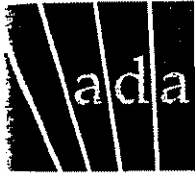


# EXHIBIT A



ASSET  
DISPOSITION  
ADVISORS LLC

655 Third Avenue, 21<sup>st</sup> Floor, New York, New York 10017 • Phone: 212 573-9084 • Fax: 212 476-4788 • [assetdisposition@aol.com](mailto:assetdisposition@aol.com)

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July 11, 2003

**PERSONAL AND CONFIDENTIAL**

Mr. John K. Koegel  
President-Chief Executive Officer  
Bonus Stores, Inc.  
1401 Highway 13 North  
Columbia, MS 39429

Re: Engagement of Asset Disposition Advisors, LLC

Dear Jack:

This letter shall serve to memorialize and confirm the terms and conditions of our engagement in this matter by Bonus Stores, Inc. (the "Company"). As you are aware, Asset Disposition Advisors, LLC ("ADA") has previously been engaged by Fleet Retail Finance Inc. ("FRFI") in connection with certain matters concerning the Company and its financial difficulties. ADA's engagement by FRFI concluded effective as of July 10, 2003. Notwithstanding that prior engagement, the Company has expressed a desire to engage ADA to provide it strategic assistance in connection with its continuing efforts to discontinue operations at certain of its retail store and/or distribution center locations (collectively, the "Closing Locations"), including, but not limited to, the disposition of the merchandise inventories, furniture, fixtures and equipment, and related assets at the Closing Locations. In that connection, we shall as and to the extent requested:

1. Assist in the assessment of the current financial position of the Company;
2. Meet with the Company's management to review and evaluate their assessment of the current business situation and develop plans and help initiate an approach to effectuate the stabilization of its operations;
3. Monitor the Company's operating strategies and assess performance as against plan;

Barry Gold, *Principal*  
Cell: 724 413-5783  
[barrygold@aol.com](mailto:barrygold@aol.com)

Paul Traub, *Principal*  
Cell: 917 754-1454  
[paultraub@aol.com](mailto:paultraub@aol.com)

4. Assist the Company in the formulation of a strategic sale process for the Company and/or certain of its assets, and execution and implementation of such sale strategy;
5. Assist the Company in the process of conducting physical inventories in the Closing Locations, and the subsequent reconciliation of the inventory counts and associated valuation matters; and
6. Provide such other services as may be requested by the Company from time to time.

The services enumerated in 1 through 6 above shall be collectively referred to as the "Services".

As we have discussed, the engagement of ADA does not contemplate that ADA shall provide services other than the strategic consulting Services enumerated herein.

We hereby confirm that Paul Traub and Barry Gold, both of whom are principals of the firm, will be the primary providers of the Services under this engagement; provided however, in the event the Company files a petition for relief under chapter 11 of the Bankruptcy Code and determines to engage the services of the law firm Traub, Bonacquist & Fox LLP as bankruptcy counsel in connection with such filing, the Company acknowledges that ADA has advised the Company that Mr. Traub will thereupon no longer provide any Services, and that all post-filing services will be provided by Mr. Gold. Mr. Gold will be available to the Company at all reasonable times in providing the Services consistent with this engagement. In addition to Mr. Gold, our engagement will be staffed by other personnel or consultants possessing the requisite skills and experience to achieve the objectives set forth in an expeditious and effective manner. We may also, from time to time, periodically retain, independent contractors with unique skills and abilities, with whom we have a relationship, to assist us.

In consideration for our performance of all of the Services enumerated herein, ADA will bill the Company at our usual and customary hourly rates for these types of engagements. For your information, Mr. Gold's current hourly rate is \$500.00. In addition, ADA has the following other standard hourly rates: Senior Consultants, \$495.00-\$450.00; Junior Consultants, \$365.00-225.00; Support Staff, \$75.00 to \$150.00. We will invoice the Company on a monthly basis, or more frequently as we may agree, which fees and expenses shall be paid promptly upon submission of an invoice therefor. In addition, ADA shall be entitled to prompt reimbursement of actual and reasonable out-of-pocket expenses.

Mr. John K. Koegel  
Bonus Stores, Inc.  
July 11, 2003  
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In consideration of our agreement to provide the referenced Services, upon execution of this Engagement Agreement, the Company shall pay ADA an initial retainer of \$75,000 (the "Initial Retainer"). Our firm's wire transfer instructions accompany this Engagement Agreement.

If the foregoing meets with your approval, please confirm ADA's agreement to the foregoing terms and provisions by signing a copy of this letter in the space provided therefor below and thereupon return same to me at the above address.

Should you have any questions concerning this matter, please do not hesitate to contact me at your convenience.

Very truly yours,

ASSET DISPOSITION ADVISORS, LLC

By: Paul Traub  
Paul Traub

ACKNOWLEDGED AND AGREED TO  
THIS \_\_\_ DAY OF JULY, 2003

BONUS STORES, INC.

By: John K. Koegel  
Name  
Its: