UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

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

NOTICE OF
(I) FILING OF AMENDMENT TO STOCK AND ASSET PURCHASE AGREEMENT, AND (II) THE OCCURANCE OF CLOSING OF THE SALE TRANSACTION

PLEASE TAKE NOTICE THAT:

1. On July 20, 2020, Briggs & Stratton Corporation and its debtor affiliates in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the "**Debtors**"), each commenced with this Court a voluntary case under chapter 11 of 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. On August 5, 2020, the United States Trustee appointed an official committee of unsecured creditors in these chapter 11 cases pursuant to section 1102 of the Bankruptcy Code. No trustee or examiner has been appointed in these chapter 11 cases. The Debtors' chapter 11 cases are being jointly administered for procedural purposes only pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure and Rule 1015(b) of the Local Rules of Bankruptcy Procedure for the Eastern District of Missouri.

2. On September 15, 2020, the Court entered the *Order (I) Authorizing the Sale of the Assets and Equity Interests to the Purchaser Free and Clear of Liens, Claims, Interests,*

and Encumbrances; (II) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (III) Granted Related Relief [Docket No. 898].

3. On September 18, 2020, the Debtors entered into that certain *Amendment No. 1 to Stock and Asset Purchase Agreement* with the Purchaser, a copy of which is attached hereto as **Exhibit A**.

4. On September 21, 2020, the Sale Transaction closed.

Dated: September 21, 2020
St. Louis, Missouri

Respectfully submitted,

CARMODY MACDONALD P.C.

/s/ Robert E. Eggmann

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Local Counsel to the Debtors and Debtors in Possession

-and-

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Counsel to the Debtors and Debtors in Possession

Exhibit A

Amendment to Stock and Asset Purchase Agreement

AMENDMENT NO. 1 TO STOCK AND ASSET PURCHASE AGREEMENT

This Amendment (this "Amendment") dated as of September 18, 2020, amends that certain Stock and Asset Purchase Agreement (the "Agreement"), effective as of July 19, 2020, by and among Briggs & Stratton Corporation, a Wisconsin corporation, Billy Goat Industries, Inc., a Missouri corporation, Allmand Bros., Inc., a Nebraska corporation, Briggs & Stratton International, Inc., a Wisconsin corporation and Briggs & Stratton Tech, LLC, a Wisconsin limited liability company (together, "Sellers"), and Bucephalus Buyer, LLC, a Delaware limited liability company ("Buyer"). Sellers and Buyer are referred to collectively herein as the "Parties".

WITNESSETH

WHEREAS, the Parties desire to amend the Agreement pursuant to Section 9.5 thereof on the terms set forth below.

NOW, THEREFORE, in consideration of the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement.

ARTICLE II
AMENDMENTS

Section 2.1 Acquired Assets; Transferred Contracts. Subsection (a) of the defined term "Acquired Assets" in Section 1.1 of the Agreement is hereby deleted and replaced in its entirety by the following:

> "(a) all rights under those: (i) Contracts set forth on Section 1.1(a)(i) of the Disclosure Schedule and any purchase orders related thereto, other than those Contracts that expire in accordance with their terms or that are terminated prior to the Closing, (ii) Leases set forth on Section 1.1(a)(ii) of the Disclosure Schedule, other than those Leases that expire in accordance with their terms or that are terminated prior to the Closing (the "Transferred Leases") and (iii) Intellectual Property Licenses set forth on Section 1.1(a)(iii) of the Disclosure Schedule, other than those Intellectual Property Licenses that expire in accordance with their terms or that are terminated prior to the Closing (such Contracts, Leases and Intellectual Property Licenses, the "Transferred Contracts"); provided, however, that Section 1.1(a) of the Disclosure Schedule may be modified by Buyer in its discretion at any time during the period from and after the date hereof until three (3) days prior to the Closing by delivering notice to Sellers of any Contracts, Leases or Intellectual Property Licenses to be added to or removed from Section 1.1(a) of the Disclosure Schedule; provided, further, however, that Buyer shall not be permitted to add any Contracts previously rejected in the Bankruptcy Case;"

Section 2.2 Acquired Assets; Purchase Orders.

(a) The word "and" at the conclusion of subsection (q) of the defined term "Acquired Assets" is deleted.

(b) The period at the conclusion of subsection (r) of the defined term "Acquired Assets" is deleted and replaced with ";".

(c) The following new subsection (s) is included in the defined term "Acquired Assets":

> "(s) all open purchase orders entered into by the Sellers in the Ordinary Course of Business other than any open purchase orders related to or entered into pursuant to any executory contract; and"

Section 2.3 Briggs & Stratton Cash Balance Retirement Plan

(a) The following new subsection (t) is included at the conclusion of the defined term "Acquired Assets" in Section 1.1 of the Agreement:

> "(t) the sponsorship of and all assets and rights related to the Briggs & Stratton Cash Balance Retirement Plan."

(b) The definition of "Assumed Employee Plans" in Section 1.1 of the Agreement is hereby deleted and replaced in its entirety by the following:

> ""Assumed Employee Plans" means only (a) the amount of accrued but unused vacation and sick leave of Transferred Employees as of the Closing Date to the extent reflected in Seller Net Working Capital, unless specifically set forth on Section 6.3(d) of the Disclosure Schedule and (b) the Briggs & Stratton Cash Balance Retirement Plan."

(c) Subsection (j) of the defined term "Excluded Assets" in Section 1.1 of the Agreement is hereby deleted and replaced in its entirety by the following:

> "(j) the sponsorship of, and all assets, rights and properties of or relating to the Employee Plans that are not Assumed Employee Plans or Acquired Entity Employee Plans, including for the avoidance of doubt, the Briggs & Stratton Corporation Pension Plan, the Briggs & Stratton Corporation Consolidated Retirement and Savings Plan, the Briggs & Stratton Corporation Amended and Restated Supplemental Executive Retirement Plan, the Briggs & Stratton Corporation Amended and Restated Supplemental Employee Retirement Plan, the Briggs & Stratton Corporation Key Employee Savings and Investment Plan, the Group Insurance Plan of Briggs & Stratton Corporation and the Group Insurance Plan for Retirees of Briggs & Stratton Corporation (collectively, the "Excluded Employee Plans");"

(d) The period at the conclusion of Section 2.5(xii) of the Agreement is deleted and replaced with ";".

(e) The following new subsection (xiii) is included at the conclusion of Section 2.5(c) of the Agreement:

> "(xiii) evidence, reasonably satisfactory to Buyer, that the pension contribution described in Section 5.14 has been made."

(f) The following new Section 6.11 of the Agreement is included in Article VI of the Agreement:

> "Section 6.11. Pension Contribution. Within seven 7 days after the Closing, Buyer shall cause Briggs & Stratton LLC, as new sponsor of the Briggs & Stratton Cash Balance Retirement Plan, to contribute $1,600,000 (the "Pension Contribution Amount") in cash to the Briggs & Stratton Cash Balance Retirement Trust or another tax-exempt trust under Section 501(a) of the Code that constitutes a part of the Briggs & Stratton Cash Balance Retirement Plan."

(g) Section 7.1(i) of the Agreement is hereby deleted in replaced in its entirety by the following:

> "(i) the parties thereto shall have entered into that certain PBGC Release in substantially the form attached hereto as Exhibit G or in a different form and manner reasonably acceptable to Buyer; and"

(h) The document attached hereto as Annex A is hereby included as Exhibit G to the Agreement.

Section 2.4 Purchase Price.

(a) The following new definitions are hereby included in Section 1.1 of the Agreement in the appropriate alphabetical order:

> "Estimated Severance and Vacation Amount" means $250,000.
>
> "Final Severance and Vacation Amount" has the meaning set forth in Section 6.12.
>
> "Pension Contribution Amount" has the meaning set forth in Section 6.11.
>
> "Severance and Vacation Amount" means the aggregate amount of severance pay and vacation pay payable to those certain 184 employees in Wauwatosa, Wisconsin set forth on Section 3.13(l) of the Disclosure Schedule who become Transferred Employees and whose employment is terminated by Buyer following the Closing

Date, pursuant to that certain Partial Closing Agreement entered into by and among Sellers and the USW, dated as of July 23, 2020.

(b) The definition of "Replaced Letters of Credit" is hereby deleted and replaced in its entirety by the following:

"Replaced Letters of Credit" means (i) the Letter of Credit by Briggs & Stratton Corporation, as applicant, in favor of U.S. Bank N.A., as beneficiary, dated as of June 4, 2020, in the amount of $233,365 to secure obligations under the U.S. Bank Commercial Card Master Agreement between Briggs and Stratton Corporation and U.S. Bank National Association; (ii) the Letter of Credit by Briggs & Stratton Corporation, as applicant, in favor of American Alternative Insurance Corporation, c/o Roanoke Insurance Group Inc., as beneficiary, dated as of November 8, 2018, in the amount of $3,000,000 to secure obligations under certain import and customs bonds with Roanoke Insurance Group Inc.; (iii) the Letter of Credit by Briggs & Stratton Corporation and Billy Goat Industries, Inc., as applicants, in favor of Wells Fargo Commercial Distribution Finance LLC, as beneficiary, dated as of March 13, 2010 and amended as of April 23, 2020, in the amount of $15,000,000 to secure obligations under the Wells Fargo Floor Plan Financing Agreement; and (iv) Canada Border Services Agency Customs Bond provided by Briggs & Stratton Corporation as principal and The Guarantee Company of North America as surety, dated July 10, 2018, in the amount of $250,000 (Bond No. TM5168080).

(c) Section 2.3(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

"(a) The consideration for the Acquired Equity Interests, the Acquired Assets and the obligations of Sellers set forth in this Agreement shall be Buyer's assumption of the Assumed Liabilities and an aggregate Dollar amount equal to the sum of the following:

(i) $550,000,000 (the "Cash Purchase Price"), *plus*

(ii) the amount, if any, by which the Final Acquired Entity Net Working Capital exceeds the Acquired Entity Net Working Capital Target, *minus*

(iii) the amount, if any, by which the Final Acquired Entity Net Working Capital is less than the Acquired Entity Net Working Capital Target, *plus*

(iv) the amount, if any, by which the Final Seller Net Working Capital exceeds the Seller Net Working Capital Target, *minus*

(v) the amount, if any, by which the Final Seller Net Working Capital is less than the Seller Net Working Capital Target, *plus*

(vi) $0, if the Final Acquired Entity Cash Equivalents exceeds the Acquired Entity Cash Target, *minus*

(vii) the amount, if any, by which the Final Acquired Entity Cash Equivalents is less than the Acquired Entity Cash Target, *minus*

(viii) the amount, if any, by which the Final Acquired Entity Indebtedness exceeds the Acquired Entity Indebtedness Target, *plus*

(ix) the amount, if any, by which the Final Acquired Entity Indebtedness is less than Acquired Entity Indebtedness Target, (the items set forth in the foregoing clauses (ii) through and including this clause (ix), the "Adjustment Items," together with the Cash Purchase Price, collectively, the "Purchase Price"); *minus*

(x) the aggregate dollar amount of the Specified Letters of Credit (as may be adjusted pursuant to the definition thereof), *minus*

(xi) the Pension Contribution Amount, *minus*

(xii) the Final Severance and Vacation Amount, *minus*

(xiii) an amount equal to aggregate amount of principal and interest owed to Buyer or an Affiliate thereof under the DIP Facility by Sellers and their Affiliates that are borrowers under such facility (the "Credit Bid Amount") which amount shall be deemed satisfied in full under Section 363(k) of the Bankruptcy Code."

(d) Section 2.5(a) of the Agreement is hereby deleted and replaced in its entirety by the following:

"(a) On the Closing Date, Buyer shall pay, or cause to be paid, the Estimated Purchase Price, *minus* (i) the Deposit Escrow Amount (and all accrued interest income thereon), *minus* (ii) the Adjustment Escrow Amount, which shall be released pursuant to the terms of this Agreement and the Escrow Agreement, *minus* (iii) the aggregate dollar amount of the Specified Letters of Credit (as may be adjusted pursuant to the definition thereof), *minus* (iv) the Pension Contribution Amount, *minus* (v) the Estimated Severance and Vacation Amount, and *minus* (vi) the Credit Bid Amount, to Sellers, which shall be paid by wire transfer of immediately available funds on the Closing Date into an account designated by Sellers at least three (3) Business Days prior to Closing."

Section 2.5 Closing Payments and Deliveries. Section 2.5(c)(ix) of the Agreement is hereby deleted and replaced in its entirety by the following:

"(ix) except for any Owned Real Property that is an Excluded Asset, a special or limited warranty deed (as customary in the applicable jurisdiction) with respect to each Owned Real Property owned by Sellers, conveying to Buyer fee simple title to each such Owned Real Property, subject only to Permitted Liens, and in form and substance reasonably satisfactory to Buyer (collectively, the "Deeds");"

Section 2.6 Joint Venture Interests. The following new Section 5.15 is included at the conclusion of Article V of the Agreement:

"Section 5.15 Joint Venture Interests. Notwithstanding anything to the contrary contained herein, to the extent the transfer of any Acquired JV Interests triggers any right of first offer, right of first refusal or other preemptive right by a third party under any Contract (the "Preemptive Right Interests"), Sellers shall use commercially reasonable efforts to (a) first, seek a waiver of such right from such counterparty and (b) second, to the extent the counterparty does not agree to provide a waiver of such right, comply with their contractual obligations under such Contract in order to effect the transfer of the relevant Acquired JV Interests to Buyer. For the avoidance of doubt, the delivery of such Preemptive Right Interests shall not be a condition to Closing and, to the extent such Preemptive Right Interests cannot be transferred to the Buyer at Closing pursuant to the relevant Contract, Sellers shall continue to use commercially reasonable efforts to transfer the Preemptive Rights Interests to Buyer following the Closing in accordance with Section 6.1."

Section 2.7 Employment of All Covered Employees. Section 6.3(a) of the Agreement is hereby deleted and replaced in its entirety by the following:

"(a) Employment of All Covered Employees. All Covered Employees shall (i) continue to be employees of Buyer or an Affiliate of Buyer by operation of Law if employed by an Acquired Entity or (ii) be offered employment by Buyer or an Affiliate of Buyer if not employed by an Acquired Entity, other than Inactive Employees (whose offers of employment are addressed in Section 6.3(c)), within ten (10) Business Days following the designation of Buyer as the successful bidder pursuant to the Bidding Procedures Order (the "Offer Employees"), in each case, such employment to be effective immediately after the Closing Date. Buyer will extend offers of employment to USW-represented employees via correspondence to USW representatives, and offers of employment to non-USW represented employees who are not employed by an Acquired Entity (which offers shall be communicated by Briggs & Stratton Corporation on Buyer's behalf) in a form to be agreed to by the Parties. Each offer of employment for any Covered Employee who is not represented by a Union shall be (x) at the same location of employment as such Covered Employee's location of employment as of immediately prior to Closing, (y) on terms and conditions of employment no less favorable in the aggregate than the terms and conditions of employment provided by Sellers or an Affiliate of Sellers immediately prior to Closing with respect to such Covered Employee, except for modifications that may be negotiated by Buyer in an individual employment agreement with a Covered Employee, and provided, that Buyer shall not offer any Covered Employees in the United States any defined benefit pension plan nor any post-employment benefits (other than COBRA), and (z) with compensation and benefits at a level consistent with Section 6.3(e). The covenants set forth in this Section 6.3(a) shall apply to Covered Employees (other than Inactive Employees) who are subject to reduced hours, pay or benefits as a result of COVID-19-related or other business circumstances, in which event such Covered Employees shall retain the same status (such as being on furlough or subject to reduced hours, pay or benefits) as employees of Buyer as they had with Sellers immediately prior to the Closing Date. Nothing in this Section 6.3 is

intended to limit Buyer in taking action in response to on-going COVID-19 related or other stresses on the Business after the Closing Date, including reductions in force, furloughs, temporary layoffs or reduced hours, pay (but not reductions in base salary or base wage rate) or benefits. For purposes of this Section 6.3, any individual who becomes or continues to be employed by Buyer or an Affiliate of Buyer in accordance with this Section 6.3 is referred to as a "Transferred Employee.""

Section 2.8 Liability for Buyer Employee Plans. The following new Section 6.3(e)(vi) is included at the conclusion of Section 6.3(e) of the Agreement:

"(vi) Liability for Buyer Employee Plans. Buyer and its Affiliates shall be solely responsible for any Liability arising in connection with any employee benefit plan, program or arrangement that Buyer or any of its Affiliates establishes or is obligated to establish for the Transferred Employees in order to satisfy its obligations under this Section 6.3 (the "Buyer Employee Plans"). Additionally, Buyer shall indemnify, defend and hold harmless Sellers, the Acquired Entities, and their respective Affiliates and their respective officers, directors, employees, accountants, consultants, legal counsel, agents, other representatives and other advisors, from and against any and all losses, liabilities and expenses (including the reasonable fees and expenses of one firm of outside counsel) incurred or sustained by such Persons due to the failure of Buyer or its Affiliates to timely or properly establish, fund or maintain any such Buyer Employee Plans."

Section 2.9 Schedule A. Schedule A of the Agreement is hereby deleted and replaced in its entirety by the document attached hereto as Annex B.

Section 2.10 Title Insurance and Surveys. Section 5.13 of the Agreement is hereby deleted and replaced in its entirety by the following:

"Section 5.13 Title and Insurance Surveys. Sellers and the Acquired Entities shall use commercially reasonable efforts to assist Buyer (at no cost to Sellers) in obtaining any title commitments, title policies and surveys with respect to the Seller Properties, including removing from title any liens or encumbrances which are not Permitted Liens. Sellers and the Acquired Entities shall provide the applicable title company with any customary affidavit, indemnity or other assurances reasonably acceptable to Sellers and reasonably requested by such title company to issue any title policies with respect to the Seller Properties. Buyer shall indemnify, defend and hold harmless Sellers, the Acquired Entities, and their respective Affiliates and their respective officers, directors, employees, accountants, consultants, legal counsel, agents, other representatives and other advisors, from and against any and all losses, claim, damages, liabilities and expenses (including, without limitation, reasonable attorney's fees and expenses) incurred or sustained by such Persons arising out of or in connection with any certificate, affidavit, indemnity, or other instrument or assurance, including, without limitation, a no-change survey affidavit and/or an owner's affidavit, provided by the Sellers or the Acquired Entities to a title company issuing any title policy with respect to the Seller Properties, or

otherwise requested by Buyer in accordance with this Section 5.13, and in connection with (in any such case) the Transactions. Notwithstanding Sellers' obligation to assist Buyer, except as set forth in this Section 5.13, Sellers are under no obligation to cure any title matters. Subject to the Deeds and Section 3.8, Section 9.11 and Section 9.12 of this Agreement, (i) the Closing of the Transactions shall satisfy in full any express or implied warranty of Sellers as to the condition of title to the Seller Properties, (ii) in the event there are any title exceptions or defects which, in Buyer's opinion, constitute a defect in title not shown or revealed in the title documents, Buyer shall look solely to the remedies available to Buyer under any title policy and Sellers shall have no Liability or responsibility therefor and (iii) if the Closing occurs, Buyer will be deemed to have approved and accepted at the Closing such title to the Seller Properties that Sellers can convey including, subject to all title matters, defects, encroachments, exceptions and encumbrances, whether or not of record and whether or not shown in the title policy; provided, however, that for avoidance of doubt, nothing set forth in this Section 5.13 shall extend the survivability of or otherwise expand or modify Sellers' representations and warranties set forth in Section 3.8."

Section 2.11 Severance and Vacation Amount True-Up. The following new Section 6.12 is included in Article VI of the Agreement:

"Section 6.12 Severance and Vacation Amount True-Up. On the date that is ninety (90) days following the Closing Date, if (a) the Severance and Vacation Amount actually paid to Buyer's employees as of such date (the "Final Severance and Vacation Amount") exceeds the Estimated Severance and Vacation Amount (the amount in which the Final Severance and Vacation Amount exceeds the Estimated Severance and Vacation Amount, the "Positive Severance and Vacation Amount Adjustment"), Sellers shall promptly pay the Positive Severance and Vacation Amount Adjustment in cash to Buyer or its designee, or (b) the Final Severance and Vacation Amount is less than the Estimated Severance and Vacation Amount (the amount in which the Final Severance and Vacation Amount is less than the Estimated Severance and Vacation Amount, the "Negative Severance and Vacation Amount Adjustment"), Buyer shall promptly pay the Negative Severance and Vacation Amount Adjustment in cash equal to Sellers or their designees."

Section 2.12 Toyota Motor Corporation Shares. The following new Section 6.13 is included in Article VI of the Agreement:

"Section 6.13 Toyota Motor Corporation Shares. From the date hereof until the date that is six (6) months following the Closing Date, Sellers shall use commercially reasonable efforts to sell Briggs & Stratton Corporation's 260 shares in Toyota Motor Corporation (the "Toyota Shares") (the "Toyota Share Sale"). To the extent that the Toyota Share Sale occurs in accordance with this Section 6.13, Sellers shall, as promptly as practicable, but in no event prior to the Closing Date, transfer any consideration received for the Toyota Shares to Buyer (for the avoidance of doubt, net of any Transfer Taxes for which Buyer would have been liable pursuant to Section 6.4(a) had the Toyota Shares been sold to Buyer)."

Section 2.13 Russia Subsidiary. The following new Section 6.14 is included in Article VI of the Agreement:

> "Section 6.14 Russia Subsidiary. The Parties hereby acknowledge and agree that Sellers will convey, assign, transfer and deliver to Buyer and Buyer shall acquire and accept from Sellers all of Sellers' right, title and interest in and to Briggs & Stratton Limited Liability Company, a legal entity established and existing under the laws of the Russian Federation, Main State Registration Number (OGRN) 1157746163937 (the "Russia Subsidiary"), which constitutes an Acquired Direct Subsidiary in accordance with this Agreement (the "Russia Subsidiary Transfer"), as soon as practicable after the Closing Date (such date, the "Russia Subsidiary Transfer Date") in accordance with Section 6.1 to the extent that the Russia Subsidiary Transfer cannot be consummated on the Closing Date. From the Closing Date until the Russia Subsidiary Transfer Date, Sellers agree to operate the Russia Subsidiary in accordance with Section 5.2."

Section 2.14 Sale Leaseback Expenses. The following new Section 6.15 is included in Article VI of the Agreement:

> "Section 6.15 Sale Leaseback Expenses. Following the Closing Date, Sellers shall provide Buyer with all invoices representing Sellers' documented, actual, reasonable, out-of-pocket costs and expenses (including external legal counsel) incurred by Sellers or their Affiliates following the date of this Agreement but prior to the Closing Date in connection with the negotiation of a sale leaseback transaction with respect to Sellers' Burleigh (Wauwatosa) manufacturing facility (the "Sale Leaseback Expenses") and, promptly following receipt of such invoices, Buyer shall pay the Sale Leaseback Expenses in an aggregate amount not to exceed $100,000."

Section 2.15 Survival. Section 9.1 of the Agreement is hereby deleted and replaced in its entirety by the following:

> "Section 9.1 Survival. Except for any covenant that by its terms is to be performed (in whole or in part) by any Party following the Closing, none of the representations, warranties, or covenants of any Party set forth in this Agreement or in any certificate delivered pursuant to Section 2.5(b) or Section 2.5(d) shall survive, and each of the same shall terminate and be of no further force or effect as of, the Closing; provided, however, that the indemnification provisions set forth in Section 5.13 (Title and Insurance Surveys) shall survive the Closing, Section 9.2 (Expenses) shall survive the Closing and Section 9.15 (Non-Recourse) shall survive the Closing."

Section 2.16 Disclosure Schedule. The Disclosure Schedule is hereby deleted and replaced in its entirety by the document attached hereto as Annex C.

ARTICLE III
MISCELLANEOUS

Section 3.1 Effect on the Agreement. Other than as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by the terms of this Amendment, and shall continue in full force and effect.

Section 3.2 Entire Agreement. This Amendment, the Agreement, the Related Agreements and the Confidentiality Agreement constitute the entire agreement between the Parties and supersede any prior understandings, agreements or representations (whether written or oral) by or between the Parties to the extent they relate in any way to the subject matter hereof.

Section 3.3 Governing Law. This Amendment and any claim or controversy hereunder, including matters of validity, construction, effect, enforceability, performance and remedies, and with respect to statute of limitations or any other applicable limitations period shall be governed by and construed in accordance with the internal laws of the State of Delaware (without giving effect to the principles of conflict of Laws thereof), except to the extent that the Laws of such state are superseded by the Bankruptcy Code.

Section 3.4 Mutual Drafting. The Parties have participated jointly in the negotiation and drafting of this Amendment. In the event an ambiguity or question of intent or interpretation arises, this Amendment shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Amendment.

Section 3.5 Headings. The section headings contained in this Amendment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Amendment.

Section 3.6 Counterparts; Facsimile and Electronic Signatures. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Amendment or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

BRIGGS & STRATTON CORPORATION

By: _____
Name: Todd J. Teske
Title: Chairman, President and Chief Executive Officer

BILLY GOAT INDUSTRIES, INC.

By: _____
Name: Harold L. Redman
Title: President

ALLMAND BROS., INC.

By: _____
Name: David J. Rodgers
Title: President

BRIGGS & STRATTON INTERNATIONAL, INC.

By: _____
Name: Todd J. Teske
Title: President

BRIGGS & STRATTON TECH, LLC

By: _____
Name: Randall R. Carpenter
Title: President

BUCEPHALUS BUYER, LLC

By: _____
Name: Ryan Baker
Title: President

Annex A

See attached.

Annex B

See attached.

SCHEDULE A

Acquired Direct Subsidiaries

No.	Acquired Direct Subsidiary	Seller Equity Holder	Holding	Acquired Shares/Units
1.	Briggs & Stratton Sweden Aktiebolag	Briggs & Stratton Corporation	100%	1,000
2.	Briggs & Stratton Italy S.r.L.	Briggs & Stratton Corporation	100%	1
3.	Briggs & Stratton Netherlands B.V.	Briggs & Stratton Corporation	100%	80
4.	Briggs & Stratton Austria Gesellschaft m.b.H.	Briggs & Stratton Corporation	100%	EUR 327,000
5.	Briggs & Stratton Germany GmbH	Briggs & Stratton Corporation	100%	1
6.	Briggs & Stratton U.K. Limited	Briggs & Stratton Corporation	100%	100,000
7.	Briggs & Stratton France S.A.R.L.	Briggs & Stratton Corporation	100%	1,000
8.	Briggs & Stratton Iberica, S.L.	Briggs & Stratton Corporation	100%	1,000
9.	Briggs & Stratton CZ, s.r.o.	Briggs & Stratton Corporation	100%	CZK 100,000
10.	Briggs & Stratton AG	Briggs & Stratton Corporation	100%	100
11.	Briggs & Stratton International AG	Briggs & Stratton Corporation	100%	100,000
12.	Briggs & Stratton RSA (Proprietary) Limited	Briggs & Stratton Corporation	100%	1,000,045
13.	Briggs & Stratton Japan K.K.	Briggs & Stratton Corporation	100%	400
14.	Briggs & Stratton (Malaysia) Sdn. Bhd.	Briggs & Stratton Corporation	100%	1,000,000
15.	Briggs & Stratton Mexico S. de R.L. de C.V.	Briggs & Stratton Corporation	99.9999994%	1 (value of membership interest is $179,206,692 pesos)
		Briggs & Stratton International, Inc.	0.0000006%	1 (value of membership interest is $1 peso)

16.	Briggs & Stratton Australia Pty. Limited	Briggs & Stratton Corporation	100%	12,800,002[1]
17.	Briggs & Stratton New Zealand Limited	Briggs & Stratton Corporation	100%	250,000
18.	Briggs & Stratton Canada Inc.	Briggs & Stratton Corporation	100%	12,409,001
19.	Briggs & Stratton International Holding B.V.	Briggs & Stratton Corporation	100%	18
20.	Briggs & Stratton Limited Liability Company	Briggs & Stratton International, Inc.	99.99%	9,999
		Briggs & Stratton Tech, LLC	0.01%	1
21.	Briggs & Stratton (Shanghai) International Trading Co., Ltd.	Briggs & Stratton International, Inc.	100%	USD 5,200,000
22.	Briggs & Stratton Management (Shanghai) Co., Ltd.	Briggs & Stratton International, Inc.	100%	USD 2,000,000
23.	Branco Motores Ltda	Briggs & Stratton International, Inc.	99.9999992%	BRL 122,368,485
		Briggs & Stratton Tech, LLC	.0000008%	BRL 1

[1] This reflects the number of shares on the date of this Amendment. As of the Closing, the number of shares will be 270,800,002.