

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  
Email: jordan.chavez@haynesboone.com

**ATTORNEYS FOR DEBTORS**

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

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

**DEBTORS' EXPEDITED THIRD OMNIBUS MOTION FOR ENTRY OF AN  
ORDER (I) AUTHORIZING THE DEBTORS TO REJECT CERTAIN  
UNEXPIRED NONRESIDENTIAL REAL PROPERTY LEASES RELATED  
TO CLOSING STORES EFFECTIVE AS OF THE SURRENDER DATE,  
(II) ABANDONING PERSONAL PROPERTY, AND  
(III) GRANTING RELATED RELIEF**

**AN EXPEDITED HEARING HAS BEEN REQUESTED ON THIS MATTER  
ON JULY 29, 2020 AT 2:00 P.M. (CT) AT THE EARLE CABELL FEDERAL  
BUILDING, 1100 COMMERCE STREET, 14TH FLOOR, COURTROOM  
NO. 3, DALLAS, TEXAS 75242.**

**IF YOU HAVE RECEIVED THIS MOTION AND ARE A LESSOR OF THE  
DEBTORS, PLEASE REVIEW EXHIBIT B, ATTACHED HERETO, TO  
DETERMINE IF THIS MOTION AFFECTS YOUR RIGHTS  
THEREUNDER.**

---

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

Tuesday Morning Corporation and its debtor affiliates, as debtors and debtors-in-possession in the above-referenced chapter 11 cases (collectively, the “Debtors”) hereby file this *Debtors’ Expedited Third Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to Reject Certain Unexpired Nonresidential Real Property Leases Related to Closing Stores Effective as of the Surrender Date, (II) Abandoning Personal Property, and (III) Granting Related Relief* (the “Motion”). In support of the Motion, the Debtors respectfully state as follows:

### **Jurisdiction and Venue**

1. The United States District Court for the Northern District of Texas (the “District Court”) has jurisdiction over the subject matter of this Motion pursuant to 28 U.S.C. § 1334. The District Court’s jurisdiction has been referred to this Court pursuant to 28 U.S.C. § 157 and the District Court’s Miscellaneous Order No. 33, *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc* dated August 3, 1984. This is a core matter pursuant to 28 U.S.C. § 157(b), which may be heard and finally determined by this Court. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

### **Background**

2. On May 27, 2020 (the “Petition Date”), the Debtors each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) commencing the above captioned jointly administered cases (the “Chapter 11 Cases”). The Debtors continue to manage and operate their businesses as debtors-in-possession pursuant to Bankruptcy Code §§ 1107 and 1108.

3. An official committee of unsecured creditors (the “Committee”) was appointed in these Chapter 11 Cases on June 9, 2020. No trustee or examiner has been requested or appointed in these Chapter 11 Cases.

4. A detailed description of the Debtors and their business is set forth in greater detail in the *Declaration of Barry Folsie in Support of the Debtors' Chapter 11 Petitions and First Day Motions* (the "Folsie Declaration"), which was filed on the Petition Date and is incorporated by reference in this Motion.

5. Pursuant to this Court's Final Store Closing Sales Order<sup>2</sup> [Docket No. 197], the Debtors, by and through their consultant, Great American Group, LLC (the "Consultant"), commenced store closing sales at 133 store locations (the "Stores"). As set forth in detail in the Final Store Closing Sales Order, the Stores related to the non-residential real property leases attached hereto as **Exhibit B** (the "Store Leases") were included as part of the wave 1 store closing sales.

6. The final day of store closing sales related to the Store Leases is unique to each store. The Consultant notified the Debtors of its intent to vacate the Stores (the "Notice to Vacate"). As a result, the Debtors provided a copy of the Notice to Vacate to the landlords of the Stores and the DIP Agent.<sup>3</sup>

7. In conjunction with the store closing sales at the above-referenced locations, the Debtors conducted an analysis of the Store Leases and have determined in their sound business judgment that rejection of the Store Leases is in the best interest of the Debtors' estates and their creditors. As such, the Debtors seek authorization from this Court to reject the Store Leases

---

<sup>2</sup> "Final Store Closing Sales Order" means this Court's *Final Order Granting the Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Assume the Consulting Agreement; (II) Approving Procedures for Store Closing Sales; (III) Approving the Sale of Store Closure Assets Free and Clear of All Liens, Claims and Encumbrances; (IV) Waiving Compliance with Applicable State Laws and Approving Dispute Resolution Procedures; (V) Approving Procedures to Conduct Sales in Additional Closing Stores; and (VI) Granting Related Relief* [Docket No. 197].

<sup>3</sup> "DIP Agent" means JPMorgan Chase Bank, N.A., in its capacity as administrative agent under that certain [Senior Secured Super Priority Debtor-in-Possession Credit Agreement] dated May 27, 2020 between Debtor Tuesday Morning, Inc., as borrower, Guarantors (as defined therein), the DIP Agent, and the lenders party thereto (the "DIP Credit Agreement").

identified on **Exhibit B** attached hereto (the “Rejected Store Leases”). The Debtors sent notices to each of the landlords for the Rejected Store Leases informing the landlords that the Debtors are vacating the premises, surrendering possession, and returning the keys to the premises associated with the Rejected Store Leases (each a “Surrender Notice”).

### **Relief Requested**

8. The Debtors request the entry of an order, substantially in the form attached to the motion as **Exhibit A** (the “Order”) authorizing the Debtors to reject the Store Leases effective as of the later of (i) the date this Motion was filed, or (ii) the date that the Debtors vacate and surrender the premises back to the landlord of each Rejected Store Lease (the “Surrender Date”) and granting related relief. For all Rejected Store Leases listed in **Exhibit B**, the Debtors submit that the Surrender Date is no later than July 31, 2020.

9. The Debtors also request authority, but not direction, to remove or abandon personal property of the Debtors, including, without limitation, equipment, fixtures, furniture, and other personal property that may be located on, or have been installed in, the premises that are the subject of the Rejected Store Leases.

### **Basis for Relief Requested**

10. Bankruptcy Code § 365(a) provides, in pertinent part, as follows: “the trustee, subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a). Rejection under § 365 is generally intended to enable a debtor to relieve itself and the bankruptcy estate from burdensome and unprofitable contracts and leases in order to preserve and maximize the value of the bankruptcy estate. *See Stewart Title Gaur. Co. v. Old Rep. Nat’l Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996) (noting that Bankruptcy Code § 365 “allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been

completely performed.”) (citation omitted). Bankruptcy courts use the business judgment standard to determine whether to approve a lease or contract rejection. *See Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985) (quoting *Grp. of Inst. Inv. v. Chi., Milwaukee, St. Paul & Pac. R.R. Co.*, 318 U.S. 523, 550 (1943) (“It is well established that ‘the question whether a lease should be rejected . . . is one of business judgment.’”).

11. The Debtors have determined, in the sound exercise of their business judgment, that rejecting the Store Leases is in the best interests of the Debtors’ estates and their creditors. Rejection of these Store Leases and closure of the Debtors’ stores at each rejected store location is central to the Debtors’ efforts to maximize the value of the estates. The Rejected Store Leases are not necessary to the Debtors’ business and are a drain on the Debtors’ resources.

12. The Debtors request that the effective date of the Rejected Store Leases be the Surrender Date. There is substantial authority permitting a rejection to the later date of the date the motion seeking rejection is filed and the date the lease space is vacated. *See In re Cafeteria Operators, L.P.*, 299 B.R. 384 (Bankr. N.D. Tex. 2003) (approving rejection of closed restaurants retroactively to the later of the date the motion to reject was filed or the date the leased space was vacated); *In re Amber’s Stores, Inc.*, 193 B.R. 819, 827 (Bankr. N.D. Tex. 1996) (“nothing precludes a bankruptcy court, based on the equities of the case, from approving the trustee’s rejection of a non-residential real property lease retroactively to an earlier date.”); *see also In re At Home Corp.*, 392 F.3d 1064, 1071 (9th Cir. 2004), *cert. denied*, 546 U.S. 814 (2005) (holding that a bankruptcy court, in exercising its equitable powers, may approve the retroactive rejection of a nonresidential real property lease; lease was rejected retroactively to date motion was filed where debtor never had possession of leased premises); *In re Thinking Machs. Corp.*, 67 F.3d 1021, 1028–29 (1st Cir. 1995) (acknowledging that a bankruptcy court “has the equitable power,

in suitable cases, to order a rejection to operate retroactively”); *In re CCI Wireless, LLC*, 279 B.R. 590, 595 (Bankr. D. Colo. 2002), *aff’d*, 297 B.R. 133 (D. Colo. 2003) (holding that retroactive rejection may be allowed when principles of equity so dictate and establishing the rejection effective as of the filing of the motion to reject).

13. Here, the equities weigh in favor of the Court granting the relief requested with respect to the Store Leases. The Debtors sent a Surrender Notice in accordance with the notice provisions in each of the Rejected Store Leases and returned the keys to the premises to the landlords. The Rejected Store Leases are no longer of value to the estates or creditors, and rejection effective as of the Surrender Date will permit the Debtors to avoid paying future rent for the Rejected Store Leases, thereby minimizing the Debtors’ administrative expense obligations.

14. Bankruptcy Code § 554(a) provides that a debtor in possession may abandon, subject to court approval, “property of the estate that . . . is of inconsequential value and benefit to the estate.” 11 U.S.C. § 554(a). Abandonment is appropriate where either (i) the property is burdensome to the estate or (ii) the property is both of inconsequential value and inconsequential benefit to the estate. *See Midlantic Nat’l Bank v. N.J. Dep’t of Env’tl. Prot.*, 474 U.S. 494, 497 (1986). Any personal property proposed to be abandoned in connection with any future rejections of real property leases will primarily consist of fixtures, furniture, advertising displays, and other office and store equipment that is of minimal or no value or benefit to the Debtors’ estates and/or burdensome in that the expenses associated with removal and storage of such property will likely exceed the net proceeds realized from a sale.

15. Further, Federal Rule of Bankruptcy Procedure 6006 allows a debtor to file an omnibus motion to reject multiple executory contracts or unexpired leases. FED. R. BANKR. P. 6006(f). Such an omnibus motion to reject multiple contracts and leases must (1) conspicuously

state the parties subject to the rejection, (2) list such parties alphabetically and identify their contracts or leases, (3) be numbered consecutively with other omnibus motions, and (4) be limited to no more than 100 executory contracts or unexpired leases. *Id.* The Debtors have listed the parties that are subject to this Motion in **Exhibit B** and those parties are listed alphabetically. This Motion is numbered consecutively as the second rejection motion, and less than 100 leases are listed for rejection herein. Therefore, the Debtors submit that they have satisfied the requirements of Federal Rule of Bankruptcy Procedure 6006.

16. This Court and other courts in this district have granted relief similar to the relief sought herein. *See, e.g., In re TPP Acquisition, Inc. d/b/a The Picture People*, Case No. 16-33437 (HDH) (Bankr. N.D. Tex. Sept. 23, 2016); *In re Forest Park Med. Ctr. at Southlake, LLC*, Case No. 16-40273 (RFN) (Bankr. N.D. Tex. Mar. 25, 2017); *In re Centennial Beverage Grp., LLC*, Case No. 12-37901 (BJH) (Bankr. N.D. Tex. Jan. 18, 2013).

17. For the reasons set forth in this Motion, the Debtors respectfully request that this Court authorize the Debtors to reject the Rejected Store Leases and abandon property left on the premises as a sound exercise of the Debtors' business judgment. Rejection is necessary, prudent, and in the best interest of the Debtors, their estates, and their creditors.

### **Notice**

18. Notice of this Motion will be provided to: (i) the Office of the United States Trustee; (ii) the Debtors' secured creditors; (iii) any party whose interests are directly affected by this specific pleading, including but not limited to the landlords of the Rejected Store Leases; (iv) those persons who have formally appeared and requested notice and service in these proceedings pursuant to Bankruptcy Rules 2002 and 3017; (v) counsel for the DIP Agent; (vi) counsel for the Committee; (vii) the list of the 20 largest unsecured creditors of each of the Debtors; and (viii) all

governmental agencies having a regulatory or statutory interest in these cases (collectively, the “Notice Parties”). Based on the urgency of the circumstances surrounding this Motion and the nature of the relief requested herein, the Debtors respectfully submit that no further notice is required.

**Conclusion**

**WHEREFORE**, based on the foregoing, the Debtors respectfully request that the Court (i) grant the Motion, and (ii) grant such other and further relief as is just and proper.

RESPECTFULLY SUBMITTED this 20th day of July, 2020.

**HAYNES AND BOONE, LLP**

By: /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](mailto:ian.peck@haynesboone.com)

Email: [jarom.yates@haynesboone.com](mailto:jarom.yates@haynesboone.com)

Email: [jordan.chavez@haynesboone.com](mailto:jordan.chavez@haynesboone.com)

**ATTORNEYS FOR DEBTORS**

**EXHIBIT A**

**PROPOSED ORDER**

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

In re:	§	Chapter 11
	§	
Tuesday Morning Corporation, <i>et al.</i> , <sup>1</sup>	§	Case No. 20-31476
	§	
Debtors.	§	Jointly Administered

**ORDER GRANTING DEBTORS' EXPEDITED THIRD OMNIBUS  
MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE  
DEBTORS TO REJECT CERTAIN UNEXPIRED NONRESIDENTIAL  
REAL PROPERTY LEASES RELATED TO CLOSING STORES  
EFFECTIVE AS OF THE SURRENDER DATE, (II) ABANDONING  
PERSONAL PROPERTY, AND (III) GRANTING RELATED RELIEF**

Upon the *Debtors' Expedited Third Omnibus Motion for Entry of an Order (I) Authorizing*

---

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

*the Debtors to Reject Certain Unexpired Nonresidential Real Property Leases Related to Closing Stores Effective as of the Surrender Date, (II) Abandoning Personal Property, and (III) Granting Related Relief* (the “Motion”)<sup>2</sup> of Tuesday Morning Corporation, *et al.* (collectively, the “Debtors”); and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc*, Miscellaneous 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.
2. Pursuant to Bankruptcy Code § 365, the leases included on **Exhibit B** (collectively, the “Leases”) shall be deemed rejected effective as of the Surrender Date without further order of the Court and without the need for further action by the Debtors or any other party.
3. Pursuant to Bankruptcy Code § 554, any property remaining on the premises of the Leases as of the Surrender Date shall be deemed abandoned as of the Surrender Date, including,

---

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

without limitation, equipment, fixtures, furniture, and other personal property that may be located on, or have been installed in, the premises that are the subject of the Leases.

4. Nothing in this Order authorizes the Debtors to abandon personal identifying information (which means information which alone or in conjunction with other information identifies an individual, including but not limited to an individual's first name (or initial) and last name, physical address, electronic address, telephone number, social security number, date of birth, government-issued identification number, account number and credit or debit card number (the "PII") of any employee or any customer. Nothing in this Order relieves the Debtors' of their obligation to comply with state or federal privacy and/or identity theft prevention laws and rules with respect to PII.

5. Prior to abandonment of any personal property, the Debtors shall remove or cause to be removed any confidential and/or PII in any of the Debtors' hardware, software, computers, cash registers, or similar equipment which are to be abandoned or otherwise disposed of so as to render the PII unreadable or undecipherable.

6. Notwithstanding any other provision of this Order, (A) the Debtors may not abandon any personal property that is not property of the Debtors or property of the landlord of the location at which such personal property is abandoned, and (B) the Debtors are not authorized to abandon, and are directed to remove, any hazardous materials as defined under applicable law from any leased premises as and to the extent they are required to do so by applicable law.

7. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

### 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](mailto:ian.peck@haynesboone.com)

Email: [jarom.yates@haynesboone.com](mailto:jarom.yates@haynesboone.com)

Email: [jordan.chavez@haynesboone.com](mailto:jordan.chavez@haynesboone.com)

**ATTORNEYS FOR DEBTORS**

**EXHIBIT B****Rejected Store Locations**

<b>Store No.</b>	<b>Counterparty Name</b>	<b>Counterparty Address</b>	<b>Debtor Name</b>	<b>Description of Lease<sup>1</sup></b>	<b>Store Address</b>	<b>Abandoned Property</b>	<b>Rejection Date (Surrender Date)</b>
812	SeaTac Village Shopping Center, LLC	c/o Harsch Investment Properties5003 Pacific Hwy E., Suite 2 Fife WA, 98424 United States	Tuesday Morning, Inc.	Real Property Lease	SeaTac Village Shopping Center 1718 South 320th St. Federal Way, WA 98003	Store signage and misc FFE	7/31/2020
590	SFERS REAL ESTATE CORP, II	9358 North Central Expressway (Dallas) LLCC/O RREEF Asset Manager200 Crescent Court, Suite 560 Atlanta GA, 30326 United States	Tuesday Morning, Inc.	Real Property Lease	Best Buy S/C 9384 N. Central Expressway Dallas, TX 75231	Store signage and misc FFE	7/31/2020
1075	Solon Square, LLC	c/o The Mid-America Managment Corporation1111 Superior Ave.Suite 1100 Cleveland OH, 44114 United States	Tuesday Morning, Inc.	Real Property Lease	Solon Square Shopping Center 33507 Aurora Rd. Solon, OH 44139	Store signage and misc FFE	7/31/2020
636	Southern Cross Shopping, LLC	c/o Griffis/Blessing 102 N. Cascade Ave., Suite 550 Colorado Springs CO, 80903 United States	Tuesday Morning, Inc.	Real Property Lease	Southern Cross Shopping Center 1833 S. Nevada Ave. Colorado Springs, CO 80906	Store signage and misc FFE	7/31/2020
64	SUGARLAND PLAZA LIMITED PARTNERSHIP	C/O COMBINED PROPERTIES, INC.1025 Thomas Jefferson Street NWSuite 700 EastAttn: Legal Department WASHINGTON DC, 20007 United States	Tuesday Morning, Inc.	Real Property Lease	Sugarland Crossing Shopping Center 47100 Community Plaza Suite 138 (Store 60) Sterling, VA 20164	Store signage and misc FFE	7/31/2020
429	Sutherland Building Material Company, LLC	c/o Christopher L. Sutherland, Jr.3008 W. Main Street, Jenks OK, 74037 United States	Tuesday Morning, Inc.	Real Property Lease	2350 N. Maize Rd. Wichita, KS 67205	Store signage and misc FFE	7/31/2020
490	SYNERGY CENTER, LTD., D/B/A PLAZA 183	C/O DANLY PROPERTIES, LTD.11940 JOLLYVILLE ROADSUITE 300-S AUSTIN TX, 78759 United States	Tuesday Morning, Inc.	Real Property Lease	Plaza 183 13450 Research Blvd. Suite 240 Austin, TX 78750	Store signage and misc FFE	7/31/2020
1198	Team Visalia LLC	c/o Kenneth B RossPO Box 570 Napa CA, 94559 United States	Tuesday Morning, Inc.	Real Property Lease	Packwood Creek East 4256 S. Mooney Blvd. Visalia, CA 93277	Store signage and misc FFE	7/31/2020
622	Teton Village, LLC	1820 E. 17th Street, suite 320 Idaho Falls ID, 83404 United States	Tuesday Morning, Inc.	Real Property Lease	Teton Village Plaza 2131 E. 17th Street Idaho Falls, ID 83404	Store signage and misc FFE	7/31/2020
51	THE RAPPAPORT COMPANIES	8405 GREENSBORO DRIVESUITE 830 MCLEAN VA, United States	Tuesday Morning, Inc.	Real Property Lease	ViennaShoppingCenter 136-138 D Maple Avenue West Vienna, VA 22182	Store signage and misc FFE	7/31/2020

<sup>1</sup> The inclusion of a lease on this list does not constitute an admission as to the executory or non-executory nature of the lease, or as to the existence or validity of any claims held by the counterparty or counterparties to such lease.

Store No.	Counterparty Name	Counterparty Address	Debtor Name	Description of Lease <sup>1</sup>	Store Address	Abandoned Property	Rejection Date (Surrender Date)
762	THF Chesterfield Five Development, LLC	c/o THF Management Inc.211 N. Stadium Blvd, Suite 201 Columbia MO, 65203 United States	Tuesday Morning, Inc.	Real Property Lease	Chesterfield Commons Technology Park 17353 Edison Ave. Chesterfield, MO 63005	Store signage and misc FFE	7/31/2020
925	Thompson Burton PLLC	Attn: William W Burton Esq6100 Tower Circle Suite 200 Franklin TN, 37067 United States	Tuesday Morning, Inc.	Real Property Lease	4108 Hillsboro Pike Nashville, TN 37215	Store signage and misc FFE	7/31/2020
1050	Thrivent Financial	Attn: Investment Dept.4321 North Ballard Rd. Appleton WI, 54919 United States	Tuesday Morning, Inc.	Real Property Lease	Warrenton Towne Centre 619 Frost Avenue Warrenton, VA 20186	Store signage and misc FFE	7/31/2020
1210	Tomoka Town Center Phase 1, LLC	c/o Centrecorp Management Service LLLP1135 Town Park Avenue, Suite 2165 Lake Mary FL, 32746 United States	Tuesday Morning, Inc.	Real Property Lease	Tomoka Town Center 1115 Cornerstone Blvd., Suite S Daytona Beach, FL 32117-7100	Store signage and misc FFE	7/31/2020
863	Town East Center, LLC	C/O: Curtin Property Company12321 Metcalf Ave Overland Park KS, 66213 United States	Tuesday Morning, Inc.	Real Property Lease	Town East Center 441 E. Poyntz Ave. Manhattan, KS 66502	Store signage and misc FFE	7/31/2020
1038	Town Square LP	C/O: Drinkard Development, LLC1630 Town Square SW Cullman AL, 35055 United States	Tuesday Morning, Inc.	Real Property Lease	Town Square Shopping Center 1646 Town Square SW Cullman, AL 35055	Store signage and misc FFE	7/31/2020
380	Towson UE, LLC	210 Route 4 EastAttn: Chief Financial Officer Paramus NJ, 7652 United States	Tuesday Morning, Inc.	Real Property Lease	Goucher Commons 803 Goucher Blvd. Towson, MD 21286	Store signage and misc FFE	7/31/2020
581	Turtle Crossing Coral Springs LLC	c/o Avison Young & Ross Realty Investments500 W. Cypress Creek Road, #350 Fort Lauderdale FL, 33309 United States	Tuesday Morning, Inc.	Real Property Lease	Turtle Crossing 4396 N. State Rd 7 Coral Springs, FL 33073	Store signage and misc FFE	7/31/2020
945	UE Mundy Street LP	210 Route 4 EastAttn: Legal Department Paramus NJ, 7652 United States	Tuesday Morning, Inc.	Real Property Lease	Wilkes Barre Commons 3460 Wilkes Barre Blvd Wilkes Barre, PA 18702	Store signage and misc FFE	7/31/2020
273	USRP Willow East, LLC	c/o Regency Centers8044 Montgomery Road, Suite 520Attn: Property Management Cincinnati OH, 45236 United States	Tuesday Morning, Inc.	Real Property Lease	Willow Lake East 2620LakeCircle Dr. Indianapolis, IN 46268	Store signage and misc FFE	7/31/2020
830	ValueRock Aliso Viejo	ValueRock Aliso Viejo LLC c/o Essex Realty Management, Inc. 17744 Sky Park Circle, Suite 100 Irvine, CA 92614	Tuesday Morning, Inc.	Real Property Lease	The Commons At Aliso Town Center 26505 Aliso Creek Rd. Aliso Viejo, CA 92656	Store signage and misc FFE	7/31/2020
1223	Vestar Alderwood Parkway Place, LLC	c/o The Northwestern Mutual Life Insurance Company 720 East Wisconsin Avenue Milwaukee WI, 53202 United States	Tuesday Morning, Inc.	Real Property Lease	Alderwood Parkway Place 19225 Alderwood Mall Pkwy, Suite 110 Lynnwood, WA 98036- 4870	Store signage and misc FFE	7/31/2020

Store No.	Counterparty Name	Counterparty Address	Debtor Name	Description of Lease <sup>1</sup>	Store Address	Abandoned Property	Rejection Date (Surrender Date)
504	Wasa Properties Arapaho Village, LLC	3512 Quentin Road, Suite 200 Brooklyn NY, 11234 United States	Tuesday Morning, Inc.	Real Property Lease	Arapaho Village 819 Arapaho Road Suite 14 Richardson, TX 75080	Store signage and misc FFE	7/31/2020
515	Washington Commons Newco, LLC	c/o Pyramid Management Group, LLCThe Clinton Exchange4 Clinton SquareAttn: General Counsel Syracuse NY,	Tuesday Morning, Inc.	Real Property Lease	Crossgates Commons 161 Washington Avenue Extension Albany, NY 12205	Store signage and misc FFE	7/31/2020
761	Watson Plaza, L.L.C.	c/o G J Grewe Inc639 Gravois Bluffs Blvd, Suite D Fenton MO, 63026 United States	Tuesday Morning, Inc.	Real Property Lease	Watson Plaza Shopping Center 233 Watson Plaza St. Louis, MO 63126	Store signage and misc FFE	7/31/2020
793	WE 60 Plantation LLC	c/o W.E. Property Management LLC 3 Riverway, Suite 1100 Houston TX, 77056 United States	Tuesday Morning, Inc.	Real Property Lease	Plantation Plaza 105 Dixie Dr. Clute, TX 77531	Store signage and misc FFE	7/31/2020
208	Westwood Holdings, LLC	c/o OMNE Partners13340 California Street, Suite 100 Omaha NE, 68154 United States	Tuesday Morning, Inc.	Real Property Lease	Westwood Plaza 12119 West Center Rd. Omaha, NE 68144	Store signage and misc FFE	7/31/2020
511	Wilf Law Firm, LLP	Attn: Legal Notice Castle Ridge Lease w/ Tuesday Morning (MDD)820 Morris Turnpike, Suite 201 Short Hills NJ, 7078 United States	Tuesday Morning, Inc.	Real Property Lease	Castle Ridge Plaza 388 State Rt 10 West East Hanover, NJ 07936	Store signage and misc FFE	7/31/2020
1187	Woodbury Village Shopping Center, LP c/o Cushman & Wakefield U.S. Inc.	3500 Blvd W., Ste. 200 Minneapolis MN, 55431 United States	Tuesday Morning, Inc.	Real Property Lease	Woodbury Village Shopping Center 7150 Valley Creek Plaza, Suite 226 Woodbury, MN 55125	Store signage and misc FFE	7/31/2020
125	WP GENERAL PARTNERSHIP	Attn: Linda M. Bishop10 Brook Street, Suite 205 Asheville NC, 28803 United States	Tuesday Morning, Inc.	Real Property Lease	The Shops At Western Plaza 4553 Kingston Pike Knoxville, TN 37919	Store signage and misc FFE	7/31/2020