

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

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In re: : Chapter 11  
: THE CONTAINER STORE GROUP, INC., *et al.*, : Case No. 24-90627 (ARP)  
: Debtors.<sup>1</sup> : (Jointly Administered)  
: :  
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APPLICATION OF DEBTORS FOR ENTRY OF  
AN ORDER AUTHORIZING THE RETENTION AND  
EMPLOYMENT OF A&G REALTY PARTNERS, LLC AS A REAL ESTATE  
CONSULTANT AND ADVISOR TO THE DEBTORS AND DEBTORS IN POSSESSION

**If you object to the relief requested, you must respond in writing. Unless otherwise directed by the Court, you must file your response electronically at <https://ecf.txsb.uscourts.gov/> within twenty-one days from the date this application was filed. If you do not have electronic filing privileges, you must file a written objection that is actually received by the clerk within twenty-one days from the date this application was filed. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.**

The debtors in possession in the above captioned cases (collectively, the “*Debtors*”) state the following in support of this application (this “*Application*”):

**Relief Requested**

1. The Debtors seek entry of an order (the “*Order*”) authorizing the employment and retention of A&G Realty Partners, LLC (“*A&G*”), as real estate consultant and advisor to the Debtors, in accordance with the terms and conditions set forth in that certain real estate services

<sup>1</sup> 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.



agreement dated as of December 30, 2024, a copy of which is attached hereto as Exhibit A (the “*Services Agreement*”)<sup>2</sup> and incorporated by reference herein.

2. In support of the Application, the Debtors submit and incorporate by reference the *Declaration of Andrew Graiser in Support of Application of Debtors for an Order Authorizing the Retention and Employment of A&G Realty Partners, LLC as a Real Estate Consultant and Advisor to the Debtors* (the “*Graiser Declaration*”), which is attached hereto as Exhibit 1.

### **Jurisdiction and Venue**

3. The United States Bankruptcy Court for the Southern District of Texas (the “*Court*”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent to the entry of a final order by the Court.

4. Venue is proper pursuant to 28 U.S.C. § 1408.

5. The bases for the relief requested herein are sections 327(a), 328(a), and 330 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “*Bankruptcy Code*”), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), rules 2014-1 and 2016-1 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**

6. On December 22, 2024 (the “*Petition Date*”), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. On December 23, 2024, the Court entered an order authorizing the joint administration and procedural consolidation of these chapter 11 cases

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Services Agreement or First Day Declaration (defined below), as applicable.

pursuant to Bankruptcy Rule 1015(b) and Bankruptcy Local Rule 1015-1 [Docket No. 36]. The Debtors are operating their businesses and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no committees have been appointed or designated.

7. A detailed description of the Debtors and their businesses, including the facts and circumstances giving rise to the Debtors' chapter 11 cases, is set forth in the *Declaration of Chad E. Coben, Chief Restructuring Officer, in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 6] (the "***First Day Declaration***").

#### **Retention of A&G**

8. In consideration of the various issues that have already arisen and will continue to arise with landlords during these chapter 11 cases, the Debtors have determined that the services of an experienced real estate consultant and advisor will substantially enhance their attempts to maximize the value of their estates. The Debtors have chosen A&G because A&G is well suited to provide the real estate services that the Debtors require. The principals of A&G have over fifty (50) years combined of commercial real estate experience and have extensive knowledge and expertise in the retail industry. A&G is a well-known, reputable, and diversified real estate consulting and advisory firm with offices located in New York and Illinois. A&G's professionals have extensive experience in providing services regarding the review, analysis, restructuring, disposition, and negotiation of real property and lease agreements, inside and outside of bankruptcy.

9. A&G has significant experience in the disposition and renegotiation of leases and properties in bankruptcy. A&G's professionals have assisted, advised, or been retained as real

estate consultants in a variety of bankruptcy cases involving issues relating to the review, analysis, renegotiation, and disposition of key real property and lease agreements.

10. A&G worked with the Debtors prior to the Petition Date and, consequently, gained critical knowledge regarding the Debtors and their leases. A&G is well qualified to perform all services contemplated by the Services Agreement and to represent the Debtors' interests in these chapter 11 cases in a cost effective, efficient, and timely manner. The engagement of A&G is critical to the Debtors' efforts to navigate successfully through chapter 11 and provide a maximum recovery to their creditors.

### **Scope of Services**

11. As set forth more fully in the Services Agreement, A&G will provide the following services (collectively, the "***Services***") to the Debtors:

- a. review the Debtors' portfolio of Leases (the "***Lease Portfolio***"), consult with the Debtors regarding their goals, objectives and financial parameters in relation to the Lease Portfolio and assist the Debtors with their overall strategy with respect to the Lease Portfolio;
- b. assist the Debtors in developing store segmentation buckets in view of, and that correspond to, the Debtors' goals and objectives for the Lease Portfolio and determine Lease modification requests;
- c. negotiate with the landlords of the Leases (collectively, the "***Landlords***" and, individually, a "***Landlord***") on behalf of the Debtors to obtain Lease Modifications acceptable to the Debtors;
- d. negotiate with Landlords on behalf of the Debtors to obtain Early Termination Rights acceptable to the Debtors;
- e. if requested by the Debtors, market the Leases in a manner and form as determined by A&G and approved by the Debtors, and negotiate with the Landlords and other third parties on behalf of the Debtors to assist the Debtors in obtaining Lease Sales acceptable to the Debtors;
- f. if requested by the Debtors, negotiate with Landlords on behalf of the Debtors to assist the Debtors in obtaining Landlord Consents (defined below) acceptable to the Debtors in their sole discretion; and



g. report periodically to the Debtors.

12. The Services are necessary to enable the Debtors to maximize the value of their estates and are in the best interests of the Debtors, their estates, and their creditors. A&G has stated its desire, willingness, and ability to act as the Debtors' real estate consultant and advisor in these chapter 11 cases.

13. The Services that will be rendered by A&G in connection with this proposed engagement are not duplicative of the services to be performed by any of the Debtors' other retained professionals or advisors. A&G will coordinate with the Debtors and the Debtors' other professionals to minimize unnecessary duplication of efforts among the Debtors' professionals.

#### **Professional Compensation**

14. Subject to the Court's approval, the Debtors will compensate A&G in accordance with the terms and conditions set forth in the Services Agreement, including Schedule B thereto.

It is contemplated that A&G shall be compensated as follows:

- a. Monetary Lease Modifications. For each Monetary Lease Modification obtained by A&G on behalf of the Debtors and agreed to by the Debtors in their sole and absolute discretion, A&G shall earn and be paid a fee in the amount of three percent (3%) of the Occupancy Cost Savings, per Lease.
- b. Non-Monetary Lease Modifications. For each Non-Monetary Lease Modification obtained by A&G on behalf of the Debtors and agreed to by the Debtors in their sole and absolute discretion, A&G shall earn and be paid a fee of \$750.00.
- c. Early Termination Rights. For each Early Termination Right obtained by A&G on behalf of the Debtors and agreed to by the Debtors in their sole and absolute discretion, A&G shall earn and be paid a fee of one-half ( $\frac{1}{2}$ ) of one (1) month's base rent, per Lease; *provided* that A&G shall only be entitled to such fee in the event that the amount paid by the Debtors in connection with the Early Termination Right(s) is less than the rejection damages claim the Landlord would be entitled to under the Bankruptcy Code in the event the Debtors rejected the Lease in the Chapter 11 Cases.
- d. Lease Sales. For each Lease Sale obtained by A&G on behalf of the Debtors and agreed to by the Debtors in their sole and absolute discretion, A&G shall

earn and be paid a fee in the amount of the greater of five percent (5%) of the Gross Proceeds and \$1,500. No fee shall be payable, however, unless and until a closing of a Lease Sale is effectuated.

- e. Landlord Consents. If requested by the Debtors, for each consent obtained by A&G to extend the Debtors' time to assume or reject a Lease (the "**Landlord Consent**") as a part of any applicable Chapter 11 case and agreed to by the Debtors in their sole and absolute discretion, A&G shall earn and be paid a fee in the amount of five hundred dollars (\$500), per Lease.

15. In addition to any fees payable by the Debtors to A&G, A&G also intends to seek reimbursement for its reasonable, pre-approved out-of-pocket expenses (including, but not limited to, legal, mailing, and marketing) incurred in connection with its retention and performance of the Services. This includes, but is not limited to, responding to any litigation or other type of inquiry, deposition, or otherwise relating to the Services or the Services Agreement.

16. To the extent A&G uses the services of independent contractors (the "**Contractors**") in these chapter 11 cases pursuant to the Services Agreement, A&G shall be responsible for the performance of and payment of any fees to such Contractors independently of the fee structure between the Debtors and A&G. A&G will not pass through the cost of such Contractors to the Debtors and will not seek reimbursement from the Debtors. A&G will ensure that the Contractors are subject to conflict checks with respect to the parties related to their involvement in these chapter 11 cases.

17. The compensation structure described above and set forth in the Services Agreement is comparable to compensation generally charged by real estate consultants and advisors of similar stature to A&G for comparable engagements, both in and out of bankruptcy. The compensation structure is also consistent with A&G's normal and customary billing practices for cases of comparable size and complexity that require the level and scope of services to be provided in this case.

**No Duplication of Services**

18. The real estate consultancy and advisory services provided by A&G will complement, and not duplicate, the services to be rendered by any other professional retained in these chapter 11 cases.

**A&G's Disinterestedness**

19. Section 327(a) of the Bankruptcy Code provides that a debtor “may employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor’s] duties . . .” 11 U.S.C. § 327(a).

20. Section 101(14) of the Bankruptcy Code defines a “disinterested person” as a person that:

- a. is not a creditor, an equity security holder, or an insider;
- b. is not and was not, within 2 years before the date of the filing of the petition, a director, officer, or employee of the debtor; and
- c. does not have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the debtor, or for any other reason.

11 U.S.C. § 101(14).

21. To the best of the Debtors’ knowledge, information, and belief, and except to the extent disclosed in the Graiser Declaration, A&G: (a) is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, (b) has no connection with the Debtors, their creditors, other parties in interest, or the attorneys or accountants of any of the foregoing, or the Office of the United States Trustee (the “*U.S. Trustee*”) or any person employed by the U.S. Trustee, and (c) does not hold or represent an interest adverse to the Debtors or the Debtors’ estates.

22. A&G is not owed any amounts by the Debtors as of the Petition Date and does not hold a claim against the Debtors' estates. A&G has indicated that if it discovers any information that is contrary to or pertinent to the statements made in the Graiser Declaration, it will promptly disclose such information to the Court, the Debtors, and the U.S. Trustee.

23. The Debtors have also been advised that A&G has not shared or agreed to share any of its compensation from the Debtors with any other persons or firm in accordance with section 504 of the Bankruptcy Code.

### **Fee Applications**

24. Because A&G's compensation is results-oriented by virtue of its efforts to obtain Monetary Lease Modifications, Non-Monetary Lease Modifications, Early Termination Rights, Lease Sales, and Landlord Consents on the Debtors' behalf, requiring A&G to submit detailed time records with its monthly fee statements and fee applications is unnecessary under the circumstances. A&G intends to file interim and final fee applications pursuant to sections 330 and 331 of the Bankruptcy Code, but the Debtors request that A&G be excused from any requirement to keep detailed time records similar to those customarily kept by attorneys and other professionals who are compensated on an hourly basis.

25. A&G is being retained under sections 327(a) and 328 of the Bankruptcy Code and will be employed by the Debtors to perform a highly specialized and discrete task and, accordingly, will not be compensated based upon time and effort expended. Instead, A&G will be compensated based on (a) a percentage of Monetary Lease Modifications and Lease Sales achieved and (b) flat fees for any Non-Monetary Lease Modifications, Early Termination Rights, and Landlord Consents obtained. Requiring A&G to record and submit detailed time entries in light of the transactional nature of the services to be rendered by A&G herein and the percentage-based/flat fee structure set forth in the Services Agreement would be unduly burdensome to A&G. The

Debtors further acknowledge and agree that the ultimate benefit to the Debtors from A&G's services likely could not be measured merely by reference to the number of hours to be expended by the A&G professionals in the performance of such services. Accordingly, the Debtors request that A&G be relieved of any requirement to maintain detailed time records.

26. In the event that A&G provides any services requested by the Debtors that are not otherwise specifically provided for in the Services Agreement, the Debtors and A&G will mutually agree upon such services and fees in writing, in advance. The Debtors shall file notice of any proposed additional services and any underlying engagement agreement with the Court and serve such notice on the U.S. Trustee, counsel to any statutory committee appointed in these chapter 11 cases, and any party requesting notice under Bankruptcy Rule 2002. If no such party files an objection within 14 days of the Debtors filing such notice, such additional services and any underlying engagement agreement may be approved by the Court by further order without further notice or hearing.

27. Applying for compensation in the manner set forth herein will provide the Court and other parties in interest with sufficient information to monitor the amount and type of service rendered by A&G and is necessary and in the best interests of the Debtors, their creditors, and their estates.

28. Based on the foregoing, the Debtors request that the Court enter the Order, substantially in the form attached hereto, approving A&G's retention as real estate advisors for the Debtors pursuant to sections 327(a) and 328(a) of the Bankruptcy Code and approving the terms of the Services Agreement.

#### **Indemnification**

29. The Services Agreement contains standard indemnification language with respect to A&G's services including, without limitation, an agreement by the Debtors to indemnify A&G

and its affiliates, officers, directors, employees, agents, and independent contractors from and against all third party claims, demands, penalties, losses, liability, or damage, including, without limitation, reasonable attorneys' fees and expenses arising out of or in connection with the engagement of A&G that is the subject of the Services Agreement, except to the extent that such claims or liabilities arise as a direct result of A&G's fraud, gross negligence, or willful misconduct.

30. The Debtors and A&G believe that the indemnification provision contained in section 22 of the Services Agreement (the "***Indemnification Provision***") is customary and reasonable for A&G and comparable firms providing real estate consultancy and advisory services.

31. The terms and conditions of the Indemnification Provision were fully negotiated between the Debtors and A&G at arm's length and in good faith as part of the overall compensation payable to A&G under the Services Agreement. The Indemnification Provision, viewed in conjunction with the other terms of A&G's proposed retention, is reasonable and in the best interest of the Debtors, their estates, and creditors in light of the fact that the Debtors require A&G's services to successfully reorganize. The Debtors request that this Court approve the Indemnification Provision as set forth in the Services Agreement.

#### **Applicable Authority**

32. The Debtors seek authority to retain and employ A&G as their real estate consultant and advisor Section 327(a) of the Bankruptcy Code, which provides that a debtor, subject to court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor's] duties under this title.

11 U.S.C. § 327(a).

33. Section 1107(b) of the Bankruptcy Code elaborates upon sections 101(14) and 327(a) of the Bankruptcy Code in cases under chapter 11 of the Bankruptcy Code and provides that “a person is not disqualified for employment under section 327 of [the Bankruptcy Code] by a debtor in possession solely because of such person’s employment by or representation of the debtor before the commencement of the case.” 11 U.S.C. § 1107(b).

34. Further, the Debtors seek approval of the fee arrangement under the Services Agreement pursuant to section 328(a), which provides, in relevant part, that a debtor, “with the court’s approval, may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.” 11 U.S.C. § 328(a).

35. The fee structure set forth in the Services Agreement is reasonable under section 328(a) of the Bankruptcy Code in light of: (a) the nature and scope of services to be provided by A&G; (b) industry practice with respect to the fee structure proposed by A&G; (c) market rates charged for comparable services both in and out of chapter 11; and (d) A&G’s substantial experience with respect to real estate issues.

36. Bankruptcy Rule 2014 requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant’s knowledge, all of the [firm’s] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

37. Sections 327(a) and 328 of the Bankruptcy Code permit the Debtors to hire a professional firm like A&G to undertake an advisory role in these chapter 11 cases. Furthermore, the requirements set forth by Bankruptcy Rule 2014 are satisfied by the Application. The retention

of A&G as real estate consultant and advisor in these chapter 11 cases is in the best interests of the Debtors' estates, creditors, and the parties in interest.

38. This Application is filed within thirty (30) days of the Petition Date and, pursuant to Bankruptcy Local Rule 2014-1 and paragraph 47 of the Complex Case Procedures, the Application is deemed contemporaneous with the Petition Date and entitled to relief effective as of the Petition Date. *See* Local Bankr. R. 2014-1(b)(1) ("If an application for approval of the employment of a professional is made within 30 days of the commencement of that professional's provision of services, it is deemed contemporaneous."); *see also* Complex Case Procedures, ¶ 47.

#### **Notice**

39. Notice of this Application will be given to: (a) the U.S. Trustee for the Southern District of Texas; (b) counsel to the DIP Agent; (c) counsel to the Ad Hoc Group; (d) counsel to the Term Loan Agent; (e) counsel to the Prepetition ABL 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.

*[Remainder of page intentionally left blank]*



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

Signed: January 3, 2025

Respectfully Submitted,

/s/ Tasha Grinnell  
Tasha Grinnell  
Chief Legal Officer  
The Container Store Group, Inc.

**CERTIFICATE OF SERVICE**

I certify that on January 3, 2025, 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*  
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Timothy A. ("Tad") Davidson II

**Exhibit A**

**Services Agreement**



**REAL ESTATE SERVICES  
AGREEMENT WITH  
THE CONTAINER STORE, INC.**

This Real Estate Services Agreement including the Schedules attached hereto and incorporated herein (collectively the “Agreement”) is made as of December 30, 2024 (the “Agreement Date”), by and between **A&G REALTY PARTNERS, LLC**, a New York limited liability company, with its principal place of business at 445 Broadhollow Road, Suite 410, Melville, New York 11797 (“A&G”), and **THE CONTAINER STORE, INC.**, a Texas corporation, with its principal place of business at 500 Freeport Parkway, Coppell, Texas 75019 (including its affiliates and subsidiaries, collectively the “Company” and, together with A&G, collectively, the “Parties” and, individually, a “Party”).

WITNESSETH:

**WHEREAS**, the Company is the lessee or sublessee of non-residential real property leases as more particularly identified on Schedule A (each a “Lease” and, collectively, the “Leases”) for its retail operations (the “Stores”);

**WHEREAS**, the Company desires to (i) reduce or amend its obligations under the Leases by modifying the terms and conditions thereof or reduce risk and provide optionality under certain Leases; (ii) obtain the right to terminate certain Leases prior to their expiration date; (iii) potentially sell certain of the Leases (including, designation rights) as part of the Company’s Chapter 11 bankruptcy proceeding the “Chapter 11 Case”); (iv) potentially obtain landlord consents for extensions of time to assume or reject certain Leases (“Landlord Consents”) as part of the Chapter 11 Case; and (v) obtain certain other real estate consulting and advisory services as set forth herein; and

**WHEREAS**, under the terms and conditions contained in this Agreement, the Company desires to retain A&G and A&G is willing to provide the Services.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Services to be Provided. In accordance with the terms and conditions of this Agreement, A&G will provide the following services (the “Services”), to the extent requested by the Company:
  - a. review the Company’s portfolio of Leases (the “Lease Portfolio”), consult with the Company regarding its goals, objectives and financial parameters in relation to the Lease Portfolio and assist the Company with its overall strategy with respect to the Lease Portfolio;
  - b. assist the Company in developing store segmentation buckets in view of, and that correspond to, the Company’s goals and objectives for the Lease Portfolio and determine Lease modification requests;
  - c. negotiate with the landlords of the Leases (collectively, the “Landlords” and, individually, a “Landlord”) on behalf of the Company to obtain Lease

Modifications (as defined below) acceptable to the Company;

- d. negotiate with Landlords on behalf of the Company to obtain Early Termination Rights (as defined below) acceptable to the Company;
  - e. if requested by the Company, market the Leases in a manner and form as determined by A&G and approved by the Company, and negotiate with the Landlords and other third parties on behalf of the Company to assist the Company in obtaining Lease Sales (as defined below) acceptable to the Company;
  - f. if requested by the Company, negotiate with Landlords on behalf of the Company to assist the Company in obtaining Landlord Consents (as defined below) acceptable to the Company in its sole discretion; and
  - g. report periodically, as set forth in section 12.
2. Term of Agreement. Subject to Section 15 herein, this Agreement shall be for a term of one (1) year following the Agreement Date (the “Term”). In the event the Services are not completed at the end of the Term, the Agreement may be extended or renewed by written agreement of the Parties.
  3. Compensation. The compensation for the Services is set forth on Schedule B, which is attached hereto and incorporated herein (“Compensation”). The Company acknowledges that the calculations necessary to determine Compensation are predicated on Company Information (as that term is defined below) provided by the Company to A&G.
  4. Additional Services. A&G may provide additional services requested by the Company that are not otherwise specifically provided for in this Agreement. Any additional services will be mutually agreed upon in writing by the Parties and documented in an amendment to the agreement.
  5. Recordkeeping. The Services to be provided by A&G pursuant to this Agreement are, in general, transactional in nature. Accordingly, A&G will not bill the Company by the hour or maintain time records.
  6. Expenses and Disbursements. The Company shall reimburse A&G for A&G’s reasonable and documented out-of-pocket expenses (including, but not limited to, mailing, marketing, and travel) incurred by A&G in providing the Services, subject to the incurrence of expenses being pre-approved by the Company. The Company shall reimburse A&G for A&G’s reasonable and documented out-of-pocket, legal expenses incurred in connection with responding to a subpoena or legal process in connection with its retention and provision of Services, except to the extent that such legal expenses are found by a court of competent jurisdiction to have resulted from A&G’s gross negligence or willful misconduct. Any reimbursable expenses

shall be paid to A&G within thirty (30) business days upon receipt of an invoice, except as may be approved or directed otherwise in the Chapter 11 Case.

7. Exclusive. During the Term of this Agreement, A&G shall have the sole and exclusive authority to perform the Services for the Leases set forth on Schedule A. The Company agrees to forward to A&G all relevant inquiries regarding the Leases made to the Company, its representatives or related parties. Schedule A may be amended from time to time during the term of this Agreement to delete or add additional Leases, as applicable, upon mutual written consent by the Parties. The Company acknowledges that A&G may be engaged to provide the same or similar services as those referenced herein to other persons or entities and that any such engagement shall not constitute or be deemed to be a violation of this Agreement, provided that such other engagement is not a conflict of interest or otherwise does not materially interfere with A&G's ability to provide the Services. A&G will promptly notify the Company in writing of any potential conflicts.
8. Company Representative. Robert Higgins will be the Company's representative (the "Company Representative") in dealing with A&G. The Company reserves the right, at any time and from time-to-time, upon written notice to A&G, to designate a successor representative or additional representatives and to limit the authority of the Company Representative in any respect. A&G will report regularly to the Company Representative in order to keep him fully apprised of A&G's performance. The designated principal representatives for A&G will be Andy Graiser and Doug Bennett. If A&G seeks to change its principal representatives, it shall do so upon written notice to the Company, and the Company agrees to reasonably consent to any proposed replacement.
9. Company Cooperation. The Company shall: (a) provide A&G with all reasonable applicable information concerning the Leases necessary for the performance of A&G's obligations hereunder, including, but not limited to (i) copies of the Leases and any Lease abstracts, and (ii) populating an Excel spreadsheet provided by A&G with, among other things, current rents, taxes and other charges relating to the Leases, rent bumps, percentage rent and breakpoints, premises size, the commencement and expiration dates of the Leases, any Lease options, up to date Landlord contact information (including name, email and phone number information for each Landlord), any outstanding or deferred rent, and any default letters sent by Landlords; (b) provide access to A&G to any internal lease administration reporting and tracking systems; and (c) provide such other information as A&G reasonably requests for the performance of its Services which is not otherwise available to A&G (collectively, the "Lease Information").

All information provided by the Company to A&G, including, but not limited to, the Company's goals and objectives, financial information and the Lease Information referenced above, shall collectively be referred to as "Company Information." It is understood and agreed by the Parties that A&G shall have no obligation to verify the accuracy of such information and that A&G shall have no liability whatsoever resulting from, whether directly or indirectly, the inaccuracy



or incompleteness of the Company Information. Both Parties understand and agree that A&G shall base its Services on the Company Information and any material inaccuracies, discrepancies or omissions in the information may delay or impede A&G's ability to render the Services. If any of the Company Information turns out to be inaccurate, the Company shall provide such internal personnel and administrative support as necessary to correct the information. Furthermore, both Parties understand and agree that the commencement of this Agreement and the continuation of its Services are contingent upon A&G's receipt of the Company Information.

Additionally, the Company agrees to assist A&G in the performance of its Services, including but not limited to, by: (i) providing a response, within three (3) business days of A&G's transmittal to the Company of a deal sheet for each Lease (and failure to do so within 3 days is not a default), which states whether a proposed Service is approved or not; (ii) providing all necessary legal support to review Documents (as defined below) submitted by A&G in connection with a Service and getting all Documents in form and substance acceptable to the Company executed accurately and timely; and (iii) promptly reconciling "cure" disputes (formal or informal) with the respective Landlord, timely causing any proposed Lease purchasers/assignees to provide "adequate assurance of future performance" and diligently resolving any objections to "adequate assurance of future performance" by a Landlord. In addition, the Company shall track the status of all Documents through an A&G legal tracking report provided by A&G and provide such Lease Information as reasonably requested by A&G in an A&G usable format.

10. Use of Company Name. A&G may use the Company's name and logo to identify the Company as one of A&G's clients as part of the Company's Chapter 11 proceeding.
11. No Authority to Execute Agreements. A&G shall have no right or power to enter into any agreement in the name of or on behalf of the Company or to otherwise obligate or bind the Company in any manner.
12. Meetings and Written Reports. Promptly after the commencement of the Agreement, A&G shall meet with, in a manner agreed to by the Parties, the Company's Representative(s) to review the Company's goals, objectives and financial parameters. Thereafter, A&G shall meet with or participate in telephone conferences, at least once a week or more if designated by the Company, with the Company's Representative(s) regarding the status of the Services as reasonably designated by the Company. Furthermore, A&G shall furnish the Company with a status report on the first Monday after the beginning of the Term and thereafter no less than bi-weekly (i.e., every fourteen (14) days). Such status report shall detail A&G's marketing activities for the previous two-week period and shall include, but not be limited to, each prospective purchaser's name, address, phone number and the current status of negotiations. A&G shall promptly advise the Company of all inquiries and offers which it receives and shall keep the Company informed of the status of negotiations with respect thereto. Likewise, the Company shall advise



A&G of all inquiries and offers which it receives and shall keep A&G informed of the status of negotiations with respect thereto. Additionally, the Company may request updates and meetings with A&G's counsel to discuss items, upon reasonable advance notice. The Company shall also have the right to participate in and control all negotiations with all potential purchasers.

13. Disclosures/Reports. All information, advice, recommendations (whether written or oral) or any reports, presentations or other communications that A&G provides under the terms of this Agreement are solely for the benefit of the Company and no such opinion, advice, recommendations or reports shall be used for any other purpose, or reproduced, disseminated, quoted or referred to at any time, in any manner, other than as provided herein, without the prior written consent of A&G. Notwithstanding the foregoing, the Company may provide such information, advice and recommendations to its representatives, consultants, Board of Directors and attorneys as required to effectuate the Services, provided however that both Parties understand and agree that A&G shall have no liability to such Parties and such Parties are not intended to be third-party beneficiaries to this Agreement.

The Parties agree that the Confidentiality and Mutual Nondisclosure Agreement by and between them dated February 2024 applies to this Agreement and the provision of Services hereunder.

14. Independent Contractor; No Fiduciary Duty. Each Party acknowledges and agrees that the arrangements contemplated herein are and will be for the provision of the Services and that nothing contained herein shall create or be construed as creating a contract or other arrangement of employment between the Company and A&G. A&G shall provide the Services as an independent contractor and not as an employee, agent, partner or joint venture of the Company. Each Party disclaims any intention to impose any fiduciary duty on the Other Party.

15. Early Termination.

- a. Either Party may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other Party in accordance with the notice provision below.
- b. Additionally, if either Party fails to perform its obligations in accordance with the terms herein and does not cure such failure within ten (10) days after written notice of default, the other Party will have the right to terminate this Agreement by notice of termination to the non-performing Party, effective ten (10) days after the date of such notice.
- c. Additionally, if for any reason either Party becomes unable to perform its duties as a result of a legal, contractual or regulatory restriction, such Party shall have the right to terminate this Agreement.
- d. Immediately upon receipt of notice of termination from the Company, A&G immediately shall cease all Services and reasonably cooperate with the

Company in the transition to a new consultant. This subsection shall not impair A&G's rights under Section 20 hereof.

- e. Any rights or obligations incurred or accrued by either Party prior to termination shall survive termination of this Agreement.
  - f. This Agreement shall terminate immediately upon the entry of an order by the Bankruptcy Court terminating the Agreement or the engagement. This subsection shall not impair A&G's rights under Section 20 hereof unless such termination under this subsection is for cause due to fraud, gross negligence, or willful misconduct on the part of A&G.
16. Assignment. Neither Party may delegate or assign its rights and obligations under this Agreement in whole or in part to an unaffiliated third party without the prior written consent of the other Party, which consent may be withheld in such Party's sole and absolute discretion.
17. Bankruptcy.
- a. The Company agrees to promptly apply to the bankruptcy court presiding over the Company's Chapter 11 Case (the "Bankruptcy Court") for an order, in a form acceptable to A&G, authorizing the Company to retain A&G effective as of the filing date and to compensate A&G in accordance with the terms of this Agreement (the "Approval Order") and to use its best efforts to obtain such Approval Order. The Company agrees to (a) seek the hiring and retention of A&G under sections 327 and 328 of title 11 of the United States Code (the "Bankruptcy Code") and (b) file any applications necessary and otherwise assist A&G in obtaining Bankruptcy Court approval of the payment of its fees and costs hereunder (it being understood and agreed that any fee applications to be filed by A&G shall be prepared by A&G). The Company agrees to provide A&G with a copy of the pleadings requesting retention of A&G prior to submission to the Bankruptcy Court for A&G's review and comments and advise A&G of any objection or hearings pertaining to A&G's retention. The Approval Order must be acceptable to A&G and A&G's obligations hereunder are conditioned upon the grant of such order. Furthermore, if such Approval Order is not obtained within sixty (60) days from the date that it is filed, A&G shall have the right to terminate this Agreement at any time thereafter. If an acceptable Approval Order is not obtained authorizing A&G's services and fees as set forth herein, the Company agrees to amend the application in conjunction with, and the approval of, A&G and request a hearing to review the application. In the event the Company is unable to obtain an acceptable Approval Order authorizing the hiring and retention of A&G under the terms of this Agreement and the Agreement is terminated, A&G reserves the right to seek a substantial contribution claim for any rights or obligations incurred or accrued prior to such termination.





the Services, which is the proximate cause of the transaction being entered into with such Landlord or other third party and the result of which would have entitled A&G to a fee pursuant to this Agreement, then in that event, A&G shall be entitled to and paid its fee pursuant to the terms of this Agreement notwithstanding the fact that the Agreement has terminated or expired (the “Survival of Compensation”). Such Survival of Compensation will terminate 90 days after the termination or earlier expiration of this Agreement.

21. Intellectual Property. A&G may use data, software, designs, utilities, tools, models, systems and other methodologies that it owns or licenses in performing the Services hereunder. The written reports delivered by A&G to the Company shall be in a manner that the Company can utilize following termination or expiration of this Agreement, subject to the subsequent sentence and Section 13 hereof. Notwithstanding the delivery of any reports by A&G to the Company, A&G shall retain all intellectual property rights in such materials (including any improvements or knowledge developed while performing the Services) and in any working papers compiled in connection with the Services. Notwithstanding the foregoing, A&G shall have no right to own or use proprietary information of the Company for any purpose other than for providing the Services.

22. Indemnification.

- a. Subject to the terms of the Approval Order, the Company agrees to indemnify A&G and its affiliates, officers, directors, employees, agents and independent contractors (collectively, “A&G Indemnified Parties”), and hold each of them harmless from and against all third party claims, demands, penalties, losses, liability or damage, including, without limitation, reasonable attorneys’ fees and expenses (collectively “Losses”), asserted against any of the A&G Indemnified Parties, resulting from (directly or indirectly) or related to the Services or this Agreement that have resulted primarily from the Company’s actions or omissions under this Agreement, gross negligence or willful misconduct. Such indemnification shall survive the completion of the engagement and/or the expiration of this engagement or this Agreement.
- b. A&G hereby agrees to indemnify the Company its affiliates, officers, directors, members, managers, employees, agents and independent contractors (collectively, the “Company Indemnified Parties” and together with the A&G Indemnified Parties, the “Indemnified Parties”) and hold each of them harmless from and against all Losses asserted against any of the Company Indemnified Parties, resulting from (directly or indirectly) or related to the Services or this Agreement (including, but not limited to, any covenants, representations or warranties contained herein) or in any written agreement entered into in connection herewith solely to the extent that such Loss is found by a court of competent jurisdiction to have resulted primarily from A&G’s gross negligence or willful misconduct. Such indemnification

shall survive the completion of the engagement and/or the expiration or termination of this engagement or this Agreement.

23. Limitation on Liability. Neither Party shall be responsible for any indirect, incidental, consequential, exemplary, punitive or other special damages (including, but not limited to, loss of profits and damage to reputation or business) arising under or by reason of this Agreement, the Services or any act or omission hereunder. Neither Party shall be liable if it is unable to perform its responsibilities hereunder as a result of events beyond its control. Furthermore, in no event shall A&G's liability for a default or breach of this Agreement exceed the amount of fees paid to A&G hereunder.
24. Binding Effect. No Third-Party Beneficiaries. This Agreement binds and inures to the exclusive benefit of the Parties hereto and their respective successors, permitted assigns, and representatives, and except as expressly provided herein, is not intended to confer any rights or remedies upon any person not a party to this Agreement. The obligations and liabilities under this Agreement shall be binding upon A&G and the Company.
25. Waivers and Amendments. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. This Agreement (including the Schedule (s) attached hereto) may not be waived, amended, or modified by either Party unless in a writing signed by each of the Parties hereto.
26. Severability. If any portion of this Agreement shall be held or made unenforceable or invalid by a statute, rule, regulation, decision of a tribunal or otherwise, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect, and, to the fullest extent, the provisions of this Agreement shall be severable.
27. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes and cancels any and all prior or contemporaneous arrangements, understandings and agreements, written or oral, between them relating to the subject matter hereof.
28. Counterpart Execution/Facsimile and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but which together shall be considered a single instrument. Facsimile and electronic signatures on this Agreement and any document contemplated hereby shall be deemed acceptable and binding.
29. Informal Dispute Resolution. Upon the written notice by a Party to the other Party of a dispute arising out of or relating to this Agreement, each Party will appoint one or more designated representatives (at least at the level of Vice President) to discuss and attempt to resolve the dispute for a period of up to thirty (30) days. No formal proceedings for the judicial resolution of such dispute, except for the seeking of injunctive or equitable relief, may be commenced by either Party unless either

designated representative concludes in good faith that prompt and amicable resolution through continued discussion is unlikely. The Parties shall refrain from exercising any termination right and shall continue to perform their respective obligations under this Agreement while the Parties endeavor to resolve any dispute under this Section 29; provided, that any Party alleged to be in breach promptly makes good faith efforts to cure such breach and pursue such cure in good faith.

30. Governing Law; Waiver of Trial by Jury. This Agreement and all aspects of the relationship created hereby and any other agreements relating hereto shall be exclusively governed by the laws of the State of New York without reference to its conflict of laws rules. Any dispute arising out of or relating to this Agreement that is not timely resolved through the informal dispute resolution process set forth in Section 29 shall be resolved by binding arbitration with the proceedings to be conducted in New York City, New York, before three neutral arbitrators admitted to practice law 15 years or more and former judges. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgement on the Award may be entered in the federal or state courts of the State of New York. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. A&G AND THE COMPANY EACH HEREBY AGREE TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT. Notwithstanding the foregoing, solely for purposes of enforcing the Parties' obligations under Section 22, A&G and the Company consents to personal jurisdiction, service and venue in any court proceeding in which any claim for a Loss is brought by or against any Indemnified Party. During the pendency of the Chapter 11 Case, the Bankruptcy Court shall have exclusive jurisdiction over any matters arising out of or relating to this Agreement.
31. Headings/Tenses. The section headings and use of defined terms in the singular or plural or past or present tenses in this Agreement are solely for the convenience of the Parties do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretations of this Agreement. To the extent that there may be any inconsistency between the headings and/or the tenses and the intended meaning, the intent of the Parties or the provision, the terms of such provision shall govern.
32. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the Parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives effective as of the Agreement Date.

THE CONTAINER STORE, INC.

Signed by:

*Robert Higgins*

2885A1AF9C35469...

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

Name: Robert Higgins

Title: Vice President Real Estate

A&G REALTY PARTNERS, LLC

DocuSigned by:

*Andrew Graiser*

1EA4BAE90E624EE

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

Name: Andy Graiser

Title: Co-President

**Schedules**

- Schedule A List of Leased Locations
- Schedule B Compensation

**SCHEDULE A**  
**List of Leased Locations**



Store #	Store Name	Address	City
CSM	C Studio MFR	949 Larch Ave	Elmhurst
19115	San Francisco	555 Ninth Street	San Francisco
19116	Miami	850 NE 2nd Avenue, Suite 129	Miami
19121	Springfield	6412 Springfiled Plaza	Springfield
19123	Ashburn	20420 Exchange St.	Ashburn
19118	Woodland Hills	21949 Ventura Blvd	Los Angeles
19119	San Mateo	3020 Bridgepointe Parkway	San Mateo
19111	Colorado Springs	1925 Briargate Parkway, Suite 611	Colorado Springs
19110	Richmond	11732 W Broad St	Richmond
19109	Annapolis	2280 Annapolis Mall	Annapolis
19113	Thousand Oaks	33 N. Moorpark Rd, Ste K	Thousand Oaks
19117	Huntington	350 Walt Whitman Rd	Huntington
19120	Gaithersburg	201 Ellington Blvd	Gaithersburg
19114	Princeton	3506 Brunswick Pike	Princeton
19112	Salem	10 S Village Dr, Suite 300-320	Salem
19108	Dallas Galleria	13710 Dallas Parkway, Suite B	Dallas
19107	Germantown	2130 Exeter Rd, Suite 103	Germantown
19106	Denver (CCR Relo)	3110 E 1st Ave, Suite 2010	Denver
19104	Albuquerque	6600 Menaul Blvd NE, Suite T007	Albuquerque
19103	Cleveland	2101 Richmond Rd, Ste B1	Beachwood
19102	Bridgewater	335 Chimney Rock Rd	Bound Brook
19101	Des Moines	5901 Mills Civic Pkwy, Ste 4500	West Des Moines
19099	Troy	805 E Big Beaver Rd	Troy
19097	Palm Beach Gardens	11201 Legacy Ave	Palm Beach
12600	Aberdeen DC	1000 Woodley Rd, Bldg C	Aberdeen
10600	Dallas DC	500 Freeport Pkwy	Coppell
19105	Oklahoma City	5644 N Pennsylvania Ave	Oklahoma City
19092	Livingston	372 W Mount Pleasant Ave	Livingston
19090	Sacramento	2030 Arden Way	Sacramento
19089	Avalon/Alpharetta	2740 Old Milton Pkwy	Alpharetta
19088	Oxnard	450 Town Center Dr	Oxnard
19077	Milwaukee	10400 W North Ave	Wauwatosa
19067	Tampa	4720 W Spruce St	Tampa
19064	North Shore Mall	210 Andover St., #LL01	Peabody
19059	Woodlands	1455 Lake Woodlands Dr	The Woodlands
19050	Fairview	151 E. Stacy Road	Fairview
19049	Stonebriar	8460 Parkwood Blvd	Plano
19046	Cherry Hill	2000 Route 38, Ste #OP2	Cherry Hill
19026	White Plains	145 Westchester Ave	White Plains
19021	San Diego	7097 Friars Rd	San Diego
19018	Park Meadows	8687 Park Meadows Center Dr	Denver
19005	Austin	9629 Research Blvd	Austin
19096	Pittsburgh	8033 McKnight Rd	Pittsburgh
19095	Chestnut Hill (Relo)	55 Boylston St, Ste 5580	Chestnut Hill
19094	Novi	43525 West Oaks Dr	Novi
19093	Tysons West	8459 Leesburg Pike	Vienna

<b>19091</b>	Baybrook	18760 Gulf Frwy	Friendswood
<b>19086</b>	Ridge Hill / Yonkers	48 Market St	Yonkers
<b>19085</b>	Tucson	4500 N Oracle Rd, Ste 370	Tucson
<b>19084</b>	Christiana (DEL)	2200 Fashion Center Blvd, Space 101	Newark
<b>19083</b>	Columbus	4184 Easton Gateway Dr	Columbus
<b>19082</b>	Phoenix	4949 N 20th St	Phoenix
<b>19081</b>	Glendale	7580 West Bell Road	Glendale
<b>19079</b>	Overland Park	4701 W 119th St	Overland Park
<b>19078</b>	Salt Lake City	6191 S State St, Suite 400	Murray
<b>19075</b>	Providence	150 Hillside Rd	Cranston
<b>19074</b>	Seattle	2437 Southcenter Mall	Tukwila
<b>19072</b>	King of Prussia	650 W. Dekalb Pike	King of Prussia
<b>19071</b>	Palo Alto	500 Stanford Shopping Center	Palo Alto
<b>19070</b>	Boca Raton	6000 Glades Rd, Ste 1002	Boca Raton
<b>19069</b>	Fort Worth, TX	4601 West Freeway, Suite 500	Ft. Worth
<b>19068</b>	Orlando	4088 Millenia Blvd	Orlando
<b>19066</b>	Westbury	902 Old Country Rd	Garden City
<b>19065</b>	Buckhead (Relo)	3637 Peachtree Rd NE, Suite C	Atlanta
<b>19063</b>	Reston	1851 Fountain Dr	Reston
<b>19062</b>	Las Vegas	6521 Las Vegas Blvd South, Space C-103	Las Vegas
<b>19061</b>	El Segundo	710 S. Pacific Coast Highway	El Segundo
<b>19060</b>	Arlington TX	4000 Arlington Highlands Blvd, Ste 101	Arlington
<b>19058</b>	Nashville	2121 Green Hills Village Dr	Nashville
<b>19055</b>	Raleigh	4601 Creedmoor Rd, Suite 100	Raleigh
<b>19054</b>	Hallendale Beach	500 Seabiscuit Trail, Suite 1000	Hallandale Beach
<b>19053</b>	Flatiron	51 W. Flatiron Crossing Dr, ANC02	Broomfield
<b>19052</b>	Cincinnati	5901 E. Galbraith Rd, Suite 130	Cincinnati
<b>19051</b>	Minneapolis	3825 Gallagher Dr	Edina
<b>19048</b>	Scottsdale	18550 N Scottsdale Rd	Phoenix
<b>19044</b>	St. Louis	1769 S Brentwood Blvd	St. Louis
<b>19043</b>	Century City	10250 Santa Monica Blvd, #218	Los Angeles
<b>19041</b>	Bellevue	700 Bellevue Way NE, Ste 120	Bellevue
<b>19040</b>	Portland	7417 SW Bridgeport Rd	Tigard
<b>19039</b>	Natick	1265 Worcester St, Suite 3	Natick
<b>19037</b>	Pasadena	One East Union St	Pasadena
<b>19036</b>	Washington DC	4500 Wisconsin Ave	Washington
<b>19035</b>	Sixth Avenue	629 Sixth Ave	New York
<b>19034</b>	San Jose	3080 Stevens Creek Blvd, Suite A	San Jose
<b>19032</b>	Paramus	370 Route 17 North, Suite 1	Paramus
<b>19031</b>	Corte Madera	219 Corte Madera Town Center	Corte Madera
<b>19030</b>	Arlington VA	2800 Clarendon Blvd, Suite R-750	Arlington
<b>19029</b>	Walnut Creek	1100 Locust St	Walnut Creek
<b>19025</b>	Champions	5466 FM 1960 West	Houston
<b>19024</b>	Miami	7200 N Kendall Dr	Miami
<b>19020</b>	Chicago	908 W North Ave	Chicago
<b>19019</b>	Perimeter	120 Perimeter Ctr West, Suite 100	Atlanta
<b>19015</b>	Northbrook	101 Skokie Blvd	Northbrook

<b>19014</b>	Schaumburg	1460 E Golf Rd	Schaumburg
<b>19013</b>	Rockville	1601 Rockville Pike	Rockville
<b>19007</b>	Houston	2511 Post Oak Blvd	Houston
<b>19006</b>	San Antonio	333 Northwest Loop 410	San Antonio
<b>19100</b>	Staten Island	283 Platinum Ave, Ste 1365	Staten Island

State	Zip
Illinois	60126
California	94103
Florida	33132
Virginia	22150
Virginia	20147
California	91364
California	94404
Colorado	80920
Virginia	23233-1005
Maryland	21401
California	91360
New York	11746
Maryland	20878
New Jersey	8540
New Hampshire	3079
Texas	75240-1318
Tennessee	38138
Colorado	80206-5614
New Mexico	87110-3451
Ohio	44122-1391
New Jersey	08805-1171
Iowa	50266-8406
Michigan	48083-1409
Florida	33410-3642
Maryland	21001-4043
Texas	75019-3863
Oklahoma	73112
New Jersey	07039-2748
California	95825-2202
Georgia	30009-2218
California	93036-1145
Wisconsin	53226-2425
Florida	33607-1414
Massachusetts	01960-1647
Texas	77380-3234
Texas	75069-1519
Texas	75024-5883
New Jersey	08002-2100
New York	10601-4511
California	92108-1129
Colorado	80124-5130
Texas	78759-6508
Pennsylvania	15237-3009
Massachusetts	02467-1719
Michigan	48377-3303
Virginia	22182-2404

Texas	77546-2716
New York	10710
Arizona	85705-8019
Delaware	19702-3239
Ohio	43219-1542
Arizona	85016-4790
Arizona	85308-8620
Kansas	66209-1558
Utah	84107-7267
Rhode Island	02920-5663
Washington	98188-2842
Pennsylvania	19406-2974
California	94304-1421
Florida	33431-7208
Texas	76107-5492
Florida	32839-2426
New York	11530-2128
Georgia	30319-1253
Virginia	20190-3326
Nevada	89119-3219
California	90245-4717
Texas	76018-1153
Tennessee	37215-2601
North Carolina	27612-5801
Florida	33009-2573
Colorado	80021-8870
Ohio	45236-2251
Minnesota	55435-5251
Arizona	85054-6144
Missouri	63144-1311
California	90067-6500
Washington	98004-5046
Oregon	97224-7711
Massachusetts	01760-1513
California	91103-3923
District of Columbia	20016-4618
New York	10011-2002
California	95128-2072
New Jersey	07652-2937
California	94925-1208
Virginia	22201-5082
California	94596-4548
Texas	77069-4302
Florida	33156-7822
Illinois	60642-2506
Georgia	30346-2201
Illinois	60062-1609

Illinois	60173-4902
Maryland	20852-1619
Texas	77056-5203
Texas	78216-5346
New York	10314-5805

## **SCHEDULE B** **Compensation**

### **A. Definitions**

“Document” - shall be defined as any amendment or agreement that modifies a Lease in any manner, including, but not limited to, the granting of a Lease Modification, Early Termination Right or Landlord Consent. It also includes any amendment or agreement which effectuates a Lease Sale, or any part thereof. A Document also shall include any letter agreement relating to a Lease or any other written communication (including, but not limited to, an email communication) from a Landlord or third party consenting to the applicable Service. For the avoidance of doubt, a Document can be generated by the Landlord, a third party or the Company.

“Early Termination Right” - shall be defined as the tenant’s exclusive right to terminate a Lease prior to the expiration date thereof; provided that a rejection of a Lease as part of the Company’s Chapter 11 Case shall not constitute an Early Termination Right.

“Gross Occupancy Cost” - shall be defined as the sum of the remaining base rent, any annual increases, percentage rent, CAM, taxes payable directly to the Landlord, insurance, rental tax, marketing and merchants’ association charges, utility charges, HVAC usage charges, trash removal charges, sprinkler usage charges, unpaid rents, or any other sums due to the Landlord under a particular Lease as of the Agreement Date. For clarification purposes, Gross Occupancy Cost is calculated using the first date that the Service commences (i.e., the date that the rent reduction commences) through the earlier of the end of the Lease term in effect as of the Agreement Date (or longer if a Lease extension is also requested and negotiated by A&G on behalf of the Company) or when the Service is no longer in effect. CAM, taxes, insurance, marketing and merchants’ association charges and all other applicable charges will be calculated using the last available full year charge for each item (which may be a calendar year or a lease year, depending upon which is the most recent full year charge available). In the event that rent increases periodically based upon the change in the Consumer Price Index (CPI), the assumed annual CPI increase shall be four percent (4%).

“Gross Proceeds” - shall be defined as the total consideration paid or payable to the Company by a landlord, investor, purchaser, or any other party to either waive, terminate, sublease, or purchase a Lease or any right related thereto. It includes, but is not limited to, cash and any other form of currency paid or waived by the Landlord, sub-tenant or other third party to the Company in relation to a Lease Sale. This list is not meant to be exhaustive and Gross Proceeds shall include any consideration or other quantifiable economic benefit paid or payable to the Company in conjunction with a Lease Sale, including all (i) Company debt assumed, satisfied or paid by a purchaser or which remains outstanding at closing (including, without limitation, the amount of any indebtedness “credit bid” at any sale), and (ii) amounts placed in escrow and deferred, contingent payments and installment payments.

“Lease Modification” - shall be defined as any alteration, amendment or modification to



the terms and conditions of a Lease agreement as in effect as of the Agreement Date.

“Lease Sale” - shall be defined as the sale or assignment, whether all or part, of a Lease and includes the sale of designation rights.

“Monetary Lease Modification” - shall be defined as any modification to or inclusion of additional provisions relating to the monetary terms of a Lease agreement, including, but not limited to, reduction in rent/other Lease charges, reduction in Lease Term, reduction in Lease space, deferral of/termination of/reduction of/waiver of/or free rent or other Lease charges (including any previously deferred rent payment due or other Lease charges), reduction or elimination of any outstanding amounts due under a Lease, reduction in square footage of premises covered by a Lease, the granting of tenant allowance or capital improvement dollars from the Landlord, the waiver of Company’s capital expenditure obligations, extensions of existing rent reductions past their original end date, reduction in CAM charges, taxes, elimination of percentage rent, conversion to percentage rent, reductions in or returns of security deposits and FF&E if otherwise non-refundable (either pursuant to the terms of the Lease or as determined by the Landlord), or any other amendment to a Lease that results in Occupancy Cost Savings to the Company.

“New Gross Occupancy Cost” - shall be defined as the reduced Gross Occupancy Cost which results from a Lease Modification or any other amendment to the Lease.

“Non-Monetary Lease Modification” - shall be defined as any modification to the non-monetary terms of a Lease agreement, including, but not limited to, change of use, co-tenancy clause, sublease rights, the negotiation of a lease extension, the granting of an additional option term or terms, an amendment to the current option term or terms (Early Termination Right fees are set forth separately for fee purposes), relocation of Lease spaces that do not result in a reduction in Gross Occupancy Cost and any other amendments to the Lease that is or would be beneficial to the Company that do not fall within the above definition of Monetary Lease Modifications.

“Occupancy Cost Savings” - shall be defined as the difference between the original Gross Occupancy Cost and the New Gross Occupancy Cost for the period the date in which the Lease Modification or other Service becomes effective or the date in which A&G becomes entitled to its Fees under the terms herein, through the end of the then-current Lease Term, the Revised Lease Term, or the date on which the Company no longer realizes the savings, pursuant to the terms of the Services, less any payment(s) or costs payable by the Company to effectuate the Lease Modification or other Service, excluding legal fees. “Lease Term” shall be defined as the commencement date and expiration date of the then-current term of the Lease as set forth in the Lease as of the Agreement Date. “Revised Lease Term” shall be defined as the new Lease expiration date pursuant to any Lease extensions obtained by A&G on behalf of the Company. For example, if a Service includes a Monetary Lease Modification and an extension of the Lease, the Occupancy Cost Savings shall be applicable through the duration of such Lease extension (i.e., the Revised Lease Term).

Occupancy Cost Savings include, but are not limited to, reduction in rent/other Lease charges, reduction in term, reduction in Lease space, deferral of/termination of/reduction



of/waiver of/or free rent or other Lease charges (including any previously deferred rent or other Lease charges), reduction or elimination of any outstanding amounts due under a Lease, reduction of unamortized tenant allowance, reduction or elimination of the obligation to repay tenant allowance to the Landlord, reduction or elimination of the requirement to improve the Lease space that have a direct monetary benefit to the Company, the granting of tenant allowance or capital improvement dollars from Landlord or Landlord improvements to the property, the waiver of Company's capital expenditure obligations, reduction in square footage of premises covered by a Lease, extensions of existing rent reductions past their original end date, any lease extensions that result in a rent decrease, reduction in CAM charges, taxes, elimination of percentage rent, conversion to percentage rent, or any or any other amendment to a Lease that results in direct monetary savings to the Company.

For Occupancy Cost Savings resulting from the extension of a rent reduction past the Lease Term in effect as of the Agreement Date, the savings shall be based upon the original rent and option rent set forth in the Lease, allocated proportionately to the time period during the Lease Term and the extended term, as the case may be. For example purposes only, if A&G obtains a 4-year rent reduction and only 2 years remain on the Lease Term, A&G's fee will be based upon the blended Occupancy Costs Savings resulting from the reduced rent as compared to the rent in effect during the Term for a period of 2 years, and the Occupancy Costs Savings resulting from the reduced rent as compared to the option rent set forth in the Lease, provided the Company exercises such option. For Occupancy Cost Savings resulting from lease extensions where there is no rent increase, the savings shall be based upon the option price for the period of the duration of the extension or if there is no option price, the rent price for the immediately preceding period increased by an assumed annual CPI increase of four percent (4%).

In the event base or gross rent (i.e., contract rent) is converted to percentage rent based on sales, Occupancy Cost Savings will be calculated based on the difference between the contract rent and the percentage rent using sales figures for the twelve (12) months ended November 30, 2024.

**B. Fees**

Subject to the provisions of Section C below, A&G shall be compensated for the Services as follows:

1. Monetary Lease Modifications. For each Monetary Lease Modification obtained by A&G on behalf of the Company and agreed to by the Company in its sole and absolute discretion, A&G shall earn and be paid a fee in the amount of three percent (3%) of the Occupancy Cost Savings, per Lease.
2. Non-Monetary Lease Modifications. For each Non-Monetary Lease Modification obtained by A&G on behalf of the Company and agreed to by the Company in its sole and absolute discretion, A&G shall earn and be paid a fee of \$750.00.

3. Early Termination Rights. For each Early Termination Right obtained by A&G on behalf of the Company and agreed to by the Company in its sole and absolute discretion, A&G shall earn and be paid a fee of one-half (½) of one (1) month's base rent, per Lease; *provided* that A&G shall only be entitled to such fee in the event that the amount paid by the Company in connection with the Early Termination Right(s) is less than the rejection damages claim the Landlord would be entitled to under the Bankruptcy Code in the event the Company rejected the Lease in the Chapter 11 Case.
4. Lease Sales. For each Lease Sale obtained by A&G on behalf of the Company and agreed to by the Company in its sole and absolute discretion, A&G shall earn and be paid a fee in the amount of the greater of five percent (5%) of the Gross Proceeds and \$1,500. No fee shall be payable, however, unless and until a closing of a Lease Sale is effectuated.
5. Landlord Consents. If requested by the Company, for each consent obtained by A&G to extend the Company's time to assume or reject a Lease (the "Landlord Consent") as a part of any applicable Chapter 11 case and agreed to by the Company in its sole and absolute discretion, A&G shall earn and be paid a fee in the amount of five hundred dollars (\$500), per Lease.

C. **Payment of Fees.**

A&G shall provide the Company with a deal sheet with the terms of the proposed Lease Modification, Early Termination Right or Landlord Consent (the "Deal Sheet"). For clarification purposes, a Deal Sheet can include, but not be limited to, an email or other written communication from A&G setting forth the terms of the proposed Service.

If: (i) the Company approves the terms of the Deal Sheet and the Landlord or other third party (if applicable) submits, approves or executes a Document that reflects the Company accepted Deal Sheet; or (ii) the Company approves a Document that embodies a Lease Modification, Early Termination Right or Landlord Consent to be transmitted to a Landlord and that Landlord agrees to the terms of such Document with no contingencies pursuant to Landlord's signature to the Document or confirming email, A&G shall be entitled to, and be paid, its fees in accordance with the above fee structure. For the avoidance of doubt, A&G shall be entitled to its fees only upon the Company executing an agreement reflecting a Deal Sheet or other Document that embodies a Lease Modification, Early Termination Right or Landlord Consent. A Service may incur more than one fee.

The Company shall pay all fees to A&G within thirty (30) business days of the receipt of an invoice therefor, except that for Lease Sales, A&G shall be paid its fee upon the closing of the applicable Lease Sale, except, in each case, as may be approved or directed otherwise in the Company's Chapter 11 Case.

For avoidance of doubt, A&G shall not be entitled to any fee in connection with (a) the termination and/or rejection of the Company's Lease for the premises numbered 1365 in

the Staten Island Mall with Staten Island FS Anchor Parcel LLC or (b) any Lease that is rejected as part of the Company's Chapter 11 Case, except to the extent A&G otherwise has earned a fee prior to such rejection on account of an executed agreement regarding a Lease Modification, Landlord Consent, and/or Early Termination Right for such Lease pursuant to Schedule B (Compensation), Section B (Fees) and this Section C.

**Exhibit 1**

**Declaration of Andrew Graiser**

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

	x	
	:	
In re:	:	Chapter 11
	:	
THE CONTAINER STORE GROUP, INC., <i>et al.</i> ,	:	Case No. 24-90627 (ARP)
	:	
Debtors. <sup>1</sup>	:	(Jointly Administered)
	:	
	x	

**DECLARATION OF ANDREW GRAISER  
IN SUPPORT OF APPLICATION OF DEBTORS FOR  
ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND  
EMPLOYMENT OF A&G REALTY PARTNERS, LLC AS A REAL ESTATE  
CONSULTANT AND ADVISOR TO THE DEBTORS AND DEBTORS IN POSSESSION**

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I, Andrew Graiser, make this declaration (this “***Declaration***”) pursuant to 28 U.S.C. §1746, and state:

1. I am a Co-President of A&G Realty Partners, LLC (“***A&G***”), a real estate consulting and advisory firm, with its principal place of business located at 445 Broadhollow Road, Suite 410, Melville, New York 11797.

2. I am authorized to execute and submit this Declaration on behalf of A&G in support of the *Application of Debtors for Entry of an Order Authorizing the Retention and Employment of A&G Realty Partners, LLC as a Real Estate Consultant and Advisor to the Debtors and Debtors in Possession* (the “***Application***”)<sup>2</sup> by which the Debtors seek retention of A&G on the terms and

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<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used in this Declaration and not immediately defined have the meanings given to such terms in the Application.

conditions set forth in the Application and the Services Agreement between the Debtors and A&G attached to the Application as Exhibit A.

3. I submit this Declaration in accordance with sections 327(a), 328(a), and 330 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and rules 2014-1 and 2016-1 of the Bankruptcy Local Rules.

4. The facts set forth in this Declaration are based upon my personal knowledge, information, and belief, or client matter records kept in the ordinary course of business that were reviewed by me or other employees of A&G under my supervision and direction. If called and sworn as a witness, I could and would testify competently to the facts set forth herein.

**A&G's Qualifications**

5. A&G is well suited to provide the real estate services that the Debtors require and have requested that A&G provide in these chapter 11 cases. A&G is a well-known, reputable, and diversified real estate consulting and advisory firm with offices located in New York and Illinois. A&G's professionals have extensive experience in providing services regarding the review, analysis, optimization, restructuring, disposition, and negotiation of real property and lease agreements. A&G also has significant experience facilitating the renegotiation and sale of retail leases for many large retail chains.

6. A&G's principals have over fifty years combined of commercial real estate experience and A&G has significant experience in the disposition and renegotiation of leases and properties in bankruptcy.

7. I believe A&G is well qualified to perform all services contemplated by the Services Agreement, and to represent the Debtors' interests in these chapter 11 cases in a cost-effective, efficient, and timely manner.



8. I also believe that the Services (as defined herein) are necessary to enable the Debtors to maximize the value of their leases and enable them to reorganize their financial affairs; accordingly, the Services will be complementary rather than duplicative of the services to be performed by the Debtors' other professionals retained in these chapter 11 cases. A&G will use reasonable efforts to coordinate with the Debtors and their other professionals retained in these chapter 11 cases to avoid any unnecessary duplication of services.

### **Services to be Performed**

9. As set forth more fully in the Services Agreement, A&G will provide the following services for the Debtors (the "***Services***"):<sup>3</sup>

- a. review the Debtors' portfolio of Leases (the "***Lease Portfolio***"), consult with the Debtors regarding their goals, objectives and financial parameters in relation to the Lease Portfolio and assist the Debtors with their overall strategy with respect to the Lease Portfolio;
- b. assist the Debtors in developing store segmentation buckets in view of, and that correspond to, the Debtors' goals and objectives for the Lease Portfolio and determine Lease modification requests;
- c. negotiate with the landlords of the Leases (collectively, the "***Landlords***" and, individually, a "***Landlord***") on behalf of the Debtors to obtain Lease Modifications acceptable to the Debtors;
- d. negotiate with Landlords on behalf of the Debtors to obtain Early Termination Rights acceptable to the Debtors;
- e. if requested by the Debtors, market the Leases in a manner and form as determined by A&G and approved by the Debtors, and negotiate with the Landlords and other third parties on behalf of the Debtors to assist the Debtors in obtaining Lease Sales acceptable to the Debtors;
- f. if requested by the Debtors, negotiate with Landlords on behalf of the Debtors to assist the Debtors in obtaining Landlord Consents (defined below) acceptable to the Debtors in their sole discretion; and

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<sup>3</sup> Any description of the terms of the Services Agreement contained herein is a summary provided for convenience purposes only. In the event of any inconsistency between the summary of the Services as set forth herein and the Services Agreement, the Services Agreement shall control.

- g. report periodically to the Debtors.

**Professional Compensation**

10. Subject to the Court's approval, the Debtors will compensate A&G in accordance with the terms and conditions set forth in the Services Agreement, including Schedule B thereto.

It is contemplated that A&G shall be compensated as follows:

- a. Monetary Lease Modifications. For each Monetary Lease Modification obtained by A&G on behalf of the Debtors and agreed to by the Debtors in their sole and absolute discretion, A&G shall earn and be paid a fee in the amount of three percent (3%) of the Occupancy Cost Savings, per Lease.
- b. Non-Monetary Lease Modifications. For each Non-Monetary Lease Modification obtained by A&G on behalf of the Debtors and agreed to by the Debtors in their sole and absolute discretion, A&G shall earn and be paid a fee of \$750.00.
- c. Early Termination Rights. For each Early Termination Right obtained by A&G on behalf of the Debtors and agreed to by the Debtors in their sole and absolute discretion, A&G shall earn and be paid a fee of one-half ( $\frac{1}{2}$ ) of one (1) month's base rent, per Lease; *provided* that A&G shall only be entitled to such fee in the event that the amount paid by the Debtors in connection with the Early Termination Right(s) is less than the rejection damages claim the Landlord would be entitled to under the Bankruptcy Code in the event the Debtors rejected the Lease in the Chapter 11 Cases.
- d. Lease Sales. For each Lease Sale obtained by A&G on behalf of the Debtors and agreed to by the Debtors in their sole and absolute discretion, A&G shall earn and be paid a fee in the amount of the greater of five percent (5%) of the Gross Proceeds and \$1,500. No fee shall be payable, however, unless and until a closing of a Lease Sale is effectuated.
- e. Landlord Consents. If requested by the Debtors, for each consent obtained by A&G to extend the Debtors' time to assume or reject a Lease (the "***Landlord Consent***") as a part of any applicable Chapter 11 case and agreed to by the Debtors in their sole and absolute discretion, A&G shall earn and be paid a fee in the amount of five hundred dollars (\$500), per Lease.

11. In addition to any fees payable by the Debtors to A&G, A&G also intends to seek reimbursement for its reasonable, pre-approved out-of-pocket expenses (including, but not limited to, legal, mailing, and marketing) incurred in connection with its retention and performance of the

Services. This includes, but is not limited to, responding to any litigation or other type of inquiry, deposition, or otherwise relating to the Services or the Services Agreement.

12. To the extent A&G uses the services of independent contractors (the “*Contractors*”) in these chapter 11 cases pursuant to the Services Agreement, A&G shall be responsible for the performance of and payment of any fees to such Contractors independently of the fee structure between the Debtors and A&G. A&G will not pass through the cost of such Contractors to the Debtors and will not seek reimbursement from the Debtors. A&G will ensure that the Contractors are subject to conflict checks with respect to the parties related to their involvement in these chapter 11 cases.

13. A&G may provide additional services requested by the Debtors that are not otherwise specifically provided for in the Services Agreement, as mutually agreed upon by the parties in writing, in advance. I understand that the Debtors will file notice of any proposed additional services and any underlying engagement agreement with the Court and serve such notice on the U.S. Trustee, counsel to any statutory committee appointed in these chapter 11 cases, and any party requesting notice under Bankruptcy Rule 2002.

14. I believe that the compensation structure described above and set forth in the Services Agreement is reasonable, comparable to compensation generally charged by real estate consultants and advisors of similar stature to A&G for comparable engagements, both in and out of bankruptcy, and merited by A&G’s experience and expertise. The proposed compensation structure is also consistent with A&G’s normal and customary billing practices for cases of comparable size and complexity that require the level and scope of services to be provided in these chapter 11 cases.

15. A&G has not shared or agreed to share any of its compensation from the Debtors with any other persons or firm in accordance with section 504 of the Bankruptcy Code.

**Payment of Compensation and Expenses**

16. A&G understands that fees and expenses in these chapter 11 cases shall be subject to final approval of the Court upon proper application by A&G in accordance with procedures for the allowance of final compensation applicable to professionals in these chapter 11 cases and in accordance with the requirements of the Bankruptcy Code. However, because A&G's compensation is results-oriented and directly based on the benefits received by the Debtors' estates as a result of Monetary Lease Modifications, Non-Monetary Lease Modifications, Early Termination Rights, Lease Sales, and Landlord Consents, it is not A&G's regular practice to keep detailed time records similar to those customarily kept by attorneys and other professionals who are compensated on an hourly basis. It is standard practice in A&G's industry for professionals providing services relating to lease restructurings and real property/lease dispositions to be compensated on a flat fee or percentage basis, rather than on an incremental hourly basis, for such services.

17. Requiring A&G to record and submit detailed time entries in light of the transactional nature of the services to be rendered by A&G herein and the percentage-based/flat fee structure proposed under the Services Agreement would be unduly burdensome to A&G.

**Disinterestedness of Professionals**

18. The Debtors have numerous creditors and other parties in interest with which they maintain business relationships. In connection with the Debtors' proposed retention of A&G in these chapter 11 cases, A&G has reviewed the list of parties in interest provided by the Debtors, a copy of which is attached hereto as Schedule 1. A&G undertook a comprehensive review of these parties to determine whether it had any conflicts or other relationships that might cause it to not be

disinterested or to hold or represent an interest adverse to the Debtors. There are no connections to disclose other than as follows:

- a. Kimco: By way of background, A&G was formed in January 2012. A&G is a private New York limited liability company whose majority members are myself and Emilio Amendola. One of the other members of A&G is LI Realty Investments, LLC ("**LI Realty**"). LI Realty became a minority member in A&G for the sole purpose of serving as a capital source for A&G, if needed, for potential real estate investment transactions. A&G will not be tapping that financing source for any purpose in these cases. Kimco Realty Corp. or affiliates ("**Kimco**") is one of the Debtors' landlords. Upon information and belief, Kimco Realty Services II, Inc. ("**Kimco Realty**") is a minority members of LI Realty. Upon further information and belief, Kimco Realty is an affiliate of Kimco. No Kimco employee, principal, officer, or director is an employee, principal, officer, or director of A&G, participates in A&G's management in any fashion, has access to any of A&G's systems or corporate information, or exercises any control over A&G. Kimco Realty's indirect minority interest in A&G is wholly unrelated to these chapter 11 cases and A&G, on behalf of the Debtors, can be adverse to Kimco (and its affiliates) in these cases.

19. Thus, to the best of my knowledge and belief, A&G: (a) is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, (b) has no connection with the Debtors, their creditors, other parties in interest, or the attorneys or accountants of any of the foregoing, or the U.S. Trustee or any person employed by the U.S. Trustee, and (c) does not hold or represent an interest adverse to the Debtors or the Debtors' estates.

20. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, A&G has not been retained to assist any entity or person other than the Debtors on matters relating to, or in direct connection with, these chapter 11 cases, except as otherwise disclosed herein. A&G will, however, continue to provide professional services to entities or persons that may be creditors of the Debtors or parties in interest in these chapter 11 cases, *provided that* such services do not relate to, or have any direct connection with, these chapter 11 cases or the Debtors.

21. Neither I nor any other professional of A&G who will work on this engagement, to the best of my knowledge after reasonable inquiry, is related or connected to the United States Bankruptcy Judge assigned to these chapter 11 cases, the U.S. Trustee, or any persons employed by the U.S. Trustee.

22. As part of its diverse practice, A&G appears in numerous cases, proceedings, and transactions that involve many different professionals, including attorneys, accountants, and financial consultants, who may represent claimants and parties in interest in these chapter 11 cases. Additionally, A&G has performed in the past, and may perform in the future, real estate consulting and advisory services for various attorneys and law firms, and may have been represented by several attorneys and law firms, some of whom may be involved in this proceeding. In addition, A&G may have in the past, may currently, and may in the future work with or against other professionals involved in these cases in matters unrelated to the Debtors and these chapter 11 cases.

23. I do not believe that A&G is a “creditor” of the Debtors within the meaning of section 101(10) of the Bankruptcy Code as A&G is not owed any monies from the Debtors as of the Petition Date. Further, neither I nor any other member of the A&G team serving the Debtors, to the best of my knowledge, is a holder of any outstanding debt instrument of the Debtors.

24. To the best of my knowledge, A&G is “disinterested” as that term is defined in section 101(14) of the Bankruptcy Code as modified by section 1107(b) of the Bankruptcy Code, because:

- a. neither A&G nor any professional at A&G working on this engagement is or was a creditor, equity security holder, or insider of the Debtors;
- b. neither A&G nor any professional at A&G working on this engagement is or was, within two years before the commencement of these chapter 11 cases, a director, officer, or employee of the Debtors; and



- c. A&G has no interest materially adverse to the interests of the estates or of any class of creditors, by reason of any direct or indirect relationship to, connection with, or interest in the Debtors.

25. Given the large number of parties in interest in these cases, despite the efforts described above to identify and disclose A&G's relationships with parties in interest in these cases, I am unable to state with absolute certainty that every client relationship or other connection has been disclosed in this Declaration. If A&G discovers additional information requiring disclosure, A&G will file supplemental disclosures with the Court as promptly as possible. A&G further understands that it has a duty to continue to check for conflicts and connections, and in the event that any new facts or relationships subsequently are discovered during the pendency of these chapter 11 cases, A&G will supplement this Declaration and file the same with the Court.

*[Remainder of page left blank intentionally]*

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct.

Dated: January 3, 2025

*/s/ Andrew Graiser*

\_\_\_\_\_  
Andrew Graiser

Co-President

A&G Realty Partners, LLC

**Schedule 1**

**Master List of Potential Parties in Interest<sup>1</sup>**

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<sup>1</sup> This list (and the categories contained herein) are for purposes of a conflicts check only and should not be relied upon by any party as a list of creditors or for any other purpose. As listing a party once allows our conflicts specialists to run a check on such party, we have attempted to remove duplicate entries where possible. Accordingly, a party that otherwise would fall under multiple categories is likely to be listed under only one category.

**1. Debtors**

C Studio Manufacturing Inc.  
C Studio Manufacturing LLC  
TCS Gift Card Services, LLC

The Container Store Group, Inc.  
The Container Store, Inc.

**2. Non-Debtor Affiliates**

Elfa Deutschland GmbH  
Elfa Doors AB  
Elfa Finland OY  
Elfa International, AB  
Elfa Sweden AB

Elfa Lumi A/S  
Elfa Lumi AB  
Elfa Manufacturing Poland Sp. Zo.o  
Elfa Norge A/S

**3. Debtors' Previous Names, Predecessors, and Related Entities**

Closet Parent Company, Inc  
Closet Works, LLC

Home Merger Sub, Inc.  
TCS Holdings, Inc.

**4. Debtors' Restructuring and Other Significant Professionals**

Ankura Intermediate Holdings, LP  
Ernst & Young LLP  
FTI Consulting  
Houlihan Lokey  
Hunton Andrews Kurth LLP  
ICR LLC  
Latham & Watkins LLP

PwC US Tax LLP  
Riveron Consulting, LLC  
Sheppard, Mullin, Richter & Hampton, LLP  
Sidley Austin LLP  
Verita Global

**5. Major Equity Holders<sup>2</sup>**

Green Equity Investors V, L.P.

Green Equity Investors Side V, L.P.

**6. Current and Former Officers and Directors (Up to 3 Years)**

Anders Rothstein  
Anthony Laday  
Caryl Stern  
Charles Tyson  
Dhritiman Saha  
Eva Gordon  
Gretchen Ganc

Jeffrey Miller  
John Gehre  
John Marazio  
Jonathan Sokoloff  
Karen Stuckey  
Kris Galashan  
Kristin Schwertner

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<sup>2</sup> For purposes of this list, major equity holders are considered to be persons or entities who hold in excess of 5% of the Debtors' equity securities. Persons or entities in addition to those listed here may exist but, because such equity positions are held through Cede & Co., there is not visibility with respect to the identity of such holders. To the extent the identities of such holders are later revealed through other avenues, such as periodic securities filings, this list will be updated to reflect the names of such holders.

Lindy Rawlinson  
Lisa Klinger  
Maria Thereza Neisler  
Melissa Collins  
Michael Lambeth  
Nicole Otto  
Robert Jordan

Satish Malhotra  
Stacey Shively  
Stephanie Lind  
Tasha Grinnell  
Thomas Happ  
Timothy Flynn  
Wendi Sturgis

**7. Secured Lenders as of Petition Date**

Amer Money Mgmt Corp  
Arbour Lane Capital Mgmt Lp  
Cohanzick Mgt LLC  
Glendon Cap Mgmt L.P.  
LCM Asset Management LLC  
Loomis Sayles And Co LP  
MJX Asset Mgmt LLC  
Nassau Global Credit LLC  
Park Ave Inst Advisers LLC

Golub Capital LLC  
Guardian Investor Services LLC  
JP Morgan Chase & Co.  
JPMorgan Bk Branch  
Tikehau Cap North Amer LLC  
Wells Fargo  
Z Capital Credit Partners, LLC  
ZAIS Group LLC

**8. Lienholders**

JPMorgan Chase Bank, N.A. as Collateral Agent  
Wells Fargo Bank, N.A.  
Bank One, Texas, NA as Agent  
Summit Funding Group, Inc.

Everbank Commercial Finance, Inc.  
Susquehanna Commercial Finance, Inc.  
MB Financial Bank, N.A.

**9. Contract Counterparties<sup>3</sup>**

Aberdeen Plastics, Inc.  
Adobe Systems, Inc.  
Balkan Express, LLC  
Bigso AB  
California Pak International, Inc.  
Caraway Home, Inc.  
Caspari  
Design Ideas  
Design Ideas- mesh  
DJS International Services, Inc.  
Echo Global Logistics, Inc.  
EISHO Co., Ltd.  
Euro Style, Inc.  
Fuzhou Jinqingyun Import and Export Co. LTD  
Google, Inc.

Havenly CZ, LLC  
I&I Services, LLC  
Insight Direct USA, Inc.  
Interdesign, Inc.  
Interface Security Systems LLC  
Intermetro Industries Corporation  
Iris USA, Inc.  
L and F Plastics Co., Ltd  
MALZINE CO., LTD  
Manhattan Associates, Inc.  
Mark IV Transportation & Logistics  
Modulus, Inc.  
NB Global Imports  
Ningbo Deli Imp.& Exp. Co., LTD.  
Ningbo Vacane Import & Export Co., LTD.

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<sup>3</sup> Top 50 contract counterparties are included here, which accounts for 75% of total spend for the last twelve months.

Penmarc Inspired Spaces, LLC  
PMG Worldwide, LLC  
Poppin Furniture LLC  
Pratt Industries  
Progressive International Corp.  
Really Useful Boxes, Inc.  
Rommel Inc  
Salesforce.com, Inc.  
Sapient Corporation  
Shandong lida Import and Export Corp.  
Simple Human

Sterilite Corporation  
Swift Transportation Services, LLC  
Tai Mei Acrylic Co., Ltd  
Tata Consultancy Services Limited  
Tien Thanh Co., Ltd  
VRIZE Inc  
VSS Transportation Group, Inc.  
Whitmor, Inc.  
York (Asia) Limited

**10. Administrative Agent**

JP Morgan Chase

**11. Professionals Representing Parties**

AlixPartners  
BRG  
Greenhill

Paul Hastings  
Simpson Thacher & Bartlett

**12. Top 20 Unsecured Creditors**

Ankura Intermediate Holdings, LP  
DJS International Services, Inc.  
Echo Global Logistics, Inc.  
Evergreen Shipping Agency (America) Corp  
FC Brands LLC  
Fedex  
Hulken Inc.  
Interdesign, Inc.  
Iris USA, Inc.  
J&O Plastics Inc

LC Designs Company Limited  
Ningbo Vacane Import & Export Co., LTD.  
OXO International, Ltd.  
Pura Scents, Inc.  
Ryan Tax Compliance Services, LLC  
Sapient Corporation  
Swift Transportation Services, LLC  
Test-Rite Intl Co., Ltd.  
Transcon Shipping Co., Inc.  
York (Asia) Limited

**13. Major Suppliers, Vendors, and Other Parties**

625 Ownership, LLC  
Aberdeen Plastics, Inc.  
AlixPartners, LLP  
AMEX Travel Related Services Company, Inc  
California Pak International, Inc.  
Chestnut Hill Shopping Center LLC  
Chubb  
Cigna Health and Life Insurance Company  
Closet Works LLC  
Design Ideas- mesh  
DJS International Services, Inc.  
Echo Global Logistics, Inc.

Elfa - Sweden  
Engie Insight Services Inc.  
Evergreen Shipping Agency (America) Corp  
Fedex  
Fidelity Investments  
FTI Consulting, Inc  
Havenly CZ, LLC  
I&I Services, LLC  
Insight Direct USA, Inc.  
Interdesign, Inc.  
Intermetro Industries Corporation  
Iris USA, Inc.



JP Morgan Chase  
L AND F Plastics Co., Ltd  
Latham & Watkins LLP  
LC Designs Company Limited  
MALZINE CO., LTD  
Marsh and McLennan Agency LLC  
Meta Platforms, Inc.  
Ningbo Vacane Import & Export Co., LTD.  
Oracle America Inc  
OXO International, Ltd.  
Penmarc Inspired Spaces, LLC  
PMG Worldwide, LLC  
Poppin Furniture LLC  
Pratt Industries  
PRISA LHC, LLC  
Prologis, L.P. dba Duke Secured Financing

Regency Centers, LP  
Rommel Inc  
Ryan Tax Compliance Services, LLC  
Sapient Corporation  
Schwarz Paper Company, LLC  
Simple Human  
Swift Transportation Services, LLC  
Tai Mei Acrylic Co., Ltd  
Transcon Shipping Co., Inc.  
UKG Inc.  
United HealthCare Services, Inc.  
Whitmor, Inc.  
XPO Logistics, LLC  
York (Asia) Limited  
YOSHIKAWAKUNI PLASTICS IND LTD

#### **14. Third Party Administrators**

CapFinancial Partners  
Cigna Life Insurance Company of New York  
Concur Technologies, Inc.  
Fidelity Brokerage Services LLC  
Fidelity Management Trust Company  
Hooray Health  
Life Insurance Company of North America  
Marsh McLellan Agency

New York Life Insurance Company  
O.C. Tanner Company  
RxBenefits, Inc.  
Stealth Partner Group, an Am Wins Company  
UKG Inc.  
UnitedHealthcare  
Wex Inc.

#### **15. Significant Customers**

Marriott  
GMH Communities  
Towneplace  
The Home Edit  
Suffolk Construction  
Willow Bridge  
Crescent Heights  
MAA  
Related Companies  
Fairfield Properties  
Graceful Spaces Organizing  
Bozzuto  
Shelby Cornett  
Imt Residential  
Katia Basley  
Carmel Partner  
Builtrite  
Convexity  
Stasia Steele  
Ashley Stewart

Paramount Construction  
Jenny Dietsch  
TMC  
Winthrop  
Quadrangle Development  
Kat Pettey  
Two Coast Living  
Rajesh Agarwala  
Debra Miley  
Jen Rob  
Lonicera Partners  
Aria Development  
A Fresh Space Shopping  
Tishman Speyer  
Larisa Bright  
Organized Nest  
Akelius  
Abby Kahn  
Oht Partners  
HC Pody

Becky Marple  
Jessica Harroz  
Alex Lane

Lauren Pitts  
Tracy Bowers

**16. Debtors' Banks**

Bank of America  
Citibank, N.A.  
Cornerstone National Bank & Trust Company

JP Morgan Chase Bank, N.A.  
Wells Fargo Bank, N.A.

**17. Insurers and Insurance Agents**

ACE American Insurance Company  
ACE Fire Underwriters Insurance Co.  
AIG Specialty Insurance Co.  
Allied World Assurance Co (U.S.) Inc.  
American International Group, Inc  
Applied Financial Lines  
Berkshire Hathaway Specialty Insurance  
Company  
CFC Underwriting Limited (Lloyds of London)  
Crum & Forster Specialty Insurance Co  
Endurance American Insurance Company  
Endurance Assurance Corporation  
Federal Insurance Company  
Great American Insurance Co.  
Hartford Fire Insurance Company  
Hartford Insurance of the Midwest  
Hudson Insurance Group

Indemnity Insurance Co. of North America  
Lloyd's Insurance Company  
Lloyd's Syndicate 3623 (Beazley)  
Marsh McLellan Agency  
National Union Fire Insurance Company of  
Pittsburgh, PA  
Navigators Insurance Company  
Ohio Bureau of Workers' Compensation  
Palomar Excess and Surplus Insurance Company  
Selective Insurance Co. of New York  
Selective Insurance Co. Of the Southeast  
The Continental Insurance Company  
Travelers Property Casualty Co.  
Woodruff Sawyer  
XL Insurance America, Inc.

**18. Surety Bond Issuers & Beneficiaries**

Memphis Light, Gas and Water Division  
Southern California Edison Company  
Entergy Arkansas, Inc.  
Florida Power & Light Company  
Sacramento Municipal Utility District  
Long Island Lighting Company d/b/a Lipa  
Nevada State of  
Columbia Gas  
conEdison  
Baltimore Gas & Electric Company  
Delmarva Power and Light Company  
Potomac Electric Power Company  
Arizona Public Service Company

Southwest Gas Corporation  
Progress Energy Carolinas, Inc.  
Nevada Power Company DBA NV Energy  
Rhode Island, State of  
PECO Energy Company  
Georgia Power Company  
Orlando Utilities Commission  
Florida Power and Light  
Tampa Electric Company  
Arch Insurance Company  
Travelers-Travelers Casualty and Surety  
Company

**19. Letters of Credit Issuers & Beneficiaries**

American Alternative Insurance Corporation  
C/O Roanoke Insurance Group Inc.  
American Express Travel Related Services  
Company, Inc C/O Global Corporate Payments  
US  
Caspari, Inc  
Design Ideas, Ltd  
Dynergy Energy Services LLC  
Evriholder Prodcuts LLC

Federal Insurance Company  
JPMorgan Chase Bank, N.A. Regent Holding  
Company, LLC  
Travelers Casualty and Surety Company of  
America  
TXU Energy Receivables Company LLC  
AAIC C/O Roanoke Insurance Group

**20. Taxing and Other Governmental Authorities**

Alabama Department of Revenue  
Alaska Remote Seller Sales Tax Commission  
Anne Arundel County Government  
Arizona Department of Revenue  
Arkansas Department of Finance and Admin  
Arkansas Secretary of State  
Arlington County Treasurer's Office  
Bernalillo County Treasurer  
Beth Ford, Pima County Treasurer  
Bexar County  
Borough of Paramus  
Broward County, Florida  
CA State Board of Equalization  
Ca. Franchise Tax Board  
Ca. State Board Of Equalization  
City of Albuquerque  
City of Alpharetta  
City of Atlanta  
City of Bellevue  
City of Brentwood  
City of Centennial  
City Of Costa Mesa  
City of Cranston  
City of Dunwoody  
City of El Segundo  
City of Germantown  
City of Glendale  
City Of Glendale (AZ)  
City of Hallandale Beach  
City of Little Rock  
City of Lone Tree  
City of Longmont  
City of Los Angeles, The  
City of Newton  
City of Novi  
City of Orlando  
City of Oxnard

City of Palm Beach Gardens  
City of Palo Alto  
City of Peabody  
City of San Jose  
City of San Mateo, CA  
City of Tampa  
City of Thosand Oaks  
City of Troy  
City of Tualatin  
City of Tucson  
City of Tukwila  
City of Walnut Creek  
City of Wauwatosa  
City Treasurer-San Diego  
Clark County  
Clark County Assessor  
Clear Creek I.S.D. Tax Office  
Clerk of Circuit Court  
Clerk of the Court  
Collin Country, Tax Assessor Collector  
(McKinney)  
Colorado Department Of Revenue  
Commonwealth of Massachusetts  
Connecticut Dept. of Revenue  
Contra Costa County Tax Collector  
County Of Fairfax  
County of Henrico  
County of Nassau  
County of Palm Beach  
Cypress-Fairbanks ISD  
Davidson County, Metropolitan Trustee  
(Nashville)  
DC Treasurer/DC Office of Tax and Revenue  
DC Treasurser/DC Office of Tax and Revenue  
DeKalb County Tax Commissioner  
Delaware Division of Revenue  
Douglas County Treasurer (NE)

DPH/Weights and Measures  
DSHS Hazardous Consumer Products Permits  
El Paso County  
Florida Department of Revenue  
Fulton County Tax Commissioner  
Georgia-Department of Revenue  
Government of the District of Columbia  
Harford County  
Harris County WCID #116  
Harris County, Tax Assessor-Collector  
(Houston)  
Hawaii Department of Taxation  
Hillsborough County Tax Collector  
Idaho State Tax Commission  
Illinois Dept. Of Revenue  
Illinois Secretary of State  
Indiana Department of Revenue  
Indiana Secretary of State  
Iowa Dept. of Revenue  
John R. Ames, Dallas County Tax Assessor-Collector  
Kansas Department of Revenue  
Kansas Secretary of State  
Kentucky State Treasurer  
King County Treasury  
Los Angeles County Tax Collector  
Louisiana Department of Revenue  
Maine State Treasurer  
Maricopa County Treasurer  
Marin County Tax Collector  
Marion County Treasurer  
Maryland Comptroller/Treasury  
Massachusetts Department of Revenue  
Mecklenburg County Tax Collector  
Miami Dade County Tax Collector  
Michigan Dept. of Treasury  
Minnesota Department of Revenue  
Mississippi Department of Revenue  
Missouri Department of Revenue  
Missouri Director of Revenue  
Missouri Secretary of State  
Montgomery County Maryland  
Nebraska Dept. of Revenue  
Nevada Department of Taxation  
New Hampshire Department of Revenue  
New Mexico Secretary of State  
New York City Department of Finance  
New York State Corporation Tax  
New York State Sales Tax  
NM Taxation and Revenue Department  
North Carolina Department of Revenue  
North Carolina Secretary of State  
North Dakota State Tax Commissioner  
North Hills School District Tax Office  
Oklahoma County Treasurer  
Oklahoma Secretary of State  
Oklahoma Tax Commission  
Orange County Tax Collector  
Orange County, FL Tax Collector  
Oregon Department of Revenue  
PA Department of Revenue  
Regina Morrison Newman, Trustee  
Rhode Island Division of Taxation - Dept #88  
Ryan Tax Compliance Services, LLC  
Sacramento County  
San Diego County, Tax Collector  
San Francisco Tax Collector  
Santa Clara County  
Secretary of State  
South Carolina Dept. of Revenue  
South Dakota Department of Revenue  
St. Louis County Department of Revenue  
State of New Jersey  
State of Rhode Island  
Tax Assessor & Collector / Montgomery County  
Tax Collector, Santa Clara County  
Taxes-Tarrant County (Fort Worth)  
Tennessee Department of Revenue  
Tennessee Secretary of State  
Texas Comptroller of Public Accounts  
Town of Corte Madera  
Town of Natick  
Travis County Tax Collector (Austin)  
Treasurer Arlington County  
Treasurer of State of Ohio  
United States Treasury  
Utah Department of Agriculture & Food  
Utah State Tax Commission  
Ventura County Tax Collector  
Ventura Department of Weights and Measures  
Vermont Department of Taxes  
Village of Northbrook  
Village Of Schaumburg  
Virginia Department Of Taxation  
Virginia State Corporation Commission  
Wake County Revenue Department  
Washington County  
Washington State Department of Revenue  
Washington State Treasurer  
West Virginia State Tax Department  
Westchester Co. Dept of Consumer Protection  
Wisconsin Department of Revenue

Wisconsin Dept of Financial Institutions  
Woodlands Metro Center MUD

Wyoming Department of Revenue

**21. Landlords**

33 Woodlands, LLC (Kamber Mgmnt)  
625 Ownership LLC  
770 Tamalpais Dr, Inc. (Colliers)  
Acadia Realty  
Allied Retail Properties  
AR Global Investments  
Bayer Properties / Wicker Park Capital Mgmnt  
BQ 4720 Spruce, LLC (Franklin Street)  
Brookfield  
Cameron Group Associates, LLLP (First Capital  
Property Group)  
Caruso  
Centercal  
Coolidge Paramus, LLC (Samson Mgmt)  
Coro Realty  
DalSan Properties  
Duesenberg-Topanga LLC  
Duke Secured Financing  
Fair Oaks & Union, LLC (CFT Developments)  
Fairbourne  
FC Yonkers Associates  
Federal Realty  
FSLRO 7580 W Bell Glendale, LLC (Lincoln  
Properties)  
Gilmore Farmers Market  
Hines  
Hurd Development  
ICRE REIT Holdings dba Hawthorne Plaza,  
LLC  
Inland Commercial Real Estate Services  
JH Snyder & Company  
Kemper Development  
Kimco  
Kite Realty  
Lerner  
Levine Investments (Western Retail Advisors -  
broker)  
Lincoln Property Company  
LRC Realty

Macerich  
Metro Pointe Retail Assoc II  
MRW Retail, LLC  
National Retail Properties, LP  
North American Properties  
North American Real Estate  
Pace Properties  
PGIM Real Estate  
Ponte Gadea (Cushman & Wakefield)  
PR/MRPI Eastgate C, LLC  
PREIT  
Prepp  
Principal Life Ins. Co - 431110 (Mid-America)  
Rappaport Management Company  
Regency Centers  
Saber Livingston, LLC (Saber Fund)  
Schlosser Development  
Selig Investments  
Simon Properties  
Site Centers  
Smithco Champions, LP  
Steiner + Associates  
Stuart Frankel Development  
SyWest Development  
Taubman  
The Hayman Cmpany  
The Village at Gulfstream Park, LLC  
TIAA  
Town & County SC, LLC  
TREA 3010 Bridgepointe Parkway LLC  
Tuscan South Village, LLC  
URW/Westfield  
UWS Post Oak, LLC  
Washington Prime  
West Windsor Plaza Associates, LLC / Garden  
Homes Development  
Woolbright Development, Inc.  
WS Development

**22. Litigation Counterparties**

Anika Menor  
Anne Heitiing

Anne K Franklin  
Cindy Fassler

Daniel Bang  
Danielle Diallo  
Ecological Alliance, LLC  
Ema Bell  
Gabriel Espinoza  
GCE Internaional, Inc.  
Gen Harper  
Gravel Rating Systems LLC  
Hayley Blair Williky  
JoAnne Strucker  
John Fralish  
Liliana Gibbs  
Lisa Cantwell

Lisa Irving  
Mark Cadigan  
Michael Levine  
Migel Elias Urban Sr.  
Mika Pyyhkala  
National Federation of the Blind  
Rachel Frasca  
Rashad Trevor Samuels  
Rashon Hayes  
Robert Conohan  
Susan Levine  
Yudi Hernandez

**23. Counsel to Litigation Counterparties**

Adam B. Reed & Associates  
Adams & Associates, P.A.  
Commercial Litigation Branch U.S. Department  
of Justice  
Custodio & Dubey LLP  
Darr Law LLC  
Devlin Law Firm LLC  
EEOC-Dallas  
Glenn Agre Bergman & Fuentes LLP  
Hill, Farrer & Burrill LLP  
Kardell Law Group  
Law Office of Jana Eisinger, PLLC  
Law Offices Brodsky Smith  
Law Offices of Dan A. Atkerson  
Lawyers for JUSTICE, PC  
Maryland Occupational Safety & Health  
Mendez Law Offices

New York State Department of Labor  
Office of Chief Counsel U.S. Customs & Border  
Protection  
Office of the General Counsel Office of the U.S.  
Trade Representative  
PA Human Relations Commission  
Ruberto, Israel & Weiner,P.C.  
Sills Cummis & Gross  
State of Delaware Department of Labor Division  
of Industrial Affairs  
Office of Anti-Discrimination  
Stein Saks PLLC  
Tauler Smith LLP  
Tre Legal Practice, LLC  
Whistleblower Protection Program, U.S.  
Department of Labor OSHA  
Wilshire Law Firm

**24. Utilities**

APS  
BGE  
CenturyLink Summary  
Charter Communications  
City of Austin, TX  
City of Coppell, TX  
City of Palo Alto Utilities, CA  
Con Edison  
Con Edison  
Constellation NewEnergy  
Direct Energy  
Dominion VA/NC Power  
DTE Energy  
Eversource Energy

Eversource Energy  
FPL - Florida Power & Light Company  
Georgia Power  
Level 3 Communications LLC  
Nashville Electric Service  
NV Energy/30150 South Nevada  
Orlando Utilities Commission  
Pacific Gas & Electric  
Pasadena Water and Power  
PEPCO (Potomac Electric Power Company)  
PSEGLI  
Puget Sound Energy  
Rhode Island Energy  
San Diego Gas & Electric



Southern California Edison  
Teco Tampa Electric Company  
Tucson Electric Power Company

TXU Energy  
Xcel Energy

**25. Other Significant Parties**

Acquiom Agency Services LLC  
Beyond, Inc.  
Eclipse Business Capital LLC  
Equini Trust Company, LLC

Jefferies Capital Services, LLC  
Riemer & Braunstein LLP  
Seaport Loan Products LLC

**26. United States Bankruptcy Judges for the Southern District of Texas (and Key Staff Members)**

Aaron Jackson  
Akeita House  
Judge Alfredo R. Perez  
Ana Castro  
Jeannie Chavez  
Judge Christopher M. Lopez  
Judge Eduardo V. Rodriguez  
Judge Jeffrey P. Norman

Judge Marvin Isgur  
Rosario Saldana  
Shannon Holden  
Sierra Thomas-Anderson  
Tracy Conrad  
Tyler Laws  
Zilde Martinez

**27. United States Trustee for the Southern District of Texas (and Key Staff Members)**

Alethea Caluza  
Alicia Barcomb  
Alina Samko-Yu  
Andrew Jimenez  
Christopher R. Travis  
Christy Simmons  
Glenn Otto  
Gwen Smith  
Ha Nguyen  
Hector Duran  
Ivette Gerhard

Jana Whitworth  
Jayson B. Ruff  
Kevin M. Epstein  
Linda Motton  
Luci Johnson-Davis  
Millie Aponte Sall  
Rajalakshmi Krishnan  
Samantha Chilton  
Susan B. Hersh  
Vianey Garza  
Yasmine Rivera

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

	x	
	:	
In re:	:	Chapter 11
	:	
THE CONTAINER STORE GROUP, INC., <i>et al.</i> ,	:	Case No. 24-90627 (ARP)
	:	
Debtors. <sup>1</sup>	:	(Jointly Administered)
	:	
	x	

**ORDER AUTHORIZING THE RETENTION AND  
EMPLOYMENT OF A&G REALTY PARTNERS, LLC AS A REAL ESTATE  
CONSULTANT AND ADVISOR TO THE DEBTORS AND DEBTORS IN POSSESSION**

Upon the application (the “*Application*”)<sup>2</sup> of the Debtors for entry of an order (this “*Order*”) under sections 327(a), 328, and 330 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Bankruptcy Local Rules 2014-1 and 2016-1 authorizing the retention and employment of A&G Realty Partners, LLC (“*A&G*”), as a real estate consultant and advisor to the Debtors, in accordance with the terms and conditions set forth in that certain real estate services agreement dated as of December 30, 2024, a copy of which is attached to the Application as Exhibit A (the “*Services Agreement*”); and upon the Court having reviewed the Application, the First Day Declaration, and the Declaration of Andrew Graiser, Co-President of A&G (the “*Graiser Declaration*”); and the Court being satisfied with the representations made in the Application, the First Day Declaration, and the Graiser Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the Amended Standing Order; and this Court having

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<sup>1</sup> 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.

<sup>2</sup> Capitalized terms not otherwise defined herein have the definitions ascribed to them in the Application.

found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. § 1408; and this Court having found that the relief requested in the Application is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Application and opportunity for a hearing on the Application were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is hereby

**ORDERED THAT:**

1. The Debtors are authorized, pursuant to sections 327(a), 328(a), and 330 of the Bankruptcy Code and Bankruptcy Rules 2014 and 2016, to employ and retain A&G as their real estate advisors, effective as of the Petition Date, on the terms and conditions set forth in the Services Agreement as modified by this Order.

2. A&G's compensation, as set forth in the Services Agreement, including without limitation, the fees associated with Monetary Lease Modifications, Non-Monetary Lease Modifications, Early Termination Rights, Lease Sales, and Landlord Consents, and the expense reimbursement, as well as the indemnification provisions, all as modified herein, are approved pursuant to section 328(a) of the Bankruptcy Code, and A&G shall not be required to maintain or

provide detailed time records for the services provided pursuant to the Services Agreement or conform to any schedule of hourly rates.

3. Notwithstanding any provision to the contrary in the Application, the Services Agreement, or this Order, the Office of the United States Trustee for the Southern District of Texas (the “*U.S. Trustee*”) shall have the right to object to A&G’s request(s) for compensation based on any ground, including the reasonableness standard provided in section 330 of the Bankruptcy Code. This Order and the record relating to the Court’s consideration of the Application shall not prejudice or otherwise affect the rights of the U.S. Trustee to challenge the reasonableness of A&G’s fees and expenses. Accordingly, nothing in this Order or the record shall constitute a finding of fact or conclusion of law binding the U.S. Trustee, on appeal or otherwise, with respect to the reasonableness of A&G’s fees and expenses.

4. With respect to fees and expense reimbursements sought for Additional Services (as defined in the Services Agreement) rendered by A&G, A&G shall be compensated in accordance with, and will file interim and final fee applications for, allowance of its compensation and expenses incurred during the applicable retention period and shall be subject to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and applicable law. For these services, A&G will submit, with any interim or final fee application, a narrative summary, by project category, of services rendered with a specific breakdown of compensation and fees sought on a per property or per lease basis (as applicable), setting forth detail and information regarding the calculation for the amount of compensation requested. All fees and expenses paid to A&G are subject to disgorgement until final allowance by the Court.

5. With respect to fees and expense reimbursements for all services rendered by A&G other than for Additional Services and as authorized by this Order, A&G shall be compensated in

accordance with, and will file interim and final fee applications for, allowance of its compensation and expenses incurred during the applicable retention period and shall be subject to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and applicable law, subject to paragraphs 2 and 3 herein. For these fees, A&G shall include in all fee applications, among other things, a specific breakdown of compensation and fees sought in the categories described in the Services Agreement, setting forth detail and information regarding the calculation of such fees and expenses.

6. In the event that A&G provides any additional services requested by the Debtors that are not otherwise specifically provided for in the Services Agreement, the Debtors will file a notice of such proposed additional services with the Court and serve such amendment(s) upon the on the U.S. Trustee, counsel to any statutory committee appointed in these chapter 11 cases, and any party requesting notice under Bankruptcy Rule 2002. If no party in interest objects within ten (10) days of such new amendment(s) being filed, A&G will be authorized to engage in such additional services as of the effective date of such amendment(s). All additional services shall be subject to the provisions of this Order.

7. A&G shall disclose any and all facts that may have a bearing on whether A&G, its affiliates, and/or any individuals working on the engagement hold or represent any interest adverse to the Debtors, their creditors, or other parties in interest in these cases. The obligation to disclose identified in this paragraph shall be a continuing obligation.

8. With respect to controversies or claims arising out of or in any way related to the Services in the Services Agreement, notwithstanding any arbitration, dispute resolution, or exclusive jurisdiction provisions contained in the Services Agreement, any disputes arising under the Services Agreement shall be heard in this Court during the pendency of these chapter 11 cases.

9. Paragraph 23 of the Services Agreement relating to the Limitation on Liability shall be null and void during the pendency of these chapter 11 cases.

10. The indemnification and related provisions set forth in the Services Agreement are approved, subject during the pendency of the chapter 11 cases to the following:

- a. The indemnified parties shall not be entitled to indemnification, contribution, or reimbursement for services other than those described in the Services Agreement and the Application, unless such services and indemnification therefor are approved by the Court after notice and hearing;
- b. The Debtors shall have no obligation to indemnify any indemnified party, or provide contribution or reimbursement to any indemnified party, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from such indemnified party's gross negligence, fraud, breach of fiduciary duty (if any), bad faith, or willful misconduct; or (ii) for a contractual dispute in which the Debtors allege the breach of such indemnified party's contractual obligations, unless the Court determines that indemnification, contribution, or reimbursement would be permissible; or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) immediately above, but determined by the Court, after notice and a hearing to be a claim or expense for which the indemnified parties should not receive indemnity, contribution, or reimbursement under the terms of indemnified party's retention by the Debtors pursuant to the terms of the Services Agreement, as modified by this Order; and
- c. If, before the earlier of: (i) the entry of an order confirming a chapter 11 plan in this case (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these chapter 11 cases, any indemnified party believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Services Agreement (as modified by this Order) and the Application, including without limitation the advancement of defense costs, such indemnified party must file an application therefor in this Court, and the Debtors may not pay any such amounts to such indemnified party before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by indemnified parties for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify any Indemnified Party. All parties in interest shall retain the right to object to any demand by any Indemnified Party for indemnification, contribution, or reimbursement.

11. In the event that, during the pendency of these chapter 11 cases, A&G seeks compensation and reimbursement for any attorneys' fees and expenses, the invoices and supporting time records from such attorneys, appropriately redacted to preserve applicable privileges, shall be included in A&G's fee applications and such invoices and time records shall be in compliance with the Bankruptcy Local Rules and subject to approval of the Court under the standards of sections 330 and 331 of the Bankruptcy Code, without regard to whether such attorneys have been retained under section 327 of the Bankruptcy Code and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

12. A&G shall provide ten (10) business days' notice to the Debtors, the U.S. Trustee, and any statutory committee appointed in these chapter 11 cases before any changes or increases in the compensation set forth in the Application or the Services Agreement are implemented. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court may review any rate increase pursuant to section 330 of the Bankruptcy Code.

13. A&G shall use reasonable efforts, and coordinate with the Debtors and their other retained professionals, not to duplicate any of the services provided to the Debtors by any of their other retained professionals.

14. To the extent there is inconsistency between the terms of the Services Agreement, the Application, the Graiser Declaration, and this Order, the terms of this Order shall govern.

15. Notice of the Application as provided therein is deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the local rules of this Court are satisfied by such notice.

16. This Order is immediately effective and enforceable upon its entry.



17. The Debtors and A&G are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.

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

Signed: \_\_\_\_\_

\_\_\_\_\_  
ALFREDO R PÉREZ  
UNITED STATES BANKRUPTCY JUDGE