

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

Wisecraft Inc. ("Wisecraft"), 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 Friday, September 11, 2020.

6. Wiscraft is a creditor of Briggs & Stratton Corporation by virtue of a certain Supply Agreement (the “Supply Agreement”).

7. Wiscraft does not object to the assumption of the Supply Agreement, nor to the assumption of any of the other executory contracts listed between it and the Debtors in Doc. No. 357.

8. As of the afternoon of September 9, 2020, Wiscraft has been advised that the Debtors may be taking the position that the Supply Agreement is not executory. Wiscraft reserves its rights with respect to whether the Supply Agreement is an executory contract.

LIMITED OBJECTION

1. Wiscraft objects to the cure amount proposed for the Supply 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 \$122,039.28 for certain prepetition invoices issued pursuant to the Supply Agreement.

4. There are outstanding prepetition invoices in the amount of \$160,798.71. And, Wiscraft is currently holding unapplied funds in the amount of \$11,025.93. Supporting documentation, detailing invoices issued pursuant to the Supply Agreement, is attached as Exhibit A.

5. Accordingly, the correct cure amount is \$149,772.78 (\$160,798.71 in trade accounts receivable less \$11,025.93 in unapplied funds).

RESERVATION OF RIGHTS

6. Wiscraft 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, Wiscraft, Inc. respectfully requests that this Court (a) sustain this Limited Objection; (b) set for the cure amount for assumption of the Supply Agreement as \$149,772.78; and (c) grant Wiscraft, Inc. such further relief as it deems proper.

Dated: September 11, 2020.

Respectfully Submitted,

HUSCH BLACKWELL LLP

/s/ Christopher C. Miles

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Counsel for Wiscraft, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on this 11th 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:

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 /s/ Christopher C. Miles
Attorney

Exhibit A

Wiscraft, Inc. (d/b/a Beyond Vision)**Beyond Vision : Wiscraft, Inc.****A/R Aging Detail****As of July 20, 2020**

Customer	Transaction Type	Date	Document Number	P.O. No.	Due Date	Age	Open Balance
10026 Briggs & Stratton Corporation							
10254 B&S Dist Ctr Menomonee Falls Wi							
	Invoice	6/14/2019	IN-10844	4502038463	8/13/2019	384	\$217.60
	Invoice	7/11/2019	IN-11342	4502054884	9/9/2019	357	\$1,632.00
	Invoice	8/8/2019	IN-11769	4502054884	10/7/2019	329	\$2,150.00
	Invoice	8/8/2019	IN-11771	4502056778	10/7/2019	329	\$38.00
	Invoice	8/8/2019	IN-11772	4502058996	10/7/2019	329	\$165.30
	Invoice	8/8/2019	IN-11774	4502051731	10/7/2019	329	\$2,612.50
	Payment	8/19/2019	PYMT-11024		8/19/2019	378	(\$648.00)
	Invoice	9/4/2019	IN-12175	5502014503	11/3/2019	302	\$420.68
	Invoice	9/4/2019	IN-12182	4502054884	11/3/2019	302	\$586.00
	Invoice	9/23/2019	IN-12600	5502014503	11/22/2019	283	\$1,696.50
	Invoice	10/1/2019	IN-12751	5502014503	11/30/2019	275	\$5,463.00
	Invoice	11/8/2019	IN-13524	4502070849	1/7/2020	237	\$3,841.97
	Invoice	12/2/2019	IN-13882	4502070849	1/31/2020	213	\$1,029.65
	Invoice	1/2/2020	IN-14345	4502070852	3/2/2020	182	\$2,985.71
	Credit Memo	1/24/2020	CM-10028	5502014503	1/24/2020	220	(\$170.34)
	Credit Memo	1/29/2020	CM-10030	5502014503	1/29/2020	215	(\$2,352.00)
	Credit Memo	1/29/2020	CM-10031	5502014503	1/29/2020	215	(\$1,176.00)
	Credit Memo	1/29/2020	CM-10032	5502014503	1/29/2020	215	(\$1,705.00)
	Credit Memo	1/29/2020	CM-10033	5502014503	1/29/2020	215	(\$588.00)
	Invoice	1/30/2020	IN-14804	4502081875	3/30/2020	154	\$935.90
	Invoice	1/30/2020	IN-14806	4502070826	3/30/2020	154	\$1,277.10
	Invoice	1/30/2020	IN-14808	4502070857	3/30/2020	154	\$4,305.14
	Invoice	3/30/2020	IN-15878	4502091121	5/29/2020	94	\$4,305.14
	Invoice	4/7/2020	IN-16025	4502091121	6/6/2020	86	\$14,596.22
	Invoice	4/20/2020	IN-16181	4502091121	6/19/2020	73	\$8,984.64
	Invoice	4/28/2020	IN-16332	4502091121	6/27/2020	65	\$2,456.00
	Invoice	4/28/2020	IN-16333	4502070857	6/27/2020	65	\$55.86
	Invoice	4/30/2020	IN-16365	4502092826	6/29/2020	63	\$2,318.40
	Invoice	5/6/2020	IN-16424	4502092826	7/5/2020	57	\$4,636.80
	Invoice	5/18/2020	IN-16613	4502091121	7/17/2020	45	\$839.66
	Invoice	5/18/2020	IN-16616	4502097441	7/17/2020	45	\$845.60

Wiscraft, Inc. (d/b/a Beyond Vision)**Beyond Vision : Wiscraft, Inc.****A/R Aging Detail****As of July 20, 2020**

Customer	Transaction Type	Date	Document Number	P.O. No.	Due Date	Age	Open Balance
10026 Briggs & Stratton Corporation							
10254 B&S Dist Ctr Menomonee Falls Wi							
	Invoice	5/18/2020	IN-16617	4502092826	7/17/2020	45	\$4,636.80
	Invoice	5/18/2020	IN-16618	4502091144	7/17/2020	45	\$803.32
	Invoice	5/18/2020	IN-16619	4502094913	7/17/2020	45	\$1,546.05
	Invoice	5/18/2020	IN-16621	4502070848	7/17/2020	45	\$2,283.12
	Invoice	5/22/2020	IN-16785	4502092826	7/21/2020	41	\$6,955.20
	Invoice	5/22/2020	IN-16787	4502070857	7/21/2020	41	\$1,082.77
	Invoice	5/28/2020	IN-16860	4502092826	7/27/2020	35	\$4,636.80
	Invoice	5/28/2020	IN-16940	4502091121	7/27/2020	35	\$1,423.21
	Invoice	6/5/2020	IN-17007	5502024399	8/4/2020	27	\$5,821.20
	Invoice	6/9/2020	IN-17056	4502094913	8/8/2020	23	\$2,318.40
	Invoice	6/9/2020	IN-17049	4502091121	8/8/2020	23	\$415.79
	Invoice	6/9/2020	IN-17057	4502099937	8/8/2020	23	\$3,556.42
	Invoice	6/9/2020	IN-17068	4502094364	8/8/2020	23	\$280.00
	Invoice	6/11/2020	IN-17118	4502097441	8/10/2020	21	\$2,620.52
	Invoice	6/11/2020	IN-17119	4502099937	8/10/2020	21	\$1,123.08
	Invoice	6/11/2020	IN-17120	4502091144	8/10/2020	21	\$26.60
	Invoice	6/11/2020	IN-17121	4502094913	8/10/2020	21	\$6,955.20
	Invoice	6/11/2020	IN-17122	4502070830	8/10/2020	21	\$2,260.00
	Invoice	6/16/2020	IN-17164	4502097441	8/15/2020	16	\$1,684.62
	Invoice	6/16/2020	IN-17165	4502091144	8/15/2020	16	\$4,337.34
	Invoice	6/16/2020	IN-17166	4502094913	8/15/2020	16	\$6,955.20
	Invoice	6/16/2020	IN-17167	4502100852	8/15/2020	16	\$561.54
	Invoice	7/1/2020	IN-17412	4502091121	8/30/2020	1	\$1,894.29
	Invoice	7/1/2020	IN-17413	4502100852	8/30/2020	1	\$1,310.26
	Invoice	7/1/2020	IN-17414	4502101335	8/30/2020	1	\$1,403.85
	Invoice	7/1/2020	IN-17415	4502100234	8/30/2020	1	\$935.90
	Invoice	7/1/2020	IN-17416	4502094913	8/30/2020	1	\$6,955.20
	Invoice	7/1/2020	IN-17417	5502024398	8/30/2020	1	\$1,580.00
	Invoice	7/20/2020	IN-17551	4502097441	9/18/2020	-18	\$22,680.00
Total - 10026 Briggs & Stratton Corporation							\$160,798.71