

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

This AGREEMENT AND PLAN OF MERGER (as may be amended from time to time, this “Agreement”) is made and entered into as of March 5, 2018, by and among WeWork Companies Inc., a Delaware corporation (“Parent”), Paddington Merger Subsidiary I Inc., a Delaware corporation and a direct wholly owned Subsidiary of Parent (“Merger Sub I”), Paddington Merger Subsidiary II LLC, a New York limited liability company and a direct wholly owned Subsidiary of Parent (“Merger Sub II”), Conductor, Inc., a Delaware corporation (the “Company”), and Shareholder Representative Services LLC, a Colorado limited liability company, solely in its capacity as representative, agent and attorney in fact for the Company Stockholders (in such capacity, the “Stockholder Representative” and, together with Parent, Merger Sub I, Merger Sub II, the Company and each Company Stockholder who executes this Agreement pursuant to a Merger Joinder, the “Parties”).

RECITALS

WHEREAS, the acquisition of the Company by Parent shall be effected through (i) first, the merger of Merger Sub I with and into the Company in accordance with the terms of this Agreement and the DGCL, upon consummation of which Merger Sub I will cease to exist and the Company shall become a wholly owned subsidiary of Parent (the “First Merger”), and, (ii) second, as part of the same overall transaction, the merger of the Company, as the surviving entity of the First Merger, with and into Merger Sub II, upon consummation of which the Company will cease to exist (the “Second Merger” and, collectively or in seriatim with the First Merger, as appropriate, the “Merger”), in each case and in all respects in accordance with this Agreement and the DGCL;

WHEREAS, for U.S. federal income Tax purposes, it is intended that the First Merger and the Second Merger contemplated herein, taken together, shall qualify as a reorganization within the meaning of Section 368(a) of the Code;

WHEREAS, the board of directors of the Company has unanimously, upon the terms and subject to the conditions set forth herein, (a) declared that this Agreement and the transactions contemplated hereby, including the Merger, are advisable, fair to and in the best interests of the Company and the Company Stockholders, (b) approved the execution, delivery and performance of this Agreement by the Company and the consummation by the Company of the Merger and the other transactions contemplated by this Agreement, (c) directed that the adoption of this Agreement and the approval of the transactions contemplated hereby, including the Merger, be submitted to the Company Stockholders for their adoption and approval and (d) recommended that the Company Stockholders adopt this Agreement and approve the transactions contemplated hereby, including the Merger; and

WHEREAS, in connection with the execution of this Agreement, and as a condition of the willingness of Parent to enter into this Agreement, each Company Stockholder listed on Schedule 2 has, on the date hereof, executed and delivered to Parent, to take effect at and contingent upon the Closing, a Proxy and Joinder Agreement, in the form attached as Exhibit A (each, a “Proxy and Joinder”).

NOW, THEREFORE, in consideration of the foregoing Recitals and the representations, warranties, covenants and agreements set forth in this Agreement, and intending to be legally bound by this Agreement, the Parties agree as follows: