

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

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

**NOTICE OF FILING OF AMENDED EXHIBITS
TO THE DISCLOSURE STATEMENT APPROVAL MOTION**

PLEASE TAKE NOTICE that on October 10, 2020, the Debtors filed the *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* [ECF No. 1070] (the “**Motion**”). Exhibits B, C-1, C-2, C-3, D, E, and F to the Motion are forms of (i) ballots for voting on the Plan, (ii) notices of non-voting status with opt-out forms attached thereto, and (iii) the confirmation hearing notice (collectively, the “**Initial Exhibits**”).

PLEASE TAKE FURTHER NOTICE that attached hereto as **Annex 1** are amended versions of the Initial Exhibits (the “**Amended Exhibits**”) and attached hereto as **Annex 2** are blacklines of the Amended Exhibits against the Initial Exhibits.

PLEASE TAKE FURTHER NOTICE that the Debtors reserve all rights to make further amendments and modifications to the Amended Exhibits.



Dated: November 7, 2020
St. Louis, Missouri

Respectfully submitted,

CARMODY MACDONALD P.C.

/s/ Robert E. Eggmann

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Annex 1

Amended Disclosure Statement Approval Motion Exhibits

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

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

SUMMARY OF DISCLOSURE STATEMENT APPROVAL MOTION EXHIBITS

The following is a summary of the exhibits (the “**Exhibits**”) filed with the Debtors’ *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* [ECF No. 1070] (the “**Motion**”).¹

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

Copies of the Exhibits will be made available electronically on the website maintained for the Debtors by the Debtors’ Voting Agent, KCC, at <http://www.kccllc.net/Briggs>.

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¹ Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Motion.

Exhibit B

Confirmation Hearing Notice

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

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

PLEASE TAKE NOTICE that:

1. **Approval of Disclosure Statement.** On November [●], 2020, the United States Bankruptcy Court for the Eastern District of Missouri (the “**Bankruptcy Court**”) entered the *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 the Form of Ballots and Establishing Procedures for Voting on the Plan; and (V) Granting Related Relief* [Docket No. ●] (the “**Order**”), approving the *Amended Disclosure Statement for Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors* (as it may be further amended, modified and supplemented, the “**Disclosure Statement**”) [Docket No. ●], filed by Briggs & Stratton Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), for use by the Debtors in soliciting acceptances or rejections of the *Amended Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors* [Docket No. ●], dated November 6, 2020, (as it may be further amended, modified, and supplemented, the “**Plan**”), from holders of impaired Claims against the Debtors (each, as defined in the Plan), who are (or may be) entitled to receive distributions under the Plan.

2. **Access to the Disclosure Statement, the Plan and the Order.** Interested parties may review the Disclosure Statement, the Plan and the Order, free of charge at <http://www.kccellc.net/Briggs>. In addition, the Disclosure Statement, the Plan and the Order are on file with the Bankruptcy Court and may be reviewed by accessing the Bankruptcy Court’s website at: <https://www.moeb.uscourts.gov/>. A login and password to the Court’s Public Access to Electronic Court Records (“**PACER**”) are required to access the information on the Court’s website and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov). Copies of the Disclosure Statement, the Plan and the Order may also be examined by interested parties during normal business hours at the office of the Clerk of the Bankruptcy Court. Furthermore, in accordance with Bankruptcy Rule 3017(a) and Local Rule 3017(B), upon written request to the Debtors’ Voting Agent, Kurtzman Carson Consultants LLC (the “**Voting Agent**”), the Debtors will provide, at no charge to the requesting party, copies of the

Disclosure Statement, the Plan, or the Order. Such requests shall be made to the Voting Agent at the following address or e-mail:

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

3. **Confirmation Hearing.** A hearing (the “**Confirmation Hearing**”) to consider confirmation of the Plan will be held on **December 18, 2020 at 9:00 a.m. (Central Time)**, in the United States Bankruptcy Court for the Eastern District of Missouri, 5th Floor, North Courtroom, Thomas F. Eagleton United States Courthouse, 111 South Tenth Street, St. Louis, Missouri. The Confirmation Hearing may be continued from time to time without further notice other than the announcement by the Debtors at the Confirmation Hearing or any continued hearing or as indicated in any notice of agenda for matters scheduled for hearing filed by the Debtors with the Bankruptcy Court, and the Plan may be amended or modified, if necessary, prior to, during, or as a result of the Confirmation Hearing, without further notice to interested parties.

4. **Objection Deadline.** Pursuant to Local Rule 3020(A) of the Local Rules of Bankruptcy Procedure for the Eastern District of Missouri (the “**Local Rules**”), the Order establishes **December 11, 2020 at 5:00 p.m. (Central Time)** (the “**Objection Deadline**”) as the last day for filing and serving written objections to confirmation of the Plan.

5. **Objections to Confirmation.** 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 of such party;
- (c) state with particularity the basis and nature of any objection;
- (d) conform to the Federal Rules of Bankruptcy Procedure (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, in writing with the United States Bankruptcy Court Clerk’s Office, 111 S. 10th Street, 4th Floor, St. Louis, Missouri 63102; and
- (f) be filed and served so as to be received no later than the Objection Deadline by the Court and the Notice Parties.

6. Pursuant to Local Rule 3020(A), objections to confirmation of the Plan must also be served on (i) the plan proponent, (ii) any parties on the Local Rule 9013-3(D) Master Service List, and (iii) any entity making a written request. In accordance with Local Rule 3020(A), objections must be served on the following parties:

Debtors

Briggs & Stratton Corporation, *et al.*
c/o Kurtzman Carson Consultants LLC,
222 N. Pacific Coast Highway
Suite 300
El Segundo, California 90245

Office of the U.S. Trustee

Office of the U.S. Trustee for
the Eastern District of Missouri
111 South 10th Street
Suite 6.353
St. Louis, Missouri 63102
Attn: Sirena T. Wilson, Esq.
Email: sirena.wilson@usdoj.gov

Attorneys to the Debtors

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Attorneys to the Creditors' Committee

Brown Rudnick LLP
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Attn.: Robert J. Stark, Esq.
Oksana P. Lashko, Esq.
Andrew M. Carty, Esq.
Email: rstark@brownrudnick.com
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Attorneys to the Creditors' Committee

Doster Ullom & Boyle, LLC
16150 Main Circle Drive
Suite 250
Chesterfield, Missouri 63017
Attn: Gregory D. Willard, Esq.
Alexander L. Moen, Esq.
Email: gwillard@dubllc.com
amoen@dubllc

IF ANY OBJECTION TO CONFIRMATION OF THE PLAN IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT, THE OBJECTING PARTY WILL BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN, AND THE OBJECTING PARTY WILL NOT BE HEARD AT THE CONFIRMATION HEARING.

7. **Voting Deadline.** The Order establishes **December 11, 2020 at 5:00 p.m.** (Central Time) as the last day to submit a written ballot to accept or reject the Plan (the “**Voting Deadline**”). The ballots must be delivered to and actually received by the Voting Agent by no later than 5:00 p.m. (Central Time) on or before December 11, 2020 at either of the following addresses:

If by standard or overnight mail or hand delivery:	If by e-balloting portal:
Briggs Ballot Processing Center c/o KCC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245	Visit http://www.kccllc.net/briggs , click on the “Submit eBallot” link and following the instructions set forth on the website

8. **Voting Record Date.** Holders of Claims against the Debtors in the following Classes as of November 9, 2020 are entitled to vote on the Plan:

Class	Designation	Treatment	Entitled to Vote
4(a)	General Unsecured Claims against BSC	Impaired	Yes
4(b)	General Unsecured Claims against BGI	Impaired	Yes
4(c)	General Unsecured Claims against ABI	Impaired	Yes
4(d)	General Unsecured Claims against BSI	Impaired	Yes
4(e)	General Unsecured Claims against BST	Impaired	Yes

9. **Parties in Interest Not Entitled to Vote.** The following holders of Claims and Interests are not entitled to vote on the plan: (A) holders of unimpaired Claims that are presumed to accept the Plan (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); and (B) holders of impaired Claims or Interests that are deemed to reject the Plan (Classes 5(a) through 5(e) – Subordinated Securities Claims against each Debtor, Classes 6(a) through 6(d) – Intercompany Interests in each Debtor, and Class 7(a) – Equity Interests in BSC).

10. **Notice of Non-Voting Status.** Pursuant to the Order, holders of Claims and Interests in Classes 1(a) through 1(e), 2(a) through 2(e), 3(a) through 3(a), and 5(a) through 5(e), 6(a) through 6(d) and 7(a) will receive a Notice of Non-Voting Status.

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

12. **Challenging the Allowance of a Claim for Voting Purposes.** Paragraph [13] of the Order establishes certain procedures for voting and ballot tabulation purposes. If any holder of a Claim seeks to challenge the allowance (or disallowance) of its Claim for voting purposes in accordance with the above procedures, the Debtors request that the Court direct such creditor to serve on the Debtors and file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim in a different amount for purposes of voting to accept or reject the Plan (a “**Rule 3018(a) Motion**”) by **December 1, 2020**. If a holder of a Claim files a timely Rule 3018(a) Motion, such holder’s Ballot should not be counted unless temporarily allowed by the Court for voting purposes, after notice and a hearing, pursuant to an order entered by the Court.

13. **Classification and Treatment.** A chart summarizing the treatment provided by the Plan to each class of Claims and Interests is included in Annex A. Annex A is qualified in its entirety by reference to the Plan.

14. **Releases by Holders of Claims and Interests.** Please be advised that under the Plan, the following holders of Claims or Interests are deemed to have granted the releases contained in Section 10.6 of the Plan:

- (a) the Creditors’ Committee and each of its members in their capacity as such;
- (b) all holders of Claims who are entitled to vote on the Plan and vote to accept the Plan;

- (c) all holders of Claims who (i) are entitled to vote on the Plan and 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 this Section 10.6;
- (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).

ELECTION TO WITHHOLD CONSENT TO THE RELEASES CONTAINED IN THE PLAN IS AT THE OPTION OF THE CLAIM OR INTEREST HOLDER. HOLDERS OF CLAIMS ENTITLED TO VOTE MAY "OPT-OUT" OF THE RELEASES ON THEIR BALLOTS, BUT ONLY IF SUCH HOLDERS DO NOT VOTE TO ACCEPT THE PLAN. HOLDERS OF CLAIMS AND INTERESTS NOT ENTITLED TO VOTE MAY SUBMIT AN OPT-OUT FORM TO OPT-OUT OF THE RELEASES, AS DESCRIBED IN MORE DETAIL IN THE NOTICE OF NON-VOTING STATUS.

15. ***Injunction, Exculpation and Debtors' Releases.*** The Plan also contains provisions regarding injunction, exculpation and releases by the Debtors that may affect your rights, such as those set forth in Sections 10.4 through 10.11 of the Plan and in Annex A. Annex A is qualified in its entirety by reference to the Plan.

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

17. ***Additional Information.*** Any party in interest wishing to obtain information about the solicitation procedures should contact the Voting Agent by telephone at (866) 544-7045 (U.S./Canada) or (781) 575-2084 (International) or by e-mail at <http://www.kccllc.net/Briggs/inquiry>.

THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

Dated: November 6, 2020
St. Louis, Missouri

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120 S. Central Avenue, Suite 1800
St. Louis, Missouri 63105
Telephone: (314) 854-8600
Facsimile: (314) 854-8660
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Annex A¹

Summary of Plan Classification and Treatment of Claims and Interests

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan²
1(a)	Priority Tax Claims against BSC	Except to the extent that a holder of an Allowed Priority Tax Claim against BSC agrees to less favorable treatment, each holder of an Allowed Priority Tax Claim against BSC shall receive, in full and final satisfaction of such Allowed Priority Tax Claim against BSC, at the sole option of the Debtors or the Plan Administrator, as applicable, (a) Cash (from the Net Cash Proceeds (BSC)) in an amount equal to such Allowed Priority Tax Claim against BSC on, or as soon thereafter as is reasonably practicable, the later of (i) the Effective Date, to the extent such Claim is an Allowed Priority Tax Claim against BSC on the Effective Date; (ii) the first Business Day after the date that is forty-five (45) calendar days after the date such Priority Tax Claim becomes an Allowed Priority Tax Claim against BSC; and (iii) the date such Allowed Priority Tax Claim against BSC is due and payable in the ordinary course as such obligation becomes due; or (b) equal annual Cash payments (from the Net Cash Proceeds (BSC)) in an aggregate amount equal to the amount of such Allowed Priority Tax Claim against BSC, together with interest at the applicable rate under section 511 of the Bankruptcy Code, over a period not exceeding five (5) years from and after the Petition Date; <i>provided</i> , that the Debtors reserve the right to prepay all or a portion of any such amounts at any time under this option without penalty or premium.	Unimpaired	No (Presumed to accept)	100%
1(b)	Priority Tax Claims against BGI	Except to the extent that a holder of an Allowed Priority Tax Claim against BGI agrees to less favorable treatment, each holder of an Allowed Priority Tax Claim against BGI shall receive, in full and final satisfaction of such Allowed Priority Tax Claim against BGI, at the sole option of the Debtors or the Plan Administrator, as applicable, (a) Cash (from the Net Cash Proceeds (BGI)) in an amount equal to such Allowed Priority Tax Claim against BGI on, or as soon thereafter as is reasonably practicable, the later of (i) the Effective Date, to the extent such Claim is an Allowed Priority Tax Claim against BGI on the Effective Date; (ii) the first Business Day after the date that is forty-five (45) calendar days after the date such Priority Tax Claim becomes an Allowed	Unimpaired	No (Presumed to accept)	100%

¹ **Annex A** is qualified in its entirety by reference to the Plan.

² The recovery percentages listed herein for Classes 4(a)-4(e) take into account the PBGC subordination and reflect recoveries to General Unsecured Creditors other than the PBGC. In addition, please note that the recovery percentages for such Classes are estimates only and as the General Bar Date occurred on October 7, 2020 and certain other bar dates have not yet occurred, as discussed in Section IV(G) of the Disclosure Statement, the Debtors have only begun to reconcile claims. The high end of the range is based on the Debtors' estimate of known liquidated claims with the low end of the range being calculated using a placeholder estimate of unknown and unliquidated claims.

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
		Priority Tax Claim against BGI; and (iii) the date such Allowed Priority Tax Claim against BGI is due and payable in the ordinary course as such obligation becomes due; or (b) equal annual Cash (from the Net Cash Proceeds (BGI)) payments in an aggregate amount equal to the amount of such Allowed Priority Tax Claim against BGI, together with interest at the applicable rate under section 511 of the Bankruptcy Code, over a period not exceeding five (5) years from and after the Petition Date; <i>provided</i> , that the Debtors reserve the right to prepay all or a portion of any such amounts at any time under this option without penalty or premium.			
1(c)	Priority Tax Claims against ABI	Except to the extent that a holder of an Allowed Priority Tax Claim against ABI agrees to less favorable treatment, each holder of an Allowed Priority Tax Claim against ABI shall receive, in full and final satisfaction of such Allowed Priority Tax Claim against ABI, at the sole option of the Debtors or the Plan Administrator, as applicable, (a) Cash (from the Net Cash Proceeds (ABI)) in an amount equal to such Allowed Priority Tax Claim against ABI on, or as soon thereafter as is reasonably practicable, the later of (i) the Effective Date, to the extent such Claim is an Allowed Priority Tax Claim against ABI on the Effective Date; (ii) the first Business Day after the date that is forty-five (45) calendar days after the date such Priority Tax Claim becomes an Allowed Priority Tax Claim against ABI; and (iii) the date such Allowed Priority Tax Claim against ABI is due and payable in the ordinary course as such obligation becomes due; or (b) equal annual Cash payments (from the Net Cash Proceeds (ABI)) in an aggregate amount equal to the amount of such Allowed Priority Tax Claim against ABI, together with interest at the applicable rate under section 511 of the Bankruptcy Code, over a period not exceeding five (5) years from and after the Petition Date; <i>provided</i> , that the Debtors reserve the right to prepay all or a portion of any such amounts at any time under this option without penalty or premium.	Unimpaired	No (Presumed to accept)	100%
1(d)	Priority Tax Claims against BSI	Except to the extent that a holder of an Allowed Priority Tax Claim against BSI agrees to less favorable treatment, each holder of an Allowed Priority Tax Claim against BSI shall receive, in full and final satisfaction of such Allowed Priority Tax Claim against BSI, at the sole option of the Debtors or the Plan Administrator, as applicable, (a) Cash (from the Net Cash Proceeds (BSI)) in an amount equal to such Allowed Priority Tax Claim against BSI on, or as soon thereafter as is reasonably practicable, the later of (i) the Effective Date, to the extent such Claim is an Allowed Priority Tax Claim against BSI on the Effective Date; (ii) the first Business Day after the date that is forty-five (45) calendar days after the date such Priority Tax Claim becomes an Allowed Priority Tax Claim against BSI; and (iii) the date such Allowed Priority Tax Claim against BSI is due and	Unimpaired	No (Presumed to accept)	100%

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
		payable in the ordinary course as such obligation becomes due; or (b) equal annual Cash payments (from the Net Cash Proceeds (BSI)) in an aggregate amount equal to the amount of such Allowed Priority Tax Claim against BSI, together with interest at the applicable rate under section 511 of the Bankruptcy Code, over a period not exceeding five (5) years from and after the Petition Date; <i>provided</i> , that the Debtors reserve the right to prepay all or a portion of any such amounts at any time under this option without penalty or premium.			
1(e)	Priority Tax Claims against BST	Except to the extent that a holder of an Allowed Priority Tax Claim against BST agrees to less favorable treatment, each holder of an Allowed Priority Tax Claim against BST shall receive, in full and final satisfaction of such Allowed Priority Tax Claim against BST, at the sole option of the Debtors or the Plan Administrator, as applicable, (a) Cash (from the Net Cash Proceeds (BST)) in an amount equal to such Allowed Priority Tax Claim against BST on, or as soon thereafter as is reasonably practicable, the later of (i) the Effective Date, to the extent such Claim is an Allowed Priority Tax Claim against BST on the Effective Date; (ii) the first Business Day after the date that is forty-five (45) calendar days after the date such Priority Tax Claim becomes an Allowed Priority Tax Claim against BST; and (iii) the date such Allowed Priority Tax Claim against BST is due and payable in the ordinary course as such obligation becomes due; or (b) equal annual Cash payments (from the Net Cash Proceeds (BST)) in an aggregate amount equal to the amount of such Allowed Priority Tax Claim against BST, together with interest at the applicable rate under section 511 of the Bankruptcy Code, over a period not exceeding five (5) years from and after the Petition Date; <i>provided</i> , that the Debtors reserve the right to prepay all or a portion of any such amounts at any time under this option without penalty or premium.	Unimpaired	No (Presumed to accept)	100%
2(a)	Priority Non-Tax Claims against BSC	Except to the extent that a holder of an Allowed Priority Non-Tax Claim against BSC agrees to less favorable treatment, on or as soon as practicable after the Effective Date, each holder thereof shall be paid in full in Cash (from the Net Cash Proceeds (BSC)) or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.	Unimpaired	No (Presumed to accept)	100%
2(b)	Priority Non-Tax Claims against BGI	Except to the extent that a holder of an Allowed Priority Non-Tax Claim against BGI agrees to less favorable treatment, on or as soon as practicable after the Effective Date, each holder thereof shall be paid in full in Cash (from the Net Cash Proceeds (BGI)) or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.	Unimpaired	No (Presumed to accept)	100%

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
2(c)	Priority Non-Tax Claims against ABI	Except to the extent that a holder of an Allowed Priority Non-Tax Claim against ABI agrees to less favorable treatment, on or as soon as practicable after the Effective Date, each holder thereof shall be paid in full in Cash (from the Net Cash Proceeds (ABI)) or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.	Unimpaired	No (Presumed to accept)	100%
2(d)	Priority Non-Tax Claims against BSI	Except to the extent that a holder of an Allowed Priority Non-Tax Claim against BSI agrees to less favorable treatment, on or as soon as practicable after the Effective Date, each holder thereof shall be paid in full in Cash (from the Net Cash Proceeds (BSI)) or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.	Unimpaired	No (Presumed to accept)	100%
2(e)	Priority Non-Tax Claims against BST	Except to the extent that a holder of an Allowed Priority Non-Tax Claim against BST agrees to less favorable treatment, on or as soon as practicable after the Effective Date, each holder thereof shall be paid in full in Cash (from the Net Cash Proceeds (BST)) or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.	Unimpaired	No (Presumed to accept)	100%
3(a)	Other Secured Claims against BSC	<p>(i) Except to the extent that a holder of an Allowed Other Secured Claim against BSC agrees to different treatment, on the later of the Effective Date and the date that is thirty (30) days after the date such Other Secured Claim against BSC becomes an Allowed Claim, or as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim against BSC will receive, on account of such Allowed Claim, at the sole option of the Debtors or the Plan Administrator, as applicable: (a) Cash (from the Net Cash Proceeds (BSC)) in an amount equal to the Allowed amount of such Claim; (b) such other treatment sufficient to render such holder's Allowed Other Secured Claim against BSC Unimpaired; or (c) return of the applicable collateral in satisfaction of the Allowed amount of such Other Secured Claim against BSC.</p> <p>(ii) Except as otherwise specifically provided in the Plan, upon the payment in full in Cash of an Other Secured Claim against BSC, any Lien securing an Other Secured Claim against BSC that is paid in full, in Cash, shall be deemed released, and the holder of such Other Secured Claim against BSC shall be authorized and directed to release any collateral or other property of the Debtors (including any Cash collateral) held by such holder and to take such actions as may be requested by the Plan Administrator, to evidence the release of such Lien, including the execution, delivery and filing or recording of such releases as may be requested by the Plan Administrator.</p>	Unimpaired	No (Presumed to accept)	100%

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
3(b)	Other Secured Claims against BGI	<p>(i) Except to the extent that a holder of an Allowed Other Secured Claim against BGI agrees to different treatment, on the later of the Effective Date and the date that is thirty (30) days after the date such Other Secured Claim against BGI becomes an Allowed Claim, or as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim against BGI will receive, on account of such Allowed Claim, at the sole option of the Debtors or the Plan Administrator, as applicable: (a) Cash (from the Net Cash Proceeds (BGI)) in an amount equal to the Allowed amount of such Claim; (b) such other treatment sufficient to render such holder's Allowed Other Secured Claim against BGI Unimpaired; or (c) return of the applicable collateral in satisfaction of the Allowed amount of such Other Secured Claim against BGI.</p> <p>(ii) Except as otherwise specifically provided in the Plan, upon the payment in full in Cash of an Other Secured Claim against BGI, any Lien securing an Other Secured Claim against BGI that is paid in full, in Cash, shall be deemed released, and the holder of such Other Secured Claim against BGI shall be authorized and directed to release any collateral or other property of the Debtors (including any Cash collateral) held by such holder and to take such actions as may be requested by the Plan Administrator, to evidence the release of such Lien, including the execution, delivery and filing or recording of such releases as may be requested by the Plan Administrator.</p>	Unimpaired	No (Presumed to accept)	100%
3(c)	Other Secured Claims against ABI	<p>(i) Except to the extent that a holder of an Allowed Other Secured Claim against ABI agrees to different treatment, on the later of the Effective Date and the date that is thirty (30) days after the date such Other Secured Claim against ABI becomes an Allowed Claim, or as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim against ABI will receive, on account of such Allowed Claim, at the sole option of the Debtors or the Plan Administrator, as applicable: (a) Cash (from the Net Cash Proceeds (ABI)) in an amount equal to the Allowed amount of such Claim; (b) such other treatment sufficient to render such holder's Allowed Other Secured Claim against ABI Unimpaired; or (c) return of the applicable collateral in satisfaction of the Allowed amount of such Other Secured Claim against ABI.</p> <p>(ii) Except as otherwise specifically provided in the Plan, upon the payment in full in Cash of an Other Secured Claim against ABI, any Lien securing an Other Secured Claim against ABI that is paid in full, in Cash, shall be deemed released, and the holder of such Other Secured Claim against ABI shall be authorized and directed to release any collateral or other property of the Debtors (including any Cash collateral) held by such holder and to take such actions</p>	Unimpaired	No (Presumed to accept)	100%

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
		as may be requested by the Plan Administrator, to evidence the release of such Lien, including the execution, delivery and filing or recording of such releases as may be requested by the Plan Administrator.			
3(d)	Other Secured Claims against BSI	<p>(i) Except to the extent that a holder of an Allowed Other Secured Claim against BSI agrees to different treatment, on the later of the Effective Date and the date that is thirty (30) days after the date such Other Secured Claim against BSI becomes an Allowed Claim, or as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim against BSI will receive, on account of such Allowed Claim, at the sole option of the Debtors or the Plan Administrator, as applicable: (a) Cash (from the Net Cash Proceeds (BSI)) in an amount equal to the Allowed amount of such Claim; (b) such other treatment sufficient to render such holder's Allowed Other Secured Claim against BSI Unimpaired; or (c) return of the applicable collateral in satisfaction of the Allowed amount of such Other Secured Claim against BSI.</p> <p>(ii) Except as otherwise specifically provided the Plan, upon the payment in full in Cash of an Other Secured Claim against BSI, any Lien securing an Other Secured Claim against BSI that is paid in full, in Cash, shall be deemed released, and the holder of such Other Secured Claim against BSI shall be authorized and directed to release any collateral or other property of the Debtors (including any Cash collateral) held by such holder and to take such actions as may be requested by the Plan Administrator, to evidence the release of such Lien, including the execution, delivery and filing or recording of such releases as may be requested by the Plan Administrator.</p>	Unimpaired	No (Presumed to accept)	100%
3(e)	Other Secured Claims against BST	<p>(i) Except to the extent that a holder of an Allowed Other Secured Claim against BST agrees to different treatment, on the later of the Effective Date and the date that is thirty (30) days after the date such Other Secured Claim against BST becomes an Allowed Claim, or as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim against BST will receive, on account of such Allowed Claim, at the sole option of the Debtors or the Plan Administrator, as applicable: (a) Cash (from the Net Cash Proceeds (BST)) in an amount equal to the Allowed amount of such Claim; (b) such other treatment sufficient to render such holder's Allowed Other Secured Claim against BST Unimpaired; or (c) return of the applicable collateral in satisfaction of the Allowed amount of such Other Secured Claim against BST.</p> <p>(ii) Except as otherwise specifically provided in the Plan, upon the payment in full in Cash of an Other Secured Claim against BST, any Lien securing an</p>	Unimpaired	No (Presumed to accept)	100%

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
		Other Secured Claim against BST that is paid in full, in Cash, shall be deemed released, and the holder of such Other Secured Claim against BST shall be authorized and directed to release any collateral or other property of the Debtors (including any Cash collateral) held by such holder and to take such actions as may be requested by the Plan Administrator, to evidence the release of such Lien, including the execution, delivery and filing or recording of such releases as may be requested by the Plan Administrator.			
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 under the Plan, the PBGC Subordination shall be enforced; <i>provided, further</i> , that: (A) if any portion of a General Unsecured Claim against BSC is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (BSC), and (B) the portion of a General Unsecured Claim against BSC that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (BSC), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against BSC is an Allowed General Unsecured Claim.	Impaired	Yes	6 - 8% ³

³ The estimated recovery for general unsecured claims depends on the amount of allowed priority claims and allowed general unsecured claims, which, based on the results of the claims reconciliation process, may ultimately be materially different from the estimates in the Recovery Analysis. See footnote three of the Recovery Analysis, annexed as **Exhibit C** to the Disclosure Statement. The Debtors believe that certain priority claims and general unsecured claims should be reclassified and/or disallowed as part of the claims reconciliation process. However, the Debtors cannot assure that such claims will ultimately be reclassified and/or disallowed. As such, the recovery for Class 4(a) could be as low as 6% if certain filed and unreconciled priority claims and general unsecured claims asserted against the Debtors are ultimately allowed as part of the claims reconciliation process.

Additionally, this range is not inclusive of unliquidated tort claims. Forty-four (44) claims related to unliquidated tort claims were filed against the Debtors, of which thirty-nine (39) claims are related to asbestos-related litigations and may be reduced by applicable insurance coverage, as discussed in more detail in section IV(O) of the Disclosure Statement. The Debtors do not currently have an estimate for such tort claims, and the recovery amount for general unsecured creditors may be lower depending on the ultimate value of the unliquidated tort claims. If the unliquidated tort claims are ultimately allowed and not paid by available insurance, recovery for general unsecured creditors could be even lower.

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
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 under the Plan, the PBGC Subordination shall be enforced; <i>provided, further</i> , that: (A) if any portion of a General Unsecured Claim against BGI is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (BGI), and (B) the portion of a General Unsecured Claim against BGI that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (BGI), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against BGI is an Allowed General Unsecured Claim.	Impaired	Yes	1 - 2% ⁴
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	Impaired	Yes	1 - 2% ⁵

⁴ The estimated recovery for general unsecured claims depends on the amount of allowed priority claims and allowed general unsecured claims, which, based on the results of the claims reconciliation process, may ultimately be materially different from the estimates in the Recovery Analysis. See footnote three of the Recovery Analysis, annexed as **Exhibit C** to the Disclosure Statement. The Debtors believe that certain priority claims and general unsecured claims should be reclassified and/or disallowed as part of the claims reconciliation process. However, the Debtors cannot assure that such claims will ultimately be reclassified and/or disallowed. As such, the recovery for Class 4(b) could be as low as 1% if certain filed and unreconciled priority claims and general unsecured claims asserted against the Debtors are ultimately allowed as part of the claims reconciliation process.

⁵ The estimated recovery for general unsecured claims depends on the amount of allowed priority claims and allowed general unsecured claims, which, based on the results of the claims reconciliation process, may ultimately be materially different from the estimates in the Recovery Analysis. See footnote three of the Recovery Analysis, annexed as **Exhibit C** to the Disclosure Statement. The Debtors believe that certain priority claims and general unsecured claims should be reclassified and/or disallowed as part of the claims reconciliation process. However, the Debtors cannot assure that such claims will ultimately be reclassified and/or disallowed. As such, the recovery for Class 4(c) could be as low as 1% if certain filed and unreconciled priority claims and general unsecured claims asserted against the Debtors are ultimately allowed as part of the claims reconciliation process.

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
		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 under the Plan, the PBGC Subordination shall be enforced; <i>provided, further</i> , that: (A) if any portion of a General Unsecured Claim against ABI is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (ABI), and (B) the portion of a General Unsecured Claim against ABI that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (ABI), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against ABI is an Allowed General Unsecured Claim.			
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 under the Plan, the PBGC Subordination shall be enforced; <i>provided, further</i> , that: (A) if any portion of a General Unsecured Claim against BSI is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (BSI), and (B) the portion of a General Unsecured Claim against BSI that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (BSI), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against BSI is an Allowed General Unsecured Claim.	Impaired	Yes	N/A ⁶
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	Impaired	Yes	0.1% ⁷

⁶ The Debtors believe that the PBGC is the only creditor in this class.

⁷ The Debtors believe that the PBGC is the only creditor in this class.

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
		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 under the Plan, the PBGC Subordination shall be enforced; <i>provided, further,</i> . that: (A) if any portion of a General Unsecured Claim against BST is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (BST), and (B) the portion of a General Unsecured Claim against BST that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (BST), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against BST is an Allowed General Unsecured Claim.			
5(a)	Subordinated Securities Claims against BSC	On the Effective Date, all Subordinated Securities Claims against BSC shall be deemed cancelled without further action by or order of the Bankruptcy Court, and shall be of no further force and effect, whether surrendered for cancellation or otherwise. Holders of Subordinated Securities Claims against BSC shall not receive or retain any property under the Plan on account of such Subordinated Securities Claims against BSC; provided, however, that in the event that all other Allowed Claims against BSC have been satisfied in full in accordance with the Bankruptcy Code and the Plan, each holder of a Subordinated Securities Claim against BSC may receive its Pro Rata Share of any remaining assets in BSC.	Impaired	No (Deemed to reject)	0%
5(b)	Subordinated Securities Claims against BGI	On the Effective Date, all Subordinated Securities Claims against BGI shall be deemed cancelled without further action by or order of the Bankruptcy Court, and shall be of no further force and effect, whether surrendered for cancellation or otherwise. Holders of Subordinated Securities Claims against BGI shall not receive or retain any property under the Plan on account of such Subordinated Securities Claims against BGI; provided, however, that in the event that all other Allowed Claims against BGI have been satisfied in full in accordance with the Bankruptcy Code and the Plan, each holder of a Subordinated Securities Claim against BGI may receive its Pro Rata Share of any remaining assets in BGI.	Impaired	No (Deemed to reject)	0%
5(c)	Subordinated Securities Claims against ABI	On the Effective Date, all Subordinated Securities Claims against ABI shall be deemed cancelled without further action by or order of the Bankruptcy Court, and shall be of no further force and effect, whether surrendered for cancellation or otherwise. Holders of Subordinated Securities Claims against ABI shall not receive or retain any property under the Plan on account of such Subordinated Securities	Impaired	No (Deemed to reject)	0%

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
		Claims against ABI; provided, however, that in the event that all other Allowed Claims against ABI have been satisfied in full in accordance with the Bankruptcy Code and the Plan, each holder of a Subordinated Securities Claim against ABI may receive its Pro Rata Share of any remaining assets in ABI.			
5(d)	Subordinated Securities Claims against BSI	On the Effective Date, all Subordinated Securities Claims against BSI shall be deemed cancelled without further action by or order of the Bankruptcy Court, and shall be of no further force and effect, whether surrendered for cancellation or otherwise. Holders of Subordinated Securities Claims against BSI shall not receive or retain any property under the Plan on account of such Subordinated Securities Claims against BSI; provided, however, that in the event that all other Allowed Claims against BSI have been satisfied in full in accordance with the Bankruptcy Code and the Plan, each holder of a Subordinated Securities Claim against BSI may receive its Pro Rata Share of any remaining assets in BSI.	Impaired	No (Deemed to reject)	0%
5(e)	Subordinated Securities Claims against BST	On the Effective Date, all Subordinated Securities Claims against BST shall be deemed cancelled without further action by or order of the Bankruptcy Court, and shall be of no further force and effect, whether surrendered for cancellation or otherwise. Holders of Subordinated Securities Claims against BST shall not receive or retain any property under the Plan on account of such Subordinated Securities Claims against BST; provided, however, that in the event that all other Allowed Claims against BST have been satisfied in full in accordance with the Bankruptcy Code and the Plan, each holder of a Subordinated Securities Claim against BST may receive its Pro Rata Share of any remaining assets in BST.	Impaired	No (Deemed to reject)	0%
6(a)	Intercompany Interests in BGI	All Intercompany Interests in BGI shall be cancelled if and when BGI is dissolved in accordance with Section 5.4(f) of the Plan. Each holder of an Intercompany Interest in BGI shall neither receive nor retain any property of the estate or direct interest in property of the estate of BGI on account of such Intercompany Interests thereafter; provided, however, that in the event that all Allowed Claims against BGI have been satisfied in full in accordance with the Bankruptcy Code and the Plan, each holder of an Intercompany Interest in BGI may receive its Pro Rata Share of any remaining assets in BGI.	Impaired	No (Deemed to reject)	0%
6(b)	Intercompany Interests in ABI	All Intercompany Interests in ABI shall be cancelled if and when ABI is dissolved in accordance with Section 5.4(f) of the Plan. Each holder of an Intercompany Interest in ABI shall neither receive nor retain any property of the estate or direct interest in property of the estate of ABI on account of such Intercompany Interests thereafter; provided, however, that in the event that all Allowed	Impaired	No (Deemed to reject)	0%

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
		Claims against BGI have been satisfied in full in accordance with the Bankruptcy Code and the Plan, each holder of an Intercompany Interest in ABI may receive its Pro Rata Share of any remaining assets in ABI.			
6(c)	Intercompany Interests in BSI	All Intercompany Interests in BSI shall be cancelled if and when BSI is dissolved in accordance with Section 5.4(f) of the Plan. Each holder of an Intercompany Interest in BSI shall neither receive nor retain any property of the estate or direct interest in property of the estate of BSI on account of such Intercompany Interests thereafter; provided, however, that in the event that all Allowed Claims against BSI have been satisfied in full in accordance with the Bankruptcy Code and the Plan, each holder of an Intercompany Interest in BSI may receive its Pro Rata Share of any remaining assets in BSI.	Impaired	No (Deemed to reject)	0%
6(d)	Intercompany Interests in BST	All Intercompany Interests in BST shall be cancelled if and when BST is dissolved in accordance with Section 5.4(f) of the Plan. Each holder of an Intercompany Interest in BST shall neither receive nor retain any property of the estate or direct interest in property of the estate of BST on account of such Intercompany Interests thereafter; provided, however, that in the event that all Allowed Claims against BST have been satisfied in full in accordance with the Bankruptcy Code and the Plan, each holder of an Intercompany Interest in BST may receive its Pro Rata Share of any remaining assets in BST.	Impaired	No (Deemed to reject)	0%
7(a)	Equity Interests in BSC	On the Effective Date, (i) all Equity Interests in BSC shall be cancelled and one share of BSC common stock (the "Single Share") shall be issued to the Plan Administrator to hold in trust as custodian for the benefit of the former holders of Equity Interests in BSC consistent with their former relative priority and economic entitlements and the Single Share shall be recorded on the books and records maintained by the Plan Administrator without any necessity for any other or further actions to be taken by or on behalf of BSC; (ii) each former holder of Equity Interests in BSC (through their interest in the Single Share, as applicable) shall neither receive nor retain any property of the Estate or direct interest in property of the Estate on account of such Equity Interests in BSC; provided, that in the event that all Allowed Claims have been satisfied in full in accordance with the Bankruptcy Code and the Plan, each former holder of an Equity Interest in BSC may receive its share of any remaining assets of BSC consistent with such holder's rights of payment and former relative priority and economic entitlements existing immediately prior to the Petition Date; (iii) unless otherwise determined by the Plan Administrator, on the date that BSC's Chapter 11 Case is closed in accordance with Section 5.16 of the Plan, the Single Share issued on the	Impaired	No (Deemed to reject)	0%

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
		Effective Date shall be deemed cancelled and of no further force and effect without any necessity for any other or further actions to be taken by or on behalf of BSC, provided that such cancellation does not adversely impact the Debtors' Estates; and (iv) the continuing rights of the former holders of Equity Interests in BSC (including through their interest in Single Share or otherwise) shall be nontransferable except (A) by operation of law or (B) for administrative transfers where the ultimate beneficiary has not changed, subject to the Plan Administrator's consent.			

Select Plan Provisions

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; (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*”):

- as such;
- (a) the Creditors' Committee and each of its members in their capacity
 - (b) all holders of Claims who are entitled to vote on the Plan and vote to accept the Plan;
 - (c) all holders of Claims who (i) are entitled to vote on the Plan and 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 this Section 10.6;
 - (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 gross negligence, 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 (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; *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 10.6 shall be permanently enjoined from prosecuting any of the foregoing Claims or Causes of Action released under this Section 10.6 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 postpetition purchase or sale, or rescission of the postpetition 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.

Relevant Definitions Related to Release and Exculpation Provisions:

“Exculpated Parties” means collectively: (a) the Debtors, (b) the Creditors’ Committee and each of its members in their capacity as such, and (c) with respect to each of the foregoing Persons or Entities in clauses (a) through (b), 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.

Binding Effect of Confirmation:

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.

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

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

**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)¹

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 *Amended Joint Chapter 11 Plan of Briggs & Stratton Corporation and Its Affiliated Debtors*, filed on November 6, 2020 [Docket No. 1211] (as may be further amended, modified or supplemented from time to time, the “**Plan**”). The Plan is attached as **Exhibit A** to the *Amended Disclosure Statement for the Joint Chapter 11 Plan of Briggs & Stratton Corporation and Its Affiliated Debtors*, filed on November 6, 2020 [Docket No. 1212] (as may be further amended, modified or supplemented from time to time, 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

¹ 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.

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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; *provided, further*, that: (A) if any portion of a General Unsecured Claim against BSC is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (BSC), and (B) the portion of a General Unsecured Claim against BSC that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (BSC), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against BSC is an Allowed General Unsecured Claim.

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; *provided, further*, that: (A) if any portion of a General Unsecured Claim against BGI is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (BGI), and (B) the portion of a General Unsecured Claim against BGI that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (BGI), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against BGI is an Allowed General Unsecured Claim.

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; *provided, further*, that: (A) if any portion of a General Unsecured Claim against ABI is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (ABI), and (B) the portion of a General Unsecured Claim against ABI that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (ABI), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against ABI is an Allowed General Unsecured Claim.

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; *provided, further*, that: (A) if any portion of a General Unsecured Claim against BSI is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (BSI), and (B) the portion of a General Unsecured Claim against BSI that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (BSI), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against BSI is an Allowed General Unsecured Claim.

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; *provided, further*, that: (A) if any portion of a General Unsecured Claim against BST is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (BST), and (B) the portion of a General Unsecured Claim against BST that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (BST), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against BST is an Allowed General Unsecured Claim.

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; (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 (i) are 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 this Section 10.6;
- (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 gross negligence, 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 (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; *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 10.6 shall be permanently enjoined from prosecuting any of the foregoing Claims or Causes of Action released under this Section 10.6 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 postpetition purchase or sale, or rescission of the postpetition 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. *PBGC Rights Reserved*

Notwithstanding any provision to the contrary, no provision contained in the Plan, Confirmation Order, Sale Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases shall be construed as discharging, releasing, exculpating, or relieving any non-Debtor Person or non-Debtor Entity from any fiduciary duties or liabilities under Title I of ERISA (the "**Title I Liabilities**") with respect to the Pension Plans. The PBGC and the Pension Plans shall not be enjoined or precluded from enforcing Title I Liabilities against any non-Debtor Person or non-Debtor Entity as a result of any of the provisions for satisfaction, release, injunction, exculpation, and discharge of claims in the Plan, Confirmation Order, Sale Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases; *provided*, that the foregoing shall not diminish the scope of any exculpation to which any party is entitled under section 1125(e) of the Bankruptcy Code or other applicable law.

10.9. *SEC Rights Reserved*

Notwithstanding any provision contained in the Plan or the Confirmation Order, nothing shall (i) preclude the SEC from enforcing its police or regulatory powers; or (ii) enjoin, limit, impair, or delay the SEC from commencing or continuing any claims, causes of action, proceedings, or investigations against any non-Debtor Person or non-Debtor Entity in any forum; *provided*, that the foregoing shall not diminish the scope of any exculpation to which any party is entitled under the provisions of the Plan or section 1125(e) of the Bankruptcy Code or other applicable law.

10.10. *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.

10.11. *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 Creditors’ Committee and each of its members in their capacity as such, and (c) with respect to each of the foregoing Persons or Entities in clauses (a) through (b), 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(●) – 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, 10.10, and 10.11 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(●) 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

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 CLASSES 4(A) GENERAL UNSECURED CLAIMS AGAINST BSC;
4(B) GENERAL UNSECURED CLAIMS AGAINST BGI; AND, 4(C) GENERAL UNSECURED
CLAIMS AGAINST ABI (TOGETHER, THE “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 *Amended Joint Chapter 11 Plan of Briggs & Stratton Corporation and Its Affiliated Debtors*, filed on November 6, 2020 [Docket No. 1211] (as may be further amended, modified or supplemented from time to time, the “**Plan**”). The Plan is attached as **Exhibit A** to the *Amended Disclosure Statement for the Joint Chapter 11 Plan of Briggs & Stratton Corporation and Its Affiliated Debtors*, filed on, 2020 [Docket No. 1212] (as may be further amended, modified or supplemented from time to time, 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	BriggsInfo@kccllc.com

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; *provided, further*, that: (A) if any portion of a General Unsecured Claim against BSC is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (BSC), and (B) the portion of a General Unsecured Claim against BSC that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (BSC), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against BSC is an Allowed General Unsecured Claim.

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; *provided, further*, that: (A) if any portion of a General Unsecured Claim against BGI is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (BGI), and (B) the portion of a General Unsecured Claim against BGI that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (BGI), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against BGI is an Allowed General Unsecured Claim.

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; *provided, further*, that: (A) if any portion of a General Unsecured Claim against ABI is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (ABI), and (B) the portion of a General Unsecured Claim against ABI that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (ABI), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against ABI is an Allowed General Unsecured Claim.

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 Classes 4(a), 4(b) or 4(c).

**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.*

(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; (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 (i) are 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 this Section 10.6;
- (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 gross negligence, 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 (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; *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 10.6 shall be permanently enjoined from prosecuting any of the foregoing Claims or Causes of Action released under this Section 10.6 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 postpetition purchase or sale, or rescission of the postpetition 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. *PBGC Rights Reserved*

Notwithstanding any provision to the contrary, no provision contained in the Plan, Confirmation Order, Sale Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases shall be construed as discharging, releasing, exculpating, or relieving any non-Debtor Person or non-Debtor Entity from any fiduciary duties or liabilities under Title I of ERISA (the "**Title I Liabilities**") with respect to the Pension Plans. The PBGC and the Pension Plans shall not be enjoined or precluded from enforcing Title I Liabilities against any non-Debtor Person or non-Debtor Entity as a result of any of the provisions for satisfaction, release, injunction, exculpation, and discharge of claims in the Plan, Confirmation Order, Sale Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases; *provided*, that the foregoing shall not diminish the scope of any exculpation to which any party is entitled under section 1125(e) of the Bankruptcy Code or other applicable law.

10.9. *SEC Rights Reserved*

Notwithstanding any provision contained in the Plan or the Confirmation Order, nothing shall (i) preclude the SEC from enforcing its police or regulatory powers; or (ii) enjoin, limit, impair, or delay the SEC from commencing or continuing any claims, causes of action, proceedings, or investigations against any non-Debtor Person or non-Debtor Entity in any forum; *provided*, that the foregoing shall not diminish the scope of any exculpation to which any party is entitled under the provisions of the Plan or section 1125(e) of the Bankruptcy Code or other applicable law.

10.10. *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.

10.11. *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 Creditors’ Committee and each of its members in their capacity as such, and (c) with respect to each of the foregoing Persons or Entities in clauses (a) through (b), 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 Classes 4(a), 4(b) and 4(c) – General Unsecured Claims 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.²

² 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(a) Unsecured Notes Claims Vote on Plan		Item 3. Class 4(b) Unsecured Notes Claims Vote on Plan		Item 4. Class 4(c) Unsecured Notes Claims Vote on Plan		Item 5. Opt-Out Release Election		
		ACCEPT	REJECT	ACCEPT	REJECT	ACCEPT	REJECT	Place a check below if the Beneficial Holder checked the applicable boxes in Item 5		
								4(a)	4(b)	4(c)
1.										
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										
10.										

Item 3. Certification as to Transcription of Information from Item 6 of the Beneficial Holder Ballots as to Class 4(a), 4(b) or 4(c) 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 6 of each of the Beneficial Holder’s original Beneficial Holder Ballots, identifying any Class 4(a), 4(b) or 4(c) 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 Classes 4(a)-4(c) Unsecured Notes Claims	TRANSCRIBE FROM ITEM 6 OF Beneficial Holder BALLOTS:				
	Account Number	Name of Nominee	Name of Holder	Principal Amount of Other Unsecured Notes Claims Voted	Class
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(a), 4 (b) and 4(c) – 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(a), 4(b) and 4(c) – General Unsecured Claims (Unsecured Notes) through the undersigned; (ii) the respective amounts of Class 4(a), 4(b) and 4(c) 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(a), 4(b) and 4(c)) Unsecured Notes Claims, the undersigned

confirms and attests to each of the certifications in Item 6 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.

Item 5. Nominee Information and Signature.

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: _____

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(a), 4(b) and 4(c) – 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:

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

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
§
§ Case No. 20-43597-399
BRIGGS & STRATTON §
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 CLASSES 4(A) GENERAL UNSECURED CLAIMS AGAINST BSC; 4(B) GENERAL UNSECURED CLAIMS AGAINST BGI; AND, 4(C) GENERAL UNSECURED CLAIMS AGAINST ABI (TOGETHER, THE “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 *Amended Joint Chapter 11 Plan of Briggs & Stratton Corporation and Its Affiliated Debtors*, filed on November 6, 2020 [Docket No. 1211] (as may be further amended, modified or supplemented from time to time, the “**Plan**”). The Plan is attached as **Exhibit A** to the *Amended Disclosure Statement for the Joint Chapter 11 Plan of Briggs & Stratton Corporation and Its Affiliated Debtors*, filed on November 6, 2020 [Docket No. 1212] (as may be further amended, modified or supplemented from time to time, 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 Classes 4(a), 4(b) and 4(c).

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

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(a), 4(b) and 4 (c) – GENERAL 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 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; *provided, further*, that: (A) if any portion of a General Unsecured Claim against BSC is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (BSC), and (B) the portion of a General Unsecured Claim against BSC that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (BSC), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against BSC is an Allowed General Unsecured Claim.

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; *provided, further*, that: (A) if any portion of a General Unsecured Claim against BGI is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (BGI), and (B) the portion of a General Unsecured Claim against BGI that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (BGI), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against BGI is an Allowed General Unsecured Claim.

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; *provided, further*, that: (A) if any portion of a General Unsecured Claim against ABI is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (ABI), and (B) the portion of a General Unsecured Claim against ABI that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (ABI), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against ABI is an Allowed General Unsecured Claim.

PLEASE READ THE DISCLOSURE STATEMENT AND PLAN FOR MORE DETAILS.

**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; (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 (i) are 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 this Section 10.6;
- (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 gross negligence, 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 (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; *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 10.6 shall be permanently enjoined from prosecuting any of the foregoing Claims or Causes of Action released under this Section 10.6 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 postpetition purchase or sale, or rescission of the postpetition 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. *PBGC Rights Reserved*

Notwithstanding any provision to the contrary, no provision contained in the Plan, Confirmation Order, Sale Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases shall be construed as discharging, releasing, exculpating, or relieving any non-Debtor Person or non-Debtor Entity from any fiduciary duties or liabilities under Title I of ERISA (the "**Title I Liabilities**") with respect to the Pension Plans. The PBGC and the Pension Plans shall not be enjoined or precluded from enforcing Title I Liabilities against any non-Debtor Person or non-Debtor Entity as a result of any of the provisions for satisfaction, release, injunction, exculpation, and discharge of claims in the Plan, Confirmation Order, Sale Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases; *provided*, that the foregoing shall not diminish the scope of any exculpation to which any party is entitled under section 1125(e) of the Bankruptcy Code or other applicable law.

10.9. *SEC Rights Reserved*

Notwithstanding any provision contained in the Plan or the Confirmation Order, nothing shall (i) preclude the SEC from enforcing its police or regulatory powers; or (ii) enjoin, limit, impair, or delay the SEC from commencing or continuing any claims, causes of action, proceedings, or investigations against any non-Debtor Person or non-Debtor Entity in any forum; *provided*, that the foregoing shall not diminish the scope of any exculpation to which any party is entitled under the provisions of the Plan or section 1125(e) of the Bankruptcy Code or other applicable law.

10.10. *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.

10.11. *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 Creditors’ Committee and each of its members in their capacity as such, and (c) with respect to each of the foregoing Persons or Entities in clauses (a) through (b), 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 7. 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.

\$

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

With respect to each of Classes 4(a), 4(b), and 4(c), 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, 10.10, and 10.11 of the Plan (with respect to your Claims in that Class).

With respect to each of Classes 4(a), 4(b), and 4(c), 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 applicable box in Item 5 below, you shall be deemed to have consented to the release provisions set forth in Section 10.6 of the Plan (with respect to your Claims in that Class).

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

Item 2. Class 4(a) Vote 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.

The undersigned holder of a **Class 4(a) – General Unsecured Claim against BSC (Unsecured Notes)** votes to (check one box):

Accept the Plan

Reject the Plan

Item 3. Class 4(b) Vote 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.

The undersigned holder of a **Class 4(b) – General Unsecured Claim against BGI (Unsecured Notes)** votes to (check one box):

Accept the Plan

Reject the Plan

Item 4. Class 4(c) Vote 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.

The undersigned holder of a **Class 4(c) – General Unsecured Claim against ABI (Unsecured Notes)** votes to (check one box):

Accept the Plan

Reject the Plan

Item 5. 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. With respect to each of Classes 4(a), 4(b), and 4(c), if you voted to accept the Plan in Item 2 above, you may not complete this Item 3 for such class, and if you complete this Item 3, your “opt out” election will be ineffective with respect to the Class(es) for which you voted to accept the Plan. With respect to each of classes 4(a), 4(b), and 4(c), 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(a), 4(b) and 4(c) General Unsecured Claims set forth in Item 1 elects to:

- OPT OUT** of the releases contained in Section 10.6 of the Plan with regard to claims held against BSC under **Class 4(a)**
- OPT OUT** of the releases contained in Section 10.6 of the Plan with regard to claims held against BGI under **Class 4(b)**
- OPT OUT** of the releases contained in Section 10.6 of the Plan with regard to claims held against ABI under **Class 4(c)**

Item 6. Certifications as to Class 4(a), 4(b) or 4(c) – 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(a), 4(b) or 4(c) – 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(a), 4(b) or 4(c) – 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 in each such Class (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED CLASS 4(a), 4(b) or 4 (c) – 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 Unsecured Notes Claims Voted	Class
1.				\$	
2.				\$	
3.				\$	
4.				\$	
5.				\$	
6.				\$	
7.				\$	
8.				\$	
9.				\$	
10.				\$	

Item 7. 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.kccllc.net/Briggs/inquiry>.

PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

Exhibit D
Notice of Non-Voting Status – Unimpaired Classes

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. §

NOTICE OF NON-VOTING STATUS TO UNIMPAIRED CLASSES¹

IF YOU DO NOT OPT OUT OF GRANTING THE RELEASES SET FORTH IN THE PLAN USING THE “OPT-OUT FORM” ANNEXED HERETO, YOU SHALL BE DEEMED TO HAVE CONSENTED TO THE RELEASES CONTAINED IN SECTION 10.6 OF THE PLAN. IN ORDER TO OPT OUT OF THE RELEASES, THE OPT-OUT FORM 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 “OPT-OUT DEADLINE”), UNLESS EXTENDED BY THE DEBTORS.

PLEASE TAKE NOTICE THAT on November [], 2020 the United States Bankruptcy Court for the Eastern District of Missouri approved the *Amended Disclosure Statement for Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors* (as it may be further amended, modified and supplemented, the “**Disclosure Statement**”) [Docket No. ●], filed by Briggs & Stratton Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), for use by the Debtors in soliciting acceptances or rejections of the *Amended Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors* [Docket No. ●], dated November 6, 2020, (as it may be amended, modified, and supplemented, the “**Plan**”), from holders of unimpaired Claims against the Debtors (each, as defined in the Plan), who are (or may be) entitled to receive distributions under the Plan.

UNDER THE TERMS OF THE PLAN, CLASSES 1(a) THROUGH 1(e) – PRIORITY TAX CLAIMS, CLASSES 2(a) THROUGH 2(e) – PRIORITY NON-TAX CLAIMS IN EACH DEBTOR, AND CLASSES 3(a) THROUGH 3(e) – OTHER SECURED CLAIMS IN EACH DEBTOR, ARE NOT IMPAIRED AND, THEREFORE, PURSUANT TO SECTION 1126(f) OF TITLE 11 OF THE UNITED STATES CODE, YOU ARE

¹ The Unimpaired Classes under the Plan are Classes 1(a) through 1(e) – Priority Tax Claims in each Debtor, Classes 2(a) through 2(e) – Priority Non-Tax Claims in each Debtor, and Classes 3(a) through 3(e) – Other Secured Claims in each Debtor.

(I) PRESUMED TO HAVE ACCEPTED THE PLAN AND (II) NOT ENTITLED TO VOTE ON THE PLAN WITH RESPECT TO YOUR CLASS.

If the Debtors have identified you as a Holder of Priority Tax Claims, Priority Non-Tax Claims, or Other Secured Claims, you will receive an election form attached hereto as **Schedule A** (the “**Opt-Out Election Form**”). If you have not been identified by the Debtors as the Holder of Priority Tax Claims, Priority Non-Tax Claims, or Other Secured Claims, you will not receive the Opt-Out Election Form. In accordance with the Plan, Holders of Priority Tax Claims, Priority Non-Tax Claims, and Other Secured Claims may elect to opt out of the releases contained in Section 10.6 of the Plan making such election on the Opt-Out Election Form and returning the Opt-Out Election Form by no later than **December 11, 2020 at 5:00 p.m. (prevailing Central Time)** by returning the Opt-Out Election Form to Briggs Ballot Processing Center, c/o KCC LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245.

UNDER THE TERMS OF THE PLAN, YOUR CLAIM(S) AGAINST THE DEBTORS IS/ARE UNIMPAIRED, AND THEREFORE, PURSUANT TO SECTION 1126(f) OF TITLE 11 OF THE UNITED STATES CODE, YOU ARE (I) CONCLUSIVELY PRESUMED TO HAVE ACCEPTED THE PLAN AND (II) ARE NOT ENTITLED TO VOTE ON THE PLAN. IF YOU HAVE ANY QUESTIONS ABOUT THE STATUS OF YOUR CLAIM(S), OR IF YOU WANT TO REQUEST A COPY OF THE ORDER, THE PLAN, OR THE DISCLOSURE STATEMENT, YOU SHOULD CONTACT THE DEBTORS’ VOTING AGENT, KCC LLC (“KCC”), IN WRITING AT BRIGGS BALLOT PROCESSING CENTER c/o KCC LLC, 222 N. PACIFIC COAST HIGHWAY, SUITE 300, EL SEGUNDO, CA 90245 OR BY TELEPHONE AT (866) 544-7045 (U.S./CANADA) OR +1 (781) 575-2084 (INTERNATIONAL). COPIES OF THE PLAN, THE DISCLOSURE STATEMENT, AND THE ORDER CAN BE ACCESSED ONLINE FREE OF CHARGE AT [HTTP://WWW.KCCLLC.NET/BRIGGS](http://www.kccllc.net/briggs). PLEASE BE ADVISED THAT KCC CANNOT PROVIDE LEGAL ADVICE.

THE PLAN PROVIDES THAT THE FOLLOWING PARTIES ARE DEEMED TO HAVE GRANTED THE RELEASES CONTAINED IN SECTION 10.6 OF THE PLAN:

- **the Creditors’ Committee and each of its members in their capacity as such;**
- **all holders of Claims who are entitled to vote on the Plan and vote to accept the Plan;**
- **all holders of Claims who (i) are 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 10.6 of the Plan;**
- **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, of the Plan and do not elect to exercise such right;**

- **with respect to any Person or Entity in each of the foregoing, 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 the foregoing.**

Dated: [____], 2020
St. Louis, Missouri

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

*Local Counsel to the Debtors and
Debtors in Possession*

-and-

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

*Counsel to the Debtors
and Debtors in Possession*

SCHEDULE A

Opt-Out Election Form

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

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

OPT-OUT ELECTION FORM

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) have sent this Opt-Out Election Form to you because our records indicate that you are a Holder of a Claim in Class 1(a) – 1(e) (Priority Tax Claims), Class 2(a) – 2(e) (Priority Non-Tax Claims), or Class 3(a) – 3(e) (Other Secured Claims) and, accordingly, you have a right to opt out of the releases set forth in Section 10.6 of the *Amended Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors* [Docket No. ●] (as may be further amended, modified, or supplemented in accordance with the terms therein, the “**Plan**”).

Your rights are described in the Debtors’ *Amended Disclosure Statement for Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors* [Docket No. ●] (as it may be further amended, modified or supplemented, the “**Disclosure Statement**”) and the order approving the Disclosure Statement [Docket No. ●] (the “**Disclosure Statement Order**”). Contemporaneously herewith, you have received the *Notice of Non-Voting Status to Unimpaired Classes*. If you need to obtain additional materials, you may contact the Debtors’ voting agent (“**KCC**”), by (a) accessing the website maintained for these chapter 11 cases by KCC at <http://www.kccllc.net/Briggs>; (b) writing to Briggs Ballot Processing Center, c/o KCC LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) telephone at (866) 544-7045 (U.S./Canada) or +1 (781) 575-2084 (International); or (d) email at BriggsInfo@kccllc.com with a reference to “Briggs” in the subject line. In accordance with Bankruptcy Rule 3017(a) and Local Rule 3017(B), upon written request to KCC, the Debtors will provide, at no charge to the requesting party, copies of the Disclosure Statement, the Plan, or the Motion. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <https://www.moeb.uscourts.gov/>.

Pursuant to the Disclosure Statement Order, the Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court. This Opt-Out Election Form may not be used for any purpose other than to opt out of the releases contained in Section 10.6 of the Plan, which are reproduced below. If you believe you

have received this Opt-Out Election Form in error, please contact KCC at the address or telephone number set forth above.

If KCC does not receive your Opt-Out Election Form on or before **December 11, 2020, at 5:00 p.m.** (prevailing Central Time) (the “**Opt-Out Deadline**”), and if the Opt-Out Deadline is not extended, you will be deemed to have consented to the releases contained in Section 10.6 of the Plan. You may submit your Opt-Out Election Form by returning this paper Opt-Out Election Form to Briggs Ballot Processing Center, c/o KCC LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245 or via the voting agent’s online portal by visiting <https://www.kccllc.net/briggs>. Click on the “Submit eBallot” section of the Debtors’ website and follow the instructions to submit your Opt-Out Form.

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

If you 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; (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 (i) are 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 this Section 10.6;
- (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 gross negligence, 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 (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; *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 10.6 shall be permanently enjoined from prosecuting any of the foregoing Claims or Causes of Action released under this Section 10.6 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 postpetition purchase or sale, or rescission of the postpetition 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. *PBGC Rights Reserved*

Notwithstanding any provision to the contrary, no provision contained in the Plan, Confirmation Order, Sale Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases shall be construed as discharging, releasing, exculpating, or relieving any non-Debtor Person or non-Debtor Entity from any fiduciary duties or liabilities under Title I of ERISA (the "**Title I Liabilities**") with respect to the Pension Plans. The PBGC and the Pension Plans shall not be enjoined or precluded from enforcing Title I Liabilities against any non-Debtor Person or non-Debtor Entity as a result of any of the provisions for satisfaction, release, injunction, exculpation, and discharge of claims in the Plan, Confirmation Order, Sale Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases; *provided*, that the foregoing shall not diminish the scope of any exculpation to which any party is entitled under section 1125(e) of the Bankruptcy Code or other applicable law.

10.9. *SEC Rights Reserved*

Notwithstanding any provision contained in the Plan or the Confirmation Order, nothing shall (i) preclude the SEC from enforcing its police or regulatory powers; or (ii) enjoin, limit, impair, or delay the SEC from commencing or continuing any claims, causes of action, proceedings, or investigations against any non-Debtor Person or non-Debtor Entity in any forum; *provided*, that the foregoing shall not diminish the scope of any exculpation to which any party is entitled under the provisions of the Plan or section 1125(e) of the Bankruptcy Code or other applicable law.

10.10. *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.

10.11. *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 Creditors’ Committee and each of its members in their capacity as such, and (c) with respect to each of the foregoing Persons or Entities in clauses (a) through (b), 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.

Binding Effect of Confirmation

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.

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.

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OPT-OUT FORM: NON-VOTING CLASSES

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 do not check the box below and return this Opt-Out Form, 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 undersigned holder of a Non-Voting Class elects to:

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

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: _____

SUBMISSION INSTRUCTIONS

Please submit this Opt-Out form by (A) First Class Mail; (B) Overnight Delivery; or (C) personal delivery, to the Debtors' Voting Agent at the following address:

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

E-Ballot Submission Instructions

To properly submit your Opt-Out form electronically, you must electronically complete, sign, and return this customized electronic Opt-Out form 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 Opt-Out form 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 OPT-OUT FORM VIA THE E-BALLOT PLATFORM.** The Voting Agent’s “eBallot” platform is the sole manner in which Opt-Out forms will be accepted via electronic or online transmission. Opt-Out forms 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 Opt-Out form:

Unique E-Ballot ID#: _____

PIN#: _____

If you are unable to use the E-ballot platform or need assistance in completing and submitting your Opt-Out form, 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 an Opt-Out form using the Voting Agent’s “eBallot” platform should **NOT** also submit a paper Opt-Out form.

YOUR OPT-OUT FORM MUST BE RECEIVED BY THE VOTING AGENT NO LATER THAN 5:00 P.M. (PREVAILING CENTRAL TIME) ON DECEMBER 11, 2020 (THE “OPT-OUT DEADLINE”), UNLESS SUCH TIME IS EXTENDED BY THE DEBTORS.

Exhibit E
Notice of Non-Voting Status – Impaired Classes
(Classes 5(a)-5(e) – Subordinated Securities Claims)

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. §

NOTICE OF NON-VOTING STATUS TO IMPAIRED CLASSES²

IF YOU DO NOT OPT OUT OF GRANTING THE RELEASES SET FORTH IN THE PLAN USING THE “OPT-OUT FORM” ANNEXED HERETO, YOU SHALL BE DEEMED TO HAVE CONSENTED TO THE RELEASES CONTAINED IN SECTION 10.6 OF THE PLAN. IN ORDER TO OPT OUT OF THE RELEASES, THE OPT-OUT FORM 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 “OPT-OUT DEADLINE”), UNLESS EXTENDED BY THE DEBTORS.

PLEASE TAKE NOTICE THAT on November [], 2020 the United States Bankruptcy Court for the Eastern District of Missouri approved the *Amended 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. ●], filed by Briggs & Stratton Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), for use by the Debtors in soliciting acceptances or rejections of the *Amended Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors* [Docket No. ●], dated November 6, 2020, (as it may be amended, modified, and supplemented, the “**Plan**”), from holders of impaired Claims against the Debtors (each, as defined in the Plan), who are (or may be) entitled to receive distributions under the Plan.

UNDER THE TERMS OF THE PLAN, CLASSES 5(a) THROUGH 5(e) – SUBORDINATED SECURITIES CLAIMS IN EACH DEBTOR ARE IMPAIRED AND NOT RECEIVING A DISTRIBUTION AND, THEREFORE, PURSUANT TO SECTION 1126(g) OF TITLE 11 OF THE UNITED STATES CODE, YOU ARE (I) PRESUMED TO

² The Impaired Classes that are not entitled to vote under the Plan are Classes 5(a) through 5(e) – Subordinated Securities Claims in each Debtor, Classes 6(a), through 6(d) – Intercompany Interests, and Class 7(a) – Equity Interests in BSC. Per the Court’s order approving the Disclosure Statement [Docket No. []] (the “**Disclosure Statement Approval Order**”), dated November [], Classes 6(a), through 6(d) – Intercompany Interests in each Debtor are deemed to have received all notices approved therein upon entry of the Disclosure Statement Approval Order without actual delivery thereof and, thus, are not being served with this notice. Class 7(a) – Equity Interests in BSC will receive a separate notice.

HAVE REJECTED THE PLAN AND (II) NOT ENTITLED TO VOTE ON THE PLAN WITH RESPECT TO YOUR CLASS.

If the Debtors have identified you as a Holder of Subordinated Securities Claims in Classes 5(a) – 5(e) you will receive an election form attached hereto as **Schedule A** (the “**Opt-Out Election Form**”). If you have not been identified by the Debtors as the Holder of Subordinated Securities Claims in Classes 5(a) – 5(e) you will not receive the Opt-Out Election Form. In accordance with the Plan, Holders of Subordinated Securities Claims may elect to opt out of the releases contained in Section 10.6 of the Plan making such election on the Opt-Out Election Form and returning the Opt-Out Election Form by no later than **December 11, 2020 at 5:00 p.m. (prevailing Central Time)** by returning the Opt-Out Election Form to Briggs Ballot Processing Center, c/o KCC LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245.

UNDER THE TERMS OF THE PLAN, YOUR CLAIM(S) AGAINST THE DEBTORS IS/ARE IMPAIRED AND NOT ENTITLED TO RECEIVE OR RETAIN ANY PROPERTY UNDER THE PLAN AND THEREFORE, PURSUANT TO SECTION 1126(g) OF TITLE 11 OF THE UNITED STATES CODE, YOU ARE (I) DEEMED TO HAVE REJECTED THE PLAN AND (II) NOT ENTITLED TO VOTE ON THE PLAN. IF YOU HAVE ANY QUESTIONS ABOUT THE STATUS OF YOUR CLAIM(S), OR IF YOU WANT TO REQUEST A COPY OF THE ORDER, THE PLAN, OR THE DISCLOSURE STATEMENT, YOU SHOULD CONTACT THE DEBTORS’ VOTING AGENT, KCC LLC (“KCC”), IN WRITING AT BRIGGS BALLOT PROCESSING CENTER, c/o KCC LLC, 222 N. PACIFIC COAST HIGHWAY, SUITE 300, EL SEGUNDO, CA 90245 OR BY TELEPHONE AT (866) 544-7045 (U.S./CANADA) OR +1 (781) 575-2084 (INTERNATIONAL). COPIES OF THE PLAN, THE DISCLOSURE STATEMENT, AND THE ORDER CAN BE ACCESSED ONLINE FREE OF CHARGE AT [HTTP://WWW.KCCLLC.NET/BRIGGS](http://www.kccllc.net/briggs). PLEASE BE ADVISED THAT KCC CANNOT PROVIDE LEGAL ADVICE.

THE PLAN PROVIDES THAT THE FOLLOWING PARTIES ARE DEEMED TO HAVE GRANTED THE RELEASES CONTAINED IN SECTION 10.6 OF THE PLAN:

- **the Creditors’ Committee and each of its members in their capacity as such;**
- **all holders of Claims who are entitled to vote on the Plan and vote to accept the Plan;**
- **all holders of Claims who (i) are 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 10.6 of the Plan;**
- **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, of the Plan and do not elect to exercise such right;**

- **with respect to any Person or Entity in each of the foregoing, 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 the foregoing.**

Dated: [____], 2020
St. Louis, Missouri

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

*Local Counsel to the Debtors and
Debtors in Possession*

-and-

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

*Counsel to the Debtors
and Debtors in Possession*

SCHEDULE A

Opt-Out Election Form

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

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

OPT-OUT ELECTION FORM

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) have sent this Opt-Out Election Form to you because our records indicate that you are a Holder of a Claim in Class 5(a) – 1(e) (Subordinated Securities Claims) and, accordingly, you have a right to opt out of the releases set forth in Section 10.6 of the *Amended Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors* [Docket No. ●] (as may be further amended, modified, or supplemented in accordance with the terms therein, the “**Plan**”).

Your rights are described in the Debtors’ *Amended Disclosure Statement for Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors* [Docket No. ●] (as it may be further amended, modified and supplemented, the “**Disclosure Statement**”) and the order approving the Disclosure Statement [Docket No. ●] (the “**Disclosure Statement Order**”). Contemporaneously therewith, you have received the *Notice of Non-Voting Status to Impaired Classes*. If you need to obtain additional materials, you may contact the Debtors’ voting agent (“**KCC**”), by (a) accessing the website maintained for these chapter 11 cases by KCC at <http://www.kccllc.net/Briggs>; (b) writing to Briggs Ballot Processing Center, c/o KCC LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) telephone at (866) 544-7045 (U.S./Canada) or +1 (781) 575-2084 (International); or (d) email at BriggsInfo@kccllc.com with a reference to “Briggs” in the subject line. In accordance with Bankruptcy Rule 3017(a) and Local Rule 3017(B), upon written request to KCC, the Debtors will provide, at no charge to the requesting party, copies of the Disclosure Statement, the Plan, or the Motion. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <https://www.moeb.uscourts.gov/>.

Pursuant to the Disclosure Statement Order, the Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court. This Opt-Out Election Form may not be used for any purpose other than to opt out of the releases contained in Section 10.6 of the Plan, which are reproduced below. If you believe you

have received this Opt-Out Election Form in error, please contact KCC at the address or telephone number set forth above.

If KCC does not receive your Opt-Out Election Form on or before **December 11, 2020, at 5:00 p.m.** (prevailing Central Time) (the “**Opt-Out Deadline**”), and if the Opt-Out Deadline is not extended, you will be deemed to have consented to the releases contained in Section 10.6 of the Plan. You may submit your Opt-Out Election Form by returning this paper Opt-Out Election Form to Briggs Ballot Processing Center, c/o KCC LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245 or via the voting agent’s online portal by visiting <https://www.kccllc.net/briggs>. Click on the “Submit eBallot” section of the Debtors’ website and follow the instructions to submit your Opt-Out Form.

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

If you 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; (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 (i) are 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 this Section 10.6;
- (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 gross negligence, 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 (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; *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 10.6 shall be permanently enjoined from prosecuting any of the foregoing Claims or Causes of Action released under this Section 10.6 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 postpetition purchase or sale, or rescission of the postpetition 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. *PBGC Rights Reserved*

Notwithstanding any provision to the contrary, no provision contained in the Plan, Confirmation Order, Sale Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases shall be construed as discharging, releasing, exculpating, or relieving any non-Debtor Person or non-Debtor Entity from any fiduciary duties or liabilities under Title I of ERISA (the "**Title I Liabilities**") with respect to the Pension Plans. The PBGC and the Pension Plans shall not be enjoined or precluded from enforcing Title I Liabilities against any non-Debtor Person or non-Debtor Entity as a result of any of the provisions for satisfaction, release, injunction, exculpation, and discharge of claims in the Plan, Confirmation Order, Sale Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases; *provided*, that the foregoing shall not diminish the scope of any exculpation to which any party is entitled under section 1125(e) of the Bankruptcy Code or other applicable law.

10.9. *SEC Rights Reserved*

Notwithstanding any provision contained in the Plan or the Confirmation Order, nothing shall (i) preclude the SEC from enforcing its police or regulatory powers; or (ii) enjoin, limit, impair, or delay the SEC from commencing or continuing any claims, causes of action, proceedings, or investigations against any non-Debtor Person or non-Debtor Entity in any forum; *provided*, that the foregoing shall not diminish the scope of any exculpation to which any party is entitled under the provisions of the Plan or section 1125(e) of the Bankruptcy Code or other applicable law.

10.10. *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.

10.11. *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 Creditors’ Committee and each of its members in their capacity as such, and (c) with respect to each of the foregoing Persons or Entities in clauses (a) through (b), 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.

Binding Effect of Confirmation

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.

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.

[Remainder of Page Intentionally Left Blank]

OPT-OUT FORM: NON-VOTING CLASSES

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 do not check the box below and return this Opt-Out Form, 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 undersigned holder of a Non-Voting Class elects to:

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

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: _____

SUBMISSION INSTRUCTIONS

Please submit this Opt-Out form by (A) First Class Mail; (B) Overnight Delivery; or (C) personal delivery, to the Debtors' Voting Agent at the following address:

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

E-Ballot Submission Instructions

To properly submit your Opt-Out form electronically, you must electronically complete, sign, and return this customized electronic Opt-Out form 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 Opt-Out form 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 OPT-OUT FORM VIA THE E-BALLOT PLATFORM.** The Voting Agent’s “eBallot” platform is the sole manner in which Opt-Out forms will be accepted via electronic or online transmission. Opt-Out forms 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 Opt-Out form:

Unique E-Ballot ID#: _____

PIN#: _____

If you are unable to use the E-ballot platform or need assistance in completing and submitting your Opt-Out form, 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 an Opt-Out form using the Voting Agent’s “eBallot” platform should **NOT** also submit a paper Opt-Out form.

YOUR OPT-OUT FORM MUST BE RECEIVED BY THE VOTING AGENT NO LATER THAN 5:00 P.M. (PREVAILING CENTRAL TIME) ON DECEMBER 11, 2020 (THE “OPT-OUT DEADLINE”), UNLESS SUCH TIME IS EXTENDED BY THE DEBTORS.

Exhibit F
Notice of Non-Voting Status – Impaired Classes
(Class 7(a) – Equity Interests in BSC)

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.	§	
	§	

NOTICE OF NON-VOTING STATUS TO IMPAIRED CLASSES¹

IF YOU DO NOT OPT-OUT OF GRANTING THE RELEASES SET FORTH IN THE PLAN USING THE “OPT-OUT FORM” ANNEXED HERETO, YOU SHALL BE DEEMED TO HAVE CONSENTED TO THE RELEASES CONTAINED IN SECTION 10.6 OF THE PLAN. IN ORDER TO OPT-OUT OF THE RELEASES, THE OPT-OUT FORM 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 “OPT-OUT DEADLINE”), UNLESS EXTENDED BY THE DEBTORS.

PLEASE TAKE NOTICE THAT on November [], 2020 the United States Bankruptcy Court for the Eastern District of Missouri approved the *Amended Disclosure Statement for Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors* (as it may be further amended, modified and supplemented, the “**Disclosure Statement**”) [Docket No. 1212], filed by Briggs & Stratton Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), for use by the Debtors in soliciting acceptances or rejections of the *Amended Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors* [Docket No. 1211], dated November 6, 2020, (as it may be further amended, modified, and supplemented, the “**Plan**”), from holders of impaired Claims against the Debtors (each, as defined in the Plan), who are (or may be) entitled to receive distributions under the Plan.

UNDER THE TERMS OF THE PLAN, HOLDERS OF INTERESTS IN CLASS 7(a) – EQUITY INTERESTS IN BSC ARE IMPAIRED AND NOT RECEIVING A DISTRIBUTION AND, THEREFORE, PURSUANT TO SECTION 1126(g) OF TITLE 11 OF THE UNITED STATES CODE, YOU ARE (I) PRESUMED TO HAVE REJECTED

¹ The Impaired Classes that are not entitled to vote under the Plan are Classes 5(a) through 5(e) – Subordinated Securities Claims in each Debtor, Classes Classes 6(a) through 6(d) – Intercompany Interests in each Debtor, and Class 7(a) – Equity Interests in BSC. Per the Court’s order approving the Disclosure Statement [Docket No. ●] (the “**Order**”), dated November [], 2020, Classes 6(a) through 6(d) – Intercompany Interests in each Debtor are deemed to have received all notices approved therein upon entry of the Order without actual delivery thereof and, thus, are not being served with this notice.

THE PLAN AND (II) NOT ENTITLED TO VOTE ON THE PLAN WITH RESPECT TO YOUR CLASS.

If the Debtors have identified you as a Holder of Equity Interests in BSC, you will receive an election form attached hereto (the “**Opt-Out Election Form**”). In accordance with the Plan, Holders of Equity Interests in BSC may elect to opt out of the releases contained in Section 10.6 of the Plan by making such election on the Opt-Out Election Form and returning the Opt-Out Election Form by no later than **December 11, 2020 at 5:00 p.m. (prevailing Central Time)** to Briggs Ballot Processing Center, c/o KCC LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245.

IF YOU HAVE ANY QUESTIONS ABOUT THE STATUS OF YOUR CLAIM(S) OR INTEREST(S), OR IF YOU WANT TO REQUEST A COPY OF THE ORDER, THE PLAN, OR THE DISCLOSURE STATEMENT, YOU SHOULD CONTACT THE DEBTORS’ VOTING AGENT, KCC LLC (“KCC”), IN WRITING AT BRIGGS BALLOT PROCESSING CENTER, c/o KCC LLC, 222 N. PACIFIC COAST HIGHWAY, SUITE 300, EL SEGUNDO, CA 90245 OR BY TELEPHONE AT (866) 544-7045 (U.S./CANADA) OR +1 (781) 575-2084 (INTERNATIONAL). COPIES OF THE PLAN, THE DISCLOSURE STATEMENT, AND THE ORDER CAN BE ACCESSED ONLINE FREE OF CHARGE AT [HTTP://WWW.KCCLLC.NET/BRIGGS](http://www.kccllc.net/briggs). PLEASE BE ADVISED THAT KCC CANNOT PROVIDE LEGAL ADVICE.

THE PLAN PROVIDES THAT THE FOLLOWING PARTIES ARE DEEMED TO HAVE GRANTED THE RELEASES CONTAINED IN SECTION 10.6 OF THE PLAN:

- **the Creditors’ Committee and each of its members in their capacity as such;**
- **all holders of Claims who are entitled to vote on the Plan and vote to accept the Plan;**
- **all holders of Claims who (i) are 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 10.6 of the Plan;**
- **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 of the Plan, and do not elect to exercise such right;**
- **with respect to any Person or Entity in each of the foregoing, 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 the foregoing.**

Dated: [____], 2020
St. Louis, Missouri

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

*Local Counsel to the Debtors and
Debtors in Possession*

-and-

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

*Counsel to the Debtors
and Debtors in Possession*

SCHEDULE F-1

Opt-Out Election Form (Registered Holder)

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.	§	
	§	

OPT-OUT ELECTION FORM (REGISTERED HOLDER)

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) have sent this Opt-Out Election Form to you because our records indicate that you are a holder of an Interest in Class 7(a) – Equity Interests in BSC and, accordingly, you have a right to opt-out of the releases set forth in Section 10.6 of the *Amended Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors* [Docket No. 1211] (as may be further amended, modified, or supplemented in accordance with the terms therein, the “**Plan**”).

Your rights are described in the Debtors’ *Amended Disclosure Statement for Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors* [Docket No. 1212] (as it may be further amended, modified and supplemented, the “**Disclosure Statement**”) and the order approving the Disclosure Statement [Docket No. ●] (the “**Disclosure Statement Order**”). Contemporaneously herewith, you have received the *Notice of Non-Voting Status to Impaired Classes*. If you need to obtain additional materials, you may contact the Debtors’ voting agent (“**KCC**”), by (a) accessing the website maintained for these chapter 11 cases by KCC at <http://www.kccllc.net/Briggs>; (b) writing to Briggs Ballot Processing Center, c/o KCC LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) telephone at (866) 544-7045 (U.S./Canada) or +1 (781) 575-2084 (International); or (d) email at BriggsInfo@kccllc.com with a reference to “Briggs” in the subject line. In accordance with Bankruptcy Rule 3017(a) and Local Rule 3017(B), upon written request to KCC, the Debtors will provide, at no charge to the requesting party, copies of the Disclosure Statement, the Plan, or the Motion. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <https://www.moeb.uscourts.gov/>.

Pursuant to the Disclosure Statement Order, the Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court. This Opt-Out Election Form may not be used for any purpose other than to opt-out of the releases contained in Section 10.6 of the Plan, which are reproduced below. If you believe you

have received this Opt-Out Election Form in error, please contact KCC at the address or telephone number set forth above.

If KCC does not receive your Opt-Out Election Form on or before **December 11, 2020, at 5:00 p.m.** (prevailing Central Time) (the “**Opt-Out Deadline**”), and if the Opt-Out Deadline is not extended, you will be deemed to have consented to the releases contained in Section 10.6 of the Plan. You may submit your Opt-Out Election Form by returning this paper Opt-Out Election Form to Briggs Ballot Processing Center, c/o KCC LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245 or via the voting agent’s online portal by visiting <https://www.kccllc.net/briggs>. Click on the “Submit eBallot” section of the Debtors’ website and follow the instructions to submit your Opt-Out Form.

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

If you 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; (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*”):

- as such;
- (a) the Creditors' Committee and each of its members in their capacity
 - (b) all holders of Claims who are entitled to vote on the Plan and vote to accept the Plan;
 - (c) all holders of Claims who (i) are entitled to vote on the Plan and 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 this Section 10.6;
 - (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 gross negligence, 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 (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; *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 10.6 shall be permanently enjoined from prosecuting any of the foregoing Claims or Causes of Action released under this Section 10.6 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 postpetition purchase or sale, or rescission of the postpetition 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. *PBGC Rights Reserved*

Notwithstanding any provision to the contrary, no provision contained in the Plan, Confirmation Order, Sale Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases shall be construed as discharging, releasing, exculpating, or relieving any non-Debtor Person or non-Debtor Entity from any fiduciary duties or liabilities under Title I of ERISA (the "**Title I Liabilities**") with respect to the Pension Plans. The PBGC and the Pension Plans shall not be enjoined or precluded from enforcing Title I Liabilities against any non-Debtor Person or non-Debtor Entity as a result of any of the provisions for satisfaction, release, injunction, exculpation, and discharge of claims in the Plan, Confirmation Order, Sale Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases; *provided*, that the foregoing shall not diminish the scope of any exculpation to which any party is entitled under section 1125(e) of the Bankruptcy Code or other applicable law.

10.9. *SEC Rights Reserved*

Notwithstanding any provision contained in the Plan or the Confirmation Order, nothing shall (i) preclude the SEC from enforcing its police or regulatory powers; or (ii) enjoin, limit, impair, or delay the SEC from commencing or continuing any claims, causes of action, proceedings, or investigations against any non-Debtor Person or non-Debtor Entity in any forum; *provided*, that the foregoing shall not diminish the scope of any exculpation to which any party is entitled under the provisions of the Plan or section 1125(e) of the Bankruptcy Code or other applicable law.

10.10. *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.

10.11. *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 Creditors’ Committee and each of its members in their capacity as such, and (c) with respect to each of the foregoing Persons or Entities in clauses (a) through (b), 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.

Binding Effect of Confirmation

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.

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.

[Remainder of Page Intentionally Left Blank]

OPT-OUT ELECTION FORM (REGISTERED HOLDER)
Class 7(a) – Equity Interests in BSC

Item 1. 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 do not check the box below and return this Opt-Out Form, 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 undersigned holder of a Claim or Interest in a Non-Voting Class elects to:

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

Item 2. Certifications.

By signing this Opt-Out Form, the undersigned certifies to the Court and the Debtors that:

- (a) either: (i) the undersigned is the registered holder of Interests in Class 7(a) – Equity Interests in BSC, or (ii) the undersigned is an authorized signatory for an entity that is the registered holder of Interests in Class 7(a) – Equity Interests in BSC;
- (b) the registered holder has received a copy of the Notice of Non-Voting Status to Impaired Classes, including instructions to access the Disclosure Statement, and that this Opt-Out Form is made pursuant to the terms and conditions set forth therein;
- (c) the registered holder has made the same election with respect to all its Interests in Class 7(a) – Equity Interests in BSC; and
- (d) that no other Opt-Out Forms with respect to this registered holder’s Interests in Class 7(a) – Equity Interests in BSC have been cast or, if any other Opt-Out Forms have been cast with respect to such Claims against, or Interests in, the Debtors, such Opt-Out Forms are hereby revoked.

Print or Type Name of Holder: _____

Last Four (4) Digits of Social Security
or Federal Tax I.D. No. of Holder: _____

Signature: _____

Name of Signatory (if different than Holder): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State, and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

PAPER SUBMISSION INSTRUCTIONS

Please submit this Opt-out form by (A) First Class Mail; (B) Overnight Delivery; or (C) personal delivery, to the Debtors' Voting Agent at the following address:

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

E-BALLOT OPT-OUT INSTRUCTIONS

To properly submit your Opt-Out Election Form electronically, you must electronically complete, sign, and return this customized electronic Opt-Out Election Form 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 Opt-Out Election Form must be received by the Voting Agent no later than **5:00 P.M. (Prevailing Central Time) on December 11, 2020**, (the “**Opt-Out Deadline**”), unless such time is extended by the Debtors. **HOLDERS ARE STRONGLY ENCOURAGED TO SUBMIT THEIR INSTRUCTIONS VIA THE E-BALLOT PLATFORM.** The Voting Agent’s “eBallot” platform is the sole manner in which Opt-Out Election Forms will be accepted via electronic or online transmission. Opt-Out Election Forms 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 Opt-Out Election Form:

Unique E-Ballot ID#: _____

PIN#: _____

Each eBallot ID# is to be used solely for issuing instructions only those Interests described in Item 1 of your Opt-Out Election Form. Please complete and submit an Opt-Out instruction 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 Opt-Out Election Form, 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 an Opt-Out Election Form using the Voting Agent’s “eBallot” platform should **NOT** also submit a paper Opt-Out Election Form.

YOUR OPT-OUT ELECTION FORM MUST BE RECEIVED BY THE VOTING AGENT NO LATER THAN 5:00 P.M. (PREVAILING CENTRAL TIME) ON DECEMBER 11, 2020 (THE “OPT-OUT DEADLINE”), UNLESS SUCH TIME IS EXTENDED BY THE DEBTORS.

SCHEDULE F-2

Opt-Out Election Form (Master Holder)

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.	§	
	§	

OPT-OUT ELECTION FORM (MASTER HOLDER)

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) have sent this master opt-out form (the “**Master Opt-Out Election Form**”) to you because the Debtors’ and/or the DTC’s records indicate that you are a bank, broker, or other financial institution (each, a “**Nominee**”) that holds Interests in Class 7(a) – Equity Interests in BSC in “street name” or are a Nominee’s agent as of November 9, 2020 (the “**Voting Record Date**”). Nominees or their agents should use this Master Opt-Out Form to convey decisions to opt-out of the releases set forth in Section 10.6 of the *Amended Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors* [Docket No. 1211] (as may be further amended, modified, or supplemented in accordance with the terms therein, the “**Plan**”) on behalf of their Beneficial Holder clients.¹

The rights of holders of Interests in Class 7(a) – Equity Interests in BSC are described in the Debtors’ *Amended Disclosure Statement for Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors* [Docket No. 1212] (as it may be amended, modified and supplemented, the “**Disclosure Statement**”) and the order approving the Disclosure Statement [Docket No. ●] (the “**Disclosure Statement Order**”). Contemporaneously herewith, you have received the *Notice of Non-Voting Status to Impaired Classes*. If you need to obtain additional materials, you may contact the Debtors’ voting agent (“**KCC**”), by (a) accessing the website maintained for these chapter 11 cases by KCC at <http://www.kccllc.net/Briggs>; (b) writing to Briggs Ballot Processing Center, c/o KCC LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) telephone at (866) 544-7045 (U.S./Canada) or +1 (781) 575-2084 (International); or (d) email at BriggsInfo@kccllc.com with a reference to “Briggs” in the subject line. In accordance with Bankruptcy Rule 3017(a) and Local Rule 3017(B), upon written request to KCC, the Debtors will provide, at no charge to the requesting party, copies of the Disclosure Statement, the Plan, or the Motion. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <https://www.moeb.uscourts.gov/>.

Pursuant to the Disclosure Statement Order, the Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy

¹ A “**Beneficial Holder**” means an entity that beneficially owns Interests in Class 7 – Equity Interests in BSC whose claims have not been satisfied prior to the Voting Record Date pursuant to Court order or otherwise, as reflected in the records maintained by the Nominee.

Code. Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court. This Master Opt-Out Election Form may not be used for any purpose other than to convey the decision regarding the opt-out election of the releases in Section 10.6 of the Plan on behalf of your Beneficial Holder clients. If you believe you have received this Master Opt-Out Election Form in error, please contact KCC at the address or telephone number set forth above.

Nothing contained herein or in the enclosed documents shall render you or any other entity an agent of the Debtors or KCC or authorize you or any other entity to use any document or make any statements on behalf of any of the Debtors with respect to the Plan, except for the statements contained in the documents enclosed herewith.

You are required to distribute the opt-out election form contained herein (the “**Opt-Out Election Form**”) accompanied by pre-addressed, postage-paid return envelopes, or by any other means consented to by your Beneficial Holder clients (e.g., e-mail), to your Beneficial Holder clients immediately to enable each such Beneficial Holder to indicate their decision to opt-out of the releases set forth in Section 10.6 of the Plan in a timely fashion. Any election delivered to you by a Beneficial Holder shall not be counted as an effective election until you complete, sign, and return this Master Opt-Out Election Form to KCC, so that it is actually received by **December 11, 2020, at 5:00 p.m.** (prevailing Central Time) (the “**Opt-Out Deadline**”).

If KCC does not receive your Master Opt-Out Election Form on or before the Opt-Out Deadline and if the Opt-Out Deadline is not extended, you will be deemed to have consented to the releases contained in Section 10.6 of the Plan. You may submit your Master Opt-Out Election Form by returning this paper Master Opt-Out Election Form to Briggs Ballot Processing Center, c/o KCC LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245 or via Email to KCC at BriggsInfo@kccllc.com.

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

If you 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; (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 (i) are 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 this Section 10.6;
- (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 gross

negligence, 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 (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; *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 10.6 shall be permanently enjoined from prosecuting any of the foregoing Claims or Causes of Action released under this Section 10.6 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 postpetition purchase or sale, or rescission of the postpetition 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. *PBGC Rights Reserved*

Notwithstanding any provision to the contrary, no provision contained in the Plan, Confirmation Order, Sale Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases shall be construed as discharging, releasing, exculpating, or relieving any non-Debtor Person or non-Debtor Entity from any fiduciary duties or liabilities under Title I of ERISA (the "**Title I Liabilities**") with respect to the Pension Plans. The PBGC and the Pension Plans shall not be enjoined or precluded from enforcing Title I Liabilities against any non-Debtor Person or non-Debtor Entity as a result of any of the provisions for satisfaction, release, injunction, exculpation, and discharge of claims in the Plan, Confirmation Order, Sale Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases; *provided*, that the foregoing shall not diminish the scope of any exculpation to which any party is entitled under section 1125(e) of the Bankruptcy Code or other applicable law.

10.9. *SEC Rights Reserved*

Notwithstanding any provision contained in the Plan or the Confirmation Order, nothing shall (i) preclude the SEC from enforcing its police or regulatory powers; or (ii) enjoin, limit, impair, or delay the SEC from commencing or continuing any claims, causes of action, proceedings, or investigations against any non-Debtor Person or non-Debtor Entity in any forum; *provided*, that the foregoing shall not

diminish the scope of any exculpation to which any party is entitled under the provisions of the Plan or section 1125(e) of the Bankruptcy Code or other applicable law.

10.10. *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.

10.11. *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 Creditors’ Committee and each of its members in their capacity as such, and (c) with respect to each of the foregoing Persons or Entities in clauses (a) through (b), 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.

Binding Effect of Confirmation

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.

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.

[Remainder of Page Intentionally Left Blank]

OPT-OUT ELECTION FORM (MASTER HOLDER)
Class 7(a) – Equity Interests in BSC

Item 1. Certification of Authority to Make Elections. The undersigned certifies that as of the Voting Record Date, the undersigned (please check appropriate box):

- Is a Nominee for the Beneficial Holders in the principal number of Interests in Class 7(a) – Equity Interests in BSC listed in Item 2 below, or
- Is acting under a power of attorney or agency (a copy of which will be provided upon request) granted by a Nominee for the Beneficial Holders in the principal number of Interests in Class 7(a) – Equity Interests in BSC listed in Item 2 below, or
- Has been granted a proxy (an original of which is attached hereto) from a Nominee for the Beneficial Holders (or the Beneficial Holder(s) itself/themselves) in the principal number of Interests in Class 7(a) – Equity Interests in BSC listed in Item 2 below, and accordingly, has full power and authority to convey decisions to opt-out of the releases set forth in Section 10.6 of the Plan, on behalf of the Beneficial Holders of Interests in Class 7(a) – Equity Interests in BSC described in Item 2.

Item 2. Opt-Out Election. The undersigned certifies that the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the Beneficial Holders of Interests in Class 7(a) – Equity Interests in BSC, as identified by their respective account numbers, that made a decision to opt-out of the releases set forth in Section 10.6 of the Plan via e-mail, telephone, internet application, facsimile, voting instruction form, or other customary means of conveying such information.

Indicate in the appropriate column below the Beneficial Holder/Account Number of each Beneficial Holder that completed and returned the Opt-Out Election Form and the aggregate number of Interests in Class 7(a) – Equity Interests in BSC held by such Beneficial Holder/Account Number electing to opt-out of the releases set forth in Section 10.6 of the Plan or attach such information to this Master Opt-Out Election Form in the form of the following table.

(Please complete the information requested below. Attach additional sheets if necessary.)

Beneficial Holder/Account Number	Amount of Interests in Class 7(a) – Equity Interests in BSC Electing to Opt-Out of the Releases
1.	
2.	
4.	
5.	
TOTAL	

Item 3. Additional Certifications. By signing this Master Opt-Out Election Form, the undersigned certifies to the Court and the Debtors that:

- (a) the undersigned has received from each Beneficial Holder listed in Item 2 of this Master Opt-out Election Form (i) a completed and signed Opt-Out Election Form or (ii) an e-mail, recorded telephone call, internet transmission, facsimile, voting instruction form, or other customary means of communication conveying a decision to opt-out of the releases;
- (b) the undersigned is the Nominee (or agent of the Nominee) of the Interests in Class 7(a) – Equity Interests in BSC being instructed; and
- (c) the undersigned has properly disclosed for each Beneficial Holder who submitted Opt-Out Election Forms or opt-out decisions via other customary means: (A) the respective number of the Interests in Class 7(a) – Equity Interests in BSC owned by each Beneficial Holder and (B) the customer account or other identification number for each such Beneficial Holder.

Institution: (Print or Type)	_____
DTC Participant Number:	_____
Signature:	_____
Name of Signatory:	_____
Title:	_____
Address:	_____ _____
Email:	_____
Date Completed:	_____

SUBMISSION INSTRUCTIONS

Please submit this Master Opt-Out Election Form by (A) Email; (B) First Class Mail; (C) Overnight Delivery; or (D) personal delivery, to the Debtors' Voting Agent at the following address:

Briggs Ballot Processing Center c/o KCC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245 Email: BriggsInfo@kccllc.com

INSTRUCTIONS FOR COMPLETING THIS MASTER FORM

1. Pursuant to the Disclosure Statement Order, the Debtors are soliciting elections from holders of Interests in Class 7(a) – Equity Interests in BSC with respect to the releases set forth in Section 10.6 of the Plan. Capitalized terms used in the Master opt-Out Election Form or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Disclosure Statement, Disclosure Statement Order, or Plan, as applicable. Important information regarding the release set forth in Section 10.6 of the Plan is included in this Master Opt-Out Election Form.
2. **Distribution of the Opt-Out Election Forms.**
 - (a) You should immediately distribute the Opt-Out Election Forms accompanied by a pre-addressed, postage-paid return envelope to all Beneficial Holders of Interests in Class 7(a) – Equity Interests in BSC as of the Voting Record Date and take any action required to enable each such Beneficial Holders to make an opt-out election timely. You must include a pre-addressed, postage-paid return envelope or must certify that your Beneficial Holder clients that did not receive return envelopes were provided with electronic or other means (consented to by such Beneficial Holder clients) of returning their Opt-Out Election Form in a timely manner.
 - (b) Any election delivered to you by a Beneficial Holder shall not be counted until you complete, sign, and return this Master Opt-Out Election Form to KCC, so that it is actually received by the Voting Deadline.
3. **Soliciting, Receiving, and Compiling Elections.** You should solicit elections from your Beneficial Holder clients via the (a) delivery of duly completed Opt-Out Election Forms or (b) conveyance of their decision to opt out of the releases via e-mail, telephone, internet application, facsimile, voting instruction form, or other customary and approved means of conveying such information.
4. With regard to any Opt-Out Election Forms returned to you by a Beneficial Holder, you must:
 - (a) compile and validate the elections and other relevant information of each such Beneficial Holder on the Master Opt-Out Election Form using the customer name or account number assigned by you to each such Beneficial Holder;
 - (b) execute the Master Opt-Out Election Form;
 - (c) transmit the Master Opt-Out Election Form to KCC.
5. Multiple Master Opt-Out Election Forms may be completed and delivered to KCC. Elections reflected by multiple Master Forms will be deemed valid. If two or more Master Opt-Out Election Forms are submitted, please mark the subsequent Master Opt-Out Election Form(s) with the words “Additional Election” or such other language as you customarily use to indicate an additional election that is not meant to revoke an earlier election.

6. The attached Master Opt-Out Election Form is not a letter of transmittal and may not be used for any purpose other than to transmit elections to opt-out of the releases set forth in Section 10.6 of the Plan. Holders of Interests in Class 7(a) – Equity Interests in BSC should not surrender certificates (if any) representing their Interests in Class 7(a) – Equity Interests in BSC at this time, and neither the Debtors nor KCC will accept delivery of any such certificates transmitted together with a Master Opt-Out Election Form.
7. This Master Opt-Out Election Form does not constitute and shall not be deemed a proof of claim or interest or an assertion of a Claim or Interest.
8. The Master Opt-Out Election Form must be returned to KCC so as to be actually received by KCC on or before the Voting Deadline. The Voting Deadline is **December 11, 2020, at 5:00 p.m. (Central Time)**.
9. Please be sure to sign and date your Master Opt-Out Election Form. You should indicate that you are signing a Master Opt-Out Election Form in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity and, if required or requested by KCC, must submit proper evidence to the requesting party to so act on behalf of such Beneficial Holder.
10. If a Master Opt-Out Election Form is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the discretion of the Debtors. Additionally, the following Master Opt-Out Election Forms will not be counted:
 - any Master Opt-Out Election Form that is illegible or contains insufficient information to permit the identification of the Nominee;
 - any Master Opt-Out Election Form sent to any party other than KCC (e.g., the Debtors or the Court);
 - any unsigned Master Opt-Out Election Form; or
 - any Master Opt-Out Election Form submitted on a form other than one sent by KCC.
11. No fees or commissions or other remuneration will be payable to any broker, bank, dealer or other person in connection with this solicitation. Upon written request, however, the Debtor will reimburse you for customary mailing and handling expenses incurred by you in forwarding the Opt-Out Election Forms to your client(s).

SCHEDULE F-3

Opt-Out Election Form (Beneficial Holder)

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.	§	
	§	

OPT-OUT ELECTION FORM (BENEFICIAL HOLDER)

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) have sent this Opt-Out Election Form to you because our records indicate that you are a holder of an Interest in Class 7(a) – Equity Interests in BSC and, accordingly, you have a right to opt-out of the releases set forth in Section 10.6 of the *Amended Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors* [Docket No. 1211] (as may be further amended, modified, or supplemented in accordance with the terms therein, the “**Plan**”).

Your rights are described in the Debtors’ *Amended Disclosure Statement for Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors* [Docket No. 1212] (as it may be further amended, modified and supplemented, the “**Disclosure Statement**”) and the order approving the Disclosure Statement [Docket No. ●] (the “**Disclosure Statement Order**”). Contemporaneously herewith, you have received the *Notice of Non-Voting Status to Impaired Classes*. If you need to obtain additional materials, you may contact the Debtors’ voting agent (“**KCC**”), by (a) accessing the website maintained for these chapter 11 cases by KCC at <http://www.kccllc.net/Briggs>; (b) writing to Briggs Ballot Processing Center, c/o KCC LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) telephone at (866) 544-7045 (U.S./Canada) or +1 (781) 575-2084 (International); or (d) email at BriggsInfo@kccllc.com with a reference to “Briggs” in the subject line. In accordance with Bankruptcy Rule 3017(a) and Local Rule 3017(B), upon written request to KCC, the Debtors will provide, at no charge to the requesting party, copies of the Disclosure Statement, the Plan, or the Motion. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <https://www.moeb.uscourts.gov/>.

Pursuant to the Disclosure Statement Order, the Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court. This Opt-Out Election Form may not be used for any purpose other than to opt-out of the releases contained in Section 10.6 of the Plan, which are reproduced below. If you believe you

have received this Opt-Out Election Form in error, please contact KCC at the address or telephone number set forth above.

This opt-Out Election Form must be completed, executed, and returned to your Nominee in sufficient time to allow your Nominee to process your instructions on a Master Opt-Out Election Form and return it to KCC on or before **December 11, 2020, at 5:00 p.m.** (prevailing Central Time) (the “**Opt-Out Deadline**”). If KCC does not actually receive the Master Opt-Out Election Form from your Nominee on or before the Opt-Out Deadline, and if the Opt-Out Deadline is not extended, your election transmitted hereby will not be counted and you will be deemed to have consented to the releases contained in Section 10.6 of the Plan.

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

If you 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; (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*”):

- as such;
- (a) the Creditors' Committee and each of its members in their capacity
 - (b) all holders of Claims who are entitled to vote on the Plan and vote to accept the Plan;
 - (c) all holders of Claims who (i) are entitled to vote on the Plan and 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 this Section 10.6;
 - (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 gross negligence, 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 (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; *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 10.6 shall be permanently enjoined from prosecuting any of the foregoing Claims or Causes of Action released under this Section 10.6 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 postpetition purchase or sale, or rescission of the postpetition 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. *PBGC Rights Reserved*

Notwithstanding any provision to the contrary, no provision contained in the Plan, Confirmation Order, Sale Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases shall be construed as discharging, releasing, exculpating, or relieving any non-Debtor Person or non-Debtor Entity from any fiduciary duties or liabilities under Title I of ERISA (the "**Title I Liabilities**") with respect to the Pension Plans. The PBGC and the Pension Plans shall not be enjoined or precluded from enforcing Title I Liabilities against any non-Debtor Person or non-Debtor Entity as a result of any of the provisions for satisfaction, release, injunction, exculpation, and discharge of claims in the Plan, Confirmation Order, Sale Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases; *provided*, that the foregoing shall not diminish the scope of any exculpation to which any party is entitled under section 1125(e) of the Bankruptcy Code or other applicable law.

10.9. *SEC Rights Reserved*

Notwithstanding any provision contained in the Plan or the Confirmation Order, nothing shall (i) preclude the SEC from enforcing its police or regulatory powers; or (ii) enjoin, limit, impair, or delay the SEC from commencing or continuing any claims, causes of action, proceedings, or investigations against any non-Debtor Person or non-Debtor Entity in any forum; *provided*, that the foregoing shall not diminish the scope of any exculpation to which any party is entitled under the provisions of the Plan or section 1125(e) of the Bankruptcy Code or other applicable law.

10.10. *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.

10.11. *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 Creditors’ Committee and each of its members in their capacity as such, and (c) with respect to each of the foregoing Persons or Entities in clauses (a) through (b), 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.

Binding Effect of Confirmation

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.

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.

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OPT-OUT ELECTION FORM (BENEFICIAL HOLDER)
Class 7(a) – Equity Interests in BSC

Item 1. 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 do not check the box below and return this Opt-Out Form, 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 undersigned holder of a Claim or Interest in a Non-Voting Class elects to:

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

Item 2. Certifications.

By signing this Opt-Out Form, the undersigned certifies to the Court and the Debtors that:

- (a) either: (i) the undersigned is the beneficial holder of Interests in Class 7(a) – Equity Interests in BSC, or (ii) the undersigned is an authorized signatory for an entity that is the beneficial holder of Interests in Class 7(a) – Equity Interests in BSC;
- (b) the holder has received a copy of the Notice of Non-Voting Status to Impaired Classes, including instructions to access the Disclosure Statement, and that this Opt-Out Form is made pursuant to the terms and conditions set forth therein;
- (c) the beneficial Holder has made the same election with respect to all its Interests in Class 7(a) – Equity Interests in BSC; and
- (d) that no other Opt-Out Forms with respect to this beneficial holder’s Interests in Class 7(a) – Equity Interests in BSC have been cast or, if any other Opt-Out Forms have been cast with respect to such Claims against, or Interests in, the Debtors, such Opt-Out Forms are hereby revoked.

Print or Type Name of Holder: _____

Last Four (4) Digits of Social Security
or Federal Tax I.D. No. of Holder: _____

Signature: _____

Name of Signatory (if different than Holder): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State, and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

SUBMISSION INSTRUCTIONS

To ensure that your election is counted, you must complete and submit this Opt-Out Election Form to your Nominee by mail, electronic, or other means agreed with your Nominee. The method of delivery of this Opt-Out Election Form to your Nominee is at the election and risk of each Holder of Interest. Except as otherwise provided herein, such delivery will be deemed made only when KCC actually receives a Master Opt-Out Election Form from your Nominee. For Opt-Out Election Forms submitted by hand, instead of effecting delivery by first-class mail, it is recommended, though not required, that Holders of Interests use an overnight or hand delivery service. In all cases, Holders of Interests, or their Nominees, should allow sufficient time to assure timely delivery. The Opt-Out Election Form is not a letter of transmittal and may not be used for any purpose other than, subject to the limitations set forth in the Opt-Out Election Form, to opt-out of the releases set forth in Section 10.6 of the Plan. Accordingly, at this time, Holders of Interests should not surrender certificates or instruments representing or evidencing their Interests, and neither the Debtors nor KCC will accept delivery of any such certificates or instruments surrendered together with an Opt-Out Election Form. **THIS OPT-OUT ELECTION FORM MUST BE COMPLETED, EXECUTED, AND RETURNED TO YOUR NOMINEE IN SUFFICIENT TIME TO ALLOW YOUR NOMINEE TO PROCESS YOUR INSTRUCTIONS ON A MASTER OPT-OUT ELECTION FORM AND RETURN IT TO KCC ON OR BEFORE DECEMBER 11, 2020, AT 5:00 P.M. (PREVAILING CENTRAL TIME) (THE “OPT-OUT DEADLINE”). IF KCC DOES NOT ACTUALLY RECEIVE THE MASTER OPT-OUT ELECTION FORM FROM YOUR NOMINEE ON OR BEFORE THE OPT-OUT DEADLINE, AND IF THE OPT-OUT DEADLINE IS NOT EXTENDED, YOUR ELECTION TRANSMITTED HEREBY WILL NOT BE COUNTED AND YOU WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASES CONTAINED IN SECTION 10.6 OF THE PLAN.**

Annex 2

Blacklines

Exhibit B

Confirmation Hearing Notice

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

In re: § Chapter 11
§
§ Case No. 20-43597-399
BRIGGS & STRATTON §
CORPORATION, *et al.*, § (Jointly Administered)
§
Debtors. § Objections Due: December 11, 2020
§ Hearing Date: December 18, 2020
§ Hearing Time: 9:00 a.m. (Central Time)
§ Hearing Location: Courtroom 5 North
§ 111 S. 10th St., St. Louis, MO 63102

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

PLEASE TAKE NOTICE that:

~~1. **Filing of Disclosure Statement and Plan.** On October 9, 2020, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed: (a) the *Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors* [Docket No. 1066], (as it may be supplemented, amended or modified, the “Plan”); and (b) the *Disclosure Statement for Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors* [Docket No. 1067] (as it may be amended, modified and supplemented, the “Disclosure Statement”) under section 1125 of title 11 of the United States Code (the “Bankruptcy Code”).~~

~~1. **2-Approval of Disclosure Statement.** On November 9 , 2020, the United States Bankruptcy Court for the Eastern District of Missouri (the “Bankruptcy Court”) ~~conducted a hearing on the Disclosure Statement. On November , 2020, the Court entered the 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 the Form of Ballots and Establishing Procedures for Voting on the Plan; and (V) Granting Related Relief [Docket No.] (the “Order”), ~~finding that the approving the Amended Disclosure Statement contains adequate information as defined in 11 U.S.C. § 1125; for Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors (as it may be further amended, modified and supplemented, the “Disclosure Statement”) [Docket No.], filed by Briggs & Stratton Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”), for use by the Debtors in soliciting acceptances or rejections of the Amended Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors [Docket No.], dated November 6, 2020, (as it may be further amended, modified, and supplemented, the “Plan”), from holders of impaired Claims against the Debtors (each, as defined in the Plan), who are (or may be) entitled to receive distributions under the Plan.~~~~~~

~~2. **3-Access to the Disclosure Statement, the Plan and the Order.** Interested parties may review the Disclosure Statement, the Plan and the Order, free of charge at~~

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

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

3. **4-Confirmation Hearing.** A hearing (the "**Confirmation Hearing**") to consider confirmation of the Plan will be held on **December 18, 2020 at 9:00 a.m. (Central Time)**, in the United States Bankruptcy Court for the Eastern District of Missouri, 5th Floor, North Courtroom, Thomas F. Eagleton United States Courthouse, 111 South Tenth Street, St. Louis, Missouri. The Confirmation Hearing may be continued from time to time without further notice other than the announcement by the Debtors at the Confirmation Hearing or any continued hearing or as indicated in any notice of agenda for matters scheduled for hearing filed by the Debtors with the Bankruptcy Court, and the Plan may be amended or modified, if necessary, prior to, during, or as a result of the Confirmation Hearing, without further notice to interested parties.

4. **5-Objection Deadline.** Pursuant to Local Rule 3020(A) of the Local Rules of Bankruptcy Procedure for the Eastern District of Missouri (the "**Local Rules**"), the Order establishes **December 11, 2020 at 5:00 p.m. (Central Time)** (the "**Objection Deadline**") as the last day for filing and serving written objections to confirmation of the Plan.

5. **6-Objections to Confirmation.** 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 of such party;
- (c) state with particularity the basis and nature of any objection;
- (d) conform to the Federal Rules of Bankruptcy Procedure (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~~ in writing with the

United States Bankruptcy Court, ~~to the extent applicable~~ Clerk's Office, 111 S. 10th Street, 4th Floor, St. Louis, Missouri 63102; and

- (f) be filed and served so as to be received no later than the Objection Deadline by the Court and the Notice Parties.

~~6. 7. Such written objections must be filed with the Clerk of the Bankruptcy Court, Fourth Floor, Thomas F. Eagleton United States Courthouse, 111 South Tenth Street, St. Louis, Missouri 63102.~~ Pursuant to Local Rule 3020(A), objections to confirmation of the Plan must also be served on (i) the plan proponent, (ii) any parties on the Local Rule 9013-3(D) Master Service List, and (iii) any entity making a written request. In accordance with Local Rule 3020(A), objections must be served on the following parties:

Debtors

Briggs & Stratton Corporation, *et al.*
c/o Kurtzman Carson Consultants LLC,
222 N. Pacific Coast Highway
Suite 300
El Segundo, California 90245

Office of the U.S. Trustee

Office of the U.S. Trustee for
the Eastern District of Missouri
111 South 10th Street
Suite 6.353
St. Louis, Missouri 63102
Attn: Sirena T. Wilson, Esq.
Email: sirena.wilson@usdoj.gov

Attorneys to the Debtors

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attn: Ronit J. Berkovich, Esq.
Debora A. Hoehne, Esq.
Martha E. Martir, Esq.
Email: ronit.berkovich@weil.com
debora.hoehne@weil.com
martha.martir@weil.com

Attorneys to the Debtors

Carmody MacDonald P.C.
120 S Central Ave
#1800
Clayton, Missouri 63105
Attn: Robert E. Eggmann, Esq.
Christopher J. Lawhorn, Esq.
Thomas H. Riske, Esq.
Email: ree@carmodymacdonald.com
cjl@carmodymacdonald.com
thr@carmodymacdonald.com

Attorneys to the Creditors' Committee

Brown Rudnick LLP
7 Times Square
New York, New York 10036
Attn.: Robert J. Stark, Esq.
Oksana P. Lashko, Esq.
Andrew M. Carty, Esq.
Email: rstark@brownrudnick.com
olashko@brownrudnick.com
acarty@brownrudnick.com

Attorneys to the Creditors' Committee

Doster Ullom & Boyle, LLC
16150 Main Circle Drive
Suite 250
Chesterfield, Missouri 63017
Attn: Gregory D. Willard, Esq.
Alexander L. Moen, Esq.
Email: gwillard@dubllc.com
amoen@dubllc

IF ANY OBJECTION TO CONFIRMATION OF THE PLAN IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT, THE OBJECTING PARTY WILL BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN, AND THE OBJECTING PARTY WILL NOT BE HEARD AT THE CONFIRMATION HEARING.

7. ~~8.~~ **Voting Deadline.** The Order establishes **December 11, 2020 at 5:00 p.m.** (Central Time) as the last day to submit a written ballot to accept or reject the Plan (the “**Voting Deadline**”). The ballots must be delivered to and actually received by the Voting Agent by no later than 5:00 p.m. (Central Time) on or before December 11, 2020 at either of the following addresses:

If by standard or overnight mail or hand delivery:	If by e-balloting portal:
Briggs Ballot Processing Center c/o KCC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245	Visit http://www.kccllc.net/briggs , click on the “Submit eBallot” link and following the instructions set forth on the website

8. ~~9.~~ **Voting Record Date.** Holders of Claims against the Debtors in the following Classes as of November 9, 2020 are entitled to vote on the Plan:

Class	Designation	Treatment	Entitled to Vote
4(a)	General Unsecured Claims against BSC	Impaired	Yes
4(b)	General Unsecured Claims against BGI	Impaired	Yes
4(c)	General Unsecured Claims against ABI	Impaired	Yes
4(d)	General Unsecured Claims against BSI	Impaired	Yes
4(e)	General Unsecured Claims against BST	Impaired	Yes

9. ~~10.~~ **Parties in Interest Not Entitled to Vote.** The following holders of Claims and Interests are not entitled to vote on the plan: (A) holders of unimpaired Claims that are presumed to accept the Plan (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); and (B) holders of impaired Claims or Interests that are deemed to reject the Plan (Classes 5(a) through 5(e) – Subordinated Securities Claims against each Debtor, Classes 6(a) through 6(d) – Intercompany Interests in each Debtor, and Class 7(a) – Equity Interests in BSC.

10. ~~11.~~ **Notice of Non-Voting Status.** Pursuant to the Order, holders of Claims and Interests in Classes 1(a) through 1(e), 2(a) through 2(e), 3(a) through 3(a), and 5(a) through 5(e), 6(a) through 6(d) and 7(a) will receive a Notice of Non-Voting Status.

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

12. ~~13.~~ **Challenging the Allowance of a Claim for Voting Purposes.** Paragraph [13] of the Order establishes certain procedures for voting and ballot tabulation purposes. If any holder of a Claim seeks to challenge the allowance (or disallowance) of its Claim for voting purposes in accordance with the above procedures, the Debtors request that the Court direct such creditor to serve on the Debtors and file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim in a different amount for purposes of voting to accept or reject the Plan (a “**Rule 3018(a) Motion**”) by **December 1, 2020**. If a holder of a Claim files a timely Rule 3018(a) Motion, such holder’s Ballot should not be counted unless temporarily allowed by the Court for voting purposes, after notice and a hearing, pursuant to an order entered by the Court.

13. ~~14.~~ *Classification and Treatment.* A chart summarizing the treatment provided by the Plan to each class of Claims and Interests is included in Annex A. Annex A is qualified in its entirety by reference to the Plan.

14. ~~15.~~ *Releases by Holders of Claims and Interests.* Please be advised that under the Plan, the following holders of Claims or Interests are deemed to have granted the releases contained in Section 10.6 of the Plan:

- (a) the Creditors' Committee and each of its members in their capacity as such;
- (b) all holders of Claims who are entitled to vote on the Plan and vote to accept the Plan;
- (c) all holders of Claims who (i) are entitled to vote on the Plan and 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 this Section 10.6;
- (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).

ELECTION TO WITHHOLD CONSENT TO THE RELEASES CONTAINED IN THE PLAN IS AT THE OPTION OF THE CLAIM OR INTEREST HOLDER. HOLDERS OF CLAIMS ENTITLED TO VOTE MAY "OPT-OUT" OF THE RELEASES ON THEIR BALLOTS, BUT ONLY IF SUCH HOLDERS DO NOT VOTE TO ACCEPT THE PLAN. HOLDERS OF CLAIMS AND INTERSTS NOT ENTITLED TO VOTE MAY SUBMIT AN OPT-OUT FORM TO OPT-OUT OF THE RELEASES, AS DESCRIBED IN MORE DETAIL IN THE NOTICE OF NON-VOTING STATUS.

15. ~~16.~~ *Injunction, Exculpation and Debtors' Releases.* The Plan also contains provisions regarding injunction, exculpation and releases by the Debtors that may affect your rights, such as those set forth in Sections 10.4 through 10.911 of the Plan and in Annex A. Annex A is qualified in its entirety by reference to the Plan.

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

17. ~~18.~~ **Additional Information.** Any party in interest wishing to obtain information about the solicitation procedures should contact the Voting Agent by telephone at (866) 544-7045 (U.S./Canada) or (781) 575-2084 (International) or by e-mail at <http://www.kccllc.net/Briggs/inquiry>.

THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

Dated: ~~November 6~~ November 6, 2020
St. Louis, Missouri

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

*Local Counsel to the Debtors and
Debtors in Possession*

-and-

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

*Counsel to the Debtors
and Debtors in Possession*

Annex A¹

Summary of Plan Classification and Treatment of Claims and Interests

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan²
1(a)	Priority Tax Claims against BSC	Except to the extent that a holder of an Allowed Priority Tax Claim against BSC agrees to less favorable treatment, each holder of an Allowed Priority Tax Claim against BSC shall receive, in full and final satisfaction of such Allowed Priority Tax Claim against BSC, at the sole option of the Debtors or the Plan Administrator, as applicable, (a) Cash (from the Net Cash Proceeds (BSC)) in an amount equal to such Allowed Priority Tax Claim against BSC on, or as soon thereafter as is reasonably practicable, the later of (i) the Effective Date, to the extent such Claim is an Allowed Priority Tax Claim against BSC on the Effective Date; (ii) the first Business Day after the date that is forty-five (45) calendar days after the date such Priority Tax Claim becomes an Allowed Priority Tax Claim against BSC; and (iii) the date such Allowed Priority Tax Claim against BSC is due and payable in the ordinary course as such obligation becomes due; or (b) equal annual Cash payments (from the Net Cash Proceeds (BSC)) in an aggregate amount equal to the amount of such Allowed Priority Tax Claim against BSC, together with interest at the applicable rate under section 511 of the Bankruptcy Code, over a period not exceeding five (5) years from and after the Petition Date; <i>provided</i> , that the Debtors reserve the right to prepay all or a portion of any such amounts at any time under this option without penalty or premium.	Unimpaired	No (Presumed to accept)	100%
1(b)	Priority Tax Claims		Unimpaired	No (Presumed to accept)	100%

¹ **Annex A** is qualified in its entirety by reference to the Plan.

² The recovery percentages listed herein for Classes 4(a)-4(e) take into account the PBGC subordination and reflect recoveries to General Unsecured Creditors other than the PBGC. In addition, please note that the recovery percentages for such Classes are estimates only and as the General Bar Date occurred on October 7, 2020 and certain other bar dates have not yet occurred, as discussed in Section IV(G) of the Disclosure Statement, the Debtors have only begun to reconcile claims. The high end of the range is based on the Debtors' estimate of known liquidated claims with the low end of the range being calculated using a placeholder estimate of unknown and unliquidated claims.

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
	against BGI	Except to the extent that a holder of an Allowed Priority Tax Claim against BGI agrees to less favorable treatment, each holder of an Allowed Priority Tax Claim against BGI shall receive, in full and final satisfaction of such Allowed Priority Tax Claim against BGI, at the sole option of the Debtors or the Plan Administrator, as applicable, (a) Cash (from the Net Cash Proceeds (BGI)) in an amount equal to such Allowed Priority Tax Claim against BGI on, or as soon thereafter as is reasonably practicable, the later of (i) the Effective Date, to the extent such Claim is an Allowed Priority Tax Claim against BGI on the Effective Date; (ii) the first Business Day after the date that is forty-five (45) calendar days after the date such Priority Tax Claim becomes an Allowed Priority Tax Claim against BGI; and (iii) the date such Allowed Priority Tax Claim against BGI is due and payable in the ordinary course as such obligation becomes due; or (b) equal annual Cash (from the Net Cash Proceeds (BGI)) payments in an aggregate amount equal to the amount of such Allowed Priority Tax Claim against BGI, together with interest at the applicable rate under section 511 of the Bankruptcy Code, over a period not exceeding five (5) years from and after the Petition Date; <i>provided</i> , that the Debtors reserve the right to prepay all or a portion of any such amounts at any time under this option without penalty or premium.			
1(c)	Priority Tax Claims against ABI	Except to the extent that a holder of an Allowed Priority Tax Claim against ABI agrees to less favorable treatment, each holder of an Allowed Priority Tax Claim against ABI shall receive, in full and final satisfaction of such Allowed Priority Tax Claim against ABI, at the sole option of the Debtors or the Plan Administrator, as applicable, (a) Cash (from the Net Cash Proceeds (ABI)) in an amount equal to such Allowed Priority Tax Claim against ABI on, or as soon thereafter as is reasonably practicable, the later of (i) the Effective Date, to the extent such Claim is an Allowed Priority Tax Claim against ABI on the Effective Date; (ii) the first Business Day after the date that is forty-five (45) calendar days after the date such Priority Tax Claim becomes an Allowed Priority Tax Claim against ABI; and (iii) the date such Allowed Priority Tax Claim against ABI is due and payable in the ordinary course as such obligation becomes due; or (b) equal annual Cash payments (from the Net Cash Proceeds (ABI)) in an aggregate amount equal to the amount of such Allowed Priority Tax Claim against ABI, together with interest at the applicable rate under section 511 of the Bankruptcy Code, over a period not exceeding five (5) years from and after the Petition Date; <i>provided</i> , that the Debtors reserve the right to prepay all or a portion of any such amounts at any time under this option without penalty or premium.	Unimpaired	No (Presumed to accept)	100%

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
1(d)	Priority Tax Claims against BSI	Except to the extent that a holder of an Allowed Priority Tax Claim against BSI agrees to less favorable treatment, each holder of an Allowed Priority Tax Claim against BSI shall receive, in full and final satisfaction of such Allowed Priority Tax Claim against BSI, at the sole option of the Debtors or the Plan Administrator, as applicable, (a) Cash (from the Net Cash Proceeds (BSI)) in an amount equal to such Allowed Priority Tax Claim against BSI on, or as soon thereafter as is reasonably practicable, the later of (i) the Effective Date, to the extent such Claim is an Allowed Priority Tax Claim against BSI on the Effective Date; (ii) the first Business Day after the date that is forty-five (45) calendar days after the date such Priority Tax Claim becomes an Allowed Priority Tax Claim against BSI; and (iii) the date such Allowed Priority Tax Claim against BSI is due and payable in the ordinary course as such obligation becomes due; or (b) equal annual Cash payments (from the Net Cash Proceeds (BSI)) in an aggregate amount equal to the amount of such Allowed Priority Tax Claim against BSI, together with interest at the applicable rate under section 511 of the Bankruptcy Code, over a period not exceeding five (5) years from and after the Petition Date; <i>provided</i> , that the Debtors reserve the right to prepay all or a portion of any such amounts at any time under this option without penalty or premium.	Unimpaired	No (Presumed to accept)	100%
1(e)	Priority Tax Claims against BST	Except to the extent that a holder of an Allowed Priority Tax Claim against BST agrees to less favorable treatment, each holder of an Allowed Priority Tax Claim against BST shall receive, in full and final satisfaction of such Allowed Priority Tax Claim against BST, at the sole option of the Debtors or the Plan Administrator, as applicable, (a) Cash (from the Net Cash Proceeds (BST)) in an amount equal to such Allowed Priority Tax Claim against BST on, or as soon thereafter as is reasonably practicable, the later of (i) the Effective Date, to the extent such Claim is an Allowed Priority Tax Claim against BST on the Effective Date; (ii) the first Business Day after the date that is forty-five (45) calendar days after the date such Priority Tax Claim becomes an Allowed Priority Tax Claim against BST; and (iii) the date such Allowed Priority Tax Claim against BST is due and payable in the ordinary course as such obligation becomes due; or (b) equal annual Cash payments (from the Net Cash Proceeds (BST)) in an aggregate amount equal to the amount of such Allowed Priority Tax Claim against BST, together with interest at the applicable rate under section 511 of the Bankruptcy Code, over a period not exceeding five (5) years from and after the Petition Date; <i>provided</i> , that the Debtors reserve the right to prepay all or a portion of any such amounts at any time under this option without penalty or premium.	Unimpaired	No (Presumed to accept)	100%
2(a)	Priority Non-Tax		Unimpaired	No (Presumed)	

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
	Claims against BSC	Except to the extent that a holder of an Allowed Priority Non-Tax Claim against BSC agrees to less favorable treatment, on or as soon as practicable after the Effective Date, each holder thereof shall be paid in full in Cash (from the Net Cash Proceeds (BSC)) or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.		to accept)	100%
2(b)	Priority Non-Tax Claims against BGI	Except to the extent that a holder of an Allowed Priority Non-Tax Claim against BGI agrees to less favorable treatment, on or as soon as practicable after the Effective Date, each holder thereof shall be paid in full in Cash (from the Net Cash Proceeds (BGI)) or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.	Unimpaired	No (Presumed to accept)	100%
2(c)	Priority Non-Tax Claims against ABI	Except to the extent that a holder of an Allowed Priority Non-Tax Claim against ABI agrees to less favorable treatment, on or as soon as practicable after the Effective Date, each holder thereof shall be paid in full in Cash (from the Net Cash Proceeds (ABI)) or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.	Unimpaired	No (Presumed to accept)	100%
2(d)	Priority Non-Tax Claims against BSI	Except to the extent that a holder of an Allowed Priority Non-Tax Claim against BSI agrees to less favorable treatment, on or as soon as practicable after the Effective Date, each holder thereof shall be paid in full in Cash (from the Net Cash Proceeds (BSI)) or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.	Unimpaired	No (Presumed to accept)	100%
2(e)	Priority Non-Tax Claims against BST	Except to the extent that a holder of an Allowed Priority Non-Tax Claim against BST agrees to less favorable treatment, on or as soon as practicable after the Effective Date, each holder thereof shall be paid in full in Cash (from the Net Cash Proceeds (BST)) or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.	Unimpaired	No (Presumed to accept)	100%
3(a)	Other Secured Claims against BSC	(i) Except to the extent that a holder of an Allowed Other Secured Claim against BSC agrees to different treatment, on the later of the Effective Date and the date that is thirty (30) days after the date such Other Secured Claim against BSC becomes an Allowed Claim, or as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim against BSC will receive, on account of such Allowed Claim, at the sole option of the Debtors or the Plan Administrator, as applicable: (a) Cash (from the Net Cash Proceeds (BSC)) in an amount equal to the Allowed amount of such Claim; (b) such other treatment sufficient to render such holder's Allowed Other Secured Claim against BSC Unimpaired; or (c) return of the applicable collateral	Unimpaired	No (Presumed to accept)	100%

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
		<p>in satisfaction of the Allowed amount of such Other Secured Claim against BSC.</p> <p>(ii) Except as otherwise specifically provided in the Plan, upon the payment in full in Cash of an Other Secured Claim against BSC, any Lien securing an Other Secured Claim against BSC that is paid in full, in Cash, shall be deemed released, and the holder of such Other Secured Claim against BSC shall be authorized and directed to release any collateral or other property of the Debtors (including any Cash collateral) held by such holder and to take such actions as may be requested by the Plan Administrator, to evidence the release of such Lien, including the execution, delivery and filing or recording of such releases as may be requested by the Plan Administrator.</p>			
3(b)	Other Secured Claims against BGI	<p>(i) Except to the extent that a holder of an Allowed Other Secured Claim against BGI agrees to different treatment, on the later of the Effective Date and the date that is thirty (30) days after the date such Other Secured Claim against BGI becomes an Allowed Claim, or as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim against BGI will receive, on account of such Allowed Claim, at the sole option of the Debtors or the Plan Administrator, as applicable: (a) Cash (from the Net Cash Proceeds (BGI)) in an amount equal to the Allowed amount of such Claim; (b) such other treatment sufficient to render such holder's Allowed Other Secured Claim against BGI Unimpaired; or (c) return of the applicable collateral in satisfaction of the Allowed amount of such Other Secured Claim against BGI.</p> <p>(ii) Except as otherwise specifically provided in the Plan, upon the payment in full in Cash of an Other Secured Claim against BGI, any Lien securing an Other Secured Claim against BGI that is paid in full, in Cash, shall be deemed released, and the holder of such Other Secured Claim against BGI shall be authorized and directed to release any collateral or other property of the Debtors (including any Cash collateral) held by such holder and to take such actions as may be requested by the Plan Administrator, to evidence the release of such Lien, including the execution, delivery and filing or recording of such releases as may be requested by the Plan Administrator.</p>	Unimpaired	No (Presumed to accept)	100%
3(c)	Other Secured Claims against ABI	<p>(i) Except to the extent that a holder of an Allowed Other Secured Claim against ABI agrees to different treatment, on the later of the Effective Date and the date that is thirty (30) days after the date such Other Secured Claim against ABI becomes an Allowed Claim, or as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim against ABI will receive, on account of such Allowed Claim, at the sole option of the Debtors or the Plan Administrator, as applicable: (a)</p>	Unimpaired	No (Presumed to accept)	100%

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
		<p>Cash (from the Net Cash Proceeds (ABI)) in an amount equal to the Allowed amount of such Claim; (b) such other treatment sufficient to render such holder's Allowed Other Secured Claim against ABI Unimpaired; or (c) return of the applicable collateral in satisfaction of the Allowed amount of such Other Secured Claim against ABI.</p> <p>(ii) Except as otherwise specifically provided in the Plan, upon the payment in full in Cash of an Other Secured Claim against ABI, any Lien securing an Other Secured Claim against ABI that is paid in full, in Cash, shall be deemed released, and the holder of such Other Secured Claim against ABI shall be authorized and directed to release any collateral or other property of the Debtors (including any Cash collateral) held by such holder and to take such actions as may be requested by the Plan Administrator, to evidence the release of such Lien, including the execution, delivery and filing or recording of such releases as may be requested by the Plan Administrator.</p>			
3(d)	Other Secured Claims against BSI	<p>(i) Except to the extent that a holder of an Allowed Other Secured Claim against BSI agrees to different treatment, on the later of the Effective Date and the date that is thirty (30) days after the date such Other Secured Claim against BSI becomes an Allowed Claim, or as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim against BSI will receive, on account of such Allowed Claim, at the sole option of the Debtors or the Plan Administrator, as applicable: (a) Cash (from the Net Cash Proceeds (BSI)) in an amount equal to the Allowed amount of such Claim; (b) such other treatment sufficient to render such holder's Allowed Other Secured Claim against BSI Unimpaired; or (c) return of the applicable collateral in satisfaction of the Allowed amount of such Other Secured Claim against BSI.</p> <p>(ii) Except as otherwise specifically provided the Plan, upon the payment in full in Cash of an Other Secured Claim against BSI, any Lien securing an Other Secured Claim against BSI that is paid in full, in Cash, shall be deemed released, and the holder of such Other Secured Claim against BSI shall be authorized and directed to release any collateral or other property of the Debtors (including any Cash collateral) held by such holder and to take such actions as may be requested by the Plan Administrator, to evidence the release of such Lien, including the execution, delivery and filing or recording of such releases as may be requested by the Plan Administrator.</p>	Unimpaired	No (Presumed to accept)	100%
3(e)	Other Secured Claims against BST	<p>(i) Except to the extent that a holder of an Allowed Other Secured Claim against BST agrees to different treatment, on the later of the Effective Date and the date that is thirty (30) days after the date such Other Secured Claim against BST becomes an Allowed</p>	Unimpaired	No (Presumed to accept)	100%

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
		<p>Claim, or as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim against BST will receive, on account of such Allowed Claim, at the sole option of the Debtors or the Plan Administrator, as applicable: (a) Cash (from the Net Cash Proceeds (BST)) in an amount equal to the Allowed amount of such Claim; (b) such other treatment sufficient to render such holder's Allowed Other Secured Claim against BST Unimpaired; or (c) return of the applicable collateral in satisfaction of the Allowed amount of such Other Secured Claim against BST.</p> <p>(ii) Except as otherwise specifically provided in the Plan, upon the payment in full in Cash of an Other Secured Claim against BST, any Lien securing an Other Secured Claim against BST that is paid in full, in Cash, shall be deemed released, and the holder of such Other Secured Claim against BST shall be authorized and directed to release any collateral or other property of the Debtors (including any Cash collateral) held by such holder and to take such actions as may be requested by the Plan Administrator, to evidence the release of such Lien, including the execution, delivery and filing or recording of such releases as may be requested by the Plan Administrator.</p>			

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
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 under the Plan, the PBGC Subordination shall be enforced; <u>provided, further, that: (A) if any portion of a General Unsecured Claim against BSC is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (BSC), and (B) the portion of a General Unsecured Claim against BSC that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (BSC), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against BSC is an Allowed General Unsecured Claim.</u>	Impaired	Yes	[6 - 8% 10%] ³

³ The estimated recovery for general unsecured claims depends on the amount of allowed priority claims and allowed general unsecured claims, which, based on the results of the claims reconciliation process, may ultimately be materially different from the estimates in the Recovery Analysis. See footnote three of the Recovery Analysis, annexed as Exhibit C to the Disclosure Statement. The Debtors believe that certain priority claims and general unsecured claims should be reclassified and/or disallowed as part of the claims reconciliation process. However, the Debtors cannot assure that such claims will ultimately be reclassified and/or disallowed. As such, the recovery for Class 4(a) could be as low as 6% if certain filed and unreconciled priority claims and general unsecured claims asserted against the Debtors are ultimately allowed as part of the claims reconciliation process.

Additionally, this range is not inclusive of unliquidated tort claims. Forty-four (44) claims related to unliquidated tort claims were filed against the Debtors, of which thirty-nine (39) claims are related to asbestos-related litigations and may be reduced by applicable insurance coverage, as discussed in more detail in section IV(O) of the Disclosure Statement. The Debtors do not currently have an estimate for such tort claims, and the recovery amount for general unsecured creditors may be lower depending on the ultimate value of the unliquidated tort claims. If the unliquidated tort claims are ultimately allowed and not paid by available insurance, recovery for general unsecured creditors could be even lower.

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
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 under the Plan, the PBGC Subordination shall be enforced; <u>provided, further, that: (A) if any portion of a General Unsecured Claim against BGI is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (BGI), and (B) the portion of a General Unsecured Claim against BGI that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (BGI), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against BGI is an Allowed General Unsecured Claim.</u>	Impaired	Yes	{1% - 2%} ⁴
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	Impaired	Yes	{1% - 2%} ⁵

⁴ The estimated recovery for general unsecured claims depends on the amount of allowed priority claims and allowed general unsecured claims, which, based on the results of the claims reconciliation process, may ultimately be materially different from the estimates in the Recovery Analysis. See footnote three of the Recovery Analysis, annexed as Exhibit C to the Disclosure Statement. The Debtors believe that certain priority claims and general unsecured claims should be reclassified and/or disallowed as part of the claims reconciliation process. However, the Debtors cannot assure that such claims will ultimately be reclassified and/or disallowed. As such, the recovery for Class 4(b) could be as low as 1% if certain filed and unreconciled priority claims and general unsecured claims asserted against the Debtors are ultimately allowed as part of the claims reconciliation process.

⁵ The estimated recovery for general unsecured claims depends on the amount of allowed priority claims and allowed general unsecured claims, which, based on the results of the claims reconciliation process, may ultimately be materially different from the estimates in the Recovery Analysis. See footnote three of the Recovery Analysis, annexed as Exhibit C to the Disclosure Statement. The Debtors believe that certain priority claims and general unsecured claims should be reclassified and/or disallowed as part of the claims reconciliation process. However, the Debtors cannot assure that such claims will ultimately be reclassified and/or disallowed. As such, the recovery for Class 4(c) could be as low as 1% if certain filed and unreconciled priority claims and general unsecured claims asserted against the Debtors are ultimately allowed as part of the claims reconciliation process.

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
		<p>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 under the Plan, the PBGC Subordination shall be enforced; <u>provided, further, that: (A) if any portion of a General Unsecured Claim against ABI is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (ABI), and (B) the portion of a General Unsecured Claim against ABI that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (ABI), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against ABI is an Allowed General Unsecured Claim.</u></p>			
4(d)	General Unsecured Claims against BSI	<p>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 under the Plan, the PBGC Subordination shall be enforced; <u>provided, further, that: (A) if any portion of a General Unsecured Claim against BSI is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (BSI), and (B) the portion of a General Unsecured Claim against BSI that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (BSI), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against BSI is an Allowed General Unsecured Claim.</u></p>	Impaired	Yes	N/A ⁶
4(e)	General Unsecured Claims against BST	<p>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</p>	Impaired	Yes	0.1% ⁷

⁶ [The Debtors believe that the PBGC is the only creditor in this class.](#)

⁷ [The Debtors believe that the PBGC is the only creditor in this class.](#)

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
		<p>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 under the Plan, the PBGC Subordination shall be enforced; <u>provided, further, that: (A) if any portion of a General Unsecured Claim against BST is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (BST), and (B) the portion of a General Unsecured Claim against BST that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (BST), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against BST is an Allowed General Unsecured Claim.</u></p>			
5(a)	Subordinated Securities Claims against BSC	<p>On the Effective Date, all Subordinated Securities Claims against BSC shall be deemed cancelled without further action by or order of the Bankruptcy Court, and shall be of no further force and effect, whether surrendered for cancellation or otherwise. Holders of Subordinated Securities Claims against BSC shall not receive or retain any property under the Plan on account of such Subordinated Securities Claims against BSC; provided, however, that in the event that all other Allowed Claims against BSC have been satisfied in full in accordance with the Bankruptcy Code and the Plan, each holder of a Subordinated Securities Claim against BSC may receive its Pro Rata Share of any remaining assets in BSC.</p>	Impaired	No (Deemed to reject)	0%
5(b)	Subordinated Securities Claims against BGI	<p>On the Effective Date, all Subordinated Securities Claims against BGI shall be deemed cancelled without further action by or order of the Bankruptcy Court, and shall be of no further force and effect, whether surrendered for cancellation or otherwise. Holders of Subordinated Securities Claims against BGI shall not receive or retain any property under the Plan on account of such Subordinated Securities Claims against BGI; provided, however, that in the event that all other Allowed Claims against BGI have been satisfied in full in accordance with the Bankruptcy Code and the Plan, each holder of a Subordinated Securities Claim against BGI may receive its Pro Rata Share of any remaining assets in BGI.</p>	Impaired	No (Deemed to reject)	0%
5(c)	Subordinated Securities Claims against ABI	<p>On the Effective Date, all Subordinated Securities Claims against ABI shall be deemed cancelled without further action by or order of the Bankruptcy Court, and shall be of no further force and effect,</p>	Impaired	No (Deemed to reject)	0%

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
		whether surrendered for cancellation or otherwise. Holders of Subordinated Securities Claims against ABI shall not receive or retain any property under the Plan on account of such Subordinated Securities Claims against ABI; provided, however, that in the event that all other Allowed Claims against ABI have been satisfied in full in accordance with the Bankruptcy Code and the Plan, each holder of a Subordinated Securities Claim against ABI may receive its Pro Rata Share of any remaining assets in ABI.			
5(d)	Subordinated Securities Claims against BSI	On the Effective Date, all Subordinated Securities Claims against BSI shall be deemed cancelled without further action by or order of the Bankruptcy Court, and shall be of no further force and effect, whether surrendered for cancellation or otherwise. Holders of Subordinated Securities Claims against BSI shall not receive or retain any property under the Plan on account of such Subordinated Securities Claims against BSI; provided, however, that in the event that all other Allowed Claims against BSI have been satisfied in full in accordance with the Bankruptcy Code and the Plan, each holder of a Subordinated Securities Claim against BSI may receive its Pro Rata Share of any remaining assets in BSI.	Impaired	No (Deemed to reject)	0%
5(e)	Subordinated Securities Claims against BST	On the Effective Date, all Subordinated Securities Claims against BST shall be deemed cancelled without further action by or order of the Bankruptcy Court, and shall be of no further force and effect, whether surrendered for cancellation or otherwise. Holders of Subordinated Securities Claims against BST shall not receive or retain any property under the Plan on account of such Subordinated Securities Claims against BST; provided, however, that in the event that all other Allowed Claims against BST have been satisfied in full in accordance with the Bankruptcy Code and the Plan, each holder of a Subordinated Securities Claim against BST may receive its Pro Rata Share of any remaining assets in BST.	Impaired	No (Deemed to reject)	0%
6(a)	Intercompany Interests in BGI	All Intercompany Interests in BGI shall be cancelled if and when BGI is dissolved in accordance with Section 5.4(f) of the Plan. Each holder of an Intercompany Interest in BGI shall neither receive nor retain any property of the estate or direct interest in property of the estate of BGI on account of such Intercompany Interests thereafter; provided, however, that in the event that all Allowed Claims against BGI have been satisfied in full in accordance with the Bankruptcy Code and the Plan, each holder of an Intercompany Interest in BGI may receive its Pro Rata Share of any remaining assets in BGI.	Impaired	No (Deemed to reject)	0%
6(b)	Intercompany Interests in ABI	All Intercompany Interests in ABI shall be cancelled if and when ABI is dissolved in accordance with Section 5.4(f) of the Plan. Each holder of an	Impaired	No (Deemed to reject)	0%

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
		Intercompany Interest in ABI shall neither receive nor retain any property of the estate or direct interest in property of the estate of ABI on account of such Intercompany Interests thereafter; provided, however, that in the event that all Allowed Claims against BGI have been satisfied in full in accordance with the Bankruptcy Code and the Plan, each holder of an Intercompany Interest in ABI may receive its Pro Rata Share of any remaining assets in ABI.			
6(c)	Intercompany Interests in BSI	All Intercompany Interests in BSI shall be cancelled if and when BSI is dissolved in accordance with Section 5.4(f) of the Plan. Each holder of an Intercompany Interest in BSI shall neither receive nor retain any property of the estate or direct interest in property of the estate of BSI on account of such Intercompany Interests thereafter; provided, however, that in the event that all Allowed Claims against BSI have been satisfied in full in accordance with the Bankruptcy Code and the Plan, each holder of an Intercompany Interest in BSI may receive its Pro Rata Share of any remaining assets in BSI.	Impaired	No (Deemed to reject)	0%
6(d)	Intercompany Interests in BST	All Intercompany Interests in BST shall be cancelled if and when BST is dissolved in accordance with Section 5.4(f) of the Plan. Each holder of an Intercompany Interest in BST shall neither receive nor retain any property of the estate or direct interest in property of the estate of BST on account of such Intercompany Interests thereafter; provided, however, that in the event that all Allowed Claims against BST have been satisfied in full in accordance with the Bankruptcy Code and the Plan, each holder of an Intercompany Interest in BST may receive its Pro Rata Share of any remaining assets in BST.	Impaired	No (Deemed to reject)	0%
7(a)	Equity Interests in BSC	On the Effective Date, (i) all Equity Interests in BSC shall be cancelled and one share of BSC common stock (the "Single Share") shall be issued to the Plan Administrator to hold in trust as custodian for the benefit of the former holders of Equity Interests in BSC consistent with their former relative priority and economic entitlements and the Single Share shall be recorded on the books and records maintained by the Plan Administrator without any necessity for any other or further actions to be taken by or on behalf of BSC; (ii) each former holder of Equity Interests in BSC (through their interest in the Single Share, as applicable) shall neither receive nor retain any property of the Estate or direct interest in property of the Estate on account of such Equity Interests in BSC; provided, that in the event that all Allowed Claims have been satisfied in full in accordance with the Bankruptcy Code and the Plan, each former holder of an Equity Interest in BSC may receive its share of any remaining assets of BSC consistent with such holder's rights of payment and former relative priority and economic entitlements existing immediately prior to the Petition Date; (iii) unless otherwise determined by the Plan Administrator, on	Impaired	No (Deemed to reject)	0%

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
		the date that BSC's Chapter 11 Case is closed in accordance with Section 5.16 of the Plan, the Single Share issued on the Effective Date shall be deemed cancelled and of no further force and effect without any necessity for any other or further actions to be taken by or on behalf of BSC, provided that such cancellation does not adversely impact the Debtors' Estates; and (iv) the continuing rights of the former holders of Equity Interests in BSC (including through their interest in Single Share or otherwise) shall be nontransferable except (A) by operation of law or (B) for administrative transfers where the ultimate beneficiary has not changed, subject to the Plan Administrator's consent.			

Select Plan Provisions

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 10.410.4](#) 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; (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 (i) are 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 this Section 10.6;

(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 gross negligence, 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 (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; *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 10.6

shall be permanently enjoined from prosecuting any of the foregoing Claims or Causes of Action released under this Section 10.6 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 postpetition purchase, or sale, or rescission of the postpetition 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.

Relevant Definitions Related to Release and Exculpation Provisions:

~~“Exculpated Parties” means collectively: (a) the Debtors, (b) the Wind-Down Estates, (c) the Plan Administrator~~ “Exculpated Parties” means collectively: (a) the Debtors, (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.

Binding Effect of Confirmation:

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.

Summary report:	
Litera® Change-Pro for Word 10.8.2.11 Document comparison done on 11/7/2020 1:13:01 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Exhibit B - Confirmation Hearing Notice_WEIL_97662785_4.DOCX	
Modified filename: Exhibit B - Confirmation Hearing Notice_WEIL_97662785_7.DOCX	
Changes:	
<u>Add</u>	62
Delete	55
Move From	4
<u>Move To</u>	4
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	125

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)¹**

**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 Amended Joint Chapter 11 Plan of Briggs & Stratton Corporation and Its Affiliated Debtors, filed on ~~October 9~~ November 6, 2020 [Docket No. ~~1066~~ 1211] (as may be further amended, modified or supplemented from time to time, the “**Plan**”). The Plan is attached as Exhibit A to the Amended Disclosure Statement for the Joint Chapter 11 Plan of Briggs & Stratton Corporation and Its Affiliated Debtors, filed on ~~October 9~~ November 6, 2020 [Docket No. ~~1067~~ 1212] (as may be further amended, modified or supplemented from time to time, 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

If you have any questions on how to properly

¹ 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.

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.

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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; *provided, further, that: (A) if any portion of a General Unsecured Claim against BSC is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (BSC), and (B) the portion of a General Unsecured Claim against BSC that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (BSC), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against BSC is an Allowed General Unsecured Claim.*

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; *provided, further, that: (A) if any portion of a General Unsecured Claim against BGI is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (BGI), and (B) the portion of a General Unsecured Claim against BGI that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (BGI), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against BGI is an Allowed General Unsecured Claim.*

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; *provided, further, that: (A) if any portion of a General Unsecured Claim against ABI is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (ABI), and (B) the portion of a General Unsecured Claim against ABI that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (ABI), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against ABI is an Allowed General Unsecured Claim.*

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; *provided, further, that: (A) if any portion of a General Unsecured Claim against BSI is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (BSI), and (B) the portion of a General Unsecured Claim against BSI that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (BSI), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against BSI is an Allowed General Unsecured Claim.*

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; *provided, further, that: (A) if any portion of a General Unsecured Claim against BST is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (BST), and (B) the portion of a General Unsecured Claim against BST that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (BST), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against BST is an Allowed General Unsecured Claim.*

PLEASE READ THE DISCLOSURE STATEMENT AND PLAN FOR MORE DETAILS.

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~~ 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) are 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 this Section 10.6 ~~10.6~~;

(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 gross negligence, 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 (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; *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 10.6 shall be permanently enjoined from prosecuting any of the foregoing Claims or Causes of Action released under this Section 10.6 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 postpetition purchase, or sale, or rescission of the postpetition 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. *PBGC Rights Reserved*

Notwithstanding any provision to the contrary, no provision contained in the Plan, Confirmation Order, Sale Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases shall be construed as discharging, releasing, exculpating, or relieving any non-Debtor Person or non-Debtor Entity from any fiduciary duties or liabilities under Title I of ERISA (the "Title I Liabilities") with respect to the Pension Plans. The PBGC and the Pension Plans shall not be enjoined or precluded from enforcing Title I Liabilities against any non-Debtor Person or non-Debtor Entity as a result of any of the provisions for satisfaction, release, injunction, exculpation, and discharge of claims in the Plan, Confirmation Order, Sale Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases; provided, that the foregoing shall not diminish the scope of any exculpation to which any party is entitled under section 1125(e) of the Bankruptcy Code or other applicable law.

10.9. *SEC Rights Reserved*

Notwithstanding any provision contained in the Plan or the Confirmation Order, nothing shall (i) preclude the SEC from enforcing its police or regulatory powers; or (ii) enjoin, limit, impair, or delay the SEC from commencing or continuing any claims, causes of action, proceedings, or investigations against any non-Debtor Person or non-Debtor Entity in any forum; provided, that the foregoing shall not diminish the scope of any exculpation to which any party is entitled under the provisions of the Plan or section 1125(e) of the Bankruptcy Code or other applicable law.

10.10. *Waiver of Statutory Limitation on Releases.*

EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE PLAN (INCLUDING UNDER ~~SECTION 10~~ 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~~ SECTION 10 OF THE PLAN ARE EFFECTIVE REGARDLESS OF WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.

10.911. *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,~~ ~~(e) 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

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, 10.9, and 10.11 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.

Plan, shall not be counted in determining acceptance or rejection of the Plan.

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

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

In re: § Chapter 11
§
§ Case No. 20-43597-399
BRIGGS & STRATTON §
CORPORATION, *et al.*, §
§ (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 CLASSES ~~4~~ (A) GENERAL UNSECURED
CLAIMS AGAINST ~~{DEBTOR}~~ (BSC; 4(B) GENERAL UNSECURED CLAIMS AGAINST BGI;
AND, 4(C) GENERAL UNSECURED CLAIMS AGAINST ABI (TOGETHER, THE
“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 Amended Joint Chapter 11 Plan of Briggs & Stratton Corporation and Its Affiliated Debtors, filed on ~~October 9~~ November 6, 2020 [Docket No. ~~10661211~~] (as may be further amended, modified or supplemented from time to time, the “**Plan**”). The Plan is attached as Exhibit A to the Amended Disclosure Statement for the Joint Chapter 11 Plan of Briggs & Stratton Corporation and Its Affiliated Debtors, filed on ~~October 9~~, 2020 [Docket No. ~~10671212~~] (as may be further amended, modified or supplemented from time to time, 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	BriggsInfo@kccllc.com

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; *provided, further, that: (A) if any portion of a General Unsecured Claim against BSC is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (BSC), and (B) the portion of a General Unsecured Claim against BSC that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (BSC), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against BSC is an Allowed General Unsecured Claim.*

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; *provided, further, that: (A) if any portion of a General Unsecured Claim against BGI is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (BGI), and (B) the portion of a General Unsecured Claim against BGI that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (BGI), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against BGI is an Allowed General Unsecured Claim.*

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; *provided, further, that: (A) if any portion of a General Unsecured Claim against ABI is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (ABI), and (B) the portion of a General Unsecured Claim against ABI that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (ABI), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against ABI is an*

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 Classes 4(a), 4(b) or 4(c).

**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.*

(a) ~~(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.

(b) ~~(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.

(c) ~~(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~~ Section 10.4 of the Plan.

(d) ~~(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*”):

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

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

(c) ~~(l)~~ all holders of Claims who ~~are~~ (i) are 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 this Section 10.6 ~~10.6~~;

(d) ~~(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;

(e) ~~(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 gross negligence, 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 (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; *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 10.6 shall be permanently enjoined from prosecuting any of the foregoing Claims or Causes of Action released under this Section 10.6 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 postpetition purchase, or sale, or rescission of the postpetition 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. *PBGC Rights Reserved*

Notwithstanding any provision to the contrary, no provision contained in the Plan, Confirmation Order, Sale Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases shall be construed as discharging, releasing, exculpating, or relieving any non-Debtor Person or non-Debtor Entity from any fiduciary duties or liabilities under Title I of ERISA (the "Title I Liabilities") with respect to the Pension Plans. The PBGC and the Pension Plans shall not be enjoined or precluded from enforcing Title I Liabilities against any non-Debtor Person or non-Debtor Entity as a result of any of the provisions for satisfaction, release, injunction, exculpation, and discharge of claims in the Plan, Confirmation Order, Sale Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases; *provided*, that the foregoing shall not diminish the scope of any exculpation to which any party is entitled under section 1125(e) of the Bankruptcy Code or other applicable law.

10.9. *SEC Rights Reserved*

Notwithstanding any provision contained in the Plan or the Confirmation Order, nothing shall (i) preclude the SEC from enforcing its police or regulatory powers; or (ii) enjoin, limit, impair, or delay the SEC from commencing or continuing any claims, causes of action, proceedings, or investigations against any non-Debtor Person or non-Debtor Entity in any forum; *provided*, that the

foregoing shall not diminish the scope of any exculpation to which any party is entitled under the provisions of the Plan or section 1125(e) of the Bankruptcy Code or other applicable law.

10.810. Waiver of Statutory Limitation on Releases.

EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE PLAN (INCLUDING UNDER ~~SECTION 10~~ 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~~ 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~~ SECTION 10 OF THE PLAN ARE EFFECTIVE REGARDLESS OF WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.

10.911. 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 Classes 4(a), 4(b) and 4(c) – 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.²

² 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(a) Unsecured Notes Claims Vote on Plan		Item 3. Class 4(b) Unsecured Notes Claims Vote on Plan		Item 24. Class 4(c) Unsecured Notes Claims Vote on Plan		Item 35. Opt-Out Release Election		
		ACCEPT	REJECT	ACCEPT	REJECT	ACCEPT	REJECT	Place a check below if the Beneficial Holder checked the applicable boxes in Item 35		
								4(a)	4(b)	4(c)
1.										
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										
10.										

Item 3. Certification as to Transcription of Information from Item 46 of the Beneficial Holder Ballots as to Class 4(a), 4(b) or 4(c) 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 46 of each of the Beneficial Holder's original Beneficial Holder Ballots, identifying any Class 4(a), 4(b) or 4(c) 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 Classes 4 Prepetition(a)-4(c) <u>Unsecured</u> Notes Claims		TRANSCRIBE FROM ITEM 46 OF THE Beneficial Holder BALLOTS:			
		Account Number	Name of Nominee	Name of Holder	Principal Amount of Other Class 4(X) 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)a~~, 4 (b) and 4(c) – 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)a~~, 4(b) and 4(c) – General Unsecured Claims (Unsecured Notes) through the undersigned; (ii) the respective amounts of Class 4 ~~(X)a~~, 4(b) and 4(c) 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)a~~, 4(b) and 4(c) Unsecured Notes Claims, the

undersigned confirms and attests to each of the certifications in Item 46 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.

Item 5. Nominee Information and Signature.

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: _____

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@kcellc.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(~~a~~), [4\(b\) and 4\(c\)](#) – 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:

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

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 CLASSES ~~4(F)~~ (A) GENERAL UNSECURED
CLAIMS AGAINST ~~[DEBTOR]~~ (BSC; 4(B) GENERAL UNSECURED CLAIMS AGAINST BGI;
AND, 4(C) GENERAL UNSECURED CLAIMS AGAINST ABI (TOGETHER, THE
“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 Amended Joint Chapter 11 Plan of Briggs & Stratton Corporation and Its Affiliated Debtors, filed on ~~October 9~~ November 6, 2020 [Docket No. ~~1066~~ 1211] (as may be further amended, modified or supplemented from time to time, the “**Plan**”). The Plan is attached as Exhibit A to the Amended Disclosure Statement for the Joint Chapter 11 Plan of Briggs & Stratton Corporation and Its Affiliated Debtors, filed on ~~October 9~~ November 6, 2020 [Docket No. ~~1067~~ 1212] (as may be further amended, modified or supplemented from time to time, 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 Classes ~~4(X) – General Unsecured Claims Against [Debtor]~~ (a), 4(b) and 4(c).

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

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(a), 4(b) and 4 (c) – GENERAL 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 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; *provided, further, that: (A) if any portion of a General Unsecured Claim against BSC is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (BSC), and (B) the portion of a General Unsecured Claim against BSC that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (BSC), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against BSC is an Allowed General Unsecured Claim.*

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; *provided, further, that: (A) if any portion of a General Unsecured Claim against BGI is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (BGI), and (B) the portion of a General Unsecured Claim against BGI that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (BGI), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against BGI is an Allowed General Unsecured Claim.*

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; *provided, further, that: (A) if any portion of a General Unsecured Claim against ABI is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (ABI), and (B) the portion of a General Unsecured Claim against ABI that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (ABI), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against ABI is an Allowed General Unsecured Claim.*

**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) ~~(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) ~~(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) ~~(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~~Section 10.4 of the Plan.

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

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

(c) ~~(u)~~ all holders of Claims who ~~are~~ (i) are 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 this Section 10.6~~10.6~~;

(d) ~~(w)~~ 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) ~~(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 gross negligence, 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 (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; *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 10.6 shall be permanently enjoined from prosecuting any of the foregoing Claims or Causes of Action released under this Section 10.6 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 postpetition purchase, or sale, or rescission of the postpetition 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. *PBGC Rights Reserved*

Notwithstanding any provision to the contrary, no provision contained in the Plan, Confirmation Order, Sale Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases shall be construed as discharging, releasing, exculpating, or relieving any non-Debtor Person or non-Debtor Entity from any fiduciary duties or liabilities under Title I of ERISA (the "**Title I Liabilities**") with respect to the Pension Plans. The PBGC and the Pension Plans shall not be enjoined or precluded from enforcing Title I Liabilities against any non-Debtor Person or non-Debtor Entity as a result of any of the provisions for satisfaction, release, injunction, exculpation, and discharge of claims in the Plan, Confirmation Order, Sale Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases; *provided*, that the foregoing shall not diminish the scope of any exculpation to which any party is entitled under section 1125(e) of the Bankruptcy Code or other applicable law.

10.9. *SEC Rights Reserved*

Notwithstanding any provision contained in the Plan or the Confirmation Order, nothing shall (i) preclude the SEC from enforcing its police or regulatory powers; or (ii) enjoin, limit, impair, or delay the SEC from commencing or continuing any claims, causes of action, proceedings, or investigations against any non-Debtor Person or non-Debtor Entity in any forum; *provided*, that the foregoing shall not diminish the scope of any exculpation to which any party is entitled under the provisions of the Plan or section 1125(e) of the Bankruptcy Code or other applicable law.

10.810. *Waiver of Statutory Limitation on Releases.*

EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE PLAN (INCLUDING UNDER ~~SECTION 10~~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~~SECTION 10 OF THE PLAN ARE

EFFECTIVE REGARDLESS OF WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.

10.911. *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,~~ (e) ~~the Plan Administrator,~~ (d) ~~the~~ Creditors’ Committee and each of its members in their capacity as such, and (ec) with respect to each of the foregoing Persons or Entities in clauses (a) through (db), 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~~ and 7. 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.

\$

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

If With respect to each of Classes 4(a), 4(b), and 4(c), 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, 10.9, 10.10, and 10.11 of the Plan: (with respect to your Claims in that Class).

If With respect to each of Classes 4(a), 4(b), and 4(c), 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 applicable box in Item 35 below, you shall be deemed to have consented to the release provisions set forth in Section 10.6 of the Plan: (with respect to your Claims in that Class).

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

Item 2. Class 4(a) 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.

The undersigned holder of a Class 4(~~X~~a) – General Unsecured Claim against ~~{DEBTOR}~~BSC (Unsecured Notes) votes to (check one box):

Accept the Plan

Reject the Plan

Item 3. Class 4(b) Vote 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.

The undersigned holder of a Class 4(b) – General Unsecured Claim against BGI (Unsecured Notes) votes to (check one box):

Accept the Plan

Reject the Plan

Item 4. Class 4(c) Vote 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.

The undersigned holder of a **Class 4(c) – General Unsecured Claim against ABI (Unsecured Notes)** votes to (check one box):

Accept the Plan

Reject the Plan

Item 35. 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~~ With respect to each of Classes 4(a), 4(b), and 4(c), if you voted to accept the Plan in Item 2 above, you may not complete this Item 3 for such class, and if you complete this Item 3, your “opt out” election will be ineffective. ~~If~~ with respect to the Class(es) for which you voted to accept the Plan. With respect to each of classes 4(a), 4(b), and 4(c), 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(~~a~~), 4(b) and 4(c) General Unsecured Claims set forth in Item 1 elects to:

OPT OUT of the releases contained in Section 10.6 of the Plan ~~with regard to claims held against BSC under Class 4(a)~~

OPT OUT of the releases contained in Section 10.6 of the Plan with regard to claims held against BGI under Class 4(b)

OPT OUT of the releases contained in Section 10.6 of the Plan with regard to claims held against ABI under Class 4(c)

Item 46. Certifications as to Class 4(~~X~~a), 4(b) or 4(c) – 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~~a), 4(b) or 4(c) – 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~~a), 4(b) or 4(c) – 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 [in each such Class](#) (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED CLASS 4(~~X~~a), 4(b) or 4(c) – 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 Unsecured Notes Claims Voted	Class
1.			\$	
2.			\$	
3.			\$	
4.			\$	
5.			\$	
6.			\$	
7.			\$	
8.			\$	
9.			\$	
10.			\$	

Item 57. 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: _____
 WEIL:07 Name of Signatory (if different than Claimant): _____
 If by Authorized Agent, Name and Title: _____
 Name of Institution: _____

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|

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**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.kccllc.net/Briggs/inquiry>.

PLEASE DO NOT DIRECT ANY INQUIRIES TO ~~THE~~THE BANKRUPTCY COURT.

Summary report:	
Litera® Change-Pro for Word 10.8.2.11 Document comparison done on 11/6/2020 11:20:44 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Exhibits C-1 to C-3_WEIL_97662209_4.DOCX	
Modified DMS: iw://WEILDMS/WEIL/97672017/5	
Changes:	
Add	222
Delete	160
Move From	0
Move To	0
Table Insert	91
Table Delete	1
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	474

Exhibit D
Notice of Non-Voting Status – Unimpaired Classes

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. §

NOTICE OF NON-VOTING STATUS TO UNIMPAIRED CLASSES¹

IF YOU DO NOT OPT OUT OF GRANTING THE RELEASES SET FORTH IN THE PLAN USING THE “OPT-OUT FORM” ANNEXED HERETO, YOU SHALL BE DEEMED TO HAVE CONSENTED TO THE RELEASES CONTAINED IN SECTION 10.6 OF THE PLAN. IN ORDER TO OPT OUT OF THE RELEASES, THE OPT-OUT FORM 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 “OPT-OUT DEADLINE”), UNLESS EXTENDED BY THE DEBTORS.

PLEASE TAKE NOTICE THAT on November [], 2020 the United States Bankruptcy Court for the Eastern District of Missouri approved the Amended Disclosure Statement for Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors (as it may be further amended, modified and supplemented, the “**Disclosure Statement**”) [Docket No. ~~10671212~~], filed by Briggs & Stratton Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), for use by the Debtors in soliciting acceptances or rejections of the Amended Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors [Docket No. ~~10661211~~], dated ~~October 9~~ November 6, 2020, (as it may be amended, modified, and supplemented, the “**Plan**”), from holders of unimpaired Claims against the Debtors (each, as defined in the Plan), who are (or may be) entitled to receive distributions under the Plan.

UNDER THE TERMS OF THE PLAN, CLASSES 1(a) THROUGH 1(e) – PRIORITY TAX CLAIMS, CLASSES 2(a) THROUGH 2(e) – PRIORITY NON-TAX CLAIMS IN EACH DEBTOR, AND CLASSES 3(a) THROUGH 3(e) – OTHER SECURED CLAIMS IN EACH DEBTOR, ARE NOT IMPAIRED AND, THEREFORE, PURSUANT TO SECTION 1126(f) OF TITLE 11 OF THE UNITED STATES CODE,

¹ The Unimpaired Classes under the Plan are Classes 1(a) through 1(e) – Priority Tax Claims in each Debtor, Classes 2(a) through 2(e) – Priority Non-Tax Claims in each Debtor, and Classes 3(a) through 3(e) – Other Secured Claims in each Debtor.

YOU ARE (I) PRESUMED TO HAVE ACCEPTED THE PLAN AND (II) NOT ENTITLED TO VOTE ON THE PLAN WITH RESPECT TO YOUR CLASS.

If the Debtors have identified you as a Holder of Priority Tax Claims, Priority Non-Tax Claims, or Other Secured Claims, you will receive an election form attached hereto as **Schedule A** (the “**Opt-Out Election Form**”). ~~If you have not been identified by the Debtors as the Holder of Priority Tax Claims, Priority Non-Tax Claims, or Other Secured Claims, you will not receive the Opt-Out Election Form.~~ In accordance with the Plan, Holders of Priority Tax Claims, Priority Non-Tax Claims, and Other Secured Claims may elect to opt out of the releases contained in Section 10.6 of the Plan making such election on the Opt-Out Election Form and returning the Opt-Out Election Form by no later than **[December 11], 2020 at 5:00 p.m. (prevailing Central Time)** by returning the Opt-Out Election Form to Briggs Ballot Processing Center, c/o KCC LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245.

~~**UNDER THE TERMS OF THE PLAN, YOUR CLAIM(S) AGAINST THE DEBTORS IS/ARE UNIMPAIRED, AND THEREFORE, PURSUANT TO SECTION 1126(f) OF TITLE 11 OF THE UNITED STATES CODE, YOU ARE (I) CONCLUSIVELY PRESUMED TO HAVE ACCEPTED THE PLAN AND (II) ARE NOT ENTITLED TO VOTE ON THE PLAN.**~~ IF YOU HAVE ANY QUESTIONS ABOUT THE STATUS OF YOUR CLAIM(S), OR IF YOU WANT TO REQUEST A COPY OF THE ORDER, THE PLAN, OR THE DISCLOSURE STATEMENT, YOU SHOULD CONTACT THE DEBTORS’ VOTING AGENT, KCC LLC (“KCC”), IN WRITING AT BRIGGS BALLOT PROCESSING CENTER c/o KCC LLC, 222 N. PACIFIC COAST HIGHWAY, SUITE 300, EL SEGUNDO, CA 90245 OR BY TELEPHONE AT (866) 544-7045 (U.S./CANADA) OR +1 (781) 575-2084 (INTERNATIONAL). COPIES OF THE PLAN, THE DISCLOSURE STATEMENT, AND THE ORDER CAN BE ACCESSED ONLINE FREE OF CHARGE AT [HTTP://WWW.KCCLLC.NET/BRIGGS](http://www.kccllc.net/briggs). PLEASE BE ADVISED THAT KCC CANNOT PROVIDE LEGAL ADVICE.

THE PLAN PROVIDES THAT THE FOLLOWING PARTIES ARE DEEMED TO HAVE GRANTED THE RELEASES CONTAINED IN SECTION 10.6 OF THE PLAN:

- the Creditors’ Committee and each of its members in their capacity as such;
- all holders of Claims who are entitled to vote on the Plan and vote to accept the Plan;
- all holders of Claims who (i) are 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 10.6 of the Plan;
- 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, of the Plan and do not elect to exercise such right;

- **with respect to any Person or Entity in each of the foregoing, 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 the foregoing.**

Dated: [____], 2020
St. Louis, Missouri

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

*Local Counsel to the Debtors and
Debtors in Possession*

-and-

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

*Counsel to the Debtors
and Debtors in Possession*

SCHEDULE A

Opt-Out Election Form

**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.	§	

OPT-OUT ELECTION FORM

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) have sent this Opt-Out Election Form to you because our records indicate that you are a Holder of a Claim in Class 1(a) – 1(e) (Priority Tax Claims), Class 2(a) – 2(e) (Priority Non-Tax Claims), or Class 3(a) – 3(e) (Other Secured Claims) and, accordingly, you have a right to opt out of the releases set forth in Section 10.6 of the Amended Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors [Docket No. ~~1066~~1211] (as may be further amended, modified, or supplemented in accordance with the terms therein, the “**Plan**”).

Your rights are described in the Debtors’ Amended Disclosure Statement for Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors [Docket No. ~~1067~~1212] (as it may be further amended, modified and/or supplemented, the “**Disclosure Statement**”) and the order approving the Disclosure Statement [Docket No. ---] (the “**Disclosure Statement Order**”). Contemporaneously therewith, you have received the *Notice of Non-Voting Status to Unimpaired Classes*. If you need to obtain additional materials, you may contact the Debtors’ voting agent (“**KCC**”), by (a) accessing the website maintained for these chapter 11 cases by KCC at <http://www.kccllc.net/Briggs>; (b) writing to Briggs Ballot Processing Center, c/o KCC LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) telephone at (866) 544-7045 (U.S./Canada) or +1 (781) 575-2084 (International); or (d) email at BriggsInfo@kccllc.com with a reference to “Briggs” in the subject line. In accordance with Bankruptcy Rule 3017(a) and Local Rule 3017(B), upon written request to KCC, the Debtors will provide, at no charge to the requesting party, copies of the Disclosure Statement, the Plan, or the Motion. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <https://www.moeb.uscourts.gov/>.

Pursuant to the Disclosure Statement Order, the Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court. This Opt-Out Election Form may not be used for any purpose other than to opt out of the releases contained in Section 10.6 of the Plan, which are reproduced below. If you believe you have received this Opt-Out Election Form in error, please contact KCC at the address or telephone number set forth above.

If KCC does not receive your Opt-Out Election Form on or before **[December 11], 2020, at 5:00 p.m.** (prevailing Central Time) (the “**Opt-Out Deadline**”), and if the Opt-Out Deadline is not extended, you will be deemed to have consented to the releases contained in Section 10.6 of the Plan. You may submit your Opt-Out Election Form by returning this paper Opt-Out Election Form to Briggs Ballot Processing Center, c/o KCC LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245 or via the voting agent’s online portal by visiting <https://www.kccllc.net/briggs>. Click on the “Submit eBallot” section of the Debtors’ website and follow the instructions to submit your Opt-Out Form.

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

If you 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 ~~in the Plan~~ 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) are 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~~ opt-out of granting the releases set forth in this Section 10.610.6;
- (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~~ 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 ~~in the Plan~~ herein shall be construed to release (i) the Released Parties from gross negligence, 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 (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; *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 ~~of the Plan~~, the Persons and Entities in (a) through (d) of this Section 10.6 ~~of the Plan~~ shall be permanently enjoined from prosecuting any of the foregoing Claims or Causes of Action released under this Section 10.6 ~~of the Plan~~ 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 postpetition purchase, or sale, or rescission of the postpetition 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. PBGC Rights Reserved

Notwithstanding any provision to the contrary, no provision contained in the Plan, Confirmation Order, Sale Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases shall be construed as discharging, releasing, exculpating, or relieving any non-Debtor Person or non-Debtor Entity from any fiduciary duties or liabilities under Title I of ERISA (the "Title I Liabilities") with respect to the Pension Plans. The PBGC and the Pension Plans shall not be enjoined or precluded from enforcing Title I Liabilities against any non-Debtor Person or non-Debtor Entity as a result of any of the provisions for satisfaction, release, injunction, exculpation, and discharge of claims in the Plan, Confirmation Order, Sale Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases; provided, that the foregoing shall not diminish the scope of any exculpation to which any party is entitled under section 1125(e) of the Bankruptcy Code or other applicable law.

10.9. SEC Rights Reserved

Notwithstanding any provision contained in the Plan or the Confirmation Order, nothing shall (i) preclude the SEC from enforcing its police or regulatory powers; or (ii) enjoin, limit, impair, or delay the SEC from commencing or continuing any claims, causes of action, proceedings, or investigations against any non-Debtor Person or non-Debtor Entity in any forum; provided, that the foregoing shall not diminish the scope of any exculpation to which any party is entitled under the provisions of the Plan or section 1125(e) of the Bankruptcy Code or other applicable law.

10.10. Waiver of Statutory Limitation on Releases.

EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE PLAN (INCLUDING UNDER ~~SECTION 10~~ 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~~ SECTION 10 OF THE PLAN ARE EFFECTIVE REGARDLESS OF WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.

10.11. 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,~~ ~~(e) 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.

Binding Effect of Confirmation

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.

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.

[Remainder of Page Intentionally Left Blank]

OPT-OUT FORM: NON-VOTING CLASSES

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 do not check the box below and return this Opt-Out Form, 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 undersigned holder of a Non-Voting Class elects to:

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

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: _____

SUBMISSION INSTRUCTIONS

Please submit this Opt-Out form by (A) First Class Mail; (B) Overnight Delivery; or (C) personal delivery, to the Debtors' Voting Agent at the following address:

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

E-Ballot Voting Submission Instructions

To properly submit your Opt-Out form electronically, you must electronically complete, sign, and return this customized electronic Opt-Out form 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 ~~Ba~~HotOpt-Out form 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 OPT-OUT FORM VIA THE E-BALLOT PLATFORM.** The Voting Agent’s “eBallot” platform is the sole manner in which Opt-Out forms will be accepted via electronic or online transmission. Opt-Out forms 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 Opt-Out form:

Unique E-Ballot ID#: _____

PIN#: _____

If you are unable to use the E-ballot platform or need assistance in completing and submitting your Opt-Out form, 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 an Opt-Out form using the Voting Agent’s “eBallot” platform should **NOT** also submit a paper Opt-Out form.

YOUR OPT-OUT FORM MUST BE RECEIVED BY THE VOTING AGENT NO LATER THAN 5:00 P.M. (PREVAILING CENTRAL TIME) ON ~~DECEMBER 11~~, 2020 (THE “OPT-OUT DEADLINE”), UNLESS SUCH TIME IS EXTENDED BY THE DEBTORS.

Exhibit E
Notice of Non-Voting Status – Impaired Classes
(Classes 5(a)-5(e) – Subordinated Securities Claims)

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

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

NOTICE OF NON-VOTING STATUS TO IMPAIRED CLASSES¹

IF YOU DO NOT OPT OUT OF GRANTING THE RELEASES SET FORTH IN THE PLAN USING THE “OPT-OUT FORM” ANNEXED HERETO, YOU SHALL BE DEEMED TO HAVE CONSENTED TO THE RELEASES CONTAINED IN SECTION 10.6 OF THE PLAN. IN ORDER TO OPT OUT OF THE RELEASES, THE OPT-OUT FORM 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 “OPT-OUT DEADLINE”), UNLESS EXTENDED BY THE DEBTORS.

PLEASE TAKE NOTICE THAT on November [], 2020 the United States Bankruptcy Court for the Eastern District of Missouri approved the Amended Disclosure Statement for Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors (as it may be further amended, modified and supplemented, the “**Disclosure Statement**”) [Docket No. ~~10671212~~], filed by Briggs & Stratton Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), for use by the Debtors in soliciting acceptances or rejections of the Amended Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors [Docket No. ~~10661211~~], dated ~~October 9~~ November 6, 2020, (as it may be further amended, modified, and supplemented, the “**Plan**”), from holders of impaired Claims against the Debtors (each, as defined in the Plan), who are (or may be) entitled to receive distributions under the Plan.

UNDER THE TERMS OF THE PLAN, CLASSES 5(a) THROUGH 5(e) – SUBORDINATED SECURITIES CLAIMS IN EACH DEBTOR ARE IMPAIRED AND NOT RECEIVING A DISTRIBUTION AND, THEREFORE, PURSUANT TO SECTION

¹ The Impaired Classes that are not entitled to vote under the Plan are Classes 5(a) through 5(e) – Subordinated Securities Claims in each Debtor, Classes 6(a), through 6(d) – Intercompany Interests, and Class 7(a) – Equity Interests in BSC. Per the Court’s order approving the Disclosure Statement [Docket No.[]] (the “**Disclosure Statement Approval Order**”), dated November [], Classes 6(a), through 6(d) – Intercompany Interests in each Debtor are deemed to have received all notices approved therein upon entry of the Disclosure Statement Approval Order without actual delivery thereof and, thus, are not being served with this notice. Class 7(a) – Equity Interests in BSC will receive a separate notice.

1126(g) OF TITLE 11 OF THE UNITED STATES CODE, YOU ARE (I) PRESUMED TO HAVE REJECTED THE PLAN AND (II) NOT ENTITLED TO VOTE ON THE PLAN WITH RESPECT TO YOUR CLASS.

If the Debtors have identified you as a Holder of Subordinated Securities Claims in Classes 5(a) – 5(e) you will receive an election form attached hereto as **Schedule A** (the “**Opt-Out Election Form**”). ~~If you have not been identified by the Debtors as the Holder of Subordinated Securities Claims in Classes 5(a) – 5(e) you will not receive the Opt-Out Election Form.~~ In accordance with the Plan, Holders of Subordinated Securities Claims may elect to opt out of the releases contained in Section 10.6 of the Plan making such election on the Opt-Out Election Form and returning the Opt-Out Election Form by no later than **December 11, 2020 at 5:00 p.m. (prevailing Central Time)** by returning the Opt-Out Election Form to Briggs Ballot Processing Center, c/o KCC LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245.

~~**UNDER THE TERMS OF THE PLAN, YOUR CLAIM(S) AGAINST THE DEBTORS IS/ARE IMPAIRED AND NOT ENTITLED TO RECEIVE OR RETAIN ANY PROPERTY UNDER THE PLAN AND THEREFORE, PURSUANT TO SECTION 1126(g) OF TITLE 11 OF THE UNITED STATES CODE, YOU ARE (I) DEEMED TO HAVE REJECTED THE PLAN AND (II) NOT ENTITLED TO VOTE ON THE PLAN.**~~ IF YOU HAVE ANY QUESTIONS ABOUT THE STATUS OF YOUR CLAIM(S), OR IF YOU WANT TO REQUEST A COPY OF THE ORDER, THE PLAN, OR THE DISCLOSURE STATEMENT, YOU SHOULD CONTACT THE DEBTORS’ VOTING AGENT, KCC LLC (“KCC”), IN WRITING AT BRIGGS BALLOT PROCESSING CENTER, c/o KCC LLC, 222 N. PACIFIC COAST HIGHWAY, SUITE 300, EL SEGUNDO, CA 90245 OR BY TELEPHONE AT (866) 544-7045 (U.S./CANADA) OR +1 (781) 575-2084 (INTERNATIONAL). COPIES OF THE PLAN, THE DISCLOSURE STATEMENT, AND THE ORDER CAN BE ACCESSED ONLINE FREE OF CHARGE AT [HTTP://WWW.KCCLLC.NET/BRIGGS](http://www.kccllc.net/briggs). PLEASE BE ADVISED THAT KCC CANNOT PROVIDE LEGAL ADVICE.

THE PLAN PROVIDES THAT THE FOLLOWING PARTIES ARE DEEMED TO HAVE GRANTED THE RELEASES CONTAINED IN SECTION 10.6 OF THE PLAN:

- the Creditors’ Committee and each of its members in their capacity as such;
- all holders of Claims who are entitled to vote on the Plan and vote to accept the Plan;
- all holders of Claims who (i) are 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 10.6** of the Plan;

- **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, of the Plan and do not elect to exercise such right;**
- **with respect to any Person or Entity in each of the foregoing, 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 the foregoing.**

Dated: [____], 2020
St. Louis, Missouri

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

*Local Counsel to the Debtors and
Debtors in Possession*

-and-

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

*Counsel to the Debtors
and Debtors in Possession*

SCHEDULE A

Opt-Out Election Form

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

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

OPT-OUT ELECTION FORM

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) have sent this Opt-Out Election Form to you because our records indicate that you are a Holder of a Claim in Class 5(a) – 1(e) (Subordinated Securities Claims) and, accordingly, you have a right to opt out of the releases set forth in Section 10.6 of the Amended Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors [Docket No. ~~1066~~1211] (as may be further amended, modified, or supplemented in accordance with the terms therein, the “**Plan**”).

Your rights are described in the Debtors’ Amended Disclosure Statement for Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors [Docket No. ~~1067~~1212] (as it may be further amended, modified and supplemented, the “**Disclosure Statement**”) and the order approving the Disclosure Statement [Docket No. ---] (the “**Disclosure Statement Order**”). Contemporaneously therewith, you have received the *Notice of Non-Voting Status to Impaired Classes*. If you need to obtain additional materials, you may contact the Debtors’ voting agent (“**KCC**”), by (a) accessing the website maintained for these chapter 11 cases by KCC at <http://www.kccllc.net/Briggs>; (b) writing to Briggs Ballot Processing Center, c/o KCC LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) telephone at (866) 544-7045 (U.S./Canada) or +1 (781) 575-2084 (International); or (d) email at BriggsInfo@kccllc.com with a reference to “Briggs” in the subject line. In accordance with Bankruptcy Rule 3017(a) and Local Rule 3017(B), upon written request to KCC, the Debtors will provide, at no charge to the requesting party, copies of the Disclosure Statement, the Plan, or the Motion. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <https://www.moeb.uscourts.gov/>.

Pursuant to the Disclosure Statement Order, the Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court. This Opt-Out Election Form may not be used for any purpose other than to opt out of the releases contained in Section 10.6 of the Plan, which are reproduced below. If you believe you have received this Opt-Out Election Form in error, please contact KCC at the address or telephone number set forth above.

If KCC does not receive your Opt-Out Election Form on or before **[December 11], 2020, at 5:00 p.m.** (prevailing Central Time) (the “**Opt-Out Deadline**”), and if the Opt-Out Deadline is not extended, you will be deemed to have consented to the releases contained in Section 10.6 of the Plan. You may submit your Opt-Out Election Form by returning this paper Opt-Out Election Form to Briggs Ballot Processing Center, c/o KCC LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245 or via the voting agent’s online portal by visiting <https://www.kccllc.net/briggs>. Click on the “Submit eBallot” section of the Debtors’ website and follow the instructions to submit your Opt-Out Form.

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

If you 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) ~~(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.

(b) ~~(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.

(c) ~~(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.

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

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

(c) ~~(l)~~ all holders of Claims who ~~are~~ (i) are 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~~ opt-out of granting the releases set forth in this Section 10.6 10.6;

(d) ~~(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~~ opt-out of the releases contained in this Section 10.6, and do not elect to exercise such right;

(e) ~~(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 ~~in the Plan~~ herein shall be construed to release (i) the Released Parties from gross negligence, 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 (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; *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 ~~of the Plan~~, the Persons and Entities in (a) through (d) of this Section 10.6 ~~of the Plan~~ shall be permanently enjoined from prosecuting any of the foregoing Claims or Causes of Action released under this Section 10.6 ~~of the Plan~~ 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 postpetition purchase, or sale, or rescission of the postpetition 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. *PBGC Rights Reserved*

Notwithstanding any provision to the contrary, no provision contained in the Plan, Confirmation Order, Sale Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases shall be construed as discharging, releasing, exculpating, or relieving any non-Debtor Person or non-Debtor Entity from any fiduciary duties or liabilities under Title I of ERISA (the "**Title I Liabilities**") with respect to the Pension Plans. The PBGC and the Pension Plans shall not be enjoined or precluded from enforcing Title I Liabilities against any non-Debtor Person or non-Debtor Entity as a result of any of the provisions for satisfaction, release, injunction, exculpation, and discharge of claims in the Plan, Confirmation Order, Sale Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases; *provided*, that the foregoing shall not diminish the scope of any exculpation to which any party is entitled under section 1125(e) of the Bankruptcy Code or other applicable law.

10.9. *SEC Rights Reserved*

Notwithstanding any provision contained in the Plan or the Confirmation Order, nothing shall (i) preclude the SEC from enforcing its police or regulatory powers; or (ii) enjoin, limit, impair, or delay the SEC from commencing or continuing any claims, causes of action, proceedings, or investigations against any non-Debtor Person or non-Debtor Entity in any forum; *provided*, that the foregoing shall not diminish the scope of any exculpation to which any party is entitled under the provisions of the Plan or section 1125(e) of the Bankruptcy Code or other applicable law.

10.10. *Waiver of Statutory Limitation on Releases.*

EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE PLAN (INCLUDING UNDER ~~SECTION 10~~ 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~~ SECTION 10 OF THE PLAN ARE EFFECTIVE REGARDLESS OF WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.

10.11. *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,~~ ~~(e) 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.

Binding Effect of Confirmation

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.

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.

[Remainder of Page Intentionally Left Blank]

OPT-OUT FORM: NON-VOTING CLASSES

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 do not check the box below and return this Opt-Out Form, 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 undersigned holder of a Non-Voting Class elects to:

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

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: _____

SUBMISSION INSTRUCTIONS

Please submit this Opt-Out form by (A) First Class Mail; (B) Overnight Delivery; or (C) personal delivery, to the Debtors' Voting Agent at the following address:

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

E-Ballot Voting Submission Instructions

To properly submit your Opt-Out form electronically, you must electronically complete, sign, and return this customized electronic Opt-Out form 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 Opt-Out form** 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 OPT-OUT FORM VIA THE E-BALLOT PLATFORM.** The Voting Agent’s “eBallot” platform is the sole manner in which Opt-Out forms will be accepted via electronic or online transmission. Opt-Out forms 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 Opt-Out form:

Unique E-Ballot ID#: _____

PIN#: _____

If you are unable to use the E-ballot platform or need assistance in completing and submitting your Opt-Out form, 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 an Opt-Out form using the Voting Agent’s “eBallot” platform should **NOT** also submit a paper Opt-Out form.

YOUR OPT-OUT FORM MUST BE RECEIVED BY THE VOTING AGENT NO LATER THAN 5:00 P.M. (PREVAILING CENTRAL TIME) ON DECEMBER 11, 2020 (THE “OPT-OUT DEADLINE”), UNLESS SUCH TIME IS EXTENDED BY THE DEBTORS.

Summary report:	
Litera® Change-Pro for Word 10.8.2.11 Document comparison done on 11/7/2020 12:27:40 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Exhibits D-E - Notices of Non-Voting Status_WEIL_97662765_4.DOCX	
Modified filename: Exhibits D-E - Notices of Non-Voting Status.DOCX	
Changes:	
Add	111
Delete	99
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	210

Exhibit F
Notice of Non-Voting Status – Impaired Classes
(Class 7(a) – Equity Interests in BSC)

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. §

NOTICE OF NON-VOTING STATUS TO IMPAIRED CLASSES¹

IF YOU DO NOT OPT-OUT OF GRANTING THE RELEASES SET FORTH IN THE PLAN USING THE “OPT-OUT FORM” ANNEXED HERETO, YOU SHALL BE DEEMED TO HAVE CONSENTED TO THE RELEASES CONTAINED IN SECTION 10.6 OF THE PLAN. IN ORDER TO OPT-OUT OF THE RELEASES, THE OPT-OUT FORM 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 “OPT-OUT DEADLINE”), UNLESS EXTENDED BY THE DEBTORS.

PLEASE TAKE NOTICE THAT on November [], 2020 the United States Bankruptcy Court for the Eastern District of Missouri approved the Amended Disclosure Statement for Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors (as it may be further amended, modified and supplemented, the “**Disclosure Statement**”) [Docket No. ~~10671212~~], filed by Briggs & Stratton Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), for use by the Debtors in soliciting acceptances or rejections of the Amended Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors [Docket No. ~~10661211~~], dated ~~October 9~~ November 6, 2020, (as it may be further amended, modified, and supplemented, the “**Plan**”), from holders of impaired Claims against the Debtors (each, as defined in the Plan), who are (or may be) entitled to receive distributions under the Plan.

UNDER THE TERMS OF THE PLAN, HOLDERS OF INTERESTS IN CLASS 7(a) – EQUITY INTERESTS IN BSC ARE IMPAIRED AND NOT RECEIVING A DISTRIBUTION AND, THEREFORE, PURSUANT TO SECTION 1126(g) OF TITLE

¹ The Impaired Classes that are not entitled to vote under the Plan are Classes 5(a) through 5(e) – Subordinated Securities Claims in each Debtor, Classes Classes 6(a) through 6(d) – Intercompany Interests in each Debtor, and Class 7(a) – Equity Interests in BSC. Per the Court’s order approving the Disclosure Statement [Docket No. ~~10671212~~] (the “~~Disclosure Statement Approval Order~~”), dated November [], 2020, Classes 6(a) through 6(d) – Intercompany Interests in each Debtor are deemed to have received all notices approved therein upon entry of the ~~Disclosure Statement Approval Order~~ without actual delivery thereof and, thus, are not being served with this notice.

11 OF THE UNITED STATES CODE, YOU ARE (I) PRESUMED TO HAVE REJECTED THE PLAN AND (II) NOT ENTITLED TO VOTE ON THE PLAN WITH RESPECT TO YOUR CLASS.

If the Debtors have identified you as a Holder of Equity Interests in BSC, you will receive an election form attached hereto (the “**Opt-Out Election Form**”). ~~If you have not been identified by the Debtors as the Holder of Equity Interests in BSC you will not receive the Opt-Out Election Form.~~—In accordance with the Plan, Holders ~~of~~ of Equity Interests in BSC may elect to opt out of the releases contained in Section 10.6 of the Plan by making such election on the Opt-Out Election Form and returning the Opt-Out Election Form by no later than ~~[December 11], 2020 at 5:00 p.m. (prevailing Central Time)~~ by returning the Opt-Out Election Form to Briggs Ballot Processing Center, c/o KCC LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245.

~~**UNDER THE TERMS OF THE PLAN, YOUR CLAIM(S) AGAINST THE DEBTORS OR INTEREST IN THE DEBTORS IS/ARE IMPAIRED AND NOT ENTITLED TO RECEIVE OR RETAIN ANY PROPERTY UNDER THE PLAN AND THEREFORE, PURSUANT TO SECTION 1126(g) OF TITLE 11 OF THE UNITED STATES CODE, YOU ARE (I) DEEMED TO HAVE REJECTED THE PLAN AND (II) NOT ENTITLED TO VOTE ON THE PLAN.**~~ IF YOU HAVE ANY QUESTIONS ABOUT THE STATUS OF YOUR CLAIM(S) OR INTEREST(S), OR IF YOU WANT TO REQUEST A COPY OF THE ORDER, THE PLAN, OR THE DISCLOSURE STATEMENT, YOU SHOULD CONTACT THE DEBTORS’ VOTING AGENT, KCC LLC (“KCC”), IN WRITING AT BRIGGS BALLOT PROCESSING CENTER, c/o KCC LLC, 222 N. PACIFIC COAST HIGHWAY, SUITE 300, EL SEGUNDO, CA 90245 OR BY TELEPHONE AT (866) 544-7045 (U.S./CANADA) OR +1 (781) 575-2084 (INTERNATIONAL). COPIES OF THE PLAN, THE DISCLOSURE STATEMENT, AND THE ORDER CAN BE ACCESSED ONLINE FREE OF CHARGE AT [HTTP://WWW.KCCLLC.NET/BRIGGS](http://www.kccllc.net/briggs). PLEASE BE ADVISED THAT KCC CANNOT PROVIDE LEGAL ADVICE.

THE PLAN PROVIDES THAT THE FOLLOWING PARTIES ARE DEEMED TO HAVE GRANTED THE RELEASES CONTAINED IN SECTION 10.6 OF THE PLAN:

- the Creditors’ Committee and each of its members in their capacity as such;
- all holders of Claims who are entitled to vote on the Plan and vote to accept the Plan;
- all holders of Claims who (i) are 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 10.6 of the Plan;

- **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 of the Plan, and do not elect to exercise such right;**
- **with respect to any Person or Entity in each of the foregoing, 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 the foregoing.**

Dated: [____], 2020
St. Louis, Missouri

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

*Local Counsel to the Debtors and
Debtors in Possession*

-and-

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

*Counsel to the Debtors
and Debtors in Possession*

SCHEDULE F-1

Opt-Out Election Form (Registered Holder)

**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.	§	

OPT-OUT ELECTION FORM (REGISTERED HOLDER)

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) have sent this Opt-Out Election Form to you because our records indicate that you are a holder of an Interest in Class 7(a) – Equity Interests in BSC and, accordingly, you have a right to opt-out of the releases set forth in Section 10.6 of the *Amended Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors* [Docket No. ~~1066~~1211] (as may be further amended, modified, or supplemented in accordance with the terms therein, the “Plan”).

Your rights are described in the Debtors’ *Amended Disclosure Statement for Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors* [Docket No. ~~1067~~1212] (as it may be further amended, modified and supplemented, the “**Disclosure Statement**”) and the order approving the Disclosure Statement [Docket No. ---] (the “**Disclosure Statement Order**”). Contemporaneously therewith, you have received the *Notice of Non-Voting Status to Impaired Classes*. If you need to obtain additional materials, you may contact the Debtors’ voting agent (“KCC”), by (a) accessing the website maintained for these chapter 11 cases by KCC at <http://www.kccllc.net/Briggs>; (b) writing to Briggs Ballot Processing Center, c/o KCC LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) telephone at (866) 544-7045 (U.S./Canada) or +1 (781) 575-2084 (International); or (d) email at BriggsInfo@kccllc.com with a reference to “Briggs” in the subject line. In accordance with Bankruptcy Rule 3017(a) and Local Rule 3017(B), upon written request to KCC, the Debtors will provide, at no charge to the requesting party, copies of the Disclosure Statement, the Plan, or the Motion. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <https://www.moeb.uscourts.gov/>.

Pursuant to the Disclosure Statement Order, the Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court. This Opt-Out Election Form may not be used for any purpose other than to opt-out of the releases contained in Section 10.6 of the Plan, which are reproduced below. If you believe you have received this Opt-Out Election Form in error, please contact KCC at the address or telephone number set forth above.

If KCC does not receive your Opt-Out Election Form on or before **December 11, 2020, at 5:00 p.m.** (prevailing Central Time) (the “**Opt-Out Deadline**”), and if the Opt-Out Deadline is not extended, you will be deemed to have consented to the releases contained in Section 10.6 of the Plan. You may submit your Opt-Out Election Form by returning this paper Opt-Out Election Form to Briggs Ballot Processing Center, c/o KCC LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245 or via the voting agent’s online portal by visiting <https://www.kccllc.net/briggs>. Click on the “Submit eBallot” section of the Debtors’ website and follow the instructions to submit your Opt-Out Form.

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

If you 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 ~~in the Plan~~ 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) are 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 this Section 10.6 10.6;
- (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 ~~in the Plan~~ herein shall be construed to release (i) the Released Parties from gross negligence, 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 (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; *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 ~~of the Plan~~, the Persons and Entities in (a) through (d) of this Section 10.6 ~~of the Plan~~ 10.6 shall be permanently enjoined from prosecuting any of the foregoing Claims or Causes of Action released under this Section 10.6 ~~of the Plan~~ 10.6 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 postpetition purchase, ~~or~~ sale, or rescission of the postpetition 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. *PBGC Rights Reserved*

Notwithstanding any provision to the contrary, no provision contained in the Plan, Confirmation Order, Sale Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases shall be construed as discharging, releasing, exculpating, or relieving any non-Debtor Person or non-Debtor Entity from any fiduciary duties or liabilities under Title I of ERISA (the "Title I Liabilities") with respect to the Pension Plans. The PBGC and the Pension Plans shall not be enjoined or precluded from enforcing Title I Liabilities against any non-Debtor Person or non-Debtor Entity as a result of any of the provisions for satisfaction, release, injunction, exculpation, and discharge of claims in the Plan, Confirmation Order, Sale Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases; provided, that the foregoing shall not diminish the scope of any exculpation to which any party is entitled under section 1125(e) of the Bankruptcy Code or other applicable law.

10.9. *SEC Rights Reserved*

Notwithstanding any provision contained in the Plan or the Confirmation Order, nothing shall (i) preclude the SEC from enforcing its police or regulatory powers; or (ii) enjoin, limit, impair, or delay the SEC from commencing or continuing any claims, causes of action, proceedings, or investigations against any non-Debtor Person or non-Debtor Entity in any forum; provided, that the foregoing shall not diminish the scope of any exculpation to which any party is entitled under the provisions of the Plan or section 1125(e) of the Bankruptcy Code or other applicable law.

10.810. *Waiver of Statutory Limitation on Releases.*

EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE PLAN (INCLUDING UNDER ~~SECTION 10~~ 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~~ SECTION 10 OF THE PLAN ARE EFFECTIVE REGARDLESS OF WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.

10.911. *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,~~ ~~(e) 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.

Binding Effect of Confirmation

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.

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.

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OPT-OUT ELECTION FORM (REGISTERED HOLDER)
Class 7(a) – Equity Interests in BSC

Item 1. 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 do not check the box below and return this Opt-Out Form, 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 undersigned holder of a Claim or Interest in a Non-Voting Class elects to:

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

Item 2. Certifications.

By signing this Opt-Out Form, the undersigned certifies to the Court and the Debtors that:

- (a) either: (i) the undersigned is the registered holder of Interests in Class 7(a) – Equity Interests in BSC, or (ii) the undersigned is an authorized signatory for an entity that is the registered holder of Interests in Class 7(a) – Equity Interests in BSC;
- (b) the registered holder has received a copy of the Notice of Non-Voting Status to Impaired Classes, including instructions to access the Disclosure Statement, and that this Opt-Out Form is made pursuant to the terms and conditions set forth therein;
- (c) the registered holder has made the same election with respect to all its Interests in Class 7(a) – Equity Interests in BSC; and
- (d) that no other Opt-Out Forms with respect to this registered holder’s Interests in Class 7(a) – Equity Interests in BSC have been cast or, if any other Opt-Out Forms have been cast with respect to such Claims against, or Interests in, the Debtors, such Opt-Out Forms are hereby revoked.

Print or Type Name of Holder: _____

Last Four (4) Digits of Social Security
or Federal Tax I.D. No. of Holder: _____

Signature: _____

Name of Signatory (if different than Holder): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State, and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

PAPER SUBMISSION INSTRUCTIONS

Please submit this Opt-out form by (A) First Class Mail; (B) Overnight Delivery; or (C) personal delivery, to the Debtors' Voting Agent at the following address:

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

~~**YOUR OPT-OUT FORM MUST BE RECEIVED BY THE VOTING AGENT NO LATER THAN 5:00 P.M. (PREVAILING CENTRAL TIME) ON [DECEMBER 11, 2020] (THE "OPT-OUT DEADLINE"), UNLESS SUCH TIME IS EXTENDED BY THE DEBTORS.**~~

E-BALLOT OPT-OUT INSTRUCTIONS

To properly submit your Opt-Out Election Form electronically, you must electronically complete, sign, and return this customized electronic Opt-Out Election Form 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 Opt-Out Election Form must be received by the Voting Agent no later than **5:00 P.M. (Prevailing Central Time) on December 11, 2020**, (the “Opt-Out Deadline”), unless such time is extended by the Debtors. **HOLDERS ARE STRONGLY ENCOURAGED TO SUBMIT THEIR INSTRUCTIONS VIA THE E-BALLOT PLATFORM.** The Voting Agent’s “eBallot” platform is the sole manner in which Opt-Out Election Forms will be accepted via electronic or online transmission. Opt-Out Election Forms 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 Opt-Out Election Form:

Unique E-Ballot ID#: _____

PIN#: _____

Each eBallot ID# is to be used solely for issuing instructions only those Interests described in Item 1 of your Opt-Out Election Form. Please complete and submit an Opt-Out instruction 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 Opt-Out Election Form, 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 an Opt-Out Election Form using the Voting Agent’s “eBallot” platform should **NOT** also submit a paper Opt-Out Election Form.

YOUR OPT-OUT ELECTION FORM MUST BE RECEIVED BY THE VOTING AGENT NO LATER THAN 5:00 P.M. (PREVAILING CENTRAL TIME) ON DECEMBER 11, 2020 (THE “OPT-OUT DEADLINE”), UNLESS SUCH TIME IS EXTENDED BY THE DEBTORS.

SCHEDULE F-2

Opt-Out Election Form (Master Holder)

**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.	§	

OPT-OUT ELECTION FORM (MASTER HOLDER)

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) have sent this master opt-out form (the “**Master Opt-Out Election Form**”) to you because the Debtors’ and/or the DTC’s records indicate that you are a bank, broker, or other financial institution (each, a “**Nominee**”) that holds Interests in Class 7(a) – Equity Interests in BSC in “street name” or are a Nominee’s agent as of ~~_____~~ November 9, 2020 (the “**Voting Record Date**”). Nominees or their agents should use this Master Opt-Out Form to convey decisions to opt-out of the releases set forth in Section 10.6 of the Amended Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors [Docket No. ~~10661211~~] (as may be further amended, modified, or supplemented in accordance with the terms therein, the “**Plan**”) on behalf of their Beneficial Holder clients.¹

The rights of holders of Interests in Class 7(a) – Equity Interests in BSC are described in the Debtors’ Amended Disclosure Statement for Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors [Docket No. ~~10671212~~] (as it may be amended, modified and supplemented, the “**Disclosure Statement**”) and the order approving the Disclosure Statement [Docket No. _____] (the “**Disclosure Statement Order**”). Contemporaneously therewith, you have received the *Notice of Non-Voting Status to Impaired Classes*. If you need to obtain additional materials, you may contact the Debtors’ voting agent (“**KCC**”), by (a) accessing the website maintained for these chapter 11 cases by KCC at <http://www.kccllc.net/Briggs>; (b) writing to Briggs Ballot Processing Center, c/o KCC LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) telephone at (866) 544-7045 (U.S./Canada) or +1 (781) 575-2084 (International); or (d) email at BriggsInfo@kccllc.com with a reference to “Briggs” in the subject line. In accordance with Bankruptcy Rule 3017(a) and Local Rule 3017(B), upon written request to KCC, the Debtors will provide, at no charge to the requesting party, copies of the Disclosure Statement, the Plan, or the Motion. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <https://www.moeb.uscourts.gov/>.

Pursuant to the Disclosure Statement Order, the Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court. This Master Opt-Out Election Form may not be used for any purpose other than to convey the decision regarding the opt-out election of the releases in Section 10.6 of the Plan on behalf of your Beneficial Holder clients. If you believe you have received this Master Opt-Out Election Form in error, please contact KCC at the address or telephone number set forth above.

Nothing contained herein or in the enclosed documents shall render you or any other entity an agent of the Debtors or KCC or authorize you or any other entity to use any document or make any statements on behalf of any of the Debtors with respect to the Plan, except for the statements contained in the documents enclosed herewith.

¹ A “**Beneficial Holder**” means an entity that beneficially owns Interests in Class 7 – Equity Interests in BSC whose claims have not been satisfied prior to the Voting Record Date pursuant to Court order or otherwise, as reflected in the records maintained by the Nominee.

You are required to distribute the opt-out election form contained herein (the “**Opt-Out Election Form**”) accompanied by pre-addressed, postage-paid return envelopes, or by any other means consented to by your Beneficial Holder clients (e.g., e-mail), to your Beneficial Holder clients immediately to enable each such Beneficial Holder to indicate their decision to opt-out of the releases set forth in Section 10.6 of the Plan in a timely fashion. Any election delivered to you by a Beneficial Holder shall not be counted as an effective election until you complete, sign, and return this Master Opt-Out Election Form to KCC, so that it is actually received by **[December 11], 2020, at 5:00 p.m.** (prevailing Central Time) (the “**Opt-Out Deadline**”).

If KCC does not receive your Master Opt-Out Election Form on or before the Opt-Out Deadline and if the Opt-Out Deadline is not extended, you will be deemed to have consented to the releases contained in Section 10.6 of the Plan. You may submit your Master Opt-Out Election Form by returning this paper Master Opt-Out Election Form to Briggs Ballot Processing Center, c/o KCC LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245 or via ~~the voting agent’s online portal by visiting <https://www.keelle.net/briggs>. Click on the “Submit eBallot” section of the Debtors’ website and follow the instructions to submit your Master Opt-Out Form.~~ Email to KCC at BriggsInfo@kccllc.com.

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

If you 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) (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.

(b) (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.

(c) ~~(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 10.410.4 of the Plan.

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

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

(c) ~~(l)~~ all holders of Claims who ~~are~~ (i) are 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 this Section 10.6 ~~10.6~~;

(d) ~~(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;

(e) ~~(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 in the Plan herein shall be construed to release (i) the Released Parties from gross negligence, 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 (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; *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 of the Plan, the Persons and Entities in (a) through (d) of this Section 10.6 of the Plan shall be permanently enjoined from prosecuting any of the foregoing Claims or Causes of Action released under this Section 10.6 of the Plan 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 postpetition purchase, or sale, or rescission of the postpetition 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. *PBGC Rights Reserved*

Notwithstanding any provision to the contrary, no provision contained in the Plan, Confirmation Order, Sale Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases shall be construed as discharging, releasing, exculpating, or relieving any non-Debtor Person or non-Debtor Entity from any fiduciary duties or liabilities under Title I of ERISA (the "Title I Liabilities") with respect to the Pension Plans. The PBGC and the Pension Plans shall not be enjoined or precluded from enforcing Title I Liabilities against any non-Debtor Person or non-Debtor Entity as a result of any of the provisions for satisfaction, release, injunction, exculpation, and discharge of claims in the Plan, Confirmation Order, Sale Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases; provided, that the foregoing shall not diminish the scope of any exculpation to which any party is entitled under section 1125(e) of the Bankruptcy Code or other applicable law.

10.9. *SEC Rights Reserved*

Notwithstanding any provision contained in the Plan or the Confirmation Order, nothing shall (i) preclude the SEC from enforcing its police or regulatory powers; or (ii) enjoin, limit, impair, or delay the SEC from commencing or continuing any claims, causes of action, proceedings, or investigations against any non-Debtor Person or non-Debtor Entity in any forum; provided, that the foregoing shall not diminish the scope of any exculpation to which any party is entitled under the provisions of the Plan or section 1125(e) of the Bankruptcy Code or other applicable law.

10.810. *Waiver of Statutory Limitation on Releases.*

EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE PLAN (INCLUDING UNDER ~~SECTION 10~~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~~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~~SECTION 10 OF THE PLAN ARE EFFECTIVE REGARDLESS OF WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.

10.911. *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.

Binding Effect of Confirmation

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.

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.

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OPT-OUT ELECTION FORM (MASTER HOLDER)
Class 7(a) – Equity Interests in BSC

Item 1. Certification of Authority to Make Elections. The undersigned certifies that as of the Voting Record Date, the undersigned (please check appropriate box):

Is a Nominee for the Beneficial Holders in the principal number of Interests in Class 7(a) – Equity Interests in BSC listed in Item 2 below, or

Is acting under a power of attorney or agency (a copy of which will be provided upon request) granted by a Nominee for the Beneficial Holders in the principal number of Interests in Class 7(a) – Equity Interests in BSC listed in Item 2 below, or

Has been granted a proxy (an original of which is attached hereto) from a Nominee for the Beneficial Holders (or the Beneficial Holder(s) itself/themselves) in the principal number of Interests in Class 7(a) – Equity Interests in BSC listed in Item 2 below, and accordingly, has full power and authority to convey decisions to opt-out of the releases set forth in Section 10.6 of the Plan, on behalf of the Beneficial Holders of Interests in Class 7(a) – Equity Interests in BSC described in Item 2.

Item 2. Opt-Out Election. The undersigned certifies that the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the Beneficial Holders of Interests in Class 7(a) – Equity Interests in BSC, as identified by their respective account numbers, that made a decision to opt-out of the releases set forth in Section 10.6 of the Plan via e-mail, telephone, internet application, facsimile, voting instruction form, or other customary means of conveying such information.

Indicate in the appropriate column below the Beneficial Holder/Account Number of each Beneficial Holder that completed and returned the Opt-Out Election Form and the aggregate number of Interests in Class 7(a) – Equity Interests in BSC held by such Beneficial Holder/Account Number electing to opt-out of the releases set forth in Section 10.6 of the Plan or attach such information to this Master Opt-Out Election Form in the form of the following table.

(Please complete the information requested below. Attach additional sheets if necessary.)

Beneficial Holder/Account Number	Amount of Interests in Class 7(a) – Equity Interests in BSC Electing to Opt-Out of the Releases
1.	
2.	
4.	
5.	
TOTAL	

Item 3. Additional Certifications. By signing this Master Opt-Out Election Form, the undersigned certifies to the Court and the Debtors that:

- (a) the undersigned has received from each Beneficial Holder listed in Item 2 of this Master Opt-out Election Form (i) a completed and signed Opt-Out Election Form or (ii) an e-mail, recorded telephone call, internet transmission, facsimile, voting instruction form, or other customary means of communication conveying a decision to opt-out of the releases;
- (b) the undersigned is the Nominee (or agent of the Nominee) of the Interests in Class 7(a) – Equity Interests in BSC being instructed; and
- (c) the undersigned has properly disclosed for each Beneficial Holder who submitted Opt-Out Election Forms or opt-out decisions via other customary means: (A) the respective number of the Interests in Class 7(a) – Equity Interests in BSC owned by each Beneficial Holder and (B) the customer account or other identification number for each such Beneficial Holder.

Institution: (Print or Type)	_____
DTC Participant Number:	_____
Signature:	_____
Name of Signatory:	_____
Title:	_____
Address:	_____ _____
Email:	_____
Date Completed:	_____

SUBMISSION INSTRUCTIONS

Please submit this Master Opt-Out Election Form by (A) Email; (B) First Class Mail; (C) Overnight Delivery; or (D) personal delivery, to the Debtors' Voting Agent at the following address:

Briggs Ballot Processing Center c/o KCC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245 Email: BriggsInfo@kccllc.com
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INSTRUCTIONS FOR COMPLETING THIS MASTER FORM

1. Pursuant to the Disclosure Statement Order, the Debtors are soliciting elections from holders of Interests in Class 7(a) – Equity Interests in BSC with respect to the releases set forth in Section 10.6 of the Plan. Capitalized terms used in the Master opt-Out Election Form or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Disclosure Statement, Disclosure Statement Order, or Plan, as applicable. Important information regarding the release set forth in Section 10.6 of the Plan is included in this Master Opt-Out Election Form.
2. **Distribution of the Opt-Out Election Forms.**
 - (a) You should immediately distribute the Opt-Out Election Forms accompanied by a pre-addressed, postage-paid return envelope to all Beneficial Holders of Interests in Class 7(a) – Equity Interests in BSC as of the Voting Record Date and take any action required to enable each such Beneficial Holders to make an opt-out election timely. You must include a pre-addressed, postage-paid return envelope or must certify that your Beneficial Holder clients that did not receive return envelopes were provided with electronic or other means (consented to by such Beneficial Holder clients) of returning their Opt-Out Election Form in a timely manner.
 - (b) Any election delivered to you by a Beneficial Holder shall not be counted until you complete, sign, and return this Master Opt-Out Election Form to KCC, so that it is actually received by the Voting Deadline.
3. **Soliciting, Receiving, and Compiling Elections.** You should solicit elections from your Beneficial Holder clients via the (a) delivery of duly completed Opt-Out Election Forms or (b) conveyance of their decision to opt out of the releases via e-mail, telephone, internet application, facsimile, voting instruction form, or other customary and approved means of conveying such information.
4. With regard to any Opt-Out Election Forms returned to you by a Beneficial Holder, you must:
 - (a) compile and validate the elections and other relevant information of each such Beneficial Holder on the Master Opt-Out Election Form using the customer name or account number assigned by you to each such Beneficial Holder; (b) execute the Master Opt-Out Election Form; and (c) transmit the Master Opt-Out Election Form to KCC.
5. Multiple Master Opt-Out Election Forms may be completed and delivered to KCC. Elections reflected by multiple Master Forms will be deemed valid. If two or more Master Opt-Out Election Forms are submitted, please mark the subsequent Master Opt-Out Election Form(s) with the words “Additional Election” or such other language as you customarily use to indicate an additional election that is not meant to revoke an earlier election.

6. The attached Master Opt-Out Election Form is not a letter of transmittal and may not be used for any purpose other than to transmit elections to opt-out of the releases set forth in Section 10.6 of the Plan. Holders of Interests in Class 7(a) – Equity Interests in BSC should not surrender certificates (if any) representing their Interests in Class 7(a) – Equity Interests in BSC at this time, and neither the Debtors nor KCC will accept delivery of any such certificates transmitted together with a Master Opt-Out Election Form.
7. This Master Opt-Out Election Form does not constitute and shall not be deemed a proof of claim or interest or an assertion of a Claim or Interest.
8. The Master Opt-Out Election Form must be returned to KCC so as to be actually received by KCC on or before the Voting Deadline. The Voting Deadline is ~~_____~~ **December 11, 2020, at 45:00 p.m. (Central Time)**.
9. Please be sure to sign and date your Master Opt-Out Election Form. You should indicate that you are signing a Master Opt-Out Election Form in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity and, if required or requested by KCC, must submit proper evidence to the requesting party to so act on behalf of such Beneficial Holder.
10. If a Master Opt-Out Election Form is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the discretion of the Debtors. Additionally, the following Master Opt-Out Election Forms will not be counted:
 - any Master Opt-Out Election Form that is illegible or contains insufficient information to permit the identification of the Nominee;
 - any Master Opt-Out Election Form sent to any party other than KCC (e.g., the Debtors or the Court);
 - any unsigned Master Opt-Out Election Form; or
 - any Master Opt-Out Election Form submitted on a form other than one sent by KCC.
11. No fees or commissions or other remuneration will be payable to any broker, bank, dealer or other person in connection with this solicitation. Upon written request, however, the Debtor will reimburse you for customary mailing and handling expenses incurred by you in forwarding the Opt-Out Election Forms to your client(s).

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SCHEDULE F-3

Opt-Out Election Form (Beneficial Holder)

**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.	§	

OPT-OUT ELECTION FORM (BENEFICIAL HOLDER)

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) have sent this Opt-Out Election Form to you because our records indicate that you are a holder of an Interest in Class 7(a) – Equity Interests in BSC and, accordingly, you have a right to opt-out of the releases set forth in Section 10.6 of the *Amended Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors* [Docket No. ~~1066~~1211] (as may be further amended, modified, or supplemented in accordance with the terms therein, the “Plan”).

Your rights are described in the Debtors’ *Amended Disclosure Statement for Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors* [Docket No. ~~1067~~1212] (as it may be further amended, modified and supplemented, the “**Disclosure Statement**”) and the order approving the Disclosure Statement [Docket No. ---] (the “**Disclosure Statement Order**”). Contemporaneously therewith, you have received the *Notice of Non-Voting Status to Impaired Classes*. If you need to obtain additional materials, you may contact the Debtors’ voting agent (“KCC”), by (a) accessing the website maintained for these chapter 11 cases by KCC at <http://www.kccllc.net/Briggs>; (b) writing to Briggs Ballot Processing Center, c/o KCC LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) telephone at (866) 544-7045 (U.S./Canada) or +1 (781) 575-2084 (International); or (d) email at BriggsInfo@kccllc.com with a reference to “Briggs” in the subject line. In accordance with Bankruptcy Rule 3017(a) and Local Rule 3017(B), upon written request to KCC, the Debtors will provide, at no charge to the requesting party, copies of the Disclosure Statement, the Plan, or the Motion. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <https://www.moeb.uscourts.gov/>.

Pursuant to the Disclosure Statement Order, the Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court. This Opt-Out Election Form may not be used for any purpose other than to opt-out of the releases contained in Section 10.6 of the Plan, which are reproduced below. If you believe you have received this Opt-Out Election Form in error, please contact KCC at the address or telephone number set forth above.

This opt-Out Election Form must be completed, executed, and returned to your Nominee in sufficient time to allow your Nominee to process your instructions on a Master Opt-Out Election Form and return it to KCC on or before **December 11, 2020, at 5:00 p.m.** (prevailing Central Time) (the “**Opt-Out Deadline**”). If KCC does not actually receive the Master Opt-Out Election Form from your Nominee on or before the Opt-Out Deadline, and if the Opt-Out Deadline is not extended, your election transmitted hereby will not be counted and you will be deemed to have consented to the releases contained in Section 10.6 of the Plan.

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

If you 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) ~~(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) ~~(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) ~~(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 10.410.4](#) of the Plan.

(d) ~~(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 ~~in the Plan~~ 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) ~~(s)~~ the Creditors’ Committee and each of its members in their capacity as such;
- (b) ~~(t)~~ all holders of Claims who are entitled to vote on the Plan and vote to accept the Plan;
- (c) ~~(u)~~ all holders of Claims who ~~are~~ (i) are 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 this Section 10.6 ~~10.6~~;
- (d) ~~(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;
- (e) ~~(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 ~~in the Plan~~ herein shall be construed to release (i) the Released Parties from gross negligence, 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 (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; *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 ~~of the Plan~~, the Persons and Entities in (a) through (d) of this Section 10.6 ~~of the Plan~~ 10.6 shall be permanently enjoined from prosecuting any of the foregoing Claims or Causes of Action released under this Section 10.6 ~~of the Plan~~ 10.6 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 postpetition purchase, ~~or~~ sale, or rescission of the postpetition 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. PBGC Rights Reserved

Notwithstanding any provision to the contrary, no provision contained in the Plan, Confirmation Order, Sale Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases shall be construed as discharging, releasing, exculpating, or relieving any non-Debtor Person or non-Debtor Entity from any fiduciary duties or liabilities under Title I of ERISA (the "Title I Liabilities") with respect to the Pension Plans. The PBGC and the Pension Plans shall not be enjoined or precluded from enforcing Title I Liabilities against any non-Debtor Person or non-Debtor Entity as a result of any of the provisions for satisfaction, release, injunction, exculpation, and discharge of claims in the Plan, Confirmation Order, Sale Order, Bankruptcy Code, or any other document filed in any of the Debtors' bankruptcy cases; provided, that the foregoing shall not diminish the scope of any exculpation to which any party is entitled under section 1125(e) of the Bankruptcy Code or other applicable law.

10.9. SEC Rights Reserved

Notwithstanding any provision contained in the Plan or the Confirmation Order, nothing shall (i) preclude the SEC from enforcing its police or regulatory powers; or (ii) enjoin, limit, impair, or delay the SEC from commencing or continuing any claims, causes of action, proceedings, or investigations against any non-Debtor Person or non-Debtor Entity in any forum; provided, that the foregoing shall not diminish the scope of any exculpation to which any party is entitled under the provisions of the Plan or section 1125(e) of the Bankruptcy Code or other applicable law.

10.~~8~~10. *Waiver of Statutory Limitation on Releases.*

EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE PLAN (INCLUDING UNDER ~~SECTION 10~~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~~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~~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~~11. *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,~~ ~~(e) 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.

Binding Effect of Confirmation

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.

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.

[Remainder of Page Intentionally Left Blank]

OPT-OUT ELECTION FORM (BENEFICIAL HOLDER)
Class 7(a) – Equity Interests in BSC

Item 1. 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 do not check the box below and return this Opt-Out Form, 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 undersigned holder of a Claim or Interest in a Non-Voting Class elects to:

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

Item 2. Certifications.

By signing this Opt-Out Form, the undersigned certifies to the Court and the Debtors that:

- (a) either: (i) the undersigned is the beneficial holder of Interests in Class 7(a) – Equity Interests in BSC, or (ii) the undersigned is an authorized signatory for an entity that is the beneficial holder of Interests in Class 7(a) – Equity Interests in BSC;
- (b) the holder has received a copy of the Notice of Non-Voting Status to Impaired Classes, including instructions to access the Disclosure Statement, and that this Opt-Out Form is made pursuant to the terms and conditions set forth therein;
- (c) the beneficial Holder has made the same election with respect to all its Interests in Class 7(a) – Equity Interests in BSC; and
- (d) that no other Opt-Out Forms with respect to this beneficial holder’s Interests in Class 7(a) – Equity Interests in BSC have been cast or, if any other Opt-Out Forms have been cast with respect to such Claims against, or Interests in, the Debtors, such Opt-Out Forms are hereby revoked.

Print or Type Name of Holder: _____

Last Four (4) Digits of Social Security
or Federal Tax I.D. No. of Holder: _____

Signature: _____

Name of Signatory (if different than Holder): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State, and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

SUBMISSION INSTRUCTIONS

To ensure that your election is counted, you must complete and submit this Opt-Out Election Form to your Nominee by mail, electronic, or other means agreed with your Nominee. The method of delivery of this Opt-Out Election Form to your Nominee is at the election and risk of each Holder of Interest. Except as otherwise provided herein, such delivery will be deemed made only when KCC actually receives a Master Opt-Out Election Form from your Nominee. For Opt-Out Election Forms submitted by hand, instead of effecting delivery by first-class mail, it is recommended, though not required, that Holders of Interests use an overnight or hand delivery service. In all cases, Holders of Interests, or their Nominees, should allow sufficient time to assure timely delivery. The Opt-Out Election Form is not a letter of transmittal and may not be used for any purpose other than, subject to the limitations set forth in the Opt-Out Election Form, to opt-out of the releases set forth in Section 10.6 of the Plan. Accordingly, at this time, Holders of Interests should not surrender certificates or instruments representing or evidencing their Interests, and neither the Debtors nor KCC will accept delivery of any such certificates or instruments surrendered together with an Opt-Out Election Form. **THIS OPT-OUT ELECTION FORM MUST BE COMPLETED, EXECUTED, AND RETURNED TO YOUR NOMINEE IN SUFFICIENT TIME TO ALLOW YOUR NOMINEE TO PROCESS YOUR INSTRUCTIONS ON A MASTER OPT-OUT ELECTION FORM AND RETURN IT TO KCC ON OR BEFORE {DECEMBER 11}, 2020, AT 5:00 P.M. (PREVAILING CENTRAL TIME) (THE "OPT-OUT DEADLINE"). IF KCC DOES NOT ACTUALLY RECEIVE THE MASTER OPT-OUT ELECTION FORM FROM YOUR NOMINEE ON OR BEFORE THE OPT-OUT DEADLINE, AND IF THE OPT-OUT DEADLINE IS NOT EXTENDED, YOUR ELECTION TRANSMITTED HEREBY WILL NOT BE COUNTED AND YOU WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASES CONTAINED IN SECTION 10.6 OF THE PLAN.**

Summary report:	
Litera® Change-Pro for Word 10.8.2.11 Document comparison done on 11/7/2020 2:08:12 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Exhibit F - Notice of Non-Voting Status (Class 7)_WEIL_97662805_3.DOCX	
Modified filename: Exhibit F - Notice of Non-Voting Status (Class 7)_WEIL_97662805_6.DOCX	
Changes:	
<u>Add</u>	171
Delete	136
Move From	2
<u>Move To</u>	2
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	311