

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> , ¹	§	Case No. 20-31476-HDH-11
	§	
Debtors.	§	Jointly Administered

**DEBTORS' NOTICE NO. 6 OF REJECTION OF CERTAIN
EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

**IF YOU HAVE RECEIVED THIS NOTICE AND ARE A LESSOR OF THE
DEBTORS, PLEASE REVIEW SCHEDULE 1, ATTACHED HERETO, TO
LOCATE YOUR NAME AND LEASE AND DETERMINE IF THIS
NOTICE AFFECTS YOUR RIGHTS THEREUNDER.**

PLEASE TAKE NOTICE that on August 5, 2020, the United States Bankruptcy Court
for the Northern District of Texas, Dallas Division (the "Court") entered its *Order*
(I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and

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

Unexpired Leases, and (II) Granting Related Relief (the “Procedures Order”)², a copy of which is attached hereto as **Schedule 2**.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Procedures Order and by this written notice (the “Rejection Notice”), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule 1** attached hereto will be rejected effective as of the date (the “Rejection Date”) set forth in **Schedule 1** (as may be subsequently modified through the filing of an amended Rejection Notice or an amendment to the Rejection Notice, as applicable), or such other date as the Debtors and the counterparty or counterparties to such Contract(s) agree, or as otherwise ordered by the Court.

PLEASE TAKE FURTHER NOTICE that parties seeking to object to the proposed rejection of any of the Contracts must file and serve a written objection so that such objection is filed with the Court and is *actually received* no later than 14 days after the date that the Debtors served this Notice by the following parties: (a) counsel to the Debtors, Haynes and Boone, LLP, 2323 Victory Avenue, Suite 700, Dallas, Texas 75219, Attn: Ian T. Peck, Jarom Yates and Jordan Chavez; (b) the Office of the United States Trustee for the Northern District of Texas, Attn: Nancy Resnick, 1100 Commerce Street, Room 976, Dallas, Texas 75242; (c) counsel for the DIP Agent, Vinson & Elkins, LLP, Attn: William L. Wallander, 2001 Ross Avenue, Suite 3900, Dallas, Texas 75201; and (d) counsel to the Committee, Montgomery McCracken Walker & Rhoads LLP, Attn: David M. Banker, Gilbert R. Saydah and Edward L. Schnitzer, 437 Madison Avenue, New York, New York 10022 and Munsch Hardt Kopf & Harr, P.C., Attn: Deborah M. Perry and Kevin M. Lippman, 500 N. Akard Street, Suite 3800, Dallas, Texas

² Capitalized terms not defined herein shall have the meaning ascribed to them in the Procedures Order.

75201. Only those responses that are timely filed, served, and received will be considered at the hearing.

PLEASE TAKE FURTHER NOTICE that absent an objection being timely filed, the rejection of each Contract shall become effective on the Rejection Date set forth in the Rejection Order, which will incorporate the dates set forth in **Schedule 1** (as may be subsequently modified through the filing of an amended Rejection Notice or an amendment to the Rejection Notice, as applicable), or such other date as the Debtors and the counterparty or counterparties to such Contract(s) agree, or as otherwise ordered by the Court.³ The Rejection Date for a rejection of a lease of nonresidential real property shall not occur until the later of (i) the Rejection Date set forth in the Rejection Notice and (ii) the date the Debtors relinquish control of the premises by notifying the affected landlord in writing of the Debtors' unequivocal surrender of the premises and (A) turning over keys, key codes, and security codes, if any, to the affected landlord or (B) notifying the affected landlord in writing that the keys, keys codes, and security codes, if any, are not available, but the landlord may rekey the leased premises; provided that the Rejection Date for a rejection of a lease of nonresidential real property shall not occur earlier than the date the Debtors filed and served the applicable Rejection Notice. For the avoidance of doubt and notwithstanding anything else contained herein, the Debtors reserve the right to amend, modify, or withdraw this Rejection Notice including, without limitation, by filing a subsequent amended Rejection Notice or an amendment to the Rejection Notice removing any Contract from Schedule 2 at any time and without further order of this Court.

³ An objection to the rejection of any particular Contract listed in this Rejection Notice shall not constitute an objection to the rejection of any other contract or lease listed in this Rejection Notice. Any objection to the rejection of any particular Contract listed in this Rejection Notice must state with specificity the Contract to which it is directed. For each particular Contract whose rejection is not timely or properly objected to, such rejection will be effective in accordance with this Rejection Notice and the Procedures Order.

PLEASE TAKE FURTHER NOTICE that, if an objection to the rejection of any Contract is timely filed and not withdrawn or consensually resolved, the Debtors shall file a notice for a hearing to consider the objection for such Contract(s). If such objection is overruled or withdrawn, such Contract or Contracts shall be rejected as of the Rejection Date set forth in the Rejection Order.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Procedures Order, if the Debtors have deposited monies with a Contract counterparty as a security deposit or other arrangement, the Contract counterparty may not set off or recoup or otherwise use such monies without further order of the Court, unless the Debtors and the counterparty or counterparties to such Contracts otherwise agree.

PLEASE TAKE FURTHER NOTICE that, absent timely objection, any personal property of the Debtors remaining on the leased premises will be deemed abandoned pursuant to Bankruptcy Code § 554, as is, effective as of the Rejection Date. On and after the Rejection Date, Landlords may, in their sole discretion and without further notice or order of this Court, utilize and/or dispose of such abandoned property without liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.

PLEASE TAKE FURTHER NOTICE that, to the extent you wish to assert a claim(s) arising out of rejection of your Contract(s), you must do so by the later of (a) August 28, 2020, the claims bar date established in these Chapter 11 Cases and (b) 30 days after the applicable Rejection Date. **IF YOU FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM BY THE DEADLINE SET FORTH HEREIN, YOU WILL BE, FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (1) ASSERTING SUCH CLAIM AGAINST ANY OF THE DEBTORS AND THEIR CHAPTER 11 ESTATES, (2) VOTING ON ANY CHAPTER 11 PLAN FILED IN THESE CASES ON ACCOUNT**

OF SUCH CLAIM, AND (3) PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.

DATED: August 26, 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

Email: jarom.yates@haynesboone.com

Email: jordan.chavez@haynesboone.com

ATTORNEYS FOR DEBTORS

SCHEDULE 1**Rejected Contracts**

Counterparty	Debtor Counterparty	Description of Contract¹	Abandoned Personal Property	Rejection Date
Asana Partners, LLC Attn: Property Management- Oswego Village 802 Gervais Street, Suite 200 Columbia, SC 29201	Tuesday Morning, Inc.	Store No. 454 Non-Residential Real Property Lease Location: 101 S. State St. Lake Oswego, OR 97034-3965	Store signage and misc. FF&E	08/31/20
Baker Katz 3700 Buffalo Speedway Suite 400 Houston, TX 77098	Tuesday Morning, Inc.	Store No. 951 Non-Residential Real Property Lease Location: 28519 Tomball Pkwy. Tomball, TX 77375- 4545	Store signage and misc. FF&E	08/31/20
Bernard Shaw 3102 Maple Avenue Suite 500 Dallas, TX 75201	Tuesday Morning, Inc.	Store No. 417 Non-Residential Real Property Lease Location: 12817 Preston Rd. Dallas, TX 75230- 7205	Store signage and misc. FF&E	08/31/20
Brad Sanditen 3314 East 51st Street Suite 200 ^a Tulsa, OK 74135	Tuesday Morning, Inc.	Store No. 768 Non-Residential Real Property Lease Location: 816 S. Aspen Ave. Broken Arrow, OK 74012-4803	Store signage and misc. FF&E	08/31/20

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

Counterparty	Debtor Counterparty	Description of Contract ¹	Abandoned Personal Property	Rejection Date
Brixmor Property Group Attn: Vice President of Legal Services 1525 Faraday Avenue Suite 350 DALL-61 Carlsbad, CA 92008	Tuesday Morning, Inc.	Store No. 61 Non-Residential Real Property Lease Location: 3333 Preston Rd. Suite 1300 Frisco, TX 75034-9155	Store signage and misc. FF&E	08/31/20
Brixmor Property Group Attn: VP of Legal Services 1003 Holcomb Woods Parkway Roswell, GA 30076	Tuesday Morning, Inc.	Store No. 1114 Non-Residential Real Property Lease Location: 3772 N. Federal Hwy. Lighthouse Point, FL 33064-6610	Store signage and misc. FF&E	08/31/20
Centre Properties 9333 N Meridian Street Suite 275 Indianapolis, IN 46260	Tuesday Morning, Inc.	Store No. 456 Non-Residential Real Property Lease Location: 8628 E. 96th Street Fishers, IN 46038-9626	Store signage and misc. FF&E	08/31/20
Daniel Burns 24910 John Freemont Rd. Hidden Hills, CA 91302	Tuesday Morning, Inc.	Store No. 1008 Non-Residential Real Property Lease Location: 1500 Court St. Seguin, TX 78155-5267	Store signage and misc. FF&E	08/31/20
Denny Elwell Co. Attn: Blaine Tuttle 2401 SE Tones Dr # 17 Ankeny, IA 50021	Tuesday Morning, Inc.	Store No. 647 Non-Residential Real Property Lease Location: 1802 SE Delaware Ave., Suite 110a Ankeny, IA 50021-5603	Store signage and misc. FF&E	08/31/20

Counterparty	Debtor Counterparty	Description of Contract ¹	Abandoned Personal Property	Rejection Date
Equity One (Florida Portfolio) LLC Attn: Legal Department 1600 N.E. Miami Gardens Drive North Miami Beach, FL 33179	Tuesday Morning, Inc.	Store No. 1229 Non-Residential Real Property Lease Location: 19189 B South Dixie Hwy. Cutler Bay, FL 33157-7705	Store signage and misc. FF&E	08/31/20
Flaum Mgmt Company Inc. 400 Andrews St., Suite 500 Rochester, NY 14604	Tuesday Morning, Inc.	Store No. 1120 Non-Residential Real Property Lease Location: 756 Upper Glen St. Suite 4 Queensbury, NY 12804-2029	Store signage and misc. FF&E	08/31/20
General Manager 10315 Silverdale Way NW Silverdale, WA 98383	Tuesday Morning, Inc.	Store No. 859 Non-Residential Real Property Lease Location: 10300 Silverdale Way NW Silverdale, WA 98383-7990	Store signage and misc. FF&E	08/31/20
GFD Management Inc. Attn: Executive VP 6350 Quadrangle Drive Ste 205 Fayetteville, NC 29305	Tuesday Morning, Inc.	Store No. 695 Non-Residential Real Property Lease Location: 1800 Skibo Rd. Fayetteville, NC 28303-3280	Store signage and misc. FF&E	08/31/20
Hillside Village Attn: General Manager 305 W. FM 1382 Suite 590 Cedar Hill, TX 75104	Tuesday Morning, Inc.	Store No. 954 Non-Residential Real Property Lease Location: 305 W. FM 1382 Suite 548 Cedar Hill, TX 75104-1893	Store signage and misc. FF&E	08/31/20

Counterparty	Debtor Counterparty	Description of Contract ¹	Abandoned Personal Property	Rejection Date
Hilton Realty 902 Carnegie Center, Ste 400 Princeton, NJ 08540	Tuesday Morning, Inc.	Store No. 512 Non-Residential Real Property Lease Location: 1325 US Hwy. 206 Suite 6 Skillman, NJ 08558-1922	Store signage and misc. FF&E	08/31/20
Horizon Marketplace, LLC 8978 Spanish Ridge Suite 101 Las Vegas, NV 89148	Tuesday Morning, Inc.	Store No. 532 Non-Residential Real Property Lease Location: 10624 S. Eastern Ave. Henderson, NV 89052-2983	Store signage and misc. FF&E	08/31/20
J&B Building Company Attn: Matt Landes 8933 E. Union Ave. #216 Greenwood Village, CO 80111	Tuesday Morning, Inc.	Store No. 896 Non-Residential Real Property Lease Location: 560 S. Holly St. Denver, CO 80246-1486	Store signage and misc. FF&E	08/31/20
Kali Sparks 1457 130th Avenue, NE Bellevue, WA 98005	Tuesday Morning, Inc.	Store No. 1201 Non-Residential Real Property Lease Location: 2529 172nd St. NE Marysville, WA 98271-4824	Store signage and misc. FF&E	08/31/20
Kimco Realty Corporation Attn: Rachel Sohlstrom 500 North Broadway Suite 201 Jericho, NY 11753	Tuesday Morning, Inc.	Store No. 763 Non-Residential Real Property Lease Location: 1145 E. Sunset Dr. Bellingham, WA 98226-3563	Store signage and misc. FF&E	08/31/20

Counterparty	Debtor Counterparty	Description of Contract ¹	Abandoned Personal Property	Rejection Date
Kimco Realty Corporation Attn: Lisa Spalt 500 North Broadway Suite 201 Jericho, NY 11753	Tuesday Morning, Inc.	Store No. 1147 Non-Residential Real Property Lease Location: 636 W. Cuthbert Blvd. Haddon Township, NJ 08108-3642	Store signage and misc. FF&E	08/31/20
Kimco Realty Corporation Attn: Justin Lopez 500 North Broadway Suite 201 Jericho, NY 11753	Tuesday Morning, Inc.	Store No. 1230 Non-Residential Real Property Lease Location: 29 Colma Blvd. Colma, CA 94014-3231	Store signage and misc. FF&E	08/31/20
M&J Wilkow Properties, LLC Attn: Marc R. Wilkow 20 South Clark, Suite 3000 Chicago, IL 60603	Tuesday Morning, Inc.	Store No. 330 Non-Residential Real Property Lease Location: 314 S. Towanda Ave. Suite 320 Normal, IL 61761-7606	Store signage and misc. FF&E	08/31/20
Marquita DeLoach Trinity Interests 12740 Hillcrest Road Suite 101 Dallas, TX 75230	Tuesday Morning, Inc.	Store No. 41 Non-Residential Real Property Lease Location: 10233 E. NW Hwy. Dallas, TX 75238-4407	Store signage and misc. FF&E	08/31/20
Maryland Financial Investors, Inc. Attn: Beverly Dobrochowski 2800 Quarry Lake Drive Suite 340 Baltimore, MD 21209	Tuesday Morning, Inc.	Store No. 172 Non-Residential Real Property Lease Location: 9968 York Rd. Cockeysville, MD 21030-3401	Store signage and misc. FF&E	08/31/20

Counterparty	Debtor Counterparty	Description of Contract ¹	Abandoned Personal Property	Rejection Date
Maryland Financial Investors, Inc. Attn: Beverly Dobrochowski 2800 Quarry Lake Drive Suite 340 Baltimore, MD 21209	Tuesday Morning, Inc.	Store No. 267 Non-Residential Real Property Lease Location: 139 Ritchie Hwy. Suite C Severna Park, MD 21146-4127	Store signage and misc. FF&E	08/31/20
Morris Realty Attn: Scott Marcum 113 Hidden Glen Way Dothan, AL 36303	Tuesday Morning, Inc.	Store No. 832 Non-Residential Real Property Lease Location: 1716 Opelika Rd. Auburn, AL 36830-2866	Store signage and misc. FF&E	08/31/20
New Hartford Shopping Center 120 Genesee Street New Hartford, NY 13413	Tuesday Morning, Inc.	Store No. 829 Non-Residential Real Property Lease Location: 43 New Hartford Shopping Center New Hartford, NY 13413-2144	Store signage and misc. FF&E	08/31/20
Pacifica Enterprises Attn.: Dario De Luca 5505 Cancha De Golf Rancho Santa Fe, CA 92091	Tuesday Morning, Inc.	Store No. 1157 Non-Residential Real Property Lease Location: 760 Sycamore Ave. Suite B Vista, CA 92083-7905	Store signage and misc. FF&E	08/31/20
Peterson Properties, LLC Attn: Louis Kawesch 2325 San Pedro NE #2A Albuquerque, NM 87110	Tuesday Morning, Inc.	Store No. 787 Non-Residential Real Property Lease Location: 3030 E. Main St. Farmington, NM 87402-7636	Store signage and misc. FF&E	08/31/20

Counterparty	Debtor Counterparty	Description of Contract ¹	Abandoned Personal Property	Rejection Date
Prestige Properties & Development Co., Inc. Attn: Eric Shalem 546 Fifth Ave. New York, NY 10036	Tuesday Morning, Inc.	Store No. 1051 Non-Residential Real Property Lease Location: 3180 Middle Country Rd. Lake Grove, NY 11755-2237	Store signage and misc. FF&E	08/31/20
Real Estate Manager 3200 N Central Ave. Suite 1170 Phoenix, AZ 85012	Tuesday Morning, Inc.	Store No. 158 Non-Residential Real Property Lease Location: 7000 E. Shea Blvd. Suite 120 Scottsdale, AZ 85254-6196	Store signage and misc. FF&E	08/31/20
Reed's of Columbus 2013 Highway 45 North Columbus, MS 39705	Tuesday Morning, Inc.	Store No. 923 Non-Residential Real Property Lease Location: 2003 Hwy 45 N. Columbus, MS 39705-2239	Store signage and misc. FF&E	08/31/20
Retail Property Group, Inc. Royal Palm Plaza, Suite 200 Boca Raton, FL 33432	Tuesday Morning, Inc.	Store No. 662 Non-Residential Real Property Lease Location: 1855 S. Federal Hwy. Unit 508 Delray Beach, FL 33483-3323	Store signage and misc. FF&E	08/31/20
Rubenstein Real Estate Co. 6310 Overland Park, Ste. 220 Overland Park, KS 66202	Tuesday Morning, Inc.	Store No. 1077 Non-Residential Real Property Lease Location: 2220-2230 N. Perkins Rd. Stillwater, OK 74075-3076	Store signage and misc. FF&E	08/31/20

Counterparty	Debtor Counterparty	Description of Contract ¹	Abandoned Personal Property	Rejection Date
SITE Centers Corp. Attn: General Counsel 3300 Enterprise Parkway Beachwood, OH 44122	Tuesday Morning, Inc.	Store No. 422 Non-Residential Real Property Lease Location: 863 E. Lancaster Ave. Downingtown, PA 19335-3327	Store signage and misc. FF&E	08/31/20
Stirling Properties LLC Attn: Ashlee White 109 Northpark Blvd, Ste 300 Covington, LA 70433	Tuesday Morning, Inc.	Store No. 1188 Non-Residential Real Property Lease Location: 1600 State Hwy. K O'Fallon, MO 63366-3900	Store signage and misc. FF&E	08/31/20
Susan Rogers 15280 Addison Road Suite 301 Addison, TX 75001	Tuesday Morning, Inc.	Store No. 356 Non-Residential Real Property Lease Location: 2231 E. Southlake Blvd. Southlake, TX 76092-6601	Store signage and misc. FF&E	08/31/20
The Kenmore Group, LLC Attn: Saf Sarich 2835 N. Sheffield Ave. Suite 403 Chicago, IL 60657	Tuesday Morning, Inc.	Store No. 1059 Non-Residential Real Property Lease Location: 690 Westfield Wy. Pewaukee, WI 53072-6915	Store signage and misc. FF&E	08/31/20
Timberhill Shopping Center Attn: Manager 2359 NW Kings Blvd. Corvallis, OR 97330	Tuesday Morning, Inc.	Store No. 1133 Non-Residential Real Property Lease Location: 2355 NW Kings Blvd. Corvallis, OR 97330-3986	Store signage and misc. FF&E	08/31/20

Counterparty	Debtor Counterparty	Description of Contract ¹	Abandoned Personal Property	Rejection Date
Tony Tannourji 916 Fountain Springs Lane Glendora, CA 91741	Tuesday Morning, Inc.	Store No. 972 Non-Residential Real Property Lease Location: 816 Dixieland Rd. Harlingen, TX 78552-5905	Store signage and misc. FF&E	08/31/20
Triyar Management of Texas 12300 North Freeway Suite 208 Houston, TX 77060	Tuesday Morning, Inc.	Store No. 36 Non-Residential Real Property Lease Location: 9741 FM 1960 Bypass E Humble, TX 77338-4067	Store signage and misc. FF&E	08/31/20
Voya Investment Management LLC Attn: Mortgage Asset Mgmt. 5780 Powers Ferry Rd. NW Suite 300 Atlanta, GA 30327	Tuesday Morning, Inc.	Store No. 493 Non-Residential Real Property Lease Location: 400 E. Expwy. 83 McAllen, TX 78503-1620	Store signage and misc. FF&E	08/31/20
White Realty Attn: Becky Mink 416 Bearden Rd. Knoxville, TN 37919	Tuesday Morning, Inc.	Store No. 509 Non-Residential Real Property Lease Location: 1125 Kingston Pike Knoxville, TN 37922-3918	Store signage and misc. FF&E	08/31/20

SCHEDULE 2

Copy of Procedures Order

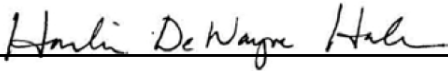


CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.



Signed August 4, 2020

United States Bankruptcy Judge

**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> , ¹	§	Case No. 20-31476-HDH-11
	§	
Debtors.	§	Jointly Administered

**ORDER (I) AUTHORIZING AND APPROVING PROCEDURES TO
REJECT OR ASSUME EXECUTORY CONTRACTS AND
UNEXPIRED LEASES, (II) ABANDONING PROPERTY AT REJECTED
PREMISES, AND (III) GRANTING RELATED RELIEF**

Upon the *Debtors' Motion for Entry of an Order (I) Authorizing and Approving
Procedures to Reject or Assume Executory Contracts and Unexpired Leases, (II) Abandoning*

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

Property at Rejected Premises, and (III) Granting Related Relief (the “Motion”), 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. The following Rejection Procedures are approved in connection with rejecting Contracts:

a. **Rejection Notice.** The Debtors shall file a notice in the form attached hereto as **Exhibit A** (the “Rejection Notice”) to reject a Contract or Contracts pursuant to Bankruptcy Code § 365, which Rejection Notice shall set forth, *inter alia*: (i) the Contract or Contracts to be rejected; (ii) the names and addresses of the counterparties to such Contracts and their counsel, if known; (iii) the effective date of the rejection for each Contract (the “Rejection Date”); (iv) if any such Contract is a lease, the personal property to be abandoned, if any (the “Abandoned Property”); and (v) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below). The Rejection Notice may list multiple Contracts; *provided* that the number of counterparties to Contracts listed on the Rejection Notice shall be no more than 100.

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

b. **Service of Rejection Notice.** The Debtors will cause the Rejection Notice to be served (i) by overnight delivery service and electronic mail upon the Contract counterparties affected by the Rejection Notice at the notice address provided in the applicable Contract (and their counsel, if known) and all parties who may have any interest in any Abandoned Property, and (ii) by first class mail, email, or fax upon: (a) the Office of the United States Trustee for the Northern District of Texas, Attn: Nancy Resnick; (b) the holders of the 20 largest unsecured claims against each of the Debtors; (c) counsel for the DIP Agent,³ Vinson & Elkins, LLP, Attn: William L. Wallander and Bradley Foxman, 2001 Ross Avenue, Suite 3900, Dallas, Texas 75201 (d) counsel for the Committee, Montgomery McCracken Walker & Rhoads LLP, Attn: David M. Banker, Gilbert R. Saydah and Edward L. Schnitzer, 437 Madison Avenue, New York, New York 10022 and Munsch Hardt Kopf & Harr, P.C., Attn: Deborah M. Perry and Kevin M. Lippman, 500 N. Akard Street, Suite 3800, Dallas, Texas 75201; (e) the Internal Revenue Service; (f) the office of the attorneys general for the states in which the Debtors operate; and (g) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the “Service Parties”).

c. **Objection Procedures.** Parties objecting to a proposed rejection must file and serve a written objection so that such objection is filed with the Court and **actually received** by the following parties (collectively, the “Objection Service Parties”) no later than 14 calendar days after the date the Debtors serve the applicable Rejection Notice (the “Rejection Objection Deadline”): (a) counsel for the Debtors, Haynes and Boone, LLP, 2323 Victory Avenue, Suite 700, Dallas, Texas 75219, Attn: Ian T. Peck, Jarom J. Yates and Jordan E. Chavez; (b) the Office of the United States Trustee for the Northern District of Texas, Attn: Nancy Resnick, 1100 Commerce Street, Room 976, Dallas, Texas 75242; (c) counsel for the DIP Agent, Vinson & Elkins, LLP, Attn: William L. Wallander and Bradley Foxman, 2001 Ross Avenue, Suite 3900, Dallas, Texas 75201; and (d) counsel for the Committee, Montgomery McCracken Walker & Rhoads LLP, Attn: David M. Banker, Gilbert R. Saydah and Edward L. Schnitzer, 437 Madison Avenue, New York, New York 10022 and Munsch Hardt Kopf & Harr, P.C., Attn: Deborah M. Perry and Kevin M. Lippman, 500 N. Akard Street, Suite 3800, Dallas, Texas 75201.

d. **No Objection.** If no objection to the rejection of any Contract is timely filed, Debtors may submit a form of Rejection Order in substantially the form attached hereto as **Exhibit C**. If no objection is received, the Rejection Date for each Contract listed in the applicable Rejection Notice shall be the applicable Rejection Date set forth in the Rejection Notice or such other date as the Debtors and the counterparty or counterparties to such Contract(s) agree; *provided* that the Rejection Date for a rejection of a lease of nonresidential real property shall not occur until the later of (i) the Rejection Date set forth in the Rejection Notice and (ii) the date the Debtors relinquish control of the premises by notifying the affected landlord in writing of the Debtors’ unequivocal surrender of the premises and (A) turning over keys, key codes, and security codes, if any, to the affected landlord or (B) notifying the affected landlord in writing that the keys,

³ “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”).

keys codes, and security codes, if any, are not available, but the landlord may rekey the leased premises; *provided* that the Rejection Date for a rejection of a lease of nonresidential real property shall not occur earlier than the date the Debtors filed and served the applicable Rejection Notice.

e. **Unresolved Objections.** If an objection to the rejection of any Contract(s) listed in the applicable Rejection Notice is timely filed and not withdrawn or consensually resolved, the Debtors shall file a notice for a hearing to be held on not less than 14 days' notice to the applicable Contract counterparty to consider the objection for the Contract(s) to which such objection relates. If such objection is overruled or withdrawn, Debtors may submit a Rejection Order to the Court for entry and such Contract(s) shall be rejected as of (a) the applicable Rejection Date set forth in the Rejection Notice and on the Rejection Order, (b) such other date as the Debtors and the counterparty or counterparties to such Contract(s) agree, or (c) such other date as the Court may so order.

f. **No Application of Security Deposits.** If the Debtors have deposited monies with a Contract counterparty as a security deposit or other arrangement, such Contract counterparty may not setoff, recoup, or otherwise use such monies without further order of the Court, unless the Debtors and the counterparty or counterparties to such Contract(s) otherwise agree.

g. **Abandoned Property.** The Debtors are authorized, but not directed, at any time on or before the applicable Rejection Date, to remove or abandon any of the Debtors' personal property that may be located on the Debtors' leased premises that are subject to a rejected Contract. If the Debtors decide to abandon any personal property, the Debtors shall generally describe the abandoned personal property in the Rejection Notice. Absent a timely objection, any property remaining on the leased premises will be deemed abandoned pursuant to Bankruptcy Code § 554, as is, effective as of the Rejection Date. For the avoidance of doubt, any and all property located on the Debtors' leased premises on the Rejection Date of the applicable lease of nonresidential real property shall be deemed abandoned pursuant to Bankruptcy Code § 554, as is, effective as of the Rejection Date. The landlords may, in their sole discretion and without further notice or order of this Court, utilize and/or dispose of such property without notice or liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.

h. **Proofs of Claim.** Claims arising out of the rejection of Contracts, if any, must be filed on or before the later of (i) the deadline for filing proofs of claim established in these Chapter 11 Cases, and (ii) 30 days after the later of (A) the Rejection Date, if no objection is filed and (B) the date of entry of the Rejection Order. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on such a claim that may be made in connection with these Chapter 11 Cases. Landlords shall be permitted to apply security deposits being held to offset their Proofs of Claim.

3. The following Assumption Procedures are approved in connection with assuming, and assuming and assigning Contracts:

a. **Assumption Notice.** The Debtors shall file a notice in the form attached hereto as **Exhibit B** (the “Assumption Notice”) to assume a Contract or Contracts pursuant to Bankruptcy Code § 365, which shall set forth, among other things: (i) the Contract or Contracts to be assumed; (ii) the names and addresses of the counterparties to such Contracts and their counsel, if known; (iii) the identity of the proposed assignee of such Contracts (the “Assignee”), if applicable, and their counsel, if known; (iv) the effective date of the assumption for each such Contract (the “Assumption Date”); (v) the proposed cure amount, if any for each such Contract; (vi) a description of any material amendments to the Contract made outside of the ordinary course of business; (vii) for shopping center leases, the Assignee’s proposed use of the premises, and (viii) the deadlines and procedures for filing objections to the Assumption Notice (as set forth below). The Assumption Notice may list multiple Contracts; *provided* that the number of counterparties to Contracts listed on the Assumption Notice shall be limited to no more than 100.

b. **Service of Assumption Notice and Evidence of Adequate Assurance.** The Debtors will cause the Assumption Notice to be served (i) by overnight delivery service upon the Contract counterparties affected by the Assumption Notice at the address set forth in the notice provision of the applicable Contract (and via email on their counsel, if known) and (ii) by first class mail, email, or fax upon the Service Parties. To the extent the Debtors seek to assume and assign a lease of non-residential real property, the Debtors will cause evidence of adequate assurance of future performance to be served with the Assumption Notice by overnight delivery service upon the Contract counterparties affected by the Assumption Notice at the address set forth in the notice provision of the applicable Contract (and their counsel, if known, by electronic mail).

c. **Objection Procedures.** Parties objecting to a proposed assumption and assignment, as applicable, must file and serve a written objection so that such objection is filed with the Court and actually received by the Objection Service Parties no later than 14 calendar days after the date the Debtors serve the relevant Assumption Notice (the “Assumption Objection Deadline”).

d. **No Objection.** If no objection to the assumption of any Contract is timely filed, Debtors may submit an Assumption Order, substantially in the form set forth in **Exhibit D** hereto, to the Court for entry, and each Contract shall be assumed as of the Assumption Date set forth in the applicable Assumption Order, which shall provide that the Contract is assumed as of the date set forth in the Assumption Notice and Order and each Contract shall be assumed as of the Assumption Date set forth in the applicable Assumption Notice or such other date as the Debtors and the counterparty or counterparties to such Contract(s) agree and the proposed cure amount shall be binding on all counterparties to such Contract and no amount in excess thereof shall be paid for cure purposes; *provided* that the Assumption Date for a lease of nonresidential real property shall not occur earlier than the date the Debtors filed and served the applicable Assumption Notice.

e. **Unresolved Objections.** If an objection to the assumption of any Contract(s) is timely filed and not withdrawn or consensually resolved, the Debtors shall file a notice for a hearing to be held on not less than 14 days’ notice to the applicable Contract counterparty to consider the objection for the Contract(s) to which such objection relates. The Debtors may adjourn the hearing to a later date from time to time upon filing an

amended notice of hearing. If such objection is overruled or withdrawn, the Debtors may submit an Assumption Order to the Court for entry, which will provide that such Contract(s) is assumed as of the Assumption Date set forth in the Assumption Notice or such other date as the Debtors and the counterparty or counterparties to such Contract(s) agree.

4. In addition to the Rejection and Assumption Procedures set forth and approved above, the Debtors shall file proposed orders for approval and entry by this Court of any such assumptions, assumptions and assignments, or rejections of Contracts. All proposed rejection orders shall contain the Texas Attorney General Bankruptcy & Collections Divisions' requested language stating that the Debtors will not abandon any personal property containing personal identifying information ("PII"): "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 may 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, and are directed to remove, on or before the Surrender Date, 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 landlords may, in their sole discretion and without further notice or order of this Court, utilize and/or dispose of any abandoned property without liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.

8. With regard to Contracts to be assigned, pursuant to Bankruptcy Code §§ 105(a) and 363(f), the assignment of any Contract shall: (a) be free and clear of (i) all liens (and any liens shall attach to the proceeds in the same order and priority subject to all existing defenses, claims, setoffs, and rights), provided, however, that any such assignment shall not be free and clear of any accrued but unbilled or not due rent and charges under a lease of non-residential real property including adjustments, reconciliations and indemnity obligations, liability for which shall be assumed by the Debtors or the applicable Assignee, as agreed by and among the Debtors and the applicable Assignee and (ii) any and all claims (as that term is defined in Bankruptcy Code § 101(5), obligations, demands, guarantees of or by the Debtors, debts, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, claims, and encumbrances that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the interest of any Debtor or Assignee, as the case may be, in the Contract(s) (but only in connection with the assignment by the Debtor to the Assignee)), other than those held by a counterparty to the Contract, and (b) constitutes a legal, valid, and effective transfer of such Contract(s) and vests the applicable Assignee with all rights, titles, and interests to the applicable Contract(s). For the avoidance of doubt, all provisions of the

applicable assigned Contract, including any provision limiting assignment, shall be binding on the applicable Assignee.

9. Subject to the other provisions of this Order (including the aforementioned Assumption Procedures), and provided that the Debtors comply with Bankruptcy Code § 365(b) and (f), the Debtors are hereby authorized in accordance with Bankruptcy Code § 365(b) and (f) to assume and assign to any Assignee the applicable Contracts with any applicable Assignee being responsible only for the post-assignment liabilities or defaults under the applicable Contracts except as otherwise provided for in this Order and execute and deliver to any applicable Assignee such assignment documents as may be reasonably necessary to sell, assign, and transfer any such Contract. Nothing in this Order shall relieve the Debtors of any requirement to cure all defaults under any such assumed and assigned Contract or to provide adequate assurance of future performance under such assumed and assigned Contract. For the avoidance of doubt, post-assignment liabilities include any and all obligations arising under an assigned lease that are billed after the lease is assigned, regardless of the date the obligation was actually incurred by the landlord, including but not limited to accrued and unpaid property tax obligations and common area maintenance reconciliations.

10. The Debtors' right to assert that any provisions in the Contract that expressly or effectively restrict, prohibit, condition, or limit the assignment of or the effectiveness of such Contract to an Assignee are unenforceable anti-assignment or *ipso facto* clauses is fully reserved.

11. Approval of the Contract Procedures and this Order does not prevent the Debtors from seeking to reject or assume a Contract by separate motion or pursuant to a plan of reorganization/liquidation.

12. Notwithstanding anything to the contrary contained herein, nothing in this Order modifies the requirements imposed on all interested parties under the *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] or the Order Granting Debtors' Motion for Entry of an Order Authorizing Contingent Sale Procedures in Adherence to the DIP Financing Milestones [Docket No. 413].

13. Notwithstanding anything to the contrary herein, no assumption, assumption and assignment or rejection by the Debtors constitutes authorization for the use of cash collateral or debtor-in-possession financing. Any payments, including the payment of cure costs, authorized to be made pursuant to any assumption, assumption and assignment, or rejection contemplated by this Motion shall be made only to the extent authorized under the cash collateral and debtor-in-possession financing order approved by the Court in effect as of the time such payment is to be made (together with any approved budgets in connection therewith, the "DIP Order"), and such payments shall be subject to the terms, conditions, limitations, and requirements of the DIP Order in all respects.

14. Unless otherwise ordered by the Court, the 14-day stay required of any assignment of any Contract pursuant to Bankruptcy Rule 6006(d) is hereby waived.

15. All rights and defenses of the Debtors and Contract counterparties are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a Contract rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to

subsequently assert that any particular Contract is expired or terminated and is no longer an executory contract or unexpired lease, respectively.

16. Notwithstanding anything to the contrary, nothing in this Order shall permit the assumption/rejection period to extend longer than the effective date of the plan, and, for non-residential real property leases, beyond the period set forth in Bankruptcy Code § 365(d)(4).

17. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Bankruptcy Rules are satisfied by such notice.

18. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

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

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
Email: jordan.chavez@haynesboone.com

ATTORNEYS FOR DEBTORS