

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
SOUTHEASTERN DIVISION

In re:	§	Chapter 11
	§	
BRIGGS & STRATTON CORPORATION, et al.,	§	Case No. 20-43597-399
	§	(Jointly Administered)
	§	
Debtors.	§	Hearing Date: November 9, 2020
	§	Hearing Time: 10:00 a.m. (Central Time)
	§	Hearing Location: Courtroom 5 North
	§	111 S. 10th St., St. Louis, MO 63102

**MOTION OF DEBTORS FOR ENTRY OF ORDER  
(I) APPROVING DISCLOSURE STATEMENT; (II) ESTABLISHING NOTICE AND  
OBJECTION PROCEDURES FOR CONFIRMATION OF PLAN; (III) APPROVING  
SOLICITATION PACKAGES AND PROCEDURES FOR DISTRIBUTION THEREOF;  
(IV) APPROVING FORM OF BALLOTS AND ESTABLISHING PROCEDURES  
FOR VOTING ON PLAN; AND (V) GRANTING RELATED RELIEF**

Briggs & Stratton Corporation and its debtor affiliates in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”), respectfully represent as follows in support of this motion (the “**Motion**”):

**Background**

1. On July 20, 2020 (the “**Petition Date**”), the Debtors each commenced with this Court a voluntary case under title 11 of the United States Code (the “**Bankruptcy Code**”). The Debtors are authorized to continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Debtors’ chapter 11 cases are being jointly administered for procedural purposes only pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and Rule 1015(b) of the Local Rules of Bankruptcy Procedure for the Eastern District of Missouri (the “**Local Rules**”).



2. On August 5, 2020, the United States Trustee appointed an official committee of unsecured creditors (the “**Creditors’ Committee**”) in these chapter 11 cases pursuant to section 1102 of the Bankruptcy Code. No trustee or examiner has been appointed in these chapter 11 cases.

3. Additional information regarding the Debtors’ business and capital structure and the circumstances leading to the commencement of these chapter 11 cases is set forth in the *Declaration of Jeffrey Ficks, Financial Advisor of Briggs & Stratton Corporation, in Support of the Debtors’ Chapter 11 Petitions and First Day Relief* [Docket No. 51] (the “**Ficks Declaration**”).

### **Jurisdiction**

4. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

### **Preliminary Statement**

5. Contemporaneously herewith, the Debtors filed the *Joint Chapter 11 Plan of Briggs & Stratton Corporation and Its Affiliated Debtors* (as it may be amended, modified, and supplemented, the “**Plan**”)<sup>1</sup> [Docket No. 1066], and the *Disclosure Statement for Joint Chapter 11 Plan of Briggs & Stratton Corporation and Its Affiliated Debtors* (as it may be amended, modified, and supplemented, the “**Disclosure Statement**”) [Docket No. 1067]. The hearing to consider approval of the Disclosure Statement has been scheduled for November 9, 2020 at 10:00 a.m. (the “**Disclosure Statement Hearing**”).

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<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Plan, the Disclosure Statement, or the Ficks Declaration, as applicable.

6. As set forth in the Disclosure Statement, the Debtors commenced these chapter 11 cases to implement a comprehensive restructuring through a sale of substantially all of their assets to maximize recoveries for all creditors and preserve as many jobs as possible.

7. In the weeks leading to the hearing to approve the Sale Transaction, the Debtors entered into extensive negotiations with the Creditors' Committee, the Pension Benefit Guaranty Corporation (the "**PBGC**") (the Debtors' largest creditor), the DIP Agent and DIP Lenders, and the Purchaser to resolve the Creditors' Committee's and the PBGC's potential objections to the Sale Transaction and to ensure the Debtors could move swiftly to consummate the Sale Transaction and the subsequent Plan with the support of the Creditors' Committee and the PBGC. The parties were able to reach a global settlement (the "**Global Settlement**"), by which the Creditors' Committee and the PBGC consented to the Sale Transaction and agreed to certain terms relevant to a chapter 11 Plan. Under the Global Settlement, the Debtors and the Creditors' Committee agreed to work in good faith on a chapter 11 plan to facilitate and give effect to the Global Settlement.

8. As stated above, contemporaneously herewith, the Debtors have filed the Plan and the Disclosure Statement. The Plan is supported by the Creditors' Committee.

9. The Plan incorporates the Global Settlement and provides for the orderly distribution of each Debtor's available cash, including (i) net cash proceeds received by the Debtors from the Sale Transaction (including any proceeds to be received post-closing thereof) (the "**Sale Transaction Proceeds**"), and (ii) cash realized from the Debtors' business and the wind-down of their operations, including the liquidation of any remaining assets that were not included in the Sale Transaction (the "**Wind-Down Proceeds**").

10. The Plan provides that the Sale Transaction Proceeds and Wind-Down Proceeds shall be used to fund (i) the ongoing wind-down costs of the Chapter 11 Cases and

(ii) distributions to holders of Allowed Claims under the Plan. Specifically, the Plan provides that the Sale Transaction Proceeds and Wind-Down Proceeds shall be used, first, to (a) pay holders of Allowed (or reserve for holders of Disputed) Administrative Expense Claims, Fee Claims, and DIP Claims; (b) fund the Wind-Down (pursuant to the Wind-Down Budget); and (c) satisfy any Statutory Fees required to be paid in accordance with the Bankruptcy Code, the Bankruptcy Rules, or any order of the Bankruptcy Court. Following such payments, the Plan provides that the remaining Sale Transaction Proceeds and Wind-Down Proceeds (the “**Net Cash Proceeds**”) shall be allocated among the Debtors as follows: (a) [77.7]% of the Net Cash Proceeds shall be allocated to BSC (the “**Net Cash Proceeds (BSC)**”); (b) [8.7]% of the Net Cash Proceeds shall be allocated to BGI (the “**Net Cash Proceeds (BGI)**”); (c) [7.0]% of the Net Cash Proceeds shall be allocated to ABI (the “**Net Cash Proceeds (ABI)**”); (d) [5.0]% of the Net Cash Proceeds shall be allocated to BSI (the “**Net Cash Proceeds (BSI)**”); and (e) [1.7]% of the Net Cash Proceeds shall be allocated to BST (the “**Net Cash Proceeds (BST)**”).

11. The allocation of Net Cash Proceeds among the Debtors is based on an analysis by the Debtors’ financial advisor, Houlihan Lokey Capital, Inc., in consultation with the Creditors’ Committee’s financial advisor. It allocates the Net Cash Proceeds based on an equal weighting of revenue, assets, and adjusted EBITDA, subject to adjustments made based on bids received for the different entities, certain remaining assets, and other qualitative factors such as intercompany relationships between the entities.

12. The Plan further provides that the Net Cash Proceeds allocable to each Debtor shall be distributed first to each Debtor’s priority and other secured claims and then pro rata (proportionately) to holders of Allowed General Unsecured Claims against such Debtor, in each case after giving effect to the PBGC Subordination, which is the agreement of the PBGC, pursuant to the Global Settlement, to subordinate to other general unsecured creditors the first \$5

million of the recovery it would otherwise receive from the Plan. The Debtors do not expect there to be a recovery for shareholders.

13. The Plan provides for the appointment of a Plan Administrator (the identity of which will be provided in the Plan Administrator Agreement to be included in the Plan Supplement) to oversee the Plan, including to liquidate any remaining assets, to resolve disputed claims, and to make distributions to creditors under the Plan.

14. 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, 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.

15. Specifically, the Plan provides for the following classification and treatment of Claims and Interests:

<b>Class</b>	<b>Designation</b>	<b>Treatment</b>	<b>Entitled to Vote</b>
1(a)	Priority Tax Claims against BSC	Unimpaired	No (Presumed to accept)
1(b)	Priority Tax Claims against BGI	Unimpaired	No (Presumed to accept)
1(c)	Priority Tax Claims against ABI	Unimpaired	No (Presumed to accept)
1(d)	Priority Tax Claims against BSI	Unimpaired	No (Presumed to accept)
1(e)	Priority Tax Claims against BST	Unimpaired	No (Presumed to accept)
2(a)	Priority Non-Tax Claims against BSC	Unimpaired	No (Presumed to accept)
2(b)	Priority Non-Tax Claims against BGI	Unimpaired	No (Presumed to accept)
2(c)	Priority Non-Tax Claims against ABI	Unimpaired	No (Presumed to accept)
2(d)	Priority Non-Tax Claims against BSI	Unimpaired	No (Presumed to accept)
2(e)	Priority Non-Tax Claims against BST	Unimpaired	No (Presumed to accept)
3(a)	Other Secured Claims against BSC	Unimpaired	No (Presumed to accept)
3(b)	Other Secured Claims against BGI	Unimpaired	No (Presumed to accept)
3(c)	Other Secured Claims against ABI	Unimpaired	No (Presumed to accept)
3(d)	Other Secured Claims against BSI	Unimpaired	No (Presumed to accept)
3(e)	Other Secured Claims against BST	Unimpaired	No (Presumed to accept)
4(a)	General Unsecured Claims against BSC	Impaired	Yes
4(b)	General Unsecured Claims against BGI	Impaired	Yes
4(c)	General Unsecured Claims against ABI	Impaired	Yes
4(d)	General Unsecured Claims against BSI	Impaired	Yes

4(e)	General Unsecured Claims against BST	Impaired	Yes
5(a)	Subordinated Securities Claims against BSC	Impaired	No (Deemed to reject)
5(b)	Subordinated Securities Claims against BGI	Impaired	No (Deemed to reject)
5(c)	Subordinated Securities Claims against ABI	Impaired	No (Deemed to reject)
5(d)	Subordinated Securities Claims against BSI	Impaired	No (Deemed to reject)
5(e)	Subordinated Securities Claims against BST	Impaired	No (Deemed to reject)
6(a)	Intercompany Interests in BGI	Impaired	No (Deemed to reject)
6(b)	Intercompany Interests in ABI	Impaired	No (Deemed to reject)
6(c)	Intercompany Interests in BSI	Impaired	No (Deemed to reject)
6(d)	Intercompany Interests in BST	Impaired	No (Deemed to reject)
7(a)	Equity Interests in BSC	Impaired	No (Deemed to reject)

16. As set forth above, holders of Claims in Classes 4(a), 4(b), 4(c), 4(d), and 4(e) (the “**Voting Classes**”), consisting of General Unsecured Claims against each of the respective Debtors, are the only holders of Claims or Interests entitled to vote on the Plan. All other holders of Claims or Interests are not entitled to vote on the Plan because such holders either have (i) a Claim that will be satisfied in full and therefore not classified under the Plan, (ii) a Claim that is unimpaired under the Plan and conclusively presumed to accept the Plan under section 1126(f) of the Bankruptcy Code or (iii) a Claim or Interest that is impaired under the Plan, not receiving a distribution, and deemed to reject the Plan under section 1126(g) of the Bankruptcy Code.

17. In light of the Creditors’ Committee’s support of the Plan, the Debtors seek to move forward expeditiously with the solicitation of votes and a hearing on final approval of the Disclosure Statement and confirmation of the Plan in an effort to minimize the continuing accrual of administrative expenses. For the reasons set forth herein, the Debtors believe approval of the Disclosure Statement is in the best interests of the Debtors and all parties in interest in these chapter 11 cases.

**Relief Requested**

18. By this Motion, and pursuant to sections 105, 1125, 1126, and 1128 of the Bankruptcy Code, Bankruptcy Rules 2002, 3016, 3017, 3018, 3020, and 9006, and Rules 3017,

3018, and 3020 of the Local Bankruptcy Rules for the Eastern District of Missouri (the “**Local Rules**”), the Debtors seek an order:

- (i) exercising the Court’s discretion under Bankruptcy Rule 9006(c) to reduce the twenty-eight (28) day objection period mandated by Bankruptcy Rules 3017(a) and 2002 and Local Rule 3017(B) by five (5) days, so that parties have twenty-three (23) days to file objections to the Disclosure Statement;
- (ii) approving the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code;
- (iii) establishing notice and objection procedures for the Confirmation Hearing (as defined below), including approval of the form of notice annexed to this Motion as **Exhibit B**;
- (iv) approving the Solicitation Packages (as defined below) and procedures for the distribution thereof;
- (v) approving the Solicitation Procedures, the Voting Procedures, and the Tabulation Procedures (each as defined herein) set forth herein; and
- (vi) granting related relief, all as more fully set forth in the Motion.

19. A proposed order approving the relief requested in this Motion (the “**Proposed Disclosure Statement Order**”) can be found at <http://www.kccllc.net/Briggs>, the website established by the Debtors’ claims and noticing agent, Kurtzman Carson Consultants, LLC (“**KCC**”), for the Debtors’ chapter 11 cases.

20. By the Proposed Disclosure Statement Order, the Debtors seek approval of the following key dates related to the Disclosure Statement and Plan:<sup>2</sup>

Event	Proposed Date
Disclosure Statement Objection Deadline	November 2, 2020 (Monday) at 5:00 p.m.
Deadline to File (i) Reply to Disclosure Statement Objection(s) and (ii) Statements in Support of Approval of Disclosure Statement	November 6, 2020 (Friday) at 5:00 p.m.

<sup>2</sup> All proposed times set forth in the table below are in Prevailing Central Time.

<b>Event</b>	<b>Proposed Date</b>
Disclosure Statement Hearing	November 9, 2020 (Monday) at 10:00 a.m.
Voting Record Date	November 9, 2020 (Monday)
Service of Notice of Confirmation Hearing	November 12, 2020 (Wednesday)
Solicitation Deadline	November 16, 2020 (Monday)
Publication Deadline	November 17, 2020 (Tuesday)
Deadline to File Rule 3018(a) Motions	December 1, 2020 (Tuesday)
Plan Supplement Filing	December 4, 2020 (Wednesday)
Deadline to File Objections to Confirmation of Plan	December 11, 2020 (Friday) at 5:00 p.m.
Voting Deadline	December 11, 2020 (Friday) at 5:00 p.m.
Deadline to File Voting Report	December 15, 2020 (Tuesday) at 9:00 a.m.
Deadline to File (i) Reply to Plan Objection(s), (ii) Brief in Support of Plan Confirmation, and (iii) Statements in Support of Confirmation	December 16, 2020 (Wednesday) at 5:00 p.m.
Plan Confirmation Hearing	December 18, 2020 (Friday) at 9:00 a.m.

21. For the Court’s further reference, the Debtors have provided the below list of the various exhibits cited throughout this Motion:

<b>Document</b>	<b>Exhibit</b>
Disclosure Statement Notice	<b><u>Exhibit A</u></b> to this Motion
Confirmation Hearing Notice	<b><u>Exhibit B</u></b> to this Motion
Form of Ballot – General Unsecured Claims (Other Than Unsecured Notes)	<b><u>Exhibit C-1</u></b> to this Motion
Beneficial Holder Ballot – General Unsecured Claims (Unsecured Notes)	<b><u>Exhibit C-2</u></b> to this Motion
Master Ballot – General Unsecured Claims (Unsecured Notes)	<b><u>Exhibit C-3</u></b> to this Motion
Notice of Non-Voting Status – Unimpaired Classes	<b><u>Exhibit D</u></b> to this Motion
Notice of Non-Voting Status – Impaired Classes (Classes 5(a)-5(e) – Subordinated Securities Claims)	<b><u>Exhibit E</u></b> to this Motion
Notice of Non-Voting Status – Impaired Classes (Class 7(a) – Equity Interests in BSC)	<b><u>Exhibit F</u></b> to this Motion



**Relief Requested Should be Granted**

**I. NOTICE OF DEADLINE AND PROCEDURES TO OBJECT TO PROPOSED DISCLOSURE STATEMENT SHOULD BE APPROVED**

21. Bankruptcy Rules 3017(a) and 2002 and Local Rule 3017(B) require that twenty-eight (28) days' notice be given by mail to all creditors of the time fixed for filing objections and the hearing to approve a disclosure statement, subject to the Bankruptcy Court's discretion to shorten such period under Bankruptcy Rule 9006(c)(1). Local Rule 3017(C) requires that any objections to the Disclosure Statement be filed and served no later than seven (7) days before the hearing to consider the Disclosure Statement (the "**Disclosure Statement Hearing**").

22. On October 10, 2020, the Debtors will serve a notice of the hearing on this Motion (the "**Disclosure Statement Notice**"), by electronic transmission, overnight mail, or first class mail upon all parties required to be noticed pursuant to Bankruptcy Rules 2002 and 3017 (the "**Notice Parties**"). The Disclosure Statement Notice is in a form in substantial conformity with Local Form 14 and is annexed hereto as **Exhibit A**.

23. In accordance with Local Rule 3017(B), the Disclosure Statement Notice explains that, upon written request to KCC, the Debtors' voting agent (the "**Voting Agent**"), the Debtors will provide, at no charge to the requesting party, copies of the proposed Disclosure Statement and Plan. Such requests shall be made to the Voting Agent at the following address or e-mail:

<b>If by standard or overnight mail or hand delivery:</b>	<b>If by e-mail</b>
Briggs Ballot Processing Center c/o KCC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245	<a href="mailto:BriggsInfo@kcellc.com">BriggsInfo@kcellc.com</a>

24. Moreover, copies of the Disclosure Statement and Plan are on file with the Office of the Clerk of the Bankruptcy Court for review during normal business hours and are also

available on website maintained for the Debtors by the Voting Agent, KCC, at <http://www.kccllc.net/Briggs>.

25. The Debtors request that this Court set November 2, 2020 at 5:00 p.m. (Prevailing Central Time) as the deadline to file objections to the Disclosure Statement (the “**Disclosure Statement Objection Deadline**”), thereby shortening the notice period for creditors to file objections to the Disclosure Statement by five (5) days, to twenty-three (23) days. The Debtors submit that there is “cause” to reduce the objection period, pursuant to 9006(c). First, the information provided by the Disclosure Statement Notice will allow creditors to access the Disclosure Statement immediately for purposes of formulating any objections they may have. Second, in light of the consensual nature of the Plan, the Debtors’ key constituents, including the Creditors’ Committee and the PBGC, are already familiar with the Plan and the Disclosure Statement and the Debtors are not aware of any parties that are likely to object to the Disclosure Statement. Third, because the Debtors sold substantially all of their assets and are proposing a liquidating plan, the Plan is less complex than a typical chapter 11 plan of reorganization. Fourth, and most significantly, the shortened notice period will enable the Debtors to pursue a confirmation schedule that puts them on track to have their Plan confirmed by the end of the calendar year, while still maintaining the seven (7) day period between the objection deadline and the Disclosure Statement Hearing, as proscribed by Local Rule 3017(C). An expedient plan confirmation schedule will minimize administrative expenses that might otherwise be incurred by the estate, thereby increasing recoveries to unsecured creditors. Given the holidays at the end of December, without shortening the notice period by a few days, as the Debtors are requesting, the confirmation and consummation of the Plan would likely be delayed by up to three weeks. Courts in this jurisdiction have granted similar requests for relief. *See, e.g., Abengoa Bioenergy US Holding, LLC, et al.*, Case No. 16-141161 [Docket Nos. 945, 974] (shortening notice period between service

of the disclosure statement notice and the disclosure statement objection deadline by one day and shortening the period between the objection deadline and the disclosure statement hearing by six days); *Payless Holdings LLC, et. al.*, Case No. 19-40883-659 [Docket Nos. 1463, 1502] (waiving Local Rule 3017(C) and shortening the period between the disclosure statement objection deadline and the disclosure statement hearing by five days).

26. The Debtors seek to hold the Disclosure Statement Hearing on November 9, 2020 at 10:00 a.m. (Prevailing Central Time). Thus, if the Debtors' proposed schedule is approved, the Disclosure Statement Notice will provide the Notice Parties with at least thirty (30) days' notice of the Disclosure Statement Hearing and at least twenty-three (23) days' notice of the procedures and deadline for filing responses and objections to the Disclosure Statement. As mentioned above, and in accordance with Local Rule 3017(C), the proposed deadline for filing objections to the Disclosure Statement, November 2, 2020 is seven (7) days prior to the Disclosure Statement Hearing.

27. The proposed notice periods will facilitate an expeditious resolution of these chapter 11 cases and will minimize administrative expenses that may otherwise be incurred by the estate. Accordingly, the Debtors believe that the proposed notice provides parties in interest with sufficient notice of the Disclosure Statement Hearing and the deadline to object to the Disclosure Statement and request that the Court approve such notice as adequate.

28. The Debtors request that the Court direct, that responses and objections, if any, to the Disclosure Statement must:

- (a) be in writing;
- (b) conform to the Bankruptcy Rules and the Local Rules;
- (c) set forth the name of the objecting party, the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors' estates or property;

- (d) set forth the basis for the objection and the specific grounds therefor, and provide proposed language that, if accepted and incorporated by the Debtors, would obviate such objection; and
- (e) be filed, together with proof of service.

29. Furthermore, the Debtors request that registered users of the Bankruptcy Court's case filing system shall electronically file their objections and responses. All other parties in interest must file their objections and responses in writing with the United States Bankruptcy Court Clerk's Office, 111 S. 10th Street, 4th Floor, St. Louis, Missouri 63102.

## **II. DISCLOSURE STATEMENT CONTAINS ADEQUATE INFORMATION AND SHOULD BE APPROVED**

30. Pursuant to section 1125 of the Bankruptcy Code, a plan proponent must provide holders of impaired claims and equity interests with "adequate information" regarding a proposed chapter 11 plan. In that regard, section 1125(a)(1) of the Bankruptcy Code provides:

"[A]dequate information" means information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor's books and records, including a discussion of the potential material Federal tax consequences of the plan to the debtor, any successor to the debtor, and a hypothetical investor typical of the holders of claims or interests in the case, that would enable such a hypothetical investor of the relevant class to make an informed judgment about the plan . . . .

11 U.S.C. § 1125(a)(1). Thus, a disclosure statement must, as a whole, provide information that is reasonably calculated to permit an informed judgment by impaired creditors or equity interest holders entitled to vote on a plan of reorganization. *See In re Monnier Bros.*, 755 F. 2d 1336, 1342 (8th Cir. 1985) ("The primary purpose of a disclosure statement is to give the creditors the information they need to decide whether to accept the plan"); *In re Apex Oil Co.*, 101 B.R. 92, 98 (Bankr. E.D. Mo. 1989) ("The disclosure statement is primarily a source of information upon which creditors make an informed judgment about the merits of a plan of reorganization"); *In re*

*Medley*, 58 B.R. 255, 256 (Bankr. E.D. Mo. 1986) (a debtor’s disclosure statement did not contain adequate information where the disclosure statement was a “superficial outline rather than a means for providing detailed information such that a hypothetical reasonable investor may make an information judgment about the plan”).

31. The Bankruptcy Code’s disclosure requirements are “intended to be flexible.” *In re Monnier Bros.*, 755 F. 2d 1336, 1342 (8th Cir. 1985). In interpreting the Bankruptcy Code’s disclosure requirements, the Eight Circuit quoted the legislative history, as follows:

Precisely what constitutes adequate information in any particular instance will develop on a case by case basis. Courts will take a practical approach as to what is necessary under the circumstances of each case, such as the costs of preparation of the statements, the need for relative speed in solicitation and confirmation, and, of course, the need for investor protection . . . . In reorganization cases, there is frequently great uncertainty. Therefore the need for flexibility is greatest.

*Id.* (quoting H.R. Rep. No. 95-595, at 408-09 (1977)). As such, in examining the adequacy of the information contained in a disclosure statement, the Court has broad discretion. *See In re Dakota Rail Inc.*, 104 B.R 138, 143 (Bankr. D. Minn. 1989) (bankruptcy court has “wide discretion to determine . . . whether a disclosure statement contains adequate information, without burdensome, unnecessary, and cumbersome detail”).

32. In determining whether a disclosure statement contains adequate information, courts generally examine a list of factors, including, but not limited to, whether the disclosure statement contains the following types of information, as applicable:

- (1) the events which led to the filing of a bankruptcy petition;
- (2) a description of the available assets and their value;
- (3) the anticipated future of the company;
- (4) the source of information stated in the disclosure statement;

- (5) a disclaimer;
- (6) the present condition of the debtor while in Chapter 11;
- (7) the scheduled claims;
- (8) the estimated return to creditors under a Chapter 7 liquidation;
- (9) the accounting method utilized to produce financial information and the name of the accountants responsible for such information;
- (10) the future management of the debtor;
- (11) the Chapter 11 plan or a summary thereof;
- (12) the estimated administrative expenses, including attorneys' and accountants' fees;
- (13) the collectability of accounts receivable;
- (14) financial information, data, valuations or projections relevant to the creditors' decision to accept or reject the Chapter 11 plan;
- (15) information relevant to the risks posed to creditors under the plan;
- (16) the actual or projected realizable value from recovery of preferential or otherwise voidable transfers;
- (17) litigation likely to arise in a nonbankruptcy context;
- (18) tax attributes of the debtor; and
- (19) the relationship of the debtor with the affiliates.

*In re Puff*, 2011 Bankr. LEXIS 2445 at \*9-10 (N.D. Iowa 2011); *In re Dakota Rail, Inc.*, 104 B.R. 138, 142 (Bankr. D. Minn. 1989); *In re Scioto Valley Mortgage Co.*, 88 B.R. 1680170-71 (Bankr. S.D. Ohio 1988).

33. The Disclosure Statement provides may of the types of information identified in the applicable categories above, including, but not limited to:

- (a) the events which led to the filing of a bankruptcy petition (Section III);
- (b) a description of the available assets and their value (Section IV(M));
- (c) the present condition of the debtor while in Chapter 11 (Section II);

- (d) the scheduled claims (Section IV(N));
- (e) the estimated return to creditors under a Chapter 7 liquidation (Exhibit B);
- (f) the future management of the debtor (Section IV(P));
- (g) the Chapter 11 plan or a summary thereof (Section V);
- (h) the estimated administrative expenses, including attorneys' and accountants' fees (Exhibit B);
- (i) financial information, data, valuations or projections relevant to the creditors' decision to accept or reject the Chapter 11 plan (Exhibits B-C);
- (j) information relevant to the risks posed to creditors under the plan (Section VIII);
- (k) tax attributes of the debtor (Section VII); and
- (l) the relationship of the debtor with the affiliates (Section II(B)).

34. Based on the foregoing, the Debtors submit that the Disclosure Statement contains adequate information for a voting party to make an informed judgment regarding whether to vote to accept or reject the Plan, and therefore satisfies the requirements of section 1125 of the Bankruptcy Code. Thus, the Debtors respectfully request that the Court approve the Disclosure Statement as containing adequate information in satisfaction of the requirements of section 1125 of the Bankruptcy Code.

35. Accordingly, the Debtors respectfully request that the Court approve the Disclosure Statement.

### **III. PROPOSED DISCLOSURE STATEMENT PROVIDES ADEQUATE NOTICE OF RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS**

36. Pursuant to Bankruptcy Rule 3016(c), “[i]f a plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy Code, the plan and disclosure

statement shall describe in specific and conspicuous language (bold, italic, or underlined text) all acts to be enjoined and identify the entities that would be subject to the injunction.” Fed. R. Bankr. P. 3016(c).

37. The Plan includes injunctions, releases, and exculpations in Sections 10.4, 10.5, 10.6, 10.7, 10.8, and 10.9 of the Plan. The Disclosure Statement in Section I describes in detail the releases provided under the Plan, the entities to be providing such releases, the entities to be released (including any applicable procedures for opting out of granting such a release), and the Claims and causes of action to be released. Additionally, Section I sets forth the terms of the proposed exculpation provision under the Plan and the proposed injunction related to the release and exculpation provisions in the Plan. Each of the foregoing sections is set forth in the Disclosure Statement in conspicuous, bold print. Accordingly, the Debtors respectfully submit that the Disclosure Statement complies with Bankruptcy Rule 3016(c).

#### **IV. ESTABLISHING A RECORD DATE**

38. Bankruptcy Rule 3017(d) provides that for the purposes of soliciting votes in connection with the confirmation of a chapter 11 plan, “creditors and equity holders shall include holders of stock, bonds, debentures, notes, and other securities of record on the date the order approving the disclosure statement is entered or another date fixed by the court, for cause, after notice and a hearing.” Fed. R. Bankr. P. 3017(d). Bankruptcy Rule 3018(a) provides, in relevant part, that: “A plan must be accepted or rejected in accordance with § 1126 of the [Bankruptcy] Code within the time fixed by the Court pursuant to Rule 3017.” Fed. R. Bankr. P. 3018(a).

39. Accordingly, the Debtors propose that the record date for purposes of determining which eligible holders of Claims are entitled to vote on the Plan or receive notice of the Confirmation Hearing be set as November 9, 2020 (the “**Voting Record Date**”). The establishment of the Voting Record Date is appropriate to facilitate the determination of which



entities are entitled to vote to accept or reject the Plan and has no effect on who is entitled to receive distributions under the Plan.

**V. ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR CONFIRMATION OF THE PLAN**

**A. Setting the Confirmation Hearing**

40. Bankruptcy Rule 3017(c) provides:

On or before approval of the disclosure statement, the court shall fix a time within which the holders of claims and interests may accept or reject the plan and may fix a date for the hearing on confirmation.

Fed. R. Bankr. P. 3017(c).

41. Bankruptcy Rule 2002(b) provides:

. . . the clerk, or some other person as the court may direct, shall give the debtor, the trustee, all creditors and indenture trustees not less than 28 days' notice by mail of the time fixed . . . for filing objections and the hearing to consider confirmation of a chapter 9 or chapter 11 plan . . . .

Fed. R. Bankr. P. 2002(b).

42. In accordance with Bankruptcy Rules 2002(b) and 3017(c), and in view of the Debtors' proposed solicitation schedule outlined herein, the Debtors request that a hearing on confirmation of the Plan (the "**Confirmation Hearing**") be scheduled on December 18, 2020, at 10:00 a.m. (Prevailing Central Time) which is approximately thirty-six (36) days after the anticipated date for service of the Confirmation Hearing Notice (as defined below).

43. The Confirmation Hearing may be continued from time to time by the Court or the Debtors without further notice, except for adjournments announced in open Court or as indicated in any notice of agenda of matters scheduled for hearing filed with the Court. The proposed date for the Confirmation Hearing complies with the Bankruptcy Rules and enables the Debtors to pursue consummation of the Plan in a timely manner.

**B. Establishing Procedures for Notice of the Confirmation Hearing**

21. Bankruptcy Rules 2002(b) and (d), and Local Rule 3017(D) require not less than twenty-eight (28) days' notice of the time fixed for filing objections and the hearing to consider confirmation of a chapter 11 plan. Bankruptcy Rule 9007 provides, "[w]hen notice is to be given under these rules, the court shall designate, if not otherwise specified herein, the time within which, the entities to whom, and the form and manner in which the notice shall be given." Fed. R. Bankr. P. 9007.

22. In accordance with Bankruptcy Rules 2002, 3017(d), and 9007, and Local Rule 3017(D), the Debtors propose to provide to all known holders of Claims and Interests notice in a form in substantial conformity with Local Form 15, annexed hereto as **Exhibit B** (the "**Confirmation Hearing Notice**"), which includes: (i) the Voting Deadline (as defined below) for the submission of Ballots (as defined below) to accept or reject the Plan; (ii) the Plan Objection Deadline (as defined below); (iii) the time, date, and place for the Confirmation Hearing; and (iv) information about viewing the Plan and Disclosure Statement.

23. Bankruptcy Rule 2002(l) permits the Court to "order notice by publication if it finds that notice by mail is impracticable or that it is desirable to supplement the notice." Fed. R. Bankr. P. 2002(l). In addition to mailing the Confirmation Hearing Notice, the Debtors propose to publish the Confirmation Hearing Notice on November 17, 2020 (the "**Publication Deadline**") once in the national edition of *The New York Times* and once in the *St. Louis Post Dispatch*. Additionally, the Confirmation Hearing Notice will be available electronically on the website maintained for the Debtors by the Voting Agent, at <http://www.kccllc.net/Briggs>. The Debtors believe that publication of the Confirmation Hearing Notice as provided above will provide sufficient notice of the time, date, and place of the Confirmation Hearing to persons who do not otherwise receive notice by mail as provided for in the Proposed Disclosure Statement Order.

24. The Debtors submit that the foregoing procedures will provide adequate notice of the Confirmation Hearing and, accordingly, request that the Court deem such notice as adequate under the circumstances.

### **C. Plan Supplement**

25. Pursuant to the Plan, the Debtors intend to file a “Plan Supplement” consisting of a supplemental appendix to the Plan containing, among other things, forms or terms term sheets of applicable documents, schedules and exhibits to the Plan, including, but not limited to, the following: (i) the Plan Administrator Agreement and (ii) corporate governance and organizational documents.

26. Consistent with the Plan, the Debtors request that they file the Plan Supplement by December 4, 2020 (the “**Plan Supplement Filing Deadline**”), which is seven (7) days prior to the Plan Objection Deadline (as defined below); *provided*, that through the Effective Date, the Debtors shall have the right to amend any documents contained in, and exhibits to, any Plan Supplement.

### **D. Establishing Procedures for Objections to the Plan**

27. Pursuant to Bankruptcy Rule 3020(b)(1), objections to confirmation of a plan must be filed and served “within a time fixed by the court.” Fed. R. Bankr. P. 3020(b)(1). Local Rule 3020(A) requires that objections to confirmation of a plan be filed no later than seven (7) days before the Confirmation Hearing.

28. The Confirmation Hearing Notice shall be served on all Notice Parties on November 12, 2020. The Debtors request that objections to plan confirmation be filed no later than December 11, 2020 at 5:00 p.m. (Prevailing Central Time) (the “**Plan Objection Deadline**”), which is twenty-nine (29) days after the deadline for service of the Confirmation Hearing Notice and seven (7) days before the Confirmation Hearing.

29. The Debtors request that the Court direct that responses and objections, if any, to confirmation of the Plan must:

- (a) be in writing
- (b) state the name and address of the objecting party and the amount and nature of the Claim or Interest held or asserted by the objecting party;
- (c) state with particularity the basis and nature of any objection;
- (d) conform to the Bankruptcy Rules and the Local Rules;
- (e) be filed with the Bankruptcy Court (i) by registered users of the Bankruptcy Court's case filing system, electronically in accordance with the Bankruptcy Rules and the Local Rules and (ii) by all other parties in interest, on a CD-ROM or USB flash drive, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court, to the extent applicable; and
- (f) be filed and served so as to be received no later than December 11, 2020 by the Court and the Notice Parties.

30. The Confirmation Hearing Notice sets forth the above procedures for objections to confirmation of the Plan.

31. The Debtors further request that the Court set December 16, 2020 at 5:00 p.m. (Prevailing Central Time), as the deadline for the Debtors to file and serve their brief in support of confirmation and for the Debtors and other parties in interest to file and serve replies or any omnibus replies to any objections to confirmation of the Plan.

32. The proposed timing for service of objections, if any, will afford the Court and the Debtors sufficient time to consider the objections before the Confirmation Hearing, and will provide the Debtors sufficient time to try to resolve such objections and file a reply with the Court, if necessary. Accordingly, the Debtors request that the Court approve this schedule.

## VI. SOLICITATION PACKAGES AND PROCEDURES FOR DISTRIBUTION SHOULD BE APPROVED

33. Bankruptcy Rule 3017(d) sets forth the materials that must be provided to holders of Claims and Interests for the purpose of soliciting their votes and providing adequate notice of a hearing on confirmation of a chapter 11 plan:

Upon approval of a disclosure statement,—except to the extent that the court orders otherwise with respect to one or more unimpaired classes of creditors or equity security holders—the debtor in possession, trustee, proponent of the plan, or clerk as the court orders shall mail to all creditors and equity security holders, and in a chapter 11 reorganization case shall transmit to the United States trustee,

- (1) the plan or a court-approved summary of the plan;
- (2) the disclosure statement approved by the court;
- (3) notice of the time within which acceptances and rejections of the plan may be filed; and
- (4) any other information as the court may direct, including any court opinion approving the disclosure statement or a court-approved summary of the opinion.

In addition, notice of the time fixed for filing objections and the hearing on confirmation shall be mailed to all creditors and equity security holders in accordance with Rule 2002(b), and a form of ballot conforming to the appropriate Official Form shall be mailed to creditors and equity security holders entitled to vote on the plan.

Fed. R. Bankr. P. 3017(d).

34. After the Court has approved the Disclosure Statement as containing adequate information as required by section 1125 of the Bankruptcy Code, the Debtors propose to mail, or cause to be mailed, copies of the following materials in connection with voting on the Plan (the “**Solicitation Packages**”):

- (a) With respect to holders of Claims in the Voting Classes, *i.e.*, Classes 4(a), 4(b), 4(c), 4(d), and 4(e) – General Unsecured Claims against each Debtor, which Classes are impaired and entitled to vote on the Plan:
  - (i) Order approving this Motion (without any exhibits);

- (ii) Disclosure Statement;
  - (iii) Plan;
  - (iv) any letter(s) from the Creditors' Committee recommending acceptance of the Plan; and
  - (v) an appropriate form of Ballot and appropriate return envelope with prepaid postage.<sup>3</sup>
- (b) With respect to holders of Claims or Interests in Classes 1(a) through 1(e) – Priority Tax Claims against each Debtor, Classes 2(a) through 2(e) – Priority Non-Tax Claims against each Debtor, and Classes 3(a) through 3(e) – Other Secured Claims against each Debtor, which Classes are unimpaired, presumed to accept the Plan, and not entitled to vote on the Plan:
- (i) Notice of Non-Voting Status – Unimpaired Classes.
- (c) With respect to holders of Claims or Interests in Classes 5(a) through 5(e) – Subordinated Securities Claims against each Debtor, and Class 7(a) – Equity Interests in BSC, that are impaired, deemed to reject the Plan, and not entitled to vote on the Plan:
- (i) Notice of Non-Voting Status – Impaired Classes.

35. The Debtors propose to mail, or cause to be mailed, the Solicitation Packages no later than November 16, 2020 (the “**Solicitation Deadline**”).

36. To save substantial costs to the Debtors' estates, the Debtors request that they be authorized, but not directed, to distribute the Plan, the Disclosure Statement, and the order approving this Motion in electronic format (*i.e.* on a USB flash drive).

37. Consistent with sections 1126(f) and 1126(g) of the Bankruptcy Code, Bankruptcy Rule 3017(d), and Local Rule 3017(D), holders of Claims or Interests in the following Classes that are conclusively presumed to accept or deemed to reject the Plan under sections 1126(f) and 1126(g) of the Bankruptcy Code, respectively, will not receive a Ballot: Classes 1(a) through 1(e) – Priority Tax Claims, Classes 2(a) through 2(e) – Priority Non-Tax Claims, Classes 3(a) through 3(e) – Other Secured Claims, Classes 5(a) through 5(e) – Subordinated Securities

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<sup>3</sup> See VII.A, *infra*, for a explanation of the form of Ballot that will go to each holder of a Claim.

Claims, Classes 6(a) through 6(d) – Intercompany Interests, and Class 7(a) – Equity Interests in BSC (collectively, the “**Non-Voting Classes**”). Rather, because the Non-Voting Classes are deemed to have accepted or rejected the Plan, in an effort to conserve the resources of the Debtors’ estates, the Debtors propose to send to holders of such Claims or Interests a notice of non-voting status, substantially in the form annexed hereto as **Exhibit D** (“**Notice of Non-Voting Status – Unimpaired Classes**”) or **Exhibit E** (“**Notice of Non-Voting Status – Impaired Classes**”), as applicable, which sets forth the manner for obtaining a copy of the Plan and Disclosure Statement; *provided, however*, with respect to holders of Interests in Classes 6(a) through 6(d) – Intercompany Interests, which Classes are not entitled to vote on the Plan and are deemed to reject the Plan and which holders are all Debtors holding Intercompany Interests in other Debtors, pursuant to section 105(a) of the Bankruptcy Code, each Debtor holder of an Intercompany Interest will be deemed to have received all notices upon entry of the Proposed Disclosure Statement Order without actual delivery of such notices.

38. The Notices of Non-Voting Status provide (i) notice of the Court’s approval of the Disclosure Statement, (ii) notice of the filing of the Plan and solicitation process, (iii) notice of the holders’ non-voting status, (iv) information about how to obtain copies of the Disclosure Statement and Plan, (v) the full text of the release, exculpation, and injunction provisions set forth in Sections 10.4 through 10.9 of the Plan and (vi) information about how to opt-out of the releases contained in Section 10.6 of the Plan (the “**Voluntary Releases**”). Section 10.6 of the Plan provides that the following holders of Claims in Non-Voting Classes will release the Released Parties from any and all Claims and Causes of Action: all holders of Claims who are deemed to accept or reject the Plan, are provided with a notice of non-voting status providing them with the right to opt-out of the releases contained in Section 10.6, and do not elect to exercise such right. The Notices of Non-Voting Status advise holders in the Non-Voting Classes that they will be

bound by the Voluntary Releases unless such holder timely completes and returns the opt out form (“**Opt Out Form**”) included with the Notice of Non-Voting Status.

39. As mentioned above, the Non-Voting Classes will also receive the Confirmation Hearing Notice. The Debtors request that the Court determine that the Debtors are not required to distribute copies of the Plan or Disclosure Statement to any holder of a Claim or Interest in a Non-Voting Class unless otherwise requested in writing on or before December 2, 2020, which is seven (7) days prior to the Plan Objection Deadline. As set forth in the Confirmation Hearing Notice, written requests for copies of the Plan or Disclosure Statement must be explicit and shall be sent to the Voting Agent at the following address or e-mail:

<b>If by standard or overnight mail or hand delivery:</b>	<b>If by e-mail</b>
Briggs Ballot Processing Center c/o KCC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245	<a href="mailto:BriggsInfo@kcellc.com">BriggsInfo@kcellc.com</a>

40. In addition, to avoid duplication and reduce expenses, the Debtors propose that creditors that have filed (i) duplicate or multiple Claims against the Debtors that are classified under the Plan in the same Class, or (ii) Claims that amend or supersede previously filed Claims, should be required to receive only one Solicitation Package and one Ballot for voting their Claims with respect to that Class.

41. The Debtors anticipate that some notices may be returned by the United States Postal Service as undeliverable. The Debtors believe that it would be costly and wasteful to mail such notices to the same addresses to which previous notices have been returned as undeliverable. Therefore, the Debtors seek the Court’s approval for a departure from the strict notice rule, excusing the Debtors from mailing such notices to those persons listed at such addresses unless the Debtors are provided with accurate addresses for such persons by November 28, 2020, which is twenty (20) days before the Confirmation Hearing.



42. The Debtors further request authority to make non-substantive changes to the Disclosure Statement, the Plan, and related documents without further order of the Court, including ministerial changes to correct typographical and grammatical errors, and to make conforming changes among the Disclosure Statement, the Plan, and any other materials in the Solicitation Packages prior to mailing.

43. The Debtors submit that they have shown good cause for implementing the proposed notice and service procedures (collectively, the “**Solicitation Procedures**”), and request that the Court approve such notice as adequate under the circumstances.

## **VII. APPROVING FORMS OF BALLOTS AND ESTABLISHING PROCEDURES FOR VOTING ON THE PLAN**

### **A. Approval of Forms of Ballot and Distribution Thereof**

44. Bankruptcy Rule 3017(d) requires the Debtors to mail a form of ballot, which substantially conforms to Official Form No. B 314, only to “creditors and interest holders entitled to vote on the plan.” Fed. R. Bankr. P. 3017(d). The Debtors intend to distribute to holders of Claims or Interests in Voting Classes ballots substantially in the forms annexed hereto as Exhibits C-1, C-2, and C-3 (collectively, the “**Ballots**”), which are incorporated herein by reference. Although the Ballots are based on Official Bankruptcy Form No. B 314, they have been modified to address the specific circumstances of these chapter 11 cases and to include certain additional information that the Debtors believe is relevant and appropriate for each Voting Class.

45. All holders of Claims or Interests in Voting Classes will receive Ballots that include an opt-out election regarding certain non-debtor release provisions in the Plan (the “**Voluntary Releases**”). If you (i) vote to accept the Plan or (ii) do not opt out of granting the releases set forth in the Plan, you shall be deemed to have consented to the releases contained in **Section 10.6** of the Plan.

46. The Debtors propose to distribute a form of Ballot to all holders of General Unsecured Claims in Voting Classes 4(a) through 4(e) – General Unsecured Claims against each Debtor, other than holders of Unsecured Notes Claims (the “**General Unsecured Claim (Other Than Unsecured Notes) Ballot**”). The General Unsecured Claim (Other Than Unsecured Notes) Ballot is annexed hereto as **Exhibit C-1**.

47. The Debtors propose to distribute the following two forms of Ballots to holders of Unsecured Notes Claims<sup>4</sup> in Class 4(a) – Unsecured Claims Against BSC, Class 4(b) – General Unsecured Claims against BGI, and Class 4(c) – General Unsecured Claims against ABI: (i) a form of Ballot for a beneficial owner of an Unsecured Notes Claim (a “**Beneficial Holder**” and the corresponding ballot, the “**Beneficial Holder Ballot**”), annexed hereto as **Exhibit C-2** and (ii) a form of Ballot for the bank, broker, or other financial institution that holds the Unsecured Notes “in street name” at the Depository Trust Company (“**DTC**”) on behalf of the Beneficial Holder (the “**Nominee**”) (or agent thereof) to transmit the votes of one or more beneficial owners (the “**Master Ballot**”), annexed hereto as **Exhibit C-3**.

48. The Debtors request that the Court require the Nominee, upon receipt of the Solicitation Packages, to distribute such Solicitation Packages (including Beneficial Holder Ballots) to Beneficial Holders using the following method promptly, but in any case, within three (3) business days of receipt of the Solicitation Packages:

The Nominee shall obtain the votes of Beneficial Holders by forwarding to the Beneficial Holders the unsigned Beneficial Holder Ballots, together with the Solicitation Package, a pre-addressed, postage-paid return envelope provided by, and addressed to, the Nominee, and other materials requested to be forwarded. Each such Beneficial Holder must then indicate her, his, or its vote on the Beneficial Holder Ballot, complete the information requested on the Beneficial Holder Ballot, review the certifications contained on the Beneficial Holder Ballot, execute the

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<sup>4</sup> “Unsecured Notes Claims” means any Claims arising under the Unsecured Notes Indenture against BSC, as issuer, and ABI and BGI, as guarantors. *Plan*, § 1.111.

Beneficial Holder Ballot, and return the Beneficial Holder Ballot to the Nominee. After collecting the Beneficial Holder Ballots, the Nominee should, in turn, complete the Master Ballot compiling the votes and other information from the Beneficial Holder Ballots, execute the Master Ballot, and deliver the Master Ballot to the Voting Agent so that it is RECEIVED by the Voting Agent on or before the Voting Deadline. Each Nominee should advise its Beneficial Holders to return their Beneficial Holder Ballots to the Nominee by a date calculated by the Nominee to allow it sufficient time to prepare and return the Master Ballot to the Voting Agent so that it is RECEIVED by the Voting Agent on or before the Voting Deadline. For the avoidance of doubt, if it is the Nominee's customary practice to transmit the information contained in the Solicitation Package to its Beneficial Holder clients by e-mail or any other method, the Nominee is authorized to follow those customary practices. Moreover, if it is the Nominee's customary practice to collect votes from its Beneficial Holder clients by telephone, e-mail, "voter information form", or otherwise (in lieu of a Beneficial Holder Ballot), the Nominee is authorized the follow those customary practices.

49. At the Nominee's election, Nominees may pre-validate the Beneficial Holder Ballots by (i) signing the Beneficial Holder Ballot and indicating on the Beneficial Holder Ballot the name of the Nominee and DTC Participant Number, (ii) the amount of the Unsecured Notes Claims held by the Nominee for the Beneficial Holder, and (iii) forwarding such Beneficial Holder Ballot, together with the Disclosure Statement, a preaddressed, postage-paid return envelope addressed to, and provided by, the Voting Agent, and other materials requested to be forwarded, to the Beneficial Holder for voting. The Beneficial Holder will be required to complete and return the Beneficial Holder Ballot directly to the Voting Agent so that it is received before the Voting Deadline.

50. Any Ballot that is illegible, contains insufficient information to identify the Beneficial Holder, does not contain an original signature, or is unsigned, will not be counted by the Nominee.

51. The Ballots provide adequate information and instructions for each individual entitled to accept or reject the Plan and to opt out of the releases. Accordingly, the forms of Ballots should be approved.

**B. Establishing a Voting Deadline and Procedures for Receipt of Ballots**

52. Bankruptcy Rule 3017(c) provides that, on or before approval of a disclosure statement, the Court shall fix a time within which the holders of claims or equity interests may accept or reject a plan. Fed. R. Bankr. P. 3017(c). As stated, the Debtors anticipate commencing the solicitation of votes to accept or reject the Plan by the Solicitation Deadline.

53. The Debtors propose that, to be counted as a vote to accept or reject the Plan, each General Unsecured Claim (Other Than Unsecured Notes) Ballot must be properly executed, completed, and delivered to the Voting Agent (i) by first-class mail; (ii) by overnight courier; (iii) by personal delivery; or (iv) via the Voting Agent's online electronic balloting portal so that it is received by the Voting Agent no later than the Voting Deadline, which shall be 5:00 p.m. (Prevailing Central Time) on December 11, 2020 (the "**Voting Deadline**"), which provides parties entitled to vote with a minimum of approximately twenty-five (25) days to submit their votes. The Master Ballot must also be properly executed, completed, and delivered to the Voting Agent (i) by first-class mail; (ii) by overnight courier; (iii) by personal delivery; or (iv) via e-mail so that it is actually received by the Voting Deadline.

54. This solicitation period is a sufficient period within which parties entitled to vote can make an informed decision to accept or reject the Plan. Not only will parties entitled to vote have twenty-five (25) days between the Solicitation Deadline and the Voting Deadline to submit their ballots, but such parties will have had access to the Plan and Disclosure Statement via the Debtors' website from the moment those documents were filed, giving creditors substantial time to review those documents. As mentioned above, the Disclosure Statement Notice will provide creditors with information about accessing the proposed Plan and Disclosure Statement. Similarly, the Confirmation Hearing Notice will provide creditors with information about accessing the final versions of the Plan and Disclosure Statement for which the creditors' votes

are being solicited. The Debtors will serve, or cause to be served, the Confirmation Hearing Notice on the Notice Parties on November 12, 2020, which is twenty-nine (29) days before the Voting Deadline. In addition, the Voting Agent’s online balloting portal enables creditors to submit their ballots instantaneously, permitting even greater time and opportunity for creditors to consider the Plan and cast their Ballots.

55. General Unsecured Claim (Other Than Unsecured Notes) Ballots may be delivered to the Voting Agent via its online “eBallot” platform on the website maintained by the Voting Agent by visiting <http://www.kccllc.net/briggs>, clicking on the “Submit eBallot” link and following the instructions set forth on the website. Each General Unsecured Claim (Other Than Unsecured Notes) Ballot will provide the holder recipient with a unique eBallot identification number and personal identification number to use the eBallot platform.

56. General Unsecured Claim (Other Than Unsecured Notes) Ballots and Master Ballots may be delivered to the Voting Agent via mail or personal delivery at the following address:

Briggs Ballot Processing Center c/o KCC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245
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57. Master Ballots may be delivered to the Voting Agent via email to: [BriggsInfo@kccllc.com](mailto:BriggsInfo@kccllc.com).

58. The Debtors request that the Court approve the aforementioned voting procedures (the “**Voting Procedures**”) as adequate under the circumstances.

**C. Approval of Procedures for Vote Tabulation**

59. Section 1126(c) of the Bankruptcy Code provides:

A class of claims has accepted a plan if such plan has been accepted by creditors, other than any entity designated under subsection (e) of this section, that hold at least two-thirds in amount and more than one-half in number of the allowed claims of such class held by creditors, other than any entity designated under subsection (e) of this section, that have accepted or rejected such plan.

11 U.S.C. § 1126(c).

60. Furthermore, Bankruptcy Rule 3018(a) provides that the “court after notice and hearing may temporarily allow the claim or interest in an amount which the court deems proper for the purpose of accepting or rejecting a plan.” Fed. R. Bankr. P. 3018(a).

*i. Ballot Tabulation*

61. Solely for purposes of voting to accept or reject the Plan and not for the purpose of the allowance of, or distribution on account of, a Claim, and without prejudice to the rights of the Debtors in any other context, the Debtors propose that each Claim within the Voting Classes, *i.e.*, Classes 4(a) through 4(e) – General Unsecured Claims against each Debtor, which are the Classes entitled to vote to accept or reject the Plan, be temporarily allowed in an amount equal to the amount of such Claim as set forth in a timely filed proof of Claim, or, if no proof of Claim was filed, the amount of such Claim as set forth in the applicable Debtors’ schedules of liabilities, dated August 23, 2020 (as may be amended prior to the Voting Deadline, the “**Schedules**”). The foregoing general procedure will be subject to the following exceptions:

- (a) If a Claim is deemed Allowed pursuant to the Plan, such Claim shall be Allowed for voting purposes in the deemed Allowed amount set forth in the Plan;
- (b) If a Claim, for which a proof of Claim has been timely filed, is wholly contingent, unliquidated, or disputed (based on the face of the proof of Claim or a reasonable review of the proof of Claim and its supporting documentation), such Claim shall be allowed for voting purposes only, and not for purposes of allowance or distribution, at \$1.00, unless such Claim is disputed in the manner set forth in subparagraph (f) below;

- (c) If a Claim, for which a proof of Claim was timely filed, lists an amount that is partially unliquidated or contingent, such Claim shall be temporarily allowed only in the liquidated, noncontingent amount set forth on the proof of Claim, unless such Claim is disputed in the manner set forth in subparagraph (f) below;
- (d) If a Claim has been estimated for voting purposes or otherwise allowed for voting purposes by order of the Court, such Claim shall be allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or distribution, unless otherwise provided by order of the Court;
- (e) If a Claim is listed in the Schedules as contingent, unliquidated, disputed, in the amount of \$0.00, or unknown, and a proof of Claim was not (i) filed by the applicable bar date for the filing of proofs of Claim established by the Court or (ii) deemed timely filed by an order of the Court prior to the Voting Deadline, unless the Debtors have consented in writing, such Claim shall be disallowed for voting purposes;
- (f) If the Debtors file and serve an objection to, or a request for estimation of, a Claim by November 16, 2020 which is a date that is twenty-five (25) days before the Voting Deadline, such Claim shall be temporarily disallowed for voting purposes only and not for purposes of allowance or distribution, except to the extent and in the manner as may be set forth in the objection or request for estimation and subject to the outcome of any Rule 3018(a) Motion (as defined and described below) filed in accordance with paragraph 14 of the Proposed Disclosure Statement Order. If the Debtors file and serve a request for estimation or an objection to a portion of a Claim, the undisputed portion of such Claim shall be temporarily allowed for voting purposes only and not for the purposes of allowance or distribution, except to the extent and in the manner as may be set forth in the request for estimation or objection and subject to the outcome of any Rule 3018(a) Motion filed in accordance with paragraph 14 of the Proposed Disclosure Statement Order;
- (g) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single creditor in a particular Class shall be aggregated as if such creditor held one Claim against the Debtor(s) in such Class, and the votes related to such Claims shall be treated as a single vote to accept or reject the Plan;
- (h) Notwithstanding anything to the contrary contained herein, any creditor who has filed or purchased duplicate Claims within the same Voting Class shall be provided with only one Solicitation Package and one Ballot for voting a single Claim in such Class, regardless of whether the Debtors have objected to such duplicate Claims;

- (i) If a proof of claim has been amended by a later proof of claim that is filed on or prior to the Voting Record Date, the later filed amending claim shall be entitled to vote in a manner consistent with these tabulation rules, and the earlier filed claim shall be disallowed for voting purposes, regardless of whether the Debtors have objected to such amended claim. Except as otherwise ordered by the Court, any amendments to proofs of claim after the Voting Record Date shall not be considered for purposes of these tabulation rules;
- (j) Notwithstanding anything contained herein to the contrary, the Voting Agent, in its discretion, may contact entities entitled to vote to cure any defects in the Ballots;
- (k) Subject to Bankruptcy Rule 3018(a), where more than one timely, properly completed Ballot voting the same Claim is received, only the last properly completed Ballot will be counted;
- (l) If a Claim is filed in the amount of \$0.00, the holder of such Claim shall not be entitled to vote on account of such Claim; and
- (m) If a Claim is filed in a currency other than U.S. Dollars and is not Allowed in a sum certain pursuant to the Plan, the holder of such Claim shall be entitled to vote a Claim in the amount of \$1.00.

62. The Debtors believe that the foregoing proposed procedures provide for a fair and equitable voting process. If any party seeks to challenge the allowance of a Claim for voting purposes in accordance with the above procedures, the Debtors request that the Court direct such creditor to serve on the Debtors and file with the Court (with a copy to Chambers) a motion for an order pursuant to Bankruptcy Rule 3018(a) (a “**Rule 3018(a) Motion**”) temporarily allowing such Claim in a different amount for purposes of voting to accept or reject the Plan on or before December 1, 2020, which is fourteen (14) days after the Solicitation Deadline and ten (10) days before the Voting Deadline.

63. Only ballots from the holder of a claim or interest allowed under Bankruptcy Code § 502 or those temporarily allowed by the Court pursuant to and in accordance with Fed. R. Bankr. P. 3018(a) shall be counted.



64. Pursuant to Local Rule 3018(B), in tabulating the ballots, the following rules shall govern:

1. Ballots that are not signed or where a company name cannot be determined from the signature line shall not be counted by the plan proponent as either an acceptance or rejection.
2. Ballots where the name of the claimant cannot be determined from the face of the ballot shall not be counted by the plan proponent as either an acceptance or rejection.
3. Ballots that are submitted on a form that does not conform substantially with the form of the ballot approved by the Court shall not be counted by the plan proponent as either an acceptance or a rejection.
4. Where the amount shown as owed on the ballot differs from the schedules and a proof of claim has been filed, the amount shown on the proof of claim shall be used for the purpose of determining the amount voting. If no proof of claim has been filed, the amount shown on the schedules as undisputed, liquidated, and non-contingent shall be used.
5. Ballots that do not show a choice of either acceptance or rejection shall not be counted by the plan proponent as either an acceptance or a rejection.
6. Ballots that are received by the plan proponent after the last date set for filing of ballots shall not be counted by the plan proponent as either an acceptance or a rejection.
7. Where duplicate ballots are filed on the same claim and one elects acceptance and one elects rejection, neither ballot shall be counted by the plan proponent as either acceptance or rejection unless the latter filed ballot is designated as amending the prior ballot.
8. Ballots that are in any other way vague as to the claimant's identity or intention regarding its vote shall not be counted by the plan proponent as either an acceptance or rejection.

L.R. § 3018(B).

65. ***Master Ballot Tabulation Procedures.*** The Debtors request that the following procedures apply to tabulating Ballots cast by (or on behalf of) Beneficial Holders:

- (a) votes cast by Beneficial Holders through Nominees will be applied to the applicable positions held by such Nominees of certain Unsecured Notes, as applicable, as of the Voting Record Date, as evidenced by the applicable records. Votes submitted by a Nominee will not be counted in excess of the

amount of such Claims or Interests held by such Nominee as of the Voting Record Date;

- (b) if conflicting votes or “over-votes” are submitted by a Nominee, the Debtors will use reasonable efforts to reconcile discrepancies with the Nominee;
- (c) if over-votes on a Master Ballot are not reconciled prior to the preparation of the Voting Report, the Debtors shall apply the votes to accept and to reject the Plan in the same proportion as the votes to accept and to reject the Plan submitted on the Master Ballot that contained the over-vote, but only to the extent of the Nominee’s position, as of the Voting Record Date, of certain Unsecured Notes; and
- (d) a single Nominee may complete and deliver to the Voting Agent multiple Master Ballots. Votes reflected on multiple Master Ballots will be counted, except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the last-dated valid Master Ballot received prior to the Voting Deadline will, to the extent of such inconsistency, supersede and revoke any prior dated Master Ballot.

66. Any Ballot that is properly completed, executed, and timely returned to the Voting Agent, but does not indicate an acceptance or rejection of the Plan, or indicates both an acceptance and a rejection of the Plan, shall not be counted.

67. The Debtors also request that (i) if no votes to accept or reject the Plan are received with respect to a particular Class that contains holders entitled to vote in such Class, such Class be deemed to have voted to accept the Plan and (ii) creditors must vote all of their Claim(s) within a particular Class under the Plan, either to accept or reject the Plan and may not split their vote(s); a Ballot that partially rejects and partially accepts the Plan will not be counted.

68. Furthermore, the Debtors request that the Court give authorization to the Debtors and/or their Voting Agent, as applicable, to waive any defect in any Ballot at any time, whether before or after the Voting Deadline, and any such waivers shall be documented in the Voting Report prepared by the Voting Agent.

69. The Debtors further propose that, with respect to any Claim transferred pursuant to Bankruptcy Rule 3001(e), if the transferor of such Claim is entitled to vote with respect

to the Plan, the transferee shall be entitled to receive a Solicitation Package and vote to accept or reject the Plan on account of the transferred Claim only if: (a) all actions necessary to effect the transfer of the Claim pursuant to Bankruptcy Rule 3001(e) have been completed by the Voting Record Date, or (b) the transferee files with the Court, no later than the Voting Record Date, (i) the documentation required by Bankruptcy Rule 3001(e) to evidence the transfer, and (ii) a sworn statement of the transferor supporting the validity of the transfer. In instances where a Claim has been the subject of one or more partial transfers, all holders of any portion of said Claim shall be treated as a single creditor for purposes of the numerosity requirements in section 1126(c) of the Bankruptcy Code (and for the other voting and solicitation procedures set forth herein) and be required to vote every portion of such claim collectively either to accept or reject the Plan.

*ii. Voting Report*

70. Local Rule 3018(A) requires that, at least 72 hours prior to the confirmation hearing in a chapter 11 case, the plan proponent shall file a written summary of the ballots cast (the “**Voting Report**”), which shall contain a separate listing of acceptances and rejections and shall include the following information by class:

1. For each creditor filing an acceptance or rejection:
  - a. the name of the creditor;
  - b. the dollar amount of each claim; and
  - c. whether the applicable Debtor has objected to the claim
2. the total dollar amount and number of allowed claims voted;
3. the percentage dollar amount of acceptances;
4. the percentage number of acceptances; and
5. a description of all ballots not counted, the reason(s) therefor, and, if ascertainable by the plan proponent, a statement as to whether counting these ballots would have changed the claimants’ classes’ acceptance or rejection of the plan under Bankruptcy Code § 1126.

L.R. § 3018(A). In accordance with Local Rule 3018(A), the Debtors will serve the Voting Report upon, among others, (i) the Court, (ii) the L.R. 9013-3(D) Master Service List, (iii) any party who

has filed an objection to the plan, and (iv) any party whose ballot was received but not counted by the Debtors, by December 15, 2020 at 9:00 a.m.

71. The Debtors submit that the aforementioned procedures (the “**Tabulation Procedures**”) provide for a fair and equitable voting process and should be approved by the Court.

**VIII. PROCEDURES IN RESPECT OF THE ASSUMPTION IN RESPECT OF EXECUTORY CONTRACTS SHOULD BE APPROVED**

72. As of and subject to the occurrence of the Effective Date, all executory contracts and unexpired leases to which any of the Debtors are parties shall be deemed rejected, unless such contract or lease (i) was previously assumed or rejected by the Debtors pursuant to an order of the Bankruptcy Court; (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto; (iii) is the subject of a motion to assume filed by the Debtors on or before the Confirmation Date; (iv) is identified in Section 8.3 of the Plan (“**Insurance Policies**”); or (v) is subject to different treatment in the Plan Supplement. *Plan*, § 8.1.

73. The Debtors respectfully submit that such notice and objection procedures are appropriate under the circumstances.

**Notice**

74. Notice of this Motion will be provided to (i) the Office of the United States Trustee for the Eastern District of Missouri; (ii) the holders of the thirty (30) largest unsecured claims against the Debtors on a consolidated basis; (iii) Latham & Watkins LLP (Attn: Peter P. Knight, Esq. and Jonathan C. Gordon, Esq.), as counsel to JPMorgan Chase Bank, N.A., as the administrative agent and collateral agent under the ABL Credit Facility and DIP Facility; (iv) Pryor Cashman LLP (Attn: Seth H. Lieberman, Esq. and David W. Smith, Esq.), as counsel to Wilmington Trust, N.A., as successor indenture trustee under the Unsecured Notes; (v) the United States Attorney’s Office for the Eastern District of Missouri; (vi) Brown Rudnick LLP

(Attn: Osaka P. Lashko, Esq.), as counsel to the Creditors' Committee; (vii) counsel for the Purchaser, Kirkland & Ellis LLP, 300 N. LaSalle, Chicago, IL 60654 (Attn: Chad Husnick, P.C., Esq. and Gregory F. Pesce, Esq.); (viii) any other party that has requested notice pursuant to Bankruptcy Rule 2002; and (ix) any other party entitled to notice pursuant to Local Rule 9013-3(E). Notice of this Motion and any order entered hereon will be served in accordance with Local Rule 9013-3(E)(1).

**No Previous Request**

75. No previous request for the relief sought herein has been made by the Debtors to this or any other Court.

*[Remainder of Page Intentionally Left Blank]*

WHEREFORE, the Debtors respectfully request entry of the Proposed Order granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: October 10, 2020  
St. Louis, Missouri

Respectfully submitted,

CARMODY MACDONALD P.C.

/s/ Robert E. Eggmann

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-and-

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**Exhibit C-1**

**Ballot for Classes 4(a) through 4(e) – General Unsecured Claims  
(Other Than Unsecured Notes)**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
SOUTHEASTERN DIVISION

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

**BALLOT FOR ACCEPTING OR REJECTING JOINT CHAPTER 11 PLAN OF  
BRIGGS & STRATTON CORPORATION AND ITS AFFILIATED DEBTORS**

CLASS 4 [●]: GENERAL UNSECURED CLAIMS AGAINST [DEBTOR]  
(OTHER THAN UNSECURED NOTES)<sup>1</sup>

**IN ORDER FOR YOUR VOTE TO BE COUNTED TOWARD CONFIRMATION OF THE PLAN, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS ACTUALLY RECEIVED BY THE VOTING AGENT ON OR BEFORE DECEMBER 11, 2020 AT 5:00 P.M. (PREVAILING CENTRAL TIME) (THE “VOTING DEADLINE”), UNLESS EXTENDED BY THE DEBTORS.**

Briggs & Stratton Corporation and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) are soliciting votes with respect to the *Joint Chapter 11 Plan of Briggs & Stratton Corporation and Its Affiliated Debtors*, filed on October 9, 2020 [Docket No. 1066] (as may be amended, modified or supplemented from time to time, the “**Plan**”). The Plan is attached as **Exhibit A** to the *Disclosure Statement for the Joint Chapter 11 Plan of Briggs & Stratton Corporation and Its Affiliated Debtors*, filed on October 9, 2020 [Docket No. 1067] (as may be further amended, the “**Disclosure Statement**”).

Please use this Ballot to cast your vote to accept or reject the Plan if you are, as of November 9, 2020 (the “**Voting Record Date**”), a holder of a General Unsecured Claim in Class 4.

The Disclosure Statement provides information to assist you in deciding whether to accept or reject the Plan. If you do not have a Disclosure Statement, you may obtain a copy from Kurtzman Carson Consultants, LLC (the “**Voting Agent**”) free of charge, by submitting an explicit, written request to the Voting Agent at either of the following addresses:

If by standard or overnight mail or hand delivery:	If by e-mail
Briggs Ballot Processing Center c/o KCC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245	BriggsInfo@kccllc.com

<sup>1</sup> If you are a holder of an Unsecured Notes Claim, you may have received this ballot in error. If you intend to vote based on an Unsecured Notes Claim, you should contact the Voting Agent regarding whether you should obtain a Beneficial Noteholder Ballot.



If you have any questions on how to properly complete this Ballot, please contact the Voting Agent by telephone at (866) 544-7045 (U.S./Canada) or (781) 575-2084 (International) or by e-mail at <http://www.kccllc.net/Briggs/inquiry>. Please be advised that the Voting Agent cannot provide legal advice.

**IMPORTANT NOTICE REGARDING TREATMENT OF CLASSES**

**CLASS 4(a) – General Unsecured Claims Against BSC**

Except to the extent that a holder of an Allowed General Unsecured Claim against BSC agrees to less favorable treatment of such Claim, in full and final satisfaction, compromise, and settlement of and in exchange for such Allowed General Unsecured Claim against BSC, each holder thereof shall receive its Pro Rata share of the Net Cash Proceeds (BSC) after the Priority Tax Claims against BSC, Priority Non-Tax Claims against BSC and the Other Secured Claims against BSC are satisfied (or reserved for) in full in accordance with the Plan, until all Allowed General Unsecured Claims against BSC are satisfied in full in Cash; *provided, however*, for purposes of determining the Pro Rata share hereunder, the PBGC Subordination shall be enforced.

**CLASS 4(b) – General Unsecured Claims Against BGI**

Except to the extent that a holder of an Allowed General Unsecured Claim against BGI agrees to less favorable treatment of such Claim, in full and final satisfaction, compromise, and settlement of and in exchange for such Allowed General Unsecured Claim against BGI, each holder thereof shall receive its Pro Rata share of the Net Cash Proceeds (BGI) after the Priority Tax Claims against BGI, Priority Non-Tax Claims against BGI and the Other Secured Claims against BGI are satisfied (or reserved for) in full in accordance with the Plan, until all Allowed General Unsecured Claims against BGI are satisfied in full in Cash; *provided, however*, for purposes of determining the Pro Rata share hereunder, the PBGC Subordination shall be enforced.

**CLASS 4(c) – General Unsecured Claims Against ABI**

Except to the extent that a holder of an Allowed General Unsecured Claim against ABI agrees to less favorable treatment of such Claim, in full and final satisfaction, compromise, and settlement of and in exchange for such Allowed General Unsecured Claim against ABI, each holder thereof shall receive its Pro Rata share of the Net Cash Proceeds (ABI) after the Priority Tax Claims against ABI, Priority Non-Tax Claims against ABI and the Other Secured Claims against ABI are satisfied (or reserved for) in full in accordance with the Plan, until all Allowed General Unsecured Claims against ABI are satisfied in full in Cash; *provided, however*, for purposes of determining the Pro Rata share hereunder, the PBGC Subordination shall be enforced.

**CLASS 4(d) – General Unsecured Claims Against BSI**

Except to the extent that a holder of an Allowed General Unsecured Claim against BSI agrees to less favorable treatment of such Claim, in full and final satisfaction, compromise, and settlement of and in exchange for such Allowed General Unsecured Claim against BSI, each holder thereof shall receive its Pro Rata share of the Net Cash Proceeds (BSI) after the Priority Tax Claims against BSI, Priority Non-Tax Claims against BSI and the Other Secured Claims against BSI are satisfied (or reserved for) in full in accordance with the Plan, until all Allowed General Unsecured Claims against BSI are satisfied in full in Cash; *provided, however*, for purposes of determining the Pro Rata share hereunder, the PBGC Subordination shall be enforced.

**CLASS 4(e) – General Unsecured Claims Against BST**

Except to the extent that a holder of an Allowed General Unsecured Claim against BST agrees to less favorable treatment of such Claim, in full and final satisfaction, compromise, and settlement of and in exchange for such Allowed General Unsecured Claim against BST, each holder thereof shall receive its Pro Rata share of the Net Cash Proceeds (BST) after the Priority Tax Claims against BST, Priority Non-Tax Claims against BST and the Other Secured Claims against BST are satisfied (or reserved for) in full in accordance with the Plan, until all Allowed General Unsecured Claims against BST are satisfied in full in Cash; *provided, however*, for purposes of determining the Pro Rata share hereunder, the PBGC Subordination shall be enforced.

**PLEASE READ THE DISCLOSURE STATEMENT AND PLAN FOR MORE DETAILS.**

The Plan can be confirmed by the United States Bankruptcy Court for the Eastern District of Missouri (the “**Bankruptcy Court**”) and thereby made binding on you if it is accepted by the holders of (i) at least two-thirds in amount of the allowed Claims or Interests voted in each Impaired Class, and (ii) if the Impaired Class is a class of Claims, more than one-half in number of the allowed Claims voted in each Impaired Class, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan (y) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (z) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or if you vote to reject the Plan. To have your vote counted, you must complete, sign, and return this Ballot to the Voting Agent by the Voting Deadline.

Your receipt of this Ballot does not indicate that your Claim(s) has been or will be Allowed. This Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of, or distribution on account of, Class 4 Unsecured Claims. You must provide all of the information requested by this Ballot. Failure to do so may result in the disqualification of your vote.

**NOTICE REGARDING CERTAIN RELEASE,  
EXCULPATION, AND INJUNCTION PROVISIONS IN PLAN**

**If you (i) vote to accept the Plan or (ii) do not opt out of granting the releases set forth in the Plan, you shall be deemed to have consented to the releases contained in Section 10 of the Plan.**

10.4. *Injunction.*

(a) Upon entry of the Confirmation Order, all holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan in relation to any Claim extinguished, discharged, or released pursuant to the Plan.

(b) Except as expressly provided in the Plan, the Confirmation Order, or a separate order of the Bankruptcy Court, all Entities who have held, hold, or may hold Claims against or Interests in the Debtors (whether proof of such Claims or Interests has been filed or not and whether or not such Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan) and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates are permanently enjoined, on and after the Effective Date, solely with respect to any Claims, Interests, and Causes of Action that will be or are extinguished, discharged, or released pursuant to the Plan from (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors, or the Wind-Down Estates, as applicable; (ii) enforcing, levying, attaching (including, without limitation, any prejudgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the Debtors or the Wind-Down Estates; or the property of any of the Debtors or the Wind-Down Estates; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors or the Wind-Down Estates or the property of any of the Debtors or the Wind-Down Estates; (iv) asserting any right of setoff, directly or indirectly, against any obligation due from the Debtors or the Wind-Down Estates, or against property or interests in property of any of the Debtors

or the Wind-Down Estates, except as contemplated or Allowed by the Plan; and (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan.

(c) By accepting distributions pursuant to the Plan, each holder of an Allowed Claim extinguished, discharged, or released pursuant to the Plan will be deemed to have affirmatively and specifically consented to be bound by the Plan, including, without limitation, the injunctions set forth in this Section 10.4 of the Plan.

(d) The injunctions in this Section 10.4 of the Plan shall extend to any successors of the Debtors (including the Wind-Down Estates) and their respective property and interests in property.

10.5. *Releases by the Debtors.*

As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce the Plan, for good and valuable consideration, including their cooperation and contributions to the Chapter 11 Cases, and except as otherwise provided in the Plan or in the Confirmation Order, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, to the maximum extent permitted by law, by the Debtors, the Estates, and the Wind-Down Estates, in each case, on behalf of themselves and their respective successors, assigns, and representatives, and any and all other persons that may purport to assert any Cause of Action derivatively, by, through or on behalf of the foregoing Persons and Entities, from any and all Claims and Causes of Action, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise that the Debtors, the Estates, or the Wind-Down Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, in whole or in part, the Debtors, the Chapter 11 Cases, the pre- and post-petition marketing and sale process, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the Disclosure Statement, the Plan (including the Plan Supplement), instruments and other documents relating thereto, or the solicitation of votes with respect to the Plan, or any other act or omission, in all cases based upon any act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date; *provided*, that nothing herein shall be construed to release (i) the Released Parties from willful misconduct or intentional fraud as determined by a Final Order; or (ii) any obligation of any party under the Plan or any document, instrument, or agreement executed to implement the Plan (including the Plan Supplement) or the Confirmation Order; or (iii) any post-Effective Date obligations of any party or Entity under the Plan or any document, instrument, or agreement executed to implement the Plan (including the Plan Supplement) or the Confirmation Order.

10.6. *Releases by Holders of Claims and Interests.*

As of the Effective Date, except (A) for the right to enforce the Plan (including the Plan Supplement) and the Confirmation Order or any right or obligation arising under the Plan (including the Plan Supplement) or the Confirmation Order that remain in effect or become effective after the Effective Date and (B) as otherwise expressly provided in the Plan or in the Confirmation Order, in exchange for good and valuable consideration, including the obligations of the Debtors

under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever, released, and discharged by each of the following (each such Person or Entity, a “*Releasing Party*” and, collectively, the “*Releasing Parties*”):

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

(b) all holders of Claims who are entitled to vote on the Plan and vote to accept the Plan;

(c) all holders of Claims who are (i) entitled to vote on the Plan and abstain from voting on the Plan or (ii) vote to reject the Plan and in either case, do not elect to exercise their right, as provided in the Ballot, to opt-out of granting the releases set forth in Section 0;

(d) all holders of Claims who are deemed to accept or reject the Plan, are provided with a notice of non-voting status providing them with the right to opt-out of the releases contained in this Section 10.6, and do not elect to exercise such right;

(e) with respect to any Person or Entity in the foregoing clauses (a) through (d), such entity’s predecessors, successors, assigns, subsidiaries, affiliates, managed accounts or funds, managed or controlled by such Entity and all Persons entitled to assert Claims through or on behalf of such Persons or Entities solely with respect to the matters for which the Releasing Parties are providing releases to the extent such Person or Entity would be obligated to release under principles of agency if it were so directed by the applicable Person or Entity in clauses (a) through (d);

in each case, from any and all Claims and Causes of Action, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, in law, equity, or otherwise, that entity would have been legally entitled to assert in their own right (whether individually, derivatively, or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising prior to the Effective Date, from, in whole or in part, the Debtors, the Chapter 11 Cases, the pre- and post-petition marketing and sale process, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Wind-Down Estates, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the Disclosure Statement, the Plan (including any Plan Supplement), the DIP Documents or any related agreements, instruments, and other documents relating thereto, or the solicitation of votes with respect to the Plan, or any other act or omission, in all cases based upon any act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date; *provided*, that nothing herein shall be construed to release (i) the Released Parties from willful misconduct or intentional fraud as determined by a Final Order; (ii) any obligation of any party under the Plan or any document, instrument, or agreement executed to implement the Plan; or (iii) any post-Effective Date obligations of any party or Entity under the Plan or any document, instrument, or agreement executed to implement the Plan (including the Plan Supplement) or the Confirmation Order; *provided*, further, that in the event that a Debtor has substantially defaulted in the performance of its obligations under the Plan prior to the date that all the distributions under the Plan have been made by such Debtor, holders of Claims shall continue to have the same rights to

enforce their Claims against such Debtor as they had prior to the consummation of the Plan (in addition to enforcing the Plan). Except as otherwise set forth in subsection (e) of this Section 10.6, the Persons and Entities in (a) through (d) of this Section 0 shall be permanently enjoined from prosecuting any of the foregoing Claims or Causes of Action released under this Section 0 against each of the Released Parties.

10.7. *Exculpation.*

To the maximum extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party is hereby released and exculpated from, any claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss, and liability for any claim in connection with or arising out of the administration of the Chapter 11 Cases, the postpetition marketing and sale process, the purchase, sale, or rescission of the purchase or sale of any security or asset of the Debtors; the negotiation and pursuit of the Disclosure Statement, the Plan, or the solicitation of votes for, or confirmation of, the Plan; the funding or consummation of the Plan; the occurrence of the Effective Date; the DIP Loan Documents; the administration of the Plan or the property to be distributed under the Plan; or the transactions in furtherance of any of the foregoing; except for fraud, gross negligence, or willful misconduct, as determined by a Final Order. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations and any other applicable law or rules protecting such Exculpated Parties from liability. Notwithstanding anything to the contrary in the foregoing, the exculpation set forth herein does not release any post-Effective Date obligation or liability of any Entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

10.8. *Waiver of Statutory Limitation on Releases.*

EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE PLAN (INCLUDING UNDER SECTION 10 OF THE PLAN) EXPRESSLY ACKNOWLEDGES THAT ALTHOUGH ORDINARILY A GENERAL RELEASE MAY NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE PARTY RELEASED, IT HAS CAREFULLY CONSIDERED AND TAKEN INTO ACCOUNT IN DETERMINING TO ENTER INTO THE ABOVE RELEASES THE POSSIBLE EXISTENCE OF SUCH UNKNOWN LOSSES OR CLAIMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH RELEASING PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS CONFERRED UPON IT BY ANY STATUTE OR RULE OF LAW WHICH PROVIDES THAT A RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CLAIMANT DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE RELEASED PARTY, INCLUDING THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542. THE RELEASES CONTAINED IN SECTION 10 OF THE PLAN ARE EFFECTIVE REGARDLESS OF WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.

10.9. *Release of Liens*

Except as otherwise provided in the Plan, the Confirmation Order, or any instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released, settled, and compromised and all rights, titles, and interests of any holder of such mortgages, deeds

of trust, Liens, pledges, or other security interests against any property of the Estates shall revert to the Debtors or the Wind-Down Estates, as applicable.

**Relevant Definitions Related to Release and Exculpation Provisions:**

**“Exculpated Parties”** means collectively: (a) the Debtors, (b) the Wind-Down Estates, (c) the Plan Administrator, (d) the Creditors’ Committee and each of its members in their capacity as such, and (e) with respect to each of the foregoing Persons or Entities in clauses (a) through (d), all of their Related Parties who acted on their behalf in connection with the matters as to which exculpation is provided herein.

**“Released Parties”** means collectively: (a) the Debtors, (b) the Creditors’ Committee and each of its members in their capacity as such, (c) the Unsecured Notes Indenture Trustee, and (d) with respect to each of the foregoing entities in clauses (a) through (c), such Entities’ respective Related Parties.

**YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.**



**PLEASE READ THE ATTACHED VOTING INFORMATION  
AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT**

PLEASE COMPLETE ITEMS 1, 2, 3, AND 4. IF THIS BALLOT HAS NOT BEEN PROPERLY SIGNED IN THE SPACE PROVIDED, YOUR VOTE MAY NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

**Item 1. Amount of Claims.** The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the holder (or authorized signatory of such a holder) of **Class 4(x) – General Unsecured Claims against [DEBTOR] (Other Than Unsecured Notes)** in the amount set forth below.

\$

**Item 2. Votes on the Plan.** Please vote either to accept or to reject the Plan with respect to your Claims below. Any Ballot not marked either to accept or reject the Plan, or marked both to accept and reject the Plan, shall not be counted in determining acceptance or rejection of the Plan.

**Prior to voting on the Plan, please note the following:**

**If you vote to accept the Plan, you shall be deemed to have consented to the release, injunction, and exculpation provisions set forth in Sections 10.4, 10.5, 10.6, 10.7, 10.8, and 10.9 of the Plan.**

**If you (i) do not vote either to accept or reject the Plan or (ii) vote to reject the Plan and, in each case, do not check the box in Item 3 below, you shall be deemed to have consented to the release provisions set forth in Section 10.6 of the Plan.**

**The Disclosure Statement and the Plan must be referenced for a complete description of the release, injunction, and exculpation.**

The undersigned holder of a Class 4(x) General Unsecured Claim against [DEBTOR] (Other Than Unsecured Notes) votes to (check one box):

**Accept the Plan**

**Reject the Plan**

**Item 3. Optional Opt Out Release Election.** Check the box below if you elect not to grant the releases contained in Section 10.6 of the Plan. If you voted to accept the Plan in Item 2 above, you may not complete this Item 3, and if you complete this Item 3, your “opt out” election will be ineffective. If you voted to reject the Plan in Item 2 above, or if you are abstaining from voting to accept or reject the Plan, check this box if you elect not to grant the releases contained in Section 10.6 of the Plan. Election to withhold consent is at your option. If you submit a rejecting Ballot, or if you abstain from submitting a Ballot, and in each case, you do not check the box below, you will be deemed to consent to the releases contained in Section 10.6 of the Plan to the fullest extent permitted by applicable law. The Holder of the Class 4 General Unsecured Claim set forth in Item 1 elects to:

**OPT OUT** of the releases contained in Section 10.6 of the Plan.

**Item 4. Acknowledgments.** By signing this Ballot, the Holder (or authorized signatory of such Holder) acknowledges receipt of the Plan, the Disclosure Statement, and the other applicable solicitation materials, and certifies that (i) it has the power and authority to vote to accept or reject the Plan, (ii) it was the Holder (or is entitled to vote on behalf of such Holder) of the General Unsecured Claim(s) (Other Than Unsecured Notes) described in Item 1 as of the Voting Record Date, and (iii) all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder, shall be binding on the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned, and shall not be affected by, and shall survive, the death or incapacity of the undersigned.

Print or Type Name of Claimant: \_\_\_\_\_

Last Four (4) Digits of Social Security  
or Federal Tax I.D. No. of Claimant: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signatory (if different than Claimant): \_\_\_\_\_

If by Authorized Agent, Title of Agent: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Date Completed: \_\_\_\_\_



**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

1. Complete the Ballot by providing all the information requested, signing, dating, and returning the Ballot to the Voting Agent by the Voting Deadline, in accordance with the voting instructions.
2. PLEASE RETURN YOUR BALLOT PROMPTLY.
3. Ballots received after the Voting Deadline (if the Voting Deadline has not been extended) shall not be counted as either an acceptance or a rejection. The Voting Agent will tabulate all properly completed Ballots received on or before the Voting Deadline.
4. Ballots that are not signed or where a name cannot be determined from the signature line shall not be counted by the plan proponent as either an acceptance or rejection.
5. Ballots where the name of the claimant cannot be determined from the face of the ballot shall not be counted by the plan proponent as either an acceptance or rejection.
6. If you cast more than one Ballot voting the same Claims prior to the Voting Deadline, the latest received, properly executed Ballot submitted to the Voting Agent will supersede any prior Ballot.
7. Ballots that are submitted on a form that does not conform substantially with the form of the ballot approved by the Court shall not be counted by the plan proponent as either an acceptance or a rejection.
8. Where the amount shown as owed on the ballot differs from the schedules and a proof of claim has been filed, the amount shown on the proof of claim shall be used for the purpose of determining the amount voting. If no proof of claim has been filed, the amount shown on the schedules as undisputed, liquidated, and non-contingent shall be used.
9. Ballots that do not show a choice of either acceptance or rejection shall not be counted by the plan proponent as either an acceptance or a rejection.
10. Where duplicate ballots are filed on the same claim and one elects acceptance and one elects rejection, neither ballot shall be counted by the plan proponent as either acceptance or rejection unless the latter filed ballot is designated as amending the prior ballot.
11. You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different or inconsistent Claims within a single Class under the Plan, the Ballots are not voted in the same manner, and you do not correct this before the Voting Deadline, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted.
12. Creditors must vote all of their Claim(s) within a particular Class under the Plan, either to accept or reject the Plan and may not split their vote(s).
13. Ballots that are in any other way vague as to the claimant's identity or intention regarding its vote shall not be counted by the plan proponent as either an acceptance or rejection.
14. The Ballot does not constitute, and shall not be deemed to be, a proof of Claim or an assertion or admission of Claims.
15. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan.
16. If (i) the Debtors revoke or withdraw the Plan, or (ii) the Confirmation Order is not entered or consummation of the Plan does not occur, this Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.

17. If no votes to accept or reject the Plan are received with respect to a particular Class that contains holders entitled to vote in such Class, such Class be deemed to have voted to accept the Plan.
18. There may be changes made to the Plan that do not cause material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan.
19. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT, ANY SUPPLEMENTAL INFORMATION PROVIDED BY THE DEBTORS, OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.
20. IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE VOTING AGENT BY CALLING (866) 544-7045 (U.S./CANADA TOLL-FREE) or (781) 575-2084 (INTERNATIONAL) OR BY E-MAIL TO <http://www.kccllc.net/Briggs/inquiry>.
21. THE VOTING AGENT IS NOT AUTHORIZED TO AND WILL NOT PROVIDE LEGAL ADVICE.

**Paper Voting Instructions**

**If you are voting via a paper ballot, please submit that paper ballot by (A) First Class Mail; (B) Overnight Delivery; or (C) personal delivery, to the address below:**

Briggs Ballot Processing Center c/o KCC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245
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**E-Ballot Voting Instructions**

To properly submit your Ballot electronically, you must electronically complete, sign, and return this customized electronic Ballot by utilizing the “eBallot” platform on the website maintained by Kurtzman Carson Consultants, LLC (the “**Voting Agent**”) website by visiting <http://www.kccllc.net/briggs>, clicking on the “Submit eBallot” link and following the instructions set forth on the website. Your Ballot must be received by the Voting Agent no later than **5:00 P.M. (Prevailing Central Time) on December 11, 2020**, (the “**Voting Deadline**”), unless such time is extended by the Debtors. **HOLDERS ARE STRONGLY ENCOURAGED TO SUBMIT THEIR BALLOTS VIA THE E-BALLOT PLATFORM.** The Voting Agent’s “eBallot” platform is the sole manner in which ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

**IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:**

Unique E-Ballot ID#: \_\_\_\_\_

PIN#: \_\_\_\_\_

Each eBallot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an eBallot for each eBallot ID# you receive, as applicable.

If you are unable to use the E-ballot platform or need assistance in completing and submitting your Ballot, please contact the Voting Agent via telephone at (866) 544-7045 (U.S./Canada) or (781) 575-2084 (International) or by e-mail at <http://www.kccllc.net/Briggs/inquiry>

Holders who cast a Ballot using the Voting Agent's "eBallot" platform should **NOT** also submit a paper Ballot.

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS DECEMBER 11, 2020 AT 5:00 P.M. (PREVAILING CENTRAL TIME).**

**ALL BALLOTS MUST BE PROPERLY EXECUTED, COMPLETED, AND DELIVERED ACCORDING TO THE VOTING INSTRUCTIONS SO THAT THE BALLOTS ARE ACTUALLY RECEIVED BY THE VOTING AGENT NO LATER THAN THE VOTING DEADLINE.**

**Exhibit C-2**

**Master Ballot for Unsecured Notes Claims in  
Classes 4(a) through 4(e) – General Unsecured Claims (Unsecured Notes)**

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.	§	

**MASTER BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT CHAPTER 11  
PLAN OF BRIGGS & STRATTON CORPORATION AND ITS AFFILIATED DEBTORS**

**MASTER BALLOT FOR CLASS 4[•]: GENERAL UNSECURED  
CLAIMS AGAINST [DEBTOR] (UNSECURED NOTES CLAIMS)**

**IN ORDER FOR VOTES TO BE COUNTED TOWARD CONFIRMATION OF THE PLAN, BALLOTS MUST BE COMPLETED, EXECUTED AND RETURNED SO THAT THEY ARE ACTUALLY RECEIVED BY THE VOTING AGENT ON OR BEFORE DECEMBER 11, 2020 AT 5:00 P.M. (PREVAILING CENTRAL TIME) (THE “VOTING DEADLINE”), UNLESS SUCH TIME IS EXTENDED BY THE DEBTORS**

This master ballot (the “**Master Ballot**”) is being submitted to brokers, dealers, commercial banks, trust companies, or other agents or nominees (“**Nominees**”) of beneficial holders of certain Claims (a “**Beneficial Holder**”) against Briggs & Stratton Corporation and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) in connection with the solicitation of votes with respect to the *Joint Chapter 11 Plan of Briggs & Stratton Corporation and Its Affiliated Debtors*, filed on October 9, 2020 [Docket No. 1066] (as may be amended, modified or supplemented from time to time, the “**Plan**”). The Plan is attached as **Exhibit A** to the *Disclosure Statement for the Joint Chapter 11 Plan of Briggs & Stratton Corporation and Its Affiliated Debtors*, filed on October 9, 2020 [Docket No. 1067] (as may be further amended, the “**Disclosure Statement**”).

Specifically, this Master Ballot is being submitted to Nominees of holders (the “**Unsecured Noteholders**”) of Unsecured Notes Claims (as defined in the Plan) as of November 9, 2020 (the “**Voting Record Date**”). Nominees should use this Master Ballot to tabulate votes on behalf of such Unsecured Noteholders to accept or reject the Plan.

The Disclosure Statement provides information to assist holders of Claims in deciding whether to accept or reject the Plan. If you do not have a Disclosure Statement, you may obtain a copy from Kurtzman Carson Consultants, LLC (the “**Voting Agent**”) free of charge, by submitting an explicit, written request to the Voting Agent at either of the following addresses:

If by standard or overnight mail or hand delivery:	If by e-mail
Briggs Ballot Processing Center c/o KCC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245	<a href="mailto:BriggsInfo@kccllc.com">BriggsInfo@kccllc.com</a>

Upon receipt of these materials, you should immediately forward to the Unsecured Noteholders the Disclosure Statement and the form of ballot for such holders (the “**Beneficial Holder Ballot**”) with a return envelope addressed to you. You may also transmit the Beneficial Holder Ballot and Disclosure Statement and collect votes from Beneficial Holders in accordance with your customary procedures to transmit materials to and solicit votes from Beneficial Holders.

If you have any questions on how to properly complete this Ballot, please contact the Voting Agent by telephone at (866) 544-7045 (U.S./Canada) or (781) 575-2084 (International) or by e-mail at <http://www.kccllc.net/Briggs/inquiry>. Please be advised that the Voting Agent cannot provide legal advice.

**IMPORTANT NOTICE REGARDING TREATMENT OF CLASSES IF PLAN IS CONFIRMED**

**CLASS 4(a) – General Unsecured Claims Against BSC**

Except to the extent that a holder of an Allowed General Unsecured Claim against BSC agrees to less favorable treatment of such Claim, in full and final satisfaction, compromise, and settlement of and in exchange for such Allowed General Unsecured Claim against BSC, each holder thereof shall receive its Pro Rata share of the Net Cash Proceeds (BSC) after the Priority Tax Claims against BSC, Priority Non-Tax Claims against BSC and the Other Secured Claims against BSC are satisfied (or reserved for) in full in accordance with the Plan, until all Allowed General Unsecured Claims against BSC are satisfied in full in Cash; *provided, however*, for purposes of determining the Pro Rata share hereunder, the PBGC Subordination shall be enforced.

**CLASS 4(b) – General Unsecured Claims Against BGI**

Except to the extent that a holder of an Allowed General Unsecured Claim against BGI agrees to less favorable treatment of such Claim, in full and final satisfaction, compromise, and settlement of and in exchange for such Allowed General Unsecured Claim against BGI, each holder thereof shall receive its Pro Rata share of the Net Cash Proceeds (BGI) after the Priority Tax Claims against BGI, Priority Non-Tax Claims against BGI and the Other Secured Claims against BGI are satisfied (or reserved for) in full in accordance with the Plan, until all Allowed General Unsecured Claims against BGI are satisfied in full in Cash; *provided, however*, for purposes of determining the Pro Rata share hereunder, the PBGC Subordination shall be enforced.

**CLASS 4(c) – General Unsecured Claims Against ABI**

Except to the extent that a holder of an Allowed General Unsecured Claim against ABI agrees to less favorable treatment of such Claim, in full and final satisfaction, compromise, and settlement of and in exchange for such Allowed General Unsecured Claim against ABI, each holder thereof shall receive its Pro Rata share of the Net Cash Proceeds (ABI) after the Priority Tax Claims against ABI, Priority Non-Tax Claims against ABI and the Other Secured Claims against ABI are satisfied (or reserved for) in full in accordance with the Plan, until all Allowed General Unsecured Claims against ABI are satisfied in full in Cash; *provided, however*, for purposes of determining the Pro Rata share hereunder, the PBGC Subordination shall be enforced.

**PLEASE READ THE DISCLOSURE STATEMENT AND PLAN FOR MORE DETAILS.**

The Plan can be confirmed by the United States Bankruptcy Court for the Eastern District of Missouri (the “**Bankruptcy Court**”) and thereby made binding on you if it is accepted by the holders of (i) at least two-thirds in amount of the allowed Claims or Interests voted in each Impaired Class, and (ii) if the Impaired Class is a class of Claims, more than one-half in number of the allowed Claims voted in each Impaired Class, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan (y) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (z) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on the Unsecured Noteholders whether or not such holders vote or if such holders vote to reject the

Plan. To have a holder's vote counted, such holder must complete, sign, and return a Beneficial Holder Ballot to you and you must return the Master Ballot to the Voting Agent by the Voting Deadline.

Receipt of this Master Ballot does not indicate that a Beneficial Holder's Claim(s) has been or will be Allowed. This Master Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of, or distribution on account of, Unsecured Notes Claims in Class 4(X).

**NOTICE REGARDING CERTAIN RELEASE,  
EXCULPATION, AND INJUNCTION PROVISIONS IN PLAN**

If a Beneficial Holder (i) votes to accept the Plan or (ii) does not opt out of granting the releases set forth in the Plan, such Beneficial Holder shall be deemed to have consented to the releases contained in Section 10 of the Plan.

10.4. *Injunction.*

(f) Upon entry of the Confirmation Order, all holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan in relation to any Claim extinguished, discharged, or released pursuant to the Plan.

(g) Except as expressly provided in the Plan, the Confirmation Order, or a separate order of the Bankruptcy Court, all Entities who have held, hold, or may hold Claims against or Interests in the Debtors (whether proof of such Claims or Interests has been filed or not and whether or not such Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan) and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates are permanently enjoined, on and after the Effective Date, solely with respect to any Claims, Interests, and Causes of Action that will be or are extinguished, discharged, or released pursuant to the Plan from (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors, or the Wind-Down Estates, as applicable; (ii) enforcing, levying, attaching (including, without limitation, any prejudgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the Debtors or the Wind-Down Estates; or the property of any of the Debtors or the Wind-Down Estates; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors or the Wind-Down Estates or the property of any of the Debtors or the Wind-Down Estates; (iv) asserting any right of setoff, directly or indirectly, against any obligation due from the Debtors or the Wind-Down Estates, or against property or interests in property of any of the Debtors or the Wind-Down Estates, except as contemplated or Allowed by the Plan; and (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan.

(h) By accepting distributions pursuant to the Plan, each holder of an Allowed Claim extinguished, discharged, or released pursuant to the Plan will be deemed to have affirmatively and specifically consented to be bound by the Plan, including, without limitation, the injunctions set forth in this Section 10.4 of the Plan.



(i) The injunctions in this Section 10.4 of the Plan shall extend to any successors of the Debtors (including the Wind-Down Estates) and their respective property and interests in property.

10.5. *Releases by the Debtors.*

As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce the Plan, for good and valuable consideration, including their cooperation and contributions to the Chapter 11 Cases, and except as otherwise provided in the Plan or in the Confirmation Order, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, to the maximum extent permitted by law, by the Debtors, the Estates, and the Wind-Down Estates, in each case, on behalf of themselves and their respective successors, assigns, and representatives, and any and all other persons that may purport to assert any Cause of Action derivatively, by, through or on behalf of the foregoing Persons and Entities, from any and all Claims and Causes of Action, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise that the Debtors, the Estates, or the Wind-Down Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, in whole or in part, the Debtors, the Chapter 11 Cases, the pre- and post-petition marketing and sale process, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the Disclosure Statement, the Plan (including the Plan Supplement), instruments and other documents relating thereto, or the solicitation of votes with respect to the Plan, or any other act or omission, in all cases based upon any act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date; *provided*, that nothing herein shall be construed to release (i) the Released Parties from willful misconduct or intentional fraud as determined by a Final Order; or (ii) any obligation of any party under the Plan or any document, instrument, or agreement executed to implement the Plan (including the Plan Supplement) or the Confirmation Order; or (iii) any post-Effective Date obligations of any party or Entity under the Plan or any document, instrument, or agreement executed to implement the Plan (including the Plan Supplement) or the Confirmation Order.

10.6. *Releases by Holders of Claims and Interests.*

As of the Effective Date, except (A) for the right to enforce the Plan (including the Plan Supplement) and the Confirmation Order or any right or obligation arising under the Plan (including the Plan Supplement) or the Confirmation Order that remain in effect or become effective after the Effective Date and (B) as otherwise expressly provided in the Plan or in the Confirmation Order, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever, released, and discharged by each of the following (each such Person or Entity, a “*Releasing Party*” and, collectively, the “*Releasing Parties*”):

(j) the Creditors’ Committee and each of its members in their capacity as such;



(k) all holders of Claims who are entitled to vote on the Plan and vote to accept the Plan;

(l) all holders of Claims who are (i) entitled to vote on the Plan and abstain from voting on the Plan or (ii) vote to reject the Plan and in either case, do not elect to exercise their right, as provided in the Ballot, to opt-out of granting the releases set forth in Section 0;

(m) all holders of Claims who are deemed to accept or reject the Plan, are provided with a notice of non-voting status providing them with the right to opt-out of the releases contained in this Section 10.6, and do not elect to exercise such right;

(n) with respect to any Person or Entity in the foregoing clauses (a) through (d), such entity's predecessors, successors, assigns, subsidiaries, affiliates, managed accounts or funds, managed or controlled by such Entity and all Persons entitled to assert Claims through or on behalf of such Persons or Entities solely with respect to the matters for which the Releasing Parties are providing releases to the extent such Person or Entity would be obligated to release under principles of agency if it were so directed by the applicable Person or Entity in clauses (a) through (d);

in each case, from any and all Claims and Causes of Action, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, in law, equity, or otherwise, that entity would have been legally entitled to assert in their own right (whether individually, derivatively, or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising prior to the Effective Date, from, in whole or in part, the Debtors, the Chapter 11 Cases, the pre- and post-petition marketing and sale process, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Wind-Down Estates, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the Disclosure Statement, the Plan (including any Plan Supplement), the DIP Documents or any related agreements, instruments, and other documents relating thereto, or the solicitation of votes with respect to the Plan, or any other act or omission, in all cases based upon any act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date; *provided*, that nothing herein shall be construed to release (i) the Released Parties from willful misconduct or intentional fraud as determined by a Final Order; (ii) any obligation of any party under the Plan or any document, instrument, or agreement executed to implement the Plan; or (iii) any post-Effective Date obligations of any party or Entity under the Plan or any document, instrument, or agreement executed to implement the Plan (including the Plan Supplement) or the Confirmation Order; *provided*, further, that in the event that a Debtor has substantially defaulted in the performance of its obligations under the Plan prior to the date that all the distributions under the Plan have been made by such Debtor, holders of Claims shall continue to have the same rights to enforce their Claims against such Debtor as they had prior to the consummation of the Plan (in addition to enforcing the Plan). Except as otherwise set forth in subsection (e) of this Section 10.6, the Persons and Entities in (a) through (d) of this Section 0 shall be permanently enjoined from prosecuting any of the foregoing Claims or Causes of Action released under this Section 0 against each of the Released Parties.

10.7. *Exculpation.*

To the maximum extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party is hereby released and exculpated from, any claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss, and liability for any claim in connection with or arising out of the administration of the Chapter 11 Cases, the postpetition marketing and sale process, the purchase, sale, or rescission of the purchase or sale of any security or asset of the Debtors; the negotiation and pursuit of the Disclosure Statement, the Plan, or the solicitation of votes for, or confirmation of, the Plan; the funding or consummation of the Plan; the occurrence of the Effective Date; the DIP Loan Documents; the administration of the Plan or the property to be distributed under the Plan; or the transactions in furtherance of any of the foregoing; except for fraud, gross negligence, or willful misconduct, as determined by a Final Order. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations and any other applicable law or rules protecting such Exculpated Parties from liability. Notwithstanding anything to the contrary in the foregoing, the exculpation set forth herein does not release any post-Effective Date obligation or liability of any Entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

10.8. *Waiver of Statutory Limitation on Releases.*

EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE PLAN (INCLUDING UNDER SECTION 10 OF THE PLAN) EXPRESSLY ACKNOWLEDGES THAT ALTHOUGH ORDINARILY A GENERAL RELEASE MAY NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE PARTY RELEASED, IT HAS CAREFULLY CONSIDERED AND TAKEN INTO ACCOUNT IN DETERMINING TO ENTER INTO THE ABOVE RELEASES THE POSSIBLE EXISTENCE OF SUCH UNKNOWN LOSSES OR CLAIMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH RELEASING PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS CONFERRED UPON IT BY ANY STATUTE OR RULE OF LAW WHICH PROVIDES THAT A RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CLAIMANT DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE RELEASED PARTY, INCLUDING THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542. THE RELEASES CONTAINED IN SECTION 10 OF THE PLAN ARE EFFECTIVE REGARDLESS OF WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.

10.9. *Release of Liens*

Except as otherwise provided in the Plan, the Confirmation Order, or any instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released, settled, and compromised and all rights, titles, and interests of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall revert to the Debtors or the Wind-Down Estates, as applicable.

**Relevant Definitions Related to Release and Exculpation Provisions:**

**“Exculpated Parties”** means collectively: (a) the Debtors, (b) the Wind-Down Estates, (c) the Plan Administrator, (d) the Creditors’ Committee and each of its members in their capacity as such, and (e) with respect to each of the foregoing Persons or Entities in clauses (a) through (d), all of their Related Parties who acted on their behalf in connection with the matters as to which exculpation is provided herein.

**“Released Parties”** means collectively: (a) the Debtors, (b) the Creditors’ Committee and each of its members in their capacity as such, (c) the Unsecured Notes Indenture Trustee, and (d) with respect to each of the foregoing entities in clauses (a) through (c), such Entities’ respective Related Parties.

**YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.**

**PLEASE READ THE ATTACHED VOTING INFORMATION  
AND INSTRUCTIONS BEFORE COMPLETING THIS MASTER BALLOT**

PLEASE COMPLETE ALL OF THE ITEMS BELOW. IF THIS MASTER BALLOT HAS NOT BEEN PROPERLY COMPLETED, THE VOTES OF THE BENEFICIAL HOLDERS MAY NOT BE COUNTED.

**Item 1. Certification of Authority to Vote.** The undersigned certifies that, as of the Voting Record Date, the undersigned (please check the applicable box).

- is a Nominee for the Unsecured Noteholders in the principal amount of Unsecured Notes Claims listed in Item 2 below and is the registered holder of such Unsecured Notes Claims;
- is acting under a power of attorney and/or agency (a copy of which must be provided upon request) granted by a Nominee that is the registered holder of Unsecured Notes Claims in the principal amount listed in Item 2 below; or
- has been granted a proxy (an original of which is annexed hereto) from a Nominee or an Unsecured Noteholder that is the registered holder of the principal amount of the Unsecured Notes Claims listed in Item 2 below, and accordingly, has full power and authority to vote to accept or reject the Plan on behalf of the Unsecured Noteholders listed in Item 2 below.

**Item 2. Votes on the Plan.** The undersigned transmits the following votes of Unsecured Noteholders in respect of their Unsecured Notes Claims in Class 4(X) – General Unsecured Claims Against [Debtor] and certifies that the following Unsecured Noteholders, as identified by their respective customer account numbers set forth below, are Unsecured Noteholders as of the Voting Record Date and have delivered to the undersigned, as Nominee, Beneficial Holder Ballots casting such votes.<sup>2</sup>

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<sup>2</sup> Indicate in the appropriate column the principal amount of the Unsecured Notes Claims voted for each account or attach such information to this Master Ballot in the form of the following table. Please note that each Unsecured Holder must vote all of such Unsecured Holder's Claims to accept or to reject the Plan and may not split such vote. Any ballot executed by an Unsecured Holder that does not indicate an acceptance or rejection of the Plan, or that indicates both an acceptance and rejection of the Plan, and has not been corrected by the Voting Deadline, shall not be counted.

Your Customer Account Number for Each Beneficial Holder of Unsecured Notes Claims that Voted	Principal Amount of Unsecured Notes Claims Held by Your Customer	Item 2. Class 4 <input checked="" type="checkbox"/> Unsecured Notes Claims Vote on Plan		Item 3. Opt-Out Release Election
		ACCEPT	REJECT	Place a check below if the Beneficial Holder checked the box in Item 3
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Item 3. Certification as to Transcription of Information from Item 4 of the Beneficial Holder Ballots as to Class 4  Claims Voted Through Other Beneficial Holder Ballots.

The undersigned certifies that it has transcribed in the following table the information, if any, provided by Beneficial Holders in Item 4 of each of the Beneficial Holder's original Beneficial Holder Ballots, identifying any Class 4  Unsecured Notes Claims for which such Beneficial Holders have submitted other Beneficial Holder Ballots other than to the undersigned:

Your Customer Account Number For Each Beneficial Holder of Voting Class 4 Prepetition Notes Claims	TRANSCRIBE FROM ITEM 4 OF THE Beneficial Holder BALLOTS:			
	Account Number	Name of Nominee	Name of Holder	Principal Amount of Other Class 4 <input checked="" type="checkbox"/> Unsecured Notes Claims Voted
1.				\$
2.				\$

3.					\$
4.					\$
5.					\$
6.					\$
7.					\$
8.					\$
9.					\$
10.					\$

**Item 4. Certification.** By signing this Master Ballot, the undersigned certifies that:

- (a) (i) the undersigned has received a copy of the Disclosure Statement, Master Ballot, and Beneficial Holder Ballot, and has delivered the Disclosure Statement and Beneficial Holder Ballot to Beneficial Holders holding Class 4(X) – General Unsecured Claims (Unsecured Notes) through the undersigned with a return envelope; (ii) the undersigned has received a completed and signed Beneficial Holder Ballot from each such Beneficial Holder as provided in this Master Ballot; (iii) the undersigned is the registered holder of the securities being voted or agent thereof; and (iv) the undersigned has been authorized by each such Beneficial Holder to vote on the Plan and to make applicable elections;
- (b) the undersigned has properly disclosed: (i) the number of Beneficial Holders voting Class 4(X) – General Unsecured Claims (Unsecured Notes) through the undersigned; (ii) the respective amounts of Class 4(X) Unsecured Notes Claims owned by each such Beneficial Holder; (iii) each such Beneficial Holder’s respective vote concerning the Plan; and (iv) the customer account or other identification number for each such Beneficial Holder;
- (c) if the undersigned is a Beneficial Holder and uses this Master Ballot to vote the undersigned’s Class 4(X) Unsecured Notes Claims, the undersigned confirms and attests to each of the certifications in Item 4 of the Beneficial Holder Ballot;
- (d) each such Beneficial Holder has certified to the undersigned that such Beneficial Holder is a Beneficial Holder and is otherwise eligible to vote on the Plan; and
- (e) the undersigned will maintain Beneficial Holder Ballots and evidence of separate transactions returned by Beneficial Holders (whether properly completed or defective) for at least one year after the Voting Deadline, and disclose all such information to the Bankruptcy Court or the Debtor, as the case may be, if so ordered.

Name of Nominee: \_\_\_\_\_

Participant Number: \_\_\_\_\_

Name of proxy holder or agent  
for Nominee (if applicable): \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Date Completed: \_\_\_\_\_

**Item 5. Nominee Information and Signature.**

**THE VOTING DEADLINE IS DECEMBER 11, 2020 AT 5:00 P.M. (PREVAILING CENTRAL TIME). YOUR COMPLETED MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING AGENT BY THE VOTING DEADLINE AT THE FOLLOWING ADDRESS OR EMAIL ADDRESS:**

If by standard or overnight mail or hand delivery:	If by e-mail
Briggs Ballot Processing Center c/o KCC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245	BriggsInfo@kccllc.com

**MASTER BALLOT INSTRUCTIONS**

1. To have the votes of your Beneficial Holders count, you should already have delivered to each such holder a copy of the Disclosure Statement, along with a Beneficial Holder Ballot (which may be a pre-validated ballot, as described in ¶ 2 below), with a return envelope addressed to you (or the Voting Agent in the case of a pre-validated ballot), so such holder may (i) return their Beneficial Holder Ballot to you in sufficient time for you to complete and return the Master Ballot to the Voting Agent, so that the Voting Agent actually receives the Master Ballot before the Voting Deadline or (ii) in the case of a pre-validated ballot, return their Beneficial Holder Ballot to the Voting Agent before the Voting Deadline. Notwithstanding the foregoing, you may transmit the Disclosure Statement and Beneficial Holder Ballot to Beneficial Holders in accordance with your customary procedures to transmit materials to and collect votes from Beneficial Holders.

2. You may pre-validate the Beneficial Holder Ballots by (i) signing the Beneficial Holder Ballot and indicating on the Beneficial Holder Ballot the name of the Nominee and DTC Participant Number, (ii) the amount of the Unsecured Notes Claims held by the Nominee for the Beneficial Holder, and (iii) forwarding such Beneficial Holder Ballot, together with the Disclosure Statement, a preaddressed, postage-paid return envelope addressed to, and provided by, the Voting Agent. The Beneficial Holder will be required to complete and return the Beneficial Holder Ballot directly to the Voting Agent so that it is received before the Voting Deadline.
3. You may advise Beneficial Holders to return Beneficial Holder Ballots to you by a date calculated to allow it sufficient time to prepare and return the Master Ballot to the Voting Agent so that it is received by the Voting Deadline.
4. With regard to any Beneficial Holder Ballots returned to you, to have the vote of your Beneficial Holders count, you must: (a) retain such Beneficial Holder Ballots in your files and transfer the requested information from each such Beneficial Holder Ballot onto the Master Ballot; (b) execute the Master Ballot; and (c) deliver the Master Ballot to the Voting Agent in accordance with these instructions.
5. Any Ballot that is illegible, contains insufficient information to identify the Beneficial Holder, does not contain an original signature, or is unsigned, will not be counted by the Nominee.
6. Votes cast by Beneficial Holders through Nominees will be applied to the applicable positions held by such Nominees of certain Unsecured Notes, as applicable, as of the Voting Record Date, as evidenced by the applicable records. Votes submitted by a Nominee will not be counted in excess of the amount of such Claims or Interests held by such Nominee as of the Voting Record Date.
7. If over-votes on a Master Ballot are not reconciled prior to the preparation of the Voting Report, the Debtors shall apply the votes to accept and to reject the Plan in the same proportion as the votes to accept and to reject the Plan submitted on the Master Ballot that contained the over-vote, but only to the extent of the Nominee's position, as of the Voting Record Date, of certain Unsecured Notes.
8. A single Nominee may complete and deliver to the Voting Agent multiple Master Ballots. Votes reflected on multiple Master Ballots will be counted, except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the last-dated valid Master Ballot received prior to the Voting Deadline will, to the extent of such inconsistency, supersede and revoke any prior dated Master Ballot.
9. Please keep any records of Beneficial Holder Ballots, including records of the Beneficial Holders to whom pre-validated Beneficial Holder Ballots were delivered, for at least one year after the Voting Deadline (or such other date as is set by order of the Bankruptcy Court). You may be ordered to produce the Beneficial Holder Ballots to the Debtor or the Bankruptcy Court.
10. For the avoidance of doubt, if it is your customary practice to collect votes from your beneficial holder clients via voter information form, e-mail, telephone, or other means, you may employ those customary practices to collect votes from the Beneficial Holders in lieu of a Beneficial Holder Ballot.
11. If you are both the Nominee and Beneficial Holder, and you wish to vote such Class 4(X) – General Unsecured Claims (Unsecured Notes) for which you are a Beneficial Holder, you may return either a Beneficial Holder Ballot or the Master Ballot for such Claims.



12. Creditors must vote all of their Claim(s) within a particular Class under the Plan, either to accept or reject the Plan and may not split their vote(s).
13. The following ballots shall not be counted in determining the acceptance or rejection of the Plan: (a) any ballot that is illegible or contains insufficient information to permit the identification of the Beneficial Holder, (b) any ballot cast by a Person that does not hold a Claim in a Class entitled to vote on the Plan, (c) any unsigned ballot, (d) any ballot that does not contain an original signature (except with respect to Master Ballots emailed to the Voting Agent), and (e) any ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan.
14. In the event that (i) the Debtors revoke or withdraw the Plan or (ii) the Confirmation Order is not entered or consummation of the Plan does not occur, this Master Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.
15. The Master Ballot may not be used for any purpose other than to vote to accept or reject the Plan.
16. The Master Ballot does not constitute, and shall not be deemed to be, a proof of Claim or an assertion or admission of a Claim.
17. Ballots received by the Voting Agent after the Voting Deadline (if the Voting Deadline has not been extended) shall not be counted as either an acceptance or a rejection. The Voting Agent will tabulate all properly completed Ballots received on or before the Voting Deadline. If the Master Ballot is received after the Voting Deadline, it will not be counted, unless otherwise determined by the Debtors. The method of delivery of the Master Ballot to the Voting Agent is at your election and risk.
18. There may be changes made to the Plan that do not have material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan.
19. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT, ANY SUPPLEMENTAL INFORMATION PROVIDED BY THE DEBTOR, OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.
20. IF YOU (I) HAVE ANY QUESTIONS REGARDING THE BALLOT OR SOLICITATION PROCEDURES, (II) DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR THE PLAN, OR (III) NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE VOTING AGENT BY CALLING (866) 544-7045 (U.S./CANADA TOLL-FREE) or (781) 575-2084 (INTERNATIONAL) OR BY E-MAIL TO <http://www.kccllc.net/Briggs/inquiry>.

**THE VOTING DEADLINE IS DECEMBER 11, 2020 AT 5:00 P.M. (PREVAILING CENTRAL TIME). YOUR COMPLETED MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING AGENT BY THE VOTING DEADLINE AT THE FOLLOWING ADDRESS OR EMAIL ADDRESS:**

<b>If by standard or overnight mail or hand delivery:</b>	<b>If by e-mail</b>
Briggs Ballot Processing Center c/o KCC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245	<a href="mailto:BriggsInfo@kcellc.com">BriggsInfo@kcellc.com</a>

**Exhibit C-3**

**Beneficial Holder Ballot for Unsecured Notes Claims in  
Classes 4(a) through 4(e) – General Unsecured Claims (Unsecured Notes)**

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. §

**BENEFICIAL HOLDER BALLOT FOR VOTING  
TO ACCEPT OR REJECT JOINT CHAPTER 11 PLAN OF  
BRIGGS & STRATTON CORPORATION AND ITS AFFILIATED DEBTORS**

**BENEFICIAL HOLDER BALLOT FOR CLASS 4[•]: GENERAL UNSECURED  
CLAIMS AGAINST [DEBTOR] (UNSECURED NOTES CLAIMS)**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING  
BALLOTS CAREFULLY BEFORE COMPLETING THIS BALLOT.**

**IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE, IN ORDER  
FOR YOUR VOTE TO BE COUNTED, YOU MUST FOLLOW THE DIRECTIONS OF YOUR  
NOMINEE AND ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO RECEIVE YOUR  
VOTE AND TRANSMIT SUCH VOTE ON A MASTER BALLOT, WHICH MASTER BALLOT  
MUST BE RETURNED TO THE VOTING AGENT ON OR BEFORE DECEMBER 11, 2020 AT 5:00  
P.M. (PREVAILING CENTRAL TIME) (THE “VOTING DEADLINE”), UNLESS SUCH TIME IS  
EXTENDED BY THE DEBTORS.**

**IF, HOWEVER, YOU RECEIVED A “PRE-VALIDATED” BALLOT FROM YOUR NOMINEE  
WITH INSTRUCTIONS TO SUBMIT SUCH BALLOT DIRECTLY TO THE VOTING AGENT,  
IN ORDER FOR YOUR VOTE TO BE COUNTED, YOU MUST COMPLETE, EXECUTE, AND  
RETURN THE “PRE-VALIDATED” BALLOT, SO AS TO BE ACTUALLY RECEIVED BY THE  
VOTING AGENT BY THE VOTING DEADLINE.**

Briggs & Stratton Corporation and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) are soliciting votes with respect to the *Joint Chapter 11 Plan of Briggs & Stratton Corporation and Its Affiliated Debtors*, filed on October 9, 2020 [Docket No. 1066] (as may be amended, modified or supplemented from time to time, the “**Plan**”). The Plan is attached as **Exhibit A** to the *Disclosure Statement for the Joint Chapter 11 Plan of Briggs & Stratton Corporation and Its Affiliated Debtors*, filed on October 9, 2020 [Docket No. 1067] (as may be further amended, the “**Disclosure Statement**”).

Please use this Ballot to cast your vote to accept or reject the Plan if you are, as of November 9, 2020 (the “**Voting Record Date**”), a holder (the “**Unsecured Noteholder**”) of Unsecured Notes Claims in Class 4X – General Unsecured Claims Against [Debtor].

The Disclosure Statement provides information to assist you in deciding whether to accept or reject the Plan. If you do not have a Disclosure Statement, you may obtain a copy from Kurtzman Carson

Consultants, LLC (the “**Voting Agent**”) free of charge, by submitting an explicit, written request to the Voting Agent at either of the following addresses:

If by standard or overnight mail or hand delivery:	If by e-mail
Briggs Ballot Processing Center c/o KCC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245	<a href="mailto:BriggsInfo@kccllc.com">BriggsInfo@kccllc.com</a>

If you have any questions on how to properly complete this Ballot, please contact your Nominee. If you have questions about the Debtors’ chapter 11 cases, please contact the Voting Agent by telephone at (866) 544-7045 (U.S./Canada) or (781) 575-2084 (International) or by e-mail at <http://www.kccllc.net/Briggs/inquiry>. Please be advised that the Voting Agent cannot provide legal advice.

**THIS BALLOT IS TO BE USED FOR VOTING BY HOLDERS OF UNSECURED NOTES CLAIMS IN CLASS 4(x) – GENEARL UNSECURED CLAIMS. IF YOU ARE RETURNING YOUR BALLOT TO YOUR NOMINEE (AS DEFINED BELOW), IN ORDER FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE PROPERLY COMPLETED, SIGNED, AND RETURNED BY THE DEADLINE PROVIDED BY YOUR NOMINEE TO ALLOW SUFFICIENT TIME FOR YOUR VOTE TO BE INCLUDED ON A MASTER BALLOT AND FORWARDED TO THE VOTING AGENT SO THAT IT IS ACTUALLY RECEIVED BY THE VOTING DEADLINE, UNLESS SUCH TIME IS EXTENDED BY THE DEBTORS.**

**IMPORTANT NOTICE REGARDING TREATMENT OF CLASSES**

**CLASS 4(a) – General Unsecured Claims Against BSC**

Except to the extent that a holder of an Allowed General Unsecured Claim against BSC agrees to less favorable treatment of such Claim, in full and final satisfaction, compromise, and settlement of and in exchange for such Allowed General Unsecured Claim against BSC, each holder thereof shall receive its Pro Rata share of the Net Cash Proceeds (BSC) after the Priority Tax Claims against BSC, Priority Non-Tax Claims against BSC and the Other Secured Claims against BSC are satisfied (or reserved for) in full in accordance with the Plan, until all Allowed General Unsecured Claims against BSC are satisfied in full in Cash; *provided, however*, for purposes of determining the Pro Rata share hereunder, the PBGC Subordination shall be enforced.

**CLASS 4(b) – General Unsecured Claims Against BGI**

Except to the extent that a holder of an Allowed General Unsecured Claim against BGI agrees to less favorable treatment of such Claim, in full and final satisfaction, compromise, and settlement of and in exchange for such Allowed General Unsecured Claim against BGI, each holder thereof shall receive its Pro Rata share of the Net Cash Proceeds (BGI) after the Priority Tax Claims against BGI, Priority Non-Tax Claims against BGI and the Other Secured Claims against BGI are satisfied (or reserved for) in full in accordance with the Plan, until all Allowed General Unsecured Claims against BGI are satisfied in full in Cash; *provided, however*, for purposes of determining the Pro Rata share hereunder, the PBGC Subordination shall be enforced.

**CLASS 4(c) – General Unsecured Claims Against ABI**

Except to the extent that a holder of an Allowed General Unsecured Claim against ABI agrees to less favorable treatment of such Claim, in full and final satisfaction, compromise, and settlement of and in exchange for such Allowed General Unsecured Claim against ABI, each holder thereof shall receive its Pro Rata share of the Net Cash Proceeds (ABI) after the Priority Tax Claims against ABI, Priority Non-Tax Claims against ABI and the Other Secured Claims against ABI are satisfied (or reserved for) in full in accordance with the Plan, until all Allowed General Unsecured Claims against ABI are satisfied in full in Cash; *provided, however*, for purposes of determining the Pro Rata share hereunder, the PBGC Subordination shall be enforced.

**PLEASE READ THE DISCLOSURE STATEMENT AND PLAN FOR MORE DETAILS.**

The Plan can be confirmed by the United States Bankruptcy Court for the Eastern District of Missouri (the “**Bankruptcy Court**”) and thereby made binding on you if it is accepted by the holders of (i) at least two-thirds in amount of the allowed Claims or Interests voted in each Impaired Class, and (ii) if the Impaired Class is a class of Claims, more than one-half in number of the allowed Claims voted in each Impaired Class, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan (y) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (z) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or if you vote to reject the Plan. To have your vote counted, you must complete, sign, and return this Ballot to the Voting Agent by the Voting Deadline.

Your receipt of this Ballot does not indicate that your Claim(s) has been or will be Allowed. This Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of, or distribution on account of, Unsecured Notes Claims in Class 4(X). You must provide all of the information requested by this Ballot. Failure to do so may result in the disqualification of your vote.

**NOTICE REGARDING CERTAIN RELEASE,  
EXCULPATION, AND INJUNCTION PROVISIONS IN PLAN**

**If you (i) vote to accept the Plan or (ii) do not opt out of granting the releases set forth in the Plan, you shall be deemed to have consented to the releases contained in Section 10 of the Plan.**

10.4. *Injunction.*

(o) Upon entry of the Confirmation Order, all holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan in relation to any Claim extinguished, discharged, or released pursuant to the Plan.

(p) Except as expressly provided in the Plan, the Confirmation Order, or a separate order of the Bankruptcy Court, all Entities who have held, hold, or may hold Claims against or Interests in the Debtors (whether proof of such Claims or Interests has been filed or not and whether or not such Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan) and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates are permanently enjoined, on and after the Effective Date, solely with respect to any Claims, Interests, and Causes of Action that will be or are extinguished, discharged, or released pursuant to the Plan from (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors, or the Wind-Down Estates, as applicable; (ii) enforcing, levying, attaching (including, without limitation, any prejudgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the Debtors or the Wind-Down Estates; or the property of any of the Debtors or the Wind-Down Estates; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors or the Wind-Down Estates or the property of any of the Debtors or the Wind-Down Estates; (iv) asserting any right of setoff, directly or indirectly, against any obligation due from the

Debtors or the Wind-Down Estates, or against property or interests in property of any of the Debtors or the Wind-Down Estates, except as contemplated or Allowed by the Plan; and (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan.

(q) By accepting distributions pursuant to the Plan, each holder of an Allowed Claim extinguished, discharged, or released pursuant to the Plan will be deemed to have affirmatively and specifically consented to be bound by the Plan, including, without limitation, the injunctions set forth in this Section 10.4 of the Plan.

(r) The injunctions in this Section 10.4 of the Plan shall extend to any successors of the Debtors (including the Wind-Down Estates) and their respective property and interests in property.

10.5. *Releases by the Debtors.*

As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce the Plan, for good and valuable consideration, including their cooperation and contributions to the Chapter 11 Cases, and except as otherwise provided in the Plan or in the Confirmation Order, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, to the maximum extent permitted by law, by the Debtors, the Estates, and the Wind-Down Estates, in each case, on behalf of themselves and their respective successors, assigns, and representatives, and any and all other persons that may purport to assert any Cause of Action derivatively, by, through or on behalf of the foregoing Persons and Entities, from any and all Claims and Causes of Action, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise that the Debtors, the Estates, or the Wind-Down Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, in whole or in part, the Debtors, the Chapter 11 Cases, the pre- and post-petition marketing and sale process, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the Disclosure Statement, the Plan (including the Plan Supplement), instruments and other documents relating thereto, or the solicitation of votes with respect to the Plan, or any other act or omission, in all cases based upon any act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date; *provided*, that nothing herein shall be construed to release (i) the Released Parties from willful misconduct or intentional fraud as determined by a Final Order; or (ii) any obligation of any party under the Plan or any document, instrument, or agreement executed to implement the Plan (including the Plan Supplement) or the Confirmation Order; or (iii) any post-Effective Date obligations of any party or Entity under the Plan or any document, instrument, or agreement executed to implement the Plan (including the Plan Supplement) or the Confirmation Order.

10.6. *Releases by Holders of Claims and Interests.*

As of the Effective Date, except (A) for the right to enforce the Plan (including the Plan Supplement) and the Confirmation Order or any right or obligation arising under the Plan (including the Plan Supplement) or the Confirmation Order that remain in effect or become effective after the Effective Date and (B) as otherwise expressly provided in the Plan or in the Confirmation



Order, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever, released, and discharged by each of the following (each such Person or Entity, a “*Releasing Party*” and, collectively, the “*Releasing Parties*”):

(s) the Creditors’ Committee and each of its members in their capacity as such;

(t) all holders of Claims who are entitled to vote on the Plan and vote to accept the Plan;

(u) all holders of Claims who are (i) entitled to vote on the Plan and abstain from voting on the Plan or (ii) vote to reject the Plan and in either case, do not elect to exercise their right, as provided in the Ballot, to opt-out of granting the releases set forth in Section 0;

(v) all holders of Claims who are deemed to accept or reject the Plan, are provided with a notice of non-voting status providing them with the right to opt-out of the releases contained in this Section 10.6, and do not elect to exercise such right;

(w) with respect to any Person or Entity in the foregoing clauses (a) through (d), such entity’s predecessors, successors, assigns, subsidiaries, affiliates, managed accounts or funds, managed or controlled by such Entity and all Persons entitled to assert Claims through or on behalf of such Persons or Entities solely with respect to the matters for which the Releasing Parties are providing releases to the extent such Person or Entity would be obligated to release under principles of agency if it were so directed by the applicable Person or Entity in clauses (a) through (d);

in each case, from any and all Claims and Causes of Action, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, in law, equity, or otherwise, that entity would have been legally entitled to assert in their own right (whether individually, derivatively, or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising prior to the Effective Date, from, in whole or in part, the Debtors, the Chapter 11 Cases, the pre- and post-petition marketing and sale process, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Wind-Down Estates, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the Disclosure Statement, the Plan (including any Plan Supplement), the DIP Documents or any related agreements, instruments, and other documents relating thereto, or the solicitation of votes with respect to the Plan, or any other act or omission, in all cases based upon any act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date; *provided*, that nothing herein shall be construed to release (i) the Released Parties from willful misconduct or intentional fraud as determined by a Final Order; (ii) any obligation of any party under the Plan or any document, instrument, or agreement executed to implement the Plan; or (iii) any post-Effective Date obligations of any party or Entity under the Plan or any document, instrument, or agreement executed to implement the Plan (including the Plan Supplement) or the Confirmation Order; *provided*, further, that in the event that a Debtor has substantially defaulted in the performance of its obligations under the Plan prior to the date that all the distributions under the



Plan have been made by such Debtor, holders of Claims shall continue to have the same rights to enforce their Claims against such Debtor as they had prior to the consummation of the Plan (in addition to enforcing the Plan). Except as otherwise set forth in subsection (e) of this Section 10.6, the Persons and Entities in (a) through (d) of this Section 0 shall be permanently enjoined from prosecuting any of the foregoing Claims or Causes of Action released under this Section 0 against each of the Released Parties.

10.7. *Exculpation.*

To the maximum extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party is hereby released and exculpated from, any claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss, and liability for any claim in connection with or arising out of the administration of the Chapter 11 Cases, the postpetition marketing and sale process, the purchase, sale, or rescission of the purchase or sale of any security or asset of the Debtors; the negotiation and pursuit of the Disclosure Statement, the Plan, or the solicitation of votes for, or confirmation of, the Plan; the funding or consummation of the Plan; the occurrence of the Effective Date; the DIP Loan Documents; the administration of the Plan or the property to be distributed under the Plan; or the transactions in furtherance of any of the foregoing; except for fraud, gross negligence, or willful misconduct, as determined by a Final Order. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations and any other applicable law or rules protecting such Exculpated Parties from liability. Notwithstanding anything to the contrary in the foregoing, the exculpation set forth herein does not release any post-Effective Date obligation or liability of any Entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

10.8. *Waiver of Statutory Limitation on Releases.*

EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE PLAN (INCLUDING UNDER SECTION 10 OF THE PLAN) EXPRESSLY ACKNOWLEDGES THAT ALTHOUGH ORDINARILY A GENERAL RELEASE MAY NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE PARTY RELEASED, IT HAS CAREFULLY CONSIDERED AND TAKEN INTO ACCOUNT IN DETERMINING TO ENTER INTO THE ABOVE RELEASES THE POSSIBLE EXISTENCE OF SUCH UNKNOWN LOSSES OR CLAIMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH RELEASING PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS CONFERRED UPON IT BY ANY STATUTE OR RULE OF LAW WHICH PROVIDES THAT A RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CLAIMANT DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE RELEASED PARTY, INCLUDING THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542. THE RELEASES CONTAINED IN SECTION 10 OF THE PLAN ARE EFFECTIVE REGARDLESS OF WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.

10.9. *Release of Liens*

Except as otherwise provided in the Plan, the Confirmation Order, or any instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully

released, settled, and compromised and all rights, titles, and interests of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall revert to the Debtors or the Wind-Down Estates, as applicable.

**Relevant Definitions Related to Release and Exculpation Provisions:**

**“Exculpated Parties”** means collectively: (a) the Debtors, (b) the Wind-Down Estates, (c) the Plan Administrator, (d) the Creditors’ Committee and each of its members in their capacity as such, and (e) with respect to each of the foregoing Persons or Entities in clauses (a) through (d), all of their Related Parties who acted on their behalf in connection with the matters as to which exculpation is provided herein.

**“Released Parties”** means collectively: (a) the Debtors, (b) the Creditors’ Committee and each of its members in their capacity as such, (c) the Unsecured Notes Indenture Trustee, and (d) with respect to each of the foregoing entities in clauses (a) through (c), such Entities’ respective Related Parties.

**YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.**

**PLEASE READ THE ATTACHED VOTING INFORMATION  
AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT**

PLEASE COMPLETE ITEMS 1, 2, 3, 4, AND 5. IF THIS BALLOT HAS NOT BEEN PROPERLY SIGNED IN THE SPACE PROVIDED, YOUR VOTE MAY NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

**Item 1. Principal Amount of Claims.** The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the holder (or authorized signatory of such a holder) of Unsecured Notes Claims in the principal amount set forth below.

\$

**Item 2. Votes on the Plan.** Please vote either to accept or to reject the Plan with respect to your Claims below. Any Ballot not marked either to accept or reject the Plan, or marked both to accept and reject the Plan, shall not be counted in determining acceptance or rejection of the Plan.

**Prior to voting on the Plan, please note the following:**

**If you vote to accept the Plan, you shall be deemed to have consented to the release, injunction, and exculpation provisions set forth in Sections 10.4, 10.5, 10.6, 10.7, 10.8, and 10.9 of the Plan.**

**If you (i) do not vote either to accept or reject the Plan or (ii) vote to reject the Plan and, in each case, do not check the box in Item 3 below, you shall be deemed to have consented to the release provisions set forth in Section 10.6 of the Plan.**

**The Disclosure Statement and the Plan must be referenced for a complete description of the release, injunction, and exculpation.**

The undersigned holder of a Class 4(X) – General Unsecured Claim against [DEBTOR] (Unsecured Notes) votes to (check one box):

Accept the Plan

Reject the Plan

**Item 3. Optional Opt Out Release Election.** Check the box below if you elect not to grant the releases contained in Section 10.6 of the Plan. If you voted to accept the Plan in Item 2 above, you may not complete this Item 3, and if you complete this Item 3, your “opt out” election will be ineffective. If you voted to reject the Plan in Item 2 above, or if you are abstaining from voting to accept or reject the Plan, check this box if you elect not to grant the releases contained in Section 10.6 of the Plan. Election to withhold consent is at your option. If you submit a rejecting Ballot, or if you abstain from submitting a Ballot, and in each case, you do not check the box below, you will be deemed to consent to the releases contained in Section 10.6 of the Plan to the fullest extent permitted by applicable law. The Holder of the Class 4(X) General Unsecured Claim set forth in Item 1 elects to:

OPT OUT of the releases contained in Section 10.6 of the Plan.

**Item 4. Certifications as to Class 4(X) – Unsecured Notes Claims Held in Additional Accounts.**

By completing and returning this Beneficial Holder Ballot, the undersigned Beneficial Holder certifies that either (1) it has not submitted any other Ballots for other Class 4(X) – Unsecured Notes Claims held in other accounts or other record names or (2) it has provided the information specified in the following table for all other Class 4(X) – Unsecured Notes Claims for which it has submitted additional Beneficial Holder Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED CLASS 4(X) – UNSECURED NOTES CLAIMS ON A BENEFICIAL HOLDER BALLOT OTHER THAN THIS BENEFICIAL HOLDER BALLOT.

Name of Beneficial Holder	Account Number	Nominee	Principal Amount of Other Class 4 – Prepetition Notes Claims Voted
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$
6.			\$
7.			\$
8.			\$
9.			\$
10.			\$

**Item 5. Acknowledgments.** By signing this Ballot, the Holder (or authorized signatory of such Holder) acknowledges receipt of the Plan, the Disclosure Statement, and the other applicable solicitation materials, and certifies that (i) it has the power and authority to vote to accept or reject the Plan, (ii) it was the Holder (or is entitled to vote on behalf of such Holder) of the General Unsecured Claims (Unsecured Notes) described in Item 1 as of the Voting Record Date, and (iii) all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder, shall be binding on the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned, and shall not be affected by, and shall survive, the death or incapacity of the undersigned.

Name of Holder: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signatory (if different than Claimant): \_\_\_\_\_

If by Authorized Agent, Name and Title: \_\_\_\_\_

Name of Institution: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Date Completed: \_\_\_\_\_

**VOTING INFORMATION AND INSTRUCTIONS FOR  
COMPLETING THE BENEFICIAL HOLDER BALLOT**

1. Complete the Beneficial Holder Ballot by providing all the information requested, signing, dating, and returning the Ballot. Please return the Ballot in the envelope provided, or as otherwise directed by your broker, dealer, commercial bank, trust company, or other agent designated as your nominee (the “**Nominee**”).
2. If it is the Nominee’s customary practice to collect votes from its Beneficial Holder clients by telephone, e-mail, “voter information form,” or otherwise, the Nominee is authorized to follow those customary practices (in addition to or in lieu of a Beneficial Holder Ballot).
3. After collecting all of the Beneficial Holder Ballots, the Nominee should, in turn, (i) compile the votes and other information from the Beneficial Holder Ballots, (ii) complete and execute the Master Ballot, and (iii) deliver the Master Ballot to the Voting Agent so that it is RECEIVED by the Voting Agent on or before the Voting Deadline.
4. Ballots received by the Voting Agent after the Voting Deadline (if the Voting Deadline has not been extended) shall not be counted as either an acceptance or a rejection. The Voting Agent will tabulate all properly completed Ballots received on or before the Voting Deadline.
5. A Nominee may advise Beneficial Holders to return Beneficial Holder Ballots to the Nominee by a date calculated by the Nominee to allow it sufficient time to prepare and return the Master Ballot to the Voting Agent so that it is received by the Voting Deadline.
6. Any Ballot that is illegible, contains insufficient information to identify the Beneficial Holder, does not contain an original signature, or is unsigned, will not be counted by the Nominee.
7. Votes cast by Beneficial Holders through Nominees will be applied to the applicable positions held by such Nominees of certain Unsecured Notes, as applicable, as of the Voting Record Date, as evidenced by the applicable records. Votes submitted by a Nominee will not be counted in excess of the amount of such Claims or Interests held by such Nominee as of the Voting Record Date.
8. If conflicting votes or “over-votes” are submitted by a Nominee, the Debtors will use reasonable efforts to reconcile discrepancies with the Nominee.
9. If over-votes on a Master Ballot are not reconciled prior to the preparation of the Voting Report, the Debtors shall apply the votes to accept and to reject the Plan in the same proportion as the votes to accept and to reject the Plan submitted on the Master Ballot that contained the over-vote, but only to the extent of the Nominee’s position, as of the Voting Record Date, of certain Unsecured Notes.
10. A single Nominee may complete and deliver to the Voting Agent multiple Master Ballots. Votes reflected on multiple Master Ballots will be counted, except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the last-dated valid Master Ballot received prior to the Voting Deadline will, to the extent of such inconsistency, supersede and revoke any prior dated Master Ballot.
11. Creditors must vote all of their Claim(s) within a particular Class under the Plan, either to accept or reject the Plan and may not split their vote(s).
12. The Ballot does not constitute, and shall not be deemed to be, a proof of Claim or an assertion or admission of Claims.
13. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan.

14. If (i) the Debtors revoke or withdraw the Plan, or (ii) the Confirmation Order is not entered or consummation of the Plan does not occur, this Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.
15. If no votes to accept or reject the Plan are received with respect to a particular Class that contains holders entitled to vote in such Class, such Class be deemed to have voted to accept the Plan.
16. There may be changes made to the Plan that do not cause material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan.
17. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT, ANY SUPPLEMENTAL INFORMATION PROVIDED BY THE DEBTORS, OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.
18. THE VOTING AGENT IS NOT AUTHORIZED TO AND WILL NOT PROVIDE LEGAL ADVICE.

**PLEASE RETURN YOUR BALLOT PROMPTLY IN THE ENVELOPE PROVIDED OR AS OTHERWISE DIRECTED BY YOUR NOMINEE. PLEASE ALLOW SUFFICIENT TIME FOR YOUR BALLOT TO BE INCLUDED ON A MASTER BALLOT COMPLETED BY YOUR NOMINEE. THE MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING AGENT ON OR BEFORE THE VOTING DEADLINE.**

IF YOU (I) HAVE ANY QUESTIONS REGARDING THE BALLOT OR SOLICITATION PROCEDURES, (II) DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR THE PLAN, OR (III) NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE VOTING AGENT BY CALLING (866) 544-7045 (U.S./CANADA TOLL-FREE) or (781) 575-2084 (INTERNATIONAL) OR BY E-MAIL TO <http://www.kcellc.net/Briggs/inquiry>.

PLEASE DO NOT DIRECT ANY INQUIRIES TO TE BANKRUPTCY COURT.