

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION**

In Re:)	Chapter 11
)	
Briggs & Stratton, et al.,)	Case No. 20-43597-399
)	
Debtors.)	(Jointly Administered)

OBJECTION OF GEORGIA POWER COMPANY TO PROPOSED CURE COSTS

Georgia Power Company (“Georgia Power”), by and through its undersigned attorneys, hereby objects to Debtors’ propose cure costs set forth in the Notice of Cure Costs and Proposed Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale filed by the above-captioned debtors (collectively, the “Debtors”) on August 19, 2020 at Docket No. 514 (the “Cure Notice”), and in support hereof, shows as follows:

1. The Cure Notice lists the following proposed cure amounts with respect to executory contracts between the Debtors and Georgia Power:

DOCUMENT_ 08202	BRIGGS & STRATTON CORPORATION	GEORGIA POWER	CONFIDENTIALITY AGREEMENT	\$0.00
DOCUMENT_ 08201	BRIGGS & STRATTON CORPORATION	GEORGIA POWER	SERVICE AGREEMENT	\$0.00
DOCUMENT_ 01600	BRIGGS & STRATTON CORPORATION	GEORGIA POWER CO	SERVICE AGREEMENT	\$0.00
DOCUMENT_ 01601	BRIGGS & STRATTON CORPORATION	GEORGIA POWER CO	SERVICE AGREEMENT	\$177.09
DOCUMENT_ 09631	BRIGGS & STRATTON CORPORATION	GEORGIA POWER COMPANY	FACILITIES AGREEMENT	\$0.00
DOCUMENT_ 09627	BRIGGS & STRATTON CORPORATION	GEORGIA POWER COMPANY	FACILITIES AGREEMENT	\$0.00
DOCUMENT_ 09629	BRIGGS & STRATTON CORPORATION	GEORGIA POWER COMPANY	SERVICE AGREEMENT	\$0.00
DOCUMENT_ 09625	BRIGGS & STRATTON CORPORATION	GEORGIA POWER COMPANY	SERVICE AGREEMENT	\$0.00

2. The information contained in the Cure Notice with respect to executory contracts with Georgia Power is insufficient to determine the precise contracts being referenced. Georgia Power is in the process of attempting to reconcile this list with its own records.



3. Further, it is clear that the proposed cure amounts are not accurate. The prepetition amounts due are not nearly zero as the Debtors have indicated; instead, the amounts due for the prepetition period are significantly higher, as follows:

NAME	ACCT #	SVC ADDRESS	SVC PERIOD	Prepetition Debt
Briggs & Stratton	83915-76013	46 Holland Ind Park Blvd	8/30/11-7/20/20	\$ 75.28
	00031-37200	7251 Zell Miller Pkwy	7/5/95-7/20/20	\$ 220,824.95
	00873-76029	7251 Zell Miller Pkwy Ureg Lts	2/1904-7/20/20	\$ 2,216.59
	51045-75005	7251 Zell Miller Pkwy Whse	7/11/95-7/20/20	\$ 4,282.01
			(subtotal)	\$ 227,398.83
Briggs & Stratton Pwr Prod	06717-72044	5356 E Ponce De Leon Ave *unit A	1/16/20-7/20/20	\$ 15,871.26
			(subtotal)	\$ 15,871.26
			<u>(Total Debt)</u>	<u>\$ 243,270.09</u>

Argument

1. Section 365(b) of the Bankruptcy Code provides that, in order to assume (and assign) executory contracts, defaults must be cured.

2. Here, while the Debtors list practically no cure amounts for the contracts with Georgia Power that it intends to assume and assign as part of the proposed sale, the cure amounts the Debtors list are totally inaccurate.

3. While the Cure Notice does not contain sufficient information for Georgia Power to properly identify the contracts listed (and thereby match the actual cure amounts with the contracts listed), Georgia Power remains certain that the cure amounts listed are inaccurate.

Specifically, the listed cure amounts total only \$177.09, while Georgia Power knows that the prepetition debt total is the much more significant amount of \$243,270.09 as shown in paragraph 3 above.

4. Georgia Power remains willing to work with the Debtors to reconcile these cure amount disputes/differences. However, Georgia Power was granted an extension of time to file an objection to the Cure Notice to only Monday, September 15, 2020; thus, Georgia Power has filed this objection to meet that cure deadline.

5. For the reasons stated above, Georgia Power objects to the propose cure amounts contained in the Cure Notice.

WHEREFORE, for the reasons set forth above, Georgia Power requests that the Court enter an order denying the Debtor's proposed cure amounts, finding that Georgia Power's proposed cure amounts above are accurate with respect the executory contracts between the Debtors and Georgia Power and granting such other and further relief as is just and appropriate.

Dated: September 14, 2020

/s/ Deborah L. Fletcher

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CERTIFICATE OF SERVICE

I hereby certify that on September 14, 2020, a copy of the foregoing OBJECTION OF GEORGIA POWER COMPANY TO PROPOSED CURE COSTS [Related Docket No. 514] was served by electronic notification through the CM/ECF System to all parties registered to receive notice in this case and by email or first class mail to all other parties identified in Related Docket No. 514.

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