

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

	§	Chapter 11
In re:	§	
	§	Case No. 20-43597-399
BRIGGS & STRATTON	§	
CORPORATION, et al.,	§	(Jointly Administered)
	§	
Debtors.	§	Related Docket No. 568
	§	

NOTICE OF PROPOSED EXPANSION OF SERVICES OF ERNST & YOUNG LLP

PLEASE TAKE NOTICE that on August 24, 2020, the United States Bankruptcy Court for the Eastern District of Missouri (the “**Bankruptcy Court**”) entered the *Amended Order Authorizing Debtors to Retain and Employ Ernst & Young LLP as Financial and Tax Advisor* [Docket No. 568] (the “**EY Retention Order**”)¹ authorizing Briggs & Stratton Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) to retain and compensate Ernst & Young LLP (“**EY LLP**”) as their financial and tax advisor.

PLEASE TAKE FURTHER NOTICE that, pursuant to the EY Retention Order, should the Debtors require EY LLP to perform professional services other than those set forth in the Engagement Letters, the Debtors are authorized to file an Expansion Notice, which shall include (i) a copy of the engagement letter or amendment, as signed by the Debtors and EY LLP, that describes the additional services for which the Debtors would retain EY LLP and that describes the terms and conditions related to such services; and (ii) a proposed order approving

¹ Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the EY Retention Order.

the proposed expansion of the scope of EY LLP's services and the engagement letter or amendment relating to such proposed services.

PLEASE TAKE FURTHER NOTICE that, in connection with the Debtors' potential sale transaction, the Debtors have determined that they require certain valuation services. The Debtors hereby submit this expansion notice (the "**Expansion Notice**") to retain EY LLP to perform such additional services, as set forth in more detail in that certain Statement of Work, dated September 15, 2020, by and between EY LLP, the Debtors, and Weil, Gotshal & Manges LLP, as counsel to the Debtors (the "**Expansion Engagement Letter**"). The Expansion Engagement Letter is attached hereto as **Exhibit A**. A proposed order approving the proposed expansion of the scope of EY LLP's services (the "**Proposed Expansion Order**") is attached hereto, as **Exhibit B**.

PLEASE TAKE FURTHER NOTICE that, pursuant to the EY Retention Order, any objections to the proposed expansion of EY LLP's services must be filed with the bankruptcy court and served on the Debtors as to be received within ten (10) days of the date of service of the Expansion Notice (the "**Objection Deadline**"). If no such objections are filed and served on the Debtors by the Objection Deadline, the Debtors may submit a certification of counsel stating that no objections were filed to the proposed expansion of EY LLP's services or that any objections filed were resolved, and the Court may then enter the Proposed Expansion Order. If an objection is filed and served by the Objection Deadline and is not resolved by the Debtors and the objecting party, the matter will be scheduled for hearing at the next available omnibus hearing date that is not less than five (5) business days after the Debtors determine, in their discretion, that a hearing is necessary.

PLEASE TAKE FURTHER NOTICE that, pursuant to the EY Retention Order, the Expansion Notice shall be served upon: (i) the Office of the United States Trustee; and (ii) any party who has requested notice pursuant to Bankruptcy Rule 2002.

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Dated: September 15, 2020
St. Louis, Missouri

Respectfully submitted,

CARMODY MACDONALD P.C.

/s/ Robert E. Eggmann

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*Local Counsel to the Debtors and
Debtors in Possession*

-and-

WEIL, GOTSHAL & MANGES LLP
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*Counsel to the Debtors
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Exhibit A

Expansion Engagement Letter



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Valuation Services Statement of Work

This Statement of Work, dated 15 September 2020 (this “SOW”), is made by and among Ernst & Young LLP (“we” or “EY”) and Weil, Gotshal & Manges LLP (“you” or “Counsel”) as counsel to Briggs & Stratton Corporation and certain of its affiliates and subsidiaries (“Client”), pursuant to the Agreement, dated May 4, 2020 (the “Agreement”), between EY, you and the Client.

Except as otherwise set forth in this SOW, this SOW incorporates by reference, and is deemed to be a part of, the Agreement. The additional terms and conditions of this SOW shall apply only to the transaction advisory Services covered by this SOW and not to services covered by any other statement of work pursuant to the Agreement. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings in the Agreement and for purposes of interpretation of the Agreement, references in the Agreement to “you” or “Client” shall have the meaning given therein with respect thereto.

Objective and purpose

The Client has requested that EY provide certain valuation services (the “Services”) in conjunction with the Client’s emergence from bankruptcy. Specifically, we understand that you and Client need assistance in the valuation of certain legal entities (individually the “Legal Entity”, and collectively the “Legal Entities”). Phase I of our analysis will include the following Legal Entities:

- Branco Moraes Ltda (“Brazil”)
- Briggs & Stratton (Shanghai) International Trading Co., Ltd. (“B&S Shanghai”)
- Briggs & Stratton Management (Shanghai) Co., Ltd. (“B&S Management”)
- Briggs & Stratton (Chongqing) Engine Co., Ltd. (“B&S Engine”)
- Briggs & Stratton Japan K.K. (“B&S Japan”)
- Briggs & Stratton France S.A.R.L (“B&S France”)
- Briggs & Stratton Mexico SRL de C.V. (“B&S Mexico”)
- Briggs & Stratton (Malaysia) Sdn. Bhd. (“B&S Malaysia”)
- Briggs & Stratton Canada Inc. (“B&S Canada”)
- Briggs & Stratton Limited Liability Company (Russia) (“B&S Russia”)
- Briggs & Stratton RSA (Proprietary) Limited (“B&S South Africa”)
- Briggs & Stratton CZ, s.r.o. (“B&S Czech”)



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- Briggs & Stratton Italy S.r.L. (“B&S Italy”)

Upon request by you and Client, Phase II of our analysis will include any of the Legal Entities listed in Appendix 2 to this SOW.

Our analysis will be performed as of a current date (the “Date of Valuation”). Our Services will be provided from the date of this SOW through the Client's exit from bankruptcy.

We understand that the results of our Services will be used for the purpose of assisting the Client attribute value to the Legal Entities for tax purposes. Our Services are limited to the aforementioned purpose and cannot be used by the Client for financial reporting purposes. The Client may use the valuation materials to prepare local transfer agreements and tax documents in connection with local transfer requirements in the jurisdictions in which the Client does business, including establishing value for shares transferred for tax purposes. If there are any additional requests beyond the scope contemplated in this SOW, these valuation services will be documented in an addendum to this SOW.

Please note that the Services covered in any future addendums will be subject to our standard engagement approval procedures, such as independence and conflicts of interest before commencing Services. Please note that our ability to perform services with respect to future/subsequent valuation dates set forth in this SOW may depend, among other things, on our mutual agreement that our performance of such services will not impair our independence, if required, related to Client or any of Client's affiliated entities.

Standard and definition of value

We understand the valuation will be used to support the Client's tax planning across multiple jurisdictions and may be used to support the requirements of local tax authorities. At your direction, we will perform the valuation using the definition of fair market value used for US tax purposes. Specifically, according to Internal Revenue Service (“IRS”) Revenue Ruling 59-60, fair market value is defined as:

...the price at which the property would change hands between a willing buyer and a willing seller when the former is not under any compulsion to buy and the latter is not under any compulsion to sell, both parties having reasonable knowledge of relevant facts.

If it is determined that additional valuation services are required to consider other standards of value as specified by local tax laws, an amendment to this SOW or a new SOW with a local EY member firm will be issued to cover these services.

Scope of services

Our general procedures for the Legal Entities are as follows:

- ▶ Interview Client management regarding the:
 - ▶ nature of each Legal Entities



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- ▶ existing business plans, future performance estimates, or budgets for each Legal Entity
- ▶ primary positioning of each Legal Entity relative to other competitors
- ▶ Consider applicable economic, industry, and competitive environments, including relevant historical and future estimated trends
- ▶ Perform a valuation analysis of each Legal Entity giving consideration to appropriate approaches to value:
 - ▶ Income Approach
 - ▶ Market Approach
 - ▶ Cost Approach
- ▶ Prepare a narrative report for US tax purposes (“Report”), summarizing the methodologies employed in the analysis, the key assumptions on which the analysis was based and EY’s opinions of fair market value.

We will perform the Services based on methods and techniques that we consider appropriate under the circumstances. We will deliver to you the restricted use appraisal report described above.

We will provide you with periodic progress updates and, at your request, meet with you to review our results.

Our Report is not a fairness opinion or investment advice. You will not rely on any of them as such, nor will you use them, or permit them to be used, as the basis to set a transaction price, *except* that the Client may use the valuation materials to prepare local transfer agreements and tax documents in connection with local transfer requirements in the jurisdictions in which the Client does business, including establishing value for shares transferred for tax purposes. EY assumes no responsibility to any buyer or seller to negotiate a purchase or sale at the value set forth in the Report.

The Report is subject to our Statement of Limiting Conditions (“SLC”), a draft of which is attached hereto as Appendix 1. If we conclude that modifications or additions to the SLC will be required, we will notify you.

Limitations on scope

The Services under this SOW do not include the valuation of any assets, liabilities or interests not listed in the Scope section. If we discover significant amounts of such property or you determine that valuations of other entities are needed, you will either (1) engage us to perform, on behalf of and at Client’s request, a valuation of these items, as mutually agreed upon and as a supplement to the lists of entities in this SOW or (2) Client will represent to us the value of those items, on which we would rely without further investigation for our use in performing the Services under this SOW.

We will not identify, address or correct any errors or defects in your or the Client’s computer systems, other devices or components thereof (“Systems”), whether or not due to imprecise or



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ambiguous entry, storage, interpretation or processing or reporting of data. We will not be responsible for any defect or problem arising out of or related to data processing in any Systems.

We will not, in connection with the performance of the Services or otherwise, (i) act as a broker for the sale of any securities, (ii) solicit any potential buyer or seller (including you) to engage in any transaction, or (iii) act as a negotiator of a transaction.

EY will not conduct any architectural, engineering, soil or subsoil study, property survey, or environmental investigation, and will not assume any liability in connection with such matters.

Your specific obligations

You and Client will not, and will not permit others, to quote or refer to the Reports, any portion, summary or abstract thereof, or to EY or any other EY Firm, in any document filed or distributed in connection with (i) a purchase or sale of securities to which the United States or state securities laws (“Securities Laws”) are applicable, or (ii) periodic reporting obligations under Securities Laws. You and Client will not contend that any provisions of Securities Laws could invalidate any provision of this Agreement.

Notwithstanding the requirements of the Agreement, Client may disclose the Reports and refer to us in connection with the Services under this SOW to Client’s external independent auditor to be used in conjunction with the intended use of the Reports outlined in this SOW, subject to its agreement that (a) none of the Reports or any portion thereof shall be further disclosed to any other person or entity except as required by law or professional obligation, and (b) it shall not make any claims against EY arising out of, or in connection with the Reports or our discussions with you or Client.

Specific additional terms and conditions

We will perform the Services under this SOW in accordance with applicable standards established by the American Institute of Certified Public Accountants (“AICPA”). The Services under this SOW may also be subject to the requirements of the Principles of Appraisal Practice and Code of Ethics and the Business Valuation Standards of the American Society of Appraisers; the Code of Professional Ethics of the Appraisal Institute; the Code of Ethics and Standards of Professional Conduct of the CFA Institute; and the Uniform Standards of Professional Appraisal Practice (“USPAP”) as set forth by the Appraisal Standards Board of the Appraisal Foundation, with which we will comply as applicable.

The Services are advisory in nature. EY will not render an assurance report or assurance opinion under the Agreement, nor will the Services constitute an audit, review or examination of any entity’s financial statements or prospective financial statements in accordance with generally accepted auditing standards or other applicable professional standards. None of the Services or any Reports will constitute any legal opinion or advice. We will not conduct a review to detect fraud or illegal acts, nor will we render any opinion as to the fairness or advisability of the proposed transaction or any other transaction. In providing the Services, we also may utilize and reasonably



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rely on data and information from third party sources (including publicly-available information) and we will have no responsibility to evaluate or verify such information.

Our Reports may contain advice or communications that may be privileged under Internal Revenue Code Section 7525. If such information is provided to persons other than Client's management, directors, or Client's legal counsel involved in its preparation or responsible for determining whether to implement it, Client may waive such privilege.

Notwithstanding anything to the contrary in the Agreement or this SOW, we do not assume any responsibility for any third-party products, programs or services, their performance or compliance with your specifications or otherwise.

Except as otherwise provided herein, where our written consent under the Agreement is required for Counsel to disclose to a third party any of our Reports (other than Tax Advice), we will also require that third party to execute a non-reliance and release letter acceptable to us in form and substance.

If we receive a request from a third party for any information relating to our Tax Advice, we will notify you and Client and will not release any such information unless Client has executed an appropriate written consent authorizing such disclosure and the third party has executed a non-reliance and release letter acceptable to us in form and substance.

The Reports will be based on facts of which EY is aware, estimates, assumptions and other information derived from its research, knowledge of the industry and meetings with you or your advisors. We will state our information sources and the basis of our estimates and assumptions in the Valuation. All such estimates and assumptions are inherently subject to uncertainty and variation depending upon future events, which cannot be accurately foreseen. Our estimates will in any event be based on general economic conditions as they exist on the date of the analysis and will not contemplate the potential for any sudden or sharp rise or decline in those conditions. We make no representation, and give no assurance, that any estimates or results can or will be achieved. Actual results may vary materially from the estimates presented.

Any financial analyses contained in the Report are not forecasts or projections as defined by the AICPA. Rather, they are used as contemplated by the USPAP. Accordingly, terms such as "project," "projections," or "forecast" in the Reports relate to broad and generally perceived expectations of future events or market conditions.

The Report may be subject to review by the Appraisal Institute or its duly authorized representatives.

Compliance with U.S. immigration requirements may require EY to provide certain information to the U.S. Citizenship and Immigration Services ("USCIS") to confirm that EY employees on certain visas are, in fact, EY employees and not employees of Client or other clients of EY. This will include providing certain information regarding work locations to support compliance with the visa requirements. As such, EY may disclose to USCIS information regarding this SOW,



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including Client's identity and location, as well as redacted agreements. Upon providing this information, EY will request that USCIS keep any such information confidential. In further support of these legal requirements, the U.S. Department of Labor (DOL) regulations, at 20 CFR § 655.734(a)(1)(ii)(A), require the posting of notice of a Labor Condition Application (LCA) in instances where individuals holding H-1B visas will be working on Client's premises. EY and Client will work together to develop an appropriate notice as required.

EY resources will be operating at all times as an employee of and under the direction and control of Ernst & Young U.S. LLP's management, and all activities including supervision, hiring and firing decisions, and performance evaluations are controlled by Ernst & Young U.S. LLP. Client will not have the right to control EY resources. At all times, EY resources will receive direction from an EY Manager while on-site at Client premises.

Notwithstanding any obligation under any confidentiality agreement to return or destroy any such material, you and Client acknowledge that we will retain, in confidence, a file copy of our work papers and Report in accordance with our professional obligations. Nothing contained herein shall benefit or create any right in, or any duty or obligation on our part to, anyone other than you.

We may retain, disclose and use Client Information that we collect in connection with any services we perform for you for research and thought leadership purposes, as well as for the purpose of providing services to other clients, as long as we identify Client only in general terms in connection with such information (e.g., "large industrial company").

In connection with these Services, computer files may be transferred between EY and Client. Neither of us assumes any responsibility to the other for any loss or damage caused by viruses contained in such computer files. EY will not perform any tests to determine whether versions submitted for its review contain viruses or similar problems. We shall have no responsibility to third parties for loss or damage caused by viruses or similar problems that may exist in computer files transferred by Client to them.

In some circumstances, a sensitivity is a variation to represent an alternative business option (for example, an alternative financing structure), rather than to assess the potential effects of uncertain estimates. This type of sensitivity may be referred to as a "scenario". Our comparison of each sensitivity to the base case may be less effective for scenario-type sensitivities, where there are significant differences to the base case. Any sensitivity analysis should not be considered a recommendation or opinion.

Timetable

Unless otherwise agreed, and subject to the General Terms and Conditions of the Agreement, we expect to perform the Services during the period from August 2020 to August 2021 or through exit from bankruptcy, whichever is sooner. Our preliminary Phase I value indications will be provided by September 15, 2020. Any Legal Entity included on Appendix 2 may be included in the Phase I value indications upon the request of the Client.



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Contacts

You have identified Adam Arikat as your contact with whom we should communicate about these Services. Your contact at EY for these Services will be Evan Sussholz.

Fees

The General Terms and Conditions of the Agreement address our fees and expenses generally. Pursuant to Section 32 and 33 of the Agreement, EY and the Client each acknowledge that Counsel has requested that we bill the Client directly and that the Client pay us directly for any amounts owed hereunder, and both EY and the Client have agreed to such request.

The estimated professional fees for the Services as currently contemplated in our scope will be billed in an hourly basis using the below rate schedule:

Level	<u>Discounted Hourly rate</u>
Partner / Principal / Managing Director	\$750 - \$995
Senior Manager	\$675 - \$795
Manager	\$560 - \$675
Staff / Senior Consultant	\$235 - \$560

Based on the scope described above we estimate the fees to be in the following range:

Legal entity type	<u>Estimated fee range</u>
Fully integrated entity (multiple functions, residual profit)	\$18,000 – \$22,000 per entity
Simple legal entity (transfer pricing margin, single function)	\$13,000 – \$15,000 per entity
Holding company (net assets value analysis)	\$2,000 per entity

We will provide fee updates on a bi-weekly basis.

In addition, subject to approval by the Bankruptcy Court and consistent with the *Amended Order Authorizing Debtors to Retain and Employ Ernst & Young LLP as Financial and Tax Advisor*, Case No. 20-43597-399 (E.D. Mo.) [ECF No. 568] (the “EY Retention Order”), Client shall reimburse EY for expenses incurred in connection with the performance of the Services, including reasonable and customary out-of-pocket expenses such as travel, meals accommodations and other



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expenses specifically related to this engagement. EY may receive rebates in connection with certain purchases, which are used to reduce charges that EY would otherwise pass on to its clients. Actual out-of-pocket costs incurred by EY while executing the Services will be billed separately, not to exceed 10% of fees.

Billing and payment

We acknowledge that payment of our fees and expenses is subject to (i) the jurisdiction and approval of the Bankruptcy Court in accordance with sections 330 and 331 of the Bankruptcy Code, any order of the Bankruptcy Court approving the retention of us and the U.S. Trustee Guidelines, (ii) any applicable fee and expense guidelines and/or orders and (iii) any requirements governing interim and final fee applications. To ensure timely and efficient submission of our invoices, we will submit invoices directly to Andrea Golvach. Client will provide a Purchase Order or other such details in a timely manner, should this be required by Client for payment. Any delays in providing a Purchase Order or any information necessary for our invoicing will not affect the payment terms based on our invoice date.

Client shall also pay all applicable taxes (including VAT and others imposed) incurred in connection with the delivery of the Services or the Reports (except for taxes imposed on EY's income). Client shall also pay any administrative costs that result from billing arrangements specifically requested by you. Client's obligation to pay our fees and expenses is not contingent upon the results of the Services or the consummation of the proposed transaction.

We will submit an itemized and detailed billing statement for the Services under this Statement of Work, and we will request payment of our fees and expenses, in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the Local Rules for the Bankruptcy Court and any relevant administrative orders. We will submit our invoices as the work progresses and payment of them will be made upon receipt, or as quickly as the Bankruptcy Code, the Bankruptcy Rules, Local Rules and any relevant administrative orders allow.

[Signatures on next page]



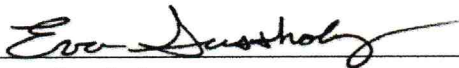
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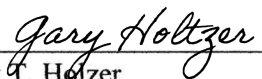
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In witness whereof, the parties have executed this SOW as of the aforementioned date.

Ernst & Young LLP

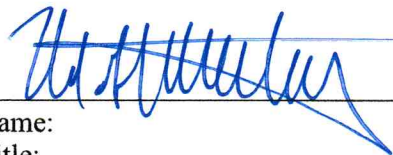
By: 
Evan Sussholz
Partner

Weil, Gotshal & Manges LLP

By: 
Gary T. Holtzer
Partner
Date:

The undersigned Client agrees to be responsible for the obligations of Counsel set forth in this Agreement, including without limitation, the General Terms and Conditions of the Agreement and, to perform the obligations of the Client as set forth in the Agreement, including, without limitation, the General Terms and Conditions of the Agreement. In accordance with the terms herein and the Agreement, Client agrees to pay EY's fees and expenses as set forth in this SOW, subject to the requirements of the Bankruptcy Court. EY may enforce the undersigned's obligations herein directly against it.

Briggs & Stratton Corporation

By: 
Name:
Title:
Date:

Appendix 1 - Statement of Limiting Conditions

1. Nothing has come to our attention to cause us to conclude that the facts and data set forth in this Report are not correct.
2. No investigation of the title to the subject company and subject assets has been made, and the owner's claim to the subject company and subject assets is assumed to be valid. To the extent that Ernst & Young LLP's services include any analysis of assets, properties or business interests, Ernst & Young LLP assumes no responsibility for matters of legal description or title, and Ernst & Young LLP shall be entitled to make the following assumptions: (i) title is good and marketable, (ii) there exist no liens or encumbrances, (iii) there is full compliance with all applicable regulations and laws, and (iv) all required licenses, certificates of occupancy, consents, or legislative or administrative authority have been or can be obtained or renewed for any use on which Ernst & Young LLP services are to be based.

Where real estate is included in our analysis, Ernst & Young LLP shall not assume any responsibility for identifying structural conditions of property. No analysis will be made of the subsurface or the hazardous waste conditions, if any. Our services shall not take into consideration the possibility of the existence of toxic substances, hazardous or contaminated conditions, or underground storage tanks, nor the costs associated with remediating such substances or conditions. Ernst & Young LLP is not qualified to detect, and shall not be responsible for detecting, such substance or conditions.

3. This Report has been prepared solely for the purpose stated, and may not be used for any other purpose. Neither this Report nor any portions hereof may be copied or disseminated through advertising, public relations, news, sales, Securities and Exchange Commission disclosure documents or any other public (or private) media without the express prior written approval of Ernst & Young LLP.

Notwithstanding anything contained herein to the contrary, the Company and its officers, directors, employees, representatives, agents and advisers may freely disclose to any and all persons (without limitation) any tax advice, including the tax treatment and tax structure of any transaction, provided to the Company by Ernst & Young LLP, together with all facts that may be relevant to understanding the proposed tax treatment of any transaction and any materials provided by Ernst & Young LLP related to such tax treatment and tax structure. In any event, because all such tax advice is provided solely for the benefit of the Company, the Company shall inform those to whom it discloses such information that they may not rely upon such tax advice for any purpose without the prior written consent of Ernst & Young LLP.

Based on our valuation analysis, assumptions and methodologies employed as described, and consistent with the inherent estimation uncertainty as of the Valuation Date, it is our view that the fair market value opinion as represented in this Report will more likely than not be sustained if challenged on the merits.

4. The recommendations, opinions, or calculations of values contained herein are not intended to represent the values of the subject company, assets, or interests at any time other than the effective date that is specifically stated in this Report. Changes in market conditions could result in values substantially different than those presented at the stated effective date. We assume no responsibility for changes in market conditions or for the inability of the owner to locate a purchaser of the subject company, assets or interests at the values stated herein.

With respect to our analysis, our work did not include an analysis of the potential impact of any unexpected sharp rise or decline in local or general financial market or economic conditions or technological changes.

5. No responsibility is assumed for information furnished by others, including management, and such information is concluded to be reliable.

In the course of our analysis, we were provided with written information, oral information, and/or data in electronic form, related to the structure, operation, and financial performance of the subject company / assets / interests. We have relied upon this information in our analyses and in the preparation of this Report and have not independently verified its accuracy or completeness.

6. Certain historical financial data used in our valuation were derived from audited and/or unaudited financial statements and are the responsibility of management. The financial statements may include disclosures required by generally accepted accounting principles. We have not independently verified the accuracy or completeness of this data provided and do not express an opinion or offer any form of assurance regarding its accuracy or completeness.
7. The estimates of cash flow data included herein are solely for use in the valuation analysis and are not intended for use as forecasts or projections of future operations. We have not performed an examination or compilation, nor have we performed an agreed-upon procedures engagement with regard to the accompanying cash flow data in accordance with standards prescribed by the American Institute of Certified Public Accountants, and, accordingly, do not express an opinion or offer any form of assurance on the accompanying cash flow data or their underlying assumptions. Furthermore, there will usually be differences between estimated and actual results because events and circumstances frequently do not occur as expected, and those differences may be significant.
8. We assume no responsibility for any financial and tax reporting judgments, which are appropriately those of management. It is our understanding that management accepts responsibility for any financial statement and tax reporting issues with respect to the subject company / assets / interests covered by our analysis, and for the ultimate use of our Report.
9. Ernst & Young LLP is not required to furnish additional work or services, or to give testimony, or be in attendance in court with reference to the company / assets, interests in question or to update any Report, recommendation, opinion, calculation, analysis, conclusion or other document relating to its services for any events or circumstances unless arrangements acceptable to Ernst & Young LLP have been separately agreed with the Company.
10. This Report does not comprise a Comprehensive Written Business Valuation Report as described in BVS-VIII, by the Business Valuation Committee of the American Society of Appraisers (ASA) and approved by the ASA Board of Governors. Certain sections may have been omitted from this Report. Where applicable, the data underlying these sections will be retained in our working papers.

Disclosure of the contents of this Report may be governed by the Bylaws and Regulations of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation. Possession of this Report or a copy thereof, or any part thereof, does not carry with it the right of publication, nor may it be used by anyone but the party for whom it has been prepared without the prior written consent and approval of Ernst & Young LLP.

Appendix 2 - Phase II Legal Entities

Briggs & Stratton Corporation
Power Distributors, LLC
Nikki America Fuel Systems, LLC
Business Health Care Group of Wisconsin, LLC
Starting US Corporation
Guru Ventures, Inc.
Billy Goat Industries, Inc.
Briggs & Stratton International, Inc.
Briggs & Stratton Tech, LLC
Allmand Bros., Inc.
Briggs & Stratton International Holding B.V. (Netherlands)
Briggs & Stratton India Private Limited
Briggs & Stratton Netherlands B.V.
Briggs & Stratton Austria Gesellschaft m.b.H.
Briggs & Stratton Germany GmbH
Briggs & Stratton U.K. Limited
Briggs & Stratton Iberica, S.L. (Spain)
Briggs & Stratton AG (Switzerland)
Briggs & Stratton International AG (Switzerland)
Briggs & Stratton Sweden Aktiebolag
Daihatsu – Briggs Co. Ltd (Japan)
Briggs & Stratton Australia Pty. Limited
Briggs & Stratton New Zealand Limited
Victa Lawncare Pty Ltd.
Victa Limited

Exhibit B

Proposed Expansion Order

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

In re:	§	Chapter 11
	§	
BRIGGS & STRATTON	§	Case No. 20-43597-399
CORPORATION, et al.,	§	
	§	(Jointly Administered)
	§	
Debtors.	§	Related Docket Nos. 568, [●]

**[PROPOSED] ORDER AUTHORIZING
EXPANSION OF SERVICES OF ERNST & YOUNG LLP**

Upon the notice of expansion of services provided by Ernst & Young LLP (the “**Expansion Notice**”)¹ of Briggs & Stratton Corporation and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”), seeking entry of an order authorizing the expansion of services of EY LLP, consistent with the EY Retention Order; and this Court having jurisdiction to consider the Expansion Notice and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Expansion Notice and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Debtors having represented that, pursuant to the EY Retention Order, adequate and proper notice of the Expansion Notice has been given and that no other or further notice need be given; and this Court having reviewed the Expansion Notice and Expansion Engagement Letter; and this Court having held a hearing, if necessary, to consider the relief requested in the Expansion Notice; and this Court having determined that the legal and factual bases set forth in the Expansion Notice establish just cause for the relief granted herein; and it appearing that the relief requested in the

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

Expansion Notice is in the best interests of the Debtors and their respective estates and creditors; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor, **it is hereby ORDERED that the Motion is GRANTED in that:**

1. The Debtors are authorized, but not directed, to employ and retain EY LLP for the additional services described in the Expansion Engagement Letter and on the terms and conditions set forth in the Expansion Engagement Letter. To the extent the Expansion Engagement Letter conflicts with this order (the “**Expansion Order**”) or with the EY Retention Order, the Expansion Order and EY Retention Order shall take precedence.

2. The EY Retention Order is incorporated herein, by reference, and shall apply, in its entirety, to the retention of EY LLP to provide additional services, as authorized by this Expansion Order.

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

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

DATED: _____, 2020
Cape Girardeau, Missouri

HONORABLE BARRY S. SCHERMER
UNITED STATES BANKRUPTCY JUDGE

Order Prepared By:

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-and-

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