

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

Caption in Compliance with D.N.J. LBR 9004-1

FRIED, FRANK, HARRIS,

SHRIVER & JACOBSON LLP

Jennifer L. Rodburg, Esq. (*Pro Hac Vice* pending)

Ryan A. Berger, Esq. (*Pro Hac Vice* pending)

Jason Kanterman, Esq.

One New York Plaza

New York, New York 10004

Telephone: (212) 859-8000

Facsimile: (212) 859-4000

Email: Jennifer.Rodburg@friedfrank.com

Ryan.Berger@friedfrank.com

Jason.Kanterman@friedfrank.com

Counsel for RXR Atlas LLC

In re:

WEWORK, INC., *et al.*,

Debtors.¹

Chapter 11 Case No. 23-19865 (JKS)

(Jointly Administered)

HEARING DATE:

**February 20, 2024 at 2:00 p.m.
(ET)**

OBJECTION DEADLINE:

**February 13, 2024 at 4:00 p.m.
(ET)**

**NOTICE OF HEARING ON MOTION OF RXR ATLAS LLC
FOR ORDER COMPELLING THE DEBTORS TO PAY
POST-PETITION RENT AND RELATED CHARGES OWED
UNDER UNEXPIRED LEASE OF NONRESIDENTIAL REAL PROPERTY**

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

PLEASE TAKE NOTICE that on **February 20, 2024 at 2:00 p.m. (prevailing Eastern Time)** (the “*Hearing*”) or as soon thereafter as counsel may be heard, the undersigned attorneys for RXR Atlas LLC (“*RXR*”) will move before the Honorable John K. Sherwood, United States Bankruptcy Judge, on the third floor of the Martin Luther King, Jr. Building and U.S. Courthouse, 50 Walnut Street, Newark, New Jersey 07102, for an order compelling the Debtors to pay its post-petition rent for January 2024 to RXR along with attorney fees (the “*Motion*”).

PLEASE TAKE FURTHER NOTICE that any opposition to the Motion must be filed with the Clerk of the United States Bankruptcy Court, 50 Walnut Street, Newark, New Jersey 07102 and served upon Fried, Frank, Harris, Shriver & Jacobson LLP, Attn: Jason Kanterman, Esq., One New York Plaza, New York, New York 10004, attorney for RXR, on or before **February 13, 2024 at 4:00 p.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that a proposed form of Order also accompanies this Notice of Motion.

PLEASE TAKE FURTHER NOTICE that only those responses or objections that are timely filed, served, and received will be considered at the Hearing. Failure to file a timely objection may result in entry of a final order granting the Motion as requested by RXR.

PLEASE TAKE FURTHER NOTICE that unless objections are timely filed and served, the Motion shall be decided on the papers in accordance with D.N.J. LBR 9013-3(d) and the relief requested may be granted without further notice or hearing.

PLEASE TAKE FURTHER NOTICE that copies of all documents filed in these chapter 11 cases may be obtained free of charge by visiting the website of Epiq Corporate Restructuring,

LLC at <https://dm.epiq11.com/case/wework/>. You may also obtain copies of pleadings by visiting the Court's website at <https://www.njb.uscourts.gov> in accordance with the procedures and fees set forth therein RXR submits that no brief is necessary on the Motion because the Motion does not raise any novel issues of law.

Dated: January 30, 2024
New York, New York

By: Jason S. Kanterman

Jennifer L. Rodburg, Esq. (*Pro Hac Vice* pending)
Ryan A. Berger, Esq. (*Pro Hac Vice* pending)
Jason Kanterman, Esq
**FRIED, FRANK, HARRIS, SHRIVER &
JACOBSON LLP**
One New York Plaza
New York, New York 10004
Telephone: (212) 859-8000
Facsimile: (212) 859-4000
Email: Jennifer.Rodburg@friedfrank.com
Ryan.Berger@friedfrank.com
Jason.Kanterman@friedfrank.com

Counsel to RXR Atlas LLC

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

Caption in Compliance with D.N.J. LBR 9004-1

FRIED, FRANK, HARRIS,

SHRIVER & JACOBSON LLP

Jennifer L. Rodburg, Esq. (*Pro Hac Vice* pending)

Ryan A. Berger, Esq. (*Pro Hac Vice* pending)

Jason Kanterman, Esq.

One New York Plaza

New York, New York 10004

Telephone: (212) 859-8000

Facsimile: (212) 859-4000

Email: Jennifer.Rodburg@friedfrank.com

Ryan.Berger@friedfrank.com

Jason.Kanterman@friedfrank.com

Counsel for RXR Atlas LLC

In re:

WEWORK, INC., *et al.*,

Debtors.¹

Chapter 11 Case No. 23-19865 (JKS)

(Jointly Administered)

HEARING DATE:

February 20, 2024 at 2:00 p.m. (ET)

OBJECTION DEADLINE:

February 13, 2024 at 4:00 p.m. (ET)

**MOTION OF RXR ATLAS LLC FOR ORDER COMPELLING THE
DEBTORS TO PAY POST-PETITION RENT AND RELATED CHARGES
OWED UNDER UNEXPIRED LEASE OF NONRESIDENTIAL REAL PROPERTY**

TO THE HONORABLE JOHN K. SHERWOOD:

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

RXR Atlas LLC (“RXR”), a landlord in the above-captioned chapter 11 cases, by and through its undersigned attorneys, hereby files this motion (this “Motion”) for the entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”) to compel the Debtors (as defined below) to pay post-petition rent and related charges owed under an unexpired lease of nonresidential real property pursuant to 11 U.S.C. §§ 365(d)(3) and 503(b). In support of this Motion, RXR respectfully states as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this Motion pursuant to 28 U.S.C. § 157(b) and § 1334(b). Venue before this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

2. This is a core proceeding arising under title 11 of the United States Code (the “Bankruptcy Code”), which this Court has authority to hear and determine pursuant to 28 U.S.C. § 157(b)(2).

3. Relief is requested herein pursuant to sections 365 and 503 of the Bankruptcy Code, Rules 9013 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rule 9013-1 of the Bankruptcy Local Rules for the United States Bankruptcy Court for the District of New Jersey (the “Local Rules”), and the case management procedures approved by this Court in these chapter 11 cases.

BACKGROUND

4. On November 6, 2023, WeWork Inc., the above-captioned debtor and debtor-in-possession, and multiple of its affiliates (collectively, the “Debtors”), including the relevant Debtor-affiliate for this Motion, 75 Rock PLZ Tenant LLC (the “Tenant Debtor”), filed their voluntary petitions for relief, commencing bankruptcy cases under chapter 11 of the Bankruptcy

Code.

5. Pursuant to the *Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief* [Dkt. No. 1116], the Debtors' chapter 11 cases are being jointly administered for procedural purposes only.

6. On November 16, 2023, the Official Committee of Unsecured Creditors (the "Committee") was appointed [Dkt. No. 150].²

7. The Debtors continue to manage and operate their businesses as debtors-in-possession under sections 1107 and 1108 of the Bankruptcy Code.

8. On November 9, 2023, the Court entered the *Interim Order (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection, (III) Scheduling a Final Hearing, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* [Dkt. No. 103] (the "Interim Cash Collateral Order"). The Debtors' initial cash collateral budget (the "Debtors' Budget") attached as Exhibit 1 to the Interim Cash Collateral Order shows anticipated rent payments for the month of January amounting to \$78 million to be paid the week of January 5, 2024, with \$75 million in cash on hand after such \$78 million of January rent payments. A true and correct copy of the Debtors' Budget is attached and incorporated herein as **Exhibit B**.

9. Although the Debtors subsequently have filed motions to reject certain of their unexpired leases, as of the date of the filing of this Motion, the Debtors have not filed a motion to assume or reject the unexpired lease between the Tenant Debtor and RXR.

² RXR understands that the Committee would generally support this Motion, in line with the Committee's support of other similarly situated landlords' motions to compel post-petition rent payments with respect to unexpired leases that have not been rejected by the Debtors. See *Official Committee of Unsecured Creditors' Statement in Support of the Landlords' Motions to Compel Rent Payment* [Dkt. No. 1194] (the "Committee Statement"). RXR adopts and herein incorporates all of the statements and arguments raised by the Committee Statement into this Motion.

A. The Debtors' Obligations under the Lease

10. On February 14, 2019, the Tenant Debtor entered into a lease (as later amended, the "Lease") with RXR for space in an office building located at 75 Rockefeller Plaza, New York, New York 10104 (the "Property"). Due to the volume and confidential nature of the Lease and the Debtors' possession of a copy of such Lease, a true and correct copy of the Lease is not appended herein but is available upon request from parties in interest or this Court.

11. Under the Lease, the Tenant Debtor agreed to rent certain floors of the Property for a term of fifteen years, in exchange for paying Fixed Rent (as defined in the Lease) in equal monthly installments on the first day of each month. The Lease also requires the Tenant Debtor to pay Additional Rent, which includes Tax Payments, Expense Payments, and all other sums of money, other than Fixed Rent, payable by the Tenant Debtor under the Lease (each as defined in the Lease).

12. In conjunction with entering into the Lease, Debtor WeWork Companies Inc. guaranteed the Tenant Debtor's payment of all of its obligations under the Lease.

13. Under the Lease, the Tenant Debtor currently owes RXR \$541,750.09 in monthly Fixed Rent for January 2024, which was due on January 1, 2024, and will soon owe RXR an additional \$541,750.09 in monthly Fixed Rent for February 2024, which will be due on February 1, 2024. Under the Lease, the Tenant Debtor currently owes RXR \$254,009.75 in monthly Additional Rent for January 2024 and will soon owe RXR an additional \$44,521.33 in monthly Additional Rent for February 2024.

B. Non-Payment of Post-Petition Rent Under the Lease

14. Since the filing of these chapter 11 cases, the Debtors have made only a single payment to RXR under the Lease—a payment of \$552,556.95 on November 30, 2023, for Fixed

Rent and Additional Rent for the month of December 2023.

15. Despite their clear obligations under the Bankruptcy Code, the Debtors have failed to pay Fixed Rent and Additional Rent as and when due under the Lease totaling \$795,759.84 for the month of January 2024 (the “Post-Petition Amount Due”) and soon will owe an additional \$586,271.42 for Fixed Rent and Additional Rent for the month of February 2024. A true and correct copy of RXR’s *January Rent Statement* to the Tenant Debtor is attached and incorporated herein as **Exhibit C**.

16. On January 10, 2024, after the due date for payment of the Post-Petition Amount Due under the Lease, RXR’s counsel reached out to the Debtors’ advisors regarding the missed payment. RXR’s counsel reached out numerous times before the filing of this Motion in an effort to resolve the matter consensually with payment in full of the Post-Petition Amount Due. Despite repeated representations by the Debtors’ advisors that they were looking into the matter, no payment was forthcoming. As a result, RXR was compelled to file this Motion seeking the assistance of this Court.

RELIEF REQUESTED

17. Section 365(d)(3) of the Bankruptcy Code requires debtors to continue to perform their obligations under their unexpired leases of nonresidential real property. *See* 11 U.S.C. § 365(d)(3). Nevertheless, here, the Debtors have willfully failed to pay the Post-Petition Amount Due under the Lease.

18. Accordingly, RXR respectfully requests that this Court enter an order requiring the Debtors to immediately perform their obligations under the Lease, including, without limitation, to pay RXR the unpaid Post-Petition Amount Due within two business days of entry of such order.

19. In addition, RXR further requests that this Court award to RXR its reasonable

attorneys' fees and costs incurred in connection with the post-petition enforcement of RXR's rights under the Lease, including its costs to prepare this Motion, pursuant to the terms of the Lease.

DISCUSSION

A. Non-Payment of Post-Petition Rent Under the Lease

20. Section 365(d)(3) of the Bankruptcy Code provides, in pertinent part, that:

[t]he [debtor-in-possession] shall timely perform all the obligations of the debtor . . . arising from and after the order for relief under any unexpired lease of nonresidential property, until such lease is assumed or rejected, notwithstanding section 503(b)(1) of this title.

11 U.S.C. § 365(d)(3) (emphasis added).

21. A debtor is required to pay all amounts that come due post-petition under a commercial real estate lease automatically, without any need for the landlord to first demonstrate that such amounts constitute "actual necessary costs and expenses of preserving the estate" as is required for the payment of an administrative claim under section 503(b)(1) of the Bankruptcy Code. The Third Circuit has stated:

Section 503(b)(1) is specifically mentioned in § 365(d)(3). The provision imposes the duties discussed in *Montgomery Ward* "notwithstanding section 503(b)(1) of [the Bankruptcy Code]." 11 U.S.C. § 365(d)(3). The key word here is "notwithstanding." It means "in spite of" or "without prevention or obstruction from or by." *Webster's Third New Int'l Dictionary* 1545 (1971). In this context, § 365(d)(3) is best understood as an exception to the general procedures of § 503(b)(1) that ordinarily apply.

In re Goody's Fam. Clothing Inc., 610 F.3d 812, 817 (3d Cir. 2010).

22. Section 365(d)(3) of the Bankruptcy Code protects landlords of nonresidential real property by requiring debtors-in-possession to perform their post-petition obligations, including rent payments under such leases as they become due during the post-petition period. *See, e.g., Centerpoint Props. v. Montgomery Ward Holding Corp. (In Re Montgomery Ward Holding Corp.)*, 268 F.3d 205, 208-09, 211 (3rd Cir. 2001); *Hertz Gateway Ctr., L.P. v. KDA Grp., Inc. (In re KDA*

Grp., Inc.), 574 B.R. 556, 558-59 (Bankr. W.D. Penn. 2017). In reviewing the legislative history, the Third Circuit in *Montgomery Ward* confirmed that “Congress intended that the debtor in possession perform all the obligations . . . at the time required in the lease.” *Montgomery Ward*, 268 F.3d at 211 (internal quotation marks omitted). Thus, the obligation to pay is immediate and automatic. *See also In re Valley Media, Inc.*, 290 B.R. 73, 77 (Bankr. D. Del. 2003) (upholding the requirement for immediate payment and the landlord’s right to retain such payments even when faced with a debtor’s subsequent administrative insolvency).

23. Despite the Debtors’ clear noncompliance with their obligations to landlords as mandated by the Bankruptcy Code, the Debtors are fully aware of such obligations. As set forth in the Debtors’ Budget, the Debtors allocated \$78 million for the payment of January rents, leaving a positive projected cash balance of \$75 million after such \$78 million rent payments. The Debtors’ Budget, filed publicly as an exhibit to the Interim Cash Collateral Order, was essentially the Debtors’ way of representing to, and assuring, their landlords and other parties in interest that they will make the January rent payments for their unexpired leases that have not yet been rejected. Indeed, the Debtors have more than sufficient cash to pay RXR the Post-Petition Amount Due and have no valid reason to withhold the Post-Petition Amount Due. As such while possessing the ability to pay, the Debtors’ withholding of the Post-Petition Amount Due is a clear and flagrant violation of section 365(d)(3) of the Bankruptcy Code.

24. Here, the Debtors purposefully and intentionally elected not to pay January rent to many of their landlords, as what appears to be both a negotiating tactic to apply pressure on such landlords to agree to lease concessions and a means to reduce the Debtors’ cash expenses during these chapter 11 cases. Indeed, there have been numerous motions to compel payment of January rent filed by various of the Debtors’ similarly situated landlords – all with respect to unexpired

leases that the Debtors have not yet sought to reject and for which the Debtors have not provided a justifiable explanation for withholding such statutorily required rent payments. Moreover, the Committee came out strongly in favor of the Debtors' landlords and against the Debtors with respect to this issue in the Committee Statement, wherein the Committee rebukes the Debtors for withholding payment of January rent in violation of their statutory obligations under the Bankruptcy Code and asserts that the Debtors are manipulating the bankruptcy process by using strong-arm tactics with certain of their landlords in order to receive the benefit of their leases without paying the administrative expense rent claims with respect thereto. Withholding or delaying payments required of the Debtors by the Bankruptcy Code to gain leverage in negotiations is simply wrong; forcing the Debtors' landlords to finance these chapter 11 cases is equally improper and unjustified.

25. Pursuant to the Lease, the Tenant Debtor is obligated to pay RXR Fixed Rent and Additional Rent on the first day of each month. As such, the Debtors should have paid the Post-Petition Amount Due on January 1, 2024 (and should pay the Fixed Rent and Additional Rent for the month of February 2024 on February 1, 2024). *See* 11 U.S.C. § 365(d)(3).

26. As set forth in the *Declaration of Cindy Osmundson in Support of the Motion of RXR Atlas LLC for Order Compelling the Debtors to Pay Post-Petition Rent and Related Charges Owed Under Unexpired Lease of Nonresidential Real Property* (the "Osmundson Declaration") attached hereto as **Exhibit D**, despite its non-payment of the Post-Petition Amount Due, the Tenant Debtor remains in possession of, and continues to use, the floors it is leasing in the Property. As such, the Tenant Debtor remains obligated to RXR under the Lease and must pay all obligations arising thereunder, including, without limitation, the Post-Petition Amount Due, and must make any other payments that come due in the future, until, if applicable, the effective date of a rejection

of the Lease. When counsel to RXR reached out to the Debtors on behalf of RXR to inquire about the reason for the Debtors' failure to pay the Post-Petition Amount Due, such repeated inquiries were met with the repeated assertion that the Debtors were looking into the matter, rather than simple payment of the Post-Petition Amount Due.

27. As of the date of the filing of this Motion, the Debtors have not sought to reject the Lease. And even if the Debtors ultimately seek to reject the Lease, such rejection would not be effective until this Court enters an order authorizing the Debtors to reject the Lease. If the Lease is ultimately rejected by an order of this Court, the Debtors will nevertheless remain liable for the payment of the Post-Petition Amount Due. Given the Debtors' unequivocal statutory duty under section 365(d)(3) of the Bankruptcy Code, RXR respectfully requests that this Court order the Debtors to immediately pay RXR the unpaid Post-Petition Amount Due.

B. Attorneys' Fees

28. Pursuant to the terms of the Lease, including section 21.3 of the Lease, RXR is entitled to its reasonable attorneys' fees and costs incurred in connection with its post-petition enforcement of its rights under the Lease, including the costs to prepare this Motion. *See In re Pelican Pool*, No. 05-22983 (DHS), 2009 Bankr. LEXIS 4623, at *47 (Bankr. D.N.J. July 27, 2009) (holding that the landlord was entitled to post-petition, pre-rejection attorneys' fees for the trustee's nonpayment of rent, additional rent, and use and occupancy under section 365(d)(3) of the Bankruptcy Code when the lease provided for such payment under applicable state law).

29. The Debtors' continuing refusal to pay the Post-Petition Amount Due has forced RXR and its counsel to expend material time and effort, including repeated inquiries and discussions with the Debtors about the failure to pay the Post-Petition Amount Due and the preparation and filing of this Motion.

30. Given the Debtors' affirmative duty under section 365(d)(3) of the Bankruptcy Code to perform all post-petition obligations under the Lease, the Debtors' violation of the Bankruptcy Code, and the lack of communication and a clear basis from the Debtors with respect to failing to pay the Post-Petition Amount Due, RXR had no other choice than to enforce its post-petition rights under the law and respectfully requests that this Court grant reasonable attorneys' fees to RXR, payable by the Debtors.

JOINDER AND RESERVATION OF RIGHTS

31. RXR joins in the requests filed by other similarly situated landlords' motions to compel post-petition rent payments with respect to unexpired leases that have not been rejected by the Debtors to the extent they are not inconsistent with this Motion.

32. RXR expressly reserves any and all rights to supplement or amend this Motion and make any other requests or objections to further relief sought by the Debtors, including in relation to any proposed rejection, assumption, assumption and assignment, or sale of the Lease.

WAIVER OF MEMORANDUM OF LAW REQUIREMENT

33. RXR respectfully requests a waiver of the requirement to file a separate memorandum of law pursuant to Local Rule 9013-1(a)(3) because the legal basis upon which RXR relies is incorporated herein and this Motion does not raise any novel issues of law.

[remainder of the page intentionally left blank]

CONCLUSION

WHEREFORE, RXR respectfully requests the entry of an order, substantially in the form of the Proposed Order attached hereto as **Exhibit A**, (i) requiring the Debtors to comply with their obligations under section 365(d)(3) of the Bankruptcy Code, including, without limitation, to immediately pay the Post-Petition Amount Due; (ii) requiring the Debtors to pay RXR's reasonable attorneys' fees and costs, including the costs to prepare and file this Motion; and (iii) granting any other relief this Court deems just and proper.

Dated: January 30, 2024

By: /s/ Jason S. Kanterman
**FRIED, FRANK, HARRIS,
SHRIVER & JACOBSON LLP**
Jennifer L. Rodburg, Esq. (*Pro Hac Vice* pending)
Ryan A. Berger, Esq. (*Pro Hac Vice* pending)
Jason Kanterman, Esq.
One New York Plaza
New York, New York 10004
Telephone: (212) 859-8000
Facsimile: (212) 859-4000
Email: Jennifer.Rodburg@friedfrank.com
Ryan.Berger@friedfrank.com
Jason.Kanterman@friedfrank.com

Counsel for RXR Atlas LLC

EXHIBIT A

Proposed Order

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

Caption in Compliance with D.N.J. LBR 9004-1

FRIED, FRANK, HARRIS,

SHRIVER & JACOBSON LLP

Jennifer L. Rodburg, Esq. (*Pro Hac Vice* pending)

Ryan A. Berger, Esq. (*Pro Hac Vice* pending)

Jason Kanterman, Esq.

One New York Plaza

New York, New York 10004

Telephone: (212) 859-8000

Facsimile: (212) 859-4000

Email: Jennifer.Rodburg@friedfrank.com

Ryan.Berger@friedfrank.com

Jason.Kanterman@friedfrank.com

Counsel for RXR Atlas LLC

In re:

WEWORK, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-19865 (JKS)

(Jointly Administered)

**ORDER COMPELLING THE DEBTORS TO PAY POST-PETITION
RENT AND RELATED CHARGES OWED UNDER UNEXPIRED
LEASE OF NONRESIDENTIAL REAL PROPERTY TO RXR ATLAS LLC**

The relief set forth on the following pages is hereby **ORDERED**.

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

Upon consideration of the *Motion of RXR Atlas LLC for Order Compelling the Debtors to Pay Post-Petition Rent and Related Charges Owed Under Unexpired Lease of Nonresidential Real Property* (the “Motion”)² filed by RXR Atlas LLC (“RXR”) as landlord under the Lease, and it appearing to the Court that all of the requirements of sections 365(d)(3) and 503(b) of the Bankruptcy Code, as well as the Bankruptcy Rules and the Local Rules, have been satisfied; and it further appearing that the relief sought herein is reasonable and necessary; and the notice of the Motion having been reasonable and appropriate; and after due deliberation and sufficient and good cause appearing therefore;

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED**.
2. The Debtors shall pay to RXR the Post-Petition Amount Due, which is due and payable under the Lease in the amount of \$795,759.84, as an allowed administrative expense claim pursuant to section 503(b) of the Bankruptcy Code, within two (2) business days of entry of this Order.
3. The Debtors shall perform all post-petition obligations under the Lease in a timely manner going forward unless and until the Lease is rejected and the Property is surrendered.
4. The Debtors shall pay to RXR all reasonable costs and attorneys’ fees accrued in connection with the post-petition enforcement of RXR’s rights under the Lease, including its costs to prepare and prosecute the Motion, within two (2) business days of entry of this Order.
5. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Motion

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

or otherwise waived.

6. The Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

EXHIBIT B

Debtors' Budget

| Week Ending: Week #: | 10-Nov 1 | 17-Nov 2 | 24-Nov 3 | 1-Dec 4 | 8-Dec 5 | 15-Dec 6 | 22-Dec 7 | 29-Dec 8 | 5-Jan 9 | 12-Jan 10 | 19-Jan 11 | 26-Jan 12 | 2-Feb 13 | Total |
|---|---------------|--------------|---------------|---------------|---------------|---------------|---------------|--------------|---------------|---------------|---------------|--------------|---------------|----------------|
| Total Receipts | \$23 | \$11 | \$13 | \$18 | \$59 | \$12 | \$8 | \$13 | \$62 | \$13 | \$9 | \$10 | \$35 | \$283 |
| Operating Disbursements | | | | | | | | | | | | | | |
| Rent | (17) | - | - | (54) | (24) | - | - | - | (78) | - | - | - | (43) | (217) |
| OpEx & Payroll and Related | (10) | (9) | (19) | (10) | (16) | (18) | (14) | (7) | (14) | (15) | (13) | (7) | (16) | (167) |
| Operating Disbursements | (\$27) | (\$9) | (\$19) | (\$64) | (\$41) | (\$18) | (\$14) | (\$7) | (\$92) | (\$15) | (\$13) | (\$7) | (\$60) | (\$384) |
| Operating Cash Flow | (\$4) | \$1 | (\$7) | (\$47) | \$18 | (\$5) | (\$6) | \$6 | (\$31) | (\$2) | (\$4) | \$3 | (\$25) | (\$101) |
| Professional Fees ¹ | - | - | - | (1) | (1) | (0) | (3) | - | (9) | (3) | - | - | - | (17) |
| Other Restructuring Costs | (1) | - | - | - | - | - | - | - | - | - | - | - | - | (1) |
| Total Adjustments | (\$1) | - | - | (\$1) | (\$1) | (\$0) | (\$3) | - | (\$9) | (\$3) | - | - | - | (\$18) |
| Net Cash Flow | (\$5) | \$1 | (\$7) | (\$47) | \$17 | (\$6) | (\$9) | \$6 | (\$40) | (\$5) | (\$4) | \$3 | (\$25) | (\$119) |
| Beginning Cash | \$164 | \$159 | \$160 | \$154 | \$106 | \$124 | \$118 | \$109 | \$115 | \$75 | \$71 | \$66 | \$69 | \$164 |
| Net Cash Flow | (5) | 1 | (7) | (47) | 17 | (6) | (9) | 6 | (40) | (5) | (4) | 3 | (25) | (119) |
| Intercompany Receipts / (Disbursements) | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Ending Cash | \$159 | \$160 | \$154 | \$106 | \$124 | \$118 | \$109 | \$115 | \$75 | \$71 | \$66 | \$69 | \$45 | \$45 |

(1) Includes US Trustee fees

EXHIBIT C

January Rent Statement



RXR Realty c/o CBRE
58 South Service Road, Suite 410
Melville, NY 11747

| | |
|--------------|----------------|
| DATE | 01/01/24 |
| ACCOUNT NO. | |
| AMOUNT DUE | \$1,268,763.89 |
| STATEMENT NO | 093538 |

RE : 75 Rockefeller Plaza
New York, NY 10019

STATEMENT

75 Rock Plz Tenant LLC
Global Lease Administration
12 East 49th Street, 3rd Floor
New York, NY 10017

AR INQUIRY DESK
(732) 378-2390

Reflects Payments Processed Through 12/21/23

| DATE | Ctrl# | ITEM DESCRIPTION | AMOUNT |
|----------|---------|---|----------------|
| 11/30/23 | 523287 | Previous Balance : | 1,185,099.40 |
| 12/08/23 | 1692959 | Payment received - WT 11/30/23 | -552,556.95 |
| 12/08/23 | 1692960 | Late Fee, 7.5% of \$632542.46 | 47,440.68 |
| 01/01/24 | 1700247 | Late Fee(2), 5% of \$632542.46 | 31,627.12 |
| 01/01/24 | 1700248 | Operating Exp (01/2024) - Various Units | 10,806.86 |
| 01/01/24 | 1700249 | Rent (01/2024) - Various Units | 623,000.00 |
| 01/01/24 | 1700250 | Rent Free Occup (01/2024) - Various Units | - 18,949.91 |
| 01/02/24 | 1689414 | Rent Free Occup (01/2024) - Various Units | - 62,300.00 |
| 01/02/24 | 1689445 | ELECTRIC SUB-METER 10/10/2023-11/07/2023 | 4,182.45 |
| 01/02/24 | 1697866 | ELECTRIC SUB-METER 10/10/2023-11/07/2023 | 371.19 |
| 01/02/24 | 1697867 | Access Card (W/O # [REDACTED] 3510) | 40.11 |
| 01/02/24 | 1697867 | Access Card (W/O # [REDACTED] 3510) - Sales Tax | 2.94 |
| TOTAL: | | | \$1,268,763.89 |

75 Rock Plz Tenant LLC
Global Lease Administration
12 East 49th Street, 3rd Floor
New York, NY 10017

| | |
|-------------|----------------|
| DATE | 01/01/24 |
| ACCOUNT NO. | |
| AMOUNT DUE | \$1,268,763.89 |

Payment by Mail:

RXR ATLAS LLC
PO Box 411357
Boston, MA 02241-1357

Payment by Wire :

Account Name : RXR Atlas LLC
Bank : Bank of America N.A.
ABA Wires : 026009593
ABA for ACH : 021000322
Account Number : [REDACTED]
SWIFT Code : BOFAUS3N
Notice must be sent to RXRARInquiry@cbre.com

WeWork
75 Rockefeller Plaza
New York, NY 10019
Floors 8-11

Exhibit C

Billing Period: Nov 07, 2023
Page 3 of 8
28 Days in period

ACCOUNT NUMBER:

[REDACTED]

\$4,553.64

Total Due

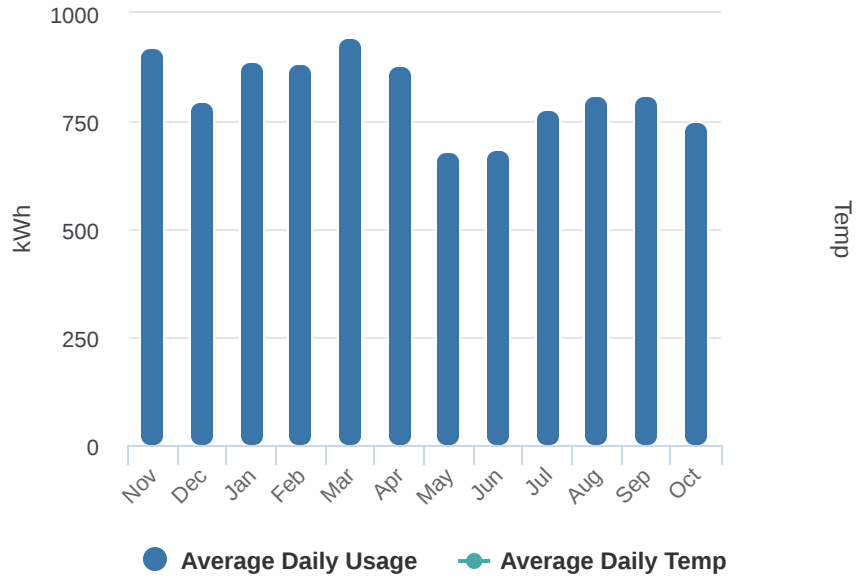


Electricity Charges Details

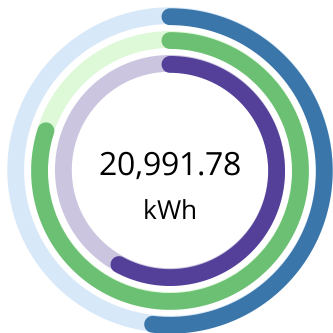
| | |
|--|-----------------|
| Total Usage (kWh) | 20,991.78 |
| Total Demand (KW) | 69.610 |
| Base Charge (ConEd - Electric) | \$2,037.77 |
| Supplier Charge (Constellation Energy) | \$2,022.85 |
| Landlord Fee | 3% \$121.83 |
| Meter Read Fee | \$0.00 |
| Other Fee | \$0.00 |
| Total Cost (before sales tax) | \$4,182.45 |
| Sales Tax | 8.875% \$180.85 |
| Dereg Sales Tax | 8.875% \$179.53 |
| Fees Subtotal Sales Tax | \$10.81 |
| Supplemental Charges | \$0.00 |
| CR/DR Adjustment | \$0.00 |
| Total Electricity Charge | \$4,553.64 |



Total Electricity Usage



Utility Comparison



- 20,991.78 kWh Current Month
- 32,415.53 kWh Same Month Last Year
- 23,485.32 kWh Last Month

You Used **10.62 %** ↓ Compared to last month's usage.

You Used **35.25 %** ↓ Compared to the same month last year

Detach and return with payment

WeWork
75 Rockefeller Plaza
New York, NY 10019

ACCOUNT NUMBER: KZ75R

Make check payable and mail to:

RXR ATLAS LLC
PO Box 411357
Boston, MA 02241-1357

TOTAL AMOUNT DUE: **\$4,553.64**

75 Rockefeller Plaza
New York, NY 10019
Floors 8-11

Exhibit C

Billing Period:
Page 4 of 8
01/01/23 - Nov 07, 2023
28 Days in period

ACCOUNT NUMBER:

[REDACTED]

\$4,553.64

Total Due

Electricity Rate Group 10 - RA9T

| Usage & Demand | | |
|-------------------|------------|------------|
| Total KWH | | 5,286.23 |
| On Peak (KWH) | | 0.00 |
| Off Peak (KWH) | | 0.00 |
| Mid Peak (KWH) | | 0.00 |
| Demand (KW) | | 15.580 |
| Charges | | |
| Base Charge | | \$471.81 |
| Supplier Charge | \$0.096364 | \$509.40 |
| Charge Sub Total | | \$981.21 |
| Fees | | |
| Landlord Fee | 3.00% | \$29.44 |
| Meter Read Fee | | \$0.00 |
| Other Fees | | \$0.00 |
| Fees Sub Total | | \$29.44 |
| Taxes | | |
| Sales Tax | 8.875% | \$41.87 |
| Dereg Sales Tax | 8.875% | \$45.21 |
| Fees Sub Total ST | 8.875% | \$2.61 |
| Taxes Sub Total | | \$89.69 |
| Total Charge | | \$1,100.34 |

| Meter Details | | | | | | Contains 3 Meters |
|--------------------------------------|------|-----------|-----------|------------|------|----------------------|
| 3218514003 (ACT) — 10th Floor E.C... | | | | | | Total Usage 2,160.34 |
| Unit | Peak | Prior | Present | Multiplier | TPS% | Total |
| KWH | STD | 85,241.64 | 87,401.97 | 1 | 100 | 2,160.34 |
| KW | STD | - | 6.240 | 1 | 100 | 6.240 |
| 3219015019 (ACT) — 10th Floor E.C... | | | | | | Total Usage 1,474.30 |
| Unit | Peak | Prior | Present | Multiplier | TPS% | Total |
| KWH | STD | 66,798.54 | 68,272.83 | 1 | 100 | 1,474.30 |
| KW | STD | - | 4.740 | 1 | 100 | 4.740 |
| 3219015022 (ACT) — 10th Floor E.C... | | | | | | Total Usage 1,651.60 |
| Unit | Peak | Prior | Present | Multiplier | TPS% | Total |
| KWH | STD | 52,036.35 | 53,687.95 | 1 | 100 | 1,651.60 |
| KW | STD | - | 4.600 | 1 | 100 | 4.600 |

Electricity Rate Group 11 - RA9T

| Usage & Demand | | |
|-------------------|------------|----------|
| Total KWH | | 3,342.97 |
| On Peak (KWH) | | 0.00 |
| Off Peak (KWH) | | 0.00 |
| Mid Peak (KWH) | | 0.00 |
| Demand (KW) | | 14.080 |
| Charges | | |
| Base Charge | | \$388.03 |
| Supplier Charge | \$0.096364 | \$322.14 |
| Charge Sub Total | | \$710.17 |
| Fees | | |
| Landlord Fee | 3.00% | \$21.31 |
| Meter Read Fee | | \$0.00 |
| Other Fees | | \$0.00 |
| Fees Sub Total | | \$21.31 |
| Taxes | | |
| Sales Tax | 8.875% | \$34.44 |
| Dereg Sales Tax | 8.875% | \$28.59 |
| Fees Sub Total ST | 8.875% | \$1.89 |
| Taxes Sub Total | | \$64.92 |
| Total Charge | | \$796.40 |

| Meter Details | | | | | | Contains 4 Meters |
|--------------------------------------|------|-----------|-----------|------------|------|----------------------|
| 3219015009 (ACT) — 11th Floor E.C... | | | | | | Total Usage 810.21 |
| Unit | Peak | Prior | Present | Multiplier | TPS% | Total |
| KWH | STD | 54,477.79 | 55,288.00 | 1 | 100 | 810.21 |
| KW | STD | - | 3.060 | 1 | 100 | 3.060 |
| 3219015021 (ACT) — 11th Floor E.C... | | | | | | Total Usage 1,368.69 |
| Unit | Peak | Prior | Present | Multiplier | TPS% | Total |
| KWH | STD | 73,838.09 | 75,206.78 | 1 | 100 | 1,368.69 |
| KW | STD | - | 5.460 | 1 | 100 | 5.460 |
| 3219015024 (ACT) — 11th Floor E.C... | | | | | | Total Usage 923.55 |
| Unit | Peak | Prior | Present | Multiplier | TPS% | Total |
| KWH | STD | 44,719.43 | 45,642.99 | 1 | 100 | 923.55 |
| KW | STD | - | 4.910 | 1 | 100 | 4.910 |
| 3219031001 (ACT) — 11th Floor E.C... | | | | | | Total Usage 240.51 |
| Unit | Peak | Prior | Present | Multiplier | TPS% | Total |
| KWH | STD | 18,698.85 | 18,939.36 | 1 | 100 | 240.51 |
| KW | STD | - | 0.650 | 1 | 100 | 0.650 |

| Usage & Demand | | |
|-------------------|------------|------------|
| Total KWH | | 4,788.77 |
| On Peak (KWH) | | 0.00 |
| Off Peak (KWH) | | 0.00 |
| Mid Peak (KWH) | | 0.00 |
| Demand (KW) | | 18.170 |
| Charges | | |
| Base Charge | | \$513.44 |
| Supplier Charge | \$0.096364 | \$461.47 |
| Charge Sub Total | | \$974.91 |
| Fees | | |
| Landlord Fee | 3.00% | \$29.25 |
| Meter Read Fee | | \$0.00 |
| Other Fees | | \$0.00 |
| Fees Sub Total | | \$29.25 |
| Taxes | | |
| Sales Tax | 8.875% | \$45.57 |
| Dereg Sales Tax | 8.875% | \$40.95 |
| Fees Sub Total ST | 8.875% | \$2.60 |
| Taxes Sub Total | | \$89.12 |
| Total Charge | | \$1,093.28 |

| Meter Details | | | | | | Contains 5 Meters |
|--------------------------------------|------|------------|------------|------------|------|----------------------|
| 3218434012 (ACT) — 8th Floor E.C.A | | | | | | Total Usage 87.05 |
| Unit | Peak | Prior | Present | Multiplier | TPS% | Total |
| KWH | STD | 46,448.44 | 46,535.48 | 1 | 100 | 87.05 |
| KW | STD | - | 0.380 | 1 | 100 | 0.380 |
| 3218434013 (ACT) — 8th Floor E.C.A | | | | | | Total Usage 792.31 |
| Unit | Peak | Prior | Present | Multiplier | TPS% | Total |
| KWH | STD | 99,793.39 | 100,585.70 | 1 | 100 | 792.31 |
| KW | STD | - | 5.580 | 1 | 100 | 5.580 |
| 3219015007 (ACT) — 8th Floor E. C... | | | | | | Total Usage 343.00 |
| Unit | Peak | Prior | Present | Multiplier | TPS% | Total |
| KWH | STD | 55,835.51 | 56,178.52 | 1 | 100 | 343.00 |
| KW | STD | - | 0.740 | 1 | 100 | 0.740 |
| 3219015014 (ACT) — 8th Floor E. C... | | | | | | Total Usage 2,490.38 |
| Unit | Peak | Prior | Present | Multiplier | TPS% | Total |
| KWH | STD | 171,314.91 | 173,805.29 | 1 | 100 | 2,490.38 |
| KW | STD | - | 9.180 | 1 | 100 | 9.180 |
| 3219015017 (ACT) — 8th Floor E. C... | | | | | | Total Usage 1,076.02 |
| Unit | Peak | Prior | Present | Multiplier | TPS% | Total |
| KWH | STD | 60,276.38 | 61,352.41 | 1 | 100 | 1,076.02 |
| KW | STD | - | 2.290 | 1 | 100 | 2.290 |

Electricity Rate Group 9 - RA9T

| Usage & Demand | | |
|-------------------|------------|------------|
| Total KWH | | 7,573.81 |
| On Peak (KWH) | | 0.00 |
| Off Peak (KWH) | | 0.00 |
| Mid Peak (KWH) | | 0.00 |
| Demand (KW) | | 21.780 |
| Charges | | |
| Base Charge | | \$664.49 |
| Supplier Charge | \$0.096364 | \$729.84 |
| Charge Sub Total | | \$1,394.33 |
| Fees | | |
| Landlord Fee | 3.00% | \$41.83 |
| Meter Read Fee | | \$0.00 |
| Other Fees | | \$0.00 |
| Fees Sub Total | | \$41.83 |
| Taxes | | |
| Sales Tax | 8.875% | \$58.97 |
| Dereg Sales Tax | 8.875% | \$64.78 |
| Fees Sub Total ST | 8.875% | \$3.71 |
| Taxes Sub Total | | \$127.46 |
| Total Charge | | \$1,563.62 |

| Meter Details | | | | | | Contains 5 Meters |
|--------------------------------------|------|------------|------------|------------|------|----------------------|
| 3218513014 (ACT) — 9th Floor E. C... | | | | | | Total Usage 4,595.23 |
| Unit | Peak | Prior | Present | Multiplier | TPS% | Total |
| KWH | STD | 179,233.10 | 183,828.33 | 1 | 100 | 4,595.23 |
| KW | STD | - | 11.150 | 1 | 100 | 11.150 |
| 3218513021 (ACT) — 9th Floor E.C.A | | | | | | Total Usage 984.43 |
| Unit | Peak | Prior | Present | Multiplier | TPS% | Total |
| KWH | STD | 69,991.51 | 70,975.94 | 1 | 100 | 984.43 |
| KW | STD | - | 4.890 | 1 | 100 | 4.890 |
| 3219015013 (ACT) — 9th Floor E. C... | | | | | | Total Usage 1,059.94 |
| Unit | Peak | Prior | Present | Multiplier | TPS% | Total |
| KWH | STD | 71,477.60 | 72,537.54 | 1 | 100 | 1,059.94 |
| KW | STD | - | 3.330 | 1 | 100 | 3.330 |
| 3219015025 (ACT) — 9th Floor E. C... | | | | | | Total Usage 410.57 |
| Unit | Peak | Prior | Present | Multiplier | TPS% | Total |
| KWH | STD | 71,535.32 | 71,945.89 | 1 | 100 | 410.57 |
| KW | STD | - | 1.460 | 1 | 100 | 1.460 |
| 3219015028 (ACT) — 9th Floor E.C.A | | | | | | Total Usage 523.64 |
| Unit | Peak | Prior | Present | Multiplier | TPS% | Total |
| KWH | STD | 59,717.93 | 60,241.57 | 1 | 100 | 523.64 |
| KW | STD | - | 0.950 | 1 | 100 | 0.950 |

Tenant Request Invoice #010224



KZ: 75 Rockefeller Plaza, New York, NY 10019

Property Management: 212-430-2080

75 Rock Plz Tenant LLC

Period: Exported On December 19, 2023

| Request Type | ID | Requested By | Date Requested | Date Closed | Details |
|--------------|----|--------------|----------------|-------------|---------|
|--------------|----|--------------|----------------|-------------|---------|

Lease #: [REDACTED]

Access Card

[REDACTED] 3510

WeWork Community
Team

Nov 28, 2023

Dec 1, 2023

Attached is the Canine Access Agreement
Form for Natalie Austin (an Employee from
Amazon)'s dog.

Please let me know if it's approved, or if
anything is needed.

Thanks,
Dan

| Qty | Service Provided | Sub Total | Tax | Total |
|-----|----------------------|-----------|--------|---------|
| 1 | Building Access Card | \$40.11 | \$2.94 | \$43.05 |

| | | |
|-------------------------------|-------------------|---------|
| Totals for Access Card | Sub Total: | \$40.11 |
| | Tax: | \$2.94 |
| | Total: | \$43.05 |

Total for Lease [REDACTED]: **\$43.05**

Amount Billed for 75 Rock Plz Tenant LLC: \$43.05

Please remit payment to: **RXR Atlas LLC**
P.O. Box 2369
Hicksville, NY 11802-2369

RXR ATLAS LLC
PO BOX 411357
BOSTON MA 02241-1357

12/20/2023

GLOBAL LEASE ADMINISTRATION
WEWORK COMPANIES LLC
LANDLORDPAYMENTS@WEWORK.COM
12 EAST 49TH STREET, 3RD FLOOR
NEW YORK, NY 10017

ACCOUNT: [REDACTED]
LATE CHARGE PER YOUR LEASE

INVOICE

PAYMENTS ARE DUE ON OR BEFORE THE 1ST OF EACH MONTH. WE HEREWITH INVOICE YOUR ACCOUNT IN ACCORDANCE WITH YOUR LEASE AGREEMENT.

| | | |
|--------------------------------|--------------|--------------------|
| PAST DUE BALANCE: | \$632,542.46 | |
| PAST DUE (0-30 DAYS): | \$79,058.72 | |
| LATE FEE: | \$79,067.80 | |
| INTEREST RATE: | 7.50% | \$47,440.68 |
| GRACE PERIOD: | 7 | |
| 2 ND INTEREST RATE: | 5.00% | \$31,627.12 |
| 2 ND GRACE PERIOD: | 7 | |
| HANDLING FEE: | \$0.00 | \$0.00 |
| LATE CHARGE DUE: | | <u>\$79,067.80</u> |

TIMELY PAYMENTS ARE ESSENTIAL TO MAINTAIN A PREFERRED STANDING WITH YOUR LANDLORD AND OUTSIDE CREDITORS.

PLEASE REMIT \$79,067.80 PAYABLE TO RXR ATLAS LLC AND MAIL TO THE ADDRESS ABOVE OR WIRE TO THE ACCOUNT LISTED BELOW.

PAYMENT BY WIRE:
ACCOUNT NAME: RXR Atlas LLC
BANK: Bank of America N.A.
ABA WIRES: 026009593
ABA FOR ACH: 021000322
ACCOUNT NUMBER: [REDACTED]
SWIFT CODE: BOFAUS3N
NOTICE MUST BE SENT TO ARINQUIRY@RXRREALTY.COM

| INVOICE DATE | POST MONTH | CONTROL NO. | DESCRIPTION | CHARGES | PAYMENTS | AMOUNT OWED |
|-----------------|---------------|----------------|--|------------|-----------|----------------|
| 06/08/2023 | 6/2023 | C-1507817 | LATE FEE, 7.5% OF \$4906.09 | 367.96 | 0.00 | 367.96 |
| 06/08/2023 | 6/2023 | C-1507818 | LATE FEE(2), 5% OF \$4906.09 | 245.30 | 0.00 | 245.30 |
| 08/08/2023 | 8/2023 | C-1571951 | LATE FEE, 7.5% OF \$2508.26 | 188.12 | 0.00 | 188.12 |
| 08/08/2023 | 8/2023 | C-1571952 | LATE FEE(2), 5% OF \$2508.26 | 125.41 | 0.00 | 125.41 |
| 11/01/2023 | 11/2023 | C-1642612 | OPERATING EXP (11/2023) | 10,806.86 | 0.00 | 10,806.86 |
| 11/01/2023 | 11/2023 | C-1642613 | RENT (11/2023) | 623,000.00 | 81,249.91 | 541,750.09 |
| 11/02/2023 | 11/2023 | C-1635816 | GENERAL REPAIRS (W/O #1 [REDACTED] 1504) | 1,927.50 | 0.00 | 1,927.50 |
| 11/02/2023 | 11/2023 | C-1635817 | GENERAL REPAIRS (W/O # [REDACTED] 1504) - SALES TAX | 171.06 | 0.00 | 171.06 |
| 11/02/2023 | 11/2023 | C-1635818 | ALARM SYSTEM (W/O # [REDACTED] 1260) | 368.46 | 0.00 | 368.46 |
| 11/02/2023 | 11/2023 | C-1635819 | ALARM SYSTEM (W/O # [REDACTED] 1260) | 538.26 | 0.00 | 538.26 |
| 11/02/2023 | 11/2023 | C-1635820 | ALARM SYSTEM (W/O # [REDACTED] 1260) - SALES TAX | 72.19 | 0.00 | 72.19 |
| 11/02/2023 | 11/2023 | C-1635821 | ACCESS CARD (W/O # [REDACTED] 5048) | 40.11 | 0.00 | 40.11 |
| 11/02/2023 | 11/2023 | C-1635822 | ACCESS CARD (W/O # [REDACTED] 5048) - SALES TAX | 2.94 | 0.00 | 2.94 |
| 11/08/2023 | 11/2023 | C-1663830 | LATE FEE, 7.5% OF \$553483.74 | 41,511.28 | 0.00 | 41,511.28 |
| 11/08/2023 | 11/2023 | C-1663831 | LATE FEE(2), 5% OF \$553483.74 | 27,674.19 | 0.00 | 27,674.19 |
| 11/30/2023 | 11/2023 | C-1646414 | ELECTRIC SUB-METER 09/11/2023-10/10/2023 | 550.45 | 0.00 | 550.45 |
| 11/30/2023 | 11/2023 | C-1646385 | ELECTRIC SUB-METER 09/11/2023-10/10/2023 | 6,202.28 | 0.00 | 6,202.28 |
| | | | TOTAL | 713,792.37 | 81,249.91 | 632,542.46 |

EXHIBIT D

Osmundson Declaration

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

Caption in Compliance with D.N.J. LBR 9004-1

FRIED, FRANK, HARRIS,

SHRIVER & JACOBSON LLP

Jennifer L. Rodburg, Esq. (*Pro Hac Vice* pending)

Ryan A. Berger, Esq. (*Pro Hac Vice* pending)

Jason Kanterman, Esq.

One New York Plaza

New York, New York 10004

Telephone: (212) 859-8000

Facsimile: (212) 859-4000

Email: Jennifer.Rodburg@friedfrank.com

Ryan.Berger@friedfrank.com

Jason.Kanterman@friedfrank.com

Counsel for RXR Atlas LLC

In re:

WEWORK, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-19865 (JKS)

(Jointly Administered)

**DECLARATION OF CINDY OSMUNDSON IN SUPPORT OF THE
MOTION OF RXR ATLAS LLC FOR ORDER COMPELLING THE
DEBTORS TO PAY POST-PETITION RENT AND RELATED CHARGES
OWED UNDER UNEXPIRED LEASE OF NONRESIDENTIAL REAL PROPERTY**

I, Cindy Osmundson, pursuant to section 1746 of title 28 of the United States Code, hereby
declare the following:

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

1. I am a Portfolio Property Manager of RXR Realty and an authorized signatory for RXR Atlas LLC (“RXR”), a landlord for 75 Rock Plz Tenant LLC (the “Tenant Debtor”) for the space located at 75 Rockefeller Plaza, New York, New York 10104 (the “Property”).

2. Attached to the Motion as **Exhibit C** is the rent statement for the month of January 2024 that RXR sent to the Tenant Debtor, dated as of January 1, 2024.

3. As of the date of this Declaration, the Tenant Debtor still occupies and has not vacated the Property.

4. Based on information and belief, as of the date of this Declaration, the Tenant Debtor has kept the space at the Property open to members or customers and is actively utilizing the space.

5. As of the date of this Declaration, the Tenant Debtor has not paid the Post-Petition Amount Due to RXR, which was due and payable on January 1, 2024.

6. As of the date of this Declaration, RXR has incurred costs and attorneys’ fees as a result of the Tenant Debtor’s nonpayment of the Post-Petition Amount Due, and more costs and attorneys’ fees will continue to be incurred in relation to the prosecution of the Motion.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: January 30, 2024



/s/
Cindy Osmundson
Authorized Signatory
RXR Atlas LLC