

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

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

LIMITED OBJECTION TO NOTICE OF CURE COSTS AND
PROPOSED ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS
AND UNEXPIRED LEASES IN CONNECTION WITH SALE

WRWP, LLC ("WRWP"), by and through counsel, hereby files this limited objection
(the "Limited Objection") regarding the Debtors' proposed cure amounts, and respectfully
represents as follows:

1. Briggs & Stratton Corporation and its affiliated debtors (the "Debtors") filed their
voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code on
July 20, 2020 (the "Petition Date").

2. The Debtors have continued to operate their business and manage their properties
as debtors-in-possession pursuant to 11 U.S.C. §§ 1107(a) and 1108.¹

3. On July 20, 2020, the Debtors filed their Motion for Entry of an Order (I)
Approving (A) Bidding Procedures, (B) Designation of Stalking Horse Bidder and Stalking
Horse Bid Protections, (C) Scheduling Auction and Sale Hearing, (D) Form and Manner of
Notice of Sale, Auction, and Sale Hearing, and (E) Assumption and Assignment Procedures;
(II) Authorizing (A) Sale of Debtors' Assets and Equity Interests Free and Clear of Liens,
Claims, Interests, and Encumbrances and (B) Assumption and Assignment of Executory

¹ Unless otherwise specified, all statutory references to "Section" are to 11 U.S.C. §§ 101 et seq. (the "Bankruptcy
Code").



Contracts and Unexpired Leases; and (III) Granting Related Relief [Docket #53], which was granted by the Bankruptcy Court on August 19, 2020 [Docket #505].

4. On August 21, 2020, the Debtors filed their Notice of Cure Costs and Proposed Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale (the “Notice”). [Docket No. 537].

5. Counsel for the Debtors agreed to an extension of time to file responses to the Notice to 5:00 PM, Central Time on Tuesday, September 8, 2020.

6. WRWP is a creditor of Briggs & Stratton Corporation by virtue of a Purchase Terms Agreement (the “Agreement”) dated April 1, 2019.

7. WRWP does not object to the assumption of the Agreement.

LIMITED OBJECTION

1. WRWP objects to the cure amount proposed for the Agreement.

2. Section 365(b) provides in pertinent part as follows:

(b)(1) If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee—

(A) cures, or provides adequate assurance that the trustee will promptly cure, such default...;

(B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and

(C) provides adequate assurance of future performance under such contract or lease.

11 U.S.C. § 365(b)(1).

3. The Debtors have proposed a cure amount of \$497,856.04.

4. The actual cure amount is \$557,703.41. Supporting documentation is attached as

Exhibit A.

RESERVATION OF RIGHTS

5. WRWP hereby reserves its rights to make such other and further objections as may be appropriate, including, but not limited to, objections regarding adequate assurance of future performance under Section 365.

CONCLUSION

For the reasons set forth above, WRWP respectfully requests that this Court (a) sustain this Limited Objection; (b) set for the cure amount for assumption of the Agreement as \$557,703.41; and (c) grant WRWP such further relief as it deems proper.

Dated: September 8, 2020.

Respectfully Submitted,

HUSCH BLACKWELL LLP

/s/ Christopher C. Miles

John J. Cruciani, Mo. Bar #43073
Christopher C. Miles, Mo. Bar # 63654
4801 Main Street, Suite 1000
Kansas City, MO 64112
T: 816.983.8000
F: 816.983.8080
John.cruciani@huschblackwell.com
christopher.miles@huschblackwell.com

Counsel for WRWP, LLC

CERTIFICATE OF SERVICE

I hereby certify that on this 8th day of September, 2020, a true and correct copy of the above and foregoing was served by the method or methods specified below:

X by **electronically** filing with the Court using the CM/ECF system, which sent notification to all parties of interest participating in the CM/ECF system.

X by U.S. Mail, postage prepaid, to the following:

Attn: Kathryn M. Buono, Esq.
BRIGGS & STRATTON CORPORATION
12301 West Wirth Street
Wauwatosa, WI 53222

Attn: Chad Husnick, Gregory F. Pesce
KIRKLAND & ELLIS LLP
300 N. LaSalle
Chicago, IL 60654

Attn: Ronit J. Berkovich, Debora A. Hoehne,
Esq., Martha E. Martir,
WEIL GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, NY 10053

Attn: Robert E. Eggmann, Christopher J.
Lawhorn, Thomas H. Riske
CARMODY MACDONALD P.C.
120 S. Central Avenue, Suite 1800
St. Louis, MO 63105

Attn: Sirena T. Wilson
Office of the U.S. Trustee
111 South 10th Street, Suite 6.353
St. Louis, MO 63102

Attn: Jeffrey B. Jensen
U.S. Attorney's Office, Eastern District MO
111 S. 10th Street, 20th Floor
St. Louis, MO 63102

Attn: Robert J. Stark, Iksana P. Lashko,
Andrew Carty
BROWN RUDNICK LLP
Seven Times Square
New York, NY 10036

Attn: Peter P. Knight, Jonathan C. Gordon
LATHAM & WATKINS LLP
330 North Wabash Avenue, Suite 2800
Chicago, IL 60611

Attn: Seth H. Lieberman, David W. Smith
PRYOR CASHMAN LLP
7 Times Square
New York, NY 10036

/s/ Christopher C. Miles
Attorney