UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

	§	**Chapter 11**
In re:	§	
	§	**Case No. 20-43597-399**
BRIGGS & STRATTON	§	
CORPORATION, *et al.*,	§	**(Joint Administration Requested)**
	§	
Debtors.	§	

DECLARATION OF JEFFREY FICKS IN SUPPORT OF THE SECOND AMENDED JOINT CHAPTER 11 PLAN OF BRIGGS & STRATTON CORPORATION AND ITS AFFILIATED DEBTORS

Pursuant to 28 U.S.C. §1746, I, Jeffrey Ficks, hereby declare, under penalty of perjury to the best of my knowledge, information, and belief, that the foregoing is true and correct:

1. I am a partner in the Turnaround and Restructuring practice at Ernst & Young LLP ("**EY LLP**"), the financial and tax advisor to the debtors and debtors in possession (collectively, the "**Debtors**") in the above-captioned chapter 11 cases (the "**Chapter 11 Cases**"). I submit this declaration (the "**Ficks Declaration**") in support of the *Second Amended Joint Chapter 11 Plan of Briggs & Stratton Corporation and Its Affiliated Debtors* (as may be amended, modified, or supplemented, the "**Plan**") [Docket No. 1434].[1]

2. I have over 20 years of experience in crisis management, turnaround consulting, transaction support, and corporate finance, as well as corporate and public accounting. I have assisted clients both in and outside of chapter 11, assisted and advised on the design and evaluation of financing packages and presentations to various types of lenders and equity investors, and acted as financial advisor to boards of directors and/or principal

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

shareholders in the purchase or sale of numerous businesses. I have advised companies, lenders, and investors in a variety of industries and acted as financial advisor to numerous global industrial companies, tier 1 automotive companies, and aerospace original equipment manufacturers.

3. EY LLP was engaged by the Debtors on March 5, 2020 and during its engagement by the Debtors throughout these Chapter 11 Cases,[2] EY LLP has assisted the Debtors' management team with, among other things, managing the Debtors' cash flow and forecasting the Debtors' liquidity position. Further, EY LLP provided periodic status and operating reports to, and received periodic status updates from, the Debtors' other advisors—including the Debtors' legal advisors, Weil, Gotshal & Manges LLP and Carmody MacDonald PC, and the Debtors' investment banker, Houlihan Lokey, Inc.—the Debtors' Board of Directors, senior management, and creditor constituents. EY LLP also assisted the Debtors and their advisors in preparing the Plan and the *Amended Disclosure Statement for the Amended Joint Chapter 11 Plan of Briggs & Stratton Corporation and Its Affiliated Debtors*, filed on November 9, 2020 [Docket No. 1227] (together with all the schedules and exhibits thereto, the "**Disclosure Statement**"), including the liquidation analysis of the Debtors (the "**Liquidation Analysis**") annexed to the Disclosure Statement as Exhibit B and which is hereby incorporated by reference.

4. As a result of the extensive work performed on behalf of the Debtors, I have worked extensively and closely with the Debtors on various aspects of their business and have become knowledgeable and familiar with the Debtors' business and industry, including

[2] On August 19, 2020, the Bankruptcy Court approved the Debtors' retention of EY LLP to provide financial and tax advisory services [Docket No. 506].

knowledge of the Debtors' financial affairs, assets, and liabilities, as well as the dynamics of these Chapter 11 Cases.

5. Except as otherwise indicated herein, this Declaration is based upon my personal knowledge, my review of relevant documents (including the Debtors' public filings), information provided to me by employees of and service providers to the Debtors or the Debtors' legal and financial advisors, my colleagues at EY LLP working directly with me or under my supervision, direction, or control, or my opinion based upon my experience, knowledge, and familiarity with the Debtors' assets, business, operations, and financial conditions. If called upon to testify, I would testify competently to the facts set forth in this Declaration.

Plan Structure

6. From the beginning, the Debtors pursued their goals in these Chapter 11 Cases of maximizing recovery for unsecured creditors by implementing a comprehensive restructuring through the sale of substantially all of their assets and equity interests and seeking consensus to minimize litigation costs. The Debtors successfully achieved these goals via a strategy of (i) marketing and selling their assets to the highest or best bidder, (ii) reaching a global settlement with the official committee of unsecured creditors (the "**Creditors' Committee**"), the Pension Benefit Guaranty Corporation (the "**PBGC**"), the DIP Agent, and the other DIP ABL Secured Parties (the "**Global Settlement**"); and (iii) negotiating and finalizing the Plan (which incorporates the Global Settlement), the consummation of which will limit the Debtors' time in chapter 11, facilitate the resolution of claims, and ensure a fair and orderly process for distributions to creditors.

7. Overall, I believe the Plan is fair and best represents the interests of the Debtors' creditors. The Plan, including the Global Settlement, reflects a negotiated solution that

maximizes recovery for the Debtors' creditors. I believe the success of this Plan lies in its functionality—providing an efficient allocation methodology that recognizes the relative assets and liabilities of each Debtor, while minimizing administrative costs and providing a roadmap for distributions to creditors. At a more detailed level, the Plan provides for, among other things:

a. appointment of a Plan Administrator to oversee the Plan and Wind-Down process, including, but not limited to, liquidating/monetizing remaining assets, resolving disputed claims, and making distributions to creditors under the Plan;

b. implementation of the provisions of the Global Settlement, including the PBGC Subordination[3] and settled Allowed Claim amounts for the PBGC Allowed General Unsecured Claims;

c. allocation of the Net Cash Proceeds[4] among the five Debtor entities and separate treatment of Claims against each Debtor;

d. classification of certain Impaired Claims in Classes 4(a) through 7(a), which classification underpins the structure of the overall Plan; and

e. procedures to determine Allowed Claims in each Class and make distributions in respect thereof.

8. In particular, the Global Settlement and the Plan provide for the payment of the fees and expenses of the Unsecured Notes Indenture Trustee (the "**Unsecured Notes**

[3] Under section 1.79 of the Plan, "PBGC Subordination" means, pursuant to the Global Settlement, that the first $5 million that the PBGC would otherwise recover on account of the PBGC General Unsecured Claims hereunder shall be subordinated to the recovery of all other Allowed General Unsecured Claims in a manner that ensures that the benefit of the PBGC Subordination is allocated to Classes 4(a), 4(b), and 4(c) proportionately in accordance with the relative Net Cash Proceeds allocated to each of those Classes, with the PBGC General Unsecured Claim not recovering in any Class until the PBGC Subordination is fully effectuated.

[4] Under section 1.70 of the Plan, "Net Cash Proceeds" means (a) all Cash of the Debtors realized from their business and/or Wind-Down operations and/or the Sale Transaction Proceeds *less* (b) the amount of Cash (i) necessary to pay holders of Allowed (or reserve for holders of Disputed) Administrative Expense Claims, Fee Claims, and DIP Claims; (ii) necessary to fund the Wind-Down Budget; and (iii) necessary to satisfy any Statutory Fees required to be paid in accordance with the Bankruptcy Code, the Bankruptcy Rules or any order of the Bankruptcy Court.

Indenture Trustee Fees and Expenses").[5] The payment of the Unsecured Notes Indenture Trustee Fees and Expenses is a material term of the Global Settlement and I understand, based on my discussions with Debtors' counsel that was involved in the negotiations, that without this term, the Creditors' Committee and the ad hoc group of unsecured noteholders would not have consented to the Global Settlement. I believe payment of the Unsecured Notes Indenture Trustee Fees and Expenses in connection with the Global Settlement is a sound exercise of the Debtors' reasonable business judgment.

9. Importantly, the Plan constitutes a separate chapter 11 plan for each Debtor and is not premised upon the substantive consolidation of the Debtors or their assets or liabilities. The Plan is being proposed as a joint plan of the Debtors for administrative purposes only. Accordingly, I understand that if the Bankruptcy Court does not confirm the Plan with respect to one or more Debtors, it may still confirm the Plan with respect to any other Debtor that satisfies the confirmation requirements of section 1129 of the Bankruptcy Code.

Solicitation of the Plan

10. I understand that, by an order dated November 10, 2020 [Docket No. 1233] (the "**Solicitation Procedures Order**"), the Bankruptcy Court approved the Disclosure Statement relating to the Plan, pursuant to section 1125 of the Bankruptcy Code, as containing adequate information of a kind and in sufficient detail to enable all parties in interest to make an informed judgment with respect to the Plan as required by the Bankruptcy Code and Bankruptcy Rules. I also understand that, in accordance with the Solicitation Procedures Order, the Debtors solicited votes for acceptance or rejection of the Plan from the holders of Claims in the Classes

[5] The "Unsecured Notes Indenture Trustee" means Wilmington Trust, N.A., in its capacity as successor trustee to Wells Fargo Bank, National Associate, pursuant to the Unsecured Notes Indenture.

of Claims entitled to vote to accept or reject the Plan and did not solicit votes, in accordance with the Solicitation Procedures Order, from holders of Claims or Interests that are either unimpaired under the Plan and, therefore, conclusively presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code, or impaired but receiving no property under the Plan and, therefore, conclusively deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. I additionally understand that the Debtors did not solicit acceptances of the Plan from any holder of a Claim or Interest prior to entry of the Solicitation Procedures Order.

11. As set forth in the *Certification of Angela Nguyen of Kurtzman Carson Consultants LLC Regarding Voting and Tabulation of Ballots Cast on the Second Amended Joint Chapter 11 Plan of Liquidation of Briggs & Stratton Corporation and its Affiliated Debtors* (as may be amended, modified, or supplemented, the "**Voting Certification**"), filed contemporaneously herewith, the Plan has been accepted by all Classes entitled to vote on the Plan.

12. I believe that the support from the Classes that were entitled to vote on the Plan is indicative of the Plan's fairness and of the negotiations, which the Debtors' counsel informs me were conducted in good faith, that culminated in this Plan.

The Plan Satisfies Section 1129 of the Bankruptcy Code

13. Based on my understanding of the Plan, the events that have occurred prior to and during the Debtors' Chapter 11 Cases, discussions I have had with members of the Debtors' management team, and the advice from the Debtors' legal advisors regarding the requirements set forth in the Bankruptcy Code, I believe that the Plan satisfies all of the applicable requirements of section 1129 of the Bankruptcy Code.

A. Classification of Claims and Interests

14. Except for Administrative Expense Claims, Professional Fee Claims, and Priority Tax Claims, which I am advised need not be designated as Classes under the Plan, Articles III and IV of the Plan designate thirty (30) Classes of Claims and Interests. Based on the advice and guidance provided to me by the Debtors' legal advisors, I believe that each of the thirty (30) Classes of Claims and Interests differs from the Claims in each other Class in a legal or factual way, or based on other applicable criteria. I believe that the Plan's classification scheme was not proposed principally to create a consenting impaired Class and thereby manipulate voting. I also believe, based on my discussion with the Debtors' legal advisors and as set forth in the Confirmation Brief, that valid business, factual, and legal reasons exist for separately classifying the various Classes of Claims and Interests created under the Plan, and the classifications were not implemented for improper purposes nor does the Plan unfairly discriminate between holders of Claims and Interests. It is my understanding that all Claims and Interests within each Class have the same or substantially similar rights as the other Claims and Interests in that Class and will receive the same treatment under the Plan for their respective Claims and Interests in the same Class.

B. The Plan and Plan Supplement Provide the Means for Implementing the Plan

15. I understand that various provisions of the Plan, as well as the exhibits thereto and the documents and agreements set forth in the Plan Supplement [Docket No. 1369], provide the means for implementing the Plan. Together, these provisions, documents, and agreements provide for, among other things: (i) the funding of the Wind-Down Costs, (ii) the allocation of the Net Proceeds to the Debtors' estates; (iii) the appointment of the Plan Administrator and the ability of the Plan Administrator, through the Plan Administrator

Agreement, to oversee the Plan and Wind-Down process, including, but not limited to, liquidating/monetizing any remaining assets (through the formation of a liquidating trust or otherwise), resolving disputed claims, and making distributions to creditors under the Plan.

16. In addition, the Plan implements the terms of the Global Settlement. The Global Settlement is an integral part of the Plan as it effectuates the distributions to unsecured creditors in these Chapter 11 Cases through terms including, but not limited to, (i) settlement of the PBGC Allowed General Unsecured Claims; (ii) the PBGC Subordination; and (iii) reduction of the DIP Obligations.

17. Accordingly, the Plan, together with the documents and agreements set forth in the Global Settlement and Plan Supplement, provide the means for implementation of the Plan as I understand is required by section 1123(a)(5).

C. The Releases and Exculpation Under the Plan

18. The Plan provides for (i) releases of certain Claims held by the Debtors and their Estates (the "**Debtor Releases**") against the Debtors, the Creditors' Committee, the Unsecured Notes Indenture Trustee,[6] and certain fiduciaries and professionals of the Debtors, the Creditors' Committee, and the Unsecured Notes Indenture Trustee that served in such capacities on or after the Petition Date, (collectively, the "**Released Parties**"); (ii) releases of Claims held by certain consenting holders of Claims and Interests (the "**Third-Party Releases**" and, together with the Debtors' Releases, the "**Releases**"), against the Released Parties; and (iii) an exculpation of the Debtors, the Creditors' Committee, and certain other parties (the "**Exculpated Parties**").

[6] The Plan defines the "Unsecured Notes Indenture Trustee" as Wilmington Trust, N.A., in its capacity as successor trustee to Wells Fargo Bank, National Association, pursuant to the Unsecured Notes Indenture.

19. I have been advised of the applicable standard for approval of release, exculpation, and injunction provisions, and I believe, based on discussions with the Debtors' counsel, that the release, exculpation, and injunction provisions embodied in the Plan are fair and appropriate, given for valuable consideration, and in the best interests of the Debtors and all parties in interest.

20. I understand from discussions with the Debtors' counsel that the Releases and Exculpation are limited in scope and only release the Debtors, the Creditors' Committee, the Unsecured Notes Indenture Trustee, and those parties' Related Parties,[7] including their employees and respective professionals. In addition to limiting the scope of parties that receive a release or exculpation under the Plan, the Releases and Exculpation exclude the release of claims based on any act or omission of a Released Party that is a criminal act or constitutes fraud, gross negligence, or willful misconduct.

21. The list of parties that benefit from the Releases or the Exculpation are limited to those that (a) maximized value for the Debtors' Estates by proposing, negotiating, and implementing the Sale Transaction; (b) negotiated the Global Settlement and the orderly and value-maximizing liquidation contemplated by the Plan; (c) preserved value for unsecured creditors through the expeditious resolution of these Chapter 11 Cases; and (d) with respect to

[7] The Plan defines Related Parties as, with respect to any released party, (a) such person or entity's predecessors, successors and assigns, subsidiaries, Affiliates, managed accounts or funds, (b) all of their respective current and former officers, directors, principals, stockholders (and any fund managers, fiduciaries or other agents of stockholders with any involvement with the Debtors), members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals, solely to the extent such persons and entities acted on the behalf of the released party in connection with the matters as to which exculpation or releases are provided in the Plan, and (c) such persons' respective heirs, executors, estates, servants and nominees. *See* Plan § 1.96.

the Debtors' Board of Directors, officers, and employees, devoted significant time to navigating the Debtors through these Chapter 11 Cases in addition to their regular duties.

22. Based on my discussions with the Debtors' counsel, I believe the Debtor Releases are also appropriate and in the best interests of the Debtors' estates because I understand that the Debtors are not aware of the existence of any claims or causes of action of material value by the Debtors that are being released. I am advised that most causes of action held by the Debtors on the Petition Date were sold to the Purchaser or released through the Global Settlement in the Sale Order[8] at the request of the Creditors' Committee. Further, the Plan provides for meaningful payments to holders of Claims in the Classes affected by the Debtor Releases and all Classes comprised of General Unsecured Claims have voted to accept the Plan.

23. I believe that the list of Released Parties is narrow, excludes any Persons that may have added to the Debtors' prepetition financial concerns due to such Person's misconduct, and includes only those parties that contributed beneficially to these Chapter 11 Cases.

24. In addition, after being advised of the applicable standards by Debtors' counsel and based on such discussions, I believe that the Third-Party Releases are consensual. The Third-Party Releases are provided by holders of Claims and Interests that (i) voted in favor of the Plan; (ii) rejected or abstained from voting on the Plan but did not opt out of granting the Third-Party Releases; (iii) have been left unimpaired by the Plan, were presumed to accept, were

[8] *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; and (III) Granting Related Relief* [Docket No. 898] (the "**Sale Order**").

afforded the opportunity to opt of the Third-Party Releases, and did not opt out; or (iv) were holders of impaired non-voting Claims or Interests that were deemed to reject the Plan, were afforded the opportunity to opt out of the Third-Party Releases, and did not opt out. The Ballots provided to creditors entitled to vote on the Plan in Class 4(a) (General Unsecured Claims against BSC), Class 4(b) (General Unsecured Claims against BGI), Class 4(c) (General Unsecured Claims against ABI), Class 4(d) (General Unsecured Claims against BSI), and Class 4(e) (General Unsecured Claims against BST), provided clear instructions on how to opt out of the Third-Party Releases and allowed the creditors to opt out of the Third-Party Releases if the creditor did not vote to accept the Plan. Creditors in Classes 1 (Priority Tax Claims), 2 (Priority Non-Tax Claims), and 3 (Other Secured Claims), which are unimpaired and were not eligible to vote, and creditors and stockholders in Classes 5 (Subordinated Securities Claims), 6 (Intercompany Interests), and 7 (Equity Interests), which are impaired and were not eligible to vote, received Notices of Non-Voting Status with clear instructions on how to opt out of the Third-Party Releases and an Opt-Out Election Form allowing them to opt out of such releases. Because all parties were informed of the Third-Party Releases, informed of their rights with regards to the Third-Party Releases, and given an opportunity to opt out of the Third-Party Releases, I believe the Third-Party Releases are consensual.

D. The Plan is Proposed in Good Faith

25. I believe, in consultation with the Debtors' legal and financial advisors, that the Debtors have proposed the Plan in good faith and not by any means forbidden by law. I believe that the Debtors' good faith is evident from the facts and record of these Chapter 11 Cases. I further believe the Plan was proposed with the legitimate and honest purpose of winding down the Debtors' business, liquidating each of the Debtors' Estates in a way that

maximizes the value of the Debtors' Estates, and distributing proceeds to creditors, consistent with the objectives and purposes of the Bankruptcy Code.

26. I believe that, in satisfaction of their fiduciary duties, the Debtors developed the Plan in consultation with and after extensive negotiations with their stakeholders, including the Creditors' Committee (which acts as a fiduciary for all unsecured creditors in these cases), the PBGC, and representatives of other creditors and their respective professionals, including the ad hoc group of unsecured noteholders. Further, it is my understanding, based on my discussions with the Debtors' legal advisors, that the Plan's indemnification, exculpation, release, and injunction provisions have been negotiated in good faith and at arm's length; are consistent with sections 105, 1122, 1123(b)(2)(A), 1123(b)(6), 1129, and 1142 of the Bankruptcy Code; and are each integral to the Plan, supported by valuable consideration, and necessary for the Debtors' achieving a consensual plan. It is my understanding that the Creditors' Committee and the PBGC each support confirmation of the Plan. I believe that the acceptance or deemed acceptance of the Plan by all impaired Classes of Claims entitled to vote reflects the inherent fairness of the Plan and the good faith efforts of parties in interest, including the Creditors' Committee and the PBGC, to achieve the objectives of chapter 11.

27. I believe the Plan was proposed with the foregoing legitimate and honest purposes and for no other purpose, as discussed herein and in the Confirmation Brief.

E. The Plan Provides that Fee Claims are Subject to Court Approval

28. I understand that payments made or to be made by the Debtors or the Wind-Down Estates for services or for costs and expenses in, or in connection with, the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases have been approved by, or are subject to approval of, the Bankruptcy Court as reasonable. Accordingly, I believe that the Plan satisfies section 1129(a)(4) of the Bankruptcy Code.

F. The Debtors have Disclosed all Necessary Information Regarding Directors, Officers, and Insiders

29. As disclosed in the Plan Supplement, the Creditors' Committee and the Debtors have proposed Alan D. Halperin as the Plan Administrator and as the initial director and officer of each of the Wind-Down Estates. It is my understanding that Alan D. Halperin is not an insider of the Debtors and his appointment is in the best interests of creditors. Accordingly, in consultation with the Debtors' legal advisors, I believe that the Plan satisfies section 1129(a)(5) of the Bankruptcy Code.

G. The Plan is in the Best Interest of Creditors

30. It is my understanding that a chapter 11 plan cannot be confirmed unless a bankruptcy court determines that the plan is in the best interests of all holders of claims that are impaired by the plan (and have not accepted the plan). I further understand the "best interests" test, as set forth in section 1129(a)(7) of the Bankruptcy Code, requires that, prior to confirming a plan, a bankruptcy court find either that (a) all members of an impaired class of claims have accepted the plan or (b) the plan will provide to each member of an impaired class of claims that has not accepted the plan a recovery of property of a value, as of the effective date of the plan (the "**Effective Date**"), that is not less than the amount that such holder would recover if the debtors were liquidated under chapter 7 of the Bankruptcy Code on such date.

31. In consultation with the Debtors' management and legal advisors, I directly supervised EY LLP's preparation of the Liquidation Analysis. I am familiar with the Liquidation Analysis, the underlying financial and asset data, and the assumptions upon which the Liquidation Analysis is based. As set forth more fully below, the Liquidation Analysis demonstrates that each holder of an Allowed Claim and Allowed Interest will receive or retain under the Plan on account of such Claim or Interest property of a value, as of the Effective Date,

or amount that is not less than the amount that such holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code.

32. The Liquidation Analysis estimates potential distributions to holders of Allowed Claims both in a hypothetical chapter 7 liquidation of the Debtors' assets and as prescribed in the Plan. The Liquidation Analysis has been prepared assuming that these Chapter 11 Cases would have converted into chapter 7 cases on or about December 18, 2020 (the "**Conversion Date**"). I believe that the Liquidation Analysis provides a fair and reasonable assessment of the effects that a conversion of the Debtors' Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code would have on the proceeds available for distribution to holders of Claims and Interests of the Debtors.

33. The primary differences between the Plan and a hypothetical chapter 7 liquidation include:

- *PBGC Subordination*: The Plan subordinates the first $5 million that the PBGC would otherwise recover on account of the General Unsecured Claims held by the PBGC to the recovery of other General Unsecured Claims at Briggs & Stratton Corporation, Allmand Bros., Inc., and Billy Goat Industries, Inc. The $5 million of additional recoveries at these three entities are split pro rata based on the Net Cash Proceeds allocated to the other General Unsecured Claims at each entity. In a chapter 7 liquidation, the other General Unsecured Claims would not receive the benefit of the PBGC Subordination and would continue to receive the recovery ranges consistent with the amounts prior to the PBGC Subordination. Therefore, under the Plan, recoveries are higher for other General Unsecured Claims than in the case of a hypothetical chapter 7 liquidation.

- *Chapter 7 Trustee Fees and Wind-Down Expenses*: If there were to be a conversion to chapter 7 cases, the chapter 7 trustee would not receive the benefits of the Debtors' and Creditors' Committee work on analyzing claims and negotiating the Global Settlement. Instead, the chapter 7 trustee and its professionals would have to incur considerable time and expense to familiarize themselves with the Debtors, their Estates, their Assets, and the Claims asserted against them. A chapter 7 trustee's fees are assumed to be 3% of the net distributable amounts to creditors. Under the hypothetical chapter 7 liquidation, the estate would incur an estimated

> $7.0 million more in total Wind-Down Expenses than under the Plan in a high liquidation value scenario ($24.3 million in chapter 7 versus $17.3 million in chapter 11) due to the chapter 7 trustee's fees and incremental expenses to liquidate the Debtors' estates.

34. Primarily as a result of the above outlined differences, it is my understanding and belief that a liquidation under chapter 7 would have reduced net proceeds available to holders of Claims[9] by $13.0 million in a high liquidation value scenario and by $9.5 in a low liquidation value scenario. As set forth in the Liquidation Analysis, (a) holders of Claims in each General Unsecured Claims Class (Classes 4(a) through 4(e)),[10] are expected to receive recoveries greater than or equal to the recoveries such holders would have received under a chapter 7 liquidation and (b) Administrative Expense Claims, Secured Claims, and Priority Claims are not Impaired under the Plan or under a chapter 7 liquidation and therefore are entitled to receive the same recovery on account of such Claims under the Plan as in a chapter 7 liquidation.

35. Accordingly, I believe that the Liquidation Analysis demonstrates that the Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code.

H. The Plan is Feasible

36. I have been advised on the various factors courts have considered when assessing the feasibility of plan, *i.e.* it is not likely to be followed by liquidation or the need for further financial reorganization. I understand that, in the context of the Plan, feasibility is generally established by demonstrating the Debtors' ability to implement the provisions of the Plan with a reasonable assurance of success.

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9 Excluding the PBGC, which agreed to lesser treatment and has voted to accept the Plan.

10 Excluding the PBGC, which agreed to lesser treatment and has voted to accept the Plan.

37. Based upon my understanding of the Plan, the advice of the Debtors' legal advisors, and the results of EY LLP's analysis of the Debtors' ability to satisfy the costs of administering the Plan, I believe that the Plan is feasible. The Debtors expect to have sufficient funds to administer and consummate the Plan, to wind down the Debtors' Estates, and to close these Chapter 11 Cases. Further, I believe that the Plan provides for various mechanisms to accomplish its objectives of fixing claim amounts and making distributions in accordance with its terms, including the appointment of the Plan Administrator.

38. I understand that, on the Effective Date, the Debtors will have approximately $105 million available for distribution to creditors, prior to making any distributions. I believe this amount is more than enough to pay all Wind-Down Costs, Administrative Claims, and Priority Claims, even if those are allowed at the greatest potential amounts (*i.e.*, if any general unsecured claims, for which claimants filed proofs of claims asserting higher priority, are deemed to be administrative claims or other higher priority claims).

I. All Statutory Fees Have or Will be Paid

39. The Plan provides that all fees payable under section 1930 of title 28 of the United States Code, as determined by the Court, have been paid or will be paid before the Effective Date pursuant to section 12.1 of the Plan. The Debtors have or will pay all chapter 11 statutory and operating fees required to be paid during these Chapter 11 Cases and have filed or will file all fee statements required to be filed before the Effective Date. Accordingly, I believe that the Plan satisfies section 1129(a)(12) of the Bankruptcy Code.

J. Retiree Benefits

40. I have been advised that section 1129(a)(13) of the Bankruptcy Code requires that retiree benefits are paid post-confirmation at levels established in accordance with section 1114 of the Bankruptcy Code. Historically, the Debtors maintained certain retiree

benefits under the Group Insurance Plan for Retirees of Briggs & Stratton Corporation, Plan Number 502 (the "**Retiree Group Insurance Plan**").[11] Leading up to the Debtors' Chapter 11 Cases, on July 19, 2020, the Board of Directors of Briggs & Stratton Corporation (the "**Board**") exercised Briggs's right to terminate the Retiree Group Insurance Plan. On August 24, 2020, the Court entered an order (i) ratifying the termination of the Retiree Group Insurance Plan and (ii) confirming the inapplicability of section 1114 of the Bankruptcy Code to the Debtors' prepetition termination of those retiree benefits.[12] Based on discussions with the Debtors and their legal advisors, I do not believe that the Debtors currently maintain or formerly maintained any other benefits that would be subject to section 1114 of the Bankruptcy Code. Accordingly, it is my belief that the Plan satisfies section 1129(a)(13) of the Bankruptcy Code.

K. The Plan Satisfies the "Cram Down" Requirements

41. It is my understanding that, pursuant to section 1129(b) of the Bankruptcy Code, a plan may be confirmed notwithstanding the rejection or deemed rejection by a class of claims or interests so long as the plan is "fair and equitable" and does not discriminate unfairly as to such non-accepting class. Based on my review of the Voting Certification, each Class of Claims entitled to vote has accepted the Plan by the required threshold under the Bankruptcy Code. Accordingly, the "cram down" provisions in section 1129(b) of the Bankruptcy Code are only applicable to Classes 5 (Subordinated Securities Claims), 6 (Intercompany Interests), and 7 (Equity Interests), each of which is deemed to reject.

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[11] *See Declaration of Rachele Lehr in Support of the Debtors' Motion for Order (I) Confirming Inapplicability of Section 1114 of the Bankruptcy Code; (II) In the Alternative, Approving Debtors' Prepetition Termination of Retiree Benefits Pursuant to Section 1114(L) of the Bankruptcy Code; and (III) Granting Related Relief* [Docket No. 44-1], ¶ 5.

[12] *See Order (I) Confirming the Inapplicability of Section 1114 of the Bankruptcy Code to the Debtors' Prepetition Termination of Retiree Benefits; and (II) Granting Related Relief* [Docket No. 567].

42. Based on my understanding of section 1129(b) of the Bankruptcy Code, my restructuring experience, and the terms of the Plan, I believe the Plan does not discriminate unfairly and is "fair and equitable" with respect to Classes 5 (Subordinated Securities Claims), 6 (Intercompany Interests), and 7 (Equity Interests). I understand that, pursuant to the Plan, no holder of any Claim or Interest that is junior to the Claims in Class 5 (Subordinated Securities Claims) will receive or retain any property under the Plan. Similarly, no holder of any Claim or Interest that is junior to the Claims in Classes 6 (Intercompany Interests) or 7 (Equity Interests) will receive or retain any property under the Plan.

43. With respect to the Classes 5 (Subordinated Securities Claims), 6 (Intercompany Interests), and 7 (Equity Interests), no other Classes of equal priority are provided a recovery under the Plan. Accordingly, there is no presumption of unfair discrimination with respect to these Classes and the Plan does not "discriminate unfairly" with respect to any Impaired Classes of Claims or Interests.

44. Distributions under the Plan are made in the order of priority prescribed by the Bankruptcy Code and in accordance with the absolute priority rule. With respect to the Deemed Rejecting Classes, no Claims or Interests junior to these Classes will receive recoveries under the Plan on account of such Claims or Interests. Specifically, the Deemed Rejecting Classes will not recover or retain any property on account of their respective Interests and Claims under the Plan. Accordingly, I believe the Plan is "fair and equitable" and, therefore, satisfies section 1129(b) of the Bankruptcy Code.

L. **The Plan is the Only Plan**

45. The Plan is the only plan filed in this case, and, accordingly, it is my understanding that section 1129(c) of the Bankruptcy Code, which prohibits confirmation of multiple plans, is inapplicable in these Chapter 11 Cases.

M. The Principal Purpose of the Plan is not the Avoidance of Taxes

46. I do not believe the principal purpose of the Plan is the avoidance of taxes or the avoidance of requirements under the Securities Act, and, to my knowledge, no governmental entity has objected to the confirmation of the Plan on any such ground. Therefore, based on my discussions with the Debtors' legal advisors, I believe the Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code.

Conclusion

47. I believe that (i) the Plan has been structured to accomplish the Debtors' goal of maximizing returns to stakeholders and effectively facilitating the orderly liquidation of the Debtors; (ii) the Plan has been proposed by the Debtors in good faith; and (iii) confirmation of the Plan is in the best interests of the Debtors, their Estates, their creditors, and other parties in interest in these Chapter 11 Cases. Each day the Debtors remain in chapter 11, they incur significant administrative and professional costs—expenses that are unnecessary in light of the support for the Plan. I believe that confirming the Plan and permitting the Debtors to consummate the Plan and commence its implementation without delay after the entry of the Proposed Confirmation Order is in the best interests of the Debtors' Estates and creditors and will not prejudice any parties in interest.

Executed on December 16, 2020

/s/ *Jeffrey Ficks*
Jeffrey Ficks
on Behalf of the Debtors and Debtors-in-Possession