

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

Form S-8

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

TUESDAY MORNING CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation
or organization)

75-2398532
(I.R.S. Employer Identification No.)

6250 LBJ Freeway, Dallas, Texas 75240
(Address of Principal Executive Offices and Zip Code)

Restricted Stock Unit Award Agreement (Time Based)
Restricted Stock Unit Award Agreement (Performance Based)
(Full title of the plans)

Bridgett C. Zeterberg
Executive Vice President, Human Resources, General Counsel and Corporate Secretary
6250 LBJ Freeway
Dallas, Texas 75240
(Name and address of agent for service)

(972) 387-3562
(Telephone number, including area code, of agent for service)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>		Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	(Do not check if a smaller reporting company)	Smaller reporting company	<input checked="" type="checkbox"/>
			Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial standards provided pursuant to Section 13(a) of the Exchange Act.

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered (1)	Proposed Maximum Offering Price per Share (4)	Proposed Maximum Aggregate Offering Price (4)	Amount of Registration Fee
Common Stock, par value \$0.01 per share	1,538,462(2)	\$ 3.30	\$ 5,076,924.60	\$ 553.89
Common Stock, par value \$0.01 per share	1,230,769(3)	\$ 3.30	\$ 4,061,537.70	\$ 443.11

- (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement shall also cover any additional shares of the Registrant's common stock that become issuable under the Inducement Time Based Restricted Stock Unit Award and the Inducement Performance Based Restricted Stock Unit Award (each as defined below), by reason of any stock dividend, stock split, recapitalization or other similar transaction that increases the number of the outstanding shares of the Registrant's common stock.
- (2) Represents 1,538,462 shares of the Registrant's common stock issuable under an inducement time based restricted stock unit award granted by the Registrant to Mr. Fred Hand, the Registrant's Chief Executive Officer (the "Inducement Time Based Restricted Stock Unit Award").
- (3) Represents 1,230,769 shares of the Registrant's common stock issuable under an inducement performance based restricted stock unit award granted by the Registrant to Mr. Fred Hand, the Registrant's Chief Executive Officer (the "Inducement Performance Based Restricted Stock Unit Award").
- (4) The proposed maximum offering price per share and the proposed maximum aggregate offering price have been estimated solely for the purpose of calculating the registration fee pursuant to paragraphs (c) and (h)(1) of Rule 457 promulgated under the Securities Act and are based upon the

average of the high and low prices of the Registrant's common stock reported on the OTCQX on May 12, 2021.

EXPLANATORY STATEMENT

This registration statement on Form S-8 (this “Registration Statement”) of Tuesday Morning Corporation (the “Registrant”), relates to (i) 1,538,462 shares of common stock, par value \$0.01 per share (the “Common Stock”), which are issuable upon vesting and settlement of time based restricted stock units, and (ii) 1,230,769 shares of Common Stock, which are issuable upon the vesting and settlement of performance based restricted stock units, in each case, granted to Mr. Fred Hand and approved by the Board of Directors of the Registrant on May 19, 2021, as an inducement material to Mr. Hand’s acceptance of employment with the Registrant as Chief Executive Officer.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

As permitted by the rules of the Securities and Exchange Commission (the “Commission”), this Registration Statement omits the information specified in Part I of Form S-8. The documents containing the information specified in Part I of this Registration Statement will be sent or given to Mr. Fred Hand as specified in Rule 428(b)(1) promulgated under the Securities Act of 1933, as amended (the “Securities Act”). Such documents are not being filed with the Commission either as part of this Registration Statement or as part of any prospectuses or prospectus supplements filed pursuant to Rule 424 promulgated under the Securities Act. These documents and the documents incorporated by reference into this Registration Statement pursuant to Item 3 of Part II of this form, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The Registrant hereby incorporates by reference the following documents (other than the portions of those documents furnished or otherwise not deemed to be filed) filed with the Commission:

- (a) [the Registrant’s Annual Report on Form 10-K for the year ended June 30, 2020, filed on September 14, 2020;](#)
- (b) [the Registrant’s Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2020, filed on November 6, 2020;](#)
- (c) [the Registrant’s Quarterly Report on Form 10-Q for the quarterly period ended December 31, 2020, filed on February 5, 2021;](#)
- (d) [the Registrant’s Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2021, filed on April 29, 2021;](#)
- (e) the Registrant’s Current Reports on Form 8-K, filed on [July 13, 2020](#), [November 5, 2020](#), [November 19, 2020](#), [December 11, 2020](#), [December 28, 2020](#), [January 4, 2021](#), [January 8, 2021](#), [January 19, 2021](#), [February 16, 2021](#), [March 31, 2021](#), [May 6, 2021](#), and [May 18, 2021](#); and
- (f) [the description of the Registrant’s common stock, par value \\$0.01 per share, contained in Item 1 of the Registrant’s Registration Statement on Form 8-A, filed on April 21, 1999, including any amendment or report filed for the purpose of updating such description.](#)

All documents subsequently filed (other than the portions of those documents furnished or otherwise not deemed to be filed) by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended, prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents.

Any statement contained herein or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such earlier statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law (the "DGCL") provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. Section 145 of the DGCL further provides that a corporation similarly may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Delaware Court of Chancery or such other court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Delaware Court of Chancery or such other court shall deem proper.

Section 145 of the DGCL also provides that a corporation has the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability under this section.

Article Eight of the Registrant's Amended and Restated Certificate of Incorporation (effective as of December 31, 2020) provides that, to the fullest extent permitted by the DGCL, as the same exists or may be amended, a director of the Registrant is not liable to the Registrant or its stockholders for monetary damages for a breach of fiduciary duty as a director.

Article V of the Amended and Restated Bylaws of the Registrant (effective as of December 31, 2021) (the “Bylaws”) provides, among other things, that each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he, or a person of whom he is the legal representative, is or was a director or officer, of the Registrant or is or was serving at the request of the Registrant as a director, officer, employee, fiduciary, or agent of another corporation or of a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless by the Registrant to the fullest extent not prohibited by the DGCL, as the same exists or may be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Registrant to provide broader indemnification rights than the DGCL permitted the Registrant to provide prior to such amendment) against all judgments, fines, penalties, amounts paid or to be paid in settlement, expense, liability and loss (including attorneys’ fees actually and reasonably incurred by such person in connection with such proceeding) and such indemnification inures to the benefit of the person’s heirs, executors and administrators; provided, however, that, subject to certain exceptions, the Registrant shall indemnify any such person seeking indemnification in connection with a proceeding initiated by such person only if such proceeding was authorized by the Board of Directors of the Registrant. The right to indemnification conferred in Article V is a contract right and, subject to certain exceptions, includes the right to be paid by the Registrant the expenses incurred in defending any such proceeding in advance of its final disposition.

Article V of the Bylaws also provides that the Registrant may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a director, officer, employee, fiduciary, or agent of the Registrant or was serving at the request of the Registrant as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, whether or not the Registrant would have the power to indemnify such person against such liability under Article V of the Bylaws.

The Registrant has entered into indemnification agreements with its directors and executive officers. The indemnification agreement supplements and clarifies existing indemnification provisions of the Registrant’s Amended and Restated Certificate of Incorporation and Bylaws and, in general, provides for indemnification to the fullest extent not prohibited by the DGCL, subject to the terms and conditions provided in the indemnification agreement. The indemnification agreement also establishes processes and procedures for indemnification claims, advancement of expenses and costs and other determinations with respect to indemnification.

The Registrant also maintains a directors’ and officers’ liability insurance policy insuring its directors and officers against certain losses resulting from certain acts committed by them in their capacities as directors and officers of the Registrant.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit No.	Description
<u>4.1</u>	<u>Amended and Restated Certificate of Incorporation of the Registrant (incorporated by reference to Exhibit 3.1 to the Registrant’s Current Report on Form 8-K filed with the Commission on January 4, 2021)</u>
<u>4.2</u>	<u>Amended and Restated Bylaws of the Registrant (incorporated by reference to Exhibit 3.2 to the Registrant’s Current Report on Form 8-K filed with the Commission on January 4, 2021)</u>
<u>4.3*</u>	<u>Form of Restricted Stock Unit Award Agreement (Time Based), by and between Fred Hand and the Company</u>
<u>4.4*</u>	<u>Form of Restricted Stock Unit Award Agreement (Performance Based), by and between Fred Hand and the Company</u>
<u>5.1*</u>	<u>Opinion of Kirkland & Ellis LLP</u>
<u>23.1*</u>	<u>Consent of Ernst & Young LLP</u>
<u>23.2*</u>	<u>Consent of Kirkland & Ellis LLP (included in Exhibit 5.1)</u>
<u>24.1*</u>	<u>Powers of Attorney (included in the signature page to this Registration Statement)</u>

* Each document marked with an asterisk is filed herewith.

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for the purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, hereunto duly authorized, in the City of Dallas, State of Texas, on this 19th day of May, 2021.

TUESDAY MORNING CORPORATION

By: /s/ Fred Hand
Fred Hand
Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Fred Hand and Bridgett C. Zeterberg, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the date indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Fred Hand</u> Fred Hand	Chief Executive Officer (Principal Executive Officer) and Director	May 19, 2021
<u>/s/ Brian T. Vaclavik</u> Brian T. Vaclavik	Interim Chief Financial Officer and Chief Accounting Officer (Principal Financial Officer and Principal Accounting Officer)	May 19, 2021
<u>/s/ Sherry M. Smith</u> Sherry M. Smith	Chairperson of the Board	May 19, 2021
<u>/s/ Anthony F. Crudele</u> Anthony F. Crudele	Director	May 19, 2021
<u>/s/ Douglas J. Dossey</u> Douglas J. Dossey	Director	May 19, 2021
<u>/s/ Frank M. Hamlin</u> Frank M. Hamlin	Director	May 19, 2021

/s/ W. Paul Jones
W. Paul Jones

Director

May 19, 2021

/s/ John H. Lewis
John H. Lewis

Director

May 19, 2021

/s/ Reuben E. Slone
Reuben E. Slone

Director

May 19, 2021

/s/ Richard S Willis
Richard S Willis

Director

May 19, 2021

**FORM OF RESTRICTED STOCK UNIT AWARD AGREEMENT
(Time Based)**

This **RESTRICTED STOCK UNIT AWARD AGREEMENT** (this “**Agreement**”) is entered into by and between Tuesday Morning Corporation, a Delaware corporation (the “**Company**”), and Fred Hand (the “**Participant**”) effective as of May __, 2021 (the “**Date of Grant**”). The Awarded Units are being granted solely pursuant to this Agreement and not pursuant to the Tuesday Morning Corporation 2014 Long-Term Incentive Plan, as amended (the “**Plan**”), or any other equity incentive plan of the Company. Capitalized terms not otherwise defined in this Agreement, however, shall have the meanings given to such terms in the Plan, which is attached hereto as Exhibit A.

WHEREAS, the Company desires to grant to the Participant the Awarded Units (as defined below) as an inducement material to the Participant’s entry into employment with the Company within the meaning of Nasdaq Listing Rule 5635(c)(4), subject to the terms and conditions hereof and the Plan (despite the Awarded Units not being granted under the Plan);

WHEREAS, the Compensation Committee (the “**Committee**”) of the Company’s Board of Directors has recommended to the Board of Directors (the “**Board**”) and the Board has approved this grant of the Awarded Units; and

WHEREAS, the Participant desires to have the opportunity to acquire shares of the Company’s common stock, par value \$0.01 per share (“**Common Stock**”), upon the vesting of the Awarded Units, subject to the terms and conditions of this Agreement and the Plan, the terms of which are incorporated by reference herein in their entirety;

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements contained herein, and 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:

1. **Grant of Restricted Stock Units.** Effective as of the Date of Grant, the Company shall grant to the Participant an award of 1,538,462 Restricted Stock Units (the “**Awarded Units**”), which may be converted into the number of shares of Common Stock equal to the number of Restricted Stock Units, subject to the terms and conditions provided in this Agreement and the Plan. Each Awarded Unit shall be a notional share of Common Stock, with the value of each Awarded Unit being equal to the Fair Market Value of a share of Common Stock at any time. In accepting the award of the Awarded Units set forth in this Agreement, the Participant accepts and agrees to be bound by all the terms and conditions of the Plan and this Agreement.
 2. **Definitions.** For purposes of this Agreement, the following terms have the meanings indicated below:
 - (a) “**Cause**” has the meaning set forth in the Employment Agreement.
 - (b) “**Employment Agreement**” means that certain Employment Agreement, dated as of May 4, 2021, by and between the Company and the Participant.
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(c) “**Good Reason**” has the meaning set forth in the Employment Agreement.

3. **Vesting.** Subject to the provisions hereof and the provisions of the Plan, the Awarded Units will vest as follows:

- (a) *Generally.* Awarded Units that have become vested pursuant to the terms of this Section 3 are collectively referred to herein as “**Vested RSUs**.” All other Awarded Units are collectively referred to herein as “**Unvested RSUs**.” Except as specifically provided in this Agreement and subject to certain restrictions and conditions set forth in the Plan, the Awarded Units shall vest as follows: 1/3 of the Awarded Units shall vest on each of the first, second, and third anniversaries of the Date of Grant; provided that the Participant has not incurred a Termination of Service prior to the applicable vesting date. If the Participant incurs a Termination of Service before a vesting date then, except as otherwise specified in Section 3(b) or 3(c), all then Unvested RSUs shall be forfeited and automatically cancelled for no consideration. Upon such forfeiture, all of the Participant’s rights with respect to the forfeited Unvested RSUs shall cease and terminate, without any further obligations on the part of the Company.
- (b) *Termination without Cause; Death or Total and Permanent Disability.* Notwithstanding Section 3(a), if the Participant incurs a Termination of Service (i) by the Company without Cause or (ii) due to the Participant’s death or Total and Permanent Disability, in each case, prior to a vesting date provided in Section 3(a), then all Unvested RSUs shall immediately become Vested RSUs on the date of such Termination of Service.
- (c) *Change in Control.* Notwithstanding Section 3(a), if (i) a Change in Control occurs prior to the date of the Participant’s Termination of Service and (ii) the Participant incurs a Termination of Service during the one-year period commencing on the date that the Change in Control occurred, either (A) by the Company without Cause or (B) by the Participant for Good Reason, then all Unvested RSUs shall immediately become Vested RSUs on the date of such Termination of Service by the Company without Cause or by the Participant for Good Reason.
- (d) *Forfeiture Upon Violation of Restrictive Covenants.* Notwithstanding anything to the contrary contained herein, in the event the Participant fails to comply with any confidentiality, noncompetition, or nonsolicitation covenants made by Participant in favor of the Company and its Subsidiaries, including, without limitation, those contained in the Employment Agreement (collectively, the “**Restrictive Covenants**”) that is materially harmful to the Company, then (i) the Participant shall forfeit all of the Participant’s Unvested RSUs, and all of the Participant’s rights with respect to the forfeited Unvested RSUs shall cease and terminate, without any further obligations on the part of the Company, and (ii) any Vested RSUs that have not yet been converted into shares of Common Stock and delivered to the Participant in accordance with Section 4 shall be immediately forfeited and this Agreement (other than the provisions of this Section 3(d)) will terminate on the date of such violation.

4. **Conversion of Awarded Units.** Subject to the provisions of the Plan and this Agreement, upon the vesting of Awarded Units, or as soon as practicable following vesting, and in no event, later than 60 days after the vesting of Awarded Units, the Company shall settle the Vested RSUs in the number of whole shares of Common Stock equal to the number of Vested RSUs and shall deliver to the Participant (or, in the event of the Participant's Death or Total and Permanent Disability, his or her personal representative), if requested by the Participant (or, if applicable, his or her personal representative) as described in Section 6.4(a) of the Plan, the Company shall cause to be delivered to the Participant (or, if applicable, his or her personal representative) a stock certificate representing such shares of Common Stock, and such Common Stock shall thereafter be transferable by the Participant (except to the extent that any proposed transfer would, in the opinion of counsel satisfactory to the Company, constitute a violation of applicable securities law).
5. **Capital Adjustments and Reorganizations.** The existence of the Awarded Units shall not affect in any way the right or power of the Company or its stockholders to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, engage in any merger or consolidation, issue any debt or equity securities, dissolve or liquidate, or sell, lease, exchange or otherwise dispose of all or any part of its assets or business, or engage in any other corporate act or proceeding.
6. **No Fractional Shares.** All provisions of this Agreement concern whole shares of Common Stock. If the application of any provision hereunder would yield a fractional share, such fractional share shall be rounded down to the next whole share if it is less than 0.5 and rounded up to the next whole share if it is 0.5 or more.
7. **Not an Employment Agreement.** This Agreement is not an employment or service agreement, and no provision of this Agreement shall be construed or interpreted to create an employment or service relationship between the Participant and the Company or guarantee the right to continue in the employment of the Company or a Subsidiary for any specified term or limit the Company's authority to terminate the Participant's employment.
8. **Limit of Liability.** Under no circumstances will the Company or an Affiliate be liable for any indirect, incidental, consequential, or special damages (including lost profits or taxes) of any form incurred by any person, whether or not foreseeable and regardless of the form of the act in which such a claim may be brought, with respect to the Plan, this Agreement, or the Awarded Units.
9. **Notices.** Any notice, instruction, authorization, request, or demand required hereunder shall be in writing, and shall be delivered either by personal delivery, telegram, telex, telecopy, or similar facsimile means, by certified or registered mail, return receipt requested, or by courier or delivery service, addressed to the Company at the Company's principal business office address and to the Participant at the Participant's residential address as shown in the records of the Company, or at such other address and number as a party shall have previously designated by written notice given to the other party in the manner hereinabove set forth. Notices shall be deemed given when received, if sent by facsimile means (confirmation of such receipt by confirmed facsimile transmission being deemed receipt of communications sent by facsimile means); and when delivered (or upon the date of attempted delivery where delivery is refused), if hand-delivered, sent by express courier or delivery service, or sent by certified or registered mail, return receipt requested.

10. **Amendment and Waiver.** Except as otherwise provided herein or in the Plan, or as necessary to implement the provisions of the Plan, this Agreement may be amended, modified, or superseded only by written instrument executed, or an electronic agreement agreed to, by the Company and the Participant. Only a written instrument executed and delivered by, or an electronic agreement agreed to by, the party waiving compliance hereof shall waive any of the terms or conditions of this Agreement. Any waiver granted by the Company shall be effective only if executed and delivered by a duly authorized director or officer of the Company other than the Participant. The failure of any party at any time or times to require performance of any provisions hereof shall in no manner effect the right to enforce the same. No waiver by any party of any term or condition, or the breach of any term or condition contained in this Agreement, in one or more instances, shall be construed as a continuing waiver of any such condition or breach, a waiver of any other condition, or the breach of any other term or condition.
11. **Governing Law and Severability.** The validity, construction, and performance of this Agreement shall be governed by the laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. The invalidity of any provision of this Agreement shall not affect any other provision of this Agreement, which shall remain in full force and effect.
12. **Successors and Assigns.** Subject to the limitations that this Agreement imposes upon the transferability of the Awarded Units granted hereby, this Agreement shall bind, be enforceable by and inure to the benefit of the Company and its successors and assigns, and to the Participant, the Participant's permitted assigns and upon the Participant's death, the Participant's estate and beneficiaries thereof (whether by will or the laws of descent and distribution), executors, administrators, agents, legal and personal representatives.
13. **Miscellaneous.** The Awarded Units are being granted solely pursuant to this Agreement and not pursuant to the Plan. Without limiting the foregoing, except as otherwise specifically provided herein, the terms and conditions of the Plan as amended as of the Date of Grant, except for Article 5 of the Plan, are incorporated herein and made a part hereof.
14. **Section 409A; Six Month Delay.** It is the intent of the Participant and the Company that this Agreement and all payments and benefits to Participant hereunder be exempt from, or comply with, the requirements of Section 409A of the Code so that none of the Awarded Units provided under this Agreement or shares of Common Stock issuable thereunder will be subject to the additional tax imposed under Section 409A of the Code, and any ambiguities herein will be interpreted to be so exempt or so comply. Notwithstanding anything herein to the contrary, in the case of a conversion of Awarded Units and distribution of shares of Common Stock in accordance with Section 4 on account of any Termination of Service (other than death), if the Participant is a "specified employee" as defined in § 1.409A-1(i) of the final regulations under Section 409A of the Code, then solely to the extent required under Section 409A of the Code, a distribution of the number of such shares to the Participant (determined after application of the withholding requirements set forth in Section 15 below) shall not occur until the date which is six months following the date of the Participant's Termination of Service (or, if earlier, the date of the Participant's death). It is intended that each conversion and settlement of shares of Common Stock to be delivered under this Agreement shall be treated as a separate payment for purposes of Section 409A of the Code.

15. **Tax Withholding.** The Company or, if applicable, any Subsidiary (for purposes of this Section 15, the term “**Company**” shall be deemed to include any applicable Subsidiary), shall be entitled to deduct from other compensation payable to the Participant any sums required by federal, state or local tax law to be withheld with respect to the vesting of the Awarded Units under this Agreement. Alternatively, the Company may require the Participant to pay such sums for taxes directly to the Company in cash or by check within one day after the vesting date. Such payments shall be required to be made when requested by the Company and may be required to be made prior to the delivery of any certificate representing shares of Common Stock, if such certificate is requested by the Participant (or, if applicable, his personal representative) in writing in accordance with procedures established by the Committee. Such payment may be made by (a) the delivery of cash to the Company in an amount that equals or exceeds (to avoid the issuance of fractional shares under clause (c) below) the required tax withholding obligations of the Company; (b) if the Company, in its sole discretion, so consents in writing, the actual delivery by the Participant to the Company of shares of Common Stock that the Participant has not acquired from the Company within six months prior thereto, which shares so delivered have an aggregate Fair Market Value that equals or exceeds (to avoid the issuance of fractional shares under clause (c) below) the required tax withholding payment; (c) if the Company so consents in writing, the Company’s withholding of a number of shares to be delivered upon the vesting of the Awarded Units, which shares so withheld have an aggregate Fair Market Value that equals (but does not exceed) the required tax withholding payment; or (d) any combination of the methods set forth in clause (a), (b), or (c).
16. **Limitation on Excess Parachute Payments.** Notwithstanding any other provision in this Agreement to the contrary, any payment or benefit received or to be received by the Participant in connection with a Change in Control or the termination of employment (whether payable under the terms of this Agreement or any other plan, arrangement or agreement with the Company (collectively, the “**Payments**”) that would constitute a “parachute payment” within the meaning of Section 280G of the Code, shall be reduced to the extent necessary so that no portion thereof shall be subject to the excise tax imposed by Section 4999 of the Code (the “**Excise Tax**”), but only if, by reason of such reduction, the net after-tax benefit received by the Participant shall exceed the net after-tax benefit that would be received by the Participant if no such reduction was made.
17. **Acceptance.** The Participant, by his or her acceptance of the Awarded Units, agrees to be bound by all of the terms and conditions of this Agreement, including, without limitation, the provisions of the Plan.

18. ***Affirmation of Restrictive Covenants.*** The Participant hereby re-affirms and ratifies all the Restrictive Covenants and acknowledges the Restrictive Covenants are independent and continuing obligations of the Participant. The Participant acknowledges that the Participant's ratification of the Restrictive Covenants is a material inducement to the Company to enter into this Agreement and to perform its obligations hereunder and that the Awarded Units would not be granted to the Participant if the Participant did not affirm the Participant's obligations to abide by the Restrictive Covenants (it being understood, however, that the ratification in this Section 18 shall in no event be construed to imply that the terms of the Restrictive Covenants are not now in full force and effect).
19. ***Disclaimer of Reliance.*** Except for the specific representations expressly made by the Company in this Agreement, the Participant specifically disclaims that the Participant is relying upon or has relied upon any communications, promises, statement, inducements or representation(s) that may have been made, oral or written regarding the subject matter of this Agreement. The Participant represents that the Participant relied solely and only on the Participant's own judgment in making the decision to enter into this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement, or have caused this Agreement to be duly executed and delivered on their behalf.

TUESDAY MORNING CORPORATION

By: _____

Name:

Title:

Fred Hand

Date: _____

SIGNATURE PAGE
TO
RESTRICTED STOCK UNIT AWARD AGREEMENT
(TIME BASED)

EXHIBIT A

FORM OF RESTRICTED STOCK UNIT AWARD AGREEMENT
(Performance Based)

This **RESTRICTED STOCK UNIT AWARD AGREEMENT** (this “**Agreement**”) is entered into by and between Tuesday Morning Corporation, a Delaware corporation (the “**Company**”), and Fred Hand (the “**Participant**”) effective as of May __, 2021 (the “**Date of Grant**”). The Awarded Units are being granted solely pursuant to this Agreement and not pursuant to the Tuesday Morning Corporation 2014 Long-Term Incentive Plan, as amended (the “**Plan**”), or any other equity incentive plan of the Company. Capitalized terms not otherwise defined in this Agreement, however, shall have the meanings given to such terms in the Plan, which is attached hereto as Exhibit A.

WHEREAS, the Company desires to grant to the Participant the Awarded Units (as defined below) as an inducement material to the Participant’s entry into employment with the Company within the meaning of Nasdaq Listing Rule 5635(c)(4), subject to the terms and conditions hereof and the Plan (despite the Awarded Units not being granted under the Plan);

WHEREAS, the Compensation Committee (the “**Committee**”) of the Company’s Board of Directors has recommended to the Board of Directors (the “**Board**”) and the Board has approved this grant of the Awarded Units; and

WHEREAS, the Participant desires to have the opportunity to acquire shares of the Company’s common stock, par value \$0.01 per share (“**Common Stock**”), upon the vesting of the Awarded Units, subject to the terms and conditions of this Agreement and the Plan, the terms of which are incorporated by reference herein in their entirety;

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements contained herein, and 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:

1. **Grant of Restricted Stock Units.** Effective as of the Date of Grant, the Company shall grant to the Participant an award of 1,230,769 Restricted Stock Units (the “**Awarded Units**”), which may be converted into the number of shares of Common Stock equal to the number of Restricted Stock Units, subject to the terms and conditions provided in this Agreement and the Plan. Each Awarded Unit shall be a notional share of Common Stock, with the value of each Awarded Unit being equal to the Fair Market Value of a share of Common Stock at any time. In accepting the award of the Awarded Units set forth in this Agreement, the Participant accepts and agrees to be bound by all the terms and conditions of the Plan and this Agreement.
 2. **Definitions.** For purposes of this Agreement, the following terms have the meanings indicated below:
 - (a) “**Cause**” has the meaning set forth in the Employment Agreement.
 - (b) “**Employment Agreement**” means that certain Employment Agreement, dated as of May 4, 2021, by and between the Company and the Participant.
-

3. **Vesting.** Subject to the provisions hereof and the provisions of the Plan, the Awarded Units will vest as follows:

- (a) *Generally.* Awarded Units shall be subject to both time and performance vesting conditions and will only be fully vested when both the time vesting and performance vesting conditions have been satisfied in accordance with the terms of this Section 3. Awarded Units that have become fully vested are collectively referred to herein as “**Vested RSUs.**” All other Awarded Units are collectively referred to herein as “**Unvested RSUs.**”
- (i) *Time Vesting.* Except as specifically provided in this Agreement and subject to certain restrictions and conditions set forth in the Plan, the Awarded Units shall time vest as follows, with an equal amount of Tranche A Units, Tranche B Units and Tranche C Units (each as defined below) time vesting on each such date; provided that the Participant has not incurred a Termination of Service prior to the applicable vesting date:

Date	Percentage of Awarded Units that Time Vest
36-month anniversary of the Date of Grant	20%
42-month anniversary of the Date of Grant	30%
48-month anniversary of the Date of Grant	40%
54-month anniversary of the Date of Grant	5%
60-month anniversary of the Date of Grant	5%

- (ii) *Performance Vesting.* The Awarded Units shall be divided into three equal tranches, referred to hereunder as “**Tranche A Units,**” “**Tranche B Units,**” and “**Tranche C Units.**” Each tranche of the Awarded Units will performance vest if the Fair Market Value of a share of Common Stock equals or exceeds the applicable threshold set forth below for a period of 30 consecutive trading days (as determined by the Committee in accordance with the definition of Fair Market Value) during the period commencing on the Date of Grant and ending on the 60-month anniversary of the Date of Grant:

Tranche	Applicable Threshold
Tranche A Units	\$ 6.00
Tranche B Units	\$ 9.00
Tranche C Units	\$ 12.00

In the event that any dividend or other distribution (whether in the form of cash, Common Stock, other securities, or other property), recapitalization, stock split, reverse stock split, rights offering, reorganization, merger, consolidation, split-up, spin-off, split-off, combination, subdivision, repurchase, or exchange of Common Stock or other securities of the Company, issuance of warrants or other rights to purchase Common Stock or other securities of the Company, or other similar corporate transaction or event affects the fair value of the Awarded Units, then the Committee may equitably adjust the performance vesting thresholds to the extent the Committee deems necessary to prevent enlargement or dilution of the Participant’s rights with respect to the Awarded Units.

- (b) *Termination of Service.*
- (i) *Termination of Service for Cause; Tranche A Not Satisfied.* If (A) the Participant incurs a Termination of Service by the Company for Cause or (B) the Tranche A Units have not performance vested as of the Participant's Termination of Service for any reason other than Cause, then all Unvested RSUs shall be forfeited and automatically cancelled for no consideration. Upon such forfeiture, all of the Participant's rights with respect to the forfeited Awarded Units shall cease and terminate, without any further obligations on the part of the Company.
- (ii) *Other Terminations of Service.* If the Participant incurs a Termination of Service for any reason other than as set forth in Section 3(b)(i), then (A) any Awarded Units that have not time-vested as of such Termination of Service shall be forfeited and automatically cancelled for no consideration; and (B) any Awarded Units that have time-vested but remain Unvested RSUs as of the date of such Termination of Services shall continue to be eligible to performance vest under the terms of Section 3(a)(ii) until the 60-month anniversary of the Date of Grant, at which point any then Unvested RSUs shall be forfeited and automatically cancelled for no consideration. Upon any such forfeiture, all of the Participant's rights with respect to the forfeited Unvested RSUs shall cease and terminate, without any further obligations on the part of the Company.
- (c) *Change in Control.* Notwithstanding Section 3(a), if a Change in Control occurs prior to the date of the Participant's Termination of Service, then (i) all Awarded Units that have not time-vested as of the date of the consummation of such Change in Control (the "**Change in Control Date**") shall immediately become time vested on the Change in Control Date, (ii) all Awarded Units that have not performance-vested as of the Change in Control Date will performance vest on the Change in Control Date if the fair market value of the consideration received in respect of a share of Common Stock in connection with, or the fair market value of a share of Common Stock implied by, such Change in Control (as determined by the Committee in its good faith discretion) equals or exceeds the applicable threshold for such tranche set forth in Section 3(a)(ii), and (iii) all then Unvested RSUs (after taking into account any vesting under clauses (i) and (ii)) shall be forfeited and automatically cancelled for no consideration, and all of Participant's rights with respect to the forfeited Unvested RSUs shall cease and terminate, without any further obligations on the part of the Company.

- (d) *Forfeiture Upon Violation of Restrictive Covenants.* Notwithstanding anything to the contrary contained herein, in the event the Participant fails to comply with any confidentiality, noncompetition, or nonsolicitation covenants made by Participant in favor of the Company and its Subsidiaries, including, without limitation, those contained in the Employment Agreement (collectively, the “**Restrictive Covenants**”) that is materially harmful to the Company, then (i) the Participant shall forfeit all of the Participant’s Unvested RSUs, and all of the Participant’s rights with respect to the forfeited Unvested RSUs shall cease and terminate, without any further obligations on the part of the Company, and (ii) any Vested RSUs that have not yet been converted into shares of Common Stock and delivered to the Participant in accordance with Section 4 shall be immediately forfeited and this Agreement (other than the provisions of this Section 3(d)) will terminate on the date of such violation.
4. *Conversion of Awarded Units.* Subject to the provisions of the Plan and this Agreement, upon or as soon as practicable following the date that any Awarded Units become Vested RSUs, and in no event, later than 60 days after such date, the Company shall settle the Vested RSUs in the number of whole shares of Common Stock equal to the number of Vested RSUs and shall deliver to the Participant (or, in the event of the Participant’s Death or Total and Permanent Disability, his or her personal representative), if requested by the Participant (or, if applicable, his or her personal representative) as described in Section 6.4(a) of the Plan, the Company shall cause to be delivered to the Participant (or, if applicable, his or her personal representative) a stock certificate representing such shares of Common Stock, and such Common Stock shall thereafter be transferable by the Participant (except to the extent that any proposed transfer would, in the opinion of counsel satisfactory to the Company, constitute a violation of applicable securities law).
5. *Capital Adjustments and Reorganizations.* The existence of the Awarded Units shall not affect in any way the right or power of the Company or its stockholders to make or authorize any adjustment, recapitalization, reorganization or other change in the Company’s capital structure or its business, engage in any merger or consolidation, issue any debt or equity securities, dissolve or liquidate, or sell, lease, exchange or otherwise dispose of all or any part of its assets or business, or engage in any other corporate act or proceeding.
6. *No Fractional Shares.* All provisions of this Agreement concern whole shares of Common Stock. If the application of any provision hereunder would yield a fractional share, such fractional share shall be rounded down to the next whole share if it is less than 0.5 and rounded up to the next whole share if it is 0.5 or more.
7. *Not an Employment Agreement.* This Agreement is not an employment or service agreement, and no provision of this Agreement shall be construed or interpreted to create an employment or service relationship between the Participant and the Company or guarantee the right to continue in the employment of the Company or a Subsidiary for any specified term or limit the Company’s authority to terminate the Participant’s employment.

8. **Limit of Liability.** Under no circumstances will the Company or an Affiliate be liable for any indirect, incidental, consequential, or special damages (including lost profits or taxes) of any form incurred by any person, whether or not foreseeable and regardless of the form of the act in which such a claim may be brought, with respect to the Plan, this Agreement, or the Awarded Units.
9. **Notices.** Any notice, instruction, authorization, request, or demand required hereunder shall be in writing, and shall be delivered either by personal delivery, telegram, telex, telecopy, or similar facsimile means, by certified or registered mail, return receipt requested, or by courier or delivery service, addressed to the Company at the Company's principal business office address and to the Participant at the Participant's residential address as shown in the records of the Company, or at such other address and number as a party shall have previously designated by written notice given to the other party in the manner hereinabove set forth. Notices shall be deemed given when received, if sent by facsimile means (confirmation of such receipt by confirmed facsimile transmission being deemed receipt of communications sent by facsimile means); and when delivered (or upon the date of attempted delivery where delivery is refused), if hand-delivered, sent by express courier or delivery service, or sent by certified or registered mail, return receipt requested.
10. **Amendment and Waiver.** Except as otherwise provided herein or in the Plan, or as necessary to implement the provisions of the Plan, this Agreement may be amended, modified, or superseded only by written instrument executed, or an electronic agreement agreed to, by the Company and the Participant. Only a written instrument executed and delivered by, or an electronic agreement agreed to by, the party waiving compliance hereof shall waive any of the terms or conditions of this Agreement. Any waiver granted by the Company shall be effective only if executed and delivered by a duly authorized director or officer of the Company other than the Participant. The failure of any party at any time or times to require performance of any provisions hereof shall in no manner effect the right to enforce the same. No waiver by any party of any term or condition, or the breach of any term or condition contained in this Agreement, in one or more instances, shall be construed as a continuing waiver of any such condition or breach, a waiver of any other condition, or the breach of any other term or condition.
11. **Governing Law and Severability.** The validity, construction, and performance of this Agreement shall be governed by the laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. The invalidity of any provision of this Agreement shall not affect any other provision of this Agreement, which shall remain in full force and effect.
12. **Successors and Assigns.** Subject to the limitations that this Agreement imposes upon the transferability of the Awarded Units granted hereby, this Agreement shall bind, be enforceable by and inure to the benefit of the Company and its successors and assigns, and to the Participant, the Participant's permitted assigns and upon the Participant's death, the Participant's estate and beneficiaries thereof (whether by will or the laws of descent and distribution), executors, administrators, agents, legal and personal representatives.

13. **Miscellaneous.** The Awarded Units are being granted solely pursuant to this Agreement and not pursuant to the Plan. Without limiting the foregoing, except as otherwise specifically provided herein, the terms and conditions of the Plan as amended as of the Date of Grant, except for Article 5 of the Plan, are incorporated herein and made a part hereof.
14. **Section 409A; Six Month Delay.** It is the intent of the Participant and the Company that this Agreement and all payments and benefits to Participant hereunder be exempt from, or comply with, the requirements of Section 409A of the Code so that none of the Awarded Units provided under this Agreement or shares of Common Stock issuable thereunder will be subject to the additional tax imposed under Section 409A of the Code, and any ambiguities herein will be interpreted to be so exempt or so comply. Notwithstanding anything herein to the contrary, in the case of a conversion of Awarded Units and distribution of shares of Common Stock in accordance with Section 4 on account of any Termination of Service (other than death), if the Participant is a “specified employee” as defined in § 1.409A-1(i) of the final regulations under Section 409A of the Code, then solely to the extent required under Section 409A of the Code, a distribution of the number of such shares to the Participant (determined after application of the withholding requirements set forth in Section 15 below) shall not occur until the date which is six months following the date of the Participant’s Termination of Service (or, if earlier, the date of the Participant’s death). It is intended that each conversion and settlement of shares of Common Stock to be delivered under this Agreement shall be treated as a separate payment for purposes of Section 409A of the Code.
15. **Tax Withholding.** The Company or, if applicable, any Subsidiary (for purposes of this Section 15, the term “**Company**” shall be deemed to include any applicable Subsidiary), shall be entitled to deduct from other compensation payable to the Participant any sums required by federal, state or local tax law to be withheld with respect to the vesting of the Awarded Units under this Agreement. Alternatively, the Company may require the Participant to pay such sums for taxes directly to the Company in cash or by check within one day after the vesting date. Such payments shall be required to be made when requested by the Company and may be required to be made prior to the delivery of any certificate representing shares of Common Stock, if such certificate is requested by the Participant (or, if applicable, his personal representative) in writing in accordance with procedures established by the Committee. Such payment may be made by (a) the delivery of cash to the Company in an amount that equals or exceeds (to avoid the issuance of fractional shares under clause (c) below) the required tax withholding obligations of the Company; (b) if the Company, in its sole discretion, so consents in writing, the actual delivery by the Participant to the Company of shares of Common Stock that the Participant has not acquired from the Company within six months prior thereto, which shares so delivered have an aggregate Fair Market Value that equals or exceeds (to avoid the issuance of fractional shares under clause (c) below) the required tax withholding payment; (c) if the Company so consents in writing, the Company’s withholding of a number of shares to be delivered upon the vesting of the Awarded Units, which shares so withheld have an aggregate Fair Market Value that equals (but does not exceed) the required tax withholding payment; or (d) any combination of the methods set forth in clause (a), (b), or (c).

16. **Limitation on Excess Parachute Payments.** Notwithstanding any other provision in this Agreement to the contrary, any payment or benefit received or to be received by the Participant in connection with a Change in Control or the termination of employment (whether payable under the terms of this Agreement or any other plan, arrangement or agreement with the Company (collectively, the “**Payments**”) that would constitute a “parachute payment” within the meaning of Section 280G of the Code, shall be reduced to the extent necessary so that no portion thereof shall be subject to the excise tax imposed by Section 4999 of the Code (the “**Excise Tax**”), but only if, by reason of such reduction, the net after-tax benefit received by the Participant shall exceed the net after-tax benefit that would be received by the Participant if no such reduction was made.
17. **Acceptance.** The Participant, by his or her acceptance of the Awarded Units, agrees to be bound by all of the terms and conditions of this Agreement, including, without limitation, the provisions of the Plan.
18. **Affirmation of Restrictive Covenants.** The Participant hereby re-affirms and ratifies all the Restrictive Covenants and acknowledges the Restrictive Covenants are independent and continuing obligations of the Participant. The Participant acknowledges that the Participant’s ratification of the Restrictive Covenants is a material inducement to the Company to enter into this Agreement and to perform its obligations hereunder and that the Awarded Units would not be granted to the Participant if the Participant did not affirm the Participant’s obligations to abide by the Restrictive Covenants (it being understood, however, that the ratification in this Section 18 shall in no event be construed to imply that the terms of the Restrictive Covenants are not now in full force and effect).
19. **Disclaimer of Reliance.** Except for the specific representations expressly made by the Company in this Agreement, the Participant specifically disclaims that the Participant is relying upon or has relied upon any communications, promises, statement, inducements or representation(s) that may have been made, oral or written regarding the subject matter of this Agreement. The Participant represents that the Participant relied solely and only on the Participant’s own judgment in making the decision to enter into this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement, or have caused this Agreement to be duly executed and delivered on their behalf.

TUESDAY MORNING CORPORATION

By: _____
Name:
Title:

Fred Hand

Date: _____

SIGNATURE PAGE
TO
RESTRICTED STOCK UNIT AWARD AGREEMENT
(PERFORMANCE BASED)

EXHIBIT A

KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS 

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Chicago, IL 60654
United States

+1 312 862 2000

www.kirkland.com

May 19, 2021

Facsimile:
+1 312 862 2200

Tuesday Morning Corporation
6250 LBJ Freeway
Dallas, Texas 75240

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We are issuing this opinion letter in our capacity as special counsel for Tuesday Morning Corporation, a Delaware corporation (the “Company”), in connection with the preparation and filing with the Securities and Exchange Commission (the “Commission”) of a Registration Statement on Form S-8 (the “Registration Statement”), under the Securities Act of 1933, as amended (the “Securities Act”), relating to the registration of 2,769,231 shares (the “Shares”) of common stock, par value \$0.01 per share (the “Common Stock”), to be issued pursuant to equity awards (the “Inducement Awards”) made outside of the Company’s long term incentive plans.

In connection with the opinion expressed herein, we have reviewed such corporate records, certificates and other documents and such questions of law as we have deemed necessary or appropriate for the purposes of this opinion, including (i) the Registration Statement, (ii) the minutes and records of the corporate proceedings of the Company with respect to the issuance of the Shares, (iii) the forms of award agreements relating to the Shares (the “Award Agreements”), and (iv) such other certificates, instruments and documents as we have considered necessary for purposes of this opinion.

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto other than the Company, and the due authorization, execution and delivery of all documents by the parties thereto other than the Company. As to any facts material to the opinions expressed herein that we have not independently established or verified, we have relied upon statements and representations of officers and other representatives of the Company.

Based upon and subject to the foregoing qualifications, assumptions and limitations and further limitations set forth below, we are of the opinion that the Shares are duly authorized and that when (i) the Registration Statement becomes effective under the Securities Act, and (ii) the Shares have been duly issued, delivered and paid for in accordance with the terms of the Award Agreements, the Shares will be validly issued, fully paid and non-assessable.

KIRKLAND & ELLIS LLP

Tuesday Morning Corporation

May 19, 2021

Page 2

We have relied without independent investigation upon, among other things, an assurance from the Company that the number of shares which the Company is authorized to issue in its Amended and Restated Certificate of Incorporation exceeds the number of shares outstanding and the number of shares which the Company is obligated to issue (or had otherwise reserved for issuance) for any purposes other than issuances in connection with the Inducement Awards by at least the number of Shares which may be issued in connection with the Inducement Awards and we have assumed that such condition will remain true at all future times relevant to this opinion.

The foregoing opinion is limited in all respects to the General Corporation Law of the State of Delaware (including the applicable provisions of the Delaware Constitution and the reported judicial decisions interpreting these laws). We do not express any opinion herein on the laws of any other jurisdiction.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.1 to the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission.

We do not find it necessary for the purposes of this opinion, and accordingly we do not purport to cover herein, the application of the securities or "Blue Sky" laws of the various states to the issuance and sale of the Shares.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. We assume no obligation to revise or supplement this opinion should the General Corporation Law of the State of Delaware be changed by legislative action, judicial decision or otherwise. This opinion is furnished to you in connection with the filing of the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act, and is not to be used, circulated, quoted or otherwise relied upon for any other purposes.

Very truly yours,

/s/ Kirkland & Ellis LLP

KIRKLAND & ELLIS LLP

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the Restricted Stock Unit Award Agreement (Time Based) and Restricted Stock Unit Award Agreement (Performance Based) of Tuesday Morning Corporation of our reports dated September 14, 2020, with respect to the consolidated financial statements of Tuesday Morning Corporation and the effectiveness of internal control over financial reporting of Tuesday Morning Corporation included in its Annual Report (Form 10-K) for the year ended June 30, 2020, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Dallas, Texas
May 19, 2021
