

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

SONDER HOLDINGS INC.<sup>1</sup>, *et al.*,

Debtors.

Chapter 7

Case No. 25-12040 (KBO)

**ORDER APPROVING MOTION OF JAMI NIMEROFF, INTERIM CHAPTER 7 TRUSTEE  
OF THE DEBTORS' ESTATES FOR ENTRY OF AN ORDER: (I) APPROVING THE FORM  
AND MANNER OF PROPOSED BIDDING PROCEDURES; (II) APPROVING ASSUMPTION AND  
ASSIGNMENT PROCEDURES; (III) AUTHORIZING THE SALE OF CERTAIN OF THE  
DEBTORS' UNEXPIRED REAL PROPERTY LEASES FREE AND CLEAR;  
AND (IV) GRANTING RELATED RELIEF**

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Upon the motion (the “Motion”)<sup>2</sup> of Jami Nimeroff, Esquire (the “Trustee”), the court-appointed, interim chapter 7 trustee for the estates of Sonder Holdings Inc. and its affiliated debtors (the “Debtors”) in the above-captioned bankruptcy cases (collectively, the “Bankruptcy Case”) for entry of an order (this “Order”) pursuant to sections 105, 363, 365, 503 and 507 of title 11 of the Bankruptcy Code, Rules 2002 and 6004 of the Bankruptcy Rules and Rules 2002-1 and 6004-1 of the Local Rules seeking, among other things, approval of the Bidding Procedures hereto as **Exhibit A**, approval of the Assumption and Assignment Procedures set forth in the Motion and related Assignment and Cure Notice attached hereto as **Exhibit B**, including the forms of Assumption and Assignment Agreement and Lease Termination Agreement attached hereto as **Exhibits C** and **D**

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<sup>1</sup> The Debtors in these Chapter 7 cases, along with the last four digits of their federal tax identification numbers, are Sonder Holdings, Inc. (7088), Sonder Germany GMBH (NONE), Sonder Group Holdings LLC (NONE), Sonder Guest Services LLC (3210), Sonder Holdings LLC (5746), Sonder Hospitality Holdings LLC (NONE), Sonder Hospitality USA Inc. (8502), Sonder Partner Co. (5584), Sonder Technology Inc. (4436) and Sonder USA Inc. (1947). The Chapter 7 Trustee’s mailing address is Jami B. Nimeroff, Chapter 7 Trustee, 919 North Market Street, Suite 420, Wilmington, DE 19801.

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

respectively, authorizing and approving the Sale Notice attached hereto as **Exhibit E** and the form and manner of notice thereof, and granting related relief, all as more fully set forth in the Motion; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; 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 relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Trustee's notice of the Motion and opportunity for a hearing on the Motion and no other notice need be provided; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before the Court (the "Hearing"), if any; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing 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 FOUND AND DETERMINED THAT:<sup>3</sup>**

A. The United States Bankruptcy Court for the District of Delaware has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29,

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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 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.

2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The statutory and legal predicates for the relief requested in the Motion are sections 105(a), 363, 365, 503, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, 9008, and 9014, and Local Rules 2002-1, 6004-1, and 9013-1.

C. The Trustee has demonstrated that good and sufficient notice of the relief granted by this Order has been given and no further notice is required except as otherwise provided for herein. A reasonable opportunity to object or be heard regarding the relief granted by this Order has been afforded to those parties entitled to notice pursuant to Bankruptcy Rule 2002 and all other interested parties.

D. The Sale Notice, in substantially in the form attached hereto as **Exhibit E**, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of this Order, the Bidding Procedures, the auction for the Assets (the "Auction"), if any, the Sale, and the Sale Hearing, and any and all objection deadlines related thereto, and no other or further notice is required of the foregoing.

E. The Bidding Procedures are: (a) fair, reasonable, and appropriate; and (b) designed to maximize recovery with respect to the Sale Transaction, as determined by the Trustee in her sound business judgment. The Bidding Procedures are reasonably designed to promote a competitive and robust bidding process to generate the greatest level of interest in the Assets and produce the highest or otherwise best offer(s) for such Assets.

F. The Assumption and Assignment Procedures provided for herein, the Assignment and Cure Notice, the Assumption and Assignment Agreement and Lease Termination Agreement, are each fair, reasonable and appropriate and consistent with the provisions of section 365 of the

Bankruptcy Code and Bankruptcy Rule 6006. The Assumption and Assignment Procedures and the Assignment and Cure Notice have each been tailored to provide an adequate opportunity for all Contract Counterparties to assert any Assignment and Cure Objections.

G. The Trustee has articulated good and sufficient business reasons for this Court to approve (i) the Bidding Procedures, including the scheduling of the Sale Hearing; and (ii) the establishment of the Assumption and Assignment Procedures.

H. No further notice beyond that described in the foregoing paragraphs is required in connection with the Sale Hearing or any Sale Transaction.

I. Entry of this Order is in the best interests of the Debtors, their estates, their creditors, and all other interested parties.

**NOW, THEREFORE, IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED as set forth herein.
2. All objections to the Motion or the relief provided herein, as they pertain to the entry of this Order, that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are hereby overruled and denied on the merits
3. The Bidding Procedures attached hereto as **Exhibit A** are incorporated herein and approved and shall apply with respect to the Sale. The Trustee and its professionals are authorized to take all reasonable actions necessary or appropriate to implement the Bidding Procedures. The procedures and requirements set forth in the Bidding Procedures, including those associated with submitting a Qualified Bid, are fair, reasonable and appropriate, and are designed to maximize recoveries for the benefit of the Debtors' estates, creditors, and other parties in interest
4. The Trustee, after providing notice to the Notice Parties (as defined in the Bidding Procedures) shall have the right to modify the Bidding Procedures at or before the Sale Hearing, including to extend the deadlines set forth herein; modify bidding increments; waive terms and

conditions with respect to any potential bidder or Qualified Bidder; and adjourn, postpone, or cancel the Sale Hearing.

5. The Trustee is authorized to conduct the bidding process in accordance with the Bidding Procedures and the terms hereof without the necessity of complying with any state or local bulk transfer laws or requirements applicable to the Trustee.

6. The Bidding Procedures shall apply to the Potential Bidders, the Qualified Bidders, the submission, receipt, and analysis of all bids relating to the Sale, and the conduct of the Sale and the Auction.

7. The following Assumption and Assignment Procedures shall govern the assumption and assignment of the Contracts in connection with the Sale and any objections related thereto:

- (a) the Trustee will file and serve, via first class mail (at the address listed in the Assignment and Cure Notice) and/or email (to the extent email is reasonably known), the Assignment and Cure Notice<sup>4</sup>, in the form attached hereto as **Exhibit B** on all counterparties (the “Contract Counterparties”) to the executory contracts and unexpired leases with the Debtors that are identified on **Schedule 1** attached thereto (the “Contracts”) of the proposed assumption and assignment of the Contracts and their counsel of record, if known;
- (b) the Schedule 1 attached to the Assignment and Cure Notice will also include the proposed cure amounts (the “Cure Amounts”), if any, with respect to each of the Contracts;
- (c) the Assignment and Cure Notice shall notify the applicable Contract Counterparties of the potential assumption and assignment of the Contracts to a potential Bidder in connection with the Sale Transaction, and contain the following information: (i) a list of Contracts that are identified on the **Schedule 1** attached thereto; (ii) the applicable Contract Counterparties; and (iii) the Trustee’s good faith estimate of the proposed amount(s) necessary to cure all monetary defaults, if any, under each Contract (the “Cure Amount”). The Bidding Procedures provide that the deadline by which any Contract Counterparty to a Contract must file an objection to: (i) the proposed Cure Amount is December 28, 2025 at 5:00 p.m. ET (the “Cure Objection Deadline”); and (ii) to the proposed Adequate Assurance

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<sup>4</sup> The Trustee has already filed and served the Contract Counterparties with the Assignment and Cure Notice on December 9, 2025 but will do so again.

Package<sup>5</sup> is January 14, 2026 at 5:00 p.m. ET (the “Adequate Assurance Objection Deadline”); *provided* that service of an Assignment and Cure Notice or Adequate Assurance Package does not constitute an admission that such Contract is an executory contract or unexpired lease or that such Contract will be assumed at any point by the Trustee or assumed and assigned to any Potential Bidder;

- (d) to the extent that a Contract Counterparty objects to the Cure Amount, they must file an objection (a “Cure Objection”) on or before the Cure Objection Deadline. If a Cure Objection is properly filed prior to the Cure Objection Deadline, such objection will reserve such objecting party’s rights only with respect to the accompanying Cure Amount, but all of the rights and defenses to the remaining relief requested in the Sale Order of any of the Contract Counterparty, the Trustee and/or the Debtors’ estates will be preserved and reserved;
- (e) to the extent that a Contract Counterparty objects to the Adequate Assurance Package or to the assumption and assignment of their Contract, they must file an objection (an “Adequate Assurance Objection”) on or before the Adequate Assurance Deadline.
- (f) to the extent that any Cure Objection and/or Adequate Assurance Objection cannot be resolved by the parties, the subject Contract shall be assumed and assigned only upon satisfactory resolution of the Cure Objection and/or Adequate Assurance Objection either by agreement by the Trustee, the Potential Bidder and the Contract Counterparty or by the Court and all of the rights and defenses of either the Trustee and/or the Debtors’ estates regarding such objections are hereby preserved and reserved;
- (g) to the extent either a Cure Objection and/or an Adequate Assurance Objection remains unresolved, subject to the consent of the Contract Counterparty, the Contract may still be conditionally assumed and assigned to the Potential Bidder by the Trustee;

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<sup>5</sup> For purposes herein, Adequate Assurance Package may include, but not be limited to, audited, if any, and unaudited financial statements for the past three (3) years, including all supplements or amendments thereto; tax returns; bank account statements; a description of the business to be conducted at the premises; the specific name of the proposed assignee/tenant, if not the prospective purchaser, and the proposed name under which the assignee intends to operate; the potential assignee’s intended use for the space if different from the present operation; cash flow projections for the proposed assignee; the proposed assignee’s most recent business plan; all cash flow projections for the lease(s) subject to the assignment request, and any financial projections, calculations and/or *pro-formas* prepared in contemplation of purchasing the lease(s); all documents and other evidence of the potential assignee’s experience operating; a contact person for the proposed assignee that Contract Counterparties may directly contact in connection with the adequate assurance of future performance; and/or such other documentation as the Debtors may request. Should the prospective bidder be a newly formed entity (a “Newco”), written evidence of adequate assurance of future performance should also include when such Newco was formed, how it will be financed, together with evidence of any financial commitments, and identify what credit enhancements, if any, will be available to guarantee the obligations under the Leases.

- (h) if a Cure Objection is not satisfactorily resolved, the Potential Bidder may determine that such Contract should not be assumed and assigned, in which case neither the Trustee, the Debtors' estates nor the Potential Bidder will be responsible for any Cure Amount in respect of such contract. For the avoidance of doubt, however, this paragraph does not restrict the Trustee's or Debtors' estates' responsibility for claims relating to such Contracts that it may otherwise be subject to under the Bankruptcy Code including general unsecured claims or administrative claims but all of the rights and defenses of either the Trustee and/or the Debtors' estates to such claims are hereby preserved and reserved.

8. Any decision to assume and assign the Contract to the Winning Bidder(s) (each such contract, an "Assigned Contract"), is subject to this Court's approval and the closing of the Sale. Accordingly, absent this Court's approval and the closing of the Sale, the Assigned Contracts shall not be deemed assumed or assumed and assigned and shall in all respects be subject to further administration by the Trustee under the Bankruptcy Code.

9. The Assumption and Assignment Procedures are appropriate and fair to all Contract Counterparties and comply in all respects with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules. The Assignment and Cure Notice and the Adequate Assurance Package are: (a) reasonably calculated to (i) provide sufficient, effective notice to all Contract Counterparties and any other affected parties of the intention to assume and assign to the Winning Bidder(s), some or all of the Contracts, and (ii) afford the Contract Counterparties the opportunity to exercise any rights affected by the Motion and the relief granted by this Order pursuant to Bankruptcy Rules 2002(a)(2), 6004 and 6006; and (b) hereby approved.

10. The inclusion of a contract, lease or other agreement on the Assignment and Cure Notice shall not constitute or be deemed a determination or admission by the Trustee, the Debtors and their estates or any other party in interest that such contract, lease or other agreement is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code, and any and all rights of the Trustee, the Debtors and their estates with respect thereto shall be reserved.

11. The Sale Notice, the Assignment and Cure Notice, the Bidding Procedures, the Auction, the Sale Hearing, and the Assumption and Assignment Procedures (including the Adequate Assurance Package) and the objection periods associated with each of the foregoing are reasonably calculated to provide notice to any affected party and afford the affected party the opportunity to exercise any rights affected by the Motion as it relates to the Bidding Procedures, the Auction, the Sale, the Sale Hearing, and the assumption and assignment to the Winning Bidder of the Assigned Contracts pursuant to Bankruptcy Rules 2002(a)(2), 6004 and 6006, and such notice and objection periods are hereby approved.

12. The Sale Notice is approved. On or before three (3) business days after entry of this Order, the Trustee shall cause the Notice of Sale Hearing to be filed and served by first-class U.S. mail on the Notice Parties. Service of the Notice of Sale Hearing is sufficient to provide effective notice to all interested parties of, *inter alia*, the Bidding Procedures, the Sale Hearing, the Sale, and the Assignment Procedures in accordance with Bankruptcy Rules 2002 and 6004, as applicable, and is approved.

13. The following critical dates in connection with the proposed Sale are hereby approved:

<u>Date and Time</u> (prevailing Eastern Time)	<u>Event or Deadline</u>
December 28, 2025 at 5:00 p.m. ET	Cure Notice Objections Only <sup>6</sup>

<sup>6</sup> To be clear, the December 28, 2025 deadline is just for landlord counterparties to object to the proposed Cure Amounts set forth on the Assignment and Cure Notice. This is not the deadline to object to the assumption and assignment of their Contract, any Assumption and Assignment Procedures or the “Adequate Assurance Package” (as that term is defined in the Bidding Procedures’ Order).



<u>Date and Time</u> (prevailing Eastern Time)	<u>Event or Deadline</u>
December 30, 2025, at 12:00 p.m. ET	Deadline To Submit Proposed Bids
January 7, 2026 at 10:00 a.m. ET	Auction Date, if necessary
January 9, 2026, at 12:00 p.m. ET	Deadline for Winning Bidder and Backup Bidder to Supply Adequate Assurance Package
January 14, 2026 at 5:00 p.m. ET	Sale Objection Deadline and Deadline to Object to Adequate Assurance Package and/or Assumption and Assignment of Contract
January 20, 2026 at 12:00 p.m. ET	Deadline for Trustee to respond to Sale Objections, if any, and to file a Notice of Agenda for the Sale Hearing
January 21, 2026 at 3:00 p.m. ET	Sale Hearing, if necessary
January 23, 2026 at 9:00 a.m. ET	Hearing on Remaining “Open” Issues including outstanding Cure Notice Objections and Adequate Assurance Package Objections
January 28, 2026	Closing Date

14. At the Sale Hearing, the Trustee will seek the entry of the Sale Order(s) approving and authorizing the Sale(s) to the Winning Bidder(s) and the Backup Bidder(s). The Sale Hearing (or any portion thereof) may be adjourned by this Court or the Trustee from time to time without further notice other than by announcement in open court, on this Court’s calendar, or through the filing of a notice or other document on this Court’s docket.

15. The deadline to object to the relief requested in the Motion, including entry of the proposed Sale Order (a “Sale Objection”), is January 14, 2026, at 5:00 p.m. ET (the “Sale Objection Deadline”). A Sale Objection must be filed with this Court and served in the manner set forth below such that it is *actually received* no later than the Sale Objection Deadline.

16. Any party that seeks to object to the relief requested in the Motion pertaining to approval of the Sale shall file a formal written objection that complies with the objection procedures set forth herein.

17. Objections, if any, must: (i) be in writing; (ii) be signed by counsel or attested to by the objecting party; (iii) be in conformity with the applicable provisions of the Bankruptcy Rules and the Local Rules; (iv) state with particularity the legal and factual basis for the objection and the specific grounds therefor; (v) be filed with this Court; and (vi) be served on the Notice Parties.

18. Failure to file a Cure Objection, an Adequate Assurance Objection or a Sale Objection on or before the Cure Objection Deadline, the Adequate Assurance Objection Deadline or a Sale Objection Deadline, as applicable: (a) shall forever bar the assertion, whether at any Sale Hearing or thereafter, of any objection to the Motion, to entry of the Sale Order, and/or to the consummation and performance of the Sale with a Winning Bidder, and (b) for purposes of section 363(f)(2) of the Bankruptcy Code shall constitute “consent” to entry of the Sale Order and consummation of the Sale and all transactions related thereto.

19. This Order shall be effective immediately upon entry, and any stay of orders provided for in Bankruptcy Rules 6004(h) or 6006(d) or any other provision of the Bankruptcy Code, the Bankruptcy Rules or the Local Rules is expressly waived. The Trustee is not subject to any stay in the implementation, enforcement or realization of the relief granted in this Order, and may, in its sole discretion and without further delay, take any action and perform any act authorized or approved under this Order.

20. The requirements set forth in Local Rules 6004-1, 9006-1 and 9013-1 are hereby satisfied or waived.

21. Absent a subsequent order of this Court to the contrary, this Order shall be binding in all respects upon any trustees, examiners, “responsible persons” or other fiduciaries appointed in the bankruptcy case.

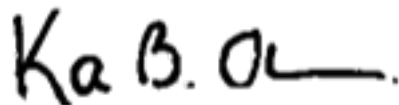
22. Nothing herein shall be deemed to or constitute the assumption, assignment, or rejection of any executory contract or unexpired lease.

23. In the event of any conflict between this Order and the Bidding Procedures, the Bidding Procedures shall govern with respect to the conduct of the sales, and otherwise this Order shall govern.

24. Neither the Bidding Procedures nor this Order shall determine the validity and priority of any such liens on the Assets and all of the rights and defenses of all parties regarding the extent, validity and priority of such liens are hereby preserved and reserved. In addition, neither the Bidding Procedures nor this Order shall govern any subsequent sale of the Debtors' assets and to the extent there are subsequent sales of such assets, those sales shall be governed by separate bidding procedures.

25. This Court shall retain exclusive jurisdiction over any matters related to or arising from the implementation of this Order.

**Dated: December 12th, 2025**  
**Wilmington, Delaware**

  
**KAREN B. OWENS**  
**CHIEF JUDGE**

**EXHIBIT A**

**Bidding Procedures**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

SONDER HOLDINGS INC.<sup>1</sup>, *et al.*,

Debtors.

Chapter 7

Case No. 25-12040 (KBO)

**BIDDING PROCEDURES**

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On November 14, 2025 (the “Petition Date”), each of the above-captioned debtors (the “Debtors”) filed a voluntary petition under chapter 7 of the Title 11 of the United States Code (the “Bankruptcy Code”) with the United States Bankruptcy Court for the District of Delaware (the “Court”). On November 17, 2025, Jami Nimeroff, Esquire (the “Trustee”), was appointed as the interim chapter 7 trustee for the estates of Sonder Holdings Inc. and its affiliated debtors (the “Debtors”) in the above-captioned bankruptcy cases (collectively, the “Bankruptcy Case”).

On December 12, 2025, the Court entered an order [Dkt. No. 192] (the “Bidding Procedures Order”) granting, among other things, certain relief requested in the related motion [Dkt. No. 123](the “Bidding Procedures Motion”), including authorizing the Debtors to solicit bids and approving the procedures set forth herein (collectively, the “Bidding Procedures”) in connection with the proposed sale (the “Sale”) of certain of the Debtors’ leases described more fully in the Bidding Procedures Motion (collectively, with all associated owned personal property, located at, or used primarily in connection with, such properties and all owned digital assets (e.g. photos) associated with such properties, to the extent transferable, any licenses or permits necessary for the operation of the properties, and any and all codes, keys and similar access mechanisms required to access and maintain the properties, the “Assets”) free and clear of all liens, claims, encumbrances, and interests.

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<sup>1</sup> The Debtors in these Chapter 7 cases, along with the last four digits of their federal tax identification numbers, are Sonder Holdings, Inc. (7088), Sonder Germany GMBH (NONE), Sonder Group Holdings LLC (NONE), Sonder Guest Services LLC (3210), Sonder Holdings LLC (5746), Sonder Hospitality Holdings LLC (NONE), Sonder Hospitality USA Inc. (8502), Sonder Partner Co. (5584), Sonder Technology Inc. (4436) and Sonder USA Inc. (1947). The Chapter 7 Trustee’s mailing address is Jami B. Nimeroff, Chapter 7 Trustee, 919 North Market Street, Suite 420, Wilmington, DE 19801.

**SUMMARY OF KEY DATES AND DEADLINES**

<b><u>Date and Time</u></b> (prevailing Eastern Time)	<b><u>Event or Deadline</u></b>
December 28, 2025 at 5:00 p.m. ET	Cure Notice Objections Only <sup>2</sup>
December 30, 2025, at 12:00 p.m. ET	Deadline To Submit Proposed Bids
January 7, 2026 at 10:00 a.m. ET	Auction Date, if necessary
January 9, 2026, at 12:00 p.m. ET	Deadline for Winning Bidder and Backup Bidder to Supply Adequate Assurance Package
January 14, 2026 at 5:00 p.m. ET	Sale Objection Deadline and Deadline to Object to Adequate Assurance Package and/or Assumption and Assignment of Contract
January 20, 2026 at 12:00 p.m. ET	Deadline for Trustee to respond to Sale Objections, if any, and to file a Notice of Agenda for the Sale Hearing
January 21, 2026 at 3:00 p.m. ET	Sale Hearing, if necessary
January 23, 2026 at 9:00 a.m. ET	Hearing on Remaining “Open” Issues including outstanding Cure Notice Objections and Adequate Assurance Package Objections
January 28, 2026	Closing Date

**PARTICIPATION AND BID REQUIREMENTS**

1. **Potential Bids.** Any party interested in purchasing all or some of the Assets (a “**Potential Bidder**,” and any such bid an “**Potential Bid**”) must submit their Potential Bid with Gordon Brothers and the Trustee no later than December 30, 2025 at 12:00 p.m. ET (the “**Bid Submission Deadline**”). For the avoidance of doubt, the Trustee, after providing notice to the Notice Parties,<sup>3</sup> shall have the discretion and the authority to extend the Bid Submission Deadline without further Order of this Court. In the event the Trustee decides to extend the Bid Submission Deadline, she will file a notice with the Court.
2. **Qualified Bids.** In order for the bid to qualify (a “**Qualified Bid**”), the Proposed Bidder must submit the Trustee a written offer in the form of a markup of the form assignment and assumption agreement attached to the Motion as **Exhibit D** (the “**Assignment and**

<sup>2</sup> To be clear, the December 28, 2025 deadline is just for landlord counterparties to object to the proposed Cure Amounts set forth on the Assignment and Cure Notice. This is not the deadline to object to the assumption and assignment of their Contract, any Assumption and Assignment Procedures or the “Adequate Assurance Package” (as that term is defined in the Bidding Procedures’ Order).

<sup>3</sup> Except as otherwise provided herein, the following parties constitute the “**Notice Parties**”: (a) Prepetition 2025 Notes Ad Hoc Group; (b) the Prepetition Marriott Noteholder and (c) Prepetition 2021 Notes Group and notice to such parties shall be made via electronic mail upon counsel for each of the respective Notice Parties.

Assumption Agreement”) or the form of lease termination agreement attached hereto as **Exhibit E** (the “Lease Termination Agreement”), and submit information/documentation to the Trustee and Gordon Brothers demonstrating that Proposed Bidder has the financial wherewithal to consummate the proposed transaction. In the event a Proposed Bidder is bidding for less than all of the Assets, the Proposed Bidder should set forth the particular Assets they wish to buy and then itemize on an Asset by Asset basis the value that they ascribing to each individual Asset, again, exclusive of Cure Amounts. The Trustee, after notice to the Notice Parties, reserves all of her rights to reject or accept any bid and to extend all dates referenced herein.

3. **Landlord Bids.** Landlords may submit bids with respect to their own leased premises (“Landlord Bids”). Landlord Bids may be submitted in the form of a lease termination agreement or an assumption and assignment agreement. Landlords may include their uncontested cure amounts as consideration in their Landlord Bids. Any Landlord Bids submitted as set forth in this paragraph shall be deemed Qualified Bids, and such landlord a Qualified Bidder, with respect to bids for its own lease. The Deposit for Landlord Bids shall only be required with respect to the cash component of any Landlord Bid and Landlords shall not be required to provide evidence of adequate assurance of future performance.
4. **Bid Requirements.** All offers to be submitted must contain, at a minimum, the following information to the extent provided: the total purchase price for the Assets must also set forth all components of the sale consideration, which should include, but is not limited to, (i) which Assets are being purchased, (ii) the prices paid for each group of Assets with an itemization for which portion of the purchase price is for the Leases and which portion of the purchase price is for the FF&E located therein, and (iii) which Leases of the Debtors are proposed to be assumed and assigned to the Potential Bidder or its nominee. In addition, each Qualified Bid must be accompanied by a deposit (in cash) equivalent to at least ten percent (10%) the proposed purchase price for each Asset (the “Deposit”) along with a statement that closing will occur on or before January 28, 2026, or some other date as the Trustee, after notice to the Notice Parties, shall decide.
5. **Determination of Qualified Bid.** After consultation with Gordon Brothers and her professionals and after notice to the Notice Parties, the Trustee, exercising her reasonable business judgment, will determine if the Proposed Bidder has submitted a Qualified Bid, based on the terms of the bid and the Proposed Bidder’s financial ability to consummate a purchase of some or all of the Assets at the Proposed Bid price.
6. **Credit Bidding.** The Debtors’ secured creditors, including the holders of the 2025 Notes, Marriott, and the Prepetition 2021 Notes Group, as well as the lessors of any of the FF&E located in any of the Leases, if any, shall have the right to credit bid (to the extent one exists) up to the full amount of their claim as to any Asset upon which such party may be secured; provided, however, that a credit bid must include a cash component sufficient to

pay in full all claims for which there are valid and perfected liens on the applicable Assets that are senior in priority to those of the party seeking to credit bid; provided further, that in the event such credit bid results in a net loss or *de minimis* value to the estate, the Trustee has the discretion to withdraw the sale motion and/or any of the Assets that are the subject of the Secured Creditors' credit bid.

7. Auction. If one or more Qualified Bid(s) are timely received by the Trustee and Gordon Brothers, the Trustee shall conduct an auction (the "Auction") on January 7, 2026 at 10:00 a.m. ET. This auction shall be via Zoom and at her counsel's Wilmington Office located at 1201 North Market Street, 5<sup>th</sup> Floor, Wilmington, DE 19801.
8. Winning Bid. At the conclusion of the Auction and after consultation with Gordon Brothers and her professionals and after notice to the Notice Parties, the Trustee will select the highest bid, or combination of bids, at the conclusion of the Auction that the Trustee believes to provide the highest or otherwise best value for the Assets (the "Winning Bid"). At the Auction, the Trustee, after notice to the Notice Parties, will also select the bidder or bidders who will serve as the backup bidder (the "Backup Bidder") in the event that the Winning Bid or Winning Bids fails to close.
9. Successful Bidder Notice. The Trustee shall file a notice of the Winning Bid (the "Successful Bidder Notice") with the Court prior to the commencement of the Sale Hearing (as defined herein).
10. Failure to Consummate Sale. If the Winning Bid fails to consummate a sale of the Assets for any reason, the Trustee shall select the Backup Bidder that was submitted at the Auction and file a notice of such selection with the Court. If the Winning Bid fails to consummate a sale of the Assets thru its own "fault," the Deposit will be forfeited to the Debtors' estates. However, if the Winning Bid fails to consummate a sale of the Assets thru no fault of its own, then the Trustee shall release the Deposit back to the Winning Bidder but only after the Backup Bidder consummates the sale of the Assets.
11. Reservation of Rights. The Trustee, after notice to the Notice Parties, reserves the right to reject any bids that, based on the Trustee's reasonable judgment, do not constitute or qualify as Qualified Bids.

### **SALE HEARING**

The Winning Bid and any Backup Bidder will be subject to approval by the Court. The Sale Hearing to approve the Winning Bid and any Backup Bidder shall take place on **January 21, 2026 at 3:00 p.m. ET**. The Sale Hearing may be adjourned by the Trustee in consultation with the Winning Bidder and after notice to the Notice Parties, from time to time without further notice to creditors or other parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing, or by filing a hearing agenda or notice on the docket of these Bankruptcy Cases.



### **SALE ORDER**

At the Sale Hearing, the Trustee will seek the entry of Sale Order(s) that, among other things: (i) authorizes and approves the Sale(s) to the Winning Bidder(s) free and clear of all liens, claims, and encumbrances, with such liens, claims, and encumbrances to attach to the net proceeds of the Sale(s) with the same validity and priority as such liens, claims, and encumbrances had in the applicable Assets prior to the Sale(s); and (ii) includes a finding that the Winning Bidder(s) is a good-faith purchaser pursuant to section 363(m) of the Bankruptcy Code.

### **JURISDICTIONAL CONSENT**

All bidders at the Sale Hearing will be deemed to have consented to the core jurisdiction of the Court and waived any right to jury trial in connection with any disputes relating to the Sale Hearing, the Sale, and the construction and enforcement of their bids and all documents submitted under the Bidding Procedures, and all other agreements entered into in connection with any proposed Sale transaction. Such consent and waiver shall apply to the extent that it is later determined that the Court, absent consent, cannot enter final orders or judgments with regard to the foregoing matters consistent with Article III of the U.S. Constitution.

### **RETURN OF DEPOSIT AND RESERVATION OF RIGHTS**

The Deposits of all Potential Bidders shall be held in escrow by the Trustee but shall not become property of the Debtors' estates absent further order of the Court. With the exception of the Deposits of the Winning Bidder(s), the Deposits of all Potential Bidders shall be returned to such bidders five (5) business days after the conclusion of the Sale Hearing. The Trustee shall retain any Deposit submitted by the Winning Bidder(s). At the closing of a Sale Transaction contemplated by a Winning Bid, the applicable Winning Bidder will be entitled to a credit for the amount of its Deposit to the extent such a deposit was provided.

If a Winning Bidder fails to consummate the Sale Transaction because of a breach or failure to perform on the part of such bidder, then the Debtor and its estate shall be entitled to retain the Deposit of such Winning Bidder as part of the damages resulting to the Trustee for such breach or failure to perform, in addition to any and all other rights, remedies, or causes of action that may be available to the Trustee.

### **RESERVATION OF RIGHTS AND MODIFICATIONS**

The Trustee, after notice to the Notice Parties, reserves the right to modify the Bidding Procedures at or before the Sale Hearing, including to extend the deadlines set forth herein; modify bidding increments; waive terms and conditions with respect to any potential bidder or Qualified Bidder (including the Bid Requirements); and adjourn, postpone, or cancel the Sale Hearing. These Bidding Procedures and the Bidding Procedures Order shall not determine the validity and priority of any such liens on the Assets and all of the rights and defenses of all parties regarding the extent, validity and priority of such liens are hereby preserved and reserved. In addition, neither the Bidding Procedures nor the Bidding Procedures Order shall govern any subsequent sale

of the Debtors' assets and to the extent there are subsequent sales of such assets, those sales shall be governed by separate bidding procedures.

**EXHIBIT B**

**Assignment and Cure Notice**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

SONDER HOLDINGS INC.<sup>1</sup> et al.,

Debtors.

Chapter 7

Case No. 25-12040 (KBO)

**NOTICE OF POTENTIAL ASSUMPTION OR  
ASSUMPTION AND ASSIGNMENT AND PROPOSED CURE AMOUNTS OF  
CERTAIN CONTRACTS AND UNEXPIRED LEASES**

---

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

On December 3, 2025, Jami Nimeroff, Esquire (the “Trustee”), the court-appointed, interim chapter 7 trustee for the estates of Sonder Holdings Inc. and its affiliated debtors (the “Debtors”) in the above-captioned bankruptcy cases (collectively, the “Bankruptcy Case”) filed a motion styled as the *Motion Of Jami Nimeroff, Interim Chapter 7 Trustee Of The Debtors’ Estates For Entry Of An Order: (I) Approving The Form And Manner Of Proposed Bidding Procedures; (II) Approving Assumption And Assignment Procedures; (III) Authorizing The Sale Of Certain Of The Debtors’ Unexpired Real Property Leases Free And Clear; And (IV) Granting Related Relief* [Docket No. 123 (the “Motion”),<sup>2</sup> by which the Trustee requests Court approval of among other things the assumption and assignment of certain executory contracts and unexpired leases.

By this notice (this “Assignment and Cure Notice”), the Trustee hereby notifies you that she has determined, in the exercise of her business judgment, that each executory contract or unexpired lease set forth on **Schedule 1** attached hereto (the “Potential Assumption List”) **may be assumed and assigned** to a Potential Bidder (as that term is defined in the Motion) effective as of the date (the “Assumption Date”) set forth in **Schedule 1** or such other date as the Trustee and the counterparty or counterparties to such executory contracts or unexpired leases may agree. Also included in **Schedule 1** attached hereto is the Trustee’s estimate for the amount that is required to cure all monetary defaults, if any (the “Proposed Cure Amount”), with respect to each contract.

The Trustee believe that the Potential Bidder(s) has/have the financial wherewithal to meet all future obligations under such contract or lease. Upon the request of a counterparty, the Trustee

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<sup>1</sup> The Debtors in these Chapter 7 cases, along with the last four digits of their federal tax identification numbers, are Sonder Holdings, Inc. (7088), Sonder Germany GMBH (NONE), Sonder Group Holdings LLC (NONE), Sonder Guest Services LLC (3210), Sonder Holdings LLC (5746), Sonder Hospitality Holdings LLC (NONE), Sonder Hospitality USA Inc. (8502), Sonder Partner Co. (5584), Sonder Technology Inc. (4436) and Sonder USA Inc. (1947). The Chapter 7 Trustee’s mailing address is Jami B. Nimeroff, Chapter 7 Trustee, 919 North Market Street, Suite 420, Wilmington, DE 19801.

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

will use commercially reasonable efforts to provide such counterparty (and their counsel, if known) with evidence of the Potential Bidder(s)' ability to comply with the requirements of adequate assurance of future performance. For the avoidance of doubt, adequate assurance information will be made available upon request by contract or lease counterparties.

**The deadline by which any contract counterparty must file an objection to: (i) the Proposed Cure Amount is December 28, 2025 at 5:00 p.m. ET (the “Cure Objection Deadline”); and (ii) to the proposed Adequate Assurance Package is January 14, 2026 at 5:00 p.m. ET (the “Adequate Assurance Objection Deadline,” and together with the Cure Objection Deadline, the “Objection Deadlines”).** All objections must (a) be in writing; (b) comply with the applicable provisions of the Bankruptcy Rules, the Local Rules, and any order governing the administration of these Chapter 7 Cases; (c) state with specificity the nature of the objection; (d) if the objection pertains to the Proposed Cure Amounts, state the correct Cure Costs alleged to be owed to the objecting contract counterparty and contain any applicable and appropriate documentation in support thereof; and (e) **be filed with the Court and actually received by the following parties no later than the applicable Objection Deadline:** (a) the Trustee, Jami Nimeroff, Esquire, 919 N. Market Street, Suite 420, Wilmington, Delaware 19801; (b) proposed counsel to the Trustee, Duane Morris LLP, 30 South 17<sup>th</sup> Street, Philadelphia, Pennsylvania 19103, Attn.: Lawrence J. Kotler (LJKotler@duanemorris.com); (c) the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Hannah McCollum; and (d) counsel to the Debtors, Laura Davis Jones, Esquire, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17<sup>th</sup> Floor, Wilmington, DE 19801.

If no objection to (a) the Proposed Cure Amount, (b) the proposed assignment and assumption of any executory contract or unexpired lease, or (c) adequate assurance of the Potential Bidder(s)' ability to perform is filed by the Assignment and Cure Objection Deadline, then (i) you will be deemed to have stipulated that the Proposed Cure Amount as determined by the Trustee is correct, (ii) you will be forever barred, estopped, and enjoined from asserting any additional Cure Amounts are due under the executory contract or unexpired lease, and (iii) you will be forever barred, estopped, and enjoined from objecting to such proposed assignment to the Purchaser on the grounds that the Potential Bidder(s) has not provided adequate assurance of future performance as of the closing date of the Sale.

If an objection is timely filed and not withdrawn or resolved, such objection will be heard at the Sale Hearing or on such other date and time as agreed to by the Trustee and the objecting party or ordered by the Court. If such objection is overruled or withdrawn, the applicable executory contract or unexpired lease shall be assumed as of the Assumption Date set forth in **Schedule 1** or such other date as the Trustee and the counterparty or counterparties to such executory contract unexpired lease may agree.

Notwithstanding anything herein, the mere listing of any executory contract or unexpired lease on the Assignment and Cure Notice or any supplemental notice does not require or guarantee that such executory contract or unexpired lease will be assumed by the Trustee at any time or assumed and assigned, and all rights of the Trustee and the Purchaser with respect to such executory contracts or unexpired leases are reserved. Moreover, the Trustee explicitly reserve the right, in their reasonable discretion, to seek to reject or assume each executory contract or unexpired lease pursuant to section 365(a) of the Bankruptcy Code and in accordance with the

procedures allowing the Trustee and/or the Purchaser, as applicable, to designate any executory contract or unexpired lease as either rejected or assumed on a post-closing basis.

Nothing herein (a) alters in any way the prepetition nature of the executory contracts or unexpired leases or the validity, priority, or amount of any claims of a counterparty to any Contract against the Trustee that may arise under any executory contract or unexpired lease, (b) creates a postpetition contract or agreement, or (c) elevates to administrative expense priority any claims of a counterparty to any executory contract or unexpired lease against the Trustee that may arise under such executory contract or unexpired lease.

Dated: December 12, 2025

**DUANE MORRIS LLP**

*/s/ Lawrence J. Kotler*

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Lawrence J. Kotler (DE 4181)  
Drew S. McGehrin (DE 6508)  
1201 N. Market Street, Suite 501  
Wilmington, Delaware 19801  
Tel: 302-657-4900  
Fax: 302-657-4901  
Email: [ljkotler@duanemorris.com](mailto:ljkotler@duanemorris.com)  
[dsmcgehrin@duanemorris.com](mailto:dsmcgehrin@duanemorris.com)

*Proposed Counsel to the Chapter 7 Trustee*

**SCHEDULE 1**

	Debtor	Property Address	Landlord	Landlord Address	Cure Amount (as of October 1, 2025)
1.	Sonder Hospitality USA Inc.	44 Broad Street Atlanta, GA 30303	New Grant Acquisitions, LLC	5000 Legacy Drive, Suite 230, Plano, Texas 75075	0.00
2.	Sonder Hospitality USA Inc.	1010 East 7 <sup>th</sup> Street Austin, T 78702	1010 E 7 <sup>th</sup> LP	101 Parklane Blvd., Suite 102, Sugar Land, Texas 77478	0.00
3.	Sonder Hospitality USA Inc.	200 Brookline Avenue, Boston, MA 02115	Samuels & Associates	200 Brookline Ave, Boston, MA 02215	258,801.00
4.	Sonder Hospitality USA Inc.	284 Commonwealth Ave, Boston, MA 02115	Hexagon Properties	283 Dartmouth St, Boston, MA 02116	6,268.65
5.	Sonder Hospitality USA Inc.	907 Main Street, Cambridge, MA 02139	Sean Casey LLC	41A Pleasant Street, Cambridge, MA 02139	227,587.50
6.	Sonder USA Inc.	234 Newbury St, Boston, MA 02116	Asana Partners	1616 Camden Road, Suite 210, Charlotte, NC 28203, Attn: Forrest Cherry	95,414.00
7.	Sonder Hospitality USA Inc.	446 East Ontario Street, Chicago, IL, USA	Group Fox/ 1436 Loft Offices, LLC	401-465 E Illinois St, Suite 80, Chicago, IL 60611	1,282,665.21
8.	Sonder USA Inc.	417 South Dearborn Street, Chicago, IL, USA	Greenwald Property Management LLC	2950 W Chicago Ave, 104, Chicago, IL 60622, Attn: Hubie Greenwald	140,982.53
9.	Sonder USA Inc.	314 South Halsted Street, Chicago, IL, USA	Belvedere Financial LLC	400 East Randolph Street Suite 2507, Chicago, Illinois 60601	23,080.00
10.	Sonder USA Inc.	1419 S Wabash Ave, Chicago, IL 60605, USA	CMK Companies	739 S. Clark Street, Chicago, IL 60605	180,453.47
11.	Sonder USA Inc.	61 W Erie St., Chicago, IL 60654	LG Development Group LLC	363 W Ontario St., Chicago, IL 60654	95,613.00
12.	Sonder Hospitality USA Inc.	555 W Jackson Blvd, Chicago, IL, USA	Mariah Properties LLC	14567 N Outer Forty, Suite 500, Chesterfield, MO 63017	107,326.00
13.	Sonder Hospitality USA Inc.	1436 W Randolph St, Chicago, IL 60607	Marquette Companies/ 1436 Loft Offices, LLC	135 Water Street, 4th Floor, Naperville, Illinois 60540	225,275.98
14.	Sonder Hospitality USA Inc.	211 North Ervay Street, Dallas, T 75201	Wolfe 211 N Ervay, LLC	5000 Legacy Drive, Suite 475, Plano, Texas 75024	0.00
	Sonder USA Inc.	3282 Tejon Street, Denver, CO, USA	Revesco Properties	2731 17th St Suite 300, Denver, CO 80211	163,123.00



	Debtor	Property Address	Landlord	Landlord Address	Cure Amount (as of October 1, 2025)
15.	Sonder USA Inc.	208 West 8th Street, Los Angeles, CA, USA	Palace Company, LLC	233 S Beaudy Ave Ste 1100, Los Angeles, CA 90012	420,764.00
16.	Sonder Hospitality USA Inc.	1201 Brickell Avenue, Miami, FL 33131	Brickell Bay Plaza, Inc.	100 South Biscayne Boulevard, Suite 900, Miami, Florida 33131	0.00
17.	Sonder USA Inc.	201 North Rampart Street, New Orleans, LA, USA	201 North Rampart LLC	823 Burgundy Street, Unit 3 New Orleans, LA 70116	322,255.00
18.	Sonder USA Inc.	814 Church Street, Nashville, TN, USA	Hessel Properties	1283 Murfreesboro Pike Ste. 100. Nashville, TN. 37217	239,408.00
19.	Sonder Hospitality USA Inc.	39-35 27th Street, Long Island City, N , USA	Sela Properties	36-37 36 <sup>th</sup> Street, Second Floor, Astoria, New ork 11106	363,795.00
20.	Sonder Hospitality USA Inc.	130 Duane Street, New ork, N , USA	Premier Equities	1151 Broadway, Suite 2S, New ork, N 10001	159,135.00
21.	Sonder USA Inc.	222 East 39th Street, New ork, N , USA	BLDG Management Co, Inc	417 Fifth Avenue, Fourth Floor, New ork, N 10016-2204	134,092.00
22.	Sonder Hospitality USA Inc.	24 East 39th Street, New ork, N , USA	Kash Group/24 E 39 LLC	225 West 35th Street, Suite 1400, New ork, N 10001	132,948.67
23.	Sonder Hospitality USA Inc.	139 Orchard Street, New ork, N , USA	Elk Investors	489 5th Ave, 7th Fl, New ork, N 10017	2,015,912.00
24.	Sonder USA Inc.	45-06 Pearson Street, Long Island City, N , USA	orea	44-02 11th Street, Suite 312, Long Island City, N 11101	0.00
25.	Sonder USA Inc.	1 Platt Street, New ork, N , USA	Silverstein Properties	250 Greenwich Street, New ork, N 10007	430,177.00
26.	Sonder Hospitality USA Inc.	651 Union Street, Brooklyn, N , USA	Red Pine Capital Partners	220 East 42nd Street, 25th Floor, New ork, N 10017	0.00
27.	Sonder Hospitality USA Inc.	37 W 24th St, New ork, N 10010, USA	Ironstate Development	60 Madison Avenue, Suite 1010, New ork, N 10010	418,739.00
28.	Sonder USA Inc.	9 West 26th Street, New ork, N , USA	Azora Exan	1111 Brickell Avenue, Suite 2175, Miami, FL 33131	277,640.00
29.	Sonder Hospitality USA Inc.	15 West 56th Street, New ork, N , USA	BD Hotels	871 Seventh Avenue, New ork, N 10019	256,054.00
30.	Sonder USA Inc.	2 Washington Street, New ork, N , USA	The Moian Group	3 Columbus Circle, 26th Floor, New ork, N 10019	0.00
31.	Sonder USA Inc.	4000 Breakview Drive, Orlando, FL, USA	Buena ida Homes	4000 Breakview Dr 208. Orlando FL 32189	171,710.00
32.	Sonder Hospitality USA Inc.	1517 Boylston Avenue, Seattle, WA, USA	iHotel LLC	6610 East Mercer Way Mercer Island, WA 98040	103,339.00

	Debtor	Property Address	Landlord	Landlord Address	Cure Amount (as of October 1, 2025)
33.	Sonder Hospitality USA Inc.	417 Occidental Avenue South, Seattle, WA 98104, USA	One Fifteen South Jackson LLC,	1530 16th Street, Suite 350, Denver, CO 80202	63,736.00
34.	Sonder Hospitality USA Inc.	1111 30th Street Northwest, Washington, DC, USA	arsity Investment Group	4849 Rugby Avenue, Bethesda Maryland 20814	374,897.10
35.	Sonder Hospitality USA Inc.	1831 South Harbor Boulevard, Anaheim, California	Dynamic City Capital	520 Newport Center Drive Suite 1400, Newport Beach, CA 92660	0.00
36.	Sonder Hospitality USA Inc.	1100 6th Street Northwest, Washington, DC 20001	Preservation DC L&6 LLC, a District of Columbia limited liability company	1100 6th Street Northwest, Washington, DC 20001	0.00
37.	Sonder Hospitality USA Inc.	214 Barton Springs Rd, Austin, T , USA	Catherine Tower, LLC	214 Barton Springs Road, Austin, T , United States, 78704	1,128.64
38.	Sonder Hospitality USA Inc.	1221 South Congress Avenue, Austin, T , USA	1221 SC Owner LLC	1221 S. Congress Avenue, Austin, T 78704	0.00
39.	Sonder Hospitality USA Inc.	1159 Hillsboro Mile, Hillsboro Beach, FL, USA	1159 Hillsboro Mile LLC and BNH I HM TRI LLC	c/o BH3 Management, LLC, 819 NE 2nd Ave, Suite 500, Fort Lauderdale, FL 33304, United States, Attn: Daniel Lebensohn	0.00
40.	Sonder Hospitality USA Inc.	1200 Beacon Street, Brookline, MA, USA	90210 Beacon Owner, LLC	7121 Fairway Drive, Suite 410, Palm Beach Gardens, FL, 34418, United States, Attn: General Counsel; Email: notices@wrefholdings.com	39,746.32
41.	Sonder Hospitality USA Inc.	613 North Wells Street, Chicago, IL, USA	613 North Wells Street, LLC	c/o Hawkins Way Capital, 301 N. Canon Drive, Suite 328, Beverly Hills, CA, 90210, United States, Attn: Karan Suri, Email: karan.suri@hawkinsway.com	0.00
42.	Sonder Hospitality USA Inc.	1914 Commerce Street, Dallas, T , USA	1914 Commerce Leasing, LLC	1800 alley iew Lane, Suite 300, Farmers Branch, Texas, 75234, United States; Attention: Colin Moore & Travis Boghetich, Email: travis@centurionamerica.com	0.00
43.	Sonder Hospitality USA Inc.	2190 East 18th Avenue, Denver, CO, USA	Gaylord 52, LLC	Attn: Michael Mathieson, 490 South Corona Street, Denver, CO 80209, Email: mike.forbespartners@gmail.com	0.00
44.	Sonder Hospitality USA Inc.	2600 Bryant Street, Denver, CO, USA	GPAI Highlands, LLC	Attn: Elli Lobach, 4582 S Ulster St Pkwy, Suite 1200, Denver, CO 80237	235,326.00

	Debtor	Property Address	Landlord	Landlord Address	Cure Amount (as of October 1, 2025)
45.	Sonder Hospitality USA Inc.	255 Atlantic Avenue, Long Beach, CA, USA	Paloma CCM LLC	1188 Bryant Road, Long Beach, CA, 90815, United States, Attn: Kody Suryan, Email: ksuryan@polomacomunities.com	76,999.00
46.	Sonder Hospitality USA Inc.	1301 Ocean Avenue, Santa Monica, CA, USA	Indus Investments, INC.	11400 W. Olympic, Suite 860, Los Angeles, California 90064, United States, Attn: Amr Tannir, Email: atannier@meridianla.com	4,118.86
47.	Sonder Hospitality USA Inc.	406 West 7th Street, Los Angeles, CA, USA	Jeffrey Kolessar sole prop dbs Jeffrey Kolessar, receiver	300-526 Granville Street, ancouver, BC, CG 1W6, Canada, Attn: Kerry Bonnis	0.00
48.	Sonder USA Inc.	3206 Osage Street, Denver, CO, USA	The Situs Group	333 W Hampden Ave. 600, Englewood, CO 80110	0.00
49.	Sonder Hospitality USA Inc.	3900 W Century Blvd, Inglewood, CA 90303, USA	Grand Pacific7-28	724 S. Spring St STE 801, Los Angeles, CA, 90013, United States, Attn: Izek Shomof	0.00
50.	Sonder Hospitality USA Inc.	6208 West Coast Highway, Newport Beach, CA, USA	Mohsen Abdolsalehi, Shahla Abdolsalehi, And The Bok Foundation LLC	3334 East Coast Highway, Suite 624, Corona Del Mar, CA 92625, Attn: Salehi	0.00
51.	Sonder Hospitality USA Inc.	1449 Wellesley Avenue, Los Angeles, CA, USA	1449 Wellesley Ave, LLC	c/o Hawkins Way Capital, 301 N. Canon Drive, Suite 328, Beverly Hills, CA, 90210, United States, Attn: Karan Suri, Email: karan.suri@hawkinsway.com	0.00
52.	Sonder USA Inc.	305 Michigan Avenue, Detroit, MI, USA	305 Michigan Ave, LLC	7499 Middlebelt Rd, West Bloomfield, MI 48322	178,541.00
53.	Sonder Hospitality USA Inc.	2925 Indian Creek Drive, Miami Beach, FL 33140, USA	2925 Indian Creek Dr, LLC	c/o Hawkins Way Capital, 301 N. Canon Drive, Suite 328, Beverly Hills, CA, 90210, United States, Attn: Karan Suri,  and  Cooley LLP Attn: John G. Lavoie 11951 Freedom Drive, Suite 1500 Reston, A 20190	22,321.08

	Debtor	Property Address	Landlord	Landlord Address	Cure Amount (as of October 1, 2025)
54.	Sonder Hospitality USA Inc.	301 Southwest 1st Avenue, Fort Lauderdale, FL, USA	PMG-Graybrook Riverfront I LLC	c/o 166 2nd LLC, 88 University Place, New ork, N 10036; Attention: Adam M. Endick, Esq.	0.00
55.	Sonder Hospitality USA Inc.	403 North Crescent Drive, Beverly Hills, California	Blue Hotel LLC	403 N. Crescent Drive, Beverly Hills, CA 90210	85,287.47
56.	Sonder Hospitality USA Inc.	469 North Doheny Drive, Beverly Hills, California	Maya Mallick LLC	9400 Culver Blvd. Culver City, California 90232	0.00
57.	Sonder Hospitality USA Inc.	1050 Washington Avenue, Miami Beach, FL, USA	WPH Properties, LLC	c/o Idico, 8701 Wilshire Boulevard, Beverly Hills, CA 90211, United States	668,076.23
58.	Sonder Hospitality USA Inc.	401 Baronne Street, New Orleans, LA, USA	Baronne Allstars, LLC	5924 Coliseum Street, New Orleans, LA, 70115, United States, Attn: Zachary Kupperman, Email: zach@kuppermancompanies.com	1,044.94
59.	Sonder Hospitality USA Inc.	803 Baronne Street, New Orleans, LA, USA	902 Julia, LLC	8 LaSalle Place, New Orleans, LA, 70118, United States, Attn: Stephen Farnsworth, Email: sfarns1@gmail.com	0.00
60.	Sonder Hospitality USA Inc.	211 7th Avenue North, Nashville, TN, USA	Historic Polk Properties, LLC	c/o TWO Capital Partners, 3060 Peachtree Road, NW, Suite 960, Atlanta, GA, 30305, United States	0.00
61.	Sonder Hospitality USA Inc.	723 2nd Ave S, Nashville, TN, USA	LC SoBro I, LLC	230 West Street, Suite 200, Columbus, OH, United States, 43215, Attn: Legal Department	0.00
62.	Sonder Hospitality USA Inc.	17 John Street, New ork, N , USA	17 John Property Owner LLC	4770 White Plain Road, Bronx, N 10470, Attn: Jack Aber	860,354.11
63.	Sonder Hospitality USA Inc.	7389 Universal Boulevard, Orlando, FL, USA	Seymour International, Inc., Ligonier Marketing Group, LLC, BG303 Business, LLC, ZPJ US3, LLC, and Francis Assets, LLC	Seymour International, Inc., 7389 Universal Boulevard, Orlando, FL, 32819, United States, Email: sneto@seymour-international.com	0.00
64.	Sonder Hospitality USA Inc.	7888 West Irlo Bronson Memorial Highway, Kissimmee, FL, USA	7888 Kissimmee, LLC	7888 Kissimmee, LLC c/o SCG America, Inc. 12966 Euclid St., Suite 300 Garden Grove, CA 92840 Attn: Lorraina Pang	72,997.96
65.	Sonder Hospitality USA Inc.	1525 Chestnut Street, Philadelphia, PA, USA	D.O. Holding USA, INC.	D.O. Holding USA, Inc. 5950 Chemin de la Cote de Liesse, Mont-Royal, C, Canada H4T 1E2 Attention: David Ouaknine	0.00

	Debtor	Property Address	Landlord	Landlord Address	Cure Amount (as of October 1, 2025)
				And Hing Law P.C. 834 Chestnut Street, Suite M206 Philadelphia, PA 19107	
66.	Sonder Hospitality USA Inc.	305 North 15th Street, Philadelphia, Pennsylvania 19102, USA	305N15, LLC	305N15, LLC, 1024 N. 3rd Street, Suite 301 Philadelphia, PA 19123 Attention: Shimshon Zakin	0.00
67.	Sonder Hospitality USA Inc.	7017 East McDowell Road, Scottsdale, AZ, USA	Papago Scottsdale LLC	9704 Rainier Ave S, Seattle, WA, 98118, United States, Attn: Josh Fletcher, Email: josh@fletchco.net	0.00
68.	Sonder Hospitality USA Inc.	250 E McKinley St, Phoenix, AZ, USA	IDA on McKinley, LLC	206 E. Portland Suite 101/102, Phoenix, AZ 85004	33,863.60
69.	Sonder Hospitality USA Inc.	77 East 9th Street, Saint Paul, MN, USA	Jackson I, LLC	600-510 First Ave N, Minneapolis, MN 55403	160,650.00
70.	Sonder Hospitality USA Inc.	1313 North 2nd Street, Phoenix, AZ, USA	K Portrait Apartments, LLC	K Portrait Apartments, LLC, 1313 N. 2d Street, Phoenix, Arizona, 85004, United States	31,502.48
71.	Sonder USA, Inc	360 N 5th St, Minneapolis, MN, USA	BIT NLG III IN ESTORS LLC	150-90 South 7th St, Minneapolis, MN 55402	383,734.00
72.	Sonder Hospitality USA Inc.	800 N Central Ave, Phoenix, AZ 85004, USA	REEP MF-STEWART AZ LLC	The Stewart LLC, 6617 N. Scottsdale Road, Suite 101, Scottsdale, AZ, 85250, United States, ATTN: Geoffrey Jabobs	0.00
73.	Sonder Hospitality USA Inc.	4000 North Drinkwater Boulevard, Scottsdale, AZ, USA	Old Town Hospitality, LLC	Old Town Hospitality, LLC, 14602 N. Tatum Blvd., Phoenix, AZ 85032, Attention: Keith Mishkin Email: keith@cambridgeproperties.com	0.00
74.	Sonder Hospitality USA Inc.	750 South Ash Avenue, Tempe, AZ, USA	FDG Local Tempe Associates, LLC	FDG Local Tempe Associates, LLC, c/o Forum Management, Inc., 240 Saint Paul Street, Suite 400, Denver, Colorado 80206	142,690.12
75.	Sonder Hospitality USA Inc.	2323 North Palm Canyon Drive, Palm Springs, CA, USA	The Cole Motor Lodge, LLC	The Cole Motor Lodge, LLC, 2323 N. Palm Canyon Drive, Palm Springs, CA 92262, Attention: Mark M. Weiss	0.00

	Debtor	Property Address	Landlord	Landlord Address	Cure Amount (as of October 1, 2025)
76.	Sonder Hospitality USA Inc.	633 S St Mary's St, San Antonio, TX, USA	CL Agave L.P.	c/o Castle Lanterra Properties LLC, One Executive Boulevard, Suite 204, Suffern, New York 10901, Attention: Dylan Ederer and Michael S. Maffei	0.00
77.	Sonder Hospitality USA Inc.	765 10th Avenue, San Diego, CA, USA	Sonder Hospitality USA Inc.	Oeste Enterprises, LLC, 5816 Cactus Way, La Jolla, CA 92037, Telephone: (619) 252-9041	0.00
78.	Sonder Hospitality USA Inc.	1300 E Pike St, Seattle, WA 98122, USA	Solis Seattle LLC	Solis Seattle, LLC, 2910 1st Ave S 201, Seattle, WA 98134, Attn: Marc Coluccio	0.00
79.	Sonder Hospitality USA Inc.	1208 Pine Street, Seattle, WA, USA	B-1208 Pine LLC	606 Maynard Avenue South, Suite 251, Seattle, WA, 98104, United States, ATTN: Ming Fung	0.00
80.	Sonder Hospitality USA Inc.	111 Mason Street, San Francisco, CA, USA	Hotel Bijou LLC	Hotel Bijou, LLC, 2449 Nalin Drive, Los Angeles, California 90077, Attention: Happy and Renu Sikand, Email: renu@stay-happy.com	3,683.57
81.	Sonder Hospitality USA Inc.	140 Mason Street, San Francisco, CA, USA	140 Mason, LLC,	c/o Hawkins Way Capital, 301 N. Canon Drive, Suite 305, Beverly Hills, CA, 90210, United States, Attn: Karan Suri	0.00
82.	Sonder Hospitality USA Inc.	1627 16th Street Northwest, Washington, D.C., DC, USA	1627 16th ST NW, LLC	c/o Hawkins Way Capital, 301 N. Canon Drive, Suite 305, Beverly Hills, CA, 90210, United States, Attn: Karan Suri	0.00
83.	Sonder USA, Inc.	26 Renaissance Pkwy NE, Atlanta, GA 30308, USA	126 Renaissance Properties LLC	5950 Live Oak Parkway, Suite 320, Norcross, GA, United States, 30093, Attn: Eric	56,889.30
84.	Sonder USA, Inc.	1 Baltimore Place Northwest, Atlanta, GA, USA	GRE Midtown LLC	101 Park Avenue, 11th Floor, New York, NY, United States, 10178	42,966.00
85.	Sonder USA, Inc.	40 Hancock Street, Boston, MA, USA	Nora, LLC	c/o Chris M. Cioffi, 4961 Tamarind Ridge Drive, Naples, FL, United States, 34119	0.00
86.	Sonder USA, Inc.	2450 South University Boulevard, Denver, CO, USA	DWF I ATELIER, LLC	461 Park Avenue South, 2nd Floor, New York, NY, 10016	3,434.22
87.	Sonder USA, Inc.	3022 Zuni Street, Denver, CO, USA	BEP LOHI LLC	3024 Zuni Street, Denver, CO, 80211, United States, Attn: Michael Mathieson	38,846.90

	Debtor	Property Address	Landlord	Landlord Address	Cure Amount (as of October 1, 2025)
88.	Sonder USA, Inc.	139 Cadillac Square, Detroit, MI 48226, USA	TLF Holdings LLC	51410 Milano Drive, Suite 115, Macomb, MI, 48042, United States, Attn: Anthony Ferlito	0.00
89.	Sonder USA, Inc.	401 Louisiana St, Houston, T 77002, USA	Hogg Palace, LLC	2417 Leon St., Austin, T , 78705, United States, Attn: David Kline, Email: davidkline@kpaustin.com  And  Jackson Walker L.L.P. Attn: William Dillard 100 Congress Ave., Suite 1100 Austin, T 78701	0.00
90.	Sonder USA, Inc.	1220 17th Street, Miami Beach, Florida 33139, USA	1681 West entures, LLC and 1698 Alton Road entures LLC	19501 Biscayne Boulevard, Suite 400, Aventura, FL, 33180, United States, Attn: Rock Soffer, Email: rsoffer@turnberry.com	568,700.56
91.	Sonder USA, Inc.	3031 Northeast 4th Avenue, Miami, FL, USA	Metro STR LLC	2730 Southwest 3rd Avenue, Suite 601, Miami, Florida, United States, 33129	0.00
92.	Sonder USA, Inc.	240 Chicago Avenue, Minneapolis, MN, USA	East End Minneapolis LLC	233 Park Avenue South, Suite 201, Minneapolis, MN, 55415, United States, Attn: Property Manager	0.00
93.	Sonder USA, Inc.	600 North 5th Street, Minneapolis, MN, USA	Bigos District 600 LLC	971 Sibley Memorial Hwy, Lilydale, MN, United States, 55118	0.00
94.	Sonder USA, Inc.	120 North 2nd Street, Minneapolis, MN 55401, USA	128 2nd Street, LLC	141 East Meadow Drive, Suite 211, ail, CO, 81657, United States, Attn: Legal	189.98
95.	Sonder USA, Inc.	205 Park Avenue, Minneapolis, MN, USA	icity Apartments LLC	233 Park Avenue South, Suite 201, Minneapolis, MN, 55415, United States, Attn: Property Manager	0.00
96.	Sonder USA, Inc.	600 5th Avenue South, Minneapolis, MN, USA	625 Apartments, LLC	c/o Reuter Walton Development LLC, 1710 W. Lake Street, Suite 200, Minneapolis, Minnesota, United States, 55408, Attn: Nicholas Walton, Owner	0.00
97.	Sonder USA, Inc.	2520 South 8th Street, Minneapolis, MN 55454, USA	Riverside Group MN, LLC	c/o Reuter Walton Development LLC, 1710 W. Lake Street, Suite 200,	0.00



	Debtor	Property Address	Landlord	Landlord Address	Cure Amount (as of October 1, 2025)
				Minneapolis, Minnesota, United States, 55408	
98.	Sonder USA, Inc.	2015 Lyndale Avenue South, Minneapolis, MN, USA	Franklyn MPLS, LLC	c/o The Shelard Group Inc., 11455 iking Dr 300, Eden Prairie, MN, 55344, United States, Attn: Jacob Wert	0.00
99.	Sonder USA, Inc.	150 26th Avenue Southeast, Minneapolis, MN, USA	Maxwell entures, LLC	510 - 1st Ave. No. 600, Minneapolis, MN, United States, 55403, Attn: Ned Abdul	0.00
100	Sonder USA, Inc.	1300 West Lake Street, Minneapolis, MN, USA	WDC Investments LLC	607 Washington Ave N, Suite 100, Minneapolis, MN 55401	0.00
101	Sonder USA, Inc.	300 Baronne Street, New Orleans, LA, United States	300 Baronne Street LLC	3003 Jean Lafitte Pkwy, Chalmette, LA, United States, 70043	0.00
102	Sonder USA, Inc.	3308 Burgundy Street, New Orleans, LA, United States	Southern Holding Company, LLC	3308 Burgundy Street, New Orleans, LA 70117	0.00
103	Sonder USA, Inc.	1016 Canal Street, New Orleans, LA, USA	1016 Canal Master Tenant, LLC	442 Canal Street, Suite 206, New Orleans, Louisiana, 70130	0.00
104	Sonder USA, Inc.	1500 Canal Street, New Orleans, LA, USA	The Jung Master Tenant, LLC	3330 North Causeway Blvd., 400, Metairie, LA, 70002, United States, Attn: D. Randolph Waesche	63,043.11
105	Sonder USA, Inc.	623 Canal Street, New Orleans, LA, USA	623 Canal Master Tenant, LLC and 629 Canal Investments, L.L.C.	uarter Holdings, L.L.C., 442 Canal Street, Suite 206, New Orleans, LA, United States, 70130	0.00
106	Sonder USA, Inc.	508 Chartres Street, New Orleans, LA, USA	508 Chartres Street, L.L.C.	104 Metairie Heights Avenue, Metairie, LA, United States, 70001, Attn: Hicham Khodr	0.00
107	Sonder USA, Inc.	925 Common Street, New Orleans, LA, United States	Belmont Delaware, LLC	2255 Glades Road, Ste. 234W, Boca Raton, FL, United States, 33431	0.00
108	Sonder USA, Inc.	1041 Constance Street, New Orleans, LA, USA	Classic Construction of New Orleans Constance Lofts, LLC	CCNO Constance Lofts, LLC, 4127 S. Claiborne Ave., New Orleans, LA, 70125, United States, Attn: Joseph A. Stebbins, II, Email; joseph@ccnodev.com	0.00
109	Sonder USA, Inc.	427 Esplanade Avenue, New Orleans, LA, United States	Armstrong NOLA Real Estate, L.L.C.	William R. Legier, 1100 Poydras Street, 34th Floor, New Orleans, LA, 70163, United States	0.00
110	Sonder USA, Inc.	722 Girod Street, New Orleans, LA, USA	Girod Partners, LLC	c/o Ajaz Holdings, LLC, 900 Camp Street, 459, New Orleans, LA, 70130,	118,344.17



	Debtor	Property Address	Landlord	Landlord Address	Cure Amount (as of October 1, 2025)
				United States, Attn: David Hecht or Clayton Randle  and  PO Box 4068 Aspen, CO 81612	
111	Sonder USA, Inc.	3616 Magazine Street, New Orleans, LA, USA	JCRF Property, L.L.C.	PO Box 750391, New Orleans, LA, 70175, United States, Attn: Bernard Fromherz	0.00
112	Sonder USA, Inc.	3624 Magazine Street, New Orleans, LA, USA	JCRF Property, L.L.C.	PO Box 750391, New Orleans, LA, 70175, United States, Attn: Bernard Fromherz	0.00
113	Sonder USA, Inc.	4508 Magazine Street, New Orleans, LA, USA	Khoobehi Properties, LLC	5109 Folse Drive, Metairie, LA, 70001, United States	0.00
114	Sonder USA, Inc.	4510 Magazine Street, New Orleans, LA, USA	Khoobehi Properties, LLC	5109 Folse Drive, Metairie, LA, 70001, United States	0.00
115	Sonder USA, Inc.	4854 Magazine Street, New Orleans, LA, USA	Magazine Allstars, LLC	322 Joseph Street, New Orleans, Louisiana, 70115, United States, Attn: Zachary Kupperman, Email: zach@kuppermancompanies.com	4,638.77
116	Sonder USA, Inc.	1018 Mandeville Street, New Orleans, LA, United States	1018-1020 Mandeville, LLC	823 Burgundy St., Unit 3, New Orleans, LA, 70116, United States	0.00
117	Sonder USA, Inc.	1020 Mandeville Street, New Orleans, LA, United States	1018-1020 Mandeville, LLC	823 Burgundy St., Unit 3, New Orleans, LA, 70116, United States	0.00
118	Sonder USA, Inc.	2317 North Rampart Street, New Orleans, LA, United States	Warehouse House, LLC	823 Burgundy St., Unit 3, New Orleans, LA, 70116, United States	0.00
119	Sonder USA, Inc.	2423 Orleans Avenue, New Orleans, LA, USA	SDF Investments LLC	Tom Fahl, 2928 Conti Street, New Orleans, LA, 7011, United States	0.00
120	Sonder USA, Inc.	2427 Orleans Avenue, New Orleans, LA, USA	SDF Investments LLC	Tom Fahl, 2928 Conti Street, New Orleans, LA, 7011, United States	0.00
121	Sonder USA, Inc.	835 Piety Street, New Orleans, LA, USA	Pommard LLC	3308 Burgundy Street, New Orleans, LA 70117	0.00
122	Sonder USA, Inc.	1430 St Charles Ave, New Orleans, LA 70130, USA	Chan Family Properties Two, LLC	Stacey Buckley, 3000 Andrews Drive NW, Unit 10, Atlanta, GA, United States, 30305	0.00

	Debtor	Property Address	Landlord	Landlord Address	Cure Amount (as of October 1, 2025)
123	Sonder USA, Inc.	301 St Charles Ave, New Orleans, LA, United States	301 Properties Master Tenant, LLC	442 Canal Street, Suite 206, New Orleans, LA, United States, 70130	0.00
124	Sonder USA, Inc.	1234 Locust Street, Philadelphia, PA, USA	extra Management Group	1528 6th Street, Suite 100, Santa Monica, CA 90401	0.00
125	Sonder USA, Inc.	3042 St Claude Ave, New Orleans, LA, USA	3044 St. Claude, LLC	322 Joseph Street, New Orleans, Louisiana, 70115, United States, Attn: Zachary Kupperman, Email: zach@kuppermancompanies.com	0.00
126	Sonder USA, Inc.	2301 Elliston Place, Nashville, TN, USA	MD Properties LLC	2301 Elliston Partners, LLC, 17 Annandale, Nashville, Tennessee, United States, 37215, Attn: Todd H. Prevost	0.00
127	Sonder USA, Inc.	810 Jefferson Street, Nashville, TN, USA	810 Jefferson Street, LLC	M Cubed Developments, LLC 3841 Green Hills village Drive, Suite 400 Nashville, TN 37215 Attn: Mark McDonald, Email: mmcginley@mcubed.partners	0.00
128	Sonder USA, Inc.	1012 Main Street, Nashville, TN, USA	1012 Main Street EN, LLC	M Cubed Developments, LLC 3841 Green Hills village Drive, Suite 400 Nashville, TN 37215 Attn: Mark McDonald, Email: mmcginley@mcubed.partners	0.00
129	Sonder USA, Inc.	312 N 2nd St, Philadelphia, PA 19106, USA	The Edison Lofts	114 Masons Way, Newtown Square, PA 19073	0.00
130	Sonder USA, Inc.	916 Main Street, Nashville, TN, USA	916 Main Street EN, LLC	M Cubed Developments, LLC 3841 Green Hills village Drive, Suite 400 Nashville, TN 37215 Attn: Mark McDonald, Email: mmcginley@mcubed.partners	0.00
131	Sonder USA, Inc.	133 2nd Ave N, Nashville, TN, USA	131 Second Avenue Partners, LLC	132 Second Avenue Partners LLC, 2020 Fieldstone Parkway, Suite 900-94, Franklin, TN, United States, 37069, Attn: Shannon Gleason	55,689.78
132	Sonder USA, Inc.	628 South 5th Street, Philadelphia, PA, USA	MIRA Properties	1215 Sansom St, Philadelphia, PA 19107, United States	0.00
133	Sonder USA, Inc.	110 30th Avenue North, Nashville, TN, USA	7G anderbilt LLC	John Krasner, 13 istry Street, Apt. 2, New ork, N , United States, 10013-1906, Email: jonkraz@gmail.com	0.00

	Debtor	Property Address	Landlord	Landlord Address	Cure Amount (as of October 1, 2025)
134	Sonder USA, Inc.	1320 5th Avenue North, Nashville, TN, USA	1320 5th Avenue North, LLC	M Cubed Developments, LLC 3841 Green Hills illage Drive, Suite 400 Nashville, TN 37215 Attn: Mark McDonald, Email: mmcginley@mcubed.partners	0.00
135	Sonder USA, Inc.	1212 9th Avenue North, Nashville, TN, USA	1212 9th Avenue North, LLC	M Cubed Developments, LLC 3841 Green Hills illage Drive, Suite 400 Nashville, TN 37215 Attn: Mark McDonald	60,711.24
136	Sonder USA, Inc.	1520 16th Avenue South, Nashville, TN, USA	1520 16th Avenue South, LLC	M Cubed Developments, LLC 3841 Green Hills illage Drive, Suite 400 Nashville, TN 37215 Attn: Mark McDonald	110,358.27
137	Sonder USA, Inc.	1010 18th Avenue South, Nashville, TN, USA	1018 18 Avenue South, LLC	M Cubed Developments, LLC 3841 Green Hills illage Drive, Suite 400 Nashville, TN 37215 Attn: Mark McDonald	0.00
138	Sonder USA, Inc.	1620 21st Avenue South, Nashville, TN, USA	TBR-L illage 21 Owner, LLC	Tribridge Residential, LLC c/o TriBridge Residential 100 Peachtree Street NW, Suite 1400 Atlanta, GA 30303 Attention: Robert West Email: bobbyw@tribridges.com	265,285.43
139	Sonder USA, Inc.	1224 2nd Ave S, Nashville, TN, USA	1224 2nd Ave S, LLC	407 B Moore Ave., Nashville, TN, 37027, United States	0.00
140	Sonder USA, Inc.	1600 Callowhill Street, Philadelphia, PA, USA	Ivy Callowhill Property Master Tenant, LLC	c/o Ivy Realty, 102 Chestnut Ridge Road, Suite 204, Montvale, NJ 07645, Attn: Director of Leasing	119,371.52
141	Sonder USA, Inc.	1502 Frankford Avenue, Philadelphia, PA, USA	Hightop Frankford LLC	448 N 10th Street, Suite 303, Philadelphia, PA, 19123, United States, Attn: David Landskroner	52,357.52
142	Sonder USA, Inc.	4014 Ludlow St, Philadelphia, PA 19104, USA	4014 Ludlow, LP	720 Fayette Street, Conshohocken, PA, 19428, United States; Attn: Gary Jonas	295.76
143	Sonder USA, Inc.	325 North 13th Street, Philadelphia, PA, USA	Heid Lofts, LP	c/o PRDC Property Management, LLC, 740 Sansom Street Philadelphia, PA 19106 Attn: David Perlman, CEO, Anthony E. Maras, General Counsel, Email: tony@prdcproperties.com	346,515.31

	Debtor	Property Address	Landlord	Landlord Address	Cure Amount (as of October 1, 2025)
144	Sonder USA, Inc.	407 North 20th Street, Philadelphia, PA, USA	Granary Master Tenant, LLC	414 S. 16th Street, Suite 100 Philadelphia, PA 19146, Attn: Leo Addimando	0.00
145	Sonder USA, Inc.	655 North Broad Street, Philadelphia, PA, USA	North Broad Worldwide LLC	1924 Schley Street, Philadelphia, PA, United States, 19145, Attn: Blake Barabuscio	0.00
146	Sonder USA, Inc.	313 Race St, Philadelphia, PA 19106	313 Race Associates LLC	323 Race Street, Unit T1, Philadelphia, PA, United States, 19106, Attn: Donn Clendenon, Email: donn@clendenon.com	0.00
147	Sonder USA, Inc.	25 East Broughton Street, Savannah, GA, USA	Acadia Realty Trust	411 Theodore Fremd Ave, Suite 300, Rye, N 10580	0.00
148	Sonder USA, Inc.	109 West Broughton Street, Savannah, GA, USA	Acadia Realty Trust	411 Theodore Fremd Ave, Suite 300, Rye, N 10580	0.00
149	Sonder USA, Inc.	701 South Broad Street, Philadelphia, PA, USA	Hightop Broad Acquisition LLC	Hightop Real Estate & Development LLC, 1331 S. Juniper Street, Philadelphia, PA 19147 Attn: David Landskroner	0.00
150	Sonder USA, Inc.	333 East Palm Canyon Drive, Palm Springs, CA, USA	PCG-SP enture I, LLC	644 South Figueroa Street, Los Angeles, CA, United States, 90017	0.00
151	Sonder USA, Inc.	505 East Travis Street, San Antonio, T , USA	505 Travis Baudhaus L	3330 W. Esplanade Ave., Suite 205, Metairie, LA, 70002, United States	0.00
152	Sonder USA, Inc.	111 Probandt, San Antonio, T , USA	SPI Southtown 229 DE, LLC	8226 Douglas Avenue, Suite 455, Dallas, T 75225; Attention: Michael J. Becker	0.00
153	Sonder USA, Inc.	1405 S Flores St, San Antonio, T 78204, USA	HB Properties I, LLC	341 Lincoln Street, Roseville, CA, 95678, United States	0.00
154	Sonder USA, Inc.	100 Bull Street, Savannah, Georgia 31401	Capital Bull Street, LLC	TWO Capital Partners, 3060 Peachtree Road, NW, Suite 9600, Atlanta, GA 30305	0.00
155	Sonder USA, Inc.	220 West Broughton Street, Savannah, GA, USA	Broughton Street Partners Company, LLC	411 Theodore Fremd Avenue, Suite 300, Rye, N , United States, 10580	16,130.87
156	Sonder USA, Inc.	226 West Broughton Street, Savannah, GA, USA	Broughton Street Partners Company, LLC	411 Theodore Fremd Avenue, Suite 300, Rye, N , United States, 10580	0.00
157	Sonder USA, Inc.	321 West Congress Street, Savannah, GA, USA	Kinney Hill Properties, LLC	Kinney Hill Properties, LLC, JPM Naples SPE, LLC, 38 Romney Street, Charleston, South Carolina 29403	0.00

	Debtor	Property Address	Landlord	Landlord Address	Cure Amount (as of October 1, 2025)
158	Sonder USA, Inc.	2 Whitaker Street, Savannah, GA, USA	2 Whitaker Street LLC	17 Park of Commerce Boulevard, Suite 105, Savannah, GA, 31405, United States	0.00
159	Sonder USA, Inc.	552 5th Avenue, San Diego, CA, USA	DR Nest, LLC	P.O. Box 60965, Boulder City, N , 89006, United States	0.00
160	Sonder USA, Inc.	1525-1537 Union Street, San Diego, CA, 92101 USA	Union Street Bungalows LLC	Julia Park, 7514 Girard Ave, Ste 1 258, La Jolla, CA 92037	0.00
161	Sonder USA, Inc.	135 Gough Street, San Francisco, CA, USA	Malti Investments LLC	2003 Lemonwood Ct, San Ramon, CA 94582, Attention: Chirag Patel	0.00
162	Sonder USA, Inc.	805 King St, Alexandria, A 22314, USA	Old Town 1, LLC	1616 Camden Road, Suite 210, Charlotte, NC, 28203, United States, Attn: Seth Black	67,384.84
163	Sonder USA, Inc.	2415 Mount ernon Avenue, Alexandria, A 22301, USA	DE Mt. ernon Ave, LLC	Bonaventure Realty Group, 104 Hume Avenue, Alexandria, A 22301, Attn: Asset Management	0.00
164	Sonder USA, Inc.	1823 L Street Northwest, Washington, DC, USA	1823 Owner LLC	140 Street, N.E., Suite 140-B, Washington, DC, 20002, United States, Attention: Steven F. Schwat	0.00
165	Sonder USA, Inc.	816 Potomac Avenue Southeast, Washington, DC, USA	Thomas Jefferson Real Estate LLC	4725 Wisconsin Avenue, N.W., Suite 275, Washington, DC, 20016, United States, c/o Murillo/Maltani Group LLC	0.00
166	Sonder USA, Inc.	818 Potomac Avenue Southeast, Washington, DC, USA	Thomas Jefferson Real Estate LLC	4725 Wisconsin Avenue, N.W., Suite 275, Washington, DC, 20016, United States, c/o Murillo/Maltani Group LLC	0.00
167	Sonder USA, Inc.	415 Waller Street, Austin, T 78702, USA	Divco West	2043 South Lamar Blvd, Suite 2125, Austin, T 78704	0.00
168	Sonder USA, Inc.	19 S Wabash Ave, Chicago, IL 60603	Michael Shenouda	1038 N Ashland Ave, Chicago, IL 60622	0.00
169	Sonder USA, Inc.	3354 Larimer Street, Denver, CO, USA	BMC Investments	2149 Holy St, Denver, CO 80222	186,000.00
170	Sonder USA, Inc.	1600 S Coast Hwy, Laguna Beach, California	Avalon Investors 7, LLC	620 Newport Center Drive, 16th Floor, Newport Beach CA 92660	154,837.00
171	Sonder USA, Inc.	2020 S Coast Hwy, Laguna Beach, California	Eight 88 Hospitality	31752 S. Coast Highway, Suite 300, Laguna Beach, California 92651	169,568.00
172	Sonder USA, Inc.	300 21st Street, Miami Beach, FL, USA	Abbey Hotel Acquisition LLC	1144 Ocean Drive, Miami Beach FL 33139	262,500.00

	Debtor	Property Address	Landlord	Landlord Address	Cure Amount (as of October 1, 2025)
173	Sonder USA, Inc.	1780 Polk Street, Hollywood, FL, USA	Circ Hotel, LLC	1776 Polk Street, Suite 200 Hollywood, FL 33020	671,282.00
174	Sonder USA, Inc.	1101 3rd Avenue South, Minneapolis, MN 55404	1111 Partners, LLC	Swervo Development Corp, 510 First Avenue North, Suite 600 Minneapolis, MN 55403	0.00
175	Sonder USA, Inc.	131 Carondelet Street, New Orleans, LA, USA	New Orleans Redevelopment Fund	2740 St. Louis Street, Suite B, New Orleans, LA 70119	0.00
176	Sonder USA, Inc.	2228 Gravier Street, New Orleans, LA, USA	L M Development Partners	701 Poydras St., Suite 4500. New Orleans, LA 70139	0.00
177	Sonder USA, Inc.	300 South Rampart Street, New Orleans, LA, USA	Kupperman Companies, LLC	322 Joseph Street, New Orleans, Louisiana 70115	0.00
178	Sonder USA, Inc.	2111 Belcourt Ave, Nashville, TN, USA.	Elmington Capital	1030 16th Ave S, Suite 500, Nashville, TN 37212	0.00
179	Sonder USA, Inc.	1705 State Ave, Nashville, TN, USA	JC Ford Company	3841 Green Hills illage Drive, Suite 400, Nashville, TN 37215	0.00
180	Sonder USA, Inc.	211 North Lucerne Circle East, Orlando, FL, USA	Wellborn Investment LLC	17 W Pine St, Orlando, FL 32801	87,316.00
181	Sonder USA, Inc.	130 South Juniper Street, Philadelphia, PA, USA	Maverick Capital	123 South Broad Street, Suite 2450, Philadelphia, PA 19109	0.00
182	Sonder USA, Inc.	1200 Stewart Street, Seattle, WA 98101	Project Stewart LLC	Attn: Property Manager; 2107 Elliott Avenue; Suite 303, Seattle WA 98121	0.00
183	Sonder USA, Inc.	50 Terminal Street, Building 2, Unit 702, Charlestown, MA 02129	Charlestown Commerce Center Inc. dba CCC Realty Trust	50 Terminal Street, Building 2, Unit 702, Charlestown, MA 02129	3,240.95
184	Sonder USA, Inc.	615 First Ave NE., 1 <sup>st</sup> Floor, Minneapolis, MN 55413	615 Properties, LLC	900 North 3 <sup>rd</sup> Street, Minneapolis, MN 554101	90.00
185	Sonder Hospitality USA, Inc.	2486-2488 W. 2 <sup>nd</sup> Avenue, Denver, CO 80223	West 2nd Avenue Development, LLC (Formerly Known As Drs Professional Restoration, LLC)	6707 S Wolff Ct Littleton, CO 80128	0.00
186	Sonder Hospitality USA, Inc.	2725-27 LaFitte Street, New Orleans, Louisiana, 70119	2727 Lafete, LLC	1582 Magazine Street New Orleans, LA 70130 Attn: Tyler Robinson	0.00
187	Sonder Hospitality USA, Inc.	2726 Toulouse St., New Orleans, Louisiana, 70119	2727 Lafete, LLC	1582 Magazine Street New Orleans, LA 70130 Attn: Tyler Robinson	0.00

**EXHIBIT C**

**Form of Assumption and Assignment Agreement**



### **ASSUMPTION AND ASSIGNMENT AGREEMENT**

This ASSUMPTION AND ASSIGNMENT AGREEMENT (the “Agreement”), dated as of \_\_\_\_\_, 2025, is by and between Jami Nimeroff, Esquire (“Assignor” or “Trustee”), the court-appointed, interim chapter 7 trustee for the estates of Sonder Holdings Inc. and its affiliated debtors (the “Debtors”) and \_\_\_\_\_ (“Assignee,” and together with the Assignor, the “Parties,” and each a “Party”). For the avoidance of doubt, all provisions of the applicable assigned contract, including any provision limiting future assignment, shall be binding on the applicable Assignee after consummation of the assignment of such contract by the Trustee to the Assignee.

### **RECITALS**

WHEREAS, the Debtors have each filed a voluntary petition for relief pursuant to chapter 7 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (as amended, the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), which cases are jointly administered under Case No. 25-12040 (collectively, the “Bankruptcy Cases”), and the Trustee has been appointed by the Bankruptcy Court as interim chapter 7 trustee of the Debtors’ estates;

WHEREAS, the Trustee has succeeded to all rights of the Debtors under the Assigned Assets(s) or the Leases and with respect to the Premises (each as defined herein); and

WHEREAS, Trustee has agreed to assign and Assignee has agreed to assume the unexpired lease(s) listed on **Schedule A** attached hereto (the “Assigned Asset(s)” or the “Lease(s)”) with respect to the premises set forth on **Schedule A** (the “Premises”), pursuant to the terms and conditions of the *Motion Of Jami Nimeroff, Interim Chapter 7 Trustee Of The Debtors’ Estates For Entry Of An Order: (I) Approving The Form And Manner Of Proposed Bidding Procedures; (II) Approving Assumption And Assignment Procedures; (III) Authorizing The Sale Of Certain Of The Debtors’ Unexpired Real Property Leases Free And Clear; And (IV) Granting Related Relief* [Docket No. 123] (the “Bidding Procedures Motion”), subject to approval by the Court in the Bankruptcy Cases.

NOW, THEREFORE, in consideration of the Premises and the mutual agreements herein contained, the parties hereto agree as follows:

### **AGREEMENT**

1. **Assignment and Assumption.**

(a) Assignor hereby sells, transfers, conveys, assigns and sets over to Assignee, its successors and assigns, all of Assignor’s right, title, and interest in and to the Assigned Asset(s).

(b) Assignee hereby assumes and undertakes to pay, perform, and discharge all of Assignor’s obligations and duties with respect to the Assigned Asset(s).

2. **Payment of Purchase Price.** Assignee shall, on the date hereof, deliver the purchase price for the Assigned Asset(s) in the amount of \$\_\_\_\_\_ (the “Purchase Price”) in immediately available funds wired to the account specified by Assignor. Assignee will additionally reimburse Assignor for all amounts that came due, were required to be paid, and were in fact paid in connection with the Assigned Asset(s) on and after [●], 2025.

3. **Assumption of Liabilities.** In addition to assuming all remaining obligations that exist with respect to the Assigned Asset(s), including, but not limited to, accrued but unbilled adjustments for common



area maintenance, real estate taxes, and insurance, Assignee shall assume and cure all outstanding liabilities with respect to the Assigned Asset(s).

4. No Further Liability of Assignor. From and after the date hereof, Assignor shall have no further obligations and duties with respect to the Assigned Asset(s).

5. Further Assurances. At any time and from time to time after the date hereof, at the request of Assignee, and without further consideration, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment, and confirmation or consents and take such other action as Assignee may reasonably request as necessary or desirable in order to more effectively transfer, convey, and assign to Assignee Assignor's rights to the Assigned Asset(s).

6. "As Is Where Is" Transaction. Assignee hereby acknowledges and agrees that Assignor makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Assigned Asset(s). Without limiting the foregoing, Assignor hereby disclaims any warranty (express or implied) of merchantability or fitness for any particular purpose as to any portion of the Assigned Asset(s). Assignee further acknowledges that the Assignee has conducted an independent inspection and investigation of the physical condition of the Assigned Asset(s) and all such other matters relating to or affecting the Assigned Asset(s) as Assignee deemed necessary or appropriate and that in proceeding with its acquisition of the Assigned Asset(s), Assignee is doing so based upon such independent inspections and investigations. Accordingly, Assignee will accept the Assigned Asset(s) "AS IS" and "WHERE IS."

7. Compliance With Law. Assignee hereby agrees to comply with all applicable laws. Assignee agrees to indemnify and hold Assignor harmless for any violation or alleged violation of this section.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of law.

9. Jurisdiction. The Parties consent to the exclusive jurisdiction of the United States Bankruptcy Court for the District of Delaware with respect to all matters arising under or relating to this Agreement. The Parties hereby irrevocably waive any objection on the grounds of venue, forum non conveniens, or any similar grounds and irrevocably consent to service of process by mail or in any other manner permitted by applicable law. The Parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement.

10. No Reliance. Each Party represents and warrants that in entering into this Agreement it is relying on its own judgment, belief and knowledge and, as applicable, on that of any attorney it has retained to represent it in this matter. In entering into this Agreement, no Party is relying on any representation or statement made by any other Party or any person representing such other Party.

11. Construction. This Agreement has been drafted through a cooperative effort of both Parties, and neither Party shall be considered the drafter of this Agreement so as to give rise to any presumption of convention regarding construction of this document. All terms of this Agreement were negotiated in good faith and at arm's-length, and this Agreement was prepared and executed without fraud, duress, undue influence, or coercion of any kind exerted by any of the Parties upon the other. The execution and delivery of this Agreement is the free and voluntary act of the Parties.

12. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All signatures of the Parties to this Agreement may be transmitted by facsimile or by electronic

mail, and such transmission will, for all purposes, be deemed to be the original signature of such Party whose signature it reproduces, and will be binding upon such Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**ASSIGNOR:**  
**[COMPANY]**

By \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

**ASSIGNEE:**  
**[ASSIGNEE]**

By \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

**Schedule A**

**Description of Asset(s)**

**EXHIBIT D**

**Form of Lease Termination Agreement**

## **LEASE TERMINATION AGREEMENT**

This lease termination agreement (the “Agreement”) is made as of [●], 2025 by and between [●] (“Landlord”) and Jami Nimeroff, Esquire (the “Trustee,” together with the Landlord, the “Parties,” and each a “Party”), the court-appointed, interim chapter 7 trustee for the estates of Sonder Holdings Inc. and its affiliated debtors (the “Debtors”).

### **RECITALS**

WHEREAS, Landlord and [●] (the “Tenant”) are party to that certain lease dated [●], [●] (as amended, supplemented, or otherwise modified from time to time, the “Lease”), covering certain premises located at [●] (as more specifically described in the Lease, the “Premises”);

WHEREAS, Tenant, along with its affiliated debtors and debtors in possession, has filed a voluntary petition for relief pursuant to chapter 7 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (as amended, the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) and the Trustee has been appointed by the Bankruptcy Court as interim chapter 7 trustee of the Debtors’ estates;

WHEREAS, the Trustee has succeeded to all rights of Tenant under the Lease and with respect to the Premises; and

WHEREAS, the Parties desire to enter into this Agreement to, among other things, restore Landlord’s possession of the Premises as of the Termination Date (as hereinafter defined) and release each other of all further obligations under the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Landlord and Trustee hereby covenant and agree as follows, subject only to entry of an order of the Bankruptcy Court approving this Agreement:

### **AGREEMENT**

1. Recitals. The Recitals are incorporated herein as if set forth at length.
2. Lease Termination. The Lease is terminated effective as of [●], 2025 (the “Termination Date”). The Trustee shall deliver possession and control of the Premises to the Landlord no later than the Termination Date.
3. Consideration. No later than the Termination Date, Landlord shall pay to Trustee the sum of [●] (\$[●]) in accordance with the following provisions:
  - a. Landlord shall purchase any and all remaining inventory on the Premises from Trustee for [●] (\$[●]);
  - b. Landlord shall purchase Trustee’s remaining interest in the Lease for [●] (\$[●]); and
  - c. Landlord shall purchase any and all furniture, fixtures, and equipment on the Premises from Trustee for [●] (\$[●]).

4. Landlord Release of Trustee and Tenant. Effective as of the Termination Date, for valuable consideration, and the mutual covenants and agreements contained herein, Landlord does hereby fully, forever and irrevocably release, discharge and acquit Trustee, Tenant, and each of their respective past and present affiliates, and the respective past and present officers, directors, shareholders, agents, property managers, and employees of each and all of the foregoing entities, and its and their respective successors, heirs, and assigns, and any other person or entity now, previously, or hereafter affiliated with any or all of the foregoing entities, of and from any and all rights, claims, demands, obligations liabilities, indebtedness, breaches of contract, breaches of duty or any relationship, acts, omissions, misfeasance, malfeasance, cause or causes of action, debts, sums of money, accounts, compensations, contracts, controversies, promises, damages, costs, losses and expenses of every type, kind, nature, description or character, and irrespective of how, why, or by reason of what facts, whether heretofore or now existing, or that could, might, or may be claimed to exist, of whatever kind or name, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, claimed or unclaimed, whether based on contract, tort, breach of any duty, or other legal or equitable theory of recovery, each as though fully set forth herein at length, including, without limitation, any and all claims evidenced by the Lease.

5. Trustee Release of Landlord. Effective as of the Termination Date, for valuable consideration, and the mutual covenants and agreements contained herein, Trustee does hereby fully, forever and irrevocably release, discharge and acquit Landlord, and its respective past and present affiliates, and the respective past and present officers, directors, shareholders, agents, property managers and employees of each and all of the foregoing entities, and its and their respective successors, heirs, and assigns, and any other person or entity now, previously, or hereafter affiliated with any or all of the foregoing entities, of and from any and all rights, claims, demands, obligations liabilities, indebtedness, breaches of contract, breaches of duty or any relationship, acts, omissions, misfeasance, malfeasance, cause or causes of action, debts, sums of money, accounts, compensations, contracts, controversies, promises, damages, costs, losses and expenses of every type, kind, nature, description or character, and irrespective of how, why, or by reason of what facts, whether heretofore or now existing, or that could, might, or may be claimed to exist, of whatever kind or name, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, claimed or unclaimed, whether based on contract, tort, breach of any duty, or other legal or equitable theory of recovery, each as though fully set forth herein at length, including, without limitation, any and all claims evidenced by the Lease.

6. As further consideration for the releases set forth in sections 4 and 5 of this Agreement (together, the “Release”), the Parties hereto, for themselves and their successors and assigns, hereby agree, represent and warrant that the matters released herein are not limited to matters that are known or disclosed, and the Parties hereby waive any and all rights and benefits that they now have, or in the future may have, conferred upon it by virtue of the provisions of section 1542 of the Civil Code of the State of California (or any other statute or common law principles of similar effect), which section provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

7. In this connection, the Parties hereby agree, represent and warrant that they realize and acknowledge that factual matters now unknown to them may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses, and expenses that are presently unknown, unanticipated, and unsuspected, and the Parties further agree, represent and warrant that this Release has been negotiated and agreed upon in light of that realization and that, except as expressly limited

above, it nevertheless hereby intends to release, discharge, and acquit the Parties from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses, and expenses.

8. Conditions Precedent. Notwithstanding anything to the contrary in this Agreement, Trustee's obligations and release of claims under this Agreement are subject to the Bankruptcy Court's entry of an order approving this Agreement.

9. Authority to Settle. Each of the Parties to this Agreement respectively represents and warrants that each such Party has the absolute and unfettered power, right and authority to enter into this Agreement and settle, compromise and release fully and completely all matters and claims contemplated to be resolved hereby. Each of the Parties to this Agreement respectively represents and warrants that each such Party owns and controls each of the claims, causes of action, or other matters that are the subject matter of this Agreement and that it has not assigned or transferred to any other person any of such claims, causes of action, or other matters.

10. Entire Agreement. This Agreement contains the entire agreement and understanding concerning the subject matter of the Agreement supersedes and replaces all prior negotiations and proposed settlement agreements, written or oral. Each of the Parties to this Agreement respectively represents and warrants that no other Party to this Agreement, nor any agent or attorney of any such Party, has made any promise, representation or warranty, express or implied, not contained in this Agreement to induce any Party to execute this Agreement. Each of the Parties to this Agreement further acknowledges that such Party is not executing this Agreement in reliance on any promise, representation or warranty not contained in this Agreement.

11. Advice of Counsel. Each of the Parties to this Agreement respectively represents and warrants that each such Party has (a) been adequately represented, or has had the opportunity to be represented, by independent legal counsel of its own choice, throughout all of the negotiations that preceded the execution of this Agreement, (b) executed this Agreement with the consent and upon the competent advice of such counsel, or that it has had the opportunity to seek such consent and advice, (c) read this Agreement, and understands and assents to all the terms and conditions contained in this Agreement without any reservations; and (d) had, or has had the opportunity to have had, the same explained to it by its own counsel. In entering into this Agreement, no Party is relying on any representation or statement made by any other Party or any person representing such other Party.

12. Attorneys' Fees. Each Party to this Agreement agrees that in the event a dispute arises as to the validity, scope, applicability, or enforceability of this Agreement, the prevailing Party shall be entitled to recover its costs and attorneys' fees.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same document. Further, each of the Parties to this Agreement agrees that scanned signatures of each Party hereto shall be deemed original signatures and shall be binding on each such Party whose signature is by scan to the same extent as if it were its original signature.

14. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware, without regard to conflicts of laws principles that would require the application of the law of another jurisdiction.

15. Jurisdiction. The Parties consent to the exclusive jurisdiction of the United States Bankruptcy Court for the District of Delaware with respect to all matters arising under or relating to this Agreement. The Parties hereby irrevocably waive any objection on the grounds of venue, forum non



conveniens, or any similar grounds and irrevocably consent to service of process by mail or in any other manner permitted by applicable law. The Parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement.

16. Miscellaneous.

(a) The headings of the sections of this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement. This Agreement and its terms, provisions, covenants and conditions may not be amended, changed, altered, modified or waived except by an express instrument in writing signed by each and all of the Parties hereto.

(b) This Agreement and each of its provisions are binding upon and shall inure to the benefit of the Trustee's successors and assigns.

(c) Each of the Parties to this Agreement shall take all necessary steps, cooperate, and use reasonable best efforts to obtain and achieve the objectives and fulfill the obligations of this Agreement. Each of the Parties hereto shall cooperate with each other and shall execute and deliver any and all additional notices, papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of this Agreement.

(d) Each of the Parties to this Agreement shall pay all of its own legal fees, costs, and any other expenses incurred or to be incurred in connection with the consummation of this Agreement.

(e) The determination of the terms of, and the drafting of, this Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties hereto and their counsel. Because this Agreement was drafted with the participation of all Parties hereto and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. Each of the Parties to this Agreement respectively represents and warrants that each such Party was represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Agreement, and there was no disparity in bargaining power among the Parties to this Agreement.

*[Signatures appear on following page]*

IN WITNESS HEREOF, the Parties have duly executed this Agreement as of the date first written above.

**LANDLORD:**

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

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

Its: \_\_\_\_\_

**TRUSTEE**

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

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

*[Signature Page to Lease Termination Agreement]*

**EXHIBIT E**

**Sale Notice**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

SONDER HOLDINGS INC.<sup>1</sup>, et al.,

Debtors.

Chapter 7

Case No. 25-12040 (KBO)

**NOTICE OF HEARING TO CONSIDER APPROVAL SALE OF THE CERTAIN OF  
THE DEBTORS' ASSETS FREE AND CLEAR**

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**PLEASE TAKE NOTICE OF THE FOLLOWING:**

On November 14, 2025 (the “Petition Date”), each of the above-captioned debtors (the “Debtors”) filed a voluntary petition under chapter 7 of the Title 11 of the United States Code (the “Bankruptcy Code”) with the United States Bankruptcy Court for the District of Delaware (the “Court”). On November 17, 2025, Jami Nimeroff, Esquire (the “Trustee”), was appointed as the interim chapter 7 trustee for the estates of Sonder Holdings Inc. and its affiliated debtors (the “Debtors”) in the above-captioned bankruptcy cases (collectively, the “Bankruptcy Case”).

On December 3, 2025 the Court entered an order [Dkt. No. 192] (the “Bidding Procedures Order”) granting, among other things, certain relief requested in the related motion [Dkt. No. 123](the “Bidding Procedures Motion”), including authorizing the Debtors to solicit bids and approving the procedures set forth herein (collectively, the “Bidding Procedures”) in connection with the proposed sale (the “Sale”) of certain of the Debtors’ leases described more fully in the Bidding Procedures Motion (collectively, with all associated owned personal property, located at, or used primarily in connection with, such properties and all owned digital assets (e.g. photos) associated with such properties, to the extent transferable, any licenses or permits necessary for the operation of the properties, and any and all codes, keys and similar access mechanisms required to access

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<sup>1</sup> The Debtors in these Chapter 7 cases, along with the last four digits of their federal tax identification numbers, are Sonder Holdings, Inc. (7088), Sonder Germany GMBH (NONE), Sonder Group Holdings LLC (NONE), Sonder Guest Services LLC (3210), Sonder Holdings LLC (5746), Sonder Hospitality Holdings LLC (NONE), Sonder Hospitality USA Inc. (8502), Sonder Partner Co. (5584), Sonder Technology Inc. (4436) and Sonder USA Inc. (1947). The Chapter 7 Trustee’s mailing address is Jami B. Nimeroff, Chapter 7 Trustee, 919 North Market Street, Suite 420, Wilmington, DE 19801.

and maintain the properties, the “Assets”) free and clear of all liens, claims, encumbrances, and interests.

Please take notice of the following key dates and deadlines relative to the Sale(s):

<u>Date and Time</u> (prevailing Eastern Time)	<u>Event or Deadline</u>
December 28, 2025 at 5:00 p.m. ET	Cure Notice Objections Only <sup>2</sup>
December 30, 2025, at 12:00 p.m. ET	Deadline To Submit Proposed Bids
January 7, 2026 at 10:00 a.m. ET	Auction Date, if necessary
January 9, 2026, at 12:00 p.m. ET	Deadline for Winning Bidder and Backup Bidder to Supply Adequate Assurance Package
January 14, 2026 at 5:00 p.m. ET	Sale Objection Deadline and Deadline to Object to Adequate Assurance Package and/or Assumption and Assignment of Contract
January 20, 2026 at 12:00 p.m. ET	Deadline for Trustee to respond to Sale Objections, if any, and to file a Notice of Agenda for the Sale Hearing
January 21, 2026 at 3:00 p.m. ET	Sale Hearing, if necessary
January 23, 2026 at 9:00 a.m. ET	Hearing on Remaining “Open” Issues including outstanding Cure Notice Objections and Adequate Assurance Package Objections
January 28, 2026	Closing Date

The deadline by which any contract counterparty must file an objection to: (i) the Proposed Cure Amount is December 28, 2025 at 5:00 p.m. ET (the “Cure Objection Deadline”); (ii) to the proposed Adequate Assurance Package is January 14, 2026 at 5:00 p.m. ET (the “Adequate Assurance Objection Deadline”), and (iii) any order approving the Sale, approval of the Sale, approval of the Sale Agreement, if any, is January 21, 2026 at 3:00 p.m. ET (the “Sale Objection Deadline,” and together with the Cure Objection Deadline and Adequate Assurance Objection Deadline, the “Objection Deadlines”). All objections to entry must (a) be in writing; (b) conform to the applicable provisions of the Bankruptcy Rules and the Local Rules; (c) state with particularity the legal and factual basis for the sale objection and the specific grounds therefor; and (d) **be filed with the Court and actually received by the following parties no later than the applicable Objection Deadline:** (a) the Trustee, Jami Nimeroff, Esquire, 919 N. Market Street, Suite 420, Wilmington, Delaware 19801; (b) proposed counsel to the Trustee, Duane Morris LLP, 30 South 17<sup>th</sup> Street, Philadelphia, Pennsylvania 19103, Attn.: Lawrence J. Kotler (LJKotler@duanemorris.com); (c) the United States Trustee, 844 King Street,

<sup>2</sup> To be clear, the December 28, 2025 deadline is just for landlord counterparties to object to the proposed Cure Amounts set forth on the Assignment and Cure Notice. This is not the deadline to object to the assumption and assignment of their Contract, any Assumption and Assignment Procedures or the “Adequate Assurance Package” (as that term is defined in the Bidding Procedures’ Order).

Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Hannah McCollum; and (d) counsel to the Debtors, Laura Davis Jones, Esquire, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17<sup>th</sup> Floor, Wilmington, DE 19801.

The Sale Hearing to consider approval of the Sale and the Sale Agreement will be held before the Honorable Chief Judge Karen Owens, at the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 6th Floor, Courtroom 3, Wilmington, Delaware 19801, on **January 21, 2026, at 3:00 p.m. (prevailing Eastern Time)**.

The Sale Hearing may be adjourned by the Trustee in consultation with the Winning Bidder, from time to time without further notice to creditors or other parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing, or by filing a hearing agenda or notice on the docket of these Bankruptcy Cases timely object to the Sale, and also file a notice of alternative bid with the Court prior to the Sale Objection Deadline.

Copies of the Motion, the Proposed Order, this notice, and any other related documents are available for a fee via PACER by visiting <https://pacer.uscourts.gov>.

**THIS NOTICE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE MOTION, AND ANY ORDER THE COURT MAY ENTER FOLLOWING THE SALE HEARING.**

*[Remainder of page intentionally left blank]*

Dated: December 12, 2025

**DUANE MORRIS LLP**

*/s/ Lawrence J. Kotler*

---

Lawrence J. Kotler (DE 4181)

Drew S. McGehrin (DE 6508)

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*Proposed Counsel to the Chapter 7 Trustee*