

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

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

Gander Mountain Company, Case No. 17-30673
Overton's, Inc., Case No. 17-30675

Debtors. Chapter 11 Cases

NOTICE OF HEARING AND PROPOSED ASSIGNMENT OF UNEXPIRED LEASES

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On March 10, 2017 (the "Petition Date"), the above-captioned debtors and debtors in possession (together, the "Debtors") filed with the United States Bankruptcy Court for the District of Minnesota (the "Bankruptcy Court") a motion [Docket No. 31] for entry of (a) an order (the "Bidding Procedures Order")¹ (a) authorizing and approving bidding procedures in connection with the sale or disposition (a "Sale") of substantially all of the Debtors' assets (the "Assets") or any portion thereof; (b) scheduling an auction (the "Auction") of the Assets; (c) scheduling a hearing (the "Sale Hearing") to consider approval of a Sale; (d) authorizing and approving the form and manner of notice of the Auction and Sale Hearing, notice to each non-Debtor counterparty (each, a "Counterparty") to an executory contract or unexpired lease (each, a "Lease," and together with executory contracts, the "Contracts") of the Debtors' calculation of the amount necessary to cure all monetary defaults thereunder, and notice of proposed assumption and assignment of certain Contracts (the "Potential Assigned Agreements"); (e) authorizing and approving procedures for assumption and assignment of Potential Assigned Agreements; and (f) granting related relief; and (ii) entry of an order (the "Sale Order") authorizing and approving (a) a Sale of the Assets free and clear of all liens, claims, interests, or encumbrances, except certain permitted encumbrances as determined by the Debtors and any purchaser of the Assets; (b) the assumption and assignment of Potential Assigned Agreements; and (c) granting related relief.

2. On March 31, 2017, the Bankruptcy Court entered the Bidding Procedures Order [Docket No. 301], approving, in part, the relief requested in the Motion.

3. In accordance with the Bidding Procedures Order, the Debtors served a notice of proposed cure amounts ("Cure Amounts") [Docket No. 377] (as amended, the "Cure Notice")

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures Order, the Sale Order, or the Designation Rights Agreement (as defined herein), as applicable. Any summary of the Bidding Procedures Order, the Sale Order, or the Designation Rights Agreement contained herein is qualified in its entirety by the actual terms and conditions thereof. To the extent that there is any conflict between any such summary and such actual terms and conditions, the actual terms and conditions shall control.

and the deadline to object to such proposed cure amounts, which occurred on April 18, 2017 at 4:00 p.m. (prevailing Central time) (the “Cure Objection Deadline”), to the counterparties to certain of the Potential Assigned Agreements, including the counterparties to the Designated Agreements (as defined below). In accordance with the Bidding Procedures Order and the Sale Order, any party that did not object to the Cure Amount attributed to it in the Cure Notice before the Cure Objection Deadline is barred from raising any objection to the assignment of the Designated Agreements on the basis of Cure Amounts attributable to the period before the Petition Date.

4. From April 27 to April 28, 2017, the Debtors conducted the Auction and determined that the highest or otherwise best offer for the designation rights (the “Designation Rights”) with respect to certain of those Potential Assigned Agreements that are real property leases (the “Designation Rights Leases”) was made by CWI, Inc. (the “Buyer”).

5. On May 3, 2017, the Bankruptcy Court conducted the Sale Hearing and thereafter entered a Sale Order [Docket No. 691] approving, among other things, the Debtors’ entry into a designation rights agreement related to the Designation Rights for the Designation Rights Leases (the “Designation Rights Agreement”).

6. During the Designation Rights Period, the Buyer may designate any of the Designation Rights Leases for assumption and assignment by the Debtors to an assignee designated by the Buyer in accordance with the Designation Rights Agreement.

7. In accordance with the Sale Order, any party wishing to object to the proposed form of adequate assurance of future performance by Buyer under any Potential Assigned Agreement was required to file such objection on or before 5:00 p.m. (prevailing Central time) on May 11, 2017 (the “Buyer Adequate Assurance Objection Deadline”). Any party that did not so object on or before the Buyer Adequate Assurance Objection Deadline is barred from raising any objection to the assignment of the Designated Agreements to the Buyer (if and as applicable) on the basis of the Buyer’s financial wherewithal to perform thereunder, unless the Buyer’s financial wherewithal materially worsens after such time.

8. The Debtors hereby provide notice that, pursuant to the Designation Rights Agreement and the Sale Order, the Potential Assigned Agreements identified on **Exhibit A** to the Assignment Order (as defined below) (each, a “Designated Agreement”) have been designated for assumption and assignment to the Buyer, in accordance with the terms of the lease assignment agreement attached as an exhibit to the Assignment Order (defined below). The Debtors also hereby provide notice of the proposed form of order (the “Assignment Order”), attached hereto as **Exhibit 1**, which shall be presented to the Bankruptcy Court in respect of such assumption and assignment. Information regarding the Buyer’s proposed form of adequate assurance of future performance with respect to the relevant Designated Agreements was filed at Docket Nos. 639 and 900.

9. Any party who wishes to object to the proposed assumption, assignment, and/or transfer of any of the Designated Agreements to the Buyer or to the form of Assignment Order (each, an “Objection”) shall file such Objection with the Bankruptcy Court and serve it on: (a) counsel to the Debtors: Fredrikson & Byron, P.A., 200 South Sixth Street, Suite 4000,

Minneapolis, Minnesota 55402, Attn: Sarah M. Olson (solson@fredlaw.com); (b) counsel to the Official Committee of Unsecured Creditors: Lowenstein Sandler LLP, 1251 Avenue of the Americas, New York, New York 10020, Attn: Jeffrey Cohen (jcohen@lowenstein.com); (c) counsel to the United States Trustee: Sarah J. Wencil, 1015 U.S. Courthouse, 300 South Fourth Street, Minneapolis, Minnesota 55415 (sarah.j.wencil@usdoj.com); (d) counsel to the Buyer: Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: Caroline Reckler (caroline.reckler@lw.com) and Jason Gott (jason.gott@lw.com); and all others entitled to notice and filed in accordance with Local Rules 9006-1(c), 9013-2, and 9013-3 and the Bidding Procedures (collectively, the “Objection Notice Parties”). Any Objection must (x) state, with specificity, the nature of such objection and the legal and factual bases thereof; (y) include any appropriate documentation in support thereof; and (z) be filed with the Bankruptcy Court and served on the Objection Notice Parties so as to be actually received no later than **4:00 p.m. (prevailing Central time) on September 29, 2017 (the “Objection Deadline”)**.

10. In the event an Objection is not timely filed by the Objection Deadline, the Court may enter the Assignment Order without further notice or hearing.

11. In the event an Objection is timely filed by the Objection Deadline, the objecting party, the Buyer, and the Debtors shall first confer in good faith to attempt to resolve the Objection without Bankruptcy Court intervention. If the parties are unable to consensually resolve the Objection, a hearing shall take place on **October 4, 2017 at 1:30 p.m. (prevailing Central time) (the “Assumption and Assignment Hearing”)**. The Assumption and Assignment Hearing may be adjourned by the Debtors (with the consent of the Buyer) from time to time without further notice to creditors or other parties in interest (other than the Buyer) other than by announcement of the adjournment in open court on the date on which the Assumption and Assignment Hearing is scheduled to take place, or by filing on the docket of the Debtors’ chapter 11 cases a notice, which may be a hearing agenda, stating the adjournment.

12. At the Assumption and Assignment Hearing, the Debtors may seek Bankruptcy Court approval of the assumption and assignment by the Debtors to the Buyer of the Designated Agreements. The Debtors and their estates reserve any and all rights with respect to any Designated Agreement that is not ultimately assigned to the Buyer.

13. **Any party, including any applicable Counterparty, who fails to file with the Bankruptcy Court and serve on the Objection Notice Parties an Objection as provided herein forever shall be barred from (a) asserting any objection with regard to the assumption, assignment, and/or transfer to the Buyer (including the transfer of any related rights and benefits thereunder) of the Designated Agreements identified on Exhibit A to the Assignment Order; and (b) claiming against the Debtors or the Buyer that any other conditions precedent to assumption, assignment, and/or transfer of any Designated Agreement must be satisfied, or that any related right or benefit under such Designated Agreement cannot or will not be available to the Buyer.**

14. Copies of the Motion, the Bidding Procedures Order, the Sale Order, and the Designation Rights Agreement may be obtained free of charge at the website dedicated to the

Debtors' chapter 11 cases maintained by their noticing agent, Donlin Recano & Company (<https://www.donlinrecano.com/Clients/gmc/index>).

Dated: September 22, 2017

/e/ Sarah M. Olson

Clinton E. Cutler (#0158094)

Sarah M. Olson (#390238)

FREDRIKSON & BYRON, P.A.

200 South Sixth Street, Suite 4000

Minneapolis, MN 55402-1425

Telephone: 612.492.7000

Fax: 612.492.7077

ccutler@fredlaw.com

solson@fredlaw.com

ATTORNEYS FOR DEBTORS

Exhibit 1

Assignment Order

**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 APPROVING ASSUMPTION AND ASSIGNMENT
OF UNEXPIRED LEASES AND GRANTING RELATING RELIEF**

Upon consideration of the *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) an Order Authorizing (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* [Docket No. 31] (the "Motion") and *Notice of (I) Filing of Declaration of Brent Moody in Support of Certain Findings in Order Authorizing the Sale of Certain Assets Free and Clear of Liens, Claims, Rights, Encumbrances, and Other Interests and (II) Related Deadlines* [Docket No. 644] (the "Adequate Assurance Notice") and the *Declaration of Brent Moody in Support of Certain Findings in Order Authorizing the Sale of Certain Assets Free and Clear of Liens, Claims, Rights, Encumbrances, and Other Interests* [Docket No. 639] (the "Moody Declaration") and the *Declaration of Brent Moody in Support of Assignment of Certain Executory Contracts and Unexpired Leases* [Docket No. 900] (together with the Moody Declaration, the "Declarations"); and in connection with this Court's *Order*

(I) Approving Bidding Procedures in Connection with the Sale of Substantially All of Debtors' Assets, (II) Approving the Break-Up Fee, (III) Approving Form and Manner of Notice, and (IV) Setting Further Hearing on Approval of Sale [Docket No. 301] (the "Bidding Procedures Order") and *Order Authorizing the Sale of Certain Assets Free and Clear of Liens, Claims, Rights, Encumbrances, and Other Interests* [Docket No. 688] (the "Sale Order") and *Order Approving Assumption and Assignment of Executory Contracts and Unexpired Leases and Granting Related Relief* [Docket No. 730] (the "Adequate Assurance Order"); and it appearing that the relief requested is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that consideration of the Motion and the relief requested therein is a core proceeding pursuant to 28 U.S.C. § 157; and adequate notice of the Motion and of the assumption and assignment of the Assigned Leases (as defined below) having been given and it appearing that no other notice need be given; and CWI, Inc. ("Buyer") and the Debtors having entered into that certain Asset Purchase Agreement, dated as of May 4, 2017, between the Debtors and Buyer (as amended or modified from time to time, the "Purchase Agreement"); and the Debtors and Buyer having agreed upon terms and conditions for the assumption by the Debtors and assignment to Buyer of each of the unexpired leases identified in **Exhibit A** attached hereto (the "Assigned Leases") (as more fully described in the lease assignment agreement, the form of which is attached hereto as **Exhibit B** (as may be modified in accordance with its terms, and together with any and all related agreements, documents and other

instruments, the “Lease Assignment Agreements”¹ and as may be amended, with the consent of the non-Debtor counterparty under each of the Assigned Leases (each, a “Landlord,” and, collectively, the “Landlords”)² (such assumption and assignment, the “Transaction”); and upon any of the proceedings had before the Court (including but not limited to any testimony and other evidence proffered or adduced at the hearing commenced on May 3, 2017, to consider approval of, among other things, the Purchase Agreement (the “Sale Hearing”), May 11, 2017, to consider the Buyer’s provision of adequate assurance of future performance (the “Adequate Assurance Hearing”), the hearing to consider entry of this Order (the “Assignment Hearing”), if any, or any other hearing); and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all parties in interest and that the legal and factual bases set forth in the Motion and the Adequate Assurance Notice establish good, sufficient, and just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby **FOUND AND DETERMINED THAT**:³

A. Jurisdiction: This Court has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1134. Approval of the Debtors’ entry into

¹ Capitalized terms not otherwise defined herein are to be given the meanings ascribed to them in the form of Lease Assignment Agreement attached hereto as **Exhibit B**.

² For the avoidance of doubt, except as expressly set forth in this Order, nothing in this Order shall affect any party’s rights under or with respect to any unexpired lease of real property of the Debtors that is not listed in Exhibit A to this Order, and such unexpired leases of real property shall not constitute Assigned Leases under this Order.

³ The findings of fact and the conclusions of law stated herein shall constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any finding of fact shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law shall be determined to be a finding of fact, it shall be so deemed.

the Lease Assignment Agreements, and the transactions contemplated thereby is a core proceeding under 28 U.S.C. §§ 157(b)(2)(A), (N), and (O).

B. Venue: Venue of these cases in this district is proper pursuant to 28 U.S.C. § 1409(a).

C. Statutory Predicates: The statutory predicates for the approval of the Lease Assignment Agreements and transactions contemplated therein are sections 105, 363, 365, and 554 of the Bankruptcy Code, Rules 2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Local Rule 6004-1.

D. Notice: Proper, timely, adequate, and sufficient notice of the Motion, the Assignment Notice, and the Assignment Hearing has been provided in accordance with sections 102(1), 105(a), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, and 6004, and in compliance with the Sale Order. No other or further notice is required.

E. Opportunity to Be Heard: A reasonable opportunity to object or be heard regarding the relief requested in the Motion, the Assignment Notice and the Transaction has been provided in accordance with the Sale Order. The Landlords support the entry of this Order, and objections, if any, to the Transaction have been withdrawn or resolved and, to the extent not withdrawn or resolved, are hereby overruled other than as set forth herein.

F. Highest and Best Offer: As determined by the Court in the Sale Order, the Purchase Agreement, including the form and total consideration to be realized by the Debtors pursuant to the Purchase Agreement, (i) represented the highest and best offer received by the Debtors for the Acquired Assets (as defined in the Purchase Agreement), including the Assigned

Lease, and the Designation Rights (as defined in the Purchase Agreement) after extensive marketing, including pursuant to the Bidding Procedures Order, (ii) was fair and reasonable, (iii) was in the best interests of the Debtors, their estates, their creditors and all other parties in interest, and (iv) provided full and adequate consideration, reasonably equivalent value, fair consideration, and fair value under the Bankruptcy Code, the Uniform Voidable Transactions Act, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and any other law of the United States, any state, territory, possession, or the District of Columbia. The Debtors' entry into the Lease Assignment Agreements and the transactions contemplated thereby is required under the terms of the Purchase Agreement and the Designation Rights Agreement approved in connection therewith (the "Designation Rights Agreement"). There is no legal or equitable reason to delay entry into or performance under the Lease Assignment Agreements, including the assumption and assignment to Buyer of the Assigned Leases.

G. Business Judgment: The Debtors' decision to (i) enter into the Purchase Agreement, the Designation Rights Agreement, and the Lease Assignment Agreements and (ii) perform under and make payments required by the Purchase Agreement, the Designation Rights Agreement, and the Lease Assignment Agreements is a reasonable exercise of the Debtors' sound business judgment consistent with their fiduciary duties and is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest. The Debtors have articulated good and sufficient reasons for the approval of the Lease Assignment Agreements and the Transaction.

H. Time of the Essence: Time is of the essence in effectuating the Lease Assignment Agreements and proceeding with the Transaction and the assumption and assignment of the Assigned Leases contemplated therein without interruption. Accordingly, cause exists to modify the stay contemplated by Bankruptcy Rules 4001(a) and 6004(h) and permit the immediate effectiveness of this Order.

I. Sale Free and Clear: The Debtors are the sole and lawful owners of the Assigned Leases and no other person or entity has any ownership right, title, or interests therein. The Assigned Leases constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. An assumption and assignment of the Assigned Leases other than one free and clear of liens, claims, encumbrances, defenses (including, without limitation, rights of setoff and recoupment) and interests, other than the Assumed Liabilities (as defined in the Purchase Agreement) and any obligations imposed by the Purchase Agreement, the Designation Rights Agreement, or the Lease Assignment Agreements, in each case, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity or otherwise (collectively, "Encumbrances"), including, without limitation, (i) mortgages, deeds of trust, pledges, charges, security interests, rights of first refusal, hypothecations, encumbrances, easements, servitudes, leases or subleases,

rights-of-way, encroachments, restrictive covenants, restrictions on transferability or other similar restrictions, rights of offset or recoupment, right of use or possession, subleases, leases, condition sale arrangements, or any similar rights, (ii) all claims as defined in section 101(5) of the Bankruptcy Code, including, without limitation, all rights or causes of action (whether in law or equity), proceedings, warranties, guarantees, indemnities, rights of recovery, setoff, recoupment, indemnity or contribution, obligations, demands, restrictions, indemnification claims, or liabilities relating to any act or omission of the Debtors or any other person, consent rights, options, contract rights, covenants, and interests of any kind or nature whatsoever (known or unknown, matured or unmatured, accrued, or contingent and regardless of whether currently exercisable), whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity or otherwise; (iii) all debts, liabilities, obligations, contractual rights and claims and labor, employment and pension claims; (iv) any rights based on any successor or transferee liability; (v) any rights that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, or consents, or termination of the Debtors' or the Buyer's interest in the Acquired Assets, or any similar rights; (vi) any rights under labor or employment agreements; (vii) any rights under pension, multiemployer plan (as such term is defined in section 3(37) or section 4001(a)(3) of the Employment Retirement Income Security Act of 1974 (as amended, "ERISA"), health or welfare, compensation or other employee benefit plans, agreements, practices, and programs, including without limitation any pension plans of the Debtors or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (viii)

any other employee claims related to worker's compensation, occupation disease, or unemployment or temporary disability, including without limitation claims that might otherwise arise under or pursuant to (a) ERISA, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employment Act of 1967 and Age Discrimination in Employment Act, each as amended, (g) the Americans with Disabilities Act of 1990, (h) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including without limitation the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Internal Revenue Code of any similar state law (collectively, "COBRA"), (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, (k) any other state or federal benefits or claims relating to any employment with the Debtors or any of their predecessors, or (l) the WARN Act (29 U.S.C. §§ 2101, *et seq.*); (ix) any bulk sales or similar law; (x) any tax statutes or ordinances, including without limitation the Internal Revenue Code of 1986, as amended, and any taxes arising under or out of, in connection with, or in any way relating to the Assigned Leases prior to the Closing (or the effective date of the assignment of the Assigned Leases, if later); (xi) any unexpired and executory contract or unexpired lease to which a Debtor is a party that is not an Assigned Lease; and (xii) any other Excluded Liabilities (as defined in the Purchase Agreement) under the Agreements; and otherwise without the protections of this Order would hinder the Debtors' ability to obtain the consideration provided for in the Purchase Agreement and the Lease Assignment Agreements and, thus, would impact materially and adversely the value that the Debtors' estates would be able to obtain for the

assumption and assignment of the Assigned Leases. But for the protections afforded to the Transaction under the Bankruptcy Code and this Order, Buyer would not have offered to pay the consideration contemplated in the Purchase Agreement. In addition, each entity with an Encumbrance upon the Assigned Leases (i) has consented to the Transaction or is deemed to have consented to the Transaction, (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such Encumbrances, or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code, and therefore, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Those holders of Encumbrances who did not object, or who withdrew their objections, to the Motion or the Assignment Notice are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Therefore, approval of the Lease Assignment Agreements and the consummation of the Transaction, including the assumption and assignment of the Assigned Leases free and clear of Encumbrances (subject to the terms and conditions of the Purchase Agreement, the Lease Assignment Agreements, and this Order) is appropriate pursuant to section 363(f) of the Bankruptcy Code and is in the best interests of the Debtors’ estates, their creditors, and other parties in interest. Notwithstanding the foregoing, nothing in this paragraph shall apply to the liens granted in favor of the Liquidating Agent under the Liquidator Transaction Documents (each as defined in the Sale Order).

J. Arm’s-Length Sale: The consideration to be paid by Buyer under the Purchase Agreement was negotiated at arm’s length and constitutes reasonably equivalent value and fair and adequate consideration for the assumption and assignment of the Assigned Leases and the

other rights granted to Buyer by the Purchase Agreement, the Designation Rights Agreement, the Lease Assignment Agreements, and this Order under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, the Uniform Fraudulent Conveyance Act and the laws of all applicable jurisdictions, including, without limitation, the United States, any state, territory, possession thereof, or the District of Columbia. The terms and conditions set forth in the Purchase Agreement, the Designation Rights Agreement, and the Lease Assignment Agreements are fair and reasonable under these circumstances and were not entered into for the purpose of, nor do they have the effect of, hindering, delaying, or defrauding the Debtors or their creditors under any applicable laws.

K. Good Faith: The Debtors, Buyer, their respective affiliates, and their respective officers, directors, employees, agents, and representatives actively participated in the bidding process for (among other things) the Assigned Leases and acted in good faith. The Purchase Agreement and the Lease Assignment Agreements were negotiated and entered into based upon arm's length bargaining, without collusion or fraud, and in good faith, including without limitation as that term is used in sections 363(m) and 364(e) of the Bankruptcy Code. The Buyer shall be entitled to all protections afforded to good faith purchasers under applicable law, including under sections 363(m) and 364(e) of the Bankruptcy Code in the event that this Order is reversed or modified on appeal. The Debtors were free to deal with any other party interested in buying or selling on behalf of the Debtors' estate the Assigned Leases. Neither the Debtors nor the Buyer has engaged in any conduct that would cause or permit the Transaction, the Purchase Agreement, the Designation Rights Agreement, the Lease Assignment Agreements, or

any related action or the transactions contemplated thereby to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code, or that would prevent the application of section 363(m) or 364(e) of the Bankruptcy Code. The Buyer has not violated section 363(n) of the Bankruptcy Code by any action or inaction. Specifically, the Buyer has not acted in a collusive manner with any person and was not controlled by any agreement among bidders. The Buyer's performance and payment of amounts owing under the Purchase Agreement are in good faith and for valid business purposes and uses.

L. Insider Status: The Buyer is not an "insider" as that term is defined in section 101(31) of the Bankruptcy Code. No common identity of directors or controlling stockholders exists between the Buyer and any of the Debtors.

M. Corporate Authority: The Debtors (i) have full corporate or other power to execute, deliver and perform their obligations under the Lease Assignment Agreements and all other transactions contemplated thereby and entry into the Lease Assignment Agreements has been duly and validly authorized by all necessary corporate or similar action, (ii) have all of the corporate or other power and authority necessary to consummate the transactions contemplated by the Lease Assignment Agreements, and (iii) have taken all actions necessary to authorize and approve the Lease Assignment Agreements and the transactions contemplated thereby. No consents or approvals, other than those expressly provided for herein or in the Lease Assignment Agreements, are required for the Debtors to consummate such transactions.

N. No Successor Liability: Neither the disposition of the Assigned Leases pursuant to the Purchase Agreement, the Designation Rights Agreement, and the Lease Assignment

Agreements nor entry into the Purchase Agreement, the Designation Rights Agreement, or the Lease Assignment Agreements will subject the Buyer or any of its affiliates, successors, or assigns to any liability for claims, obligations or Encumbrances asserted against the Debtors or the Debtors' interests in such Assigned Leases by reason of such transfer under any laws, including, without limitation, any bulk-transfer laws or any theory of successor or transferee liability, antitrust, environmental, product line, de facto merger or substantial continuity or similar theories. None of the Buyer or its affiliates, successors, or assigns are a successor to the Debtors or their respective estates by reason of any theory of law or equity.

O. Cure Costs and Adequate Assurance: As set forth in the Sale Order, the Debtors and the Buyer, as applicable, have, by way of entering in the Purchase Agreement and the Designation Rights Agreement and agreeing to the provisions relating to the Assigned Leases therein, (i) cured, or provided adequate assurance of cure of, any default existing prior to the date hereof under the Assigned Leases, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under the Assigned Leases, within the meaning of sections 365(b)(1)(B) and 365(b)(3) of the Bankruptcy Code. The Debtors and the Buyer have, based upon the record of these proceedings, including the Buyer's promises under the Purchase Agreement and Lease Assignment Agreements, to perform the obligations under the Assigned Leases after the applicable date of assignment of such Assigned Leases, and the Declarations and the evidence proffered at the Adequate Assurance Hearing or any prior hearing in these cases, provided adequate assurance of the

Buyer's future performance of and under the Assigned Leases, pursuant to sections 365(b)(1), 365(b)(3), and 365(f)(2) of the Bankruptcy Code. Other than as set forth expressly in this Order, the Cure Costs (as defined below), to the extent not otherwise waived, are hereby deemed to be the sole amounts necessary to cure any and all defaults under the Assigned Leases under section 365(b) of the Bankruptcy Code.

P. Legal and Factual Bases: The legal and factual bases set forth in the Motion and the Adequate Assurance Notice and at the Sale Hearing, the Adequate Assurance Hearing, and the Assignment Hearing establish just cause for the relief granted herein.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

A. Motion Granted, Objections Overruled

1. The relief requested in the Motion is granted as set forth herein.
2. Other than as set forth herein, any remaining objections to the Motion, the Assignment Notice, or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included in such objections are overruled in all respects and denied.
3. Notice of the Motion, the Assignment Notice, and the relief requested therein, including of the Sale Hearing, the Adequate Assurance Hearing, and the Assignment Hearing, was fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 6006, and all applicable local rules.

B. Lease Assignment Agreement Approved and Authorized

4. The Lease Assignment Agreement, all transactions contemplated therein, and all of the terms and conditions thereof are hereby approved pursuant to sections 105, 363, and 365 of the Bankruptcy Code. The Debtors are hereby authorized and empowered to enter into and perform under the Lease Assignment Agreements, and the Lease Assignment Agreements (and each of the transactions contemplated therein) are hereby approved in their entirety and incorporated herein by reference. The failure to include specifically any particular provision of the Lease Assignment Agreements in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that, unless expressly provided otherwise in this Order, the Lease Assignment Agreements and all of their provisions, payments, and transactions, be authorized and approved in their entirety. Likewise, all of the provisions of this Order are nonseverable and mutually dependent.

5. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, the Debtors, the Buyer, and each of their respective affiliates, officers, employees, and agents, are hereby authorized and directed to execute such documents and to do such acts as are necessary or desirable to carry out the Transaction and effectuate the Lease Assignment Agreements and the relevant provisions of the Purchase Agreement and the Designation Rights Agreement (including, without limitation, by assuming and assigning to Buyer the Assigned Leases). As of the closing under the Lease Assignment Agreements, the Assigned Leases are hereby deemed assigned to the Buyer without further order of this Court or any action required by any party.

6. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, the Debtors, as well as their respective affiliates, officers, employees, and agents, are hereby

authorized and directed to execute such additional instrument and documents and to do such acts as are necessary or desirable, in each case as may be reasonably requested by the Buyer to implement the Lease Assignment Agreements and the relevant provisions of the Purchase Agreement, carry out the Transaction and the other transactions contemplated by the Lease Assignment Agreements, and assume and assign the Assigned Leases to Buyer, all without further order of this Court.

7. Pursuant to sections 105(a), 363(b), 363(f), and 365 of the Bankruptcy Code, the Debtors are authorized to assume and assign the Assigned Leases to the Buyer in accordance with the terms of the Purchase Agreement and the Lease Assignment Agreements. The Assigned Leases shall be transferred to Buyer and, upon the effectiveness of such assignment, such transfer shall: (a) be valid, legal, binding, and effective; (b) vest the Buyer with all right, title, and interest of the Debtors in the Assigned Leases; and (c) be free and clear of all Encumbrances (other than Assumed Liabilities) in accordance with section 363(f) of the Bankruptcy Code, including, without limitation, the liens and security interests, as the same may have been amended from time to time, of the DIP Agent, the DIP Lenders, the Pre-Petition Agents and the Pre-Petition Lenders (subject in each case to the terms and conditions of the Purchase Agreement, the Lease Assignment Agreements, and this Order), whether arising by agreement, any statute, or otherwise and whether arising before, on, or after the date on which these chapter 11 cases were commenced, with all Encumbrances that represent interests in property to attach to the net proceeds received by the Debtors pursuant to the Purchase Agreement, in the same amount and order of their priority and with the same validity, force, and

effect which they now have against the Assigned Leases, subject to any claims and defenses the Debtors may possess with respect thereto. For the sake of clarity, nothing in this paragraph is intended to diminish the liens granted in favor of the Liquidating Agent, as reflected in the Liquidator Transaction Documents.

8. All persons or entities (and their respective successors and assigns) including, without limitation, all debt security holders, equity security holders, governmental, tax and regulatory authorities, lenders, employees, former employees, pension plans, multiemployer pension plans, labor unions, trade creditors, and any other creditors holding any Encumbrances against the Debtors or the Assigned Leases, are hereby forever barred, estopped, and permanently enjoined from asserting or pursuing such Encumbrances (other than, solely with respect to the Buyer, the Assumed Liabilities (as assumed in accordance with the terms of the Purchase Agreement and the Lease Assignment Agreements)) against the Buyer or its affiliates, successors or assigns, assets, or properties (including, without limitation, the Acquired Assets), including, without limitation, taking any of the following actions with respect to any such Encumbrance: (a) commencing or continuing in any manner any action or other proceeding against the Buyer or its affiliates, successors or assigns, assets, or properties (including, without limitation, the Acquired Assets); (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Buyer or its affiliates, successors or assigns, assets or properties (including, without limitation, the Acquired Assets); (c) creating, perfecting, or enforcing any Encumbrances against the Buyer or its affiliates, successors or assigns, assets, or properties (including, without limitation, the Acquired Assets); (d) asserting an Encumbrance

as a setoff, right of subrogation, or recoupment of any kind against any obligation due the Buyer, the Buyer or their affiliates, successors, or assigns; or (e) commencing or continuing any action in any manner or place that does not comply, or is inconsistent, with the provisions of this Order or the agreements or actions contemplated or taken in respect thereof. No such persons or entities shall assert or pursue against the Buyer or its affiliates, successors or assigns, assets, or properties (including, without limitation, the Acquired Assets) any such Encumbrances; provided, however, that nothing in this paragraph shall apply to the liens granted in favor of the Liquidating Agent under the Liquidator Transaction Documents.

9. Following the effectiveness of the assignment of the Assigned Leases, no holder of any such Encumbrances shall interfere with the Buyer's or its assigns' title to or use and enjoyment of the Assigned Leases based on or related to any such Encumbrances or based on any actions the Debtors may take in these chapter 11 cases; provided, however, that nothing in this paragraph shall apply to the liens granted in favor of the Liquidating Agent under the Liquidator Transaction Documents.

10. Upon the effectiveness of the assignment of any Assigned Lease, except as expressly set forth in the Purchase Agreement, the Lease Assignment Agreements, or this Order, the Assigned Lease shall be assumed and assigned to, and remain in full force and effect for the benefit of, the Buyer, and the Buyer shall be fully and irrevocably vested with all right, title, and interest of the Debtors in, and shall be deemed to be substituted for the Debtors under, the Assigned Lease, in each case notwithstanding any terms or provisions of the Assigned Lease or any requirement of applicable law that prohibits, restricts, limits, or conditions in any way such

assumption and assignment. Upon the effectiveness of the assignment of any Assigned Lease, pursuant to section 365(k) of the Bankruptcy Code, except as set forth in the Purchase Agreement, the Lease Assignment Agreements, or this Order, the Debtors shall be relieved from any further liability with respect to the Assigned Lease for any breach of such Assigned Lease occurring after the effectiveness of the assignment of such Assigned Lease.

11. Any provision in any Assigned Lease that purports to declare a breach or default as a result of a change or transfer of control or any interest in respect of the Debtors is unenforceable (but only in connection with the assignment of the Assigned Lease pursuant hereto) and the Assigned Lease shall remain in full force and effect notwithstanding assignment thereof. No sections or provisions of any Assigned Lease, that in any way purport to (i) prohibit, restrict, or condition the Debtors' assignment of such Assigned Lease (including, but not limited to, continuous operation covenants, use restrictions or the conditioning of such assignment on the consent of the non-debtor party to such Assigned Lease); (ii) provide for the cancellation or modification of the terms of the Assigned Lease based on the filing of a bankruptcy case, the financial condition of the Debtors, or similar circumstances; (iii) provide for additional payments (e.g., so called "profit" sharing/splitting), penalties, fees, charges, or other financial accommodations in favor of the non-debtor party to such Assigned Lease upon assignment thereof; or (iv) provide for any rights of first refusal to any non-debtor party, or any recapture or termination rights in favor of such a party, or any right of such a party to take an assignment or sublease from another party, shall have any force or effect with respect to assumption and assignment to the Buyer of the Assigned Lease under this Order, the Purchase Agreement, and

the applicable Lease Assignment Agreement, because they constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and/or are otherwise unenforceable under section 365(e) of the Bankruptcy Code, but only in connection with the assignment of the Assigned Lease pursuant hereto.

12. Except as otherwise expressly agreed by the Buyer and the applicable counterparty, (a) Buyer shall be authorized to use the subject premises, subject to section 365(b)(3) of the Bankruptcy Code, upon consummation of the assumption and assignment of such Assigned Lease to Buyer in accordance with the Assigned Lease (as the same may be amended by agreement with the applicable counterparty), and (b) neither Buyer nor its affiliates, successors, or assigns shall have any responsibility or liability for any Excluded Liabilities.

13. Subject to the terms of the Purchase Agreement and any transition services agreement entered into in connection therewith, before the effectiveness of the lease assignment, the Debtors shall remove any leased personal property or other personal property owned by third parties from the premises subject to such Assigned Lease at the Debtors' sole expense. Buyer, its affiliates, successors, and assigns are hereby authorized to dispose of any property that is present on the subject premises as of the effectiveness of the assignment of any Assigned Lease without any liability to any party.

14. Subject to any agreement by the applicable Landlord to the contrary, all defaults or obligations for compensation of pecuniary loss and all other prepetition and postpetition amounts under the Assigned Leases arising prior to the effectiveness of the

assignment thereof, including, without limitation, rent, stub rent, legal fees, interest, late charges, and refurbishing obligations, shall be deemed fully and completely satisfied by the payment to the applicable Landlord of the amounts set forth on Exhibit A, plus any additional amounts that become due and owing after the date of this Order and before the effectiveness of the assignment of the Assigned Lease to the Buyer (the “Cure Costs”). Each Landlord is barred from asserting any further claim for defaults under section 365(b)(1)(A) of the Bankruptcy Code or compensation of pecuniary loss under section 365(b)(1)(B) against the Debtors, the Buyer, or the Buyer’s affiliates, successors, and assigns. Notwithstanding anything in this Order to the contrary, any prior, timely-filed objection by any Landlord with respect to Cure Costs shall be preserved and may be resolved by agreement among the Debtors, the Buyer, and the applicable Landlord or shall be resolved by the Court.

15. Except as set forth in this Order, none of the Buyer or its affiliates, successors, and assigns shall have any liability, or obligation to the counterparty to the Assigned Leases in relation to or in connection with (a) any default, action, obligation, liability, or other claim or cause of action under the Assigned Leases accruing before or existing as of the effectiveness of the assignment thereof, whether asserted or not, including, without limitation, any liability with respect to prepetition rent, “stub” rent, and indemnification of the Landlords in relation to events occurring before the effectiveness of the assignment of the Assigned Leases to Buyer, or (b) any regular or periodic adjustment or reconciliation of charges (including, without limitation, with respect to taxes, insurance, common area maintenance, utilities, and other similar adjustments or charges) under the Assigned Leases relating to the calendar year 2017 or any

earlier period, and the Landlords are hereby forever barred, estopped, and permanently enjoined from asserting any claim with respect to the foregoing (a) and (b) (other than with respect to Cure Costs). Except as provided in the Purchase Agreement, the Lease Assignment Agreements, or this Order, after the effectiveness of the assignment of the Assigned Leases, the Debtors and their estates shall have no further liabilities or obligations with respect to such Assigned Leases and all holders of such claims are forever barred and estopped from asserting such claims against the Debtors, their successors or assigns, their property, or their assets or estates. Each Landlord shall withdraw any proof of claim filed by it or on its behalf in these chapter 11 cases within two (2) business days following the entry of this Order.

16. Following the effectiveness of the Assigned Leases, the Buyer will be entitled to all rights of use, occupancy, and possession of all of the property of the counterparty to such Assigned Leases which constitutes part of the subject premises or is otherwise permitted to be used by the Debtors under the terms of the Assigned Leases.

C. Order Binding

17. This Order may be presented to any and all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office or contract to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Assigned Leases; and each of the foregoing persons or

entities is hereby authorized to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the Transaction and the other transactions contemplated by the Lease Assignment Agreements and relevant provisions of the Purchase Agreement.

18. This Order and the terms and provisions of the Lease Assignment Agreements shall be binding on all of the Debtors' creditors (whether known or unknown), the Debtors, the Buyer, and their respective affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting an interest in the Assigned Leases, notwithstanding any subsequent appointment of any trustee, party, entity, or other fiduciary under any section of the Bankruptcy Code with respect to the foregoing parties, and as to such trustee, party, entity, or other fiduciary, such terms and provisions likewise shall be binding. The provisions of this Order and the terms and provisions of the Lease Assignment Agreements, and any actions taken pursuant hereto or thereto, shall survive the entry of any order which may be entered confirming or consummating any plan(s) or reorganization or liquidation of the Debtors or converting the Debtors' cases from chapter 11 to chapter 7 of the Bankruptcy Code, and the terms and provisions of the Lease Assignment Agreements, as well as the rights and interests granted pursuant to this Order and the Lease Assignment Agreements, shall continue in these or any superseding cases and shall be binding upon the Debtors, the Buyer, and their respective affiliates, successors, and assigns, including any trustee or other fiduciary hereafter appointed as a legal representative of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code. Any trustee appointed in these cases shall be and hereby is authorized to operate the business of the

Debtors to the fullest extent necessary to permit compliance with the terms of this Order and the Lease Assignment Agreement, and the Buyer the and any such trustee shall be and hereby are authorized to perform under the Lease Assignment Agreements upon the appointment of the trustee without the need for further order of this Court.

D. Good Faith

19. Entry into the Lease Assignment Agreements is undertaken by the parties thereto in good faith, as that term is used in sections 363(m) and 364(e) of the Bankruptcy Code, and the Buyer shall be protected by sections 363(m) and 364(e) of the Bankruptcy Code in the event that this Order is reversed or modified on appeal. The reversal or modification on appeal of the authorization provided herein to enter into the Lease Assignment Agreements and consummate the transactions contemplated thereby shall not affect the validity of such transactions (including, without limitation, the Transaction), unless such authorization is duly stayed pending such appeal. The Buyer is entitled to all of the benefits and protections afforded by sections 363(m) and 364(e) of the Bankruptcy Code. The Transaction and the other transactions contemplated by the Lease Assignment Agreements are not subject to avoidance or the imposition of costs or damages pursuant to section 363(n) of the Bankruptcy Code.

20. If any person or entity that has filed financing statements, mortgages, leasehold mortgages, construction or mechanic's liens, lis pendens or other documents or agreement evidencing liens on or interests in the Assigned Leases shall not have delivered to the Debtors, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of any Encumbrances which the person or

entity has with respect to the Assigned Leases, (a) each such person or entity is hereby directed to deliver all such statements, instruments, and releases, (b) the Debtors and the Buyer are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity asserting the same, and (c) the Buyer is authorized to file a copy of this Order which, upon filing, shall be conclusive evidence of the release and termination of such interest, provided, however, that nothing in this paragraph shall compel the DIP Agent or the Pre-Petition Agents to, or grant the Debtors or the Buyer the authority to, terminate or release the DIP Liens, the Prepetition Senior Liens, or the Adequate Protection Liens (each as defined in the Final DIP Order⁴) with respect to any assets other than the Acquired Assets, other than (a) as permitted under the Final DIP Order, the DIP Credit Agreement, or the Prepetition Credit Agreements (b) after the indefeasible repayment in full in cash of all DIP Obligations and Prepetition Secured Obligations (each as defined in the Final DIP Order); provided, further, however, that nothing in this paragraph shall apply to the liens granted in favor of the Liquidating Agent under the Liquidator Transaction Documents.

21. Subject to the closing under the Lease Assignment Agreements, all persons or entities that are presently in possession of the premises under the Assigned Leases hereby are directed to surrender possession of such premises to the Buyer.

22. The transfer of the Assigned Leases to the Buyer pursuant to the Lease Assignment Agreements shall constitute a legal, valid, and effective transfer of the Assigned

⁴ “Final DIP Order” means 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], entered on April 14, 2017.

Leases and shall vest the Buyer with all of the Debtors' right, title, and interests in the Assigned Leases free and clear of all Encumbrances; provided, however, that nothing in this paragraph shall apply to the liens granted in favor of the Liquidating Agent under the Liquidator Transaction Documents.

23. The Buyer shall not be liable for any claims against the Debtors, and the Debtors shall not be liable for any claims against the Buyer, in each case, other than as expressly provided for in the Purchase Agreement and the Lease Assignment Agreements. The Buyer shall not have any successor liability whatsoever with respect to any Encumbrances or claims of any nature that may exist against the Debtors. Without limiting the foregoing, neither the Buyer nor any of its affiliates, successors, or assigns shall be, or to be deemed to be, pursuant to any theory of law or equity: (a) a successor in interest or within the meaning of any law, including any revenue, successor liability, pension, labor, ERISA, bulk-transfer, products liability, tax or environmental (including, but not limited to, environmental liabilities, debts, claims, or obligations which may be asserted under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.) law, rule or regulation, or any theory of successor or transferee liability, antitrust, environmental, warranty, product line, de facto merger, mere continuation, or substantial continuity or similar theories; or (b) a joint employer, co-employer or successor employer with the Debtors, and neither the Buyer nor any of its affiliates, successors, or assigns shall have any obligation to pay the Debtors' wages, bonuses, severance pay, vacation pay, WARN act claims (if any), benefits or any other payments to employees of the Debtors, including pursuant to any collective bargaining agreement, employee

pension plan, or otherwise, in each case (y) whether known or unknown, now existing or hereafter arising, whether fixed or contingent and (z) except as expressly set forth in the Purchase Agreement or the Lease Assignment Agreements.

24. The provisions of this Order shall be self-executing, and neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Order. However, the Debtors, the Buyer, and each of their respective officers, employees, and agents are hereby authorized and empowered to take all actions and execute and deliver any and all documents and instruments that the Debtors or the Buyer deem necessary or appropriate to implement and effectuate the terms of the Lease Assignment Agreements and this Order.

E. Other Provisions

25. The Buyer is a party in interest and shall have the ability to appear and be heard on all issues related to or otherwise connected to this Order, the Lease Assignment Agreements, or the transactions contemplated thereby.

26. Subject to paragraph 27 of this Order, nothing contained in any plan confirmed in the Debtors' chapter 11 cases or any order of this Court confirming such plan or in any other order in these chapter 11 cases (including any order entered after any conversion of these cases to cases under chapter 7 of the Bankruptcy Code) shall alter or derogate from the provisions of the Lease Assignment Agreements or the terms of this Order, and, in the event of any conflict between this Order and any prior or subsequent order of this Court, other than the

Final DIP Order or a subsequent order that expressly supersedes this Order, this Order shall govern.

27. Nothing in the Lease Assignment Agreements nor in this Order is intended to conflict with or to release the Debtors' obligations to comply with the terms of the Liquidator Transaction Documents. Nothing in the Liquidator Transaction Documents is intended to conflict with or to release the Debtors' obligations to comply with the terms of the Lease Assignment Agreements or this Order. For the avoidance of doubt, the Liquidator Transaction Documents may not be assumed and assigned to the Buyer.

28. The Lease Assignment Agreement and related agreements, documents or other instruments may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof without further order of this Court.

29. This Court shall retain exclusive jurisdiction with regard to all issues or disputes relating to this Order or the Lease Assignment Agreements.

30. Notwithstanding Bankruptcy Rules 4001 and 6004, or any other law that would serve to stay or limit the immediate effect of this Order, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any person or entity obtaining a stay pending appeal, the Debtors and the Buyer are free to perform under the Lease Assignment Agreements at any time, subject to the terms of the Lease Assignment Agreements.

31. This Order constitutes an authorization of the conduct of the Debtors and the Buyer in connection herewith.

32. To the extent that anything contained in this Order explicitly conflicts with a provision in the Lease Assignment Agreements, this Order shall govern and control.

33. No bulk sales law, bulk sales tax law, or similar law of any state or other jurisdiction shall apply in any way to the transactions contemplated by the Lease Assignment Agreements or this Order.

Dated:

Michael E. Ridgway
United States Bankruptcy Judge

Exhibit A¹

Assigned Leases

1. **Marquette, Michigan.** Lease dated June 16, 2000, by and between BR of Wisconsin 26, LLC, a Wisconsin limited liability company, as landlord, and Gander Mountain, L.L.C., a Delaware limited liability company, as tenant, as amended by that certain First Amendment to Lease dated September 6, 2000, and that certain Second Amendment to Lease dated as of January 12, 2015, pertaining to the lease of certain real property located in Marquette, Michigan and the improvements located thereon at the address commonly referred to as 3465 US Highway 41 W, Marquette, MI 49855.
 - a. Cure Cost: \$82,190.04 (original Cure Cost of \$85,532.45, less \$3,342.41 partial stub rent payment)
 - b. Landlord: KurtSCO Investments Three, LLC

2. **Saginaw, Michigan.** Lease dated May 19, 1994, by and between Apple Mountain L.L.C., as landlord, and GRS, Inc., as tenant, as amended by that certain First Amendment to Lease dated July 6, 1994, that certain Second Amendment to Lease dated as of October 13, 1994, that certain Third Amendment to Lease dated November 17, 1994, that certain Fourth Amendment to Lease dated December 31, 1999, that certain Fifth Amendment to Lease dated as of November 11, 2009, that certain Sixth Amendment to Lease dated as of February 11, 2010, and that certain Seventh Amendment to Lease dated as of August 11, 2010, pertaining to the lease of certain real property located in Saginaw, Michigan and the improvements thereon at the address commonly referred to as 2270 Tittabawassee Rd, Saginaw, MI, 48604.
 - a. Cure Cost: \$50,707.36 (original Cure Cost of \$54,515.64, less \$3,808.28 partial stub rent payment)
 - b. Landlord: Green-Ten Investments, LLC

3. **Bowling Green, Kentucky.** Lease dated June 1, 2007, by and between KTJ Limited Partnership One Hundred Seventy, a Minnesota limited partnership, as landlord, and Gander Mountain Company, a Minnesota corporation, as tenant, as amended by that certain First Amendment to Lease dated July 29, 2011, pertaining to the lease of certain real property located in Bowling Green, Kentucky and the improvements located thereon at the address commonly referred to as 725 Bluegrass Farms Blvd, Ste 1, Bowling Green, KY 42104.
 - a. Cure Cost: \$69,606.38 (original Cure Cost of \$83,397.56, less \$13,791.18 partial stub rent payment)

¹ The meaning of any term defined in this **Exhibit A** shall only apply for the numbered paragraph in which it is defined.

- b. Landlord: KTJ Limited Partnership One Hundred Seventy
4. **Baxter, Minnesota.** Sublease Agreement dated as of December 6, 2004, between KTJ 243 LLC, as sublandlord, and Gander Mountain Company, a Minnesota corporation, as sublessee pertaining to the sublease of a portion of certain real property located in Baxter, Minnesota and the improvements located thereon at the address commonly referred to as 14275 Edgewood Drive North, Suite 100, Baxter, MN 56425.
- a. Cure Cost: \$64,520.61 (original Cure Cost of \$77,156.67, less \$12,636.06 partial stub rent payment)
 - b. Landlord: KTJ 243 LLC
5. **Winston-Salem, North Carolina.** Lease dated as of July 12, 2012, between Realty Income Properties 21 LLC, as landlord, and Gander Mountain Company, a Minnesota corporation, as tenant, as amended by that certain First Amendment to Lease dated as of July 27, 2012, by that certain Second Amendment to Lease dated as of August 10, 2012 and by that certain Third Amendment to Lease dated as of August 21, 2012, pertaining to the lease of certain real property located in Winston-Salem, North Carolina and the improvements located thereon at the address commonly referred to as 1950 South Stratford Road, Winston-Salem, NC 27103.
- a. Cure Cost: \$101,108.66 (original Cure Cost of \$109,173.77, less \$8,065.11 partial stub rent payment)
 - b. Landlord: Realty Income Properties 21 LLC
6. **Kalamazoo (Portage), Michigan.** Lease dated as of November 4, 1999, between Quality Acquisitions, L.L.C., a Michigan limited liability company, as landlord, and Gander Mountain Company, a Minnesota corporation, as successor in interest to Gander Mountain, L.L.C., a Delaware limited liability company, as tenant, as amended by that certain First Amendment to Lease dated as of October 15, 2015 and by that certain Second Amendment to Lease dated as of December 13, 2016 pertaining to the lease of certain real property located in Portage, Michigan and the improvements located thereon at the address commonly referred to as 5348 South Westnedge Avenue, Portage, MI 49024.
- a. Cure Cost: \$70,143.07 (original Cure Cost of \$75,854.53, less partial stub rent payment of \$5,711.46)
 - b. Landlord: Quality Acquisitions, L.L.C.
7. **Kingston, New York.** Lease dated as of October 22, 2004, between Hudson Valley 2011 LLC, as landlord, and Gander Mountain Company, a Minnesota corporation, as tenant, as amended by that certain First Amendment to Lease dated as of November 5, 2004, by that certain Second Amendment to Lease dated as of November 5, 2004, by that certain Third Amendment to Lease dated as of November 19, 2004, by that certain Fourth Amendment to Lease dated as of November 19, 2004, by that certain Fifth Amendment to

Lease dated as of December 8, 2004, by that certain Sixth Amendment to Lease dated as of December 22, 2004, by that certain Seventh Amendment to Lease dated as of January 28, 2005, by that certain Eighth Amendment to Lease dated as of February 4, 2005, by that certain Ninth Amendment to Lease dated as of February 11, 2005, by that certain Tenth Amendment to Lease dated as of February 25, 2005, by that certain Eleventh Amendment to Lease dated as of March 4, 2005, by that certain Twelfth Amendment to Lease dated as of March 25, 2005, by that certain Thirteenth Amendment to Lease dated as of April 8, 2005, by that certain Fourteenth Amendment to Lease dated as of April 29, 2005 and by that certain Fifteenth Amendment to Lease dated as of May 20, 2005 pertaining to the lease of certain real property located in Kingston, New York and the improvements located thereon at the address commonly referred to as 705 Frank Sottile Boulevard, Kingston, NY 12401.

- a. Cure Cost: \$112,121.56 (original Cure Cost of \$122,383.12, less \$10,261.56 partial stub rent payment)
 - b. Landlord: Hudson Valley 2011 LLC
8. **Scranton, Pennsylvania.** Lease dated as of June 2, 2000, between Double Dozen Skills Corp, as landlord, and Gander Mountain Company, a Minnesota corporation, as successor in interest to Gander Mountain, L.L.C., a Delaware limited liability company, as tenant, as amended by that certain First Amendment to Lease dated as of October 3, 2000 and by that certain Second Amendment to Lease dated as of December 28, 2015 pertaining to the lease of certain real property located in Scranton, Pennsylvania and the improvements located thereon at the address commonly referred to as 955 Viewmont Drive, Scranton, PA 18519.
- a. Cure Cost: \$24,768.63 (original Cure Cost of \$29,759.10, less \$4,990.47 partial stub rent payment)
 - b. Landlord: Double Dozen Skills Corp.
9. **Fayetteville, North Carolina.** Lease dated as of February 21, 2007, between Fayetteville Mall Holdings, LLC, a Delaware limited liability company, as successor in interest to Fayetteville Marketfair Investors, LLC, as landlord, and Gander Mountain Company, a Minnesota corporation, as tenant, as amended by that certain First Amendment to Lease dated as of April 4, 2007, by that certain Second Amendment to Lease dated as of April 26, 2007, by that certain Third Amendment to Lease dated as of May 3, 2016 and by that certain Fourth Amendment to Lease dated as of December 1, 2016 pertaining to the lease of a portion of certain real property located in Fayetteville, North Carolina and the improvements located thereon at the address commonly referred to as 1912 Skibo Road, Fayetteville, NC 28303.
- a. Cure Cost: \$9,251.69 (original Cure Cost of \$11,115.75, less \$1,864.06 partial stub rent payment)
 - b. Landlord: Fayetteville Mall Holdings, LLC

10. **Traverse City, Michigan.** Lease dated as of March 3, 2000, between Grand Traverse Market Place, LLC, a Michigan limited liability company, as successor in interest to William F. Clous, Trustee, a Michigan resident, as landlord, and Gander Mountain Company, a Minnesota corporation, as successor in interest to Gander Mountain, L.L.C., a Delaware limited liability company, as tenant, as amended by that certain First Amendment to Lease dated as of November 17, 2014 pertaining to the lease of certain real property located in Traverse City, Michigan and the improvements located thereon at the address commonly referred to as 3500 Marketplace Circle, Suite B, Traverse City, MI 49684.
 - a. Cure Cost: \$33,472.45 (original Cure Cost of \$40,216.60, less \$6,744.15 partial stub rent payment)
 - b. Landlord: Grand Traverse Market Place, LLC

11. **Paducah, Kentucky.** Lease Agreement dated as of January 31, 2009, between Teachers' Retirement System of the State of Kentucky, as landlord, and Gander Mountain Company, a Minnesota corporation, as tenant pertaining to the lease of certain real property located in Paducah, Kentucky and the improvements located thereon at the address commonly referred to as 3240 James Sanders Boulevard, Paducah, KY 42001.
 - a. Cure Cost: \$44,848.65 (original Cure Cost of \$53,884.92, less \$9,036.27 partial stub rent payment)
 - b. Landlord: Teachers' Retirement System of the State of Kentucky

12. **Ocala, Florida.** Lease dated as of October 26, 2007, between National Retail Properties, LP, a Delaware limited partnership, as landlord, and Gander Mountain Company, a Minnesota corporation, as tenant, as amended by that certain First Amendment to Lease dated as of May 20, 2010 and by that certain Second Amendment to Lease dated as of October 27, 2010 pertaining to the lease of certain real property located in Ocala, Florida and the improvements located thereon at the address commonly referred to as 3970 SW 3rd Street, Suite 101, Ocala, FL 34474.
 - a. Cure Cost: \$106,594.35 (original Cure Cost of \$126,897.03, less \$20,302.68 partial stub rent payment)
 - b. Landlord: National Retail Properties, LP

13. **Onalaska, Wisconsin.** Lease Agreement dated as of October 12, 2010, between National Retail Properties, LP, a Delaware limited partnership, as landlord, and Gander Mountain Company, a Minnesota corporation, as tenant, as amended by that certain First Amendment to Lease dated as of December 1, 2014 pertaining to the lease of certain real property located in Onalaska, Wisconsin and the improvements located thereon at the address commonly referred to as 1200 Crossing Meadows Drive, Onalaska, WI 54650.
 - a. Cure Cost: \$67,975.48 (original Cure Cost of \$80,514.97, less \$12,539.49 partial stub rent payment)

- b. Landlord: National Retail Properties, LP
14. **Utica, Michigan.** Lease dated as of August 19, 1994, between BRE Retail Residual Owner 1 LLC, as landlord, and Gander Mountain Company, a Minnesota corporation, as successor in interest to GRS, Inc., a Wisconsin corporation, as tenant, as amended by that certain Lease Extension Agreement dated as of February 1, 2010 pertaining to the lease of certain real property located in Utica, Michigan and the improvements located thereon at the address commonly referred to as 13975 Hall Road, Utica, MI 48315.
- a. Cure Cost: \$26,943.21 (original Cure Cost of \$32,371.82, less \$5,428.61 partial stub rent payment)
 - b. Landlord: BRE Retail Residual Owner 1 LLC
15. **Amarillo, Texas.** Lease dated as of April 16, 2004, between National Retail Properties, LP, a Delaware limited partnership, as landlord, and Gander Mountain Company, a Minnesota corporation, as tenant pertaining to the lease of certain real property located in Amarillo, Texas and the improvements located thereon at the address commonly referred to as 10300 West Interstate 40, Amarillo, TX 79124.
- a. Cure Cost: \$53,567.51 (original Cure Cost of \$63,324.88, less \$9,757.37 partial stub rent payment)
 - b. Landlord: National Retail Properties, LP

Exhibit B

Form of Lease Assignment Agreement

ASSUMPTION AND ASSIGNMENT AGREEMENT

This ASSUMPTION AND ASSIGNMENT AGREEMENT (this “Agreement”) is dated as of the [] day of May, 2017, by and between Gander Mountain Company, a Minnesota corporation and Overton’s, Inc., a North Carolina corporation, debtors and debtors in possession (together, the “Debtors”); and CWI, Inc. (“Assignee” or “Buyer”; and collectively with the Debtors, the “Parties”).

RECITALS

WHEREAS, Gander Mountain Company (“Assignor”) is party to that certain lease agreement more specifically described in Exhibit A attached hereto and made a part hereof (the “Assigned Lease”), with the counterparty described in Exhibit A (the “Landlord”), with respect to all or a portion of certain real property, which real property is more particularly described with respect to the Assigned Lease in Exhibit A attached hereto and made a part hereof (the “Premises”), and a copy of the Assigned Lease is attached hereto as Exhibit B; and

WHEREAS, as March 10, 2017 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Minnesota (the “Bankruptcy Court”), and each of the Debtors (including Assignor) continues to operate its business and manage its properties as a debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code; and

WHEREAS, the Debtors and Buyer entered into that certain Designation Rights Agreement, dated May 26, 2017 (the “Designation Rights Agreement”), pursuant to which, among other things, Buyer acquired the right to designate the assignee of certain of the Debtors’ real property leases (the “Designation Rights”); and

WHEREAS, Buyer, in the exercise of the Designation Rights, has notified the Debtors of its designation of Assignee to be the assignee of the Assigned Lease in accordance with the Designation Rights Agreement; and

WHEREAS, Assignor and Assignee are desirous, subject to the entry and terms of the Lease Assignment Order, of having Assignor assume the Assigned Lease and subsequently grant, sell, convey, and transfer to Assignee, pursuant to sections 363 and 365 of the Bankruptcy Code and free and clear of any and all Encumbrances (as defined in the Approval Order) of any and every kind, nature, and description, on the terms and conditions set forth herein and in the Designation Rights Agreement, all of Assignors’ right, title, and interest of any kind or nature in and to the Assigned Lease, including, without limitation, the right to possession of the Premises;

WHEREAS, all capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Designation Rights Agreement; and

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREIN CONTAINED, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE

HEREBY ACKNOWLEDGED BY THE PARTIES, THE PARTIES HEREBY AGREE AS FOLLOWS:

Pursuant to the terms and for the consideration set forth below, at the Closing (as defined below) and subject to the entry and terms of the applicable Lease Assignment Order: (i) Assignors hereby agree to assume the Assigned Lease; (ii) Assignors hereby agree to sell, transfer, assign, convey, and deliver, or cause to be sold, transferred, assigned, conveyed, and delivered, to Assignee, its successors and assigns, free and clear of any and all Encumbrances of any and every kind, nature, and description, all of Assignors' right, title, and interest in and to the Assigned Lease; and (iii) Assignee agrees to (A) accept the assignment of the Assigned Lease, (B) assume all of the terms, conditions, and covenants of the Assigned Lease arising solely after the Closing, and (C) assume and undertake to pay, perform, and discharge all of Assignor's obligations and duties with respect to the Assigned Lease arising solely after the Closing (the transactions contemplated by clauses (i)-(iii) above being collectively referred to as the "Assignment"). Except as set forth in the Approval Order or the applicable Lease Assignment Order, Assignee hereby recognizes and acknowledges that Landlord's right to full performance of all terms, conditions, and covenants of the Assigned Lease remains in full force and effect on and after the Assignment Date (as defined below). Notwithstanding anything to the contrary in this Agreement, neither Assignee nor Buyer shall have any obligations in respect of any portion of any year-end (or other) adjustment (including, without limitation, for royalties, rents, utilities, taxes, insurance, fees, any common area or other maintenance charges, promotional funds, and percentage rent) arising under the Assigned Lease for the calendar year in which the Closing occurs that is attributable to (x) the portion of such calendar year occurring before the Assignment Date or (y) any previous calendar year, and Assignors shall fully indemnify and hold harmless Assignee and Buyer with respect thereto. Following the Closing, except as expressly set forth in this Agreement, the Designation Rights Agreement, the Approval Order, or the applicable Lease Assignment Order, subject to payment of any amounts necessary to cure postpetition defaults under the Assigned Lease, Assignors shall have no further liabilities or obligations with respect to the Assigned Lease (including, without limitation, obligations related to rents, royalties, utilities, taxes, insurance, and common area maintenance, regardless of when due and payable), and Assignors shall be released from all such obligations and Assignee shall indemnify and hold harmless Assignors with respect thereto. Further, pursuant to section 365(f) of the Bankruptcy Code, on and after the Assignment Date, except as expressly set forth in this Agreement, the Approval Order, or the applicable Lease Assignment Order, each Assignor and its estate shall be relieved from any liability for any breach of the Assigned Lease occurring after the consummation of the Assignment, and Assignee agrees to indemnify and hold Assignor harmless from any default in the performance of such terms, conditions, and covenants occurring after the consummation of the Assignment.

A. Cure Costs. On the Assignment Date, Assignee shall pay the Cure Amounts, and the Debtors shall pay any other amounts necessary to cure all outstanding defaults, under the Assigned Lease to the Landlord in accordance with the terms of the Designation Rights Agreement and the Approval Order.

B. Closing and Effective Date of Assignment. The closing of the transactions contemplated hereby, including the Assignment (the "Closing") shall take place within one (1) business day following satisfaction of the conditions to the Closing (other than those conditions

that, by their nature, are to be satisfied at the Closing) set forth in Section D(i) and Section E below (such date, the “Assignment Date”); provided, however, that the Closing shall take place on the same day as such conditions are satisfied if such conditions are first satisfied on the last day of the Designation Rights Period with respect to the Assigned Lease; provided further that Assignee shall not be obligated to consummate the Closing on any date after the last day of the Designation Rights Period with respect to the Assigned Lease.

C. Occupancy Expenses. The Debtors, Buyer, and Assignee agree that Occupancy Expenses with respect to the Assigned Lease and related Property shall be paid in accordance with the terms of the Designation Rights Agreement.

D. Bankruptcy Court Approval. Each party’s obligations to consummate the Closing, including the Assignment, under this Agreement are subject to, and expressly conditioned upon, (i) the Bankruptcy Court entering a Lease Assignment Order with respect to this Agreement, which Lease Assignment Order has not been stayed, stayed pending appeal, appealed, vacated, or modified and (ii) no law, rule, or regulation of any applicable governmental authority or judgment, order, or decree of any applicable court or other adjudicatory body shall be in effect that makes illegal or otherwise restrains, prohibits, or conditions consummation of any of the transactions contemplated by this Agreement.

E. Conditions to Assignee’s and Buyer’s Obligations. Assignee’s and Buyer’s, but not the Debtors’ (including Assignor’s), obligations to consummate the Closing, including the Assignment, under this Agreement are further subject to, and expressly conditioned upon, (i) the payment by the Debtors of the cure costs in connection with the Assigned Lease that they are obligated to pay under the Designation Rights Agreement and the Approval Order, (ii) all of the covenants and agreements in this Agreement to be complied with or performed by the Debtors (including Assignor) on or before the Assignment Date having been complied with and performed by the Debtors in all material respects, (iii) all liquidation sales proposed to be conducted at the Premises having concluded, and (iv) Assignor’s delivery of all Assignment Deliverables (as defined below).

F. Assignment Deliverables. On the Assignment Date, Assignor shall deliver to Assignee (i) this Agreement, duly-executed by Assignor, (ii) a certificate of non-foreign status executed by Assignor, substantially in the form of the sample certification in Treasury Regulations Section 1.1445-2(b)(2)(iv)(B), (iii) to the extent required by the Designation Rights Agreement to be prepared and filed by Assignor, all applicable transfer tax forms or certifications, (iv) a landlord notice in a form reasonably acceptable to Assignee, (v) keys and security codes, as applicable, for the Premises or any related improvements, (vi) evidence satisfactory to Assignee of the termination of any intercompany subleases or similar arrangements related to the Assigned Lease; and (vii) such other instruments (including in recordable form) and agreements as may be reasonably requested by Assignee to effect the purchase and assignment and assumption of the Acquired Lease, in form and substance reasonably satisfactory to Assignee. All documents, instruments, and other materials referred to in the preceding sentence are referred to as the “Assignment Deliverables.” In addition, at or as promptly as practicable after the Closing, Assignor shall deliver to Assignee, to the extent in Assignor’s possession or control, all books and records (including, without limitation, (x) copies of all tax, insurance, and common area maintenance statements (and all audits of same, if any)

pursuant to the Assigned Lease, (y) Assignor's original file for the Assigned Lease, and (z) originals (if available, including CAD files; otherwise copies) of all plans and permits relating to the Premises) related to the Assigned Lease (the "Books and Records").

G. Termination. This Agreement may be terminated prior to the Closing by any of the Debtors or Assignee upon written notice to the other Parties and Buyer if (i) the Bankruptcy Court shall have state unconditionally that it will not enter a Lease Assignment Order with respect to this Agreement or (ii) any applicable governmental authority shall have enacted, issued, promulgated, enforced, or entered any applicable law, rule, or regulation, or any applicable court or other adjudicatory body shall have entered any judgment, order, or decree, in each case which is in effect and has the effect of making any of the transactions contemplated by this Agreement illegal or otherwise restraining, prohibiting, or conditioning consummation of the transactions contemplated by this Agreement and which is not satisfied, resolved, or preempted by the Lease Assignment Order. This Agreement may be terminated prior to the Closing by Assignee upon written notice to the Debtors (x) in the event of any breach by Assignors of any of its agreements or covenants, contained herein that would result in the failure of any condition set forth in Section D or Section E to be satisfied (provided that Assignee is not in material breach of its agreements or covenants contained herein) or (y) if the Closing does not occur on or prior to the last day of the Designation Rights Period with respect to the Assigned Lease. This Agreement may be terminated before the Closing by Assignor upon written notice to Assignee and Buyer in the event of any material breach by Assignee of agreements, covenants, representations, or warranties contained herein (provided that Assignor is not in breach of any of its agreements, covenants, representations, or warranties contained herein that would result in the failure of any condition set forth in Section D or Section E to be satisfied).

H. Bankruptcy Court Matters. The Debtors shall use reasonable best efforts to (i) cause the Bankruptcy Court to approve and authorize the transactions contemplated by this Agreement through entry of the Lease Assignment Order, and (ii) file any necessary notice or pleadings required in connection therewith. Assignee agrees that it will reasonably cooperate in obtaining Bankruptcy Court approval of the transactions contemplated by this Agreement, including furnishing affidavits or other documents or information reasonably necessary for providing adequate assurance information to the Landlord under the Assigned Lease. If the approval of the transactions contemplated by this Agreement are appealed, the Debtors shall use reasonable best efforts to defend such appeal.

I. Free and Clear of Liens and Encumbrances. Upon entry of the Lease Assignment Order, the Assigned Lease shall be free and clear of any Encumbrances of any and every kind, nature, and description, all such interests to attach to the proceeds paid to the Debtors by Buyer as consideration for the Designation Rights pursuant to the Purchase Agreement and the Designation Rights Agreement.

J. "As Is Where Is" Transaction. Assignee hereby acknowledges and agrees that Assignor makes no other representations or warranties whatsoever, express or implied, with respect to any matter relating to the Assigned Lease, except as expressly set forth in this Agreement or in the Purchase Agreement. Without in any way limiting the foregoing, except as expressly set forth in this Agreement, Assignor hereby disclaims any warranty (express or implied) of merchantability or fitness for any particular purpose as to any portion of the

Assigned Lease. Accordingly, except as expressly set forth in this Agreement or in the Purchase Agreement, Assignee will accept the Assigned Lease “**AS IS**” and “**WHERE IS.**”

K. Representations and Warranties of Assignor. Assignor hereby represents and warrants to Assignee that as of the date hereof and as of the Assignment Date, each Assignor has duly performed all obligations of the Assignor under the Designation Rights Agreement, unless such obligations were previously waived by Assignee.

L. No Transfers. Prior to the Closing, Assignor shall not (i) sell, lease (as lessor), license (as licensor), transfer or otherwise dispose of, or mortgage or pledge, or voluntarily impose or suffer to be imposed any Encumbrance on, the Assigned Lease (except to Assignee pursuant to the terms of this Agreement), (ii) enter into any agreement or commitment to take any action prohibited by Section L(i) hereof, or (iii) take any other action with respect to the Assigned Lease it is prohibited from taking under the Purchase Agreement or the Designation Rights Agreement.

M. Condition of Premises; Access. Prior to the Closing, Assignor shall (i) maintain and preserve the Premises in its present condition (including by using reasonable best efforts to comply with instructions from Buyer as to the renewal (or lack of renewal) of the Assigned Lease that come up for renewal) and, with respect to the Premises, in the condition required under the Assigned Lease (if the condition of such Premises on the date hereof does not satisfy such standard), other than reasonable wear and tear, casualty and condemnation (which shall be governed by the Designation Rights Agreement), (ii) use commercially reasonable efforts to cause the Landlord to perform its covenants, agreements, and obligations (including repair and maintenance obligations with respect to the Property and any shopping center in which any Store is located) under the Assigned Lease, and (iii) not (A) terminate, amend, supplement, or modify in any fashion the Assigned Lease (provided that Assignor shall use reasonable best efforts to comply with instructions from Assignee as to the renewal (or lack of renewal) of the Assigned Lease that comes up for renewal), (B) grant or terminate any other interests in the Assigned Lease, (C) cancel or compromise any claim or waive or release any right, in each case that is related to the Assigned Lease, (D) seek or obtain an order approving rejection of the Assigned Lease, or (E) take any action with respect to taxes or tax matters that could reasonably be expected to result in an Encumbrance (other than Encumbrances that will be fully discharged under the Lease Assignment Order) on the Assigned Lease or an increase in the liability of Assignee for any taxes related to the Premises or the Assigned Lease. Before the Closing, Assignor shall permit Assignee and its representatives to have, upon reasonable advance written notice, reasonable access to the Premises, all Books and Records, and all plans and permits relating thereto in Assignor’s possession or control during normal business hours and in a manner so as to not interfere unreasonably with the normal business operations of Assignor.

N. Adequate Assurance Data. Before or concurrent with the execution of this Agreement, Assignee has provided to Assignor: (i) the full name and identity of Assignee; (ii) a current financial statement or such other proof of financial condition of Assignee; and (iii) a written statement of Assignee’s expected use of the Premises. Subject to applicable law, Assignee agrees to work cooperatively with the Landlord to provide any additional information that such Landlord or Assignor may reasonably request in furtherance of obtaining Bankruptcy Court approval of this Agreement.

O. Possession. Assignors agree to provide Assignee with exclusive possession of the Premises on the Assignment Date.

P. Initial Rent. Upon the consummation of the Assignment, except as otherwise set forth in the Designation Rights Agreement or this Agreement, Assignee shall be responsible for, and shall pay, rent and other obligations and charges due under the Assigned Lease to Landlord in accordance with the terms of the Assigned Lease accruing, and applicable to periods of time, from and after the Assignment Date (other than any portion of any year-end (or other) adjustment (including without limitation for royalties, rents, utilities, taxes, insurance, fees, any common area or other maintenance charges, promotional funds, and percentage rent) arising under the Assigned Lease for the calendar year in which the Closing Occurs that is attributable to (i) the portion of such calendar year occurring prior to the Assignment Date or (ii) any previous calendar year, and Assignor shall fully indemnify and hold harmless Assignee and Buyer with respect thereto, in accordance with the Sale Order.

Q. Reimbursement by Assignee. Except as otherwise set forth in the Designation Rights Agreement or this Agreement, Assignee shall reimburse Assignor or Buyer, as applicable, for any rent or related charges due under the Assigned Lease for any period after the Assignment Date that are paid by Assignor or Buyer, as applicable, to Landlord. Any such amounts shall be reimbursed by Assignee to Assignor or Buyer, as applicable, within five (5) days of Assignor's receipt of request for payment from Assignor or Buyer, as applicable.

R. Commission. With the exception of any brokers utilized by Assignee in the normal course of business who shall be compensated, if at all, by Assignee, each of Assignor and Assignee represents and warrants to the other that it has not entered into any contract to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated hereby for which the other could become liable or obligated to pay. Each of Assignor and Assignee shall indemnify and hold the other harmless from and against any and all claims, causes of action, losses, costs, expenses, damages, or liabilities, including reasonable attorneys' fees and disbursements, that such Party or any of its affiliates may sustain, incur, or be exposed to, by reason of any claim or claims against such Party or affiliate by any broker, finder, or other person or entity retained by the other Party for fees, commissions, or other compensation arising out of the transactions contemplated herein if such claim or claims are based, in whole or in part, on dealings or agreements with such other Party.

S. Miscellaneous.

(i) (a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement and all claims or causes of action (whether in contract, tort, or otherwise) that may be based upon, arise out of, or relate to this Agreement or the negotiation, execution, or performance of this Agreement (including any claim or cause of action based upon, arising out of, or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement) shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to Contract made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction applicable hereto.

(b) Without limitation of any Party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby and (ii) any and all claims relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Proceeding; provided, however, that, if the Debtors' bankruptcy cases are closed, all Proceedings arising out of or relating to this Agreement shall be heard and determined in a Delaware state court or a federal court sitting in the State of Delaware, and the Parties hereby (A) irrevocably and unconditionally submit to the exclusive jurisdiction of the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or in the event (but only in the event) that such court does not have subject matter jurisdiction over such Proceeding, in the United States District Court for the District of Delaware) with respect to all Proceedings arising out of or relating to this Agreement and the transactions contemplated hereby (whether based on contract, tort, or other theory); (B) agree that all claims with respect to any such Proceeding shall be heard and determined in such courts and agrees not to commence any Proceeding relating to this Agreement or the transactions contemplated hereby (whether based on contract, tort, or other theory) except in such courts; (C) irrevocably and unconditionally waives the defense of an inconvenient forum; and (D) agree that a final judgment in any such Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Parties agree that any violation of this Section S(i)(b) shall constitute a material breach of this Agreement and shall constitute irreparable harm.

(c) EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY). EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT, OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVE AND (B) ACKNOWLEDGE THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION S(i)(c).

(ii) This Agreement (including the exhibits hereto) contains all of the terms, conditions, and representations and warranties agreed to by the Parties relating to the subject matter of this Agreement and supersede all prior and contemporaneous agreements, understanding, negotiations, correspondence, undertakings, and communications of the Parties or their representatives, oral or written, respecting such

subject matter. In the event of any inconsistency between this Agreement and the Designation Rights Agreement, the Designation Rights Agreement shall control.

(iii) This Agreement and the rights, interests, and obligations hereunder shall not be assigned by any Party by operation of law or otherwise without the express written consent of the other Parties (which consent may be granted or withheld in the sole discretion of such other Party); provided that Assignee may, upon prior notice to Assignor but without Assignor's consent, assign its rights under this Agreement to an affiliate designated by it in writing to Assignor before the consummation of the Assignment (an "Affiliated Designee"); provided that such assignment would not reasonably be expected to be materially adverse to Assignor; provided further that no such assignment to an Affiliated Designee shall relieve Assignee of any of its obligations hereunder.

(iv) This Agreement may be executed in any number of counterparts (including via facsimile or other electronic transmission in portable document format (.pdf)) with the same effect as if the signature to each counterparty were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. This Agreement shall become effective when, and only when, each Party shall have received a counterpart hereof signed by the other Party. Delivery of an executed counterpart hereof by means of facsimile or electronic transmission in portable document format (.pdf) shall have the same effect as physical delivery of an executed counterpart in person.

(v) The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability.

(vi) Any notice, consent, or other communication required or permitted under this Agreement (a "Notice") shall be in writing and shall be delivered (a) by a nationally recognized courier for overnight delivery service or (b) by electronic mail. A Notice shall be deemed to have been effectively given (i) if by courier service, one business day after delivery to such courier or (ii) if by electronic mail, the same business day as delivered or, if delivered on a day that is not a business day or after 5:00 p.m. (prevailing Eastern time) on a business day, the next following business day. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Any such notice, election, demand, request, or response shall be addressed as follows:

If to Assignor:

[_____]

If to Assignee/Buyer:

CWI, Inc.

250 Parkway Drive, Suite 270

Lincolnshire, Illinois 60069

Attention: Brent Moody, Chief Operating Officer and Chief Legal Officer

Email: bmoody@campingworld.com

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP

330 North Wabash Ave., Suite 2800

Chicago, IL 60611

Attention: Zachary Judd

Caroline Reckler

Email: zachary.judd@lw.com

caroline.reckler@lw.com

or at such other address or to such other addressee as the party to be served with a Notice shall have furnished in writing to the party seeking or desiring to serve such Notice as a place for the service of Notice.

[Signature page follows.]

DEBTORS

GANDER MOUNTAIN COMPANY

By:
Its:

OVERTON'S INC.

By:
Its:

ASSIGNEE

CWI, INC.

By:
Its: