

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION**

<p>In re:</p> <p>BRIGGS & STRATTON CORPORATION, et al.,</p> <p style="text-align: center;">Debtors.</p>	§ § § § § § § § §	<p>Chapter 11</p> <p>Case No. 20-43597-399</p> <p>(Jointly Administered)</p>
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**NOTICE OF FILING OF AMENDED EXHIBIT C TO PLAN SUPPLEMENT
IN CONNECTION WITH AMENDED JOINT CHAPTER 11 PLAN
OF BRIGGS & STRATTON CORPORATION AND ITS AFFILIATED DEBTORS**

PLEASE TAKE NOTICE THAT:

1. On December 4, 2020, the Briggs & Stratton Corporation and its debtor affiliates in the above-captioned cases, as debtors and debtors in possession (collectively, the “**Debtors**”), filed the *Plan Supplement in Connection with Amended Joint Chapter 11 Plan of Briggs & Stratton Corporation and Its Affiliated Debtors* [Docket No. 1369] (the “**Plan Supplement**”).

2. The Plan Supplement is hereby amended as follows:

Exhibit	Plan Supplement Document	Amendment
C	Assumption Schedule	Replaced with the revised version attached hereto as <u>Exhibit A</u> that incorporates the changes reflected in the blackline attached hereto as <u>Exhibit B</u>

3. The documents contained in the Plan Supplement are integral to, and are considered part of, the *Amended Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors* [Docket No. 1226] (as may be amended, modified, or supplemented, the



“**Plan**”).¹ If the Plan is approved, the documents contained in the Plan Supplement will be approved by the Bankruptcy Court pursuant to the Confirmation Order. The Debtors reserve all of their respective rights with respect to the documents filed herewith.

4. A hearing to consider confirmation of the Plan is scheduled to begin on **Friday, December 18, 2020 at 9:00 a.m. (prevailing Central Time)** before the Bankruptcy Court.

5. Copies of the exhibits contained in the Plan Supplement, and all documents filed in these chapter 11 cases are available free of charge by visiting <http://www.kcellc.net/Briggs>. You may also obtain copies of the pleadings by visiting the Bankruptcy Court’s website at <https://moeb.uscourts.gov> in accordance with the procedures and fees set forth therein.

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

Dated: December 16, 2020
St. Louis, Missouri

Respectfully submitted,

CARMODY MACDONALD P.C.

/s/ Robert E. Eggmann

Robert E. Eggmann, #37374MO
Christopher J. Lawhorn, #45713MO
Thomas H. Riske, #61838MO
120 S. Central Avenue, Suite 1800
St. Louis, Missouri 63105
Telephone: (314) 854-8600
Facsimile: (314) 854-8660
Email: ree@carmodymacdonald.com
cjl@carmodymacdonald.com
thr@carmodymacdonald.com

*Local Counsel to the Debtors and
Debtors in Possession*
-and-

WEIL, GOTSHAL & MANGES LLP
Ronit J. Berkovich (admitted *pro hac vice*)
Debora A. Hoehne (admitted *pro hac vice*)
Martha E. Martir (admitted *pro hac vice*)
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Email: Ronit.Berkovich@weil.com
Debora.Hoehne@weil.com
Martha.Martir@weil.com

*Counsel to the Debtors
and Debtors in Possession*

Exhibit A

Amended Assumption Schedule

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

	§	Chapter 11
In re:	§	
	§	Case No. 20-43597-399
BRIGGS & STRATTON	§	
CORPORATION, <i>et al.</i> ,	§	(Jointly Administered)
	§	
Debtors.	§	

**NOTICE OF PROPOSED ASSUMPTION OF
EXECUTORY CONTRACTS AND UNEXPIRED LEASES OF DEBTORS**

PLEASE TAKE NOTICE OF THE FOLLOWING:

On July 20, 2020, Briggs & Stratton Corporation and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”), commenced voluntary cases under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Eastern District of Missouri (the “**Bankruptcy Court**”).

On September 21, 2020, the Debtors sold substantially all of the Debtors’ assets and equity interests in the Debtors’ non-Debtor subsidiaries and certain joint venture equity interests held by the Debtors to Bucephalus Buyer, LLC (the “**Purchaser**”).¹

On October 9, 2020, the Debtors filed their *Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors* (Docket No. 1066) (as amended by Docket Nos. 1211 and 1226 and as may be further amended, modified, or supplemented in accordance with the terms therein, the “**Plan**”).² A hearing to consider confirmation of the Plan is scheduled to be held on **December 18, 2020 at 9:00 a.m. (prevailing Central Time)** (the “**Confirmation Hearing**”), before the Honorable Barry S. Schermer, in 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, Missouri.

¹ See Order (I) Authorizing the Sale of the Assets and Equity Interests to the Purchaser Free and Clear of Liens, Claims, Interests, and Encumbrances; (II) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases (authorizing sale to Purchaser); and (III) Granting Related Relief (Docket No. 898); Notice of (I) Filing of Amendment to Stock and Asset Purchase Agreement, and (II) the Occurrence of Closing of the Sale Transaction (Docket No. 964) (announcing the sale closing occurred on September 21, 2020).

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

You are receiving this Notice because you or an affiliate may be a party to one or more executory contracts or unexpired leases (each, a “Contract”) that may be assumed by the Debtors (each, an “Assumed Contract”). The Assumed Contracts are set forth on Exhibit 1 hereto.³ You are advised to carefully review the information contained herein and the related provisions of the Plan.

Section 365(b)(1)(A) of the Bankruptcy Code requires that the Debtors cure or provide adequate assurance that they will promptly cure defaults under the Assumed Contracts at the time of assumption. The Debtors’ determination of the amounts required to cure any prepetition defaults under the Assumed Contracts (the “**Cure Amount**”) is set forth on Exhibit 1.

Pursuant to Section 8.1 of the Plan, executory contracts and unexpired leases (i) by and between the Debtors and the Purchaser and (ii) deemed assumed pursuant to Section 8.3 of Plan (including the Debtors’ insurance policies), are deemed assumed by the Debtors and are not listed in Exhibit 1.

Objections

Any objection (each, an “**Objection**”) to the proposed assumption, including the proposed Cure Amount identified on Exhibit 1 (“**Cure Objection**”), or adequate assurance of future performance (“**Adequate Assurance Objection**”) of an Assumed Contract must:

- (i) be in writing;
- (ii) comply with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Local Rules of the Bankruptcy Court for the Eastern District of Missouri;
- (iii) state, with specificity, the legal and factual basis thereof, including, if applicable, what Cure Amount the objecting party believes is required;
- (iv) include any appropriate documentation in support thereof;
- (v) be filed with the Bankruptcy Court by no later than **December 11, 2020 at 5:00 p.m. (prevailing Central Time)** (the “**Objection Deadline**”); and
- (vi) be served on the following parties (collectively, the “**Objection Notice Parties**”):
 - a. the Debtors (Attn: Kathryn Buono (buono.kathryn@basco.com));
 - b. counsel for the Debtors, Weil, Gotshal & Manges LLP, (Attn: Ronit J. Berkovich, Esq., Debora A. Hoehne, Esq., and Martha E. Martir, Esq. (ronit.berkovich@weil.com, debora.hoehne@weil.com, and martha.martir@weil.com)) and Carmody MacDonald P.C., (ree@carmodymacdonald.com, cjl@carmodymacdonald.com, and thr@carmody

³ Previously in the chapter 11 cases, the Debtors filed various notices providing for the assumption and assignment of certain executory contracts and unexpired leases to the Purchaser (Docket Nos. 513-516, 537, 879, 965, 1040, 1162, and 1323). This Notice is separate from those prior notices. This Notice pertains to Contracts being assumed by the Debtors for wind-down operations.

- macdonald.com));
- c. counsel to the Official Committee of Unsecured Creditors appointed in the Debtors' chapter 11 cases, Brown Rudnick LLP, (Attn: Robert J. Stark, Esq., Oksana P. Lashko, Esq., and Andrew Carty, Esq. (rstark@brownrudnick.com, olashko@brownrudnick.com, and acarty@brownrudnick.com));
 - d. counsel for the ABL Agent and DIP Agent, Latham & Watkins LLP (Attn: Peter P. Knight and Jonathan C. Gordon (peter.knight@lw.com and jonathan.gordon@lw.com));
 - e. counsel for Wilmington Trust, N.A., as successor indenture trustee under the Senior Notes, Pryor Cashman LLP (Attn: Seth H. Lieberman, Esq. and David W. Smith, Esq. (sliberman@pryorcashman.com and dsmith@pryorcashman.com));
 - f. counsel for the United States Trustee for the Eastern District of Missouri (Attn: Sirena T. Wilson, Esq. (sirena.wilson@usdoj.gov)); and
 - g. the United States Attorney's Office for the Eastern District of Missouri (Attn: Jeffrey B. Jensen, Esq., 111 S 10th St., 20th Fl. Thomas Eagleton US Courthouse, St. Louis, MO 63102).

If you have more than one Contract identified on **Exhibit 1**, an Objection with respect to one Contract shall have no impact on the other Contract(s) to which you are a party for which no Objection has been filed and served. If a timely Objection is received and such Objection cannot otherwise be resolved by the parties, such Objection shall be heard at the Confirmation Hearing or such later date as the Debtors determine.

The Debtors request that if you (i) dispute the assumption of an Assumed Contract, (ii) have a Cure Objection or an Adequate Assurance Objection with respect to an Assumed Contract, or (iii) otherwise dispute the treatment of your Contract(s), you contact the Debtors prior to the Objection Deadline to attempt to resolve such dispute consensually. The Debtors' contact for such matters is Martha E. Martir, Esq., at (212) 310-8228, or by email at martha.martir@weil.com. If such dispute cannot be resolved consensually prior to the Objection Deadline, you must file and serve an Objection by the Objection Deadline in accordance with the procedures set forth in this Notice to preserve your right to object.

If a non-Debtor party to an Assumed Contract has objected solely to the proposed Cure Amount, the Debtors may pay the undisputed portion of such Cure Amount and reserve an amount sufficient to pay the disputed amount pending further order of the Bankruptcy Court or mutual agreement of the parties. So long as such disputed amount is reserved for, the Debtors may, without delay, assume such Assumed Contract. Under such circumstances, the objecting non-Debtor counterparty's recourse is limited to the reserved disputed amount.

IF A COUNTERPARTY FAILS TO FILE WITH THE BANKRUPTCY COURT AND SERVE ON THE OBJECTION NOTICE PARTIES A TIMELY OBJECTION WITH RESPECT TO AN ASSUMED CONTRACT, THE COUNTERPARTY SHALL BE DEEMED TO HAVE CONSENTED TO THE ASSUMPTION OF THE CONTRACT BY

THE DEBTORS AND SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION WITH REGARD TO SUCH ASSUMPTION, INCLUDING THE AMOUNT TO CURE ANY DEFAULT UNDER THE APPLICABLE ASSUMED CONTRACT AND ADEQUATE ASSURANCE OF FUTURE PERFORMANCE OF THE APPLICABLE ASSUMED CONTRACT. THE CURE AMOUNT SET FORTH ON EXHIBIT 1 HERETO SHALL BE CONTROLLING AND WILL BE THE ONLY AMOUNT NECESSARY TO CURE OUTSTANDING DEFAULTS UNDER THE APPLICABLE ASSUMED CONTRACT UNDER BANKRUPTCY CODE SECTION 365 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSUMED CONTRACT OR ANY OTHER DOCUMENT, AND THE APPLICABLE COUNTERPARTY SHALL BE FOREVER BARRED FROM ASSERTING ANY ADDITIONAL CURE OR OTHER AMOUNTS WITH RESPECT TO SUCH ASSUMED CONTRACT AGAINST THE DEBTORS OR THE WIND-DOWN ESTATES OR THE PROPERTY OF ANY OF THEM. THE DEBTORS OR THE WIND-DOWN ESTATES SHALL BE DEEMED TO HAVE PROVIDED ADEQUATE ASSURANCE OF FUTURE PERFORMANCE WITH RESPECT TO THE APPLICABLE ASSUMED CONTRACT IN ACCORDANCE WITH BANKRUPTCY CODE SECTION 365 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSUMED CONTRACT OR ANY OTHER DOCUMENT.

Additional Information

Copies of the Plan, the Plan Supplement, the Bidding Procedures Motion, the Bidding Procedures Order, and the Sale Order, as well as all related exhibits, including the Purchase Agreement and all other agreements filed with the Bankruptcy Court, may be obtained free of charge at the website dedicated to the Debtors' chapter 11 cases maintained by their claims and noticing agent, Kurtzman Carson Consultants LLC, located at <http://www.kccllc.net/Briggs> or can be requested by e-mail at BriggsInfo@kccllc.com.

Reservation of Rights

The Debtors reserve the right to remove any Contract on Exhibit 1 until the occurrence of the effective date of the Plan.

The inclusion of any Contract on Exhibit 1 shall not constitute or be deemed a determination or admission by the Debtors that such Contract or other document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code (all rights with respect thereto being expressly reserved). References to any Contract are to the applicable agreement and other operative documents as of the date of this Notice, as they may have been amended, modified, or supplemented from time to time and as may be further amended, modified, or supplemented by the parties thereto.

As a matter of administrative convenience, in certain cases the Debtors may have listed the original parties to the Contracts listed on Exhibit 1 without taking into account any succession of trustees or any other transfers or assignments from one party to another. The fact that the current parties to a particular Contract may not be named in Exhibit 1 is not intended to change the treatment of such contract.

To the extent that there are any inconsistencies between **Exhibit 1** and the Plan, the provisions of the Plan shall govern.

Dated: December 4, 2020
St. Louis, Missouri

/s/ Robert E. Eggmann

CARMODY MACDONALD P.C.
Robert E. Eggmann, #37374MO
Christopher J. Lawhorn, #45713MO
Thomas H. Riske, #61838MO
120 S. Central Avenue, Suite 1800
St. Louis, Missouri 63105
Telephone: (314) 854-8600
Facsimile: (314) 854-8660
Email: ree@carmodymacdonald.com
cjl@carmodymacdonald.com
thr@carmodymacdonald.com

-and-

WEIL, GOTSHAL & MANGES LLP
Ronit J. Berkovich (admitted *pro hac vice*)
Debora A. Hoehne (admitted *pro hac vice*)
Martha E. Martir (admitted *pro hac vice*)
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Email: Ronit.Berkovich@weil.com
Debora.Hoehne@weil.com
Martha.Martir@weil.com

*Counsel to the Debtors
and Debtors in Possession*

Exhibit 1

Contracts to be Assumed by the Debtors

Briggs & Stratton Corporation, et al.,

Schedule of Contracts which May Be Assumed by the Debtors

Balances as of December 3, 2020

Document Number	Debtor	Counterparty	Contract Description	Cure Amount
DOCUMENT_40737	BRIGGS & STRATTON CORPORATION	ANTHEM BLUE CROSS BLUE SHIELD	SERVICE AGREEMENT	\$0.00
DOCUMENT_40334	BRIGGS & STRATTON CORPORATION	ANTHEM BLUE CROSS BLUE SHIELD	SERVICE AGREEMENT	\$0.00
DOCUMENT_02512	BRIGGS & STRATTON CORPORATION	ANTHEM BLUE CROSS BLUE SHIELD	SERVICE AGREEMENT	\$0.00
DOCUMENT_02505	BRIGGS & STRATTON CORPORATION	ANTHEM BLUE CROSS BLUE SHIELD	SERVICE AGREEMENT	\$0.00
DOCUMENT_02504	BRIGGS & STRATTON CORPORATION	ANTHEM BLUE CROSS BLUE SHIELD	CONFIRMATION	\$0.00
DOCUMENT_02513	BRIGGS & STRATTON CORPORATION	ANTHEM BLUE CROSS BLUE SHIELD	SERVICE AGREEMENT	\$0.00
DOCUMENT_02507	BRIGGS & STRATTON CORPORATION	ANTHEM BLUE CROSS BLUE SHIELD	SERVICE AGREEMENT	\$0.00
DOCUMENT_02508	BRIGGS & STRATTON CORPORATION	ANTHEM BLUE CROSS BLUE SHIELD	SERVICE AGREEMENT	\$0.00
DOCUMENT_02509	BRIGGS & STRATTON CORPORATION	ANTHEM BLUE CROSS BLUE SHIELD	AUDIT AGREEMENT	\$0.00
DOCUMENT_02510	BRIGGS & STRATTON CORPORATION	ANTHEM BLUE CROSS BLUE SHIELD	SERVICE AGREEMENT	\$0.00
DOCUMENT_02502	BRIGGS & STRATTON CORPORATION	ANTHEM BLUE CROSS BLUE SHIELD	SERVICE AGREEMENT	\$0.00
DOCUMENT_02511	BRIGGS & STRATTON CORPORATION	ANTHEM BLUE CROSS BLUE SHIELD	SERVICE AGREEMENT	\$0.00
DOCUMENT_02503	BRIGGS & STRATTON CORPORATION	ANTHEM BLUE CROSS BLUE SHIELD	TERMINATION LETTER	\$0.00
DOCUMENT_02506	BRIGGS & STRATTON CORPORATION	ANTHEM BLUE CROSS BLUE SHIELD	SERVICE AGREEMENT	\$0.00
DOCUMENT_40434	BRIGGS & STRATTON CORPORATION	CARMODY MACDONALD P.C.	ENGAGEMENT LETTER	\$0.00
DOCUMENT_01154	BRIGGS & STRATTON CORPORATION	CHUBB	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_02532	BRIGGS & STRATTON CORPORATION	CORPORATION SERVICE COMPANY	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_02533	BRIGGS & STRATTON CORPORATION	CORPORATION SERVICE COMPANY	SERVICE AGREEMENT	\$5,204.20
DOCUMENT_03536	BRIGGS & STRATTON CORPORATION	DELOITTE & TOUCHE LLP	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_02976	BRIGGS & STRATTON CORPORATION	DELTA DENTAL PLAN OF WI	THIRD-PARTY ADMINISTRATIVE AGREEMENT	\$0.00
DOCUMENT_40815	BRIGGS & STRATTON CORPORATION	DELTA DENTAL PLAN OF WI	THIRD-PARTY ADMINISTRATIVE AGREEMENT	\$0.00
DOCUMENT_40814	BRIGGS & STRATTON CORPORATION	DELTA DENTAL PLAN OF WI	THIRD-PARTY ADMINISTRATIVE AGREEMENT	\$0.00
DOCUMENT_40816	BRIGGS & STRATTON CORPORATION	DELTA DENTAL PLAN OF WI	MASTER AGREEMENT	\$0.00
DOCUMENT_40817	BRIGGS & STRATTON CORPORATION	DELTA DENTAL PLAN OF WI	SUMMARY DOCUMENT	\$0.00
DOCUMENT_17264	BRIGGS & STRATTON CORPORATION	DELTA DENTAL PLAN OF WISCONSIN	SERVICE AGREEMENT	\$0.00
DOCUMENT_02474	BRIGGS & STRATTON CORPORATION	DILIGENT CORPORATION	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_02476	BRIGGS & STRATTON CORPORATION	DILIGENT CORPORATION	SERVICE AGREEMENT	\$0.00
DOCUMENT_02478	BRIGGS & STRATTON CORPORATION	DILIGENT CORPORATION	SERVICE AGREEMENT	\$0.00
DOCUMENT_02480	BRIGGS & STRATTON CORPORATION	DILIGENT CORPORATION	SERVICE AGREEMENT	\$0.00
DOCUMENT_01585	BRIGGS & STRATTON CORPORATION	DUCHARME MCMILLEN & ASSOCIATES INC	SERVICE AGREEMENT	\$0.00
DOCUMENT_01586	BRIGGS & STRATTON CORPORATION	DUCHARME MCMILLEN & ASSOCIATES INC	STATEMENT OF WORK	\$0.00
DOCUMENT_01588	BRIGGS & STRATTON CORPORATION	DUCHARME MCMILLEN & ASSOCIATES INC	STATEMENT OF WORK	\$0.00
DOCUMENT_01587	BRIGGS & STRATTON CORPORATION	DUCHARME MCMILLEN & ASSOCIATES INC	STATEMENT OF WORK	\$0.00
DOCUMENT_04150	BRIGGS & STRATTON CORPORATION	DUCHARME MCMILLEN & ASSOCIATES INC	SERVICE AGREEMENT	\$0.00
DOCUMENT_04149	BRIGGS & STRATTON CORPORATION	DUCHARME MCMILLEN & ASSOCIATES INC	SERVICE AGREEMENT	\$0.00

Document Number	Debtor	Counterparty	Contract Description	Cure Amount
DOCUMENT_04148	BRIGGS & STRATTON CORPORATION	DUCHARME MCMILLEN & ASSOCIATES INC	SERVICE AGREEMENT	\$0.00
DOCUMENT_04147	BRIGGS & STRATTON CORPORATION	DUCHARME MCMILLEN & ASSOCIATES INC	STATEMENT OF WORK	\$0.00
DOCUMENT_01589	BRIGGS & STRATTON CORPORATION	DUCHARME MCMILLEN & ASSOCIATES INC	STATEMENT OF WORK	\$0.00
DOCUMENT_16898	BRIGGS & STRATTON CORPORATION	DUDLEY VENTURES, L.L.C.	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_40426	BRIGGS & STRATTON CORPORATION	ERNST & YOUNG LLP	LETTER AGREEMENT	\$0.00
DOCUMENT_40427	BRIGGS & STRATTON CORPORATION	ERNST & YOUNG LLP	STATEMENT OF WORK	\$0.00
DOCUMENT_40435	BRIGGS & STRATTON CORPORATION	ERNST & YOUNG LLP	STATEMENT OF WORK	\$0.00
DOCUMENT_40436	BRIGGS & STRATTON CORPORATION	ERNST & YOUNG LLP	STATEMENT OF WORK	\$0.00
DOCUMENT_01101	BRIGGS & STRATTON CORPORATION	EXPRESS SCRIPTS, INCORPORATED	BUSINESS ASSOCIATE AGREEMENT	\$0.00
DOCUMENT_16292	BRIGGS & STRATTON CORPORATION	FIDELITY INVESTMENTS/FIDELITY WORKPLACE SERVICES LLC	SERVICE AGREEMENT	\$0.00
DOCUMENT_01182	BRIGGS & STRATTON CORPORATION	FIDELITY MANAGEMENT TRUST COMPANY	SERVICE AGREEMENT	\$0.00
DOCUMENT_14502	BRIGGS & STRATTON CORPORATION	FIDELITY STOCK PLAN SERVICES LLC	SERVICE AGREEMENT	\$0.00
DOCUMENT_12410	BRIGGS & STRATTON CORPORATION	FIDELITY STOCK PLAN SERVICES LLC	SERVICE AGREEMENT	\$0.00
DOCUMENT_12498	BRIGGS & STRATTON CORPORATION	FIDELITY STOCK PLAN SERVICES, LLC	SERVICE AGREEMENT	\$0.00
DOCUMENT_01166	BRIGGS & STRATTON CORPORATION	FIDELITY STOCK PLAN SERVICES, LLC	SERVICE AGREEMENT	\$0.00
DOCUMENT_11701	BRIGGS & STRATTON CORPORATION	FIDELITY WORKPLACE SERVICES LLC	CONSULTING AGREEMENT	\$0.00
DOCUMENT_01181	BRIGGS & STRATTON CORPORATION	FIDELITY WORKPLACE SERVICES LLC	SUMMARY DOCUMENT	\$0.00
DOCUMENT_01180	BRIGGS & STRATTON CORPORATION	FIDELITY WORKPLACE SERVICES LLC	CONSULTING AGREEMENT	\$49,208.00
DOCUMENT_16362	BRIGGS & STRATTON CORPORATION	FOLEY & LARDNER	BUSINESS ASSOCIATE AGREEMENT	\$0.00
DOCUMENT_01866	BRIGGS & STRATTON CORPORATION	FOLEY & LARDNER	ENGAGEMENT LETTER	\$0.00
DOCUMENT_40439	BRIGGS & STRATTON CORPORATION	FOLEY & LARDNER LLP	ACKNOWLEDGEMENT	\$0.00
DOCUMENT_40269	BRIGGS & STRATTON CORPORATION	HANSEN REYNOLDS LLC AND WILLIS TOWERS WATSON	CONSULTING SERVICES PROPOSAL (INCLUDING RELATED STATEMENT OF WORK)	\$0.00
DOCUMENT_90010	BRIGGS & STRATTON CORPORATION	HANSEN REYNOLDS LLC	ENGAGEMENT LETTER, DATED DECEMBER 31, 2018	\$78,193.50
DOCUMENT_90011	BRIGGS & STRATTON CORPORATION	HANSEN REYNOLDS LLC	PROPOSED FEE ARRANGEMENT, DATED NOVEMBER 6, 2018	\$0.00
DOCUMENT_01167	BRIGGS & STRATTON CORPORATION	HAYS BENEFITS GROUP OF WI, LLC	CONSULTING AGREEMENT	\$0.00
DOCUMENT_02785	BRIGGS & STRATTON CORPORATION	HOULIHAN LOKEY CAPITAL, INC.	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_18877	BRIGGS & STRATTON CORPORATION	IRON MOUNTAIN RECORDS MANAGEMENT	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_16455	BRIGGS & STRATTON CORPORATION	IRON MOUNTAIN SECURE SHREDDING	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_05110	BRIGGS & STRATTON CORPORATION	JP MORGAN CHASE VASTERA INC	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_09711	BRIGGS & STRATTON CORPORATION	KPMG CORPORATE FINANCE	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_01945	BRIGGS & STRATTON CORPORATION	KPMG LLP	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_40122	BRIGGS & STRATTON CORPORATION	KURTZMAN CARSON CONSULTANTS LLC	ENGAGEMENT LETTER	\$0.00
DOCUMENT_40429	BRIGGS & STRATTON CORPORATION	KURTZMAN CARSON CONSULTANTS LLC	SERVICE AGREEMENT	\$0.00
DOCUMENT_40727	BRIGGS & STRATTON CORPORATION	KWT RAILWAY, INC	REAL PROPERTY LEASE	\$0.00
DOCUMENT_15787	BRIGGS & STRATTON CORPORATION	MARQUETTE UNIVERSITY COLLEGE OF BUSINESS ADMINISTRATION ALUMNI ASSOCIATION	DONATION AGREEMENT	\$0.00
DOCUMENT_05656	BRIGGS & STRATTON CORPORATION	MERCER (US) INC	STATEMENT OF WORK	\$0.00
DOCUMENT_05652	BRIGGS & STRATTON CORPORATION	MERCER (US) INC.	CONSULTING AGREEMENT	\$0.00
DOCUMENT_07852	BRIGGS & STRATTON CORPORATION	MERCER HR SERVICES	STATEMENT OF WORK	\$0.00

Document Number	Debtor	Counterparty	Contract Description	Cure Amount
DOCUMENT_07853	BRIGGS & STRATTON CORPORATION	MERCER HR SERVICES	STATEMENT OF WORK	\$0.00
DOCUMENT_07052	BRIGGS & STRATTON CORPORATION	MERCER HR SERVICES LLC	SERVICE AGREEMENT	\$0.00
DOCUMENT_07051	BRIGGS & STRATTON CORPORATION	MERCER HR SERVICES LLC	SERVICE AGREEMENT	\$0.00
DOCUMENT_03191	BRIGGS & STRATTON CORPORATION	MERCER HUMAN RESOURCE CONSULTING	LICENSE AGREEMENT	\$0.00
DOCUMENT_03192	BRIGGS & STRATTON CORPORATION	MERCER HUMAN RESOURCE CONSULTING	LICENSE AGREEMENT	\$0.00
DOCUMENT_03193	BRIGGS & STRATTON CORPORATION	MERCER HUMAN RESOURCE CONSULTING	SERVICE AGREEMENT	\$0.00
DOCUMENT_04365	BRIGGS & STRATTON CORPORATION	MERCER HUMAN RESOURCE CONSULTING IN	SERVICE AGREEMENT	\$0.00
DOCUMENT_17888	BRIGGS & STRATTON CORPORATION	MERCER U.S.	MEMBERSHIP SERVICES AGREEMENT	\$0.00
DOCUMENT_00693	BRIGGS & STRATTON CORPORATION	MERIDIAN COMPENSATION PARTNERS LLC	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_04139	BRIGGS & STRATTON CORPORATION	MILWAUKEE BREWERS BASEBALL CLUB	DONATION AGREEMENT	\$0.00
DOCUMENT_16203	BRIGGS & STRATTON CORPORATION	MONTANA & ASSOCIATES	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_16883	BRIGGS & STRATTON CORPORATION	MUNISTRATEGIES, LLC	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_02860	BRIGGS & STRATTON CORPORATION	OCEAN AUDIT, INC.	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_04119	BRIGGS & STRATTON CORPORATION	OPPORTUNITIES INC	DONATION AGREEMENT	\$0.00
DOCUMENT_04282	BRIGGS & STRATTON CORPORATION	PRICEWATERHOUSE COOPERS	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_09053	BRIGGS & STRATTON CORPORATION	PRICEWATERHOUSECOOPERS LLP	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_17604	BRIGGS & STRATTON CORPORATION	PRUDENTIAL SECURITIES INC	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_17221	BRIGGS & STRATTON CORPORATION	RED FLAG GROUP INC	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_12291	BRIGGS & STRATTON CORPORATION	SANDLER & TRAVIS TRADE ADVISORY	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_05480	BRIGGS & STRATTON CORPORATION	SANDLER & TRAVIS TRADE ADVISORY SERVICES	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_00391	BRIGGS & STRATTON CORPORATION	SUCCESSFACTORS INC	ORDER FORM FOR SAP CLOUD SERVICES (SAP REF. NO. 0220537533), DATED FEBRUARY 26, 2016.	\$0.00
DOCUMENT_00680	BRIGGS & STRATTON CORPORATION	THE NORTHERN TRUST COMPANY	PENSION TRUST	\$0.00
DOCUMENT_00679	BRIGGS & STRATTON CORPORATION	THE NORTHERN TRUST COMPANY	PENSION TRUST	\$0.00
DOCUMENT_00678	BRIGGS & STRATTON CORPORATION	THE NORTHERN TRUST COMPANY	PENSION TRUST	\$20,524.32
DOCUMENT_12499	BRIGGS & STRATTON CORPORATION	THE PRUDENTIAL INSURANCE COMPANY	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_00053	BRIGGS & STRATTON CORPORATION	TRANSPERFECT TRANSLATIONS INTL INC	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_10558	BRIGGS & STRATTON CORPORATION	TYMETRIX, INC	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_19319	BRIGGS & STRATTON CORPORATION	U S BANK NATIONAL ASSOCIATION	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_00774	BRIGGS & STRATTON CORPORATION	UNITED HEALTHCARE SERVICE	BUSINESS ASSOCIATE AGREEMENT FOR HEALTH PLANS OF BRIGGS & STRATTON CORPORATION, DATED NOVEMBER 10, 2015	\$0.00
DOCUMENT_00772	BRIGGS & STRATTON CORPORATION	UNITED HEALTHCARE SERVICE	FINANCIAL RENEWAL AND TERMS AMENDMENT, EFFECTIVE JANUARY 1, 2019 (CONTRACT NO. 904938)	\$0.00
DOCUMENT_00770	BRIGGS & STRATTON CORPORATION	UNITED HEALTHCARE SERVICE	ADMINISTRATIVE SERVICES AGREEMENT, EFFECTIVE JANUARY 1, 2016 (CONTRACT NO. 904938)	\$0.00
DOCUMENT_40423	BRIGGS & STRATTON CORPORATION	WEIL, GOTSHAL & MANGES LLP	ENGAGEMENT LETTER	\$0.00
DOCUMENT_40422	BRIGGS & STRATTON CORPORATION	WEIL, GOTSHAL & MANGES LLP	ENGAGEMENT LETTER	\$0.00
DOCUMENT_40460	BRIGGS & STRATTON CORPORATION	WEIL, GOTSHAL & MANGES LLP	ENGAGEMENT LETTER	\$0.00
DOCUMENT_04120	BRIGGS & STRATTON CORPORATION	ZOOLOGICAL SOCIETY OF MILWAUKEE	DONATION AGREEMENT	\$0.00
DOCUMENT_18471	BRIGGS & STRATTON CORPORATION	ZOOLOGICAL SOCIETY OF MILWAUKEE	DONATION AGREEMENT	\$0.00

Exhibit 1 - Assumed Contracts

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Document Number	Debtor	Counterparty	Contract Description	Cure Amount
DOCUMENT_18479	BRIGGS & STRATTON CORPORATION	ZOOLOGICAL SOCIETY OF MILWAUKEE	DONATION AGREEMENT	\$0.00
DOCUMENT_18482	BRIGGS & STRATTON CORPORATION	ZOOLOGICAL SOCIETY OF MILWAUKEE	DONATION AGREEMENT	\$0.00
DOCUMENT_02036	BRIGGS & STRATTON CORPORATION	ZOOLOGICAL SOCIETY OF MILWAUKEE	DONATION AGREEMENT	\$0.00
DOCUMENT_02037	BRIGGS & STRATTON CORPORATION	ZOOLOGICAL SOCIETY OF MILWAUKEE	DONATION AGREEMENT	\$0.00
DOCUMENT_02038	BRIGGS & STRATTON CORPORATION	ZOOLOGICAL SOCIETY OF MILWAUKEE	DONATION AGREEMENT	\$0.00

Exhibit B

Redline

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

	§	Chapter 11
In re:	§	
	§	Case No. 20-43597-399
BRIGGS & STRATTON	§	
CORPORATION, <i>et al.</i> ,	§	(Jointly Administered)
	§	
Debtors.	§	

**NOTICE OF PROPOSED ASSUMPTION OF
EXECUTORY CONTRACTS AND UNEXPIRED LEASES OF DEBTORS**

PLEASE TAKE NOTICE OF THE FOLLOWING:

On July 20, 2020, Briggs & Stratton Corporation and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”), commenced voluntary cases under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Eastern District of Missouri (the “**Bankruptcy Court**”).

On September 21, 2020, the Debtors sold substantially all of the Debtors’ assets and equity interests in the Debtors’ non-Debtor subsidiaries and certain joint venture equity interests held by the Debtors to Bucephalus Buyer, LLC (the “**Purchaser**”).¹

On October 9, 2020, the Debtors filed their *Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors* (Docket No. 1066) (as amended by Docket Nos. 1211 and 1226 and as may be further amended, modified, or supplemented in accordance with the terms therein, the “**Plan**”).² A hearing to consider confirmation of the Plan is scheduled to be held on **December 18, 2020 at 9:00 a.m. (prevailing Central Time)** (the “**Confirmation Hearing**”), before the Honorable Barry S. Schermer, in 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, Missouri.

¹ See Order (I) *Authorizing the Sale of the Assets and Equity Interests to the Purchaser Free and Clear of Liens, Claims, Interests, and Encumbrances*; (II) *Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases* (authorizing sale to Purchaser); and (III) *Granting Related Relief* (Docket No. 898); Notice of (I) *Filing of Amendment to Stock and Asset Purchase Agreement*, and (II) *the Occurrence of Closing of the Sale Transaction* (Docket No. 964) (announcing the sale closing occurred on September 21, 2020).

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

You are receiving this Notice because you or an affiliate may be a party to one or more executory contracts or unexpired leases (each, a “Contract”) that may be assumed by the Debtors (each, an “Assumed Contract”). The Assumed Contracts are set forth on Exhibit 1 hereto.³ You are advised to carefully review the information contained herein and the related provisions of the Plan.

Section 365(b)(1)(A) of the Bankruptcy Code requires that the Debtors cure or provide adequate assurance that they will promptly cure defaults under the Assumed Contracts at the time of assumption. The Debtors’ determination of the amounts required to cure any prepetition defaults under the Assumed Contracts (the “**Cure Amount**”) is set forth on Exhibit 1.

Pursuant to Section 8.1 of the Plan, executory contracts and unexpired leases (i) by and between the Debtors and the Purchaser and (ii) deemed assumed pursuant to Section 8.3 of Plan (including the Debtors’ insurance policies), are deemed assumed by the Debtors and are not listed in Exhibit 1.

Objections

Any objection (each, an “**Objection**”) to the proposed assumption, including the proposed Cure Amount identified on Exhibit 1 (“**Cure Objection**”), or adequate assurance of future performance (“**Adequate Assurance Objection**”) of an Assumed Contract must:

- (i) be in writing;
- (ii) comply with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Local Rules of the Bankruptcy Court for the Eastern District of Missouri;
- (iii) state, with specificity, the legal and factual basis thereof, including, if applicable, what Cure Amount the objecting party believes is required;
- (iv) include any appropriate documentation in support thereof;
- (v) be filed with the Bankruptcy Court by no later than **December 11, 2020 at 5:00 p.m. (prevailing Central Time)** (the “**Objection Deadline**”); and
- (vi) be served on the following parties (collectively, the “**Objection Notice Parties**”):
 - a. the Debtors (Attn: Kathryn Buono (buono.kathryn@basco.com));
 - b. counsel for the Debtors, Weil, Gotshal & Manges LLP, (Attn: Ronit J. Berkovich, Esq., Debora A. Hoehne, Esq., and Martha E. Martir, Esq. (ronit.berkovich@weil.com, debora.hoehne@weil.com, and martha.martir@weil.com)) and Carmody MacDonald P.C., (ree@carmodymacdonald.com, cjl@carmodymacdonald.com, and thr@carmody

³ Previously in the chapter 11 cases, the Debtors filed various notices providing for the assumption and assignment of certain executory contracts and unexpired leases to the Purchaser (Docket Nos. 513-516, 537, 879, 965, 1040, 1162, and 1323). This Notice is separate from those prior notices. This Notice pertains to Contracts being assumed by the Debtors for wind-down operations.

- macdonald.com));
- c. counsel to the Official Committee of Unsecured Creditors appointed in the Debtors' chapter 11 cases, Brown Rudnick LLP, (Attn: Robert J. Stark, Esq., Oksana P. Lashko, Esq., and Andrew Carty, Esq. (rstark@brownrudnick.com, olashko@brownrudnick.com, and acarty@brownrudnick.com));
 - d. counsel for the ABL Agent and DIP Agent, Latham & Watkins LLP (Attn: Peter P. Knight and Jonathan C. Gordon (peter.knight@lw.com and jonathan.gordon@lw.com));
 - e. counsel for Wilmington Trust, N.A., as successor indenture trustee under the Senior Notes, Pryor Cashman LLP (Attn: Seth H. Lieberman, Esq. and David W. Smith, Esq. (sliberman@pryorcashman.com and dsmith@pryorcashman.com));
 - f. counsel for the United States Trustee for the Eastern District of Missouri (Attn: Sirena T. Wilson, Esq. (sirena.wilson@usdoj.gov)); and
 - g. the United States Attorney's Office for the Eastern District of Missouri (Attn: Jeffrey B. Jensen, Esq., 111 S 10th St., 20th Fl. Thomas Eagleton US Courthouse, St. Louis, MO 63102).

If you have more than one Contract identified on **Exhibit 1**, an Objection with respect to one Contract shall have no impact on the other Contract(s) to which you are a party for which no Objection has been filed and served. If a timely Objection is received and such Objection cannot otherwise be resolved by the parties, such Objection shall be heard at the Confirmation Hearing or such later date as the Debtors determine.

The Debtors request that if you (i) dispute the assumption of an Assumed Contract, (ii) have a Cure Objection or an Adequate Assurance Objection with respect to an Assumed Contract, or (iii) otherwise dispute the treatment of your Contract(s), you contact the Debtors prior to the Objection Deadline to attempt to resolve such dispute consensually. The Debtors' contact for such matters is Martha E. Martir, Esq., at (212) 310-8228, or by email at martha.martir@weil.com. If such dispute cannot be resolved consensually prior to the Objection Deadline, you must file and serve an Objection by the Objection Deadline in accordance with the procedures set forth in this Notice to preserve your right to object.

If a non-Debtor party to an Assumed Contract has objected solely to the proposed Cure Amount, the Debtors may pay the undisputed portion of such Cure Amount and reserve an amount sufficient to pay the disputed amount pending further order of the Bankruptcy Court or mutual agreement of the parties. So long as such disputed amount is reserved for, the Debtors may, without delay, assume such Assumed Contract. Under such circumstances, the objecting non-Debtor counterparty's recourse is limited to the reserved disputed amount.

IF A COUNTERPARTY FAILS TO FILE WITH THE BANKRUPTCY COURT AND SERVE ON THE OBJECTION NOTICE PARTIES A TIMELY OBJECTION WITH RESPECT TO AN ASSUMED CONTRACT, THE COUNTERPARTY SHALL BE DEEMED TO HAVE CONSENTED TO THE ASSUMPTION OF THE CONTRACT BY

THE DEBTORS AND SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION WITH REGARD TO SUCH ASSUMPTION, INCLUDING THE AMOUNT TO CURE ANY DEFAULT UNDER THE APPLICABLE ASSUMED CONTRACT AND ADEQUATE ASSURANCE OF FUTURE PERFORMANCE OF THE APPLICABLE ASSUMED CONTRACT. THE CURE AMOUNT SET FORTH ON EXHIBIT 1 HERETO SHALL BE CONTROLLING AND WILL BE THE ONLY AMOUNT NECESSARY TO CURE OUTSTANDING DEFAULTS UNDER THE APPLICABLE ASSUMED CONTRACT UNDER BANKRUPTCY CODE SECTION 365 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSUMED CONTRACT OR ANY OTHER DOCUMENT, AND THE APPLICABLE COUNTERPARTY SHALL BE FOREVER BARRED FROM ASSERTING ANY ADDITIONAL CURE OR OTHER AMOUNTS WITH RESPECT TO SUCH ASSUMED CONTRACT AGAINST THE DEBTORS OR THE WIND-DOWN ESTATES OR THE PROPERTY OF ANY OF THEM. THE DEBTORS OR THE WIND-DOWN ESTATES SHALL BE DEEMED TO HAVE PROVIDED ADEQUATE ASSURANCE OF FUTURE PERFORMANCE WITH RESPECT TO THE APPLICABLE ASSUMED CONTRACT IN ACCORDANCE WITH BANKRUPTCY CODE SECTION 365 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSUMED CONTRACT OR ANY OTHER DOCUMENT.

Additional Information

Copies of the Plan, the Plan Supplement, the Bidding Procedures Motion, the Bidding Procedures Order, and the Sale Order, as well as all related exhibits, including the Purchase Agreement and all other agreements filed with the Bankruptcy Court, may be obtained free of charge at the website dedicated to the Debtors' chapter 11 cases maintained by their claims and noticing agent, Kurtzman Carson Consultants LLC, located at <http://www.kccllc.net/Briggs> or can be requested by e-mail at BriggsInfo@kccllc.com.

Reservation of Rights

The Debtors reserve the right to remove any Contract on Exhibit 1 until the occurrence of the effective date of the Plan.

The inclusion of any Contract on Exhibit 1 shall not constitute or be deemed a determination or admission by the Debtors that such Contract or other document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code (all rights with respect thereto being expressly reserved). References to any Contract are to the applicable agreement and other operative documents as of the date of this Notice, as they may have been amended, modified, or supplemented from time to time and as may be further amended, modified, or supplemented by the parties thereto.

As a matter of administrative convenience, in certain cases the Debtors may have listed the original parties to the Contracts listed on Exhibit 1 without taking into account any succession of trustees or any other transfers or assignments from one party to another. The fact that the current parties to a particular Contract may not be named in Exhibit 1 is not intended to change the treatment of such contract.

To the extent that there are any inconsistencies between **Exhibit 1** and the Plan, the provisions of the Plan shall govern.

Dated: December 4, 2020
St. Louis, Missouri

/s/ Robert E. Eggmann

CARMODY MACDONALD P.C.
Robert E. Eggmann, #37374MO
Christopher J. Lawhorn, #45713MO
Thomas H. Riske, #61838MO
120 S. Central Avenue, Suite 1800
St. Louis, Missouri 63105
Telephone: (314) 854-8600
Facsimile: (314) 854-8660
Email: ree@carmodymacdonald.com
cjl@carmodymacdonald.com
thr@carmodymacdonald.com

-and-

WEIL, GOTSHAL & MANGES LLP
Ronit J. Berkovich (admitted *pro hac vice*)
Debora A. Hoehne (admitted *pro hac vice*)
Martha E. Martir (admitted *pro hac vice*)
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Email: Ronit.Berkovich@weil.com
Debora.Hoehne@weil.com
Martha.Martir@weil.com

*Counsel to the Debtors
and Debtors in Possession*

Exhibit 1

Contracts to be Assumed by the Debtors

Briggs & Stratton Corporation, et al.,

Schedule of Contracts which May Be Assumed by the Debtors

Balances as of December 3, 2020

Document Number	Debtor	Counterparty	Contract Description	Cure Amount
DOCUMENT_40737	BRIGGS & STRATTON CORPORATION	ANTHEM BLUE CROSS BLUE SHIELD	SERVICE AGREEMENT	\$0.00
DOCUMENT_40334	BRIGGS & STRATTON CORPORATION	ANTHEM BLUE CROSS BLUE SHIELD	SERVICE AGREEMENT	\$0.00
DOCUMENT_02512	BRIGGS & STRATTON CORPORATION	ANTHEM BLUE CROSS BLUE SHIELD	SERVICE AGREEMENT	\$0.00
DOCUMENT_02505	BRIGGS & STRATTON CORPORATION	ANTHEM BLUE CROSS BLUE SHIELD	SERVICE AGREEMENT	\$0.00
DOCUMENT_02504	BRIGGS & STRATTON CORPORATION	ANTHEM BLUE CROSS BLUE SHIELD	CONFIRMATION	\$0.00
DOCUMENT_02513	BRIGGS & STRATTON CORPORATION	ANTHEM BLUE CROSS BLUE SHIELD	SERVICE AGREEMENT	\$0.00
DOCUMENT_02507	BRIGGS & STRATTON CORPORATION	ANTHEM BLUE CROSS BLUE SHIELD	SERVICE AGREEMENT	\$0.00
DOCUMENT_02508	BRIGGS & STRATTON CORPORATION	ANTHEM BLUE CROSS BLUE SHIELD	SERVICE AGREEMENT	\$0.00
DOCUMENT_02509	BRIGGS & STRATTON CORPORATION	ANTHEM BLUE CROSS BLUE SHIELD	AUDIT AGREEMENT	\$0.00
DOCUMENT_02510	BRIGGS & STRATTON CORPORATION	ANTHEM BLUE CROSS BLUE SHIELD	SERVICE AGREEMENT	\$0.00
DOCUMENT_02502	BRIGGS & STRATTON CORPORATION	ANTHEM BLUE CROSS BLUE SHIELD	SERVICE AGREEMENT	\$0.00
DOCUMENT_02511	BRIGGS & STRATTON CORPORATION	ANTHEM BLUE CROSS BLUE SHIELD	SERVICE AGREEMENT	\$0.00
DOCUMENT_02503	BRIGGS & STRATTON CORPORATION	ANTHEM BLUE CROSS BLUE SHIELD	TERMINATION LETTER	\$0.00
DOCUMENT_02506	BRIGGS & STRATTON CORPORATION	ANTHEM BLUE CROSS BLUE SHIELD	SERVICE AGREEMENT	\$0.00
DOCUMENT_27230	ALLMAND BROS., INC	BORUSAN	END USER CERTIFICATE	\$0.00
DOCUMENT_28446	ALLMAND BROS., INC	BORUSAN MAKINA KAZAKHSTAN	END USER CERTIFICATE	\$0.00
DOCUMENT_29899	ALLMAND BROS., INC	BORUSAN MAKINA KAZAKHSTAN	END USER CERTIFICATE	\$0.00
DOCUMENT_40434	BRIGGS & STRATTON CORPORATION	CARMODY MACDONALD P.C.	ENGAGEMENT LETTER	\$0.00
DOCUMENT_01154	BRIGGS & STRATTON CORPORATION	CHUBB	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_02532	BRIGGS & STRATTON CORPORATION	CORPORATION SERVICE COMPANY	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_02533	BRIGGS & STRATTON CORPORATION	CORPORATION SERVICE COMPANY	SERVICE AGREEMENT	\$5,204.20
DOCUMENT_03536	BRIGGS & STRATTON CORPORATION	DELOITTE & TOUCHE LLP	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_02976	BRIGGS & STRATTON CORPORATION	DELTA DENTAL PLAN OF WI	THIRD-PARTY ADMINISTRATIVE AGREEMENT	\$0.00
DOCUMENT_40815	BRIGGS & STRATTON CORPORATION	DELTA DENTAL PLAN OF WI	THIRD-PARTY ADMINISTRATIVE AGREEMENT	\$0.00
DOCUMENT_40814	BRIGGS & STRATTON CORPORATION	DELTA DENTAL PLAN OF WI	THIRD-PARTY ADMINISTRATIVE AGREEMENT	\$0.00
DOCUMENT_40816	BRIGGS & STRATTON CORPORATION	DELTA DENTAL PLAN OF WI	MASTER AGREEMENT	\$0.00
DOCUMENT_40817	BRIGGS & STRATTON CORPORATION	DELTA DENTAL PLAN OF WI	SUMMARY DOCUMENT	\$0.00
DOCUMENT_17264	BRIGGS & STRATTON CORPORATION	DELTA DENTAL PLAN OF WISCONSIN	SERVICE AGREEMENT	\$0.00
DOCUMENT_02474	BRIGGS & STRATTON CORPORATION	DILIGENT CORPORATION	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_02476	BRIGGS & STRATTON CORPORATION	DILIGENT CORPORATION	SERVICE AGREEMENT	\$0.00
DOCUMENT_02478	BRIGGS & STRATTON CORPORATION	DILIGENT CORPORATION	SERVICE AGREEMENT	\$0.00
DOCUMENT_02480	BRIGGS & STRATTON CORPORATION	DILIGENT CORPORATION	SERVICE AGREEMENT	\$0.00
DOCUMENT_01585	BRIGGS & STRATTON CORPORATION	DUCHARME MCMILLEN & ASSOCIATES INC	SERVICE AGREEMENT	\$0.00
DOCUMENT_01586	BRIGGS & STRATTON CORPORATION	DUCHARME MCMILLEN & ASSOCIATES INC	STATEMENT OF WORK	\$0.00
DOCUMENT_01588	BRIGGS & STRATTON CORPORATION	DUCHARME MCMILLEN & ASSOCIATES INC	STATEMENT OF WORK	\$0.00

Document Number	Debtor	Counterparty	Contract Description	Cure Amount
DOCUMENT_01587	BRIGGS & STRATTON CORPORATION	DUCHARME MCMILLEN & ASSOCIATES INC	STATEMENT OF WORK	\$0.00
DOCUMENT_04150	BRIGGS & STRATTON CORPORATION	DUCHARME MCMILLEN & ASSOCIATES INC	SERVICE AGREEMENT	\$0.00
DOCUMENT_04149	BRIGGS & STRATTON CORPORATION	DUCHARME MCMILLEN & ASSOCIATES INC	SERVICE AGREEMENT	\$0.00
DOCUMENT_04148	BRIGGS & STRATTON CORPORATION	DUCHARME MCMILLEN & ASSOCIATES INC	SERVICE AGREEMENT	\$0.00
DOCUMENT_04147	BRIGGS & STRATTON CORPORATION	DUCHARME MCMILLEN & ASSOCIATES INC	STATEMENT OF WORK	\$0.00
DOCUMENT_01589	BRIGGS & STRATTON CORPORATION	DUCHARME MCMILLEN & ASSOCIATES INC	STATEMENT OF WORK	\$0.00
DOCUMENT_16898	BRIGGS & STRATTON CORPORATION	DUDLEY VENTURES, L.L.C.	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_40426	BRIGGS & STRATTON CORPORATION	ERNST & YOUNG LLP	LETTER AGREEMENT	\$0.00
DOCUMENT_40427	BRIGGS & STRATTON CORPORATION	ERNST & YOUNG LLP	STATEMENT OF WORK	\$0.00
DOCUMENT_40435	BRIGGS & STRATTON CORPORATION	ERNST & YOUNG LLP	STATEMENT OF WORK	\$0.00
DOCUMENT_40436	BRIGGS & STRATTON CORPORATION	ERNST & YOUNG LLP	STATEMENT OF WORK	\$0.00
DOCUMENT_01101	BRIGGS & STRATTON CORPORATION	EXPRESS SCRIPTS, INCORPORATED	BUSINESS ASSOCIATE AGREEMENT	\$0.00
DOCUMENT_16292	BRIGGS & STRATTON CORPORATION	FIDELITY INVESTMENTS/FIDELITY WORKPLACE SERVICES LLC	SERVICE AGREEMENT	\$0.00
DOCUMENT_01182	BRIGGS & STRATTON CORPORATION	FIDELITY MANAGEMENT TRUST COMPANY	SERVICE AGREEMENT	\$0.00
DOCUMENT_14502	BRIGGS & STRATTON CORPORATION	FIDELITY STOCK PLAN SERVICES LLC	SERVICE AGREEMENT	\$0.00
DOCUMENT_12410	BRIGGS & STRATTON CORPORATION	FIDELITY STOCK PLAN SERVICES LLC	SERVICE AGREEMENT	\$0.00
DOCUMENT_12498	BRIGGS & STRATTON CORPORATION	FIDELITY STOCK PLAN SERVICES, LLC	SERVICE AGREEMENT	\$0.00
DOCUMENT_01166	BRIGGS & STRATTON CORPORATION	FIDELITY STOCK PLAN SERVICES, LLC	SERVICE AGREEMENT	\$0.00
DOCUMENT_11701	BRIGGS & STRATTON CORPORATION	FIDELITY WORKPLACE SERVICES LLC	CONSULTING AGREEMENT	\$0.00
DOCUMENT_01181	BRIGGS & STRATTON CORPORATION	FIDELITY WORKPLACE SERVICES LLC	SUMMARY DOCUMENT	\$0.00
DOCUMENT_01180	BRIGGS & STRATTON CORPORATION	FIDELITY WORKPLACE SERVICES LLC	CONSULTING AGREEMENT	\$49,208.00
DOCUMENT_16362	BRIGGS & STRATTON CORPORATION	FOLEY & LARDNER	BUSINESS ASSOCIATE AGREEMENT	\$0.00
DOCUMENT_01866	BRIGGS & STRATTON CORPORATION	FOLEY & LARDNER	ENGAGEMENT LETTER	\$0.00
DOCUMENT_40439	BRIGGS & STRATTON CORPORATION	FOLEY & LARDNER LLP	ACKNOWLEDGEMENT	\$0.00
DOCUMENT_40269	BRIGGS & STRATTON CORPORATION	HANSEN REYNOLDS LLC AND WILLIS TOWERS WATSON	PROPOSAL (2020) CONSULTING SERVICES PROPOSAL (INCLUDING RELATED STATEMENT OF WORK)	\$0.00
DOCUMENT_90010	BRIGGS & STRATTON CORPORATION	HANSEN REYNOLDS LLC	ENGAGEMENT LETTER, DATED DECEMBER 31, 2018	\$61,167.5 \$78,193.50
DOCUMENT_90011	BRIGGS & STRATTON CORPORATION	HANSEN REYNOLDS LLC	PROPOSED FEE ARRANGEMENT, DATED NOVEMBER 6, 2018	\$0.00
DOCUMENT_01167	BRIGGS & STRATTON CORPORATION	HAYS BENEFITS GROUP OF WI, LLC	CONSULTING AGREEMENT	\$0.00
DOCUMENT_02785	BRIGGS & STRATTON CORPORATION	HOULIHAN LOKEY CAPITAL, INC.	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_18877	BRIGGS & STRATTON CORPORATION	IRON MOUNTAIN RECORDS MANAGEMENT	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_16455	BRIGGS & STRATTON CORPORATION	IRON MOUNTAIN SECURE SHREDDING	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_05110	BRIGGS & STRATTON CORPORATION	JP MORGAN CHASE VASTERA INC	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_09711	BRIGGS & STRATTON CORPORATION	KPMG CORPORATE FINANCE	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_01945	BRIGGS & STRATTON CORPORATION	KPMG LLP	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_40122	BRIGGS & STRATTON CORPORATION	KURTZMAN CARSON CONSULTANTS LLC	ENGAGEMENT LETTER	\$0.00
DOCUMENT_40429	BRIGGS & STRATTON CORPORATION	KURTZMAN CARSON CONSULTANTS LLC	SERVICE AGREEMENT	\$0.00
DOCUMENT_40727	BRIGGS & STRATTON CORPORATION	KWT RAILWAY, INC	REAL PROPERTY LEASE	\$0.00
DOCUMENT_15787	BRIGGS & STRATTON CORPORATION	MARQUETTE UNIVERSITY COLLEGE OF BUSINESS ADMINISTRATION ALUMNI ASSOCIATION	DONATION AGREEMENT	\$0.00

Document Number	Debtor	Counterparty	Contract Description	Cure Amount
DOCUMENT_05656	BRIGGS & STRATTON CORPORATION	MERCER (US) INC	STATEMENT OF WORK	\$0.00
DOCUMENT_05652	BRIGGS & STRATTON CORPORATION	MERCER (US) INC.	CONSULTING AGREEMENT	\$0.00
DOCUMENT_07852	BRIGGS & STRATTON CORPORATION	MERCER HR SERVICES	STATEMENT OF WORK	\$0.00
DOCUMENT_07853	BRIGGS & STRATTON CORPORATION	MERCER HR SERVICES	STATEMENT OF WORK	\$0.00
DOCUMENT_07052	BRIGGS & STRATTON CORPORATION	MERCER HR SERVICES LLC	SERVICE AGREEMENT	\$0.00
DOCUMENT_07051	BRIGGS & STRATTON CORPORATION	MERCER HR SERVICES LLC	SERVICE AGREEMENT	\$0.00
DOCUMENT_03191	BRIGGS & STRATTON CORPORATION	MERCER HUMAN RESOURCE CONSULTING	LICENSE AGREEMENT	\$0.00
DOCUMENT_03192	BRIGGS & STRATTON CORPORATION	MERCER HUMAN RESOURCE CONSULTING	LICENSE AGREEMENT	\$0.00
DOCUMENT_03193	BRIGGS & STRATTON CORPORATION	MERCER HUMAN RESOURCE CONSULTING	SERVICE AGREEMENT	\$0.00
DOCUMENT_04365	BRIGGS & STRATTON CORPORATION	MERCER HUMAN RESOURCE CONSULTING IN	SERVICE AGREEMENT	\$0.00
DOCUMENT_17888	BRIGGS & STRATTON CORPORATION	MERCER U.S.	MEMBERSHIP SERVICES AGREEMENT	\$0.00
DOCUMENT_00693	BRIGGS & STRATTON CORPORATION	MERIDIAN COMPENSATION PARTNERS LLC	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_04139	BRIGGS & STRATTON CORPORATION	MILWAUKEE BREWERS BASEBALL CLUB	DONATION AGREEMENT	\$0.00
DOCUMENT_16203	BRIGGS & STRATTON CORPORATION	MONTANA & ASSOCIATES	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_16883	BRIGGS & STRATTON CORPORATION	MUNISTRATEGIES, LLC	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_02860	BRIGGS & STRATTON CORPORATION	OCEAN AUDIT, INC.	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_04119	BRIGGS & STRATTON CORPORATION	OPPORTUNITIES INC	DONATION AGREEMENT	\$0.00
DOCUMENT_04282	BRIGGS & STRATTON CORPORATION	PRICEWATERHOUSE COOPERS	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_09053	BRIGGS & STRATTON CORPORATION	PRICEWATERHOUSECOOPERS LLP	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_17604	BRIGGS & STRATTON CORPORATION	PRUDENTIAL SECURITIES INC	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_17221	BRIGGS & STRATTON CORPORATION	RED FLAG GROUP INC	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_12291	BRIGGS & STRATTON CORPORATION	SANDLER & TRAVIS TRADE ADVISORY	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_05480	BRIGGS & STRATTON CORPORATION	SANDLER & TRAVIS TRADE ADVISORY SERVICES	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_15118	BRIGGS & STRATTON CORPORATION	SAP-AMERICA INC	R/3 SOFTWARE END-USER VALUE LICENSE AGREEMENT, EFFECTIVE SEPTEMBER 25, 1996 (INCLUDING ALL SCHEDULES, APPENDICES, ORDER FORMS, AND AMENDMENTS THERETO)	\$0.00
DOCUMENT_15116	BRIGGS & STRATTON CORPORATION	SAP-AMERICA INC	MUTUAL NONDISCLOSURE AGREEMENT, EFFECTIVE MAY-28, 1996	\$0.00
DOCUMENT_15130	BRIGGS & STRATTON CORPORATION	SAP-AMERICA INC	PROFESSIONAL SERVICES AGREEMENT, DATED JUNE 30, 1997, AS AMENDED BY AMENDMENT 1, EFFECTIVE SEPTEMBER 2, 2015 (INCLUDING ALL SCHEDULES, APPENDICES, ORDER FORMS, AND AMENDMENTS THERETO)	\$2,720,728.19
DOCUMENT_00391	BRIGGS & STRATTON CORPORATION	SUCCESSFACTORS INC	ORDER FORM FOR SAP CLOUD SERVICES (SAP REF. NO. 0220537533), DATED FEBRUARY 26, 2016.	\$0.00
DOCUMENT_00680	BRIGGS & STRATTON CORPORATION	THE NORTHERN TRUST COMPANY	PENSION TRUST	\$0.00
DOCUMENT_00679	BRIGGS & STRATTON CORPORATION	THE NORTHERN TRUST COMPANY	PENSION TRUST	\$0.00
DOCUMENT_00678	BRIGGS & STRATTON CORPORATION	THE NORTHERN TRUST COMPANY	PENSION TRUST	\$20,524.32
DOCUMENT_12499	BRIGGS & STRATTON CORPORATION	THE PRUDENTIAL INSURANCE COMPANY	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_00053	BRIGGS & STRATTON CORPORATION	TRANSPERFECT TRANSLATIONS INTL INC	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_10558	BRIGGS & STRATTON CORPORATION	TYMETRIX, INC	CONFIDENTIALITY AGREEMENT	\$0.00

Document Number	Debtor	Counterparty	Contract Description	Cure Amount
DOCUMENT_19319	BRIGGS & STRATTON CORPORATION	U S BANK NATIONAL ASSOCIATION	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_00774	BRIGGS & STRATTON CORPORATION	UNITED HEALTHCARE SERVICE	BUSINESS ASSOCIATE AGREEMENT FOR HEALTH PLANS OF BRIGGS & STRATTON CORPORATION, DATED NOVEMBER 10, 2015	\$0.00
DOCUMENT_00772	BRIGGS & STRATTON CORPORATION	UNITED HEALTHCARE SERVICE	FINANCIAL RENEWAL AND TERMS AMENDMENT, EFFECTIVE JANUARY 1, 2019 (CONTRACT NO. 904938)	\$0.00
DOCUMENT_00770	BRIGGS & STRATTON CORPORATION	UNITED HEALTHCARE SERVICE	ADMINISTRATIVE SERVICES AGREEMENT, EFFECTIVE JANUARY 1, 2016 (CONTRACT NO. 904938)	\$0.00
DOCUMENT_40423	BRIGGS & STRATTON CORPORATION	WEIL, GOTSHAL & MANGES LLP	ENGAGEMENT LETTER	\$0.00
DOCUMENT_40422	BRIGGS & STRATTON CORPORATION	WEIL, GOTSHAL & MANGES LLP	ENGAGEMENT LETTER	\$0.00
DOCUMENT_40460	BRIGGS & STRATTON CORPORATION	WEIL, GOTSHAL & MANGES LLP	ENGAGEMENT LETTER	\$0.00
DOCUMENT_04120	BRIGGS & STRATTON CORPORATION	ZOOLOGICAL SOCIETY OF MILWAUKEE	DONATION AGREEMENT	\$0.00
DOCUMENT_18471	BRIGGS & STRATTON CORPORATION	ZOOLOGICAL SOCIETY OF MILWAUKEE	DONATION AGREEMENT	\$0.00
DOCUMENT_18479	BRIGGS & STRATTON CORPORATION	ZOOLOGICAL SOCIETY OF MILWAUKEE	DONATION AGREEMENT	\$0.00
DOCUMENT_18482	BRIGGS & STRATTON CORPORATION	ZOOLOGICAL SOCIETY OF MILWAUKEE	DONATION AGREEMENT	\$0.00
DOCUMENT_02036	BRIGGS & STRATTON CORPORATION	ZOOLOGICAL SOCIETY OF MILWAUKEE	DONATION AGREEMENT	\$0.00
DOCUMENT_02037	BRIGGS & STRATTON CORPORATION	ZOOLOGICAL SOCIETY OF MILWAUKEE	DONATION AGREEMENT	\$0.00
DOCUMENT_02038	BRIGGS & STRATTON CORPORATION	ZOOLOGICAL SOCIETY OF MILWAUKEE	DONATION AGREEMENT	\$0.00