Ian T. Peck State Bar No. 24013306 Jarom J. Yates State Bar No. 24071134 Jordan E. Chavez State Bar No. 24109883 HAYNES AND BOONE, LLP 2323 Victory Avenue, Suite 700 Dallas, TX 75219 Telephone: 214.651.5000 Facsimile: 214.651.5940 Email: ian.peck@haynesboone.com Email: jarom.yates@haynesboone.com

ATTORNEYS FOR DEBTORS

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

In re:	8	Chapter 11
Tuesday Morning Corporation, et al., ¹	Ş	Case No. 20-31476-HDH-11
Debtors.	8 §	Jointly Administered

NOTICE OF FILING OF REVISED PROPOSED ORDERS GRANTING DEBTORS' ABL EXTENSION AND DEBTORS' ASSUMPTION/REJECTION DEADLINE EXTENSION

PLEASE TAKE NOTICE that attached hereto as Exhibit A is the revised proposed

Order Granting Debtors' Expedited Motion for Entry of an Order Authorizing the Debtors to

Pay the Extension Fee in Connection with the Extension of the ABL Expiration Date (the "ABL

Extension Approval Order"), which will be presented to the Court at the hearing scheduled for

November 23, 2020 at 10:30 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) ("<u>TM Corp.</u>"); TMI Holdings, Inc. (6658) ("<u>TMI Holdings</u>"); Tuesday Morning, Inc. (2994) ("<u>TMI</u>"); Friday Morning, LLC (3440) ("<u>FM LLC</u>"); Days of the Week, Inc. (4231) ("<u>DOTW</u>"); Nights of the Week, Inc. (7141) ("<u>NOTW</u>"); and Tuesday Morning Partners, Ltd. (4232) ("<u>TMP</u>"). The location of the Debtors' service address is 6250 LBJ Freeway, Dallas, TX 75240.

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit B** is a redline version of the ABL Extension Approval Order compared to the version filed with the *Debtors' Expedited Motion for Entry of an Order Authorizing the Debtors to Pay the Extension Fee in Connection with the Extension of the ABL Expiration Date*, which was filed on November 15, 2020, at Docket No. 1586.

PLEASE TAKE FURTHER NOTICE that attached hereto as <u>**Exhibit C**</u> is the revised proposed Order Granting Debtors' Expedited Motion for Entry of an Order Pursuant to 11 $U.S.C. \$ 365(d)(4)(B)(ii) Extending the Debtors' Time to Assume or Reject Unexpired Leases of Non-Residential Real Property (the "<u>Assumption/Rejection Deadline Extension Order</u>"), which will be presented to the Court at the hearing scheduled for November 23, 2020 at 10:30 a.m.

PLEASE TAKE FURTHER NOTICE that attached hereto as <u>Exhibit D</u> is a redline version of the Assumption/Rejection Deadline Extension Order compared to the version filed with the *Debtors' Expedited Motion for Entry of an Order Pursuant to 11 U.S.C.* § 365(d)(4)(B)(ii) Extending the Debtors' Time to Assume or Reject Unexpired Leases of Non-Residential Real Property, which was filed on November 20, 2020, at Docket No. 1662.

DATED this 23rd day of November, 2020.

HAYNES AND BOONE, LLP

By: <u>/s/ Ian T. Peck</u> Ian T. Peck State Bar No. 24013306 Jarom J. Yates State Bar No. 24071134 Jordan E. Chavez State Bar No. 24109883 2323 Victory Avenue, Suite 700 Dallas, TX 75219 Telephone: 214.651.5000 Facsimile: 214.651.5940 Email: ian.peck@haynesboone.com Email: jarom.yates@haynesboone.com

ATTORNEYS FOR DEBTORS

EXHIBIT A

Revised Proposed ABL Extension Order

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

In re:	§	Chapter 11
	§	
Tuesday Morning Corporation, et al., ¹	§	Case No. 20-31476-HDH-11
	§	
Debtors.	§	Jointly Administered

DEBTORS' EXPEDITED MOTION FOR ENTRY OF AN ORDER AUTHORIZING THE DEBTORS TO PAY THE EXTENSION FEE IN CONNECTION WITH THE EXTENSION OF THE ABL EXPIRATION DATE

Upon the Debtors' Expedited Motion for Entry of an Order Authorizing the Debtors to

Pay the Extension Fee in Connection with the Extension of the ABL Expiration Date (the

"Motion"); and the Court having jurisdiction to consider the Motion and the relief requested

¹The 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) ("<u>TM Corp.</u>"); TMI Holdings, Inc. (6658) ("<u>TMI Holdings</u>"); Tuesday Morning, Inc. (2994) ("<u>TMI</u>"); Friday Morning, LLC (3440) ("<u>FM LLC</u>"); Days of the Week, Inc. (4231) ("<u>DOTW</u>"); Nights of the Week, Inc. (7141) ("<u>NOTW</u>"); and Tuesday Morning Partners, Ltd. (4232) ("<u>TMP</u>"). The location of the Debtors' service address is 6250 LBJ Freeway, Dallas, TX 75240.

therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc*, Misc. Rule No. 33 (N.D. Tex. Aug. 3, 1984); and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); 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 having been provided, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion; and the Court having held a hearing on the Motion; and all objections, if any, to the Motion have been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

- 1. The Motion is GRANTED as set forth herein.
- The First Amendment to the ABL Credit Agreement is hereby approved in its entirety.
- 3. Solely with respect to any borrowing requested on or after November 25, 2020 (the "<u>Extension Commencement Date</u>"), after giving effect to the requested borrowing, the aggregate outstanding principal amount of all loans under the ABL DIP Credit Agreement shall not exceed \$5,000,000, and letters of credit shall not exceed the sublimit amount of the ABL DIP Credit Agreement;
 The Debtors shall pay an extension fee (the "<u>Extension Fee</u>") in the aggregate amount of \$100,000 immediately upon entry of the Order approving the

Extension Fee; and

- 5. The Debtors' shall have provided, or immediately upon entry of this Order provide, evidence satisfactory to the ABL DIP Agent of written consent from no fewer than 270 landlords to extend the current deadline under Bankruptcy Code § 365(d)(4) to assume or reject unexpired store leases until January 31, 2021. Additionally, the Debtors shall move for and obtain entry of an order approving the extension of the § 365(d)(4) deadline with respect to the consenting landlords.
- 6. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.
- 7. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

END OF ORDER

Agreed as to Form and Content:

/s/ Ian T. Peck

Ian T. Peck State Bar No. 24013306 Jarom J. Yates State Bar No. 24071134 Jordan E. Chavez State Bar No. 24109883 **HAYNES AND BOONE, LLP** 2323 Victory Avenue, Suite 700 Dallas, TX 75219 Telephone: 214.651.5000 Facsimile: 214.651.5940 Email: ian.peck@haynesboone.com Email: jarom.yates@haynesboone.com

ATTORNEYS FOR DEBTORS

/s/ William L. Wallander

William L. Wallander State Bar No. 20780750 Bradley R. Foxman State Bar No. 24065243 **VINSON & ELKINS, LLP** 2001 Ross Avenue, Suite 3900 Dallas, TX 75201 Telephone: (214) 220.7905 Email: bwallander@velaw.com

ATTORNEYS FOR JPMORGAN CHASE BANK, N.A.

EXHIBIT 1

First Amendment to ABL DIP Credit Agreement

FIRST AMENDMENT

FIRST AMENDMENT, dated as of November 12, 2020 (this "<u>Amendment</u>") to the Senior Secured Super Priority Debtor-In-Possession Credit Agreement, dated as of May 29, 2020 (as amended prior to the date hereof, the "<u>Credit Agreement</u>") among Tuesday Morning, Inc., a Texas corporation (the "<u>Borrower</u>"), each of the Subsidiary Guarantors, Tuesday Morning Corporation, a Delaware corporation ("<u>Parent</u>"), TMI Holdings, Inc., a Delaware corporation ("<u>Intermediate Holdings</u>"), the Lenders party thereto from time to time, JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "<u>Administrative Agent</u>") and the other parties thereto.

RECITALS

WHEREAS, the Borrower and the Guarantors filed a voluntary case, including any adversary proceedings or other ancillary proceedings related thereto (the "<u>Chapter 11 Cases</u>") under chapter 11 of title 11 of the United States Code (the "<u>Bankruptcy Code</u>"), and the Chapter 11 Cases are jointly administered in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "<u>Court</u>", and the date the Chapter 11 Cases were commenced, the "<u>Petition Date</u>");

WHEREAS, from and after the Petition Date, the Borrower and the Guarantors continue to operate their business and manage their property as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, the Court entered the *Final 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, and (III) Granting Related Relief* [Docket No. 331] (the "<u>Final</u> <u>Order</u>") on June 26, 2020;

WHEREAS, the Borrower has requested that the Lenders consent to certain amendments to the Credit Agreement;

WHEREAS, effective as of the Amendment Effective Date (as defined below) each Lender consenting to this Amendment has, subject to the terms and conditions set forth herein, agreed to the amendment of the Credit Agreement as set forth herein (the Credit Agreement, as amended by this Amendment, the "<u>Amended Credit Agreement</u>");

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. <u>Capitalized Terms</u>. Capitalized terms used in this Amendment but not defined herein shall have the meanings assigned to them in the Credit Agreement.

Section 2. <u>Amendments to Credit Agreement</u>. In reliance upon the representations, warranties and covenants herein, the Credit Agreement shall be amended effective as of the Amendment Effective Date in the manner provided in this <u>Section 2</u>:

2.1 <u>Additional Definition</u>. Section 1.1 of the Credit Agreement is hereby amended by adding thereto, in the appropriate alphabetical order, the following new definition:

"Extension Commencement Date" means November 25, 2020.

2.2 <u>Amended Definition</u>. The definition of "<u>Revolver Termination Date</u>" is hereby amended and restated in its entirety to read as follows:

"<u>Revolver Termination Date</u>" shall mean December 31, 2020.

2.3 <u>Amendment to Section 2.07(c)</u>. Section 2.07(c) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

(c) In the event and on such occasion that (i) the aggregate outstanding Loans and LC Obligations exceed the Line Cap, the Borrower shall on the next Business Day prepay first, the Pre-Petition Obligations then outstanding (other than the Retained Pre-Petition Obligations except to the extent provided in Section 2.07(h)) in the order and manner provided in the Pre-Petition Credit Agreement and second, the Loans and/or LC Obligations or Cash Collateralize the LC Obligations in an account with the Administrative Agent pursuant to Section 2.04(c), as applicable, in an aggregate amount equal to such excess and (ii) from and after the Extension Commencement Date, the aggregate principal amount of Loans outstanding exceeds \$5,000,000, the Borrower shall on the next Business Day prepay first, the Pre-Petition Obligations then outstanding (other than the Retained Pre-Petition Obligations except to the extent provided in Section 2.07(h)) in the order and manner provided in the Pre-Petition Obligations then outstanding (other than the Retained Pre-Petition Obligations except to the extent provided in Section 2.07(h)) in the order and manner provided in the Pre-Petition Credit Agreement and second, the Loans in an aggregate amount equal to such excess.

2.4 <u>Amendment to Section 4.02</u>. Section 4.02 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

Section 4.02 <u>Conditions Precedent to All Credit Extensions</u>. On the date of each Borrowing and on the date of each issuance, amendment, extension or renewal of a Letter of Credit:

(a) the Borrower shall have delivered to the Administrative Agent a customary Borrowing Request, or LC Request as the case may be certifying as to, among other things, that (i) the Loans will be utilized in accordance with the Approved Budget (as updated from time to time pursuant to any Budget Compliance Report), (ii) the principal amount of the requested Loans (together with the outstanding principal amount of all outstanding Loans) does not exceed the Approved Budget (as updated from time to time pursuant to any Budget Compliance Report), (iii) the Borrower shall apply the proceeds of the Loans only to expenses set forth in the Approved Budget, (iv) after giving effect to the requested Borrowing, the aggregate outstanding principal amount of Loans and LC Obligations shall not exceed the Line Cap, and (v) solely with respect to any Borrowing requested on or after the Extension Commencement Date, after giving effect to the requested Borrowing, the aggregate outstanding principal amount of all Loans shall not exceed \$5,000,000;

(b) Availability on the proposed date of such Borrowing shall be equal to or greater than the amount of such proposed Borrowing or issuance of Letters of Credit;

(c) at the time of and immediately after giving effect to such Borrowing or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable, and the application of the proceeds thereof, (i) no Default or Event of Default shall have occurred and be continuing (except for (x) any defaults or events of default arising solely as a result of the commencement of the Chapter 11 Cases and (y) to the extent the PrePetition Obligations have not been converted to the Obligations in accordance with this Agreement, any defaults or events of default under the Pre-Petition Credit Agreement) and (ii) no Protective Advance shall be outstanding;

(d) the representations and warranties of each Loan Party set forth in <u>Article III</u> of this Agreement or in any other Loan Document shall be true and correct in all material respects (without duplication of any materiality qualifier contained therein) on the date of, and upon giving effect to, such funding or issuance (except for representations and warranties that expressly relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects as such earlier date);

(e) with respect to the issuance of any Letter of Credit, the LC Conditions shall be satisfied;

(f) (i) the Final Order and the Cash Management Order, in each case, shall have been entered in form and substance acceptable to the Administrative Agent following the expiration of the Interim Order; (ii) the Interim Order or the Final Order, as applicable, shall not have been vacated, stayed, reversed, modified, or amended without the Administrative Agent's consent and shall otherwise be in full force and effect; and (iii) no motion for reconsideration of the Interim Order or the Final Order, as applicable, shall have been timely filed by a Loan Party of any of their Subsidiaries;

(g) the Borrower shall have paid the balance of all fees and expenses then due and payable under this Agreement; and

(h) solely with respect to any Borrowing requested on or after the Extension Commencement Date, after giving effect to the requested Borrowing, the aggregate outstanding principal amount of all Loans shall not exceed \$5,000,000.

Each request by the Borrower for funding of a Loan, or issuance of a Letter of Credit (other than the Existing Letters of Credit) shall constitute a representation by the Borrower that the conditions in <u>clauses (b)</u> through (<u>h</u>) above are satisfied on the date of such request and on the date of such funding or issuance.

2.5 <u>Amendment to Schedule 3.07</u>. Schedule 3.07 to the Credit Agreement is hereby amended and restated in its entirety to read as set forth on <u>Schedule 3.07</u> to this Amendment.

Section 3. <u>**Representations and Warranties**</u>. Each Loan Party makes the following representations and warranties:

(a) at the time of and immediately after giving effect to the Amendment Effective Date, no Default or Event of Default has occurred and is continuing;

(b) the representations and warranties of each Loan Party set forth in <u>Article III</u> of the Credit Agreement and in any Loan Document are true and correct in all material respects (without duplication of any materiality qualifier contained therein) as of the Amendment Effective Date, with the same effect as though made on and as of such date (except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties were true and correct in all material respects (without duplication of any materiality qualifier contained therein) as of such earlier date); and (c) since the Petition Date, no event, development, circumstance or change has occurred that has or would reasonably be expected to have a Material Adverse Effect.

Section 4. <u>Conditions to Effectiveness of this Amendment</u>. This Amendment shall become effective on the date (such date, the "<u>Amendment Effective Date</u>") that the following conditions have been satisfied:

4.1 The Administrative Agent (or its counsel) shall have received from each party hereto either (i) a counterpart of this Amendment signed on behalf of such party or (ii) written evidence satisfactory to the Administrative Agent (which may include fax or other electronic transmission of a signed signature page of this Amendment) that such party has signed a counterpart of this Amendment.

4.2 The Borrower shall have paid to the Administrative Agent for the ratable benefit of the Lenders a non-refundable extension fee in the amount of \$100,000.

4.3 The Court shall have entered an order, in form and substance acceptable to the Administrative Agent, approving entry by the Loan Parties into this Amendment.

4.4 The Administrative Agent shall have received satisfactory evidence that the Loan Parties have obtained the written consent of the landlords of not fewer than 270 of the Loan Parties' stores to the extension of the deadline under Bankruptcy Code §365(d)(4) for the Loan Parties to assume or reject the unexpired store leases to which each such landlord is a party.

4.5 The Court shall have entered an order, in form and substance acceptable to the Administrative Agent, granting the Loan Parties' motion to extend the Loan Parties' deadline under Bankruptcy Code §365(d)(4) to assume or reject their unexpired store leases until January 31, 2021.

Section 5. <u>Counterparts</u>. This Amendment may be executed in two (2) or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one (1) contract, and shall become effective as provided in Section 4 of this Amendment. Delivery of an executed counterpart to this Amendment by facsimile transmission or other electronic transmission (including by ".pdf" or ".tif") shall be as effective as delivery of a manually signed original.

Section 6. <u>Headings</u>. The headings of the several Sections and subsections of this Amendment are inserted for convenience only and are not to affect the construction of, or to be taken into consideration in interpreting, this Amendment.

Section 7. **Effect of this Amendment**. Except as expressly set forth herein, (i) this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders, the Administrative Agent or the Issuing Banks, in each case under the Credit Agreement, the Final Order, or any other Loan Document, (ii) shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement, the Final Order, or any other Loan Document and (iii) each and every term, condition, obligation, covenant and agreement contained in the Credit Agreement, the Final Order, or any other Loan Document and (iii) each and every term, condition, obligation, covenant and agreement contained in the Credit Agreement, the Final Order, or any other Loan Document and every term, condition, obligations of such Loan Parties hereby consents to this Amendment and confirms and reaffirms (i) that all obligations of such Loan Party under the Loan Documents to which such Loan Party is a party shall continue to apply to the Credit Agreement as amended hereby, (ii) its Guarantees of the Obligations, (iii) its pledges and grants of security interests and Liens on the Collateral to secure the Obligations pursuant to the Security Documents and (iv) such Guarantees, pledges and grants of security interests, as applicable, shall continue to be in full force and effect and shall continue to inure to the benefit of the

Lenders and the other Secured Parties. This Amendment shall constitute a Loan Document for purposes of the Credit Agreement. On and after the effectiveness of this Amendment, each reference in any Loan Document to "the Credit Agreement" shall mean and be a reference to the Amended Credit Agreement and each reference in the Credit Agreement to "this Agreement," "hereunder," "hereof" or words of like import shall mean and be a reference to the Amended Credit Agreement and agree that the amendment of the Credit Agreement pursuant to this Amendment and all other Loan Documents amended and/or executed and delivered in connection herewith shall not constitute a novation of the Credit Agreement or of any other Loan Documents as in effect prior to the Amendment Effective Date.

Section 8. **Reimbursement of Expenses**. Subject to the provisions of the Final Order, the Borrower agrees to pay or reimburse all reasonable and documented (in summary form) expenses, including, without limitation, reasonable and documented (in summary form) attorney's fees and expenses, incurred by the Administrative Agent in connection with the negotiation and preparation of this Amendment.

NO CLAIMS; RELEASE; COVENANT NOT TO SUE. EACH LOAN Section 9. PARTY (IN ITS OWN RIGHT AND ON BEHALF OF ITS PREDECESSORS, LEGAL **REPRESENTATIVES, SUCCESSORS** AND ASSIGNS) HEREBY EXPRESSLY AND UNCONDITIONALLY ACKNOWLEDGES AND AGREES THAT, AS OF THE DATE HEREOF, IT HAS NO SETOFFS, COUNTERCLAIMS, ADJUSTMENTS, RECOUPMENTS, DEFENSES, CLAIMS, CAUSES OF ACTION, ACTIONS OR DAMAGES OF ANY CHARACTER OR NATURE, WHETHER CONTINGENT, NONCONTINGENT, LIQUIDATED, UNLIQUIDATED, FIXED, MATURED, UNMATURED, DISPUTED, UNDISPUTED, LEGAL, EQUITABLE, SECURED OR UNSECURED, KNOWN OR UNKNOWN, ACTUAL OR PUNITIVE, FORESEEN OR UNFORESEEN, DIRECT, OR INDIRECT, AGAINST THE ADMINISTRATIVE AGENT, ANY LENDER, ANY ISSUING BANK, ANY OF THEIR RESPECTIVE AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, ATTORNEYS, CONSULTANTS TO ATTORNEYS (INCLUDING, WITHOUT LIMITATION, AGENT COUNSEL AND AGENT ADVISOR) OR REPRESENTATIVES OR ANY OF THEIR RESPECTIVE PREDECESSORS, SUCCESSORS OR ASSIGNS (COLLECTIVELY, THE "LENDER-RELATED PARTIES") OR ANY GROUNDS OR CAUSE FOR REDUCTION, MODIFICATION, SET ASIDE OR SUBORDINATION OF THE SECURED OBLIGATIONS OR ANY LIENS OR SECURITY INTERESTS GRANTED OR CREATED UNDER OR IN CONNECTION WITH ANY LOAN DOCUMENT IN FAVOR OF THE ADMINISTRATIVE IN PARTIAL CONSIDERATION FOR THE AGREEMENT AGENT. OF THE ADMINISTRATIVE AGENT, THE LENDERS AND THE ISSUING BANKS TO ENTER INTO AGREEMENT, PARTY HEREBY **KNOWINGLY** THIS EACH LOAN AND UNCONDITIONALLY WAIVES AND FULLY AND FINALLY RELEASES AND FOREVER DISCHARGES THE LENDER-RELATED PARTIES FROM, AND COVENANTS NOT TO SUE THE LENDER-RELATED PARTIES FOR, ANY AND ALL SETOFFS, COUNTERCLAIMS, ADJUSTMENTS, RECOUPMENTS, CLAIMS, DEMANDS, CAUSES OF ACTION, ACTIONS, GROUNDS, CAUSES, DAMAGES, REMEDIES, COSTS AND EXPENSES OF EVERY NATURE AND CHARACTER, WHETHER CONTINGENT, NONCONTINGENT, LIQUIDATED, UNLIQUIDATED, FIXED, MATURED, UNMATURED, DISPUTED, UNDISPUTED, LEGAL, EOUITABLE. SECURED OR UNSECURED. KNOWN OR UNKNOWN. ACTUAL OR PUNITIVE, FORESEEN OR UNFORESEEN, DIRECT OR INDIRECT, ARISING OUT OF OR FROM OR RELATED TO ANY LAW, STATUTE, RULE, REGULATION, OR ANY OF THE LOAN DOCUMENTS, WHETHER AT LAW, IN EQUITY, OR OTHERWISE, WHICH ANY LOAN PARTY OWNS AND HOLDS AS OF THE DATE HEREOF, OR HAS AT ANY TIME PRIOR TO THE DATE HEREOF OWNED OR HELD, SUCH WAIVER, RELEASE AND

DISCHARGE BEING MADE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE CIRCUMSTANCES AND EFFECTS OF SUCH WAIVER, RELEASE AND DISCHARGE AND AFTER HAVING CONSULTED LEGAL COUNSEL OF ITS OWN CHOOSING WITH RESPECT THERETO. THIS SECTION IS IN ADDITION TO ANY OTHER RELEASE OF ANY OF THE LENDER-RELATED PARTIES BY ANY LOAN PARTY AND SHALL NOT IN ANY WAY LIMIT ANY OTHER RELEASE, COVENANT NOT TO SUE, OR WAIVER BY ANY LOAN PARTY IN FAVOR OF ANY OF THE LENDER-RELATED PARTIES, IT BEING THE INTENT OF THE LOAN PARTIES THAT THIS RELEASE AND COVENANT NOT TO SUE BE AS BROAD AND INCLUSIVE AS PERMITTED BY APPLICABLE LAW.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

By:

BORROWER:

TUESDAY MORNING, INC.

GUARANTORS:

TUESDAY MORNING CORPORATION



Name: Steven R. Becker Title: Chief Executive Officer and President

TMI HOLDINGS, INC.

By:

Name: Steven R. Becker Title: Chief Executive Officer and President

FRIDAY MORNING, LLC

By: Tuesday Morning, Inc., as Sole Member

By:

Name: Steven R. Becker Title: Chief Executive Officer and President

DAYS OF THE WEEK, INC.

By:

Name: Steven R. Becker Title: Chief Executive Officer

NIGHTS OF THE WEEK, INC.



Name: Steven R. Becker Title: Chief Executive Officer

TUESDAY MORNING PARTNERS, LTD.

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

By:

Name: Steven R. Becker Title: Chief Executive Officer

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent, an Issuing Bank, and a Lender

By: <u>Jon Eckhouse</u> Name: Jon Eckhouse

Title: Authorized Officer

WELLS FARGO BANK, N.A., as a Lender and as Syndication Agent By:

Name: JAI ALEXANDER Title: DIRECTOR BANK OF AMERICA, N.A.,

as a Lender

Andrew Cerussi By:

Name: Andrew Cerussi Title: Senior Vice President

Schedule 3.07

Properties

Owned Real Property:

Address 14601 Inwood Road, Addison, Texas 75001 14603 Inwood Road, Addison, Texas 75001 14639 Inwood Road, Addison, Texas 75001 4404 S Beltwood Pkwy, Farmers Branch, Texas 75244 14621 Inwood Road, Addison, Texas 75001 14303 Inwood Rd, Farmers Branch, TX 75244 6250 LBJ Freeway, Dallas, TX 75240

Leased Real Property:

Address 563 S. 63rd Ave, Phoenix, AZ 85043 See *Exhibit A*

Owner Friday Morning, LLC Friday Morning, LLC Friday Morning, LLC Tuesday Morning Partners, Ltd. Tuesday Morning Partners, Ltd. Tuesday Morning Partners, Ltd. Tuesday Morning, Inc.

Purpose

Phoenix Distribution Center Various Store Locations

EXHIBIT B

Redline of Proposed ABL Extension Order

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

In re:	§	Chapter 11
	§	
Tuesday Morning Corporation, et al., ¹	§	Case No. 20-31476-HDH-11
	§	
Debtors.	§	Jointly Administered

DEBTORS' EXPEDITED MOTION FOR ENTRY OF AN ORDER AUTHORIZING THE DEBTORS TO PAY THE EXTENSION FEE IN CONNECTION WITH THE EXTENSION OF THE ABL EXPIRATION DATE

Upon the Debtors' Expedited Motion for Entry of an Order Authorizing the Debtors to

Pay the Extension Fee in Connection with the Extension of the ABL Expiration Date (the

¹The 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) ("<u>TM Corp.</u>"); TMI Holdings, Inc. (6658) ("<u>TMI Holdings</u>"); Tuesday Morning, Inc. (2994) ("<u>TMI</u>"); Friday Morning, LLC (3440) ("<u>FM LLC</u>"); Days of the Week, Inc. (4231) ("<u>DOTW</u>"); Nights of the Week, Inc. (7141) ("<u>NOTW</u>"); and Tuesday Morning Partners, Ltd. (4232) ("<u>TMP</u>"). The location of the Debtors' service address is 6250 LBJ Freeway, Dallas, TX 75240.

"<u>Motion</u>"); and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc*, Misc. Rule No. 33 (N.D. Tex. Aug. 3, 1984); and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); 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 having been provided, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion; and the Court having held a hearing on the Motion; and all objections, if any, to the Motion have been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

- 1. The Motion is GRANTED as set forth herein.
- <u>The First Amendment to the ABL Credit Agreement, including the Extension Fee,</u> is hereby approved in its entirety.
- 3. Solely with respect to any borrowing requested on or after November 25, 2020 (the "Extension Commencement Date"), after giving effect to the requested borrowing, the aggregate outstanding principal amount of all loans under the ABL DIP Credit Agreement shall not exceed \$5,000,000, and letters of credit shall not exceed the sublimit amount of the ABL DIP Credit Agreement;

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- 4. 3. The Debtors shall pay an extension fee (the "<u>Extension Fee</u>") in the aggregate amount of \$100,000 immediately upon entry of the Order approving the Extension Fee; and
- 5. 4. The Debtors' shall have provided, or immediately upon entry of this Order provide, evidence satisfactory to the ABL DIP Agent of written consent from no fewer than 270 landlords to extend the current deadline under Bankruptcy Code § 365(d)(4) to assume or reject unexpired store leases until January 31, 2021. Additionally, the Debtors shall move for and obtain entry of an order approving the extension of the § 365(d)(4) deadline with respect to the consenting landlords.
- <u>5.</u>Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this
 Order are immediately effective and enforceable upon its entry.
- 6. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

END OF ORDER

Agreed as to Form and Content:

/s/ Ian T. Peck

Ian T. Peck State Bar No. 24013306 Jarom J. Yates State Bar No. 24071134 Jordan E. Chavez State Bar No. 24109883 **HAYNES AND BOONE, LLP** 2323 Victory Avenue, Suite 700 Dallas, TX 75219 Telephone: 214.651.5000 Facsimile: 214.651.5940 Email: ian.peck@haynesboone.com Email: jarom.yates@haynesboone.com

ATTORNEYS FOR DEBTORS

/s/ William L. Wallander

William L. Wallander State Bar No. 20780750 Bradley R. Foxman State Bar No. 24065243 **VINSON & ELKINS, LLP** 2001 Ross Avenue, Suite 3900 Dallas, TX 75201 Telephone: (214) 220.7905 Email: bwallander@velaw.com

ATTORNEYS FOR JPMORGAN CHASE BANK, N.A.

EXHIBIT 1

First Amendment to ABL DIP Credit Agreement

FIRST AMENDMENT

FIRST AMENDMENT, dated as of November 12, 2020 (this "<u>Amendment</u>") to the Senior Secured Super Priority Debtor-In-Possession Credit Agreement, dated as of May 29, 2020 (as amended prior to the date hereof, the "<u>Credit Agreement</u>") among Tuesday Morning, Inc., a Texas corporation (the "<u>Borrower</u>"), each of the Subsidiary Guarantors, Tuesday Morning Corporation, a Delaware corporation ("<u>Parent</u>"), TMI Holdings, Inc., a Delaware corporation ("<u>Intermediate Holdings</u>"), the Lenders party thereto from time to time, JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "<u>Administrative Agent</u>") and the other parties thereto.

RECITALS

WHEREAS, the Borrower and the Guarantors filed a voluntary case, including any adversary proceedings or other ancillary proceedings related thereto (the "<u>Chapter 11 Cases</u>") under chapter 11 of title 11 of the United States Code (the "<u>Bankruptcy Code</u>"), and the Chapter 11 Cases are jointly administered in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "<u>Court</u>", and the date the Chapter 11 Cases were commenced, the "<u>Petition Date</u>");

WHEREAS, from and after the Petition Date, the Borrower and the Guarantors continue to operate their business and manage their property as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, the Court entered the *Final 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, and (III) Granting Related Relief* [Docket No. 331] (the "<u>Final</u> <u>Order</u>") on June 26, 2020;

WHEREAS, the Borrower has requested that the Lenders consent to certain amendments to the Credit Agreement;

WHEREAS, effective as of the Amendment Effective Date (as defined below) each Lender consenting to this Amendment has, subject to the terms and conditions set forth herein, agreed to the amendment of the Credit Agreement as set forth herein (the Credit Agreement, as amended by this Amendment, the "<u>Amended Credit Agreement</u>");

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. <u>Capitalized Terms</u>. Capitalized terms used in this Amendment but not defined herein shall have the meanings assigned to them in the Credit Agreement.

Section 2. <u>Amendments to Credit Agreement</u>. In reliance upon the representations, warranties and covenants herein, the Credit Agreement shall be amended effective as of the Amendment Effective Date in the manner provided in this <u>Section 2</u>:

2.1 <u>Additional Definition</u>. Section 1.1 of the Credit Agreement is hereby amended by adding thereto, in the appropriate alphabetical order, the following new definition:

"Extension Commencement Date" means November 25, 2020.

2.2 <u>Amended Definition</u>. The definition of "<u>Revolver Termination Date</u>" is hereby amended and restated in its entirety to read as follows:

"<u>Revolver Termination Date</u>" shall mean December 31, 2020.

2.3 <u>Amendment to Section 2.07(c)</u>. Section 2.07(c) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

(c) In the event and on such occasion that (i) the aggregate outstanding Loans and LC Obligations exceed the Line Cap, the Borrower shall on the next Business Day prepay first, the Pre-Petition Obligations then outstanding (other than the Retained Pre-Petition Obligations except to the extent provided in Section 2.07(h)) in the order and manner provided in the Pre-Petition Credit Agreement and second, the Loans and/or LC Obligations or Cash Collateralize the LC Obligations in an account with the Administrative Agent pursuant to Section 2.04(c), as applicable, in an aggregate amount equal to such excess and (ii) from and after the Extension Commencement Date, the aggregate principal amount of Loans outstanding exceeds \$5,000,000, the Borrower shall on the next Business Day prepay first, the Pre-Petition Obligations then outstanding (other than the Retained Pre-Petition Obligations except to the extent provided in Section 2.07(h)) in the order and manner provided in the Pre-Petition Obligations then outstanding (other than the Retained Pre-Petition Obligations except to the extent provided in Section 2.07(h)) in the order and manner provided in the Pre-Petition Credit Agreement and second, the Loans in an aggregate amount equal to such excess.

2.4 <u>Amendment to Section 4.02</u>. Section 4.02 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

Section 4.02 <u>Conditions Precedent to All Credit Extensions</u>. On the date of each Borrowing and on the date of each issuance, amendment, extension or renewal of a Letter of Credit:

(a) the Borrower shall have delivered to the Administrative Agent a customary Borrowing Request, or LC Request as the case may be certifying as to, among other things, that (i) the Loans will be utilized in accordance with the Approved Budget (as updated from time to time pursuant to any Budget Compliance Report), (ii) the principal amount of the requested Loans (together with the outstanding principal amount of all outstanding Loans) does not exceed the Approved Budget (as updated from time to time pursuant to any Budget Compliance Report), (iii) the Borrower shall apply the proceeds of the Loans only to expenses set forth in the Approved Budget, (iv) after giving effect to the requested Borrowing, the aggregate outstanding principal amount of Loans and LC Obligations shall not exceed the Line Cap, and (v) solely with respect to any Borrowing requested on or after the Extension Commencement Date, after giving effect to the requested Borrowing, the aggregate outstanding principal amount of all Loans shall not exceed \$5,000,000;

(b) Availability on the proposed date of such Borrowing shall be equal to or greater than the amount of such proposed Borrowing or issuance of Letters of Credit;

(c) at the time of and immediately after giving effect to such Borrowing or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable, and the application of the proceeds thereof, (i) no Default or Event of Default shall have occurred and be continuing (except for (x) any defaults or events of default arising solely as a result of the commencement of the Chapter 11 Cases and (y) to the extent the PrePetition Obligations have not been converted to the Obligations in accordance with this Agreement, any defaults or events of default under the Pre-Petition Credit Agreement) and (ii) no Protective Advance shall be outstanding;

(d) the representations and warranties of each Loan Party set forth in <u>Article III</u> of this Agreement or in any other Loan Document shall be true and correct in all material respects (without duplication of any materiality qualifier contained therein) on the date of, and upon giving effect to, such funding or issuance (except for representations and warranties that expressly relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects as such earlier date);

(e) with respect to the issuance of any Letter of Credit, the LC Conditions shall be satisfied;

(f) (i) the Final Order and the Cash Management Order, in each case, shall have been entered in form and substance acceptable to the Administrative Agent following the expiration of the Interim Order; (ii) the Interim Order or the Final Order, as applicable, shall not have been vacated, stayed, reversed, modified, or amended without the Administrative Agent's consent and shall otherwise be in full force and effect; and (iii) no motion for reconsideration of the Interim Order or the Final Order, as applicable, shall have been timely filed by a Loan Party of any of their Subsidiaries;

(g) the Borrower shall have paid the balance of all fees and expenses then due and payable under this Agreement; and

(h) solely with respect to any Borrowing requested on or after the Extension Commencement Date, after giving effect to the requested Borrowing, the aggregate outstanding principal amount of all Loans shall not exceed \$5,000,000.

Each request by the Borrower for funding of a Loan, or issuance of a Letter of Credit (other than the Existing Letters of Credit) shall constitute a representation by the Borrower that the conditions in <u>clauses (b)</u> through (<u>h</u>) above are satisfied on the date of such request and on the date of such funding or issuance.

2.5 <u>Amendment to Schedule 3.07</u>. Schedule 3.07 to the Credit Agreement is hereby amended and restated in its entirety to read as set forth on <u>Schedule 3.07</u> to this Amendment.

Section 3. <u>**Representations and Warranties**</u>. Each Loan Party makes the following representations and warranties:

(a) at the time of and immediately after giving effect to the Amendment Effective Date, no Default or Event of Default has occurred and is continuing;

(b) the representations and warranties of each Loan Party set forth in <u>Article III</u> of the Credit Agreement and in any Loan Document are true and correct in all material respects (without duplication of any materiality qualifier contained therein) as of the Amendment Effective Date, with the same effect as though made on and as of such date (except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties were true and correct in all material respects (without duplication of any materiality qualifier contained therein) as of such earlier date); and (c) since the Petition Date, no event, development, circumstance or change has occurred that has or would reasonably be expected to have a Material Adverse Effect.

Section 4. <u>Conditions to Effectiveness of this Amendment</u>. This Amendment shall become effective on the date (such date, the "<u>Amendment Effective Date</u>") that the following conditions have been satisfied:

4.1 The Administrative Agent (or its counsel) shall have received from each party hereto either (i) a counterpart of this Amendment signed on behalf of such party or (ii) written evidence satisfactory to the Administrative Agent (which may include fax or other electronic transmission of a signed signature page of this Amendment) that such party has signed a counterpart of this Amendment.

4.2 The Borrower shall have paid to the Administrative Agent for the ratable benefit of the Lenders a non-refundable extension fee in the amount of \$100,000.

4.3 The Court shall have entered an order, in form and substance acceptable to the Administrative Agent, approving entry by the Loan Parties into this Amendment.

4.4 The Administrative Agent shall have received satisfactory evidence that the Loan Parties have obtained the written consent of the landlords of not fewer than 270 of the Loan Parties' stores to the extension of the deadline under Bankruptcy Code \$365(d)(4) for the Loan Parties to assume or reject the unexpired store leases to which each such landlord is a party.

4.5 The Court shall have entered an order, in form and substance acceptable to the Administrative Agent, granting the Loan Parties' motion to extend the Loan Parties' deadline under Bankruptcy Code §365(d)(4) to assume or reject their unexpired store leases until January 31, 2021.

Section 5. <u>Counterparts</u>. This Amendment may be executed in two (2) or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one (1) contract, and shall become effective as provided in Section 4 of this Amendment. Delivery of an executed counterpart to this Amendment by facsimile transmission or other electronic transmission (including by ".pdf" or ".tif") shall be as effective as delivery of a manually signed original.

Section 6. <u>Headings</u>. The headings of the several Sections and subsections of this Amendment are inserted for convenience only and are not to affect the construction of, or to be taken into consideration in interpreting, this Amendment.

Section 7. **Effect of this Amendment**. Except as expressly set forth herein, (i) this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders, the Administrative Agent or the Issuing Banks, in each case under the Credit Agreement, the Final Order, or any other Loan Document, (ii) shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement, the Final Order, or any other Loan Document and (iii) each and every term, condition, obligation, covenant and agreement contained in the Credit Agreement, the Final Order, or any other Loan Document and (iii) each and every term, condition, obligation, covenant and agreement contained in the Credit Agreement, the Final Order, or any other Loan Document and every term, condition, obligations of such Loan Parties hereby consents to this Amendment and confirms and reaffirms (i) that all obligations of such Loan Party under the Loan Documents to which such Loan Party is a party shall continue to apply to the Credit Agreement as amended hereby, (ii) its Guarantees of the Obligations, (iii) its pledges and grants of security interests and Liens on the Collateral to secure the Obligations pursuant to the Security Documents and (iv) such Guarantees, pledges and grants of security interests, as applicable, shall continue to be in full force and effect and shall continue to inure to the benefit of the

Lenders and the other Secured Parties. This Amendment shall constitute a Loan Document for purposes of the Credit Agreement. On and after the effectiveness of this Amendment, each reference in any Loan Document to "the Credit Agreement" shall mean and be a reference to the Amended Credit Agreement and each reference in the Credit Agreement to "this Agreement," "hereunder," "hereof" or words of like import shall mean and be a reference to the Amended Credit Agreement and agree that the amendment of the Credit Agreement pursuant to this Amendment and all other Loan Documents amended and/or executed and delivered in connection herewith shall not constitute a novation of the Credit Agreement or of any other Loan Documents as in effect prior to the Amendment Effective Date.

Section 8. **Reimbursement of Expenses**. Subject to the provisions of the Final Order, the Borrower agrees to pay or reimburse all reasonable and documented (in summary form) expenses, including, without limitation, reasonable and documented (in summary form) attorney's fees and expenses, incurred by the Administrative Agent in connection with the negotiation and preparation of this Amendment.

NO CLAIMS; RELEASE; COVENANT NOT TO SUE. EACH LOAN Section 9. PARTY (IN ITS OWN RIGHT AND ON BEHALF OF ITS PREDECESSORS, LEGAL **REPRESENTATIVES, SUCCESSORS** AND ASSIGNS) HEREBY EXPRESSLY AND UNCONDITIONALLY ACKNOWLEDGES AND AGREES THAT, AS OF THE DATE HEREOF, IT HAS NO SETOFFS, COUNTERCLAIMS, ADJUSTMENTS, RECOUPMENTS, DEFENSES, CLAIMS, CAUSES OF ACTION, ACTIONS OR DAMAGES OF ANY CHARACTER OR NATURE, WHETHER CONTINGENT, NONCONTINGENT, LIQUIDATED, UNLIQUIDATED, FIXED, MATURED, UNMATURED, DISPUTED, UNDISPUTED, LEGAL, EQUITABLE, SECURED OR UNSECURED, KNOWN OR UNKNOWN, ACTUAL OR PUNITIVE, FORESEEN OR UNFORESEEN, DIRECT, OR INDIRECT, AGAINST THE ADMINISTRATIVE AGENT, ANY LENDER, ANY ISSUING BANK, ANY OF THEIR RESPECTIVE AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, ATTORNEYS, CONSULTANTS TO ATTORNEYS (INCLUDING, WITHOUT LIMITATION, AGENT COUNSEL AND AGENT ADVISOR) OR REPRESENTATIVES OR ANY OF THEIR RESPECTIVE PREDECESSORS, SUCCESSORS OR ASSIGNS (COLLECTIVELY, THE "LENDER-RELATED PARTIES") OR ANY GROUNDS OR CAUSE FOR REDUCTION, MODIFICATION, SET ASIDE OR SUBORDINATION OF THE SECURED OBLIGATIONS OR ANY LIENS OR SECURITY INTERESTS GRANTED OR CREATED UNDER OR IN CONNECTION WITH ANY LOAN DOCUMENT IN FAVOR OF THE ADMINISTRATIVE IN PARTIAL CONSIDERATION FOR THE AGREEMENT AGENT. OF THE ADMINISTRATIVE AGENT, THE LENDERS AND THE ISSUING BANKS TO ENTER INTO AGREEMENT, PARTY HEREBY **KNOWINGLY** THIS EACH LOAN AND UNCONDITIONALLY WAIVES AND FULLY AND FINALLY RELEASES AND FOREVER DISCHARGES THE LENDER-RELATED PARTIES FROM, AND COVENANTS NOT TO SUE THE LENDER-RELATED PARTIES FOR, ANY AND ALL SETOFFS, COUNTERCLAIMS, ADJUSTMENTS, RECOUPMENTS, CLAIMS, DEMANDS, CAUSES OF ACTION, ACTIONS, GROUNDS, CAUSES, DAMAGES, REMEDIES, COSTS AND EXPENSES OF EVERY NATURE AND CHARACTER, WHETHER CONTINGENT, NONCONTINGENT, LIQUIDATED, UNLIQUIDATED, FIXED, MATURED, UNMATURED, DISPUTED, UNDISPUTED, LEGAL, EOUITABLE. SECURED OR UNSECURED. KNOWN OR UNKNOWN. ACTUAL OR PUNITIVE, FORESEEN OR UNFORESEEN, DIRECT OR INDIRECT, ARISING OUT OF OR FROM OR RELATED TO ANY LAW, STATUTE, RULE, REGULATION, OR ANY OF THE LOAN DOCUMENTS, WHETHER AT LAW, IN EQUITY, OR OTHERWISE, WHICH ANY LOAN PARTY OWNS AND HOLDS AS OF THE DATE HEREOF, OR HAS AT ANY TIME PRIOR TO THE DATE HEREOF OWNED OR HELD, SUCH WAIVER, RELEASE AND

DISCHARGE BEING MADE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE CIRCUMSTANCES AND EFFECTS OF SUCH WAIVER, RELEASE AND DISCHARGE AND AFTER HAVING CONSULTED LEGAL COUNSEL OF ITS OWN CHOOSING WITH RESPECT THERETO. THIS SECTION IS IN ADDITION TO ANY OTHER RELEASE OF ANY OF THE LENDER-RELATED PARTIES BY ANY LOAN PARTY AND SHALL NOT IN ANY WAY LIMIT ANY OTHER RELEASE, COVENANT NOT TO SUE, OR WAIVER BY ANY LOAN PARTY IN FAVOR OF ANY OF THE LENDER-RELATED PARTIES, IT BEING THE INTENT OF THE LOAN PARTIES THAT THIS RELEASE AND COVENANT NOT TO SUE BE AS BROAD AND INCLUSIVE AS PERMITTED BY APPLICABLE LAW.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

By:

BORROWER:

TUESDAY MORNING, INC.

GUARANTORS:

TUESDAY MORNING CORPORATION



Name:Steven R. BeckerTitle:Chief Executive Officer and President

TMI HOLDINGS, INC.

By:

Name: Steven R. Becker Title: Chief Executive Officer and President

FRIDAY MORNING, LLC

By: Tuesday Morning, Inc., as Sole Member

By:

Name: Steven R. Becker Title: Chief Executive Officer and President

DAYS OF THE WEEK, INC.

By:

Name: Steven R. Becker Title: Chief Executive Officer

NIGHTS OF THE WEEK, INC.



Name: Steven R. Becker Title: Chief Executive Officer

TUESDAY MORNING PARTNERS, LTD.

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

By:

Name: Steven R. Becker Title: Chief Executive Officer

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent, an Issuing Bank, and a Lender

By: Oon <u>Ckhouse</u> Name: Jon Eckhouse

Title: Authorized Officer

WELLS FARGO BANK, N.A., as a Lender and as Syndication Agent By:

Name: JAT ALEXANDER Title: DIRECTOR BANK OF AMERICA, N.A.,

as a Lender

Andrew Cerussi By:

Name: Andrew Cerussi Title: Senior Vice President

Schedule 3.07

Properties

Owned Real Property:

Address 14601 Inwood Road, Addison, Texas 75001 14603 Inwood Road, Addison, Texas 75001 14639 Inwood Road, Addison, Texas 75001 4404 S Beltwood Pkwy, Farmers Branch, Texas 75244 14621 Inwood Road, Addison, Texas 75001 14303 Inwood Rd, Farmers Branch, TX 75244 6250 LBJ Freeway, Dallas, TX 75240

Leased Real Property:

Address 563 S. 63rd Ave, Phoenix, AZ 85043 See *Exhibit A*

Owner Friday Morning, LLC Friday Morning, LLC Friday Morning, LLC Tuesday Morning Partners, Ltd. Tuesday Morning Partners, Ltd. Tuesday Morning Partners, Ltd. Tuesday Morning, Inc.

Purpose

Phoenix Distribution Center Various Store Locations Document comparison by Workshare Compare on Monday, November 23, 2020 7:29:34 AM

Input:	
Document 1 ID	netdocuments://4827-3911-5986/1
Description	Tuesday Morning - Motion to Approve ABL DIP Extension Fee - Post-Filing Order
Document 2 ID	netdocuments://4827-3911-5986/2
Description	Tuesday Morning - Motion to Approve ABL DIP Extension Fee - Post-Filing Order
Rendering set	Standard

Legend:						
Insertion						
Deletion						
Moved from						
Moved to						
Style change						
Format change						
Moved deletion						
Inserted cell						
Deleted cell						
Moved cell						
Split/Merged cell						
Padding cell						

Statistics:					
	Count				
Insertions	10				
Deletions	7				
Moved from	0				
Moved to	0				
Style changes	0				
Format changes	0				
Total changes	17				

EXHIBIT C

Revised Proposed Assumption/Rejection Deadline Extension Order

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

In re:	§	Chapter 11
	§	
Tuesday Morning Corporation, et al., ¹	Š	Case No. 20-31476-HDH-11
	8	
Debtors.	§	Jointly Administered

ORDER GRANTING DEBTORS' EXPEDITED MOTION FOR ENTRY OF AN ORDER PURSUANT TO 11 U.S.C. § 365(d)(4)(B)(ii) EXTENDING THE DEBTORS' TIME TO ASSUME OR REJECT CERTAIN UNEXPIRED LEASES OF NON-RESIDENTIAL <u>REAL PROPERTY</u>

Upon the Debtors' Expedited Motion for Entry of an Order Pursuant to 11 U.S.C.

§ 365(d)(4)(B)(ii) Extending the Debtors' Time to Assume or Reject Unexpired Leases of Non-

Residential Real Property (the "Motion²"), of Tuesday Morning Corporation, et al. (collectively,

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) ("<u>TM Corp.</u>"); TMI Holdings, Inc. (6658) ("<u>TMI Holdings</u>"); Tuesday Morning, Inc. (2994) ("<u>TMI</u>"); Friday Morning, LLC (3440) ("<u>FM LLC</u>"); Days of the Week, Inc. (4231) ("<u>DOTW</u>"); Nights of the Week, Inc. (7141) ("<u>NOTW</u>"); and Tuesday Morning Partners, Ltd. (4232) ("<u>TMP</u>"). The location of the Debtors' service address is 6250 LBJ Freeway, Dallas, TX 75240.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

the "<u>Debtors</u>"); and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc*, Misc. Rule No. 33 (N.D. Tex. Aug. 3, 1984); and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); 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 having been provided, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion; and the Court having held a hearing on the Motion; and all objections, if any, to the Motion have been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.

2. Pursuant to Bankruptcy Code § 365(d)(4)(B)(ii), the Assumption/Rejection Deadline for the Debtors to assume or reject the Store Leases listed in <u>Exhibit 2</u> to this Order are hereby extended as set forth in the applicable Consenting Landlords' written Extension Agreement.

3. The Debtors are authorized, but not directed, to enter into additional Extension Agreements with their remaining Landlords without the need to file a Motion or seek additional Court approval. Upon entry into additional Extension Agreements, the Debtors shall file and cause to be served a notice of revised <u>Exhibit 2</u> to this Order reflecting such Consenting Landlord extensions and the related Store Leases.

END OF ORDER

Submitted by:

HAYNES AND BOONE, LLP

Ian T. Peck State Bar No. 24013306 Jarom J. Yates State Bar No. 24071134 Jordan E. Chavez State Bar No. 24109883 2323 Victory Avenue, Suite 700 Dallas, TX 75219 Telephone: 214.651.5000 Facsimile: 214.651.5940 Email: ian.peck@haynesboone.com Email: jarom.yates@haynesboone.com

ATTORNEYS FOR DEBTORS

EXHIBIT 1

Form of Extension Agreement

Tuesday Morning

September 24, 2020

Re: Lease with Tuesday Morning Inc.

Dear Sir/Madam:

As you are aware, on May 27, 2020, Tuesday Morning Corporation and its affiliated debtors (the "<u>Debtors</u>"), including Tuesday Morning Inc. ("<u>Tenant</u>"), commenced cases under chapter 11 of title 11 of the United States Code (the "<u>Bankruptcy Code</u>"). The chapter 11 cases are currently proceeding before Judge Harlin D. Hale in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "<u>Bankruptcy Court</u>").

The current deadline for Tenant to assume non-residential real property leases is December 23, 2020 (the "Lease Assumption Deadline"). Pursuant to Bankruptcy Code § 365(d)(4), the current lease assumption deadline cannot be extended without the prior written consent of the applicable landlord.

Tenant is party to a lease agreement (the "Lease") with the undersigned landlord ("Landlord") pursuant to which Tenant is currently leasing the premises located at the store address identified on the signature page below. On September 23, 2020, the Debtors filed a proposed plan of reorganization, disclosure statement, and motion to approve bidding procedures in the Bankruptcy Court. Although Tenant believes that the Debtors will be able to consummate a sale or plan of reorganization, as applicable, prior to the current Lease Assumption Deadline, out of an abundance of caution Tenant is requesting that Landlord consent to a further extension of the Lease Assumption Deadline through January 31, 2021.

Please confirm that the Landlord agrees to extend the Lease Assumption Deadline through and including January 31, 2021 by signing this letter and returning a signed copy of the letter by email to your contact with Tenant.

The undersigned parties hereby acknowledge their authority to sign this letter agreement, and acknowledge that this agreement constitutes "prior written consent of the lessor," as required by Bankruptcy Code § 365(d)(4), and that no further consent of the Landlord shall be required for the sole purpose of extending the time within which the Debtors must assume or reject the Lease through and including January 31, 2021. This letter agreement is entered into by both parties with a full reservation of rights and does not constitute an agreement by the Debtors to assume the Lease nor does it constitute an agreement by the Landlord to consent to the assumption or assumption and assignment of the Lease. For the avoidance of doubt, the sole purpose of this letter agreement is to grant an extension of the Lease Assumption Deadline and the letter does not effect an amendment of the Lease nor does it waive any rights of either party under the Lease and each of the parties' respective rights under the Lease are fully preserved.

AGREED TO AND ACCEPTED:

TENANT:

Tuesday Morning, Inc.

By:	 	
Name:		
Title:		

LANDLORD: _____

By:_____ Name: Title: Email:

STORE ADDRESS:

Tuesday Morning Store No. (if known): _____

EXHIBIT 2

Schedule of Consenting Landlords and Relevant Store Leases

			BK Time Extension Letter S	Status		<u> </u>
# Sto	re Neg.	Store Address	Extension Letter Received in Google Drive DATE	Extension Letter Added to Scanned Lease Drive DATE	Extension Letter Added to Co-Star FILE Section DATE	
4 ATLA	SC	North Lake Business Park 1901 Montreal Road Suite 129 Tucker, GA 30084	9/25/2020	9/25/2020	9/25/2020	x
6 OKLA	DG	The Charter at May 9446 North May Ave. Oklahoma City, OK 73120	9/25/2020	9/25/2020	9/25/2020	x
7 TULS	DG	Summit Square S/C 6110 East 71St Street Tulsa, OK 74136	10/2/2020	10/2/2020	10/2/2020	~
9 FORT	DR	Village at Camp Bowie 3501 Bernie Anderson Ave. Fort Worth, TX 76116-5458	10/1/2020	10/1/2020	10/1/2020	, v
		Woodland West Shopping Center 2737 W. Park Row Drive				x
11 FORT	DR	Arlington, TX 76013 Bowles Crossing 8055 W. Bowles Ave., Ste 800	9/29/2020	9/29/2020	9/29/2020	x
13 DENV	Bill	Littleton, CO 80123 Nall Hills Shopping Center	10/9/2020	10/9/2020	10/9/2020	x
16 KANS	Bill	9606 Nall Ave. Overland Park, KS 66207 Mission Mart Shopping Center	10/5/2020	10/5/2020	10/5/2020	x
17 KANS	LB	5320 Martway Mission, KS 66205 Viscount Village	10/14/2020	10/14/2020	10/14/2020	x
24 ELPA	SC	9521 Viscount Blvd. El Paso, TX 79925-7012 Indian Lake West Shopping Center	9/29/2020	9/29/2020	9/29/2020	x
29 NASH	TE	259 Indian Lake Blvd. Hendersonville, TN 37075	10/12/2020	10/12/2020	10/12/2020	x
		Hillside Village 6465 Mockingbird Lane Suite 354	10/02/2002 /	40/22/2022 (40/22/2020 (
33 DALL	A. Gold	Dallas, TX 75214 Harwood Village North 609 Harwood Rd.	10/22/2020 (note: also renewed)	10/22/2020 (note: also renewed)	10/22/2020 (note: also renewed)	x
35 FORT	Allie	Bedford, TX 76021 Market at McKnight	10/9/2020	10/9/2020	10/9/2020	x
40 STLO	Bill	9626 Manchester Rd. St. Louis, MO 63119 Leon Creek Shopping Center	10/6/2020	10/6/2020	10/6/2020	x
46 SANA	TE	6808 Huebner San Antonio, TX 78238	9/25/2020	9/25/2020	9/25/2020	x
48 ALBU	Bill	700 Juan Tabo Albuquerque, NM 87123 2110 W. Slaughter Lane	10/8/2020	10/8/2020	10/8/2020	x
67 AUST	LB	Suite 168 Austin, TX 78748 Hulen Fashion Center	10/16/2020	10/16/2020	10/16/2020	x
74 FORT	LB	5240 South Hulen Street Fort Worth, TX 76132 Sunshine Plaza	10/13/2020	10/13/2020	10/13/2020	x
81 NEWO	DR	2985 Highway 190 Mandeville, LA 70471	10/19/2020	10/19/2020	10/19/2020	x
83 BATO	SC	Hammond Aire Plaza 9626 Airline Hwy, Ste C1 Baton Rouge, LA 70815-5556 Tyler Town Center	9/30/2020	9/30/2020	9/30/2020	x
92 TYLE	Allie	322 Ese Loop 323 Tyler, TX 75701 County Line Plaza	10/30/2020	10/30/2020	10/30/2020	x
94 JKSN	DG	1053 E. County Line Rd. Jackson, MS 39211-1851	10/2/2020	10/2/2020	10/2/2020	x
96 BALT	Allie	St. John's Plaza 9150 Baltimore National Pike, Ste 1B Ellicott City, MD 21042	10/23/2020	10/23/2020	10/23/2020	x
105 LEXI	LB	Crossroads Shopping Center 125 E. Reynolds Rd., Ste 145 Lexington, KY 40517	10/12/2020	10/12/2020	10/12/2020	x
106 SHRE	A. Gold	4800 Line Avenue, Ste D Shreveport, LA 71106 Bay Ridge Plaza	9/30/2020	9/30/2020	9/30/2020	x
107 ANNA	LB	121 Hillsmere Plaza Annapolis, MD 21403 Sooner West Plaza	10/8/2020	10/8/2020	10/8/2020	x
110 OKLA	DR	Sooner West Plaza 3721 West Main St. Norman, OK 73072	9/30/2020	9/30/2020	9/30/2020	x
120 WICH	Bill	Regency Lakes Shopping Center 2423 N. Greenwich Wichita, KS 67226	9/25/2020	9/25/2020	9/25/2020	,
		Spanish Crossroads Shopping Center 3415-P Bell Street Amarillo, TX 79109				Â
121 AMAR	TE	3241 Washington Road Units G & H	10/1/2020	10/1/2020	10/1/2020	×
124 AUGU	DG	Augusta, GA 30907 Avalon Crossing 6935 Lake Plaza Dr., Ste C-1	10/2/2020	10/2/2020	10/2/2020	x
126 INDI	DR	Indianapolis, IN 46220 Plaza East 217 N. Green River Road	9/29/2020	9/29/2020	9/29/2020	x
127 EVAN	SC	Evansville, IN 47715 Roswell Towne Center 608 Holcomb Bridge Rd., Ste 220	10/13/2020	10/13/2020	10/13/2020	х
132 ATLA	LB	Roswell, GA 30076-1712 Burnett Square Shopping Center 8178 Montgomery Road	10/8/2020	10/8/2020	10/8/2020	x
145 CINC	DG	Cincinnati, OH 45236 Park Square Shopping Center	9/28/2020	9/28/2020	9/28/2020	x
147 CHAR	Bill	2442 Park Rd. Charlotte, NC 28203	9/29/20⊉ £ ge 1 of 11	9/29/2020	9/29/2020	x

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# Store	Neg.	Store Address	Extension Letter Received in Google Drive DATE	Extension Letter Added to Scanned Lease Drive DATE	Extension Letter Added to Co-Star FILE Section DATE	۱	
		Olentangy Plaza 885 Bethel Rd.				1	
149 COLU	Bill	Columbus, OH 43214	10/16/2020	10/16/2020	10/16/2020	х	
		Avery Square 6545 Perimeter Drive					
150 COLU	Allie	Dublin, OH 43016 1840 E. Warner Road	10/9/2020	10/9/2020	10/9/2020	х	
		Suite M-2					
159 PHOE	Bill	Tempe, AZ 85284 Arcadia Fiesta	10/6/2020	10/6/2020	10/6/2020	х	
162 PHOE	Bill	3055 E. Indian School Rd. Phoenix, AZ 85016-6807	10/6/2020	10/6/2020	10/6/2020	x	
		Broadway Wilmot 6228 E. Broadway Blvd., Suite 150					
164 TUCS	Bill	Tucson, AZ 85711	9/29/2020	9/29/2020	9/29/2020	х	
168 LOSA	Bill	Sav-On Drug Center 17120 Magnolia Street Fountain Valley, CA 92708	10/21/2020	10/21/2020	10/21/2020	x	
		Town Fair Center 1915 S. Hurstbourne Pkwy					
171 LOUI	Bill	Louisville, KY 40220	10/12/2020	10/12/2020	10/12/2020	х	
		Eastwood Village 1620 Montclair Rd.					
184 BIRM	TE	Irondale, AL 35210	9/28/2020	9/28/2020	9/28/2020	х	
		Harbison Court 264 Harbison Blvd #14				T	
186 CLMB	TE	Columbia, SC 29212-2282	9/28/2020	9/28/2020	9/28/2020	х	
		Parkdale Place 4150 Dowlen Road					
197 BEAU	TE	Beaumont, TX 77706	10/6/2020	10/6/2020	10/6/2020	x	
		Picadilly Square 10010 Abercorn St.					
198 SAVA	Bill	Unit 1 Savannah, GA 31406	10/8/2020	10/8/2020	10/8/2020	v	
196 SAVA	DIII	Pacific Plaza Shopping Center	10/8/2020	10/8/2020	10/8/2020	Ê	
201 SAND	Bill	1772-D Garnet Avenue San Diego, CA 92109	10/12/2020	10/12/2020	10/12/2020	x	
201 3410	Dili	Lantana Square Shopping Center	10/12/2020	10/12/2020	10/12/2020	Ê	
204 WILM	LB	154-156 Lantana Drive Hockessin, DE 19707	10/8/2020	10/8/2020	10/8/2020	x	
201 111211	20		10,0,2020	10/0/2020	10,0,2020	-	
		El Camino Commons 211 South El Camino Real, Ste A					
212 SAND	SC	Encinitas, CA 92024	10/1/2020	10/1/2020	10/1/2020	x	
		10100 6th Avenue N Suite 104-107					
213 MNSP	Bill	Plymouth, MN 55441 Pride Shopping Center	10/12/2020	10/12/2020	10/12/2020	х	
		22950 Victory Blvd.					
220 LOSA	Bill	Woodland Hills, CA 91367	10/12/2020	10/12/2020	10/12/2020	х	
		Har Mar Mall					
221 MNSP	Bill	2100 N. Snelling Avenue #2 Roseville, MN 55113	10/5/2020	10/5/2020	10/5/2020	х	
		Northdale Promenade 15692 Dale Mabry Hwy					
236 TAMP	DR	Tampa, FL 33618 - 1606	9/29/2020	9/29/2020	9/29/2020	х	
		7 & 41 Crossings Center 2497 Highway 7					
247 MNSP	DG	Excelsior, MN 55331	9/25/2020 (note: also renewed)	9/25/2020 (note: also renewed)	9/25/2020 (note: also renewed)	х	
		Galleria Commons 490 N. Stephanie St., Suite 100					
252 LASV	SC	Henderson, NV 89014	9/28/2020	9/28/2020	9/28/2020	х	
		Harmony Marketplace 4426 South College Ave.					
253 FTCO	TE	Ft. Collins, CO 80525	10/5/2020 (note: also renewed)	10/5/2020 (note: also renewed)	10/5/2020 (note: also renewed)	x	
		Regency Plaza 7255 Greenback Ln					
261 SACR	SC	Citrus Heights, CA 95621 4242 Camino Del Rio	9/25/2020	9/25/2020	9/25/2020	x	
		Suite 7					
262 SAND	Bill	San Diego, CA 92108	10/5/2020	10/5/2020	10/5/2020	x	
		2550 Fair Oaks Blvd.					
265 SACR	Bill	Sacramento, CA 95825 Capital Plaza	10/7/2020	10/7/2020	10/7/2020	x	
		1806 Thomasville Rd.	10/0/2022	10/0/2022	10/8/2022		
266 TALL	LB	Tallahassee, FL 32303 Glade Parks	10/8/2020	10/8/2020	10/8/2020	- ×	
000 5005		2911 Rio Grande Blvd - Suite 400 Euless, TX 76039-4068	0/20/2020	0/20/2020	0/20/2020		
268 FORT	Allie	Arrowhead Plaza	9/30/2020	9/30/2020	9/30/2020	-×	
274 PHOE	Bill	20165 N. 67th Ave., #118 Glendale, AZ 85308	10/2/2020	10/2/2020	10/2/2020	v	
217 FILVE		Family Center of Orem	10/2/2020	10/2/2020	10/2/2020	Ê	
276 OREM	DR	168 East University Parkway Orem, UT 84058	10/12/2020	10/12/2020	10/12/2020	x	
		Lakewood Village				Ť	
279 LITT	A. Gold.	2747 Lakewood Village Dr. North Little Rock, AR 72116-8030	10/12/2020	10/12/2020	10/12/2020	х	
		Beaver Creek Crossings South 1593 Beaver Creek Commons				1	
284 RALE	LB	Apex, NC 27502	10/8/2020	10/8/2020	10/8/2020	х	
		Sam Moon Center 17937 I-45 South, Stes 117 & 125					
285 HOUS	A. Gold.	Shenandoah, TX 77385	10/22/2020	10/22/2020	10/22/2020	х	
		Pantops Shopping Center					
		540 Pantops Ctr. Charlottesville, VA 22911	10/5/0005	10/5/0005	10/5/2025		
			10/5/2020	10/5/2020	10/5/2020	X	
287 CHRL	SC	Pompano Plaza	10/3/2020	10/3/2020	10/5/2020		

				BK Time Extension Letter S		Extension Letter Added to Co-Star FILE Section
#	Store	Neg.	Store Address	in Google Drive DATE	DATE	DATE
			Olmos Park Village 3910 Mccollough Avenue # 2			
291	SANA	Bill	San Antonio, TX 78212	10/7/2020 (note: also renewed)	10/7/2020 (note: also renewed)	10/7/2020 (note: also renewed)
294	LOSA	Bill	901 Santa Monica Blvd. Santa Monica, CA 90401	10/28/2020	10/28/2020	10/28/2020
			Rampart Plaza 8520 Del Webb Blvd.			
298	LASV	LB	Las Vegas, NV 89134 West Towne Marketplace	11/13/2020	11/13/2020	11/13/2020
202	ELPA	A. Gold.	6450 N. Desert Blvd., Ste 5 El Paso, TX 79912	9/29/2020	9/29/2020	9/29/2020
			870 Mason Road Suites 112 & 120		9/28/2020	
304	HOUS	DG	Papacitas Village	9/28/2020	9/28/2020	9/28/2020
			305 Nw Loop 281 Suite 104-B			
314	LONG	DG	Longview, TX 75605 Marshall's Plaza	10/22/2020	10/22/2020	10/22/2020
317	STLO	Bill	6931 S. Lindbergh Blvd. St. Louis, MO 63125	10/20/2020	10/20/2020	10/20/2020
			Town And Country Commons			
324	клох	TE	148 N. Peters Road Knoxville, TN 37923	10/14/2020	10/14/2020	10/14/2020
	-		Fairway Commons Shopping Center 5771A Five Star Blvd.			
327	SACR	Bill	Roseville, CA 95678 Alps Village	10/21/2020	10/21/2020	10/21/2020
320	ATHE	A. Gold.	191 Alps Road, Suite 13B Athens, GA 30606	9/28/2020	9/28/2020	9/28/2020
523		,	Clocktower Square 2900 University Ave, Ste 230	5,25/2020	5,25,2620	5, 20, 2020
334	DESM	DG	West Des Moines, IA 50266	9/28/2020	9/28/2020	9/28/2020
			Mandarin Pointe Shopping Center 12200 San Jose Blvd., Suite 6			
335	JACK	TE	Jacksonville, FL 32223	9/29/2020	9/29/2020	9/29/2020
000	DETD	50	Troy Commons 905 East Big Beaver Rd. Troy, MI 48083	10/7/2020	10/7/2020	10/7/2020
330	DETR	DG	River Oaks Village	10/7/2020	10/7/2020	10/7/2020
343	ABIL	A. Gold.	3301 S 14th St., Ste 46B Abilene, TX 79605	10/13/2020	10/13/2020	10/13/2020
			1000 E. Route 66 Suite E			
345	LOSA	Bill	Glendora, CA 91740 Brentwood Center South	10/14/2020	10/14/2020	10/14/2020
348	SPMO	Bill	2916 S. Glenstone Ave Springfield, MO 65804	10/5/2020	10/5/2020	10/5/2020
			Hen House Marketplace			
349	KANS	SC	14950 W. 87th Street Pkwy Lenexa, KS 66215	9/30/2020	9/30/2020	9/30/2020
			Plaza 190 176 Gause Blvd. West			
351	NEWO	A. Gold.	Slidell, LA 70460 - 2625 3715 E. North Street	10/9/2020	10/9/2020	10/9/2020
355	GREN	SC	Suite H Greenville, SC 29615	10/12/2020	10/12/2020	10/12/2020
			Battleground Plaza 3726-A Battleground Avenue			
357	GRSB	DR	Greensboro, NC 27410 Butler Plaza Central	9/29/2020	9/29/2020	9/29/2020
359	GAIN	DG	3728 SW Archer Rd. Gainesville, FL 32608	9/25/2020	9/25/2020	9/25/2020
536	Smit	00	Forum Shopping Center 1400 Forum Blvd., Ste 1C	5/25/2020	5/25/2020	512512020
360	COLM	Bill	Columbia, MO 65203 Walmart Outparcel	9/25/2020	9/25/2020	9/25/2020
360	HATT	LB	6062 US Hwy 98, Suite 101 Hattiesburg, MS 39402	10/16/2020	10/16/2020	10/16/2020
302		LD	1923 Electric Road Suite 60	10/10/2020	10/ 10/ 2020	10/10/2020
363	ROAN	DR	Salem, VA 24153	10/1/2020	10/1/2020	10/1/2020
			The Concourse Shopping Center 8421 N. US Hwy 281, Suite 105 San Antonio, TX 78216-6097	10/0/0000	40/0/2020	10/2/2020
	SANA	A. Gold.		10/2/2020	10/2/2020	10/2/2020
365		SC	7810 Rogers Avenue Ft. Smith, AR 72903	9/30/2020	9/30/2020	9/30/2020
	FTSM	-				
367			Edgewater Village 2650 Beach Blvd., Ste 21 Bilovi MS 20521.4517	10/5/2020	10/E /2020	10/E /2020
367	FTSM GULF	DR	2650 Beach Blvd., Šte 21 Biloxi, MS 39531-4517	10/5/2020	10/5/2020	10/5/2020
367 368	GULF	DR	2650 Beach Blvd., Ste 21 Biloxi, MS 39531-4517 Rockwell-Northwest Shopping Center 6920 NW Expressway, Suite C			
367 368 374	GULF OKLA	DR SC	2650 Beach Blvd., Ste 21 Biloxi, MS 39531-4517 Rockwell-Northwest Shopping Center 6920 NW Expressway, Suite C Oklahoma City, OK 73132-3532 9240 Westport Road	10/13/2020	10/13/2020	10/13/2020
367 368 374	GULF	DR	2650 Beach Blvd., Ste 21 Biloxi, MS 39531-4517 Rockwell-Northwest Shopping Center 6920 NW Expressway, Suite C Oklahoma City, OK 73132-3532 9240 Westport Road Louisville, KY 40242 Selmart Building			
367 368 374 381	GULF OKLA	DR SC	2650 Beach Blvd., Ste 21 Biloxi, MS 39531-4517 Rockwell-Northwest Shopping Center 6920 NW Expressway, Suite C Oklahoma City, OK 73132-3532 9240 Westport Road Louisville, KY 40242	10/13/2020	10/13/2020	10/13/2020
367 368 374 381	GULF OKLA LOUI	DR SC Bill	2650 Beach Blvd., Ste 21 Biloxi, MS 39531-4517 Rockwell-Northwest Shopping Center 6920 NW Expressway, Suite C Oklahoma City, OK 73132-3532 9240 Westport Road Louisville, KY 40242 Selmart Building 3517 Ryan Street Lake Charles, LA 70605 MacArthur Village	10/13/2020 10/7/2020	10/13/2020 10/7/2020	10/13/2020 10/7/2020
367 368 374 381 385	GULF OKLA LOUI	DR SC Bill	2650 Beach Blvd., Ste 21 Biloxi, MS 39531-4517 Rockwell-Northwest Shopping Center 6920 NW Expressway, Sulie C Oklahoma City, OK 73132-3532 9240 Westport Road Louisville, KY 40242 Selmart Building 3517 Ryan Street Lake Charles, LA 70605 MacArthur Village 1460 MacArthur Blvd. Alexandria, LA 71301	10/13/2020 10/7/2020	10/13/2020 10/7/2020	10/13/2020 10/7/2020
367 368 374 381 385 386	GULF OKLA LOUI LAKE	DR SC Bill TE	2650 Beach Blvd., Ste 21 Biloxi, MS 39531-4517 Rockwell-Northwest Shopping Center 6920 NW Expressway, Suite C Oklahoma City, OK 73132-3532 9240 Westport Road Louisville, KY 40242 Selmart Building 3517 Ryan Street Lake Charles, LA 70605 MacArthur Village 1460 MacArthur Blvd.	10/13/2020 10/7/2020 10/12/2020	10/13/2020 10/7/2020 10/12/2020	10/13/2020 10/7/2020 10/12/2020

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			East Park Shopping Center 200 N. 66th St, Suite 6		10/10/2020	40 (46 (2020)	
392	LINC	Bill	Lincoln, NE 68505 Granada Hills Town Center 18040 Chatsworth St.	10/16/2020	10/16/2020	10/16/2020	х
393	LOSA	Bill	Granada Hills, CA 91344 Cedar Hills Crossing	10/9/2020	10/9/2020	10/9/2020	х
395	PORT	Bill	3485 SW Cedar Hills Blvd, Ste 160 Beaverton, OR 97005-1337 10516 Old Katy Road	9/29/2020	9/29/2020	9/29/2020	x
396	HOUS	DR	Suite W Houston, TX 77043	9/25/2020	9/25/2020	9/25/2020	x
402	LITT	SC	Riverdale Shopping Center 2516 Cantrell Road Little Rock, AR 72202	10/6/2020	10/6/2020	10/6/2020	x
406	SANF	DR	San Marin Plaza 191 San Marin Drive Novato, CA 94945	10/9/2020 (note: also renewed)	10/9/2020 (note: also renewed)	10/9/2020 (note: also renewed)	x
408	MYRT	DG	Pawleys Island Plaza 10225 Ocean Highway #400 Pawley's Island, SC 29585	10/15/2020	10/15/2020	10/15/2020	x
415	FRES	Bill	The Trading Post Shopping Center 850 Herndon Ave., Ste 102 Clovis, CA 93619	10/7/2020	10/7/2020	10/7/2020	x
			Britton Plaza Shopping Center 3902 Britton Plaza Tampa, FL 33611		10/19/2020		
	TAMP	A. Gold.	Rock Spring S/C 1447 Rock Spring Road	10/19/2020		10/19/2020	x
	BALT	A. Gold.	Bel Air, MD 21014 380 Thompson Creek Rd. Suites D-07 & D-10A	10/29/2020	10/29/2020	10/29/2020	x
430	ANNA	DR	States D-07 & D-10A Shady Oaks Shopping Center 2606 SW College Rd.	9/28/2020	9/28/2020	9/28/2020	×
432	OCAL	DG	Ocala, FL 34471	10/1/2020	10/1/2020	10/1/2020	x
434	HOUS	DR	Captain's Corner SC 172 S. Friendswood Dr Friendswood, TX 77546	9/25/2020	9/25/2020	9/25/2020	x
437	SANF	LB	890 Blossom Hill Road San Jose, CA 95123	10/14/2020 (note: also renewed)	10/14/2020 (note: also renewed)	10/14/2020 (note: also renewed)	x
438	CINC	LB	Expressway Plaza S/C 2178 Dixie Highway Ft. Mitchell, KY 41017-2902	10/14/2020	10/14/2020	10/14/2020	x
			Brodie Oaks S/C 4006 S. Lamar				
439	AUST	Allie	Suite 850 Austin, TX 78704 4314 W. Town & Country Road	10/20/2020	10/20/2020	10/20/2020	x
440	DAYT	Bill	Suites 32-41 Kettering, OH 45429 Lynchburg Burlington Coat Plaza	10/9/2020	10/9/2020	10/9/2020	x
441	LYNC	LB	2138 Wards Rd. Lynchburg, VA 24502 Redlands Town Center	10/8/2020	10/8/2020	10/8/2020	x
443	LOSA	Bill	9940 Alabama Street, Suite C Redlands, CA 92374	10/30/2020	10/30/2020	10/30/2020	x
446	МОВІ	DR	Eastern Shore Plaza 10200 Eastern Shore Blvd., Ste. 600 Spanish Fort, AL 36527	9/30/2020	9/30/2020	9/30/2020	x
448	BAKE	Bill	Rosedale Village Shopping Center 2721 Calloway Drive Bakersfield, CA 93312-2618	10/30/2020	10/30/2020	10/30/2020	x
			Riviera Plaza (Telephone Plaza) 4756 Telephone Road, Suite #3	10/20/2020	10/20/2020	40/00/2020	
	LOSA	Bill	Ventura, CA 93003 2890 S. Colorado Blvd. Suite 1-A	10/30/2020	10/30/2020	10/30/2020	x
458	DENV	Bill	Denver, CO 80222 1295 Veterans Blvd	10/19/2020	10/19/2020	10/19/2020	х
459	SANF	Bill	Redwood City, CA 94063 Pueblo Shopping Center	10/8/2020	10/8/2020	10/8/2020	x
462	PUEB	LB	220 W. 29th St. Pueblo, CO 81008 Converse Plaza	10/16/2020	10/16/2020	10/16/2020	x
467	SPAR	A. Gold.	1200 E. Main St. Spartanburg, SC 29307 McKinley Town & Country Shopping Centre	10/22/2020	10/22/2020	10/22/2020	x
469	SBEN	DR	2548 Miracle Lane Mishawaka, IN 46545	9/28/2020	9/28/2020	9/28/2020	x
472	KALA	LB	Southland Shopping Center 6140 South Westnedge Ave. Portage, MI 49002	10/9/2020	10/9/2020	10/9/2020	x
474	DENV	DR	Parker Marketplace II 18721 East Ponderosa Dr., Units A&B Parker, CO 80134-8824	10/5/2020	10/5/2020	10/5/2020	x
			Franklin Square 1303 U.S. Highway 127 South, Suite 103				1
479	FRAN	LB	Frankfort, KY 40601 3801 NW Cache Road	10/14/2020	10/14/2020	10/14/2020	x
481	LAWT	A. Gold.	Suite 36 Lawton, OK 73505 Ridge Road Shopping Center	9/29/2020	9/29/2020	9/29/2020	x
487	DALL	DG	1117-A Ridge Road Rockwall, TX 75087	10/23/2020	10/23/2020	10/23/2020	x
	LOSA	Bill	Santiago Hills Marketplace 8520 E. Chapman Ave Orange, CA 92869	10/16/2020	10/16/2020	10/16/2020	

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		Greenway Plaza Shopping Center 11627 S. Western Avenue					
492 OKLA	A. Gold.	Oklahoma City, OK 73170 Sun Shadow Square Center	9/28/2020	9/28/2020	9/28/2020	х	
		10050 W. Bell Road Suites 19-20					
503 PHOE	DR	Sunes 19-20 Sun City, AZ 85351	9/25/2020	9/25/2020	9/25/2020	x	
		Ranch Acres S/C 3111 S. Harvard					
507 TULS	DG	Tulsa, OK 74135	9/25/2020	9/25/2020	9/25/2020	х	
		2300 Lohmans Spur Suite 134					
513 AUST	A. Gold.	Lakeway, TX 78734	9/28/2020	9/28/2020	9/28/2020	х	
		5920 Roswell Road, NE Box 45 - Suite C-204					
520 ATLA	LB	Atlanta, GA 30328 2650 North Avenue	10/22/2020	10/22/2020	10/22/2020	х	
		Suites 111 - 115					
521 GRAN	LB	Grand Junction, CO 81501 1601 Preston Road	10/8/2020	10/8/2020	10/8/2020	х	
		Suite F	10/5/0000	10/5/2000	10/5/2022		
522 DALL	TE	Plano, TX 75093	10/5/2020	10/5/2020	10/5/2020	x	
		Gresham Square 56 NW Burnside					
523 PORT	TE	Gresham, OR 97030	9/28/2020	9/28/2020	9/28/2020	х	
		2421 Shallowford Road, NE Suite 120					
524 ATLA	LB	Marietta, GA 30066	10/8/2020	10/8/2020	10/8/2020	x	
525 MACO	DG	4025 Watson Blvd. Suite 180 & 200	10/2/2020	10/2/2020	10/2/2020	x	
		233 Commerce Drive Suites 233, 235, 241, 208, 215, 224, 244, 257 & 265	-, ,	-, ,		1	
530 ATLA	SC	Peachtree City, GA 30269	10/6/2020	10/6/2020	10/6/2020	x	
		Summerville Plaza 622 Bacons Bridge Road					
531 CHAS	LB	Summerville, SC 29485	10/16/2020	10/16/2020	10/16/2020	х	
		Post Oak Square Shopping Center 1210 Harvey Rd.					
536 BRYA	DG	College Station, TX 77840 Ken's Plaza	10/13/2020	10/13/2020	10/13/2020	х	
		3122-A East Oakland	- / /		- / /		
537 JOHN	SC	Johnson City, TN 37601	9/30/2020	9/30/2020	9/30/2020	х	
500 0005		4050 Riverdale Rd. Riverdale, UT 84405	10/5/2020	10/5/2020	10/5/2020		
538 OGDE	TE	902 W. Kimberly Road	10/5/2020	10/5/2020	10/5/2020	×	
539 DAVE	SC	Suite 10 Davenport, IA 52806	9/25/2020	9/25/2020	9/25/2020	,	
JUST DAVE	00	Celebration Center	5/25/2020	572572626	572572626	Â	
540 NEWO	TE	1801 Airline Drive, Suites D&E Metairie, LA 70001	10/13/2020	10/13/2020	10/13/2020	x	
		Belden Village Commons 4844 Everhard Rd. Northwest					
541 CANT	LB	Canton, OH 44718	10/13/2020	10/13/2020	10/13/2020	х	
		Midtown Mart 3051 Dauphin Street					
542 MOBI	DR	Mobile, AL 36606	10/5/2020	10/5/2020	10/5/2020	х	
		245 E. Bell Road Suite 26					
544 PHOE	Bill	Phoenix, AZ 85022	10/12/2020	10/12/2020	10/12/2020	х	
		Riverchase Promenade 1705 Montgomery Hwy S					
546 BIRM	Allie	Hoover, AL 35244 Brickyard Shopping Center	10/9/2020	10/9/2020	10/9/2020	х	
		1130 Brickyard Rd.	10/5/0000	10/5/2000	10/5/2022		
547 SALT	TE	Salt Lake City, UT 84106	10/5/2020	10/5/2020	10/5/2020	х	
548 NORF	Allie	118 W. 21st Street Norfolk, VA 23517	10/9/2020	10/9/2020	10/9/2020	Ļ	
JHO NUKF	Aiile	Warwick Village S/C	10/3/2020	10/ 5/ 2020	10/3/2020	Ê	
		11006 Warwick Blvd. Suite 426-A				1	
549 NEWP	DR	Newport News, VA 23601	10/26/2020	10/26/2020	10/26/2020	x	
		The Parkway Collection 6050 N. Lockwood Ridge Road				1	
556 SARA	DG	Sarasota, FL 34243 2447 N. Wickham Road	10/14/2020	10/14/2020	10/14/2020	х	
		Suite 112	40/0/2022	10/0/2022	10/0/2020		
559 MELB	DR	Melbourne, FL 32935 Malco Plaza	10/9/2020	10/9/2020	10/9/2020	×	
563 MEMP	SC	2853 Bartlett Blvd. Bartlett, TN 38134	9/28/2020	9/28/2020	9/28/2020	Ļ	
JUJIVIEIVIP	30	Commons At Winthrop College	5/20/2020	5/20/2020	5/20/2020	Ê	
		725 Cherry Road Suite 199				1	
564 ROCK	AG	Rock Hill, SC 29732	10/16/2020	10/16/2020	10/16/2020	х	
		Marketview Center 45 E Marketview Dr.				1	
565 CHAM	SC	Champaign, IL 61820-7832 Westside Centre	10/6/2020	10/6/2020	10/6/2020	x	
		6275 University Dr NW, Unit 8				1	
567 HUNT	TE	Huntsville, AL 35806-1776 Town West Shopping Center	9/28/2020	9/28/2020	9/28/2020	x	
		2315 #9 Richmond Road	10/5/2020	10/5/2022	40/5/2022	L	
568 TEXA	SC	Texarkana, TX 75503 Stateline Station	10/5/2020	10/5/2020	10/5/2020	x	
FEOLKANO	Dill	1130 W. 136th St Kansas City, MO 64145	10/12/2020	10/12/2020	10/12/2020	,	
569 KANS	Bill	Division Place I	10/12/2020	10/12/2020	10/12/2020	ř.	
		2730 Division St.					

# 573 F	Store	Neg.	Store Address	Extension Letter Received in Google Drive DATE	Extension Letter Added to Scanned Lease Drive DATE	Extension Letter Added to Co-Star FILE Section DATE	
573 F							
573 F			Cashua Place Shopping Center 1900 West Palmetto Street				t
	FLOR	TE	Florence, SC 29501 Sagamore @ 26 Shopping Center	10/5/2020	10/5/2020	10/5/2020	x
574 V		SC	311 Sagamore Pkwy North Lafayette, IN 47904	10/13/2020	10/13/2020	10/13/2020	
574 V	WLAF	30	-	10/13/2020	10/13/2020	10/13/2020	Ê
			Vintage Plaza 3250 Dale Road Modesto, CA 95356	10/5/2020	10/5/2022	10/5/0000	
579 N	MODE	Bill	Southwest Plaza Shopping Center	10/5/2020	10/5/2020	10/5/2020	×
582 S	SANG	TE	3578 Knickerbocker Road San Angelo, TX 76904	9/29/2020	9/29/2020	9/29/2020	x
			Tradewinds South 1951- A Madison Street				
585 C	CLAR	DR	Clarksville, TN 37043 911-A Lithia-Pinecrest Road	10/7/2020	10/7/2020	10/7/2020	×
586 T	TAMP	DR	Brandon, FL 33511 Hancock Village	10/7/2020	10/7/2020	10/7/2020	x
588 R	RICH	TE	14613 Hancock Village St. Chesterfield, VA 23832-2758	9/29/2020	9/29/2020	9/29/2020	×
000			Plantation Commons	5,25,2626	5/25/2020	5/25/2020	Ê
			4489-E Commons Drive West Destin, FL 32541	40/42/2020	40/42/2020	10/12/2020	
592 C	DEST	A. Gold.	University Square	10/13/2020	10/13/2020	10/13/2020	×
			1401 West Glen Suite A				
593 P	PEOR	DG	Peoria, IL 61614 Camarillo Village Square	10/2/2020	10/2/2020	10/2/2020	x
507		D.1	2450 Las Posas Road, Ste H Camarillo, CA 93010	0/20/2020	0/28/2020	0/28/2020	
597 L	LOSA	Bill	Westpark Towne Plaza	9/28/2020	9/28/2020	9/28/2020	×
602 E	BOIS	DR	301 N. Milwaukee St. Boise, ID 83704	9/28/2020	9/28/2020	9/28/2020	x
			JoAnn's Plaza 4710 Coldwater Rd.				
604 F	FTWA	LB	Fort Wayne, IN 46825	10/14/2020	10/14/2020	10/14/2020	x
			Sonora Village 15449 N. Hayden Rd, Ste 101	0/25/2020	0/25/2020	0/25/2020	
606 P	PHOE	DR	Scottsdale, AZ 85260 The Maples Shopping Center	9/25/2020	9/25/2020	9/25/2020	×
610 N	NASH	A. Gold.	1010 Murfreesboro Rd., Ste 192 Franklin, TN 37064	10/27/2020	10/27/2020	10/27/2020	x
			South York Value Center 2142 South Queen Street, Ste A				-
611 Y	YORK	SC	York, PA 17403	9/29/2020	9/29/2020	9/29/2020	x
			West Volusia Regional SC				
612 C	DBCH	DG	2661 S. Woodland Blvd. Deland, FL 32720	9/28/2020	9/28/2020	9/28/2020	x
613 N	MEMP	TE	632 W. Poplar Ave. Collierville, TN 38017	10/5/2020	10/5/2020	10/5/2020	x
			2485 Notre Dame Blvd. Suite 410				
616 C	СНСО	TE	Chico, CA 95928	10/13/2020	10/13/2020	10/13/2020	x
			Lambert Plaza Shopping Center 155 Siemers Dr., Ste 1	- /		- / /	
617 C	CAPE	Bill	Cape Girardeau, MO 63701-4920 Hamburg Village Square	9/28/2020	9/28/2020	9/28/2020	×
618 B	BUFF	SC	140 Pine Street Hamburg, NY 14075	9/29/2020	9/29/2020	9/29/2020	x
			Vero Mall 1295 US Highway 1				
623 V	VERO	DR	Vero Beach, FL 32960 Montgomery Plaza	9/29/2020	9/29/2020	9/29/2020	x
625 H	HOUS	LB	1406-E Loop 336 West Conroe, TX 77304	10/15/2020	10/15/2020	10/15/2020	×
020 F			Woodlawn Park 6632 Jones Creek Rd	10/ 13/ 2020	10/ 13/ 2020	10/13/2020	<u>^</u>
632 B	BATO	A. Gold.	Baton Rouge, LA 70817	10/9/2020	10/9/2020	10/9/2020	x
		Τ	Rivergate Village 130 S. Nova Road				1
639 C	DBCH	SC	Ormond Beach, FL 32174 Quaker Village	9/25/2020	9/25/2020	9/25/2020	x
			Quaker Village, Room 1B 12 Ohio River Blvd.				
640 P	PITT	Bill	Leetsdale, PA 15056	10/7/2020	10/7/2020	10/7/2020	x
			Rose Hill Plaza 6140-A Rose Hill Dr.	40/00/0000	10/22/2222	10/00/0000	L
641 V	WASH	SC	Alexandria, VA 22310 Stanley Square Shopping Center	10/22/2020	10/22/2020	10/22/2020	х
642 K	KANS	Bill	8038 W. 151st St. Stanley, KS 66223	9/28/2020	9/28/2020	9/28/2020	x
Ē			Country Square Shopping Center 8558 S. 1300 E.				F
646 S	SALT	LB	Sandy, UT 84094	10/14/2020	10/14/2020	10/14/2020	х
			The Shoppes at Zion 250 Red Cliffs Dr.				1
055	STGE	DR	Suites 37, 38, & 39 St. George, UT 84790	10/26/2020	10/26/2020	10/26/2020	x
5 1000			Village at Twin Peaks 1240 S. Hover St., Ste 500				F
000 2				10/5/2020	10/5/2020	10/5/2020	х
656 E	BOUL	Bill	Longmont, CO 80501	10/0/2020			
656 B			Hilltop / Redding Plaza 1635 A-C & M Hilltop Dr.				
		Bill	Hilltop / Redding Plaza	10/15/2020	10/15/2020	10/15/2020	x

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			Evergreen Crossing Shopping Center 13808 E. Indiana Ave.				
673	SPOK	Bill	Spokane Valley, WA 99216	9/25/2020	9/25/2020	9/25/2020	x
674	DALL	DR	Westgate Shopping Center 117 S. Central Expressway McKinney, TX 75070	10/13/2020	10/13/2020	10/13/2020	x
678	BOWL	TE	Ashley Center 1751 Scottsville Rd. #3 Bowling Green, KY 42104	10/8/2020	10/8/2020	10/8/2020	x
679	DOTH	DR	Circle West 3114 Ross Clark Circle Dothan, AL 36303	10/26/2020	10/26/2020	10/26/2020	x
	OKLA	LB	Chisholm Shopping Center 1107 - B Garth Brooks Blvd. Yukon, OK 73099	10/16/2020	10/16/2020	10/16/2020	x
683	COEU	TE	Coeur D' Alene Center 227 W. Appleway Ave. Coeur D' Alene, ID 83814	10/7/2020	10/7/2020	10/7/2020	x
686	MYRT	SC	Shoppes at 70th 6908 N. Kings Hwy Myrtle Beach, SC 29572	9/30/2020	9/30/2020	9/30/2020	x
690	LANC	DR	Wheatland Center 1825 Columbia Ave. Lancaster, PA 17603	10/9/2020	10/9/2020	10/9/2020	x
691	SALE	DR	Hilfiker Square 4450 Commercial St. SE Salem, OR 97302	10/12/2020	10/12/2020	10/12/2020	x
604	JKTN	SC	Hamilton Hills 621 B. Old Hickory Blvd. Jackson, TN 38305	9/25/2020	9/25/2020	9/25/2020	v
	PHOE	Bill	Mesa Pavilions North 6952 E. Hampton Ave. Mesa, AZ 85206	10/7/2020	10/7/2020	10/7/2020	x
			Paradise Isle 1720 Gulf Shores Pkwy Gulf Shores, AL 36542				
	MOBI FORT	LB	654 SW Wilshire Blvd. Burleson, TX 76028	10/14/2020	10/14/2020	10/14/2020 10/8/2020	x
	HUNT	sc	Southland Plaza 2019 Sixth Ave SE Decatur, AL 35601	10/5/2020	10/5/2020	10/5/2020	x
718	GREN	DG	Town 'N Country Shopping Plaza 6101 Calhoun Memorial Easley, SC 29640 Bend Factory Stores	10/15/2020	10/15/2020	10/15/2020	x
719	BEND	TE	61334 S. Highway 97, Ste 280 Bend, OR 97702	10/5/2020	10/5/2020	10/5/2020	x
721	LOSA	Bill	Village La Verne 2139 Foothill Blvd. La Verne, CA 91750	10/8/2020	10/8/2020	10/8/2020	x
723	RALE	DR	South Hills Mall & Plaza 1297 Buck Jones Rd. Raleigh, NC 27606	9/29/2020	9/29/2020	9/29/2020	x
727	SANA	A. Gold.	New Braunfels Marketplace 651 N. Business IH 35 #1400 New Braunfels, TX 78130 Eastgate Shopping Center	9/29/2020	9/29/2020	9/29/2020	x
731	BOIS	TE	656 E. Boise Ave Boise, ID 83706	10/8/2020	10/8/2020	10/8/2020	x
732	TUPE	A. Gold.	3885 N. Gloster St. Tupelo, MS 38804-9732	10/14/2020	10/14/2020	10/14/2020	x
733	NASH	SC	Broad Street Centre 1250 NW Broad St. Murfreesboro, TN 37129	9/30/2020	9/30/2020	9/30/2020	x
735	CLEM	SC	Keowee Village Shopping Center 113 Bi-Lo Place Seneca, SC 29678	9/30/2020	9/30/2020	9/30/2020	x
	MEDF	Bill	Bear Creek Plaza 850 Biddle Rd. Medford, OR 97504	9/25/2020	9/25/2020	9/25/2020	x
	HAGE	DR	South End Shopping Center 1171 Maryland Ave. Hagerstown, MD 21740	10/8/2020	10/8/2020	10/8/2020	x
	GRNC	TE	Greenville Square 703 Greenville Bvd SE Greenville, NC 27858	10/27/2020	10/27/2020	10/27/2020	x
171			Crossgates Village 1578 W. Government St.	20,2.,2020	20,2.,2020	20/27/2020	
748	JKSN	DR	Hazel Dell Marketplace 628 NE 81st St.	10/19/2020	10/19/2020	10/19/2020	x
752	PORT	Bill	Suites D & C Vancouver, WA 98665 Southgate Shopping Center	9/29/2020	9/29/2020	9/29/2020	x
755	CARS	A. Gold.	3921 South Carson Street Carson City, NV 89701	10/13/2020	10/13/2020	10/13/2020	x
756	BENT	A. Gold.	Scottsdale Center 208 S. Promenade Blvd. Rogers, AR 72758-1623	10/1/2020	10/1/2020	10/1/2020	x
764	JACK	TE	Sadler Square Shopping Center 2146 Sadler Square Fernandina Beach, FL 32034	9/29/20 2 age 7 of 11	9/29/2020	9/29/2020	x
704	SHOR	16		2/22/20121	5/25/2020	5/25/2020	L^

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	0701	TE	Lanier Plaza 1919 Glynn Ave. #94 Brunswick, GA 31520	0/20/2020	0/20/2020	0/28/2020	
770	STSI	TE	Midland Park Shopping Center 85 Godwin Ave., Unit 31A	9/28/2020	9/28/2020	9/28/2020	×
781	BERG	DR	Midland Park, NJ 07432 Saddlebrook Shopping Center	10/7/2020	10/7/2020	10/7/2020	х
782	ATLA	DR	10945 State Bridge Rd. #302 Alpharetta, GA 30022	10/14/2020	10/14/2020	10/14/2020	x
			Las Tiendas Village 2815 South Alma School Rd, Ste 1	40/0/2020	10/0/2020	10/0/2020	
788	PHOE	Bill	Chandler, AZ 85286 Greenfield Place 4930 South 74th Street	10/9/2020	10/9/2020	10/9/2020	x
791	MILW	Allie	Greenfield, WI 53220 Mall of Georgia C17	10/14/2020	10/14/2020	10/14/2020	х
796	ATLA	A. Gold.	1999 Mall of Georgia Blvd., Ste A-200 Buford, GA 30519 Kingsport Shopping Center	9/28/2020	9/28/2020	9/28/2020	x
798	KING	DG	1409 East Stone Dr Kingsport, TN 37660	10/7/2020	10/7/2020	10/7/2020	x
801	MEMP	LB	South Lake Centre 195 Goodman Rd. W. Southaven, MS 38671-9033 Sherman Centre	10/8/2020	10/8/2020	10/8/2020	x
803	SHER	Allie	Sherman Centre 2711 North Sam Rayburn Freeway Sherman, TX 75090 Shops at Towne Lake Center S.C.	10/9/2020	10/9/2020	10/9/2020	x
816	ATLA	A. Gold.	1432 Towne Lake Pkwy Woodstock, GA 30189	9/28/2020	9/28/2020	9/28/2020	x
0.0			Dalton Outlet Shops 1001 Market Street, Ste 22				1
826	DALT	LB	Dalton, GA 30720 The Shoppes at Benton	10/15/2020	10/15/2020	10/15/2020	х
827	LITT	A. Gold.	20496 Interstate 30 North Benton, AR 72019	9/25/2020	9/25/2020	9/25/2020	x
834	HOUS	TE	Atascocita Market Square 8072 FM 1960 East Humble, TX 77346 The Shoppes at Branson Meadows	9/28/2020	9/28/2020	9/28/2020	x
837	BRAN	DR	4310 Gretna Rd. Branson, MO 65616	9/28/2020	9/28/2020	9/28/2020	x
943	AKRO	DG	Stow-Hudson Towne Center 1614 Norton Rd. Stow, OH 44224	11/19/2020	11/19/2020	11/19/2020	v
043	AKKU	00	Olivette S/C	11/19/2020	11/15/2020	11/13/2020	Ê
845	STLO	Bill	9656 Olive Blvd. Olivette, MO 63132	10/16/2020	10/16/2020	10/16/2020	x
857	SANF	Bill	Redwood Gateway 1355 N. McDowell Blvd. Petaluma, CA 94954 Gateway Village	10/19/2020	10/19/2020	10/19/2020	x
866	PHOE	TE	0273 W. McDowell Rd. Avondale, AZ 85392 Old Town Square Shopping Center	9/29/2020	9/29/2020	9/29/2020	x
869	OXFD	Bill	1913 University Ave. Oxford, MS 38655	10/21/2020	10/21/2020	10/21/2020	x
	MORE	LB	Morehead Plaza 2900 Arendell St. Ste 15 Morehead City, NC 28557	10/19/2020	10/19/2020	10/19/2020	,
			Village at the Boulders 1260 Gail Gardner Way, Suite 143				x
873	PRES	DG	Prescott, AZ 86305 Beach Shopping Center	10/1/2020	10/1/2020	10/1/2020	х
874	PANA	SC	7928 Front Beach Rd. Panama City Beach, FL 32407	9/25/2020	9/25/2020	9/25/2020	x
877	LOSA	Bill	Lakewood Marketplace 5432 Woodruff Ave. Lakewood, CA 90713	10/5/2020	10/5/2020	10/5/2020	x
880	PADU	Bill	Kentucky Oaks Plaza 3250 James Sanders Blvd. Paducah, KY 42001	10/6/2020	10/6/2020	10/6/2020	x
			Blue Ridge Mall 1800 Four Seasons Blvd - Unit H13				1
882	ASHE	SC	Hendersonville, NC 28792 Concorde Plaza	9/25/2020	9/25/2020	9/25/2020	х
889	JOPL	DG	2639 East 32nd Street, Ste L-P Joplin, MO 64804 Town and Country Shopping Center 1375 N. Sandhills Blvd.	9/25/2020	9/25/2020	9/25/2020	x
890	FAYT	DR	Aberdeen, NC 28315 Santa Fe Square	10/16/2020	10/16/2020	10/16/2020	x
893	ODES	SC	3950 E. 42nd Street Odessa, TX 79762	9/29/2020	9/29/2020	9/29/2020	x
895	NAPL	DR	Granada Shoppes 1000 Immokalee Rd. Naples, FL 34110	9/29/2020	9/29/2020	9/29/2020	x
897	DALL	DR	Waxahachie Marketplace 1700 N. Hwy 77, Suite 166 Waxahachie, TX 75165	10/1/2020	10/1/2020	10/1/2020	x
001	-		Katy Ranch Crossing 24427 Katy Freeway				1
	HOUS	DR	Katy, TX 77494 Woodhill Circle 1555 East New Circle Rd.	10/7/2020	10/7/2020	10/7/2020	x
921	LEXI	DR	Lexington, KY 40509 The Centre on Plum Creek	10/9/2020	10/9/2020	10/9/2020	х
928	DENV	Bill	774 S Perry St., Ste C Castle Rock, CO 80104	9/25/2020 Page 8 of 11	9/25/2020	9/25/2020	x

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930	BOON	DG	774 E. King St. Boone, NC 28607	10/2/2020	10/2/2020	10/2/2020	x
550	DOON	00	Lady Lake Crossing 486 N. Hwy 27/441	10/2/2020		10/2/2020	Î
932	ORLA	SC	Lady Lake, FL 32159 Spectrum Town Center 2570 S. Val Vista Drive	10/7/2020	10/7/2020	10/7/2020	х
933	PHOE	DR	Gilbert, AZ 85296 Lake View Plaza	10/16/2020	10/16/2020	10/16/2020	х
942	СНІС	Bill	15846 S. La Grange Rd., Space XCA Orland Park, IL 60462 Keller Crossing Shopping Center	10/27/2020	10/27/2020	10/27/2020	x
946	FORT	SC	1580 Keller Parkway (FM 1709) Keller, TX 76248 Northlake Plaza	10/13/2020	10/13/2020	10/13/2020	x
953	AUST	DG	2511 Hwy 281, Ste 200 Marble Falls, TX 78654	10/16/2020	10/16/2020	10/16/2020	x
964	INDI	Bill	Merchant's Square 2188 East 116th St., Ste D-102 Carmel, IN 46032 Village Shoppes of Madison	10/16/2020	10/16/2020	10/16/2020	x
981	HUNT	DR	12060 County Line Rd., Ste I Madison, AL 35758	9/30/2020	9/30/2020	9/30/2020	x
984	PARI	LB	Paris Towne Center 3552 Lamar Ave. Paris, TX 75460	10/8/2020	10/8/2020	10/8/2020	x
985	РТСН	SC	Promenades 3280 Tamiami Trail#530 Port Charlotte, FL 33952	10/16/2020	10/16/2020	10/16/2020	x
1002	LAKH	DR	Havasu North 1795 Kiowa Ave Lake Havasu City, AZ 86403	9/30/2020	9/30/2020	9/30/2020	x
1003	LITT	SC	Rockwood Plaza 204 South Rockwood Dr., Suite E Cabot, AR 72023	10/1/2020	10/1/2020	10/1/2020	x
1009	NASH	LB	Providence Commons Shopping Center 655 S. Mt. Juliet Rd. Mt. Juliet, TN 37122-6319	10/14/2020	10/14/2020	10/14/2020	x
1014	NEWC	DR	Field Club Commons Shopping Center 3332 Wilmington Rd., Unit 1B New Castle, PA 16105	10/14/2020	10/14/2020	10/14/2020	×
	PITT	Bill	Village of East Side 6401 Penn Avenue Pittsburgh, PA 15206	10/14/2020	10/14/2020	10/14/2020	Ŷ
	SPID	SC	Plaza 410 410 Padre Blvd, Ste 110 South Padre Island, TX 78597	9/30/2020	9/30/2020	9/30/2020	x
1027	STVL	SC	Village Crossing 402 MS Hwy 12 W Starkville, MS 39759	9/29/2020	9/29/2020	9/29/2020	x
	BURL	TE	Rosewood Village Shopping Center 3394 S. Church St. Burlington, NC 27215	10/7/2020	10/7/2020	10/7/2020	x
1030	LOSA	Bill	Woodcrest Plaza 17126 Van Buren Blvd. Riverside, CA 92504	9/29/2020	9/29/2020	9/29/2020	x
1034	HILT	SC	Sheridan Center 1 Sherington Drive, Ste A Bluffton, SC 29910	10/5/2020	10/5/2020	10/5/2020	x
	PENS	DG	Gulf Breeze Shopping Center 330 Gulf Breeze Pkwy Gulf Breeze, FL 32561	9/25/2020	9/25/2020	9/25/2020	x
	TAMP	SC	Sun City Center Plaza 1615 Sun City Center Plaza Sun City Center, FL 33573	10/7/2020	10/7/2020	10/7/2020	x
	CLMB	A. Gold.	4905 Forest Dr. Columbia, SC 29206	9/25/2020	9/25/2020	9/25/2020	ļ
	СНРК	A. Gold.	Great Bridge Shopping Center 237 South Battlefield Blvd., Unit 10 Chesapeake, VA 23322	9/28/2020	9/28/2020	9/28/2020	x
	MERI	SC	Bonita Lakes Crossing 1175 Bonita Lakes Circle Meridian, MS 39301	10/7/2020	10/7/2020	10/7/2020	x
	CLMB	DR	Lexington Towne Centre 932 North Lake Dr. Lexington, SC 29072	9/25/2020	9/25/2020	9/25/2020	x
	MYRT	TE	Surfwood Plaza 240 Hwy 17 North North Myrtle Beach, SC 29582	10/5/2020	10/5/2020	10/5/2020	×
			UC Marketplace 3338 Governor Dr. San Diego, CA 92122				Ĵ
	SAND	LB Bill	Del Monte Plaza 6013 S. Virginia St. Reno, NV 89502	10/19/2020	10/19/2020	10/19/2020	×
	OKLA	DG	Uptown Plaza Shopping Center 7517 SE 15th St. Midwest City, OK 73110	10/1/2020	10/1/2020	10/1/2020	Ň
			Gateway Market Center 7895 Martin Luther King Jr. Street North St. Petersburg, FL 33702-4111				^
	TAMP SILV	Bill	St. Petersburg, FL 33702-4111 Summit Place Shopping Center 209 - 237 Summit Place Shopping Center Silverthorne, CO 80498	11/2/2020 (N/A - Exercised Option) 10/2/2020	11/2/2020 (N/A - Exercised Option) 10/2/2020	11/2/2020 (N/A - Exercised Option) 10/2/2020	x
		Bill	Folsom Faire 685 East Bidwell St. Folsom, CA 95630	10/6/2020	10/6/2020	10/6/2020	

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			The Market at Murrell's Inlet S/C 736 & 740 Mink Ave				
1103	MYRT	LB	Murrells Inlet, SC 29576 Panorama Plaza	10/14/2020	10/14/2020	10/14/2020	х
1106	RCNY	Bill	1601 Penfield Rd. Penfield, NY 14625	10/8/2020	10/8/2020	10/8/2020	x
			Presidio Towne Crossing 2225 Porter Creek Dr.				
1119	FORT	A. Gold.	Fort Worth, TX 76177 Outer Banks Mall	10/2/2020	10/2/2020	10/2/2020	x
1123	NAGS	SC	5050 S. Croatan Hwy Nags Head, NC 27959	9/29/2020	9/29/2020	9/29/2020	x
			Oak Creek Factory Outlets 6657 Hwy 179. Bldg B, Suite 2	0/00/0000	0/00/0000	0/00/0000	
1129	SEDO	DR	Sedona, AZ 86351 Race Street Plaza	9/29/2020	9/29/2020	9/29/2020	x
1141	LITT	TE	2701 East Race Ave Searcy, AR 72143	9/25/2020	9/25/2020	9/25/2020	x
4440	T400		Benavides McCarthy Plaza 105 Camino de la Placita Taos, NM 87571	9/28/2020	9/28/2020	9/28/2020	
1146	TAOS	SC	Oro Valley Marketplace 11835 North Oracle Rd., Ste 133	9/28/2020	9/28/2020	9/28/2020	x
1148	TUCS	LB	Oro Valley, AZ 85737	10/15/2020	10/15/2020	10/15/2020	x
1154	TUSC	LB	1695 McFarland Blvd. Unit B Northport, AL 35476-3256	10/8/2020	10/8/2020	10/8/2020	x
			Deerfield Place 13069 Hwy 9N, Suite 2520		,-,	, -,	
1156	ATLA	DG	Milton, GA 30004 Suntree Square Shopping Center	10/19/2020	10/19/2020	10/19/2020	х
1159	MELB	A. Gold.	7777 N. Wickham Rd., Ste #1 Melbourne, FL 32940	10/8/2020	10/8/2020	10/8/2020	x
			2720 Santa Rosa Ave.				
1166	SANF	Bill	Santa Rosa, CA 95407 Belle Hall Shopping Center	10/2/2020	10/2/2020	10/2/2020	x
1174	CHAS	A. Gold.	680 Long Point Rd. Mount Pleasant, SC 29464-8216	9/28/2020	9/28/2020	9/28/2020	x
			Parkaire Landing 4880 Lower Roswell Road	4.0 /00 /0000	10/00/0000	10/22/2020	
1177	ATLA	LB	Marietta, GA 30068 Village Square II	10/22/2020	10/22/2020	10/22/2020	x
1178	PHOE	Bill	4643 Cactus Road Phoenix, AZ 85032	10/7/2020	10/7/2020	10/7/2020	x
			Highland Square 2008 S. Caraway Rd.	10/0/2020	40/0/2020	40/0/2020	
1180	JONE	DR	Jonesboro, AR 72401 Wichita Falls Shopping Center 4319 Kemp Blvd., Unit B	10/9/2020	10/9/2020	10/9/2020	x
1181	WICF	TE	4319 Kemp Biva., Unit B Wichita Falls, TX 76308 Cottonwood Corners	10/5/2020	10/5/2020	10/5/2020	x
1184	ALBU	Bill	10420 Coors Bypass NW., Suite 96 Albuquerque, NM 87114	9/25/2020	9/25/2020	9/25/2020	x
			Cypress Trace 13300 S. Cleveland Ave. Ste 47			-,,	
1186	FTMY	TE	Fort Myers, FL 33907-3883 Great Hills Station	10/8/2020	10/8/2020	10/8/2020	x
1189	AUST	A. Gold.	10225 Research Blvd., Ste 3500 Austin, TX 78759	9/28/2020	9/28/2020	9/28/2020	x
			Titus Landing				
1192	сосо	A. Gold.	2420 Washington Ave Titusville, FL 32781	9/25/2020	9/25/2020	9/25/2020	x
			Parker Central Plaza Shopping Center 3304 Central Expressway	- / /	- / /	- / /	
1193	DALL	SC	Plano, TX 75074-2307	9/30/2020	9/30/2020	9/30/2020	x
			Edmond Crossing 24 East 33rd Street	0/20/2020	9/28/2020	0/20/2020	
1195	OKLA	LB	Edmond, OK 73013 Park Place II Shopping Center 4700-4780 Natomas Blvd	9/28/2020	9/28/2020	9/28/2020	x
1200	SACR	Bill	Sacramento, CA 95835	10/22/2020	10/22/2020	10/22/2020	x
1211	PHOE	Bill	10096 West Happy Valley Rd. Peoria, AZ 85281	10/9/2020	10/9/2020	10/9/2020	x
1211	FILL	Diii	Southgate Shopping Center 2515 South Florida Ave	10/ 5/ 2020	10/5/2020	10/5/2020	Â
1212	LKLN	A. Gold.	Lakeland, FL 33803 Powers Pointe	10/22/2020	10/22/2020	10/22/2020	x
1213	COLO	Bill	5637 Barnes Rd. Colorado Springs, CO 80917	10/5/2020	10/5/2020	10/5/2020	x
			Shops at Chisholm Trail Ranch 5517 Sierra Springs Lane				
1218	FORT	N/A	Fort Worth, TX 76123 Rancho San Diego Towne Center	N/A - Post-Petition New	N/A - Post-Petition New	N/A - Post-Petition New	х
1220	SAND	Bill	2983 Jamacha Rd. El Cajon, CA 92019	10/9/2020	10/9/2020	10/9/2020	x
Ţ	0.11-		Rivergate Shopping Center 14151 Steele Creek Rd H200 Charlotto NC 28273	40/0/2020	40/0/0000	40/0/0000	
1222	CHAR	DR	Charlotte, NC 28273 Granbury Lakeside Center	10/8/2020	10/8/2020	10/8/2020	x
1225	FORT	SC	1406 E. US Hwy 377 Granbury, TX 76048	9/25/2020	9/25/2020	9/25/2020	x
400.	MILW	DR	The Shoppes at Fox River 1110 West Sunset Sr., Ste 140 Waukesha, WI 53189-8423	9/25/2020	9/25/2020	9/25/2020	,
1231	IVIIL VV	UK	Northcross Shopping Center 5217-A N Navarro St	9/23/2020	3/23/2020	3/23/2020	^
			JE IT A IN INAVAILU OL	1	i i i i i i i i i i i i i i i i i i i		1
1232	VICT	DG	Victoria, TX 77904 Plaza 41	10/2/2020	10/2/2020	10/2/2020	х

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				BK Time Extension Letter St	tatus		
#	Store	Neg.	Store Address	Extension Letter Received in Google Drive DATE	Extension Letter Added to Scanned Lease Drive DATE	Extension Letter Added to Co-Star FILE Section DATE	
							329

EXHIBIT D

Redline of Proposed Assumption/Rejection Deadline Extension Order

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

In re:	§	Chapter 11
— • • • • • • • • • • • • • • • • • • •	§	~
Tuesday Morning Corporation, et al., ¹	§	Case No. 20-31476-HDH-11
	§	
Debtors.	§	Jointly Administered

ORDER GRANTING DEBTORS' EXPEDITED MOTION FOR ENTRY OF AN ORDER PURSUANT TO 11 U.S.C. § 365(d)(4)(B)(ii) EXTENDING THE DEBTORS' TIME TO ASSUME OR REJECT CERTAIN UNEXPIRED LEASES OF NON-RESIDENTIAL REAL PROPERTY

Upon the Debtors' Expedited Motion for Entry of an Order Pursuant to 11 U.S.C. §

365(d)(4)(B)(ii) Extending the Debtors' Time to Assume or Reject Unexpired Leases of

Non-Residential Real Property (the "Motion²"), of Tuesday Morning Corporation, et al.

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) ("<u>TM Corp.</u>"); TMI Holdings, Inc. (6658) ("<u>TMI Holdings</u>"); Tuesday Morning, Inc. (2994) ("<u>TMI</u>"); Friday Morning, LLC (3440) ("<u>FM LLC</u>"); Days of the Week, Inc. (4231) ("<u>DOTW</u>"); Nights of the Week, Inc. (7141) ("<u>NOTW</u>"); and Tuesday Morning Partners, Ltd. (4232) ("TMP"). The location of the Debtors' service address is 6250 LBJ Freeway, Dallas, TX 75240.

 $^{^{2}}$ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

(collectively, the "<u>Debtors</u>"); and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc*, Misc. Rule No. 33 (N.D. Tex. Aug. 3, 1984); and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); 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 having been provided, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion; and the Court having held a hearing on the Motion; and all objections, if any, to the Motion have been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.

2. Pursuant to Bankruptcy Code § 365(d)(4)(B)(ii), the Assumption/Rejection Deadline for the Debtors to assume or reject the Store Leases listed in <u>Exhibit 2</u> to this Order are hereby extended <u>pursuant to as set forth in</u> the <u>applicable</u> Consenting Landlords' <u>entry into the</u> written Extension Agreement. <u>The Assumption/Rejection Deadline for the Consenting</u> Landlords' Store Leases is hereby extended to January 31, 2021.

3. The Debtors are authorized, but not directed, to enter into additional Extension Agreements with their remaining Landlords without the need to file a Motion or seek additional Court approval. Upon entry into additional Extension Agreements, the Debtors shall file and cause to be served a notice of revised <u>Exhibit 2</u> to this Order reflecting such Consenting Landlord extensions and the related Store Leases.

T

END OF ORDER

Submitted by:

HAYNES AND BOONE, LLP

Ian T. Peck State Bar No. 24013306 Jarom J. Yates State Bar No. 24071134 Jordan E. Chavez State Bar No. 24109883 2323 Victory Avenue, Suite 700 Dallas, TX 75219 Telephone: 214.651.5000 Facsimile: 214.651.5940 Email: ian.peck@haynesboone.com Email: jarom.yates@haynesboone.com

ATTORNEYS FOR DEBTORS

EXHIBIT 1

Form of Extension Agreement

Tuesday Morning

September 24, 2020

Re: Lease with Tuesday Morning Inc.

Dear Sir/Madam:

As you are aware, on May 27, 2020, Tuesday Morning Corporation and its affiliated debtors (the "<u>Debtors</u>"), including Tuesday Morning Inc. ("<u>Tenant</u>"), commenced cases under chapter 11 of title 11 of the United States Code (the "<u>Bankruptcy Code</u>"). The chapter 11 cases are currently proceeding before Judge Harlin D. Hale in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "<u>Bankruptcy Court</u>").

The current deadline for Tenant to assume non-residential real property leases is December 23, 2020 (the "Lease Assumption Deadline"). Pursuant to Bankruptcy Code § 365(d)(4), the current lease assumption deadline cannot be extended without the prior written consent of the applicable landlord.

Tenant is party to a lease agreement (the "<u>Lease</u>") with the undersigned landlord ("<u>Landlord</u>") pursuant to which Tenant is currently leasing the premises located at the store address identified on the signature page below. On September 23, 2020, the Debtors filed a proposed plan of reorganization, disclosure statement, and motion to approve bidding procedures in the Bankruptcy Court. Although Tenant believes that the Debtors will be able to consummate a sale or plan of reorganization, as applicable, prior to the current Lease Assumption Deadline, out of an abundance of caution Tenant is requesting that Landlord consent to a further extension of the Lease Assumption Deadline through January 31, 2021.

Please confirm that the Landlord agrees to extend the Lease Assumption Deadline through and including January 31, 2021 by signing this letter and returning a signed copy of the letter by email to your contact with Tenant.

The undersigned parties hereby acknowledge their authority to sign this letter agreement, and acknowledge that this agreement constitutes "prior written consent of the lessor," as required by Bankruptcy Code § 365(d)(4), and that no further consent of the Landlord shall be required for the sole purpose of extending the time within which the Debtors must assume or reject the Lease through and including January 31, 2021. This letter agreement is entered into by both parties with a full reservation of rights and does not constitute an agreement by the Debtors to assume the Lease nor does it constitute an agreement by the Landlord to consent to the assumption or assumption and assignment of the Lease. For the avoidance of doubt, the sole purpose of this letter agreement is to grant an extension of the Lease Assumption Deadline and the letter does not effect an amendment of the Lease nor does it waive any rights of either party under the Lease and each of the parties' respective rights under the Lease are fully preserved.

AGREED TO AND ACCEPTED:

TENANT:

Tuesday Morning, Inc.

By:	 	
Name:		
Title:		

LANDLORD: _____

By:_____ Name: Title: Email:

STORE ADDRESS:

Tuesday Morning Store No. (if known): _____

EXHIBIT 2

Schedule of Consenting Landlords and Relevant Store Leases

			BK Time Extension Letter St	atus		_
# Store	Neg.	Store Address	Extension Letter Received in Google Drive DATE	Extension Letter Added to Scanned Lease Drive DATE	Extension Letter Added to Co-Star FILE Section DATE	
4 ATLA	SC	North Lake Business Park 1901 Montreal Road Suite 129 Tucker, GA 30084	9/25/2020	9/25/2020	9/25/2020	x
6 OKLA	DG	The Charter at May 9446 North May Ave. Oklahoma City, OK 73120	9/25/2020	9/25/2020	9/25/2020	v
		Summit Square S/C 6110 East 71St Street				
7 TULS	DG	Tulsa, OK 74136 Village at Camp Bowie 3501 Bernie Anderson Ave.	10/2/2020	10/2/2020	10/2/2020	x
9 FORT	DR	Fort Worth, TX 76116-5458 Woodland West Shopping Center 2737 W. Park Row Drive	10/1/2020	10/1/2020	10/1/2020	х
11 FORT	DR	Arlington, TX 76013 Bowles Crossing	9/29/2020	9/29/2020	9/29/2020	х
13 DENV	Bill	8055 W. Bowles Ave., Ste 800 Littleton, CO 80123 Nall Hills Shopping Center	10/9/2020	10/9/2020	10/9/2020	x
16 KANS	Bill	9606 Nall Ave. Overland Park, KS 66207 Mission Mart Shopping Center	10/5/2020	10/5/2020	10/5/2020	x
17 KANS	LB	5320 Martway Mission, KS 66205	10/14/2020	10/14/2020	10/14/2020	x
24 ELPA	SC	Viscount Village 9521 Viscount Blvd. El Paso, TX 79925-7012	9/29/2020	9/29/2020	9/29/2020	x
29 NASH	TE	Indian Lake West Shopping Center 259 Indian Lake Blvd. Hendersonville, TN 37075	10/12/2020	10/12/2020	10/12/2020	x
33 DALL	A. Gold.	Hillside Village 6465 Mockingbird Lane Suite 354 Dallas, TX 75214	10/22/2020 (note: also renewed)	10/22/2020 (note: also renewed)	10/22/2020 (note: also renewed)	x
35 FORT	Allie	Harwood Village North 609 Harwood Rd. Bedford, TX 76021		10/9/2020	10/9/2020	Ċ
40 STLO	Bill	Market at McKnight 9626 Manchester Rd. St. Louis, MO 63119	10/9/2020	10/6/2020	10/6/2020	x
46 SANA	TE	Leon Creek Shopping Center 6808 Huebner San Antonio, TX 78238	9/25/2020	9/25/2020	9/25/2020	v
		700 Juan Tabo				Â
48 ALBU	Bill	Albuquerque, NM 87123 2110 W. Slaughter Lane Suite 168	10/8/2020	10/8/2020	10/8/2020	x
67 AUST	LB	Austin, TX 78748 Hulen Fashion Center 5240 South Hulen Street Fort Worth, TX 76132	10/16/2020	10/16/2020	10/16/2020	x
74 FORT	LB	Sunshine Plaza 2985 Highway 190	10/13/2020	10/13/2020	10/13/2020	x
81 NEWO	DR	Mandeville, LA 70471 Hammond Aire Plaza 9626 Airline Hwy, Ste C1	10/19/2020	10/19/2020	10/19/2020	x
83 BATO	SC	Baton Rouge, LA 70815-5556 Tyler Town Center	9/30/2020	9/30/2020	9/30/2020	x
92 TYLE	Allie	322 Ese Loop 323 Tyler, TX 75701 County Line Plaza	10/30/2020	10/30/2020	10/30/2020	x
94 JKSN	DG	1053 E. County Line Rd. Jackson, MS 39211-1851 St. John's Plaza	10/2/2020	10/2/2020	10/2/2020	x
96 BALT	Allie	9150 Baltimore National Pike, Ste 1B Ellicott City, MD 21042 Crossroads Shopping Center	10/23/2020	10/23/2020	10/23/2020	x
105 LEXI	LB	125 E. Reynolds Rd., Ste 145 Lexington, KY 40517 4800 Line Avenue, Ste D	10/12/2020	10/12/2020	10/12/2020	x
106 SHRE	A. Gold.	Shreveport, LA 71106 Bay Ridge Plaza	9/30/2020	9/30/2020	9/30/2020	x
107 ANNA	LB	121 Hillsmere Plaza Annapolis, MD 21403 Sooner West Plaza	10/8/2020	10/8/2020	10/8/2020	x
110 OKLA	DR	3721 West Main St. Norman, OK 73072	9/30/2020	9/30/2020	9/30/2020	x
120 WICH	Bill	Regency Lakes Shopping Center 2423 N. Greenwich Wichita, KS 67226 Spanish Crossroads Shopping Center	9/25/2020	9/25/2020	9/25/2020	x
121 AMAR	TE	3415-P Bell Street Amarillo, TX 79109	10/1/2020	10/1/2020	10/1/2020	x
124 AUGU	DG	3241 Washington Road Units G & H Augusta, GA 30907	10/2/2020	10/2/2020	10/2/2020	x
126 INDI	DR	Avalon Crossing 6935 Lake Plaza Dr., Ste C-1 Indianapolis, IN 46220	9/29/2020	9/29/2020	9/29/2020	x
127 EVAN	SC	Plaza East 217 N. Green River Road Evansville, IN 47715	10/13/2020	10/13/2020	10/13/2020	x
132 ATLA	LB	Roswell Towne Center 608 Holcomb Bridge Rd., Ste 220 Roswell, GA 30076-1712	10/8/2020	10/8/2020	10/8/2020	x
145 CINC	DG	Burnett Square Shopping Center 8178 Montgomery Road Cincinnati, OH 45236	9/28/2020	9/28/2020	9/28/2020	x
147 CHAR	Bill	Park Square Shopping Center 2442 Park Rd. Charlotte, NC 28203	9/29/20⊉age 1 of 11	9/29/2020	9/29/2020	Ļ

			BK Time Extension Letter St	tatus		[
# Store	Neg.	Store Address	Extension Letter Received in Google Drive DATE	Extension Letter Added to Scanned Lease Drive DATE	Extension Letter Added to Co-Star FILE Section DATE	
149 COLU	Bill	Olentangy Plaza 885 Bethel Rd. Columbus, OH 43214	10/16/2020	10/16/2020	10/16/2020	Ļ
149 COLU	BIII	Avery Square 6545 Perimeter Drive	10/10/2020	10/10/2020	10/10/2020	ŕ
150 COLU	Allie	Dublin, OH 43016 1840 E. Warner Road	10/9/2020	10/9/2020	10/9/2020	x
159 PHOE	Bill	Suite M-2 Tempe, AZ 85284 Arcadia Fiesta	10/6/2020	10/6/2020	10/6/2020	x
162 PHOE	Bill	3055 E. Indian School Rd. Phoenix, AZ 85016-6807 Broadway Wilmot	10/6/2020	10/6/2020	10/6/2020	x
164 TUCS	Bill	6228 E. Broadway Blvd., Suite 150 Tucson, AZ 85711 Sav-On Drug Center	9/29/2020	9/29/2020	9/29/2020	x
168 LOSA	Bill	17120 Magnolia Street Fountain Valley, CA 92708	10/21/2020	10/21/2020	10/21/2020	x
171 LOUI	Bill	Town Fair Center 1915 S. Hurstbourne Pkwy Louisville, KY 40220	10/12/2020	10/12/2020	10/12/2020	x
184 BIRM	TE	Eastwood Village 1620 Montclair Rd. Irondale, AL 35210	9/28/2020	9/28/2020	9/28/2020	x
186 CLMB	TE	Harbison Court 264 Harbison Blvd #14 Columbia, SC 29212-2282	9/28/2020	9/28/2020	9/28/2020	x
197 BEAU	TE	Parkdale Place 4150 Dowlen Road Beaumont, TX 77706	10/6/2020	10/6/2020	10/6/2020	x
		Picadilly Square 10010 Abercorn St. Unit 1				
198 SAVA	Bill	Savannah, GA 31406 Pacific Plaza Shopping Center 1772-D Garnet Avenue	10/8/2020	10/8/2020	10/8/2020	x
201 SAND	Bill	San Diego, CA 92109 Lantana Square Shopping Center	10/12/2020	10/12/2020	10/12/2020	x
204 WILM	LB	154-156 Lantana Drive Hockessin, DE 19707 El Camino Commons	10/8/2020	10/8/2020	10/8/2020	x
212 SAND	SC	211 South El Camino Real, Ste A Encinitas, CA 92024 10100 6th Avenue N	10/1/2020	10/1/2020	10/1/2020	x
213 MNSP	Bill	Suite 104-107 Plymouth, MN 55441	10/12/2020	10/12/2020	10/12/2020	x
220 LOSA	Bill	Pride Shopping Center 22950 Victory Blvd. Woodland Hills, CA 91367	10/12/2020	10/12/2020	10/12/2020	x
221 MNSP	Bill	Har Mar Mall 2100 N. Snelling Avenue #2 Roseville, MN 55113 Northdale Promenade	10/5/2020	10/5/2020	10/5/2020	x
236 TAMP	DR	15692 Dale Mabry Hwy Tampa, FL 33618 - 1606 7 & 41 Crossings Center	9/29/2020	9/29/2020	9/29/2020	x
247 MNSP	DG	2497 Highway 7 Excelsior, MN 55331 Galleria Commons	9/25/2020 (note: also renewed)	9/25/2020 (note: also renewed)	9/25/2020 (note: also renewed)	x
252 LASV	SC	490 N. Stephanie St., Suite 100 Henderson, NV 89014 Harmony Marketplace	9/28/2020	9/28/2020	9/28/2020	x
253 FTCO	TE	4426 South College Ave. Ft. Collins, CO 80525	10/5/2020 (note: also renewed)	10/5/2020 (note: also renewed)	10/5/2020 (note: also renewed)	x
261 SACR	SC	Regency Plaza 7255 Greenback Ln Citrus Heights, CA 95621	9/25/2020	9/25/2020	9/25/2020	x
262 SAND	Bill	4242 Camino Del Rio Suite 7 San Diego, CA 92108	10/5/2020	10/5/2020	10/5/2020	x
265 SACR	Bill	2550 Fair Oaks Blvd. Sacramento, CA 95825	10/7/2020	10/7/2020	10/7/2020	x
266 TALL	LB	Capital Plaza 1806 Thomasville Rd. Tallahassee, FL 32303	10/8/2020	10/8/2020	10/8/2020	x
268 FORT	Allie	Glade Parks 2911 Rio Grande Blvd - Suite 400 Euless, TX 76039-4068	9/30/2020	9/30/2020	9/30/2020	x
274 PHOE	Bill	Arrowhead Plaza 20165 N. 67th Ave., #118 Glendale, AZ 85308	10/2/2020	10/2/2020	10/2/2020	x
276 OREM	DR	Family Center of Orem 168 East University Parkway Orem, UT 84058	10/12/2020	10/12/2020	10/12/2020	x
279 LITT	A. Gold.	Lakewood Village 2747 Lakewood Village Dr. North Little Rock, AR 72116-8030	10/12/2020	10/12/2020	10/12/2020	x
284 RALE	LB	Beaver Creek Crossings South 1593 Beaver Creek Commons Apex, NC 27502	10/8/2020	10/8/2020	10/8/2020	x
285 HOUS	A. Gold.	Sam Moon Center 17937 I-45 South, Stes 117 & 125 Shenandoah, TX 77385	10/22/2020	10/22/2020	10/22/2020	x
287 CHRL	SC	Pantops Shopping Center 540 Pantops Ctr. Charlottesville, VA 22911	10/5/2020	10/5/2020	10/5/2020	x
	TE	Pompano Plaza 949 - A East Monab Rd. Pompano Beach, FL 33062	10/6/2020	10/6/2020	10/6/2020	

	<u>.</u>			BK Time Extension Letter S		Extension Letter Added to Co-Star FILE Section
#	Store	Neg.	Store Address	in Google Drive DATE	DATE	DATE
			Olmos Park Village 3910 Mccollough Avenue # 2			
291	SANA	Bill	San Antonio, TX 78212	10/7/2020 (note: also renewed)	10/7/2020 (note: also renewed)	10/7/2020 (note: also renewed)
294	LOSA	Bill	901 Santa Monica Blvd. Santa Monica, CA 90401	10/28/2020	10/28/2020	10/28/2020
			Rampart Plaza 8520 Del Webb Blvd.			
298	LASV	LB	Las Vegas, NV 89134 West Towne Marketplace	11/13/2020	11/13/2020	11/13/2020
202	ELPA	A. Gold.	6450 N. Desert Blvd., Ste 5 El Paso, TX 79912	9/29/2020	9/29/2020	9/29/2020
			870 Mason Road Suites 112 & 120		9/28/2020	
304	HOUS	DG	Papacitas Village	9/28/2020	9/28/2020	9/28/2020
			305 Nw Loop 281 Suite 104-B			
314	LONG	DG	Longview, TX 75605 Marshall's Plaza	10/22/2020	10/22/2020	10/22/2020
317	STLO	Bill	6931 S. Lindbergh Blvd. St. Louis, MO 63125	10/20/2020	10/20/2020	10/20/2020
			Town And Country Commons			
324	клох	TE	148 N. Peters Road Knoxville, TN 37923	10/14/2020	10/14/2020	10/14/2020
	-		Fairway Commons Shopping Center 5771A Five Star Blvd.			
327	SACR	Bill	Roseville, CA 95678 Alps Village	10/21/2020	10/21/2020	10/21/2020
320	ATHE	A. Gold.	191 Alps Road, Suite 13B Athens, GA 30606	9/28/2020	9/28/2020	9/28/2020
523		,	Clocktower Square 2900 University Ave, Ste 230	5,25/2020	5,25,2620	5, 20, 2020
334	DESM	DG	West Des Moines, IA 50266	9/28/2020	9/28/2020	9/28/2020
			Mandarin Pointe Shopping Center 12200 San Jose Blvd., Suite 6			
335	JACK	TE	Jacksonville, FL 32223	9/29/2020	9/29/2020	9/29/2020
000	DETD	50	Troy Commons 905 East Big Beaver Rd. Troy, MI 48083	10/7/2020	10/7/2020	10/7/2020
330	DETR	DG	River Oaks Village	10/7/2020	10/7/2020	10/7/2020
343	ABIL	A. Gold.	3301 S 14th St., Ste 46B Abilene, TX 79605	10/13/2020	10/13/2020	10/13/2020
			1000 E. Route 66 Suite E			
345	LOSA	Bill	Glendora, CA 91740 Brentwood Center South	10/14/2020	10/14/2020	10/14/2020
348	SPMO	Bill	2916 S. Glenstone Ave Springfield, MO 65804	10/5/2020	10/5/2020	10/5/2020
			Hen House Marketplace			
349	KANS	SC	14950 W. 87th Street Pkwy Lenexa, KS 66215	9/30/2020	9/30/2020	9/30/2020
			Plaza 190 176 Gause Blvd. West			
351	NEWO	A. Gold.	Slidell, LA 70460 - 2625 3715 E. North Street	10/9/2020	10/9/2020	10/9/2020
355	GREN	SC	Suite H Greenville, SC 29615	10/12/2020	10/12/2020	10/12/2020
			Battleground Plaza 3726-A Battleground Avenue			
357	GRSB	DR	Greensboro, NC 27410 Butler Plaza Central	9/29/2020	9/29/2020	9/29/2020
359	GAIN	DG	3728 SW Archer Rd. Gainesville, FL 32608	9/25/2020	9/25/2020	9/25/2020
536	Smit	00	Forum Shopping Center 1400 Forum Blvd., Ste 1C	5/25/2020	5/25/2020	512512020
360	COLM	Bill	Columbia, MO 65203 Walmart Outparcel	9/25/2020	9/25/2020	9/25/2020
360	HATT	LB	6062 US Hwy 98, Suite 101 Hattiesburg, MS 39402	10/16/2020	10/16/2020	10/16/2020
302		LD	1923 Electric Road Suite 60	10/10/2020	10/ 10/ 2020	10/10/2020
363	ROAN	DR	Salem, VA 24153	10/1/2020	10/1/2020	10/1/2020
			The Concourse Shopping Center 8421 N. US Hwy 281, Suite 105 San Antonio, TX 78216-6097	10/0/0000	40/0/2020	10/2/2020
	SANA	A. Gold.		10/2/2020	10/2/2020	10/2/2020
365		SC	7810 Rogers Avenue Ft. Smith, AR 72903	9/30/2020	9/30/2020	9/30/2020
	FTSM	-				
367			Edgewater Village 2650 Beach Blvd., Ste 21 Bilovi MS 20521.4517	10/5/2020	10/E /2020	10/E /2020
367	FTSM GULF	DR	2650 Beach Blvd., Šte 21 Biloxi, MS 39531-4517	10/5/2020	10/5/2020	10/5/2020
367 368	GULF	DR	2650 Beach Blvd., Ste 21 Biloxi, MS 39531-4517 Rockwell-Northwest Shopping Center 6920 NW Expressway, Suite C			
367 368 374	GULF OKLA	DR SC	2650 Beach Blvd., Ste 21 Biloxi, MS 39531-4517 Rockwell-Northwest Shopping Center 6920 NW Expressway, Suite C Oklahoma City, OK 73132-3532 9240 Westport Road	10/13/2020	10/13/2020	10/13/2020
367 368 374	GULF	DR	2650 Beach Blvd., Ste 21 Biloxi, MS 39531-4517 Rockwell-Northwest Shopping Center 6920 NW Expressway, Suite C Oklahoma City, OK 73132-3532 9240 Westport Road Louisville, KY 40242 Selmart Building			
367 368 374 381	GULF OKLA	DR SC	2650 Beach Blvd., Ste 21 Biloxi, MS 39531-4517 Rockwell-Northwest Shopping Center 6920 NW Expressway, Suite C Oklahoma City, OK 73132-3532 9240 Westport Road Louisville, KY 40242	10/13/2020	10/13/2020	10/13/2020
367 368 374 381	GULF OKLA LOUI	DR SC Bill	2650 Beach Blvd., Ste 21 Biloxi, MS 39531-4517 Rockwell-Northwest Shopping Center 6920 NW Expressway, Suite C Oklahoma City, OK 73132-3532 9240 Westport Road Louisville, KY 40242 Selmart Building 3517 Ryan Street Lake Charles, LA 70605 MacArthur Village	10/13/2020 10/7/2020	10/13/2020 10/7/2020	10/13/2020 10/7/2020
367 368 374 381 385	GULF OKLA LOUI	DR SC Bill	2650 Beach Blvd., Ste 21 Biloxi, MS 39531-4517 Rockwell-Northwest Shopping Center 6920 NW Expressway, Sulie C Oklahoma City, OK 73132-3532 9240 Westport Road Louisville, KY 40242 Selmart Building 3517 Ryan Street Lake Charles, LA 70605 MacArthur Village 1460 MacArthur Blvd. Alexandria, LA 71301	10/13/2020 10/7/2020	10/13/2020 10/7/2020	10/13/2020 10/7/2020
367 368 374 381 385 386	GULF OKLA LOUI LAKE	DR SC Bill TE	2650 Beach Blvd., Ste 21 Biloxi, MS 39531-4517 Rockwell-Northwest Shopping Center 6920 NW Expressway, Suite C Oklahoma City, OK 73132-3532 9240 Westport Road Louisville, KY 40242 Selmart Building 3517 Ryan Street Lake Charles, LA 70605 MacArthur Village 1460 MacArthur Blvd.	10/13/2020 10/7/2020 10/12/2020	10/13/2020 10/7/2020 10/12/2020	10/13/2020 10/7/2020 10/12/2020

				BK Time Extension Letter S	tatus		_
#	Store	Neg.	Store Address	Extension Letter Received in Google Drive DATE	Extension Letter Added to Scanned Lease Drive DATE	Extension Letter Added to Co-Star FILE Section DATE	
			East Park Shopping Center 200 N. 66th St, Suite 6		10/10/2020	40 (46 (2020)	
392	LINC	Bill	Lincoln, NE 68505 Granada Hills Town Center 18040 Chatsworth St.	10/16/2020	10/16/2020	10/16/2020	х
393	LOSA	Bill	Granada Hills, CA 91344 Cedar Hills Crossing	10/9/2020	10/9/2020	10/9/2020	х
395	PORT	Bill	3485 SW Cedar Hills Blvd, Ste 160 Beaverton, OR 97005-1337 10516 Old Katy Road	9/29/2020	9/29/2020	9/29/2020	x
396	HOUS	DR	Suite W Houston, TX 77043	9/25/2020	9/25/2020	9/25/2020	x
402	LITT	SC	Riverdale Shopping Center 2516 Cantrell Road Little Rock, AR 72202	10/6/2020	10/6/2020	10/6/2020	x
406	SANF	DR	San Marin Plaza 191 San Marin Drive Novato, CA 94945	10/9/2020 (note: also renewed)	10/9/2020 (note: also renewed)	10/9/2020 (note: also renewed)	x
408	MYRT	DG	Pawleys Island Plaza 10225 Ocean Highway #400 Pawley's Island, SC 29585	10/15/2020	10/15/2020	10/15/2020	x
415	FRES	Bill	The Trading Post Shopping Center 850 Herndon Ave., Ste 102 Clovis, CA 93619	10/7/2020	10/7/2020	10/7/2020	x
			Britton Plaza Shopping Center 3902 Britton Plaza Tampa, FL 33611		10/19/2020		
	TAMP	A. Gold.	Rock Spring S/C 1447 Rock Spring Road	10/19/2020		10/19/2020	x
	BALT	A. Gold.	Bel Air, MD 21014 380 Thompson Creek Rd. Suites D-07 & D-10A	10/29/2020	10/29/2020	10/29/2020	x
430	ANNA	DR	States D-07 & D-10A Shady Oaks Shopping Center 2606 SW College Rd.	9/28/2020	9/28/2020	9/28/2020	×
432	OCAL	DG	Ocala, FL 34471	10/1/2020	10/1/2020	10/1/2020	x
434	HOUS	DR	Captain's Corner SC 172 S. Friendswood Dr Friendswood, TX 77546	9/25/2020	9/25/2020	9/25/2020	x
437	SANF	LB	890 Blossom Hill Road San Jose, CA 95123	10/14/2020 (note: also renewed)	10/14/2020 (note: also renewed)	10/14/2020 (note: also renewed)	x
438	CINC	LB	Expressway Plaza S/C 2178 Dixie Highway Ft. Mitchell, KY 41017-2902	10/14/2020	10/14/2020	10/14/2020	x
			Brodie Oaks S/C 4006 S. Lamar				
439	AUST	Allie	Suite 850 Austin, TX 78704 4314 W. Town & Country Road	10/20/2020	10/20/2020	10/20/2020	x
440	DAYT	Bill	Suites 32-41 Kettering, OH 45429 Lynchburg Burlington Coat Plaza	10/9/2020	10/9/2020	10/9/2020	x
441	LYNC	LB	2138 Wards Rd. Lynchburg, VA 24502 Redlands Town Center	10/8/2020	10/8/2020	10/8/2020	x
443	LOSA	Bill	9940 Alabama Street, Suite C Redlands, CA 92374	10/30/2020	10/30/2020	10/30/2020	x
446	МОВІ	DR	Eastern Shore Plaza 10200 Eastern Shore Blvd., Ste. 600 Spanish Fort, AL 36527	9/30/2020	9/30/2020	9/30/2020	x
448	BAKE	Bill	Rosedale Village Shopping Center 2721 Calloway Drive Bakersfield, CA 93312-2618	10/30/2020	10/30/2020	10/30/2020	x
			Riviera Plaza (Telephone Plaza) 4756 Telephone Road, Suite #3	10/20/2020	10/20/2020	40/00/2020	
	LOSA	Bill	Ventura, CA 93003 2890 S. Colorado Blvd. Suite 1-A	10/30/2020	10/30/2020	10/30/2020	x
458	DENV	Bill	Denver, CO 80222 1295 Veterans Blvd	10/19/2020	10/19/2020	10/19/2020	х
459	SANF	Bill	Redwood City, CA 94063 Pueblo Shopping Center	10/8/2020	10/8/2020	10/8/2020	x
462	PUEB	LB	220 W. 29th St. Pueblo, CO 81008 Converse Plaza	10/16/2020	10/16/2020	10/16/2020	x
467	SPAR	A. Gold.	1200 E. Main St. Spartanburg, SC 29307 McKinley Town & Country Shopping Centre	10/22/2020	10/22/2020	10/22/2020	x
469	SBEN	DR	2548 Miracle Lane Mishawaka, IN 46545	9/28/2020	9/28/2020	9/28/2020	x
472	KALA	LB	Southland Shopping Center 6140 South Westnedge Ave. Portage, MI 49002	10/9/2020	10/9/2020	10/9/2020	x
474	DENV	DR	Parker Marketplace II 18721 East Ponderosa Dr., Units A&B Parker, CO 80134-8824	10/5/2020	10/5/2020	10/5/2020	x
			Franklin Square 1303 U.S. Highway 127 South, Suite 103				1
479	FRAN	LB	Frankfort, KY 40601 3801 NW Cache Road	10/14/2020	10/14/2020	10/14/2020	x
481	LAWT	A. Gold.	Suite 36 Lawton, OK 73505 Ridge Road Shopping Center	9/29/2020	9/29/2020	9/29/2020	x
487	DALL	DG	1117-A Ridge Road Rockwall, TX 75087	10/23/2020	10/23/2020	10/23/2020	x
	LOSA	Bill	Santiago Hills Marketplace 8520 E. Chapman Ave Orange, CA 92869	10/16/2020	10/16/2020	10/16/2020	

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492 OKLA	A. Gold.	Greenway Plaza Shopping Center 11627 S. Western Avenue Oklahoma City, OK 73170 Sun Shadow Square Center	9/28/2020	9/28/2020	9/28/2020	x
503 PHOE	DR	10050 W. Bell Road Suites 19-20 Sun City, AZ 85351 Ranch Acres S/C	9/25/2020	9/25/2020	9/25/2020	x
507 TULS	DG	3111 S. Harvard Tulsa, OK 74135 2300 Lohmans Spur	9/25/2020	9/25/2020	9/25/2020	x
513 AUST	A. Gold.	Suite 134 Lakeway, TX 78734 5920 Roswell Road, NE	9/28/2020	9/28/2020	9/28/2020	x
520 ATLA	LB	Box 45 - Suite C-204 Atlanta, GA 30328 2650 North Avenue	10/22/2020	10/22/2020	10/22/2020	x
521 GRAN	LB	Suites 111 - 115 Grand Junction, CO 81501 1601 Preston Road	10/8/2020	10/8/2020	10/8/2020	x
522 DALL	TE	Suite F Plano, TX 75093	10/5/2020	10/5/2020	10/5/2020	x
523 PORT	TE	Gresham Square 56 NW Burnside Gresham, OR 97030 2421 Shallowford Road, NE	9/28/2020	9/28/2020	9/28/2020	x
524 ATLA	LB	Suite 120 Marietta, GA 30066	10/8/2020	10/8/2020	10/8/2020	x
525 MACO	DG	4025 Watson Blvd. Suite 180 & 200	10/2/2020	10/2/2020	10/2/2020	x
530 ATLA	SC	233 Commerce Drive Suites 233, 235, 241, 208, 215, 224, 244, 257 & 265 Peachtree City, GA 30269 Summerville Plaza	10/6/2020	10/6/2020	10/6/2020	x
531 CHAS	LB	622 Bacons Bridge Road Summerville, SC 29485 Post Oak Square Shopping Center	10/16/2020	10/16/2020	10/16/2020	x
536 BRYA	DG	1210 Harvey Rd. College Station, TX 77840 Ken's Plaza	10/13/2020	10/13/2020	10/13/2020	x
537 JOHN	SC	3122-A East Oakland Johnson City, TN 37601	9/30/2020	9/30/2020	9/30/2020	x
538 OGDE	TE	4050 Riverdale Rd. Riverdale, UT 84405 902 W. Kimberly Road	10/5/2020	10/5/2020	10/5/2020	x
539 DAVE	SC	Suite 10 Davenport, IA 52806 Celebration Center 1801 Airline Drive, Suites D&E	9/25/2020	9/25/2020	9/25/2020	x
540 NEWO	TE	Metairie, LA 70001 Belden Village Commons 4844 Everhard Rd, Northwest	10/13/2020	10/13/2020	10/13/2020	x
541 CANT	LB	Canton, OH 44718 Midtown Mart 3051 Dauphin Street	10/13/2020	10/13/2020	10/13/2020	x
542 MOBI	DR	Mobile, AL 36606 245 E. Bell Road Suite 26	10/5/2020	10/5/2020	10/5/2020	x
544 PHOE	Bill	Phoenix, AZ 85022 Riverchase Promenade	10/12/2020	10/12/2020	10/12/2020	x
546 BIRM	Allie	1705 Montgomery Hwy S Hoover, AL 35244 Brickyard Shopping Center	10/9/2020	10/9/2020	10/9/2020	x
547 SALT	TE	1130 Brickyard Rd. Salt Lake City, UT 84106	10/5/2020	10/5/2020	10/5/2020	x
548 NORF	Allie	118 W. 21st Street Norfolk, VA 23517 Warwick Village S/C 11006 Warwick Blvd.	10/9/2020	10/9/2020	10/9/2020	×
549 NEWP	DR	Suite 426-A Newport News, VA 23601	10/26/2020	10/26/2020	10/26/2020	x
556 SARA	DG	The Parkway Collection 6050 N. Lockwood Ridge Road Sarasota, FL 34243	10/14/2020	10/14/2020	10/14/2020	x
559 MELB	DR	2447 N. Wickham Road Suite 112 Melbourne, FL 32935	10/9/2020	10/9/2020	10/9/2020	x
563 MEMP	SC	Malco Plaza 2853 Bartlett Blvd. Bartlett, TN 38134	9/28/2020	9/28/2020	9/28/2020	x
564 ROCK	AG	Commons At Winthrop College 725 Cherry Road Suite 199 Rock Hill, SC 29732	10/16/2020	10/16/2020	10/16/2020	x
565 CHAM	SC	Marketview Center 45 E Marketview Dr. Champaign, IL 61820-7832	10/6/2020	10/6/2020	10/6/2020	x
567 HUNT	TE	Westside Centre 6275 University Dr NW, Unit 8 Huntsville, AL 35806-1776	9/28/2020	9/28/2020	9/28/2020	x
568 TEXA	SC	Town West Shopping Center 2315 #9 Richmond Road Texarkana, TX 75503 Stateline Station	10/5/2020	10/5/2020	10/5/2020	x
569 KANS	Bill	1130 W. 136th St Kansas City, MO 64145 Division Place I	10/12/2020	10/12/2020	10/12/2020	x
572 STCL	DG	2730 Division St. St. Cloud, MN 56301-3817	10/2/2020	10/2/2020	10/2/2020	x

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		Cashua Place Shopping Center				
573 FLOR	TE	1900 West Palmetto Street Florence, SC 29501	10/5/2020	10/5/2020	10/5/2020	х
		Sagamore @ 26 Shopping Center 311 Sagamore Pkwy North				
574 WLAF	SC	Lafayette, IN 47904	10/13/2020	10/13/2020	10/13/2020	х
		Vintage Plaza				
579 MODE	Bill	3250 Dale Road Modesto, CA 95356	10/5/2020	10/5/2020	10/5/2020	x
		Southwest Plaza Shopping Center 3578 Knickerbocker Road				
582 SANG	TE	San Angelo, TX 76904	9/29/2020	9/29/2020	9/29/2020	х
		Tradewinds South 1951- A Madison Street				
585 CLAR	DR	Clarksville, TN 37043 911-A Lithia-Pinecrest Road	10/7/2020	10/7/2020	10/7/2020	х
586 TAMP	DR	Brandon, FL 33511	10/7/2020	10/7/2020	10/7/2020	х
		Hancock Village 14613 Hancock Village St.				
588 RICH	TE	Chesterfield, VA 23832-2758	9/29/2020	9/29/2020	9/29/2020	х
		Plantation Commons				
592 DEST	A. Gold.	4489-E Commons Drive West Destin, FL 32541	10/13/2020	10/13/2020	10/13/2020	х
		University Square 1401 West Glen				
593 PEOR	DG	Suite A Peoria, IL 61614	10/2/2020	10/2/2020	10/2/2020	Ļ
333 FEUK	00	Camarillo Village Square	10/2/2020	10/2/2020	10/2/2020	Ê
597 LOSA	Bill	2450 Las Posas Road, Ste H Camarillo, CA 93010	9/28/2020	9/28/2020	9/28/2020	x
		Westpark Towne Plaza 301 N. Milwaukee St.				
602 BOIS	DR	Boise, ID 83704 JoAnn's Plaza	9/28/2020	9/28/2020	9/28/2020	х
		4710 Coldwater Rd.				
604 FTWA	LB	Fort Wayne, IN 46825 Sonora Village	10/14/2020	10/14/2020	10/14/2020	х
606 PHOE	DR	15449 N. Hayden Rd, Ste 101 Scottsdale, AZ 85260	9/25/2020	9/25/2020	9/25/2020	v
000 FIIOL	DIX	The Maples Shopping Center	5/25/2020	5/25/2020	572572020	Ê
610 NASH	A. Gold.	1010 Murfreesboro Rd., Ste 192 Franklin, TN 37064	10/27/2020	10/27/2020	10/27/2020	х
		South York Value Center 2142 South Queen Street, Ste A				
611 YORK	SC	York, PA 17403	9/29/2020	9/29/2020	9/29/2020	х
		West Volusia Regional SC				
612 DBCH	DG	2661 S. Woodland Blvd. Deland, FL 32720	9/28/2020	9/28/2020	9/28/2020	x
613 MEMP	TE	632 W. Poplar Ave. Collierville. TN 38017	10/5/2020	10/5/2020	10/5/2020	x
010 IIIZIII		2485 Notre Dame Blvd.	10/0/2020	10,0,2020	10,0,2020	Â
616 CHCO	TE	Suite 410 Chico, CA 95928	10/13/2020	10/13/2020	10/13/2020	х
		Lambert Plaza Shopping Center 155 Siemers Dr., Ste 1				
617 CAPE	Bill	Cape Girardeau, MO 63701-4920 Hamburg Village Square	9/28/2020	9/28/2020	9/28/2020	х
		140 Pine Street	- /	- (- ((
618 BUFF	SC	Hamburg, NY 14075 Vero Mall	9/29/2020	9/29/2020	9/29/2020	x
623 VERO	DR	1295 US Highway 1 Vero Beach, FL 32960	9/29/2020	9/29/2020	9/29/2020	x
		Montgomery Plaza	5,25,2520	5,25,2526	5,25,2025	Ê
625 HOUS	LB	1406-E Loop 336 West Conroe, TX 77304	10/15/2020	10/15/2020	10/15/2020	x
		Woodlawn Park 6632 Jones Creek Rd				
632 BATO	A. Gold.	Baton Rouge, LA 70817 Rivergate Village	10/9/2020	10/9/2020	10/9/2020	х
		130 S. Nova Road	0/05/0655		0.105.10005	
639 DBCH	SC	Ormond Beach, FL 32174 Quaker Village	9/25/2020	9/25/2020	9/25/2020	x
		Quaker Village, Room 1B 12 Ohio River Blvd.				
640 PITT	Bill	Leetsdale, PA 15056	10/7/2020	10/7/2020	10/7/2020	х
		Rose Hill Plaza 6140-A Rose Hill Dr.				
641 WASH	SC	Alexandria, VA 22310 Stanley Square Shopping Center	10/22/2020	10/22/2020	10/22/2020	х
642 KANS	Bill	8038 W. 151st St. Stanley, KS 66223	9/28/2020	9/28/2020	9/28/2020	Ļ
U42 MAINO	Díll	Country Square Shopping Center	5/20/2020	5/20/2020	3/20/2020	ŕ
646 SALT	LB	8558 S. 1300 E. Sandy, UT 84094	10/14/2020	10/14/2020	10/14/2020	x
		The Shoppes at Zion 250 Red Cliffs Dr.				T
		Suites 37, 38, & 39	10/05/0		10/00/0000	
	DR	St. George, UT 84790 Village at Twin Peaks	10/26/2020	10/26/2020	10/26/2020	x
655 STGE	1	1240 S. Hover St., Ste 500 Longmont, CO 80501	10/5/2020	10/5/2020	10/5/2020	v
	Dill		10/ 3/ 2020	10/3/2020	10/3/2020	ŕ-
655 STGE 656 BOUL	Bill	Hilltop / Redding Plaza				
	Bill		10/15/2020	10/15/2020	10/15/2020	x
656 BOUL		Hilltop / Redding Plaza 1635 A-C & M Hilltop Dr.		10/15/2020	10/15/2020	x

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			Evergreen Crossing Shopping Center 13808 E. Indiana Ave.				
673	SPOK	Bill	Spokane Valley, WA 99216	9/25/2020	9/25/2020	9/25/2020	x
674	DALL	DR	Westgate Shopping Center 117 S. Central Expressway McKinney, TX 75070	10/13/2020	10/13/2020	10/13/2020	x
678	BOWL	TE	Ashley Center 1751 Scottsville Rd. #3 Bowling Green, KY 42104	10/8/2020	10/8/2020	10/8/2020	x
679	DOTH	DR	Circle West 3114 Ross Clark Circle Dothan, AL 36303	10/26/2020	10/26/2020	10/26/2020	x
681	OKLA	LB	Chisholm Shopping Center 1107 - B Garth Brooks Blvd. Yukon, OK 73099	10/16/2020	10/16/2020	10/16/2020	x
683	COEU	TE	Coeur D' Alene Center 227 W. Appleway Ave. Coeur D' Alene, ID 83814	10/7/2020	10/7/2020	10/7/2020	x
686	MYRT	SC	Shoppes at 70th 6908 N. Kings Hwy Myrtle Beach, SC 29572	9/30/2020	9/30/2020	9/30/2020	x
690	LANC	DR	Wheatland Center 1825 Columbia Ave. Lancaster, PA 17603	10/9/2020	10/9/2020	10/9/2020	x
691	SALE	DR	Hilfiker Square 4450 Commercial St. SE Salem, OR 97302	10/12/2020	10/12/2020	10/12/2020	x
694	JKTN	SC	Hamilton Hills 621 B. Old Hickory Blvd. Jackson, TN 38305	9/25/2020	9/25/2020	9/25/2020	x
699	PHOE	Bill	Mesa Pavilions North 6652 E. Hampton Ave. Mesa, AZ 85206 Paradise Isle	10/7/2020	10/7/2020	10/7/2020	x
712	МОВІ	LB	1720 Gulf Shores Pkwy Gulf Shores, AL 36542	10/14/2020	10/14/2020	10/14/2020	x
713	FORT	LB	654 SW Wilshire Blvd. Burleson, TX 76028	10/8/2020	10/8/2020	10/8/2020	x
717	HUNT	SC	Southland Plaza 2019 Sixth Ave SE Decatur, AL 35601 Town 'N Country Shopping Plaza	10/5/2020	10/5/2020	10/5/2020	x
718	GREN	DG	6101 Calhoun Memorial Easley, SC 29640 Bend Factory Stores	10/15/2020	10/15/2020	10/15/2020	x
719	BEND	TE	61334 S. Highway 97, Ste 280 Bend, OR 97702	10/5/2020	10/5/2020	10/5/2020	x
721	LOSA	Bill	Village La Verne 2139 Foothill Blvd. La Verne, CA 91750	10/8/2020	10/8/2020	10/8/2020	x
723	RALE	DR	South Hills Mall & Plaza 1297 Buck Jones Rd. Raleigh, NC 27606	9/29/2020	9/29/2020	9/29/2020	x
727	SANA	A. Gold.	New Braunfels Marketplace 651 N. Business IH 35 #1400 New Braunfels, TX 78130 Eastgate Shopping Center	9/29/2020	9/29/2020	9/29/2020	x
731	BOIS	TE	656 E. Boise Ave Boise, ID 83706	10/8/2020	10/8/2020	10/8/2020	x
732	TUPE	A. Gold.	3885 N. Gloster St. Tupelo, MS 38804-9732	10/14/2020	10/14/2020	10/14/2020	x
733	NASH	SC	Broad Street Centre 1250 NW Broad St. Murfreesboro, TN 37129	9/30/2020	9/30/2020	9/30/2020	x
	CLEM	SC	Keowee Village Shopping Center 113 Bi-Lo Place Seneca, SC 29678	9/30/2020	9/30/2020	9/30/2020	x
	MEDF	Bill	Bear Creek Plaza 850 Biddle Rd. Medford, OR 97504	9/25/2020	9/25/2020	9/25/2020	x
	HAGE	DR	South End Shopping Center 1171 Maryland Ave. Hagerstown, MD 21740	10/8/2020	10/8/2020	10/8/2020	x
	GRNC	TE	Greenville Square 703 Greenville Blvd SE Greenville, NC 27858	10/27/2020	10/27/2020	10/27/2020	x
			Crossgates Village 1578 W. Government St.	, , ,			
748	JKSN	DR	Brandon, MS 39042 Hazel Dell Marketplace 628 NE 81st St.	10/19/2020	10/19/2020	10/19/2020	x
752	PORT	Bill	Suites D & C Vancouver, WA 98665 Southgate Shopping Center	9/29/2020	9/29/2020	9/29/2020	x
755	CARS	A. Gold.	3921 South Carson Street Carson City, NV 89701	10/13/2020	10/13/2020	10/13/2020	x
756	BENT	A. Gold.	Scottsdale Center 208 S. Promenade Blvd. Rogers, AR 72758-1623 Sedits Service Schemistic Center	10/1/2020	10/1/2020	10/1/2020	x
764	JACK	TE	Sadler Square Shopping Center 2146 Sadler Square Fernandina Beach, FL 32034	9/29/20 2 age 7 of 11	9/29/2020	9/29/2020	x
/ 04	0.1011	16		3/23/20EQEC/0111	5/25/2020	5/25/2020	r^

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			Lanier Plaza 1919 Glynn Ave. #94				
770	STSI	TE	Brunswick, GA 31520 Midland Park Shopping Center 85 Godwin Ave., Unit 31A	9/28/2020	9/28/2020	9/28/2020	x
781	BERG	DR	Midland Park, NJ 07432 Saddlebrook Shopping Center	10/7/2020	10/7/2020	10/7/2020	x
782	ATLA	DR	10945 State Bridge Rd. #302 Alpharetta, GA 30022	10/14/2020	10/14/2020	10/14/2020	x
788	PHOE	Bill	Las Tiendas Village 2815 South Alma School Rd, Ste 1 Chandler, AZ 85286	10/9/2020	10/9/2020	10/9/2020	x
			Greenfield Place 4930 South 74th Street				~
791	MILW	Allie	Greenfield, WI 53220 Mall of Georgia C17 1999 Mall of Georgia Blvd., Ste A-200	10/14/2020	10/14/2020	10/14/2020	х
796	ATLA	A. Gold.	Buford, GA 30519 Kingsport Shopping Center	9/28/2020	9/28/2020	9/28/2020	x
798	KING	DG	1409 East Stone Dr Kingsport, TN 37660	10/7/2020	10/7/2020	10/7/2020	x
801	MEMP	LB	South Lake Centre 195 Goodman Rd, W. Southaven, MS 38671-9033	10/8/2020	10/8/2020	10/8/2020	x
	0.1150	A 111	Sherman Centre 2711 North Sam Rayburn Freeway	10/0/2020	10/0/2020	10/0/2020	
803	SHER	Allie	Sherman, TX 75090 Shops at Towne Lake Center S.C. 1432 Towne Lake Pkwy	10/9/2020	10/9/2020	10/9/2020	×
816	ATLA	A. Gold.	Woodstock, GA 30189 Dalton Outlet Shops	9/28/2020	9/28/2020	9/28/2020	x
826	DALT	LB	1001 Market Street, Ste 22 Dalton, GA 30720 The Shoppes at Benton	10/15/2020	10/15/2020	10/15/2020	x
827	LITT	A. Gold.	20496 Interstate 30 North Benton, AR 72019	9/25/2020	9/25/2020	9/25/2020	x
934	HOUS	TE	Atascocita Market Square 8072 FM 1960 East Humble, TX 77346	9/28/2020	9/28/2020	9/28/2020	v
034	1003	16	The Shoppes at Branson Meadows 4310 Gretna Rd.		5/26/2020	5/28/2020	Â
837	BRAN	DR	Branson, MO 65616 Stow-Hudson Towne Center	9/28/2020	9/28/2020	9/28/2020	х
843	AKRO	DG	1614 Norton Rd. Stow, OH 44224	11/19/2020	11/19/2020	11/19/2020	x
			Olivette S/C 9656 Olive Blvd.		10/10/2020	10/10/2020	
845	STLO	Bill	Olivette, MO 63132 Redwood Gateway 1355 N. McDowell Blvd.	10/16/2020	10/16/2020	10/16/2020	x
857	SANF	Bill	Petaluma, CA 94954 Gateway Village	10/19/2020	10/19/2020	10/19/2020	х
866	PHOE	TE	10273 W. McDowell Rd. Avondale, AZ 85392 Old Town Square Shopping Center 1913 University Ave.	9/29/2020	9/29/2020	9/29/2020	x
869	OXFD	Bill	Oxford, MS 38655 Morehead Plaza	10/21/2020	10/21/2020	10/21/2020	х
871	MORE	LB	2900 Arendell St. Ste 15 Morehead City, NC 28557	10/19/2020	10/19/2020	10/19/2020	x
873	PRES	DG	Village at the Boulders 1260 Gail Gardner Way, Suite 143 Prescott, AZ 86305 Beach Shopping Center	10/1/2020	10/1/2020	10/1/2020	x
874	PANA	SC	7928 Front Beach Rd. Panama City Beach, FL 32407	9/25/2020	9/25/2020	9/25/2020	x
877	LOSA	Bill	Lakewood Marketplace 5432 Woodruff Ave. Lakewood, CA 90713	10/5/2020	10/5/2020	10/5/2020	x
000	DADU	Dill	Kentucky Oaks Plaza 3250 James Sanders Blvd. Paducah, KY 42001	10/6/2020	10/6/2020	10/6/2020	,
880	PADU	Bill	Blue Ridge Mall 1800 Four Seasons Blvd - Unit H13	10/6/2020	10/0/2020	10/6/2020	×
882	ASHE	SC	Hendersonville, NC 28792 Concorde Plaza	9/25/2020	9/25/2020	9/25/2020	x
889	JOPL	DG	2639 East 32nd Street, Ste L-P Joplin, MO 64804 Town and Country Shopping Center	9/25/2020	9/25/2020	9/25/2020	x
890	FAYT	DR	1375 N. Sandhills Blvd. Aberdeen, NC 28315	10/16/2020	10/16/2020	10/16/2020	x
893	ODES	SC	Santa Fe Square 3950 E. 42nd Street Odessa, TX 79762	9/29/2020	9/29/2020	9/29/2020	x
895	NAPL	DR	Granada Shoppes 1000 Immokalee Rd. Naples, FL 34110	9/29/2020	9/29/2020	9/29/2020	x
897	DALL	DR	Waxahachie Marketplace 1700 N. Hwy 77, Suite 166 Waxahachie, TX 75165 Katy Ranch Crossing	10/1/2020	10/1/2020	10/1/2020	x
911	HOUS	DR	24427 Katy Freeway Katy, TX 77494	10/7/2020	10/7/2020	10/7/2020	x
921	LEXI	DR	Woodhill Circle 1555 East New Circle Rd. Lexington, KY 40509 The Centre on Plum Creek	10/9/2020	10/9/2020	10/9/2020	x
0.20	DENV	Bill	774 S Perry St., Ste C Castle Rock, CO 80104	9/25/2020	9/25/2020	9/25/2020	×

BK Time Extension Letter Status							
#	Store	Neg.	Store Address	Extension Letter Received in Google Drive DATE	Extension Letter Added to Scanned Lease Drive DATE	Extension Letter Added to Co-Star FILE Section DATE	1
930	BOON	DG	774 E. King St. Boone, NC 28607	10/2/2020	10/2/2020	10/2/2020	x
000	boon	50	Lady Lake Crossing	10/2/2020	10/2/2020	10/2/2020	~
			486 N. Hwy 27/441				
932	ORLA	SC	Lady Lake, FL 32159 Spectrum Town Center	10/7/2020	10/7/2020	10/7/2020	х
	51105		2570 S. Val Vista Drive Gilbert, AZ 85296	10/10/2020	10/10/2020	10/10/2020	
933	PHOE	DR	Lake View Plaza	10/16/2020	10/16/2020	10/16/2020	×
942	CHIC	Bill	15846 S. La Grange Rd., Space XCA Orland Park, IL 60462	10/27/2020	10/27/2020	10/27/2020	x
0.2	01110	5	Keller Crossing Shopping Center	10/21/2020	10/2//2020	10/2//2020	Ĩ.
946	FORT	SC	1580 Keller Parkway (FM 1709) Keller, TX 76248	10/13/2020	10/13/2020	10/13/2020	x
			Northlake Plaza 2511 Hwy 281, Ste 200				
953	AUST	DG	Marble Falls, TX 78654	10/16/2020	10/16/2020	10/16/2020	х
			Merchant's Square				
		D ."	2188 East 116th St., Ste D-102 Carmel, IN 46032	10/10/2020	10/10/2020	10/10/2020	
964	INDI	Bill	Village Shoppes of Madison	10/16/2020	10/16/2020	10/16/2020	×
981	HUNT	DR	12060 County Line Rd., Ste I Madison, AL 35758	9/30/2020	9/30/2020	9/30/2020	×
501		5.	Paris Towne Center	5,00,2020	5,55,2225	5,50,2020	ľ.
984	PARI	LB	3552 Lamar Ave. Paris, TX 75460	10/8/2020	10/8/2020	10/8/2020	x
			Promenades 3280 Tamiami Trail#530				1
985	PTCH	SC	Port Charlotte, FL 33952	10/16/2020	10/16/2020	10/16/2020	х
			Havasu North 1795 Kiowa Ave				1
1002	LAKH	DR	Lake Havasu City, AZ 86403	9/30/2020	9/30/2020	9/30/2020	х
			Rockwood Plaza 204 South Rockwood Dr., Suite E				
1003	LITT	SC	Cabot, AR 72023 Providence Commons Shopping Center	10/1/2020	10/1/2020	10/1/2020	х
			655 S. Mt. Juliet Rd.	10/11/2020	10/11/2020	10/11/2020	
1009	NASH	LB	Mt. Juliet, TN 37122-6319	10/14/2020	10/14/2020	10/14/2020	x
			Field Club Commons Shopping Center 3332 Wilmington Rd., Unit 1B				
1014	NEWC	DR	New Castle, PA 16105	10/14/2020	10/14/2020	10/14/2020	х
			Village of East Side 6401 Penn Avenue				
1015	PITT	Bill	Pittsburgh, PA 15206	10/14/2020	10/14/2020	10/14/2020	х
			Plaza 410 410 Padre Blvd, Ste 110				
1017	SPID	SC	South Padre Island, TX 78597 Village Crossing	9/30/2020	9/30/2020	9/30/2020	х
			402 MS Hwy 12 W	0 /00 /0000	0/00/0000	0/00/0000	
1027	STVL	SC	Starkville, MS 39759 Rosewood Village Shopping Center	9/29/2020	9/29/2020	9/29/2020	х
1029	BURL	тс	3394 S. Church St. Burlington, NC 27215	10/7/2020	10/7/2020	10/7/2020	v
1028	BURL	TE	Woodcrest Plaza	10/7/2020	10/7/2020	10/7/2020	ŕ
1030	LOSA	Bill	17126 Van Buren Blvd. Riverside, CA 92504	9/29/2020	9/29/2020	9/29/2020	x
			Sheridan Center				
1034	HILT	SC	1 Sherington Drive, Ste A Bluffton, SC 29910	10/5/2020	10/5/2020	10/5/2020	х
			Gulf Breeze Shopping Center 330 Gulf Breeze Pkwy				1
1039	PENS	DG	Gulf Breeze, FL 32561	9/25/2020	9/25/2020	9/25/2020	x
			Sun City Center Plaza 1615 Sun City Center Plaza				
1045	TAMP	SC	Sun City Center, FL 33573	10/7/2020	10/7/2020	10/7/2020	х
			4905 Forest Dr.				
1056	CLMB	A. Gold.	Columbia, SC 29206 Great Bridge Shopping Center	9/25/2020	9/25/2020	9/25/2020	х
	OUDY		237 South Battlefield Blvd., Unit 10	0/20/2020	0/20/2020	0/20/2020	
1062	СНРК	A. Gold.	Chesapeake, VA 23322 Bonita Lakes Crossing	9/28/2020	9/28/2020	9/28/2020	x
1064	MERI	SC	1175 Bonita Lakes Circle Meridian, MS 39301	10/7/2020	10/7/2020	10/7/2020	×
1004	OLE IN	50	Lexington Towne Centre	10/7/2020	10/7/2020	10/7/2020	Ê
1070	CLMB	DR	932 North Lake Dr. Lexington, SC 29072	9/25/2020	9/25/2020	9/25/2020	x
2. 5			Surfwood Plaza			-, -,	
4070	MYRT	TE	240 Hwy 17 North North Myrtle Beach, SC 29582	10/5/2020	10/5/2020	10/5/2020	x
1076			UC Marketplace 3338 Governor Dr.				
1076		LB	San Diego, CA 92122	10/19/2020	10/19/2020	10/19/2020	x
1076	SAND		Del Monte Plaza				
	SAND		6013 S. Virginia St.		10/6/2020	10/6/2020	х
1092	SAND RENO	Bill	6013 S. Virginia St. Reno, NV 89502	10/6/2020			-
1092		Bill		10/6/2020			
1092 1093		Bill	Reno, NV 89502 Uptown Plaza Shopping Center 7517 SE 15th St. Midwest City, OK 73110	10/6/2020	10/1/2020	10/1/2020	x
1092 1093	RENO		Reno, NV 89502 Uptown Plaza Shopping Center 7517 SE 15th St. Midwest City, OK 73110 Gateway Market Center 7885 Martin Luther King Jr. Street North	10/1/2020	10/1/2020		x
1092 1093 1094	RENO		Reno, NV 89502 Uptown Plaza Shopping Center 7517 SE 15th St. Midwest City, OK 73110 Gateway Market Center 7895 Martin Luther King Jr. Street North St. Petersburg, FL 33702-4111			10/1/2020 11/2/2020 (N/A - Exercised Option)	x x
1092 1093 1094 1100	RENO OKLA TAMP	DG Bill	Reno, NV 89502 Uptown Plaza Shopping Center 7517 SE 15th St. Midwest City, OK 73110 Gateway Market Center 7885 Martin Luther King Jr. Street North St. Petersburg, FL 33702-4111 Summit Place Shopping Center 209 - 237 Summit Place Shopping Center	10/1/2020 11/2/2020 (N/A - Exercised Option)	10/1/2020 11/2/2020 (N/A - Exercised Option)	11/2/2020 (N/A - Exercised Option)	x x
1092 1093 1094	RENO OKLA TAMP	DG	Reno, NV 89502 Uptown Plaza Shopping Center 7517 SE 15th St. Midwest City, OK 73110 Gateway Market Center 7895 Mariin Luther King Jr. Street North St. Petersburg, FL 33702-4111 Summit Place Shopping Center	10/1/2020	10/1/2020		x x x

BK Time Extension Letter Status						
# Store	e Neg.	Store Address	Extension Letter Received in Google Drive DATE	Extension Letter Added to Scanned Lease Drive DATE	Extension Letter Added to Co-Star FILE Section DATE	
1103 MYRT	LB	The Market at Murrell's Inlet S/C 736 & 740 Mink Ave Murrells Inlet, SC 29576	10/14/2020	10/14/2020	10/14/2020	x
1106 RCNY	Bill	Panorama Plaza 1601 Penfield Rd. Penfield, NY 14625	10/8/2020	10/8/2020	10/8/2020	v
		Presidio Towne Crossing 2225 Porter Creek Dr.				^
1119 FORT	A. Gold.	Fort Worth, TX 76177 Outer Banks Mall 5050 S. Croatan Hwy	10/2/2020	10/2/2020	10/2/2020	х
1123 NAGS	SC	Nags Head, NC 27959 Oak Creek Factory Outlets	9/29/2020	9/29/2020	9/29/2020	x
1129 SEDO	DR	6657 Hwy 179. Bldg B, Suite 2 Sedona, AZ 86351 Race Street Plaza	9/29/2020	9/29/2020	9/29/2020	x
1141 LITT	TE	2701 East Race Ave Searcy, AR 72143	9/25/2020	9/25/2020	9/25/2020	x
1146 TAOS	SC	Benavides McCarthy Plaza 105 Camino de la Placita Taos, NM 87571 Oro Valley Marketplace	9/28/2020	9/28/2020	9/28/2020	x
1148 TUCS	LB	11835 North Oracle Rd., Ste 133 Oro Valley, AZ 85737	10/15/2020	10/15/2020	10/15/2020	x
1154 TUSC	LB	1695 McFarland Blvd. Unit B Northport, AL 35476-3256	10/8/2020	10/8/2020	10/8/2020	Ţ
		Deerfield Place 13069 Hwy 9N, Suite 2520				^
1156 ATLA	DG	Milton, GA 30004 Suntree Square Shopping Center 7777 N. Wickham Rd., Ste #1	10/19/2020	10/19/2020	10/19/2020	х
1159 MELB	A. Gold.	Melbourne, FL 32940	10/8/2020	10/8/2020	10/8/2020	x
1166 SANF	Bill	2720 Santa Rosa Ave. Santa Rosa, CA 95407 Belle Hall Shopping Center	10/2/2020	10/2/2020	10/2/2020	x
1174 CHAS	A. Gold.	680 Long Point Rd. Mount Pleasant, SC 29464-8216	9/28/2020	9/28/2020	9/28/2020	x
1177 ATLA	LB	Parkaire Landing 4880 Lower Roswell Road Marietta, GA 30068 Village Square II	10/22/2020	10/22/2020	10/22/2020	x
1178 PHOE	Bill	4643 Cactus Road Phoenix, AZ 85032	10/7/2020	10/7/2020	10/7/2020	x
1180 JONE	DR	Highland Square 2008 S. Caraway Rd. Jonesboro, AR 72401	10/9/2020	10/9/2020	10/9/2020	x
		Wichita Falls Shopping Center 4319 Kemp Blvd., Unit B Wichita Falls, TX 76308				
1181 WICF	TE	Cottonwood Corners 10420 Coors Bypass NW., Suite 96 Albuquerque, NM 87114	9/25/2020	9/25/2020	9/25/2020	x
		Cypress Trace 13300 S. Cleveland Ave. Ste 47				Â
1186 FTMY	TE	Fort Myers, FL 33907-3883 Great Hills Station 10225 Research Blvd., Ste 3500	10/8/2020	10/8/2020	10/8/2020	×
1189 AUST	A. Gold.	Austin, TX 78759	9/28/2020	9/28/2020	9/28/2020	x
1192 COCO	A. Gold.	Titus Landing 2420 Washington Ave Titusville, FL 32781	9/25/2020	9/25/2020	9/25/2020	x
1193 DALL	SC	Parker Central Plaza Shopping Center 3304 Central Expressway Plano, TX 75074-2307	9/30/2020	9/30/2020	9/30/2020	x
		Edmond Crossing	5,55,2020	5,55,2525	5,55,2525	Ê
1195 OKLA	LB	24 East 33rd Street Edmond, OK 73013 Park Place II Shopping Center	9/28/2020	9/28/2020	9/28/2020	x
1200 SACR	Bill	4700-4780 Natomas Blvd Sacramento, CA 95835	10/22/2020	10/22/2020	10/22/2020	x
1211 PHOE	Bill	Lake Pleasant Towne Center 10096 West Happy Valley Rd. Peoria, AZ 85281 Southgate Shopping Center	10/9/2020	10/9/2020	10/9/2020	x
1212 LKLN	A. Gold.	2515 South Florida Ave Lakeland, FL 33803	10/22/2020	10/22/2020	10/22/2020	x
1213 COLO	Bill	Powers Pointe 5637 Barnes Rd. Colorado Springs, CO 80917	10/5/2020	10/5/2020	10/5/2020	x
		Shops at Chisholm Trail Ranch 5517 Sierra Springs Lane				ř.
1218 FORT	N/A	Fort Worth, TX 76123 Rancho San Diego Towne Center 2983 Jamacha Rd.	N/A - Post-Petition New	N/A - Post-Petition New	N/A - Post-Petition New	х
1220 SAND	Bill	El Cajon, CA 92019 Rivergate Shopping Center 14151 Steele Creek Rd H200	10/9/2020	10/9/2020	10/9/2020	x
1222 CHAR	DR	Charlotte, NC 28273 Granbury Lakeside Center	10/8/2020	10/8/2020	10/8/2020	х
1225 FORT	SC	1406 E. US Hwy 377 Granbury, TX 76048 The Shoppes at Fox River	9/25/2020	9/25/2020	9/25/2020	x
1231 MILW	DR	1110 West Sunset Sr., Ste 140 Waukesha, WI 53189-8423 Northcross Shopping Center	9/25/2020	9/25/2020	9/25/2020	x
1232 VICT	DG	5217-A N Navarro St Victoria, TX 77904 Plaza 41	10/2/2020	10/2/2020	10/2/2020	x
1235 SIOU	N/A	2721 West 41st Street Sioux Falls, SD 57105	11/2/2020 (N/A - Po Pagetitloof N ew)	11/2/2020 (N/A - Post-Petition New)	11/2/2020 (N/A - Post-Petition New)	х

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							329

Document comparison by Workshare Compare on Monday, November 23, 2020 7:31:55 AM

Input:	
Document 1 ID	netdocuments://4842-1109-0386/1
Description	Tuesday Morning - Motion to Extend Lease Deadline Pursuant to 365(d)(4)(B)(ii) - Post-Filing Order
Document 2 ID	netdocuments://4842-1109-0386/2
Description	Tuesday Morning - Motion to Extend Lease Deadline Pursuant to 365(d)(4)(B)(ii) - Post-Filing Order
Rendering set	Standard

Legend:					
Insertion					
Deletion					
Moved from					
Moved to					
Style change	Style change				
Format change					
Moved deletion					
Inserted cell					
Deleted cell					
Moved cell					
Split/Merged cell					
Padding cell					

Statistics:					
	Count				
Insertions	8				
Deletions	9				
Moved from	0				
Moved to	0				
Style changes	0				
Format changes	0				
Total changes	17				