

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re:)	
)	Chapter 11
BRIGGS & STRATTON CORPORATION,)	Case No. 20-43597-399
et al.,)	
)	(Joint Administration)
Debtors.)	
)	HONORABLE BARRY S. SCHERMER
)	

**RENEWED OBJECTION OF HOFFER PLASTICS CORPORATION AND
RESERVATION OF RIGHTS IN RESPONSE TO SECOND AMENDED NOTICE OF
CURE COSTS AND PROPOSED ASSUMPTION AND ASSIGNMENT OF
EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH
SALE**

Hoffer Plastics Corporation (“Hoffer”) by and through counsel, for its Renewed Objection states:

1. On September 21, 2020, Debtors filed their Second Amended Notice of Cure Costs and Proposed Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale (Doc. #965)(the “Second Amended Cure Notice”) listing a cure amount for the Hoffer Supply Agreement of \$539,767.75 with no supporting documentation of the calculation.

2. As set forth in the Objection of Hoffer Plastics Corporation and Reservation of Rights in Response to Notice of Cure Costs and Proposed Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale (Doc. #825)(“Hoffer’s Original Cure Notice Objection”) and Exhibit A, each of which are incorporated herein by reference and were filed prior to the Second Amended Cure Notice, the actual cure amount is \$581,463.54.



3. The Second Amended Cure Notice: (a) fails to address the lack of adequate assurance of future performance set forth in paragraph 8 of Hoffer's Original Cure Notice Objection; and (b) in failing to provide adequate assurances, fails to comply with a Letter of Understanding of August 21, 2020 between the parties; or a Trade Agreement executed post-petition by the parties, each of which require the provision of adequate assurance with respect to Hoffer's placing non-cancellable orders with its suppliers to satisfy Debtors (now Purchasers) increased volume of orders to Hoffer.

4. In the event Purchaser fails to provide adequate assurances with respect to non-cancellable orders Hoffer has to place with its suppliers, many Briggs (now Purchaser) directed, then Hoffer had agreed to maintain its right of rejecting purchase orders; and to extending credit terms as set forth in emails between the parties of September 16, 2020.

WHEREFORE, Hoffer prays that this Court:

A. Condition assumption and assignment of the Hoffer Supply Agreement on:
(i) payment of the cure amount set forth herein; (ii) purchase orders from Debtor (now Purchaser) being subject to rejection as per the original Supply Agreement between Hoffer and Briggs; and (iii) purchase orders being on credit terms set forth in emails between the parties as referenced above.

Dated: September 29, 2020

AFFINITY LAW GROUP, LLC

/s/ J. Talbot Sant, Jr.

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was filed electronically with the Court on September 29, 2020, served simultaneously upon all parties receiving service via the Court's CM/ECF System and as listed on the Court's Electronic Mail Notice List, and served by email and U.S. Mail to the Objection Notice Parties as referenced in Doc.#514.

/s/ J. Talbot Sant, Jr. _____