

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

<p>In re:</p> <p>BRIGGS & STRATTON CORPORATION, et al.,</p> <p style="padding-left: 100px;">Debtors.¹</p>	§ § § § § § § § § §	<p>Chapter 11</p> <p>Case No. 20-43597-399</p> <p>(Joint Administration Requested)</p> <p>Hearing Date: July 21, 2020</p> <p>Hearing Time: 10:00 a.m. (Central Time)</p> <p>Hearing Location: Courtroom 5 North, 111 S. 10th St., St. Louis, MO 63102</p>
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**DEBTORS' APPLICATION FOR AUTHORITY
TO EMPLOY CARMODY MACDONALD P.C. AS
LOCAL RESTRUCTURING COUNSEL FOR THE DEBTORS**

NOW COME Briggs & Stratton Corporation and its debtor affiliates, as debtors and debtors in possession (each a “Debtor” and, collectively, the “Debtors”) in the above-captioned Chapter 11 Cases (the “Chapter 11 Cases”) and apply to this Court for authority to employ the firm of Carmody MacDonald P.C. (“Carmody MacDonald”) as their local restructuring counsel. In support of this application (this “Application”), the Debtors show the Court as follows:

Relief Requested

1. By this Application, the Debtors respectfully request the entry of an order,² pursuant to Section 327(a) of title 11 of the United States Code (the “Bankruptcy Code”), authorizing the Debtors to retain Carmody MacDonald as their local restructuring counsel in these Chapter 11 Cases, effective as of July 20, 2020 (the “Petition Date”), as well as to provide

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are: Briggs & Stratton Corporation (2330), Billy Goat Industries, Inc. (4442), Allmand Bros., Inc. (4710), Briggs & Stratton International, Inc. (9957), and Briggs & Stratton Tech, LLC (2102). The address of the Debtors’ corporate headquarters is 12301 West Wirth Street, Wauwatosa, Wisconsin 53222.

² A copy of the proposed order will be made available on the Debtors’ case information website at <http://www.kccllc.net/Briggs> (the “Claims Agent Website”).



advice and counsel regarding such other matters as may be appropriate.

Jurisdiction

2. This Court has jurisdiction over this Application under 28 U.S.C. § 1334. Venue of these Cases is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

Background

3. The Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code on the Petition Date. The Debtors are listed on Schedule 1 attached hereto. The employer tax identification numbers and addresses for each of the Debtors are set forth in each such Debtor's chapter 11 petitions.

4. The Debtors have continued in possession of their property and have continued to operate and manage their businesses as debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. No request has been made for the appointment of a trustee or examiner, and no official committee has been appointed in these Chapter 11 Cases.

5. Additional information regarding the Debtors' businesses and capital structure and the circumstances leading to the commencement of these chapter 11 cases is set forth in the *Declaration of Jeffrey Ficks, Financial Advisor of Briggs & Stratton Corporation, in Support of the Debtors' Chapter 11 Petitions and First Day Motions*, sworn to on the date hereof (the "**Ficks Declaration**")³ which has been filed with the Court contemporaneously herewith and is incorporated by reference herein.

³ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Ficks Declaration. All dollar (\$) references in this Motion are to the U.S. dollar, unless stated otherwise.

Basis for Relief

6. The Debtors have selected Carmody MacDonald as their local restructuring counsel because the firm is qualified to provide the services necessary to prosecute these Chapter 11 Cases, as well as to perform all services necessary and desirable in these Chapter 11 Cases and advise the Debtors in such other matters as may be appropriate. Carmody MacDonald has experience and knowledge in Chapter 11 restructurings, as well as bankruptcy litigation, corporate governance, financing transactions, and other complementary areas of law.

7. The Debtors believe that the employment of Carmody MacDonald is necessary and in the best interests of the Debtors' estates. The Debtors must be represented in this case by Missouri counsel who have not only restructuring experience, but also expertise in various other specialties. The legal services to be provided by Carmody MacDonald include, without limitation, the following:

(a) advising the Debtors with respect to their rights and obligations as debtors-in-possession and regarding other matters of bankruptcy law;

(b) assisting in the preparation and filing of any petitions, motions, applications, schedules, statements of financial affairs, plans of reorganization, disclosure statements, and other pleadings and documents that may be required in these Chapter 11 Cases;

(c) representing the Debtors at hearings, including with respect to plans of reorganization, disclosure statements, confirmation and related hearings, and any adjourned hearings thereof;

(d) representing the Debtors in adversary proceedings and other contested matters;

(e) representing the Debtors in connection with debtor-in-possession financing arrangements; and

(f) counseling the Debtors on other matters that may arise in connection with the Debtors' reorganization proceedings and their business operations.

8. The Debtors have retained Weil, Gotshal & Manges LLP ("**Weil**") as their lead restructuring counsel and Foley & Lardner LLP ("**Foley**") as their special counsel. Due to the size and the complexity of these Chapter 11 Cases, the Debtors believe it is appropriate to continue to be represented by Weil, as lead counsel, and Foley, as special counsel, and to retain Carmody MacDonald, a St. Louis-based firm, as its local counsel. Carmody MacDonald has extensive experience with the local bankruptcy bar and rules of this Court and is available locally to attend hearings and address issues, especially on an immediate basis. Carmody MacDonald will work closely with the Debtors, Weil, Foley, and the Debtors' other retained professionals to clearly delineate each professional's respective duties and to prevent unnecessary duplication of services whenever possible. Either Weil, Foley, or another firm will represent the Debtors in connection with any matter in which Carmody MacDonald cannot represent the Debtors because of an actual or potential conflict of interest.

9. In light of the size of these Chapter 11 Cases and the large amount of complex work that will need to be performed, the services of Carmody MacDonald are necessary and appropriate to ensure that the Debtors' interests are protected. Combining the resources of Weil and Carmody MacDonald will foster the dual goals of efficient and effective representation before this Court and will work to the benefit of the Debtors.

10. To the best of the Debtors' knowledge, based on and subject to the accompanying *Declaration of Robert E. Eggmann In Support of the Debtors' Application for Authority to*

Employ Carmody MacDonald P.C. as a Local Counsel Restructuring Counsel for the Debtors (the “**Eggmann Declaration**”), which is attached hereto as **Exhibit A**, Carmody MacDonald does not hold or represent any interest adverse to the Debtors’ estates; Carmody MacDonald is a “disinterested person” as that phrase is defined in Section 101(14) of the Bankruptcy Code, as modified by Section 1107(b) of the Bankruptcy Code; and Carmody MacDonald’s employment is necessary and in the best interests of the Debtors’ estates.

11. To the best of the Debtors’ knowledge, Carmody MacDonald does not have any connection with the Debtors, their creditors, other parties in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the office of the United States Trustee, other than as set forth in the Eggmann Declaration. As disclosed in the Eggmann Declaration, Carmody MacDonald represents or has represented certain of the Debtors’ administrative agents, lenders, banks, customers, and other parties in interest in matters unrelated to these Chapter 11 Cases. Carmody MacDonald has informed the Debtors of its ongoing representation of these entities, and the Debtors have consented to Carmody MacDonald’s continued representation of these entities in matters unrelated to this case. The Debtors submit that the information disclosed in the Eggmann Declaration does not preclude Carmody MacDonald from representing the Debtors under applicable law and ethics rules.

12. Carmody MacDonald does not and will not represent in these Chapter 11 Cases any other entity that has an interest adverse to the Debtors’ estates.

13. Carmody MacDonald has indicated its willingness to serve as local restructuring counsel to the Debtors and to receive compensation and reimbursement in accordance with its billing procedures for services rendered and expenses incurred on behalf of the Debtors, in

accordance with the provisions of Sections 327, 330, and 331 of the Bankruptcy Code, or as otherwise ordered by the Court.

14. Carmody MacDonald's requested compensation for professional services rendered to the Debtors will be based on the hours actually expended by each assigned professional at that professional's hourly billing rate for this matter, as well as reimbursement for reasonable and necessary expenses that Carmody MacDonald customarily bills to its clients.

15. The range of hourly billing rates of Carmody MacDonald partners for this matter will be \$345 to \$450 per hour, associates \$240 to \$330 per hour, and paralegals/law clerks \$200 to \$215 per hour. Carmody MacDonald's hourly billing rates are subject to periodic adjustments to reflect annual increases and economic and other conditions. Prior to any increases in the rates set forth herein, Carmody MacDonald will give ten business days' notice to the Debtors, the U.S. Trustee, any committee appointed in these Chapter 11 Cases, and as otherwise ordered by the Court, which adjustments will be filed with the Court.

16. Carmody MacDonald's hourly fees are comparable to, or less than, those charged by attorneys of similar experience and expertise for engagements of similar scope and complexity to these Chapter 11 Cases. The Debtors have agreed to compensate Carmody MacDonald for professional services at its normal and customary hourly rates for bankruptcy matters.

17. Further details regarding professional fees and expenses are set forth in the Eggmann Declaration.

18. This Application is further supported by the Declaration of Kathryn M. Buono attached hereto as **Exhibit B**.

19. Included in this filing is Carmody MacDonald's Disclosure of Compensation of Attorneys for the Debtors pursuant to section 329(a) of Title 11 of the United States Code, Rule

2016(b) of the Federal Rules of Bankruptcy Procedure, and Rules 1002(C)(10) and 2016-1(A) of the Local Rules of Bankruptcy Procedure of the United States Bankruptcy Court for the Eastern District of Missouri.

Notice

20. Notice of this Motion will be provided to (i) the Office of the United States Trustee for the Eastern District of Missouri; (ii) the holders of the 30 largest unsecured claims against the Debtors on a consolidated basis; (iii) Latham & Watkins LLP (Attn: Peter P. Knight, Esq. and Jonathan C. Gordon, Esq.), as counsel to JPMorgan Chase Bank, N.A., as the administrative agent and collateral agent under the ABL Credit Facility and DIP Facility; (iv) Pryor Cashman LLP (Attn: Seth H. Lieberman, Esq. and David W. Smith, Esq.), as counsel to Wilmington Trust, N.A., as successor indenture trustee under the Unsecured Notes; (v) any other party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the “**Notice Parties**”). Notice of this Motion and any order entered hereon will be served in accordance with Local Rule 9013-3(A)(1).

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WHEREFORE, the Debtors respectfully request that this Court:

- (a) enter an order authorizing the Debtors to employ Carmody MacDonald as their local restructuring counsel in these Chapter 11 Cases for the purposes described above, effective as of the Petition Date; and
- (b) grant the Debtors such other and further relief as is just and proper.

Dated: July 20, 2020
St. Louis, Missouri

Respectfully submitted,

Briggs & Stratton Corporation

/s/ Kathryn M. Buono

Kathryn M. Buono
Vice President, Corporate Counsel, & Secretary
Briggs & Stratton Corporation

Schedule 1

List of Debtors

Debtors

BRIGGS & STRATTON CORPORATION
BILLY GOAT INDUSTRIES, INC.
ALLMAND BROS., INC.
BRIGGS & STRATTON INTERNATIONAL, INC.
BRIGGS & STRATTON TECH, LLC

Exhibit A

Declaration of Robert E. Eggmann

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

In re:	§	Chapter 11
	§	
BRIGGS & STRATTON	§	Case No. 20-43597-399
CORPORATION, et al.,	§	
	§	(Joint Administration Requested)
	§	
Debtors. ⁴	§	

**DECLARATION OF ROBERT E. EGGMANN
IN SUPPORT OF THE DEBTORS' APPLICATION FOR AUTHORITY
TO EMPLOY CARMODY MACDONALD P.C. AS LOCAL RESTRUCTURING
COUNSEL FOR THE DEBTORS NUNC PRO TUNC TO THE PETITION DATE**

I, Robert E. Eggmann, hereby state and declare as follows:

1. I am an attorney at law admitted to practice law in the State of Missouri and am a principal of the law firm of Carmody MacDonald P.C. (“**Carmody MacDonald**”), which is located at 120 S. Central Ave., Suite 1800, St. Louis, Missouri 63105. I am familiar with the matters set forth herein and make this Declaration pursuant to Section 329(a) of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2014(a) and 2016(b) in support of the Application for Authority to Carmody MacDonald P.C. as Local Restructuring Counsel for the Debtors (the “**Application**”).

2. Carmody MacDonald was engaged by Briggs & Stratton Corporation and its affiliates that are debtors in these cases (the “**Debtors**”) as their local restructuring counsel on or about June 10, 2020. In that capacity, Carmody MacDonald has advised the Debtors regarding their restructuring and has assisted the Debtors in their preparations for the commencement of

⁴ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are: Briggs & Stratton Corporation (2330), Billy Goat Industries, Inc. (4442), Allmand Bros., Inc. (4710), Briggs & Stratton International, Inc. (9957), and Briggs & Stratton Tech, LLC (2102). The address of the Debtors’ corporate headquarters is 12301 West Wirth Street, Wauwatosa, Wisconsin 53222.

the Chapter 11 cases of the Debtors (these “**Chapter 11 Cases**”).

3. The engagement agreement between Debtors and Carmody MacDonald contains terms and provisions ordinary and typical for Carmody MacDonald in similar representations and generally within the practice for such significant representations. A true and correct copy of Carmody MacDonald’s engagement letter with the Debtors is attached hereto as **Attachment 1**.

4. To the extent the Application or the engagement agreement is inconsistent with the terms of an Order of this Court that may be entered approving the Application, the terms of such Order shall govern. Notwithstanding the provisions of the engagement agreement relating to the termination of the Debtors’ engagement of Carmody MacDonald, I understand and acknowledge that leave of this Court is required before Carmody MacDonald may withdraw as counsel to the Debtors. The Debtors have agreed to engage Carmody MacDonald under a general retainer arrangement.

5. The range of hourly billing rates of Carmody MacDonald partners for this matter will be \$345 to \$450 per hour, associates \$240 to \$330 per hour, and paralegals/law clerks \$200 to \$215 per hour. In setting its rates for a given matter, Carmody MacDonald considers the complexity, size, and demands of the matter. The discussions of Carmody MacDonald’s rates and billing practices set forth herein are based on rates charged by Carmody MacDonald in bankruptcy and non-bankruptcy matters of similar complexity, size or demand. Carmody MacDonald’s hourly fees for bankruptcy matters such as these are comparable to, or less than, those charged by attorneys of similar experience and expertise for engagements of similar scope and complexity of these Chapter 11 Cases.

6. Carmody MacDonald’s hourly billing rates are subject to periodic adjustments to reflect annual increases and economic and other conditions. Prior to any increases in the rates

set forth herein, Carmody MacDonald will give ten business days' notice to the Debtors, the U.S. Trustee, any committee appointed in these Chapter 11 Cases, and as otherwise ordered by the Court, which adjustments will be filed with the Court.

7. Carmody MacDonald's hourly billing rates for professionals are not intended to cover out-of-pocket expenses and certain elements of overhead that are typically billed separately. Accordingly, Carmody MacDonald regularly charges for expenses and disbursements incurred in direct connection with clients' cases, including telecommunications, certain postage and packaged delivery charges, court fees, transcript costs, travel expenses, computer-aided research, court costs, transcript costs, and other third party disbursements. Carmody MacDonald expects to charge for these expenses in a manner and at rates consistent with charges made generally to other clients or as allowed by this Court.

8. The law firm of Weil, Gotshal & Manges LLP ("**Weil**") is serving as lead counsel for the Debtors in these Chapter 11 Cases. Carmody MacDonald, as local counsel for the Debtors, will work closely with Weil to ensure that there is no unnecessary duplication of services performed for or charged to the estates.

9. Carmody MacDonald received \$450,000.00 in retainer payments from the Debtors prior to the commencement of these Chapter 11 Cases on July 19, 2020 (the "**Petition Date**" and "**Retainer**" respectively). Any attorneys' fees and expenses incurred after receipt of the executed engagement letter but prior to receipt of the Retainer were waived by Carmody MacDonald in connection with its retention as local restructuring counsel. All fees and expenses for which Carmody MacDonald has been paid were incurred after receipt of the Retainer. After receipt of the Retainer but prior to the Petition Date, Carmody MacDonald applied the Retainer against invoices for attorneys' fees and expenses incurred for services rendered or to be rendered in

contemplation of or in connection with these Chapter 11 cases.

10. As of the Petition Date, Carmody MacDonald was not owed any amount by the Debtors for attorneys' fees and expenses. Accordingly, Carmody MacDonald is not a creditor of the Debtors.

11. In support of the Application, I disclose the following:

(a) Unless otherwise stated, this Declaration is based upon facts of which I have personal knowledge.

(b) The facts stated in this Declaration as to the relationship between Carmody MacDonald lawyers and the Debtors, the Debtors' creditors, other parties in interest to these Chapter 11 Cases, the United States Trustee, and persons employed by the Office of the United States Trustee are stated to the best of my knowledge, information, and belief and are based on the results of the searches and inquiries described in the following paragraphs.

(c) In preparing this Declaration, I have (i) caused to be conducted a search of Carmody MacDonald's conflict-check system ("**Conflict Database**") in respect of all of the names listed on **Attachment 2** (the "**Conflict Checklist**"), which were provided to me; and (ii) caused to be disseminated a written request for information to all of the attorneys of Carmody MacDonald regarding connections to the Debtors and the names listed on the Conflict Checklist ("**Potential Parties-In-Interest**").

12. Carmody MacDonald's Conflict Database is comprised of records regularly maintained in the ordinary course of business of the firm. It is the regular practice of the firm to make and maintain these records. It reflects entries that are noted in the system at the time the information becomes known by persons whose regular duties include recording and maintaining

this information. I regularly use and rely upon the information contained in the system in the performance of my duties with the law firm and in my practice of law.

13. Matches between the Conflict Database and the list of Potential Parties-In-Interest were identified (“**Conflicts Report**”). Individuals or entities that were adverse to Carmody MacDonald’s clients were deleted. The remaining connections with regard to which Carmody MacDonald had represented the client were compiled and provided to me for purposes of this Declaration.

14. In addition, a general inquiry to all Carmody MacDonald attorneys was sent by electronic mail to determine if any attorney was aware of any representation or client relationship that would present a conflict of interest with respect to Carmody MacDonald’s representation of the Debtors in these Chapter 11 Cases.

15. Based on the Conflicts Report, it appears that Carmody MacDonald (i) does not hold or represent an interest adverse to and has no connection with the Debtors, their creditors, or any Potential Parties-In-Interest in connection with the scope of Carmody MacDonald’s retention in these Chapter 11 Cases, and (ii) is a “disinterested person” within the meaning of Section 101(14) of the Bankruptcy Code. In addition, the descriptions of the relationships between the Potential Parties-In-Interest and the Debtors contained herein are based on the descriptions contained in the Conflict Checklist.

16. The Conflicts Report, searches and request for information described above revealed the following connections:

(a) Bank of America, N.A. and Bank of America (collectively, “**Bank of America**”) are, respectively, identified on the Conflict Checklist. Carmody MacDonald currently represents or has represented Bank of America and/or certain of its affiliates in

connection with certain banking, finance, trust, and litigation matters that are unrelated to the Debtors and these Chapter 11 Cases. Additionally, a Carmody MacDonald attorney, Leo H. MacDonald Jr., serves as a co-trustee with Bank of America and/or certain of its affiliates in connection with numerous trusts held with Bank of America and/or certain of its affiliates, all of which are unrelated to the Debtors and these Chapter 11 cases.

(b) CIBC Bank USA (“CIBC”) is identified on the Conflict Checklist. Carmody MacDonald currently represents or has represented CIBC and/or certain of their affiliates in connection with certain banking and finance matters that are unrelated to the Debtors and these Chapter 11 Cases.

(c) PNC is identified as a Hedge Counterparty. Carmody MacDonald has represented PNC Bank, National Association and the PNC Financial Services Group and/or certain of their affiliates in connection with certain banking, finance, trust, and litigation matters that are unrelated to the Debtors and these Chapter 11 Cases.

(d) Regions Bank is identified as an entity affiliated with certain officers and directors of certain of the Debtors. Carmody MacDonald has represented Regions Bank and/or certain of its affiliates in connection with certain banking, finance, trust, and litigation matters that are unrelated to the Debtors and these Chapter 11 Cases.

(e) US Bank NA is identified on the Conflict Checklist. Carmody MacDonald has represented US Bank N.A. in its capacity as trustee of a certain trust held with US Bank NA, which is unrelated to the Debtors and these Chapter 11 cases.

(f) “Fidelity” is listed as an other contract party of certain of the Debtors. Carmody MacDonald currently represents Fidelity National Title Insurance Company in certain litigation matters that are unrelated to the Debtors and these Chapter 11 Cases.

(g) One or more of Carmody MacDonald's attorneys were or may have been previously employed by certain law firms and accounting firms listed on the Conflicts Checklist and, during such employment, represented one or more Potential Parties-in-Interest in matters that are unrelated to the Debtors or these Chapter 11 Cases.

(h) One or more of the Potential Parties-In-Interest may be suppliers and vendors to Carmody MacDonald, and Carmody MacDonald believes that any such relationship is unrelated to these Chapter 11 cases and will have no effect on its representation of the Debtors in these Chapter 11 Cases.

(i) Carmody MacDonald represents banks and bank groups in connection with restructuring, bankruptcy and financing matters, all of which are unrelated to these Chapter 11 Cases. Such groups may include one or more parties listed in the Conflict Checklist or other parties-in-interest that are creditors of or otherwise connected with the Debtors. The Debtors have numerous creditors and other parties-in-interest. In addition, because the Debtors' bonds are publicly traded and widely held, some of the beneficial holders of such bonds may be clients of Carmody MacDonald, although Carmody MacDonald has not provided advice to such parties related to the Debtors. Carmody MacDonald may have in the past represented, and may presently or in the future represent or be deemed adverse to, creditors or parties-in-interest in addition to those specifically disclosed herein in matters that are unrelated to these Chapter 11 Cases. Carmody MacDonald believes that its representation of such creditors or other parties in such other matters has not affected and will not affect its representation of the Debtors in these Chapter 11 Cases.

(j) One or more clients of Carmody MacDonald may now own or later

purchase secured or unsecured claims against the Debtors. Carmody MacDonald believes that its representation of such parties in matters that are unrelated to these Chapter 11 cases will have no effect on its representation of the Debtors in these Chapter 11 Cases.

(k) Attorneys associated with Carmody MacDonald or their family members (i) may have mortgages, consumer loans, or other banking relationships with the Debtors' lenders and banks; and (ii) may own debt or equity securities issued by Potential Parties-In-Interest in amounts that are not material from the issuer's perspective.

(l) Carmody MacDonald is a full service law firm with active real estate, corporate and litigation practices. As part of its practice, Carmody MacDonald appears in cases, proceedings, and transactions involving many different attorneys, accountants, financial consultants, and investment bankers, some of which now or may in the future represent Potential Parties-In-Interest.

(m) Because of the size of this case and the possibility of trading in claims and equity interests, Carmody MacDonald may represent other entities that have a connection with the Debtors but were not disclosed to Carmody MacDonald or uncovered in my investigation. However, my review indicates that Carmody MacDonald does not represent any such entity in connection with these Chapter 11 cases.

(n) Based upon an email inquiry made of all Carmody MacDonald attorneys and staff, and the lack of any affirmative replies to such inquiry, it is my understanding that no Carmody MacDonald attorney or their respective immediate family members own stock in Briggs & Stratton Corporation or are creditors of the Debtors. Carmody MacDonald attorneys and staff invest in a broad array of mutual funds and ETFs, some number of which either currently or may in the future own securities of Briggs & Stratton

Corporation or some of its creditors.

17. If Carmody MacDonald is unable to represent the Debtors in an adversary proceeding or contested matter adverse to the interests of another client of the firm, Carmody MacDonald will so advise the Debtors, and that proceeding, or the relevant portion thereof, will be handled by other counsel for the Debtors whose retention has been approved by the Court.

18. Carmody MacDonald submits that none of the foregoing representations or connections constitutes Carmody MacDonald's holding or representing an interest adverse to the Debtors or their estates.

19. Except for the Debtors, neither I nor Carmody MacDonald will represent any entity in connection with this case, unless otherwise authorized by the Court.

20. To the best of my knowledge, information, and belief, neither Carmody MacDonald nor any attorney associated with Carmody MacDonald:

- (a) is a creditor, an equity security holder, or an insider of the Debtors;
- (b) is or has been, within two years before the filing of these cases, a director, officer, or employee of the Debtors; or
- (c) has an interest materially adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in the Debtors, or for any other reason.

21. The professional fees and costs incurred by Carmody MacDonald in the course of its representation of the Debtors in these cases will be subject in all respects to the application and notice requirements of Sections 327, 330, and 331 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2014 and 2016.

22. There is no agreement of any nature as to the sharing of any compensation to be

paid to Carmody MacDonald, other than sharing among the shareholders, partners and associates of Carmody MacDonald. No promises have been received by Carmody MacDonald nor any shareholder, partner or associate thereof as to compensation in connection with these cases, other than in accordance with the provisions of the Bankruptcy Code.

23. I am not related to, and to the best of my knowledge no other attorney associated with Carmody MacDonald is a relative of, any Bankruptcy Judge in this District, the United States Trustee, or any person employed by the Office of the United States Trustee other than Firm partner, Robert E. Eggmann is a Chapter 7 Panel Trustee for the Southern District of Illinois and the father of Firm partner Thomas H. Riske, Charles W. Riske, is a Chapter 7 Panel Trustee for the Eastern District of Missouri. Robert E. Eggmann and Thomas H. Riske also currently serve as Subchapter V Chapter 11 Trustees in the Central and Southern Districts of Illinois, respectively.

24. Except as disclosed above, I do not believe that there is any other connection (as such term is used in Federal Rule of Bankruptcy Procedure 2014(a)) between Carmody MacDonald and the Debtors, creditors, any other party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed by the Office of the United States Trustee.

25. Pursuant to Part D-1 of the Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under United States Code by Attorneys in Larger Chapter 11 Cases, 78 Fed. Reg. 36248 (June 17, 2013) (the “**2013 Guidelines**”), I make the following disclosures:

- (a) Carmody MacDonald did not agree to any variations from, or alternatives to, its standard or customary billing arrangements for this engagement for similar matters.
- (b) None of the professionals included in this engagement vary their rates

based on the geographic location of the bankruptcy case.

(c) The billing rates and material financial terms of Carmody MacDonald's pre-petition engagement by the Debtors have not changed post-petition. There were no material adjustments to the engagement during the 12 months pre-petition, except for the retainer payment described above.

(d) A proposed budget has been discussed and approved among counsel and the clients.

26. Pursuant to Part F of the 2013 Guidelines, I disclose that Weil is acting as lead counsel in the restructuring aspects of this engagement. Carmody MacDonald will report to the Debtors' management and will work closely with the Debtors and Weil to determine which restructuring or other issues may be more efficiently handled by Carmody MacDonald. Such issues will include addressing matters of local practice and customs in this Court and questions arising under the law of Missouri and other states in which Weil does not practice. Although no definitive division of responsibility has yet been made with respect to matters that may arise in later stages of these cases, I understand that it is likely that Carmody MacDonald will have responsibility for appropriate matters to assist on various matters as determined by the Debtors and Weil. Although Carmody MacDonald is primarily being employed as "local counsel," the Debtors may assign responsibility to Carmody MacDonald for particular matters that Weil would normally handle. Carmody MacDonald's rates are reasonable for a matter such as this, and Carmody MacDonald does not expect to incur material travel expenses in connection with the restructuring aspects of this engagement.

27. In connection with ongoing communications with the United States Trustee for these cases Carmody MacDonald will supply information where available, as requested,

including Carmody MacDonald's approved budgetary and staffing plans for these cases, as approved by the Debtors, that will be filed with the Court and otherwise supplied to the United States Trustee.

I declare under penalty of perjury that the foregoing is true and correct. Executed on July 20, 2020.

/s/ Robert E. Eggmann
Robert E. Eggmann

Attachment 1

Engagement Letter

Carmody MacDonald

Attorneys & Counselors at Law

Carmody MacDonald P.C.
120 S. Central Avenue, Suite 1800
St. Louis, Missouri 63105-1705
314-854-8600 Fax 314-854-8660
www.carmodymacdonald.com

Robert E. Eggmann
ree@carmodymacdonald.com
Direct Dial: (314) 854-8638

June 11, 2020

Via Email and U.S. mail

Briggs & Stratton Corporation, et. al.
Attention: Kathryn M. Buono, Vice President, General Counsel and Corporate Secretary
12301 W. Wirth Street
Wauwatosa, Wisconsin 53222

Re: Legal Representation

Dear Ms. Buono:

We are pleased and grateful that Briggs & Stratton Corporation and its affiliates which include but are not limited to those listed on Schedule A desire to retain this firm as its local counsel in connection with potential restructuring matters. We understand that the law firm of Weil Gotshal & Manges LLP shall serve as lead counsel on these matters, and that we shall take our directions either from you or lead counsel. Further, we understand and agree that lead counsel shall be primarily responsible for these matters and that we will assist, when requested, on local matters and as otherwise requested and agreed to by the Firm. We are very excited at the opportunity to work with you and your colleagues and hope that this marks the beginning of a long and mutually satisfying relationship.

I write to confirm our acceptance of your engagement of us as local counsel and to provide you with certain information concerning our practices and policies on fees, billing, collection, conflicts, and other material terms of our engagement. The rules governing our professional obligations require that we establish at the outset a common understanding about the terms and conditions of the engagement. We began work on the matter, and the engagement is effective, as of June 11, 2020. The retainer for this engagement is \$150,000, which shall be used as prepayment for our services. Briggs & Stratton Corporation agrees to pay our bills for fees and expenses promptly, but in no event more than thirty (30) days after receipt.

TERMS OF ENGAGEMENT

The following terms and conditions apply to our engagement as your counsel:

1. **Scope of Representation and Client Relationship** – We agree to provide you with legal services, as requested by you from time to time, which in our professional judgment are

reasonably necessary and appropriate in connection with the matter described above. At this time, our engagement is limited to the matter described above, though we would be pleased to consider representing you in such other matters as you may request. The terms and conditions of our engagement in any such other matter will be those set forth in this letter unless we otherwise mutually agree in writing. In all matters in which we represent you, we will provide services of a strictly legal nature, and you will not be relying on us for business, investment, or accounting advice, nor to assess or vouch for the character or creditworthiness of any third person.

Unless we otherwise agree or our representation of you otherwise requires, our engagement is solely with the individuals or entities specifically identified on Schedule A. We are not representing any other individuals or entities not named as clients in Schedule A, including your parent, subsidiary or affiliated corporations or businesses.

The question of whether our fees are covered by some third-party agreement (including an insurance policy) is not within the scope of our representation, unless you specifically request us to consider that question.

2. **Retainer** – It is our policy to obtain a retainer at the outset of each new representation in an amount appropriate to the size and scope of the matter. On occasion, we will also require an increase in a prior retainer owing to unforeseen circumstances, or an advance on substantial expenses we must incur on your behalf. Your payment of the retainer is a prepayment subject to refund, which means that the retainer is the property of this firm upon receipt. Unless we otherwise agree, the retainer will be applied to our final statement rendered to you on the matter. If the amount of the retainer exceeds the sum due and owing in our final statement, we will return the balance to you.

3. **Fees for Legal Services** – Our fees for legal services are based on our assessment of the reasonable value of our services. To assist us in determining that value, we assign hourly rates to each of our lawyers and legal assistants, and require each to maintain a record of the time spent and the services rendered on a particular matter. Time is recorded in tenths of an hour, which is the minimum we charge for any service. Our hourly rates, which are based on seniority, currently range from \$450 to \$345 per hour for partners, \$330 to \$240 per hour for associates; and \$215 per hour for paraprofessionals. From time to time, we reassess these rates to account for increases in our costs, augmentation of the experience and ability of our legal personnel and other factors, and thus our current rates may change (and be thereafter applied to all unbilled time) during our representation of you. In addition to hourly rates, we may also take account of the types of services involved; the size, scope, complexity, and time limitations of the matter; the results obtained; and other relevant circumstances, including any factors that you may wish to call to our attention. We are

prepared, consistent with these principles, to adapt our valuation of services in advance of undertaking the representation to address any special needs you may raise with us.

- 4. Disbursements & Other Charges** – We obtain other services (or incur other costs) from outside vendors or suppliers for which we charge only the amount billed to us by the vendor or supplier. We may forward the invoices from these outside sources directly to you, in which event you will be responsible to pay the invoices in accordance with their terms. Otherwise, our statements will separately bill you for these disbursements and other charges.

In the event we are required to respond to a subpoena to other formal request from a third party relating to services we have performed for you, you agree to reimburse us for our time and expense incurred in responding to such request.

- 5. Billing** – We want our clients to be satisfied with both the quality of our services and the reasonableness of our bills, and we earnestly invite you to discuss with us any questions or comments you may have about any of our fees and charges or the format of our bills. Our practice is to bill on a monthly basis for the fees, disbursements, and related charges incurred in the preceding month, except that, in certain transactions, we may mutually agree that some or all of the billing will be done on some other basis. While we make every effort to include all disbursements in the statements for the period in which they were incurred, some costs (especially telephone or outside vendor expenses) are not available at the time of billing and must therefore be included in a later statement. Our statements are due and owing upon receipt. In the event that some or all of our fees might be subject to payment by some third party (e.g., an insurance company), we regard our client as responsible for the payment of our fees and, absent a specific agreement to the contrary, we will not look to the third party for payment. We first apply all payments we receive from you to our oldest outstanding statement.
- 6. Managing Costs** – We are sensitive to the need to manage and, when possible, to predict legal costs. We are happy to work with you to estimate our likely fees and expenses in connection with our services. You understand, however, that any estimate of projected fees is necessarily only an inexact approximation based on assumptions that may prove unfounded in the unique circumstances of each matter, and that such estimates are not intended as either a maximum or a minimum fee for our legal services.
- 7. Outside Experts** – In the course of our representation it may be appropriate, with your advance approval, to retain persons of special training or expertise to assist in the rendition of legal services (e.g., accountants, economists, investigators). Owing to privileges that may apply to services that an attorney requests from a third party, it will often be advisable

for this firm to assume responsibility for hiring such experts. Notwithstanding that the contractual relationship directly to pay the invoices for the fees and expenses incurred by these persons.

8. **Confidentiality** – For our relationship to succeed, it is essential for you to provide us with all factual information reasonably relevant and material to the subject matter of our representation. We regard the lawyer’s duty to preserve the confidences and secrets of a client with the utmost seriousness. In instances in which we represent a corporation, partnership, or other legal entity, our attorney-client relationship is with, and this duty of confidentiality is owed only to, the entity, and not to the entity’s parent or subsidiary corporations nor its shareholders, officers, directors, founders, managers, employees or partners, unless you instruct us or our representation of you requires otherwise. As a result, the confidences and secrets we obtain in the course of such representations belong to and may be waived by the organization we represent, and not by the employees, officers, or directors of the organization. Of course, in the absence of a conflict, we are free to represent these other persons, but should not be deemed to do so without our express agreement to that effect.

9. **Conflicts of Interest** – We wish to avoid any circumstance in which you would regard our representation of another client to be inconsistent with our duties to and understanding with you. Unless we have told you otherwise, we do not now represent another client in the specific matter in which you have retained us. Because we represent a large number of clients in a wide variety of legal matters, however, it is possible that we currently represent, or in the future may be asked to represent, in some other matter unrelated to the specific matter in which you have engaged us, some person or entity whose interest are actually or potentially adverse to your interests in this or other matters, including in negotiations, work-outs, bankruptcy proceedings, or litigation. We agree that we will not undertake any such representation if the subject of the other representation is related to the specific matter in which we currently represent you. If the matters are not related, however, then you hereby agree that we will be free to undertake such an unrelated adverse representation provided that (a) the unrelated representation will not implicate any confidential information we have received from you, and (b) the other client has consented to our continued representation of you. This means that this firm could represent another client against you in an unrelated matter such as a lawsuit, a transaction, or some other matter. Your agreement as set forth in this paragraph represents your acknowledgement that such adverse representations are foreseeable to you, and effects a waiver of your right, if any there be, to object to our representation in the unrelated matter of another client whose interests are adverse to yours. Further, you hereby agree that we may represent a party against whom you are adverse on matters unrelated to the specific matter in which we currently represent you. Since we understand

that you are experienced in retaining counsel, we are relying upon your agreement to the foregoing in undertaking this representation. We urge you to ask us (or other counsel) any questions concerning this paragraph before we undertake to represent you.

Moreover, in the course of representing you, and in order fully to satisfy our professional obligations, we may from time to time need to consult with the lawyers in this firm responsible for advising the firm on ethical issues, including issues that may implicate your interests. You acknowledge and agree that, notwithstanding this potential for conflict in consideration of our professional obligations, the firm is free to consult with its own internal counsel on such matters without your consent and that such consultations are privileged and confidential.

10. Termination – We hope and trust that our relationship with you will be a long and fruitful one. Nevertheless, you are free to terminate our representation of you at any time unless judicial approval is required for us to withdraw, in which event we agree not to oppose such withdrawal. Subject always to any applicable rule of court, we may terminate this agreement if you deliberately disregard the terms of this agreement or if, in our professional judgment, we are unable to continue the representation consistent with our ethical obligations. Notwithstanding any such termination, you remain liable to pay all fees and charges incurred up to the date of termination. Upon completion of the matter to which this engagement letter applies or the earlier termination of the representation, our attorney-client relationship will end unless we agree to continue the representation on other matters. We shall have no continuing obligation to advise you on any matter unless we otherwise agree in writing.

11. Legal Update, Publications and Events – You agree that we may contact you with legal updates or other publications which we believe may be useful to you (for example, with details of relevant changes in law). In addition, you agree that we may send you invitations to events such as client seminars on various legal topics. We may contact you for these purposes by email, mail or telephone (as appropriate). If you prefer not to be contacted for these purposes, please email me.

12. Governing Law – Any controversy, dispute or claim of any kind between us shall be governed by and interpreted in accordance with the laws of the state of Missouri, without regard to any provisions governing conflicts of laws.

13. Entire Agreement – These terms set out the entire agreement between you and us concerning our provision of legal services. Any modifications of or amendments to these terms must be in writing and agreed by both parties.

14. Records Management and Retention – We will maintain all paper and electronic records related to our representation of you in secure facilities and on secure servers. Those records will include documents such as legal pleadings, transactional documents, substantive correspondence and other documents reasonably necessary to our representation of you in the matter (the “Client File”). The Client File is your property. The records may also include purely internal firm documents prepared for the purpose of facilitating performance of our legal services in the form of research memoranda, outlines, emails, handwritten notes and mark-ups of documents, as well as new matter intake forms and internal conflicts checking records. These records are our property. At the close of a specific matter, we will return to you your original documents, if any related to the matter. At your request, any remaining records in the Client File will be returned to you at your expense. You agree that we may make physical or electronic copies if we choose at our own expense. You agree and understand that any materials left with us after the engagement has terminated may be retained or destroyed at our discretion without further notice to you and in a manner which preserves the confidential and secret nature of their contents. The Firm’s current policy is to retain records (other than duplicates and the like) for a period of ten years after the matter has terminated. At the expiration of the relevant retention period, the retained matter records will be destroyed. Please advise us if you have a records retention policy in place with which we will need to comply.

During the course of our representation of you, we may from time to time, when appropriate, communicate with you by e-mail. In view of this, the Missouri Bar Disciplinary Counsel requires that we advise you that: (1) e-mail communication is not a secure method of communication; (2) any e-mail that is sent to you or by you may be copied and held by various computers it passes through as it goes from us to you or vice versa; (3) persons not participating in our communication may intercept our communications by improperly accessing your computer or our computers or even another computer unconnected to either of us through which e-mail passes. Your execution of this letter below will reflect your consent to receiving communications from us via e-mail. If, at some time during our representation, you change your mind and would prefer that we not communicate with you via e-mail, please let me know immediately.

Notwithstanding anything to the contrary contained in these Terms of Engagement, in the event of a bankruptcy proceeding, our engagement and terms thereof may be subject to approval of the Bankruptcy Court. Any such approval shall supersede the terms hereof in the event of any inconsistency.

Carmody MacDonald

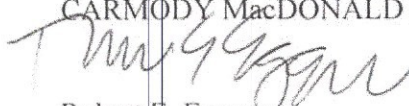
Briggs & Stratton Corporation, et. al.
June 11, 2020
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Our goal is to serve you in an effective and efficient way, and we welcome your views on how we may best do so. We encourage you to discuss with us any questions you might have concerning these matters. Please signify your acceptance of the foregoing Terms of Engagement by signing the enclosed copy of this letter and returning it to me. Please note that your instructing us or continuing to instruct us on the matter discussed above will constitute your full acceptance of the terms set out above.

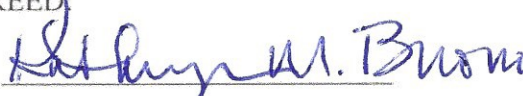
Again, we are all pleased at the chance to work on this matter and look forward to a successful outcome.

Very truly yours,

CARMODY MacDONALD P.C.


Robert E. Eggmann

AGREED:

By: 

Name: Kathryn M. Buono, Esq.

Title: Vice President, General Counsel and Corporate Secretary
Briggs & Stratton Corporation

Carmody MacDonald



Briggs & Stratton Corporation, et. al.
June 11, 2020
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Schedule A

Briggs & Stratton Corporation;
Billy Goat Industries, Inc.;
Allmand Bros., Inc.;
Briggs & Stratton AG;
Briggs & Stratton International AG;
Briggs & Stratton Australia Pty. Limited; and
Victa Limited.

Attachment 2

List of Potential Parties in Interest

BRIGGS & STRATTON CORPORATION: POTENTIAL PARTIES IN INTEREST

ABL

JPMORGAN CHASE BANK, NA
U.S. NATIONAL BANK ASSOCIATION
BANK OF AMERICA, NA
BANK OF MONTREAL
WELLS FARGO BANK, NA
CIBC BANK USA
KEYBANK NATIONAL ASSOCIATION
FIRST MIDWEST BANK

INDENTURE TRUSTEE

WILMINGTON TRUST COMPANY
WELLS FARGO BANK, NA

THE DEBTORS

BRIGGS & STRATTON CORPORATION
BILLY GOAT INDUSTRIES, INC
ALLMAND BROS., INC
BRIGGS & STRATTON TECH LLC
BRIGGS & STRATTON INTERNATIONAL, INC

AFFILIATES OF THE DEBTOR

BRIGGS & STRATTON AG (SWITZERLAND)
BRIGGS & STRATTON AUSTRALIA PTY. LIMITED
BRIGGS & STRATTON INTERNATIONAL AG
(SWITZERLAND)
VICTA LIMITED
B&S SWITZERLAND (DENMARK)
B&S SWITZERLAND L.R.O. (DUBAI, UAE)
B&S SWITZERLAND L.R.O. (INDIA)
B&S SWITZERLAND L.R.O. (RUSSIA)
BRANCO MOTORES LTDA
BRIGGS & STRATTON (CHONGQING) ENGINE
CO, LTD
BRIGGS & STRATTON (MALAYSIA) SDN. BHD.
BRIGGS & STRATTON (SHANGHAI)
INTERNATIONAL TRADING CO, LTD
BRIGGS & STRATTON AG (NORWAY)
BRIGGS & STRATTON AG MERKEZI ISVICRE
ISTANBUL MERKEZ SUBESI (TURKEY)
BRIGGS & STRATTON AG TURKIYE IRTIBAT
BUROSU (TURKEY)
BRIGGS & STRATTON AUSTRIA GESELLSCHAFT
M.B.H.
BRIGGS & STRATTON CANADA, INC
BRIGGS & STRATTON CORPORATION

FOUNDATION, INC
BRIGGS & STRATTON CZ, S.R.O. (CZECH)
BRIGGS & STRATTON FRANCE
BRIGGS & STRATTON GERMANY GMBH
BRIGGS & STRATTON IBERICA, S.L. (SPAIN)
BRIGGS & STRATTON INDIA PRIVATE LIMITED
BRIGGS & STRATTON INTERNATIONAL HOLDING
B.V. (NETHERLANDS)
BRIGGS & STRATTON INTERNATIONAL, INC
BRIGGS & STRATTON ITALY S.R.L.
BRIGGS & STRATTON JAPAN K.K.
BRIGGS & STRATTON LIMITED LIABILITY
COMPANY
BRIGGS & STRATTON MANAGEMENT
(SHANGHAI) CO, LTD
BRIGGS & STRATTON MEXICO SRL DE C.V.
BRIGGS & STRATTON NETHERLANDS B.V.
BRIGGS & STRATTON NEW ZEALAND LIMITED
BRIGGS & STRATTON RSA (PROPRIETARY)
LIMITED
BRIGGS & STRATTON SWEDEN AKTIEBOLAG
BRIGGS & STRATTON U.K. LIMITED
BUSINESS HEALTH CARE GROUP OF WISCONSIN
LLC
DAIHATSU - BRIGGS CO LTD
GURU VENTURES, INC
NIKKI AMERICA FUEL SYSTEMS LLC
PICOSPRAY, INC
POWER DISTRIBUTORS LLC
STARTING USA CORPORATION
VICTA LAWN CARE PTY. LTD

JOINT VENTURE PARTNERS

DAIHATSU MOTOR CO
NIKKI AMERICA

6.875% SENIOR NOTE HOLDERS

AMERICAN BUSINESS & PERSONAL INSUR
BANK OF NEW YORK MELLON CORP/THE
BARINGS LLC
BITCO GENERAL INSURANCE CORP
BITCO NATIONAL INSURANCE CO
BNY MELLON GLOBAL MANAGEMENT LTD
BRINKER CAPITAL INC
CANAL INSURANCE CO
CANDRIAM INVESTORS GROUP

CANDRIAM LUXEMBOURG
CATALYST CAPITAL ADVISORS LLC
CLARK CAPITAL MANAGEMENT GROUP INC
CROSSINGBRIDGE ADVISORS LLC
FIRST WESTERN CAPITAL MANAGEMENT
GREAT WEST CASUALTY CO
GREAT-WEST CAPITAL MANAGEMENT LLC
GREAT-WEST LIFE ASSURANCE CO/THE
INVESCO LTD
INVESCO POWERSHARES CAPITAL MANAGE
KRANE FUNDS ADVISORS LLC
L&S ADVISORS INC
LGT CAPITAL PARTNERS FL AG/LIECHTE
LGT CAPITAL PARTNERS LTD/SWITZERLAND
LYSANDER FUNDS LTD
MACKAY SHIELDS LLC
MACKENZIE FINANCIAL CORP
MANUFACTURERS ALLIANCE INSURANCE C
NEW YORK LIFE INSURANCE CO
NEW YORK LIFE INVESTMENT MGT
OLD REPUBLIC GENERAL INSURANCE COR
OLD REPUBLIC INSURANCE CO
OLD REPUBLIC LIFE INSURANCE CO
OLD REPUBLIC NATIONAL TITLE INSURA
OLD REPUBLIC SECURITY ASSURANCE CO
OLD REPUBLIC SURETY CO
PENNSYLVANIA MANUFACTURERS
ASSOCIATION
PENNSYLVANIA MANUFACTURERS INDEMNITY
POWER CORP OF CANADA
PUTNAM INVESTMENTS LLC
RELIASTAR LIFE INSURANCE CO
RIVERPARK ADVISORS LLC
VOYA INSURANCE & ANNUITY CO
VOYA RETIREMENT INSURANCE & ANNUIT
WELLS FARGO & CO
WELLS FARGO BANK, NA
WELLS FARGO CLEARING SERVICES LLC
ALTRUIS CAPITAL MANAGEMENT
COHANZICK MANAGEMENT
EWING ASSET MANAGEMENT
FIRST BALLANTYNE
FULCRA ASSET MANAGEMENT
GALLIARD CAPITAL MANAGEMENT
GOLDHILL INVESTMENTS
GSO CAPITAL PARTNERS
HOLBROOK HOLDINGS
LOOMIS SAYLES & COMPANY

MANAGED ASSET PORTFOLIOS
MURCHINSON LTD
NEW GENERATION ADVISORS
NEW JERSEY DIVISION OF INVESTMENT
OLD REPUBLIC ASSET MANAGEMENT
PENDERFUND CAPITAL MANAGEMENT
PRINCIPAL LIFE INSURANCE
SKYLANDS CAPITAL MANAGEMENT
SKYROCK INVESTMENT MANAGEMENT
WHITEBOX ADVISORS
AMALGAMATED BANK
AMERICAN ENTERPRISE INVESTMENT SERVICES
INC
APEX CLEARING CORPORATION
AXOS CLEARING LLC
BB&T SECURITIES LLC
BMO HARRIS BANK NA/TRUST
BMO NESBITT BURNS INC/CDS**
BNP PARIBAS, NEW YORK BRANCH/BNP
PARIBAS PRIME BROKERAGE CUSTODIAN
BOFA SECURITIES, INC
BROWN BROTHERS HARRIMAN & CO
CHARLES SCHWAB & CO, INC
COMERICA BANK
D. A. DAVIDSON & CO
E*TRADE SECURITIES LLC
EDWARD D. JONES & CO
EUROCLEAR BANK SA/NV
GOLDMAN SACHS & CO LLC
HILLTOP SECURITIES INC
INTERACTIVE BROKERS RETAIL EQUITY
CLEARING
INTL FCSTONE FINANCIAL INC
J.P. MORGAN SECURITIES LLC/JPMC
JANNEY MONTGOMERY SCOTT LLC
JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION
KEYBANK NATIONAL ASSOCIATION
LPL FINANCIAL CORPORATION
MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED/8862 MLPF&S TS SUB
MORGAN STANLEY SMITH BARNEY LLC
MUFG UNION BANK, NA
NATIONAL FINANCIAL SERVICES LLC
OPPENHEIMER & CO INC
PERSHING LLC
RAYMOND JAMES & ASSOCIATES, INC
RBC CAPITAL MARKETS LLC

RELIANCE TRUST COMPANY/FIS GLOBAL PLUS
RELIANCE TRUST COMPANY/FIS TRUSTDESK
MKE
RELIANCE TRUST COMPANY/SWMS1
ROBERT W. BAIRD & CO INCORPORATED
SEI PRIVATE TRUST COMPANY/C/O GWP
STATE STREET BANK AND TRUST COMPANY
STIFEL, NICOLAUS & COMPANY INCORPORATED
TD AMERITRADE CLEARING, INC
THE BANK OF NEW YORK MELLON/MELLON
TRUST OF NEW ENGLAND, NATIONAL
ASSOCIATION
THE NORTHERN TRUST COMPANY
U.S. BANCORP INVESTMENTS, INC
U.S. BANK NA
UBS FINANCIAL SERVICES INC
UMB BANK, NATIONAL ASSOCIATION
VANGUARD MARKETING CORPORATION
WEDBUSH SECURITIES INC/P3
WELLS FARGO SECURITIES LLC

DEBTOR PROFESSIONALS

ERNST & YOUNG LLP
FOLEY & LARDNER LLP
HOULIHAN LOKEY CAPITAL, INC
ALPHA IR
REPUTATION PARTNERS
WEIL, GOTSHAL & MANGES LLP
CARMONDY MACDONALD P.C.
KURTZMAN CARSON CONSULTANTS LLC

CREDITOR PROFESSIONALS - ABL

FTI CONSULTING
LATHAM & WATKINS LLP

**CREDITOR PROFESSIONALS – 6.875% SENIOR
NOTES**

GIBSON DUNN & CRUTCHER LLP
IMPERIAL CAPITAL LLC

**CREDITOR PROFESSIONALS – INDENTURE
TRUSTEE**

PRYOR CASHMAN LLP

**CREDITOR PROFESSIONALS – UNSECURED
CREDITORS**

NONE KNOWN AT THIS TIME

DIRECTORS

BRIAN C. WALKER
CHARLES I. STORY
FRANK M. JAEHNERT
HAROLD L. REDMAN
HENRIK C. SLIPSAGER
JEFFREY R. HENNION
KATHRYN M. BUONO
KEITH R. MCLOUGHLIN
MR. DAVID J. RODGERS
MR. MARK A. SCHWERTFEGER
PATRICIA L. KAMPLING
RANDALL R. CARPENTER
SARA A. GREENSTEIN
THOMAS H. RUGG
TODD J. TESKE
WILLIAM H. REITMAN
ANDREA L. GOLVACH

OFFICERS

ANDREA L. GOLVACH
CHARLES FORTNER
DAVID J. RODGERS
DONALD W. KLENK
ERIC T. CHACK
HAROLD L. REDMAN
HIROMASA OHNO
JEFFREY M. ZEILER
KATHRYN M. BUONO
MARK A. SCHWERTFEGER
MICHAEL F. HANNEMAN
RACHELE M. LEHR
RANDALL R. CARPENTER
THOMAS H. RUGG
THOMAS M. BURKARD
TODD J. TESKE
TOYOTAKA TESAKI
WILLIAM H. REITMAN

TOP CUSTOMERS – OVERALL

HUSQVARNA OUTDOOR POWER
JOHN DEERE POWER PRODUCTS
LOWE'S CORPORATION
MTD PRODUCTS INC
NINGBO DAYE GARDEN
THE TORO COMPANY
WELLS FARGO COMMERCIAL DIST FINANCE

TOP CUSTOMERS – PRODUCTS

PACE DISTRIBUTION
MENARDS
COSTCO
CADCO DISTRIBUTION
CANADIAN TIRE CORP
AMAZON US
LOWES CANADA
LEPCO
GOLDEN EAGLE DIST. CORP.
SABRE FRANCE
FIABA SRL
O'CONNOR'S LAWN & GARDEN
MASKINHANDLER INDKOBSRINGEN A/S
T2_CO-OP
ACE HARDWARE US
AMAZON EUROPE
ECOMM1
HILAIRE VAN DER HAEGHE
ISEKI FRANCE SAS
ISEKI-MASCHINEN-GMBH
BUNNINGS
SEARS
AHERN RENTAL
CATERPILLAR CORPORATION
OSCAR WILSON ENGINE & PARTS INC
SUNSTATE EQUIPMENT
UNITED RENTAL

TOP CUSTOMERS – ENGINES

HUSQVARNA OUTDOOR
TORO CONSUMER
NINGBO DAYE GARDEN
STIGA S.P.A
STIGA SLOVAKIA
HUSQVARNA POLAND SP
AL-KO PRODUCTION
MTD HUNGARIA KFT
STIHL
METALCRAFT OF MAYVIL
GENERAC POWER
SUMEC HARDWARE & TOO
POWER DISTRIBUTORS
EXCEL INDUSTRIES INC
INTIMIDATOR INC
MASPORT LIMITED
MORIDGE MANUFACTURIN

GATOR TAIL LLC
YURAH CORP BSAS
BAD BOY INC
FOGO SP. Z O.O.
JSC KRASNY OCTIABR

FINANCIAL INSTITUTIONS

BANK OF AMERICA
BMO WEALTH MANAGEMENT
JPMORGAN CHASE
SUN TRUST
U.S. BANK
WELLS FARGO BANK NA

INSURANCE PROVIDERS

AMERICAN INTERNATIONAL GROUP, INC (AIG)
AXIS INSURANCE COMPANY
CHUBB
CHUBB SPECIALTY INSURANCE
CNA SPECIALTY LINES
ENDURANCE AMERICAN INSURANCE COMPANY
GREAT AMERICAN INSURANCE GROUP
MARSH USA INC
MARSH JLT SPECIALTY
TRAVELERS CASUALTY AND SURETY COMPANY
OF AMERICA
ZURICH AMERICAN INSURANCE COMPANY/
ZURICH SURETY
WILLIS TOWERS WATSON MIDWEST, INC
PREMIUM FUNDING ASSOCIATES, INC
ACE AMERICAN INSURANCE COMPANY
AIG INTERNATIONAL
AXA XL AMERICA, INC
AXIS EMPLOYMENT PRACTICES LIABILITY
BERKLEY INSURANCE COMPANY
CONTINENTAL CASUALTY CORPORATION
FEDERAL INSURANCE COMPANY
MAGNA CARTA INSURANCE, LTD
NATIONAL UNION FIRE INSURANCE COMPANY
OF PITTSBURGH, PA
SAFETY NATIONAL CASUALTY CORPORATION
SOMPO INTERNATIONAL
STOCK INSURANCE COMPANY
TRANSPORTATION INSURANCE COMPANY
TRAVELERS PROPERTY CASUALTY COMPANY OF
AMERICA
WILLIS (BERMUDA) LIMITED
WILLIS LIMITED

WNA LONDON
XL INSURANCE AMERICA, INC
WESTPAC BANKING CORPORATION
QBE INSURANCE CORPORATION
GEMINI INSURANCE COMPANY
EVANSTON INSURANCE COMPANY

INTERCOMPANY LENDERS

BRIGGS & STRATTON (CHONGQING) ENGINE
CO, LTD
BRIGGS & STRATTON (SHANGHAI)
INTERNATIONAL TRADING CO, LTD
BRIGGS & STRATTON INTERNATIONAL AG

LANDLORDS

BURKE BUSINESS PARK LLC
FORT MOTTE LLC
FR GEORGIA LLC
HUNCH FAMILY LIMITED PARTNERSHIP
LEEDS INDUSTRIAL PARK, INC
LEWIS LOGISTICS
MID-SOUTH INVESTMENTS, INC
ONX3 LLC
ROTH INVESTMENT HOLDINGS LLC
TI INVESTORS OF GERMANTOWN I LLC
BURLEIGH PARTNERS LLC
SMI SNP INC / SIMPLICITY MANUFACTURING
HAROLD H LUIKEN & SONS
NIKKI AMERICA FUEL SYSTEMS LLC
LINCOLN PROPERTY COMPANY
SWIFT RENTAL PROPERTIES
REILLY LOGISTICS LLC
ROGER AND TAMA SUNDQUIST
ONE STONE LLC
KRS PROPERTY LLC
MURRAY LUMBER INC
FERRIS INDUSTRIES, INC
AJ&V FRANKLIN TRUSTEES
GOODMAN GROUP

LESSORS (OTHER THAN LANDLORDS)

YES EQUIPMENT AND SERVICES, INC
BNP PARIBAS
WEAVER BUSINESS MACHINES
PITNEY BOWES
PENSKE TRUCK LEASING CO
TOYOTA FINANCIAL SERVICES
BADGER INDUSTRIAL TRUCKS, INC

YALE EQUIPMENT SERVICES INC
RICOH AMERICAS CORPORATION

LC COUNTERPARTIES

JPMORGAN CHASE BANK, NA
WELLS FARGO COMMERCIAL DISTRIBUTION
FINANCE LLC
WELLS FARGO CAPITAL FINANCE CORPORATION
CANADA (SUCCESSOR IN INTEREST TO GE
COMMERCIAL DISTRIBUTION FINANCE
CANADA)
BANK OF AMERICA SCRANTON STANDBY TRADE
OPERATIONS
SENTRY INSURANCE A MUTUAL COMPANY
BANK OF AMERICA, NA
WASHINGTON COUNTY
ZURICH AMERICAN INSURANCE COMPANY
AMERICAN ALTERNATIVE INSURANCE
CORPORATION
US BANK NA
ELAVON FINANCIAL SERVICES DAC

MAJOR COMPETITORS

HONDA MOTOR CO, LTD
KAWASAKI HEAVY INDUSTRIES, LTD
KOHLER CO
GENERAC POWER SYSTEMS, INC
ALFRED KARCHER GMBH & CO
TECHTRONIC INDUSTRIES
DEERE & COMPANY
MTD CONSUMER LAWN MOWERS
THE TORO COMPANY
SCAG POWER EQUIPMENT
METALCRAFT OF MAYVILLE, INC
HOP

TAXING AUTHORITIES

ALABAMA DEPARTMENT OF REVENUE SALES,
USE & BUSINESS TAX DIVISION
ARIZONA TRANSACTION PRIVILEGE & USE TAX
ARKANSAS DPARTMENT OF FINANCE/ADMIN
BULLOCH COUNTY
BUTLER COUNTY COLLECTOR
CADD-C-SHREVEPORT SALES AND USE TAX
COMMISSION
CALIFORNIA STATE BOARD OF EQUALIZATION
CALLOWAY COUNTY SHERIFF
CANADA REVENUE AGENCY

CITY OF MURRAY CITY CLERKS OFFICE
CITY OF SHERRILL
CITY OF WAUWATOSA
COLORADO DEPARTMENT OF REVENUE
COMPTROLLER OF MARYLAND
DESOTO PARISH
DIVISION OF TAXATION KANSAS DEPARTMENT
OF REVENUE
FLORIDA DEPARTMENT OF REVENUE
GEORGIA DEPARTMENT OF REVENUE
HENRY COUNTY TAX COMMISSIONER
ILLINOIS DEPARTMENT OF REVENUE
INDIANA DEPARTMENT OF REVENUE
JACKSON COUNTY COLLECTOR
JEFFERSON PARISH SHERIFF
KENTUCKY STATE TREASURER
LEE CL OF AUBURN, OPELIK & PHENIX CITY
LEE COUNTY REVENUE COMMISSIONER
LOUISIANA DEPARTMENT OF REVENUE
MAINE REVENUE SERVICES
MASSACHUSETTS DEPARTMENT OF REVENUE
MICHIGAN DEPARTMENT OF TREASURY
MISSISSIPPI DEPARTMENT OF REVENUE
MISSOURI DEPARTMENT OF REVENUE DIVISION
OF TAXATION AND COLLECTION
MN DEPARTMENT OF REVENUE
NC DEPARTMENT OF REVENUE SALES AND USE
TAX DIVISION
NEBRASKA DEPARTMENT OF REVENUE
NEVADA DEPARTMENT OF TAXATION
NEW YORK DEPARTMENT OF TAXATION AND
FINANCE
NJ DIVISION OF TAXATION
OHIO DEPARTMENT OF TAXATION
OKLAHOMA TAX COMMISSION BUSINESS TAX
DIVISION
PENNSYLVANIA DEPARTMENT OF REV
PHELPS COUNTY TREASURER
RHODE ISLAND DIVISION OF TAXATION
SABINE PARISH SALES AND USE TAX
COMMISSION
SALES/USE TAX PROCESSING IOWA DEPT OF
REVENUE AND FINA
SC DEPARTMENT OF REVENUE
ST LUCIE COUNTY TAX COLLECTOR
STATE OF CONNECTICUT DEPARTMENT OF
REVENUE SERVICES
STATE OF NORTH DAKOTA OFFICE OF STATE

TAX COMMISSIONER
STATE OF WASHINGTON DEPARTMENT OF
REVENUE
STOCKBRIDGE TAX COLLECTOR
STOCKBRIDGE VALLEY CENTRAL SCHOOL
TENNESSEE DEPARTMENT OF REVENUE
TEXAS COMPTROLLER PUBLIC ACCOUNTS
TOWN AND COUNTY OF ONEIDA
TOWN OF VERNON
TOWN OF PORT WASHINGTON
VIRGINIA DEPARTMENT OF TAXATION
VVS CENTRAL SCHOOL
WAUKESHA COUNTY TREASURER
WISCONSIN DEPARTMENT OF REVENUE
WYOMING DEPARTMENT OF REVENUE

REGULATORY AUTHORITIES

WISCONSIN DEPARTMENT OF NATURAL
RESOURCES
UNITED STATES ENVIRONMENTAL PROTECTION
AGENCY
CITY OF POPLAR BLUFF MUNICIPAL UTILITIES
MISSOURI DEPARTMENT OF NATURAL
RESOURCES
MILWAUKEE METROPOLITAN SEWERAGE
DISTRICT: MMSD
ALABAMA DEPARTMENT OF ENVIRONMENTAL
MANAGEMENT
GEORGIA DEPARTMENT OF NATURAL
RESOURCES
US DEPARTMENT OF TRANSPORTATION

UTILITY SERVICE PROVIDERS

ALABAMA POWER - BIRMINGHAM
WE ENERGIES
DIRECT ENERGY BUSINESS PA
NEW YORK POWER AUTHORITY
NATIONAL GRID
MURRAY ELECTRIC SYSTEM
GEORGIA POWER
CITY OF SHERRILL
ORANBERG DEPARTMENT OF PUBLIC
UTILITIES
CITY OF HOLDREGE
DIXIE ELECTRIC COOPERATIVE (AL)
CITY OF WAUWATOSA WATER
MURRAY MUNICIPAL UTILITIES
MUNICIPAL UTIL AND CITY CABLE

CITY OF STATESBORO
VILLAGE OF GERMANTOWN
LOACHAPOKA WATER AUTHORITY
FORT PIERCE UTILITIES AUTH
AUBURN WATER WORKS BOARD
SPIRE/ALAGASCO
CONSTELLATION GAS BOX 5473
SPRAGUE OPERATING RESOURCES
MURRAY MUNICIPAL UTILITIES
MURRAY NATURAL GAS
SPIRE MARKETING INC
SPIRE
BLACK HILLS ENERGY
WALTON EMC
AT&T
AT&T LONG DISTANCE
BULLOCH TELEPHONE COOPERATIVE
CENTURYLINK
CHARLES RIVER COMMUNICATIONS INC
CHARTER COMMUNICATIONS
WINDSTREAM NUVOX, INC
MUNICIPAL UTILITY & CITY CABLE POPLAR
BLUFF, MO
MURRAY MUNICIPAL UTILITIES MURRAY, KY
MUNICIPAL UTILITY AND CITY CABLE POPLAR
BLUFF WEST, MO
VILLAGE OF MENOMONEE FALLS

SIGNIFICANT SHAREHOLDERS

BLACKROCK, INC
BRANDES INVESTMENT PARTNERS, LP
DIMENSIONAL FUND ADVISORS, LP
GMT CAPITAL CORP.
THE VANGUARD GROUP, INC

TOP VENDORS

A R NORTH AMERICA
ACCENTURE INTERNATIONAL LIMITED
ACCORD MANUFACTURING INC
ACCURATE FABRICATION LLC
ACHIEVEMENT CENTER EASTER SEALS
ADVANTAGE COMPONENTS INC
AISLE LOGIC INC
ALLIED METAL COMPANY
ALPHA SINTERED METALS INC
AMERICAN HONDA MOTOR COMPANY INC
ANDERSON INDUSTRIAL ENGINES

ARGUS INTERNATIONAL LLC
AT&T
BOSSARD NORTH AMERICA INC
BRIGGS & STRATTON CORP OFFICE BUILD
BURKE BUSINESS PARK LLC
CANASTOTA N/C CORP
CDW LLC
CHANGZHOU GLOBE CO LTD
CHANGZHOU TCOSTAR TOOLS CO LTD
CHONGQING YUXIN PINGRUI ELECTRONIC
COILPLUS, INC
CRIVELLO CARLSON SC
CUMBERLAND PLASTIC SOLUTIONS
CUTTING TOOLS INC
D & H INDUSTRIES
DBS COMPANY LTD
DE AMERTEK CORP
DEVRIES INTERNATIONAL
DIEMASTERS MANUFACTURING INC
DONALDSON COMPANY INC
DUTCHLAND PLASTICS LLC
EAST PENN MANUFACTURING CO INC
ELOFIC INDUSTRIES LIMITED
ENGINEERED EXHAUST SYSTEM/B-T
EQUITY INDUSTRIAL SHERRILL LP
ESMARK STEEL GROUP MIDWEST
ESSEX GROUP INC
EUROL B.V.
FEDERAL MOGUL CORPORATION
FEDERAL MOGUL SEVIERVILLE INC
FEMCO INC
FISHER BARTON BLADES INC
FLAMBEAU CORPORATION
FONG CHEN PLASTICS TECH IND
FREUDENBERG-NOK
FUTURA VORSORGESTIFTUNG
G H TOOL & MOLD INC
GKN SINTER METALS
GREAT CENTRAL TURF INC
GREEN BAY PACKAGING INC
GVS FILTRATION INC
HOFFER PLASTICS CORPORATION
HOME DEPOT INC
HYDRO-GEAR LP
IHI AGRI-TECH CORPORATION
IMPERIAL ZINC CORPORATION
JIANGSU JIANGHUAI ENGINE CO LTD
JOHNSON ELECTRIC NORTH AMERICA INC

JONCO INDUSTRIES
JONES PLASTIC & ENGINEERING CO LLC
KANTONALE FINANZVERWALTUNG
KING & SPALDING
KJM CUSTOM COMPONENTS LLC
KULICKE & SOFFA INDUSTRIES INC
L & S LANGCO PROPERTIES LLC
LASER AMP
LELAND POWELL FASTENERS LLC
LG CHEM, LTD
LIMESTONE HOLDINGS INC
LUDLOW MANUFACTURING INC
LYDALL SEALING SOLUTIONS INC
MANITOWOC TOOL & MANUFACTURING LLC
MARATHON HEALTH LLC
MARTIN WHEEL CO INC
MERCURY MARINE
METAL CONVERSIONS LTD
METAL TECHNOLOGIES
METALS USA CARBON FLAT ROLLED INC
MONITOR MANUFACTURING COMPANY
MOTION INDUSTRIES INC
MTD HUNGARIA KFT
NANTONG WOTELI MACHINERY
NATIONAL INFORMATION SOLUTIONS
NATIONAL METALWARES LP
OGURA INDUSTRIAL CORP
ONE STONE LLC
ONX3 LLC
ORCHID MONROE LLC
PLASTIC COMPONENTS INC
PLASTOCON INC
POPLAR BLUFF TOOL & DIE
POSITION LOGIC LLC
PRECISION CABLE ASSEMBLIES INC
PRO UNLIMITED INC
QUALITY MANUFACTURING COMPANY
R R DONNELLEY & SONS COMPANY
REVERE PLASTICS SYSTEMS LLC
ROI SOLUTIONS LLC
RUIXING CARBURETOR MANUFACTURING
SCHAEFER TOOL & MFG CO INC
SEATS INCORPORATED
SENTRY STEEL SERVICE INC
SHANDONG HUASHENG PESTICIDE
SHEFFIELD FINANCIAL A DIV OF BB&T
SQUARE STAMPING MFG CORP
SST BEARING CORPORATION

STARTING USA CORPORATION
SUCCESSFACTORS INC
SUMEC HARDWARE AND TOOLS CO LTD
SUZHOU ERMA MACHINERY CO, LTD
SYNCHRONY BANK
THE CARLSTAR GROUP LLC
THE IFH GROUP INC
THERMOTECH LLC
THOMSON PLASTICS INC
TOLL TRANSPORT PTY LTD
TORCH IMPORT & EXPORT CO LTD
TOWNE REALTY COMMERCIAL
TRANS INTERNATIONAL LLC
TREND TECHNOLOGIES LLC
TURNING STONE CASINO
TUTELAR TECHNOLOGIES INC
TWO RIVERS MARKETING
U S BANK CORPORATE PAYMENT SYSTEM
VALVOLINE (AUSTRALIA) PTY LTD
WEIDPLAS NORTH AMERICA LLC
WESTROCK RKT COMPANY
WILLIS OF WISCONSIN INC
WISCRAFT INC
WRIGHT METAL PRODUCTS CRATES LLC
WRWP LLC
WURTH ADAMS NUT AND BOLT CO
WURTH REVCAR FASTENERS INC
YALE EQUIPMENT & SERVICES INC
YANMAR AMERICA CORPORATION
YONGKANG LAVOR WASH EQUIPMENT CO LTD
ZHEJIANG CHANGJIANG MACHINERY CO
ZHEJIANG CONSTANT ENGINE
ZHEJIANG ZHONGJIAN TECHNOLOGY
ZIEN INCORPORATED

**DEBTOR COUNSEL FOR NON-RESTRUCTURING
MATTERS**

ARNOLD & PORTER KAYE SCHOLER LLP
BAKER & MCKENZIE, AUSTRALIA
BAKER & MCKENZIE LLP
BARKER BRETTELL LLP
BECK, CHAET, BAMBERGER & POLSKY, S.C.
BLAKE, CASSELS & GRAYDON LLP (ONTARIO,
CANADA)
BOND SCHOENECK & KING, PLLC
BROWN & JAMES
BUELOW VETTER BUIKEMA OLSON & VLIET LLC
BURNS WHITE LLC

CETRULO LLP
CHENHALLS NISSEN, S.C.
CORSEARCH INC
CPA GLOBAL LIMITED
CRIVELLO CARLSON, S.C.
DARGER ERRANTE YAVITZ & BLAU LLP
DEMARCO INTELLECTUAL PROPERTY LLC
FAEGRE DRINKER BIDDLE & REATH LLP
FAIRCLOTH MELTON SOBEL & BASH LLC
FOLEY & LARDNER LLP
FOX ROTHSCHILD LLP
GODFREY & KAHN, S.C.
GREENBERG TRAUIG, PA
HANSEN REYNOLDS LLC
HAYNSWORTH SINKLER BOYD, PA
IPAN INTELLECTUAL PROPERTY ASSOCIATES
NETWORK LLC
KEAN MILLER LLP
KING & SPALDING LLP
KOPKA PINKUS DOLIN PC 04-3597929 - IL & IN
LATHROP GPM LLP
LITTLER MENDELSON, PC
MAZUTTI RIBAS STERN
MCCARTER & ENGLISH LLP
MCCORMICK LAW FIRM
MCELROY, DEUTSCH, MULVANEY & CARPENTER
LLP
MCMILLAN LLP
MILES & STOCKBRIDGE, P.C.
NTD PATENT & TRADE MARK AGENCY LIMITED
OGLETREE DEAKINS NASH SMOAK & STEWART,
PC
PERKINS COIE LLP
QUARLES & BRADY LLP
RASSERS ADVOCATEN
REED SMITH LLP
RUMBERGER, KIRK & CALDWELL, PA
SANDBERG, PHOENIX & VON GONTARD, PC
SANDLER, TRAVIS & ROSENBERG, PA
SHUMAKER, LOOP & KENDRICK LLP
TA LAWYERS GKJ
WEIL GOTSHAL & MANGES
ANDRUS INTELLECTUAL PROPERTY LAW LLP
BAKER & MCKENZIE - CIS, LIMITED - RUSSIA
BRIGGS & STRATTON CORPORATION
CORPORATION SERVICE COMPANY
DAVIS WRIGHT TREMAINE LLP
DUANE MORRIS LLP

FORD & HARRISON LLP
GOLDBERG SEGALLA LLP
GORDON & REES LLP
IMAI, TADLOCK, KEENEY & CORDERY
KELLEY JASONS MCGOWAN SPINELLI & HANNA
LOEB & LOEB
RATHE IP LAW
SMITH MOORE LEATHERWOOD LLP
SPENCER FANE LLP
SWARTZ CAMPBELL LLC
TA LAWYERS
VON BRIESEN & ROPER, S.C.
WHITE & WILLIAMS

**ENTITIES AFFILIATED WITH OFFICERS AND
DIRECTORS**

ECS GROUP, INC
LENNOX INTERNATIONAL, INC
MRA
UNIVERSAL FOREST PRODUCTS
NORDSON CORPORATION
NATIONAL MATERIALS CORP.
LYDALL INC
WOODSIDE VENTURES, INC
HURON CAPITAL
ITRON, INC
CAMPBELL SOUP COMPANY
CSC SERVICEWORKS, INC
STEVENS INSTITUTE OF TECHNOLOGY
LANDSCAPE FORMS
FIDELITY
ARTIC GLACIER
COOPER TIRE
CASCADE ENGINEERING
AMERICAN WATER WORKS COMPANY
LITHKO CONTRACTING
PURESTAR
GENTEX CORPORATION
WALFAM VENTURES LLC
BRAND HOLDINGS LLC
DR. EMIL NUTRITION
JUBILEE ASSOCIATION & SOUP KITCHEN
THE WISCONSIN CHAPTER OF THE NATURE
CONSERVANCY
MILWAUKEE SCHOOL OF ENGINEERING
NATIONAL ASSOCIATION OF CORPORATE
DIRECTORS
BRAUNABILITY INC

YCS INC
CARLYLE INVESTMENT MANAGEMENT LLC
NORTHERN MIDDLE TENNESSEE WORKFORCE
DEVELOPMENT
PROJECT RETURN
STEPHEN A. WYNN INSTITUTE FOR VISION
RESEARCH (UNIVERSITY OF IOWA)
DAVENPORT UNIVERSITY

**FORMER OWNERS AND AFFILIATES OF
FORMER DIRECTORS AND OWNERS**

HUNCH FAMILY LIMITED PARTNERSHIPS
BILLY GOAT PROPERTIES
DREW COATES
VIKTOR COATES

US TRUSTEE

DANIEL J. CASAMATTA, ACTING UNITED STATES
TRUSTEE
PAUL RANDOLPH, ASSISTANT U.S. TRUSTEE
ADAM MILLER, TRIAL ATTORNEY
LLOYD MUELLER, TRIAL ATTORNEY
SHERRI L. WATTENBARGER, TRIAL ATTORNEY
CAROLE RYCZEK, TRIAL ATTORNEY
JOSEPH SCHLOTZHAUER, TRIAL ATTORNEY

**JUDGES PRESIDING OVER THE US BANKRUPTCY
COURT, EASTERN DISTRICT OF MISSOURI**

CHIEF JUDGE KATHY A. SURREAT-STATES
JUDGE BARRY S. SCHERMER
JOHN HOWLEY, JR.
JAMES MOELLER
SHONTELLE MCCOY
LINDA TRUCCANO
MATTHEW PARKE

**PARTIES WHO HAVE UCC FILINGS AGAINST
DEBTORS (US)**

HYG FINANCIAL SERVICES, INC
CISCO SYSTEMS CAPITAL CORPORATION
CITIBANK NA
HAGEMeyer NORTH AMERICA INC
SALEM TOOLS INC
DIE-TECH AND ENGINEERING INC
HARTWIG INC
CITIBANK NA ITS BRANCHES SUBSIDIARIES AND
AFFILIATES
JPMORGAN CHASE BANK NA

TRISTATE MACHINERY INC
MORRIS SOUTH LLC
TCF EQUIPMENT FINANCE A DIVISION OF TCF
NATIONAL BANK
JPMORGAN CHASE BANK NA AS COLLATERAL
AGENT
THOMPSON TRACTOR CO INC
DE LAGE LANDEN FINANCIAL SERVICES INC
MITSUBISHI TURBOCHARGER AND ENGINE
AMERICA, INC

FORMER DIRECTORS

BENJAMIN D. DUKE
MAURIZIO STELLA
MARKUS BERNI
JAMES HUMPHREY

FORMER OFFICERS

WILLIAM W. COATES, IV
ANTHONY COLIN DODDS
DAVID G DEBEATS

HEDGE COUNTERPARTIES

BANK OF MONTREAL
JPMORGAN CHASE BANK, NA
PNC BANK
BANK OF AMERICA MERRILL LYNCH
US BANK NATIONAL ASSOCIATION

PARTIES TO POTENTIAL LITIGATION

RUSSELL, CLARENCE

**ORDINARY COURSE PROFESSIONAL SERVICE
PROVIDERS**

VERTEX
CORPTAX
DUCHARME MCMILLEN & ASSOCIATES INC
AVALARA INC
DELOITTE TAX LLP
DELOITTE & TOUCHE LLP
BLACKLINE
GRANT THORNTON LLP
MERCER HUMAN RESOURCE CONSULTING
RED FLAG GROUP INC
RSM US LLP
PRICEWATERHOUSECOOPERS LLP
AON CONSULTING INC
KPMG LLP

GOOSSEN & SCHULTZ CPAS LLP
PWC INTERNATIONAL ASSIGNMENT SERVICES
BAKER TILLY VIRCHOW KRAUSE LLP
KPMG
TAX RESOURCE GROUP INC

SIGNIFICANT LITIGATION INVOLVING THE DEBTORS

WORKERS' COMPENSATION RETALIATION CLAIM RELATED TO DION HARPER. PLAINTIFF IS DION HARPER AND THE CASE IS PENDING IN LEE COUNTY, ALABAMA CIRCUIT COURT
ALABAMA FEDERAL COURT LITIGATION RELATED TO DISCRIMINATION CLAIMS OF LEWIS ALEXANDER
PENDING APPEAL TO THE WISCONSIN LABOR & INDUSTRY REVIEW COMMISSION RELATED TO DISMISSAL OF A DISCRIMINATION CHARGE ALLEGED BY JOHN FORD
MISSOURI COMMISSION ON HUMAN RIGHTS / EQUAL EMPLOYMENT OPPORTUNITY COMMISSION CHARGE RELATED TO SANDY DEERING
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION CHARGE RELATED TO JURLINE BAKER
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION CHARGE RELATED TO BETHANY BOHMANN
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION CHARGE RELATED TO MAGGIE MARTINEZ
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION CHARGE RELATED TO RONNIE PATTERSON
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION CHARGE RELATED TO SANDRA STEVENS
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION CHARGE RELATED TO RHONDA TRIPLETT
WISCONSIN DEPARTMENT OF WORKFORCE DEVELOPMENT, EQUAL RIGHTS DIVISION, COMPLAINT RELATED TO ZELJKO DJVKIC
WISCONSIN DEPARTMENT OF WORKFORCE DEVELOPMENT, EQUAL RIGHTS DIVISION, COMPLAINT RELATED TO MICHAEL MARTY
THE EXMARK LITIGATION

CLAUDIA HARTKE V. ANDRE Y. SEGAL ET AL.
ESTATE OF VISAKAY, WILLIAM V. BRIGGS & STRATTON CORPORATION.

OTHER NAMES USED BY DEBTOR, LAST 8 YEARS

BRIGGS & STRATTON POWER PRODUCTS GROUP

FORMER AFFILIATES AND ENTITIES, LAST 3 YEARS

PICOSPRAY, INC
BSH GENERATORS LLC
BRIGGS & STRATTON MEXICO S.A. DE C.V.

OTHER SIGNIFICANT CONTRACT COUNTERPARTIES

FIDELITY STOCK PLAN SERVICES, LLC
FIDELITY WORKPLACE SERVICES LLC
FIDELITY MANAGEMENT TRUST COMPANY
FIDELITY INVESTMENTS/FIDELITY WORKPLACE SERVICES LLC
NORTHPOINT COMMERCIAL FINANCE LLC
NORTHPOINT COMMERCIAL FINANCE CANADA INC
SHEFFIELD FINANCIAL
SYNCHRONY BANK (FORMERLY GE CAPITAL RETAIL BANK)
FLEXITI FINANCIAL INC
OCTANE LENDING, INC
WESTERN EQUIPMENT FINANCE, INC

EQUIPMENT LEASE CONTRACT COUNTERPARTIES

TBD

PROFESSIONAL SERVICE PROVIDERS TO AFFILIATES

NONE KNOWN AT THIS TIME

PROFESSIONAL SERVICE PROVIDERS TO DIRECTORS

NONE KNOWN AT THIS TIME

PROFESSIONAL SERVICE PROVIDERS TO OFFICERS

NONE KNOWN AT THIS TIME

**PROFESSIONAL SERVICE PROVIDERS TO
SHAREHOLDERS**

NONE KNOWN AT THIS TIME

**STATUTORY COMMITTEE MEMBERS, GENERAL
COUNSEL, BANKRUPTCY COUNSEL, OTHER
PROFESSIONALS**

NONE KNOWN AT THIS TIME

EXHIBIT B

Declaration of Kathryn M. Buono

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

<p>In re:</p> <p>BRIGGS & STRATTON CORPORATION, <i>et al.</i>,</p> <p style="padding-left: 100px;">Debtors.⁵</p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p>Chapter 11</p> <p>Case No. 20-43597-399</p> <p>(Joint Administration Requested)</p>
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DECLARATION OF KATHRYN M. BUONO

I, Kathryn M. Buono hereby state and declare as follows:

1. I am the Vice President, Corporate Counsel and Secretary of Briggs & Stratton Corporation. In that capacity, I am responsible for supervising outside counsel and monitoring legal costs associated with restructuring for Briggs & Stratton Corporation and its subsidiaries that are debtors in these cases (collectively, the “**Debtors**”).

2. I submit this Declaration in support of the Application for Authority to Employ Carmody MacDonald P.C. as Local Restructuring Counsel for the Debtors (the “**Application**”). Except as otherwise noted, I have personal knowledge of the matters set forth herein.

3. Carmody MacDonald P.C. (“**Carmody MacDonald**”) is the proposed local restructuring counsel to the Debtors. The process used by the Debtors to review and select their restructuring counsel involved an evaluation of potential counsels’ expertise in relevant legal practice areas and in similar proceedings in this District and elsewhere. The Debtors retained Carmody MacDonald to work with lead restructuring counsel at Weil, Gotshal & Manges LLP (“**Weil**”).

4. The Debtors retained Carmody MacDonald because of its experience in corporate reorganizations and its expertise in areas of law closely aligned with the Debtors’ goals and

⁵ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are: Briggs & Stratton Corporation (2330), Billy Goat Industries, Inc. (4442), Allmand Bros., Inc. (4710), Briggs & Stratton International, Inc. (9957), and Briggs & Stratton Tech, LLC (2102). The address of the Debtors’ corporate headquarters is 12301 West Wirth Street, Wauwatosa, Wisconsin 53222.

interests in these Chapter 11 cases. I believe Carmody MacDonald is well-qualified to represent the Debtors in these and similar matters as they may arise during the course of these cases.

5. As local restructuring counsel, Carmody MacDonald will render professional services to the Debtors whenever possible or appropriate that are not duplicative of the services to be performed by Weil. To the extent specific services can be more efficiently handled by Weil, Carmody MacDonald will not handle such services unless otherwise directed by the Debtors.

6. Carmody MacDonald has informed the Debtors that its rates and the material terms of its engagement with the Debtors are consistent with bankruptcy representations of this nature.

7. The Debtors will review and approve Carmody MacDonald's prospective monthly budget and staffing plans for these Chapter 11 cases once deemed appropriate, and such budget and staffing plans will be supplied to the Court and the United States Trustee in these cases.

8. The Debtors recognize that in larger Chapter 11 cases such as these, it is possible that Carmody MacDonald may incur unforeseen fees and expenses that will need to need to be addressed by the Debtors. The Debtors further recognize their responsibility to closely monitor the billing practices of attorneys to ensure that the fees and expenses paid by their estates remain consistent with the Debtors' expectations and the demands of the cases. The Debtors will timely review the invoices that Carmody MacDonald regularly submits and, together with Carmody MacDonald, may periodically amend the budget and staffing plans for these cases as they develop.

I declare under penalty of perjury that the foregoing is true and correct. Executed on July
20, 2020.

Respectfully submitted,

/s/ Kathryn M. Buono
Kathryn M. Buono, Vice President, Corporate
Counsel, and Secretary