

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.	§	Hearing Date: October 5, 2022
	§	Hearing Time: 9:30 a.m. (Central Time)
	§	Hearing Location: Courtroom 5 North
	§	111 S. 10th St., St. Louis, MO 63102

**PLAN ADMINISTRATOR’S APPLICATION FOR AN
ORDER PURSUANT TO 11 U.S.C. § 502(c) ESTIMATING
THE GENERAL UNSECURED CLAIM VALUE OF
PROOFS OF CLAIM NUMBERED 466 AND 468**

THIS IS A MOTION TO ESTIMATE YOUR CLAIM(S). THE OBJECTING PARTY IS ASKING THE COURT TO SET THE AMOUNT OF THE CLAIM(S) THAT YOU FILED IN THIS BANKRUPTCY CASE FOR PURPOSES OF DISTRIBUTIONS.

IF YOU CHOOSE TO RESPOND, A WRITTEN RESPONSE MUST BE FILED WITH THE CLERK OF COURT, U.S. BANKRUPTCY COURT, 111 SOUTH TENTH STREET, 4TH FLOOR, ST. LOUIS, MISSOURI 63102, AND A COPY SERVED UPON COUNSEL TO THE PLAN ADMINISTRATOR, (A) HALPERIN BATTAGLIA BENZIJA LLP, 40 WALL STREET, 37TH FLOOR, NEW YORK, NEW YORK 10005 (ATTN: JULIE DYAS GOLDBERG, ESQ. AND CARRIE E. ESSENFELD, ESQ.) AND (B) CARMODY MACDONALD P.C., 120 S. CENTRAL AVENUE, SUITE 1800, ST. LOUIS, MISSOURI 63105 (ATTN: THOMAS H. RISKE, ESQ.), SO THAT THE RESPONSE IS RECEIVED NO LATER THAN 11:59 P.M. (PREVAILING CENTRAL TIME) ON SEPTEMBER 28, 2022.

FAILURE TO FILE A RESPONSE TIMELY MAY RESULT IN THE COURT GRANTING THE RELIEF REQUESTED PRIOR TO THE HEARING DATE. YOU SHOULD READ THIS NOTICE AND THE ACCOMPANYING MOTION CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY, IF YOU HAVE ONE.

Alan D. Halperin as Plan Administrator (the “**Plan Administrator**”) under the *Amended Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors*, dated



November 9, 2020 (the “**Plan**”, Docket No. 1226),¹ respectfully represents as follows in support of this application (the “**Application**”) for an order estimating the general unsecured claim value of proofs of claim numbered 466 and 468 (collectively, the “**Litigation Claims**” and the creditors named on the Proofs of Claim filed in connection with the Litigation Claims are collectively referred to as the “**Litigation Claimants**”) at \$0 for purposes of distribution. In support of this Application, attached hereto as **Exhibit A** is the *Declaration of Alan D. Halperin as Plan Administrator in Support of the Application for an Order Pursuant to 11 U.S.C. § 502(c) Estimating the General Unsecured Claim Value of Proofs of Claim Numbered 466 and 468* (the “**Halperin Declaration**”).

Preliminary Statement

For purposes of this Application, there is one (1) relevant lawsuit the Plan Administrator has identified naming Briggs & Stratton as a defendant. The lawsuit was filed by Joseph Ward, and Krista Danyale Ward, for personal injury.² The Lawsuit is in the preliminary stages of litigation and the claims asserted have not been comprehensively tested or investigated in discovery. The Plan Administrator does not admit the veracity, sufficiency or accuracy of any of the allegations raised by the Litigation Claimants in the pending litigation, or underlying any and all of the Litigation Claims, and, after consultation with his professionals, believes that certain defenses/offsets to the Litigation Claims and in the pending litigations may exist. ***Of utmost importance and relevance to the relief requested herein, the Plan Administrator submits that the Debtors are fully indemnified by a (non-debtor) third-party for the Litigation Claims,***

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

² The caption of this case is: *Krista “Danyale” Ward and Joseph Ward, husband and wife, v. Nilfisk, Inc., Nilfisk Pressure-Pro LLC., Kochel Equipment Co., Inc., The Plastics Group, Inc., Briggs & Stratton Corporation and Gotwals Brothers LLC*, Circuit Court of the Fifth Judicial Circuit in and for Marion County, Florida, Case No. 19-CA-001352.

which indemnity was agreed to as part of various transaction documents whereby the Debtors licensed certain of their intellectual property to a third-party manufacturer whose product allegedly caused harm to the Litigation Claimants.

The Plan Administrator seeks a procedural resolution that will estimate the Litigation Claims at \$0 for distribution purposes so that the estates and holders of other unsecured claims will not be prejudiced by such undue delay while the cases advance. Likewise, the Litigation Claimants will not be prejudiced given that the Debtors are fully indemnified for the Litigation Claims and their (non-debtor) economic counterparty (the “**Licensee**”) is not impacted by the relief requested.

It is undisputed that the Debtors are fully indemnified for the damages associated with the Litigation Claims. Accordingly, by this Application, the Plan Administrator seeks to estimate the Litigation Claims at \$0 for purposes of distributions only.

By this Application, the Plan Administrator seeks to estimate, for distribution purposes, the two (2) Litigation Claims at \$0 because the Debtors are fully indemnified with regard to these claims. As a result, the Wind-Down Estates can reasonably anticipate they will have no liability. In his judgment, the Plan Administrator believes this to be both fair and equitable treatment of the Litigation Claims, as well as a necessary step in order to make distributions in accordance with the Plan and avoid undue delay of the administration of the estates. For the reasons set forth in detail below, the Plan Administrator requests the Court’s entry of an Order estimating each of the Litigation Claims for distribution purposes as a general unsecured claim in the amount of \$0.

Background

A. The Chapter 11 Bankruptcy Case

1. On July 20, 2020 (the “**Petition Date**”), the Debtors each commenced with this Court a voluntary case under title 11 of the United States Code (the “**Bankruptcy Code**”). The Debtors are authorized to continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. On August 5, 2020, the United States Trustee appointed an official committee of unsecured creditors (the “**Creditors’ Committee**”) in these chapter 11 cases pursuant to section 1102 of the Bankruptcy Code. No trustee or examiner was appointed in these chapter 11 cases. The Debtors’ chapter 11 cases were jointly administered for procedural purposes only pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and Rule 1015(b) of the Local Rules of Bankruptcy Procedure for the Eastern District of Missouri (the “**Local Rules**”).

3. Pursuant to an order dated August 24, 2020 (the “**General Bar Date Order**”) [Docket No. 564], this Court established October 7, 2020 (the “**General Bar Date**”) as the last day for non-governmental entities to file pre-petition claims against the Debtors and their estates, and January 19, 2021 (the “**Governmental Bar Date**”) as the last day for governmental entities to file pre-petition claims against the Debtors and their estates. In accordance with the General Bar Date Order, the Claims Agent served a Notice of Deadlines to File Proofs of Claim and a Proof of Claim Form as evidence by the Certificate of service filed with this Court (the “**Bar Date COS**”) [Docket No. 576]. Additionally, in accordance with the General Bar Date Order, the Debtors published a notice of the General Bar Date in the national edition of the *New York Times* (national edition) and once in the *St. Louis Post Dispatch*, as evidenced by the Certificate of Publication with this Court (the “**Publication Notice**”) [Docket No. 826].

4. On September 15, 2020, the Court entered an order authorizing the Debtors to sell substantially all of their assets³ to Bucephalus Buyer, LLC (the “**Purchaser**”) and on September 21, 2020, the Debtors closed the Sale Transaction.⁴ On December 16, 2020, the Debtors filed the Plan, which was confirmed by the *Findings of Fact, Conclusions of Law, and Order Confirming the Plan* on December 18, 2020 [Docket No. 1485] (the “**Confirmation Order**”).

5. The Effective Date of the Plan occurred on January 6, 2021 and the *Notice of Entry of Order Confirming the Plan and Occurrence of the Effective Date* [Docket No. 1538].

6. On the Effective Date, pursuant to the Plan, Alan D. Halperin was appointed as Plan Administrator to “serve as the initial director or manager, as applicable, and sole officer of each Wind-Down Estate.” *See* Plan, § 5.4(c).

7. The Plan Administrator is in the process of implementing the Plan, including resolving Claims disputes and making distributions to creditors.

B. Distributions Under the Plan

8. The Plan Administrator is responsible for implementing the Plan, which provides for the liquidation of any remaining assets of the Debtors and distribution of proceeds to the holders of Allowed Claims. The holders of allowed general unsecured claims against the Debtor, Classes 4(a) – (e), are entitled to receive their Pro Rata Share of Net Cash Proceeds (of the applicable Debtor) after the Priority Tax Claims, Priority Non-Tax Claims and the Other Secured Claims are satisfied, or reserved for, in full in accordance with the Plan. *See* Plan, §§ 4.16(b), 4.17(b), 4.18(b), 4.19(b) and 4.20(b). Net Cash Proceeds is defined as all Cash realized from

³ *Order (I) Authorizing the Sale of the Assets and Equity Interests to the Purchaser Free and Clear of Liens, Claims, Interests, and Encumbrances; (II) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Docket No. 898].

⁴ *See Notice of (I) Filing of Amendment to Stock and Asset Purchase Agreement, And (II) the Occurrence of Closing of the Sale Transaction* [Docket No. 964].

business and/or Wind-Down operations and Sale Transaction Proceeds less the Cash required to pay (or reserve for) Administrative Expense Claims, Fee Claims, and DIP Claims, fund the Wind-Down Budget and pay Statutory Fees. See Plan § 1.70. To date, the Plan Administrator has paid all allowed Administrative Expense Claims, Secured Claims, Priority Claims and Statutory Fees.

9. The Plan Administrator has made two (2) interim distributions to the Debtors' general unsecured creditors. The Plan Administrator is hopeful additional distributions can be made, however, there are a number of large litigation claims, including but not limited to, the Litigation Claims that are the subject of this Application, which need to be fixed before any additional distributions to such creditors may occur. This Application is an important and necessary step in fixing unliquidated claims. Because the Wind-Down Estates are fully indemnified with respect to the Litigation Claims, the Plan Administrator submits that no reserves for the Litigation Claims are required.

C. The Claims Reconciliation Process

10. The Plan Administrator, with the assistance of his professionals and advisors has reviewed the Debtors' schedules of assets and liabilities, the filed proofs of claim, the Debtors' books and records and other data. The review process included identifying particular categories of claims that should be disallowed, expunged, reduced and allowed, or reclassified in order to avoid possible double recovery or otherwise improper recovery to claimants. The Plan Administrator has made great strides in the claims resolution process. To date, the Debtors or the Plan Administrator have filed thirty-two (32) omnibus objections to claims, and multiple motions to estimate claims, thus resolving the majority of the Disputed Claims (as defined in § 1.43 of the Plan).⁵

⁵ On December 3, 2021, this Court entered an *Order Sustaining the Plan Administrator's Application for an Order Pursuant to 11 U.S.C. § 502(c) Estimating the General Unsecured Claim Value of Proofs of Claim Numbered 466*,

11. As set forth in the Halperin Declaration, the Plan Administrator and his professionals have examined the Litigation Claims, the documentation provided by the Litigation Claimants with respect to the Litigation Claims, and the Debtors' respective books and records and have determined that the Debtors have no liability as to the Litigation Claim because the Debtors are fully indemnified by a third-party for any possible liability in connection therewith.

12. Thus, for the reasons described below, the Plan Administrator has determined that the Litigation Claims should be estimated at \$0 for distribution purposes only.

Jurisdiction

13. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334 and § 7.5 of the Plan. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

14. Pursuant to sections 105(a), 502(c) of title 11 of the United States Code (the "**Bankruptcy Code**"), Rule 9014 Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rule 3007(C) of the Local Rules of Bankruptcy Procedure of the United States Bankruptcy Court for the Eastern District of Missouri (the "**Local Rules**") the Plan Administrator respectfully requests entry of an order (the "**Proposed Order**"),⁶ estimating and setting the maximum liability amount for each of the Litigation Claims at \$0 for distribution purposes only.

Relief Requested Should Be Granted

15. Section 502(c) of the Bankruptcy Code provides in pertinent part that "[t]here shall be estimated for purpose of allowance under this section – (1) any contingent or

468, 1377, and 1663 (the "**December Estimation Order**") [Docket No. 2031], which estimated the Litigation Claims at no more than \$2 million.

⁶ Copies of the Proposed Order will be made available on the Debtors' case information website at <http://www.kccllc.net/Briggs>.

unliquidated claim, the fixing or liquidation of which, as the case may be, would unduly delay the administration of the case.” 11 U.S.C. § 502(c). The Plan Administrator submits that, absent the estimation of the Litigation Claims, their resolution would unduly delay administration of the estates, as the full scale litigation of the Litigation Claims will consume significant judicial hours, leading to delays of months or years, and unnecessary expenditures of significant amounts of estate resources.

The Litigation Claimants filed proofs of claim identifying a dollar amount in line with what they assert is the full amount of their damages resulting from their respective litigations. On December 3, 2021, after notice and a hearing, this Court estimated the Wind-Down Estate’s maximum liability related to each of the Litigation Claims at \$2 million. Subsequently, the Plan Administrator was able to confirm that the Debtors’ liability to the Litigation Claimants in connection with the Litigation Claims is indemnified pursuant to a certain *License Agreement*, dated as of July 1, 2017, between Briggs & Stratton Tech, LLC (“Briggs”) and The Plastics Group, Inc. (“TPGI”). A copy of the License Agreement containing the indemnification agreement is attached as **Exhibit B**. The License Agreement provides, in pertinent part, that licenses are granted to TPGI with respect to the trademarks and trade names “Briggs & Stratton Corporation” and “Briggs & Stratton Power Products Group, LLC,” in exchange for which TPGI agreed, in pertinent part, to

[I]ndemnify and hold harmless [Briggs], its directors, officers, agents, representatives, employees, subsidiaries, affiliates and agents from and against any and all Losses including without limitation any claims involving product liability. . . [Briggs] shall give [TPGI] written notice of any such claims within thirty (30) days of any claim being made against [Briggs] and thereafter [TPGI] shall promptly attend to the defense or settlement thereof at Licensee's own cost and expense.

* * *

[TPGI] shall, throughout the term of this Agreement of this Agreement, maintain at its own cost a liability insurance policy including contractual and product liability

coverage with broad form vendor's endorsement, with single limits of not less than Five Million Dollars (\$5,000,000) or other such figure agreed upon by the parties in writing, and shall name [Briggs] as additional insured.

See Exhibit B at ¶¶ 25-26. By *First Amendment to License Agreement*, dated May 23, 2018 and executed by Pavel Smyschlyaev as Chief Financial Officer of TPG Plastics, LLC (“TPGL”), TPGL agreed to and did assume all rights, responsibilities and obligations of TPGI under the *License Agreement* referenced above. A copy of the *First Amendment to License Agreement* is attached as **Exhibit C**. The *License Agreement* and *First Amendment to License Agreement* are collectively referred to herein as the “Agreements.”

16. Per paragraph 26 of the License Agreement, liability insurance was secured which, if liability against the Debtors is established, would cover the claims underlying the Litigation Claims. A copy of the *Certificate of Liability Insurance* naming Briggs & Stratton Corporation, among others, as Additional Insureds, is attached as **Exhibit D**.

17. Because Litigation Claims are claims that are the subject of the Agreements, and included in coverage confirmed by the aforementioned *Certificate of Liability Insurance*, the Debtors are fully indemnified for the Litigation Claims and the Plan Administrator submits it is appropriate to estimate the Wind-Down Estates’ liability related to the Litigation Claims at \$0 for distribution purposes only.

18. After entry of the December Estimation Order the Plan Administrator was advised that the insurance carrier for TPGL has appointed counsel to defend the Debtors (named as defendants) in connection with the litigation underlying the Litigation Claims. The Plan Administrator has been provided relevant portions of TPGL’s Commercial General Liability Policy (the “**Policy**”) and upon review believes that the injuries and damages asserted in the litigation underlying the Litigation Claims shall be covered by the Policy in the event liability is

established. Given that the Debtors are fully indemnified by TPGL and the relevant insurance carrier has appointed counsel to defend the litigation underlying the Litigation Claims⁷, the Plan Administrator asserts that it is reasonable to conclude that, worst case scenario, the Debtors and the Wind-Down Estates will bear no liability related to the litigation underlying the Litigation Claims.

19. The litigation underlying the Litigation Claims is unresolved, and may take many months, or even years to resolve given their current posture and complexity. As of the date of this Application, no court has determined liability related to the Litigation Claims. The Plan Administrator submits that setting the maximum aggregate amount of each of the Litigation Claims at \$0 for distribution purposes only represents a fair and reasonable approach that is exactly the type of equitable treatment the powers of estimation exist to address.

20. A court may authorize the estimation and approximation of the value of a claim using “whatever method is best suited to the circumstances” at issue and recognizing that absolute certainty is not possible. *In re Brints Cotton Marketing, Inc.*, 737 F.2d 1338, 1341 (5th Cir. 1984). The Court is not bound by legal rules that govern the ultimate value of the claim and has wide discretion in establishing the method to be used to arrive at an estimate of the value of a claim or claims. *Id.*; *Bittner v. Borne Chemical Co.*, 691 F.2d 134, 135 (3rd Cir. 1982) (estimation requires only “sufficient evidence on which to base a reasonable estimate of the claim”); *In re Baldwin-United Corp.*, 55 B.R. 885, 898 (Bankr. S.D. Ohio 1985) (estimation “does not require that a bankruptcy judge be clairvoyant”).

⁷ A copy of this motion will be provided to counsel for the insurance carrier appointed to defend the litigation underlying the Litigation Claims.

21. Bankruptcy courts have wide discretion in choosing the process for estimating a claim. The methods used by courts include summary trials, a review of written submissions of proposed facts and a review of the pleadings and briefs, *See e.g., In re Baldwin-United Corp.*, 55 B.R. at 899, *In re Windsor Plumbing Supply*, 170 B.R. 503, 517 (Bankr. E.D.N.Y. 1994), *In re Lane*, 68 B.R. 609, 613 (Bankr. D. Hawaii 1986). A court may also apply summary trial procedures for each claim subject to estimation. *In re Apex Oil Corp.*, 92 B.R. 843, 845 (Bankr. E.D. Mo. 1988) (applying summary trial briefing schedule for each claim subject to estimation).

22. In addition to the Court's ability to estimate claims, the Court's equitable powers are codified in section 105(a) of the Bankruptcy Code. Section 105(a) authorizes the Court's authority to "issue any order, process, or judgment that is necessary to carry out the provisions of this title."

23. The Plan Administrator submits that given both the need for an expeditious resolution of the Litigation Claims together with the Debtors' full indemnification by a third-party related to the Litigation Claims should any liability be established, the exercise of the Court's broad powers under section 105(a) to carry out section 502(c) by estimating each of the Litigation Claims at an amount of \$0 for purposes of distribution by the Wind-Down Estates is necessary and appropriate. If the Litigation Claims are not fixed for distribution purposes, the Wind-Down Estates would be required to reserve for amounts far in excess of the Debtors' maximum potential liability related to the Litigation Claims and will interfere with the Plan Administrator's ability to make distributions to Class 4(a) – (e) Claimants. The Plan Administrator further posits that estimating the Litigation Claims as proposed in this Application should not be controversial as the relief requested seeks to estimate the Litigation Claims at the maximum amount of exposure given

the indemnification that exists in this case. The Plan Administrator submits that fixing the Litigation Claims, (without admitting any liability) at \$0 is a necessary step toward fulfilling his duty to timely distribute to the general unsecured creditors in these cases. The Plan Administrator submits that estimating the Litigation Claims is in the best interests of the Litigation Claimants, all creditors of the Wind-Down Estates, and all other parties-in-interest.

Reservation of Rights

24. Without limiting any of the foregoing, the Plan Administrator reserves the right to amend this Application, file additional pleadings in support of this Application or take other appropriate actions, including (i) respond to any allegation that may be raised in a response filed by a claimant or interested party; and/or (ii) object further to any claim for which a claimant provides additional support; and/or (iii) object further to any of the Litigation Claims based on additional information that may be discovered upon further review by the Plan Administrator or through discovery pursuant to the Bankruptcy Rules.

Separate Contested Matter

25. To the extent a response is filed regarding the Litigation Claims and the Plan Administrator is not able to resolve such response, the request for estimation and/or objection to such claim by the Plan Administrator shall be a separate contested matter under Bankruptcy Rule 9014.

Notice

26. Notice of this Application will be provided to (i) the Office of the United States Trustee for the Eastern District of Missouri (Attn: Sirena Wilson, Esq.); (ii) the Claimant; (iii) any other party that has requested notice pursuant to Bankruptcy Rule 2002; and (iv) any other

party entitled to notice pursuant to the Omnibus Procedures Order (collectively, the “**Notice Parties**”).

No Prior Request

27. No prior request for the relief sought herein has been made by the Plan Administrator to this or any other court.

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

Dated: September 13, 2022
St. Louis, Missouri

Respectfully submitted,

CARMODY MACDONALD P.C.

/s/ Robert E. Eggmann

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Exhibit A

Halperin Claims Declaration

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.	§	

**DECLARATION OF ALAN D. HALPERIN IN SUPPORT OF PLAN
ADMINISTRATOR’S APPLICATION FOR AN ORDER PURSUANT TO
11 U.S.C. § 502(c) ESTIMATING THE GENERAL UNSECURED
CLAIM VALUE OF PROOFS OF CLAIM NUMBERED 466 AND 468**

I, Alan D. Halperin, solely in my capacity as Plan Administrator in the above-referenced cases, make this declaration (the “**Declaration**”) under 28 U.S.C. § 1746:

1. I am the Plan Administrator of the Wind-Down Estates of Briggs & Stratton Corporation and its affiliated debtors (the “**Debtors**”).¹

2. Except as otherwise indicated, this Declaration is based upon my personal knowledge; my review of relevant documents (including the Schedules, the Litigation Claims, and the Application); and information provided to me by: (i) a former officer of the Debtors with whom the Wind-Down Estates have entered into a consulting agreement, (ii) former employees of the Debtors who are currently employed by the Purchaser and who provide claims reconciliation support to the Debtors pursuant to a transition services agreement with the Purchaser, (iii) the Debtors’ legal and financial advisors, and/or (iv) my legal counsel and such professionals working directly with me or under my supervision, direction, or control; or my opinion, based upon my experience, knowledge, and information concerning the Debtors’ operations. If called upon to

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

testify, I would testify competently to the facts set forth herein. I am authorized to submit this Declaration on behalf of the Wind-Down Estates, in support of the *Plan Administrator's Application for an Order Pursuant to 11 U.S.C. § 502(c) Estimating the General Unsecured Claim Value of Proofs of Claim Numbered 466 and 468* (the "**Application**").

3. To the best of my knowledge, information, and belief, the assertions made in the Application are accurate. I can confirm that the Plan Administrator's advisors have examined each of the Litigation Claims, any and all documentation provided by the Litigation Claimants with respect to each of the Litigation Claims, the Debtors' respective books and records, and the Schedules, and other documents and have determined that, without admitting any liability, the Debtors are fully indemnified with relation to the Litigation Claims and the total maximum aggregate amount of each of the Litigation Claims would be \$0 due to such indemnification. A copy of the A copy of the License Agreement containing the indemnification agreement is attached as **Exhibit B** to the Application. A copy of the *First Amendment to License Agreement* is attached as **Exhibit C** to the Application. A copy of the *Certificate of Liability Insurance* naming Briggs & Stratton Corporation, among others, as Additional Insureds, is attached as **Exhibit D** to the Application.

4. Failure to estimate each of the Litigation Claims at \$0 will impede and delay my ability to administer the Wind-Down Estates, establish appropriate reserves and make distributions. As such, I believe that the estimation of each of the Litigation Claims at \$0 for distribution purposes only, without admitting any liability, is appropriate.

5. I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.

Dated: September 13, 2022

/s/ Alan D. Halperin
Alan D. Halperin
Solely in His Capacity as Plan Administrator

LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT (this “**Agreement**”) is made as of July 1, 2017 (the “**Effective Date**”) by and between Briggs & Stratton Tech, LLC, a Wisconsin limited liability company (“**Licensor**”), having its principal business office 12301 West Wirth Street, Wauwatosa, Wisconsin 53222, and The Plastics Group, Inc., a Delaware corporation (“**Licensee**”), having its principal business office at 7409 S. Quincy, Willowbrook, IL 60527.

WHEREAS Licensor has the right to grant licenses with respect to the trademarks and trade names of Briggs & Stratton Corporation and Briggs & Stratton Power Products Group, LLC; and

WHEREAS Licensee wishes to use Licensor’s trademarks to market, advertise and promote the sale of fuel containers;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

I. GRANT

1. Grant of License. Licensor hereby grants to Licensee an exclusive for plastic fuel containers of six (6) gallons or less, and non-exclusive for metal fuel containers of six (6) gallons or less, non-transferable license to use the trademarks of Licensor listed in Exhibit A-1 (“**Licensed Trademarks**”) in connection with the marketing, advertising, promotion and sale of the products listed in Exhibit B (“**Licensed Products**”). For the avoidance of doubt, fuel containers containing the nozzle depicted in Exhibit C shall not be Licensed Products and Licensee shall not owe Licensor any fees, payments or other amounts with respect thereto. Licensee may only sell Licensed Products to the categories of customers as described in Exhibit D (“**Licensed Customers**”). Licensee may only sell Licensed Products in the territory as described in Exhibit E (“**Territory**”). All goodwill associated with the Licensed Trademarks shall inure solely to the benefit of Licensor.

2. Approved Products/No Use of Licensed Trademarks With Other Goods/Services. Exhibit F details the Licensed Product line. Any modifications to the product line must be approved in writing by Licensor, which approval shall not be unreasonably withheld, conditioned or delayed. Licensee shall not have the right to use the Licensed Trademarks in connection with any products or services other than Licensed Products, and Licensee shall obtain prior written approval from Licensor (which approval shall not be unreasonably withheld, conditioned or delayed) to use the Licensed Trademarks in connection with any products or services which are modifications of any Licensed Products.

3. No Right to Use Other Marks. Licensee shall not have the right to use any of Licensor’s trademarks except the Licensed Trademarks. Licensee shall not use any other mark or material suggesting affiliation with or sponsorship by Licensor, whether now owned, or in the future owned, by Licensor

4. Exclusivity. During the term of this Agreement, Licensee will not sell in the Territory any Licensed Products comprising fuel containers containing the nozzle depicted in Exhibit F (the “**Press ‘N Pour Nozzle**”) under any brand name other than “GarageBOSS endorsed

by Briggs & Stratton” in the Territory. For fuel containers containing the nozzle depicted in Exhibit G (the “**DSD Nozzle**”), Licensee will not sell in the Territory Licensed Products comprising fuel containers under any brand name other than “Briggs & Stratton” prior to the first commercial sale of the Press ‘N Pour Nozzle in the market; thereafter, Licensee may sell in the Territory any fuel containers utilizing the DSD Nozzle under a generic name. Licensor acknowledges that the “GarageBOSS” trademark is owned by Licensee. During the term of this Agreement, Licensor agrees to (i) not authorize the use of any of the Licensed Trademarks on fuel containers by anyone except Licensee and (ii) not use the trademark GarageBOSS in any manner other than marketing, advertising, promoting and selling the Licensed Products bearing such trademark in accordance with the terms hereof.

5. Quality Assurance Plan and Quality Control.

a. Licensee shall use commercially reasonable efforts to manufacture Licensed Products according to (i) generally accepted industry standards, specifications, protocols, and quality control standards, and (ii) to the extent applicable, Licensor’s reasonable brand standards of which Licensor has provided Licensee reasonable prior written notice (“**Brand Guidelines**” and (i) and (ii), collectively, “**Standards**”). Licensee shall notify all vendors and suppliers involved in manufacturing, marketing, advertising or promoting the Licensed Products on behalf of Licensee of such Standards (as applicable), and shall require that such vendors and suppliers continually meet or exceed such Standards. Licensee shall deliver to Licensor for its review and approval within sixty (60) days of this Agreement a written Quality Assurance Plan describing the manner in which Licensee shall ensure that the Licensed Products (“**Quality Assurance Plan**”) sold under the Licensed Trademarks are manufactured, packaged and sold in accordance with applicable law and regulations, are of high quality and meet any applicable specifications of Licensor set forth in this Agreement and applicable Brand Guidelines.

b. Inspection of Facilities. During Licensee’s regular business hours, Licensor (or its authorized representative) shall have the right at any time, upon at least ten (10) business days’ prior written notice and not more frequently than once per year during the term of this Agreement, to inspect the facilities of Licensee where Licensed Products are manufactured, assembled, tested, packaged or sold, and conduct an examination of Licensed Products present at such facilities, to determine compliance of such facilities and Licensed Products with the Quality Assurance Plan. All information, data, technology, equipment and other materials to which Licensor or its authorized representative are provided access in the course of any such inspection shall be deemed “Confidential Information” of Licensee, subject to **Section 32** hereof.

c. Inspection of Licensed Products. Licensee shall submit for Licensor’s approval a representative sample of each version of product labeling and packaging developed by or on behalf of Licensee which employs the Licensed Trademarks. Such approval shall not be unreasonably withheld, conditioned or delayed, and Licensee may deem approved any such sample in the event Licensee does not receive from Licensor a written rejection thereof within five (5) business days of submitting such sample to Licensor. Licensee further agrees to furnish to the Licensor with a reasonable number of samples of Licensed Products, and any packaging, advertising, and any other consumer or

external facing content, developed by or on behalf of Licensee bearing or using any Licensed Trademark, as Licensor may reasonably request from time to time to assure conformance with the Quality Assurance Plan. Licensor may send samples to a qualified third party laboratory for testing. All transportation costs for shipment of the samples to Licensor shall be borne by Licensee. Lab testing costs for such samples shall be borne by Licensor.

d. Certain Deliverables. Exhibit I sets forth certain key terms of performance by Licensee of its obligations under this Agreement, including but not limited to deliverables, dates for performance of specific actions, and details regarding what constitutes such performance. Licensee acknowledges that compliance with the terms listed in Exhibit I constitutes a material component of Licensee's performance under this Agreement, and that failure to comply with any of the terms set forth in Exhibit I constitutes a material breach of this Agreement.

e. Termination for Breach of Quality Obligations. If at any time the Licensee's facilities, the Licensed Products, or packaging, advertising, or consumer or external facing content developed by or on behalf of Licensee and displaying any Licensed Trademarks, in the reasonable opinion of Licensor, fails to conform in any material respect with the standards of quality in materials, design, workmanship, manufacture, performance, use, advertising and promotion set forth in the Quality Assurance Plan and/or this Agreement, Licensor or its authorized representative shall so notify Licensee in writing. Notwithstanding any other provision of this Agreement, any notification from Licensor rejecting any representative sample submitted by Licensee or otherwise informing Licensee of any issue with respect to any facilities, Licensed Products or other materials, shall include a reasonably detailed explanation of such issue. Upon such notification, Licensee shall use commercially reasonable efforts to remedy such issue. In the event that Licensee has not taken appropriate steps to remedy any such issue within thirty (30) days after written notification by Licensor, Licensor shall have the right to terminate this Agreement, effective immediately upon written notice to Licensee.

6. Compliance with Laws and Supplier's Code of Conduct. Licensee shall ensure that all Licensed Products are manufactured, offered for sale, sold, labeled, packaged, distributed, advertised, marketed, promoted, publicized and otherwise exploited by or on behalf of Licensee in accordance with all applicable laws and regulations in the Territory and the countries in which the Licensed Products are produced, including but not limited to child and other labor laws and regulations, all customs requirements and country of origin regulations, environmental, health and safety related laws and regulations, and laws and regulations regarding the disclosure of information to consumers. Licensee shall monitor the performance of its vendors and suppliers to ensure their compliance with any such applicable laws and regulations. Licensee shall promptly notify Licensor upon learning of any failure by it, a supplier or a vendor to comply with any such laws or regulations and shall take all corrective actions necessary and appropriate to prevent the failure from recurring; and Licensee shall terminate any supplier that Licensee reasonably believes intentionally fails, or has repeatedly failed, to comply with any such applicable laws or regulations. Licensee shall (i) ensure that all Licensed Products are manufactured, offered for sale, sold, labeled, packaged, distributed, advertised, marketed, promoted, publicized and otherwise exploited in compliance with a code of conduct with respect to fair and humane labor and worker's

health and safety practices; and (ii) comply with Briggs & Stratton's Supplier Code of Conduct found at <http://www.basco.com/For%20Suppliers/> which may be updated from time to time; provided, that Licensor shall notify Licensee of any such update. (Licensee shall be considered a "Supplier" as that term is used in such Supplier Code of Conduct.)

7. Licensee Conduct.

a. Licensee will use its commercially reasonable efforts to exploit the license granted in **Section 1** and make Licensed Products available in accordance with this Agreement. At a minimum, Licensee shall actively explore and pursue opportunities to sell and distribute Licensed Products bearing the Licensed Trademark(s) through Licensee's normal distribution channels in the Territory during the term of this Agreement.

b. Licensee shall not intentionally use the Licensed Trademarks in any manner that reflects adversely upon Licensor's name and goodwill. Licensee shall not make any derogatory public comments regarding Licensor or its corporate affiliates, or disclose the terms of this Agreement (except as such disclosure is otherwise expressly permitted in **Section 32** below). Licensee shall not, in connection with its performance under this Agreement, (i) engage in deceptive, misleading, or unethical practices that are or likely to be detrimental to Licensor, its image or its Licensed Trademarks, or (ii) commit any act or do anything tending to bring Licensee into public disrepute, contempt, scandal, scorn or ridicule, or tending to shock, insult or offend the community or outrage public morals or decency, or which is likely to reflect unfavorably on or tarnish Licensor, its image or the Licensed Trademarks. Licensor has the right to immediately terminate this Agreement for violation of this paragraph.

c. Licensor has the right to immediately terminate this Agreement in the event of any material breach by Licensee of this **Section 7**, in the event such material breach has not been cured within thirty (30) days following written notice to Licensee thereof.

8. No Change to Appearance of Marks; Proper Marking.

a. Licensee shall not alter the colors, dimensions or other appearance of the Licensed Trademarks as depicted in Exhibit A without obtaining Licensor's prior written consent. Licensee shall place the trademark symbol "®" or "™" as appropriate (i.e. "®" for those marks identified in Exhibit A as registered trademarks in the relevant jurisdiction and, otherwise, "™") following each use of the Licensed Trademarks. To the extent reasonably feasible, Licensee will indicate in such materials that the Licensed Trademarks are trademarks of Briggs & Stratton and are used under license.

b. Licensor shall not alter the colors, dimensions or other appearance of "GarageBOSS" as depicted in Exhibit A-2 without obtaining Licensee's prior written consent. Licensee shall place the trademark symbol "®" following each use of "GarageBOSS." To the extent reasonably feasible, Licensor will indicate in such materials that the "GarageBOSS" trademark is a trademark of Licensee.

II. OWNERSHIP OF LICENSED TRADEMARKS

9. Licensor's Warranty. Licensor warrants to Licensee that (i) it has all necessary rights and authority to grant to Licensee all licenses and other rights described in this Agreement, (ii) to the best of its knowledge, Licensee's exercise of such licenses and rights under this Agreement in the Territory will not violate the rights of any third party, (iii) neither Licensor nor any of its affiliates has been notified of any claim, proceeding, or other allegation asserting that any of the Licensed Trademarks, or any use thereof, infringes or otherwise violates any rights of any third party, asserting the invalidity, misuse or unenforceability of any of the Licensed Trademarks, contesting the ownership thereof by Licensor or any of its affiliates, or otherwise challenging the validity, enforceability, registrability or other rights of Licensor or any affiliates thereof in any Licensed Trademarks, and (iv) to the best of its knowledge, no third party is infringing or otherwise violating any of the Licensed Trademarks or any rights of Licensor or any of its affiliates therein. Licensor shall notify Licensee upon becoming aware of: (a) any and all actual or suspected infringements or other violations by any third parties of any of the Licensed Trademarks or any rights of Licensor or any of its affiliates in or to any Licensed Trademarks; (b) any claim, proceeding or other allegation by any individual or entity that any of the Licensed Trademarks, or any use thereof (whether by Licensor, Licensee or others), infringes or otherwise violates any rights of any third party; and/or (c) any other claim, proceeding, or other allegation asserting the invalidity, misuse or unenforceability of any of the Licensed Trademarks, contesting the ownership thereof by Licensor or any of its affiliates, or otherwise challenging the validity, enforceability, registrability or other rights of Licensor or any affiliates thereof in any Licensed Trademarks.

10. Limited License. This Agreement grants Licensee only a temporary license to use the Licensed Trademarks in the limited manner described herein. Licensee acknowledges that it is not acquiring any ownership interest in the Licensed Trademarks pursuant to this Agreement.

11. No Affiliation or Sponsorship. Licensee shall not represent that it is affiliated with or sponsored by Licensor other than as a trademark licensee. Licensee shall not contest any trademark registration or trademark application of Licensor for any of the Licensed Trademarks.

12. No Transfer or Sublicense. Licensee is not permitted to transfer or sublicense any rights granted under this Agreement without the prior written approval of Licensor.

13. No Challenge to Trademarks. Licensee acknowledges Licensor's exclusive right, title and interest in and to the Licensed Trademarks, and further acknowledges that nothing herein shall give Licensee any right, title or interest in and to such property except the rights and licenses expressly set forth in this Agreement. Licensee shall not, and warrants and represents that it will not, at any time, either during the term of this Agreement or thereafter, challenge Licensor's ownership of the Licensed Trademarks, challenge the validity of the Licensed Trademarks, or intentionally do or cause to be done or omit to do any act or thing, the doing or omission of which would contest or in any way impair or tend to impair any right, title or interest of Licensor in any of said Licensed Trademarks. Licensor acknowledges and agrees that in the event any Licensed Trademarks should be determined to be invalid or otherwise unenforceable by a court of competent jurisdiction in the Territory or are held to infringe or otherwise violate the rights of any individual or entity, Licensee may terminate this Agreement immediately upon written notice to Licensor,

and Licensee shall not be obligated to pay any additional royalties, payments, or other amounts that may become due after such date under this Agreement. However, Licensee acknowledges and agrees that in such event it shall not be entitled to reimbursement of any royalties previously paid.

III. OWNERSHIP OF GARAGEBOSS TRADEMARK

14. Licensee's Warranty. Licensee warrants to Licensee that, (i) it has all necessary rights and authority to enter into this Agreement, (ii) to the best of its knowledge, Licensee's use of the GarageBOSS trademark under this Agreement in the Territory will not violate the rights of any third party, (iii) neither Licensee nor any of its affiliates has been notified of any claim, proceeding, or other allegation asserting that the GarageBOSS trademarks, or any use thereof, infringes or otherwise violates any rights of any third party, asserting the invalidity, misuse or unenforceability of the "GarageBOSS" trademarks, contesting the ownership thereof by Licensee or any of its affiliates, or otherwise challenging the validity, enforceability, registrability or other rights of Licensee or any affiliates thereof in the "GarageBOSS" trademark, and (iv) to the best of its knowledge, no third party is infringing or otherwise violating the "GarageBOSS" trademarks or any rights of Licensee or any of its affiliates therein. Licensee shall notify Licensor upon becoming aware of: (a) any and all actual or suspected infringements or other violations by any third parties of any of the "GarageBOSS" trademarks or any rights of Licensee or any of its affiliates in or to the "GarageBOSS" trademarks; (b) any claim, proceeding or other allegation by any individual or entity that any of the "GarageBOSS" trademarks, or any use thereof (whether by Licensee or others), infringes or otherwise violates any rights of any third party; and/or (c) any other claim, proceeding, or other allegation asserting the invalidity, misuse or unenforceability of any of the "GarageBOSS" trademarks, contesting the ownership thereof by Licensee or any of its affiliates, or otherwise challenging the validity, enforceability, registrability or other rights of Licensee or any affiliates thereof in the "GarageBOSS" trademarks.

15. Acknowledgement. Licensor acknowledges that it is not acquiring any license or ownership interest in the "GarageBOSS" trademarks pursuant to this Agreement.

16. No Affiliation or Sponsorship. Licensor shall not represent that it is affiliated with or sponsored by Licensee. Licensor shall not contest any trademark registration or trademark application of Licensee for the "GarageBOSS" trademarks.

17. No Transfer or Sublicense. Licensee is not permitted to transfer any rights granted under this Agreement without the prior written approval of Licensee.

18. No Challenge to Trademarks. Licensor acknowledges Licensee's exclusive right, title and interest in and to the "GarageBOSS" trademarks, and further acknowledges that nothing herein shall give Licensor any right, title or interest in and to such property. Licensor shall not, and warrants and represents that it will not, at any time, either during the term of this Agreement or thereafter, challenge Licensee's ownership of the "GarageBOSS" trademarks, challenge the validity of the "GarageBOSS" trademarks, or intentionally do or cause to be done or omit to do any act or thing, the doing or omission of which would contest or in any way impair or tend to impair any right, title or interest of Licensee in the "GarageBOSS" trademarks.

IV. PAYMENTS

19. Amount of Royalty Payments. In exchange for the license by Licensor to Licensee of the Licensed Trademarks as provided herein, Licensee shall pay Licensor

a. for fuel containers with the Press N' Pour Nozzle, a royalty of one-half of one percent (1/2%) of the Net Selling Price (as defined below), each calendar quarter after the first use of the Press N' Pour Nozzle by Licensee,

b. for fuel containers with the DSD Nozzle and carrying any Licensed Trademark that are sold to any Licensed Customer other than Power Distributors, LLC, a royalty of one percent (1%) of the Net Selling Price (as defined below), each quarter following the Effective Date, and

c. for fuel containers with the DSD Nozzle and carrying any Licensed Trademark that are sold to Power Distributors, LLC, a royalty of four percent (4%) royalty plus a two percent (2%) marketing fee, in each case, of the Net Selling Price (as defined below), each quarter following the Effective Date.

20. Net Selling Price. "Net Selling Price" shall mean the gross sales price Licensee invoices Licensed Customers for the sale of all Licensed Products on which any Licensed Trademark is used, less allowances for defective returns, taxes, and shipping charges. No deduction from Net Selling Price shall be allowed for any defective return that occurs more than 90 days after the date of invoice for the returned product.

21. Timing of Royalty Payments. Licensee shall pay royalties under this Agreement quarterly within fifty (50) days after the end of each fiscal quarter by Automated Clearing House debit to the account specified by Licensor. At the time of each payment, Licensee shall deliver to Licensor a report providing detailing the Licensed Products sold, gross revenue and net sales of each of the Licensed Products, discounts, returns, allowances and other deductions. The format of, and the content to be included in, the report is attached to this Agreement as Exhibit J and may be reasonably revised by Licensor and Licensee from time to time as they may mutually agree in writing. In the event that Licensee fails to pay undisputed royalties when due, Licensee shall be obligated to pay a late payment fee equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by law for the period of time that the payment was delayed beyond its due date.

22. When Sales Are Made. A royalty obligation shall accrue upon the sale of the Licensed Products regardless of the time of collection of receivables with respect thereto by Licensee. For purposes of this Agreement, a sale of Licensed Product shall be considered to have occurred upon the date when such Licensed Products is billed, invoiced, shipped, or paid for, whichever event occurs first.

23. Accurate Books and Records. Licensee shall keep accurate and complete books and records of its calculation and payment of royalties due hereunder during the term of this Agreement and for one (1) year from the effective date of termination or expiration of this Agreement. On at least thirty (30) days written notice, during Licensee's normal business hours and no more frequently than once per year, Licensor shall have the right to examine and audit such

books and records. In the event that an audit reveals an underpayment in the amount of owed to Licensor from what was actually paid, Licensee shall pay such underpayment, plus interest, calculated at the rate of the lesser of one and one-half percent (1.5%) per month and the maximum amount permitted by applicable law for the period of time that the underpayment remains outstanding. If any audit discloses that Licensee owes royalties to Licensor in excess of ten percent (10%) of the royalties paid during the audited time period, Licensee shall pay the amount of the underpayment and the reasonable costs incurred directly by Licensor in carrying out such audit.

V. PRODUCT INDEMNITY

24. Indemnification by Licensor. Licensor will indemnify and hold harmless Licensee, its subsidiaries, affiliates and agents, and the directors, members, officers, agents, representatives, and employees of Licensee and its subsidiaries, affiliates and agents, from and against any and all claims, damages, obligations, fines, judgments, penalties, costs, expenses, lawsuits, liabilities or losses of any kind and nature, (collectively, “Losses”) arising from a breach by Licensor of its warranty stated in **Section 9** of this Agreement or any other allegation by any individual or entity that any Licensed Trademarks, or any use thereof in accordance with the terms of this Agreement, infringe or otherwise violate any rights of any individual or entity. Licensee shall give Licensor written notice of any such claims within thirty (30) days of Licensee becoming aware of any claim being made against Licensee and thereafter Licensor shall promptly attend to the defense or settlement thereof at Licensor’s own cost and expense. Should Licensee provide written notice of such claim after thirty (30) days, Licensor will still indemnify Licensee, but only to the extent such delay did not materially prejudice Licensor’s ability to defend such claim. Licensor shall have the right to select counsel and settle and/or control such claim. Licensee will, at Licensor’s reasonable expense, provide Licensor with all cooperation reasonably requested by Licensor in connection with such defense.

25. Indemnification by Licensee. Licensee will indemnify and hold harmless the Licensor, its directors, officers, agents, representatives, employees, subsidiaries, affiliates and agents from and against any and all Losses including without limitation any claims involving product liability, personal injury, damage to property, noncompliance with any statute, regulation, local ordinance or government order or other types of damages and reasonable attorneys fees, costs of investigation and court costs (excluding any Losses for which Licensor is obligated to indemnify Licensee under **Section 19** above and Losses caused by the negligent act or omission, or willful misconduct, of Licensor or any affiliates, subsidiaries or agents thereof) that arise as a result of (i) any act or omission of Licensee in connection with its performance of obligations and exercise of its rights under this Agreement (including the design, manufacture assembly, formation, distribution, sale, use and disposition of the Licensed Products) or (ii) a breach of this Agreement by Licensee. Licensor shall give Licensee written notice of any such claims within thirty (30) days of any claim being made against Licensor and thereafter Licensee shall promptly attend to the defense or settlement thereof at Licensee’s own cost and expense. Should Licensor provide written notice of such claim after thirty (30) days, Licensee will still indemnify Licensor, but only to the extent such delay did not materially prejudice Licensee’s ability to defend such claim. Licensee shall have the right to select counsel and settle and/or control such claim. Licensor will, at Licensee’s reasonable expense, provide Licensee with all cooperation reasonably requested by Licensee in connection with such defense.

26. Liability Insurance. Licensee shall, throughout the term of this Agreement of this Agreement, maintain at its own cost a liability insurance policy including contractual and product liability coverage with broad form vendor's endorsement, with single limits of not less than Five Million Dollars (\$5,000,000) or other such figure agreed upon by the parties in writing, and shall name Licensor as additional insured. Licensee shall provide Licensor with a copy of such endorsement and at least 30 days prior written notice of cancellation of the policy or of any material change in coverage.

VI. OTHER PROVISIONS

27. Marketing Support. Licensor will use good faith efforts to support Licensee by, for example, including Licensed Products on Licensor's corporate websites, providing assistance with public relations, marketing and communications relating to the Licensed Products, and by working with Licensee to build awareness, sales and recognition of Licensed Products in Licensor's sales and distribution channels. Licensor will also promote the Licensed Products in its social media platforms and industry exhibitions.

28. Product Recall. Licensee will recall any Licensed Product to the extent such recall is required by any applicable laws or regulations, and shall bear any and all costs incurred related to any product recall of Licensed Products. In addition, in the event of a government-ordered recall, Licensee will consult with Licensor regarding all material aspects of handling such recall. Licensee agrees that adequate identification stamping will be placed on finished Licensed Products to facilitate any product recall that may be declared. Licensee will promptly inform Licensor of any and all material communications with government agencies related to mandated recalls of Licensed Products.

29. Product Warranty. Licensee shall provide a warranty for each Licensed Product, and shall be solely responsible for performing its obligations under that warranty both during and after the term of this Agreement. The warranty for the Licensed Products shall be comparable to the warranty coverage offered by Licensee for like products.

30. Customer Support. Licensee shall have the sole responsibility for providing first-level telephone support to purchasers of Licensed Products (i.e. "**customers**") and training customers with respect to the Licensed Products sold by Licensee. Without limiting Licensee's other obligations in this paragraph, Licensee shall at all times maintain a sufficient level of understanding of the Licensed Products to enable Licensee to provide basic technical information to customers regarding the Licensed Products, to sell and service the Licensed Products, and to provide assistance and support to customers. Licensee shall make available an appropriate number of customer service representatives to respond to customers' calls during standard business hours.

31. Effective Date; Term. This Agreement takes effect as of the Effective Date listed above shall continue in effect thereafter for an initial term expiring on April 30, 2020, after which this Agreement shall continue in effect for successive three (3) year renewal terms, until terminated at any time by either party upon at least 90 days prior written notice to the other party. Notwithstanding the foregoing, (a) each party may terminate this Agreement immediately upon written notice to the other party if the other party materially breaches any of the terms of this

Agreement and fails to cure such material breach within thirty (30) days following written notice to the breaching party thereof.

32. Cessation of Use. Notwithstanding any other provision of this Agreement, upon expiration or termination of this Agreement, unless termination is based on Licensee's material breach of this Agreement that damages the goodwill or reputation associated with the Licensed Trademarks, Licensee shall be permitted for a period of six (6) months (or such longer period agreed in writing by Licensor and Licensee) to sell its then-existing inventory of Licensed Products bearing the Licensed Trademarks, subject to the restrictions stated in **Section I**, the payment obligations stated in **Section III** and the other provisions of this Agreement. Upon expiration or termination of this Agreement, Licensee shall in all other respects immediately cease and desist from all uses of the Licensed Trademarks. Licensee shall not thereafter use or assist a third party in using any word, illustration, trademark, or design which is confusingly similar to any Licensed Trademarks.

33. Entire Agreement; No Waiver. This Agreement constitutes the entire agreement between the parties relating to the subject matter. The waiver by either party of any breach, violation, or default of this Agreement shall not be construed as a waiver of any other preceding or subsequent breach, violation, or default.

34. No Joint Venture or Partnership. This Agreement does not create a joint venture or partnership between the parties. The parties are independent contractors and do not have authority to legally bind each other.

35. Governing Law; Notices. This Agreement shall be construed in accordance with the laws of the State of Wisconsin. Any notices hereunder shall be in writing and shall be sent to the parties addressed as specified above and shall be effective upon receipt by the addressee.

36. Survival. Those provisions of this Agreement which by their context are required to survive the termination of this Agreement shall survive any termination of this Agreement.

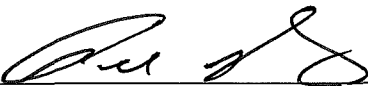
37. Confidentiality. Each party acknowledges that the other party has provided and/or may provide it with product designs, drawings, specifications, production schedules, test data, management and operations related documents, products, prospects, inventions, financial information, know-how, designs, drawings, schematics, formulations, ingredients, samples, processes, prototypes, processing and control information, product performance data, manuals, supplier lists, lists of existing or prospective customers, marketing, advertising and promotional research and plans, purchase and sales records, warranty and repair records, and other similar information, data and materials ("**Confidential Information**"). All Confidential Information (a) shall be deemed confidential and proprietary to the party owning the respective Confidential Information, (b) shall be kept confidential by the receiving party and not, without the other party's prior written consent, divulge to any individual or entity other than those employees, vendors, suppliers and other representatives and agents who need to know such Confidential Information to perform such receiving party's rights or exercise its obligations under this Agreement, and (c) unless otherwise agreed in writing by the parties, shall be used by the receiving party solely to perform its obligations and exercise its rights under this Agreement. Each party shall be and remain responsible for any use of the other party's Confidential Information by such party's

employees, representatives and agents. Notwithstanding the foregoing, in the event disclosure of Confidential Information is mandated or requested by applicable laws or regulations, or by an order of a court or governmental or law enforcement agency or other authority, each of competent jurisdiction, then (1) if not so prohibited by a regulatory, law enforcement or other governmental authority or an order of a court of competent jurisdiction, the receiving party shall promptly notify the other party of such requirement, (2) if so requested by the other party, the receiving party shall use good faith efforts, in consultation with the other party, to secure a protective order or other confidential treatment of the Confidential Information to be disclosed, and (3) the receiving party shall furnish only that portion of the Confidential Information required to be disclosed. Confidential Information shall not include any information that a party is able to demonstrate:

- (i) was in its possession prior to receipt from the other party as shown by contemporaneous written records;
- (ii) was in the public domain at the time of receipt from the other party;
- (iii) has become part of the public domain through no breach of this Agreement by such party (or any of its representatives or agents);
- (iv) was lawfully received by such party from a third party having a right to disclose it to such party as shown by contemporaneous written records; or
- (v) was subsequently and independently developed by employees of such party who had no knowledge of the applicable Confidential Information disclosed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the Effective Date.

THE PLASTICS GROUP, INC.

By 
Name: Paul Feidy
Title: VP of Marketing

BRIGGS & STRATTON TECH, LLC


By 
Name: Randall Richard Carpante
Title: President

EXHIBIT A-1

LICENSED TRADEMARKS



United States of America

Mark	Registration Number	Licensed Goods
BRIGGS & STRATTON & DESIGN	3291606	Non-metal fuel containers

EXHIBIT A-2

LICENSED TRADEMARKS



GARAGE BOSS PRESS 'N POUR™
2+ GALLON GASOLINE CAN

ENDORSED
BRIGGS & STRATTON
PRODUCT

**SIMPLE PRESS
BUTTON OPERATION**
FUNCIONAMIENTO CON UN SIMPLE BOTÓN

**ULTRA FAST
FLOW RATE**
VELOCIDAD DE CAUDAL ULTRARRÁPIDO

**SPOUT EXTENSION
INCLUDED**
PROLONGADOR DE LA BOQUILLA INCLUIDO

**PRECISE
FLOW
CONTROL**

Please Read Operating Instructions and **WARNINGS** Before Use.

WARNING: Never use gas to start or accelerate a fire. May cause severe injury or death. Keep away from any source of flame or ignition. MODEL# GB320

EXHIBIT B

LICENSED PRODUCTS

Portable fuel containers of six (6) gallons or less, with Press 'N Pour nozzles

Fuel containers of (6) six gallons or less, with DSD Nozzles

EXHIBIT C

EXCLUDED PRODUCTS



EXHIBIT D

LICENSED CUSTOMERS

Big Box Hardware Retailers (e.g., Lowe's, The Home Depot), Mass Merchants (e.g., Walmart, Meijer), Hardware Co-ops (e.g., Ace, True-Value), Farm Supply (e.g., Tractor Supply, Blains Farm and Fleet), Automotive Retailers (e.g., Pep Boys, O'Reiley's), Convenience Stores (e.g., 7-11, Circle-K), Membership Clubs (e.g., Sam's Club, Costco), online retailers (e.g., Amazon) and Power Distributors, LLC.

EXHIBIT E

TERRITORY

United States of America, its territories and possessions.

EXHIBIT F

APPROVED PRODUCT LINE

GarageBOSS Press 'N Pour Portable Fuel Containers

<i>Model #</i>	<i>UPC</i>	<i>Description</i>
GB010	0 60534 10010 2	GarageBOSS Press 'N Pour 1+ Gallon Gas Can (L&G)
GB020	0 60534 10020 1	GarageBOSS Press 'N Pour 2+ Gallon Gas Can (L&G)
GB051	0 60534 10051 5	GarageBOSS Press 'N Pour 5 Gallon Gas Can (L&G)
GB056	0 60534 10056 0	GarageBOSS Press 'N Pour 5 Gallon Diesel Can (L&G)
GB059	0 60534 10059 1	GarageBOSS Press 'N Pour 5 Gallon Kerosene Can (L&G)
GB411	0 60534 10411 7	GarageBOSS Press 'N Pour Replacement Spout (L&G)
GB310	0 60534 10310 3	GarageBOSS Press 'N Pour 1+ Gallon Gas Can
GB320	0 60534 10320 2	GarageBOSS Press 'N Pour 2+ Gallon Gas Can
GB351	0 60534 10351 6	GarageBOSS Press 'N Pour 5 Gallon Gas Can
GB356	0 60534 10356 1	GarageBOSS Press 'N Pour 5 Gallon Diesel Can
GB359	0 60534 10359 2	GarageBOSS Press 'N Pour 5 Gallon Kerosene Can
GB110	0 60534 10110 9	GarageBOSS Press 'N Pour 1+ Gallon Gas Can 4PK
GB120	0 60534 10120 8	GarageBOSS Press 'N Pour 2+ Gallon Gas Can 4PK
GB410	0 60534 10410 0	GarageBOSS Press 'N Pour Replacement Spout
GB070	0 60534 10070 6	GarageBOSS Press 'N Pour 1.5 Gallon Combo Can
GB040	0 60534 10040 9	GarageBOSS Press 'N Pour 5 Gallon Metal Gas Can
GB045	0 60534 10045 4	GarageBOSS Press 'N Pour 5 Gallon Metal Diesel Can
GB061	0 60534 10061 4	GarageBOSS Press 'N Pour 6 Gallon Gas Can

Briggs & Stratton SmartFill Portable Fuel Containers (DSD Spout)

<i>Model #</i>	<i>UPC</i>	<i>Description</i>
85013	0 60534 85013 7	Briggs & Stratton SmartFill 1 + Gallon Gas Can
86013	0 60534 86013 6	Briggs & Stratton SmartFill 1 + Gallon Gas Can - 4 Pack -Costco Bundle
95013	0 60534 95013 4	Briggs & Stratton SmartFill 1 + Gallon Gas Can - Walmart Garden D16
97013	0 60534 97013 2	Briggs & Stratton SmartFill 1 + Gallon Gas Can - Walmart Automotive D10
85023	0 60534 85023 6	Briggs & Stratton SmartFill 2 + Gallon Gas Can
86023	0 60534 86023 5	Briggs & Stratton SmartFill 2 + Gallon Gas Can - 4 Pack - Costco Bundle
95023	0 60534 95023 3	Briggs & Stratton SmartFill 2 + Gallon Gas Can - Walmart Garden D16
97023	0 60534 97023 1	Briggs & Stratton SmartFill 2 + Gallon Gas Can - Walmart Automotive D10
85053	0 60534 85053 3	Briggs & Stratton SmartFill 5 Gallon Gas Can
95053	0 60534 95053 0	Briggs & Stratton SmartFill 5 Gallon Gas Can - Walmart Garden D16
97053	0 60534 97053 8	Briggs & Stratton SmartFill 5 Gallon Gas Can - Walmart Automotive D10
85060	0 60534 85060 1	Briggs & Stratton SmartFill 6 GALLON Gallon Gas Can
85056	0 60534 85056 4	Briggs & Stratton SmartFill 5 Gallon Diesel Can

97056	0 60534 97056 9	Briggs & Stratton SmartFill 5 Gallon Diesel Can - Walmart Automotive D10
85059	0 60534 85059 5	Briggs & Stratton SmartFill 5 Gallon Kerosene Can
95059	0 60534 85059 5	Briggs & Stratton SmartFill 5 Gallon Kerosene Can 2 pk
97059	0 60534 97059 0	Briggs & Stratton SmartFill 5 Gallon Kerosene Can -Walmart Automotive D10
85310	0 60534 85310 7	Briggs & Stratton SmartFill 1.5 Gallon Combo Can
88023	0 60534 88023 3	Briggs & Stratton SmartFill 2 + Gallon Gas Can Display Case
88053	0 60534 88053 0	Briggs & Stratton SmartFill 5 Gallon Gas Can Display Case
85043	0 60534 85043 4	Briggs & Stratton SmartFill 5 Gallon Metal Gas Can
85740	0 60534 85740 2	Briggs & Stratton SmartFill 5 Gallon Metal Diesel Can
97553	0 60534 97553 3	Briggs & Stratton SmartFill 5 Gallon Disaster DC Pallet - 45 cans
85040	0 60534 85040 3	Briggs & Stratton SmartFill Replacement Spout
98053	0 60534 98053 7	Briggs & Stratton SmartFill 5 Gallon Gas Can - Amazon 3 pk

EXHIBIT G

DSD Nozzle



EXHIBIT H

Press 'N Pour Nozzle



EXHIBIT I

DELIVERABLES

Required Information for Quarterly Update Meetings

- **Market & Channel Update and Strategy Review**
 - List of customers to be approaching in upcoming quarter
 - Market update and competitive review
 - Marketing Support
 - Review and discuss Licensee's and Licensor's previous quarter marketing efforts and make adjustments to marketing plan for future quarters
- **Sales Update**
 - Sales projections - next quarter and full year
 - Year-to-Date Sales (provided quarterly)
 - Sales by \$ and Units by Major Customer / Channel (e.g. Home Depot, Walmart, Farm Stores, Power Distributors, etc.)
 - Sales by \$ and Units by SKU (e.g. 1 gal, 2 gal, 5 gal, etc.)
- **Safety, Quality & Customer Service Update**
 - Safety claims (e.g. CPSC, etc.)
 - Pending litigation
 - Online ratings and reviews
 - Defect rate (1st Pass Yield)
 - Warranty rate
 - Service level tracking by customer
 - Customer service call tracking

EXHIBIT I (cont.)

DELIVERABLES

Other Required Information

- Provide proof of compliance with state and federal laws and regulations relevant to the portable fuel container product category including quality related registration certificates.
- Provide copy of quality assurance and/or quality control plan within 60 days of start of signed Agreement.
- Provide copy of quality system management certifications (e.g. ISO, etc.) (if applicable)
- Provide proof of insurance

EXHIBIT J

BRIGGS & STRATTON ROYALTY REPORT CALCULATION FORM

Licensee:

Country:

Quarter and Year:

Royalty Payment Information	Local Currency	Multiply by Conversion Rate	US \$
Total net sales for this Country			
Royalty Rate %			
Total Royalties Earned this Quarter for this Country			
Late Fee (if applicable – refer to contract)			
Total Royalties Remitted this Quarter for this Country			
Total Royalties Remitted this Quarter for All Countries			

Royalty Payment History	This Country US \$	All Countries US \$
Total Royalties Paid First Quarter		
Total Royalties Paid Second Quarter		
Total Royalties Paid Third Quarter		
Total Royalties Paid Fourth Quarter		
Total Royalties Paid Year-To-Date		

Submitted By: _____

Title: _____ Date: _____

Send this completed and signed form with confirmation of wire transfer payment to: Brian Kieffer, Assistant Marketing Manager, Kieffer.Brian@basco.com, Steve Kruger, Director - Brand Marketing, kruger.steve@basco.com and Erin Donovan Senior Financial Analyst, donovan.erin@basco.com, Kathleen Claussen, Financial Analyst, claussen.kathleen@basco.com, all at Briggs & Stratton Corporation, PO Box 702, Milwaukee, WI 53201-0702. Also send a copy to John Merrick, President, Lemur Licensing, Inc. John_merrick@lemurlicensing.com, 790 Parkside Trail, Marietta, GA 30064.

127242972v4

FIRST AMENDMENT TO LICENSE AGREEMENT

This AMENDMENT dated May 23, 2018 modifies the License Agreement dated July 1, 2017 (the "Agreement") between Briggs & Stratton Tech, LLC ("B&S") and The Plastics Group, Inc ("TPG")

WHEREAS, B&S and TPG entered into the Agreement for Briggs & Stratton branded fuel containers;

WHEREAS, the assets of TPG have been acquired by Beaconhouse Capital, and the new entity is named TPG Plastics LLC; and

WHEREAS TPG Plastics LLC, will continue to manufacture, sell and market products under the Agreement

NOW THEREFORE, in consideration of the mutual covenants and premises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

The Agreement is modified as follows

- 1 Effective May 23, 2018, all references to Licensee shall mean TPG Plastics LLC, a Delaware corporation ("Licensee"), having its principal business office at 7409 S. Quincy, Willowbrook, IL 60527
- 2 Effective May 23, 2018, TPG Plastics LLC assumes all rights, responsibilities and obligations of TPG under the Agreement

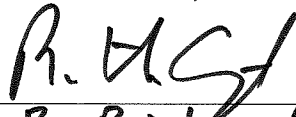
The Parties agree that all other terms and conditions contained in the Agreement shall remain unchanged, and shall be applied as they have been during the course of performance of the Agreement to date

IN WITNESS WHEREOF, the parties have caused this AMENDMENT to be executed by their duly authorized representatives

TPG Plastics LLC

By 
Name. Pavel Smyshlyayev
Title Chief Financial Officer
Date. 09/06/2018

Briggs & Stratton Tech, LLC

By 
Name: R. Richard Carpenter
Title: VP Corp Mktg
Date 10 Sep 18

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/3/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant Group Inc - Toledo 811 Madison Ave Toledo OH 43604	CONTACT NAME: PHONE (A/C, No, Ext): 419-255-1020		FAX (A/C, No): 419-255-7557
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED Watermill-TPG Holdings Corp. and each of its subsidiaries c/o The Watermill Group 7409 S Quincy St Willowbrook IL 60527	INSURER A: Hartford Underwriters Ins Co		30104
	INSURER B: First Mercury Insurance Co		10657
	INSURER C: Westfield Insurance Company		24112
	INSURER D: Great American E & S Ins Co		37532
	INSURER E: Navigators Specialty Ins Co		36056
	INSURER F: NATIONAL SURETY CORP		21881

COVERAGES

CERTIFICATE NUMBER: 1259154861

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ILCGL000003752905	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp. Ben. \$ 1,000,000
C	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CWP0983909	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		XS330731903	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	45WEBU6758	5/5/2017	5/5/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Umbrella I	Y		NY16EXC826993IC	12/31/2017	12/31/2018	Occ/Aggre 5,000,000
F	Excess Umbrella II	Y		SHX00024655755	12/31/2017	12/31/2018	Occ/Aggre 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GL SIR: \$250,000 for mfg. gas cans; \$10,000 all other products.

GL SIR: \$250,000 for mfg. gas cans; \$10,000 all other products. Briggs & Stratton & all direct & indirect wholly owned subsidiaries are included as Additional Insureds, Vendors, when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Briggs & Stratton Corporation & all direct & indirect wholly owned subsidiaries
 PO Box 702
 Milwaukee WI 53201-0702

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Judy K. Wilson

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