

UNITED STATES BANKRUPTCY COURT
EASTER DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

In Re: ) In Proceedings Under Chapter 11
) Hon. Barry S. Schermer
)
BRIGGS & STRATTON, ) Case No. 20-43597-399
CORPORATION, et. al., ) (Jointly Administered)
)
Debtors. )
)
)

LIMITED OBJECTION AND RESERVATION
OF RIGHTS OF ALLIED MARKETING, INC. TO DEBTORS'
SECOND AMENDED NOTICE OF CURE COSTS AND
PROPOSED ASSUMPTION AND ASSIGNMENT OF EXECUTORY
CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH SALE

COMES NOW, Allied Marketing, Inc. ("Allied"), by and through the undersigned counsel,
and for its limited objection to the Second Amended Notice of Cure Costs and Proposed
Assumption and Assignment of Executory Contracts and Expired Leases in Connection With
Sale (the "Second Amended Notice")[Doc. No. 965] states to this Honorable Court as follows:

1. Allied and Briggs & Stratton Corporation are parties to a Sales Representative
Agreement (the "Contract") through which Allied provided services to Debtor Briggs & Stratton
Corporation ("Debtor") related to the sale of Debtor's manufactured products.

2. In Debtor's original Notice of Cure Costs and Proposed Assumption and
Assignment of Executory Contracts and Expired Leases in Connection With Sale [Doc. No. 513]
provided for the Contract to be assumed at a stated cure cost. Debtor's Second Amended Notice
identified a cure cost of \$0.00 under the assumption that the agreed-upon cure cost had been paid.
In fact, the funds to be paid by Debtor to Allied have not yet been received.



3. Allied fully expects that the parties will resolve this matter prior to the court hearing but given the imminent deadline to file objections to the Second Amended Notice, files this limited objection solely to protect its interests and to ensure that the Contract, which provides significant benefits to both parties, is properly assumed.

4. Allied objects to the Second Amended Notice to the extent that it incorrectly states the cure costs. Allied states that the amount owed as of the date of the commencement of these proceedings was \$281,351.76 and that approximately \$103,000.00 has come due following the commencement of these proceedings, subject to adjustment as orders are continually made and paid for by the customer and end users. Allied is and has been working with the business people at Debtor to reconcile the amount due and anticipates reaching an agreed-upon cure amount and timing for repayment prior to the next court hearing.

5. Allied reserves the right to supplement or to otherwise amend this Limited Objection, to raise additional grounds for objection at the hearing, and to join in objection(s) filed by others.

**WHEREFORE**, Allied respectfully prays that the Court allow assumption or assumption and assignment of the Contract between Allied and Debtor only after or the same time as the correct cure amount is paid. Allied further prays that the Court grant it such additional and further relief as is just and proper.

GOLDSTEIN & PRESSMAN P.C.

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**Certificate of Service**

The undersigned hereby certifies that on this 29<sup>th</sup> day of September, 2020, I served the foregoing ***Limited Objection and Reservation of Rights of Allied Marketing, Inc. to Debtors' Second Amended Notice of Cure Costs and Proposed Assumption and Assignment of Executory Contracts and Expired Leases in Connection With Sale*** on the parties identified on the attached Notice List, by first-class mail, postage prepaid, unless said parties received service by the court's CMECF system.

/s/ Robert A. Breidenbach

**NOTICE LIST**

**ALLIED MARKETING, INC. LIMITED OBJECTION TO CONTRACT ASSUMPTION NOTICE  
BRIGGS & STRATTON CORPORTION, ET. AL. 20-43597-399**

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