UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MISSOURI SOUTHEASTERN DIVISION

	§	Chapter 11
In re:	Ş	
	Ş	Case No. 20-43597
BRIGGS & STRATTON	§	
CORPORATION, et al.,	Ş	(Jointly Administered)
	Ş	-
Debtors.	Ş	
	Ş	
	Ş	
	§	

CERTIFICATE OF PUBLICATION

I, Angela M. Nguyen, depose and say that I am employed by Kurtzman Carson Consultants LLC ("KCC"), the claims and noticing agent for the Debtors in the above-captioned case.

On November 16, 2020, the Notice of (I) Order Approving Disclosure Statement; (II) Hearing on Confirmation of Plan; (III) Procedures and Deadline for Objecting to Confirmation of the Plan; and (IV) Procedures and Deadline for Voting on the Plan, as conformed for publication, was published in the New York Times, National Edition, as described in the sworn statement attached hereto as **Exhibit A**.

Furthermore, on November 17, 2020, the Notice of (I) Order Approving Disclosure Statement; (II) Hearing on Confirmation of Plan; (III) Procedures and Deadline for Objecting to Confirmation of the Plan; and (IV) Procedures and Deadline for Voting on the Plan, as conformed for publication, was published in the St. Louis Dispatch, as verified in the Electronic Tear Sheet attached hereto as **Exhibit B**.

Dated: November 18, 2020

/s/ Angela M. Nguyen Angela M. Nguyen KCC 222 N Pacific Coast Highway, 3rd Floor El Segundo, CA 90245 Tel 310.823.9000



Case 20-43597 Doc 1302 Filed 11/18/20 Entered 11/18/20 17:58:38 Main Document Pg 2 of 6

Exhibit A

Case 20-43597 Doc 1302 Filed 11/18/20 Entered 11/18/20 17:58:38 Main Document Pg 3 of 6



PROOF OF PUBLICATION

Nov-16, **20**²⁰

The New Hork Eimes

I, Edgar Noblesala, in my capacity as a Principal Clerk of the Publisher of daily newspaper of general circulation printed and published in the City, County and State of New York, hereby certify that the advertisement annexed hereto was published in the editions of

Ehe New Hork Eimes

on the following date or dates, to wit on

Nov 16, 2020, NYT & Natl, pg B5

Sworn to me this 16th day of November, 2020

Ellen Herb

Ellen Herb Notary Public, State of New York No. 01HE6163785 Qualified in New York County Commission Expires April 2, 2023



After the Protests: Gaps in Small-Business Insurance

By NELLIE BOWLES

KENOSHA, WIS. – It's a prominent refrain these days from activists in the aftermath of arson and looting: Businesses have insurance. Buildings can be repaired. Broken glass is a small price to pay in a movement for justice.

One new book, "In Defense of Looting," for example, argued that looting was an essential tactic against a racist capitalist society, and a largely victimless crime again, because stores will be made whole through insurance. The top editor of The Philadelphia Inquirer resigned amid an outcry for publishing the headline, "Buildings Matter, Too."

"'People over property' is great as a rhetorical slogan," the paper's architecture critic, Inga Saffron, wrote in that piece. "But as a practical matter, the destruction of downtown buildings in Philadelphia — and in Minneapolis, Los Angeles and a dozen other American cities — is devastating for the future of cities."

On the burned-out blocks hit by unrest since the killing of George Floyd, an unarmed Black man, in Minneapolis in late spring, the reality is complicated. Mr. Floyd's death was the start of months of protests for racial justice led by the Black Lives Matter movement that have left long-term economic damage, especially in lower-income business districts.

While large chains like Walmart and Best Buy have excellent insurance, many small businesses that have been burned down in the riots lack similar coverage. And for them, there is no easy way to replace all that they lost.

In Kenosha, more than 35 small businesses were destroyed, and around 80 were damaged, according to the city's business association. Almost all are locally owned and many are underinsured or struggling to manage.

"It's a common problem, businesses being underinsured, and the consequences can be devastating," said Peter Kochenburger, executive director of the Insurance Law LL.M. Program and a University of Connecticut law professor.

"We can't call corporate," said Ricardo Tagliapietra, who owns three restaurants in Kenosha. "There's no backup."

When people started burning down buildings in Kenosha after the police shooting of Jacob Blake on Aug. 23, Tony Farhan, 36, prayed that his electronics shop would be left alone.

The Farhans have struggled recently. Mr. Farhan, his wife and their four sons moved in with his parents while their savings went to one son's health care. Mr. Farhan's hope for a better life was tied up in the shop. So were many of his family's belongings. They couldn't fit all the clothes and toys for their boys in his parents' house, so they tucked things away in the shop storage room. "Half my house was in there," said Mr. Farhan, who grew up in Kenosha. The shop, which sells cellphones, charging cords, headphones and speakers, was looted on the night Mr. Blake was shot and burned the next. So was his brother's shoe and clothing shop next door. The apartment units upstairs burned with them, as did many other buildings in the working-class neighborhood of Uptown Kenosha, a historic and bustling multicultural neighborhood. Weeks later it remained a scene of char and rubble. They have insurance, though they say it is not enough, and now they are tangling to get the money. But personal items they stored there were not insured. Mr. Farhan does not know how he will replace his children's winter clothes that were at the shop. "I have no job, and I'm using credit cards," said Mr. Farhan, who is of Palestinian descent. "I'm going into debt, and I just got out of debt." Mr. Farhan's brother Vinnie, 40, who had the shoe and clothing shop next door, said the logistics of wrestling the insurance companies and restarting his life were overwhelming. "People don't see behind the scenes. I put everything into starting this business.' In the units above the Farhans' shops, all the tenants made it out alive, but several family pets died in the fires, the brothers said. One upstairs resident started an online fund-raiser the brothers highlighted: "My mom and I lost everything and our 2 cats and now my mom is homeless and I would like to try to raise money to help her with getting a place," the tenant's daughter, Ashley Powell, wrote on the GoFundMe page. Mr. Farhan, hoping some of the insurance and redevelopment grants will come his way soon, said he recently borrowed \$20,000 to buy a new storefront nearby to start again. It is unclear if the looters and rioters in this town — or the ones that tore through the commercial districts of Minneapolis, Los Angeles and Chicago - were genuinely committed to the Black Lives Matter movement or just





taking advantage of a chaotic situation after the police shooting of Mr. Blake, which is now being investigated by the U.S. Department of Justice.

But the topic is a difficult one to broach even for the riots' victims: Many on the left decry anyone who criticizes looting, arguing that it is a justifiable expression of rage, widely quoting (out of context) the Rev. Dr. Martin Luther King Jr. that "a riot is the language of the unheard.'

At a recent antifa gathering in Portland, Ore., protesters shared literature arguing for the righteousness of property destruction with titles like "Why Break Win-

(her landlord's insurance is covering it). In the meantime, she estimated she was paying \$800 extra each month to heat the shop, which now lacks proper windows, and she is working all day behind plywood without natural light. So Ms. Tolliver said she was making do with less - cutting back on employee hours and forgoing the new winter uniforms her workers need.

The night after her shop was broken into, she stayed inside to guard it and watch what was happening. She was shocked, she said, to see so many white protesters destroying property in the name of Black lives. And they seemed to be well-off young people, with little sense of what a storefront means to a family like hers.

Tony Farhan's Kenosha electronics shop was looted and burned in the violence after the police shooting of Jacob Blake in August. Insurance will not cover all that was lost. Left, the Car Source used car lot.

shopping district.

On Aug. 23, Mr. Blake was shot by a white officer. The video showed the officer shooting him in the back seven times as he got into his car. News spread that he had been trying to break up a fight and that he was unarmed. The facts that ultimately emerged about the encounter were more complex, but the viral video of the shooting was damning. Another unarmed Black man had been attacked by the police.

Kenosha erupted. That night, antiracism protests turned into riots that lasted for days.

The city's lower- and middleclass business owners were ultimately hit harder than the more affluent. When the riots started on a Sunday night, Kenosha's wealthier and whiter Downtown organized quickly to board up the storefronts, thanks to a longstanding tight-knit business association. By the next morning at 7, hundreds of volunteers were gathering with hammers and nails. Those who couldn't hammer came with water and sandwiches. Sevcost to replace it. That's what happens.

Ν

"It costs more to get replacement coverage, so this issue is going to bear more of an impact on lower-income folks where every dime really counts, and they opted for the less expensive plan," Mr. Kochenburger said. "It is not intuitive how this works."

The government is sending \$4 million in aid to be distributed by the Kenosha Area Business Association, but the city's Fire Department estimates that damages from the late August riots are \$11 million. Local accountants are volunteering to help business owners navigate the daunting insurance bureaucracy.

"Larger businesses have risk managers who tell them exactly what type of coverage to buy, what the risks are, what liability insurance to have," said Loretta Worters, a vice president at the Insurance Information Institute, a nonprofit industry association. "A small business has to be their own risk manager, and they don't know the right stuff, and that's a big problem."

The Rev. Jonathan Barker, who is a pastor at Grace Lutheran Church, said the riots hit Kenosha's most vulnerable population. And he added that they tapped into an existing racial tension in the neighborhood.

Although there are many Black residents, most of the shops are owned by Middle Eastern, Asian and Latino families.

Some businesses will never bounce back, said Mr. Tagliapietra, who has been involved in citywide discussions on redevelopment. He has seen plans to fully redevelop Uptown and the surrounding area, an idea that existed before the riots but which now is more feasible.

"When you look at Uptown, no matter how it gets rebuilt, businesses there are never going to be able to afford it again," he said. "It's instant gentrification."

Nowadays, at the Uptown site where the Farhans had their shops, there are just high piles of charred objects and melted plastic: cellphone cases, electronics cords, appliances and brightly colored pieces of children's clothing sticking out among piles of blackened wood and bricks.

At the Car Source lot, the vehicles are now just rusted pieces of metal, with seats burned through to their frames. On the hood of four cars, someone has written in graffiti: Black – Lives – Matter

In a media critique earlier this year published on the website Refinerv29, Britni de la Cretaz wrote: "Putting the focus on stealing objects from a store (during a pandemic, no less!) rather than on the injustice behind the looting, the horrific loss of life and racial violence that Black folks live with every day, is sending the message that property matters more than people. It just demonstrates the way that white supremacy sees more value in a TV set than in the life of a Black man."

And Preston Mitchum, an adjunct professor at Georgetown University Law Center, said in an interview: "Businesses will be OK. You can revive a business. You can't bring back people who are killed by the cops.'

Within the argument that looting is a minor issue is the assumption that property owners can easily replace what was lost. But many of the small businesses in Kenosha's lower- and middle-income Uptown neighborhood will not receive enough in insurance proceeds to fully replace destroyed property. And many Kenosha business owners describe the losses in more personal ways.

"We lived here, basically," said Scott Carpenter, the owner of office furniture supply shop B&L Furniture, whose family has run the shop for 40 years and which is just a few blocks away from the Farhans' stores. "It was our home away from home."

It is now burned out, a couple walls still standing around the melted core. The office furniture is gone, of course. And so is the play area in the corner with games and old NASCAR memorabilia he and his father built for local kids. His family owned the building and has insurance, and he estimates the cost to rebuild will be \$1.5 million. He plans on reopening in a rented location four miles away in a neighborhood he thinks is safer.

One pattern that emerged in the aftermath of the riots in Kenosha: Many white-owned businesses like Mr. Carpenter's had better, more comprehensive insurance and records than those owned by people of color, according to several leaders in the business community.

Still, the pain was broadly felt. At the local used tire shop, the owner, Linda Tolliver, who is white, is waiting for new windows to replace those broken in the riots

"It's some blue-haired, lattedrinking hippie in Seattle coming here to raise hell while they go home to their nice beds," said Ms. Tolliver, who is in her late 50s. 'They don't care about any of us."

Few city leaders fault the business owners for not buying more comprehensive insurance policies.

"Nobody expected this in little Kenosha," said Jennifer Dooley-Hogan, a local marketer who is the president of Downtown Kenosha Inc., which is working to raise \$300,000 in grants to help businesses damaged during the riots.

A season of downturn and pain

A city of about 100,000 built along Lake Michigan, Kenosha has seen hard times. In 1988, most operations of the local Chrysler plant were shut down, and the city lost 5,500 jobs. But it slowly came back to life, with companies like Haribo candy, Uline shipping specialists and Nexus pharmaceuticals opening or expanding in town.

This summer, Mr. Tagliapietra, the restaurant owner, and his partners had opened a high-end downtown attraction, a symbol of its economic rise: the Apis Hotel and Restaurant, with entrees like coriander braised lamb shoulder (\$20) and raviolo al'uovo (\$18).

Then two forces hit: the pandemic, and the economic damage to the budding hospitality and

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK In re: K.G.IM, LLC, *et al.*, O KAPTER 11, CASE NO. 20-11723 (MG Debtors.) (Jointly Administered) NOTICE OF (I) DEADLINE REQUIRING FILING OF PROOFS OF CLAIM BY CREDITORS ON OR BEFORE DECEMBER 15, 2020 AND (II) DEADLINE REQUIRING FILING OF PROOFS OF CLAIM BY GOVERNMENTAL

UNITS ON OR BEFORE JANUARY 25, 2021 PLEASE TAKE NOTICE THAT the United States Bankruptcy C

v Court fo PLEASE TARE NOTICE THAT the United States Sankup(c) (Out Tor the Southern District of New York (Net "Out") has entered an order (the "Bar Date Order") requiring that each person or entity ("Claimants") holding or wishing to assert a claim against any of the Debtors that arose prior to July 28, 2002 (the" Petition Date"), induling any administrative expense claims arising under section 503(b)(9) of the Bankuptcy Code expense claims arising under section 503(b)(9) of the Bankruptcy Code (the "Prepetition Claims") file a proof of claim against any of the Debtors listed below (collectively, the "Debtors") on or before (i) 5:00 pm. (prevailing fastern Time) on December 15, 2020 (the "General Bar Date"); or (ii) 5:00 pm. (preventiling fastern Time) on January 25, 2021 for holders of Prepetition Claims that are governmental units as defined in section 101(27) of the Bankruptcy Code (the "Governmental Unit Bar Date"); or gother with the General Bar Date, the "Bar Date". A copy of the Bar Date Order is available free of charge at <u>https://omniagentsolutions.gov</u> Debtor, Tax ID, Case No.: K.G. IM, LLC, 20-0688556, 20-11723 (MG); IL writion LISA LL d3-2041628, 20-11724 (MG); IL IL C = IU 20-117261 Mulino USA, L(d, 3-2041682, 20-11724 (MG); IM LLC – III, 20-(M2), i 20-11725 (MG); IMNYU, LLC 20-0119805, 20-11726 (MG); IM NY, Florida, LLC, 20-2919385, 20-11727 (MG); IM NY, Puerto Rico, LLC, 20-2920001, 20-11728 (MG); IMNY AC, LLC, 26-0325082, 20-11729 (MG); IM Products, 20-11728 (MG): IMNY AC, LLC, 26-0325082, 20-11729 (MG): IM Products, LLC, 20-2610303, 20-11730 (MG); IM Long Island Restaurant Group, LLC, 20-1051623, 20-11731 (MG); IM Long Island, LLC, 20-1051488, 20-11732 (MG); IM Franchise, LLC, 20-2750565, 20-11733 (MG); IM 60° Street Holdings, LLC, 45-4859997, 20-11773 (MG); IM Broadway, LLC, 46-5124335, 20-11735 (MG); IMNY Hamptons, LLC, 82-3940423, 20-11736 (MG); IM Payroll, LLC, 46-3050807, 20-11778 (MG) PLEASE TAKE FURTHER NOTICE that each proof of claim form must specifically set forth the full name and proper chapter 11 case number of the Debtor against which such claim is asserted.

Counsel to the Debtors and Debtors in Possession. ALSTON & BIRD LLP. Gerard S. Catalanello, William Hao, 90 Park Avenue, New York, NY 10016, Telenhone: (212) 210-9400

eral shops had already been looted and damaged. But mostly, the area was protected.

Uptown Kenosha, a less affluent area, did not have a well-resourced tight-knit business association. Many shop owners could not afford to buy the plywood boards to protect their businesses in time, though Downtown quickly came to help both financially and physically with volunteers. Still, block after block burned over the course of the week. Protests continued long after the nights of fire and looting, but they became more quiet and peaceful. Now, old exterior walls of stores still stand uptown, but inside many shops are just piles of bricks, melted plastic and twisted chairs.

This is why the insurance question is key.

One company that became an iconic local scene of the destruction is Car Source, which sells used cars. Some 140 vehicles in its lot were destroyed by arson. The family that owns the lot, of Indian descent, estimates the damage at \$2.5 million. They have been fighting with their insurer, which initially attempted to classify the damage as the result of a domestic terrorism incident - an event not covered by their plan, said Anmol Khindri, whose family owns the business. Most of their business records were destroyed in the fire, and many of the car VIN numbers were burned off, making it hard to prove how much was lost. The

 If you have a Prepetition Claim against more than one Debtor, you

 MUST file a separate proof of claim against each Debtor against

 which you assert a claim. You SHOULD NOT include claims against

 more than one Debtor on a single proof of claim form.

 PLEASE TAKE FURTHER NOTICE that teach proof of claim must be filed,

 including supporting documentation, by U.S. mail, overnight delivery or

 other hand delivery system, so as to be actually received on or before the

 Solutions ("Ommi") at the following address: K.G.IM, LLC, c/o Omni Agent

 Solutions, 5955 De Soto Avenue, Suite 100, Woodland Hills, CA 91367.

 Alternatively, proofs of claim may hot be delivered by facsimile,

 telectonic filing system available at <a href="https://ommiagentsolutions.com/ilmuling-proofs of claim may hot be delivered by facsimile,

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 DOR WISHES TO ASSET A dashNST AVY OF THE DEBTORS, THAT IS NOT REMETTED FROM THE REQUIREMENT TO FULE A PROOF OF CLAIM AND

 OR WISHES TO ASSET A dashnould be directed to Omi at 866-771-051 Dated: November 11, 2020 New York, New York BY ORDER OF THE COURT

Objections Due: December 11, 2020 Hearing Date: December 18, 2020 Hearing Time: 9:00 a.m. (Central Time) Hearing Location: Courtroom 5 North, 111 S. 10th St., St. Louis, MO 63102

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family hired a lawyer to help (the

lawyer takes a percentage of

"I'm keeping my expectations low," Mr. Khindri said. "I'm al-

ready broke. I've got no money.

Even many of the businesses

with good insurance will not be

able to rebuild without outside do-

the replacement cost and the in-

sured cost," said Heather

Wessling Grosz, the vice presi-

dent of the Kenosha Area Busi-

ness Alliance. "The ability to re-

place those buildings on those

blocks will be very difficult. It is

Many small businesses choose

insurance that covers the cash

value of their building or products

rather than the actual replace-

ment cost, which can be consider-

"Let's say you have a 10-year-

old washing machine, and maybe

it was \$500 to buy and a new one

would cost \$600, but it's depreciat-

ed, so now it would have a value of

\$50," said Mr. Kochenburger, the

you're not getting either the cost

you paid for it or what it would

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MISSOURI, SOUTHEASTERN DIVISION

In re: BRIGGS & STRATTON § Chapter 11

insurance law professor.

out of reach for most of them."

"There's a huge divide between

whatever is paid out).

It's been total loss.

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ably higher.

 Confirmantion of The PLAN; AND (IV) PROCEDURE AND DEADLINE FOR VOTING ON THE PLAN
 8. Variang Record Date: Holders of Laims against the Uebtors in the following Classes ago (Navember 9, 2020) are entitled to vote on the Plan:

 PLEASE TAKE NOTICE that:
 1. Approval of Disclosure Statement. On November 10, 2020, the United States Bankruptcy Court for the Eastern District of Navember 9, 2020 are entitled to vote on the Plan: (the "Bankruptcy Court") entered the Order (I) Approving Disclosure Statement; (II) Establishing Notice and Objection Procedures for for Distribution Thereof; (IV) Approving Solicitation Packages and Procedure for Distribution Thereof; (IV) Approving Solicitation Packages and Procedure for Distribution Thereof; (IV) Approving Disclosure Statement for Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Additional debtors in possion in the above-captioned chapter 11 Cases (collectively, the "Debtors"), for use by the Debtors in Soliciting accepture 9, 2020, (as it may be further "Biodocure 11 Plan of Briggs & Stratton Corporation and its Additional debtors in possion in the above-captioned chapter 11 Cases (collectively, the "Debtors"), for impaired Claims against the Debtors (sach, as defined in the Plan). (B) Noders of Impaired Claims against each Debtor, as against (B) Holders of Impaired Claims against each Debtor, and Classes 2(a) (B) Noners (Classes 2(a)) through 5(e) – Subordinate Scurittes Claims against (B) Noners (Claims against text) Debtors; and (B) Noners (Claims against text) Debtor, and (Classes 2(a)) (B) Noners (Claims against each Debtor, and Classes 2(a)) (B) Noners (Claims against each Debtor, and Classes 2(a)) (B) Noners (Claims against each Debtor, and Classes 2(a)) (B) Noners (Claims against text) Debtor, and Classes 2(a) (B) Noners (Claims against text) Debtor, and Classes 2(a) (B) Noners (Claims against text) the Cordered (Claims against each Debtor, and Classes 2(a)) (B)

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EIGHT WINNAUEUUUILCUID, aindeneuuul. IF ANY OBJECTION TO CONFIRMATION OF THE PLAN IS NOT FILED AND SERVED STRICTLY AS RESCRIBED HEREIN, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT, THE OBJECTING PARTY

§ (Jointly Administered) 5:00 p.m. (Central Time) as the last day to submit a written ballot to accept or reject the Plan (the"Voting Deadline"). The ballots must be delivered to and actually received by the Voting Agent by no later than 5:00 p.m. (Central Time) on or before December 11, 2020 at either of the following addresses: If by standard or coverlight mail or hand delivery: Briggs Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; If by e-balloting portal: Visit http://www.kccllc. net/briggs. click on the "Submit Bellot" link and following the instructions set forth on the website.

WILL BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN, AND THE OBJECTING PARTY WILL NOT BE HEARD AT THE

CONFIRMATION HEARIN

Votina Record Date. Holders of Claims against the Debtors in the

Claims and Interests in Classes 1(a) through 1(e), 2(a) through 2(e), 3(a) through 3(a), and 5(a) through 5(e), 6(a) through 6(d) and 7(a) will receive

a Notice of Non-Voting Status.
 11. Claims Disallowed for Voting Purposes. If a Claim is listed in the Schedules as contingent, unliquidated, disputed, in the amount of \$0.00, or unknown, and a proof of Claim was not (i) filed by the applicable bar

Case 20-43597 Doc 1302 Filed 11/18/20 Entered 11/18/20 17:58:38 Main Document Pg 5 of 6

Exhibit B

LOCAL

BY VALERIE SCHREMP HAHN St. Louis Post-Dispatch

Visitors to the Missouri Botanical Garden will get a peek at the new, temporary \$92 million Jack C. Taylor Visitor Center project.

The temporary visitors center at the east end of the gardens opened Friday and will eventually serve as a ballroom and meeting functions for the next 18 a restaurant.

space when the project is to 20 months. finished in 2022. The garden broke ground on the project in February.

visitors center, part of the with a ticket counter, gift completed first phase of a shop, ventilation system, a grab-and-go cafe and tents or portable bathrooms here) those parts are

The signature atrium building at the garden entrance at 4344 Shaw Bou-The space is equipped levard, called the Ridgway Center, faces the wrecking ball in late January. In its place will rise phase two bathrooms. And while the of the project, which will space looks finished (no ultimately serve as the building that will contain permanent ticketing countemporary, serving those ters, a gift shop, offices and

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MISSOURI, SOUTHEASTERN DIVISION In re: BRIGGS & STRATTON § CORPORATION, *et al.*, § Debtors. § Chapter 11 Clapter 11 Case No. 20-43597-399 (Jointly Administered)

Objections Due: December 11, 2020 Hearing Date: December 18, 2020 Hearing Time: 9:00 a.m. (Central Time) pm 5 North, 111 S. 10th St., St. Louis, MO 63102

NOTICE OF (I) ORDER APPROVING DISCLOSURE STATEMENT; (II) HEARING ON CONFIRMATION OF PLAN; (III) PROCEDURES AND DEADLINE FOR OBJECTING TO CONFIRMATION OF THE PLAN; AND (IV) PROCEDURES AND DEADLINE FOR VOTING ON THE PLAN

(UV) PROCEDURES AND DEADLINE FOR VOTING ON THE PLAN PLEASETAKE NOTICE that: 1. Approval of Disdosure Statement. On November 10, 2020, the United States Bankruptcy Court for the Eastern District of Missouri (the" Bankruptcy Court") entered the Order (1) Approving Disdosure Statement; (II) Establishing Notice and Objection Procedures for Confirmation of Plan; (III) Approving Solicitation Packages and Procedures for Votifue to Thereof, (IV) Approving the form of Ballots and Establishing Procedures for Voting on the Plan, and (V) Granting Related Relief (Docket No. 1233) (the "Order"), approving the Amended Disclosure Statement for Joint Chapter 11 Planof Briggs & Statton Corporation and its Affiliated Debtors (as it may be further amended, modified and supplemented, the "Disdosure Statement") [Docket No. 1227], filed by Briggs & Stratton Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 Cases (collectively, the "Debtors"), for use by the Debtors in soliciting acceptances or rejections of the Amended Joint Chapter 11 Planof Briggs & Stratton Corporation and its Affiliated Debtors [Docket No. 1226], field November 9, 2020, (as it may be further amended, modified, and Supplemented, the "Plan"), from holders of impaired (alima sajants the Debtors (each, as defined in the Plan), who are (or may be) entitled to receive distributions under the Plan.

tributions under the Plan.
Access to the Disclosure Statement, the Plan and the Order. Interested parties may review the Disclosure Statement, the Plan and the Order, free of charge at <u>http://www.kcclic. net/Briggs</u>. In addition, the Disclosure Statement, the Plan and the Order are on file with the Bankruptcy Court and may be reviewed by accessing the Bankruptcy Court's website at <u>http:// www.moeb.uscourts.gov/</u>. A login and password to the Court's Public Access to Electronic Court Records ("PACER") are required to access the information on the Court's website and can be obtained through the PACER Service Center at <u>www.pacer.psc.uscourts.gov</u>). Copies of the Disclosure Statement, the Plan and the Order may also be eaximised by interested parties during normal business hours at the office of the Clerk of the Bankruptcy Court. Furthermore, in accordance with Bankruptcy Rule 3017(a) and Local Rule 3017(B), upon written request to the Debtors'Voting Agent, Kurtzman Carson Consultants LLC (the"Voting Agent"), the Debtors will provide, at no charge to the requesting party, copies of the Disclosure Statement, the Plan, or the Order. Such requests shall be made to the Voting Agent at the following address or e-mail: **Hby standard or overnight mail or hand delivery**: Briggs Ballot Processing Center, c/o KCC, 222

n the United States Bankruptcy Court for the Eastern District of Missouri, 5th Floor, North Courtroom, Thomas F. Eagleton United States Courthouse, 111 South Tenth Street, St. Louis, Courtroom, Thomas F. Eagleton United States Courthouse, 111 South Tenth Street, St. Louis, Missouri. The Confirmation Hearing may be continued from time to time without further notice other than the announcement by the Debtors at the Confirmation Hearing or any continued hearing or as indicated in any notice of agenda for matters scheduled for hearing filed by the Debtors with the Bankruptcy Court, and the Plan may be amended or modified, finecessary, prior to, during, or as aresult of the Confirmation Hearing, without further notice to interested parties. 4. **Objection Deadline**. Pursuant to Local Rules 3020(A) of the Local Rules of Bankruptcy Procedure for the Eastern District of Missouri (the "Local Rules"), the Order establishes December 11, 2020 **d**5:00p. **m. (Central Time)** (the "Objection Deadline") as the last day for filing and serving written objections to confirmation of the Plan.

Objections to Confirmation. Responses and objections, if any, to confirmation of the

 Upgetures to service.
 Planmust:

 (a) be in writing;
 (b) state the name and address of the objecting party and the amount and nature of the Claimor Interest of such party;
 (c) state with particularity the basis and nature of any objection;
 (d) conform to the Federal Rules of Bankrupty Procedure (the "Bankruptcy Rules") and the local Rules;

 (d) Contorn to the resource and the book of the boo

nd the Notice Parties.

6. Pursuant to Local Rule 3020(A), objections to confirmation of the Plan must also be erved on (i) the plan proponent, (ii) any parties on the Local Rule 9013-3(D) Master Service List, and (iii) any entity making a written request. In accordance with Local Rule 3020(A), objections must be served on the following parties: (i) **Debtors:** Briggs & Stratton Corporation, *et al., c*/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, California 90245; (ii) Office of the U.S. Trustee: Office of the U.S. Trustee for the Eastern District of Missouri 111 South 10th Street, Suite 6.353, St. Louis, Missouri 63102, Attn: Sirena T. Wilson, Esq., Email sirena.wilson@usdoj.gov; (iii) **Attorneys to the Debtors:** Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153, Attn: Ronit J. Berkovich, Esq., Debora A. Hoehne, Esq., Martha E. Martir, Esq., Email: ronit.berkovich@weil.com, debora.hoehne@weil.com, martha marting weil.com; (iv) **Attorneys to the Debtors:** Carmody MacDonald P.C., 120 S Central Ave, #1800, Clayton, Missouri 63105, Attn: Robert E. Eggmann, Esq., Christopher J. Lawhorn, Esq. Thomas H. Riske, Esq., Email: ree@carmodymacdonald.com, cjl@carmodymacdonald.com, hr@carmodymacdonald.com; (v) Attorneys to the Creditors' Committee: Brown Rudnick three-armodymaconala com; (v) Attorneys to the Creators Committee: Brown Nutanick LIP; Times Square, New York, New York 10036, Attri. Robert J. Stark, Esc., Uksana E Lashka, Esc., Iksana E Lashka, Iks REARINGELEMINER, SQL, ETRAIN, GWINARDE NODIECOM, ANDERIE MODIEC F ANY OBJECTION TO CONFIRMATION OF THE PLAN IS NOT FILED AND SERVED STRICTLY IS PRESCRIBED HEREIN, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT, THE

OBJECTING PARTY WILL BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN, AND THE OBJECTING PARTY WILL NOT BE HEARD AT THE CONFIRMATION HEARING Voting Deadline. The Order establishes December 11, 2020 at 5:00 p.m. (Centra Time) as the last day to submit a written ballot to accept or reject the Plan (the "**Votin** "). The ballots must be delivered to and actually received by the Voting Agent by n Deadlin ater than 5:00 p.m. (Central Time) on or before December 11, 2020 at either of the follo Addresses: If by standard or overnight mail or hand delivery: Briggs Ballot Processin Center, c/o KC, 222 N.Pacific Coast Highway. Suite 300, El Segundo, CA 90245; If by e-ballotin portal: Visit <u>http://www.kccll.cet/briggs</u>, dick on the "Submit eBallot" link and following th instructions setforth on the website. 8. Voting Record Date. Holders of Claims against the Debtors in the following Classes as of

November 9,2020 are entitled to vote on the Plan:

Cidss	Designation	Ireatment	Entitled to vote	
4(a)	General Unsecured Claims against BSC	Impaired	Yes	
4(b)	General Unsecured Claims against BGI	Impaired	Yes	
4(c)	General Unsecured Claims against ABI	Impaired	Yes	
4(d)	General Unsecured Claims against BSI	Impaired	Yes	
4(e)	General Unsecured Claims against BST	Impaired	Yes	
9. Parties in Interest Not Entitled to Vote. The following holders of Claims and Interests				

are not entitled to vote on the plan: (A) holders of unimpaired Claims that are presumed to

9. Parties in interest Not Entitled to Vote. The following holders of Laims shall interests are not entitled to vote on the plan: (A) holders of unimpaired Calims that are presumed to accept the Plan (Classes 1(a) through 1(e) – Priority Tax Claims against each Debtor, Classes 2(a) through 2(e) – Priority Tax Claims against each Debtor, Classes 2(a) through 2(e) – Priority Tax Claims against each Debtor, Classes 2(a) through 2(e) – Priority Tax Claims against each Debtor, Classes 3(a) through 3(e) – Other Secured Claims or Interests that are deemed to reject the Plan (Classes 5(a) through 5(e) – Subordinated Securities Claims against each Debtor, Classes 2(a) through 3(a) – Equity Interests in BSC.
10. Notice of Nan-Voing Status. Pursuant to the Order, holders of Claims and Interests in Classes 1(a) through 1(e), 2(a) through 2(e), 3(a) through 3(a), and 5(a) through 5(e), 6(a) through 5(d) and 7(a) will receive a Notice of Non-Voing Status.
11. Claims Shallowed for Voiting Purposes. If a Claim is listed in the Schedules as contingent, unliquidated, disputed, in the amount of 50.00, or unknown, and a proof of Claim statilised by the Applicable bar date for the Foling of proofs of Claim statilised by the Court or (ii) deemed timely filed by an order of the Court prior to the Voting Burposes. If a Claim is 150.00 as of the Record Date, and so been paid in full prior to the Record Date, and so the value of the claim.

such Claim. 12. Challenging the Allowance of a Claim for Voting Purposes. Paragraph 16 of the Order establishes certain procedures for voting and ballot tabulation purposes. If any holder of a Claim seeks to challenge the allowance (or disallowance) of its Claim for voting purposes in accordance with the procedures. The Debtors request that the Court idnert such creditor to serve on the Debtors and file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) N.Pacific Coast Highway, Suite 300, El Segundo, CA 90245; **If by e-mail**: <u>BriggsInfo@kccll.com</u> 3. **Confirmation Hearing.** A hearing (the **"Confirmation Hearing"**) to consider confirmation of the Plan will be held on **December 18, 2020 at 9:00 a.m. (Central Time**), Rule 3018(a) Motion, such holder's Ballot should not be counted unless temporarily allowing such claim in a different amount for purposes of voting to accept or reject the Plan (a"**Rule 3018(a) Motion**") by **December 1, 2020**. If a holder of a Claim files a timely Rule 3018(a) Motion, such holder's Ballot should not be counted unless temporarily allowing by the the Plan (a"Rule 3018(a) Motion, such holder's Ballot should not be counted unless temporarily allowed by the Court for voting purposes, after notice and a hearing, pursuant to an order entered by th

13. Classification and Treatment. A chart summarizing the treatment provided by the Plan to each class of Claims and Interests is included in section I. D of the Disclosure Statement. 14. *Releases by Holders of Claims and Interests*. Please be advised that under the Pla the following holders of Claims or Interests are deemed to have granted the releases contain Section 10.6 of the Plan:

(a) the Creditors' Committee and each of its members in their capacity as such

(b) all holders of Claims who are entitled to vote on the Plan and vote to accept the Plan (c) all holders of Claims who (i) are entitled to vote on the Plan and vote obscept the rain, g (c) all holders of Claims who (i) are entitled to vote on the Plan and abstain from voting g the Plan or (ii) vote to reject the Plan and, in either case, do not elect to exercise their right,

the Plan or (ii) vote to reject the Plan and, in either case, do not elect to exercise their right, as provided in the Ballot to opt-out of granting the releases set forth in this <u>Section 10.6</u>; (d) all holders of Claims who are deemed to accept or reject the Plan, are provided with a notice of non-voting status providing them with the right to opt-out of the releases contained in this <u>Section 10.6</u>, and do not elect to exercise such right; (e) with respect to any Person or Entity in the foregoing clauses (a) through (d), such entity's predecessors, successors, assigns, subsidiaries, affiliates, managed accounts or funds, managed corontrolled by such finity and all Persons entitled to assert Claims through or on behalf of such Persons or Entities solely with respect to the matters for which the Releasing Parties are provid-ing releases to the extent such Person or Entity in clauses (a) through (d). **ELECTION TO WITHHOLD CONSENT TO THE RELEASES CONTAINED IN THE PLAN IS AT THE OPTION OF THE CLAIM OR INTEREST HOLDERS OF CLAIMS ENTITLED TO YOTE MAY" OPT-OUT" OF THE RELEASES ON THEIR BALLOTS, BUT ONLY IF SUCH HOLDERS DO**

MAY "OPT-OUT" OF THE RELEASES ON THEIR BALLOTS, BUT ONLY IF SUCH HOLDERS O NOT VOTE TO ACCEPT THE PLAN. HOLDERS OF CLAIMS AND INTERESTS NOT ENTITLED TO VOTE MAY SUBMIT AN OPT-OUT FORM TO OPT-OUT OF THE RELEASES, AS DESCRIBED IN MORE DETAIL IN THE NOTICE OF NON-VOTING STATUS. 15. Injunction, Exculpation and Debtors' Releases. The Plan also contains provision

egarding injunction, exculpation and releases by the Debtors that may affect your rights, such s those set forth in Sections 10.4 through 10.11 of the Plan. 16. Executory Contracts and Unexpired Leases. Pursuant to the Plan, as of and subject

to the occurrence of the Effective Date (as defined in the Plan), all executory contracts and to the overletter of the Decker Sarking and the Debtors are particle shall be deemed rejected, unless such unexpired leases to which any of the Debtors are particle shall be deemed rejected, unless such executory contract or unexpired lease (i) was previously assumed or rejected by the Debtors pursuant to an order of the Bankruptcy Court; (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto; (iii) is the subject of a motion to assume field by the Debtors on or before the Confirmation Date (as defined in the Plan); or (iv) i identified in Section 8.3 of the Plan.

theo by the velocity on or before the commitmation bate (as defined in the Francy, or (iv) is identified in Section 8.3 of the Plan, 17. Additional Information. Any party in interest wishing to obtain information about the solicitation procedures should contact the Voting Agent by telephone at (866) 544-7045 (U.S./Canada) or (781) 575-2084 (International) or by e-mail at <u>http://www.kccllc.net/Briggss</u>

ter comes down, the blue, space. white and clear glass Dale Chihuly sculpture that hangs in the atrium will be removed, cleaned and hung inside the Climatron. It this summer. will stay there at least into

home is found. The glass curtain wall at the rear of the new space gives a hint as to said Vickie Campbell, the the bright, open style of garden's vice president of the entire building. The visitor operations. "We're window looks over a plaza extremely pleased." and faces the historic brick Linnean House. The plaza up in the next phase will will eventually be repaved be more complicated. The

Before the Ridgway Cen- eating area and gathering system will go into the new

The project has run smoothly and on time, despite the pandemic and a week or so of heavy rain

"The objective was to see 2022 until a permanent what we could to do keep operations as normal as possible in the timeframe the building is going up,"

The building that will go and serve as an outdoor permanent mechanical

building, and the building itself is more complex, said Paul Brockmann, the senior vice president of general services.

Visitors coming to the gardens during the evening Garden Glow will still enter through the Ridgway Center, and exit through the temporary visitor's center, enabling the garden to keep guests moving on a oneway path to stay within city pandemic guidelines.

Valerie Schremp Hahn • 314-340-

8246 @valeriehahn on Twitter vhahn@post-dispatch.com

COLTER PETERSON, CPETERSON@POST-DISPATCH.COM

Senior Vice President of General Services Paul Brockmann, left, and Vickie Campbell, vice president of visitor operations, on Monday walk through the new, temporary visitor center at the Missouri Botanical Garden in St. Louis. The new Jack C. Taylor Visitor Center is scheduled to open in June 2022. The Ridgway Visitor Center, slated to be demolished in late January, is still being used for the Garden Glow event, which runs through Jan. 2.



The new Missouri Botanical Garden visitor center is scheduled to open in June 2022. This is a view from the north parking lot. MISSOURI BOTANICAL GARDEN





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