

**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 NOTICE OF REJECTION OF CERTAIN
CONTRACTS AND NON-REAL PROPERTY LEASES**

THE DEBTORS IN THE ABOVE-CAPTIONED CHAPTER 11 CASE SEEK TO REJECT CERTAIN UNEXPIRED EXECUTORY CONTRACTS. PARTIES RECEIVING THIS NOTICE SHOULD REVIEW THE INFORMATION CONTAINED HEREIN TO DETERMINE IF THE DEBTORS' PROPOSED REJECTION AFFECTS THEIR CONTRACT(S).

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On May 4, 2017, the United States Bankruptcy Court for the District of Minnesota (the "Bankruptcy Court") entered an Order [docket no. 691], which among other provisions, approved certain contract rejection procedures (the "Rejection Procedures") for the rejection of executory contracts ("Executory Contracts") and unexpired non-real property leases (the "Leases" and, together with Executory Contracts, the "Contracts") in the above-captioned chapter 11 cases.

2. Pursuant to the Rejection Procedures, the Debtors hereby give notice of their intent to reject the Contracts listed on Schedule A, attached hereto, effective as of the applicable effective date of the rejection set forth on Schedule A (the "Rejection Date").

3. Any party wishing to object to the Debtors' proposed rejection of Contracts must file and served a written objection setting forth the legal and factual bases for such objection so

that it is actually filed with the Bankruptcy Court and served on the following parties by no later than **October 13, 2017, (the “Objection Deadline”)**: (i) the Debtors, c/o Brian Kohlbeck, Chief Operating Officer, Gander Mountain Company, 180 East Fifth Street, Suite 1300, St. Paul, MN 55101; (ii) counsel for the Debtors, Fredrikson & Byron, P.A., 200 South Sixth Street, Suite 4000, Minneapolis, MN 55402, attention: Clinton E. Cutler and Steven R. Kinsella; (iii) the United States Trustee, 300 South Fourth Street, Suite 1015, Minneapolis, MN 55402, attention: Sarah J. Wencil; and (iv) counsel for the Creditors’ Committee, Jeffrey L. Cohen, Lowenstein Sandler LLP, 1251 Avenue of the Americas, New York, NY 10020, Connie H. Lahn, Barnes & Thornburg LLP, 2800 Capella Tower, 225 South Sixth Street, Minneapolis, MN 55402, and Peter Clark, Barnes & Thornburg LLP, One North Wacker Drive, Suite 4400, Chicago, IL 60606.

5. On **October 18, 2017, at 1:30 p.m.** (prevailing Central time) (the **“Rejection Hearing”**), the Court will hear any timely filed Objections to this Rejection Notice. **UNLESS AN OBJECTION IS TIMELY FILED, THE COURT MAY APPROVE THE REJECTION OF THE EXECUTORY CONTRACTS WITHOUT A HEARING.**

6. If the Bankruptcy Court upholds the Debtors’ determination to reject the applicable Contract, then the Contract shall be deemed rejected (i) as of the Rejection Date, or (ii) as otherwise determined by the Bankruptcy Court as set forth in any order overruling the objection. Pursuant to the Rejection Order, the rejection of the applicable Contracts shall be deemed effective as of the applicable Rejection Date set forth on Schedule A of this Rejection Notice.

7. Pursuant to the terms of the Rejection Procedures, if the Debtors have deposited monies with the Contract counterparty, as a security deposit or otherwise, the Contract

counterparty may not set off or otherwise use such deposit without the prior authorization of the Bankruptcy Court.

9. Pursuant to the terms of the Rejection Procedures, for any claim that you, as a Contract counterparty, may assert against the Debtors as a result of the rejection of your Contract, you must submit a proof of claim for any damages arising from such rejection on or before the later of (i) the deadline for filing proofs of claim established by order of the Bankruptcy Court in the Debtors' chapter 11 cases; and (ii) thirty (30) days after the entry of the Rejection Order authorizing the Debtors' rejection of your Contract. If you, as a counterparty to a rejected Contract, fail to timely file such proof of claim for any damages arising from the Debtors' rejection of your Contract, you will be forever barred from asserting a claim for rejection damages arising from the rejection of your Contract listed on Schedule A, absent further order of the Bankruptcy Court to the contrary.

Dated: September 29, 2017

/e/ Steven R. Kinsella

Clinton E. Cutler (#0158094)

Cynthia A. Moyer (#211229)

Ryan T. Murphy (#0311972)

James C. Brand (#387362)

Sarah M. Olson (#0390238)

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ATTORNEYS FOR DEBTORS

SCHEDULE A

COUNTERPARTY	TITLE OR DESCRIPTION OF CONTRACT(S)	REJECTION DATE
Constellation NewEnergy, Inc.	(1) Master Retail Electricity Supply Agreement; and (2) All Fixed Price Solutions Transaction Confirmations.	9/30/2017
Evolving Solutions, Inc.	(1) Equipment Schedule to Rental Agreement # 11213; (2) IBM PureData Netezza & InfoSphere PPA Software Renewal 7-1-16 to 6-30-17 Quotation 11213-28031; (3) Indemnity Agreement; (4) Purchase Order; (5) Purchase Order; (6) Purchase Order; (7) Purchase Order #10064915 for spread maintenance (ref. quote 11213-2211005); (8) Purchase Order #10065297 for IBM HW-SW Maintenance Annual Billing Contract A58TP9; (9) Purchase Order #10066025 for IBM PureData Netezza & InfoSphere PPA Software Renewal; (10) Quotation 11213-31787; and (11) Rental Agreement # 11213.	9/29/2017
Hadley Development, LLC	All sale or purchase orders between the Debtors and Hadley Development, LLC for goods that have not been delivered.	9/29/2017

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Gander Mountain Company, Overton's, Inc.,	Case No. 17-30673 Case No. 17-30675
Debtors.	Chapter 11 Cases

**ORDER APPROVING THE REJECTION OF EXECUTORY CONTRACTS AND
UNEXPIRED NON-REAL PROPERTY LEASES**

Pursuant to, and in accordance with, the Order Authorizing the Sale of Certain Assets Free and Clear of Liens, Claims, Rights, Encumbrances, and Other Interests dated May 4, 2017 [Docket No. 691] (the "Order") entered in the above-captioned chapter 11 cases, and the Debtors having properly filed with this Court and served on the Rejection Notice Parties (as defined in the Order) Notice of their intent to reject certain executory contracts ("Executory Contracts") and unexpired non-real property leases (the "Leases" and, together with the Executory Contracts, the "Contracts") in accordance with the Rejection Procedures in respect to the Contracts identified on Exhibit A hereto; and no timely objections having been filed to the Debtors' rejection of Contracts identified on Exhibit A,

IT IS HEREBY ORDERED:

1. The Contracts listed on Exhibit A are hereby rejected as of the effective dates set forth for such Contracts on Exhibit A.
2. If any affected non-Debtor party (each a "Counterparty") to a Contract that is rejected pursuant to this Order asserts a claim against the Debtors arising from the rejection of such contract, the Counterparty shall submit a proof of claim on or before the later of (i) the

deadline for filing proofs of claim established by order of this Court in the Debtors' chapter 11 cases and (ii) the date that is 30 days after entry of this Order. If a Counterparty does not timely file a proof of claim in accordance with the terms of this Order, the Counterparty shall be forever barred from asserting a claim arising from the rejection of their Contract listed on Exhibit A, absent further order of this Court.

4. The Debtors are authorized to take all actions necessary or appropriate to effectuate the relief granted by this Order.

5. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: _____

Michael E. Ridgway
United States Bankruptcy Judge

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