

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA**

In re:	Jointly Administered Under Case No. 17-30673 (MER)
Gander Mountain Company, Overton's, Inc.,	Case No. 17-30673 Case No. 17-30675
Debtors.	Chapter 11 Cases

**ORDER AMENDING FINAL ORDER PURSUANT TO 11 U.S.C. §§ 105, 361, 362,
363, 364 AND 507 (I) APPROVING POST PETITION FINANCING, (II) GRANTING
LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS,
(III) AUTHORIZING USE OF CASH COLLATERAL, (IV) GRANTING ADEQUATE
PROTECTION, (V) MODIFYING AUTOMATIC STAY, AND
(VI) GRANTING RELATED RELIEF**

The *Final Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364 and 507 (I) Approving Postpetition Financing, (II) Granting Liens and Providing Superpriority Administrative Expense Status, (III) Authorizing Use of Cash Collateral, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, and (VI) Granting Related Relief* [Docket No. 443] (the “**Final DIP Order**”),¹ entered April 14, 2017, is hereby amended as follows:

A. Paragraph 11 of the Final DIP Order is hereby deleted and replaced with the following:

Authorization to Use Cash Collateral. Subject to the terms and conditions of this Final Order and the DIP Loan Documents, and in accordance with the Approved Budget, the Debtors are authorized to use Cash Collateral until the delivery of a Cash Collateral Termination Notice in the manner set forth in and subject to paragraph 26; provided, however, that during the Remedies Notice Period (as defined herein) the Debtors may use Cash Collateral solely to meet payroll (other than severance) and payroll taxes and to pay expenses critical to the preservation of the Debtors and their estates as agreed by the DIP Agent and the Prepetition Term Loan Agent, each in its sole discretion, in each case in accordance with the terms and provisions of the Approved Budget. As additional adequate protection for the Debtors’ continued use of Cash Collateral, from time to time as set forth herein (each date, an “**Excess Cash Payment Date**”) until the indefeasible payment in full in cash of the DIP Obligations and the Prepetition Secured Obligations, the Debtors shall transfer or cause to be transferred (each transfer, an “**Excess Cash Payment**”) (i) to the DIP Agent, until the DIP Obligations have been paid in full in cash, and thereafter to (ii) the Prepetition Term Loan Agent, until the Prepetition Term Loan Obligations have been paid in full in cash, all amounts in the Debtors’ deposit accounts, including any Operating Account other than the Sales Taxes Account (as defined in the agency agreement approved by the *Order Authorizing the Sale of Certain of the Debtors’ Assets Free and Clear of Liens, Claims, Rights, Encumbrances, and Other Interests* [Docket No. 688] (the “**Liquidation Sale**”) (the “**Accounts**”), as follows: (u) upon the closing of the Liquidation Sale, all amounts in the Accounts in excess of \$16,500,000 as of the date thereof; (v) on May 12, 2017, all amounts in the Accounts in excess of \$16,500,000 as of the date thereof; (w) on May 19, 2017, all amounts in the Accounts in excess of \$10,000,000 as of the date thereof; (x) upon the closing of the sale authorized by the *Order Authorizing the Sale of Certain Assets Free and Clear of Liens, Claims, Rights, Encumbrances, and Other Interests* [Docket. No. 691] (the “**CWI Sale**”), any and all proceeds realized by the Debtors from such

¹ Capitalized terms used but not defined herein have the meanings given to them in the DIP Loan Documents.

sale, provided, however, that the balance of the Accounts as of the date thereof shall be \$15,000,000; (y) on May 26, 2017, all amounts in the Accounts in excess of \$15,000,000 as of the date thereof; and (z) commencing on June 2, 2017 and continuing on Friday of each week thereafter until the indefeasible payment in full in cash of the DIP Obligations and the Prepetition Secured Obligations, all amounts in the Accounts in excess of \$10,000,000 as of the applicable Excess Cash Payment Date. On each Excess Cash Payment Date, (i) the DIP Agent is authorized to transfer from the Concentration Account and any of the Debtors' deposit accounts to the DIP Agent the Excess Cash Payment, and (ii) upon the payment in full in cash of the DIP Obligations, the Prepetition Term Loan Agent may direct the applicable depository to transfer to the Prepetition Term Loan Agent the Excess Cash Payment. The Excess Cash Payment shall be applied in accordance with Paragraph 18 hereof. In consideration of the DIP Credit Parties' consent to the use of Cash Collateral in accordance with the terms and conditions hereof, unless the DIP Obligations have been paid in full in cash, the Debtors shall pay to the DIP Agent, for the benefit of the DIP Secured Parties, (x) on May 30, 2017, a fee in the amount of \$150,000, and (y) each week thereafter until the DIP Obligations have been paid in full in cash, an additional fee in the amount of \$50,000 (each such payment date, a "**DIP Adequate Protection Fee Payment Date**", and such fees, the "**DIP Adequate Protection Fee**"). In consideration of the Prepetition Term Loan Creditors' consent to the use of Cash Collateral in accordance with the terms and conditions hereof, unless the Prepetition Term Loan Obligations have been paid in full in cash, the Debtors shall pay to the Prepetition Term Loan Agent, for the benefit of the Prepetition Term Loan Lenders, (x) on June 16, 2017, a fee in the amount of \$250,000 and (y) each week thereafter until the Prepetition Term Loan Obligations have been paid in full in cash, an additional fee in the amount of \$50,000 (each such payment date, a "**Term Adequate Protection Fee Payment Date**" and such fees, the "**Term Adequate Protection Fee**" and, together with the DIP Adequate Protection Fee, the "**Adequate Protection Fees**"). On each DIP Adequate Protection Fee Payment Date, the DIP Agent is authorized to transfer from the Concentration Account and any of the Debtors' deposit accounts to the DIP Agent the DIP Adequate Protection Fee. On each Term Adequate Protection Fee Payment Date, the Prepetition Term Loan Agent may direct the applicable depository to transfer the Term Adequate Protection Fee to the Prepetition Term Loan Agent. The Adequate Protection Fees shall be fully earned and payable by the Debtors to the DIP Agent and the Prepetition Term Loan Agent on each DIP Adequate Protection Fee Payment Date and on each Term Adequate Protection Fee Payment Date, as applicable, and shall not be subject to refund or rebate for any reason whatsoever or under any circumstances. The Prepetition Term Loan Agent and the Prepetition Term Loan Lenders shall be entitled to payment of the Term Adequate Protection Fee notwithstanding the restrictions set forth in paragraph 12(b)(ii) of this Order. Nothing in this Final Order shall authorize the disposition of any assets of the Debtors or their estates outside the ordinary course of business (which shall be subject to further Orders of this Court), or any Debtor's use of any Cash Collateral or other proceeds resulting therefrom, except as permitted in this

Final Order and the DIP Loan Documents and in accordance with the Approved Budget.

B. Paragraph 15 of the Final DIP Order is hereby deleted and replaced with the following:

Approved Budget Maintenance. The Approved Budget and any modification to, or amendment or update of, the Approved Budget shall be in form and substance satisfactory to the DIP Agent and the Prepetition Term Loan Agent and approved by the DIP Agent and Prepetition Term Loan Agent, each in its sole discretion. The Debtors shall comply with and update the Approved Budget from time to time in accordance with the DIP Loan Documents as in effect as of the date of this Order (provided that any update shall be in form and substance satisfactory to the DIP Agent and Prepetition Term Loan Agent and approved by the DIP Agent and Prepetition Term Loan Agent, each in its sole discretion). The Debtors shall consult with and provide prior notice to the Committee prior to agreeing to any material changes to the Approved Budget and any extensions of the case and/or sale or liquidation milestones. On or before Wednesday of each week, the Debtors shall deliver to the DIP Agent and Prepetition Term Loan Agent an Approved Budget Variance Report (with delivery of the same to the United States Trustee, the Prepetition ABL Agent, and the Committee, each week after delivery to the DIP Agent and Prepetition Term Loan Agent).

C. Paragraphs 24(d), 26 and 32(a) of the Final Order are hereby modified to include as a notice party: counsel to the liquidators (Attn.: Steven Fox, Esq., Reimer & Braunstein LLP (SFox@riemerlaw.com) and Neil M. Snyder, Esq., Wachtell, Lipton, Rosen & Katz (NMSnyder@wlrk.com)).

D. Paragraph 26 of the Final DIP Order is hereby deleted and replaced with the following:

Cash Collateral Termination Event. Upon the occurrence of a Cash Collateral Termination Event (as defined below), the DIP Agent or the Prepetition Term Loan Agent (other than, in the case of the Prepetition Term Loan Agent, with respect to clause (i) of the definition of “Cash Collateral Termination Event” (defined below) until such time as the DIP Obligations have been paid in full in cash) shall be entitled to declare that the Debtors’ rights to use Cash Collateral on the terms provided in this Final Order are terminated with such termination to take effect immediately upon delivery of a notice (a “**Cash Collateral Termination Notice**”) by the DIP Agent or the Prepetition Term Loan Agent, as applicable, to the Debtors and their counsel, the U.S. Trustee, lead counsel to the Committee, and the DIP Agent or the Prepetition Term Loan Agent, as applicable.

The delivery of a Cash Collateral Termination Notice by the DIP Agent or the Prepetition Term Loan Agent shall constitute a Termination Declaration for all purposes hereof. Following the delivery of the Cash Collateral Termination Notice by the DIP Agent or the Prepetition Term Loan Agent, the Debtors shall be entitled to an emergency hearing before this Court, with any such hearing to be held on not less than three (3) days' notice to the Committee, the DIP Agent, the DIP Lenders, the applicable Prepetition Agent and the applicable Prepetition Secured Creditors, including for the purposes of determining whether the use of Cash Collateral by the Debtors should be granted and on what terms and conditions, even if on a non-consensual basis. Following the delivery of a Cash Collateral Termination Notice, unless and until the Court enters an order authorizing the use of Cash Collateral, the Debtors may not use Cash Collateral without the prior written consent of the DIP Agent or the Prepetition Term Loan Agent, as applicable; provided, however, that the Debtors may use Cash Collateral solely as set forth in paragraph 11 herein during the Remedies Notice Period. A "Cash Collateral Termination Event" means (i) the occurrence of any Event of Default under the DIP Credit Agreement other than the failure to pay all outstanding Obligations as of the Maturity Date; (ii) the failure to make any Excess Cash Payment or pay the Adequate Protection Fee as and when required in paragraph 11 herein; (iii) the failure to repay in full in cash all outstanding DIP Obligations on or before May 30, 2017; (iv) the failure to repay in full in cash all outstanding Prepetition Term Loan Obligations on or before June 16, 2017; (v) the failure to close the CWI Sale by May 30, 2017; (vi) the failure of the Debtors to comply with any of their obligations under this Order, the Order approving the Liquidation Sale or the Order approving the CWI Sale; or (vii) the material non-performance of any party under that certain Agency Agreement dated as of May 4, 2017.

E. Paragraph 35 of the Final DIP Order is hereby amended to include new subsection

(e) as follows:

(e) The Committee stipulates, acknowledges and agrees that (i) the Committee and its counsel have completed their review of the Prepetition Term Loan Documents, the Prepetition Term Loan Obligations and the Prepetition Senior Liens granted to the Prepetition Term Loan Agent, (ii) the Committee will not initiate or commence a Challenge with respect thereto, and (iii) as between the Committee and each Prepetition Term Loan Creditor, the Challenge Period Termination Date is deemed to have occurred.

F. Paragraph 47 of the Final DIP Order is hereby deleted and replaced with the

following:

No Modification of Final Order. Until and unless the DIP Obligations and the Prepetition Secured Obligations have been paid in full in cash (such payment being without prejudice to any terms or provisions contained in the DIP Facility

which survive such discharge by their terms), and all commitments to extend credit under the DIP Facility have been terminated, the Debtors irrevocably waive the right to seek and shall not seek or consent to, directly or indirectly, without the prior written consent of the DIP Agent and the Prepetition Term Loan Agent: (a) (i) any reversal, modification, stay, vacatur or amendment to this Final Order; or (ii) a priority claim for any administrative expense or unsecured claim against the Debtors (now existing or hereafter arising of any kind or nature whatsoever, including, without limitation any administrative expense of the kind specified in Sections 503(b), 507(a) or 507(b) of the Bankruptcy Code) in any of the Cases or Successor Cases, equal or superior to the DIP Superpriority Claim or the Adequate Protection Superpriority Claims, other than the DIP Carve-Out; (b) any order allowing use of Cash Collateral resulting from DIP Collateral; or (c) any lien on any of the Collateral with priority equal or superior to the DIP Liens or the Prepetition Senior Liens. The Debtors irrevocably waive any right to seek any amendment, modification or extension of this Final Order without the prior written consent, as provided in the foregoing, of the DIP Agent and the Prepetition Term Loan Agent, each in its sole discretion, and no such consent shall be implied by any other action, inaction or acquiescence of the DIP Agent or the Prepetition Term Loan Agent.

G. In all other respects, the Final DIP Order remains the same and in full force and effect. The Debtors shall continue to comply with all obligations, covenants, representations and warrants as existed in the DIP Credit Agreement as in effect at the time of the entry of the Final DIP Order on April 14, 2017. Upon the payment in full in cash of the DIP Obligations, the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders shall have all of the rights afforded to the DIP Agent and the DIP Lenders in respect of the representations, warranties, covenants and Events of Default (including all approval and consent rights thereunder) set forth in the DIP Credit Agreement as in effect as of the date of this Order and all such representations, warranties and covenants shall be made or performed for, and inure to the benefit of, the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders.

Dated: *May 8, 2017*

/e/ Michael E. Ridgway

NOTICE OF ELECTRONIC ENTRY AND FILING ORDER OR JUDGMENT Filed and Docket Entry made on <i>05/08/2017</i> Lori Vosejpka, Clerk, by MJS
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MICHAEL E. RIDGWAY
UNITED STATES BANKRUPTCY JUDGE

Certificate of Notice Page 7 of 12
 United States Bankruptcy Court
 District of Minnesota

In re:
 Gander Mountain Company
 Debtor

Case No. 17-30673-MER
 Chapter 11

CERTIFICATE OF NOTICE

District/off: 0864-3

User: michaels
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Date Rcvd: May 08, 2017

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on May 10, 2017.

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 aty Barnes & Thornburg LLP, 2800 Capella Tower, 225 South Sixth Street,
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 aty +Bennett Murphy, Bennett Murphy Law, Inc., 12100 Wilshire Blvd., Suite 800,
 Los Angeles, CA 90025-7140
 aty +Bruce J. Ruzinsky, Jackson Walker LLP, 1401 McKinney St., Ste 1900,
 Houston, TX 77010-1900
 aty +Christopher J. Lawhorn, Carmody MacDonald, 120 S. Central Ave, Ste. 1800,
 St Louis, MO 63105-1726
 aty +Christopher M Dube, McLane Middleton, PA, 900 Elm St, POB 955,
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 aty +Damon G Newman, Quintairos, Prieto, Wood & Boyer, PA, 233 S. Wacker Dr., 70th Floor,
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 aty +David J. Cocke, Evans Petree, PLC, 1000 Ridgeway Loop Rd., Ste. 200,
 Memphis, TN 38120-4036
 aty +Elise A. Neveau, Arnold & Porter Kaye Scholer LLP, 70 West Madison St, Ste 4200,
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 aty +Fred B Ringel, Robinson Brog Leinwand Greene, 875 Third Avenue, 9th Floor,
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 aty +Fredrikson & Byron PA, 200 South Sixth St, Ste 4000, Minneapolis, MN 55402-1425
 aty +Gerard S. Catalanello, Alston & Bird LLP, 90 Park Ave, New York, NY 10016-1387
 aty +Ian S. Fredericks, c/o Hilco, 5 Revere Dr., #300, Northbrook, IL 60062-8014
 aty +Jarrod B. Martin, Nathan Sommers Jacobs, 2800 Post Oak Blvd., 61st Fl.,
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 aty +John F. Ventola, Choate, Hall & Stewart LLP, Two International Place,
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intp +Concord USA, 509 2nd Ave. S., Hopkins, MN 55343-7780
cr +Constellation Energy Inc., 2301 Market Street 22nd Floor, Philadelphia, PA 19103-1338
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Columbus, OH 43215-4159
intp Pathlight Capital LLC, 18 Shipyard Srive, STE 2C, Hingham, MA 02043
cr +Pennsylvania Electric Company dba Penelec, 76 South Main St., A-GO-15, Akron, OH 44308-1812
intp +Potter County Tax Office, c/o Sullivan Law Firm, PA, 1595 Selby Avenue,
St Paul, MN 55104-6221
cr +Prime Memory Solution, 4600 Kietzke Lane, Suite H-182, Reno, NV 89502-5042
intp +Ramco-Gershenson Properties Trust, c/o Stark & Stark, PC, 993 Lenox Drive,
Lawrenceville, NJ 08648-2316
intp +Randall County Tax Office, c/o Sullivan Law Firm, PA, 1595 Selby Avenue, Suite 205,
St Paul, MN 55104-4528
crcm +Renee B. Weiss, DDR Corp, 3300 Enterprise Parkway, Beachwood, OH 44122-7200
crcm +Robert Hanus, Carhartt, Inc., 5750 Mercury Drive, Dearborn, MI 48126-4167
intp +Rosenthal and Rosenthal, Inc., 1370 Broadway, New York, NY 10018-7399
cr +SEAN MANN OUTDOORS, 5589 MARLAN DR, TRAPPE, MD 21673-1908
intp +SIXTH AND SECOND LLC, % SHAY LAW OFFICE LTD, 1513 ST GERMAIN ST W, PO BOX 9,
ST CLOUD, MN 56302-0009
intp +Scottrade Equipment Finance, a division of Scottra, c/o Maslon LLP, 90 S 7th Street #3300,
Minneapolis, MN 55402-4104
intp Shay Law Office, LTD, 1513 St. Germain St. W., PO Box 9, St. Cloud, MN 56302-0009
intp +Sheltered Wings, Inc. d/b/a Vortex Optics, 2120 W Greenview Dr, Middleton, WI 53562-2547
intp +Sig Sauer, Morrison Sund PLLC, Cynthia L. Hegarty, 5125 County Road 101, Suite 200,
Minnetonka, MN 55345-4129
intp +Spirit Master Funding IV, LLC, Ballard Spahr LLP, 1 E. Washington Street, Suite 2300,
Phoenix, AZ 85004-2555
intp +Spirit Master Funding VIII, LLC, Ballard Spahr LLP, 1 E. Washington Street, Suite 2300,
Phoenix, AZ 85004, U.S.A. 85004-2555
intp +Spirit Master Funding, LLC, Ballard Spahr LLP, 1 E. Washington Street, Suite 2300,
Phoenix, AZ 85004-2555
intp +Spirit SPE Gander 2013-1, LLC, Ballard Spahr LLP, 1 E. Washington Street, Suite 2300,
Phoenix, AZ 85004-2555
intp +Spirit SPE Gander 2013-5, LLC, Ballard Spahr LLP, 1 E. Washington Street, Suite 2300,
Phoenix, AZ 85004-2555
intp +Spring ISD, c/o Sullivan Law Firm, PA, 1595 Selby Avenue, Suite 205,
St Paul, MN 55104-4528
intp +Starcom Worldwide, Inc., c/o Sarah E. Doerr, Esq., Moss & Barnett, 150 South Fifth Street,
Suite 1200, Minneapolis, MN 55402-4129
intp +Striker Brands LLC, 8000 Flour Exchange Building, 310 Fourth Avenue South,
Minneapolis, MN 55415-1099
intp +Sunbeam Development Corporation, c/o Jeffrey Snyder, 1450 Brickell Ave., 23rd Floor,
Miami, FL 33131-3456
cr +TAHSIN INDUSTRIAL CORP USA, 111 HOWARD BLVD, SUITE 206, MOUNT ARLINGTON, NJ 07856-1315
intp +TALON FIRST TRUST, LLC, 5500 WAYZATA BLVD SUITE 1070, MINNEAPOLIS, MN 55416-1263
intp +TARRANT COUNTY, Linebarger Goggan Blair & Sampson, LLP, c/o Elizabeth Weller,
2777 N Stemmons Frwy Ste 1000, DALLAS, TX 75207-2328
intp +TDS Telecommunications Corporation, c/o Sarah E. Doerr, Moss & Barnett,
150 South Fifth Street, Suite 1200, Minneapolis, MN 55402-4129
intp +THF-CG Charleston Limited Partnership, 211 N. Stadium Blvd., Suite 201,
Columbia, MO 65203-1161
intp +TRAVIS COUNTY, C/O DAVID ESCAMILLA, PO BOX 1748, AUSTIN, TX 78767-1748
cr +Tax Appraisal District of Bell County, et al, McCreary, Veselka, Bragg & Allen, P.C.,
P.O. Box 1269, Round Rock, TX 78680-1269

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intp +Teacher's Retirement System of the State of Kentuc, 479 Versailles Road,
Frankfort, KY 40601-3800
intp +Tennessee Wildlife Resources Agency, c/o TN Atty. General, Bankruptcy Div., P.O. Box 20207,
Nashville, TN 37202-4015
cr +The Cleveland Electric Illuminating Company dba Th, 76 South Main St., A-GO-15,
Akron, OH 44308-1812
intp +The Corsicana Industrial Foundation, Inc., 740 East Campbell Rd., Suite 800,
Richardson, TX 75081-6757
cr +The East Ohio Gas Company dba Dominion East Ohio, Atten: Lessie M. Jones, Esq.,
1201 East 55th St., Cleveland, OH 44103-1028
cr Theodore Scardino, c/o Darron C. Knutson, Attorney at Law, 901 N. 3rd St., Suite 140,
Minneapolis, MN 55401-1169
intp +Thirty and Summit Billboard Company, LLC, c/o Carmody MacDonald P.C.,
120 S. Central Ave., Ste. 1800, St. Louis, MO 63105-1726
intp +Triple "S" Sporting Supplies, Inc., 325 Creekside Drive, Amherst, NY 14228-2073
intp +Trisessential, 1905 E. Wayzata Blvd., Suite 333, Wayzata, MN 55391-5006
cr +U.S. Bank, National Association, c/o Stein & Moore, P.A., 332 Minnesota Street,
Suite W-1650, St. Paul, MN 55101-1336
cr Virginia Electric and Power Company dba Dominion V, Atten: Sherry Ward,
701 East Cary Street, One James Rivver Plaza, Richmond, VA 23219
intp +W. Harris County MUD 6, c/o Sullivan Law Firm, PA, 1595 Selby Avenue, Suite 205,
St Paul, MN 55104-4528
intp +Wapsi Fly, Inc., 27 CR 458, Mountain Home, AR 72653-8212
intp +Wells Fargo Bank, N.A., ATTN: OFFICER or MANAGING AGENT, Legal Process - 17th Floor,
Sixth & Marquette, Minneapolis, MN 55479-0001
intp +Westpoint Plaza LP Ltd. Partnership, c/o Ralph Dill, 37 West Broad Street, Suite 900,
Columbus, OH 43215-4159
intp Wildlife Research Center, Inc., 14485 Azurite Street NW, Ramsey, MN 55303-4859
intp +c/o Eckberg Lammers Attn. Amanda K. Schlitz Thomas, 430 Second Street,
Hudson, WI 54016-1510

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

aty +E-mail/Text: evoss@bhllaw.net May 08 2017 21:49:35 Edwin P. Voss, Jr.,
Brown & Hofmeister, LLP, 740 East Campbell Rd., Ste. 800, Richardson, TX 75081-6757
intp E-mail/Text: houston_bankruptcy@LGBS.com May 08 2017 21:49:38 Cypress-Fairbanks ISD,
Linebarger Goggan Blair & Sampson LLP, c/o John P. Dillman, P.O. Box 3064,
Houston, TX 77253-3064
intp +E-mail/Text: rweiss@ddr.com May 08 2017 21:49:56 DDR Corp., Renee B. Weiss, Esq.,
3300 Enterprise Parkway, Beachwood, OH 44122-7200
intp E-mail/Text: houston_bankruptcy@LGBS.com May 08 2017 21:49:38 Fort Bend County,
Linebarger Goggan Blair & Sampson LLP, c/o John P. Dillman, P.O. Box 3064,
Houston, TX 77253-3064
intp +E-mail/Text: houston_bankruptcy@LGBS.com May 08 2017 21:49:38 Harris County,
Linebarger Goggan Blair & Sampson LLP, c/o John P. Dillman,
Linebarger Goggan Blair & Sampson LLP, P.O. Box 1515, Houston, Tx 77251-1515
fa +E-mail/Text: schuhl.com May 08 2017 21:50:00 Houlihan Lokey Capital Inc.,
10250 Constellation Blvd., 5th Floor, Los Angeles, CA 90067-6205
intp +E-mail/Text: key_bankruptcy_ebnc@keybank.com May 08 2017 21:49:43
KeyBank National Association, 127 Public Square, Cleveland, OH 44114-1217
cr E-mail/Text: key_bankruptcy_ebnc@keybank.com May 08 2017 21:49:43
KeyBank National Association, c/o Michael A. Axel, Esq., 127 Public Sq., Second Floor,
Cleveland, OH 44114-1306
intp +E-mail/Text: ecfnofices@dor.mo.gov May 08 2017 21:49:24 Missouri Department of Revenue,
Steven A. Ginther, PO Box 475, 301 W. High Street, Room 670,
Jefferson City, MO 65105-0475
cr +E-mail/Text: callcenter_bteam@nyseg.com May 08 2017 21:49:54
New York State Electric and Gas Corporation, Atten: Kelly Potter, James A. Carrigg Center,
18 Link Drive, Binghamton, NY 13904-3222
cr +E-mail/Text: bankruptcy@firstenergycorp.com May 08 2017 21:49:39 Ohio Edison Company,
76 South Main St., A-GO-15, Akron, OH 44308-1817
cr +E-mail/Text: bankruptcygroup@peco-energy.com May 08 2017 21:49:30 PECO Energy Company,
Atten: Merrick Friel, 2301 Market Street, Philadelphia, PA 19103-1338
cr +E-mail/Text: rgebankruptcy@rge.com May 08 2017 21:49:59
Rochester Gas and Electric Corporation, Atten: Patricia Cotten, 89 East Ave.,
Rochester, NY 14649-0001
cr +E-mail/Text: bankruptcy@firstenergycorp.com May 08 2017 21:49:39 TOLEDO EDISON COMPANY,
76 S MAIN ST, AKRON, OH 44308-1817
cr +E-mail/Text: bankruptcy@firstenergycorp.com May 08 2017 21:49:39 West Penn Power Company,
76 S. Main St., A-GO-15, Akron, OH 44308-1817
cr +E-mail/Text: bkcompliance@westarenergy.com May 08 2017 21:49:33 Westar Energy,
Atten: Sally Wilson, 818 S. Kansas Ave., P.O. Box 889 (66601), Topeka, KS 66601-0889
TOTAL: 16

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

intp 6100 Pacific, LLC
intp ARC RGCHRNCO01, LLC
intp ARCP GM Waukesha WI, LLC
intp ARCP MT Lafayette IN, LLC
cr Accenture, LLP
intp Alliance Sports Group

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User: michaels
Form ID: pdf111

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***** BYPASSED RECIPIENTS (continued) *****

intp Andrew Square85 LLC
intp B.H. West Baraboo, LLC., a California limited liab
intp BANK OF THE WEST
intp BBRG, Inc.
intp BFHM, LLC
intp BRE RC Riverpark SC TX LP
intp Benderson Development Group
intp Bexar County, TX
intp Brixmor Property Group, Inc.
intp C.E. Smith Company, Inc.
intp CHAMPLAIN CENTRE NORTH, LLC
intp CWI, Inc.
intp Cabot IV-IN1B04, LLC
intp Cal-June, Inc.
cr Cellco Partnership d/b/a Verizon Wireless
intp Central Bank of Saint Louis
intp City of Corsicana and Navarro, County, Texas
intp City of Mesquite, Texas
intp City of Mobile, Alabama
cr Co-operative Feed Dealers, Inc.
intp Cole GM Hermantown MN, LLC
intp Cole GM Houston TX, LLC
intp Cole GM Pensacola FL, LLC
intp Cole GM Spring TX, LLC
intp Comenity Bank
intp County of Dallas, Texas
intp County of Fort Bend, Texas
intp County of Grayson, Texas
intp County of Harris, Texas
intp County of Jefferson, Texas
intp County of McLennan, Texas
intp County of Smith, Texas
intp County of Tarrant, Texas
intp DFG Chattanooga, LLC
intp DUCK HILL, LLC
op Donlin Recano & Company, Inc.
intp Duckett Fishing, LLC
intp El Paso, Texas
intp Eldorado Marketplace Associates, LP
intp Expeditors International of Washington, Inc.
intp FSC GM Lebanon IN, DST
fa FTI Consulting, Inc.
intp Fernwood Associates
intp Fort Bend County LID #10
intp GM Lansing 824, LLC
intp Gander Enterprises, LLC
intp Gander Hill LLC
intp Gander St. Andrews, LLC
intp Gander Texarkana, LLC
intp Gander Three Rivers, LLC
cr General Sports, Inc.
intp Grand Traverse Marketplace, LLC
intp Great American Group, LLC
intp Hawthorne North Rivers LLC
intp Holiday Stationstores, Inc.
intp IA Monroe Poplin, LLC
intp IA San Antonio Westover, LLC
intp IRC Pine Tree Plaza, L.L.C.
intp Interstate Batteries, Inc.
intp Islip U-Slip LLC
cr Joyce A. Broderick
intp K.I.L. Enterprises, Ltd
intp KRG Oldsmar Project Company, LLC
intp Kevin and Stephen Corp.
intp KillerGearLLC
intp Level 3 Communications, LLC
intp Lewisville ISD
crcm Lowenstein Sandler LLP
intp Master Technology Group
cr Merkle Inc.
intp Mesquite ISD
cr Metropolitan Edison Company
intp Midland Radio Corporation
cr Monroeville Plaza 1989 Limited Partnership
intp National Retail Properties
crcm OFFICIAL COMMITTEE OF UNSECURED CREDITORS
intp OpticsPlanet, Inc.
intp Oracle America, Inc.
intp Oracle Credit Corporation

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Total Noticed: 180

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***** BYPASSED RECIPIENTS (continued) *****

intp Outkast Tackle, Inc.
intp PENNSYLVANIA DEPT OF REVENUE
intp ParBec, LLC and Lake Kristi Properties, LLC
intp RPAI Lewisville Lakepointe Limited Partnership
intp RPAI McDonough Henry Town, L.L.C.
intp Realty Income Corporation
intp Red Wing Brands of America
intp Red Wing Brands of America VAS
intp Regency Centers
cr RetailNext, Inc.
intp River Oaks Properties, Ltd.
intp Round Rock Crossings Texas, LP
intp SIG Sauer Inc
intp STORE Master Funding IV, LLC
intp STORE Master Funding VI, LLC
intp STORE Master Funding X, LLC
intp STORE SPE Belle, LLC
intp STORE SPE Cicero 2013-4, LLC
intp Salmon Run Shopping Center, L.L.C.
cr Saskaway Twelve, LP
intp Scenic Capital, LLC
intp Smith & Wesson Corp
cr Strike King Lures, Co.
intp Sylvan Park Apartments, LLC
cr TG-Cotops Youngmann, NY LLC
cr Tata America International Corporation
intp Texas Comptroller of Public Accounts and Texas Wor
intp The Walk at Tulsa Hills, LLC
intp Tiger Capital Group, LLC
intp Tw Telecom Holdings Inc.
cr Verizon Credit Inc.
intp Vista Outdoor Sales
intp WaterWalk GM, Inc.
intp Weatherby, Inc., David A. Juhnke
intp Wells Fargo Vendor Financial Services
intp Win Properties, Inc.
cr Wipro, LLC
aty* Faegre Baker Daniels LLP, 2200 Wells Fargo Center, 90 South Seventh St,
Minneapolis, MN 55402-3901
cr* +c/o Eckberg Lammers Attn. Amanda K. Schlitz Thomas, 430 Second Street,
Hudson, WI 54016-1510

TOTALS: 122, * 2, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address
pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 10, 2017

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on May 8, 2017 at the address(es) listed below:
NONE.

TOTAL: 0