

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: 40px;">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 AND RETAIN HOULIHAN LOKEY CAPITAL, INC. AS INVESTMENT BANKER FOR THE DEBTORS AS OF THE PETITION DATE

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

Background

1. On the date hereof (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. No trustee, examiner, or statutory committee of creditors has been appointed in these chapter 11 cases. The Debtors have also filed a motion requesting joint administration of their chapter 11 cases pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and

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.



Rule 1015(b) of the Local Rules of Bankruptcy Procedure for the Eastern District of Missouri (the “**Local Rules**”).

2. The Debtors, combined with their non-Debtor affiliates (collectively, the “**Company**”), are the world’s largest producer of gasoline engines for outdoor power equipment and a leading designer, manufacturer and marketer of power generation, pressure washer, lawn and garden, turf care and job site products. The Company’s products are marketed and serviced in more than 100 countries on six continents through 40,000 authorized dealers and service organizations. Additional information regarding the Debtors’ business and capital structure and the circumstances leading to the commencement of these chapter 11 cases is set forth in the *Declaration of Jeffrey Ficks in Support of the Debtors’ Chapter 11 Petitions and First Day Relief*, sworn to on the date hereof (the “**Ficks Declaration**”),² which has been filed with the Court contemporaneously herewith and is incorporated by reference herein.

Jurisdiction

3. This Court has jurisdiction to hear and determine this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

² 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 Application are to the U.S. dollar, unless stated otherwise.

Relief Requested

4. By this Application, the Debtors seek entry of an interim order (the “**Proposed Interim Order**”) and, pending a final hearing on the relief requested herein, a final order (the “**Proposed Final Order**” and, together with the Proposed Interim Order, the “**Proposed Orders**”),³ pursuant to sections 327 and 328 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a), and Local Rules 2014(A) and 2016-2, (i) authorizing them to employ and retain Houlihan Lokey Capital, Inc. (“**Houlihan Lokey**”) as their investment banker in accordance with the terms and conditions set forth in that certain engagement agreement, dated as of April 4, 2020 and as amended on May 5, 2020, and as further amended on June 25, 2020 (together, the “**Engagement Agreement**”)⁴, a copy of which is attached hereto as **Exhibit B**, (ii) approving the terms of Houlihan Lokey’s employment and retention, including the fee and expense structure and the indemnification, contribution, reimbursement, and related provisions set forth in the Engagement Agreement, (iii) waiving certain informational requirements, and (iv) granting such other and further relief as is just and proper. In support of this Application, the Debtors submit the Declaration of Reid Snellenbarger, a Managing Director of Houlihan Lokey (the “**Snellenbarger Declaration**”), which is attached hereto as **Exhibit A** and incorporated herein.

Houlihan Lokey’s Qualifications

5. The Debtors seek to retain Houlihan Lokey as their investment banker because, among other things, Houlihan Lokey has extensive experience and an excellent reputation in

³ Copies of the Proposed Orders will be made available on the Debtors’ case information website at <http://www.kccllc.net/Briggs>.

⁴ Under the Engagement Agreement, Houlihan Lokey was retained by the Debtors’ proposed counsel, Weil, Gotshal & Manges LLP (“**Weil**”), and is engaged by both the Debtors and Weil to perform the services under the Engagement Letter.

providing high quality investment banking services to debtors and creditors in financial restructurings and bankruptcy proceedings.

6. Houlihan Lokey, together with the other subsidiaries of its direct parent company, Houlihan Lokey, Inc., is an internationally recognized investment banking firm, with offices worldwide and more than 900 professionals. Houlihan Lokey is a leader in providing such services to debtors, unsecured and secured creditors, acquirers and other parties-in-interest involved with financially troubled companies both in and outside of bankruptcy. Houlihan Lokey has been, and is, involved in some of the largest restructurings in the United States, both out of court and in chapter 11 cases. Houlihan Lokey has been retained to provide investment banking services in many large bankruptcy cases in various districts nationwide. Houlihan Lokey's recent retentions as investment banker to the Debtor include, but are not limited to: *In re Exide Holdings, Inc.*, Case No. 20-11157-CSS (Bankr. D. Del. July 16, 2020) [Docket No. 546]; *In re Bumble Bee Parent, Inc.*, Case No. 19-12502-LSS (Bankr. D. Del. December 26, 2019) [Docket No. 98]; *In re Bristow Group Inc.*, Case No. 19-32713 (Bankr. D. Del. July 30, 2019) [Docket No. 482]; *In re PHI, Inc.*, Case No. 19-30923 (Bankr. D. Del. May 13, 2019) [Docket No. 441]; *In re Ditech Holding Corporation*, Case No. 19-10412-JLG (Bankr. D. Del. March 20, 2019) [Docket No. 225]. Houlihan Lokey has previously served as investment banker in this district. *See In re Noranda Aluminum, Inc.*, Case No. 16-10083 (Bankr. E.D. Mo. April 13, 2016) [Docket No. 413].

7. The resources, capabilities and experience of Houlihan Lokey in advising the Debtors are crucial to enabling the Debtors to implement a successful restructuring. An investment banker with a deep bench of experience, such as Houlihan Lokey, fulfills a critical need that complements the services offered by the Debtors' other restructuring professionals.

8. Since its retention on April 4, 2020 and up to the Petition Date, Houlihan Lokey provided extensive prepetition services to the Debtors in preparation for the Debtors' restructuring efforts, including assisting management in evaluating strategic alternatives, developing marketing materials, executing capital structure amendment transactions, leading dual-track financing and M&A processes, conducting extensive meetings and negotiations with the various parties in interest, facilitating extensive diligence for the various parties in interest, and providing additional financial advice and investment banking services in preparation for the filing of these chapter 11 cases. In addition, Houlihan Lokey advised the Debtors in the evaluation and negotiation of its proposed DIP Financing and conducted outreach to potential lenders on the Debtors' behalf.

9. As a result of the prepetition work performed on behalf of the Debtors, Houlihan Lokey has acquired significant knowledge of the Debtors and their businesses and is intimately familiar with the Debtors' financial affairs, debt structure, operations, and related matters. In providing prepetition services to the Debtors, Houlihan Lokey has worked closely with the Debtors' senior management and their other advisors and has familiarity with the other major stakeholders that will be involved in these chapter 11 cases. Accordingly, Houlihan Lokey has developed relevant experience and expertise regarding the Debtors that (i) makes Houlihan Lokey a natural selection as the Debtors' investment banker and (ii) will assist Houlihan Lokey in providing effective and efficient services in these chapter 11 cases. Indeed, if the Debtors were required to retain an investment banker other than Houlihan Lokey in connection with these chapter 11 cases, the Debtors, their estates, and all parties in interest would be prejudiced by the time and expense necessary to familiarize another firm with the intricacies of the Debtors and their business operations.

Services to Be Provided by Houlihan Lokey

10. The parties have entered into the Engagement Agreement, as amended, which governs the relationship between the Debtors and Houlihan Lokey. The terms and conditions of the Engagement Agreement were negotiated at arm's length and in good faith between the Debtors and Houlihan Lokey and reflect the parties' mutual agreement as to the substantial efforts that will be required in this engagement. Under the Engagement Agreement, in consideration for the compensation contemplated thereby, Houlihan Lokey has provided and has agreed to provide the following services:⁵

- a. Assisting the Debtors in the development and distribution of selected information, documents and other materials in an effort to create an interest in and to consummate any Transaction(s) (as defined in the Engagement Agreement), including, if appropriate, advising the Debtors in the preparation of an offering memorandum;
- b. Soliciting and assisting the Debtors in evaluating indications of interest and proposals regarding any Transaction(s) from current and/or potential lenders and/or other counterparties;
- c. Assisting the Debtors with the development, structuring, negotiation, and implementation of any Transaction(s), including participating in negotiations with creditors and other parties involved in any Transaction(s) and evaluation of any forward looking impact of any Transaction(s);
- d. Providing expert advice and testimony regarding financial matters related to any Transaction(s), if necessary;
- e. Advising, attending, and presenting with Weil, in meetings of the Debtors' Board of Directors, creditor groups, official constituencies, and other interested parties, as the Debtors and Houlihan Lokey determine to be necessary or desirable;

⁵ The summaries provided in this Application are provided for convenience only. In the event of any inconsistency between any summary and the terms and provisions of the Engagement Agreement, the terms of the Engagement Agreement shall control. Capitalized terms used but not otherwise defined in the summaries of the Engagement Agreement contained herein shall have the meanings ascribed to such terms in the Engagement Agreement. In the event of any inconsistency between any summary and the terms and provisions of the Proposed Order, the terms of the Proposed Order shall control.

- f. Reviewing the financial condition, liquidity, operations, competitive environment, prospects and related matters of the Debtor, including the impact of COVID-19;
- g. Analyzing the Debtors' current operational strategy and capital structure, including assessment of covenants and potential cross defaults under existing obligations;
- h. Providing strategic advice with regard to various alternatives being considered by the Debtors; and
- i. Providing such other investment banking services as may be required by additional issues and developments not anticipated on the Effective Date.

No Duplication of Services

The Debtors believe that Houlihan Lokey's services will complement, and not duplicate, the services that other professionals will be providing to the Debtors in these chapter 11 cases. Houlihan Lokey will carry out unique functions and will use reasonable efforts to coordinate with the Debtors' other retained professionals to avoid unnecessary duplication of services.

Houlihan Lokey's Compensation

11. In consideration of the services to be provided by Houlihan Lokey, and as more fully described in the Engagement Agreement, subject to the Court's approval, the Debtors have agreed to pay Houlihan Lokey the following proposed compensation, which is set forth in the Engagement Agreement (the "**Fee and Expense Structure**"):

- a. **Initial Fee:** The Company has paid a nonrefundable cash fee of \$200,000 in consideration of Houlihan Lokey accepting the engagement ("**Initial Fee**").
- b. **Monthly Fees:** In addition to the other fees provided for in the Engagement Agreement, upon the first monthly anniversary of the Original Date and on every monthly anniversary of April 4, 2020 (the "**Original Date**") during the term of the Engagement Agreement, the Company has or shall, as applicable, pay Houlihan Lokey in advance, without notice or invoice, a nonrefundable cash fee of \$200,000 ("**Monthly Fee**"). Each Monthly Fee shall be earned upon Houlihan Lokey's receipt thereof in consideration of Houlihan Lokey accepting the engagement and performing services as described in the Engagement Agreement. Houlihan Lokey shall be entitled

to receive a minimum of two Monthly Fees regardless of a termination of the Engagement Agreement within the first three months following the Original Date. 50% of the Monthly Fees previously paid to Houlihan Lokey after the sixth (6th) month following the Original Date shall be credited against any Restructuring Transaction Fee, Financing Transaction Fee, and/or Sale Transaction Fee (each as defined below) to which Houlihan Lokey becomes entitled under the Engagement Agreement (it being understood and agreed that no Monthly Fee shall be credited more than once), except that, in no event shall such Restructuring Transaction Fee, Financing Transaction Fee, and/or Sale Transaction Fee be reduced below zero.

- c. **Transaction Fee(s):** In addition to the Initial Fee and the Monthly Fees provided for in the Engagement Agreement, the Company shall pay Houlihan Lokey the following transaction fee(s).
- i. **Restructuring Transaction Fee.** Upon the earlier to occur of: (A) in the case of an out-of-court Restructuring Transaction (as defined below), the closing of such Restructuring Transaction; and (B) in the case of an in-court Restructuring Transaction, the date of confirmation of a plan of reorganization under Chapter 11 of the Bankruptcy Code (as defined below) pursuant to an order of the applicable bankruptcy court, Houlihan Lokey shall earn, and the Company, solely, shall promptly pay to Houlihan Lokey, a cash fee (“**Restructuring Transaction Fee**”) equal to 1.05% of the total principal amount of the Company’s outstanding indebtedness for borrowed money that is, without duplication, exchanged, tendered, materially amended, retired, repaid and/or extinguished in such Restructuring Transaction (“**Subject Debt**”).
 - ii. **Financing Transaction Fee.** Upon the closing of each Financing Transaction (as defined below), Houlihan Lokey shall earn, and the Company, solely, shall thereupon pay immediately and directly from the gross proceeds, if any, of such Financing Transaction, as a cost of such Financing Transaction, a cash fee (“**Financing Transaction Fee**”) equal to the sum of: (A) 1.0% of the aggregate principal amount of any indebtedness for borrowed money raised, placed or committed and available at close that is senior to other indebtedness of the Company, secured by a first priority lien and unsubordinated, with respect to both lien priority and payment, to any other indebtedness for borrowed money of the Company (other than with respect to debtor-in-possession financing); (B) 3.0% of the aggregate principal amount of any indebtedness for borrowed money raised, placed or committed and available at close that is secured by a lien (other than a first lien), is unsecured and/or is contractually subordinated, including for the avoidance of doubt any indebtedness with warrants attached where such warrants represent

less than five percent (5.0%) ownership of the Company on a fully diluted basis; and (C) 5.0% of the aggregate amount of all equity or equity-linked securities (including, without limitation, convertible securities, preferred stock, and indebtedness with warrants attached where such warrants represent five percent (5.0%) or more of the ownership of the Company on a fully diluted basis) raised, placed or committed and available at close. It is understood and agreed that if the proceeds of any such Financing Transaction are committed at close but not available at close, Houlihan Lokey shall be entitled to an additional Financing Transaction Fee with respect to any such committed amounts when such proceeds become available. The Financing Transaction Fee(s) shall be payable in respect of any underwritten or privately placed sale of Securities that constitutes a Financing Transaction whether such sale has been arranged by Houlihan Lokey, by another agent (or other issuer of the Securities (as defined below) in such Financing Transaction) or directly by the Company. Any non-cash consideration provided to or received in connection with the Financing Transaction (including but not limited to intellectual or intangible property) shall be valued for purposes of calculating the Financing Transaction Fee as equaling the number of Securities issued in exchange for such consideration multiplied by (in the case of debt securities) the face value of each such Security or (in the case of equity securities) the price per Security paid in the then current round of financing. The fees set forth in the Engagement Agreement shall be in addition to any other fees that the Company may be required to pay to any investor or other purchaser of Securities to secure its financing commitment. The Financing Transaction Fee payable under the Engagement Agreement shall be subject to a \$1,500,000 minimum Financing Transaction Fee payable upon the first closing of a Financing Transaction. In the event debtor-in-possession financing is raised, a Financing Transaction Fee shall be payable on any incremental capital raised, placed or committed and available at close as part of such debtor-in-possession financing. For the avoidance of doubt, a Financing Transaction Fee shall not be payable on any amount of the pre-petition ABL Facility (as defined below) that is “rolled up” in connection with any debtor-in-possession financing.

To the extent proceeds of any Financing Transaction are used to retire, repay or extinguish existing indebtedness on which a Restructuring Transaction Fee is, or would otherwise be, earned, the amount of such proceeds shall be deducted from the amount of Subject Debt for purposes of calculating the Restructuring Transaction Fee otherwise due to Houlihan Lokey, as provided in Section 3(iii)(a) of the Engagement Agreement.

- iii. **Amendment Transaction Fee.** Upon the closing of any Amendment Transaction (as defined below), Houlihan Lokey shall earn, and the Company, solely, shall promptly pay to Houlihan Lokey, a cash fee (“**Amendment Transaction Fee**”) of \$250,000. In the event more than one Amendment Transaction closes contemporaneously (or substantially contemporaneously) with the Company’s lenders and/or note holders, then the total Amendment Transaction Fees in respect of such Amendment Transactions shall be no greater than \$350,000. If one or more Amendment Transaction Fees are earned and payable, 50% of each Amendment Transaction Fee shall be credited against any Restructuring Transaction Fee and/or Sale Transaction Fee to which Houlihan Lokey becomes entitled under the Engagement Agreement.
- iv. **Sale Transaction Fee.** Upon the closing of a Sale Transaction, Houlihan Lokey shall earn, and the Company shall thereupon pay immediately and directly from the gross proceeds of such Sale Transaction, as a cost of such Sale Transaction, a cash fee (“**Sale Transaction Fee**”) based upon Aggregate Gross Consideration (“**AGC**”), calculated in the manner set forth in (A) and (B) below; subject, however, to a minimum Sale Transaction Fee of \$4,000,000:
- A. For AGC up to \$550 million: 1.25% of AGC, plus
 - B. For AGC in excess of \$550 million: 3.00% of such incremental AGC.

If more than one Sale Transaction is consummated, Houlihan Lokey shall be compensated based on the AGC from all Sale Transactions, calculated in the manner set forth in (A) and (B) below; subject, however, to a minimum Sale Transaction Fee of (x) the greater of \$1,000,000 or 4% of AGC for each Sale Transaction with AGC of less than \$40 million, and (y) \$1,750,000 for each other Sale Transaction:

- A. For AGC up to \$550 million: 1.50% of AGC, plus
- B. For AGC in excess of \$550 million: 3.00% of such incremental AGC.

If both a Restructuring Transaction Fee and a Sale Transaction Fee are earned, Houlihan Lokey shall be paid the higher of a Restructuring Transaction Fee and a Sale Transaction Fee.

**The Fee and Expense Structure is Appropriate and Reasonable
and Should be Approved under Section 328(a) of the Bankruptcy Code**

12. The Debtors believe that the Fee and Expense Structure is comparable to those generally charged by investment bankers of similar stature to Houlihan Lokey for comparable engagements, both in and out of bankruptcy proceedings, and reflects a balance between a fixed fee and a contingency amount tied to the consummation and closing of the transactions and services contemplated by the Debtors and Houlihan Lokey in the Engagement Agreement.

13. The Fee and Expense Structure is consistent with Houlihan Lokey's normal and customary billing practices for comparably sized and complex cases and transactions, both in and out of bankruptcy proceedings, involving the services to be provided in connection with these chapter 11 cases. Moreover, the Fee and Expense Structure is consistent with and typical of arrangements entered into by Houlihan Lokey and other investment banks in connection with the rendering of comparable services to clients such as the Debtors.

14. Houlihan Lokey's restructuring expertise, as well as its capital markets knowledge, financing skills and mergers and acquisitions expertise, some or all of which may be required by the Debtors during the term of Houlihan Lokey's engagement, were important factors in determining the Fee and Expense Structure. The ultimate benefit to the Debtors derived from the services provided by Houlihan Lokey pursuant to the Engagement Agreement cannot be measured by a reference to the number of hours expended by Houlihan Lokey's professionals.

15. The Debtors and Houlihan Lokey negotiated the Fee and Expense Structure to function as an interrelated, integrated unit corresponding to Houlihan Lokey's overall services. It would be contrary to the intention of Houlihan Lokey and the Debtors for any isolated component of the Fee and Expense Structure to be treated as sufficient consideration for any isolated portion of Houlihan Lokey's services. Instead, the Debtors and Houlihan Lokey intend that Houlihan

Lokey's services be considered as a whole for which Houlihan Lokey is to be compensated by the Fee and Expense Structure in its entirety.

16. In light of the foregoing and given the numerous issues that Houlihan Lokey may be required to address in the performance of its services pursuant to the Engagement Agreement, Houlihan Lokey's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for Houlihan Lokey's services for both in court and out of court engagements of this nature, the Debtors believe that the Fee and Expense Structure is fair and reasonable and market-based under the standards set forth in section 328(a) of the Bankruptcy Code.

Record Keeping and Applications for Compensation

17. It is not the general practice of investment banking firms, including Houlihan Lokey, to keep detailed time records similar to those customarily kept by attorneys. Because Houlihan Lokey is paid on a fixed monthly fee structure and does not ordinarily maintain contemporaneous time records, the Debtors request that Houlihan Lokey not be required to submit time records in support of its fee applications.

18. Houlihan Lokey will also maintain reasonably detailed records of any actual and necessary costs and expenses incurred in connection with the aforementioned services.

19. Houlihan Lokey's applications for compensation and expense reimbursement will be paid by the Debtors pursuant to the terms of the Engagement Agreement and the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures established by the Court.

Houlihan Lokey's Disinterestedness

20. To the best of the Debtors' knowledge and belief and except to the extent disclosed herein and in the Snellenbarger Declaration, Houlihan Lokey: (i) is a "disinterested person" within

the meaning of section 101(14) of the Bankruptcy Code, as required by Bankruptcy Code section 327(a); and (ii) does not hold or represent any interest materially adverse to the Debtors or their estates.

21. As set forth in further detail in the Snellenbarger Declaration, Houlihan Lokey has certain connections with creditors and other parties in interest in these chapter 11 cases. The Debtors and Houlihan Lokey do not believe that any of these connections constitute an interest materially adverse to the interest of the estate or of any class of creditors or equity holders in these chapter 11 cases.

22. To the extent Houlihan Lokey discovers any material facts bearing on the matters described herein during the period of Houlihan Lokey's retention, Houlihan Lokey has undertaken to amend and supplement the information contained in this Application and the Snellenbarger Declaration to disclose such facts.

23. During the ninety (90) days immediately preceding the Petition Date, the Debtors paid Houlihan Lokey \$950,000 in fees and \$12,541.10 in expense reimbursements, which includes \$10,000 paid on account of anticipated expenses. Other than as set forth herein, Houlihan Lokey did not receive any payments from the Debtors during the ninety (90) days immediately preceding the Petition Date.

24. Within one (1) year prior to the Petition Date, the Debtors paid Houlihan Lokey \$1,150,000 in fees and \$12,541.10 in expense reimbursements, which includes the expense reimbursement reserve described in the immediately preceding paragraph.

25. As of the Petition Date, the Debtors did not owe Houlihan Lokey for any fees or expenses incurred prior to the Petition Date. It is possible that certain expenses that were incurred by Houlihan Lokey that are reimbursable under the terms of the Engagement Agreement were not

yet reflected on Houlihan Lokey's books and records as of the Petition Date. Upon entry of an order approving the Application, Houlihan Lokey will waive any claim for such unreimbursed expenses in excess of amounts paid to Houlihan Lokey prepetition.

26. As set forth in the Snellenbarger Declaration, Houlihan Lokey has not shared or agreed to share any of its compensation from the Debtors with any other person, other than as permitted by section 504 of the Bankruptcy Code. If any such agreement is entered into, Houlihan Lokey has undertaken to amend and supplement the information contained in this Application and the Snellenbarger Declaration to disclose the terms of any such agreement.

27. No promises have been received by Houlihan Lokey, or by any professionals engaged hereunder, as to compensation in connection with this case other than in accordance with the provisions of the Bankruptcy Code.

Indemnification Provisions

28. Among other things, the Engagement Agreement provides that the Debtors shall indemnify Houlihan Lokey and the other indemnified HL Parties (as defined in the Engagement Agreement) against any and all losses, claims, damages, or liabilities to which the indemnified HL Parties may become subject in connection with the Engagement Agreement, except to the extent such losses are finally judicially determined to have resulted primarily from such indemnified HL Indemnified Party's gross negligence or willful misconduct.

29. The Debtors and Houlihan Lokey believe that the indemnification, contribution, reimbursement, and other related provisions contained in the Engagement Agreement are customary and reasonable for investment banking engagements, both in and out of court, and, as modified by the Proposed Order, reflect the qualifications and limitations on indemnification provisions that are customary in this district and other jurisdictions.

30. The terms and conditions of the Engagement Agreement, including these provisions, were negotiated by the Debtors and Houlihan Lokey at arm's length and in good faith. The Debtors respectfully submit that such provisions, viewed in conjunction with the other terms of Houlihan Lokey's proposed retention, are reasonable and in the best interests of the Debtors, their estates and creditors in light of the fact that the Debtors require Houlihan Lokey's services in these chapter 11 cases.

Basis for Relief

31. The Debtors seek authority to employ and retain Houlihan Lokey as their investment banker under section 327 of the Bankruptcy Code, which provides that a debtor is authorized to employ professional persons "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [Debtors] in carrying out the [Debtors'] duties under this title." 11 U.S.C. § 327(a). Section 1107(b) of the Bankruptcy Code elaborates upon sections 101(14) and 327(a) of the Bankruptcy Code in cases under chapter 11 of the Bankruptcy Code and provides that "a person is not disqualified for employment under section 327 of [the Bankruptcy Code] by a debtor in possession solely because of such person's employment by or representation of the debtor before the commencement of the case." 11 U.S.C. § 1107(b).

32. In addition, the Debtors seek approval of the Engagement Agreement (including the Fee and Expense Structure and the indemnification, contribution, reimbursement and other related provisions) pursuant to section 328(a) of the Bankruptcy Code, which provides, in relevant part, that the Debtors "with the court's approval, may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis." 11 U.S.C. § 328(a). Section 328 of the Bankruptcy Code permits the compensation of

professionals, including investment bankers, on more flexible terms that reflect the nature of their services and market conditions. As the United States Court of Appeals for the Fifth Circuit recognized in *Donaldson Lufkin & Jenrette Sec. Corp. v. Nat'l Gypsum Co.* (In re Nat'l Gypsum Co.), 123 F.3d 861 (5th Cir. 1997):

Prior to 1978 the most able professionals were often unwilling to work for bankruptcy estates where their compensation would be subject to the uncertainties of what a judge thought the work was worth after it had been done. That uncertainty continues under the present § 330 of the Bankruptcy Code, which provides that the court award to professional consultants “reasonable compensation” based on relevant factors of time and comparable costs, etc. Under present § 328 the professional may avoid that uncertainty by obtaining court approval of compensation agreed to with the trustee (or debtor or committee).

Id. at 862 (citations omitted), *cited in Riker, Danzig, Scherer, Hyland & Perretti LLP v. Official Comm. of Unsecured Creditors (In re Smart World Techs. LLC)*, 383 B.R. 869, 874 (S.D.N.Y. 2008).

33. The Engagement Agreement appropriately reflects (i) the nature and scope of services to be provided by Houlihan Lokey, (ii) Houlihan Lokey’s substantial experience with respect to investment banking services, and (iii) the Fee and Expense Structures typically utilized by Houlihan Lokey and other leading investment bankers that do not bill their clients on an hourly basis.

34. Similar fixed and contingency fee arrangements have been approved and implemented by this jurisdiction in other large chapter 11 cases. *See, e.g., In re Foresight Energy LP*, Case No. 20-41308 (Bankr. E.D. Mo. Mar. 10, 2020) [Docket No. 32]; *In re Payless Holdings LLC*, Case No. 19-40883 (Bankr. E.D. Mo. Mar. 19, 2019) [Docket No. 34]; *In re Abengoa Bioenergy US Holding, LLC*, Case No. 16-41161 (Bankr. E.D. Mo. May 6, 2016) [Docket No. 159]; *In re Noranda Aluminum, Inc.*, Case No. 16-10083 (Bankr. E.D. Mo. April 13, 2016) [Docket

No. 479]; *In re Peabody Energy Corp.*, Case No. 16-42529 (Bankr. E.D. Mo. May 18, 2016) [Docket No. 532]. Accordingly, the Debtors believe that Houlihan Lokey's retention on the terms and conditions proposed herein is appropriate.

Notice

35. Notice of this Application 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) the Internal Revenue Service; (vi) the United States Attorney's Office for the Eastern District of Missouri; (vii) the Securities and Exchange Commission; and (viii) any other party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "**Notice Parties**"). Notice of this Application and any order entered hereon will be served in accordance with Local Rule 9013-3(A)(1).

No Prior Request

36. No prior application for the relief requested herein has been made by the Debtors to this or any other court.

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

Dated: July 20, 2020
Wauwatosa, Wisconsin

Respectfully submitted,

Briggs & Stratton Corporation (for itself and on behalf of each of its affiliated debtors as Debtors and Debtors in Possession)

/s/ Kathryn M. Buono

Name: Kathryn M. Buono

Title: Vice President, Corporate Counsel, and Secretary

Filed by:

/s/ Robert E. Eggmann

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*Proposed Local Counsel to the Debtors and
Debtors in Possession*

-and-

Ronit J. Berkovich (*pro hac vice* pending)
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*Proposed Counsel to the Debtors and
Debtors in Possession*

Exhibit A

Snellenbarger Declaration

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

In re:	§	Chapter 11
	§	
BRIGGS & STRATTON	§	Case No. 20-43597-399
CORPORATION, <i>et al.</i> ,	§	
	§	(Jointly Administered)
Debtors. ¹	§	
	§	

**DECLARATION OF REID SNELLENBARGER IN SUPPORT OF THE
DEBTORS' APPLICATION FOR AUTHORITY TO EMPLOY
AND RETAIN HOULIHAN LOKEY CAPITAL, INC. AS INVESTMENT
BANKER FOR THE DEBTORS AS OF THE PETITION DATE**

I, Reid Snellenbarger, declare as follows:

1. I am a Managing Director of Houlihan Lokey Capital, Inc. ("**Houlihan Lokey**"), and am duly authorized to execute this declaration (the "**Declaration**") on behalf of Houlihan Lokey. I am familiar with the matters set forth herein and, if called as a witness, I could and would testify thereto.²

2. I make this Declaration in support of the *Debtors' Application for Authority to Employee and Retain Houlihan Lokey Capital, Inc. as Investment Banker for the Debtors as of the Petition Date* (the "**Application**").³ This Declaration is also submitted to comply with the

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 Certain of the disclosures herein relate to matters within the personal knowledge of other professionals at Houlihan Lokey and are based on information provided by them. Unless otherwise stated, all matters set forth in this Declaration are based on my personal knowledge, my review of the relevant documents, information supplied to me by others, or my views, which are based on, among other things, my experience and knowledge of the Debtors' business and financial condition.

³ Unless otherwise defined, all capitalized terms used herein have the meanings ascribed to them in the Application.

applicable provisions of sections 327 and 328 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a), and Local Rules 2014(A) and 2016-2.

3. In addition to me, the principal professionals who are expected to render services to the Debtors are set forth on **Annex A** attached hereto and incorporated herein by reference (the “**Principal Professionals**”).

Houlihan Lokey’s Disinterestedness

4. To determine its connections with parties in interest in these chapter 11 cases, Houlihan Lokey relied upon a list of entities that were identified to Houlihan Lokey by the Debtors and their representatives (each individually, an “**Interested Party**”, and collectively, the “**Interested Parties**”). The Interested Parties are set forth on **Annex B** attached hereto and incorporated herein by reference.

5. I, or one or more of my designees, reviewed a report that was based on a comparison of this list of Interested Parties against certain internal databases of Houlihan Lokey, including Houlihan Lokey’s client management information system. To the extent that this report revealed that certain Interested Parties (or their apparent affiliates or entities that Houlihan Lokey believes to be affiliates, as the case may be) were current or former Houlihan Lokey Group clients that engaged a member of the Houlihan Lokey Group in the past three (3) years (as of the date such report was generated) pursuant to a written engagement letter to provide services for which the Houlihan Lokey Group has received, or is expected to receive, fees, such parties are identified on **Annex C** attached hereto and incorporated herein by reference. To the extent that the aforementioned report revealed certain other connections with Interested Parties (or their apparent affiliates or entities that Houlihan Lokey believes to be affiliates, as the case may be), such parties may also be identified on **Annex C** or otherwise described or referenced (whether generally or

specifically by name) elsewhere in this Declaration. Annex C is based upon the information contained in the aforementioned report and may not include information to the extent not included in, or not reflected in the results of Houlihan Lokey's review of, such report, or not otherwise identified by Houlihan Lokey.

6. Given the large number of Interested Parties, despite the efforts described herein, I am unable to state with certainty that every connection has been disclosed in this Declaration. In particular, among other things, members or certain employees of the Houlihan Lokey Group may have connections with Interested Parties or persons who are beneficial owners, affiliates, equity holders and/or sponsors of certain Interested Parties; persons whose beneficial owners, affiliates, equity holders and/or sponsors are Interested Parties; and persons who otherwise have connections with certain Interested Parties. Furthermore, the Debtors may have had, or currently have, customers, creditors, lenders, equity owners, competitors, and other parties with whom they maintain business relationships that are parties in interest (but are not listed as Interested Parties), and with whom the Houlihan Lokey Group may have had, or may currently or in the future have, connections. In addition, new parties may become parties in interest and the Houlihan Lokey Group may have had, or may currently or in the future have, connections with such new parties in interest.

7. In addition:

- a) From time to time, Houlihan Lokey's Financial Restructuring Group, which is providing the services in this case, may have represented, may currently be representing, or may in the future represent, certain parties in interest in matters unrelated to these chapter 11 cases, either individually or as part of a representation of a committee or group of creditors, lenders, equity owners or other interest holders.
- b) In addition to its Financial Restructuring Group, Houlihan Lokey and the other subsidiaries of its direct parent company, Houlihan Lokey, Inc., that are engaged in providing investment banking services globally (collectively, and together with Houlihan Lokey, Inc., the "**Houlihan Lokey Group**") provide services to a wide

range of institutions and individuals and may have had, or may currently or in the future have, investment banking relationships with certain parties in interest.

- c) In the ordinary course of business, members or certain employees (or relatives of such employees) of the Houlihan Lokey Group, as well as investment funds in which any of them may have financial interests or with which they may co-invest, but over whose investment decisions such members or employees have no input or control, may (i) acquire, hold or sell, long or short positions, or trade or otherwise effect transactions, in debt, equity, and other securities and financial instruments (including bank loans and other obligations) of, or investments in, the Debtors or certain other parties in interest or have other relationships with such parties, and/or (ii) have mortgages, consumer loans, investment, brokerage accounts, or other banking, brokerage, or other customer relationships with institutions that are parties in interest or with funds sponsored by or affiliated with such parties. With respect to any such securities, financial instruments, investments, and/or customer relationships, all rights in respect of such securities, financial instruments, investments, and/or customer relationships, including any voting rights, will be exercised by the holder of the rights, in its sole discretion. Moreover, the Principal Professionals are subject to compliance mechanisms and policies and procedures designed to prevent confidential, non-public information from being improperly shared.
- d) HL Finance, LLC, a direct subsidiary of Houlihan Lokey, Inc., acts as an arranger of syndicated loans for corporate entities and, in connection with such activities, may contract with third-party investors that may provide commitments with respect to certain syndicated loans arranged by HL Finance, LLC. The third-party investors are unrelated to and are not affiliates of the Houlihan Lokey Group; the Houlihan Lokey Group does not engage in asset management activities. HL Finance and certain employees of the Houlihan Lokey Group may have arranged, may currently be arranging or may in the future arrange, syndicated loans for entities that may be or become parties in interest in matters unrelated to these chapter 11 cases, and third-party investors that provided commitments with respect to such syndicated loans may be or become parties in interest.
- e) In the ordinary course of their business, members of the Houlihan Lokey Group from time to time discuss issues concerning stressed and distressed companies with such companies, their creditors and their prospective creditors that are clients of the firm, that are referred to the firm in light of Houlihan Lokey's reputation for covering such companies and/or relevant industry expertise, or with which the firm may otherwise be in contact. At the time of those contacts, typically it is not known whether any of these companies will actually file for bankruptcy, or if any of these creditors and/or prospective creditors will serve on any future official committee appointed in any such future bankruptcy case, or even be a creditor of the relevant estate in the event of a future bankruptcy. It is also Houlihan Lokey's customary practice to communicate with and, when appropriate or requested, send materials to one or more of the 50 largest unsecured creditors identified by a debtor and who are, therefore, potential members of a creditors' committee.

- f) Members or certain employees of the Houlihan Lokey Group may have business associations with certain parties in interest, including attorneys, accountants, investment bankers, financial advisors, financial consultants and other professional advisors, some of whom may represent certain of the parties in interest or be parties in interest. Members of the Houlihan Lokey Group may have appeared, or may currently or in the future appear, in numerous cases, proceedings or transactions involving, had or have mutual clients with, or had or have referral relationships with, these professionals. Furthermore, members of the Houlihan Lokey Group have been, and may currently or in the future be, represented or advised by accountants, auditors, attorneys, law firms and other professionals, some of whom may be involved in these chapter 11 cases. In addition, members of the Houlihan Lokey Group may have worked, or may currently or in the future work, with, for or opposite other professionals involved in these chapter 11 cases in matters unrelated to these chapter 11 cases.
 - g) Certain employees of the Houlihan Lokey Group may have been formerly employed by other investment banking, financial services or other professional services firms that are among, or represent other parties that are among, certain of the parties in interest. While employed by other firms, certain professionals presently employed by the Houlihan Lokey Group may have represented certain parties in interest.
 - h) Members of the Houlihan Lokey Group may be involved in litigation from time to time that may have involved, or may currently or in the future involve, entities that may be parties in interest. Also, certain of the parties in interest may have been, or may currently or in the future be, vendors or insurers of members of the Houlihan Lokey Group and/or have corporate or other business relationships with members of the Houlihan Lokey Group.
8. To the best of my knowledge and belief, other than as disclosed in this Declaration, neither Houlihan Lokey, nor I, nor any other Principal Professionals, have a business relationship that constitutes interests adverse to the interests of the Debtors' estates in matters upon which Houlihan Lokey is to be employed.
9. To the best of my knowledge and belief, other than as disclosed in this Declaration, Houlihan Lokey has not been retained to assist any Interested Party other than the Debtors on matters relating to, or in direct connection with, these chapter 11 cases.
10. In addition, other than as disclosed in this Declaration, I do not believe that any connection that the Houlihan Lokey Group may have with any Interested Party in connection with

any unrelated matters, including those involving the parties identified on Annex C constitutes an interest materially adverse to the interest of the estate or of any class of creditors or equity holders in these chapter 11 cases.

11. Other than as disclosed in this Declaration, I am not related to and, to the best of my knowledge and belief, no other Principal Professional is related to, any United States Bankruptcy Judge for this District or known employee in the United States Trustee's Office for this District.

12. Based on all of the foregoing, I believe that Houlihan Lokey is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code.

13. To the extent Houlihan Lokey discovers any material facts bearing on the matters described herein during the period of Houlihan Lokey's retention, Houlihan Lokey undertakes to amend and supplement the information contained in the Application and this Declaration to disclose such facts.

14. Houlihan Lokey has not shared or agreed to share any of its compensation from the Debtors with any other person, other than as permitted by section 504 of the Bankruptcy Code. If any such agreement is entered into, Houlihan Lokey has undertaken to amend and supplement the information contained in this Application and this Declaration to disclose the terms of any such agreement.

15. No promises have been received by Houlihan Lokey, or by any professionals engaged hereunder, as to compensation in connection with this case other than in accordance with the provisions of the Bankruptcy Code.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief. Executed on this 20th day of July, 2020.

Reid Snellenbarger
Managing Director
Houlihan Lokey Capital, Inc.

Annex A

Principal Professionals

- William Peluchowski – Senior Managing Director
- Chris Hebble – Managing Director
- Mark Honorowski – Managing Director
- Reid Snellenbarger – Managing Director
- Jeffrey Lewis – Director
- Shevon Newman – Senior Vice President
- Michael Freedman – Vice President
- Brian Marks – Vice President
- Niclas Niemeyer – Vice President
- Dan Diorio – Associate
- Conor Colpoys – Analyst
- Zachary Thomas – Analyst
- Mark O’Meara – Analyst

Annex B

**Interested Parties List
Provided by Debtors⁹**

⁹ Houlihan Lokey has limited its search to the Interested Parties listed on Annex B. Parent companies, subsidiaries or other affiliates of Interested Parties have not been searched unless specifically noted.

ABL

JPMORGAN CHASE BANK, N.A. - ADMINISTRATIVE AGENT, COLLATERAL AGENT,
SWINGLINE LEADER, JOINT LEAD ARRANGER AND BOOKRUNNER
U.S. NATIONAL BANK ASSOCIATION – DOCUMENTATION AGENT
BANK OF AMERICA, N.A.
BANK OF MONTREAL
WELLS FARGO BANK, NATIONAL ASSOCIATION
CIBC BANK USA
KEYBANK NATIONAL ASSOCIATION
FIRST MIDWEST BANK

INDENTURE TRUSTEE

WELLS FARGO BANK, NATIONAL ASSOCIATION AS TRUSTEE FOR SENIOR NOTES

THE DEBTORS

BRIGGS & STRATTON CORPORATION
BILLY GOAT INDUSTRIES, INC.
ALLMAND BROS., INC.
BRIGGS & STRATTON TECH, LLC
BRIGGS & STRATTON AG (SWITZERLAND)
BRIGGS & STRATTON INTERNATIONAL AG (SWITZERLAND)

AFFILIATES OF THE DEBTOR

BRIGGS & STRATTON AUSTRALIA PTY. LIMITED
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)
BRIGGS & STRATTON ITALY S.R.L.
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 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 TEACH, LLC
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 LAWCARE 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 C
GREAT WEST CASUALTY CO
GREAT-WEST CAPITAL MANAGEMENT LLC
GREAT-WEST LIFE ASSURANCE CO/THE
HOLBROOK HOLDINGS INC
INVESCO LTD
INVESCO POWERSHARES CAPITAL MANAGE
KRANE FUNDS ADVISORS LLC

L&S ADVISORS INC
LGT CAPITAL PARTNERS FL AG/LIECHTE
LGT CAPITAL PARTNERS LTD/SWITZERLA
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 ASSOCIA
PENNSYLVANIA MANUFACTURERS INDEMN
POWER CORP OF CANADA
PUTNAM INVESTMENTS LLC
RELIASTAR LIFE INSURANCE CO
RELIASTAR LIFE INSURANCE CO OF NEW
RIVERPARK ADVISORS LLC
VOYA INSURANCE & ANNUITY CO
VOYA RETIREMENT INSURANCE & ANNUIT
WELLS FARGO & CO
WELLS FARGO BANK NA/CALABASAS CA
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
INVESCO
KRANE FUNDS ADVISORS
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, N.A.
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 N.A.
UBS FINANCIAL SERVICES INC.
UMB BANK, NATIONAL ASSOCIATION
VANGUARD MARKETING CORPORATION
WEDBUSH SECURITIES INC.
WEDBUSH SECURITIES INC./P3
WELLS FARGO SECURITIES, LLC

DEBTOR PROFESSIONALS

ERNST & YOUNG LLP
FOLEY & LARDNER, LLP
ALPHA IR
REPUTATION PARTNERS
WEIL, GOTSHAL & MANGES LLP
CARMODY 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

NONE KNOWN AT THIS TIME

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 TESAOKI
WILLIAM H. REITMAN
MARK SIMMONDS

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 KRASNÝ OCTIABR

FINANCIAL INSTITUTIONS

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

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
MARCH 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
WILLIS TOWERS WATSON MIDWEST, INC.
QBE INSURANCE
GEMINI INSURANCE
EVANSTON INSURANCE

INTERCOMPANY LENDERS

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

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.
ONE STONE LLC
ONX3 LLC
ROTH INVESTMENT HOLDINGS, LLC
TI INVESTORS OF GERMANTOWN I LLC
AJ&V FRANKLIN TRUSTEES
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, N.A.
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, N.A.
WASHINGTON COUNTY
ZURICH AMERICAN INSURANCE COMPANY
AMERICAN ALTERNATIVE INSURANCE CORPORATION

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 DEPARTMENT 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 DEPT 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, OPELIKA & PHENIX CITY
LEE COUNTY REVENUE COMMISSIONER
LOUISIANA DEPARTMENT OF REVENUE
MAINE REVENUE SERVICES
MASS. 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
OHIO DEPT 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 FINANCE
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 DEPART OF REVENUE

REGULATORY AUTHORITIES

TBD

UTILITY SERVICE PROVIDERS

ALABAMA POWER - BIRMINGHAM

AT&T

AT&T LONG DISTANCE

AUBURN WATER WORKS BOARD

AUBURN WATER WORKS BORAD

BLACK HILLS ENERGY

BULLOCH TELEPHONE COOPERATIVE

CENTURYLINK

CHARLES RIVER COMMUNICATIONS INC

CHARTER COMMUNICATIONS

CITY OF HOLDREGE

CITY OF SHERRILL

CITY OF STATESBORO

CITY OF WAUWATOSA WATER

CONSTELLATION GAS BOX 5473

DIRECT ENERGY BUSINESS PA

DIXIE ELECTRIC COOPERATIVE (AL)

FORT PIERCE UTILITIES AUTH

FORT PIERCE UTILITIES AUTH

GEORGIA POWER

LOACHAPOKA WATER AUTHORITY

MUNICIPAL UTIL & CITY CABLE POPLAR BLUFF, MO

MUNICIPAL UTIL AND CITY CABLE

MUNICIPAL UTIL AND CITY CABLE POPLAR BLUFF WEST, MO

MURRAY ELECTRIC SYSTEM

MURRAY MUNICIPAL UTILITIES

MURRAY MUNICIPAL UTILITIES

MURRAY MUNICIPAL UTILITIES MURRAY, KY

MURRAY NATURAL GAS

NATIONAL GRID

NEW YORK POWER AUTHORITY

ORANGEBERG DEPT OF PUBLIC UTIL

ORANGEBERG DEPT OF PUBLIC UTILITIES

SPIRE

SPIRE MARKETING INC

SPIRE/ALAGASCO

SPRAGUE OPERATING RESOURCES

VILLAGE OF GERMANTOWN

VILLAGE OF MENOMONEE FALLS

WALTON EMC

WE ENERGIES

WINDSTREAM NUVOX, INC.

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 EQUIPMENTCO.LTD
ZHEJIANG CHANGJIANG MACHINERY CO
ZHEJIANG CONSTANT ENGINE
ZHEJIANG ZHONGJIAN TECHNOLOGY
ZIEN INCORPORATED

DEBTOR COUNSEL FOR NON-RESTRUCTURING MATTERS

ANDRUS INTELLECTUAL PROPERTY LAW, LLP
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

AMERICAN WATER WORKS COMPANY
ARTIC GLACIER
BRAND HOLDINGS
BRAND HOLDINGS, LLC
BRAUNABILITY INC.
CAMPBELL SOUP COMPANY
CARLYLE INVESTMENT MANAGEMENT LLC

CASCADE ENGINEERING
COOPER TIRE
CSC SERVICEWORKS, INC.
DAVENPORT UNIVERSITY
DR. EMIL NUTRITION
ECS GROUP, INC.
FIDELITY
GENTEX CORPORATION
HURON CAPITAL
ITRON, INC.
JUBILEE ASSOCIATION & SOUP KITCHEN
LANDSCAPE FORMS
LENNOX INTERNATIONAL, INC.
LITHKO CONTRACTING
LYDALL, INC
MILWAUKEE SCHOOL OF ENGINEERING
MRA
NATIONAL ASSOCIATION OF CORPORATE DIRECTORS
NATIONAL MATERIALS CORP.
NORDSON CORPORATION
NORTHERN MIDDLE TENNESSEE WORKFORCE DEVELOPMENT
PROJECT RETURN
PURESTAR
STEPHEN A. WYNN INSTITUTE FOR VISION RESEARCH (UNIVERSITY OF IOWA)
STEVENS INSTITUTE OF TECHNOLOGY
THE WISCONSIN CHAPTER OF THE NATURE CONSERVANCY
UNIVERSAL FOREST PRODUCTS
WALFAM VENTURES LLC
WOODSIDE VENTURES, INC.
YCS INC.

FORMER OWNERS AND AFFILIATES OF FORMER DIRECTORS AND OWNERS
HUNCH FAMILY LIMITED PARTNERSHIPS
BILLY GOAT PROPERTIES

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. SURRAT-STATES
JUDGE BARRY S. SHERMER
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.
HYG FINANCIAL SERVICES INC.
HARTWIG INC
CITIBANK N.A. ITS BRANCHES SUBSIDIARIES AND AFFILIATES
JPMORGAN CHASE BANK N.A.
TRISTATE MACHINERY INC.
MORRIS SOUTH LLC
TCF EQUIPMENT FINANCE A DIVISION OF TCF NATIONAL BANK
JPMORGAN CHASE BANK N.A. AS COLLATERAL AGENT
THOMPSON TRACTOR CO. INC.
DE LAGE LANDEN FINANCIAL SERVICES INC.
MITSUBISHI TURBOCHARGER AND ENGINE AMERICA, INC.
JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT

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, N.A.
PNC
BANK OF AMERICA MERRILL LYNCH
US BANK NATIONAL ASSOCIATION

PARTIES TO MATERIAL LITIGATION

EXMARK MANUFACTURING
GREENFIELD MOWERS
SEARS CANADA
SEARS, ROEBUCK & CO.
PARTIES TO WESTERN STATES WHOLESALE NATURAL GAS ANTITRUST
LITIGATION

PARTIES TO POTENTIAL LITIGATION

RUSSELL, CLARENCE

ORDINARY COURSE PROFESSIONAL SERVICE PROVIDERS

VERTEX
CORPTAX
DUCHARME
AVALARA
DELOITTE
BLACKLINE
GRANT THORNTON
DOUG FOX
ALPHA IR
MERCER HUMAN RESOURCE
RED FLAG GROUP INC
RSM US LLP
PRICEWATERHOUSECOOPERS LLP
AON CONSULTING INC
KPMG LLP
PWC INTERNATIONAL ASSIGNMENT SERVIC
GOOSSEN & SCHULTZ CPAS LLP
PWC INTERNATIONAL ASSIGNMENT
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

TBD

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

Annex C

Details of Relationship Check

INTERESTED PARTY	ENGAGEMENT TYPE(1)	CLIENT STATUS
March USA Inc.	CF	Current
Mitsubishi Turbocharge R and Engine America, Inc.	CF / FVA / FRG	Current / Former
American Business & Personal Insur	CF	Former
PACON Corporation	CF	Former
IPAN	CF	Former
Blackrock Inc.	CF / FVA / FRG	Current / Former
GSO Capital Partners	CF / FVA / FRG	Current / Former
Barings LLC	CF / FVA / FRG	Current / Former
Wells Fargo & Co	CF / FVA / FRG	Current / Former
FTI Consulting	FVA	Current / Former
Greenberg Traurig	FVA	Current
Goldman Sachs & Co	FVA / FRG	Current / Former
State Street Bank and Trust Company	FVA	Current / Former
Bank of China Group	FVA	Current
Fidelity	FVA / FRG	Current / Former
Foley & Lardner LLP	FVA	Current
CIBC Bank USA	FVA	Current
Citibank, N.A.	FVA / FRG	Current / Former
MCCARTER & ENGLISH, LLP	FVA	Current
Gibson, Dunn & Crutcher, LLP	FVA / FRG	Current / Former
Godfrey & Kahn, S.C.	FVA	Current
Morgan Stanley Smith Barney	FVA / FRG	Current / Former
Invesco	FVA / FRG	Current / Former
JPMorgan Chase	FVA / FRG	Current / Former
Keybank National Association	FVA	Current
Latham & Watkins	FVA	Current
Littler Mendelson, PC	FVA	Current
MacKay Shields LLC	FVA / FRG	Current / Former
Perkins Coie, LLP	FVA	Current
Pershing, LLC	FVA	Current / Former

SEI Global Services, Inc.	FVA	Current
UBS Financial Services	FVA	Current / Former
Whitebox Advisors	FVA / FRG	Current / Former
Fleetplus PTY Limited	FVA	Former
Accenture International Limited	FVA	Former
Arnold & Portery Kaye Scholer LLP	FVA / FRG	Former
Valvoline (Australia) PTY LTD	FVA	Former
BNP Paribas	FVA / FRG	Current / Former
Chubb	FVA	Former
Voya Insurance & Annuity Co.	FVA / FRG	Current / Former
Weil Gotshal & Manges	FVA / FRG	Former
PNC	FVA / FRG / SC	Current / Former
First Midwest Bank	FVA	Former
Fox Rothschild LLP	FVA	Former
Penske Trucking Leasing Co.	FVA	Former
GMT Capital Corp	CF / FVA	Former
Imperial Capital Corporation	FVA	Former
King & Spalding LLP	FVA / FRG	Former
AT&T	FVA	Former
Kulicke & Soffa Industries Inc.	FVA	Former
Amazon US	FVA	Former
Reed Smith LLP	FVA	Former
Pro Unlimited Inc.	FVA	Former
Quarles & Brady, LLP	FVA	Former
TD Ameritrade Clearing, Inc.	FVA	Former
Home Depot	FVA	Former
Bank of America	FRG	Current / Former
BMO Harris Bank	FRG	Current
MUFG Union Bank	FRG	Current / Former
RBC Capital Markets, LLC	FRG	Current / Former
Loomis Sayles & Company	FRG	Current / Former
Murray Natural Gas	FRG	Current
Oppenheimer & Co. Inc.	FRG	Current / Former
Unicredit Banca Spa	FRG	Current
Banco Santander S.A.	FRG	Current / Former
GNC Holdings, Inc.	FRG	Current

HSBC Bank (China) Company Limited	FRG	Current / Former
UMB Bank, National Association	FRG	Current / Former
AIG International	FRG	Current / Former
Merrill Lynch, Pierce, Fenner & Smith, Inc.	FRG	Current
Mackenzie Financial Corp	FRG	Former
US Bank Corporate Payment System	FRG	Former
New Generation Advisors	FRG	Former
Bank of New York Mellon Corp.	FRG	Former
Deloitte	FRG	Former
Sears	FRG	Former
Comerica Bank	FRG	Former
Georgia Power	FRG	Former
Putnam Investments, LLC	FRG	Current / Former
New York Life Investment Management	FRG	Current / Former
Wilmington Trust Company	FVA	Current / Former
RSM US LLP	FVA	Current
Carlyle Investment Management LLC	CF / FVA / FRG	Current / Former
Alvarez & Marsal	FVA	Current
KPMG	CF / FVA	Current / Former
Kirkland & Ellis	FVA / FRG	Current / Former
KPS Capital Partners	FVA	Former
Lithko Contracting, LLC	FVA	Former
AON	SC / FVA	Former
Pricewaterhousecoopers LLP	FRG	Former

(1) Identifies any currently active or closed engagement concluding within the three year period prior to the Petition Date for which the Interested Party identified was an Interested Party in the engagement identified.

Memo: Engagement Summary Abbreviations

CF = Corporate Finance

FVA = Financial Valuation and Advisory

FRG = Financial Restructuring Group

SC = Strategic Consulting

Exhibit B

Engagement Agreement

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

In re:	§	Chapter 11
	§	
BRIGGS & STRATTON	§	Case No. 20-43597-399
CORPORATION, <i>et al.</i> ,	§	
	§	(Jointly Administered)
Debtors. ¹	§	
	§	

**DECLARATION OF REID SNELLENBARGER IN SUPPORT OF THE
DEBTORS' APPLICATION FOR AUTHORITY TO EMPLOY
AND RETAIN HOULIHAN LOKEY CAPITAL, INC. AS INVESTMENT
BANKER FOR THE DEBTORS AS OF THE PETITION DATE**

I, Reid Snellenbarger, declare as follows:

1. I am a Managing Director of Houlihan Lokey Capital, Inc. ("**Houlihan Lokey**"), and am duly authorized to execute this declaration (the "**Declaration**") on behalf of Houlihan Lokey. I am familiar with the matters set forth herein and, if called as a witness, I could and would testify thereto.²

2. I make this Declaration in support of the *Debtors' Application for Authority to Employee and Retain Houlihan Lokey Capital, Inc. as Investment Banker for the Debtors as of the Petition Date* (the "**Application**").³ This Declaration is also submitted to comply with the

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 Certain of the disclosures herein relate to matters within the personal knowledge of other professionals at Houlihan Lokey and are based on information provided by them. Unless otherwise stated, all matters set forth in this Declaration are based on my personal knowledge, my review of the relevant documents, information supplied to me by others, or my views, which are based on, among other things, my experience and knowledge of the Debtors' business and financial condition.

³ Unless otherwise defined, all capitalized terms used herein have the meanings ascribed to them in the Application.

applicable provisions of sections 327 and 328 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a), and Local Rules 2014(A) and 2016-2.

3. In addition to me, the principal professionals who are expected to render services to the Debtors are set forth on **Annex A** attached hereto and incorporated herein by reference (the “**Principal Professionals**”).

Houlihan Lokey’s Disinterestedness

4. To determine its connections with parties in interest in these chapter 11 cases, Houlihan Lokey relied upon a list of entities that were identified to Houlihan Lokey by the Debtors and their representatives (each individually, an “**Interested Party**”, and collectively, the “**Interested Parties**”). The Interested Parties are set forth on **Annex B** attached hereto and incorporated herein by reference.

5. I, or one or more of my designees, reviewed a report that was based on a comparison of this list of Interested Parties against certain internal databases of Houlihan Lokey, including Houlihan Lokey’s client management information system. To the extent that this report revealed that certain Interested Parties (or their apparent affiliates or entities that Houlihan Lokey believes to be affiliates, as the case may be) were current or former Houlihan Lokey Group clients that engaged a member of the Houlihan Lokey Group in the past three (3) years (as of the date such report was generated) pursuant to a written engagement letter to provide services for which the Houlihan Lokey Group has received, or is expected to receive, fees, such parties are identified on **Annex C** attached hereto and incorporated herein by reference. To the extent that the aforementioned report revealed certain other connections with Interested Parties (or their apparent affiliates or entities that Houlihan Lokey believes to be affiliates, as the case may be), such parties may also be identified on **Annex C** or otherwise described or referenced (whether generally or

specifically by name) elsewhere in this Declaration. Annex C is based upon the information contained in the aforementioned report and may not include information to the extent not included in, or not reflected in the results of Houlihan Lokey's review of, such report, or not otherwise identified by Houlihan Lokey.

6. Given the large number of Interested Parties, despite the efforts described herein, I am unable to state with certainty that every connection has been disclosed in this Declaration. In particular, among other things, members or certain employees of the Houlihan Lokey Group may have connections with Interested Parties or persons who are beneficial owners, affiliates, equity holders and/or sponsors of certain Interested Parties; persons whose beneficial owners, affiliates, equity holders and/or sponsors are Interested Parties; and persons who otherwise have connections with certain Interested Parties. Furthermore, the Debtors may have had, or currently have, customers, creditors, lenders, equity owners, competitors, and other parties with whom they maintain business relationships that are parties in interest (but are not listed as Interested Parties), and with whom the Houlihan Lokey Group may have had, or may currently or in the future have, connections. In addition, new parties may become parties in interest and the Houlihan Lokey Group may have had, or may currently or in the future have, connections with such new parties in interest.

7. In addition:

- a) From time to time, Houlihan Lokey's Financial Restructuring Group, which is providing the services in this case, may have represented, may currently be representing, or may in the future represent, certain parties in interest in matters unrelated to these chapter 11 cases, either individually or as part of a representation of a committee or group of creditors, lenders, equity owners or other interest holders.
- b) In addition to its Financial Restructuring Group, Houlihan Lokey and the other subsidiaries of its direct parent company, Houlihan Lokey, Inc., that are engaged in providing investment banking services globally (collectively, and together with Houlihan Lokey, Inc., the "**Houlihan Lokey Group**") provide services to a wide

range of institutions and individuals and may have had, or may currently or in the future have, investment banking relationships with certain parties in interest.

- c) In the ordinary course of business, members or certain employees (or relatives of such employees) of the Houlihan Lokey Group, as well as investment funds in which any of them may have financial interests or with which they may co-invest, but over whose investment decisions such members or employees have no input or control, may (i) acquire, hold or sell, long or short positions, or trade or otherwise effect transactions, in debt, equity, and other securities and financial instruments (including bank loans and other obligations) of, or investments in, the Debtors or certain other parties in interest or have other relationships with such parties, and/or (ii) have mortgages, consumer loans, investment, brokerage accounts, or other banking, brokerage, or other customer relationships with institutions that are parties in interest or with funds sponsored by or affiliated with such parties. With respect to any such securities, financial instruments, investments, and/or customer relationships, all rights in respect of such securities, financial instruments, investments, and/or customer relationships, including any voting rights, will be exercised by the holder of the rights, in its sole discretion. Moreover, the Principal Professionals are subject to compliance mechanisms and policies and procedures designed to prevent confidential, non-public information from being improperly shared.
- d) HL Finance, LLC, a direct subsidiary of Houlihan Lokey, Inc., acts as an arranger of syndicated loans for corporate entities and, in connection with such activities, may contract with third-party investors that may provide commitments with respect to certain syndicated loans arranged by HL Finance, LLC. The third-party investors are unrelated to and are not affiliates of the Houlihan Lokey Group; the Houlihan Lokey Group does not engage in asset management activities. HL Finance and certain employees of the Houlihan Lokey Group may have arranged, may currently be arranging or may in the future arrange, syndicated loans for entities that may be or become parties in interest in matters unrelated to these chapter 11 cases, and third-party investors that provided commitments with respect to such syndicated loans may be or become parties in interest.
- e) In the ordinary course of their business, members of the Houlihan Lokey Group from time to time discuss issues concerning stressed and distressed companies with such companies, their creditors and their prospective creditors that are clients of the firm, that are referred to the firm in light of Houlihan Lokey's reputation for covering such companies and/or relevant industry expertise, or with which the firm may otherwise be in contact. At the time of those contacts, typically it is not known whether any of these companies will actually file for bankruptcy, or if any of these creditors and/or prospective creditors will serve on any future official committee appointed in any such future bankruptcy case, or even be a creditor of the relevant estate in the event of a future bankruptcy. It is also Houlihan Lokey's customary practice to communicate with and, when appropriate or requested, send materials to one or more of the 50 largest unsecured creditors identified by a debtor and who are, therefore, potential members of a creditors' committee.

- f) Members or certain employees of the Houlihan Lokey Group may have business associations with certain parties in interest, including attorneys, accountants, investment bankers, financial advisors, financial consultants and other professional advisors, some of whom may represent certain of the parties in interest or be parties in interest. Members of the Houlihan Lokey Group may have appeared, or may currently or in the future appear, in numerous cases, proceedings or transactions involving, had or have mutual clients with, or had or have referral relationships with, these professionals. Furthermore, members of the Houlihan Lokey Group have been, and may currently or in the future be, represented or advised by accountants, auditors, attorneys, law firms and other professionals, some of whom may be involved in these chapter 11 cases. In addition, members of the Houlihan Lokey Group may have worked, or may currently or in the future work, with, for or opposite other professionals involved in these chapter 11 cases in matters unrelated to these chapter 11 cases.
 - g) Certain employees of the Houlihan Lokey Group may have been formerly employed by other investment banking, financial services or other professional services firms that are among, or represent other parties that are among, certain of the parties in interest. While employed by other firms, certain professionals presently employed by the Houlihan Lokey Group may have represented certain parties in interest.
 - h) Members of the Houlihan Lokey Group may be involved in litigation from time to time that may have involved, or may currently or in the future involve, entities that may be parties in interest. Also, certain of the parties in interest may have been, or may currently or in the future be, vendors or insurers of members of the Houlihan Lokey Group and/or have corporate or other business relationships with members of the Houlihan Lokey Group.
8. To the best of my knowledge and belief, other than as disclosed in this Declaration, neither Houlihan Lokey, nor I, nor any other Principal Professionals, have a business relationship that constitutes interests adverse to the interests of the Debtors' estates in matters upon which Houlihan Lokey is to be employed.
9. To the best of my knowledge and belief, other than as disclosed in this Declaration, Houlihan Lokey has not been retained to assist any Interested Party other than the Debtors on matters relating to, or in direct connection with, these chapter 11 cases.
10. In addition, other than as disclosed in this Declaration, I do not believe that any connection that the Houlihan Lokey Group may have with any Interested Party in connection with

any unrelated matters, including those involving the parties identified on Annex C constitutes an interest materially adverse to the interest of the estate or of any class of creditors or equity holders in these chapter 11 cases.

11. Other than as disclosed in this Declaration, I am not related to and, to the best of my knowledge and belief, no other Principal Professional is related to, any United States Bankruptcy Judge for this District or known employee in the United States Trustee's Office for this District.

12. Based on all of the foregoing, I believe that Houlihan Lokey is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code.

13. To the extent Houlihan Lokey discovers any material facts bearing on the matters described herein during the period of Houlihan Lokey's retention, Houlihan Lokey undertakes to amend and supplement the information contained in the Application and this Declaration to disclose such facts.

14. Houlihan Lokey has not shared or agreed to share any of its compensation from the Debtors with any other person, other than as permitted by section 504 of the Bankruptcy Code. If any such agreement is entered into, Houlihan Lokey has undertaken to amend and supplement the information contained in this Application and this Declaration to disclose the terms of any such agreement.

15. No promises have been received by Houlihan Lokey, or by any professionals engaged hereunder, as to compensation in connection with this case other than in accordance with the provisions of the Bankruptcy Code.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief. Executed on this 20th day of July, 2020.

/s/ Reid Snellenbarger
Reid Snellenbarger
Managing Director
Houlihan Lokey Capital, Inc.

Annex A

Principal Professionals

- William Peluchowski – Senior Managing Director
- Chris Hebble – Managing Director
- Mark Honorowski – Managing Director
- Reid Snellenbarger – Managing Director
- Jeffrey Lewis – Director
- Shevon Newman – Senior Vice President
- Michael Freedman – Vice President
- Brian Marks – Vice President
- Niclas Niemeyer – Vice President
- Dan Diorio – Associate
- Conor Colpoys – Analyst
- Zachary Thomas – Analyst
- Mark O’Meara – Analyst

Annex B

**Interested Parties List
Provided by Debtors⁹**

⁹ Houlihan Lokey has limited its search to the Interested Parties listed on Annex B. Parent companies, subsidiaries or other affiliates of Interested Parties have not been searched unless specifically noted.

ABL

JPMORGAN CHASE BANK, N.A. - ADMINISTRATIVE AGENT, COLLATERAL AGENT,
SWINGLINE LEADER, JOINT LEAD ARRANGER AND BOOKRUNNER
U.S. NATIONAL BANK ASSOCIATION – DOCUMENTATION AGENT
BANK OF AMERICA, N.A.
BANK OF MONTREAL
WELLS FARGO BANK, NATIONAL ASSOCIATION
CIBC BANK USA
KEYBANK NATIONAL ASSOCIATION
FIRST MIDWEST BANK

INDENTURE TRUSTEE

WELLS FARGO BANK, NATIONAL ASSOCIATION AS TRUSTEE FOR SENIOR NOTES

THE DEBTORS

BRIGGS & STRATTON CORPORATION
BILLY GOAT INDUSTRIES, INC.
ALLMAND BROS., INC.
BRIGGS & STRATTON TECH, LLC
BRIGGS & STRATTON AG (SWITZERLAND)
BRIGGS & STRATTON INTERNATIONAL AG (SWITZERLAND)

AFFILIATES OF THE DEBTOR

BRIGGS & STRATTON AUSTRALIA PTY. LIMITED
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)
BRIGGS & STRATTON ITALY S.R.L.
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 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 AKTIELBOLAG
BRIGGS & STRATTON TEACH, LLC
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 LAWNCARE 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 C
GREAT WEST CASUALTY CO
GREAT-WEST CAPITAL MANAGEMENT LLC
GREAT-WEST LIFE ASSURANCE CO/THE
HOLBROOK HOLDINGS INC
INVESCO LTD
INVESCO POWERSHARES CAPITAL MANAGE
KRANE FUNDS ADVISORS LLC

L&S ADVISORS INC
LGT CAPITAL PARTNERS FL AG/LIECHTE
LGT CAPITAL PARTNERS LTD/SWITZERLA
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 ASSOCIA
PENNSYLVANIA MANUFACTURERS INDEMN
POWER CORP OF CANADA
PUTNAM INVESTMENTS LLC
RELIASTAR LIFE INSURANCE CO
RELIASTAR LIFE INSURANCE CO OF NEW
RIVERPARK ADVISORS LLC
VOYA INSURANCE & ANNUITY CO
VOYA RETIREMENT INSURANCE & ANNUIT
WELLS FARGO & CO
WELLS FARGO BANK NA/CALABASAS CA
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
INVESCO
KRANE FUNDS ADVISORS
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, N.A.
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 N.A.
UBS FINANCIAL SERVICES INC.
UMB BANK, NATIONAL ASSOCIATION
VANGUARD MARKETING CORPORATION
WEDBUSH SECURITIES INC.
WEDBUSH SECURITIES INC./P3
WELLS FARGO SECURITIES, LLC

DEBTOR PROFESSIONALS

ERNST & YOUNG LLP
FOLEY & LARDNER, LLP
ALPHA IR
REPUTATION PARTNERS
WEIL, GOTSHAL & MANGES LLP
CARMODY 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

NONE KNOWN AT THIS TIME

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 TESAOKI
WILLIAM H. REITMAN
MARK SIMMONDS

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 KRASNÝ OCTIABR

FINANCIAL INSTITUTIONS

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

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
MARCH 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
WILLIS TOWERS WATSON MIDWEST, INC.
QBE INSURANCE
GEMINI INSURANCE
EVANSTON INSURANCE

INTERCOMPANY LENDERS

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

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.
ONE STONE LLC
ONX3 LLC
ROTH INVESTMENT HOLDINGS, LLC
TI INVESTORS OF GERMANTOWN I LLC
AJ&V FRANKLIN TRUSTEES
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, N.A.
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, N.A.
WASHINGTON COUNTY
ZURICH AMERICAN INSURANCE COMPANY
AMERICAN ALTERNATIVE INSURANCE CORPORATION

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 DEPARTMENT 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 DEPT 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, OPELIKA & PHENIX CITY
LEE COUNTY REVENUE COMMISSIONER
LOUISIANA DEPARTMENT OF REVENUE
MAINE REVENUE SERVICES
MASS. 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
OHIO DEPT 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 FINANCE
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 DEPART OF REVENUE

REGULATORY AUTHORITIES

TBD

UTILITY SERVICE PROVIDERS

ALABAMA POWER - BIRMINGHAM

AT&T

AT&T LONG DISTANCE

AUBURN WATER WORKS BOARD

AUBURN WATER WORKS BORAD

BLACK HILLS ENERGY

BULLOCH TELEPHONE COOPERATIVE

CENTURYLINK

CHARLES RIVER COMMUNICATIONS INC

CHARTER COMMUNICATIONS

CITY OF HOLDREGE

CITY OF SHERRILL

CITY OF STATESBORO

CITY OF WAUWATOSA WATER

CONSTELLATION GAS BOX 5473

DIRECT ENERGY BUSINESS PA

DIXIE ELECTRIC COOPERATIVE (AL)

FORT PIERCE UTILITIES AUTH

FORT PIERCE UTILITIES AUTH

GEORGIA POWER

LOACHAPOKA WATER AUTHORITY

MUNICIPAL UTIL & CITY CABLE POPLAR BLUFF, MO

MUNICIPAL UTIL AND CITY CABLE

MUNICIPAL UTIL AND CITY CABLE POPLAR BLUFF WEST, MO

MURRAY ELECTRIC SYSTEM

MURRAY MUNICIPAL UTILITIES

MURRAY MUNICIPAL UTILITIES

MURRAY MUNICIPAL UTILITIES MURRAY, KY

MURRAY NATURAL GAS

NATIONAL GRID

NEW YORK POWER AUTHORITY

ORANGEBERG DEPT OF PUBLIC UTIL

ORANGEBERG DEPT OF PUBLIC UTILITIES

SPIRE

SPIRE MARKETING INC

SPIRE/ALAGASCO

SPRAGUE OPERATING RESOURCES

VILLAGE OF GERMANTOWN

VILLAGE OF MENOMONEE FALLS

WALTON EMC

WE ENERGIES

WINDSTREAM NUVOX, INC.

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 EQUIPMENTCO.LTD
ZHEJIANG CHANGJIANG MACHINERY CO
ZHEJIANG CONSTANT ENGINE
ZHEJIANG ZHONGJIAN TECHNOLOGY
ZIEN INCORPORATED

DEBTOR COUNSEL FOR NON-RESTRUCTURING MATTERS

ANDRUS INTELLECTUAL PROPERTY LAW, LLP
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 TRAUERIG, 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

AMERICAN WATER WORKS COMPANY
ARTIC GLACIER
BRAND HOLDINGS
BRAND HOLDINGS, LLC
BRAUNABILITY INC.
CAMPBELL SOUP COMPANY
CARLYLE INVESTMENT MANAGEMENT LLC

CASCADE ENGINEERING
COOPER TIRE
CSC SERVICEWORKS, INC.
DAVENPORT UNIVERSITY
DR. EMIL NUTRITION
ECS GROUP, INC.
FIDELITY
GENTEX CORPORATION
HURON CAPITAL
ITRON, INC.
JUBILEE ASSOCIATION & SOUP KITCHEN
LANDSCAPE FORMS
LENNOX INTERNATIONAL, INC.
LITHKO CONTRACTING
LYDALL, INC
MILWAUKEE SCHOOL OF ENGINEERING
MRA
NATIONAL ASSOCIATION OF CORPORATE DIRECTORS
NATIONAL MATERIALS CORP.
NORDSON CORPORATION
NORTHERN MIDDLE TENNESSEE WORKFORCE DEVELOPMENT
PROJECT RETURN
PURESTAR
STEPHEN A. WYNN INSTITUTE FOR VISION RESEARCH (UNIVERSITY OF IOWA)
STEVENS INSTITUTE OF TECHNOLOGY
THE WISCONSIN CHAPTER OF THE NATURE CONSERVANCY
UNIVERSAL FOREST PRODUCTS
WALFAM VENTURES LLC
WOODSIDE VENTURES, INC.
YCS INC.

FORMER OWNERS AND AFFILIATES OF FORMER DIRECTORS AND OWNERS
HUNCH FAMILY LIMITED PARTNERSHIPS
BILLY GOAT PROPERTIES

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. SURRAT-STATES
JUDGE BARRY S. SHERMER
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.
HYG FINANCIAL SERVICES INC.
HARTWIG INC
CITIBANK N.A. ITS BRANCHES SUBSIDIARIES AND AFFILIATES
JPMORGAN CHASE BANK N.A.
TRISTATE MACHINERY INC.
MORRIS SOUTH LLC
TCF EQUIPMENT FINANCE A DIVISION OF TCF NATIONAL BANK
JPMORGAN CHASE BANK N.A. AS COLLATERAL AGENT
THOMPSON TRACTOR CO. INC.
DE LAGE LANDEN FINANCIAL SERVICES INC.
MITSUBISHI TURBOCHARGER AND ENGINE AMERICA, INC.
JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT

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, N.A.
PNC
BANK OF AMERICA MERRILL LYNCH
US BANK NATIONAL ASSOCIATION

PARTIES TO MATERIAL LITIGATION

EXMARK MANUFACTURING
GREENFIELD MOWERS
SEARS CANADA
SEARS, ROEBUCK & CO.
PARTIES TO WESTERN STATES WHOLESALE NATURAL GAS ANTITRUST
LITIGATION

PARTIES TO POTENTIAL LITIGATION

RUSSELL, CLARENCE

ORDINARY COURSE PROFESSIONAL SERVICE PROVIDERS

VERTEX
CORPTAX
DUCHARME
AVALARA
DELOITTE
BLACKLINE
GRANT THORNTON
DOUG FOX
ALPHA IR
MERCER HUMAN RESOURCE
RED FLAG GROUP INC
RSM US LLP
PRICEWATERHOUSECOOPERS LLP
AON CONSULTING INC
KPMG LLP
PWC INTERNATIONAL ASSIGNMENT SERVIC
GOOSSEN & SCHULTZ CPAS LLP
PWC INTERNATIONAL ASSIGNMENT
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

TBD

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

Annex C

Details of Relationship Check

INTERESTED PARTY	ENGAGEMENT TYPE(1)	CLIENT STATUS
March USA Inc.	CF	Current
Mitsubishi Turbocharge R and Engine America, Inc.	CF / FVA / FRG	Current / Former
American Business & Personal Insur	CF	Former
PACON Corporation	CF	Former
IPAN	CF	Former
Blackrock Inc.	CF / FVA / FRG	Current / Former
GSO Capital Partners	CF / FVA / FRG	Current / Former
Barings LLC	CF / FVA / FRG	Current / Former
Wells Fargo & Co	CF / FVA / FRG	Current / Former
FTI Consulting	FVA	Current / Former
Greenberg Traurig	FVA	Current
Goldman Sachs & Co	FVA / FRG	Current / Former
State Street Bank and Trust Company	FVA	Current / Former
Bank of China Group	FVA	Current
Fidelity	FVA / FRG	Current / Former
Foley & Lardner LLP	FVA	Current
CIBC Bank USA	FVA	Current
Citibank, N.A.	FVA / FRG	Current / Former
MCCARTER & ENGLISH, LLP	FVA	Current
Gibson, Dunn & Crutcher, LLP	FVA / FRG	Current / Former
Godfrey & Kahn, S.C.	FVA	Current
Morgan Stanley Smith Barney	FVA / FRG	Current / Former
Invesco	FVA / FRG	Current / Former
JPMorgan Chase	FVA / FRG	Current / Former
Keybank National Association	FVA	Current
Latham & Watkins	FVA	Current
Littler Mendelson, PC	FVA	Current
MacKay Shields LLC	FVA / FRG	Current / Former
Perkins Coie, LLP	FVA	Current
Pershing, LLC	FVA	Current / Former

SEI Global Services, Inc.	FVA	Current
UBS Financial Services	FVA	Current / Former
Whitebox Advisors	FVA / FRG	Current / Former
Fleetplus PTY Limited	FVA	Former
Accenture International Limited	FVA	Former
Arnold & Portery Kaye Scholer LLP	FVA / FRG	Former
Valvoline (Australia) PTY LTD	FVA	Former
BNP Paribas	FVA / FRG	Current / Former
Chubb	FVA	Former
Voya Insurance & Annuity Co.	FVA / FRG	Current / Former
Weil Gotshal & Manges	FVA / FRG	Former
PNC	FVA / FRG / SC	Current / Former
First Midwest Bank	FVA	Former
Fox Rothschild LLP	FVA	Former
Penske Trucking Leasing Co.	FVA	Former
GMT Capital Corp	CF / FVA	Former
Imperial Capital Corporation	FVA	Former
King & Spalding LLP	FVA / FRG	Former
AT&T	FVA	Former
Kulicke & Soffa Industries Inc.	FVA	Former
Amazon US	FVA	Former
Reed Smith LLP	FVA	Former
Pro Unlimited Inc.	FVA	Former
Quarles & Brady, LLP	FVA	Former
TD Ameritrade Clearing, Inc.	FVA	Former
Home Depot	FVA	Former
Bank of America	FRG	Current / Former
BMO Harris Bank	FRG	Current
MUFG Union Bank	FRG	Current / Former
RBC Capital Markets, LLC	FRG	Current / Former
Loomis Sayles & Company	FRG	Current / Former
Murray Natural Gas	FRG	Current
Oppenheimer & Co. Inc.	FRG	Current / Former
Unicredit Banca Spa	FRG	Current
Banco Santander S.A.	FRG	Current / Former
GNC Holdings, Inc.	FRG	Current

HSBC Bank (China) Company Limited	FRG	Current / Former
UMB Bank, National Association	FRG	Current / Former
AIG International	FRG	Current / Former
Merrill Lynch, Pierce, Fenner & Smith, Inc.	FRG	Current
Mackenzie Financial Corp	FRG	Former
US Bank Corporate Payment System	FRG	Former
New Generation Advisors	FRG	Former
Bank of New York Mellon Corp.	FRG	Former
Deloitte	FRG	Former
Sears	FRG	Former
Comerica Bank	FRG	Former
Georgia Power	FRG	Former
Putnam Investments, LLC	FRG	Current / Former
New York Life Investment Management	FRG	Current / Former
Wilmington Trust Company	FVA	Current / Former
RSM US LLP	FVA	Current
Carlyle Investment Management LLC	CF / FVA / FRG	Current / Former
Alvarez & Marsal	FVA	Current
KPMG	CF / FVA	Current / Former
Kirkland & Ellis	FVA / FRG	Current / Former
KPS Capital Partners	FVA	Former
Lithko Contracting, LLC	FVA	Former
AON	SC / FVA	Former
Pricewaterhousecoopers LLP	FRG	Former

(1) Identifies any currently active or closed engagement concluding within the three year period prior to the Petition Date for which the Interested Party identified was an Interested Party in the engagement identified.

Memo: Engagement Summary Abbreviations

CF = Corporate Finance

FVA = Financial Valuation and Advisory x

FRG = Financial Restructuring Group

SC = Strategic Consulting

Exhibit B

Engagement Agreement



HOULIHAN LOKEY

Personal and Confidential

June 25, 2020

Weil, Gotshal & Manges LLP
767 5th Avenue
New York, NY 10153
Attn: Gary T. Holtzer

Dear Mr. Holtzer:

This letter agreement (this “Agreement”) confirms the terms under which Weil, Gotshal & Manges LLP (“Weil”), as counsel to Briggs & Stratton Corporation (“Briggs & Stratton” and collectively with its direct and indirect subsidiaries, the “Company”, and together with Weil, the “Group”) engaged Houlihan Lokey Capital, Inc. (“Houlihan Lokey”), effective as of April 8, 2020 (the “Effective Date”), as the Company’s exclusive financial advisor to provide financial advisory and investment banking services to the Company in connection with one or more potential Transactions (as defined below) and with respect to such other financial matters as to which the Company and Houlihan Lokey may agree in writing during the term of this Agreement. It is the parties’ intent that all of the services (as described herein) are privileged and protected by the attorney work product privilege, attorney client privilege, and any other applicable privilege doctrine available under applicable law. For the avoidance of doubt, notwithstanding anything in this Agreement to the contrary, Weil shall not be liable to Houlihan Lokey or any party to this Agreement for any indemnification, fees or expenses earned, incurred, or due and payable under this Agreement or otherwise.

1. **Services.** In connection with each potential Transaction (as defined below), Houlihan Lokey will assist and advise Weil, as counsel to and on behalf of the Company, with the analysis, evaluation, pursuit and effectuation of any such Transaction. Houlihan Lokey’s services will consist of, if appropriate and if requested by Weil, as counsel to and on behalf of the Company, and the Company, (i) assisting the Group in the development and distribution of selected information, documents and other materials in an effort to create an interest in and to consummate any Transaction(s), including, if appropriate, advising the Group in the preparation of an offering memorandum (it being expressly understood that the Company will remain solely responsible for such materials and all of the information contained therein other than information with respect to, and provided explicitly in writing for inclusion therein by, Houlihan Lokey); (ii) soliciting and assisting the Company in evaluating indications of interest and proposals regarding any Transaction(s) from current and/or potential lenders and/or other counterparties; (iii) assisting the Group with the development, structuring, negotiation and implementation of any Transaction(s), including participating in negotiations with creditors and other parties involved in any Transaction(s) and evaluation of any forward looking impact of any Transaction(s); (iv) providing expert advice and testimony regarding financial matters related to any Transaction(s), if necessary; (v) advising, attending and presenting with Weil, in meetings of the Company’s Board of Directors, creditor groups, official constituencies and other interested parties, as the Group and Houlihan Lokey determine to be necessary or desirable; (vi) reviewing the financial condition, liquidity, operations, competitive environment, prospects

and related matters of the Company, including the impact of COVID-19; (vii) analyzing the Company's current operational strategy and capital structure, including assessment of covenants and potential cross defaults under existing obligations; (viii) providing strategic advice with regard to various alternatives being considered by the Company; and (ix) providing such other financial advisory and investment banking services as may be required by additional issues and developments not anticipated on the Effective Date, as described in Section 9 of this Agreement.

2. **Exclusive Agency.** The Company agrees that neither it nor its management will initiate any discussions regarding a Transaction during the term of this Agreement, except with prior consultation with Houlihan Lokey. In the event the Company or its management receives any bona fide inquiry after the date hereof regarding a Transaction from any party expressing an interest in entering into such Transaction, the Company shall promptly inform Houlihan Lokey of such inquiry so that Houlihan Lokey can assist the Company in evaluating such party and its interest in a Transaction and in any resulting negotiations. Notwithstanding the foregoing or any provision hereof to the contrary, it is understood and agreed that Houlihan Lokey was informed by the Company that (i) JPMorgan Chase Bank, N.A. and/or one or more affiliates thereof ("JPMorgan") (A) was engaged by the Company prior to the date hereof as (x) a sole or joint lead arranger and bookrunner for one or more syndicated credit or loan facilities, with a "left side" designation and the right to appear on the top left of all marketing materials and other documentation related thereto and hold the leading role and responsibility customarily associated with such "top left" placement; and (y) a sole or joint lead bookrunning manager, sole or joint underwriter or joint placement or a sole or joint initial purchaser in respect of one or more public or private offerings by the Company of debt securities (including any debt convertible into equity), common stock, preferred stock, mandatorily convertible securities, warrants and other hybrid or equity-linked securities, and (B) has the right to be offered to act as a non-exclusive dealer-manager, solicitation agent or financial advisor, as applicable, in the case of any restructuring of existing indebtedness of the Company (by consent, tender offer, exchange offer or otherwise), (ii) JPMorgan was engaged by the Company prior to the date hereof as exclusive financial advisor in connection with a possible transaction involving the Company's residential and commercial turf business (the "IKON Business"), which engagement requires the Company to negotiate with JPMorgan concerning engagement as exclusive financial advisor in connection with a Sale Transaction (as defined herein), and (iii) JPMorgan's engagements by the Company are under separate written agreements and JPMorgan shall have no rights or claims with respect to any fees or expenses payable to Houlihan Lokey hereunder, that Houlihan Lokey and JPMorgan are not and will not be deemed for any purpose to be acting as an agent, joint venture, or partner of the other, and Houlihan Lokey does not assume and will not be deemed to have responsibility, express or implied, for any actions or omissions of, or the performance of services by, JPMorgan in connection with a Transaction or otherwise. Houlihan Lokey acknowledges and agrees that any entitlement of JPMorgan to any fees or other compensation from the Company under its separate written agreements in connection with any Transaction shall not be deemed a breach of, or contrary to, the exclusivity provisions of this Agreement.

3. **Fees.** In consideration of Houlihan Lokey's acceptance of this engagement and the performance by it of the services contemplated in this Agreement, the Company, solely, shall pay the following:

- (i) *Initial Fee:* The Company has paid a nonrefundable cash fee of \$200,000 in consideration of Houlihan Lokey accepting this engagement ("Initial Fee").
- (ii) *Monthly Fees:* In addition to the other fees provided for herein, upon the first monthly anniversary of the Original Date (as defined in Section 20 below), and on every monthly anniversary of the Original Date during the term of this Agreement, the Company has or shall, as applicable, pay Houlihan Lokey in advance, without notice or invoice, a nonrefundable cash fee of \$200,000 ("Monthly Fee"). Each Monthly Fee shall be earned upon Houlihan Lokey's receipt thereof in consideration of Houlihan Lokey accepting this engagement and performing services as described herein. Houlihan Lokey shall be entitled to

receive a minimum of two Monthly Fees regardless of a termination of this Agreement within the first three months following the Original Date. 50% of the Monthly Fees previously paid to Houlihan Lokey after the sixth (6th) month following the Original Date shall be credited against any Restructuring Transaction Fee, Financing Transaction Fee, and/or Sale Transaction Fee (each as defined below) to which Houlihan Lokey becomes entitled hereunder (it being understood and agreed that no Monthly Fee shall be credited more than once), except that, in no event shall such Restructuring Transaction Fee, Financing Transaction Fee, and/or Sale Transaction Fee be reduced below zero.

(iii) *Transaction Fee(s)*: In addition to the Initial Fee and the Monthly Fees provided for herein, the Company shall pay Houlihan Lokey the following transaction fee(s):

- a. *Restructuring Transaction Fee*. Upon the earlier to occur of: (I) in the case of an out-of-court Restructuring Transaction (as defined below), the closing of such Restructuring Transaction; and (II) in the case of an in-court Restructuring Transaction, the date of confirmation of a plan of reorganization under Chapter 11 of the Bankruptcy Code (as defined below) pursuant to an order of the applicable bankruptcy court, Houlihan Lokey shall earn, and the Company, solely, shall promptly pay to Houlihan Lokey, a cash fee (“Restructuring Transaction Fee”) equal to 1.05% of the total principal amount of the Company’s outstanding indebtedness for borrowed money that is, without duplication, exchanged, tendered, materially amended, retired, repaid and/or extinguished in such Restructuring Transaction (“Subject Debt”).
- b. *Financing Transaction Fee*. Upon the closing of each Financing Transaction (as defined below), Houlihan Lokey shall earn, and the Company, solely, shall thereupon pay immediately and directly from the gross proceeds, if any, of such Financing Transaction, as a cost of such Financing Transaction, a cash fee (“Financing Transaction Fee”) equal to the sum of: (I) 1.0% of the aggregate principal amount of any indebtedness for borrowed money raised, placed or committed and available at close that is senior to other indebtedness of the Company, secured by a first priority lien and unsubordinated, with respect to both lien priority and payment, to any other indebtedness for borrowed money of the Company (other than with respect to debtor-in-possession financing); (II) 3.0% of the aggregate principal amount of any indebtedness for borrowed money raised, placed or committed and available at close that is secured by a lien (other than a first lien), is unsecured and/or is contractually subordinated, including for the avoidance of doubt any indebtedness with warrants attached where such warrants represent less than five percent (5.0%) ownership of the Company on a fully diluted basis; and (III) 5.0% of the aggregate amount of all equity or equity-linked securities (including, without limitation, convertible securities, preferred stock, and indebtedness with warrants attached where such warrants represent five percent (5.0%) or more of the ownership of the Company on a fully diluted basis) raised, placed or committed and available at close. It is understood and agreed that if the proceeds of any such Financing Transaction are committed at close but not available at close, Houlihan Lokey shall be entitled to an additional Financing Transaction Fee with respect to any such committed amounts when such proceeds become available. The Financing Transaction Fee(s) shall be payable in respect of any underwritten or privately placed sale of Securities that constitutes a Financing Transaction whether such sale has been arranged by Houlihan Lokey, by another agent (or other issuer of the Securities (as defined below) in such Financing Transaction) or directly by the Company. Any non-cash consideration provided to or received in connection with the Financing Transaction (including but not limited to intellectual or intangible property) shall be valued for purposes of calculating the Financing Transaction Fee as equaling the number of Securities issued in exchange for such consideration

multiplied by (in the case of debt securities) the face value of each such Security or (in the case of equity securities) the price per Security paid in the then current round of financing. The fees set forth herein shall be in addition to any other fees that the Company may be required to pay to any investor or other purchaser of Securities to secure its financing commitment. The Financing Transaction Fee payable hereunder shall be subject to a \$1,500,000 minimum Financing Transaction Fee payable upon the first closing of a Financing Transaction. In the event debtor-in-possession financing is raised, a Financing Transaction Fee shall be payable on any incremental capital raised, placed or committed and available at close as part of such debtor-in-possession financing. For the avoidance of doubt, a Financing Transaction Fee shall not be payable on any amount of the pre-petition ABL Facility (as defined below) that is "rolled up" in connection with any debtor-in-possession financing.

To the extent proceeds of any Financing Transaction are used to retire, repay or extinguish existing indebtedness on which a Restructuring Transaction Fee is, or would otherwise be, earned, the amount of such proceeds shall be deducted from the amount of Subject Debt for purposes of calculating the Restructuring Transaction Fee otherwise due to Houlihan Lokey, as provided in Section 3(iii)(a).

- c. *Amendment Transaction Fee.* Upon the closing of any Amendment Transaction (as defined below), Houlihan Lokey shall earn, and the Company, solely, shall promptly pay to Houlihan Lokey, a cash fee ("Amendment Transaction Fee") of \$250,000. In the event more than one Amendment Transaction closes contemporaneously (or substantially contemporaneously) with the Company's lenders and/or note holders, then the total Amendment Transaction Fees in respect of such Amendment Transactions shall be no greater than \$350,000. If one or more Amendment Transaction Fees are earned and payable, 50% of each Amendment Transaction Fee shall be credited against any Restructuring Transaction Fee and/or Sale Transaction Fee to which Houlihan Lokey becomes entitled hereunder.
- d. *Sale Transaction Fee.* Upon the closing of a Sale Transaction, Houlihan Lokey shall earn, and the Company shall thereupon pay immediately and directly from the gross proceeds of such Sale Transaction, as a cost of such Sale Transaction, a cash fee ("Sale Transaction Fee") based upon Aggregate Gross Consideration ("AGC"), calculated in the manner set forth in (I) and (II) below; subject, however, to a minimum Sale Transaction Fee of \$4,000,000:

- I. For AGC up to \$550 million: 1.25% of AGC, plus

- II. For AGC in excess of \$550 million: 3.00% of such incremental AGC.

If more than one Sale Transaction is consummated, Houlihan Lokey shall be compensated based on the AGC from all Sale Transactions, calculated in the manner set forth in (III) and (IV) below; subject, however, to a minimum Sale Transaction Fee of (x) the greater of \$1,000,000 or 4% of AGC for each Sale Transaction with AGC of less than \$40 million, and (y) \$1,750,000 for each other Sale Transaction:

- III. For AGC up to \$550 million: 1.50% of AGC, plus

- IV. For AGC in excess of \$550 million: 3.00% of such incremental AGC.

If both a Restructuring Transaction Fee and a Sale Transaction Fee are earned, Houlihan Lokey shall be paid the higher of a Restructuring Transaction Fee and a Sale Transaction Fee.

Any Financing Transaction Fee, Amendment Transaction Fee, Restructuring Transaction Fee and Sale Transaction Fee is each referred to herein as a "Transaction Fee" and are collectively referred to herein as "Transaction Fees." All payments received by Houlihan Lokey pursuant to this Agreement at any time shall become the property of Houlihan Lokey without restriction. No payments received by Houlihan Lokey pursuant to this Agreement will be put into a trust or other segregated account.

4. **Term and Termination.** This Agreement will commence as of the Effective Date and will continue thereafter (and not terminate or expire) until terminated by Houlihan Lokey or the Company upon thirty days' prior written notice of termination to the other party. The termination of this Agreement shall not affect (i) any provision of this Agreement other than Sections 1 through 3 and (ii) Houlihan Lokey's right to receive, and the Company's obligation to pay, any and all fees, expenses and other amounts due in accordance with this Agreement, whether or not any Transaction shall be consummated prior to or subsequent to the effective date of termination, as more fully set forth in this Agreement.

In addition, notwithstanding the termination of this Agreement, Houlihan Lokey shall be entitled to full payment solely by the Company of the Transaction Fees described in this Agreement: (i) so long as a Transaction is consummated during the term of this Agreement, or within 12 months after the date of termination of this Agreement ("Tail Period"), and/or (ii) if an agreement in principle to consummate a Transaction is executed by any entity comprising the Company during the term of this Agreement, or within the Tail Period, and such Transaction is consummated at any time following such execution with the counterparty named in such agreement, or with any affiliate or employee of, or investor in, such counterparty, or any affiliate of any of the foregoing. If Houlihan Lokey is paid a Restructuring Transaction Fee or Sale Transaction Fee, then the Tail Period coverage provided in this paragraph shall immediately cease in its entirety. In addition, if Houlihan Lokey is paid a Financing Transaction Fee and the Company completes another Financing Transaction within the Tail Period, but Houlihan Lokey did not negotiate or participate in the arrangement of the subsequent Financing Transaction, then Houlihan Lokey shall not be entitled to a fee for the subsequent Financing Transaction. Finally, Houlihan Lokey shall be entitled to an Amendment Fee during the Tail Period or pursuant to clause (ii) above only to the extent Houlihan Lokey actively participated in negotiation or arrangement of the Amendment Transaction prior to the termination of this Agreement.

5. **Transaction.** As used in this Agreement, the term "Transaction" shall mean any of the following:

- (i) *Restructuring Transaction.* Any transaction or series of transactions that constitute a recapitalization or restructuring of the equity and/or debt securities and/or other indebtedness for borrowed money of any entity comprising the Company, including accrued and/or accreted interest thereon, which are outstanding as of the Effective Date, including, without limitation, the Company's revolving credit facility that matures on September 27, 2024 ("ABL Facility") and the 6.875% Senior Notes due on December 15, 2020 ("Senior Notes"), which recapitalization or restructuring is effected pursuant to an exchange transaction, tender offer, a plan of reorganization under the Bankruptcy Code, a solicitation of consents, waivers, acceptances or authorizations, any refinancing, repurchase, exchange, conversion to equity, cancellation, forgiveness, retirement and/or a modification or amendment to the terms, conditions, or covenants (including, without limitation, the principal balance, accrued or accreted interest, payment term, other debt service requirement and/or financial or operating covenant and/or credit enhancement) of any agreements or instruments governing any of the equity and/or debt securities and/or other indebtedness for borrowed money of any entity comprising the Company for at least 12 months (such modification or amendment shall

include, without limitation, any forbearance for at least 12 months with respect to any payment obligation) or any combination of the foregoing transactions (each a “Restructuring Transaction”). For the avoidance of doubt, “Restructuring Transaction” shall not include any settlement, renegotiation, modification or restructuring of any accounts payable or other ordinary course obligations or liabilities.

- (ii) *Financing Transaction.* (a) Any transaction or series of related transactions that constitutes any refinancing of all or any portion of the existing indebtedness for borrowed money of any entity comprising the Company and/or (b) the placement, raising or issuance in an underwritten offering or capital markets transaction of any form of equity, equity-linked or debt securities (including, without limitation, any convertible securities, preferred stock, unsecured, non-senior or subordinated debt securities, and/or senior notes or bank debt) or any loan or other similar financing, including any “debtor in possession financing” or “exit financing” in connection with a case under the Bankruptcy Code by any entity comprising the Company (any or all of which being “Securities”), from any source including, without limitation, any of the existing owners, shareholders, employees, or creditors of any entity comprising the Company (whether or not such transaction is effectuated in-court, out-of-court or through the confirmation of a plan of reorganization under the Bankruptcy Code, or whether the requisite consents to such transaction(s) are obtained in-court or out-of-court) (each a “Financing Transaction”). Notwithstanding the foregoing, “Financing Transaction” shall not include any indebtedness issued or incurred in an aggregate principal amount less than \$20 million.
- (iii) *Amendment Transaction.* Any transaction or series of transactions effected solely out-of-court that consist of (A) a waiver or forbearance by the requisite number of lenders and/or note holders with respect to the Company’s historical or future non-compliance with any restrictive covenant applicable under any of the Company’s debt agreements, or (B) an amendment which is implemented pursuant to a modification of the terms, conditions or covenants (e.g., the financial or operating covenants, interest rate and/or collateral) of any of the Company’s debt agreements, but which in each case does not also constitute a Restructuring Transaction or a Financing Transaction.
- (iv) *Sale Transaction.* Any transaction or series of related transactions that constitute the disposition to one or more third parties (including, without limitation, any person, group of persons, partnership, corporation or other entity, and also including, among others, any of the existing owners, shareholders, employees, or creditors of any entity comprising the Company and/or the affiliates of each) in one or a series of related transactions of (a) all or a material portion (sufficient to constitute a change of control) of the equity securities of any entity comprising the Company and/or (b) any significant portion of the assets (including the assignment of any executory contracts) or operations of any entity comprising the Company or substantially all of the assets of any joint venture or partnership or other entity in which the Company or any entity comprising the Company has less than a controlling interest, in either case, including, without limitation, through a sale or exchange of capital stock, options or assets with or without a purchase option, a merger, consolidation or other business combination, an exchange or tender offer, a recapitalization, the formation of a joint venture, partnership or similar entity, or any similar transaction, including, without limitation, any sale transaction under Sections 363, 1129 or any other provision of Title 11, United States Code (11 U.S.C. §§ 101 et seq.) (the “Bankruptcy Code”) (each a “Sale Transaction”).

Notwithstanding the foregoing, none of the following shall constitute a Restructuring Transaction, Financing Transaction, Amendment Transaction or Sale Transaction (and no fee with respect to any of the following shall be payable hereunder): (a) any indebtedness issued or incurred for purposes of the Company’s ordinary course short-term working capital requirements, ordinary capital lease, purchase

money or equipment financings and letters of credit, overdraft facilities, any non-material securitization or sale-leaseback financing, any floorplan financing, any financing under a program pursuant to the CARES Act or other COVID-19 related government support programs, borrowings under any of the existing credit facilities of the Company or intercompany indebtedness; (b) any amendment of the ABL Facility to address immaterial changes to administrative requirements (e.g., duration of notice periods); (c) any issuance of securities as acquisition consideration (if such issuance of securities is consummated during the Tail Period); and (d) any Sale Transaction during the Tail Period involving solely the following or any portion thereof: the IKON Business, the Company's home maintenance products business, the Company's job site business, or the Company's Victa or Branco businesses.

6. **Aggregate Gross Consideration ("AGC")**. For the purpose of calculating the Sale Transaction Fee, the AGC shall be the gross proceeds and other consideration paid to, or received by, or to be paid to or received by, any entity comprising the Company, or any of its equity or debt holders, or other parties in interest, including, without limitation, holders of warrants and convertible securities, and holders of options or stock appreciation rights, whether or not vested (collectively "Constituents"), in connection with the relevant Sale Transaction. Such proceeds and consideration shall be deemed to include, without limitation: amounts in escrow and any deposits or other amounts forfeited by any investor; cash, notes, securities, and other property; payments made in installments; amounts payable under above-market consulting agreements, above-market employment contracts, non-compete or severance agreements, or similar arrangements with any equity holder; Contingent Payments (as defined below) and/or insurance proceeds upon the occurrence of an insurable event that diminishes the value of the Company. Upon the closing of a Sale Transaction in which less than 100% of the ownership of the equity interests of Briggs & Stratton are sold, the AGC shall be calculated as if 100% of the ownership of the equity interests of Briggs & Stratton on a fully diluted basis had been sold by dividing (i) the total consideration, whether in cash, securities, notes or other forms of consideration, received or receivable by the Company and/or its Constituents by (ii) the percentage of ownership which is sold. If, in the Sale Transaction, no consideration is being paid in respect of the existing equity, AGC of the retained equity shall be determined by the good faith agreement of the parties as to the value of such retained equity implied by the Sale Transaction. In addition, if any of the liabilities of any entity comprising the Company are assumed, decreased, reinstated, satisfied or otherwise paid off in conjunction with a Sale Transaction (by any entity comprising the Company or any investor, in the form of "cure" payments or otherwise), or any of the assets of any entity comprising the Company are sold or otherwise transferred outside of the Company's ordinary course of business to another party prior to the closing of a Sale Transaction (including, without limitation, any dividends or distributions paid to security holders or amounts paid to repurchase any securities) or are retained by any entity comprising the Company after the closing of the Sale Transaction, the AGC will be increased to reflect the face value of any such liabilities and the fair market value of any such assets. For purposes of calculating the Sale Transaction Fee, the term "Contingent Payments" shall mean the consideration received or receivable by the Company, or any of its Constituents and/or any other parties in the form of deferred performance-based payments, "earn-outs", or other contingent payments based upon the future performance of any entity comprising the Company, or any of its businesses or assets.

7. **Value of Consideration**. For the purpose of calculating the AGC received in a Sale Transaction, any securities, other than a promissory note, will be valued at the time of the closing of the Sale Transaction, without regard to any restrictions on transferability, as follows: (i) if such securities are traded on a stock exchange, the securities will be valued at the average last sale or closing price for the ten trading day period ending two days prior to the closing of the Sale Transaction; (ii) if such securities are traded primarily in over-the-counter transactions, the securities will be valued at the mean of the closing bid and asked quotations similarly averaged over a ten trading day period ending two days prior to the closing of the Sale Transaction; and (iii) if such securities have not been traded prior to the closing of the Sale Transaction, Houlihan Lokey and the Company shall negotiate in good faith to agree on a fair valuation thereof, without regard to any restrictions on transferability, for the purposes of calculating the

AGC. For any lease payments and other consideration that is not freely tradable or has no established public market, if the consideration utilized consists of property other than securities, then the value of such property shall be the fair market value thereof as determined in good faith by Houlihan Lokey and the Company. If any consideration to be paid is computed in any foreign currency, the value of such foreign currency shall, for purposes hereof, be converted into U.S. dollars at the prevailing exchange rate on the date or dates on which such consideration is payable. The value of any purchase money or other promissory notes shall be deemed to be the face amount thereof. In the event the AGC includes any Contingent Payments, Houlihan Lokey's Transaction Fee shall be calculated based on the value of such Contingent Payments as of closing, as mutually agreed upon by the parties acting in good faith. If the parties cannot reach such an agreement, an additional Sale Transaction Fee shall be paid to Houlihan Lokey from, and on account of, such Contingent Payments at the same time that each of such Contingent Payments are received regardless of any prior termination or expiration of this Agreement. Each such additional Sale Transaction Fee shall be calculated pursuant to the provisions of this Agreement based upon the amount of each such Contingent Payment.

8. **Characterization of Multiple and/or Complex Transactions.** In the event the Company and Houlihan Lokey are unable to agree in good faith upon the classification of any single Transaction as a Restructuring Transaction, Financing Transaction, Amendment Transaction or Sale Transaction, or if a single Transaction with only one third party shall consist of two, or more, of the foregoing types of Transactions, or elements thereof, Houlihan Lokey shall receive only one Transaction Fee in respect of such Transaction, which shall be equal to the greater of the Restructuring Transaction Fee, Financing Transaction Fee, Amendment Transaction Fee or Sale Transaction Fee, as applicable, as calculated in accordance with the terms of this Agreement. For the avoidance of doubt, and except as otherwise set forth in this Agreement, if two or more single, separate and distinct Transactions occur simultaneously or at different times, whether or not they are connected with or related to one another, the Company shall pay Houlihan Lokey the Transaction Fee for each such separate and distinct Transaction in addition to, and not in lieu of, each other.

9. **Reasonableness of Fees.** The parties acknowledge that this engagement will require a substantial professional commitment of time and effort by Houlihan Lokey. Moreover, the amount of time and effort may vary substantially during different periods of the engagement. As a result, in order to ensure the availability of all necessary professional resources, whenever required, Houlihan Lokey may be foreclosed from pursuing other alternative engagement opportunities. In light of the foregoing, and given: (i) the numerous issues which can currently be anticipated in engagements such as this, (ii) Houlihan Lokey's commitment to the variable level of time and effort necessary to address such issues, (iii) the expertise and capabilities of Houlihan Lokey that will be required in this engagement, and (iv) the market rate for Houlihan Lokey's services of this nature, whether in-court or out-of-court, the parties agree that the fee arrangement provided for herein is reasonable, fairly compensates Houlihan Lokey, and provides the requisite certainty to the Company. The parties further agree and acknowledge that: (a) additional issues and developments, not currently anticipated, may arise and have an impact upon the services to be rendered by Houlihan Lokey hereunder, and may result in substantially more work and/or services being performed by Houlihan Lokey than is anticipated at this time; and (b) as a result of such unanticipated issues and/or developments, the results of Houlihan Lokey's services under this Agreement may also be substantially more beneficial than anticipated at this time. Accordingly, in the event of the occurrence of (a) and/or (b), in the prior sentence, each of the parties to this Agreement may, at the conclusion of the services rendered by Houlihan Lokey pursuant hereto, in its sole and absolute discretion and with no obligation to do so, agree to a modification of the Transaction Fees described herein to more appropriately reflect the actual work performed, services rendered and/or any extraordinary results achieved by Houlihan Lokey pursuant to its engagement hereunder.

10. **Expenses.** In addition to all of the other fees and expenses described in this Agreement, and regardless of whether any Transaction is consummated, the Company, solely, shall, upon Houlihan

Lokey's request, reimburse Houlihan Lokey for its reasonable and documented out-of-pocket expenses incurred from time to time in connection with its services hereunder. Houlihan Lokey bills its clients for its reasonable and documented actual out-of-pocket expenses including, but not limited to (i) travel-related and certain other expenses, without regard to volume-based or similar credits or rebates Houlihan Lokey may receive from, or fixed-fee arrangements made with, travel agents, airlines or other vendors, and (ii) research, database and similar information charges paid to third party vendors, and reprographics expenses, to perform client-related services that are not capable of being identified with, or charged to, a particular client or engagement in a reasonably practicable manner, based upon a uniformly applied monthly assessment or percentage of the fees due to Houlihan Lokey.

Houlihan Lokey shall, in addition, be reimbursed by the Company, solely, for the reasonable and documented fees and expenses of Houlihan Lokey's legal counsel incurred in connection with the performance of this Agreement and the matters contemplated hereby, but in no event greater than \$5,000 without the Company's prior written approval, which approval shall not be unreasonably withheld (provided that such limitation shall not affect the Company's obligations to otherwise pay any such legal fees and other expenses under this Agreement.

11. **Invoicing and Payment.** All amounts payable to Houlihan Lokey shall be made in lawful money of the United States in accordance with the payment instructions set forth on the invoice provided with this Agreement, or to such accounts as Houlihan Lokey shall direct, and the Company shall provide contemporaneous written notice of each such payment to Houlihan Lokey. All amounts invoiced by Houlihan Lokey shall be exclusive of value added tax, withholding tax, sales tax and any other similar taxes ("Taxes"). All amounts charged by Houlihan Lokey will be invoiced together with Taxes where appropriate. Notwithstanding anything to the contrary herein, Weil shall not be responsible for any amounts payable, or any indemnification obligations, under this Agreement; rather, those obligations shall be solely of the Company.

12. **Information.** The Company will provide Houlihan Lokey with access to management and other representatives of the Company, as reasonably requested by Houlihan Lokey. The Company will furnish Houlihan Lokey with such information as Houlihan Lokey may reasonably request for the purpose of carrying out its engagement hereunder, all of which will be, to the Company's best knowledge, accurate and complete in all material respects at the time furnished. In addition, with respect to financial forecasts and projections that may be furnished by the Company to Houlihan Lokey, Houlihan Lokey will be entitled to assume that, as of the date thereof, such financials forecasts and projections have been or will be reasonably prepared in good faith on bases reflecting the best currently available estimates and judgments of the Company's management as to the matters covered thereby. The Company will promptly notify Houlihan Lokey in writing of any material inaccuracy or misstatement in, or material omission from, any information previously delivered to Houlihan Lokey, or any materials provided by the Company to any interested party. Houlihan Lokey shall rely, without independent verification, on the accuracy and completeness of all information that the Company makes publicly available and of all information furnished by the Company. Houlihan Lokey acknowledges and agrees that Weil makes no representation or warranty with respect to any public information, or any non-public information that is not provided to Houlihan Lokey by the Group, and Houlihan Lokey further acknowledges and agrees that Weil is not making any representation or warranty in a personal capacity with respect to any information, including with respect to the accuracy and completeness of such information. The Company understands and agrees that Houlihan Lokey will not be responsible for the accuracy or completeness of such information, and shall not be liable for any inaccuracies or omissions therein. The Company acknowledges that Houlihan Lokey has no obligation to conduct any appraisal of any assets or liabilities of the Company or evaluate the solvency of the Company under any applicable laws relating to bankruptcy, insolvency or similar matters. Any advice (whether written or oral) rendered by Houlihan Lokey pursuant to this Agreement is intended solely for use by the Company and by the Board of Directors of Briggs & Stratton (solely in its capacity as such) in evaluating a Transaction, determining a

course of action or otherwise, and such advice may not be relied upon by any other person or entity or used for any other purpose. Any advice rendered by, or other materials prepared by, or any communication from, Houlihan Lokey may not be disclosed, in whole or in part, to any third party, or summarized, quoted from, or otherwise referred to in any manner without the prior written consent of Houlihan Lokey, except such information may be disclosed (i) on a need-to-know basis to its legal counsel and other professional advisors that are advising the Company with respect to a Transaction or determining a course of action (provided that such advisors agree to, or are otherwise obligated to abide by, the confidentiality, disclosure, reliance and other restrictions with respect to such information set forth in this Agreement, that neither Houlihan Lokey nor any of its affiliates shall have any duty, liability or obligation to such advisors in connection therewith, and that the Company, solely, shall be responsible for any breach by such advisors of the provisions of this Agreement) and (ii) in response to any subpoena, court order, or similar legal demand, provided that prompt prior written notice thereof shall be given to Houlihan Lokey so that Houlihan Lokey (to the extent not prohibited by law) may seek a protective order or other appropriate remedy, and, if Houlihan Lokey fails to obtain such remedy, the Company may disclose only that information which its counsel advises it is legally compelled to disclose. In addition, neither Houlihan Lokey nor the specific terms of this Agreement (but, for the avoidance of doubt, not the existence of this Agreement) may otherwise be referred to without our prior written consent.

Houlihan Lokey acknowledges that, in connection with the services to be provided pursuant to this Agreement, certain confidential, non-public and proprietary information concerning the Company and the Transaction(s) (“Confidential Information”) has been or may be disclosed by the Company to Houlihan Lokey or its employees, affiliates, attorneys, subcontractors and advisors (collectively, “Representatives”). Houlihan Lokey agrees that, without the Company’s prior consent, no Confidential Information will be disclosed, in whole or in part, to any other person (other than to any potential party to a Transaction under appropriate assurances of confidentiality, to those Representatives who need access to any Confidential Information for purposes of performing the services to be provided hereunder, or as may be required by law or regulatory authority). The term “Confidential Information” does not include any information: (a) that was already in the possession of Houlihan Lokey or any of its Representatives, or that was available to Houlihan Lokey or any of its Representatives, on a non-confidential basis, prior to the time of disclosure to Houlihan Lokey or such Representatives; (b) obtained by Houlihan Lokey or any of its Representatives from a third person which, insofar as is known to Houlihan Lokey or such Representatives, is not subject to any prohibition against disclosure; (c) which was or is independently developed by Houlihan Lokey or any of its Representatives without violating any confidentiality obligations under this paragraph; or (d) which was or becomes generally available to the public through no fault of Houlihan Lokey. If Houlihan Lokey becomes required by legal process or regulatory authority to disclose any Confidential Information, prompt notice thereof shall be given to the Company, and Houlihan Lokey may disclose only that information which its counsel advises it is compelled to disclose. Houlihan Lokey’s obligations under this paragraph shall remain in effect for a period of one year after the Effective Date of this Agreement.

13. **Additional Provisions Regarding Financing Transaction.** Weil, on behalf of the Company, (a) authorizes Houlihan Lokey to provide (and Houlihan Lokey shall provide) an information memorandum (or similar document) (as such document may be amended or supplemented and including any information incorporated therein by reference, the “Information Memorandum”) and other pertinent information to prospective investors and other purchasers that are approved by the Company and subject to execution by each such prospective investor or other purchaser of a confidentiality agreement and (b) agrees not to transmit the Information Memorandum to prospective investors or other purchasers without Houlihan Lokey’s prior approval. The Company will be solely responsible for the contents of the Information Memorandum and any and all other written or oral communications provided by the Company to any actual or prospective investor or other purchaser. The Company represents and warrants that the Information Memorandum will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light

of the circumstances under which they were made, not misleading when taken as a whole. If an event occurs as a result of which the Information Memorandum (as then supplemented or amended) would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading when taken as a whole, the Company will promptly notify Houlihan Lokey of such event and Houlihan Lokey will suspend solicitations of prospective investors and other purchasers until such time as the Company prepares (and the Company agrees that, if the solicitation of prospective investors and other purchasers has been so suspended after the Company has accepted orders from prospective investors or other purchasers, the Company will promptly prepare) a supplement or amendment to the Information Memorandum which corrects such statement(s) or omission(s). The Company will (i) make available to each bona fide offeree of the Securities such information (in addition to that contained in the Information Memorandum) concerning the offering of the Securities, the Company and any other relevant matters as any such offeree may reasonably request, and (ii) provide each bona fide offeree the opportunity to ask questions of, and receive answers from, the officers and employees of the Company concerning the terms and conditions of the offering of the Securities.

The Company acknowledges that closing of a Financing Transaction is subject, among other factors, to acceptable documentation, market conditions, and satisfaction of the conditions set forth in one or more agreements to be entered into with any financier, lender, investor or other purchaser of Securities. It is expressly understood that this engagement does not constitute any commitment, express or implied, on the part of Houlihan Lokey to (a) acquire, and does not ensure the successful placement of, any portion of the Securities, (b) secure any other financing on behalf of any person or entity, or (c) ensure that any agreements are executed by any financier, lender, investor or other prospective purchaser of Securities or guarantee the obligations of any such party. The Company further acknowledges and agrees that Houlihan Lokey is not acting as an underwriter of the Securities and shall have no responsibility or obligation to underwrite the Securities, and that Houlihan Lokey's undertaking is subject to our continued satisfaction with the results of our ongoing review of the Company's business and affairs.

In connection with all offers and sales of the Securities, the Company will cause to be addressed and delivered to Houlihan Lokey a written opinion of Company counsel reasonably acceptable to Houlihan Lokey containing (i) an opinion to the effect that the placement of Securities was exempt from registration under the Securities Act of 1933, as amended (the "Act"), and (ii) any other opinions of counsel that have been provided to investors or other purchasers of the Securities or which Houlihan Lokey may reasonably request; provided, however, the Company shall be required to furnish such opinions only if a purchaser of Securities is also requiring such opinions in connection with a Financing Transaction. The Company also will cause to be furnished to Houlihan Lokey at or after each closing of a sale of Securities copies (addressed to Houlihan Lokey, if requested and as appropriate), subject to any limitations on disclosure and/or reliance set forth therein, of such agreements, opinions, certificates and other documents (including, without limitation, accountant's letters) as Houlihan Lokey may reasonably request. The Company hereby acknowledges and agrees that Houlihan Lokey shall be entitled to rely upon the representations and warranties made (whether pursuant to a subscription agreement or in any other written format) to investors or other purchasers of Securities and the Company shall be deemed to have made such representations and warranties to and for the benefit of Houlihan Lokey.

It is understood that the offer and sale of the Securities in a Financing Transaction will be exempt from the registration requirements of the Act, pursuant to Section 4(a)(2) thereof. The Company has not taken, and will not take, any action, directly or indirectly, so as to cause the transactions contemplated by this Agreement to fail to be entitled to exemption under Section 4(a)(2) of the Act. The Company will promptly from time to time take such reasonable action as necessary to qualify the Securities as a private placement under the securities laws of such States and foreign jurisdictions as any prospective investor or other purchaser may reasonably request and will comply with applicable laws. The Company shall cause the issuer of the Securities to offer and sell the Securities only to investors and other purchasers of the

Securities that they reasonably believe to be “accredited investors”, as defined in Rule 501 of Regulation D under the Act. The Company will cause the issuer of the Securities to file in a timely manner with the Securities and Exchange Commission (the “SEC”) and/or each other regulatory authority any notices or other filings with respect to the Securities required by Rule 503 of Regulation D under the Act and/or other applicable law or regulation and will upon request furnish to Houlihan Lokey a signed copy of each such notice or filing promptly after its submission.

In connection with all offers and sales of the Securities, the Company represents and warrants that it has filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC pursuant to the reporting requirements of the Securities Exchange Act of 1934, as amended (“1934 Act”) (all of the foregoing filed prior to the Effective Date and all exhibits included therein and financial statements, notes and schedules thereto and documents incorporated by reference therein being hereinafter referred to as the “SEC Documents”). As of their respective dates, all SEC Documents complied in all material respects with the requirements of the 1934 Act and the rules and regulations of the SEC promulgated thereunder applicable to the SEC Documents, and none of the SEC Documents, at the time they were filed with the SEC, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. As of their respective dates, the financial statements of the Company included in the SEC Documents complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto.

14. **Limitations on Services as Advisor.** Houlihan Lokey’s services are limited to those specifically provided in this Agreement, or subsequently agreed upon in writing by the parties hereto. Houlihan Lokey shall have no obligation or responsibility for any other services including, without limitation, any crisis management or business consulting services related to, among other things, the implementation of any operational, organizational, administrative, cash management, or similar activities. The parties understand that Houlihan Lokey is being engaged hereunder as an independent contractor to provide the services hereunder solely to the Company, and that Houlihan Lokey is not acting as an agent or fiduciary of the Company, its security holders or creditors or any other person or entity in connection with this engagement, and the Company agrees that it shall not make, and hereby waives, any claim based on an assertion of such an agency or fiduciary relationship. In performing its services pursuant to this Agreement, Houlihan Lokey is not assuming any responsibility for the Company’s decision on whether to pursue, endorse or support any business strategy, or to effect, or not to effect, any Transaction(s), which decision shall be made by the Company in its sole discretion. Any duties of Houlihan Lokey arising by reason of this Agreement or as a result of the services to be rendered by Houlihan Lokey hereunder will be owed solely to Briggs & Stratton.

15. **Bankruptcy Court Approval.** In the event that the Company is or becomes a debtor under Chapter 11 of the Bankruptcy Code, whether voluntarily or involuntarily, the Company shall seek an order authorizing the employment of Houlihan Lokey pursuant to the terms of this Agreement, as a professional person pursuant to, and subject to the standard of review of, Section 328(a) of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and applicable local rules and orders and not subject to any other standard of review under Section 330 of the Bankruptcy Code. In so agreeing to seek Houlihan Lokey’s retention under Section 328(a) of the Bankruptcy Code, the Company acknowledges that it believes that Houlihan Lokey’s general restructuring experience and expertise and its knowledge of the capital markets will inure to the benefit of the Company in pursuing any Transaction, that the value to the Company of Houlihan Lokey’s services derives in substantial part from that expertise and experience and that, accordingly, the structure and amount of the contingent Transaction Fee(s) is reasonable regardless of the number of hours to be expended by Houlihan Lokey’s professionals in the performance of the services to be provided hereunder. The Company shall submit Houlihan Lokey’s employment application as soon as practicable following

the Company's filing of a voluntary Chapter 11 case, or the entry of an order for relief in any involuntary case filed against the Company, and use commercially reasonable efforts to cause such application to be considered on the most expedited basis. The employment application and the proposed order authorizing employment of Houlihan Lokey shall be provided to Houlihan Lokey as much in advance of any Chapter 11 filing as is reasonably commercially practicable, and must be acceptable to Houlihan Lokey in its sole discretion. Following entry of the order authorizing the employment of Houlihan Lokey, the Company shall pay all fees and expenses due pursuant to this Agreement, as approved by the court having jurisdiction of the bankruptcy case involving the Company (the "Bankruptcy Court"), as promptly as possible in accordance with the terms of this Agreement and the order of such Bankruptcy Court, the Bankruptcy Code, the Bankruptcy Rules and applicable local rules and orders, and will work with Houlihan Lokey to promptly file any and all necessary applications regarding such fees and expenses with the Bankruptcy Court. Houlihan Lokey shall have no obligation to provide services under this Agreement in the event that the Company becomes a debtor under the Bankruptcy Code unless Houlihan Lokey's retention under this Agreement is approved under Section 328(a) of the Bankruptcy Code by final order of the Bankruptcy Court no longer subject to appeal, rehearing, reconsideration or petition for certiorari, and which is acceptable to Houlihan Lokey in all respects. If the order authorizing the employment of Houlihan Lokey is not obtained, or is later reversed or set aside for any reason, Houlihan Lokey may terminate this Agreement, and the Company shall reimburse Houlihan Lokey for all reasonable and documented fees and expenses then due hereunder and actually and reasonably incurred prior to the date of termination, subject to the requirements of the Bankruptcy Code, Bankruptcy Rules and applicable local rules and orders. Prior to commencing a Chapter 11 case, the Company, solely, shall pay all amounts then due and payable to Houlihan Lokey in cash. The terms of this Section are solely for the benefit of Houlihan Lokey, and may be waived, in whole or in part, only by Houlihan Lokey.

16. **Additional Services.** To the extent Houlihan Lokey is requested by the Company to perform any financial advisory or investment banking services which are not within the scope of this engagement, the Company solely shall pay Houlihan Lokey such fees as shall be mutually agreed upon by the parties hereto in writing, in advance, depending on the level and type of services required, and shall be in addition to the fees and expenses described hereinabove. Failure by Houlihan Lokey to agree to provide any such additional requested services within five (5) days after receipt of Weil's request, on the Company's behalf, or to provide reasonable detail with respect to the basis for any objection thereto shall be deemed a rejection thereof, and thereafter the Company shall have the right to obtain such services from a different provider notwithstanding any provision of this Agreement to the contrary. If Houlihan Lokey agrees to act in any such capacity, the Company and Houlihan Lokey will endeavor to enter into an appropriate form of agreement relating to the type of transaction involved and containing terms and conditions mutually agreeable to the parties thereto (it being understood and agreed that the form of this Agreement (excluding the fee provisions hereof), to the extent appropriate for such an additional engagement and containing such changes as are necessary to facilitate such an additional engagement, would be agreeable to Houlihan Lokey). The Company acknowledges that this Agreement is neither an express nor an implied commitment by Houlihan Lokey to act in any such capacity, which commitment shall only be set forth in a separate agreement.

17. **Required Services.** If Houlihan Lokey is required by law to render services not described herein, but which relate directly or indirectly to the subject matter of this Agreement (including, but not limited to, producing documents, answering interrogatories, attending depositions, giving expert or other testimony, whether by subpoena, court process or order, or otherwise), the Company solely shall pay Houlihan Lokey additional fees to be mutually agreed upon for such services, plus reasonable and documented related out-of-pocket costs and expenses, including, among other things, the reasonable and documented legal fees and expenses of Houlihan Lokey's counsel in connection therewith.

18. **Credit.** After the announcement or closing of any Transaction, with the prior written consent of the Company. Houlihan Lokey may, at its own expense, place announcements on its corporate website

and in financial and other newspapers and periodicals (such as a customary “tombstone” advertisement, including the Company’s logo or other identifying marks) describing its services in connection therewith, it being understood that Houlihan Lokey shall not in connection therewith disclose any material nonpublic information.

Choice of Law; Jury Trial Waiver; Jurisdiction. THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN NEW YORK. THIS AGREEMENT AND ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. EACH OF HOULIHAN LOKEY, WEIL, AND THE COMPANY (ON ITS OWN BEHALF AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF ITS EQUITY HOLDERS) IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF THE ENGAGEMENT OF HOULIHAN LOKEY PURSUANT TO, OR THE PERFORMANCE BY HOULIHAN LOKEY OF THE SERVICES CONTEMPLATED BY, THIS AGREEMENT. REGARDLESS OF ANY PRESENT OR FUTURE DOMICILE OR PRINCIPAL PLACE OF BUSINESS OF THE PARTIES HERETO, EACH PARTY HEREBY IRREVOCABLY CONSENTS AND AGREES THAT ANY CLAIMS OR DISPUTES BETWEEN OR AMONG THE PARTIES HERETO ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) SHALL BE BROUGHT AND MAINTAINED IN ANY FEDERAL OR STATE COURT OF COMPETENT JURISDICTION SITTING IN THE COUNTY OF NEW YORK IN THE STATE OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, WHICH COURTS SHALL HAVE EXCLUSIVE JURISDICTION OVER THE ADJUDICATION OF SUCH MATTERS, AND AGREES TO VENUE IN SUCH COURTS; PROVIDED THAT SUCH CONSENT AND AGREEMENT SHALL NOT BE DEEMED TO REQUIRE ANY BANKRUPTCY CASE INVOLVING THE COMPANY TO BE FILED IN SUCH COURTS, AND IF THE COMPANY BECOMES A DEBTOR UNDER CHAPTER 11 OF THE BANKRUPTCY CODE, DURING ANY SUCH CASE, ANY CLAIMS MAY ALSO BE HEARD AND DETERMINED BEFORE THE BANKRUPTCY COURT. EACH PARTY FURTHER IRREVOCABLY SUBMITS AND CONSENTS IN ADVANCE EXCLUSIVELY TO SUCH JURISDICTION AND VENUE IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURTS, AND HEREBY WAIVES IN ALL RESPECTS ANY CLAIM OR OBJECTION WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS. THE COMPANY AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, SUIT OR CLAIM BROUGHT IN ANY OF THE COURTS REFERRED TO ABOVE SHALL BE CONCLUSIVE AND BINDING UPON IT AND MAY BE ENFORCED IN ANY OTHER COURTS HAVING JURISDICTION OVER IT BY SUIT UPON SUCH JUDGMENT. THE COMPANY IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ALL SUCH DISPUTES BY THE MAILING OF COPIES OF SUCH PROCESS TO THE COMPANY AT 12301 WEST WIRTH STREET, WAUWATOSA, WI 53222, ATTENTION: GENERAL COUNSEL AND CHIEF FINANCIAL OFFICER.

19. **Indemnification and Exculpation.** As a material part of the consideration for the agreement of Houlihan Lokey to furnish its services under this Agreement, the Company agrees (i) to indemnify and hold harmless the HL Parties (as defined below), to the fullest extent lawful, from and against any and all losses, claims, damages or liabilities (or actions in respect thereof), joint or several, arising out of or related to Houlihan Lokey’s engagement under, or any Transaction or proposed Transaction referred to in, this Agreement, and (ii) to reimburse each HL Party for all expenses (including, without limitation, the fees and expenses of counsel) as they are incurred in connection with investigating, preparing, pursuing,

defending, settling or compromising any action, suit, dispute, inquiry, investigation or proceeding, pending or threatened, brought by or against any person or entity (including, without limitation, any shareholder or derivative action or any claim to enforce this Agreement), arising out of or related to Houlihan Lokey's engagement under, or any Transaction or proposed Transaction referred to in, this Agreement. However, the Company shall not be liable under the foregoing indemnification provision to the extent of any loss, claim, damage, liability or expense which is finally judicially determined by a court of competent jurisdiction to have resulted from the willful misconduct, bad faith, actual fraud, reckless disregard of duties or gross negligence of Houlihan Lokey or such HL Party, and in such case, the Company shall be entitled to recover from the applicable HL Party any expenses advanced by the Company to such HL Party hereunder to the extent attributable to such loss, claim, damage, liability or expense, subject to such HL Party's rights of contribution.

If for any reason the foregoing indemnification or reimbursement is unavailable to any HL Party or insufficient to fully indemnify any HL Party or hold it harmless in respect of any losses, claims, damages, liabilities or expenses referred to in subsections (i) or (ii) of such indemnification or reimbursement provisions, then the Company shall contribute to the amount paid or payable by such HL Party as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and Houlihan Lokey, on the other hand, in connection with the matters contemplated by this Agreement. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then the Company shall contribute to such amount paid or payable by such HL Party in such proportion as is appropriate to reflect not only such relative benefits, but also the relative fault of the Company (and its affiliates, and their respective directors, employees, agents and other advisors), on the one hand, and such HL Party, on the other hand, in connection therewith, as well as any other relevant equitable considerations. Notwithstanding the foregoing, in no event shall the HL Parties be required to contribute an aggregate amount in excess of the amount of fees actually received by Houlihan Lokey from the Company pursuant to this Agreement. Relative benefits received by the Company, on the one hand, and Houlihan Lokey, on the other hand, shall be deemed to be in the same proportion as (i) the total value paid or received or contemplated to be paid or received by the Company, and its security holders, creditors, and other affiliates, as the case may be, pursuant to the transaction(s) (whether or not consummated) contemplated by the engagement hereunder, bears to (ii) the fees received by Houlihan Lokey under this Agreement. The Group shall not settle, compromise or consent to the entry of any judgment in or otherwise seek to terminate any pending or threatened action, suit, dispute, inquiry, investigation or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not an HL Party is an actual or potential party thereto), or facilitate any such settlement by its officers or directors, unless such settlement, compromise, consent or termination contains a release of the HL Parties reasonably satisfactory in form and substance to Houlihan Lokey.

The Group further agrees that neither Houlihan Lokey nor any other HL Party shall have any liability (whether direct or indirect and regardless of the legal theory advanced) to the Company or any person or entity asserting claims on behalf of or in right of the Company arising out of or related to Houlihan Lokey's engagement under, or any Transaction or proposed Transaction referred to in, this Agreement, except to the extent of losses, claims, damages or liabilities incurred by the Company which are finally judicially determined by a court of competent jurisdiction to have resulted from the bad faith, actual fraud, reckless disregard of duties, willful misconduct or gross negligence of such HL Party, and no HL Party shall have any liability whatsoever to Weil arising out of or relating to Houlihan Lokey's engagement under, or any matter referred to in, this Agreement.

If Houlihan Lokey receives notice of the commencement of any action or proceeding in respect of which indemnity will be sought from the Company hereunder, Houlihan Lokey shall notify the Company of such action or proceeding, provided that failure to notify the Company shall not relieve the Company from any liability hereunder (a) if the Company had actual notice of such action or proceeding, or

(b) unless and only to the extent of any forfeiture by the Company of substantial rights and defenses resulting therefrom, and will not in any event relieve the Company from any obligation or liability that the Company may have to any HL Party otherwise than on account of the indemnity obligation hereunder. If an HL Party is entitled to indemnification hereunder in connection with an action or proceeding, the Company may, in actions or proceedings other than those brought by or on behalf of the Company, upon notice to such HL Party, assume the defense thereof, by retaining U.S.-based counsel reasonably satisfactory to such HL Party and paying the fees and expenses of such counsel. Any HL Party shall have the right to employ separate counsel in any such action or proceeding and to participate in the defense thereof, but the fees and expenses of such counsel incurred after receipt of such notice from the Company shall be at the expense of such HL Party, unless (a) the Company has agreed to pay the fees and expenses of such counsel, or (b) the Company shall have failed to timely assume the defense of such action or proceeding or retain counsel reasonably satisfactory to such HL Party, or (c) the targets of or named parties to any such action or proceeding (including any impleaded parties) include both the Company and such HL Party, and, as reasonably determined by such HL Party in good faith, (i) there are legal defenses available to such HL Party or another HL Party that are materially different than or additional to those available to the Company, or (ii) the representation of such parties by the same counsel is not appropriate due to an actual or potential conflict of interest (in which case, if such HL Party notifies the Company in writing that it elects to retain separate counsel, (A) the Company shall not have the right to assume the defense of such action or proceeding on behalf of such HL Party, and (B) such HL Party may employ separate counsel to represent or defend it in any such action or proceeding and the Company will pay the reasonable and documented fees and expenses of such counsel (in addition to local counsel).

The Company shall cause any new company or entity that may be formed by the Company, for any purpose, to agree to all of the obligations in this Section to Houlihan Lokey in accordance with the foregoing provisions. Subject to applicable law and the terms of any related agreement, prior to effecting any (i) merger, statutory exchange or other business combination or proposed sale, exchange, dividend or other distribution or liquidation of all or a significant portion of its assets, or (ii) significant recapitalization or reclassification of its outstanding securities that does not directly or indirectly provide for the assumption of the obligations of the Company set forth in this Agreement or the payment in full of all amounts then due to Houlihan Lokey, the Company will notify Houlihan Lokey in writing thereof (if not previously so notified) and, if requested by Houlihan Lokey, shall arrange in connection therewith alternative means of providing for the obligations of the Company set forth in this Agreement, including the assumption of such obligations by another party, insurance, surety bonds, the creation of an escrow, or other credit support arrangements, in each case in an amount and upon terms and conditions satisfactory to Houlihan Lokey and consistent with the terms of this Agreement.

The indemnity, reimbursement, and other obligations and agreements of the Company and agreements of Weil set forth herein (i) shall, for the avoidance of doubt, apply to any activities or actions arising out of or related to Houlihan Lokey's engagement under, or any Transaction or proposed Transaction referred to in, this Agreement, prior to the Effective Date, and to any modifications of this Agreement, and (ii) shall be in addition to any obligation or liability which the Company may otherwise have to any HL Party. The Company agrees that Houlihan Lokey would be irreparably injured by any breach of this Agreement, that money damages alone would not be an adequate remedy for any such breach and that, in the event of any such breach, Houlihan Lokey shall be entitled, in addition to any other remedies, to pursue injunctive relief and specific performance.

For purposes of this Agreement, the term "HL Parties" shall mean Houlihan Lokey and its affiliates, and their respective past, present and future directors, officers, partners, members, employees, agents, representatives, advisors, subcontractors and controlling persons.

20. **Miscellaneous.** This Agreement shall be binding upon the parties hereto and their respective successors, heirs and assigns and any successor, heir or assign of any substantial portion of such parties'

respective businesses and/or assets, including any Chapter 11 trustee appointed on behalf of the Company.

Nothing in this Agreement, express or implied, is intended to confer or does confer on any person or entity, other than the parties hereto, the HL Parties and each of their respective successors, heirs and assigns, any rights or remedies (directly or indirectly as a third party beneficiary or otherwise) under or by reason of this Agreement or as a result of the services to be rendered by Houlihan Lokey hereunder.

This Agreement is the complete and exclusive statement of the entire understanding of the parties regarding the subject matter hereof, and supersedes all previous agreements or understandings regarding the same, whether written or oral, including (i) that letter agreement between Houlihan Lokey and the Company (the "Original Letter"), dated as of April 4, 2020 (the "Original Date"), and (ii) that letter agreement between Houlihan Lokey and Weil (the "Amended Letter"), dated as of May 5, 2020; provided, however, that nothing herein shall be deemed to modify or otherwise affect that certain Confidentiality Agreement between Briggs & Stratton and Houlihan Lokey Capital, Inc. dated as of October 23, 2019 (the "NDA") or deprive either Houlihan Lokey or the Company of any rights or protections under the Original Letter or the Amended Letter that relate to the time period from the Original Date to the Effective Date. This Agreement may not be amended, and no portion hereof may be waived, except in a writing duly executed by the parties hereto.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect pursuant to the terms hereof.

To help the United States government fight the funding of terrorism and money laundering activities, the federal law of the United States requires all financial institutions to obtain, verify and record information that identifies each person with whom they do business as a condition to doing business with that person. Accordingly, the Company will provide Houlihan Lokey promptly upon request (i) certain information regarding the identities of all individuals who, directly or indirectly, own 25% or more of the Company's equity interests as well as the Company's executive officers and other control persons, and (ii) certain identifying information necessary to verify the Company's identity, such as a government-issued identification number (e.g., a U.S. taxpayer identification number), certified articles of incorporation, a government-issued business license, partnership agreement, or trust instrument. By executing this Agreement, the Company confirms that all such information provided to Houlihan Lokey is accurate and complete in all material respects.

This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. Such counterparts may be delivered by one party to the other by facsimile or other electronic transmission, and such counterparts shall be valid for all purposes.

The Group represents and warrants on the date hereof that (a) it has all requisite power and authority to enter into this Agreement on behalf of itself and each of its direct and indirect subsidiaries, and (b) this Agreement has been duly and validly authorized by all necessary corporate action on the part of such party and has been duly executed and delivered by or on behalf of each such party and constitutes a legal, valid and binding agreement of each such party, enforceable in accordance with its terms, as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer and other laws affecting creditors' rights and by general principles of equity. This Agreement has been reviewed by the signatories hereto and their counsel. There shall be no construction of any provision against Houlihan Lokey because this Agreement was drafted by Houlihan Lokey, and the parties waive any statute or rule of law to such effect.

The Company agrees that it will be solely responsible for ensuring that any Transaction complies with applicable law. The Group understands that Houlihan Lokey is not undertaking to provide any legal, regulatory, accounting, insurance, tax or other similar professional advice and the Group confirms that it is relying on its own counsel, accountants and similar advisors for such advice.

To the extent that the Company hereunder is comprised of more than one entity or company, the obligations of the Company under this Agreement are joint and several, and any consent, direction, approval, demand, notice or the like given by any one of such entities or companies shall be deemed given by all of them and, as such, shall be binding on the Company.

The Group understands and acknowledges that Houlihan Lokey and its affiliates (collectively, the “Houlihan Lokey Group”) engage in providing investment banking, securities trading, financing, financial advisory, and consulting services and other commercial and investment banking products and services to a wide range of institutions and individuals. In the ordinary course of business, the Houlihan Lokey Group and certain of its employees, as well as investment funds in which they may have financial interests or with which they may co-invest, may acquire, hold or sell, long or short positions, or trade or otherwise effect transactions, in debt, equity, and other securities and financial instruments (including bank loans and other obligations) of, or investments in, the Company or any other party that may be involved in the matters contemplated by this Agreement or have other relationships with such parties (subject, in each of the foregoing cases, to compliance with applicable law). With respect to any such securities, financial instruments and/or investments, all rights in respect of such securities, financial instruments and investments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion. In addition, the Houlihan Lokey Group may in the past have had, and may currently or in the future have, financial advisory or other investment banking or consulting relationships with parties involved in the matters contemplated by this Agreement, including parties that may have interests with respect to the Company, a Transaction or other parties involved in a Transaction, from which conflicting interests or duties may arise. Although the Houlihan Lokey Group in the course of such other activities and relationships or otherwise may have acquired, or may in the future acquire, information about the Company, a Transaction or such other parties, or that otherwise may be of interest to the Group, the Houlihan Lokey Group shall have no obligation to, and may not be contractually permitted to, disclose such information, or the fact that the Houlihan Lokey Group is in possession of such information, to the Group or to use such information on the Group’s behalf.


In order to enable Houlihan Lokey to bring relevant resources to bear on its engagement hereunder from among its global affiliates, the Group agrees that Houlihan Lokey may, subject to compliance with the confidentiality undertakings herein, share information obtained from the Company and other parties hereunder with other members of the Houlihan Lokey Group solely in connection with the performance of its services provided hereunder, and may perform the services contemplated hereby in conjunction with such other members, but shall in all cases remain responsible for the performance of such services in accordance with this Agreement, subject to the provisions hereof and any confidentiality provisions otherwise applicable thereto . Houlihan Lokey is responsible for any breach hereof by any members of the Houlihan Lokey Group.

Gary T. Holtzer
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If the foregoing correctly sets forth our agreement, please sign and return to us a copy of this Agreement.

Very truly yours,

HOULIHAN LOKEY CAPITAL, INC.

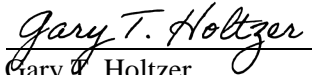
By: 
William Peluchiwksi
Senior Managing Director

By: 
Chris Hebble
Managing Director

By: 
D. Reid Snellenbarger
Managing Director

Accepted and agreed to as of the Effective Date:

Weil, Gotshal & Manges LLP

By: 
Gary T. Holtzer

Accepted and agreed to as of the Effective Date:

BRIGGS & STRATTON CORPORATION, on its own behalf, and on behalf of its direct and indirect subsidiaries


By: _____
Todd Teske
Chairman, CEO and President

Gary T. Holtzer
Page 19


If the foregoing correctly sets forth our agreement, please sign and return to us a copy of this Agreement.

Very truly yours,

HOULIHAN LOKEY CAPITAL, INC.

By: 
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Senior Managing Director

By: 
Chris Hebble
Managing Director

By: 
D. Reid Snellenbarger
Managing Director

Accepted and agreed to as of the Effective Date:

Weil, Gotshal & Manges LLP

By: _____
Gary T. Holtzer

Accepted and agreed to as of the Effective Date:

BRIGGS & STRATTON CORPORATION, on its own behalf, and on behalf of its direct and indirect subsidiaries

By: 
Todd Teske
Chairman, CEO and President