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PROPOSED ATTORNEYS FOR THE DEBTORS

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re: § Chapter 11
§
Tuesday Morning Corporation, *et al.*,¹ § Case No. 23-90001
§
Debtors. § Jointly Administered

DEBTORS’ EMERGENCY MOTION TO (I) ASSUME CONTRACT WITH GORDON BROTHERS, AS AMENDED POST-PETITION, (II) EMPLOY GORDON BROTHERS AS LIQUIDATION CONSULTANT UNDER 11 U.S.C. § 363; AND (III) AUTHORIZE GORDON BROTHERS TO SELL CERTAIN FURNITURE, FIXTURES & EQUIPMENT

Emergency relief has been requested. Relief is requested not later than March 17, 2023 at 9:30 a.m. (CT)

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

A hearing will be conducted on this matter on March 17, 2023 at 9:30 a.m.

¹ The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Tuesday Morning Corporation (8532) (“TM Corp.”); TMI Holdings, Inc. (6658) (“TMI Holdings”); Tuesday Morning, Inc. (2994) (“TMI”); Friday Morning, LLC (3440) (“FM LLC”); Days of the Week, Inc. (4231) (“DOTW”); Nights of the Week, Inc. (7141) (“NOTW”); and Tuesday Morning Partners, Ltd. (4232) (“TMP”). The location of the Debtors’ service address is 6250 LBJ Freeway, Dallas, TX 75240.

(CT) in Room 204, U.S. Courthouse, 501 W. Tenth Street, Fort Worth, Texas 76102. You may participate in the hearing in person or remotely by an audio and video connection.

Audio communication will be by use of the Court’s dial-in facility. You may access the facility at 1.650.479.3207. Video communication will be by the use of the Cisco WebEx platform. Connect via the Cisco WebEx application or click the link on Judge Morris’s home page. The meeting code is 473 581 124. Click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of electronic hearings. To make your appearance, click the “Electronic Appearance” link on Judge Morris’s home page. Select the case name, complete the required fields and click “Submit” to complete your appearance.

Tuesday Morning Corporation and its debtor affiliates, as debtors and debtors-in-possession in the above-referenced chapter 11 cases (collectively, the “Debtors”) hereby file this *Debtors’ Emergency Motion To (I) Assume Contract with Gordon Brothers, as Amended Post-Petition, (II) Employ Gordon Brothers as Liquidation Consultant Under 11 U.S.C. § 363, and (III) Authorize Gordon Brothers to Sell Certain Furniture, Fixtures & Equipment* (the “Motion”). In support of the Motion, the Debtors respectfully state as follows:

I. SUMMARY

1. The Debtors request entry of an order, substantially in the form attached hereto as Exhibit A, pursuant to 11 U.S.C. §§ 105(a), 363, and 365, (a) approving the Agreement (defined below) and the Debtors’ assumption thereof, (b) approving the Debtors’ engagement of Gordon Brothers (defined below) to perform the services contemplated by the Agreement, (c) authorizing the Debtors’ payment to Gordon Brothers of any earned Base Consulting Fee and/or FF&E Commission (as defined in the Agreement), if any, and further authorizing the Debtors’ reimbursement to Gordon Brothers of any Consultant Controlled Expenses (as defined in the Agreement) or other amounts that may be advanced by Gordon Brothers on the Debtors’ behalf,

(d) providing that the payment of all fees and reimbursement of expenses to Gordon Brothers is approved without further order of the court and shall be free and clear of all liens, claims and encumbrances, and (e) providing that all such payments of fees and reimbursement of expenses shall be made on a weekly basis without further order of the Bankruptcy Court and otherwise in accordance with the Agreement.

II. JURISDICTION & VENUE

2. The United States District Court for the Northern District of Texas has jurisdiction of this Motion under 28 U.S.C. § 1334. The District Court has referred the Motion to this Court under 28 U.S.C. § 157 and the Miscellaneous Order No. 33, *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc* dated August 3, 1984, and this is a core proceeding under 28 U.S.C. § 157(b), which this Court may hear and finally determine. Venue is proper under 28 U.S.C. §§ 1408 and 1409.

III. BACKGROUND

3. On February 14, 2022 (the "Petition Date"), the Debtors each filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code, commencing the above captioned cases. The Debtors continue to manage and operate their businesses as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

4. On February 27, 2023, the United States Trustee appointed an official committee of unsecured creditors, the members of which are Basis Global Technologies, Inc.; Enchante Accessories, Inc.; Azure Home, Inc.; Amber Libreros; and Michel Design Works. To date, no trustee or examiner has been requested or appointed in these cases. A detailed description of the Debtors and their business, and the facts and circumstances leading to these cases, are set forth in greater detail in the *Declaration of Andrew T. Berger in Support of the Debtors' Chapter 11*

Petitions and First Day Motions and Declaration of Dell Young in Support of the Debtors' Chapter 11 Petitions and First Day Motions (collectively, the "First Day Declarations"), which are incorporated herein by reference for all purposes.

5. On or about January 19, 2023, certain of the Debtors, TMI Holdings, TMI, FM LLC, DOTW, NOTW, and TMP, and Gordon Brothers Retail Partners, LLC ("Gordon Brothers"), entered into that certain *Consulting Agreement* (as amended from time to time, the "Agreement"), pursuant to which such debtors engaged Gordon Brothers "to provide consulting services to Merchant with respect to the disposition of the Merchandise and Offered FF&E ... and related products and services, in the context of a 'Store Closing Sale', 'Total Inventory Blowout', 'Everything Must Go', 'Everything On Sale' and similar themed sale" at various of the Debtors' retail locations. The Debtors and Gordon Brothers initially amended the Agreement on or about February 2, 2023 by entering into the *Amendment No.1 to Consulting Agreement*. True and correct copies of the *Consulting Agreement* and the *Amendment No.1 to Consulting Agreement*, are attached hereto as Exhibit B.

6. The Agreement originally contemplated a full-chain liquidation. In consultation with their advisors, however, the Debtors pivoted to a plan to curtail Store Closings and pursue a partial reorganization in an effort to preserve the going concern value of their business and to save as many jobs as possible.

7. Given the aforementioned pivot, on the Petition Date the Debtors filed the *Debtors' Emergency Motion to Reject the Consultant Agreement with Gordon Brothers Retail Partners, LLC as of the Petition Date Pursuant to Section 365 of the Bankruptcy Code and Bankruptcy Rule 6006* (Dkt. No. 12, the "Motion to Reject"). As the title of the Motion to Reject suggests, the Debtors initially sought to reject the Agreement when they filed their bankruptcy cases. From the

Debtors' perspective, the Agreement was inconsistent with their reorganization strategy in various respects described more fully in the Motion to Reject.

8. Since then, however, the Debtors and Gordon Brothers have negotiated a further amendment to the Agreement that comports with the Debtors' desire and plan to reorganize. In furtherance thereof, on or about March 10, 2023 certain of the Debtors and Gordon Brothers entered into a letter agreement under which they amended the Agreement once again (the "March 10th Amendment"). A true and correct copy of the March 10th Amendment is attached hereto as Exhibit C. Among other things, the March 10th Amendment narrowed the scope of stores Gordon Brothers would service from a full-chain liquidation to specific locations targeted for closing by the end of March 2023, and it eliminated the prospect of Gordon Brothers augmenting the Debtors' stores with supplementary inventory (absent further agreement).

9. Accordingly, on March 13, 2023, the Debtors filed their *Notice of Withdrawal of Emergency Motion to Reject the Consulting Agreement with Gordon Brothers Retail Partners, LLC* (Dkt. No. 445), thereby withdrawing the Motion to Reject. Pursuant to this Motion, the Debtors seek to assume the Agreement (as amended by the March 10th Amendment) and to employ Gordon Brothers as their liquidation consultant pursuant to 11 U.S.C. § 363 and 365.

10. Also on the Petition Date, the Debtors filed their *Emergency Motion for Entry of Interim and Final Orders (I) Approving Procedures for Store Closing Sales; (II) Approving the Sale of Merchandise Free and Clear of All Liens, Claims and Encumbrances, (III) Waiving Compliance with Applicable State Laws and Approving Dispute Resolution Procedures; and (IV) Granting Related Relief* (Dkt. No. 15, the "Store Closing Procedures Motion").

11. On February 23, 2023, the Court entered its *Interim Order Granting the Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Approving Procedures for Store*

Closing Sales; (II) Approving the Sale of Merchandise Free and Clear of All Liens, Claims and Encumbrances, (III) Waiving Compliance with Applicable State Laws and Approving Dispute Resolution Procedures; and (IV) Granting Related Relief (Dkt. No. 250, the “Interim Store Closing Order”).

12. The Interim Store Closing Order approved procedures and guidelines for conducting Store Closings at the Closing Stores (as defined in the Store Closing Procedures Motion), including Sales (as defined therein) of merchandise. But those procedures do not necessarily cover liquidation of furniture, fixtures and equipment at the Closing Stores (the “FF&E”). The Agreement, on the other hand, does contemplate that Gordon Brothers will liquidate FF&E at the Closing Stores. Therefore, this Motion also requests authority for Gordon Brothers to sell the FF&E at the Closing Stores in accordance with the Interim Store Closing Order (including any final order ultimately entered on the Store Closing Procedures Motion).

IV. RELIEF REQUESTED

13. As described more fully in the First Day Declarations, in the wake of unfavorable market conditions and faced with limited liquidity, the Debtors commenced these chapter 11 cases to effectuate a going-concern sale of approximately 200 stores operating under the Tuesday Morning banner and to wind down their remaining store locations and other operations through a going-out-of-business sales process. Given declining profitability and operational challenges over the past several years, and despite the best efforts of the Debtors and their advisors to identify a path to preserve the entire business, the Debtors are unable to do so. The Debtors have worked in concert with their secured lenders to develop a budget for the use of cash collateral to facilitate an expedited sale and orderly, partial wind-down process in an effort to maximize value and recoveries for stakeholders in these cases.

14. By this Motion, the Debtors, consistent with well-established precedent, seek to assume the Agreement under sections 363 and 365 of the Bankruptcy Code, so that Gordon Brothers may continue its role as the Debtors’ liquidation consultant in connection with conducting Store Closings on a post-petition basis. The Debtors have determined, in the exercise of their business judgment, that continuing with Gordon Brothers’ services will promote efficient execution of the Store Closings, and the marketing and sale of certain assets to maximize the value of the assets being sold. Closing certain stores and marketing and selling related assets are critical components of the Debtors’ plan to seek to maximize value for all stakeholders, and assuming the Agreement will allow the Debtors to continue to conduct Store Closings in an efficient, controlled manner that in the Debtors’ business judgment will maximize value for the Debtors’ estates.

15. For the convenience of the Court and interested parties, a summary of the salient terms of the Agreement is set forth below:²

Term	Consultant Agreement
<p>Services Provided by Gordon Brothers Agreement p. 4, § 2, ¶ (B)</p>	<p>Services to be provided by Gordon Brothers include, among other things:</p> <ul style="list-style-type: none"> (i) Recommend appropriate discounting to effectively sell all of the Merchandise located at or to be delivered to the Stores in accordance with a “store closing,” “everything must go,” “sale on everything,” or other mutually agreed upon themed sale (and following entry of an Approval Order only a “going out of business” theme), and recommend appropriate point-of purchase, point-of-sale, and other internal and external advertising in connection therewith;³ (ii) Provide qualified supervision to oversee the conduct of the Sale and the FF&E Disposition, which Supervisors, once identified to Merchant, shall not be removed from the Sale event unless Merchant otherwise agrees or requests removal; (iii) Maintain focused and constant communication with Store Employees and managers to keep them abreast of strategy and timing and to properly effect Store-

² The following summary chart is for the convenience of the Court and parties in interest. To the extent there is any conflict between this summary and the Agreement, the Agreement shall govern in all respects. Any capitalized terms used in the summary chart but not defined therein are used as defined in the Agreement.

³ For the avoidance of doubt, notwithstanding the terms of the Agreement, “going out of business” signs will not be utilized in connection with the store closing process.

	<p>level communication by Merchant’s employees to customers and others about the Sale;</p> <p>(iv) Establish and monitor accounting functions for the Sale, including evaluation of sales of Merchant’s Merchandise located at the Closing Stores by category, sales reporting and expense monitoring, all of which shall be shared with the Merchant’s advisors monitoring the Sale;</p> <p>(v) Recommend loss prevention strategies;</p> <p>(vi) Coordinate with Merchant so that the operation of the Closing Stores is being properly maintained, including ongoing customer service and housekeeping activities;</p> <p>(vii) Recommend appropriate staffing levels for the Closing Stores and appropriate bonus and/or incentive programs (to be funded by Merchant) for Store Employees; and</p> <p>(viii) Assist Merchant in the scheduling and allocation of Merchandise delivery to the Closing Stores from the Distribution Center.</p>
<p>Sale Term March 10 Amend., p. 2, ¶¶ 6-7</p>	<p>March 4, 2023 to March 31, 2023 (unless extended upon mutual agreement of Merchant and Consultant)</p>
<p>Sale Expenses Agreement pp. 5-6, § 4; March 10 Amend., p. 2 ¶ 3 & Exhibit C.</p>	<p>All expenses incident to the conduct of the Sale and the operation of the Closing Stores during the Sale Term (including, without limitation, all Consultant Controlled Expenses, and all other Closing Store-level and corporate expenses associated with the Sale) shall be borne by Merchant; except solely for any of the specifically enumerated “Consultant Controlled Expenses” that exceed the aggregate budgeted amount (as provided in Section 4(C) of the Agreement) for such Consultant Controlled Expenses.</p>
<p>Gordon Brothers’ Compensation Agreement p. 5, § 5</p>	<p>(A) <u>Base Consulting Fee</u>. In consideration of Consultant’s provision of the Services, Merchant shall pay to Consultant, from proceeds of the Sale, a consulting fee in an amount equal to 1.5% of the Gross Sales at all of the Closing Stores (the “Base Consulting Fee”).</p> <p>(B) <u>Sale Deposit</u>. Prior to the Petition Date, Merchant funded to Consultant the sum of \$2,336,387.00 as an initial Sale Deposit. The Debtors and Consultant have agreed on a supplemental budget for Consultant Controlled Expenses to cover the remaining balance of the Sale Term, which budget is made a part of the March 10th Amendment. Following entry of an Approval Order, the Debtors shall reimburse Consultant for those Consultant Controlled Expenses set forth in the supplemental budget at such times and in such amounts as are set forth in the Agreement and the budgets.</p> <p>Except for the portions of the Sale Deposit attributable to Advertising Costs and Signage Costs, which shall be offset in connection with the Weekly Reconciliation, Merchant shall not otherwise be entitled to apply the Sale Deposit to, or otherwise offset any portion of the Sale Deposit against, any weekly reimbursement, payment of fees, or other amount owing to Consultant under this Agreement prior to the earlier to occur of (x) the Final Settlement, or (y) a Merchant payment default under the Agreement. Without limiting any of Consultant’s other rights, Consultant may apply the Sale Deposit to any unpaid obligation owing by Merchant to Consultant under the Agreement. Any portion of the Sale Deposit not used to pay amounts contemplated by the Agreement shall be returned to Lender Agent and, if the obligations under the ABL Agreement have been paid in full,</p>

	<p>to the Merchant, in either case within ten (10) business days following the Final Settlement.</p> <p>(C) <u>Gross Rings</u>. For purposes of calculating Gross Sales and Consultant’s Base Consulting Fee, the Parties shall use the “Gross Rings” method, wherein Consultant and Merchant shall jointly keep (i) a strict count of gross register receipts less applicable sales taxes, excise or gross receipts, and (ii) cash reports of sales within each Closing Store. Register receipts shall show for each item sold the retail price (as reflected on Merchant’s books and records) for such item, and the markdown or other discount granted in connection with such sale. All such records and reports shall be made available to Consultant and Merchant during regular business hours upon reasonable notice.</p> <p>(D) <u>Gift Cards</u>. Merchant and the Consultant shall honor gift cards, gift certificates and merchandise credits at the Closing Stores in accordance with store-level operation procedures to be determined by Merchant, in consultation with the DIP Lender Agent and Consultant. No gift cards shall be sold from the Closing Stores during the Sale Term.</p> <p>(E) <u>Reconciliations</u>. In connection with each Weekly Reconciliation contemplated by Section 6(C) of the Agreement, Merchant shall pay Consultant an amount equal to the sum of (1) 1.5% of Gross Sales on account of the prior week’s sales as an advance on account of the fees payable under the Agreement; and (2) any FF&E Commission earned during the prior week. The parties shall determine the definitive Consultant’s Base Consulting Fee (and in the case of the Merchant, any Additional Consultant Goods Fee), in connection with the Final Reconciliation. Immediately thereafter (and as part of the Final Reconciliation), Merchant or Consultant, as the case may be, shall pay any additional amount owed on account of such fees.</p>
<p>Debtors’ Employees Agreement p. 8, ¶ (K)</p>	<p>Merchant and the Consultant shall cooperate to retain the employees of Merchant (including Store Employees), as designated by Consultant from time-to-time, to be utilized to conduct the Sale at the Stores during the Sale Term. Such employees shall remain employees of the Merchant, and Consultant shall have no liability to such employees (including, without limitation, all the Store-level employees and any of Merchant’s other current or former employees) of any kind or nature whatsoever, including, without limitation, with respect to severance pay, termination pay, vacation pay, pay in lieu of reasonable notice of termination, WARN Act payments, or any other costs, expenses, obligations, or liabilities arising from Merchant’s employment or termination of such employees prior to, during, and subsequent to the Sale Term. Other than advising Merchant that Consultant no longer desires to utilize the services of any employee in connection with the Sale, Consultant shall not have the right to change the terms of employment of any employees.</p>
<p>FF&E Disposition Agreement pp. 8-9, § 7</p>	<p>(A) Following the Sale Commencement Date, Merchant shall inform Consultant of those items of FF&E located at the Closing Stores which are not to be sold (because Merchant does not have the right to sell such items, because Merchant wishes to retain such items for itself, or otherwise) (collectively, “Retained FF&E”).</p> <p>(B) With respect to all FF&E located at the Closing Stores as of the Sale Commencement Date which is not designated by Merchant as Retained FF&E (collectively the “Offered FF&E”), Consultant shall have the right to sell such Offered FF&E during the Sale Term on a commission basis equal to fifteen percent (15.0%) of the Gross Sales of Offered FF&E (“FF&E Commission”).</p> <p>(C) Merchant shall reimburse Consultant for its reasonable expenses associated with the sale of the Offered FF&E based upon a mutually agreed upon budget (“FF&E Expenses”).</p> <p>(D) Consultant shall have no liability to Merchant or any third party for its failure to sell any or all of the Offered FF&E. Consultant shall have the right to abandon any unsold</p>

	Offered FF&E (and all Retained FF&E) at the applicable Closing Location(s) at the conclusion of the Sale Term without liability to Merchant or any third party.
<p>Additional Consultant Goods March 10 Amend., p. 2, ¶ 10</p>	Notwithstanding Section 8. of the Agreement and Section 1. of Amendment No. 1 to the Agreement there shall be no Additional Consultant Goods purchased and/or delivered to any of Merchant’s Closing Stores unless Merchant and Consultant reach an express mutual written agreement regarding same.
<p>Gordon Brothers’ Indemnification Obligations Agreement, pp. 10-11, § 10, ¶ (A)</p>	<p>Consultant shall indemnify and hold Merchant and its affiliates, and their respective officers, directors, employees, consultants, and independent contractors (collectively, the “Merchant Indemnified Parties”) harmless from and against all third-party claims, demands, penalties, losses, liabilities and damages, including, without limitation, reasonable and documented attorneys’ fees and expenses, directly or indirectly asserted against, resulting from or related to:</p> <ul style="list-style-type: none"> (i) Consultant’s material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained in the Agreement or in any written agreement entered into in connection the Agreement; (ii) any harassment or any other unlawful, tortious or otherwise actionable treatment of any employees or agents of Merchant by Consultant, its affiliates or their respective officers, directors, employees, agents, independent contractors or representatives (including without limitation any non-Merchant employee supervisors); (iii) any claims by any party engaged by Consultant as an employee or independent contractor (including without limitation any non-Merchant employee supervisor) arising out of such employment or engagement; (iv) the negligence, willful misconduct or unlawful acts of Consultant, its affiliates or their respective officers, directors, employees, Consultants, independent contractors or representatives; provided, that Consultant shall not be obligated to indemnify any Merchant Indemnified Party from or against any claims, demands, penalties, losses, liabilities or damages arising primarily from any Merchant Indemnified Party’s gross negligence, willful misconduct, or unlawful act; and/or (v) any consumer warranty or products liability claims relating to any Additional Consultant Goods.
<p>Debtors’ Indemnification Obligations Agreement, pp. 10-11, § 10, ¶ (B)</p>	<p>Merchant shall indemnify and hold Consultant, its affiliates and their respective officers, directors, employees, consultants, and independent contractors (collectively, “Consultant Indemnified Parties”) harmless from and against all third-party claims, demands, penalties, losses, liabilities and damages, including, without limitation, reasonable attorneys’ fees and expenses, directly or indirectly asserted against, resulting from or related to:</p> <ul style="list-style-type: none"> (i) Merchant’s material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained herein or in any written agreement entered into in connection the Agreement; (ii) any claims by any party engaged by Merchant as an employee or independent contractor arising out of such engagement; (iii) any consumer warranty or products liability claims relating to any Merchandise; and/or (iv) the negligence, willful misconduct or unlawful acts of Merchant, its affiliates or their respective officers, directors, employees, agents, independent contractors or representatives; provided, that Merchant shall not be obligated to indemnify any

	Consultant Indemnified Party from or against any claims, demands, penalties, losses, liabilities or damages arising primarily from any Consultant Indemnified Party's gross negligence, willful misconduct, or unlawful act.
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16. The Debtors request entry of an order (a) approving the Agreement and the Debtors' assumption thereof, (b) approving the Debtors' engagement of Gordon Brothers to perform the services contemplated by the Agreement, (c) authorizing the Debtors' payment to Gordon Brothers of any earned Base Consulting Fee and/or FF&E Commission, if any, and further authorizing the Debtors' reimbursement to Gordon Brothers of any Consultant Controlled Expenses or other amounts that may be advanced by Gordon Brothers on the Debtors' behalf, (d) providing that the payment of all fees and reimbursement of expenses to Gordon Brothers is approved without further order of the court and shall be free and clear of all liens, claims and encumbrances, and (e) providing that all such payments of fees and reimbursement of expenses shall be made on a weekly basis without further order of the Bankruptcy Court and otherwise in accordance with the Agreement.

V. BASIS FOR RELIEF

A. **The Court should approve assumption of the Agreement under 11 U.S.C. § 365**

17. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession "subject to the court's approval, may assume or reject any executory contract . . . of the debtor." The standard governing bankruptcy court approval of a debtor's decision to assume or reject an executory contract is whether the debtor's reasonable business judgment supports such assumption or rejection. *See, e.g., In re HQ Glob. Holdings, Inc.*, 290 B.R. 507, 511 (Bankr. D. Del. 2003) (finding that debtor's decision to assume or reject an executory contract is governed by the business judgment standard, and that such decision may only be overturned if found to be a product of bad faith, whim, or caprice); *see also In re Market Square Inn Inc.*, 978 F.2d 116, 121

(3d Cir. 1992) (finding that assumption or rejection of lease “will be a matter of business judgment by the bankruptcy court”).

18. The business judgment test “requires only that the trustee [or debtor in possession] demonstrate that [assumption] or rejection of the contract will benefit the estate.” *Wheeling-Pittsburgh Steel Corp. v. West Penn Power Co. (In re Wheeling-Pittsburgh Steel Corp.)*, 72 B.R. 845, 846 (Bankr. W.D. Pa. 1987). Any more exacting scrutiny would slow the administration of the debtor’s estate and increase costs, interfere with the Bankruptcy Code’s provision for private control of estate administration, and threaten the court’s ability to control a case impartially. *See Richmond Leasing Co. v. Capital Bank*, 762 F.3d 1301, 1311 (5th Cir. 1985).

19. Assumption of the Agreement, as amended by the March 10th Amendment, will benefit the Debtors’ estates, and, therefore, is a reasonable exercise of the Debtors’ business judgment. In consultation with their advisors, the Debtors have determined that the Closing Stores are unduly burdensome, and they should be liquidated for the benefit of the Debtors’ estates and their creditors. The Store Closings are already in progress. The Debtors determined that assuming the Agreement, after engaging in extensive negotiations with the DIP Lender Agent and Gordon Brothers, will prove to be beneficial to the Debtors’ estates with respect to the Closing Stores and maximizing the recoverable value of the assets located in the Closing Stores. The Debtors believe, in their business judgment, that the terms set forth in the Agreement, as amended by the March 10th Amendment, constitute the best available option for conducting the Store Closings and Sales (as defined in the Store Closing Procedures Motion), particularly now that the Debtors and Gordon Brothers have resolved their pre-petition differences.

20. Gordon Brothers has extensive expertise in conducting liquidation sales and can oversee and assist in the management and implementation of the Store Closings in an efficient and

cost-effective manner. Assumption of the Agreement will enable the Debtors to utilize Gordon Brothers' skills and resources to effectively and efficiently conduct the Store Closings for the benefit of all stakeholders. Given the number of stores and the particular issues in administering the Store Closings, the Debtors likely cannot retain any other liquidator able to conduct the process as efficiently and effectively as Gordon Brothers, who already has significant experience with the Debtors' business operations. If the Agreement is not approved, then the Debtors would lose the benefit of Gordon Brothers' oversight, which the Debtors believe would adversely affect the store closing process.

B. The Court should approve performance under the Agreement, including payment of Gordon Brothers' fees and expenses, under 11 U.S.C. § 363

21. The Court may authorize the Debtors to consummate the Store Closings and engage Gordon Brothers via the Agreement under Bankruptcy Code §§ 105(a) and 363(b). As an initial matter, the Debtors do not concede that entering into the Agreement constitutes a transaction outside the ordinary course of business under section 363 of the Bankruptcy Code. Even if it does, the Court should approve it under the circumstances.

i. The Agreement Represents a Transaction in the Ordinary Course of the Debtors' Business.

22. Pursuant to Bankruptcy Code §§ 1107(a) and 1108, the Debtors, as debtors in possession, are authorized to operate their business. Bankruptcy Code § 363(c)(1) further defines the scope of a debtor's authority and provides that, unless the court orders otherwise, a debtor in possession may enter into transactions, including the use, sale, or lease of estate property in the ordinary course of business without notice and a hearing. "The framework of section 363 is designed to allow a trustee (or a debtor in possession) the flexibility to engage in ordinary transactions without unnecessary creditor and bankruptcy court oversight, while protecting creditors by giving them an opportunity to be heard when transactions are not ordinary." *In re*

Nellson Nutraceutical, Inc., 369 B.R. 787, 797 (Bankr. D. Del. 2007) (quoting *In re Roth American, Inc.*, 975 F.2d 949, 952 (3d Cir. 1992)).

23. Neither the Bankruptcy Code nor its legislative history provide a framework for analyzing whether particular transactions are in the ordinary course of a debtor's business. *See id.* In order to determine whether or not a transaction falls in the ordinary course of business, courts have adopted two tests: the "vertical dimension" or "creditor's expectation" test, and the "horizontal dimension" or "industry-wide" test. *See id.*; *see also Burlington N. R.R. v. Dant & Russell, Inc. (In re Dant & Russell, Inc.)*, 853 F.2d 700 (9th Cir. 1988).

24. Under the vertical dimension test, courts "analyze[] the transactions from the vantage point of a hypothetical creditor and the inquiry is whether the transaction subjects a creditor to economic risk of a different nature from those he accepted when he decided to extend credit." *In re Nellson Nutraceutical, Inc.*, 369 B.R. at 797. A debtor's pre-petition business practices and conduct are the primary focus of the vertical analysis. *Id.* Under the horizontal dimension test, courts analyze "whether, from an industry-wide perspective, the transaction is of the sort commonly undertaken by companies in that industry. *Id.*

25. Application of the vertical and horizontal tests to the Debtors' employment and compensation of Gordon Brothers demonstrates that the Debtors' actions should be considered ordinary course transactions pursuant to Bankruptcy Code § 363(c)(1). With regard to the vertical dimension test, the Debtors' employment and compensation of Gordon Brothers is consistent with the Debtors' pre-petition business practices. Indeed, they entered into the Agreement prepetition. The Debtors utilized the services of Gordon Brothers in connection with the day to day operation of their business. Further, the Debtors' creditors may reasonably assume that the operation of the Debtors' business requires the assistance of various non-bankruptcy professionals in connection

with efforts to optimize their operations. With regard to the horizontal dimension test, it is standard practice for retail companies to utilize the services provided by Gordon Brothers when the need arises. Therefore, employment and compensation of Gordon Brothers satisfies both the horizontal and vertical tests, and so is consistent with Bankruptcy Code § 363(c)(1).

ii. Even if outside the ordinary course of business, the Agreement represents a valid exercise of the Debtors' business judgment.

26. Even if the Agreement falls outside the ordinary course of the Debtors' business, section 363(b)(1) provides, in relevant part, that, "[t]he [debtor], after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Section 105(a) of the Bankruptcy Code provides, in relevant part, that, "[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. §105(a). A debtor must demonstrate sound business judgment for selling or using assets outside of the ordinary course of business. *See, e.g., Institutional Creditors of Cont'l Airlines, Inc. v. Cont'l Airlines, Inc. (In re Cont'l Airlines, Inc.)*, 780 F.2d 1223, 1226 (5th Cir. 1986). Courts look to various factors to determine whether to grant approval under § 363(b), such as: (a) whether a sound business reason exists for the proposed transaction; (b) whether fair and reasonable consideration is provided; (c) whether the transaction has been proposed in good faith; and (d) whether adequate and reasonable notice is provided. *See, e.g., In re Condere*, 228 B.R. 615, 626 (Bankr. S.D. Miss. 1998).

27. To the extent funds used to pay amounts owed to Gordon Brothers under the Agreement are arguably subject to a secured lender's lien(s), the Court has already authorized the use of cash collateral (subject to entry of a final order). *See Interim Order (I) Authorizing Debtors to (A) Use Cash Collateral on a Limited Basis and (B) Obtain Postpetition Financing on a Secured, Superpriority Basis, (II) Granting Adequate Protection, (III) Scheduling a Final Hearing, and (IV)*

Granting Related Relief (Dkt. No. 407, the “Interim DIP Order”). And while the statute limits a debtor’s ability to *sell* property free and clear of liens, claims, and interests, there is no similar prohibition against using cash to fund operations free and clear of liens, claims, and encumbrances, provided that, upon request, the lienholder or interest holder is adequately protected. *See* 11 U.S.C. § 363. Here, the Court has already found interest holders to be adequately protected. *See* Interim DIP Order.

28. Furthermore, the Court has already approved the Debtors’ plan to close certain stores on an interim basis, even without the benefit of Gordon Brothers’ involvement. *See* Interim Store Closing Order. Given Gordon Brothers’ expertise and experience carrying out processes like those contemplated in the Interim Store Closing Order, the Court should likewise approve the Agreement under section 363, including the terms governing payment of compensation and reimbursement of expenses. Augmenting the Interim Store Closing Order in this way will enhance and optimize the relief granted therein. Furthermore, the terms of the Agreement are fair and reasonable, and the Agreement in its current form is the result of extensive, good-faith negotiations. The Agreement therefore meets the standard for approval of a transaction outside the ordinary course of business under section 363.

C. Gordon Brothers is not a “professional person” within the meaning of 11 U.S.C. § 327

29. Gordon Brothers should not be subject to the requirements of section 327 of the Bankruptcy because it is not a “professional person” within the meaning of that provision. Under section 327(a), a debtor, “with the court’s approval, may employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons *to represent or assist the [debtor] in carrying out the [debtor’s] duties under this title.*” 11 U.S.C. § 327(a) (emphasis added). But not all individuals normally considered professionals outside of bankruptcy are deemed “professional persons”. *In re Smith*, 524 B.R. 689, 694-95 (Bankr. S.D. Tex. 2015).

Section 327(a) requires the professional “to represent or assist the trustee in carrying out the trustee’s duties under this title.” Therefore, courts have required that the professional person’s employment must specifically relate to the administration of the bankruptcy case, as opposed to the ordinary course operation of the debtor’s business. *Id.* (citing *In re Seatrain Lines, Inc.*, 13 B.R. 980, 981 (Bankr. S.D.N.Y. 1981)).

30. Furthermore, the professional person’s employment must be “central” to the administration of the estate, and section 327(a) should only apply if the professional will play an intimate role in the reorganization of the debtor’s estate. *See id.*; *see also, e.g., In re Aladdin Petroleum Co.*, 85 B.R. 738, 740-41 (Bankr. W.D. Tex. 1988) (stating that in determining professional status, the Court should consider, among other factors, the effect of the services upon the administration of the bankruptcy case and how central that role is to the reorganization proceedings); *Elstead v. Nolden (In re That’s Entm’t Mktg. Group)*, 168 B.R. 226, 230 (N.D. Cal. 1994) (only retention of professionals whose duties are central to administration of estate requires prior court approval under section 327).

31. If the debtor is not seeking to employ a professional because of a need that arose incident to the bankruptcy, then section 327 should not apply, regardless of whether the professional’s services are important to the debtor’s business. *See In re Century Inv. Fund VII Ltd. P’ship*, 96 B.R. 884, 894 (Bankr. E.D. Wis. 1987) (explaining that section 327 should not apply where the professional’s services are “necessary whether a Chapter 11 has been filed or not, and the nature of the services does not change significantly on account of the bankruptcy”). *See also In re Seiling Assoc. Ltd. P’ship*, 128 B.R. 721, 723 (Bankr.E.D.Va.1991) (environmental toxicology consultant could be hired in the ordinary course of Debtor’s business without court approval); *In re Johns–Manville Corp.*, 60 B.R. 612 (Bankr. S.D.N.Y. 1986) (lobbyist retained to

perform services in the ordinary course of debtor's business "performed a function completely external to the reorganization process" and therefore did not fall under § 327 "professional."); *In re Seatrain Lines, Inc.*, 13 B.R. 980 (Bankr. S.D.N.Y. 1981) (holding that maritime engineers employed in the course of Debtor's business would "play an important role in the mechanics of [Debtor's] operation," but were not professionals under § 327 because their retention would not "affect the administration of [Debtor's] reorganization.").

32. Although Gordon Brothers will provide valuable services for the Debtors, their employment is not *central* to the reorganization of the Debtors' business in the way that section 327 contemplates. The best evidence of this fact is that the Debtors and Gordon Brothers originally entered into the Agreement before the Debtors decided to seek bankruptcy relief, and it has been necessary for the parties to amend the Agreement twice now to account for that decision. Closing the stores Gordon Brothers will help close, on the other hand, has been part of the Debtors' long-term business plan longer than the instant bankruptcy proceedings have. The Court should therefore authorize Gordon Brothers and the Debtors to perform under the Agreement in all respects, including performance of the Debtors' obligations to compensate Gordon Brothers and reimburse Gordon Brothers' expenses, without the need to seek further authorization.

D. The Court should authorize Gordon Brothers to sell FF&E as part of the Store Closings

33. The Debtors request approval to sell the FF&E on a final "as is" basis, free and clear of any and all liens, claims, and encumbrances in accordance with Bankruptcy Code § 363(f). A debtor in possession may sell property under §§ 363(b) and 363(f) "free and clear of any interest in such property of an entity other than the estate" if any one of the following conditions is satisfied: (i) applicable non-bankruptcy law permits sale of such property free and clear of such interest; (ii) such entity consents; (iii) such interest is a lien and the price at which

such property is to be sold is greater than the aggregate value of all liens on such property; (iv) such interest is in *bona fide* dispute; or (v) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest. 11 U.S.C. § 363(f).

34. The Debtors anticipate that, to the extent there are liens on the FF&E, all holders of such liens will consent to the Sales because they provide the most effective, efficient, and time-sensitive approach to realizing proceeds for, among other things, the repayment of amounts due to such parties. Any and all liens on the FF&E sold under the Sales would attach to the remaining net proceeds of such Sales with the same force, validity, effect, and priority as such liens currently have on these assets, subject to the rights and defenses, if any, of the Debtors and of any party-in-interest with respect thereto. Moreover, in addition to the opportunity to object to this Motion, all identified lienholders have had an opportunity to object to the relief requested in connection with the final hearing on the Store Closing Procedures Motion.

35. Accordingly, the Debtors submit that the Sale of the FF&E satisfies the statutory requirements of § 365(f) and should, therefore, be free and clear of any liens, claims, encumbrances, and other interests.

VI. NOTICE

36. The Debtors will provide notice of this Motion to the official Complex Service List as authorized by the *Order Granting Debtors' Emergency Motion to Establish Complex Case Service List and Notice Procedures* (Dkt. No. 165). The Debtors respectfully submit that such notice is sufficient and that no further notice of this Motion is required.

VII. PRAYER

WHEREFORE, PREMISES CONSIDERED, the Debtors respectfully request that the Court enter an order, substantially in the form attached hereto as Exhibit A, granting this Motion and providing the Debtors such other and further relief to which they may be entitled.

RESPECTFULLY SUBMITTED this 13th day of March, 2023.

MUNSCH HARDT KOPF & HARR, P.C.

By: */s/ Deborah M. Perry*

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**PROPOSED ATTORNEYS FOR THE
DEBTORS**

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re: § **Chapter 11**
§
Tuesday Morning Corporation, et al.,⁴ § **Case No. 23-90001**
§
Debtors. § **Jointly Administered**

**ORDER GRANTING DEBTORS' EMERGENCY MOTION TO
(I) ASSUME CONTRACT WITH GORDON BROTHERS, AS
AMENDED POST-PETITION, (II) EMPLOY GORDON BROTHERS
AS LIQUIDATION CONSULTANT UNDER 11 U.S.C. § 363; AND (III) AUTHORIZE
GORDON BROTHERS TO SELL CERTAIN FURNITURE, FIXTURES & EQUIPMENT**

CAME ON FOR CONSIDERATION the *Debtors' Emergency Motion to (I) Assume Contract with Gordon Brothers, as Amended Post-Petition, (II) Employ Gordon Brothers as Liquidation Consultant Under 11 U.S.C. § 363; and (III) Authorize Gordon Brothers to Sell Certain Furniture, Fixtures & Equipment* (the "Motion") of Tuesday Morning Corporation, et al.

⁴ The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Tuesday Morning Corporation (8532) ("TM Corp."); TMI Holdings, Inc. (6658) ("TMI Holdings"); Tuesday Morning, Inc. (2994) ("TMI"); Friday Morning, LLC (3440) ("FM LLC"); Days of the Week, Inc. (4231) ("DOTW"); Nights of the Week, Inc. (7141) ("NOTW"); and Tuesday Morning Partners, Ltd. (4232) ("TMP"). The location of the Debtors' service address is 6250 LBJ Freeway, Dallas, TX 75240.

(collectively, the “Debtors”); and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion and any hearing thereon having been given; and it appearing that no other or further notice is necessary; and any objections, if any, to the Motion having been withdrawn, resolved, or overruled; and it appearing that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and the Court having determined that the relief sought in the Motion is in the best interests of the Debtors and their estates; and after due deliberation and sufficient cause appearing therefore; it is hereby ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Debtors are authorized, pursuant to 11 U.S.C. § 365, to assume that certain *Consulting Agreement* dated as of January 19, 2023 (and as amended on or about February 2, 2023 and March 10, 2023, the “Agreement”) between certain of the Debtors and Gordon Brothers Retail Partners, LLC (“Gordon Brothers”), and such assumption shall be effective immediately.
3. The Agreement is approved in all respects under 11 U.S.C. § 363, and the Debtors and Gordon Brothers are authorized to perform their obligations under the Agreement, including the Debtors’ obligations to compensate Gordon Brothers for its services and reimburse Gordon Brothers for out-of-pocket expenses as set forth in the Agreement. The payment of all fees and reimbursement of expenses to Gordon Brothers under the Agreement on a weekly basis is approved without further order of the court and shall be free and clear of all liens, claims and encumbrances.

4. In accordance with and subject to the terms and conditions of the Agreement and the Interim Store Closing Order (including any subsequent final order on the Store Closing Procedures Motion), the Consultant shall have the right to use the Closing Stores (as defined in the Store Closing Procedures Motion) and all related Closing Store services, furniture, fixtures, equipment and other assets of the Debtors for the purpose of conducting the Sales (as defined in the Store Closing Procedures Motion), free of any interference from any entity or person, subject to compliance applicable sale guidelines, side letter agreements, and orders of this Court.

5. Pursuant to Bankruptcy Code § 363, Gordon Brothers, on behalf of the Debtors, is authorized to sell the FF&E, and all sales of FF&E (as defined in the Agreement), whether by the Consultant or the Debtors, shall be free and clear of any and all encumbrances; *provided, however*, that any such encumbrances shall attach to the proceeds of the Sales with the same validity, in the amount, with the same priority as, and to the same extent that any such liens, claims, and encumbrances have with respect to the FF&E, subject to any claims and defenses that the Debtors may possess with respect thereto and Gordon Brothers' fees and expenses (as provided in the Agreement).

6. The Debtors shall not sell anything that contains personal and/or confidential information about the Debtors' employees and/or customers as such term is defined in Bankruptcy Code § 101(41A). This Order does not authorize the Debtors to lease, sell, or otherwise transfer to any other party, the personal identifying information (which means information which alone or in conjunction with other information identifies an individual, including but not limited to an individual's first name (or initial) and last name, physical address, electronic address, telephone number, social security number, date of birth, government-issued identification number, account number and credit or debit card number) ("PII") of any customers unless such sale or transfer or

lease is permitted by the Debtors' privacy policy and state or federal privacy and/or identity theft prevention laws and rules. The Debtors shall remove or cause to be removed any confidential and/or PII in any of the Debtors hardware, software, computers or cash registers or similar equipment which are to be sold, donated, transferred, abandoned, or otherwise disposed of, pursuant to a separate court order, in a manner that renders the PII unreadable or undecipherable.

7. Notwithstanding anything to the contrary herein, nothing in this Order authorizes the use of cash collateral or debtor-in-possession financing. Any payments authorized to be made pursuant to this Order shall be made only to the extent authorized under any cash collateral and/or debtor-in-possession financing order approved by the Court in effect as of the time such payment is to be made (together with any approved budgets in connection therewith, the "DIP Order"), and such payments shall be subject to the terms, conditions, limitations, and requirements of the DIP Order in all respects.

8. The Debtors are authorized to take all actions necessary to effect the relief granted pursuant to this Order in accordance with the Motion.

9. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

10. This Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order.

End of Order

EXHIBIT B

Consulting Agreement and First Amendment

CONSULTING AGREEMENT

This CONSULTING AGREEMENT, dated as of January 19, 2023, is by and between **TUESDAY MORNING, INC.**, a Texas corporation ("TMI"), **TUESDAY MORNING PARTNERS, LTD.**, a Texas limited partnership ("TMP"), **TMI HOLDINGS, INC.**, a Delaware corporation ("Holdings"), **FRIDAY MORNING, LLC**, a Texas limited liability company ("FM"), **DAYS OF THE WEEK, INC.**, a Delaware corporation ("DTW"), **NIGHTS OF THE WEEK, INC.**, a Delaware corporation ("NTW"; TMI, TMP, HOLDINGS, FM, DTW, and NTW each has a principal place of business located at 6250 LBJ Freeway, Dallas, TX 75240, and are collectively defined as the "Merchant"), and **GORDON BROTHERS RETAIL PARTNERS, LLC**, a Delaware limited liability company with a principal place of business located at Prudential Tower, 800 Boylston Street, Boston, MA 02199 ("Consultant"), and together with the Merchant, each a "Party" and collectively, the "Parties").

WHEREAS, reference is made to that certain Program Inventory Supply Agreement, dated as of July 8, 2022 (as amended, modified, supplemented, extended, renewed, restated, or replaced from time to time, the "Program Agreement"), between and among Merchant and Consultant;

WHEREAS, the Merchant desires to retain Consultant as its exclusive consultant to provide consulting services to Merchant with respect to the disposition of the Merchandise and Offered FF&E (each as defined below) and related products and services, in the context of a "Store Closing Sale", "Total Inventory Blowout", "Everything Must Go", "Everything On Sale" and similar themed sale (the "Sale") (but not as "going out of business" sales, or where prohibited by the underlying occupancy agreement or applicable state or local law until such time as an Approval Order (as defined below) is entered, and following entry of an Approval Order in the discretion of the Consultant a "going out of business" themed sale) at (i) the Merchant's retail store locations identified on Exhibit A attached hereto (the "Exhibit A Stores"); (ii) subject to Section 3 hereof, the Merchant's retail store locations identified on Exhibit B attached hereto (the "Exhibit B Stores" and collectively with the Exhibit A Stores, the "Stores"); and (iii) subject to Section 7 hereof, to dispose of the Offered FF&E (the "FF&E Disposition") at the Merchant's distribution center (the "Distribution Center") and corporate offices (the "Corporate Offices"), each as identified on Exhibit B attached hereto (the Stores, Distribution Center and Corporate Offices are collectively defined as the "Closing Locations").

WHEREAS, Consultant is willing to serve as the Merchant's exclusive consultant for the purpose of providing such consulting services, upon the terms and conditions and in the manner set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the terms listed below shall have the respective meanings indicated:

"Central Services" shall mean those central administrative services provided by Merchant that are necessary or appropriate for the conduct and support of the Sale, including, but not limited to, use and/or access to Merchant's: (i) inventory control system, (ii) payroll system, (iii) accounting system, (iv) office facilities (including use of reasonably sized offices located at Merchant's central office facility to effect the Sale), (v) central administrative services and personnel to process and perform sales audit,

banking, accounting, sale and expense reconciliation, and other normal course administrative services customarily provided to or for the benefit of operating the Stores, (vi) no less than twice weekly email messages targeted to the customers of the Stores, which email messages will be designed by Consultant (and approved by Merchant) and sent by Merchant or Merchant's existing service provider and (vii) such other central office services reasonably necessary or appropriate for the Sale.

"Consultant Controlled Expenses" shall mean the aggregate amount of (i) Supervisor Costs; (ii) advertising expenses (including direct media costs, agency fees and production costs) (collectively, "Advertising Costs"), and costs relate to interior and exterior signage (including, without limitation, sign walkers) used in connection with the Sale ("Signage Costs"); (iii) reasonable and documented travel expenses for members of Consultant's team (excluding Supervisors); (iv) Consultant's reasonable and documented general legal fees incurred in connection with the negotiation of this Agreement; provided, however, in addition to, and not as part of, such amount, Merchant shall also reimburse Consultant for its reasonable and documented legal fees and expenses incurred in connection with negotiating any "side letters" with landlords of the Stores; and (v) certain miscellaneous expenses, in each case of (i), (ii), (iii), (iv) and (v) in accordance with and subject to the budget of Consultant Controlled Expenses attached hereto as Exhibit C (the "Consultant Expense Budget").

"Gross Sales" shall mean the sum of all proceeds derived from the sale of Merchandise during the Sale Term (excluding amounts paid for sales, excise, or gross receipts taxes); plus the amount of any gift cards or merchandise credits redeemed at the Stores during the Sale Term for Merchandise; provided, however, that it is expressly understood and agreed, that Gross Sales shall not include sales made by or on behalf of Merchant prior to the Sale Commencement Date or after the Sale Termination Date, regardless of when the applicable Merchandise is delivered to or picked up by the customer(s).

"Lender Agent" shall mean Wells Fargo Bank, National Association, as administrative agent and collateral agent for itself and the other Lenders.

"Lenders" means those lenders under that certain Credit Agreement, dated as of May 6, 2022 (collectively, with all attachments, schedules, exhibits, and ancillary and related agreements, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated, refinanced, replaced, or restructured (in whole or in part and including any agreements with, to, or in favor of or of any other lender or group of lenders that at any time refinances, replaces, or succeeds to all or any portion of the obligations (the "ABL Agreement"))) between and among Merchant, the Lender Agent and the Lenders.

"Merchandise" shall mean all inventory that is owned by Merchant and actually sold in the Closing Locations during the Sale Term, the aggregate amount of which shall be determined using the Gross Rings (defined below) inventory taking method, which may include inventory that (i) is located at, or in transit to the Stores as of the applicable Sale Commencement Date and is actually delivered to the Stores; and/or (ii) is located at the Merchant's Distribution Center and is earmarked for sale in the Stores and is actually delivered to the Stores, in each case as mutually agreed with Consultant; provided, however, the Merchant and the Consultant agree that "Merchandise" shall expressly exclude: (1) goods which belong to sublessees, licensees or concessionaires of Merchant; (2) goods held by the Merchant on memo or consignment (including, without limitation, goods held under consignment pursuant to the Program Agreement), unless otherwise agreed to by Merchant (in consultation with Lender Agent) and Consultant; (3) owned furnishings, trade fixtures, equipment, machinery, office supplies, conveyor systems, racking, rolling stock, any vehicles or other modes of transportation, and other personal property (collectively, "FF&E"), or improvements to real property, that are located in the Stores, Distribution Center, and Corporate Offices; (4) damaged or defective merchandise that cannot be sold; (5) Additional Consultant Goods; and (6) gift cards (third party and Merchant branded).

“Program Inventory” means goods acquired by Program Agent (as defined in the Program Agreement) from time to time at the request of Merchant and in accordance with the Program Agreement.

“Sale Commencement Date” shall mean (i) **January 19, 2023**, with respect to the Exhibit A Stores; and (ii) **January 26, 2023**, with respect to the Exhibit B Stores, and subject to Section 7, the Distribution Center and Corporate Offices, unless otherwise mutually agreed between Merchant and Consultant.

“Sale Expenses” shall mean all expenses incurred in connection with and attributable to the Sale and the operation of the Stores during the Sale Term (including, without limitation, all Consultant Controlled Expenses, and all other store-level and corporate expenses associated with the Sale, including, but not limited to, payroll and occupancy expenses).

“Sale Guidelines” shall mean the sale guidelines mutually agreed by Merchant and Consultant and annexed to this Agreement as Exhibit C, which shall serve as the guidelines under which the Sale shall be conducted from the Stores.

“Sale Term” shall mean with respect to each Closing Location, the period of time beginning with the Sale Commencement Date and ending on the Sale Termination Date.

“Sale Termination Date” shall mean a date no later than **April 30, 2023** (unless extended upon mutual agreement of Merchant and Consultant; or such earlier termination date(s) as determined by the Merchant and the Consultant in accordance with this Agreement).

“Services” shall mean the services to be performed by Consultant pursuant to Section 2 of this Agreement.

“Store Employees” shall mean those employees of the Merchant retained by Merchant to conduct the Sale following consultation with Consultant; provided, however, that Merchant shall exercise commercially reasonable best efforts to ensure that there are sufficient Store Employees to reasonably conduct the Sale (as to number, and sales and management quality, with reference to Merchant’s historic practices and periods); provided, further, that in the event Merchant nevertheless is unable to ensure that there are sufficient Store Employees to reasonably conduct the Sale (as to number, and sales and management quality, with reference to Merchant’s historic practices and periods), Merchant shall not be deemed in breach of this Agreement and Consultant shall reasonably and equitably increase the Consultant Expense Budget (with the consent of Merchant and Lender Agent) to reflect the Consultant’s need to obtain qualified temporary employees and/or additional supervisors to adequately staff the Stores and provide the requisite Central Services.

“Supervisor(s)” shall mean the individual(s) whom Consultant shall engage to provide Services in the Closing Locations to Merchant in connection with the Sale in accordance with Section 2(C) below.

“Supervisor Costs” shall mean the following customary costs and expenses incurred by Consultant with respect to Supervisors in accordance with and subject to the Consultant Expense Budget: (i) the weekly compensation paid during the Sale Term, calculated on a per Supervisor basis (which in each case represents Consultant’s actual costs); (ii) reasonable and documented travel expenses of the Supervisors between Closing Locations during the Sale Term, and to and from the Closing Locations at the commencement and conclusion of the Sale (and reasonable travel to and from the Supervisors’ homes during the Sale Term as is typical and customary in the liquidation industry); and (iii) Supervisor deferred compensation (as is typical and customary in the liquidation industry).

“Underlying Occupancy Agreements” shall mean all leases, occupancy agreements, reciprocal easement, license, or similar agreements pursuant to which Merchant has the right to occupy or utilize the Closing Locations.

2. RETENTION

(A) Merchant hereby retains Consultant and Consultant hereby agrees to serve as the exclusive independent consultant to the Merchant in connection with the conduct of the Sale as set forth herein. With respect to the Sale, Consultant shall serve as the sole and exclusive consultant to the Merchant relative to the conduct of the Sale at the Stores and conduct the FF&E Disposition throughout the Sale Term.

(B) On the terms and conditions set forth herein, commencing as of the Sale Commencement Date, the Consultant shall provide the Merchant with the following Services with respect to the conduct of the Sale:

(i) Recommend appropriate discounting to effectively sell all of the Merchandise located at or to be delivered to the Stores in accordance with a “store closing,” “everything must go,” “sale on everything,” or other mutually agreed upon themed sale (and following entry of an Approval Order only a “going out of business” theme), and recommend appropriate point-of-purchase, point-of-sale, and other internal and external advertising in connection therewith;

(ii) Provide qualified supervision to oversee the conduct of the Sale and the FF&E Disposition, which Supervisors, once identified to Merchant, shall not be removed from the Sale event unless Merchant otherwise agrees or requests removal;

(iii) Maintain focused and constant communication with Store Employees and managers to keep them abreast of strategy and timing and to properly effect Store-level communication by Merchant’s employees to customers and others about the Sale;

(iv) Establish and monitor accounting functions for the Sale, including evaluation of sales of Merchant’s Merchandise located at the Stores by category, sales reporting and expense monitoring, all of which shall be shared with the Merchant’s advisors monitoring the Sale;

(v) Recommend loss prevention strategies;

(vi) Coordinate with Merchant so that the operation of the Stores is being properly maintained, including ongoing customer service and housekeeping activities;

(vii) Recommend appropriate staffing levels for the Stores and appropriate bonus and/or incentive programs (to be funded by Merchant) for Store Employees; and

(viii) Assist Merchant in the scheduling and allocation of Merchandise delivery to the Stores from the Distribution Center.

(C) In connection with the Sale, Consultant shall directly or indirectly retain and engage the Supervisors. The Supervisors are engaged by Consultant as independent contractors and are not and shall not be deemed to be employees or agents of Merchant in any manner whatsoever; nor do the Supervisors have any relationship with Merchant by virtue of this Agreement or otherwise which creates any liability or responsibility on behalf of Merchant for the Supervisors, except with respect to indemnification pursuant to Section 10 hereof. During the Sale Term, the Supervisors shall perform Services during normal Closing

Location operating hours and for the period of time prior to the Closing Locations' opening and subsequent to the Closing Locations' closing, as required in connection with the Sale, in Consultant's discretion.

3. SALE TERM; VACATING STORES

(A) The term "Sale Term" with respect to each respective Store shall commence on the Sale Commencement Date and shall end with respect to each respective Store no later than the Sale Termination Date; provided, however, that Merchant and Consultant may mutually decide on an earlier or later Sale Commencement Date or Sale Termination Date with respect to any one or more Store (determined on a per Store basis).

(B) Upon the conclusion of the Sale Term at each Store, Consultant shall leave such Store in broom clean condition, subject to Consultant's right pursuant to Section 7 below to abandon in a neat and orderly manner all unsold Offered FF&E and all Retained FF&E.

(C) At or prior to January 26, 2023, Merchant shall have the right to remove one or more Closing Location(s) from Exhibit B and exclude such Closing Location(s) from the Sale.

4. EXPENSES

(A) All expenses incident to the conduct of the Sale and the operation of the Closing Locations during the Sale Term (including, without limitation, all Consultant Controlled Expenses, and all other Closing Location-level and corporate expenses associated with the Sale) shall be borne by Merchant; except solely for any of the specifically enumerated "Consultant Controlled Expenses" that exceed the aggregate budgeted amount (as provided in Section 4(C) below) for such Consultant Controlled Expenses.

(B) [Reserved].

(C) Attached hereto as Exhibit C is an expense budget for the "Consultant Controlled Expenses." Consultant will advance funds for the Consultant Controlled Expenses, and the Merchant shall reimburse Consultant for any reasonable and documented Consultant Controlled Expense on a weekly basis in connection with the Weekly Reconciliation (defined below), which reimbursement or payment shall be in addition to any Base Consulting Fee, and/or FF&E Commission or FF&E Expenses (each as defined below) earned and payable hereunder. All Consultant Controlled Expenses shall be billed at cost, without markup, and evidence of incurrence shall be provided. Upon Merchant's removal of any Closing Locations from Exhibit B in accordance with the terms of Section 3 of this Agreement, the Parties shall agree upon a revised Consultant Expense Budget to account for the adjustment relating to removal of such Closing Locations. The Parties acknowledge that the Consultant Expense Budget will be updated in connection with any modification of the lists of Closing Locations and agree to cooperate in good faith with respect to such updates.

(D) It is understood as between Consultant and the Merchant that the Consultant Expense Budget has been prepared with the understanding that the Merchant shall be responsible to either advance to Consultant, or pay directly to the relevant vendor, all amounts incurred in respect to Sale-related Signage Costs, subject to and in accordance with the Consultant Expense Budget. In connection with the Sale and in accordance with and subject to the limitations set forth in the Consultant Expense Budget, the Merchant shall be responsible for the payment of all expenses incurred in connection with the Sale, including without limitation all Sale Expenses (and Consultant shall not be responsible for any such expenses). Consultant Controlled Expenses shall not exceed the aggregate amount of Consultant Controlled Expenses set forth on the Consultant Expense Budget without the prior written consent of the Merchant and Lender Agent.

Further, in the event of any objection by any party-in-interest to the retention of Consultant hereunder, all legal fees associated with contesting such objection, whether incurred by Merchant or by Consultant, shall be borne exclusively by Consultant.

(E) The Parties may from time to time mutually agree in writing to increase or decrease the budget of Consultant Controlled Expenses based upon circumstances of the Sale.

5. CONSULTANT COMPENSATION

(A) Base Consulting Fee. In consideration of Consultant's provision of the Services provided for hereunder, Merchant shall pay to Consultant, from proceeds of the Sale, a consulting fee in an amount equal to **1.5%** of the Gross Sales at all of the Closing Locations (the "Base Consulting Fee").

(B) Sale Deposit. Promptly following the execution of the Agreement, Merchant shall fund to Consultant the sum of **\$2,336,387.00** (the "Sale Deposit"). Except for the portions of the Sale Deposit attributable to Advertising Costs and Signage Costs, which shall be offset in connection with the Weekly Reconciliation (defined below), Merchant shall not otherwise be entitled to apply the Sale Deposit to, or otherwise offset any portion of the Sale Deposit against, any weekly reimbursement, payment of fees, or other amount owing to Consultant under this Agreement prior to the earlier to occur of (x) the Final Settlement, or (y) a Merchant payment default under this Agreement. Without limiting any of Consultant's other rights, Consultant may apply the Sale Deposit to any unpaid obligation owing by Merchant to Consultant under this Agreement. Any portion of the Sale Deposit not used to pay amounts contemplated by this Agreement shall be returned to Lender Agent and, if the obligations under the ABL Agreement have been paid in full, to the Merchant, in either case within ten (10) business days following the Final Settlement.

(C) Gross Rings. For purposes of calculating Gross Sales and Consultant's Base Consulting Fee, the Parties shall use the "Gross Rings" method, wherein Consultant and Merchant shall jointly keep (i) a strict count of gross register receipts less applicable sales taxes, excise or gross receipts, and (ii) cash reports of sales within each Store. Register receipts shall show for each item sold the retail price (as reflected on Merchant's books and records) for such item, and the markdown or other discount granted in connection with such sale. All such records and reports shall be made available to Consultant and Merchant during regular business hours upon reasonable notice.

(D) Gift Cards. Merchant and the Consultant shall honor gift cards, gift certificates and merchandise credits at the Closing Locations in accordance with store-level operation procedures to be determined by Merchant, in consultation with the Lender Agent and Consultant. No gift cards shall be sold from the Closing Locations during the Sale Term.

(E) Reconciliations. In connection with each Weekly Reconciliation contemplated by Section 6(C) below, Merchant shall pay Consultant an amount equal to the sum of (1) **1.5%** of Gross Sales on account of the prior week's sales as an advance on account of the fees payable hereunder; and (2) any FF&E Commission earned during the prior week. The parties shall determine the definitive Consultant's Base Consulting Fee (and in the case of the Merchant, any Additional Consultant Goods Fee), in connection with the Final Reconciliation. Immediately thereafter (and as part of the Final Reconciliation), Merchant or Consultant, as the case may be, shall pay any additional amount owed on account of such fees.

6. CONDUCT OF SALE; OTHER SALE MATTERS

(A) During the Sale Term Merchant shall have control over the personnel in the Closing Locations and shall handle the cash, debit and charge card payments for all Merchandise sales in accordance

with Merchant's normal cash management procedures (except as may be modified by an order of a Bankruptcy Court having jurisdiction over Merchant's estate(s)), subject to Consultant's right to audit any such items in the event of a good faith dispute as to the amount thereof. Except as may be otherwise set forth in an Approval Order (as and to the extent applicable), Merchant and Consultant shall be responsible for ensuring that the Sale, and the operation of the Closing Locations during the Sale Term shall be conducted in compliance with all applicable Underlying Occupancy Agreements, laws and regulations.

(B) Merchant shall collect all proceeds of from the sale of Merchandise (including all Gross Sales) and deposit the same in deposit accounts established by Merchant for the deposit thereof consistent with Merchant's existing cash management system (which may be Merchant's existing deposit accounts) as may be modified by an order of the Bankruptcy Court (the "Merchandise Sale Accounts"). Additionally, Merchant shall collect all proceeds from the sale of FF&E and deposit the same in a deposit account established by Merchant for the deposit thereof consistent with Merchant's existing cash management system (which may be Merchant's existing deposit accounts) as may be modified by an order of the Bankruptcy Court (the "FF&E Sale Accounts"). The Merchant shall, upon request, deliver to Consultant account statements and such other information relating sale of Merchandise and FF&E (including the Gross Sales, the Sale Accounts, and the FF&E Sale Accounts) reasonably requested by Consultant.

(C) The Parties will meet on each Wednesday during the Sale Term to review any Sale-related matters reasonably requested by either Party; and all amounts payable or reimbursable to Consultant for the prior Sale-week (or the partial week in the case of the first and last weeks) shall be reconciled and paid immediately thereafter (each, a "Weekly Reconciliation"). No later than twenty (20) days following the end of the Sale Term, the Parties shall complete a final reconciliation and settlement of all amounts contemplated by this Agreement (the "Final Reconciliation"). From time to time upon request, each Party shall prepare and deliver to the other Party such other reports as either party may reasonably request. Each Party to this Agreement shall, at all times during the Sale Term and during the one (1) year period thereafter, provide the other with access to all information, books and records reasonably relating to the Sale and to this Agreement. All records and reports shall be made available to Consultant and Merchant during regular business hours upon reasonable prior notice. The Parties shall work in good faith and in a reasonable manner to determine the Sale Expenses incurred.

(D) Merchant shall be solely responsible for computing, collecting, holding, reporting, and paying all sales, excise and/or gross receipts taxes associated with the sale of Merchandise during the Sale Term, and Consultant shall have no responsibilities or liabilities therefor, except that Consultant shall provide all assistance reasonably required or requested by Merchant in connection with the preparation and processing of any such reporting forms, certificates, reports and other documentation required in connection with the payment of all applicable taxes to the appropriate taxing authorities.

(E) Although Consultant shall undertake its obligations under this Agreement in a manner designed to achieve the desired results of the Sale and to maximize the recovery to the Merchant, Merchant expressly acknowledges that Consultant is not guaranteeing the results of the Sale.

(F) Merchant acknowledges that (i) the Parties are not conducting a physical inventory count of the Merchandise; (ii) Consultant has made no independent assessment of the beginning levels of such goods; and (iii) Consultant shall not bear any liability for shrink or other loss to Merchant's goods located at the Closing Locations (including, without limitation, Merchandise) unless such shrink or loss is primarily attributed to the gross negligence of Consultant. Merchant may, at its election, conduct a physical inventory count at some or all of the Closing Locations and Consultant agrees to cooperate with such inventory taking if and when done.

(G) All sales of Merchandise in the Stores during the Sale shall be made in the name, and on behalf, of Merchant.

(H) All sales of Merchandise in the Stores during the Sale Term shall be “final sales” and “as is,” and all advertisements and sales receipts will reflect the same.

(I) Consultant shall, during the Sale Term at the Stores, cooperate with Merchant in respect of Merchant’s procedures governing returns of goods otherwise sold by Merchant (e.g., sales completed before the Sale Term).

(J) Merchant hereby permits the Sale to be, and shall ensure that the Sale otherwise may be, advertised as a “store closing”, “sale on everything”, “everything must go”, or other mutually agreed upon handle throughout the term of the Sale, and from and after entry of an Approval Order by a Bankruptcy Court, as a “going out of business” sale.

(K) Merchant and the Consultant shall cooperate to retain the employees of Merchant (including Store Employees), as designated by Consultant from time-to-time, to be utilized to conduct the Sale at the Stores during the Sale Term. Such employees shall remain employees of the Merchant, and Consultant shall have no liability to such employees (including, without limitation, all the Store-level employees and any of Merchant’s other current or former employees) of any kind or nature whatsoever, including, without limitation, with respect to severance pay, termination pay, vacation pay, pay in lieu of reasonable notice of termination, WARN Act payments, or any other costs, expenses, obligations, or liabilities arising from Merchant’s employment or termination of such employees prior to, during, and subsequent to the Sale Term. Other than advising Merchant that Consultant no longer desires to utilize the services of any employee in connection with the Sale, Consultant shall not have the right to change the terms of employment of any employees.

(L) Without limiting any other term or provision of this Agreement, during the Sale Term, Merchant shall provide Consultant with: (i) Central Services and (ii) peaceful use and occupancy of, and reasonable access (including reasonable before and after-hours access and normal utilities/phone service) to, the Closing Locations for the purpose of preparing for, conducting, and completing the Sale as contemplated hereby.

(M) To the extent necessary, and except as provided in any Approval Order, Consultant shall assist Merchant in obtaining all required permits and governmental consents required in order to conduct the Sale, and shall ensure that the Sale is conducted in accordance with all applicable laws, regulations and ordinances.

(N) During the first thirty (30) days of the Sale Term, Merchant and the Consultant shall accept returns of inventory (“Returned Merchandise”) sold and delivered to customers prior to the Sale Commencement Date in a manner consistent with Merchant’s customary practices and policies in effect on the Sale Commencement Date. All customer requests for cash refunds or merchandise credits with regard to sales completed prior to the Sale Commencement Date shall be processed exclusively through Merchant’s point of sale system. All Returned Merchandise, to the extent it is not defective, shall be included as Merchandise. No returns shall be accepted or allowed following the thirtieth day after the Sale Commencement Date.

7. FF&E DISPOSITION

(A) Following the Sale Commencement Date, Merchant shall inform Consultant of those items of FF&E located at the Closing Locations which are not to be sold (because Merchant does not have the

right to sell such items, because Merchant wishes to retain such items for itself, or otherwise) (collectively, “Retained FF&E”).

(B) With respect to all FF&E located at the Closing Locations as of the Sale Commencement Date which is not designated by Merchant as Retained FF&E (collectively the “Offered FF&E”), Consultant shall have the right to sell such Offered FF&E during the Sale Term on a commission basis equal to fifteen percent (15.0%) of the Gross Sales of Offered FF&E (“FF&E Commission”).

(C) Merchant shall reimburse Consultant for its reasonable expenses associated with the sale of the Offered FF&E based upon a mutually agreed upon budget (“FF&E Expenses”).

(D) Consultant shall have no liability to Merchant or any third party for its failure to sell any or all of the Offered FF&E. Consultant shall have the right to abandon any unsold Offered FF&E (and all Retained FF&E) at the applicable Closing Location(s) at the conclusion of the Sale Term without liability to Merchant or any third party.

8. ADDITIONAL CONSULTANT GOODS

(A) In connection with the Sale, Consultant shall have the right, at Consultant’s sole cost and expense, to supplement the Merchandise in the Sale with additional goods procured by Consultant which are of like kind, and no lesser quality to the Merchandise in the Sale (“Additional Consultant Goods”). The Additional Consultant Goods shall be purchased by Consultant and delivered to the Stores at Consultant’s sole expense (including labor, freight and insurance relative to shipping such Additional Consultant Goods to the Stores). Sales of Additional Consultant Goods shall be run through Merchant’s cash register systems, and subject to any contrary terms of an Approval Order, shall be conducted in compliance with all applicable Underlying Occupancy Agreements, laws, and regulations.

(B) In accordance with the Program Agreement, effective as of the Sale Commencement Date all Program Inventory (as defined in the Program Agreement) that has not been sold prior to the Sale Commencement Date shall automatically, and without any further action or notice by or from Program Agent (as defined in the Program Agreement), Consultant or Merchant, be converted to Additional Consultant Goods the sale of which shall be subject to this Agreement; provided, that nothing in this Agreement shall modify the terms of the Program Agreement, including, without limitation, any obligation on the part of Merchant to make any payment thereunder to Program Agent for any sales of Program Inventory occurring prior to the Sale Commencement Date.

(C) Consultant shall pay to Merchant an amount equal to **five percent (5.0%)** of the gross proceeds (excluding sales taxes) from the sale of Additional Consultant Goods completed during the Sale Term (the “Additional Consultant Goods Fee”), and Consultant shall retain all remaining amounts from the sale of the Additional Consultant Goods. Consultant shall pay Merchant its allocable portion of any Additional Consultant Goods Fee in connection with each Weekly Reconciliation with respect to sales of Additional Consultant Goods sold by Consultant during the prior week (or at such other mutually agreed upon time).

(D) Consultant and Merchant intend that the transactions relating to the Additional Consultant Goods (including sale of any Program Inventory that is converted to additional Consultant Goods hereunder) are, and shall be construed as, a true consignment from Consultant to Merchant in all respects and not a consignment for security purposes. Subject solely to Consultant’s obligations to pay to Merchant the Additional Consultant Goods Fee, at all times and for all purposes the Additional Consultant Goods and their proceeds shall be the exclusive property of Consultant, and no other person or entity shall have any claim against any of the Additional Consultant Goods or their proceeds. The Additional Consultant Goods

shall at all times remain subject to the exclusive control of Consultant. Merchant acknowledges, and the Approval Order shall provide, that the Additional Consultant Goods shall be consigned to Merchant as a true consignment under Article 9 of the Uniform Commercial Code (the “UCC”). Consultant is hereby granted a first priority security interest in and lien upon (i) the Additional Consultant Goods and (ii) the Additional Consultant Goods proceeds less the Additional Consultant Goods Fee, and Consultant is hereby authorized to file UCC financing statements and provide notifications to any prior secured parties.

(E) Merchant shall, at Consultant’s sole cost and expense, insure the Additional Consultant Goods and, if required, promptly file any proofs of loss with regard to same with Merchant’s insurers. Consultant shall be responsible for payment of any deductible (but only in relation to the Additional Consultant Goods) under any such insurance in the event of any casualty affecting the Additional Consultant Goods.

9. INSURANCE; RISK OF LOSS

(A) During the Sale Term: (a) Merchant shall maintain (at its expense) insurance with respect to the Merchandise in amounts and on such terms and conditions as are consistent with Merchant’s ordinary course operations, and (b) each of Merchant and Consultant shall maintain (at each party’s respective expense) comprehensive auto liability for owned and non-owned autos and general liability insurance covering injuries to persons and property in or in connection with the Closing Locations in such amounts as are reasonable and consistent with its ordinary practices, for bodily injury, personal injury and/or property damage. Consultant shall add Merchant as an additional insured with respect to its insurance policies covering Consultant and its Supervisors, and (c) each of Merchant and Consultant shall maintain statutory worker’s compensation, statutory disability and Employer’s Liability coverage of at least \$500,000 covering its own employees. Consultants shall produce evidence of such by the Sale Commencement Date.

(B) Notwithstanding any other provision of this Agreement, Merchant and Consultant agree that Consultant shall not be deemed to be in possession or control of the Closing Locations, the Merchandise, or other assets located therein or associated therewith (including any FF&E), or of Merchant’s employees located at the Closing Locations; and Consultant does not assume any of Merchant’s obligations or liabilities with respect thereto.

(C) Notwithstanding any other provision of this Agreement, Merchant and Consultant agree that Merchant shall bear all responsibility for product liability relating to any Merchandise or FF&E sold under this Agreement, before, during and after the Sale Term; *provided, however*, that Consultant bears all responsibility for product liability relating to any Additional Consultant Goods sold under this Agreement, before, during, and after the Sale Term.

10. INDEMNIFICATION

(A) Consultant shall indemnify and hold Merchant and its affiliates, and their respective officers, directors, employees, consultants, and independent contractors (collectively, the “Merchant Indemnified Parties”) harmless from and against all third-party claims, demands, penalties, losses, liabilities and damages, including, without limitation, reasonable and documented attorneys’ fees and expenses, directly or indirectly asserted against, resulting from or related to:

(i) Consultant’s material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained herein or in any written agreement entered into in connection herewith;

(ii) any harassment or any other unlawful, tortious or otherwise actionable treatment of any employees or agents of Merchant by Consultant, its affiliates or their respective officers, directors, employees, agents, independent contractors or representatives (including without limitation any non-Merchant employee supervisors);

(iii) any claims by any party engaged by Consultant as an employee or independent contractor (including without limitation any non-Merchant employee supervisor) arising out of such employment or engagement;

(iv) the negligence, willful misconduct or unlawful acts of Consultant, its affiliates or their respective officers, directors, employees, Consultants, independent contractors or representatives; provided, that Consultant shall not be obligated to indemnify any Merchant Indemnified Party from or against any claims, demands, penalties, losses, liabilities or damages arising primarily from any Merchant Indemnified Party's gross negligence, willful misconduct, or unlawful act; and/or

(v) any consumer warranty or products liability claims relating to any Additional Consultant Goods.

(B) Merchant shall indemnify and hold Consultant, its affiliates and their respective officers, directors, employees, consultants, and independent contractors (collectively, "Consultant Indemnified Parties") harmless from and against all third-party claims, demands, penalties, losses, liabilities and damages, including, without limitation, reasonable attorneys' fees and expenses, directly or indirectly asserted against, resulting from or related to:

(i) Merchant's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained herein or in any written agreement entered into in connection herewith;

(ii) any claims by any party engaged by Merchant as an employee or independent contractor arising out of such engagement;

(iii) any consumer warranty or products liability claims relating to any Merchandise; and/or

(iv) the negligence, willful misconduct or unlawful acts of Merchant, its affiliates or their respective officers, directors, employees, agents, independent contractors or representatives; provided, that Merchant shall not be obligated to indemnify any Consultant Indemnified Party from or against any claims, demands, penalties, losses, liabilities or damages arising primarily from any Consultant Indemnified Party's gross negligence, willful misconduct, or unlawful act.

11. REPRESENTATIONS AND WARRANTIES

(A) Representations and Warranties of Consultant. Each party comprising the Consultant hereby represents, warrants and covenants in favor of Merchant as follows:

(i) Consultant has taken all necessary action required to authorize the execution, performance and delivery of this agreement, and to consummate the transactions contemplated hereby.

(ii) Upon execution by the Parties hereto, this Agreement is a valid and binding obligation of Consultant enforceable in accordance with its terms.

(iii) No action or proceeding has been instituted or, to Consultant's knowledge, threatened, affecting the consummation of this Agreement or the transactions contemplated herein.

(iv) Consultant will comply with and act in accordance with any and all applicable state and local laws, rules and regulations and other legal obligations of all governmental authorities and the terms/restrictions of the Underlying Occupancy Agreements, except as otherwise provided in any Approval Order or in any other order of a Bankruptcy Court.

(B) Representations and Warranties of Merchant. The Merchant hereby represents, warrants and covenants in favor of Consultant as follows:

(i) Merchant has taken all necessary action required to authorize its execution, performance and delivery of this Agreement, and to consummate the transactions contemplated hereby.

(ii) Upon execution by the Parties hereto, this Agreement is a valid and binding obligation of the Merchant enforceable in accordance with its terms, subject only to any applicable bankruptcy, insolvency or similar laws affecting the rights of creditors generally and the availability of equitable remedies.

(iii) No action or proceeding has been instituted or, to Merchant's knowledge, threatened, affecting the consummation of this Agreement or the transactions contemplated herein.

12. BANKRUPTCY COURT MATTERS

(A) Merchant has advised Consultant that following execution of this Agreement and the occurrence of the Sale Commencement Date each entity comprising the Merchant may file a voluntary petition for relief under chapter 11 of title 11, United States Code, 11 U.S.C. §101, et seq. (as amended and in effect from time to time, the "Bankruptcy Code", and such cases the "Bankruptcy Cases").

(B) In the event Merchant commences the Bankruptcy Cases, then no later than two (2) days after the later of (i) execution of this Agreement and (ii) the filing of the Bankruptcy Cases, Merchant shall file a motion (the "Store Closing Motion") seeking entry of an order of the applicable Bankruptcy Court pursuant to sections 363(b) and 365 of the Bankruptcy Code (and not pursuant to sections 327, 328, 330, or 331 thereof) with terms acceptable to both Merchant and Consultant, among other things: (a) approving this Agreement and Merchant's assumption thereof, (b) approving the Merchant's engagement of Consultant to perform the Services contemplated by this Agreement, (c) authorizing Merchant's conduct of the Sale, without necessity to comply with state and local laws, rules and regulations, including, but not limited to, licensing requirements, purporting to restrict the conduct of the Sale (but subject to conduct of the Sale in accordance with the Sale Guidelines), (d) approving the Sale Guidelines, (e) authorizing Merchant's conduct of the Sale notwithstanding any restrictive provisions in any Underlying Occupancy Agreement(s) that purport to preclude or restrict the conduct of the Sale at the Stores or the necessity of obtaining any third party consents, (f) authorizing Merchant's payment to Consultant of any earned Base Consulting Fee and/or FF&E Commission, if any, and further authorizing Merchant's reimbursement to Consultant of any

Consultant Controlled Expenses or other amounts that may be advanced by Consultant on Merchant's behalf, (g) providing that the payment of all fees and reimbursement of expenses hereunder to Consultant is approved without further order of the court and shall be free and clear of all liens, claims and encumbrances, (h) all such payments of fees and reimbursement of expenses shall be made on a weekly basis without further order of the Bankruptcy Court and otherwise in accordance with this Agreement, (i) providing for the protection of such fees and expenses on terms and conditions reasonably acceptable to each of the Consultant and the Lender Agent, and (j) such other terms and provisions as may be necessary or appropriate to facilitate the conduct of the Sale (such order, an "Approval Order"). Merchant shall exercise reasonable best efforts to have the Approval Order entered on an interim basis on or prior to ten (10) calendar days after the commencement of the Bankruptcy Cases, and entered on a final basis on or prior to thirty (30) calendar days after the Commencement of the Bankruptcy Cases. In the event the Approval Order is not entered on an interim basis and a final basis by the Bankruptcy Court or does not include the terms and conditions contained herein, Merchant shall nevertheless be obligated to reimburse Consultant for any Consultant Controlled Expenses incurred in connection with the Sale through and including the day immediately after denial of such motion by the Bankruptcy Court. From and after entry of the interim Approval Order, Consultant shall conduct the Sale in accordance with the terms of the applicable Approval Order in all material respects.

13. MISCELLANEOUS

(A) This Agreement constitutes the entire agreement between the Parties with respect to the matters contemplated hereby and supersedes and cancels all prior agreements, including, but not limited to, all proposals, letters of intent or representations, written or oral, with respect thereto. This Agreement may not be modified except in a written instrument executed by each of the Parties hereto.

(B) No consent or waiver by any party, express or implied, to or of any breach or default by the other in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligation of such Party. The failure on the part of any Party to complain of any act or failure to act by the other party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

(C) Nothing contained in this Agreement shall be deemed to create any relationship between Merchant and Consultant other than that of Consultant as an independent contractor of Merchant, and it is stipulated that the parties are not partners or joint venturers in any way. Unless expressly set forth herein to the contrary, to the extent that either Party's consent is required/requested hereunder, such consent shall not be unreasonably withheld or delayed.

(D) This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns; provided, however, that this Agreement may not be assigned by either Party without the prior written consent of the other. The foregoing notwithstanding, subject to the prior written consent of Merchant (which consent shall not be unreasonably withheld, delayed, denied or conditioned, and shall be deemed to have been given if Merchant has not responded to a request for such consent within two (2) business days of such request having been made), Consultant shall have the right to syndicate and partner with additional entities to serve as "Consultant" hereunder as to this Agreement and as to any similar agreements.

(E) This Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the law of the State of New York.

(F) In the event any term or provision contained within this Agreement shall be deemed illegal or unenforceable, then such offending term or provision shall be considered deleted from this Agreement and the remaining terms shall continue to be in full force and effect.

(G) Any notice or other communication under this Agreement shall be in writing and may be delivered personally or sent by facsimile or by prepaid registered or certified mail, addressed as follows:

If to Merchant:

Tuesday Morning, Inc.
6250 LBJ Freeway
Dallas, TX 75240
Attn: Jenny Barber-Gray
Email: jgray@tuesdaymorning.com

With a copy to (which shall not constitute notice):

Haynes and Boone, LLP
2323 Victory Avenue, Suite 700
Dallas, Texas 75219
Attn: Sakina Foster
Email: Sakina.foster@haynesboone.com

If to Consultant:

Gordon Brothers Retail Partners, LLC
Prudential Tower
800 Boylston Street
Boston, MA 02119
Attn: Rick Edwards, President
David Braun, Counsel
Email: redwards@gordonbrothers.com
dbraun@gordonbrothers.com

With a copy to (which shall not constitute notice):

Riemer & Braunstein LLP
Times Square Tower
Seven Times Square, Suite 2506
New York, NY 10036
Attn: Steven E. Fox
Email: sfox@riemerlaw.com

(I) This Agreement shall terminate upon the completion and approval of the Final Settlement (as provided herein); provided, however, that either Party may terminate this Agreement in the event that the other commits a material breach or material failure of its obligations hereunder. If either Party seeks to terminate this Agreement by reason of a claim of a material breach or material failure, such Party shall provide the other party with not less than five (5) business days' prior written notice stating with specificity the nature of the claimed material breach or material failure, and the Party receiving such notice shall have five (5) business days in which to cure such material breach or material failure, failing which this

Agreement shall be deemed terminated. In the event this Agreement is terminated by Consultant on account of a material breach or material failure by Merchant, Consultant shall be entitled to be paid any Base Consulting Fee and the FF&E Commission earned and accrued through the date of termination, together with reimbursement of any Consultant Controlled Expenses or FF&E Expenses incurred in conformity with the Consultant Expense Budget and FF&E budget, respectively, through the date of such termination.

(J) All information of a business nature relating to the pricing, sales, promotions, marketing, assets, liabilities or other business affairs of Merchant, its customers, parent, subsidiary or other affiliated entities in relation to the Sale shall be subject to the existing confidentiality agreement between the Merchant and Consultant.

(K) If any casualty or act of God, war, or terrorism prevents or substantially inhibits the conduct of business in the ordinary course at any Store(s), then the subject location(s) and the remaining Merchandise located thereat shall be eliminated from the Sale and considered to be deleted from this Agreement as of the date of such event, and Consultant and shall have no further rights or obligations hereunder with respect thereto.

(L) For purposes of this Agreement, (a) the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments and appendices mean the sections of, and exhibits, schedules, attachments and appendices attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties drafted this Agreement without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

(M) Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the state or federal courts in the State of New York located in New York County; provided, that following commencement of the Bankruptcy Cases the Parties agree that the Bankruptcy Court and the Federal District Court for the Northern District of Texas shall have exclusive jurisdiction to hear and determine any and all disputes arising under or related to this Agreement and/or the Approval Order. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only as provided herein. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(N) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(O) This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and permitted assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(P) All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.

[Remainder of Page Intentionally Left Blank;
signatures appear next page]

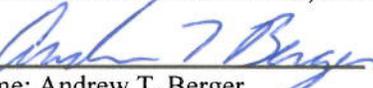
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

MERCHANT:

TUESDAY MORNING, INC.

By: 
Name: Andrew T. Berger
Title: Chief Executive Officer

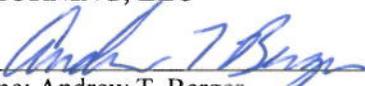
TUESDAY MORNING PARTNERS, LTD.

By: 
Name: Andrew T. Berger
Title: Chief Executive Officer

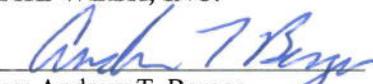
TMI HOLDINGS, INC.

By: 
Name: Andrew T. Berger
Title: Chief Executive Officer

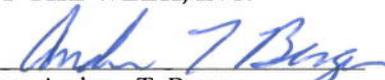
FRIDAY MORNING, LLC

By: 
Name: Andrew T. Berger
Title: Chief Executive Officer

DAYS OF THE WEEK, INC.

By: 
Name: Andrew T. Berger
Title: Chief Executive Officer

NIGHTS OF THE WEEK, INC.

By: 
Name: Andrew T. Berger
Title: Chief Executive Officer

[signatures continued next page]

CONSULTANT:

GORDON BROTHERS RETAIL PARTNERS, LLC

By: 
Name: Richard Edwards
Title: President - North America - Retail

3323673.7

CONSULTING AGREEMENT EXHIBIT A

Tuesday Morning

Store Closing First Pass

Store #	Full Address	City	State	Updated Closing
0168	Sav-On Drug Center 17120 Magnolia Street Fountain Valley, CA 92708	Fountain Valley	CA	19-Jan
0176	23855 Hawthorne Blvd. Torrance, CA 90505	Torrance	CA	20-Jan
0201	Pacific Plaza Shopping Center 1772-D Garnet Avenue San Diego, CA 92109	San Diego	CA	19-Jan
0220	Pride Shopping Center 22950 Victory Blvd. Woodland Hills, CA 91367	Woodland Hills	CA	19-Jan
0221	Har Mar Mall 2100 N. Snelling Avenue #2 Roseville, MN 55113	Roseville	MN	19-Jan
0247	7 & 41 Crossings Center 2497 Highway 7 Excelsior, MN 55331	Excelsior	MN	19-Jan
0261	Regency Plaza 7255 Greenback Ln Citrus Heights, CA 95621	Citrus Heights	CA	19-Jan
0262	Valley Del Rio Shopping Center 4242 Camino Del Rio Suite 7 San Diego, CA 92108	San Diego	CA	19-Jan
0276	Family Center of Orem 168 East University Parkway Orem, UT 84058	Orem	UT	19-Jan
0294	901 Santa Monica Blvd. Santa Monica, CA 90401	Santa Monica	CA	19-Jan
0298	Rampart Plaza 8520 Del Webb Blvd. Las Vegas, NV 89134	Las Vegas	NV	19-Jan
0327	Fairway Commons Shopping Center 5771A Five Star Blvd. Roseville, CA 95678	Roseville	CA	19-Jan
0334	Clocktower Square 2900 University Ave, Ste 230 West Des Moines, IA 50266	Des Moines	IA	19-Jan
0345	Glendora East Shopping Center 1000 E. Route 66 Suite E Glendora, CA 91740	Glendora	CA	19-Jan
0392	East Park Shopping Center 200 N. 66th St, Suite 6 Lincoln, NE 68505	Lincoln	NE	19-Jan
0393	Granada Hills Town Center 18040 Chatsworth St. Granada Hills, CA 91344	Granada Hills	CA	19-Jan

0395	Cedar Hills Crossing 3485 SW Cedar Hills Blvd., Ste 160 Beaverton, OR 97005-1337	Beaverton	OR	19-Jan
0399	Montecito Crossing 6650 N. Durango Dr. Ste 110 Las Vegas, NV 89149	Las Vegas	NV	19-Jan
0400	Terra Vista Town Center 11098 East Foothill Blvd., Ste 120 Rancho Cucamonga, CA 91730-3681	Cucamonga	CA	19-Jan
0406	San Marin Plaza 191 San Marin Drive Novato, CA 94945	Novato	CA	19-Jan
0415	The Trading Post Shopping Center 850 Herndon Ave., Ste 102 Clovis, CA 93619	Clovis	CA	19-Jan
0437	890 Blossom Hill Road San Jose, CA 95123	San Jose	CA	19-Jan
0443	Redlands Town Center 9940 Alabama Street, Suite C Redlands, CA 92374	Redlands	CA	19-Jan
0448	Rosedale Village Shopping Center 2721 Calloway Drive Bakersfield, CA 93312-2618	Bakersfield	CA	19-Jan
0451	Riviera Plaza (Telephone Plaza) 4756 Telephone Road, Suite #3 Ventura, CA 93003	Ventura	CA	19-Jan
0489	Santiago Hills Marketplace 8520 E. Chapman Ave Orange, CA 92869	Orange	CA	19-Jan
0523	Gresham Square 56 NW Burnside Gresham, OR 97030	Gresham	OR	19-Jan
0538	4050 Riverdale Rd. Riverdale, UT 84405	Riverdale	UT	19-Jan
0539	Village Shopping Center 902 W. Kimberly Road Suite 10 Davenport, IA 52806	Davenport	IA	19-Jan
0547	Brickyard Shopping Center 1130 Brickyard Rd. Salt Lake City, UT 84106	Salt Lake City	UT	19-Jan
0572	Division Place I 2730 Division St. St. Cloud, MN 56301-3817	St. Cloud	MN	19-Jan
0579	Vintage Plaza 3250 Dale Road Modesto, CA 95356	Modesto	CA	19-Jan
0597	Camarillo Village Square 2450 Las Posas Road, Ste H Camarillo, CA 93010	Camarillo	CA	19-Jan
0616	Skypark Plaza Shopping Center 2485 Notre Dame Blvd. Suite 410 Chico, CA 95928	Chico	CA	19-Jan

0618	Hamburg Village Square 140 Pine Street Hamburg, NY 14075	Hamburg	NY	19-Jan
0631	Greenlawn Plaza 773 Pulaski Road Unit #5 Greenlawn, NY 11740	Greenlawn	NY	19-Jan
0655	The Shoppes at Zion 250 Red Cliffs Dr. Suites 37, 38, & 39 St. George, UT 84790	George	UT	19-Jan
0663	Hilltop / Redding Plaza 1635 A-C & M Hilltop Dr. Redding, CA 96002	Redding	CA	19-Jan
0673	Evergreen Crossing Shopping Center 13808 E. Indiana Ave. Spokane Valley, WA 99216	Spokane Valley	WA	19-Jan
0691	Hilfiker Square 4450 Commercial St. SE Salem, OR 97302	Salem	OR	19-Jan
0709	Coral Ridge Mall 1451 Coral Ridge Avenue Coralville, IA 52241	Coralville	IA	19-Jan
0719	Bend Factory Stores 61334 S. Highway 97, Ste 280 Bend, OR 97702	Bend	OR	19-Jan
0721	Village La Verne 2139 Foothill Blvd. La Verne, CA 91750	La Verne	CA	19-Jan
0736	Town Center Plaza 44250 Town Center Way, Ste C-11 Palm Desert, CA 92260	Palm Desert	CA	19-Jan
0738	Bear Creek Plaza 850 Biddle Rd. Medford, OR 97504	Medford	OR	19-Jan
0740	North County Plaza 1824 Marron Rd. Carlsbad, CA 92008	Carlsbad	CA	19-Jan
0752	Hazel Dell Marketplace 628 NE 81st St. Suites D & C Vancouver, WA 98665	Vancouver	WA	19-Jan
0755	Southgate Shopping Center 3921 South Carson Street Carson City, NV 89701	Carson City	NV	19-Jan
0769	Milwaukie Marketplace 10890 SE Oak Street Milwaukie, OR 97222	Milwaukie	OR	19-Jan
0781	Midland Park Shopping Center 85 Godwin Ave., Unit 31A Midland Park, NJ 07432	Midland Park	NJ	19-Jan
0791	Greenfield Place 4930 South 74th Street Greenfield, WI 53220	Greenfield	WI	19-Jan

0857	Redwood Gateway 1355 N. McDowell Blvd. Petaluma, CA 94954	Petaluma	CA	19-Jan
0858	South Sound Center 719 Sleater - Kinney Rd. SE, Suite 162 Lacey, WA 98503	Lacey	WA	19-Jan
0877	Lakewood Marketplace 5432 Woodruff Ave. Lakewood, CA 90713	Lakewood	CA	19-Jan
1030	Woodcrest Plaza 17126 Van Buren Blvd. Riverside, CA 92504	Riverside	CA	19-Jan
1092	UC Marketplace 3338 Governor Dr. San Diego, CA 92122	San Diego	CA	19-Jan
1093	Del Monte Plaza 6013 S. Virginia St. Reno, NV 89502	Reno	NV	19-Jan
1102	Folsom Faire 685 East Bidwell St. Folsom, CA 95630	Folsom	CA	19-Jan
1106	Panorama Plaza 1601 Penfield Rd. Penfield, NY 14625	Penfield	NY	19-Jan
1130	Meridian Town Center 13410 Meridian Ave East Puyallup, WA 98373	Puyallup	WA	19-Jan
1220	Rancho San Diego Towne Center 2983 Jamacha Rd. El Cajon, CA 92019	El Cajon	CA	19-Jan
1231	The Shoppes at Fox River 1110 West Sunset Sr., Ste 140 Waukesha, WI 53189-8423	Waukesha	WI	19-Jan
1235	Plaza 41 2721 West 41st Street Sioux Falls, SD 57105	Sioux Falls	SD	19-Jan

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CONSULTING AGREEMENT EXHIBIT B

Gordon Brothers

401

Store #	Full Address	City	State	
0013	Bowles Crossing 8055 W. Bowles Ave., Ste 800 Littleton, CO 80123	Littleton	CO	Post 1/26
0014	The B Spot on Burnet 7301 Burnet Road Suite 300 Austin, TX 78757	Austin	TX	Post 1/26
0035	Harwood Village North 609 Harwood Rd. Bedford, TX 76021	Bedford	TX	Post 1/26
0090	Smoketown Station 2890 Prince William Pkwy Woodridge, VA 22192	Woodridge	VA	Post 1/26
0095	Hollieanna Center 701 S. Orlando Ave. Winter Park, FL 32789	Winter Park	FL	Post 1/26
0137	Germantown Plaza Shopping Center 2031 Exeter Rd., Ste 101 & 102 Germantown, TN 38138	Germantown	TN	Post 1/26
0146	Windsor Square Shopping Center 9945 E. Independence Blvd. Matthews, NC 28105-4621	Matthews	NC	Post 1/26
0149	Olentangy Plaza 885 Bethel Rd. Columbus, OH 43214	Columbus	OH	Post 1/26
0164	Broadway Wilmot 6228 E. Broadway Blvd., Suite 150 Tucson, AZ 85711	Tucson	AZ	Post 1/26
0184	Eastwood Village 1620 Montclair Rd. Irondale, AL 35210	Irondale	AL	Post 1/26
0186	Harbison Court 264 Harbison Blvd #14 Columbia, SC 29212-2282	Columbia	SC	Post 1/26
0231	Whitaker Square Shopping Center 1947 North Pease Haven Road, Space #1947 Winston-Salem, NC 27106	Winston-Salem	NC	Post 1/26
0282	Cherry Grove Plaza 454 Ohio Pike, Unit 54 Cincinnati, OH 45255	Cincinnati	OH	Post 1/26

0288	Plaza de Santa Fe II 3553 Zafarano Dr. Santa Fe, NM 87507	Santa Fe	NM	Post 1/26
0357	Battleground Plaza 3726-A Battleground Avenue Greensboro, NC 27410	Greensboro	NC	Post 1/26
0358	Butler Plaza Central 3728 SW Archer Rd. Gainesville, FL 32608	Gainesville	FL	Post 1/26
0458	University Hills South 2890 S. Colorado Blvd. Suite 1-A Denver, CO 80222	Denver	CO	Post 1/26
0546	Riverchase Promenade 1705 Montgomery Hwy S Hoover, AL 35244	Hoover	AL	Post 1/26
0606	Sonora Village 15449 N. Hayden Rd, Ste 101 Scottsdale, AZ 85260	Scottsdale	AZ	Post 1/26
0656	Village at Twin Peaks 1240 S. Hover St., Ste 500 Longmont, CO 80501	Longmont	CO	Post 1/26
0732	Big Oaks Crossing 3885 N. Gloster St. Tupelo, MS 38804-9732	Tupelo	MS	Post 1/26
0798	Kingsport Shopping Center 1409 East Stone Dr Kingsport, TN 37660	Kingsport	TN	Post 1/26
0799	New Hope Commons 5426 New Hope Commons Dr. Durham, NC 27707	Durham	NC	Post 1/26
0813	Pigeon River Crossing 2727 Teaster Lane Pigeon Forge, TN 37863	Pigeon Forge	TN	Post 1/26
0845	Olivette S/C 9656 Olive Blvd. Olivette, MO 63132	Olivette	MO	Post 1/26
0924	Westside South Shopping Center 64 Westbank Expressway, Unit G Gretna, LA 70053	Gretna	LA	Post 1/26
0930	774 E. King St. Boone, NC 28607	Boone	NC	Post 1/26
1100	Gateway Market Center 7895 Martin Luther King Jr. Street North St. Petersburg, FL 33702-4111	St. Petersburg	FL	Post 1/26
1111	Applewood Village 3354 Youngfield St. Wheat Ridge, CO 80033	Wheat Ridge	CO	Post 1/26
1158	Southland Shopping Center 6845 Pearl Rd. Middleburg Heights, OH 44130	Middleburg Heights	OH	Post 1/26
1161	Presidential Commons 1708A Scenic Highway N. Snellville, GA 30078	Snellville	GA	Post 1/26

1175	Westhill Village Shopping Center 7525 Westheimer Houston, TX 77063	Houston	TX	Post 1/26
1180	Highland Square 2008 S. Caraway Rd. Jonesboro, AR 72401	Jonesboro	AR	Post 1/26
1186	Cypress Trace 13300 S. Cleveland Ave. Ste 47 Fort Myers, FL 33907-3883	Fort Myers	FL	Post 1/26
1192	Titus Landing 2420 Washington Ave Titusville, FL 32781	Titusville	FL	Post 1/26
1202	The Shops at Turkey Creek 501 SE Washington Blvd, Ste C Bartlesville, OK 74006	Bartlesville	OK	Post 1/26
1218	Shops at Chisholm Trail Ranch 5517 Sierra Springs Lane Fort Worth, TX 76123	Fort Worth	TX	Post 1/26
1237	Magothy Gateway 139 Ritchie Hwy, Ste C Severna Park, MD 21146	Severna Park	MD	Post 1/26
0185	Bailey Cove Shopping Center 7900 Bailey Cove Road Suite 8 Huntsville, AL 35802	Huntsville	AL	Post 1/26
0359	Brook Highland Plaza 5291 Highway 280, Unit 2B Birmingham, AL 35242	Birmingham	AL	Post 1/26
0023	Congressional Plaza 1616 East Jefferson St #12B Rockville, MD 20852	Rockville	MD	Post 1/26
0029	Indian Lake West Shopping Center 259 Indian Lake Blvd. Hendersonville, TN 37075	Hendersonville	TN	Post 1/26
0031	Westheimer Commons 12568 Westheimer Rd. Houston, TX 77077	Houston	TX	Post 1/26
0049	Market at Southpark 7951 S. Broadway Littleton, CO 80122-2715	Littleton	CO	Post 1/26
0542	Midtown Mart 3051 Dauphin Street Mobile, AL 36606	Mobile	AL	Post 1/26
0067	Tanglewood Village Shopping Center 2110 W. Slaughter Lane Suite 168 Austin, TX 78748	Austin	TX	Post 1/26
0074	Hulen Fashion Center 5240 South Hulen Street Fort Worth, TX 76132	Fort Worth	TX	Post 1/26
0567	Westside Centre 6275 University Dr NW, Unit 8 Huntsville, AL 35806-1776	Huntsville	AL	Post 1/26

0679	Circle West 3114 Ross Clark Circle Dothan, AL 36303	Dothan	AL	Post 1/26
0084	Erindale Center 5677 N. Academy Blvd Colorado Springs, CO 80918	Colorado Springs	CO	Post 1/26
0096	St. John's Plaza 9150 Baltimore National Pike, Ste 1B Ellicott City, MD 21042	Ellicott City	MD	Post 1/26
0712	Paradise Isle 1720 Gulf Shores Pkwy Gulf Shores, AL 36542	Gulf Shores	AL	Post 1/26
0105	Crossroads Shopping Center 125 E. Reynolds Rd., Ste 145 Lexington, KY 40517	Lexington	KY	Post 1/26
0107	Bay Ridge Plaza 121 Hillsmere Plaza Annapolis, MD 21403	Annapolis	MD	Post 1/26
0120	Regency Lakes Shopping Center 2423 N. Greenwich Wichita, KS 67226	Wichita	KS	Post 1/26
0127	Plaza East 217 N. Green River Road Evansville, IN 47715	Evansville	IN	Post 1/26
0131	Broad Shopping Center 9125 W. Broad St., Ste J Richmond, VA 23294	Richmond	VA	Post 1/26
0132	Roswell Towne Center 608 Holcomb Bridge Rd., Ste 220 Roswell, GA 30076-1712	Roswell	GA	Post 1/26
0144	Creekside Crossing 404 East Six Forks Road Raleigh, NC 27609	Raleigh	NC	Post 1/26
1003	Rockwood Plaza 204 South Rockwood Dr., Suite E Cabot, AR 72023	Cabot	AR	Post 1/26
0159	McClintock Fountains 1840 E. Warner Road Suite M-2 Tempe, AZ 85284	Tempe	AZ	Post 1/26
0274	Arrowhead Plaza 20165 N. 67th Ave., #118 Glendale, AZ 85308	Glendale	AZ	Post 1/26
0181	West Springfield Shopping Center 6230 Rolling Road Bays N,O,P West Springfield, VA 22152	Springfield	VA	Post 1/26
0699	Mesa Pavilions North 6952 E. Hampton Ave. Mesa, AZ 85206	Mesa	AZ	Post 1/26
0810	Ventana Village Shopping Center 6884 East Sunrise Dr., Unit 150 Tucson, AZ 85750	Tucson	AZ	Post 1/26

0198	Picadilly Square 10010 Abercorn St. Unit 1 Savannah, GA 31406	Savannah	GA	Post 1/26
0202	Shoppes of Oakbrook 11692 US Hwy 1 North Palm Beach, FL 33408	North Palm Beach	FL	Post 1/26
0204	Lantana Square Shopping Center 154-156 Lantana Drive Hockessin, DE 19707	Hockessin	DE	Post 1/26
0227	Countryside Centre 2561 Countryside Blvd, Suite 3 Clearwater, FL 33761	Clearwater	FL	Post 1/26
0236	Northdale Promenade 15692 Dale Mabry Hwy Tampa, FL 33618 - 1606	Tampa	FL	Post 1/26
0253	Harmony Marketplace 4426 South College Ave. Ft. Collins, CO 80525	Ft. Collins	CO	Post 1/26
0289	Pompano Plaza 949 - A East Mcnab Rd. Pompano Beach, FL 33062	Pompano Beach	FL	Post 1/26
0559	Lake Washington Square 2447 N. Wickham Road Suite 112 Melbourne, FL 32935	Melbourne	FL	Post 1/26
0612	West Volusia Regional SC 2661 S. Woodland Blvd. Deland, FL 32720	Deland	FL	Post 1/26
0329	Alps Village 191 Alps Road, Suite 13B Athens, GA 30606	Athens	GA	Post 1/26
0336	Troy Commons 905 East Big Beaver Rd. Troy, MI 48083	Troy	MI	Post 1/26
0339	The Shops at Stratford Hills 7101 Forest Hill Ave., Ste F Richmond, VA 23225-1553	Richmond	VA	Post 1/26
0353	The Commons at Dexter Lake 1625 Germantown Parkway, Suite 101 Cordova, TN 38016	Cordova	TN	Post 1/26
0818	Palm Cay Plaza 745 N. Courtenay Pkwy. Merritt Island, FL 32953	Merritt Island	FL	Post 1/26
1045	Sun City Center Plaza 1615 Sun City Center Plaza Sun City Center, FL 33573	Sun City Center	FL	Post 1/26
0388	Gateway Commons Phase I 2600 Calumet Trace Owensboro, KY 42303-2125	Owensboro	KY	Post 1/26
0425	Rock Spring S/C 1447 Rock Spring Road Bel Air, MD 21014	Bel Air	MD	Post 1/26

0426	Centerpointe Mall 3661 28th Street SE Grand Rapids, MI 49512-1605	Grand Rapids	MI	Post 1/26
0430	Thompson Creek S/C 380 Thompson Creek Rd. Suites D-07 & D-10A Stevensville, MD 21666	Stevensville	MD	Post 1/26
0439	Brodie Oaks S/C 4006 S. Lamar Suite 850 Austin, TX 78704	Austin	TX	Post 1/26
0462	Pueblo Shopping Center 220 W. 29th St. Pueblo, CO 81008	Pueblo	CO	Post 1/26
0469	McKinley Town & Country Shopping Centre 2548 Miracle Lane Mishawaka, IN 46545	Mishawaka	IN	Post 1/26
0472	Southland Shopping Center 6140 South Westnedge Ave. Portage, MI 49002	Portage	MI	Post 1/26
0474	Parker Marketplace II 18721 East Ponderosa Dr., Units A&B Parker, CO 80134-8824	Parker	CO	Post 1/26
1052	Corridors at Ponte Vedra Shopping Center 840 A1A North, Suite 210 Ponte Vedra, FL 32082	Ponte Vedra	FL	Post 1/26
0520	Parkside Shops 5920 Roswell Road, NE Box 45 - Suite C-204 Atlanta, GA 30328	Atlanta	GA	Post 1/26
0521	Red Cliff Pointe 2650 North Avenue Suites 111 - 115 Grand Junction, CO 81501	Grand Junction	CO	Post 1/26
0524	Shallowford Crossing 2421 Shallowford Road, NE Suite 120 Marietta, GA 30066	Marietta	GA	Post 1/26
1159	Suntree Square Shopping Center 7777 N. Wickham Rd., Ste #1 Melbourne, FL 32940	Melbourne	FL	Post 1/26
0004	North Lake Business Park 1901 Montreal Road Suite 129 Tucker, GA 30084	Tucker	GA	Post 1/26
0537	Ken's Plaza 3122-A East Oakland Johnson City, TN 37601	Johnson City	TN	Post 1/26
0525	Galleria Square Shopping Center 4025 Watson Blvd. Suite 180 & 200 Warner Robins, GA 31093	Warner Robins	GA	Post 1/26

0593	University Square 1401 West Glen Suite A Peoria, IL 61614	Peoria	IL	Post 1/26
0544	Bell Towne Plaza 245 E. Bell Road Suite 26 Phoenix, AZ 85022	Phoenix	AZ	Post 1/26
0548	118 W. 21st Street Norfolk, VA 23517	Norfolk	VA	Post 1/26
0549	Warwick Village S/C 11006 Warwick Blvd. Suite 426-A Newport News, VA 23601	Newport News	VA	Post 1/26
0550	McGregor Pointe S/C 15271 McGregor Blvd. Ft. Myers, FL 33908	Ft. Myers	FL	Post 1/26
0551	Cortez Commons 5630 Cortez Road West Bradenton, FL 34210	Bradenton	FL	Post 1/26
0574	Sagamore @ 26 Shopping Center 311 Sagamore Pkwy North Lafayette, IN 47904	Lafayette	IN	Post 1/26
0565	Marketview Center 45 E Marketview Dr. Champaign, IL 61820-7832	Champaign	IL	Post 1/26
0604	JoAnn's Plaza 4710 Coldwater Rd. Fort Wayne, IN 46825	Fort Wayne	IN	Post 1/26
0615	Parkwest Shopping Center 3962 West Jefferson Blvd. Ft. Wayne, IN 46804	Ft. Wayne	IN	Post 1/26
0570	Akers Center 1495 E. Franklin Blvd. Gastonia, NC 28054	Gastonia	NC	Post 1/26
0171	Town Fair Center 1915 S. Hurstbourne Pkwy Louisville, KY 40220	Louisville	KY	Post 1/26
0880	Kentucky Oaks Plaza 3250 James Sanders Blvd. Paducah, KY 42001	Paducah	KY	Post 1/26
0921	Woodhill Circle 1555 East New Circle Rd. Lexington, KY 40509	Lexington	KY	Post 1/26
0592	Plantation Commons 4489-E Commons Drive West Destin, FL 32541	Destin	FL	Post 1/26
0083	Hammond Aire Plaza 9626 Airline Hwy, Ste C1 Baton Rouge, LA 70815-5556	Baton Rouge	LA	Post 1/26
0602	Westpark Towne Plaza 301 N. Milwaukee St. Boise, ID 83704	Boise	ID	Post 1/26

0104	Creve Coeur Plaza 780 N. New Ballas Rd. Creve Coeur, MO 63141	Creve Coeur	MO	Post 1/26
0605	Town And Country Shopping Center 2345 S. MacArthur Blvd. Springfield, IL 62704	Springfield	IL	Post 1/26
0608	Garden Market 4700 Gilbert Street Suite 25 Western Springs, IL 60558	Western Springs	IL	Post 1/26
0569	Stateline Station 1130 W. 136th St Kansas City, MO 64145	Kansas City	MO	Post 1/26
0801	South Lake Centre 195 Goodman Rd. W. Southaven, MS 38671-9033	Southaven	MS	Post 1/26
0624	Northgate Plaza Shopping Center 13832 Georgia Avenue Silver Spring, MD 20906	Silver Spring	MD	Post 1/26
0147	Park Square Shopping Center 2442 Park Rd. Charlotte, NC 28203	Charlotte	NC	Post 1/26
0649	Downtown Farmington Center 23314 Farmington Rd. Farmington, MI 48336	Farmington	MI	Post 1/26
0723	South Hills Mall & Plaza 1297 Buck Jones Rd. Raleigh, NC 27606	Raleigh	NC	Post 1/26
0728	Brennan Station 8111 Creedmoor Road #127 Raleigh, NC 27613	Raleigh	NC	Post 1/26
0675	Glenway Crossing 5056 Glencrossing Way #158 Cincinnati, OH 45238	Cincinnati	OH	Post 1/26
0806	Cheshire Place 3716 West W.T. Harris Blvd, Suite B Charlotte, NC 28269	Charlotte	NC	Post 1/26
0683	Coeur D' Alene Center 227 W. Appleway Ave. Coeur D' Alene, ID 83814	Coeur D' Alene	ID	Post 1/26
0835	Wakefield Crossing Shopping Center 13200 New Falls of Neuse Rd. Suite 127 Raleigh, NC 27614	Raleigh	NC	Post 1/26
1184	Cottonwood Corners 10420 Coors Bypass NW., Suite 96 Albuquerque, NM 87114	Albuquerque	NM	Post 1/26
0701	Manaport Plaza 8371 Sudley Rd. Manassas, VA 20109	Manassas	VA	Post 1/26
0477	Centerville Place 1079 South Main Street Centerville, OH 45458	Centerville	OH	Post 1/26

0541	Belden Village Commons 4844 Everhard Rd. Northwest Canton, OH 44718	Canton	OH	Post 1/26
0671	Mill Run Square 3655 Fishinger Blvd. Hilliard, OH 43026	Hilliard	OH	Post 1/26
0717	Southland Plaza 2019 Sixth Ave SE Decatur, AL 35601	Decatur	AL	Post 1/26
0718	Town 'N Country Shopping Plaza 6101 Calhoun Memorial Easley, SC 29640	Easley	SC	Post 1/26
0374	Rockwell-Northwest Shopping Center 6920 NW Expressway, Suite C Oklahoma City, OK 73132-3532	Oklahoma City	OK	Post 1/26
0644	Southampton Shopping Center 500 2nd Street Pike Southampton, PA 18966	Southampton	PA	Post 1/26
0731	Eastgate Shopping Center 656 E. Boise Ave Boise, ID 83706	Boise	ID	Post 1/26
0739	South End Shopping Center 1171 Maryland Ave. Hagerstown, MD 21740	Hagerstown	MD	Post 1/26
0741	Greenville Square 703 Greenville Blvd SE Greenville, NC 27858	Greenville	NC	Post 1/26
0784	Village Crossing S/C 5613 W. Touhy Ave. Niles, IL 60714	Niles	IL	Post 1/26
0788	Las Tiendas Village 2815 South Alma School Rd, Ste 1 Chandler, AZ 85286	Chandler	AZ	Post 1/26
0796	Mall of Georgia C17 1999 Mall of Georgia Blvd., Ste A-200 Buford, GA 30519	Buford	GA	Post 1/26
0687	Donaldson's Crossroads 3911 Washington Rd., Unit 1 McMurray, PA 15317	McMurray	PA	Post 1/26
0814	Lakewood Plaza 2169 W. 12th St. Erie, PA 16505	Erie	PA	Post 1/26
1015	Village of East Side 6401 Penn Avenue Pittsburgh, PA 15206	Pittsburgh	PA	Post 1/26
0809	Homestead Mall 3223 13th Avenue South Fargo, ND 58103	Fargo	ND	Post 1/26
0192	St. Andrews Center 975 Savannah Hwy. # 254 Tu Charleston, SC 29407	Charleston	SC	Post 1/26
0573	Cashua Place Shopping Center 1900 West Palmetto Street Florence, SC 29501	Florence	SC	Post 1/26

0802	Aiken Exchange Shopping Center 2529 Whiskey Rd. Aiken, SC 29803	Aiken	SC	Post 1/26
0821	Free State Shopping Center 15530 Annapolis Rd., Ste. 120 Bowie, MD 20715	Bowie	MD	Post 1/26
1174	Belle Hall Shopping Center 680 Long Point Rd. Mount Pleasant, SC 29464-8216	Pleasant	SC	Post 1/26
0826	Dalton Outlet Shops 1001 Market Street, Ste 22 Dalton, GA 30720	Dalton	GA	Post 1/26
0005	Eastgate Center 5056 Park Ave Memphis, TN 38117-5709	Memphis	TN	Post 1/26
0563	Malco Plaza 2853 Bartlett Blvd. Bartlett, TN 38134	Bartlett	TN	Post 1/26
0866	Gateway Village 10273 W. McDowell Rd. Avondale, AZ 85392	Avondale	AZ	Post 1/26
0871	Morehead Plaza 2900 Arendell St. Ste 15 Morehead City, NC 28557	Morehead City	NC	Post 1/26
0056	Weslayan Plaza West Shopping Center 5442-A Weslayan Street Houston, TX 77005	Houston	TX	Post 1/26
0075	Pipeline Village 1323 W. Pipeline Rd. Hurst, TX 76053	Hurst	TX	Post 1/26
0895	Granada Shoppes 1000 Immokalee Rd. Naples, FL 34110	Naples	FL	Post 1/26
0303	West Towne Marketplace 6450 N. Desert Blvd., Ste 5 El Paso, TX 79912	El Paso	TX	Post 1/26
0928	The Centre on Plum Creek 774 S Perry St., Ste C Castle Rock, CO 80104	Castle Rock	CO	Post 1/26
0929	Florence Plaza 7800 Connector Dr., Store #09A Florence, KY 41042	Florence	KY	Post 1/26
0932	Lady Lake Crossing 486 N. Hwy 27/441 Lady Lake, FL 32159	Lady Lake	FL	Post 1/26
0536	Post Oak Square Shopping Center 1210 Harvey Rd. College Station, TX 77840	College Station	TX	Post 1/26
0977	Rehoboth Mall 18904 Rehoboth Mall Blvd. Rehoboth Beach, DE 19971	Rehoboth Beach	DE	Post 1/26
0713	Burleson Shopping Center 654 SW Wilshire Blvd. Burleson, TX 76028	Burleson	TX	Post 1/26

1005	Nature Coast Commons 1377 Wendy Court Spring Hill, FL 34607-3917	Spring Hill	FL	Post 1/26
1009	Providence Commons Shopping Center 655 S. Mt. Juliet Rd. Mt. Juliet, TN 37122-6319	Mt. Juliet	TN	Post 1/26
0824	Firewheel Commons 3046 Lavon Drive, Suite 129B Garland, TX 75040	Garland	TX	Post 1/26
1035	The Shoppes at Valley Forge 228 Schuylkill Road Phoenixville, PA 19460	Phoenixville	PA	Post 1/26
0834	Atascocita Market Square 8072 FM 1960 East Humble, TX 77346	Humble	TX	Post 1/26
1047	Pilgrim Gardens Shopping Center 1043 Pontiac Road Drexel Hill, PA 19026	Drexel Hill	PA	Post 1/26
0893	Santa Fe Square 3950 E. 42nd Street Odessa, TX 79762	Odessa	TX	Post 1/26
1069	Tred Avon Square 210 Marlboro Ave., Ste 47 Easton, MD 21601	Easton	MD	Post 1/26
1081	Northglenn Marketplace 10606 Melody Dr. Northglenn, CO 80234-4114	Northglenn	CO	Post 1/26
1083	Jefferson Green 12233 Jefferson Ave Newport News, VA 23602	Newport News	VA	Post 1/26
1086	Alexandria Village Green 6929 Alexandria Pike Alexandria, KY 41001	Alexandria	KY	Post 1/26
1101	Summit Place Shopping Center 209 - 237 Summit Place Shopping Center Silverthorne, CO 80498	Silverthorne	CO	Post 1/26
1119	Presidio Towne Crossing 2225 Porter Creek Dr. Fort Worth, TX 76177	Fort Worth	TX	Post 1/26
1123	Outer Banks Mall 5050 S. Croatan Hwy Nags Head, NC 27959	Nags Head	NC	Post 1/26
1140	Venice Village Shoppes 4127 Tamiami Trl S Venice, FL 34293	Venice	FL	Post 1/26
1150	River Point at Sheridan 3640 River Point Pkwy, Ste A Sheridan, CO 80110	Sheridan	CO	Post 1/26
1154	1695 McFarland Blvd. Unit B Northport, AL 35476-3256	Northport	AL	Post 1/26
1156	Deerfield Place 13069 Hwy 9N, Suite 2520 Milton, GA 30004	Milton	GA	Post 1/26

1181	Wichita Falls Shopping Center 4319 Kemp Blvd., Unit B Wichita Falls, TX 76308	Wichita Falls	TX	Post 1/26
1225	Granbury Lakeside Center 1406 E. US Hwy 377 Granbury, TX 76048	Granbury	TX	Post 1/26
1178	Village Square II 4643 Cactus Road Phoenix, AZ 85032	Phoenix	AZ	Post 1/26
1179	Landings Shopping Center 4768 S. Tamiami Trail Sarasota, FL 34231	Sarasota	FL	Post 1/26
1232	Northcross Shopping Center 5217-A N Navarro St Victoria, TX 77904	Victoria	TX	Post 1/26
0588	Hancock Village 14613 Hancock Village St. Chesterfield, VA 23832-2758	Chesterfield	VA	Post 1/26
1190	Lewisville Towne Crossing 4750 State Hwy 121, Ste #300 Lewisville, TX 75056-2913	Lewisville	TX	Post 1/26
1193	Parker Central Plaza Shopping Center 3304 Central Expressway Plano, TX 75074-2307	Plano	TX	Post 1/26
1196	Johnstown Plaza 4909 Thompson Pkwy Johnstown, CO 80534	Johnstown	CO	Post 1/26
1204	Seminole City Center 11201 Park Blvd. Seminole, FL 33618-1606	Seminole	FL	Post 1/26
1209	Dawson Marketplace 136 Marketplace Parkway Dawsonville, GA 30534-7274	Dawsonville	GA	Post 1/26
1211	Lake Pleasant Towne Center 10096 West Happy Valley Rd. Peoria, AZ 85281	Peoria	AZ	Post 1/26
1213	Powers Pointe 5637 Barnes Rd. Colorado Springs, CO 80917	Colorado Springs	CO	Post 1/26
1222	Rivergate Shopping Center 14151 Steele Creek Rd H200 Charlotte, NC 28273	Charlotte	NC	Post 1/26
0654	Ashland Hanover Shopping Center 251A N. Washington Hwy. Ashland, VA 23005	Ashland	VA	Post 1/26
0702	Hanover Village S/C 7043 Mechanicsville Turnpike Mechanicsville, VA 23111	Mechanicsville	VA	Post 1/26
0003	14303 Inwood Road Farmers Branch, TX 75244	Farmers Branch	TX	Post 1/26
0006	The Charter at May 9446 North May Ave. Oklahoma City, OK 73120	Oklahoma City	OK	Post 1/26

0007	Summit Square S/C 6110 East 71St Street Tulsa, OK 74136	Tulsa	OK	Post 1/26
0009	Village at Camp Bowie 3501 Bernie Anderson Ave. Fort Worth, TX 76116-5458	Fort Worth	TX	Post 1/26
0010	Blanco Market 18450 Blanco Rd. San Antonio, TX 78258	San Antonio	TX	Post 1/26
0011	Woodland West Shopping Center 2737 W. Park Row Drive Arlington, TX 76013	Arlington	TX	Post 1/26
0012	Corum Station II 4690 Louetta Rd. Spring, TX 77388	Spring	TX	Post 1/26
0016	Nall Hills Shopping Center 9606 Nall Ave. Overland Park, KS 66207	Overland Park	KS	Post 1/26
0017	Mission Mart Shopping Center 5320 Martway Mission, KS 66205	Mission	KS	Post 1/26
0019	Clear Lake Center 20740 Gulf Freeway, Suite 140 Webster, TX 77598	Webster	TX	Post 1/26
0033	Hillside Village 6465 Mockingbird Lane Suite 354 Dallas, TX 75214	Dallas	TX	Post 1/26
0042	Thousand Oaks Centre 2945 Thousand Oaks Dr. San Antonio, TX 78247	San Antonio	TX	Post 1/26
0046	Leon Creek Shopping Center 6808 Huebner San Antonio, TX 78238	San Antonio	TX	Post 1/26
0081	Sunshine Plaza 2985 Highway 190 Mandeville, LA 70471	Mandeville	LA	Post 1/26
0086	Lubbock Parkade 7020 Quaker Ave. Lubbock, TX 79424	Lubbock	TX	Post 1/26
0091	Tiffany Springs Market Center 8986 NW Skyview Ave Kansas City, MO 64154	Kansas City	MO	Post 1/26
0092	Tyler Town Center 322 Ese Loop 323 Tyler, TX 75701	Tyler	TX	Post 1/26
0094	County Line Plaza 1053 E. County Line Rd. Jackson, MS 39211-1851	Jackson	MS	Post 1/26
0106	Uptown Shopping Center 4800 Line Avenue, Ste D Shreveport, LA 71106	Shreveport	LA	Post 1/26

0110	Sooner West Plaza 3721 West Main St. Norman, OK 73072	Norman	OK	Post 1/26
0111	Ambassador Row Courtyards Shopping Center 3605 Ambassador Caffery, Space E Lafayette, LA 70503	Lafayette	LA	Post 1/26
0113	Carmel Village 4102-B South Staples St. Corpus Christi, TX 78411	Corpus Christi	TX	Post 1/26
0119	Colonnade At Polo Park S/C 4610 N. Garfield Suite B-3 Midland, TX 79705	Midland	TX	Post 1/26
0121	Spanish Crossroads Shopping Center 3415-P Bell Street Amarillo, TX 79109	Amarillo	TX	Post 1/26
0124	Washington Corner Shopping Center 3241 Washington Road Units G & H Augusta, GA 30907	Augusta	GA	Post 1/26
0126	Avalon Crossing 6935 Lake Plaza Dr., Ste C-1 Indianapolis, IN 46220	Indianapolis	IN	Post 1/26
0145	Burnett Square Shopping Center 8178 Montgomery Road Cincinnati, OH 45236	Cincinnati	OH	Post 1/26
0151	Lake Air Mall 5301 Bosque Blvd., Ste 380 Waco, TX 76710-4677	Waco	TX	Post 1/26
0156	Alpha Retail Center 773 Alpha Drive Highland Heights, OH 44143	Highland Heights	OH	Post 1/26
0160	Champions Village Shopping Center 5419-E FM 1960 W Houston, TX 77069	Houston	TX	Post 1/26
0162	Arcadia Fiesta 3055 E. Indian School Rd. Phoenix, AZ 85016-6807	Phoenix	AZ	Post 1/26
0197	Parkdale Place 4150 Dowlen Road Beaumont, TX 77706	Beaumont	TX	Post 1/26
0254	Town And Country Shopping Center 12694 Perkins Road Baton Rouge, LA 70809	Baton Rouge	LA	Post 1/26
0266	Capital Plaza 1806 Thomasville Rd. Tallahassee, FL 32303	Tallahassee	FL	Post 1/26
0268	Glade Parks 2911 Rio Grande Blvd - Suite 400 Eules, TX 76039-4068	Eules	TX	Post 1/26
0272	Vista Ridge Village 2325 S. Stemmons Frwy Lewisville, TX 75067	Lewisville	TX	Post 1/26

0279	Lakewood Village 2747 Lakewood Village Dr. North Little Rock, AR 72116-8030	Little Rock	AR	Post 1/26
0284	Beaver Creek Crossings South 1593 Beaver Creek Commons Apex, NC 27502	Apex	NC	Post 1/26
0285	Sam Moon Center 17937 I-45 South, Stes 117 & 125 Shenandoah, TX 77385	Shenandoah	TX	Post 1/26
0287	Pantops Shopping Center 540 Pantops Ctr. Charlottesville, VA 22911	Charlottesville	VA	Post 1/26
0291	Olmos Park Village 3910 Mccollough Avenue # 2 San Antonio, TX 78212	San Antonio	TX	Post 1/26
0302	Trade Winds Shopping Center 6601 N. Davis Highway Suite 220 Pensacola, FL 32504	Pensacola	FL	Post 1/26
0304	Mason Creek Village 870 Mason Road Suites 112 & 120 Katy, TX 77450	Katy	TX	Post 1/26
0314	Papacitas Village 305 Nw Loop 281 Suite 104-B Longview, TX 75605	Longview	TX	Post 1/26
0317	Marshall's Plaza 6931 S. Lindbergh Blvd. St. Louis, MO 63125	St. Louis	MO	Post 1/26
0319	Rivergate Shopping Center 121 Tom Hill Sr. Blvd., Unit 301 Macon, GA 31210	Macon	GA	Post 1/26
0324	Town And Country Commons 148 N. Peters Road Knoxville, TN 37923	Knoxville	TN	Post 1/26
0333	Market at Round Rock 110 North IH-35, Suite 296 Round Rock, TX 78681	Round Rock	TX	Post 1/26
0335	Mandarin Pointe Shopping Center 12200 San Jose Blvd., Suite 6 Jacksonville, FL 32223	Jacksonville	FL	Post 1/26
0340	Fiesta Trails Shopping Center 12651 Vance Jackson Rd., Ste 128 San Antonio, TX 78230	San Antonio	TX	Post 1/26
0343	River Oaks Village 3301 S 14th St., Ste 46B Abilene, TX 79605	Abilene	TX	Post 1/26
0344	Embassy Lakes S/C 2671 N. Hiatus Road Cooper City, FL 33026	Cooper City	FL	Post 1/26
0348	Brentwood Center South 2916 S. Glenstone Ave Springfield, MO 65804	Springfield	MO	Post 1/26

0349	Hen House Marketplace 14950 W. 87th Street Pkwy Lenexa, KS 66215	Lenexa	KS	Post 1/26
0351	Plaza 190 176 Gause Blvd. West Slidell, LA 70460 - 2625	Slidell	LA	Post 1/26
0355	Vaughn's At East North Street 3715 E. North Street Suite H Greenville, SC 29615	Greenville	SC	Post 1/26
0360	Forum Shopping Center 1400 Forum Blvd., Ste 1C Columbia, MO 65203	Columbia	MO	Post 1/26
0362	Walmart Outparcel 6062 US Hwy 98, Suite 101 Hattiesburg, MS 39402	Hattiesburg	MS	Post 1/26
0363	Ridgewood Farm Village 1923 Electric Road Suite 60 Salem, VA 24153	Salem	VA	Post 1/26
0365	The Concourse Shopping Center 8421 N. US Hwy 281, Suite 105 San Antonio, TX 78216-6097	San Antonio	TX	Post 1/26
0367	7810 Rogers Avenue Ft. Smith, AR 72903	Ft. Smith	AR	Post 1/26
0368	Edgewater Village 2650 Beach Blvd., Ste 21 Biloxi, MS 39531-4517	Biloxi	MS	Post 1/26
0371	The Village at Allen 190 E. Stacy Rd. #1530 Allen, TX 75002	Allen	TX	Post 1/26
0376	Plaza at the Parks 1104 W. Arbrook Blvd Arlington, TX 76015	Arlington	TX	Post 1/26
0381	Rolling Hills Plaza 9240 Westport Road Louisville, KY 40242	Louisville	KY	Post 1/26
0384	Howard Shopping Center 2674 Bienville Blvd. Ocean Springs, MS 39564	Ocean Springs	MS	Post 1/26
0385	Selmart Building 3517 Ryan Street Lake Charles, LA 70605	Lake Charles	LA	Post 1/26
0386	MacArthur Village 1460 MacArthur Blvd. Alexandria, LA 71301	Alexandria	LA	Post 1/26
0391	Market Court 3180 N. College Avenue Fayetteville, AR 72703	Fayetteville	AR	Post 1/26
0396	Home Depot Center 10516 Old Katy Road Suite W Houston, TX 77043	Houston	TX	Post 1/26

0402	Riverdale Shopping Center 2516 Cantrell Road Little Rock, AR 72202	Little Rock	AR	Post 1/26
0408	Pawleys Island Plaza 10225 Ocean Highway #400 Pawley's Island, SC 29585	Pawley's Island	SC	Post 1/26
0418	South College Center 1039 S. College Rd. Wilmington, NC 28403	Wilmington	NC	Post 1/26
0428	Carriage Towne S/C 6366 Cottage Hill Road Mobile, AL 36609	Mobile	AL	Post 1/26
0434	Captain's Corner SC 172 S. Friendswood Dr Friendswood, TX 77546	Friendswood	TX	Post 1/26
0438	Expressway Plaza S/C 2178 Dixie Highway Ft. Mitchell, KY 41017-2902	Ft. Mitchell	KY	Post 1/26
0440	Town And Country SC 4314 W. Town & Country Road Suites 32-41 Kettering, OH 45429	Kettering	OH	Post 1/26
0441	Lynchburg Burlington Coat Plaza 2138 Wards Rd. Lynchburg, VA 24502	Lynchburg	VA	Post 1/26
0446	Eastern Shore Plaza 10200 Eastern Shore Blvd., Ste. 600 Spanish Fort, AL 36527	Spanish Fort	AL	Post 1/26
0449	Highland Plaza 3901 Hixson Pike, Ste 133 Chattanooga, TN 37415	Chattanooga	TN	Post 1/26
0467	Converse Plaza 1200 E. Main St. Spartanburg, SC 29307	Spartanburg	SC	Post 1/26
0479	Franklin Square 1303 U.S. Highway 127 South, Suite 103 Frankfort, KY 40601	Frankfort	KY	Post 1/26
0481	Cache Road Sqaure 3801 NW Cache Road Suite 36 Lawton, OK 73505	Lawton	OK	Post 1/26
0487	Ridge Road Shopping Center 1117-A Ridge Road Rockwall, TX 75087	Rockwall	TX	Post 1/26
0492	Greenway Plaza Shopping Center 11627 S. Western Avenue Oklahoma City, OK 73170	Oklahoma City	OK	Post 1/26
0503	Sun Shadow Square Center 10050 W. Bell Road Suites 19-20 Sun City, AZ 85351	Sun City	AZ	Post 1/26
0505	Summit Shopping Center 901 O'Brien Lee's Summit, MO 64081	Lee's Summit	MO	Post 1/26

0507	Ranch Acres S/C 3111 S. Harvard Tulsa, OK 74135	Tulsa	OK	Post 1/26
0513	Lohmans Crossing 2300 Lohmans Spur Suite 134 Lakeway, TX 78734	Lakeway	TX	Post 1/26
0522	Preston Shepard Place 1601 Preston Road Suite F Plano, TX 75093	Plano	TX	Post 1/26
0528	Broadway Village 401 W. Interstate 30 Garland, TX 75043	Garland	TX	Post 1/26
0530	West Park Walk 233 Commerce Drive Suites 233, 235, 241, 208, 215, 224, 244, 257 & 265 Peachtree City, GA 30269	Peachtree City	GA	Post 1/26
0531	Summerville Plaza 622 Bacons Bridge Road Summerville, SC 29485	Summerville	SC	Post 1/26
0533	Plantation Pointe 90 Plantation Pointe Fairhope, AL 36532-2962	Fairhope	AL	Post 1/26
0540	Celebration Center 1801 Airline Drive, Suites D&E Metairie, LA 70001	Metairie	LA	Post 1/26
0554	Pan American Plaza 1723 E. University Blvd. Las Cruces, NM 88001	Las Cruces	NM	Post 1/26
0556	The Parkway Collection 6050 N. Lockwood Ridge Road Sarasota, FL 34243	Sarasota	FL	Post 1/26
0564	Commons At Winthrop College 725 Cherry Road Suite 199 Rock Hill, SC 29732	Rock Hill	SC	Post 1/26
0568	Town West Shopping Center 2315 #9 Richmond Road Texarkana, TX 75503	Texarkana	TX	Post 1/26
0575	Temperance Hill Square 4332 Central Avenue Suite 60 Hot Springs, AR 71913	Hot Springs	AR	Post 1/26
0580	Rayzor Ranch Marketplce 2608 W. University Dr. Denton, TX 76201	Denton	TX	Post 1/26
0582	Southwest Plaza Shopping Center 3578 Knickerbocker Road San Angelo, TX 76904	San Angelo	TX	Post 1/26
0585	Tradewinds South 1951- A Madison Street Clarksville, TN 37043	Clarksville	TN	Post 1/26

0586	Lithia Square 911-A Lithia-Pinecrest Road Brandon, FL 33511	Brandon	FL	Post 1/26
0598	Pineville Plaza 19099 Pineville Rd, Ste D-2 Long Beach, MS 39560	Long Beach	MS	Post 1/26
0610	The Maples Shopping Center 1010 Murfreesboro Rd., Ste 192 Franklin, TN 37064	Franklin	TN	Post 1/26
0611	South York Value Center 2142 South Queen Street, Ste A York, PA 17403	York	PA	Post 1/26
0613	City Center 632 W. Poplar Ave. Collierville, TN 38017	Collierville	TN	Post 1/26
0617	Lambert Plaza Shopping Center 155 Siemers Dr., Ste 1 Cape Girardeau, MO 63701-4920	Cape Girardeau	MO	Post 1/26
0623	Vero Mall 1295 US Highway 1 Vero Beach, FL 32960	Vero Beach	FL	Post 1/26
0625	Montgomery Plaza 1406-E Loop 336 West Conroe, TX 77304	Conroe	TX	Post 1/26
0632	Woodlawn Park 6632 Jones Creek Rd Baton Rouge, LA 70817	Baton Rouge	LA	Post 1/26
0634	Market Place Shopping Center 3064 S. 31st St. Temple, TX 76502	Temple	TX	Post 1/26
0637	Resaca Village Shopping Center 1601 / A Price Road Brownsville, TX 78521	Brownsville	TX	Post 1/26
0639	Rivergate Village 130 S. Nova Road Ormond Beach, FL 32174	Ormond Beach	FL	Post 1/26
0640	Quaker Village Quaker Village, Room 1B 12 Ohio River Blvd. Leetsdale, PA 15056	Leetsdale	PA	Post 1/26
0641	Rose Hill Plaza 6140-A Rose Hill Dr. Alexandria, VA 22310	Alexandria	VA	Post 1/26
0642	Stanley Square Shopping Center 8038 W. 151st St. Stanley, KS 66223	Stanley	KS	Post 1/26
0667	Huntersville Square 102 Statesville Rd. Ste E1 Huntersville, NC 28078	Huntersville	NC	Post 1/26
0674	Westgate Shopping Center 117 S. Central Expressway McKinney, TX 75070	McKinney	TX	Post 1/26

0678	Ashley Center 1751 Scottsville Rd. #3 Bowling Green, KY 42104	Bowling Green	KY	Post 1/26
0681	Chisholm Shopping Center 1107 - B Garth Brooks Blvd. Yukon, OK 73099	Yukon	OK	Post 1/26
0686	Shoppes at 70th 6908 N. Kings Hwy Myrtle Beach, SC 29572	Myrtle Beach	SC	Post 1/26
0690	Wheatland Center 1825 Columbia Ave. Lancaster, PA 17603	Lancaster	PA	Post 1/26
0694	Hamilton Hills 621 B. Old Hickory Blvd. Jackson, TN 38305	Jackson	TN	Post 1/26
0727	New Braunfels Marketplace 651 N. Business IH 35 #1400 New Braunfels, TX 78130	New Braunfels	TX	Post 1/26
0733	Broad Street Centre 1250 NW Broad St. Murfreesboro, TN 37129	Murfreesboro	TN	Post 1/26
0735	Keowee Village Shopping Center 113 Bi-Lo Place Seneca, SC 29678	Seneca	SC	Post 1/26
0747	Uptown Station Unit #3B, Uptown Station 99 NE Eglin Parkway Ft. Walton Beach, FL 32548	Walton Beach	FL	Post 1/26
0748	Crossgates Village 1578 W. Government St. Brandon, MS 39042	Brandon	MS	Post 1/26
0756	Scottsdale Center 208 S. Promenade Blvd. Rogers, AR 72758-1623	Rogers	AR	Post 1/26
0759	Cleveland Corners 820 25th Street, NW Cleveland, TN 37311	Cleveland	TN	Post 1/26
0764	Sadler Square Shopping Center 2146 Sadler Square Fernandina Beach, FL 32034	Fernandina Beach	FL	Post 1/26
0770	Lanier Plaza 1919 Glynn Ave. #94 Brunswick, GA 31520	Brunswick	GA	Post 1/26
0782	Saddlebrook Shopping Center 10945 State Bridge Rd. #302 Alpharetta, GA 30022	Alpharetta	GA	Post 1/26
0786	Rivery Towne Crossing 1103 Rivery Blvd., Suite 270 Georgetown, TX 78628	Georgetown	TX	Post 1/26
0803	Sherman Centre 2711 North Sam Rayburn Freeway Sherman, TX 75090	Sherman	TX	Post 1/26

0816	Shops at Towne Lake Center S.C. 1432 Towne Lake Pkwy Woodstock, GA 30189	Woodstock	GA	Post 1/26
0827	The Shoppes at Benton 20496 Interstate 30 North Benton, AR 72019	Benton	AR	Post 1/26
0837	The Shoppes at Branson Meadows 4310 Gretna Rd. Branson, MO 65616	Branson	MO	Post 1/26
0843	Stow-Hudson Towne Center 1614 Norton Rd. Stow, OH 44224	Stow	OH	Post 1/26
0869	Old Town Square Shopping Center 1913 University Ave. Oxford, MS 38655	Oxford	MS	Post 1/26
0873	Village at the Boulders 1260 Gail Gardner Way, Suite 143 Prescott, AZ 86305	Prescott	AZ	Post 1/26
0874	Beach Shopping Center 7928 Front Beach Rd. Panama City Beach, FL 32407	Panama City Beach	FL	Post 1/26
0882	Blue Ridge Mall 1800 Four Seasons Blvd - Unit H13 Hendersonville, NC 28792	Hendersonville	NC	Post 1/26
0885	Seabridge Square Shopping Center 1799 US Highway 1 South St. Augustine, FL 32084	Augustine	FL	Post 1/26
0889	Concorde Plaza 2639 East 32nd Street, Ste L-P Joplin, MO 64804	Poplin	MO	Post 1/26
0890	Town and Country Shopping Center 1375 N. Sandhills Blvd. Aberdeen, NC 28315	Aberdeen	NC	Post 1/26
0897	Waxahachie Marketplace 1700 N. Hwy 77, Suite 166 Waxahachie, TX 75165	Waxahachie	TX	Post 1/26
0898	Stonehill Center 900 Route 22 Fox River Grove, IL 60021	Fox River Grove	IL	Post 1/26
0902	Island Plaza Shopping Center 1291 Folly Rd. - Space #1C James Island, SC 29412	James Island	SC	Post 1/26
0911	Katy Ranch Crossing 24427 Katy Freeway Katy, TX 77494	Katy	TX	Post 1/26
0914	Weatherford Ridge 735 Adams Dr. Weatherford, TX 76086	Weatherford	TX	Post 1/26
0916	Forum Crossing 3150 Pat Booker Rd. Ste 112 Universal City, TX 78148-2726	Universal City	TX	Post 1/26
0941	Florence Square SC 179 Cox Creek Pkwy S Florence, AL 35630	Florence	AL	Post 1/26

0942	Lake View Plaza 15846 S. La Grange Rd., Space XCA Orland Park, IL 60462	Orland Park	IL	Post 1/26
0946	Keller Crossing Shopping Center 1580 Keller Parkway (FM 1709) Keller, TX 76248	Keller	TX	Post 1/26
0953	Northlake Plaza 2511 Hwy 281, Ste 200 Marble Falls, TX 78654	Marble Falls	TX	Post 1/26
0964	Merchant's Square 2188 East 116th St., Ste D-102 Carmel, IN 46032	Carmel	IN	Post 1/26
0981	Village Shoppes of Madison 12060 County Line Rd., Ste I Madison, AL 35758	Madison	AL	Post 1/26
0984	Paris Towne Center 3552 Lamar Ave. Paris, TX 75460	Paris	TX	Post 1/26
1002	Havasu North 1795 Kiowa Ave Lake Havasu City, AZ 86403	Lake Havasu City	AZ	Post 1/26
1010	MacArthur Park Shopping Center 7777 N. MacArthur Blvd., Suite 200 Irving, TX 75063	Irving	TX	Post 1/26
1014	Field Club Commons Shopping Center 3332 Wilmington Rd., Unit 1B New Castle, PA 16105	New Castle	PA	Post 1/26
1017	Plaza 410 410 Padre Blvd, Ste 110 South Padre Island, TX 78597	South Padre Island	TX	Post 1/26
1027	Village Crossing 402 MS Hwy 12 W Starkville, MS 39759	Starkville	MS	Post 1/26
1028	Rosewood Village Shopping Center 3394 S. Church St. Burlington, NC 27215	Burlington	NC	Post 1/26
1033	Acadian Perkins Plaza 3735 Perkins Rd. Baton Rouge, LA 70808	Baton Rouge	LA	Post 1/26
1034	Sheridan Center 1 Sherington Drive, Ste A Bluffton, SC 29910	Bluffton	SC	Post 1/26
1039	Gulf Breeze Shopping Center 330 Gulf Breeze Pkwy Gulf Breeze, FL 32561	Gulf Breeze	FL	Post 1/26
1048	River Oaks Shopping Center 851 Junction Hwy Kerrville, TX 78028	Kerrville	TX	Post 1/26
1053	The Market at Grant's Ferry 630 Grant's Ferry Rd. Flowood, MS 39232	Flowood	MS	Post 1/26
1056	4905 Forest Dr. Columbia, SC 29206	Columbia	SC	Post 1/26

1062	Great Bridge Shopping Center 237 South Battlefield Blvd., Unit 10 Chesapeake, VA 23322	Chesapeake	VA	Post 1/26
1065	Merchant's Park 901A North Shepherd Dr. Houston, TX 77008	Houston	TX	Post 1/26
1070	Lexington Towne Centre 932 North Lake Dr. Lexington, SC 29072	Lexington	SC	Post 1/26
1076	Surfwood Plaza 240 Hwy 17 North N. Myrtle Beach, SC 29582	Myrtle Beach	SC	Post 1/26
1091	Parkside Plaza 934 N. 16th Ave Laurel, MS 39440	Laurel	MS	Post 1/26
1094	Uptown Plaza Shopping Center 7517 SE 15th St. Midwest City, OK 73110	Midwest City	OK	Post 1/26
1098	5001 Toll Road 183A, Ste J-100 Cedar Park, TX 78613	Cedar Park	TX	Post 1/26
1103	The Market at Murrell's Inlet S/C 736 & 740 Mink Ave Murrells Inlet, SC 29576	Murrells Inlet	SC	Post 1/26
1112	The Marketplace at Flagstaff Mall 5005 E. Marketplace Dr., Ste 170 Flagstaff, AZ 86004	Flagstaff	AZ	Post 1/26
1116	Ellisville Square 15921 Manchester Road Ellisville, MO 63011	Ellisville	MO	Post 1/26
1128	Galveston Place 2727 61st Street Galveston, TX 77551	Galveston	TX	Post 1/26
1129	Oak Creek Factory Outlets 6657 Hwy 179. Bldg B, Suite 2 Sedona, AZ 86351	Sedona	AZ	Post 1/26
1131	Roosevelt Plaza 4524 St. Johns Ave, Ste 9 Jacksonville, FL 32210	Jacksonville	FL	Post 1/26
1141	Race Street Plaza 2701 East Race Ave Searcy, AR 72143	Searcy	AR	Post 1/26
1146	Benavides McCarthy Plaza 105 Camino de la Placita Taos, NM 87571	Taos	NM	Post 1/26
1148	Oro Valley Marketplace 11835 North Oracle Rd., Ste 133 Oro Valley, AZ 85737	Oro Valley	AZ	Post 1/26
1149	Towers Shopping Center 658 Brandon Ave., Space 209 Roanoke, VA 24015	Roanoke	VA	Post 1/26
1151	Murray Place (Fred's Center) 1703 N 18th St Monroe, LA 71201	Monroe	LA	Post 1/26

1155	West Gate Shopping Center 44 Westgate Parkway Asheville, NC 28806	Asheville	NC	Post 1/26
1182	Island Walk at Palm Coast 250 Palm Coast Parkway, NE Palm Coast, FL 32137	Palm Coast	FL	Post 1/26
1189	Great Hills Station 10225 Research Blvd., Ste 3500 Austin, TX 78759	Austin	TX	Post 1/26
1195	Edmond Crossing 24 East 33rd Street Edmond, OK 73013	Edmond	OK	Post 1/26
1197	Parkway Towne Crossing Shopping Center 4995 Eldorado Parkway, Suite 520 Frisco, TX 75033-8671	Frisco	TX	Post 1/26
1199	Promenade on Providence 10828 Providence Rd. Charlotte, NC 28277-2684	Charlotte	NC	Post 1/26
1212	Southgate Shopping Center 2515 South Florida Ave Lakeland, FL 33803	Lakeland	FL	Post 1/26
1219	Riviera Square 2524 S. McKenzie St. Foley, AL 36535-1753	Foley	AL	Post 1/26
1236	Shoppes at Kingsgate 1365 Kingwood Dr. Houston, TX 77339	Houston	TX	Post 1/26

Count

401

Exhibit C

**Tuesday Morning
Budget of Consultant Controlled Expenses**

# of Stores	464
Sale Term:	1/26/23-4/30/23
# of Days	95
# of Weeks	13.6
Avg # Weeks	10.2
# Store Weeks	4,739.4

Estimated Beginning Inventory at Retail:	\$206,118,734
Estimated Beginning Inventory at Cost:	\$ 93,000,000

Consultant Controlled Expenses:

In store signage	\$ 1,299,200
Media & production	\$ 300,000
Signwalkers	\$ 3,033,234
Subtotal Advertising	\$ 4,632,434
Supervision	\$ 3,517,401
Miscellaneous	\$ 115,000
Total Consultant Controlled Expenses	\$ 8,264,835

This expense budget is based upon the above Sale Term. Any changes to the Sale Term may result in adjustments to the expense budget, which will be agreed upon by Merchant and GBRP.

Sale Guidelines¹

1. The Sale shall be conducted so that the Closing Locations in which sales are to occur will remain open no longer than during the normal hours of operation provided for in the respective Underlying Store Leases for the Closing Locations.
2. The Sale shall be conducted in accordance with applicable state and local “Blue Laws”, where applicable, so that no sales shall be conducted on Sunday unless the Merchant had been operating such Store on a Sunday.
3. On “shopping center” property, Consultant shall not distribute handbills, leaflets or other written materials to customers outside of any Closing Locations’ premises, unless permitted by the lease or, if distribution is customary in the “shopping center” in which such Store is located; *provided* that Consultant may solicit customers in the Closing Locations themselves. On “shopping center” property, Consultant shall not use any flashing lights or amplified sound to advertise the Sale or solicit customers, except as permitted under the applicable lease or agreed to by the landlord.
4. At the conclusion of the Sale, Consultant shall vacate the Closing Locations in broom clean condition; *provided* that Consultant may abandon any furniture, fixtures and equipment (including, but not limited to, machinery, rolling stock, office equipment and personal property, and conveyor systems and racking) (collectively, “FF&E”) not sold in the Sale at the conclusion of the Sale, without cost or liability of any kind to Consultant. Any abandoned FF&E left in a Store after a lease is rejected shall be deemed abandoned to the landlord having a right to dispose of the same as the landlord chooses without any liability whatsoever on the part of the landlord to any party and without waiver of any damage claims against the Merchant. For the avoidance of doubt, as of the Sale Termination Date or Vacate Date, as applicable, Consultant may abandon, in place and without further responsibility or liability of any kind, any FF&E.
5. Consultant may advertise the Sale as a “store closing”, “sale on everything”, “everything must go”, “everything on sale” or similar-themed sale; provided, that following entry of any Approval Order, Consultant may thereafter utilize a “going out of business” sale theme. All signs, banners, ads and other advertising collateral, promotions, and campaigns will be approved by the Merchant in accordance the Consulting Agreement.
6. Consultant shall be permitted to utilize display, hanging signs, and interior banners in connection with the Sale; *provided* that such display, hanging signs, and interior banners shall be professionally produced and hung in a professional manner. The Merchant and Consultant shall not use neon or day-glo on its display, hanging signs, or interior banners. Furthermore, with respect to enclosed mall locations, no exterior signs or signs in common areas of a mall shall be used unless otherwise expressly permitted in these Sale Guidelines. In addition, the Merchant and Consultant shall be permitted to utilize exterior banners at (i) non-enclosed mall Closing Locations and (ii) enclosed mall Closing Locations to the extent the entrance to the applicable Store does not require entry into the enclosed mall common area; provided, however, that such banners shall be located or hung so as to make clear that the Sale are being conducted only at the affected Store, shall not be wider than the storefront of the Store, and shall not be larger than 4 feet x 40 feet. In addition, the Merchant and Consultant shall be permitted to utilize sign walkers and A-frames in a safe and professional manner and in accordance with the terms of the Approval Order (as defined in the Consulting

¹ Capitalized terms used but not defined in these Sale Guidelines have the meanings given to them in the Consulting Agreement.

- Agreement). Nothing contained in these Sale Guidelines shall be construed to create or impose upon Consultant any additional restrictions not contained in the applicable lease agreement.
7. Conspicuous signs shall be posted in the cash register areas of each of the affected Closing Locations to effect that “all sales are final.”
 8. Except with respect to the hanging of exterior banners, Consultant shall not make any alterations to the storefront or exterior walls of any Closing Locations.
 9. Consultant shall not make any alterations to interior or exterior Store lighting. No property of the landlord of a Store shall be removed or sold during the Sale. The hanging of exterior banners or in-Store signage and banners shall not constitute an alteration to a Store.
 10. Consultant shall keep Store premises and surrounding areas clear and orderly consistent with present practices.
 11. Subject to the provisions of the Agreement, Consultant shall have the right to sell all Owned FF&E, approved by the Merchant. Consultant may advertise the sale of the Owned FF&E in a manner consistent with these guidelines. The purchasers of any Owned FF&E sold during the sale shall be permitted to remove the Owned FF&E either through the back shipping areas at any time, or through the front door of a Store during business hours provided such item may be carried out by one person in a shopping bag or cart, other areas after applicable business hours. For the avoidance of doubt, as of the Sale Termination Date or the Vacate Date, as applicable, Consultant may abandon, in place and without further responsibility, any FF&E.
 12. The Consultant shall be entitled to include Additional Consultant Goods in the Sale in accordance with the terms of the Consulting Agreement.
 13. At the conclusion of the Sale at each Store, pending assumption or rejection of applicable leases, the landlords of the Closing Locations shall have reasonable access to the Closing Locations’ premises as set forth in the applicable leases. The Merchant, Consultant and their agents and representatives shall continue to have access to the Closing Locations as provided for in the Agreement.
 14. The rights of landlords against Merchant for any damages to a Store shall be reserved in accordance with the provisions of the applicable lease.
 15. If and to the extent that the landlord of any Store affected hereby contends that Consultant or Merchant is in breach of or default under these Sale Guidelines, such landlord shall email or deliver written notice by overnight delivery on the Merchant and Consultant as follows:

If to Consultant:

Gordon Brothers Retail Partners, LLC
Prudential Tower
800 Boylston Street
Boston, MA 02119
Attn: Rick Edwards, President
David Braun, Counsel
Email: redwards@gordonbrothers.com
dbraun@gordonbrothers.com

With a copy to (which shall not constitute notice):

RIEMER & BRAUNSTEIN LLP
Times Square Tower
Seven Times Square, Suite 2506
New York, NY 10036
Attn: Steven E. Fox
Email: sfox@riemerlaw.com

If to Merchant:

Tuesday Morning, Inc.
6250 LBJ Freeway
Dallas, TX 75240
Attn: Jenny Barber-Gray
Email: jgray@tuesdaymorning.com

With a copy to (which shall not constitute notice):

Haynes and Boone, LLP
2323 Victory Avenue, Suite 700
Dallas, Texas 75219
Attn: Sakina Foster
Email: Sakina.foster@haynesboone.com

3342974.1

EXECUTION COPY

AMENDMENT NO. 1 TO CONSULTING AGREEMENT

This AMENDMENT NO. 1 TO CONSULTING AGREEMENT, dated as of February 2, 2023 (this "Amendment"), is by and between **TUESDAY MORNING, INC.**, a Texas corporation ("TMI"), **TUESDAY MORNING PARTNERS, LTD.**, a Texas limited partnership (the "TMP"), **TMI HOLDINGS, INC.**, a Delaware corporation ("Holdings"), **FRIDAY MORNING, LLC**, a Texas limited liability company ("FM"), **DAYS OF THE WEEK, INC.**, a Delaware corporation ("DTW"), **NIGHTS OF THE WEEK, INC.**, a Delaware corporation ("NTW"; TMI, TMP, HOLDINGS, FM, DTW, and NTW each has a principal place of business located at 6250 LBJ Freeway, Dallas, TX 75240, and are collectively defined as the "Merchant"), and **GORDON BROTHERS RETAIL PARTNERS, LLC**, a Delaware limited liability company with a principal place of business located at Prudential Tower, 800 Boylston Street, Boston, MA 02199 ("Consultant"), and together with the Merchant, each a "Party" and collectively, the "Parties"). Capitalized terms used, but not specifically defined, in this Amendment shall have the meanings assigned to such terms in the Consulting Agreement (defined below).

RECITALS:

WHEREAS, reference is made to that certain Consulting Agreement, dated as of January 19, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Consulting Agreement"), by and between the Parties, pursuant to which Consultant is providing certain agreed upon consulting services to Merchant in connection with the Conduct of the Sale at the Closing Locations.

WHEREAS, pursuant to the Consulting Agreement, Consultant has the right, at Consultant's sole cost and expense, to supplement the Merchandise in the Sale with additional goods procured by Consultant which are of like kind, and no lesser quality to the Merchandise in the Sale (collectively, "Additional Consultant Goods").

WHEREAS, Merchant has advised Consultant that following execution of the Consulting Agreement each entity comprising the Merchant and various affiliates thereof intend to file a voluntary petition for relief under chapter 11 of title 11, United States Code, 11 U.S.C. §101, et seq. (as amended and in effect from time to time, the "Bankruptcy Code"), and such cases the "Bankruptcy Cases") in the United States Bankruptcy Court for the Northern District of Texas (the "Bankruptcy Court").

WHEREAS, in order to facilitate certain asset recovery maximization activities both prior to and following commencement of the Bankruptcy Cases, Merchant and Consultant mutually desire to amend the Consulting Agreement in order to facilitate Consultant's introduction of Additional Consultant Goods on a consignment basis as part of the Sale, and to modify certain other terms and provisions of the Agreement, in each case on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree to modify the Consulting Agreement as follows:

1. Additional Consultant Goods.

a) Following the Parties' execution and delivery of this Amendment, Consultant shall purchase and arrange for delivery to the Stores Additional Consultant Goods selected by Consultant. The Additional Consultant Goods shall be purchased by Consultant and delivered to the Stores at Consultant's sole expense (including labor, freight and insurance relative to shipping such Additional Consultant Goods to the Stores).

b) Consistent with the Consulting Agreement, Consultant and Merchant agree that (i) the transactions relating to the Additional Consultant Goods are, and shall be construed as, a true consignment from Consultant to Merchant in all respects and not a consignment for security purposes, and (ii) at all times and for all purposes the Additional Consultant Goods and their proceeds shall be the exclusive property of Consultant, and no other person or entity shall have any claim against any of the Additional Consultant Goods or their proceeds; provided, however, nothing herein shall amend or otherwise alter in any way the terms set forth in Section 8(d) of the Consulting Agreement.

c) Consultant and Merchant agree that all Additional Consultant Goods that have not been sold prior to the commencement of the Bankruptcy Cases shall automatically, and without any further action or notice by or from Consultant or Merchant, be converted to Additional Consultant Goods and be subject to the terms of (i) the Consulting Agreement and (ii) any Approval Order entered in the Bankruptcy Cases.

d) If following the Parties' execution and delivery of this Amendment Merchant either (i) enters into an agreement to engage an entity other than Consultant (or one of its affiliates) to conduct the Sale (such entity an "Alternate Liquidator"), or (ii) enters into an agreement with a third party(ies) (including, without limitation, an Alternate Liquidator) pursuant to which agreement said third party acquires a substantial portion of the Merchandise (such entity a "Buyer")((i) and/or (ii) an "Alternate Transaction"; and any agreement(s) providing for such Alternate Transaction being an "Alternate Transaction Agreement"), such Alternate Transaction Agreement shall require, among other things, that the Alternate Liquidator and/or Buyer, as the context makes applicable, shall (1) acquire any remaining unsold Additional Consultant Goods and (2) pay to Consultant the sum of (x) the aggregate Replacement Cost attributable to such Additional Consultant Goods, plus (y) a sum equal to the product of the aggregate Replacement Cost of any remaining unsold Additional Consultant Goods multiplied by twenty-five percent (25.0%). For purposes of this Amendment, "Replacement Cost" means, with respect to each item of remaining unsold Additional Consultant Goods, such item's landed cost, including, any applicable freight, demurrage and duties related thereto.

e) In addition to any other rights available to Consultant under the Consulting Agreement and any Approval Order (if any), Merchant hereby acknowledges and agrees that there is no adequate remedy at law for any breach of this Section 1, and upon any such breach or any threat thereof by Merchant Consultant shall be entitled to appropriate equitable relief, including immediate injunctive relief, in addition to any other rights and remedies at law and equity to which Consultant may be entitled.

2. Miscellaneous.

a) Section 13(G) of the Consulting Agreement is hereby amended by deleting the word "facsimile" and replacing it with "electronic mail."

b) Except as amended herein, the Consulting Agreement shall remain unchanged and in full force and effect.

c) This Amendment may be executed in counterparts which, taken together, shall constitute an original. Delivery of an executed counterpart of this Amendment by facsimile or other electronic transmission (including ".pdf," ".tif" or similar format) shall be as effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Amendment and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be.

d) This Amendment may not be amended, and the provisions hereof may not be waived or modified, except by an instrument in writing signed by all of the Parties hereto

e) Section headings used herein are for convenience of reference only, are not part of this Amendment and are not to affect the construction of, or to be taken into consideration in interpreting, this Amendment.

*[Remainder of Page Intentionally Left Blank;
Signature Pages Follow]*

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the date first above written.

MERCHANT:

TUESDAY MORNING, INC.

By: Andrew T. Berger
Name: Andrew T. Berger
Title: Chief Executive Officer

TUESDAY MORNING PARTNERS, LTD.

By: Days of the Week, Inc., its General Partner

By: Andrew T. Berger
Name: Andrew T. Berger
Title: Chief Executive Officer

TMI HOLDINGS, INC.

By: Andrew T. Berger
Name: Andrew T. Berger
Title: Chief Executive Officer

FRIDAY MORNING, LLC

By: Tuesday Morning, Inc., as Sole Member

By: Andrew T. Berger
Name: Andrew T. Berger
Title: Chief Executive Officer

DAYS OF THE WEEK, INC.

By: Andrew T. Berger
Name: Andrew T. Berger
Title: Chief Executive Officer

[Signatures Continued Next Page]

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NIGHTS OF THE WEEK, INC.

By: Andrew T. Berger

Name: Andrew T. Berger

Title: Chief Executive Officer

[Signatures Continued Next Page]

[Signature Page to Amendment No. 1 to Consulting Agreement]

CONSULTANT:

GORDON BROTHERS RETAIL PARTNERS, LLC

By: 

Name: Richard Edwards

Title: President - Retail

3516213.1

EXHIBIT C

Letter Amendment to Consulting Agreement

RIEMER | BRAUNSTEIN

Steven E. Fox
sfox@riemerlaw.com
(212) 789-3150 direct
(212) 789-3195 fax

March 10, 2023

Tuesday Morning, Inc.
6250 LBJ Freeway
Dallas, TX 75240
Attn: Jenny Barber-Gray
Vice President/Interim General Counsel

Re: Tuesday Morning, Inc. et al. Letter Agreement Amending Consulting Agreement (the "Letter Agreement")

Dear Jenny:

Reference is hereby made to that certain Consulting Agreement, dated January 19, 2023 (as amended, supplemented, restated, modified and in effect as of the date hereof, including as amended by this Letter Agreement, the "Consulting Agreement"), between and among Gordon Brothers Retail Partners, LLC ("GBRP"), as "Consultant", and Tuesday Morning, Inc., et al., as "Merchant". Reference is also made to your letter to GBRP of February 12, 2023 (the "2/12/23 Letter"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed thereto in the Consulting Agreement, which is incorporated herein by reference.

On February 14, 2023 (the "Petition Date"), each entity comprising Merchant filed a voluntary petition for relief under chapter 11 of Title 11, United States Code, 11 U.S.C. §101, et seq. (as amended and in effect, the "Bankruptcy Code") in the United States Bankruptcy Court, for the Northern District of Texas (the "Bankruptcy Court"), jointly administered under case no. 23-90001 (collectively, the "Bankruptcy Cases").

Pursuant to that certain *Interim Order Granting Debtor's Emergency Motion for Entry of an Order (I) Approving Procedures for Store Closing Sales; (II) Approving the Sale of Merchandise Free and Clear of All Liens, Claims and Encumbrances; (III) Waiving Compliance with Applicable State Laws and Approving Dispute Resolution Procedures; and (IV) Granting Related Relief*, entered February 23, 2023 (the "Interim Store Closing Order") [ECF No. 250], the Bankruptcy Court authorized Merchant to conduct Store Closing sales at the Closing Stores (each as defined in the Interim Store Closing Order).

Separately, pursuant to that certain *Debtors' Emergency Motion To Reject The Consultant Agreement With Gordon Brothers Retail Partners, LLC As Of The Petition Date Pursuant To Section 365 Of The Bankruptcy Code And Bankruptcy Rule 6006* [ECF No. 12] (the "Rejection Motion"), Merchant sought entry of an order of the Bankruptcy Court seeking, inter alia, to reject the Consulting Agreement effective as of the Petition Date. A continued hearing on the Rejection Motion is presently set for March 21, 2023.

This letter is intended to memorialize certain agreements between and among Merchant and Consultant with regard to the conduct of the Sale at the Closing Stores, and to amend the Consulting Agreement as follows:

Jenny Barber-Gray
Vice President/Interim General Counsel
March 10, 2023
Page 2

1. Anything in the 2/12/23 Letter to the contrary notwithstanding, Merchant and Consultant agree that from and after March 4, 2023 Consultant shall be reengaged to provide the Services provided for in the Consulting Agreement in connection with the conduct of the Sale at the Closing Stores.
2. Merchant shall file with the Bankruptcy Court (a) a pleading providing for the withdrawal of the Rejection Motion, and (b) a motion seeking assumption of the Consulting Agreement.
3. Anything in Section 4(C) of the Consulting Agreement to the contrary notwithstanding, Merchant and Consultant hereby agree that the Consultant Expense Budget attached hereto as Exhibit C shall be substituted as the Consultant Expense Budget for the conduct of the Sale at the Closing Stores through and including March 31, 2023 and shall replace in its entirety Exhibit C to the Consulting Agreement. Merchant and Consultant agree that in the event the Sale at the Closing Stores extends beyond March 31, 2023, Merchant and Consultant shall mutually agree on appropriate adjustments to the Consultant Expense Budget.
4. All references to Exhibit A in the Consulting Agreement are hereby deleted and removed in their entirety and Exhibit A is deleted from the Consulting Agreement.
5. Exhibit B to the Consulting Agreement is deleted and replaced in its entirety by Merchant's retail store locations identified on Exhibit B hereto.
6. The definition of "Sale Commencement Date" is deleted and replaced in its entirety by the following: "Sale Commencement Date" shall mean March 4, 2023.
7. The definition of "Sale Termination Date" is deleted and replaced in its entirety by the following: "Sale Termination Date" shall mean a date no later than March 31, 2023 (unless extended upon mutual agreement of Merchant and Consultant; or such earlier termination date(s) as determined by the Merchant and the Consultant in accordance with this Agreement).
8. The following definition shall be incorporated into the Agreement: "DIP Lender Agent" shall mean 1903P Loan Agent, LLC, as administrative agent, for itself and for and on behalf of certain other lenders. The term "DIP Lender Agent" shall be substituted in for "Lender Agent" in the following places in the Consulting Agreement: (i) Definition of Merchandise, (ii) Definition of "Store Employees", (iii) section 4.(D) of the Consulting Agreement, and (iv) section 5.(D) of the Consulting Agreement.
9. Paragraph 3.(C) of the Consulting Agreement is deleted and replaced in its entirety by the following: At or prior to March 26, 2023, Merchant shall have the right to remove one or more Closing Location(s) from Exhibit B and exclude such Closing Location(s) from the Sale.
10. Notwithstanding Section 8 of the Consulting Agreement and Section 1. of the February 2, 2023 Amendment No. 1 to Consulting Agreement there shall be no Additional Consultant Goods purchased and/or delivered to any of Merchant's stores unless Merchant and Consultant reach an express mutual written agreement regarding same.
11. Paragraph 12.(B) of the Consulting Agreement is deleted and replaced in its entirety by the following: No later than three (3) business days after the execution of this Letter Agreement, Merchant shall file a motion seeking entry of an order of the Bankruptcy Court pursuant to sections 363(b) and 365 of the Bankruptcy Code (and not pursuant to sections 327, 328, 330, or 331 thereof)

Jenny Barber-Gray
Vice President/Interim General Counsel
March 10, 2023
Page 3

with terms acceptable to both Merchant and Consultant, among other things: (a) approving the Consulting Agreement and Merchant's assumption thereof, (b) approving the Merchant's engagement of Consultant to perform the Services contemplated by the Consulting Agreement, (c) authorizing Merchant's payment to Consultant of any earned Base Consulting Fee and/or FF&E Commission, if any, and further authorizing Merchant's reimbursement to Consultant of any Consultant Controlled Expenses or other amounts that may be advanced by Consultant on Merchant's behalf, (d) providing that the payment of all fees and reimbursement of expenses hereunder to Consultant is approved without further order of the court and shall be free and clear of all liens, claims and encumbrances, (e) all such payments of fees and reimbursement of expenses shall be made on a weekly basis without further order of the Bankruptcy Court and otherwise in accordance with the Consulting Agreement, (f) providing for the protection of such fees and expenses on terms and conditions reasonably acceptable to each of the Consultant and the DIP Lender Agent, and (g) such other terms and provisions as may be necessary or appropriate to facilitate the conduct of the Sale (such order, an "Approval Order"). Merchant shall exercise reasonable best efforts to have the Approval Order entered on an interim basis on or prior to ten (10) calendar days after the filing of the motion, and entered on a final basis on or prior to thirty (30) calendar days after the filing of the motion. From and after entry of the interim Approval Order, Consultant shall conduct the Sale in accordance with the terms of the applicable Approval Order in all material respects.

12. Section 13(G) of the Consulting Agreement is revised to substitute in Munsch Hardt Kopf & Harr, PC, 500 N. Akard Street, Suite 3800, Dallas, Texas 75201, Attn: Deborah M. Perry, Email: dperry@munsch.com for Haynes and Boone, LLP as a notice party.
13. The Sale Guidelines attached to the Consulting Agreement are superseded in part by the Sale Guidelines approved by the Bankruptcy Court at Docket No. 250, except that such Sale Guidelines are supplemented by Nos. 4 and 11 in the Sale Guidelines attached to the Consulting Agreement which relate to the disposition of FF&E, and Gordon Brothers and Riemer & Braunstein will be added as notice parties in the Sale Guidelines.

Please confirm Merchant's agreement to the foregoing matters by countersigning a copy of this letter in the space(s) provided below and thereafter return a copy of same to me at the above address.

I am available at your earliest convenience to discuss any questions that you may have concerning any of the foregoing matters.

Very truly yours,



Steven E. Fox

[Signatures Continue Next Page]

Jenny Barber-Gray
Vice President/Interim General Counsel
March 10, 2023
Page 4

THE FOREGOING IS ACKNOWLEDGED
AND AGREED TO:

MERCHANT:

TUESDAY MORNING, INC.

By: Andrew T. Berger
Name: Andrew T. Berger
Title: Chief Executive Officer

TUESDAY MORNING PARTNERS, LTD.

By: Days of the Week, Inc., its General Partner

By: Andrew T. Berger
Name: Andrew T. Berger
Title: Chief Executive Officer

TMI HOLDINGS, INC.

By: Andrew T. Berger
Name: Andrew T. Berger
Title: Chief Executive Officer

FRIDAY MORNING, LLC

By: Tuesday Morning, Inc., as Sole Member

By: Andrew T. Berger
Name: Andrew T. Berger
Title: Chief Executive Officer

DAYS OF THE WEEK, INC.

By: Andrew T. Berger
Name: Andrew T. Berger
Title: Chief Executive Officer

NIGHTS OF THE WEEK, INC.

By: Andrew T. Berger
Name: Andrew T. Berger
Title: Chief Executive Officer

cc: Rick Edwards
David Braun, Esq.

3544072.1

#	Store	Shopping Center	Address	City	St	Zip
4	ATLA	North Lake Business Park	1901 Montreal Road Suite 129	Tucker	GA	30084
5	MEMP	Eastgate Center	5056 Park Ave	Memphis	TN	38117
9	FORT	Village at Camp Bowie	3501 Bernie Anderson Ave.	Fort Worth	TX	76116
13	DENV	Bowles Crossing	8055 W. Bowles Ave., Ste 800	Littleton	CO	80123
14	AUST	The B Spot on Burnet	7301 Burnet Road # 300	Austin	TX	78757
23	WASH	Congressional Plaza	1616 East Jefferson St #12B	Rockville	MD	20852
29	NASH	Indian Lake West Shopping Center	259 Indian Lake Blvd.	Hendersonville	TN	37075
31	HOUS	Westheimer Commons	12568 Westheimer Rd.	Houston	TX	77077
35	FORT	Harwood Village North	609 Harwood Rd.	Bedford	TX	76021
49	DENV	Market at Southpark	7951 S. Broadway	Littleton	CO	80122
56	HOUS	Weslayan Plaza West Shopping Center	5442-A Weslayan Street	Houston	TX	77005
67	AUST	Tanglewood Village Shopping Center	2110 W. Slaughter Lane #168	Austin	TX	78748
74	FORT	Hulen Fashion Center	5240 South Hulen Street	Fort Worth	TX	76132
75	FORT	Pipeline Village	1323 W. Pipeline Rd.	Hurst	TX	76053
83	BATO	Hammond Aire Plaza	9626 Airline Hwy, Ste C1	Baton Rouge	LA	70815
84	COLO	Erindale Center	5677 N. Academy Blvd	Colorado Springs	CO	80918
90	WASH	Smoketown Station	2890 Prince William Pkwy	Woodridge	VA	22192
91	KANS	Tiffany Springs Market Center	8986 NW Skyview Ave	Kansas City	MO	64154
95	ORLA	Holieanna Center	701 S. Orlando Ave.	Winter Park	FL	32789
96	BALT	St. John's Plaza	9150 Baltimore National Pike, Ste 1B	Ellicott City	MD	21042
104	STLO	Creve Coeur Plaza	780 N. New Ballas Rd.	Creve Coeur	MO	63141
105	LEXI	Crossroads Shopping Center	125 E. Reynolds Rd., Ste 145	Lexington	KY	40517
107	ANNA	Bay Ridge Plaza	121 Hillsmere Plaza	Annapolis	MD	21403
120	WICH	Regency Lakes Shopping Center	2423 N. Greenwich	Wichita	KS	67226
127	EVAN	Plaza East	217 N. Green River Road	Evansville	IN	47715
131	RICH	Broad Shopping Center	9125 W. Broad St., Ste J	Richmond	VA	23294
132	ATLA	Roswell Towne Center	608 Holcomb Bridge Rd., Ste 220	Roswell	GA	30076
137	MEMP	Germantown Plaza Shopping Center	2031 Exeter Rd., Ste 101 & 102	Germantown	TN	38138
144	RALE	Creekside Crossing	404 East Six Forks Road	Raleigh	NC	27609
146	CHAR	Windsor Square Shopping Center	9945 E. Independence Blvd.	Matthews	NC	28105
147	CHAR	Park Square Shopping Center	2442 Park Rd.	Charlotte	NC	28203
149	COLU	Olentangy Plaza	885 Bethel Rd.	Columbus	OH	43214
159	PHOE	McClintock Fountains	1840 E. Warner Road #M-2	Tempe	AZ	85284
164	TUCS	Broadway Wilmot	6228 E. Broadway Blvd., Suite 150	Tucson	AZ	85711
168	LOSA	Sav-On Drug Center	17120 Magnolia Street	Fountain Valley	CA	92708
171	LOUI	Town Fair Center	1915 S. Hurstbourne Pkwy	Louisville	KY	40220
176	LOSA	23855 Hawthorne Blvd. SC	23855 Hawthorne Blvd.	Torrance	CA	90505
181	WASH	West Springfield Shopping Center	6230 Rolling Rd. #Bays N,O,P	Bays N	VA	22152
184	BIRM	Eastwood Village	1620 Montclair Rd.	Irondale	AL	35210
185	HUNT	Bailey Cove Shopping Center	7900 Bailey Cove Road #8	Huntsville	AL	35802
186	CLMB	Harbison Court	264 Harbison Blvd #14	Columbia	SC	29212
192	CHAS	St. Andrews Center	975 Savannah Hwy. # 254 Tu	Charleston	SC	29407
197	BEAU	Parkdale Place	4150 Dowlen Road	Beaumont	TX	77706
198	SAVA	Picadilly Square	10010 Abercorn St.#1	Savannah	GA	31406
201	SAND	Pacific Plaza Shopping Center	1772-D Garnet Avenue	San Diego	CA	92109
202	PLMB	Shoppes of Oakbrook	11692 US Hwy 1	North Palm Beach	FL	33408
204	WILM	Lantana Square Shopping Center	154-156 Lantana Drive	Hockessin	DE	19707
220	LOSA	Pride Shopping Center	22950 Victory Blvd.	Woodland Hills	CA	91367
221	MNSP	Har Mar Mall	2100 N. Snelling Avenue #2	Roseville	MN	55113
227	TAMP	Countryside Centre	2561 Countryside Blvd, Suite 3	Clearwater	FL	33761
231	WNSA	Whitaker Square Shopping Center	1947 North Pease Haven Road, Space #1947	Winston-Salem	NC	27106
236	TAMP	Northdale Promenade	15692 Dale Mabry Hwy	Tampa	FL	33618
247	MNSP	7 & 41 Crossings Center	2497 Highway 7	Excelsior	MN	55331
253	FTCO	Harmony Marketplace	4426 South College Ave.	Ft. Collins	CO	80525
261	SACR	Regency Plaza	7255 Greenback Ln	Citrus Heights	CA	95621
262	SAND	Valley Del Rio Shopping Center	4242 Camino Del Rio #7	San Diego	CA	92108
274	PHOE	Arrowhead Plaza	20165 N. 67th Ave., #118	Glendale	AZ	85308
276	OREM	Family Center of Orem	168 East University Parkway	Orem	UT	84058
282	CINC	Cherry Grove Plaza	454 Ohio Pike, Unit 54	Cincinnati	OH	45255
284	RALE	Beaver Creek Crossings South	1593 Beaver Creek Commons	Apex	NC	27502
288	SAFE	Plaza de Santa Fe II	3553 Zafarano Dr.	Santa Fe	NM	87507
289	FLA	Pompano Plaza	949 - A East McNab Rd.	Pompano Beach	FL	33062
294	LOSA	901 Santa Monica Blvd.	Santa Monica, CA 90401	Santa Monica	CA	90401
298	LASV	Rampart Plaza	8520 Del Webb Blvd.	Las Vegas	NV	89134
303	ELPA	West Towne Marketplace	6450 N. Desert Blvd., Ste 5	El Paso	TX	79912
327	SACR	Fairway Commons Shopping Center	5771A Five Star Blvd.	Roseville	CA	95678
329	ATHE	Alps Village	191 Alps Road, Suite 13B	Athens	GA	30606
334	DESM	Clocktower Square	2900 University Ave, Ste 230	West Des Moines	IA	50266
336	DETR	Troy Commons	905 East Big Beaver Rd.	Troy	MI	48083
339	RICH	The Shops at Stratford Hills	7101 Forest Hill Ave., Ste F	Richmond	VA	23225
345	LOSA	Glendora East Shopping Center	1000 E. Route 66 #E	Glendora	CA	91740
353	MEMP	The Commons at Dexter Lake	1625 Germantown Parkway, Suite 101	Cordova	TN	38016
357	GRSB	Battleground Plaza	3726-A Battleground Avenue	Greensboro	NC	27410
358	GAIN	Butler Plaza Central	3728 SW Archer Rd.	Gainesville	FL	32608
359	BIRM	Brook Highland Plaza	5291 Highway 280, Unit 2B	Birmingham	AL	35242
374	OKLA	Rockwell-Northwest Shopping Center	6920 NW Expressway, Suite C	Oklahoma City	OK	73132
388	OWEN	Gateway Commons Phase I	2600 Calumet Trace	Owensboro	KY	42303
392	LINC	East Park Shopping Center	200 N. 66th St, Suite 6	Lincoln	NE	68505

#	Store	Shopping Center	Address	City	St	Zip
393	LOSA	Granada Hills Town Center	18040 Chatsworth St.	Granada Hills	CA	91344
395	PORT	Cedar Hills Crossing	3485 SW Cedar Hills Blvd., Ste 160	Beaverton	OR	97005
399	LASV	Montecito Crossing	6650 N. Durango Dr. Ste 110	Las Vegas	NV	89149
400	LOSA	Terra Vista Town Center	11098 East Foothill Blvd., Ste 120	Rancho Cucamonga	CA	91730
406	SANF	San Marin Plaza	191 San Marin Drive	Novato	CA	94945
415	FRES	The Trading Post Shopping Center	850 Herndon Ave., Ste 102	Clovis	CA	93619
425	BALT	Rock Spring SC	1447 Rock Spring Road	Bel Air	MD	21014
426	GRRP	Centerpointe Mall	3661 28th Street SE	Grand Rapids	MI	49512
437	SANF	890 Blossom Hill Road SC	890 Blossom Hill Road	San Jose	CA	95123
439	AUST	Brodie Oaks SC	4006 S. Lamar #850	Austin	TX	78704
443	LOSA	Redlands Town Center	9940 Alabama Street, Suite C	Redlands	CA	92374
448	BAKE	Rosedale Village Shopping Center	2721 Calloway Drive	Bakersfield	CA	93312
451	LOSA	Riviera Plaza (Telephone Plaza)	4756 Telephone Road, Suite #3	Ventura	CA	93003
458	DENV	University Hills South	2890 S. Colorado Blvd.; Suite 1-A	Denver	CO	80222
462	PUEB	Pueblo Shopping Center	220 W. 29th St.	Pueblo	CO	81008
469	SBEN	McKinley Town & Country Shopping Centre	2548 Miracle Lane	Mishawaka	IN	46545
472	KALA	Southland Shopping Center	6140 South Westnedge Ave.	Portage	MI	49002
474	DENV	Parker Marketplace II	18721 East Ponderosa Dr., Units A&B	Parker	CO	80134
477	DAYT	Centerville Place	1079 South Main Street	Centerville	OH	45458
489	LOSA	Santiago Hills Marketplace	8520 E. Chapman Ave	Orange	CA	92869
520	ATLA	Parkside Shops	5920 Roswell Road, NE; Box 45 - Suite C-204	Atlanta	GA	30328
521	GRAN	Red Cliff Pointe	2650 North Avenue; Suites 111 - 115	Grand Junction	CO	81501
523	PORT	Gresham Square	56 NW Burnside	Gresham	OR	97030
524	ATLA	Shallowford Crossing	2421 Shallowford Road, NE #120	Marietta	GA	30066
525	MACO	Galleria Square Shopping Center	4025 Watson Blvd.; Suite 180 & 200	Warner Robins	GA	31093
536	BRYA	Post Oak Square Shopping Center	1210 Harvey Rd.	College Station	TX	77840
537	JOHN	Ken's Plaza	3122-A East Oakland	Johnson City	TN	37601
538	OGDE	4050 Riverdale Rd. SC	4050 Riverdale Rd.	Riverdale	UT	84405
539	DAVE	Village Shopping Center	902 W. Kimberly Road #10	Davenport	IA	52806
541	CANT	Belden Village Commons	4844 Everhard Rd. Northwest	Canton	OH	44718
542	MOBI	Midtown Mart	3051 Dauphin Street	Mobile	AL	36606
544	PHOE	Bell Towne Plaza	245 E. Bell Road #26	Phoenix	AZ	85022
546	BIRM	Riverchase Promenade	1705 Montgomery Hwy S	Hoover	AL	35244
547	SALT	Brickyard Shopping Center	1130 Brickyard Rd.	Salt Lake City	UT	84106
548	NORF	118 W. 21st Street SC	118 W. 21st Street	Norfolk	VA	23517
549	NEWP	Warwick Village SC	11006 Warwick Blvd.; Suite 426-A	Newport News	VA	23601
550	FTMY	McGregor Pointe SC	15271 McGregor Blvd.	Ft. Myers	FL	33908
551	BRAD	Cortez Commons	5630 Cortez Road West	Bradenton	FL	34210
559	MELB	Lake Washington Square	2447 N. Wickham Road #112	Melbourne	FL	32935
563	MEMP	Malco Plaza	2853 Bartlett Blvd.	Bartlett	TN	38134
565	CHAM	Marketview Center	45 E Marketview Dr.	Champaign	IL	61820
567	HUNT	Westside Centre	6275 University Dr NW, Unit 8	Huntsville	AL	35806
569	KANS	Stateline Station	1130 W. 136th St	Kansas City	MO	64145
570	GAST	Akers Center	1495 E. Franklin Blvd.	Gastonia	NC	28054
572	STCL	Division Place I	2730 Division St.	St. Cloud	MN	56301
573	FLOR	Cashua Place Shopping Center	1900 West Palmetto Street	Florence	SC	29501
574	WLAF	Sagamore @ 26 Shopping Center	311 Sagamore Pkwy North	Lafayette	IN	47904
579	MODE	Vintage Plaza	3250 Dale Road	Modesto	CA	95356
588	RICH	Hancock Village	14613 Hancock Village St.	Chesterfield	VA	23832
592	DEST	Plantation Commons	4489-E Commons Drive West	Destin	FL	32541
593	PEOR	University Square	1401 West Glen #A	Peoria	IL	61614
597	LOSA	Camarillo Village Square	2450 Las Posas Road, Ste H	Camarillo	CA	93010
604	FTWA	JoAnn's Plaza	4710 Coldwater Rd.	Fort Wayne	IN	46825
605	SPIL	Town And Country Shopping Center	2345 S. MacArthur Blvd.	Springfield	IL	62704
606	PHOE	Sonora Village	15449 N. Hayden Rd, Ste 101	Scottsdale	AZ	85260
608	CHIC	Garden Market	4700 Gilbert Street #25	Suite 25	IL	60558
610	NASH	The Maples Shopping Center	1010 Murfreesboro Rd., Ste 192	Franklin	TN	37064
612	DBCH	West Volusia Regional SC	2661 S. Woodland Blvd.	Deland	FL	32720
615	FTWA	Parkwest Shopping Center	3962 West Jefferson Blvd.	Ft. Wayne	IN	46804
616	CHCO	Skypark Plaza Shopping Center	2485 Notre Dame Blvd. #410	Chico	CA	95928
618	BUFF	Hamburg Village Square	140 Pine Street	Hamburg	NY	14075
624	WASH	Northgate Plaza Shopping Center	13832 Georgia Avenue	Silver Spring	MD	20906
631	LGID	Greenlawn Plaza	773 Pulaski Road #5	Greenlawn	NY	11740
641	WASH	Rose Hill Plaza	6140-A Rose Hill Dr.	Alexandria	VA	22310
644	PHIL	Southampton Shopping Center	500 2nd Street Pike	Southampton	PA	18966
654	RICH	Ashland Hanover Shopping Center	251A N. Washington Hwy.	Ashland	VA	23005
655	STGE	The Shoppes at Zion	250 Red Cliffs Dr.; Suites 37, 38, & 39	St. George	UT	84790
656	BOUL	Village at Twin Peaks	1240 S. Hover St., Ste 500	Longmont	CO	80501
663	REDD	Hilltop /Redding Plaza	1635 A-C & M Hilltop Dr.	Redding	CA	96002
671	COLU	Mill Run Square	3655 Fishinger Blvd.	Hilliard	OH	43026
673	SPOK	Evergreen Crossing Shopping Center	13808 E. Indiana Ave.	Spokane Valley	WA	99216
675	CINC	Glenway Crossing	5056 Glencrossing Way #158	Cincinnati	OH	45238
679	DOTH	Circle West	3114 Ross Clark Circle	Dothan	AL	36303
683	COEU	Coeur D' Alene Center	227 W. Appleway Ave.	Coeur D' Alene	ID	83814
687	PITT	Donaldson's Crossroads	3911 Washington Rd., Unit 1	McMurray	PA	15317
691	SALE	Hilfiker Square	4450 Commercial St. SE	Salem	OR	97302
699	PHOE	Mesa Pavilions North	6952 E. Hampton Ave.	Mesa	AZ	85206
701	WASH	Manaport Plaza	8371 Sudley Rd.	Manassas	VA	20109

#	Store	Shopping Center	Address	City	St	Zip
702	RICH	Hanover Village SC	7043 Mechanicsville Turnpike	Mechanicsville	VA	23111
709	IOWA	Coral Ridge Mall	1451 Coral Ridge Avenue	Coralville	IA	52241
712	MOBI	Paradise Isle	1720 Gulf Shores Pkwy	Gulf Shores	AL	36542
713	FORT	Burleson Shopping Center	654 SW Willshire Blvd.	Burleson	TX	76028
717	HUNT	Southland Plaza	2019 Sixth Ave SE	Decatur	AL	35601
718	GREN	Town 'N Country Shopping Plaza	6101 Calhoun Memorial	Easley	SC	29640
719	BEND	Bend Factory Stores	61334 S. Highway 97, Ste 280	Bend	OR	97702
721	LOSA	Village La Verne	2139 Foothill Blvd.	La Verne	CA	91750
723	RALE	South Hills Mall & Plaza	1297 Buck Jones Rd.	Raleigh	NC	27606
728	RALE	Brennan Station	8111 Creedmoor Road #127	Raleigh	NC	27613
732	TUPE	Big Oaks Crossing	3885 N. Gloster St.	Tupelo	MS	38804
736	PALM	Town Center Plaza	44250 Town Center Way, Ste C-11	Palm Desert	CA	92260
738	MEDF	Bear Creek Plaza	850 Biddle Rd.	Medford	OR	97504
739	HAGE	South End Shopping Center	1171 Maryland Ave.	Hagerstown	MD	21740
740	SAND	North County Plaza	1824 Marron Rd.	Carlsbad	CA	92008
741	GRNC	Greenville Square	703 Greenville Blvd SE	Greenville	NC	27858
752	PORT	Hazel Dell Marketplace	628 NE 81st St.; Suites D & C	Vancouver	WA	98665
755	CARS	Southgate Shopping Center	3921 South Carson Street	Carson City	NV	89701
769	PORT	Milwaukie Marketplace	10890 SE Oak Street	Milwaukie	OR	97222
781	BERG	Midland Park Shopping Center	85 Godwin Ave., Unit 31A	Midland Park	NJ	07432
784	CHIC	Village Crossing SC	5613 W. Touhy Ave.	Niles	IL	60714
788	PHOE	Las Tiendas Village	2815 South Alma School Rd, Ste 1	Chandler	AZ	85286
791	MILW	Greenfield Place	4930 South 74th Street	Greenfield	WI	53220
796	ATLA	Mall of Georgia C17	1999 Mall of Georgia Blvd., Ste A-200	Buford	GA	30519
798	KING	Kingsport Shopping Center	1409 East Stone Dr	Kingsport	TN	37660
799	CHAP	New Hope Commons	5426 New Hope Commons Dr.	Durham	NC	27707
801	MEMP	South Lake Centre	195 Goodman Rd. W.	Southaven	MS	38671
802	AIKE	Aiken Exchange Shopping Center	2529 Whiskey Rd.	Aiken	SC	29803
806	CHAR	Cheshire Place	3716 West W.T. Harris Blvd, Suite B	Charlotte	NC	28269
810	TUCS	Ventana Village Shopping Center	6884 East Sunrise Dr., Unit 150	Tucson	AZ	85750
813	KNOX	Pigeon River Crossing	2727 Teaster Lane	Pigeon Forge	TN	37863
814	ERIE	Lakewood Plaza	2169 W. 12th St.	Erie	PA	16505
818	COCO	Palm Cay Plaza	745 N. Courtenay Pkwy.	Merritt Island	FL	32953
821	WASH	Free State Shopping Center	15500 Annapolis Rd., Ste. 120	Bowie	MD	20715
824	DALL	Firewheel Commons	3046 Lavon Drive, Suite 129B	Garland	TX	75040
826	DALT	Dalton Outlet Shops	1001 Market Street, Ste 22	Dalton	GA	30720
834	HOUS	Atascocita Market Square	8072 FM 1960 East	Humble	TX	77346
835	RALE	Wakefield Crossing Shopping Center	13200 New Falls of Neuse Rd. Suite 127	Raleigh	NC	27614
845	STLO	Olivette SC	9656 Olive Blvd.	Olivette	MO	63132
857	SANF	Redwood Gateway	1355 N. McDowell Blvd.	Petaluma	CA	94954
858	OLYM	South Sound Center	719 Sleater - Kinney Rd. SE, Suite 162	Lacey	WA	98503
866	PHOE	Gateway Village	10273 W. McDowell Rd.	Avondale	AZ	85392
871	MORE	Morehead Plaza	2900 Arendell St. Ste 15	Morehead City	NC	28557
877	LOSA	Lakewood Marketplace	5432 Woodruff Ave.	Lakewood	CA	90713
880	PADU	Kentucky Oaks Plaza	3250 James Sanders Blvd.	Paducah	KY	42001
893	ODES	Santa Fe Square	3950 E. 42nd Street	Odessa	TX	79762
895	NAPL	Granada Shoppes	1000 Immokalee Rd.	Naples	FL	34110
921	LEXI	Woodhill Circle	1555 East New Circle Rd.	Lexington	KY	40509
924	NEWO	Westside South Shopping Center	64 Westbank Expressway, Unit 220	Gretna	LA	70053
928	DENV	The Centre on Plum Creek	774 S Perry St., Ste C	Castle Rock	CO	80104
930	BOON	774 E. King St.	Boone, NC 28607	Boone	NC	28607
932	ORLA	Lady Lake Crossing	486 N. Hwy 27 /441	Lady Lake	FL	32159
977	REHB	Rehoboth Mall	18904 Rehoboth Mall Blvd.	Rehoboth Beach	DE	19971
1003	LITT	Rockwood Plaza	204 South Rockwood Dr., Suite E	Cabot	AR	72023
1005	BRFL	Nature Coast Commons	1377 Wendy Court	Spring Hill	FL	34607
1009	NASH	Providence Commons Shopping Center	655 S. Mt. Juliet Rd.	Mt. Juliet	TN	37122
1015	PITT	Village of East Side	6401 Penn Avenue	Pittsburgh	PA	15206
1030	LOSA	Woodcrest Plaza	17126 Van Buren Blvd.	Riverside	CA	92504
1035	PHIL	The Shoppes at Valley Forge	228 Schuylkill Road	Phoenixville	PA	19460
1045	TAMP	Sun City Center Plaza	1615 Sun City Center Plaza	Sun City Center	FL	33573
1047	PHIL	Pilgrim Gardens Shopping Center	1043 Pontiac Road	Drexel Hill	PA	19026
1052	JACK	Corridors at Ponte Vedra Shopping Center	840 A1A North, Suite 210	Ponte Vedra	FL	32082
1081	DENV	Northglenn Marketplace	10606 Melody Dr.	Northglenn	CO	80234
1083	NEWP	Jefferson Green	12233 Jefferson Ave	Newport News	VA	23602
1086	CINC	Alexandria Village Green	6929 Alexandria Pike	Alexandria	KY	41001
1092	SAND	UC Marketplace	3338 Governor Dr.	San Diego	CA	92122
1093	RENO	Del Monte Plaza	6013 S. Virginia St.	Reno	NV	89502
1100	TAMP	Gateway Market Center	7895 Martin Luther King Jr. Street North	St. Petersburg	FL	33702
1101	SILV	Summit Place Shopping Center	209 - 237 Summit Place Shopping Center	Silverthorne	CO	80498
1102	SACR	Folsom Faire	685 East Bidwell St.	Folsom	CA	95630
1106	RCNY	Panorama Plaza	1601 Penfield Rd.	Penfield	NY	14625
1111	DENV	Applewood Village	3354 Youngfield St.	Wheat Ridge	CO	80033
1119	FORT	Presidio Towne Crossing	2225 Porter Creek Dr.	Fort Worth	TX	76177
1123	NAGS	Outer Banks Mall	5050 S. Croatan Hwy	Nags Head	NC	27959
1130	SEAT	Meridian Town Center	13410 Meridian Ave East	Puyallup	WA	98373
1140	VENI	Venice Village Shoppes	4127 Tamiami Trl S	Venice	FL	34293
1150	DENV	River Point at Sheridan	3640 River Point Pkwy, Ste A	Sheridan	CO	80110
1154	TUSC	1695 McFarland Blvd. SC	1695 McFarland Blvd. Unit B	Northport	AL	35476

#	Store	Shopping Center	Address	City	St	Zip
1156	ATLA	Deerfield Place	13069 Hwy 9N, Suite 2520	Milton	GA	30004
1158	CLEV	Southland Shopping Center	6845 Pearl Rd.	Middleburg Heights	OH	44130
1159	MELB	Suntree Square Shopping Center	7777 N. Wickham Rd., Ste #1	Melbourne	FL	32940
1161	ATLA	Presidential Commons	1708A Scenic Highway N.	Snellville	GA	30078
1174	CHAS	Belle Hall Shopping Center	680 Long Point Rd.	Mount Pleasant	SC	29464
1175	HOUS	Westhill Village Shopping Center	7525 Westheimer	Houston	TX	77063
1178	PHOE	Village Square II	4643 Cactus Road	Phoenix	AZ	85032
1179	SARA	Landings Shopping Center	4768 S. Tamiami Trail	Sarasota	FL	34231
1180	JONE	Highland Square	2008 S. Caraway Rd.	Jonesboro	AR	72401
1181	WICF	Wichita Falls Shopping Center	4319 Kemp Blvd., Unit B	Wichita Falls	TX	76308
1184	ALBU	Cottonwood Corners	10420 Coors Bypass NW., Suite 96	Albuquerque	NM	87114
1186	FTMY	Cypress Trace	13300 S. Cleveland Ave. Ste 47	Fort Myers	FL	33907
1190	DALL	Lewisville Towne Crossing	4750 State Hwy 121, Ste #300	Lewisville	TX	75056
1192	COCO	Titus Landing	2420 Washington Ave	Titusville	FL	32781
1193	DALL	Parker Central Plaza Shopping Center	3304 Central Expressway	Plano	TX	75074
1196	FTCO	Johnstown Plaza	4909 Thompson Pkwy	Johnstown	CO	80534
1202	TULS	The Shops at Turkey Creek	501 SE Washington Blvd, Ste C	Bartlesville	OK	74006
1204	TAMP	Seminole City Center	11201 Park Blvd.	Seminole	FL	33618
1209	ATLA	Dawson Marketplace	136 Marketplace Parkway	Dawsonville	GA	30534
1211	PHOE	Lake Pleasant Towne Center	10096 West Happy Valley Rd.	Peoria	AZ	85281
1213	COLO	Powers Pointe	5637 Barnes Rd.	Colorado Springs	CO	80917
1218	FORT	Shops at Chisholm Trail Ranch	5517 Sierra Springs Lane	Fort Worth	TX	76123
1220	SAND	Rancho San Diego Towne Center	2983 Jamacha Rd.	El Cajon	CA	92019
1222	CHAR	Rivergate Shopping Center	14151 Steele Creek Rd H200	Charlotte	NC	28273
1225	FORT	Granbury Lakeside Center	1406 E. US Hwy 377	Granbury	TX	76048
1231	MILW	The Shoppes at Fox River	1110 West Sunset Sr., Ste 140	Waukesha	WI	53189
1232	VICT	Northcross Shopping Center	5217-A N Navarro St	Victoria	TX	77904
1235	SIOU	Plaza 41	2721 West 41st Street	Sioux Falls	SD	57105
1237	BALT	Magothy Gateway	139 Ritchie Hwy, Ste C	Severna Park	MD	21146

Exhibit C

**Tuesday Morning
Budget of Consultant Controlled Expenses**

# of Stores	263
Sale Term:	3/4/23-3/26/23
# of Days	23
# of Weeks	3.3
Avg # Weeks	3.3
# Store Weeks	864.1

Consultant Controlled Expenses:

Advertising	\$ 207,394
Supervision	\$ 465,897
Miscellaneous	\$ 30,000

Total Consultant Controlled Expenses	\$ 703,292
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Notes:

1) This expense budget is based upon the above Sale Term. Any changes to the Sale Term may result in adjustments to the expense budget, which will be agreed upon by Merchant and Consultant.