

## **EXHIBIT B**



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November 19, 2008

Craig Boucher  
Chief Restructuring Officer  
Tweeter Opco, LLC  
40 Pequot Way  
Canton, MA 02021

Gentlemen:

This letter shall set forth the terms of the engagement of RCS Real Estate Advisors, as Exclusive Real Estate and Consultant ("Consultant") to Tweeter Opco, LLC, Debtor and Debtor-in-Possession, ("Debtor") with respect to the services detailed below.

**I. Term:**

- A. The term of Consultant's retention shall be effective subject to the entry of an order from the Bankruptcy Court, through the confirmation and consummation of a plan of reorganization, unless terminated prior to completion by Consultant or Debtor upon 30 days written notice

**II. Consulting Services:**

During the term of this engagement, Consultant shall provide the following services to Debtor:

- A. Consultant shall contact each designated landlord with respect to negotiation of agreed upon goals and parameters for all of the Debtor's leaseholds, or designated as Properties;
- B. Consultant will work with landlords and the Debtor to document accurately all lease modification proposals, and provide timely status reports that will reflect current progress.
- C. Consultant will attend and participate in all Court hearings, Creditors' Committee meetings, and meetings with Debtor and Debtor's Counsel when requested to do so by the Debtor.
- D. Consultant will coordinate all real estate matters with Debtor, Debtor's Counsel and all other interested parties with respect to the real estate plan, progress and on going modifications to said plan.
- E. Consultant shall perform desktop leasehold valuations for certain of Debtor's assets if requested to do so by the Debtor.
- F. Consultants shall negotiate waivers, reductions or payout terms for pre-petition cure amounts, which will be due and owing to Landlords at the time of assumption of subject lease or leases.

- G. Consultants shall conduct negotiations with respect to mitigating the lessor's allowed rejection claims.
- H. Consultant shall have the sole and exclusive authority to offer for disposition, on terms and conditions established by the Debtor, all properties designated in writing by Debtor attached hereto on Exhibit "A" for sale or other disposition on an "exclusive right to sell" basis. Upon the Debtor's designation to Consultant of a property for marketing and disposition, such property shall be referred to as a "Disposition Property."
- I. The Debtor shall have, and retain throughout the term of this agreement, the complete discretion and authority to accept or reject any offer and withdraw any Disposition Properties from Consultant's marketing effort.
- J. Consultant's services with respect to the Disposition Properties shall include those generally described below, as appropriate.
  - 1. On request, Consultant will review all pertinent documents and will consult with Debtor's counsel.
  - 2. Consultant will create a marketing program and budget which may include newspaper, magazine or journal advertising, letter and/or flyer solicitation, placement of signs, direct telemarketing, email, fax blasts and such other marketing methods as may be necessary.
  - 3. Consultant will use all professional contacts, mailing lists and other resources available to Consultant to market the Disposition Properties. All marketing efforts, advertising, signs, flyers and other marketing strategies shall be subject to the Debtor's prior approval as to form and content and shall be submitted to the Debtor for such approval prior to dissemination.
  - 4. Consultant will prepare and disseminate all such marketing materials, all of which shall have been approved by, and at the sole cost and expense, of the Debtor. Consultant shall not incur any costs or expenses with respect to the preparation or dissemination of marketing materials except in accordance with the provisions and limitations contained in this agreement.
  - 5. Consultant will communicate with parties who have expressed an interest in a Disposition Property and will endeavor to locate additional parties who may have an interest in the purchase of a Disposition Property. Consultant shall provide to the Debtor from time-to-time an updated and current list of all parties which shall have expressed interest in a Disposition Property which list shall include the name and address of each such party as well as the date of initial contact with each such party.
  - 6. Consultant will respond to and provide information necessary to negotiate with and solicit offers from prospective purchasers and/or settlements from landlords and shall make recommendations to the Debtor as to the advisability of accepting particular offers or settlements.
  - 7. When requested, Consultant will meet periodically with Debtor, its accountants and attorneys, in connection with the status of its efforts, and shall provide guidance to the Debtor with respect to methods to resolve issues and problems pertaining to the disposition of Disposition Properties.
  - 8. If and when appropriate, Consultant will coordinate and organize the public bankruptcy hearing and/or auction and, where appropriate, will seek to obtain the

attendance of all interested parties through direct communications, supplementing the required notice process.

9. Consultant will work with the attorneys responsible for the implementation of the proposed transaction, reviewing documents, negotiating and assisting in resolving problems, which may arise.
10. If and when appropriate, Consultant will, if required, appear in Bankruptcy Court during the term of this retention, to testify or to consult with Debtor in connection with the marketing or disposition of a Disposition Property.

### III. Compensation:

During the term of engagement, Consultant shall be compensated as follows:

- A. Upon Consultant's closing of a transaction that disposes of any or all of the Disposition Properties, whether by assignment to a third party or surrender to their respective landlords on terms and conditions satisfactory to Debtor (a "Transaction"), Consultant shall receive an amount equal to (i) four percent (4%) of Gross Proceeds (defined below) (the "Transaction Fee") if no co-broker is used or (ii) five percent (5%) of Gross Proceeds (also the Transaction Fee) in the event a co-broker is used in which case Consultant will retain three percent (3%) of the gross proceeds and the co-broker will receive two percent (2%) of the Gross Proceeds. "Gross Proceeds" shall mean the total amount of money paid to the Debtor by the lease assignee, the landlord or the purchaser of designation rights. The Debtor has the sole right to accept or reject any Transaction involving a Disposition Property. The Transaction Fee shall be paid to Consultant within ten (10) days after the closing of a Transaction; provided, however, that the Debtor has received the Gross Proceeds from such Transaction and an itemized statement from Consultant.
- B. Debtor shall pay Consultant a fee of \$250 per each Disposition Property (a "Marketing Set-Up Fee"). This fee is due and payable at the time the leases are assigned to the Consultant for disposition services. For the purposes of this contract, Marketing Set-Up Fees are not considered earnings by the Consultant and therefore are separate from any past, present or future retainer fees paid to the Consultant.
- C. For the waiver or reduction of all cure amounts, Consultants shall be paid four percent (4%) of the total amount of such reduction. For the waiver or reduction of a landlord section 502b6 claim, Consultants shall be paid four percent (4%) of the savings of the cash dividend payable to unsecured creditors which will be determined at the conclusion of the Chapter 11. This amount shall be paid within ten (10) days of the Debtor's emergence from Chapter 11.
- D. In the event of a sale of both the real estate and the intellectual property of the Debtor, the Debtor hereby agrees Consultant is entitled to compensation for the portion of those proceeds that are attributable to the real estate. If deemed necessary by the Consultant, the Debtor hereby agrees to work in good faith with all parties involved to make an acceptable determination of value attributable to the real estate portion of any such sale.
- E. Unless otherwise provided herein, all compensation due to the Consultant shall be payable within ten (10) days after receipt of invoice from the Consultant.
- F. For any desk-top valuation performed at the request of the Debtor, Consultant shall receive seven hundred fifty dollars, (\$750.00) per valuation. This amount shall be paid within ten days of presentation.

- G. Successors and Assigns: Consultants shall be entitled to compensation for services rendered whether from the Debtor or any successor or assignee including but not limited to, a Chapter 11 or Chapter 7 Trustee or "liquidator".

**IV. Survival:**

- A. In the event the Debtor, or its successors or assigns, enters into a transaction during the term of this agreement, the result of which would entitle Consultants to a fee pursuant to this agreement, then regardless of who may be the purchaser, assignee, or successful bidder, Consultants shall be entitled to its fee pursuant to the terms of this agreement upon the earlier to occur of (i) consummation of the transaction, and (ii) Bankruptcy Court approval.

**V. Expenses and Disbursements:**

- A. All-reimbursable out-of-pocket expenses shall include lodging, travel, express mail and postage. These expenses related to Consultant's retention and provided services shall be borne by the Debtor. Debtor must approve any item in excess of one thousand dollars (\$1,000) prior to expenditure. The Debtor agrees to pay such expenses within ten (10) days upon proper presentation of invoices.
- B. Consultant will not be responsible for any transactional costs and/or legal expenses incurred by the Debtor in connection with its retention of Consultant and its involvement with the Properties.
- C. Marketing expenses are to be pre-approved in writing by the Debtor, and such pre-approved marketing expenses will be paid by the Debtor. Pre-approved out-of-pocket expenses of Consultant (including, but not limited to, marketing costs) will be paid directly by the Debtor within ten (10) business days of Consultant's written request. In the event any marketing expenses are required to be pre-paid, the Debtor will be presented with those requests and, if such expenses are approved in writing by the Debtor, the Debtor will be responsible for those payments.

**VI. Debtor's Responsibilities:**

- A. The Debtor shall deal with Consultant fairly and in good faith so as to allow the Consultant to perform their duties and earn the benefits of this agreement. Debtor shall forward all communications from any landlord or other interested party to the Consultant immediately.
- B. As, when and to the extent that same is in Debtor's possession or under its control, Debtor shall make available to Consultant all information requested, outlined on "Exhibit B" attached hereto concerning the Properties and Debtor's operations of such Properties as may be reasonable required in connection with the performance of Consultant's obligations hereunder. Consultant shall have the right to rely, without independent verification, on the accuracy and completeness of all such information supplied to Consultant in connection with Consultant's engagement hereunder and shall not be responsible for the inaccuracy or incompleteness of any information provided to it.

**VII. General Provisions:**

- A. This agreement shall be construed fairly as to all parties, and there shall be no presumption against the party upon whose letterhead this agreement is drafted in the interpretation of this agreement.

**"Exhibit A"**

Designated Property Listing

"Exhibit B"

- Store Number, Name & Location
- Square footage
- Base rent per square foot
- Other charges or related occupancy costs (either annually or per square foot)
- Term of lease
- Rental increases scheduled
- 2 years of sales
- 2 years of store contribution before home office allocation
- Landlord Name, telephone & contact person
- Lease Abstracts
- Use clause
- Assignment clauses
- Listing of all locations that have guarantees
- Vacancies

- B. By executing or otherwise accepting this Agreement, the Debtor acknowledges and represents that it is represented by and has consulted with legal counsel with respect to the terms and conditions contained herein.
- C. Any and all issues, disputes, controversies, claims, or causes of action which relate or pertain to, or result or arise from this agreement, the alleged breach thereof, or Consultant's services hereunder, shall be settled by the United States Bankruptcy Court having jurisdiction thereof. The laws of the State of New York shall govern this agreement.
- D. The Debtor acknowledges and represents that the decision to adopt any strategy or engage in a business transaction of any kind is the sole responsibility of the Debtor. The services to be provided by Consultant are in its role as Consultant only. Consultant is not an attorney and does not provide legal advice. Consultant strongly suggests that the Debtor obtain legal counsel in connection with its decision to adopt any strategy or to engage in a business transaction of any kind.
- E. The services to be provided by Consultant pursuant to this agreement are, in general, transactional in nature, and Consultant will not be billing Debtor by the hour or keeping a record of its time spent on behalf of the Debtor.
- F. The Debtor hereby authorizes the Consultant to publicize the Debtor locations along with the use of Debtor's logo at various trade shows at which Consultant may have a booth, in trade publications, Consultant produced newsletters and press releases, Consultant's website, etc. as Consultant deems advisable.
- G. This agreement may be executed in original counterparts and an executed facsimile may be deemed the equivalent of an original.

If this meets our understanding, kindly sign where indicated below and return to me.

Very truly yours,

Retail Consulting Services, Inc. d/b/a  
RCS Real Estate Advisors



Ivan L. Friedman  
President

Accepted and Agreed to:

This 19<sup>th</sup> day of NOV 2008

Tweeter Opco, LLC



Craig Boucher  
Chief Restructuring Officer