

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): February 10, 2017

TILE SHOP HOLDINGS, INC.

(Exact name of Registrant as Specified in its Charter)

Delaware
(State or other jurisdiction of incorporation)

001-35629
(Commission File Number)

45-5538095
(IRS Employer Identification No.)

14000 Carlson Parkway, Plymouth, Minnesota 55441
(Address of principal executive offices, including ZIP code)

(763) 852-2950
(Registrant's telephone number, including area code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement

On February 10, 2017, Tile Shop Holdings, Inc. (the “Company”), its operating subsidiary, The Tile Shop, LLC, and certain other subsidiaries of the Company entered into a Second Amendment to Credit Agreement (the “Second Amendment”) with Fifth Third Bank, Bank of America, N.A., and The Huntington National Bank. The Second Amendment amends the Credit Agreement, dated June 2, 2015, among the Company, Fifth Third Bank, Bank of America, N.A., and The Huntington National Bank and certain other parties thereto (the “Credit Agreement”) to permit the Company to declare and make dividend payments or other distributions to its stockholders.

Previously, on December 9, 2016, the Company, its operating subsidiary, The Tile Shop, LLC, and certain other subsidiaries of the Company entered into a First Amendment to Credit Agreement (the “First Amendment”) with Fifth Third Bank, Bank of America, N.A., and The Huntington National Bank. The First Amendment amends the Credit Agreement to permit the Company to enter into an additional New Markets Tax Credit Financing in connection with its Oklahoma distribution center. This New Markets Tax Credit Financing closed in December 2016.

Except as specifically amended by the Second Amendment and the First Amendment, all of the terms and conditions set forth in the Credit Agreement remain unchanged and in full force and effect.

The foregoing descriptions of the Second Amendment and the First Amendment are not complete and are qualified in their entirety by reference to such agreements, which are attached hereto as Exhibits 10.1 and 10.2, respectively, and are incorporated herein by reference.

Item 2.02 Results of Operations and Financial Condition.

On February 14, 2017, Tile Shop Holdings, Inc. (the “Company”) issued a press release announcing its financial results for the three months and fiscal year ended December 31, 2016. A copy of the press release is furnished as Exhibit 99.1 hereto and is incorporated herein by reference.

Item 8.01 Other Events.

On February 14, 2017, the Company issued a press release announcing its declaration of a cash dividend of \$0.05 per share to stockholders of record as of March 14, 2017. The dividend will be paid on March 24, 2017. A copy of the press release is attached as Exhibit 99.2 hereto and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

10.1	Second Amendment to Credit Agreement, dated February 10, 2017, among The Tile Shop, LLC, Tile Shop Holdings, Inc., Fifth Third Bank, and the other parties named therein.
10.2	First Amendment to Credit Agreement, dated December 9, 2016, among The Tile Shop, LLC, Tile Shop Holdings, Inc., Fifth Third Bank, and the other parties named therein.
99.1	Press Release of Tile Shop Holdings, Inc., dated February 14, 2017.
99.2	Press Release of Tile Shop Holdings, Inc., dated February 14, 2017.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

TILE SHOP HOLDINGS, INC.

By /s/ Kirk L. Geadelmann

Date: February 14, 2017

Name: Kirk L. Geadelmann

Title: Chief Financial Officer

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

TILE SHOP HOLDINGS, INC.
EXHIBIT INDEX TO FORM 8-K

Date of Report:
February 14, 2017

Commission File No.:
001-35629

Exhibit No.	Item
10.1	Second Amendment to Credit Agreement, dated February 10, 2017, among The Tile Shop, LLC, Tile Shop Holdings, Inc., Fifth Third Bank, and the other parties named therein.
10.2	First Amendment to Credit Agreement, dated December 9, 2016, among The Tile Shop, LLC, Tile Shop Holdings, Inc., Fifth Third Bank, and the other parties named therein.
99.1	Press Release of Tile Shop Holdings, Inc., dated February 14, 2017.
99.2	Press Release of Tile Shop Holdings, Inc., dated February 14, 2017.

Second Amendment to Credit Agreement

This Second Amendment to Credit Agreement (herein, this “*Amendment*”) is entered into as of February 10, 2017, by and among The Tile Shop, LLC, a Delaware limited liability company (the “*Company*”), Tile Shop Lending, Inc., a Delaware corporation (“*Tile Shop Lending*”) and together with the Company, the “*Borrowers*”), Tile Shop Holdings, Inc., a Delaware corporation (“*Holdings*”), the other Guarantors party hereto, the Lenders party hereto, and Fifth Third Bank, as Administrative Agent and L/C Issuer.

Recitals:

A. The Borrowers, Holdings, the Guarantors party thereto, the Lenders party thereto, and Fifth Third Bank, as Administrative Agent and L/C Issuer, are party to a Credit Agreement dated as of June 2, 2015 (as amended, modified, restated, or supplemented from time to time, the “*Credit Agreement*”).

B. The Borrowers have requested that certain amendments be made to the Credit Agreement to permit Holdings to make certain additional Restricted Payments, and the Administrative Agent and the Required Lenders have agreed to such requests on the terms and conditions set forth in this Amendment.

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Incorporation of Recitals; Defined Terms. The Borrowers acknowledge that the Recitals set forth above are true and correct. This Amendment shall constitute a Loan Document, and the Recitals shall be construed as part of this Amendment. Each capitalized term used but not otherwise defined herein, including capitalized terms used in the introductory paragraph hereof and the Recitals, has the meaning assigned to it in the Credit Agreement.

Section 2. Amendments to Credit Agreement.

Upon satisfaction of the conditions precedent set forth in Section 3 hereof, the Credit Agreement shall be and hereby is amended as follows:

2.1. Section 7.06 of the Credit Agreement is amended and restated in its entirety to read as follows:

Section 7.06.Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except that:

(a) each Subsidiary may make Restricted Payments to Holdings, the Borrowers, the Guarantors and any other Person that owns an Equity Interest in such Subsidiary, ratably according to their respective holdings of the type of Equity Interest in respect of which such Restricted Payment is being made;

(b) Holdings, each Borrower and each Subsidiary may declare and make dividend payments or other distributions payable solely in the common stock or other common Equity Interests of such Person;

(c) Holdings, each Borrower and each Subsidiary may purchase, redeem or otherwise acquire Equity Interests issued by it; and

(d) Holdings may declare and make dividend payments or other distributions to holders of its Equity Interests;

provided, however, that in the case of clauses (b), (c) and (d) such Restricted Payment or the incurrence of the obligation to make such Restricted Payment, as the case may be, shall only be permitted so long as no Default or Event of Default shall have occurred and be continuing at the time of any such action or would result therefrom.

Section 3. Conditions Precedent to Amendment. The effectiveness of this Amendment is subject to the satisfaction of the following conditions precedent:

3.1. The Borrowers, the Guarantors, the Required Lenders, and the Administrative Agent shall have executed and delivered this Amendment.

3.2. Legal matters incident to the execution and delivery of this Amendment shall be satisfactory to the Administrative Agent and its counsel.

Section 4. Affirmation of Guarantors. Each Guarantor hereby confirms that, after giving effect to this Amendment, each Loan Document to which such Guarantor is a party continues in full force and effect and is the legal, valid and binding obligation of such Guarantor, enforceable against such Guarantor in accordance with its terms except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability. Each Borrower and each Guarantor acknowledge and agree that (a) nothing in the Credit Agreement, this Amendment, or any other Loan Document shall be deemed to require the consent of such Guarantor to any future amendments to the Credit Agreement, and (b) the Lenders are relying on the assurances provided in this Section in entering into this Amendment and maintaining credit outstanding to the Borrowers.

Section 5. Acknowledgement of Liens. The Borrowers and the Guarantors hereby acknowledge, confirm and agree that the Administrative Agent has a valid, enforceable (except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability) and perfected first-priority lien upon and security interest in the Collateral granted to the Administrative Agent pursuant to the Loan Documents (subject only to Permitted Liens), and nothing herein contained shall in any manner affect or impair the priority of the Liens created and provided for thereby as to the Secured Obligations which would be secured thereby prior to giving effect to this Amendment.

Section 6. Representations and Warranties of Borrowers and Guarantors. To induce the Administrative Agent, the Lenders, and the L/C Issuer to enter into this Amendment, each Borrower and each Guarantor hereby represents and warrants to the Administrative Agent, the Lenders and the L/C Issuer that, as of the date hereof: (a) each of the representations and warranties set forth in the Credit Agreement and in the other Loan Documents is and remains true and correct on and as of the date hereof, except to the extent the same specifically refers to an earlier date, in which case it shall be true and correct as of such earlier date, (b) no Default or Event of Default exists, or would result herefrom, and (c) each Borrower and each Guarantor has the power and authority to execute, deliver, and perform this Amendment and has taken all necessary action to authorize their execution, delivery, and performance of this Amendment.

Section 7. Miscellaneous.

(a) *Successors and Assigns.* This Amendment shall be binding on and shall inure to the benefit of each Borrower, the Administrative Agent, the Lenders, the Swing Line Lender and the L/C Issuer, and their respective permitted successors and assigns. The terms and provisions of this Amendment are for the purpose of defining the relative rights and obligations of each Borrower, the Administrative Agent, the Lenders, the Swing Line Lender and the L/C Issuer with respect to the transactions contemplated hereby, and there shall be no third party beneficiaries of any of the terms and provisions of this Amendment.

(b) *Entire Agreement.* This Amendment constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all other understandings, oral or written, with respect to the subject matter hereof. Except as specifically waived and amended hereby, all of the terms and conditions set forth in the Credit Agreement shall stand and remain unchanged and in full force and effect.

(c) *Headings*. Section and sub-section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

(d) *Severability*. Wherever possible, each provision of this Amendment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(e) *Conflict of Terms*. Except as otherwise provided in this Amendment, if any provision contained in this Amendment is in conflict with, or inconsistent with, any provision in any of the Loan Documents, the provision contained in this Amendment shall govern and control.

(f) *Counterparts*. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or in electronic (e.g. “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Amendment.

(g) *Incorporation of Credit Agreement*. The provisions contained in Sections 10.14 (Governing Law, Jurisdiction, Etc.) and 10.15 (Waiver of Jury Trial) of the Credit Agreement are incorporated herein by reference to the same extent as if reproduced herein in their entirety, except with reference to this Amendment rather than the Credit Agreement.

[Signature Pages to Follow]

In Witness Whereof, the parties hereto have caused their duly authorized officers to execute and deliver this Amendment as of the date first set forth above.

“Borrowers”

The Tile Shop, LLC

By /s/ Kirk Geadelmann

Name: Kirk Geadelmann

Title: Chief Financial Officer

Tile Shop Lending, Inc.

By /s/ Kirk Geadelmann

Name: Kirk Geadelmann

Title: Chief Financial Officer

“Guarantors”

Tile Shop Holdings, Inc.

By /s/ Kirk Geadelmann

Name: Kirk Geadelmann

Title: Chief Financial Officer

The Tile Shop of Michigan, LLC

By /s/ Kirk Geadelmann

Name: Kirk Geadelmann

Title: Chief Financial Officer

[Signature Page to Second Amendment To Credit Agreement (Tile Shop)]

Fifth Third Bank, as Administrative Agent

By /s/ Nicholas Lachapelle

Name: Nicholas Lachapelle

Title: Vice President

[Signature Page to Second Amendment To Credit Agreement (Tile Shop)]

Fifth Third Bank, as a Lender, as L/C Issuer,
and as Swing Line Lender

By /s/ Nicholas Lachapelle

Name: Nicholas Lachapelle

Title: Vice President

[Signature Page to Second Amendment To Credit Agreement (Tile Shop)]

Bank of America, N.A., as a Lender

By /s/ Casey Klepsch

Name: Casey Klepsch

Title: Vice President

[Signature Page to Second Amendment To Credit Agreement (Tile Shop)]

The Huntington National Bank, as a
Lender

By /s/ Marc D. Adams

Name: Marc D. Adams

Title: Senior Vice President

[Signature Page to Second Amendment To Credit Agreement (Tile Shop)]

First Amendment to Credit Agreement

This First Amendment to Credit Agreement (herein, this “*Amendment*”) is entered into as of December 9, 2016, by and among The Tile Shop, LLC, a Delaware limited liability company (the “*Company*”), Tile Shop Lending, Inc., a Delaware corporation (“*Tile Shop Lending*”) and together with the Company, the “*Borrowers*”), Tile Shop Holdings, Inc., a Delaware corporation (“*Holdings*”), the other Guarantors party hereto, the Lenders party hereto, and Fifth Third Bank, as Administrative Agent and L/C Issuer.

Recitals:

A. The Borrowers, Holdings, the Guarantors party thereto, the Lenders party thereto, and Fifth Third Bank, as Administrative Agent and L/C Issuer, are party to a Credit Agreement dated as of June 2, 2015 (as amended, modified, restated, or supplemented from time to time, the “*Credit Agreement*”).

B. The Borrowers have requested that certain amendments be made to the Credit Agreement to permit The Tile Shop of Oklahoma, LLC to enter into the 2016 New Markets Tax Credit Financing (as hereinafter defined) in order to expand the Oklahoma Distribution Center, and the Administrative Agent and the Required Lenders have agreed to such requests on the terms and conditions set forth in this Amendment.

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Incorporation of Recitals; Defined Terms. The Borrowers acknowledge that the Recitals set forth above are true and correct. This Amendment shall constitute a Loan Document, and the Recitals shall be construed as part of this Amendment. Each capitalized term used but not otherwise defined herein, including capitalized terms used in the introductory paragraph hereof and the Recitals, has the meaning assigned to it in the Credit Agreement.

Section 2. Amendments to Credit Agreement.

Upon satisfaction of the conditions precedent set forth in Section 3 hereof, the Credit Agreement shall be and hereby is amended as follows:

2.1 The following definitions appearing in Section 1.01 of the Credit Agreement are amended and restated in their entirety to read as follows:

“*New Markets Tax Credit Financing*” means, collectively, the 2013 New Markets Tax Credit Financing and the 2016 New Markets Tax Credit Financing.

“*New Markets Tax Credit Financing Documents*” means, collectively, the 2013 New Markets Tax Credit Financing Documents and the 2016 New Markets Tax Credit Financing Documents.

“*New Markets Tax Credit Investments*” means, collectively, the 2013 New Markets Tax Credit Investments and the 2016 New Markets Tax Credit Investments.

“*New Markets Tax Credit Loans*” means, collectively, the 2013 New Markets Tax Credit Loans and the 2016 New Markets Tax Credit Loans.

2.2. Section 1.01 of the Credit Agreement is further amended to add the following new defined terms in their appropriate alphabetical position, which new defined terms shall read as follows:

“2013 New Markets Tax Credit Financing” means, collectively, (a) the acquisition, construction and equipping of the Oklahoma Distribution Center by The Tile Shop of Oklahoma, using the proceeds of the 2013 New Markets Tax Credit Loans, (b) the 2013 New Markets Tax Credit Investments, (c) interest payments and scheduled amortization payments by The Tile Shop of Oklahoma on the 2013 New Markets Tax Credit Loans, and (d) the unsecured Guarantee of the 2013 New Markets Tax Credit Loans and certain other obligations of The Tile Shop of Oklahoma by the Company and Holdings.

“2013 New Markets Tax Credit Financing Documents” means any agreement or instrument entered into by or on behalf of any Loan Party in connection with the 2013 New Markets Tax Credit Financing, all in form and substance acceptable to the Administrative Agent, and each dated or dated as of July 24, 2013, and as amended as permitted under Section 7.17.

“2013 New Markets Tax Credit Investments” means, collectively, the Investments in the form of secured loans from Tile Shop Lending to (a) Chase NMTC The Tile Shop of Oklahoma Investment Fund, LLC in a principal amount not to exceed \$8,160,100 and (b) Tile Shop Investment Fund, LLC in a principal amount not to exceed \$5,015,600.

“2013 New Markets Tax Credit Loans” means, collectively, the loans to The Tile Shop of Oklahoma to provide funding for the financing of the Oklahoma Distribution Center from (a) REI New Markets Investment, LLC in a principal amount not to exceed \$7,000,000, (b) CNMC Sub-CDE 23, LLC in a principal amount not to exceed \$2,000,000, and (c) MF Tile Shop LLC in a principal amount not to exceed \$9,000,000.

“2016 New Markets Tax Credit Financing” means, collectively, (a) the renovation, development and expansion of the Oklahoma Distribution Center by The Tile Shop of Oklahoma, and the equipping and construction related thereto, using the proceeds of the 2016 New Markets Tax Credit Loans, (b) the 2016 New Markets Tax Credit Investments, (c) interest payments and scheduled amortization payments by The Tile Shop of Oklahoma on the 2016 New Markets Tax Credit Loans, (d) the unsecured Guarantee of the 2016 New Markets Tax Credit Loans and certain other obligations of The Tile Shop of Oklahoma by the Company and Holdings and (e) after the closing of the 2016 New Markets Tax Credit Loans and the 2016 New Markets Tax Credit Investments, the release by REI Subsidiary CDE 9, LLC of a debt service reserve of The Tile Shop of Oklahoma as collateral in exchange for The Tile Shop of Oklahoma executing a mortgage in favor of REI Subsidiary CDE 9, LLC on the northern parcel of the real estate on which the Oklahoma Distribution Center is located.

“2016 New Markets Tax Credit Financing Documents” means (a) any agreement or instrument entered into by or on behalf of any Loan Party to effectuate the transactions contemplated in clauses (a)-(d) of the definition of 2016 New Markets Tax Credit Financing, all in form and substance acceptable to the Administrative Agent, and each dated or dated as of December 12, 2016, and as amended as permitted under Section 7.17, and (b) any agreement or instrument entered into by or on behalf of any Loan Party to effectuate the transactions contemplated in clause (e) of the definition of 2016 New Markets Tax Credit Financing, which will be dated after December 12, 2016, and as amended as permitted under Section 7.17.

“2016 New Markets Tax Credit Investment” means the Investment in the form of a secured loan from Tile Shop Lending to Twain Investment Fund 192, LLC in a principal amount not to exceed \$6,683,250.

“2016 New Markets Tax Credit Loans” means, collectively, the loans to The Tile Shop of Oklahoma to provide financing for the renovation, development and expansion of the Oklahoma Distribution Center, and the equipping and construction related thereto, from REI Subsidiary CDE 9, LLC in a principal amount not to exceed \$9,215,000.

2.3 Clause (f) of Section 6.02 of the Credit Agreement is amended and restated in its entirety to read as follows:

(f) promptly after the same are available and delivered to the required recipients thereof, copies of each report or financial statement delivered to (i) MF Tile Shop LLC, CNMC Sub-CDE 23, LLC or REI New Markets Investment, LLC in connection with the 2013 New Markets Tax Credit Financing and (ii) REI Subsidiary CDE 9, LLC in connection with the 2016 New Markets Tax Credit Financing.

2.4 Section 6.07 of the Credit Agreement is amended by inserting the following phrase at the end of such section to read in its entirety as follows:

, including flood insurance on each Mortgaged Property that is located in a special flood hazard area, from such providers, on such terms and in such amounts as required by the Flood Disaster Protection Act or as otherwise required by the Lenders.

2.5 Clause (a)(vii) of Section 6.12 of the Credit Agreement is amended by inserting the following proviso immediately before “; and” to read in its entirety as follows:

; *provided, however*, no such Mortgage shall be recorded unless (x) the Borrower or the Administrative Agent has provided prior written notice thereof to the Lenders and (y) the Administrative Agent has received confirmation from each Lender that its respective flood insurance due diligence and flood insurance compliance, if any, has been completed with respect to the prospective Mortgaged Property

2.6 Clause (b) of Section 6.12 of the Credit Agreement is amended by inserting the following proviso at the end of such clause to read in its entirety as follows:

; *provided, however*, no such Mortgage shall be recorded unless (i) the Borrower or the Administrative Agent has provided prior written notice thereof to the Lenders and (ii) the Administrative Agent has received confirmation from each Lender that its respective flood insurance due diligence and flood insurance compliance, if any, has been completed with respect to the prospective Mortgaged Property.

2.7 Clause (k) of Section 7.01 of the Credit Agreement is amended and restated in its entirety to read as follows:

(k) (i) a mortgage Lien on the southern parcel of the Oklahoma Distribution Center in favor of REI Subsidiary CDE 9, LLC securing Indebtedness permitted by Section 7.03(h)(ii) and (ii) a mortgage Lien on the northern parcel of the Oklahoma Distribution Center in favor of REI Subsidiary CDE 9, LLC securing Indebtedness permitted by Section 7.03(h)(ii) as contemplated in clause (e) of the definition of 2016 New Markets Tax Credit Financing; and

2.8 Clause (h) of Section 7.03 of the Credit Agreement is amended and restated in its entirety to read as follows:

(h) (i) Indebtedness of The Tile Shop of Oklahoma in connection with the 2013 New Markets Tax Credit Financing in an aggregate principal amount not to exceed \$18,000,000, (ii) Indebtedness of The Tile Shop of Oklahoma in connection with the 2016 New Markets Tax Credit Financing in an aggregate principal amount not to exceed \$9,215,000, (iii) the Guarantee of Indebtedness permitted by clauses (i) and (ii) by each of the Company and Holdings, (iv) the Guarantee of certain obligations of The Tile Shop of Oklahoma in favor of U.S. Bancorp Community Development Corporation in connection with the 2013 New Markets Tax Credit Financing and the 2016 New Markets Tax Credit Financing by each of the Company, Holdings, Tile Shop Lending and The Tile Shop of Oklahoma, (v) the Guarantee of certain obligations of The Tile Shop of Oklahoma in favor of CNMC Sub-CDE 23, LLC and MF Tile Shop, LLC in connection with the 2013 New Markets Tax Credit Financing by each of Company and Holdings, and (vi) the Guarantee of certain obligations of The Tile Shop of Oklahoma in favor of JPMorgan Chase Bank, N.A., in connection with the 2013 New Markets Tax Credit Financing by The Tile Shop of Oklahoma and the Company.

2.9 The last paragraph of Section 10.01 of the Credit Agreement is amended by inserting the following proviso at the end of such paragraph to read in its entirety as follows:

; *provided, however*, that each amendment that adds one or more additional revolving credit or term loan facilities, or extends the Maturity Date, shall be subject to confirmation from each applicable Lender that the flood insurance due diligence and flood insurance compliance covenants set forth in Sections 6.07 and 6.12 have been satisfied.

2.10 Paragraph 8 of Schedule 1.01 of the Credit Agreement is amended and restated in its entirety to read as follows:

8. A flood determination report for the Mortgaged Property prepared for the Administrative Agent by a flood determination company selected by the Administrative Agent stating whether or not any portion of such real property is in a federally designated flood hazard area, and, if any improvements thereon are in a federally designated flood hazard area, evidence of the maintenance of flood insurance from such providers, on such terms and in such amounts as required by the Flood Disaster Protection Act or as otherwise required by the Lenders.

Section 3. Conditions Precedent to Amendment. The effectiveness of this Amendment is subject to the satisfaction of the following conditions precedent:

3.1. The Borrowers, the Guarantors, the Required Lenders, and the Administrative Agent shall have executed and delivered this Amendment.

3.2. Legal matters incident to the execution and delivery of this Amendment shall be satisfactory to the Administrative Agent and its counsel.

Section 4. Affirmation of Guarantors. Each Guarantor hereby confirms that, after giving effect to this Amendment, each Loan Document to which such Guarantor is a party continues in full force and effect and is the legal, valid and binding obligation of such Guarantor, enforceable against such Guarantor in accordance with its terms except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability. Each Borrower and each Guarantor acknowledge and agree that (a) nothing in the Credit Agreement, this Amendment, or any other Loan Document shall be deemed to require the consent of such Guarantor to any future amendments to the Credit Agreement, and (b) the Lenders are relying on the assurances provided in this Section in entering into this Amendment and maintaining credit outstanding to the Borrowers.

Section 5. Acknowledgement of Liens. The Borrowers and the Guarantors hereby acknowledge, confirm and agree that the Administrative Agent has a valid, enforceable (except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability) and perfected first-priority lien upon and security interest in the Collateral granted to the Administrative Agent pursuant to the Loan Documents (subject only to Permitted Liens), and nothing herein contained shall in any manner affect or impair the priority of the Liens created and provided for thereby as to the Secured Obligations which would be secured thereby prior to giving effect to this Amendment.

Section 6. Representations and Warranties of Borrowers and Guarantors. To induce the Administrative Agent, the Lenders, and the L/C Issuer to enter into this Amendment, each Borrower and each Guarantor hereby represents and warrants to the Administrative Agent, the Lenders and the L/C Issuer that, as of the date hereof: (a) each of the representations and warranties set forth in the Credit Agreement and in the other Loan Documents is and remains true and correct on and as of the date hereof, except to the extent the same specifically refers to an earlier date, in which case it shall be true and correct as of such earlier date, (b) no Default or Event of Default exists, or would result herefrom, and (c) each Borrower and each Guarantor has the power and authority to execute, deliver, and perform this Amendment and has taken all necessary action to authorize their execution, delivery, and performance of this Amendment.

(a) *Successors and Assigns.* This Amendment shall be binding on and shall inure to the benefit of each Borrower, the Administrative Agent, the Lenders, the Swing Line Lender and the L/C Issuer, and their respective permitted successors and assigns. The terms and provisions of this Amendment are for the purpose of defining the relative rights and obligations of each Borrower, the Administrative Agent, the Lenders, the Swing Line Lender and the L/C Issuer with respect to the transactions contemplated hereby, and there shall be no third party beneficiaries of any of the terms and provisions of this Amendment.

(b) *Entire Agreement.* This Amendment constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all other understandings, oral or written, with respect to the subject matter hereof. Except as specifically waived and amended hereby, all of the terms and conditions set forth in the Credit Agreement shall stand and remain unchanged and in full force and effect.

(c) *Headings.* Section and sub-section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

(d) *Severability.* Wherever possible, each provision of this Amendment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(e) *Conflict of Terms.* Except as otherwise provided in this Amendment, if any provision contained in this Amendment is in conflict with, or inconsistent with, any provision in any of the Loan Documents, the provision contained in this Amendment shall govern and control.

(f) *Counterparts.* This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or in electronic (*e.g.* “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Amendment.

(g) *Incorporation of Credit Agreement.* The provisions contained in Sections 10.14 (Governing Law, Jurisdiction, Etc.) and 10.15 (Waiver of Jury Trial) of the Credit Agreement are incorporated herein by reference to the same extent as if reproduced herein in their entirety, except with reference to this Amendment rather than the Credit Agreement.

[Signature Pages to Follow]

In Witness Whereof, the parties hereto have caused their duly authorized officers to execute and deliver this Amendment as of the date first set forth above.

“Borrowers”

The Tile Shop, LLC

By /s/ Kirk Geadelmann

Name: Kirk Geadelmann

Title: Chief Financial Officer

Tile Shop Lending, Inc.

By /s/ Kirk Geadelmann

Name: Kirk Geadelmann

Title: Chief Financial Officer

“Guarantors”

Tile Shop Holdings, Inc.

By /s/ Kirk Geadelmann

Name: Kirk Geadelmann

Title: Chief Financial Officer

The Tile Shop of Michigan, LLC

By /s/ Kirk Geadelmann

Name: Kirk Geadelmann

Title: Chief Financial Officer

[Signature Page to First Amendment To Credit Agreement]

Fifth Third Bank, as Administrative Agent

By /s/ Nicholas Lachapelle

Name: Nicholas Lachapelle

Title: Vice President

[Signature Page to First Amendment To Credit Agreement]

Fifth Third Bank, as a Lender, as L/C Issuer,
and as Swing Line Lender

By /s/ Nicholas Lachapelle

Name: Nicholas Lachapelle

Title: Vice President

[Signature Page to First Amendment To Credit Agreement]

Bank of America, N.A., as a Lender

By /s/ A. Quinn Richardson

Name: A. Quinn Richardson

Title: Senior Vice President

[Signature Page to First Amendment To Credit Agreement]

The Huntington National Bank, as a
Lender

By /s/ Chase E. Steyns

Name: Chase E. Steyns

Title: AVP – Sponsor Finance

[Signature Page to First Amendment To Credit Agreement]



THE TILE SHOP REPORTS FOURTH QUARTER AND FULL YEAR 2016 RESULTS

3.1% Comparable Store Sales Growth in Q4; 7.6% Full Year

69.6% Gross Margin in Q4; 70.0% Full Year

Settlement of shareholder litigation during the quarter, leading to Diluted Earnings per Share of \$0.01 in Q4; \$0.36 Full Year, growth of 16%

Non-GAAP Diluted Earnings per Share of \$0.07 in Q4; \$0.45 Full Year, growth of 41%

Company announces initiation of quarterly dividend beginning Q1 2017

MINNEAPOLIS – February 14, 2017 – Tile Shop Holdings, Inc. (NASDAQ: TTS) (the “Company”), a specialty retailer of manufactured and natural stone tiles, setting and maintenance materials, and related accessories, today announced results for its fourth quarter and fiscal year ended December 31, 2016.

Net sales grew 6.5% to \$76.6 million for the fourth quarter ended December 31, 2016 compared with \$71.9 million for the fourth quarter ended December 31, 2015. The \$4.7 million increase in net sales was due to a comparable store sales increase of 3.1%, or \$2.2 million, and incremental net sales of \$2.5 million from stores not included in the comparable store base. Full year net sales for fiscal 2016 were \$324.2 million compared with \$293.0 million for fiscal 2015, representing growth of 10.6%. Comparable store sales for the full year ended December 31, 2016 increased 7.6%.

“2016 was an outstanding year of growth and achievement across all of our key initiatives,” said Chris Homeister, CEO. “The fourth quarter was at the low end of our expectations, driven by both lower revenue and abnormally high costs associated with employee benefits. We are extremely pleased with delivering a year with approximately 8% comparable store sales growth, increased gross margin and 41% growth in earnings per share. We are eager to build upon our continued success from 2016 as we work to deliver another year of significant growth in sales, operating margins and earnings per share in 2017.”

Gross margin for the fourth quarter of 2016 was 69.6% compared with 70.4% for the fourth quarter of 2015. The gross margin rate decline was driven primarily by a heavier mix of promoted sales during the quarter. Full year gross margin for fiscal 2016 was 70.0% compared with 69.5% for fiscal 2015.

Selling, general and administrative costs for the fourth quarter of 2016 were \$51.7 million compared with \$43.7 million for the fourth quarter of 2015. Special charges related to litigation accounted for \$5.5 million of the increase. Nearly half of the remaining \$2.5 million increase in selling, general and administrative costs during the quarter resulted from higher than normal employee benefit claims, with the remainder of the increase related to opening and operating new stores and variable expenses associated with revenue growth. Full year selling, general and administrative costs for fiscal 2016 were \$194.0 million compared with \$174.4 million for fiscal 2015. Special charges related to litigation accounted for \$6.3 million of the increase.

The Company opened four new retail showrooms in the fourth quarter of 2016, including two Chicago, IL area locations in Hoffman Estates, IL and Schererville, IN, bringing its total Chicago metro area store count to twelve, a seventh Minneapolis, MN area store in Eagan, MN and its first store in Washington D.C. The Hoffman Estates, IL opening was a relocation. As of December 31, 2016 the Company operates 123 stores in 31 states and the District of Columbia.

The Company also announced today that the Board of Directors has authorized the initiation of a quarterly cash dividend commencing in the first quarter of 2017, more details of which can be found [here](#).

Non-GAAP Information

The Company presents non-GAAP net income and Adjusted EBITDA to provide useful information to investors regarding the Company's normalized operating performance.

On a non-GAAP basis, net income for the fourth quarter of 2016 was \$3.8 million compared with \$4.0 million for the fourth quarter of 2015. Full year non-GAAP net income for fiscal 2016 was \$23.1 million compared with \$16.6 million for fiscal 2015. Non-GAAP diluted earnings per share for the fourth quarter of 2016 were \$0.07 compared with \$0.08 per share for the fourth quarter of 2015. Full year non-GAAP diluted earnings per share for fiscal 2016 were \$0.45 compared with \$0.32 per share for fiscal 2015. See the "Non-GAAP Income Reconciliation" table and the "Non-GAAP Financial Measures" section below for a reconciliation of GAAP to non-GAAP income.

Non-GAAP Income Reconciliation

	Three Months Ended					
	December 31, 2016			December 31, 2015		
	Pretax	Net of Tax	Per Share Amounts	Pretax	Net of Tax	Per Share Amounts
(in thousands, except share and per share data)						
GAAP income	\$ 1,356	\$ 273	\$ 0.01	\$ 6,477	\$ 3,786	\$ 0.07
Special charges:						
Shareholder and other litigation costs	5,791	3,524	0.07	331	193	-
Non-GAAP income ⁽¹⁾	\$ 7,147	\$ 3,797	\$ 0.07	\$ 6,808	\$ 3,979	\$ 0.08

⁽¹⁾ Amounts may not foot due to rounding.

	Twelve Months Ended					
	December 31, 2016			December 31, 2015		
	Pretax	Net of Tax	Per Share Amounts	Pretax	Net of Tax	Per Share Amounts
(in thousands, except share and per share data)						
GAAP income	\$ 31,339	\$ 18,463	\$ 0.36	\$ 26,772	\$ 15,696	\$ 0.31
Special charges:						
Shareholder and other litigation costs	7,618	4,632	0.09	1,283	752	0.01
Write-off of debt issuance costs	-	-	-	194	114	0.00
Non-GAAP income ⁽¹⁾	\$ 38,957	\$ 23,095	\$ 0.45	\$ 28,249	\$ 16,562	\$ 0.32

⁽¹⁾ Amounts may not foot due to rounding.

Adjusted EBITDA for the fourth quarter of 2016 was \$14.5 million compared with \$14.2 million for the fourth quarter of 2015. Full year Adjusted EBITDA for fiscal 2016 was \$68.0 million compared with \$58.4 million for fiscal 2015. See the "Adjusted EBITDA Reconciliation" table and the "Non-GAAP Financial Measures" section below for a reconciliation of GAAP net income to Adjusted EBITDA.

Adjusted EBITDA Reconciliation

(\$ in thousands)	Three Months Ended		Twelve Months Ended	
	December 31,		December 31,	
	2016	2015	2016	2015
GAAP net income	\$ 273	\$ 3,786	\$ 18,463	\$ 15,696
Interest expense	333	483	1,715	2,584
Income taxes	1,083	2,691	12,876	11,076
Depreciation and amortization	6,088	5,639	23,042	22,236
Special charges ⁽¹⁾	5,791	331	7,618	1,283
Stock-based compensation	939	1,319	4,333	5,545
Adjusted EBITDA	\$ 14,507	\$ 14,249	\$ 68,047	\$ 58,420

⁽¹⁾ Shareholder and other litigation costs.

Financial Guidance

The Company is providing expectations for full year 2017 based on past performance, anticipated new store openings and current economic conditions.

For the full year ending December 31, 2017 the Company expects:

(\$ in millions, except per share data)	2017	2016
Net Sales	\$350 - \$370	\$324.2
Comparable Store Sales Change	low to mid single digits	7.6%
Gross Margin % of Net Sales	approx. 70%	70.0%
Depreciation & Amortization	approx. \$27	\$23.0
Stock Based Compensation	approx. \$3.5	\$4.3
Effective Tax Rate	approx. 40%	41.1%
Special Charges	approx. \$0.5	\$7.6
Earnings per Shares (GAAP)	\$0.49 - \$0.56	\$0.36
Non-GAAP Earnings Per Share	\$0.50 - \$0.57	\$0.45
Adjusted EBITDA	\$74 - \$80	\$68.0
Fully Diluted Shares Outstanding	approx. 52 million	51.9 million
New stores	12 to 15	9
Capital Expenditures	\$30 to \$35	\$27.3

See the “Non-GAAP Income Guidance Reconciliation” table and the “Adjusted EBITDA Guidance Reconciliation” table on the final page of this release for a reconciliation of these Non-GAAP measures to the comparable GAAP measures.

Webcast and Conference Call

The Company will host a conference call via live webcast for investors and other interested parties beginning at 9:00 a.m. Eastern Time on Tuesday, February 14, 2017. Participants may access the live webcast by visiting the Company’s Investor Relations page at www.tileshop.com. The call can also be accessed by dialing (844) 421-0597, or (716) 247-5787 for international participants. A webcast replay of the call will be available on the Company’s Investor Relations page at www.tileshop.com.

Additional details can be located at www.tileshop.com under the Financial Information – SEC Filings section of the Company’s Investor Relations page.

About The Tile Shop

The Tile Shop is a leading specialty retailer of manufactured and natural stone tiles, setting and maintenance materials, and related accessories in the United States. The Company offers a wide selection of high quality products, exclusive designs, knowledgeable staff and exceptional customer service, in an extensive showroom environment with up to 50 full-room tiled displays which are enhanced by the complimentary Design Studio – a collaborative platform to create customized 3D design renderings to scale, allowing customers to bring their design ideas to life. The Tile Shop currently operates 123 stores in 31 states and the District of Columbia, with an average size of 21,100 square feet and sells products online at www.tileshop.com

The Tile Shop is a proud member of the American Society of Interior Designers (ASID), National Association of Homebuilders (NAHB), and the National Tile Contractors Association (NTCA). Visit www.tileshop.com. Join The Tile Shop (#thetileshop) on Facebook, Instagram, Pinterest and Twitter.

Non-GAAP Financial Measures

The Company calculates Adjusted EBITDA by taking net income calculated in accordance with GAAP, and adjusting for interest expense, income taxes, depreciation and amortization, stock based compensation and special charges related to litigation, including shareholder and other litigation. Adjusted EBITDA margin is equal to Adjusted EBITDA divided by net sales. Non-GAAP net income excludes special charges related to litigation costs, including shareholder and other litigation, and losses incurred in connection with the renegotiation of debt, and is net of tax.

The Company believes that these non-GAAP measures of financial results provide useful information to management and investors regarding certain financial and business trends relating to the Company's financial condition and results of operations. Company management uses these non-GAAP measures to compare Company performance to that of prior periods for trend analyses, for purposes of determining management incentive compensation, and for budgeting and planning purposes. These measures are used in monthly financial reports prepared for management and the Board of Directors. The Company believes that the use of these non-GAAP financial measures provides an additional tool for investors to use in evaluating ongoing operating results and trends and in comparing the Company's financial measures with other specialty retailers, many of which present similar non-GAAP financial measures to investors.

Company management does not consider these non-GAAP measures in isolation or as an alternative to financial measures determined in accordance with GAAP. The principal limitations of these non-GAAP financial measures are that they exclude significant expenses and income that are required by GAAP to be recognized in the Company's consolidated financial statements. In addition, they are subject to inherent limitations as they reflect the exercise of judgments by management about which expenses and income are excluded or included in determining these non-GAAP financial measures. In order to compensate for these limitations, management presents non-GAAP financial measures in connection with GAAP results. The Company urges investors to review the reconciliation of these non-GAAP financial measures to the comparable GAAP financial measures and not to rely on any single financial measure to evaluate the business.

FORWARD LOOKING STATEMENTS

This press release includes "forward looking statements" within the meaning of the "safe harbor" provisions of the United States Private Securities Litigation Reform Act of 1995. Forward looking statements may be identified by the use of words such as "anticipate", "believe", "expect", "estimate", "plan", "outlook", and "project" and other similar expressions that predict or indicate future events or trends or that are not statements of historical matters. These forward looking statements include any statements regarding the Company's strategic and operational plan and expected financial performance (including the financial performance of new stores). Forward looking statements should not be read as a guarantee of future performance or results, and will not necessarily be accurate indications of the times at, or by, which such performance or results will be achieved. Forward looking statements are based on information available at the time those statements are made and/or management's good faith belief as of that time with respect to future events, and are subject to risks and uncertainties that could cause actual performance or results to differ materially from those expressed in or suggested by the forward looking statements, including but not limited to unforeseen events that may affect the retail market or the performance of the Company's stores. The Company does not intend, and undertakes no duty, to update this information to reflect future events or circumstances. Investors are referred to the most recent reports filed with the SEC by the Company.

Tile Shop Holdings, Inc. and Subsidiaries
Consolidated Balance Sheets
(\$ in thousands, except share data)
(Unaudited)

	December 31, 2016	December 31, 2015
Assets		
Current assets:		
Cash and cash equivalents	\$ 6,067	\$ 10,330
Restricted cash	3,000	219
Trade receivables, net	2,414	1,966
Inventories	74,295	69,878
Prepaid inventory	110	568
Income tax receivable	1,670	735
Other current assets, net	8,645	3,557
Total Current Assets	96,201	87,253
Property, plant and equipment, net	141,037	135,115
Deferred tax assets	21,391	20,846
Long-term restricted cash	3,881	-
Other assets	2,763	1,793
Total Assets	\$ 265,273	\$ 245,007
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	\$ 20,321	\$ 14,584
Current portion of long-term debt	6,286	4,744
Income tax payable	120	1,101
Other accrued liabilities	33,461	19,327
Total Current Liabilities	60,188	39,756
Long-term debt, net	22,126	51,178
Capital lease obligation, net	697	797
Deferred rent	37,595	34,983
Other long-term liabilities	5,768	3,092
Total Liabilities	126,374	129,806
Stockholders' Equity:		
Common stock, par value \$0.0001; authorized: 100,000,000 shares; issued and outstanding: 51,607,143 and 51,437,973 shares, respectively	5	5
Preferred stock, par value \$0.0001; authorized: 10,000,000 shares; issued and outstanding: 0 shares	-	-
Additional paid-in-capital	185,998	180,192
Accumulated deficit	(47,058)	(64,985)
Accumulated other comprehensive loss	(46)	(11)
Total Stockholders' Equity	138,899	115,201
Total Liabilities and Stockholders' Equity	\$ 265,273	\$ 245,007

Tile Shop Holdings, Inc. and Subsidiaries
Consolidated Statements of Operations
(\$ in thousands, except share, and per share data)
(Unaudited)

	Three Months Ended		Twelve Months Ended,	
	December 31,		December 31,	
	2016	2015	2016	2015
Net sales	\$ 76,614	\$ 71,914	\$ 324,157	\$ 292,987
Cost of sales	23,281	21,281	97,261	89,377
Gross profit	53,333	50,633	226,896	203,610
Selling, general and administrative expenses	51,683	43,706	193,983	174,384
Income from operations	1,650	6,927	32,913	29,226
Interest expense	(333)	(483)	(1,715)	(2,584)
Other income	39	33	141	130
Income before income taxes	1,356	6,477	31,339	26,772
Provision income taxes	(1,083)	(2,691)	(12,876)	(11,076)
Net income	\$ 273	\$ 3,786	\$ 18,463	\$ 15,696
Earnings per common share:				
Basic	\$ 0.01	\$ 0.07	\$ 0.36	\$ 0.31
Diluted	\$ 0.01	\$ 0.07	\$ 0.36	\$ 0.31
Weighted average shares outstanding:				
Basic	51,497,198	51,230,524	51,415,492	51,161,059
Diluted	52,112,609	51,569,562	51,877,005	51,304,982

Tile Shop Holdings, Inc. and Subsidiaries
Rate Analysis
(Unaudited)

	Three Months Ended		Twelve Months Ended	
	December 31,		December 31,	
	2016	2015	2016	2015
Gross margin rate	69.6 %	70.4 %	70.0 %	69.5 %
SG&A expense rate	67.5 %	60.8 %	59.8 %	59.5 %
Income from operations margin rate	2.2 %	9.6 %	10.2 %	10.0 %
Adjusted EBITDA margin rate	18.9 %	19.8 %	21.0 %	19.9 %

Non-GAAP Income Guidance Reconciliation

(\$ in millions, except per share data)	2017 Guidance					
	Low End			High End		
	Pretax	Net of Tax	Diluted Per Share Amounts	Pretax	Net of Tax	Diluted Per Share Amounts
GAAP income	\$ 42	\$ 25	\$ 0.49	\$ 49	\$ 29	\$ 0.56
Special charges ⁽¹⁾	0.5	0	0.01	0.5	0	0.01
Non-GAAP income ⁽²⁾	\$ 43	\$ 26	\$ 0.50	\$ 49	\$ 29	\$ 0.57

⁽¹⁾ Shareholder and other litigation costs.

⁽²⁾ Amounts may not foot due to rounding.

Adjusted EBITDA Guidance Reconciliation

(\$ in millions)	2017 Guidance	
	Low End	High End
GAAP Net Income	\$ 25	\$ 29
Interest expense	1	1
Income taxes	17	19
Depreciation and amortization	27	27
Special charges ⁽¹⁾	0.5	0.5
Stock based compensation	3.5	3.5
Adjusted EBITDA ⁽²⁾	\$ 74	\$ 80

⁽¹⁾ Shareholder and other litigation costs.

⁽²⁾ Amounts may not foot due to rounding.

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Investors and Media:

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THE TILE SHOP ANNOUNCES INITIATION OF CASH DIVIDEND

Company to pay \$0.05 quarterly cash dividend per common share

MINNEAPOLIS – February 14, 2017 – The Board of Directors of Tile Shop Holdings, Inc. (NASDAQ: TTS) (the “Company”), a specialty retailer of manufactured and natural stone tiles, setting and maintenance materials, and related accessories, has authorized the initiation of a quarterly cash dividend commencing in the first quarter of 2017, and declared an initial dividend of \$0.05 per common share, payable March 24, 2017 to stockholders of record as of the close of business on March 14, 2017.

“The initiation of a dividend to our shareholders displays our confidence in The Tile Shop’s future growth trajectory and free cash flow generation,” said Chris Homeister, CEO. “We are in a unique position to begin accelerating our store openings in 2017, continue investing to support our store and distribution network to achieve significant long term growth and begin returning capital to shareholders, all while maintaining a minimal level of debt thanks to the competitive strength and significant free cash flow generation of our business.”

About The Tile Shop

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