



Court File No. CV-23-00709258-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE	)	THURSDAY, THE 16 <sup>TH</sup>
	)	
JUSTICE CONWAY	)	DAY OF NOVEMBER, 2023

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
R.S.C. 1985, c. C 36, AS AMENDED**

**AND IN THE MATTER OF 9670416 CANADA INC., WEWORK  
CANADA GP ULC AND WEWORK CANADA LP ULC**

**APPLICATION OF WEWORK INC. UNDER SECTION 46 OF THE  
*COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36,  
AS AMENDED**

Applicant

**SUPPLEMENTAL ORDER  
(FOREIGN MAIN PROCEEDING)**

**THIS APPLICATION**, made pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") and section 106 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, by WeWork Inc. (the "**WeWork Parent**"), in its capacity as the foreign representative (in such capacity, the "**Foreign Representative**") in respect of the proceedings commenced on November 6, 2023 in the United States Bankruptcy Court for the District of New Jersey (the "**U.S. Bankruptcy Court**") pursuant to chapter 11 of title 11 of the United States Code (the "**Foreign Proceeding**"), for an Order substantially in the form enclosed in the Supplemental Application Record of the WeWork Parent, was heard this day by judicial videoconference in Toronto, Ontario.

**ON READING** the Notice of Application, the affidavit of David Tolley sworn November 7, 2023, and the affidavit of David Tolley sworn November 14, 2023, each filed, and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Foreign Representative and counsel for Alvarez & Marsal Canada Inc. ("**A&M**"), in its capacity as the

proposed information officer, and counsel for such other parties as were present and wished to be heard, and on reading the consent of A&M to act as the Information Officer (as defined below):

## **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

## **APPLICATION**

2. **THIS COURT ORDERS** that the Canadian Debtors (as defined below) are companies to which the CCAA applies. Although not Canadian Debtors, the Canadian Limited Partnerships shall have the benefits of the protections and authorizations provided by this Order.

## **INITIAL RECOGNITION ORDER**

3. **THIS COURT ORDERS** that any capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Initial Recognition Order (Foreign Main Proceeding) of this Court dated November 16, 2023 (the “**Initial Recognition Order**”).

4. **THIS COURT ORDERS** that the provisions of this Supplemental Order shall be interpreted in a manner complementary and supplementary to the provisions of the Initial Recognition Order, provided that in the event of a conflict between the provisions of this Supplemental Order and the provisions of the Initial Recognition Order, the provisions of the Initial Recognition Order shall govern.

## **RECOGNITION OF FOREIGN ORDERS**

5. **THIS COURT ORDERS** that the following orders (collectively, the “**Foreign Orders**”) of the U.S. Bankruptcy Court made in the Foreign Proceeding, copies of which are attached hereto as Schedules “A” to “N”, are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA:

- (a) *Order (I) Authorizing the WeWork Parent to Act as Foreign Representative Pursuant to 11 U.S.C. § 1505, and (II) Granting Related Relief;*
- (b) *Interim Order (I) Authorizing the Chapter 11 Debtors to use Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties, (III) Scheduling a Final Hearing, (IV) Modifying the Automatic Stay and (V) Granting Related Relief;*
- (c) *Interim Order (I) Authorizing the Chapter 11 Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Chapter 11 Debtor Bank Accounts, Business Forms, and Books and Records; (II) Authorizing the Chapter 11 Debtors to Continue to Perform Intercompany Transactions; (III) Waiving Certain U.S. Trustee Requirements; and (IV) Granting Related Relief;*
- (d) *Interim Order (I) Authorizing the Chapter 11 Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs, and (II) Granting Related Relief;*
- (e) *Interim Order (I) Authorizing Chapter 11 Debtors to Pay Prepetition Claims of Certain Critical Vendors, Foreign Vendors, 503(b)(9) Claimants, Lien Claimants, and, (II) Granting Administrative Expense Priority to Undisputed Obligations on Account of Outstanding Orders, and (III) Granting Related Relief;*
- (f) *Interim Order (I) Approving the Chapter 11 Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services, (III) Approving the Chapter 11 Debtors' Proposed Procedures for Resolving Adequate Assurance Requests, (IV) Authorizing Fee Payments to the Utility Agent, and (V) Granting Related Relief;*
- (g) *Interim Order (I) Authorizing the Chapter 11 Debtors to (A) Maintain Insurance and Surety Coverage Entered Into Prepetition and Pay Related Prepetition Obligations and (B) Renew, Supplement, Modify, or Purchase Insurance and Surety Coverage, and (II) Granting Related Relief;*
- (h) *Interim Order (I) Authorizing the Chapter 11 Debtors to (A) File a Consolidated List of the Chapter 11 Debtors' Thirty Largest Unsecured Creditors in Lieu of Submitting a Separate Mailing Matrix for Each Debtor, (B) File a Consolidated List of Creditors in Lieu of Submitting a Separate Mailing Matrix for Each Debtor, (C) Redact or Withhold Certain Confidential Information of Customers, and (D) Redact Certain Personally Identifiable Information; (II) Waiving the Requirement to File a List of Equity Holders and Provide Notices Directly to Equity Security Holders, and (III) Granting Related Relief;*
- (i) *Interim Order (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief;*

- (j) *Interim Order (I) Approving Notification and Hearing Procedures for Certain Transfers of Exchanges for and Declarations of Worthlessness with Respect to Common Stock, and (II) Granting Related Relief;*
- (k) *Interim Order (I) Authorizing the Chapter 11 Debtors to (A) Maintain and Administer their Customer Programs and (B) Honor Certain Prepetition Obligations Related Thereto, and (II) Granting Related Relief;*
- (l) *Order (I) Restating and Enforcing the Worldwide Automatic Stay, Ipso Facto Protections, and Anti-Discrimination Provisions of the U.S. Bankruptcy Code, (II) Approving the Form and Manner of Notice, and (III) Granting Related Relief;*
- (m) *Order (I) Extending Time to File (A) Schedules and Statements and (B) 2015.3 Reports, and (II) Granting Related Relief;*
- (n) *Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief;*

provided, however, that in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property (as defined below) in Canada.

#### **APPOINTMENT OF INFORMATION OFFICER**

6. **THIS COURT ORDERS** that A&M (the “**Information Officer**”) is hereby appointed as an officer of this Court, with the powers and duties set out herein and in any other Order made in these proceedings.

#### **STAY OF PROCEEDINGS**

7. **THIS COURT ORDERS** that until such date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal in Canada (each, a “**Proceeding**”) shall be commenced or continued against or in respect of (a) 9670416 Canada Inc., WeWork Canada GP ULC and WeWork Canada LP ULC (collectively, the “**Canadian Debtors**” and each a “**Canadian Debtor**”) and 700 2 Street Southwest Tenant LP, 4635 Lougheed Highway Tenant LP and 1090 West Pender Street Tenant LP (the “**Canadian Limited Partnerships**” and each a “**Canadian Limited Partner**”, and collectively with the Canadian Debtors, the “**WeWork Canadian Entities**” and each a “**WeWork Canadian Entity**”) or affecting their business (the “**Business**”) or their current and future assets,



undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Property**”), or (b) WeWork Companies U.S. LLC (the “**Real Property Obligor**” and, together with the WeWork Canadian Entities, the “**Chapter 11 Debtors**”), except with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the WeWork Canadian Entities or the Real Property Obligor, or affecting the Business or the Property, are hereby stayed and suspended pending further Order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

8. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities or person (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of any of the WeWork Canadian Entities or the Real Property Obligor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the applicable WeWork Canadian Entity, or with leave of this Court, provided that nothing in this Order shall (i) prevent the assertion of or the exercise of rights and remedies outside of Canada, (ii) empower any WeWork Canadian Entity or Real Property Obligor to carry on any business in Canada which such WeWork Canadian Entity or Real Property Obligor is not lawfully entitled to carry on, (iii) affect such investigations or Proceedings by a regulatory body as are permitted by section 11.1 of the CCAA, (iv) prevent the filing of any registration to preserve or perfect a security interest, or (v) prevent the registration of a claim for lien.

#### **NO INTERFERENCE WITH RIGHTS**

9. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, licence or permit in favour of or held by any of the WeWork Canadian Entities and affecting the Business or Property in Canada, except with the written consent of the applicable WeWork Canadian Entity, or with leave of this Court.

## **ADDITIONAL PROTECTIONS**

10. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with any of the WeWork Canadian Entities or statutory or regulatory mandates for the supply of goods and/or services in Canada, including without limitation all licencing arrangements, manufacturing arrangements, computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility, fuel, maintenance, customs broker services or other services provided in respect of the Property or Business of any of the WeWork Canadian Entities, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by any of the WeWork Canadian Entities, and that any of the WeWork Canadian Entities shall be entitled to the continued use in Canada of their current premises, bank accounts, telephone numbers, facsimile numbers, internet addresses and domain names.

11. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of any of the WeWork Canadian Entities with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of any of the WeWork Canadian Entities whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.

12. **THIS COURT ORDERS** that no Proceeding shall be commenced or continued against or in respect of the Information Officer, except with leave of this Court. In addition to the rights and protections afforded the Information Officer herein, or as an officer of this Court, the Information Officer shall have the benefit of all of the rights and protections afforded to a Monitor under the CCAA, and shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part.

## **OTHER PROVISIONS RELATING TO INFORMATION OFFICER**

13. **THIS COURT ORDERS** that the Information Officer:

- (a) is hereby authorized to provide such assistance to the Foreign Representative in the performance of its duties as the Foreign Representative may reasonably request;
- (b) shall report to this Court at such times and intervals that the Information Officer considers appropriate with respect to the status of these proceedings and the status of the Foreign Proceeding, which reports may include information relating to the Property, the Business, or such other matters as may be relevant to the proceedings herein;
- (c) shall have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of any of the WeWork Canadian Entities, to the extent that is necessary to perform its duties arising under this Order; and
- (d) shall be at liberty to engage independent legal counsel or such other persons as the Information Officer deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order.

14. **THIS COURT ORDERS** that the WeWork Canadian Entities and the Foreign Representative shall (i) advise the Information Officer of all material steps taken by any of the WeWork Canadian Entities or the Foreign Representative in these proceedings or in the Foreign Proceeding, (ii) co-operate fully with the Information Officer in the exercise of its powers and discharge of its obligations, and (iii) provide the Information Officer with the assistance that is necessary to enable the Information Officer to adequately carry out its functions.

15. **THIS COURT ORDERS** that the Information Officer shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed

to have taken or maintained possession or control of the Business or Property, or any part thereof.

16. **THIS COURT ORDERS** that the Information Officer (i) shall post on its website all Orders of this Court made in these proceedings, all reports of the Information Officer filed herein, and such other materials as this Court may order from time to time, and (ii) may post on its website any other materials that the Information Officer deems appropriate.

17. **THIS COURT ORDERS** that the Information Officer may provide any creditor of a WeWork Canadian Entity with information provided by any of the WeWork Canadian Entities in response to reasonable requests for information made in writing by such creditor addressed to the Information Officer. The Information Officer shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Information Officer has been advised by a WeWork Canadian Entity is privileged or confidential, the Information Officer shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Information Officer, the Foreign Representative and the applicable WeWork Canadian Entity may agree.

18. **THIS COURT ORDERS** that Goodmans LLP, as Canadian counsel to the Foreign Representative and to the WeWork Canadian Entities (“**Canadian Counsel**”), the Information Officer and counsel to the Information Officer shall be paid by WeWork Canada LP ULC (or any of the other Chapter 11 Debtors as they may elect) their reasonable fees and disbursements, and retainers in amounts agreed, incurred in respect of these proceedings, both before and after the making of this Order, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts. WeWork Canada LP ULC is hereby authorized and directed to pay the accounts of Canadian Counsel, the Information Officer and counsel for the Information Officer on a bi-weekly basis or on such terms as such parties may agree.

19. **THIS COURT ORDERS** that the Canadian Counsel to the Foreign Representative and the WeWork Canadian Entities, the Information Officer and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Canadian Counsel to the Foreign Representative and the WeWork Canadian Entities, the Information Officer and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior

Court of Justice, and the accounts of the Information Officer and its counsel shall not be subject to approval in the Foreign Proceeding.

20. **THIS COURT ORDERS** that Canadian Counsel, the Information Officer and counsel to the Information Officer shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property, which charge shall not exceed an aggregate amount of CDN\$750,000, as security for their professional fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order. The Administration Charge shall have the priority set out in paragraphs 24 and 26 hereof.

#### **DIRECTORS’ AND OFFICERS’ INDEMNIFICATION AND CHARGE**

21. **THIS COURT ORDERS** that the WeWork Canadian Entities shall indemnify their directors and officers against obligations and liabilities that they may incur as directors and officers of any of the WeWork Canadian Entities after the commencement of the within proceedings (including, for greater certainty, any applicable obligations and liabilities of the directors and officers for wages, vacation pay or termination or severance pay due to employees of any of the WeWork Canadian Entities, whether or not any such employee was terminated prior to or after the commencement of these proceedings), except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director’s or officer’s gross negligence of wilful misconduct.

22. **THIS COURT ORDERS** that the directors and officers of any of the WeWork Canadian Entities shall be entitled to the benefit of and are hereby granted a charge (the “**D&O Charge**”) on the Property, which charge shall not exceed an aggregate amount of CDN\$2,500,000, as security for the indemnity provided in paragraph 21 of this Order. The D&O Charge shall have the priorities set out in paragraphs 24 and 26 hereof.

23. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the D&O Charge, and (b) the directors and officers of any of the WeWork Canadian Entities shall only be entitled to the benefit of the D&O Charge to the extent that they do not have coverage under any directors’ and officers’ insurance policy, or to the extent that such

coverage is insufficient to pay amounts indemnified in accordance with paragraph 21 of this Order.

## **VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER**

24. **THIS COURT ORDERS** that the priorities of the Administration Charge and the D&O Charge (collectively, the “**Charges**”), as among them, shall be as follows:

First – the Administration Charge (to the maximum amount of CDN\$750,000); and

Second – the D&O Charge (to the maximum amount of CDN\$2,500,000).

25. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect the Charges.

26. **THIS COURT ORDERS** that each of the Charges (as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person.

27. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the WeWork Canadian Entities shall not grant any Encumbrances over any Property in Canada that rank in priority to, or *pari passu* with, the Charges, unless the WeWork Canadian Entities also obtain the prior written consent of the beneficiaries of the Charges (collectively, the “**Chargees**”).

28. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees shall not otherwise be limited or impaired in any way by (i) the pendency of these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy or receivership order(s) issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) or otherwise, or any orders made pursuant to such applications; (iii) the filing of any

assignments for the general benefit of creditors made pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds any WeWork Canadian Entity, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges shall not create or be deemed to constitute a breach by a WeWork Canadian Entity of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- (c) the payments made by WeWork Canada LP ULC to the Chargees pursuant to this Order, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

29. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the applicable WeWork Canadian Entity’s interest in such real property leases.

## **SERVICE AND NOTICE**

30. **THIS COURT ORDERS** that The Guide Concerning Commercial List E-Service (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that

a Case Website shall be established in accordance with the Protocol with the following URL:  
<https://www.alvarezandmarsal.com/WeWorkCanada>.

31. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the WeWork Canadian Entities, the Foreign Representative, the Information Officer, and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, and any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or electronic transmission to the WeWork Canadian Entities' creditors or other interested parties at their respective addresses (including e-mail addresses) as last shown on the records of the applicable WeWork Canadian Entity and that any such service or distribution shall be deemed to be received (a) in the case of delivery by personal delivery, facsimile or electronic transmission, on the date of delivery or transmission, (b) in the case of delivery by prepaid ordinary mail, on the third business day after mailing, and (c) in the case of delivery by courier, on the next business day following the date of forwarding thereof.

32. **THIS COURT ORDERS** that the WeWork Canadian Entities, the Foreign Representative, the Information Officer, and their respective counsel are at liberty to serve or distribute this Order, the Initial Recognition Order, and any other materials and Orders as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding true copies thereof by electronic message to the WeWork Canadian Entities' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

## **GENERAL**

33. **THIS COURT ORDERS** that the Information Officer may, from time to time, apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

34. **THIS COURT ORDERS** that nothing in this Order shall prevent the Information Officer from acting as an interim receiver, a receiver, a receiver and manager, a monitor, a



proposal trustee, or a trustee in bankruptcy of any WeWork Canadian Entity, the Business or the Property.

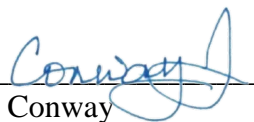
35. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, or regulatory or administrative body having jurisdiction in Canada, the United States of America or any other foreign jurisdiction, to give effect to this Order and to assist the WeWork Canadian Entities, the Foreign Representative, the Information Officer, and their respective counsel and agents in carrying out the terms of this Order. All courts, tribunals, and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to any of the WeWork Canadian Entities, the Foreign Representative, and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist any of the WeWork Canadian Entities, the Foreign Representative, and the Information Officer and their respective agents in carrying out the terms of this Order.

36. **THIS COURT ORDERS** that each of the WeWork Canadian Entities, the Foreign Representative and the Information Officer shall be at liberty and is hereby authorized and empowered to apply to any court, tribunal, or regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

37. **THIS COURT ORDERS** that the Guidelines for Communication and Cooperation between Courts in Cross-Border Insolvency Matters issued by the Judicial Insolvency Network and adopted by this Court and the U.S. Bankruptcy Court and attached as Schedule “O” hereto are hereby adopted by this Court for the purposes of these recognition proceedings.

38. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days’ notice to the WeWork Canadian Entities, the Foreign Representative, the Information Officer and their respective counsel, and to any other party or parties likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.

39. **THIS COURT ORDERS** that this Order shall be effective as of 12:01 a.m. on the date of this Order without the need for entry or filing of this Order.

  
Justice Conway

**SCHEDULE “A”  
FOREIGN REPRESENTATIVE ORDER**

[Attached]

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY****Caption in Compliance with D.N.J. LBR 9004-1(b)****KIRKLAND & ELLIS LLP****KIRKLAND & ELLIS INTERNATIONAL LLP**

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Joshua A. Sussberg, P.C. (*pro hac vice* pending)Steven N. Serajeddini, P.C. (*pro hac vice* pending)Ciara Foster (*pro hac vice* pending)

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*Proposed Co-Counsel for Debtors and  
Debtors in Possession*

In re:

WEWORK INC., *et al.*,Debtors.<sup>1</sup>

Chapter 11

Case No. 23-19865 (JKS)

(Joint Administration Requested)



Order Filed on November 8, 2023  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

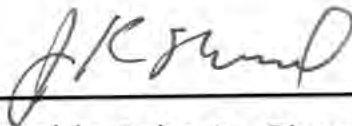
<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://dm.epiq11.com/WeWork>. The location of Debtor WeWork Inc.'s principal place of business is 12 East 49th Street, 3<sup>rd</sup> Floor, 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.

**ORDER (I) AUTHORIZING WEWORK INC. TO ACT  
AS FOREIGN REPRESENTATIVE AND (II) GRANTING RELATED RELIEF**

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The relief set forth on the following pages, numbered three (3) through five (5), is  
**ORDERED.**

**DATED: November 8, 2023**

  
\_\_\_\_\_  
Honorable John K. Sherwood  
United States Bankruptcy Court

Debtors: WeWork Inc., et al.  
Case No. 23-19865 (JKS)  
Caption of Order: Order (I) Authorizing WeWork Inc. to Act as Foreign Representative and  
(II) Granting Related Relief

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Upon the Debtors' Motion for Entry of Order (I) Authorizing WeWork Inc. to Act as Foreign Representative and (II) Granting Related Relief (the "Motion"),<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"), (a) authorizing Debtor WeWork Inc. ("WeWork Inc.") to act as foreign representative on behalf of the Debtors' estates pursuant to sections 105(a), 1107, and 1505 of the Bankruptcy Code, and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** as set forth herein.

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

Debtors: WeWork Inc., *et al.*  
Case No. 23-19865 (JKS)  
Caption of Order: Order (I) Authorizing WeWork Inc. to Act as Foreign Representative and  
(II) Granting Related Relief

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2. WeWork Inc. is hereby authorized to act as the Foreign Representative on behalf of the Debtors' estates in connection with the Canadian Proceeding. As Foreign Representative, WeWork Inc. shall be authorized and shall have the power to act in any way permitted by applicable foreign law, including (i) seeking recognition of the Debtors' chapter 11 cases in the Canadian Proceeding, (ii) requesting that the Canadian Court lend assistance to this Court in protecting the Debtors' property, and (iii) seeking any other appropriate relief from the Canadian Court that WeWork Inc. deems just and proper in furtherance of the protection of the Debtors' estates.

3. This Court requests the aid and assistance of the Canadian Court to recognize the Debtors' chapter 11 cases as a "foreign main proceeding" and WeWork Inc. as a "foreign representative" pursuant to the CCAA, and to recognize and give full force and effect in all provinces and territories of Canada to this Order.

4. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby satisfied by the contents of the Motion or otherwise waived.

5. The Debtors shall serve by regular mail a copy of this Order and Motion on all parties required to receive such service pursuant to Local Rule 9013-5(f) within two (2) business days after entry of this Order.

6. Any party may move for modification of this Order in accordance with Local Rule 9013-5(e).

7. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

(Page 1 of 1)

Debtors: WeWork Inc., *et al.*

Case No. 23-19865 (JKS)

Caption of Order: Order (I) Authorizing WeWork Inc. to Act as Foreign Representative and  
(II) Granting Related Relief

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



**SCHEDULE “B”  
INTERIM CASH COLLATERAL ORDER**

[Attached]

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY****Caption in Compliance with D.N.J. LBR 9004-1(b)****KIRKLAND & ELLIS LLP****KIRKLAND & ELLIS INTERNATIONAL LLP**

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*Proposed Co-Counsel for Debtors and  
Debtors in Possession*

In re:

WEWORK INC., *et al.*,Debtors.<sup>1</sup>

Chapter 11

Case No. 23-19865 (JKS)

(Joint Administration Requested)



Order Filed on November 9, 2023  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

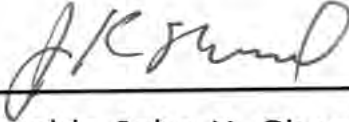
<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://dm.epiq11.com/WeWork>. The location of Debtor WeWork Inc.'s principal place of business is: 12 East 49th Street, 3rd Floor, New York, NY 10017, and 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.

**INTERIM ORDER (I) AUTHORIZING THE  
DEBTORS TO USE CASH COLLATERAL,  
(II) GRANTING ADEQUATE PROTECTION  
TO THE PREPETITION SECURED PARTIES,  
(III) SCHEDULING A FINAL HEARING, (IV) MODIFYING  
THE AUTOMATIC STAY AND (V) GRANTING RELATED RELIEF**

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The relief set forth on the following pages, numbered three (3) through eighty-four (84), is  
**ORDERED.**

**DATED: November 9, 2023**

  
\_\_\_\_\_  
Honorable John K. Sherwood  
United States Bankruptcy Court

Debtors: WEWORK INC., *et al.*  
Case No. 23-19865 (JKS)  
Caption of Order: 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

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Upon the motion (the “Motion”)<sup>2</sup> of the above-captioned debtors and debtors-in-possession (each, a “Debtor” and collectively, the “Debtors”) in the above-captioned cases (the “Chapter 11 Cases”) and pursuant to sections 105, 361, 362, 363(b), 363(c)(2), 363(m), 503, 506(c), 507, and 552 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”), rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 4001-3 and 9013-5 of the Local Rules (the “Local Bankruptcy Rules”) for the United States Bankruptcy Court for the District of New Jersey (the “Court”), seeking entry of this interim order (the “Interim Order”), among other things:

- (i) subject to the restrictions set forth in this Interim Order, authorizing the Debtors to use the Cash Collateral of the Prepetition Secured Parties under the applicable Prepetition Secured Debt Documents and provide adequate protection to the Prepetition Secured Parties pursuant to sections 361 and 363(e) of the Bankruptcy Code for any diminution in value of their respective interests in the Prepetition Collateral, including Cash Collateral, resulting from the imposition of the automatic stay or the Debtors’ use, sale or lease of the Prepetition Collateral (including the Cash Collateral), including, subject to entry of a Final Order, granting adequate protection claims with recourse to and liens on all estate assets including Avoidance Proceeds;
- (ii) authorizing the Debtors to waive: (a) the Debtors’ right to surcharge the Prepetition Collateral or the Adequate Protection Collateral (each as defined herein) pursuant to section 506(c) of the Bankruptcy Code and (b) any “equities of the case” exception under section 552(b) of the Bankruptcy Code;
- (iii) approving certain stipulations and releases by the Debtors as set forth herein;
- (iv) vacating and/or modifying the automatic stay to the extent set forth herein to the extent necessary to permit the Debtors and the Prepetition Secured Parties to implement and effectuate the terms and provisions of this Interim Order and the

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<sup>2</sup> Capitalized terms used but not immediately defined herein shall have the meanings set forth in the Motion or elsewhere in this Interim Order, as applicable.

Debtors: WEWORK INC., *et al.*  
Case No. 23-19865 (JKS)  
Caption of Order: Interim Order (I) Authorizing The Debtors To Use Cash Collateral,  
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Final Order and to deliver any notices of termination described herein and as further set forth herein;

- (v) waiving the equitable doctrine of “marshaling” and any other similar doctrine with respect to any of the Prepetition Collateral (including the Cash Collateral) and Adequate Protection Collateral for the benefit of any party other than the Prepetition Secured Parties;
- (vi) waiving any applicable stay (including under Bankruptcy Rule 6004) and providing for immediate effectiveness of this Interim Order and, upon entry, the Final Order; and
- (vii) scheduling a final hearing (the “Final Hearing”) to consider final approval of the use of Cash Collateral and other provisions set forth in this Interim Order pursuant to a proposed final order, which order may also be the final debtor in possession financing order in accordance with the terms of the Restructuring Support Agreement (the “Final Order”).

The Court having considered the interim relief requested in the Motion, the Schmaltz Declaration, the Sheaffer Declaration, the First Day Declaration, and the evidence submitted and arguments made by the Debtors at the interim hearing held on November 8, 2023 (the “Interim Hearing”); and notice of the Interim Hearing having been given in accordance with Bankruptcy Rules 2002 and 4001 and all applicable Local Bankruptcy Rules; and the Interim Hearing having been held and concluded; and all objections, if any, to the interim relief requested in the Motion having been withdrawn, resolved or overruled on the merits by the Court; and the Court having noted the appearances of all parties in interest; and it appearing that approval of the interim relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing, and otherwise is fair and reasonable and in the best interests of the Debtors, their estates, and all parties-in-interest, and is essential for the continued operation of the Debtors’ businesses and the preservation of the value of the Debtors’ assets; and it appearing

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that no other or further notice of the Motion need be given; and after due deliberation and consideration, and good and sufficient cause appearing therefor;

**BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING,  
THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS  
OF LAW:<sup>3</sup>**

**A. Petition Date.** On November 6, 2023 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code with the Court. On November 8, 2023, this Court entered an order approving the joint administration of the Chapter 11 Cases.

**B. Debtors in Possession.** The Debtors have continued in the management and operation of their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. The Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015(b) [Docket No. 87]. No trustee or examiner has been appointed in the Chapter 11 Cases.

**C. Jurisdiction and Venue.** This Court has core jurisdiction over the Chapter 11 Cases, the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on

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<sup>3</sup> The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

Debtors: WEWORK INC., *et al.*  
Case No. 23-19865 (JKS)  
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September 18, 2023 (Simandle, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b). The predicates for relief sought herein are section 105, 361, 362, 363, 503, 506, 507, 552 of the Bankruptcy Code and Rules 2002, 4001, 6003, 6004, and 9014 of the Bankruptcy Rules. Venue for the Chapter 11 Cases (as defined below) and the proceedings on the Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

**D. Committee Formation.** As of the date hereof, the United States Trustee for the District of New Jersey (the “U.S. Trustee”) has not appointed an official committee of unsecured creditors in these Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code (any such committee, the “Committee”).

**E. Notice.** The Interim Hearing was held pursuant to Bankruptcy Rule 4001(b)(2) and (c)(2). Proper, timely, adequate and sufficient notice of the Motion has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Local Bankruptcy Rules, and no other or further notice of the Motion or the entry of this Interim Order is required.

**F. Cash Collateral.** Subject to the limitations contained in paragraph 20, all of the Prepetition Guarantors’ cash, cash equivalents, negotiable instruments, investment property, and securities constitute Cash Collateral (as defined below) including cash and other amounts on deposit or maintained in any account or accounts by the Prepetition Guarantors, existing as of the Petition Date, and any amounts generated by the collection of accounts receivable or other disposition of the Prepetition Collateral, existing as of the Petition Date, and the proceeds of any of the foregoing, wherever located, is the Prepetition Secured Parties’ cash collateral within the meaning of section 363(a) of the Bankruptcy Code (the “Cash Collateral”).

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**G. Debtors' Stipulations.** Subject to the limitations contained in paragraph 20 hereof, the Debtors admit, stipulate and agree to the following (collectively, the "Debtors' Stipulations"):

1. ***The Credit Agreement***

(a) As of the Petition Date, Goldman Sachs International Bank, OneIM Fund I LP, and certain other financial institutions have issued several letters of credit on behalf of the Debtors pursuant to that certain Credit Agreement, dated as of December 27, 2019 (as amended by the First Amendment, dated as of February 10, 2020, the Second Amendment to the Credit Agreement and First Amendment to the Security Agreement, dated as of April 1, 2020, the Third Amendment to the Credit Agreement, dated as of December 6, 2021, the Fourth Amendment to the Credit Agreement, dated as of May 10, 2022, the Fifth Amendment to the Credit Agreement, dated as of December 20, 2022, the Sixth Amendment to the Credit Agreement, dated as of February 15, 2023, and the Seventh Amendment to the Credit Agreement, dated as of September 13, 2023, and as amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time, the "Credit Agreement," collectively and with any other agreements and documents executed or delivered in connection therewith, including, without limitation, the Reimbursement Agreement (as defined in the Credit Agreement) (the "Reimbursement Agreement"), each as may be amended, restated, amended and restated, supplemented, waived and/or otherwise modified from time to time, the "Credit Agreement Documents") by and among (a) WeWork Companies U.S. LLC, as WeWork Obligor (the "WeWork Credit Agreement Obligor"), (b) SoftBank Vision Fund II-2 L.P., as SVF Obligor (the "SVF Obligor," and together with the WeWork Credit Agreement Obligor, the "Credit Agreement Obligors"), (c) SVF II GP



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(Jersey) Limited, as the Jersey General Partner, (d) SB Global Advisers Limited, as the Manager, (e) the Issuing Creditors (as defined in the Credit Agreement) from time to time party thereto, (f) the L/C Participants (as defined in the Credit Agreement) from time to time party thereto, (g) Goldman Sachs International Bank (“GSIB”), in its capacity as Senior Tranche Administrative Agent and Shared Collateral Agent (each as defined in the Credit Agreement, and in its capacity as Shared Collateral Agent, the “Credit Agreement Shared Collateral Agent”) and (h) Kroll Agency Services Limited, as Junior Tranche Administrative Agent (as defined in the Credit Agreement) (together with the Credit Agreement Shared Collateral Agent, the Issuing Creditors, the L/C Participants and the parties listed in clauses (d) through (g) of the definition of “Secured Parties” in the Credit Agreement, the “Credit Agreement Secured Parties”), the Issuing Creditors and L/C Participants agreed to provide, as applicable, Senior L/C Tranche and Junior L/C Tranche (each as defined in the Credit Agreement) letter of credit facilities for the support of the WeWork Credit Agreement Obligor or its subsidiaries’ obligations (the “Credit Agreement L/C Facilities”) in an aggregate amount not to exceed the Total Commitment (as defined in the Credit Agreement). Pursuant to Section 2.14(c) of the Credit Agreement, to the extent the SVF Obligor satisfies any portion of the Applicable Obligations (as defined in the Credit Agreement), the SVF Obligor shall be subrogated to all rights and liens of the Credit Agreement Secured Parties to the extent of such payment.

(b) As more fully set forth in the Credit Agreement, prior to the Petition Date, (i) the WeWork Obligor Parties (as defined in the Credit Agreement) granted to the each of the Senior Tranche Administrative Agent and Junior Tranche Administrative Agent, for the benefit of

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itself and the Credit Agreement Secured Parties, a first priority interest in and continuing lien (the “Credit Agreement WeWork Liens”) on the Shared Collateral (which constitutes substantially all of the WeWork Obligor Parties’ assets and property) (as defined the First Lien Pari Passu Intercreditor Agreement (as defined herein), the “Prepetition Collateral”), and (ii) the WeWork Credit Agreement Obligor and the SVF Obligor granted to the Senior Tranche Administrative Agent, for the benefit of the Senior Tranche Issuing Creditors (as defined in the Credit Agreement), a first priority interest in and continuing lien (the “Credit Agreement Cash Collateral Liens,” and together with the Credit Agreement WeWork Liens, the “Credit Agreement Liens”) on the Senior L/C Tranche Cash Collateral (as defined the Credit Agreement, and together with the Prepetition Collateral, the “Credit Agreement Collateral”). Certain cash management and swap/derivative obligations provided by parties to the Credit Agreement (or their affiliates) are also secured by the Prepetition Collateral.

(c) As of the Petition Date, the WeWork Credit Agreement Obligor was justly and lawfully indebted and liable to the SVF Obligor in its capacity as subrogee in accordance with the terms of the Credit Agreement Documents, without defense, counterclaim or offset of any kind, (i) in respect of Junior Tranche Obligations (as defined in the Credit Agreement), in aggregate principal amount of not less than \$552,041,850.74, (ii) in respect of Senior Tranche Obligations (as defined in the Credit Agreement), as limited to amounts drawn on all outstanding Letters of Credit, in aggregate principal amount of not less than \$179,487,697.05, and (iii) in respect of Senior Tranche Obligations (as defined in the Credit Agreement, other than amounts specified in clause (ii) above), as limited to amounts undrawn and unexpired on all outstanding Letters of

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Credit, in aggregate principal amount of not less than \$808,841,264.74 (the foregoing clauses (i) through (iii), collectively, together with accrued and unpaid interest, any fees, expenses and disbursements (including attorneys' fees, accountants' fees, auditor fees, appraisers' fees and financial advisors' fees and related expenses and disbursements, which as of the Petition Date, totaled not less than \$1,629,284,222.30), indemnification obligations, and other charges, amounts, and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Credit Agreement Obligors' obligations pursuant to the Credit Agreement and the Credit Agreement Documents, the "Credit Agreement Debt").

2. ***First Lien Notes Indenture***

(a) Pursuant to that certain First Lien Senior Secured PIK Notes Indenture, dated as of May 5, 2023 (as supplemented by that certain First Supplemental Indenture, dated as of July 17, 2023, and that certain Second Supplemental Indenture, dated as of August 25, 2023, and as amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time, the "First Lien Notes Indenture," collectively and with any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated, supplemented, waived and/or otherwise modified from time to time, the "First Lien Notes Documents," and together with the Credit Agreement Documents, the "Prepetition First Lien Debt Documents") by and among (a) WeWork Companies U.S. LLC (a wholly owned subsidiary of WeWork Inc.), as the Company and issuer (in its capacity as such, the "First Lien Notes Issuer"), (b) WW Co-Obligor Inc., as Co-Obligor, (c) the Guarantors party

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thereto (as defined in the First Lien Notes Indenture, and, together with the Co-Obligor, the “First Lien Notes Guarantors”) and (d) U.S. Bank Trust Company, National Association, as trustee and collateral agent (in such capacities, the “First Lien Notes Indenture Trustee,” and together with the Credit Agreement Shared Collateral Agent, the “Prepetition First Lien Agents”), the First Lien Notes Issuer incurred indebtedness to the Holders (as defined in the First Lien Notes Indenture, the “First Lien Noteholders,” and together with the First Lien Notes Indenture Trustee, the “First Lien Notes Secured Parties,” and the First Lien Notes Secured Parties, together with the Credit Agreement Secured Parties, the “Prepetition First Lien Secured Parties”) of, as applicable, (i) 15.000% First Lien Senior Secured PIK Notes due 2027, Series I (the “Series I First Lien Notes”), (ii) 15.000% First Lien Senior Secured PIK Notes due 2027, Series II (the “Series II First Lien Notes”) and (iii) 15.000% First Lien Senior Secured PIK Notes due 2027, Series III (the “Series III First Lien Notes,” and together with the Series I First Lien Notes and the Series II First Lien Notes, the “First Lien Notes”).

(b) Pursuant to the First Lien Notes Indenture, the (i) Series I First Lien Notes were originally issued in an aggregate principal amount \$525,000,000, (ii) Series II First Lien Notes were agreed to be issued in an aggregate principal amount \$306,250,000 and (iii) Series III First Lien Notes were agreed to be issued in an aggregate principal amount \$181,250,000. As of the Petition Date, (i) the aggregate principal amount of Series I First Lien Notes outstanding under the First Lien Notes Indenture was \$525,000,000, (ii) the aggregate principal amount of Series II First Lien Notes outstanding under the First Lien Notes Indenture was \$306,250,000 and (iii) the aggregate principal amount of Series III First Lien Notes outstanding under the First Lien Notes

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Indenture was \$181,250,000 (collectively, together with accrued and unpaid interest, any defaulted interest, any fees, expenses and disbursements (including attorneys' fees, accountants' fees, auditor fees, appraisers' fees and financial advisors' fees and related expenses and disbursements), indemnification obligations, and other charges, amounts, and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the First Lien Notes Issuer's and the First Lien Notes Guarantors' obligations pursuant to the First Lien Notes and the First Lien Notes Documents, the "First Lien Notes Debt," and together with the Credit Agreement Debt, the "Prepetition First Lien Debt"), which First Lien Notes Debt has been guaranteed by the First Lien Notes Guarantors.

(c) As more fully set forth in the First Lien Notes Documents, prior to the Petition Date, the First Lien Notes Issuer and the First Lien Notes Guarantors granted to the First Lien Notes Indenture Trustee, for the benefit of itself and the First Lien Noteholders, a first priority security interest in and continuing lien (the "First Lien Notes Liens," and together with the Credit Agreement Liens, the "Prepetition First Priority Liens") on the Prepetition Collateral, which term, for the avoidance of doubt, shall exclude all cash posted by the SVF Obligor in respect of any cash collateralized Letters of Credit, L/C Exposure or mandatory cash collateral, in each case, as required under Sections 2.4, 2.8, 2.13, 2.15, 3.1, 3.9 and 11.2 of the Credit Agreement and the last paragraph of Section 11.1 of the Credit Agreement.

### 3. ***Second Lien Notes Indenture***

(a) Pursuant to that certain Second Lien Senior Secured PIK Notes Indenture, dated as of May 5, 2023 (as amended, restated, amended and restated, supplemented, waived, or

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otherwise modified from time to time, the “Second Lien Notes Indenture,” collectively and with any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated, supplemented, waived and/or otherwise modified from time to time, the “Second Lien Notes Documents”) by and among (a) WeWork Companies U.S. LLC (a wholly owned subsidiary of WeWork Inc.), as the Company and issuer (in its capacity as such, the “Second Lien Notes Issuer”), (b) WW Co-Obligor Inc., as Co-Obligor, (c) the Guarantors party thereto (as defined in the Second Lien Notes Indenture, and, together with the Co-Obligor, the “Second Lien Notes Guarantors”) and (d) U.S. Bank Trust Company, National Association, as trustee and collateral agent (in such capacities, the “Second Lien Notes Indenture Trustee”), the Second Lien Notes Issuer incurred indebtedness to the Holders (as defined in the Second Lien Notes Indenture, the “Second Lien Noteholders,” and together with the Second Lien Notes Indenture Trustee, the “Second Lien Notes Secured Parties”) of 11.000% Second Lien Senior Secured PIK Notes due 2027 (the “Second Lien Notes”).

(b) Pursuant to the Second Lien Notes Indenture, the Second Lien Notes were originally issued with a face value of \$687,212,250. As of the Petition Date, the aggregate principal amount outstanding under the Second Lien Notes Indenture was \$687,212,250 (collectively, together with accrued and unpaid interest, any defaulted interest, any fees, expenses and disbursements (including attorneys’ fees, accountants’ fees, auditor fees, appraisers’ fees and financial advisors’ fees and related expenses and disbursements), indemnification obligations, and other charges, amounts, and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Second Lien Notes

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Issuer's and the Second Lien Notes Guarantors' obligations pursuant to the Second Lien Notes and the Second Lien Notes Documents, the "Second Lien Notes Debt"), which Second Lien Notes Debt has been guaranteed by the Second Lien Notes Guarantors.

(c) As more fully set forth in the Second Lien Notes Documents, prior to the Petition Date, the Second Lien Notes Issuer and the Second Lien Notes Guarantors granted to the Second Lien Notes Indenture Trustee, for the benefit of itself and the Second Lien Noteholders, a second priority security interest in and continuing lien (the "Second Lien Notes Liens") on the Prepetition Collateral.

#### 4. ***Second Lien Exchangeable Notes Indenture***

(a) Pursuant to that certain Second Lien Exchangeable Senior Secured PIK Notes Indenture, dated as of May 5, 2023 (as amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time, the "Second Lien Exchangeable Notes Indenture," collectively and with any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated, supplemented, waived and/or otherwise modified from time to time, the "Second Lien Exchangeable Notes Documents," and together with the Second Lien Notes Documents, the "Prepetition Second Lien Notes and Exchangeable Notes Documents") by and among (a) WeWork Companies U.S. LLC (a wholly owned subsidiary of WeWork Inc.), as the Company and issuer (in its capacity as such, the "Second Lien Exchangeable Notes Issuer"), (b) WW Co-Obligor Inc., as Co-Obligor, (c) WeWork Inc., (d) the Guarantors party thereto (as defined in the Second Lien Exchangeable Notes Indenture, and, together with WeWork Inc. and the Co-Obligor, the "Second Lien Exchangeable

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Notes Guarantors”) and (e) U.S. Bank Trust Company, National Association, as trustee and collateral agent (in such capacities, the “Second Lien Exchangeable Notes Indenture Trustee,” and together with the Second Lien Notes Indenture Trustee, the “Prepetition Second Lien Agents”), the Second Lien Exchangeable Notes Issuer incurred indebtedness to the Holders (as defined in the Second Lien Exchangeable Notes Indenture, the “Second Lien Exchangeable Noteholders,” and together with the Second Lien Exchangeable Notes Indenture Trustee, the “Second Lien Exchangeable Notes Secured Parties,” and the Second Lien Exchangeable Notes Secured Parties together with the Second Lien Notes Secured Parties, the “Prepetition Second Lien Secured Parties”) of 11.000% Second Lien Exchangeable Senior Secured PIK Notes due 2027 (the “Second Lien Exchangeable Notes”).

(b) Pursuant to the Second Lien Exchangeable Notes Indenture, the Second Lien Exchangeable Notes were originally issued with a face value of \$187,500,000. As of the Petition Date, the aggregate principal amount outstanding under the Second Lien Exchangeable Notes Indenture was \$187,500,000 (collectively, together with accrued and unpaid interest, any defaulted interest, any fees, expenses and disbursements (including attorneys’ fees, accountants’ fees, auditor fees, appraisers’ fees and financial advisors’ fees and related expenses and disbursements), indemnification obligations, and other charges, amounts, and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Second Lien Exchangeable Notes Issuer’s and the Second Lien Exchangeable Notes Guarantors’ obligations pursuant to the Second Lien Exchangeable Notes and the Second Lien Exchangeable Notes Documents, the “Second Lien Exchangeable Notes Debt,”



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and together with the Second Lien Notes Debt, the “Prepetition Second Lien Debt”), which Second Lien Exchangeable Notes Debt has been guaranteed by the Second Lien Exchangeable Notes Guarantors.

(c) As more fully set forth in the Second Lien Exchangeable Notes Documents, prior to the Petition Date, the Second Lien Exchangeable Notes Issuer and the Second Lien Exchangeable Notes Guarantors granted to the Second Lien Exchangeable Notes Indenture Trustee, for the benefit of itself and the Second Lien Exchangeable Noteholders, a second priority security interest in and continuing lien (the “Second Lien Exchangeable Notes Liens,” and together with the Second Lien Notes Liens, the “Prepetition Second Priority Liens”) on the Prepetition Collateral.

#### 5. ***Third Lien Notes Indenture***

(a) Pursuant to that certain Third Lien Senior Secured PIK Notes Indenture, dated as of May 5, 2023 (as amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time, the “Third Lien Notes Indenture,” collectively and with any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated, supplemented, waived and/or otherwise modified from time to time, the “Third Lien Notes Documents”) by and among (a) WeWork Companies U.S. LLC (a wholly owned subsidiary of WeWork Inc.), as the Company and issuer (in its capacity as such, the “Third Lien Notes Issuer”), (b) WW Co-Obligor Inc., as Co-Obligor, (c) the Guarantors party thereto (as defined in the Third Lien Notes Indenture, and, together with the Co-Obligor, the “Third Lien Notes Guarantors”) and (d) U.S. Bank Trust Company, National Association, as

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trustee and collateral agent (in such capacities, the “Third Lien Notes Indenture Trustee”), the Third Lien Notes Issuer incurred indebtedness to the Holders (as defined in the Third Lien Notes Indenture, the “Third Lien Noteholders,” and together with the Third Lien Notes Indenture Trustee, the “Third Lien Notes Secured Parties”) of 12.000% Third Lien Senior Secured PIK Notes due 2027 (the “Third Lien Notes”).

(b) Pursuant to the Third Lien Notes Indenture, the Third Lien Notes were originally issued with a face value of \$22,653,750. As of the Petition Date, the aggregate principal amount outstanding under the Third Lien Notes Indenture was \$22,653,750 (collectively, together with accrued and unpaid interest, any defaulted interest, any fees, expenses and disbursements (including attorneys’ fees, accountants’ fees, auditor fees, appraisers’ fees and financial advisors’ fees and related expenses and disbursements), indemnification obligations, and other charges, amounts, and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Third Lien Notes Issuer’s and the Third Lien Notes Guarantors’ obligations pursuant to the Third Lien Notes and the Third Lien Notes Documents, the “Third Lien Notes Debt”), which Third Lien Notes Debt has been guaranteed by the Third Lien Notes Guarantors.

(c) As more fully set forth in the Third Lien Notes Documents, prior to the Petition Date, the Third Lien Notes Issuer and the Third Lien Notes Guarantors granted to the Third Lien Notes Indenture Trustee, for the benefit of itself and the Third Lien Noteholders, a third priority security interest in and continuing lien (the “Third Lien Notes Liens”) on the Prepetition Collateral.

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6. ***Third Lien Exchangeable Notes Indenture***

(a) Pursuant to that certain Third Lien Exchangeable Senior Secured PIK Notes Indenture, dated as of May 5, 2023 (as amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time, the “Third Lien Exchangeable Notes Indenture,” collectively and with any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated, supplemented, waived and/or otherwise modified from time to time, the “Third Lien Exchangeable Notes Documents,” and together with the Third Lien Notes Documents, the “Third Lien Notes and Exchangeable Notes Documents,” and the Third Lien Notes and Exchangeable Notes Documents together with the Prepetition First Lien Debt Documents and the Prepetition Second Lien Notes and Exchangeable Notes Documents, the “Prepetition Secured Debt Documents”) by and among (a) WeWork Companies U.S. LLC (a wholly owned subsidiary of WeWork Inc.), as the Company and issuer (in its capacity as such, the “Third Lien Exchangeable Notes Issuer,” and together with the First Lien Notes Issuer, Second Lien Notes Issuer, Second Lien Exchangeable Notes Issuer, Third Lien Notes Issuer, and Third Lien Exchangeable Notes Issuer, the “Notes Issuers”), (b) WW Co-Obligor Inc., as Co-Obligor, (c) WeWork Inc., (d) the Guarantors party thereto (as defined in the Third Lien Exchangeable Notes Indenture, and, together with WeWork Inc. and the Co-Obligor, the “Third Lien Exchangeable Notes Guarantors,” and, together with the First Lien Notes Guarantors, Second Lien Notes Guarantors, Second Lien Exchangeable Notes Guarantors, and Third Lien Notes Guarantors, the “Prepetition Guarantors”) and (e) U.S. Bank Trust Company, National Association, as trustee and collateral agent (in such capacities, the “Third Lien Exchangeable

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Notes Indenture Trustee,” and together with the Third Lien Notes Indenture Trustee, the “Prepetition Third Lien Agents,” and the Prepetition Third Lien Agents together with the Prepetition First Lien Agents and the Prepetition Second Lien Agents, the “Prepetition Agents”), the Third Lien Exchangeable Notes Issuer incurred indebtedness to the Holders (as defined in the Third Lien Exchangeable Notes Indenture, the “Third Lien Exchangeable Noteholders,” and together with the Third Lien Exchangeable Notes Indenture Trustee, the “Third Lien Exchangeable Notes Secured Parties,” and the Third Lien Exchangeable Notes Secured Parties together with the Third Lien Notes Secured Parties, the “Prepetition Third Lien Secured Parties,” and the Prepetition Third Lien Secured Parties together with the Prepetition First Lien Secured Parties and the Prepetition Second Lien Secured Parties, the “Prepetition Secured Parties”) of 12.000% Third Lien Exchangeable Senior Secured PIK Notes due 2027 (the “Third Lien Exchangeable Notes”).

(b) Pursuant to the Third Lien Exchangeable Notes Indenture, the Third Lien Exchangeable Notes were originally issued with a face value of \$269,625,000. As of the Petition Date, the aggregate principal amount outstanding under the Third Lien Exchangeable Notes Indenture was \$269,625,000 (collectively, together with accrued and unpaid interest, any defaulted interest, any fees, expenses and disbursements (including attorneys’ fees, accountants’ fees, auditor fees, appraisers’ fees and financial advisors’ fees and related expenses and disbursements), indemnification obligations, and other charges, amounts, and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Third Lien Exchangeable Notes Issuer’s and the Third Lien Exchangeable Notes Guarantors’ obligations pursuant to the Third Lien Exchangeable Notes and the Third Lien

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Exchangeable Notes Documents, the “Third Lien Exchangeable Notes Debt,” and together with the Third Lien Notes Debt, the “Prepetition Third Lien Debt,” and the Prepetition Third Lien Debt together with the Prepetition First Lien Debt and the Prepetition Second Lien Debt, the “Prepetition Secured Debt”), which Third Lien Exchangeable Notes Debt has been guaranteed by the Third Lien Exchangeable Notes Guarantors.

(c) As more fully set forth in the Third Lien Exchangeable Notes Documents, prior to the Petition Date, the Third Lien Exchangeable Notes Issuer and the Third Lien Exchangeable Notes Guarantors granted to the Third Lien Exchangeable Notes Indenture Trustee, for the benefit of itself and the Third Lien Exchangeable Noteholders, a third priority security interest in and continuing lien (the “Third Lien Exchangeable Notes Liens,” and together with the Third Lien Notes Liens, the “Prepetition Third Priority Liens,” and the Prepetition Third Priority Liens together with the Prepetition First Priority Liens, and the Prepetition Second Priority Liens, the “Prepetition Liens”) on the Prepetition Collateral.

#### 7. ***The 1L/2L/3L Intercreditor Agreement***

WeWork Companies U.S. LLC, the Grantors from time to time party thereto, the Credit Agreement Shared Collateral Agent, U.S. Bank Trust Company, National Association as Authorized Representative for the First Lien Notes Secured Parties (the “First Lien Notes Collateral Agent”), U.S. Bank Trust Company, National Association as Authorized Representative for the Second Priority Lien Secured Parties the First Lien Notes Indenture Trustee, U.S. Bank Trust Company, National Association as Authorized Representative for the Second Priority Lien Secured Parties (as defined therein, the “Second Priority Lien Collateral Agent”) and U.S. Bank

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Trust Company, National Association as Authorized Representative for the Third Priority Lien Secured Parties (as defined therein, the “Third Priority Lien Collateral Agent”) are party to that certain Intercreditor Agreement, dated as of May 5, 2023 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time prior to the Petition Date, the “1L/2L/3L Intercreditor Agreement”), which sets forth the relative lien priorities and other rights and remedies of the First Priority Lien Secured Parties, the Second Priority Lien Secured Parties and the Third Priority Lien Secured Parties (each as defined in the 1L/2L/3L Intercreditor Agreement). The 1L/2L/3L Intercreditor Agreement is binding and enforceable against the parties thereto in accordance with its terms and shall not be deemed to be otherwise amended, altered, or modified by the terms of this Interim Order, unless expressly set forth herein.

**8. *The First Lien Pari Passu Intercreditor Agreement***

WeWork Companies U.S. LLC, the Grantors from time to time party thereto, the Credit Agreement Shared Collateral Agent and the First Lien Notes Indenture Trustee are party to that certain Amended and Restated *Pari Passu* Intercreditor Agreement, dated as of May 5, 2023 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time prior to the Petition Date, the “First Lien Pari Passu Intercreditor Agreement”), which sets forth (i) the terms and conditions governing the appointment and rights of the Controlling Authorized Representative (the “Controlling Authorized Representative”) to act on behalf of the *Pari Passu* Secured Parties (as defined in the First Lien *Pari Passu* Intercreditor Agreement) to exercise certain rights and powers, including for purposes of acquiring, holding and enforcing any and all Liens on the Collateral granted under any of the *Pari Passu* Security Documents (each as defined

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in the First Lien *Pari Passu* Intercreditor Agreement) and other Prepetition First Lien Secured Parties with respect to, among other things, the Shared Collateral (as defined in the First Lien *Pari Passu* Intercreditor Agreement) and (ii) along with the 1L/2L/3L Intercreditor Agreement, the relative lien priorities and other rights and remedies of the *Pari Passu* Secured Parties. The First Lien *Pari Passu* Intercreditor Agreement is binding and enforceable against the parties thereto in accordance with its terms and shall not be deemed to be otherwise amended, altered, or modified by the terms of this Interim Order, unless expressly set forth herein. As of the Petition Date, the First Lien Notes Collateral Agent is the Controlling Authorized Representative under the First Lien *Pari Passu* Intercreditor Agreement, and pursuant to the terms thereof, which terms shall control with respect to all directions provided to the Controlling Authorized Representative pursuant to this Interim Order, shall act at the direction of the Required Noteholder Secured Parties (as defined in the First Lien *Pari Passu* Intercreditor Agreement, the “Required Noteholder Secured Parties”).

#### 9. ***The Second Lien Collateral Agency Agreement***

WeWork Companies U.S. LLC, the Grantors from time to time party thereto, the Second Lien Notes Indenture Trustee and the Second Lien Exchangeable Notes Indenture Trustee are party to that certain Second Lien Collateral Agency Agreement, dated as of May 5, 2023 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time prior to the Petition Date, the “Second Lien Collateral Agency Agreement”), which sets forth (i) the terms and conditions governing appointment and rights of the Second Priority Lien Collateral Agent (as defined below) to act on behalf of the Prepetition Second Lien Secured Parties to enforce the Parity

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Lien Security Documents (as defined in the Second Lien Collateral Agency Agreement) and (ii) along with the 1L/2L/3L Intercreditor Agreement, the relative lien priorities and other rights and remedies of the Prepetition Second Lien Secured Parties. The Second Lien Collateral Agency Agreement is binding and enforceable against the parties thereto in accordance with its terms and shall not be deemed to be otherwise amended, altered, or modified by the terms of this Interim Order, unless expressly set forth herein.

10. ***The Third Lien Collateral Agency Agreement***

WeWork Companies U.S. LLC, the Grantors from time to time party thereto, the Third Lien Notes Indenture Trustee and the Third Lien Exchangeable Notes Indenture Trustee are party to that certain Third Lien Collateral Agency Agreement, dated as of May 5, 2023 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time prior to the Petition Date, the “Third Lien Collateral Agency Agreement,” and together with the 1L/2L/3L Intercreditor Agreement, the First Lien *Pari Passu* Intercreditor Agreement and the Second Lien Collateral Agency Agreement, the “Intercreditor Agreements”), which sets forth (i) the terms and conditions governing appointment and rights of the Third Priority Lien Collateral Agent (as defined below) to act on behalf of the Prepetition Third Lien Secured Parties to enforce the Parity Lien Security Documents (as defined in the Third Lien Collateral Agency Agreement) and (ii) along with the 1L/2L/3L Intercreditor Agreement, the relative lien priorities and other rights and remedies of the Prepetition Third Lien Secured Parties. The Third Lien Collateral Agency Agreement is binding and enforceable against the parties thereto in accordance with its terms and



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shall not be deemed to be otherwise amended, altered, or modified by the terms of this Interim Order, unless expressly set forth herein.

11. ***Validity, Perfection and Priority of Prepetition Liens and Prepetition Secured Debt.***

(a) The Debtors acknowledge and agree that as of the Petition Date (a) the Prepetition Liens on the Prepetition Collateral were valid, binding, enforceable, non-avoidable and properly perfected and were granted to, or for the benefit of, the Prepetition Secured Parties for fair consideration and reasonably equivalent value; (b) (i) the Prepetition First Priority Liens were senior in priority over any and all other liens on the Prepetition Collateral, subject only to certain liens senior by operation of law or otherwise permitted by the Prepetition Secured Debt Documents (solely to the extent any such permitted liens were valid, properly perfected, non-avoidable and senior in priority to the Prepetition Liens as of the Petition Date and that are not subject to reduction, disallowance, disgorgement, counterclaim, surcharge, or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law, the “Permitted Prior Liens”), (ii) the Prepetition Second Priority Liens were subject only to the Prepetition First Priority Liens and the Permitted Prior Liens and senior in priority over any and all other liens on the Prepetition Collateral and (iii) the Prepetition Third Priority Liens were subject only to the Prepetition First Priority Liens, the Prepetition Second Priority Liens and the Permitted Prior Liens and senior in priority over any and all other liens on the Prepetition Collateral; (c) the Prepetition Secured Debt constitutes legal, valid, binding, and non-avoidable obligations of the Debtors enforceable in accordance with the terms of the applicable Prepetition Secured Debt Documents and there exists no basis upon which the Debtors or their subsidiaries can properly challenge or avoid the validity,

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enforceability, priority, or perfection of the Prepetition Secured Debt or the Prepetition Liens; (d) no offsets, recoupments, challenges, objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition Liens or the Prepetition Secured Debt exist, and no portion of the Prepetition Liens or the Prepetition Secured Debt is subject to any challenge or defense, including attachment, avoidance, disallowance, disgorgement, impairment, reduction, recharacterization, recovery or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law (foreign or domestic); (e) the Debtors and their estates have no claims, objections, challenges, causes of action and/or choses in action, including avoidance claims under Chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition Secured Parties or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors and employees arising out of, based upon or related to the Prepetition Secured Debt Documents or Prepetition Secured Debt; (f) the Debtors waive, discharge, and release any right to challenge any of the Prepetition Secured Debt, the priority of the Debtors' obligations thereunder, and the validity, extent, and priority of the liens securing the Prepetition Secured Debt (whether arising from subrogation, reimbursement, or otherwise, including the validity or enforceability of any claim of the SVF Obligor who has subrogated to the rights of the Credit Agreement Secured Parties under the Credit Agreement); and (g) all of the Prepetition Guarantors' cash, cash equivalents, negotiable instruments, investment property, and securities constitute Cash Collateral of the Prepetition Secured Parties, and any amounts generated by the collection of accounts receivable or other disposition of the Prepetition Collateral, and the proceeds of any of the foregoing, wherever

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located, is the Prepetition Secured Parties' cash collateral within the meaning of section 363(a) of the Bankruptcy Code. The Debtors continue to collect cash, rents, income, offspring, products, proceeds and profits generated from the Cash Collateral, all of which constitute Prepetition Collateral subject to the Prepetition Liens. All Cash Collateral and all proceeds of the Prepetition Collateral, including proceeds realized from a sale or disposition thereof, or from payment thereon, shall be used and/or applied in accordance with the terms and conditions of this Interim Order and the Prepetition Secured Debt Documents, and for no other purpose.

(b) As of the Petition Date, JPMorgan Chase Bank, N.A. and certain of its affiliates (in its capacity as a holder of Swap Obligations, as defined in the Credit Agreement, "JPM") has served as the primary cash management bank for the Debtors and their subsidiaries, as further described in *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records; (II) Authorizing the Debtors to Continue to Perform Intercompany Transactions; (III) Waiving Certain U.S. Trustee Requirements; and (IV) Granting Related Relief* [Docket No. 20] (the "Cash Management Motion"). Any obligations the Debtors, as applicable, may have with respect to such obligations are secured by the Credit Agreement WeWork Liens as referenced above. For the avoidance of doubt, this Interim Order shall not modify or otherwise affect the rights and obligations of the Debtors under the contractual cash management

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arrangements between JPM and the Debtors or any of their affiliates (the “JPM Cash Management Arrangements”).

(c) The Debtors continue to collect cash, rents, income, offspring, products, proceeds, and profits generated from the Prepetition Collateral and acquire equipment, inventory and other personal property, all of which constitute Prepetition Collateral under the Prepetition Secured Debt Documents (as applicable) that is subject to the Prepetition Secured Parties’ valid and perfected security interests.

(d) The Debtors desire to use a portion of such cash, rents, income, offspring, products, proceeds and profits in their business operations that constitute Cash Collateral of the Prepetition Secured Parties under section 363(a) of the Bankruptcy Code. Certain prepetition rents, income, offspring, products, proceeds, and profits, in existence as the Petition Date, including balances of funds in the Debtors’ prepetition and postpetition operating bank accounts, also constitute Cash Collateral that is subject to the Prepetition Collateral constitutes Cash Collateral of the Prepetition Secured Parties’ valid and perfected security interests.

## 12. ***Intercreditor Agreements.***

Pursuant to Section 510 of the Bankruptcy Code, the Intercreditor Agreements and any other applicable intercreditor or subordination provisions contained in any of the other Prepetition Secured Debt Documents (i) shall remain in full force and effect, (ii) shall continue to govern the relative priorities, rights, and remedies of the Prepetition Secured Parties (including the relative priorities, rights and remedies of such parties with respect to replacement liens, administrative expense claims and superpriority administrative expense claims granted or amounts payable in

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respect thereof by the Debtors under this Interim Order or otherwise) and the exercise of any such rights and remedies and (iii) shall not be deemed to be amended, altered or modified by the terms of this Interim Order, unless expressly set forth herein.

13. ***No Claims or Causes of Action.***

The Debtors stipulate that no claims or causes of action exist against, or with respect to, any of the Prepetition Secured Parties and each of their respective Representatives under any agreements by and among the Debtors and any such party that is in existence as of the Petition Date.

14. ***No Control.***

The Debtors stipulate that none of the Prepetition Secured Parties control (or have in the past controlled) the Debtors or their properties or operations, have authority to determine the manner in which any Debtor's operations are conducted or are control persons or insiders of the Debtors by virtue of any of the actions taken with respect to, in connection with, related to or arising from this Interim Order, the Prepetition Secured Debt or Prepetition Secured Debt Documents.

15. ***Releases.***

Subject to the outcome of an ongoing investigation by the independent directors at the applicable Debtor entities, each of the Debtors and the Debtors' estates, on its own behalf and on behalf of its and their respective past, present and future predecessors, successors, heirs, subsidiaries, and assigns, hereby, to the maximum extent permitted by applicable law, absolutely, unconditionally and irrevocably releases and forever discharges and acquits the Prepetition

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Secured Parties and their respective Representatives (as defined herein) (collectively, the “Released Parties”), from any and all obligations and liabilities to the Debtors (and their successors and assigns) and from any and all claims, counterclaims, defenses, offsets, demands, debts, accounts, contracts, liabilities, responsibilities, disputes, remedies, indebtedness, obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorney’s fees, costs, expenses, judgments of every type, and causes of action arising prior to the Petition Date (collectively, the “Released Claims”) of any kind, nature or description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, fixed, contingent, pending or threatened, arising in law or equity, upon contract or tort or under any state or federal or common law or statute or regulation or otherwise, arising out of or related to (as applicable) the Prepetition Secured Debt Documents, the obligations (including Swap Obligations (as defined in the Credit Agreement)) owing and the financial obligations made or secured thereunder and the negotiation thereof and of the transactions and agreements reflected thereby, in each case that the Debtors at any time had, now have or may have, or that their predecessors, successors or assigns at any time had or hereafter can or may have against any of the Released Parties for or by reason of any act, omission, matter, cause or thing whatsoever arising at any time on or prior to the date of this Interim Order, including, without limitation, (i) any so-called “lender liability” or equitable subordination claims or defenses, (ii) any and all claims and causes of action arising under the Bankruptcy Code, and (iii) any and all claims and causes of action regarding the validity, priority, enforceability, perfection, or avoidability of the Prepetition Liens. The Debtors’

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acknowledgments, stipulations, waivers, and releases shall be binding on the Debtors and their respective representatives, successors, and assigns, and on each of the Debtors' estates and all entities and persons, including any creditors of the Debtors, and each of their respective representatives, successors, and assigns, including, without limitation, any trustee or other representative appointed in these Chapter 11 Cases, or upon conversion to chapter 7, whether such trustee or representative is appointed under chapter 11 or chapter 7 of the Bankruptcy Code. For the avoidance of doubt, nothing in this paragraph shall in any way limit or release the obligations of the Prepetition Secured Parties under this order, if any.

#### **H. Findings Regarding the Use of Cash Collateral.**

(a) This Court concludes that good cause has been shown for entry of this Interim Order and entry of this Interim Order is in the best interests of the Debtors' respective estates and creditors as its implementation will, among other things, allow for the continued operation of the Debtors' existing business and enhance the Debtors' prospects for a successful reorganization. Without receiving the relief sought by this Interim Order, the Debtors' estates will be immediately and irreparably harmed.

(b) The Debtors have an immediate and critical need to use Cash Collateral, on an interim basis and in accordance with the Approved Budget (as defined below), in order to permit, among other things, the orderly continuation of the operation of their businesses, to maintain business relationships with landlords, contract counterparties, vendors, suppliers and customers, to make payroll, to make capital expenditures, to satisfy other working capital and operational needs, and fund expenses of these Chapter 11 Cases. The access of the Debtors to

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sufficient working capital and liquidity through the use of Cash Collateral and other Prepetition Collateral is necessary and vital to the preservation and maintenance of the going concern value of the Debtors and their successful reorganization. The Debtors do not have sufficient sources of working capital and financing to operate their business in the ordinary course of business or to maintain their properties without the use of Cash Collateral. Absent the ability to use Cash Collateral and the other Prepetition Collateral, the continued operation of the Debtors' businesses would not be possible, and immediate and irreparable harm to the Debtors and their estates would be inevitable.

(c) The Prepetition Secured Parties constituting the Required Noteholder Secured Parties have consented to the Debtors' use of the Cash Collateral exclusively on and subject to the terms and conditions set forth herein and for the limited duration of such use provided for herein.

(d) Based on the Motion, the First Day Declaration, the Schmaltz Declaration, the Sheaffer Declaration, and the record presented to the Court at the Interim Hearing, the terms of the Adequate Protection Obligations and the terms on which the Debtors may continue to use the Cash Collateral pursuant to this Interim Order are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties and provide the Debtors with reasonably equivalent value and fair consideration.

(e) The Prepetition Secured Parties and the Debtors have acted in good faith regarding the Debtors' continued use of the Cash Collateral to fund the administration of the Debtors' estates and the continued operation of their businesses (including the incurrence, granting



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and payment of, and performance under the Adequate Protection Obligations and the granting of the Adequate Protection Liens), in accordance with the terms hereof. The Debtors, through that certain Restructuring Support Agreement dated as of November 6, 2023, by and among the Debtors, the SoftBank Parties, Cupar, and the Consenting AHG Noteholders (as defined therein) (the “Restructuring Support Agreement” has received the necessary consents from the Prepetition Secured Parties to the Debtors’ proposed use of Cash Collateral, until the Termination Date (as defined below)). The Prepetition Secured Parties (and the successors and assigns thereof) shall be entitled to the full protection of sections 363(m) and 364(e) of the Bankruptcy Code, to the extent such sections apply, in the event that this Interim Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

(f) The Prepetition Secured Parties are entitled to the adequate protection provided in this Interim Order as and to the extent set forth herein pursuant to sections 361, 362, and 363 of the Bankruptcy Code. The adequate protection provided to the Prepetition Secured Parties in this Interim Order for any diminution in the value of the Prepetition Secured Parties’ interest in the Prepetition Collateral (including Cash Collateral) from and after the Petition Date, if any, for any reason provided for under the Bankruptcy Code, including, without limitation, the imposition of the automatic stay pursuant to section 362(a) of the Bankruptcy Code, is consistent with and authorized by the Bankruptcy Code and is offered by the Debtors to protect such parties’ interests in the Prepetition Collateral in accordance with sections 361, 362, and 363 of the Bankruptcy Code. The adequate protection provided herein and other benefits and privileges contained herein are necessary in order to (i) protect the Prepetition Secured Parties from the

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postpetition diminution of their respective interests in the value of the Prepetition Collateral and (ii) obtain the foregoing consents and agreements, and (x) are fair and reasonable, (y) reflect the Debtors' prudent exercise of business judgment and (z) constitute reasonably equivalent value and fair consideration for the use of the Prepetition Collateral, including the Cash Collateral.

(g) Nothing in this Interim Order shall (x) be construed as consent by any of the Prepetition Secured Parties for the use of Cash Collateral other than on the terms set forth in this Interim Order, (y) be construed as a consent by any party to the terms of any other financing or any other lien encumbering the Prepetition Collateral (whether senior or junior) or (z) prejudice, limit or otherwise impair the rights of any of the Prepetition Secured Parties to seek new, different or additional adequate protection or assert the interests of any of the Prepetition Secured Parties and the rights of any other party in interest to object to such relief are hereby preserved.

(h) The Debtors stipulate and the Court finds that each of the Prepetition Secured Parties and the Prepetition Agents shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code. The "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Secured Parties and the Prepetition Agents with respect to proceeds, product, offspring or profits with respect to any of the Prepetition Collateral.

(i) The Debtors have prepared and delivered to the Prepetition First Lien Secured Parties an Initial Budget. The Initial Budget reflects, among other things, the Debtors' anticipated sources and uses of cash for each calendar week, in form and substance satisfactory to each of the Required Consenting AHG Noteholders and the SoftBank Parties. The Initial Budget

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may be modified, amended and updated from time to time in accordance with the terms of this Interim Order and solely to the extent in form and substance satisfactory to each of the Required Consenting AHG Noteholders and the SoftBank Parties. In providing their consent to the use of the Debtors' Cash Collateral, the Prepetition Secured Parties are relying, in part, upon the Debtors' agreement to comply with the Approved Budget and this Interim Order.

**I. Permitted Prior Liens; Continuation of Prepetition Liens.** Nothing herein shall constitute a finding or ruling by this Court that any alleged Permitted Prior Lien is valid, senior, enforceable, prior, perfected or non-avoidable. Moreover, nothing herein shall prejudice the rights of any party-in-interest, including, but not limited to the Debtors, the Prepetition Agents, the other Prepetition Secured Parties and the Committee, if any, in each case to the extent such party has standing to challenge the validity, priority, enforceability, seniority, avoidability, perfection or extent of any alleged Permitted Prior Lien and/or security interests. The right of a seller of goods to reclaim such goods under section 546(c) of the Bankruptcy Code is not a Permitted Prior Lien and is expressly subject to the Prepetition Liens. The Prepetition Liens of each of the Prepetition Secured Parties are continuing liens and the respective Prepetition Collateral of each such Prepetition Secured Party is and will continue to be encumbered by such liens in light of the integrated nature of the respective Prepetition Secured Debt Documents applicable to each such Prepetition Secured Party.

**J. Immediate Entry.** The Debtors have requested immediate entry of this Interim Order pursuant to Bankruptcy Rules 4001(b)(2) and the Local Bankruptcy Rules. Absent granting the relief set forth in this Interim Order, the Debtors' estates will be immediately and irreparably

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harméd. Permitting the use of Cash Collateral, in accordance with this Interim Order is therefore necessary, essential, and appropriate for the management and preservation of the Debtors' estates and in the best interests of the Debtors' estates and is consistent with the Debtors' exercise of their fiduciary duties. Sufficient cause therefore exists for immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2).

Based upon the foregoing findings and conclusions, the Motion and the record before the Court with respect to the Motion, and after due consideration and good and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. *Motion Approved.* The Motion is granted, the incurrence and granting of the Adequate Protection Obligations is authorized and approved and the use of Cash Collateral on an interim basis is authorized, in each case subject to the terms and conditions set forth in this Interim Order. All objections to this Interim Order to the extent not withdrawn, waived, settled or resolved are hereby denied and overruled.

2. *Use of Cash Collateral.* The Debtors are hereby authorized, subject to the terms and conditions of this Interim Order (including the Carve out, the JPM Carve Out and compliance with the Approved Budget) during the period from the Petition Date through and including the Termination Date, and not beyond, to use the Cash Collateral for (i) working capital, general corporate purposes, and administrative costs and expenses of the Debtors incurred in the Chapter 11 Cases, including first-day related relief subject to the terms hereof and (ii) satisfaction of Adequate Protection Obligations owed to the Prepetition Secured Parties, as provided herein;

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*provided* that (a) the Prepetition Secured Parties are granted the adequate protection as hereinafter set forth and (b) except on the terms and conditions of this Interim Order, the Debtors shall be enjoined and prohibited from at any times using the Cash Collateral absent further order of the Court; and (iii) to fund the Carve Out Reserves in accordance with this Interim Order. All of the liens of the Prepetition Secured Parties on such Cash Collateral shall be deemed to extend to such cash irrespective of the accounts in which it is held.

3. *Adequate Protection of Prepetition First Lien Secured Parties.* The Prepetition First Lien Secured Parties are entitled, pursuant to sections 361, 362, 363(e), and 507 of the Bankruptcy Code, to adequate protection of their interests in all Prepetition Collateral, including the Cash Collateral, to the extent of the aggregate diminution in the value of the Prepetition First Lien Secured Parties' interests in the Prepetition Collateral (including Cash Collateral) from and after the Petition Date, if any, for any reason provided for under the Bankruptcy Code, including, without limitation, any such diminution resulting from (a) the sale, lease or use by the Debtors of the Prepetition Collateral, including Cash Collateral, (b) the payment of any amounts under the Carve Out, the JPM Carve Out, or pursuant to this Interim Order, the Final Order or any other order of the Court or provision of the Bankruptcy Code or otherwise, and (c) the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code (the "First Lien Adequate Protection Claims"). In consideration of the foregoing, the Prepetition First Lien Agents for the benefit of the Prepetition First Lien Secured Parties, are hereby granted the following (collectively, the "First Lien Adequate Protection Obligations"):

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(a) First Lien Adequate Protection Liens. The Prepetition First Lien Agents, for themselves and for the benefit of the applicable Prepetition First Lien Secured Parties, are hereby granted (effective and perfected upon the date of this Interim Order and without the necessity of the execution of any mortgages, security agreements, pledge agreements, financing statements or other agreements), in the amount of the Prepetition First Lien Secured Party Adequate Protection Claim, a valid, perfected security interest in and lien upon all of the following (all property identified in clauses (i), (ii), and (iii) below being collectively referred to as the “Adequate Protection Collateral”),<sup>4</sup> subject only to (a) the Carve Out (as defined below), (b) the JPM Carve Out, (c) the Permitted Prior Liens and (d) in each case in accordance with the priorities set forth in the Intercreditor Agreements and **Exhibit 2** (all such liens and security interests, the “First Lien Adequate Protection Liens”):

- (i) *First Priority Liens on Unencumbered Property*: Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first priority senior security interest in and lien upon all tangible and intangible prepetition and postpetition property of the Prepetition Guarantors, whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date, is not subject to (i) a valid, perfected and non-avoidable lien or (ii) a valid and non-avoidable lien in existence as of the Petition Date that is perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, and the proceeds, products, rents, and profits thereof (the “Unencumbered Property”). Unencumbered Property includes, without limitation, any and

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<sup>4</sup> For the avoidance of doubt, notwithstanding paragraph 16(c) herein, (i) the Adequate Protection Collateral shall include, and Adequate Protection Liens shall attach to (x) all proceeds of the Debtors’ real property leases and (y) all leases that permit the attachment of such liens and (ii) to the extent that a lease does not permit such attachment pursuant to its terms, Adequate Protection Liens shall not attach to such leases unless (x) applicable law permits such attachment notwithstanding any prohibition or limitation in such lease and (y) the permissibility of such attachment has been determined by the Court following notice and a hearing, and the Prepetition Secured Parties’ and applicable landlords’ rights are expressly hereby reserved with respect to arguments that may be made at such hearing.

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all unencumbered cash of the Prepetition Guarantors (whether maintained with any of the Prepetition Agents or otherwise) and any investment of such cash, inventory, accounts receivable, other rights to payment whether arising before or after the Petition Date, contracts, properties, plants, fixtures, machinery, equipment, general intangibles, documents, instruments, securities, goodwill, claims and causes of action, insurance policies and rights, claims and proceeds from insurance, commercial tort claims and claims that may constitute commercial tort claims (known and unknown), chattel paper (including electronic chattel paper and tangible chattel paper), interests in leaseholds, real properties, real property leaseholds, deposit accounts, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, capital stock or other equity interests of subsidiaries, joint ventures and other entities, wherever located, intercompany loans and notes, servicing rights, swap and hedge proceeds and termination payments, and the proceeds, products, rents and profits, whether arising under section 552(b) of the Bankruptcy Code or otherwise, of all the foregoing (excluding claims and causes of action under sections 502(d), 544, 545, 547, 548 and 550 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code or applicable state-law equivalents (“Avoidance Actions”), but including, subject to entry of a Final Order, any proceeds or property recovered, unencumbered or otherwise, from Avoidance Actions, whether by judgment, settlement or otherwise (“Avoidance Proceeds”). The foregoing shall not include assets or property (other than Prepetition Collateral, including Cash Collateral) upon which, and solely to the extent that, the grant of an Adequate Protection Lien as contemplated in this Interim Order, would not be enforceable pursuant to applicable law, but shall include the proceeds thereof, which Adequate Protection liens are granted thereupon.

- (ii) *Liens Junior to Certain Other Liens.* Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected security interest in and lien upon all tangible and intangible pre- and postpetition property of each Debtor that is not Prepetition Collateral but is subject to either (i) valid perfected and non-avoidable liens in existence immediately prior to the Petition Date (other than the Prepetition Liens) or (ii) valid and non-avoidable liens in existence immediately prior to the Petition Date that are perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code (any such liens described in the foregoing clauses (i) and (ii), the “Other Senior Liens”), and the proceeds, products, rents and profits thereof, whether arising under section 552(b) of the Bankruptcy Code or otherwise, which

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security interest and lien shall be junior and subordinate to any such valid, perfected, and non-avoidable Other Senior Liens on such property in existence immediately prior to the Petition Date.

- (iii) *Liens Senior to Prepetition Liens.* Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected, non-voidable priming replacement lien on, and security interest in, all prepetition and postpetition property of the Debtors that is of the same nature, scope, and type as the Prepetition Collateral, and all products, proceeds, rents and profits thereof, whether arising from section 552(b) of the Bankruptcy Code or otherwise; *provided* that the First Lien Adequate Protection Liens set forth in this paragraph (iii) shall be senior to the Prepetition Liens but junior to valid, perfected and non-avoidable Other Senior Liens on such property in existence immediately prior to the Petition Date that are permitted under the Prepetition Secured Debt Documents to be senior to the Prepetition Liens.

(b) First Lien 507(b) Claims. The Prepetition First Lien Agents, for themselves and for the benefit of the other Prepetition First Lien Secured Parties, are hereby granted, subject to the Carve Out and the JPM Carve Out, allowed superpriority administrative expense claims as provided for in section 507(b) of the Bankruptcy Code in the amount of the First Lien Adequate Protection Claims with priority in payment over any and all administrative expenses of the kind specified or ordered pursuant to any provision of the Bankruptcy Code (the “First Lien 507(b) Claims”), which administrative claims shall have recourse to and be payable from (i) all prepetition and postpetition property of the Debtors, and (ii) subject to entry of a Final Order, the proceeds of the Avoidance Actions. The First Lien 507(b) Claims shall be subject and subordinate only to the Carve Out and the JPM Carve Out.

(c) First Lien Secured Parties Fees and Expenses. As further adequate protection, the Debtors are authorized and required to pay, in accordance with the terms of



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paragraph 18 of this Interim Order, all reasonable and documented fees and expenses of the Prepetition First Lien Secured Parties pursuant to the First Lien Notes Documents or Credit Agreement Documents, whether incurred before or after the Petition Date, including, but not limited to, (i) the reasonable and documented fees and out-of-pocket expenses of Davis Polk & Wardwell LLP ("Davis Polk") as counsel, Greenberg Traurig, LLP as New Jersey counsel, Freshfields Bruckhaus Deringer LLP, as UK counsel and Ducera Partners LLC as financial advisors to the Ad Hoc Noteholder Group (as defined in the Restructuring Support Agreement, the "Ad Hoc Group"), (ii) the reasonable and documented fees and out-of-pocket expenses of Weil, Gotshal & Manges LLP ("Weil") as counsel, Houlihan Lokey, Inc. as financial advisor, and Wollmuth Maher & Deutsch LLP ("Wollmuth Maher") as New Jersey counsel to the SoftBank Parties, (iii) the reasonable and documented fees and out-of-pocket expenses of Cooley LLP ("Cooley") as counsel and Piper Sandler & Co. ("PSC") as financial advisor to Cupar, (iv) the reasonable a documented fees and out-of-pocket expenses of Milbank LLP as counsel to the Credit Agreement Shared Collateral Agent, (v) Freshfields Bruckhaus Deringer US LLP, as counsel to JPM, and (vi) the reasonable and documented fees and out-of-pocket expenses of U.S. Bank Trust Company, National Association ("U.S. Bank"), including without limitation the reasonable and documented fees and out-of-pocket expenses of Kelley Drye & Warren LLP ("Kelley Drye"), U.S. Bank's outside counsel, in U.S. Bank's respective capacities as (a) First Lien Notes Indenture Trustee, (b) First Lien Notes Collateral Agent, and (c) Controlling Authorized Representative, including, without limitation, fees and expenses incurred in connection with (x) the execution and delivery by U.S. Bank of any instrument of resignation and replacement, if any, with respect to

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any series of notes or (y) any other capacity of U.S. Bank described in this Interim Order, plus, with respect to each clause (i), (ii), (iii), (iv) (v), and (vi) above, one specialist counsel and one local counsel in each applicable field or jurisdiction and for each of the Ad Hoc Group and the SoftBank Parties, and, in the case of an actual conflict of interest, one additional specialist or local counsel to all such affected persons (collectively, the “First Lien Adequate Protection Fees and Expenses”), in each case subject to the review procedures set forth in paragraph 18 of this Interim Order. None of the First Lien Adequate Protection Fees and Expenses shall be subject to separate approval by this Court or the U.S. Trustee Guidelines, and no recipient of any such payment shall be required to file any interim or final fee application with respect thereto or otherwise seek the Court’s approval of any such payments.

(d) First Lien Secured Parties Financial Reporting. The applicable Debtors shall provide any reporting described in this Interim Order, and shall provide each of the Credit Agreement Shared Collateral Agent, the Ad Hoc Group, the SoftBank Parties, Cupar Grimmond, LLC (“Cupar”), JPM, the Controlling Authorized Representative (with copies to Kelley Drye) and the U.S. Trustee with copies of all Approved Budgets.

4. *Adequate Protection of Prepetition Second Lien Secured Parties.* The Prepetition Second Lien Secured Parties are entitled, pursuant to sections 361, 362, 363(e), and 507 of the Bankruptcy Code, to adequate protection of their interests in the Prepetition Collateral, including the Cash Collateral, to the extent of the diminution in the value of the Prepetition Second Lien Secured Parties’ interests in the Prepetition Collateral (including Cash Collateral) from and after the Petition Date, if any, for any reason provided for under the Bankruptcy Code, including,

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without limitation, any such diminution resulting from (a) the sale, lease or use by the Debtors of the Prepetition Collateral, including Cash Collateral, (b) the payment of any amounts under the Carve Out, the JPM Carve Out, or pursuant to this Interim Order, the Final Order or any other order of the Court or provision of the Bankruptcy Code or otherwise, and (c) the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code (the “Second Lien Adequate Protection Claims”). In consideration of the foregoing, the Second Priority Lien Collateral Agent, for the benefit of the Prepetition Second Lien Secured Parties, is hereby granted the following (collectively, the “Second Lien Adequate Protection Obligations”):

(a) Second Lien Adequate Protection Liens. The Second Priority Lien Collateral Agent, for itself and for the benefit of the other Prepetition Second Lien Secured Parties, is hereby granted (effective and perfected upon the date of this Interim Order and without the necessity of the execution of any mortgages, security agreements, pledge agreements, financing statements or other agreements), in the amount of the Second Lien Adequate Protection Claim (which, for the avoidance of doubt, is directly junior to the First Lien Adequate Protection Claim), a valid, perfected replacement security interest in and lien upon all of the Adequate Protection Collateral, subject only to (i) the Carve Out, (ii) the JPM Carve Out, (iii) the Permitted Prior Liens, (iv) the First Lien Adequate Protection Liens, and (v) in each case in accordance with the priorities set forth in the Intercreditor Agreements and **Exhibit 2** (all such liens and security interests, the “Second Lien Adequate Protection Liens”):

- (i) *Second Priority Liens on Unencumbered Property*: Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing,

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enforceable, fully-perfected senior security interest in and lien upon all Unencumbered Property with the priority set forth in **Exhibit 2**.

(ii) *Liens Junior to Certain Other Liens.* Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected security interest in and lien upon the property described in section 3(a)(ii) with the priority set forth in **Exhibit 2**.

(iii) *Liens Senior to Prepetition Liens.* Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected, non-voidable priming lien on, and security interest in the property described in section 3(a)(iii) with the priority set forth in **Exhibit 2**.

(b) **Second Lien 507(b) Claims.** The Second Priority Lien Collateral Agent, for itself and for the benefit of the other Prepetition Second Lien Secured Parties, is hereby granted, subject to the Carve Out, the JPM Carve Out, and the First Lien 507(b) Claim, an allowed superpriority administrative expense claim as provided for in section 507(b) of the Bankruptcy Code in the amount of the Second Lien Adequate Protection Claim with, except as set forth in this Interim Order, priority in payment over any and all administrative expenses of the kind specified or ordered pursuant to any provision of the Bankruptcy Code (the “**Second Lien 507(b) Claims**” (which, for the avoidance of doubt, is directly junior to the First Lien 507(b) Claim)), which administrative claim shall have recourse to and be payable from (i) all prepetition and postpetition property of the Debtors, and (ii) the proceeds of the Avoidance Actions. The Second Lien 507(b) Claims shall be subject and subordinate to the Carve Out, the First Lien 507(b) Claims, and the JPM Carve Out.

5. *Adequate Protection of Prepetition Third Lien Secured Parties.* The Prepetition Third Lien Secured Parties are entitled, pursuant to sections 361, 362, 363(e), and 507 of the

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Bankruptcy Code, to adequate protection of their interests in the Prepetition Collateral, including the Cash Collateral, to the extent of the diminution in the value of the Prepetition Third Lien Secured Parties' interests in the Prepetition Collateral (including Cash Collateral) from and after the Petition Date, if any, for any reason provided for under the Bankruptcy Code, including, without limitation, any such diminution resulting from the (a) sale, lease or use by the Debtors of the Prepetition Collateral, including Cash Collateral, (b) the payment of any amounts under the Carve Out, the JPM Carve Out, or pursuant to this Interim Order, the Final Order or any other order of the Court or provision of the Bankruptcy Code or otherwise, and (c) the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code (the "Third Lien Adequate Protection Claims," and together with the First Lien Adequate Protection Claims and the Second Lien Adequate Protection Claims, the "Adequate Protection Claims"). In consideration of the foregoing, Third Priority Lien Collateral Agent, for the benefit of the Prepetition Third Lien Secured Parties, is hereby granted the following (collectively, the "Third Lien Adequate Protection Obligations," and together with the First Lien Adequate Protection Obligations and the Second Lien Adequate Protection Obligations, the "Adequate Protection Obligations"):

(a) Third Lien Adequate Protection Liens. The Third Priority Lien Collateral Agent, for itself and for the benefit of the other Prepetition Third Lien Secured Parties, is hereby granted (effective and perfected upon the date of this Interim Order and without the necessity of the execution of any mortgages, security agreements, pledge agreements, financing statements or other agreements), in the amount of the Third Lien Adequate Protection Claim (which, for the avoidance of doubt, is directly junior to the Second Lien Adequate Protection

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Claim), a valid, perfected replacement security interest in and lien upon all of the Adequate Protection Collateral, subject only to (i) the Carve Out, (ii) the JPM Carve Out, (iii) the Permitted Prior Liens, (iv) the First Lien Adequate Protection Liens, (v) the Second Lien Adequate Protection Liens, and (vi) in each case in accordance with the priorities set forth in the Intercreditor Agreements and **Exhibit 2** (all such liens and security interests, the “Third Lien Adequate Protection Liens,” and together with the First Lien Adequate Protection Liens and the Second Lien Adequate Protection Liens, the “Adequate Protection Liens”):

- (i) *Third Priority Liens on Unencumbered Property*: Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected senior security interest in and lien upon all Unencumbered Property with the priority set forth in **Exhibit 2**.
- (ii) *Liens Junior to Certain Other Liens*. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected security interest in and lien upon the property described in section 3(a)(ii) with the priority set forth in **Exhibit 2**.
- (iii) *Liens Senior to Prepetition Liens*. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected, non-voidable priming lien on, and security interest in the property described in section 3(a)(iii) with the priority set forth in **Exhibit 2**.

(b) **Third Lien 507(b) Claims**. The Third Priority Lien Collateral Agent, for itself and for the benefit of the other Prepetition Third Lien Secured Parties, is hereby granted, subject to the Carve Out, the JPM Carve Out, the First Lien 507(b) Claim, and the Second Lien 507(b) Claim, an allowed superpriority administrative expense claim as provided for in section 507(b) of the Bankruptcy Code in the amount of the Third Lien Adequate Protection Claim with, except as set forth in this Interim Order, priority in payment over any and all administrative

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expenses of the kind specified or ordered pursuant to any provision of the Bankruptcy Code (the “Third Lien 507(b) Claims” (which, for the avoidance of doubt, is directly junior to the Second Lien 507(b) Claim), and together with the First Lien 507(b) Claims and the Second Lien 507(b) Claim, the “507(b) Claims”), which administrative claim shall have recourse to and be payable from all (i) prepetition and postpetition property of the Debtors, and (ii) the proceeds of the Avoidance Actions. The Third Lien 507(b) Claims shall be subject and subordinate to the Carve Out, the JPM Carve Out, the First Lien 507(b), and the Second Lien 507(b) Claims.

6. *Status of Adequate Protection Liens.* Subject to the Carve Out and the JPM Carve Out, and in each case in accordance with the priorities set forth in the Intercreditor Agreements and **Exhibit 2**, the Adequate Protection Liens shall not be (i) subject or subordinate to or made *pari passu* with (A) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code, (B) unless otherwise provided for in this Interim Order, any liens or security interests arising after the Petition Date, including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit (including any regulatory body), commission, board or court for any liability of the Debtors or (C) any intercompany or affiliate liens of the Debtors or security interests of the Debtors; or (ii) subordinated to or made *pari passu* with any other lien or security interest under section 363 or 364 of the Bankruptcy Code granted on or after the date hereof.

7. *Adequate Protection Obligations Binding.* Upon entry of this Interim Order, the Adequate Protection Obligations shall constitute valid, binding and non-avoidable obligations of the Debtors, enforceable against each Debtor and its estate in accordance with the terms of this

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Interim Order, and any successors thereto, including any trustee appointed in the Chapter 11 Cases, or in any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (collectively, the “Successor Cases”).

8. *Carve Out.*

(a) As used in this Interim Order, the “Carve Out” means the sum of: (i) all fees of each Debtor required to be paid to the Clerk of the Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to \$50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order or otherwise, all unpaid fees and expenses (the “Allowed Professional Fees”) incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (the “Debtor Professionals”) and the Committee (if any) pursuant to section 328 or 1103 of the Bankruptcy Code (the “Committee Professionals” and, together with the Debtor Professionals, the “Professional Persons”) (in each case, other than any restructuring, sale, success or other transaction fee of any investment bankers or financial advisors); *provided* however, for the avoidance of doubt, that any monthly fees of any investment bankers or financial advisors shall be included) at any time before or on the first business day following delivery by the Required Consenting AHG Noteholders or the SoftBank Parties of a Carve Out Trigger Notice (as defined below), whether allowed by the Court prior to or after



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delivery of a Carve Out Trigger Notice; and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed \$20 million incurred after the first business day following delivery by the Required Consenting AHG Noteholders or the SoftBank Parties of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the “Post-Carve Out Trigger Notice Cap”).

(b) For purposes of the foregoing, “Carve Out Trigger Notice” shall mean a written notice delivered by email (or other electronic means) by the Required Consenting AHG Noteholders or the SoftBank Parties, to the Debtors, their lead restructuring counsel (Kirkland & Ellis LLP), the U.S. Trustee and lead counsel to the Committee (to the extent one has been appointed), JPM and their counsel (Freshfields Bruckhaus Deringer US LLP, which notice may be delivered following the occurrence and during the continuation of a Termination Event and upon termination of the Debtors’ right to use Cash Collateral, stating that the Post-Carve Out Trigger Notice Cap has been invoked.

(c) *Carve Out Reserves.* On the day on which a Carve Out Trigger Notice is given by the Required Consenting AHG Noteholders or the SoftBank Parties to the Debtors with a copy to counsel to the Committee (if any) (the “Termination Declaration Date”), the Carve Out Trigger Notice shall constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the then unpaid amounts of the Allowed Professional Fees. The Debtors shall deposit and hold such amounts in a segregated account in trust to pay such then unpaid Allowed Professional Fees (the

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“Pre-Carve Out Trigger Notice Reserve”) prior to any and all other claims. On the Termination Declaration Date, after funding the Pre-Carve Out Trigger Notice Reserve, the Debtors shall utilize all remaining cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the Post-Carve Out Trigger Notice Cap (the “Post-Carve Out Trigger Notice Reserve” and, together with the Pre-Carve Out Trigger Notice Reserve, the “Carve Out Reserves”) prior to any and all other claims. All funds in the Pre-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clauses (a)(i) through (a)(iii) of the definition of Carve Out set forth above (the “Pre-Carve Out Amounts”), but not, for the avoidance of doubt, the Post-Carve Out Trigger Notice Cap, until paid in full, and then, to the extent the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay the Controlling Authorized Representative for the benefit of the Prepetition Secured Parties, unless the Prepetition Secured Debt has been indefeasibly paid in full, in cash, in which case any such excess shall be paid to the Debtors’ creditors in accordance with their rights and priorities as of the Petition Date. All funds in the Post-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve Out set forth above (the “Post-Carve Out Amounts”), and then, to the extent the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay the Controlling Authorized Representative for the benefit of Prepetition Secured Parties, unless the Prepetition Secured Debt has been indefeasibly paid in full, in cash, in which case any such excess shall be paid to the Debtors’ creditors in accordance with their respective rights and priorities as of the Petition Date. Notwithstanding anything to the contrary in the Prepetition Secured Debt Documents or this Interim Order, if either of the Carve Out

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Reserves is not funded in full in the amounts set forth in this paragraph 8, then, any excess funds in one of the Carve Out Reserves following the payment of the Pre-Carve Out Amounts and Post-Carve Out Amounts, respectively, shall be used to fund the other Carve Out Reserve, up to the applicable amount set forth in this paragraph 8, prior to making any payments to any of the Debtors' creditors, as applicable. Notwithstanding anything to the contrary in the Prepetition Secured Debt Documents or this Interim Order, following delivery of a Carve Out Trigger Notice, the Controlling Authorized Representative shall not sweep or foreclose on cash (including cash received as a result of any sale or other disposition of any assets) of the Debtors until the Carve Out Reserves have been fully funded and JPM (or its counsel) has confirmed in writing (email to suffice) that no JPM Intraday Exposure is outstanding, but shall have a security interest in any residual interest in the Carve Out Reserves, with any excess paid to the Controlling Authorized Representative for application in accordance with the Prepetition Secured Debt Documents. Further, notwithstanding anything to the contrary in this Interim Order, (i) disbursements by the Debtors from the Carve Out Reserves shall not constitute an advance or extension of credit under any of the Prepetition Secured Debt Documents or increase, or reduce the obligations under the Prepetition Secured Debt Documents, (ii) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out, and (iii) in no way shall the Initial Budget, Approved Budget, Carve Out, Post-Carve Out Trigger Notice Cap, Carve Out Reserves, or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors. For the avoidance of doubt and notwithstanding anything to the contrary in this Interim Order or in any Prepetition Secured Debt

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Documents, the Carve Out shall be senior to all liens and claims securing the Prepetition Collateral, the Adequate Protection Liens, the 507(b) Claims and the JPM Carve Out, and any and all other forms of adequate protection, liens, or claims securing the Prepetition Secured Debt.

(d) *Payment of Allowed Professional Fees Prior to the Termination Declaration Date.* Any payment or reimbursement made prior to the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall not reduce the Carve Out.

(e) *No Direct Obligation to Pay Allowed Professional Fees.* None of the Prepetition Agents, or the Prepetition Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Cases or any Successor Cases under any chapter of the Bankruptcy Code. Nothing in this Interim Order or otherwise shall be construed to obligate the Prepetition Agents, or the Prepetition Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(f) *Payment of Carve Out On or After the Termination Declaration Date.* Any payment or reimbursement made on or after the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for-dollar basis.

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9. *JPM Carve Out.*

(a) As used in this Interim Order, the “JPM Intraday Exposure” means any obligations of the Company owed and outstanding to JPM on account of overdraft or other amounts owing to JPM, including fees and expenses of counsel, arising out of the ordinary course operation of the Company’s cash management system, whether or not consistent with past practice. For the avoidance of doubt, subject only to the Carve Out, any claim held by JPM arising from or on account of the JPM Intraday Exposure, shall be senior to any and all liens and claims, regardless of priority and regardless of whether such liens and claims arose prior to or after the Petition Date; *provided* that any recovery against the Debtors on account arising from this paragraph the “JPM Carve Out”) shall not exceed the JPM Intraday Exposure from time to time. For the avoidance of doubt the JPM Carve Out shall be subject and subordinate to the Carve Out in all respects.

(b) The automatic stay imposed under Section 362(a) of the Bankruptcy Code is hereby lifted in favor of JPM to access funds held in accounts held by JPM to satisfy any JPM Intraday Exposure and JPM may disregard any standing instructions provided in connection with any control agreements with respect to any accounts held at JPM and any control notices delivered pursuant thereto.

10. *Budget Maintenance and Compliance.*

(a) The use of Cash Collateral and Prepetition Collateral pursuant to this Interim Order shall be limited in accordance with the Initial Approved Budget attached hereto as **Exhibit 1** (the “Initial Budget”), and as updated in accordance with the provisions of this Interim Order (each such update, an “Updated Budget” and with the Initial Budget, a “Budget,” and any

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other budget subsequently approved by the Required Consenting AHG Noteholders and the SoftBank Parties, an “Approved Budget”). The Initial Budget has been approved by the Required Consenting AHG Noteholders and the SoftBank Parties for the period starting with the Petition Date is attached hereto as **Exhibit 1**.

(b) *Updated Budgets and Periodic Reporting.* The Debtors shall furnish to the Ad Hoc Group, the Controlling Authorized Representative (with copies to Kelley Drye) and the SoftBank Parties the following: no later than every fourth Thursday (but if such Thursday is not a business day, the next business day), beginning with Thursday, November 30, 2023, a rolling updated 13-week cash flow forecast and budget (which shall, for the avoidance of doubt, be in the same form, and contain all of the same line items, as the Initial Budget) setting forth all projected cash receipts and expenditures on a line item and aggregate weekly basis for the next 13-week period for review by the Ad Hoc Group and the SoftBank Parties. Such Updated Budget may become an Approved Budget with the prior written consent of the Required Consenting AHG Noteholders and the SoftBank Parties (email being sufficient); *provided, however*, that approval of any update to an Approved Budget then in effect shall be limited to only the subsequent four week period and that no approval of the Required Consenting AHG Noteholders or the SoftBank Parties, shall be required with respect to any proposed update to the Approved Budget to the extent the previously approved line items therein remain unchanged for the same period set forth in the Approved Budget then in effect. Upon and subject to the approval of any such Updated Budget by the Required Consenting AHG Noteholders and the SoftBank Parties, such Updated Budget shall constitute the then-Approved Budget; *provided, however*, that in the event the Required

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Consenting AHG Noteholders, the SoftBank Parties, and the Debtors are unable to reach agreement regarding an Updated Budget, the Approved Budget most recently in effect shall remain the Approved Budget. Each Budget delivered pursuant to this paragraph shall be accompanied by such supporting documentation as reasonably requested by the Required Consenting AHG Noteholders, the SoftBank Parties, or Cupar. Each Budget shall be prepared in good faith based upon assumptions that the Debtors believe to be reasonable. So long as the Debtors' right to use Cash Collateral pursuant to this Interim Order has not terminated, the Debtors shall provide copies of any Approved Budget to counsel for the Softbank Parties, Cupar and the Committee, if any, the U.S. Trustee, and counsel to JPM.

(c) *Variance Reporting.* By not later than Thursday, November 16 (the “Initial Reporting Date”), and on each Thursday thereafter (or, if such Thursday is not a business day, then the immediately succeeding business day) (the “Reporting Date” and each four-week period, a “Reporting Period”), the Debtors shall deliver to the Required Consenting AHG Noteholders, the SoftBank Parties, Cupar, the Controlling Authorized Representative (with copies to Kelley Drye) and JPM a variance report (each, a “Variance Report”) setting forth the incremental disbursement (excluding any First Lien Adequate Protection Fees and Expenses) variance for the immediately preceding Reporting Period and the cumulative disbursement (excluding any First Lien Adequate Protection Fees and Expenses) variance from the Petition Date to the date of the then most recently ended Reporting Period, comparing actual cumulative and incremental cash receipts and disbursements to the amounts of the cumulative and incremental cash receipts and disbursements projected in the Approved Budget. The Variance Report shall include the percentage and amount

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by which the actual incremental and cumulative receipts and disbursements differed from the incremental and cumulative receipts and disbursements set forth in the Approved Budget (x) for such Reporting Period and (y) on a cumulative basis from the Petition Date to the end of the then-most recent Reporting Period. Any material variance shall be accompanied by a qualitative explanation.

(d) *Permitted Variances.* The Debtors shall not, without the written consent of the Required Consenting AHG Noteholders and the SoftBank Parties (which may be delivered via email by counsel), make disbursements during any Reporting Period in an aggregate amount that would exceed the sum of the aggregate amount of the expenses set forth in the Approved Budget for such Reporting Period by more than twenty percent (20%) for the first two Variance Reports, and fifteen percent (15.0%) thereafter (the “Permitted Variances”). For the avoidance of doubt, for the interim period between delivery of an Updated Budget and until such Updated Budget becomes an Approved Budget, any amounts unused by the Debtors for a particular Reporting Period with respect to the previous Approved Budget for such period (including any amounts corresponding to Permitted Variances) may be carried forward to subsequent Reporting Periods.

11. *Termination.* The Debtors’ authorization to use Cash Collateral hereunder shall automatically terminate (the date of any such termination, the “Termination Date”) immediately without further notice or court proceeding five (5) business days (any such five-business day period of time, the “Default Notice Period”) following the delivery of a written notice (any such notice, a “Default Notice”) by the Required Consenting AHG Noteholders or the SoftBank Parties, in consultation with Cupar (solely to the extent reasonably practicable under the circumstances in



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the judgment of the Required Consenting AHG Noteholders and Softbank Parties) to the Debtors, Debtors' counsel, the U.S. Trustee, the Prepetition Agents and counsel to the Committee (if any) and counsel to JPM following the occurrence of any of the events set forth below (any such event, a "Termination Event") unless: (i) such occurrence is cured by the Debtors prior to the expiration of the Default Notice Period with respect to such clause, (ii) such occurrence is waived by the Required Consenting AHG Noteholders or the SoftBank Parties, as applicable), in each case, in consultation with Cupar (solely to the extent reasonably practicable under the circumstances in the judgment of the Required Consenting AHG Noteholders and Softbank Parties), or (iii) the Court rules that a Termination Event has not in fact occurred or has extended the Default Notice Period; *provided* that, during the Default Notice Period, the Debtors shall be entitled to continue to use the Cash Collateral in accordance with the terms of this Interim Order (the events set forth in clauses (a) through (u) below (are collectively referred to herein as the "Termination Events")):

(a) The Court shall have entered an order, or the Debtors shall have filed a motion or application seeking an order (without the prior written consent of the Required Consenting AHG Noteholders and the SoftBank Parties), (i) converting one or more of the Chapter 11 Cases of a Debtor to a case under chapter 7 of the Bankruptcy Code, (ii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code, a trustee, or a responsible officer, in one or more of the Chapter 11 Cases of a Debtor, or (iii) dismissing the Chapter 11 Cases;

(b) the failure of the Debtors to comply with any of the Milestones (as defined in the Restructuring Term Sheet (as defined in the Restructuring Support Agreement)) unless such Milestone is extended with the written consent of the Required Consenting AHG Noteholders and the SoftBank Parties;

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(c) An order shall be entered avoiding, disgorging, or requiring repayment of any payment or reimbursement made by the Debtors to the Prepetition Secured Parties, in each case, unless such payment or reimbursement are either voluntarily reduced by such Prepetition Secured Party, the Required Consenting AHG Noteholders and the SoftBank Parties, or disallowed by the Court;

(d) the Bankruptcy Court enters an order (or the Debtors seek an order) invalidating, disallowing, subordinating, recharacterizing, or limiting, as applicable, any of the Prepetition Secured Debt, the liens securing the Prepetition Secured Debt, or the adequate protection liens granted in any Cash Collateral Order or the DIP TLC Orders, or any official committee or other person obtains standing to pursue any Challenge;

(e) the Bankruptcy Court grants relief from any stay of proceeding (including, without limitation, the automatic stay) so as to allow a third party to proceed with foreclosure (or granting of a deed in lieu of foreclosure) or other remedy against any asset with a value in excess of \$5,000,000 or to permit other actions that would have a material adverse effect on the Debtors without the written consent of the Required Consenting AHG Noteholders and the SoftBank Parties;

(f) the Debtors lose the exclusive right to file and solicit acceptances of a chapter 11 plan;

(g) any of the Debtors (i) files any motion seeking to avoid, disallow, subordinate, or recharacterize any Prepetition Secured Debt, or any lien or interest held by any Prepetition Secured Parties arising under or relating to the Prepetition Secured Debt Documents or (ii) supports any application, adversary proceeding, or cause of action filed by a third party against a Prepetition Secured Party, or consents to the standing of any such third party to bring such application, adversary proceeding, or cause of action against a Prepetition Secured Party, including, without limitation, any application, adversary proceeding, or cause of action referred to in the immediately preceding sub-clause (i);

(h) other than the Chapter 11 Cases and any foreign insolvency proceedings that are consented to by Required Consenting AHG Noteholders and the SoftBank Parties, if any Debtor (i) voluntarily commences any case or files any petition seeking bankruptcy, winding up, dissolution, liquidation, administration, moratorium, receivership, reorganization, or other relief under any federal, state, or foreign bankruptcy, insolvency, administrative receivership, or similar law now or hereafter in effect, except as contemplated by the Restructuring Support Agreement,

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(ii) consents to the institution of, or fails to contest in a timely and appropriate manner, any involuntary proceeding or petition described in the preceding subsection (i), (iii) applies for or consents to the appointment of a receiver, administrator, administrative receiver, trustee, custodian, sequestrator, conservator, or similar official with respect to any Debtor or for a substantial part of such Debtor's assets, (iv) makes a general assignment or arrangement for the benefit of creditors, or (v) takes any corporate action for the purpose of authorizing any of the foregoing;

(i) any Debtor grants any liens or security interest, or encumbrance other than: (i) those existing immediately prior to the date hereof, (ii) those permitted pursuant to the DIP TLC Facility (as defined in the Restructuring Support Agreement), or (iii) those granted under or permitted by any order authorizing the DIP TLC Facility;

(j) any Debtor (i) consummating or entering into a definitive agreement evidencing, or filing one or more motion or application seeking authority to consummate or enter into, any merger, consolidation, disposition of material assets, acquisition or sale of material assets, or similar transaction, (ii) making any material investments, (iii) paying any dividend, or (iv) incurring any indebtedness for borrowed money, in each case (x) outside the ordinary course of business, (y) in excess of \$10,000,000 in the aggregate, or (z) other than as contemplated by this Agreement and the Restructuring Transactions, unless the SoftBank Parties and the Required Consenting AHG Noteholders have provided prior written consent (email to suffice);

(k) The entry of an order other than the Interim Order or the Final Order in any of the Chapter 11 Cases authorizing the use of Cash Collateral or granting adequate protection to any party with respect to the Prepetition Collateral without the consent of the Required Consenting AHG Noteholders and the Softbank Parties (email to suffice);

(l) This Interim Order or Final Order ceases to be in full force and effect for any reason or an order shall be entered (or the Debtors seek an order) reversing, amending, supplementing, staying, vacating or otherwise modifying this Interim Order and the Final Order without the written consent of the Required Consenting AHG Noteholders, or the SoftBank Parties, as applicable;

(m) The Debtors shall obtain court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against any of the Prepetition Secured Parties relating to the Prepetition Secured Debt, including, without limitation, with respect to the Debtors' Stipulations, admissions, agreements

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and releases contained in this Interim Order, subject in all respects to the investigation by the independent directors of the Debtors;

(n) The entry of an order in the Chapter 11 Cases charging any of the Adequate Protection Collateral of the Prepetition Secured Parties (each as defined in the Interim Cash Collateral Order) under sections 506(c) or 552(b) of the Bankruptcy Code against any of the Prepetition Secured Parties under which any person takes action against such collateral or that becomes a final non-appealable order (or any order requiring any of the Prepetition Secured Parties to be subject to the equitable doctrine of “marshaling”);

(o) Failure of the Debtors to make any payment under this Interim Order to any of the Prepetition Secured Parties as and when due;

(p) The expenditure by any of the Debtors of Cash Collateral other than in accordance with the Approved Budget or in amounts that exceed the Permitted Variance, or the failure to provide any of the reports and other information as reasonably required by paragraph titled “Budget Maintenance and Compliance” of this Interim Order;

(q) Failure of the Debtors to: (i) comply with any provision of this Interim Order; or (ii) comply with any other covenant or agreement specified in this Interim Order to be complied with;

(r) The entry of any post-petition judgment against any Debtor in excess of \$20,000,000 and such judgment is afforded any lien or claim priority status upon any assets of the Debtors or allowed to proceed against a Debtor by any court of competent jurisdiction;

(s) The payment of any prepetition claims that are junior in interest or right to the liens and mortgages on such collateral held by any of the Prepetition Secured Parties, other than in accordance with the Approved Budget or as otherwise permitted by an order entered in the Chapter 11 Cases or as otherwise authorized by the Required Consenting AHG Noteholders or the SoftBank Parties, or as otherwise permitted pursuant to the Restructuring Support Agreement, as applicable;

(t) the entry of any order authorizing the use of debtor-in-possession financing that is not acceptable to Required Consenting AHG Noteholders and the Softbank Parties; and

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(u) Any of the Debtors file any motions, pleadings, briefs, or support any other parties in furtherance of any event that would constitute a Termination Event.

12. *Remedies upon the Termination Date.* Upon the occurrence of the Termination Date, (a) the Debtors' authorization to use Cash Collateral hereunder shall automatically terminate (subject only to the Carve Out and the JPM Carve Out) immediately without further notice or court proceeding, (b) the Carve out Trigger Notice shall be delivered and the Carve out Reserves shall be funded as set forth in this Interim Order; (c) (subject to the Carve Out and the JPM Carve Out), the Adequate Protection Obligations, if any, shall become immediately due and payable, and (d) the Prepetition Agents and the Prepetition Secured Parties may, subject to the terms of all applicable Intercreditor Agreements, exercise the rights and remedies available under the Prepetition Secured Debt Documents, this Interim Order or applicable law (subject only to the Carve Out and the JPM Carve Out), including without limitation, foreclosing upon and selling all or a portion of the Prepetition Collateral or Adequate Protection Collateral in order to collect the Adequate Protection Obligations. The automatic stay under section 362 of the Bankruptcy Code is hereby deemed modified and vacated to the extent necessary to permit such actions, provided that during the Default Notice Period, unless the Court orders otherwise, the automatic stay under section 362 of the Bankruptcy Code (to the extent applicable) shall remain in effect. The rights of the Debtors to oppose any relief requested by the Prepetition Agents and Prepetition Secured Parties are fully reserved, and the parties hereby consent to the setting of an expedited hearing. If the Debtors request an emergency hearing to consider relief from the automatic stay or any other

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appropriate relief in connection with delivery of the Default Notice within the Default Notice Period but such hearing is scheduled for a later date by the Court (not requested by the Debtors), the Default Notice Period shall be automatically extended to the date of such hearing. For the avoidance of doubt, any such emergency hearing shall be limited to consideration of whether such Termination Event validly occurred, whether a Default Notice was properly provided, or whether a Termination Event has been cured or waived in accordance with this Interim Order. Any delay or failure of the Prepetition Agents or Prepetition Secured Parties to exercise rights under the Prepetition Secured Debt Documents or this Interim Order shall not constitute a waiver of their respective rights hereunder, thereunder or otherwise, unless any such waiver is pursuant to a written instrument executed in accordance with the terms of the applicable document. At the end of the Default Notice Period, the automatic stay shall be and hereby is, without the necessity for further order, terminated and vacated with respect to all collateral of the Prepetition Secured Parties. Notwithstanding anything to the contrary herein, the Required Consenting AHG Noteholders and the SoftBank Parties may only enter upon a leased premises of the Debtors following a Termination Event in accordance with: (i) a separate written agreement among the Required Consenting AHG Noteholders and the SoftBank Parties and the applicable landlord for the leased premises, (ii) pre-existing rights of the Required Consenting AHG Noteholders and the SoftBank Parties (including rights that would exist following the exercise of remedies or foreclosure on any of the Prepetition Collateral under the Prepetition Debt Documents or pursuant to applicable nonbankruptcy law) under applicable non-bankruptcy law, (iii) written consent of the applicable landlord for the leased premises, or (iv) entry of an order by this Court approving such

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access to the leased premises after notice to and an opportunity to be heard for the applicable landlord for the leased premises (provided that the Default Notice Period shall constitute sufficient notice for such a hearing so long as notice thereof is delivered to such landlord substantially concurrently with delivery to the Debtors).

13. *No Marshaling.* Without limiting the Debtors' rights under this Interim Order, the Prepetition Secured Parties shall be entitled to apply the payments or proceeds of the Prepetition Collateral (including the Cash Collateral) and Adequate Protection Collateral in accordance with the provisions of the Prepetition Secured Debt Documents and this Interim Order, and in no event shall the Prepetition Secured Parties be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the Prepetition Collateral (including the Cash Collateral) or Adequate Protection Collateral or otherwise. Notwithstanding the occurrence of the Termination Date or anything herein, all of the rights, remedies, benefits and protections provided to the Prepetition Secured Parties under this Interim Order shall survive the Termination Date.

14. *Limitation on Charging Expenses Against Collateral.* Subject to entry of a Final Order, no costs or expenses of administration of the Chapter 11 Cases or any Successor Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the Prepetition Collateral (including the Cash Collateral) or Adequate Protection Collateral (except to the extent of the Carve Out and the JPM Carve Out) pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the Required Consenting AHG Noteholders and the SoftBank Parties, and no such consent shall be implied from any other action,

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inaction, or acquiescence by the Required Consenting AHG Noteholders or the SoftBank Parties, and nothing contained in this Interim Order shall be deemed to be a consent by the Required Consenting AHG Noteholders or the SoftBank Parties, to any charge, lien, assessment or claim against the Prepetition Collateral (including the Cash Collateral) or Adequate Protection Collateral under section 506(c) of the Bankruptcy Code or otherwise.

15. *Bankruptcy Code Section 552(b).* Subject to the entry of a Final Order, in light of, among other things, the agreement of the Prepetition Secured Parties to allow the Debtors to use Cash Collateral on the terms set forth herein, (i) the Prepetition Secured Parties shall each be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code and (ii) the “equities of the case” exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Secured Parties with respect to proceeds, product, offspring, or profits of any of the Prepetition Collateral or the Adequate Protection Collateral.

16. *Perfection of Adequate Protection Liens.*

(a) Without in any way limiting the automatically valid effective perfection of the Adequate Protection Liens granted in this Interim Order, the Prepetition Agents, as applicable, are hereby authorized, but not required, to file or record (and to execute in the name of the Debtors, as their true and lawful attorneys, with full power of substitution, to the maximum extent permitted by law) financing statements, intellectual property filings, copyright filings, mortgages, depository account control agreements, notices of lien, or similar instruments in any jurisdiction, or take possession of or control over cash or securities, or take any other action in order to document, validate, and perfect the liens and security interests granted to them hereunder. Whether or not the



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Prepetition Secured Parties shall, in their sole discretion, choose to file such financing statements, trademark filings, copyright filings, mortgages, notices of lien, or similar instruments, or take possession of or control over any cash or securities, or otherwise confirm perfection of the liens and security interests granted to them hereunder, such liens and security interests shall be deemed valid, automatically perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination, at the time and on the date of this Interim Order. Upon the request of any Prepetition Agent each of the Prepetition Secured Parties and the Debtors, without any further consent of any party, is authorized to take, execute, deliver, and file such actions, instruments, and agreements (in the case of the Prepetition Secured Parties, without representation or warranty of any kind) to enable the Prepetition Agents to further validate, perfect, preserve and enforce the Adequate Protection Liens. All such documents will be deemed to have been recorded and filed as of the Petition Date.

(b) A certified copy of this Interim Order may, in the discretion of the Prepetition Agents, each acting on its own behalf or as directed by the applicable Prepetition Secured Parties be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, notices of lien or similar instruments, and all filing offices are hereby authorized and directed to accept such certified copy of this Interim Order for filing and/or recording, as applicable; *provided, however*, that notwithstanding the date of any such filing, the date of such perfection shall be the date of this Interim Order. The automatic stay of section 362(a) of the Bankruptcy Code shall be modified to the extent necessary to permit each of

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the Prepetition Secured Parties to take all actions, as applicable, referenced in this subparagraph (b) and the immediately preceding subparagraph (a).

(c) Any provision of any lease or other license, contract or other agreement that requires (i) the consent or approval of one or more landlords or other parties, or (ii) the payment of any fees or obligations, in order for any Debtor to pledge, grant, sell, assign, or otherwise transfer any such leasehold interest, or the proceeds thereof, or other collateral related thereto solely in connection with the granting of the Adequate Protection Liens, is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code. Thereupon, any such provisions shall have no force and effect with respect to the granting of the Adequate Protection Liens on such leasehold interest or the proceeds of any assignment, and/or sale thereof by any Debtor in accordance with the terms of this Interim Order.

17. *Preservation of Rights Granted Under this Interim Order.*

(a) Subject to the Carve Out and the JPM Carve Out, other than as set forth in this Interim Order, the Adequate Protection Liens shall not be made subject to or *pari passu* with any lien or security interest granted in any of these Chapter 11 Cases or arising after the Petition Date, and the Adequate Protection Liens shall not be subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code.

(b) Notwithstanding any order that may be entered dismissing any of the Chapter 11 Cases under section 1112 of the Bankruptcy Code or otherwise is at any time entered: (i) the 507(b) Claims and the Adequate Protection Liens, and the other administrative claims

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granted pursuant to this Interim Order shall continue in full force and effect and shall maintain their priorities as provided in this Interim Order until all Adequate Protection Obligations shall have been indefeasibly paid in full in cash (and that such 507(b) Claims and Adequate Protection Liens, and the other administrative claims granted pursuant to this Interim Order shall, notwithstanding such dismissal, remain binding on all parties in interest); (ii) the other rights granted by this Interim Order shall not be affected; and (iii) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in this paragraph and otherwise in this Interim Order.

(c) Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition Secured Parties is insufficient to compensate for any diminution in value of their interests in the Prepetition Collateral during these Chapter 11 Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by any of the Prepetition Secured Parties that the adequate protection granted herein does in fact adequately protect any of the Prepetition Secured Parties against any diminution in value of their respective interests in the Prepetition Collateral, including the Cash Collateral. The Prepetition Secured Parties shall be deemed to have requested adequate protection and shall not be required to file a motion or seek other relief from the Court as a condition of obtaining the rights granted herein under Section 507(b).

(d) If any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacatur or stay shall not affect: (i) the validity, priority or enforceability of any Adequate Protection Obligations incurred prior to the

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actual receipt of written notice by the Prepetition Agents, as applicable, of the effective date of such reversal, modification, vacatur or stay; or (ii) the validity, priority or enforceability of the Adequate Protection Liens. Notwithstanding any such reversal, modification, vacatur or stay of any use of Cash Collateral, any Adequate Protection Obligations incurred by the Debtors to the Prepetition Secured Parties, as the case may be, prior to the actual receipt of written notice by the Prepetition Agents, as applicable, of the effective date of such reversal, modification, vacatur or stay shall be governed in all respects by the original provisions of this Interim Order, and the Prepetition Secured Parties shall be entitled to all the rights, remedies, privileges and benefits granted in sections 363(m) and section 364(e), as applicable of the Bankruptcy Code and this Interim Order with respect to all uses of Cash Collateral and the Adequate Protection Obligations.

(e) Subject to the Carve Out and the JPM Carve Out, unless and until all Prepetition Secured Debt and Adequate Protection Obligations are indefeasibly paid in full, in cash, the Debtors irrevocably waive the right to seek and shall not seek or consent to, directly or indirectly: (i) except as permitted by the Prepetition Secured Parties, (x) any modification, stay, vacatur, or amendment of this Interim Order, (y) a priority claim against the Prepetition Collateral, including Cash Collateral or the Prepetition Secured Parties, under 506(c) or otherwise, for any administrative expense, secured claim or unsecured claim against any of the Debtors (now existing or hereafter arising of any kind or nature whatsoever, including, without limitation, any administrative expense of the kind specified in sections 503(b), 507(a), or 507(b) of the Bankruptcy Code) in any of these Chapter 11 Cases, *pari passu* with or senior to the Adequate Protection Claims and the Prepetition Secured Debt (or the liens and security interests secured

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such claims and obligations), or (z) any other order allowing use of the Cash Collateral; (ii) any lien on any of the Prepetition Collateral with priority equal or superior to the Adequate Protection Liens or the Prepetition Liens, as the case may be; (iii) the use of Cash Collateral for any purpose other than as permitted in this Interim Order; (iv) an order converting or dismissing any of these Chapter 11 Cases; (v) an order appointing a chapter 11 trustee in any of these Chapter 11 Cases; or (vi) an order appointing an examiner with expanded powers in any of these Chapter 11 Cases.

(f) Except as expressly provided in this Interim Order, the Adequate Protection Obligations, the Adequate Protection Claims and all other rights and remedies of the Prepetition Secured Parties granted by the provisions of this Interim Order, the Carve Out, and the JPM Carve Out shall survive, and shall not be modified, impaired or discharged by: (i) the entry of an order converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, dismissing any of the Chapter 11 Cases or terminating the joint administration of these Chapter 11 Cases or by any other act or omission, (ii) the entry of an order approving the sale of any Adequate Protection Collateral pursuant to section 363(b) of the Bankruptcy Code, or (iii) the entry of an order confirming a plan of reorganization in any of the Chapter 11 Cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtors have waived any discharge as to any remaining Adequate Protection Obligations. The terms and provisions of this Interim Order shall continue in these Chapter 11 Cases, in any Successor Cases if these Chapter 11 Cases cease to be jointly administered and in any superseding chapter 7 cases under the Bankruptcy Code, and the Adequate Protection Liens, the Adequate Protection Obligations and all other rights and remedies of the Prepetition Secured Parties granted by the provisions of this Interim Order, the Carve Out, and the

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JPM Carve Out shall continue in full force and effect until the Adequate Protection Obligations, the Carve Out or the JPM Carve Out, as applicable, are indefeasibly paid in full in cash, as set forth herein.

18. *Payment of Fees and Expenses.* The Debtors are authorized to and shall pay the First Lien Adequate Protection Fees and Expenses. Subject to the review procedures set forth in this paragraph 18, payment of all First Lien Adequate Protection Fees and Expenses shall not be subject to allowance or review by the Court. The Debtors shall pay the reasonable and documented professional fees, expenses, and disbursements of professionals to the extent provided for in paragraphs 3(c) of this Interim Order (collectively, the “Noteholder Professionals” and, each, a “Noteholder Professional”) no later than the third business day of the following week after delivery by the applicable Noteholder Professional, or counsel representing the applicable Prepetition Secured Party of an email notice stating that the ten day review period (the “Review Period”) with respect to each of the invoices therefor (or any portion thereof) (the “Invoiced Fees”) passed without objection after the receipt by counsel for the Debtors, counsel for the Committee, and the U.S. Trustee of such invoices. Invoiced Fees shall be in the form of an invoice summary for reasonable and documented professional fees and categorized expenses incurred during the pendency of the Chapter 11 Cases, and such invoice summary shall not be required to contain time entries, but shall include a general, brief description of the nature of the matters for which services were performed, and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any work product doctrine, privilege or protection, common interest doctrine privilege or protection, any other evidentiary privilege or

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protection recognized under applicable law, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege, work product doctrine, privilege or protection, common interest doctrine privilege or protection, or any other evidentiary privilege or protection recognized under applicable law. The Debtors, the Committee, or the U.S. Trustee may dispute the payment of any portion of the Invoiced Fees (the “Disputed Invoiced Fees”) if, within the Review Period, a Debtor, the Committee, or the U.S. Trustee notifies the submitting party, the Ad Hoc Group, and the SoftBank Parties, in writing setting forth the specific objections to the Disputed Invoiced Fees (to be followed by the filing with the Court, if necessary, of a motion or other pleading, with at least ten days prior written notice to the submitting party, the Ad Hoc Group, and the SoftBank Parties, of any hearing on such motion or other pleading). For avoidance of doubt, the Debtors shall promptly pay in full all Invoiced Fees other than the Disputed Invoiced Fees.

19. *Payments Free and Clear.* Subject to entry of the Final Order (except with respect to payments of interest, fees, expenses and disbursements set forth in paragraph 3(c) of this Interim Order made between now and the entry of the Final Order), any and all payments or proceeds remitted to the Prepetition Agents on behalf of the applicable Prepetition Secured Parties, pursuant to the provisions of this Interim Order, the Final Order (if and when entered), any subsequent order of the Court or the Prepetition Secured Debt Documents, shall be irrevocable, received free and clear of any claim, charge, assessment or other liability, including, without limitation, any such claim or charge arising out of or based on, directly or indirectly, section 506(c) of the Bankruptcy Code or 552(b) of the Bankruptcy Code (subject to the entry of the Final Order

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approving the waiver of the Debtors' rights under section 506(c) and section 552(b) of the Bankruptcy Code), whether asserted or assessed by, through or on behalf of the Debtors, and solely in the case of payments made or proceeds remitted after the delivery of a Carve Out Trigger Notice, subject to the Carve Out and the JPM Carve Out in all respects. If it is subsequently determined, upon a duly filed notice, after notice and a hearing, that such fees and expenses were not payable under section 506 of the Bankruptcy Code, such amounts will instead be deemed recharacterized as repayments of principal in reduction of the applicable obligations. Any and all payments or proceeds remitted to JPM, pursuant to the provisions of this Interim Order, the Final Order (if and when entered), any subsequent order of the Court or the JPM Cash Management Arrangements, shall be irrevocable, non-refundable, received free and clear of any claim, charge, assessment or other liability, whether asserted or assessed by, through or on behalf of the Debtors, and solely in the case of payments made or proceeds remitted after the delivery of a Carve Out Trigger Notice, subject to the Carve Out in all respects.

20. *Effect of Stipulations on Third Parties.* The Debtors' Stipulations, admissions, agreements and releases contained in this Interim Order, shall be binding upon the Debtors, their estates, their affiliates, and any successors thereto (including, without limitation, any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors) in all circumstances and for all purposes. The Debtors' Stipulations, admissions, agreements and releases contained in this Interim Order shall be binding upon all other parties in interest, including, without limitation, a Committee, if any, unless: (a) such other party in interest with requisite standing (subject in all respects to any agreement or applicable law that may limit or affect such entity's right or ability to



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do so), other than the Debtors (or if the Chapter 11 Cases are converted to cases under chapter 7 prior to the expiration of the Challenge Period, the chapter 7 trustee in such Successor Case), has timely filed an adversary proceeding or contested matter (subject to the limitations contained herein, including, *inter alia*, in this paragraph) by no later than (i) (x) with respect to parties in interest with requisite standing other than the Committee, the earlier of an order confirming a chapter 11 plan and 75 calendar days after the Petition Date and (y) with respect to the Committee, 60 calendar days after the appointment of the Committee, if any, and (ii) any such later date as has been agreed to, in writing, by the Required Consenting AHG Noteholders and the SoftBank Parties (the time period established by the foregoing clauses (i) and (ii), as the same may be extended as provided for herein, shall be referred to as the “Challenge Period,” and termination of such Challenge Period, the “Challenge Period Termination Date”), (A) objecting to or challenging the amount, validity, perfection, enforceability, priority or extent of any of the Credit Agreement Debt, First Lien Notes Debt, Prepetition Second Lien Debt or the Prepetition Third Lien Debt (as applicable) or the Credit Agreement Liens, the First Lien Notes Liens, Prepetition Second Priority Liens or Prepetition Third Priority Liens (as applicable), or (B) otherwise asserting or prosecuting any action for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests or defenses (collectively, the “Challenges”) against the Prepetition Secured Parties or their respective subsidiaries, affiliates, officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals and the respective successors and assigns thereof, in each case in their respective capacity as such (each,

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a “Representative” and, collectively, the “Representatives”) in connection with matters related to the Prepetition Secured Debt Documents, Prepetition Secured Debt, Prepetition Liens or Prepetition Collateral; and (b) there is a final non-appealable order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter;<sup>5</sup> *provided, however*, that any pleadings filed in connection with any Challenge shall set forth with specificity the basis for such challenge or claim and any challenges or claims not so specified prior to the expiration of the Challenge Period shall be deemed forever, waived, released and barred. If no such Challenge is timely and properly filed during the Challenge Period or the Court does not rule in favor of the plaintiff in any such proceeding then: (a) the Debtors’ Stipulations, admissions, agreements and releases contained in this Interim Order shall be binding on all parties in interest, including, without limitation, the Committee (if any); (b) the obligations of the applicable loan or notes parties under the Prepetition Secured Debt Documents including the Prepetition Secured Debt, shall constitute allowed claims not subject to defense, avoidance, reduction, setoff, recoupment, recharacterization, subordination (whether equitable, contractual, or otherwise, except under the Intercreditor Agreements), disallowance, impairment, claim, counterclaim, cross-claim, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity, for all purposes in the Chapter 11 Cases, and any subsequent chapter 7 case(s); (c) the Prepetition Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding,

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<sup>5</sup> If a chapter 7 trustee or a chapter 11 trustee is appointed or elected during the Challenge Period, then the Challenge Period Termination Date with respect to such trustee only, shall be the later of (i) the last day of the Challenge Period and (ii) the date that is twenty (20) days after the date on which such trustee is appointed or elected.

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perfected, security interests and liens, not subject to defense, avoidance, reduction, setoff, recoupment, recharacterization, subordination (whether equitable, contractual, or otherwise, except under the Intercreditor Agreements), disallowance, impairment, claim, counterclaim, cross-claim, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity; and (d) Prepetition Secured Debt and the Prepetition Liens shall not be subject to any other or further claim or challenge by the Committee (if any), any non-statutory committees appointed or formed in the Chapter 11 Cases or any other party in interest acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors) and any defense, avoidance, reduction, setoff, recoupment, recharacterization, subordination (whether equitable, contractual, or otherwise), disallowance, impairment, claim, counterclaim, cross-claim, or any other challenge under the Bankruptcy Code or any applicable law or regulation by the Committee (if any), any non-statutory committees appointed or formed in the Chapter 11 Cases, or any other party acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors), whether arising under the Bankruptcy Code or otherwise, against any of the Prepetition Secured Parties and their Representatives arising out of or relating to any of the Prepetition Secured Debt Documents, the Prepetition Secured Debt, the Prepetition Liens and the Prepetition Collateral shall be deemed forever waived, released and barred. If any such Challenge is timely filed during the Challenge Period, the stipulations, admissions, agreements and releases contained in this Interim

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Order shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) (a) in their entirety on any person or entity that did not file a timely Challenge and (b) on any person or entity that did file a timely Challenge, except to the extent that (x) such stipulations, admissions, agreements and releases were expressly challenged in such person or entity's timely filed Challenge and (y) such Challenge was upheld as set forth in a final, non-appealable order of a court of competent jurisdiction. The Challenge Period may be extended only (i) with the written consent of the Debtors, the Required Consenting AHG Noteholders, and the SoftBank Parties (provided, however, any extension of the Challenge Period relating to (i) Challenges with respect to the Credit Agreement shall require the written consent of the SoftBank Parties only and (ii) Challenges with respect to the First Lien Notes Indenture or the Second Lien Notes Indenture shall require the written consent of the Required Consenting AHG Noteholders only) (email being sufficient) or (ii) by order of the Court for good cause shown. Nothing in this Interim Order vests or confers on any Person (as defined in the Bankruptcy Code), including the Committee, if any, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, Challenges with respect to Prepetition Secured Debt Documents, Prepetition Secured Debt or Prepetition Liens. The failure of any party in interest, including the Committee, if any, to obtain an order of this Court prior to the Challenge Period Termination Date granting standing to bring any Challenge on behalf of the Debtors' estates shall not be a defense to failing to commence a Challenge prior to the Challenge Period Termination Date as required under this paragraph or to require or permit an extension of the Challenge Period Termination Date.

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21. *Limitation on Use of Cash Collateral.* Notwithstanding any other provision of this Interim Order or any other order entered by the Court, neither the Prepetition Collateral (including the Cash Collateral) nor Adequate Protection Collateral nor any portion of the Carve Out may be used directly or indirectly, including without limitation through reimbursement of professional fees of any non-Debtor party, in connection with (a) the actual or threatened investigation, initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation (i) against any of the Prepetition Secured Parties, or each of the foregoing's respective predecessors-in-interest, agents, affiliates, Representatives, attorneys, or advisors, or (ii) challenging the amount, validity, perfection, priority or enforceability of or asserting any defense, counterclaim or offset with respect to the Prepetition Secured Parties in the Prepetition Secured Debt, and/or the liens, claims, rights, or security interests granted under this Interim Order, the Final Order, the Prepetition Secured Debt Documents including, in the case of each (i) and (ii), without limitation, for lender liability or pursuant to section 105, 510, 544, 547, 548, 549, 550 or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise; *provided* that, notwithstanding anything to the contrary herein, the Debtors and the Committee, if any, may use Cash Collateral and/or the proceeds of the Adequate Protection Collateral to investigate but not to prosecute (A) the claims and liens of the Prepetition Secured Parties and (B) potential claims, counterclaims, causes of action or defenses against the Prepetition Secured Parties up to an aggregate cap of no more than \$70,000; (b) attempts to prevent, hinder, or otherwise delay or interfere with the Prepetition Secured Parties', enforcement or realization on the Prepetition Secured Debt, Prepetition Collateral, Adequate Protection Obligations or Adequate Protection

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Collateral, and the liens, claims and rights granted to such parties under this Interim Order or the Final Order, each in accordance with the Prepetition Secured Debt Documents or this Interim Order; (c) attempts to seek to modify any of the rights and remedies granted to any of the Prepetition Secured Parties under this Interim Order or the Prepetition Secured Debt Documents, as applicable; (d) attempts to apply to the Court for authority to approve superpriority claims or grant liens or security interests in the Adequate Protection Collateral or any portion thereof that are senior to, or on parity with, the Adequate Protection Obligations or Prepetition Secured Debt; or (e) attempts to pay or to seek to pay any amount on account of any claims arising prior to the Petition Date unless such payments are agreed to in writing by the Required Consenting AHG Noteholders and the SoftBank Parties or expressly permitted under this Interim Order (including the Initial Budget), in each case unless all the Adequate Protection Obligations granted to the Prepetition Secured Parties under this Interim Order and the Prepetition Secured Debt have been refinanced or paid in full in cash.

22. *Interim Order Governs.* In the event of any inconsistency between the provisions of this Interim Order and any other order entered by this Court, the provisions of this Interim Order shall govern unless such other order expressly provides that it controls over this Interim Order. In the event of any inconsistency between the provisions of this Interim Order and the Intercreditor Agreements, the provisions of the Intercreditor Agreements shall govern unless this Interim Order expressly provides that it controls over the Intercreditor Agreements. Notwithstanding anything to the contrary in any other order entered by this Court, any payment made pursuant to any authorization contained in any other order entered by this Court shall be consistent with and subject

Debtors: WEWORK INC., *et al.*  
Case No. 23-19865 (JKS)  
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to the requirements set forth in this Interim Order, including, without limitation, the approved Initial Budget.

23. *Limitation of Liability.* In permitting the use of the Prepetition Collateral or in exercising any rights or remedies as and when permitted pursuant to this Interim Order, subject to entry of the Final Order, none of the Prepetition Secured Parties or the Prepetition Agents shall (a) have any liability to any third party or be deemed to be in “control” of the operations of the Debtors; (b) owe any fiduciary duty to the Debtors, their respective creditors, shareholders or estates; or (c) be deemed to be acting as a “Responsible Person” or “Owner” or “Operator” or “managing agent” with respect to the operation or management of any of the Debtors (as such terms or similar terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., as amended, or any other federal or state statute, including the Internal Revenue Code). Furthermore, nothing in this Interim Order shall in any way be construed or interpreted to impose or allow the imposition upon any of the Prepetition Agents or the Prepetition Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors and their respective affiliates (as defined in section 101(2) of the Bankruptcy Code).

24. *Binding Effect; Successors and Assigns.* Immediately upon entry by this Court (notwithstanding any applicable law or rule to the contrary), the terms and provisions of this Interim Order, including all findings herein, shall be binding upon all parties in interest in these Chapter 11 Cases, including, without limitation, the Prepetition Secured Parties, the Committee (if any), the Debtors and their respective successors and assigns (including any chapter 7 or chapter

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11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of the Prepetition Secured Parties and the Debtors and their respective successors and assigns; *provided* that except to the extent expressly set forth in this Interim Order, the Prepetition Secured Parties shall have no obligation to permit the use of the Cash Collateral by any chapter 7 trustee, chapter 11 trustee or similar responsible person appointed for the estates of the Debtors.

25. *Master Proof of Claim.* None of the Prepetition Agents shall be required to file proofs of claim in the Chapter 11 Cases or any successor case in order to assert claims on behalf of themselves or the Prepetition Secured Parties for payment of the Prepetition Secured Debt arising under the Prepetition Secured Debt Documents, including, without limitation, any principal, unpaid interest, fees, expenses and other amounts under the Prepetition Secured Debt Documents. The statements of claim in respect of the such indebtedness set forth in this Interim Order, together with any evidence accompanying the Motion and presented at the Interim Hearing, are deemed sufficient to and do constitute proofs of claim in respect of such debt and such secured status. However, in order to facilitate the processing of claims, to ease the burden upon the Court and to reduce an unnecessary expense to the Debtors' estates, each of the Prepetition Agents is authorized, but not directed or required, to file in the case of Debtor WeWork Inc., a master proof of claim on behalf of the its respective Prepetition Secured Parties on account of any and all of their respective claims arising under the applicable Prepetition Secured Debt Documents and



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hereunder (each, a “Master Proof of Claim”) against each of the Debtors. Upon the filing of a Master Proof of Claim by any of the Prepetition Agents, such entity shall be deemed to have filed a proof of claim in the amount set forth opposite its name therein in respect of its claims against each of the Debtors of any type or nature whatsoever with respect to the applicable Prepetition Secured Debt Documents, and the claim of each applicable Prepetition Secured Party (and each of its respective successors and assigns), named in a Master Proof of Claim shall be treated as if such entity had filed a separate proof of claim in each of these Chapter 11 Cases. The Master Proofs of Claim shall not be required to identify whether any Prepetition Secured Party acquired its claim from another party and the identity of any such party or to be amended to reflect a change in the holders of the claims set forth therein or a reallocation among such holders of the claims asserted therein resulting from the transfer of all or any portion of such claims. The provisions of this paragraph and each Master Proof of Claim are intended solely for the purpose of administrative convenience and shall not affect the right of each Prepetition Secured Party (or its successors in interest) to vote separately on any plan proposed in these Chapter 11 Cases. The Master Proofs of Claim shall not be required to attach any instruments, agreements or other documents evidencing the obligations owing by each of the Debtors to the applicable Prepetition Secured Parties, which instruments, agreements or other documents will be provided upon written request to counsel to the applicable Prepetition Agent.

26. *Intercreditor Agreements.* Nothing in this Interim Order shall amend or otherwise modify the terms and enforceability of the Intercreditor Agreements. The rights of the Prepetition

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Agents and the Prepetition Secured Parties shall at all times remain subject to the Intercreditor Agreements.

27. *Credit Bidding.* Subject to the lien priorities set forth herein, each or all of the Prepetition Secured Parties shall have the right to credit bid up to the full amount of the applicable Prepetition Secured Debt in any sale of their Prepetition Collateral, on which they have Prepetition Liens or Adequate Protection Liens, in each case, subject to any successful Challenge, without the need for further Court order authorizing the same and whether any such sale is effectuated through section 363(k) or 1129(b) of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise.

28. *Maintenance of Collateral.* The Debtors shall comply with the covenants contained in the Prepetition Secured Debt Documents regarding the maintenance and insurance of the Prepetition Collateral except as otherwise provided herein.

29. *Effectiveness.* This Interim Order shall constitute findings of fact and conclusions of law in accordance with Bankruptcy Rule 7052 and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062 or 9014 of the Bankruptcy Rules or any Local Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order.

30. *Headings.* Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Interim Order.

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31. *Bankruptcy Rules.* The requirements of Bankruptcy Rules 4001, 6003 and 6004, in each case to the extent applicable, are satisfied by the contents of the Motion.

32. *No Third Party Rights.* Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect or incidental beneficiary.

33. *Necessary Action.* The Debtors are authorized to take all such actions as are necessary or appropriate to implement the terms of this Interim Order.

34. *Retention of Jurisdiction.* The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Interim Order, and this retention of jurisdiction shall survive the confirmation and consummation of any chapter 11 plan for any one or more of the Debtors notwithstanding the terms or provisions of any such chapter 11 plan or any order confirming any such chapter 11 plan.

35. *Final Hearing.* The Final Hearing is scheduled for **December 6, 2023 at 11:00 a.m.**, prevailing Eastern Time before this Court.

36. *Objections.* Any party in interest objecting to the relief sought at the Final Hearing shall file and serve written objections, which objections shall be served upon (a) the Debtors; (b) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022, (Attn.: Edward O. Sassower, P.C., Joshua A. Sussberg, P.C., Steven N. Serajeddini, P.C., Ciara Foster); (c) proposed co-counsel to the Debtors, Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601 (Attn.: Michael D. Sirota, Esq., Warren A. Usatine, Esq., Felice R. Yudkin, Esq., Ryan T. Jareck, Esq.); (d) counsel to the Ad Hoc Group,

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Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 (Attn.: Eli J. Vonnegut, Esq., Natasha Tsiouris, Esq. and Jonah A. Peppiatt, Esq.) and Greenberg Traurig, LLP, 500 Campus Drive, Florham Park, New Jersey 07932 (Attn.: Alan J. Brody, Esq.); (e) counsel to SoftBank, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn.: Gary T. Holtzer, Gabriel A. Morgan, Kevin H. Bostel, and Eric L. Einhorn) and Wollmuth Maher & Deutsch LLP, 500 5th Avenue, New York, New York 10110 (Attn: Paul R. DeFilippo, Steven S. Fitzgerald, and Joseph F. Pacelli); (f) counsel to Cupar Grimmond, LLC, Cooley LLP, 1333 2nd Street, Suite 400, Santa Monica, CA 90401 (Attn.: Tom Hopkins and Logan Tiari and Cooley LLP, 55 Hudson Yards, New York, NY 10001 (Attn.: Michael A. Klein); and (g) counsel to U.S. Bank Trust Company, National Association, Kelley Drye & Warren LLP, 3 World Trade Center, 175 Greenwich Street, New York, NY 10007 (Attn: James S. Carr and Kristin S. Elliott); (h) counsel to the Committee; (i) counsel to JPM, Freshfields Bruckhaus Deringer US LLP, 601 Lexington Avenue, 31st Floor, New York, NY 10022 (Attn.: Mark F. Liscio, Esq. Scott D. Talmadge, Esq. and Samantha S. Braunstein, Esq.), in each case to allow actual receipt by the foregoing no later than **November 29, 2023, at 4:00 p.m.**, prevailing Eastern Time.

37. The Debtors shall promptly serve copies of this Interim Order (which shall constitute adequate notice of the Final Hearing, including, without limitation, notice that the Debtors will seek approval at the Final Hearing of a waiver of rights under sections 506(c) and 552(b) of the Bankruptcy Code) to the parties having been given notice of the Interim Hearing, to any party that has filed a request for notices with this Court and to the Committee after the same has been appointed, or such Committee's counsel, if the same shall have been appointed.

(1 of 1)

Debtors: WEWORK INC., *et al.*

Case No. 23-19865 (JKS)

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38. Notwithstanding anything to the contrary herein or in any Prepetition Secured Debt Document, the Prepetition Secured Parties shall not be required to lend in excess of their commitments under the Prepetition Secured Debt Documents nor shall JPM be required to extend any credit or accommodation not required under the JPM Cash Management Arrangements.

39. Any party may move for modification of this Interim Order in accordance with Local Rule 9013-5(e).

**Exhibit 1**

**Initial 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
<b>Total Receipts</b>	<b>\$23</b>	<b>\$11</b>	<b>\$13</b>	<b>\$18</b>	<b>\$59</b>	<b>\$12</b>	<b>\$8</b>	<b>\$13</b>	<b>\$62</b>	<b>\$13</b>	<b>\$9</b>	<b>\$10</b>	<b>\$35</b>	<b>\$283</b>
<b><u>Operating Disbursements</u></b>														
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)
<b>Operating Disbursements</b>	<b>(\$27)</b>	<b>(\$9)</b>	<b>(\$19)</b>	<b>(\$64)</b>	<b>(\$41)</b>	<b>(\$18)</b>	<b>(\$14)</b>	<b>(\$7)</b>	<b>(\$92)</b>	<b>(\$15)</b>	<b>(\$13)</b>	<b>(\$7)</b>	<b>(\$60)</b>	<b>(\$384)</b>
<b>Operating Cash Flow</b>	<b>(\$4)</b>	<b>\$1</b>	<b>(\$7)</b>	<b>(\$47)</b>	<b>\$18</b>	<b>(\$5)</b>	<b>(\$6)</b>	<b>\$6</b>	<b>(\$31)</b>	<b>(\$2)</b>	<b>(\$4)</b>	<b>\$3</b>	<b>(\$25)</b>	<b>(\$101)</b>
Professional Fees <sup>1</sup>	-	-	-	(1)	(1)	(0)	(3)	-	(9)	(3)	-	-	-	(17)
Other Restructuring Costs	(1)	-	-	-	-	-	-	-	-	-	-	-	-	(1)
<b>Total Adjustments</b>	<b>(\$1)</b>	<b>-</b>	<b>-</b>	<b>(\$1)</b>	<b>(\$1)</b>	<b>(\$0)</b>	<b>(\$3)</b>	<b>-</b>	<b>(\$9)</b>	<b>(\$3)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(\$18)</b>
<b>Net Cash Flow</b>	<b>(\$5)</b>	<b>\$1</b>	<b>(\$7)</b>	<b>(\$47)</b>	<b>\$17</b>	<b>(\$6)</b>	<b>(\$9)</b>	<b>\$6</b>	<b>(\$40)</b>	<b>(\$5)</b>	<b>(\$4)</b>	<b>\$3</b>	<b>(\$25)</b>	<b>(\$119)</b>
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)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Ending Cash</b>	<b>\$159</b>	<b>\$160</b>	<b>\$154</b>	<b>\$106</b>	<b>\$124</b>	<b>\$118</b>	<b>\$109</b>	<b>\$115</b>	<b>\$75</b>	<b>\$71</b>	<b>\$66</b>	<b>\$69</b>	<b>\$45</b>	<b>\$45</b>

(1) Includes US Trustee fees

**Exhibit 2****Lien Priorities**

	<b>Unencumbered Property</b>	<b>Prepetition Collateral</b>	<b>Assets Subject to Other Senior Liens</b>
1 <sup>st</sup>	First Lien Adequate Protection Liens	Other Senior Liens	Other Senior Liens
2 <sup>nd</sup>	Second Lien Adequate Protection Liens	First Lien Adequate Protection Liens	First Lien Adequate Protection Liens
3 <sup>rd</sup>	Third Lien Adequate Protection Liens	Prepetition First Priority Liens	Second Lien Adequate Protection Liens
4 <sup>th</sup>		Second Lien Adequate Protection Liens	Third Lien Adequate Protection Liens
5 <sup>th</sup>		Prepetition Second Priority Liens	
6 <sup>th</sup>		Third Lien Adequate Protection Liens	
7 <sup>th</sup>		Prepetition Third Priority Liens	



**SCHEDULE “C”  
INTERIM CASH MANAGEMENT ORDER**

[Attached]

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY****Caption in Compliance with D.N.J. LBR 9004-1(b)****KIRKLAND & ELLIS LLP  
KIRKLAND & ELLIS INTERNATIONAL LLP**

Edward O. Sassower, P.C.

Joshua A. Sussberg, P.C. (*pro hac vice* pending)Steven N. Serajeddini, P.C. (*pro hac vice* pending)Ciara Foster (*pro hac vice* pending)

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*Proposed Co-Counsel for Debtors and  
Debtors in Possession*

In re:

WEWORK INC., *et al.*,Debtors.<sup>1</sup>

Chapter 11

Case No. 23-19865 (JKS)

(Joint Administration Requested)



Order Filed on November 9, 2023  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

<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' proposed 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.

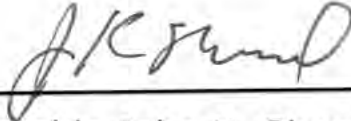
**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE USING THE CASH MANAGEMENT SYSTEM, (B) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO, AND (C) MAINTAIN EXISTING DEBTOR BANK ACCOUNTS, BUSINESS FORMS, AND BOOKS AND RECORDS; (II) AUTHORIZING THE DEBTORS TO CONTINUE TO PERFORM INTERCOMPANY TRANSACTIONS; (III) WAIVING CERTAIN U.S. TRUSTEE REQUIREMENTS; AND (IV) GRANTING RELATED RELIEF**

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The relief set forth on the following pages, numbered three (3) through nineteen (19), is

**ORDERED.**

**DATED: November 9, 2023**

  
\_\_\_\_\_  
Honorable John K. Sherwood  
United States Bankruptcy Court

Debtors: WeWork Inc., et al.  
Case No. 23-19865 (JKS)  
Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records; (II) Authorizing the Debtors to Continue to Perform Intercompany Transactions; (III) Waiving Certain U.S. Trustee Requirements; and (IV) Granting Related Relief

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Upon the Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records; (II) Authorizing the Debtors to Continue to Perform Intercompany Transactions; (III) Waiving Certain U.S. Trustee Requirements; and (IV) Granting Related Relief (the "Motion"),<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an interim order (this "Interim Order") (a) authorizing, but not directing, the Debtors to (i) continue using the Cash Management System, (ii) honor certain prepetition obligations related thereto, (iii) maintain existing Debtor Bank Accounts, Business Forms, and Books and Records, and (b) continue Intercompany Transactions and funding consistent with the Debtors' historical practices; (c) granting administrative expense status to postpetition Intercompany Claims; (d) granting interim and final waivers of the Debtors' compliance with the deposit and investment guidelines set forth in section 345(b) of the Bankruptcy Code; (e) scheduling a final hearing to consider approval of the Motion on a final basis; and (f) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Motion.

Debtors: WeWork Inc., *et al.*  
Case No. 23-19865 (JKS)  
Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records; (II) Authorizing the Debtors to Continue to Perform Intercompany Transactions; (III) Waiving Certain U.S. Trustee Requirements; and (IV) Granting Related Relief

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Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** on an interim basis as set forth herein.
2. The Final Hearing on the Motion will be held on **January 30, 2024, at 10:00 a.m. (Eastern Time)**. Objections, if any, that relate to the Motion shall be filed and served so as to be actually received by the Debtors' proposed counsel on or before **January 23, 2024, at 4:00 p.m. (Eastern Time)**. If no objections are filed to the Motion, the Court may enter an order approving the relief requested in the Motion on a final basis without further notice or hearing.
3. The Debtors are authorized, on an interim basis, but not directed, to: (a) continue using the Cash Management System, as in effect on the Petition Date and substantially as identified on **Exhibit 1** attached hereto, as summarized in the Motion and consistent in all respects with the Adjusted JPM Cash Management Structure (as defined below), and references to the Cash Management System as used in this Interim Order shall mean as such Cash

Debtors: WeWork Inc., *et al.*  
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Management System has been modified by the Adjusted JPM Cash Management Structure, and honor any prepetition obligations related thereto pursuant to the terms hereof; (b) use, in their present form, all preprinted correspondence and Business Forms (including letterhead) without reference to the Debtors' status as debtors in possession and continue using, in their present form, the Books and Records; (c) continue to perform Intercompany Transactions in the ordinary course of business and on the same terms and consistent with past practice (including with respect to transaction amounts); (d) maintain all of their existing Debtor Bank Accounts, including, but not limited to, the Debtor Bank Accounts identified on **Exhibit 2** attached hereto, in the names and with the account numbers existing immediately before the Petition Date, without the need to comply with the U.S. Trustee Guidelines requiring the opening of separate debtor in possession accounts (to the extent applicable); (e) treat the Debtor Bank Accounts for all purposes as debtor in possession accounts; (f) deposit funds in and withdraw funds from the Debtor Bank Accounts in the ordinary course and by all usual means, including checks, wire transfers, ACH transfers, and other debits or electronic means; and (g) pay the Bank Fees, and any fees owed to the Payment Processors, including any prepetition amounts, and any postpetition ordinary course Bank Fees and fees incurred in favor of the Payment Processors in connection with the Debtor Bank Accounts (which, absent such payment, would be entitled to administrative expense priority under Section 503(b) of the Bankruptcy Code), and to otherwise perform their obligations under the documents governing the Debtor Bank Accounts. Notwithstanding the foregoing, once the Debtors' existing checks have been used, the Debtors

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shall, when reordering checks, require the designation “Debtors in Possession” and the corresponding bankruptcy case number on all checks. Further, within fourteen (14) days of the entry of this Interim Order, the Debtors will update any electronically produced checks to reflect their status as debtors-in-possession and to include the corresponding bankruptcy number.

4. The Debtors are authorized to continue using the Cash Management System as adjusted in accordance with the provisions of this paragraph (the “Adjusted JPM Cash Management Structure”): (a) J.P. Morgan Chase Bank, N.A. and its affiliates (“JPM”), in its sole discretion, will continue to maintain the Cash Management System (including modifications from past practices in the discretion of JPM) for the Company, which Cash Management System will include (i) with respect to the Bank Accounts of the Debtors in the United States, an overdraft limit of up to \$35 million in the aggregate *inclusive of* the Non-U.S. Intraday Sublimit (as defined below), as may be adjusted from time to time (the “Adjusted Intraday Limit”); (ii) with respect to the Bank Accounts in the United Kingdom, Canada, and Australia, and any other jurisdictions as mutually agreed between the Company and JPM, an overdraft intraday sublimit of up to \$15 million in the aggregate (the “Non-U.S. Intraday Sublimit”), which, for the avoidance of doubt, shall be included in, not in addition to, the Adjusted Intraday Limit; and (iii) the Cash Management System for Non-Debtor Affiliates in Germany, Ireland, France, Italy, and Netherlands shall have access to JPM’s “just-in-time” product; (b) access to the Adjusted Intraday Limit is subject to the Company’s maintaining a minimum cash balance as of the end of each business day across Debtor Bank Accounts held at JPM of an aggregate amount equal to the

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Adjusted Intraday Limit *plus* \$20 million *plus* the aggregate projected professional fees as set forth in each Approved Budget for the applicable period (as defined in the Cash Collateral Orders) (the “Minimum Liquidity Requirement”); (c) in the event that the Debtors fail to maintain the Minimum Liquidity Requirement, unless otherwise agreed to with JPM, the Company shall not request any overdraft amounts from the Bank Accounts, and JPM shall not have any obligation to honor any requests for overdraft amounts; and (d) the Cash Collateral Orders shall provide for a carve out (the “JPM Carve Out”) for the benefit of JPM on account of the JPM Intraday Exposure, which shall be subject and subordinate only to the Carve Out (each as defined in the Cash Collateral Orders); *provided* that, in the event the JPM Intraday Exposure is supported by one or more letters of credit on terms and in form and substance acceptable to JPM in an aggregate amount equal to the Adjusted Intraday Limit, the Company’s agreement set forth in clauses (b) and (c) of this paragraph 4 and any reporting requirements to JPM relating to the Minimum Liquidity Requirement in the Cash Collateral Orders shall immediately cease.

5. The Cash Management Banks are authorized to continue to maintain, service, and administer the Debtor Bank Accounts as accounts of the Debtors as debtors in possession without interruption and in the ordinary course of business consistent with historical practices or as may be permitted pursuant to the terms and conditions governing the Debtor Bank Accounts, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Debtor Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be, and all



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such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order; *provided that* the Debtors shall only instruct or request any Cash Management Bank to pay or have any check, draft, or other payment item issued on a Debtor Bank Account prior to the Petition Date but presented to such Cash Management Bank for payment after the Petition Date as authorized by an Order of the Court.

6. The Cash Management Banks are authorized to debit the Debtor Bank Accounts in the ordinary course of business, consistent with historical practices as may be permitted pursuant to the terms and conditions governing the Debtor Bank Accounts, without the need for further order of this Court for: (a) all checks drawn on the Debtor Bank Accounts which are cashed at such Cash Management Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (b) all checks or other items deposited in one of Debtor Bank Accounts with such Cash Management Bank prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtor was responsible for such items prior to the Petition Date; (c) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Cash Management Bank as service charges for the maintenance of the Cash Management System; and (d) satisfying any payments in connection with the Cash Management System, including with respect to "netting" or setoffs, and the automatic stay is modified to the extent necessary to allow the Cash Management Banks to effectuate such "netting" or setoffs.

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7. Any existing deposit agreements between or among the Debtors, the Cash Management Banks, and other parties shall continue to govern the postpetition cash management relationship between the Debtors and the Cash Management Banks, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect unless otherwise ordered by the Court, and the Debtors and the Cash Management Banks may, without further order of this Court, agree to and implement changes to the Cash Management System and cash management procedures in the ordinary course of business, consistent with historical practices or as may be permitted pursuant to the terms and conditions governing the Debtor Bank Accounts, including, without limitation, the opening and closing of bank accounts, but in all events subject to the terms and conditions of this Interim Order.

8. The Cash Management Banks are authorized to continue to maintain, service, and administer the Debtor Bank Accounts as accounts of the Debtors as debtors in possession, without interruption, consistent with historical practices and in the ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Debtor Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be. Those certain existing deposit and other agreements between the Debtors and the Cash Management Banks and/or the Payment Processors shall continue to govern the postpetition cash management relationship between the Debtors and the Cash Management Banks, and all of the provisions of

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such agreements, including, without limitation, the termination and fee provisions, and any provisions relating to offset or charge-back rights with respect to return items, shall remain in full force and effect; *provided, however*, the Debtors will notify the U.S. Trustee, any statutory committee appointed in these chapter 11 cases, the Ad Hoc Group, and SoftBank as soon as reasonably practicable after any material changes with respect to the Cash Management System and procedures related thereto, including any changes effectuated through the Cash Management Banks' exercise of their discretionary rights and privileges under their agreements with the Debtors.

9. Subject to the terms hereof, the Debtors are authorized, but not directed, in the ordinary course of business consistent with historical practices, to implement changes to the Cash Management System and procedures in the ordinary course of business, including, without limitation, opening any new bank account(s) or closing any existing Debtor Bank Accounts and entering into any ancillary agreements, including deposit account control agreements, related to the foregoing, as they may deem necessary and appropriate; *provided, however*, the Debtors will notify the U.S. Trustee, the Ad Hoc Group, and SoftBank as soon as reasonably practicable after any material changes to the Cash Management System and procedures related thereto. Any new bank account opened by the Debtors shall be bound by the terms of this Interim Order. The relief granted in this Interim Order is extended to any new bank account opened by the Debtors in the ordinary course of business after the date hereof, which account shall be deemed a "Debtor Bank Account," and to the bank at which such account is opened, which bank shall be deemed a

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“Cash Management Bank.” The Debtors shall provide reasonable notice to the U.S. Trustee and any statutory committee appointed in the chapter 11 cases of the opening of a new bank account or closing of an existing Debtor Bank Account.

10. The Debtors are authorized to open and close bank accounts; *provided, however*, that any such new bank account shall be established at an institution that is (a) a party to a Uniform Depository Agreement for the District of New Jersey (“UDA”) with the U.S. Trustee or is willing to immediately execute a UDA and (b) agrees to be bound by the terms of this Interim Order. The Debtors shall provide notice within one (1) business day to the U.S. Trustee and counsel to any statutory committees of the opening of a new bank account or closing of an existing Debtor Bank Account. In addition, the opening or closing of a bank account shall be timely indicated on the Debtors’ monthly operating reports. The U.S. Trustee and any statutory committees appointed in these chapter 11 cases will have fourteen (14) days from receipt of such notice to file any objection with regard to the opening or closing of a bank account, or such later date as may be extended by the Court or agreed to between the Debtors, the U.S. Trustee, and/or any statutory committees appointed in these chapter 11 cases. Any new debtor-in-possession bank account must bear the designation “Debtor-in-Possession” and designated as “Debtor-in-Possession” accounts with the case number.

11. All Cash Management Banks maintaining any of the Debtor Bank Accounts that are provided with notice of this Interim Order shall not honor or pay any bank payments drawn on the listed Debtor Bank Accounts or otherwise issued before the Petition Date for which the

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Debtors specifically issue timely stop payment orders in accordance with the documents governing such Debtor Bank Accounts.

12. The Cash Management Banks are authorized, without further order of this Court, to deduct any applicable fees from the applicable Debtor Bank Accounts in the ordinary course of business consistent with historical practices, and the automatic stay is modified to the extent necessary to allow the Cash Management Banks to effectuate such setoffs.

13. The Cash Management Banks are authorized, without further order of this Court, to charge back to the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, or other electronic transfers of any kind, regardless of whether such returned items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

14. Subject to the terms set forth herein, any bank, including the Cash Management Banks, may rely upon the representations of the Debtors, without any duty to inquire otherwise, with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to any order of this Court, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Interim Order (a) at the direction of the Debtors, (b) in a good-faith belief that this Court has authorized such prepetition check or item to be honored, or (c) as a result of a mistake made despite implementation of reasonable customary handling procedures, shall be deemed to be or shall be

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liable to the Debtors, their estates, or any other party on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Interim Order.

15. Any banks, including the Cash Management Banks, are further authorized to honor the Debtors' directions with respect to the opening and closing of any Debtor Bank Account and accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions; *provided* that the Cash Management Banks shall not have any liability to any party for relying on such representations to the extent such reliance otherwise complies with applicable law.

16. The Debtors are authorized, but not directed, to continue to operate under any agreements with the Payment Processors and to issue Corporate Credit Cards pursuant to the Credit Card Program, subject to any terms and conditions thereof, and to pay any amount due and owing thereunder in the ordinary course of business on a postpetition basis, including, without limitation, making payments on account of charges that were made under the Credit Card Program both prior to and after the Petition Date, subject to the limitations of this Interim Order and any other applicable interim and/or final orders of this Court.

17. The Debtors are authorized, but not directed, to continue engaging in and satisfying any payments in connection with the Intercompany Transactions (including with respect to "netting" or setoffs) in connection with the Cash Management System in the ordinary course of business on a postpetition basis in a manner consistent with the Debtors' past practice.

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For the avoidance of doubt, the Debtors are also authorized to continue Intercompany Transactions arising from or related to the operation of their business, including Intercompany Transactions with Non-Debtor Affiliates to the extent ordinary course and consistent with past practice (including with respect to amount); *provided, however*, the relief authorized herein shall not be construed to authorize the remittance of profits to parent entities in the form of dividends or partnership distributions.

18. The Debtors shall maintain accurate and detailed records of all Intercompany Transactions and the payment of Intercompany Claims so that all transactions may be readily traced, ascertained, and recorded properly on applicable intercompany accounts (if any) and distinguished between prepetition and postpetition transactions for the purposes of determining administrative expense status.

19. During the period prior to the entry of the Final Order, all postpetition payments from a Debtor to another Debtor or Non-Debtor Affiliate under any postpetition Intercompany Transactions authorized hereunder that result in an Intercompany Claim are hereby accorded administrative expense status under section 503(b) of the Bankruptcy Code; *provided* that all Intercompany Claims shall be subject to the interim Cash Collateral Order and the DIP LC Order.

20. Nothing in this Interim Order shall be interpreted to authorize the Debtors to loan or otherwise transfer any money to any Non-Debtor Affiliate absent further order of this Court other than through postpetition Intercompany Transactions.

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21. Nothing contained in the Motion or this Interim Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair the validity, priority, enforceability, or perfection of any security interest or lien or setoff right, in favor of any person or entity, that existed as of the Petition Date.

22. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order is intended as or shall be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Interim Order or the Motion or any order granting the relief requested by the Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (h) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of



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the Bankruptcy Code; (i) other than explicitly set forth herein, a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (j) other than explicitly set forth herein, a waiver of the obligation of any party in interest to file a proof of claim; or (k) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease. Any payment made to the parties other than the Cash Management Banks pursuant to this Interim Order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

23. Notwithstanding anything to the contrary contained in the Motion or this Interim Order, any payment to be made pursuant to the authority granted in this Interim Order shall not be inconsistent with, and shall be subject to and in compliance with, the requirements imposed on the Debtors under the terms of each interim and final order entered by the Court in respect of the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* filed substantially contemporaneously herewith (the "Cash Collateral Orders"), including compliance with any budget or cash flow forecast in connection therewith and any other terms

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and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the Cash Collateral Orders. To the extent there is any inconsistency between the terms of the Cash Collateral Orders and this Interim Order, the terms of the Cash Collateral Orders shall control.

24. To the extent any of the Debtor Bank Accounts are not in compliance with section 345(b) of the Bankruptcy Code or any of the U.S. Trustee's requirements or guidelines (the "U.S. Trustee Guidelines"), the Debtors shall have thirty (30) days from the date of this Interim Order to come into compliance with section 345(b) of the Bankruptcy Code and the U.S. Trustee Guidelines, without prejudice to seeking an additional extension or a final waiver of such requirements; *provided* that nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached within that time period (or such other period as agreed to by the Debtors and the U.S. Trustee).

25. For Cash Management Banks at which the Debtors hold Debtor Bank Accounts that are party to a UDA with the U.S. Trustee, within five (5) business days of entry of this Interim Order, the Debtors shall (a) contact each Cash Management Bank, (b) provide the Cash Management Banks with each of the Debtors' employer identification numbers, and (c) identify each of their Debtor Bank Accounts held at such Cash Management Banks as being held by a debtor in possession in a bankruptcy case, and provide the case number.

26. For Cash Management Banks at which the Debtors hold accounts that are not party to a UDA with the U.S. Trustee, the Debtors shall use their good-faith efforts to cause the

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Cash Management Banks to execute a UDA in a form prescribed by the U.S. Trustee within thirty (30) days of the date of this Interim Order. The U.S. Trustee's rights to seek further relief from this Court on notice in the event that the aforementioned banks are unwilling to execute a UDA in a form prescribed by the U.S. Trustee are fully preserved.

27. Notwithstanding the Debtors' use of the Cash Management System, the Debtors shall calculate their quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor regardless of which entity pays those disbursements.

28. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein and to the extent authorized by this Interim Order.

29. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

30. Nothing in this Interim Order authorizes the Debtors to accelerate any payments not otherwise due.

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31. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the contents of the Motion or otherwise deemed waived.

32. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Interim Order in accordance with the Motion.

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

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

35. 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 or otherwise waived.

36. The Debtors shall serve by regular mail a copy of this Interim Order and the Motion on all parties required to receive such service pursuant to Local Rule 9013-5(f) within two (2) business days after the entry of this Interim Order.

37. Any party may move for modification of this Interim Order in accordance with Local Rule 9013-5(e).

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

**Exhibit 1**

**Cash Management System Schematic**

Electronically issued / Délivré par voie électronique : 16-Nov-2023  
Toronto Superior Court of Justice / Cour supérieure de justice



**Exhibit 2**

**Bank Accounts**

Entity	Bank	Location	Currency	Account Type	Account No. (last four digits)
We Work Management LLC	JPMorgan Chase Bank, N.A.	United States	USD	Adequate Assurance Account	6257
WeWork Companies U.S. LLC	JPMorgan Chase Bank, N.A.	United States	USD	BACA Account	7550
Common Desk Holdings LLC	JPMorgan Chase Bank, N.A.	United States	USD	Common Desk Account	0242
Common Desk Operations LLC	JPMorgan Chase Bank, N.A.	United States	USD	Common Desk Account	0527
Common Desk De, LLC	JPMorgan Chase Bank, N.A.	United States	USD	Common Desk Account	5970
Common Desk West 7th, LLC	JPMorgan Chase Bank, N.A.	United States	USD	Common Desk Account	6192
Common Desk Oc, LLC	JPMorgan Chase Bank, N.A.	United States	USD	Common Desk Account	8028
Common Desk Daymaker LLC	JPMorgan Chase Bank, N.A.	United States	USD	Common Desk Account	9797
WeWork Interco LLC	JPMorgan Chase Bank, N.A.	United States	USD	Interco Account	7298
WeWork Companies U.S. LLC	Goldman Sachs Asset Management	United States	USD	Investment Account	9818
WeWork Companies U.S. LLC	Goldman Sachs Asset Management	United States	USD	Investment Account	9653
WeWork Companies U.S. LLC	Goldman Sachs Asset Management	United States	USD	Investment Account	63
WeWork Companies U.S. LLC	Goldman Sachs Asset Management	United States	USD	Investment Account	6932
WeWork Companies U.S. LLC	Goldman Sachs Asset Management	United States	USD	Investment Account	6932
WeWork Companies U.S. LLC	Goldman Sachs Asset Management	United States	USD	Investment Account	6932
WeWork Companies U.S. LLC	Goldman Sachs Asset Management	United States	USD	Investment Account	6932
WeWork Companies U.S. LLC	Goldman Sachs Asset Management	United States	USD	Investment Account	6932
WeWork Companies U.S. LLC	Goldman Sachs Asset Management	United States	USD	Investment Account	6932
WeWork Companies U.S. LLC	Goldman Sachs Asset Management	United States	USD	Investment Account	6932
WeWork Companies U.S. LLC	Goldman Sachs Asset Management	United States	USD	Investment Account	0367
WeWork Companies U.S. LLC	Goldman Sachs Asset Management	United States	USD	Investment Account	0375
WeWork Companies U.S. LLC	Goldman Sachs Asset Management	United States	USD	Investment Account	0670
WeWork Companies U.S. LLC	Goldman Sachs Asset Management	United States	USD	Investment Account	7397
Common Desk Operations LLC	JPMorgan Chase Bank, N.A.	United States	USD	Lockbox Account	8839



We Work Management LLC	JPMorgan Chase Bank, N.A.	United States	USD	Lockbox Account	8913
WeWork Canada LP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Lockbox Account	9170
We Work Management LLC	JPMorgan Chase Bank, N.A.	United States	USD	Master Disbursement Account	5952
WeWork Companies Inc.	JPMorgan Chase Bank, N.A.	United States	USD	Master Operating Account	5960
WeWork Co Inc.	Citibank, N.A.	United States	USD	Operating Account	6885
WeWork Companies U.S. LLC	HSBC Bank USA NA	United States	USD	Operating Account	1307
WeWork Workplace LLC	J.P. Morgan SE - Luxembourg	Luxembourg	EUR	Operating Account	2440
WeWork Interco LLC	J.P. Morgan SE - Luxembourg	Luxembourg	USD	Operating Account	8876
WeWork Canada LP ULC	J.P. Morgan SE - Luxembourg	Luxembourg	CAD	Operating Account	9462
WW Worldwide C.V.	JPMorgan Chase Bank, Amsterdam	Netherlands	EUR	Operating Account	3060
WeWork Workplace LLC	JPMorgan Chase Bank, London	United Kingdom	GBP	Operating Account	3254
We Work 154 Grand LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0054
1 South Dearborn Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0096
6543 South Las Vegas Boulevard Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0107
PxWe Facility & Asset Management Services LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0157
10885 NE 4th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0168
149 5th Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0176
38 West 21st Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0184
21 Penn Plaza Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0192
9200 Timpanogos Highway Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0200
880 3rd Ave Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0218
8305 Sunset Boulevard HQ LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0222
490 Broadway Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0226
515 Folsom Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0226
902 Broadway Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0234
15 West 27th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0259

115 East 23rd Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0267
1201 Wills Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0275
330 North Wabash Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0283
515 N State Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0291
1700 Lincoln Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0317
6 East 32nd Street WW Q LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0351
424-438 Fifth Ave Tenant	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0553
Creator Fund Managing Member LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0560
10 East 40th Street HQ LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0583
1 Beacon Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0597
1099 Stewart Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0605
119 W Parrish Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0613
1535 Broadway Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0639
18 West 18th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0647
920 5th Ave Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0662
Mailroom Bar At 110 Wall LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0688
1111 Broadway Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0696
148 Lafayette Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0704
8687 Melrose Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0712
12 South 1st Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0716
115 Broadway Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0720
WW 110 Wall LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0753
WW 2221 South Clark LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0761
30 Hudson Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0767
Insurance Services By WeWork LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0809
75 Arlington Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0815
110 110th Avenue Northeast Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0906

WWCo Architecture Holdings LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	0916
161 Avenue Of The Americas Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1010
881 Peachtree Street Northeast Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1059
29 West 30th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1077
475 Sansome St Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1078
The We Company Management Holdings L.P.	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1089
660 J Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1091
546 5th Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1125
400 Spectrum Center Drive Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1133
100 Summer Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1181
205 North Detroit Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1213
160 Varick Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1257
35 East 21st Street HQ LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1265
625 West Adams Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1298
1560 Broadway Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1323
800 North High Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1371
WeWork Companies Partner LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1389
1156 6th Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1395
WW 111 West Illinois LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1397
WW 535 Mission LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1413
180 Geary Street HQ LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1505
1100 Main Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1520
50-60 Francisco Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1531
7500 Legacy Circle Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1552
755 Sansome Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1576
3001 Bishop Drive Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1612
WW Project Swift Member LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1620

WeWork La LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1624
609 Main Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1631
We Work Retail LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1660
63 Madison Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1672
44 Wall Street HQ LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1703
1115 Broadway Q LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1713
611 North Brand Boulevard Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1730
700 North Miami Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1739
28 2nd Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1766
1440 Broadway Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1833
360 NW 27th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1836
901 North Glebe Road Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1862
WeWork Asset Management LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1869
405 Mateo Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1885
WeWork Workplace LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1896
75 Rock Plz Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1903
16 East 34th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1935
30 Wall Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	1972
1003 East 4th Place Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2019
340 Bryant Street HQ LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2022
Fieldlens LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2056
1100 15th Street NW Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2076
575 Lexington Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2107
1100 Ludlow Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2126
101 East Washington Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2133
Cities By We LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2175
33 East 33rd Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2178

5960 Berkshire Lane Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2236
WW 110 Wall LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2262
149 Madison Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2273
120 West Trinity Place Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2293
145 W 45th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2299
205 Hudson Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2305
606 Broadway Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2315
2221 Park Place Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2316
10 East 38th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2336
Play By WeWork LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2357
1828 Walnut St Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2361
180 Sansome Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2376
3900 W Alameda Ave Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2379
10250 Constellation Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2387
100 Broadway Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2395
WeWork Wellness LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2396
152 3rd Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2398
1175 Peachtree Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2403
12 East 49th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2429
1450 Broadway Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2437
1619 Broadway Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2460
415 Mission Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2465
925 4th Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2473
8910 University Center Lane Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2481
44 Montgomery Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2499
4041 Macarthur Boulevard Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2506
221 6th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2507

408 Broadway Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2515
1330 Lagoon Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2523
135 Madison Ave Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2549
2031 3rd Ave Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2553
920 SW 6th Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2556
99 Chauncy Street Q LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2560
1920 McKinney Ave Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2561
5049 Edwards Ranch Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2564
460 West 50 North Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2575
11801 Domain Blvd Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2587
1900 Market Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2603
7272 Wisconsin Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2621
90 South 400 West Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2625
WeWork 175 Varick LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2627
The Hub Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2629
1115 W Fulton Market Q LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2661
200 South Orange Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2665
345 West 100 South Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2676
731 Sansome Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2701
10585 Santa Monica Boulevard Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2720
448 North Lasalle Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2731
WW 811 West 7th Street LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2749
WW 107 Spring Street LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2756
222 Kearny Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2778
Five Hundred Fifth Avenue HQ LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2798
609 5th Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2802
21255 Burbank Boulevard Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2803

WW 520 Broadway LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2806
WeWork Bryant Park LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2814
WeWork Commons LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2822
315 East Houston Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2828
1900 Powell Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2851
1 Post Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2877
750 White Plains Road Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	2883
WeWork Space Services LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3003
50 W 28th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3033
2201 Broadway Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3058
525 Broadway Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3101
WeWork Construction LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3105
128 South Tryon Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3114
1601 Elm Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3122
77 Sands WW Corporate Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3165
WW Onsite Services Exp LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3204
250 E 200 S Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3220
167 N Green Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3255
1200 Franklin Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3261
420 Commerce Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3263
1615 Platte Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3271
729 Washington Ave Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3276
1 Milk Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3289
1201 Wilson Blvd Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3297
255 Giralda Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3313
8687 Melrose Green Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3313
483 Broadway Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3321

725 Ponce De Leon Ave NE Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3325
231 11th Ave Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3339
801 Barton Springs Owner LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3362
WeWork Management LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3501
300 Morris Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3578
1410 Broadway Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3655
505 Main Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3657
WeWork Little West 12th LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3682
609 Greenwich Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3685
225 W 39th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3693
67 Irving Place Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3701
1115 Howell Mill Road Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3707
130 Madison Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3719
We Work 349 5th Ave LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3719
1725 Hughes Landing Boulevard Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3762
385 5th Avenue Q LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3786
WeWork 156 2nd LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3828
2401 Elliott Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3903
1701 Rhode Island Avenue Northwest Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3982
3101 Park Boulevard Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	3986
12130 Millennium Drive Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4102
2222 Ponce De Leon Blvd Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4110
225 South 6th St Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4128
WeWork Services LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4137
901 Woodland St Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4144
1 Glenwood Ave Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4151
255 S King St Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4169



201 Spear St Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4177
655 Montgomery St Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4185
195 Montague Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4228
WW Vendorco LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4251
142 W 57th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4269
109 S 5th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4285
31 St James Ave Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4293
100 S State Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4301
125 S Clark Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4319
925 N La Brea Ave Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4327
177 E Colorado Blvd Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4343
12655 Jefferson Blvd Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4350
200 Spectrum Center Drive Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4368
524 Broadway Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4400
2-4 Herald Square Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4434
1430 Walnut Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4442
501 Eastlake Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4459
75 E Santa Clara Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4467
110 Wall Manager LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4475
450 Lexington Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4612
WW 11 John LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4620
WW 350 Lincoln LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4638
53 Beach Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4837
11 Park Pl Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4860
27-01 Queens Plaza North Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4878
130 W 42nd Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4894
8 W 40th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4944

575 5th Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	4969
830 NE Holladay Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5024
1111 West 6th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5028
437 5th Avenue Q LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5039
650 California Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5040
WW Onsite Services LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5057
5215 North O'Connor Boulevard Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5072
777 6th Street NW Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5094
125 West 25th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5110
316 West 12th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5119
Welkio LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5130
1400 Lavaca Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5135
1600 7th Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5151
WeWork 25 Taylor LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5157
545 Boylston Street Q LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5161
401 San Antonio Road Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5169
WW Onsite Services AAG LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5185
WW Onsite Services Sfi LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5193
711 Atlantic Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5200
WW Onsite Services Sum LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5201
3000 Olym Boulevard Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5267
801 B. Springs Road Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5346
2700 Post Oak Blvd. Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5379
1601 Vine Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5387
WW 26 JS Member LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5472
WW 222 Broadway LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5550
WW 1550 Wewatta Street LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5556

2420 17th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5564
10845 Griffith Peak Drive Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5572
WW 5782 Jefferson LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5572
WW 312 Arizona LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5580
315 W 36th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5598
1460 Broadway Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5606
1453 3rd Street Promenade Q LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5720
57 E 11th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5753
820 18th Ave South Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5796
25 West 45th Street HQ LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5811
433 Hamilton Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5813
501 East Kennedy Boulevard Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5852
615 S. Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5862
80 M Street SE Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5870
1031 South Broadway Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5886
4005 Miranda Ave Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5886
7761 Greenhouse Rd Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5896
511 W 25th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5911
311 W 43rd Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5912
7 West 18th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5920
1840 Gateway Dr Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5930
410 North Scottsdale Road Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5937
700 SW 5th Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5938
Legacy Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5953
185 Madison Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5960
3365 Piedmont Road Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	5993
1875 K Street NW Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6009

88 U Place Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6017
WW 1601 Fifth Avenue LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6025
33 Irving Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6033
300 Park Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6041
9777 Wilshire Boulevard Q LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6052
428 Broadway Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6058
599 Broadway Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6059
404 Fifth Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6066
One Gotham Center Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6074
WW Enlightened Hospitality Investor LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6082
3300 N. Interstate 35 Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6090
Clubhouse TS LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6108
460 Park Ave South Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6117
WeWork Real Estate LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6124
4311 11th Avenue Northeast Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6132
WeWork Magazine LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6132
2425 East Camelback Road Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6190
708 Main St Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6198
17300 Laguna Canyon Road Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6219
5750 Wilshire Boulevard Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6223
1240 Rosecrans Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6230
800 Market Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6232
150 4th Ave N Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6248
WW 85 Broad LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6260
1525 11th Ave Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6271
WW 1328 Florida Avenue LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6278
WW 220 NW Eighth Avenue LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6286

WW Journal Square Holdings LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6294
WW Journal Square Member LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6302
1200 17th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6309
1201 3rd Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6325
601 South Figueroa Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6362
3200 Park Center Drive Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6390
3280 Peachtree Road NE Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6408
33 Arch Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6416
391 San Antonio Road Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6424
400 California Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6432
695 Town Center Drive Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6507
980 6th Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6508
756 W Peachtree Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6515
750 Lexington Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6523
1155 West Fulton Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6557
44 East 30th Street HQ LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6621
414 West 14th Street HQ LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6628
1114 W Fulton Market Q LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6651
6655 Town Square Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6685
1814 Franklin St Q LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6693
99 High Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6696
2323 Delgany Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6727
45 West 18th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6766
One Metropolitan Square Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6777
199 Water Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6788
2 Belvedere Drive Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6790
100 Bayview Circle Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6795

3219 Knox Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6861
2211 Michelson Drive Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6892
40 Water Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6896
222 S Riverside Plaza Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6904
500 7th Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6938
1411 4th Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6961
22 Cortlandt Street HQ LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	6998
WeWork Labs Entity LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7006
2120 Berkeley Way Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7019
24 Farnsworth Street Q LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7021
28 West 44th Street HQ LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7103
183 Madison Avenue Q LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7108
65 East State Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7138
18191 Von Karman Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7163
501 Boylston Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7181
49 West 27th Street HQ LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7186
200 Berkeley Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7199
South Tryon Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7199
83 Maiden Lane Q LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7203
7300 Dallas Parkway Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7207
18691 Jamboree Road Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7215
500 11th Ave North Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7223
200 Massachusetts Ave NW Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7228
214 West 29th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7231
1557 West Innovation Way Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7261
229 West 36th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7286
808 Wilshire Boulevard Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7305

245 Livingston St Q LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7320
1 Lincoln Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7329
1660 Lincoln Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7519
WeWork 261 Madison LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7546
1001 Woodward Ave Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7571
540 Broadway Q LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7686
2755 Canyon Blvd WW Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7700
3000 S Robertson Blvd Q LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7800
1389 Peachtree Street Northwest Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7816
655 New York Avenue Northwest Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7827
77 Sands Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7842
333 West San Carlos Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7859
6001 Cass Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7867
WW 1010 Hancock LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7867
WW 995 Market LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7875
10900 Stonelake Boulevard Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7883
35-37 36th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7883
117 NE 1st Ave Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7909
WW 1161 Mission LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7925
505 Park Avenue Q LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7930
WW 555 West 5th Street LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7933
429 Lenox Ave Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7941
20 W Kinzie Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7966
6900 North Dallas Parkway Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7967
600 H Apollo Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7974
101 Marietta Street Northwest Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7980
332 S Michigan Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	7982

130 5th Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8022
101 North 1st Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8028
WeWork Commons LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8028
353 Sacramento Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8030
800 Bellevue Way Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8048
1150 South Olive Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8051
10000 Washington Boulevard Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8055
3090 Olive Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8062
2 North Lasalle Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8063
166 Geary Street HQ LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8069
1 Belvedere Drive Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8071
Powered By We LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8089
WW 205 E 42nd Street LLC.	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8089
2600 Executive Parkway Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8103
1547 9th Street HQ LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8160
71 Stevenson Street Q LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8196
77 Sleeper Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8196
821 17th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8204
400 Concar Drive Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8212
1825 South Grant Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8220
437 Madison Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8236
830 Brickell Plaza Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8238
71 5th Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8261
345 4th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8283
WeWork 54 West 40th LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8285
Wildgoose I LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8295
1730 Minor Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8303



250 Park Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8303
550 Kearny Street HQ LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8327
200 Portland Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8353
419 Park Avenue South Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8507
WeWork Management LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8553
3600 Brighton Boulevard Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8559
550 7th Avenue HQ LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8606
430 Park Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8608
Waltz Merger Sub LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8615
3003 Woodbridge Ave Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8652
660 North Capitol St NW Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8671
1 Union Square West HQ LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8673
1155 Perimeter Center West Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8820
1333 New Hampshire Avenue Northwest Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8852
200 South Biscayne Blvd Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8855
1455 Market Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8895
9830 Wilshire Boulevard Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8928
625 Massachusetts Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8962
1372 Peachtree Street NE Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8988
1449 Woodward Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	8996
1601 Market Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9002
1775 Tysons Boulevard Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9010
400 Capitol Mall Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9010
2 Embarcadero Center Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9028
222 North Sepulveda Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9036
1881 Broadway HQ LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9067
78 SW 7th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9069

420 5th Avenue Q LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9076
1910 North Ola Avenue Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9166
1305 2nd Street Q LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9189
WW Brooklyn Navy Yard, LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9434
WW 600 Congress LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9442
WW 240 Bedford, LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9459
WW 81 Prospect, LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9467
WW 745 Atlantic LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9475
WW 51 Melcher, LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9483
WW 210 N Green LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9491
WW 718 7th Street LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9509
160 W Santa Clara St Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9510
WW 641 S Street, LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9517
WW 1875 Connecticut LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9525
WW 2221 South Clark LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9533
WW 25 Broadway LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9558
655 15th Street NW Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9565
WW 379 W Broadway LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9566
WW 401 Park Avenue South LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9574
700 K Street NW Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9581
WW 79 Madison LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9590
154 W 14th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9599
600 California Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9607
WW 110 Wall LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9608
135 E 57th Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9615
WW 5 W 125th Street LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9616
WW 115 W 18th Street, LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9624

1448 NW Market Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9631
WW 120 E 23rd Street LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9632
WW 500 Yale LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9640
400 Lincoln Square Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9649
WW 2015 Shattuck LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9657
255 Greenwich Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9668
3120 139th Avenue Southeast Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9729
5161 Lankershim Boulevard Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9885
600 B Street Tenant LLC	JPMorgan Chase Bank, N.A.	United States	USD	Operating Account	9959
WeWork Canada GP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	1476
WeWork Canada LP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	1477
WeWork Canada LP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	1478
WeWork Canada LP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	1479
WeWork Canada LP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	1483
WeWork Canada LP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	1485
WeWork Canada LP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	1486
WeWork Canada LP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	1489
WeWork Canada LP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	1490
WeWork Canada LP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	1606
WeWork Canada LP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	3399
WeWork Canada LP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	3403
WeWork Canada LP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	4719
WeWork Canada LP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	4755
WeWork Canada LP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	8041
WeWork Canada LP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	8188
WeWork Canada LP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	8190
WeWork Canada LP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	8279

4635 Lougheed Highway Tenant LP	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	8281
WeWork Canada LP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	8346
WeWork Canada LP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	8349
WeWork Canada LP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	8350
WeWork Canada LP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	8351
WeWork Canada LP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	8567
WeWork Canada LP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	8568
1090 West Pender Street Tenant LP	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	8570
700 2 Street Southwest Tenant LP	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	8572
WeWork Canada LP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	9230
WeWork Canada LP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	9279
WeWork Canada LP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	9280
WeWork Canada LP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	9281
WeWork Canada LP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	9304
WeWork Canada LP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	9306
WeWork Canada LP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	9333
WeWork Canada LP ULC	JPMorgan Chase Bank, Toronto	Canada	CAD	Operating Account	9362
WeWork Companies U.S. LLC	Goldman Sachs Bank USA	United States	USD	Other Account	0937
WW Project Swift Development LLC	JPMorgan Chase Bank, N.A.	United States	USD	Other Account	0355
WeWork Inc.	JPMorgan Chase Bank, N.A.	United States	USD	Other Account	3801
We Work Management LLC	JPMorgan Chase Bank, N.A.	United States	USD	Payroll Account	5977
WeWork Interco LLC	J.P. Morgan SE - Luxembourg	Luxembourg	USD	Pool Settlement Account	6117
WeWork Interco LLC	J.P. Morgan SE - Luxembourg	Luxembourg	EUR	WeWork Interco Pool Account	9443
WeWork Interco LLC	J.P. Morgan SE - Luxembourg	Luxembourg	GBP	WeWork Interco Pool Account	9735

**SCHEDULE “D”  
INTERIM WAGES ORDER**

[Attached]



Order Filed on November 8, 2023  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

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

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

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*Proposed Co-Counsel for Debtors and  
Debtors in Possession*

In re:

WEWORK INC., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 23-19865 (JKS)

(Joint Administration Requested)

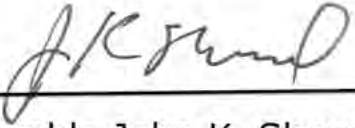
<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://dm.epiq11.com/WeWork>. The location of Debtor WeWork Inc.'s principal place of business is 12 East 49th Street, 3<sup>rd</sup> Floor, 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.

**INTERIM ORDER (I) AUTHORIZING  
THE DEBTORS TO (A) PAY PREPETITION WAGES, SALARIES, OTHER  
COMPENSATION, AND REIMBURSABLE EXPENSES AND (B) CONTINUE  
EMPLOYEE BENEFITS PROGRAMS, AND (II) GRANTING RELATED RELIEF**

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The relief set forth on the following pages, numbered three (3) through ten (10), is  
**ORDERED.**

**DATED: November 8, 2023**

  
\_\_\_\_\_  
Honorable John K. Sherwood  
United States Bankruptcy Court

Debtors: WeWork Inc., et al.  
Case No. 23-19865 (JKS)  
Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs, and (II) Granting Related Relief

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Upon the Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs; and (II) Granting Related Relief (the "Motion"),<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an interim order (this "Interim Order") (i) authorizing the Debtors to (a) pay undisputed prepetition wages, salaries, other compensation, and reimbursable expenses and (b) continue employee benefits programs, in each case in the ordinary course of business, and consistent with prepetition practices, including payment of certain undisputed prepetition obligations related thereto, (c) scheduling a final hearing to consider approval of the Motion on a final basis, and (ii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Motion.



Debtors: WeWork Inc., *et al.*  
Case No. 23-19865 (JKS)  
Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs, and (II) Granting Related Relief

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legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** on an interim basis as set forth herein.

2. The Final Hearing on the Motion will be held on 12/6, **2023**, at 11:00 a.m. **(Eastern Time)**. Objections, if any, that relate to the Motion shall be filed and served so as to be actually received by the Debtors' proposed counsel on or before November 29, **2023**, at **4:00 p.m. (Eastern Time)**. If no objections are filed to the Motion, the Court may enter an order approving the relief requested in the Motion on a final basis without further notice or hearing.

3. The Debtors are hereby authorized, but not directed, to: (a) continue, modify, change, and/or discontinue the Compensation and Benefits in the ordinary course of business, in accordance with the Debtors' prepetition policies and practices, in their sole discretion, without the need for further Court approval, subject to applicable law and the terms of this Interim Order; (b) honor and pay any prepetition amounts outstanding under or related to the Compensation and Benefits as and when such obligations are due, in their business judgment during these chapter 11 cases and without the need for further Court approval, subject to applicable law and the terms of this Interim Order; *provided* that the Debtors will not pay any outstanding prepetition or postpetition claims with respect to the Reimbursable Expenses in advance of the date they come due; *provided further* that payments on account of Bonus Programs shall not be made or authorized by this Interim Order and shall be made or authorized pursuant to the entry of a final order; and (c) pay in the ordinary course of business any costs and expenses incidental to payment of the

Debtors: WeWork Inc., *et al.*  
Case No. 23-19865 (JKS)  
Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs, and (II) Granting Related Relief

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Compensation and Benefits obligations, including the Payroll Vendor Obligations, and all reasonable administrative and processing costs.

4. Nothing herein shall be deemed to authorize the payment of any prepetition amounts to any Employee in excess of the Priority Cap, except upon further order of this Court.

5. Pursuant to section 362(d) of the Bankruptcy Code, the automatic stay is modified solely to the extent necessary to allow Employees to proceed with their claims under the Workers' Compensation Program in the appropriate judicial or administrative forum, and Employees are authorized to so proceed. The Debtors are authorized, but not directed, to continue the Workers' Compensation Program and pay all prepetition amounts relating thereto in the ordinary course of business, consistent with prepetition practices, including, for the avoidance of doubt, any amounts that become due and owing on account of a Workers' Compensation Audit, if any. The modification of the automatic stay set forth in this paragraph pertains solely to claims under the Workers' Compensation Program.

6. Nothing herein shall be deemed to authorize the Debtors to cash out unpaid Paid Leave Benefits except upon termination of an Employee if applicable nonbankruptcy law requires such payment.

7. Nothing contained herein is intended or should be construed to create an administrative priority claim on account of the Compensation and Benefits obligations.

8. Pending entry of the Final Order, the Debtors shall not pay and nothing herein shall be deemed to authorize the payment of any prepetition amounts owed on account of the Non-

Debtors: WeWork Inc., *et al.*  
Case No. 23-19865 (JKS)  
Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs, and (II) Granting Related Relief

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Insider Retention Bonus Program and the Non-Employee Director Compensation, except upon further order of this Court.

9. The Debtors are authorized, but not directed, to continue to honor their Payroll Vendor Obligations and to pay any prepetition claims with respect thereto in the ordinary course of business, consistent with prepetition practices.

10. The Debtors are authorized to forward any unpaid amounts on account of Payroll Deductions or Payroll Taxes to the appropriate third-party recipients or taxing authorities, as applicable, in the ordinary course of business, consistent with prepetition practices.

11. The Debtors shall not make any non-ordinary course payments, including any non-ordinary course bonus, incentive, or severance payments to any insider (as such term is defined in section 101(31) of the Bankruptcy Code) without further order of this Court; *provided* that, for the avoidance of doubt, nothing in the Motion or this Interim Order shall be construed as approving any payment pursuant to section 503(c) of the Bankruptcy Code, and a separate motion will be filed for any requests that are governed by section 503(c) of the Bankruptcy Code; *provided, further*, that nothing herein shall prejudice the Debtors' ability to seek approval for such relief pursuant to section 503(c) of the Bankruptcy Code at a later time. Nothing in the Motion or this Interim Order shall constitute a determination by the Court as to whether any individual seeking payment pursuant to the Interim Order is or is not an "insider" as that term is defined in section 101(31) of the Bankruptcy Code.

12. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized

Debtors: WeWork Inc., *et al.*  
Case No. 23-19865 (JKS)  
Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs, and (II) Granting Related Relief

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to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

13. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order is intended as or shall be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Interim Order or the Motion or any order granting the relief requested by the Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (h) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all

Debtors: WeWork Inc., et al.  
Case No. 23-19865 (JKS)  
Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs, and (II) Granting Related Relief

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parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (j) a waiver of the obligation of any party in interest to file a proof of claim; or (k) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease. Any payment made pursuant to this Interim Order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

14. Notwithstanding anything to the contrary contained in the Motion or this Interim Order, any payment to be made pursuant to the authority granted in this Order shall not be inconsistent with, and shall be subject to and in compliance with, the requirements imposed on the Debtors under the terms of each interim and final order entered by the Court in respect of the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* filed substantially contemporaneously herewith (the "Cash Collateral Orders"), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the Cash Collateral Orders. To the extent there is any inconsistency between the terms of the Cash Collateral Orders and this Order, the terms of the Cash Collateral Orders shall control.

Debtors: WeWork Inc., *et al.*  
Case No. 23-19865 (JKS)  
Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs, and (II) Granting Related Relief

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15. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein and to the extent authorized by this Interim Order.

16. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the contents of the Motion or otherwise deemed waived.

17. Nothing in this Interim Order authorizes the Debtors to accelerate any payments not otherwise due.

18. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Interim Order in accordance with the Motion.

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

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

21. 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 or otherwise waived.

Debtors: WeWork Inc., *et al.*  
Case No. 23-19865 (JKS)  
Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs, and (II) Granting Related Relief

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22. The Debtors shall serve by regular mail a copy of this Interim Order and the Motion on all parties required to receive such service pursuant to Local Rule 9013-5(f) within two business days after the entry of this Interim Order.

23. Any party may move for modification of this Interim Order in accordance with Local Rule 9013-5(e).

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

**SCHEDULE “E”  
INTERIM CRITICAL VENDORS ORDER**

[Attached]



**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY****Caption in Compliance with D.N.J. LBR 9004-1(b)****KIRKLAND & ELLIS LLP****KIRKLAND & ELLIS INTERNATIONAL LLP**

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*Proposed Co-Counsel for Debtors and  
Debtors in Possession*

In re:

WEWORK INC., *et al.*,Debtors.<sup>1</sup>

Chapter 11

Case No. 23-19865 (JKS)

(Joint Administration Requested)



Order Filed on November 8, 2023  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

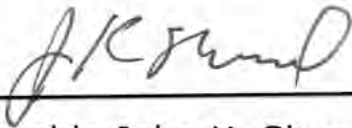
<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://dm.epiq11.com/WeWork>. The location of Debtor WeWork Inc.'s principal place of business is 12 East 49th Street, 3<sup>rd</sup> Floor, 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.

**INTERIM ORDER (I) AUTHORIZING DEBTORS TO PAY  
PREPETITION CLAIMS OF CERTAIN CRITICAL VENDORS, FOREIGN  
VENDORS, 503(B)(9) CLAIMANTS, AND LIEN CLAIMANTS, (II) GRANTING  
ADMINISTRATIVE EXPENSE PRIORITY TO ALL UNDISPUTED OBLIGATIONS ON  
ACCOUNT OF OUTSTANDING ORDERS, AND (III) GRANTING RELATED RELIEF**

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The relief set forth on the following pages, numbered three (3) through eleven  
(11), is **ORDERED**.

**DATED: November 8, 2023**

  
\_\_\_\_\_  
Honorable John K. Sherwood  
United States Bankruptcy Court

Debtors: WeWork Inc., et al.  
Case No. 23-19865 (JKS)  
Caption of Order: Interim Order (I) Authorizing Debtors to Pay Prepetition Claims of Certain Critical Vendors, Foreign Vendors, 503(B)(9) Claimants, and Lien Claimants, (II) Granting Administrative Expense Priority to All Undisputed Obligations on Account of Outstanding Orders, and (III) Granting Related Relief

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Upon the *Motion of Debtors Seeking Entry of Interim and Final Orders (I) Authorizing Debtors to Pay Prepetition Claims of Certain Critical Vendors, Foreign Vendors, 503(b)(9) Claimants, and Lien Claimants, (II) Granting Administrative Expense Priority to All Undisputed Obligations on Account of Outstanding Orders, and (III) Granting Related Relief* (the “Motion”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Interim Order”), (a) authorizing the Debtors to pay, in the ordinary course of business, prepetition amounts owing on account of (i) Critical Vendor Claims, (ii) Foreign Vendors Claims, (iii) 503(b)(9) Claims, and (iv) Lien Claims, (b) granting administrative expense priority to all undisputed obligations on account of goods ordered by the Debtors prior to the date hereof that will not be delivered until after the Petition Date and authorizing the Debtors to satisfy such obligations in the ordinary course of business, (c) scheduling a hearing to consider approval of the Motion on a final basis, and (d) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Motion.

Debtors: WeWork Inc., *et al.*  
Case No. 23-19865 (JKS)  
Caption of Order: Interim Order (I) Authorizing Debtors to Pay Prepetition Claims of Certain Critical Vendors, Foreign Vendors, 503(B)(9) Claimants, and Lien Claimants, (II) Granting Administrative Expense Priority to All Undisputed Obligations on Account of Outstanding Orders, and (III) Granting Related Relief

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Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** on an interim basis as set forth herein.
2. The Final Hearing on the Motion will be held on **December 6, 2023, at 11:00a.m.** (Eastern Time)  
Objections, if any, that relate to the Motion shall be filed and served so as to be actually received by the Debtors' proposed counsel on or before **November 29, 2023, at 4:00 p.m. (Eastern Time)**. If no objections are filed to the Motion, the Court may enter an order approving the relief requested in the Motion on a final basis without further notice or hearing.
3. The Debtors are authorized, but not directed, in their sole discretion, in an amount not to exceed \$12 million prior to entry of the Final Order, to honor, pay all or part of, and otherwise satisfy and discharge, on a case-by-case basis: (i) the Critical Vendor Claims; (ii) the Foreign Vendors Claims; (iii) the 503(b)(9) Claims; and (iv) the Lien Claims, each on an interim basis without further order of the Court.
4. All undisputed obligations related to the Outstanding Orders are granted administrative expense priority in accordance with section 503(b)(1)(A) of the Bankruptcy Code;

Debtors: WeWork Inc., *et al.*  
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Caption of Order: Interim Order (I) Authorizing Debtors to Pay Prepetition Claims of Certain Critical Vendors, Foreign Vendors, 503(B)(9) Claimants, and Lien Claimants, (II) Granting Administrative Expense Priority to All Undisputed Obligations on Account of Outstanding Orders, and (III) Granting Related Relief

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*provided*, however, that the Debtors can terminate any outstanding orders prior to delivery and any canceled orders are not afforded administrative priority.

5. The Debtors are authorized, but not directed, to pay all undisputed amounts relating to the Outstanding Orders in the ordinary course of business consistent with the parties' customary practices in effect prior to the Petition Date.

6. As a condition to receiving payment hereunder, the Debtors at their discretion may require, by written agreement (email being sufficient), such parties to continue supplying goods or services to the Debtors in accordance with Customary Trade Terms. The Debtors reserve the right to require more favorable trade terms with any party as a condition to payment of any prepetition claim.

7. If any party accepts payment hereunder for a prepetition obligation of the Debtors premised on compliance with the above, and thereafter fails to comply with the Customary Trade Terms, or other such terms as agreed to by the Debtors, then: (a) any payment on account of a prepetition claim received by such party shall be deemed, in the Debtors' reasonable discretion, an improper postpetition transfer and, therefore, immediately recoverable by the Debtors in cash upon written request by the Debtors; (b) upon recovery by the Debtors, any prepetition claim of such party shall be reinstated as if the payment had not been made; and (c) if there exists an outstanding postpetition balance due from the Debtors to such party, the Debtors may elect to recharacterize and apply any payment made pursuant to the relief requested by the Motion to such outstanding postpetition balance and such supplier or vendor will be required to repay to the

Debtors:	WeWork Inc., <i>et al.</i>
Case No.	23-19865 (JKS)
Caption of Order:	Interim Order (I) Authorizing Debtors to Pay Prepetition Claims of Certain Critical Vendors, Foreign Vendors, 503(B)(9) Claimants, and Lien Claimants, (II) Granting Administrative Expense Priority to All Undisputed Obligations on Account of Outstanding Orders, and (III) Granting Related Relief

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Debtors such paid amounts that exceed the postpetition obligations then outstanding, without the right of any setoffs, claims, provisions for payment of any claims, or otherwise.

8. Any Critical Vendor, Foreign Vendor, 503(b)(9) Claimant, or Lien Claimant that accepts payment from the Debtors on account of all or a portion of such party's claim pursuant to this Interim Order shall be deemed to (a) agree to the terms and provisions of this Interim Order and (b) have waived, to the extent so paid, Critical Vendor Claims, Foreign Vendor Claims, 503(b)(9) Claims, or Lien Claims of any type, kind, or priority (including any reclamation claim), against the Debtors, their assets and properties, and the assets and properties of their estates. Notwithstanding anything to the contrary herein, prior to making any payment pursuant to this Interim Order, the Debtors shall provide such Critical Vendor, Foreign Vendor, 503(b)(9) Claimant, or Lien Claimant with a copy of this Interim Order (unless previously provided to such Critical Vendor, Foreign Vendor, 503(b)(9) Claimant, or Lien Claimant).

9. Nothing herein shall impair or prejudice the Debtors' ability to contest, in their reasonable discretion, the extent, perfection, priority, validity, or amounts of any claims or liens held by any Critical Vendor, Foreign Vendor, 503(b)(9) Claimant, or Lien Claimant. The Debtors do not concede that any claims satisfied pursuant to this Interim Order are valid, and the Debtors expressly reserve all rights to contest the extent, validity, or perfection, or to seek the avoidance of all such liens or the priority of such claims.

10. Notwithstanding the foregoing, prior to entry of an order granting the relief requested in the Motion on a final basis, the Debtors are not authorized to pay any prepetition

Debtors: WeWork Inc., *et al.*  
Case No. 23-19865 (JKS)  
Caption of Order: Interim Order (I) Authorizing Debtors to Pay Prepetition Claims of Certain Critical Vendors, Foreign Vendors, 503(B)(9) Claimants, and Lien Claimants, (II) Granting Administrative Expense Priority to All Undisputed Obligations on Account of Outstanding Orders, and (III) Granting Related Relief

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amounts on account of Critical Vendors Claims, Foreign Vendor Claims, 503(b)(9) Claims, or Lien Claims before the applicable due dates of such claims.

11. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order is intended as or shall be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Interim Order or the Motion or any order granting the relief requested by the Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (h) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek

(148610)

Debtors: WeWork Inc., et al.

Case No. 23-19865 (JKS)

Caption of Order: Interim Order (I) Authorizing Debtors to Pay Prepetition Claims of Certain Critical Vendors, Foreign Vendors, 503(B)(9) Claimants, and Lien Claimants, (II) Granting Administrative Expense Priority to All Undisputed Obligations on Account of Outstanding Orders, and (III) Granting Related Relief

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avoidance of all such liens; (j) a waiver of the obligation of any party in interest to file a proof of claim; or (k) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease. Any payment made pursuant to this Interim Order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

12. Notwithstanding anything to the contrary contained in the Motion or this Interim Order, any payment to be made pursuant to the authority granted in this Interim Order shall not be inconsistent with, and shall be subject to and in compliance with, the requirements imposed on the Debtors under the terms of each interim and final order entered by the Court in respect of the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* filed substantially contemporaneously herewith (the "Cash Collateral Orders"), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the Cash Collateral Orders. To the extent there is any inconsistency between the terms of the Cash Collateral Orders and this Interim Order, the terms of the Cash Collateral Orders shall control.



Debtors: WeWork Inc., *et al.*  
Case No. 23-19865 (JKS)  
Caption of Order: Interim Order (I) Authorizing Debtors to Pay Prepetition Claims of Certain Critical Vendors, Foreign Vendors, 503(B)(9) Claimants, and Lien Claimants, (II) Granting Administrative Expense Priority to All Undisputed Obligations on Account of Outstanding Orders, and (III) Granting Related Relief

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13. Nothing herein shall impair or prejudice the rights of the U.S. Trustee or the advisors to any statutory committee appointed in these chapter 11 cases, which are expressly reserved, to object to any payment made pursuant to this Order to an insider (as such term is defined in section 101(31) of the Bankruptcy Code), or any affiliate of an insider to the Debtors. To the extent the Debtors intend to make a payment to an insider or an affiliate of an insider of the Debtors, the Debtors shall to the extent reasonably practicable, provide three (3) business days' advance notice to, and opportunity to object by, the U.S. Trustee and the advisors to any statutory committee appointed in these chapter 11 cases; *provided* that if any party objects to a payment, the Debtors shall not make such payment without further order of this court.

14. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein and to the extent authorized by this Interim Order.

15. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

Page | 10  
Debtors: WeWork Inc., *et al.*  
Case No. 23-19865 (JKS)  
Caption of Order: Interim Order (I) Authorizing Debtors to Pay Prepetition Claims of Certain Critical Vendors, Foreign Vendors, 503(B)(9) Claimants, and Lien Claimants, (II) Granting Administrative Expense Priority to All Undisputed Obligations on Account of Outstanding Orders, and (III) Granting Related Relief

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16. The Debtors shall maintain a matrix/schedule of amounts directly or indirectly paid, subject to the terms and conditions of this Interim Order, including the following information: (a) the names of the payee; (b) the amount of the payment; (c) the category or type of payment; and (d) the payment due. The Debtors shall provide a copy of such matrix/schedule to the U.S. Trustee and any official committee appointed in these chapter 11 cases every thirty days beginning upon entry of this Interim Order.

17. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the contents of the Motion or otherwise deemed waived.

18. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Interim Order in accordance with the Motion.

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

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

21. 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 or otherwise waived.

Debtors: WeWork Inc., *et al.*  
Case No. 23-19865 (JKS)  
Caption of Order: Interim Order (I) Authorizing Debtors to Pay Prepetition Claims of Certain Critical Vendors, Foreign Vendors, 503(B)(9) Claimants, and Lien Claimants, (II) Granting Administrative Expense Priority to All Undisputed Obligations on Account of Outstanding Orders, and (III) Granting Related Relief

---

22. The Debtors shall serve by regular mail a copy of this Interim Order and the Motion on all parties required to receive such service pursuant to Local Rule 9013-5(f) within two (2) business days after the entry of this Interim Order.

23. Any party may move for modification of this Interim Order in accordance with Local Rule 9013-5(e).

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

**SCHEDULE “F”  
INTERIM UTILITIES ORDER**

[Attached]

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY****Caption in Compliance with D.N.J. LBR 9004-1(b)****KIRKLAND & ELLIS LLP****KIRKLAND & ELLIS INTERNATIONAL LLP**

Edward O. Sassower, P.C.

Joshua A. Sussberg, P.C. (*pro hac vice* pending)Steven N. Serajeddini, P.C. (*pro hac vice* pending)Ciara Foster (*pro hac vice* pending)

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*Proposed Co-Counsel for Debtors and  
Debtors in Possession*

In re:

WEWORK INC., *et al.*,Debtors.<sup>1</sup>

Chapter 11

Case No. 23-19865 (JKS)

(Joint Administration Requested)



Order Filed on November 8, 2023  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

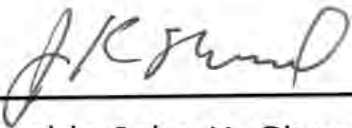
<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://dm.epiq11.com/WeWork>. The location of Debtor WeWork Inc.'s principal place of business is 12 East 49th Street, 3<sup>rd</sup> Floor, 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.

**INTERIM ORDER (I) APPROVING THE DEBTORS'  
PROPOSED ADEQUATE ASSURANCE OF PAYMENT FOR  
FUTURE UTILITY SERVICES, (II) PROHIBITING UTILITY  
COMPANIES FROM ALTERING, REFUSING, OR DISCONTINUING  
SERVICES, (III) APPROVING THE DEBTORS' PROPOSED PROCEDURES  
FOR RESOLVING ADEQUATE ASSURANCE REQUESTS, (IV) AUTHORIZING FEE  
PAYMENTS TO THE UTILITY AGENT, AND (V) GRANTING RELATED RELIEF**

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The relief set forth on the following pages, numbered three (3) through fifteen (15), is  
**ORDERED.**

**DATED: November 8, 2023**

  
\_\_\_\_\_  
Honorable John K. Sherwood  
United States Bankruptcy Court

Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services, (III) Approving the Debtors' Proposed Procedures for Resolving Adequate Assurance Requests, (IV) Authorizing Fee Payments to the Utility Agent, and (V) Granting Related Relief* (the "Motion")<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an interim order (this "Interim Order") (i) approving the Debtors' proposed adequate assurance of payment for future utility services, (ii) prohibiting Utility Providers from altering, refusing, or discontinuing services, (iii) approving the Adequate Assurance Procedures, (iv) authorizing fee payments to the company's Utility Agent; (v) scheduling a final hearing to consider approval of the Motion on a final basis, and (vi) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Motion.

upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** on an interim basis as set forth herein.
2. The Final Hearing on the Motion will be held on 12/6, **2023**, at 11:00 a.m. **(Eastern Time)**. Objections, if any, that relate to the Motion shall be filed and served so as to be actually received by the Debtors' proposed counsel on or before November 29, **2023**, at **4:00 p.m. (Eastern Time)**. If no objections are filed to the Motion, the Court may enter an order approving the relief requested in the Motion on a final basis without further notice or hearing.
3. Subject to the Adequate Assurance Procedures for resolving Adequate Assurance Requests, the Adequate Assurance Deposit, together with the Debtors' ability to pay for future Utility Services in the ordinary course of business, shall constitute adequate assurance of future payment as required by section 366 of the Bankruptcy Code.
4. The following Adequate Assurance Procedures are hereby approved on an interim basis:
  - a. Within twenty (20) days of the entry of this Interim Order, the Debtors will deposit the Adequate Assurance Deposit not to exceed \$1 million, which is equal to approximately fifty percent of the Debtors' historical monthly cost of Utility Services from the Utility Providers, in the newly created, segregated, interest-bearing Adequate Assurance Account.
  - b. If an amount relating to Utility Services provided postpetition by any Utility Provider is unpaid, and remains unpaid beyond any applicable grace period, such Utility Provider may request a disbursement from the Adequate Assurance Account up to the amount applicable to each such Utility Provider by giving notice to: (i) the Debtors, WeWork Inc. c/o Epiq Corporate Restructuring, LLC 10300 SW Allen Blvd. Beaverton, OR 97005 (weworknotices@wework.com); (ii) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Steven N. Serajeddini, P.C. (steven.serajeddini@kirkland.com) and Ciara Foster (ciara.foster@kirkland.com); (iii) proposed co-counsel to the Debtors, Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Michael D. Sirota, Esq. (msirota@coleschotz.com),



Warren A. Usatine, Esq. (wusatine@coleschotz.com), Felice R. Yudkin, Esq. (fyudkin@coleschotz.com), and Ryan T. Jareck, Esq. (rjareck@coleschotz.com); (iv) counsel to the official committee of unsecured creditors (if any) appointed in these chapter 11 cases; (v) counsel to SoftBank, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 Attn: Gary T. Holtzer (gary.holtzer@weil.com), Gabriel A. Morgan (gabriel.morgan@weil.com), Kevin H. Bostel (kevin.bostel@weil.com), and Eric L. Einhorn (eric.einhorn@weil.com) and Wollmuth Maher & Deutsch LLP, 500 5th Avenue, New York, New York 10110 Attn: Paul R. DeFilippo (PDefilippo@wmd-law.com), Steven S. Fitzgerald (sfitzgerald@wmdlaw.com), and Joseph F. Pacelli (jpacelli@wmd-law.com); and (vi) the Office of The United States Trustee for the District of New Jersey, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey, 07102, Attn: Fran Steele (Fran.B.Steele@usdoj.gov), and Peter D'Auria (Peter.J.D'Auria@usdoj.gov); (collectively, the "Notice Parties"). The Debtors shall honor such request within ten (10) business days after the date the request is received by the Debtors, subject to the ability of the Debtors and any such requesting Utility Provider to resolve any dispute regarding such request without further order of the Court. To the extent any Utility Provider receives a disbursement from the Adequate Assurance Account, the Debtors shall replenish the Adequate Assurance Account in the amount disbursed.

- c. Each Utility Provider holding an existing deposit is permitted to maintain its existing deposit in addition to its right to funds in the Adequate Assurance Account. Such Utility Provider may not, absent a separate order granting relief from Section 362 of the Bankruptcy Code, apply such existing deposit to any prepetition amounts owed.
- d. Any Utility Provider desiring additional assurances of payment in the form of deposits, prepayments, or otherwise must serve a request for additional assurance (an "Adequate Assurance Request") within thirty (30) days of the Petition Date. Any Utility Provider that objects to the Debtors' Proposed Adequate Assurance must serve an Adequate Assurance Request on the Notice Parties.
- e. Any Adequate Assurance Request must: (i) be in writing; (ii) identify the location(s) for which the Utility Services are provided and the account number(s) for such location(s); (iii) a summary of the Debtors' payment history relevant to the affected account(s), including any security deposits; (iv) provide evidence that the Debtors have a direct obligation to the Utility Provider; (v) certify that the Utility Provider does not already hold a deposit equal to or greater than two weeks of Utility Services; and (vi) explain why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.

- f. Unless a Utility Provider files and serves an Adequate Assurance Request, the Utility Provider shall be (i) deemed to have received “satisfactory” adequate assurance of payment in compliance with section 366 of the Bankruptcy Code and (ii) forbidden from discontinuing, altering, or refusing Utility Services to, or discriminating against, the Debtors on account of any unpaid prepetition charges, or requiring additional assurance of payment other than the Proposed Adequate Assurance.
- g. Upon the Debtors’ receipt of an Adequate Assurance Request, the Debtors shall promptly negotiate with the Utility Provider to resolve the Utility Provider’s Adequate Assurance Request.
- h. The Debtors may, without further order from the Court, resolve any Adequate Assurance Request by mutual agreement with a Utility Provider, and the Debtors may, in connection with any such agreement, provide a Utility Provider with additional adequate assurance of payment, including, but not limited to, cash deposits, prepayments, or other forms of security if the Debtors believe that such adequate assurance is reasonable; *provided, however*, (i) the Debtors shall maintain a summary record of such agreements and their respective terms, and (ii) such summary record and the agreements themselves shall be available to the Notice Parties upon request.
- i. If the Debtors and the Utility Provider are unable to reach a consensual resolution within fourteen (14) days of receipt of an Adequate Assurance Request, or if a Utility Provider was omitted from the Utility Services List and wishes to dispute whether they received adequate assurance of future payment pursuant to the procedures set forth in this Interim Order, as required by section 366 of the Bankruptcy Code, the Debtors will request a hearing before the Court at the next regularly-scheduled omnibus hearing to determine the adequacy of assurance of payment with respect to that particular Utility Provider (a “Determination Hearing”) pursuant to section 366(c)(3) of the Bankruptcy Code.
- l. At all times prior to resolution of such dispute at a Determination Hearing and the entry of any Court order as a result thereof, the relevant Utility Provider shall be prohibited from altering, refusing, or discontinuing service to the Debtors on account of: (i) unpaid charges for prepetition services; (ii) a pending Adequate Assurance Request; or (iii) any objections filed in response to the Proposed Adequate Assurance.

5. The Utility Providers, including those Utility Providers paid by the Debtors’ landlords, are prohibited from requiring additional adequate assurance of payment other than pursuant to the Adequate Assurance Procedures.

6. Absent further order of the Court, all Utility Providers, including those Utility Providers paid by the Debtors' landlords or through the Utility Agent, are prohibited from altering, refusing, or discontinuing services on account of any unpaid prepetition charges, the commencement of these chapter 11 cases, or any perceived inadequacy of the Proposed Adequate Assurance. Notwithstanding anything to the contrary in this Interim Order, nothing in this Interim Order affects the rights and obligations of the Debtors and their landlords under section 365 of the Bankruptcy Code with respect to nonresidential real property leases.

7. The Debtors are authorized to cause the Adequate Assurance Deposit to be held in a newly created, segregated, interest-bearing Adequate Assurance Account during the pendency of these chapter 11 cases.

8. The Debtors are authorized, but not directed, to add or remove such parties from the Utility Services List; *provided* that the Debtors shall provide notice of any such addition or removal to the Notice Parties; *provided, further*, that, if a Utility Provider is removed from the Utility Services List, the Debtors shall provide the applicable Utility Provider with two (2) weeks' notice thereof and the opportunity to respond to such removal. To the extent that there is any dispute as to the postpetition amounts owed to a Utility Provider or such Utility Provider's removal, such Utility Provider shall not be removed from the Utility Services List, and no funds shall be removed from the Adequate Assurance Deposit, until such dispute has been resolved. To the extent the Debtors and the Utility Provider are unable to reach a consensual resolution within fourteen (14) days of the Debtors' receipt of notice of such dispute, the Debtors shall request a hearing before this Court at the next omnibus hearing date or such other date that the Debtor and the Utility Provider may agree.

9. For any Utility Provider that is subsequently added to the Utility Services List, the Debtors shall serve such Utility Provider a copy of this Interim Order, including the Adequate Assurance Procedures, and provide such Utility Provider two (2) weeks' notice to object to the inclusion of such Utility Provider on the Utility Services List. If an objection is received, to the extent the Debtors and the Utility Provider are unable to reach a consensual resolution within fourteen (14) days of the Debtors' receipt of such objection, the Debtors shall request a hearing before this Court at the next omnibus hearing date or such other date that the Debtor and the Utility Provider may agree. The terms of this Interim Order and the Adequate Assurance Procedures shall apply to any subsequently identified Utility Provider. The Debtors shall supplement Exhibit C to the Motion with the names of any subsequently identified Utility Provider and file the same with the Court.

10. To the extent that the Debtors become delinquent with respect to a Utility Provider's account after the Petition Date, such Utility Provider shall be permitted to file a written notice of delinquency with the Court (a "Delinquency Notice") and serve such Delinquency Notice on the Debtors. Such Delinquency Notice must set forth the amount of the delinquency with enough detail for the Debtors and other parties-in-interest to determine the amount owing, by account number, and the dates services were provided. If such delinquency is not cured, and none of the Debtors have objected to the Delinquency Notice within ten (10) days of receipt, the Debtors will be required to remit to the respective Utility Provider from the Adequate Assurance Account the amount of postpetition charges claimed as delinquent. The Debtors will further be required to ensure that the Adequate Assurance Deposit is replenished, by the amount disbursed, after payment of the delinquent balance. If an objection is filed to the Delinquency Notice, the Debtors will request that this Court schedule a hearing to resolve the dispute.

11. The relief granted herein is for all Utility Providers providing Utility Services to the Debtors and is not limited to those parties or entities listed on the Utility Services List. Any subsequently identified Utility Provider not previously provided notice of this Interim Order and the Adequate Assurance Procedures shall be provided notice in accordance with paragraph 10 above, and afforded the opportunity to object or present an Adequate Assurance Request in accordance with the Adequate Assurance Procedures.

12. Absent further order of the Court, any landlord or third party that pays directly for Utility Services for the benefit of the Debtors pursuant to a nonresidential real property lease, and has been provided notice of the relief provided by this Interim Order, must continue paying for such Utility Services in the ordinary course of business and may not cease, reduce, delay, or otherwise interfere with the payment or delivery of such Utility Services, regardless of any nonpayment, deferral, or waiver of rent, or any defaults with respect to the applicable lease; *provided* that a landlord or third party may cease payments on account of Utility Services following the effective date of any rejection of the applicable lease pursuant to section 365 of the Bankruptcy Code, if any.

13. Pursuant to the Adequate Assurance Procedures, upon the Debtors' termination of Utility Services, the Debtors may, in their discretion and without further order of this Court, reduce the Adequate Assurance Deposit by an amount not exceeding, for each of the Utility Services being discontinued, the lesser of (i) the estimated two-week utility expense for such Utility Services or (ii) the amount of the Adequate Assurance Deposit then attributable to the applicable Utility Provider. If there are no outstanding disputes, then upon the effective date of a plan in these chapter 11 cases, the Adequate Assurance Deposit shall be returned to the Debtors, less any amount owed on account of unpaid, postpetition Utility Services, by no later than five (5) business

days following the date upon which the plan becomes effective. Notice of any reduction of the Adequate Assurance Deposit that exceeds \$50,000 shall immediately be provided to the Notice Parties.

14. The Debtors' service of the Motion upon the Utility Services List shall not constitute an admission or concession that any such entity is a "utility" within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto.

15. Notwithstanding anything to the contrary in any other order of this Court, including any order authorizing use of cash collateral, the interests of any party, including but not limited to the Debtors' pre-petition lenders, in, or lien on, the Adequate Assurance Deposit shall be subordinate to the Utility Providers' interest in any Adequate Assurance Deposit until such time as the Adequate Assurance Deposit is returned to the Debtors pursuant to this Interim Order, or as otherwise ordered by the Court.

16. Nothing in this Interim Order authorizes the Debtors to accelerate any payments not otherwise due.

17. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order is intended as or shall be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Interim Order or the Motion or any order

granting the relief requested by the Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (h) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (j) a waiver of the obligation of any party in interest to file a proof of claim; or (k) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease. Any payment made pursuant to this Interim Order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

18. Notwithstanding anything to the contrary contained in the Motion or this Interim Order, any payment to be made pursuant to the authority granted in this Interim Order shall not be inconsistent with, and shall be subject to and in compliance with, the requirements imposed on the Debtors under the terms of each interim and final order entered by the Court in respect of the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* filed



substantially contemporaneously herewith (the “Cash Collateral Orders”), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the Cash Collateral Orders. To the extent there is any inconsistency between the terms of the Cash Collateral Orders and this Interim Order, the terms of the Cash Collateral Orders shall control.

19. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein and to the extent authorized by this Interim Order.

20. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors’ designation of any particular check or electronic payment request as approved by this Interim Order.

21. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the contents of the Motion or otherwise deemed waived.

22. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Interim Order in accordance with the Motion.

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



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

25. 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 or otherwise waived.

26. The Debtors shall serve by regular mail a copy of this Interim Order and the Motion on all parties required to receive such service pursuant to Local Rule 9013-5(f) within two (2) business days after the entry of this Interim Order.

27. Any party may move for modification of this Interim Order in accordance with Local Rule 9013-5(e).

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

**SCHEDULE “G”  
INTERIM INSURANCE AND SURETY BOND ORDER**

[Attached]

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY****Caption in Compliance with D.N.J. LBR 9004-1(b)****KIRKLAND & ELLIS LLP  
KIRKLAND & ELLIS INTERNATIONAL LLP**

Edward O. Sassower, P.C.

Joshua A. Sussberg, P.C. (*pro hac vice* pending)Steven N. Serajeddini, P.C. (*pro hac vice* pending)Ciara Foster (*pro hac vice* pending)

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rjareck@coleschotz.com

*Proposed Co-Counsel for Debtors and  
Debtors in Possession*

In re:

WEWORK INC., *et al.*,Debtors.<sup>1</sup>

Chapter 11

Case No. 23-19865 (JKS)

(Joint Administration Requested)



Order Filed on November 9, 2023  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

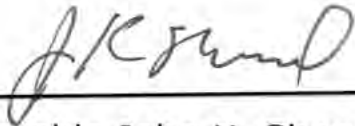
<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://dm.epiq11.com/WeWork>. The location of Debtor WeWork Inc.'s principal place of business is 12 East 49th Street, 3<sup>rd</sup> Floor, 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.

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS  
TO (A) MAINTAIN INSURANCE AND SURETY COVERAGE  
ENTERED INTO PREPETITION AND PAY RELATED PREPETITION  
OBLIGATIONS AND (B) RENEW, SUPPLEMENT, MODIFY, OR PURCHASE  
INSURANCE AND SURETY COVERAGE AND (II) GRANTING RELATED RELIEF**

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The relief set forth on the following pages, numbered three (3) through nine (9), is  
**ORDERED.**

**DATED: November 9, 2023**

  
\_\_\_\_\_  
Honorable John K. Sherwood  
United States Bankruptcy Court

Debtors: WeWork Inc., et al.  
Case No. 23-19865 (JKS)  
Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Maintain Insurance and Surety Coverage Entered into Prepetition and Pay Related Prepetition Obligations, and (B) Renew, Supplement, Modify, or Purchase Insurance and Surety Coverage, and (II) Granting Related Relief

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Upon the Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Maintain Insurance and Surety Coverage Entered into Prepetition and Pay Related Prepetition Obligations and (B) Renew, Supplement, Modify, or Purchase Insurance and Surety Coverage and (II) Granting Related Relief (the "Motion"),<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an interim order (this "Interim Order") (i) authorizing the Debtors to (a) maintain coverage under the Insurance Policies and the Surety Bonds (as applicable) and pay related prepetition obligations and (b) renew, supplement, modify, or purchase insurance and surety coverage in the ordinary course of business, (c) scheduling a final hearing to consider approval of the Motion on a final basis, and (ii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Motion.

Debtors: WeWork Inc., *et al.*  
Case No. 23-19865 (JKS)  
Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Maintain Insurance and Surety Coverage Entered into Prepetition and Pay Related Prepetition Obligations, and (B) Renew, Supplement, Modify, or Purchase Insurance and Surety Coverage, and (II) Granting Related Relief

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determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** on an interim basis as set forth herein.
2. The Final Hearing on the Motion will be held on **December 6, 2023, at 11:00 am (Eastern Time)**. Objections, if any, that relate to the Motion shall be filed and served so as to be actually received by the Debtors' proposed counsel on or before **November 29, 2023, at 4:00 p.m. (Eastern Time)**. If no objections are filed to the Motion, the Court may enter an order approving the relief requested in the Motion on a final basis without further notice or hearing.
3. The Debtors are authorized, but not directed, to continue and maintain the Insurance Policies, including, but not limited to, the Insurance Policies identified on Exhibit C to the Motion, and, in their sole discretion, pay any related prepetition or postpetition amounts or obligations thereto in the ordinary course of business, and consistent with prepetition practice, including, but not limited to, Premiums, Deductibles, SIRs, Brokerage Fees, and any other related expenses. The Debtors shall serve a copy of the Motion and this Interim Order on each Insurance Carrier listed on Exhibit C to the Motion within two (2) business days after the date this Interim Order is entered.
4. The Debtors are authorized, but not directed, to honor the terms of the Financing Agreements and pay Premiums thereunder, in the ordinary course of their business and consistent with past practices.

Debtors: WeWork Inc., *et al.*  
Case No. 23-19865 (JKS)  
Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Maintain Insurance and Surety Coverage Entered into Prepetition and Pay Related Prepetition Obligations, and (B) Renew, Supplement, Modify, or Purchase Insurance and Surety Coverage, and (II) Granting Related Relief

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5. The Debtors are authorized, but not directed, to continue and maintain their Surety Bond Program as applicable, including, in their sole discretion: (i) maintaining new Surety Bonds and paying any related prepetition and postpetition amounts or obligations thereto in the ordinary course of business, and consistent with prepetition practice, including, but not limited to, Surety Premiums, Surety Brokerage Fees, and any other related expenses; (ii) entering into or acquiring additional bonding capacity, as necessary, in the ordinary course of business, and consistent with prepetition practice; (iii) requesting releases from duplicate bonding obligations; (iv) revising and/or supplementing the Surety Bonds consistent with the terms thereof; (v) providing collateral and complying with collateral and indemnity requirements in the ordinary course of business; (vi) replacing the Surety Bond Broker as may be necessary; and (vii) executing other agreements in connection with the Surety Bond Program, each in the ordinary course of their business and consistent with past practices to the extent the Debtors determine that such action is in the best interest of their estates.

6. Notwithstanding anything herein to the contrary, nothing in this Interim Order shall require the Sureties to issue any new bonds (or related instruments) or maintain, modify, renew, or increase the penal sum or amount of any surety bonds (or related instruments), including, but not limited to, the Surety Bonds.

7. The Debtors are authorized, but not directed, in their sole discretion, to renew, amend, supplement, extend, or purchase existing or additional insurance policies and surety bonds in the ordinary course of business, and consistent with prepetition practice on a postpetition basis, as well as replace any of the Brokers as may be necessary.

Debtors: WeWork Inc., *et al.*  
Case No. 23-19865 (JKS)  
Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Maintain Insurance and Surety Coverage Entered into Prepetition and Pay Related Prepetition Obligations, and (B) Renew, Supplement, Modify, or Purchase Insurance and Surety Coverage, and (II) Granting Related Relief

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8. To the extent the Debtors subsequently become aware of additional Insurance Policies or Surety Bonds that have not previously been disclosed, or to the extent the Debtors enter into material new Insurance Policies or Surety Programs or renew any material Insurance Policies and Surety Bonds, the Debtors shall disclose these policies and programs to the U.S. Trustee, the professional advisors to any statutory committees appointed in these chapter 11 cases, the Ad Hoc Group, and SoftBank.

9. The Debtors are authorized, but not directed, to honor any amounts owed on account of any Insurance Policy Audits that take place in the ordinary course of business, and consistent with prepetition practice.

10. Nothing in this Interim Order authorizes the Debtors to accelerate any payments not otherwise due.

11. To the extent that any Insurance Policies or Surety Bonds or any related obligation, contract, or agreement are deemed an executory contract within the meaning of section 365 of the Bankruptcy Code, neither this Interim Order nor any payments made in accordance with this Interim Order shall constitute the postpetition assumption of any such Insurance Policies or Surety Bonds or any related obligation, contract, or agreement pursuant to section 365 of the Bankruptcy Code.

12. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the



Debtors: WeWork Inc., *et al.*  
Case No. 23-19865 (JKS)  
Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Maintain Insurance and Surety Coverage Entered into Prepetition and Pay Related Prepetition Obligations, and (B) Renew, Supplement, Modify, or Purchase Insurance and Surety Coverage, and (II) Granting Related Relief

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Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

13. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order is intended as or shall be construed or deemed to be: (i) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable non-bankruptcy law; (ii) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (iii) a promise or requirement to pay any particular claim; (iv) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Interim Order or the Motion or any order granting the relief requested by the Motion; (v) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (vi) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (vii) a waiver or limitation of the Debtors', or any other party in interest's, claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (viii) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (ix) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (x) a waiver of the obligation of

Debtors: WeWork Inc., et al.  
Case No. 23-19865 (JKS)  
Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Maintain Insurance and Surety Coverage Entered into Prepetition and Pay Related Prepetition Obligations, and (B) Renew, Supplement, Modify, or Purchase Insurance and Surety Coverage, and (II) Granting Related Relief

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any party in interest to file a proof of claim; or (xi) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease. Any payment made pursuant to this Interim Order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

14. Notwithstanding anything to the contrary contained in the Motion or this Interim Order, any payment to be made pursuant to the authority granted in this Interim Order shall not be inconsistent with, and shall be subject to and in compliance with, the requirements imposed on the Debtors under the terms of each interim and final order entered by the Court in respect of the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* filed substantially contemporaneously herewith (the "Cash Collateral Orders"), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the Cash Collateral Orders. To the extent there is any inconsistency between the terms of the Cash Collateral Orders and this Interim Order, the terms of the Cash Collateral Orders shall control.

15. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition

Debtors: WeWork Inc., *et al.*  
Case No. 23-19865 (JKS)  
Caption of Order: Interim Order (I) Authorizing the Debtors to (A) Maintain Insurance and Surety Coverage Entered into Prepetition and Pay Related Prepetition Obligations, and (B) Renew, Supplement, Modify, or Purchase Insurance and Surety Coverage, and (II) Granting Related Relief

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amounts owed in connection with the relief granted herein and to the extent authorized by this Interim Order.

16. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the contents of the Motion or otherwise deemed waived.

17. The Debtors are authorized to take all reasonable actions necessary to effectuate the relief granted pursuant to this Interim Order in accordance with the Motion.

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

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

20. 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 or otherwise waived.

21. The Debtors shall serve by regular mail a copy of this Interim Order and the Motion on all parties required to receive such service pursuant to Local Rule 9013-5(f) within two (2) business days after the entry of this Interim Order.

22. Any party may move for modification of this Interim Order in accordance with Local Rule 9013-5(e).

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

**SCHEDULE “H”  
INTERIM CREDITOR MATRIX ORDER**

[Attached]

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY****Caption in Compliance with D.N.J. LBR 9004-1(b)****KIRKLAND & ELLIS LLP****KIRKLAND & ELLIS INTERNATIONAL LLP**

Edward O. Sassower, P.C.

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*Proposed Co-Counsel for Debtors and  
Debtors in Possession*

In re:

WEWORK INC., *et al.*,Debtors.<sup>1</sup>

Order Filed on November 8, 2023  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

Chapter 11

Case No. 23-19865 (JKS)

(Joint Administration Requested)

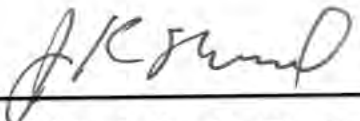
<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://dm.epiq11.com/WeWork>. The location of Debtor WeWork Inc.'s principal place of business is 12 East 49th Street, 3<sup>rd</sup> Floor, 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.

**INTERIM ORDER (I) AUTHORIZING THE  
DEBTORS TO (A) FILE A CONSOLIDATED LIST  
OF THE DEBTORS' THIRTY LARGEST UNSECURED  
CREDITORS, (B) FILE A CONSOLIDATED LIST OF  
CREDITORS IN LIEU OF SUBMITTING A SEPARATE  
MAILING MATRIX FOR EACH DEBTOR, (C) REDACT  
OR WITHHOLD CERTAIN CONFIDENTIAL INFORMATION  
OF CUSTOMERS, AND (D) REDACT CERTAIN PERSONALLY  
IDENTIFIABLE INFORMATION; (II) WAIVING THE REQUIREMENT TO  
FILE A LIST OF EQUITY HOLDERS AND PROVIDE NOTICES DIRECTLY  
TO EQUITY SECURITY HOLDERS; AND (III) GRANTING RELATED RELIEF**

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The relief set forth on the following pages, numbered three (3) through eight (8), is  
**ORDERED.**

**DATED: November 8, 2023**

  
\_\_\_\_\_  
Honorable John K. Sherwood  
United States Bankruptcy Court

(Page 1 of 1)

Debtors: WeWork Inc., *et al.*

Case No. 23-19865 (JKS)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) File a Consolidated List of the Debtors' Thirty Largest Unsecured Creditors, (B) File a Consolidated List of Creditors in Lieu of Submitting a Separate Mailing Matrix for Each Debtor, (C) Redact or Withhold Certain Confidential Information of Customers, and (D) Redact Certain Personally Identifiable Information; (II) Waiving the Requirement to File a List of Equity Holders and Provide Notices Directly to Equity Security Holders; and (III) Granting Related Relief

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Upon the Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) File a Consolidated List of the Debtors' Thirty Largest Unsecured Creditors, (B) File a Consolidated List of Creditors in Lieu of Submitting a Separate Mailing Matrix for Each Debtor, (C) Redact or Withhold Certain Confidential Information of Customers, and (D) Redact Certain Personally Identifiable Information; (II) Waiving the Requirement to File a List of Equity Holders and Provide Notices Directly to Equity Security Holders; and (III) Granting Related Relief (the "Motion")<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an interim order (this "Interim Order") (a) authorizing the Debtors to (i) file a consolidated list of the Debtors' thirty largest unsecured creditors in lieu of filing separate creditors lists for each Debtor, (ii) file a consolidated list of creditors in lieu of submitting a separate mailing matrix for each Debtor, and (iii) redact or withhold certain confidential information of customers, and (iv) redact certain personally identifiable information, (b) waiving the requirement to file a list of equity holders and provide notices directly to equity security holders, and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Motion.

Debtors: WeWork Inc., *et al.*  
Case No. 23-19865 (JKS)  
Caption of Order: Interim Order (I) Authorizing the Debtors to (A) File a Consolidated List of the Debtors' Thirty Largest Unsecured Creditors, (B) File a Consolidated List of Creditors in Lieu of Submitting a Separate Mailing Matrix for Each Debtor, (C) Redact or Withhold Certain Confidential Information of Customers, and (D) Redact Certain Personally Identifiable Information; (II) Waiving the Requirement to File a List of Equity Holders and Provide Notices Directly to Equity Security Holders; and (III) Granting Related Relief

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Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** on an interim basis as set forth herein.
2. The Final Hearing on the Motion will be held on 12/6, **2023**, at 11:00 a.m. **(Eastern Time)**. Objections, if any, that relate to the Motion shall be filed and served so as to be actually received by the Debtors' proposed counsel on or before November 29, **2023**, at **4:00 p.m. (Eastern Time)**. If no objections are filed to the Motion, the Court may enter an order approving the relief requested in the Motion on a final basis without further notice or hearing.
3. The Debtors are authorized, but not directed, pursuant to section 105(a) of the Bankruptcy Code, Bankruptcy Rule 1007(d), and Local Rule 1007-1 to submit a Consolidated Creditor Matrix; *provided* that if any of these chapter 11 cases converts to a case under chapter 7



Debtors: WeWork Inc., *et al.*  
Case No. 23-19865 (JKS)  
Caption of Order: Interim Order (I) Authorizing the Debtors to (A) File a Consolidated List of the Debtors' Thirty Largest Unsecured Creditors, (B) File a Consolidated List of Creditors in Lieu of Submitting a Separate Mailing Matrix for Each Debtor, (C) Redact or Withhold Certain Confidential Information of Customers, and (D) Redact Certain Personally Identifiable Information; (II) Waiving the Requirement to File a List of Equity Holders and Provide Notices Directly to Equity Security Holders; and (III) Granting Related Relief

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of the Bankruptcy Code, each applicable Debtor shall file its own creditor mailing matrix within fourteen days of any such conversion.

4. The Debtors are authorized, on an interim basis, to submit a single consolidated list of their thirty largest unsecured creditors in lieu of a separate list for each Debtor.

5. The Debtors are authorized, on an interim basis, pursuant to section 107(b) of the Bankruptcy Code, to redact the names, addresses, and email addresses of their customers from any filings with the Court or made publicly available in these chapter 11 cases.

6. The Debtors are authorized, on an interim basis, pursuant to section 107(c) of the Bankruptcy Code, to redact on the Consolidated Creditor Matrix, Schedules and Statements, or other documents filed with the Court (a) the home and email addresses of all natural persons who are United States citizens located in the United States and (b) the names, home and email addresses, and other Personal Data of any natural person whose personally identifiable information has been provided to an organization with an establishment in the United Kingdom or a European Economic Area member state. The Debtors shall provide an unredacted version of the Consolidated Creditor Matrix, Schedules and Statements, and any other filings redacted pursuant to this Interim Order to (a) the Court; (b) the U.S. Trustee; (c) Weil, Gotshal, Manges LLP and Wollmuth Maher & Deutsch LLP as counsel to SoftBank; (d) Davis Polk & Wardwell LLP, as counsel to the Ad Hoc Group; (e) Cooley LLC, as counsel to Cupar Grimmond, LLC; (f) counsel to any official committee appointed in these chapter 11 cases; (g) Epiq, the Debtors' Proposed Claims and

Debtors: WeWork Inc., *et al.*  
Case No. 23-19865 (JKS)  
Caption of Order: Interim Order (I) Authorizing the Debtors to (A) File a Consolidated List of the Debtors' Thirty Largest Unsecured Creditors, (B) File a Consolidated List of Creditors in Lieu of Submitting a Separate Mailing Matrix for Each Debtor, (C) Redact or Withhold Certain Confidential Information of Customers, and (D) Redact Certain Personally Identifiable Information; (II) Waiving the Requirement to File a List of Equity Holders and Provide Notices Directly to Equity Security Holders; and (III) Granting Related Relief

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Noticing Agent; and (h) any party in interest upon a request to the Debtors (email is sufficient) or to the Court that is reasonably related to these chapter 11 cases, subject to the restrictions of the CCPA, UK GDPR, and EU GDPR; *provided* that any receiving party shall not transfer or otherwise provide such unredacted document to any person or entity not party to the request. The Debtors shall inform the U.S. Trustee promptly after denying any request for an unredacted document pursuant to this Interim Order.

7. Nothing herein precludes a party in interest's right to file a motion requesting that the Court unseal the information redacted by this Interim Order.

8. The Debtors shall file a redacted version of the Consolidated Creditor Matrix with the Court as well as post it on the website of Epiq, the Proposed Claims and Noticing Agent.

9. The Debtors shall cause the Consolidated Creditor Matrix to be made available in readable electronic format (or in non-electronic format) upon reasonable request by parties in interest.

10. The requirement under Bankruptcy Rule 1007(a)(3) to file an Equity List for Debtor WeWork Inc. is waived.

11. Any requirement that Debtor WeWork Inc. provide notice directly to equity security holders under Bankruptcy Rule 2002(d) is waived, and the Debtors are authorized to serve the notices required under Bankruptcy Rule 2002(d) on the registered holders of the Debtors' equity securities.

Debtors: WeWork Inc., *et al.*  
Case No. 23-19865 (JKS)  
Caption of Order: Interim Order (I) Authorizing the Debtors to (A) File a Consolidated List of the Debtors' Thirty Largest Unsecured Creditors, (B) File a Consolidated List of Creditors in Lieu of Submitting a Separate Mailing Matrix for Each Debtor, (C) Redact or Withhold Certain Confidential Information of Customers, and (D) Redact Certain Personally Identifiable Information; (II) Waiving the Requirement to File a List of Equity Holders and Provide Notices Directly to Equity Security Holders; and (III) Granting Related Relief

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12. The Debtors, through Epiq, are authorized, on an interim basis, to serve all pleadings and papers, including the notice of commencement of these chapter 11 cases, on all parties listed on the Consolidated Creditor Matrix (including via email if available).

13. Nothing in this Interim Order shall waive or otherwise limit the service of any document upon or the provision of any notice to any party whose personally identifiable information is sealed or redacted pursuant to this Interim Order. Service of all documents and notices upon persons whose personally identifiable information is sealed or redacted pursuant to this Interim Order shall be confirmed in the corresponding certificate of service.

14. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Interim Order in accordance with the Motion.

15. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules and the Local Rules are satisfied by such notice.

16. 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 or otherwise waived.

17. The Debtors shall serve by regular mail or email a copy of this Interim Order and the Motion on all parties required to receive such service pursuant to Local Rule 9013-5(f) within two business days after the entry of this Order.

(Page 1 of 1)

Debtors: WeWork Inc., *et al.*

Case No. 23-19865 (JKS)

Caption of Order: Interim Order (I) Authorizing the Debtors to (A) File a Consolidated List of the Debtors' Thirty Largest Unsecured Creditors, (B) File a Consolidated List of Creditors in Lieu of Submitting a Separate Mailing Matrix for Each Debtor, (C) Redact or Withhold Certain Confidential Information of Customers, and (D) Redact Certain Personally Identifiable Information; (II) Waiving the Requirement to File a List of Equity Holders and Provide Notices Directly to Equity Security Holders; and (III) Granting Related Relief

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18. Any party may move for modification of this Order in accordance with Local Rule 9013-5(e).

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

**SCHEDULE “I”  
INTERIM TAXES ORDER**

[Attached]

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY****Caption in Compliance with D.N.J. LBR 9004-1(b)****KIRKLAND & ELLIS LLP****KIRKLAND & ELLIS INTERNATIONAL LLP**

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*Proposed Co-Counsel for Debtors and  
Debtors in Possession*

In re:

WEWORK INC., *et al.*,Debtors.<sup>1</sup>

Chapter 11

Case No. 23-19865 (JKS)

(Joint Administration Requested)



Order Filed on November 8, 2023  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

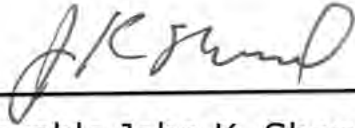
<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://dm.epiq11.com/WeWork>. The location of Debtor WeWork Inc.'s principal place of business is 12 East 49th Street, 3<sup>rd</sup> Floor, 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.

**INTERIM ORDER (I) AUTHORIZING THE PAYMENT OF  
CERTAIN TAXES AND FEES AND (II) GRANTING RELATED RELIEF**

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The relief set forth on the following pages, numbered three (3) through nine (9), is  
**ORDERED.**

**DATED: November 8, 2023**

  
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Honorable John K. Sherwood  
United States Bankruptcy Court

Debtors: WeWork Inc., et al.  
Case No. 23-19865 (JKS)  
Caption of Order: Interim Order (I) Authorizing the Payment of Certain Taxes and Fees and  
(II) Granting Related Relief

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Upon the Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief (the "Motion"),<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an interim order (this "Interim Order") (a) authorizing, but not directing, the Debtors to (i) negotiate, remit, and pay (or use tax credits to offset) Taxes and Fees in the ordinary course of business that are payable or become payable during these chapter 11 cases (including any obligations subsequently determined upon audit or otherwise to be owed for periods prior to the Petition Date), without regard to whether such obligations accrued or arose before or after the Petition Date, and (ii) undertake the Tax Planning Activities, (b) scheduling a final hearing to consider approval of the Motion on a final basis, and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Motion.



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granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** on an interim basis as set forth herein.

2. The Final Hearing on the Motion will be held on 12/6, **2023**, at 11:00 a.m.

**(Eastern Time)**. Objections, if any, that relate to the Motion shall be filed and served so as to be actually received by the Debtors' proposed counsel on or before November 29, **2023**, **at 4:00 p.m. (Eastern Time)**. If no objections are filed to the Motion, the Court may enter an order approving the relief requested in the Motion on a final basis without further notice or hearing.

3. The Debtors are authorized, but not directed, on an interim basis to: (a) negotiate, pay, and remit (or use tax credits to offset), or otherwise satisfy Taxes and Fees (including corresponding Assessments) that arose or accrued prior to the Petition Date and that will become due and owing in the ordinary course of business until the date a Final Order on the Motion is entered in accordance with applicable law; and (b) negotiate, pay and remit (or use tax credits to offset) Taxes and Fees that arise or accrue in the ordinary course of business on a postpetition basis—until the date of the Final Order is entered including, for the avoidance of doubt, posting collateral or a letter of credit in connection with any dispute related to the Audits or Assessments or paying any Taxes and Fees arising as a result of the Audits or Assessments; *provided* that, notwithstanding anything to the contrary herein or in the Motion, in the event the Debtors make a payment with respect to any Taxes and Fees for the prepetition portion of any “straddle” period amount, and this Court subsequently determines such amount was not entitled to priority or administrative treatment under section 507(a)(8) or 503(b)(1)(B) of the Bankruptcy Code, the Debtors may (but shall not be required to) seek an order from the Court requiring a return of such

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amounts, and the payment of such amount shall, upon order of the Court, be refunded to the Debtors.

4. The Debtors are authorized, but not directed, to continue paying Taxes and Fees on behalf of certain of their non-Debtor affiliates, including any prepetition amounts related thereto, in the ordinary course of business during these chapter 11 cases, consistent with historical practices; *provided* that the Debtors keep clear records of all such payments.

5. Notwithstanding the relief granted herein or any actions taken hereunder, nothing contained in this Interim Order shall create any rights in favor of, or enhance the status of any claim held by, any of the Authorities.

6. Nothing in this Interim Order authorizes the Debtors to accelerate any payments not otherwise due.

7. To the extent that the Debtors have overpaid any Taxes and Fees, the Debtors are authorized to seek a refund or credit.

8. The Debtors are authorized to undertake certain typical activities related to tax planning, including any Tax Planning Activities; *provided, however*, that the Debtors will give the U.S. Trustee and the advisors to any statutory committee appointed in these chapter 11 cases five (5) business days' notice before effectuating any such Tax Planning Activity, during which time the U.S. Trustee or any such statutory committee may object to such Tax Planning Activities and request a hearing before the Court.

9. The Debtors are authorized to make payments on account of the Tax Distributions as set forth in the Motion.

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10. The Debtors' rights to contest the validity or priority of any Taxes and Fees on any grounds they deem appropriate are reserved and extend to the payment of Taxes and Fees relating to Audits that have been completed, are in progress, or arise from prepetition periods.

11. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order is intended as or shall be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Interim Order or the Motion or any order granting the relief requested by the Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (h) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (j) a waiver of the obligation of any party in interest to file a proof of

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claim; or (k) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease. Any payment made pursuant to this Interim Order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

12. Notwithstanding anything to the contrary contained in the Motion or this Interim Order, any payment to be made pursuant to the authority granted in this Interim Order shall not be inconsistent with, and shall be subject to and in compliance with, the requirements imposed on the Debtors under the terms of each interim and final order entered by the Court in respect of the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* filed substantially contemporaneously herewith (the "Cash Collateral Orders"), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the Cash Collateral Orders. To the extent there is any inconsistency between the terms of the Cash Collateral Orders and this Interim Order, the terms of the Cash Collateral Orders shall control.

13. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts

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owed in connection with the relief granted herein and to the extent authorized by this Interim Order.

14. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

15. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the contents of the Motion or otherwise deemed waived.

16. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Interim Order in accordance with the Motion.

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

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

19. 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 or otherwise waived.

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20. The Debtors shall serve by regular mail a copy of this Interim Order and the Motion on all parties required to receive such service pursuant to Local Rule 9013-5(f) within two (2) business days after the entry of this Interim Order.

21. Any party may move for modification of this Interim Order in accordance with Local Rule 9013-5(e).

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

**SCHEDULE “J”  
INTERIM NOL ORDER**

[Attached]

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY****Caption in Compliance with D.N.J. LBR 9004-1(b)****KIRKLAND & ELLIS LLP****KIRKLAND & ELLIS INTERNATIONAL LLP**

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*Proposed Co-Counsel for Debtors and  
Debtors in Possession*

In re:

WEWORK INC., *et al.*,Debtors.<sup>1</sup>

Chapter 11

Case No. 23-19865 (JKS)

(Joint Administration Requested)



**Order Filed on November 8, 2023  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey**

<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' proposed 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.

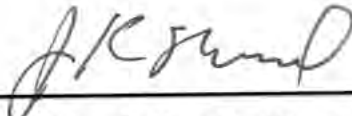


**INTERIM ORDER (I) APPROVING NOTIFICATION  
AND HEARING PROCEDURES FOR CERTAIN TRANSFERS  
OF, EXCHANGES FOR, AND DECLARATIONS OF WORTHLESSNESS  
WITH RESPECT TO COMMON STOCK, AND (II) GRANTING RELATED RELIEF**

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The relief set forth on the following pages, numbered three (3) through seven (7), is  
**ORDERED.**

**DATED: November 8, 2023**

  
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Honorable John K. Sherwood  
United States Bankruptcy Court

Debtors: WeWork Inc., et al.  
Case No. 23-19865 (JKS)  
Caption of Order: Interim Order (I) Approving Notification and Hearing Procedures for Certain Transfers Of, Exchanges For, and Declarations of Worthlessness with Respect to Common Stock, and (II) Granting Related Relief

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Upon the Debtors' Motion for Entry of Interim and Final Orders (I) Approving Notification and Hearing Procedures for Certain Transfers of, Exchanges for, and Declarations of Worthlessness with Respect to Common Stock, and (II) Granting Related Relief (the "Motion"),<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an interim order (this "Interim Order") (a) approving the Procedures related to transfers of Beneficial Ownership of, exchanges for, and declarations of worthlessness for U.S. federal income tax purposes with respect to, Common Stock, (b) directing that any issuance, purchase, sale, other transfer of, or declaration of worthlessness for U.S. federal income tax purposes with respect to, Beneficial Ownership of Common Stock in violation of the Procedures shall be null and void *ab initio*, (c) scheduling a final hearing (the "Final Hearing") to consider approval of the Motion on a final basis, and (d) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Motion.

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legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** on an interim basis as set forth herein.
2. The Final Hearing on the Motion will be held on 12/6, **2023**, at 11:00 a.m. **(Eastern Time)**. Objections, if any, that relate to the Motion shall be filed and served so as to be actually received by the Debtors' proposed counsel on or before November 29, **2023**, at **4:00 p.m. (Eastern Time)**. If no objections are filed to the Motion, the Court may enter an order approving the relief requested in the Motion on a final basis without further notice or hearing.
3. The Procedures, as set forth in **Exhibit 1** attached hereto, are hereby approved on an interim basis; *provided, however*, that any party in interest may file a motion and seek emergency relief from the Procedures based upon a showing of sufficient cause; *provided, further*, that the Debtors' and the other Notice Parties' rights to oppose such relief are fully reserved and preserved.
4. Any transfer or issuance of or declaration of worthlessness for U.S. federal income tax purposes with respect to Beneficial Ownership of Common Stock in violation of the Procedures, including but not limited to the notice requirements, shall be null and void *ab initio*.
5. In the case of any such transfer of Beneficial Ownership, or issuance, of Common Stock in violation of the Procedures, including but not limited to the notice requirements, the person or entity making such transfer shall be required to take remedial actions specified by the

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Debtors, which may include the actions specified in Private Letter Ruling 201010009 (Dec. 4, 2009), to appropriately reflect that such transfer or issuance is null and void *ab initio*.

6. In the case of any such declaration of worthlessness for U.S. federal income tax purposes with respect to Beneficial Ownership of Common Stock in violation of the Procedures, including the notice requirements, the person or entity making such declaration shall be required to file an amended tax return revoking such declaration and any related deduction to appropriately reflect that such declaration is void *ab initio*.

7. The Debtors may retroactively or prospectively, waive any and all restrictions, stays, and notification procedures set forth in the Procedures.

8. Within five (5) business days of entry of this Interim Order, or as soon as reasonably practicable thereafter, the Debtors shall send the notice of this Interim Order, by first class mail, to all parties that were served with the notice of the Motion, publish the Notice of Interim Order once in *The New York Times*, and post the Procedures to the website established by the Debtors' proposed claims and noticing agent, Epic Restructuring LLC, for these chapter 11 cases (<https://dm.epiq11.com/WeWork>), such notice being reasonably calculated to provide notice to all parties that may be affected by the Procedures, whether known or unknown.

9. To the extent that this Interim Order is inconsistent with any prior order or pleading with respect to the Motion in these chapter 11 cases, the terms of this Interim Order shall govern.

10. The requirements set forth in this Interim Order are in addition to the requirements of Bankruptcy Rule 3001(e) and applicable securities, corporate, and other laws and do not excuse compliance therewith.

(1 page)

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11. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order is intended as or shall be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Interim Order or the Motion or any order granting the relief requested by the Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (h) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (j) a waiver of the obligation of any party in interest to file a proof of claim; or (k) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease.

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12. The requirements set forth in the Bankruptcy Rules are satisfied by the contents of the Motion or otherwise deemed waived.

13. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Interim Order in accordance with the Motion.

14. Notwithstanding any Bankruptcy Rule to the contrary, to the extent applicable, this Interim Order shall be effective and enforceable immediately upon entry.

15. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Local Rules are satisfied by such notice.

16. 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 or otherwise waived.

17. The Debtors shall serve by regular mail a copy of this Interim Order and the Motion on all parties required to receive such service pursuant to Local Rule 9013 5(f) within five (5) business days after the entry of this Interim Order.

18. Any party may move for modification of this Interim Order in accordance with Local Rule 9013-5(e).

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

**Exhibit 1**

**Procedures for Transfers of, Exchanges for, and Declarations of  
Worthlessness with Respect to Beneficial Ownership of Common Stock**

**PROCEDURES FOR TRANSFERS OF,  
EXCHANGES FOR, AND DECLARATIONS OF WORTHLESSNESS  
WITH RESPECT TO BENEFICIAL OWNERSHIP OF COMMON STOCK**

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The following procedures apply to transfers of Common Stock:<sup>1</sup>

- a. Any entity (as defined in section 101(15) of the Bankruptcy Code) that is a Substantial Shareholder (as defined herein) must file with the Court, and serve upon: (i) the Debtors, WeWork Inc. c/o Epiq Corporate Restructuring, LLC 10300 SW Allen Blvd. Beaverton, Oregon 97005 (weworknotices@wework.com); (ii) proposed co-counsel to the Debtors, (A) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Steven N. Serajeddini, P.C. (steven.serajeddini@kirkland.com); and Ciara Foster (ciara.foster@kirkland.com); and (B) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Michael D. Sirota, Esq. (msirota@coleschotz.com), Warren A. Usatine, Esq. (wusatine@coleschotz.com), Felice R. Yudkin, Esq. (fyudkin@coleschotz.com), and Ryan T. Jareck, Esq. (rjareck@coleschotz.com); (iii) counsel to any statutory committee appointed in these chapter 11 cases; (iv) counsel to the Ad Hoc Group, (A) Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Eli J. Vonnegut, Esq. (eli.vonnegut@davispolk.com), Natasha Tsiouris, Esq. (natasha.tsiouris@davispolk.com), and Jonah A. Peppiatt, Esq. (Jonah.peppiatt@davispolk.com); and (B) Greenberg Traurig, LLP, 500 Campus Drive, Florham Park, New Jersey 10017, Attn: Alan J. Brody, Esq. (BrodyA@gtlaw.com); (v) counsel to SoftBank, (a) Weil, Gotshal, & Manges, 767 5th Ave, New York, New York 10153, Attn.: Gabriel A. Morgan (gabriel.morgan@weil.com), Kevin H. Bostel (kevin.bostel@weil.com), and Eric L. Einhorn (eric.einhorn@weil.com), and (b) Wollmuth Maher & Deutsch LLP, 500 5th Avenue, New York, New York 10110, Attn: Paul R. DeFilippo (pdefilippo@wmd-law.com), Steven S. Fitzgerald (sfitzgerald@wmd-law.com), and Joseph F. Pacelli (pacelli@wmd-law.com); and (vi) the Office of the United States Trustee for the District of New Jersey, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn: Fran Steele, (Fran.B.Steele@usdoj.gov), and Peter D'Auria (Peter.DAuria@usdoj.gov) (collectively, the “Notice Parties”), a declaration of such status, substantially in the form attached to the Procedures as Exhibit 1A (each, a “Declaration of Status as a Substantial Shareholder”), on or before the later of (A) twenty (20) calendar days after the date of the Notice of Interim Order (as defined herein), or (B) ten (10) calendar days after becoming a Substantial Shareholder; *provided* that, for the avoidance of doubt, the other procedures

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<sup>1</sup> Capitalized terms used but not otherwise defined herein have the meaning given to them in the Motion.



set forth herein shall apply to any Substantial Shareholder even if no Declaration of Status as a Substantial Shareholder has been filed.

- b. Prior to effectuating any transfer of Beneficial Ownership of Common Stock that would result in an increase in the amount of Common Stock of which a Substantial Shareholder has Beneficial Ownership or would result in an entity or individual becoming a Substantial Shareholder, the parties to such transaction must file with the Court, and serve upon the Notice Parties, an advance written declaration of the intended transfer of Common Stock, substantially in the form attached to the Procedures as **Exhibit 1B** (each, a “Declaration of Intent to Accumulate Common Stock”).
- c. Prior to effectuating any transfer of Beneficial Ownership of Common Stock that would result in a decrease in the amount of Common Stock of which a Substantial Shareholder has Beneficial Ownership or would result in an entity or individual ceasing to be a Substantial Shareholder, the parties to such transaction must file with the Court, and serve upon the Notice Parties, an advance written declaration of the intended transfer of Common Stock, substantially in the form attached to the Procedures as **Exhibit 1C** (each, a “Declaration of Intent to Transfer Common Stock,” and together with a Declaration of Intent to Accumulate Common Stock, each, a “Declaration of Proposed Transfer”).
- d. The Debtors and the other Notice Parties shall have thirty (30) calendar days after receipt of a Declaration of Proposed Transfer to file with the Court and serve on such Substantial Shareholder or potential Substantial Shareholder an objection to any proposed transfer of Beneficial Ownership of Common Stock described in the Declaration of Proposed Transfer on the grounds that such transfer might adversely affect the Debtors’ ability to utilize their Tax Attributes. If the Debtors or any of the other Notice Parties file an objection, such transaction will remain ineffective unless such objection is withdrawn, or such transaction is approved by a final and non-appealable order of the Court. If the Debtors and the other Notice Parties do not object within such thirty-day period, such transaction can proceed solely as set forth in the Declaration of Proposed Transfer. Further transactions within the scope of this paragraph must be the subject of additional notices in accordance with the procedures set forth herein, with an additional thirty-day waiting period for each Declaration of Proposed Transfer. To the extent that the Debtors receive an appropriate Declaration of Proposed Transfer and determine in their business judgment not to object, they shall provide notice of that decision as soon as is reasonably practicable to the other Notice Parties.
- e. For purposes of these Procedures (including, for the avoidance of doubt, with respect to transfers, Exchanges (as defined below), and declarations of worthlessness for U.S. federal income tax purposes): (i) a “Substantial Shareholder” is any entity or individual person that has Beneficial Ownership of either (x) 2,436,902 shares of Class A Common Stock or (y) a

number of shares of Class C Common Stock that, if exchanged together with an equivalent number of Partnership Units and taking into account such entity's or individual person's Beneficial Ownership of Class A Common Stock, would cause such entity or person to have Beneficial Ownership of Class A Common Stock that (taking into account dilution from such exchange) would constitute 4.5 percent of all Class A Common Stock, in the aggregate, for purposes of section 382 of the IRC as of the Petition Date; and (ii) "Beneficial Ownership" will be determined in accordance with the applicable rules of sections 382 and 383 of the IRC, and the Treasury Regulations promulgated thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)) and includes direct, indirect, and constructive ownership (*e.g.*, (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual's family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity, and (5) a holder would be considered to beneficially own equity securities that such holder has an Option (as defined herein) to acquire); *provided* that for the purposes of any chapter 11 plan of reorganization, the Ad Hoc Group shall not be treated as a single "entity" as defined under Treasury Regulations section 1.382-3(a)(1) solely as a result of its members' formulation of or participation in (a) the Restructuring Transactions (as defined in the RSA) or (b) the transactions contemplated by that certain *Transaction Support Agreement*, entered into March 17, 2023 by and among WeWork, SoftBank, and certain holders of the Debtors' unsecured notes (as modified, if applicable, to reflect the transactions that were actually implemented on or prior to May 5, 2023). An "Option" to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

The following procedures apply to Exchanges for Common Stock.

Notwithstanding anything to the contrary in the Amended and Restated Agreement of Exempted Limited Partnership of the We Company Partnership, the following procedures apply to proposed redemptions of Partnership Units and Class C Common Stock in exchange for newly issued shares of Class A Common Stock (an "Exchange"):

- a. Prior to effectuating any Exchange, the holder of Class C Common Equity (the "Exchanging Holder") must file with the Court, and serve upon the Notice Parties, an advance written declaration of the intended Exchange, substantially in the form attached to the Procedures as **Exhibit 1D** (each,

a “Declaration of Intent to Exchange Class C Common Equity for Shares of Class A Common Stock”).

- b. The Debtors and the other Notice Parties shall have thirty (30) calendar days after receipt of a Declaration of Intent to Exchange Class C Common Equity for shares of Class A Common Stock to file with the Court and serve on such Exchanging Holder or potential Exchanging Holder an objection to any proposed Exchange described in the Declaration of Intent to Exchange Class C Common Equity for shares of Class A Common Stock on the grounds that such transfer might adversely affect the Debtors’ ability to utilize their Tax Attributes. If the Debtors or any of the other Notice Parties file an objection, such transaction will remain ineffective unless such objection is withdrawn, or such transaction is approved by a final and non-appealable order of the Court. If the Debtors and the other Notice Parties do not object within such thirty-day period, such transaction can proceed solely as set forth in the Declaration of Intent to Exchange Class C Common Equity for shares of Class A Common Stock. Further transactions within the scope of this paragraph must be the subject of additional notices in accordance with the procedures set forth herein, with an additional thirty-day waiting period for each Declaration of Intent to Exchange Class C Common Equity for shares of Class A Common Stock. To the extent that the Debtors receive an appropriate Declaration of Intent to Exchange Class C Common Equity for shares of Class A Common Stock and determine in their business judgment not to object, they shall provide notice of that decision as soon as is reasonably practicable to the other Notice Parties.

The following procedures apply for declarations of worthlessness of Common Stock (for U.S. federal income tax purposes).

- a. Any person or entity that was (within the applicable period), currently is, or becomes a 50-Percent Shareholder<sup>2</sup> must file with the Court and serve upon the Notice Parties a declaration of such status, substantially in the form attached to the Procedures as **Exhibit 1E** (each, a “Declaration of Status as a 50-Percent Shareholder”), on or before the later of (i) twenty (20) calendar days after the date of the Notice of Interim Order and (ii) ten (10) calendar days after becoming a 50-Percent Shareholder; *provided* that, for the avoidance of doubt, the other procedures set forth herein shall apply to any 50-Percent Shareholder even if no Declaration of Status as a 50-Percent Shareholder has been filed.
- b. Prior to filing any U.S. federal or state tax return, or any amendment to such a return, or taking any other action, that claims any deduction for worthlessness (for U.S. federal income tax purposes) of Beneficial

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<sup>2</sup> For purposes of the Procedures, a “50-Percent Shareholder” is any person or entity that, at any time since December 31, 2019, has owned Beneficial Ownership of 50 percent or more of the Common Stock (determined in accordance with section 382(g)(4)(D) of the IRC and the applicable Treasury Regulations thereunder).

Ownership of Common Stock for a taxable year ending before the Debtors' emergence from chapter 11 protection, such 50-Percent Shareholder must file with the Court and serve upon the Notice Parties a declaration of intent to claim a worthless stock deduction for U.S. federal income tax purposes (a "Declaration of Intent to Claim a Worthless Stock Deduction"), substantially in the form attached to the Procedures as **Exhibit 1F**.

- i. The Debtors and the other Notice Parties shall have thirty (30) calendar days after receipt of a Declaration of Intent to Claim a Worthless Stock Deduction to file with the Court and serve on such 50-Percent Shareholder an objection to any proposed claim of worthlessness (for U.S. federal income tax purposes) described in the Declaration of Intent to Claim a Worthless Stock Deduction on the grounds that such claim might adversely affect the Debtors' ability to utilize their Tax Attributes.
- ii. If the Debtors or the other Notice Parties timely object, the filing of the tax return or amendment thereto with such claim will not be permitted unless approved by a final and non-appealable order of the Court or such objection is withdrawn.
- iii. If the Debtors and the other Notice Parties do not object within such twenty-day period, the filing of the return or amendment with such claim will be permitted solely as described in the Declaration of Intent to Claim a Worthless Stock Deduction. Additional returns and amendments within the scope of this section must be the subject of additional notices as set forth herein, with an additional twenty-day waiting period. To the extent that the Debtors receive an appropriate Declaration of Intent to Claim a Worthless Stock Deduction and determine in their business judgment not to object, they shall provide notice of that decision as soon as is reasonably practicable to the other Notice Parties.

### **Notice Procedures**

The following notice procedures apply to these Procedures:

- a. No later than five (5) business days following entry of the Interim Order, the Debtors shall serve a notice by first class or overnight mail, substantially in the form attached to the Procedures as **Exhibit 1G** (the "Notice of Interim Order"), on: (i) the U.S. Trustee for the District of New Jersey; (ii) the entities listed on the consolidated list of creditors holding the thirty largest unsecured claims; (iii) the U.S. Securities and Exchange Commission; (iv) the Internal Revenue Service; (v) any official committees appointed in these chapter 11 cases; (vi) to the extent known, all registered and nominee holders of Common Stock (with instructions to serve down to the beneficial holders of Common Stock, as applicable); and (vii) the Notice Parties.

Additionally, no later than five (5) business days following entry of the Final Order, the Debtors shall serve a Notice of Interim Order modified to reflect that the Final Order has been entered (as modified, the “Notice of Final Order”) on the same entities that received the Notice of Interim Order.

- b. All registered and nominee holders of Common Stock shall be required to serve the Notice of Interim Order or Notice of Final Order, as applicable, on any holder for whose benefit such registered or nominee holder holds such Common Stock, down the chain of ownership for all such holders of Common Stock.
- c. Any entity or individual, or broker or agent acting on such entity’s or individual’s behalf who sells Common Stock to another entity or individual, shall be required to serve a copy of the Notice of Interim Order or Notice of Final Order, as applicable, on such purchaser of such Common Stock, or any broker or agent acting on such purchaser’s behalf.
- d. To the extent confidential information is required in any declaration described in the Procedures, such confidential information may be filed and served in redacted form; *provided, however*, that any such declarations served on the Debtors **shall not** be in redacted form. The Debtors shall keep all information provided in such declarations strictly confidential and shall not disclose the contents thereof to any person except: (i) to the extent necessary to respond to a petition or objection filed with the Court; (ii) to the extent otherwise required by law; or (iii) to the extent that the information contained therein is already public; *provided, however*, that the Debtors may disclose the contents thereof to their professional advisors and the Notice Parties, who shall keep all such notices strictly confidential and shall not disclose the contents thereof to any other person, subject to further Court order. To the extent confidential information is necessary to respond to an objection filed with the Court, such confidential information shall be filed under seal or in a redacted form.
- e. Notwithstanding anything to the contrary herein, based on the Company’s knowledge of the Beneficial Ownership of its Common Stock, SoftBank shall not be required to file an otherwise required notice or other declaration of a Substantial Shareholder or Declaration of Status as a 50-Percent Shareholder solely with respect to SoftBank’s Beneficial Ownership in the Company as of the Petition Date.
- f. The Debtors may retroactively or prospectively waive any and all restrictions, stays, and notification procedures set forth in this Motion.

**Exhibit 1A**

**Declaration of Status as a Substantial Shareholder**



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)

(Joint Administration Requested)

DECLARATION OF STATUS AS A SUBSTANTIAL SHAREHOLDER<sup>2</sup>

PLEASE TAKE NOTICE that the undersigned party is/has become a  
Substantial Shareholder with respect to the existing class (or series) of common stock or any

<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' proposed 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.

<sup>2</sup> For purposes of this Declaration: (i) a "Substantial Shareholder" is any entity or individual person that has Beneficial Ownership of either (x) 2,436,902 shares of Class A Common Stock or (y) a number of shares of Class C Common Stock that, if exchanged together with an equivalent number of Partnership Units and taking into account such entity's or individual person's Beneficial Ownership of Class A Common Stock, would cause such entity or person to have Beneficial Ownership of Class A Common Stock that (taking into account dilution from such exchange) would constitute 4.5 percent of all Class A Common Stock, in the aggregate, for purposes of section 382 of the IRC as of the Petition Date; and (ii) "Beneficial Ownership" will be determined in accordance with the applicable rules of sections 382 and 383 of the Internal Revenue Code of 1986, 26 U.S.C. §§ 1-9834 as amended (the "IRC"), and the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)), and includes direct, indirect, and constructive ownership (*e.g.*, (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual's family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity, and (5) a holder would be considered to beneficially own equity securities that such holder has an Option to acquire); *provided* that for the purposes of any chapter 11 plan of reorganization, the Ad Hoc Group shall not be treated as a single "entity" as defined under Treasury Regulations section 1.382-3(a)(1) solely as a result of its members' formulation of or participation in (a) the Restructuring Transactions (as defined in the RSA) or (b) the transactions contemplated by that certain *Transaction Support Agreement*, entered into March 17, 2023 by and among WeWork, SoftBank, and certain holders of the Debtors' unsecured notes (as modified, if applicable, to reflect the transactions that were actually implemented on or prior to May 5, 2023). An "Option" to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

Beneficial Ownership therein (any such record or Beneficial Ownership of common stock, collectively, the “Common Stock”) of WeWork Inc. WeWork Inc. is a debtor and debtor in possession in Case No. 23-19865 (JKS) pending in the United States Bankruptcy Court for the District of New Jersey (the “Court”).

**PLEASE TAKE FURTHER NOTICE** that, as of \_\_\_\_\_, 2023, the undersigned party currently has Beneficial Ownership of \_\_\_\_\_ shares of Common Stock. The following table sets forth the date(s) on which the undersigned party acquired Beneficial Ownership of such Common Stock:

<b>Number of Shares of Common Stock</b>	<b>Date Acquired</b>

(Attach additional page or pages if necessary)

**PLEASE TAKE FURTHER NOTICE** that the last four digits of the taxpayer identification number of the undersigned party are \_\_\_\_\_.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to that certain *Interim Order (I) Approving Notification and Hearing Procedures for Certain Transfers of, Exchanges for, and Declarations of Worthlessness with Respect to Common Stock, and (II) Granting Related Relief* [Docket No. \_\_\_\_] (the “Interim Order”), this declaration (this “Declaration”) is being filed with the Court and served upon the Notice Parties (as defined in the Interim Order).



**PLEASE TAKE FURTHER NOTICE** that, at the election of the Substantial Shareholder, the Declaration to be filed with this Court (but not the Declaration that is served upon the Notice Parties) may be redacted to exclude the Substantial Shareholder's taxpayer identification number and the amount of Common Stock that the Substantial Shareholder beneficially owns.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

Respectfully submitted,

(Name of Substantial Shareholder)

By:

\_\_\_\_\_  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_, \_\_\_\_\_

(City)

(State)

**Exhibit 1B**

**Declaration of Intent to Accumulate Common Stock**

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)

(Joint Administration Requested)

**DECLARATION OF INTENT TO ACCUMULATE COMMON STOCK<sup>2</sup>**

**PLEASE TAKE NOTICE** that the undersigned party hereby provides notice of its intention to purchase, acquire, or otherwise accumulate (the “Proposed Transfer”) one or more shares of the existing class (or series) of common stock or any Beneficial Ownership therein (any

<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’ proposed 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.

<sup>2</sup> For purposes of this Declaration: (i) a “Substantial Shareholder” is any entity or individual person that has Beneficial Ownership of either (x) 2,436,902 shares of Class A Common Stock or (y) a number of shares of Class C Common Stock that, if exchanged together with an equivalent number of Partnership Units and taking into account such entity’s or individual person’s Beneficial Ownership of Class A Common Stock, would cause such entity or person to have Beneficial Ownership of Class A Common Stock that (taking into account dilution from such exchange) would constitute 4.5 percent of all Class A Common Stock, in the aggregate, for purposes of section 382 of the IRC as of the Petition Date; and (ii) “Beneficial Ownership” will be determined in accordance with the applicable rules of sections 382 and 383 of the Internal Revenue Code of 1986, 26 U.S.C. §§ 1–9834 as amended (the “IRC”), and the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)), and includes direct, indirect, and constructive ownership (*e.g.*, (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual’s family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity, and (5) a holder would be considered to beneficially own equity securities that such holder has an Option to acquire); *provided* that for the purposes of any chapter 11 plan of reorganization, the Ad Hoc Group shall not be treated as a single “entity” as defined under Treasury Regulations section 1.382-3(a)(1) solely as a result of its members’ formulation of or participation in (a) the Restructuring Transactions (as defined in the RSA) or (b) the transactions contemplated by that certain *Transaction Support Agreement*, entered into March 17, 2023 by and among WeWork, SoftBank, and certain holders of the Debtors’ unsecured notes (as modified, if applicable, to reflect the transactions that were actually implemented on or prior to May 5, 2023). An “Option” to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

such record or Beneficial Ownership of common stock, collectively, the “Common Stock”) of WeWork Inc. WeWork Inc. is a debtor and debtor in possession in Case No. 23-19865 (JKS) pending in the United States Bankruptcy Court for the District of New Jersey (the “Court”).

**PLEASE TAKE FURTHER NOTICE** that, if applicable, on \_\_\_\_\_, 2023, the undersigned party filed a Declaration of Status as a Substantial Shareholder with the Court and served copies thereof as set forth therein.

**PLEASE TAKE FURTHER NOTICE** that the undersigned party currently has Beneficial Ownership of \_\_\_\_\_ shares of Common Stock.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Proposed Transfer, the undersigned party proposes to purchase, acquire, or otherwise accumulate Beneficial Ownership of \_\_\_\_\_ shares of Common Stock or an Option with respect to \_\_\_\_\_ shares of Common Stock. If the Proposed Transfer is permitted to occur, the undersigned party will have Beneficial Ownership of \_\_\_\_\_ shares of Common Stock.

**PLEASE TAKE FURTHER NOTICE** that the last four digits of the taxpayer identification number of the undersigned party are \_\_\_\_\_.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to that certain *Interim Order (I) Approving Notification and Hearing Procedures for Certain Transfers of, Exchanges for, and Declarations of Worthlessness with Respect to Common Stock, and (II) Granting Related Relief* [Docket No. \_\_\_\_] (the “Interim Order”), this declaration (this “Declaration”) is being filed with the Court and served upon the Notice Parties (as defined in the Interim Order).

**PLEASE TAKE FURTHER NOTICE** that, at the election of the undersigned party, the Declaration to be filed with this Court (but not the Declaration that is served upon the Notice

Parties) may be redacted to exclude the undersigned party's taxpayer identification number and the amount of Common Stock that the undersigned party beneficially owns.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Interim Order, the undersigned party acknowledges that it is prohibited from consummating the Proposed Transfer unless and until the undersigned party complies with the Procedures set forth therein.

**PLEASE TAKE FURTHER NOTICE** that the Debtors and the other Notice Parties have thirty calendar days after receipt of this Declaration to object to the Proposed Transfer described herein. If the Debtors or any of the other Notice Parties timely file an objection, such Proposed Transfer will remain ineffective unless such objection is withdrawn or such transaction is approved by a final and non-appealable order of the Court. If the Debtors and the other Notice Parties do not object within such thirty-day period, then after expiration of such period the Proposed Transfer may proceed solely as set forth in this Declaration.

**PLEASE TAKE FURTHER NOTICE** that any further transactions contemplated by the undersigned party that may result in the undersigned party purchasing, acquiring, or otherwise accumulating Beneficial Ownership of additional shares of Common Stock will each require an additional notice filed with the Court to be served in the same manner as this Declaration.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

Respectfully submitted,

(Name of Declarant)

By:

\_\_\_\_\_  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_  
\_\_\_\_\_, \_\_\_\_\_

(City)

(State)

**Exhibit 1C**

**Declaration of Intent to Transfer Common Stock**

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)

(Joint Administration Requested)

DECLARATION OF INTENT TO TRANSFER COMMON STOCK<sup>2</sup>

PLEASE TAKE NOTICE that the undersigned party hereby provides notice of its intention to sell, trade, or otherwise transfer (the “Proposed Transfer”) one or more shares of the existing class (or series) of common stock or any Beneficial Ownership therein (any such record

<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’ proposed 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.

<sup>2</sup> For purposes of this Declaration: (i) a “Substantial Shareholder” is any entity or individual person that has Beneficial Ownership of either (x) 2,436,902 shares of Class A Common Stock or (y) a number of shares of Class C Common Stock that, if exchanged together with an equivalent number of Partnership Units and taking into account such entity’s or individual person’s Beneficial Ownership of Class A Common Stock, would cause such entity or person to have Beneficial Ownership of Class A Common Stock that (taking into account dilution from such exchange) would constitute 4.5 percent of all Class A Common Stock, in the aggregate, for purposes of section 382 of the IRC as of the Petition Date; and (ii) “Beneficial Ownership” will be determined in accordance with the applicable rules of sections 382 and 383 of the Internal Revenue Code of 1986, 26 U.S.C. §§ 1–9834 as amended (the “IRC”), and the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)), and includes direct, indirect, and constructive ownership (*e.g.*, (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual’s family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity, and (5) a holder would be considered to beneficially own equity securities that such holder has an Option to acquire); *provided* that for the purposes of any chapter 11 plan of reorganization, the Ad Hoc Group shall not be treated as a single “entity” as defined under Treasury Regulations section 1.382-3(a)(1) solely as a result of its members’ formulation of or participation in (a) the Restructuring Transactions (as defined in the RSA) or (b) the transactions contemplated by that certain *Transaction Support Agreement*, entered into March 17, 2023 by and among WeWork, SoftBank, and certain holders of the Debtors’ unsecured notes (as modified, if applicable, to reflect the transactions that were actually implemented on or prior to May 5, 2023). An “Option” to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.



or Beneficial Ownership of common stock, collectively, the “Common Stock”) of WeWork Inc. WeWork Inc. is a debtor and debtor in possession in Case No. 23-19865 (JKS) pending in the United States Bankruptcy Court for the District of New Jersey (the “Court”).

**PLEASE TAKE FURTHER NOTICE** that, if applicable, on \_\_\_\_\_, 2023, the undersigned party filed a Declaration of Status as a Substantial Shareholder with the Court and served copies thereof as set forth therein.

**PLEASE TAKE FURTHER NOTICE** that the undersigned party currently has Beneficial Ownership of \_\_\_\_\_ shares of Common Stock.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Proposed Transfer, the undersigned party proposes to sell, trade, or otherwise transfer Beneficial Ownership of \_\_\_\_\_ shares of Common Stock or an Option with respect to \_\_\_\_\_ shares of Common Stock. If the Proposed Transfer is permitted to occur, the undersigned party will have Beneficial Ownership of \_\_\_\_\_ shares of Common Stock after such transfer becomes effective.

**PLEASE TAKE FURTHER NOTICE** that the last four digits of the taxpayer identification number of the undersigned party are \_\_\_\_\_.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to that certain *Interim Order (I) Approving Notification and Hearing Procedures for Certain Transfers of, Exchanges for, and Declarations of Worthlessness with Respect to Common Stock, and (II) Granting Related Relief* [Docket No. \_\_\_\_] (the “Interim Order”), this declaration (this “Declaration”) is being filed with the Court and served upon the Notice Parties (as defined in the Interim Order).

**PLEASE TAKE FURTHER NOTICE** that, at the election of the undersigned party, the Declaration to be filed with this Court (but not the Declaration that is served upon the Notice

Parties) may be redacted to exclude the undersigned party's taxpayer identification number and the amount of Common Stock that the undersigned party beneficially owns.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Interim Order, the undersigned party acknowledges that it is prohibited from consummating the Proposed Transfer unless and until the undersigned party complies with the Procedures set forth therein.

**PLEASE TAKE FURTHER NOTICE** that the Debtors and the other Notice Parties have thirty calendar days after receipt of this Declaration to object to the Proposed Transfer described herein. If the Debtors or any of the other Notice Parties file an objection, such Proposed Transfer will remain ineffective unless such objection is withdrawn or such transaction is approved by a final and non-appealable order of the Court. If the Debtors and the other Notice Parties do not object within such thirty-day period, then after expiration of such period the Proposed Transfer may proceed solely as set forth in this Declaration.

**PLEASE TAKE FURTHER NOTICE** that any further transactions contemplated by the undersigned party that may result in the undersigned party selling, trading, or otherwise transferring Beneficial Ownership of additional shares of Common Stock will each require an additional notice filed with the Court to be served in the same manner as this Declaration.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

Respectfully submitted,

(Name of Declarant)

By:

\_\_\_\_\_  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

(City)

(State)

**Exhibit 1D**

**Declaration of Intent to Exchange Class C  
Common Equity for Shares of Class A Common Stock**

**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)

(Joint Administration Requested)

**DECLARATION OF INTENT TO EXCHANGE  
CLASS C COMMON EQUITY FOR SHARES OF CLASS A COMMON STOCK**<sup>2</sup>

**PLEASE TAKE NOTICE** that the undersigned party hereby provides notice of its intention to exchange shares of Class C Common Equity for shares of Class A Common Stock of

<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' proposed 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.

<sup>2</sup> For purposes of this Declaration: (i) a "Substantial Shareholder" is any entity or individual person that has Beneficial Ownership of either (x) 2,436,902 shares of Class A Common Stock or (y) a number of shares of Class C Common Stock that, if exchanged together with an equivalent number of Partnership Units and taking into account such entity's or individual person's Beneficial Ownership of Class A Common Stock, would cause such entity or person to have Beneficial Ownership of Class A Common Stock that (taking into account dilution from such exchange) would constitute 4.5 percent of all Class A Common Stock, in the aggregate, for purposes of section 382 of the IRC as of the Petition Date; and (ii) "Beneficial Ownership" will be determined in accordance with the applicable rules of sections 382 and 383 of the Internal Revenue Code of 1986, 26 U.S.C. §§ 1-9834 as amended (the "IRC"), and the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)), and includes direct, indirect, and constructive ownership (*e.g.*, (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual's family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity, and (5) a holder would be considered to beneficially own equity securities that such holder has an Option to acquire); *provided* that for the purposes of any chapter 11 plan of reorganization, the Ad Hoc Group shall not be treated as a single "entity" as defined under Treasury Regulations section 1.382-3(a)(1) solely as a result of its members' formulation of or participation in (a) the Restructuring Transactions (as defined in the RSA) or (b) the transactions contemplated by that certain *Transaction Support Agreement*, entered into March 17, 2023 by and among WeWork, SoftBank, and certain holders of the Debtors' unsecured notes (as modified, if applicable, to reflect the transactions that were actually implemented on or prior to May 5, 2023). An "Option" to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

WeWork Inc. (“the Exchange”). WeWork Inc. is a debtor and debtor in possession in Case No. 23-19865 (JKS) pending in the United States Bankruptcy Court for the District of New Jersey (the “Court”).

**PLEASE TAKE FURTHER NOTICE** that, if applicable, on \_\_\_\_\_, 2023, the undersigned party filed a Declaration of Status as a Substantial Shareholder with the Court and served copies thereof as set forth therein.

**PLEASE TAKE FURTHER NOTICE** that the undersigned party currently has Beneficial Ownership of \_\_\_\_\_ shares of Common Stock.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Exchange, the undersigned party proposes to exchange Partnership Units (together with shares of Class C Common Equity) for shares of Class A Common Stock. If the Proposed Transfer is permitted to occur, the undersigned party will have Beneficial Ownership of \_\_\_\_\_ shares of Common Stock after such transfer becomes effective.

**PLEASE TAKE FURTHER NOTICE** that the last four digits of the taxpayer identification number of the undersigned party are \_\_\_\_\_.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to that certain *Interim Order (I) Approving Notification and Hearing Procedures for Certain Transfers of, Exchanges for, and Declarations of Worthlessness with Respect to Common Stock, and (II) Granting Related Relief* [Docket No. \_\_\_\_] (the “Interim Order”), this declaration (this “Declaration”) is being filed with the Court and served upon the Notice Parties (as defined in the Interim Order).

**PLEASE TAKE FURTHER NOTICE** that, at the election of the undersigned party, the Declaration to be filed with this Court (but not the Declaration that is served upon the Notice

Parties) may be redacted to exclude the undersigned party's taxpayer identification number and the amount of Common Stock that the undersigned party beneficially owns.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Interim Order, the undersigned party acknowledges that it is prohibited from consummating the Exchange unless and until the undersigned party complies with the Procedures set forth therein.

**PLEASE TAKE FURTHER NOTICE** that the Debtors and the other Notice Parties have twenty calendar days after receipt of this Declaration to object to the Exchange described herein. If the Debtors or any of the other Notice Parties file an objection, such Exchange will remain ineffective unless such objection is withdrawn or such transaction is approved by a final and non-appealable order of the Court. If the Debtors and the other Notice Parties do not object within such twenty-day period, then after expiration of such period the Exchange may proceed solely as set forth in this Declaration.

**PLEASE TAKE FURTHER NOTICE** that any further transactions contemplated by the undersigned party that may result in the undersigned party selling, trading, or otherwise transferring Beneficial Ownership of additional shares of Common Stock will each require an additional notice filed with the Court to be served in the same manner as this Declaration.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to [28 U.S.C. § 1746](#), under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

Respectfully submitted,

(Name of Declarant)

By:

\_\_\_\_\_  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_  
\_\_\_\_\_, \_\_\_\_\_

(City)

(State)



**Exhibit 1E**

**Declaration of Status as a 50-Percent Shareholder**

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)

(Joint Administration Requested)

DECLARATION OF STATUS AS A 50-PERCENT SHAREHOLDER

PLEASE TAKE NOTICE that the undersigned party is/has become a 50-Percent Shareholder<sup>2</sup> with respect to one or more shares of the existing class (or series) of common stock or any Beneficial Ownership therein (any such record or Beneficial Ownership of common stock, collectively, the “Common Stock”) of WeWork Inc. WeWork Inc. is a debtor and debtor in

<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’ proposed 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.

<sup>2</sup> For purposes of this Declaration: (i) a “50-Percent Shareholder” is any person or entity that, at any time since December 31, 2019, has owned Beneficial Ownership of 50 percent or more of the Common Stock (determined in accordance with section 382(g)(4)(D) of the IRC and the applicable Treasury Regulations thereunder); (ii) “Beneficial Ownership” will be determined in accordance with the applicable rules of sections 382 and 383 of the Internal Revenue Code of 1986, 26 U.S.C. §§ 1–9834 as amended (the “IRC”), and the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)) and includes direct, indirect, and constructive ownership (*e.g.*, (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual’s family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity, and (5) a holder would be considered to beneficially own equity securities that such holder has an Option (as defined herein) to acquire); *provided* that for the purposes of any chapter 11 plan of reorganization, the Ad Hoc Group shall not be treated as a single “entity” as defined under Treasury Regulations section 1.382-3(a)(1) solely as a result of its members’ formulation of or participation in (a) the Restructuring Transactions (as defined in the RSA) or (b) the transactions contemplated by that certain *Transaction Support Agreement*, entered into March 17, 2023 by and among WeWork, SoftBank, and certain holders of the Debtors’ unsecured notes (as modified, if applicable, to reflect the transactions that were actually implemented on or prior to May 5, 2023); and (iii) an “Option” to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

possession in Case No. 23-19865 (JKS) pending in the United States Bankruptcy Court for the District of New Jersey (the “Court”).

**PLEASE TAKE FURTHER NOTICE** that, as of \_\_\_\_\_, 2023, the undersigned party currently has Beneficial Ownership of \_\_\_\_\_ shares of Common Stock. The following table sets forth the date(s) on which the undersigned party acquired Beneficial Ownership of such Common Stock:

Number of Shares of Common Stock	Date Acquired

(Attach additional page or pages if necessary)

**PLEASE TAKE FURTHER NOTICE** that the last four digits of the taxpayer identification number of the undersigned party are \_\_\_\_\_.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to that certain *Interim Order (I) Approving Notification and Hearing Procedures for Certain Transfers of, Exchanges for, and Declarations of Worthlessness with Respect to Common Stock, and (II) Granting Related Relief* [Docket No. \_\_\_\_] (the “Interim Order”), this declaration (this “Declaration”) is being filed with the Court and served upon the Notice Parties (as defined in the Interim Order).

**PLEASE TAKE FURTHER NOTICE** that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this

Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

Respectfully submitted,

(Name of Declarant)

By:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_, \_\_\_\_\_

(City)

(State)

**Exhibit 1F**

**Declaration of Intent to Claim a Worthless Stock Deduction**

**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)

(Joint Administration Requested)

**DECLARATION OF INTENT TO CLAIM A WORTHLESS STOCK DEDUCTION**

**PLEASE TAKE NOTICE** that the undersigned party hereby provides notice of its intention to claim a worthless stock deduction for U.S. federal income tax purposes (the “Worthless Stock Deduction”) with respect to one or more shares of the existing class (or series) of common stock or any Beneficial Ownership therein (any such record or Beneficial Ownership of common stock, collectively, the “Common Stock”) of WeWork Inc. WeWork Inc. is a debtor and debtor in possession in Case No. 23-19865 (JKS) pending in the United States Bankruptcy Court for the District of New Jersey (the “Court”).

**PLEASE TAKE FURTHER NOTICE** that, if applicable, on \_\_\_\_\_, 2023, the undersigned party filed a Declaration of Status as a 50-Percent Shareholder with the Court and served copies thereof as set forth therein.

**PLEASE TAKE FURTHER NOTICE** that the undersigned party currently has Beneficial Ownership of \_\_\_\_\_ shares of Common Stock.

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<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’ proposed 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.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Worthless Stock Deduction, the undersigned party proposes to declare that \_\_\_\_\_ shares of Common Stock became worthless (for U.S. federal income tax purposes) during the tax year ending \_\_\_\_\_.

**PLEASE TAKE FURTHER NOTICE** that the last four digits of the taxpayer identification number of the undersigned party are \_\_\_\_\_.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to that certain *Interim Order (I) Approving Notification and Hearing Procedures for Certain Transfers of, Exchanges for, and Declarations of Worthlessness with Respect to Common Stock, and (II) Granting Related Relief* [Docket No. \_\_\_\_] (the “Interim Order”), this declaration (this “Declaration”) is being filed with the Court and served upon the Notice Parties (as defined in the Interim Order).

**PLEASE TAKE FURTHER NOTICE** that, at the election of the undersigned party, the Declaration to be filed with this Court (but not the Declaration that is served upon the Notice Parties) may be redacted to exclude the undersigned party’s taxpayer identification number and the amount of Common Stock that the undersigned party beneficially owns.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Interim Order, the undersigned party acknowledges that the Debtors and the other Notice Parties have thirty calendar days after receipt of this Declaration to object to the Worthless Stock Deduction described herein. If the Debtors or any of the other Notice parties file an objection, such Worthless Stock Deduction will not be effective unless such objection is withdrawn or such action is approved by a final and non-appealable order of the Court. If the Debtors and the other Notice Parties do not object within such thirty-day period, then after expiration of such period the Worthless Stock Deduction may proceed solely as set forth in this Declaration.

**PLEASE TAKE FURTHER NOTICE** that any further claims of worthlessness contemplated by the undersigned party will each require an additional notice filed with the Court to be served in the same manner as this Declaration and are subject to an additional thirty-day waiting period.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

Respectfully submitted,

(Name of Declarant)

By:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_, \_\_\_\_\_

(City)

(State)



**Exhibit 1G**

**Notice of Interim Order**

**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)

(Joint Administration Requested)

**NOTICE OF INTERIM  
ORDER (I) APPROVING NOTIFICATION  
AND HEARING PROCEDURES FOR CERTAIN TRANSFERS  
OF, EXCHANGES FOR, AND DECLARATIONS OF WORTHLESSNESS  
WITH RESPECT TO COMMON STOCK AND (II) GRANTING RELATED RELIEF**

**TO: ALL ENTITIES (AS DEFINED BY SECTION 101(15) OF THE BANKRUPTCY CODE) THAT MAY HOLD BENEFICIAL OWNERSHIP OF THE EXISTING CLASS (OR SERIES) OF COMMON STOCK (THE “COMMON STOCK”) OF WEWORK INC.:**

**PLEASE TAKE NOTICE** that on November 6, 2023 (the “Petition Date”), the above-captioned debtors and debtors in possession (collectively, the “Debtors”), filed petitions with the United States Bankruptcy Court for the District of New Jersey (the “Court”) under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). Subject to certain exceptions, section 362 of the Bankruptcy Code operates as a stay of any act to obtain possession of property of or from the Debtors’ estates or to exercise control over property of or from the Debtors’ estates.

**PLEASE TAKE FURTHER NOTICE** that on the Petition Date, the Debtors filed the *Debtors’ Motion for Entry of Interim and Final Orders (I) Approving Notification and Hearing*

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<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’ proposed 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.

*Procedures for Certain Transfers of, Exchanges for, and Declarations of Worthlessness with Respect to Common Stock and (II) Granting Related Relief* [Docket No. \_\_\_\_] (the “Motion”).

**PLEASE TAKE FURTHER NOTICE** that on June 6, 2023, the Court entered the *Interim Order (I) Approving Notification and Hearing Procedures for Certain Transfers of, Exchanges for, and Declarations of Worthlessness with Respect to Common Stock, and (II) Granting Related Relief* [Docket No. \_\_\_\_] (the “Interim Order”) approving procedures for certain transfers of, exchanges for, and declarations of worthlessness (for U.S. federal income tax purposes) with respect to Common Stock set forth in **Exhibit 1** attached to the Interim Order (the “Procedures”).<sup>2</sup> The Procedures are available to view and download on the website established by the Debtors’ proposed claims and noticing agent, Epiq Corporate Restructuring, LLC, for these chapter 11 cases at <https://dm.epiq11.com/WeWork>.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Interim Order, a Substantial Shareholder may not consummate any purchase, sale, or other transfer of Common Stock or Beneficial Ownership of Common Stock in violation of the Procedures, and any such transaction in violation of the Procedures shall be null and void *ab initio*.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Interim Order, the Procedures shall apply to the holding and transfers of Common Stock or any Beneficial Ownership therein by a Substantial Shareholder or someone who may become a Substantial Shareholder.

**PLEASE TAKE FURTHER NOTICE** that pursuant to the Interim Order, a 50-Percent Shareholder may not claim a worthless stock deduction for U.S. federal income tax purposes with respect to Common Stock or Beneficial Ownership of Common Stock in violation of the

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meaning given to them in the Interim Order or the Motion, as applicable.

Procedures, and any such deduction in violation of the Procedures shall be null and void *ab initio*, and the 50-Percent Shareholder shall be required to file an amended tax return revoking such proposed deduction.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Interim Order, upon the request of any entity, the proposed notice and claims agent for the Debtors, Epiq Corporate Restructuring, LLC, will provide a copy of the Interim Order and a form of each of the declarations required to be filed by the Procedures in a reasonable period of time. Such declarations are also available via PACER on the Court's website at <https://ecf.njb.uscourts.gov/> for a fee, or free of charge by accessing the Debtors' restructuring website at <https://dm.epiq11.com/WeWork>.

**PLEASE TAKE FURTHER NOTICE** that the final hearing (the "Final Hearing") on the Motion shall be held on [●], 2023, at [●], prevailing Eastern Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Eastern Time, on [●], 2023, and shall be served on: (a) the Debtors, WeWork Inc. c/o Epiq Corporate Restructuring, LLC 10300 SW Allen Blvd. Beaverton, Oregon 97005; (b) proposed co-counsel to the Debtors, (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Edward O. Sassower, P.C., Joshua A. Sussberg, P.C., Steven N. Serajeddini, P.C., and Ciara Foster; and (ii) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Michael D. Sirota, Esq., Warren A. Usatine, Esq., Felice Yudkin, Esq., and Ryan T. Jareck, Esq.; (c) counsel to the ad Hoc Group, (i) Davis Polk & Wardwell, LLP, 450 Lexington Avenue, New York, New York, Attn: Eli J. Vonnegut, Esq., Natasha Tsiouris, Esq., and Jonah A. Peppiatt, Esq., and (ii) Greenberg Traurig, LLP, 500 Campus Drive, Florham Park, New Jersey 10017, Attn: Alan J. Brody, Esq.; (d) counsel to SoftBank, (i) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153, Attn: Attn.: Gary T. Holtzer, Gabriel A.

Morgan, Kevin H. Bostel, and Eric L. Einhorn, and (ii) Wollmuth Maher & Deutsch LLP, 500 5<sup>th</sup> Avenue, New York, New York 10110, Attn.: Paul R. DeFilippo, Steven S. Fitzgerald, and Joseph F. Pacelli; (e) the Office of the United States Trustee for the District of New Jersey, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn: Fran Steele, and Peter D'Auria; and (f) counsel to any statutory committee appointed in these chapter 11 cases. In the event no objections to entry of the Final Order on the Motion are timely received, the Court may enter such Final Order without need for the Final Hearing.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Interim Order, failure to follow the procedures set forth in the Interim Order shall constitute a violation of, among other things, the automatic stay provisions of section 362 of the Bankruptcy Code.

**PLEASE TAKE FURTHER NOTICE** that nothing in the Interim Order shall preclude any person desirous of acquiring any Common Stock from requesting relief from the Interim Order from this Court, subject to the Debtors' and the other Notice Parties' rights to oppose such relief.

**PLEASE TAKE FURTHER NOTICE** that, other than to the extent that the Interim Order expressly conditions or restricts trading in Common Stock, nothing in the Interim Order or in the Motion shall, or shall be deemed to, prejudice, impair, or otherwise alter or affect the rights of any holders of Common Stock, including in connection with the treatment of any such stock under any chapter 11 plan or any applicable bankruptcy court order.

**PLEASE TAKE FURTHER NOTICE** that any prohibited purchase, sale, other transfer of, or declaration of worthlessness for U.S. federal income tax purposes with respect to Common Stock, Beneficial Ownership thereof, or option with respect thereto in violation of the Interim Order is prohibited and shall be null and void *ab initio* and may be subject to additional sanctions as this court may determine.

**PLEASE TAKE FURTHER NOTICE** that the requirements set forth in the Interim Order are in addition to the requirements of applicable law and do not excuse compliance therewith.

*[Remainder of page intentionally left blank]*

Dated: [\_\_\_\_], 2023

/s/

---

**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

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*Proposed Co-Counsel for Debtors and  
Debtors in Possession*

**KIRKLAND & ELLIS LLP**

**KIRKLAND & ELLIS INTERNATIONAL LLP**

Edward O. Sassower, P.C.

Joshua A. Sussberg, P.C. (*pro hac vice* pending)

Steven N. Serajeddini, P.C. (*pro hac vice* pending)

Ciara Foster (*pro hac vice* pending)

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New York, New York 10022

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*Proposed Co-Counsel for Debtors and  
Debtors in Possession*

**SCHEDULE “K”  
INTERIM CUSTOMER PROGRAMS ORDER**

[Attached]





Order Filed on November 8, 2023  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

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

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

**KIRKLAND & ELLIS LLP  
KIRKLAND & ELLIS INTERNATIONAL LLP**

Edward O. Sassower, P.C.

Joshua A. Sussberg, P.C. (*pro hac vice* pending)

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rjareck@coleschotz.com

*Proposed Co-Counsel for Debtors and  
Debtors in Possession*

In re:

WEWORK INC., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 23-19865 (JKS)

(Joint Administration Requested)

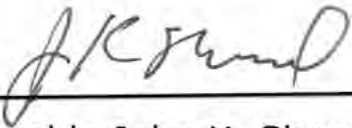
<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://dm.epiq11.com/WeWork>. The location of Debtor WeWork Inc.'s principal place of business is 12 East 49th Street, 3<sup>rd</sup> Floor, 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.

**INTERIM ORDER (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**

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The relief set forth on the following pages, numbered three (3) through eight (8), is  
**ORDERED.**

**DATED: November 8, 2023**

  
\_\_\_\_\_  
Honorable John K. Sherwood  
United States Bankruptcy Court

Debtors: WeWork Inc., et al.  
Case No. 23-19865 (JKS)  
Caption of Order: Interim Order (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

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Upon the Debtors' Motion for Entry of Interim and Finals 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 (the "Motion"),<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an interim order (this "Interim Order"), (a) authorizing, but not directing, the Debtors to (i) maintain and administer their Customer Programs and (ii) honor certain prepetition obligations related thereto, (b) scheduling a final hearing to consider approval of the Motion on a final basis, and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Motion.

Debtors: WeWork Inc., *et al.*  
Case No. 23-19865 (JKS)  
Caption of Order: Interim Order (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

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of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** on an interim basis as set forth herein.
2. The Final Hearing on the Motion will be held on 12/6, **2023, at 11:00 am** **(Eastern Time)**. Objections, if any, that relate to the Motion shall be filed and served so as to be actually received by the Debtors' proposed counsel on or before November 29, **2023, at 4:00 p.m. (Eastern Time)**. If no objections are filed to the Motion, the Court may enter an order approving the relief requested in the Motion on a final basis without further notice or hearing.
3. The Debtors are authorized, but not directed, to continue to administer the Customer Programs (including, but not limited to, those discussed in the Motion) currently in effect and honor any undisputed prepetition obligations related to the Customer Programs, in each case in the ordinary course of business, consistent with prepetition practices, and to modify, replace, or terminate any Customer Programs in the ordinary course of business; *provided, however,* the Debtors shall provide five (5) business days' notice, or such other notice as is reasonably practicable, before making any material changes to, or terminating, any of the Customer Programs to any statutory committee appointed in these cases, the U.S. Trustee, Davis Polk & Wardwell LLP and Greenberg Traurig, LLP, as counsel to the Ad Hoc Group, and Weil, Gotshal & Manges LLP and Wollmuth Maher & Deutsch LLP, as counsel to SoftBank.
4. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order is intended as or shall be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, or validity of any particular

Debtors: WeWork Inc., *et al.*  
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claim against the Debtors under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Interim Order or the Motion or any order granting the relief requested by the Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (h) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (j) a waiver of the obligation of any party in interest to file a proof of claim; or (k) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease. Any payment made pursuant to this Interim Order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

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5. Notwithstanding anything to the contrary contained in the Motion or this Interim Order, any payment to be made pursuant to the authority granted in this Interim Order shall not be inconsistent with, and shall be subject to and in compliance with, the requirements imposed on the Debtors under the terms of each interim and final order entered by the Court in respect of *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* filed substantially contemporaneously herewith (the "Cash Collateral Orders"), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the Cash Collateral Orders. To the extent there is any inconsistency between the terms of the Cash Collateral Orders and this Interim Order, the terms of the Cash Collateral Orders shall control.

6. The Debtors are authorized, but not directed to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein and to the extent authorized by this Interim Order.

7. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors'

Debtors: WeWork Inc., *et al.*  
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designation of any particular check or electronic payment request as approved by this Interim Order.

8. Nothing contained in the Motion or this Interim Order is intended or should be construed to create an administrative priority claim on account of any of the Customer Programs.

9. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the contents of the Motion or otherwise deemed waived.

10. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Interim Order in accordance with the Motion.

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

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

13. 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 or otherwise waived.

14. The Debtors shall serve by regular mail a copy of this Interim Order and the Motion on all parties required to receive such service pursuant to Local Rule 9013-5(f) within two (2) business days after the entry of this Order.

15. Any party may move for modification of this Interim Order in accordance with Local Rule 9013-5(e).

(Page 1 of 1)

Debtors: WeWork Inc., *et al.*

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



**SCHEDULE “L”  
AUTOMATIC STAY ORDER**

[Attached]

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY****Caption in Compliance with D.N.J. LBR 9004-1(b)****KIRKLAND & ELLIS LLP****KIRKLAND & ELLIS INTERNATIONAL LLP**

Edward O. Sassower, P.C.

Joshua A. Sussberg, P.C. (*pro hac vice* pending)Steven N. Serajeddini, P.C. (*pro hac vice* pending)Ciara Foster (*pro hac vice* pending)

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rjareck@coleschotz.com

*Proposed Co-Counsel for Debtors and  
Debtors in Possession*

In re:

WEWORK INC., *et al.*,Debtors.<sup>1</sup>

Chapter 11

Case No. 23-19865 (JKS)

(Joint Administration Requested)



Order Filed on November 9, 2023  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

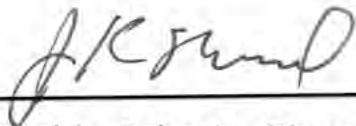
<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://dm.epiq11.com/WeWork>. The location of Debtor WeWork Inc.'s principal place of business is 12 East 49th Street, 3<sup>rd</sup> Floor, 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.

**ORDER (I) RESTATING AND  
ENFORCING THE WORLDWIDE AUTOMATIC STAY,  
*IPSO FACTO* PROTECTIONS, AND ANTI-DISCRIMINATION  
PROVISIONS OF THE BANKRUPTCY CODE, (II) APPROVING THE  
FORM AND MANNER OF NOTICE, AND (III) GRANTING RELATED RELIEF**

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The relief set forth on the following pages, numbered three (3) through eight (8), is  
**ORDERED.**

**DATED: November 9, 2023**

  
\_\_\_\_\_  
Honorable John K. Sherwood  
United States Bankruptcy Court

Debtors: WeWork Inc., et al.  
Case No. 23-19865 (JKS)  
Caption of Order: Order (I) Restating and Enforcing the Worldwide Automatic Stay, *Ipsso Facto* Protections, and Anti-Discrimination Provisions of the Bankruptcy Code, (II) Approving the Related Form and Manner of Notice, and (III) Granting Related Relief

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Upon the *Debtors' Motion for Entry of an Order (I) Restating and Enforcing the Worldwide Automatic Stay, Ipsso Facto Protections, and Anti-Discrimination Provisions of the Bankruptcy Code, (II) Approving the Form and Manner of Notice, and (III) Granting Related Relief* (the "Motion"),<sup>1</sup> of the above-captioned debtors and debtors in possession (collectively, the "Debtors"),<sup>2</sup> for entry of an order (this "Order") (a) restating and enforcing the worldwide automatic stay, *ipso facto* protections, and anti-discrimination provisions of the Bankruptcy Code, (b) approving the related form and manner of notice, and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and

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

<sup>2</sup> A complete list of the Debtors in these chapter 11 cases is attached hereto as Exhibit 1.

Debtors: WeWork Inc., *et al.*  
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after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** as set forth herein.
2. Subject to section 362 of the Bankruptcy Code, all persons (including individuals, partnerships, corporations, and other entities and all those acting on their behalf) and governmental units, whether of the United States, any state or locality therein or any territory or possession thereof, or any non-U.S. jurisdiction (including any division, department, agency, instrumentality or service thereof, and all those acting on their behalf), are hereby stayed, restrained, and enjoined from:
  - a. commencing or continuing (including the issuance or employment of process) any judicial, administrative, or other action or proceeding against the Debtors that was or could have been commenced before the commencement of the Debtors' chapter 11 cases or recovering a claim against the Debtors that arose before the commencement of the Debtors' chapter 11 cases;
  - b. enforcing, against the Debtors or against property of their estates, a judgment or order obtained before the commencement of the Debtors' chapter 11 cases;
  - c. taking any action, whether inside or outside the United States, to obtain possession of property of the Debtors' estates, wherever located, or to exercise control over property of the Debtors' estates;
  - d. taking any action to create, perfect, or enforce any lien against the property of the Debtors' estates;
  - e. taking any action to create, perfect, or enforce against property of the Debtors any lien to the extent that such lien secures a claim that arose prior to the commencement of the Debtors' chapter 11 cases;
  - f. taking any action to collect, assess, or recover a claim against the Debtors that arose prior to the commencement of the Debtors' chapter 11 cases;

Debtors: WeWork Inc., *et al.*  
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- g. taking any action to setoff any debt owing to the Debtors that arose before the commencement of the Debtors' chapter 11 cases against any claim against the Debtors; and
- h. commencing or continuing any proceeding before the United States Tax Court concerning a tax liability of a Debtor that is a corporation for a taxable period the Court may determine or concerning the tax liability of a Debtor who is an individual for a taxable period ending before the date of the order for relief under the Bankruptcy Code.

3. Pursuant to sections 362 and 365 of the Bankruptcy Code, notwithstanding a provision in a contract or lease or any applicable law, all persons are hereby stayed, restrained, and enjoined from terminating or modifying any and all contracts and leases to which the Debtors are party or signatory, at any time during the pendency of these chapter 11 cases, because of a provision in such contract or lease that is conditioned on the (a) insolvency or financial condition of the Debtors at any time before the closing of these chapter 11 cases or (b) commencement of these chapter 11 cases under the Bankruptcy Code. Accordingly, all such persons are required to continue to perform their obligations under such leases and contracts during the postpetition period.

4. Pursuant to section 525 of the Bankruptcy Code, all governmental units and other regulatory authorities are prohibited from: (a) denying, revoking, suspending, or refusing to renew any license, permit, charter, franchise, or other similar grant to the Debtors; (b) placing conditions upon such a grant to the Debtors; or (c) discriminating against the Debtors with respect to such a grant, solely because the Debtors are debtors under the Bankruptcy Code, may have been insolvent before the commencement of these chapter 11 cases, or are insolvent during the pendency of these chapter 11 cases.

Debtors: WeWork Inc., *et al.*  
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5. For the avoidance of doubt, this Order does not expand or enlarge the rights afforded to the Debtors under the Bankruptcy Code.

6. The form of Notice, attached hereto as **Exhibit 2**, is approved. The Debtors are authorized to serve the Notice upon creditors, governmental units or other regulatory authorities, and/or interested parties wherever located. The Debtors are further authorized to procure and provide true and correct foreign-language translations of the Motion, this Order, the Notice, or any other materials filed in these chapter 11 cases to any foreign party in interest at the Debtors' discretion.

7. Nothing in this Order or the Motion shall constitute a rejection or assumption by the Debtors, as debtors in possession, of any executory contract or unexpired lease.

8. This Order remains subject to section 362 of the Bankruptcy Code, including its exceptions. This Order shall not affect the exceptions to the automatic stay contained in section 362(b) of the Bankruptcy Code or the right of any party in interest to seek relief from the automatic stay in accordance with section 362(d) of the Bankruptcy Code.

9. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

10. Notwithstanding any Bankruptcy Rule to the contrary, to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

11. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of the rejection of an executory contract or unexpired lease, including any right to assert an offset, recoupment,

Debtors:	WeWork Inc., <i>et al.</i>
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Caption of Order:	Order (I) Restating and Enforcing the Worldwide Automatic Stay, <i>Ipso Facto</i> Protections, and Anti-Discrimination Provisions of the Bankruptcy Code, (II) Approving the Related Form and Manner of Notice, and (III) Granting Related Relief

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counterclaim, or deduction. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular contract is terminated, expired, or otherwise no longer an executory contract or unexpired lease.

12. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order is intended as or shall be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Order or the Motion or any order granting the relief requested by the Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (h) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens;



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(j) a waiver of the obligation of any party in interest to file a proof of claim; or (k) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease.

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

14. 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 or otherwise waived.

15. The Debtors shall serve by regular mail a copy of this Order and the Motion on all parties required to receive such service pursuant to Local Rule 9013-5(f) within two (2) business days after entry of this Order.

16. Any party may move for modification of this Order in accordance with Local Rule 9013-5(e).

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

## **EXHIBIT 1**

### **List of Debtors**

- |  |   |  |
|--|---|--|
| 1. WeWork Inc.                               | 20. 101 Marietta Street<br>NorthWest Tenant LLC | 37. 1100 Main Street Tenant<br>LLC           |
| 2. 1 Beacon Street Tenant LLC                | 21. 101 North 1st Avenue<br>Tenant LLC          | 38. 1111 Broadway Tenant LLC                 |
| 3. 1 Belvedere Drive Tenant<br>LLC           | 22. 10250 Constellation Tenant<br>LLC           | 39. 1111 West 6th Street Tenant<br>LLC       |
| 4. 1 Glenwood Ave Tenant<br>LLC              | 23. 1031 South Broadway<br>Tenant LLC           | 40. 1114 W Fulton Market Q<br>LLC            |
| 5. 1 Lincoln Street Tenant LLC               | 24. 10585 Santa Monica<br>Boulevard Tenant LLC  | 41. 1115 Broadway Q LLC                      |
| 6. 1 Milk Street Tenant LLC                  | 25. 10845 Griffith Peak Drive<br>Tenant LLC     | 42. 1115 Howell Mill Road<br>Tenant LLC      |
| 7. 1 Post Street Tenant LLC                  | 26. 10885 NE 4th Street Tenant<br>LLC           | 43. 1115 W Fulton Market Q<br>LLC            |
| 8. 1 South Dearborn Street<br>Tenant LLC     | 27. 109 S 5th Street Tenant LLC                 | 44. 115 Broadway Tenant LLC                  |
| 9. 1 Union Square West HQ<br>LLC             | 28. 1090 West Pender Street<br>Tenant LP        | 45. 115 East 23rd Street Tenant<br>LLC       |
| 10. 10 East 38th Street Tenant<br>LLC        | 29. 10900 Stonelake Boulevard<br>Tenant LLC     | 46. 1150 South Olive Street<br>Tenant LLC    |
| 11. 10 East 40th Street HQ LLC               | 30. 1099 Stewart Street Tenant<br>LLC           | 47. 1155 Perimeter Center West<br>Tenant LLC |
| 12. 100 Bayview Circle Tenant<br>LLC         | 31. 11 Park Pl Tenant LLC                       | 48. 1155 West Fulton Street<br>Tenant LLC    |
| 13. 100 Broadway Tenant LLC                  | 32. 110 110th Avenue Northeast<br>Tenant LLC    | 49. 1156 6th Avenue Tenant<br>LLC            |
| 14. 100 S State Street Tenant<br>LLC         | 33. 110 Corcoran Street Tenant<br>LLC           | 50. 117 NE 1st Ave Tenant LLC                |
| 15. 100 Summer Street Tenant<br>LLC          | 34. 110 Wall Manager LLC                        | 51. 1175 Peachtree Tenant LLC                |
| 16. 10000 Washington<br>Boulevard Tenant LLC | 35. 1100 15th Street NW Tenant<br>LLC           | 52. 11801 Domain Blvd Tenant<br>LLC          |
| 17. 1001 Woodward Ave<br>Tenant LLC          | 36. 1100 Ludlow Street Tenant<br>LLC            | 53. 12 East 49th Street Tenant<br>LLC        |
| 18. 1003 East 4th Place Tenant<br>LLC        |   | 54. 12 South 1st Street Tenant<br>LLC        |
| 19. 101 East Washington Street<br>Tenant LLC |   |  |

- |  |   |   |
|--|---|---|
| 55. 120 West Trinity Place<br>Tenant LLC                 | 74. 135 Madison Ave Tenant<br>LLC                 | 94. 150 4th Ave N Tenant LLC                  |
| 56. 1200 17th Street Tenant<br>LLC                       | 75. 1372 Peachtree Street NE<br>Tenant LLC        | 95. 152 3rd Street Tenant LLC                 |
| 57. 1200 Franklin Avenue<br>Tenant LLC                   | 76. 1389 Peachtree Street<br>Northwest Tenant LLC | 96. 1525 11th Ave Tenant LLC                  |
| 58. 1201 3rd Avenue Tenant<br>LLC                        | 77. 1400 Lavaca Street Tenant<br>LLC              | 97. 1535 Broadway Tenant LLC                  |
| 59. 1201 Wills Street Tenant<br>LLC                      | 78. 1410 Broadway Tenant LLC                      | 98. 154 W 14th Street Tenant<br>LLC           |
| 60. 1201 Wilson Blvd Tenant<br>LLC                       | 79. 1411 4th Avenue Tenant<br>LLC                 | 99. 1547 9th Street HQ LLC                    |
| 61. 12130 Millennium Drive<br>Tenant LLC                 | 80. 142 W 57th Street Tenant<br>LLC               | 100. 1557 West Innovation Way<br>Tenant LLC   |
| 62. 1240 Rosecrans Tenant LLC                            | 81. 1430 Walnut Street Tenant<br>LLC              | 101. 1560 Broadway Tenant<br>LLC              |
| 63. 125 S Clark Street Tenant<br>LLC                     | 82. 1440 Broadway Tenant LLC                      | 102. 16 East 34th Street Tenant<br>LLC        |
| 64. 125 West 25th Street Tenant<br>LLC                   | 83. 1448 NW Market Street<br>Tenant LLC           | 103. 160 Varick Street Tenant<br>LLC          |
| 65. 12655 Jefferson Blvd<br>Tenant LLC                   | 84. 1449 Woodward Avenue<br>Tenant LLC            | 104. 160 W Santa Clara St<br>Tenant LLC       |
| 66. 128 South Tryon Street<br>Tenant LLC                 | 85. 145 W 45th Street Tenant<br>LLC               | 105. 1600 7th Avenue Tenant<br>LLC            |
| 67. 130 5th Avenue Tenant LLC                            | 86. 1450 Broadway Tenant LLC                      | 106. 1601 Elm Street Tenant<br>LLC            |
| 68. 130 Madison Avenue<br>Tenant LLC                     | 87. 1453 3rd Street Promenade<br>Q LLC            | 107. 1601 Market Street Tenant<br>LLC         |
| 69. 130 W 42nd Street Tenant<br>LLC                      | 88. 1455 Market Street Tenant<br>LLC              | 108. 1601 Vine Street Tenant<br>LLC           |
| 70. 1305 2nd Street Q LLC                                | 89. 1460 Broadway Tenant LLC                      | 109. 161 Avenue of the<br>Americas Tenant LLC |
| 71. 1330 Lagoon Avenue<br>Tenant LLC                     | 90. 148 Lafayette Street Tenant<br>LLC            | 110. 1615 Platte Street Tenant<br>LLC         |
| 72. 1333 New Hampshire<br>Avenue Northwest Tenant<br>LLC | 91. 149 5th Avenue Tenant LLC                     | 111. 1619 Broadway Tenant<br>LLC              |
| 73. 135 E 57th Street Tenant<br>LLC                      | 92. 149 Madison Avenue<br>Tenant LLC              | 112. 166 Geary Street HQ LLC                  |
|  | 93. 15 West 27th Street Tenant<br>LLC             | 113. 1660 Lincoln Street Tenant<br>LLC        |

114. 167 N Green Street Tenant LLC	133. 1875 K Street NW Tenant LLC	153. 205 Hudson Street Tenant LLC
115. 1700 Lincoln Street Tenant LLC	134. 1881 Broadway HQ LLC	154. 205 North Detroit Street Tenant LLC
116. 1701 Rhode Island Avenue Northwest Tenant LLC	135. 1900 Market Street Tenant LLC	155. 21 Penn Plaza Tenant LLC
117. 1725 Hughes Landing Boulevard Tenant LLC	136. 1900 Powell Street Tenant LLC	156. 210 N Green Partners LLC
118. 1730 Minor Avenue Tenant LLC	137. 1910 North Ola Avenue Tenant LLC	157. 210 N Green Promoter LLC
119. 17300 Laguna Canyon Road Tenant LLC	138. 1920 McKinney Ave Tenant LLC	158. 2120 Berkeley Way Tenant LLC
120. 177 E Colorado Blvd Tenant LLC	139. 195 Montague Street Tenant LLC	159. 21255 Burbank Boulevard Tenant LLC
121. 1775 Tysons Boulevard Tenant LLC	140. 199 Water Street Tenant LLC	160. 214 West 29th Street Tenant LLC
122. 18 West 18th Street Tenant LLC	141. 2 Belvedere Drive Tenant LLC	161. 22 Cortlandt Street HQ LLC
123. 180 Geary Street HQ LLC	142. 2 Embarcadero Center Tenant LLC	162. 2201 Broadway Tenant LLC
124. 180 Sansome Street Tenant LLC	143. 2 North LaSalle Street Tenant LLC	163. 221 6th Street Tenant LLC
125. 1814 Franklin St Q LLC	144. 20 W Kinzie Tenant LLC	164. 2211 Michelson Drive Tenant LLC
126. 18191 Von Karman Avenue Tenant LLC	145. 200 Berkeley Street Tenant LLC	165. 222 Kearny Street Tenant LLC
127. 1825 South Grant Street Tenant LLC	146. 200 Massachusetts Ave NW Tenant LLC	166. 222 North Sepulveda Tenant LLC
128. 1828 Walnut St Tenant LLC	147. 200 Portland Tenant LLC	167. 222 S Riverside Plaza Tenant LLC
129. 183 Madison Avenue Q LLC	148. 200 South Biscayne Blvd Tenant LLC	168. 2221 Park Place Tenant LLC
130. 1840 Gateway Dr Tenant LLC	149. 200 South Orange Avenue Tenant LLC	169. 2222 Ponce De Leon Blvd Tenant LLC
131. 185 Madison Avenue Tenant LLC	150. 200 Spectrum Center Drive Tenant LLC	170. 225 South 6th St Tenant LLC
132. 18691 Jamboree Road Tenant LLC	151. 201 Spear St Tenant LLC	171. 225 W 39th Street Tenant LLC
	152. 2031 3rd Ave Tenant LLC	172. 229 West 36th Street Tenant LLC

173. 231 11th Ave Tenant LLC	193. 29 West 30th Street Tenant LLC	212. 3280 Peachtree Road NE Tenant LLC
174. 2323 Delgany Street Tenant LLC	194. 30 Hudson Street Tenant LLC	213. 33 Arch Street Tenant LLC
175. 24 Farnsworth Street Q LLC	195. 30 Wall Street Tenant LLC	214. 33 East 33rd Street Tenant LLC
176. 2-4 Herald Square Tenant LLC	196. 300 Morris Street Tenant LLC	215. 33 Irving Tenant LLC
177. 2401 Elliott Avenue Tenant LLC	197. 300 Park Avenue Tenant LLC	216. 330 North Wabash Tenant LLC
178. 2420 17th Street Tenant LLC	198. 3000 Olym Boulevard Tenant LLC	217. 3300 N. Interstate 35 Tenant LLC
179. 2425 East Camelback Road Tenant LLC	199. 3000 S Robertson Blvd Q LLC	218. 332 S Michigan Tenant LLC
180. 245 Livingston St Q LLC	200. 3001 Bishop Drive Tenant LLC	219. 333 West San Carlos Tenant LLC
181. 25 West 45th Street HQ LLC	201. 3003 Woodbridge Ave Tenant LLC	220. 3365 Piedmont Road Tenant LLC
182. 250 E 200 S Tenant LLC	202. 3090 Olive Street Tenant LLC	221. 340 Bryant Street HQ LLC
183. 250 Park Avenue Tenant LLC	203. 31 St James Ave Tenant LLC	222. 345 4th Street Tenant LLC
184. 255 Giralda Avenue Tenant LLC	204. 3101 Park Boulevard Tenant LLC	223. 345 West 100 South Tenant LLC
185. 255 Greenwich Street Tenant LLC	205. 311 W 43rd Street Tenant LLC	224. 35 East 21st Street HQ LLC
186. 255 S King St Tenant LLC	206. 3120 139th Avenue Southeast Tenant LLC	225. 353 Sacramento Street Tenant LLC
187. 2600 Executive Parkway Tenant LLC	207. 315 East Houston Tenant LLC	226. 35-37 36th Street Tenant LLC
188. 2700 Post Oak Blvd. Tenant LLC	208. 315 W 36th Street Tenant LLC	227. 360 NW 27th Street Tenant LLC
189. 27-01 Queens Plaza North Tenant LLC	209. 316 West 12th Street Tenant LLC	228. 3600 Brighton Boulevard Tenant LLC
190. 2755 Canyon Blvd WW Tenant LLC	210. 3200 Park Center Drive Tenant LLC	229. 38 West 21st Street Tenant LLC
191. 28 2nd Street Tenant LLC	211. 3219 Knox Street Tenant LLC	230. 385 5th Avenue Q LLC
192. 28 West 44th Street HQ LLC		231. 3900 W Alameda Ave Tenant LLC

232. 391 San Antonio Road Tenant LLC	251. 424-438 Fifth Avenue Tenant LLC	272. 50 W 28th Street Tenant LLC
233. 40 Water Street Tenant LLC	252. 428 Broadway Tenant LLC	273. 500 11th Ave North Tenant LLC
234. 400 California Street Tenant LLC	253. 429 Lenox Ave Tenant LLC	274. 500 7th Avenue Tenant LLC
235. 400 Capitol Mall Tenant LLC	254. 430 Park Avenue Tenant LLC	275. 501 Boylston Street Tenant LLC
236. 400 Concar Drive Tenant LLC	255. 4311 11th Avenue Northeast Tenant LLC	276. 501 East Kennedy Boulevard Tenant LLC
237. 400 Lincoln Square Tenant LLC	256. 433 Hamilton Avenue Tenant LLC	277. 501 East Las Olas Blvd Tenant LLC
238. 400 Spectrum Center Drive Tenant LLC	257. 437 5th Avenue Q LLC	278. 501 Eastlake Tenant LLC
239. 4005 Miranda Ave Tenant LLC	258. 437 Madison Avenue Tenant LLC	279. 5049 Edwards Ranch Tenant LLC
240. 401 San Antonio Road Tenant LLC	259. 44 East 30th Street HQ LLC	280. 505 Main Street Tenant LLC
241. 404 Fifth Avenue Tenant LLC	260. 44 Montgomery Street Tenant LLC	281. 505 Park Avenue Q LLC
242. 4041 Macarthur Boulevard Tenant LLC	261. 44 Wall Street HQ LLC	282. 50-60 Francisco Street Tenant LLC
243. 405 Mateo Street Tenant LLC	262. 448 North LaSalle Street Tenant LLC	283. 511 W 25th Street Tenant LLC
244. 408 Broadway Tenant LLC	263. 45 West 18th Street Tenant LLC	284. 515 Folsom Street Tenant LLC
245. 410 North Scottsdale Road Tenant LLC	264. 450 Lexington Tenant LLC	285. 515 N State Street Tenant LLC
246. 414 West 14th Street HQ LLC	265. 460 Park Ave South Tenant LLC	286. 5161 Lankershim Boulevard Tenant LLC
247. 415 Mission Street Tenant LLC	266. 460 West 50 North Tenant LLC	287. 5215 North O'Connor Boulevard Tenant LLC
248. 419 Park Avenue South Tenant LLC	267. 4635 Lougheed Highway Tenant LP	288. 524 Broadway Tenant LLC
249. 420 5th Avenue Q LLC	268. 475 Sansome St Tenant LLC	289. 525 Broadway Tenant LLC
250. 420 Commerce Street Tenant LLC	269. 483 Broadway Tenant LLC	290. 53 Beach Street Tenant LLC
	270. 49 West 27th Street HQ LLC	291. 540 Broadway Q LLC
	271. 490 Broadway Tenant LLC	

292. 545 Boylston Street Q LLC	313. 615 S. Tenant LLC	332. 700 North Miami Tenant LLC
293. 546 5th Avenue Tenant LLC	314. 625 Massachusetts Tenant LLC	333. 700 SW 5th Tenant LLC
294. 550 7th Avenue HQ LLC	315. 625 West Adams Street Tenant LLC	334. 708 Main St Tenant LLC
295. 550 Kearny Street HQ LLC	316. 63 Madison Avenue Tenant LLC	335. 71 5th Avenue Tenant LLC
296. 57 E 11th Street Tenant LLC	317. 65 East State Street Tenant LLC	336. 71 Stevenson Street Q LLC
297. 575 5th Avenue Tenant LLC	318. 650 California Street Tenant LLC	337. 711 Atlantic Ave Tenant LLC
298. 575 Lexington Avenue Tenant LLC	319. 6543 South Las Vegas Boulevard Tenant LLC	338. 725 Ponce De Leon Ave NE Tenant LLC
299. 5750 Wilshire Boulevard Tenant LLC	320. 655 15th Street NW Tenant LLC	339. 7272 Wisconsin Avenue Tenant LLC
300. 5960 Berkshire Lane Tenant LLC	321. 655 Montgomery St Tenant LLC	340. 729 Washington Ave Tenant LLC
301. 599 Broadway Tenant LLC	322. 655 New York Avenue Northwest Tenant LLC	341. 7300 Dallas Parkway Tenant LLC
302. 6 East 32nd Street WW Q LLC	323. 660 J Street Tenant LLC	342. 731 Sansome Street Tenant LLC
303. 600 B Street Tenant LLC	324. 660 North Capitol St NW Tenant LLC	343. 75 Arlington Street Tenant LLC
304. 600 California Street Tenant LLC	325. 6655 Town Square Tenant LLC	344. 75 E Santa Clara Street Tenant LLC
305. 600 H Apollo Tenant LLC	326. 67 Irving Place Tenant LLC	345. 75 Rock Plz Tenant LLC
306. 6001 Cass Avenue Tenant LLC	327. 6900 North Dallas Parkway Tenant LLC	346. 750 Lexington Avenue Tenant LLC
307. 601 South Figueroa Street Tenant LLC	328. 695 Town Center Drive Tenant LLC	347. 750 White Plains Road Tenant LLC
308. 606 Broadway Tenant LLC	329. 7 West 18th Street Tenant LLC	348. 755 Sansome Street Tenant LLC
309. 609 5th Avenue Tenant LLC	330. 700 2 Street Southwest Tenant LP	349. 756 W Peachtree Tenant LLC
310. 609 Greenwich Street Tenant LLC	331. 700 K Street NW Tenant LLC	350. 77 Sands Tenant LLC
311. 609 Main street Tenant LLC		351. 77 Sands WW Corporate Tenant LLC
312. 611 North Brand Boulevard Tenant LLC		

352. 77 Sleeper Street Tenant LLC	372. 880 3rd Ave Tenant LLC	394. Common Coffee, LLC
353. 7761 Greenhouse Rd Tenant LLC	373. 881 Peachtree Street Northeast Tenant LLC	395. Common Desk Daymaker LLC
354. 777 6th Street NW Tenant LLC	374. 8910 University Center Lane Tenant LLC	396. Common Desk DE, LLC
355. 78 SW 7th Street Tenant LLC	375. 90 South 400 West Tenant LLC	397. Common Desk Holdings LLC
356. 8 W 40th Street Tenant LLC	376. 901 North Glebe Road Tenant LLC	398. Common Desk OC , LLC
357. 80 M Street SE Tenant LLC	377. 901 Woodland St Tenant LLC	399. Common Desk Operations LLC
358. 800 Bellevue Way Tenant LLC	378. 902 Broadway Tenant LLC	400. Common Desk West 7th, LLC
359. 800 Market Street Tenant LLC	379. 920 5th Ave Tenant LLC	401. Creator Fund Managing Member LLC
360. 800 North High Street Tenant LLC	380. 920 SW 6th Avenue Tenant LLC	402. Euclid LLC
361. 801 B. Springs Road Tenant LLC	381. 9200 Timpanogos Highway Tenant LLC	403. Euclid WW Holdings Inc.
362. 808 Wilshire Boulevard Tenant LLC	382. 925 4th Avenue Tenant LLC	404. FieldLens LLC
363. 820 18th Ave South Tenant LLC	383. 925 N La Brea Ave Tenant LLC	405. Five Hundred Fifth Avenue HQ LLC
364. 821 17th Street Tenant LLC	384. 9670416 CANADA Inc.	406. Insurance Services by WeWork LLC
365. 83 Maiden Lane Q LLC	385. 9777 Wilshire Boulevard Q LLC	407. Legacy Tenant LLC
366. 830 Brickell Plaza Tenant LLC	386. 980 6th Avenue Tenant LLC	408. Mailroom Bar at 110 Wall LLC
367. 830 NE Holladay Street Tenant LLC	387. 9830 Wilshire Boulevard Tenant LLC	409. MissionU PBC
368. 8305 Sunset Boulevard HQ LLC	388. 99 Chauncy Street Q LLC	410. One Gotham Center Tenant LLC
369. 8687 Melrose Avenue Tenant LLC	389. 99 High Street Tenant LLC	411. One Metropolitan Square Tenant LLC
370. 8687 Melrose Green Tenant LLC	390. Bird Investco LLC	412. Parkmerced Partner LLC
371. 88 U Place Tenant LLC	391. CD Locations, LLC	413. Play by WeWork LLC
	392. Cities by We LLC	414. Powered By We LLC
	393. Clubhouse TS LLC	415. Project Caesar LLC
		416. Project Standby I LLC



417. Prolific Interactive LLC	441. WeWork Canada GP ULC	466. WW 1161 Mission LLC
418. PxWe Facility & Asset Management Services LLC	442. WeWork Canada LP ULC	467. WW 120 E 23rd Street LLC
419. South Tryon Street Tenant LLC	443. WeWork Commons LLC	468. WW 1328 Florida Avenue LLC
420. Spacious Technologies, LLC	444. WeWork Companies U.S. LLC	469. WW 1550 Wewatta Street LLC
421. The Hub Tenant LLC	445. WeWork Companies Partner LLC	470. WW 1601 Fifth Avenue LLC
422. The We Company Management Holdings L.P.	446. WeWork Construction LLC	471. WW 1875 Connecticut LLC
423. The We Company Management LLC	447. WeWork Holdings LLC	472. WW 2015 Shattuck LLC
424. The We Company MC LLC	448. WeWork Interco LLC	473. WW 205 E 42nd Street LLC
425. The We Company PI L.P.	449. WeWork LA LLC	474. WW 210 N Green LLC
426. Waltz Merger Sub LLC	450. WeWork Labs Entity LLC	475. WW 220 NW Eighth Avenue LLC
427. We Rise Shell LLC	451. WeWork Little West 12th LLC	476. WW 222 Broadway LLC
428. We Work 154 Grand LLC	452. WeWork Magazine LLC	477. WW 2221 South Clark LLC
429. We Work 349 5th Ave LLC	453. WeWork Real Estate LLC	478. WW 240 Bedford LLC
430. We Work Management LLC	454. WeWork Services LLC	479. WW 25 Broadway LLC
431. We Work Retail LLC	455. WeWork Space Services Inc.	480. WW 26 JS Member LLC
432. WeInsure Holdco LLC	456. WeWork Space Services LLC	481. WW 312 Arizona LLC
433. Welkio LLC	457. WeWork Wellness LLC	482. WW 350 Lincoln LLC
434. WeWork 156 2nd LLC	458. WeWork Workplace LLC	483. WW 379 W Broadway LLC
435. WeWork 175 Varick LLC	459. Wildgoose I LLC	484. WW 401 Park Avenue South LLC
436. WeWork 25 Taylor LLC	460. WW 1010 Hancock LLC	485. WW 5 W 125th Street LLC
437. WeWork 261 Madison LLC	461. WW 107 Spring Street LLC	486. WW 500 Yale LLC
438. WeWork 54 West 40th LLC	462. WW 11 John LLC	487. WW 51 Melcher LLC
439. WeWork Asset Management LLC	463. WW 110 Wall LLC	488. WW 520 Broadway LLC
440. WeWork Bryant Park LLC	464. WW 111 West Illinois LLC	489. WW 535 Mission LLC
	465. WW 115 W 18th Street LLC	

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|---|--|
| 490. WW 555 West 5th Street<br>LLC              | 513. WW Project Swift<br>Development LLC |
| 491. WW 5782 Jefferson LLC                      | 514. WW Project Swift Member<br>LLC      |
| 492. WW 600 Congress LLC                        | 515. WW VendorCo LLC                     |
| 493. WW 641 S Street LLC                        | 516. WW Worldwide C.V.                   |
| 494. WW 718 7th Street LLC                      | 517. WWCO Architecture<br>Holdings LLC   |
| 495. WW 745 Atlantic LLC                        |  |
| 496. WW 79 Madison LLC                          |  |
| 497. WW 81 Prospect LLC                         |  |
| 498. WW 811 West 7th Street<br>LLC              |  |
| 499. WW 85 Broad LLC                            |  |
| 500. WW 995 Market LLC                          |  |
| 501. WW Brooklyn Navy Yard<br>LLC               |  |
| 502. WW BuildCo LLC                             |  |
| 503. WW Co-Obligor Inc.                         |  |
| 504. WW Enlightened<br>Hospitality Investor LLC |  |
| 505. WW Holdco LLC                              |  |
| 506. WW Journal Square<br>Holdings LLC          |  |
| 507. WW Journal Square<br>Member LLC            |  |
| 508. WW Onsite Services AAG<br>LLC              |  |
| 509. WW Onsite Services EXP<br>LLC              |  |
| 510. WW Onsite Services LLC                     |  |
| 511. WW Onsite Services SFI<br>LLC              |  |
| 512. WW Onsite Services SUM<br>LLC              |  |

**EXHIBIT 2**

**Form of Notice**

**KIRKLAND & ELLIS LLP**

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*Proposed Co-Counsel for Debtors and  
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*Proposed Co-Counsel for Debtors and  
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**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)

(Joint Administration Requested)

**NOTICE OF ENTRY OF  
AN ORDER (I) RESTATING AND  
ENFORCING THE WORLDWIDE AUTOMATIC STAY,  
IPSO FACTO PROTECTIONS, AND ANTI-DISCRIMINATION  
PROVISIONS OF THE BANKRUPTCY CODE, (II) APPROVING THE  
FORM AND MANNER OF NOTICE, AND (III) GRANTING RELATED RELIEF**

**PLEASE TAKE NOTICE** that on November 6, 2023, the above-captioned debtors and debtors in possession (the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for

<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’ proposed 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.

the District of New Jersey (the “Court”). The Debtors’ chapter 11 cases are pending before the Honorable John K. Sherwood, and are being jointly administered under the lead case *WeWork Inc., et al.*, Case No. 23-19865 (JKS).

**PLEASE TAKE FURTHER NOTICE** that pursuant to section 362(a) of the Bankruptcy Code, the Debtors’ filing of their respective voluntary petitions operates as a self-effectuating, statutory stay or injunction that is applicable to all entities and protects the Debtors from, among other things: (a) the commencement or continuation of a judicial, administrative, or other action or proceeding against the Debtors (i) that was or could have been commenced before the commencement of the Debtors’ cases or (ii) to recover a claim against the Debtors that arose before the commencement of the Debtors’ cases; (b) the enforcement, against the Debtors or against any property of the Debtors’ bankruptcy estates, of a judgment obtained before the commencement of the Debtors’ cases; or (c) any act to obtain possession of property of or from the Debtors’ bankruptcy estates, or to exercise control over property of the Debtors’ bankruptcy estates.<sup>2</sup>

**PLEASE TAKE FURTHER NOTICE** that pursuant to that certain *Order (I) Restating and Enforcing the Worldwide Automatic Stay, Ipso Facto Protections, and Anti-Discrimination Provisions of the Bankruptcy Code, (II) Approving the Form and Manner of Notice, and (III) Granting Related Relief* (the “Order”) [Docket No. [ ]], entered on [ ], 2023, and attached hereto as **Exhibit A**, all persons (including individuals, partnerships, corporations, and other entities, and all those acting on their behalf) wherever located, persons party to a contract or agreement with the Debtors, and governmental units, whether of the United States, any state or locality therein or any territory or possession thereof, or any foreign country (including any

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<sup>2</sup> Nothing herein shall constitute a waiver of the right to assert any claims, counterclaims, defenses, rights of setoff or recoupment, or any other claims of the Debtors against any party to the above-captioned cases. The Debtors expressly reserve the right to contest any claims that may be asserted against them.

division, department, agency, instrumentality, or service thereof, and all those acting on their behalf) are hereby put on notice that they are subject to the Order and must comply with its terms and provisions.

**PLEASE TAKE FURTHER NOTICE** that a complete list of the Debtors in these chapter 11 cases is attached to the Order as Exhibit 1.

**PLEASE TAKE FURTHER NOTICE** that any entity that seeks to assert claims, interests, causes of action, or other legal or equitable remedies against, or otherwise exercise any rights in law or equity against, the Debtors or their estates must do so in front of the Court pursuant to the Order, the Bankruptcy Code, and applicable law.

**PLEASE TAKE FURTHER NOTICE** that pursuant to the Order, any governmental agency, department, division or subdivision, or any similar governing authority is prohibited from, among other things: (a) denying, revoking, suspending, or refusing to renew any license, permit, charter, franchise, or other similar grant to the Debtors; (b) placing conditions upon such a grant to the Debtors; or (c) discriminating against the Debtors with respect to such a grant, solely because the Debtors are debtors under the Bankruptcy Code, may have been insolvent before the commencement of these chapter 11 cases, or are insolvent during the pendency of these chapter 11 cases as set forth more particularly in the Order.

**PLEASE TAKE FURTHER NOTICE** that pursuant to the Order, parties to contracts or agreements with the Debtors are prohibited from terminating or modifying such contracts or agreements because of a Debtor's bankruptcy filing, except as permitted by the Court under applicable law.

**PLEASE TAKE FURTHER NOTICE** that pursuant to sections 105(a) and 362(k) of the Bankruptcy Code and rule 9020 of the Federal Rules of Bankruptcy Procedure

(the “Bankruptcy Rules”), among other applicable substantive law and rules of procedure, any person or governmental unit seeking to assert its rights or obtain relief outside of the processes set forth in the Order, the Bankruptcy Code, and applicable law (whether in or outside of the United States) may be subject to proceedings in front of the Court for failure to comply with the Order and applicable law, including contempt proceedings that may result in fines, sanctions, and punitive damages against the entity and its assets inside the United States.

**PLEASE TAKE FURTHER NOTICE** nothing in the Order expands, enlarges, or limits the rights afforded to any party under the Bankruptcy Code, nor does the Order modify the rights provided under section 362(b) of the Bankruptcy Code, and all rights of parties in interest to assert that any action is subject, or not subject, to the automatic stay and injunction contemplated by section 362 of the Bankruptcy Code and the Order, including because of the operation of section 362(b) of the Bankruptcy Code, are preserved.

**PLEASE TAKE FURTHER NOTICE** that additional information regarding the Debtors’ chapter 11 cases, including copies of pleadings filed therein, may be obtained by accessing the Debtors’ publicly available website at <https://dm.epiq11.com/WeWork>.

Dated: [ ], 2023

/s/

---

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**SCHEDULE “M”  
SCHEDULES EXTENSION ORDER**

[Attached]

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY****Caption in Compliance with D.N.J. LBR 9004-1(b)****KIRKLAND & ELLIS LLP****KIRKLAND & ELLIS INTERNATIONAL LLP**

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Debtors in Possession*

In re:

WEWORK INC., *et al.*,Debtors.<sup>1</sup>

Chapter 11

Case No. 23-19865 (JKS)

(Joint Administration Requested)



Order Filed on November 8, 2023  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

<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' proposed 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.

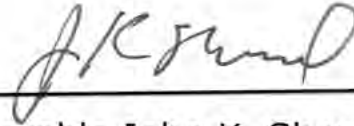
**ORDER (I) EXTENDING TIME  
TO FILE (A) SCHEDULES AND STATEMENTS  
AND (B) 2015.3 REPORTS, AND (II) GRANTING RELATED RELIEF**

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The relief set forth on the following pages, numbered three (3) through five (5), is

**ORDERED.**

**DATED: November 8, 2023**



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Honorable John K. Sherwood  
United States Bankruptcy Court

Debtors: WeWork Inc., et al.  
Case No. 23-19865 (JKS)  
Caption of Order: Order (I) Extending Time to File (A) Schedules and Statements, and (B) 2015.3 Reports, and (II) Granting Related Relief

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Upon the *Debtors' Motion Seeking Entry of an Order (I) Extending to File (A) Schedules and Statements and (B) 2015.3 Reports, and (II) Granting Related Relief* (the "Motion"),<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Order") (i) extending the deadline by which the Debtors must file the Schedules and Statements by forty-six (46) days, for a total of sixty (60) days from the Petition Date, through and including January 6, 2024 without prejudice to the Debtors' ability to request additional extensions for cause shown; and (ii) extending the deadline by which the Debtors must file the 2015.3 Reports of the Bankruptcy Rules, or to file a motion with the Court seeking a modification of such reporting requirements for cause, to the later of: (a) thirty (30) days after the 341 Meeting or (b) sixty (60) days from the Petition Date, each without prejudice to the Debtors' ability to request additional extensions; and (iii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing");

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Motion.

Debtors: WeWork Inc., *et al.*  
Case No. 23-19865 (JKS)  
Caption of Order: Order (I) Extending Time to File (A) Schedules and Statements, and  
(B) 2015.3 Reports, and (II) Granting Related Relief

---

and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** as set forth herein.
2. Pursuant to section 521 of the Bankruptcy Code and Bankruptcy Rules 1007(c) and 9006(b), the time by which the Debtors shall file the Schedules and Statements is extended by an additional forty-six (46) days beyond the fourteen-day extension provided for pursuant to Bankruptcy Rule 1007(c) through and including January 6, 2024.
3. The time within which the Debtors must file the 2015.3 Reports is extended to the later of (i) thirty (30) days after the 341 Meeting or (ii) sixty (60) days from the Petition Date. The Debtors reserve the right to file a motion with the Court seeking a modification of such reporting requirements for cause.
4. The foregoing extensions are without prejudice to the Debtors' right to file a motion with this Court seeking further extension upon showing of cause.
5. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).
6. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules and the Local Rules are satisfied by such notice.

Debtors: WeWork Inc., *et al.*  
Case No. 23-19865 (JKS)  
Caption of Order: Order (I) Extending Time to File (A) Schedules and Statements, and  
(B) 2015.3 Reports, and (II) Granting Related Relief

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7. 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 or otherwise waived.

8. Any party may move for modification of this Order in accordance with Local Rule 9013-5(e).

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

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

**SCHEDULE “N”  
JOINT ADMINISTRATION ORDER**

[Attached]

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY****Caption in Compliance with D.N.J. LBR 9004-1(b)****KIRKLAND & ELLIS LLP****KIRKLAND & ELLIS INTERNATIONAL LLP**

Edward O. Sassower, P.C.

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*Proposed Co-Counsel for Debtors and  
Debtors in Possession*

**Order Filed on November 8, 2023  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey**

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

In re:

WEWORK INC.

Debtor.<sup>1</sup>

Chapter 11

Case No. 23-19865 (JKS)

<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' proposed 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 re:  1 BEACON STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19877 (JKS)
In re:  1 BELVEDERE DRIVE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19885 (JKS)
In re:  1 GLENWOOD AVE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19893 (JKS)
In re:  1 LINCOLN STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19890 (JKS)
In re:  1 MILK STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19903 (JKS)
In re:  1 POST STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19920 (JKS)
In re:  1 SOUTH DEARBORN STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19934 (JKS)
In re:  1 UNION SQUARE WEST HQ LLC,  Debtor.	Chapter 11  Case No. 23-19955 (JKS)

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in these chapter 11 cases is WeWork Inc. c/o Epiq Corporate Restructuring, LLC 10300 SW Allen Blvd.  
Beaverton, OR 97005.

In re:  10 EAST 38TH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19969 (JKS)
In re:  10 EAST 40TH STREET HQ LLC,  Debtor.	Chapter 11  Case No. 23-19987 (JKS)
In re:  100 BAYVIEW CIRCLE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20006 (JKS)
In re:  100 BROADWAY TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20024 (JKS)
In re:  100 S STATE STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20050 (JKS)
In re:  100 SUMMER STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20063 (JKS)
In re:  10000 WASHINGTON BOULEVARD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20080 (JKS)
In re:  1001 WOODWARD AVE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20098 (JKS)
In re:  1003 EAST 4TH PLACE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20123 (JKS)

In re:  101 EAST WASHINGTON STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20142 (JKS)
In re:  101 MARIETTA STREET NORTHWEST TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20160 (JKS)
In re:  101 NORTH 1ST AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20176 (JKS)
In re:  10250 CONSTELLATION TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20193 (JKS)
In re:  1031 SOUTH BROADWAY TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20208 (JKS)
In re:  10585 SANTA MONICA BOULEVARD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20220 (JKS)
In re:  10845 GRIFFITH PEAK DRIVE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20235 (JKS)
In re:  10885 NE 4TH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20251 (JKS)
In re:  109 S 5TH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20265 (JKS)

In re:  1090 WEST PENDER STREET TENANT LP,  Debtor.	Chapter 11  Case No. 23-19873 (JKS)
In re:  10900 STONELAKE BOULEVARD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20282 (JKS)
In re:  1099 STEWART STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20296 (JKS)
In re:  11 PARK PL TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20313 (JKS)
In re:  110 110TH AVENUE NORTHEAST TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20336 (JKS)
In re:  110 CORCORAN STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20344 (JKS)
In re:  110 WALL MANAGER LLC,  Debtor.	Chapter 11  Case No. 23-20349 (JKS)
In re:  1100 15TH STREET NW TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20358 (JKS)
In re:  1100 LUDLOW STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20353 (JKS)

In re:  1100 MAIN STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20356 (JKS)
In re:  1111 BROADWAY TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20032 (JKS)
In re:  1111 WEST 6TH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20044 (JKS)
In re:  1114 W FULTON MARKET Q LLC,  Debtor.	Chapter 11  Case No. 23-20059 (JKS)
In re:  1115 BROADWAY Q LLC,  Debtor.	Chapter 11  Case No. 23-20065 (JKS)
In re:  1115 HOWELL MILL ROAD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20074 (JKS)
In re:  1115 W FULTON MARKET Q LLC,  Debtor.	Chapter 11  Case No. 23-20085 (JKS)
In re:  115 BROADWAY TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19894 (JKS)
In re:  115 EAST 23RD STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19906 (JKS)

In re:  1150 SOUTH OLIVE STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20097 (JKS)
In re:  1155 PERIMETER CENTER WEST TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20116 (JKS)
In re:  1155 WEST FULTON STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20125 (JKS)
In re:  1156 6TH AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20136 (JKS)
In re:  117 NE 1ST AVE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19916 (JKS)
In re:  1175 PEACHTREE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20148 (JKS)
In re:  11801 DOMAIN BLVD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20292 (JKS)
In re:  12 EAST 49TH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19876 (JKS)
In re:  12 SOUTH 1ST STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19882 (JKS)

In re:  120 WEST TRINITY PLACE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19933 (JKS)
In re:  1200 17TH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20157 (JKS)
In re:  1200 FRANKLIN AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20171 (JKS)
In re:  1201 3RD AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20183 (JKS)
In re:  1201 WILLS STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20196 (JKS)
In re:  1201 WILSON BLVD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20202 (JKS)
In re:  12130 MILLENNIUM DRIVE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20305 (JKS)
In re:  1240 ROSECRANS TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20212 (JKS)
In re:  125 S CLARK STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19942 (JKS)

In re:  125 WEST 25TH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19952 (JKS)
In re:  12655 JEFFERSON BLVD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20312 (JKS)
In re:  128 SOUTH TRYON STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19967 (JKS)
In re:  130 5TH AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19973 (JKS)
In re:  130 MADISON AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19981 (JKS)
In re:  130 W 42ND STREET TENANT LLC,  Debtor..	Chapter 11  Case No. 23-19991 (JKS)
In re:  1305 2ND STREET Q LLC,  Debtor.	Chapter 11  Case No. 23-20219 (JKS)
In re:  1330 LAGOON AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20227 (JKS)
In re:  1333 NEW HAMPSHIRE AVENUE NORTHWEST TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20239 (JKS)



In re:  135 E 57TH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19999 (JKS)
In re:  135 MADISON AVE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20010 (JKS)
In re:  1372 PEACHTREE STREET NE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20248 (JKS)
In re:  1389 PEACHTREE STREET NORTHWEST TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20257 (JKS)
In re:  1400 LAVACA STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20268 (JKS)
In re:  1410 BROADWAY TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20277 (JKS)
In re:  1411 4TH AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20287 (JKS)
In re:  142 W 57TH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20019 (JKS)
In re:  1430 WALNUT STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19880 (JKS)

In re:  1440 BROADWAY TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19891 (JKS)
In re:  1448 NW MARKET STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19900 (JKS)
In re:  1449 WOODWARD AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19912 (JKS)
In re:  145 W 45TH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19925 (JKS)
In re:  1450 BROADWAY TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19937 (JKS)
In re:  1453 3RD STREET PROMENADE Q LLC,  Debtor.	Chapter 11  Case No. 23-19948 (JKS)
In re:  1455 MARKET STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19964 (JKS)
In re:  1460 BROADWAY TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19974 (JKS)
In re:  148 LAFAYETTE STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19986 (JKS)

In re:  149 5TH AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19997 (JKS)
In re:  149 MADISON AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20013 (JKS)
In re:  15 WEST 27TH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20022 (JKS)
In re:  150 4TH AVE N TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20037 (JKS)
In re:  152 3RD STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20047 (JKS)
In re:  1525 11TH AVE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20061 (JKS)
In re:  1535 BROADWAY TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20096 (JKS)
In re:  154 W 14TH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20107 (JKS)
In re:  1547 9TH STREET HQ LLC,  Debtor.	Chapter 11  Case No. 23-20117 (JKS)

In re:  1557 WEST INNOVATION WAY TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20133 (JKS)
In re:  1560 BROADWAY TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20077 (JKS)
In re:  16 EAST 34TH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20146 (JKS)
In re:  160 VARICK STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20159 (JKS)
In re:  160 W SANTA CLARA ST TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20168 (JKS)
In re:  1600 7TH AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20182 (JKS)
In re:  1601 ELM STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20195 (JKS)
In re:  1601 MARKET STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20203 (JKS)
In re:  1601 VINE STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20213 (JKS)

In re:  161 AVENUE OF THE AMERICAS TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20222 (JKS)
In re:  1615 PLATTE STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20231 (JKS)
In re:  1619 BROADWAY TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20243 (JKS)
In re:  166 GEARY STREET HQ LLC,  Debtor.	Chapter 11  Case No. 23-20253 (JKS)
In re:  1660 LINCOLN STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20263 (JKS)
In re:  167 N GREEN STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20274 (JKS)
In re:  1700 LINCOLN STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20286 (JKS)
In re:  1701 RHODE ISLAND AVENUE NORTHWEST TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20298 (JKS)
In re:  1725 HUGHES LANDING BOULEVARD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20309 (JKS)

In re:  1730 MINOR AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20316 (JKS)
In re:  17300 LAGUNA CANYON ROAD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20323 (JKS)
In re:  177 E COLORADO BLVD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20329 (JKS)
In re:  1775 TYSONS BOULEVARD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20334 (JKS)
In re:  18 WEST 18TH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20339 (JKS)
In re:  180 GEARY STREET HQ LLC,  Debtor.	Chapter 11  Case No. 23-20343 (JKS)
In re:  180 SANSOME STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19881 (JKS)
In re:  1814 FRANKLIN ST Q LLC,  Debtor.	Chapter 11  Case No. 23-19910 (JKS)
In re:  18191 VON KARMAN AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19932 (JKS)

In re:  1825 SOUTH GRANT STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19957 (JKS)
In re:  1828 WALNUT ST TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19982 (JKS)
In re:  183 MADISON AVENUE Q LLC,  Debtor.	Chapter 11  Case No. 23-20005 (JKS)
In re:  1840 GATEWAY DR TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20030 (JKS)
In re:  185 MADISON AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20053 (JKS)
In re:  18691 JAMBOREE ROAD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20071 (JKS)
In re:  1875 K STREET NW TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20089 (JKS)
In re:  1881 BROADWAY HQ LLC,  Debtor.	Chapter 11  Case No. 23-20110 (JKS)
In re:  1900 MARKET STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20135 (JKS)

In re:  1900 POWELL STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20164 (JKS)
In re:  1910 NORTH OLA AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20185 (JKS)
In re:  1920 MCKINNEY AVE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20205 (JKS)
In re:  195 MONTAGUE STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-23-20223 (JKS)
In re:  199 WATER STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20238 (JKS)
In re:  2 BELVEDERE DRIVE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20258 (JKS)
In re:  2 EMBARCADERO CENTER TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20279 (JKS)
In re:  2 NORTH LASALLE STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20300 (JKS)
In re:  20 W KINZIE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20321 (JKS)



In re:  200 BERKELEY STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20340 (JKS)
In re:  200 MASSACHUSETTS AVE NW TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20351 (JKS)
In re:  200 PORTLAND TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20359 (JKS)
In re:  200 SOUTH BISCAYNE BLVD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20364 (JKS)
In re:  200 SOUTH ORANGE AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20365 (JKS)
In re:  200 SPECTRUM CENTER DRIVE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20366 (JKS)
In re:  201 SPEAR ST TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20367 (JKS)
In re:  2031 3RD AVE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20368 (JKS)

In re:  205 HUDSON STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20369 (JKS)
In re:  205 NORTH DETROIT STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20370 (JKS)
In re:  21 PENN PLAZA TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20371 (JKS)
In re:  210 N GREEN PARTNERS LLC,  Debtor.	Chapter 11  Case No. 23-20372 (JKS)
In re:  210 N GREEN PROMOTER LLC,  Debtor.	Chapter 11  Case No. 23-20373 (JKS)
In re:  2120 BERKELEY WAY TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20374 (JKS)
In re:  21255 BURBANK BOULEVARD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20375 (JKS)
In re:  214 WEST 29TH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20376 (JKS)

In re:  22 CORTLANDT STREET HQ LLC,  Debtor.	Chapter 11  Case No. 23-20377 (JKS)
In re:  2201 BROADWAY TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20378 (JKS)
In re:  221 6TH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20379 (JKS)
In re:  2211 MICHELSON DRIVE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20380 (JKS)
In re:  222 KEARNY STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20381 (JKS)
In re:  222 NORTH SEPULVEDA TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20382 (JKS)
In re:  222 S RIVERSIDE PLAZA TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19875 (JKS)
In re:  2221 PARK PLACE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19883 (JKS)

In re:  2222 PONCE DE LEON BLVD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19889 (JKS)
In re:  225 SOUTH 6TH ST TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19897 (JKS)
In re:  225 W 39TH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19904 (JKS)
In re:  229 WEST 36TH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19911 (JKS)
In re:  231 11TH AVE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19915 (JKS)
In re:  2323 DELGANY STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19924 (JKS)
In re:  24 FARNSWORTH STREET Q LLC,  Debtor.	Chapter 11  Case No. 23-19931 (JKS)
In re:  2-4 HERALD SQUARE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19935 (JKS)

In re:  2401 ELLIOTT AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19943 (JKS)
In re:  2420 17TH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19951 (JKS)
In re:  2425 EAST CAMELBACK ROAD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19956 (JKS)
In re:  245 LIVINGSTON ST Q LLC,  Debtor.	Chapter 11  Case No. 23-19966 (JKS)
In re:  25 WEST 45TH STREET HQ LLC,  Debtor.	Chapter 11  Case No. 23-19970 (JKS)
In re:  250 E 200 S TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19979 (JKS)
In re:  250 PARK AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19989 (JKS)
In re:  255 GIRALDA AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19995 (JKS)

In re:  255 GREENWICH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20004 (JKS)
In re:  255 S KING ST TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20009 (JKS)
In re:  2600 EXECUTIVE PARKWAY TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20020 (JKS)
In re:  2700 POST OAK BLVD. TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20029 (JKS)
In re:  27-01 QUEENS PLAZA NORTH TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20035 (JKS)
In re:  2755 CANYON BLVD WW TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20048 (JKS)
In re:  28 2ND STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20057 (JKS)
In re:  28 WEST 44TH STREET HQ LLC,  Debtor.	Chapter 11  Case No. 23-20069 (JKS)

In re:  29 WEST 30TH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20079 (JKS)
In re:  30 HUDSON STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19864 (JKS)
In re:  30 WALL STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20087 (JKS)
In re:  300 MORRIS STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20095 (JKS)
In re:  300 PARK AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20101 (JKS)
In re:  3000 OLYM BOULEVARD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20108 (JKS)
In re:  3000 S ROBERTSON BLVD Q LLC,  Debtor.	Chapter 11  Case No. 23-20113 (JKS)
In re:  3001 BISHOP DRIVE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20122 (JKS)

In re:  3003 WOODBRIDGE AVE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20126 (JKS)
In re:  3090 OLIVE STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20134 (JKS)
In re:  31 ST JAMES AVE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20143 (JKS)
In re:  3101 PARK BOULEVARD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20149 (JKS)
In re:  311 W 43RD STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20154 (JKS)
In re:  3120 139TH AVENUE SOUTHEAST TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20170 (JKS)
In re:  315 EAST HOUSTON TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20180 (JKS)
In re:  315 W 36TH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20188 (JKS)



In re:  316 WEST 12TH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20197 (JKS)
In re:  3200 PARK CENTER DRIVE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20204 (JKS)
In re:  3219 KNOX STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20211 (JKS)
In re:  3280 PEACHTREE ROAD NE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20217 (JKS)
In re:  33 ARCH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19886 (JKS)
In re:  33 EAST 33RD STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19896 (JKS)
In re:  33 IRVING TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19908 (JKS)
In re:  330 NORTH WABASH TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19953 (JKS)

In re:  3300 N. INTERSTATE 35 TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20224 (JKS)
In re:  332 S MICHIGAN TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19965 (JKS)
In re:  333 WEST SAN CARLOS TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19971 (JKS)
In re:  3365 PIEDMONT ROAD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20233 (JKS)
In re:  340 BRYANT STREET HQ LLC,  Debtor.	Chapter 11  Case No. 23-19980 (JKS)
In re:  345 4TH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19992 (JKS)
In re:  345 WEST 100 SOUTH TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20003 (JKS)
In re:  35 EAST 21ST STREET HQ LLC,  Debtor.	Chapter 11  Case No. 23-19918 (JKS)

In re:  353 SACRAMENTO STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20011 (JKS)
In re:  35-37 36TH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19927 (JKS)
In re:  <u>360 NW 27TH</u> STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20025 (JKS)
In re:  3600 BRIGHTON BOULEVARD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20245 (JKS)
In re:  38 WEST 21ST STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19936 (JKS)
In re:  385 5TH AVENUE Q LLC,  Debtor.	Chapter 11  Case No. 23-20033 (JKS)
In re:  3900 W ALAMEDA AVE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20250 (JKS)
In re:  391 SAN ANTONIO ROAD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20043 (JKS)

In re:  40 WATER STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19945 (JKS)
In re:  400 CALIFORNIA STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20051 (JKS)
In re:  400 CAPITOL MALL TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20058 (JKS)
In re:  400 CONCAR DRIVE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20064 (JKS)
In re:  400 LINCOLN SQUARE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20075 (JKS)
In re:  400 SPECTRUM CENTER DRIVE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20084 (JKS)
In re:  4005 MIRANDA AVE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20261 (JKS)
In re:  401 SAN ANTONIO ROAD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20092 (JKS)

In re:  404 FIFTH AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20104 (JKS)
In re:  4041 MACARTHUR BOULEVARD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20270 (JKS)
In re:  405 MATEO STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20112 (JKS)
In re:  408 BROADWAY TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20121 (JKS)
In re:  410 NORTH SCOTTSDALE ROAD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20131 (JKS)
In re:  414 WEST 14TH STREET HQ LLC,  Debtor.	Chapter 11  Case No. 23-20140 (JKS)
In re:  415 MISSION STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20152 (JKS)
In re:  419 PARK AVENUE SOUTH TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20163 (JKS)

In re:  420 5TH AVENUE Q LLC,  Debtor.	Chapter 11  Case No. 23-20169 (JKS)
In re:  420 COMMERCE STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20181 (JKS)
In re:  424-438 FIFTH AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20190 (JKS)
In re:  428 BROADWAY TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20201 (JKS)
In re:  429 LENOX AVE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20042 (JKS)
In re:  430 PARK AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20056 (JKS)
In re:  4311 11TH AVENUE NORTHEAST TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20362 (JKS)
In re:  433 HAMILTON AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20066 (JKS)

In re:  437 5TH AVENUE Q LLC,  Debtor.	Chapter 11  Case No. 23-20083 (JKS)
In re:  437 MADISON AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20099 (JKS)
In re:  44 EAST 30TH STREET HQ LLC,  Debtor.	Chapter 11  Case No. 23-19888 (JKS)
In re:  44 MONTGOMERY STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19901 (JKS)
In re:  44 WALL STREET HQ LLC,  Debtor.	Chapter 11  Case No. 23-19921 (JKS)
In re:  448 NORTH LASALLE STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20114 (JKS)
In re:  45 WEST 18TH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19944 (JKS)
In re:  450 LEXINGTON TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20128 (JKS)

In re:  460 PARK AVE SOUTH TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20145 (JKS)
In re:  460 WEST 50 NORTH TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20162 (JKS)
In re:  4635 LOUGHEED HIGHWAY TENANT LP,  Debtor.	Chapter 11  Case No. 23-19872 (JKS)
In re:  475 SANSOME ST TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20177 (JKS)
In re:  483 BROADWAY TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20194 (JKS)
In re:  49 WEST 27TH STREET HQ LLC,  Debtor.	Chapter 11  Case No. 23-19958 (JKS)
In re:  490 BROADWAY TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20206 (JKS)
In re:  50 W 28TH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19975 (JKS)



In re:  500 11TH AVE NORTH TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20230 (JKS)
In re:  500 7TH AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20215 (JKS)
In re:  501 BOYLSTON STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20241 (JKS)
In re:  501 EAST KENNEDY BOULEVARD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20254 (JKS)
In re:  501 EAST LAS OLAS BLVD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20269 (JKS)
In re:  501 EASTLAKE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20284 (JKS)
In re:  5049 EDWARDS RANCH TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20354 (JKS)
In re:  505 MAIN STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20295 (JKS)

In re:  505 PARK AVENUE Q LLC,  Debtor.	Chapter 11  Case No. 23-20306 (JKS)
In re:  50-60 FRANCISCO STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19996 (JKS)
In re:  511 W 25TH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20317 (JKS)
In re:  515 FOLSOM STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20326 (JKS)
In re:  515 N STATE STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20331 (JKS)
In re:  5161 LANKERSHIM BOULEVARD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20360 (JKS)
In re:  5215 NORTH O'CONNOR BOULEVARD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20355 (JKS)
In re:  524 BROADWAY TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20337 (JKS)

In re:  525 BROADWAY TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20348 (JKS)
In re:  53 BEACH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20014 (JKS)
In re:  540 BROADWAY Q LLC,  Debtor.	Chapter 11  Case No. 23-20352 (JKS)
In re:  545 BOYLSTON STREET Q LLC,  Debtor.	Chapter 11  Case No. 23-20357 (JKS)
In re:  546 5TH AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20361 (JKS)
In re:  550 7TH AVENUE HQ LLC,  Debtor.	Chapter 11  Case No. 23-20363 (JKS)
In re:  550 KEARNY STREET HQ LLC,  Debtor.	Chapter 11  Case No. 23-20350 (JKS)
In re:  57 E 11TH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20027 (JKS)

In re:  575 5TH AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-23-19879 (JKS)
In re:  575 LEXINGTON AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19892 (JKS)
In re:  5750 WILSHIRE BOULEVARD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19902 (JKS)
In re:  5960 BERKSHIRE LANE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19913 (JKS)
In re:  599 BROADWAY TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19926 (JKS)
In re:  6 EAST 32ND STREET WW Q LLC,  Debtor.	Chapter 11  Case No. 23-19949 (JKS)
In re:  600 B STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19961 (JKS)
In re:  600 CALIFORNIA STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19977 (JKS)
In re:  600 H APOLLO TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19988 (JKS)

In re:  6001 CASS AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19998 (JKS)
In re:  601 SOUTH FIGUEROA STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20012 (JKS)
In re:  606 BROADWAY TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20023 (JKS)
In re:  609 5TH AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20038 (JKS)
In re:  609 GREENWICH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20049 (JKS)
In re:  609 MAIN STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20060 (JKS)
In re:  611 NORTH BRAND BOULEVARD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20070 (JKS)
In re:  615 S. TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20082 (JKS)
In re:  625 MASSACHUSETTS TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20093 (JKS)

In re:  625 WEST ADAMS STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20105 (JKS)
In re:  63 MADISON AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20119 (JKS)
In re:  65 EAST STATE STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20132 (JKS)
In re:  650 CALIFORNIA STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20147 (JKS)
In re:  6543 SOUTH LAS VEGAS BOULEVARD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20161 (JKS)
In re:  655 15TH STREET NW TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20173 (JKS)
In re:  655 MONTGOMERY ST TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20187 (JKS)
In re:  655 NEW YORK AVENUE NORTHWEST TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20199 (JKS)
In re:  660 J STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20209 (JKS)

In re:  660 NORTH CAPITOL ST NW TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20225 (JKS)
In re:  6655 TOWN SQUARE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20242 (JKS)
In re:  67 IRVING PLACE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20256 (JKS)
In re:  6900 NORTH DALLAS PARKWAY TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20271 (JKS)
In re:  695 TOWN CENTER DRIVE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20285 (JKS)
In re:  7 WEST 18TH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20297 (JKS)
In re:  700 2 STREET SOUTHWEST TENANT LP,  Debtor.	Chapter 11  Case No. 23-19871 (JKS)
In re:  700 K STREET NW TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20327 (JKS)
In re:  700 NORTH MIAMI TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20335 (JKS)

In re:  <u>700 SW 5TH</u> TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20341 (JKS)
In re:  708 MAIN ST TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20345 (JKS)
In re:  71 5TH AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20311 (JKS)
In re:  71 STEVENSON STREET Q LLC,  Debtor.	Chapter 11  Case No. 23-20319 (JKS)
In re:  711 ATLANTIC AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20347 (JKS)
In re:  725 PONCE DE LEON AVE NE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20228 (JKS)
In re:  7272 WISCONSIN AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20240 (JKS)
In re:  729 WASHINGTON AVE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20232 (JKS)
In re:  7300 DALLAS PARKWAY TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19884 (JKS)



In re:  731 SANSOME STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19898 (JKS)
In re:  75 ARLINGTON STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19909 (JKS)
In re:  75 E SANTA CLARA STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19919 (JKS)
In re:  75 ROCK PLZ TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19929 (JKS)
In re:  750 LEXINGTON AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19940 (JKS)
In re:  750 WHITE PLAINS ROAD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19947 (JKS)
In re:  755 SANSOME STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19962 (JKS)
In re:  756 W PEACHTREE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19978 (JKS)
In re:  77 SANDS TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19990 (JKS)

In re:  77 SANDS WW CORPORATE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20000 (JKS)
In re:  77 SLEEPER STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20015 (JKS)
In re:  7761 GREENHOUSE RD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20026 (JKS)
In re:  777 6TH STREET NW TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20041 (JKS)
In re:  <u>78 SW 7TH</u> STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20054 (JKS)
In re:  8 W 40TH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20062 (JKS)
In re:  80 M STREET SE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20072 (JKS)
In re:  800 BELLEVUE WAY TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20078 (JKS)
In re:  800 MARKET STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20088 (JKS)

In re:  800 NORTH HIGH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20100 (JKS)
In re:  801 B. SPRINGS ROAD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20111 (JKS)
In re:  808 WILSHIRE BOULEVARD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20120 (JKS)
In re:  820 18TH AVE SOUTH TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20127 (JKS)
In re:  821 17TH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20139 (JKS)
In re:  83 MAIDEN LANE Q LLC,  Debtor.	Chapter 11  Case No. 23-20150 (JKS)
In re:  830 BRICKELL PLAZA TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20158 (JKS)
In re:  830 NE HOLLADAY STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20167 (JKS)
In re:  8305 SUNSET BOULEVARD HQ LLC,  Debtor.	Chapter 11  Case No. 23-20179 (JKS)

In re:  8687 MELROSE AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20192 (JKS)
In re:  8687 MELROSE GREEN TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20200 (JKS)
In re:  88 U PLACE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20207 (JKS)
In re:  880 3RD AVE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20214 (JKS)
In re:  881 PEACHTREE STREET NORTHEAST TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20221 (JKS)
In re:  8910 UNIVERSITY CENTER LANE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20226 (JKS)
In re:  90 SOUTH 400 WEST TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20234 (JKS)
In re:  901 NORTH GLEBE ROAD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20244 (JKS)
In re:  901 WOODLAND ST TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20252 (JKS)

In re:  902 BROADWAY TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20264 (JKS)
In re:  920 5TH AVE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20273 (JKS)
In re:  <u>920 SW 6TH AVENUE</u> TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20283 (JKS)
In re:  9200 TIMPANOGOS HIGHWAY TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20291 (JKS)
In re:  925 4TH AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20299 (JKS)
In re:  925 N LA BREA AVE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20304 (JKS)
In re:  9670416 CANADA INC.,  Debtor.	Chapter 11  Case No. 23-19870 (JKS)
In re:  9777 WILSHIRE BOULEVARD Q LLC,  Debtor.	Chapter 11  Case No. 23-19907 (JKS)
In re:  980 6TH AVENUE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19895 (JKS)

In re:  9830 WILSHIRE BOULEVARD TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19917 (JKS)
In re:  99 CHAUNCY STREET Q LLC,  Debtor.	Chapter 11  Case No. 23-19878 (JKS)
In re:  99 HIGH STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-19887 (JKS)
In re:  BIRD INVESTCO LLC,  Debtor.	Chapter 11  Case No. 23-19928 (JKS)
In re:  CD LOCATIONS, LLC,  Debtor.	Chapter 11  Case No. 23-19939 (JKS)
In re:  CITIES BY WE LLC,  Debtor.	Chapter 11  Case No. 23-19950 (JKS)
In re:  CLUBHOUSE TS LLC,  Debtor.	Chapter 11  Case No. 23-19963 (JKS)
In re:  COMMON COFFEE, LLC,  Debtor.	Chapter 11  Case No. 23-19972 (JKS)
In re:  COMMON DESK DAYMAKER LLC,  Debtor.	Chapter 11  Case No. 23-19983 (JKS)

In re:  COMMON DESK DE, LLC,  Debtor.	Chapter 11  Case No. 23-19994 (JKS)
In re:  COMMON DESK HOLDINGS LLC,  Debtor.	Chapter 11  Case No. 23-20007 (JKS)
In re:  COMMON DESK OC, LLC,  Debtor.	Chapter 11  Case No. 23-20018 (JKS)
In re:  COMMON DESK OPERATIONS LLC,  Debtor.	Chapter 11  Case No. 23-20031 (JKS)
In re:  COMMON DESK WEST 7TH, LLC,  Debtor.	Chapter 11  Case No. 23-20040 (JKS)
In re:  CREATOR FUND MANAGING MEMBER LLC,  Debtor.	Chapter 11  Case No. 23-20052 (JKS)
In re:  EUCLID LLC,  Debtor.	Chapter 11  Case No. 23-19899 (JKS)
In re:  EUCLID WW HOLDINGS INC.,  Debtor.	Chapter 11  Case No. 23-20090 (JKS)
In re:  FIELDLENS LLC,  Debtor.	Chapter 11  Case No. 23-20073 (JKS)

In re:  FIVE HUNDRED FIFTH AVENUE HQ LLC,  Debtor.	Chapter 11  Case No. 23-20103 (JKS)
In re:  INSURANCE SERVICES BY WEWORK LLC,  Debtor.	Chapter 11  Case No. 23-19922 (JKS)
In re:  LEGACY TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20129 (JKS)
In re:  MAILROOM BAR AT 110 WALL LLC,  Debtor.	Chapter 11  Case No. 23-20141 (JKS)
In re:  MISSIONU PBC,  Debtor.	Chapter 11  Case No. 23-20153 (JKS)
In re:  ONE GOTHAM CENTER TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20165 (JKS)
In re:  ONE METROPOLITAN SQUARE TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20174 (JKS)
In re:  PARKMERCED PARTNER LLC,  Debtor.	Chapter 11  Case No. 23-20186 (JKS)
In re:  PLAY BY WEWORK LLC,  Debtor.	Chapter 11  Case No. 23-20198 (JKS)



In re:  POWERED BY WE LLC,  Debtor.	Chapter 11  Case No. 23-20210 (JKS)
In re:  PROJECT CAESAR LLC,  Debtor.	Chapter 11  Case No. 23-20218 (JKS)
In re:  PROJECT STANDBY I LLC,  Debtor.	Chapter 11  Case No. 23-20229 (JKS)
In re:  PROLIFIC INTERACTIVE LLC,  Debtor.	Chapter 11  Case No. 23-20237 (JKS)
In re:  PXWE FACILITY & ASSET MANAGEMENT SERVICES LLC,  Debtor.	Chapter 11  Case No. 23-20246 (JKS)
In re:  SOUTH TRYON STREET TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20259 (JKS)
In re:  SPACIOUS TECHNOLOGIES, LLC,  Debtor.	Chapter 11  Case No. 23-20266 (JKS)
In re:  THE HUB TENANT LLC,  Debtor.	Chapter 11  Case No. 23-20276 (JKS)
In re:  THE WE COMPANY MANAGEMENT HOLDINGS L.P.,  Debtor.	Chapter 11  Case No. 23-20342 (JKS)

In re:  THE WE COMPANY MANAGEMENT LLC,  Debtor.	Chapter 11  Case No. 23-19905 (JKS)
In re:  THE WE COMPANY MC LLC,  Debtor.	Chapter 11  Case No. 23-20346 (JKS)
In re:  THE WE COMPANY PI L.P.,  Debtor.	Chapter 11  Case No. 23-19914 (JKS)
In re:  WALTZ MERGER SUB LLC,  Debtor.	Chapter 11  Case No. 23-20288 (JKS)
In re:  WE RISE SHELL LLC,  Debtor.	Chapter 11  Case No. 23-20294 (JKS)
In re:  WE WORK 154 GRAND LLC,  Debtor.	Chapter 11  Case No. 23-20303 (JKS)
In re:  WE WORK 349 5TH AVE LLC,  Debtor.	Chapter 11  Case No. 23-20310 (JKS)
In re:  WE WORK MANAGEMENT LLC,  Debtor.	Chapter 11  Case No. 23-20318 (JKS)
In re:  WE WORK RETAIL LLC,  Debtor.	Chapter 11  Case No. 23-20324 (JKS)

In re:  WEINSURE HOLDCO LLC,  Debtor.	Chapter 11  Case No. 23-20330 (JKS)
In re:  WELKIO LLC,  Debtor.	Chapter 11  Case No. 23-19941 (JKS)
In re:  WEWORK 156 2ND LLC,  Debtor.	Chapter 11  Case No. 23-20002 (JKS)
In re:  WEWORK 175 VARICK LLC,  Debtor.	Chapter 11  Case No. 23-20017 (JKS)
In re:  WEWORK 25 TAYLOR LLC,  Debtor.	Chapter 11  Case No. 23-19960 (JKS)
In re:  WEWORK 261 MADISON LLC,  Debtor.	Chapter 11  Case No. 23-20036 (JKS)
In re:  WEWORK 54 WEST 40TH LLC,  Debtor.	Chapter 11  Case No. 23-19984 (JKS)
In re:  WEWORK ASSET MANAGEMENT LLC,  Debtor.	Chapter 11  Case No. 23-20045 (JKS)
In re:  WEWORK BRYANT PARK LLC,  Debtor.	Chapter 11  Case No. 23-20068 (JKS)

In re:  WEWORK CANADA GP ULC,  Debtor.	Chapter 11  Case No. 23-19866 (JKS)
In re:  WEWORK CANADA LP ULC,  Debtor.	Chapter 11  Case No. 23-19867 (JKS)
In re:  WEWORK COMMONS LLC,  Debtor.	Chapter 11  Case No. 23-20076 (JKS)
In re:  WEWORK COMPANIES U.S. LLC,  Debtor.	Chapter 11  Case No. 23-19874 (JKS)
In re:  WEWORK COMPANIES PARTNER LLC,  Debtor.	Chapter 11  Case No. 23-19923 (JKS)
In re:  WEWORK CONSTRUCTION LLC,  Debtor.	Chapter 11  Case No. 23-20091 (JKS)
In re:  WEWORK HOLDINGS LLC,  Debtor.	Chapter 11  Case No. 23-20106 (JKS)
In re:  WEWORK INTERCO LLC,  Debtor.	Chapter 11  Case No. 23-20118 (JKS)
In re:  WEWORK LA LLC,  Debtor.	Chapter 11  Case No. 23-20138 (JKS)

In re:  WEWORK LABS ENTITY LLC,  Debtor.	Chapter 11  Case No. 23-20155 (JKS)
In re:  WEWORK LITTLE WEST 12TH LLC,  Debtor.	Chapter 11  Case No. 23-20178 (JKS)
In re:  WEWORK MAGAZINE LLC,  Debtor.	Chapter 11  Case No. 23-20189 (JKS)
In re:  WEWORK REAL ESTATE LLC,  Debtor.	Chapter 11  Case No. 23-20216 (JKS)
In re:  WEWORK SERVICES LLC,  Debtor.	Chapter 11  Case No. 23-20236 (JKS)
In re:  WEWORK SPACE SERVICES INC.,  Debtor.	Chapter 11  Case No. 23- 20249 (JKS)
In re:  WEWORK SPACE SERVICES LLC,  Debtor.	Chapter 11  Case No. 23-20260 (JKS)
In re:  WEWORK WELLNESS LLC,  Debtor.	Chapter 11  Case No. 23-20333 (JKS)
In re:  WEWORK WORKPLACE LLC,  Debtor.	Chapter 11  Case No. 23-20272 (JKS)

In re:  WILDGOOSE I LLC,  Debtor.	Chapter 11  Case No. 23-20280 (JKS)
In re:  WW 1010 HANCOCK LLC,  Debtor.	Chapter 11  Case No. 23-20281 (JKS)
In re:  WW 107 SPRING STREET LLC,  Debtor.	Chapter 11  Case No. 23-20308 (JKS)
In re:  WW 11 JOHN LLC,  Debtor.	Chapter 11  Case No. 23-20290 (JKS)
In re:  WW 110 WALL LLC,  Debtor.	Chapter 11  Case No. 23-20315 (JKS)
In re:  WW 111 WEST ILLINOIS LLC,  Debtor.	Chapter 11  Case No. 23-20322 (JKS)
In re:  WW 115 W 18TH STREET LLC,  Debtor.	Chapter 11  Case No. 23-20328 (JKS)
In re:  WW 1161 MISSION LLC,  Debtor.	Chapter 11  Case No. 23-20289 (JKS)
In re:  WW 120 E 23RD STREET LLC,  Debtor.	Chapter 11  Case No. 23-20332 (JKS)

In re:  WW 1328 FLORIDA AVENUE LLC,  Debtor.	Chapter 11  Case No. 23-20293 (JKS)
In re:  WW 1550 WEWATTA STREET LLC,  Debtor.	Chapter 11  Case No. 23-20302 (JKS)
In re:  WW 1601 FIFTH AVENUE LLC,  Debtor.	Chapter 11  Case No. 23-20307 (JKS)
In re:  WW 1875 CONNECTICUT LLC,  Debtor.	Chapter 11  Case No. 23-20314 (JKS)
In re:  WW 2015 SHATTUCK LLC,  Debtor.	Chapter 11  Case No. 23-20320 (JKS)
In re:  WW 205 E 42ND STREET LLC,  Debtor.	Chapter 11  Case No. 23-20247 (JKS)
In re:  WW 210 N GREEN LLC,  Debtor.	Chapter 11  Case No. 23-20255 (JKS)
In re:  WW 220 NW EIGHTH AVENUE LLC,  Debtor.	Chapter 11  Case No. 23-20262 (JKS)
In re:  WW 222 BROADWAY LLC,  Debtor.	Chapter 11  Case No. 23-20267 (JKS)

In re:  WW 2221 SOUTH CLARK LLC,  Debtor.	Chapter 11  Case No. 23-20325 (JKS)
In re:  WW 240 BEDFORD LLC,  Debtor.	Chapter 11  Case No. 23-20275 (JKS)
In re:  WW 25 BROADWAY LLC,  Debtor.	Chapter 11  Case No. 23-20301 (JKS)
In re:  WW 26 JS MEMBER LLC,  Debtor.	Chapter 11  Case No. 23-19938 (JKS)
In re:  WW 312 ARIZONA LLC,  Debtor.	Chapter 11  Case No. 23-19976 (JKS)
In re:  WW 350 LINCOLN LLC,  Debtor.	Chapter 11  Case No. 23-19985 (JKS)
In re:  WW 379 W BROADWAY LLC,  Debtor.	Chapter 11  Case No. 23-19993 (JKS)
In re:  WW 401 PARK AVENUE SOUTH LLC,  Debtor.	Chapter 11  Case No. 23-20001 (JKS)
In re:  WW 5 W 125TH STREET LLC,  Debtor.	Chapter 11  Case No. 23-19930 (JKS)



In re:  WW 500 YALE LLC,  Debtor.	Chapter 11  Case No. 23-20008 (JKS)
In re:  WW 51 MELCHER LLC,  Debtor.	Chapter 11  Case No. 23-19946 (JKS)
In re:  WW 520 BROADWAY LLC,  Debtor.	Chapter 11  Case No. 23-20016 (JKS)
In re:  WW 535 MISSION LLC,  Debtor.	Chapter 11  Case No. 23-20021 (JKS)
In re:  WW 555 WEST 5TH STREET LLC,  Debtor.	Chapter 11  Case No. 23-20028 (JKS)
In re:  WW 5782 JEFFERSON LLC,  Debtor.	Chapter 11  Case No. 23-20086 (JKS)
In re:  WW 600 CONGRESS LLC,  Debtor.	Chapter 11  Case No. 23-20034 (JKS)
In re:  WW 641 S STREET LLC,  Debtor.	Chapter 11  Case No. 23-20039 (JKS)
In re:  WW 718 7TH STREET LLC,  Debtor.	Chapter 11  Case No. 23-20046 (JKS)

In re:  WW 745 ATLANTIC LLC,  Debtor.	Chapter 11  Case No. 23-20055 (JKS)
In re:  WW 79 MADISON LLC,  Debtor.	Chapter 11  Case No. 23-19954 (JKS)
In re:  WW 81 PROSPECT LLC,  Debtor.	Chapter 11  Case No. 23-19959 (JKS)
In re:  WW 811 WEST 7TH STREET LLC,  Debtor.	Chapter 11  Case No. 23-20067 (JKS)
In re:  WW 85 BROAD LLC,  Debtor.	Chapter 11  Case No. 23-19968 (JKS)
In re:  WW 995 MARKET LLC,  Debtor.	Chapter 11  Case No. 23-20081 (JKS)
In re:  WW BROOKLYN NAVY YARD LLC,  Debtor.	Chapter 11  Case No. 23-20094 (JKS)
In re:  WW BUILDCO LLC,  Debtor.	Chapter 11  Case No. 23-20102 (JKS)
In re:  WW CO-OBLIGOR INC.,  Debtor.	Chapter 11  Case No. 23-20109 (JKS)

In re:  WW ENLIGHTENED HOSPITALITY INVESTOR LLC,  Debtor.	Chapter 11  Case No. 23-20115 (JKS)
In re:  WW HOLDCO LLC,  Debtor.	Chapter 11  Case No. 23-20338 (JKS)
In re:  WW JOURNAL SQUARE HOLDINGS LLC,  Debtor.	Chapter 11  Case No. 23-20124 (JKS)
In re:  WW JOURNAL SQUARE MEMBER LLC,  Debtor.	Chapter 11  Case No. 23-20130 (JKS)
In re:  WW ONSITE SERVICES AAG LLC,  Debtor.	Chapter 11  Case No. 23-20137 (JKS)
In re:  WW ONSITE SERVICES EXP LLC,  Debtor.	Chapter 11  Case No. 23-20144 (JKS)
In re:  WW ONSITE SERVICES LLC,  Debtor.	Chapter 11  Case No. 23-20151 (JKS)
In re:  WW ONSITE SERVICES SFI LLC,  Debtor.	Chapter 11  Case No. 23-20156 (JKS)
In re:  WW ONSITE SERVICES SUM LLC,  Debtor.	Chapter 11  Case No. 23-20166 (JKS)

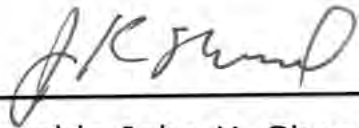
In re:		
WW PROJECT SWIFT DEVELOPMENT LLC,	Chapter 11	
Debtor.	Case No. 23-20175 (JKS)	
In re:		
WW PROJECT SWIFT MEMBER LLC,	Chapter 11	
Debtor.	Case No. 23-20278 (JKS)	
In re:		
WW VENDORCO LLC,	Chapter 11	
Debtor.	Case No. 23-20184 (JKS)	
In re:		
WW WORLDWIDE C.V.,	Chapter 11	
Debtor.	Case No. 23-19868 (JKS)	
In re:		
WWCO ARCHITECTURE HOLDINGS LLC,	Chapter 11	
Debtor.	Case No. 23-20191 (JKS)	

**ORDER (I) DIRECTING JOINT ADMINISTRATION OF  
CHAPTER 11 CASES AND (II) GRANTING RELATED RELIEF**

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The relief set forth on the following pages, numbered sixty-two (62) through sixty-four (64), is **ORDERED**.

**DATED: November 8, 2023**

  
 Honorable John K. Sherwood  
 United States Bankruptcy Court

Debtors: WeWork Inc., *et al.*  
Case No. 23-19865 (JFK)  
Caption of Order: Order (I) Directing Joint Administration of Chapter 11 Cases and  
(II) Granting Related Relief

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Upon the Debtors' Motion for Entry of an Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief (the "Motion"),<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Order") (a) authorizing, but not directing, the Debtors to procedurally consolidate and jointly administer these chapter 11 cases; and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** as set forth herein.
2. The above-captioned cases hereby are jointly administrated by this Court for procedural purposes only.

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Motion.

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Debtors: WeWork Inc., *et al.*

Case No. 23-19865 (JKS)

Caption of Order: Order (I) Directing Joint Administration of Chapter 11 Cases and  
(II) Granting Related Relief

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3. Nothing contained in the Motion or this Order shall be deemed or construed as directing or otherwise effecting a substantive consolidation of these chapter 11 cases, and this Order shall be without prejudice to the rights of the Debtors to seek entry of an order substantively consolidating their respective cases.

4. The Debtors shall maintain, and the Clerk of the United States Bankruptcy Court for the District of New Jersey shall keep, one consolidated docket, one file, and one consolidated service list for these chapter 11 cases.

5. All pleadings, papers, and documents filed in the Lead Case shall bear the caption as shown in **Exhibit 1** attached hereto.

6. The caption shown in **Exhibit 1** attached hereto satisfies the requirements set forth in section 342(c)(1) of the Bankruptcy Code.

7. All lists, schedules, and statements shall be filed and docketed in the specific Debtor's case to which they are applicable.

8. Any party in interest may request joint hearings on matters pending in any of these chapter 11 cases.

9. If pleadings, papers, or documents have been filed in any of the above-captioned cases other than the Lead Case prior to the entry of this Order, and those matters have not yet been heard and decided, the party who filed the pleading, paper, or document shall (i) refile the pleading, paper, or document in the Lead Case within three (3) business days of the entry of this Order, (ii) set the pleading, paper, or document for hearing before the judge assigned to the Lead Case, and (iii) notice the hearing to all appropriate parties.

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Debtors: WeWork Inc., *et al.*

Case No. 23-19865 (JKS)

Caption of Order: Order (I) Directing Joint Administration of Chapter 11 Cases and  
(II) Granting Related Relief

---

10. The Clerk shall file a copy of this order in the Lead Case and each of the affiliated Debtor cases.

11. The Debtors shall file individual monthly operating reports for each Debtor and such reports shall be docketed in the Lead Case.

12. 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 or otherwise waived.

13. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Local Rules are satisfied by such notice.

14. Any party may move for modification of this Order in accordance with Local Rule 9013-5(e).

15. A true copy of this Order shall be served on all required parties pursuant to Local Rule 9013-5(f).

16. This Order shall be effective immediately upon entry.

17. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

**Exhibit 1**

**Case Caption**



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Debtors in Possession*

*Proposed 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)

<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' proposed 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.

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF 9670416 CANADA INC., WEWORK CANADA GP ULC AND WEWORK CANADA LP ULC**

**APPLICATION OF WEWORK INC. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

Applicant

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**SUPPLEMENTAL ORDER  
(FOREIGN MAIN PROCEEDING)**

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