

EXHIBIT 1

Settlement Agreement

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is effective as of the date of the last signature below, by and between Ellett Brothers, LLC (“Ellett”), and the Gander Mountain Liquidating Trust (“Liquidating Trust” and, together with Ellett, “Parties”), for the bankruptcy estates of Gander Mountain Company and Overton’s, Inc. (collectively, “Gander Debtors”).

1. These facts are the basis for this Agreement:
 - (a) On March 10, 2017, the Gander Debtors each filed a voluntary petition initiating their chapter 11 bankruptcy proceedings (collectively, “Chapter 11 Cases”) in the United States Bankruptcy Court for the District of Minnesota (the “Gander Bankruptcy Court”).
 - (b) On January 26, 2018, the Gander Bankruptcy Court confirmed the Debtors’ and Official Committee of Unsecured Creditors’ Joint Plan of Liquidation dated October 31, 2017 [ECF Doc. 1572] (the “Plan”), effective February 8, 2018.
 - (c) Pursuant to the Plan, META Advisors LLC was appointed as the Liquidating Trust’s trustee (the “Liquidating Trustee”). The Plan, art. VI.E, authorizes the Liquidating Trust to settle claims without the Gander Bankruptcy Court’s approval.
 - (d) On March 23, 2017, the Gander Bankruptcy Court entered the Amended Order Granting Expedited Relief and Establishing Procedures for the Resolution of Reclamation Claims and Administrative Claims Asserted Pursuant to Section 503(b)(9) of the Bankruptcy Code [ECF Doc. 211] (the “Procedures Order”), which set forth the requirements for asserting a claim under Bankruptcy Code § 546(c) (a “Reclamation Claim”) or § 503(b)(9) (a “503(b)(9) Claim”). The Procedures Order set May 22, 2017, as the deadline by which creditors must assert Reclamation Claims and 503(b)(9) Claims.
 - (e) Ellett timely filed these priority claims (the “Ellett Priority Claims”) against the Gander Debtors:

Reclamation Claim	\$0.00
503(b)(9) Claim	\$1,072,308.55
Total Asserted Priority Claim	\$1,072,308.55

- (f) On September 20, 2017, the Gander Debtors filed the Notice of Statement of Reclamation and Twenty Day Claims [ECF Doc. 1242], objecting to the Ellett Priority Claims.
- (g) On June 10, 2019, Ellett, SportCo Holdings, Inc., and seven other related entities each filed a voluntary bankruptcy petition under chapter 11 the Bankruptcy Code, initiating their chapter 11 bankruptcy proceedings (collectively, the “SportCo Bankruptcy”) in the United States Bankruptcy Court for the District of Delaware (“SportCo Bankruptcy Court”). The SportCo Bankruptcy is jointly administered under Case No. 19-11299.
- (h) In the SportCo Bankruptcy, Ellett is a debtor in possession, and thus can settle the Ellett Priority Claims with the Gander Debtors upon motion and after a notice and a hearing in the SportCo Bankruptcy.
- (i) The Liquidating Trust and Ellett now have agreed to settle all disputes between them with respect to the Ellett Priority Claims.

2. This Agreement does not apply to any general unsecured claim filed by Ellett, with respect to which the Parties reserve all rights.

3. The Ellett Priority Claims will be allowed in these amounts (the “Allowed Claim”):

Reclamation Claim	\$6,092.47
503(b)(9) Claim	\$146,708.09
Total Asserted Priority Claim	\$152,800.56

4. Except with respect to the Allowed Claim, Ellett waives and releases any right to administrative priority with respect to its claims against the Gander Debtors, their chapter 11 estates, the Liquidating Trustee and its advisors, the Liquidating Trust and its advisors, and their successors and assigns, relating to the Ellett Priority Claims and the Chapter 11 Cases. Ellett retains the right to payment of the Allowed Claim, and its rights with respect to any general unsecured claim, subject to the Liquidating Trust’s ability to object to any such unsecured claim under the Plan.

5. Ellett will seek the SportCo Bankruptcy Court’s approval of this Agreement under Bankruptcy Rule 9019(b). Pending such approval, this Agreement’s provisions as to the Allowed Claim have no binding effect. The Liquidating Trustee will pay 80 percent of the Allowed Claim within five business days after such approval. If the SportCo Bankruptcy Court disapproves this Agreement, then the Agreement becomes null and void.


6. This Agreement binds and benefits the Parties and their successors and assigns.
7. This Agreement will be construed, and the Parties' rights and liabilities will be determined, under Minnesota law and applicable federal law. Pursuant to the Plan, art. X, the Gander Bankruptcy Court retains jurisdiction over any disputes related to the Agreement, and the Parties consent to such jurisdiction and venue.
8. This Agreement is the entire agreement between the Parties, and can be amended only by means of a writing that both Parties sign.
9. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which together constitute a single agreement. A facsimile or scanned signature binds the signing Party as if it were an original signature.
10. The Liquidating Trust and Ellett each represents and warrants that this Agreement is executed on its behalf by a duly authorized officer or agent.

[Remainder of page intentionally left blank — signature follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and to be effective as of the date of the last signature below.

GANDER MOUNTAIN LIQUIDATING TRUST:

Date: 8/30, 2019

By: 

Name: Dana P. Kane

Title: Authorized Representative of the
Liquidating Trust

ELLETT BROTHERS, LLC:

Date: _____, 2019

By: _____

Name: Dalton Edgecomb

Title: Chief Restructuring Officer

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and to be effective as of the date of the last signature below.

GANDER MOUNTAIN LIQUIDATING TRUST:

Date: _____, 2019

By: _____

Name: _____

Title: Authorized Representative of the
Liquidating Trust

ELLETT BROTHERS, LLC:

Date: August 28, 2019

By:  _____

Name: Dalton Edgecomb

Title: Chief Restructuring Officer