

Fill in this information to identify the case:

United States Bankruptcy Court for the District of Eastern District of Missouri

Case number (if known): _____ Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/20

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name Billy Goat Industries, Inc.

2. All other names debtor used in the last 8 years
Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 43-0914442

4. Debtor's address

<p>Principal place of business</p> <p><u>731 MO-142</u> Number Street</p> <p><u>Poplar Bluff MO 63901</u> City State ZIP Code</p> <p><u>Butler</u> County</p>	<p>Mailing address, if different from principal place of business</p> <p><u>P.O. Box 702</u> P.O. Box</p> <p><u>Milwaukee WI 53201</u> City State ZIP Code</p> <p>Location of principal assets, if different from principal place of business</p> <p><u>1803 SW Jefferson Street</u> Number Street</p> <p><u>Lee's Summit MO 64082</u> City State ZIP Code</p>
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5. Debtor's website (URL) https://www.billygoat.com/na/en_us/home.html

6. Type of debtor
 Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
 Partnership (excluding LLP)
 Other. Specify: _____



Debtor Billy Goat Industries, Inc.
Name

Case number (if known) 20- ()

7. Describe debtor's business

A. *Check one:*

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Railroad (as defined in 11 U.S.C. § 101(44))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- Clearing Bank (as defined in 11 U.S.C. § 781(3))
- None of the above

B. *Check all that apply:*

- Tax- exempt entity (as described in 26 U.S.C. § 501)
- Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

3353 – Electrical Equipment Manufacturing

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- Chapter 7
- Chapter 9
- Chapter 11. *Check all that apply:*

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

- The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- The debtor is a debtor as defined in 11 U.S.C. § 1182(1). Its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000 **and it chooses to proceed under Subchapter V of Chapter 11**. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- A plan is being filed with this petition.
- Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

No

Yes District _____ When _____ Case number _____
MM/ DD/ YYYY

If more than 2 cases, attach a separate list.

District _____ When _____ Case number _____
MM / DD/ YYYY

Debtor Billy Goat Industries, Inc.
Name

Case number (if known) 20- ()

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

No

Yes

Debtor See Schedule 1 Relationship See Schedule 1

District Eastern District of Missouri When July 20, 2020

MM / DD / YYYY

Case number, if known _____

List all cases. If more than 1, attach a separate list.

11. Why is the case filed in this district?

Check all that apply:

- Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

No

Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

- It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard? _____

- It needs to be physically secured or protected from the weather.
- It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

Other _____

Where is the property?

Number _____ Street _____

City _____ State _____ ZIP Code _____

Is the property insured?

- No
- Yes. Insurance agency _____

Contact Name _____

Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

- Funds will be available for distribution to unsecured creditors.
- After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

(on a consolidated basis with all affiliated debtors)

- 1-49
- 50-99
- 100-199
- 200-999
- 1,000-5,000
- 5,001-10,000
- 10,001-25,000
- 25,001-50,000
- 50,001-100,000
- More than 100,000

Debtor Billy Goat Industries, Inc.
Name

Case number (if known) 20- ()

- | | | | |
|---|--|--|--|
| 15. Estimated assets
(on a consolidated basis with all affiliated debtors) | <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| | <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion |
| | <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| | <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |
| 16. Estimated liabilities
(on a consolidated basis with all affiliated debtors) | <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| | <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion |
| | <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| | <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Request for Relief, Declaration, and Signatures


WARNING – Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

- The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.
- I have been authorized to file this petition on behalf of the debtor.
- I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 20, 2020
MM / DD / YYYY

x 

Signature of authorized representative of debtor

Senior Vice President and Chief Financial Officer

Title

Mark A. Schwertfeger

Printed name

18. Signature of attorney

x / s/ Robert E. Eggmann Date July 20, 2020

Signature of attorney for debtor MM / DD / YYYY

Robert E. Eggmann Ronit J. Berkovich

Printed Name

Carmody MacDonald P.C. Weil, Gotshal & Manges LLP

Firm Name

120 S. Central Avenue, Suite 1800 767 Fifth Avenue

Address

St. Louis, Missouri 63105 New York, New York 10153

City/State/Zip

(314) 854-8600 (212) 310-8000

Contact Phone

ree@carmodymacdonald.com Ronit.Berkovich@weil.com

Email Address

#37374MO Missouri

Bar Number State

Schedule 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the affiliated entities listed below (including the debtor in this chapter 11 case, collectively, the “**Debtors**”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Eastern District of Missouri. The Debtors have filed a motion requesting that the chapter 11 cases of these entities be consolidated for procedural purposes only and jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure.

COMPANY
Briggs & Stratton Corporation
Billy Goat Industries, Inc.
Allmand Bros., Inc.
Briggs & Stratton International, Inc.
Briggs & Stratton Tech, LLC

**ACTION BY
WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
BILLY GOAT INDUSTRIES, INC.**

July 19, 2020

The required members of the board of directors of Billy Goat Industries, Inc. (the “Company”) do hereby consent to, adopt, and approve, by written consent in accordance with Section 351.340 of the 2019 Missouri Revised Statutes, the following resolutions and each and every action effected thereby:

WHEREAS, the board of directors (the “Board”) of the Company has reviewed and had the opportunity to ask questions about the materials presented by the management and the legal and financial advisors of the Company regarding the liabilities and liquidity of the Company, the strategic alternatives available to it and the impact of the foregoing on the Company’s businesses; and

WHEREAS, the Board has had the opportunity to consult with the management and the legal and financial advisors of the Company to fully consider each of the strategic alternatives available to the Company; and

WHEREAS, the Board believes that commencing the Chapter 11 Cases (as defined below) is in the best interests of the Company; and

WHEREAS, it is proposed that the Company and certain of its affiliates (together with the Company, the “Sellers”) enter into a Stock and Asset Purchase Agreement (the “SAPA”) with Bucephalus Buyer, LLC (the “Buyer”), pursuant to which, among other things, (i) the Buyer will act as a “stalking horse” bidder in the Court-supervised sale process for the business and assets of the Sellers and (ii) subject to the receipt of higher or better offers in accordance with the Bidding Procedures Order (as defined in the SAPA) as well as the approval of the Bankruptcy Court (as defined below) and other customary conditions set forth in the SAPA, the Buyer will purchase, acquire and assume from the Sellers the Acquired Assets, the Acquired Equity Interests and the Assumed Liabilities (each as defined in the SAPA), in each case as set forth in the SAPA, for a cash purchase price of \$550,000,000 subject to certain adjustments as set forth in the SAPA; and

WHEREAS, the Board believes that entering into the lending transactions or the guarantee of the lending transactions, as applicable, under that certain debtor-in-possession credit facility is in the best interests of the Company; and

WHEREAS, Briggs & Stratton Corporation, a Wisconsin corporation (the “DIP Borrower”) desires to enter into, deliver, and perform its obligations under that certain Senior Secured Debtor-In-Possession Revolving and Term Credit Agreement, dated on or around the date hereof (as may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “DIP Credit Agreement”), by and among the DIP Borrower, Briggs & Stratton AG, a Swiss corporation (“Swiss Borrower”), and the other borrowers from time to time party thereto, as borrowers (together with the DIP Borrower and the Swiss Borrower, each individually a “Borrower” and, collectively, the “Borrowers”), the lenders from time to time party thereto (the “DIP Lenders”), and JPMorgan Chase Bank, N.A., as administrative agent for the DIP Lenders (in such capacity, including any successor thereto, the “DIP Administrative Agent”) and as collateral agent for the DIP Lenders (in such capacity, including any successor thereto, the “DIP Collateral Agent,” and together with the DIP Administrative Agent, the “DIP Agents”), pursuant to which \$677,500,000 in aggregate principal amount

will be made available to the Borrowers on the terms and conditions set forth in the DIP Credit Agreement;

WHEREAS, severally pursuant to (i) the entry by the applicable bankruptcy court of any interim and final orders approving the DIP Credit Agreement, (ii) that certain U.S. Senior Secured Debtor-in-Possession Collateral Agreement, dated on or around the date hereof (as may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “DIP Security Agreement”), by and among the DIP Borrower, the Company (as party to that certain U.S. Senior Secured Debtor-in-Possession Collateral Agreement, the “DIP Guarantor”), the other pledgors from time to time party thereto and the DIP Collateral Agent and (iii) that certain Debtor-in-Possession Guarantee Agreement, dated on or around the date hereof (as may be amended, restated, amended and restated, supplemented, and/or otherwise modified from time to time, the “DIP Guarantee Agreement”), among the DIP Borrower, the DIP Guarantor, the other subsidiaries of the DIP Borrower from time to time party thereto and the DIP Collateral Agent, (x) the DIP Borrower and the DIP Guarantor shall grant to the DIP Collateral Agent for the benefit of the DIP Lenders and the other secured parties a legal, valid, continuing and enforceable security interest in the Collateral (with the priority fully described therein and in the DIP Credit Agreement), (such grant, the “Security Grant”) and (y) the DIP Guarantor shall guarantee, without limitation, the obligations of the Borrowers (under, without limitation, the DIP Credit Agreement) (such guarantee the “Guaranty of Obligations”).

WHEREAS, the Board believes that taking the actions set forth below are in the best interests of the Company and, therefore, desires to approve the following resolutions.

I. Commencement of Chapter 11 Case

NOW, THEREFORE, BE IT RESOLVED, that the Board has determined, after due consultation with the management and the legal and financial advisors of the Company, that it is desirable and in the best interests of the Company, its creditors, and other parties in interest that a petition be filed by the Company seeking relief under the provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”); and be it further

RESOLVED, that any elected officer or director of the Company (each, an “Authorized Officer”) be, and each of them, with full power and authority to act without the others, hereby is, authorized, empowered and directed to execute and file in the name and on behalf of the Company, and under its corporate seal or otherwise, all petitions, schedules, statements, motions, lists, applications, pleadings, orders, and other documents in the United States Bankruptcy Court for the Eastern District of Missouri (the “Bankruptcy Court”), and, in connection therewith, to employ and retain all assistance by legal counsel, accountants, financial advisors, investment bankers and other professionals, and to take and perform any and all further acts and deeds which such Authorized Officer, who may act without the joinder of any other Authorized Officer, deems necessary, proper, or desirable in connection with the Company’s chapter 11 cases (each, a “Chapter 11 Case” and together, the “Chapter 11 Cases”), including, without limitation, continuing to use cash in the ordinary course and negotiating, executing, delivering, and performing any and all documents, agreements, certificates, and/or instruments in connection with the transactions and professional retentions set forth in this resolution, with a view to the successful prosecution of such Chapter 11 Cases; and be it further

II. Stalking Horse Agreement

RESOLVED, that the Board has carefully considered the terms and conditions of the SAPA and the transactions contemplated thereby, and the Board has determined, after due consultation with the management and the legal and financial advisors of the Company, that it is advisable and in the

best interests of the Company, its creditors, and other parties in interest to enter into the SAPA; and be it further

RESOLVED, that the form, terms and provisions of the SAPA, and the execution, delivery and performance thereof and the consummation of the transactions contemplated thereunder by the Company, are hereby authorized and approved in all respects; and be it further

RESOLVED, that the Authorized Officers be, and each of them, with full power and authority to act without the others, hereby is, authorized, empowered and directed in the name and on behalf of the Company to negotiate, finalize, execute and deliver the SAPA, with any such changes, revisions, amendments and additions thereto as any such Authorized Officer shall, in his or her sole discretion, deem appropriate, such approval to be conclusively evidenced by such negotiation, finalization, execution and delivery thereof, and that each Authorized Officer be, and each of them, with full power and authority to act without the others, hereby is, authorized, empowered and directed in the name and on behalf of the Company to cause the Company to perform its obligations under the SAPA and to cause the Company to consummate the transactions contemplated by the SAPA in accordance with the terms of the SAPA and to do any and all other acts and things, and to negotiate, finalize, execute and deliver any and all additional certificates, documents or instruments, that, in the opinion of such Authorized Officer, shall be necessary, desirable or appropriate to carry into effect the purposes and intent of these resolutions; and be it further

RESOLVED, that, in order for the Company to comply with all applicable requirements, rules and regulations of domestic or foreign (whether national, federal, state, provincial, local or otherwise) administrative or governmental agencies in each jurisdiction where the Company or any of its subsidiaries conducts any business or owns any property or assets, the Authorized Officers be, and each of them, with full power and authority to act without the others, hereby is, authorized, empowered and directed in the name and on behalf of the Company to prepare or cause to be prepared, execute and file or cause to be filed, and to pay any and all fees and costs related thereto or associated therewith, all registrations, notifications, reports, statements, declarations, documents and information required to be filed by the Company with any such administrative or governmental agency or agencies as may, in their judgment, be required or advisable in connection with the SAPA or the transactions contemplated thereunder; and be it further

RESOLVED, that the Authorized Officers be, and each of them, with full power and authority to act without the others, hereby is, authorized, empowered and directed in the name and on behalf of the Company to negotiate, enter into, execute, deliver and perform obligations under one or more ancillary agreements, including transfer documents relating to the SAPA and such similar agreements as any such Authorized Officer shall, in his or her sole discretion, deem necessary, desirable or appropriate, and to consent to or approve, the designation of any agent pursuant thereto; and be it further

RESOLVED, that the Authorized Officers be, and each of them, with full power and authority to act without the others, hereby is, authorized, empowered, and directed, in the name and on behalf of the Company, to cause the Company to enter into, execute, deliver, certify, file and/or record, perform, and approve any necessary public disclosures and filings, including any regulatory, governmental or industry-related filings or actions, related to, and such other documents, agreements, instruments and certificates as may be required by the SAPA, and to take such other actions that in the judgment of the Authorized Officer shall be or become necessary, proper or desirable in connection execution or implementation of the SAPA; and be it further

III. Retention of Advisors

RESOLVED, that the law firm of Weil, Gotshal & Manges LLP, located at 767 Fifth Avenue, New York, New York 10153, is hereby retained as attorneys for the Company in the Chapter 11 Cases, subject to Bankruptcy Court approval; and be it further

RESOLVED, that the firm of Carmody MacDonald P.C., located at 120 South Central Avenue #1800, Clayton, Missouri 63105, is hereby retained as attorneys for the Company in the Chapter 11 Cases, subject to Bankruptcy Court approval; and be it further

RESOLVED, that the firm Foley & Lardner LLP, located at 777 East Wisconsin Avenue, Milwaukee, WI 53202, is hereby retained as corporate counsel for the Company in the Chapter 11 Cases, subject to Bankruptcy Court approval; and be it further

RESOLVED, that the firm of Houlihan Lokey Inc., located at 111 South Wacker Drive, 37th Floor, Chicago, Illinois 60606, is hereby retained as investment banker for the Company in the Chapter 11 Cases, subject to Bankruptcy Court approval; and be it further

RESOLVED, that the firm of Ernst & Young, LLP, located at 5 Times Square, New York, New York 10036, is hereby retained as restructuring and tax advisors for the Company in the Chapter 11 Cases, subject to Bankruptcy Court approval; and be it further

RESOLVED, that the firm of Deloitte LLP, located at 30 Rockefeller Plaza, New York, New York 10112 is hereby retained as auditor and tax consultant for the Company in the Chapter 11 Cases, subject to Bankruptcy Court approval; and be it further

RESOLVED, that the firm of Kurtzman Carson Consultants LLC, located at 1290 Avenue of the Americas, 9th Floor, New York, New York 10104, is hereby retained as claims and noticing agent for the Company in the Chapter 11 Cases, subject to Bankruptcy Court approval; and be it further

IV. Entry into Debtor-In-Possession Facility

RESOLVED, that in connection with the Chapter 11 Cases, it is in the best interest of the Company to engage in, and the Company will obtain benefits from, the lending transactions or the guarantee of the lending transactions, as applicable, under that certain debtor-in-possession credit facility in an aggregate principal amount of up to \$677,500,000 as evidenced by the DIP Credit Agreement; in each case, subject to approval by the Bankruptcy Court, which is necessary and appropriate to the conduct, promotion and attainment of the business of the Company (the “Debtor-in-Possession Financing”); and be it further

RESOLVED, that the form, terms and provisions of each of (i) the DIP Credit Agreement, including the use of proceeds to provide liquidity for the Company throughout the Chapter 11 Cases, substantially in the form presented to the Board, (ii) the DIP Guarantee Agreement, (iii) the DIP Security Agreement, and (iv) any and all of the other agreements, including, without limitation, any guarantee, security agreement, letters, certificates, documents, and instruments authorized, executed, delivered, reaffirmed, verified, and/or filed in connection with the Debtor-in-Possession Financing (together with the DIP Credit Agreement, the DIP Guarantee Agreement and the DIP Security

Agreement, collectively, the “DIP Financing Documents”) and the Company’s performance of its obligations thereunder, including, without limitation, the borrowings, grants of security interests and guarantees, as applicable, contemplated thereunder, are hereby confirmed, ratified and approved in all respects; and be it further

RESOLVED, that the Authorized Officers be, and each of them, with full power and authority to act without the others, hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to cause the Company to negotiate and approve the terms, provisions of and performance of, and to prepare, execute and deliver the DIP Financing Documents to which it is a party, in the name and on behalf of the Company under its corporate seal or otherwise, and such other documents, agreements, instruments, and certificates as may be required by any DIP Agent or the DIP Lenders or required by the DIP Credit Agreement and any other DIP Financing Documents; and be it further

RESOLVED, that the Company be, and hereby is, authorized, empowered and directed to incur or guarantee, as applicable, the obligations (including, without limitation, the Obligations as defined in the DIP Credit Agreement) and to undertake any and all related transactions contemplated under the DIP Financing Documents including the granting of security thereunder (collectively, the “DIP Financing Transactions”); and be it further

RESOLVED, that the Authorized Officers be, and each of them, with full power and authority to act without the others, hereby is, authorized, empowered and directed to, as part of the adequate protection to be provided to the DIP Lenders and DIP Agents under the DIP Credit Agreement, to grant replacement security interests in, and replacement liens on, any and all property of the Company as collateral pursuant to the Bankruptcy Court’s orders to secure all of the obligations and liabilities of the Company thereunder to the DIP Lenders and the DIP Agents, and to authorize, execute, verify, file, and/or deliver to the DIP Agents, on behalf of the Company, all agreements, documents, and instruments required by the DIP Lenders or the DIP Agents in connection with the foregoing; and be it further

RESOLVED, that the Authorized Officers be, and each of them, with full power and authority to act without the others, hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to take all such further actions including, without limitation, to pay all fees and expenses, in accordance with the terms of the DIP Financing Documents, which shall, in such Authorized Officer’s sole judgment, be necessary, proper, or advisable to perform the Company’s obligations under or in connection with the DIP Financing Documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

RESOLVED, that the Authorized Officers be, and each of them, with full power and authority to act without the others, hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to execute and deliver any amendments, supplements, modifications, renewals, reaffirmations, replacements, consolidations, substitutions, and extensions of the DIP Credit Agreement and/or any of the DIP Financing Documents which shall, in such Authorized Officer’s sole judgment, be necessary, proper, or advisable; and be it further

V. Debtor-In-Possession Financing

RESOLVED, that the DIP Guarantor is hereby authorized to execute and deliver the DIP Credit Agreement, the DIP Security Agreement, the DIP Guarantee Agreement, and any Additional DIP Guarantor Documents (as defined below), including without limitation in its capacity as guarantor, and to perform its obligations and transactions contemplated thereby thereunder and under the Interim Order (as defined in the DIP Credit Agreement) and the Final Order (as defined in the DIP Credit Agreement),

including, without limitation, the granting of security interests (including, without limitation, the Security Grant), the granting of pledges, and the making of guarantees thereunder (including, without limitation, the Guaranty of Obligations), and to take such other actions, and omissions to take actions, as are necessary, appropriate or desirable in connection with the foregoing, and that any elected officer (including, without limitation, any chief executive officer, chief financial officer, treasurer, assistant treasurer, president, vice president, secretary and assistant secretary) of the DIP Guarantor (each, an “Authorized Person”) be, and each of them hereby is individually, authorized, empowered and directed, in the name and on behalf of the DIP Guarantor, to execute and deliver the DIP Credit Agreement, the DIP Security Agreement, the DIP Guarantee Agreement, and any Additional DIP Guarantor Documents to which the DIP Guarantor is a party or signatory and to perform the DIP Guarantor’s obligations thereunder and under the Interim Order and the Final Order, including, without limitation, the granting of security interests (including, without limitation, the Security Grant) and the making of guarantees thereunder (including, without limitation, the Guaranty of Obligations), and to take such other actions, and omissions to take actions, as are necessary, appropriate or desirable in connection with the foregoing, with the DIP Credit Agreement, the DIP Security Agreement, the DIP Guarantee Agreement and any Additional DIP Guarantor Documents having such modifications as such Authorized Person executing the same shall approve, his or her execution thereof being deemed conclusive evidence of such approval; and be it further

RESOLVED, that the Authorized Persons of the DIP Guarantor be, and each of them, with full power and authority to act without the others, hereby is individually authorized, empowered and directed, in the name and on behalf of the DIP Guarantor, to negotiate, execute and deliver, and attest to such execution and delivery of, in the name of and on behalf of the DIP Guarantor, all such other agreements (including, without limitation, any security agreements, pledge agreements, guaranty agreements, intercreditor agreements, mortgages, deeds, control agreements, and other collateral documents), certificates, instruments and other writings (as may be amended, restated, amended and restated, supplemented, and/or otherwise modified from time to time, the “Additional DIP Guarantor Documents”), and to take all such other actions, as such Authorized Person may deem necessary or appropriate in connection with the DIP Credit Agreement, the DIP Security Agreement, the DIP Guarantee Agreement, the Interim Order, the Final Order and any Additional DIP Guarantor Documents, including, without limitation, the negotiation, execution and delivery of, any amendments, supplements, waivers or other modifications with respect to the DIP Credit Agreement, the DIP Security Agreement, the DIP Guarantee Agreement, and any Additional DIP Guarantor Documents that such Authorized Person deems reasonable, appropriate and in the best interest of the DIP Guarantor; and be it further

RESOLVED, that the DIP Guarantor is authorized to execute, deliver and perform such other agreements, amendments, ratifications and confirmations as any DIP Agent or the DIP Lenders may require in connection with the DIP Credit Agreement, the DIP Security Agreement, the DIP Guarantee Agreement, and any Additional DIP Guarantor Documents to which the DIP Guarantor is or is contemplated to be a party and any other agreements, documents, certificates or filings that any Authorized Person of the DIP Guarantor determines are necessary, appropriate or desirable in connection with the DIP Credit Agreement, the DIP Security Agreement, the DIP Guarantee Agreement, the Interim Order, the Final Order and the Additional DIP Guarantor Documents to which the DIP Guarantor is or is contemplated to be a party; and be it further

RESOLVED, that the Authorized Persons of the DIP Guarantor be, and each of them, with full power and authority to act without the others, hereby is individually authorized, empowered and directed, in the name and on behalf of the DIP Guarantor, to execute and deliver such additional assignments, stock powers, powers of attorney, notices, lien perfection documents, consents to assignment, subordination agreements, interest rate protection and other hedging agreements, letters of credit and master letter of credit agreements, cash management agreements, assignments, collateral

assignments, fee letters and other customary loan documents, third party collateral access agreements, bailee letters, deposit account control agreements, securities account control agreements, insurance certificates, UCC financing statements, mortgages, deeds of trust, warehouse notifications, collateral assignments, and other customary secured loan documents and other agreements, certificates, instruments and other writings (all of the foregoing, for the avoidance of doubt, constituting Additional DIP Guarantor Documents hereunder) as any DIP Agent or the DIP Lenders may request or as may be necessary or appropriate in the sole judgment of such Authorized Person to create, preserve and perfect the security interests and other liens required or contemplated pursuant to, or otherwise to give effect to any of the transactions contemplated by, any of the Additional DIP Guarantor Documents; and be it further

RESOLVED, that the Authorized Persons of the DIP Guarantor be, and each of them, with full power and authority to act without the others, hereby is individually authorized, empowered and directed, in the name and on behalf of the DIP Guarantor, to execute and deliver all such other agreements, certificates, instruments and other writings, and to take all such other actions, as any such Authorized Person may deem necessary or appropriate in connection with the transactions contemplated by these resolutions (and the DIP Credit Agreement, the DIP Security Agreement, the DIP Guarantee Agreement, the Interim Order and the Final Order); and be it further

RESOLVED, that the DIP Guarantor hereby authorizes, adopts and approves, in all respects the form, terms and provisions of the DIP Credit Agreement, the DIP Security Agreement, the DIP Guarantee Agreement, the Interim Order, the Final Order and any other Additional DIP Guarantor Documents (including without limitation, the Guaranty of Obligations provided therein) and the DIP Guarantor's perfection thereunder; and be it further

RESOLVED, that all actions, proceedings, elections, appointments, approvals, assignments, grants, transfers, agreements, acts, declarations, instruments, documents, executions and transactions, whether done, taken, executed or acted upon, or purported to be done, taken, executed or acted upon prior to the date hereof, by or on behalf of the DIP Guarantor in connection with the DIP Credit Agreement, the DIP Security Agreement, the DIP Guarantee Agreement, or any Additional DIP Guarantor Documents, be, and the same hereby are, approved, adopted, ratified and confirmed in all respects; and be it further

RESOLVED, that the Authorized Persons of the DIP Guarantor be, and each of them, with full power and authority to act without the others, hereby is individually authorized, empowered and directed, in the name and on behalf of the DIP Guarantor, to take such additional actions, to perform all acts and deeds, and to execute, ratify, certify, deliver, file and record such additional agreements, certificates, instruments and other writings as any of them may deem necessary or appropriate to implement the provisions of the foregoing resolutions (including, without limitation, amendments, restatements, replacements, supplements, extensions, reaffirmations or other modifications of the DIP Credit Agreement, the DIP Security Agreement, the DIP Guarantee Agreement, the Additional DIP Guarantor Documents and any of the foregoing documents) or otherwise in connection with the DIP Credit Agreement, the DIP Security Agreement, the DIP Guarantee Agreement, or any Additional DIP Guarantor Documents, to appoint such agents on behalf of the DIP Guarantor as any such Authorized Person may deem necessary or appropriate in connection with the foregoing resolutions or to comply with the requirements of the agreements, certificates, instruments and other writings approved by the foregoing resolutions, the authority for the taking or performing of such actions, acts or deeds and the execution, ratification, certification, delivery, filing or recording of such agreements, certificates, instruments or other writings to be conclusively evidenced thereby; and be it further

RESOLVED, that, to the extent the DIP Guarantor serves as the board of directors, sole member, managing member or other governing body (collectively, a "Controlling Company"), in each

case, of any other company (a “Controlled Company”), each Authorized Person, any one of whom may act without the joinder of any of the others, be, and each of them hereby is, severally authorized, empowered and directed in the name and on behalf of such Controlling Company (acting for such Controlled Company in the capacity set forth above, as applicable), to take all of the actions on behalf of such Controlled Company that an Authorized Person is herein duly authorized to take on behalf of such Controlling Company; and be it further

VI. General Authority and Ratification

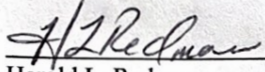
RESOLVED, that any Authorized Officer, who may act without the joinder of any other Authorized Officer, is hereby authorized, empowered, and directed, in the name and on behalf of the Company, to cause the Company to enter into, execute, deliver, certify, file and/or record, and perform, such agreements, instruments, motions, affidavits, applications for approvals or rulings of governmental or regulatory authorities, certificates, or other documents, and to take such other actions that in the judgment of any Authorized Officer, who may act without the joinder of any other Authorized Officer, shall be or become necessary, proper, or desirable in connection with these resolutions; and be it further

RESOLVED, that any and all past actions heretofore taken by any Authorized Officer in the name and on behalf of the Company in furtherance of any or all of the preceding resolutions be, and the same hereby are, ratified, confirmed, and approved in all respects as the acts and deeds of the Company.

This consent may be executed in two or more counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. The secretary of the Company is authorized to place a copy of this consent in the official records of the Company to document the actions set forth herein as actions taken by the Board.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the undersigned, being all of the members of the board of directors of BILLY GOAT INDUSTRIES, INC. have executed this unanimous written consent as of the date first set forth above.

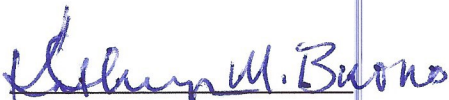


Harold L. Redman

Kathryn M. Buono

IN WITNESS WHEREOF, the undersigned, being all of the members of the board of directors of BILLY GOAT INDUSTRIES, INC. have executed this unanimous written consent as of the date first set forth above.

Harold L. Redman



Kathryn M. Buono

Fill in this information to identify the case:

Debtor name: Billy Goat Industries, Inc.
 United States Bankruptcy Court for the Eastern District of Missouri
 (State)
 Case number (If known): _____

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1 Wilmington Trust N.A. 50 South Sixth Street, Suite 1290 Minneapolis, Minnesota 55402	Attn.: Peter Finkel Phone: Facsimile: 612-217-5651 Email: pfinkel@wilmingtontrust.com	Unsecured Notes	Unliquidated			\$195,462,000
2 MuniStrategies, LLC Muni Strategies Sub- CDE#24, LLC 2819 North State Street (39216-4306) P.O. Box 2170 Jackson, MS 39225-2170	Attn.: Mark McCreery Phone: (601) 213-0414 Facsimile: Email: mark@munistrategies.com	New Market Tax Credit Financing		\$12,375,000	\$338,250	\$12,036,750
3 DV Community Investment, LLC DVCI CDE XXXIV, LLC c/o Dudley Ventures 22 E. Jackson Street Phoenix, AZ 85004	Attn.: DV Community Investment, LLC DVCI CDE XXXIV, LLC Phone: (602)759-5292 Facsimile: Email: jlewis@dudleyventures.com	New Market Tax Credit Financing		\$7,760,000	\$225,000	\$7,535,000
4 ZHEJIANG ZHOULI INDUSTRIAL CO JINYANSHAN INDUSTRIAL ZONE WUYI 130, CN 321210	Attn.: Zhou Jei (Danny Zhou) Phone: +86 18869915999 Facsimile: Email: sales@chinazhouyi.cn	Trade Payables				\$ 4,941,699
5 Sears, Roebuck & Co. Bankruptcy 2600 Eagan Woods Drive, Suite 400 St. Paul, MN 55121	Attn.: Brigitte G. McGrath and Gary Underdahl, ASK LLP Phone: 651-289-3857 Facsimile: 651-406-9676 Email: gunderdahl@askllp.com	General Litigation	Contingent, Unliquidated, Disputed			\$3,816,056
6 SunTrust Community Capital, LLC BS Statesboro Investment Fund, LLC ST CDE XXXVIII, LLC c/o SunTrust Bank 1155 Peachtree Street, Suite 300 Atlanta, GA 30309	Attn: Steve Ross Phone: (404) 813-2415 Facsimile: Email: steve.ross@suntrust.com	New Market Tax Credit Financing		\$3,500,000	\$36,094	\$3,463,906

Billy Goat Industries, Inc.

Case number (if known)

20-____ ()

Name

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
7	AMERICAN HONDA MOTOR COMPANY INC 1919 TORRANCE BLVD TORRANCE, CA US 90501-2746	Attn.: Dan Wahn Phone: (678) 339-2597 Facsimile: Email: Dan_Wahn@ahm.honda.com	Trade Payables				\$ 3,250,478
8	JIANGSU JIANGHUAI ENGINE CO LTD NO 58 SOUTH XIWANG ROAD YANCHENG 100 CN 224007	Attn.: Bian Ming Phone: +86 13961996066 Facsimile: Email: bianming@dongyin.com	Trade Payables				\$3,058,526
9	HYDRO-GEAR LP 120 SOUTH LASALLE ST CHICAGO, IL US 60603-3403	Attn.: Mike McCoy Phone: (317) 821-0477 Facsimile: Email: MMcCoy@hydro-gear.com	Trade Payables				\$2,694,164
10	STARTING USA CORPORATION 1676 ROWE PKWY POPLAR BLUFF, MO US 63901-7014	Attn.: Charles Fortner, President Phone: (573) 686-9388 ext 113 Facsimile: Email: charlie.fortner@startingusa.com	Trade Payables				\$2,553,100
11	Leslie and Daniel Fassett re: Matter #454 c/o Ross Feller Casey, LLP 1650 Market Street Suite 3450 Philadelphia, PA 19103	Attn.: Matthew Casey Phone: 215-574-2000 Facsimile: Email: mcasey@rossfellercasey.com ; rgoldgen@rossfellercasey.com	Product Liability Litigation				\$2,000,000
12	ZHEJIANG CONSTANT ENGINE YUEYING ROAD PAOJIANG IND COM PARK SHAOXING 130 CN 312000	Attn.: Meng Yang, Eric Yin Phone: +86 13957551800 1-909-680-9096 Facsimile: Email: mengy@zjconstant.com ericyin@zjconstant.com	Trade Payables				\$1,975,149
13	ANTHEM BLUE CROSS BLUE SHIELD 1671 W Streetsboro Rd Peninsula, OH 44264	Attn.: Emily Wilson Phone: (708) 638-9355 Facsimile: Email:	Employee Medical Insurance Claims	Contingent, Unliquidated			\$1,756,287
14	CHANGZHOU GLOBE CO LTD NO. 65 (3-4) XINGGANG ROAD ZHONGLU ZONE, CHANGZHOU 100 CN 213023	Attn.: Chen Yin Phone: +86 15895061888 Facsimile: Email: yin@globetools.com	Trade Payables				\$1,519,651
15	METAL TECHNOLOGIES 2260 RELIABLE PKWY CHICAGO, IL US 60686-0022	Attn.: Matt Fetter Phone: (260) 572-2150 Facsimile: Email: mfetter@metal-technologies.com	Trade Payables				\$1,124,037

Billy Goat Industries, Inc.

Case number (if known)

20-____ ()

Name

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
16 MAZAK OPTONICS CORPORATION 39003 TREASURY CTR Chicago, IL US 60694-9000	Attn.: Sherry Liu Phone: Facsimile: Email: sliu@mazaklaser	Trade Payables				\$1,120,500
17 ACCURATE FABRICATION LLC 2050 CONSTITUTION AVE HARTFORD, WI US 53027-8915	Attn.: Dave Meixelsperger Phone: (262) 670-9428 ext 204 Facsimile: Email: DaveM@accuratefab.net	Trade Payables				\$1,024,350
18 GREEN BAY PACKAGING INC BIN 53139 MILWAUKEE, WI US 53288-0001	Attn.: Roy Schneider Phone: (920) 433-5230 Facsimile: Email: rschneider@gbp.com	Trade Payables				\$969,440
19 TREND TECHNOLOGIES LLC 4626 Eucalyptus Ave Chino, CA 91710	Attn.: Brian Dickstein Phone: (847) 640-2382 Facsimile: Email: bdickstein@trendtechnologies.com	Trade Payables				\$913,657
20 HOFFER PLASTICS CORPORATION LOCK BOX 6617 131 S. DEARBORN CHICAGO, IL US 60678-6617	Attn.: William Hoffer Phone: (847)-741-5740 Facsimile: Email: hoffer@hofferpl.com	Trade Payables				\$884,545
21 R R DONNELLEY & SONS COMPANY 7810 SOLUTION CTR CHICAGO, IL US 60677-0001	Attn.: William Gust Phone: (713) 907-6432 Facsimile: Email: william.gust@rrd.com	Trade Payables				\$816,590
22 PLASTOCON INC 1200 W 2ND ST OCONOMOWOC, WI US 53066-3403	Attn.: Joe Chmielewski Phone: (262) 569-3131 Facsimile: Email: joe.c@plastocon.com	Trade Payables				\$804,214
23 WRIGHT METAL PRODUCTS CRATES LLC 111 FRANKLIN ST LAVONIA, GA US 30553-4403	Attn.: Clyde Edwards Phone: (256) 239-6769 Facsimile: Email: cedwards@wmpcrates.com	Trade Payables				\$681,857
24 DANThERM S.P.A. Via Gardesana 11 37010 Pastrengo (VR), Italy	Attn.: Phone: +39 045 6770533 Facsimile: +39 045 6770534 Email: info.it@dantherm.com	Trade Payables				\$656,981
25 DUTCHLAND PLASTICS LLC 54 ENTERPRISE CT OOSTBURG, WI US 53070-1656	Attn.: Raka Rao Phone: (920) 918-1855 Facsimile: Email: rakarao@dutchland.com	Trade Payables				\$618,560

Billy Goat Industries, Inc.

Case number (if known)

20-____ ()

Name

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
26	G H TOOL & MOLD INC 28 CHAMBER DR Washington, MO US 63090-5279	Attn.: Michelle Stuckhoff Phone: 636-231-6504 Facsimile: Email: michelle@ghtool.com	Trade Payables				\$610,948
27	PRO UNLIMITED, INC. 7777 Glades Road Suite 208 Boca Raton, FL 33434	Attn.: Phone: 800-291-1099 Facsimile: Email: information@prounlimited.com	Trade Payables				\$594,911
28	A R NORTH AMERICA 140 81ST AVE NE Minneapolis, MN US 55432-1770	Attn.: Jon Notch Phone: (763) 398-6074 Facsimile: Email: JonN@arnorthamerica.com	Trade Payables				\$588,652
29	CDW LIMITED 200 N MILWAUKEE AVENUE Vernon Hills, IL 43785	Attn.: Bruce Kurkiewicz Phone: 262-521-5660 Facsimile: Email: bruce.kurkiewicz@cdw.com	Trade Payables				\$537,459
30	LELAND POWELL FASTENERS LLC 288 Holbrook Drive Wheeling, IL 60090	Attn.: Phone: 812-689-8990 Facsimile: Email:	Trade Payables				\$527,367

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

In re: § **Chapter 11**
§
§ **Case No. 20-_____ - _____**
BILLY GOAT INDUSTRIES, §
INC., §
§
Debtor. §

**CONSOLIDATED CORPORATE OWNERSHIP STATEMENT
PURSUANT TO FED. R. BANKR. P. 1007(a)(1) AND 7007.1**

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedures, attached hereto as **Exhibit A** is an organizational chart reflecting all of the ownership interests in Briggs & Stratton Corporation, a Wisconsin Corporation (“**Briggs & Stratton**”) and its affiliated debtors (the “**Affiliated Debtors**”), as proposed debtors and debtors-in-possession in the above captioned chapter 11 cases (collectively, the “**Debtors**”). Briggs & Stratton, on behalf of itself and the Affiliated Debtors, respectfully represents as follows:

1. The following entities own equity interests in Briggs & Stratton in the following amounts: (i) BlackRock Fund Advisors (15.03%), (ii) Dimensional Fund Advisors, LP (7.02%), (iii) GMT Capital Corp. (5.40%), and (iv) The Vanguard Group, Inc. (5.27%). To the best of the Debtors’ knowledge and belief, no other person or entity owns, either directly or indirectly, 10% or more of the common stock of Briggs & Stratton.

2. Briggs & Stratton owns 100% of the equity interests of Billy Goat Industries, Inc.

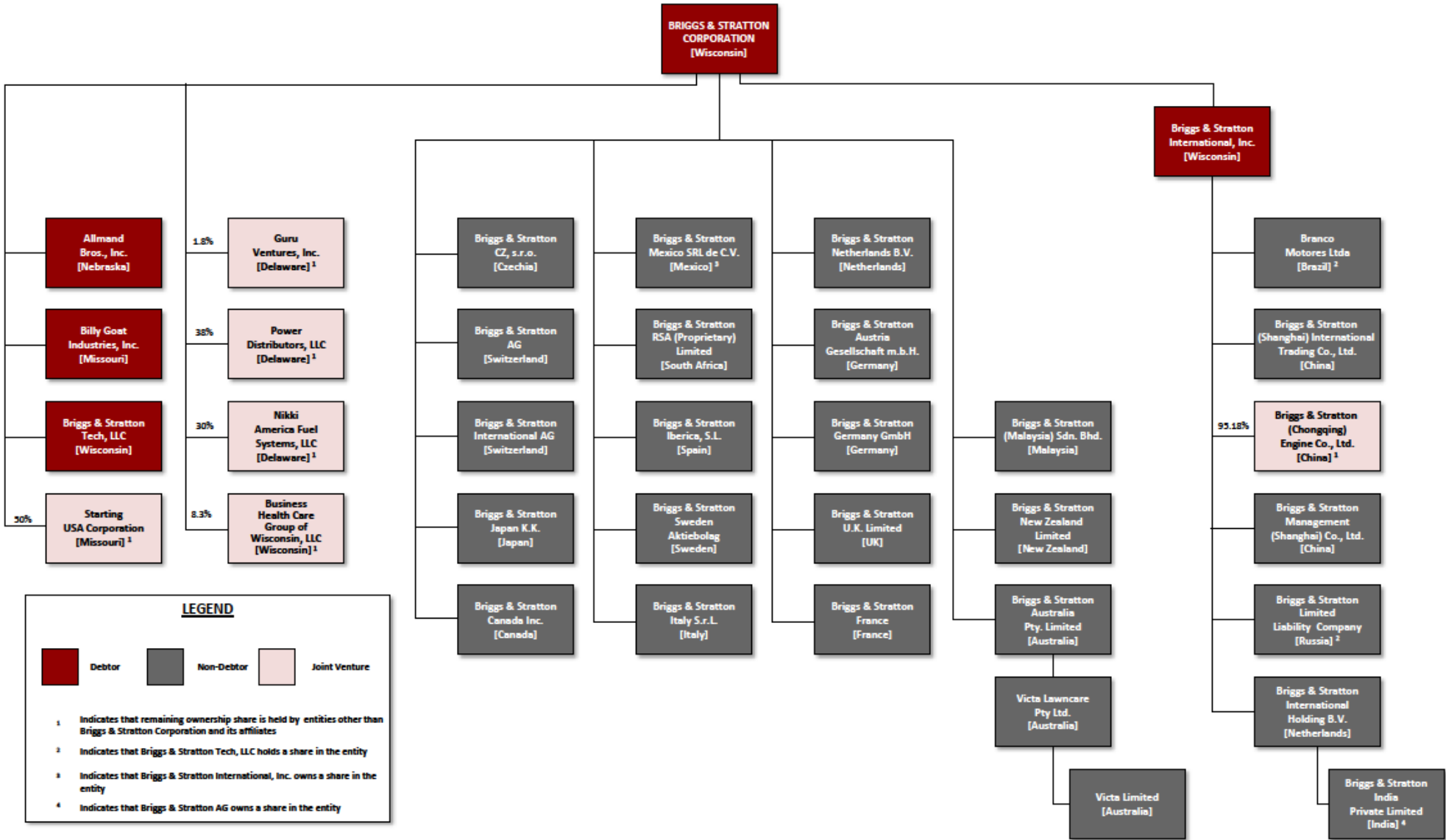
3. Briggs & Stratton owns 100% of the equity interests of Allmand Bros., Inc.

4. Briggs & Stratton owns 100% of the equity interests of Briggs & Stratton International, Inc.

5. Briggs & Stratton owns 100% of the equity interests of Briggs & Stratton Tech, LLC.

Exhibit A

Organizational Chart



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

In re:	§	Chapter 11
	§	
	§	Case No. 20-_____ - _____
BILLY GOAT INDUSTRIES, INC.,	§	
	§	
Debtor.	§	

LIST OF EQUITY HOLDERS

Pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure, the following identifies all holders having an equity interest in the above-captioned debtor in possession.

Name and Last Known Address of Equity Interest Holder	Kind/Class of Interest	Number of Interests Held
Briggs & Stratton Corporation 12301 West Wirth Street Wauwatosa, Wisconsin 5322	Common Stock	100%

Fill in this information to identify the case:

Debtor name: Billy Goat Industries, Inc.

United States Bankruptcy Court for the Eastern District of Missouri

(State)

Case number (if known): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING – Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

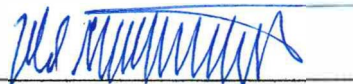
I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets—Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule _____
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration Consolidated Corporate Ownership Statement and List of Equity Holders

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 20, 2020
MM / DD /YYYY

x



Signature of individual signing on behalf of debtor

Mark A. Schwertfeger

Printed name

Senior Vice President and Chief Financial Officer

Position or relationship to debtor