

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

In re: § Chapter 11
BRIGGS & STRATTON §
CORPORATION, *et al.*, § Case No. 20-43597-399
§ (Jointly Administered)
Debtors. §
§ Objections Due: December 11, 2020
§ Hearing Date: December 18, 2020
§ Hearing Time: 9:00 a.m. (Central Time)
§ Hearing Location: Courtroom 5 North
§ 111 S. 10th St., St. Louis, MO 63102

**NOTICE OF (I) ORDER APPROVING DISCLOSURE STATEMENT;
(II) HEARING ON CONFIRMATION OF PLAN; (III) PROCEDURES AND
DEADLINE FOR OBJECTING TO CONFIRMATION OF THE PLAN; AND
(IV) PROCEDURES AND DEADLINE FOR VOTING ON THE PLAN**

PLEASE TAKE NOTICE that:

1. **Approval of Disclosure Statement.** On November 10, 2020, the United States Bankruptcy Court for the Eastern District of Missouri (the “**Bankruptcy Court**”) entered the *Order (I) Approving Disclosure Statement; (II) Establishing Notice and Objection Procedures for Confirmation of Plan; (III) Approving Solicitation Packages and Procedures for Distribution Thereof; (IV) Approving the Form of Ballots and Establishing Procedures for Voting on the Plan; and (V) Granting Related Relief* [Docket No. 1233] (the “**Order**”), approving the *Amended Disclosure Statement for Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors* (as it may be further amended, modified and supplemented, the “**Disclosure Statement**”) [Docket No. 1227], filed by Briggs & Stratton Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), for use by the Debtors in soliciting acceptances or rejections of the *Amended Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors* [Docket No. 1226], filed November 9, 2020, (as it may be further amended, modified, and supplemented, the “**Plan**”), from holders of impaired Claims against the Debtors (each, as defined in the Plan), who are (or may be) entitled to receive distributions under the Plan.

2. **Access to the Disclosure Statement, the Plan and the Order.** Interested parties may review the Disclosure Statement, the Plan and the Order, free of charge at <http://www.kccllc.net/Briggs>. In addition, the Disclosure Statement, the Plan and the Order are on file with the Bankruptcy Court and may be reviewed by accessing the Bankruptcy Court’s website at: <https://www.moeb.uscourts.gov/>. A login and password to the Court’s Public Access to Electronic Court Records (“**PACER**”) are required to access the information on the Court’s website and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov). Copies of the Disclosure Statement, the Plan and the Order may also be examined by interested parties during normal business hours at the office of the Clerk of the Bankruptcy Court. Furthermore, in accordance with Bankruptcy Rule 3017(a) and Local Rule 3017(B), upon written request to the Debtors’ Voting Agent, Kurtzman Carson Consultants LLC (the “**Voting Agent**”), the Debtors will provide, at no charge to the requesting party,



204359720111200000000005

copies of the Disclosure Statement, the Plan, or the Order. Such requests shall be made to the Voting Agent at the following address or e-mail:

If by standard or overnight mail or hand delivery:	If by e-mail
Briggs Ballot Processing Center c/o KCC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245	BriggsInfo@kcellc.com

3. **Confirmation Hearing.** A hearing (the “**Confirmation Hearing**”) to consider confirmation of the Plan will be held on **December 18, 2020 at 9:00 a.m. (Central Time)**, in the United States Bankruptcy Court for the Eastern District of Missouri, 5th Floor, North Courtroom, Thomas F. Eagleton United States Courthouse, 111 South Tenth Street, St. Louis, Missouri. The Confirmation Hearing may be continued from time to time without further notice other than the announcement by the Debtors at the Confirmation Hearing or any continued hearing or as indicated in any notice of agenda for matters scheduled for hearing filed by the Debtors with the Bankruptcy Court, and the Plan may be amended or modified, if necessary, prior to, during, or as a result of the Confirmation Hearing, without further notice to interested parties.

4. **Objection Deadline.** Pursuant to Local Rule 3020(A) of the Local Rules of Bankruptcy Procedure for the Eastern District of Missouri (the “**Local Rules**”), the Order establishes **December 11, 2020 at 5:00 p.m. (Central Time)** (the “**Objection Deadline**”) as the last day for filing and serving written objections to confirmation of the Plan.

5. **Objections to Confirmation.** Responses and objections, if any, to confirmation of the Plan must:

- (a) be in writing;
- (b) state the name and address of the objecting party and the amount and nature of the Claim or Interest of such party;
- (c) state with particularity the basis and nature of any objection;
- (d) conform to the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and the Local Rules;
- (e) be filed with the Bankruptcy Court (i) by registered users of the Bankruptcy Court’s case filing system, electronically in accordance with the Bankruptcy Rules and the Local Rules and (ii) by all other parties in interest, in writing with the United States Bankruptcy Court Clerk’s Office, 111 S. 10th Street, 4th Floor, St. Louis, Missouri 63102; and
- (f) be filed and served so as to be received no later than the Objection Deadline by the Court and the Notice Parties.

6. Pursuant to Local Rule 3020(A), objections to confirmation of the Plan must also be served on (i) the plan proponent, (ii) any parties on the Local Rule 9013-3(D) Master Service List, and (iii) any entity making a written request. In accordance with Local Rule 3020(A), objections must be served on the following parties:

Debtors

Briggs & Stratton Corporation, *et al.*
c/o Kurtzman Carson Consultants LLC,
222 N. Pacific Coast Highway
Suite 300
El Segundo, California 90245

Office of the U.S. Trustee

Office of the U.S. Trustee for
the Eastern District of Missouri
111 South 10th Street
Suite 6.353
St. Louis, Missouri 63102
Attn: Sirena T. Wilson, Esq.
Email: sirena.wilson@usdoj.gov

Attorneys to the Debtors

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attn: Ronit J. Berkovich, Esq.
Debora A. Hoehne, Esq.
Martha E. Martir, Esq.
Email: ronit.berkovich@weil.com
debora.hoehne@weil.com
martha.martir@weil.com

Attorneys to the Debtors

Carmody MacDonald P.C.
120 S Central Ave
#1800
Clayton, Missouri 63105
Attn: Robert E. Eggmann, Esq.
Christopher J. Lawhorn, Esq.
Thomas H. Riske, Esq.
Email: ree@carmodymacdonald.com
cjl@carmodymacdonald.com
thr@carmodymacdonald.com

Attorneys to the Creditors' Committee

Brown Rudnick LLP
7 Times Square
New York, New York 10036
Attn.: Robert J. Stark, Esq.
Oksana P. Lashko, Esq.
Andrew M. Carty, Esq.
Email: rstark@brownrudnick.com
olashko@brownrudnick.com
acarty@brownrudnick.com

Attorneys to the Creditors' Committee

Doster Ullom & Boyle, LLC
16150 Main Circle Drive
Suite 250
Chesterfield, Missouri 63017
Attn: Gregory D. Willard, Esq.
Alexander L. Moen, Esq.
Email: gwillard@dublbc.com
amoen@dublbc

IF ANY OBJECTION TO CONFIRMATION OF THE PLAN IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT, THE OBJECTING PARTY WILL BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN, AND THE OBJECTING PARTY WILL NOT BE HEARD AT THE CONFIRMATION HEARING.

7. ***Voting Deadline.*** The Order establishes **December 11, 2020 at 5:00 p.m.** (Central Time) as the last day to submit a written ballot to accept or reject the Plan (the "**Voting Deadline**"). The ballots must be delivered to and actually received by the Voting Agent by no later than 5:00 p.m. (Central Time) on or before December 11, 2020 at either of the following addresses:

If by standard or overnight mail or hand delivery:	If by e-balloting portal:
Briggs Ballot Processing Center c/o KCC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245	Visit http://www.kccllc.net/briggs , click on the "Submit eBallot" link and following the instructions set forth on the website

8. **Voting Record Date.** Holders of Claims against the Debtors in the following Classes as of November 9, 2020 are entitled to vote on the Plan:

Class	Designation	Treatment	Entitled to Vote
4(a)	General Unsecured Claims against BSC	Impaired	Yes
4(b)	General Unsecured Claims against BGI	Impaired	Yes
4(c)	General Unsecured Claims against ABI	Impaired	Yes
4(d)	General Unsecured Claims against BSI	Impaired	Yes
4(e)	General Unsecured Claims against BST	Impaired	Yes

9. **Parties in Interest Not Entitled to Vote.** The following holders of Claims and Interests are not entitled to vote on the plan: (A) holders of unimpaired Claims that are presumed to accept the Plan (Classes 1(a) through 1(e) – Priority Tax Claims against each Debtor, Classes 2(a) through 2(e) – Priority Non-Tax Claims against each Debtor, and Classes 3(a) through 3(e) – Other Secured Claims against each Debtor); and (B) holders of impaired Claims or Interests that are deemed to reject the Plan (Classes 5(a) through 5(e) – Subordinated Securities Claims against each Debtor, Classes 6(a) through 6(d) – Intercompany Interests in each Debtor, and Class 7(a) – Equity Interests in BSC).

10. **Notice of Non-Voting Status.** Pursuant to the Order, holders of Claims and Interests in Classes 1(a) through 1(e), 2(a) through 2(e), 3(a) through 3(a), and 5(a) through 5(e), 6(a) through 6(d) and 7(a) will receive a Notice of Non-Voting Status.

11. **Claims Disallowed for Voting Purposes.** If a Claim is listed in the Schedules as contingent, unliquidated, disputed, in the amount of \$0.00, or unknown, and a proof of Claim was not (i) filed by the applicable bar date for the filing of proofs of Claim established by the Court or (ii) deemed timely filed by an order of the Court prior to the Voting Deadline, unless the Debtors have consented in writing, such Claim shall be disallowed for voting purposes. If a Claim is filed in the amount of \$0.00, the holder of such Claim shall not be entitled to vote on account of such Claim. If a Claim has been paid in full prior to the Record Date, and so the value of the claims is \$0.00 as of the Record Date, the holder of such claim shall not be entitled to vote on account of such Claim.

12. **Challenging the Allowance of a Claim for Voting Purposes.** Paragraph 16 of the Order establishes certain procedures for voting and ballot tabulation purposes. If any holder of a Claim seeks to challenge the allowance (or disallowance) of its Claim for voting purposes in accordance with the procedures, the Debtors request that the Court direct such creditor to serve on the Debtors and file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim in a different amount for purposes of voting to accept or reject the Plan (a “**Rule 3018(a) Motion**”) by **December 1, 2020**. If a holder of a Claim files a timely Rule 3018(a) Motion, such holder’s Ballot should not be counted unless temporarily allowed by the Court for voting purposes, after notice and a hearing, pursuant to an order entered by the Court.

13. **Classification and Treatment.** A chart summarizing the treatment provided by the Plan to each class of Claims and Interests is included in **Annex A**. **Annex A** is qualified in its entirety by reference to the Plan.

14. **Releases by Holders of Claims and Interests.** Please be advised that under the Plan, the following holders of Claims or Interests are deemed to have granted the releases contained in Section 10.6 of the Plan:

- (a) the Creditors’ Committee and each of its members in their capacity as such;

- (b) all holders of Claims who are entitled to vote on the Plan and vote to accept the Plan;
- (c) all holders of Claims who (i) are entitled to vote on the Plan and abstain from voting on the Plan or (ii) vote to reject the Plan and, in either case, do not elect to exercise their right, as provided in the Ballot, to opt-out of granting the releases set forth in this Section 10.6;
- (d) all holders of Claims who are deemed to accept or reject the Plan, are provided with a notice of non-voting status providing them with the right to opt-out of the releases contained in this Section 10.6, and do not elect to exercise such right;
- (e) with respect to any Person or Entity in the foregoing clauses (a) through (d), such entity's predecessors, successors, assigns, subsidiaries, affiliates, managed accounts or funds, managed or controlled by such Entity and all Persons entitled to assert Claims through or on behalf of such Persons or Entities solely with respect to the matters for which the Releasing Parties are providing releases to the extent such Person or Entity would be obligated to release under principles of agency if it were so directed by the applicable Person or Entity in clauses (a) through (d).

ELECTION TO WITHHOLD CONSENT TO THE RELEASES CONTAINED IN THE PLAN IS AT THE OPTION OF THE CLAIM OR INTEREST HOLDER. HOLDERS OF CLAIMS ENTITLED TO VOTE MAY "OPT-OUT" OF THE RELEASES ON THEIR BALLOTS, BUT ONLY IF SUCH HOLDERS DO NOT VOTE TO ACCEPT THE PLAN. HOLDERS OF CLAIMS AND INTERESTS NOT ENTITLED TO VOTE MAY SUBMIT AN OPT-OUT FORM TO OPT-OUT OF THE RELEASES, AS DESCRIBED IN MORE DETAIL IN THE NOTICE OF NON-VOTING STATUS.

15. *Injunction, Exculpation and Debtors' Releases.* The Plan also contains provisions regarding injunction, exculpation and releases by the Debtors that may affect your rights, such as those set forth in Sections 10.4 through 10.11 of the Plan and in Annex A. Annex A is qualified in its entirety by reference to the Plan.

16. *Executory Contracts and Unexpired Leases.* Pursuant to the Plan, as of and subject to the occurrence of the Effective Date (as defined in the Plan), all executory contracts and unexpired leases to which any of the Debtors are parties shall be deemed rejected, unless such executory contract or unexpired lease (i) was previously assumed or rejected by the Debtors pursuant to an order of the Bankruptcy Court; (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto; (iii) is the subject of a motion to assume filed by the Debtors on or before the Confirmation Date (as defined in the Plan); or (iv) is identified in Section **Error! Reference source not found.** of the Plan.

17. *Additional Information.* Any party in interest wishing to obtain information about the solicitation procedures should contact the Voting Agent by telephone at (866) 544-7045 (U.S./Canada) or (781) 575-2084 (International) or by e-mail at <http://www.kccllc.net/Briggs/inquiry>.

THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

Dated: November 10, 2020
St. Louis, Missouri

/s/ Robert E. Eggmann
CARMODY MACDONALD P.C.
120 S. Central Avenue, Suite 1800
St. Louis, Missouri 63105
Telephone: (314) 854-8600
Facsimile: (314) 854-8660
Robert E. Eggmann, #37374MO
Christopher J. Lawhorn, #45713MO
Thomas H. Riske, #61838MO

*Local Counsel to the Debtors and
Debtors in Possession*

-and-

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Ronit J. Berkovich (admitted *pro hac vice*)
Debora A. Hoehne (admitted *pro hac vice*)
Martha E. Martir (admitted *pro hac vice*)

*Counsel to the Debtors
and Debtors in Possession*

Annex A¹

Summary of Plan Classification and Treatment of Claims and Interests

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
1(a)	Priority Tax Claims against BSC	Except to the extent that a holder of an Allowed Priority Tax Claim against BSC agrees to less favorable treatment, each holder of an Allowed Priority Tax Claim against BSC shall receive, in full and final satisfaction of such Allowed Priority Tax Claim against BSC, at the sole option of the Debtors or the Plan Administrator, as applicable, (a) Cash (from the Net Cash Proceeds (BSC)) in an amount equal to such Allowed Priority Tax Claim against BSC on, or as soon thereafter as is reasonably practicable, the later of (i) the Effective Date, to the extent such Claim is an Allowed Priority Tax Claim against BSC on the Effective Date; (ii) the first Business Day after the date that is forty-five (45) calendar days after the date such Priority Tax Claim becomes an Allowed Priority Tax Claim against BSC; and (iii) the date such Allowed Priority Tax Claim against BSC is due and payable in the ordinary course as such obligation becomes due; or (b) equal annual Cash payments (from the Net Cash Proceeds (BSC)) in an aggregate amount equal to the amount of such Allowed Priority Tax Claim against BSC, together with interest at the applicable rate under section 511 of the Bankruptcy Code, over a period not exceeding five (5) years from and after the Petition Date; <i>provided</i> , that the Debtors reserve the right to prepay all or a portion of any such amounts at any time under this option without penalty or premium.	Unimpaired	No (Presumed to accept)	100%
1(b)	Priority Tax Claims against BGI	Except to the extent that a holder of an Allowed Priority Tax Claim against BGI agrees to less favorable treatment, each holder of an Allowed Priority Tax Claim against BGI shall receive, in full and final satisfaction of such Allowed Priority Tax Claim against BGI, at the sole option of the Debtors or the Plan Administrator, as applicable, (a) Cash (from the Net Cash Proceeds (BGI)) in an amount equal to such Allowed Priority Tax Claim against BGI on, or as soon thereafter as is reasonably practicable, the later of (i) the Effective Date, to the extent such Claim is an Allowed Priority Tax Claim against BGI on the Effective Date; (ii) the first	Unimpaired	No (Presumed to accept)	100%

¹ Annex A is qualified in its entirety by reference to the Plan.

² The recovery percentages listed herein for Classes 4(a)-4(e) take into account the PBGC subordination and reflect recoveries to General Unsecured Creditors other than the PBGC. In addition, please note that the recovery percentages for such Classes are estimates only and as the General Bar Date occurred on October 7, 2020 and certain other bar dates have not yet occurred, as discussed in Section IV(G) of the Disclosure Statement, the Debtors have only begun to reconcile claims. The high end of the range is based on the Debtors' estimate of known liquidated claims with the low end of the range being calculated using a placeholder estimate of unknown and unliquidated claims.

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
		Business Day after the date that is forty-five (45) calendar days after the date such Priority Tax Claim becomes an Allowed Priority Tax Claim against BGI; and (iii) the date such Allowed Priority Tax Claim against BGI is due and payable in the ordinary course as such obligation becomes due; or (b) equal annual Cash (from the Net Cash Proceeds (BGI)) payments in an aggregate amount equal to the amount of such Allowed Priority Tax Claim against BGI, together with interest at the applicable rate under section 511 of the Bankruptcy Code, over a period not exceeding five (5) years from and after the Petition Date; <i>provided</i> , that the Debtors reserve the right to prepay all or a portion of any such amounts at any time under this option without penalty or premium.			
1(c)	Priority Tax Claims against ABI	Except to the extent that a holder of an Allowed Priority Tax Claim against ABI agrees to less favorable treatment, each holder of an Allowed Priority Tax Claim against ABI shall receive, in full and final satisfaction of such Allowed Priority Tax Claim against ABI, at the sole option of the Debtors or the Plan Administrator, as applicable, (a) Cash (from the Net Cash Proceeds (ABI)) in an amount equal to such Allowed Priority Tax Claim against ABI on, or as soon thereafter as is reasonably practicable, the later of (i) the Effective Date, to the extent such Claim is an Allowed Priority Tax Claim against ABI on the Effective Date; (ii) the first Business Day after the date that is forty-five (45) calendar days after the date such Priority Tax Claim becomes an Allowed Priority Tax Claim against ABI; and (iii) the date such Allowed Priority Tax Claim against ABI is due and payable in the ordinary course as such obligation becomes due; or (b) equal annual Cash payments (from the Net Cash Proceeds (ABI)) in an aggregate amount equal to the amount of such Allowed Priority Tax Claim against ABI, together with interest at the applicable rate under section 511 of the Bankruptcy Code, over a period not exceeding five (5) years from and after the Petition Date; <i>provided</i> , that the Debtors reserve the right to prepay all or a portion of any such amounts at any time under this option without penalty or premium.	Unimpaired	No (Presumed to accept)	100%
1(d)	Priority Tax Claims against BSI	Except to the extent that a holder of an Allowed Priority Tax Claim against BSI agrees to less favorable treatment, each holder of an Allowed Priority Tax Claim against BSI shall receive, in full and final satisfaction of such Allowed Priority Tax Claim against BSI, at the sole option of the Debtors or the Plan Administrator, as applicable, (a) Cash (from the Net Cash Proceeds (BSI)) in an amount equal to such Allowed Priority Tax Claim against BSI on, or as soon thereafter as is reasonably practicable, the later of (i) the Effective Date, to the extent such Claim is an Allowed Priority Tax Claim against BSI on the Effective Date; (ii) the first	Unimpaired	No (Presumed to accept)	100%

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
		Business Day after the date that is forty-five (45) calendar days after the date such Priority Tax Claim becomes an Allowed Priority Tax Claim against BSI; and (iii) the date such Allowed Priority Tax Claim against BSI is due and payable in the ordinary course as such obligation becomes due; or (b) equal annual Cash payments (from the Net Cash Proceeds (BSI)) in an aggregate amount equal to the amount of such Allowed Priority Tax Claim against BSI, together with interest at the applicable rate under section 511 of the Bankruptcy Code, over a period not exceeding five (5) years from and after the Petition Date; <i>provided</i> , that the Debtors reserve the right to prepay all or a portion of any such amounts at any time under this option without penalty or premium.			
1(e)	Priority Tax Claims against BST	Except to the extent that a holder of an Allowed Priority Tax Claim against BST agrees to less favorable treatment, each holder of an Allowed Priority Tax Claim against BST shall receive, in full and final satisfaction of such Allowed Priority Tax Claim against BST, at the sole option of the Debtors or the Plan Administrator, as applicable, (a) Cash (from the Net Cash Proceeds (BST)) in an amount equal to such Allowed Priority Tax Claim against BST on, or as soon thereafter as is reasonably practicable, the later of (i) the Effective Date, to the extent such Claim is an Allowed Priority Tax Claim against BST on the Effective Date; (ii) the first Business Day after the date that is forty-five (45) calendar days after the date such Priority Tax Claim becomes an Allowed Priority Tax Claim against BST; and (iii) the date such Allowed Priority Tax Claim against BST is due and payable in the ordinary course as such obligation becomes due; or (b) equal annual Cash payments (from the Net Cash Proceeds (BST)) in an aggregate amount equal to the amount of such Allowed Priority Tax Claim against BST, together with interest at the applicable rate under section 511 of the Bankruptcy Code, over a period not exceeding five (5) years from and after the Petition Date; <i>provided</i> , that the Debtors reserve the right to prepay all or a portion of any such amounts at any time under this option without penalty or premium.	Unimpaired	No (Presumed to accept)	100%
2(a)	Priority Non-Tax Claims against BSC	Except to the extent that a holder of an Allowed Priority Non-Tax Claim against BSC agrees to less favorable treatment, on or as soon as practicable after the Effective Date, each holder thereof shall be paid in full in Cash (from the Net Cash Proceeds (BSC)) or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.	Unimpaired	No (Presumed to accept)	100%
2(b)	Priority Non-Tax Claims against BGI	Except to the extent that a holder of an Allowed Priority Non-Tax Claim against BGI agrees to less favorable treatment, on or as soon as practicable after the Effective Date, each holder thereof shall be paid in full in Cash (from the Net Cash Proceeds (BGI))	Unimpaired	No (Presumed to accept)	100%

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan²
		or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.			
2(c)	Priority Non-Tax Claims against ABI	Except to the extent that a holder of an Allowed Priority Non-Tax Claim against ABI agrees to less favorable treatment, on or as soon as practicable after the Effective Date, each holder thereof shall be paid in full in Cash (from the Net Cash Proceeds (ABI)) or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.	Unimpaired	No (Presumed to accept)	100%
2(d)	Priority Non-Tax Claims against BSI	Except to the extent that a holder of an Allowed Priority Non-Tax Claim against BSI agrees to less favorable treatment, on or as soon as practicable after the Effective Date, each holder thereof shall be paid in full in Cash (from the Net Cash Proceeds (BSI)) or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.	Unimpaired	No (Presumed to accept)	100%
2(e)	Priority Non-Tax Claims against BST	Except to the extent that a holder of an Allowed Priority Non-Tax Claim against BST agrees to less favorable treatment, on or as soon as practicable after the Effective Date, each holder thereof shall be paid in full in Cash (from the Net Cash Proceeds (BST)) or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.	Unimpaired	No (Presumed to accept)	100%
3(a)	Other Secured Claims against BSC	<p>(i) Except to the extent that a holder of an Allowed Other Secured Claim against BSC agrees to different treatment, on the later of the Effective Date and the date that is thirty (30) days after the date such Other Secured Claim against BSC becomes an Allowed Claim, or as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim against BSC will receive, on account of such Allowed Claim, at the sole option of the Debtors or the Plan Administrator, as applicable: (a) Cash (from the Net Cash Proceeds (BSC)) in an amount equal to the Allowed amount of such Claim; (b) such other treatment sufficient to render such holder's Allowed Other Secured Claim against BSC Unimpaired; or (c) return of the applicable collateral in satisfaction of the Allowed amount of such Other Secured Claim against BSC.</p> <p>(ii) Except as otherwise specifically provided in the Plan, upon the payment in full in Cash of an Other Secured Claim against BSC, any Lien securing an Other Secured Claim against BSC that is paid in full, in Cash, shall be deemed released, and the holder of such Other Secured Claim against BSC shall be authorized and directed to release any collateral or other property of the Debtors (including any Cash collateral) held by such holder and to take such actions as may be requested by the Plan Administrator, to evidence the release of such Lien, including the execution, delivery and filing or</p>	Unimpaired	No (Presumed to accept)	100%

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
		recording of such releases as may be requested by the Plan Administrator.			
3(b)	Other Secured Claims against BGI	<p>(i) Except to the extent that a holder of an Allowed Other Secured Claim against BGI agrees to different treatment, on the later of the Effective Date and the date that is thirty (30) days after the date such Other Secured Claim against BGI becomes an Allowed Claim, or as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim against BGI will receive, on account of such Allowed Claim, at the sole option of the Debtors or the Plan Administrator, as applicable: (a) Cash (from the Net Cash Proceeds (BGI)) in an amount equal to the Allowed amount of such Claim; (b) such other treatment sufficient to render such holder's Allowed Other Secured Claim against BGI Unimpaired; or (c) return of the applicable collateral in satisfaction of the Allowed amount of such Other Secured Claim against BGI.</p> <p>(ii) Except as otherwise specifically provided in the Plan, upon the payment in full in Cash of an Other Secured Claim against BGI, any Lien securing an Other Secured Claim against BGI that is paid in full, in Cash, shall be deemed released, and the holder of such Other Secured Claim against BGI shall be authorized and directed to release any collateral or other property of the Debtors (including any Cash collateral) held by such holder and to take such actions as may be requested by the Plan Administrator, to evidence the release of such Lien, including the execution, delivery and filing or recording of such releases as may be requested by the Plan Administrator.</p>	Unimpaired	No (Presumed to accept)	100%
3(c)	Other Secured Claims against ABI	<p>(i) Except to the extent that a holder of an Allowed Other Secured Claim against ABI agrees to different treatment, on the later of the Effective Date and the date that is thirty (30) days after the date such Other Secured Claim against ABI becomes an Allowed Claim, or as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim against ABI will receive, on account of such Allowed Claim, at the sole option of the Debtors or the Plan Administrator, as applicable: (a) Cash (from the Net Cash Proceeds (ABI)) in an amount equal to the Allowed amount of such Claim; (b) such other treatment sufficient to render such holder's Allowed Other Secured Claim against ABI Unimpaired; or (c) return of the applicable collateral in satisfaction of the Allowed amount of such Other Secured Claim against ABI.</p> <p>(ii) Except as otherwise specifically provided in the Plan, upon the payment in full in Cash of an Other</p>	Unimpaired	No (Presumed to accept)	100%

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
		Secured Claim against ABI, any Lien securing an Other Secured Claim against ABI that is paid in full, in Cash, shall be deemed released, and the holder of such Other Secured Claim against ABI shall be authorized and directed to release any collateral or other property of the Debtors (including any Cash collateral) held by such holder and to take such actions as may be requested by the Plan Administrator, to evidence the release of such Lien, including the execution, delivery and filing or recording of such releases as may be requested by the Plan Administrator.			
3(d)	Other Secured Claims against BSI	<p>(i) Except to the extent that a holder of an Allowed Other Secured Claim against BSI agrees to different treatment, on the later of the Effective Date and the date that is thirty (30) days after the date such Other Secured Claim against BSI becomes an Allowed Claim, or as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim against BSI will receive, on account of such Allowed Claim, at the sole option of the Debtors or the Plan Administrator, as applicable: (a) Cash (from the Net Cash Proceeds (BSI)) in an amount equal to the Allowed amount of such Claim; (b) such other treatment sufficient to render such holder's Allowed Other Secured Claim against BSI Unimpaired; or (c) return of the applicable collateral in satisfaction of the Allowed amount of such Other Secured Claim against BSI.</p> <p>(ii) Except as otherwise specifically provided the Plan, upon the payment in full in Cash of an Other Secured Claim against BSI, any Lien securing an Other Secured Claim against BSI that is paid in full, in Cash, shall be deemed released, and the holder of such Other Secured Claim against BSI shall be authorized and directed to release any collateral or other property of the Debtors (including any Cash collateral) held by such holder and to take such actions as may be requested by the Plan Administrator, to evidence the release of such Lien, including the execution, delivery and filing or recording of such releases as may be requested by the Plan Administrator.</p>	Unimpaired	No (Presumed to accept)	100%
3(e)	Other Secured Claims against BST	<p>(i) Except to the extent that a holder of an Allowed Other Secured Claim against BST agrees to different treatment, on the later of the Effective Date and the date that is thirty (30) days after the date such Other Secured Claim against BST becomes an Allowed Claim, or as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim against BST will receive, on account of such Allowed Claim, at the sole option of the Debtors or the Plan Administrator, as applicable: (a) Cash (from the Net Cash Proceeds (BST)) in an amount equal to the Allowed amount of such Claim; (b) such other treatment sufficient to render such holder's Allowed Other Secured Claim against BST</p>	Unimpaired	No (Presumed to accept)	100%

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
		Unimpaired; or (c) return of the applicable collateral in satisfaction of the Allowed amount of such Other Secured Claim against BST. (ii) Except as otherwise specifically provided in the Plan, upon the payment in full in Cash of an Other Secured Claim against BST, any Lien securing an Other Secured Claim against BST that is paid in full, in Cash, shall be deemed released, and the holder of such Other Secured Claim against BST shall be authorized and directed to release any collateral or other property of the Debtors (including any Cash collateral) held by such holder and to take such actions as may be requested by the Plan Administrator, to evidence the release of such Lien, including the execution, delivery and filing or recording of such releases as may be requested by the Plan Administrator.			
4(a)	General Unsecured Claims against BSC	Except to the extent that a holder of an Allowed General Unsecured Claim against BSC agrees to less favorable treatment of such Claim, in full and final satisfaction, compromise, and settlement of and in exchange for such Allowed General Unsecured Claim against BSC, each holder thereof shall receive its Pro Rata share of the Net Cash Proceeds (BSC) after the Priority Tax Claims against BSC, Priority Non-Tax Claims against BSC and the Other Secured Claims against BSC are satisfied (or reserved for) in full in accordance with the Plan, until all Allowed General Unsecured Claims against BSC are satisfied in full in Cash; provided, however, for purposes of determining the Pro Rata share under the Plan, the PBGC Subordination shall be enforced; <i>provided, further</i> , that: (A) if any portion of a General Unsecured Claim against BSC is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (BSC), and (B)	Impaired	Yes	6 - 8% ³

³ The estimated recovery for general unsecured claims depends on the amount of allowed priority claims and allowed general unsecured claims, which, based on the results of the claims reconciliation process, may ultimately be materially different from the estimates in the Recovery Analysis. See footnote three of the Recovery Analysis, annexed as **Exhibit C** to the Disclosure Statement. The Debtors believe that certain priority claims and general unsecured claims should be reclassified and/or disallowed as part of the claims reconciliation process. However, the Debtors cannot assure that such claims will ultimately be reclassified and/or disallowed. As such, the recovery for Class 4(a) could be as low as 6% if certain filed and unreconciled priority claims and general unsecured claims asserted against the Debtors are ultimately allowed as part of the claims reconciliation process.

Additionally, this range is not inclusive of unliquidated tort claims. Forty-four (44) claims related to unliquidated tort claims were filed against the Debtors, of which thirty-nine (39) claims are related to asbestos-related litigations and may be reduced by applicable insurance coverage, as discussed in more detail in section IV(O) of the Disclosure Statement. The Debtors do not currently have an estimate for such tort claims, and the recovery amount for general unsecured creditors may be lower depending on the ultimate value of the unliquidated tort claims. If the unliquidated tort claims are ultimately allowed and not paid by available insurance, recovery for general unsecured creditors could be even lower.

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
		the portion of a General Unsecured Claim against BSC that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (BSC), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against BSC is an Allowed General Unsecured Claim.			
4(b)	General Unsecured Claims against BGI	Except to the extent that a holder of an Allowed General Unsecured Claim against BGI agrees to less favorable treatment of such Claim, in full and final satisfaction, compromise, and settlement of and in exchange for such Allowed General Unsecured Claim against BGI, each holder thereof shall receive its Pro Rata share of the Net Cash Proceeds (BGI) after the Priority Tax Claims against BGI, Priority Non-Tax Claims against BGI and the Other Secured Claims against BGI are satisfied (or reserved for) in full in accordance with the Plan, until all Allowed General Unsecured Claims against BGI are satisfied in full in Cash; provided, however, for purposes of determining the Pro Rata share under the Plan, the PBGC Subordination shall be enforced; <i>provided, further</i> , that: (A) if any portion of a General Unsecured Claim against BGI is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (BGI), and (B) the portion of a General Unsecured Claim against BGI that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (BGI), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against BGI is an Allowed General Unsecured Claim.	Impaired	Yes	1 - 2% ⁴
4(c)	General Unsecured	Except to the extent that a holder of an Allowed	Impaired	Yes	1 - 2% ⁵

⁴ The estimated recovery for general unsecured claims depends on the amount of allowed priority claims and allowed general unsecured claims, which, based on the results of the claims reconciliation process, may ultimately be materially different from the estimates in the Recovery Analysis. See footnote three of the Recovery Analysis, annexed as **Exhibit C** to the Disclosure Statement. The Debtors believe that certain priority claims and general unsecured claims should be reclassified and/or disallowed as part of the claims reconciliation process. However, the Debtors cannot assure that such claims will ultimately be reclassified and/or disallowed. As such, the recovery for Class 4(b) could be as low as 1% if certain filed and unreconciled priority claims and general unsecured claims asserted against the Debtors are ultimately allowed as part of the claims reconciliation process.

⁵ The estimated recovery for general unsecured claims depends on the amount of allowed priority claims and allowed general unsecured claims, which, based on the results of the claims reconciliation process, may ultimately be materially different from the estimates in the Recovery Analysis. See footnote three of the Recovery Analysis, annexed as **Exhibit C** to the Disclosure Statement. The Debtors believe that certain priority claims and general unsecured claims should be reclassified and/or disallowed as part of the claims reconciliation process. However, the Debtors cannot assure that such claims will ultimately be reclassified and/or disallowed. As such, the recovery for Class 4(c) could be as low as 1% if certain filed and unreconciled priority claims and general unsecured claims asserted against the Debtors are ultimately allowed as part of the claims reconciliation process.

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
	Claims against ABI	General Unsecured Claim against ABI agrees to less favorable treatment of such Claim, in full and final satisfaction, compromise, and settlement of and in exchange for such Allowed General Unsecured Claim against ABI, each holder thereof shall receive its Pro Rata share of the Net Cash Proceeds (ABI) after the Priority Tax Claims against ABI, Priority Non-Tax Claims against ABI and the Other Secured Claims against ABI are satisfied (or reserved for) in full in accordance with the Plan, until all Allowed General Unsecured Claims against ABI are satisfied in full in Cash; provided, however, for purposes of determining the Pro Rata share under the Plan, the PBGC Subordination shall be enforced; <i>provided, further,</i> that: (A) if any portion of a General Unsecured Claim against ABI is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (ABI), and (B) the portion of a General Unsecured Claim against ABI that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (ABI), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against ABI is an Allowed General Unsecured Claim.			
4(d)	General Unsecured Claims against BSI	Except to the extent that a holder of an Allowed General Unsecured Claim against BSI agrees to less favorable treatment of such Claim, in full and final satisfaction, compromise, and settlement of and in exchange for such Allowed General Unsecured Claim against BSI, each holder thereof shall receive its Pro Rata share of the Net Cash Proceeds (BSI) after the Priority Tax Claims against BSI, Priority Non-Tax Claims against BSI and the Other Secured Claims against BSI are satisfied (or reserved for) in full in accordance with the Plan, until all Allowed General Unsecured Claims against BSI are satisfied in full in Cash; provided, however, for purposes of determining the Pro Rata share under the Plan, the PBGC Subordination shall be enforced; <i>provided, further,</i> that: (A) if any portion of a General Unsecured Claim against BSI is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (BSI), and (B) the portion of a General Unsecured Claim against BSI that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (BSI), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against BSI is an Allowed General Unsecured Claim.	Impaired	Yes	N/A ⁶

⁶ The Debtors believe that the PBGC is the only creditor in this class.

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
4(e)	General Unsecured Claims against BST	Except to the extent that a holder of an Allowed General Unsecured Claim against BST agrees to less favorable treatment of such Claim, in full and final satisfaction, compromise, and settlement of and in exchange for such Allowed General Unsecured Claim against BST, each holder thereof shall receive its Pro Rata share of the Net Cash Proceeds (BST) after the Priority Tax Claims against BST, Priority Non-Tax Claims against BST and the Other Secured Claims against BST are satisfied (or reserved for) in full in accordance with the Plan, until all Allowed General Unsecured Claims against BST are satisfied in full in Cash; provided, however, for purposes of determining the Pro Rata share under the Plan, the PBGC Subordination shall be enforced; <i>provided, further, .</i> that: (A) if any portion of a General Unsecured Claim against BST is an Insured Claim, such portion of such General Unsecured Claim shall be processed in accordance with section 7.9 of the Plan and the holder of such Insured Claim shall not be paid from the Net Cash Proceeds (BST), and (B) the portion of a General Unsecured Claim against BST that is not an Insured Claim shall receive its Pro Rata share of the Net Cash Proceeds (BST), as provided herein, solely to the extent that such uninsured portion of such General Unsecured Claim against BST is an Allowed General Unsecured Claim.	Impaired	Yes	0.1% ⁷
5(a)	Subordinated Securities Claims against BSC	On the Effective Date, all Subordinated Securities Claims against BSC shall be deemed cancelled without further action by or order of the Bankruptcy Court, and shall be of no further force and effect, whether surrendered for cancellation or otherwise. Holders of Subordinated Securities Claims against BSC shall not receive or retain any property under the Plan on account of such Subordinated Securities Claims against BSC; provided, however, that in the event that all other Allowed Claims against BSC have been satisfied in full in accordance with the Bankruptcy Code and the Plan, each holder of a Subordinated Securities Claim against BSC may receive its Pro Rata Share of any remaining assets in BSC.	Impaired	No (Deemed to reject)	0%
5(b)	Subordinated Securities Claims against BGI	On the Effective Date, all Subordinated Securities Claims against BGI shall be deemed cancelled without further action by or order of the Bankruptcy Court, and shall be of no further force and effect, whether surrendered for cancellation or otherwise. Holders of Subordinated Securities Claims against BGI shall not receive or retain any property under the Plan on account of such Subordinated Securities Claims against BGI; provided, however, that in the event that all other Allowed Claims against BGI have been satisfied in full in accordance with the	Impaired	No (Deemed to reject)	0%

⁷

The Debtors believe that the PBGC is the only creditor in this class.

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
		Bankruptcy Code and the Plan, each holder of a Subordinated Securities Claim against BGI may receive its Pro Rata Share of any remaining assets in BGI.			
5(c)	Subordinated Securities Claims against ABI	On the Effective Date, all Subordinated Securities Claims against ABI shall be deemed cancelled without further action by or order of the Bankruptcy Court, and shall be of no further force and effect, whether surrendered for cancellation or otherwise. Holders of Subordinated Securities Claims against ABI shall not receive or retain any property under the Plan on account of such Subordinated Securities Claims against ABI; provided, however, that in the event that all other Allowed Claims against ABI have been satisfied in full in accordance with the Bankruptcy Code and the Plan, each holder of a Subordinated Securities Claim against ABI may receive its Pro Rata Share of any remaining assets in ABI.	Impaired	No (Deemed to reject)	0%
5(d)	Subordinated Securities Claims against BSI	On the Effective Date, all Subordinated Securities Claims against BSI shall be deemed cancelled without further action by or order of the Bankruptcy Court, and shall be of no further force and effect, whether surrendered for cancellation or otherwise. Holders of Subordinated Securities Claims against BSI shall not receive or retain any property under the Plan on account of such Subordinated Securities Claims against BSI; provided, however, that in the event that all other Allowed Claims against BSI have been satisfied in full in accordance with the Bankruptcy Code and the Plan, each holder of a Subordinated Securities Claim against BSI may receive its Pro Rata Share of any remaining assets in BSI.	Impaired	No (Deemed to reject)	0%
5(e)	Subordinated Securities Claims against BST	On the Effective Date, all Subordinated Securities Claims against BST shall be deemed cancelled without further action by or order of the Bankruptcy Court, and shall be of no further force and effect, whether surrendered for cancellation or otherwise. Holders of Subordinated Securities Claims against BST shall not receive or retain any property under the Plan on account of such Subordinated Securities Claims against BST; provided, however, that in the event that all other Allowed Claims against BST have been satisfied in full in accordance with the Bankruptcy Code and the Plan, each holder of a Subordinated Securities Claim against BST may receive its Pro Rata Share of any remaining assets in BST.	Impaired	No (Deemed to reject)	0%
6(a)	Intercompany Interests in BGI	All Intercompany Interests in BGI shall be cancelled if and when BGI is dissolved in accordance with Section 5.4(f) of the Plan. Each holder of an Intercompany Interest in BGI shall neither receive nor retain any property of the estate or direct interest in property of the estate of BGI on account of such Intercompany Interests thereafter; provided,	Impaired	No (Deemed to reject)	0%

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
		however, that in the event that all Allowed Claims against BGI have been satisfied in full in accordance with the Bankruptcy Code and the Plan, each holder of an Intercompany Interest in BGI may receive its Pro Rata Share of any remaining assets in BGI.			
6(b)	Intercompany Interests in ABI	All Intercompany Interests in ABI shall be cancelled if and when ABI is dissolved in accordance with Section 5.4(f) of the Plan. Each holder of an Intercompany Interest in ABI shall neither receive nor retain any property of the estate or direct interest in property of the estate of ABI on account of such Intercompany Interests thereafter; provided, however, that in the event that all Allowed Claims against BGI have been satisfied in full in accordance with the Bankruptcy Code and the Plan, each holder of an Intercompany Interest in ABI may receive its Pro Rata Share of any remaining assets in ABI.	Impaired	No (Deemed to reject)	0%
6(c)	Intercompany Interests in BSI	All Intercompany Interests in BSI shall be cancelled if and when BSI is dissolved in accordance with Section 5.4(f) of the Plan. Each holder of an Intercompany Interest in BSI shall neither receive nor retain any property of the estate or direct interest in property of the estate of BSI on account of such Intercompany Interests thereafter; provided, however, that in the event that all Allowed Claims against BSI have been satisfied in full in accordance with the Bankruptcy Code and the Plan, each holder of an Intercompany Interest in BSI may receive its Pro Rata Share of any remaining assets in BSI.	Impaired	No (Deemed to reject)	0%
6(d)	Intercompany Interests in BST	All Intercompany Interests in BST shall be cancelled if and when BST is dissolved in accordance with Section 5.4(f) of the Plan. Each holder of an Intercompany Interest in BST shall neither receive nor retain any property of the estate or direct interest in property of the estate of BST on account of such Intercompany Interests thereafter; provided, however, that in the event that all Allowed Claims against BST have been satisfied in full in accordance with the Bankruptcy Code and the Plan, each holder of an Intercompany Interest in BST may receive its Pro Rata Share of any remaining assets in BST.	Impaired	No (Deemed to reject)	0%
7(a)	Equity Interests in BSC	On the Effective Date, (i) all Equity Interests in BSC shall be cancelled and one share of BSC common stock (the "Single Share") shall be issued to the Plan Administrator to hold in trust as custodian for the benefit of the former holders of Equity Interests in BSC consistent with their former relative priority and economic entitlements and the Single Share shall be recorded on the books and records maintained by the Plan Administrator without any necessity for any other or further actions to be taken by or on behalf of BSC; (ii) each former holder of Equity Interests in BSC (through their interest in the Single Share, as applicable) shall neither receive nor retain any property of the Estate or direct interest in property of the Estate on account of such Equity Interests in	Impaired	No (Deemed to reject)	0%

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approximate Recovery Under Plan ²
		BSC; provided, that in the event that all Allowed Claims have been satisfied in full in accordance with the Bankruptcy Code and the Plan, each former holder of an Equity Interest in BSC may receive its share of any remaining assets of BSC consistent with such holder's rights of payment and former relative priority and economic entitlements existing immediately prior to the Petition Date; (iii) unless otherwise determined by the Plan Administrator, on the date that BSC's Chapter 11 Case is closed in accordance with Section 5.16 of the Plan, the Single Share issued on the Effective Date shall be deemed cancelled and of no further force and effect without any necessity for any other or further actions to be taken by or on behalf of BSC, provided that such cancellation does not adversely impact the Debtors' Estates; and (iv) the continuing rights of the former holders of Equity Interests in BSC (including through their interest in Single Share or otherwise) shall be nontransferable except (A) by operation of law or (B) for administrative transfers where the ultimate beneficiary has not changed, subject to the Plan Administrator's consent.			

Select Plan Provisions

10.4. *Injunction.*

(a) Upon entry of the Confirmation Order, all holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan in relation to any Claim extinguished, discharged, or released pursuant to the Plan.

(b) Except as expressly provided in the Plan, the Confirmation Order, or a separate order of the Bankruptcy Court, all Entities who have held, hold, or may hold Claims against or Interests in the Debtors (whether proof of such Claims or Interests has been filed or not and whether or not such Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan) and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates are permanently enjoined, on and after the Effective Date, solely with respect to any Claims, Interests, and Causes of Action that will be or are extinguished, discharged, or released pursuant to the Plan from (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors, or the Wind-Down Estates, as applicable; (ii) enforcing, levying, attaching (including, without limitation, any prejudgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the Debtors or the Wind-Down Estates; or the property of any of the Debtors or the Wind-Down Estates; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors or the Wind-Down Estates or the property of any of

the Debtors or the Wind-Down Estates; (iv) asserting any right of setoff, directly or indirectly, against any obligation due from the Debtors or the Wind-Down Estates, or against property or interests in property of any of the Debtors or the Wind-Down Estates, except as contemplated or Allowed by the Plan; and (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan.

(c) By accepting distributions pursuant to the Plan, each holder of an Allowed Claim extinguished, discharged, or released pursuant to the Plan will be deemed to have affirmatively and specifically consented to be bound by the Plan, including, without limitation, the injunctions set forth in this Section 10.4 of the Plan.

(d) The injunctions in this Section 10.4 of the Plan shall extend to any successors of the Debtors (including the Wind-Down Estates) and their respective property and interests in property.

10.5. *Releases by the Debtors.*

As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce the Plan, for good and valuable consideration, including their cooperation and contributions to the Chapter 11 Cases, and except as otherwise provided in the Plan or in the Confirmation Order, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, to the maximum extent permitted by law, by the Debtors, the Estates, and the Wind-Down Estates, in each case, on behalf of themselves and their respective successors, assigns, and representatives, and any and all other persons that may purport to assert any Cause of Action derivatively, by, through or on behalf of the foregoing Persons and Entities, from any and all Claims and Causes of Action, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise that the Debtors, the Estates, or the Wind-Down Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, in whole or in part, the Debtors, the Chapter 11 Cases, the pre- and post-petition marketing and sale process, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the Disclosure Statement, the Plan (including the Plan Supplement), instruments and other documents relating thereto, or the solicitation of votes with respect to the Plan, or any other act or omission, in all cases based upon any act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date; *provided*, that nothing herein shall be construed to release (i) the Released Parties from willful misconduct or intentional fraud as determined by a Final Order; (ii) any obligation of any party under the Plan or any document, instrument, or agreement executed to implement the Plan (including the Plan Supplement) or the Confirmation Order; or (iii) any post-Effective Date obligations of any party or Entity under the Plan or any document, instrument, or agreement executed to implement the Plan (including the Plan Supplement) or the Confirmation Order.

10.6. *Releases by Holders of Claims and Interests.*

As of the Effective Date, except (A) for the right to enforce the Plan (including the Plan Supplement) and the Confirmation Order or any right or obligation arising under the Plan (including the Plan Supplement) or the Confirmation Order that remain in effect or become effective after the Effective Date and (B) as otherwise expressly provided in the Plan or in the

Confirmation Order, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever, released, and discharged by each of the following (each such Person or Entity, a “*Releasing Party*” and, collectively, the “*Releasing Parties*”):

(a) the Creditors’ Committee and each of its members in their capacity as such;

(b) all holders of Claims who are entitled to vote on the Plan and vote to accept the Plan;

(c) all holders of Claims who (i) are entitled to vote on the Plan and abstain from voting on the Plan or (ii) vote to reject the Plan and, in either case, do not elect to exercise their right, as provided in the Ballot, to opt-out of granting the releases set forth in this Section 10.6;

(d) all holders of Claims who are deemed to accept or reject the Plan, are provided with a notice of non-voting status providing them with the right to opt-out of the releases contained in this Section 10.6, and do not elect to exercise such right;

(e) with respect to any Person or Entity in the foregoing clauses (a) through (d), such entity’s predecessors, successors, assigns, subsidiaries, affiliates, managed accounts or funds, managed or controlled by such Entity and all Persons entitled to assert Claims through or on behalf of such Persons or Entities solely with respect to the matters for which the Releasing Parties are providing releases to the extent such Person or Entity would be obligated to release under principles of agency if it were so directed by the applicable Person or Entity in clauses (a) through (d);

in each case, from any and all Claims and Causes of Action, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, in law, equity, or otherwise, that entity would have been legally entitled to assert in their own right (whether individually, derivatively, or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising prior to the Effective Date, from, in whole or in part, the Debtors, the Chapter 11 Cases, the pre- and post-petition marketing and sale process, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Wind-Down Estates, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the Disclosure Statement, the Plan (including any Plan Supplement), the DIP Documents or any related agreements, instruments, and other documents relating thereto, or the solicitation of votes with respect to the Plan, or any other act or omission, in all cases based upon any act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date; *provided*, that nothing herein shall be construed to release (i) the Released Parties from gross negligence, willful misconduct or intentional fraud as determined by a Final Order; (ii) any obligation of any party under the Plan or any document, instrument, or agreement executed to implement the Plan (including the Plan Supplement) or the Confirmation Order; or (iii) any post-Effective Date obligations of any party or Entity under the Plan or any document, instrument, or agreement executed to implement the Plan (including the Plan Supplement) or the Confirmation Order; *provided*, further, that in the event that a Debtor has substantially defaulted in the performance of its obligations under the Plan prior to the date that all the distributions under the Plan have been made by such Debtor, holders of Claims shall continue

to have the same rights to enforce their Claims against such Debtor as they had prior to the consummation of the Plan (in addition to enforcing the Plan). Except as otherwise set forth in subsection (e) of this Section 10.6, the Persons and Entities in (a) through (d) of this Section Error! Reference source not found. shall be permanently enjoined from prosecuting any of the foregoing Claims or Causes of Action released under this Section Error! Reference source not found. against each of the Released Parties.

10.7. *Exculpation.*

To the maximum extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party is hereby released and exculpated from, any claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss, and liability for any claim in connection with or arising out of the administration of the Chapter 11 Cases, the postpetition marketing and sale process, the postpetition purchase or sale, or rescission of the postpetition purchase or sale of any security or asset of the Debtors; the negotiation and pursuit of the Disclosure Statement, the Plan, or the solicitation of votes for, or confirmation of, the Plan; the funding or consummation of the Plan; the occurrence of the Effective Date; the DIP Loan Documents; the administration of the Plan or the property to be distributed under the Plan; or the transactions in furtherance of any of the foregoing; except for fraud, gross negligence, or willful misconduct, as determined by a Final Order. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations and any other applicable law or rules protecting such Exculpated Parties from liability. Notwithstanding anything to the contrary in the foregoing, the exculpation set forth herein does not release any post-Effective Date obligation or liability of any Entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

Relevant Definitions Related to Release and Exculpation Provisions:

“**Exculpated Parties**” means collectively: (a) the Debtors, (b) the Creditors’ Committee and each of its members in their capacity as such, and (c) with respect to each of the foregoing Persons or Entities in clauses (a) through (b), all of their Related Parties who acted on their behalf in connection with the matters as to which exculpation is provided herein.

“**Released Parties**” means collectively: (a) the Debtors, (b) the Creditors’ Committee and each of its members in their capacity as such, (c) the Unsecured Notes Indenture Trustee, and (d) with respect to each of the foregoing entities in clauses (a) through (c), such Entities’ respective Related Parties.

Binding Effect of Confirmation:

The Plan can be confirmed by the United States Bankruptcy Court for the Eastern District of Missouri (the “Bankruptcy Court”) and thereby made binding on you if it is accepted by the holders of (i) at least two-thirds in amount of the allowed Claims or Interests voted in each Impaired Class, and (ii) if the Impaired Class is a class of Claims, more than one-half in number of the allowed Claims voted in each Impaired Class, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan (y) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (z) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.