

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

In re:	Chapter 11
	Case No. 17-30673 (MER)
GANDER MOUNTAIN COMPANY, OVERTON'S, INC.,	Case No. 17-30675 (MER)
	(Jointly Administered)
Debtors.	

**DECLARATION OF MICHAEL MCBRIDE IN SUPPORT OF MOTION COMPELLING  
DEBTOR/LIQUIDATOR TO CEASE SELLING AUGEMENT GOODS OUTSIDE THE  
USE OF THE LEASE, FOR RELIEF FROM THE AUTOMATIC STAY AND OTHER  
RELATED RELIEF**

I, Michael McBride, state the following under penalty of perjury:

1. I am the Vice President-Managing Director of Ramco-Gershenson Properties, L.P.'s (the "Landlord") Eastern Portfolio.
2. On September 15, 2013, one of Debtors' entities, Gander Mountain Company and Ramco-Gershenson Properties, L.P. entered into a lease (the "Lease") for premises located in the West Oaks Shopping Center (the "Shopping Center"), known as 43825 West Oaks Drive , Novi, MI 48377 (the "Premises"). See attached as Exhibit "A", a true and accurate copy of the Lease.
3. The Lease contains a provides a "use" provision that states:

**SECTION 6.01 USE OF PREMISES.**

(a) Tenant shall use and occupy the leased premises during the continuance of this Lease solely for the Permitted Use set forth in Section 1.01(g) hereof, and for no other purpose or purposes without the prior written consent of Landlord which shall not be unreasonably withheld or delayed for so long as such other use is typically or normally found in comparable family-type retail shopping centers and: (a) does not violate any exclusive use provision or use restriction contained in any other lease or agreement pertaining to the Shopping Center; (b) is not the same as or substantially similar to the primary use of any other store in the Shopping Center;

and (c) without limiting the foregoing restrictions, is not any of the following uses:

an arcade; bowling alley; dry cleaning or laundry service (coin-operated or noncoin-operated); warehousing and storage other than as incidental to a retail operation; live entertainment, stage productions and other productions incidental to operation of a restaurant, nightclub, or cocktail lounge; lumber sales; motion picture theater; paint and/or wallpaper sales; pet shops or pet services; private or civic club, group, or committee meeting room or headquarters; restaurant; seasonal retailing facility that would impair parking availability for other tenants of the Shopping Center (for example, holiday sales); secondhand sales and flea markets; cafeterias; dance halls; non-movie theater; rendering plant; uses generating offensive smells or excessive noise; residential housing; or bank, savings and loan, or credit union services, auditorium, amusement park, carnival or circus, catering hall, sporting event or other sports facility, a facility for any usage which is illegal or dangerous, establishment providing washing or repairing cars on site, trailer or mobile home sales, massage parlor, gymnasium or health and physical fitness spas or clubs, off-track betting operation, mobile home park, trailer court, labor court, junkyard, or stockyard, outdoor automobile, truck trailer or recreational vehicles sales, leasing, display, storage or repair, skating rink, funeral home or mortuary, any establishment primarily engaged in selling, leasing, or exhibiting pornographic or indecent materials or the exhibit of pornographic or indecent performances, training or educational facility (however not applicable to on-site or customer training by an occupant incidental to the conduct of its business at the Shopping Center), gas station, bingo parlor, billiard hall, any use which is inconsistent with the operation of a first-class family-type shopping center.

4. Section 1.01 (g) provides a permitted use provision, which focuses on the sale of sporting good related items:

#### SECTION 1.01(g)

(g) Permitted Use: **The retail sale and rental of hunting** (including without limitation firearms and ammunition), **fishing, camping and outdoor apparel, products, equipment and related accessories** (and retail sales and rental of videotapes, cassette tapes, compact discs or any other visual or audio products related to hunting, fishing and camping), sale of other casual apparel (so long as the sale of other casual apparel is not a primary use of the leased premises), operation of a snack or food service in an area not to exceed one thousand five hundred (1,500) square feet of leasable floor area, operation of a shooting gallery, retail sales, rental and service of all-terrain vehicles and other sports vehicles, operation of a demonstration pool (the "Demonstration Pool") for the purpose of demonstrating items sold at the leased premises in connection with the Permitted Use, retail sales and rental of canoes, kayaks and other similar vessels and other uses incidental thereto, provided that Tenant shall not be permitted to sell or rent any of the items listed on Exhibit "D" attached hereto, except to the extent expressly provided in Exhibit "D."

(Emph. added).

5. In addition to Debtors' leasing of space within the Shopping Center, a number of other tenants also lease space within the Shopping Center, including:

- The Container Store;
- Nordström Rack;
- Old Navy;
- Michaels;
- Home Goods; and
- Party City.

See attached as Exhibit "B", a true and accurate copy of the Site Plan for the Shopping Center Lease.

6. On or about July 9, 2017, I inspected the Premises and discovered it filled with inadequately stocked shelves, empty shelves and augmented goods of items that are not permitted under the "Use" clause, including:

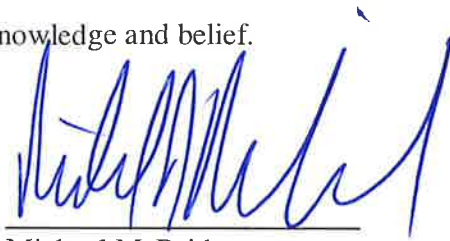
- Pajamas, including slippers;
- Toys;
- Home furnishings, including blankets or throw pillows;
- Emoji pillows;
- Dishware;
- Piggy banks;
- Baby blankets;
- Metal detectors.

I took photos of the same. See attached as Exhibit "C", a true and accurate copy of photographs of augmented goods not permitted to be sold at the Premises.

7. Landlord is concerned that not only the "Use" clause of the Lease is being breached, but that the sale of these types of non-sporting goods could cause issues and concerns with other tenants at the Shopping Center, who sell similar goods.

8. Pursuant to 28 USC 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my information, knowledge and belief.

Dated: July 17, 2017



Michael McBride