

**IN THE 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

**NOTICE OF HEARING AND MOTION OF THIRTY AND SUMMIT BILLBOARD
COMPANY, LLC FOR AN ORDER ALLOWING ADMINISTRATIVE EXPENSE
CLAIM FOR UNPAID POST-PETITION RENT**

TO: The Debtors and other entities specified in Local Rule 9013-3:

1. Thirty and Summit Billboard Company, LLC ("Summit") moves the Court for the relief requested below and gives notice of hearing.

2. The Court will hold a hearing on this Motion on April 4, 2018, at 1:30 p.m., before the Honorable Michael E. Ridgway, in Courtroom Number 7 West, at the United States Courthouse, at 300 South Fourth Street, in Minneapolis, Minnesota.

3. Any response to this Motion must be filed and served no later than March 30, 2018, which is five days before the time set for the hearing (including Saturdays, Sundays, and holidays). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**

4. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157(b)(2)(A), (B) and 1334.

5. This is a core proceeding pursuant to 28 U.S.C. §157(b)(2)(A), (B). Venue is proper in this district pursuant to 28 U.S.C. §1409.

6. For the reasons set forth below, Summit requests the entry of an order allowing an administrative expense claim in the amount of \$2,058.94 for base rent that accrued while Gander Mountain Company used Summit's property during the period between June 1, 2017 to September 30, 2017.

FACTS

7. Gander Mountain Company is a party to a Lease Agreement for the property located and addressed as 751 Gravois Boulevard, Fenton, Missouri 63026 (the "Gravois Bluffs Store").

8. In connection with the Gravois Bluffs Store, Gander Mountain Company entered into a Sign Panel Lease Agreement with Summit (the "Sign Panel Lease,") for sign panel land consisting of a 1.12-acre tract of real property for signage for the Gravois Bluffs Store. A true and accurate copy of the Sign Panel Lease is attached hereto as Exhibit A and incorporated herein by reference.

9. The Sign Panel Lease is a lease "of real property in a shopping center" for purposes of 11 U.S.C. § 365(b)(3).

10. On March 10, 2017 (the "Petition Date") Gander Mountain Company and its affiliated co-debtors (collectively, the "Debtors") filed voluntary petitions for relief under Chapter 11 of Title 11 of the Bankruptcy Code.

11. Debtors never assumed or rejected the Sign Panel Lease.

12. Between June 1, 2017 and September 30, 2017, rent accrued in the amount of \$2,058.94 on a pro-rated basis under the Store Lease (the "Stub Rent"), and this post-petition rent remains unpaid despite Debtors using leased premises during this time.

DEBTORS' POST-PETITION USE AND BENEFITS

13. Following the Petition Date, the Debtors continued to operate their business as a debtor-in-possession under 11 U.S.C. §§ 1107(a) and 1108.

14. On March 10, 2017, the Debtors filed a motion to sell substantially all of their assets in a § 363 sale [Docket No. 31] (the "Sale Motion"). In their Sale Motion, Debtors explained that their strategy to maximize the value of their assets included the continued use of store premises to sell merchandise.

15. On May 5, 2017, the Court entered an Amended Order Authorizing the Sale of Certain of the Debtors' Assets Free and Clear of Liens, Claims, Rights, Encumbrances, and Other Interests [Docket No. 700] (the "GOB Sale Order"). Under the GOB Sale Order, the Court approved the Debtors' sale of merchandise and other assets to liquidators to allow them to conduct "going out of business" sales at all of the Debtors' store locations, including the Gravois Bluffs Store.

16. To that end, Debtors continued to use and occupy the Gravois Bluffs Store to sell merchandise and conduct "going out of business sales" until the Store Lease was deemed rejected. Further, the Debtors continued to use the sign panel while they occupied the Gravois Bluffs Store; however, they failed to assume or reject the Sign Panel Lease.

17. Under 11 U.S.C. § 503(b)(1)(A), Debtors are required to pay Summit for all post-petition amounts due under the Sign Panel Lease to the extent they constitute actual and necessary costs of preserving the Debtors' bankruptcy estate.

18. Further, Debtors are required to pay Summit for all post-petition rents until the lease is assumed or rejected pursuant to the terms of the Order Authorizing the Sale of Certain Assets Free and Clear of Liens, Claims, Rights, Encumbrances and Other Interests [Docket No.

691] (the “CW Sale Order”) and the Designation Rights Agreement that the Debtors entered into under the CW Sale Order. (See Paragraph 2.3(a) of the Designation Rights Agreement stating that “[the Debtors] covenant [] and agree [] to pay the counterparties under the Real Property Leases when due all amounts payable under the Real Property Leases from and after the Petition Date as required by the Bankruptcy Code until such Real Property Lease is assumed, assigned or rejected.”)

19. Despite the Debtors use of and benefit from the Gravois Bluffs Store and the accompanying sign panel from March 10, 2017 to September 30, 2017, Debtors failed to pay Summit for base Stub Rent for their use of the property during the period between June 1, 2017 and September 30, 2017. As a result, Summit is entitled to an administrative claim for base Stub Rent in the amount of \$2,058.94.

REQUEST FOR RELIEF

20. By this Motion, Summit requests an order allowing for an administrative expense claim under 11 U.S.C. § 503(b)(1)(A) in the amount of \$2,058.94 for base Stub Rent that accrued while the Debtors were using the sign panel affiliated with the Gravois Bluffs Store during the period between June 1, 2017 and September 30, 2017.

RESERVATION OF RIGHTS

21. Summit reserves its rights to file additional administrative expense claims and to amend its existing claims, including general unsecured claims and any other claims, against the Debtors’ bankruptcy estate.

WHEREFORE, Landlord Thirty and Summit Billboard Company, LLC respectfully requests that the Court enter an order allowing Thirty and Summit Billboard Company, LLC an

administrative expense claim under 11 U.S.C. § 503(b)(1)(A) in the amount of \$2,058.94 for base rent that accrued while the Debtors were using the sign panel associated with the Gravois Bluffs Store during the period of June 1, 2017 to September 30, 2017; and grant such other and further relief as this Court may deem just and proper.

Respectfully submitted,

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ATTORNEYS FOR MOVANT GRAVOIS BLUFFS A,
LLC AND THIRTY AND SUMMIT BILLBOARD
COMPANY, LLC


CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing was served electronically through the Court's CM/ECF system on all registered participants on the this 12 day of March, 2018.

/s/ Christopher J. Lawhorn

VERIFICATION

I, Rich Reiche, declare under penalty of perjury that I am an authorized signatory for Thirty and Summit Billboard Company, LLC, the entity comprising the moving party named in the foregoing motion, that I have read the foregoing document and that the facts described therein are true and correct according to the best of my knowledge, information and belief.

By: 
Name: Rich Reiche
Date: March 12, 2018