherwise be entitled to the benefits hereof; provided, however, that, subject to the terms of this Agreement, (a) such Transfer will not relieve such Stockholder, such Stockholder's executor or such Stockholder's successors or assigns from liability hereunder in the event of a breach by such Stockholder of such Stockholder's duties hereunder prior to such Transfer and (b) such Stockholder will remain subject to Section 4.1 for a period of two (2) years from the date of final disclosure of Confidential Information under this Agreement.

## ARTICLE 12 MISCELLANEOUS PROVISIONS

Section 12.1 Governing Documents. The provisions of this Agreement shall be controlling if any such provisions or the operation thereof conflict with the provisions of the Governing Documents. The Corporation and the Stockholders agree to take all Necessary Action to amend the Certificate of Incorporation or the Bylaws, as applicable, so as to avoid any conflict with the provisions hereof.

Section 12.2 Freedom to Pursue Opportunities. Subject to Article IX of the Certificate of Incorporation and any contractual obligations by which the Corporation or any or all of the Principal Stockholders may be bound from time to time, to the fullest extent permitted by law, none of the Principal Stockholders nor any of their Affiliates shall have a duty to refrain from engaging, directly or indirectly, in the same or similar business activities or lines of business as the Corporation or any of the Corporation's Affiliates, including those business activities or lines of business deemed to be competing with the Corporation or any of the Corporation's Affiliates. To the fullest extent permitted by law, none of the Principal Stockholders nor any of their Affiliates, nor any of their respective officers or directors, shall be liable to the Corporation or its stockholders, or to any Affiliate of the Corporation or such Affiliate's stockholders or members, for breach of any fiduciary duty, solely by reason of any such activities of any Principal

<sup>44</sup> Note to Draft: Subject to the parties' continuing review and comment.

Stockholder or its Affiliates, or of the participation therein by any officer or director of any Principal Stockholder or its Affiliates. To the fullest extent permitted by law, but subject to any contractual obligations by which the Corporation or any or all of the Principal Stockholders may be bound from time to time, none of the Principal Stockholders nor any of its Affiliates shall have a duty to refrain from doing business with any client, customer or vendor of the Corporation or any of the Corporation's Affiliates, and without limiting Article IX of the Certificate of Incorporation, none of the Principal Stockholders nor any of their Affiliates nor any of their respective officers, directors or employees shall be deemed to have breached his, her or its fiduciary duties, if any, to the Corporation or its stockholders or to any Affiliate of the Corporation or such Affiliate's stockholders or members solely by reason of engaging in any such activity. Subject to Article IX of the Certificate of Incorporation and any contractual provisions by which the Corporation or any or all of the Principal Stockholders or their respective Affiliates may be bound from time to time, to the fullest extent permitted by law, in the event that any Principal Stockholder or any of their Affiliates or any of their respective officers, directors or employees, acquires knowledge of a potential transaction or other matter which may be a corporate opportunity for any Principal Stockholder (or any of its respective Affiliates), on the one hand, and the Corporation (or any of its Affiliates), on the other hand, none of the Principal Stockholders nor any of their Affiliates, officers, directors or employees shall have any duty to communicate or offer such corporate opportunity to the Corporation or any of its Affiliates, and to the fullest extent permitted by law, none of the Principal Stockholders nor any of their Affiliates, officers, directors or employees shall be liable to the Corporation or its stockholders, or any Affiliate of the Corporation or such Affiliate's stockholders or members, for breach of any fiduciary duty or otherwise, solely by reason of the fact that such Principal Stockholder or any of its Affiliates, officers, directors or employees acquires, pursues or obtains such corporate opportunity for itself, directs such corporate opportunity to another person, or otherwise does not communicate information regarding such corporate opportunity to the Corporation or any of its Affiliates, and the Corporation (on behalf of itself and its Affiliates and their respective stockholders and Affiliates) to the fullest extent permitted by law hereby waives and renounces in accordance with Section 122(17) of the DGCL any claim that such business opportunity constituted a corporate opportunity that should have been presented to the Corporation or any of its Affiliates; provided, however, that any corporate opportunity which is offered to (x) any director of the Corporation, solely to the extent such opportunity is expressly offered to such person solely in its capacity as a director of the Corporation, and (y) the Board shall, in each case, belong to the Corporation; provided, further, that such corporate opportunity shall not be deemed to belong to the Corporation if it is a business opportunity[, as determined in the Board's sole discretion,] that the Corporation is not financially able or contractually permitted or legally able to undertake, or that is, from its nature, not in the line of the Corporation's business or is of no practical advantage to it or that is one in which the Corporation has no interest or reasonable expectancy. No amendment or repeal of this Section 12.2 shall apply to or have any effect on the liability or alleged liability of any officer, director or stockholder of the Corporation for or with respect to any opportunities of which such officer, director or stockholder becomes aware prior to such amendment or repeal.

**Section 12.3 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

**Section 12.4 Binding Agreement.** This Agreement will be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns, and the parties hereto do covenant and agree that they themselves and their heirs, executors, administrators, successors and assigns will execute any and all instruments, releases, assignments, and consents that may be required of them in accordance with the provisions of this Agreement.

**Section 12.5 Interpretation.** Except where the context otherwise requires, wherever used, the singular includes the plural, the plural the singular, the use of any gender shall be applicable to all genders and the word "or" is used in the inclusive sense (and/or). The headings and captions of this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope, construction, interpretation or intent of this Agreement or any provision contained in this Agreement. The term "including" as used herein does not limit the generality of any description preceding such term. The language of this Agreement shall be deemed to be the language mutually chosen by the parties hereto and no rule of strict construction shall be applied against any party hereto. All exhibits attached hereto or referred to herein are hereby incorporated in and made part of this Agreement as if set forth in full herein and any capitalized term used in any exhibit but not otherwise defined therein shall have the meaning as defined in this Agreement. Unless otherwise specified or where the context otherwise requires, (a) references in this Agreement

to any Article, Section or Exhibit are references to such Article, Section or Exhibit of this Agreement; (b) references in any Section to any clause are references to such clause of such Section; (c) "hereof," "hereto," "hereby," "herein" and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement; (d) references to a Person are also to its successors and permitted assigns; (e) references to a law include any amendment or modification to such law and any rules or regulations issued thereunder, in each case, as in effect at the relevant time of reference thereto; (f) references to any agreement, instrument or other document in this Agreement refer to such agreement, instrument or other document as originally executed or, if subsequently amended, replaced or supplemented from time to time, as so amended, replaced or supplemented and in effect at the relevant time of reference thereto; (g) references to monetary amounts are denominated in United States Dollars and (h) "vote" and "voting" and words of similar import when used in this agreement shall include, without limitation, action by written consent of the stockholders.

**Section 12.6 Fees and Expenses.** Except as otherwise provided in this Agreement, all fees and expenses incurred in connection with, or related to, this Agreement and the transactions contemplated hereby will be paid by the party incurring such fees or expenses. Should any litigation or arbitration be commenced (including any proceedings in a bankruptcy court) between or among the parties hereto or their representatives concerning any provision of this Agreement or the rights and duties of any person or entity hereunder, the parties in such proceeding will bear their own attorneys' fees and court costs incurred by reason of such litigation or arbitration.

**Section 12.7 Severability.** The determination by a court of competent jurisdiction that any particular provision of this Agreement is unenforceable or invalid will not affect the enforceability of or invalidate the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provisions had never been part hereof and were omitted here from. Upon such a determination, the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

**Section 12.8 Notices.**

(a) All notices and other communications given or made pursuant to this Agreement shall be in writing (including electronic mail as permitted in this Agreement) and shall be deemed effectively given upon the earlier of actual receipt or (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. All communications shall be sent to:

(A) if to the Corporation, to:

WeWork Inc.  
75 Fifth Avenue, 2nd Floor  
New York, NY 10003  
Attention: Chief Legal Officer  
E-mail: legal@wework.com

(B) if to Cupar, to:

[Cupar Grimmond, LLC]  
430 South Fairview Avenue  
Santa Barbara, CA 93117  
Attention: Arnold Brier  
E-mail: Arnold.Brier@yardi.com

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

Cooley LLP  
355 South Grand Avenue Suite 900  
Los Angeles, CA 90071  
Attention: Tom Hopkins, Logan Tiari and  
Timothy N. Nguyen  
E-mail: thopkins@cooley.com  
ltiari@cooley.com  
TNNguyen@cooley.com

(C) if to the AHG Stockholders, to:

[•]  
Attention: [•]  
E-mail: [•]

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

Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, NY 10017  
Attention: Eli Vonnegut, Evan Rosen  
E-mail: eli.vonnegut@davispolk.com  
evan.rosen@davispolk.com

(D) if to SoftBank, to:

SoftBank Vision Fund II-2 L.P.  
c/o SB Global Advisers Limited  
69 Grosvenor Street  
London, W1K 3JP

c/o SB Investment Advisers (US) Inc.  
300 El Camino Real  
Menlo Park, CA 94025

Attention: Legal  
E-mail: legal@softbank.com

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

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
Attention: Gabriel A. Morgan, Kevin Bostel and Eric L. Einhorn  
E-mail: gabriel.morgan@weil.com  
kevin.bostel@weil.com  
eric.einhorn@weil.com

and

Weil, Gotshal & Manges LLP  
200 Crescent Court, Suite 300  
Dallas, Texas 75201

Attention: James R. Griffin  
E-mail: james.griffin@weil.com

(E) if to any other Stockholder, to such Stockholder at its address or e-mail address set forth on its signature page to this Agreement or a Joinder Agreement or otherwise provided in writing (including by e-mail) to the Corporation.

(b) Each party to this Agreement consents to the delivery of any stockholder notice pursuant to the DGCL by electronic mail pursuant to Section 232 of the DGCL at the e-mail address of such stockholder as on the books of the Corporation or as updated from time to time by notice to the Corporation pursuant to Section 12.8(a). To the extent that any notice given by means of electronic mail is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected electronic mail address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. Each party to this Agreement agrees to promptly notify the Corporation of any change in such stockholder's electronic mail address, and that failure to do so shall not affect the foregoing.

Section 12.9 Entire Agreement. This Agreement (including the Exhibits hereto), together with the Certificate of Incorporation, the Bylaws and the Registration Rights Agreement, constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings of the parties hereto (and their respective Affiliates), oral or written, with respect to the subject matter hereof.

Section 12.10 Legends. During the term of this Agreement, in addition to any other legend which may be required by applicable law, each certificate or instrument representing Shares subject to this Agreement (if any) will bear the following legends on its face, or upon the reverse side thereof, appropriately completed, which legends will likewise be endorsed upon all stock certificates representing shares of the Corporation's capital stock that will hereafter be issued and that are subject to this Agreement:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF UNLESS SUCH TRANSFER COMPLIES WITH THE PROVISIONS OF THE STOCKHOLDERS AGREEMENT, A COPY OF WHICH IS ON FILE AND MAY BE INSPECTED AT THE PRINCIPAL OFFICE OF THE ISSUER. NO TRANSFER OF THE SECURITIES WILL BE MADE ON THE BOOKS OF THE ISSUER UNLESS ACCOMPANIED BY EVIDENCE OF COMPLIANCE WITH THE TERMS OF SUCH STOCKHOLDERS AGREEMENT. THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE ALSO SUBJECT TO OTHER RIGHTS AND OBLIGATIONS, INCLUDING VOTING AGREEMENTS, AS SET FORTH IN THE STOCKHOLDERS AGREEMENT."

In addition, all Shares issued to any Person, unless the Corporation determines in good faith such Shares were issued in reliance on the exemption from registration under the Securities Act provided by Section 1145 of the Bankruptcy Code [(which, for the avoidance of doubt, shall include all Shares issued to the Initial Stockholders on the Effective Date)] or another exemption such that the Transfer of such Shares are not restricted under U.S. federal securities laws, will also bear the following legend:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY JURISDICTION. SUCH SECURITIES MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED, ASSIGNED, ENCUMBERED, HYPOTHECATED OR OTHERWISE DISPOSED OF EXCEPT (I) PURSUANT TO A REGISTRATION STATEMENT WITH RESPECT TO SUCH SECURITIES THAT IS EFFECTIVE UNDER THE ACT AND APPLICABLE STATE SECURITIES LAW, OR (II) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE ACT, OR APPLICABLE STATE SECURITIES LAW."

Section 12.11 Additional Parties. Upon execution of a Joinder Agreement, and without need for an amendment hereto, any such future holder of Shares will become a party to, and be bound by the terms of, this Agreement and will be deemed a “Stockholder” for all purposes of this Agreement.

Section 12.12 No Third Party Beneficiaries. Except as expressly provided for in Section 5.4, nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give any Person, other than the parties hereto, and their successors and permitted assigns, any right or remedies under or by reason of this Agreement.

Section 12.13 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice or conflict of law provisions or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Any and all litigation, suits, claims, actions proceedings or investigations (“Action”) arising out of or relating to this Agreement or the transactions contemplated hereby shall be heard and determined exclusively in the Court of Chancery of the State of Delaware and any state appellate court therefrom within the State of Delaware (or if the Court of Chancery of the State of Delaware does not have subject matter jurisdiction, any federal court within the State of Delaware and the appellate court(s) therefrom). The parties hereto hereby (a) irrevocably submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware and any appellate court therefrom within the State of Delaware (or if the Court of Chancery of the State of Delaware does not have subject matter jurisdiction, any federal court within the State of Delaware and the appellate court(s) therefrom) for the purpose of any Action arising out of or relating to this Agreement or the transactions contemplated hereby brought by any party; (b) irrevocably waive, and agree not to assert by way of motion, defense or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Agreement or the transactions contemplated hereby may not be enforced in or by the above-named courts; and (c) agree that such party will not bring any Action arising out of or relating to this Agreement or the transactions contemplated hereby in any court other than the Court of Chancery of the State of Delaware (or if the Court of Chancery of the State of Delaware does not have subject matter jurisdiction, any federal court within the State of Delaware and the appellate court(s) therefrom). Service of process, summons, notice or document to any party’s address and in the manner set forth in Section 12.8(a) shall be effective service of process for any such action (without limiting other means).

Section 12.14 Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION 12.14 HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

Section 12.15 Equitable Remedies. Recognizing that Shares are unique and that the remedy at law for any breach or threatened breach by a party hereto of the covenants and conditions set forth herein would be inadequate, and further recognizing that any such breach or threatened breach would cause immediate, irreparable and permanent damage to the parties, the extent of which would be impossible or difficult to ascertain, the parties hereto agree that in the event of any such breach or threatened breach, and in addition to any and all remedies at law or otherwise provided herein, any party hereto may specifically enforce the terms of this Agreement and may obtain temporary or permanent injunctive relief (including a mandatory injunction) without the necessity of proving actual damage or the lack of an adequate remedy at law and, to the extent permissible under applicable rules of provision and statutes, a temporary injunction may be granted immediately upon the commencement of any suit hereunder regardless of whether the breaching party or parties have actually received notice thereof. Each of the parties hereto further waives

(a) any defense in any action for specific performance that a remedy at law would be adequate and (b) any requirement under any law to post security as a prerequisite to obtaining equitable relief. Such remedy will be cumulative and not exclusive, and will be in addition to any other remedy or remedies available to the parties.

**Section 12.16 Recapitalization.** In the event that any Shares or other securities are issued in respect of, in exchange for, or in substitution of, shares of capital stock of the Corporation by reason of any reorganization, recapitalization, reclassification, merger, consolidation, spin-off, partial or complete liquidation, stock dividend, split-up, sale of assets, distribution to stockholders or combination of any class or series of Shares or any other change in the Corporation's capital structure, appropriate equitable adjustments shall be made to the provisions of this Agreement so as to fairly and equitably preserve, as far as practicable, the original rights and obligations of the parties hereto under this Agreement.

**Section 12.17 Aggregation of Shares; Apportionment.** All Shares held or acquired by Affiliates shall be aggregated together for the purpose of determining the availability of any rights under this Agreement and such Affiliates may apportion such rights as among themselves in any manner they deem appropriate. In determining the ownership of Shares for any purposes hereunder, the Corporation shall be entitled to conclusively rely in good faith on (i) the then most current ownership information provided to it by the transfer agent for the Shares (including information provided by any depositary, including the Depository Trust & Clearing Corporation) or (ii) if there is no such transfer agent, the most current ownership information then in its possession, and, in each case, any such determination made by the Corporation in reliance thereon shall be deemed final and binding on all parties hereto.

**Section 12.18 Deemed Execution; Effectiveness.** On the Effective Date, pursuant to the Plan and the Confirmation Order, each Person that receives any Shares pursuant to the Plan or in connection with any of the transactions contemplated thereby (regardless of whether such Shares are received on the Effective Date or thereafter) shall be deemed to have entered into this Agreement, regardless of whether any such holder has executed this Agreement, and this Agreement shall be deemed to be a valid, binding and enforceable obligation of such Person (including any obligation set forth herein to waive or refrain from exercising any appraisal, dissenters or similar rights) even if such Person has not actually executed and delivered a counterpart hereof.

**Section 12.19 Enabling Provision.** The provisions of this Agreement will be binding upon all holders of Shares issued subsequent hereto and will be binding upon all subsequent holders of Shares whether now or hereafter issued and outstanding. The Corporation will, upon further issuance or Transfer of any Shares (including as a result of the exercise of any option agreements), require the holder(s) of such newly issued or Transferred Shares to enter into a Joinder Agreement, and will include the restrictive legends set forth in Section 12.10 upon any such newly issued or Transferred Shares, and each such new holder(s) will be deemed a "Stockholder" for all purposes of this Agreement.

**Section 12.20 Spousal Consents.** Each Stockholder who is an individual and is married as of the Effective Date shall cause such Stockholder's spouse to execute and deliver to the Corporation a Spousal Consent and Proxy, substantially in the form attached hereto as Exhibit B (a "Spousal Consent"), dated on or around the Effective Date. If any Stockholder who is an individual should marry following the Effective Date, such Stockholder shall cause such Stockholder's spouse to execute and deliver to the Corporation a Spousal Consent within thirty (30) days thereof.

**Section 12.21 Further Assurances.** Each of the parties hereto will execute all such further instruments and documents and take all such further action as any other party hereto may reasonably require in order to effectuate the terms and purposes of this Agreement.

**Section 12.22 Restrictions on Other Agreements.** Following the Effective Date, no Stockholder will enter into or agree to be bound by any agreements or arrangements of any kind with any Person with respect to any Shares in violation of this Agreement.

[Signature Pages Follow]

**IN WITNESS WHEREOF**, the parties have caused this Stockholders Agreement to be executed, by their duly authorized officers or agents where applicable, as of the same day and year first above written.

**WEWORK INC.**

By:  
Name:  
Title:

[STOCKHOLDER]

By:  
Name:  
Title:

**Exhibit D-5**

**Form of the Registration Rights Agreement**

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**REGISTRATION RIGHTS AGREEMENT**

**dated as of**

**[•], 2024**

**by and among**

**WEWORK INC.**

**and**

**THE HOLDERS PARTY HERETO**

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## REGISTRATION RIGHTS AGREEMENT<sup>1</sup>

This **REGISTRATION RIGHTS AGREEMENT** (this “Agreement”) is made as of [●], 2024, by and among WeWork Inc., a Delaware corporation (together with any successor entity thereto, the “Corporation”), and each Holder (as defined herein) who becomes a party to this Agreement from time to time pursuant to Section 1.13 hereof.

### RECITALS

**WHEREAS**, the Corporation and certain of its direct and indirect subsidiaries filed (a) voluntary petitions for relief under Chapter 11 (the “Chapter 11 Cases”) of title 11 of the United States Code in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) and (b) a joint plan of reorganization (as amended, restated, supplemented or otherwise modified from time to time, the “Plan”), as confirmed on [●], 2024, by order of the Bankruptcy Court in the Chapter 11 Cases jointly administered under the caption *In re: WeWork Inc., et al.*, Case No. 23-19865 (JKS) (the “Confirmation Order”);

**WHEREAS**, pursuant to the Plan and the Confirmation Order, the Corporation is authorized to enter into this Agreement and the Corporation has agreed to enter into this Agreement for the benefit of each Holder of Registrable Securities (as defined herein);

**NOW, THEREFORE**, in consideration of the premises and respective covenants and agreements set forth in this Agreement and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

### ARTICLE I

#### REGISTRATION RIGHTS

##### **Section 1.1** Definitions. For purposes of this Agreement:

“Affiliate” means, with respect to any specified Person, any other Person who directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. For purposes of this definition of Affiliate, (i) “control” (including, with correlative meanings, the terms “controls,” “controlled by,” and “under common control with”) as used with respect to any Person, means the possession, directly or indirectly, of the right or power to direct, or cause the direction of, the management or policies of such Person, whether through the ownership of voting securities, by contract or otherwise, and (ii) solely for determining the Registrable Securities or Common Stock held by a Holder, any funds and/or accounts holding Registrable Securities that are managed, advised and/or sub-advised by a third-party asset manager will be “under common control” with any and all other funds and/or accounts holding Registrable Securities that are managed, advised and/or sub-advised by such third-party asset manager.

“Agent” and “Agents” have the meaning specified in Section 1.6(a)(ii) hereof.

<sup>1</sup> THIS DRAFT IS SUBJECT TO CONTINUING DUE DILIGENCE AND THE PARTIES’ CONTINUING REVIEW AND COMMENT IN ALL RESPECTS, INCLUDING THE REVIEW AND COMMENT BY DELAWARE COUNSEL. THIS DRAFT IS NOT INTENDED NOR SHALL IT BE DEEMED TO CREATE A LEGALLY BINDING OR ENFORCEABLE AGREEMENT OF ANY TYPE OR NATURE UNLESS AND UNTIL FINALIZED AND AGREED UPON BY CUPAR AND EACH OF THE OTHER PARTIES.

“Agreement” has the meaning specified in the preamble hereof.

“AHG Director” shall have the meaning ascribed to such term in the Stockholders Agreement (as defined below).

“AHG Stockholder” shall have the meaning ascribed to such term in the Stockholders Agreement.

“Alternative IPO Entities” has the meaning specified in Section 1.15 hereof.

“beneficial ownership” (and related terms such as “beneficially-owned” or “beneficial owner”) has the meaning set forth in Rule 13d-3 (or any successor rule then in effect) under the Exchange Act, except that in calculating the beneficial ownership of any Holder, such Holder shall be deemed to have beneficial ownership of all securities that such Holder has the right to acquire, whether such right is currently exercisable or is exercisable upon the occurrence of a subsequent event or with the passage of time.

“Board” means the board of directors of the Corporation (or any successor governing body) or any authorized committee thereof.

“Business Day” means any day except a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to be closed.

“Common Stock” means the Corporation’s common stock, par value \$0.0001 per share.

“Corporation” has the meaning specified in the preamble hereof and includes the Corporation’s successors by merger, acquisition, reorganization or otherwise.

“Corporation-Indemnified Parties” has the meaning specified in Section 1.8(a) hereof.

“Corporation Securities” means the securities that the Corporation proposes to register for its own account on a registration statement in accordance with the terms of this Agreement.

“Demand Notice” has the meaning specified in Section 1.2(a) hereof.

“Demand Registration” has the meaning specified in Section 1.2(a) hereof.

“Demand Shelf Registration” has the meaning specified in Section 1.2(a) hereof.

“Effective Date” has the meaning specified in the Plan.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, or any similar or successor statute.

“FINRA” means the Financial Industry Regulatory Authority, Inc., or any successor entity thereof.

“Holder” means a Person who becomes a party to this Agreement in accordance with Section 1.13 hereof (so long as such Person holds any Registrable Securities). The term Holder shall not include any registered owner of Registrable Securities that holds such Registrable Securities in “street name” on behalf of beneficial owners thereof.

“Holder-Indemnified Parties” has the meaning specified in Section 1.8(b) hereof.

“Indemnified Party” has the meaning specified in Section 1.8(c) hereof.

“Indemnifying Party” has the meaning specified in Section 1.8(c) hereof.

“Initial Registration Statement” has the meaning specified in Section 1.4(b) hereof.

“Initial Registrable Securities” has the meaning specified in Section 1.4(b) hereof.

“IPO” means an underwritten offering which is an initial public offering of the Common Stock pursuant to an effective Registration Statement filed under the Securities Act (which excludes, among others, a registration (i) pursuant to a registration statement on Form S-8 (or other registration solely relating to an offering or sale to employees or directors of the Corporation pursuant to any employee stock plan or other employee benefit arrangement), (ii) pursuant to a registration statement on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), or (iii) in connection with any dividend reinvestment or similar plan) as a result of which the Common Stock is publicly traded on a National Securities Exchange.

“Losses” has the meaning specified in Section 1.8(a) hereof.

“Major Stockholder” shall have the meaning ascribed to such term in the Stockholders Agreement.

“Maximum Offering Amount” has the meaning specified in Section 1.2(c)(ii) hereof.

“National Securities Exchange” means the New York Stock Exchange LLC, The Nasdaq Stock Market LLC (including, for the avoidance of doubt, the New York Stock Exchange, NYSE American, the Nasdaq Global Select Market, the Nasdaq Global Market, the Nasdaq Capital Market) or another U.S. national securities exchange registered with the SEC.

“New Shelf Registration Statement” has the meaning specified in Section 1.4(b) hereof.

“Non-Demand Shelf Registration” has the meaning specified in Section 1.4 hereof.

“Other Securities” has the meaning specified in Section 1.3(c)(iii) hereof.

“Participating Holders” means Holders participating, or electing to participate, in an offering of Registrable Securities pursuant to the terms of this Agreement.

“Parties” has the meaning specified in Section 1.13 hereof.

“Person” means any individual, firm, corporation, company, partnership, trust, incorporated or unincorporated association, limited liability company, joint venture, joint stock company, government (or an agency or political subdivision thereof) or other entity of any kind, and shall include any successor (by merger or otherwise) of any such entity.

“Piggyback Holder” has the meaning specified in Section 1.3(b) hereof.

“Piggyback Registration” has the meaning specified in Section 1.3(a) hereof.

“Plan” has the meaning specified in the recitals hereof.

“Proposed Registration” has the meaning specified in Section 1.3(a) hereof.

“Registrable Securities” means (a) any Common Stock acquired by any Holder (or any of its Affiliates) pursuant to the Plan or subsequently acquired by any Holder (or any of its Affiliates) after the

Effective Date and (b) any equity interests or other securities of the Corporation issued or issuable with respect to the Common Stock referred to in clause (a): (i) upon any conversion or exchange thereof, (ii) by way of dividend or other distribution, split or reverse split, or (iii) in connection with a combination of securities, recapitalization, merger, consolidation, exchange offer, reorganization or other similar event; provided, however, that Common Stock or other securities that are considered to be Registrable Securities shall cease to be Registrable Securities (A) upon the sale thereof pursuant to and in accordance with an effective Registration Statement, (B) upon the sale thereof pursuant to Rule 144 under the Securities Act (or any similar rule promulgated by the SEC then in force), (C) when such securities are eligible for sale without registration pursuant to Rule 144 under the Securities Act (or any similar rule promulgated by the SEC then in force) without limitation thereunder on volume or manner of sale and without the need for current public information required by Rule 144(c)(1) and as to which any legend restricting further transfer with regard to such securities has been removed, (D) when such securities cease to be outstanding, or (E) the relevant Holder, together with its Affiliates, at any date, ceases to beneficially own [0.5%]<sup>2</sup> or more of the Corporation's outstanding Common Stock.

**“Registration Expenses”** mean all expenses (other than Selling Expenses) arising from or incident to the performance by the Corporation of, or compliance by the Corporation with, this Article I, including, without limitation, (i) SEC, stock exchange, FINRA and other registration and filing fees, (ii) all fees and expenses incurred in connection with complying with any state securities or blue sky laws (including, without limitation, fees, charges and disbursements of counsel to the underwriters in connection with blue sky qualifications of Registrable Securities), (iii) all printing, messenger and delivery expenses, (iv) the fees, charges and disbursements of counsel to the Corporation and of its independent certified public accountants and any other accounting and legal fees, charges and expenses incurred by the Corporation (including, without limitation, any expenses arising from any special audits or “comfort letters” required in connection with or incident to any registration), (v) the fees, charges and disbursements of any special experts retained by the Corporation in connection with any registration pursuant to the terms of this Agreement, (vi) all internal expenses of the Corporation (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), (vii) the fees and expenses incurred in connection with the listing of the Registrable Securities on any National Securities Exchange, (viii) Securities Act liability insurance (if the Corporation elects to obtain such insurance), (viii) the reasonable and documented fees and expenses incurred in connection with any road show for underwritten offerings and (ix) all rating agency fees, regardless of whether any Registration Statement filed in connection with such registration is declared effective. “Registration Expenses” shall also include reasonable and documented fees, charges and disbursements of one (1) firm of counsel to all of the Participating Holders participating in any underwritten public offering pursuant to this Article I (which shall be selected by Holders holding at least a majority of the Registrable Securities held by the Participating Holders) [with such fees not to exceed \$50,000, unless otherwise approved by the Board]<sup>3</sup>; provided, however, that (a) any underwriting discounts, commissions or fees in connection with the sale of the Registrable Securities will be borne by the Holders pro rata on the basis of the number of Common Stock so registered and sold, (b) transfer taxes with respect to the sale of Registrable Securities will be borne by the Holder of such Registrable Securities and (c) the fees and expenses of any other counsel, accountants or other persons retained or employed by any Holder will be borne by such Holder.

**“Registration Statement”** shall mean any registration statement of the Corporation filed with the SEC on the appropriate form (including on Form S-8, if applicable) pursuant to the Securities Act which covers any of the Common Stock and/or any other equity securities of the Corporation pursuant to the provisions of this Agreement and all amendments and supplements to any such registration statement,

<sup>2</sup> Note to Draft: Subject to the parties' continuing review and comment.

<sup>3</sup> Note to Draft: Subject to the parties' continuing review and comment.

including post-effective amendments, in each case including the prospectus contained therein, all exhibits thereto and all materials incorporated by reference therein.

**“Requesting Holder”** means any Holder making a request for a Demand Registration pursuant to Section 1.2(a) hereof.

**“SEC”** or **“Commission”** means the United States Securities and Exchange Commission.

**“Securities Act”** means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, or any successor statute.

**“Selling Expenses”** shall mean the underwriting fees, discounts, selling commissions and transfer taxes applicable to any Registrable Securities.

**“Shelf Registration Statement”** means a Registration Statement filed with the Commission in accordance with the Securities Act for the offer and sale of Registrable Securities by Holders on a continuous or delayed basis pursuant to Rule 415 under the Securities Act (or any similar rule promulgated by the SEC then in force).

**“Stockholders Agreement”** means the Stockholders Agreement, dated as of [●], 2024, by and among the Corporation and the persons bound thereto.

**“underwritten registration, underwritten offering or underwritten public offering”** means an offering in which securities of the Corporation are sold to or through one or more underwriters (as defined in Section 2(a)(11) of the Securities Act) for resale to the public.

**“Valid Business Reason”** has the meaning specified in Section 1.2(d)(i) hereof.

## **Section 1.2 Demand Registration.**

(a) **Request by Holders.** At any time on or following the date that is the earlier of (i) six (6) months after the completion of an IPO and (ii) the expiration of any lock-up agreement with the underwriters in such IPO, and subject to the terms and conditions set forth in this Agreement, Holders of at least five percent (5%) of all Registrable Securities outstanding at such time may make a written request to the Corporation (a “Demand Notice”) to register all or part of their Registrable Securities for resale under the Securities Act (a “Demand Registration”). Each Demand Notice shall (A) specify the aggregate number and class or classes of Registrable Securities that the Requesting Holders (and their respective Affiliates) intend to sell or dispose of and (B) state the intended method or methods of sale or disposition of the Registrable Securities (including whether or not such offer shall be an underwritten offering). In connection with any Demand Registration, the Requesting Holders may request the Corporation file a Shelf Registration Statement (a “Demand Shelf Registration”), provided, that the Corporation is then eligible to use Form S-3 (or any successor form) under the Securities Act for such intended resale. No Holder shall be required to be named as an “underwriter” in any Registration Statement without such Holder’s express prior written consent.

(b) **Demand Registration.** Following receipt of a Demand Notice, the Corporation shall:

(i) give written notice of such request for registration to all Holders of Registrable Securities within ten (10) Business Days after receipt of such Demand Notice;

(ii) use its commercially reasonable efforts to file (or confidentially submit), as soon as practicable, but in any event within seventy-five (75) days after the date of receipt of such Demand Notice, a Registration Statement covering such Registrable Securities that the Corporation has been so requested to register by the Requesting Holders and other Holders of Registrable Securities who make a request to the Corporation, within fifteen (15) days of the mailing of the Corporation's notice referred to in Section 1.2(b)(i) hereof, that their Registrable Securities also be registered, providing for the registration under the Securities Act of such Registrable Securities to the extent necessary to permit the disposition of such Registrable Securities in accordance with the intended method of distribution specified in such Demand Notice;

(iii) use its commercially reasonable efforts to have such Registration Statement declared effective by the SEC as soon as practicable thereafter, but in no event later than the earlier of (x) sixty (60) days (or, if a Registration Statement is reviewed by the staff of the SEC, ninety (90) days) following the date of initial filing thereof with the SEC and (y) ten (10) business days after the Corporation is notified (orally or in writing, whichever is earlier) by the SEC that the Registration Statement will not be "reviewed" or will not be subject to any further review;

(iv) refrain from filing any other Registration Statements, other than pursuant to a Registration Statement on Form S-4 or Form S-8 (or similar or successor forms), with respect to any equity securities of the Corporation until such date which is at least ninety (90) days following effectiveness of the Registration Statement relating to such Demand Registration; and

(v) if the Corporation shall have previously effected a Demand Registration pursuant to Section 1.2, the Corporation shall not be required to effect any registration pursuant to Section 1.2 until a period of one hundred eighty (180) days shall have elapsed from the effective date of such previous Registration Statement.

(c) Selection of Underwriters; Priority for Demand Registrations.

(i) In the event that the Requesting Holders intend to distribute the Registrable Securities covered by the Demand Notice by means of an underwritten offering, they shall so advise the Corporation as part of the Demand Notice and the Corporation shall include such information in the notice it provides to all Holders pursuant to Section 1.2(b)(i) hereof. The managing underwriter or underwriters for such underwritten offering shall be one or more reputable nationally-recognized investment banks selected by Holders holding at least a majority of the Registrable Securities held by the Requesting Holders, subject to the consent of the Corporation, which consent shall not be unreasonably withheld, delayed or conditioned. In such event, the right of any Holder to include such Holder's Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwritten offering and the inclusion of such Holder's Registrable Securities in the underwritten offering to the extent provided in this Section 1.2(c). In the case of any Proposed Registration pursuant to Section 1.3 or registration initiated by the Corporation for its own account or any other offering not effected pursuant to this Section 1.2, the Corporation shall select one or more reputable nationally-recognized investment banks at its sole discretion as an underwriter for such offering. If requested by the underwriters, the Corporation and all Holders proposing to distribute their securities through such underwriting pursuant to this Section 1.2 shall enter into an underwriting agreement with the underwriters selected for such underwritten offering, which underwriting agreement shall be in customary form and reasonably satisfactory in form and substance to the Corporation, Holders holding at least a majority of the Registrable Securities held by the Participating Holders and the underwriters and shall contain such representations and warranties by the Corporation and such other terms and provisions as are customarily contained in agreements of this type, including, but not limited to,

indemnities to the effect and to the extent provided in this Agreement or as are otherwise then customary (if more extensive), provisions for the delivery of officers' certificates, opinions of counsel for the Corporation and the Participating Holders and accountants' "comfort" letters, and lock-up arrangements.

(ii) Notwithstanding any other provision of this Agreement, if any Demand Registration involves an underwritten offering and the managing underwriter of such offering advises the Corporation that, in its good faith reasonable opinion, the number of Registrable Securities and other securities, if any, to be included in such offering exceeds the largest number of securities which can reasonably be sold in an orderly manner without having a significant and adverse effect on such offering (the "Maximum Offering Amount"), then the Corporation shall include in such registration the number which can be so sold in the following order of priority:

(A) first, all Registrable Securities requested by the Participating Holders to be included in such registration shall be included, but, if the number of Registrable Securities requested to be included in such registration exceeds the Maximum Offering Amount, then the number of Registrable Securities that each Participating Holder will be entitled to include in such registration will be allocated on a *pro rata* basis based on the number of Registrable Securities owned by such Participating Holder as compared to the aggregate number of Registrable Securities owned by all Participating Holders;

(B) second, to the extent that the number of Registrable Securities to be included in such registration is less than the Maximum Offering Amount, the Corporation Securities; and

(C) third, other securities, if any, to be included in such registration at the Corporation's discretion up to the Maximum Offering Amount after including the Registrable Securities and the Corporation Securities to be included in such registration.

(d) Limitations on Demand Registrations.

(i) Notwithstanding anything herein to the contrary, the Corporation may suspend the registration process and/or any Holder's ability to use a prospectus or delay making a filing of a Registration Statement or taking any other action in connection therewith when the Board has determined in good faith that it would be materially adverse to the Corporation if such Registration Statement (or an amendment or supplement thereto) were filed, such Registration Statement (or amendment or supplement) were to become effective or remain effective for the time otherwise required for such Registration Statement to remain effective or any other action were taken in connection therewith because such filing, effectiveness or other action either would (A) materially adversely affect a material financing, acquisition, disposition, merger or other transaction, (B) require premature disclosure of material information that the Corporation has a bona fide business purpose for preserving as confidential or (C) render the Corporation unable to comply with requirements under the Securities Act or the Exchange Act (each, a "Valid Business Reason"); provided, however, that such right to delay shall be exercised by the Corporation not more than twice in any twelve (12)-month period and the Corporation shall only have the right to delay as long as such Valid Business Reason exists (but in no event for a period longer than (i) sixty (60) days with respect to each such instance of delay and (ii) ninety (90) days in the aggregate in any twelve month period. The Corporation shall give notice to each Participating Holder that the

registration process has been delayed and upon notice duly given pursuant to Section 2.3, each Holder agrees not to sell any Registrable Securities pursuant to any Registration Statement until such Holder's receipt of copies of the supplemented or amended prospectus, or until it is advised in writing by the Corporation that the prospectus may be used, and has received copies of any additional or supplemental filings that are incorporated or deemed incorporated by reference in such prospectus. The Corporation shall not specify the nature of the event giving rise to a suspension in any notice to Holders.

(ii) Notwithstanding anything herein to the contrary, the Corporation shall not be required to effect more than two (2) Demand Registrations. A Demand Registration shall not be deemed to have been effected and shall not count as one of the Demand Registrations referenced in the immediately preceding sentence (A) unless a Registration Statement with respect thereto has been declared effective by the Commission and remained effective in compliance with the provisions of the Securities Act and the laws of any U.S. state or other jurisdiction applicable to the disposition of Registrable Securities covered by such Registration Statement for: (x) in the case of a Registration Statement other than a Shelf Registration Statement, not less than one hundred and eighty (180) days (or such shorter period as will terminate when all of such Registrable Securities shall have been disposed of in accordance with such Registration Statement) or, if such Registration Statement relates to an underwritten offering, such longer period as, in the opinion of external counsel for the Corporation, a prospectus is required by law to be delivered in connection with sales of Registrable Securities by an underwriter or dealer, or (y) in the case of a Shelf Registration Statement, three (3) years; (B) if, after it has become effective, such registration is interfered with by any stop order, injunction or other order or requirement of the SEC or other governmental agency or court for any reason (other than a violation of applicable law solely by any Participating Holder) and has not thereafter become effective; or (C) if the offering of Registrable Securities is not consummated because the underwriters of an underwritten public offering advise the Participating Holders that the Registrable Securities cannot be sold at a net price per share equal to or above the minimum net price acceptable to Holders holding at least a majority of the Registrable Securities held by the Participating Holders; provided, however, that this clause (C) shall not apply to an underwritten public offering conducted on a "firm commitment basis" which is not consummated following the commencement of a road show; (D) if the conditions to closing specified in the underwriting agreement to which the Corporation is a party, if any, entered into in connection with such registration are not satisfied or waived (unless a cause of such conditions to closing not being satisfied shall be attributable to any Participating Holder or underwriter); or (E) if the amount of Registrable Securities of Requesting Holders included in the registration are reduced to fewer than fifty percent (50%) of the Registrable Securities originally requested to be registered; provided, however, that this subsection (E) shall not apply to any underwritten public offering that is not conducted on a "firm commitment" basis.

(iii) Notwithstanding anything herein to the contrary, the Corporation will not be required to effect any Demand Registration relating to a Demand Notice made pursuant to Section 1.2(a) if the Corporation reasonably believes, based on the advice of an underwriter that is a reputable nationally-recognized investment bank, that such an offering would not reasonably be expected to generate gross proceeds (before deducting underwriters' commissions and fees and other expenses) of at least \$50,000,000.

(iv) Notwithstanding anything herein to the contrary, the Corporation will not be required to effect any Demand Registration (A) during the period starting on the date thirty (30) days prior to the Corporation's estimated date of filing of, and ending on the date one hundred eighty (180) days immediately following the effective date of, any Registration Statement (other than on Form S-4 or S-8 under the Securities Act, or any successor form) pertaining to the

securities of the Corporation; provided, that the Corporation is employing in good faith all commercially reasonable efforts to cause such Registration Statement to become effective and (B) with respect to any Registrable Securities requested to be registered that are already covered by an existing and effective Registration Statement and such Registration Statement may be utilized for the offer and sale of the Registrable Securities requested to be registered; provided, however, that this subsection (B) shall not apply if the contemplated distribution of such Demand Registration will be an underwritten public offering that is not conducted on a “firm commitment” basis.

(e) Cancellation of Registration. Holders holding at least a majority of the Registrable Securities held by the Participating Holders shall have the right to cancel a proposed registration of Registrable Securities pursuant to Section 1.2(a) prior to the effectiveness of such registration when (i) in their discretion, market conditions are so unfavorable as to be seriously detrimental to an offering pursuant to such registration or (ii) the request for cancellation is based upon material adverse information relating to the Corporation that is different from the information known to the Participating Holders at the time of the Demand Notice. Such cancellation of a registration shall not be counted as one of the total of two (2) Demand Registrations referenced in Section 1.2(d)(ii) hereof and notwithstanding anything to the contrary in this Agreement, the Corporation shall be responsible for all Registration Expenses incurred in connection with the registration prior to the time of cancellation.

(f) Withdrawal by Participating Holders. Any Participating Holder shall have the right to withdraw such Holder’s request for inclusion of such Holder’s Registrable Securities in any Registration Statement pursuant to Section 1.2(a) by giving written notice to the Corporation of such withdrawal; provided, however, that the Corporation may ignore a notice of withdrawal made within forty-eight (48) hours of the time the Registration Statement is to become effective. The Corporation may not effect such Registration Statement in the event that Holders of Registrable Securities that have not elected to withdraw, own in the aggregate, less than the percentage of the Registrable Securities required to initiate a request under Section 1.2(a); provided, that if such Demand Registration is not effected for such reason, such Demand Registration shall still count as one of the total of two (2) Demand Registrations referenced in Section 1.2(d)(ii) hereof.

### **Section 1.3 Piggyback Registrations**

(a) Right to Include Registrable Securities. Following the completion of an IPO, each time that the Corporation proposes for any reason to register any of its securities under the Securities Act, either for its own account or for the account of a stockholder or stockholders exercising demand registration rights (other than Demand Registrations pursuant to Section 1.2 hereof) (a “Proposed Registration”), the Corporation shall promptly give written notice (which notice shall be given not less than thirty (30) days prior to the expected filing date of the Proposed Registration and shall describe the intended method of distribution for the offering relating to the Proposed Registration) of such Proposed Registration to all Major Stockholders and shall offer such Major Stockholders the right to request inclusion of any of such Major Stockholders’ Registrable Securities in the Proposed Registration (a “Piggyback Registration”); provided, however, that Major Stockholders shall have no right to include Registrable Securities in a registration statement relating to a registration (i) pursuant to a registration statement on Form S-8 (or other registration solely relating to an offering or sale to employees or directors of the Corporation pursuant to any employee stock plan or other employee benefit arrangement), (ii) pursuant to a registration statement on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), or (iii) in connection with any dividend reinvestment or similar plan. No registration pursuant to this Section 1.3 shall relieve the Corporation of its obligation to effect a Demand Registration, as contemplated by Section 1.2 hereof. The rights to Piggyback Registration may be exercised on an unlimited number of occasions.

(b) Piggyback Procedure. Each Major Stockholder shall have ten (10) days from the date of receipt of the Corporation's notice referred to in Section 1.3(a) above to deliver to the Corporation a written request specifying the number of Registrable Securities such Major Stockholder intends to register and sell in the offering relating to such Piggyback Registration (any Major Stockholders so requesting to have any of their Registrable Securities included in the Proposed Registration, a "Piggyback Holder"). Any Piggyback Holder shall have the right to withdraw such Piggyback Holder's request for inclusion of such Piggyback Holder's Registrable Securities in any Registration Statement pursuant to this Section 1.3 by giving written notice to the Corporation of such withdrawal; provided, however, that the Corporation may ignore a notice of withdrawal made within forty-eight (48) hours of the time the Registration Statement is to become effective. Subject to Section 1.3(c) below, the Corporation shall use commercially reasonable efforts to include in such Registration Statement all such Registrable Securities requested to be included therein; provided, further, that the Corporation may at any time withdraw or cease proceeding with any such Proposed Registration if it shall at the same time withdraw or cease proceeding with the registration of all other securities of the same class as the Registrable Securities originally proposed to be registered, without prejudice, however, to the rights of any Holder to request that a Demand Registration be effected; and provided, further, that no registration effected under this provision will relieve the Corporation from its obligations to effect a Demand Registration upon a Demand Notice, subject to the express terms and conditions set forth in this Agreement, including Section 1.2(d)(iv).

(c) Priority for Piggyback Registration. If any Proposed Registration involves an underwritten offering and the managing underwriter of such offering advises the Corporation that, in its good-faith view, that the number of Registrable Securities and other securities to be included in such offering exceeds the Maximum Offering Amount, then the Corporation shall include in such registration the number of securities which can be so sold in the following order of priority:

(i) first, the Corporation Securities, if any;

(ii) second, to the extent that the number of Corporation Securities is less than the Maximum Offering Amount, the remaining securities to be included in such registration will be allocated among all Piggyback Holders requesting that Registrable Securities be included in such Registration on a *pro rata* basis based on the number of Registrable Securities owned by each such Piggyback Holder as compared to the aggregate number of Registrable Securities owned by all Piggyback Holders; and

(iii) third, all other holders of the Corporation's securities exercising "demand" rights with respect to such securities (the "Other Securities") or who have been granted "piggy-back" registration rights with respect to such Other Securities and have requested that such Other Securities be included in such registration.

(d) Underwritten Offering. In the event that the Proposed Registration by the Corporation is, in whole or in part, an underwritten public offering of securities of the Corporation, any notice from the Corporation to Major Stockholders under this Section 1.3 shall offer Major Stockholders the right to include any Registrable Securities covered by the Proposed Registration in the underwriting on the same terms and conditions as the securities, if any, otherwise being sold through underwriters under such Proposed Registration.

(e) Cancellation and Delay of Registration. If at any time after giving written notice of its Proposed Registration and prior to the effective date of the Registration Statement filed in connection with the Proposed Registration or, in the case of a Shelf Registration Statement, prior to the consummation of such offering, the Corporation shall determine for any reason not to register or to delay registration of such offering, the Corporation may, at its election, give written notice of such determination

to each Piggyback Holder and (i) in the case of a determination not to register, the Corporation shall be relieved of its obligation to register any Registrable Securities in connection with such Proposed Registration (but not from any obligation of the Corporation to pay the Registration Expenses in connection therewith), without prejudice, however, to the rights of any Major Stockholder to include Registrable Securities in any future registrations pursuant to this Section 1.3 and (ii) in the case of a determination to delay registering, shall be permitted to delay registering any Registrable Securities, for the same period as the delay in registering other securities in the Proposed Registration.

#### **Section 1.4 Shelf Registration Statement.**

(a) Filing of Shelf Registration Statement. Following the Corporation's IPO and from and after such time as the Corporation shall have qualified for the use of a Shelf Registration Statement on Form S-3 or any successor form thereto, the Corporation shall (i) promptly prepare and file with (or confidentially submit to) the Commission a Shelf Registration Statement on Form S-3 or its successor form that covers all Registrable Securities then outstanding for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto (a "Non-Demand Shelf Registration") and (ii) use its commercially reasonable efforts to cause such Shelf Registration Statement to be declared effective by the Commission as soon as practicable thereafter; provided, that following a registered offering of Corporation Securities (other than a registration (a) pursuant to a registration statement on Form S-8 (or other registration solely relating to an offering or sale to employees or directors of the Corporation pursuant to any employee stock plan or other employee benefit arrangement), (b) pursuant to a registration statement on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), or (c) in connection with any dividend reinvestment or similar plan, the Corporation shall not be required to file a Shelf Registration Statement pursuant to this Section 1.4 until ninety (90) days following the effective date of such Registration Statement covering the Corporation Securities. If, after the filing of a Shelf Registration Statement, a Holder of Registrable Securities requests registration under the Securities Act of additional Registrable Securities pursuant to such Non-Demand Shelf Registration, the Corporation shall use its commercially reasonable efforts to amend such Shelf Registration Statement to cover such additional Registrable Securities; provided, that the Corporation shall not be required to so amend such Shelf Registration Statement more than once every fiscal quarter of the Corporation. The Corporation shall use its commercially reasonable efforts to cause such Shelf Registration Statement to remain effective for as long as any Registrable Securities are outstanding. In no event shall the Corporation be required to file, and maintain effectiveness of, more than one Shelf Registration Statement at any one time pursuant to this Section 1.4.

(b) Expiration of Shelf Registration Statement. If (i) the Corporation has filed a Shelf Registration Statement (the "Initial Registration Statement") with the Commission that covers Registrable Securities (the "Initial Registrable Securities"), (ii) pursuant to Rule 415(a)(5) under the Securities Act or any successor rule thereto, the Initial Registration Statement may no longer be used for offers and sales of any of the Initial Registrable Securities, and (iii) any of the Initial Registrable Securities are Registrable Securities at the time that (ii) above occurs, the Corporation shall prepare and file with the Commission within the time limits required by Rule 415 under the Securities Act or any successor rule thereto a new Shelf Registration Statement covering any Initial Registrable Securities that have not ceased to be Registrable Securities for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto (a "New Shelf Registration Statement") and shall use its reasonable efforts to cause such New Shelf Registration Statement to be declared effective by the Commission as soon as practicable thereafter; provided, that, if at the time it is required to file a New Shelf Registration Statement pursuant to this Section 1.4(b) the Corporation is not qualified to use a Registration Statement on Form S-3 or its successor form, the Corporation shall not be required to file a New Shelf Registration Statement with the Commission and the Holders shall be permitted to request registration

under the Securities Act of all or any portion of their Initial Registrable Securities that have not ceased to be Registrable Securities pursuant to another form of registration statement under the Securities Act and such registration shall not count as a Demand Registration for purposes of the limitations set out in Section 1.2(d)(ii).

(c) Shelf Takedowns. Upon the demand of one or more Major Stockholders, the Corporation shall facilitate up to two (2) “takedowns” of Registrable Securities in the form of an underwritten offering utilizing the Shelf Registration Statement filed in connection with the Non-Demand Shelf Registration, in the manner and subject to the conditions described in Sections 1.2(b)(iv), 1.2(c), 1.2(e) and 1.2(f) of this Agreement; provided, that the Corporation will not be required to effect a “takedown” made pursuant to this Section 1.4(b) if the Corporation reasonably believes, based on the advice of an underwriter that is a reputable nationally-recognized investment bank, that such an offering would not reasonably be expected to generate gross proceeds (before deducting underwriters’ commissions and fees and other expenses) of at least \$50,000,000.

### **Section 1.5 Holdback Agreements**

(a) Restrictions on Sale by Holders. Each Holder hereby agrees that, if and whenever the Corporation (i) proposes to register any of its equity securities under the Securities Act, whether or not for its own account, (ii) is required to use its commercially reasonable efforts to effect the registration of any Registrable Securities under the Securities Act pursuant to a Demand Registration, or (iii) is conducting an underwritten “takedown” as described in Section 1.4(c), such Holder, if requested by the managing underwriter in an underwritten offering, agrees to enter into a “lock-up agreement” containing terms (including the duration of the lock-up period, which, for the avoidance of doubt shall commence (1) in the case of clauses (i) or (ii) above, no earlier than ten (10) days prior to the effectiveness of the registration statement and shall not exceed ninety (90) days following the effectiveness of the registration statement and (2) in the case of clause (iii) above, no earlier than ten (10) days prior to the closing date of such offering and shall not exceed ninety (90) days following such closing date) that are customary at the time such agreement is entered into for offerings of similar size and type, and the Corporation shall cause all of the Corporation’s directors and executive officers, and shall use its commercially reasonable efforts to cause any stockholder owning more than ten percent (10%) of the Corporation’s outstanding Common Stock, to sign lock-up agreements on comparable terms in connection therewith. Any such lock-up agreements signed by Holders shall contain reasonable and customary exceptions, including, without limitation, the right of a Holder to make transfers to certain Affiliates, subject to such Affiliates entering into such lock-up agreement. The Corporation may impose stop-transfer instructions with respect to the Common Stock or other securities subject to the foregoing restrictions until the end of the relevant lock-up period. For purposes of the foregoing, the term “lock-up agreement” refers to an agreement by the undersigned thereto not to effect for a specified period of time any sale or distribution (other than in connection with the public offering for which such lock-up agreement is being requested and other customary exceptions), including, without limitation, any sale pursuant to Rule 144 under the Securities Act (or any similar rule promulgated by the SEC then in force), of any Registrable Securities, any other equity securities of the Corporation or any securities convertible into or exchangeable or exercisable for any equity securities of the Corporation, without the prior consent of the managing underwriter. The provisions of this Section 1.5 will not apply to a Holder unless such Holder is a Participating Holder or is otherwise a director, executive officer or a stockholder owning more than ten percent (10%) of the Corporation’s outstanding Common Stock.

(b) Restrictions on Sale by the Corporation. The Corporation agrees not to effect (except pursuant to registrations on Form S-4 or S-8 or any similar or successor form) any sale or distribution, or to file any Registration Statement covering, any of its equity securities, or any securities convertible into or exchangeable or exercisable for such securities during the period (i) beginning no earlier

than ten (10) days prior to the effective date of the Registration Statement, and up to ninety (90) days after the effective date of the Registration Statement for any Demand Registration, and (ii) with respect to an underwritten “takedown” as described in Section 1.4(c), beginning no earlier than ten (10) days prior to the closing date thereof, and up to ninety (90) days following such closing date, in each case to the extent reasonably requested by the managing underwriter thereto (except for securities being sold by the Corporation for its own account under such Registration Statement).

### **Section 1.6 Registration Procedures.**

(a) Obligations of the Corporation. Whenever registration of Registrable Securities is required pursuant to this Agreement, the Corporation shall use commercially reasonable efforts to effect the registration and sale of such Registrable Securities in accordance with the intended method of distribution thereof as promptly as practicable, and in connection with any such request, the Corporation shall, as promptly as practicable, use its commercially reasonable efforts to:

(i) *Preparation of Registration Statement; Effectiveness.* Prepare and file with the SEC (and in any event, with respect to a Demand Registration under Section 1.2, not later than the time permitted under Section 1.2(b)(ii)) a Registration Statement on any form on which the Corporation then qualifies, which counsel for the Corporation shall deem appropriate and pursuant to which such offering may be made in accordance with the intended method of distribution thereof (except that the Registration Statement shall contain such information as may reasonably be requested for marketing or other purposes by the managing underwriter, if applicable), and use commercially reasonable efforts to cause any registration required hereunder to become effective as soon as practicable (and, in any event, with respect to a Demand Registration under Section 1.2, not later than the time permitted under Section 1.2(b)(iii)) and, with respect to a Demand Registration that is not a Demand Shelf Registration or a Demand Shelf Registration, remain effective for the applicable period specified in Section 1.2(d)(ii) (or such shorter period in which all Registrable Securities have been sold in accordance with the methods of distribution set forth in the Registration Statement); provided, however, that, in the case of any Demand Shelf Registration of Registrable Securities which are intended to be offered on a continuous or delayed basis, such three (3)-year period shall be extended, if necessary, to keep the Registration Statement effective to the extent necessary to ensure that it is available for sales of such Registrable Securities, and to ensure that it conforms with the requirements of this Agreement, the Securities Act and the policies, rules and regulations of the Commission as announced from time to time, until the earlier to occur of (i) the date on which all such Registrable Securities are sold or (ii) all of such Registrable Securities have become eligible for sale pursuant to Rule 144 under the Securities Act by the Holder thereof without limitation thereunder on volume or manner of sale and without the need for current public information required by Rule 144(c)(1); provided, further, that provisions in Section 1.4 shall govern Non-Demand Shelf Registrations;

(ii) *Participation in Preparation.* Upon the reasonable request of any Participating Holder, any underwriter participating in any disposition pursuant to a Registration Statement, and any attorney, accountant or other agent retained by any Participating Holder or underwriter (each, an “Agent” and, collectively, the “Agents”), provide the opportunity to participate (including, but not limited to, reviewing, commenting on and attending all meetings) in the preparation of such Registration Statement, each prospectus included therein or filed with the SEC and each amendment or supplement thereto;

(iii) *Due Diligence.* For a reasonable period prior to the filing of any Registration Statement pursuant to this Agreement, make available for inspection and copying (such copying to be at the Corporation’s expense) by the Agents such financial and other

information and books and records, pertinent corporate documents and properties of the Corporation and its subsidiaries and cause the officers, directors, employees, counsel and independent certified public accountants of the Corporation and its subsidiaries to respond to such inquiries and to supply all information reasonably requested by any such Agent in connection with such Registration Statement, as shall be reasonably necessary, in the judgment of the Agents, to conduct a reasonable investigation within the meaning of the Securities Act;

(iv) *General Notifications.* Promptly notify in writing the Participating Holders, the sales or placement agent, if any, therefor, and the managing underwriter of the securities being sold, if applicable, (A) when such Registration Statement or the prospectus included therein or any prospectus amendment or supplement or post-effective amendment has been filed, and, with respect to any such Registration Statement or any post-effective amendment, when the same has become effective, (B) when the SEC notifies the Corporation whether there will be a “review” of such Registration Statement, (C) of the receipt of any comments (oral or written) by the SEC and by the blue sky or securities commissioner or regulator of any state with respect thereto and (D) of any request by the SEC for any amendments or supplements to such Registration Statement or the prospectus or for additional information;

(v) *10b-5 Notification.* Promptly notify in writing the Participating Holders, the sales or placement agent, if any, therefor, and the managing underwriter of the securities being sold pursuant to any Registration Statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act upon discovery that, or upon the happening of any event as a result of which, any prospectus included in such Registration Statement (or amendment or supplement thereto) contains an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances under which they were made, and the Corporation shall promptly prepare a supplement or amendment to such prospectus and file it with the SEC (in any event no later than ten (10) Business Days following notice of the occurrence of such event to each Participating Holder, the sales or placement agent and the managing underwriter) so that after delivery of such prospectus, as so amended or supplemented, to the purchasers of such Registrable Securities, such prospectus, as so amended or supplemented, shall not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances under which they were made;

(vi) *Notification of Stop Orders; Suspensions of Qualifications and Exemptions.* Promptly notify in writing the Participating Holders, the sales or placement agent, if any, therefor, and the managing underwriter of the securities being sold of (A) any stop order issued or threatened to be issued by the SEC or (B) any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose and the Corporation agrees to use commercially reasonable efforts to (x) prevent the issuance of any such stop order, and in the event of such issuance, to obtain the withdrawal of any such stop order, (y) obtain the withdrawal of any order suspending or preventing the use of any related prospectus or suspending the qualification of any Registrable Securities included in such Registration Statement for sale in any jurisdiction at the earliest practicable date and (z) if necessary to satisfy (x) and (y) hereof, the Corporation shall promptly prepare a supplement or amendment to such prospectus or Registration Statement and file it with the SEC, and, in connection with any of the foregoing events which has resulted in a suspension of a Participating Holder’s ability to dispose of securities under a Registration Statement, the Corporation shall promptly advise, in writing, any such Participating Holders that the use of the prospectus may be resumed;

(vii) *Amendments and Supplements; Acceleration.* (A) Prepare and file with the SEC such amendments and supplements to each Registration Statement as may be necessary to comply with the provisions of the Securities Act, including post-effective amendments to each Registration Statement as may be necessary to keep such Registration Statement continuously effective for the applicable time period required hereunder and if applicable, file any Registration Statements pursuant to Rule 462(b) under the Securities Act; (B) cause the related prospectus to be supplemented by any required prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 (or any similar provisions then in force) promulgated under the Securities Act; and (C) comply with the provisions of the Securities Act and the Exchange Act with respect to the disposition of all securities covered by such Registration Statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such Registration Statement as so amended or in such prospectus as so supplemented;

(viii) *Copies.* Furnish as promptly as practicable to each Participating Holder and Agent prior to filing a Registration Statement or any supplement or amendment thereto, copies of such Registration Statement, supplement or amendment as it is proposed to be filed, and after such filing such number of copies of such Registration Statement, each amendment and supplement thereto (in each case including all exhibits thereto), the prospectus included in such Registration Statement (including each preliminary prospectus) and such other documents as each such Participating Holder or underwriter may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Participating Holder;

(ix) *Blue Sky.* Use commercially reasonable efforts to, prior to any public offering of the Registrable Securities, register or qualify (or seek an exemption from registration or qualifications) such Registrable Securities under such other securities or blue sky laws of such jurisdictions as any Participating Holder or underwriter may request, and to continue such qualification in effect in each such jurisdiction for as long as is permissible pursuant to the laws of such jurisdiction, or for as long as a Participating Holder or underwriter reasonably requests or until all of such Registrable Securities are sold, whichever is shortest, and do any and all other acts and things which may be reasonably necessary or advisable to enable any Participating Holder to consummate the disposition in such jurisdictions of the Registrable Securities; provided, however, that the Corporation shall not be required in connection therewith or as a condition thereto to qualify to do business or to consent to general service of process in any such states or jurisdictions or subject itself to taxation in any such state or jurisdiction, but for this subparagraph;

(x) *Other Approvals.* Use commercially reasonable efforts to obtain all other approvals, consents, exemptions or authorizations from such governmental agencies or authorities as may be necessary upon the advice of counsel of the Corporation or counsel to the Participating Holders to enable the Participating Holders and underwriters to consummate the disposition of Registrable Securities;

(xi) *Agreements.* Enter into and perform customary agreements (including any underwriting agreements in customary form), and take such other actions as may be reasonably required in order to expedite or facilitate the disposition of Registrable Securities;

(xii) *“Cold Comfort” Letters.* If such registration is in connection with an underwritten offering, obtain “cold comfort” letters, dated the dates of the pricing and the closing under the underwriting agreement and addressed to the underwriters and signed by the Corporation’s independent public accountants in customary form and covering such matters of the type customarily covered by “cold comfort” letters as the managing underwriter of such offering may reasonably request;

(xiii) *Legal Opinion and 10b-5 Letter.* If such registration is in connection with an underwritten offering, furnish, at the request of the managing underwriter of such offering on the date such securities are delivered to the underwriters for sale pursuant to such registration, an opinion and 10b-5 letter, dated such date, of outside or in-house legal counsel representing the Corporation for the purposes of such registration, addressed to the Holders, and the placement agent or sales agent, if any, thereof and the underwriters, if any, thereof, covering such legal matters with respect to the registration in respect of which such opinion is being given as such underwriter may reasonably request and as are customarily included in such opinions and 10b-5 letters;

(xiv) *SEC Compliance, Earnings Statement.* Use commercially reasonable efforts to comply with all applicable rules and regulations of the SEC and make available to its shareholders, as soon as practicable, but no later than fifteen (15) months after the effective date of any Registration Statement, an earnings statement covering a period of twelve (12) months beginning after the effective date of such Registration Statement, in a manner which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder and which requirement will be deemed satisfied if the Corporation timely files complete and accurate information on Forms 10-Q and 10-K and Current Reports on Form 8-K under the Exchange Act and otherwise complies with Rule 158 under the Securities Act;

(xv) *Certificates, Closing.* If such registration is in connection with an underwritten offering, provide officers' certificates and other customary closing documents as the managing underwriter of such offering may reasonably request;

(xvi) *FINRA.* Cooperate with each Participating Holder and each underwriter participating in the disposition of such Registrable Securities and underwriters' counsel in connection with any filings required to be made with the FINRA;

(xvii) *Road Show.* If such registration is in connection with an underwritten offering, cause appropriate officers as are requested by a managing underwriter to participate in an electronic "road show" or similar marketing effort being conducted by such underwriter with respect to an underwritten public offering;

(xviii) *Listing.* Cause all such Registrable Securities to be listed or quoted on each securities exchange or market system on which similar securities issued by the Corporation are so listed or quoted (or, in the case of the IPO, to become so listed or quoted if requested);

(xix) *Transfer Agent, Registrar and CUSIP.* Provide a transfer agent and registrar for all Registrable Securities registered pursuant hereto and a CUSIP number for all such Registrable Securities, in each case, no later than the effective date of such registration;

(xx) *Efforts.* Take all other actions necessary to effect the registration of the Registrable Securities contemplated hereby;

(xxi) *Controlling Person.* Permit any Holder of Registrable Securities which Holder, in its sole and exclusive judgment, might be deemed an underwriter or a "controlling person" (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) of the Corporation, to participate in the preparation of such Registration Statement and to require the insertion therein of language, furnished to the Corporation in writing, which in the reasonable judgment of such Holder and its counsel should be included.

(b) Seller Information. The Corporation may require each Participating Holder as to which any registration of such Holder's Registrable Securities is being effected to furnish to the Corporation, such information regarding such Participating Holder and such Participating Holder's method of disposition of such Registrable Securities as the Corporation may from time to time reasonably request in writing as may be required by law. If a Participating Holder refuses to provide the Corporation with any of such information on the grounds that it is not necessary to include such information in the Registration Statement, the Corporation may exclude such Participating Holder's Registrable Securities from the Registration Statement if the Corporation determines, based on the advice of counsel, that such information must be included in the Registration Statement and such Participating Holder continues thereafter to withhold such information. The exclusion of a Participating Holder's Registrable Securities shall not affect the registration of the other Registrable Securities to be included in the Registration Statement.

Notice to Discontinue. Each Participating Holder whose Registrable Securities are covered by a Registration Statement filed pursuant to this Agreement agrees that, upon receipt of written notice from the Corporation of the happening of any event of the kind described in Sections 1.2(d)(i), 1.2(d)(ii) and/or 1.6(a)(v) or a notice of a stop order pursuant to Section 1.6(a)(vi), such Participating Holder shall forthwith discontinue the disposition of Registrable Securities until such Participating Holder's receipt of the copies of the supplemented or amended prospectus contemplated by Sections 1.2(d)(i), 1.2(d)(ii) and/or 1.6(a)(v) or until it is advised in writing by the Corporation that the use of the prospectus may be resumed and has received copies of any additional or supplemental filings which are incorporated by reference into the prospectus, and, if so directed by the Corporation in the case of an event described in Sections 1.2(d)(i), 1.2(d)(ii) and/or 1.6(a)(v) or following a notice of a stop order pursuant to Section 1.6(a)(vi), such Participating Holder shall deliver to the Corporation (at the Corporation's expense) all copies, other than permanent file copies then in such Participating Holder's possession, of the prospectus covering such Registrable Securities which is current at the time of receipt of such notice. If the Corporation shall give any such notice, the Corporation shall extend the period during which such Registration Statement is to be maintained effective by the number of days during the period from and including the date of the giving of such notice pursuant to Sections 1.2(d)(i), 1.2(d)(ii) and/or 1.6(a)(v) or the notice of a stop order pursuant to Section 1.6(a)(vi) to and including the date when the Participating Holder shall have received the copies of the supplemented or amended prospectus contemplated by, and meeting the requirements of Sections 1.2(d)(i), 1.2(d)(ii) and/or 1.6(a)(v) or notice from the Corporation of the withdrawal of such stop order, as applicable. Each Participating Holder whose Registrable Securities are covered by a Registration Statement filed pursuant to this Agreement agrees that as of the date that a final prospectus is made available to it for distribution to prospective purchasers of Registrable Securities, it shall cease to distribute copies of any preliminary prospectus prepared in connection with the offer and sale of such Registrable Securities.

**Section 1.7 Registration Expenses and Selling Expenses**. Except as otherwise provided herein, all Registration Expenses shall be borne by the Corporation. All Selling Expenses relating to Registrable Securities registered shall be borne by the Participating Holders of such Registrable Securities pro rata on the basis of the number of Registrable Securities sold.

**Section 1.8 Indemnification**.

(a) Indemnification by the Corporation. In the event any Registrable Securities are included in a Registration Statement, the Corporation will indemnify and hold harmless to the fullest extent permitted by law each Participating Holder, the officers, directors, agents, partners, members, managers, stockholders, Affiliates and employees of each of them, each Person who controls any such Participating Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, partners, members, managers, stockholders, agents and employees of each such controlling Person (collectively, "Corporation Indemnified Parties") from and

against any and all losses, claims, damages, expenses (including, without limitation, reasonable costs of investigation and fees, reasonable disbursements and other charges of counsel (subject to Section 1.8(c)), any amounts paid in settlement effected with the Corporation's consent, and any costs reasonably incurred in enforcing the Corporation's indemnification obligations hereunder) or other liabilities (collectively, "Losses") to which any such Corporation Indemnified Party may become subject under the Securities Act or the Exchange Act, any other federal, state or foreign law or any rule or regulation promulgated thereunder, or under any common law or otherwise insofar as such Losses (or actions or proceedings, whether commenced or threatened, in respect thereof) are resulting from or arising out of or based upon any untrue, or alleged untrue, statement of a material fact contained in any Registration Statement, including any prospectus or preliminary prospectus contained therein or any amendments or supplements thereto, any free writing prospectuses (as defined in Rule 405 under the Securities Act or any successor rule thereto) or any document incorporated by reference in any of the foregoing or resulting from or arising out of or based upon any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, preliminary prospectus or free writing prospectus, in the light of the circumstances under which they were made), not misleading and the Corporation will promptly reimburse each such Corporation Indemnified Party for any legal and any other Losses reasonably incurred in connection with investigating, preparing or defending any such claim, loss, damage, liability, action or investigation or proceeding; provided, however, that the Corporation shall not be liable to any Corporation Indemnified Party for any Losses that arise out of or are based upon any untrue statement or omission, made in conformity with written information provided by, or on behalf of, such Corporation Indemnified Party expressly for use in any Registration Statement, including any prospectus or preliminary prospectus contained therein or any amendments or supplements thereto, any free writing prospectuses (as defined in Rule 405 under the Securities Act or any successor rule thereto) or any document incorporated by reference in any of the foregoing. Such indemnity obligation shall remain in full force and effect regardless of any investigation made by or on behalf of the Corporation Indemnified Parties and shall survive the transfer of Registrable Securities by such Corporation Indemnified Parties.

(b) Indemnification by Participating Holders. In connection with any proposed registration in which a Holder is participating pursuant to this Agreement, each such Participating Holder agrees, severally and not jointly, to indemnify and hold harmless the Corporation, each other Participating Holder, their directors, officers, agents and employees, each Person who controls the Corporation or any other Participating Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act), and the directors, officers, agents or employees of such controlling Persons (collectively, "Holder Indemnified Parties") to the same extent as the foregoing indemnity from the Corporation to the Participating Holders as set forth in Section 1.8(a) (subject to the exceptions set forth in the foregoing indemnity, the proviso to this sentence and applicable law), but only with respect to any such untrue statement or omission that is contained in the information relating to such Participating Holder furnished in writing to the Corporation by such Participating Holder expressly for use in such Registration Statement; provided, however, that the obligation to indemnify under this subsection 1.8(b) shall be several, not joint and several, among the Participating Holders, and the total liability of any Participating Holder under this Section 1.8(b) shall be limited to the amount of the net proceeds actually received by such Participating Holder in the offering giving rise to such liability. Such indemnity obligation shall remain in full force and effect regardless of any investigation made by or on behalf of the Holder Indemnified Parties and shall survive the transfer of Registrable Securities by such Participating Holder.

(c) Conduct of Indemnification Proceedings. Any Person entitled to indemnification hereunder (the "Indemnified Party") agrees to give prompt (but in any event within 30 days after such Person has actual knowledge of the facts constituting the basis for indemnification) written notice to the indemnifying party (the "Indemnifying Party") after the receipt by the Indemnified Party of any written notice of the commencement of any action, suit, proceeding or investigation or threat thereof made in writing for which the Indemnified Party intends to claim indemnification or contribution pursuant to this

Agreement; provided, however, that the failure so to notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that it may have to the Indemnified Party hereunder unless and to the extent such Indemnifying Party is materially prejudiced by such failure. If notice of commencement of any such action is given to the Indemnifying Party as above provided, the Indemnifying Party shall be entitled to participate in and, to the extent it may wish, jointly with any other Indemnifying Party similarly notified, to assume the defense of such action at its own expense, with counsel chosen by it and reasonably satisfactory to such Indemnified Party. The Indemnified Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be paid by the Indemnified Party unless (i) the Indemnifying Party agrees to pay the same, (ii) the Indemnifying Party fails to assume the defense of such action within a reasonable time after receipt of notice of such claim from the Person entitled to indemnification hereunder and employ counsel satisfactory to the Indemnified Party in its reasonable judgment, (iii) the Indemnified Party reasonably believes that the joint representation of the Indemnified Party and any other party in such proceeding (including but not limited to the Indemnifying Party) would be inappropriate under applicable standards of professional conduct, (iv) the Indemnified Party has reasonably concluded, based on the advice of counsel, that there may be legal defenses available to it or other Indemnified Parties that are different from or in addition to those available to the Indemnifying Party or (v) in the reasonable judgment of any such Person, based upon advice of counsel, a conflict of interest may exist between such Person and the Indemnifying Party with respect to such claims (in which case, if such Person notifies the Indemnifying Party in writing that such Person elects to employ separate counsel at the expense of the Indemnifying Party, the Indemnifying Party shall not have the right to assume the defense of such claim on behalf of such Person). No Indemnifying Party shall be liable for any settlement entered into without its written consent. No Indemnifying Party shall, without the written consent of the Indemnified Party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the Indemnified Party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (A) includes an unconditional release of the Indemnified Party from all liability arising out of such action or claim and (B) does not include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of any Indemnified Party. The rights afforded to any Indemnified Party hereunder shall be in addition to any rights that such Indemnified Party may have at common law, by separate agreement or otherwise.

(d) Contribution. If the indemnification provided for in this Section 1.8 from the Indemnifying Party is unavailable or insufficient to hold harmless an Indemnified Party in respect of any Losses referred to herein, then each Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative faults of the Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the Indemnifying Party's and Indemnified Party's relative intent, knowledge, access to information and opportunity to correct or prevent such action; provided, however, that the liability of any Holder under this Section 1.8(d) shall be limited to the amount of the net proceeds actually received by such Holder in the offering giving rise to such liability. The amount paid or payable by a party as a result of the Losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in Section 1.8(a), Section 1.8(b) and Section 1.8(c), any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. The Parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 1.8(d) were determined by *pro rata* allocation or by any other method of allocation which does not take account of the equitable considerations referred to in

the immediately preceding paragraph. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this Section 1.8(d) from any Person who was not guilty of such fraudulent misrepresentation.

(e) The obligations of the Corporation and Holders under this Section 1.8 shall survive the completion of any offering of Registrable Securities pursuant to a registration statement under this Article I, and shall survive the termination of this Agreement.

**Section 1.9 Rule 144 and 144A; Other Exemptions.** If the Corporation has a class of equity securities registered under the Exchange Act, the Corporation shall take all actions reasonably necessary to enable Holders to sell Registrable Securities without registration under the Securities Act to the maximum extent permitted by the exemptions provided by (a) Rule 144 under the Securities Act (or any similar rule promulgated by the SEC then in force), as such Rule may be amended from time to time, (b) Rule 144A under the Securities Act (or any similar rule promulgated by the SEC then in force), as such Rule may be amended from time to time, or (c) any similar rules or regulations hereafter adopted by the Commission, including, without limiting the generality of the foregoing, filing on a timely basis all reports required to be filed under the Exchange Act. Upon the written request of any Holder, the Corporation shall deliver to such Holder a written statement as to whether it has complied with such requirements.

**Section 1.10 Certain Limitations On Registration Rights.** No Holder may participate in any Registration Statement hereunder involving an underwritten public offering unless such Holder completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements, and other documents reasonably required under the terms of the underwriting arrangements made in connection with such Registration Statement and agrees to sell such Holder's Registrable Securities on the basis provided in any underwriting agreement approved by the Holder or Holders entitled hereunder to approve such arrangements; provided, however, that no such Holder shall be required to make any representations or warranties to the Corporation or the underwriters in connection with any such registration other than representations and warranties as to (i) such Holder's ownership of its Registrable Securities to be sold or transferred, (ii) such Holder's power and authority to effect such transfer and (iii) such matters pertaining to compliance with securities laws or to undertake any indemnification obligations to the Corporation or the underwriters with respect thereto, except as otherwise provided in Section 1.8. Such Holders holding Registrable Securities to be sold by such underwriters may, at their option, require that any or all of the representations and warranties by, and the other agreements on the part of the Corporation to and for the benefit of such underwriters, shall also be made to and for the benefit of such Holders and that any or all of the conditions precedent to the obligations of the underwriters under the underwriting agreement be conditions precedent to the obligations of Holders.

**Section 1.11 Limitations on Subsequent Registration Rights.** The Corporation represents and warrants that it has not granted registration rights prior to the date hereof that remain in effect. If the Corporation shall at any time hereafter provide to any holder of any securities of the Corporation rights with respect to the registration of such securities under the Securities Act or the Exchange Act, such rights shall not be in conflict with or adversely affect any of the rights provided to Holders in, or conflict (in a manner that adversely affects Holders) with any other provisions included in, this Agreement.

**Section 1.12 Transfer of Registration Rights.** The rights of a Holder hereunder may be transferred or assigned in connection with any transfer of Registrable Securities if (i) such transfer is permitted under and accomplished in accordance with the requirements set forth in the Corporation's Third Amended and Restated Certificate of Incorporation, Amended and Restated Bylaws, Stockholders Agreement and applicable securities laws, (ii) the transferee or assignee after giving effect to the transfer, (a) beneficially owns, collectively with its Affiliates, five percent (5%) or more of the outstanding Common

Stock or (b) other than solely as a result of holding Common Stock, is an Affiliate of the Corporation, and, in each of (a) or (b), becomes a party to this Agreement as a “Holder” in accordance with Section 1.13 of this Agreement and (iii) the Corporation is given written notice by such Holder of such transfer or assignment, stating the name and address of the transferee or assignee and identifying the Registrable Securities with respect to which such rights are being transferred or assigned; provided, that the rights and obligations that are assigned shall apply only to the Registrable Securities sold or transferred by a Holder, including any securities issued in respect of such Registrable Securities pursuant to clause (b) of the definition of “Registrable Securities,” but expressly excluding any other securities of the Corporation acquired by such assignee, including without limitation, pursuant to clause (a) of such definition.

**Section 1.13 Parties to Agreement.** The parties (collectively, the “Parties”) to this Agreement shall be (i) the Corporation, (ii) each of the holders of Registrable Securities registered on the books of the Transfer Agent as of the opening of business on the Effective Date, each of which, pursuant to Section 2.14, is deemed to have entered into this Agreement pursuant to the Plan regardless of whether such holder has actually executed this Agreement, and (iii) any Person who is a permitted transferee of Registrable Securities pursuant to Section 1.12 hereof that (A) provides written notice of its election to become party to this Agreement to the Corporation in accordance with Section 2.3 hereof within fifteen (15) days after the date of any transfer pursuant to Section 1.12, and (B) in connection therewith promptly executes and returns to the Corporation a counterpart signature page to this Agreement. The Corporation shall furnish, without charge, to each Person referred to in the immediately preceding sentence a copy of this Agreement upon written request to the Corporation in accordance with Section 2.3 hereof.

**Section 1.14 Number of Registrable Securities Outstanding.** In order to determine the number of Registrable Securities outstanding at any time, upon the written request of the Corporation to Holders, each Holder shall promptly inform the Corporation of the number of Registrable Securities that such Holder owns and that the Corporation may conclusively rely upon any certificate provided under this Agreement for the purpose of determining the number of such Registrable Securities.

**Section 1.15 Alternative IPO Entities.** In the event that the Corporation elects to effect an underwritten registered offering of equity securities of any subsidiary or parent of the Corporation (collectively, “Alternative IPO Entities”) rather than the equity securities of the Corporation, whether as a result of a reorganization of the Corporation or otherwise, the Parties shall cause the Alternative IPO Entity to enter into an agreement with the Parties that provides the Parties with registration rights with respect to equity securities of the Alternative IPO Entity that such Parties beneficially own that are substantially the same as, and in any event no less favorable in the aggregate to, the registration rights provided to the Parties in this Agreement.

## ARTICLE II

### GENERAL PROVISIONS

**Section 2.1 Entire Agreement.** This Agreement, together with the Third Amended and Restated Certificate of Incorporation, Amended and Restated Bylaws, Stockholders Agreement, and any certificates, documents, instruments and writings that are delivered pursuant hereto, constitutes the entire agreement and understanding of the Parties in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

**Section 2.2 Assignment; Binding Effect; No Third Party Beneficiaries.** No party may assign either this Agreement or any of its rights, interests, remedies, liabilities, or obligations hereunder (i) without the prior written approval of the other parties or (ii) except in accordance with the express

provisions of this Agreement. All of the terms, agreements, covenants, representations, warranties, and conditions of this Agreement are binding upon, and inure to the benefit of and are enforceable by, the Parties and their respective successors and permitted assigns. Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give any Person, other than the parties hereto, and their successors and permitted assigns, any right or remedies under or by reason of this Agreement.

**Section 2.3 Notices.** All notices, requests and other communications provided for or permitted to be given under this Agreement must be in writing and be given by personal delivery, by certified or registered United States mail (postage prepaid, return receipt requested), by a nationally-recognized overnight delivery service for next day delivery, or by e-mail of a PDF document (with confirmation of transmission), as follows (or to such other address as any party may give in a notice given in accordance with the provisions hereof):

If to any Holder, at its last known address appearing on the books of the Corporation maintained for such purpose.

If to the Corporation, at

WeWork Inc.  
71 5th Avenue, 2nd Floor  
New York, NY 10003  
E-mail: [legal@wework.com](mailto:legal@wework.com)  
Attention: Pamela Swidler, Chief Legal Officer

All notices, requests or other communications will be effective and deemed given only as follows: (i) if given by personal delivery, upon such personal delivery, (ii) if sent by certified or registered mail, on the fifth (5<sup>th</sup>) Business Day after being deposited in the United States mail, (iii) if sent for next day delivery by overnight delivery service, on the date of delivery as confirmed by written confirmation of delivery, and (iv) if sent by e-mail, upon the transmitter's confirmation, except that if such confirmation as required by (i) through (iv) above is received after 5:00 p.m. (in the recipient's time zone) on a Business Day, or is received on a day that is not a Business Day, then such notice, request or communication will not be deemed effective or given until the next succeeding Business Day. Notices, requests, and other communications sent in any other manner will not be effective.

If any time period for giving notice or taking action hereunder expires on a day which is a Saturday, Sunday or legal holiday in the State of New York or the jurisdiction in which the Corporation's principal office is located, the time period shall automatically be extended to the Business Day immediately following such Saturday, Sunday or legal holiday.

**Section 2.4 Specific Performance; Remedies.** Each party acknowledges and agrees that the other parties would be damaged irreparably if any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached and the Corporation agrees that it shall not oppose any such demand for specific performance on the basis that monetary damages are available. Accordingly, the Parties will be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and its provisions in any action or proceeding instituted in any court of the United States or any state thereof having jurisdiction over the Parties and the matter, in addition to any other remedy to which they may be entitled, at law or in equity. Except as expressly provided herein, the rights, obligations and remedies created by this Agreement are cumulative and in addition to any other rights, obligations or remedies otherwise available at law or in equity. Except as expressly provided herein, nothing herein will be considered an election of remedies.

**Section 2.5 Submission to Jurisdiction; Waiver of Jury Trial.**

(a) **Submission to Jurisdiction.** Any action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be heard and determined exclusively in the Court of Chancery of the State of Delaware and any state appellate court therefrom within the State of Delaware (or if the Court of Chancery of the State of Delaware does not have subject matter jurisdiction, any federal court within the State of Delaware and the appellate court(s) therefrom), and each party consents to the exclusive jurisdiction and venue of such courts in any such action, suit or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such, action, suit or proceeding in any such court or that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such action, suit or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

(b) **Waiver of Jury Trial.** EACH PARTY ACKNOWLEDGES THAT ANY DISPUTE THAT MAY ARISE OUT OF OR RELATING TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE SUCH PARTY HEREBY EXPRESSLY WAIVES ITS RIGHT TO JURY TRIAL OF ANY DISPUTE BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OTHER AGREEMENTS RELATING HERETO OR ANY DEALINGS AMONG THEM RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY. THE SCOPE OF THIS WAIVER IS INTENDED TO ENCOMPASS ANY AND ALL ACTIONS, SUITS AND PROCEEDINGS THAT RELATE TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY REPRESENTS THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT IN THE EVENT OF ANY ACTION, SUIT OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) SUCH PARTY UNDERSTANDS AND WITH THE ADVICE OF COUNSEL HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND REPRESENTATIONS IN THIS SECTION 2.5(b).

**Section 2.6 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law principles.

**Section 2.7 Headings.** The article and section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

**Section 2.8 Amendments; Waivers.** Any term of this Agreement may be amended, modified or terminated and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only with the written consent of the Corporation and Holders holding at least sixty-six and two-thirds percent (66-2/3%) of the then-outstanding Registrable Securities held by all Holders; provided, that any provision hereof may be waived by any waiving party on such party's own behalf, without the consent of any other party; and provided, further, that the Corporation may from time to time add additional Holders as parties to this Agreement through the execution of, in each case, a counterpart signature page to this Agreement, pursuant to Section 1.13, without the consent of the other parties. Notwithstanding the foregoing:

(a) this Agreement may not be amended, modified, or terminated and the observance of any term hereunder may not be waived with respect to any Holder without the written consent of such Holder, if such amendment, modification, termination, or waiver would materially, adversely, and disproportionately affect the rights of such Holder as compared to the other Holders generally under this Agreement;

(b) this Agreement may not be amended, modified or terminated and the observance of any term hereunder may not be waived with respect to any group of Holders without the written consent of a majority-in-interest of such group of Holders, if such amendment, modification, termination or waiver would materially, adversely and disproportionately affect the rights of such group of Holders as compared to the other Holders or other group of Holders generally under this Agreement;

(c) during such time or times as the AHG Director is then seated, the provisions of Section 1.2 and Section 1.3 may not be amended, modified or terminated and the observance of any term thereunder may not be waived with respect to any of the Holders who are also AHG Stockholders (“AHG Holders”) without the written consent of the AHG Director, if such amendment, modification, termination or waiver would adversely affect the rights of the AHG Holders thereunder; and

(d) in the case of any amendment, modification or waiver of any warranty, covenant, obligation or other provision of this Agreement relating only to a particular Registration Statement which has been filed with the SEC, only the written consent of Holders holding at least a majority of the Registrable Securities held by the Participating Holders relating to that Registration Statement will be required.

The Corporation shall give prompt notice of any amendment, modification or termination hereof or waiver hereunder to any party hereto that did not consent in writing to such amendment, modification, termination, or waiver, solely to the extent such amendment, modification, or termination is applicable with respect to such party. Any amendment, modification, termination, or waiver effected in accordance with this Section 2.8 shall be binding on all parties hereto, regardless of whether any such party has consented thereto.

No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, may be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising because of any such prior or subsequent occurrence. Neither the failure nor any delay on the part of any party to exercise any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of the same or of any other right or remedy.

**Section 2.9 Severability.** The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof; provided, that if any provision of this Agreement, as applied to any party or to any circumstance, is judicially determined not to be enforceable in accordance with its terms, the Parties agree that the court judicially making such determination may modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its modified form, such provision will then be enforceable and will be enforced.

**Section 2.10 Counterparts; Effectiveness.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the Parties and delivered to the other parties.

**Section 2.11 Construction.** This Agreement has been freely and fairly negotiated among the Parties. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any party because of the authorship of any provision of this Agreement. Any reference to any law will be deemed to refer to such law as in effect on the date hereof and all rules and regulations promulgated thereunder, unless the context requires otherwise. The words “include,” “includes,” and “including” will be deemed to be followed by “without limitation.” Pronouns in masculine, feminine, and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words “this Agreement,” “herein,” “hereof,” “hereby,” “hereunder,” and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The Parties intend that each representation, warranty, and covenant contained herein will have independent significance. If any party has breached any covenant contained herein in any respect, the fact that there exists another covenant relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached will not detract from or mitigate the fact that the party is in breach of the first covenant.

**Section 2.12 Termination of Registration Rights.** This Agreement, including, without limitation, the Corporation’s obligations under Sections 1.2 and 1.3 hereof to register Registrable Securities for sale under the Securities Act shall terminate (i) with respect to any Holder, at such time as such Holder has no Registrable Securities and (ii) in full and be of no further effect at such time as there are no Registrable Securities held by any Holders. Notwithstanding any termination of this Agreement pursuant to this Section 2.13, the Parties’ rights and obligations under Sections 1.7 and 1.8 and Article II hereof shall continue in full force and effect.

**Section 2.13 Aggregation of Registrable Securities.** All Registrable Securities owned or acquired by any Holder or its Affiliated entities or persons (assuming full conversion, exchange and exercise of all convertible, exchangeable and exercisable securities into Registrable Securities) shall be aggregated together for the purpose of determining the availability of any right under this Agreement.

**Section 2.14 Deemed Execution; Effectiveness.** On the Effective Date, pursuant to the Plan and the Confirmation Order, each Person who receives any Registrable Securities pursuant to the Plan or in connection with any of the transactions contemplated thereby shall be deemed to have entered into this Agreement, regardless of whether any such holder has executed this Agreement, and this Agreement shall be deemed to be a valid, binding and enforceable obligation of such Person (including any obligation set forth herein to waive or refrain from exercising any appraisal, dissenters or similar rights) even if such Person has not actually executed and delivered a counterpart hereof.

**[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**CORPORATION:**

WeWork Inc.

By: \_\_\_\_\_  
Name: [●]  
Title: [●]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**HOLDER:**

[•]

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

Name: [•]

Title: [•]

**Exhibit D-5a**

**Redline to the Previously Filed  
Form of the Registration Rights Agreement**

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**REGISTRATION RIGHTS AGREEMENT**

**dated as of**

**[●], 2024**

**by and among**

**| {WEWORK INC.}+**

**and**

**| THE HOLDERS BOUNDPARTY HERETO**

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## REGISTRATION RIGHTS AGREEMENT<sup>1</sup>

This **REGISTRATION RIGHTS AGREEMENT** (this “Agreement”) is made as of [●], 2024, by and among ~~WeWork Inc.~~, a Delaware corporation (together with any successor entity thereto, the “Corporation”), and each Holder (as defined herein) who becomes a party to this Agreement from time to time pursuant to Section 1.13 hereof.

### RECITALS

**WHEREAS**, the Corporation and certain of its direct and indirect subsidiaries filed (a) voluntary petitions for relief under Chapter 11 (the “Chapter 11 Cases”) of title 11 of the United States Code in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) and (b) a joint plan of reorganization (as amended, restated, supplemented or otherwise modified from time to time, the “Plan”), as confirmed on [●], 2024, by order of the Bankruptcy Court in the Chapter 11 Cases jointly administered under the caption *In re: WeWork Inc., et al.*, Case No. 23-19865 (JKS) (the “Confirmation Order”);

**WHEREAS**, pursuant to the Plan and the Confirmation Order, the Corporation is authorized to enter into this Agreement and the Corporation has agreed to enter into this Agreement for the benefit of each Holder of Registrable Securities (as defined herein);

**NOW, THEREFORE**, in consideration of the premises and respective covenants and agreements set forth in this Agreement and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

### ARTICLE I

#### REGISTRATION RIGHTS

##### **Section 1.1** Definitions. For purposes of this Agreement:

“Affiliate” means, with respect to any specified Person, any other Person who directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. For purposes of this definition of Affiliate, (i) “control” (including, with correlative meanings, the terms “controls,” “controlled by,” and “under common control with”) as used with respect to any Person, means the possession, directly or indirectly, of the right or power to direct, or cause the direction of, the management or policies of such Person, whether through the ownership of voting

~~<sup>1</sup>THIS DRAFT IS SUBJECT TO CONTINUING DUE DILIGENCE AND CUPAR'S CONTINUING REVIEW AND COMMENT IN ALL RESPECTS. THIS DRAFT IS NOT INTENDED NOR SHALL IT BE DEEMED TO CREATE A LEGALLY BINDING OR ENFORCEABLE AGREEMENT OF ANY TYPE OR NATURE UNLESS AND UNTIL FINALIZED AND AGREED UPON BY CUPAR AND EACH OF THE OTHER PARTIES.~~

~~In addition, this draft is subject to the review and comment by Potter Anderson, Delaware counsel to Cupar, in all respects. <sup>1</sup> THIS DRAFT IS SUBJECT TO CONTINUING DUE DILIGENCE AND THE PARTIES' CONTINUING REVIEW AND COMMENT IN ALL RESPECTS, INCLUDING THE REVIEW AND COMMENT BY DELAWARE COUNSEL. THIS DRAFT IS NOT INTENDED NOR SHALL IT BE DEEMED TO CREATE A LEGALLY BINDING OR ENFORCEABLE AGREEMENT OF ANY TYPE OR NATURE UNLESS AND UNTIL FINALIZED AND AGREED UPON BY CUPAR AND EACH OF THE OTHER PARTIES.~~

securities, by contract or otherwise, and (ii) solely for determining the Registrable Securities or Common Stock held by a Holder, any funds and/or accounts holding Registrable Securities that are managed, advised and/or sub-advised by a third-party asset manager will be “under common control” with any and all other funds and/or accounts holding Registrable Securities that are managed, advised and/or sub-advised by such third-party asset manager.

“Agent” and “Agents” have the meaning specified in Section 1.6(a)(ii) hereof.

“Agreement” has the meaning specified in the preamble hereof.

“AHG Director” shall have the meaning ascribed to such term in the Stockholders Agreement (as defined below).

“AHG Stockholder” shall have the meaning ascribed to such term in the Stockholders Agreement.

“Alternative IPO Entities” has the meaning specified in Section 1.15 hereof.

“beneficial ownership” (and related terms such as “beneficially-owned” or “beneficial owner”) has the meaning set forth in Rule 13d-3 (or any successor rule then in effect) under the Exchange Act, except that in calculating the beneficial ownership of any Holder, such Holder shall be deemed to have beneficial ownership of all securities that such Holder has the right to acquire, whether such right is currently exercisable or is exercisable upon the occurrence of a subsequent event or with the passage of time.

“Board” means the board of directors of the Corporation (or any successor governing body) or any authorized committee thereof.

“Business Day” means any day except a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to be closed.

“Common Stock” means the Corporation’s common stock, par value \$0.0001 per share.

“Corporation” has the meaning specified in the preamble hereof and includes the Corporation’s successors by merger, acquisition, reorganization or otherwise.

“Corporation-Indemnified Parties” has the meaning specified in Section 1.8(a) hereof.

“Corporation Securities” means the securities that the Corporation proposes to register for its own account on a registration statement in accordance with the terms of this Agreement.

“Demand Notice” has the meaning specified in Section 1.2(a) hereof.

“Demand Registration” has the meaning specified in Section 1.2(a) hereof.

“Demand Shelf Registration” has the meaning specified in Section 1.2(a) hereof.

“Effective Date” has the meaning specified in the Plan.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, or any similar or successor statute.

“FINRA” means the Financial Industry Regulatory Authority, Inc., or any successor entity thereof.

“Holder” means a Person who becomes a party to this Agreement in accordance with Section 1.13 hereof (so long as such Person holds any Registrable Securities). The term Holder shall not include any registered owner of Registrable Securities that holds such Registrable Securities in “street name” on behalf of beneficial owners thereof.

“Holder-Indemnified Parties” has the meaning specified in Section 1.8(b) hereof.

“Indemnified Party” has the meaning specified in Section 1.8(c) hereof.

“Indemnifying Party” has the meaning specified in Section 1.8(c) hereof.

“Initial Registration Statement” has the meaning specified in Section 1.4(b) hereof.

“Initial Registrable Securities” has the meaning specified in Section 1.4(b) hereof.

“IPO” means an underwritten offering which is an initial public offering of the Common Stock pursuant to an effective Registration Statement filed under the Securities Act (which excludes, among others, a registration (i) pursuant to a registration statement on Form S-8 (or other registration solely relating to an offering or sale to employees or directors of the Corporation pursuant to any employee stock plan or other employee benefit arrangement), (ii) pursuant to a registration statement on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), or (iii) in connection with any dividend reinvestment or similar plan) as a result of which the Common Stock is publicly traded on a National Securities Exchange.

“Losses” has the meaning specified in Section 1.8(a) hereof.

“Major Stockholder” shall have the meaning ascribed to such term in the Stockholders Agreement.

“Maximum Offering Amount” has the meaning specified in Section 1.2(c)(ii) hereof.

“National Securities Exchange” means the New York Stock Exchange LLC, The Nasdaq Stock Market LLC (including, for the avoidance of doubt, the New York Stock Exchange, NYSE American, the Nasdaq Global Select Market, the Nasdaq Global Market, the Nasdaq Capital Market) or another U.S. national securities exchange registered with the SEC.

“New Shelf Registration Statement” has the meaning specified in Section 1.4(b) hereof.

“Non-Demand Shelf Registration” has the meaning specified in Section 1.4 hereof.

“Other Securities” has the meaning specified in Section 1.3(c)(iii) hereof.

“Participating Holders” means Holders participating, or electing to participate, in an offering of Registrable Securities pursuant to the terms of this Agreement.

“Parties” has the meaning specified in Section 1.13 hereof.

“Person” means any individual, firm, corporation, company, partnership, trust, incorporated or unincorporated association, limited liability company, joint venture, joint stock company, government (or

an agency or political subdivision thereof) or other entity of any kind, and shall include any successor (by merger or otherwise) of any such entity.

“Piggyback Holder” has the meaning specified in Section 1.3(b) hereof.

“Piggyback Registration” has the meaning specified in Section 1.3(a) hereof.

“Plan” has the meaning specified in the recitals hereof.

“Proposed Registration” has the meaning specified in Section 1.3(a) hereof.

“Registrable Securities” means (a) any Common Stock acquired by any Holder (or any of its Affiliates) pursuant to the Plan or subsequently acquired by any Holder (or any of its Affiliates) after the Effective Date and (b) any equity interests or other securities of the Corporation issued or issuable with respect to the Common Stock referred to in clause (a): (i) upon any conversion or exchange thereof, (ii) by way of dividend or other distribution, split or reverse split, or (iii) in connection with a combination of securities, recapitalization, merger, consolidation, exchange offer, reorganization or other similar event; provided, however, that Common Stock or other securities that are considered to be Registrable Securities shall cease to be Registrable Securities (A) upon the sale thereof pursuant to and in accordance with an effective Registration Statement, (B) upon the sale thereof pursuant to Rule 144 under the Securities Act (or any similar rule promulgated by the SEC then in force), (C) when such securities are eligible for sale without registration pursuant to Rule 144 under the Securities Act (or any similar rule promulgated by the SEC then in force) without limitation thereunder on volume or manner of sale and without the need for current public information required by Rule 144(c)(1) ~~or (D) under the Securities Act and as to which any legend restricting further transfer with regard to such securities has been removed, (D)~~ when such securities cease to be outstanding, or (E) the relevant Holder, together with its Affiliates, at any date, ceases to beneficially own [0.5%]<sup>2</sup> or more of the Corporation’s outstanding Common Stock.

“Registration Expenses” mean all expenses (other than Selling Expenses) arising from or incident to the performance by the Corporation of, or compliance by the Corporation with, this Article I, including, without limitation, (i) SEC, stock exchange, FINRA and other registration and filing fees, (ii) all fees and expenses incurred in connection with complying with any state securities or blue sky laws (including, without limitation, fees, charges and disbursements of counsel to the underwriters in connection with blue sky qualifications of Registrable Securities), (iii) all printing, messenger and delivery expenses, (iv) the fees, charges and disbursements of counsel to the Corporation and of its independent certified public accountants and any other accounting and legal fees, charges and expenses incurred by the Corporation (including, without limitation, any expenses arising from any special audits or “comfort letters” required in connection with or incident to any registration), (v) the fees, charges and disbursements of any special experts retained by the Corporation in connection with any registration pursuant to the terms of this Agreement, (vi) all internal expenses of the Corporation (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), (vii) the fees and expenses incurred in connection with the listing of the Registrable Securities on any National Securities Exchange, (vii) Securities Act liability insurance (if the Corporation elects to obtain such insurance), (viii) the reasonable and documented fees and expenses incurred in connection with any road show for underwritten offerings and (ix) all rating agency fees, regardless of whether any Registration Statement filed in connection with such registration is declared effective. “Registration Expenses” shall also include reasonable and documented fees, charges and disbursements of one (1) firm

<sup>2</sup> Note to Draft: Subject to the parties’ continuing review and comment.

of counsel to all of the Participating Holders participating in any underwritten public offering pursuant to this Article I (which shall be selected by Holders holding at least a majority of the Registrable Securities held by the Participating Holders) [with such fees not to exceed \$50,000, unless otherwise approved by the Board<sup>3</sup>; provided, however, that (a) any underwriting discounts, commissions or fees in connection with the sale of the Registrable Securities will be borne by the Holders pro rata on the basis of the number of Common Stock so registered and sold, (b) transfer taxes with respect to the sale of Registrable Securities will be borne by the Holder of such Registrable Securities and (c) the fees and expenses of any other counsel, accountants or other persons retained or employed by any Holder will be borne by such Holder.

“Registration Statement” shall mean any registration statement of the Corporation filed with the SEC on the appropriate form (including on Form S-8, if applicable) pursuant to the Securities Act which covers any of the Common Stock and/or any other equity securities of the Corporation pursuant to the provisions of this Agreement and all amendments and supplements to any such registration statement, including post-effective amendments, in each case including the prospectus contained therein, all exhibits thereto and all materials incorporated by reference therein.

“Requesting Holder” means any Holder making a request for a Demand Registration pursuant to Section 1.2(a) hereof.

“SEC” or “Commission” means the United States Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, or any successor statute.

“Selling Expenses” shall mean the underwriting fees, discounts, selling commissions and transfer taxes applicable to any Registrable Securities.

“Shelf Registration Statement” means a Registration Statement filed with the Commission in accordance with the Securities Act for the offer and sale of Registrable Securities by Holders on a continuous or delayed basis pursuant to Rule 415 under the Securities Act (or any similar rule promulgated by the SEC then in force).

“Stockholders Agreement” means the Stockholders Agreement, dated as of [●], 2024, by and among the Corporation and the persons bound thereto.

“underwritten registration, underwritten offering or underwritten public offering” means an offering in which securities of the Corporation are sold to or through one or more underwriters (as defined in Section 2(a)(11) of the Securities Act) for resale to the public.

“Valid Business Reason” has the meaning specified in Section 1.2(d)(i) hereof.

## **Section 1.2      Demand Registration.**

(a)      Request by Holders. At any time on or following the date that is the ~~later~~earlier of (i) six (6) months after the completion of an IPO and (ii) the expiration of any lock-up agreement with the underwriters in such IPO, and subject to the terms and conditions set forth in this Agreement, Holders of at least five percent (5%) of all Registrable Securities outstanding at such time

<sup>3</sup> Note to Draft: Subject to the parties' continuing review and comment.

may make a written request to the Corporation (a “Demand Notice”) to register all or part of their Registrable Securities for resale under the Securities Act (a “Demand Registration”). Each Demand Notice shall (A) specify the aggregate number and class or classes of Registrable Securities that the Requesting Holders (and their respective Affiliates) intend to sell or dispose of and (B) state the intended method or methods of sale or disposition of the Registrable Securities (including whether or not such offer shall be an underwritten offering). In connection with any Demand Registration, the Requesting Holders may request the Corporation file a Shelf Registration Statement (a “Demand Shelf Registration”), provided, that the Corporation is then eligible to use Form S-3 (or any successor form) under the Securities Act for such intended resale. No Holder shall be required to be named as an “underwriter” in any Registration Statement without such Holder’s express prior written consent.

(b) Demand Registration. Following receipt of a Demand Notice, the Corporation shall:

(i) give written notice of such request for registration to all Holders of Registrable Securities within ten (10) Business Days after receipt of such Demand Notice;

(ii) use its commercially reasonable efforts to file (or confidentially submit), as soon as practicable, but in any event within ninety~~seventy-five~~ (90~~75~~) days after the date of receipt of such Demand Notice, a Registration Statement covering such Registrable Securities that the Corporation has been so requested to register by the Requesting Holders and other Holders of Registrable Securities who make a request to the Corporation, within ten~~fifteen~~ (10~~15~~) days of the mailing of the Corporation’s notice referred to in Section 1.2(b)(i) hereof, that their Registrable Securities also be registered, providing for the registration under the Securities Act of such Registrable Securities to the extent necessary to permit the disposition of such Registrable Securities in accordance with the intended method of distribution specified in such Demand Notice;

(iii) use its commercially reasonable efforts to have such Registration Statement declared effective by the SEC as soon as practicable thereafter, but in no event later than the earlier of (x) sixty (60) days (or, if a Registration Statement is reviewed by the staff of the SEC, ~~not later than~~ ninety (90) days) following the date of initial filing thereof with the SEC and (y) ten (10) business days after the Corporation is notified (orally or in writing, whichever is earlier) by the SEC that the Registration Statement will not be “reviewed” or will not be subject to any further review;

(iv) refrain from filing any other Registration Statements, other than pursuant to a Registration Statement on Form S-4 or Form S-8 (or similar or successor forms), with respect to any equity securities of the Corporation until such date which is at least ninety (90) days following effectiveness of the Registration Statement relating to such Demand Registration; and

(v) if the Corporation shall have previously effected a Demand Registration pursuant to Section 1.2, the Corporation shall not be required to effect any registration pursuant to Section 1.2 until a period of one hundred eighty (180) days shall have elapsed from the effective date of such previous Registration Statement.

(c) Selection of Underwriters; Priority for Demand Registrations.

(i) In the event that the Requesting Holders intend to distribute the Registrable Securities covered by the Demand Notice by means of an underwritten offering, they

shall so advise the Corporation as part of the Demand Notice and the Corporation shall include such information in the notice it provides to all Holders pursuant to Section 1.2(b)(i) hereof. The managing underwriter or underwriters for such underwritten offering shall be one or more reputable nationally-recognized investment banks selected by Holders holding at least a majority of the Registrable Securities held by the Requesting Holders, subject to the consent of the Corporation, which consent shall not be unreasonably withheld, delayed or conditioned. In such event, the right of any Holder to include such Holder's Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwritten offering and the inclusion of such Holder's Registrable Securities in the underwritten offering to the extent provided in this Section 1.2(c). In the case of any Proposed Registration pursuant to Section 1.3 or registration initiated by the Corporation for its own account or any other offering not effected pursuant to this Section 1.2, the Corporation shall select one or more reputable nationally-recognized investment banks at its sole discretion as an underwriter for such offering. If requested by the underwriters, the Corporation and all Holders proposing to distribute their securities through such underwriting pursuant to this Section 1.2 shall enter into an underwriting agreement with the underwriters selected for such underwritten offering, which underwriting agreement shall be in customary form and reasonably satisfactory in form and substance to the Corporation, Holders holding at least a majority of the Registrable Securities held by the Participating Holders and the underwriters and shall contain such representations and warranties by the Corporation and such other terms and provisions as are customarily contained in agreements of this type, including, but not limited to, indemnities to the effect and to the extent provided in this Agreement or as are otherwise then customary (if more extensive), provisions for the delivery of officers' certificates, opinions of counsel for the Corporation and the Participating Holders and accountants' "comfort" letters, and lock-up arrangements.

(ii) Notwithstanding any other provision of this Agreement, if any Demand Registration involves an underwritten offering and the managing underwriter of such offering advises the Corporation that, in its good faith viewreasonable opinion, the number of Registrable Securities and other securities, if any, to be included in such offering exceeds the largest number of securities which can reasonably be sold in an orderly manner without having a significant and adverse effect on such offering (the "Maximum Offering Amount"), then the Corporation shall include in such registration the number which can be so sold in the following order of priority:

(A) first, all Registrable Securities requested by the Participating Holders to be included in such registration shall be included, but, if the number of Registrable Securities requested to be included in such registration exceeds the Maximum Offering Amount, then the number of Registrable Securities that each Participating Holder will be entitled to include in such registration will be allocated on a *pro rata* basis based on the number of Registrable Securities owned by such Participating Holder as compared to the aggregate number of Registrable Securities owned by all Participating Holders;

(B) second, to the extent that the number of Registrable Securities to be included in such registration is less than the Maximum Offering Amount, the Corporation Securities; and

(C) third, other securities, if any, to be included in such registration at the Corporation's discretion up to the Maximum Offering Amount after

including the Registrable Securities and the Corporation Securities to be included in such registration.

(d) Limitations on Demand Registrations.

(i) Notwithstanding anything herein to the contrary, the Corporation may suspend the registration process and/or any Holder's ability to use a prospectus or delay making a filing of a Registration Statement or taking any other action in connection therewith when the Board has determined in good faith that it would be materially adverse to the Corporation if such Registration Statement (or an amendment or supplement thereto) were filed, such Registration Statement (or amendment or supplement) were to become effective or remain effective for the time otherwise required for such Registration Statement to remain effective or any other action were taken in connection therewith because such filing, effectiveness or other action either would (A) materially adversely affect a ~~significant~~material financing, acquisition, disposition, merger or other ~~material~~ transaction, (B) require premature disclosure of material information that the Corporation has a bona fide business purpose for preserving as confidential or (C) render the Corporation unable to comply with requirements under the Securities Act or the Exchange Act (each, a "Valid Business Reason"); provided, however, that such right to delay shall be exercised by the Corporation not more than twice in any twelve (12)-month period and the Corporation shall only have the right to delay as long as such Valid Business Reason exists (but in no event for a period longer than (i) sixty (60) days with respect to each such instance of delay and (ii) ninety (90) days in the aggregate in any twelve month period). The Corporation shall give notice to each Participating Holder that the registration process has been delayed and upon notice duly given pursuant to Section 2.3, each Holder agrees not to sell any Registrable Securities pursuant to any Registration Statement until such Holder's receipt of copies of the supplemented or amended prospectus, or until it is advised in writing by the Corporation that the prospectus may be used, and has received copies of any additional or supplemental filings that are incorporated or deemed incorporated by reference in such prospectus. The Corporation shall not specify the nature of the event giving rise to a suspension in any notice to Holders.

(ii) Notwithstanding anything herein to the contrary, the Corporation shall not be required to effect more than two (2) Demand Registrations. A Demand Registration shall not be deemed to have been effected and shall not count as one of the Demand Registrations referenced in the immediately preceding sentence (A) unless a Registration Statement with respect thereto has been declared effective by the Commission and remained effective in compliance with the provisions of the Securities Act and the laws of any U.S. state or other jurisdiction applicable to the disposition of Registrable Securities covered by such Registration Statement for: (x) in the case of a Registration Statement other than a Shelf Registration Statement, not less than one hundred and eighty (180) days (or such shorter period as will terminate when all of such Registrable Securities shall have been disposed of in accordance with such Registration Statement) or, if such Registration Statement relates to an underwritten offering, such longer period as, in the opinion of external counsel for the CompanyCorporation, a prospectus is required by law to be delivered in connection with sales of Registrable Securities by an underwriter or dealer, or (y) in the case of a Shelf Registration Statement, three (3) years; (B) if, after it has become effective, such registration is interfered with by any stop order, injunction or other order or requirement of the SEC or other governmental agency or court for any reason (other than a violation of applicable law solely by any Participating Holder) and has not thereafter become effective; or (C) if the offering of Registrable Securities is not consummated because the underwriters of an underwritten public offering advise the Participating Holders that the Registrable Securities cannot be sold at a net price per share equal to or above the minimum net price acceptable to Holders holding at least a

majority of the Registrable Securities held by the Participating Holders; provided, however, that this clause (C) shall not apply to an underwritten public offering conducted on a “firm commitment basis” which is not consummated following the commencement of a road show; (D) if the conditions to closing specified in the underwriting agreement to which the Corporation is a party, if any, entered into in connection with such registration are not satisfied or waived (unless a cause of such conditions to closing not being satisfied shall be attributable to any Participating Holder or underwriter); or (E) if the amount of Registrable Securities of Requesting Holders included in the registration are reduced to fewer than fifty percent (50%) of the Registrable Securities originally requested to be registered; provided, however, that this subsection (E) shall not apply to any underwritten public offering that is not conducted on a “firm commitment” basis.

(iii) Notwithstanding anything herein to the contrary, the Corporation will not be required to effect any Demand Registration relating to a Demand Notice made pursuant to Section 1.2(a) if the Corporation reasonably believes, based on the advice of an underwriter that is a reputable nationally-recognized investment bank, that such an offering would not reasonably be expected to generate gross proceeds (before deducting underwriters’ commissions and fees and other expenses) of at least \$750,000,000.

(iv) Notwithstanding anything herein to the contrary, the Corporation will not be required to effect any Demand Registration (A) during the period starting on the date thirty (30) days prior to the Corporation’s estimated date of filing of, and ending on the date one hundred eighty (180) days immediately following the effective date of, any Registration Statement (other than on Form S-4 or S-8 under the Securities Act, or any successor form) pertaining to the securities of the Corporation; provided, that the Corporation is employing in good faith all commercially reasonable efforts to cause such Registration Statement to become effective and (B) with respect to any Registrable Securities requested to be registered that are already covered by an existing and effective Registration Statement and such Registration Statement may be utilized for the offer and sale of the Registrable Securities requested to be registered; provided, however, that this subsection (B) shall not apply if the contemplated distribution of such Demand Registration will be an underwritten public offering that is not conducted on a “firm commitment” basis.

(e) Cancellation of Registration. Holders holding at least a majority of the Registrable Securities held by the Participating Holders shall have the right to cancel a proposed registration of Registrable Securities pursuant to Section 1.2(a) prior to the effectiveness of such registration when (i) in their discretion, market conditions are so unfavorable as to be seriously detrimental to an offering pursuant to such registration or (ii) the request for cancellation is based upon material adverse information relating to the Corporation that is different from the information known to the Participating Holders at the time of the Demand Notice. Such cancellation of a registration shall not be counted as one of the total of two (2) Demand Registrations referenced in Section 1.2(d)(ii) hereof and notwithstanding anything to the contrary in this Agreement, the Corporation shall be responsible for all Registration Expenses incurred in connection with the registration prior to the time of cancellation.

(f) Withdrawal by Participating Holders. Any Participating Holder shall have the right to withdraw such Holder’s request for inclusion of such Holder’s Registrable Securities in any Registration Statement pursuant to Section 1.2(a) by giving written notice to the Corporation of such withdrawal; provided, however, that the Corporation may ignore a notice of withdrawal made within forty-eight (48) hours of the time the Registration Statement is to become effective. The Corporation may not effect such Registration Statement in the event that Holders of Registrable Securities that have not elected to withdraw, own in the aggregate, less than the percentage of the Registrable Securities required

to initiate a request under Section 1.2(a); provided, that if such Demand Registration is not effected for such reason, such Demand Registration shall still count as one of the total of two (2) Demand Registrations referenced in Section 1.2(d)(ii) hereof.

### **Section 1.3 Piggyback Registrations.**

(a) Right to Include Registrable Securities. Following the completion of an IPO, each time that the Corporation proposes for any reason to register any of its securities ~~of the same class as the Registrable Securities~~ under the Securities Act, either for its own account or for the account of a stockholder or stockholders exercising demand registration rights (other than Demand Registrations pursuant to Section 1.2 hereof) (a “Proposed Registration”), the Corporation shall promptly give written notice (which notice shall be given not less than thirty (30) days prior to the expected filing date of the Proposed Registration and shall describe the intended method of distribution for the offering relating to the Proposed Registration) of such Proposed Registration to all Major Stockholders and shall offer such Major Stockholders the right to request inclusion of any of such Major Stockholders’ Registrable Securities in the Proposed Registration (a “Piggyback Registration”); provided, however, that Major Stockholders shall have no right to include Registrable Securities in a registration statement relating to a registration (i) pursuant to a registration statement on Form S-8 (or other registration solely relating to an offering or sale to employees or directors of the Corporation pursuant to any employee stock plan or other employee benefit arrangement), (ii) pursuant to a registration statement on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), or (iii) in connection with any dividend reinvestment or similar plan. No registration pursuant to this Section 1.3 shall relieve the Corporation of its obligation to effect a Demand Registration, as contemplated by Section 1.2 hereof. The rights to Piggyback Registration may be exercised on an unlimited number of occasions.

(b) Piggyback Procedure. Each Major Stockholder shall have ten (10) days from the date of receipt of the Corporation’s notice referred to in Section 1.3(a) above to deliver to the Corporation a written request specifying the number of Registrable Securities such Major Stockholder intends to register and sell in the offering relating to such Piggyback Registration (any Major Stockholders so requesting to have any of their Registrable Securities included in the Proposed Registration, a “Piggyback Holder”). Any Piggyback Holder shall have the right to withdraw such Piggyback Holder’s request for inclusion of such Piggyback Holder’s Registrable Securities in any Registration Statement pursuant to this Section 1.3 by giving written notice to the Corporation of such withdrawal; provided, however, that the Corporation may ignore a notice of withdrawal made within forty-eight (48) hours of the time the Registration Statement is to become effective. Subject to Section 1.3(c) below, the Corporation shall use commercially reasonable efforts to include in such Registration Statement all such Registrable Securities requested to be included therein; provided, further, that the Corporation may at any time withdraw or cease proceeding with any such Proposed Registration if it shall at the same time withdraw or cease proceeding with the registration of all other securities of the same class as the Registrable Securities originally proposed to be registered, without prejudice, however, to the rights of any Holder to request that a Demand Registration be effected; and provided, further, that no registration effected under this provision will relieve the Corporation from its obligations to effect a Demand Registration upon a Demand Notice, subject to the express terms and conditions set forth in this Agreement, including Section 1.2(d)(iv).

(c) Priority for Piggyback Registration. If any Proposed Registration involves an underwritten offering and the managing underwriter of such offering advises the Corporation that, in its good-faith view, that the number of Registrable Securities and other securities to be included

in such offering exceeds the Maximum Offering Amount, then the Corporation shall include in such registration the number of securities which can be so sold in the following order of priority:

(i) first, the Corporation Securities, if any;

(ii) second, to the extent that the number of Corporation Securities is less than the Maximum Offering Amount, the remaining securities to be included in such registration will be allocated among all Piggyback Holders requesting that Registrable Securities be included in such Registration on a *pro rata* basis based on the number of Registrable Securities owned by each such Piggyback Holder as compared to the aggregate number of Registrable Securities owned by all Piggyback Holders; and

(iii) third, all other holders of the Corporation's securities exercising "demand" rights with respect to such securities (the "Other Securities") or who have been granted "piggy-back" registration rights with respect to such Other Securities and have requested that such Other Securities be included in such registration.

(d) Underwritten Offering. In the event that the Proposed Registration by the Corporation is, in whole or in part, an underwritten public offering of securities of the Corporation, any notice from the Corporation to Major Stockholders under this Section 1.3 shall offer Major Stockholders the right to include any Registrable Securities covered by the Proposed Registration in the underwriting on the same terms and conditions as the securities, if any, otherwise being sold through underwriters under such Proposed Registration.

(e) Cancellation and Delay of Registration. If at any time after giving written notice of its Proposed Registration and prior to the effective date of the Registration Statement filed in connection with the Proposed Registration or, in the case of a Shelf Registration Statement, prior to the consummation of such offering, the Corporation shall determine for any reason not to register or to delay registration of such offering, the Corporation may, at its election, give written notice of such determination to each Piggyback Holder and (i) in the case of a determination not to register, the Corporation shall be relieved of its obligation to register any Registrable Securities in connection with such Proposed Registration (but not from any obligation of the Corporation to pay the Registration Expenses in connection therewith), without prejudice, however, to the rights of any Major Stockholder to include Registrable Securities in any future registrations pursuant to this Section 1.3 and (ii) in the case of a determination to delay registering, shall be permitted to delay registering any Registrable Securities, for the same period as the delay in registering other securities in the Proposed Registration.

#### **Section 1.4 Shelf Registration Statement.**

(a) Filing of Shelf Registration Statement. Following the Company'sCorporation's IPO and from and after such time as the Corporation shall have qualified for the use of a Shelf Registration Statement on Form S-3 or any successor form thereto, the Corporation shall (i) promptly prepare and file with (or confidentially submit to) the Commission a Shelf Registration Statement on Form S-3 or its successor form that covers all Registrable Securities then outstanding for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto (a "Non-Demand Shelf Registration") and (ii) use its commercially reasonable efforts to cause such Shelf Registration Statement to be declared effective by the Commission as soon as practicable thereafter; provided, that following a registered offering of Corporation Securities (other than a registration (a) pursuant to a registration statement on Form S-8 (or other registration solely relating to an offering or sale to employees or directors of the Corporation pursuant to any employee stock plan or other employee benefit arrangement), (b) pursuant to a registration statement on Form S-4 (or similar

form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), or (c) in connection with any dividend reinvestment or similar plan, the Corporation shall not be required to file a Shelf Registration Statement pursuant to this Section 1.4 until ninety (90) days following the effective date of such Registration Statement covering the Corporation Securities. If, after the filing of a Shelf Registration Statement, a Holder of Registrable Securities requests registration under the Securities Act of additional Registrable Securities pursuant to such Non-Demand Shelf Registration, the Corporation shall use its commercially reasonable efforts to amend such Shelf Registration Statement to cover such additional Registrable Securities; provided, that the Corporation shall not be required to so amend such Shelf Registration Statement more than once every fiscal quarter of the Corporation. The Corporation shall use its commercially reasonable efforts to cause such Shelf Registration Statement to remain effective for as long as any Registrable Securities are outstanding. In no event shall the ~~Company~~Corporation be required to file, and maintain effectiveness of, more than one Shelf Registration Statement at any one time pursuant to this Section 1.4.

(b) Expiration of Shelf Registration Statement. If (i) the Corporation has filed a Shelf Registration Statement (the “Initial Registration Statement”) with the Commission that covers Registrable Securities (the “Initial Registrable Securities”), (ii) pursuant to Rule 415(a)(5) under the Securities Act or any successor rule thereto, the Initial Registration Statement may no longer be used for offers and sales of any of the Initial Registrable Securities, and (iii) any of the Initial Registrable Securities are Registrable Securities at the time that (ii) above occurs, the Corporation shall prepare and file with the Commission within the time limits required by Rule 415 under the Securities Act or any successor rule thereto a new Shelf Registration Statement covering any Initial Registrable Securities that have not ceased to be Registrable Securities for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto (a “New Shelf Registration Statement”) and shall use its reasonable efforts to cause such New Shelf Registration Statement to be declared effective by the Commission as soon as practicable thereafter; provided, that, if at the time it is required to file a New Shelf Registration Statement pursuant to this Section 1.4(b) the Corporation is not qualified to use a Registration Statement on Form S-3 or its successor form, the Corporation shall not be required to file a New Shelf Registration Statement with the Commission and the Holders shall be permitted to request registration under the Securities Act of all or any portion of their Initial Registrable Securities that have not ceased to be Registrable Securities pursuant to another form of registration statement under the Securities Act and such registration shall not count as a Demand Registration for purposes of the limitations set out in Section 1.2(d)(ii).

(c) Shelf Takedowns. Upon the demand of one or more Major Stockholders, the Corporation shall facilitate up to two (2) “takedowns” of Registrable Securities in the form of an underwritten offering utilizing the Shelf Registration Statement filed in connection with the Non-Demand Shelf Registration, in the manner and subject to the conditions described in Sections 1.2(b)(iv), 1.2(c), 1.2(e) and 1.2(f) of this Agreement; provided, that the Corporation will not be required to effect a “takedown” made pursuant to this Section 1.4(c) if the Corporation reasonably believes, based on the advice of an underwriter that is a reputable nationally-recognized investment bank, that such an offering would not reasonably be expected to generate gross proceeds (before deducting underwriters’ commissions and fees and other expenses) of at least \$750,000,000.

## **Section 1.5 Holdback Agreements.**

(a) Restrictions on Sale by Holders. Each Holder hereby agrees that, if and whenever the Corporation (i) proposes to register any of its equity securities under the Securities Act, whether or not for its own account, (ii) is required to use its commercially reasonable efforts to effect the registration of any Registrable Securities under the Securities Act pursuant to a Demand Registration, or (iii) is conducting an underwritten “takedown” as described in Section 1.4(c), such Holder, if requested

by the managing underwriter in an underwritten offering, agrees to enter into a “lock-up agreement” containing terms (including the duration of the lock-up period, which, for the avoidance of doubt shall commence (1) in the case of clauses (i) or (ii) above, no earlier than ten (10) days prior to the effectiveness of the registration statement and shall not exceed ninety (90) days following the effectiveness of the registration statement and (2) in the case of clause (iii) above, no earlier than ten (10) days prior to the closing date of such offering and shall not exceed ninety (90) days following such closing date) that are customary at the time such agreement is entered into for offerings of similar size and type, and the Corporation shall cause all of the Corporation’s directors and executive officers, and shall use its commercially reasonable efforts to cause any stockholder owning more than ~~two~~<sup>ten</sup> percent (~~2~~<sup>10</sup>%) of the Corporation’s outstanding Common Stock, to sign lock-up agreements on comparable terms in connection therewith. Any such lock-up agreements signed by Holders shall contain reasonable and customary exceptions, including, without limitation, the right of a Holder to make transfers to certain Affiliates, subject to such Affiliates entering into such lock-up agreement. The Corporation may impose stop-transfer instructions with respect to the Common Stock or other securities subject to the foregoing restrictions until the end of the relevant lock-up period. For purposes of the foregoing, the term “lock-up agreement” refers to an agreement by the undersigned thereto not to effect for a specified period of time any sale or distribution (other than in connection with the public offering for which such lock-up agreement is being requested and other customary exceptions), including, without limitation, any sale pursuant to Rule 144 under the Securities Act (or any similar rule promulgated by the SEC then in force), of any Registrable Securities, any other equity securities of the Corporation or any securities convertible into or exchangeable or exercisable for any equity securities of the Corporation, without the prior consent of the managing underwriter. The provisions of this Section 1.5 will not apply to a Holder unless such Holder is a Participating Holder or is otherwise a director, executive officer or a stockholder owning more than ~~two~~<sup>ten</sup> percent (~~2~~<sup>10</sup>%) of the Corporation’s outstanding Common Stock.

(b) Restrictions on Sale by the Corporation. The Corporation agrees not to effect (except pursuant to registrations on Form S-4 or S-8 or any similar or successor form) any sale or distribution, or to file any Registration Statement covering, any of its equity securities, or any securities convertible into or exchangeable or exercisable for such securities during the period (i) beginning no earlier than ten (10) days prior to the effective date of the Registration Statement, and up to ninety (90) days after the effective date of the Registration Statement for any Demand Registration, and (ii) with respect to an underwritten “takedown” as described in Section 1.4(c), beginning no earlier than ten (10) days prior to the closing date thereof, and up to ninety (90) days following such closing date, in each case to the extent reasonably requested by the managing underwriter thereto (except for securities being sold by the Corporation for its own account under such Registration Statement).

## **Section 1.6 Registration Procedures.**

(a) Obligations of the Corporation. Whenever registration of Registrable Securities is required pursuant to this Agreement, the Corporation shall use commercially reasonable efforts to effect the registration and sale of such Registrable Securities in accordance with the intended method of distribution thereof as promptly as practicable, and in connection with any such request, the Corporation shall, as promptly as practicable, use its commercially reasonable efforts to:

(i) Preparation of Registration Statement; Effectiveness. Prepare and file with the SEC (and in any event, with respect to a Demand Registration under Section 1.2, not later than the time permitted under Section 1.2(b)(ii)) a Registration Statement on any form on which the Corporation then qualifies, which counsel for the Corporation shall deem appropriate and pursuant to which such offering may be made in accordance with the intended method of distribution thereof (except that the Registration Statement shall contain such information as may reasonably be requested for marketing or other purposes by the managing

underwriter, if applicable), and use commercially reasonable efforts to cause any registration required hereunder to become effective as soon as practicable (and, in any event, with respect to a Demand Registration under Section 1.2, not later than the time permitted under Section 1.2(b)(iii)) and, with respect to a Demand Registration that is not a Demand Shelf Registration or a Demand Shelf Registration, remain effective for the applicable period specified in Section 1.2(d)(ii) (or such shorter period in which all Registrable Securities have been sold in accordance with the methods of distribution set forth in the Registration Statement); provided, however, that, in the case of any Demand Shelf Registration of Registrable Securities which are intended to be offered on a continuous or delayed basis, such three (3)-year period shall be extended, if necessary, to keep the Registration Statement effective to the extent necessary to ensure that it is available for sales of such Registrable Securities, and to ensure that it conforms with the requirements of this Agreement, the Securities Act and the policies, rules and regulations of the Commission as announced from time to time, until the earlier to occur of (i) the date on which all such Registrable Securities are sold or (ii) all of such Registrable Securities have become eligible for sale pursuant to Rule 144 under the Securities Act by the Holder thereof without limitation thereunder on volume or manner of sale and without the need for current public information required by Rule 144(c)(1) ~~or (D) under the Securities Act~~; provided, further, that provisions in Section 1.4 shall govern Non-Demand Shelf Registrations;

(ii) *Participation in Preparation.* Upon the reasonable request of any Participating Holder, any underwriter participating in any disposition pursuant to a Registration Statement, and any attorney, accountant or other agent retained by any Participating Holder or underwriter (each, an “Agent” and, collectively, the “Agents”), provide the opportunity to participate (including, but not limited to, reviewing, commenting on and attending all meetings) in the preparation of such Registration Statement, each prospectus included therein or filed with the SEC and each amendment or supplement thereto;

(iii) *Due Diligence.* For a reasonable period prior to the filing of any Registration Statement pursuant to this Agreement, make available for inspection and copying (such copying to be at the Corporation’s expense) by the Agents such financial and other information and books and records, pertinent corporate documents and properties of the Corporation and its subsidiaries and cause the officers, directors, employees, counsel and independent certified public accountants of the Corporation and its subsidiaries to respond to such inquiries and to supply all information reasonably requested by any such Agent in connection with such Registration Statement, as shall be reasonably necessary, in the judgment of the Agents, to conduct a reasonable investigation within the meaning of the Securities Act;

(iv) *General Notifications.* Promptly notify in writing the Participating Holders, the sales or placement agent, if any, therefor, and the managing underwriter of the securities being sold, if applicable, (A) when such Registration Statement or the prospectus included therein or any prospectus amendment or supplement or post-effective amendment has been filed, and, with respect to any such Registration Statement or any post-effective amendment, when the same has become effective, (B) when the SEC notifies the Corporation whether there will be a “review” of such Registration Statement, (C) of the receipt of any comments (oral or written) by the SEC and by the blue sky or securities commissioner or regulator of any state with respect thereto and (D) of any request by the SEC for any amendments or supplements to such Registration Statement or the prospectus or for additional information;

(v) *10b-5 Notification.* Promptly notify in writing the Participating Holders, the sales or placement agent, if any, therefor, and the managing underwriter of the securities being sold pursuant to any Registration Statement at any time when a prospectus

relating thereto is required to be delivered under the Securities Act upon discovery that, or upon the happening of any event as a result of which, any prospectus included in such Registration Statement (or amendment or supplement thereto) contains an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances under which they were made, and the Corporation shall promptly prepare a supplement or amendment to such prospectus and file it with the SEC (in any event no later than ten (10) Business Days following notice of the occurrence of such event to each Participating Holder, the sales or placement agent and the managing underwriter) so that after delivery of such prospectus, as so amended or supplemented, to the purchasers of such Registrable Securities, such prospectus, as so amended or supplemented, shall not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances under which they were made;

(vi) *Notification of Stop Orders; Suspensions of Qualifications and Exemptions.* Promptly notify in writing the Participating Holders, the sales or placement agent, if any, therefor, and the managing underwriter of the securities being sold of (A) any stop order issued or threatened to be issued by the SEC or (B) any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose and the Corporation agrees to use commercially reasonable efforts to (x) prevent the issuance of any such stop order, and in the event of such issuance, to obtain the withdrawal of any such stop order, (y) obtain the withdrawal of any order suspending or preventing the use of any related prospectus or suspending the qualification of any Registrable Securities included in such Registration Statement for sale in any jurisdiction at the earliest practicable date and (z) if necessary to satisfy (x) and (y) hereof, the Corporation shall promptly prepare a supplement or amendment to such prospectus or Registration Statement and file it with the SEC, and, in connection with any of the foregoing events which has resulted in a suspension of a Participating Holder's ability to dispose of securities under a Registration Statement, the Corporation shall promptly advise, in writing, any such Participating Holders that the use of the prospectus may be resumed;

(vii) *Amendments and Supplements; Acceleration.* (A) Prepare and file with the SEC such amendments and supplements to each Registration Statement as may be necessary to comply with the provisions of the Securities Act, including post-effective amendments to each Registration Statement as may be necessary to keep such Registration Statement continuously effective for the applicable time period required hereunder and if applicable, file any Registration Statements pursuant to Rule 462(b) under the Securities Act; (B) cause the related prospectus to be supplemented by any required prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 (or any similar provisions then in force) promulgated under the Securities Act; and (C) comply with the provisions of the Securities Act and the Exchange Act with respect to the disposition of all securities covered by such Registration Statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such Registration Statement as so amended or in such prospectus as so supplemented;

(viii) *Copies.* Furnish as promptly as practicable to each Participating Holder and Agent prior to filing a Registration Statement or any supplement or amendment thereto, copies of such Registration Statement, supplement or amendment as it is proposed to be filed, and after such filing such number of copies of such Registration Statement, each amendment and supplement thereto (in each case including all exhibits thereto), the prospectus

included in such Registration Statement (including each preliminary prospectus) and such other documents as each such Participating Holder or underwriter may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Participating Holder;

(ix) *Blue Sky.* Use commercially reasonable efforts to, prior to any public offering of the Registrable Securities, register or qualify (or seek an exemption from registration or qualifications) such Registrable Securities under such other securities or blue sky laws of such jurisdictions as any Participating Holder or underwriter may request, and to continue such qualification in effect in each such jurisdiction for as long as is permissible pursuant to the laws of such jurisdiction, or for as long as a Participating Holder or underwriter reasonably requests or until all of such Registrable Securities are sold, whichever is shortest, and do any and all other acts and things which may be reasonably necessary or advisable to enable any Participating Holder to consummate the disposition in such jurisdictions of the Registrable Securities; provided, however, that the Corporation shall not be required in connection therewith or as a condition thereto to qualify to do business or to consent to general service of process in any such states or jurisdictions or subject itself to taxation in any such state or jurisdiction, but for this subparagraph;

(x) *Other Approvals.* Use commercially reasonable efforts to obtain all other approvals, consents, exemptions or authorizations from such governmental agencies or authorities as may be necessary upon the advice of counsel of the Corporation or counsel to the Participating Holders to enable the Participating Holders and underwriters to consummate the disposition of Registrable Securities;

(xi) *Agreements.* Enter into and perform customary agreements (including any underwriting agreements in customary form), and take such other actions as may be reasonably required in order to expedite or facilitate the disposition of Registrable Securities;

(xii) *“Cold Comfort” Letters.* If such registration is in connection with an underwritten offering, obtain “cold comfort” letters, dated the dates of the pricing and the closing under the underwriting agreement and addressed to the underwriters and signed by the Corporation’s independent public accountants in customary form and covering such matters of the type customarily covered by “cold comfort” letters as the managing underwriter of such offering may reasonably request;

(xiii) *Legal Opinion and 10b-5 Letter.* If such registration is in connection with an underwritten offering, furnish, at the request of the managing underwriter of such offering on the date such securities are delivered to the underwriters for sale pursuant to such registration, an opinion and 10b-5 letter, dated such date, of outside or in-house legal counsel representing the Corporation for the purposes of such registration, addressed to the Holders, and the placement agent or sales agent, if any, thereof and the underwriters, if any, thereof, covering such legal matters with respect to the registration in respect of which such opinion is being given as such underwriter may reasonably request and as are customarily included in such opinions and 10b-5 letters;

(xiv) *SEC Compliance, Earnings Statement.* Use commercially reasonable efforts to comply with all applicable rules and regulations of the SEC and make available to its shareholders, as soon as practicable, but no later than fifteen (15) months after the effective date of any Registration Statement, an earnings statement covering a period of twelve (12) months beginning after the effective date of such Registration Statement, in a manner which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder and which

requirement will be deemed satisfied if the Corporation timely files complete and accurate information on Forms 10-Q and 10-K and Current Reports on Form 8-K under the Exchange Act and otherwise complies with Rule 158 under the Securities Act;

(xv) *Certificates, Closing.* If such registration is in connection with an underwritten offering, provide officers' certificates and other customary closing documents as the managing underwriter of such offering may reasonably request;

(xvi) *FINRA.* Cooperate with each Participating Holder and each underwriter participating in the disposition of such Registrable Securities and underwriters' counsel in connection with any filings required to be made with the FINRA;

(xvii) *Road Show.* If such registration is in connection with an underwritten offering, cause appropriate officers as are requested by a managing underwriter to participate in an electronic "road show" or similar marketing effort being conducted by such underwriter with respect to an underwritten public offering;

(xviii) *Listing.* Cause all such Registrable Securities to be listed or quoted on each securities exchange or market system on which similar securities issued by the Corporation are so listed or quoted (or, in the case of the IPO, to become so listed or quoted if requested);

(xix) *Transfer Agent, Registrar and CUSIP.* Provide a transfer agent and registrar for all Registrable Securities registered pursuant hereto and a CUSIP number for all such Registrable Securities, in each case, no later than the effective date of such registration;

(xx) *Efforts.* Take all other actions necessary to effect the registration of the Registrable Securities contemplated hereby;

(xxi) *Controlling Person.* Permit any Holder of Registrable Securities which Holder, in its sole and exclusive judgment, might be deemed an underwriter or a "controlling person" (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) of the Corporation, to participate in the preparation of such Registration Statement and to require the insertion therein of language, furnished to the Corporation in writing, which in the reasonable judgment of such Holder and its counsel should be included.

(b) **Seller Information.** The Corporation may require each Participating Holder as to which any registration of such Holder's Registrable Securities is being effected to furnish to the Corporation, such information regarding such Participating Holder and such Participating Holder's method of disposition of such Registrable Securities as the Corporation may from time to time reasonably request in writing as may be required by law. If a Participating Holder refuses to provide the Corporation with any of such information on the grounds that it is not necessary to include such information in the Registration Statement, the Corporation may exclude such Participating Holder's Registrable Securities from the Registration Statement if the Corporation determines, based on the advice of counsel, that such information must be included in the Registration Statement and such Participating Holder continues thereafter to withhold such information. The exclusion of a Participating Holder's Registrable Securities shall not affect the registration of the other Registrable Securities to be included in the Registration Statement.

**Notice to Discontinue.** Each Participating Holder whose Registrable Securities are covered by a Registration Statement filed pursuant to this Agreement agrees that, upon receipt of written notice from

the Corporation of the happening of any event of the kind described in Sections 1.2(d)(i), 1.2(d)(ii) and/or 1.6(a)(v) or a notice of a stop order pursuant to Section 1.6(a)(vi), such Participating Holder shall forthwith discontinue the disposition of Registrable Securities until such Participating Holder's receipt of the copies of the supplemented or amended prospectus contemplated by Sections 1.2(d)(i), 1.2(d)(ii) and/or 1.6(a)(v) or until it is advised in writing by the Corporation that the use of the prospectus may be resumed and has received copies of any additional or supplemental filings which are incorporated by reference into the prospectus, and, if so directed by the Corporation in the case of an event described in Sections 1.2(d)(i), 1.2(d)(ii) and/or 1.6(a)(v) or following a notice of a stop order pursuant to Section 1.6(a)(vi), such Participating Holder shall deliver to the Corporation (at the Corporation's expense) all copies, other than permanent file copies then in such Participating Holder's possession, of the prospectus covering such Registrable Securities which is current at the time of receipt of such notice. If the Corporation shall give any such notice, the Corporation shall extend the period during which such Registration Statement is to be maintained effective by the number of days during the period from and including the date of the giving of such notice pursuant to Sections 1.2(d)(i), 1.2(d)(ii) and/or 1.6(a)(v) or the notice of a stop order pursuant to Section 1.6(a)(vi) to and including the date when the Participating Holder shall have received the copies of the supplemented or amended prospectus contemplated by, and meeting the requirements of Sections 1.2(d)(i), 1.2(d)(ii) and/or 1.6(a)(v) or notice from the Corporation of the withdrawal of such stop order, as applicable. Each Participating Holder whose Registrable Securities are covered by a Registration Statement filed pursuant to this Agreement agrees that as of the date that a final prospectus is made available to it for distribution to prospective purchasers of Registrable Securities, it shall cease to distribute copies of any preliminary prospectus prepared in connection with the offer and sale of such Registrable Securities.

**Section 1.7 Registration Expenses and Selling Expenses.** Except as otherwise provided herein, all Registration Expenses shall be borne by the Corporation. All Selling Expenses relating to Registrable Securities registered shall be borne by the Participating Holders of such Registrable Securities pro rata on the basis of the number of Registrable Securities sold.

**Section 1.8 Indemnification.**

(a) Indemnification by the Corporation. In the event any Registrable Securities are included in a Registration Statement, the Corporation will indemnify and hold harmless to the fullest extent permitted by law each Participating Holder, the officers, directors, agents, partners, members, managers, stockholders, Affiliates and employees of each of them, each Person who controls any such Participating Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, partners, members, managers, stockholders, agents and employees of each such controlling Person (collectively, "Corporation Indemnified Parties") from and against any and all losses, claims, damages, expenses (including, without limitation, reasonable costs of investigation and fees, reasonable disbursements and other charges of counsel (subject to Section 1.8(c)), any amounts paid in settlement effected with the Corporation's consent, and any costs reasonably incurred in enforcing the Corporation's indemnification obligations hereunder) or other liabilities (collectively, "Losses") to which any such Corporation Indemnified Party may become subject under the Securities Act or the Exchange Act, any other federal, state or foreign law or any rule or regulation promulgated thereunder, or under any common law or otherwise insofar as such Losses (or actions or proceedings, whether commenced or threatened, in respect thereof) are resulting from or arising out of or based upon any untrue, or alleged untrue, statement of a material fact contained in any Registration Statement, including any prospectus or preliminary prospectus contained therein or any amendments or supplements thereto, any free writing prospectuses (as defined in Rule 405 under the Securities Act or any successor rule thereto) or any document incorporated by reference in any of the foregoing or resulting from or arising out of or based upon any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus,

preliminary prospectus or free writing prospectus, in the light of the circumstances under which they were made), not misleading and the Corporation will promptly reimburse each such Corporation Indemnified Party for any legal and any other Losses reasonably incurred in connection with investigating, preparing or defending any such claim, loss, damage, liability, action or investigation or proceeding; provided, however, that the Corporation shall not be liable to any Corporation Indemnified Party for any Losses that arise out of or are based upon any untrue statement or omission, made in conformity with written information provided by, or on behalf of, such Corporation Indemnified Party expressly for use in any Registration Statement, including any prospectus or preliminary prospectus contained therein or any amendments or supplements thereto, any free writing prospectuses (as defined in Rule 405 under the Securities Act or any successor rule thereto) or any document incorporated by reference in any of the foregoing. Such indemnity obligation shall remain in full force and effect regardless of any investigation made by or on behalf of the Corporation Indemnified Parties and shall survive the transfer of Registrable Securities by such Corporation Indemnified Parties.

(b) Indemnification by Participating Holders. In connection with any proposed registration in which a Holder is participating pursuant to this Agreement, each such Participating Holder agrees, severally and not jointly, to indemnify and hold harmless the Corporation, each other Participating Holder, their directors, officers, agents and employees, each Person who controls the Corporation or any other Participating Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act), and the directors, officers, agents or employees of such controlling Persons (collectively, “Holder Indemnified Parties”) to the same extent as the foregoing indemnity from the Corporation to the Participating Holders as set forth in Section 1.8(a) (subject to the exceptions set forth in the foregoing indemnity, the proviso to this sentence and applicable law), but only with respect to any such untrue statement or omission that is contained in the information relating to such Participating Holder furnished in writing to the Corporation by such Participating Holder expressly for use in such Registration Statement; provided, however, that the obligation to indemnify under this subsection 1.8(b) shall be several, not joint and several, among the Participating Holders, and the total liability of any Participating Holder under this Section 1.8(b) shall be limited to the amount of the net proceeds actually received by such Participating Holder in the offering giving rise to such liability. Such indemnity obligation shall remain in full force and effect regardless of any investigation made by or on behalf of the Holder Indemnified Parties and shall survive the transfer of Registrable Securities by such Participating Holder.

(c) Conduct of Indemnification Proceedings. Any Person entitled to indemnification hereunder (the “Indemnified Party”) agrees to give prompt (but in any event within 30 days after such Person has actual knowledge of the facts constituting the basis for indemnification) written notice to the indemnifying party (the “Indemnifying Party”) after the receipt by the Indemnified Party of any written notice of the commencement of any action, suit, proceeding or investigation or threat thereof made in writing for which the Indemnified Party intends to claim indemnification or contribution pursuant to this Agreement; provided, however, that the failure so to notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that it may have to the Indemnified Party hereunder unless and to the extent such Indemnifying Party is materially prejudiced by such failure. If notice of commencement of any such action is given to the Indemnifying Party as above provided, the Indemnifying Party shall be entitled to participate in and, to the extent it may wish, jointly with any other Indemnifying Party similarly notified, to assume the defense of such action at its own expense, with counsel chosen by it and reasonably satisfactory to such Indemnified Party. The Indemnified Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be paid by the Indemnified Party unless (i) the Indemnifying Party agrees to pay the same, (ii) the Indemnifying Party fails to assume the defense of such action within a reasonable time after receipt of notice of such claim from the Person entitled to indemnification hereunder and employ counsel satisfactory to the Indemnified Party in its reasonable judgment, (iii) the

Indemnified Party reasonably believes that the joint representation of the Indemnified Party and any other party in such proceeding (including but not limited to the Indemnifying Party) would be inappropriate under applicable standards of professional conduct, (iv) the Indemnified Party has reasonably concluded, based on the advice of counsel, that there may be legal defenses available to it or other Indemnified Parties that are different from or in addition to those available to the Indemnifying Party or (v) in the reasonable judgment of any such Person, based upon advice of counsel, a conflict of interest may exist between such Person and the Indemnifying Party with respect to such claims (in which case, if such Person notifies the Indemnifying Party in writing that such Person elects to employ separate counsel at the expense of the Indemnifying Party, the Indemnifying Party shall not have the right to assume the defense of such claim on behalf of such Person). No Indemnifying Party shall be liable for any settlement entered into without its written consent. No Indemnifying Party shall, without the written consent of the Indemnified Party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the Indemnified Party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (A) includes an unconditional release of the Indemnified Party from all liability arising out of such action or claim and (B) does not include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of any Indemnified Party. The rights afforded to any Indemnified Party hereunder shall be in addition to any rights that such Indemnified Party may have at common law, by separate agreement or otherwise.

(d) **Contribution.** If the indemnification provided for in this Section 1.8 from the Indemnifying Party is unavailable or insufficient to hold harmless an Indemnified Party in respect of any Losses referred to herein, then each Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative faults of the Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the Indemnifying Party's and Indemnified Party's relative intent, knowledge, access to information and opportunity to correct or prevent such action; provided, however, that the liability of any Holder under this Section 1.8(d) shall be limited to the amount of the net proceeds actually received by such Holder in the offering giving rise to such liability. The amount paid or payable by a party as a result of the Losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in Section 1.8(a), Section 1.8(b) and Section 1.8(c), any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. The Parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 1.8(d) were determined by *pro rata* allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this Section 1.8(d) from any Person who was not guilty of such fraudulent misrepresentation.

(e) The obligations of the Corporation and Holders under this Section 1.8 shall survive the completion of any offering of Registrable Securities pursuant to a registration statement under this Article I, and shall survive the termination of this Agreement.

**Section 1.9 Rule 144 and 144A; Other Exemptions.** If the Corporation has a class of equity securities registered under the Exchange Act, the Corporation shall take all actions reasonably necessary to enable Holders to sell Registrable Securities without registration under the Securities Act to

the maximum extent permitted by the exemptions provided by (a) Rule 144 under the Securities Act (or any similar rule promulgated by the SEC then in force), as such Rule may be amended from time to time, (b) Rule 144A under the Securities Act (or any similar rule promulgated by the SEC then in force), as such Rule may be amended from time to time, or (c) any similar rules or regulations hereafter adopted by the Commission, including, without limiting the generality of the foregoing, filing on a timely basis all reports required to be filed under the Exchange Act. Upon the written request of any Holder, the Corporation shall deliver to such Holder a written statement as to whether it has complied with such requirements.

**Section 1.10 Certain Limitations On Registration Rights.** No Holder may participate in any Registration Statement hereunder involving an underwritten public offering unless such Holder completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements, and other documents reasonably required under the terms of the underwriting arrangements made in connection with such Registration Statement and agrees to sell such Holder's Registrable Securities on the basis provided in any underwriting agreement approved by the Holder or Holders entitled hereunder to approve such arrangements; provided, however, that no such Holder shall be required to make any representations or warranties to the Corporation or the underwriters in connection with any such registration other than representations and warranties as to (i) such Holder's ownership of its Registrable Securities to be sold or transferred, (ii) such Holder's power and authority to effect such transfer and (iii) such matters pertaining to compliance with securities laws or to undertake any indemnification obligations to the Corporation or the underwriters with respect thereto, except as otherwise provided in Section 1.8. Such Holders holding Registrable Securities to be sold by such underwriters may, at their option, require that any or all of the representations and warranties by, and the other agreements on the part of the Corporation to and for the benefit of such underwriters, shall also be made to and for the benefit of such Holders and that any or all of the conditions precedent to the obligations of the underwriters under the underwriting agreement be conditions precedent to the obligations of Holders.

**Section 1.11 Limitations on Subsequent Registration Rights.** The Corporation represents and warrants that it has not granted registration rights prior to the date hereof that remain in effect. If the Corporation shall at any time hereafter provide to any holder of any securities of the Corporation rights with respect to the registration of such securities under the Securities Act or the Exchange Act, such rights shall not be in conflict with or adversely affect any of the rights provided to Holders in, or conflict (in a manner that adversely affects Holders) with any other provisions included in, this Agreement.

**Section 1.12 Transfer of Registration Rights.** The rights of a Holder hereunder may be transferred or assigned in connection with any transfer of Registrable Securities if (i) such transfer is permitted under and accomplished in accordance with the requirements set forth in the Corporation's Third Amended and Restated Certificate of Incorporation, Amended and Restated Bylaws, Stockholders Agreement and applicable securities laws, (ii) the transferee or assignee after giving effect to the transfer, (a) beneficially owns, collectively with its Affiliates, five percent (5%) or more of the outstanding Common Stock or (b) other than solely as a result of holding Common Stock, is an Affiliate of the Corporation, and, in each of (a) or (b), becomes a party to this Agreement as a "Holder" in accordance with Section 1.13 of this Agreement and (iii) the Corporation is given written notice by such Holder of such transfer or assignment, stating the name and address of the transferee or assignee and identifying the Registrable Securities with respect to which such rights are being transferred or assigned; provided, that the rights and obligations that are assigned shall apply only to the Registrable Securities sold or transferred by a Holder, including any securities issued in respect of such Registrable Securities pursuant to clause (b) of the definition of "Registrable Securities," but expressly excluding any other securities of

the Corporation acquired by such assignee, including without limitation, pursuant to clause (a) of such definition.

**Section 1.13 Parties to Agreement.** The parties (collectively, the “Parties”) to this Agreement shall be (i) the Corporation, (ii) each of the holders of Registrable Securities registered on the books of the Transfer Agent as of the opening of business on the Effective Date, each of which, pursuant to Section 2.14, is deemed to have entered into this Agreement pursuant to the Plan regardless of whether such holder has actually executed this Agreement, and (iii) any Person who is a permitted transferee of Registrable Securities pursuant to Section 1.12 hereof that (A) provides written notice of its election to become party to this Agreement to the Corporation in accordance with Section 2.3 hereof within fifteen (15) days after the date of any transfer pursuant to Section 1.12, and (B) in connection therewith promptly executes and returns to the Corporation a counterpart signature page to this Agreement. The Corporation shall furnish, without charge, to each Person referred to in the immediately preceding sentence a copy of this Agreement upon written request to the Corporation in accordance with Section 2.3 hereof.

**Section 1.14 Number of Registrable Securities Outstanding.** In order to determine the number of Registrable Securities outstanding at any time, upon the written request of the Corporation to Holders, each Holder shall promptly inform the Corporation of the number of Registrable Securities that such Holder owns and that the Corporation may conclusively rely upon any certificate provided under this Agreement for the purpose of determining the number of such Registrable Securities.

**Section 1.15 Alternative IPO Entities.** In the event that the Corporation elects to effect an underwritten registered offering of equity securities of any subsidiary or parent of the Corporation (collectively, “Alternative IPO Entities”) rather than the equity securities of the Corporation, whether as a result of a reorganization of the Corporation or otherwise, the Parties shall cause the Alternative IPO Entity to enter into an agreement with the Parties that provides the Parties with registration rights with respect to equity securities of the Alternative IPO Entity that such Parties beneficially own that are substantially the same as, and in any event no less favorable in the aggregate to, the registration rights provided to the Parties in this Agreement.

## ARTICLE II

### GENERAL PROVISIONS

**Section 2.1 Entire Agreement.** This Agreement, together with the Third Amended and Restated Certificate of Incorporation, Amended and Restated Bylaws, Stockholders Agreement, and any certificates, documents, instruments and writings that are delivered pursuant hereto, constitutes the entire agreement and understanding of the Parties in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

**Section 2.2 Assignment; Binding Effect; No Third Party Beneficiaries.** No party may assign either this Agreement or any of its rights, interests, remedies, liabilities, or obligations hereunder (i) without the prior written approval of the other parties or (ii) except in accordance with the express provisions of this Agreement. All of the terms, agreements, covenants, representations, warranties, and conditions of this Agreement are binding upon, and inure to the benefit of and are enforceable by, the Parties and their respective successors and permitted assigns. Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give any Person, other than

the parties hereto, and their successors and permitted assigns, any right or remedies under or by reason of this Agreement.

**Section 2.3 Notices.** All notices, requests and other communications provided for or permitted to be given under this Agreement must be in writing and be given by personal delivery, by certified or registered United States mail (postage prepaid, return receipt requested), by a nationally-recognized overnight delivery service for next day delivery, or by e-mail of a PDF document (with confirmation of transmission), as follows (or to such other address as any party may give in a notice given in accordance with the provisions hereof):

If to any Holder, at its last known address appearing on the books of the Corporation maintained for such purpose.

If to the Corporation, at

WeWork Inc.  
71 5th Avenue, 2nd Floor  
New York, NY 10003  
E-mail: [legal@wework.com](mailto:legal@wework.com)  
Attention: Pamela Swidler, Chief Legal Officer

All notices, requests or other communications will be effective and deemed given only as follows: (i) if given by personal delivery, upon such personal delivery, (ii) if sent by certified or registered mail, on the fifth (5<sup>th</sup>) Business Day after being deposited in the United States mail, (iii) if sent for next day delivery by overnight delivery service, on the date of delivery as confirmed by written confirmation of delivery, and (iv) if sent by e-mail, upon the transmitter's confirmation, except that if such confirmation as required by (i) through (iv) above is received after 5:00 p.m. (in the recipient's time zone) on a Business Day, or is received on a day that is not a Business Day, then such notice, request or communication will not be deemed effective or given until the next succeeding Business Day. Notices, requests, and other communications sent in any other manner will not be effective.

If any time period for giving notice or taking action hereunder expires on a day which is a Saturday, Sunday or legal holiday in the State of New York or the jurisdiction in which the Corporation's principal office is located, the time period shall automatically be extended to the Business Day immediately following such Saturday, Sunday or legal holiday.

**Section 2.4 Specific Performance; Remedies.** Each party acknowledges and agrees that the other parties would be damaged irreparably if any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached and the Corporation agrees that it shall not oppose any such demand for specific performance on the basis that monetary damages are available. Accordingly, the Parties will be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and its provisions in any action or proceeding instituted in any court of the United States or any state thereof having jurisdiction over the Parties and the matter, in addition to any other remedy to which they may be entitled, at law or in equity. Except as expressly provided herein, the rights, obligations and remedies created by this Agreement are cumulative and in addition to any other rights, obligations or remedies otherwise available at law or in equity. Except as expressly provided herein, nothing herein will be considered an election of remedies.

**Section 2.5 Submission to Jurisdiction; Waiver of Jury Trial.**

(a) Submission to Jurisdiction. Any action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be heard and determined exclusively in the Court of Chancery of the State of Delaware and any state appellate court therefrom within the State of Delaware (or if the Court of Chancery of the State of Delaware does not have subject matter jurisdiction, any federal court within the State of Delaware and the appellate court(s) therefrom), and each party consents to the exclusive jurisdiction and venue of such courts in any such action, suit or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such, action, suit or proceeding in any such court or that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such action, suit or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

(b) Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY DISPUTE THAT MAY ARISE OUT OF OR RELATING TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE SUCH PARTY HEREBY EXPRESSLY WAIVES ITS RIGHT TO JURY TRIAL OF ANY DISPUTE BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OTHER AGREEMENTS RELATING HERETO OR ANY DEALINGS AMONG THEM RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY. THE SCOPE OF THIS WAIVER IS INTENDED TO ENCOMPASS ANY AND ALL ACTIONS, SUITS AND PROCEEDINGS THAT RELATE TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY REPRESENTS THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT IN THE EVENT OF ANY ACTION, SUIT OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) SUCH PARTY UNDERSTANDS AND WITH THE ADVICE OF COUNSEL HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND REPRESENTATIONS IN THIS SECTION 2.5(b).

**Section 2.6 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law principles.

**Section 2.7 Headings.** The article and section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

**Section 2.8 Amendments; Waivers.** Any term of this Agreement may be amended, modified or terminated and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only with the written consent of the Corporation and Holders holding at least sixty-six and two-thirds percent (66-2/3%) of the then-outstanding Registrable Securities held by all Holders; provided, that any provision hereof may be waived by any waiving party on such party's own behalf, without the consent of any other party; and provided, further, that the Corporation may from time to time add additional Holders as parties to this Agreement through the execution of, in each case, a counterpart signature page to this Agreement, pursuant to Section 1.13, without the consent of the other parties. Notwithstanding the foregoing:

(a) this Agreement may not be amended, modified, or terminated and the observance of any term hereunder may not be waived with respect to any Holder without the written consent of such Holder, if such amendment, modification, termination, or waiver would materially, adversely, and disproportionately affect the rights of such Holder as compared to the other Holders generally under this Agreement;

(b) this Agreement may not be amended, modified or terminated and the observance of any term hereunder may not be waived with respect to any group of Holders without the written consent of a majority-in-interest of such group of Holders, if such amendment, modification, termination or waiver would materially, adversely and disproportionately affect the rights of such group of Holders as compared to the other Holders or other group of Holders generally under this Agreement;

(c) during such time or times as the AHG Director is then seated, the provisions of Section 1.2 and Section 1.3 may not be amended, modified or terminated and the observance of any term thereunder may not be waived with respect to any of the Holders who are also AHG Stockholders (“AHG Holders”) without the written consent of the AHG Director, if such amendment, modification, termination or waiver would adversely affect the rights of the AHG Holders thereunder; and

(d) in the case of any amendment, modification or waiver of any warranty, covenant, obligation or other provision of this Agreement relating only to a particular Registration Statement which has been filed with the SEC, only the written consent of Holders holding at least a majority of the Registrable Securities held by the Participating Holders relating to that Registration Statement will be required.

The Corporation shall give prompt notice of any amendment, modification or termination hereof or waiver hereunder to any party hereto that did not consent in writing to such amendment, modification, termination, or waiver, solely to the extent such amendment, modification, or termination is applicable with respect to such party. Any amendment, modification, termination, or waiver effected in accordance with this Section 2.8 shall be binding on all parties hereto, regardless of whether any such party has consented thereto.

No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, may be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising because of any such prior or subsequent occurrence. Neither the failure nor any delay on the part of any party to exercise any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of the same or of any other right or remedy.

**Section 2.9 Severability.** The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof; provided, that if any provision of this Agreement, as applied to any party or to any circumstance, is judicially determined not to be enforceable in accordance with its terms, the Parties agree that the court judicially making such determination may modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its modified form, such provision will then be enforceable and will be enforced.

**Section 2.10 Counterparts; Effectiveness.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute

one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the Parties and delivered to the other parties.

**Section 2.11 Construction.** This Agreement has been freely and fairly negotiated among the Parties. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any party because of the authorship of any provision of this Agreement. Any reference to any law will be deemed to refer to such law as in effect on the date hereof and all rules and regulations promulgated thereunder, unless the context requires otherwise. The words “include,” “includes,” and “including” will be deemed to be followed by “without limitation.” Pronouns in masculine, feminine, and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words “this Agreement,” “herein,” “hereof,” “hereby,” “hereunder,” and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The Parties intend that each representation, warranty, and covenant contained herein will have independent significance. If any party has breached any covenant contained herein in any respect, the fact that there exists another covenant relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached will not detract from or mitigate the fact that the party is in breach of the first covenant.

**Section 2.12 Termination of Registration Rights.** This Agreement, including, without limitation, the Corporation’s obligations under Sections 1.2 and 1.3 hereof to register Registrable Securities for sale under the Securities Act shall terminate (i) with respect to any Holder, at such time as such Holder has no Registrable Securities and (ii) in full and be of no further effect at such time as there are no Registrable Securities held by any Holders. Notwithstanding any termination of this Agreement pursuant to this Section 2.12, the Parties’ rights and obligations under Sections 1.7 and 1.8 and Article II hereof shall continue in full force and effect.

**Section 2.13 Aggregation of Registrable Securities.** All Registrable Securities owned or acquired by any Holder or its Affiliated entities or persons (assuming full conversion, exchange and exercise of all convertible, exchangeable and exercisable securities into Registrable Securities) shall be aggregated together for the purpose of determining the availability of any right under this Agreement.

**Section 2.14 Deemed Execution; Effectiveness.** On the Effective Date, pursuant to the Plan and the Confirmation Order, each Person who receives any Registrable Securities pursuant to the Plan or in connection with any of the transactions contemplated thereby shall be deemed to have entered into this Agreement, regardless of whether any such holder has executed this Agreement, and this Agreement shall be deemed to be a valid, binding and enforceable obligation of such Person (including any obligation set forth herein to waive or refrain from exercising any appraisal, dissenters or similar rights) even if such Person has not actually executed and delivered a counterpart hereof.

**[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**CORPORATION:**

WeWork Inc.

By: \_\_\_\_\_  
Name: [●]  
Title: [●]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**HOLDER:**

[•]

By: \_\_\_\_\_  
Name: [•]  
Title: [•]

**Exhibit E**

**Released Parties Exception Schedule**

The Debtors have not yet identified any persons to be included on the Released Parties Exception Schedule. Any such parties shall be identified before the Effective Date.

**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 Effective Date, the Debtors will file a redline of such document with the Bankruptcy Court.

## **Restructuring Transactions Exhibit<sup>12</sup>**

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.

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

**Step 1.** <sup>3</sup>On the Effective Date,

- i. The We Company Management Holdings L.P., a Cayman Islands limited partnership ("We Company Management Holdings") partially offsets certain intercompany payables due to (a) The We Company MC with certain intercompany receivables due from The We Company MC and (b) WeWork Parent<sup>4</sup> with its intercompany receivables due from WeWork Parent.
- ii. WeWork Parent contributes certain identified intercompany receivables described in Step 1.i to WW Holdco LLC, a Delaware limited liability company ("WW Holdco").
- iii. Concurrently with Step 1.ii, The We Company MC distributes certain identified intercompany receivables described in Step 1.i to WW Holdco.

<sup>1</sup> 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.

<sup>2</sup> Steps in connection with the Exit LC Facility (including, but not limited to, the consideration to be received by (i) Electing Holders of Contributed Undrawn DIP TLC Claims and Contributed Drawn TLC Claims and (ii) non-electing Holders of Undrawn DIP TLC Claims and Drawn DIP TLC Claims) to be updated and included in an amended Restructuring Transactions Exhibit.

<sup>3</sup> Subject to further revision.

<sup>4</sup> Following the Effective Date, WeWork Parent is intended to mean Reorganized WeWork for purposes of the Plan.

- iv. WeWork Companies U.S. LLC, a Delaware limited liability company (“WeWork Companies U.S.”) distributes certain identified intercompany receivables due from WW Holdco to We Company Management Holdings.
- v. We Company Management Holdings offsets certain intercompany payables due to WW Holdco with its intercompany receivables due from WW Holdco. Following Step 1.v, any remaining intercompany payable owed by We Company Management Holdings is cancelled for no consideration.
- vi. We Work Management LLC, a New York limited liability company, offsets certain intercompany payables due to (a) WW Holdco with certain intercompany receivables due from WW Holdco and (b) WeWork Parent with certain intercompany receivables due from WeWork Parent.
- vii. The Excluded Guarantee Obligation Indemnity (as defined in the Confirmation Order) shall be Reinstated.
- viii. All other intercompany receivables and intercompany payables between two Debtors that are each organized in the United States (other than the intercompany payables owed to each of (a) WeWork Parent, (b) We Company Management and (c) Euclid by WeWork Companies U.S. and described in Step 5.vi 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 Step 1, any [eligible] Holder of Undrawn DIP TLC Claims, Drawn DIP TLC Claims, Prepetition LC Facility Claims, 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 Undrawn DIP TLC Claims (as contributed, the “Contributed Undrawn TLC Claims”), Drawn DIP TLC Claims (as contributed, the “Contributed Drawn TLC Claims”), Prepetition LC Facility Claims (as contributed, the “Contributed Prepetition LC Facility Claims”), 1L Notes Claims (as contributed, the “Contributed 1L Notes Claims”) or 2L Notes Claims (as contributed, the “Contributed 2L Notes Claims” and, together with the Contributed Undrawn TLC Claims, Contributed Drawn TLC Claims, Contributed Prepetition LC Facility Claims and the Contributed 1L Notes Claims the “Contributed Claims” and each, a “Contributed Claim”) shown on such election to WeWork Parent in exchange for an amount of New Interests in WeWork Parent corresponding to their respective *pro rata* allocation of their respective recovery, in each case, under the Plan in respect of such Contributed Claim, in full and final satisfaction of such Holder’s respective entitlements with respect to each Contributed Claim. In connection therewith, any such Electing Holder 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 WeWork Parent’s tax compliance and to confirm that such Electing Holder’s election on **Annex A** satisfies the conditions described thereon.<sup>5</sup>

<sup>5</sup> WeWork Parent, together with the Electing Holders that elect to contribute their respective Contributed Claims, intend that the contribution of such Contributed Claims, together with the other contributions to WeWork Parent described herein, shall 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

**Step 3.** Following the satisfaction of all conditions precedent and pursuant to the terms of the DIP New Money Exit Facility Credit Agreement and concurrently and as part of a plan with Step 2,

- i. WeWork Parent obtains up to \$400M under the DIP New Money Exit Facility from the DIP New Money Lenders.
- 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 WeWork Parent (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.i to repay the DIP New Money Interim Facility (including any accrued and unpaid interest) in full and to pay certain transaction costs and administrative expenses, in each case, in accordance with the Plan.

**Step 4.** Concurrently with Steps 2 and 3, all liens supporting the DIP New Money Facilities are simultaneously released and all equity interests in WeWork Parent other than the New Interests are cancelled.

**Step 5.** Immediately after Step 4, but prior to Step 6,

- i. [WeWork Parent contributes (a) a number of New Interests equal to the number of New Interests required to be issued to Holders of Prepetition LC Facility Claims, Drawn DIP TLC Claims, 1L Notes Claims and 2L Notes Claims, in the aggregate (other than the Contributed Claims) and (b) the remaining proceeds received in Step 3 (net of any expenses and payments made in Step 3.iii) (the “Proceeds”) to WW Holdco.]
- ii. WW Holdco contributes the Proceeds and New Interests received in Step 5.i to The We Company MC.
- iii. The We Company MC contributes (a) a portion of the Proceeds and a portion of the New Interests received in Step 5.ii to Euclid, and (b) a portion of the Proceeds and a portion of the New Interests received in Step 5.ii 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.

to non-electing Holders. Holders of Undrawn DIP TLC Claims, Drawn DIP TLC Claims, Prepetition LC Facility Claims, 1L Notes Claims and 2L Notes Claims should consult their own tax advisors regarding the tax consequences to them of making such an election.

- iv. Each of The We Company MC, Euclid and We Company Management contributes the Proceeds and New Interests received in Step 5.ii and Step 5.iii 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.
- v. Newco contributes the Proceeds and New Interests received in Step 5.iv to WeWork Companies U.S., in exchange for equity interests in WeWork Companies U.S.
- vi. WeWork Companies U.S. uses a portion of the Proceeds received in Step 5.v to repay the intercompany loans due to each of (a) WeWork Parent, (b) We Company Management and (c) Euclid.
- vii. Concurrently with Step 5.vi, all remaining ownership interests in WeWork Companies U.S. (other than the interests held by Newco) are cancelled for no consideration.

**Step 6.** [Immediately after Step 5, WeWork Companies U.S. transfers the New Interests received in Step 5.v 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 Prepetition LC Facility Claims, 1L Notes Claims and 2L Notes Claims.]

**Step 7.** Immediately after Step 6:<sup>6</sup>

- i. WeWork Parent contributes the Contributed Claims received in Step 2 to WW Holdco.
- ii. WW Holdco contributes the Contributed Claims received in Step 7.i to We Company MC.
- iii. The We Company MC contributes (a) a portion of the Contributed Claims received in Step 7.ii to Euclid, and (b) a portion of the Contributed Claims received in Step 7.ii 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.
- iv. Each of The We Company MC, Euclid and We Company Management contributes the Contributed Claims received in Step 7.iii to Newco in exchange for an amount of equity interests in Newco equal to the fair market value of the Contributed Claims.
- v. Newco contributes the Contributed Claims received in Step 7.iv to WeWork Companies U.S.

**Step 8.** [Following the satisfaction of all conditions precedent and pursuant to the terms of the Exit LC Facility Documents, WeWork Parent (or a subsidiary of WeWork Parent) enters into the Exit LC Facility in accordance with the terms of the Exit LC Facility Documents and undertakes, or commits to undertake, the transactions described therein.]

**Step 9.** The Debtors incorporated in the United States form the UCC Settlement Trust with the UCC Settlement Trustee and, subject to the conditions set forth in the Plan, transfer the UCC

<sup>6</sup> Subject to revision based on the terms of the Exit LC Facility and the transactions contemplated in connection therewith.

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 10.** Pursuant to the Plan, any other consideration specified in the Plan is distributed to applicable Holders of Claims in satisfaction of their respective Claims (other than Electing Holders), and all of the remaining equity or other ownership interests of certain Debtors are cancelled for no consideration and reissued to WeWork Parent and certain of its subsidiary Debtors.

**Step 11.** [Reserved – Cross-border intercompany obligation steps, including the contribution of certain UK and Dutch receivables to WW Worldwide CV to be included in an amended Restructuring Transactions Exhibit.]

**Step 12.** [On the Effective Date, WeWork Companies LLC, a Delaware limited liability company, merges with and into WeWork Companies U.S., with WeWork Companies U.S. surviving the merger.]

*[Remainder of page intentionally left blank.]*

**Annex A**

[•]

**Exhibit Fa**

**Redline to Previously Filed  
Restructuring Transactions Memorandum**

## Restructuring Transactions Exhibit<sup>12</sup>

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.** <sup>3</sup>On the Effective Date,

i. **Step 1.** ~~[The We Company Management Holdings L.P., a Cayman Islands limited partnership (“We Company Management Holdings”) partially offsets anycertain intercompany payables due to (a) The We Company MC with certain 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~~

<sup>1</sup> 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.

<sup>2</sup> Steps in connection with the Exit LC Facility (including, but not limited to, the consideration to be received by (i) Electing Holders of Contributed Undrawn DIP TLC Claims and Contributed Drawn TLC Claims and (ii) non-electing Holders of Undrawn DIP TLC Claims and Drawn DIP TLC Claims) to be updated and included in an amended Restructuring Transactions Exhibit.

<sup>3</sup> Subject to further revision.

~~Reorganized Debtor), on the other hand, due from The We Company MC and (b) WeWork Parent<sup>4</sup> with its intercompany receivables due from WeWork Parent.~~

- ii. WeWork Parent contributes certain identified intercompany receivables described in Step 1.i to WW Holdco LLC, a Delaware limited liability company (“WW Holdco”).
- iii. Concurrently with Step 1.ii, The We Company MC distributes certain identified intercompany receivables described in Step 1.i to WW Holdco.
- iv. WeWork Companies U.S. LLC, a Delaware limited liability company (“WeWork Companies U.S.”) distributes certain identified intercompany receivables due from WW Holdco to We Company Management Holdings, ~~and~~.
- v. We Company Management Holdings offsets certain ~~payables owed by it to the corresponding Debtor entity. Any~~ intercompany payables due to WW Holdco with its intercompany receivables due from WW Holdco. Following Step 1.v, any remaining intercompany payable owed by We Company Management Holdings is cancelled for no consideration. ~~H~~
- vi. We Work Management LLC, a New York limited liability company, offsets certain intercompany payables due to (a) WW Holdco with certain intercompany receivables due from WW Holdco and (b) WeWork Parent with certain intercompany receivables due from WeWork Parent.
- vii. The Excluded Guarantee Obligation Indemnity (as defined in the Confirmation Order) shall be Reinstated.
- viii. 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 Management and (iii) Euclid by WeWork Companies U.S. and described in ~~Step 6(vii) Step 5.vi~~ 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 Step 1, any [eligible] Holder of Undrawn DIP TLC Claims, Drawn DIP TLC Claims, Prepetition LC Facility Claims, 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 Undrawn DIP TLC Claims (as contributed, the “Contributed Undrawn TLC Claims”), Drawn DIP TLC Claims (as contributed, the “Contributed Drawn TLC Claims”), Prepetition LC Facility Claims (as contributed, the “Contributed Prepetition LC Facility Claims”), 1L Notes Claims (as contributed, the “Contributed 1L Notes Claims”) or 2L Notes Claims (as contributed, the “Contributed 2L Notes Claims” and, together with the Contributed Undrawn TLC Claims, Contributed Drawn TLC Claims, Contributed Prepetition LC Facility Claims and the Contributed 1L Notes Claims the “Contributed Claims” and each, a

<sup>4</sup> Following the Effective Date, WeWork Parent is intended to mean Reorganized WeWork for purposes of the Plan.

“Contributed Claim”) shown on such election to WeWork Parent in exchange for an amount of New Interests in WeWork Parent corresponding to their respective *pro rata* allocation of their respective recovery, in each case, under the Plan in respect of such Contributed Claim, in full and final satisfaction of such Holder’s respective entitlements with respect to each Contributed Claim. In connection therewith, any such Electing Holder 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 WeWork Parent’s tax compliance and to confirm that such Electing Holder’s election on **Annex A** satisfies the conditions described thereon.<sup>5</sup>

**Step 3.**

**Step 2.** Following the satisfaction of all conditions precedent and pursuant to the terms of the DIP New Money Exit Facility Credit Agreement, ~~Reorganized~~ and concurrently and as part of a plan with Step 2,

- i. WeWork Parent 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; Parent (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

<sup>5</sup> WeWork Parent, together with the Electing Holders that elect to contribute their respective Contributed Claims, intend that the contribution of such Contributed Claims, together with the other contributions to WeWork Parent described herein, shall 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 Undrawn DIP TLC Claims, Drawn DIP TLC Claims, Prepetition LC Facility Claims, 1L Notes Claims and 2L Notes Claims should consult their own tax advisors regarding the tax consequences to them of making such an election.

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~~Step 3.i to repay the DIP New Money Interim Facility (including any accrued and unpaid interest) in full and to pay certain transaction costs and administrative expenses, in each case, in accordance with the Plan.

**Step 4.** ~~iv. All~~Concurrently with Steps 2 and 3, all liens supporting the DIP New Money Facilities are simultaneously released and all equity interests in WeWork Parent other than the New Interests are cancelled.

**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.]<sup>2</sup>~~

**Step 5.** **Step 6.** Immediately after ~~Step 5~~Step 4, but prior to ~~Step 7~~Step 6,

i. ~~Reorganized~~WeWork shall Parent contributes (a) a number of New Interests equal to the number of New Interests required to be issued to Holders of Prepetition LC

<sup>2</sup>- ~~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.~~

Facility Claims, Drawn DIP TLC 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~~Step 3 (net of any expenses and payments made in ~~Step 4(iii)~~Step 3.iii) (the “Proceeds” to ~~WeWork Parent~~WW Holdco.]

~~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”).~~

~~ii.~~ ~~iii.~~ WW Holdco contributes the Proceeds and New Interests received in Step 6(ii)Step 5.i to The We Company MC.

~~iii.~~ ~~iv.~~ The We Company MC contributes (a) a portion of the Proceeds and a portion of the New Interests received in Step 6(iii)Step 5.ii to Euclid, and (b) a portion of the Proceeds and a portion of the New Interests received in Step 6(iii)Step 5.ii 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.

~~iv.~~ ~~v.~~ Each of The We Company MC, Euclid and We Company Management contributes the Proceeds and New Interests received in Steps 6(iii)Steps 5.ii and (iv)5.iii 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.

~~v.~~ ~~vi.~~ Newco contributes the Proceeds and New Interests received in Step 6(v)Step 5.iv to WeWork Companies U.S., in exchange for equity interests in WeWork Companies U.S.

~~vi.~~ ~~vii.~~ WeWork Companies U.S. uses a portion of the Proceeds received in Step 6(vi)Step 5.v to repay the intercompany loans due to each of (a) WeWork Parent, (b) We Company Management and (c) Euclid.

~~vii.~~ ~~viii.~~ Immediately after Step 6(vii)Concurrently with Step 5.vi, all remaining ownership interests in WeWork Companies U.S. (other than the interests held by Newco) are cancelled for no consideration.

**Step 6.** ~~Step 7.~~ Immediately after Step 6Step 5, WeWork Companies U.S. transfers the New Interests received in Step 6(vi)Step 5.v 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 Prepetition LC Facility Claims, 1L Notes Claims and 2L Notes Claims.]

**Step 7.** ~~Step 8.~~ Immediately after Step 7Step 6:<sup>6</sup>

<sup>6</sup> Subject to revision based on the terms of the Exit LC Facility and the transactions contemplated in connection therewith.

*i. ~~Reorganized WeWork shall contribute the Contributed Claims received in Step 5 to WeWork Parent.~~*

*i. ii. ~~WeWork Parent shall contribute~~ s the Contributed Claims received in ~~Step 8~~Step 2 to WW Holdco ~~LLC~~.*

*ii. iii. ~~WW Holdco LLC shall contribute~~ s the Contributed Claims received in ~~Step 8~~Step 7.i to We Company MC.*

*iii. iv. ~~The We Company MC contributes (a) a portion of the Contributed Claims received in Step 8(iii)Step 7.ii to Euclid, and (b) a portion of the Contributed Claims received in Step 8(iii)Step 7.ii 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.~~*

*iv. v. ~~Each of The We Company MC, Euclid and We Company Management contributes the Contributed Claims received in Step 8(vi)Step 7.iii to Newco in exchange for an amount of equity interests in Newco equal to the fair market value of the Contributed Claims.~~*

*v. vi. ~~Newco contributes the Contributed Claims received in Step 8(v)Step 7.iv to WeWork Companies U.S.~~*

**Step 8.** **Step 9.** [Following the satisfaction of all conditions precedent and pursuant to the terms of the Exit LC ~~Credit Agreement, Reorganized WeWork Facility Documents, WeWork Parent~~ (or a subsidiary of ~~Reorganized~~ WeWork Parent) enters into the Exit LC Facility in accordance with the terms of the Exit LC ~~Credit Agreement~~Facility Documents and undertakes, or commits to undertake, the transactions described therein.]

**Step 9.** **Step 10.** The ~~Reorganized~~ Debtors incorporated in the United States form the UCC Settlement Trust with the UCC Settlement Trustee and, subject to the conditions set forth in the Plan, 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 10.** **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 (other than Electing Holders), and all of the remaining equity or other ownership 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 11.** **Step 12.** [Reserved – Cross-border intercompany obligation steps, including the contribution of certain UK and Dutch receivables to WW Worldwide CV to be included in an amended Restructuring Transactions Exhibit.]

**Step 12.** [On the Effective Date, WeWork Companies LLC, a Delaware limited liability company, merges with and into WeWork Companies U.S., with WeWork Companies U.S. surviving the merger.]

*[Remainder of page intentionally left blank.]*

Annex A

[●]

## **Exhibit G**

### **Schedule of Go-Forward Guaranty Claims**

Certain documents, or portions thereof, contained in this **Exhibit G** 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 G**; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Effective Date, the Debtors will file a redline of such document with the Bankruptcy Court.

*“Go-Forward Guaranty Claims”* means the Claims and/or guarantees in favor of any creditor on account of a Debtor’s guaranty obligation under any leases for nonresidential real property, solely to the extent such guaranty obligation is associated with: (a) an Unexpired Lease that is assumed by any Debtor, in which case such guaranty obligation shall be Reinstated pursuant to the terms of such assumption (including any applicable modification approved therein) and any adequate assurance of future performance provided in connection with such assumption; and/or, without limiting the foregoing, (b) an international lease that is identified in an exhibit to the Plan Supplement or identified via written notice provided by the Debtors (or the Reorganized Debtors) to such creditor at any time on or after the Effective Date; provided that the identification of such international leases shall be subject to the consent of the Required Lenders and the Required Consenting Stakeholders and limited to those international leases that the Debtors believe are necessary for the business operations of any of the Debtors, their Affiliates, or franchisees.

Pursuant to Article III.B.11 of the Plan, each Allowed Go-Forward Guaranty Claim shall be Reinstated. Accordingly, Holders of Allowed Go-Forward Guaranty Claims are Unimpaired and are conclusively presumed to have accepted the Plan.

**Project Realize**

**DRAFT - SUBJECT TO CHANGE**

International Leases with Debtor Parent Guarantees Exhibit

**FOR ILLUSTRATIVE AND DISCUSSION PURPOSES ONLY**

| #  | Building Name               | Building Address   |
|----|-----------------------------|--|
| 1  | DRN                         | 10 Národní<br>Hlavni Mesto<br>110 00 Prague Praha, Czech Republic                |
| 2  | 33 Rue la Fayette           | 33 Rue la Fayette<br>75009 Paris, France   |
| 3  | Coeur Marais                | 64/66 Rue des Archives<br>75003 Paris, France                                    |
| 4  | 40 Rue du Colisée           | 40-42 rue du Colisée<br>75008 Paris, France                                      |
| 5  | 7 Rue De Madrid             | 7 Rue de Madrid<br>Ile-de-France<br>75008 Paris, France                          |
| 6  | 37 Avenue Trudaine          | 37 Avenue Trudaine<br>Ile-de-France<br>75009 Paris, France                       |
| 7  | 198 Avenue De France        | 198 Avenue de France<br>75013 Paris, France                                      |
| 8  | 4 Rue Jules Lefebvre        | 4 Rue Jules Lefebvre<br>75009 Paris, France                                      |
| 9  | 20 Bis Rue La Fayette       | 20 Bis Rue La Fayette<br>75009 Paris, France                                     |
| 10 | 67 avenue de wagram         | 67 Avenue de Wagram<br>75017 Paris, France                                       |
| 11 | 8 Rue des Pirogues de Bercy | 8 Rue des Pirogues de Bercy<br>75012 Paris, France                               |
| 12 | Alexanderstraße 1           | Dircksenstrasse 3<br>10178 Berlin, Germany                                       |
| 13 | Kurfürstendamm 11           | Kurfürstendamm 11 / 7. Stock<br>10719 Berlin, Germany                            |
| 14 | Warschauer Platz 11-13      | Warschauer Platz 1<br>10243 Berlin, Germany                                      |
| 15 | Wallarkaden                 | Pilgrimstrasse 6<br>NRW 50674<br>NRW 50674 Köln, Germany                         |
| 16 | Hanse Forum                 | Axel-Springer-Platz 3<br>20355 Hamburg, Germany                                  |
| 17 | Gerhofstrasse 1-3           | Gerhofstraße 1-3<br>20354 Hamburg, Germany                                       |
| 18 | Oskar-von-Miller-Ring 20    | Oskar-von-Miller-Ring 20<br>WeWork Community Team MUC01<br>80333 Munich, Germany |
| 19 | Neuturmstraße 5             | 5 Neuturmstrasse<br>80331 Munich, Germany  |
| 20 | Arnulfstraße 60             | 60 Arnulfstraße<br>80335 Munich, Germany   |
| 21 | 43-45 Rosenthaler Straße    | Rosenthaler Straße 43-45<br>10178 Berlin, Germany                                |
| 22 | 33 Oskar-Von-Miller-Ring    | 33 Oskar-von-Miller-Ring<br>BY 80333 München, Germany                            |
| 23 | Via Meravigli, 2            | Via Meravigli<br>20123 Milan MI, Italy   |
| 24 | Via Vittor Pisani, 15       | 15 Via Vittor Pisani<br>20124 Lombardy MI, Italy                                 |
| 25 | Via San Marco 21            | Via San Marco, 21<br>20121 Milano MI, Italy                                      |

| #  | Building Name              | Building Address   |
|----|----------------------------|--|
| 26 | Weesperstraat 61-105       | Weesperstraat 61<br>1018 VN Amsterdam North Holland, Netherlands     |
| 27 | Weteringschans 165         | Weteringschans 165<br>1017 XD Amsterdam, Netherlands                 |
| 28 | Strawinskyalaan 4117       | Strawinskyalaan 4117<br>1077 ZX Amsterdam North Holland, Netherlands |
| 29 | Krucza 50                  | 50 Krucza<br>01-684 Warsaw<br>Masovian, Poland                       |
| 30 | Grzybowska 62              | 62 Grzybowska<br>00-855 Warsaw<br>Masovian, Poland                   |
| 31 | Mennica Legacy Tower       | Prosta 20<br>00-850 Warsaw, Poland                                   |
| 32 | Hotel Europejski           | 13 Krakowskie Przedmieście<br>00-001 Warsaw<br>Masovian, Poland      |
| 33 | Grzybowska 60              | Grzybowska 60<br>00-024 Warsaw, Poland                               |
| 34 | 50 R. Alexandre Herculano  | 50 R. Alexandre Herculano<br>Lisboa<br>1250-048<br>Lisbon, Portugal  |
| 35 | Gwanghwamun                | 50 Jong-Ro 1-Gil<br>Jongno 1<br>03142 Seoul Seoul, South Korea       |
| 36 | Yeouido Station            | 83 Uisadang-daero<br>07325 Yeongdeungpo-gu Seoul, South Korea        |
| 37 | Glories                    | Luxa, C/Tánger-Badajoz<br>08018 Barcelona, Spain                     |
| 38 | Ciutat de Granada, 121     | Carrer de la Ciutat de Granada 121<br>08018 Barcelona, Spain         |
| 39 | Paseo de la Castellana, 77 | Paseo de la Castellana 77<br>28046 Madrid, Spain                     |
| 40 | Calle Eloy Gonzalo, 27     | 27 Calle Eloy Gonzalo<br>28010 Madrid, Spain                         |
| 41 | Calle de Goya 36           | 36 Calle de Goya<br>28001 Madrid, Spain                              |
| 42 | 18 Rue De Navarin          | 18 Rue de Navarin<br>75009 Paris, France                             |