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

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

SUMMARY COVER SHEET TO THE FIRST AND FINAL FEE APPLICATION OF A&G REALTY PARTNERS, LLC, REAL ESTATE CONSULTANT AND ADVISOR TO THE DEBTORS, FOR THE FEE PERIOD FROM DECEMBER 22, 2024 THROUGH JANUARY 24, 2025

Name of Applicant:	A&G Realty Partners, LLC	
Applicant's Role in Case:	Real Estate Consultant and Advisor to the Debtors	
Docket No. of Employment Order(s):	199	
Nature of Fee Arrangement (monthly, success fee, contingent litigation fee, etc.)	Transaction fees	
Interim Application ( ) No. N/A **Final Application (X)**	First and Final Application	
	Beginning Date	**End Date**
Time period covered by this Application for which interim compensation has not previously been awarded:	12/22/24	01/24/25
Were the services provided necessary to the administration of or beneficial at the time rendered toward the completion of the case? (Y) Y/N		
Were the services performed in a reasonable amount of time commensurate with the complexity, importance and nature of the issues addressed? (Y) Y/N		
Is the requested compensation reasonable based on the customary compensation charged by comparably skilled practitioners in other non-bankruptcy cases? (Y) Y/N		

[1] The Reorganized Debtors in these cases, together with the last four digits of each Reorganized 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 Reorganized Debtors' mailing address is 500 Freeport Parkway, Coppell, TX 75019.

Do expense reimbursements represent actual and necessary expenses incurred? (Y) Y/N	
Compensation Breakdown for Time Period Covered by this Application	
Total fees requested in this Application:	$3,056,235.54
Total expense reimbursements requested in this Application:	$1,030.78
Total fees and expenses requested in this Application:	$3,057,266.32
Total fees awarded in all prior Applications:	N/A
Total expenses awarded in all prior Applications	N/A

Plan Status: On January 24, 2025, the Court held a combined hearing and entered its *Order (I) Approving Debtors' Disclosure Statement and (II) Confirming First Amended Prepackaged Joint Plan of Reorganization of the Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 181]. The effective date of the chapter 11 plan occurred on January 28, 2025 [Docket No. 200].

Primary Benefits: Gross rent reductions, term reduction savings, rent abatement savings, rent deferral savings, and other monetary lease modifications totaling almost $110 million, plus numerous non-monetary lease modifications and early termination rights.

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FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

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

FIRST AND FINAL FEE APPLICATION OF A&G REALTY PARTNERS, LLC, REAL ESTATE CONSULTANT AND ADVISOR TO THE DEBTORS, FOR THE FEE PERIOD FROM DECEMBER 22, 2024 THROUGH JANUARY 24, 2025

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

A&G Realty Partners, LLC ("A&G"), real estate consultant and advisor to the above-captioned reorganized debtors (collectively, the "Debtors" or "Reorganized Debtors" as applicable), hereby submits its *First and Final Fee Application of A&G Realty, LLC, Real Estate Consultant and Advisor to the Debtors, for the Fee Period from December 22, 2024 through January 24, 2025* (the "Final Fee Application") for final allowance of compensation in the total amount of $3,057,266.32, consisting of $3,056,235.54 in fees for the reasonable and necessary professional services A&G rendered to the Debtors, and $1,030.78 in actual out-of-pockets expenses incurred, from December 22, 2024 through January 24, 2025 (the "Fee Period").

[1] The Reorganized Debtors in these cases, together with the last four digits of each Reorganized 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 Reorganized Debtors' mailing address is 500 Freeport Parkway, Coppell, TX 75019.

JURISDICTION AND VENUE

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

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The bases for the relief requested in this Final Fee Application are sections 330 and 328 of title 11 of the United States Code (the "Bankruptcy Code"), Rule 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), Rule 2016-1 of the Bankruptcy Local Rules for the Southern District of Texas (the "Bankruptcy Local Rules"), and the Procedures for Complex Cases in the Southern District of Texas (the "Complex Case Procedures").

BACKGROUND

4. On December 22, 2024 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. On December 23, 2024, the Court entered an order authorizing the joint administration and procedural consolidation of the Debtors' chapter 11 cases pursuant to Bankruptcy Rule 1015(b) and Bankruptcy Local Rule 1015-1 [Docket No. 36].

5. The Debtors are the nation's only retailer with a solution-oriented offering of custom spaces, organizing solutions, and in-home services. Additional information regarding the Debtors' business, capital structure and the circumstances leading to the commencement of these bankruptcy cases is set forth in detail in the *Declaration of Chad E. Coben, Chief Restructuring Officer, in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 6].

6. On January 24, 2025, the Court entered its *Order (I) Approving Debtors' Disclosure Statement and (II) Confirming First Amended Prepackaged Joint Plan of Reorganization of the Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of*

the Bankruptcy Code [Docket No. 181]. The effective date of the chapter 11 plan occurred on January 28, 2025 [Docket No. 200].

RETENTION OF A&G REALTY PARTNERS, LLC

7. In consideration of various issues and needs that undoubtedly would arise in these chapter 11 cases with respect to the Debtors' retail leasehold interests (the "Leases"), the Debtors determined to retain the services of experienced real estate consultants. The Debtors chose A&G because of A&G's extensive commercial real estate experience and knowledge and specific expertise in the retail industry. A&G is a well-known and diversified real estate consulting and advisory firm whose professionals have extensive experience negotiating, restructuring, and disposing of real property and lease agreements, inside and outside of bankruptcy.

8. Accordingly, on January 3, 2025, the Debtors filed the *Application for Entry of an Order Authorizing the Retention and Employment of A&G Realty Partners, LLC as a Real Estate Consultant and Advisor to the Debtors and Debtors in Possession* [Docket No. 111] (the "Retention Application").

9. In the Retention Application, the Debtors requested that this Court (i) approve the Real Estate Services Agreement between them and A&G dated as of December 30, 2024 (the "Services Agreement"), and (ii) authorize their retention and employment of A&G to, among other things, negotiate with Landlords on the Debtors' behalf to obtain Lease Modifications and Early Termination Rights.[2]

10. Pursuant to the Services Agreement, and subject to this Court's approval, the Debtors agreed to compensate A&G, *inter alia*, as follows (the "Fee Structure"):

[2] All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Retention Application and the Services Agreement, as the case may be.

a. Monetary Lease Modifications. For each Monetary Lease Modification obtained by A&G on behalf of the Debtors and agreed to by the Debtors in their sole and absolute discretion, A&G shall earn and be paid a fee in the amount of three percent (3%) of the Occupancy Cost Savings, per Lease.

b. Non-Monetary Lease Modifications. For each Non-Monetary Lease Modification obtained by A&G on behalf of the Debtors and agreed to by the Debtors in their sole and absolute discretion, A&G shall earn and be paid a fee of $750.00.

c. Early Termination Rights. For each Early Termination Right obtained by A&G on behalf of the Debtors and agreed to by the Debtors in their sole and absolute discretion, A&G shall earn and be paid a fee of one-half (½) of one (1) month's base rent, per Lease.

11. On January 28, 2025, the Court entered an *Order Authorizing the Retention and Employment of A&G Realty Partners, LLC as a Real Estate Consultant and Advisor to the Debtors and Debtors in Possession* effective as of the Petition Date [Docket No. 199] (the "Retention Order"). A true copy of the Retention Order is attached as **Exhibit D**.

12. Pursuant to the Retention Order, the Debtors were authorized by this Court to retain and employ A&G as their real estate advisor and consultant effective as of the Petition Date, on the terms and conditions set forth in the Retention Application and Services Agreement and in accordance with the Fee Structure, except as provided otherwise by the Retention Order.

13. The Retention Order further stated that A&G's final fee application shall be subject to the standard of review provided for in section 328(a) of the Bankruptcy Code, except that the UST would retain its rights to review same pursuant to section 330 of the Bankruptcy Code.

14. In compliance with the Retention Order, A&G hereby submits this Final Fee Application.

Itemization of Services Rendered

15. In support of this Final Fee Application, attached are the following exhibits:

- **Exhibit A** is A&G's Invoice Dated January 24, 2025 (the "Invoice").
- **Exhibit B** is the back-up for the fees set forth in the Invoice.

- **Exhibit C** is the back-up for the landlord calls totaling $1,000.78, as set forth in the Invoice. For the Dropbox licenses, A&G is billed annually for all the licenses it holds; for this project, two of the Debtors' employees were allocated a Drobox license. Each Dropbox license is $15 per month. There is no separate invoice for this allocation.

16. As set forth on Exhibit B, during the Fee Period, A&G performed significant services on behalf of the Debtors including, but not limited to, gross rent reductions, term reduction savings, rent abatement savings, rent deferral savings, and other monetary lease modifications totaling almost $110 million, plus numerous Non-Monetary Lease Modifications and Early Termination Right. The Services were performed under severe time constraints and were necessary to address a multitude of critical issues both unique to these chapter 11 cases and typically faced by large corporate retail debtors in similar cases of this magnitude and complexity.

Representations

17. Although every effort has been made to include all fees and expenses incurred during the Fee Period, some fees and expenses might not be included in this Final Fee Application due to delays caused by accounting and processing during the Fee Period. A&G reserves the right to make further application to this Court for allowance of such fees and expenses not included herein. Subsequent fee applications will be filed in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and the Complex Case Procedures.

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WHEREFORE, A&G respectfully requests that the Court enter an order: (i) granting A&G allowance of fees in the amount of $3,056,235.54 and reimbursement of expenses in the amount of $1,030.78, for a total final award of $3,057,266.32, for the period December 22, 2024 through January 24, 2025; and (ii) granting such other relief as the Court deems just and appropriate.

Melville, New York
February 17, 2025

/s/ Andy Graiser

A&G REALTY PARTNERS, LLC
Andy Graiser, Co-President
445 Broadhollow Rd, Suiter 410
Melville, NY 11747
andy@agrep.com

Real Estate Advisor and Consultant for the Debtors and Debtors in Possession

CERTIFICATE OF SERVICE

I certify that on February 17, 2025, a true and correct copy of the foregoing Application 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

Exhibit A

Invoice Dated January 24, 2025

A&G REAL ESTATE PARTNERS

INVOICE

445 Broadhollow Rd, Suite 410
Melville, NY 11747

DATE: January 24, 2025
Invoice # TCSP220250124

BILL TO:

The Container Store, Inc.
500 Freeport Parkway
Coppell, Texas 75019

DESCRIPTION	AMOUNT
56 Fully Executed deals + 2 Approved deals	3,056,235.54
Expense Reimbursement for CFO landlord call	$1,000.78
Expense Reimbursement for Mark & Vinetta Dropbox memberships	$30.00

TOTAL:	$3,057,266.32

Send Checks to Above address or
Make All Wires Payable To:

JP Morgan Chase Bank
A&G Realty Partners
445 Broadhollow Rd, Suite 410
Melville, NY 11747
Account #: [redacted]
Routing #: [redacted]

If you have any questions, please contact Emilio Amendola (631) 465-9507

Exhibit B

Back-Up for Fees

58		48,111,[illegible]	15,620,408.77	1,934,956.09	107,[illegible]	185,000.00	69,127,247.13	3,020,685.02	16,500.00	19,050.92		3,056,235.54	3,056,235.54
Store Number	**Legal Status**	**Total Gross Rent Reduction**	**Term Reduction Savings**	**Rent Abatement Savings**	**Rent Deferral Savings**	**LL Capital Contribution**	**TOTAL DEAL SAVINGS**	**Monetary Lease Modification @ 3%**	**Non-Monetary @ $750**	**Early Termination Right @ 1/2mo Base**	**Fee Comments**	**TOTAL FEE**	**Invoice 1**
19116	Fully Executed	539,035.00	5,488,350.00	-	-	-	6,027,385.00	180,821.55	-	-	Occupancy Savings	180,821.55	180,821.55
19121	Fully Executed	297,153.44	3,327,019.00	26,482.43	-	-	3,650,654.87	109,519.65	750.00	-	Occupancy Savings, Option Added	110,269.65	110,269.65
19110	Fully Executed	-	-	137,329.50	-	-	137,329.50	4,119.89	-	-	Occupancy Savings	4,119.89	4,119.89
19109	Fully Executed	720,846.64	1,033,591.60	-	-	-	1,754,438.24	52,633.15	-	-	Occupancy Savings	52,633.15	52,633.15
19113	Fully Executed	534,584.22	5,728,051.26	-	-	-	6,262,635.48	187,879.06	-	-	Occupancy Savings	187,879.06	187,879.06
19117	Fully Executed	-	-	80,129.37	-	-	80,129.37	2,403.88	-	-	Occupancy Savings	2,403.88	2,403.88
19120	Fully Executed	118,695.06	6,930,437.36	-	-	-	7,049,132.42	211,473.97	-	-	Occupancy Savings	211,473.97	211,473.97
19114	Fully Executed	160,999.92	4,342,403.48	-	-	-	4,503,403.40	135,102.10	-	-	Occupancy Savings	135,102.10	135,102.10
19112	Fully Executed	30,516.00	-	68,661.00	-	-	99,177.00	2,975.31	-	-	Occupancy Savings	2,975.31	2,975.31
19107	Fully Executed	345,318.46	2,155,029.40	-	-	-	2,500,347.86	75,010.44	-	-	Occupancy Savings	75,010.44	75,010.44
19102	Fully Executed	929,147.50	4,654,312.50	-	-	-	5,583,460.00	167,503.80	-	-	Occupancy Savings	167,503.80	167,503.80
19099	Fully Executed	658,628.23	-	40,000.00	-	-	698,628.23	20,958.85	750.00	-	Occupancy Savings, Term Extension	21,708.85	21,708.85
19097		(138,987.00)	-	-	-	185,000.00	46,013.00	1,380.39	750.00	-	Occupancy Savings, Term Extension	2,130.39	2,130.39
19092	Fully Executed	-	-	73,333.33	-	-	73,333.33	2,200.00	-	-	Occupancy Savings	2,200.00	2,200.00
19090	Fully Executed	250,261.92	-	-	107,254.75	-	357,516.67	10,725.50	-	-	Occupancy Savings	10,725.50	10,725.50
19077	Fully Executed	245,833.33	1,005,256.00	-	-	-	1,251,089.33	37,532.68	-	-	Occupancy Savings	37,532.68	37,532.68
19067	Fully Executed	484,968.00	-	-	220,440.00	-	705,408.00	21,162.24	750.00	-	Occupancy Savings, Term Extension	21,912.24	21,912.24
19049	Fully Executed	638,249.87	-	-	-	-	638,249.87	19,147.50	750.00	-	Occupancy Savings, Term Extension	19,897.50	19,897.50
19046	Fully Executed	-	-	246,234.99	-	-	246,234.99	7,387.05	-	-	Occupancy Savings	7,387.05	7,387.05
19027	Fully Executed	-	-	-	-	-	-	-	-	-	No Fee	-	-
19026	Fully Executed	241,624.67	-	131,051.50	-	-	372,676.17	11,180.29	750.00	-	Occupancy Savings, Option Added	11,930.29	11,930.29
19018	Fully Executed	116,795.57	-	126,220.00	-	-	243,015.57	7,290.47	750.00	-	Occupancy Savings, Term Extension	8,040.47	8,040.47
19094	Fully Executed	236,372.82	-	-	-	-	236,372.82	7,091.18	750.00	-	Occupancy Savings, Term Extension	7,841.18	7,841.18
19093	Fully Executed	-	-	92,652.66	-	-	92,652.66	2,779.58	-	-	Occupancy Savings	2,779.58	2,779.58
19091	Fully Executed	-	1,862,432.00	165,000.00	-	-	2,027,432.00	60,822.96	-	-	Occupancy Savings	60,822.96	60,822.96
19086		206,052.02	-	80,051.74	-	-	286,103.76	8,583.11	750.00	-	Occupancy Savings, Term Extension	9,333.11	9,333.11
19085	Fully Executed	239,583.64	2,842,000.00	-	-	-	3,081,583.64	92,447.51	-	-	Occupancy Savings	92,447.51	92,447.51
19084	Fully Executed	117,500.00	-	-	-	-	117,500.00	3,525.00	750.00	-	Occupancy Savings, Term Extension	4,275.00	4,275.00
19083	Fully Executed	25,392.00	-	122,728.00	-	-	148,120.00	4,443.60	750.00	-	Occupancy Savings, Term Extension	5,193.60	5,193.60
19082	Fully Executed	349,097.53	-	70,500.00	-	-	419,597.53	12,587.93	750.00	-	Occupancy Savings, Term Extension	13,337.93	13,337.93

Exhibit C

Back-Up for Expenses

The Container Store Landlord Call						
Date	Reference	Participant	Start Time	Call Type	Minutes	Cost
			Setup	Setup		$25.00
12/23/2024	110681	JOHNSON HEATH	Dec 23 2024 12:41:31.000PM	8MM	20	$3.38
12/23/2024	110681	ALLIED PROPERTY	Dec 23 2024 02:56:35.000PM	8MM	1	$0.17
12/23/2024	110681	DREWS STEPHANIE	Dec 23 2024 12:02:58.000PM	8MM	22	$3.72
12/23/2024	110681	THOMAS DROUGHT,	Dec 23 2024 04:04:31.000PM	8MM	1	$0.17
12/23/2024	110681	STUART FRANKEL	Dec 23 2024 10:54:00.000AM	8MM	40	$6.76
12/23/2024	110681	TAUBMAN	Dec 23 2024 12:47:56.000PM	8MM	27	$4.56
12/23/2024	110681	JOHNSON HEATH	Dec 23 2024 12:48:05.000PM	8MM	27	$4.56
12/23/2024	110681	TAUB,CHANNA	Dec 23 2024 12:48:50.000PM	8MM	26	$4.39
12/23/2024	110681	WIRELESS CALLER	Dec 23 2024 12:49:45.000PM	8MM	20	$3.38
12/23/2024	110681	MACERICH	Dec 23 2024 12:50:25.000PM	8MM	25	$4.23
12/23/2024	110681	MICHAEL POWERS	Dec 23 2024 12:50:34.000PM	8MM	25	$4.23
12/23/2024	110681	WIRELESS CALLER	Dec 23 2024 12:51:06.000PM	8MM	24	$4.06
12/23/2024	110681	CHARLES TAUB	Dec 23 2024 12:51:10.000PM	8MM	24	$4.06
12/23/2024	110681	DUSTIN BRANCH	Dec 23 2024 12:51:19.000PM	8MM	24	$4.06
12/23/2024	110681	BELLEVUE SQUARE	Dec 23 2024 12:51:34.000PM	8MM	24	$4.06
12/23/2024	110681	SIMON PROPERTY	Dec 23 2024 12:51:37.000PM	8MM	24	$4.06
12/23/2024	110681	SNYDER VINE OWN	Dec 23 2024 12:51:42.000PM	8MM	24	$4.06
12/23/2024	110681	DEAN PAPADAKIS	Dec 23 2024 12:51:59.000PM	8MM	23	$3.89
12/23/2024	110681	WIRELESS CALLER	Dec 23 2024 12:52:15.000PM	8MM	23	$3.89
12/23/2024	110681	TAUBMAN	Dec 23 2024 12:52:34.000PM	8MM	23	$3.89
12/23/2024	110681	WILLIAM SHELL	Dec 23 2024 12:53:10.000PM	8MM	22	$3.72
12/23/2024	110681	Cell Phone TX	Dec 23 2024 12:53:12.000PM	8MM	22	$3.72
12/23/2024	110681	SABER REAL STAT	Dec 23 2024 12:53:38.000PM	8MM	22	$3.72
12/23/2024	110681	TOWN & COUNTRY	Dec 23 2024 12:53:42.000PM	8MM	22	$3.72
12/23/2024	110681	TUSCAN BRANDS	Dec 23 2024 12:53:48.000PM	8MM	22	$3.72
12/23/2024	110681	J F SHEA COMPAN	Dec 23 2024 12:53:54.000PM	8MM	21	$3.55
12/23/2024	110681	RICHARD HURD	Dec 23 2024 12:54:31.000PM	8MM	21	$3.55
12/23/2024	110681	CHERYL SMITH	Dec 23 2024 12:54:43.000PM	8MM	20	$3.38
12/23/2024	110681	PREIT ASSOCIATE	Dec 23 2024 12:54:49.000PM	8MM	20	$3.38
12/23/2024	110681	JLL	Dec 23 2024 12:54:56.000PM	8MM	20	$3.38
12/23/2024	110681	REGENCY	Dec 23 2024 12:55:06.000PM	8MM	20	$3.38
12/23/2024	110681	JOHN BRAITHWAIT	Dec 23 2024 12:55:06.000PM	8MM	20	$3.38
12/23/2024	110681	WIRELESS CALLER	Dec 23 2024 12:55:53.000PM	8MM	20	$3.38
12/23/2024	110681	Douglas Bennett	Dec 23 2024 12:55:57.000PM	8MM	20	$3.38
12/23/2024	110681	Andy Graiser	Dec 23 2024 12:56:06.000PM	8MM	20	$3.38
12/23/2024	110681	LINSON MICHAEL	Dec 23 2024 12:56:14.000PM	8MM	20	$3.38
12/23/2024	110681	WIRELESS CALLER	Dec 23 2024 12:56:20.000PM	8MM	20	$3.38
12/23/2024	110681	STRANGE CHARLES	Dec 23 2024 12:56:47.000PM	8MM	20	$3.38
12/23/2024	110681	KELLEY DRYE	Dec 23 2024 12:57:00.000PM	8MM	20	$3.38
12/23/2024	110681	RAPPAPORT	Dec 23 2024 12:57:00.000PM	8MM	20	$3.38
12/23/2024	110681	BIEL STUART	Dec 23 2024 12:57:21.000PM	8MM	20	$3.38
12/23/2024	110681	STUART FRANKEL	Dec 23 2024 12:57:26.000PM	8MM	20	$3.38
12/23/2024	110681	BISHOP BLAKE	Dec 23 2024 12:57:32.000PM	8MM	20	$3.38
12/23/2024	110681	NORTHERN UNITED	Dec 23 2024 12:57:34.000PM	8MM	20	$3.38
12/23/2024	110681	RONALD GOLD	Dec 23 2024 12:57:35.000PM	8MM	20	$3.38
12/23/2024	110681	OESTE	Dec 23 2024 12:57:47.000PM	8MM	20	$3.38
12/23/2024	110681	SHERWOOD OR	Dec 23 2024 12:57:47.000PM	8MM	20	$3.38
12/23/2024	110681	WIRELESS CALLER	Dec 23 2024 12:57:59.000PM	8MM	20	$3.38
12/23/2024	110681	KAMBER MNGMNT	Dec 23 2024 12:58:02.000PM	8MM	20	$3.38
12/23/2024	110681	WESTFIELD CORP	Dec 23 2024 12:58:08.000PM	MM	20	$3.38
12/23/2024	110681	THOMAS DROUGHT,	Dec 23 2024 12:58:17.000PM	8MM	20	$3.38
12/23/2024	110681	JANA KOEBERLE	Dec 23 2024 12:58:18.000PM	8MM	20	$3.38
12/23/2024	110681	ANDREA KENNEY	Dec 23 2024 12:58:21.000PM	8MM	20	$3.38
12/23/2024	110681	WIRELESS CALLER	Dec 23 2024 12:58:21.000PM	8MM	20	$3.38
12/23/2024	110681	LLOYD GOLDSTEIN	Dec 23 2024 12:58:30.000PM	8MM	20	$3.38
12/23/2024	110681	CONTAINER STORE	Dec 23 2024 12:58:31.000PM	8MM	20	$3.38
12/23/2024	110681	NICHOLAS HOWELL	Dec 23 2024 12:58:35.000PM	8MM	20	$3.38
12/23/2024	110681	SCHAEFER EDWARD	Dec 23 2024 12:58:36.000PM	8MM	20	$3.38
12/23/2024	110681	DAVID LEVY	Dec 23 2024 12:58:37.000PM	8MM	20	$3.38
12/23/2024	110681	CHRIS BUCHTIEN	Dec 23 2024 12:58:58.000PM	8MM	20	$3.38
12/23/2024	110681	ANDREW GRAISER.	Dec 23 2024 12:59:39.000PM	8MM	20	$3.38

12/23/2024	110681	BALLARD SPAHR L	Dec 23 2024 12:59:40.000PM	8MM	20	$3.38
12/23/2024	110681	GOULSTON STORRS	Dec 23 2024 12:59:48.000PM	8MM	20	$3.38
12/23/2024	110681	TOBIN JESSICA	Dec 23 2024 12:59:58.000PM	8MM	20	$3.38
12/23/2024	110681	BRETT TASSINARI	Dec 23 2024 01:00:05.000PM	8MM	20	$3.38
12/23/2024	110681	WPG	Dec 23 2024 01:00:18.000PM	8MM	20	$3.38
12/23/2024	110681	DENVER LD	Dec 23 2024 01:00:21.000PM	8MM	20	$3.38
12/23/2024	110681	CRAIG JEDIAH	Dec 23 2024 01:00:22.000PM	8MM	20	$3.38
12/23/2024	110681	IRWIN CHRISTIAN	Dec 23 2024 01:00:23.000PM	8MM	20	$3.38
12/23/2024	110681	SAMSON MANAGEME	Dec 23 2024 01:00:34.000PM	8MM	20	$3.38
12/23/2024	110681	BRYCE RICKS	Dec 23 2024 01:00:37.000PM	8MM	20	$3.38
12/23/2024	110681	LINCOLNPROPERTY	Dec 23 2024 01:00:38.000PM	8MM	20	$3.38
12/23/2024	110681	WIRELESS CALLER	Dec 23 2024 01:00:40.000PM	8MM	20	$3.38
12/23/2024	110681	WIRELESS CALLER	Dec 23 2024 01:00:41.000PM	8MM	20	$3.38
12/23/2024	110681	JEN BRIGHAM	Dec 23 2024 01:00:41.000PM	8MM	20	$3.38
12/23/2024	110681	PEREZ FERNANDO	Dec 23 2024 01:00:44.000PM	8MM	20	$3.38
12/23/2024	110681	MILLARD,GRADON	Dec 23 2024 01:00:46.000PM	8MM	20	$3.38
12/23/2024	110681	MCKESKA JOSEPH	Dec 23 2024 01:01:03.000PM	8MM	20	$3.38
12/23/2024	110681	GREENSPAN DOUGL	Dec 23 2024 01:01:07.000PM	8MM	20	$3.38
12/23/2024	110681	YOUNG,RUSS	Dec 23 2024 01:01:12.000PM	8MM	20	$3.38
12/23/2024	110681	WILLIAM VIERRA	Dec 23 2024 01:01:21.000PM	8MM	20	$3.38
12/23/2024	110681	LANE4	Dec 23 2024 01:01:39.000PM	8MM	20	$3.38
12/23/2024	110681	JEN CELL	Dec 23 2024 01:01:39.000PM	8MM	20	$3.38
12/23/2024	110681	DREWS STEPHANIE	Dec 23 2024 01:01:41.000PM	8MM	20	$3.38
12/23/2024	110681	KIRIL MCKEE	Dec 23 2024 01:01:57.000PM	8MM	20	$3.38
12/23/2024	110681	WIRELESS CALLER	Dec 23 2024 01:02:12.000PM	8MM	20	$3.38
12/23/2024	110681	CAMELBACK SYSTE	Dec 23 2024 01:02:12.000PM	8MM	20	$3.38
12/23/2024	110681	CHASE DARLING	Dec 23 2024 01:02:57.000PM	8MM	20	$3.38
12/23/2024	110681	GRAUB JONATHAN	Dec 23 2024 01:03:03.000PM	8MM	20	$3.38
12/23/2024	110681	HEILMAN LESLIE	Dec 23 2024 01:04:10.000PM	8MM	20	$3.38
12/23/2024	110681	ZATOPEK HEIDI	Dec 23 2024 01:04:33.000PM	8MM	20	$3.38
12/23/2024	110681	AG REALTY PARTN	Dec 23 2024 01:05:21.000PM	8MM	20	$3.38
12/23/2024	110681	JONES LANG LASA	Dec 23 2024 01:05:39.000PM	8MM	20	$3.38
12/23/2024	110681	WPG	Dec 23 2024 01:10:03.000PM	8MM	20	$3.38
12/23/2024	110681	PETER BELSITO	Dec 23 2024 02:55:33.000PM	8MM	20	$3.38
12/23/2024	110681	Transport	Dec 23 2024 01:00:00.000PM	Transport OA	1959	$19.59
12/23/2024	110681	Participant List	Dec 23 2024 01:00:00.000PM	Participant List	1	$25.00
12/23/2024	110681	Replay Setup	Dec 23 2024 01:00:00.000PM	Replay Setup	1	$25.00
12/23/2024	110681	Operator	Dec 23 2024 01:00:00.000PM	Operator	1	$95.00
12/23/2024	110681	30 Days	Dec 23 2024 01:00:00.000PM	Replay Minimum	30	$120.00
			Sub-Total		3,951	$640.71
			Surcharges			$70.48
			USF			$7.01
			Total			$718.20

The Container Store Landlord Recording Call						
Date	**Reference**	**Participant**	**Start Time**	**Call Type**	**Minutes**	**Cost**
			Setup	Setup		$25.00
12/20/2024	110670	Jeff Miller	Dec 20 2024 01:58:24.000PM	8MM	20	$3.38
12/20/2024	110670	Andrew Graser	Dec 20 2024 01:59:12.000PM	8MM	20	$3.38
12/20/2024	110670	Douglas Benette	Dec 20 2024 01:59:22.000PM	8MM	20	$3.38
12/20/2024	110670	Bryce Ricks	Dec 20 2024 02:02:24.000PM	8MM	20	$3.38
12/20/2024	110670	Transport	Dec 20 2024 02:00:00.000PM	Transport OA	80	$0.80
12/20/2024	110670	Recording	Dec 20 2024 02:00:00.000PM	Recording	1	$25.00
12/20/2024	110670	Operator	Dec 20 2024 02:00:00.000PM	Operator	1	$95.00
12/20/2024	110670	Pre Record Edit	Dec 20 2024 02:00:00.000PM	Pre Record Edit	1	$95.00
			Sub-Total		163	$254.32
			Surcharges			$27.98
			USF			$0.29
			Total			$282.58

Exhibit D

Retention Order

United States Bankruptcy Court
Southern District of Texas
ENTERED
January 28, 2025
Nathan Ochsner, Clerk

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

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

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

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

[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 have the definitions ascribed to them in the Application.

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

ORDERED THAT:

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

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

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

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

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

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

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

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

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

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

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

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

a. The indemnified parties shall not be entitled to indemnification, contribution, or reimbursement for services other than those described in the Services Agreement and the Application, unless such services and indemnification therefor are approved by the Court after notice and hearing;

b. The Debtors shall have no obligation to indemnify any indemnified party, or provide contribution or reimbursement to any indemnified party, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from such indemnified party's gross negligence, fraud, breach of fiduciary duty (if any), bad faith, or willful misconduct; or (ii) for a contractual dispute in which the Debtors allege the breach of such indemnified party's contractual obligations, unless the Court determines that indemnification, contribution, or reimbursement would be permissible; or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) immediately above, but determined by the Court, after notice and a hearing to be a claim or expense for which the indemnified parties should not receive indemnity, contribution, or reimbursement under the terms of indemnified party's retention by the Debtors pursuant to the terms of the Services Agreement, as modified by this Order; and

c. If, before the earlier of: (i) the entry of an order confirming a chapter 11 plan in this case (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these chapter 11 cases, any indemnified party believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Services Agreement (as modified by this Order) and the Application, including without limitation the advancement of defense costs, such indemnified party must file an application therefor in this Court, and the Debtors may not pay any such amounts to such indemnified party before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by indemnified parties for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify any Indemnified Party. All parties in interest shall retain the right to object to any demand by any Indemnified Party for indemnification, contribution, or reimbursement.

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

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

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

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

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

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

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

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

Signed: January 28, 2025

Alfredo R Pérez
United States Bankruptcy Judge

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

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

FINAL ORDER ALLOWING COMPENSATION AND REIMBURSEMENT OF EXPENSES OF A&G REALTY PARTNERS, LLC, REAL ESTATE ADVISOR AND CONSULTANT TO THE DEBTORS

(Docket No. ___)

The Court has considered the *First and Final Fee Application of A&G Realty Partners, LLC, Real Estate Advisor and Consultant to the Debtors, for the Fee Period from December 22, 2024 through January 24, 2025* (the "Application"), filed by A&G Realty Partners, LLC (the "Applicant"). The Court orders:

1. Applicant is allowed compensation and reimbursement of expenses in the amount of $3,057,266.32, for the period set forth in the Application.

2. The compensation and reimbursement of expenses allowed in this Order are approved on a final basis.

3. The Reorganized Debtors are authorized to disburse any unpaid amounts allowed by paragraphs 1 or 2 of this Order.

Signed: _____

ALFREDO R PÉREZ
UNITED STATES BANKRUPTCY JUDGE

[1] The Reorganized Debtors in these cases, together with the last four digits of each Reorganized 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 Reorganized Debtors' mailing address is 500 Freeport Parkway, Coppell, TX 75019.