

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

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In re:	Jointly Administered Under
Gander Mountain Company, Overton's Inc.	Case No. 17-30673 (MER)
	Case No. 17-30673
	Case No. 17-30576
Debtors.	Chapter 11 Cases

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**LIMITED OBJECTION AND RESERVATION OF RIGHTS OF CISCO  
SYSTEMS CAPITAL CORPORATION TO THE ABANDONMENT OF  
EQUIPMENT SITUATED ON CERTAIN LEASED PREMISES  
PURSUANT TO AMENDED NOTICE OF HEARING AND REJECTION  
OF UNEXPIRED LEASE AND ABANDONMENT OF ANY REMAINING  
PERSONAL PROPERTY IN THE LEASED PREMISES  
(STORE NOS. 114, 168, 202, 271, 282, 286) [ECF 1078]**

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Cisco Systems Capital Corporation (“**Cisco Capital**”), by and through its undersigned counsel, hereby files its limited objection and reservation of rights (the “**Limited Objection**”) to (A) the proposed abandonment by Gander Mountain Company and Overton’s, Inc. (collectively, the “**Debtors**”) of personal property owned by Cisco Capital (the “**Equipment**”) <sup>1</sup> and (B) the disposition of the Equipment by the non-debtor lessors of real property leases (collectively, the “**Landlords**”) for the premises being vacated by the Debtors as set forth in various *Notices of Rejection Of Unexpired Lease And Abandonment Of Any Remaining Personal Property In The Leased Premises* (the “**Rejection And Abandonment Notices**”). <sup>2</sup>

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<sup>1</sup> See the attached Exhibit “A” *CSCC Equipment Situated On Premises Of Closing Stores* for a detailed description of the CSCC Equipment at issue.

<sup>2</sup> See *Amended Notice Of Hearing And Rejection Of Unexpired Lease And Abandonment Of Any Remaining Personal Property In The Leased Premises* (Store Nos. 114, 122, 130, 132, 145, 164, 168, 179, 191, 192, 194, 202, 255, 270, 271, 280, 282, 286, 304, 305, 309, 310, 313, 316, 333, 334, 355, 409, 415, 427, 428, 430, 484) [ECF 1078] and *Notice Of Hearing And Rejection Of Unexpired Lease And Abandonment Of Any Remaining Personal Property In The Leased Premises* (Store Nos. 114, 122, 130, 132, 145, 164, 168, 179, 191, 192, 194, 202, 255, 270, 271, 280, 282, 286, 304, 305, 309, 310, 313, 316, 333, 334, 355, 409, 415, 427, 428, 430, 484) [ECF 1060].

More specifically, Cisco Capital seeks entry of an order that:

- (A) Confirms that: (1) the executory contracts by and between CSCC and the Debtors (collectively, the “**Cisco Capital Contract**”)<sup>3</sup> are among the executory contracts and unexpired leases that may be designated by CWI, Inc. for assumption and assignment by the Debtors in connection with Sale Motion;<sup>4</sup> (2) pursuant to the Sale Order<sup>5</sup> the Court authorized and approved (a) the sale of the Acquired Assets to CWI, Inc., (b) the authority of CWI Inc. to designate executory contracts and unexpired leases for assumption and assignment by the Debtors (the “**Designated Contracts**”), and (c) certain procedures (the “**Rejection Procedures**”) for the rejection of executory contracts and unexpired leases; (3) the Cisco Capital Contracts are among these Designated Contracts, and (4) to date, the Cisco Capital Contracts have not been assumed and assigned, or rejected by the Debtors;
- (B) Pursuant to Sale Order and the Rejection Procedures, (1) prohibits the Debtors from abandoning the Equipment on the Rejection Date and (2) requires the Debtors to cooperate with CSCC and its agents in the recovery and disposition of any Equipment;
- (C) Approves the Reservation of Rights (as set forth hereinafter); and
- (D) Grants such other and further relief as may be requested hereinafter.

The Limited Objection is based on the matters set forth herein, the *Cure Objection And Reservation Of Rights Of Cisco Capital Related To The Proposed Assumption Of Certain Executory Contracts* and the *Declaration Of Tammy Smith In Support Of The Cure Objection And Reservation Of Rights Of Cisco Capital Related To The Proposed Assumption Of Certain Executory Contracts* (the “**Smith Declaration**”), and the *Supplemental Limited Objection and*

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<sup>3</sup> Capitalized terms used in this Limited Objection, but which are not defined herein, shall have the meanings ascribed to them in the Smith Declaration filed concurrently herewith unless otherwise specifically stated herein.

<sup>4</sup> See *Notice Of Motion And Motion For (A) An Order (I) Approving Bidding Procedures In Connection With The Sale Of Substantially All Of The Debtors’ Assets, (II) Approving The Form And Manner Of Notice, And (III) Setting Further Hearing On Approval Of Sale, And (B) And Order Authorizing And Approving (I) The Sale Of Substantially All Of The Debtors’ Assets Free And Clear Of Liens, Claims, Rights, Encumbrances, And Other Interests And (II) The Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases [ECF 31]*.

<sup>5</sup> See *Order Authorizing The Sale Of Certain Assets Free And Clear Of Liens, Claims, Rights, Encumbrances, And Other Interests [ECF 691]*.

*Reservation of Rights of Cisco Systems Capital Corporation Related to the Proposed Assumption of Certain Executory Contracts and Unexpired Leases* previously filed in this case (at ECF Nos. 581 and 725, respectively), the files and the records in this case, and such other and further evidence as may be submitted at or before the trial on this matter.

Cisco Capital requests that the Court take judicial notice of the pleadings filed in this case and the facts set forth in the Court's orders, findings of fact and conclusions of law pursuant to Rule 201 of the Federal Rules of Evidence (as incorporated by Rule 9017 of the Federal Rules of Bankruptcy Procedure).

### **BACKGROUND**

1. Cisco Capital is a wholly-owned subsidiary of Cisco Systems, Inc., and, among other activities, it leases equipment to third parties and provides financing programs to customers and channel partners of Cisco Systems, Inc. *See* Smith Declaration at ¶2.

#### **Cisco Capital Contract**

2. On June 29, 2011, Cisco Capital (as lessor) and Gander (as lessee) entered into *Master Installment Payment Agreement No. 6063* dated March 16, 2007 and its related Schedule No. MP005-0 dated April 26, 2016 and Schedule No. MP005-1 dated June 24, 2016 (collectively, the "**MIPA**") pursuant to which CSCC provided certain software and services (collectively, the "**Services**") to the Debtors.

3. On June 29, 2011, Cisco Capital (as lessor) and Gander (as lessee) entered into the *Master Agreements to Lease Equipment No. 9231* dated August 4, 2011 and the related Schedules 010-000, 011-000, 012-000, 013-000, 014-000, 015-000, 016-000, and 017-000 (collectively, the "**MLA**"). *See* Smith Declaration at ¶8. Pursuant to the MLA, Cisco Capital leased the Equipment and certain other personal property to the Debtors and the Debtors granted security interests (the "**Cisco Security Interest**") in the Equipment and other personal property as security for performance of its obligations under the lease. *See* Smith Declaration at ¶9. On August 2, 2011, Cisco Capital recorded Financing Statement No. 201125112474 (the "**UCC-1**") with the Secretary of State of Minnesota and thereby

perfected its security interest in the Cisco Collateral. *Id.* On July 22, 2016, Cisco Capital filed a *Continuation Statement* with respect to the UCC-1.

4. Pursuant to the Cisco Capital Contract, CSCC has provided, and continues to provide, the Services to the Debtors, and to permit the Debtors to use the Equipment. *See* Smith Declaration at ¶10.

5. On March 10, 2017 (the “**Petition Date**”), the Debtors filed their individual voluntary petitions in the above-captioned Court seeking relief under Chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”).

#### **Cisco Capital Claim**

6. On April 17, 2017, Cisco Capital filed its Proof of Claim asserting a secured claim in the amount of \$2,159,687.97, which has been identified by the Claims Agent as Claim No. 341. *See* Smith Declaration at ¶15. More specifically, Cisco Capital’s records show that, as of April 17, 2017, not less than **US\$ 553,491.26** (the “**Cisco Capital Cure Amount**”) is due and owing, but unpaid, pursuant to the Cisco Capital Contract. *See* Smith Declaration at ¶16. In addition to the Cisco Capital Cure Amount that currently is due and owing, but unpaid, an additional \$1,606,196.71 (that is, the Future Rent) will become due and owing pursuant to the Cisco Capital Contract from and after April 17, 2017 through the expiration of the Cisco Capital Lease. *See* Smith Declaration at ¶ 17.

#### **Asset Sale And Rejection Procedures**

7. On March 10, 2017, the Debtors filed the Sale Motion, seeking, among other things, authority and approval for (a) the sale of the Acquired Assets and (b) the assumption and assignment of certain executory contracts and unexpired leases.

8. On March 31, 2017, the Court entered its Sale Procedures Order providing, among other things, for service of the *Cure Notice*<sup>6</sup> on counterparties (individually, a “**Counterparty**” and, collectively, the “**Counterparties**”) to executory contracts and

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<sup>6</sup> See Notice of Cure Amount [ECF 377].

unexpired leases (the “**Noticed Contracts**”) that may be assumed and assigned by the Debtors to the eventual Buyer of the Acquired Assets.<sup>7</sup>

9. The Sale Order authorized and approved the Rejection Procedures for the rejection of Contracts, including the service of a Rejection Notice on the Counterparties to non-residential real property leases (the “**Leases**”) and “with respect to Leases, any party known to assert an ownership interest in, or who has filed a UCC-1 statement against, personal property located at the applicable leased premises . . . .”<sup>8</sup>

10. The Rejection Procedures provide that if an objection to the Rejection Notice is not filed, “the applicable Contract shall be deemed rejected on the effective date set forth in the Rejection Notice, or if no such date is provided, the date the Rejection Notice is filed with the Court (the “Rejection Date”) . . . Upon the Rejection Date, *the Remaining Property shall be deemed abandoned by the Debtors, and the Landlord may dispose of any such property, in its sole discretion, without further notice or order of the Court, free and clear of all liens, claims, interests, or other encumbrances, and without liability to the Debtors or third parties, and without waiver of any claim the Landlord may have against the Debtors. To the extent applicable, the automatic stay is modified to allow such disposition of the Remaining Property.* Notwithstanding anything herein to the contrary, *nothing in these Rejection Procedures shall authorize abandonment of (i) any property that is leased to the Debtors by a third party or that is owned by a third party other than the applicable Landlord . . . .*”<sup>9</sup>

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<sup>7</sup> See Order (I) Approving Bidding Procedures In Connection With The Sale Of Substantially All Of The Debtors’ Assets, (II) Approving The Break-Up Fee, (III) Approving The Form And Manner Of Notice, And (IV) Setting Further Hearing On Approval Of Sale [ECF 301].

<sup>8</sup> The Rejection Notice must identify (i) the street address of the leased premises; (ii) the name and address of each applicable Landlord; (iii) the date on which the Debtors vacated or will vacate the leased premises; and (iv) categories . . . of any remaining property (the “Remaining Property”) on the leased premises to be abandoned upon the Rejection Date. See Order Authorizing The Sale Of Certain Assets Free And Clear Of Liens, Claims, Rights, Encumbrances, And Other Interests [ECF 691] at para 31(a).

<sup>9</sup> See Order Authorizing The Sale Of Certain Assets Free And Clear Of Liens, Claims, Rights, Encumbrances, And Other Interests [ECF 691] at para 31(c).

11. The Rejection Procedures provide that if an objection to the Rejection Notice is filed and “[i]f the Court upholds the Debtors’ determination to reject the applicable Contract, then such Contract shall be deemed rejected (i) as of the Rejection Date, or (ii) as otherwise determined by the Court as set forth in an order overruling the Rejection Objection. *Any Rejection Objection may be resolved without a hearing by an order of the Court submitted on a consensual basis by the Debtors and the objecting party.*”<sup>10</sup>

**GROUND FOR THE RELIEF REQUESTED**  
**All Defaults Under An Assumed Contract Must Be Cured**

12. Pursuant to the Bankruptcy Code, a debtor in possession (or trustee) is prohibited from assuming an executory contract or unexpired leases unless it cures all monetary defaults in full – including all monetary defaults that arise both pre-petition and post-petition. *See* 11 U.S.C. §365(b)(1)(A); *accord, Stoltz v. Brattleboro Housing Authority*, 315 F.3d 80, 94 (2nd Cir. 2002). “The other party to the contract or lease that the [debtor in possession or] trustee proposes to assume is entitled to insist that any defaults, whenever they may have occurred, be cured, that appropriate compensation be provided, and that, a past default having occurred, adequate assurance of future performance is available.” 3 COLLIER ON BANKRUPTCY § 365.05[2] (Alan N. Resnick & Henry J. Sommer eds., 15th ed. rev. 2008). These conditions “protect[t] the creditor’s pecuniary interests before requiring a creditor to continue a contractual relationship with a debtor.” *Stoltz, supra*.

13. The evidence adduced by Cisco Capital establishes that, as of April 17, 2017, not less than **US\$ 553,491.26** (*i.e.*, the Cisco Capital Cure Amount) is due and owing, but unpaid, pursuant to the Cisco Capital Contract. *See* Smith Declaration at ¶16. In contrast, the Debtors’ bare and unsupported contention is that the proposed Cure Amount is \$0.00. Accordingly, Cisco Capital contends that the Debtors are obligated to cure this monetary default -- **US\$ 553,491.26** (plus any additional amounts that accrue, but are unpaid, from and

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<sup>10</sup> *See Order Authorizing The Sale Of Certain Assets Free And Clear Of Liens, Claims, Rights, Encumbrances, And Other Interests* [ECF 691] at para 31(d).

after April 17, 2017 through the entry of the Assumption Order) -- as a condition of assumption of the Cisco Capital Contract pursuant to 11 U.S.C. §365(b)(1)(A).

14. The Cisco Capital Contracts were included on the Cure Notice as executory contracts that may be assumed and assigned by the Debtors to CWI, Inc., and they remain among the Designated Contracts that may be assumed and assigned pursuant to the Sale Order. However, as of this date, these contracts have neither been assumed nor rejected by the Debtors, and no court order has been entered with respect to them.

**The Debtors Are Not Authorized To Abandon The Equipment,  
And Must Cooperate With CSCC In Disposition Of The Equipment**

15. The Rejection Procedures specifically provide that “[u]pon the Rejection Date, *the Remaining Property shall be deemed abandoned by the Debtors, and the Landlord may dispose of any such property, in its sole discretion, without further notice or order of the Court . . . [and [t]o the extent applicable, the automatic stay is modified to allow such disposition of the Remaining Property.* Notwithstanding anything herein to the contrary, *nothing in these Rejection Procedures shall authorize abandonment of (i) any property that is leased to the Debtors by a third party or that is owned by a third party . . . .*”<sup>11</sup>

16. Here, the unrebutted evidence before the Court is clear: **CSCC is the owner of the Equipment.** Not only does CSCC assert that the Cisco Capital Contracts are executory contracts, but the Debtors also have characterized these contracts as executory contracts by their inclusion on the *Cure Notice*. While the Debtors have neither sought to assume and assign, nor reject, the Cisco Capital Contracts pursuant to the Sale Order, these contracts nonetheless remain Designated Contracts that CWI, Inc. may direct be assumed and assigned.

17. Further, although the Cisco Security Interest in the Equipment was granted by

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<sup>11</sup> See *Order Authorizing The Sale Of Certain Assets Free And Clear Of Liens, Claims, Rights, Encumbrances, And Other Interests* [ECF 691] at para 31(c).

the Debtors and perfected by CSCC, that does not mean that the Cisco Capital Contracts are anything except true leases. Here, the MLA clearly states that the Parties intended the MLA to be a true lease pursuant to the California Commercial Code article 2A and that, upon a default by the Debtor, Cisco Capital is entitled to recover possession of the Equipment. [See Smith Declaration at ¶15 and the MLA at paragraph 20(j) attached as Exhibit “A” to Proof of Claim.] Clearly, the Cisco Security Interest was granted only as a precaution. Simply put, it has legal significance only if a court of competent jurisdiction determines the Cisco Capital Contracts were intended for security. In that event, the Cisco Security Interest would be effective and Cisco Capital could exercise its rights as a secured creditor. But, here, the Debtor has not sought any determination that the Cisco Capital Contracts are not a true lease.

18. Accordingly, Cisco Capital respectfully submits that this Court must treat the Cisco Capital Contracts as true leases and, therefore, find that the Debtors have no ownership interest in the Equipment. Thus, for purposes of determining whether the Debtors may abandon the Equipment, there is no basis to conclude that the Debtors have any interest other than as a lessee – that is, the right to use the Equipment. Moreover, even if the Court determines the underlying Leases subject to the *Rejection And Abandonment Notices* should be rejected, Cisco Capital respectfully submits the Debtors cannot abandon the Equipment. Moreover, the Debtors remain responsible for the care, custody, and control of the Equipment unless and until they agree to terminate the automatic stay as it pertains to the Equipment and Cisco Capital and the Court enters an order to that effect. Further, even if the Court finds that the Debtors’ leasehold interest may be abandoned, Cisco Capital reserves its rights to assert an administrative expense claim pursuant to 11 U.S.C. §503.

19. Cisco Capital submits that, pursuant to the Sale Order, this Limited Objection “may be resolved without a hearing by an order of the Court submitted on a consensual basis by the Debtors and the objecting party.”<sup>12</sup>

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<sup>12</sup> See *Order Authorizing The Sale Of Certain Assets Free And Clear Of Liens, Claims, Rights, Encumbrances, And Other Interests* [ECF 691] at para 31(d).

**RESERVATION OF RIGHTS**

20. With respect to the Equipment and any and all other executory contracts and/or unexpired leases to which it is a counterparty including, without limitation, the Cisco Capital Contracts (collectively the “**Cisco Contracts**”), Cisco Capital hereby expressly reserves (the “**Reservation of Rights**”) all rights, interests, claims, administrative expenses, counterclaims, rights of setoff and recoupment, and/or defenses pertaining to (a) the Equipment and (b) any or all Cisco Contracts including, without limitation, (i) the right to object to the assumption and/or assignment by the Debtors of any such contracts, (ii) the right to payment of all monetary defaults that exist with respect to each such contract, and/or (iii) the right to require the Debtors to provide adequate assurance of future performance with respect to any proposed assignment.

WHEREFORE, if the Court approves rejection of the Leases subject to the Rejection And Abandonment Notices, Cisco Capital respectfully requests the Court enter an order that:

(A) Confirms that: (1) the Cisco Capital Contracts are among the executory contracts and unexpired leases that may be designated by the CWI, Inc. for assumption and assignment by the Debtors in connection Sale Motion; (2) pursuant to the Sales Order, the Court authorized and approved (a) sale of the Acquired Assets to CWI, Inc., (b) CWI Inc.’s authority to identify the Designated Contracts for assumption and assignment by the Debtors, and (c) the Rejection Procedures; (3) the Cisco Capital Contracts are among the Designated Contracts, and (4) to date, the Cisco Capital Contracts have not been assumed and assigned, or rejected by the Debtors.

(B) Prohibits the Debtors from abandoning the Equipment on the Rejection Date and requires the Debtors to cooperate with Cisco Capital and its agents in the recovery and disposition of any Equipment;

(C) Approves the Reservation of Rights; and

(D) Grants such other and further relief as may be requested hereinafter or otherwise just and equitable.

Respectfully submitted,

**BASSFORD REMELE**  
*A Professional Association*

Dated: August 10, 2017

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## CSCC Equipment Situated On Premises Of Closing Stores

	A	B	C	D	E	F	G	H	I	J
1	Customer Name	Store No.	Address 1 [BOLD Print = Closed Store Listed]	City	State	Zip Code	Product ID	Product Description	Serial Number	Quantity
2	Gander Mountain Company	286	2480 Blue Heron Drive	Marion	IL	62959	AIR-CAP3702I-AK910	802.11ac Ctrlr 10APs 4x4:3SS w/CleanAir; Int; A Reg Domain	Unassigned	1
3	Gander Mountain Company	286	2480 Blue Heron Drive	Marion	IL	62959	C2921-VSEC/K9	Cisco 2921 Voice Sec. Bundle, PVD3-32, UC&SEC Lic,FL-CUBE10	FJC1908A205	1
4	Gander Mountain Company	286	2480 Blue Heron Drive	Marion	IL	62959	EM-HDA-6FXO=	6-port voice/fax expansion module - FXO	FOC18366BDE	1
5	Gander Mountain Company	286	2480 Blue Heron Drive	Marion	IL	62959	EVM-HD-8FXS/DID=	High density voice/fax extension module - 8 FXS/DID	FOC18513G51	1
6	Gander Mountain Company	286	2480 Blue Heron Drive	Marion	IL	62959	MEM-2900-512U2.5GB	512MB to 2.5GB DRAM Upgrade (2GB+512MB) for Cisco 2901-2921	Unassigned	1
7	Gander Mountain Company	286	2480 Blue Heron Drive	Marion	IL	62959	PVDM3-32U64	PVDM3 32-channel to 64-channel factory upgrade	Unassigned	1
8	Gander Mountain Company	286	2480 Blue Heron Drive	Marion	IL	62959	PWR-C2-1025WAC/2	1025W AC Config 2 Secondary Power Supply	DCB1845C5QQ	1
9	Gander Mountain Company	286	2480 Blue Heron Drive	Marion	IL	62959	PWR-C2-1025WAC/2	1025W AC Config 2 Secondary Power Supply	DCB1845C6ZD	1
10	Gander Mountain Company	286	2480 Blue Heron Drive	Marion	IL	62959	PWR-C2-1025WAC/2	1025W AC Config 2 Secondary Power Supply	DCB1845C6ZS	1
11	Gander Mountain Company	286	2480 Blue Heron Drive	Marion	IL	62959	SM-NM-ADPTR=	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	FOC18423TRR	1
12	Gander Mountain Company	286	2480 Blue Heron Drive	Marion	IL	62959	VVIC3-2MFT-T1/E1=	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	FOC18462CWA	1
13	Gander Mountain Company	286	2480 Blue Heron Drive	Marion	IL	62959	WS-C3650-48FS-S	Cisco Catalyst 3650 48 Port Full PoE 4x1G Uplink IP Base	FDO1904E1QN	1
14	Gander Mountain Company	286	2480 Blue Heron Drive	Marion	IL	62959	WS-C3650-48FS-S	Cisco Catalyst 3650 48 Port Full PoE 4x1G Uplink IP Base	FDO1904E1QV	1
15	Gander Mountain Company	286	2480 BLUE HERON DRIVE	Marion	IL	62959	WS-C3650-48FS-S	Cisco Catalyst 3650 48 Port Full PoE 4x1G Uplink IP Base	FDO1904E1WG	1
16										
17	Gander Mountain Company	282	2371 Chuckwagon Dr.,	Springfield	IL	62711	CISCO2921/K9	Cisco 2921 w/3 GE,4 EHWIC,3 DSP,1 SM,256MB CF,512MB DRAM,IPB	FJC1917A04V	1
18	Gander Mountain Company	282	2371 Chuckwagon Dr.,	Springfield	IL	62711	MEM-2900-512U2.5GB	512MB to 2.5GB DRAM Upgrade (2GB+512MB) for Cisco 2901-2921	UNASSIGNED	1
19	Gander Mountain Company	282	2371 Chuckwagon Dr.,	Springfield	IL	62711	PVDM3-64	64-channel high-density voice DSP module	FOC19159V29	1
20	Gander Mountain Company	282	2371 Chuckwagon Dr.,	Springfield	IL	62711	VVIC3-2MFT-T1/E1	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	FOC19125FBQ	1

## CSCC Equipment Situated On Premises Of Closing Stores

	A	B	C	D	E	F	G	H	I	J
1	Customer Name	Store No.	Address 1 [BOLD Print = Closed Store Listed]	City	State	Zip Code	Product ID	Product Description	Serial Number	Quantity
21										
22	Gander Mountain Company	271	5476 Indian Street	Evanston	Ind.	47715	CISCO2921/K9	Cisco 2921 w/3 GE,4 EHWIC,3 DSP,1 SM,256MB CF,512MB DRAM,IPB	FJC1917A0W5	1
23	Gander Mountain Company	271	5476 Indian Street	Evanston	Ind.	47715	MEM-2900-512U2.5GB	512MB to 2.5GB DRAM Upgrade (2GB+512MB) for Cisco 2901-2921	Unassigned	1
24	Gander Mountain Company	271	5476 Indian Street	Evanston	Ind.	47715	PVDM3-64	64-channel high-density voice DSP module	FOC190607NR	1
25	Gander Mountain Company	271	5476 Indian Street	Evanston	Ind.	47715	VVIC3-2MFT-T1/E1	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	FOC19125FBN	1
26										
27	Gander Mountain Company	168	4655 Canal Ave, SW	Grandville	MI	49418	CISCO2921/K9	Cisco 2921 w/3 GE,4 EHWIC,3 DSP,1 SM,256MB CF,512MB DRAM,IPB	FJC1917A0VY	1
28	Gander Mountain Company	168	4655 Canal Ave, SW	Grandville	MI	49418	MEM-2900-512U2.5GB	512MB to 2.5GB DRAM Upgrade (2GB+512MB) for Cisco 2901-2921	UNASSIGNED	1
29	Gander Mountain Company	168	4655 Canal Ave, SW	Grandville	MI	49418	PVDM3-64	64-channel high-density voice DSP module	FOC19053LYC	1
30	Gander Mountain Company	168	4655 Canal Ave, SW	Grandville	MI	49418	VVIC3-2MFT-T1/E1	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	FOC19070ZPC	1
31										
32	Gander Mountain Company	202	1040 Towne Square Dr.,	Greensburg	PA	15601	CISCO2921/K9	Cisco 2921 w/3 GE,4 EHWIC,3 DSP,1 SM,256MB CF,512MB DRAM,IPB	FJC1917A0W0	1
33	Gander Mountain Company	202	1040 Towne Square Dr.,	Greensburg	PA	15601	MEM-2900-512U2.5GB	512MB to 2.5GB DRAM Upgrade (2GB+512MB) for Cisco 2901-2921	Unassigned	1
34	Gander Mountain Company	202	1040 Towne Square Dr.,	Greensburg	PA	15601	PVDM3-64	64-channel high-density voice DSP module	FOC19159V1V	1
35	Gander Mountain Company	202	1040 Towne Square Dr.,	Greensburg	PA	15601	VVIC3-2MFT-T1/E1	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	FOC19125FG8	1
36										
37	Gander Mountain Company	114	6440 Old Town Hall Rd (Scully Dr)	Eau Claire	WI	54701	CISCO2921/K9	Cisco 2921 w/3 GE,4 EHWIC,3 DSP,1 SM,256MB CF,512MB DRAM,IPB	FJC1917A0VV	1
38	Gander Mountain Company	114	6440 Old Town Hall Rd (Scully Dr)	Eau Claire	WI	54701	MEM-2900-512U2.5GB	512MB to 2.5GB DRAM Upgrade (2GB+512MB) for Cisco 2901-2921	Unassigned	1
39	Gander Mountain Company	114	6440 Old Town Hall Rd (Scully Dr)	Eau Claire	WI	54701	PVDM3-64	64-channel high-density voice DSP module	FOC190424Q9	1
40	Gander Mountain Company	114	6440 Old Town Hall Rd (Scully Dr)	Eau Claire	WI	54701	VVIC3-2MFT-T1/E1	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	FOC19070ZHG	1

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In re: Jointly Administered Under  
Bankruptcy Case No. 17-30673 (MER)

Gander Mountain Company,  
Overton's Inc.,  
Debtors.

Case No. 17-30673  
Case No. 17-30675

Chapter 11 Cases

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**UNSWORN DECLARATION FOR PROOF OF SERVICE**

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I, Jeffrey D. Klobucar, an attorney licensed to practice law in this Court, with an office address of 100 South Fifth Street, Suite 1500, Minneapolis, MN 55402, declare that on August 10, 2017, I caused the following documents:

- **LIMITED OBJECTION AND RESERVATION OF RIGHTS OF CISCO SYSTEMS CAPITAL CORPORATION TO THE ABANDONMENT OF EQUIPMENT SITUATED ON CERTAIN LEASED PREMISES PURSUANT TO AMENDED NOTICE OF HEARING AND REJECTION OF UNEXPIRED LEASE AND ABANDONMENT OF ANY REMAINING PERSONAL PROPERTY IN THE LEASED PREMISES (STORE NOS. 114, 168, 202, 271, 282, 286) [ECF 1078]**

to be served and filed electronically with the Clerk of the Bankruptcy Court through ECF, and that ECF will send an e-notice of the electronic filing to all parties registered to receive electronic service, including the following:

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And I declare, under penalty of perjury, that the foregoing is true and correct.

Dated: August 10, 2017

By: /e/ Jeffrey D. Klobucar  
Jeffrey D. Klobucar (MN #0389368)