

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

<p>In re:</p> <p>BRIGGS & STRATTON CORPORATION, et al.,</p> <p style="padding-left: 40px;">Debtors.</p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p>Chapter 11</p> <p>Case No. 20-43597-399</p> <p>(Jointly Administered)</p> <p>Related Docket No. 7</p>
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**INTERIM ORDER AUTHORIZING DEBTORS
TO (I) HONOR CERTAIN PREPETITION OBLIGATIONS
TO CUSTOMERS AND (II) CONTINUE AND MAINTAIN RELATED
CUSTOMER PROGRAMS IN THE ORDINARY COURSE OF BUSINESS**

Upon the motion (the “**Motion**”)¹ of Briggs & Stratton Corporation and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”), for entry of an order pursuant to sections 105(a) and 363(b) of the Bankruptcy Code authorizing, but not directing, the Debtors to maintain and administer customer-related programs, promotions, and practices, and to pay and otherwise honor their obligations to customers thereunder in the ordinary course of business and consistent with past practice, all as more fully set forth in the Motion; and upon consideration of the Ficks Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Debtors having represented that adequate and proper notice of the Motion has been given; and this Court having reviewed the Motion; and this Court having

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.



held a hearing to consider the relief requested in the Motion; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003 and is in the best interests of the Debtors and their respective estates and creditors; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor, **it is hereby ORDERED that the Motion is GRANTED on an interim basis in that:**

1. The Debtors are authorized, but not directed, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, to maintain and administer the Customer Programs in effect and to honor and pay any prepetition Customer Program Obligations thereunder, in each case, in the ordinary course of business in accordance with practices and procedures that were in effect before the Petition Date; provided that, pending entry of a final order on the Motion, any payments made pursuant to this Order (the “**Interim Order**”) on account of Customer Program Obligations owed for periods prior to the Petition Date shall not exceed \$10,290,140 in the aggregate.

2. The Vendors are authorized and have agreed to continue to honor all obligations under the Wells Fargo Floor Plan Financing Agreement and any documents executed in connection therewith, including but not limited to the Vendor Program Terms Letter, in the ordinary course of their business operations, including, but not limited to, by continuing to honor Vendors’ full and timely performance of Vendors’ Purchase Obligations, Interest Subsidy obligations, and guaranty obligations thereunder. For the sake of clarity, upon the occurrence of any Vendor Event of Default, other than any of the Bankruptcy-Related Events, as that term is defined in the Wells Fargo Floor Plan Financing Agreement, CDF may exercise its rights and remedies under the Wells Fargo Floor Plan Financing Agreement and/or other documents executed

in connection therewith, without an order of the Bankruptcy Court authorizing the exercise of such remedies or terminating any stay of the exercise of such remedies, either directly or indirectly. However, CDF agrees to provide written notice to the Vendors, via electronic mail sent to Andrea Golvach and Rick Schadt, of the occurrence of any Vendor Event of Default arising from Vendors' failure to make any payment due under the Well Fargo Floor Plan Financing Agreement (each a "**Payment Default**") prior to exercising any rights or remedies with respect thereto, and the Vendors shall have three business days to cure the Payment Default.

3. The Debtors are authorized, but not directed, to continue both the Northpoint Floor Plan Financing Program and the Retailer Financing Programs, and to pay and honor all fees and obligations as come due in the ordinary course.

4. Nothing in the Motion or this Interim Order shall be deemed to authorize the Debtors to accelerate any payments not otherwise due prior to the date of the hearing to consider entry of an order granting the relief requested in the Motion on a final basis.

5. The Debtors are authorized but not directed to continue to operate under the Payment Processing Agreements. The Debtors are authorized to pay or reimburse the Payment Processing Companies for all obligations arising under the Payment Processing Agreements, including fees, charges, refunds, chargebacks, reserves and other amounts due and owing from the Debtors to the Payment Processing Companies, whether such obligations are incurred prepetition or postpetition, and the Payment Processing Companies are authorized to receive or obtain payment for such Processing Obligations, as provided thereunder, and in the manner set forth in, the Payment Processing Agreements, including, without limitation, by way of recoupment or setoff without further order of the Court. Any claim which the Payment Processing Companies may have under the Payment Processing Agreements shall be entitled to, in addition to any other lien,

collateral or payment priority rights in support thereof, administrative expense priority status pursuant to section 503(b) of the Bankruptcy Code.

6. The Banks are authorized to receive, process, honor, and pay any and all checks issued, or to be issued, and electronic funds transfers requested, or to be requested, by the Debtors relating to such obligations, to the extent that sufficient funds are on deposit in available funds in the applicable bank accounts to cover such payments. The Banks are authorized to accept and rely on all representations made by the Debtors with respect to which checks, drafts, wires, or automated clearing house transfers should be honored or dishonored in accordance with this or any other order of this Court, whether such checks, drafts, wires, or transfers are dated prior to, on, or subsequent to the Petition Date, without any duty to inquire otherwise.

7. Notwithstanding anything contained in the Motion or this Interim Order, any payment made, and any authorization of the Debtors contained herein shall be subject to the terms and conditions contained in any orders entered by this Court authorizing the Debtors to obtain debtor-in-possession financing and/or authorizing the use of cash collateral (each such order, a “**DIP Order**”), the documentation in respect of any such debtor-in-possession financing or use of cash collateral, and any budget in connection with any such debtor-in-possession financing and/or use of cash collateral. To the extent there is any inconsistency between the terms of any DIP Order and any action taken or proposed to be taken by the Debtors hereunder, the terms of the DIP Order shall control.

8. Nothing contained in the Motion or this Interim Order or any payment made pursuant to the authority granted by this Interim Order is intended to be or shall be deemed as (i) an admission as to the validity of any claim against the Debtors, (ii) a waiver of the Debtors’ or any party in interest’s rights to dispute the amount of, basis for, or validity of any claim, (iii) a

waiver of the Debtors' or any party in interest's rights to challenge the enforceability or characterization of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code or otherwise; (iv) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable nonbankruptcy law, (v) an agreement or obligation to pay any claims, (vi) a waiver of any claims or causes of action which may exist against the Debtors, any creditor, or interest holder, or (vii) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code.

9. Except as otherwise set forth herein, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

10. The requirements of Bankruptcy Rule 6003(b) have been satisfied because the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors. The requirements of Bankruptcy Rules 6004(a) and 6004(h) are waived.

11. The Debtors are authorized to take all actions necessary or appropriate to carry out the relief granted in this Interim Order.

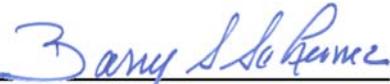
12. A final hearing (the "**Final Hearing**") to consider the relief requested in the Motion shall be held on **August 18, 2020 at 10:00 a.m. (prevailing Central Time)**, in the United States Bankruptcy Court, Eastern District of Missouri, United States Courthouse, Thomas F. Eagleton Federal Building, 5th Floor, North Courtroom, 111 S. 10th Street, St. Louis, Missouri, 63102, and any objections or responses to the Motion shall be filed on or prior to **August 11, 2020 at 4:00 p.m. (prevailing Central Time)** and shall be served on: (i) Briggs & Stratton Corporation, 12301 West Wirth Street, Wauwatosa, Wisconsin 53222 (Attn: Kathryn M. Buono, Esq.); (ii) proposed counsel to the Debtors (a) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York,

New York 10153 (Attn: Ronit J. Berkovich, Esq. and Debora A. Hoehne, Esq.) and (b) Carmody MacDonald P.C., 120 S. Central Avenue, Suite 1800, St. Louis, Missouri 63105 (Attn: Robert E. Eggmann, Esq., Christopher J. Lawhorn, Esq., and Thomas H. Riske, Esq.); and (iii) the Notice Parties (as defined in the Motion). If no objection or response is timely filed and served, the Court may enter the Final Order without need for the Final Hearing.

13. Not later than two (2) business days after the date of this Interim Order, the Debtors shall serve a copy of the Interim Order and shall file a certificate of service no later than twenty-four (24) hours after service.

DATED: July 22, 2020
St. Louis, Missouri

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Barry S. Schermer
United States Bankruptcy Judge

Order Prepared By:

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