

**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. ¹	:	(Jointly Administered)
	:	
	X	

**CERTIFICATE OF NO OBJECTION REGARDING
APPLICATION OF DEBTORS TO EMPLOY AND RETAIN HOULIHAN LOKEY
CAPITAL, INC. AS FINANCIAL ADVISOR AND INVESTMENT BANKER TO THE
DEBTORS EFFECTIVE AS OF THE PETITION DATE
[Relates to Docket No. 110]**

Pursuant to the Procedures for Complex Cases in the Southern District of Texas (the “**Complex Case Procedures**”), the undersigned hereby certifies as follows:

1. On January 3, 2025, the above-captioned debtors in possession (collectively, the “**Debtors**”) filed the *Application of Debtors to Employ and Retain Houlihan Lokey Capital, Inc. as Financial Advisor and Investment Banker to the Debtors Effective as of the Petition Date* [Docket No. 110] (the “**Retention Application**”), which included an attached form of proposed order [Docket No. 110-2] (the “**Retention Order**”).

2. The deadline to file objections to the Retention Application passed on January 24, 2025 (the “**Objection Deadline**”).

3. In accordance with paragraph 44 of the Complex Case Procedures, the undersigned represents to the Court that counsel has reviewed the Court’s docket and no objections or other

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



responses to the Retention Application have been filed, and the Debtors are unaware of any other objection to the Retention Application.

4. Accordingly, the Debtors respectfully request that the Court enter the Retention Order attached hereto.

Dated: January 27, 2025

Respectfully submitted,

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

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

Certificate of Service

I certify that on January 27, 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
Timothy A. ("Tad") Davidson II

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

**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF
HOULIHAN LOKEY CAPITAL, INC. AS FINANCIAL ADVISOR AND INVESTMENT
BANKER TO THE DEBTORS EFFECTIVE AS OF THE PETITION DATE**
[Relates To Docket No.]

Upon consideration of the application (the “***Application***”)² of the Debtors for entry of an order (this “***Order***”) authorizing the employment and retention of Houlihan Lokey Capital, Inc. (“***Houlihan Lokey***”) as their financial advisor and investment banker, effective as of the petition date and pursuant to the terms of the Engagement Agreement (a copy of which is attached here as **Exhibit 1**) and sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Bankruptcy Local Rules 2014-1 and 2016-1; and the Court having considered the Application and the Dunayer Declaration and having considered the statements of counsel and the evidence adduced with respect to the Application at a hearing before the Court (the “***Hearing***”); and this Court having the jurisdiction to consider the Application pursuant to 28 U.S.C. § 1334;

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

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application or the Engagement Agreement, as applicable.

and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§1408 and 1409; and the Court finding that (A) the terms and conditions of Houlihan Lokey's employment set forth in the Engagement Agreement (including the Fee and Expense Structure) as modified by this Order, are reasonable as required by section 328(a) of the Bankruptcy Code; (B) Houlihan Lokey (i) does not hold or represent an interest adverse to the interest of the estate; and (ii) is a "disinterested person" as that term is defined under section 101(14) of the Bankruptcy Code; (C) the Application and the Dunayer Declaration are in full compliance with all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules; (D) the relief requested in the Application is in the best interests of the Debtors, their estates and creditors; and (E) notice of the Application was due and proper under the circumstances; and after due deliberation, and good and sufficient cause appearing therefore, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Debtors are authorized to retain and employ Houlihan Lokey as their financial advisor and investment banker pursuant to sections 327 and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Bankruptcy Local Rules 2014-1 and 2016-1, effective as of the Petition Date, on the terms and conditions set forth in the Engagement Agreement and the Application, and are directed to perform their obligations set forth therein, except as expressly modified herein.

2. None of the fees payable to Houlihan Lokey shall constitute a "bonus" or fee enhancement under applicable law.

3. The compensation, fees, and expenses payable to Houlihan Lokey pursuant to the Engagement Agreement, together with the indemnification, reimbursement of expenses, and contribution obligations owed to Houlihan Lokey and any other HL Party under the Engagement Agreement, shall be subject to review only pursuant to the standard of review set forth in section 328(a) of the Bankruptcy Code and shall not be subject to the standard of review set forth in section 330 of the Bankruptcy Code or any other standard of review.

4. Notwithstanding the preceding paragraph or anything to the contrary in this Order, the U.S. Trustee and the Court shall retain the right to object to the compensation, fees, and expenses to be paid to Houlihan Lokey pursuant to the Application and the Engagement Agreement, including the Monthly Fee and the Transaction Fee, based on the reasonableness standard provided for in section 330 of the Bankruptcy Code, and the Court shall consider any such objection by the U.S. Trustee under 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 Houlihan Lokey's compensation, fees, and expenses under the standard set forth in the preceding sentence. Accordingly, nothing in this Order or such 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 Houlihan Lokey's fees.

5. The Debtors are authorized to compensate and reimburse Houlihan Lokey pursuant to the terms of the Engagement Agreement, subject to the procedures set forth in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable orders of this Court.

6. In light of the services to be provided by Houlihan Lokey and the compensation structure in the Engagement Agreement, Houlihan Lokey and its professionals shall be excused

from: (i) any requirement to maintain or provide detailed time records in accordance with Bankruptcy Rule 2016(a) and the United States Trustee Fee Guidelines; and (ii) conforming with a schedule of hourly rates for its professionals. Instead, notwithstanding that Houlihan Lokey does not charge for its services on an hourly basis, Houlihan Lokey will nonetheless maintain reasonably detailed time records in 0.5 hour increments containing descriptions of those services rendered for the Debtors, and the individuals who provided those services, and will present such records together with its fee applications filed with the Court.

7. The Debtors shall be bound by the indemnification, contribution, reimbursement, and exculpation provisions set forth in the Engagement Agreement, subject during the pendency of these cases to the following:

- a. Subject to the provisions of subparagraphs (b) and (c) below, the Debtors are authorized to indemnify, and shall indemnify, the HL Parties for any claims arising from, related to, or in connection with the services to be provided by Houlihan Lokey as specified in the Application, but not for any claim arising from, related to, or in connection with Houlihan Lokey's post-petition performance of any other services (other than those in connection with the engagement), unless such post-petition services and indemnification therefor are approved by this Court;
- b. The Debtors shall have no obligation to indemnify any HL Party, or provide contribution or reimbursement to any HL Party, for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen from such HL Party's bad faith, gross negligence or willful misconduct, (ii) for a contractual dispute in which the Debtors allege the breach of such HL Party's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003), or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing pursuant to subparagraph (c) infra, to be a claim or expense for which such HL Party is not entitled to receive indemnity, contribution, or reimbursement under the terms of the Engagement 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 these cases (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 HL

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 Engagement Agreement (as modified by this Order), including, without limitation, the advancement of defense costs, such HL Party must file an application therefor in this Court, and the Debtors may not pay any such amounts to such HL Party before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period during which the Court shall have jurisdiction over any request for fees and expenses by HL Parties for indemnification, contribution, or reimbursement, and not as a provision limiting the duration of the Debtors' obligation to indemnify the HL Parties.

8. Notwithstanding any provision in the Engagement Agreement to the contrary, the contribution obligations of the HL Parties shall not be limited to the aggregate amount of fees actually received by Houlihan Lokey from the Debtors pursuant to the Engagement Agreement.

9. Notwithstanding anything in the Application or the Engagement Agreement to the contrary, to the extent Houlihan Lokey retains the services of subcontractors or employees of foreign affiliates or subsidiaries (collectively, the "**Contractors**") in these chapter 11 cases to conduct certain of its investment banking services under the Engagement Agreement in its stead and Houlihan Lokey seeks to pass through to the Debtors, and requests to be reimbursed for, the fees and/or costs of the Contractors, Houlihan Lokey shall (a) pass through the fees of such Contractors to the Debtors at the same rate that Houlihan Lokey pays the Contractors; (b) seek reimbursement for actual costs of the Contractors only; and (c) ensure that the Contractors perform the conflicts check required by Bankruptcy Rule 2014 and file with the Court such disclosures as required by Bankruptcy Rule 2014.

10. Houlihan Lokey will review its files periodically through these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Houlihan Lokey will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

11. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

12. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry, notwithstanding the possible applicability of Bankruptcy Rule 6004.

13. The relief granted herein shall be binding upon any chapter 11 trustee appointed in these chapter 11 cases, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of these chapter 11 cases to cases under chapter 7.

14. To the extent that this Order is inconsistent with the Application, the Dunayer Declaration (including any supplement(s) thereto), or the Engagement Agreement, the terms of this Order shall govern.

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

Signed: _____

UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Engagement Agreement

Houlihan Lokey

Personal and Confidential

November 18, 2024

The Container Store Group, Inc.
500 Freeport Pkwy
Coppell, TX 75019
Attn: Jeff Miller, Chief Financial Officer

Dear Ladies and Gentlemen:

This letter agreement (this “Agreement”) confirms the terms under which The Container Store Group, Inc. (“The Container Store” and collectively with its direct and indirect subsidiaries, the “Company”) and Latham & Watkins LLP, in its capacity as counsel to The Container Store (“Counsel”, and together with the Company, the “Client Group”) has engaged Houlihan Lokey Capital, Inc. (“Houlihan Lokey”), effective as of the date indicated above (the “Effective Date”), as financial advisor to the Company to provide financial advisory and investment banking services in connection with one or more potential transactions for the Company and with respect to such other financial matters as to which the Client Group and Houlihan Lokey may agree in writing during the term of this Agreement. This Agreement hereby amends and restates that certain letter agreement among the parties hereto dated September 4, 2024.

The work set forth in this Agreement is divided into two phases. In the first phase (“Phase I”), Houlihan Lokey is being engaged as the Company’s financial advisor on a non-exclusive basis; if the Company elects in writing (email being sufficient) to engage Houlihan Lokey for the second phase (“Phase II” and the date on which such notice is provided, the “Phase II Effective Date”), Houlihan Lokey will be engaged as exclusive financial advisor to the Company.

In each instance, Houlihan Lokey will take direction from the Client Group, notwithstanding the fact that the Company shall be solely responsible for the payment of fees and expenses and the indemnification obligations set forth herein. Notwithstanding anything to the contrary in this Agreement, Houlihan Lokey and the Company each acknowledge and agree that Counsel shall not be responsible for any fees, expenses, indemnification obligations or other amounts or payments that may be owed by the Company directly or indirectly under this Agreement to Houlihan Lokey. It is the parties’ intent that the services described herein, including communications between Houlihan Lokey and the Client Group, and work product and analyses prepared by Houlihan Lokey for the Client Group, are provided at the direction of Counsel, and accordingly are confidential and protected by applicable privilege, including, but not limited to, the attorney-client privilege, the common interest privilege and the work product doctrine.

1. **Services.** In Phase I, from the Effective Date through September 30, 2024, Houlihan Lokey will conduct diligence and provide an initial assessment of potential financing and liability management structures (the “Phase I Services”). If the Company provides written notice (email being sufficient) that

Houlihan Lokey is being engaged for Phase II, in connection with each potential Transaction (as defined below), Houlihan Lokey will assist and advise the Client Group with the analysis, evaluation, pursuit and effectuation of any such Transaction. Houlihan Lokey's services for Phase II (collectively, the "Phase II Services") will consist of, if appropriate and if requested by the Client Group:

- (i) evaluating financing and capital raising alternatives available to the Company;
- (ii) reviewing and analyzing the Company's business, operations and financial projections;
- (iii) assisting the Client Group in the development and distribution of selected information, documents and other materials, including, if appropriate, advising the Company in the preparation of an offering memorandum (it being expressly understood that the Company will remain solely responsible for such materials and all of the information contained therein);
- (iv) assisting the Client Group in evaluating indications of interest and proposals regarding any Transaction(s) from current and/or potential lenders and/or equity investors;
- (v) assisting the Client Group with the negotiation of any Transaction(s), including participating in negotiations with creditors and other parties involved in any Transaction(s);
- (vi) attending or participating in meetings of the Company's Board of Directors, creditor groups, official constituencies and other interested parties, as the Client Group and Houlihan Lokey mutually agree; and
- (vii) providing such other financial advisory and investment banking services as may be required by additional issues and developments not anticipated on the Phase II Effective Date, as described in Sections 7 and 14 of this Agreement.

2. **Exclusivity.** Commencing on the Phase II Effective Date until the termination of this Agreement, the Company agrees that neither it nor its management will initiate any discussions with a third party regarding a Transaction, except with prior consultation with Houlihan Lokey. During such period, in the event the Company or its management receives any inquiry regarding a Transaction from any party, the Company shall promptly inform Houlihan Lokey of such inquiry so that Houlihan Lokey can, if requested by the Client Group, assist the Company in evaluating such party and its interest in a Transaction and in any resulting negotiations. For the avoidance of doubt, the term "Transaction" shall not include (i) any merger, consolidation, joint venture, scheme of arrangement or other business combination pursuant to which the business of the Company is combined with that of a third party and resulting in such third party holding a majority of the capital stock of the Company or all or substantially all of the assets of the Company effectuated outside of bankruptcy, (ii) the acquisition by a third party, directly or indirectly, of a majority of the capital stock of the Company effectuated outside of bankruptcy, (iii) the acquisition by a third party, directly or indirectly, of all or substantially all of the assets, properties and or businesses of the Company effectuated outside of bankruptcy, (iv) any transaction involving equity or equity-linked securities investment in the Company by Beyond, Inc. (including, without limitation, convertible securities and preferred stock), and/or (vi) any amendment or waiver of the Company's existing credit facilities related to completion of the Company's ongoing sale process.

3. **Fees.** In connection with Phase I, Houlihan Lokey will be entitled to a flat fee of \$250,000 payable on the Effective Date. In the event that the Company elects not to engage Houlihan Lokey for the Phase II Services, the Company may terminate this Agreement without further obligation to Houlihan Lokey of any kind, except, notwithstanding any other provisions of this Agreement, with respect to indemnification and exculpation as provided in Section 18 hereof.

In consideration of Houlihan Lokey's acceptance of this engagement, if the Company provides written notice (email being sufficient) that it will engage Houlihan Lokey for Phase II Services, the Company shall pay the following:

(i) *Monthly Fees*: In addition to the other fees provided for herein, upon the Phase II Effective Date, and on every monthly anniversary thereof during the term of this Agreement until termination in accordance with Section 4, the Company shall pay Houlihan Lokey in advance, without notice or invoice, a nonrefundable cash fee of \$125,000 (“Monthly Fee”). Each Monthly Fee shall be earned upon Houlihan Lokey’s receipt thereof in consideration of Houlihan Lokey accepting the engagement of the Phase II Services and performing services as described herein. 50% of the Monthly Fees following the third (3rd) Monthly Fee paid on a timely basis to Houlihan Lokey shall be credited against the next Transaction Fee (as defined below) to which Houlihan Lokey becomes entitled hereunder (it being understood and agreed that no Monthly Fee shall be credited more than once), except that, in no event, shall such Transaction Fee be reduced below zero, and

(ii) *Transaction Fee(s)*: After the Phase II effective Date, in addition to the other fees provided for herein, the Company shall pay Houlihan Lokey the following transaction fee(s):

- a. *Amendment Transaction Fee*: Upon the closing of a Short-Term Maturity Extension (as defined below), Houlihan Lokey shall earn, and the Company shall thereupon pay to Houlihan Lokey a cash fee (“Short-Term Extension Fee”) equal to 1.50% of the principal amount of indebtedness extended. Upon the closing of a Long-Term Maturity Extension (as defined below), Houlihan Lokey shall earn, and the Company shall thereupon pay to Houlihan Lokey a cash fee (“Long-Term Extension Fee”) equal to 2.25% of the principal amount of indebtedness extended (each of the foregoing Short-Term Extension Fees and/or Long-Term Extension Fees, an “Amendment Transaction Fee”).
- b. *Financing Transaction Fee*. Upon the closing of each Financing Transaction (as defined below), Houlihan Lokey shall earn, and the Company shall thereupon pay to Houlihan Lokey directly from the gross proceeds of such Financing Transaction, as a cost of such Financing Transaction, a cash fee (“Financing Transaction Fee”) equal to the sum of: (I) 2.00% of the gross proceeds of any indebtedness raised or committed that is senior to other indebtedness of the Company, secured by a first priority lien and unsubordinated, with respect to both lien priority and payment, to any other obligations of the Company, (II) 3.50% of the gross proceeds of any indebtedness raised or committed that is secured by a lien (other than a first lien), is unsecured and/or is subordinated, and (III) 3.50% of the gross proceeds of all equity or equity-linked securities (including, without limitation, convertible securities and preferred stock) placed or committed. It is understood and agreed that if the proceeds of any such Financing Transaction are to be funded in more than one stage, Houlihan Lokey shall be entitled to its applicable compensation hereunder upon the closing date of each stage. The Financing Transaction Fee(s) shall be payable in respect of any sale of securities whether such sale has been arranged by Houlihan Lokey, by another agent or directly by the Company or any of its controlled affiliates. The fees set forth herein shall be in addition to any other fees that the Company may be required to pay to any investor or other purchaser of Securities to secure its financing commitment. The Financing Transaction Fee payable hereunder shall be subject to a \$2,000,000 minimum Financing Transaction Fee payable upon the first closing of a Financing Transaction (it being understood that the foregoing minimum is not in addition to any Financing Transaction Fee that would be calculated as a result of the formula in the first sentence of this clause (b)).
- c. *Existing Lenders*. In the event an existing lender of the Company as of the date hereof (including, for the avoidance of doubt, any affiliate funds operating under the same institution), participates in a Financing Transaction, the Financing Transaction Fee associated with such lender shall be calculated as follows: (I) with respect to the outstanding principal amount of indebtedness owed to such lender or such lender’s commitments, the lower of (A) the Financing Transaction Fee (as outlined above) or (B) the applicable Amendment Transaction Fee plus (II) with respect to any additional financing or commitment, the Financing Transaction Fee (as outlined above). In the event

a new lender participates in an Amendment Transaction, the fee applied to such new lender's portion of the loans and/or commitments shall be a Financing Transaction Fee.

- d. *Restructuring Transaction Fee.* Upon the earlier to occur of: (I) in the case of an out-of-court Restructuring Transaction (as defined below), the closing of such Restructuring Transaction, and (II) in the case of an in-court Restructuring Transaction, the date of confirmation of a plan of reorganization or liquidation under Chapter 11 or Chapter 7 of the Bankruptcy Code (as defined below) pursuant to an order of the applicable bankruptcy court, Houlihan Lokey shall earn, and the Company shall promptly pay to Houlihan Lokey, a cash fee ("Restructuring Transaction Fee") of \$3,250,000.
- e. *Sale Transaction Fee (In-Court).* Upon the closing of the Sale Transaction (as defined below) in-court, Houlihan Lokey shall earn, and the Company shall thereupon pay to Houlihan Lokey immediately and directly from the gross proceeds of such Sale Transaction, as a cost of such Sale Transaction, a cash fee ("Sale Transaction Fee") based upon Aggregate Gross Consideration ("AGC"), calculated as follows:
 - i. For AGC up to \$150,000,000 million: \$3,250,000; plus
 - ii. For AGC greater than \$150,000,000 million: 3.0% of such incremental AGC.

Any Amendment Transaction Fee, Financing Transaction Fee, Restructuring Transaction Fee, and Sale Transaction Fee is each referred to herein as a "Transaction Fee" and are collectively referred to herein as "Transaction Fees." Notwithstanding anything to the contrary contained in this Agreement, any amount invested or contributed in connection with any Transaction by any fund or investment vehicle controlled or advised by Leonard Green & Partners, L.P. or any other shareholder of the Company (as of the date of this Agreement) shall be disregarded for purposes of calculating any Transaction Fee hereunder. All payments received by Houlihan Lokey pursuant to this Agreement at any time shall become the property of Houlihan Lokey without restriction. No payments received by Houlihan Lokey pursuant to this Agreement will be put into a trust or other segregated account.

4. **Term and Termination.** Following the occurrence of the Phase II Effective Date, this Agreement shall have an initial term of three (3) months from the Phase II Effective Date, and will continue thereafter (and not terminate or expire) until terminated by Houlihan Lokey or the Company upon ten (10) days' prior written notice of termination to the other party (such notice, a "Termination Notice"). The expiration or termination of this Agreement shall not affect (i) any provision of this Agreement other than Sections 1 through 3 and (ii) Houlihan Lokey's right to receive, and the Company's obligation to pay, any and all fees, reasonable and documented out-of-pocket expenses and other amounts due, whether or not any Transaction shall be consummated prior to or subsequent to the effective date of expiration or termination, as more fully set forth in this Agreement. Notwithstanding anything to the contrary contained herein, the Monthly Fee owed by the Company will cease to accrue upon receipt of a Termination Notice provided by the Company.

In addition, if the Company provides written notice (email being sufficient) that it will engage Houlihan Lokey for Phase II Services, notwithstanding the expiration or termination of this Agreement, if Houlihan Lokey has not earned a Transaction Fee prior to or concurrent with such expiration or termination, then Houlihan Lokey shall be entitled to full payment by the Company of the Transaction Fees described in this Agreement (the "Tail Fee"): (i) so long as a Transaction is consummated within six (6) months after the date of expiration or termination of this Agreement ("Tail Period"), and/or (ii) if a definitive agreement to consummate a Transaction is executed by any entity comprising the Company during the term of this Agreement, or within the Tail Period, and such Transaction is consummated at any time following such execution with the counterparty named in such agreement, or with any affiliate or employee of, or investor in, such counterparty, or any affiliate of any of the foregoing. Notwithstanding the foregoing, Houlihan Lokey will not be entitled to the Tail Fee in the event that (a) Houlihan Lokey terminates this Agreement or (b)(i) during the term of this Agreement and prior to the time the Company enters into a definitive agreement to engage in any Transaction, Houlihan Lokey has engaged in gross negligence or willful

misconduct with respect to the engagement hereunder, (ii) within thirty (30) days after being made aware of the foregoing, the Company gives Houlihan Lokey at least five (5) day's written notice of the Company's intention to terminate this Agreement as a result thereof (a "Pre-Termination Notice"), which Pre-Termination Notice shall specify in reasonable detail the act or failure to act constituting Houlihan Lokey's gross negligence or willful misconduct, (iii) Houlihan Lokey fails to cure such specified act or failure to act within five (5) days after receipt of such Pre-Termination Notice, (iv) promptly following Houlihan Lokey's failure to cure within such time period, the Company terminates this Agreement by delivering to Houlihan Lokey a termination notice which specifies the reasons for the Company's termination of this Agreement, and (v) Houlihan Lokey is finally judicially determined by a court of competent jurisdiction to have engaged in such gross negligence or willful misconduct. For the avoidance of doubt, in no event shall Houlihan Lokey be entitled to more than one Tail Fee. This paragraph only concerns the payment of a Tail Fee to Houlihan Lokey, and nothing contained herein shall modify the terms of Section 18 or any other part of this Agreement in any respect.

5. **Transaction.** As used in this Agreement, the term "Transaction" shall mean any of the following:

- (i) *Amendment Transaction.* Any modification or amendment that extends the final maturity date and amends, waives or otherwise modifies the financial covenants or interest payment terms under that certain (a) Credit Agreement, dated as of April 6, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified, the "ABL Credit Agreement"), by and among The Container Store, Inc., the guarantors party thereto, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent and/or (b) Credit Agreement, dated as of April 6, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified, the "Term Credit Agreement"), by and among The Container Store, Inc., the guarantors party thereto, the lenders party thereto from time to time, JPMorgan Chase Bank, N.A., as administrative agent, and the other parties thereto, in each case, with respect to the final maturity date, for (x) less than or equal to two (2) years ("Short-Term Maturity Extension") or (y) greater than two (2) years ("Long-Term Maturity Extension") (each, an "Amendment Transaction").
- (ii) *Financing Transaction.* (a) Any transaction or series of related transactions that constitutes any refinancing of all or any portion of the existing obligations under the ABL Credit Agreement or the Term Credit Agreement and/or (b) the placement, raising or issuance of any form of equity, equity-linked or debt securities (including, without limitation, any convertible securities, preferred stock, unsecured, non-senior or subordinated debt securities, and/or senior notes or bank debt) or any other similar financing (any or all of which being "Securities"), from any source including, without limitation, any of the existing owners, shareholders, employees, or creditors of any entity comprising the Company (each a "Financing Transaction"). For the avoidance of doubt, (x) any ordinary course working capital facilities, overdraft facilities, capital leases and purchase money and equipment financings and (y) in connection with that certain master credit agreement dated as of March 18, 2019 by and among Elfa International AB, Nordea Bank Abp, filial i Sverige, and the other parties thereto and any amendment or refinancing thereof, shall not, in each case, constitute Securities or a Financing Transaction hereunder.
- (iii) *Restructuring Transaction.* Any transaction or series of transactions that constitute a recapitalization or restructuring of the equity and/or debt securities and/or other indebtedness, obligations or liabilities (including, without limitation, preferred stock, partnership interests, lease obligations, trade credit facilities, collective bargaining agreements and other contract or tort obligations) of any entity comprising the Company, including accrued and/or accreted interest thereon, which are outstanding as of the Effective Date, including, without limitation, interest bearing trade debt, which recapitalization or restructuring is effected pursuant to an exchange transaction, tender offer, a plan of reorganization or liquidation under the Bankruptcy Code, a solicitation of consents, waivers, acceptances or authorizations, any change of control transaction, any refinancing, sale, acquisition, merger, repurchase, exchange, conversion to

equity, cancellation, forgiveness, and/or retirement of any of the equity and/or debt securities and/or other indebtedness of any entity comprising the Company or any combination of the foregoing transactions (each a “Restructuring Transaction”).

- (iv) *Sale Transaction*. Any transaction or series of related transactions that constitute the disposition to one or more third parties (including, without limitation, any person, group of persons, partnership, corporation or other entity, and also including, among others, any of the existing owners, shareholders, employees, or creditors of any entity comprising the Company and/or the affiliates of each) in one or a series of related transactions of (a) all or a material portion of the equity securities of any entity comprising the Company or any interest held by any entity comprising the Company, any direct or indirect subsidiary or affiliate in any joint venture or partnership or other entity formed by any of them, and/or (b) any significant portion of the assets (including the assignment of any executory contracts) or operations of any entity comprising the Company or any joint venture or partnership or other entity formed by it, in either case, including, without limitation, through a sale or exchange of capital stock, options or assets with or without a purchase option, a merger, consolidation or other business combination, an exchange or tender offer, a recapitalization, the formation of a joint venture, partnership or similar entity, or any similar transaction, including, without limitation, any sale transaction under Sections 363, 1129 or any other provision of Title 11, United States Code (11 U.S.C. §§ 101 et seq.) (the “Bankruptcy Code”) (each a “Sale Transaction”).

6. **Characterization of Multiple and/or Complex Transactions.** Following the occurrence of the Phase II Effective Date, in the event the Company and Houlihan Lokey are unable to agree in good faith upon the classification of any single Transaction as an Amendment Transaction, Financing Transaction, Restructuring Transaction, or Sale Transaction, or if a single Transaction with only one third party shall consist of two, or more, of the foregoing types of Transactions, or elements thereof, Houlihan Lokey shall receive only one Transaction Fee in respect of such Transaction (the “Compromise Transaction Fee”), which shall be equal to the greatest of the Amendment Transaction Fee, Financing Transaction Fee, Restructuring Transaction Fee, or Sale Transaction Fee, as applicable, as calculated in accordance with the terms of this Agreement. In the event the Company and Houlihan Lokey are unable to agree in good faith upon the classification of related events as single or multiple Transactions, Houlihan Lokey shall receive one Transaction Fee in respect of any such Transaction, calculated consistently with the foregoing sentence; *provided that* if Houlihan Lokey asserts the existence of a separate new money Financing Transaction (with a distinct third party and solely with respect to the new-money financing raised) that is not the basis of another Transaction Fee, Houlihan Lokey shall also receive a Financing Transaction Fee of which thirty percent (30%) shall be credited against the applicable Compromise Transaction Fee.

7. **Reasonableness of Fees.** The parties also acknowledge that this engagement will require a substantial professional commitment of time and effort by Houlihan Lokey. Moreover, the amount of time and effort may vary substantially during different periods of the engagement. As a result, in order to ensure the availability of all necessary professional resources, whenever required, Houlihan Lokey may be foreclosed from pursuing other alternative engagement opportunities. In light of the foregoing, and given: (i) the numerous issues which can currently be anticipated in engagements such as this, (ii) Houlihan Lokey’s commitment to the variable level of time and effort necessary to address such issues, (iii) the expertise and capabilities of Houlihan Lokey that will be required in this engagement, and (iv) the market rate for Houlihan Lokey’s services of this nature, the parties agree that the fee arrangement provided for herein is reasonable, fairly compensates Houlihan Lokey, and provides the requisite certainty to the Company. The parties further agree and acknowledge that: (a) additional issues and developments, not currently anticipated, may arise and have an impact upon the services to be rendered by Houlihan Lokey hereunder, and may result in substantially more work and/or services being performed by Houlihan Lokey than is anticipated at this time, and (b) as a result of such unanticipated issues and/or developments, the results of Houlihan Lokey’s services under this Agreement may also be substantially more beneficial than anticipated at this time. Accordingly, in the event of the occurrence of (a) and/or (b), in the prior sentence, each of the parties to this Agreement may, at the conclusion of the services rendered by Houlihan Lokey pursuant hereto, agree to a modification of the Transaction Fees described herein to more appropriately

reflect the actual work performed, services rendered and/or any extraordinary results achieved by Houlihan Lokey pursuant to its engagement hereunder.

8. **Expenses.** In addition to all of the other fees and expenses described in this Agreement, and regardless of whether any Transaction is consummated, the Company shall, upon Houlihan Lokey's request, reimburse Houlihan Lokey for its reasonable and documented out-of-pocket expenses incurred from time to time in connection with its services hereunder, but in no event greater than \$50,000 without the Company's prior approval (it being understood that Houlihan Lokey shall provide notice and the Company shall approve of each \$50,000 increment of such expenses), which approval shall not be unreasonably withheld (provided that such limitation shall not affect the Company's obligations to otherwise pay such expenses under this Agreement). Houlihan Lokey bills its clients for its reasonable and documented out-of-pocket expenses including, but not limited to (i) travel-related and certain other expenses, without regard to volume-based or similar credits or rebates Houlihan Lokey may receive from, or fixed-fee arrangements made with, travel agents, airlines or other vendors, and (ii) research, database and similar information charges paid to third party vendors, and reprographics expenses, to perform client-related services that are not capable of being identified with, or charged to, a particular client or engagement in a reasonably practicable manner, based upon a uniformly applied monthly assessment or percentage of the fees due to Houlihan Lokey.

Houlihan Lokey shall, in addition, be reimbursed by the Company for the reasonable and documented fees and expenses of Houlihan Lokey's outside legal counsel incurred in connection with the negotiation and performance of this Agreement and the matters contemplated hereby, but in no event greater than \$50,000 without the Company's prior approval (it being understood that Houlihan Lokey shall provide notice and the Company shall approve of each \$50,000 increment of such expenses), which approval shall not be unreasonably withheld (provided that such limitation shall not affect the Company's obligations to otherwise pay such expenses under this Agreement).

9. **Invoicing and Payment.** All amounts payable to Houlihan Lokey shall be made in lawful money of the United States in accordance with the payment instructions set forth on the invoice provided with this Agreement, or to such accounts as Houlihan Lokey shall direct, and the Company shall provide contemporaneous written notice of each such payment to Houlihan Lokey. All amounts invoiced by Houlihan Lokey shall be exclusive of value added tax, withholding tax, sales tax and any other similar taxes ("Taxes"). All amounts charged by Houlihan Lokey will be invoiced together with Taxes where appropriate.

10. **Information.** The Company will provide Houlihan Lokey with access to management and other representatives of the Company and other participants in any Transaction, as reasonably requested by Houlihan Lokey. The Company will furnish Houlihan Lokey with such information as Houlihan Lokey may reasonably request for the purpose of carrying out its engagement hereunder, all of which will be, to the Company's knowledge, accurate and complete at the time furnished. In addition, with respect to financial forecasts and projections that may be furnished to or discussed with Houlihan Lokey by the Company or any other entity, Houlihan Lokey will be entitled to assume that such financial forecasts and projections have been or will be reasonably prepared in good faith on bases reflecting the best currently available estimates and judgments of the Company's or such other entity's management, as the case may be, as to the matters covered thereby. The Company will use commercially reasonable efforts to promptly notify Houlihan Lokey in writing if the Company discovers any material inaccuracy or misstatement in, or material omission from, any information previously delivered to, or discussed with, Houlihan Lokey, or any materials provided to any interested party. Houlihan Lokey shall rely, without independent verification, on the accuracy and completeness of all information that is publicly available and of all information furnished by or on behalf of the Company or any other potential party to any Transaction or otherwise reviewed by, or discussed with, Houlihan Lokey. The Client Group understands and agrees that Houlihan Lokey will not be responsible for the accuracy or completeness of such information, and shall not be liable for any inaccuracies or omissions therein. The Client Group acknowledges that Houlihan Lokey has no obligation to conduct any appraisal of any assets or liabilities of the Company or any other party or to evaluate the solvency of any party under any applicable laws relating to bankruptcy, insolvency or similar

matters. Houlihan Lokey's role in reviewing any information is limited solely to performing such a review as it shall deem necessary to support its own advice and analysis and shall not be on behalf of any other party. Any advice (whether written or oral) rendered by Houlihan Lokey pursuant to this Agreement is intended solely for the use of the Board of Directors of The Container Store (solely in its capacity as such) and Counsel (in its capacity as counsel to The Container Store) in evaluating a Transaction, and such advice may not be relied upon by any other person or entity or used for any other purpose. Any advice rendered by, or other materials prepared by, or any communication from, Houlihan Lokey may not be disclosed, in whole or in part, to any third party, or summarized, quoted from, or otherwise referred to in any manner without the prior written consent of Houlihan Lokey, with such consent not to be unreasonably withheld. In addition, neither Houlihan Lokey nor the terms of this Agreement may otherwise be referred to without our prior written consent. Notwithstanding the two immediately preceding sentences, any member of the Client Group may furnish the information described therein in response to any subpoena, court order, or similar legal demand, provided that prompt prior written notice thereof (to the extent legally permissible) shall be given to Houlihan Lokey so that Houlihan Lokey may seek a protective order or other appropriate remedy, and, if Houlihan Lokey fails to obtain such remedy, the Company may disclose only that information which its legal counsel advises it is legally compelled to disclose.

11. **Confidential Information.** Houlihan Lokey acknowledges that, in connection with the services to be provided pursuant to this Agreement, certain confidential, non-public and proprietary information concerning the Company and the Transaction ("Confidential Information") has been or may be disclosed by the Company to Houlihan Lokey, any of its affiliates, or any of their respective agents, advisors, accountants, attorneys, employees, subcontractors, officers, directors and other representatives (collectively, "Representatives"). Houlihan Lokey agrees on behalf of itself and its Representatives that, without the Company's prior consent, no Confidential Information will be disclosed, in whole or in part, to any other party (other than to any potential party to a Transaction approved in advance by the Company and to those Representatives who need access to any Confidential Information for purposes of performing the services to be provided hereunder, or as may be required by law or regulatory authority). The term "Confidential Information" does not include any information: (a) that was already in the possession of Houlihan Lokey or any of its Representatives, or that was available to Houlihan Lokey or any of its Representatives on a non-confidential basis, prior to the time of disclosure to Houlihan Lokey or such Representatives; (b) obtained by Houlihan Lokey or any of its Representatives from a third party which, insofar as is known to Houlihan Lokey or such Representatives, is not subject to any prohibition against disclosure; (c) which was or is independently developed by Houlihan Lokey or any of its Representatives without violating any confidentiality obligations under this paragraph; or (d) which was or becomes generally available to the public through no fault of Houlihan Lokey or any of its Representatives. If Houlihan Lokey becomes required by applicable law, legal process or requested by regulatory authority to disclose any Confidential Information, prompt prior written notice thereof (to the extent legally permissible) shall be given to the Company (provided that no notification shall be required in respect of any disclosure to regulatory authorities having jurisdiction over Houlihan Lokey) so that the Company may seek a protective order or other appropriate remedy, and, if the Company fails to obtain such remedy, then Houlihan Lokey may disclose only that information which its legal counsel advises it is legally compelled to disclose. Houlihan Lokey shall not use the Confidential Information except in connection with its services to the Company. The obligations of Houlihan Lokey and its Representatives set forth in this paragraph shall remain in effect for a period of two years after the Phase II Effective Date.

12. **Additional Provisions Regarding Financing Transaction.** The Company authorizes Houlihan Lokey to provide an information memorandum (or similar document) (as such document may be amended or supplemented and including any information incorporated therein by reference, the "Information Memorandum") and other pertinent information to prospective investors and other purchasers which are approved by the Company in writing. The Company will be solely responsible for the contents of the Information Memorandum and any and all other written or oral communications provided by or on behalf of the Company to any actual or prospective investor or other purchaser. The Company represents and warrants that the Information Memorandum and such other communications will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

If an event occurs as a result of which the Information Memorandum (as then supplemented or amended) would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, the Company will promptly notify Houlihan Lokey of such event and Houlihan Lokey will suspend solicitations of prospective investors and other purchasers until such time as the Company prepares (and the Company agrees that, if the solicitation of prospective investors and other purchasers has been so suspended after the Company has accepted orders from prospective investors or other purchasers, the Company will promptly prepare) a supplement or amendment to the Information Memorandum which corrects such statement(s) or omission(s). The Company will (i) make available to each bona fide offeree of the Securities such information (in addition to that contained in the Information Memorandum) concerning the offering of the Securities, the Company and any other relevant matters, and (ii) provide each bona fide offeree a reasonable opportunity to ask questions of, and receive answers from, the officers and employees of the Company concerning the terms and conditions of the offering of the Securities.

The Company acknowledges that closing of a Financing Transaction is subject, among other factors, to acceptable documentation, market conditions, and satisfaction of the conditions set forth in one or more agreements to be entered into with any financier, lender, investor or other purchaser of Securities. It is expressly understood that this engagement does not constitute any commitment, express or implied, on the part of Houlihan Lokey to (a) acquire, and does not ensure the successful placement of, any portion of the Securities, (b) secure any other financing on behalf of any person or entity, or (c) ensure that any agreements are executed by any financier, lender, investor or other prospective purchaser of Securities or guarantee the obligations of any such party. The Company further acknowledges and agrees that Houlihan Lokey is not acting as an underwriter of the Securities and shall have no responsibility or obligation to underwrite the Securities.

In connection with all offers and sales of any Securities (for the avoidance of doubt, other than any term loan, revolving loan or bank debt (collectively, the "Bank Debt")) in a Financing Transaction, the Company will cause to be delivered to Houlihan Lokey a copy of any opinions of counsel that have been provided to investors or other purchasers of such Securities. The Company also will cause to be furnished to Houlihan Lokey at or after each closing of a sale of Securities (other than Bank Debt) copies of such agreements, opinions, certificates and other documents (including, without limitation, accountant's letters) provided to the investors in such sale as Houlihan Lokey may reasonably request; provided that nothing herein shall obligate (a) any person issuing such opinion, certificate or other document to address such document to Houlihan Lokey or to allow reliance thereon by Houlihan Lokey (it being understood that if Houlihan Lokey is acting as a placement agent in connection with the offer and sale of any Securities (other than Bank Debt), then Houlihan Lokey may request that the closing legal opinions (excluding any Rule 10b-5 negative assurance letter) issued in connection therewith be addressed to Houlihan Lokey or permit their reliance thereon) or (b) the Company to furnish any document in violation of applicable confidentiality provisions applicable thereto or in violation of restrictions on furnishing such document to third parties without the consent of the person issuing such document. The Company hereby acknowledges and agrees that Houlihan Lokey shall be entitled to rely upon the representations and warranties made (whether pursuant to a subscription agreement or in any other format) to investors or other purchasers of Securities (other than Bank Debt) and the Company shall be deemed to have made such representations and warranties to and for the benefit of Houlihan Lokey.

It is understood that the offer and sale of any Securities (other than Bank Debt) in a Financing Transaction will be exempt from the registration requirements of the Securities Act of 1933, as amended (the "Act"), pursuant to Section 4(a)(2) thereof. The Company has not taken, and will not take, any action, directly or indirectly, so as to cause the transactions contemplated by this Agreement to fail to be entitled to exemption under Section 4(a)(2) of the Act. The Company will promptly from time to time take such reasonable action as necessary to qualify the Securities (other than Bank Debt) as a private placement under the securities laws of such States and foreign jurisdictions as any prospective investor or other purchaser may reasonably request and will comply with applicable laws. The Company shall cause the issuer of the Securities (other than Bank Debt) to offer and sell the Securities (other than Bank Debt) only to investors and other purchasers of the Securities (other than Bank Debt) that they reasonably believe to be (a)

“accredited investors”, as defined in Rule 501 of Regulation D under the Act, (b) “qualified institutional buyers”, as defined in Rule 144A under the Act, and/or (c) not “US Persons” in offshore transactions, as defined in Regulation S under the Act. To the extent the Company (acting on advice from counsel) deems reasonably necessary or appropriate, the Company will cause the issuer of the Securities (other than Bank Debt) to file in a timely manner with the Securities and Exchange Commission (the “SEC”) and/or each other regulatory authority any notices or other filings with respect to the Securities (other than Bank Debt) if and to the extent required by Rule 503 of Regulation D under the Act and/or other applicable law or regulation and will upon request furnish to Houlihan Lokey a signed copy of each such notice or filing promptly after its submission.

Notwithstanding anything in this Agreement to the contrary, this Section 12 shall only apply after the occurrence of the Phase II Effective Date.

13. **Limitations on Services as Advisor.** Houlihan Lokey's services are limited to those specifically provided in this Agreement, or subsequently agreed upon in writing by the parties hereto. Houlihan Lokey shall have no obligation or responsibility for any other services including, without limitation, any crisis management or business consulting services related to, among other things, the implementation of any operational, organizational, administrative, cash management, profitability or liquidity improvements or similar activities. Houlihan Lokey makes no representation or warranty about the Company's ability to (i) successfully improve its operations, (ii) maintain or secure sufficient liquidity to operate its business, or (iii) successfully complete a Transaction. The parties understand that Houlihan Lokey is being engaged hereunder as an independent contractor to provide the services hereunder solely to the Client Group, and that Houlihan Lokey is not acting as an agent or fiduciary of the Company, its security holders or creditors, Counsel, or any other person or entity in connection with this engagement, and the Company and Counsel each agrees that it shall not make, and hereby waives, any claim based on an assertion of such an agency or fiduciary relationship. In performing its services pursuant to this Agreement, Houlihan Lokey is not assuming any responsibility for the Client Groups' decision on whether to pursue, endorse or support any business strategy, or to effect, or not to effect, any Transaction(s), which decision shall be made by the Company in its sole discretion. Any duties of Houlihan Lokey arising by reason of this Agreement or as a result of the services to be rendered by Houlihan Lokey hereunder will be owed solely to the Client Group.

14. **Additional Services.** To the extent Houlihan Lokey is requested by any member of the Client Group to perform any financial advisory or investment banking services which are not within the scope of this engagement, the Company shall pay Houlihan Lokey such fees as shall be mutually agreed upon by the parties hereto in writing, in advance, depending on the level and type of services required, and such fees shall be in addition to the fees and expenses described hereinabove. In addition, commencing on the Phase II Effective Date and during the Tail Period (to the extent that this Agreement was not terminated (i) at the election of Houlihan Lokey and/or (ii) by the Company pursuant to the second sentence of the second paragraph of Section 4 of this Agreement), the Company shall offer Houlihan Lokey the right to act as exclusive financial advisor in connection with any transaction or series of transactions that constitute a recapitalization or restructuring of the equity and/or debt securities and/or other indebtedness, obligations or liabilities of any entity comprising the Company, which recapitalization or restructuring is effected pursuant to an exchange transaction, tender offer, a plan of reorganization, or liquidation under the Bankruptcy Code, including, without limitation, any sale transaction under Sections 363, 1129 or any other provision under the Bankruptcy Code, conversion to equity, cancellation, forgiveness, and/or retirement of any of the equity and/or debt securities and/or other indebtedness of any entity comprising the Company or any combination of the foregoing transactions (collectively, a “Restructuring Transaction”). In the event a Restructuring Transaction is pursued by the Company, Houlihan Lokey and the Company shall negotiate in good faith mutually acceptable terms to perform the additional financial advisory services to be provided, and in the event mutually acceptable terms are not agreed upon, the Company has the right to seek alternative advisors with respect to a Restructuring Transaction. For the avoidance of doubt, the additional services referred to in this paragraph shall exclude any transaction associated with the Company's engagement in effect as of the date of this agreement with J.P. Morgan Securities LLC. If Houlihan Lokey agrees to act in any such capacity, the Company and Houlihan Lokey will enter into an appropriate form of agreement (or amendment hereto) relating to the type of transaction involved and containing customary

terms and conditions. The Company acknowledges that this Agreement is neither an express nor an implied commitment by Houlihan Lokey to act in any such capacity, which commitment shall only be set forth in a separate agreement.

15. **Required Services.** If Houlihan Lokey is required by subpoena, court process or order to render services not described herein, but which relate directly or indirectly to the subject matter of this Agreement (including, but not limited to, producing documents, answering interrogatories, attending depositions, giving expert or other testimony), the Company shall pay Houlihan Lokey additional fees to be mutually agreed upon for such services, plus reasonable and documented related out-of-pocket costs and expenses, including, among other things, the reasonable and documented legal fees and expenses of Houlihan Lokey's outside counsel in connection therewith.

16. **Credit.** After the announcement or closing of any Transaction, Houlihan Lokey may, at its own expense, place announcements on its corporate website and in financial and other newspapers and periodicals (such as a customary "tombstone" advertisement, including the Company's logo or other identifying marks) describing its services in connection therewith. The content of any such announcement shall be subject to the Company's prior approval, which approval shall not be unreasonably withheld. Furthermore, if requested by Houlihan Lokey, the Company agrees that in any press release announcing any Transaction, the Company will include in such press release a mutually acceptable reference to Houlihan Lokey's role as financial advisor to the Company with respect to such Transaction. Counsel's name or logo shall not be used for promotional or advertising purposes without Counsel's prior written consent.

17. **Choice of Law; Jury Trial Waiver; Jurisdiction.** **THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN NEW YORK. THIS AGREEMENT AND ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. EACH PARTY HERETO (ON ITS OWN BEHALF AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF ITS EQUITY HOLDERS) IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF THE ENGAGEMENT OF HOULIHAN LOKEY PURSUANT TO, OR THE PERFORMANCE BY HOULIHAN LOKEY OF THE SERVICES CONTEMPLATED BY, THIS AGREEMENT. REGARDLESS OF ANY PRESENT OR FUTURE DOMICILE OR PRINCIPAL PLACE OF BUSINESS OF THE PARTIES HERETO, EACH PARTY HEREBY IRREVOCABLY CONSENTS AND AGREES THAT ANY CLAIMS OR DISPUTES BETWEEN OR AMONG THE PARTIES HERETO ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) SHALL BE BROUGHT AND MAINTAINED IN ANY FEDERAL OR STATE COURT OF COMPETENT JURISDICTION SITTING IN THE COUNTY OF NEW YORK IN THE STATE OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, WHICH COURTS SHALL HAVE EXCLUSIVE JURISDICTION OVER THE ADJUDICATION OF SUCH MATTERS, AND AGREES TO VENUE IN SUCH COURTS; PROVIDED THAT SUCH CONSENT AND AGREEMENT SHALL NOT BE DEEMED TO REQUIRE ANY BANKRUPTCY CASE INVOLVING THE COMPANY TO BE FILED IN SUCH COURTS, AND IF THE COMPANY BECOMES A DEBTOR UNDER CHAPTER 11 OF THE BANKRUPTCY CODE, DURING ANY SUCH CASE, ANY CLAIMS MAY ALSO BE HEARD AND DETERMINED BEFORE THE BANKRUPTCY COURT. EACH PARTY FURTHER IRREVOCABLY SUBMITS AND CONSENTS IN ADVANCE EXCLUSIVELY TO SUCH JURISDICTION AND VENUE IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURTS, AND HEREBY WAIVES IN ALL RESPECTS ANY CLAIM OR OBJECTION WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS. THE COMPANY AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, SUIT OR CLAIM BROUGHT IN ANY OF THE COURTS REFERRED TO**

ABOVE SHALL BE CONCLUSIVE AND BINDING UPON IT AND MAY BE ENFORCED IN ANY OTHER COURTS HAVING JURISDICTION OVER IT BY SUIT UPON SUCH JUDGMENT. THE COMPANY IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ALL SUCH DISPUTES BY THE MAILING OF COPIES OF SUCH PROCESS TO THE COMPANY AT 500 FREEPORT PKWY, COPPELL, TX 75019 .

18. **Indemnification and Exculpation.** As a material part of the consideration for the agreement of Houlihan Lokey to furnish its services under this Agreement, the Company agrees (i) to indemnify and hold harmless each HL Party (as defined below), to the fullest extent lawful, from and against any and all losses, claims, damages or liabilities (or actions in respect thereof), joint or several, arising out of or related to Houlihan Lokey's engagement under, or any matter referred to in, this Agreement, and (ii) to reimburse each HL Party for all reasonable and documented out-of-pocket expenses (including, without limitation, the reasonable and documented fees and expenses of outside counsel) as they are incurred in connection with investigating, preparing, pursuing, defending, settling, compromising or otherwise becoming involved in any action, suit, dispute, inquiry, investigation or proceeding, pending or threatened, brought by or against any person or entity (including, without limitation, any shareholder or derivative action or any claim to enforce this Agreement), arising out of or related to Houlihan Lokey's engagement under, or any matter referred to in, this Agreement. However, the Company shall not be liable under the foregoing indemnification provision to the extent any loss, claim, damage or liability which arises out of any action or failure to act by such HL Party (other than an action or failure to act undertaken at the specific written request or with the prior written consent of the Company or Counsel) and is finally judicially determined by a court of competent jurisdiction to have resulted primarily from the actual fraud, willful misconduct or gross negligence of such HL Party.

If for any reason the foregoing indemnification or reimbursement is unavailable to any HL Party or insufficient to fully indemnify any HL Party or hold it harmless in respect of any losses, claims, damages, liabilities or expenses referred to in subsections (i) or (ii) of such indemnification or reimbursement provisions, then the Company shall contribute to the amount paid or payable by such HL Party as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and Houlihan Lokey, on the other hand, in connection with the matters contemplated by this Agreement. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then the Company shall contribute to such amount paid or payable by such HL Party in such proportion as is appropriate to reflect not only such relative benefits, but also the relative fault of the Company (and its affiliates, and their respective directors, employees, agents and other advisors), on the one hand, and such HL Party, on the other hand, in connection therewith, as well as any other relevant equitable considerations. Notwithstanding the foregoing, in no event shall the HL Parties be required to contribute an aggregate amount in excess of the amount of fees actually received by Houlihan Lokey from the Company pursuant to this Agreement, except, with respect to an HL Party, to the extent of any losses, claims, damages, liabilities or expenses that are finally judicially determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such HL Party. Relative benefits received by the Company, on the one hand, and Houlihan Lokey, on the other hand, shall be deemed to be in the same proportion as (i) the total value paid or received or contemplated to be paid or received by the Company, and its security holders, creditors, and other affiliates, as the case may be, pursuant to the transaction(s) (whether or not consummated) contemplated by the engagement hereunder, bears to (ii) the fees received by Houlihan Lokey under this Agreement. The Client Group shall not settle, compromise or consent to the entry of any judgment in or otherwise seek to terminate any pending or threatened action, suit, dispute, inquiry, investigation or proceeding arising out of or related to Houlihan Lokey's engagement under, or any matter referred to in, this Agreement (whether or not an HL Party is an actual or potential party thereto), or participate in or otherwise facilitate any such settlement, compromise, consent or termination by or on behalf of any person or entity, unless such settlement, compromise, consent or termination contains a release of the HL Parties reasonably satisfactory in form and substance to Houlihan Lokey.

The Company further agrees that neither Houlihan Lokey nor any other HL Party shall have any liability (whether direct or indirect and regardless of the legal theory advanced) to the Company or any

person or entity asserting claims on behalf of or in right of the Company arising out of or related to Houlihan Lokey's engagement under, or any matter referred to in, this Agreement, except to the Company for losses, claims, damages or liabilities incurred by the Company which arise out of any action or failure to act by such HL Party (other than an action or failure to act undertaken at the specific written request or with the prior written consent of the Company or Counsel) and are finally judicially determined by a court of competent jurisdiction to have resulted primarily from the actual fraud, willful misconduct or gross negligence of such HL Party, and no HL Party shall have any liability whatsoever to Counsel or any other person or entity.

The Company shall cause any new company or entity that may be formed by the Company, for any purpose, to agree to all of the obligations in this Section to Houlihan Lokey in accordance with the foregoing provisions. Prior to entering into any agreement or arrangement with respect to, or effecting, any (i) merger, statutory exchange or other business combination or proposed sale, exchange, dividend or other distribution or liquidation of all or a significant portion of its assets, or (ii) significant recapitalization or reclassification of its outstanding securities that does not directly or indirectly provide for the assumption of the obligations of the Company set forth in this Agreement, the Company will notify Houlihan Lokey in writing thereof (if not previously so notified) and, if requested by Houlihan Lokey, shall use commercially reasonable efforts to arrange in connection therewith alternative means of providing for the obligations of the Company set forth in this Agreement, including the assumption of such obligations by another party, insurance, surety bonds, the creation of an escrow, or other credit support arrangements, in each case in an amount and upon terms and conditions reasonably satisfactory to Houlihan Lokey.

The indemnity, reimbursement, and other obligations and agreements of the Company set forth herein (i) shall, for the avoidance of doubt, apply to any services provided by Houlihan Lokey in connection with this Agreement prior to the Effective Date, and to any modifications of this Agreement agreed in writing by the parties hereto, and (ii) shall be in addition to any obligation or liability which the Company may otherwise have to any HL Party. The Company agrees that Houlihan Lokey would be irreparably injured by any breach of any such obligations or agreements, that money damages alone would not be an adequate remedy for any such breach and that, in the event of any such breach, Houlihan Lokey shall be entitled, in addition to any other remedies, to injunctive relief and specific performance.

Notwithstanding anything in the Agreement to the contrary, in no event shall Counsel or any affiliate, attorney, partner, member, or employee thereof be liable in any capacity for any amounts or other obligations owed by the Company to Houlihan Lokey in connection with this engagement and this Agreement, including, without limitation, any of Houlihan Lokey's retainer, invoices, expenses, costs, or indemnities under this engagement and this Agreement.

For purposes of this Agreement, the term "HL Parties" shall mean Houlihan Lokey and its affiliates, and their respective past, present and future directors, officers, partners, members, employees, agents, representatives, advisors, subcontractors and controlling persons (each, an "HL Party").

19. **Aggregate Gross Consideration ("AGC")**. For the purpose of calculating the Sale Transaction Fee, the AGC shall be the gross proceeds and other consideration paid to, or received by, or to be paid to or received by, any entity comprising the Company, or any of its equity or debt holders, or other parties in interest, including, without limitation, holders of warrants and convertible securities, and holders of options or stock appreciation rights, whether or not vested (collectively "Constituents"), in connection with the relevant Sale Transaction. Such proceeds and consideration shall be deemed to include, without limitation: amounts in escrow and any deposits or other amounts forfeited by any investor; cash, notes, securities, and other property; payments made in installments; amounts payable under consulting agreements, above-market employment contracts, non-compete or severance agreements, consulting contracts or similar arrangements with any equity holder; Contingent Payments (as defined below); and/or insurance proceeds upon the occurrence of an insurable event that diminishes the value of the Company. Upon the closing of a Sale Transaction in which less than 100% of the ownership of the equity interests are sold, the AGC shall be calculated as if 100% of the ownership of the equity interests of the Company on a fully diluted basis had been sold by dividing (i) the total consideration, whether in cash, securities, notes or other forms of

consideration, received or receivable by the Company and/or its Constituents by (ii) the percentage of ownership which is sold. If, in the Sale Transaction, no consideration is being paid in respect of the existing equity, AGC of the retained equity shall be determined by the good faith agreement of the parties as to the value of such retained equity implied by the Sale Transaction. In addition, if any of the liabilities of any entity comprising the Company are assumed, decreased, reinstated, satisfied or otherwise paid off in conjunction with a Sale Transaction (by any entity comprising the Company or any investor, in the form of "cure" payments or otherwise), or any of the assets of any entity comprising the Company are sold or otherwise transferred outside of the Company's ordinary course of business to another party prior to the closing of a Sale Transaction (including, without limitation, any dividends or distributions paid to security holders or amounts paid to repurchase any securities) or are retained by any entity comprising the Company after the closing of the Sale Transaction, the AGC will be increased to reflect the face value of any such liabilities and the fair market value of any such assets. For purposes of calculating the Sale Transaction Fee, the term "Contingent Payments" shall mean the consideration received or receivable by the Company, or any of its Constituents and/or any other parties in the form of deferred performance-based payments, "earn-outs", or other contingent payments based upon the future performance of any entity comprising the Company, or any of its businesses or assets.

20. **Value of Consideration.** For the purpose of calculating the AGC received in a Sale Transaction, any securities, other than a promissory note, will be valued at the time of the closing of the Sale Transaction, without regard to any restrictions on transferability, as follows: (i) if such securities are traded on a stock exchange, the securities will be valued at the average last sale or closing price for the ten trading days immediately prior to the closing of the Sale Transaction, (ii) if such securities are traded primarily in over-the-counter transactions, the securities will be valued at the mean of the closing bid and asked quotations similarly averaged over a ten trading day period immediately prior to the closing of the Sale Transaction, and (iii) if such securities have not been traded prior to the closing of the Sale Transaction, Houlihan Lokey and the Company shall negotiate in good faith to agree on a fair valuation thereof, without regard to any restrictions on transferability, for the purposes of calculating the AGC. For any lease payments and other consideration that is not freely tradable or has no established public market, if the consideration utilized consists of property other than securities, then the value of such property shall be the fair market value thereof as determined in good faith by Houlihan Lokey and the Company. If any consideration to be paid is computed in any foreign currency, the value of such foreign currency shall, for purposes hereof, be converted into U.S. dollars at the prevailing exchange rate on the date or dates on which such consideration is payable. The value of any purchase money or other promissory notes shall be deemed to be the face amount thereof. In the event the AGC includes any Contingent Payments, Houlihan Lokey's Sale Transaction Fee shall be calculated based on the value of such Contingent Payments as of closing, as mutually agreed upon by the parties acting in good faith. If the parties cannot reach such an agreement, an additional Sale Transaction Fee shall be paid to Houlihan Lokey from, and on account of, such Contingent Payments at the same time that each of such Contingent Payments are received regardless of any prior termination or expiration of this Agreement. Each such additional Sale Transaction Fee shall be calculated pursuant to the provisions of this Agreement based upon the amount of each such Contingent Payment.

21. **Bankruptcy Court Approval.** In the event that the Company is or becomes a debtor under Chapter 11 of the Bankruptcy Code, whether voluntarily or involuntarily, the Company shall seek an order authorizing the employment of Houlihan Lokey pursuant to the terms of this Agreement, as a professional person pursuant to, and subject to the standard of review of, Sections 327(a) and 328(a) of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and applicable local rules and orders, and Houlihan Lokey's employment hereunder shall not be subject to any other standard of review, including under Section 330 of the Bankruptcy Code. In so agreeing to seek Houlihan Lokey's retention under Section 328(a) of the Bankruptcy Code, the Company acknowledges the reasonableness of Houlihan Lokey's fee and expense reimbursement arrangement (as set forth more fully in Section 7 hereof). The Company shall submit Houlihan Lokey's employment application as soon as practicable following the Company's filing of a voluntary Chapter 11 case, or the entry of an order for relief in any involuntary case filed against the Company, and use its best efforts to cause such application to be considered on the most expedited basis. The employment application and the proposed order authorizing employment of Houlihan Lokey shall be provided to Houlihan Lokey as much in advance of any Chapter 11 filing as is practicable,

and must be acceptable to Houlihan Lokey in its sole discretion. Following entry of the order authorizing the employment of Houlihan Lokey, the Company shall pay all fees and expenses due pursuant to this Agreement, as approved by the court having jurisdiction of the bankruptcy case involving the Company (the "Bankruptcy Court"), as promptly as possible in accordance with the terms of this Agreement and applicable orders of such Bankruptcy Court, the Bankruptcy Code, the Bankruptcy Rules and applicable local rules and orders, and will work with Houlihan Lokey to promptly file any and all necessary applications regarding such fees and expenses (including, without limitation, interim fees and final fees) with the Bankruptcy Court.

The Company agrees that Houlihan Lokey's post-petition compensation as set forth herein and payments made pursuant to the expense reimbursement and indemnification provisions of this Agreement shall be entitled to priority as expenses of administration under sections 503(b)(1)(A), 503(b)(2) and 507(a)(2) of the Bankruptcy Code, and shall be entitled to the benefits of any "carve-outs" for professional fees and expenses (which carve-outs shall be adequate to enable the Company to pay Houlihan Lokey's fees and expenses, fully and promptly) in effect pursuant to one or more financing or cash collateral orders entered by the Bankruptcy Court in accordance with the terms thereof, provided, however, that the form of documentation to be used to satisfy the foregoing obligations of the Company shall be acceptable to Houlihan Lokey in its sole discretion. The Company will use its best efforts to ensure that any sale order, debtor-in-possession financing order, cash collateral order, adequate protection order and/or similar order entered in any bankruptcy case involving the Company (i) permits the use of sale, financing and cash collateral proceeds for the full and prompt payment of all of Houlihan Lokey's fees and expenses contemplated hereby (including, without limitation, all fees contingent upon the occurrence of any Transaction) and (ii) contains the agreements by the Company's lenders (or parties whose cash collateral is being used) that Houlihan Lokey's fees and expenses will be paid at the times and from the sources specified herein. If such orders and carve-outs are or become insufficient to provide the foregoing assurances, Houlihan Lokey shall then have no obligation to provide further services under this Agreement.

Houlihan Lokey shall have no obligation to provide services under this Agreement in the event that the Company becomes a debtor under the Bankruptcy Code unless the foregoing authorizations, including authorization to employ Houlihan Lokey under Section 328(a) of the Bankruptcy Code, are granted by final order of the Bankruptcy Court that is no longer subject to appeal, rehearing, reconsideration or petition for certiorari and is acceptable to Houlihan Lokey in all respects. If such an order is not obtained, or is later reversed, vacated, stayed or set aside for any reason, Houlihan Lokey may terminate this Agreement, and the Company shall reimburse Houlihan Lokey for all fees and reasonable expenses incurred prior to the date of such termination, subject to any requirements of the Bankruptcy Code, the Bankruptcy Rules, applicable orders of such Bankruptcy Court and applicable local rules and orders. Prior to commencing a Chapter 11 case, the Company shall pay all amounts due and payable to Houlihan Lokey in cash. No fee payable to any other person, by the Company or any other party, shall reduce or otherwise affect any fee payable hereunder to Houlihan Lokey.

The Company will use its best efforts to ensure that, to the fullest extent permitted by law, any confirmed plan in any bankruptcy case involving the Company contains typical and customary release provisions (both from the Company and from third parties) and exculpation provisions releasing, waiving and forever discharging the HL Parties (as defined below) from any claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action and liabilities related to the Company or the engagement described in this Agreement. The terms of this Section are solely for the benefit of Houlihan Lokey, and may be waived, in whole or in part, only by Houlihan Lokey.

22. **Miscellaneous.** This Agreement shall be binding upon the parties hereto and their respective successors, heirs and assigns and any successor, heir or assign of any substantial portion of such parties' respective businesses and/or assets, including any Chapter 11 or Chapter 7 trustee appointed on behalf of the Company.

Nothing in this Agreement, express or implied, is intended to confer or does confer on any person or entity, other than the parties hereto, the HL Parties and each of their respective successors, heirs and

assigns, any rights or remedies (directly or indirectly as a third party beneficiary or otherwise) under or by reason of this Agreement or as a result of the services to be rendered by Houlihan Lokey hereunder.

This Agreement is the complete and exclusive statement of the entire understanding of the parties regarding the subject matter hereof, and supersedes all previous agreements or understandings regarding the same, whether written or oral. This Agreement may not be amended, and no portion hereof may be waived, except in a writing duly executed by the parties hereto.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect pursuant to the terms hereof.

To help the United States government fight the funding of terrorism and money laundering activities, the federal law of the United States requires all financial institutions to obtain, verify and record information that identifies each person with whom they do business as a condition to doing business with that person. Accordingly, the Company will provide Houlihan Lokey upon request (i) certain information regarding the identities of all individuals who, directly or indirectly, own 25% or more of the Company's equity interests as well as the Company's executive officers and other control persons, and (ii) certain identifying information necessary to verify the Company's identity, such as a government-issued identification number (e.g., a U.S. taxpayer identification number), certified articles of incorporation, a government-issued business license, partnership agreement, or trust instrument. By executing this Agreement, the Company confirms that all such information provided to Houlihan Lokey is accurate and complete.

This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. Such counterparts may be delivered by one party to the other by facsimile or other electronic transmission, and such counterparts shall be valid for all purposes. The parties hereto agree that the use of electronic signatures for the execution of this Agreement shall be legal and binding and shall have the same force and effect as manual signatures.

The Company represents and warrants that (a) it has all requisite power and authority to enter into this Agreement on behalf of itself and each of its direct and indirect subsidiaries, and (b) this Agreement has been duly and validly authorized by all necessary action on the part of the Company and has been duly executed and delivered by or on behalf of the Company and constitutes a legal, valid and binding agreement of the Company, enforceable in accordance with its terms. This Agreement has been reviewed by the signatories hereto and their counsel. There shall be no construction of any provision against Houlihan Lokey because this Agreement was drafted by Houlihan Lokey, and the parties waive any statute or rule of law to such effect.

The Company agrees that it will be solely responsible for ensuring that any Transaction complies with applicable law. The Client Group understands that Houlihan Lokey is not undertaking to provide any legal, regulatory, accounting, insurance, tax or other similar professional advice and the Client Group confirms that it is relying on its own counsel, accountants and similar advisors for such advice.

To the extent that the Company hereunder is comprised of more than one entity or company, the obligations of the Company under this Agreement are joint and several, and any consent, direction, approval, demand, notice or the like given by any one of such entities or companies shall be deemed given by all of them and, as such, shall be binding on the Company.

The Client Group understands and acknowledges that Houlihan Lokey and its affiliates (collectively, the "Houlihan Lokey Group") engage in providing investment banking, securities trading, financing, financial advisory, and consulting services and other commercial and investment banking products and services to a wide range of institutions and individuals. In the ordinary course of business, the Houlihan Lokey Group and certain of its employees, as well as investment funds in which they may have financial interests or with which they may co-invest, may acquire, hold or sell, long or short positions, or

trade or otherwise effect transactions, in debt, equity, and other securities and financial instruments (including bank loans and other obligations) of, or investments in, the Company or any other party that may be involved in the matters contemplated by this Agreement or have other relationships with such parties. With respect to any such securities, financial instruments and/or investments, all rights in respect of such securities, financial instruments and investments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion. In addition, the Houlihan Lokey Group may in the past have had, and may currently or in the future have, financial advisory or other investment banking or consulting relationships with parties involved in the matters contemplated by this Agreement, including parties that may have interests with respect to the Company, a Transaction or other parties involved in a Transaction, from which conflicting interests or duties may arise. Although the Houlihan Lokey Group in the course of such other activities and relationships or otherwise may have acquired, or may in the future acquire, information about the Company, a Transaction or such other parties, or that otherwise may be of interest to the Client Group, the Houlihan Lokey Group shall have no obligation to, and may not be contractually permitted to, disclose such information, or the fact that the Houlihan Lokey Group is in possession of such information, to the Client Group or to use such information on behalf of the Client Group.

In order to enable Houlihan Lokey to bring relevant resources to bear on its engagement hereunder from among its global affiliates, the Client Group agrees that Houlihan Lokey may share information obtained from the Company and other parties hereunder with other members of the Houlihan Lokey Group, and may perform the services contemplated hereby in conjunction with such other members.

If the foregoing correctly sets forth our agreement, please sign and return to us a copy of this Agreement.

Very truly yours,

HOULIHAN LOKEY CAPITAL, INC.

Signed by:
By: Adam Dunayer
F0364E6707CD44B...
Adam Dunayer
Managing Director

Accepted and agreed to as of the Effective Date:

THE CONTAINER STORE GROUP, INC., on its own behalf, and on behalf of its direct and indirect subsidiaries

Signed by:
By: Jeff Miller
D093527C2DB1495...
Jeff Miller
Chief Financial Officer

LATHAM & WATKINS LLP, counsel to The Container Store Group, Inc.

Signed by:
By: Ted Dillman
D9B513E25DBD4A8...
Ted Dillman
Partner

Certificate Of Completion

Envelope Id: F51EAF2C5E4347FBA6E6BE9489DAB01D

Status: Completed

Subject: Complete with DocuSign: TCS - Amended Houlihan Engagement Letter [Execution Version].pdf

Source Envelope:

Document Pages: 18

Signatures: 3

Envelope Originator:

Certificate Pages: 4

Initials: 0

Kevin Shang

AutoNav: Enabled

555 West Fifth Street, Suite 300

Enveloped Stamping: Disabled

Los Angeles, CA 90013

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Kevin.Shang@lw.com

IP Address: 136.179.7.176

Record Tracking

Status: Original

Holder: Kevin Shang

Location: DocuSign

11/18/2024 9:26:19 AM

Kevin.Shang@lw.com

Signer Events

Adam Dunayer

ADunayer@HL.com

Security Level: Email, Account Authentication
(None)**Signature**Signed by:

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Viewed: 11/18/2024 9:33:43 AM

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Signature Adoption: Pre-selected Style

Using IP Address: 163.116.129.119

Electronic Record and Signature Disclosure:

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Jeff Miller

JAMiller@containerstore.com

Chief Financial Officer

Security Level: Email, Account Authentication
(None)Signed by:

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Signature Adoption: Pre-selected Style

Using IP Address: 97.77.62.82

Electronic Record and Signature Disclosure:

Accepted: 11/18/2024 11:06:40 AM

ID: febf5ea0-e4de-434c-8483-f0daf2144228

Ted Dillman

Ted.Dillman@lw.com

Security Level: Email, Account Authentication
(None)Signed by:

D9B513E25DBD4A8...

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Resent: 11/19/2024 8:19:37 AM

Viewed: 11/19/2024 8:34:27 AM

Signed: 11/19/2024 8:34:40 AM

Signature Adoption: Pre-selected Style

Using IP Address: 4.34.92.243

Electronic Record and Signature Disclosure:

Accepted: 11/19/2024 8:34:27 AM

ID: ee95e8d4-9462-4360-96f7-53a9ee56de70

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
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Tasha Grinnell TLGrinnell@containerstore.com Chief Legal Officer Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/12/2024 12:36:10 PM ID: 2a8b3927-53c4-4527-99d2-c6ef24c8e506	COPIED	Sent: 11/18/2024 9:30:25 AM Viewed: 11/18/2024 7:56:51 PM
TJ Li T.J.Li@lw.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/18/2024 9:30:24 AM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/18/2024 9:30:25 AM
Certified Delivered	Security Checked	11/19/2024 8:34:27 AM
Signing Complete	Security Checked	11/19/2024 8:34:40 AM
Completed	Security Checked	11/19/2024 8:34:40 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Obtaining paper copies and withdrawal of consent

You may request paper copies of the Documents from us at any time within 180 days of the electronic signing of the Document. In addition, if you elect to create a DocuSign signer account, you will have the ability to download and print any documents we send to you through your DocuSign user account within 180 days after such documents are signed. You also may withdraw your consent to electronic delivery of Documents at any time. If you wish for us to send you paper copies of any Documents or if you wish to withdraw your consent to electronic delivery of Documents, you may make such request by emailing such a request to your principal contact at Latham & Watkins LLP or by sending a paper request to your principal contact at Latham & Watkins. Any such request should specifically identify the Document of which you wish to receive a paper copy, and must state your e-mail address, full name, US Postal address, and telephone number. You also may withdraw your consent by declining to sign a document from within your DocuSign session and, on the subsequent page, select the check-box indicating you wish to withdraw your consent.

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Required hardware and software

Operating Systems:	Windows 2000®, Windows XP®, Windows Vista®, Mac OS®
Browsers:	Final release versions of Internet Explorer ® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please so indicate by clicking the 'I agree' button below.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Latham & Watkins as described above, I consent to receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that Latham & Watkins elects to make available to me electronically during the course of my relationship with Latham & Watkins.