Docket #0017 Date Filed: 12/23/2024

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	:	Chapter 11
THE CONTAINER STORE GROUP, INC., *et al.*,	:	Case No. 24-90627 (ARP)
Debtors.[1]	:	(Joint Administration Requested)

EMERGENCY MOTION OF DEBTORS FOR ENTRY OF ORDER (I) SCHEDULING COMBINED HEARING TO CONSIDER (A) FINAL APPROVAL OF DISCLOSURE STATEMENT, (B) APPROVAL OF SOLICITATION PROCEDURES AND FORM OF BALLOT, AND (C) CONFIRMATION OF PLAN; (II) ESTABLISHING AN OBJECTION DEADLINE TO OBJECT TO DISCLOSURE STATEMENT AND PLAN; (III) APPROVING THE FORM AND MANNER OF NOTICE OF COMBINED HEARING, OBJECTION DEADLINE, AND NOTICE OF COMMENCEMENT; (IV) APPROVING NOTICE AND OBJECTION PROCEDURES FOR THE ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (V) CONDITIONALLY WAIVING REQUIREMENT OF FILING SCHEDULES OF ASSETS AND LIABILITIES, STATEMENTS OF FINANCIAL AFFAIRS, AND 2015.3 REPORTS; (VI) CONDITIONALLY WAIVING REQUIREMENT TO CONVENE THE SECTION 341 MEETING OF CREDITORS; (VII) CONDITIONALLY APPROVING THE DISCLOSURE STATEMENT AND (VIII) GRANTING RELATED RELIEF

Emergency relief has been requested. Relief is requested not later than 1:00 p.m. (prevailing Central Time) on December 23, 2024.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

[1] The Debtors in these cases, together with the last four digits of each Debtor's taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors' mailing address is 500 Freeport Parkway, Coppell, TX 75019.

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A hearing will be conducted on this matter on December 23, 2024 at 1:00 p.m. (prevailing Central Time) in Courtroom 400, 4th floor, 515 Rusk Street, Houston, Texas 77002. Participation at the hearing will only be permitted by an audio and video connection.

Audio communication will be by use of the Court's dial-in facility. You may access the facility at 832-917-1510. Once connected, you will be asked to enter the conference room number. Judge Perez's conference room number is 282694. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Perez's home page. The meeting code is "JudgePerez". Click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the "Electronic Appearance" link on Judge Perez's home page. Select the case name, complete the required fields and click "Submit" to complete your appearance.

The above-captioned debtors in possession (collectively, the "***Debtors***") respectfully state as follows in support of this motion (this "***Motion***"):

RELIEF REQUESTED

1. By this Motion, the Debtors seek entry of an order, substantially in the form attached hereto (the "***Proposed Order***"):

a. scheduling a combined hearing (the "***Combined Hearing***") for January 24, 2025 (or as soon thereafter as the Court (as defined below) has availability), at which the Court will consider (i) approval of the *Disclosure Statement for Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* (as may be amended, modified, or supplemented from time to time, the "***Disclosure Statement***") and (ii) confirmation of the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* (as may be amended, modified, or supplemented from time to time, the "***Plan***");[2]

b. establishing a deadline for the filing of objections to the final approval of the Disclosure Statement and confirmation of the Plan for January 21, 2025 at 4:00 p.m. (prevailing Central Time) (the "***Objection Deadline***");

[2] Capitalized terms used but not defined herein have the meanings given to them in the Plan or, if not defined therein, in the First Day Declaration (as defined below).

c. approving the form of notice of the Combined Hearing, the Objection Deadline, and the commencement of the Chapter 11 Cases (as defined below) (the "***Combined Notice***"), the form of which is attached as Exhibit 1 to the Proposed Order;

d. approving the Solicitation Procedures (as defined below) with respect to the Plan, including the form of Ballot and Voting Instructions (each as defined below) attached as Exhibit 2 to the Proposed Order;

e. approving the form and manner of non-voting status notice (the "***Non-Voting Status Notice***") attached as Exhibit 3 to the Proposed Order;

f. approving the forms and manner of the release opt-out forms for third-party Holders of Claims and Interests in the Non-Voting Classes (as defined below) (the "***Release Opt-Out Forms***"), attached as Exhibits 4A and 4B to the Proposed Order;

g. approving the timing and manner of delivery and publication (as applicable) of the Combined Notice, the Non-Voting Status Notice, and the Release Opt-Out Forms;

h. approving the notice and objection procedures in connection with the assumption of Executory Contracts and Unexpired Leases pursuant to the Plan;

i. extending the time for the Debtors to file (i) schedules of assets and liabilities and statements of financial affairs (collectively, the "***Schedules and Statements***") and (ii) initial reports of financial information (the "***2015.3 Reports***") in respect of entities in which their Estates hold a controlling interest as set forth in Bankruptcy Rule 2015.3, in each case, through and including February 23, 2025 (the "***SOAL/SOFA Deadline***"), and conditionally waiving the requirement that the Debtors file the Schedules and Statements and 2015.3 Reports upon confirmation of the Plan;

j. conditionally waiving the requirement for the United States Trustee for the Southern District of Texas (the "***U.S. Trustee***") to convene the meeting of creditors under section 341 of the Bankruptcy Code if the Plan becomes effective on or before the SOAL/SOFA Deadline;

k. conditionally approving the Disclosure Statement; and

l. granting related relief.

2. In connection with the foregoing, the Debtors request that the Court approve (subject to the Court's availability) the following schedule of proposed dates related to relief

requested in the Motion (the "***Proposed Confirmation Schedule***"), which dates comply with the milestones contained in the Debtors' Transaction Support Agreement (as defined below):

Event	Deadline	Notes
Voting Record Date	December 18, 2024	N/A
Commence Solicitation (the "***Solicitation Date***")	December 21, 2024	N/A
Petition Date	December 22, 2024	N/A
Mail Combined Notice and Non-Voting Status Notice	December 24, 2024 or as soon as practicable thereafter	N/A
Publication Deadline	December 27, 2024 or as soon as practicable thereafter	N/A
Plan Supplement Filing Deadline	January 14, 2025	Seven (7) days before Objection Deadline
Deadline to Vote on the Plan and Return Release Opt-Out Forms (the "***Voting Deadline***")	January 21, 2025 at 4:00 p.m. (prevailing Central Time)	Solicitation Date *plus* thirty-one (31) days
Objection Deadline	January 21, 2025 at 4:00 p.m. (prevailing Central Time)	Three (3) days before Combined Hearing
File Confirmation Materials	January 23, 2025 at 12:00 p.m. (prevailing Central Time)	One (1) day before Combined Hearing
Combined Hearing	January 24, 2025 at 1:00 p.m. (prevailing Central Time)	Thirty-three (33) days after Petition Date
Section 341(a) Meeting / SOAL/SOFA Deadline (if applicable)	February 23, 2025	Combined Hearing Date *plus* thirty (30) days

3. Below is a list of attachments and exhibits referenced in the Motion:

Attachment / Exhibit	Exhibit
Combined Notice	Exhibit 1 to the Proposed Order
Form of Ballot for Class 3 (Term Loan Claims)	Exhibit 2 to the Proposed Order
Non-Voting Status Notice	Exhibit 3 to the Proposed Order
Release Opt-Out Form (General)	Exhibit 4A to the Proposed Order

Attachment / Exhibit	Exhibit
Release Opt-Out Form (Beneficial Owners of Common Stock)	Exhibit 4B to the Proposed Order

JURISDICTION AND VENUE

4. The United States Bankruptcy Court for the Southern District of Texas (the "***Court***") has jurisdiction to consider this Motion under 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b) and the Court may enter a final order consistent with Article III of the United States Constitution.

5. Venue of these cases and this Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

6. The statutory and legal predicates for the relief requested herein are sections 105(a), 341, 365, 1125, 1126, and 1128 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (as amended and modified, the "***Bankruptcy Code***"), Rules 1007(b), 2002, 3017, 3018, 3020, 6003, 6004, and 9006 of the Federal Rules of Bankruptcy Procedure (the "***Bankruptcy Rules***"), Rule 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the "***Bankruptcy Local Rules***"), and the Procedures for Complex Cases in the Southern District of Texas (the "***Complex Case Procedures***").

BACKGROUND

7. On December 22, 2024 (the "***Petition Date***"), the Debtors filed voluntary petitions in the Court commencing cases for relief under chapter 11 of the Bankruptcy Code (the "***Chapter 11 Cases***"). The Debtors continue to manage and operate their businesses as debtors in possession under sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been requested and no committee has been appointed in the Chapter 11 Cases.

8. The factual background regarding the Debtors, including their business operations, their capital and debt structures, and the events leading to the filing of the Chapter 11 Cases, is set forth in detail in the *Declaration of Chad E. Coben, Chief Restructuring Officer, in Support of Chapter 11 Petitions and First Day Motions*, filed contemporaneously herewith (the "***First Day Declaration***"), which is fully incorporated herein by reference.

9. Contemporaneously with the filing of the Motion, the Debtors filed a motion with the Court pursuant to Bankruptcy Rule 1015(b) requesting joint administration of the Chapter 11 Cases for procedural purposes only.

10. The Chapter 11 Cases are "prepackaged" cases commenced for the purpose of implementing agreed restructuring and recapitalization transactions among the Debtors and their key stakeholders. Prior to the Petition Date, the Debtors entered into that certain Transaction Support Agreement, dated as of December 21, 2024 (as may be amended, modified or supplemented, the "***Transaction Support Agreement***") with lenders that collectively hold over 90% of the outstanding principal amount of term loans under the Debtors' Prepetition Term Loan Facility (the "***Consenting Term Lenders***"), including those certain members of an ad hoc term lender group represented by Paul Hastings LLP (the "***Ad Hoc Group***"). The holders of the outstanding principal amount of asset-backed loans under the Debtors' Prepetition ABL Facility (the "***Prepetition ABL Lenders***") are not parties to the Transaction Support Agreement.

11. The Plan contemplates that all Allowed General Unsecured Claims (as defined in the Plan) will be paid in full or will otherwise be unimpaired and "ride through" the Chapter 11 Cases, and brings in at least approximately $60 million of new liquidity for the Debtors to fund go forward operations. The Debtors are seeking confirmation of the Plan as quickly as the Court's

schedule and requisite notice periods will permit to implement the proposed restructuring and recapitalization transactions under the Transaction Support Agreement and Plan.

I. THE PLAN

12. The Plan contemplates the following key Restructuring Transactions:

- reduction of the Debtors' total funded debt from approximately $243.1 million to approximately $190 million upon emergence pursuant to the terms of the Transaction Support Agreement and the DIP & Exit ABL Commitment Letter, comprising (i) a new first-out exit term loan facility in an aggregate principal amount of $40 million (*plus* payable in kind fees on account of the DIP Put Option Premium and Commitment Premium) (the "***First-Out Exit Term Loans***") and a new second-out exit term loan facility in the aggregate principal amount of $75 million (the "***Second-Out Exit Term Loans***", and together with the First-Out Exit Term Loans, the "***Exit Term Loans***") and (ii) the exchange and rollup of the ABL DIP Claims into exit revolving loans pursuant to the terms of the DIP & Exit ABL Commitment Letter (the "***Exit ABL Loans***" and, together with the Exit Term Loans, the "***Exit Facilities***"). The Exit ABL Loans will be implemented under a new credit agreement, on the terms and conditions set forth in the DIP & Exit ABL Commitment Letter (the "***Exit ABL Credit Agreement***").

- the Chapter 11 Cases will be financed (i) by a backstopped senior secured debtor-in-possession credit facility (the "***DIP Term Loan Facility***") in an aggregate amount of up to $115 consisting of (a) an aggregate amount of up to $40 million in "new money" loans (the "***First-Out DIP Term Loans***") and (b) the roll up of $75 million of loans under the Prepetition Term Loan Facility (the "***Second-Out DIP Term Loans***," and together with the First-Out DIP Term Loans, the "***DIP Term Loans***"), (ii) a $140 million debtor in possession asset based revolving credit facility (the "***DIP ABL Loan Facility***," and together with the DIP Term Loan Facility, the "***DIP Facilities***"), and (iii) through the consensual use of Cash Collateral. Upon emergence, the DIP Facilities will convert into the Exit Facilities.

- the DIP Facility will be backstopped by certain of the Consenting Term Lenders (the "***DIP Backstop Parties***") who, subject to entry of the Interim DIP/Cash Collateral Order, will be entitled to receive their pro rata share of a put option premium comprising 5% of the aggregate amount of the commitments to fund the First-Out DIP Term Loans under the DIP Term Loan Facility, payable in kind upon the initial funding of the First-Out DIP Term Loans in the form of additional First-Out DIP Term Loans (the "***DIP Put Option Premium***"). In addition, in consideration for providing commitments to fund the First-Out DIP Term Loans under the DIP Term Loan Facility, the DIP Term Lenders, subject to entry of the Interim DIP/Cash Collateral Order, shall be entitled to a non-refundable payment equal to 2% of the aggregate principal amount of the First-Out DIP Term Loans (the "***Commitment Premium***"), which shall be fully earned upon entry of the

Interim DIP/Cash Collateral Order and due and payable in kind at the initial funding of First-Out DIP Term Loans in the form of additional First-Out DIP Term Loans.

13. The following chart represents the classification of Claims against and Interests in the Debtors under the Plan:

Class	Claim/Equity Interest	Status (Unimpaired or Impaired)	Voting Rights	Projected Plan Recovery
1	Other Secured Claims	Unimpaired	Presumed to Accept	100%
2	ABL Claims	Unimpaired	Presumed to Accept	100%
3	Term Loan Claims	Impaired	Entitled to Vote	4.5% to 17.6%
4	General Unsecured Claims	Unimpaired	Presumed to Accept	100%
5	Subordinated Claims	Impaired	Deemed to Reject	0%
6	Intercompany Claims	Unimpaired or Impaired	Presumed to Accept or Deemed to Reject	N/A
7	Intercompany Interests	Unimpaired or Impaired	Presumed to Accept or Deemed to Reject	N/A
8	Existing Equity Interests	Impaired	Deemed to Reject	0%

II. THE NOTICE AND SOLICITATION PROCEDURES

A. The Notice Procedures

14. Since executing the Transaction Support Agreement, the Debtors have provided notice of the Plan and the Disclosure Statement (as well as the launch of solicitation) to parties in interest, including parties entitled to vote to accept or reject the Plan in the following ways:

a. issuing a press release announcing entry into the Transaction Support Agreement and related restructuring steps;

b. filing public disclosures, including pursuant to Form 8-K, with the Securities and Exchange Commission;

c. posting the Plan and the Disclosure Statement on the password-protected website of the Debtors' proposed noticing and solicitation agent, Verita Global (the "***Solicitation Agent***" or "***Verita***"); and

d. communicating with the U.S. Trustee regarding the Plan, the Disclosure Statement and the Solicitation Procedures, as well as the other motions filed by the Debtors contemporaneously herewith seeking first-day relief.

15. Following entry of the Proposed Order, the Debtors will provide further notice of the Plan and the Disclosure Statement in the following ways:

a. serving the Combined Notice on parties in interest;

b. publishing a notice in a form substantially similar to the Combined Notice in *USA Today* and *The New York Times*; and

c. serving the Non-Voting Status Notice on third parties not entitled to vote on the Plan.

B. The Solicitation Procedures

16. In accordance with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and all other applicable rules, laws, and regulations, beginning on December 21, 2024, before the Petition Date, the Solicitation Agent mailed or delivered (or caused to be mailed or delivered) electronically to each Holder of a Claim in Class 3 (Term Loan Claims) under the Plan (the "***Voting Class***") that held such Claim as of December 18, 2024 (the "***Voting Record Date***"), a solicitation package (the "***Solicitation Package***") that included the following materials in electronic or paper format:

a. the Disclosure Statement;

b. the Plan;

c. the exhibits to the Disclosure Statement, including:

i. the Transaction Support Agreement;

ii. the Company's financial projections;

iii. the Company's liquidation analysis; and

iv. the Company's valuation analysis;

d. the Ballot and Voting Instructions, substantially in the form attached to the Proposed Order as Exhibit 2; and

e. a pre-addressed, postage pre-paid return envelope (if applicable for any hard copy mailings).

17. To supplement the email service set forth above, Verita also served (or caused to be served) the Solicitation Packages to each Holder of a Claim in the Voting Class as of the Voting Record Date via first class mail or overnight courier in those cases where mailing addresses were provided.

18. Holders of Claims in the Voting Class were directed to follow the instructions contained in the Ballot or Voting Instructions (and described in the Disclosure Statement) to cast a vote to accept or reject the Plan. The Ballots and Voting Instructions also included instructions on how Holders of Claims in the Voting Class may opt-out of the releases proposed to be given to the Released Parties as set forth in Article IX.C of the Plan (the "***Third-Party Release***"). The Debtors also request authorization to accept Ballots and Release Opt-Out Forms via electronic, online transmissions through a customized online portal (the "***E-Ballot Portal***") on the Debtors' case website. Instructions for electronic, online transmission of the Ballot and Release Opt-Out Forms are set forth on the form of Ballot and Release Opt-Out Form, as applicable. The encrypted data and audit trail created by such electronic submission shall become part of the record of any Ballot or Release Opt-Out Form submitted in this manner, and the Holder's electronic signature will be deemed to be immediately legally valid and effective.

19. As a cost-saving measure, in instances where the Solicitation Agent conducted hard copy service of the Solicitation Packages, the Solicitation Packages included instructions to access electronic copies of the Plan and Disclosure Statement. The Solicitation Package clearly disclosed the Debtors' expectation and intention to (a) commence the Chapter 11 Cases and (b) request that the Court approve the Solicitation Procedures set forth in the Disclosure Statement, including approval of the dates set forth in paragraph 2 above.

20. The Ballot and Voting Instructions adequately informed Holders of Claims in the Voting Class of the deadline to submit completed Ballots and/or otherwise cast their vote to accept or reject the Plan. The Voting Class was directed in the Disclosure Statement and in the Ballot and Voting Instructions to follow the instructions contained therein to cast a vote to accept or reject the Plan. Each Holder was explicitly informed in the Disclosure Statement and in the Ballot or Voting Instructions that in order for such Holder's vote to be counted, such Holder is required to submit its Ballot so that it is actually received by the Solicitation Agent on or before the Voting Deadline.

21. The Debtors' procedures and standard assumptions for tabulating Ballots (as defined below) will include:

Votes Not Counted	• Any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim. • Any Ballot that is not actually received by the Solicitation Agent by the Voting Deadline (unless, with the consent of the Required Consenting Term Lenders, the Debtors determine otherwise or as permitted by the Court). • Any Ballot that does not contain a signature; *provided*, that signatures contained in electronic Ballots submitted via the Solicitation Agent's online voting portal will be deemed to be immediately legally effective. • Any Ballot that partially rejects and partially accepts the Plan. • Any Ballot not marked to accept or reject the Plan or marked both to accept and reject the Plan. • Any Ballot superseded by a later, timely submitted, valid, and properly executed Ballot. • Any vote cast by a Person or entity that did not hold a Claim in the Voting Class as of the Voting Record Date.
No Vote Splitting	• Holders are required to vote all of their Claims within the Voting Class either to accept or reject the Plan and are not permitted to split any votes.
Retention of Ballots	• The Solicitation Agent is required to retain all paper copies of Ballots and all solicitation-related correspondence for one (1) year following the Effective Date, whereupon the Solicitation Agent is authorized to destroy and otherwise dispose of all paper copies of Ballots, printed solicitation

	materials including unused copies of the Solicitation Package and all solicitation-related correspondence (including undeliverable mail), in each case unless otherwise directed by the Debtors or the Clerk of the Court in writing within such one (1)-year period.
Voting Amounts	• With respect to Term Loan Claims, the amount of Term Loan Claims for voting purposes only will be established based on the amounts of the applicable loan positions held by each Holder of such Claim(s) as of the Voting Record Date, as evidenced by the books and records maintained by the Prepetition Agent, which was provided to the Debtors or the Solicitation Agent in electronic Microsoft Excel format promptly following the Voting Record Date.

C. The Combined Notice

22. In addition, following entry of the Proposed Order, the Debtors will (a) serve the Combined Notice, in the form attached as Exhibit 1 to the Proposed Order on the entire creditor matrix, thus providing notice to all known third-party Holders of Claims and Interests in the Non-Voting Classes and (b) publish a notice in a form substantially similar to the Combined Notice in each of *USA Today* and *The New York Times* so as to provide notice to any third-party Holders of Claims and/or Interests that are unknown to, or not reasonably ascertainable by, the Debtors (such notice, the "***Publication Notice***").

23. With respect to Holders of Interests, the Debtors propose to send the Combined Notice (along with a Release Opt-Out Form) to Holders of Interest in Class 8, including those reflected in the records maintained by the Depository Trust Company ("***DTC***") as of the Voting Record Date. The Debtors realize, however, that the records maintained by DTC reflect the brokers, dealers, commercial banks, trust companies, or other agents or nominees through which the beneficial owners of the Interests in Class 8 hold the applicable securities (collectively, "***Nominees***"). Accordingly, the Debtors request that the Court (i) authorize the Debtors to provide the Nominees with sufficient copies of the Combined Notice and Release Opt-Out Form to forward to the beneficial holders and (ii) require the Nominees to forward the

Combined Notice and Release Opt-Out Form or copies thereof to the beneficial holders within seven (7) days of the receipt by such Nominee of the Combined Notice and Release Opt-Out Form. To the extent Nominees incur out-of-pocket expenses in connection with distribution of the Combined Notice and Release Opt-Out Form, the Debtors request authority to reimburse such entities for their reasonable and customary expenses incurred in this regard.

24. To provide additional layers of notice to parties in interest in the Chapter 11 Cases, the Debtors will post to the Solicitation Agent's case information website various chapter 11 documents, including the following: (i) the Plan, (ii) the Disclosure Statement, (iii) this Motion and any orders entered in connection with this Motion, and (iv) the Combined Notice. In addition, the Solicitation Agent has posted a notice of the commencement of the Chapter 11 Cases, along with the date and time of the first day hearing, to DTC's Legal Notice System (LENS), which is accessible by Nominees of Holders of Interests. Moreover, the Voting Class has received the Solicitation Package. Finally, notice of commencement of the Debtors' Chapter 11 Cases will be filed with the Securities and Exchange Commission on Form 8-K and, thus, will be available to interested parties through the Securities and Exchange Commission's EDGAR website.

25. The Combined Notice will (a) inform parties in interest of the commencement of the Chapter 11 Cases, (b) identify the date of the Combined Hearing, (c) set forth the Objection Deadline and the procedures for filing objections to final approval of the Disclosure Statement and/or the confirmation of the Plan, (d) set forth the name and telephone number of a person from whom copies of the Plan and Disclosure Statement can be obtained at the Debtors' expense, (e) set forth the manner in which the Disclosure Statement and the Plan can be obtained or viewed electronically, (f) provide a summary of the treatment of Claims and Interests of each Class under the Plan, and (g) advise that a 341 Meeting will not be convened until further notice.

26. With respect to consumer customers of the Debtors, however, the Debtors seek authority to provide the Combined Notice via publication only. If the Debtors were to serve the Combined Notice via mail to all of the Debtors' customers, estimated to be millions of individuals, pursuant to Bankruptcy Rule 2002 or any other applicable Bankruptcy Rule or Bankruptcy Local Rule, the costs would be substantial. The Debtors would have to pay for associated costs for copying, printing, mailing, overhead costs, and hourly wages. Accordingly, given the extreme costs of mailing the Combined Notice to the Debtors' customers, the Debtors seek authority to provide notice to their customers solely through the Publication Notice.

D. Notice to Non-Voting Classes

27. Claims in Classes 1, 2, and 4 are Unimpaired under the Plan and, pursuant to section 1126(f) of the Bankruptcy Code, are conclusively presumed to accept the Plan. Claims in Classes 6 and 7 are either Unimpaired or Impaired under the Plan and are conclusively presumed to accept or deemed to reject the Plan, as applicable. Claims and Interests in Classes 5 and 8 (collectively with Classes 1, 2, 4, 6, and 7, the "***Non-Voting Classes***") are Impaired under the Plan and such Holders will not receive any recovery under the Plan and, pursuant to section 1126(g) of the Bankruptcy Code, are deemed to reject the Plan. In light of their presumed acceptance or deemed rejection of the Plan, the Debtors are not soliciting votes to accept or reject the Plan from the Holders of Claims and Interests in the Non-Voting Classes. Instead, the Holders of Claims and Interests in the Non-Voting Classes (other than Holders of Intercompany Claims and Intercompany Interests) will receive a Non-Voting Status Notice and a Release Opt-Out Form. Because the Intercompany Claims and Intercompany Interests are all held by the Debtors or affiliates of the Debtors, the Debtors are requesting a waiver of any requirement to serve the Holders of Claims and Interests in Classes 6 and 7 with Solicitation Packages or any other type of form or notice, including a Non-Voting Status Notice or a Release Opt-Out Form, in connection

with solicitation. Holders of Claims or Interests in the Non-Voting Classes can access the Disclosure Statement and the Plan at no cost on the website maintained by the Solicitation Agent at www.veritaglobal.net/thecontainerstore.

28. The Solicitation Agent will serve, or cause to be delivered, the Non-Voting Status Notice, attached as Exhibit 3 to the Proposed Order, which (a) informs recipients of their status as Holders or potential Holders of Claims or Interests in the Non-Voting Classes; and (b) provides the relevant text of the releases, exculpation, and injunction provisions set forth in the Plan. For the avoidance of doubt, the Solicitation Agent will serve, or cause to be delivered, a Release Opt-Out Form along with each Non-Voting Status Notice.

29. The Debtors propose to send the Non-Voting Status Notice and Release Opt-Out Form to holders of Interest in Class 8, including those reflected in the records maintained by DTC as of the Voting Record Date. The Debtors realize, however, that the records maintained by DTC reflect the Nominees through which the beneficial owners of the Interests in Class 8 hold the applicable securities. Accordingly, the Debtors request that the Court (i) authorize the Debtors to provide the Nominees with sufficient copies of the Non-Voting Status Notice and Release Opt-Out Form to forward to the beneficial holders and (ii) require the Nominees to forward the Non-Voting Status Notice and Release Opt-Out Form or copies thereof to the beneficial holders within seven (7) days of the receipt by such Nominee of the Non-Voting Status Notice. To the extent Nominees incur out-of-pocket expenses in connection with distribution of the Non-Voting Status Notice and Release Opt-Out Form, the Debtors request authority to reimburse such entities for their reasonable and customary expenses incurred in this regard.

E. Procedures for Assumption or Rejection of Executory Contracts and Unexpired Leases

30. As provided in Article V.A of the Plan, on the Effective Date, except as otherwise provided therein, each Executory Contract and Unexpired Lease will be deemed assumed (the "***Assumed Contracts and Leases***") unless it: (a) is identified on the Rejected Executory Contract/Unexpired Lease List (which, if any, will initially be filed with the Court as part of the Plan Supplement on or before January 14, 2025) as an Executory Contract or Unexpired Lease to be rejected, (b) is the subject of a separate motion or notice to reject pending as of the Effective Date, or (c) previously expired or terminated pursuant to its own terms (disregarding any terms the effect of which is invalidated by the Bankruptcy Code). The Debtors will serve the Combined Notice (which, as noted above, advised parties of the Objection Deadline) on all parties to Executory Contracts and Unexpired Leases, reflecting the Debtors' intention to assume the Executory Contracts and Unexpired Leases in connection with the Plan and indicating that the Debtors or the Reorganized Debtors, as applicable, will cure any defaults under the Executory Contracts and Unexpired Leases.

31. As provided in Article V.B of the Plan, any monetary default under the Assumed Contracts and Leases will be cured by payment in Cash on the Effective Date or as soon as reasonably practicable thereafter. If there is a dispute with respect to assumption of an Executory Contract or Unexpired Lease under the Plan then the Court will hear such dispute before assumption becoming effective, subject to the limitations set forth in the Plan. If a dispute arises regarding the amount of any payment needed to cure outstanding defaults under any Executory Contract or Unexpired Lease, the payment required by section 365(b)(1) of the Bankruptcy Code will be made following the entry of a final order resolving the dispute and approving the assumption and will not prevent or delay implementation of the Plan or the occurrence of the Effective Date.

BASIS FOR RELIEF

I. THE PROPOSED CONFIRMATION SCHEDULE AND THE NOTICE THEREOF ARE REASONABLE AND APPROPRIATE

A. The Form and Manner of Combined Notice is Appropriate

32. Bankruptcy Rule 2002 requires a debtor to provide notice to all creditors and equity holders of a hearing to consider, and the deadline to object to, (a) the approval of a disclosure statement and (b) confirmation of a plan. Fed. R. Bankr. P. 2002. A debtor is also required to provide all creditors, equity holders, and other parties in interest with notice of the commencement of a chapter 11 case. *Id*. Here, given that solicitation commenced before the Petition Date, the Debtors propose to serve parties in interest with the Combined Notice, which provides notice of all three events and is more cost-effective than serving three individual notices.

33. The Combined Notice gives notice to parties that a hearing will be held on a date to be determined by the Court (January 24, 2025 is requested) to consider (a) final approval of the Disclosure Statement and (b) confirmation of the Plan. The Combined Notice also sets forth (a) the deadline and procedures for filing objections to the final approval of the Disclosure Statement and confirmation of the Plan (described in further detail herein), and (b) the manner in which the Solicitation Package and other pleadings filed in the Chapter 11 Cases can be obtained or viewed electronically. In addition, the Combined Notice notifies parties in interest of the requested waiver of the meeting of creditors and/or equity holders pursuant to section 341 of the Bankruptcy Code.

34. Providing only the Publication Notice to consumer customers of the Debtors is also appropriate. Bankruptcy Rule 2002(*l*) provides that "the court may order notice by publication if it finds that notice by mail is impracticable . . . ." Fed. R. Bankr. P. 2002(l). The Advisory Committee Notes suggest that publication may be advisable where the number of nominal creditors

is large and the assets are insufficient to defray the costs of mailing notices. *See* 1983 Advisory Committee Note to Fed. R. Bankr. P. 2002; *see also In re Conn's, Inc., et al.*, Case No. 24-33357 (ARP) (Bankr. S.D. Tex. July 24, 2024) [Docket No. 74] (approving publication notice for consumer customers); *In re Bally Total Fitness of Greater New York, Inc., et al.*, Case No. 08-14818 (BRL) (Bankr. S.D.N.Y. Dec. 9, 2008) [Docket No. 69] (approving publication notice for the voluminous amount of fitness club members). Here, individual service on the Debtors' millions of consumer customers would be prohibitively expensive and burdensome. Accordingly, the Debtors request that the Court approve notice to the Debtors' customers solely via the Publication Notice.

35. The Debtors submit that the form of Combined Notice and manner of service is appropriate and consistent with similar forms and procedures approved in other chapter 11 cases in this district. Accordingly, the Debtors request approval of the form of the Combined Notice attached as Exhibit 1 to the Proposed Order and the manner of service thereof.

B. Scheduling a Date for the Combined Hearing

36. The Bankruptcy Code authorizes a court to combine the hearing on approval of the disclosure statement with the confirmation hearing. *See* 11 U.S.C. § 105(d)(2)(B)(vi). The facts and circumstances of the Chapter 11 Cases warrant a combined hearing.

37. The level of consensus reached under and in connection with the Transaction Support Agreement and reflected in the Plan reflects the considerable efforts undertaken prepetition by the Debtors, the Consenting Term Lenders holding 90% of the Prepetition Term Loans, and the DIP ABL Lenders as reflected in the DIP & Exit ABL Commitment Letter. In this regard, it is anticipated that the number and dollar amount of votes tabulated and received from the Voting Class will be well-above the thresholds needed to confirm the Plan. Indeed, the votes

solely from the Consenting Term Lenders (*i.e.*, the Holders of Claims in the Voting Class) will exceed the thresholds needed to confirm the Plan.

38. Given the "prepackaged" nature of the Chapter 11 Cases and the level of consensus on the Plan, a Combined Hearing on final approval of the Disclosure Statement and confirmation of the Plan will promote judicial economy and the efficient reorganization of the Debtors and is, thus, in the best interests of the Debtors and their estates and creditors. Proceeding on the timeline proposed herein will enable all parties in interest to proceed with the confirmation process as expeditiously as possible. Additionally, the adverse effects of the chapter 11 filings upon the Debtors' retail business and going concern value will be minimized, and the benefit to all stakeholders maximized. The Plan provides for the unimpaired treatment of general unsecured claims and prompt distributions to holders of Allowed Claims, while also reducing the administrative costs of these cases. Such benefits are the hallmarks of a prepackaged plan of reorganization. Accordingly, the relief sought herein is necessary to the efficient administration of the Chapter 11 Cases and will protect the rights of all of the Debtors' creditors and interest holders. Therefore, the Debtors request entry of the Proposed Order, pursuant to section 105(d)(2)(B)(vi) of the Bankruptcy Code, setting January 24, 2025 as the date for the Combined Hearing at which the Court will consider final approval of the Disclosure Statement and confirmation of the Plan.

39. Notably, the proposed timing of the foregoing request complies with the applicable provisions of the Bankruptcy Code and the Bankruptcy Rules. In this regard, Bankruptcy Rules 2002 and 3017(a)(1)(A) require twenty-eight (28) days' notice be given by mail to all creditors of the time fixed (a) for filing objections to and the hearing to consider approval of a disclosure statement and (b) for filing objections to and the hearing to consider confirmation of a

plan of reorganization. Section 1128(a) of the Bankruptcy Code provides that "[a]fter notice, the court shall hold a hearing on confirmation of a plan." In addition, Bankruptcy Rule 3017(c) provides that "at the time or before the disclosure statement is approved, the court: (1) must set a deadline for the holders of claims and interests to accept or reject the plan; and (2) may set a date for a confirmation hearing." In addition, under Bankruptcy Rule 3020(b)(1), objections to confirmation of a plan must be filed and served "within the time set by the court."

40. The proposed schedule affords creditors and all other parties in interest ample notice of the Chapter 11 Cases and the Combined Hearing. Specifically, the proposed schedule provides a period of thirty-one (31) days between service of the Combined Notice and the Combined Hearing, during which time parties may evaluate the Plan before the Combined Hearing thereon. Consequently, no party in interest will be prejudiced by the requested relief.

41. With respect to parties receiving notice via publication, the Debtors submit that the proposed noticing schedule, which provides that a version of the combined Notice will be published in the *USA Today* and *The New York Times* a minimum of 28 days before the Combined Hearing, is appropriate in this case. The Debtors are providing multiple layers of notice in addition to publication, including through the case website, DTC's Legal Notice System, public filings with the SEC, and public press releases. Parties who do not receive notice by mail will still have multiple avenues through which to receive the Combined Notice.

42. The Debtors further request that the Proposed Order provide that the Combined Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date or dates in open court or at the Combined Hearing, and that notice of such adjourned date(s) will be available on the electronic case filing docket.

C. Deadline and Procedures for Objections to Final Approval of the Disclosure Statement and Confirmation of the Plan

43. Bankruptcy Rule 3017(a)(1)(A) provides that a hearing on a disclosure statement "must be held on at least 28 days' notice to: the debtor; creditors; equity security holders; and other parties in interest." Section 1128(a) of the Bankruptcy Code provides that "[a]fter notice, the court shall hold a hearing on confirmation of a plan." 11 U.S.C. § 1128(a). Similarly, Bankruptcy Rule 2002(b) provides that notice must be given to "the debtor, the trustee, all creditors and indenture trustees [of] not less than 28 days . . . by mail of the time fixed for filing objections and the hearing to consider approval of a disclosure statement or, under § 1125(f), to make a final determination whether the plan provides adequate information so that a separate disclosure statement is not necessary." Under Bankruptcy Rule 3020(b)(1), objections to confirmation of a plan must be filed and served "within the time set by the court." Fed. R. Bankr. P. 3020(b)(1).

44. On December 21, 2024, thirty-one (31) days before the Objection Deadline, the Debtors caused the Solicitation Agent to commence service of the Solicitation Packages on the sole Voting Class. In addition, the Debtors will serve the Combined Notice via email (where available) and first class mail on all creditors and interested parties. The Combined Notice will set forth the date of the Combined Hearing and Objection Deadline, and also provide instructions on how an interested party may object to the Plan or Disclosure Statement. The Combined Notice will further provide that any objections to the approval of the Disclosure Statement or confirmation of the Plan, if any, must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Bankruptcy Local Rules; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by such entity; (d) state with particularity the legal and factual basis for such objections, and, if practicable, a proposed modification to the Plan that would resolve such objections; and (e) be filed with the Court (contemporaneously with a

proof of service) and served so as to be actually received on or before the Objection Deadline by the following parties (the "***Notice Parties***"):

a. The Container Store Group Inc., 500 Freeport Parkway Coppell, TX 75019, Attn: Tasha Grinnell (tlgrinnell@containerstore.com);

b. proposed counsel to the Debtors, (i) Latham & Watkins LLP, (A) 355 South Grand Avenue, Suite 100, Los Angeles, CA 90071, Attn: Ted A. Dillman (ted.dillman@lw.com) and Kevin Shang (kevin.shang@lw.com), and (B) 1271 Avenue of the Americas New York, NY 10020, Attn: Hugh Murtagh (hugh.murtagh@lw.com); and (ii) Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, TX 77002, Attn: Tad Davidson (taddavidson@huntonak.com) and Ashley Harper (ashleyharper@huntonak.com);

c. counsel to the DIP ABL Loan Agent, Riemer & Braunstein LLP, Times Square Tower, Seven Times Square, Suite 2506, New York, NY 10036, Attn: Donald E. Rothman (drothman@riemerlaw.com) and Steven E. Fox (sfox@riemerlaw.com) and (ii) Frost Brown Todd LLP, Rosewood Court, 2101 Cedar Springs Road, Suite 900, Dallas, TX 75201, Attn: Rebecca L. Matthews (rmatthews@fbtlaw.com);

d. counsel to the Ad Hoc Group, Paul Hastings LLP, 200 Park Avenue, New York, NY 10166, Attn: Jayme Goldstein (jaymegoldstein@paulhastings.com); Charles Persons (charlespersons@paulhastings.com); Isaac Sasson (isaacsasson@paulhastings.com); and William Reily (williamreily@paulhastings.com);

e. counsel to the ABL Facility Agent, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, NY 10017, Attn: Ian Kitts (ian.kitts@stblaw.com);

f. counsel to the DIP Term Loan Agent, Paul Hastings LLP, 200 Park Avenue, New York, NY 10166, Attn: Alex Cota (alexcota@paulhastings.com);

g. the U.S. Trustee, 515 Rusk Street, Suite 3516, Houston, TX 77002, Attn: Ha Nguyen (Ha.Nguyen@usdoj.gov) and Vianey Garza (Vianey.Garza@usdoj.gov); and

h. counsel to any statutory committee, if appointed.

45. The Proposed Confirmation Schedule is reasonable and appropriate because it complies with the applicable sections of the Bankruptcy Code and the Bankruptcy Rules. ***First***, the Objection Deadline of January 21, 2025, is thirty-two (32) days following the Solicitation Date

and twenty-eight (28) days following proposed service of the Combined Notice, which is in compliance with the time periods required by the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules. ***Second***, the Proposed Confirmation Schedule is intended to preserve value for the Debtors' creditors by reducing the administrative costs of a drawn-out chapter 11 proceeding. Given the consensual nature of the Chapter 11 Cases and the Restructuring Transactions proposed by the Plan, permitting the Combined Hearing to take place, as proposed, on January 24, 2025 is essential to the success of the reorganization. ***Third***, the Debtors commenced solicitation on December 21, 2024 (thirty-four (34) days before the requested date for the Combined Hearing), in accordance with sections 1125(g) and 1126(b) of the Bankruptcy Code. The Disclosure Statement and other solicitation materials were distributed to each Holder of a Claim entitled to vote on the Plan. The Debtors also made the Plan and the Disclosure Statement available on Verita's case website, at no cost, to all parties who received notice of the Plan solicitation.

46. In the Chapter 11 Cases, the Debtors have proposed noticing and solicitation procedures that are consistent with precedent in this district, will provide more than sufficient notice of the Chapter 11 Cases and the deadline to file objections to the approval of the Plan and the Disclosure Statement, and will provide Holders of Impaired Claims more than sufficient time to vote on the Plan. Accordingly, the Debtors request that the Court approve January 21, 2025, at 4:00 p.m., prevailing Central Time, as the Objection Deadline. The Debtors request that the Court approve the Debtors' proposal to require that objections to the Disclosure Statement or confirmation of the Plan meet the factors set forth above.

II. THE SOLICITATION PROCEDURES SHOULD BE APPROVED

47. The Debtors additionally request that the Court approve the solicitation, balloting, tabulation, and related activities undertaken in connection with the Plan (collectively, the "***Solicitation Procedures***").

48. The Debtors distributed the Solicitation Packages and began to solicit votes to accept or reject the Plan before the Petition Date, in accordance with sections 1125 and 1126 of the Bankruptcy Code. The solicitation process is ongoing and the Debtors will count such votes when evaluating whether the Plan satisfies the requirements of the Bankruptcy Code.

A. Voting Record Date

49. Bankruptcy Rule 3017 provides that, for purposes of determining the holders of claims and interests entitled to receive the plan-related materials specified therein, the record date of their respective holdings should be "the date the order approving the disclosure statement is entered—or another date the court sets, for cause and after notice and a hearing." Fed. R. Bankr. P. 3017(d)(4). Bankruptcy Rule 3018(b) permits the Debtors to specify a record date for purposes of prepetition solicitation. Specifically, Bankruptcy Rule 3018(b) provides, in relevant part, that, in a prepetition solicitation, the holders of record of the applicable claims against and interests in a debtor entitled to receive ballots and related solicitation materials are to be determined "on the date specified in the solicitation of the acceptance or rejection." Fed. R. Bankr. P. 3018(b)(1). The Debtors, in consultation with the Solicitation Agent and counsel to the Ad Hoc Group, selected December 18, 2024 as the Voting Record Date. The Disclosure Statement and the Ballots complied with Bankruptcy Rule 3018(b) and clearly identified December 18, 2024, the Voting Record Date, as the date for determining which Holders of Claims in the Voting Class were entitled to vote to accept or reject the Plan. Accordingly, the Debtors request that the Court approve the Debtors' selection of December 18, 2024 as the Voting Record Date.

B. Plan Distribution and Voting Deadline

50. Bankruptcy Rule 3018(b) provides, in relevant part, that (a) prepetition acceptances and rejections of a plan for a voting class are valid only if the plan was transmitted to substantially all holders of claims or interests in such voting class, (b) the time for voting was not unreasonably short, and (c) the solicitation complied with Bankruptcy Code section 1126(b). Fed R. Bankr. P. 3018(b)(2). Here, the Debtors transmitted the Solicitation Package to all Holders of Claims in the Voting Class beginning on December 21, 2024. As clearly set forth in the Disclosure Statement and the Ballot, the proposed Voting Deadline is set for January 21, 2025, thirty-one (31) days after distribution of the Solicitation Package to the Voting Class. Thus, Holders of Claims in the Voting Class will have adequate time to consider the Solicitation Package and to submit a Ballot on or before the Voting Deadline.

C. Ballots, Voting Instructions, Solicitation Package, Additional Materials, and Transmittal

51. Bankruptcy Rule 3017(d) requires the Debtors to transmit a form of ballot, substantially in conformity with Official Form No. 314, to "creditors and equity security holders who are entitled to vote on the plan." Fed. R. Bankr. P. 3017(d)(2). Bankruptcy Rule 3018(c) further provides that "[a]n acceptance or rejection of a plan must: (A) be in writing; (B) identify the plan or plans; (C) be signed by the creditor or equity security holder—or an authorized agent; and (D) conform to Form 314." Fed. R. Bankr. P. 3018(c)(1).

52. The Debtors caused the Solicitation Packages to be mailed thirty-one (31) days before the proposed Voting Deadline. The form of the Ballot used in the solicitation is attached as Exhibit 2 to the Proposed Order (the "***Ballot***"). Annexed to each Ballot were certain instructions (the "***Voting Instructions***"), which explained to the applicable Claim Holder how to vote its Claim and the way in which the Ballot would be reviewed and tabulated by the Solicitation Agent.

53. The form of the Ballot was based on Official Form 314, which the Debtors modified to address the particular circumstances of the Chapter 11 Cases and to include certain information that the Debtors believed to be relevant and appropriate for Holders of Claims in the Voting Class to consider. Holders of Claims in the Voting Class were instructed to vote on the Plan by completing and signing the enclosed Ballot and returning it to the Solicitation Agent on or before the Voting Deadline using the enclosed self-addressed, postage pre-paid return envelope (if applicable for any hard copy mailings), which clearly indicated the appropriate return address or by submitting the ballot electronically through the Solicitation Agent's E-Ballot Portal.

54. For purposes of serving the solicitation materials, the Debtors seek authorization to rely on the address information (for voting and non-voting parties alike) maintained by the Debtors and provided by the Debtors to the Solicitation Agent as of the Voting Record Date. To that end, the Debtors seek the waiver of any obligation for the Debtors or the Solicitation Agent to conduct any additional research for updated addresses based on undeliverable Solicitation Packages (including undeliverable Ballots, Non-Voting Status Notices, Release Opt-Out Forms, and Combined Notices) and not be required to resend Solicitation Packages or other materials, including Non-Voting Status Notices, Release Opt-Out Forms, and Combined Notices, that are returned as undeliverable unless the Debtors were provided with accurate addresses for such parties before the Voting Record Date.

55. To assist in the solicitation process, the Debtors request that the Court grant the Solicitation Agent the authority (in its discretion) to contact parties who submit a defective Ballot to make a reasonable effort to cure such deficiencies; *provided* that neither the Debtors nor the Solicitation Agent will be required to contact such parties to provide notification of defects or irregularities with respect to completion or delivery of Ballots, nor will any of them incur any

liability for failure to provide such notification. The Debtors request that the Court give authorization to the Debtors and the Solicitation Agent, as applicable, to determine all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawals of Irregular Ballots (as defined below), which determination will be final and binding.

56. The Debtors will file with the Court a certification of votes (the "***Voting Declaration***") as soon as practicable after the Voting Deadline and in advance of the Combined Hearing. The Voting Declaration will, among other things, set forth the voting results, certify to the Court in writing the voting amount and number of Claims of the Voting Class accepting or rejecting the Plan, and delineate every Ballot that is excluded from the final voting results, including, but not limited to, those Ballots that are late or (in whole or in material part) illegible, unidentifiable, lacking signatures or other necessary information, submitted in a manner not provided for herein, or damaged ("***Irregular Ballots***"). The Voting Declaration will also indicate the Debtors' intentions with regard to each such Irregular Ballot.

57. The Solicitation Agent will also serve, or caused to be delivered, the Non-Voting Status Notice, attached as Exhibit 3 to the Proposed Order, to (a) third-party Holders of Claims and Interests in the Non-Voting Classes who are presumed to accept the Plan and (b) third-party Holders of Claims or Interests in the Non-Voting Classes who are deemed to reject the Plan. The Non-Voting Status Notice (a) informs recipients of their status as Holders or potential Holders of Claims or Interests in the Non-Voting Classes; (b) provides the relevant text of the releases, exculpation, and injunction provisions set forth in the Plan that apply to such Holders, notwithstanding their non-voting status; and (c) includes a Release Opt-Out Form to allow Holders of Claims or Interests in the Non-Voting Classes to opt out of the Third-Party Releases. The Non-

Voting Status Notice states that the releases, including the Third-Party Release, apply unless a party timely opts out as provided in the Release Opt-Out Forms.

D. Waiver of Requirement to Mail Solicitation Packages to or Otherwise Solicit Certain Claims and Interests is Appropriate

58. Given the particular facts and circumstances of the Chapter 11 Cases, the Debtors request that the Court waive the requirement that they mail, or cause to be delivered, a copy of the Solicitation Package to Holders of Claims and Interests in the Non-Voting Classes. *See* Fed. R. Bankr. P. 3017(d)(1)(B) (authorizing the court to vary the requirements for sending plan-related materials to holders of claims and interests). Distributing the Solicitation Packages to Holders of Claims and Interests in the Non-Voting Classes would be costly and administratively burdensome with no corresponding benefit to the Court, the Debtors, or any other party in interest. The Debtors' resources should not be dissipated by having to satisfy this mailing requirement, especially given that the Debtors have made the Solicitation Package available at no cost on the website maintained by the Solicitation Agent at www.veritaglobal.net/thecontainerstore.

59. Further, Bankruptcy Rule 3017(d) applies, in relevant part, only [a]fter the disclosure statement has been approved," which may be deemed not to apply here considering the prepetition solicitation process employed. Nevertheless, out of an abundance of caution, and for the reasons noted above, the Debtors request that the Court waive any requirement to provide Solicitation Packages to Holders of Claims and Interests in the Non-Voting Classes.

E. Solicitation Was Conducted After Holders of Impaired Claims in the Voting Class Received Adequate Information and in Compliance with Applicable Non-Bankruptcy Law

60. Section 1125(g) of the Bankruptcy Code permits a debtor to solicit an acceptance or rejection of a plan from a holder of a claim or interest before the commencement of a chapter 11 case if such solicitation otherwise complies with applicable non-bankruptcy law. 11 U.S.C.

§ 1125(g). Additionally, section 1126(b) of the Bankruptcy Code deems a holder of a claim or interest that has accepted or rejected the plan before the commencement of a chapter 11 case to have accepted or rejected the plan, as applicable, without need for a court-approved disclosure statement, if the solicitation complied with applicable non-bankruptcy law—including generally applicable federal and state securities laws or regulations—or, if no such laws exist, the solicited holders received "adequate information" within the meaning of section 1125(a) of the Bankruptcy Code. 11 U.S.C. § 1126(b). Here, the Debtors have solicited votes from Holders of Claims in Class 3 (Term Loan Claims) in accordance with applicable securities laws.

61. The Debtors' prepetition solicitation process complied with generally applicable federal and state securities laws and regulations. Specifically, section 5 of the Securities Act of 1933 (as amended, the "***Securities Act***") requires that the offer or sale of securities such as the New Equity Interests to be issued to Holders of Allowed DIP Claims and Allowed Term Loan Claims either be registered or exempt from registration. The Debtors' prepetition solicitation is exempt from registration under the Securities Act under one or more of the exemptions from registration provided thereunder, including Regulation D under the Securities Act or otherwise under section 4(a)(2) of the Securities Act, as well as Regulation S promulgated under the Securities Act, and is exempt under state "Blue Sky" laws and/or any similar rules, regulations or statutes. Section 4(a)(2) of the Securities Act is an exemption from the registration requirements under section 5 of the Securities Act for transactions by an issuer not involving a "public offering." 15 U.S.C. § 77d(a)(2). Regulation D provides that certain offers and sales will be deemed to be transactions not involving any public offering within the meaning of section 4(a)(2) of the Securities Act. Regulation S is a safe harbor from the registration requirements under section 5 of the Securities Act for offers and sales of securities in offshore transactions outside the United

States. Only "qualified institutional buyers," as that term is defined in Rule 144A under the Securities Act, "accredited investors," as that term is defined in Rule 501 of Regulation D, and persons who are not "U.S. persons," as that term is defined in Rule 902 of Regulation S were entitled to vote on the Plan prepetition. Moreover, there was no general solicitation in connection with an offer or sale of securities under the Plan. Accordingly, the prepetition solicitation of qualified institutional buyers and accredited investors in the United States did not constitute a "public offering" and thus falls within the exemption set out in Regulation D under the Securities Act or otherwise under section 4(a)(2) of the Securities Act, the prepetition solicitation of non-U.S. persons outside of the United States were exempt from the registration requirements of section 5 of the Securities Act pursuant to the Regulation S safe harbor, and such solicitations comply with the requirements of section 1126(b)(1) of the Bankruptcy Code.

62. In addition, Bankruptcy Rule 3017(d) sets forth the materials that must be provided to holders of claims and interests for the purpose of soliciting their votes to accept or reject a plan of reorganization (including, among other things, the plan, the disclosure statement, and notice of the voting deadline). Fed. R. Bankr. P. 3017(d). Bankruptcy Rule 3017(e) provides that "the court must: (1) determine the adequacy of the procedures for sending the documents and information listed in [Bankruptcy Rule 3017(d)] to beneficial holders of stock, bonds, debentures, notes, and other securities; and (2) issue any appropriate orders." Fed. R. Bankr. P. 3017(e).

63. The Debtors' prepetition solicitation of the Plan complied with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and all other applicable rules, laws, and regulations. Accordingly, the Debtors request that the Court approve the Solicitation Procedures.

III. THE DISCLOSURE STATEMENT SHOULD BE APPROVED AS CONTAINING ADEQUATE INFORMATION

64. As there is no applicable non-bankruptcy law governing the contents of the materials for soliciting holders of claims before the commencement of chapter 11 cases, such solicitation must be based on a debtor providing such holders with "adequate information." *See* 11 U.S.C. § 1126(b)(2). The Debtors request that, at the Combined Hearing, the Court find that the Disclosure Statement contains "adequate information" as defined in Bankruptcy Code section 1125(a). *See* 11 U.S.C. §§ 1125(a)(1), 1126(b)(2). What constitutes "adequate information" is based on the facts and circumstances of each case, but the focus is on whether sufficient information is provided to enable holders of claims and interests entitled to vote on a chapter 11 plan to make an informed decision on whether to accept or reject a plan. *See* 11 U.S.C. § 1125(a)(1); *see also Oneida Motor Freight, Inc. v. United Jersey Bank*, 848 F.2d 414, 417 (3d Cir. 1988) ("From the legislative history of § 1125 we discern that adequate information will be determined by the facts and circumstances of each case."); *Tex. Extrusion Corp. v. Lockheed Corp. (In re Tex. Extrusion Corp.)*, 844 F.2d 1142, 1157 (5th Cir. 1988) (opining that what constitutes adequate information is "subjective," "made on a case-by-case basis," and "largely in the discretion of the bankruptcy court"); S. Rep. No. 95-989, at 121 (1978), reprinted in 1978 U.S.C.C.A.N. 5787, 5907 ("[T]he information required will necessarily be governed by the circumstances of the case.").

65. In making this determination on a case-by-case basis, courts typically look for disclosures related to a variety of topics. Such topics may include, among others, (a) the events that led to the filing of a bankruptcy petition, (b) the relationship of the debtor with its affiliates, (c) a description of the available assets and their value, (d) the debtor's anticipated post-emergence operations, (e) claims asserted against the debtor, (f) the estimated return to creditors under a

chapter 7 liquidation, (g) the chapter 11 plan or a summary thereof, (h) financial information relevant to a creditor's decision to accept or reject the chapter 11 plan, (i) information relevant to the risks posed to creditors under the plan, and (j) the actual or projected realizable value from recovery of preferential or otherwise avoidable transfers. *See In re Metrocraft Pub. Serv., Inc.*, 39 B.R. 567, 568 (Bankr. N.D. Ga. 1984).

66. Here, the Disclosure Statement contains adequate information to permit the Holders of Claims in the Voting Class to make an informed judgment about the Plan. In addition to a description of the Plan itself, the Disclosure Statement includes disclosures regarding: (a) the operation of the Debtors' businesses, (b) the Debtors' prepetition restructuring efforts, (c) key events leading to the commencement of the Chapter 11 Cases, (d) the Debtors' significant prepetition indebtedness, (e) information regarding the Debtors' employees and company, (f) the Transaction Support Agreement and the proposed post-emergence capital structure of the Reorganized Debtors, (g) information regarding the confirmation of the Plan, (h) financial information relevant to creditors' determinations of whether to accept or reject the Plan, (i) a liquidation analysis setting forth the estimated return that Holders of Claims and Interests would receive in a hypothetical chapter 7 liquidation of the Debtors, (j) the solicitation and voting procedures, (k) certain securities law matters, including the applicability of section 1145 of the Bankruptcy Code and the issuances of New Equity Interests under the Plan, (l) risk factors affecting the Plan, and (m) U.S. federal tax law consequences of the Plan.

67. In addition, as discussed above, the Debtors worked directly with their key stakeholders throughout the prepetition process on all aspects of the restructuring. To that end, the terms of the Disclosure Statement and Plan were subject to extensive review, comment, and negotiation by parties in interest, including representatives of substantial Holders of Claims in the

Voting Class, during the months preceding the Petition Date. Accordingly, the Disclosure Statement contains adequate information within the meaning of Bankruptcy Code section 1125(a) and should be approved at the Combined Hearing.

IV. CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT

68. The Debtors commenced prepetition solicitation from Holders of Claims in Class 3 by distributing the Disclosure Statement and Ballots before the Petition Date in accordance with sections 1125 and 1126 of the Bankruptcy Code. *See* 11 U.S.C. § 1125(g) ("[A]n acceptance or rejection of the plan may be solicited from a holder of a claim or interest if such solicitation complies with applicable non-bankruptcy law and if such holder was solicited before the commencement of the case in a manner complying with applicable non-bankruptcy law."). The Debtors intend to continue solicitation after the Petition Date. Accordingly, pursuant to section P of the Complex Case Procedures, the Debtors request that the Court conditionally approve the Disclosure Statement.

V. EXTENSION AND CONDITIONAL WAIVERS OF THE 341 MEETING AND THE FILING OF SCHEDULES AND STATEMENTS AND 2015.3 REPORTS

69. The Debtors also request that the Court grant an extension of time to file the Schedules and Statements and the 2015.3 Reports and to waive the requirement to file the Schedules and Statements and the 2015.3 Reports in the event the Plan is confirmed.

70. As to the Schedules and Statements, section 521 of the Bankruptcy Code requires a debtor to file schedules of assets and liabilities and statements of financial affairs unless the Court orders otherwise. 11 U.S.C. § 521(a)(1)(A)-(B). These schedules and statements must be filed within fourteen (14) days after the petition date unless the bankruptcy court grants an extension of time "on motion for cause shown." Fed. R. Bankr. P. 1007(c).

71. As to the 2015.3 Reports, Bankruptcy Rule 2015.3(a) requires a debtor to file periodic financial reports disclosing its financial interests in entities in which it holds a substantial or controlling interest. Fed. R. Bankr. P. 2015.3(a). These 2015.3 Reports must be filed no later than seven (7) days before the first day set for the meeting of creditors under section 341 of the Bankruptcy Code. Fed. R. Bankr. P. 2015.3(b). The Court, however, is authorized to grant a debtor an extension "for cause" pursuant to Bankruptcy Rule 2015.3(c). Fed. R. Bankr. P. 2015(a).

72. Sufficient cause exists here for such further extension of each of the foregoing deadlines through and including the SOAL/SOFA Deadline. The purposes of filing the Schedules and Statements and the 2015.3 Reports are to provide notice to creditors and to disclose information about the debtor to holders of claims. Here, however, the benefits of filing these documents are heavily outweighed by their costs. Requiring the Debtors to complete the Schedules and Statements and file the 2015.3 Reports would be time consuming, distracting to the Debtors' advisers and management, and costly to the Debtors' estates, while providing little benefit to most parties in interest in the Chapter 11 Cases at that point. No party in interest would be prejudiced by the Court granting the Debtors' request for an extension through and including the SOAL/SOFA Deadline because the Debtors have proposed the Plan, under which trade claims and other general unsecured claims will ride through the bankruptcy unimpaired and be enforceable against the Reorganized Debtors. Therefore, the Court should extend the deadline for filing the Schedules and Statements and 2015.3 Reports through and including the SOAL/SOFA Deadline, and waive the requirement altogether if the Plan is confirmed in accordance with the timetable proposed by the Debtors.

73. Section 105(a) of the Bankruptcy Code, which codifies the equitable powers of the bankruptcy court, authorizes the court to "issue any order, process, or judgment that is necessary

or appropriate to carry out the provisions of this title." In light of the facts and circumstances surrounding the prepackaged Chapter 11 Cases, the Court has authority to grant the requested relief.

74. Accordingly, the Debtors respectfully request that the Court extend the time for filing the Schedules and Statements and 2015.3 Reports to February 23, 2025, and, if confirmation of the Plan is obtained before that date, waive this requirement.

75. Additionally, the Debtors request that the Court direct the U.S. Trustee not to convene a meeting of the creditors under section 341 of the Bankruptcy Code unless the Plan is not confirmed on or before the SOAL/SOFA Deadline. Section 341(a) of the Bankruptcy Code requires the U.S. Trustee to convene and preside over a meeting of creditors (a "***Section 341(a) Meeting***"), and section 341(b) of the Bankruptcy Code authorizes the U.S. Trustee to convene a meeting of equity security holders (a "***Section 341(b) Meeting***" and collectively with a Section 341(a) Meeting, a "***Section 341 Meeting***"). However, Bankruptcy Code section 341(e) provides that

> Notwithstanding subsections (a) and (b), the court, on the request of a party in interest and after notice and a hearing, for cause may order that the United States trustee not convene a meeting of creditors or equity security holders if the debtor has filed a plan as to which the debtor solicited acceptances prior to the commencement of the case.

11 U.S.C. § 341(e).

76. The purpose of the Section 341 Meeting is to provide parties in interest with a meaningful opportunity to obtain and examine important information about the debtor. In the Chapter 11 Cases, however, the solicitation of the Plan was commenced before the Petition Date, and the Debtors expect that the Plan will be accepted by the Voting Class in excess of the statutory thresholds specified in section 1126(c) of the Bankruptcy Code. The Debtors intend to proceed

expeditiously to confirm the Plan and emerge from chapter 11 as quickly as possible. Therefore, parties are not likely to receive any benefit from a Section 341 Meeting.

77. Accordingly, the Debtors respectfully request that the Court direct the U.S. Trustee not to convene a Section 341 Meeting unless the Plan is not confirmed on or before the SOAL/SOFA Deadline.

VI. PROCEDURES FOR THE ASSUMPTION AND REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

78. Section 365(a) of the Bankruptcy Code empowers a debtor in possession, "subject to the court's approval, [to] . . . assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). The procedures set forth above and in Article V of the Plan related to the assumption and rejection of Executory Contracts and Unexpired Leases should be approved because they will help facilitate the resolution of any issues concerning Cure Costs and objections regarding the possible assumption of Executory Contracts and Unexpired Leases, while adequately protecting the rights of the counterparties to the Assumed Contracts and Leases.

VII. CONFIRMATION OF PLAN

79. The Debtors believe that the Plan satisfies all of the requirements for confirmation under the Bankruptcy Code. The Debtors request that the Court schedule the Combined Hearing at which time the Debtors will seek confirmation of the Plan.

NOTICE

80. Notice of the Motion will be given to: (a) the Office of the United States Trustee for the Southern District of Texas; (b) counsel to the DIP Agent; (c) counsel to the Ad Hoc Group; (d) counsel to the DIP Term Loan Agent; (e) counsel to the DIP ABL Loan Agent; (f) the creditors listed on the Debtors' consolidated list of thirty (30) creditors holding the largest unsecured claims; (g) the United States Attorney for the Southern District of Texas; (h) the Internal Revenue Service;

(i) the Securities and Exchange Commission; (j) the state attorneys general for states in which the Debtors conduct business; and (k) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, under the circumstances, no other or further notice is required.

81. A copy of the Motion is available on (a) the Court's website, at www.txs.uscourts.gov, and (b) the website maintained by the Debtors' proposed noticing agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global, at https://www.veritaglobal.net/thecontainerstore.

[*Remainder of page intentionally left blank.*]

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order granting the relief requested in the Motion and such other and further relief as may be just and proper.

Dated: December 23, 2024
Houston, Texas

Respectfully submitted,

/s/ Timothy A. ("Tad") Davidson II

HUNTON ANDREWS KURTH LLP
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- and -

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Proposed Co-Counsel for the Debtors and Debtors in Possession

CERTIFICATE OF SERVICE

I certify that on December 23, 2024, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas on those parties registered to receive electronic notices.

/s/ Timothy A. ("Tad") Davidson II
Timothy A. ("Tad") Davidson II

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	:	Chapter 11
THE CONTAINER STORE GROUP, INC., *et al.*,	:	Case No. 24-90627 (ARP)
Debtors.[1]	:	(Jointly Administered)

ORDER (I) SCHEDULING COMBINED HEARING TO CONSIDER (A) FINAL APPROVAL OF DISCLOSURE STATEMENT, (B) APPROVAL OF SOLICITATION PROCEDURES AND FORM OF BALLOT, AND (C) CONFIRMATION OF PLAN; (II) ESTABLISHING AN OBJECTION DEADLINE TO OBJECT TO DISCLOSURE STATEMENT AND PLAN; (III) APPROVING THE FORM AND MANNER OF NOTICE OF COMBINED HEARING, OBJECTION DEADLINE, AND NOTICE OF COMMENCEMENT; (IV) APPROVING NOTICE AND OBJECTION PROCEDURES FOR THE ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (V) CONDITIONALLY WAIVING REQUIREMENT OF FILING SCHEDULES OF ASSETS AND LIABILITIES, STATEMENTS OF FINANCIAL AFFAIRS, AND 2015.3 REPORTS; (VI) CONDITIONALLY WAIVING REQUIREMENT TO CONVENE THE SECTION 341 MEETING OF CREDITORS; (VII) CONDITIONALLY APPROVING THE DISCLOSURE STATEMENT; AND (VIII) GRANTING RELATED RELIEF

[Relates to Docket No. ___]

Upon the emergency motion (the "***Motion***")[2] of the Debtors for entry of an order (this "***Order***") (a) scheduling a combined hearing (the "***Combined Hearing***") to consider (i) approval of the Disclosure Statement, (ii) approval of Solicitation Procedures and form of Ballots, and (iii) confirmation of the Plan; (b) establishing an objection deadline to object to the

[1] The Debtors in these cases, together with the last four digits of each Debtor's taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors' mailing address is 500 Freeport Parkway, Coppell, TX 75019.

[2] Capitalized terms used but not defined herein have the meanings given to them in the Motion.

final approval of the Disclosure Statement and confirmation of the Plan (the "***Objection Deadline***"); (c) approving the form and manner of notice of the Combined Hearing, the Objection Deadline, and the commencement of the Chapter 11 Cases (the "***Combined Notice***"), attached hereto as Exhibit 1; (d) approving the Solicitation Procedures with respect to the Plan, including the form of Ballot and Voting Instructions, attached hereto as Exhibit 2; (e) approving the form and manner of (i) non-voting status notice (the "***Non-Voting Status Notice***"), attached hereto as Exhibit 3 and (ii) Release Opt-Out Forms, attached hereto as Exhibits 4A and 4B; (f) extending the deadline for the Debtors to file schedules of assets and liabilities and statements of financial affairs (collectively, the "***Schedules and Statements***") and initial reports of financial information in respect of entities in which their Estates hold a controlling interest as set forth in in Bankruptcy Rule 2015.3 (the "***2015.3 Reports***") in each case through and including February 23, 2025 (the "***SOAL/SOFA Deadline***"), and conditionally waiving the requirement that the Debtors file the Schedules and Statements and the 2015.3 Reports if the Plan is confirmed; (g) conditionally waiving the requirement to convene the Section 341 Meeting; (h) approving the notice and objection procedures in connection with the assumption or rejection of executory contracts and unexpired leases pursuant to the Plan; (i) conditionally approving the Disclosure Statement; and (j) granting related relief, all as more fully set forth in the Motion; and the Court having reviewed the Motion and the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the 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 it appearing that proper and adequate notice of the Motion has been given and that

no other or further notice is necessary, except as set forth in the Motion with respect to entry of this Order; and upon the record herein; and after due deliberation thereon; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Combined Hearing, at which the Court will consider, among other things, the final approval of the Disclosure Statement and confirmation of the Plan, shall be held on **January 24, 2025 at 1:00 p.m. (prevailing Central Time)**. The Combined Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date or dates in open court or at the Combined Hearing and notice of such adjourned date(s) will be available on the electronic case filing docket.

2. The Proposed Confirmation Schedule set forth in the Motion (and copied below) is hereby approved, except as may be modified herein.

Event	Deadline	Notes
Voting Record Date	December 18, 2024	N/A
Commence Solicitation (the "***Solicitation Date***")	December 21, 2024	N/A
Petition Date	December 22, 2024	N/A
Mail Combined Notice and Non-Voting Status Notice	December 24, 2024 or as soon as practicable thereafter	N/A
Publication Deadline	December 27, 2024 or as soon as practicable thereafter	N/A
Plan Supplement Filing Deadline	January 14, 2025	Seven (7) days before Objection Deadline
Deadline to Vote on the Plan and Return Release Opt-Out Forms (the "***Voting Deadline***")	January 21, 2025 at 4:00 p.m. (prevailing Central Time)	Solicitation Date *plus* thirty-two (32) days

Event	Deadline	Notes
Objection Deadline	January 21, 2025 at 4:00 p.m. (prevailing Central Time)	Three (3) days before Combined Hearing
File Confirmation Materials	January 23, 2025 at 12:00 p.m. (prevailing Central Time)	One (1) day before Combined Hearing
Combined Hearing	January 24, 2025 at 1:00 p.m. (prevailing Central Time)	Thirty-three (33) days after Petition Date
Section 341(a) Meeting / SOAL/SOFA Deadline (if applicable)	February 23, 2025	Combined Hearing Date *plus* thirty (30) days

3. Any objections to the final approval of the Disclosure Statement and/or confirmation of the Plan shall be: (a) in writing; (b) filed with the Clerk of Court together with proof of service thereof; (c) set forth the name of the objecting party, and the nature and amount of any claim or interest asserted by the objecting party against the estate or property of the Debtors; (d) state the legal and factual basis for such objection; and (e) conform to the applicable Bankruptcy Rules, the Bankruptcy Local Rules and any other case management rules and orders of the Court, by no later than **4:00 p.m. (prevailing Central Time) on January 21, 2025**. In addition to being filed with the Clerk of the Court, any such Objections should be served upon the following parties in accordance with the Local Rules:

a. The Container Store Group Inc., 500 Freeport Parkway Coppell, TX 75019, Attn: Tasha Grinnell (tlgrinnell@containerstore.com);

b. proposed counsel to the Debtors, (i) Latham & Watkins LLP, (A) 355 South Grand Avenue, Suite 100, Los Angeles, CA 90071, Attn: Ted A. Dillman and Hugh Murtagh (ted.dillman@lw.com), and (B) 1271 Avenue of the Americas New York, NY 10020, Attn: Hugh Murtagh (hugh.murtagh@lw.com); and (ii) Hunton Andrews Kurth LLP, 600 Travis, Suite 4200, Houston, Texas 77002, Attn: Tad Davidson (taddavidson@huntonak.com) and Ashley Harper (ashleyharper@huntonak.com);

c. counsel to the DIP Agent, Riemer & Braunstein LLP, Times Square Tower, Seven Times Square, Suite 2506, New York, NY 10036, Attn: Donald E. Rothman (drothman@riemerlaw.com) and Steven E. Fox

(sfox@riemerlaw.com) and (ii) Frost Brown Todd LLP, Rosewood Court, 2101 Cedar Springs Road, Suite 900, Dallas, TX 75201, Attn: Rebecca L. Matthews (rmatthews@fbtlaw.com);

d. counsel to the Ad Hoc Group, Paul Hastings LLP, 200 Park Avenue, New York, NY 10166, Attn: Jayme Goldstein (jaymegoldstein@paulhastings.com); Charles Persons (charlespersons@paulhastings.com); Isaac Sasson (isaacsasson@paulhastings.com); and William Reily (williamreily@paulhastings.com);counsel to the ABL Facility Agent, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, NY 10017, Attn: Zachary Weiner (zachary.weiner@stblaw.com);

e. Counsel to the Prepetition ABL Facility Agent, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, NY 10017, Attn: Ian Kitts (ian.kitts@stblaw.com);

f. counsel to the DIP Term Loan Agent, Paul Hastings LLP, 200 Park Avenue, New York, NY 10166 Attn: Alex Cota (alexcota@paulhastings.com);

g. the U.S. Trustee, 515 Rusk Street, Suite 3516, Houston, TX 77002, Attn: Ha Nguyen (Ha.Nguyen@usdoj.gov) and Vianey Garza (Vianey.Garza@usdoj.gov); and

h. counsel to any statutory committee, if appointed.

4. The Debtors are authorized to file and serve a supplement to the Plan (the "***Plan Supplement***") on or before January 14, 2025, and to further supplement the Plan Supplement as necessary thereafter. If the Objection Deadline is extended, the Debtors shall be authorized to file the Plan Supplement by seven (7) days before such extended Objection Deadline.

5. Notice of the Combined Hearing and service thereof comply with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules and are approved and deemed to be sufficient and appropriate under the circumstances; *provided however*, that if any Holder of a Claim against, or Interest in, a Debtor requests from the Debtors, the Debtors' counsel or Verita a copy of the Plan or Disclosure Statement, regardless of whether such Holder is in the Voting Class, the Debtors' counsel or Verita shall serve the requested document or

documents on the Holder at the Debtors' cost, no later than two (2) Business Days from the date such request is made; *provided, further*, that any provision of Bankruptcy Rule 3017(d) requiring the Debtors to distribute the Disclosure Statement and the Plan to parties not entitled to vote, whether because they are unimpaired or because they are deemed to reject the Plan, or any parties in interest other than as prescribed in this Order, shall be waived; *provided further*, the Debtors shall cause to be posted to their case website, maintained by Verita, various chapter 11 related documents (to the extent not already posted), including the following: (a) the Plan; (b) the Disclosure Statement; (c) the Motion and any orders entered in connection with the Motion; and (d) the Combined Notice. The Debtors shall also serve a copy of the Combined Notice on all known creditors, interest holders, and interested parties; *provided* that the Publication Notice shall be deemed adequate and sufficient notice to the Debtors' customers of the Combined Hearing, the Objection Deadline, and the commencement of the Chapter 11 Cases. For the avoidance of doubt, the requirement that the Debtors serve any notices or materials on Holders of Claims in Class 6 (Intercompany Claims) or Interests in Class 7 (Intercompany Interests) shall be waived.

6. The Solicitation Procedures, including the setting of the Voting Record Date, utilized by the Debtors for distribution of the Solicitation Packages as set forth in the Motion in soliciting acceptances and rejections of the Plan satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules and are approved. The Debtors and the Solicitation Agent are authorized to accept Ballots and Release Opt-Out Forms through the E-Ballot Portal. The encrypted data and audit trail created by such electronic submission shall become part of the record of any Ballot or Release Opt-Out Form submitted in this manner, and the Holder's electronic signature will be deemed to be immediately legally valid and effective.

7. The authorization of the Solicitation Agent is approved and any obligation for the Debtors or the Solicitation Agent to conduct additional research for updated addresses based on undeliverable Solicitation Packages (including undeliverable Ballots, Non-Voting Status Notices, Release Opt-Out Forms, and Combined Notices) is hereby waived.

8. To the extent that section 1125(b) of the Bankruptcy Code requires the Debtors' prepetition solicitation of acceptances for the Plan to be pursuant to an approved disclosure statement in order to continue on a postpetition basis, the Court conditionally approves the Disclosure Statement as having adequate information as required by section 1125 of the Bankruptcy Code without prejudice to any party in interest objecting to the adequacy of the Disclosure Statement at the Combined Hearing.

9. The Debtors are authorized, but not directed, to provide the Nominees with sufficient copies of the Combined Notice and Non-Voting Status Notice to forward to the beneficial Holders of Interests. Nominees are required to forward the Combined Notice and Non-Voting Status Notice or copies thereof to the beneficial Holders of Interests within seven (7) days of the receipt by such Nominee of the Combined Notice. To the extent the Nominees incur out-of-pocket expenses in connection with distribution of the Combined Notice or Non-Voting Status Notice, the Debtors are authorized, but not directed, to reimburse such entities for their reasonable and customary expenses incurred in this regard. To the extent that the Debtors serve beneficial Holders directly, in accordance with the customary requirements of a Nominee, the Debtors are authorized to send the Combined Notice and Non-Voting Status Notice to beneficial Holders of Interests in Class 8 in paper format via first class mail or via electronic transmission in accordance with the customary requirements of each Nominee.

10. The Solicitation Package used to solicit votes to accept or reject the Plan as set forth in the Motion is approved.

11. The Combined Notice, substantially in the form attached hereto as Exhibit 1, is approved.

12. The Ballot and Voting Instructions, substantially in the forms attached hereto as Exhibit 2, and the terms and conditions therein, are approved.

13. The Non-Voting Status Notice, substantially in the form attached hereto as Exhibit 3, is approved.

14. The Release Opt-Out Forms, substantially in the form attached hereto as Exhibits 4A and 4B, and the terms and conditions therein, are approved.

15. The Solicitation Procedures that will be used for tabulations of votes to accept or reject the Plan as set forth in the Motion and as provided by the Ballots, as applicable, are approved.

16. The notice and objection procedures set forth in this Order and the Motion constitute good and sufficient notice of the Combined Hearing; commencement of the Chapter 11 Cases; and the deadline and procedures for objection to approval of the Solicitation Procedures, final approval of the Disclosure Statement, and confirmation of the Plan, and no other or further notice shall be necessary.

17. The time within which the Debtors shall file the Schedules and Statements and 2015.3 Reports is extended through and including the SOAL/SOFA Deadline without prejudice to the Debtors' right to seek further extensions of the time within which to file the Schedules and Statements and 2015.3 Reports or to seek additional relief from the Court regarding the filing of, or waiver of the requirement to file, the Schedules and Statements and 2015.3 Reports.

18. The requirement to convene a Section 341 Meeting shall be deferred, provided confirmation occurs on or before the SOAL/SOFA Deadline, without prejudice to the Debtors' right to request further extensions thereof.

19. The U.S. Trustee shall not be required (but may after consulting with the Debtors) to schedule a Section 341 Meeting, unless the Plan is not confirmed in the Chapter 11 Cases on or before the SOAL/SOFA Deadline, without prejudice to the Debtors' right to request further extensions thereof.

20. The notice and objection procedures in connection with the assumption or rejection of Executory Contracts and Unexpired Leases pursuant to the Plan are approved, as set forth in the Combined Notice.

21. Any objection to the assumption or rejection of Executory Contracts and Unexpired Leases must (a) be in writing, (b) conform to the applicable Bankruptcy Rules and Local Rules, (c) set forth the name of the objecting party, the basis for the objection, and the specific grounds thereof, (d) be filed with the Court by the Objection Deadline, together with proof of service, and (e) served upon the Notice Parties.

22. The Debtors are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order.

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

Signed: _____

_____
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Combined Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	:	Chapter 11
THE CONTAINER STORE GROUP, INC., *et al.*,	:	Case No. 24-90627 (ARP)
Debtors.[1]	:	(Jointly Administered)

NOTICE OF (I) COMMENCEMENT OF CHAPTER 11 CASES, (II) COMBINED HEARING ON DISCLOSURE STATEMENT, PREPACKAGED JOINT CHAPTER 11 PLAN, AND RELATED MATTERS, (III) OBJECTION DEADLINES, AND (IV) SUMMARY OF PREPACKAGED JOINT CHAPTER 11 PLAN

NOTICE IS HEREBY GIVEN as follows:

The Container Store Group, Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the "***Debtors***"), each commenced a case under chapter 11 of title 11 of the United States Code (the "***Bankruptcy Code***") in the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") on December 22, 2024 (the "***Petition Date***").

Before the Petition Date, on December 21, 2024, the Debtors commenced solicitation of the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* (as may be amended, modified, or supplemented from time to time, the "***Plan***")[2] attached as Exhibit A to the proposed *Disclosure Statement for Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* (as may be amended, modified, or supplemented from time to time, the "***Disclosure Statement***") pursuant to sections 1125 and 1126(b) of the Bankruptcy Code. Copies of the Plan and the Disclosure Statement may be obtained free of charge by visiting the solicitation website maintained by the Debtors' solicitation agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "***Solicitation Agent***" or "***Verita***"), at www.veritaglobal.net/thecontainerstore. Copies of the Plan and Disclosure Statement may also be obtained by calling the Solicitation Agent at (888) 251-3046 (U.S. / Canada,

[1] The Debtors in these cases, together with the last four digits of each Debtor's taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors' mailing address is 500 Freeport Parkway, Coppell, TX 75019.

[2] Capitalized terms used but not defined herein have the meanings given to them in the Plan.

toll-free) or (310) 751-2615 (International, toll), or by messaging the Solicitation Agent at www.veritaglobal.net/thecontainerstore/inquiry.

Information Regarding Plan

The Debtors commenced solicitation of votes to accept the Plan from Holders of Class 3 (Term Loan Claims) of record as of December 18, 2024. Only Holders of Claims in Class 3 are entitled to vote to accept or reject the Plan. All other Classes of Claims and Interests are either presumed to accept or deemed to reject the Plan and, therefore, Holders of such Claims and Interests are not entitled to vote to accept or reject the Plan. **The deadline for the submission of votes to accept or reject the Plan is January 21, 2025 at 4:00 p.m. (prevailing Central Time).**

The Debtors are proposing a restructuring that, pursuant to the Plan, will provide substantial benefits to the Debtors and all of their stakeholders. Upon its full implementation, the Plan will reduce the Debtors' total funded debt from approximately $243.1 million to approximately $190 million. **Importantly, the Plan will not impair the Debtors' non-financial creditors, including general unsecured creditors such as vendors and suppliers—in other words, under the Plan, vendors and suppliers will be paid or otherwise satisfied in full in the ordinary course and on customary terms.** The restructuring will allow the Debtors' management team to focus on operational performance and value creation, execute on growth initiatives, and continue to serve as a leading national retailer of organizational solutions.

The Plan provides for certain releases, injunctions, and exculpations as set forth in Appendix A.

The Court has scheduled a combined hearing to consider final approval of the Disclosure Statement and any objections thereto and to consider confirmation of the Plan and any objections thereto to be held before the Court, Courtroom [□], 4th floor, 515 Rusk Street, Houston, Texas 77002, **on January 24, 2025 at a time to be identified on the agenda for such hearing and the Solicitation Agent's website set forth below** (the "***Combined Hearing***"). The time and location of the Combined Hearing may also be obtained by contacting the undersigned proposed counsel to the Debtors. The Combined Hearing may be adjourned from time to time without further notice other than by filing a notice on the Court's docket indicating such adjournment and/or announcement of the adjournment date or dates at the Combined Hearing. The adjourned dates will be available on the electronic case filing docket and the Solicitation Agent's website at www.veritaglobal.net/thecontainerstore.

The Court has set the deadline for filing objections to the final approval of the Disclosure Statement and/or confirmation of the Plan as **January 21, at 4:00 p.m. (prevailing Central Time)** (the "***Objection Deadline***"). Any objections to the Disclosure Statement and/or the Plan must be: (a) in writing, (b) filed with the Clerk of the Court together with proof of service thereof, (c) set forth the name of the objecting party, and the nature and amount of any Claim or Interest asserted by the objecting party against the Debtors' estates or property of the Debtors, (d) state the legal and factual basis for such objection, and (e) conform to the applicable Federal Rules of Bankruptcy Procedure (the "***Bankruptcy Rules***") and the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas (the "***Bankruptcy Local Rules***").

In addition to being filed with the Clerk of the Court, any such objections should be served upon the following parties in accordance with the Bankruptcy Local Rules:

Debtors The Container Store Group, Inc. 500 Freeport Parkway, Coppell, TX 75019 Attn: Tasha Grinnell Email: tlgrinnell@containerstore.com	***Office of the U.S. Trustee*** Office of the United States Trustee for the Southern District of Texas 515 Rusk Street, Suite 3516 Houston, TX 77002 Attn: Ha Nguyen and Vianey Garza Email: Ha.Nguyen@usdoj.gov Vianey.Garza@usdoj.gov
Proposed Co-Counsel to the Debtors Latham & Watkins LLP 355 South Grand Avenue, Suite 100 Los Angeles, CA 90071 Attn: Ted A. Dillman Email: ted.dillman@lw.com Latham & Watkins LLP 1271 Avenue of the Americas New York, NY 10020 Attn: Hugh Murtagh Email: hugh.murtagh@lw.com	***Proposed Co-Counsel to the Debtors*** Hunton Andrews Kurth LLP 600 Travis Street, Suite 4200 Houston, TX 77002 Attn: Timothy A. Davidson, Ashley L. Harper, Philip M. Guffy Email: taddavidson@HuntonAK.com ashleyharper@HuntonAK.com pguffy@HuntonAK.com
Counsel to the DIP Agent Riemer & Braunstein LLP Times Square Tower Seven Times Square, Suite 2506 New York, NY 10036 Attn: Donald E. Rothman and Steven E. Fox Email: drothman@riemerlaw.com sfox@riemerlaw.com	***Co-Counsel to the DIP Agent*** Frost Brown Todd LLP Rosewood Court 2101 Cedar Springs Road, Suite 900 Dallas, TX 75201 Attn: Rebecca L. Matthews Email: rmatthews@fbtlaw.com
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Counsel to the DIP Term Loan Agent Paul Hastings LLP 200 Park Avenue New York, NY 10166 Attn: Alex Cota and Liz Loonam Email: alexcota@paulhastings.com lizloonam@paulhastings.com	

UNLESS AN OBJECTION IS TIMELY FILED AND SERVED IN ACCORDANCE WITH THE PROCEDURES IN THIS NOTICE, SUCH OBJECTION MAY NOT BE CONSIDERED BY THE COURT AT THE COMBINED HEARING.

Notice of Assumption of Executory Contracts and Unexpired Leases of Debtors and Related Procedures

Please take notice that, in accordance with Article V.A of the Plan and sections 365 and 1123 of the Bankruptcy Code, except as otherwise provided in the Plan, each Executory Contract and Unexpired Lease will be deemed assumed (the "***Assumed Contracts and Leases***") unless it: (a) is identified on the Rejected Executory Contract/Unexpired Lease List (which, if any, will initially be filed with the Court as part of the Plan Supplement on or before January 14, 2025) as an Executory Contract or Unexpired Lease to be rejected, (b) is the subject of a separate motion or notice to reject pending as of the Effective Date, or (c) previously expired or terminated pursuant to its own terms (disregarding any terms the effect of which is invalidated by the Bankruptcy Code). The Debtors are serving this Combined Notice on all parties to Executory Contracts and Unexpired Leases, reflecting the Debtors' intention to assume the Executory Contracts and Unexpired Leases in connection with the Plan and indicating that the Debtors or the Reorganized Debtors, as applicable, will cure any defaults under the Executory Contracts and Unexpired Leases.

As provided in Article V.B of the Plan, any monetary default under the Assumed Contracts and Leases will be cured by payment in Cash on the Effective Date or as soon as reasonably practicable thereafter. If there is a dispute with respect to assumption of an Executory Contract or Unexpired Lease under the Plan then the Court will hear such dispute before assumption becoming effective, subject to the limitations set forth in the Plan.

If a dispute arises regarding the amount of any payment needed to cure outstanding defaults under any Executory Contract or Unexpired Lease, the payment required by section 365(b)(1) of the Bankruptcy Code will be made following the entry of a Final Order(s) resolving the dispute and approving the assumption and will not prevent or delay implementation of the Plan or the occurrence of the Effective Date.

Summary of the Plan

Solicitation of votes on the Plan commenced before the Petition Date. The following chart summarizes the treatment provided by the Plan to each Class of Claims and Interests:

Class	Claim / Interest	Status	Voting Rights	Approx. Percentage Recovery[3]
1	Other Secured Claims	Unimpaired	Presumed to Accept	Estimated Percentage Recovery: 100%

[3] For purposes of the projected recoveries under the Plan set forth herein, the Debtors' investment banker conducted a valuation analysis, and the total enterprise value as of the assumed Effective Date of January 31, 2025 is estimated to be between approximately $184 million and $216 million, with a midpoint of $200 million.

Class	Claim / Interest	Status	Voting Rights	Approx. Percentage Recovery[3]
2	ABL Claims	Unimpaired	Presumed to Accept	Estimated Percentage Recovery: 100%
3	***Term Loan Claims***	***Impaired***	***Entitled to Vote***	***Estimated Percentage Recovery: 4.5% to 17.6%.***
4	General Unsecured Claims	Unimpaired	Presumed to Accept	Estimated Percentage Recovery: 100%
5	Subordinated Claims	Impaired	Deemed to Reject	Estimated Percentage Recovery: 0%
6	Intercompany Claims	Unimpaired or Impaired	Presumed to Accept or Deemed to Reject	Estimated Percentage Recovery: N/A
7	Intercompany Interests	Unimpaired or Impaired	Presumed to Accept or Deemed to Reject	Estimated Percentage Recovery: N/A
8	Existing Equity Interests	Impaired	Deemed to Reject	Estimated Percentage Recovery: 0%

Non-Voting Status of Holders of Certain Claims and Interests

As set forth above, certain holders of Claims and Interests are **not** entitled to vote on the Plan. As a result, such parties did not receive any ballots and other related solicitation materials to vote on the Plan. Claims in Classes 1, 2, and 4 are Unimpaired under the Plan and, pursuant to section 1126(f) of the Bankruptcy Code, are conclusively presumed to accept the Plan. Claims and Interests in Classes 6 and 7 are either Unimpaired or Impaired under the Plan and are conclusively presumed to accept or deemed to reject the Plan, as applicable. Claims and Interests in Classes 5 and 8 (collectively with Classes 1, 2, 4, 6, and 7, the "***Non-Voting Classes***") are Impaired under the Plan with no recovery and, pursuant to section 1126(g) of the Bankruptcy Code, are deemed to reject the Plan. In light of their presumed acceptance or rejection of the Plan, none of the Holders of Claims and Interests in the Non-Voting Classes were solicited to vote on the Plan. Instead, the Holders of Claims and Interests in the Non-Voting Classes (other than Holders of Intercompany Claims and Intercompany Interests) will receive a Non-Voting Status Notice. Because the Intercompany Claims and Intercompany Interests are all held by the Debtors or affiliates of the Debtors, the Debtors did not provide the Holders in Class 6 (Intercompany Claims) or Class 7 (Intercompany Interests) with a Non-Voting Status Notice (or a Solicitation Package). Further, Holders of Claims or Interests in the Non-Voting Classes can access the Disclosure Statement and the Plan at no cost on the website maintained by the Solicitation Agent: www.veritaglobal.net/thecontainerstore.

Section 341(a) Meeting

The Debtors intend to request that the Court defer a meeting of creditors pursuant to section 341(a) of the Bankruptcy Code (the "***Section 341(a) Meeting***") and **that the Section 341(a) Meeting not be convened if the Plan is confirmed by February 23, 2025.** If the Section 341(a) Meeting will be convened, the Debtors will file and serve on the parties on whom they served this notice and any other parties entitled to notice pursuant to the Bankruptcy Rules, and post on the website at www.veritaglobal.net/thecontainerstore not less than twenty-one (21) days before the date scheduled for such meeting, a notice of, among other things, the date, time, and place of the Section 341(a) Meeting. The meeting may be adjourned or continued from time to time by notice at the meeting, without further notice to creditors.

[*Remainder of page left intentionally blank*]

Dated: [●], 2024
Houston, Texas

Respectfully submitted,

/s/

HUNTON ANDREWS KURTH LLP
Timothy A. ("Tad") Davidson II (Texas Bar No. 24012503)
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- and -

LATHAM & WATKINS LLP
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Hugh Murtagh (*pro hac vice* pending)
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Proposed Co-Counsel for the Debtors and Debtors in Possession

Appendix A

Release, Injunction, and Exculpation Provisions in the Plan[1]

[1] Capitalized terms used but not defined in this Appendix A have the meanings given to them in the Plan.

Article IX.

DISCHARGE, RELEASE, INJUNCTION, AND RELATED PROVISIONS

B. Releases by the Debtors

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Combined Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, is and is deemed to be, forever and unconditionally released, and absolved by each Debtor, Reorganized Debtor, and the Estates from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan or any other related agreement, or (10) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; provided, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed or (2) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have

constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under the Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (2) a good-faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

C. Releases by Holders of Claims and Interests

To the extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Combined Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any Security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of the Plan,

the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan or any other related agreement, or (10) any other act, or omission, transaction, agreement, event, or other occurrence relating to any of the foregoing and taking place on or before the Effective Date; provided, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under the Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any agreement, claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) given and made after due notice and opportunity for hearing; and (3) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

D. Exculpation

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of the Plan, the Transaction Support Agreement, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with the Plan, the Disclosure Statement, the Definitive

Documents, the Plan Supplement, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; provided, that the foregoing provisions of this exculpation shall not operate to waive or release: (1) any Claims or Causes of Action arising from willful misconduct, actual fraud (but not, for the avoidance of doubt, fraudulent transfers), or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (2) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

The Exculpated Parties have, and upon consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. For the avoidance of doubt and notwithstanding anything else herein, the foregoing exculpation shall be limited to Persons that served as Estate fiduciaries during the Chapter 11 Cases.

E. Permanent Injunction

Except as otherwise expressly provided in the Transaction Support Agreement, the Plan or the Combined Order, from and after the Effective Date, all Persons and Entities are, to the fullest extent provided under Section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (1) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (2) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (3) creating, perfecting, or enforcing any Lien or encumbrance; (4) asserting a right of setoff or subrogation of any kind; or (5) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to the Plan or the Combined Order against any Person or Entity so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11

Cases under Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article IX thereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

F. SEC Reservation of Rights

Notwithstanding any language to the contrary in the Disclosure Statement, Plan and/or Combined Order, no provision shall (i) preclude the SEC from enforcing its police or regulatory powers or (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, Causes of Action, proceedings or investigations against any non-Debtor Person or non-Debtor Entity in any forum.

EXHIBIT 2

Form of Ballot for Class 3 (Term Loan Claims)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	Chapter 11
THE CONTAINER STORE GROUP, INC., *et al.*,	IMPORTANT: No chapter 11 case has been commenced as of the date of distribution of this ballot. This ballot is a prepetition solicitation of your vote on a prepackaged plan of reorganization.
Debtors. [1]	If chapter 11 cases are commenced, the Debtors will request joint administration of such cases.

BALLOT FOR HOLDERS IN

CLASS 3 (TERM LOAN CLAIMS)

FOR VOTING TO ACCEPT OR
REJECT THE JOINT PREPACKAGED PLAN OF
REORGANIZATION OF THE CONTAINER STORE GROUP, INC. AND
ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS JANUARY 21, 2025 AT 4:00 P.M. (PREVAILING CENTRAL TIME) (the "*Voting Deadline*")

The Container Store Group, Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the "***Debtors***") are sending this ballot (the "***Ballot***") in order to solicit your vote to accept or reject the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code*, dated December 21, 2024 (as may be amended, modified, or supplemented from time to time, the "***Plan***").[2] The Plan is attached as Exhibit A to the proposed *Disclosure Statement for Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* (as may be amended, modified, or supplemented from time to time, the "***Disclosure Statement***"), which accompanies this Ballot and has also been posted on the Debtors' case information website (located at www.veritaglobal.net/thecontainerstore). The Disclosure Statement provides information to assist you in deciding how to vote on the Plan. The Debtors' case information website allows Holders to electronically submit a vote on the Plan. On the date on which the Chapter 11 Cases (as defined below) are commenced (the "***Petition Date***"),

[1] The Debtors in these cases, together with the last four digits of each Debtor's taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors' mailing address is 500 Freeport Parkway, Coppell, TX 75019.

[2] Capitalized terms used but not defined herein have the meanings given to them in the Plan.

the case information website will be updated to include important information, hearing dates, and other key deadlines, as well as the docket for the Chapter 11 Cases (which will be available for review and download, free of charge).

The Disclosure Statement provides information to assist Holders of Claims in the Voting Class in deciding whether to accept or reject the Plan. If you have not received or wish to obtain additional copies of the Disclosure Statement, please contact the Debtors' solicitation agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "***Solicitation Agent***" or "***Verita***"), via email at TCSInfo@veritaglobal.com.

This Ballot is being submitted to Holders, as of December 18, 2024 (the "***Voting Record Date***"), of any Term Loan Claims in Class 3. "***Term Loan Claims***" include any Claim arising under or related to the Term Loan Credit Agreement. In order for your vote in Class 3 to count, you must either (a) complete and submit your vote through the Solicitation Agent's E-Ballot platform or (b) complete and return this paper Ballot in accordance with the instructions set forth herein, in each case, so that your Ballot is received by the Solicitation Agent on or before the Voting Deadline.

The Debtors have not yet filed for relief under chapter 11 of the Bankruptcy Code and no court has approved the Disclosure Statement or the Plan. As described in the Disclosure Statement, the Debtors intend to commence cases (the "***Chapter 11 Cases***") under chapter 11 of title 11 of the United States Code (the "***Bankruptcy Code***") following the commencement of this solicitation. If the Debtors commence the Chapter 11 Cases, the Plan may be confirmed by the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") if: (a) it is accepted by at least two-thirds (2/3) of the aggregate principal amount and more than one-half (1/2) in number of the Holders of Term Loan Claims voting in Class 3, and (b) the Plan otherwise satisfies the applicable requirements of section 1129 of the Bankruptcy Code.

If the Plan is confirmed by the Court and the Effective Date occurs, the Plan will be binding on all Holders of Term Loan Claims whether or not a Holder of a Term Loan Claim returns a Ballot or votes to reject the Plan.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than (a) to cast a vote to accept or reject the Plan and/or (b) to opt out of the Third-Party Release as set forth in Appendix A.

If you have any questions regarding the Ballot or how to properly complete this Ballot, please contact the Solicitation Agent via email at TCSInfo@veritaglobal.com.

IMPORTANT NOTICE REGARDING TREATMENT FOR HOLDERS OF CLASS 3 TERM LOAN CLAIMS

As described in more detail in the Disclosure Statement and Plan, if the Chapter 11 Cases are commenced, the Plan is confirmed, and the Effective Date occurs, then on the Effective Date, each Holder of an Allowed Term Loan Claim shall receive, in full and final satisfaction, settlement, release, and discharge and in exchange for each Allowed Term Loan Claim, its Pro Rata Share of the New Equity Interests, subject to dilution by the Management Incentive Plan and the DIP Participation Premium.

The Term Loan Claims will be deemed Allowed in the aggregate principal amount of $163,125,321.74.

Please be advised that if the Plan is consummated, Holders of Class 3 Term Loan Claims will be bound by the injunction and exculpation provisions contained in Article IX of the Plan and set forth in Appendix A, and if such Holders do not opt out of the Third-Party Release will be deemed to have granted such releases.

[*Remainder of page left intentionally blank*]

IMPORTANT

YOU SHOULD CAREFULLY REVIEW THE DISCLOSURE STATEMENT AND PLAN BEFORE YOU VOTE. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND THE CLASSIFICATION AND TREATMENT OF YOUR CLAIMS UNDER THE PLAN.

THE SOLICITATION AGENT IS NOT AUTHORIZED TO (AND WILL NOT) PROVIDE LEGAL ADVICE.

VOTING RECORD DATE: DECEMBER 18, 2024

VOTING DEADLINE: 4:00 P.M. PREVAILING CENTRAL TIME ON JANUARY 21, 2025

YOU ARE STRONGLY ENCOURAGED TO USE THE SOLICITATION AGENT'S E-BALLOT PLATFORM TO SUBMIT YOUR VOTE AND YOUR OPT-OUT ELECTIONS. IF YOU SUBMIT YOUR VOTE AND OPT-OUT ELECTIONS THROUGH THE E-BALLOT PLATFORM, YOU SHOULD NOT RETURN A PAPER BALLOT.

IF THE SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE YOUR BALLOT BY THE VOTING DEADLINE (WHETHER CAST THROUGH THE E-BALLOT PLATFORM OR IN HARD COPY), YOUR VOTE WILL NOT BE COUNTED, UNLESS SUCH DEADLINE IS EXTENDED BY THE DEBTORS, AND ANY ELECTION TO OPT OUT OF THE THIRD-PARTY RELEASE WILL NOT BE VALID.

YOU SHOULD NOT SEND YOUR BALLOT TO ANY OF THE DEBTORS, THE DEBTORS' AGENTS (OTHER THAN THE SOLICITATION AGENT), OR THE DEBTORS' FINANCIAL OR LEGAL ADVISORS. IF SO SENT, THE BALLOT WILL NOT BE COUNTED IN CONNECTION WITH THE PLAN.

IF THE PLAN IS CONFIRMED BY THE COURT, IT WILL BE BINDING UPON YOU WHETHER OR NOT YOU VOTE.

[*Remainder of page left intentionally blank*]

INSTRUCTIONS FOR VOTING ONLINE THROUGH THE SOLICITATION AGENT'S E-BALLOT PLATFORM

You may return your Ballot by electronic, online transmission solely by clicking on the "Submit E-Ballot" section on the Debtors' solicitation website (www.veritaglobal.net/thecontainerstore) and following the directions set forth on the website regarding submitting your E-Ballot as described more fully below. Please choose only ONE method of return for your Ballot.

1. Please visit the Debtors' solicitation website at www.veritaglobal.net/thecontainerstore.
2. Click on the "Submit E-Ballot" section of the Debtors' case website.
3. Follow the directions to submit your E-Ballot. If you choose to submit your Ballot via the Solicitation Agent's E-Ballot system, you should **not** return a hard copy of your Ballot.

IMPORTANT NOTE: YOU WILL NEED THE FOLLOWING INFORMATION TO RETRIEVE AND SUBMIT YOUR CUSTOMIZED E-BALLOT:

UNIQUE E-BALLOT ID# _____

UNIQUE E-BALLOT PIN _____

"E-BALLOTING" IS THE SOLE MANNER IN WHICH BALLOTS MAY BE DELIVERED VIA ELECTRONIC TRANSMISSION.

BALLOTS SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE COUNTED.

HOLDERS OF CLASS 3 TERM LOAN CLAIMS ARE STRONGLY ENCOURAGED TO SUBMIT THEIR BALLOTS VIA THE E-BALLOT PLATFORM.

[*Remainder of page left intentionally blank*]

INSTRUCTIONS FOR VOTING BY MAIL

1. Complete Items 1 and 2.
2. If you wish to opt out of the Third-Party Release, complete Item 3.
3. Review the certification contained in Item 4.
4. **Sign and date the Ballot and fill out the other required information.**
5. You must vote the full amount of all of your Class 3 Term Loan Claims *either* to accept *or* reject the Plan. You may not split your vote.
6. The following Ballots will not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder, (b) any Ballot cast by a Person that does not hold a Claim in Class 3, (c) any unsigned Ballot, (d) any Ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan, and (e) any Ballot that attempts to partially accept and partially reject the Plan.
7. If the Ballot is received after the Voting Deadline, it will not be counted, unless otherwise determined by the Debtors. Ballots may be delivered by first class mail, overnight courier, or personal delivery. The method of delivery of the Ballot to the Solicitation Agent is at your election and risk.
8. Unless otherwise directed by the Court, all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawals of Ballots will be determined by the Solicitation Agent and/or the Debtors, which determination will be final and binding. The Debtors reserve the right to reject any and all Ballots submitted by any of their respective creditors not in proper form, the acceptance of which would, in the opinion of the Debtors or their counsel, as applicable, be unlawful. The Debtors further reserve their respective rights to waive any defects or irregularities or conditions of delivery as to any particular Ballot by any of their creditors. The interpretation (including the Ballot and the respective instructions thereto) by the applicable Debtor, unless otherwise directed by the Court, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtors (or the Court) determines. Neither the Debtors nor any other Person will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots nor will any of them incur any liabilities for failure to provide such notification. Unless otherwise directed by the Court, delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) will be invalidated.
9. The Ballot should not be sent to the Debtors, the Court, or the Debtors' financial or legal advisors.
10. This Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you in the event that (a) the Debtors revoke or withdraw the Plan, or (b) the Combined Order is not entered or consummation of the Plan does not occur.
11. There may be changes made to the Plan that do not have material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan

12. If multiple Ballots are received from the same Holder of a Claim with respect to the same Claim before the Voting Deadline, the last, timely received, and valid Ballot, regardless of the manner of submission, will supersede and revoke any earlier-received Ballot.
13. The method of delivery of a Ballot to the Solicitation Agent is at the election and risk of each Holder of a Claim. Except as otherwise provided herein, such delivery will be deemed made, regardless of the manner of delivery, only when the Solicitation Agent **actually receives** the properly completed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery of their Ballots.
14. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT, ANY SUPPLEMENTAL INFORMATION PROVIDED BY THE DEBTORS, OR OTHER MATERIALS AUTHORIZED BY THE COURT.

YOUR COMPLETED BALLOT MUST BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY THE VOTING DEADLINE VIA THE E-BALLOT PLATFORM, AS DIRECTED ABOVE, OR IN HARD COPY AT THE FOLLOWING ADDRESS:

TCS Ballot Processing Center
c/o Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

IF YOU WOULD LIKE TO COORDINATE HAND DELIVERY OF YOUR BALLOT, PLEASE EMAIL TCSINFO@VERITAGLOBAL.COM (WITH "TCS SOLICITATION BALLOT DELIVERY" IN THE SUBJECT LINE) AND PROVIDE THE ANTICIPATED DATE AND TIME OF DELIVERY AT LEAST TWENTY-FOUR (24) HOURS BEFORE YOUR ARRIVAL AT THE ADDRESS ABOVE.

THE VOTING DEADLINE IS JANUARY 21, 2025 AT 4:00 P.M. (PREVAILING CENTRAL TIME).

Item. 1 Amount of Claim

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the holder of the following Class 3 Term Loan Claim inserted into the box below, which includes the aggregate outstanding principal amount without regard to any accrued but unpaid interest:

$_____

Item 2. Vote on Plan

IF YOU VOTE TO ACCEPT THE PLAN, YOUR VOTE CONSTITUTES AN ACCEPTANCE OF AND CONSENT TO THE CLASSIFICATION AND TREATMENT OF YOUR CLAIM UNDER THE PLAN.

Regardless of whether you vote to accept or reject the Plan or if you do not cast a vote to accept or reject the Plan, please see Item 3 below and refer to Appendix A and Article IX of the Plan for information about the Third-Party Release.

Any Ballot that is executed by the holder of a Class 3 Term Loan Claim that indicates both an acceptance and a rejection of the Plan or does not indicate either an acceptance or rejection of the Plan will not be counted.

The Plan, though proposed jointly, constitutes separate plans proposed by each of the Debtor entities. Your vote will count as votes for or against, as applicable, each plan proposed by each Debtor entity.

The holder of the Class 3 Term Loan Claim identified in Item 1 votes as follows (check one box only – if you do not check a box or you check both boxes, your vote will not be counted):

☐ **ACCEPT** (vote FOR) the Plan.	☐ **REJECT** (vote AGAINST) the Plan.

Item. 3 Election to Opt-Out of Third-Party Release

Regardless of whether you voted to accept or reject the Plan in Item 2 above or abstained from voting to accept or reject the Plan, you may check the box below to opt out of the Third-Party Release**. IF YOU DO NOT OPT OUT OF THE THIRD-PARTY RELEASE BY CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTORS, AND THE RELEASED PARTIES AS PROVIDED IN THE PLAN. IF YOU WOULD OTHERWISE BE ENTITLED TO A RELEASE UNDER ARTICLE IX.B OR IX.C OF THE PLAN AND SET FORTH IN APPENDIX A, BUT YOU DO NOT GRANT THE THIRD-PARTY RELEASE BECAUSE YOU OPTED OUT, YOU WILL NOT**

RECEIVE THE BENEFIT OF THE RELEASES SET FORTH IN ARTICLE IX.B OR IX.C OF THE PLAN. Please be advised that your decision to opt out <u>does not</u> affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out; however, in the event you opt out of the Third-Party Release, you will <u>not</u> be granted a release from the Releasing Parties under the Plan.

☐ **Opt Out** of the Third-Party Release

Item 4. Certification.

By returning this Ballot, the holder of the Class 3 Term Loan Claim identified in Item 1 certifies that (a) this Ballot is the only Ballot submitted for the Class 3 Term Loan Claim identified in Item 1; (b) it was the holder of the Class 3 Term Loan Claim identified in Item 1 as of the Voting Record Date and/or it has full power and authority to vote to accept or reject the Plan for the Class 3 Term Loan Claim identified in Item 1; (c) it is one of the following: (i) a "qualified institutional buyer" (as such term is defined in Rule 144A of the Securities Act[3]), (ii) an "accredited investor" (as such term is defined in Rule 501 of Regulation D of the Securities Act), or (iii) for holders located outside the United States, a person other than a "U.S. person" (as defined in Rule 902(k) of Regulation S of the Securities Act) and not participating on behalf of or on account of a U.S. person; and (d) it has received a copy of the Disclosure Statement (including the exhibits thereto) and understands that the solicitation of votes for the Plan is subject to all of the terms and conditions set forth in the Disclosure Statement and Plan.

YOUR RECEIPT OF THIS BALLOT DOES NOT SIGNIFY THAT YOUR CLAIM HAS BEEN OR WILL BE ALLOWED.

_____

Name of Holder of Class 3 Term Loan Claim

_____

Signature

_____

If by Authorized Agent, Name and Title

_____

Name of Institution

_____

Street Address

_____

[3] The "***Securities Act***" means the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa (as amended).

City, State, Zip Code

Telephone Number

Email Address

Date Completed

This Ballot will not constitute or be deemed a proof of claim or equity interest, an assertion of a claim or equity interest, or the allowance of a claim or equity interest.

YOUR VOTE MUST BE ACTUALLY RECEIVED BY 4:00 P.M. (PREVAILING CENTRAL TIME) ON JANUARY 21, 2025, OR YOUR VOTE WILL NOT BE COUNTED. IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE SOLICITATION AGENT VIA EMAIL AT TCSINFO@VERITAGLOBAL.COM.

[*Remainder of page left intentionally blank*]

Appendix A

Release, Injunction, and Exculpation Provisions in the Plan[1]

[1] Capitalized terms used but not defined in this Appendix A have the meanings given to them in the Plan.

Article IX.

DISCHARGE, RELEASE, INJUNCTION, AND RELATED PROVISIONS

B. Releases by the Debtors

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Combined Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, is and is deemed to be, forever and unconditionally released, and absolved by each Debtor, Reorganized Debtor, and the Estates from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan or any other related agreement, or (10) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; provided, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed or (2) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have

constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under the Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (2) a good-faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

C. Releases by Holders of Claims and Interests

To the extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Combined Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any Security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of the Plan,

the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan or any other related agreement, or (10) any other act, or omission, transaction, agreement, event, or other occurrence relating to any of the foregoing and taking place on or before the Effective Date; provided, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under the Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any agreement, claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) given and made after due notice and opportunity for hearing; and (3) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

D. Exculpation

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of the Plan, the Transaction Support Agreement, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with the Plan, the Disclosure Statement, the Definitive

Documents, the Plan Supplement, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; provided, that the foregoing provisions of this exculpation shall not operate to waive or release: (1) any Claims or Causes of Action arising from willful misconduct, actual fraud (but not, for the avoidance of doubt, fraudulent transfers), or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (2) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

The Exculpated Parties have, and upon consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. For the avoidance of doubt and notwithstanding anything else herein, the foregoing exculpation shall be limited to Persons that served as Estate fiduciaries during the Chapter 11 Cases.

E. Permanent Injunction

Except as otherwise expressly provided in the Transaction Support Agreement, the Plan or the Combined Order, from and after the Effective Date, all Persons and Entities are, to the fullest extent provided under Section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (1) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (2) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (3) creating, perfecting, or enforcing any Lien or encumbrance; (4) asserting a right of setoff or subrogation of any kind; or (5) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to the Plan or the Combined Order against any Person or Entity so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11

Cases under Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article IX thereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

F. SEC Reservation of Rights

Notwithstanding any language to the contrary in the Disclosure Statement, Plan and/or Combined Order, no provision shall (i) preclude the SEC from enforcing its police or regulatory powers or (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, Causes of Action, proceedings or investigations against any non-Debtor Person or non-Debtor Entity in any forum.

EXHIBIT 3

Non-Voting Status Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	:	Chapter 11
THE CONTAINER STORE GROUP, INC., *et al.*,	:	Case No. 24-90627 (ARP)
Debtors.[1]	:	(Jointly Administered)

NON-VOTING STATUS NOTICE

PLEASE TAKE NOTICE that The Container Store Group, Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the "***Debtors***"), have commenced chapter 11 cases in the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") and have commenced the solicitation of votes, in accordance with title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "***Bankruptcy Code***"), to accept or reject the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code*, dated December 21, 2024 (as may be amended, modified, or supplemented from time to time, the "***Plan***"),[2] attached as Exhibit A to the *Disclosure Statement for Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code*, dated December 21, 2024 (as may be amended, modified, or supplemented from time to time, the "***Disclosure Statement***") from Holders of Claims in Class 3 thereunder.

PLEASE TAKE FURTHER NOTICE that you are receiving this notice as a Holder or potential Holder of a Claim against or Interest in one or more of the Debtors that, due to the nature and treatment of such Claim or Interest under the Plan, ***is not entitled to vote on the Plan***. Specifically, under the terms of the Plan, Claims in Classes 1, 2, and 4 are Unimpaired under the Plan and, pursuant to section 1126(f) of the Bankruptcy Code, are conclusively presumed to accept the Plan. Claims and Interests in Classes 6 and 7, respectively, are either Unimpaired or Impaired under the Plan and are conclusively presumed to accept or deemed to reject the Plan. Claims and Interests in Classes 5 and 8, respectively (collectively with Classes 1, 2, 4, 6, and 7, the "***Non-Voting Classes***") are Impaired under the Plan with no recovery and, pursuant to section 1126(g) of the Bankruptcy Code, are deemed to reject the Plan.

---

[1] The Debtors in these cases, together with the last four digits of each Debtor's taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors' mailing address is 500 Freeport Parkway, Coppell, TX 75019.

[2] Capitalized terms used but not defined herein have the meanings given to them in the Plan.

PLEASE TAKE FURTHER NOTICE that the Plan contains certain release, exculpation, and injunction provisions, set forth in Appendix A. You are advised and encouraged to carefully review and consider the Plan, including the release, exculpation, and injunction provisions, as your rights might be affected.

PLEASE TAKE FURTHER NOTICE that if you do not opt out of granting the Third-Party Release by following the instructions contained in the attached Release Opt-Out Form, you will automatically be deemed to have consented to the Third-Party Release set forth in Article IX.C of the Plan.

PLEASE TAKE FURTHER NOTICE that parties to Executory Contracts and Unexpired Leases assumed by the Debtors pursuant to the Plan shall not be required to file a Proof of Claim or objection in order to assert or preserve any Cure Cost. Notwithstanding anything to the contrary in the Plan, all Cure Costs shall be Unimpaired by the Plan and all Cure Cost outstanding as of the Effective Date shall remain continuing obligations of the Reorganized Debtors following the Effective Date subject to all parties' rights and defenses with respect thereto.

PLEASE TAKE FURTHER NOTICE that the Plan, Disclosure Statement, and related documents are accessible, free of charge, on the following website maintained by the Debtors' claims, balloting, and noticing agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "***Solicitation Agent***" or "***Verita***"): www.veritaglobal.net/thecontainerstore. Copies of the Plan, Disclosure Statement, and related documents may also be obtained free of charge: (a) by contacting the Solicitation Agent by phone at (888) 251-3046 (U.S. / Canada, toll-free) or (310) 751-2615 (International, toll); or (b) by email at TCSInfo@veritaglobal.com. The Plan, Disclosure Statement, and related documents are also available for a fee through the Court's electronic case filing system at www.txs.uscourts.gov using a PACER password (to obtain a PACER password, go to the PACER website at http://pacer.psc.uscourts.gov).

If you have questions regarding this notice you should contact the Solicitation Agent as set forth above.

[*Remainder of page left intentionally blank*]

Dated: [●], 2024
Houston, Texas

Respectfully submitted,

/s/

HUNTON ANDREWS KURTH LLP
Timothy A. ("Tad") Davidson II (Texas Bar No. 24012503)
Ashley L. Harper (Texas Bar No. 24065272)
Philip M. Guffy (Texas Bar No. 24113705)
600 Travis Street, Suite 4200
Houston, TX 77002
Telephone: (713) 220-4200
Email: taddavidson@HuntonAK.com
ashleyharper@HuntonAK.com
pguffy@HuntonAK.com

- and -

LATHAM & WATKINS LLP
George A. Davis (NY Bar No. 2401214)
Hugh Murtagh (*pro hac vice* pending)
Tianjiao (TJ) Li (NY Bar No. 5689567)
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jon.weichselbaum@lw.com

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Proposed Co-Counsel for the Debtors and Debtors in Possession

Appendix A

Release, Injunction, and Exculpation Provisions in the Plan[1]

[1] Capitalized terms used but not defined in this Appendix A have the meanings given to them in the Plan.

Article IX.

DISCHARGE, RELEASE, INJUNCTION, AND RELATED PROVISIONS

B. Releases by the Debtors

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Combined Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, is and is deemed to be, forever and unconditionally released, and absolved by each Debtor, Reorganized Debtor, and the Estates from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan or any other related agreement, or (10) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; provided, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed or (2) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have

constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under the Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (2) a good-faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

C. Releases by Holders of Claims and Interests

To the extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Combined Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any Security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of the Plan,

the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan or any other related agreement, or (10) any other act, or omission, transaction, agreement, event, or other occurrence relating to any of the foregoing and taking place on or before the Effective Date; provided, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under the Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any agreement, claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) given and made after due notice and opportunity for hearing; and (3) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

D. Exculpation

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of the Plan, the Transaction Support Agreement, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with the Plan, the Disclosure Statement, the Definitive

Documents, the Plan Supplement, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; provided, that the foregoing provisions of this exculpation shall not operate to waive or release: (1) any Claims or Causes of Action arising from willful misconduct, actual fraud (but not, for the avoidance of doubt, fraudulent transfers), or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (2) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

The Exculpated Parties have, and upon consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. For the avoidance of doubt and notwithstanding anything else herein, the foregoing exculpation shall be limited to Persons that served as Estate fiduciaries during the Chapter 11 Cases.

E. Permanent Injunction

Except as otherwise expressly provided in the Transaction Support Agreement, the Plan or the Combined Order, from and after the Effective Date, all Persons and Entities are, to the fullest extent provided under Section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (1) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (2) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (3) creating, perfecting, or enforcing any Lien or encumbrance; (4) asserting a right of setoff or subrogation of any kind; or (5) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to the Plan or the Combined Order against any Person or Entity so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11

Cases under Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article IX thereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

F. SEC Reservation of Rights

Notwithstanding any language to the contrary in the Disclosure Statement, Plan and/or Combined Order, no provision shall (i) preclude the SEC from enforcing its police or regulatory powers or (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, Causes of Action, proceedings or investigations against any non-Debtor Person or non-Debtor Entity in any forum.

EXHIBIT 4A

Release Opt-Out Form (General)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	:	Chapter 11
THE CONTAINER STORE GROUP, INC., *et al.*,	:	Case No. 24-90627 (ARP)
Debtors.[1]	:	(Jointly Administered)

RELEASE OPT-OUT FORM FOR HOLDERS OF
CLAIMS AND CERTAIN INTERESTS IN NON-VOTING CLASSES

You are receiving this Release Opt-Out Form because your rights may be affected under the Plan. Due to the nature and treatment of your Claim or Interest under the Plan, you are not entitled to vote on the Plan.

You are hereby given notice and the opportunity to opt out of granting the Third-Party Release set forth in Article IX.C of the Plan and described in Appendix A. If you do not opt out of granting the Third-Party Release by following the instructions contained in this notice, you will automatically be deemed to have consented to the Third-Party Release set forth in Article IX.C of the Plan. Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out; however, in the event you opt out of the Third-Party Release, you will not be granted a release from the Releasing Parties under the Plan.

Release Opt-Out Forms must be submitted no later than January 21, 2025, at 4:00 p.m. (prevailing Central Time)

You should review this notice carefully and may wish to consult legal counsel as your rights may be affected.

General Information Concerning this Release Opt-Out Form

The Container Store Group, Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the "***Debtors***"), have filed the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy*

[1] The Debtors in these cases, together with the last four digits of each Debtor's taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors' mailing address is 500 Freeport Parkway, Coppell, TX 75019.

Code [Docket No. [●]] (as it may be amended, modified, or supplemented from time to time, the "***Plan***"), which is described in the *Disclosure Statement for Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as it may be amended, modified, or supplemented from time to time, the "***Disclosure Statement***"), and have filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "***Bankruptcy Code***") to implement the Plan (the "***Chapter 11 Cases***") in the United States Bankruptcy Court for the Southern District of Texas (the "***Court***").[2]

You are receiving this release opt-out form (this "***Release Opt-Out Form***") because, according to the Debtors' books and records, you may be a Holder of a Claim in Class 1 (Other Secured Claims), Class 2 (ABL Claims), Class 4 (General Unsecured Claims), Class 5 (Subordinated Claims), or Class 8 (Existing Equity Interests) under the Plan. Claims in Classes 1, 2, and 4 are Unimpaired under the Plan and their Holders are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Meanwhile, Claims and Interests in Classes 5 and 8 are conclusively presumed to have rejected the Plan pursuant to section 1126(g). Therefore, Holders of Claims and Interests in Classes 1, 2, 4, 5, and 8 are not entitled to vote to accept or reject the Plan.

Article IX.C of the Plan contains certain ***third-party*** releases. This Release Opt-Out Form provides you with the opportunity to elect to opt out of the releases in Article IX.C of the Plan and set forth in Appendix A.

Making an Alternative Election Under this Release Opt-Out Form

Holders of Claims who take no action with respect to this Release Opt-Out Form will automatically be deemed to grant the releases contained in Article IX.C of the Plan.

You should review the Disclosure Statement and the Plan before you make any elections on this Release Opt-Out Form. You may wish to seek legal advice concerning the elections available under this Release Opt-Out Form. Copies of the Disclosure Statement and the Plan may be found on the Debtors' restructuring website at www.veritaglobal.net/thecontainerstore.

Questions may be directed to Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "*Solicitation Agent*" or "*Verita*") at (888) 251-3046 (U.S. / Canada, toll-free) or (310) 751-2615 (International, toll), or by emailing the Solicitation Agent at TCSInfo@veritaglobal.com.

[2] Capitalized terms used but not defined herein have the meanings given to them in the Plan.

Release Opt-Out Election

This election allows you to:

- **OPT OUT OF THE RELEASES IN THE PLAN, WHICH WILL DISQUALIFY YOU FROM BEING SUBJECT TO AND BENEFITING FROM THE RELEASES IN ARTICLE IX OF THE PLAN. IF YOU DO NOT OPT OUT OF THE THIRD-PARTY RELEASE BY CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTORS, AND THE RELEASED PARTIES AS PROVIDED IN THE PLAN.**

Complete and return this Form if you wish to elect to opt out of granting the releases contained in Article IX.C of the Plan and described in Appendix A.

Summary of Election

Article IX.C of the Plan contains a third-party release that binds releasing parties, which is described in Appendix A. Releasing parties include Holders of Unimpaired Claims and Existing Equity Interests that do not opt out of the releases provided for in Article IX.C of the Plan by properly completing and making an election under this Release Opt-Out Form.

IMPORTANT INFORMATION REGARDING THE RELEASE

YOU WILL BE DEEMED TO HAVE GRANTED THE RELEASES CONTAINED IN ARTICLE IX.C OF THE PLAN UNLESS YOU COMPLETE AND RETURN THIS RELEASE OPT-OUT FORM BY JANUARY 21, 2025 AT 4:00 P.M. (PREVAILING CENTRAL TIME). Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out; however, in the event you opt out of the Third-Party Release, you will not be granted a release from the Releasing Parties under the Plan.

Instructions for Making a Release Opt-Out Election

If you wish to make the election and opt out of granting the releases contained in Article IX.C of the Plan and described in Appendix A, check the box under "Your Election" below. If your election contained in this Release Opt-Out Form is not received by the Solicitation Agent by January 21, 2025 at 4:00 p.m. (prevailing Central Time), your election will not count, your Release Opt-Out Form will not be effective, and you will be deemed to have consented to the releases provided for in Article IX.C of the Plan. If your election is received and the opt-out box below is not checked, you will be deemed to have consented to the releases provided for in Article IX.C of the Plan. Any opt-out election that is illegible or does not provide sufficient information to identify the Claim Holder or Interest Holder will not be valid.

All questions as to the validity, form, eligibility (including time of receipt), and acceptance and revocation of an opt-out election will be resolved by the Debtors or Reorganized Debtors (as applicable), in their sole discretion, which resolution will be final and binding.

If you have any questions on how to properly complete this Release Opt-Out Form, you may contact the Solicitation Agent at (888) 251-3046 (U.S. / Canada, toll-free) or (310) 751-2615 (International, toll), or by emailing the Solicitation Agent at TCSInfo@veritaglobal.com.

IF YOU WISH TO MAKE THE OPT-OUT ELECTION, PLEASE COMPLETE, SIGN, AND DATE THIS RELEASE OUT-OUT FORM AND RETURN IT (WITH A SIGNATURE) PROMPTLY IN THE ENVELOPE PROVIDED (IF APPLICABLE) OR VIA FIRST-CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

TCS Ballot Processing Center
c/o Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

To arrange hand delivery of your Release Opt-Out Form, please email the Solicitation Agent at TCSInfo@veritaglobal.com (with "TCS Solicitation Opt-Out Form Delivery" in the subject line) at least 24 hours prior to your arrival at the address above and provide the anticipated date and time of delivery.

In the alternative, to properly submit the customized electronic version of your Opt-Out Form via the Solicitation Agent's online Opt-Out Portal, please visit www.veritaglobal.net/thecontainerstore click on the "Submit Opt-Out Form" section of the website, and follow the instructions to submit your electronic Opt-Out Form.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Opt-Out Form:

Unique E-Opt-Out Form ID#:_____

Unique E-Opt-Out Form PIN:_____

Each E-Opt-Out Form ID# is to be used solely in relation to those Interests in the Debtors or Claims held against one or more of the Debtors. Please complete and submit an Opt-Out Form for each Unique E-Opt-Out Form ID# you receive, as applicable.

If you choose to submit your Opt-Out Form using the Opt-Out Portal, you should NOT also submit a paper Opt-Out Form.

The Solicitation Agent's Opt-Out Portal is the only acceptable means of submission of Release Opt-Out Forms via electronic or online transmission. Release Opt-Out Forms submitted by facsimile, email, or other means of electronic transmission will not be counted.

Opt-Out Election

The undersigned, a Holder of an Other Secured Claim, ABL Claim, General Unsecured Claim, or Existing Equity Interest (other than an Existing Equity Interest held in "street name" which Interest Holder will be furnished with a different opt-out form):

☐ ELECTS TO **OPT OUT** OF THE RELEASES IN ARTICLE IX.C OF THE PLAN AND, AS A RESULT, NOT BE SUBJECT TO OR BENEFIT FROM THE RELEASES UNDER ARTICLE IX OF THE PLAN.

IF YOU HAVE MADE THE ELECTION ABOVE, YOU MUST SIGN THE ELECTION FORM CONTAINED ON THE FOLLOWING PAGE.

PLEASE GO TO THE FOLLOWING PAGE.

[*Remainder of page intentionally left blank.*]

Certification and Signature for Opt-Out Election

Certification. By signing this Release Opt-Out Form, the electing Claim Holder or Interest Holder, as applicable, certifies to the Court and the Debtors:

a. that the Holder acknowledges that the election provided for in this Release Opt-Out Form is being made pursuant to the terms and conditions set forth in the Plan;

b. that the Holder has the full power and authority to make the election provided for in this Release Opt-Out Form with respect to its Class 1, Class 2, Class 4, Class 5, or Class 8 Claim or Interest.

Name of Holder (Please Print) _____

Authorized Signature _____

Name of Signatory _____

Title, if by Authorized Agent[3] _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____

Date Completed _____

[*Remainder of page left intentionally blank*]

[3] If you are completing this Release Opt-Out Form on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing.

Appendix A

Release, Injunction, and Exculpation Provisions in the Plan[1]

[1] Capitalized terms used but not defined in this Appendix A have the meanings given to them in the Plan.

Article IX.

DISCHARGE, RELEASE, INJUNCTION, AND RELATED PROVISIONS

B. Releases by the Debtors

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Combined Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, is and is deemed to be, forever and unconditionally released, and absolved by each Debtor, Reorganized Debtor, and the Estates from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan or any other related agreement, or (10) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; provided, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed or (2) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have

constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under the Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (2) a good-faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

C. Releases by Holders of Claims and Interests

To the extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Combined Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any Security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of the Plan,

the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan or any other related agreement, or (10) any other act, or omission, transaction, agreement, event, or other occurrence relating to any of the foregoing and taking place on or before the Effective Date; provided, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under the Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any agreement, claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) given and made after due notice and opportunity for hearing; and (3) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

D. Exculpation

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of the Plan, the Transaction Support Agreement, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with the Plan, the Disclosure Statement, the Definitive

Documents, the Plan Supplement, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; provided, that the foregoing provisions of this exculpation shall not operate to waive or release: (1) any Claims or Causes of Action arising from willful misconduct, actual fraud (but not, for the avoidance of doubt, fraudulent transfers), or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (2) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

The Exculpated Parties have, and upon consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. For the avoidance of doubt and notwithstanding anything else herein, the foregoing exculpation shall be limited to Persons that served as Estate fiduciaries during the Chapter 11 Cases.

E. Permanent Injunction

Except as otherwise expressly provided in the Transaction Support Agreement, the Plan or the Combined Order, from and after the Effective Date, all Persons and Entities are, to the fullest extent provided under Section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (1) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (2) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (3) creating, perfecting, or enforcing any Lien or encumbrance; (4) asserting a right of setoff or subrogation of any kind; or (5) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to the Plan or the Combined Order against any Person or Entity so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11

Cases under Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article IX thereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

F. SEC Reservation of Rights

Notwithstanding any language to the contrary in the Disclosure Statement, Plan and/or Combined Order, no provision shall (i) preclude the SEC from enforcing its police or regulatory powers or (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, Causes of Action, proceedings or investigations against any non-Debtor Person or non-Debtor Entity in any forum.

EXHIBIT 4B

Release Opt-Out Form (Beneficial Holders of Common Stock)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	:	Chapter 11
THE CONTAINER STORE GROUP, INC., *et al.*,	:	Case No. 24-90627 (ARP)
Debtors.[1]	:	(Jointly Administered)

RELEASE OPT-OUT FORM FOR
"STREET NAME" HOLDERS OF INTERESTS IN CLASS 8

CUSIP 210751202 / ISIN US2107512020

You are receiving this Release Opt-Out Form because your rights may be affected under the Plan. Due to the nature and treatment of your Interest under the Plan, you are not entitled to vote on the Plan.

You are hereby given notice and the opportunity to opt out of granting the Third-Party Release set forth in Article IX.C of the Plan and described in Appendix A. If you do not opt out of granting the Third-Party Release by following the instructions contained in this notice, you will automatically be deemed to have consented to the Third-Party Release set forth in Article IX.C of the Plan.

Release Opt-Out Forms must be submitted no later than January 21, 2025, at 4:00 p.m. (prevailing Central Time)

You should review this notice carefully and may wish to consult legal counsel as your rights may be affected.

General Information Concerning this Release Opt-Out Form

The Container Store Group, Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the "***Debtors***"), have filed the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as it may be amended, modified, or supplemented from time to time, the "***Plan***"), which is described in the *Disclosure Statement for Prepackaged Joint Plan of*

[1] The Debtors in these cases, together with the last four digits of each Debtor's taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors' mailing address is 500 Freeport Parkway, Coppell, TX 75019.

Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code [Docket No. [●]] (as it may be amended, modified, or supplemented from time to time, the "***Disclosure Statement***"), and have filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "***Bankruptcy Code***") to implement the Plan (the "***Chapter 11 Cases***") in the United States Bankruptcy Court for the Southern District of Texas (the "***Court***").[2]

You are receiving this release opt-out form (this "***Release Opt-Out Form***") because, according to the Debtors' books and records, you may be a Holder of an Interest in Class 8 (Existing Equity Interests) of the Debtors in "street name" at a bank, broker, or other intermediary, through DTC or another similar depository (such Holders being "Beneficial Holders" of the Existing Equity Interests).[3] Interests in Class 8 are conclusively presumed to have rejected the Plan pursuant to section 1126(g). Therefore, Holders of Interests in Class 8 are not entitled to vote to accept or reject the Plan.

Article IX.C of the Plan contains certain ***third-party*** releases. This Release Opt-Out Form provides you with the opportunity to elect to opt out of the releases in Article IX.C of the Plan and set forth in Appendix A.

Making an Alternative Election Under this Release Opt-Out Form

Holders of Interests who take no action with respect to this Release Opt-Out Form will automatically be deemed to grant the releases contained in Article IX.C of the Plan.

You should review the Disclosure Statement and the Plan before you make any elections on this Release Opt-Out Form. You may wish to seek legal advice concerning the elections available under this Release Opt-Out Form. Copies of the Disclosure Statement and the Plan may be found on the Debtors' restructuring website at www.veritaglobal.net/thecontainerstore.

Questions may be directed to Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "*Solicitation Agent*" or "*Verita*") at (888) 251-3046 (U.S. / Canada, toll-free) or (310) 751-2615 (International, toll), or by emailing the Solicitation Agent at TCSInfo@veritaglobal.com.

[2] Capitalized terms used but not defined herein have the meanings given to them in the Plan.

[3] Holders of Interests in Class 8 who hold their interests directly will receive a different release opt-out form.

Release Opt-Out Election

This election allows you to:

- **OPT OUT OF THE RELEASES IN THE PLAN, WHICH WILL DISQUALIFY YOU FROM BEING SUBJECT TO AND BENEFITING FROM THE RELEASES IN ARTICLE IX OF THE PLAN. IF YOU DO NOT OPT OUT OF THE THIRD-PARTY RELEASE BY CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTORS, AND THE RELEASED PARTIES AS PROVIDED IN THE PLAN.**

Complete and return this Form if you wish to elect to opt out of granting the releases contained in Article IX.C of the Plan and described in Appendix A.

Summary of Election

Article IX.C of the Plan contains a third-party release that binds releasing parties, which is described in Appendix A. Releasing parties include Holders of Unimpaired Claims and Existing Equity Interests that do not opt out of the releases provided for in Article IX.C of the Plan by properly completing and making an election under this Release Opt-Out Form.

IMPORTANT INFORMATION REGARDING THE RELEASE

YOU WILL BE DEEMED TO HAVE GRANTED THE RELEASES CONTAINED IN ARTICLE IX.C OF THE PLAN UNLESS YOU COMPLETE AND RETURN THIS RELEASE OPT-OUT FORM BY JANUARY 21, 2025 AT 4:00 P.M. (PREVAILING CENTRAL TIME). Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out; however, in the event you opt out of the Third-Party Release, you will not be granted a release from the Releasing Parties under the Plan.

Instructions for Making a Release Opt-Out Election

If you wish to make the election and opt out of granting the releases contained in Article IX.C of the Plan and described in Appendix A, check the box under "Your Election" below. If your election contained in this Release Opt-Out Form is not received by the Solicitation Agent by January 21, 2025 at 4:00 p.m. (prevailing Central Time), your election will not count, your Release Opt-Out Form will not be effective, and you will be deemed to have consented to the releases provided for in Article IX.C of the Plan. If your election is received and the opt-out box below is not checked, you will be deemed to have consented to the releases provided for in Article IX.C of the Plan. Any opt-out election that is illegible or does not provide sufficient information to identify the Interest Holder will not be valid.

All questions as to the validity, form, eligibility (including time of receipt), and acceptance and revocation of an opt-out election will be resolved by the Debtors or Reorganized Debtors (as applicable), in their sole discretion, which resolution will be final and binding.

If you have any questions on how to properly complete this Release Opt-Out Form, you may contact the Solicitation Agent at (888) 251-3046 (U.S. / Canada, toll-free) or (310) 751-2615 (International, toll), or by emailing the Solicitation Agent at TCSInfo@veritaglobal.com.

IF YOU WISH TO MAKE THE OPT-OUT ELECTION, PLEASE COMPLETE, SIGN, AND DATE THIS RELEASE OUT-OUT FORM AND RETURN IT (WITH A SIGNATURE) PROMPTLY IN THE ENVELOPE PROVIDED (IF APPLICABLE) OR VIA FIRST-CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

TCS Ballot Processing Center
c/o Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

To arrange hand delivery of your Release Opt-Out Form, please email the Solicitation Agent at TCSInfo@veritaglobal.com (with "TCS Solicitation Opt-Out Form Delivery" in the subject line) at least 24 hours prior to your arrival at the address above and provide the anticipated date and time of delivery.

In the alternative, to properly submit the customized electronic version of your Opt-Out Form via the Solicitation Agent's online Opt-Out Portal, please visit www.veritaglobal.net/thecontainerstore click on the "Submit Class 8 Existing Equity Interest Opt-Out Form" section of the website, and follow the instructions to submit your electronic Opt-Out Form.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Opt-Out Form:

Unique E-Opt-Out Form ID#:_____

Each E-Opt-Out Form ID# is to be used solely in relation to those Interests in the Debtors.

If you choose to submit your Opt-Out Form using the Opt-Out Portal, you should NOT also submit a paper Opt-Out Form.

The Solicitation Agent's Opt-Out Portal is the only acceptable means of submission of Release Opt-Out Forms via electronic or online transmission. Release Opt-Out Forms submitted by facsimile, email, or other means of electronic transmission will not be counted.

Opt-Out Election

The undersigned, a Holder of an Existing Equity Interest:

☐ ELECTS TO **OPT OUT** OF THE RELEASES IN ARTICLE IX.C OF THE PLAN AND, AS A RESULT, NOT BE SUBJECT TO OR BENEFIT FROM THE RELEASES UNDER ARTICLE IX OF THE PLAN.

IF YOU HAVE MADE THE ELECTION ABOVE, YOU MUST SIGN THE ELECTION FORM CONTAINED ON THE FOLLOWING PAGE.

PLEASE GO TO THE FOLLOWING PAGE.

[*Remainder of page intentionally left blank.*]

Certification and Signature for Opt-Out Election

Certification. By signing this Release Opt-Out Form, the electing Interest Holder, as applicable, certifies to the Court and the Debtors:

c. that the Holder acknowledges that the election provided for in this Release Opt-Out Form is being made pursuant to the terms and conditions set forth in the Plan;

d. that the Holder has the full power and authority to make the election provided for in this Release Opt-Out Form with respect to its Class 8 Interest.

Name of Holder (Please Print) _____

Authorized Signature _____

Name of Signatory _____

Title, if by Authorized Agent[4] _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____

Email _____

Brokerage Firm Where You Hold Your Account _____

Number of Shares You Hold In Your Account _____

Date Completed _____

[*Remainder of page left intentionally blank*]

[4] If you are completing this Release Opt-Out Form on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing.

Appendix A

Release, Injunction, and Exculpation Provisions in the Plan[1]

[1] Capitalized terms used but not defined in this Appendix A have the meanings given to them in the Plan.

Article IX.

DISCHARGE, RELEASE, INJUNCTION, AND RELATED PROVISIONS

B. Releases by the Debtors

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Combined Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, is and is deemed to be, forever and unconditionally released, and absolved by each Debtor, Reorganized Debtor, and the Estates from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan or any other related agreement, or (10) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; provided, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed or (2) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have

constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under the Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (2) a good-faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

C. Releases by Holders of Claims and Interests

To the extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Combined Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any Security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of the Plan,

the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan or any other related agreement, or (10) any other act, or omission, transaction, agreement, event, or other occurrence relating to any of the foregoing and taking place on or before the Effective Date; provided, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under the Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any agreement, claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) given and made after due notice and opportunity for hearing; and (3) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

D. Exculpation

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of the Plan, the Transaction Support Agreement, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with the Plan, the Disclosure Statement, the Definitive

Documents, the Plan Supplement, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; provided, that the foregoing provisions of this exculpation shall not operate to waive or release: (1) any Claims or Causes of Action arising from willful misconduct, actual fraud (but not, for the avoidance of doubt, fraudulent transfers), or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (2) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

The Exculpated Parties have, and upon consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. For the avoidance of doubt and notwithstanding anything else herein, the foregoing exculpation shall be limited to Persons that served as Estate fiduciaries during the Chapter 11 Cases.

E. Permanent Injunction

Except as otherwise expressly provided in the Transaction Support Agreement, the Plan or the Combined Order, from and after the Effective Date, all Persons and Entities are, to the fullest extent provided under Section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (1) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (2) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (3) creating, perfecting, or enforcing any Lien or encumbrance; (4) asserting a right of setoff or subrogation of any kind; or (5) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to the Plan or the Combined Order against any Person or Entity so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11

Cases under Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article IX thereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

F. SEC Reservation of Rights

Notwithstanding any language to the contrary in the Disclosure Statement, Plan and/or Combined Order, no provision shall (i) preclude the SEC from enforcing its police or regulatory powers or (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, Causes of Action, proceedings or investigations against any non-Debtor Person or non-Debtor Entity in any forum.